



CITY of POOLER
— GEORGIA —

PLANNING & ZONING COMMISSION MEETING - AGENDA

November 12, 2024 at 3:00 p.m. | 100 US Highway 80 SW, Pooler, GA 31322

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. APPROVAL OF MINUTES
- IV. NEW BUSINESS
 - A. Site Plan approval for 405 Morgan Lakes Industrial Blvd.-Trailer Yard and Transportation Facility.
 - B. Posting Performance Bond and Final Plat for Forest Lakes Subdivision Phase 11/Champlain Drive.
 - C. Release of Performance Bond and Acceptance of Maintenance and Sidewalk Performance Bonds for Harmony Subdivision Phase 8B/Jazz Drive Infrastructure.
 - D. Text Amendment to amend the City of Pooler Code of Ordinances Appendix A related to Fence Requirements.
- V. ADJOURNMENT

City of Pooler
Planning & Zoning Minutes
October 28, 2024

CALL TO ORDER:

Chair Johnson called the meeting to order at 3:00 p.m.
Chair Johnson led the Pledge of Allegiance.

Attendee Name	Title	Status
Nicole Johnson	Chair	Present
Shirlinia Daniel	Commissioner	Present
Brad Rife	Commissioner	Present
Jeremy Kelly	Alternate	Present
Scott Cribbs	Commissioner	Present
Mark Williams	Commissioner	Absent
Ashley Brown	Commissioner	Present
Pete Chaison	Commissioner	Absent
Marcy Benson	City Planner	Present
Rachael Brown	Zoning Administrator/Secretary	Present

APPROVAL OF MINUTES

The minutes of the October 15, 2024, Planning and Zoning Commission were reviewed and accepted.

Result: *Approved*

1-Motion: Commissioner Rife

2-Second: Commissioner Brown

Motion passed without opposition.

NEW BUSINESS:

A. Zoning Map Amendment for property at 455, 459, 463, 467 and 471 Pine Barren Road from M-H-2-B to R-1-A

City Planner Ms. Benson presented the request to the Commission for their review and recommendation. The request is to correct a previous rezoning that did not include all parcels that were intended to be rezoned from M-H-2-B to R-1-A in the original application. Neil McKenzie with Coleman Company was present to represent the property owner to answer any questions. Amy Gilliam spoke in opposition of the request with concerns about the clear cutting and natural habitats.

Result: *After review of the criteria, a motion was made to recommend approval of the Zoning Map Amendment with the following conditions: Completion of Pine Barren traffic study, Submission of a recombination plat and maintenance of an all- weather access for residents located on Harmon Road during construction.*

1-Motion: Commissioner Brown

2-Second: Commissioner Kelly

Motion Passed without opposition

B. Site Plan approval for 313 W. Collins Street site improvements (postponed from Oct. 15, 2024 P&Z meeting)

City Planner Ms. Benson presented the request to the Commission for their review and recommendation. This request is for Site Plan approval for 313 W. Collins Street. Trisha Cook and Allen Hayes were present to answer any questions.

Result: *After review of the criteria, a motion was made to recommend approval of the site plan.*

1-Motion: Commissioner Rife

2-Second: Commissioner Daniel

Motion Passed without opposition.

C. Site Plan approval for 200 Tanger Outlets Blvd.- Planet Fitness

City Planner Ms. Benson presented the request to the Commission for their review and recommendation. This request is for Site Plan approval for 200 Tanger Outlets Blvd- Planet Fitness. Wesley Greene with Coleman Company was present to represent Tanger Outlets to answer any questions.

Result: *After review of the criteria, a motion was made to recommend approval of the site plan with the condition that the construction does not start until after the Holiday Season.*

1- Motion: Commissioner Brown

2- Second: Commissioner Daniel

Motion Passed without opposition.

Adjournment

There being no further business, Chair Johnson asked for a motion to adjourn at approximately 3:19 p.m.

1- Motion: Commissioner Daniel

2- Second: Commissioner Brown

Adjourned without opposition.

The foregoing minutes are true and correct and approved by me on this ____ day of _____ 2024.

Rachael Brown, Zoning Administrator



CITY of POOLER
— GEORGIA —

PLANNING & ZONING STAFF REPORT
Site Plan for 405 Morgan Lakes Industrial Blvd.

Project:	#A24-00135
P&Z Meeting Date:	November 12, 2024
City Council Meeting Date:	November 18, 2024
Applicant and Authorized Agent:	Kern & Co., LLC/Chad Zittrouer
Location (Address):	405 Morgan Lakes Industrial Blvd
Parcel (PIN):	51015 01099
Acreage:	Approximately 5.84 acres
Zoning:	I-1 (Light Industrial District)
Proposed Use:	Trailer Yard
Staff Recommendation:	Approval
Planning & Zoning Commission:	TBD
Recommended Motion:	"After review of the criteria, move for approval of the request."
Zoning Action Standards:	- Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans. - The site plan is consistent with the recommendations and policies of the 2040 Comprehensive Plan for the FLUM designation and Character Area. - Whether the site plan provides for adequate pedestrian and traffic access.

- The site plan complies with the provisions for access and circulation; Sec. 11 of App. A, Art. V related to traffic impacts; and Sec. 2 of App A, Art. III for traffic access.
- 3. Whether the site plan provides for adequate space for off-street parking and loading/unloading zones where applicable.
 - The site plan complies with the provisions of Sec. 5 of App. A, Art. III for parking and loading standards.
- 4. Whether the site plan provides for the appropriate location, arrangement, size, and design of buildings, lighting, and signs, giving due consideration to the applicable zoning district(s).
 - The site plan complies with the provisions related to the development standards for site improvements, including setbacks, building separation, lighting and height.
- 5. Whether the site plan is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties.
 - The site plan complies with the provisions related to the location of uses/development areas, development standards for site improvements, and buffer standards.
- 6. Whether the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure.
 - The site plan complies with Sec. 606 of App. B, Art. VI; Chapter 74, Art. V; and Chapter 42, Art. V related to servicing of utilities and infrastructure.
- 7. Whether the proposed development site is adequately served by other public services to account for current or projected needs.
 - The site is adequately served by public services and for current or projected needs.
- 8. Whether the site plan provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features.
 - The site plan complies with the provisions related to buffer and screening standards.
- 9. Whether the site plan provides adequate landscaping, including type and arrangement of trees, shrubs, and other landscaping, which may provide a visual or noise-deterring buffer between adjacent properties.

- The site plan complies with the provisions of Chapter 42, Art. VI for tree and landscaping requirements, in general, and related buffers.

10. Whether the site plan provides for improvements in accordance with all applicable federal, state, and local laws, including without limitation the Code of Ordinances for the City of Pooler.

- The site plan complies with the provisions of the City of Pooler Code of Ordinances, specifications, or standards, and all other applicable laws.

Conclusion:

The site plan addresses the site plan approval criteria. As such, staff recommends **Approval** of the request.

Attachments:

- A. Vicinity Map
- B. Application and Submittal Documentation
- C. Approval Letter



CITY OF POOLER
GEORGIA

A great place to Live, Work and Play

Vicinity Map 405 Morgan Lakes Industrial Blvd.

11/06/2024

☐ Parcels



Site Plan Application

Page 1 of 3

Updated OCT 2023

NOTICE TO APPLICANT

With the exception of residential one- and two-family structures, all land development activities, regardless of zoning district, must go through the site plan approval process. The fee for this process is \$3,000.00. All forms, fees, and additional documentation must be submitted to the Zoning Administrator **at least thirty (30) days** prior to the Planning & Zoning Meeting. Only complete applications will be accepted.

Upon submittal of the site plans, the City Planner will review for noticeable discrepancies and determine if there is a need to apply for other zoning actions. Site plans are also provided to the City Engineer, the Public Works Department, and the Fire-Rescue Services Department for review. Once the applicant has addressed **all** engineering comments, the plan will be placed on the Planning & Zoning Meeting agenda for recommendations. If no revisions are needed, it will move to the next regularly scheduled City Council Meeting agenda. **Please note that site plan approval does not constitute approval of any other zoning action or permit.**

Restaurants serving alcoholic beverages by the drink should refer to the Pooler Code of Ordinances, Chapter 6, Article I, Sections 6-11 for requirements. General questions concerning this application may be directed to the Zoning Administrator.

Packet Contents (City Forms)

This packet contains all forms required to be completed prior to submission.

1. Site Plan Application
2. Site Plan Submission Checklist
3. Property Owner Authorization
4. Site Plan Approval Standards Affidavit
5. Campaign Contribution Report
6. Site Plan Review Checklist

Additional Items for Submission

In addition to the above forms, the following must also be included with your application submission:

1. Three (3) sets of completed hardcopy plans (to include landscaping and lighting) plus one electronic copy
2. Application fee payment of \$3,000.00
3. Project narrative
4. Proof taxes have been paid in full
5. Existing deed restrictions or covenants applicable to this property (if applicable)



Site Plan Application

Page 2 of 3

Updated OCT 2023

Contact Information

Kern & Co., LLC - Chad Zittrouer	912-354-8400
Applicant Name	Applicant Phone
P O Box 15179 - Savannah, GA 31416	czittrouer@kernengineering.com
Applicant Mailing Address	Applicant Email
Morgan Lakes Industrial XVII - Wrenn Blalock	912-443-1577
Property Owner Name	Property Owner Phone
113 Houston Street - Savannah, GA 31401	wblalock@northpoint-re.com
Property Owner Mailing Address	Property Owner Email
Same as applicant	
Contact Person Name	Contact Person Phone
Same as applicant	
Contact Person Mailing Address	Contact Person Email

Property Information

Morgan Lakes Industrial Blvd - Lot 20	
Location Address	
I-1	5-1015-01-099
Current Zoning	Parcel Identification #
Trailer Yard	
Brief Description of Proposed Land Development Activity and Use of Land Thereafter	

Contractor Information

To be provided in pre-con packet		
Contractor Name	Contractor License #	Contractor Phone
Contractor Mailing Address	Contractor Email	

Zoning Actions

List any zoning actions applied for within the past three (3) years. If possible, include application number, date of application, and action taken on all prior applications filed for the zoning action of the whole or part of the land proposed under this application.

Application Number	Date	Action Requested	Action Taken
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Site Plan Application

Page 3 of 3

Updated OCT 2023

Application Number	Date	Action Requested	Action Taken
Application Number	Date	Action Requested	Action Taken
Application Number	Date	Action Requested	Action Taken

Approvals

- Environmental Product Declaration (EPD) approval required? ☒ No ☐ Yes
- Natural Resources Conservation Service (NRCS) approval required? ☐ No ☒ Yes, _____ (date)
- Developments of Regional Impact (DRI) review triggered? ☒ No ☐ Yes
- Existing deed restrictions or covenants applicable to this property? ☒ No ☐ Yes, attached
- The Georgia Department of Transportation (GDOT) requires a permit for any property being subdivided or developed requiring an entrance onto a State or Federal Highway. Applicants must submit a plat to GDOT for review/comment. The Pooler Planning & Zoning Commission will not review an application until GDOT has commented. ☒ No ☐ Yes, attached

Affidavit

I, the undersigned, certify that I have read, examined, and completed this application and certify that all the information pertained in this application is true and correct.

I hereby certify that this proposed subdivision/site plan does not violate any covenants or deed restrictions currently in effect for the property being subdivided/developed.

I hereby certify that all taxes applicable to this property have been paid and that there are no delinquent taxes outstanding.

I hereby certify that I am the owner or authorized agent of the property being proposed for subdivision/development.

Chad Zittrouer

7/24/24

Applicant Name

Applicant Signature

Date

Zoning Administrator/Agent Name

Zoning Administrator Signature

Date



Site Plan Submission Checklist

Page 1 of 1

Updated JUNE 2023

NOTICE TO APPLICANT

The site plan approval process is intended to provide the general public, Planning & Zoning Commission, Mayor, and Councilmembers with information pertinent to how a new development will affect the surrounding area and the City as a whole. There is no evaluation process or set of regulations other than what is required to be shown on the map and listed upon the application. **Site plan approval does not constitute approval of any zoning action or permit. If the documents listed below are not submitted, your project will neither be reviewed, nor processed.**

The Planning & Zoning Commission may require elevations or other engineering or architectural drawings covering the proposed development. Mayor & Council will not act upon a zoning decision that requires a site plan until the site plan has met the approval of the City Engineer or his designee.

- ☒ 3 sets of paper plans and 1 set of electronic plans
- ☒ \$3,000.00 application fee payment
- N/A ☐ Tree Survey prepared by a registered land surveyor with accurate locations of all trees on site and up to 20' off site on all sides. List the trunk diameter at 4.5' above grade and identify the species.
- ☒ The location, size and other pertinent data of all land uses on the site including types, location and height of building, parking, open area and landscaping
- ☒ Dimension setback lines from property lines and street rights-of-way.
- ☐ Lighting Plan
- ☒ Adjacent thoroughfares and all curb-cuts within five hundred (500) feet including:
 - ☒ Proposed new cut (s) onto public rights-of-way with turning radii & width
 - ☒ Dimensions of all rights-of-way
- ☒ Drainage plan to conform to city engineering department's standards
- ☒ Location of all utilities
- N/A ☐ Tabulated data including at least:
 - ☐ Gross density of dwelling units
 - ☐ Parking ratio per dwelling unit
 - ☒ Percentage and amount of land coverage by use; and,
 - ☐ Percentage and amount of floor area by use and by type.
- ☒ Topographical map showing existing and proposed contours at one foot (1') intervals and natural features.
- N/A ☐ Developments of Regional Impact (check only if your project requires this)



Site Plan Approval Standards

Page 1 of 1

Updated **SEPT 2023**

The site plan approval process is intended to provide the general public, planning commission, and city council with information pertinent to how a new development will affect the surrounding area and the city as a whole. Site plan approval does not constitute approval of any other zoning action or permit.

In order to promote the public health, safety, and general welfare of the City of Pooler against the unrestricted development upon property, the following standards and any other factors relevant to balancing the above stated public interest will be considered, when deemed appropriate, by City Council in approving any site plan:

1. Whether the site plan is consistent with the Comprehensive Plan for the City of Pooler and any other small area plans;
2. provides for adequate pedestrian and traffic access;
3. provides adequate space for off-street parking and loading/unloading zones where applicable;
4. provides for appropriate location, arrangement, size, and design of buildings, lighting, signs, giving due consideration to the applicable zoning district(s);
5. is appropriate in scale and relation to proposed use(s) to one another and those of adjacent properties;
6. the proposed development site is adequately served by existing or proposed public facilities, including roads, water, sanitary sewer, and stormwater infrastructure;
7. the proposed development site is adequately served by other public services to account for current or projected needs;
8. provides adequate protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
9. provides adequate landscaping, including the type and arrangement of trees, shrubs, and other landscaping, which may (or may not) provide a visual or noise-detering buffer between adjacent properties; and
10. provides for improvements in accordance with all applicable federal, state, and local laws including without limitation, the Code of Ordinances for the City of Pooler.



Campaign Contribution Disclosure Form (Rezoning Action Applicant)

Page 1 of 1

Updated MAY 2023

Per GA § 36-67A-3, rezoning action applicants and opponents are required to disclose campaign contributions or gifts with an aggregate value of \$250 or more made to any City Official within two years immediately preceding the filing of the application. City Officials include the Mayor, Councilmembers, and Planning & Zoning Commissioners. Rezoning action 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

Rezoning Action/Agenda Item

Planning & Zoning Public Hearing/Meeting Date and Time

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

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

CHAD ZITKAW
Applicant Name

Applicant Signature

8.27.24
Date



Property Owner Authorization

Page 1 of 1

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.

Kern & Co., LLC - Chad Zittrouer **czittrouer@kernengineering.com** **912-354-8400**

Applicant/Agent Name

Email

Phone

P O Box 15179 - Savannah, GA 31416

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.

Morgan Lakes Industrial Blvd - Lot 19 & 20 - PINS: 5-1015-01-098 & 5-1015-01-099

Property Address

Morgan Lakes Industrial XVII - Wrenn Blalock

7/16/24

Owner Name

Owner Signature

Date

Notary Public

July 25, 2024

Subscribed and Sworn This Day Of

Amanda E. Lewis

Notary Name

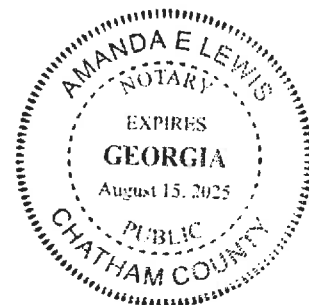
Amanda E. Lewis

Notary Signature

August 15, 2025

Commission Expiration

Seal





Project Narrative –

The proposed MLI Trailer Storage Yard and Transportation Facility is located on Lot 20 in Morgan Lakes Industrial Park. The modified subdivision plat is currently filed and under review. The parcel is 6.117 AC. The site is already cleared and has approximately 122 trailer spaces. The proposed yard is 4.17 AC of GAB Base and Asphalt Milling surface (dust-free material).

SITE PLANS OF

MLI TRAILER STORAGE YARD

AND TRANSPORTATION FACILITY

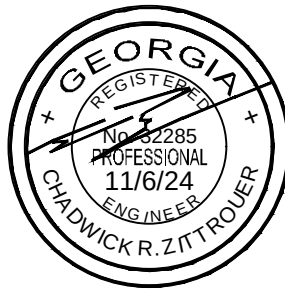
FOR

MORGAN LAKES INDUSTRIAL, LLC

SAVANNAH, GEORGIA

KC PROJECT #: 150081.000

NOVEMBER 2024



CONSTRUCTION ENTRANCE:
LATITUDE: 32.1635787
LONGITUDE: -81.2775964

NOTE: CONSTRUCTION WILL BE PERFORMED
UNDER THE SUPERVISION OF A REGISTERED
ENGINEER PER SEC. 74-133(j).

☐ NOT FOR CONSTRUCTION

☐ RELEASED FOR CONSTRUCTION

DATE: BY:

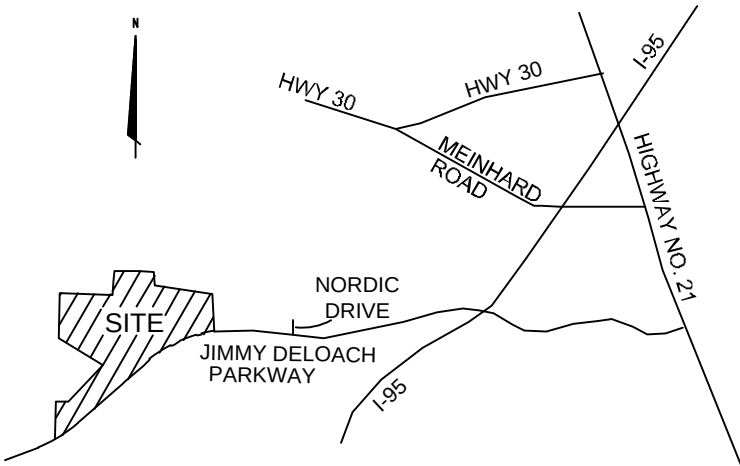
NRCS REVISION DATE:

VICINITY MAP:

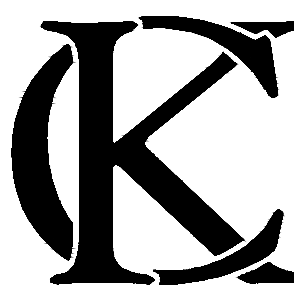
PROJECT PREPARED BY:

PROJECT SITE DATA:

INDEX OF DRAWINGS:



VICINITY MAP
NOT TO SCALE



Kern & Co., LLC

Consulting Engineers • Land Surveyors • Land Planners
Architects • Landscape Architects • Environmental Scientist

7 Mall Court (31406) P.O. Box 15179 (31416) Savannah, Georgia (912) 354-8400
319 Walnut Street Suite A Statesboro, Georgia 30458 Phone: (912) 225-3373

INITIAL APPROVAL BY GOVERNING AGENCY DATE:

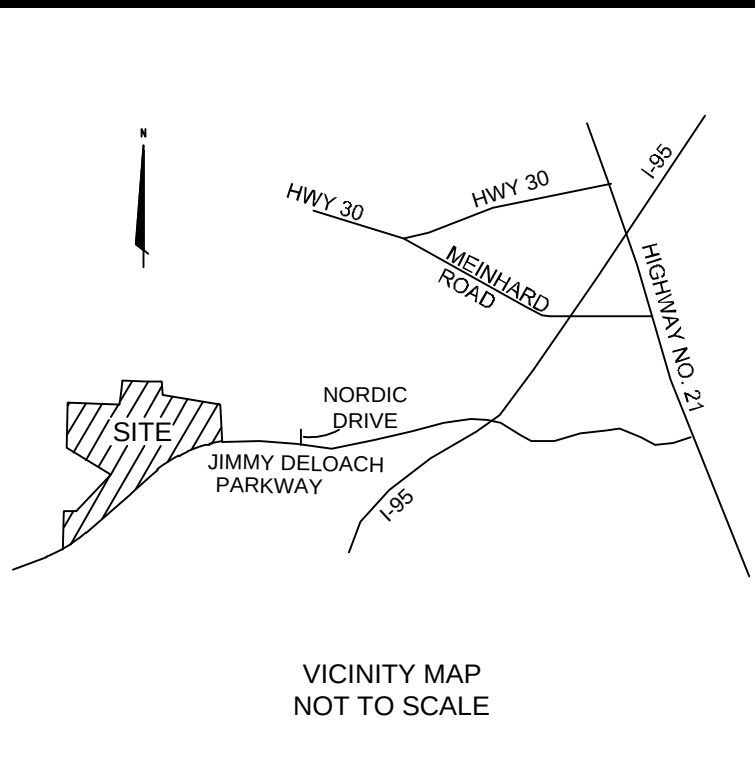
REVISIONS

REV NO.	DATE	DESCRIPTION	SHEETS
1	4/8/24	GASWCC REVISIONS	ALL SESC SHEETS
2	4/26/24	GASWCC REVISIONS	ALL SESC SHEETS
3	5/21/24	GASWCC REVISIONS	ALL SESC SHEETS

SITE DATA:

PROJECT AREA: 6.11 AC
AREA OF DISTURBANCE: 5.84 AC
ZONING: I-1
P.L.N.: 51015 01099
PROJECT ADDRESS: 0 MORGAN LAKES INDUSTRIAL BLVD
PROJECT CITY: POOLER
DISTRICT NUMBER: 8TH GMD
LOT NUMBER: -
OWNER NAME: MORGAN LAKES INDUSTRIAL, LLC
CONTACT: WRENN BLALOCK
OWNER ADDRESS: 113 HOUSTON STREET
OWNER CITY: SAVANNAH
TELEPHONE NO.: 912.443.1577
DATE OF SURVEY: APRIL 2023
GOVERNING AGENCY: CITY OF POOLER

	COVER SHEET		
N1	GENERAL NOTES		
EX-1	EXISTING CONDITIONS		
C1	STAKING PLAN		
C2	PAVING, GRADING & DRAINAGE PLAN		
C3	UTILITY PLAN		
SESC-1	INITIAL EROSION PLAN		
SESC-2	INTERMEDIATE EROSION PLAN		
SESC-3	FINAL EROSION PLAN		
SESC-4	EROSION NOTES		
SESC-5	EROSION NOTES		
SESC-6	EROSION NOTES		
SESC-7	SOIL EROSION & SEDIMENTATION CONTROL DETAILS		
L1	LANDSCAPE PLAN		
L2	LANDSCAPE DETAILS		
DET-1	SITE DETAILS		
PRE	PRE DEVELOPMENT EXHIBIT		
POST	POST DEVELOPMENT EXHIBIT		



PROJECT SPECIFICATIONS:

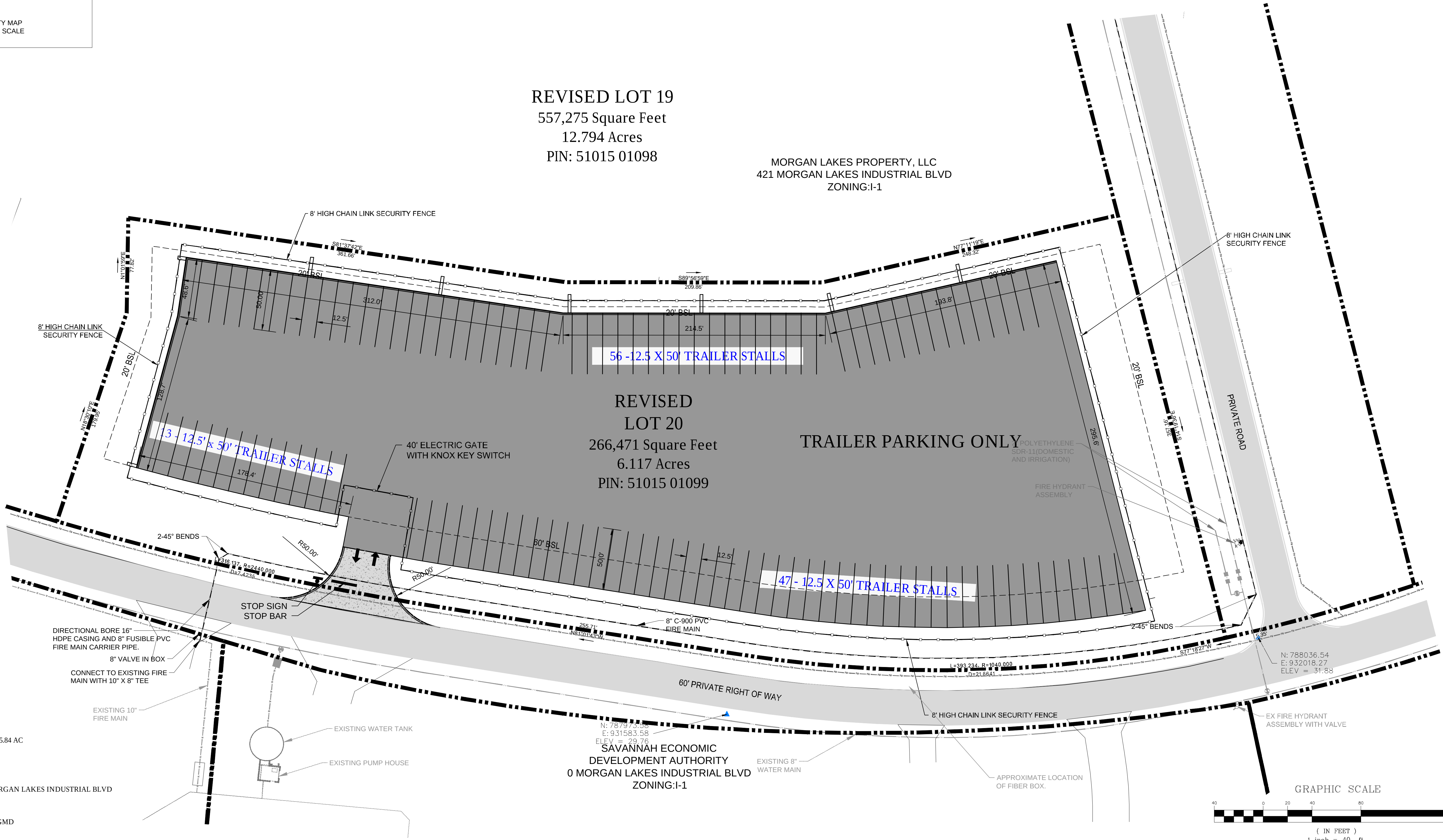
PARCEL ACREAGE: 6.117 AC
FENCED AREA: 4.60 AC
YARD AREA: 4.17 AC
TRAILER SPACES: 116

- EMERGENCY ACCESS SHALL BE PROVIDED. COORDINATE WITH FIRE CHIEF FOR KNOX BOX REQUIREMENTS.
- FACILITY IS OPERATED BY 421 MORGAN LAKES INDUSTRIAL (ADJACENT PARCEL).
- SURFACE SHALL BE MAINTAINED SO AS NOT TO CAUSE THE CREATION OF DUST ON SITE.

REVISED LOT 19

557,275 Square Feet
12.794 Acres
PIN: 51015 01098

MORGAN LAKES PROPERTY, LLC
421 MORGAN LAKES INDUSTRIAL BLVD
ZONING:I-1



SITE DATA:
PROJECT AREA: 6.11 AC
AREA OF DISTURBANCE: 5.84 AC
ZONING: I-1
P.L.N.: 51015 01099
PROJECT ADDRESS: 0 MORGAN LAKES INDUSTRIAL BLVD
PROJECT CITY: POOLER
DISTRICT NUMBER: 8TH GMD
LOT NUMBER: -
OWNER NAME: MORGAN LAKES INDUSTRIAL, LLC
CONTACT: WRENN BLALOCK
OWNER ADDRESS: 113 HOUSTON STREET
OWNER CITY: SAVANNAH
TELEPHONE NO.: 912.443.1577
DATE OF SURVEY: APRIL 2023
GOVERNING AGENCY: CITY OF POOLER

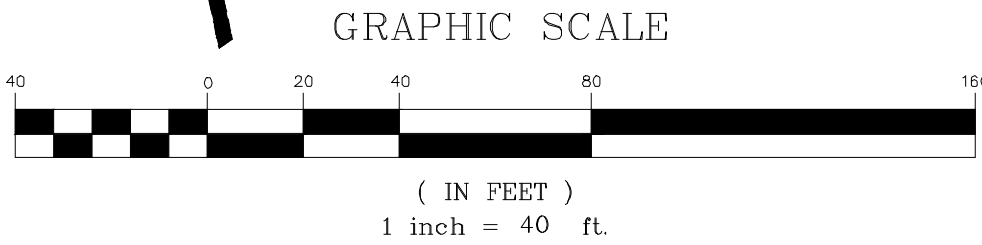
SAVANNAH ECONOMIC
DEVELOPMENT AUTHORITY
0 MORGAN LAKES INDUSTRIAL BLVD
ZONING:I-1

UTILITIES PROTECTION CENTER



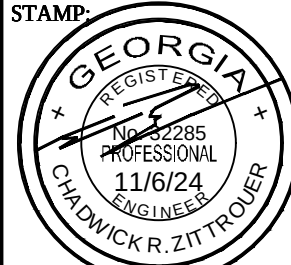
KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.
DIAL 811 OR 1-800-282-7411
WWW.GEORGIA811.COM

CALL THREE WORKING
DAYS BEFORE YOU DIG



☐ NOT FOR CONSTRUCTION
☐ RELEASED FOR CONSTRUCTION
DATE: _____ BY: _____

Kern & Co., LLC
Consulting Engineers • Land Surveyors • Land Planners
Architects • Landscape Architects • Environmental Scientists
7 Mail Court (3146) P.O. Box 15179 (31416) Savannah, Georgia (912) 354-4400
313 Walnut Street Suite A Statesboro, Georgia 30458 Phone: (912) 225-5372



STAMP:

ORIGINAL RELEASED FOR
CONSTRUCTION DATE:

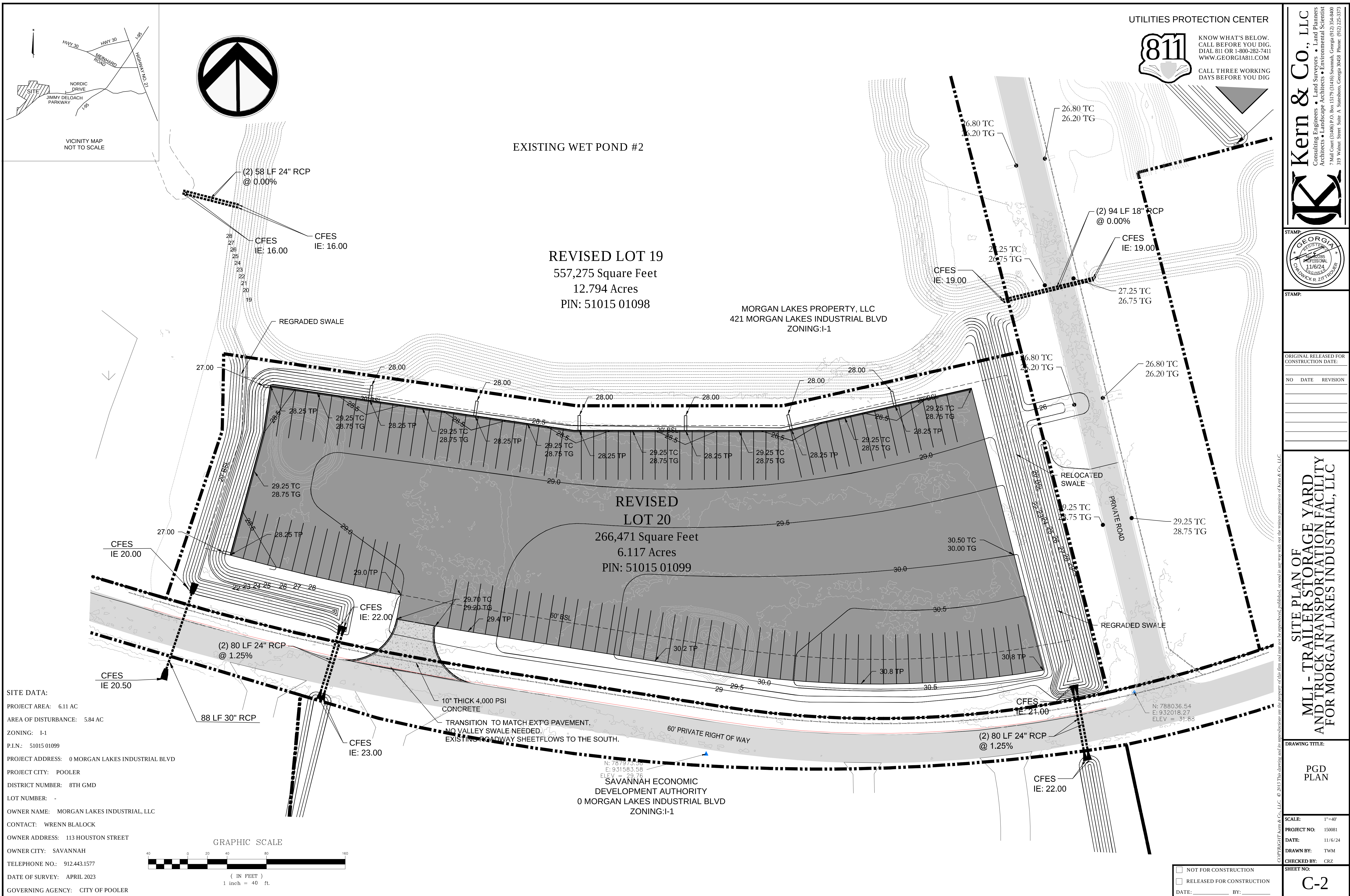
NO DATE REVISION

SITE PLAN OF
MLI - TRAILER STORAGE YARD
AND TRUCK TRANSPORTATION FACILITY
FOR MORGAN LAKES INDUSTRIAL, LLC

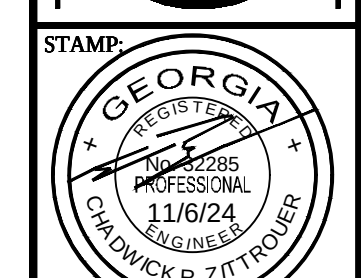
DRAWING TITLE:

STAKING
PLAN

SCALE: 1"=40'
PROJECT NO: 150081
DATE: 11/6/24
DRAWN BY: TWM
CHECKED BY: CRZ
SHEET NO:
C-1



K Kern & Co., LLC
Consulting Engineers • Land Surveyors • Land Planners
Architects • Landscape Architects • Environmental Scientist
7 Mail Court (3406) P.O. Box 15179 (31416) Savannah, Georgia (912) 354-8400
319 Walnut Street Suite A Statesboro, Georgia 30458 Phone: (912) 225-3373

[illegible]

**SITE PLAN OF
MLI - TRAILER STORAGE YARD
AND TRUCK TRANSPORTATION FACILITY
FOR MORGAN LAKES INDUSTRIAL, LLC**

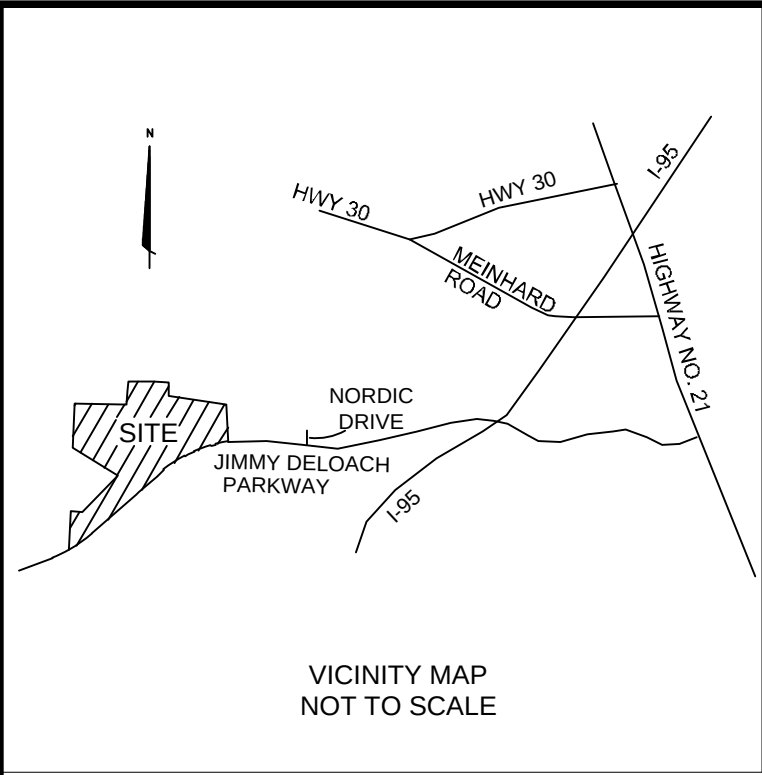
repro

PGD PLAN

T Kern & Co.,	SCALE:	1"=40'
	PROJECT NO:	150081

DRAWN BY: TWM

SHEET NO:
C-2



REVISED LOT 19
557,275 Square Feet
12.794 Acres
PIN: 51015 01098

MORGAN LAKES PROPERTY, LLC
421 MORGAN LAKES INDUSTRIAL BLVD
ZONING:I-1

REVISED
LOT 20
266,471 Square Feet
6.117 Acres
PIN: 51015 01099

SITE DATA:
PROJECT AREA: 6.11 AC
AREA OF DISTURBANCE: 5.84 AC
ZONING: I-1
P.I.N.: 51015 01099
PROJECT ADDRESS: 0 MORGAN LAKES INDUSTRIAL BLVD
PROJECT CITY: POOLER
DISTRICT NUMBER: 8TH GMD
LOT NUMBER: -
OWNER NAME: MORGAN LAKES INDUSTRIAL, LLC
CONTACT: WRENN BLALOCK
OWNER ADDRESS: 113 HOUSTON STREET
OWNER CITY: SAVANNAH
TELEPHONE NO.: 912.443.1577
DATE OF SURVEY: APRIL 2023
GOVERNING AGENCY: CITY OF POOLER

SAVANNAH ECONOMIC
DEVELOPMENT AUTHORITY
0 MORGAN LAKES INDUSTRIAL BLVD
ZONING:I-1

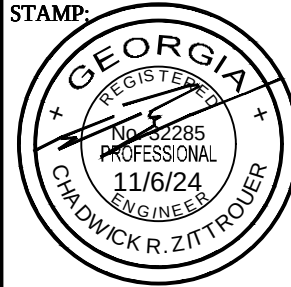
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Architects • Landscape Architects • Environmental Scientists
7 Mail Court (Bldg) P.O. Box 15179 (Bldg) Savannah, Georgia (912) 354-4400
319 Walnut Street Suite A Statesboro, Georgia 30458 Phone: (912) 225-5372



STAMP:

ORIGINAL RELEASED FOR
CONSTRUCTION DATE:

NO DATE REVISION

SITE PLAN OF
MLI - TRAILER STORAGE YARD
AND TRUCK TRANSPORTATION FACILITY
FOR MORGAN LAKES INDUSTRIAL, LLC

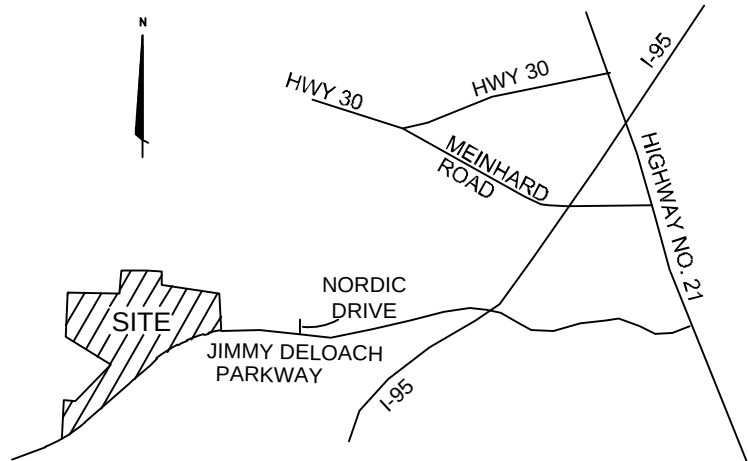
DRAWING TITLE:

UTILITY
PLAN

SCALE: 1"=40'
PROJECT NO: 150081
DATE: 11/6/24
DRAWN BY: TWM
CHECKED BY: CRZ
SHEET NO:

C-3

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VICINITY MAP
NOT TO SCALE

LANDSCAPE REQUIREMENTS

TREES REQUIRED: 6.11 ACRES x 15= 92 TREES

TREES TO BE PLANTED
15 EACH "QV" (LIVE OAK)
30 EACH "TD" (BALD CYPRESS)
32 EACH "UPB" (AMERICAN ELM)
15 EACH "JV" (RED CEDAR)

92 TREES TO BE PLANTED

NO SIGNIFICANT TREES EXIST ON SITE.

TREES SHALL NOT BE PLANTED WITHIN 10 FEET
OF ANY UNDERGROUND UTILITY OR STORM DRAIN.



REVISED LOT 19

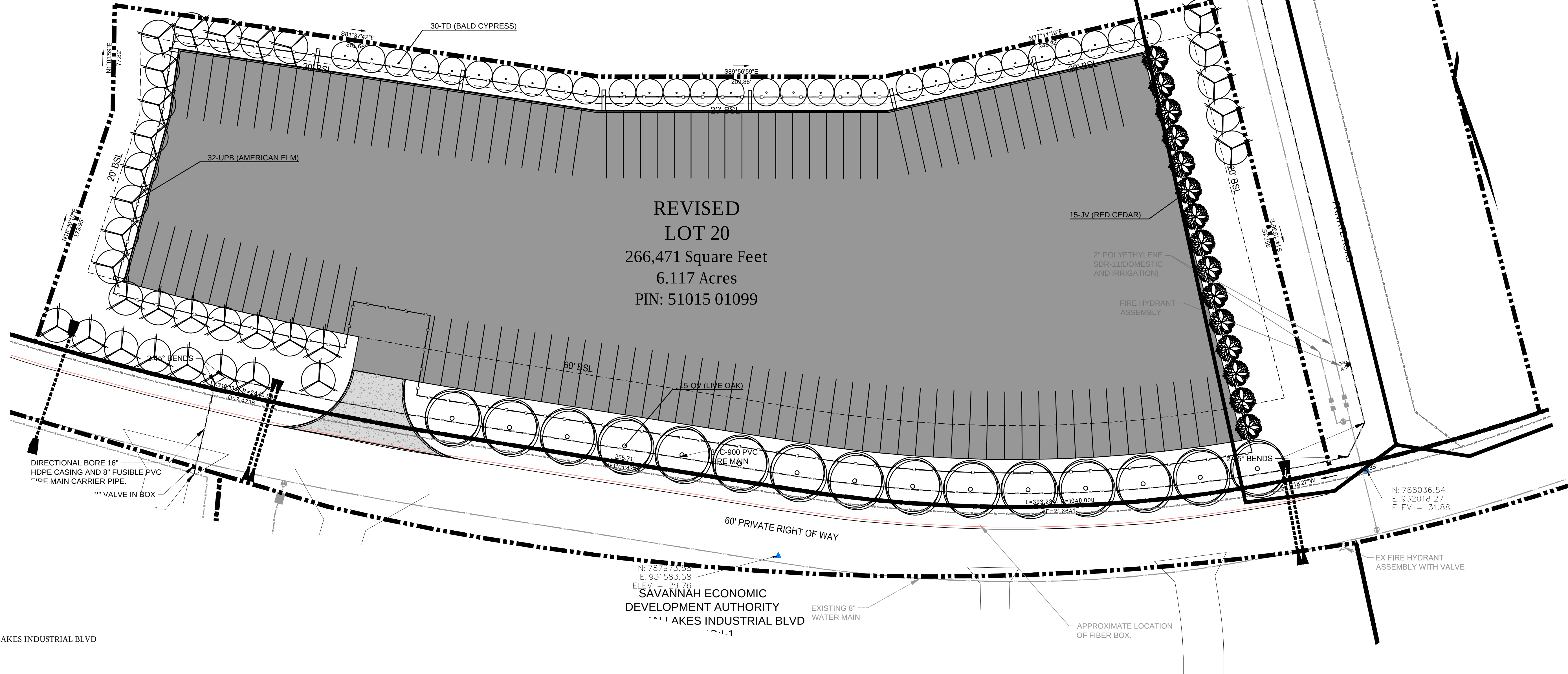
557,275 Square Feet

12.794 Acres

PIN: 51015 01098

MORGAN LAKES PROPERTY, LLC
421 MORGAN LAKES INDUSTRIAL BLVD
ZONING:I-1

UNDISTURBED
AREA
1.56 AC



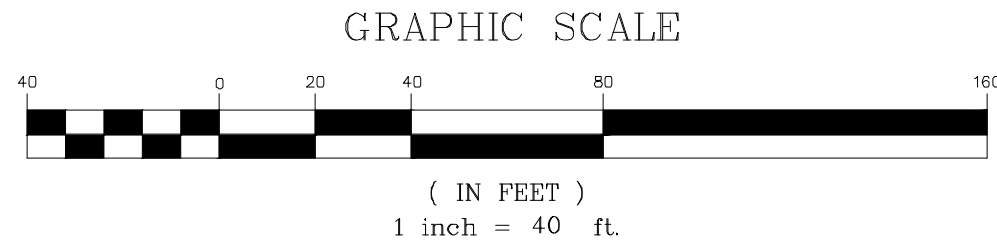
SITE DATA:

PROJECT AREA: 6.11 AC
AREA OF DISTURBANCE: 5.84 AC
ZONING: I-1
P.I.N.: 51015 01099
PROJECT ADDRESS: 0 MORGAN LAKES INDUSTRIAL BLVD
PROJECT CITY: POOLER
DISTRICT NUMBER: 8TH GMD
LOT NUMBER: -
OWNER NAME: MORGAN LAKES INDUSTRIAL, LLC
CONTACT: WRENN BLALOCK
OWNER ADDRESS: 113 HOUSTON STREET
OWNER CITY: SAVANNAH
TELEPHONE NO.: 912.443.1577
DATE OF SURVEY: APRIL 2023
GOVERNING AGENCY: CITY OF POOLER

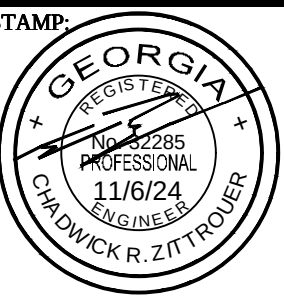
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NO	DATE	REVISION

SITE PLAN OF
MLI - TRAILER STORAGE YARD
AND TRUCK TRANSPORTATION FACILITY
FOR MORGAN LAKES INDUSTRIAL, LLC

DRAWING TITLE:
LANDSCAPE
PLAN

SCALE: 1"=40'
PROJECT NO: 150081
DATE: 11/6/24
DRAWN BY: TWM
CHECKED BY: CRZ
SHEET NO:

L-1

[illegible]

1. PLANTS SHALL BE TRUE TO SPECIES AND VARIETY SPECIFIED, AND NURSERY-GROWN IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICES.
2. ANY DEVIATION FROM THESE PLANS IN EITHER SPECIES OR LAYOUT MUST BE SPECIFICALLY APPROVED BY THE LANDSCAPE ARCHITECT.
3. PLANTS SHALL CONFORM TO THE MEASUREMENTS SPECIFIED ON THE APPROVED PLANS.
4. CONTRACTORS ARE RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND MUST PROMPTLY REPORT ANY DISCREPANCIES.
5. NO LARGE OR MEDIUM TREE SPECIES SHALL BE PLANTED WITHIN 10-FEET OF ANY UTILITY LINE OR UNDERNEATH ANY OVERHEAD POWER LINES, AND SMALL TREE SPECIES MUST MAINTAIN A MINIMUM 5-FOOT SEPARATION FROM UNDERGROUND UTILITY LINES.
6. ALL TREES SHALL BE HEALTHY, VIGOROUS, WITH A NORMAL HABIT OF GROWTH AND EVEN DISTRIBUTION OF BRANCHES, A STRAIGHT TRUNK WHICH EXHIBITS GOOD TAPER, WITH LIMBS NOT LOWER THAN FOUR FEET ABOVE THE GROUND, DEPENDENT UPON THE SPECIES, AND SHALL BE FREE FROM DISEASE, INSECT INFESTATION, MECHANICAL INJURY, GIRDLING ROOTS, OR OTHER OBJECTIONABLE FEATURES THAT WOULD CAUSE THE TREE TO DECLINE OR BECOME STRUCTURALLY UNSOUND. TREES SHALL BE WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF.
7. PLANTS SHALL BE SUBJECT TO REJECTION FOR CONFORMITY TO SPECIFICATIONS REQUIREMENTS, AND APPROVAL. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION DURING PROGRESS OF THE WORK. ACCEPTANCE AT THE NURSERY, IN WHICH THE PLANT IS GROWING, PRIOR TO TRANSPLANTING, DOES NOT PRECLUDE REJECTION AT THE SITE FOR JUST CAUSE.
8. TREE SHALL BE PLANTED AT PROPER DEPTH OR SHALL BE REJECTED AT TIME OF INSPECTION
9. STAKE TREES ONLY WHEN NECESSARY.
10. **PLANT QUALITY:**
11. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TREES, SHRUBS, GROUNDCOVER, VINES, AND SOD AS SHOWN ON LANDSCAPE PLAN. ALL PLANT MATERIALS SHALL CONFORM TO THE STANDARDS SET FORTH IN THE CURRENT EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK", PUBLISHED BY THE ASSOCIATION OF NURSERYMEN, 12501 STREET, N.W. SUITE 500, WASHINGTON, D.C. 20005, (202) 789-2900.
12. **PLANT MATERIAL SHALL HAVE A ONE-YEAR WARRANTY UPON ACCEPTANCE BY THE OWNER.**
13. PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, AND HAVE A NORMAL WELL DEVELOPED BRANCHING STRUCTURE AND A VIGOROUS FIBROUS ROOT SYSTEM. PLANTS SHALL BE HEALTHY, VIGOROUS, AND FREE FROM INSECTS AND DISEASE. TREE TRUNKS SHALL BE STRAIGHT AND EXHIBIT GOOD TRUNK TAPER WITH LIMBS NOT LOWER THAN FOUR FEET ABOVE THE GROUND, DEPENDENT ON THE SPECIES. TRUNKS AND STEMS SHALL BE FIRM WITH NO INDICATION OF FUNGAL CANKERS, GALLS, INSECT BORERS, DIE BACK, FROST CRACKS, SUN SCALD, OR OTHER DEFECTS THAT WOULD CAUSE THE TREE TO DECLINE OR BECOME STRUCTURALLY UNSOUND. TREES SHALL BE DENSELY FOLIATED WHEN IN LEAF.
14. ALL PLANTS SHALL BE COMMERCIALLY GROWN UNDER CLIMATIC CONDITIONS, SIMILAR TO THOSE OF CHATHAM COUNTY (A.H.S. PLANT ZONE 8).
15. ALL PLANTS SHALL EQUAL OR EXCEED THE MINIMUM SIZE AS SHOWN IN THE PLANT LIST, AND ALL METHODS OF PLANT MEASUREMENT SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK".
16. CALIPER OF MULTI-TRUNK TREES SHALL BE DETERMINED BY MEASURING THE LARGEST TRUNK ONLY.
17. **PLANTS SHALL BE SUBJECT TO INSPECTION FOR CONFORMITY TO SPECIFICATIONS REQUIREMENTS, AND APPROVAL. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION DURING PROGRESS OF THE WORK. ACCEPTANCE AT THE NURSERY, IN WHICH THE PLANT IS GROWING PRIOR TO TRANSPLANTING, DOES NOT PRECLUDE REJECTION AT THE SITE FOR JUST CAUSE.**
18. **ROOT SYSTEM:**
19. ALL TREES SHALL BE BALLED AND BURLAPPED (B&B) OR CONTAINER GROWN. NO BARE ROOT TREES SHALL BE ACCEPTABLE.
20. ALL SHRUBS SHALL BE BALLED AND BURLAPPED (B&B) OR CONTAINER GROWN. NO BARE ROOT SHRUBS SHALL BE ACCEPTABLE.
21. THE MINIMUM SIZE OF BALLS, BALL DEPTHS, AND BALL DIAMETER SHALL CONFORM TO THE BALL AND BURLAPPING SPECIFICATIONS AS SET FORTH IN THE "AMERICAN STANDARD FOR NURSERY STOCK".
22. ALL BALLED AND BURLAPPED PLANTS SHALL HAVE THE TOP 1/3 OF THE BURLAP REMOVED FROM THE BALL AFTER THE POSITION OF THE PLANT IS STABILIZED. NO BURLAP SHALL BE REMOVED FROM UNDER THE BALL, AND ALL WIRE AND SURPLUS FROM THE TOP OF THE BALL SHALL BE REMOVED.

ALL EXTERIOR GROUND AREAS NOT OCCUPIED BY BUILDINGS, STRUCTURES, PAVEMENT, PLANT MATERIAL, AND MULCH SHALL BE SEEDED OR SODDED IN AN ACCEPTABLE MANNER IN ACCORDANCE WITH LOCAL NURSERY STANDARDS, UNLESS OTHERWISE NOTED.

22. ALL SEED SHALL BE PURCHASED FROM A REPUTABLE SUPPLIER AND SHALL BEAT THE CURRENT SEASON'S CERTIFICATES OF WEIGHT, PURITY AND GERMINATION.

23. ALL SOD SHALL BE COMMERCIALLY GROWN IN GEORGIA OR NEIGHBORING AREAS, STRONGLY ROOTED AND FREE FROM WEEDS.

24. ALL SOD SHALL BE LAYED WITHIN 48 HOURS AFTER BEING CUT AT THE NURSERY.

25. SOD SHALL BE LAYED OUT SO THAT NO VOIDS OCCUR AND IN SUCH A MANNER THAT THE END JOINTS BETWEEN INDIVIDUAL SOD PIECES OF ADJOINING ROWS DO NOT COINCIDE. SOD SHALL BE LAID ON TOPSOIL AT THE REQUIRED FINISH GRADE AND SHALL BE FLUSH WITH ADJACENT PAVEMENT, CURBS, AND PLANTING BED EDGES.

TOPSOIL:

26. CONTRACTOR SHALL PROVIDE A MINIMUM 3" DEPTH OF TOPSOIL IN ALL PLANTING AREAS.

27. ALL TOPSOIL SHALL BE FREE FROM ROCKS, DEBRIS, NOXIOUS WEEDS, EXCESSIVE WEEDS, PLANT WASTE, SUBSOIL, HEAVY CLAY, ROOTS, STUMPS, AND ANY OTHER MATERIAL HARMFUL TO PLANT GROWTH.

28. TOPSOIL SHALL BE A NATURAL, FERTILE, SANDY LOAM POSSESSING CHARACTERISTICS COMMON TO PRODUCTIVE SOILS IN THE SOUTHEASTERN COASTAL REGION, AND IT SHALL NOT CONTAIN ANY TOXIC SUBSTANCES.

PLANTING:

29. GROUND COVER SHALL BE PLANTED AS SPECIFIED BELOW:

29.1. GROUND COVER SHALL BE PLANTED IN AN EQUILATERAL TRIANGULAR SPACING PATTERN AT THE ON-CENTER DISTANCES SHOWN ON THE PLANT LIST.

29.2. WHERE GROUND COVER ABUTS CURBS, PAVEMENT, SIGNS AND POLES, MINIMUM PLANTING DISTANCE SHALL BE 12" FROM CENTER OF PLANT TO SA OBJECT.

29.3. GROUND COVER SHALL BE PLANTED A MINIMUM OF 14" FROM CENTER OF ALL TREES.

30. SHRUBS AND GRASSES SHALL BE PLANTED A MINIMUM OF 4' FROM THE CENTER OF ALL LARGE TREES.

31. SHRUBS AND TREES SHALL BE PLANTED A MINIMUM OF 36" FROM CURBS AT CAR PARKING AREAS TO ALLOW FOR OVERHANG UNLESS WHEEL STOPS ARE PROVIDED.

32. NO LARGE OR MEDIUM TREE SPECIES SHALL BE PLANTED WITHIN TEN (10) FEET OF ANY UNDERGROUND UTILITY LINE OR UNDERNEATH ANY OVERHEAD POWER LINE. SMALL TREE SPECIES MUST MAINTAIN A MINIMUM FIVE (5) FOOT SEPARATION FROM UNDERGROUND UTILITY LINES.

33. TREES SHALL BE PLANTED AT PROPER DEPTH OR SHALL BE REJECTED AT TIME OF INSPECTION.

34. STAKE TREES ONLY WHEN NECESSARY.

FERTILIZER:

35. **CONTRACTOR SHALL PERFORM A SOIL TEST ON ALL PROPOSED LANDSCAPE AREAS BEFORE INSTALLING ANY PROPOSED PLANT MATERIAL.**

36. IF A SOIL TEST DETERMINES THAT ADDITIONAL SOIL AMENDMENTS ARE REQUIRED, CONTRACTOR SHALL APPLY AN APPROPRIATE FERTILIZER IN CONFORMANCE WITH INSTRUCTIONS ON THE CONTAINER.

MULCH:

37. ALL TREES AND SHRUBS SHALL BE MULCHED IMMEDIATELY FOLLOWING INSTALLATION WITH A MINIMUM 3" LAYER OF ACCEPTABLE MATERIAL.

38. ALL PLANTS OTHER SHALL BE MULCHED IMMEDIATELY FOLLOWING INSTALLATION WITH A MINIMUM 1" LAYER OF ACCEPTABLE MATERIAL.

39. ACCEPTABLE MULCHING MATERIAL INCLUDES PINE NEEDLES, SHREDDED BARK AND WOOD CHIPS.

WATERING:

40. ALL AREAS TO BE PLANTED, SEEDDED, AND SODDED SHALL BE PROVIDED WITH AN AUTOMATIC IRRIGATION SYSTEM.

41. ALL PLANTS INCLUDING TREES, SHRUBS, AND GROUND COVER SHALL BE THOROUGHLY WATERED IMMEDIATELY FOLLOWING INSTALLATION.

42. ALL SEEDDED AND SODDED AREAS SHALL BE THOROUGHLY WATERED IMMEDIATELY FOLLOWING INSTALLATION.

MAINTENANCE:

43. CONTRACTOR SHALL INSPECT PLANTS ON A WEEKLY BASIS; MAINTAIN AND WATER ALL SODDED AREAS AND PLANT MATERIALS; AND WEED, PRUNE, AND RE-MULCH PLANTING BEDS AS NECESSARY TO MAINTAIN HEALTHY GROWING CONDITIONS UNTIL LANDSCAPE INSTALLATION IS COMPLETE.

44. OWNER IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL PLANT MATERIALS ON COMPLETION OF LANDSCAPE INSTALLATION.

45. GUYING AND STAKING SHALL BE REMOVED NO LATER THAN 6 MONTHS AFTER INSTALLATION.

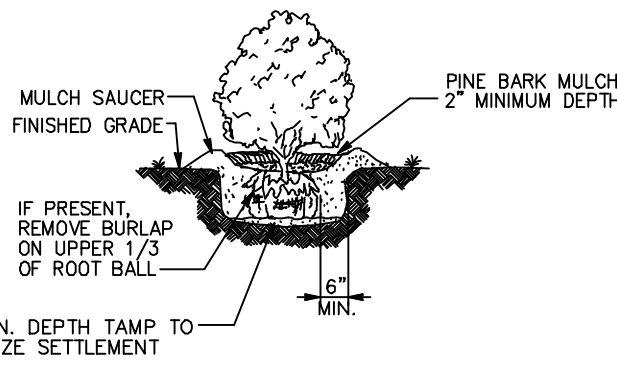
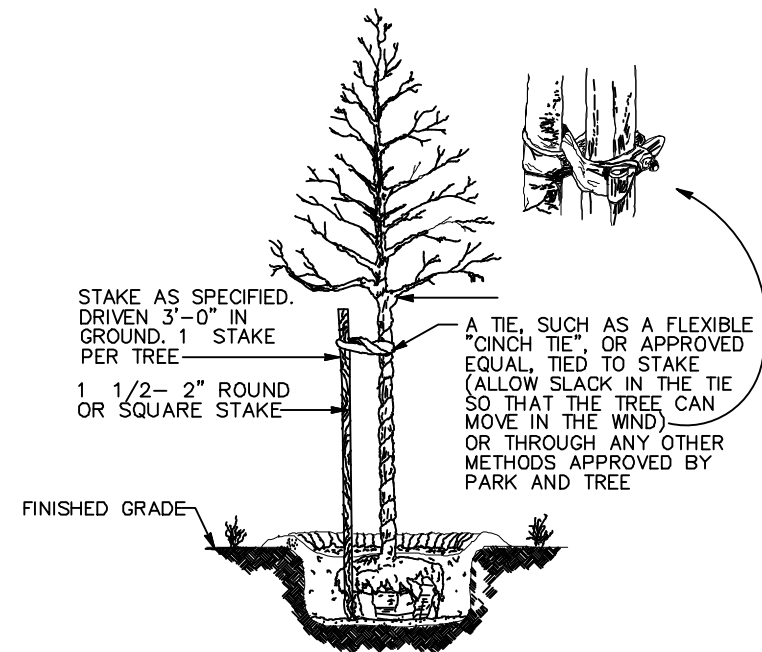
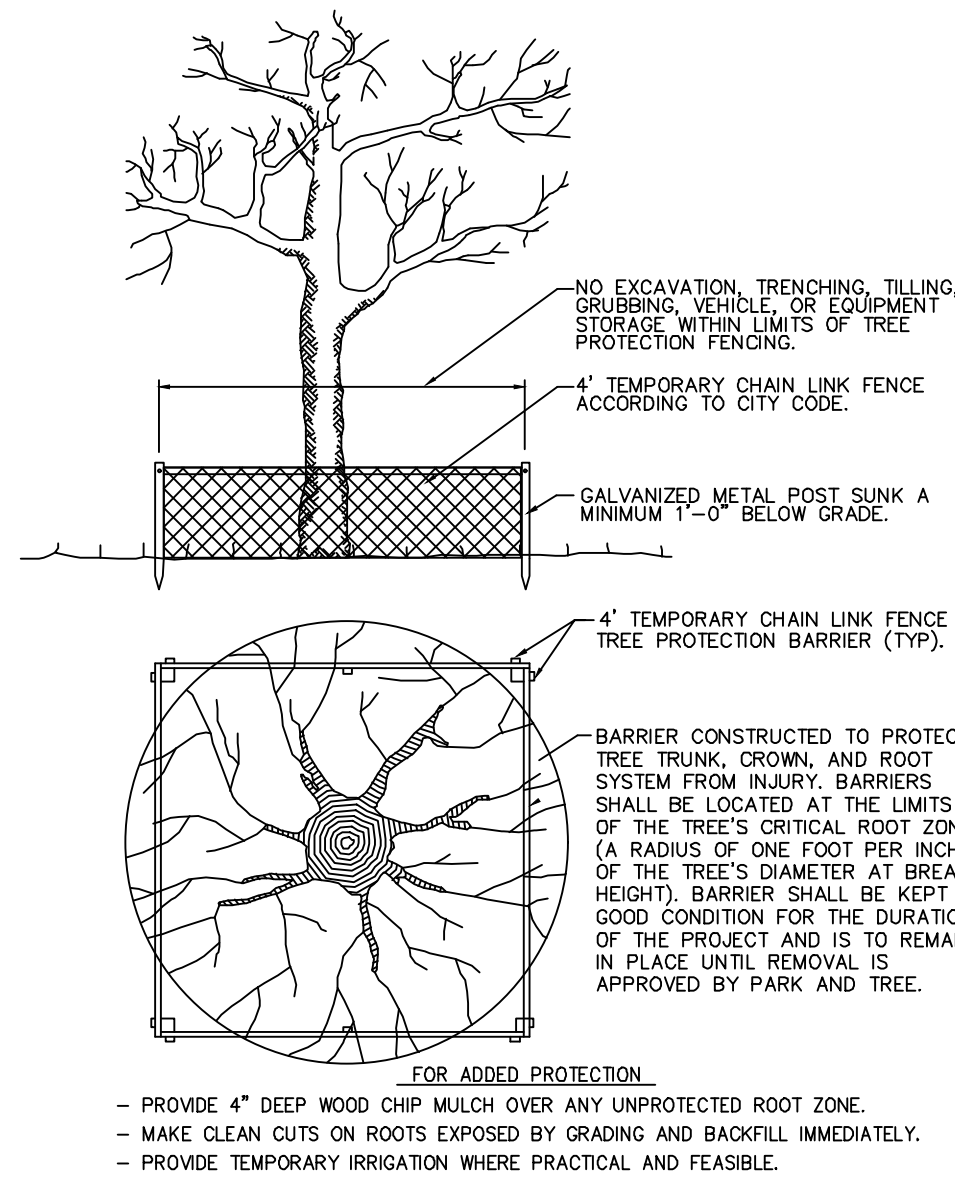
PLANT ALTERATIONS & SUBSTITUTIONS:

46. **ANY CHANGE IN PLANT QUANTITY, PLANT SPECIES, PLANT SIZE, OR PLANT LOCATION IS UNACCEPTABLE WITHOUT SPECIFIC APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT.**

47. PROJECT LANDSCAPE ARCHITECT WILL ASSIST IN LOCATING PLANTS AS NECESSARY.

1. CONTRACTOR SHALL PROVIDE AN AUTOMATIC IRRIGATION SYSTEM FOR ALL SEEDER AREAS, SODDED AREAS AND PLANTING MATERIAL. THIS SYSTEM SHALL TIE INTO EXISTING IRRIGATION LINES IF PRESENT.
2. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN, ASSOCIATED AGENCY APPROVALS, LABOR, MATERIALS, EQUIPMENT, AND SERVICES TO COMPLETE THE IRRIGATION WORK. THE WORK SHALL INCLUDE, BUT IS NOT LIMITED TO:
 - 2.1. VERIFICATION OF ALL UNDERGROUND UTILITY LOCATIONS.
 - 2.2. COORDINATION OF IRRIGATION WORK WITH THE WORK OF ALL RELATED TRADES AND SUBCONTRACTORS TO ASSURE SMOOTH PROGRESSION OF PROJECT.
 - 2.3. PROTECTION AND/OR RESTORATION OF ALL EXISTING IMPROVEMENTS.
 - 2.4. TRENCHING AND BACK FILLING FOR ALL PIPES, VALVES, AND DRAIN PITS SPECIFIED.
 - 2.5. FURNISHING AND INSTALLING ALL MAIN LINES, LATERAL LINES, RISERS, FITTINGS, SPRAY HEADS, ROTOR HEADS, QUICK-COUPLING VALVES, GATE VALVES, CONTROL VALVES, CONTROLLERS, ELECTRIC WIRE, AND ALL NECESSARY SPECIALTY ITEMS AND ACCESSORIES.
 - 2.6. FURNISHING AND INSTALLING ALL SLEEVES BENEATH WALKWAYS, ROADS, AND DRIVEWAYS WHERE REQUIRED.
 - 2.7. REGULATING AND ADJUSTING ALL SPRAY HEADS, ROTOR HEADS, DRIP LINES, THE SEQUENCE CONTROL DEVICES, AND SECTION VALVES.
 - 2.8. PROVIDING IRRIGATION.
 - 2.9. PROVIDING A WARRANTY ON THE IRRIGATION SYSTEM FOR ONE (1) YEAR AFTER ACCEPTANCE BY THE OWNER.
 - 2.10. PROVIDING THAT WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE LATEST RULES AND REGULATIONS OF STATE AND LOCAL AGENCIES, INCLUDING LOCAL HEALTH CODES, PLUMBING CODES, AND ELECTRICAL CODES.
3. CONTRACTOR SHALL PROVIDE THE FOLLOWING SUBMITTALS:
 - 3.1. AUTOMATIC PLANTING IRRIGATION SYSTEM TO LANDSCAPE ARCHITECT FOR INCLUSION IN AS-BUILT SET OF DRAWINGS.
 - 3.2. PROPOSED IRRIGATION PLANS TO APPROPRIATE JURISDICTION FOR APPROVAL IF REQUIRED, AND TO LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO INSTALLATION.

1. TREE PROTECTION DEVICES (UNLESS DIRECTED OTHERWISE BY THE LANDSCAPE ARCHITECT. SHALL BE A 4' TEMPORARY CHAIN LINK FENCE CONSTRUCTED AT AND AROUND THE PERIMETER OF THE TREE PROTECTION AONE. THE FENCE SHALL BE ATTACHED TO GALVANIZED METAL POSTS, SPACED NO FURTHER THAN 8' APART.
2. TREE PROTECTION DEVICES SHALL BE ERECTED PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL A SITE AND EXTERIOR BUILDING WORK IS COMPLETED AND LANDSCAPE INSTALLATION HAS BEGUN. BROKEN OR DISLODGED TREE PROTECTION DEVICES SHALL BE IMMEDIATELY REPAIRED.
3. ALL DESIGNATED TREE PROTECTION ZONES MUST BE PROTECTED FROM THE SEDIMENTATION OF EROSION MATERIAL.
4. SILT FENCING SHALL BE PLACED ALONG THE OUTER UPHILL EDGE OF TREE PROTECTION ZONES AT THE LAND DISBURSMENT INTERFACE.
5. SILT FENCING SHALL BE BACKED BY FOUR (4) FOOT CHAIN LINK FENCE IN AREAS OF STEEP SLOPES.
6. NO VEHICLES SHALL BE PARKED, OR CONSTRUCTION MATERIAL STORED OR SUBSTANCES POURED OR DISPOSED OF OR PLACED, WITHIN ANY TREE PROTECTION ZONE AT ANY TIME DURING CLEARING OR CONSTRUCTION OF THE PROJECT.
7. NO CHANGE IN GRADE WITHIN THE TREE PROTECTION ZONE SHALL BE ALLOWED AROUND EXISTING TREES EXCEPT FOR A MAXIMUM ADDITION OF TWO (2) INCHES OF MULCH UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
8. TREES WITHIN A TREE PROTECTION ZONE SHALL NOT BE PRUNED OR REMOVED WITHOUT PRIOR KNOWLEDGE AND CONSENT FROM THE CITY OF POOLER.
9. ALL PRUNED OR PLANTED TREES SHALL BE PROTECTED OR SITUATED SO AS TO PREVENT DAMAGE FROM ENVIRONMENTAL CHANGES OR LAND DISTURBANCE RESULTING FROM ANY BUILDING OR FACILITY CONSTRUCTION WITHIN OR IMMEDIATELY ADJACENT TO THE CRITICAL ROOT ZONE OF THE TREE(S).
10. ANY DAMAGE OR INJURY TO EXISTING OR PLANTED TREES SHALL BE REPORTED IMMEDIATELY TO THE CITY OF POOLER.



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SHRUB PLANTING

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APPENDIX

APPENDIX

FENZA

SILVER

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LANDSCAPE

SCALE: 1"=40'

DATE: 11/6/24

DRAWN BY: 11134

SHEET NO:

12



EOM Operations
Your solution to a better tomorrow

November 6th, 2024

Chadwick R. Zittrouer, P.E.
Kern & Co., LLC
P.O. Box 15179
Savannah, GA 31416

Dear Mr. Zittrouer,

I am pleased to provide you with a recommendation for Approval of the site development plans for Morgan Lakes Industrial – Trailer Yard & Transportation Facility, which is provided below.

<u>Submittal Documents:</u>	Site Development Plans.....	Nov. 2024
	Master Hydrology Report.....	Oct. 2024
	Stormwater Maintenance Agreement.....	Aug. 2024
	GSWCC Approval of ES&PC Plans.....	Aug. 2024

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

The Owner and the Design Consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the approved construction plans. The design engineer is solely responsible for ensuring that their designs comply with all Federal, State, and City codes and regulations. All required permits and approvals, pursuant to land disturbing activities and land development shall be provided and found acceptable to the City of Pooler. All the applicable required inspection and testing, reports, and related material must be available to the City of Pooler, or assigned representation, during and after the construction is complete.



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



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

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

Sincerely,

Trevor Shoemaker

Trevor Shoemaker

Project Manager

EOM

CC: Nicole Johnson; Director of Planning & Development – City of Pooler
Marcella Benson; City Planner- City of Pooler
Rachel Brown; Zoning Administrator – City of Pooler
Liberto Chacon, PE; Sr. Vice President of Operations – EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



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Ph: 912.445.0050
F: 912.756.5882



CITY of POOLER
— GEORGIA —

PLANNING & ZONING STAFF REPORT

Final Plat and Acceptance of Performance Bond for Forest Lakes Phase 11

Project:	#A24-0178
P&Z Meeting Date:	November 12, 2024
City Council Meeting Date:	November 18, 2024
Applicant and Authorized Agent:	Godley Station West, LLC
Location (Address):	Forest Lakes Phase 11/Champlain Drive
Parcel (PIN):	51014 01148
Acreage:	Approximately 14.19
Zoning:	PUD (Godley Station PUD)
Proposed Use:	Phase 11 of Forest Lakes Subdivision
Staff Recommendation:	Approval
Planning & Zoning Commission:	TBD
Recommended Motion:	"After review of the application, move for approval of the request."
Attachments:	A. Final Plat B. Bond Submittal Documentation



CITY of POOLER

— GEORGIA —

SUBDIVISION PERFORMANCE BOND

Bond Number: 0262741 Principal Amount: 3,012,476.31

Project: Forest Lake's Subdivision, Phase II

Location: Pooler, GA City Permit Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of
9521 US Hwy 301 South, Statesboro, GA 30458; as Principal, hereinafter called "PRINCIPAL,"
and Berkley Insurance Company, as Surety, hereinafter called the "SURETY,"
registered business address of 475 Steamboat Rd., Greenwich, CT 06830, a Surety insurer,
chartered and existing under the laws of the State of Delaware,

and authorized to do business in the State of Georgia, are held and firmly bound unto the
City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its
Mayor and City Council, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261,

herein called the "OBLIGEE," in the sum of Three Million Twelve Thousand Four Hundred US Dollars
Seventy Six & 31/100
(\$ 3,012,476.31) lawful money of the United States of America, for the payment
of which sum truly to be made to Obligee, Principal, and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following, as detailed:
Forest Lake's Subdivision Phase II, Pooler, GA

Said improvements shall be constructed in accordance with all applicable federal, state, and
local rules, regulations, laws, etc. including without limitation the Code of Ordinances for the
City of Pooler, Georgia.

NOW THEREFORE until these obligations hereunder cease as outlined herein

Attachment B

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

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

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE AND ORDINANCE FOLLOW]

Attachment B

IN WITNESS HEREOF, the Principal and Surety do hereunto execute this Bond number

0262741 this 18th day of November, 2024.

Attest

Ashee Haller

Witness as to Principal (1)

Patricia Jenkins

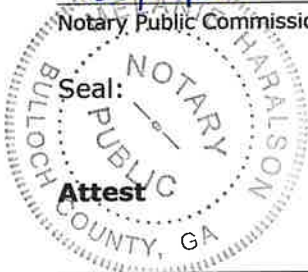
Witness as to Principal (2)

Maria Ha

Notary Public Signature

02/01/26

Notary Public Commission Expiration



Witness as to Surety (1)

Witness as to Surety (2)

Notary Public Signature

Notary Public Commission Expiration

Seal:



OR

Attest

Marilyn Brown

Witness as to Agent (1) Marilyn Brown

Karin Maynard

Witness as to Agent (2) Karin Maynard

Carolyn F. Smith

Notary Public Signature

Carolyn F. Smith
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 04/24/2028

Notary Public Commission Expiration



Principal

Matthew R. Hilton

Principal Signature

Matthew R. Hilton

Principal Print

Member

Principal Title

Preferred Site Construction, LLC

Company Name

Surety

Surety Authorized Signature

Surety Authorized Print

Berkley Insurance Company

Surety Company Name

475 Steamboat Rd.

Greenwich, CT 06830

Surety Business Address

Surety's Agent

Christy Lackey

Attorney in Fact Signature (Attach Power)

Christy Lackey

Attorney in Fact Print

2887096

Agent's License Number

Christy Lackey

Agent's Name

CITY OF POOLER, GEORGIA | CODE OF ORDINANCES

Sec. 74-137. Subdivision performance bonds.

- (a) A subdivision performance bond on a form approved by the city, or escrow account is required from the developer in an amount of 150 percent of the estimated total construction costs for the paving, curbs, and gutter, drainage system, sidewalks, water systems and sanitary sewage systems prior to recording the subdivision. If a bond is offered, it shall be executed by a surety or guaranty company qualified to transact business in the State of Georgia and acceptable to the city.
- (b) The city may reduce the required bond or escrow account amount to 50 percent of the total construction costs upon completion of construction. If no faults or failures develop at the end of six months, the city may reduce the bond or escrow account amount to 25 percent of the total construction costs. At the end of the second six months following completion of construction, the developer shall request an inspection, and if no faults or failures have developed, the city may release the bond or escrow upon approval by the aldermanic board.
- (c) The bond or escrow shall remain in force until released by the aldermanic board and shall not automatically expire at the end of 12 months. Bond and escrow forms are available from the office of the city clerk.

(Code 1976, § 16-36; Ord. of 6-5-2017(3), § I)

Attachment B
POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

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

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

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

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

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

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

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

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

Attest:
 (Seal) By Ira S. Lederman
 Executive Vice President & Secretary

Berkley Insurance Company
 By Jeffrey M. Hafter
 Senior Vice President

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

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) ss:

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

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

Maria C. Rundraken
 Notary Public, State of Connecticut

CERTIFICATE

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

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

Vincent P. Forte
 Vincent P. Forte





EOM Operations

Your solution to a better tomorrow

Attachment B

October 16th, 2024

Marcella Benson
City of Pooler
100 Southwest HWY 80
Pooler, GA 31322

Subject: Performance Bond Request
Forest Lakes Subdivision - Phase 11

Dear Mrs. Benson,

We have reviewed the requested Forest Lakes Subdivision - Phase 11 – Performance Bond, furnished by Neil McKenzie, PE, with Coleman Company; specifically the schedule of values and unit costs for the bond. The proposed performance bond covers all the applicable costs associated with installing the required infrastructure and site development elements required to complete the project.

Based on the information and calculations provided by Coleman Company, the cost of the remaining construction work covered by the bond is **\$2,008,317.54**, which is correct. Therefore, the calculated value of the 150% Performance bond of **\$3,012,476.31** is also correct.

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

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

Sincerely,

Craig Morgans

Craig Morgans
Project Manager
EOM

CC: Nicole Johnson; Director of Planning & Development – City of Pooler
John Winn; Assistant Director of Public Works – City of Pooler
Liberto Chacon, PE; Sr. VP of Operations – EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



October 1, 2024

Ms. Nicole Johnson
Director, Planning and Development
100 U.S. Highway 80 SW
Pooler, GA 31322

RE: Construction Bond Calculation
Forest Lakes Subdivision Phase 11
City of Pooler, GA
CCI Project #: 23-149.000

Dear Ms. Johnson:

Attached, please find the Construction Bond calculation for the above referenced project. The various infrastructure components that comprise the overall project were used to determine the Construction Bond cost. The respective infrastructure components and their unit costs are listed on the attached spreadsheet. Based on this information, the calculated Construction Bond amount is:

Cost of Infrastructure	\$ 2,008,317.54
150% Construction Bond	\$ 3,012,476.31

Please review the attached calculations and, if you concur, indicate your approval by signing below and returning the signed document to me. Prior to submitting a subdivision plat to the City Council for approval, the developer will secure a Construction Bond for the approved amount.

If you have any questions or comments, please call me on 200-3041.

Thank you,

Very Truly Yours,

Neil McKenzie, P.E.
Residential Group Leader
Coleman Company, Inc.

I hereby approve the Construction Bond calculated amount
of \$3,012,476.31 for the Forest Lakes PH 11 subdivision.

Nicole Johnson

Date

CC: Meghan Flowers
Malorie Boyd



CONSTRUCTION BOND CALCULATION

FOREST LAKES PHASE 11 PROJECT NO. 23-149.000

EARTHWORK & SITEWORK

Item No.	Description	Quantity	Units	Unit Price	Cost
I-1	Clearing & Grubbing	7.00	AC	\$ 5,900.00	\$ 41,300.00
I-2	Strip Topsoil, cut/shift & rough grade	1	LS	\$ 230,400.00	\$ 230,400.00
I-3	Remove & Replace Unsuitable Material in Roadway	4,480	CY	\$ 34.50	\$ 154,560.00
I-4	Fine Grade for Curb, Subgrades, Paving, Etc.	1	LS	\$ 21,000.00	\$ 21,000.00
I-5	Final Grading & Dressing for Grass	1	LS	\$ 15,000.00	\$ 15,000.00
I-6	Testing	1	LS	\$ 5,500.00	\$ 5,500.00
EARTHWORK & SITEWORK SUBTOTAL:					\$ 467,760.00

PAVEMENT & CONCRETE

Item No.	Description	Quantity	Units	Unit Price	Cost
II-1	18" Roll Curb & Gutter	3,445	LF	\$ 18.50	\$ 63,732.50
II-2	4" GABC - Temporary Turnaround	1,610	SY	\$ 19.00	\$ 30,590.00
II-3	8" Graded Aggregate Base	4,795	SY	\$ 34.00	\$ 163,030.00
II-4	1.5" Asphalt	4,795	SY	\$ 14.00	\$ 67,130.00
II-5	Common Area Sidewalk	1,530	SY	\$ 64.00	\$ 97,920.00
II-6	Handicap Ramps	4	EA	\$ 1,250.00	\$ 5,000.00
PAVEMENT & CONCRETE SUBTOTAL:					\$ 427,402.50

**STORM DRAINAGE SYSTEM**

Item No.	Description	Quantity	Units	Unit Price	Cost
III-1	18" RCP (6'-8')	143	LF	\$ 68.00	\$ 9,724.00
III-2	24" RCP (8'-10')	170	LF	\$ 97.00	\$ 16,490.00
III-3	36" RCP (6'-8')	233	LF	\$ 162.00	\$ 37,746.00
III-4	36" RCP (8'-10')	251	LF	\$ 164.00	\$ 41,164.00
III-5	36" RCP (10'-12')	131	LF	\$ 170.00	\$ 22,270.00
III-6	42" RCP (8'-10')	210	LF	\$ 242.00	\$ 50,820.00
III-7	42" RCP (10'-12')	181	LF	\$ 250.00	\$ 45,250.00
III-8	48" RCP (6'-8')	25	LF	\$ 278.00	\$ 6,950.00
III-9	18" FES	1	EA	\$ 1,490.00	\$ 1,490.00
III-10	36" FES	3	EA	\$ 3,713.00	\$ 11,139.00
III-11	42" FES	1	EA	\$ 5,270.00	\$ 5,270.00
III-12	48" FES	2	EA	\$ 5,699.00	\$ 11,398.00
III-13	Curb Inlet (0'-6') Small	1	EA	\$ 6,972.00	\$ 6,972.00
III-14	Curb Inlet (6'-8') Small	1	EA	\$ 7,208.00	\$ 7,208.00
III-15	Curb Inlet (6'-8') Medium	2	EA	\$ 7,443.00	\$ 14,886.00
III-16	Curb Inlet (8'-10') Medium	2	EA	\$ 8,061.00	\$ 16,122.00
III-17	Curb Inlet (8'-10') Large	2	EA	\$ 8,531.00	\$ 17,062.00
III-18	6" Underdrain in Rock	800	LF	\$ 34.00	\$ 27,200.00
III-19	Grate Inlet (8'-10') Medium	2	EA	\$ 6,505.00	\$ 13,010.00
III-20	Grate Inlet (6'-8') Medium	2	EA	\$ 6,270.00	\$ 12,540.00
III-21	Grate Inlet (6'-8') Large	1	EA	\$ 6,182.00	\$ 6,182.00
III-22	Dewatering	1	LS	\$ 14,118.00	\$ 14,118.00
III-23	Stone Bedding	500	TN	\$ 98.00	\$ 49,000.00
III-24	Select Fill	160	CY	\$ 28.00	\$ 4,480.00
III-25	Testing	1	LS	\$ 3,353.00	\$ 3,353.00
STORM DRAINAGE SYSTEM SUBTOTAL:					\$ 451,844.00

**SANITARY SEWER SYSTEM**

Item No.	Description	Quantity	Units	Unit Price	Cost
IV-1	Connect to Existing Manhole (8'-10')	1	LS	\$ 10,376.00	\$ 10,376.00
IV-2	Connect to Existing Manhole (12'-14')	1	LS	\$ 12,141.00	\$ 12,141.00
IV-3	Connect to Existing Manhole w/4" Service	2	LS	\$ 3,718.00	\$ 7,436.00
IV-4	8" DIP Lined P-401 (8'-10')	20	LF	\$ 167.00	\$ 3,340.00
IV-5	8" SDR-26 PVC Sewer (0'-6')	260	LF	\$ 39.00	\$ 10,140.00
IV-6	8" SDR-26 PVC Sewer (6'-8')	286	LF	\$ 42.00	\$ 12,012.00
IV-7	8" SDR-26 PVC Sewer (8'-10')	202	LF	\$ 44.00	\$ 8,888.00
IV-8	8" SDR-26 PVC Sewer (10'-12')	156	LF	\$ 49.00	\$ 7,644.00
IV-9	10" SDR-26 PVC Sewer (8'-10')	79	LF	\$ 57.00	\$ 4,503.00
IV-10	10" SDR-26 PVC Sewer (10'-12')	828	LF	\$ 62.00	\$ 51,336.00
IV-11	4" SDR-26 PVC Lateral	1,000	LF	\$ 19.00	\$ 19,000.00
IV-12	4' Diameter Manhole (0'-6')	4	EA	\$ 4,856.00	\$ 19,424.00
IV-13	4' Diameter Manhole (8'-10')	2	EA	\$ 6,309.00	\$ 12,618.00
IV-14	4' Diameter Manhole (10'-12')	5	EA	\$ 7,013.00	\$ 35,065.00
IV-15	8" x 4" Service Connection	17	EA	\$ 607.12	\$ 10,321.04
IV-16	10" x 4" Service Connection	6	EA	\$ 910.00	\$ 5,460.00
IV-17	Manhole Service Connection	7		\$ 465.00	\$ 3,255.00
IV-18	Dewatering	1	LS	\$ 11,765.00	\$ 11,765.00
IV-19	Stone Bedding	824	TN	\$ 98.00	\$ 80,752.00
IV-20	Select Fill	310	CY	\$ 28.00	\$ 8,680.00
IV-21	Remove/Replace Exst Roadway at SS Tie-in	1	LS	\$ 25,000.00	\$ 25,000.00
IV-22	Testing	1	LS	\$ 20,235.00	\$ 20,235.00
SANITARY SEWER SYSTEM SUBTOTAL:					\$ 379,391.04

**WATER DISTRIBUTION SYSTEM**

Item No.	Description	Quantity	Units	Unit Price	Cost
V-1	Connect to Existing 8" Main	2	EA	\$7,480.00	\$ 14,960.00
V-2	8" DIP Storm Crossing	4	EA	\$5,052.00	\$ 20,208.00
V-3	8" C-900 PVC	1,860	LF	\$41.00	\$ 76,260.00
V-4	Fire Hydrant Assembly	4	EA	\$7,455.00	\$ 29,820.00
V-5	8" Gate Valve in Manhole	4	EA	\$6,463.00	\$ 25,852.00
V-6	8" x 6" Service Connection	32	EA	\$606.00	\$ 19,392.00
V-7	1" PE Tubing	1,150	LF	\$13.00	\$ 14,950.00
V-8	Blow Off Hydrant	2	EA	\$2,941.00	\$ 5,882.00
V-9	Fittings	1	LS	\$24,294.00	\$ 24,294.00
V-10	Select Fill	300	CY	\$28.00	\$ 8,400.00
V-11	Testing & Chlorination	1	LS	\$8,147.00	\$ 8,147.00
WATER DISTRIBUTION SYSTEM SUBTOTAL:					\$ 248,165.00

SOIL EROSION & SEDIMENT CONTROL

Item No.	Description	Quantity	Units	Unit Price	Cost
VI-1	Construction Exit	2	EA	\$ 3,800.00	\$ 7,600.00
VI-2	Silt Fence - Type A	2,700	LF	\$ 2.40	\$ 6,480.00
VI-3	Filter Ring	1	EA	\$ 1,850.00	\$ 1,850.00
VI-4	Inlet Protection	13	EA	\$ 225.00	\$ 2,925.00
VI-5	Rip Rap Protection	20	SY	\$ 85.00	\$ 1,700.00
VI-6	Grassing	6.00	AC	\$ 2,200.00	\$ 13,200.00
SOIL EROSION & SEDIMENT CONTROL SUBTOTAL:					\$ 33,755.00

EARTHWORK & SITEWORK SUBTOTAL:	\$467,760.00
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PAVEMENT & CONCRETE SUBTOTAL:	\$427,402.50
--	---------------------

STORM DRAINAGE SYSTEM SUBTOTAL:	\$451,844.00
--	---------------------

SANITARY SEWER SYSTEM SUBTOTAL:	\$379,391.04
--	---------------------

WATER DISTRIBUTION SYSTEM SUBTOTAL:	\$248,165.00
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SOIL EROSION & SEDIMENT CONTROL SUBTOTAL:	\$33,755.00
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REMAINING INFRASTRUCTURE COST:	\$2,008,317.54
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CONSTRUCTION BOND (150% OF INFRASTRUCTURE COST):	\$3,012,476.31
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CITY of POOLER
— GEORGIA —

PLANNING & ZONING STAFF REPORT

Release of Performance Bond and Acceptance of Maintenance and Sidewalk Performance
Bonds for Harmony Subdivision Phase 8B Infrastructure

Project:	#A24-0066
P&Z Meeting Date:	November 12, 2024
City Council Meeting Date:	November 18, 2024
Applicant and Authorized Agent:	Harmony Partners, LLC
Location (Address):	Harmony Subdivision Phase 8B/Jazz Drive
Parcel (PIN):	51010 01007
Acreage:	Approximately 13.94
Zoning:	PUD (Jabot PUD)
Proposed Use:	Phase 8B of Harmony Subdivision
Staff Recommendation:	Approval
Planning & Zoning Commission:	TBD
Recommended Motion:	"After review of the application, move for approval of the request."
Attachments:	A. Recorded Plat B. Bond Submittal Documentation

Type: PLAT
Recorded: 6/6/2024 3:40:00 PM
Fee Amt: \$10.00 Page 1 of 1
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

Participant ID: 2756053648

BK 54 PG 376

LEGEND

●	BENCH MARK
○	IRON ROD FOUND
○	IRON PIPE FOUND
○	1" IRON PIPE SET
□	CMS CONCRETE MONUMENT SET
■	CMF CONCRETE MONUMENT FOUND
■	RWCNF RIGHT-OF-WAY CMF
■	PB PLAT BOOK
■	PIN PARCEL IDENTIFICATION NUMBER
■	BFE BASE FLOOD ELEVATION

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	31.50'	20.00'	S66°58'54"W	28.34'
C2	102.15'	170.00'	S24°38'52"W	100.62'
C3	614.91'	5579.53'	N81°04'15"W	614.60'
C4	20.77'	5579.53'	N78°01'12"W	20.77'
C5	125.06'	5579.53'	N78°46'08"W	125.06'
C6	55.07'	5579.53'	N79°41'38"W	55.07'
C7	55.04'	5579.53'	N80°15'33"W	55.04'
C8	55.03'	5579.53'	N80°49'28"W	55.03'
C9	55.01'	5579.53'	N81°23'22"W	55.01'
C10	55.00'	5579.53'	N81°57'15"W	55.00'
C11	55.00'	5579.53'	N82°31'08"W	55.00'
C12	55.00'	5579.53'	N83°05'02"W	55.00'
C13	55.01'	5579.53'	N83°38'55"W	55.01'
C14	28.91'	5579.53'	N84°04'46"W	28.91'
C15	59.79'	58.00'	N38°29'01"W	57.18'
C16	43.41'	58.00'	N89°27'30"W	42.40'
C17	44.78'	58.00'	S46°58'59"W	43.67'
C18	38.43'	58.00'	S55°25'56"W	37.73'
C19	38.43'	58.00'	S32°05'06"E	37.73'
C20	32.17'	58.00'	S66°57'32"E	31.76'

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C21	67.84'	58.00'	N57°19'38"E	64.04'
C22	45.92'	58.00'	S66°29'08"E	44.73'
C23	38.43'	58.00'	S24°49'13"E	37.73'
C24	38.43'	58.00'	S13°08'49"W	37.73'
C25	38.43'	58.00'	S51°08'50"W	37.73'
C26	28.50'	58.00'	S84°10'37"W	28.22'
C27	31.42'	20.00'	S37°34'00"E	28.28'
C28	31.42'	20.00'	N52°26'00"E	28.28'
C29	25.70'	20.00'	S45°45'30"E	23.97'
C30	25.70'	20.00'	N60°37'37"E	23.96'
C31	257.02'	58.00'	N44°06'01"E	92.70'
C32	257.56'	58.00'	S28°57'42"E	92.38'
C33	8.90'	20.00'	S69°49'00"E	8.83'
C34	16.80'	20.00'	S33°00'30"E	16.31'

REFERENCE

1. PLAT BOOK 54, PAGES 90
2. PLAT BOOK 53, PAGE 493
3. PLAT BOOK 53, PAGE 597
4. PLAT BOOK 53, PAGE 746
5. PLAT BOOK 52, PAGES 416-417
6. PLAT BOOK 50, PAGE 527
7. PLAT BOOK 51, PAGE 118
8. PLAT BOOK 50, PAGE 425
9. PLAT BOOK 50, PAGE 214
10. SUBDIVISION MAP BOOK 365, PAGES 89A-M
11. PLAT RECORD BOOK 30P, PAGES 22A-D
12. PLAT RECORD BOOK 9P, PAGE 13

SURVEY DATE: 7/24/2023
GPS EQUIPMENT USED: CARLSON BRX7 ON EGS RTK NETWORK
CONVENTIONAL EQUIPMENT USED: ELECTRONIC TOTAL STATION
ANGULAR ERROR PER "A" = 03"
ADJUSTED BY COMPASS RULE
PLAT ERROR OF CLOSURE: 1/183.155
FIELD ERROR OF CLOSURE: 1/67.949

LINE #	LENGTH	DIRECTION
L1	53.47'	S5°09'23"E
L2	57.83'	S37°31'56"E
L3	49.37'	S17°16'02"E
L4	78.59'	S39°20'52"E
L5	50.90'	S30°15'32"E
L6	36.52'	S32°36'49"E
L7	44.42'	S19°06'02"E
L8	46.26'	S23°29'23"E
L9	47.60'	S27°25'13"E
L10	36.67'	S55°13'42"E
L11	30.98'	S52°53'41"E
L12	38.90'	S44°55'45"E
L13	18.33'	S67°26'38"E
L14	18.94'	S54°11'22"E
L15	72.20'	N84°10'52"W
L16	107.59'	S87°21'21"W
L17	30.74'	N10°52'12"E
L18	36.88'	N41°17'18"W
L19	46.23'	N0°46'37"W
L20	37.01'	N26°43'13"W

LINE #	LENGTH	DIRECTION
L21	38.85'	N14°30'03"W
L22	45.50'	N18°43'40"W
L23	53.72'	N38°04'32"E
L24	87.12'	N1°00'46"E
L25	81.64'	N31°48'55"E
L26	31.73'	N55°56'11"E
L27	50.45'	N19°58'39"E
L28	28.83'	S89°39'58"E
L29	40.60'	S89°39'59"E
L30	35.87'	N8°38'23"E
L31	50.38'	S84°10'26"E
L32	47.52'	S50°30'54"E
L33	37.44'	S61°05'45"E
L34	13.47'	N53°03'46"E
L35	11.96'	S47°24'49"W
L36	14.57'	N82°34'00"W
L37	9.08'	N82°34'00"W
L38	7.30'	N82°34'00"W
L39	6.10'	N38°04'32"E
L40	20.80'	S81°02'48"E

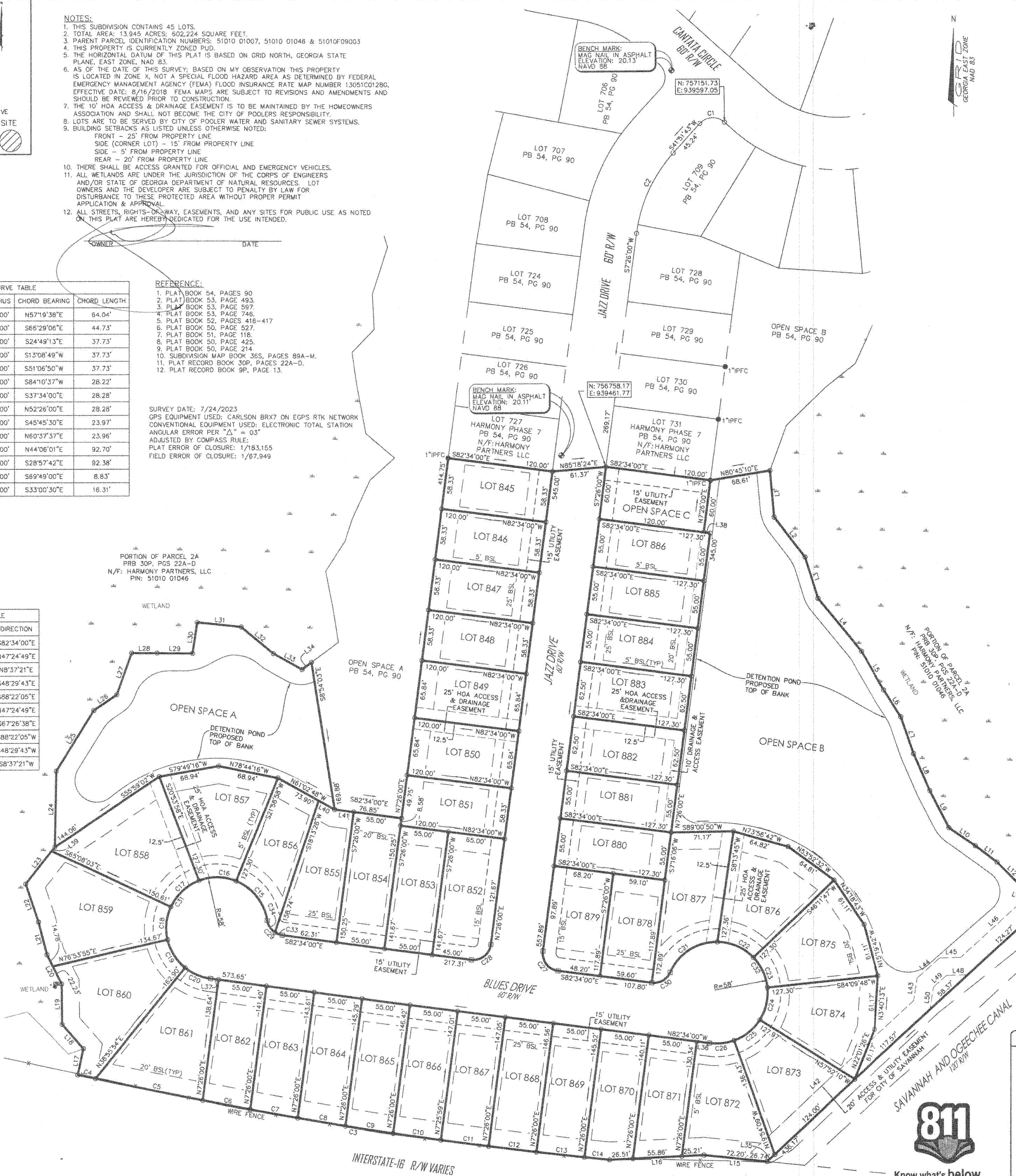
LINE #	LENGTH	DIRECTION
L41	21.85'	S82°34'00"E
L42	284.25'	N47°24'49"E
L43	26.06'	N8°37'21"E
L44	34.51'	S48°29'43"E
L45	23.92'	S88°22'05"E
L46	111.81'	N47°24'49"E
L47	3.75'	S67°26'38"E
L48	24.13'	S88°22'05"W
L49	20.00'	S48°29'43"W
L50	24.85'	S8°37'21"W

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

APPROVED BY THE POOLER PLANNING AND ZONING COMMISSION.
CHAIRMAN [Signature] DATE 6/5/24

APPROVED BY THE MAYOR AND ALDERMAN FOR THE CITY OF POOLER.

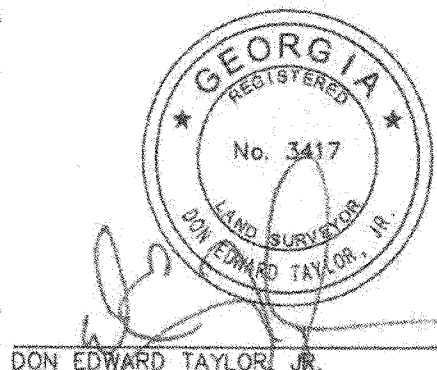
MAYOR [Signature] DATE 6/3/24
ALDERWOMAN [Signature] DATE 6/3/24
ALDERWOMAN [Signature] DATE 6/3/24
ALDERMAN [Signature] DATE 6-3-24
ALDERMAN [Signature] DATE 6-3-24
ALDERMAN [Signature] DATE 6-3-24



LOT #	ACRE	SF	ADDRESS	FFE(MIN)	PARCEL ID NUMBER
845	0.161	7,000	25 JAZZ DRIVE	20.50'	51010F17001
846	0.161	7,000	29 JAZZ DRIVE	20.50'	51010F17002
847	0.161	7,000	33 JAZZ DRIVE	20.50'	51010F17003
848	0.161	7,000	37 JAZZ DRIVE	20.50'	51010F17004
849	0.181	7,900	41 JAZZ DRIVE	20.50'	51010F17005
850	0.181	7,900	45 JAZZ DRIVE	20.50'	51010F17006
851	0.161	7,000	49 JAZZ DRIVE	20.50'	51010F17007
852	0.209	9,122	30 BLUES DRIVE	20.50'	51010F17008
853	0.179	7,792	26 BLUES DRIVE	20.50'	51010F17009
854	0.180	8,284	22 BLUES DRIVE	20.50'	51010F17010
855	0.198	8,834	18 BLUES DRIVE	20.50'	51010F17011
856	0.180	7,840	14 BLUES DRIVE	20.50'	51010F17012
857	0.259	11,293	10 BLUES DRIVE	20.50'	51010F17013
858	0.283	12,319	6 BLUES DRIVE	20.50'	51010F17014
859	0.304	13,250	2 BLUES DRIVE	20.50'	51010F17015
860	0.293	12,779	1 BLUES DRIVE	20.50'	51010F17016
861	0.269	11,712	5 BLUES DRIVE	20.50'	51010F17017
862	0.177	7,704	9 BLUES DRIVE	20.50'	51010F17018
863	0.180	7,840	13 BLUES DRIVE	20.50'	51010F17019
864	0.182	7,947	17 BLUES DRIVE	20.50'	51010F17020
865	0.184	8,024	21 BLUES DRIVE	20.50'	51010F17021
866	0.185	8,072	25 BLUES DRIVE	20.50'	51010F17022
867	0.186	8,089	29 BLUES DRIVE	20.50'	51010F17023
868	0.185	8,077	31 BLUES DRIVE	20.50'	51010F17024
869	0.184	8,034	33 BLUES DRIVE	20.50'	51010F17025
870	0.182	7,912	37 BLUES DRIVE	20.50'	51010F17026
871	0.171	7,437	39 BLUES DRIVE	20.50'	51010F17027
872	0.224	9,778	43 BLUES DRIVE	20.50'	51010F17028
873	0.230	10,008	47 BLUES DRIVE	20.50'	51010F17029
874	0.231	10,075	49 BLUES DRIVE	20.50'	51010F17030
875	0.231	10,055	50 BLUES DRIVE	20.50'	51010F17031
876	0.252	10,968	46 BLUES DRIVE	20.50'	51010F17032
877	0.232	10,090	42 BLUES DRIVE	20.50'	51010F17033
878	0.161	7,000	38 BLUES DRIVE	20.50'	51010F17034
879	0.183	7,954	34 BLUES DRIVE	20.50'	51010F17035
880	0.161	7,002	52 JAZZ DRIVE	20.50'	51010F17036
881	0.161	7,002	48 JAZZ DRIVE	20.50'	51010F17037
882	0.163	7,956	44 JAZZ DRIVE	20.50'	51010F17038
883	0.183	7,956	40 JAZZ DRIVE	20.50'	51010F17039
884	0.161	7,002	36 JAZZ DRIVE	20.50'	51010F17040
885	0.161	7,002	32 JAZZ DRIVE	20.50'	51010F17041
886	0.161	7,002	28 JAZZ DRIVE	20.50'	51010F17042
TOTAL LOT	8.252	354,236			
OPEN SPACE A	0.992	43,199	8 BLUES DRIVE		51010F17043
OPEN SPACE B	2.592	112,921	44 BLUES DRIVE		51010F17044
OPEN SPACE C	0.165	7,200	24 JAZZ DRIVE		51010F17045
R/W	1.944	84,668			
TOTAL AREA	13.945	602,224			

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-87, 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.
GA REG. LAND SURVEYOR NO. 3417
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1167



HARMONY, PHASE 8B
BEING A PORTION OF PARCEL 2
OF THE LANDS OF 929 PROPERTIES, LLC
8TH G.M. DISTRICT, CITY OF POOLER, CHATHAM COUNTY, GEORGIA
PREPARED FOR: HARMONY PARTNERS, LLC

JOB NUMBER: 22-870
DATE: 4/01/24
DRAWN BY: RRG
CHECKED BY:
SCALE: 1"=80'

MAJOR
SUBDIVISION

SHEET:

1/1



CITY of POOLER
GEORGIA

MAINTENANCE AND WARRANTY BOND

Bond Number : 0262743 Principal Amount: \$478,825.14
Project: Harmony Subdivision Phase 8B Infrastructure
Location : Pooler, GA City Permit Number :

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of
9521 US Hwy. 301 South, Statesboro, GA 30458 ; as Principal, hereinafter called "CONTRACTOR,"
and Berkley Insurance Company, as Surety, hereinafter called the "SURETY,"
registered business address of 475 Streamboat Rd., Greenwich, CT 06830, a Surety insurer,
chartered and existing under the laws of the State of Delaware

and authorized to do business in the State of Georgia, are held and firmly bound unto the
City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its
Mayor and City Council, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261,

herein called the "OBLIGEE," in the sum of Four Hundred Seventy Eight Thousand Eight US Dollars
(\$ 478,825.14) Hundred Twenty Five & 14/100
lawful money of the United States of America, for the
payment of which sum truly to be made to Obligee, Contractor, and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

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

Harmony Subdivision Phase 8B Infrastructure 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 12 months, commencing on the date

Attachment B

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.

Attachment B

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 AND ORDINANCE FOLLOW]

Attachment B

IN WITNESS HEREOF, the Contractor and Surety do hereunto execute this Bond number

0262743 this 18th day of November, 2024.

Attest

Shirley Hallen

Witness as to Contractor (1)

Patsy Jenkins

Witness as to Contractor (2)

meec Ha

Notary Public Signature

10/2/26

Notary Public Commission Expiration



Witness as to Surety (1)

Witness as to Surety (2)

Notary Public Signature

Notary Public Commission Expiration

Seal:



Attest

Marilyn Brown

Witness as to Agent (1) Marilyn Brown

Karin Maynard

Witness as to Agent (2) Karin Maynard

Carolyn F. Smith

Notary Public Signature

Carolyn F. Smith
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 04/24/2028

Notary Public Commission Expiration



Contractor

Matthew R. Hilton

Contractor Signature

Matthew R. Hilton

Contractor Print

Member

Contractor Title

Preferred Site Construction, LLC

Company Name

Surety

Surety Authorized Signature

Surety Authorized Print

Berkley Insurance Company

Surety Company Name

465 Steamboat Rd.

Greenwich, CT 06830

Surety Business Address

OR

Surety's Agent

Christy Lackey

Attorney in Fact Signature (Attach Power)

Christy Lackey

Attorney in Fact Print

2887096

Agent's License Number

Christy Lackey

Agent's Name

CITY OF POOLER, GEORGIA | CODE OF ORDINANCES

Sec. 706. Maintenance bond.

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

(Ord. of 6-5-2017(2), § II)

Attachment B
POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-10341a

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

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

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

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

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

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

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

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

Attest:
(Seal) By Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

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

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

) ss:

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

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

Maria C. Rundraken
Notary Public, State of Connecticut

CERTIFICATE

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

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

Vincent P. Forte
Vincent P. Forte





CITY of POOLER
GEORGIA

SIDEWALK PERFORMANCE BOND

Bond Number: 0262742 Principal Amount: \$87,150.00

Project: Harmony Subdivision Phase 8B Sidewalk

Location: Pooler, GA City Permit Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of
9521 US Hwy 301 South, Statesboro, GA 30459; as Principal, hereinafter called "PRINCIPAL,"
and Berkley Insurance Company, as Surety, hereinafter called the "SURETY,"
registered business address of 475 Steamboat Rd., Greenwich, CT 06830, a Surety insurer,
chartered and existing under the laws of the State of Delaware,

and authorized to do business in the State of Georgia, are held and firmly bound unto the
City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its
Mayor and City Council, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261,

herein called the "OBLIGEE," in the sum of Eighty Seven Thousand One Hundred Fifty US Dollars
(\$ 87,150.00) lawful money of the United States of America, for the payment
of which sum truly to be made to Obligee, Principal, and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following, as detailed:
Harmony Subdivision Phase 8B Sidewalk

Said improvements require the installation of sidewalks, which shall be constructed within
eighteen (18) months of the first date the subdivision plat for the described improvements
is recorded with the Office of the Clerk for the Superior Court of Chatham County, Georgia,
and in accordance with all applicable federal, state, and local rules, regulations, laws, etc.
including without limitation the Code of Ordinances for the City of Pooler, Georgia.

Attachment B

NOW THEREFORE until these obligations hereunder cease as outlined herein

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

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

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE AND ORDINANCE FOLLOW]

Attachment B

IN WITNESS HEREOF, the Principal and Surety do hereunto execute this Bond number

0262742 this 18th day of November, 2024.

Attest

Witness as to Principal (1)

Patricia Jenkins
Witness as to Principal (2)

Mela H
Notary Public Signature

02/01/26
Notary Public Commission Expiration

Attest

Witness as to Surety (1)

Witness as to Surety (2)

Notary Public Signature

Notary Public Commission Expiration

Seal:



Attest

Marilyn Brown
Witness as to Agent (1) Marilyn Brown

Karin Maynard
Witness as to Agent (2) Karin Maynard

Carolyn F. Smith
Notary Public Signature

Carolyn F. Smith
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA
My Commission Expires 04/24/2028

Notary Public Commission Expiration

Principal

Principal Signature

Matthew R. Hilton
Principal Print

Member
Principal Title

Preferred Site Construction, LLC
Company Name

Surety

Surety Authorized Signature

Surety Authorized Print

Berkley Insurance Company

Surety Company Name
475 Steamboat Rd.
Greenwich, CT 06830
Surety Business Address

OR

Surety's Agent

Christy Lackey
Attorney in Fact Signature (Attach Power)

Christy Lackey
Attorney in Fact Print

2887096
Agent's License Number

Christy Lackey
Agent's Name

CITY OF POOLER, GEORGIA | CODE OF ORDINANCES

Sec. 74-136. Sidewalks; bond.

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

- (1) Sidewalks shall be placed as lot improvements are constructed.
- (2) Sidewalks shall be placed in the right-of-way as approved by the city.
- (3) Undeveloped lots shall require sidewalks in place within 18 months after the subdivision plat map is recorded.
- (4) A sidewalk performance bond on a form approved by the city, or escrow account shall be provided by the developer at the time a final plat is submitted. If a bond is offered, it shall be executed by a surety or guaranty company qualified to transact business in the State of Georgia and acceptable to the city.
- (5) The bond or escrow account shall be in the amount of 150 percent of the estimated total construction costs for all sidewalks within a development subject to the requirements of this article.
- (6) Upon completion of construction the city may reduce the required bond or escrow account amount to 50 percent of the total construction costs. If no faults or failures develop at the end of six months, the city may reduce the bond or escrow account amount to 25 percent of the total construction costs. At the end of the second six months following completion of construction, the developer shall request an inspection, and if no faults or failures have developed, the city may release the bond or escrow upon approval by the aldermanic board.
- (7) The bond or escrow shall remain in force until released by the aldermanic board and shall not automatically expire at the end of 12 months. Bond and escrow forms are available from the office of the city clerk.

(Code 1976, § 16-35; Ord. of 6-5-2017(5), § 1)

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



The seal of the Berkley Insurance Company is a circular emblem. The outer ring contains the text "BERKLEY INSURANCE COMPANY" at the top and "DELAWARE" at the bottom. The inner circle features the word "CORPORATE" in a smaller font above the word "SEAL" in a large, bold font. Below "SEAL" is the year "1975".



CITY of POOLER
— GEORGIA —

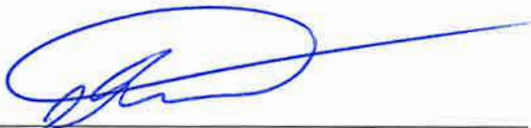
Public Works
Certificate of Completion

October 17, 2024

Harmony 8B,

The developers of Harmony 8B completed all punch list items for this project. Upon council approval, the City of Pooler Public Works Department approves the above-stated development to begin its warranty bonding period.

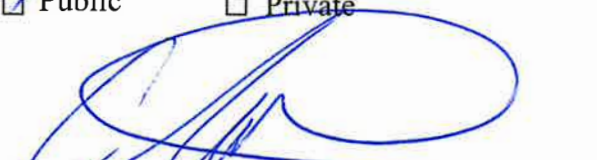
Signed and Approved By:



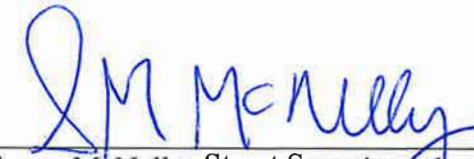
John Winn- Sewer Superintendent
☒ Public ☐ Private



Mark Williams- Water Superintendent
☒ Public ☐ Private



Chris Costa- Drainage Superintendent
☒ Public ☐ Private



Shawn McNelly- Street Superintendent
☒ Public ☐ Private

Tarra Duff
Public Works Coordinator





EOM Operations

Your solution to a better tomorrow

Attachment B

October 17th, 2024

Marcella Benson
City of Pooler
100 Southwest HWY 80
Pooler, GA 31322

Subject: Warranty Bond Request
 Harmony Subdivision - Phase 8B

Dear Mrs. Benson,

We have reviewed the requested Harmony Subdivision - Phase 8B – Warranty Bond, and Harmony Subdivision – Phase 8B Sidewalk Performance Bond furnished by Neil McKenzie, PE, with Coleman Company; specifically the schedule of values and unit costs for the bond.

The proposed **Warranty Bond** covers the applicable costs associated with the completed construction of the proposed City maintained infrastructure. This infrastructure includes the water distribution system, paving & concrete work, drainage system, and sanitary sewer system. Based on the calculations provided by Coleman Company, the cost of the City maintained infrastructure is \$949,650.28 which is correct. Therefore the **50% Warranty Infrastructure Bond** of 478,825.14 is also correct.

The proposed **Performance Bond** covers the remaining sidewalk associated with Phase 8B of Harmony Subdivision. Based on the calculations provided by Coleman Company, the cost of the remaining sidewalk is \$58,100.00 which is correct. Therefore the **150% Sidewalk Performance Bond** of \$87,150.00 would also be correct.

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

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

Sincerely,
Craig Morgans
Craig Morgans
Project Manager
EOM

CC: Nicole Johnson; Director of Planning & Development – City of Pooler
 John Winn; Assistant Director of Public Works – City of Pooler
 Liberto Chacon, PE; Sr. VP of Operations – EOM



480 Edsel Drive, Ste 100
Richmond Hill, GA 31324



www.eomworx.com



Ph: 912.445.0050
F: 912.756.5882



06/12/2024

City of Pooler
100 SW Highway 80
Pooler, Ga 31322

Attn: Mrs. Nicole Johnson

**Re: Utility Warranty Bond
Harmony Phase 8B
Pooler, Ga**

CCI: 22-1018

Dear Mrs. Johnson:

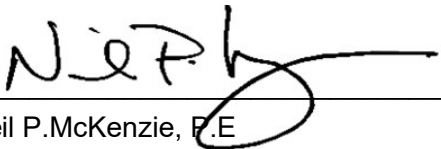
Enclosed, please find the Utility Warranty Bond Calculation for the above referenced project. The various infrastructure components that comprise the City of Pooler maintained infrastructure were used to determine the Utility Performance Bond Cost. The City maintained infrastructure consists of the public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

Regards,

Total Cost of Infrastructure: \$ 949,650.28

Warranty Bond 50% of Cost of Infrastructure: \$ 478,825.14

Coleman Company, Inc.



Neil P. McKenzie, P.E.



Performance Bond Calculations

Section I - Erosion Control

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

\$0.00

Section II - Grading

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

\$0.00

Section III - Paving & Concrete Work

Item #:	Description:	Quantity:	Unit Price:	Cost:
III-1	18" roll curb and gutter	2580	\$19.00	\$49,020.00
III-2	8" graded aggregate base	4165	\$34.00	\$141,610.00
III-3	1.5" Asphalt Topping (SY)	4165	\$19.00	\$79,135.00
III-4	handicap ramps	3	\$1,500.00	\$4,500.00
III-5	Common area sidewalks	25	\$64.00	\$1,600.00

\$275,865.00

Section IV - Sanitary Sewer

Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-1	Connect to existing manhole wth core 12-14'	1	\$5,294.00	\$5,294.00
IV-2	8" SDR-26 PVC sewer - 0-6'	28	\$52.00	\$1,456.00
IV-3	8" SDR-26 PVC sewer- 6-8'	406	\$55.00	\$22,330.00
IV-4	8" SDR-26 PVC sewer- 8-10'	246	\$60.00	\$14,760.00
IV-5	8" SDR-26 PVC sewer- 10-12'	526	\$65.00	\$34,190.00
IV-6	4' dia. MH 0-6'	1	\$4,882.00	\$4,882.00
IV-7	4' dia. MH 6-8'	4	\$5,294.00	\$21,176.00
IV-8	4' dia. MH 10-12'	2	\$6,000.00	\$12,000.00
IV-9	4" SDR-26 PVC lateral	2020	\$19.50	\$39,390.00
IV-10	8x4 SDR-26 PVC Tys	34	\$206.00	\$7,004.00
IV-11	4" SDR-26 PVC 45	80	\$59.00	\$4,720.00
IV-12	4" lateral connection in manhole	4	\$412.00	\$1,648.00
IV-13	4" PVC caps	38	\$29.00	\$1,102.00



Item #:	Description:	Quantity:	Unit Price:	Cost:
IV-14	2"x4" lateral markers	38	\$29.00	\$1,102.00
IV-15	TV laterals	2020	\$3.50	\$7,070.00
IV-16	Air Test	3198	\$3.00	\$9,594.00
IV-17	Clean Out Assembly (EA)	1178	\$3.00	\$3,534.00
IV-18	Mandrell Test	1178	\$1.76	\$2,073.28
IV-19	Estimated Stone for Bedding (TN)	900	\$88.00	\$79,200.00
IV-20	Select Fill (CY)	720	\$24.00	\$17,280.00

\$289,805.28**Section V - Stormwater Drainage System**

Item #:	Description:	Quantity:	Unit Price:	Cost:
V-1	18" RCP	216	\$72.00	\$15,552.00
V-2	24" RCP	584	\$94.00	\$54,896.00
V-3	18" FES	1	\$1,588.00	\$1,588.00
V-4	24" FES (EA)	4	\$2,324.00	\$9,296.00
V-5	Type "C" curb inlet with 100' 6" sock	5	\$8,882.00	\$44,410.00
V-6	Outlet control structure	1	\$8,176.00	\$8,176.00
V-7	Temporary Inlet Protection (EA)	10	\$382.00	\$3,820.00
V-8	Stone for Bedding (TN)	125	\$88.00	\$11,000.00
V-9	Testing	1	\$3,800.00	\$3,800.00
V-10	Select Fill (CY)	50	\$24.00	\$1,200.00

\$153,738.00**Section VI - Water Distribution System**

Item #:	Description:	Quantity:	Unit Price:	Cost:
VI-1	Connect to existing main w/ temporary backflow	1	\$1,765.00	\$1,765.00
VI-2	10" MJ sleeve	2	\$882.00	\$1,764.00
VI-3	10" MJ tapping sleeve in manhole	1	\$18,412.00	\$18,412.00
VI-4	8" Gate Valve in Box (EA)	5	\$2,941.00	\$14,705.00
VI-5	Fire Hydrant Assembly (EA)	2	\$6,824.00	\$13,648.00
VI-6	air release valve in manhole	1	\$4,412.00	\$4,412.00
VI-7	4" C-900 PVC	654	\$32.00	\$20,928.00
VI-8	1" service tubing	1065	\$12.00	\$12,780.00
VI-9	8" C-900 PVC	1033	\$53.00	\$54,749.00
VI-10	10" C-900 PVC	105	\$76.00	\$7,980.00
VI-11	10" MJ gate valve in manhole	1	\$10,294.00	\$10,294.00
VI-12	2" blow off	1	\$882.00	\$882.00



Item #:	Description:	Quantity:	Unit Price:	Cost:
VI-13	10"x2" MJ tapped cap	1	\$441.00	\$441.00
VI-14	4" ductile iron	20	\$87.00	\$1,740.00
VI-15	8" ductile iron	20	\$80.00	\$1,600.00
VI-16	16" ductile iron for fire hydrant	20	\$75.00	\$1,500.00
VI-17	1" corp stop	38	\$176.00	\$6,688.00
VI-18	1" curb stop	38	\$218.00	\$8,284.00
VI-19	Fittings (LS)	1	\$35,570.00	\$35,570.00
VI-20	Testing & Chlorination (LS)	1	\$10,300.00	\$10,300.00
VI-21	Select Fill (CY)	75	\$24.00	\$1,800.00

\$230,242.00



06/26/2024

City of Pooler
100 SW Highway 80
Pooler Georgia, 31322

Attn: Mrs. Nicole Johnson

**Re: Sidewalk Performance Bond
Harmony Ph 8B
Pooler, Georgia**

CCI: 22-870

Dear Mrs. Johnson:

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

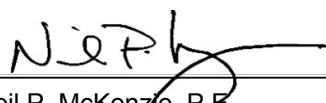
Cost of Infrastructure: **\$58,100.00**

Performance Bond 150%: **\$87,150.00**

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

Regards,

Coleman Company, Inc.



Neil P. McKenzie, P.E.



Bond Calculations

Section I - Erosion Control

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

Section II - Grading

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

Section III - Paving & Concrete Work

Item #:	Description:	Quantity:	Unit Price:	Cost:
III-1	Sidewalks (SY)	1162	\$50.00	\$58,100.00

Section IV - Sanitary Sewer

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

Section V - Stormwater Drainage System

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

Section VI - Water Distribution System

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

Erosion Control:	\$0.00
Grading:	\$0.00
Paving & Concrete Work:	\$58,100.00
Sanitary Sewer:	\$0.00
Stormwater Drainage:	\$0.00
Water Distribution:	\$0.00
Total Infrastructure Cost:	\$58,100.00



CITY of POOLER
— GEORGIA —

STATE OF GEORGIA }
 }
COUNTY OF CHATHAM }

ORDINANCE O2024-07.D
Fence Requirements

AN ORDINANCE TO AMEND THE CITY OF POOLER CODE OF ORDINANCES CHAPTER 22- BUILDINGS AND BUILDING REGULATIONS, ARTICLE IV. FENCES, TO AMEND STANDARDS RELATED TO THE PERMITTING AND CONSTRUCTION OF FENCES; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

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

I

That CHAPTER 22 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE IV – FENCES, be amended by deleting the strikethrough text and adding the underlined text as follows:

Sec. 22-111. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal enclosure means an animal wire or chain-link fence, with wood or metal posts with a minimum height of 4 feet and a maximum height of 6 feet ~~as required~~.

Commercial/security fence means a fence constructed of wrought iron or similar material, ~~or~~ vinyl coated galvanized chain link fencing material to include an all vinyl coated fence framework system. The ~~vinyl-coated~~ fence and framework system shall be black or hunter green with a maximum height of eight feet. The minimum requirement for thickness shall be nine gauge which is defined as the total overall thickness to include the inner wire.

Decorative or ornamental means a fence constructed of wood, vinyl, masonry and wrought iron or a combination thereof with a maximum height not to exceed ~~36 inches~~ four feet and maximum 70 percent opaqueness.

Fences. An artificially constructed barrier of any material or combination of materials that is at least two feet in height when measured from the grade directly below the fence, to enclose, screen, or separate areas.

~~Industrial/security fence~~ means a fence constructed of ~~vinyl-coated galvanized chain link fencing material, or wrought iron or similar material, with a maximum height of eight feet.~~ to include an all vinyl-coated fence framework system. The vinyl coated fence and framework system shall be black or hunter green with a maximum height of eight feet. The minimum requirement for thickness shall be nine gauge which is defined as the total overall thickness to include the inner wire.

~~Residential fence Privacy~~ means a fence constructed of wood or other material as appropriate to maintain aesthetic decor with a maximum height of six feet.

~~Utility~~ means a fence of chain link construction with wood or metal posts with a maximum height not to exceed four feet.

Sec. 22-112. - Building permit; application.

(a) A building permit ~~issued by the administrative officer~~ is required in advance of the construction or erection of a fence.

(b) An application for a fence building permit will be accompanied by a ~~simple sketch~~ survey of the property or approved site plan delineating all property lines and easements and showing the dimensions (including height), type, material and location of the fence to be erected. If the fence is a decorative fence, the application shall include a front elevation and cross-sectional drawing of the fence, and the location of the fence and its relation to nearby buildings, utility easements and fire hydrants.

Sec. 22-113. - Minimum standards.

The minimum standards for fence construction shall be as follows:

(1) Utility fences shall be restricted to the rear and side yards and shall not exceed the front yard or side yard setback line on the corner lot.

(2) Barbed wire shall not be used above a utility fence.

(3) ~~Residential Privacy~~ fences will be restricted to the rear and side yards and shall not exceed the front yard setback line. The side street setback line is included in this restriction. Residential fences for multi-family residential development are permitted to encroach in the front yard setback line but can be no closer than 15 feet from the front property line or side street property line.

(4) See Chapter 14, section 14-4 for animal enclosure distance requirements for fences. Fenced animal enclosures are restricted to the rear and side yards and shall not exceed the front yard setback line. The side street setback line is included in this restriction.

(5) Decorative or ornamental fences will not be restricted by setback lines. The construction approval must be obtained from the planning and zoning commission and the aldermanic board prior to the issuance of a building permit.

(6) Commercial/security fences shall be allowed provided they do not exceed the dimensions set out in section 22-111. Setback restrictions shall apply for commercial uses or in the commercially zoned districts. Three strands of vinyl coated barbed wire to match the existing fence framework system shall be allowed

on top of a six-foot security fence but is not allowed on an eight-foot security fence.

(7) Industrial/security fences shall be allowed provided they do not exceed the dimensions set forth in section 22-111. Setback restrictions shall not apply in the industrially zoned districts. Three strands of vinyl coated barbed wire to match the existing fence framework system shall be allowed on top of a six-foot security fence but is not allowed on an eight-foot security fence.

(8) All fences shall be kept in good repair; and unless constructed of galvanized or non-corroding metal, shall be given a protective coating as necessary to maintain a clean appearance and safe condition.

Sec. 214 – 216 – no changes

Sec. 22-117. - Violation; penalty.

Any person violating any provision of this article may be deemed guilty of an offense, and upon conviction shall be punished as provided in section 1-12.

II

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

III

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

IV

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

FIRST READING: _____ day of _____, _____

SECOND READING: _____ day of _____, _____

ADOPTED: _____ day of _____, _____

CITY OF POOLER, GEORGIA

Karen L. Williams, Mayor

ATTEST:

Kiley Fusco, Clerk of Council