

#### **CITY OF PORT WENTWORTH**

## CITY COUNCIL DECEMBER 21, 2023

**Council Meeting Room** 

#### **Regular Meeting**

7:00 PM

#### 7224 GA HIGHWAY 21 PORT WENTWORTH, GA 31407

- 1. CALL MEETING TO ORDER
- 2. PRAYER AND PLEDGE OF ALLEGIANCE
- 3. ROLL CALL CLERK OF COUNCIL
- 4. APPROVAL OF AGENDA
- 5. RECOGNITION OF SPECIAL GUESTS
- 6. PUBLIC COMMENTS REGISTERED SPEAKERS
- 7. ELECTIONS & APPOINTMENTS
- 8. ADOPTION OF MINUTES
  - A. Regular Council Meeting Minutes -November 30, 2023
- 9. COMMUNICATIONS & PETITIONS
- 10. COMMITTEE REPORTS
- 11. CONSENT AGENDA
  - A. City Council 2024 Meeting Dates
  - B. Alcoholic Beverage License Application submitted by Samir Patel for a Malt Beverage / Wine Package Retail License for SHRI DWADASH RK Inc., DBA Sunny's Flashmart (7308 Highway 21) located in a P-C-1 (Planned Neighborhood Business)

#### 12. UNFINISHED BUSINESS

- A. Street Parking Ordinance- 2nd Reading
- B. Amending Chapter 17.1 Human Resources Policy 2nd Reading

#### 13. NEW BUSINESS

- A. Development Agreement SPH 21
- B. Fee Schedule Amendment
- C. Port Wentworth Recreational Complex Change Order 2
- D. RFP- New Fire Station
- E. Landfill Permit Consistency Determination

City of Port Wentworth Generated: 12/15/2023 5:08 PM Page 1

➤ Public Hearing ➤ Action

#### 14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

#### 15. EXECUTIVE SESSION

- A. Litigation
- B. Personnel
- C. Real Estate

#### 16. ADJOURNMENT



#### **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

#### **S**CHEDULED

Meeting: 12/21/23 07:00 PM
Department: All
Category: Resolution
Prepared By: Zahnay Smoak
Department Head: Steve Davis

#### AGENDA ITEM (ID # 2916)

DOC ID: 2916

#### **City Council 2024 Meeting Dates**

**<u>Issue/Item:</u>** City Council meeting dates for 2024.

**<u>Background:</u>** This resolution would simplify the schedule to do one City Council Meeting per month and move it to the 3<sup>rd</sup> Thursday of the month.

**Facts and Findings:** This resolution will set all the dates for City Council meetings for 2024.

**Funding:** N/A

**Recommendation:** Approve

#### **ATTACHMENTS:**

• 23.12.21 - PW - Res - 2024 CC Mtg Dates (3) (DOCX)

Updated: 12/14/2023 4:35 PM by Zahnay Smoak

#### **RESOLTUION NO. R23-12-01**

#### STATE OF GEORGIA COUNTY OF CHATHAM CITY OF PORT WENTWORTH

#### A RESOLUTION SETTING THE 2024 CITY COUNCIL MEETING DATES

**WHEREAS**, the Mayor and City Council's Rules of Procedures calls for Regular meetings to be held each month;

**WHEREAS**, the Mayor and City Council desires to publish and make known its planned regular meetings schedule for 2024;

**WHEREAS**, the Mayor and City Council desires to provide as much notice and clarity as possible to the citizens and public regarding public meetings; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Port Wentworth, Georgia, while in regular session on December 21, 2023, as follows:

- I. City Council sets the following dates and times for its regular meetings for 2024:
  - 1) Thursday, January 18, 2024 at 7:00 PM
  - 2) Thursday, February 15, 2024 at 7:00 PM
  - 3) Thursday, March 21, 2024 at 7:00 PM
  - 4) Thursday, April 18, 2024 at 7:00 PM
  - 5) Thursday, May 16, 2024 at 7:00 PM
  - 6) Thursday, June 20, 2024 at 7:00 PM
  - 7) Thursday, July 18, 2024 at 7:00 PM
  - 8) Thursday, August 15, 2024 at 7:00 PM
  - 9) Thursday, September 19, 2024 at 7:00 PM
  - 10) Thursday, October 17, 2024 at 7:00 PM
  - 11) Thursday, November 21, 2024 at 7:00 PM
  - 12) Thursday, December 19, 2024 at 7:00 PM
- II. The City Manager and City staff shall take such actions deemed necessary or advisable to provide as much notice and clarity as possible to the citizens and public regarding public meetings.
- III. All laws and parts of laws in conflict with this Resolution are hereby repealed.

IV. This Resolution shall become effective immediately upon its passage and adoption.

**SO RESOLVED** this the 21st day of December, 2023.

	Approved:	
	Gary Norton, Mayor	_
Attest:		
Clerk, or City Staff		



#### **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

#### **S**CHEDULED

AGENDA ITEM (ID # 2918)

Meeting: 12/21/23 07:00 PM
Department: All
Category: Planning/Zoning Item
Prepared By: Zahnay Smoak
Department Head: Steve Davis

DOC ID: 2918

# Alcoholic Beverage License Application submitted by Samir Patel for a Malt Beverage / Wine Package Retail License for SHRI DWADASH RK Inc., DBA Sunny's Flashmart (7308 Highway 21) located in a P-C-1 (Planned Neighborhood Business)

**Issue/Item:** Alcoholic Beverage License Application submitted by Samir Patel for a Malt Beverage / Wine Package Retail License for SHRI DWADASH RK Inc., DBA Sunny's Flashmart (7308 Highway 21) located in a P-C-1 (Planned Neighborhood Business) Zoning District

**Background:** The applicant has submitted this application due to a change in ownership.

<u>Facts and Findings:</u> The applicant, Samir Patel, has properly completed and filed the City application and paid all applicable fees. Mr. Patel has listed three residents of the City as references, and he has passed the criminal background check conducted by the Port Wentworth Police Department.

#### **ATTACHMENTS:**

Alcohol BL (PDF)

Updated: 12/14/2023 4:49 PM by Zahnay Smoak



#### **CITY OF PORT WENTWORTH**

#### **ALCOHOL BEVERAGE LICENSE APPLICATION**

Administration Department | 7224 GA Highway 21, Port Wentworth, Georgia 31407

Phone: 912.964.4379 | Fax: 912.966.7429

This application must be completely filled out for processing. Please type or print legibly in blue or black ink.

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crime, (c) the sentence or fine levied, (d) the date of the conviction, and (e) the jurisdiction in which said conviction occurred. For alcoholic beverage license suspensions and revocations include (a) the name of the person involved, (b) basis for suspension or revocation, (c) the punitive action taken, (d) the date of the action, and (e) the jurisdiction in which the suspension or revocation

Listed on separate paper? Yes V No, such convictions, license suspensions or revocations.

action was taken.

BUSINESS INFORMATION			
LEGAL BUSINESS NAME:	DOING BU	SINESS AS (DBA) NAMEIf applic	abla.
Snoi Dwadash R		DOWN S FLOS	and of
BUSINESS TYPE:		1110	111100
➤ Convenience Store Hotel	Package Shop	Restaurant	
WholesaleSupermarket	Other (Explain)	-professional all materials and a second of	
FEDERAL EMPLOYMENT ID NUMBER (FEIN):	GEORGIA S	ALES TAX ID NUMBER (STIN):	
92-3742332	3 08	-896605	
BUSINESS ADDRESS (Physical Location):	CITY:	STATE:	ZIP CODE:
7308 GA HWY 21	Postuc	ntworth GA	31407
BUSINESS MAILING ADDRESS:	CITY:	STATE:	ZIP CODE:
MRC 44 BM BASES MAN AND AND AND AND AND AND AND AND AND A			
	SECONDARY	PHONE NUMBER:	
912-257-5567	SECONDARY	PHONE NUMBER:	
PRIMARY PHONE NUMBER:  912-257-5567  BUSINESS EMAIL ADDRESS:  S Unnigs Flashingst			
912-257-5567 BUSINESS EMAIL ADDRESS:  Sunny Flathmast  OWNER INFORMATION If business has more	7308@ 9 M	il.com	nformation below.
BUSINESS EMAIL ADDRESS:  S UNDER INFORMATION If business has more LEGAL STRUCTURE OF OWNERSHIP ENTITY:	7308@ 9 M	il.com	nformation below.
BUSINESS EMAIL ADDRESS:  SUPPLIES FLOWERS HOSE  DWNER INFORMATION If business has more LEGAL STRUCTURE OF OWNERSHIP ENTITY:  Sole Proprietor X Corporation	7308@ 9 M	additional sheet with the i	nformation below.
912-257-5567 BUSINESS EMAIL ADDRESS:  S Unnumber information if business has more LEGAL STRUCTURE OF OWNERSHIP ENTITY:	than one owner, attach	additional sheet with the i	
BUSINESS EMAIL ADDRESS:  SUPPLIES FLOWERS HOSE MASS MORE LEGAL STRUCTURE OF OWNERSHIP ENTITY:  Sole Proprietor Corporation  DWNER FULL LEGAL NAME (Last, First, Middle):  SOCIAL SECURITY NUMBER:	than one owner, attach	podditional sheet with the in the state of Birth (City, State)	MRFR:
BUSINESS EMAIL ADDRESS:  SUPPLIED TO SET TO	than one owner, attach	additional sheet with the in	MRFR:

FINANCING			1-2 Language (no. 12 de la 17 de 1
Please provide investi is needed, please att	ment details, including notes, loans, gift ach a list with the information shown be	s, cash, services or equipment, and operatelow.	ing capital. If additional space
INVESTOR	Owner	AMOUNT INVESTED	\$
INVESTOR	Party Other Than the Owner	AMOUNT INVESTED	5
INVESTOR	Any Party / Parties	AMOUNT INVESTED	\$
		TOTAL AMOUNT OF INVESTMENT	S

EMAIL ADDRESS:

CITY:

-5567

MOBILE NUMBER:

STATE:

ZIP CODE:

MAILING ADDRESS: (if different)

HOME PHONE NUMBER:

Name of Lender	Date Borrowed	Amount Borrowed	Interest Rate
		\$	×
		\$	×
		5	4

or will receive, as a result of your operation under the requested license, any financial gain, loss or payment derived from any interest or income from the operation. If additional space is needed, please attach a list with the information shown below.

. A							
M/A- Individual/Business Name Social Secur	ty Number	Issuing State/Drive	r License	Number	Date of Birth	Sex	% of Ownership
individual/Business Name Social Securi	ty Number	Issuing State/Drive	r License	Number	Date of Birth	Sex	% of Ownership
Individual/Business Name Social Securi	y Number	Issuing State/Driver	License I	Vumber	Date of Birth	Sex	% of Ownership
Individual/Business Name Social Securit	y Number	Issuing State/Oriver	License I	lumber	Date of Birth	Sex	% of Ownership
REFERENCES Give the names, addresses, and teleph	one numbers	of three (3) citizen	s residin	g within	City limits of P	ort Went	worth as references:
Name							
name	Address (N	lumber and Stree	L)			Contact	Number
DAY PATEL	223	·Ware	<b>4</b> 14	ho	ne	912	-433-5735
Anjali PATEL	223	Warer	y LI	^		914	-433-2752
JOSEPH L Smith	117-	miller	PAI	216	Ci°R.	912	272-3540

#### **ACKNOWLEDGEMENT**

The applicant for a license to dispense alcoholic beverages shall be (a) a citizen of the United States of America or Resident Alien, (b) a resident of Chatham County, Georgia, or if not, the designated manager with day-to-day operating responsibility must be a resident of Chatham County, and (c) the owner of the business, or if the owner of the business is a corporation, partnership, or other legal entity, the applicant shall be (1) a substantial and major stockholder or (2) the manager of the business who regularly operates and supervises the business on the licensed premises.

ALL ABOVE INFORMATION IS FULLY UNDERSTOOD AND ALL STATEMENTS. SHOWN ABOVE, AND ON ANY ATTACHMENTS. ARE GIVEN UNDER OATH, WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND ARE HERBY SWORN TO BE TRUE, CORRECT AND COMPLETE, UNDER PENALTY FOR FALSE SWEARING. AS PROVIDED BY LAW.

#### SIGN AND NOTARIZE APPLICATION

WARNING - Georgia Code Title 16, Crimes and Offenses § 16-10-20

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

I, under penalty of law, hereby swear that I have read all the information provided in this document and any attachments and the information is true and correct. I also understand any false statement or representation in this application can result in my application being denied and/or criminal charges filed against me. I also authorize the City of Port Wentworth to use all legal means to verify the information provided.

PPLICANT SIGNATUR

10/24/2023

DATE SIGNED BY APPLICAN

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DAY OF OCTOPER

NOTARY PUBLIC

My Commission Expires:

Comm. Exp. 09/14/26

		OFFICE USE ONLY	
\$ License Fee	\$Advertising Fee	\$ Total Amount Paid	_
Cash REVIEW DATES	Cashier's Check/Money Order	Credit/Debit Card	
Date Rev	iewed by Planning & Zoning	Date Reviewed by Council	
Approved		APPROVAL SIGNATURES	City Manager
DeniedTemporary Licer	nse Issued		Director of Public Safety  Director of Development Services

# GEORGIA CJIS NETWORK POLICY MANUAL CONSENT FORM

I hereby authorize the City of Port Wentworth to receive any criminal history record information pertaining to me which may be in files of any state or local justice agency in Georgia.

Samir	Patel		10124123
Full Name (Plea	use Print)		Date
Address		City, State	Zip
M	tsian		
Sex	Race	Date of Birth	Social Security Number
a talse, fictitious	, or fraudulent statement o	th, I understand that any person vor representation in an affidaving alties as allowed by such criminal	who knowingly and willfully makes t shall be guilty of a violation of al statute.
I hereby declare u	inder penalty of perjury the	at the foregoing is true and corre	ct.
Executed on 2	day of October	, 2023 in Port Went	worthcity). AA
(State).			
Sanin	atel lowne	3Y	
Frinced 14ame and	The Adinonized Office	er or Agent	
Signature of Auth	orized Officer or Agent		
600	ND SWORN BEFORE ME		

NOTARY PUBLIC
My Commission Expires:
09/14/2076



# SAVE AFFIDAVIT AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT PURSUANT TO O.C.G.A. § 50-36-1(E)(2)

By executing this affidavit under oath, as an applicant for a City of Port Wentworth, Georgia Occupational Tax Certificate (Business License), Alcoholic Beverage License, Taxi Permit or other public benefit as referenced in O.C.G.A. § 50-36-1, the undersigned applicant representing the entity known as

	Sha Dwada			
verifies one	of the following with respect to my	application for		
1)	I am a United States citizen.		•	
2)	I am legal permanent resident o	of the United S	States.	
3)	I am a qualified alien or non-im with an alien number issued immigration agency.	migrant under by the Depart	r the Federal Immigration and ment of Homeland Security or	Nationality Act other federal
	My alien number issued by immigration agency is:	the Departm	ent of Homeland Security or	other federal
The undersig secure and ve	gned applicant also verifies that he or erifiable document, as required by O	she is 18 year .C.G.A. § 50-:	rs of age or older and has prov 36-1(e)(1), with this affidavit.	ided at least one
The secure ar	nd verifiable document provided wit	h this affidavi	t can be best classified as:	
o.C.G.A. §16	e above representation under oath, I u ious, or fraudulent statement or rep 5-10-20, and face criminal penalties a rjury that the foregoing is true and co	oresentation in as allowed by	an affidavit shall be guilty	of a violation of
Executed in	Port Wentmirth (City), (	AE AE	_(State).	
			Samio Patel	
			Printed Name of Applicant	1
SUBSCRIBED A	AND SWORN BEFORE ME THIS	A COURT	din	10 174 53
2 DAY OF	FOCTILDER 20 23	IN GOBE	Signature of Applicant	Date
Mulle	Oden 1/2	OTAA	N .	
Notary Public	Co	omm. Exp. 19/14/26		
	Expires: 09/14/1026	W COUNT		
*Note: O.C.G.A	. 9 30-30-1 (c)(2) requires that aliens ui	nder rederal Im:	migration and Nationality Act, T	itle 8 U.S.C., as
definition of "ali	de their alien registration number. Beien", legal permanent residents must also	ecause legal per provide their a	ermanent residents are included	in the federal
THAT HOLD BUT HILL	n registration number may supply anoth	er identifying n	umber here:	

#### Secure and Verifiable Documents Under O.C.G.A. § 50-36-2

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth
  of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin
  Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or
  lists sufficient identifying information regarding the bearer, such as name, date of birth, gender,
  height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8
   CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a
  photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name,
  date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing
  of federally recognized Native American tribes may be found at:
  http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/ind ex.htm
  [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- · A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- · A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A driver's license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a,2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- In addition to the documents listed herein, if, in administering a public benefit or program, an agency
  is required by federal law to accept a document for proof of or documentation of identity, that
  document will be deemed a secure and verifiable document solely for that particular program or
  administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]



1

CITY OF PORT WENTWORTH

(912) 964-4379

\*\*\*\*\* REPRINT RECEIPT\*\*\*\*

REC#: 00420789

10/24/2023

1:24 PM

OPER: MC3 TERM: 012

REF#: 1001

TRAN: 111,0000 1733

BUSINESS LICENSE

AMOUNT

SHRI DWADASH RK INC

7040

94.42CR

TRAN: 111.0000 1734

BUSINESS LICENSE SHRI DWADASH RK INC

AMOUNT

300.00CR

TENDERED:

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CHANGE:

An Transfer of American

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WWW.CITYOFPORTWENTWORTH.COM

CITY OF PORT WENTWORTH

(912) 964-4379

REC#: 00427478 12/14/2023

11:44 AM

OPER: MC3 TERM: 012

REF#: 1040

TRAN: 111.0000 BUSINESS LICENSE 1734-12/31/23 SHRI DWADASH RK INC

ALCOHOL PUBLIC NOTICE

35,00CR

TENDERED:

35.00 CHECK

APPLIED:

35.00-

CHANGE:

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#### **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

#### **S**CHEDULED

Meeting: 12/21/23 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2913)

DOC ID: 2913

#### **Street Parking Ordinance- 2nd Reading**

#### **Issue/Item:**

On street parking has become an issue, with school busses and emergency vehicles having to navigate narrow streets, and some cars parked for long extended periods of time in one spot. This is both a safety as well as quality of life issue.

#### **Background:**

Street parking is a problem in much of Port Wentworth, and especially in the residential areas of the City. In some developments the streets are narrow, some were not designed for any on street parking, and in some areas on street parking in residential areas makes simply driving around one's neighborhood dangerous and at times impossible as impassible.

#### **Facts and Findings:**

The City hosted a town hall on this topic, and has spent time since that town hall researching and internally discussing how best to address this issue. The City, in consultation with community partners, has determined that odd-even side parking coinciding with either odd or even months is an equitable and realistic solution to address this problem. This Ordinance would allow on street parking on the odd side of the street in odd numbered months, and on the even side of the street in even numbered months. Cars would still have to park in the correct direction, and would be fully prohibited from parking on many thoroughfares unless in clearly marked parking spots.

This would be a new ordinance for the City. City staff including the Police Department, would roll out enforcement so that citizens are aware of the new ordinance and changes before escalating penalties go into effect.

**Funding:** NA

**Recommendation:** Approve

#### ATTACHMENTS:

• PW - Ord - Residential Street Parking (DOCX)

Updated: 12/14/2023 4:59 PM by Zahnay Smoak

**ORDINANCE NO. 23-11-04** 

STATE OF GEORGIA COUNTY OF CHATHAM CITY OF PORT WENTWORTH

### AN ORDINANCE TO CREATE CHAPTER 13, ARTICLE II, RESIDENTIAL STREET PARKING OF THE CITY OF PORT WENTWORTH CODE OF ORDINANCES

WHEREAS, it is necessary from time to time to modify the City's ordinances; and

**WHEREAS** the Mayor and City Council is tasked with the authority to adopt and provide for such ordinances, resolutions, rules, and regulations which it deems necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, and well-being of the inhabitants of the City; and

**WHEREAS**, the City of Port Wentworth is granted the power to regulate the operation of motor vehicles and public parking and to exercise control over all traffic, upon or across the highways, streets, roads, alleys, and walkways of the city; and

**WHEREAS**, the City of Port Wentworth desires to update its Chapter 13, Motor Vehicles and Traffic to ensure safety and free movement upon the roadways of the city; and

**NOW, THEREFORE,** that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

The Code of Ordinance, Chapter 13, Motor Vehicles and Traffic, is amended as follows:

- I. The entirety of the existing Chapter 13 Motor Vehicles and Traffic is placed into the newly created Article 1 of Chapter 13, titled "Article I Miscellaneous Motor Vehicle and Traffic", and shall retain the existing Code Section numbers, Sections 13-1 through 13-13.
- II. Sec. 13-6 is hereby repealed and shall be "Reserved".
- III. Sections 13-14 through 13-49 shall be designated as "Reserved" in Article I of Chapter 13.
- IV. There is created a new Article 2 of Chapter 13, titled "Article II Residential Street Parking", which shall read as follows:

<<>>>

Art. II – Residential Street Parking

#### Sec. 13-50 – Intent and Purpose

- (a) It is the intent and purpose of this Article to ensure the safe and adequate parking for automobiles for the convenience and safety of all residents, visitors, workers, and persons with disabilities within the residential areas of the city.
- (b) It is further the intent and purpose of this Article to provide adequate and safe rights of way for all vehicles throughout the residential areas of the city.
- (c) The city enacts this article upon a finding of fact that unfettered stopping, standing, or parking of vehicles upon the residential roadways of the city is dangerous to those using the roadway where the stopping, standing, or parking of vehicles does unduly interfere with the free movement of traffic thereon.

#### Sec. 13-51 – Applicability

- (a) The provisions of this Article prohibiting the standing or parking of a vehicle shall apply at all times or at those times herein specified or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.
- (b) It shall be the duty of the city public development services director and the city chief of police to determine whether and where to install appropriate official traffic control devices giving additional notice thereof this article.
- (c) The provisions of this article shall not apply to the driver of any vehicle which is disabled while on the roadway in such a manner and to such extent that it is impossible to avoid stopping and temporarily leaving such disabled vehicle in such position. (see O.C.G.A. § 40-6-204).
- (d) The provisions of this article shall not apply to public transit vehicles while at designated official stops or stands.
- (e) The provisions of this article shall not apply to any vehicle used solely for the purpose of collecting municipal solid waste while collecting such waste or materials; provided however that such vehicle shall maintain flashing hazard lights at all times that it is engaged in stopping or standing for the purpose of waste or materials collection.

#### Sec. 13-52 – General Prohibitions

- (a) No vehicle shall be standing or parked on any street or highway at or near any intersection that would create a hazard by obscuring vision on ingress or egress at said intersection. Standing or parked vehicles shall be parked a minimum of 30 feet from any intersection.
- (b) Freight-carrying vehicles are prohibited in all residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD) areas except when actively delivering or receiving goods. No person shall stop, stand or park a freight-carrying vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials in all residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD) areas.

#### Sec. 13-53 – On Street Parking, Residential Areas

- (a) As provided in this article, every vehicle stopped or parked upon a roadway shall be stopped or parked parallel to the curb or edge of the roadway, and in the direction of authorized traffic movement.
- (b) As provided in this article, every vehicle stopped or parked upon a roadway shall be stopped or parked with the right-hand wheels parallel to and within 12 inches of the curb or as practicable to the edge of the right-hand shoulder.
- (c) As provided in this article, no vehicle shall stop, stand, or park:
  - 1) On a sidewalk;
  - 2) Within an intersection; or
  - 3) At any place where official signs prohibit stopping or parking.
- (d) As provided in this article, no vehicle shall stop, stand, or park, except momentarily to pick up or discharge a passenger or passengers:
  - 1) In front of a public or private driveway;
  - 2) Within 15 feet of a fire hydrant;
  - 3) Within 20 feet of a crosswalk at an intersection;
  - 4) Within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;
  - 5) Within 20 feet of the driveway entrance to any fire station or on the side of a street opposite the entrance to any fire station within 75 feet of such entrance; or
  - 6) At any place where official signs prohibit standing.
- (e) The provisions of this section shall apply to residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD) areas.

#### Sec. 13-54 – On Street Parking, Odd-Even Parking

- (a) As provided in this article, every vehicle stopped or parked on a roadway within all residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD), areas shall park on the side of street with odd numbered addresses in odd months, and shall park on the side of the street with even numbered addresses in even months.
  - 1) Odd months: January, March, May, July, September, and December.
  - 2) Even months: February, April, June, August, October, and December.
- (b) As otherwise provided and pursuant to this article, in order to facilitate orderly and safe transition between months, vehicles may park on either the even or odd side of the roadway between 10:00 PM on the final day of a month and 10:00 AM on the first day of a month.
- (c) A listing of roadways pursuant to this section can be found in Sec. 13-70.

#### Sec. 13-55 – On Street Parking, Residential Thoroughfares

(a) As provided in this article, no vehicle shall stop or park on a residential thoroughfare except in a designated parking space.

(b) A listing of residential thoroughfares pursuant to this section can be found in Sec. 13-71.

Sec. 13-56 – 13-59 – Reserved.

Sec. 13-60 – Violations, In General

- (a) Violations of this article are per se violations for the purposes of scienter.
- (b) Each calendar day constitutes a new and separate offense under this article.
- (c) For the purposes of determining penalties pursuant to this article, the 12 month calculation shall refer to the date of violations.
- (d) There is a rebuttable presumption that the registered owner of any vehicle in violation of this article is the responsible party upon whom to serve the notice of violation and to receive any fines or penalties associated therewith.
- (e) In the event of a leased vehicle:
  - 1) Upon notice of a violation, if the owner notifies the city court clerk of the name and address of the lessee of the vehicle on the date the violation occurred, then the owner of any leased vehicle shall not be liable for violation of this article while such vehicle is leased to another and such leased vehicle was not in the owner's possession or control at the time of the violation.
  - 2) If the owner so notifies the city court clerk, then the owner shall be excused from appearing on court for the violation.
  - 3) If the owner fails to submit the notice within 5 business days prior to the court date, then the court may find the owner of the vehicle liable for the violation.

Sec. 13-61 - Enforcement

- (a) Jurisdiction for enforcement of this article shall lie in the city municipal court.
- (b) The police department or the city is authorized to issue a warning, citation, or other penalties allowed by law for violations of this article. Other such penalties may include, but are not limited to: suspension of vehicle registration and towing of vehicle.
- (c) If a vehicle is towed, then the vehicle owner shall be responsible for any costs related to the vehicle's towing in addition to any fines or other penalties levied for the violation.
- (d) Nothing in this section limits or prevents the police department or the city from utilizing its discretion in whether to issue a warning, a citation, or other penalty pursuant to this article.
- (e) The police department or the city is authorized to immediately tow or otherwise move a vehicle, without regard to prior violations, regardless of whether the vehicle is in violation of this article, upon a determination that such vehicle poses an immediate and unavoidable risk of danger to those using the roadway where the stopped, standing, or parked vehicle does unduly interfere with the free movement of traffic thereon.

Sec. 13-62 – Penalties

- (a) Violation of Sec. 13-52 and 13-53 may incur the following penalties:
  - 1) Upon first and second violation within a 12 month period a fine not to exceed \$100.
  - 2) Upon third and subsequent violations within a 12 month period a fine not to exceed \$500, towing of vehicle, and suspension of vehicle registration.
- (b) Violation of Sec. 13-54 and 13-55 may incur the following penalties:
  - 1) Upon first violation within a 12 month period a fine not to exceed \$100.
  - 2) Upon second and subsequent violations within a 12 month period a fine not to exceed \$500, towing of vehicle, and suspension of vehicle registration.

Sec. 13-63 – 13-69 – Reserved.

Sec. 13-70 – Odd-Even Roadways, Listing

- (a) The roadways applicable to Sec. 13-54 are as follows:
  - 1) All highways, roads, and streets in residentially zoned (R-1, R-2, R-3, R-4 and R-5), neighborhood commercial zoned (C-1), and planned use development zoned (PUD) areas, unless otherwise noted in this article.

Sec. 13-71 – Residential Thoroughfares, Listing

- (a) The residential thoroughfares applicable to Sec. 13-55 are as follows:
  - 1) Lakeside Boulevard;
  - 2) Parkside Boulevard;
  - 3) Magnolia Boulevard:
  - 4) Bonnybridge Road;
  - 5) South Coastal Highway, south of Bonnybridge Road and north of Grange Road; and
  - 6) Crossgate Road, east of Jimmy Deloach Parkway and west of Ray Street.

Sec. 13-72 – 13-79 – Reserved.

<<>>>

- V. The Police Department and the City is directed to work with the citizens during implementation and enforcement of this residential street parking ordinance. The Mayor and Council understand there will be a learning curve, and direct the Police Department and the City to highlight education and ramp up enforcement, while maintaining safety and the free movement of traffic upon the city's roadways.
- VI. All laws and parts of laws in conflict with this Act are hereby repealed.
- VII. This Ordinance shall become effective upon its passage and adoption.

SO ORDAINED this the	day of		, 2023.
		Approved:	
Attest:		Gary Norton, Mayor	
Zahnay Smoak, City Clerk			
First reading:		(date)	
Second reading:		(date)	



#### **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

#### **S**CHEDULED

Meeting: 12/21/23 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2911)

DOC ID: 2911

# Amending Chapter 17.1 Human Resources Policy - 2nd Reading

#### Issue/Item:

The City's Human Resources Policy is codified in the City's Code of Ordinances. This means that any changes must go through the ordinance process, and creates an extremely cumbersome process to update and stay current with changing Human Resources guidelines and best practices.

#### **Background:**

Chapter 17.1 is a vestige of the previous strong-Mayor form of government, where the Mayor used to be the chief administrative officer of the City. The City is now a strong-City Manager form of government with the City Manager being the chief administrative officer of the City. No other department or department's Standard Operating Procedures are codified in the Code of Ordinances.

Additionally, Chapter 17.1 has not been amended since 2015. And between 2009 and 2015 it was amended 8 separate times - showing the need to stay current with Human Resources policy and the cumbersome nature of having it codified as an Ordinance.

#### **Facts and Findings:**

The City Charter vests the City Manager as the chief administrative officer of the city. As such, Human Resources and the Human Resources Policy are within his purview. Repealing Chapter 17.1 would bring this operating procedure of the City in line with other operating procedures, and allow a more responsive and compliant Human Resources Policy for all City employees.

**Funding:** NA

**Recommendation:** Approve

#### ATTACHMENTS:

COPW - Ord - HR Policy (DOCX)

Updated: 12/14/2023 4:59 PM by Zahnay Smoak

**ORDINANCE NO. 23-12-01** 

STATE OF GEORGIA COUNTY OF CHATHAM CITY OF PORT WENTWORTH

### AN ORDINANCE AMEND CHAPTER 17.1 HUMAN RESOURCES POLICY OF THE CITY'S CODE OF ORDINANCES

WHEREAS, it is necessary from time to time to modify the City's ordinances; and

**WHEREAS** the Mayor and City Council is tasked with the authority to adopt and provide for such ordinances, resolutions, rules, and regulations which it deems necessary, expedient, or helpful for the peace, good order, protection of life and property, health, welfare, sanitation, comfort, convenience, prosperity, and well-being of the inhabitants of the City; and

**WHEREAS**, the City of Port Wentworth is granted the power that it may adopt rules and regulations regarding personnel policies but is not obligated to codify such; and

**WHEREAS**, the City Manager is the chief executive officer and administrator of the City, and shall be responsible to the City Council for the administration of all City affairs placed in the City Manager's charge; and

**WHEREAS**, the City of Port Wentworth desires to update its Ordinance on Human Resources Policy to reflect the City Manager's role as chief executive officer of the City, and for the City Manager to work with the Human Resources Department to produce policies consistent with the best practices and high standards expected for City employees; and

**NOW, THEREFORE,** that while in regular session THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH HEREBY ORDAIN as follows:

- I. The City's Human Resources Policy Ordinance
  The entirety of Chapter 17.1, Human Resources Policy, is repealed.
- II. The City Manager is directed to work with the Human Resources Department to produce policies consistent with the best practices and high standards expected of City employees.
- III. All laws and parts of laws in conflict with this Act are hereby repealed.
- IV. This Ordinance shall become effective immediately upon its passage and adoption.

[ SIGNATURE ON FOLLOWING PAGE ]

SO ORDAINED this the	day of		, 2023.
		Approved:	
Attest:		Gary Norton, Mayor	
Zahnay Smoak, City Clerk			
First reading:		(date)	
Second reading:		(date)	



#### **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

#### **S**CHEDULED

AGENDA ITEM (ID # 2919)

Meeting: 12/21/23 07:00 PM Department: All Category: Agreement Prepared By: Zahnay Smoak Department Head: Steve Davis

DOC ID: 2919

#### **Development Agreement SPH 21**

**Issue/Item:** Development Agreement for 762 acres of industrial zoned property

<u>Background:</u> On August 26, 2021, the city council approved the rezoning of 762 acres of property to industrial. The development of this property will have an impact to our roads, water, sewer and other city offered services which require infrastructure improvements.

<u>Facts and Findings:</u> In furtherance of the goals, purposes, the benefit of the City of Port Wentworth and in the public interest, the city desires the following outlined items in the agreement which the developer agrees to fund for this project in exchange for potable water, wastewater services and relocation of a portion of Saussy Canal.

- Intersection improvements and traffic light installation at Hwy 21
- Saussy Canal drainage improvements
- Two acre site for future City Fire Station
- Installation and use of City Fiber Optic Network for internet services
- Commitment to the vision of City's multiuse pedestrian paths
- Use of Port Wentworth Development Authority
- Payments for dedicated ERU's of water
- Funding for sewer and lift station improvements

Funding: N/A

**Recommendation:** Approve

#### ATTACHMENTS:

• 9457-01 Development Agreement - SPH 12152023.10 (PDF)

Updated: 12/15/2023 3:55 PM by Zahnay Smoak

#### State of Georgia Chatham County

#### DEVELOPMENT AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_, 2023, by and between SPH 21, LLC, a Georgia limited liability company (hereinafter referred to as "SPH"), and the Mayor and Council of the City of Port Wentworth, the lawfully elected governing authority of Port Wentworth, a political subdivision of the State of Georgia (hereinafter referred to as the "City").

#### **RECITALS:**

Whereas, SPH is planning the construction of an industrial development on approximately 762 acres, as shown on the General Site Plan attached hereto as Exhibit "A" (the "Project") located within the city limits of Port Wentworth; and

Whereas, SPH desires certain commitments from the City, with regard to the supply of potable water and wastewater services for the Project, the relocation of a portion of the Saussy Canal; and

Whereas, the City desires certain commitments from SPH, with regard to the improvement of drainage in the Saussy Canal basin, installation of a traffic light on U.S. Highway 21, dedication of a site for a future fire station, the use by SPH of the City's fiber optic, commitment to the vision of the City's multi-use trail, and commitment to consider the use of the Port Wentworth Development Authority; and

Whereas the City finds that the desires and commitments contained herein are consistent with and in furtherance of the goals, purposes, and to the benefit of the City of Port Wentworth and are in the public interest, it is hereby agreed as follows:

#### WITNESSETH:

#### Section 1. Definition.

Equivalent Residential Unit or ERU shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by the Water Service Agreement referred to in Section 2.C. herein.

#### Section 2. The Public Facilities.

#### A. Public Water

- 1. The exact capacity needed to serve the Project is not yet known. SPH's good faith estimate is that there will be a total of 8,201,500 square feet of warehouses, with offices, requiring a total of 347 ERUs. SPH shall be responsible, at its sole cost and expense, to construct a public water main ("Water Main") to the Connection Point shown on the Preliminary Engineering Master Plan attached hereto as Exhibit "B".
- 2. The City has entered into a Water Service Agreement ("Savannah Water Agreement") with the City of Savannah to assure sufficient capacity to provide potable water to the City, to include this Project.

#### B. Public Sewer

1. Within the Project, two private sanitary sewer on-site lift stations and the private sewer force main shall be installed and discharge at the connection point shown on Exhibit "B" (the "Connection Point").

2. SPH shall construct a public sewer force main from the Connection Point to tie into an existing City sewer system on the east side of Highway 21 (the "Public Sewer"). The City has constructed a municipal sewerage treatment system having sufficient capacity to treat the effluent from the Project. The City shall ensure the availability of sewerage treatment services from the Connection Point.

#### C. City Fiber Optic

Subject to the satisfaction of the provisions of Section 13 herein, SPH shall install and ensure connectivity to the City's Fiber Optic network throughout the Project (the "Fiber Optic Cable") in conjunction with construction of the private road, which may be done in phases, in the approximate location shown on Exhibit C attached hereto. Such infrastructure shall be treated as a utility and shall be conveyed to the City up to its Connection Point(s) in the same manner as the Water Main and the Public Sewer are conveyed.

#### Section 3. On-Site and Off-Site Improvements.

A. SPH has retained or will retain, subject to approval by the City, one or more competent professional engineers registered in the State of Georgia to design and oversee the construction of such improvements as are necessary to extend the City sewerage collection system and the City of Savannah water system to the Project and to distribute potable water within and from said property, as shown on the Preliminary Engineering Master Plan attached hereto as Exhibits "B" ("the Improvements"). The Improvements shall be constructed at SPH's sole expense.

- SPH shall ensure that the Improvements are of sufficient capacity to serve the Project.
- B. The City shall apply for encroachment permits from the Georgia Department of Transportation on behalf of SPH at the sole expense of SPH.
- C. The City certifies that the Rice Creek lift station (the "Lift Station") currently has sufficient capacity to pump the effluent generated from the Project. However, an increase in the capacity of the Lift Station may be necessary in the future. Therefore, SPH shall pay a reasonable share of the cost of the increase in capacity of the force main by the payment \$750,000.00 at the time that occupancy permits for 5,000,000 square feet of buildings in the Project have been issued, with a second payment of \$500,000.00 at the time that occupancy permits for a total of 7,500,000 square feet of buildings have been issued or all phases of the Project have been completed, whichever happens first. Should the City adopt an Impact Fee Ordinance SPH shall receive a credit toward any impact feels due for the Project in the same amounts as any payments made hereunder.
- D. Subject to the satisfaction of the provisions of Section 13 herein, SPH shall ensure that the construction, materials, and installation of the Fiber Optic Cable is compatible with the City's fiber optic system. The construction and installation of the Fiber Optic Cable throughout the Project shall be at SPH's sole expense.

#### Section 4. Inspection, Construction and Dedication of On-Site Improvements.

A. SPH shall provide for inspection of the Improvements by the design engineer during construction and shall ensure compliance with all City design and

construction requirements. SPH shall provide to the City a statement from the design engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to pipes, bedding, thrust blocks, valves, fire hydrants, pumps, and other related material and work meet the City's specifications and standards.

- B. SPH shall provide two (2) copies of "as built" drawings as well as providing necessary electronic format CAD of the Improvements signed by the design engineer and/or independent inspector. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and fire flow tests required by the City. All design, construction, inspection, and other costs incurred to construct the Improvements and connect to the City sewerage collection system and City of Savannah water system shall be borne by SPH. SPH shall hold the City harmless for and indemnify the City against any and all claims for damages or personal injuries caused by or arising from the construction of the Improvements.
- C. Upon completion of the construction of the Improvements, certification by the design engineer, provision of the "as built" drawings, and compliance with any other requirements imposed by the City pursuant to paragraph three (3) of this agreement, the City shall, upon dedication of Water Main, the Public Sewer, and

the Fiber Optic Cable by SPH, and subject to approval of the City, which approval shall not be unreasonably withheld, accept title to and assume responsibility for maintenance and operation of those portions of the Public Improvements if located within public easements or right-of-ways, up to but not including individual water or other metering points. This dedication shall include all rights, title, and interest that SPH has in the Public Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof.

- D. Upon completion of the Public Improvements, SPH shall provide to the City a recordable plat(s) showing all public easements and/or rights-of-way that will contain Public Improvements that are to be owned and maintained by the City.
- E. SPH agrees to bear the cost of repairs to any Improvements accepted by the City for one (1) year following the date of acceptance in the event of a line break.

#### Section 5. Aid-to-Construction Fees.

A. To assist in the payment of the cost of constructing the City's sewage collection and treatment system and the aid-to-construction fee due to the City pursuant to the Savannah Water Agreement, SPH shall pay to the City aid-to-construction fees as established by the Mayor and Council, in the amount of \$7,415.85 per ERU for sewer collection and treatment (the "Aid-To-Construction Fee"). The Aid-To-Construction fee shall apply to all connections made within the Project and shall be due and payable as provided by this Agreement. SPH agrees that the Aid-To-

Construction fees charged by the City to connect the facility to the City's sewage collection and treatment system and City of Savannah water system is reasonable.

B. The Project's expected 347 ERUs at \$7,415.85 per ERU shall cost SPH \$2,573,299.95. In consideration of the reservation by the City of 347 ERUs, SPH shall pay \$252,138.90 for the first 34 ERU's to be utilized within the Project with payment for the remaining ERUs to be made as needed in accordance with Section 6 herein. The ERUs may be assigned by SPH to any developer within the Project.

#### Section 6. Payment of Aid-To-Construction Fees.

After the first 34, prepaid ERUs have been used by SPH or assigned to a developer within the Project, additional payment of Aid-To-Construction fees shall be made upon receipt of a building permit in accordance with Section 21-29(g) of the Code of the City of Port Wentworth.

#### Section 7. Other Fees.

The provision of water and sewer services within the Project shall be subject to all other fees and charges established by ordinance or regulation of the Mayor and Council, including, but not limited to, tap and connection fees. Such fees and charges shall be due and payable as provided by the Mayor and Council. Such fees and charges may be changed from time-to-time by the Mayor and Council.

#### Section 8. User Rates.

The City shall charge SPH for water consumption and sewage collection and treatment. Such fees and charges shall be due and payable as provided by the Mayor and Council. Such fees and charges may be changed from time-to-time by the Mayor and Council.

Development Agreement - Port Wentworth and SPH

#### Section 9. Term; Renewal.

The initial term of this agreement shall be fifteen (15) years, commencing on \_\_\_\_\_\_\_, 2023 and ending on \_\_\_\_\_\_\_, 2038. This agreement shall be renewed automatically on the same terms and conditions herein for an additional five (5) year period.

#### Section 10. Traffic Light; Intersection Improvements.

Subject to a permit being issued by the Georgia Department of Transportation ("DOT") at SPH's sole cost and expense, SPH shall construct a full service traffic light at the intersection of the Project entrance road and U.S. Highway 21 as shown on Exhibit "A". The City will cooperate with SPH in the permitting process. Once approved by the DOT, the traffic light will be constructed at the time that the first phase of the Project is developed. Should the City adopt an Impact Fee Ordinance, SPH shall receive a credit toward any impact fees due for the Project for all expenses of the traffic light including application costs, design, and construction.

#### Section 11. Fire Station Site.

To ensure that adequate City fire protection services are available to the Property, SPH shall donate two acres on the southwest corner of U.S. Highway 21 and Saussy Road, in the location generally shown on Exhibit F, for the location of a future fire station. The deed to the fire station site shall be delivered at the time that the first phase of the Project is developed.

#### Section 12. Property Exchange.

A. To insure that the stormwater drainage within the Project will be properly designed, constructed, and maintained, SPH and the City have determined that it is in the best interest of each that the City's Saussy Canal right-of-way be relocated within the Project. This will be accomplished by an exchange of property.

- B. The City shall convey 13 acres (of which 5.52 acres are uplands), having a value of \$1,242,000.00 in exchange for the conveyance by SPH of 18.54 acres (of which 11.95 acres are uplands), having a value of \$2,688,750.00. The properties being exchanged are shown on Exhibit D, attached hereto and made a part hereof. The values have been established by appraisal as required by O.C.G.A. §36-37-6(c). The closing of the exchange shall occur at such time as notice has been given pursuant to said code section. The new Saussy Canal shall be designed as shown on Exhibit E attached hereto and made a part hereof.
- C. The portion of the Saussy Canal within the Project shall be maintained by SPH or a property owners association formed by SPH.

#### Section 13. City's Fiber Optic.

Provided that the City offers fiber optic cable internet connection(s) at commercially reasonable rates, SPH shall use and encourage the developers within the Project to use the Fiber Optic Cable.

#### Section 14. Billboards.

Subject to compliance with the City's Sign Ordinance and any additional approval required from the Georgia Department of Transportation, SPH shall erect two separate use electronic, changeable copy signs ("Billboards") on the U.S. Highway 21 frontage. The City shall have the right to utilize the Billboards for Amber alerts and for a commercially reasonable number of public service announcements.

#### Section 15. Port Wentworth Development Authority

The City has created the Port Wentworth Development Authority ("PWDA") pursuant to

Georgia state law. Provided that the PWDA has the right to use a sale-leaseback structure that results in the one hundred percent (100%) abatement of ad valorem taxes, SPH shall utilize the PWDA whenever reasonably possible and shall encourage any other developers within the Project to do the same. With the exception of development opportunities referred to SPH by SEDA, SPH shall provide PWDA any proposed development agreement or other proposed agreements it receives from SEDA or any other development authorities, and shall allow PWDA the opportunity to equal or better the abatement of the other proposed agreement(s). This Section shall not prohibit or limit SPH from pursuing development partners outside of PWDA.

### Section 16. Multi-Use Trails

Where reasonable, SPH agrees to work with the City regarding the City's multi-use trail plans. SPH recognizes the value and benefit of having a city-wide multi-use trial system and commits to cooperate with the City to realize this project as long as it does not negatively impact the Project.

# Section 17. Compliance with Laws.

SPH shall comply with all existing City ordinances, rules, and regulations, and any State and Federal law, rules, and regulations at the Project.

# Section 18. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Venue for any action arising from this Agreement shall be filed in the Superior Court or State Court of Chatham County, Georgia.

# Section 19. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties.

# Section 20. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties.

### Section 21. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

# Section 22. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

# Section 23. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

# Section 24. Notices.

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery as follows:

If to the City: City Manager, City of Port Wentworth

7224 GA Highway 21

Port Wentworth GA 31407

If to SPH:

SPH 21, LLC

c/o Crossgate Consulting

1960 Satellite Boulevard, Suite 3000

Duluth, Georgia 30097

Attn: Chris Hayes

Section 25. Excusable Delay.

Neither the City nor SPH shall be liable to the other or any successor in interest for any

loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance

of the terms of this Agreement where such non-performance of delayed performance is the result

of circumstances or occurrences beyond the reasonable control of the responsible party (each, a

"force majeure"), which, as used herein, shall be deemed to include, non-performance or delayed

performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots,

explosions, fire, floods, or any other cause not within the reasonable control of the responsible

party.

Section 26. Assignment.

This Agreement may be assigned in whole or in part by SPH without the prior written

approval of the City. SPH shall promptly notify the City in the event of any assignment. This

Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

Section 27. Construction of Agreement.

The parties acknowledge that each party has participated in the negotiation and preparation

of this Agreement. This Agreement shall be construed without regard to any presumption or other

statute or rule of law requiring construction against the party causing the Agreement to be drafted.

Development Agreement - Port Wentworth and SPH

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[SIGNATURES ON FOLLOWING PAGE]

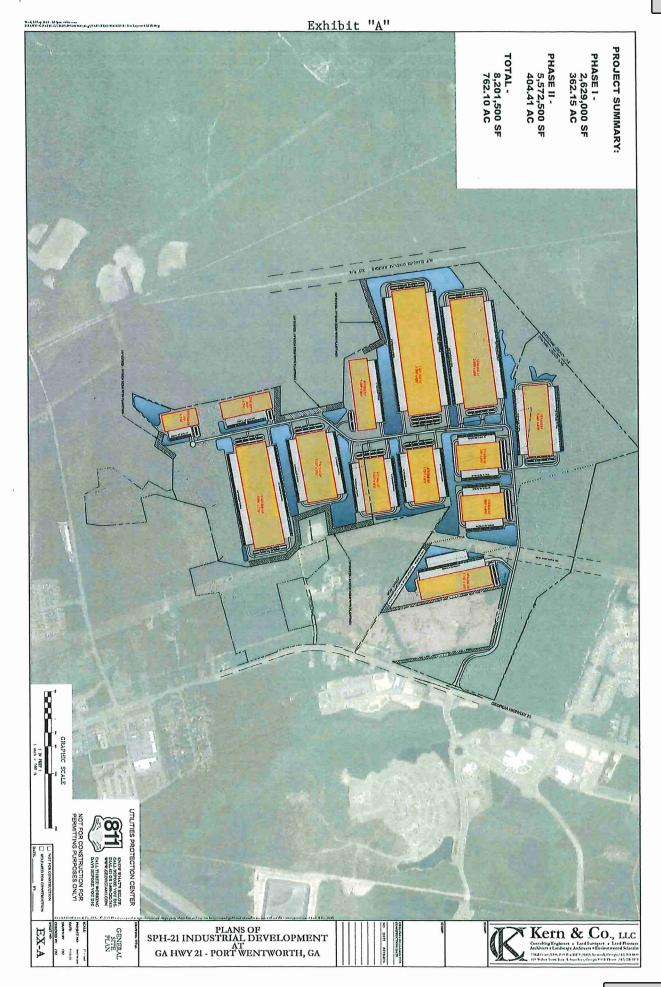
IN WITNESS WHEREOF the SPH	I has executed these presents under seal, and the City
has cause these presents to be executed by	its proper officer under seal, affixed, this day of
, 2023.	
	MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH
	BY:GARY NORTON, MAYOR
	GARY NORTON, MAYOR
	A TENTO CIT.
CLERK (	ATTEST: DF COUNCIL
	•
EXECUTED IN THE PRESENCE OF:	
WITNESS	
	SPH 21, LLC
	BY:Name:Title:
EXECUTED IN THE PRESENCE OF:	
WITNESS	

 $Development\ Agreement-Port\ Wentworth\ and\ SPH$ 

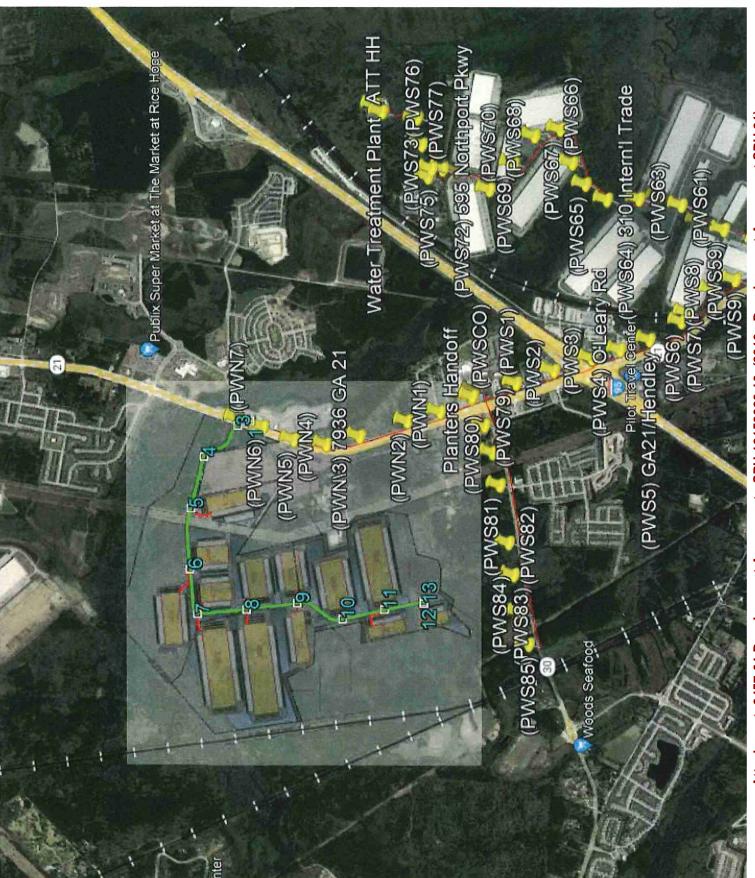
Page 14 of 15

EXHIBIT "A"

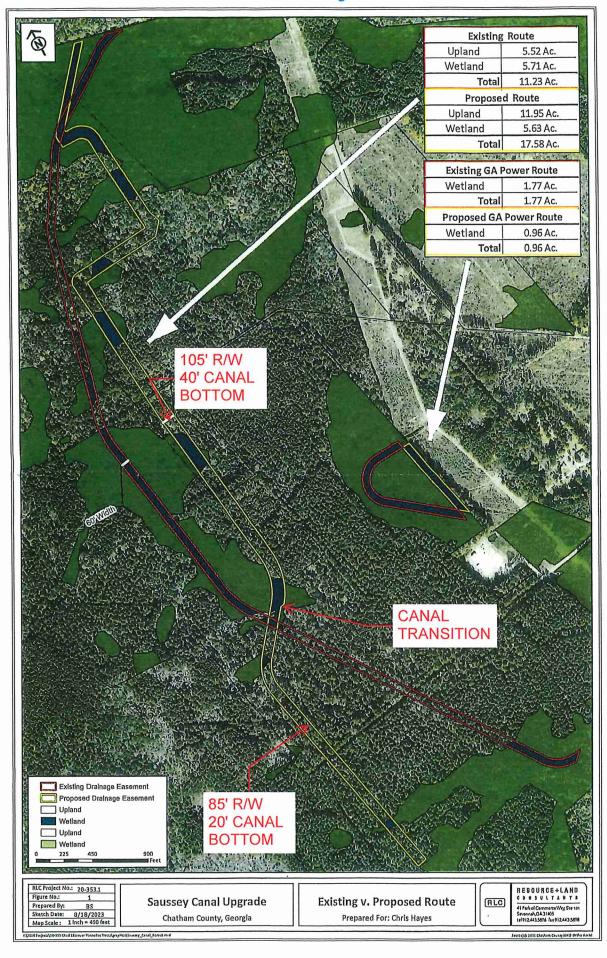
SPH Development

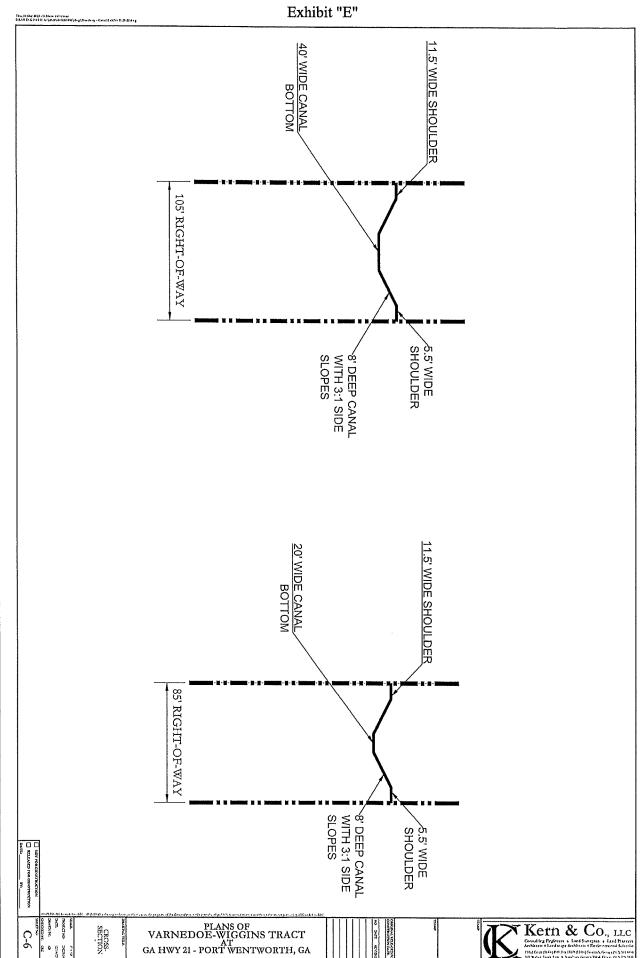


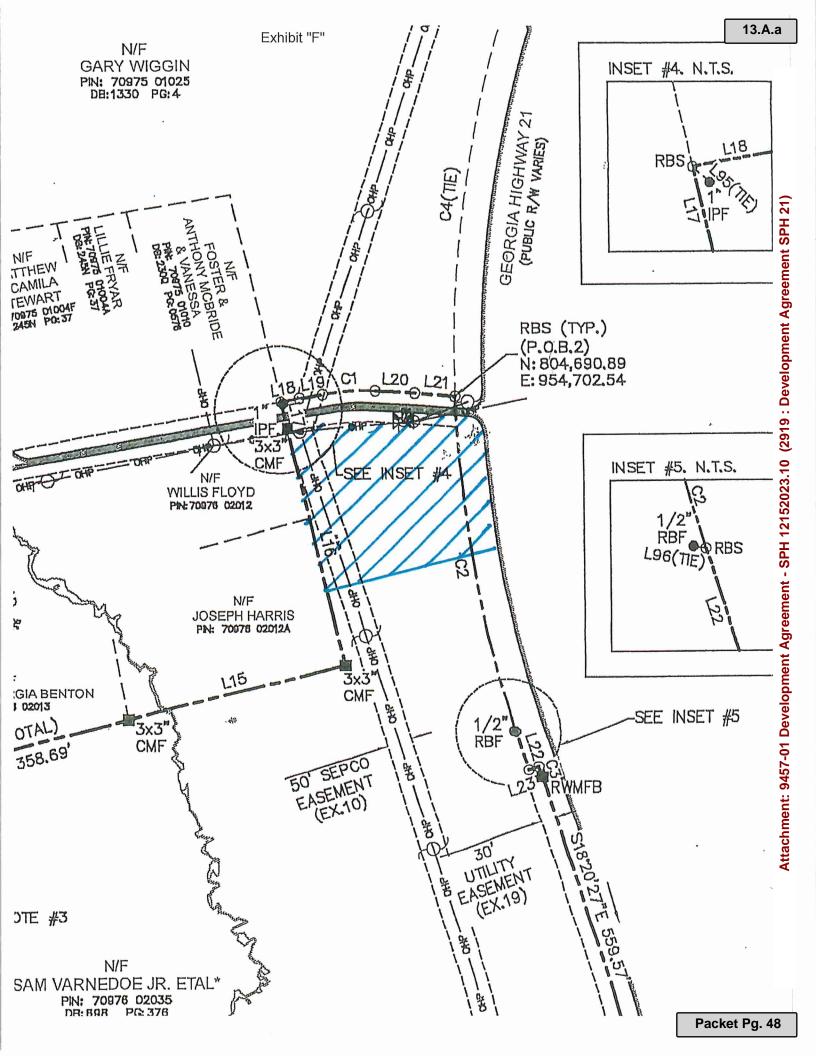
# EXHIBIT C



Attachment: 9457-01 Development Agreement - SPH 12152023.10 (2919: Development Agreement SPH 21)









## **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

### **S**CHEDULED

AGENDA ITEM (ID # 2917)

Meeting: 12/21/23 07:00 PM Department: All Category: Amendment Prepared By: Zahnay Smoak Department Head: Steve Davis

DOC ID: 2917

# Fee Schedule Amendment

Issue/Item: Amendment of the fee schedule for Fiscal Year 2023-2024

**<u>Background:</u>** The City approved the Fee Schedule on August 24, 2023. Staff has continued to research and analyze the cost of delivering Water/Sewer and Sanitation Rates for the Collection and Disposal of Solid Waste as those costs relate to the billed services.

# **Facts and Findings:**

- 1. The rates for Water/Sewer and Sanitation have not been adjusted since August 2018.
- 2. The cost-of-service has increased annually and has far exceeded the billed services.
- 3. The revenue shortfall has been absorbed since 2018 by the General Fund for Sanitation and by the Water Fund "Aid to Construction" for Water/Sewer delivery of services.
- 4. Water/Sewer rates will increase from \$1.53 to \$1.83 for water consumed ranging between 0-500 cubic feet of water per 100 cubic feet, which is an increase of \$ .30 per cubic feet.
- 5. Sanitation rates such as "Residential Carts", consisting of trash and recycle carts picked up one day per week for the month will increase from \$21.14 to \$25.37 which is an increase of \$4.23 per monthly pick up. Commercial will also have increases.
- 6. The current fee schedule will be adjusted for each Water/Sewer and Sanitation rate category this year and annually adjust rates based on contractual increases in water, maintenance and infrastructure repairs for Water/Sewer and contractual adjustments for both the pickup and disposal of Solid Waste/Recycling.

# **Funding:**

The proprietary fund group should be self-sustainable and based on the actual cost of those services billed to consumers. The recommended one-time increase will align the billed service revenue with the actual cost of those services and not General Fund or Water Fund balances will be utilized going forward. The rate changes for both Water/Sewer and Solid Waste disposal will be effective February 1, 2024.

**Recommendation:** Approve

Updated: 12/14/2023 4:41 PM by Zahnay Smoak



## **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

### **S**CHEDULED

AGENDA ITEM (ID # 2920)

Meeting: 12/21/23 07:00 PM
Department: All
Category: Amendment
Prepared By: Zahnay Smoak
Department Head: Steve Davis

DOC ID: 2920

# Port Wentworth Recreational Complex – Change Order 2

**Issue/Item:** Port Wentworth Recreation Complex - Change Order 2

**Background:** After a competitive bid process, the City of Port Wentworth retained Sikes Brothers, Inc. to construct the Clearing & Grubbing of Port Wentworth Recreation Complex Phase 1 in June 2023. This change order consists of all road and base work, and for the Meinhard Rd entrance including all-weather gravel to serve the park, a parking lot base as well as pad ready site work for Ghost Pirates and the installation of water main to serve the park.

<u>Facts and Findings:</u> The proposed improvements move the City one step closer to finalizing the park master plan. All of the proposed construction improvements included in change order are required to construct the PW Recreation Park Masterplan.

**Funding:** \$3,999,500

**Recommendation:** Approve

### **ATTACHMENTS:**

• 25412.0029 Change Order No. 2 (PDF)

• Sikes Brothers - Port Wentworth Recreation Complex - Change Order No. 2 (PDF)

Updated: 12/15/2023 4:05 PM by Zahnay Smoak

# PORT WENTWORTH RECREATION COMPLEX PORT WENTWORTH, GEORGIA

# Change Order No. 2 J-25412.0029

PROJECT:	Port Wentworth Recreation Comple	<u>ex – Change Or</u>	der No. 2
PROJECT NO.:	25412.0029	DATE:	December 14, 2023
OWNER:	City of Port Wentworth		
CONTRACTOR:	Sikes Brothers, Inc.		

The Contractor is hereby requested to comply with the following changes from the contract plans and specifications:

Item #	Description of Changes – Quantities, Unit Prices, Units, Etc.	Decrease In Contract Price	Increase In Contract Prices
2010	Connect To Existing 8" Water Main (including Demo)		\$ 12,000.00
2020	12" PVC Water Main - C900 - DR18		\$ 401,125.00
2030	12" FPVC Directional Drill		\$ 77,042.40
2040	12" Gate Valve & Manhole		\$ 108,666.25
2050	8" Gate Valve & Manhole		\$ 23,214.00
2060	4" Gate Valve & Manhole		\$ 13,200.00
2070	Fittings		\$ 85,575.00
2080	Fire Hydrant Assembly		\$ 71,929.20
2081	Future Roadway Fill For Water Main		\$ 33,012.00
2091	Cut And Shift Onsite		\$ 52,692.00
2092	Cut And Haul Off (Stockpile)		\$ 76,342.50
2093	Undercut Build Pad 4ft & Haul Off Per Geo Report 8-4-		\$ 106,268.50
2094	23 By GHD(Stockpile) Import Fill For Building Pad & Undercut		\$ 990,272.50
2095	Import 24" Select Fill For Roadway & Parking Lot		\$ 872,022.00
2096	Grading Roads & Building Pad		\$ 65,747.90
2097	Grading Of Open Areas/Dressing/Islands		\$ 22,363.40
2099	Clearing		\$ 3,900.00
2098	Grading Complete: Supervision, Surveying, General		\$ 137,502.35
2100	Conditions, Bond Premium Add GABC (No Prime Coat) - 8" Heavy Duty		\$ 847,120.00
	Total DECREASE	-0-	
	Total INCREASE	, and the second	\$ 3,999,995.00
	Difference Col. (1) and (2)		1 -//
	Net INCREASE Contract Price		\$ 3,999,995.00

**13.C.a** J–25412.0029

1 Attachment: 25412.0029 Change Order No. 2 (2920 : Port Wentworth Recreational Compl

The sum of  $\frac{$3,995,000.00}{$5,027,720.75}$  and the total contract price of  $\frac{$1,027,725.75}{$5,027,720.75}$  and the total contract price to date is  $\frac{$5,027,720.75}{$5,027,720.75}$ .

The time provided for substantial completion date for the additional work included in this change order, including turning over the site pad for ghost pirates training facility, is March 1, 2024. All other additional work included in this change order shall be completed by March 30, 2024, which is the date of final completion of the Work.

OWNER and CONTRACTOR recognize time is of the essence for completing the work in the contract documents related to Change Order No. 2 and that OWNER will suffer financial loss if the Work in Change Order No. 2 is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree to liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay OWNER One-thousand dollars (\$1,000.00) for each day expiring after March 1, 2024, for Substantial Completion until the Work is substantially complete. After Substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR, shall pay OWNER two-thousand dollars (\$2,000.00) for each day expiring after March 30, 2024, for completion and readiness for final payment.

Contractor shall provide updated performance and payment bond information to accommodate increased scope of work and associated value.

This document shall become an amendment to the contract, and all provisions of the contract will apply hereto upon approval by City Attorney. All signatures must be present to be valid.

ACCEPTED BY:		_ DATE:
	Contractor  L: W O-H	
RECOMMENDED BY:_	Thomas & Hutton	) DATE: <u>December 14, 2023</u>
REVIEWED BY:	City of Port Wentworth Attorney	_ DATE:
APPROVED BY:	City of Port Wentworth	_ DATE:

# THOMAS & HUTTON

50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

December 14, 2023

Mr. Steve Davis, MPA, CPM City Manager City of Port Wentworth 7224 GA Highway 21 Port Wentworth, GA 31407

Re: Port Wentworth Recreation Complex

Change Order No. 2 Cover Letter

J-25412.0029

Dear Steve:

This letter accompanies the attached Port Wentworth Recreation Complex – Change Order No. 2, dated December 14, 2023. Thomas & Hutton's recommendation to approve Change Order No. 2 is contingent upon approval of compliance with applicable procurement codes by the City of Port Wentworth legal counsel.

If you have any questions or concerns, please do not hesitate to call us at (912) 234–5300.

Sincerely,

**THOMAS & HUTTON** 

Kevin M. Smith, PF

KMS/kts Enclosures



То:	City Of Port Wentworth	Contact:	Jason Stewart
Address:	7224 GA Highway 21	Phone:	
	Port Wentworth, GA 31407	Fax:	
Project Name:	Port Wentworth Recreation Complex - Change Order No. 2	Bid Number:	23089.1
Project Location:	Port Wentworth, GA	Bid Date:	12/6/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0010	Connect To Existing 8" Water Main (incl. Demo)	1.00	EACH	\$12,000.00	\$12,000.00
0020	12" PVC Water Main - C900 - DR18	2,500.00	LF	\$160.45	\$401,125.00
0030	12" FPVC Directional Drill	188.00	LF	\$409.80	\$77,042.40
0040	12" Gate Valve & Manhole	7.00	EACH	\$15,523.75	\$108,666.25
0050	8" Gate Valve & Manhole	2.00	EACH	\$11,607.00	\$23,214.00
0060	4" Gate Valve & Manhole	1.00	EACH	\$13,200.00	\$13,200.00
0070	Fittings	3,500.00	LB	\$24.45	\$85,575.00
0800	Fire Hydrant Assembly	7.00	EACH	\$10,275.60	\$71,929.20
0081	Future Roadway Fill For Water Main	5,502.00	CY	\$6.00	\$33,012.00
0091	Cut And Shift Onsite	8,782.00	CY	\$6.00	\$52,692.00
0092	Cut And Haul Off(STOCK PILE)	11,745.00	CY	\$6.50	\$76,342.50
0093	Undercut Build Pad 4ft & Haul Off Per Geo Report 8-4- 23 By GHD(STOCK PILE_	16,349.00	CY	\$6.50	\$106,268.50
0094	Import Fill For Building Pad & Undercut	27,895.00	CY	\$35.50	\$990,272.50
0095	Import 24" Select Fill For Roadway & Parking Lot	24,564.00	CY	\$35.50	\$872,022.00
0096	Grading Roads & Building Pad	42,418.00	SY	\$1.55	\$65,747.90
0097	Grading Of Open Areas/Dressing/Islands	14,428.00	SY	\$1.55	\$22,363.40
0099	Clearing	1.00	ACRE	\$3,900.00	\$3,900.00
0098	Grading Complete: Supervision, Surveying, General Conditions, Bond Premium Add	1.00	LS	\$137,502.35	\$137,502.35
0100	GABC (No Prime Coat) - 8" Heavy Duty	10,589.00	TON	\$80.00	\$847,120.00

Total Bid Price: \$3,999,995.00

### Notes:

- -Sikes Brothers, Inc. can not be held responsible for any unforeseen conditions.
  - -All permanent grassing, sodding, landscaping, and irrigation by others.
  - -All testing, permitting, any fees, monitoring, monitoring wells, and reporting including NPDES is excluded.
  - -No temporary utilities included.
  - -No GABC/Stone material or install is included for building slab.
  - -All items are bid at quantities on page one of this proposal, if any differentiation from these it will be additional.
  - -Layout and staking is included for our portion of work only. No as-builts.
  - -No concrete work is included.
  - -Bond premium add is included.
  - -Prime coat and sanding of prime coat, if applicable, has been excluded unless noted otherwise.
  - -Haul off of excess spoils/muck dirt is not to be included in the completion date of February 1, 2024.
  - -All GABC areas are to be considered as 8", heavy duty stone.
  - -Pricing is based on GHD report #12613109-00, dated Aug. 04, 2023.
  - -Schedule will require weekend work to complete on time.
  - -Building pad assumption is be left 8" below FFE as our offset.
  - -We shall not be held responsible for weather delays. Weather delays will be based on actual working days delayed and not rain calender days.
  - -Proposal must be accepted by 11/24/2023 to remain valid.
  - -Credit for current contract work on building pad would 5,574 CY for a savings of \$27,870.00

12/14/2023 5:11:10 PM Page 1 of 2

13.C.b

Attachment: Sikes Brothers - Port Wentworth Recreation Complex - Change Order No. 2 (2920: Port Wentworth Recreational Complex -

- -Due to the existing conditions onsite, some utilities could not be verified; Sikes Brothers, Inc. makes no guarantee as to the existing condition Job is quoted as per plan.
  -No additional erosion control items are included.

  - -Clearing and grubbing is priced based on burning onsite. Timber value, if any, has been included in this proposal.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	Sikes Brothers INC
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator:

12/14/2023 5:11:10 PM Page 2 of 2



## **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

### **S**CHEDULED

Meeting: 12/21/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2915)

DOC ID: 2915

# **RFP- New Fire Station**

**Issue/Item:** The City is constructing a new fire station within the property off Highway 30 where the sports complex will be constructed.

**Background:** The City did a full RFP for this project. We held a mandatory pre bid meeting and allowed time for submission of questions and we fully responded.

**Facts and Findings:** The bids were sealed and we hosted a bid opening meeting on November 30, 2023 where all four potential vendors were present. The Bid amounts were read aloud as they were opened. The proposals were scored by staff, and our consulting engineer and architect with graded components of 25% for Bid Form, 25% for Qualifications, and 25 percent for Company Background and Approach, 15 percent for Litigation, Financial Information and Safety and 10 percent for References. The highest scoring bidder was JE Dunn which also had a total bid price of \$8,190,874

**Funding:** This is a previously budgeted capital item.

**Recommendation:** Approve JE Dunn ( rated the most responsive and highest scoring vendor and give authority to the City Manager and City Attorney to finalize a contract

### ATTACHMENTS:

- Bid Contract Price Summary (PDF)
- Fire Station RFP Evaluations Summary Sheet 120823 (PDF)
- JE Dunn Construction\_Response to Bid City of Port Wentworth Fire Station (PDF)
- JE Dunn Bid Form document (PDF)

Bidder	Building Lump Sum Base Bid	Civil Site Lump Sum Base Bid	Alternate Deduct Sectional Doors
CPPI	\$6,780,000	\$2,017,000	\$35,000
Lavender	\$5,742,000	\$2,050,000	\$35,000
Meyer Najem	\$9,153,103	\$2,463,329	\$32,000
JE Dunn	\$5,689,752	\$2,501,122	\$20,400

# RFP EVALUATION SCORESHEET

(Port Wentworth Fire Station)

# **City of Port Wentworth**

# **Summary Sheet**

JE Dunn	<u>SD</u> 99	TJK 88.75	<u>JS</u> 95	<u>MP</u> 91	<u>JG</u> 88.4	462.15	92.43
Lavendar	97.5	85.5	92	90	86	451	90.2
CPPI	93	86.75	81	73	81.4	415.15	83.03
Meyer Najem	92.5	83.25	84	72	70	401.75	80.35









# **BIDDING DOCUMENTS PREPARED FOR**

THE CITY OF PORT WENTWORTH, GEORGIA

# PORT WENTWORTH FIRE STATION

NOVEMBER 30, 2023 | 11AM





# **Table of Contents**

- 1. Document Check List
- **2.** Drug Free Workplace Certification, Attachment A
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- 5. Non-Collusion Affidavit, Attachment D
- 6. General Conditions

- 7. Completed Bid Form
- 8. Bid Bond, Paper Only
- 9. Certificate of Insurance
- 10. Statement of Qualifications, Attachment F
- **11.** Completed City of Port Wentworth Vendor Packet

# PORT WENTWORTH, GEORGIA DOCUMENT CHECK LIST

Company Name: **JE Dunn Construction** 

Please indicate you have completed the following documentation and then submit as **REQUIRED.** 

REQUIRED	COMPLETED	ITEM DESCRIPTION
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
X	X	BID/QUOTE SUBMITTAL FORM
x	x	SURETY REQUIREMENTS (Certified check or other security of 5% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
X	X	PERFORMANCE BOND- UPON AWARD OF CONTRACT
x	X	PAYMENT BOND- UPON AWARD OF CONTRACT
X	Х	CERTIFICATE OF INSURANCE
		LEGAL NOTICE
X	Х	GEORGIA PROFESSIONAL LICENCE CERTIFICATIONS
X	X	ATTACHMENTS
X	X	RECEIPT OF ADDENDA IF ANY
X	X	STATEMENT OF QUALIFICATIONS
X	Х	CITY OF PORT WENTWORTH VENDOR PACKET

Di Au	Vice President	
Authorized Signature	Title	
David Newland	11/30/23	
Print Name	Date	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL INSTRUCTIONS TO BIDDERS

### ATTACHMENT A

### DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

- 1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
- 2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to the City of Port Wentworth that a drug-free workplace will be provided for the employees during the performance of this contract known as **Port Wentworth Fire Station** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

JE Dunn Construction	11/30/23	
CONTRACTOR	DATE	

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30th DAY OF November 20 23

Notary Public

My Commission Expires: Levuary 20, 2027



# Port Wentworth Fire Station

# ATTACHMENT B

# PROMISE OF NON-DISCRIMINATION STATEMENT

Know all men by this presence, that I (We) JE Dunn Construction
Name David Newland , (herein after "Company"), Title Vice President
In consideration of the privilege to Bid on the following City of Port Wentworth Procurement titled <b>Port Wentworth Fire Station</b> hereby consent, covenant, and agree as follows:
A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the Bid submitted to the City of Port Wentworth or the performance of the contract resulting there from;
B. That it is and shall be the policy of this Company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women;
C. That the promises of non-discrimination as made and set forth herein shall continue throughout the duration of this contract with the City of Port Wentworth;
D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of an incorporated by reference in the contract which this Company may be awarded; and
E. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the City to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.
11/30/23
SIGNATURE DATE:
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
30th DAY OF November 1.2023
Haily Mitalell Notary Public
My Commission Expires: Tebruary 21 2027
OTAA, COUNTY

### ATTACHMENT C

# DISCLOSURE OF RESPONSIBILITY STATEMENT - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 1)

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

 List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

### None.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

#### None

3. List any convictions or civil judgments under states or federal antitrust statutes.

#### None.

4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

### None.

5. List any prior suspensions or debarments by any governmental agency.

### None.

6. List any contracts not completed on time.

### None.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

#### None.

8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

## None.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

As with any contractor in business for over ninety-nine years with a volume of business comparable to J.E. Dunn Construction Company ("JE Dunn"), JE Dunn becomes involved in litigation and arbitration from time to time. The above is a list of responses relating to JE Dunn's Savannah Office construction projects in the State of Georgia in which JE Dunn's Savannah office has been involved. The responses do not include unrelated employment matters or personal injury claims.

and duly authorized

# Port Wentworth Fire Station

# DISCLOSURE OF RESPONSIBILITY STATEMENT - Bidders Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (page 2)

I hereby certify that I am the Vice President

representative of <b>JE Dunn Construction</b>	(Contractor) whose address is
24 Drayton Street, Suite 400, Savannah, GA 31401	
and I certify that I have read and understand the attached instructions and	d that to the best of my knowledge and
belief the firm and its representatives:	
(a) Are not presently debarred, suspended, proposed for debarm excluded from covered transactions by the Georgia Depart Department or Agency, Board of Education or local municipali	ment of Transportation, any Federal
(b) I acknowledge that this certification is provided pursuant to Part 29 and that this firm agrees to abide by the rules and misrepresentation that would render this certification error Agreement and other remedies available to the Georgia De Government, Board of Education or local municipality.	conditions set forth therein for any neous, including termination of this
(c) I further acknowledge that this firm will include this clause transactions, solicitations, proposals, contracts and subcontract participant is unable to certify to this statement, that participa document.	s. Where the Bidder or any lower tier
David Newland as Vice President	
Name of individual Title & Authority	
of <b>JE Dunn Construction</b> , declare under oath Company Name	that the above statements,
including any supplemental responses attached hereto, are true.	
Signature	
State of: Georgia	
County of: Chatham	

# DISCLOSURE OF RESPONSIBILITY STATEMENT (page 3)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

30 <sup>th</sup> DAY OF November , 20 23	
by David Newland	representing him/herself to be
Vice President	of the company named.
Haily Nitchell Notary Public	
My Commission Expires: February 20th	, 20 27

# THIS SECTION INTENTIONALLY LEFT BLANK

# ATTACHMENT D NON-COLLUSIVE AFFIDAVIT

I, David Newland	certify t	hat pursuant to th	e City of Port
Wentworth policies, this bid or proposal is made without price			
any corporation, firm or person submitting a bid or proposal i			
the supplies, materials or equipment to be furnished and is in a any type. I understand collusive bidding is a violation of Stat			
sentences and civil damages awards. I agree to abide by all c			
I am authorized by my employer to sign this statement on the		or proposar ar	id corning that
Affiant further states that pursuant to O.C.C	A. Section	36-91-21 (d)	and (e),
JE Dunn Construction Company Contractor		2002 FOLL FOLL	
has not, by itself or with any others, directly or indirectly, pr	evented or attem	nted to prevent c	omnetition in
such bidding or proposals by any means whatsoever. Affia			
endeavored to prevent anyone from making a bid or offer on			
Affiant caused or induced another to withdraw a bid or offer	for the work and	or to submit an i	nvalid and or
incorrect bid or offer for the work.			
Affiant further states that the said offer of JE Dunn Constr	uction Compa	nv	is a
bona fide offer, and that no one has contacted any supplier a			THE RESERVE AND ADDRESS OF THE PARTY OF THE
furnish the materials to the bidder only, or if furnished to other			
JE Dunn Construction Company			
Company's Name			
CLEAN TITLE CATEGO			
Vice President			
President / Vice President / Principal / Owner			
Sworn to and subscribed before me this 30th day of N	lovember	. 20 23	
+ 1/100		, = 0 =	
Mithelle		=	D
Secretary / Assistant Secretary Grames F Will	TAKEL, SEC	T, EXEC V.	
		•	
Affix corporate seal here, if a corporation			
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	30th day of N	ovember	20 23
(1)		OLIVIA J. 1	
Classo & Marts		Notary Public-1	Notary Seal
Notary Public		STATE OF M	SSOURI
Maria David Ja	20 0	ary Commission Expi	res: Anril 6, 200
My Commission Expires	, 200 + [	ID. #1563	4336
NOTE: If the contractor is a partnership, all of the partners	and officers, age	nts, or other pers	ons who mav
have represented or acted on behalf of the partnership in biddi			
this oath. If the subcontractor is a corporation, all of the o	fficers, agents, or	r other persons w	ho may have
represented or acted on behalf of the corporation in bidding for	or or procuring th	is contract shall a	lso make this

oath.

#### **GENERAL CONDITIONS**

- **SPECIFICATIONS:** Any obvious error or omission in the specifications shall not inure to the benefit of the Bidder but shall put the Bidder on notice to inquire of or identify the same to the City.
- 1.2 GEORGIA OPEN RECORDS ACT: The responses will become part of the City's official files without any obligation on the City's part. Ownership of all data, materials, and documentation prepared for and submitted to the City of Port Wentworth in response to a solicitation, regardless of type, shall belong exclusively to the City of Port Wentworth and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et.Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.
- **1.3 GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Bidder submits secret information to the City, the information must be clearly labeled as a "Trade Secret". The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- **1.4 PRICES TO BE FIRM:** The Bidder **warrants** that Bid prices, terms and conditions quoted in his Bid will be firm for acceptance for a period of sixty (60) days from Bid opening date, unless otherwise stated in the Bid.
- **1.5 COMPLETENESS:** All information required by the Invitation to Bid must be completed and submitted to constitute a proper bid. The City shall have sole discretion in evaluating qualifications and responses of Bidders. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to the Board's contract.
- **1.6** MULTIPLE PROPOSALS: No Bidder will be allowed to submit more than one offer. Any alternate proposals must be brought to the Assistant City Manager's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the date for submission of bids.
- **1.7 PATENT INDEMNITY:** Except as otherwise provided, the successful Bidder agrees to indemnify the City of Port Wentworth and its officers, agents and employees against liability.
- 1.8 QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER): A responsible Bidder is defined as one who meets, or by the date of the Bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids. The City of Port Wentworth has the right to require any or all Proposers to submit documentation of their ability to perform, provide or carry out the service requested and to disqualify the proposal of any Proposer as being unresponsive or un-responsible whenever such Proposer cannot.
- **1.9** CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto as to its own organization, that in connection with this procurement.
  - A. The prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such price

- with any other bidder or with any competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other competitor; and;
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose or restricting competition.
- **1.10 AWARD OF CONTRACT:** The contract, if awarded, shall be awarded to the highest ranking responsible and responsive bidder whose combined bid meets the requirements and criteria set forth in the advertisement for bids; provided, however, that if the bid from the highest ranking responsible and responsive bidder exceeds funds budgeted for the contract, the City may negotiate with such apparent bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements.
- **1.11 TERM OF THE CONTRACT:** The contract period will be for the period specified in the contract document UNLESS DIRECTED OTHERWISE BY THE CITY OF PORT WENTWORTH.
- 1.12 INSURANCE PROVISIONS: The selected Bidder shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. Contract work will not proceed unless the City of Port Wentworth has in their possession a current Certificate of Insurance. The City of Port Wentworth invokes the defense of sovereign immunity. The City is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

- A. Name of Producer (Contractor's insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm the City of Port Wentworth is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder (This is to always include the City of Port Wentworth).
- **1.13 LIMITS OF INSURANCE**: Effective coverage shall have the following limits:
  - A. Commercial General Liability: Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. Minimum limits: \$3000000 bodily injury and property damage per occurrence and annual aggregate.
  - B. Worker's Compensation and Employer's Liability: Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of duties. Minimum limits \$500000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
  - C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

#### 1.14 SPECIAL REQUIREMENTS:

- A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The Contractor shall provide the City with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. Cancellation/Non-Renewal Notification: Each insurance policy supplied in response to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City.
- E. Proof of Insurance: The City of Port Wentworth shall be furnished with certificates of insurance and original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City before services are rendered. The Proposer must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the City of Port Wentworth.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the City, its officials, officers, employees, and volunteers; or the Proposer shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

#### 1.15 ADDITIONAL COVERAGE FOR SPECIFIC PROCUREMENT PROJECTS:

**Professional Liability:** Insure errors or omissions on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits: \$3,000,000 per claim/occurrence.

Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

Builder's Risk: (for Construction or Installation Contracts) Covers against insured perils while in the course of construction.

Minimum Limits: All risk coverage equals 100% of the contract value

*Coverage requirements*: Occupancy clause – permits the City of Port Wentworth to use the facility prior to issuance of Notice of Substantial Completion.

**1.16 INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the City of Port Wentworth, Georgia, its Council Members, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the City of Port Wentworth, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify the City of Port Wentworth under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

- 1.17 INTERPRETING SPECIFICATION: The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The City is soliciting a bid to provide a complete product or service package which meets all requirements. Specific equipment and system references may be included in the ITB for guidance, but they are not intended to preclude bidders from recommending alternative solutions for offering comparable or better performance or value to the City. Changes in the scope of services, specifications, or terms and conditions of the ITB will be made in writing by the City prior to the bid opening or due date. Results of informal meetings between a potential Bidder and a City official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.
- **1.18 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the City of Port Wentworth, or their designee. In case of a default on the part of the Bidder after such acceptance, the City of Port Wentworth may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 1.19 NOTICE TO PROCEED: The successful bidder shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Assistant City Manager / Development or his designee. If the successful Bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- **1.20 PAYMENT TO CONTRACTORS:** Instructions for invoicing the City for services delivered to the City are specified in the contract document.
  - A. Questions regarding payment may be directed to the City of Port Wentworth Finance Department, at (912) 964-4379. ACH payment is the method agreed upon by the selected vendor.
  - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
  - C. The City of Port Wentworth is a tax-exempt entity. Every contractor, vendor, business or person under contract with City of Port Wentworth is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to the City of Port Wentworth by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

- 1.21 **CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the contract term.
- **1.22 VENDOR DEFAULT:** In case of vendor default, the City will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the City reserves the right to procure services from other sources.
- 1.23 METHOD OF COMPENSATION: The successful Contractor will be compensated in accordance with the approved compensation schedule. Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the project through the last day of the month (or a mutually agreeable time). All invoices shall be submitted on a monthly basis until the project is completed. Invoices shall be itemized to reflect actual expenses for each individual task and will be accompanied by a summary progress report which outlines the work accomplished during the billing period and shall identify any problems which may be inhibiting project execution. The terms of the resulting contract are intended to supersede all provisions of the Georgia Prompt Pay Act. The City will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the Engineer/Architect until the Contractor achieves substantial completion. Upon Substantial Completion, the City will release most of the retainage except it will retain two times (2x) the amount of estimated punch list work remaining until achieving Final Completion with the completion of the Punch List items. The contractor may submit a final invoice to the City for the remaining retainage upon the City's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the City to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment shall constitute a waiver of all claims by the City of Port Wentworth except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the contract document, or the terms of any warranties required by the contract document or items previously made in writing and identified by the City as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the Contractor, except for those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment. ACH is the method of payment the City utilizes. No checks will be issued.
- **1.24 GUARANTEE:** Unless otherwise specified by City, the Bidder shall unconditionally guarantee the materials and workmanship on all material and/or services for a period of not less than one year. If within the guarantee period any defects occur which are due to faulty material and or services, the contractor, at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City. These repairs, replacement or adjustments shall be made only at such time as will be signed by the City as being least detrimental to the operation of City business.

## THIS SECTION INTENTIONALLY LEFT BLANK

#### 1.25 SURETY BOND REQUIREMENTS (CHECKED WHERE APPLICABLE):

- X A. Bidder shall post a Bid Bond, made payable to the City of Port Wentworth Fire Department in the amount of 5% of the Bid price.
- X B. Contractor(s) shall post a Performance Bond, made payable to the City of Port Wentworth Finance Department, in the amount of 100% of the Bid price if awarded the contract or purchase. Bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered in accordance with the contract document. Bond(s) will also guarantee quality performance of services and timely payment of invoices due to any sub-contractors.
- X C. Whenever a Bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by the City of Port Wentworth.
- <u>X</u> D. Bidder acknowledges the City of Port Wentworth's right to require a Performance Bond of specific kind and origin.
- <u>X</u> E. Forfeit in the amount of the Bid Bond as liquidated damages if he/she fails to enter into a contract with the City of Port Wentworth to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this Bid Proposal for the Bid amount, and;
- X F. Forfeit the amount of the Performance Bond as liquidated damages if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
  - 1. The difference between his/her Bid and the next lowest, responsible Bid that has not expired or been withdrawn, or;
  - 2. The difference between his/her Bid and the lowest, responsible Bid received as a result of re-Bidding, including all costs related to re-Bidding.

### THIS SECTION INTENTIONALLY LEFT BLANK

The undersigned Bidder certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation to Bid; and further certifies that the prices shown in his/her bid are in accordance with all documents contained in this Invitation to Bid package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Bidder, have read the instructions to Bidder and agree to be bound by the provisions of the same.

This	30 <sup>th</sup>	day of Nover	nber	20 2
BY		- TO 10 10 10 10 10 10 10 10 10 10 10 10 10	u	
	SIGN	ATURE		
	David	l Newland, Vi	ce President	
	PRINT	ED NAME AND	TITLE	
	JE Du	nn Constructio	on	
	COMF	PANY		
	24 Dı	ayton Street,	Suite 400	
	ADDR	ESS		
	Savai	nnah, GA 314	01	
	912.4	133.1525		
	PHON	E NUMBER		

### **ARTICLE 9 - BID SUBMITTAL**

9.01	This Bid is submitted by:							
	If Bidder is:							
	An Individual							
	Name (typed or printed):							
	By:(Individual's signature)							
	(Individual's signature)							
	Doing business as:							
	A Partnership							
	Partnership Name:							
	By:(Signature of general partner attach evidence of authority to sign)	1111						
	Name (typed or printed):							
	A Corporation							
	Corporation Name: JE Dunn Construction Company							
	State of Incorporation: Missouri							
	Type (General Business, Professional, Service, Limited Liability): General Business, Professional, Service, Limited Liability (Service) (							
	(Signature attach evidence of authority to sign)							
	Name (typed or printed): Thomas F. Whittaker	-						
	Title: Executive Vice President & Corporate Secretary (CORPORATE SEAL)							
	Attest Carrie & Creswell	-						
	Date of Qualification to do business in <u>Georgia</u> is <u>11 / 05 / 2002</u> .							
	A Joint Venture							
	Name of Joint Venture:	_						

## STATE OF GEORGIA

### **Secretary of State**

Corporations Division 313 West Tower 2 Martin Luther King, Jr. Dr. Atlanta, Georgia 30334-1530

#### ANNUAL REGISTRATION

\*Electronically Filed\* Secretary of State

Filing Date: 2/13/2023 11:31:49 AM

#### **BUSINESS INFORMATION**

CONTROL NUMBER

0256357

**BUSINESS NAME** 

J. E. DUNN CONSTRUCTION COMPANY

**BUSINESS TYPE** 

Foreign Profit Corporation

EFFECTIVE DATE

02/13/2023

ANNUAL REGISTRATION PERIOD

2023

#### PRINCIPAL OFFICE ADDRESS

**ADDRESS** 

1001 Locust Street, Kansas City, MO, 64106, USA

#### REGISTERED AGENT

NAME

**ADDRESS** 

COUNTY

C T CORPORATION SYSTEM

289 S Culver St, Lawrenceville, GA, 30046-4805, USA

Gwinnett

#### OFFICERS INFORMATION

NAME

TITLE

ADDRESS

Beth A. Soukup

CFO

1001 Locust, KANSAS CITY, MO, 64106, USA

GORDON E LANSFORD, III

CEO

1001 Locust, KANSAS CITY, MO, 64106, USA

THOMAS F WHITTAKER

SECRETARY

1001 Locust, KANSAS CITY, MO, 64106, USA

#### **AUTHORIZER INFORMATION**

AUTHORIZER SIGNATURE

Thomas F. Whittaker

AUTHORIZER TITLE

Officer

By:	
(Signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority to signature of first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the first joint venture partner attach evidence of authority of the authority of the first joint venture partner attach evidence of authority of the authority of the first joint venture partner attach evidence authority of the authority of the authority	gn)
Name (typed or printed):	
Title:	
Second Joint Venturer Name:	(SEAL)
By: (Signature of second joint venture partner attach evidence of authority to	sign)
Name (typed or printed):	
Title:	
(Each joint venturer must sign. The manner of signing for each individual, corporation that is a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner indicated as a party to the joint venture should be in the manner of significant to the party to the joint venture should be in the manner of significant to the party to the joint venture should be in the manner of significant to the party to the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the joint venture should be in the party to the party to the joint venture should be party to the party to the joint venture should be party to the joint venture should	A A .
Bidder's Business Address 24 Drayton Street	
Savannah, GA 31401	
Phone No. 912.354.1386 Fax No. 912.354	1.1388
E-mail david.newland@jedunn.com	
SUBMITTED on <b>November 30</b> , 20 <b>23</b> .	
State Contractor License No. GCCO003378	

# THIS SECTION INTENTIONALLY LEFT BLANK

#### **BID FORM**

#### **ARTICLE 1 - BID RECIPIENT**

1.01 This Bid is submitted to:

City of Port Wentworth, Georgia

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addenda 1, 2, 3	11/6/23
Addendum 4	11/16/23
Addendum 5	11/17/23
Addendum 6	11/29/23

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 - BIDDER'S CERTIFICATION**

#### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### THIS SECTION INTENTIONALLY LEFT BLANK

#### ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

BUILDING, LUMP SUM BASE BID: 

\$ See Hard Copy Response

CIVIL / SITE, LUMP SUM BASE BID: 
\$ See Hard Copy Response

ALTERNATE DEDUCT NO. 001 SECTIONAL DOORS \$ See Hard Copy Response

### THIS SECTION INTENTIONALLY LEFT BLANK

#### **CLARIFICATIONS**

- 1. After visiting the site, we understand that the initial clearing of the property is ongoing and being perform under a separate contract. We have not included any clearing to access the site as it is assumed this will be performed under the initial site package (by others). Additionally, if any clearing is required for the installation of the 12" water main along HWY 30, this is to be done by others. Clearing of this area cannot be determined if it will be necessary until staking & layout has occurred on site.
- 2. The Geotech Report provided by GHD references a recommendation of having to remove and replace high plasticity soils on Page 8, Section 4.1; and creating separation of 4'-5' from the building structure. Furthermore, notes 3 & 4 on Drawing S-001 directs the removal of any unsuitable soils at no additional cost for this work. It is unknown if these soils will be suitable for construction until proper testing and proof rolling has been performed. We have excluded the cost to remove and replace any unsuitable soils. A unit rate for removal and replacement can be provided, if needed.
- 3. Note 12 on M-001 states that additional supplemental steel members may be required to support equipment. It is assumed that the design disciplines have coordinated this work and incorporated any design elements required, into the documents; thus, we have not included additional work currently not shown.
- 4. Per RFI response 13 on page 3, we have only included conduits, raceways, and pull strings for the low voltage work shown in the documents. This is includes data/comm, security, etc. shown in the Telecommunications Plans. All low voltage work and A/V shall be by others.
- 5. We have not included import of topsoil for plantings per note 2.2 on sheet L2.2. It is assumed that the in-situ soils and fill dirt for new elevations will be acceptable. Additionally, we have not included any soil amendments, as it is unsure what, if any, amendments will be needed until testing is performed.
- 6. We have not included AISC certification for structural steel. This is included 3rd party certification.
- 7. While reviewing and pricing the project, there are several areas where cost can be reduced. These options can be provided and discussed once the bid process is complete.

#### BID BOND

KNOW ALL MEN BY THESE PRESEN	NTS THAT	WE	J.E. Dunn Co	nstruction Company	[Insert contracte	or's
name], as Principal, hereinafter called the	e Principal,	and	(Surety)	Travelers Casualty and Company of America	Surety a corporation of	luly
organized under the laws of the State of	Connecticut		as Sure	ty, hereinafter o	called the Surety,	and
held and firmly bound unto						

City of Port Wentworth
7224 GA Highway 21
Port Wentworth, GA; 31407

as Obligee, hereinafter called Obligee, in the sum of Five Percent of the Amount Bid Dollars (\$ 5% of Amt. Bid ), or percent (5 %) of the amount bid, whichever is less, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

#### Port Wentworth Fire Station

Debra J. Scarborough, Attorney in Fact

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bonds or bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_27th\_ day of \_\_\_\_\_\_\_, 20\_23

J.E. Dunn Construction Company
24 Drayton Street, Suite 400, Savannah, GA 31401

(Principal)

By: Tyler Henson,
Senior Vice President

(Witness) (Title)

Travelers Casualty and Surety Company of America
One Tower Square (Flartford, CT 06183 (860) 277-0111

(Surety)



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint DEBRA J SCARBOROUGH of KANSAS CITY , Missouri , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of

acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of November , 2023







Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



#### CERTIFICATE OF LIABILITY INSURANCE

3/31/2024

3/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies	CONTACT NAME:				
444 W. 47th Street, Suite 900	PHONE (A/C, No. Ext): FAX (A/C, No):				
Kansas City MO 64112-1906	E-MAIL ADDRESS:				
(816) 960-9000 kcasu@lockton.com	INSURER(8) AFFORDING COVERAGE	NAIC#			
	INSURER A: Liberty Insurance Corporation	42404			
INSURED J.E. DUNN CONSTRUCTION COMPANY	INSURER B : SEE ATTACHMENT				
1060734 J.E. DOWN CONSTRUCTION COMPANY 1001 LOCUST	INSURER C:				
KANSAS CITY MO 64106	INSURER D:				
	INSURER E:				
	INSURER F:				
COVERAGES * CERTIFICATE NUMBER: 1926496	7 REVISION NUMBER: XX	XXXXX			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE DEEN REDUCED BY PAID CLAIMS.  IADDUSUBBLE  POLICY EFF   POLICY EFF							
LTR	INSR LTR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	1
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	N	N	TB7-641-444322-023	3/31/2023	3/31/2024	Later than the second second	\$ 5,000,000 \$ 500,000
								\$ 10,000
							PERSONAL & ADV INJURY	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$ 10,000,000
1	OTHER:	ll						\$
A	AUTOMOBILE LIABILITY	N	N	AS7-641-444322-183	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$ XXXXXXX
	X OWNED SCHEDULED AUTOS							\$ XXXXXXX
	X HIRED X NON-OWNED AUTOS ONLY							\$ XXXXXXXX
								\$ XXXXXXX
A	UMBRELLA LIAB X OCCUR	N	N	TH7-641-445669-273	3/31/2023	3/31/2024	EACH OCCURRENCE	s 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	DED RETENTION \$							\$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WA7-64D-444322-453 (AOS)	3/31/2023	3/31/2024	X PER OTH- STATUTE ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		WC7-641-444322-463 (MN) WC7-641-444322-483 (WI)	3/31/2023 3/31/2023	3/31/2024 3/31/2024	E.L. EACH ACCIDENT	\$ 1,000,000
**	(Mandatory In NH)			WC/ 011 111522 105 (W1)	5/51/2025	3/32/2021	E.L. DISEASE - EA EMPLOYEE	s 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Ш					E.L. DISEASE - POLICY LIMIT	,
В	EXCESS LIABILITY (50M)	N	N	SEE ATTACHED	3/31/2023	3/31/2024	\$40M OCC/AGG EXCESS ***SEE ATTACHMENT FO ADDITIONAL LAYERS**	OR
	1							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EVIDENCE OF INSURANCE

CERTIFICATE HOLDER	CANCELLATION See Attachment
19264967 EVIDENCE OF INSURANCE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Jogs M Agnello

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ACORD 25 (2016/03)

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## JE Dunn Construction Company - \$50M excess liability tower

Policy/Insurer:	Policy No.	Eff Date I	Eff Date Exp Date	
\$10M occ/agg excess of \$10M American Guarantee and Liab Ins Co	AEC7122364-03	3/31/23	3/31/24	
\$30M occ/agg excess of \$20M – Quota Share ACE Property and Casualty Insurance Company	XCQ G28216877 007	3/31/23	3/31/24	
50% share Endurance American Ins Co 50% share	EXC10004712709	3/31/23	3/31/24	

# ATTACHMENT F Statement of Qualifications

#### **Port Wentworth Fire Station**

Please provide the following information:

#### 1. COMPANY BACKGROUND & QUALIFICATIONS:

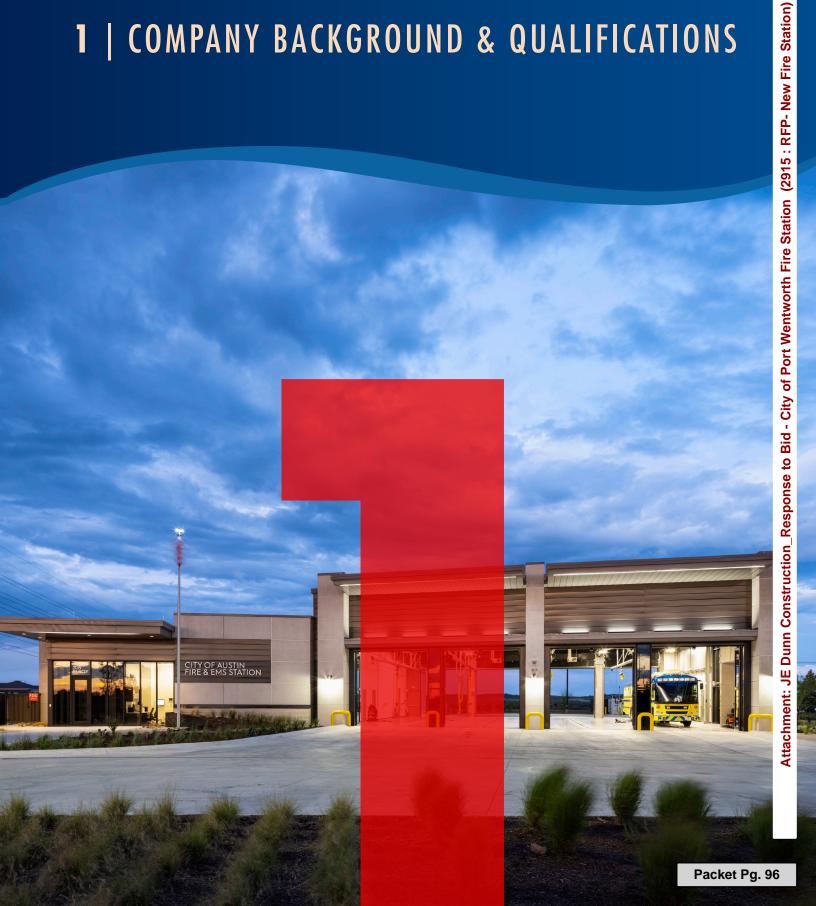
Background - Provide name, address, contact information, for the firm and the primary contact person. Indicate location of office responsible for the work. Provide brief company history and background, including number of years in business, annual revenues, and current work commitments. Provide type of organization or company structure. Provide certification that the firm is legally permitted to conduct business in the State of Georgia.

Qualifications - Provide resumes of your firm's proposed key personnel. Resumes should highlight relevant qualifications. More than one individual may be listed for key positions as the timing of the Award may dictate the availability of the personnel. Provide a team organizational chart. Provide 3-5 descriptions of projects with similar scopes and size currently in progress or completed within the past ten (10) years for which the firm has provided similar services. These descriptions should demonstrate the firm's experience relative to the scope, costs, conditions, and delivery method of the type of projects described in this document including, but not limited to, public safety buildings and other public institutional projects. Provide information for each project listed:

- a. Project name, location, size and date completed
- b. Brief description of project
- c. Indicate similarities in the construction of the highlighted project to the project being advertised.
- 2. APPROACH: Describe the firm's approach to this type of work, including communication process, project management, preconstruction services, and quality control. Provide samples of schedules that will be used to control and monitor the various project phases. Describe methods employed to keep projects on schedule and methods of corrective action to overcome schedule deficiencies. Describe your firm's process for payment applications to the Owner and payments to vendors and subcontractors. Describe your method for ensuring the costs are accurate and/or substantiated.
- 3. LITIGATION: List and describe any litigation your firm has been a party to in the past five (5) years and note any active litigation. Has your firm ever failed to complete any work awarded to it?
- 4. FINANCIAL INFORMATION: List the firm's annual revenue, for the past five (5) years and supply main financial and banking references. Provide a financial statement for the most recent fiscal year. This can be provided in a sealed envelope marked "confidential" to be returned once the project has been awarded.
- 5. SAFETY: Does your company have a written safety manual? Provide a copy of this manual (electronic version acceptable.) List any OSHA violations in the State of Georgia within the last year. The firm must demonstrate a commitment to safety with regard to Worker's Compensation by having a current Experience Modification Rating (EMR) of 1.2 or less.
- 6. REFERENCES: Please provide references including name, contact, and contact information so that we can correspond with them regarding your services.



# COMPANY BACKGROUND & QUALIFICATIONS



# **Company Background & Qualifications**

**Background** - Provide name, address, contact information, for the firm and the primary contact person. Indicate location of office responsible for the work. Provide brief company history and background, including number of years in business, annual revenues, and current work commitments. Provide type of organization or company structure. Provide certification that the firm is legally permitted to conduct business in the State of Georgia.

#### PRIMARY CONTACT



RYAN PRICE
Project Executive
ryan.price@jedunn.com
912.856.6206

#### **SAVANNAH OFFICE**

24 Drayton Street, Suite 400 Savannah, GA 912.354.1386

# WE ARE LOCAL

YEARS IN SAVANNAH

\$144M 2022 REVENUE

90%
REPEAT CLIENTS

The response to your bid is submitted by JE Dunn Construction Company. JE Dunn is a privately-held, employee-family-owned corporation that has been in business for 99 years under our present name with a state of residency in Georgia. Our Savannah office was founded in 1956 and has been operational for 67 years. Our office is located only 11 miles from Port Wentworth and will be responsible for managing the Port Wentworth Fire Station project. We have 55 FTEs in Chatham County and an office fully staffed with local construction professionals including Preconstruction, Operations and Marketing services. NO CROSSING STATE LINES WITH OUR COMMITTED TEAM!

Specializing in construction management, program management and design/build projects of all sizes, JE Dunn has consistently ranked among the top 20 contractors nationwide according to the leading industry publication, *Engineering News-Record*. Ninety percent (90%) of our projects are delivered to repeat clients, which is an excellent indicator of how we value all of our relationships regardless of project size.

Our local team's annual revenue for 2022 was \$144M. Our team is is nearing completion on the Chatham County Courthouse in dowtown Savannah, St. Joseph's/Candler's Heartwood Medical Office Building in Richmond Hill, Phase II of the Robert Small Leadership Academy K-8 school in Beaufort, SC, and Coastal Carolina Hospital's Operating Room in Hardeeville, SC. We are beginning construction for the new Windsor Forest High School here in Savannah and Southeast Toyota's JAXPORT project in Jacksonville, FL. Each of these projects has components similar to the scope of your project and each proposed team member has the experience necessary to meet and exceed your expectations. OUR TEAM IS READY TO WORK WITH YOU!

With JE Dunn, The City of Port Wentworth will get the benefits of a LOCAL COMPANY with NATIONAL RESOURCES. Additionally, our company participates in an Employee Stock Ownership Program (ESOP) meaning that each individual who works for JE Dunn takes personal pride and ownership in his or her delivery. Who better to hire for the project than a company whose individuals truly value their work?



# JE DUNN IS LEGALLY PERMITTED TO CONDUCT BUSINESS IN THE STATE OF GEORGIA. WE HAVE INCLUDED OUR LICENSES BELOW.

#### GCQA LICENSE - GCCO003378

STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA003387

Walter Bernard Murphy, III

24 Drayton Street

Suite 400

Savannah GA 31401

Company Name: J E Dunn Construction Company Company License NO: GCCO003378 General Contractor Qualifying Agent

> EXP DATE - 06/30/2024 Status: Active Issue Date: 11/22/2011

#### GC LICENSE - GCQA003387



#### STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCCO003378

J E Dunn Construction Company Walter Bernard Murphy, III 1001 Locust Street

Kansas City MO 64106

Qualifying Agent: Walter Bernard Murphy, III Qualifying Agent License NO: GCQA003387 General Contractor Company

> EXP DATE - 06/30/2024 Status: Active Issue Date: 11/22/2011

Qualifications - Provide resumes of your firm's proposed key personnel. Resumes should highlight relevant qualifications. More than one individual may be listed for key positions as the timing of the Award may dictate the availability of the personnel. Provide a team organizational chart. Provide 3-5 descriptions of projects with similar scopes and size currently in progress or completed within the past ten (10) years for which the firm has provided similar services. These descriptions should demonstrate the firm's experience relative to the scope, costs, conditions, and delivery method of the type of projects described in this document including, but not limited to, public safety buildings and other public institutional projects. Provide information for each project listed:

- a. Project name, location, size and date completed
- b. Brief description of project
- c. Indicate similarities in the construction of the the highlighted project to the project being advertised.

# **YOUR LOCAL TEAM**

# INVESTED IN THE LOCAL COMMUNITY

With 55 FTE'S in Chatham County, our office nearby is fully staffed with local construction professionals including Preconstruction,
Operations, and Marketing Services.
NO CROSSING STATE LINES!!







RYAN PRICE Project Executive





DAVID NEWLAND Preconstruction Director



ASHLEY LLOYD Estimating Manager

#### **OPERATIONS**



REANNA COGGINS Project Manager

FIELD



JARED PROPST General Superintendent



DREW ARRINGTON Project Superintendent

#### SUPPORT SERVICES



**Todd Rampley** Client Support



Marques Lowe Safety



Mishaune Sawyer
Senior Diversity,
Equity & Inclusion
Manager



Chad Meadows Schedule



Matt Hagan Quality



Todd Stuart MEP



Elizabeth Taylor



Kyle Hingst VDC



RYAN PRICE
PROJECT EXECUTIVE

#### **Education**

BS, Construction Management, Georgia Southern University, 1997

#### Reference

Matthew Shingler Georgia Southern University 912.478.0688 mshingler@georgiasouthern.edu



years in industry



Jared Propst
GENERAL SUPERINTENDENT

#### Military Service

United States Marine Corps, Combat Engineer, 2001 - 2005

#### Reference

Parveez Yousuf Chatham County 912.656.4360 pyousuf@chathamcounty.org



years in industry

As Project Executive, Ryan will be accountable for all aspects of project performance, ensuring the project vision becomes a reality. He will also work collaboratively with his team, the design team, and the City of Port Wentworth to develop the Project Purpose Statement, which will be used as a guiding narrative to foster team cohesiveness. Ryan's involvement will continue through preconstruction and construction phases of the project, working closely with the project team to provide leadership and guidance to achieve project success. In addition to having contractual authority, he will leverage JE Dunn's national and local resources to ensure expectations are exceeded as your trusted partner.

#### **Relevant Experience**

City of Savannah Pennsylvania Avenue Resource Center, Savannah, GA - 18,960 SF 2-story community center; \$6.5M

Georgia Southern University Center for Engineering & Applied Research, Statesboro, GA - New 132,000 SF, 4-story, university engineering and research building; \$49.8M Chatham County Courthouse, Savannah, GA — New 155,000 SF courthouse; \$76.3M

Chatham County Live Oak Public Libraries, Garden City & Savannah, GA — Two, 16,000 SF New Public Libraries; \$9.6M

Savannah Chatham County Public School System Jenkins STEM High School, Savannah, GA — 233,850 SF new high school; \$58.2M

As General Superintendent, Jared will provide overall project oversight and lead the team in delivering a successful project. He is fully versed in safety and compliance standards, both locally and nationally. Jared will be responsible for providing leadership to the onsite team, oversight of trade partner activities, and guiding construction sequencing activities to achieve project success. Through communication, planning, constructability reviews, knowledge and experience the Jared will lead the project team to exceed project goals and requirements for safety, quality and budget.

#### **Relevant Experience**

Chatham County Courthouse, Savannah, GA — New 155,000 SF courthouse; \$76.3M

Savannah-Chatham County Public School System Windsor Forest High School, Savannah, GA — 203,902 SF 3-story new high school campus

Beaufort Schools Robert Smalls International Academy Replacement School Beaufort SC, Beaufort, SC — 36,913 SF new K-8 public school; \$61.7M Horton Plaza Park Improvement, San Diego, CA\* — Public works project including three pavilions, interactive water features, an amphitheater, and the historic restoration of the existing City of San Diego Fountain; \$16M

Mission Rock Parcel A, San Francisco, CA\* - 23-story, cast-in-place abovegrade tower with 282 residential units, office and retail shell space; LEED Gold; \$270M

\*work performed at previous firm



# David Newland PRECONSTRUCTION DIRECTOR

#### **Education**

MS, Construction Management, University of Florida, 2005

BS, Construction Management, Georgia Southern University, 2004

#### Reference

Greg Menke St. Joseph's/Candler Health System 912.819.8084 menkeg@sjchs.org



years in industry

As your Preconstruction Director, David is your advocate from project conception through construction to ensure that we deliver the maximum value to your project within the planned budget. From implementing a collaborative Target Value Delivery approach to utilizing the latest technology in JE Dunn's proprietary Lens™ estimating software, David will provide critical leadership and oversight of the team, process, and tools to achieve your overall vision. David is responsible for delivering an exceptional client experience and ensuring certainty of results.

#### Relevant Experience

City of Savannah Pennsylvania Avenue Resource Center, Savannah, GA - 18,960 SF 2-story community center; \$6.5M

Chatham County Courthouse, Savannah, GA — New 155,000 SF courthouse; \$76.3M

Georgia Southern University Center for Engineering & Applied Research, Statesboro, GA - New 132,000 SF, 4-story, university engineering and research building; \$49.8M Bluffton Town Hall Renovation, Bluffton, SC - 26,747 SF town hall renovation and addition \$4.7M

Bryan County Administration Building\* - 29,767 SF county administration building

Bulloch County Courthouse, Statesboro, GA\* - 37,000 SF county courthouse renovation

Live Oak Public Library\* - 37,000 SF county courthouse renovation



Ashley Lloyd ESTIMATING ENGINEER

#### **Education**

BBA, Marketing, Georgia State University, 2005

#### References

Janina Scalfano Campo Architects 504.598.4440 jscalfano@jtcampo.com



years in industry

As Estimating Engineer, Ashley will support the preconstruction effort utilizing JE Dunn's Lens<sup>TM</sup> suite of estimating tools. She will work with the team to provide real time cost evaluations to attain optimum value from the budget, in addition to managing project costs, and preparing cost updates to ensure that every detail is accounted for in order to deliver certainty of results.

#### Relevant Experience

Sea Pines Resort Quarterdeck
Restaurant, Hilton Head Island, SC
— 16,566 SF, 2-story restaurant
redevelopment; \$11.2M

Coastal Carolina Level II Nursery Hardeeville, SC — 2,600 sf remodel level II nursery; \$1.3M

Savannah-Chatham County Public School System Windsor Forest High School, Savannah, GA — 203,902 SF 3-story new high school campus St. Joseph's/Candler Health Systems Heartwood Medical Office Building, Richmond Hill, GA — 15,510 sf single-story healthcare facility to include urgent care, primary care, and the BeHealth Program. project includes 3,000 sf of shell space for future buildout; \$11.4M

Coastal Carolina OR Addition and Renovation, Hardeeville, SC — 2,600 sf OR addition; \$3.9M



# Reanna Coggins PROJECT MANAGER

#### **Education**

BS, Construction Management, Georgia Southern University, 2015

#### **References**

Elizabeth Epstein
Capital Construction
ESPLOST Savannah-Chatham County Public
School System
912.650.1359
elizabeth.epstein@sccpss.com



years in industry

As your Project Manager, Reanna will coordinate all JE Dunn and trade partner project activities, beginning in preconstruction by leading collaborative efforts with the owner, architect, and key trade partners. Working with the preconstruction team, she will conduct constructability reviews to attain optimum value from your budget, as well as support the development of the project's strategic plan. Working with Drew Arrington, Project Superintendent, she will monitor project costs, prepare subcontracts, monitor the project schedule, review and approve billings and implement processes and procedures to ensure safety, quality and schedule adherence to deliver your project on time and within budget.

#### **Relevant Experience**

St. Joseph's/Candler Health Systems Heartwood Medical Office Building, Richmond Hill, GA — 15,510 sf single-story healthcare facility to include urgent care, primary care, and the BeHealth Program. project includes 3,000 sf of shell space for future buildout; \$11.4M

Charleston County Aviation Authority Consource A Additional Gates, Charleston, SC — 3 new gate additions in existing airport; \$3M Savannah Chatham County Public School System Jenkins STEM High School & Gymnasium, Savannah, GA — 233,850 SF new high school with gymnasium; \$58.2M

Middle Street Partners Atlantic on Romney, Charleston, SC — 450,054 SF, 9-story apartment building with parking garage \$86.5M



Drew Arrington
PROJECT SUPERINTENDENT

#### **Education**

BS, Construction Management, Georgia Southern University, 2019

#### References

David Duvall Savannah-Chatham County Public Schools 912.856.5387 David.Duvall2@sccpss.com



years in industry

As JE Dunn's Project Superintendent, Drew will be your onsite contact and will be responsible for team management during construction. He will provide oversight to the team and plan all construction sequencing to meet project goals. Utilizing his expertise of lean principles, Drew will ensure successful planning, collaboration and project execution success. Drew will serve as your safety advocate, creating safety awareness by demonstrating a commitment to an injury-free environment through actions and mentoring. He will attend all appropriate project meetings and manage trade partners throughout the life of the project to ensure execution of safety, quality and schedule.

#### Relevant Experience

Chatham County Courthouse, Savannah, GA — New 155,000 SF courthouse; \$76.3M

Savannah Chatham County Public School System Jenkins STEM High School & Gymnasium, Savannah, GA — 233,850 SF new high school with gymnasium; \$58.2M Savannah Chatham County
Public School System Juliette Low
Elementary School, Savannah, GA
— 127,855 SF, 950-student new
public elementary school; \$25.2M

St. Joseph's/Candler Pooler Campus, Pooler, GA — 83,000 SF medical office building and micro hospital; \$22.9M





## **CITY OF SAVANNAH** PENNSYLVANIA AVENUE RESOURCE CENTER

Savannah, Georgia | July 2018 - April 2019

Serving as the prime general contractor, JE Dunn completed construction of the Pennsylvania Avenue Neighborhood Resource Center for the City of Savannah. This project is a 22,000 SF, 2-story community center including offices, a fitness room, art classroom, game room, a computer lab, multi-use classrooms, library, rooms for wellness activities, medical services, a serving kitchen and café, a commercial-style kitchen for teaching culinary arts, and a 2,000 SF multi-purpose room that can be divided into two separate functioning spaces.

The center provides access and invaluable resources to the community and offers many programs to the public including personal development, housing and home ownership assistance, micro-business opportunities, connection to public assistance programs, youth/adult education assistance and employment training and placement assistance.

#### COST

\$6,500,000

#### **OWNER REFERENCE**

Carol Moon (formerly with City of Savannal Chatham County 912.724.0270 cmoon@chathamcounty.org

#### **ARCHITECT REFERENCE:**

Robert Armstrong Hussey Gay Bell 912.667.2476 rarmstrong@husseyga

Packet Pg. 103

13.D.c



May 5, 2021

RE: JE Dunn Construction Company
City of Savannah | Pennsylvania Avenue Resource Center

To Whom it May Concern:

On behalf of the City of Savannah, I want to take this opportunity to thank JE Dunn and the entire team for an outstanding job on the Pennsylvania Avenue Resource Center project. Your team was a crucial component in terms of project success. From the early stages of preconstruction, your team worked alongside us to achieve creative design while developing strategies to stay within budget. Throughout the entire construction process, this proactive attitude continued. The JE Dunn team always worked hard to meet our high expectations, ultimately delivering the project on-budget and on-time. They delivered a facility that the City of Savannah is proud to have in our portfolio.

From working with JE Dunn, I can say that ethics and honesty are exhibited at all levels of their company. JE Dunn was not only very professional, but also enjoyable to work with. Their key staff have a 'get it done' attitude. I found them to be open communicators and willing to go the extra mile. These attributes made for an enjoyable working experience and ensure a project well done. I would not hesitate to recommend them for your project.

Please do not hesitate to contact me should you have any questions at 912.667.1810 or cmoon@savannahga.gov.

Sincerely,

Carol Moon

Project Manager, Office of Capital Projects Management

City of Savannah

wellen







### **CHATHAM COUNTY LIVE OAK PUBLIC LIBRARIES ISLANDS & GARDEN CITY BRANCHES**

Savannah, Georgia | April 2012 - April 2013

JE Dunn completed construction of two libraries (the Garden City Branch and the Islands Branch) for the Live Oak Public Libraries. Each library has the same footprint consisting of 1-story and 16,000 SF and are built to LEED Silver certification.

The libraries have open and airy space that is welcoming and inviting. Each is able to accommodate a variety of activities at the same time such as quiet reading, group study, community research and programs. While the majority of the facilities are open to the public, there are staff administration spaces including a shipping/receiving area.

The materials and finishes used throughout the buildings are durable, low-maintenance and able to withstand public use without looking institutional. Each facility is sensitive to, and reflects its unique site and neighborhood.

The projects included 94% local participation and MWBE participation of 42% (Garden City) and 47% (Islands).

#### SIZE

16,000 SF EACH

#### COST

\$9,600,000

#### **OWNER REFERENCE**

Michael Kaigler Chatham County Georgia 912.790.1622 mkaigler@chathamcounty.org

#### **ARCHITECT REFERENCE:**

Monica Mastrianni Greenline Architecture 912.658.3204 mmastrianni@greenlinearch.com July 16, 2014

28 E. 35th Street Savannah GA 31401

RE: JE Dunn Construction

To whom it may concern:

I am an owner and principal of Greenline Architecture, Inc., an architecture and interior design firm located in Savannah, Georgia. During the past 20 years, I and my firm, in one capacity or another, have worked with JE Dunn Construction Company on Design/Bid/Build and CM at Risk contract delivery projects.

My most recent personal experience with the company was their performance as a Construction Manager at Risk for the Garden City and Islands Libraries, contracted with Chatham County, Georgia. The project was funded through the County's SPLOST funding. Throughout the three-year process, which had multiple funding and construction challenges, the company was solid, positive and patient. They continued to present the Owner with well-formulated options and performed with continuity. All of the company's personnel display enthusiasm as if they are personal representatives of the company. Their project superintendents are particularly conscientious about quality. The end result has pleased the Owner, and us, enormously.

I find JE Dunn Construction to be an adaptable company staffed by knowledgeable professionals, who have changed with the requirements of the times, but held true to the things that should remain timeless and true regardless of the latest trends - such as integrity, honest and open communication, and a "get-it-done-right" attitude. I would, without reservation, recommend them to other architects/owners who want a project to be exceptionally well-done.

Sincerely,

GREENLINE ARCHITECTURE, INC.

Monica D. Mastrianni, AIA, LEED AP, President

GREEN

MONICA D. MASTRIANNI, AIA, LEED AP GA-7585

JOHN L. DEERING

ROBERT J. POTICHY, AIA GA-7441

28 EAST 35TH STREET SAYANNAH GA 31401 P: 912.447.5665 F: 912.447.8381 WWW.GREENLINEARCH.COM

(2915:









# ST. JOSEPH'S/CANDLER HEALTH SYSTEM POOLER CAMPUS

Pooler, Georgia | February 2018 - March 2019

The St. Joseph's/Candler medical office building in Pooler is the largest and first multi-use healthcare facility in Pooler, GA. Phase 1 of 3 this project is a new 83,000 SF, 3-story, state-of-the-art medical facility for the St. Joseph's/Candler Hospital System. Built on a 12-acre green field site the services within the first building includes; Outpatient Surgery, an Imaging Center inclusive of MRI, CT MRI, CT, X-Ray, Mammography, Urgent Care Clinic, Sterile Processing, Physical Therapy, Primary Care, and 3rd party medical office space.

JE Dunn was hired at the beginning of the design process and implemented a collaborative project delivery method with the Hospital and Design team. During this process approximately 20 estimates were performed during programming to achieve maximum efficiency and meet the hospital budget.

The original design and construction duration were 28 months. This was reduced to 22 months and included the additional 23,000 SF the Hospital added during schematic design due to demand. The 6-month time saving was accomplished by utilizing last planner during design (pull plans and work register) and breaking ground on an early site and structure package. Ultimately 4 months of critical path work was put in place before the design and GMP was finalized. Total construction duration was 14.5 months.

SIZE

83,000 SF

COST

\$22,900,000

#### **OWNER REFERENCE**

Greg Menke St. Joseph's/Candler Health Systems 912.819.8084 menkeg@sjchs.org

#### **ARCHITECT REFERENCE:**

Rick Bouchereau Gresham Smith 904.239.4525 rick.bouchereau@greshamsmith.com



March 18, 2020

RE:

JE Dunn Construction Company

St/Joseph's/Candler Health System – Pooler Campus

#### To Whom It May Concern:

It is with great pleasure that I write this letter of recommendation for JE Dunn Construction Company. It is not often that we have the opportunity to expand our campuses and open new points of patient access. Knowing that we wanted a new building and campus environment that would serve our patients and community in Pooler for years to come it became apparent that we needed a top tier partner. Selecting JE Dunn through our RFQ process was a slam-dunk. We have worked with them on previous projects and kept an open mind but we are continually impressed with their talent and commitment to our projects. As expected, they delivered a home run completing our project on time and under budget.

Over the years, I have found them to be open and honest communicators, keeping communication channels open throughout the process and willing to go the extra mile. Not only does JE Dunn have talented staff they 'care' about your goals and instantly become part of the team. I have worked with them on multiple projects and have never been disappointed. I would not hesitate to recommend them for your project.

I am available to answer questions you may have at (912) 819-8084.

Sincerely,

Gregory Menke

Director, Property / Construction St. Joseph's/Candler Health System

St. Joseph's Hospital Candler Hospital

11705 Mercy Boulevard Savannah, Georgia 31419

5353 Reynolds Street Savannah, Georgia 31405

(912) 819-4100 (912) 819-6000

1804 Candler Hospital • 1832 Georgia Infirmary • 1875 St. Joseph's Hospital • 1886 Mary Telfair Hospital for Women







#### CITY OF AUSTIN FIRE & EMS STATION

Austin, Texas | June 2019 - June 2020

The first of five new fire stations around the Austin area, the Del Valle/Moore's Crossing Station is a joint-use fire and EMS station. This design-build project with PGAL Architects was on a fast-track to meet the needs of this booming population in Southeast Austin.

The 13,000 SF, four-bay fire station is designed to accommodate 16 firefighters at full capacity and includes offices, large kitchen and dining area, sleeping quarters, fitness center and outdoor patio. The building was designed to meet Austin Energy Green Building requirements.

Behind the fire station is a 6,000 SF five-bay, 24-hour EMS station that includes offices, showers/bathroom, and sleeping quarters. The small metal building alongside the station is an EMS storage building that will house special events assets.

The complex includes 28 parking spots for staff, large driveway and private fueling station for trucks.

During the five-week Hospital move-in, JE Dunn maintained a strong presence onsite to ensure the move-in went smoothly; facility fully functional, clean, re-punched and ready for the March 23, 2019 grand opening.

SIZE

32,000 SF

COST

\$11,100,000

#### OWNER REFERENCE

Wes Hopkins City of Austin Texas 512.974.7158 wesley.hopkins@austintexas.gov

#### **ARCHITECT REFERENCE:**

Cris Ruebush PGAL 512.236.1005 cruebush@pgal.com



# Austin – Travis County Emergency Medical Services Department



Emergency Services, Emergency Communications, Community Education, Community Health

Changing the Lives of the People We Serve

To Whom it May Concern,

It is my pleasure to recommend the JE Dunn Construction team as a construction manager at risk for the upcoming City of Kyle Police Headquarters Building.

I have personally been working with JE Dunn and PGAL to deliver the Del Valle/Moore's Crossing Fire and EMS Station for the City of Austin. This facility is the first of the "five new stations in six years" resolution the City Council approved May 2018. Exponential growth in the Del Valle area has had more people in need of public safety services much faster than the current City of Austin stations could provide. JE Dunn was awarded all 5 stations and has been working hand-in-hand with PGAL to fast-track the delivery as the Design-Builder.

From the beginning, JE Dunn was instrumental in bringing together all stakeholders on the project (City of Austin, Austin Fire, Austin Travis County EMS, and other end-users) together for a visioning session. The purpose of this meeting was to surface ALL expectations, concerns and foreseeable issues up front, so the team could proactively work to address them. JE Dunn also led the development of our project purpose statement 'Saving lives and protecting property' so that everyone understood the higher level meaning of the project.

Transparency is of the upmost importance to the City of Austin, and we have learned through experience that JE Dunn conducts business with the highest level of integrity and commitment to these values. Additionally, JE Dunn and PGAL's history of partnership was evident as they have collaborated seamlessly on this project, and we were able to achieve all of the program goals while keeping the project under budget and quickly delivering a Guaranteed Maximum Price.

The team has been able to maintain a very aggressive design/permit and construction schedule. We are set to finish the Fire/EMS station in June 2020, exactly when it was promised to the residents of the Del Valle area that so desperately need this facility.

I am confident the JE Dunn team would be committed to the City of Kyle to deliver your new police headquarters. If there's any additional questions you have about my experience with JE Dunn, please feel free to contact me at the number below.

Best regards,

Wesley Hopkins, Division Chief Austin Travis County EMS







#### **CITY OF HOUSTON FIRE STATION 84**

Houston, Texas | December 2013 - December 2014

This new 15,500 SF fire station achieved LEED Silver status and includes 5 bays housing fire and EMS apparatus. Open living quarters for approximately 16 firefighters per shift, includes private Captain and Lieutenant Quarters, a modern kitchen and lounge, an indoor/outdoor fitness area, locker rooms and bathrooms, all designed in accordance with the approved program of requirements and the current Houston Fire Department Fire Station Design Manual.

Natural light is abundant throughout the facility, delivered to the interiors of the living and work spaces through large areas of glazing and a series of clearstory windows from above. Private outdoor spaces were created to allow for outdoor activities, including fitness, grilling, dining and work related activities. The palette of materials is consistent inside and out providing a balance of color, texture and scale. A number of lighting fixtures for the new facility are LED based for longer life, less maintenance and more energy efficiency. In order to better meet the heating and cooling needs of the new station, the new facility was designed to use a new energy efficient ground source heat pump system that is projected to cut energy costs in half.

SIZE

15,000 SF

COST

\$6,900,000

#### OWNER REFERENCE

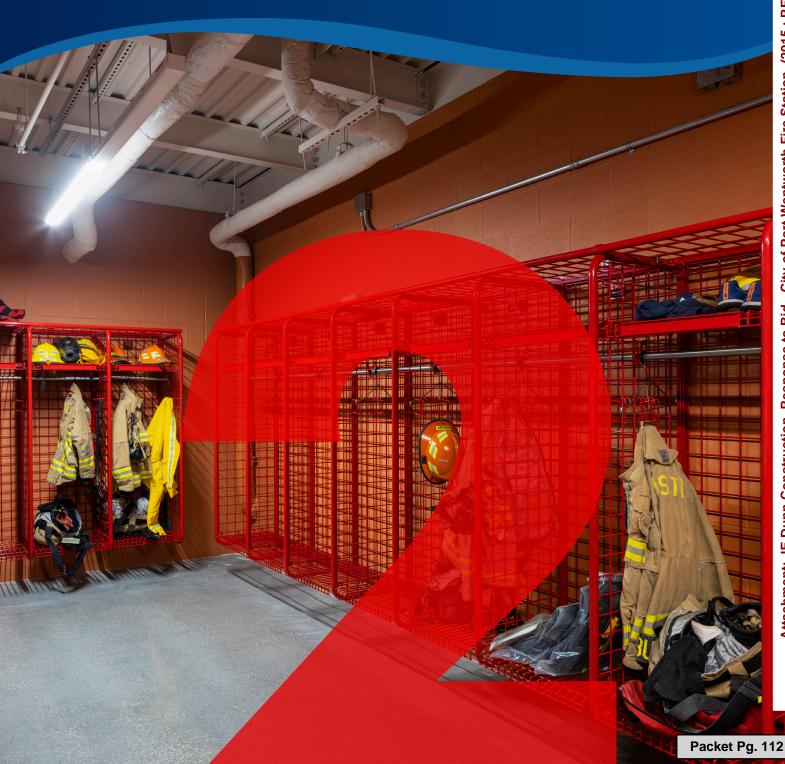
Humberto Bautista City of Houston Texas 832.393.8118 humberto.bautista@houstontx.gov

#### **ARCHITECT REFERENCE:**

Craig Reynolds BRW Architects 214.528.8704 creynolds@brwarch.com



# 2 | APPROACH





Describe the firm's approach to this type of work, including communication process, project management, preconstruction services, and quality control. Provide samples of schedules that will be used to control and monitor the various project phases. Describe methods employed to keep projects on schedule and methods of corrective action to overcome schedule deficiencies. Describe your firm's process for payment applications to the Owner and payments to vendors and subcontractors. Describe your method for ensuring the costs are accurate and/or substantiated.

#### **Collaboration & Communication**

#### APPROACH/PHILOSOPHY

At its core, construction requires people to come together to build something. While metrics like budget, schedule, safety, and quality can measure a project's success, we understand that it is the experience of project delivery that forges relationships.

We are committed to 100% involvement, regardless of delivery method. Regardless of when JE Dunn is brought into the process, we seek to provide thoughtful, intentional collaboration that works in support of client priorities. This is always at the heart of our commitment to communicating early and often.

Mutual respect, trust and empathy provide the foundation for open and productive communication and allow for:



A safe and supportive environment that welcomes all ideas and questions



Decisionmaking support with advance notice and tailored information



A culture of collaborative problemsolving and sharing of information

JE Dunn takes an integrated approach to collaboration and communication on every project. This approach is founded on lean principles for efficient design and construction. The overall project team—all those with hands on the design and construction process—have just one goal: the successful delivery of the project, a smooth turnover and efficient operation of the new space. We frame the goal of the project as our owner would think of the project—a building that is fully functional and ready to be used.

#### JE DUNN TEAM MEMBER INVOLVEMENT

A shared vision of success requires all team members to be involved and bought in. JE Dunn's Project Manager and Design Phase Services director lead JE Dunn's collaborative efforts from project award.

Project teams are often supported by a member of JE Dunn's Lean Services team. A Lean Specialist will provide training and coaching to ensure teams work better together and more effectively, leading to better communication and delivering more value to owners.

#### **JE DUNN PROGRAMS**

#### **Project Purpose Statements**

A shared understanding of the project's vision and goals is key to open communication. In collaboration with project stakeholders, we create a project purpose statement the reflects the importance of the project to our clients and the people who will benefit from the project. The statement strives to engage everyone involved with the intended purpose of the project, making it inspirational, personal and affecting the attitudes of those involved.



#### **Value Proposition Canvas**

To gather diverse perspectives on your project, we use a tool called the value proposition canvas (VPC) to facilitate a brainstorm session with you. We listen and learn to gain an understanding about expectations for budget, schedule and maintaining ongoing operations.



Together with your stakeholders, we collectively identify challenges and associated solutions to guide our focus and identify where we can add value that is specific to the client's needs. This process ensures that we understand client needs, rather than being presumptive.

#### **Graphic Master Schedule**

To create alignment and provide a clear plan to deliver the project's goals, we create a large, tactile graphic schedule with input from the entire project team. The result is an easy-to-read visual tool that shows constraints and critical path logic.



The detailed graphic master schedule includes "swim

lanes," which articulate responsibilities of the entire team, including trade partners, the owner and all stakeholders. Key milestones are included to show target dates that we track throughout the project. The master schedule is created collaboratively by the entire team, ensuring durable commitments that deliver on the project's value proposition.

We review and update the master schedule at each team meeting to verify progress. To allow team members to assist each other and keep the process on track, we maintain a constraint log. Weekly check-ins facilitate quick review of the constraint log without an extended time commitment, confirming that all parties are on task.

#### **Weekly Progress Reports**

We will be an overcommunicator of information, proactively managing the project to eliminate surprises because a team can only be effective with open and clear communication - a process that begins with listening. We actively listen to ensure we understand and execute properly.



Once on site, our project team will be constantly communicating through formal and informal meetings, telephone conversations, e-mail, and electronic communication. Each week, you will receive a progress report that contains current project photos, key dates, and milestones for the upcoming week. These reports are an excellent tool that provides a consistent, week-by-week overview of the project's progress.

#### **TECHNOLOGY**

#### Dunn Dashboard

Dunn Dashboard is a project-specific, web-based hub for collaboration. A project's Dunn Dashboard will contain all key documents, including contract documents, RFIs, submittals and other administrative items. In addition, these sites can host project web cams, photos, calendars, updates and announcements

The tool integrates with BIM 360 Glue, enabling interactive BIM coordination between all project stakeholders. BIM 360 Glue reduces the need for model handoffs and allows team members the flexibility to coordinate

continuously throughout the project. The integration with Dunn Dashboard provides

functionality that creates clash-specific issue logs with the ability to assign individual issues to trade partners. This allows our project management team to visualize the status of clashes and easily track issues to completion.

#### **CMiC**

Dunn Dashboards utilize CMiC software to expedite RFI and submittal/shop drawing review, allowing online collaboration between the design and construction team, and to save on costly overnight shipping.

During the review process, the design team posts their comments and virtually "stamps" the drawings. The CMiC collaboration software also allows both JE Dunn and the design team to track the status of a RFI/submittal and create custom reports identifying specific pieces of information. Use of the online system allows both the design and construction teams to save time and ensure that the most recent drawings, RFI responses, and submittal package reviews have been distributed to all parties, limiting the potential for mistakes.

#### **CLIENT BENEFIT**

JE Dunn's approach to open, honest communication and collaboration from the project's earliest stages provides the greatest value possible. By bringing a whole-project perspective to construction, we create a shared definition of success within the entire team.

Our approach aligns leadership with the project-wide definition of success from the client's perspective. This ensures that everyone on the project is working in support of client goals.



#### **Preconstruction Services**

#### **APPROACH**

JE Dunn approaches preconstruction by becoming a true integrated partner. From day one, we work closely with the design team and you to provide timely, consistent and accurate feedback on pricing, scheduling, constructability, safety, and quality so that the project stays within the cost limitation and The City of Port Wentworth's goals are met.

This process is much more than simply providing a price and schedule update at specific design milestones. It becomes a true partnership where ideas are exchanged openly, information is processed accurately, and decisions are made timely all in an effort to produce the best plan possible before the first shovel is in the ground.

JE Dunn understands that our role during preconstruction is to bring real value to the project through:

- Estimatina
- Budget-design validation
- Constructability reviews
- Schedule and bid packaging input
- Material and equipment selection variables
- Life cycle cost analysis
- Quality control reviews
- Drawing detail input

#### COLLABORATIVE PROJECT DELIVERY

We streamline the traditional building process by delivering projects through a Collaborative Project Delivery (CPD) approach, which includes the following collaborative actions:

Team Alignment Sessions: We conduct a work session, known as the Value Propostion Workshop, to identify desired outcomes and formulate solutions to eliminate obstacles that could impede progress.

This becomes the basis for developing a master schedule that provides a high-level road map to project completion and encompasses all elements of the project and involves all stakeholders.

The project team, The City of Port Wentworth, along with key stakeholders, will review project goals, milestones, roles and responsibilities, potential roadblocks, and strategies to avoid and mitigate potential issues. Through this process, we develop team cohesion, a project purpose statement, rules of engagement, and a communication plan.



#### What We'll Do for You

Complete Understanding	Evaluate Options	GMP Pricing	Cost Control
Work in partnership with you to understand every aspect of construction, client expectations and concerns.	Work with the team to complete cost studies that evaluate the cost of design options, from various interior finishes to mechanical and electrical systems.	Establish a target GMP that provides you with a firm cost for construction.	Provide effective cost budgeting, forecasting, and control during the construction so that the project remains within budget.

Each one of these steps encompasses a wide range of activities and draws upon expertise from across our team – not only our estimating specialists, but also our project managers, field superintendents, mechanical and electrical specialists, 3D imaging team, quality control, sustainability experts and schedulers.

Graphic Master Schedule (GMS): The issues and opportunities identified through the sessions will guide the creation of a Graphic Master Schedule —a visual tool for communicating the delivery process with stakeholders.

It will identify and highlight stakeholder interaction, process requirements, key start/finish milestone dates, deliverables, long lead items, and decision-making deadlines.

This collaborative process will identify all relevant issues from the entire project team so that we are all thinking about schedule priorities from day one. It also helps sets the stage for our baseline P6 schedule.

#### **PRECONSTRUCTION**

Crucial to the success of Collaborative Project Delivery is our ability to deliver all elements of the building's program within budget. JE Dunn will assemble a cost model that includes detailed scopes of work.

Our estimating team works hand-in-hand with the design team and uses tools that support transparency, real-time feedback, and cost history to help accurately define the design in terms of cost. This is the value and advantage we bring to the Port Wentworth Fire Station. Our team will use these key tools to bring you the most accurate project program budget.

#### Lens

JE Dunn's approach to ensuring continuous alignment of scope and budget during preconstruction combines decades of cost history from hundreds to thousands of projects with proprietary technology that was developed in-house. **Benefits of Lens are shown below.** 

Lens, comprised of four separate modules that work together, is JE Dunn's estimating tool that allows us to link our estimating program with the project's 3D Revit model.

#### Lens: Delivering continuous cost certainty



#### Find similar project data in our cost history library to use as a budgetary frame of reference.

In Search, we can find similar commercial projects from our cost history library, compare estimates and adjust costs to inflation and geographic area. This gives you real construction cost data on this project type and size.



# Create a detailed, evolving cost estimate to completion.

In Aim, we have the ability to create estimates based on preliminary information from you. As an example, we can plug-in and compare structure types and understand the budget implications of each.



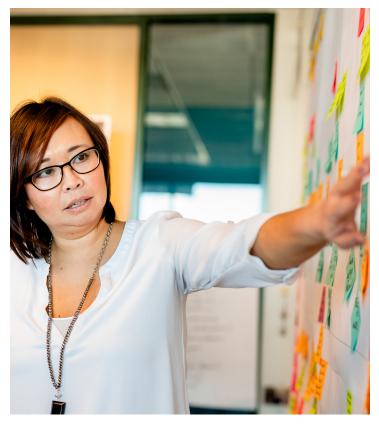
# Build a virtual model & view the project with quantification & budgeting directly linked to BIM.

In Focus, we utilize the design team's Revit model to share a color-coded visual representation of project cost. The design team can make changes in the model and we can update the estimate within hours instead of days or weeks, saving you valuable time.



#### Track project progress and watch your vision come to life in a secure, cloud-based dashboard.

In View, the model and estimate are integrated into a dashboard so that all stakeholders can view the current design and estimate. The areas of cost can be isolated (skin, MEP, etc.) so







Interaction with The City of Port Wentworth and the design team will be through both formal meetings and informal communications. From those discussions, we will continue to revise and update the estimate, taking into account cost driver information, such as schedule and constructability review input.

#### Budget

To develop the project program budget, we will work with the entire team to select trade partners to define the scopes of work and necessary allowances.

Should the design creep over the budget, we use Lens to provide options and alternates with our budgets that provide a path to the targeted GMP. Unit costs are checked for validity against our cost database and with local trade partners.

Our project management software is web-based and can be accessed by all parties at any time through the Dunn Dashboard. We will report monthly on the status of budgets and contingencies. These reports are reviewed by our project management team to ensure the project is on track. **Trade Partner Involvement** 

Our relationships with trade partners are based on mutual respect, trust and recognition that they are critical to the success of our projects. Because we value our trade partners, we have strong, reliable relationships that allow JE Dunn to receive current market feedback that validate our historic costs, allow us to make updates in real time, and maintain a robust estimating process even when markets fluctuate. As well, our steady stream of work in Chatham County and throughout the Southeast allows us to share current information we are learning from our trade partners with our other JE Dunn project teams in real time.

Our open book policy of sharing and reviewing trade partner proposals during preconstruction ensures that you receive the benefit of the best pricing for each scope of work.

We receive competitive pricing from several trade partners in each critical trade, starting with our initial estimate through the GMP estimate. Our trade partners work with the project team to evaluate the best systems for the addition while keeping the competitive spirit of price-based competition alive.

After receiving proposals from our trade partners, we would like to explore the possibility of engaging and onboarding some of the key trades at that time. This could help drive additional savings on the project through their involvement and input, as well as help expedite the procurement of long-lead materials to reduce the overall construction schedule duration.

Involving the trade partners creates a sense of accountability for them to maintain each line item budget as the project progresses.

If necessary, our team will provide cost values of alternatives being considered as part of the decision-making process. Utilizing the cost of alternatives (or options) and cross referencing the detailed base estimate will allow the team to understand the dollar value of decisions as they are being made with the overall goal to keep the total project cost in budget.

The cross-disciplinary groups will be encouraged to identify innovation ideas that will improve the value being delivered on the project. Having completed similar projects, we can look at multiple similar materials or systems that could provide the same effect for less cost or at a degree of increased functionality and compatibility with other materials, systems or equipment.

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## **Quality Control**

Delivering quality is about doing things right the first time. JE Dunn will carefully plan and execute a quality program for The City of Port Wentworth led by our Quality Assurance/Quality Control department in close coordination with the project team.

Planning the program starts during preconstruction, led by David Newland. Once we move into construction, our project team will take the lead in reviewing and managing quality. By establishing these roles and beginning early, our team can produce quality results the first time around.

Here's how we plan for quality at all phases of the project.

#### Preconstruction

We work with the design team and client to define expectations, set goals and answer questions before we start construction.

The benefit to The City of Port Wentworth is that we build your project virtually first, taking away the risk of extensive re-work in the field. Our core team is involved during preconstruction and has input into design and constructability. This ensures they're fully familiar with what is being built and can move fluidly into construction.

Peer/Constructability Reviews (i.e. structural and skin) provide proactive input during design to prevent re-work during construction. Our policy requires third party peer reviews on structure, soils, CMU retaining walls, and cribbing/shoring. Additional potential third party reviews include seismic, sound, and any other complex or non-typical assemblies. During this time we work with trade partners and manufacturers to develop fully coordinated envelope details. We will also develop the mock-up design if one is not provided.

- Mock-Up Design happens prior to in-place construction mock-ups. We develop BIM renderings of details, with input from the design team and the trade partners, to show exactly how the building components are to be constructed. With this technology, we can provide stepby-step instructions for the trades to ensure that each condition is installed correctly.
- Page Turns are where we meet with the design team to review in-house peer review comments (described above).
   This is done face-to-face and can include trade partners, client and third party consultants.
- A Site Specific Quality Plan (SSQP) is developed for each project to ensure the requirements in the contract documents and applicable codes and standards are identified and followed.
- BIM 360 Field Training is provided by JE Dunn to trade partners and focuses on how to input, respond and update information on jobsite observations and issue tracking.
- Trade Scope Reviews of plans and specifications help eliminate scope gaps and ensure requirements are met It also allows us to work with the design team and trade partners to select the right materials for the right applications.

#### Construction

We make sure our self-perform crews and trade partners understand the expectations of their scope and focus on quality throughout construction.

The benefit to The City of Port Wentworth is that pre-work with mock-ups and testing ensures that key details, such as where differing skin systems meet, are fully coordinated before they're installed on The City of Port Wentworth. Our use of collaborative and real-time technology allows for immediate resolution of quality issues, greatly reducing the risk of errors before enclosing the building.

- **Gather Lessons Learned** JE Dunn continually analyzes quality lessons learned so we can learn from and share with others in the company. Archiving these lessons allow us to better serve your project and future projects.
- BIM 360 Field Set Up allows JE Dunn to create custom checklists that can be filled out on an iPad, in the field, collecting all the data in one spot and saving time. 360 Field also allows our trade partners to enter items and allows us to track the status of safety and quality for all trades on site.

- Manufacturer Site Visits For critical building systems or products, we will visit the location of fabrication to ensure that offsite assembly and manufacturing facilities meet the quality and performance requirements set forth in the contract documents.
- Mock-Up Verification Testing highlights potential problems with installation and allow us to develop solutions early. Mock-ups are completed for all items outlined within the project specifications along with any other potential systems that pose challenges in the field.
- Building Verification Testing is where we conduct realworld field testing of the work put in place on site. This first work-in-place inspection will be immediately accomplished prior to and at commencement of a significant construction activity, such as cast-in-place concrete, waterproofing systems, roofing, and masonry, to ensure compliance with project requirements.
- BIM 360 Field Audit We begin inspections of open issues and checklists, to make sure items are being closed out in a timely manner and are being brought up to the project team if attention is required.

## **Project Quality Progression**





#### DOCUMENT **REVIEWS**

3rd Party Peer Reviews Constructability Reviews Material Selection Trade Partner Buy-Out



# SITE-SPECIFIC QUALITY CONTROL PLAN

Goals Responsibilities Expectations



#### SUBMITTALS

Samples Coordination Procurement Trade QC Plan Manufacturer's Support



Pre-installation Meetings Mock-ups Site-Specific Training



#### **PREPARATORY**



#### VERIFICATION

Material Verification 1st work in place Field Testing Documentation Zero Defects



#### **CLOSURE**

Issues Punch Commissioning



#### OWNER START-UP

**Document Turnover** Owner Training 11 Month Warranty Walk

#### Close Out

We focus on quality after construction so you are confident your management team can operate the building to its full potential. Turning the building systems on requires a commissioning and start up plan that JE Dunn develops and executes.

The benefit to The City of Port Wentworth is that you will not be kept waiting about warranty concerns because of our turnaround time. And we don't hand you the keys and leave. JE Dunn provides full training and documentation that ensures you'll be able to operate your building.

- Warranty Set-Up In the event something does not perform as required, expect a response within 24 hours to address warranty concerns.
- 11-month Warranty Walk A formal warranty walk-through will be conducted at 45 days, six months and 11 months after the date of substantial completion. However, if any issues arise between these scheduled walkthroughs, our team and the appropriate trade partner(s) will be on-site to resolve the issue.
- Close Out Training Close out documentation includes drawings, specifications, warranties, and operations and maintenance manuals that are provided as well-organized digital records. We provide client training to make sure you have the knowledge needed to operate your building.
- BIM 360 Field Punchlist Our approach to the punchlist starts before anyone sets foot on the jobsite. We get buy in early and then reinforce it in preinstall and foreman's meetings. We punch out work for each building system as we go. This process identifies issues, minimizes rework and reduces time lost fixing issues at the end.
- Final BIM 360 Field Audit JE Dunn ensures all issues are resolved by trade partners and moved into "work complete" status. Our goal is to have zero issues open prior to substantial completion.

#### IMPLEMENTING QAQC STANDARDS

QA/QC activities are applied at the beginning of a project when quality standards are established with the JE Dunn project team and The City of Port Wentworth. We will ensure that construction is per plans and specs, and the design is constructible as designed.

This includes the following major actions by the project team:

- Prequalification of Trade Partners Prequalification is a critical first step to ensuring each scope of work is performed by highly qualified and financially responsible trade partners. All potential trade partners are required to register online on our trade prequalifications system. This is the first step to identifying qualified trade partners for your project.
- Preinstallation Meetings These are planning meetings
  where all team members, including the trade partners,
  and craftsmen installing the work address upcoming work.
   Typical areas covered are drawing details, specifications,
  mock-ups, resources required, materials, safety, schedule,
  and approved submittals and "lessons learned."
- Mock-Ups Physical models of complex installations are created so the project team can establish acceptance criteria for the finished product. We also take our mock-ups to the next level by first providing a virtual mock-up. This virtual mock-up allows us to work out the majority of the issues in the virtual world prior to the physical mock-up.
- Quality Control System During the execution of the project, a quality control system is followed that ensures that the methods, procedures, and checks are applied to assure established standards are met. This system includes submittal reviews, material verification upon delivery, manufacturer shop visits for critical equipment and components, first in-place work inspections, and a warranty/maintenance matrix.

#### SPECIALIZED SOFTWARE



- WUFI, a program that tells how moisture and heat flow affect building materials, analyzes and validates sustainability of project components, including exterior building enclosure systems. We use third party entities for peer reviews of key elements such as structure and building enclosure.
- JE Dunn has in-house professionals to provide oversight of MEP, low-voltage, commissioning, BIM, schedule, structural steel and other building components.
- BIM 360 Field simplifies the collection, analysis and distribution of worksite
  quality and provides real-time feedback to employees and trade partners.
  Every field observation made during each formal inspection is entered into the
  database. This directly ties to quality and punchlist for the project, allowing
  access to all stakeholders and team members.



#### EYES ON QUALITY

Weekly Site Walks are scheduled with the project team and quality control personnel to review in-place building components to ensure proper installation according to manufacturer recommendations, quality standards set by the mock-ups, and compliance with the approved submittals and shop drawings.

Any quality issues observed are recorded and published in a weekly field report, complete with photos, which are then reviewed with each trade partner during the weekly superintendent coordination meeting.

In cases of improper installation, the trade partner is contacted and work on the specific building component is stopped until proper quality control procedures are followed with the installation.

- QA/QC Walks Both the project manager and superintendent walk the jobsite daily and are trained to constantly monitor safety and quality alike. Our quality control personnel will be on site as well with the sole purpose of verifying the quality of installation by all trades and to verify installed products are submitted as specified.
- Punchlist / Pre-Final Inspection The superintendent will lead the efforts for the punch-out inspection prior to the pre-final inspection performed by The City of Port Wentworth. JE Dunn's BIM 360 proprietary punch list software itemizes punch list items by trade and location. This will allow for a timely issuance of the punch list to all trade partners. Once all items from the pre-final inspections are corrected, we will coordinate with The City of Port Wentworth to schedule the final inspection to verify those repairs and approve the building construction.

Our aggressive punch list approach ensures that the project will close in a systematic and timely fashion. Our punch list process starts on day one so that by the end of the project there are zero punch list items.

#### **COMPLIANCE**

Providing compliant work begins with intensive and focused diligence prior to installation of materials. We will leverage our experienced team and additional trade-specific internal resources to properly plan and review installations to prevent non-compliant work.

However, should non-compliant work be found, it will be photographed and documented with the appropriate party. The non-compliant work will be reviewed to identify the specific issues and inaccuracies. Our team, the design team, and the party performing the installation will convene to agree on corrective actions.



If the sequence and installation are found to be satisfactory and the non-compliant work is due to improper materials or incorrect installation, the non-compliant work will be removed/replaced/re-worked immediately and additional inspections/verifications instituted to prevent the non-compliant work from re-occurring.

If the non-compliant work continues, then our supervision team will discuss preventive measures up to and including removal of personnel or trade partners.



## **Scheduling**

#### **APPROACH**

If there is one aspect of construction that drives project success, it's the schedule. Our team develops the schedule using past experience on similar projects, input from our trade partners, and Lean construction practices, including the Last Planner System. Working collectively with the entire project team, we establish our schedules with a maximum amount of input. This helps us discover and resolve potential roadblocks earlier and identify efficiencies earlier, allowing nimble planning and delivery adjustments to complete construction on time. Our team will provide an overall project schedule, from the inception of design through the warranty period. We have included a preliminary schedule at the end of this section.

#### **Scheduling During Preconstruction**

During the preconstruction phase, scheduling will focus on design documentation, the permitting process, the identification and ordering of long-lead items, any early bid packages, and the ultimate occupancy date. We will review logic, durations, and critical milestone dates with all affected parties.

JE Dunn works collaboratively with the design team to align the project scope so we can establish bid packages to facilitate efficient use of design resources and provide seamless construction.

The project schedule will be developed utilizing Primavera P6, an industry-standard critical path method scheduling software, and will be updated and reviewed at progress meetings. We can customize the level of detail a schedule shows to the owner's preference.

#### **Scheduling During Construction**

While we continue to update the high-level schedule throughout the project, during construction our area of focus narrows to daily details. This is imperative to properly sequence deliveries, installation of materials, and the various trade partners on site at any given time. We develop the overall logic of the planned progress of work and assign durations to the associated activities. Overall schedule updates will be performed at least monthly.

#### LEAN PRINCIPLES IN SCHEDULING

JE Dunn has a commitment to a Lean culture and has taken many steps to develop and enhance our approach to Lean. We developed a committee to work toward specific goals to reduce waste in transportation, inventory, motion, waiting, over production, over processing, defects, and skills. The benefits to employing Lean construction principles and improving collaboration are endless, and the project schedule is just one area where these principles can make a huge impact. Through these principles, all work is intentionally planned to maximize value and reduce wasted time, manpower and materials. Trade partner involvement in planning and achieves greater commitment for meeting milestones.

#### Last Planner® System

Our team will refine the master schedule with the trade partners utilizing a Lean tool called the Last Planner System (LPS) for all construction planning, scheduling, and coordination.

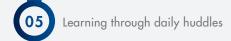
The Last Planner System is comprised of five parts including:



Pull planning to specific milestones



04 Weekly work planning



This interactive process is performed at the job site to develop and maintain a work plan.

We start the schedule with the end in mind by bringing the entire field and office staff together through a facilitated workshop. This creates buy-in and allows the schedule to be maintained at a more precise level than the traditional method and provides a systematic process for obtaining reliable commitments, finding and eliminating constraints, and tracking completion of work.

#### SCHEDULE MANAGEMENT/CONTROL

Schedule control starts with having a good project plan and realistic timelines for the work. Key schedule influencers must be taken into consideration including crew sizes, productivity, and site access needs. The location of work must also be evaluated to ensure we are not simultaneously working overhead and below, which would create safety concerns.

The project's critical path is clearly conveyed to all project participants and managed accordingly. The key to any project is breaking it up into consumable components and milestones. JE Dunn's responsibility will be to keep the entire project team focused on key milestone dates that could impact the construction schedule. JE Dunn will quickly notify Beaufort-Jasper YMCA if there are any change in plan or schedule so it can be discussed, mitigated and/or approved in a timely manner by all parties involved.

#### **JE DUNN PROGRAMS**

Unique to JE Dunn, we create alignment and implement project goals/objectives for all stakeholders using a large, overarching schedule called a Graphic Master Schedule. The result is an easy-to-read visual tool that shows constraints and critical path logic.

Graphic Master Schedules are extremely detailed and include "swim lanes" which articulate responsibilities of the entire team, including the full design and construction management team, trade partners, owner and all stakeholders. We will include key milestones to show target dates that will be tracked throughout the project. This collaborative project delivery approach, provides the fastest schedule, allowing facility use and move-in as early as possible.

We will review and update the Graphic Master Schedule at each team meeting to verify progress. To allow team members to assist each other in keeping the process on track, we maintain a constraint log. This facilitates transparent identification, tracking, and closure of constraints to enable reliable commitments. This Graphic Master Schedule will be the graphical representation of major milestones and will guide the project.

#### **TECHNOLOGY**

As stated earlier, we use Primavera P6 to develop and maintain the project schedule. P6 is a web-based application which easily allows project teams to collaborate in project planning, creating baseline schedules, progress updates and sharing best practices. P6 is a collaborative tool to help prioritize work, track progress, and communicate the project plan and schedule. It highlights decision points in preconstruction, illustrates the design process, and provides numerous options for sorting and filtering project tasks (i.e. sorting by trade, 6 week look ahead schedules, summaries, etc.)

#### **CLIENT BENEFIT**

Our schedule development and management process benefits our clients in multiple ways, the most obvious being opening your building on time. Our strict adherence to the project's schedule prevents cost overrun and allows existing facility operations to develop a coordinated plan for construction.

#### **CMIC**

CMiC is JE Dunn's accounting and project documentation software. As we move from preconstruction into construction, we will use this platform as the basis of our project management system. Many of JE Dunn's tools communicate directly with CMiC to provide information in our collaboration environments.

CMiC provides a fully integrated platform that provides all of the collaborative features needed to allow the team to work most effectively. It links directly to our other operating software for estimating, customer relations and external and internal communications, thereby providing a completely integrated package. CMiC Project Management has five operating modules which allows us to access, update, monitor, and share all project information, including cost information to provide reports and updates, change management, project accounting and pay applications. The CMiC collaboration module allows for external real-time communication.

CMiC Cost & Budget Management is an integrated accounting package that allows us to:

- Track and monitor time, expenses, supplier and capital costs
- Manage the project budget effectively
- Utilize billing, accounts receivable and accounts payable
- Setup and manage budgets
- Forecast and manage costs
- Report information in a variety of formats and perspectives
- Manage the change process
- Manage resources
- Provide subcontract, time and expense management
- Provide invoice formats that are tailored to project needs



#### LITIGATION

List and describe any litigation your firm has been a party to in the past five (5) years and note any active litigation. Has your firm ever failed to to complete any work awarded to it?

JE Dunn's Georgia offices have not been involved in any litigation with Owners and/or Architects in the last five years. Steadfast in our commitments, JE Dunn has never been removed from a contract for cause or failed to complete a contract as awarded.

#### **SAFETY**

Does your company have a written safety manual? Provide a copy of this manual (electronic version acceptable). List any OSHA violations in the State of Georgia within the last year. The firm must demonstrate a commitment to safety with regard to Worker's Compensation by having a current Experience Modification Rating (EMR) of 1.2 or less.

# Safety At JE Dunn

#### **SAFETY CULTURE:** EVERYONE. EVERYWHERE. ALL THE TIME.

Safety is at the forefront of the culture that we live on every project, day in and day out. We consider it everyone's responsibility to ensure everyone goes home to their families at the end of each day in the same shape that they showed up in that morning.

Employees and trade partners are empowered with the training to recognize hazards, tools to report outcomes and the permission to hold each other accountable.

Anyone on a JE Dunn project site is empowered to stop work upon witnessing any unsafe practice without fear of consequences.

#### MINIMIZED RISK THROUGH PLANNING

JE Dunn has an obligation to the community, our clients and everyone on our project sites to maintain a hazard-free environment. When risk is minimized, clients benefit via increased savings and a positive public perception of the project.

#### **Project-Specific Safety Planning**

Every project is unique. JE Dunn's Superintendent will lead this effort in the field and will be supported by our Regional Safety Director and Safety Managers. It is also required that all trade partners provide a safety plan as well. Special requirements, logistics, emergency actions and communications plans are always included.

Everyone on site will be held to the project-specific safety plan. Depending on size, scope and complexity of the construction site, JE Dunn will provide as much safety oversight as necessary to set the project up for success.

To make sure we are putting into action our commitment to safety, JE Dunn utilizes a Safety Accountability and Responsibility Matrix to hold our project managers and superintendents accountable for the day-to-day safety of their team. This established set of expectations are regularly evaluated by regional leadership as improvements are developed.







EVERYWHERE. ALL THE TIME.

We conduct performance reviews for our superintendents and project managers semi-annually. They are evaluated based on the matrix and how well they demonstrate a safe work environment for their project team, which includes JE Dunn personnel, our trade partners, The City of Port Wentworth and Pond Company.

# **Current Safety Experience Modification Rate**



The National Council on Compensation Insurance rates general contractors yearly based on their claims cost from on-the-job inquiries. According to the NCCI, the industry average is 1.0, and the lower the modifier, the better the safety record of the contractor.

#### Safety Management and Approach



Project safety meetings are held weekly and incorporate safety hand-outs and "toolbox safety training" pertinent to existing conditions.



We also provide continual, off-site safety training to include first aid, CPR, trenching safety, safe crane operation and so on.



All trade partners are required to provide a site-specific, written safety program and attend all weekly safety meetings. They also lead scope-specific safety meetings. This ensures a collaborative safety approach.

#### Port Wentworth Fire Station

#### **BID FORM**

#### ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Port Wentworth, Georgia

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 - BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addenda 1, 2, 3	11/6/23
Addendum 4	11/16/23
Addendum 5	11/17/23
Addendum 6	11/29/23

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

#### Port Wentworth Fire Station

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### ARTICLE 4 - BIDDER'S CERTIFICATION

#### 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - 2."fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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#### Port Wentworth Fire Station

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

BUILDING, LUMP SUM BASE BID:

CIVIL / SITE, LUMP SUM BASE BID:

ALTERNATE DEDUCT NO. 001 SECTIONAL DOORS

\$5,689,752 \$2,501,122 \$-20,400

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#### CLARIFICATIONS

- 1. After visiting the site, we understand that the initial clearing of the property is ongoing and being perform under a separate contract. We have not included any clearing to access the site as it is assumed this will be performed under the initial site package (by others). Additionally, if any clearing is required for the installation of the 12" water main along HWY 30, this is to be done by others. Clearing of this area cannot be determined if it will be necessary until staking & layout has occurred on site.
- 2. The Geotech Report provided by GHD references a recommendation of having to remove and replace high plasticity soils on Page 8, Section 4.1; and creating separation of 4'-5' from the building structure. Furthermore, notes 3 & 4 on Drawing S-001 directs the removal of any unsuitable soils at no additional cost for this work. It is unknown if these soils will be suitable for construction until proper testing and proof rolling has been performed. We have excluded the cost to remove and replace any unsuitable soils. A unit rate for removal and replacement can be provided, if needed.
- 3. Note 12 on M-001 states that additional supplemental steel members may be required to support equipment. It is assumed that the design disciplines have coordinated this work and incorporated any design elements required, into the documents; thus, we have not included additional work currently not shown.
- 4. Per RFI response 13 on page 3, we have only included conduits, raceways, and pull strings for the low voltage work shown in the documents. This is includes data/comm, security, etc. shown in the Telecommunications Plans. All low voltage work and A/V shall be by others.
- 5. We have not included import of topsoil for plantings per note 2.2 on sheet L2.2. It is assumed that the in-situ soils and fill dirt for new elevations will be acceptable. Additionally, we have not included any soil amendments, as it is unsure what, if any, amendments will be needed until testing is performed.
- 6. We have not included AISC certification for structural steel. This is included 3rd party certification.
- 7. While reviewing and pricing the project, there are several areas where cost can be reduced. These options can be provided and discussed once the bid process is complete.



#### **City Council**

7224 GA Highway 21 Port Wentworth, GA 31407

#### **S**CHEDULED

Meeting: 12/21/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2914)

DOC ID: 2914

#### **Landfill Permit Consistency Determination**

**Issue/Item:** In accordance with the West Chatham Solid Waste Management Plan Dated October 2008, Republic Services of Georgia is requesting concurrence that it's proposed modification to the Savannah Regional Industrial Landfilled handling permit is consistent with the solid waste management plan.

**Background:** City Council is required to have a public hearing and a vote of concurrence with that the request is consistent with the Solid Waste Management Plan.

Facts and Findings: The proposed modification does not change current operations or expand the facility and does not demonstrate any negative changes to current recycling or waste management operations and appears to meet the requirements of the Environmental Protection Division. The proposed major modification will replace the currently approved final closure system with a synthetic closure system. The thickness of the currently approved closure system varies across the Landfill from 1.5 feet to 2.0 feet. The proposed modification will allow the volume previously approved for the final closure system to be replaced with waste. No change in the final landfill grades, represented by the top of the landfill cover system, are proposed with this major modification. The Georgia Environmental Protection Division, Solid Waste Management Program has opined that the proposed modification represents an increase in landfill capacity and has requested the design change be approved through a major modification to the solid waste handling permit.

**Funding:** NA

**Recommendation:** Approve

#### **ATTACHMENTS:**

West Chatham\_SolidWasteManagementPlan\_103108-FINAL (PDF)

• Savannah Consistency Demonstration (PDF)

Notice of Public Hearing-Sav Reg Major Mod (PDF)

# West Chatham Solid Waste Management Plan

2008 - 2018

Prepared for:

City of Bloomingdale
City of Pooler
City of Port Wentworth

Adopted
October 2008



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#### 1. Introduction

In an effort to adhere to the rules and requirement of the Georgia Department of Community Affairs (DCA), Minimum Planning Standards and Procedures for Solid Waste Management, the Cities of Bloomingdale, Pooler and Port Wentworth have elected to complete a multi-jurisdictional Solid Waste Management Plan. This "West Chatham" multi-jurisdictional plan is defined by the city limit boundaries of each participating jurisdiction and is illustrated in Figure 1.

The jurisdictions within Chatham County are scheduled to have completed their Comprehensive Plan updates in October 2008. The following Solid Waste Management Plan for the West Chatham area is being completed in conjunction with ongoing planning efforts and covers the years 2008 - 2018. One goal of the West Chatham Plan is to demonstrate each jurisdiction's dedication to the DCA's Quality Community Objectives as it applies to the Intergovernmental Coordination and Regional Solutions criteria. That being said, this plan will ultimately lead to better working relationships between local governments and collaboration with regard to shared objectives.

The Minimum Planning Standards and Procedures have been broken down into five core elements as listed below:

- Waste Reduction
- Collection
- Disposal
- Land Limitation
- Education & Public Involvement

Each element will be assessed for each jurisdiction as well as for the West Chatham planning area as a whole. A waste disposal stream analysis and an implementation plan are also included within the contents of this Plan.

#### 1.1 PERSON(S) RESPONSIBLE FOR THE PLAN

Table 1 shows the persons responsible for the West Chatham Solid Waste Management Plan update. Any questions related to the contents of this plan or to request additional information should be directed to the people listed in the table.

Table 1. Jurisdiction Contacts Responsible for the Plan

	City of Bloomingdale City of Pooler		City of Port Wentworth	
Contact	Public Works Director	Public Works Director	City Administrator	
Address	8 West US Hwy 80	100 SW US Hwy 80	305 South Coastal Hwy	
Addicoo	Bloomingdale, GA 31302	Pooler, GA 31322	Port Wentworth, GA 31407	
Phone	912-748-0907	912-748-4800	912-964-4379	
Fax	912-748-1005	912-748-6777	912-966-7429	

#### 1.2 PLANNING AREA

Figure 1 illustrates the location of the West Chatham planning area within the State of Georgia. It lies in the western portion of Chatham County, one of five coastal counties on the Atlantic Ocean. The West Chatham planning area is proximate to the Savannah River to the north and, consequently, the State boundary with South Carolina.

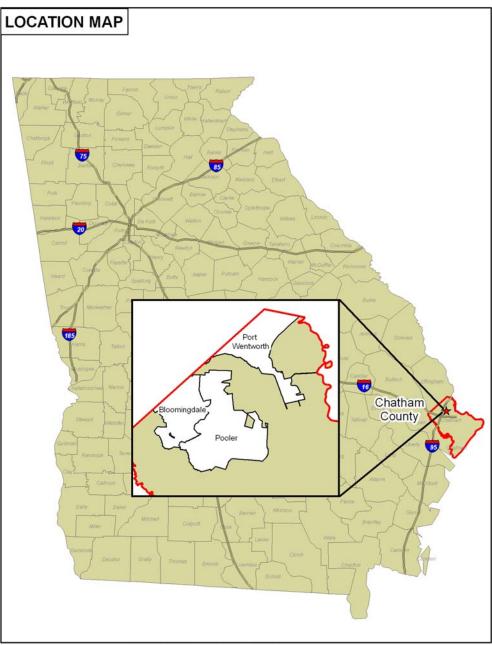


Figure 1. Location Map

The West Chatham planning area is illustrated in closer detail in Figure 2.

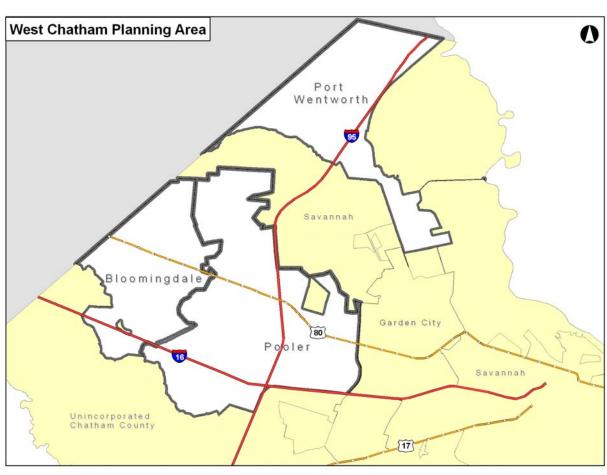


Figure 2. Planning Area

The West Chatham Solid Waste Management Plan comprises the combined area of the three participating jurisdictions defined by the municipal jurisdictions of each City. It covers an area of roughly 37,619 acres or 59 square miles and consists of three of the nine incorporated areas located in Chatham County. As a result, the West Chatham planning area accounts for approximately 11% of the total land area in the County. Table 2 shows the acreage of each participating City and the percentage each City comprises of the total planning area.

Table 2. Jurisdiction Acres & Percent of Planning Area

Jurisdiction	Acres	Percent of Planning Area
Bloomingdale	8,901	24%
Pooler	18,027	48%
Port Wentworth	10,691	28%
West Chatham	37,619	100%

#### 1.3 NATURAL RESOURCES

#### **Bloomingdale**

The City of Bloomingdale is approximately 14 square miles or 8,896 acres and contains a variety of different natural resources. A significant portion of the City (48%) falls within the FEMA 100-year flood zone. The City also contains approximately 4,800 acres of wetlands, which accounts for roughly 54% of the total area in the City. Streams and other waterways total about 30 miles within the City.

#### **Pooler**

The City of Pooler is approximately 28 square miles or 18,048 acres and contains a range of different natural resources. A considerable portion of the City (45%) falls within the FEMA 100-year flood zone. The City also contains approximately 8,000 acres of wetlands, which accounts for roughly 44% of the total area in the City. Streams and other waterways in the City total about 53 miles.

#### Port Wentworth

The City of Port Wentworth is approximately 17 square miles or 10,691 acres and contains a variety of different natural resources. A significant portion of the City (38%) falls within the FEMA 100-year flood zone. The City also contains approximately 3,500 acres of wetlands, which accounts for roughly 33% of the total area in the City. The City is adjacent to the Savannah River, with streams and other waterways that total about 57 miles within the City.

#### West Chatham

The West Chatham planning area lies within the 11-county purview of the Georgia Coastal Management Program and as a result, benefits from the many programs administered by the Georgia Coastal Resources Division. Many environmental features found within this area are unique to the coast. Table 3 summarizes the natural resources features found in each City.

Jurisdiction	Square Miles	Total Acres	100-Year Floodplain (acres)	100-Year Floodplain (% of total)	Wetlands (acres)	Wetlands (% of total)	Streams & Waterways (river miles)
Bloomingdale	14	8,896	4,270	48%	4,800	54%	30
Pooler	28	18,048	8,122	45%	8,000	44%	53
Port Wentworth	17	10,691	4,063	38%	3,500	33%	57
West Chatham Planning Area	59	37,635	16,455	44%	16,300	43%	140

Table 3. Natural Resources Summary

The presence of these topographic and natural resource features in high percentages relative to total area is uniquely characteristic of Georgia Coastal communities. Note that there is overlap between the areas characterized as 100-year floodplain and wetlands. It would be misleading to consider that the area or percentages of these features are distinct. These natural resource

features, however, may affect solid waste management by limiting the area suitable for potentially siting solid waste facilities. Figure 4, shown in Section 6: Land Limitation Element, illustrates the natural resources within the West Chatham planning area and discusses these and other limiting factors.

#### 1.4 POPULATION

Population in the West Chatham planning area has rapidly grown in recent years and is a driving factor behind many of the issues and policies outlined in this plan. Since 1990, population has increased at an accelerated rate in the West Chatham planning area, a trend that is expected to continue throughout the planning period.

The West Chatham planning area is becoming a focal point for new development and an affordable alternative to living within the city limits of Savannah. Table 4 compares growth trends for the jurisdictions within the West Chatham planning area to illustrate its rapid growth rate. The 2005 numbers for Port Wentworth was obtained from the City's Comprehensive Plan (due to be adopted in October 2008). The numbers for Bloomingdale and Pooler were taken from the Chatham County – Savannah Tricentennial Plan, adopted in the fall of 2006.

Jurisdiction	1980	1990	2000	2005	Increase 1980 - 1990	Increase 1990 - 2000	Increase 2000 - 2005
Bloomingdale	1,855	2,271	2,665	3,328	22.4%	17.3%	24.9%
Pooler	2,543	4,453	6,239	10,312	75.1%	40.1%	65.3%
Port Wentworth*	3,947	4,012	3,276	3,657	1.6%	-18.3%	11.6%
West Chatham Planning Area	8,345	10,736	12,180	17,297	28.7%	13.5%	42.0%

Table 4. Population Comparisons

Source: Department of Community Affairs (DCA), Chatham County – Savannah Comprehensive Plan, US Census Bureau
\* City of Port Wentworth Comprehensive Plan

Table 5 shows population projections for the planning jurisdictions over the planning period of the West Chatham Solid Waste Management Plan. To calculate population projections, the accurate 2005 population numbers in Table 4 were used as the basis. The 2008 population projections were calculated by taking the number of Certificates of Occupancy issued in 2006 and 2007 and multiplying that number by the average household size for each city. That number was added to the 2005 population figures as the starting point for the projections that were, likewise, annually extended to 2018.

Port West Chatham Year **Pooler Bloomingdale** Wentworth **Planning Area** 21,767 2008 13,210 3,690 4,867 5,354 2009 14,531 3,801 23,686 2010 15,984 3,910 5,890 25,784 2011 17,263 4,008 6,066 27,337

Table 5. Population Projections

Year	Pooler	Bloomingdale	Port Wentworth	West Chatham Planning Area
2012	18,471	4,108	6,248	28,827
2013	19,025	4,211	6,436	29,672
2014	19,406	4,316	6,629	30,351
2015	19,794	4,424	6,828	31,045
2016	20,190	4,534	7,033	31,757
2017	20,594	4,648	7,244	32,485
2018	21,006	4,764	7,461	33,230

Accelerated population growth is an issue for all cities within the planning area and the projected 52% total growth in the West Chatham planning area will be significant over the 10-year planning period (2008 to 2018). Based on current and planned developments, Port Wentworth and Pooler are expected to experience the most dramatic growth in population.

#### 1.5 SEASONAL POPULATION VARIATION

The St. Patrick's Day parade in Savannah is the City's largest celebration and one of the largest St. Patrick's Day events in the United States. The event draws roughly 400,000 visitors each year to the area. While the St. Patrick's Day event takes place in downtown Savannah, the large draw of visitors does have a slight effect on the West Chatham planning area. Hotels in the West Chatham planning area are generally full for the St. Patrick's Day celebration. The seasonal tourism industry also has potential for a population increase in the West Chatham planning area.

#### 1.6 NUMBER OF HOUSEHOLDS

According to the U.S. Census, there were 8,512 households in the West Chatham planning area in the year 2000. The number of households increased 13.5% from 2000 to 2005. Table 6 compares the number of households in each plan jurisdiction, and the number in the planning area with Chatham County as a whole, from 2000 to 2005. The rate of increase in the West Chatham planning area (13.5%) is more than double that of the entire County (5.2%) illustrating the concentrated growth pressures in the West Chatham planning area as compared to Chatham County as a whole.

Table 6. Number of Households

Jurisdiction	2000	2005	Percent Change
Bloomingdale	1,001	1,101	10.0%
Pooler	2,245	2,603	15.9%
Port Wentworth	1,285	1,438	11.9%
West Chatham Planning Area	4,531	5,142	13.5%
Chatham County	89,865	94,501	5.2%

Source: Department of Community Affairs (DCA), US Census Bureau, City Comprehensive Plans

#### 1.7 ECONOMIC ACTIVITY

Table 7 provides a classification of employment in the West Chatham planning area by type of industry. The percentage is calculated by the number of people employed by a particular industry versus the total civilian employed population. As the table demonstrates, the economy that makes up the West Chatham planning area, as determined through the 2000 Census, is not dependant on any particular industry type and would therefore be less subject to economic downturns than a single industry's economy. The major employers in the West Chatham planning area include: manufacturing; retail trade; education, health and social services; and construction. These industries collectively account for over half (56%) of the employed civilian population.

Table 7. Types of Industries

		2000		
Bloomingdale	Pooler	Port Wentworth	West Chatham Planning Area	Percent of West Chatham Planning Area
1,401	3,088	1,556	6,045	
11	5	7	23	0.4%
197	346	118	661	10.9%
265	637	357	1,259	20.8%
57	137	20	214	3.5%
206	457	218	881	14.6%
167	241	171	579	9.6%
18	55	18	91	1.5%
56	109	59	224	3.7%
68	182	134	384	6.4%
157	435	238	830	13.7%
72	167	52	291	4.8%
75	120	61	256	4.2%
52	197	103	352	5.8%
	1,401 11 197 265 57 206 167 18 56 68 157 72	1,401     3,088       11     5       197     346       265     637       57     137       206     457       167     241       18     55       56     109       68     182       157     435       72     167       75     120	Begon         Begon <th< td=""><td>  1,401   3,088   1,556   6,045     1,401   3,088   1,556   6,045     11</td></th<>	1,401   3,088   1,556   6,045     1,401   3,088   1,556   6,045     11

Source: Department of Community Affairs (DCA), US Census Bureau, City Comprehensive Plans

#### 1.8 PUBLIC INVOLVEMENT DURING THE PLANNING PROCESS

The West Chatham planning area jurisdictions held an introductory meeting at the beginning of the planning process in April 2008 to introduce the Plan, field questions about the process and solicit community input. In addition, each city held two public hearings, for a total of six hearings in the West Chatham planning area. The first rounds of public hearings were held in

June 2008 where the findings of the draft Plan were presented to each City Council and the public and comments were solicited.

Comments centered on two primary areas of interest. First, citizens were concerned about the siting of future landfill facilities in the planning area. Secondly, citizens and elected officials expressed interest in increased recycling opportunities with the accompanying concern of impacts to utility bills. The single most frequent comment received was a request for information on a menu of potential recycling services, ranging from drop-off to curbside collection, and their associated costs.

The final public hearings were held in August 2008 where highlights and findings of the Plan were presented, the Implementation Strategy was reviewed, public comments were solicited, and the City Councils were asked to adopt a resolution authorizing the submittal of the draft Plan. In addition, the cities used a number of other avenues to inform residents about the Plan throughout the process.

- <u>Website</u>. Each city posted the draft West Chatham Solid Waste Management Plan on their website for public review prior to the final public hearing. As well, a copy of the final Plan was available at the City Halls for review.
- <u>Handouts.</u> Each city also produced two handouts (available at City Hall) that provided general information about the Solid Waste Management Plan and announced the public hearings.
- Advertising. Advertising for the public meetings was done in accordance with the City's policy for public meetings. Meeting agendas were made available to the public at least one week prior to the meetings.

A sample of public education materials and the agendas or meeting minutes for each public hearing are included in Appendix A.

#### 2. WASTE DISPOSAL STREAM ANALYSIS

#### 2.1 AMOUNT OF WASTE DISPOSED

Table 8 estimates the total amount of waste disposed by sector for the West Chatham planning area and the participating jurisdictions.

The methodology used to generate the total tonnage of waste for both Municipal Solid Waste (MSW) and Construction and Demolition (C&D) landfills is based on the numbers used in the Georgia Statewide Solid Waste Management Plan for 2005. The statewide tonnage from this plan was used to determine the percent by sector. This number was then applied to the three jurisdictions that comprise the West Chatham planning area on a per capita basis.

Table 8. Waste Disposed by Sector (tons per year), 2005

	Tuble 6. Waste Disposed by Sector (tons per year), 2000					
	Sector	Tons to MSW Landfill		Tons to C&D Landfill	Total Tons	
West Chatham Planning Area	Residential	12,721	39.3%		12,721	29%
	Commercial	8,836	27.3%		8,836	20%
	Industrial	4,532	14.0%		4,532	10%
	C&D	3,981	12.3%	11,347	15,328	35%
	Sludge & Biosolids	2,298	7.1%		2298	5%
	Total	32,368	100.0%		43,715	100%
Bloomingdale	Residential	1,525	39.3%		1,525	29%
	Commercial	1,060	27.3%		1,060	20%
	Industrial	543	14.0%		543	10%
	C&D	477	12.3%	1,360	1,837	35%
	Sludge & Biosolids	276	7.1%		276	5%
	Total	3,881	100.0%		5,241	100%
Pooler	Residential	4,726	39.3%		4,726	29%
	Commercial	3,283	27.3%		3,283	20%
	Industrial	1,684	14.0%		1,684	10%
	C&D	1,479	12.3%	4,216	5,695	35%
	Sludge & Biosolids	854	7.1%		854	5%
	Total	12,026	100.0%		16,242	100%
Port Wentworth	Residential	1,676	39.3%		1,676	29%
	Commercial	1,164	27.3%		1,164	20%
	Industrial	597	14.0%		597	10%
	C&D	525	12.3%	1,495	2,020	35%
	Sludge & Biosolids	303	7.1%		303	5%
_	Total	4,265	100.0%		5,760	100%

Source: Georgia Statewide Solid Waste Management Plan, 2005

Using these calculations, it is estimated that approximately 40% of the waste delivered to MSW landfills is generated by the residential sector of the West Chatham planning area. The second largest waste contribution to MSW landfills is the West Chatham planning area commercial sector, which accounts for roughly 27% of the total. Industrial, C&D, and sludge and biosolids account for approximately 14%, 12%, and 7%, respectively. The methodology used to generate the total tonnage delivered to MSW and C&D landfills is discussed in greater detail below.

#### 2.2 WASTE CHARACTERIZATION

The Georgia Statewide Waste Characterization Study conducted by R.W. Beck for the DCA in 2005 projects the type of material disposed in MSW landfills by percentage for the area covered by the Coastal Georgia Regional Development Center (CGRDC), which includes the West Chatham planning area. The percentages developed in the Statewide Waste Characterization Study for the CGRDC were applied to the West Chatham planning area's 2005 waste disposal tonnage to determine the estimated tons of each type of material likely to be disposed at MSW landfills from the West Chatham planning area. Table 9 shows the results of this waste composition characterization.

Tons 2005 Average **Port** Material **West Chatham Bloomingdale Pooler** Percentage Wentworth **Planning Area** 7,866.82 Paper 39.0% 1,513.60 4,689.98 1,663.23 **Plastic** 15.9% 3,207.24 617.08 1,912.07 678.09 Glass 3.5% 706.00 135.84 420.90 149.26 Metal 4.3% 867.37 166.88 517.10 183.38 **Organics** 28.2% 5,688.31 1,094.45 3,391.22 1,202.65 C&D 6.5% 1,311.14 252.27 781.66 277.21 Inorganics 2.6% 524.45 100.91 312.67 110.88 3,881.03 **TOTAL** 100.0% 20,171.33 12,025.60 4,264.70

Table 9. Waste Composition Characterization of MSW Disposed

Source: Statewide Waste Characterization Study, 2005

This analysis begins to illustrate specific opportunities to target recycling programs for MSW disposal reductions. For instance, paper comprises almost 40% of the waste stream, while plastics represent nearly 16%. Both are commonly recyclable materials that if diverted could reduce the MSW waste stream in half, by about 55% combined. Organics represent another large percent of the MSW waste stream, nearly 30%, which can be diverted through composting initiatives.

#### 2.3 UNIQUE CONDITIONS AND/OR SEASONAL VARIATIONS

The months during spring and summer typically result in an increase in yard trimmings and leaves that are disposed in local landfills. In an effort to address this issue, all jurisdictions within the planning area conduct some type of yard waste collection.

#### 2.4 WASTE GENERATING DISASTER

A major disaster has the potential to result in a significant increase in the amount of annual waste disposed. However, it is difficult to project the additional amount of waste that would be generated should such a disaster occur. The types of disasters most likely to occur within the West Chatham planning area are hurricanes, tornados, and major rain events. The procedures for collection and disposal of waste resulting from these types of disasters are addressed in the Collection Element and Disposal Element, respectively.

#### 2.5 DISPOSAL RATE

Table 10 presents the estimated disposal rates for the West Chatham planning area, the four jurisdictions and the State of Georgia as a whole. The West Chatham planning jurisdiction calculated disposal rates are based on statewide trends. These disposal rates are offered in ton per year and per capita figures.

The per capita disposal rate for Georgia of 6.39 pounds per day per person was calculated in the Georgia Solid Waste Management Plan, adopted 2006. The adjusted annual tonnage of waste in the State was multiplied by 2000 to convert the tonnage to pounds. The resulting number was then divided by the statewide population and then by 365 to determine the per capita (pounds per day per person) number. Lacking a better accounting for local disposal patterns, the West Chatham planning area has elected to use this per capita disposal rate (6.39 lbs per day) as the basis of calculating the MSW disposal rates and the waste disposal projections.

Per Capita **Jurisdiction Tons Per Year Population** (pounds per day) State of Georgia 10,282,942 8,817,666 6.39 West Chatham Planning Area 20,171 17,297 6.39 Bloomingdale 3.881 3,328 6.39 10.312 Pooler 12,026 6.39 Port Wentworth 4,265 3,657 6.39

Table 10. MSW Disposal Rates

Source: Georgia Statewide Solid Waste Management Plan, 2005

Using the 6.39 per capita disposal rate and the plan jurisdictions' 2005 population numbers from Table 4, the annual disposal tonnages were calculated. Annual disposal tonnages for the West Chatham planning area and the plan jurisdictions were calculated by multiplying the per capita disposal rate (6.39) by 365 to determine pounds per person per year. These numbers were multiplied by the 2005 population figures and then divided by 2000 to convert pounds to tons.

The cities believe the statewide per capita number is consistent with the regional trends and is a good number to use for the basis of the waste projections in this report. It is difficult to determine an exact annual disposal tonnage for the West Chatham planning area because waste collection in each city is different. For instance, collection services in Pooler are contracted to Waste Management. Collection in Bloomingdale is conducted by Republic, and Port Wentworth conducts the collection themselves. When dealing with contracted haulers, loads are generally

not differentiated based on jurisdictional boundaries. In many cases, disposal loads contain waste from more than one jurisdiction. As a result, the jurisdictions in West Chatham opted to use the statewide estimate as the base annual disposal rate for the purposes of this report.

The same methodology discussed above was used to determine the disposal rate at C&D landfills, presented in Table 11. Based on this methodology and the calculations in the Georgia Solid Waste Management Plan, an average of 2.24 pounds per person per day of waste is disposed at C&D landfills in the planning area.

Table 11. C&D Disposal Rates

Area	Tons Per Year	Population	Per Capita (pounds per day)
Total Tonnage in Georgia	3,604,049.00	8,817,666	2.24
West Chatham Planning Area	7,071	17,297	2.24
Bloomingdale	1,360	3,328	2.24
Pooler	4,216	10,312	2.24
Port Wentworth	1,495	3,657	2.24

Source: Georgia Statewide Solid Waste Management Plan, 2005

It is possible that a higher C&D disposal rate exists in the West Chatham planning area because recent growth trends suggest a significant amount of development. However, the statewide average will be accepted because no accurate datasets are available to indicate a higher per capita rate.

## 2.6 WASTE DISPOSAL PROJECTIONS WITH PER CAPITA REDUCTIONS

The jurisdictions within the West Chatham planning area have established a waste disposal reduction goal of 10% over the next ten years. The focus of reduction efforts during the planning period will be recycling.

Table 12 shows the MSW disposal projections with per capita reductions for the planning period, 2008-2018. The estimated 6.39 per capita MSW disposal rate was used to project the total tonnage of waste to be disposed over the 10-year planning period. It was multiplied by the 2008 population projections from Table 4 to establish the 2008 projected MSW disposal tons as the base year for each planning jurisdiction and the West Chatham planning area.

The jurisdictions in the planning area intend to achieve the 10% waste disposal reduction goal by reducing total waste disposed per capita by 1% per year, which equates to 0.064 pounds per person per day. This per capita reduction calculation was applied to the annual disposal tonnages and rates.

Table 12. MSW Disposal Projections With Per Capita Reductions

	Pooler		oler	Bloom	ingdale	Port We	entworth	West C	Chatham
	Disposal Rate	Population	Projected Tonnage	Population	Projected Tonnage	Population	Projected Tonnage	Population	Projected Tonnage
2008	6.39	13,210	15,405	3,690	4,303	4,867	5,676	21,767	25,385
2009	6.33	14,531	16,776	3,801	4,388	5,354	6,182	23,686	27,346
2010	6.26	15,984	18,269	3,910	4,469	5,890	6,732	25,784	29,470
2011	6.20	17,263	19,534	4,008	4,535	6,066	6,864	27,337	30,933
2012	6.14	18,471	20,692	4,108	4,602	6,248	7,000	28,827	32,293
2013	6.08	19,025	21,100	4,211	4,670	6,436	7,137	29,672	32,907
2014	6.02	19,406	21,306	4,316	4,739	6,629	7,278	30,351	33,323
2015	5.96	19,794	21,515	4,424	4,808	6,828	7,421	31,045	33,745
2016	5.90	20,190	21,726	4,534	4,879	7,033	7,568	31,757	34,173
2017	5.84	20,594	21,939	4,648	4,951	7,244	7,717	32,485	34,607
2018	5.78	21,006	22,154	4,764	5,024	7,461	7,869	33,230	35,047
TOTAL			220,416		51,369		77,443		349,228

Source: Census Bureau & City Datasets

It is estimated that 349,228 tons of waste from the West Chatham planning area will be disposed in MSW landfills over the next ten years and that, if the reduction goal is reached, the per capita disposal rate will drop to 5.78 pounds per day by 2018.

## 3. WASTE REDUCTION ELEMENT

#### 3.1 INVENTORY OF WASTE REDUCTION PROGRAMS

This section provides an inventory of all current waste reduction programs, both public and private, in the West Chatham planning area and immediate surroundings. The inventory is followed by an assessment of the effectiveness of these programs to achieve waste disposal reduction. The final section presents the waste disposal reduction goal and identifies strategies needed to meet that goal.

## 3.1.1 Source Reduction Programs

Source reduction refers to the actions and programs that reduce the generation of waste. All cities in the West Chatham planning area encourage source reduction through various educational programs targeting residents. Articles are also written in "*The Spirit*" newspaper about the topic.

## Bloomingdale

The City of Bloomingdale produces a quarterly newsletter that encourages residents to reduce waste and recycle. The City also has informational handouts to residents and produces a packet of information that is given to new City residents that discusses source reduction as well as other programs the City offers in terms of recycling and disposal.

## Pooler

The City of Pooler encourages source reduction through education in elementary schools. Information is also posted to the City's website, included in newsletters, and available at City Hall. The City also discusses source reduction and what the City is doing to reduce waste at City Council Meetings.

#### Port Wentworth

The City of Port Wentworth encourages source reduction by producing informational handouts to residents. In addition, the City produces a newsletter, posts information to the City's website, includes source reduction information on utility bill inserts, and uses door hangers as a means to educate the public. The City's Comprehensive Plan is also promoting adaptive reuse of vacant buildings and infill development versus demolition and new development.

# 3.1.2 Recycling Programs & Facilities

There are a number of publicly and privately owned/operated facilities in the County that accept recyclables. These facilities, available to all residents in the County, are listed in Table 13. The facilities are also illustrated on Figure 3, which can be found in the Disposal Element. There are no curbside recyclable collection services offered in the West Chatham planning area at this time.

**Facility Name Address Materials Accepted Type** Newspaper, Aluminum, Plastic, Pooler Recycling Center **Drop-off Facility** 1095 S. Rogers Street Office Paper, Glass, Cardboard Southeast Paper Newspaper, Office Paper, **Drop-off Facility** 10 Hoss Street Recycling Company Cardboard Newspaper, Aluminum, Plastic, Hunter Army Airfield **Drop-off Facility** 1412 Blanton Street Office Paper, Glass, Cardboard Southern Paper 1926 West Gwinnett Newspaper, Aluminum, Plastic, Drop-off Facility Recover, Inc. Street Office Paper, Glass, Cardboard Wilmington Island Newspaper, Aluminum, Glass, Drop-off Facility 6900 Concord Road Landfill Cardboard Savannah Processing, **Drop-off Facility** 190 Gulf Stream Road Aluminum Inc. FortJen Recycling **Drop-off Facility** 102 North Gamble Street Aluminum Jarrell's Iron and Metal **Drop-off Facility** 400 Magazine Road Aluminum Savannah Metal **Drop-off Facility** 4520 Tremont Road Aluminum Recycling City Lot Drop-off Site Sallie Mood / Eisenhower Newspaper **Charvins Market** Drop-off Site 2002 Waters Avenue Newspaper Sallie Mood / Montgomery Drop-off Site Lake Mayer Newspaper Crossing Road

Table 13. Recycling Facilities / Drop-off Sites

#### Bloomingdale

Currently, the City of Bloomingdale offers a number of different options for recycling to City residents. There is a drop-off location across the street from City Hall that accepts aluminum and newspaper. A bin is also located at the Bloomingdale Elementary School, which recycles newspapers dropped off by City residents. The City has an office paper recycling program for all public buildings where office paper is picked up by a shredding company. There are also drop-off locations and other recycling facilities in Chatham County available to residents of Bloomingdale.

#### Pooler

The City of Pooler has a recycling facility available to residents. The Pooler Recycling Center is located at 1095 South Rogers Street and accepts plastics, glass, paper, cardboard, metal, yard trimmings, white goods, etc. There is also a bin located at the Fire Department, at which aluminum is collected and recycled for charity. The City has an office paper recycling program for all public buildings where office paper is picked up and delivered to the recycling facility.

#### Port Wentworth

The City of Port Wentworth does not offer any type of formal recycling service to residents or businesses in the community. However, there are a number of drop-off locations in the City for residents to recycle aluminum and paper. Fire Station 1 contains bins where residents can drop

off aluminum, paper, and newspaper. The Bonnybridge Baptist Church also contains a drop-off bin for newspaper. A drop-off site is also located at the corner of Appleby Road and Crossgate Road for the recycling of aluminum. All proceeds from recycling efforts in the City of Port Wentworth go to the Georgia Burn Center. There are also drop-off locations and other recycling facilities in Chatham County available to residents of Port Wentworth.

## 3.1.3 Yard Trimmings Programs & Facilities

The types of yard trimmings collected, the collection arrangements and materials disposition are addressed in Section 4: Collection Element. Bloomingdale and Pooler divert yard trimmings from landfill disposal through free mulching programs at the Public Works site and the Pooler Recycling Center, respectively. Yard trimmings from Port Wentworth are disposed at the Savannah Regional Industrial Landfill.

# 3.1.4 Special Materials Recycling

#### Bloomingdale

The City of Bloomingdale offers curbside collection of special materials such as motor oil, metals, and appliances. Residents may also drop off these materials at the Public Works facility. The Public Works facility contains a waste drum for oil and a bin for scrap metal. The City participates in an E-Recycling and Tire Recycling Program with Chatham County; an annual event that collects and recycles electronics and tires from residents and businesses in the greater Savannah area.

The City also participates in the annual Recycle Rama which serves as an amnesty day for hazardous household materials for all citizens of Chatham County, coordinated by the City of Savannah, Chatham County, and many other community partners. Materials accepted include paint, used oil, batteries, old computers, Goodwill items, cans, glass, aluminum, cell phones, newspaper, etc. All materials collected are recycled or disposed of properly.

#### **Pooler**

The City of Pooler accepts white goods and electronics at the recycling center, but does not provide curbside services to residents. The City participates in an E-Recycling and Tire Recycling Program with Chatham County; an annual event that collects and recycles electronics and tires from residents and businesses in the greater Savannah area.

The City also participates in the annual Recycle Rama which serves as an amnesty day for hazardous household materials for all citizens of Chatham County, coordinated by the City of Savannah, Chatham County, and many other community partners. Materials accepted include paint, used oil, batteries, old computers, Goodwill items, cans, glass, aluminum, cell phones, newspaper, etc. All materials collected are recycled or disposed of properly.

#### Port Wentworth

The City of Port Wentworth participates in an E-Recycling and Tire Recycling Program with Chatham County; an annual event that collects and recycles electronics and tires from residents

and businesses in the greater Savannah area. The City collects white goods and steel from residents, which are taken to a reclamation facility for recycling and disposal.

The City also participates in the annual Recycle Rama which serves as an amnesty day for hazardous household materials for all citizens of Chatham County, coordinated by the City of Savannah, Chatham County, and many other community partners. Materials accepted include paint, used oil, batteries, old computers, Goodwill items, cans, glass, aluminum, cell phones, newspaper, etc. All materials collected are recycled or disposed of properly.

## 3.1.5 Disaster Debris Waste Reduction Strategy

Disaster debris management is discussed in Section 4: Collection Element.

#### 3.2 ASSESSMENT OF WASTE REDUCTION & RECYCLING PROGRAMS

The majority of the existing waste reduction efforts target the residential sector. The residential sector represents the single largest contributor to the waste disposal stream, nearly 40%, as shown in Table 8. The industrial sector contributes the next largest amount to the waste disposal stream, nearly 30%. There may be opportunities to target education programs to the West Chatham planning area industries and businesses.

Although there appears to be adequate opportunities for residents to recycle using public and private drop-off locations and facilities, the West Chatham planning area may achieve its waste reduction goals best through exploring other types of recycling services. Based on comments received in the public involvement process (described in the Introduction), there is a high level of interest in exploring curbside recycling options.

Investigations made for the Waste Reduction Assessment determined that including specific information on curbside recyclable collection services (i.e., cost, frequency of service and type of materials collected, potential private haulers and disposition of materials) in the plan is impractical. The service factors (cost, frequency of service, type of materials collected, potential private haulers, disposition of materials, contractual arrangements, billing arrangements, customer satisfaction provisions, etc.) are based on negotiations and are specific to location, time, vendor, etc.

For instance, if all planning jurisdictions were to engage in a multi-jurisdictional arrangement for curbside recyclable collection with a private vendor, the cities would capture a better rate than if each were to contract separately. Likewise, the number of vendors offering service in any particular location will affect the type of service offer and make the cost more competitive.

However, investigation did find that Pratt Industries has entered into a contract with the City of Savannah to build and manage a single stream recycling facility. It will be located at 101 Kahn Industrial Court in Savannah and is scheduled to begin curbside recycling services by January 1, 2009. Single stream recycling depends on new technology that does not require recyclable materials to be separated at the curb. This makes recycling easier and more attractive to residents and business.

The Pratt recycling facility will accept the following recyclables: newspaper; cardboard; magazines; catalogues; plastics numbers 1-7; aluminum cans; steel and tin cans; mixed paper; and glass. In addition, it will accept commercial cardboard, a significant single material contributor to the waste stream. This new facility offers a tremendous opportunity to the West Chatham planning jurisdictions to engage in increased recycling services and achieve their waste reduction goal.

## **Bloomingdale**

The main components of Bloomingdale's reduction efforts are in the City's yard trimmings/mulching program and special materials recycling. While these programs contribute greatly to overall waste reduction in the City, the expansion of these programs as well as increased recycling options to residents will be essential if the City is to meet the 10% reduction goal. It will also be important for the City to take a more proactive approach to public education.

#### Pooler

The City of Pooler has placed recycling at the forefront of their waste reduction agenda. The City-run recycling facility offers residents a convenient drop-off location for recycling, yard trimmings, and white goods. The City also provides for curbside collection of yard waste and offers free mulch to residents. The expansion of existing services and exploring the potential for a curbside recycling collections program will ensure that the City achieves the 10% reduction goal.

#### Port Wentworth

The City of Port Wentworth has a number of opportunities to improve source/waste reduction in the City. Currently, minimal opportunities for recycling are available to City residents. The yard trimmings collected by the City are being disposed of at a local landfill versus being recycled and reused in the City in the form of mulch. The City offers some public education with regard to source reduction, but will need to expand on all of these elements in order to achieve the West Chatham Solid Waste Management Plan's 10% reduction goal. If the City does not take a more proactive approach to waste reduction, it is likely that per capita numbers will increase instead of decreasing over the planning period of this report.

#### 3.3 NEEDS & GOALS

The waste reduction goal is to achieve a 10% per capita waste disposal reduction over the planning period, 2008 - 2018. Accomplishing this goal will require addressing the following needs:

- Work with haulers to track and keep a better record of waste being generated in each City.
- Promote and advertise current programs related to recycling, yard trimmings, and composting.
- Encourage source reduction through continued public and increased business education.

- Encourage diversion of yard trimmings and organics through home composting education.
- Continue to financially support and maintain existing recycling and drop-off locations.
- Continue the office paper recycling program in Bloomingdale and Pooler.
- Pursue grants related to solid waste reduction by applying for the GEFA recycling and waste reduction grant and research other available grants.
- Explore purchasing composting bins or continue current composting programs.
- Expand available drop-off locations for recyclables and/or bulk items.
- Explore potential for recycling bins to be placed at the Public Works sites in Pooler and Port Wentworth.
- Explore the economic feasibility and impact of curbside recycling collections for residents and businesses by taking advantage of regional recycling opportunities.
- Request the DCA to provide a regional single stream recycling hub workshop to learn more about how the Cities can provide cost-effective recycling services.
- Issue a Request for Proposals (RFP) to regional recycling vendors to compare costs and determine service levels for curbside recycling.
- Consider a West Chatham planning area comprised of all three planning jurisdictions when issuing the RFP to determine the most cost effective curbside recycling collection options.

# 4. COLLECTION ELEMENT

#### 4.1 INVENTORY OF COLLECTION PROGRAMS

This section presents an inventory of all collection arrangements for MSW, C&D, yard trimmings and bulky items. Collection and management of recyclables were discussed in the Waste Reduction Element in Section 3. This section addresses illegal dumping and littering issues in the planning area as well as a contingency strategy should collection services be temporarily disrupted, and the collection and management of disaster debris. The final sections assess the adequacy of the Plan jurisdictions' collection programs and identify collection goals and strategies needed for its accomplishments.

#### 4.1.1 MSW and C&D Collections

## **Bloomingdale**

The City of Bloomingdale provides curbside MSW collection services to all residents within the City. This service is contracted to a private vendor and is conducted once a week. Waste collection fees are subscribed to by residents in the City and included as part of the water utility bills. Residents may also utilize private transfer stations and drop-off locations located in the City and County at no charge. Bloomingdale is currently under contract with Republic Services Inc. for all residential curbside collection services.

The City of Bloomingdale arranges for commercial MSW collection services through a contract with Republic Services. Businesses within the City have the option to select the service that best suits their needs and have the option for a roll-out cart or a dumpster. Dumpsters are available in different sizes ranging from four to eight cubic yards. Pickup frequency also varies depending on the needs of the given customer.

C&D waste collection in the City is open competition where the resident, business or developer has the option to select their own hauler. Options for C&D waste are to self-haul waste to a transfer station/landfill or contract services from a private service.

## **Pooler**

The City of Pooler provides curbside MSW collection services to all residents within the City. Collection services are contracted to a private hauler and conducted twice a week. Residents are billed for curbside collection services as part of the water utility bill. Residents are also able to utilize private transfer stations and drop-off locations available in the City and County. Pooler is currently under contract with Waste Management Inc. for all residential curbside collection services.

The City of Pooler arranges for commercial MSW collection services through a contract with Waste Management and charges businesses as part of the utility bill. Businesses within the City have the option to select the service that best suits their needs and have the option for a roll-out cart or a dumpster. Dumpsters are available in different sizes ranging from four to twenty cubic

yards. Pickup frequency also varies depending on the needs of the given customer. The frequency of pickups ranges from twice a week to daily pickups (five times a week).

C&D waste collection in the City is open competition where the resident, business or developer has the option to select their own hauler. Options for C&D waste are to self-haul waste to a transfer station/landfill or contract services from a private service.

#### Port Wentworth

The City of Port Wentworth provides curbside MSW collection services to all residents within the City. Collection services are provided by a City fleet that consists of two vehicles and is conducted twice a week. Residents are billed for curbside collection services as part of the water utility bill. Residents are also able to utilize private transfer stations and drop-off locations as available in the City and County at no charge.

The City of Port Wentworth arranges for commercial MSW collection services through a contract with Republic Services. Businesses within the City have the option to select the service that best suits their needs and have the option for a roll-out cart or a dumpster. Dumpsters are available in different sizes ranging from four to eight cubic yards. Pickup frequency also varies depending on the needs of the given customer. The frequency of pickups ranges from twice a week to daily pickups (five times a week).

C&D waste collection in the City is open competition where the resident, business or developer has the option to select their own hauler. Options for C&D waste are to self-haul waste to a transfer station/landfill or contract services from a private service.

Jurisdiction	Collection Type	Name of Hauler	Sectors Served
Bloomingdale	Private Hauler	Republic Services, Inc	Residential & Commercial
Pooler	Private Hauler	Waste Management	Residential & Commercial
Port Wentworth	City	City of Port Wentworth	Residential & Commercial
1 of Wentworth	Private Hauler	Republic Services, Inc.	Commercial

Table 14. Curbside MSW Collection Programs

# 4.1.2 Drop-off Locations & Transfer Stations

Residents in the West Chatham planning area may also choose to deliver solid waste to various transfer stations that operate in the County at no charge. Transfer stations and drop-off locations are discussed in greater detail in the Disposal Element of Section 5.

#### 4.1.3 Yard Trimmings & Bulk Item Collection

## **Bloomingdale**

The City of Bloomingdale performs curbside collection of yard trimmings twice a month. Collection is done on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday and Friday every month. Acceptable yard waste

includes grass clippings, leaves, shrubs, brush, tree trimmings, and other vegetative materials generated from general maintenance of yards, lawns, and landscaping.

The City of Bloomingdale provides curbside collection of bulk items and appliances for residents of the City. White goods, appliances, and other bulk items will be collected by the City once a week. Residents may also drop-off bulk items at the Public Works facility.

#### Pooler

The City of Pooler offers curbside collection of yard trimmings as well as a staffed drop-off location for residents. The City collects yard trimmings the last week of every month and has contracted with Waste Management to also provide curbside collection service for yard trimmings, which is conducted monthly. Residents pay for this service as part of the trash collection fee. Acceptable yard waste includes grass clippings, leaves, shrubs, brush, tree trimmings, and other vegetative materials generated from general maintenance of yards, lawns, and landscaping.

The City of Pooler accepts white goods, electronics, and other bulk items at the Pooler Recycling Center at no charge, but does not provide curbside services to residents.

## Port Wentworth

Curbside collection of yard trimmings is conducted by the City of Port Wentworth twice a week and is available to all residents. A total of six fleet vehicles are used by the City for this collection effort. Acceptable yard trimmings that are bundled at the curb will be collected and include grass clippings, leaves, shrubs, brush, tree trimmings, and other vegetative materials generated from general maintenance of yards, lawns, and landscaping.

The City of Port Wentworth collects white goods and bulk items from residents on a weekly basis. Bulk items are picked up by the City and taken to the Savannah Regional Industrial Landfill for disposal. However, the City will not pick up construction debris or hazardous materials.

	Tube 13. Summary by Conection 110grams						
	Type of Collection	Method	Frequency	Name / Operator	Arrangement		
•	Residential MSW Waste	Curbside	Once a week	Republic Services	Residents charged as part of utility bill		
ngdale	Commercial MSW Collection	Front Loader / Container Service	Determined by customer needs	Republic Services	Charged as part of utility bill		
Bloomingdale	Yard Trimmings	Curbside	Twice a month	City of Bloomingdale	Residents charged as part of utility bill		
<b>.</b>	Bulk Item	Curbside Drop-off	Once a week N/A	City of Bloomingdale	Residents charged as part of utility bill		
Pooler	Residential MSW Waste	Curbside	Twice a weekly	Waste Management	Residents charged as part of utility bill		
Poc	Commercial MSW Waste	Front Loader / Container Service	Determined by customer needs	Waste Management	Charged as part of utility bill		

Table 15. Summary of Collection Programs

	Type of Collection	Method	Frequency	Name / Operator	Arrangement
	Yard Trimmings	Curbside	Monthly	Waste Management	Residents charged as part of utility bill
	Bulk Item	Drop-off	N/A	City Recycling Center	Residents charged as part of utility bill
Ę.	Residential MSW Waste	Curbside	Twice a week	City of Port Wentworth	Residents charged as part of utility bill
Wentworth	Commercial MSW Waste	Front Loader / Container Service	Determined by customer needs	Republic Services	Charged as part of utility bill
Port We	Yard Trimmings	Curbside	Twice a week	City of Port Wentworth	Residents charged as part of utility bill
ď	Bulk Item	Curbside	Weekly	City of Port Wentworth	Residents charged as part of utility bill

## 4.1.4 Illegal Dumping / Littering

## **Bloomingdale**

Illegal dumping is not considered a serious problem in the City of Bloomingdale. The City has an ordinance that prohibits illegal dumping, littering and junk vehicles and discusses the types of activities that constitute a violation and the associated penalties (Code of Ordinances, City of Bloomingdale; Chapter 34 Environment, Article II Nuisances, Section 34-32 (10)).

Littering in general is not perceived to be a major problem in the City. Public Works crews pick up litter along major arterials on a routine basis and also use community service groups to pick up litter throughout the City.

#### Pooler

Illegal dumping is not considered a serious problem in the City of Pooler. If a particular area becomes a hot spot for dumping, the City installs gates and fencing to prevent access by unauthorized people. The City also has a Litter Ordinance that prohibits illegal dumping and littering and discusses the types of activities that constitute a violation and the associated penalties (Code of Ordinances, City of Pooler; Solid Waste Ordinance, Litter, Section 70-2).

Littering in general is not perceived to be a problem in the City. Public Works crews pick up litter along major arterials on a routine basis prior to mowing public right-of-ways. The City also conducts routine litter control measures along the Interstate 95 corridor and uses community service groups to pick up litter throughout the City.

#### Port Wentworth

The City of Port Wentworth has certain areas where illegal dumping occurs, typically in the form of bulk items such as couches, appliances, etc. This type of illegal dumping is generally found on dirt and gravel roads in close proximity to large tracts of undeveloped land. Port Wentworth has an ordinance that prohibits illegal dumping and littering and defines the various types of

violations, enforcement actions, and penalties (Code of Ordinances, City of Port Wentworth; Chapter 9 Garbage and Trash, Article I, Section 9-2).

Small scale littering in the more developed areas of the City is not perceived to be a significant concern. However, littering is an ongoing issue along major corridors (SR 21) and areas that experience heavy volumes of truck traffic. Periodic litter pickup along these corridors is performed by the City using Public Works employees and volunteer groups.

#### 4.1.5 Contingency Strategy

There are a number of private haulers that operate and offer service to the jurisdictions in the West Chatham planning area. Should a situation arise where existing collection arrangements (public or private) can no longer provide the same level of service either temporarily or long-term, the plan jurisdictions will immediately contract with one of the private haulers servicing the planning area. This contingency strategy – alterations in contracts and service provision – is expected to be on-line within 5 business days. The plan jurisdictions also plan to develop an intergovernmental agreement to provide a, secondary, alternative strategy for the provision of collection services should existing arrangements be disrupted.

## **4.1.6** Disaster Debris Management

The Plan's jurisdictions do not currently have a disaster debris management strategy. It is recommended that each City explore the adoption of the Georgia Emergency Management Agency (GEMA) Debris Management Program, which provides assistance to local jurisdictions in the event of a declared disaster. In addition, this program encourages jurisdictions to evaluate current programs and develop a plan for potential situations that might otherwise catch the community by surprise. The GEMA Debris Management Plan would address debris collection and disposal and strategies for diverting material from the waste stream to prevent onerous impacts to the long-term waste reduction goal.

In a situation where collection service is interrupted for the entire West Chatham planning area, each City has fleet vehicles available. These vehicles would be used to remove debris from high priority areas such as roadways and areas where debris is posing an immediate threat to public health and safety. Each City would also use the fleet vehicles for routine collection until other arrangement could be made. An estimated 2-week timeframe has been established for implementing this type of action. If necessary, the Cities may hire additional private haulers on a temporary basis until the situation is under control. If a situation arises where not all jurisdictions are affected, the jurisdictions will aid and assist one another to minimize the disruption of collection services. Information will be posted to the City's website to educate residents with regard to the City's plan for handling the situation.

## 4.2 ASSESSMENT OF COLLECTION PROGRAMS

The West Chatham planning area MSW and yard trimmings collection programs provide adequate services in a manner that is cost effective and resourceful. The collection programs ensure that sufficient services are provided throughout the course of this planning period.

The West Chatham jurisdictions are exploring ways to better identify the source of waste being collected and the methodology for which it is being reported. This may be a difficult task because it will take a great deal of cooperation from various waste haulers that service the planning area and may require them to alter the way waste gets reported at landfills.

C&D collection is managed through the free market, which is meeting current and near term needs for the foreseeable future. Collection of bulk items is adequately managed by each Plan jurisdiction. However, residents have the additional option to use the Pooler Recycling Center for these items. All Plan jurisdictions have programs that sufficiently manage the responsible collection of illegally dumped items and litter.

The West Chatham planning area jurisdictions have a strategy to address collection disruption contingencies and to develop a Plan to collect disaster debris, including public notification.

## 4.3 NEEDS & GOALS

The West Chatham planning area collection goal is to provide consistent and efficient collection services in all jurisdictions. In order to meet this goal, the following needs have been identified:

- Work with private haulers for the Cities of Bloomingdale and Pooler to ensure reliable and efficient collection.
- Ensure the continuance of reliable and efficient collection in Port Wentworth.
- Develop and/or enforce reporting requirements for haulers contracted by the Cities of Bloomingdale and Pooler to better track quantities of waste collected within the City.
- Develop and enforce reporting requirements for waste collected in Port Wentworth.
- Continue current litter and illegal dumping clean-up activities and programs.
- Continue to enforce the litter, illegal dumping and junk car ordinances.
- Evaluate and revise City solid waste, litter, illegal dumping and junk car ordinances to
  ensure desires of community are expressly protected, consistency with West Chatham
  Solid Waste Management Plan, consistency among City zoning ordinances to support
  regional goals and to ensure penalties are consistent in meeting City goals.
- Evaluate and implement the GEMA Debris Management Plan for disaster planning as a multi-jurisdictional plan for the West Chatham planning area.
- Develop an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in collection services.
- Explore the potential for all jurisdictions to combine collection efforts for the West Chatham planning area.

# 5. DISPOSAL ELEMENT

#### 5.1 INVENTORY OF DISPOSAL FACILITIES

This section provides an inventory of disposal facilities and transfer stations used for MSW and yard trimmings waste collected in the West Chatham Plan area. The inventory is followed by an assessment of the capacity of the MSW disposal facilities to meet current needs and disposal needs for the Plan duration. The section addresses a contingency strategy should MSW disposal services be temporarily disrupted and the disposal of disaster debris. This is followed by an assessment of the adequacy of the plan jurisdictions' disposal programs, the disposal goal and strategies needed to meet that goal.

#### 5.1.1 Landfills

## **Bloomingdale**

MSW collected in the City of Bloomingdale is transported to the Savannah Regional Industrial Landfill, which serves as a transfer station shipping the City's MSW to Broadhurst Environmental for landfill disposal. Savannah Regional Industrial Landfill is located at 84 Clifton Road, Savannah, Georgia. Broadhurst Environmental is located at 4800 Broadhurst Road West, Screven, Georgia. Both facilities are privately owned and operated.

## Pooler

MSW collected in the City of Pooler is transported to the Superior Landfill and Recycling Center located at 3001 Little Neck Road in Savannah, Georgia. This facility is privately owned and operated.

#### Port Wentworth

MSW collected in the City of Port Wentworth is transported to the Savannah Regional Industrial Landfill, which serves as a transfer station shipping the City's MSW to Broadhurst Environmental for landfill disposal. Savannah Regional Industrial Landfill is located at 84 Clifton Road, Savannah, Georgia. Broadhurst Environmental is located at 4800 Broadhurst Road West, Screven, Georgia. Both facilities are privately owned and operated.

## 5.1.2 Yard Trimmings

#### Bloomingdale

Yard trimmings collected by the City are grinded and mulched at the Public Works site. The mulch is given away to residents at no charge.

#### Pooler

Yard trimmings collected as part of the curbside program are taken to the Pooler Recycling facility, where mulch is available free to residents. Residents may also elect to drop off yard trimmings at the City of Pooler's facility on South Rogers Street.

#### Port Wentworth

Yard trimmings collected by the City are disposed of at the Savannah Regional Industrial Landfill. Residents are billed for this service as part of the water utility bill.

Figure 3 illustrates the locations of landfills, transfer stations, recycling centers, and closed landfills within close proximity to the West Chatham planning area.

Landfills, Transfer Stations, and Recyling Centers

Port
Wentworth
County

From 17 1 3 4 7 19

Pool of Tasker Stations
Recyling Centers

Pool of Tasker Stations
Recyling Centers

Figure 3. Landfills, Transfer Stations & Recycling Centers

Map ID	Name	Map ID	Name
1	Southeast Paper Recycling Company	11	Lake Mayer
2	Hunter Army Airfield	12	Savannah-Dean Forest Road (SL)
3	Southern Paper Recover, Inc	13	Chatham Co-Thomas Avenue (L)
4	Wilmington Island Landfill	14	Superior Landfill & Recycling Center
5	Savannah Processing, Inc.	15	Savannah Regional Industrial Landfill, Inc
6	FortJen Recycling	16	Safety Disposal Systems of Georgia, Inc.
7	Jarrell's Iron and Metal	17	Waste Management of Savannah
8	Savannah Metal Recycling	18	Southern Refuse Services, Inc
9	City Lot	19	East Coast Terminal Company
10	Charvins Market	20	Atlantic Wood Waste Transfer Facility

According to the EPD database, there are three landfills operating in Chatham County that are available for MSW disposal, shown in Table 16. In addition, the Broadhurst Environmental Landfill located in Jesup, Georgia is included because it is the final disposal site for MSW collected in the Cities of Bloomingdale and Port Wentworth.

Table 16. Landfills

Facility Name / Permit Number	Jurisdictions Using Facility	Owner/ Operator	Facility Type	Dominion	Capacity (CY)	Remaining Life	Mailing Address
Savannah Regional Industrial Landfill, Inc 025-072D(L)(I)		Jamey Amick	Industrial Landfill	Private/ Commercial/ Industrial	3,206,122	11 Years 8/22/2018	PO Box 4144 Port Wentworth, GA 31407
Superior Landfill & Recycling Center 025-070D(MSWL)	Pooler	Kelley Rooney	MSW	Private Commercial	3,588,078	8 Years 5/14/2015	3001 Little Neck Road, Savannah, GA 31419
Savannah-Dean Forest Rd (SL) 025-051D(SL)		Stephanie S. Cutter	MSW	Public	1,912,979	21 Years 1/27/2028	PO Box 1027 Savannah, GA 31402
Broadhurst Environmental 151-014D(SL)	Bloomingdale Port Wentworth	John Simmons	MSW	Private Commercial	9,315,051	11 Years 10/16/2018	P.O. Box 217 Jesup, GA

Source: Environmental Protection Division (EPD)

#### **5.1.3** Transfer Stations

According to EPD, there are six transfer stations that operate in or in close proximity to the West Chatham planning area, listed in Table 17. Residents have a choice of using the two located in Garden City, the two in Port Wentworth or the two in Savannah.

Table 17. Transfer Stations

		*		
Facility Name	Permit Number	Facility Type Description	Mailing Address	Mailing City
Waste Management of Savannah Transfer Station	PBR-025- 037TS	Transfer Station	1809 Highway 80	Garden City
Safety Disposal Systems of Georgia, Inc.	PBR-025- 26TS	Transfer Station	6043 Ogeechee Road	Savannah
Waste Management of Savannah Transfer Station	PBR-025- 37TS	Transfer Station	1809 Highway 80sr 17, Pin # 7-0017-01-Lot O04	Garden City
Southern Refuse Services, Inc.	PBR-025- 38TS	Transfer Station	Grange Road	Port Wentworth
East Coast Terminal Company	PBR-025- 41TS	Transfer Station	1 Harbor Street	Savannah
Atlantic Wood Waste Transfer Facility	PBR-025- 46TS	Transfer Station	202 Oxford Drive	Port Wentworth

Source: Environmental Protection Division (EPD)

## 5.1.4 Assurance of 10-Year Capacity

## **Bloomingdale**

The Broadhurst Environmental Landfill has given assurance to the City of Bloomingdale that it has the capacity to accept all MSW disposed of by the City throughout the course of the 10-year planning period. The assurance provided to the City is based on the projected waste totaling 51,369 tons over the next 10 years as calculated in the Waste Disposal Stream Analysis. Included in Appendix B is a letter from Broadhurst Environmental assuring capacity through the 10-year planning period.

#### Pooler

The Superior Landfill and Recycling Center has given assurance to the City of Pooler that it has the capacity to accept all MSW disposed by the City throughout the course of the 10-year planning period. The assurance provided to the City is based on the projected waste totaling 220,416 tons over the next 10 years as calculated in the Waste Disposal Stream Analysis. Included in Appendix B is a letter from the Superior Landfill and Recycling Center assuring capacity through the 10-year planning period.

#### Port Wentworth

The Broadhurst Environmental Landfill has given assurance to the City of Port Wentworth that it has the capacity to accept all MSW disposed of by the City throughout the course of the 10-year planning period. The assurance provided to the City is based on the projected waste totaling 77,443 tons over the next 10 years as calculated in the Waste Disposal Stream Analysis. Included in Appendix B is a letter from Broadhurst Environmental assuring capacity through the 10-year planning period.

## **5.1.5** Contingency Strategy

There are a number of landfills within close proximity to the West Chatham planning area. In the event of a disruption in the current disposal arrangements, the Cities in the West Chatham planning area would need to arrange for temporary disposal at one of these local facilities. In addition to the landfills in Georgia, there are additional facilities in South Carolina that could be utilized if such a situation arises.

The West Chatham jurisdictions anticipate a seamless transition in disposal from the resident's perspective since the City of Port Wentworth or the contracted haulers would still be responsible for collection. Although a transition from the existing disposal facility to a new, temporary facility would take place with the goal of uninterrupted service to customers, information would be posted to each City's website and on the local cable channel to inform residents and businesses about the change in service.

#### **5.1.6** Disaster Debris Management

Although, the Plan's jurisdictions do not currently have a disaster debris management strategy, as addressed in the Collection Element of Section 4, they intend to develop and adopt the GEMA

Debris Management Program. The Program involves developing a plan for potential situations that might otherwise catch the community by surprise.

The GEMA Debris Management Plan will include procedures for debris collection, reduction and disposal and public notification. Waste reduction strategies for diverting material from the waste stream would include procedures for grinding the debris into mulch using the existing city programs (in Bloomingdale and Pooler) or providing it to a wood chip manufacturer under a new arrangement, as the City of Port Wentworth is developing. Alternative debris disposal options will be included in the plan, such as temporary disposal at a local inert landfill (i.e., the Theodore Gordon Inert Landfill in Pooler or the City of Savannah's Dean Forest Road Inert Landfill). The plan jurisdictions may also choose to apply to the State for a burn permit, if this is deemed the most cost effective disposal option based on the volume of disaster debris and the cost of other disposal options. The Debris Management Plan will include public notification of debris collection and disposal procedures such as through the affected city's website, the local newspaper and informational announcements at city hall.

#### 5.2 ASSESSMENT OF DISPOSAL PROGRAMS

The MSW collected from the Cities of Bloomingdale and Port Wentworth is disposed at the Broadhurst Environmental Landfill, which has capacity to manage these Cities' waste disposal needs for the duration of the West Chatham Solid Waste Management Plan. The MSW collected from the City of Pooler is disposed at the Superior Landfill and Recycling Center, which also has capacity to manage the City's waste disposal needs for the duration of the planning period.

Each of the Cities has an adequate program to dispose of yard trimmings. Bloomingdale and Pooler compost their yard trimmings and provide free mulch to residents. Port Wentworth may want to consider offering a similar service or partnering with Chatham County, under an intergovernmental agreement, for this service to divert their yard trimmings from the Savannah Regional Industrial Landfill.

The West Chatham planning area jurisdictions have a strategy to address disposal disruption contingencies and to develop a Plan to dispose of disaster debris, including public notification.

## 5.3 NEEDS & GOALS

The waste disposal goal is to ensure there is sufficient capacity to handle the projected waste for the planning period, 2008 - 2018. To achieve this, the following needs have been identified:

- Collectively work to ensure adequate space is available in landfills used by the jurisdictions in the planning area.
- Produce a formal document (plan) that dictates the contingency strategy to include public notification, in the event that current disposal practices are affected by an unforeseen circumstance.
- Explore the development of an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more of the areas have a disruption in disposal services.

- Evaluate and implement the GEMA Debris Management Plan for disaster planning as a multi-jurisdictional plan for the West Chatham planning area.
- Continue current yard trimmings collections, grinding and mulching programs in Bloomingdale and Pooler.
- Explore the development of an intergovernmental agreement that combines the disposal of yard trimmings from Port Wentworth with another jurisdiction's mulching and composting program to divert yard waste from local landfills.

## 6. LAND LIMITATION ELEMENT

There are a number of different factors that must be considered when selecting a suitable site for development of new or the expansion of existing landfills and/or other waste handling facilities. Demographic factors, land use factors, and environmental factors collectively place limitations and pose challenges with regard to finding an appropriate site.

Sites selected for landfills and other related facilities should not diminish the overall quality of life for residents in a community. These sites should also have a minimal impact on the natural environment. The environmental and land use factors presented in the Land Limitation Element in Section 6 are required to be considered by State law. Some factors specify design requirements while others prohibit the siting of facilities in certain areas.

The Land Limitation Element also includes discussion of local government review to determine permit application consistency with the West Chatham Solid Waste Management Plan. Together, the Land Limitation Element provides guidance to minimize the adverse effects that could result from potential siting of future waste facilities.

#### 6.1 NATURAL & ENVIRONMENTAL LIMITATIONS

This section discusses some of the restrictions with regard to where a solid waste facility can be located within a City based on federal, state, and local policy. Some of the items discussed in this section are illustrated in Figure 4, Sub-Section 6.1.7.

#### **6.1.1** Water Supply Watersheds

"DNR Rule 391-3-16-.01(7)(c)1 requires that at any location within a small water supply watershed, new solid waste landfills must have synthetic liners and leachate collection systems."

None of the jurisdictions in the West Chatham planning area fall within the boundaries of a water supply watershed.

#### 6.1.2 Groundwater Recharge Areas and Significant Groundwater Recharge Areas

"DNR Rule 391-3-16-.02(3)(a) requires that in significant groundwater recharge areas, DNR shall not issue permits for new solid waste landfills not having synthetic liners and leachate collection systems."

"DNR Rule 391-3-4-.05(1)(j) requires new solid waste landfills or expansions of existing facilities within two miles of a significant groundwater recharge areas to have liners and leachate collection systems, with the exception of facilities accepting waste generated from outside the county in which the facility is located. In that case, the facility must be totally outside of any area designated as a significant groundwater recharge area."

None of the jurisdictions in the West Chatham planning area fall within the boundaries of any groundwater recharge areas, significant or not.

#### 6.1.3 Wetlands

"DNR Rule 391-3-16-.03(3)(e) establishes that solid waste landfills may constitute an unacceptable use of a wetland."

"DNR Rule 391-3-4-.05(1)(e) prohibits the development of solid waste landfills in wetlands, as defined by the U. S. Army Corps of Engineers, unless evidence is provided by the applicant to EPD that use of such wetlands has been permitted or otherwise authorized under all other applicable state and federal laws and rules."

The West Chatham planning area contains a total of roughly 19,800 acres of wetlands, which accounts for nearly 43% of the total land area. Applicable DNR rules will be referenced and applicants will be required to obtain a Section 404 Permit prior to getting a Land Disturbance Permit.

#### **6.1.4** River Corridors

"DNR Rule 391-3-16-.04(4)(h) prohibits the development of new solid waste landfills within protected river corridors."

The West Chatham planning area does not contain, nor does it fall within the buffer of any protected river corridors.

#### **6.1.5** Protected Mountains

"DNR Rule 391-3-16-.05(4)(1) prohibits the development of new solid waste landfills in areas designated as protected mountains."

There are no protected mountains in the West Chatham planning area.

## 6.1.6 Floodplains

"DNR Rule 391-3-4-.05(1)(d) stipulates that any solid waste landfill located in the 100-year floodplain shall not restrict the flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, or result in a washout of solid waste so as to pose a threat to human health or the environment."

All applicants proposing development within the 100-year floodplain are required to obtain a Section 404 Permit prior to receiving a Land Disturbance Permit.

# 6.1.7 Fault Zones, Seismic Impact Zones & Unstable Areas

"DNR Rule 391-3-4-.05(1)(f) focuses on fault areas and requires that new landfill units and lateral expansions of existing landfills not be located within 200 feet of a fault that has had a displacement in Holocene time, unless an alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the landfill and will protect human health and the environment."

"DNR Rule 391-3-4-.05(1)(g) prohibits the development of new landfills and lateral expansions of existing landfills in seismic impact zones, unless all landfill containment structures, including

existing landfill liners, leachate collection systems, and surface water control systems, are designed to resist the maximum horizontal acceleration in lithified earth material for the site."

"DNR Rule 391-3-4-.05(1)(h), owners/operators of new landfills, existing landfills and lateral expansions of existing landfills located in an unstable area must demonstrate that engineering measures have been incorporated into the landfill's design to ensure that the integrity of the structural components of the landfill will not be compromised."

An engineer (P.E.) or registered geologist is required to conduct a hydro-geological assessment at the proposed location of any new solid waste disposal facility. The potential for problems to result from development on fault zones, areas susceptible to seismic activity, and unstable ground are evaluated as part of this assessment. The DNR rules for each of these items are included in the above citation.

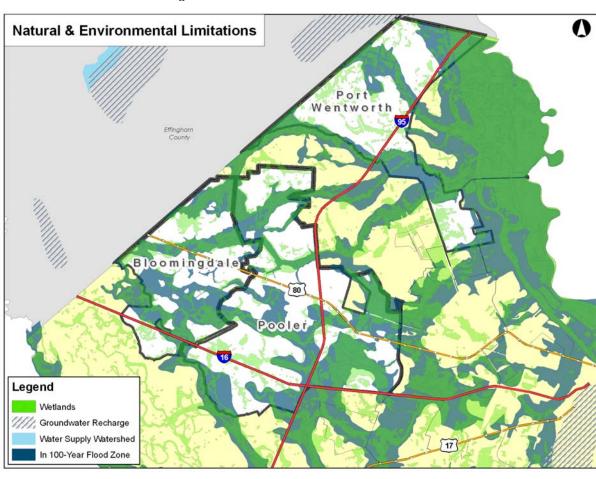


Figure 4. Natural & Environmental Limitations

## 6.2 LAND USE & ZONING LIMITATIONS

This section discusses some of the restrictions with regard to where a solid waste facility can be located within a city based on state, and local policy. Some of the items discussed in this section are illustrated in Figure 5.

## **6.2.1 Zoning Restrictions**

"DNR Rule 391-3-4-.05(1)(a) requires that the site must conform to all local zoning/land use ordinances, and that written verification of such be submitted to EPD."

## **Bloomingdale**

Solid waste disposal will only be permitted in zones PUD, PW, and I-2 if a Conditional Use Permit is granted by the board of appeals (Code of Ordinances, City of Bloomingdale, Georgia; Appendix A, Article V. Zoning District Schedule).

#### **Pooler**

The City of Pooler's current zoning categories do not permit development of MSW, C&D landfills, and transfer stations (Code of Ordinances, City of Pooler, Georgia; Article IV. Zoning Districts, Section 21.I-1 Light Industrial District and Section 22. I-2 Heavy Industrial District).

## Port Wentworth

The City of Port Wentworth's current zoning categories do not permit development of MSW, C&D landfills, and transfer stations (Code of Ordinances, City of Port Wentworth, Georgia; Appendix B. Zoning, Article V Zoned Districts).

#### **6.2.2** National Historic Sites

## Bloomingdale

No nationally listed historic sites are located in the City of Bloomingdale.

#### Pooler

No nationally listed historic sites are located in the City of Pooler.

#### Port Wentworth

The Mulberry Grove Plantation site was added to the National Registry in July of 1975. A number of key events in the early history of Georgia and the U.S. took place at this site. The site has been preserved and is being used as a cultural and educational center, while preserving the natural environment.

MSW landfills are not permitted within 5,708 yards of a National Historic Site. The Mulberry Grove Archeological site is illustrated in Figure 5.

The City of Savannah and Chatham County contain a number of nationally listed sites. None of these sites fall within the 5,708 yard buffer of the West Chatham planning area.

## **6.2.3** Airport Safety

"DNR Rule 391-3-4-.05(1)(c) requires that new solid waste landfill units or lateral expansions of existing units shall not be within 10,000 feet of any public use or private use airport runway end used by turbojet aircraft or within 5,000 feet of any public use or private use airport runway end used by only piston type aircraft."

The Savannah/Hilton Head International Airport in the City of Savannah is centrally located between Pooler and Port Wentworth. As a result, an MSW landfill is not permitted within 10,000 feet from the runways of this facility. Land within the Cities affected by this constraint is illustrated in Figure 5.

#### **6.2.4 Political Subdivisions**

According to the Georgia Comprehensive Solid Waste Management Act, it is prohibited to develop an MSW landfill within one-half mile of an adjacent county's border without the approval of the governing authority. The Cities of Bloomingdale and Port Wentworth border Effingham County to the north of their city limits. As a result, approximately 3,950 acres or 6.2 square miles of land in the Cities are affected by this law.

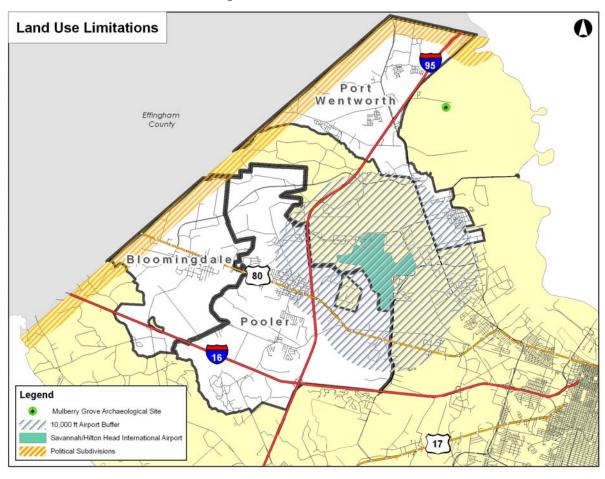


Figure 5. Land Use Limitations

Note that Figure 5 illustrates the Mulberry Grove National Historic Site, the buffer around the Savannah / Hilton Head International Airport and the buffer for the political boundaries of Effingham County. It does not illustrate the plan jurisdictions' zoning constraints. Solid waste handling facilities are prohibited in all zoning classifications in the Cities of Pooler and Port Wentworth and are prohibited without a conditional use permit for PUD, PW, and I-2 zone classifications in the City of Bloomingdale.

#### 6.3 ASSESSMENT OF LAND LIMITATIONS

Table 18 shows the natural / environmental and land use factors, required by state law to be considered, that affect the West Chatham planning jurisdictions. Some factors specify design requirements while others prohibit the siting of new facilities or the expansion of existing facilities in certain areas; these considerations are noted in Table 18. Potential future applications for a permit to site a new or an expansion of an existing solid waste facility must address these land limitations.

	Bloomingdale	Pooler	Port Wentworth		
Wetlands & Floodplains	Prohibited without 404 Permit	Prohibited without 404 Permit	Prohibited without 404 Permit		
Fault & Seismic Zones / Unstable Areas	Prohibitions and Design Restrictions – Requires a Hydro-Geological Assessment	Prohibitions and Design Restrictions – Requires a Hydro-Geological Assessment	Prohibitions and Design Restrictions – Requires a Hydro-Geological Assessment		
Zoning	Prohibited without Conditional Use Permit	Prohibited	Prohibited		
National Historic Sites	N/A	N/A	Design Restriction – Buffer Required		
Airport Safety	N/A	Design Restriction – Buffer Required	Design Restriction – Buffer Required		
Political Subdivisions	Design Restriction without Approval	N/A	Design Restriction without Approval		

Table 18. Natural / Environmental & Land Use Limitation Factors

It should be noted, while current zoning classifications may prohibit or limit development of solid waste facilities, the possibility of granting a variance exists. As a result, it is important for decision makers to consider land uses and environmental conditions when reviewing the proposed locations of solid waste facilities.

#### 6.4 PLAN CONSISTENCY

Prior to the EPD issuing a renewal permit or a permit for a new solid waste handling facility or the expansion of an existing solid waste facility, the permit application must be consistent with the local government solid waste management plan. Each City in the planning area will use the following to determine if a proposed facility or facility expansion is consistent with the West Chatham Solid Waste Management Plan, as well as the community vision as defined in their Comprehensive Plan.

It will be the responsibility of the site owner/operator or permit applicant to submit a written document to the City in which the proposed facility or facility expansion is located 60 days prior to filing for a solid waste handling permit. In short, the document must address: (1) how the proposed facility or facility expansion meets the goals and objectives identified in the West Chatham Solid Waste Management Plan; and (2) the impact the facility will have on the community. These items and the other requirements are listed below.

- 1. Any proposed facility or facility expansion shall meet the goals identified in the West Chatham Solid Waste Management Plan, specifically the impact on recycling, collection, disposal, and the per capita waste disposal reduction goal.
- 2. Any proposed facility or facility expansion and its operations plan shall document its impact on the community in the following areas and objectives:
  - a. <u>Transportation</u>. The impact to vehicle traffic and public safety around the proposed facility or facility expansion and throughout the City shall not reduce the level of service by more than one letter for all roadways and intersections within 2,000 feet (without improvements).
  - b. <u>Natural & Cultural Resources</u>. The impact of the facility to natural and cultural resources in the City shall be addressed according to previously stated requirements and objectives. Impacts to natural and cultural resources in the City not covered in the previously stated requirements and objections shall be minimized to the greatest extent practicable.
  - c. <u>Rates.</u> The impact to residential and commercial solid waste management rates shall not cause an increase in collection or disposal rates.
  - d. <u>Current Solid Waste Management Facilities</u>. The waste stream, waste reduction and financial impact to public and private solid waste management facilities, including recycling facilities and programs, currently being used by the plan jurisdictions shall be addressed.
- 3. Any proposed facility shall provide financial assurance to address potential environmental issues.
- 4. Any proposed facility shall meet the geographic site limitations defined in the West Chatham Solid Waste Management Plan.
- 5. Any proposed facility shall be an allowable use based on existing zoning.

The given jurisdiction's City Council will hold at least one public hearing on the proposed facility to get feedback from City residents. The public will be notified of the public hearing per the standard city policy on public notification – an announcement will be placed in the legal organ, posted on the affected city's website and placed at city hall at least 14 business days prior to the public hearing. Based on the results of the initial public hearing, the City Council can decide whether additional public meetings and involvement opportunities are necessary. Public notification of additional public meetings will follow the same procedure as for the initial public hearing. Following the public hearing, and meeting(s) if necessary, the City Council will

evaluate the proposed facility and all related documentation for consistency with the West Chatham Solid Waste Management Plan and goals established in the Comprehensive Plan. The applicant will be notified within 30 days regarding the status of the consistency evaluation. The City Council will determine that the proposed facility or facility expansion is consistent or inconsistent with the West Chatham Solid Waste Management Plan. The applicant will have the opportunity to address any inconsistencies and resubmit the application to City Council for review. Once a proposed facility is considered acceptable by the City, the Council will issue a letter to the applicant stating the facility is consistent with the West Chatham Solid Waste Management Plan.

#### 6.5 NEEDS & GOALS

The land limitation goal is to ensure that the development of any type of waste handling facility is done in a manner that does not compromise public health and the environment. To achieve this, the following needs have been identified:

- Ensure potential new facilities or facility expansions are sited and operated in a manner that is consistent with the West Chatham Solid Waste Management Plan.
- Update and maintain maps with regard to the identified environmental, land use, and zoning limitations.
- Evaluate and revise City zoning ordinances to ensure desires of community are expressly protected, consistency with West Chatham Solid Waste Management Plan and consistency among City zoning ordinances to support regional goals.

# 7. EDUCATION & PUBLIC INVOLVEMENT ELEMENT

The pubic must be educated and involved in solid waste efforts for the local government plans and programs to succeed. Public education and involvement is a key factor in ensuring that collection and disposal services meet community needs and expectations. It is critical for the success of recycling programs that accomplish waste reduction goals. Public education and involvement is also an integral part of efforts to prevent littering and illegal dumping.

## 7.1 INVENTORY OF PUBLIC EDUCATION & INVOLVEMENT

Table 19 describes the public education and involvement programs available in the West Chatham plan jurisdictions. It includes the responsible entity and frequency of program.

Table 19. Public Education & Involvement Programs

Type of Program	Description	Responsible Party / Organization	Schedule / Frequency
	Bloomingdale		
Great American Cleanup	This month-long event asks residents to volunteer to pick up trash in their neighborhoods and other places around the City.	Keep Bloomingdale Beautiful & City Staff	Annual
E-Recycling	Annual event that consists of the collection and recycling of electronics from businesses and households within the community.	Chatham County	Annual
Bring One for the Chipper	This is a Christmas tree recycling program. Trees are mulched and the mulch is given to City residents and/or used at City properties. Residents who bring their Christmas tree receive a free sapling.	Public Works	Annual
Recycle Rama Amnesty Day for Household Hazardous Materials	Materials accepted include paint, used oil, batteries, old computers, Goodwill items, cans, glass, aluminum, cell phones, newspaper, etc., which are recycled or disposed of properly. The event is promoted through: television, radio, local newspaper, billboards, websites, newsletters and posters.	City of Savannah, Chatham County & Community Partners	Annual
Earth Day	Environmental education event about water quality protection, wildlife and habitat conservation, waste recycling, and many other environmental efforts that are taking place in Chatham County and nearby areas.	City of Savannah	Annual
Keep Bloomingdale Beautiful and Blooming Campaign	Campaign that incorporates a number of recycling, trash removal and tree planting events.	City Staff	Ongoing
Fact Sheet for New Residents	Fact Sheets provide information to new City residents about City services, waste reduction, upcoming events, recycling programs, yard trimming pickup, litter prevention, illegal dumping, etc.	City Staff	Ongoing

Type of Program	Description	Responsible Party / Organization	Schedule / Frequency
Website	The City's website contains information about trash collection, recycling, yard trimming pickup, and other services offered by the City.	City Staff	Ongoing
Informational Brochures	Brochures provide information about City services, waste reduction, upcoming events, recycling programs, yard trimming pickup, litter prevention, illegal dumping, etc.	City Staff	Ongoing
Newspaper	Periodic articles in local publications educate residents about recycling, source reduction, and other programs related to waste reduction.	Savannah Morning News & The Spirit	Periodically
	Pooler		
Elementary School Program	Collect milk cartons and office paper for bi-weekly recycling; annual recycling of telephone book recycling; annual participation in E-Recycling and Bring One for the Chipper (in return for seedlings); cell phone collection for redistribution to senior citizens	City Staff	Varies
Website	The City's website contains information about trash collection, recycling, yard trimming pickup, and other services offered by the City.	City Staff	Ongoing
Newsletter	Articles provide information about City services, waste reduction, upcoming events, recycling programs, yard trimming pickup, litter prevention, illegal dumping, etc.	City Staff	Quarterly
Council Meeting Announcements / Reports	Status reports are given at each Council meeting to educate residents about current waste reduction efforts and projects in the City.	City Staff	At Each Meeting
Recycling Center	The Recycling Center provides a location for residents to drop off recyclables, yard trimmings, and bulk items.	City Staff	Ongoing
E-Recycling	Annual event that consists of the collection and recycling of electronics from businesses and households within the community.	Chatham County	Annual
Utility Bill Inserts	Inserts put into utility bills that educate residents about littering, illegal dumping, and other solid waste related issues.	City Staff	Ongoing
Bring One for the Chipper	This is a Christmas tree recycling program. Trees are mulched and the mulch is given to City residents and/or used at City properties. Residents who bring their Christmas tree receive a free sapling.	Public Works	Annual
Recycle Rama Amnesty Day for Household Hazardous Materials	Materials accepted include paint, used oil, batteries, old computers, Goodwill items, cans, glass, aluminum, cell phones, newspaper, etc., which are recycled or disposed of properly. The event is promoted through: television, radio, local newspaper, billboards, websites, newsletters and posters.	City of Savannah, Chatham County & Community Partners	Annual
Earth Day	Environmental education event about water quality protection, wildlife and habitat conservation, waste recycling, and many other environmental efforts that are taking place in Chatham County and nearby areas.	City of Savannah	Annual
Newspaper	Periodic articles in local publications educate residents about recycling, source reduction, and other programs related to waste reduction.	Savannah Morning News & The Spirit	Periodically

## **Utility Bill Inserts Door Hangers** Adopt-A-Road E-Recycling Recycle Rama Amnesty Day for Household Hazardous Materials and posters. **Partners** Environmental education event about water quality protection, wildlife and habitat conservation, waste City of Earth Day Annual recycling, and many other environmental efforts that are Savannah taking place in Chatham County and nearby areas. Periodic articles in local publications educate residents Savannah Morning News Newspaper about recycling, source reduction, and other programs Periodically related to waste reduction. & The Spirit 7.2 ASSESSMENT OF PUBLIC EDUCATION & INVOLVEMENT

The West Chatham Plan jurisdictions' education programs provide a good foundation for public education and involvement but there is room for improvement. The cities do a fair job of sponsoring or participating in a variety of educational programs. The programs involve a diversity of mechanisms (internet, newspaper, television, radio, etc.) to reach a broad spectrum of the public (children and adults) and provide rich opportunities for public involvement in waste reduction, recycling and actual clean-ups.

The public education and involvement programs, however, do not adequately involve or target the business sector and waste reduction gains could be made by involving this group. Likewise, home composting education programs could help realize waste reduction goals. In addition, the public education and involvement programs could be strengthened by tracking program impacts to better focus on effective messages, audiences and delivery mechanisms. The existing education and public involvement programs are adequate to some degree but could be strengthened.

#### 7.3 NEEDS & GOALS

The education and public involvement goal is to inform residents of services related to reduction, recycling, and collection of waste. The West Chatham Solid Waste Management Plan education and public involvement programs are working well but have the following needs:

- Continue the current education and public involvement activities and programs.
- Expand education and involvement programs for business and industry to target waste reduction efforts in this sector.
- Develop home composting education program to encourage diversion of yard trimmings and organics in Bloomingdale and Port Wentworth.
- Better track education program impacts by documenting target, audiences, number of
  participants per year and measurable gains in waste diversion, reduction, participation,
  awareness or other relevant factors.
- Continue to work with non-profit groups and organizations like Keep Bloomingdale Beautiful, Water First Cities, Tree City USA, and Clean Water Campaign to educate and involve residents in waste management topics.

# 8. IMPLEMENTATION STRATEGY

## 8.1 SUMMARY OF NEEDS & GOALS

The needs and goals identified in the Waste Reduction, Collection, Disposal, Land Limitations, and Public Education & Involvement Elements are summarized in Table 20.

Table 20. Summary of Needs & Goals

	Waste Reduction
Goal	Achieve a 10% per capita waste disposal reduction goal over the planning period, 2008 – 2018
Needs	<ul> <li>Work with haulers to track and keep a better record of waste being generated in each City.</li> <li>Promote and advertise current programs related to recycling, yard trimmings, and composting.</li> <li>Encourage source reduction through continued public and increased business education.</li> <li>Encourage diversion of yard trimmings and organics through home composting education.</li> <li>Continue to financially support and maintain existing recycling and drop-off locations.</li> <li>Continue the office paper recycling program in Bloomingdale and Pooler.</li> <li>Pursue grants related to solid waste reduction by applying for the GEFA recycling and waste reduction grant.</li> <li>Explore purchasing composting bins or continue current composting programs.</li> <li>Expand available drop-off locations for recyclables and/or bulk items.</li> <li>Explore potential for recycling bins to be placed at the Public Works sites in Pooler and Port Wentworth.</li> <li>Explore the economic feasibility and impact of curbside recycling collections for residents and businesses by taking advantage of regional recycling opportunities.</li> <li>Request the Department of Community Affairs to provide a regional single stream recycling hub workshop to learn more about how the Cities can provide cost-effective recycling services.</li> <li>Issue RFP to regional recycling vendors to compare costs and determine service levels for curbside recycling.</li> <li>Consider entering a West Chatham planning area service area comprised of all planning jurisdictions when issuing the RFP to determine the most cost effective curbside recycling collection options.</li> </ul>
	Collection
Goal	Provide consistent and efficient collection services in all jurisdictions
Needs	<ul> <li>Work with private haulers for the Cities of Bloomingdale and Pooler to ensure reliable and efficient collection.</li> <li>Ensure the continuance of reliable and efficient collection in Port Wentworth.</li> <li>Develop and/or enforce reporting requirements for haulers contracted by the Cities of Bloomingdale and Pooler to better track quantities of waste collected within the City.</li> <li>Develop and enforce reporting requirements for waste collected in Port Wentworth.</li> <li>Continue current litter and illegal dumping clean-up activities and programs.</li> <li>Continue to enforce the litter, illegal dumping and junk car ordinances.</li> <li>Evaluate and revise City solid waste, litter, illegal dumping and junk car ordinances to ensure desires of community are expressly protected, consistency with West Chatham Solid Waste Management Plan, consistency among City zoning ordinances to support regional goals and to ensure penalties are consistent in meeting City goals.</li> <li>Evaluate and implement the GEMA Debris Management Plan for disaster planning as a multijurisdictional plan for the West Chatham planning area.</li> <li>Develop an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in collection services.</li> <li>Explore the potential for all jurisdictions to combine collection efforts for the West Chatham planning area.</li> </ul>

Disposal											
Goal	Ensure there is sufficient capacity to handle the projected waste for the planning period, 2008 – 2018										
Needs	<ul> <li>Collectively work to ensure adequate space is available in landfills used by the jurisdictions in the planning area.</li> <li>Produce a formal document (plan) that dictates the contingency strategy in the event that current disposal practices are affected by an unforeseen circumstance including public notification.</li> <li>Explore the development of an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in disposal services.</li> <li>Evaluate and implement the GEMA Debris Management Plan for disaster planning as a multijurisdictional plan for the West Chatham planning area.</li> <li>Continue current yard trimmings collections, grinding and mulching programs in Bloomingdale and Pooler.</li> <li>Explore the development of an intergovernmental agreement that combines the disposal of yard trimmings from Port Wentworth with another plan jurisdiction's mulching and composting program to divert yard waste from local landfills.</li> </ul>										
Land Limitation											
Goal	Ensure that the development of any type of waste handling facility is done in a manner that does not compromise public health and the environment										
Needs	<ul> <li>Ensure potential new facilities or facility expansions are sited and operated in a manner that is consistent with the West Chatham Solid Waste Management Plan.</li> <li>Update and maintain maps with regard to the identified environmental, land use, and zoning limitations.</li> <li>Evaluate and revise City zoning ordinances to ensure desires of community are expressly protected, consistency with West Chatham Solid Waste Management Plan and consistency among City zoning ordinances to support regional goals.</li> </ul>										
Education & Public Involvement											
Goal	Inform residents of services related to reduction, recycling, and collection of waste										
Needs	<ul> <li>Continue the current education and public involvement activities and programs.</li> <li>Expand education and involvement programs for business and industry to target waste reduction efforts in this sector.</li> <li>Develop home composting education program to encourage diversion of yard trimmings and organics in Bloomingdale and Port Wentworth.</li> <li>Better track education program impacts by documenting target, audiences, number of participants per year and measurable gains in waste diversion, reduction, participation, awareness or other relevant factors.</li> <li>Work with non-profit groups and organizations like Keep Bloomingdale Beautiful, Water First Cities, Tree City USA, and Clean Water Campaign to educate and involve residents in waste management topics.</li> </ul>										

## 8.2 IMPLEMENTATION STRATEGY

This section identifies the specific tasks/activities, timeframe for implementation, responsible party, estimated costs and funding source for the items identified in this report. The short-term work program is defined as the first five years of the implementation strategy and is designed to ensure that each city moves forward with the goals and more specifically, the projects identified in this plan. The short-term work program will be submitted to the DCA every five years to demonstrate that the City has implemented the tasks outlined next.

Table 21. Bloomingdale Implementation Strategy

Bloomingdale  Bloomingdale														
	,	Year				_		Tak	es F	lace	,	*		<u>a</u>
Project		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost	Funding Sources	Responsible Party
Waste Reduction														
Promote and advertise current programs related to recycling, yard trimmings, and composting.		Х	Х	Х	Х	Х	Х	Х	х	Х	Х	\$500	General Fund	Bloomingdale
Continue to financially support and maintain existing recycling and drop-off locations.		Х	Х	Χ	Х	Х	Х	X	Х	Χ	Χ	\$1,000	General Fund	Bloomingdale
Continue the office paper recycling program.		Х	Χ	Χ	Х	Х	Х	Х	Х	Х	Χ	N/A	General Fund	Bloomingdale
Pursue grants related to solid waste reduction by applying for the GEFA recycling and waste reduction grant.		Х	X	Х	Х	Х	Х	Х	Х	Х	X	\$500	General Fund	Bloomingdale
Explore purchasing composting bins.				Χ								\$1,000	General Fund	Bloomingdale
Expand available drop-off locations for recyclables and/or bulk items.						Χ						\$5,000	General Fund	Bloomingdale
Explore the economic feasibility and impact of curbside recycling collections for residents and businesses by taking advantage of regional recycling opportunities.			X									N/A	General Fund	Bloomingdale
Request the Department of Community Affairs to provide a regional single stream recycling hub workshop to learn more about how the Cities can provide cost-effective recycling services.		X	X	х	Х	X	Х	Х	х	X	X	N/A	General Fund	Bloomingdale
Issue a RFP to regional recycling vendors to compare costs and determine service levels for curbside recycling.			Х									\$500	General Fund	Bloomingdale
Consider entering a West Chatham planning area service area comprised of all planning jurisdictions when issuing the RFP to determine the most cost effective curbside recycling collection options.				х								\$1,000	General Fund	Bloomingdale
Waste Collection														
Work with private haulers to ensure reliable and efficient collection.	Х	Х	Х	Χ	Х	Χ	Χ	Χ	Х	Х	Х	N/A	General Fund	Bloomingdale
Develop and enforce reporting requirements for contracted haulers to better track quantities of waste collected.		Х										N/A	General Fund	Bloomingdale
Continue current litter and illegal dumping clean-up activities and programs.		Х	Х	Χ	X	Χ	Χ	Χ	Х	Х	Х	\$100	General Fund	Bloomingdale
Continue to enforce the litter, illegal dumping and junk car ordinances.		Х	Χ	Χ	Х	X	Х	Χ	Х	X	X	N/A	General Fund	Bloomingdale
Evaluate and revise City solid waste, litter, illegal dumping and junk car ordinances to ensure desires of community are expressly protected, consistency with West Chatham Solid Waste Management Plan, consistency among City zoning ordinances to support regional goals and to ensure penalties are consistent in meeting City goals.	х	х	X	X	х	X	х	X	х	X	X	N/A	General Fund	Bloomingdale

Bloomingdale  Years Program / Activity Takes Place *														
	,	Year	s Pr	ogra	am /	Acti	vity	Tak	es P	Place	)	*		ole
Project	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost Estimate	Funding Sources	Responsible Party
Evaluate and implement the GEMA Debris Management Plan for disaster planning as a multi-jurisdictional plan for the West Chatham planning area.					х	X	Х	Х	X	Х	Х	N/A	General Fund	Bloomingdale
Develop an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in collection services.					Х							N/A	General Fund	Bloomingdale
Explore the potential for all jurisdictions to combine collection efforts for the West Chatham planning area.		Х										N/A	General Fund	Bloomingdale
			٧	Vast	e Di	spos	sal							
Collectively work to ensure adequate space is available in landfills used by the jurisdictions in the planning area.					х							N/A	General Fund	Bloomingdale
Produce a formal document (plan) that dictates the contingency strategy in the event that current disposal practices are affected by an unforeseen circumstance including public notification.					х							\$100	General Fund	Bloomingdale
Explore the development of an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in disposal services.					х		Х		X		Х	\$100	General Fund	Bloomingdale
Continue current yard trimmings collections, grinding and mulching program.	Х	Х	X	Х	Х	Х	Х	Х	Х	Х	Х	N/A	General Fund	Bloomingdale
			La	and	Limi	tatio	ons							
Ensure potential new facilities or facility expansions are sited and operated in a manner that is consistent with the West Chatham Solid Waste Management Plan.	х	X	X	Х	х	X	Х	Х	X	Х	Х	N/A	General Fund	Bloomingdale
Update and maintain maps with regard to the identified environmental, land use, and zoning limitations.	Х	Х	Х	Х	х	Х	X	Х	Х	Х	Х	N/A	General Fund	Bloomingdale
Evaluate and revise City zoning ordinances to ensure desires of community are expressly protected, consistency with West Chatham Solid Waste Management Plan and consistency among City zoning ordinances to support regional goals.	х	X	Х	х	х	X	х	х	X	х	х	\$100	General Fund	Bloomingdale
	Р	ubli	c Ed	luca	tion	& In	vol	/eme	ent	ı	ı		ſ	
Continue the current education and public involvement activities and programs.	Х	Х	X	Х	Х	Х	X	Х	Х	Х	Х	\$100	General Fund	Bloomingdale
Expand education and involvement programs for business and industry to target waste reduction efforts in this sector.								Х				\$100	General Fund	Bloomingdale
Develop home composting education program to encourage diversion of yard trimmings and organics.					Х	Х	Х	Х	Х	Х	Х	\$100	General Fund	Bloomingdale
Better track education program impacts by documenting target, audiences, number of participants per year and measurable gains in waste diversion, reduction, participation, awareness or other relevant factors.			Х	Х	х	х	Х	х	х	х	х	\$100	General Fund	Bloomingdale

West Chatham

Solid Waste Management Plan

Bloomingdale														
	,	Year	s Pr	ogra	am /	Acti	ivity	Tak	•	*		e Se		
Project	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost	Funding	Responsible Party
Work with non-profit groups like Keep Bloomingdale Beautiful and Clean Water Campaign to educate and involve residents in waste management topics.	х	Х	X	Х	Х	X	Х	Х	Х	Х	Х	N/A	General Fund	Bloomingdale

<sup>\*</sup> Activities for which the cost estimate involves staff time as part of a position's total duties or that do not involve additional direct expenditures because it is coupled with an existing activity may be indicated as N/A.

Table 22. Pooler Implementation Strategy

Pooler														
		Yea	rs Pı				ivity	Tak	es P	lace		*		<u>e</u>
Project	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost Estimate	Funding Sources	Responsible Party
Waste Reduction														
Promote and advertise current programs related to recycling, yard trimmings, and composting.	х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	N/A	Parks & Trees	Pooler
Continue to financially support and maintain existing Recycling Center and drop-off locations.	х	х	Х	х	х	Х	Х	Х	Х	х	х	\$50,000/yr	Parks & Trees	Pooler
Continue the office paper recycling program.	Х	Х	Х	Х	Х	Х	Х	Χ	X	Х	Х	N/A	Parks & Trees	Pooler
Pursue grants related to solid waste reduction by applying for the GEFA recycling and waste reduction grant.							х					N/A	Admin.	Pooler
Continue composting program and services.	Х	Х	Х	Х	Х	Х	Х	Х	X	Х	Х	N/A	Parks & Trees	Pooler
Maintain recycling bins at Public Works site.	Х	Х	Х	Х	Х	Х	Х	Х	X	Х	Х	N/A	Public Works	Pooler
Explore the economic feasibility and impact of curbside recycling collections for residents and businesses by taking advantage of regional recycling opportunities.		х	х	х	х	х	Х	Х	х	х	х	N/A	Public Works	Pooler
Request the Department of Community Affairs to provide a regional single stream recycling hub workshop to learn more about how the Cities can provide cost-effective recycling services.		х	х	х	х	х	х	х	х	х	х	N/A	Public Works	Pooler
Issue a Request for Proposals (RFP) to regional recycling vendors to compare costs and determine service levels for curbside recycling.			Х									N/A	Public Works	Pooler
Consider entering a West Chatham planning area service area comprised of all planning jurisdictions when issuing the RFP to determine the most cost effective curbside recycling collection options.				х								N/A	Public Works	Pooler
			W	aste	Col	lecti	ion							
Work with private haulers to ensure reliable and efficient collection.	Х	Х	Х	Х	Х	Х	Х	Х	Χ	Х	Х	N/A	Sanitatio n	Pooler
Continue to enforce reporting requirements for contracted haulers to better track quantities of waste collected.	Х	Х	Х	х	Х	Х	Х	X	X	Х	Х	N/A	Sanitatio n	Pooler

Attachment: West Chatham\_SolidWasteManagementPlan\_103108-FINAL (2914: Landfill Permit Consistency Determination)

		Yea	s Pı	ogra	am /	Acti	vity	Tak	es P	lace		*	D (0	ble
Project	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost Estimate	Funding Sources	Responsible Party
Continue current litter and illegal dumping clean-up activities and programs.	Х	Х	Χ	Х	Х	Х	Х	Х	Х	Х	Х	\$10,000/yr	Parks & Trees	Pooler
Continue to enforce the litter, illegal dumping and junk car ordinances.	Х	Х	Χ	Х	Х	Х	Х	Х	Х	Х	Х	N/A	Inspectio ns	Pooler
Evaluate and revise City solid waste, litter, illegal dumping and junk car ordinances to ensure desires of community are expressly protected, consistency with West Chatham Solid Waste Management Plan, consistency among City zoning ordinances to support regional goals and to ensure penalties are consistent in meeting City goals.		X										N/A	Admin.	Pooler
Evaluate and implement the GEMA Debris Management Plan for disaster planning as a multi-jurisdictional plan for the West Chatham planning area.					Х	Х	Х	Х	Х	Х	Х	N/A	Public Works	Pooler
Develop an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in collection services.					Х							N/A	Public Works	Pooler
Explore the potential for all jurisdictions to combine collection efforts for the West Chatham planning area.		Х										N/A	Public Works	Pooler
Waste Disposal  Collectively work to ensure adequate space														
Collectively work to ensure adequate space is available in landfills used by the jurisdictions in the planning area.	Х	Х	X	Х	Х	X	Х	Х	Х	Х	X	N/A	Public Works	Pooler
Produce a formal document (plan) that dictates the contingency strategy in the event that current disposal practices are affected by an unforeseen circumstance including public notification.					X							N/A	Public Works	Pooler
Explore the development of an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in disposal services.					Х		Х		X		X	N/A	Public Works	Pooler
Continue current yard trimmings collections, grinding and mulching program.	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	N/A	Public Works	Pooler
			La	and	Limi	tatio	ns							
Ensure potential new facilities or facility expansions are sited and operated in a manner that is consistent with the West Chatham Solid Waste Management Plan.	х	Х	Х	Х	Х	Х	х	Х	Х	Х	Х	N/A	Public Works	Pooler
Update and maintain maps with regard to the identified environmental, land use, and zoning limitations.	х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	N/A	Public Works	Pooler
Evaluate and revise City zoning ordinances to ensure desires of community are expressly protected, consistency with West Chatham Solid Waste Management Plan and consistency among City zoning ordinances to support regional goals.		x										N/A	Admin.	Pooler
	P	ubli	c Ed	uca	tion	& In	volv	eme	nt				ı	
Continue the current education and public involvement activities and programs.	Х	Χ	X	X	X	Χ	X	X	X	X	Χ	\$16,000/yr	Public Works	Pooler

Pooler														
		Yea	rs Pr	ogra	am /	Acti	vity	Tak	es P	lace		*		ole
Project	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost	Funding Sources	Responsible Party
Expand education and involvement programs for business and industry to target waste reduction efforts in this sector.			Х	Х	Х	Х	Х	х	Х	Х	Х	\$2,000/yr	Public Works	Pooler
Better track education program impacts by documenting target, audiences, number of participants per year and measurable gains in waste diversion, reduction, participation, awareness or other relevant factors.	х	х	Х	X	Х	Х	Х	х	х	Х	х	N/A	Public Works	Pooler
Work with non-profit groups and organizations like Clean Water Campaign, Water First Cities and Tree City USA to educate and involve residents in waste management topics.	х	х	Х	Х	х	х	х	х	Х	х	х	N/A	Public Works	Pooler

<sup>\*</sup> Activities for which the cost estimate involves staff time as part of a position's total duties or that do not involve additional direct expenditures because it is coupled with an existing activity may be indicated as N/A.

Table 23. Port Wentworth Implementation Strategy

			Р	ort \	Wen	two	th					-		
		Yea	rs Pı	ogr	am /	Act	ivity	Tak	es P	lace	!	*		ele Se
Project	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost Estimate *	Funding Sources	Responsible Party
			W	aste	Red	duct	ion							
Promote and advertise current programs related to recycling, yard trimmings, and composting.	Х	Х	X	X	Х	Х	Х	Х	Х	Х	Х	N/A	General Fund	Port Wentworth
Maintain existing private recycling drop-off locations and work with private companies to expand existing drop off service.	Х	Х	X	Х	Х	Х	Х	Х	Х	Х	Х	N/A	General Fund	Port Wentworth
Start an office paper recycling program.		Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	N/A	General Fund	Port Wentworth
Pursue grants related to solid waste reduction by applying for the GEFA recycling and waste reduction grant.		Х										N/A	General Fund	Port Wentworth
Expand available drop-off locations for recyclables and/or bulk items.			Х									Private Sector	N/A	Port Wentworth
Explore potential for recycling bins to be placed at City property locations.	Х	Х	Х	Х	х	Х	Х	Х	х	Х	Х	N/A	General Fund	Port Wentworth
Explore the economic feasibility and impact of curbside recycling collections for residents and businesses by taking advantage of regional recycling opportunities.			Х									N/A	General Fund	Port Wentworth
Request the Department of Community Affairs to provide a regional single stream recycling hub workshop to learn more about how the Cities can provide cost-effective recycling services.			X									N/A	General Fund	Port Wentworth
Issue a Request for Proposals (RFP) to regional recycling vendors to compare costs and determine service levels for curbside recycling.			Х									N/A	General Fund	Port Wentworth

			P	ort \	Wen	two	th							
		Yea	rs Pı	rogra	am /	Acti	vity	Tak	es P	lace		*	70.00	ple
Project	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost Estimate *	Funding	Responsible Party
Consider entering a West Chatham planning area service area comprised of all planning jurisdictions when issuing the RFP to determine the most cost effective curbside recycling collection options.				х								N/A	General Fund	Port Wentworth
			W	aste	Col	lecti	on							
Ensure the continuance of reliable and efficient residential collections.	Х	Х	Х	Х	X	Х	Χ	Χ	X	X	Х	N/A	General Fund	Port Wentworth
Annually evaluate the fiscal feasibility of providing household MSW collection service versus privatization and/or free market approach.	Х	х	Х	Х	X	Х	X	X	X	X	X	N/A	General Fund	Port Wentworth
Ensure the continuance of reliable and efficient commercial collections by private haulers.	Х	х	х	х	Х	х	X	Х	Х	Х	Х	\$125,000	General Fund	Port Wentworth
Develop and enforce reporting requirements for waste collected by the City.	Х	Х	Х	Х	Х	Х	X	Х	Х	Х	Х	N/A	General Fund	Port Wentworth
Develop and enforce reporting requirements for waste collected by private haulers.	Х	Х	х	Х	Х	х	Х	Х	Х	Х	Х	N/A	General Fund	Port Wentworth
Continue current litter and illegal dumping clean-up activities and programs.	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	\$20,000	General Fund	Port Wentworth
Continue to enforce the litter, illegal dumping and junk car ordinances.	Х	Х	Х	Х	X	Х	X	X	X	X	X	\$50,000	General Fund	Port Wentworth
Evaluate and revise City solid waste, litter, illegal dumping and junk car ordinances to ensure that solid waste facility siting decisions meet the desires of the community, are consistent with the West Chatham Solid Waste Management Plan and to ensure penalties are consistent in meeting City goals.	X	х	х	х	X	х	X	X	X	X	X	N/A	General Fund	Port Wentworth
Evaluate and implement the GEMA Debris Management Plan for disaster planning as a multi-jurisdictional plan for the West Chatham planning area.					Х	х	Х	Х	Х	Х	Х	N/A	General Fund	Port Wentworth
Develop an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in collection services.					Х							N/A	General Fund	Port Wentworth
Explore the potential for all jurisdictions to combine collection efforts for the West Chatham planning area.		Х										N/A	General Fund	Port Wentworth
			٧	Vast	e Di	spos	al							
Work to ensure adequate space is available in landfills used by the jurisdictions in the planning area.	х	Х	х	х	Х	х	X	Х	Х	Х	Х	N/A	General Fund	Port Wentworth
Produce a formal document (plan) that dictates the contingency strategy in the event that current disposal practices are affected by an unforeseen circumstance including public notification.					х							N/A	General Fund	Port Wentworth
Explore the development of an intergovernmental agreement that defines the role of each jurisdiction in the event that one or more area has a disruption in disposal services.					х		X		х		х	N/A	General Fund	Port Wentworth

			Р	ort \	Wen	two	th							
		Yea	rs Pı	rogra	am /	Acti	vity	Tak	es P	lace	)	*	- m	ple
Project	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Cost	Funding Sources	Responsible Party
Continue the current yard trimming collections program and explore the feasibility of disposing this debris by supplying it to a private wood chip manufacturer developing biofuels for energy production.	х	x	X	x	X	X	X	X	X	X	X	N/A	General Fund	Port Wentworth
Land Limitations														
Ensure potential new facilities or facility expansions are sited and operated in a manner that is consistent with the West Chatham Solid Waste Management Plan.	Х	х	X	х	Х	х	X	X	Х	Х	Х	N/A	General Fund	Port Wentworth
Update and maintain maps with regard to the identified environmental, land use, and zoning limitations.	Х	х	X	х	X	Х	X	Х	X	Х	Х	N/A	General Fund	Port Wentworth
Evaluate and revise City zoning ordinances to ensure that solid waste facility siting decisions meet the desires of the community, are consistent with the West Chatham Solid Waste Management Plan and to ensure penalties are consistent in meeting City goals.	X	х	Х	Х	Х	Х	Х	X	Х	Х	Х	N/A	General Fund	Port Wentworth
	F	ubli	c Ed	luca	tion	& In	volv	eme	nt					
Continue the current education and public involvement activities and programs.	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	\$10,000	General Fund	Port Wentworth
Expand education and involvement programs for business and industry to target waste reduction efforts in this sector.			Х	Х	Х	Х	Х	Х	Х	Х	Х	< \$5,000	General Fund	Port Wentworth
Develop home composting education program to encourage diversion of yard trimmings and organics.								Х	Х	Х	Х	< \$2,000	General Fund	Port Wentworth
Better track education program impacts by documenting target, audiences, number of participants per year and measurable gains in waste diversion, reduction, participation, awareness or other relevant factors.								X	х	х	х	N/A	General Fund	Port Wentworth
Work with non-profit groups and governmental agencies like Clean Water Campaign to educate and involve residents in waste management topics.	Х	х	Х	х	х	х	х	х	х	х	х	N/A	General Fund	Port Wentworth

<sup>\*</sup> Activities for which the cost estimate involves staff time as part of a position's total duties or that do not involve additional direct expenditures because it is coupled with an existing activity may be indicated as N/A.

#### 8.3 PLAN UPDATES & AMENDMENTS

Each City will review the implementation strategy on an annual basis to ensure the short-term work program is on schedule. The implementation strategy and short-term work program will be updated every few years as necessary to account for unforeseen needs and goals that were not identified in the initial Solid Waste Management Plan.

#### **APPENDIX A: PUBLIC EDUCATION MATERIALS**

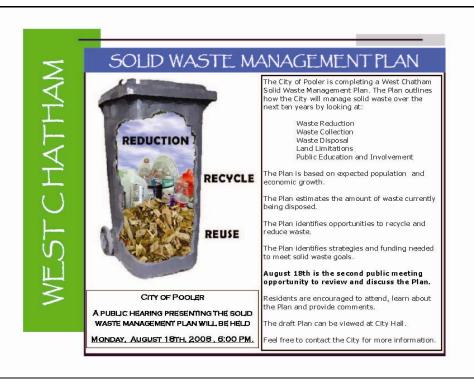
#### CITY OF BLOOMINGDALE HANDOUTS





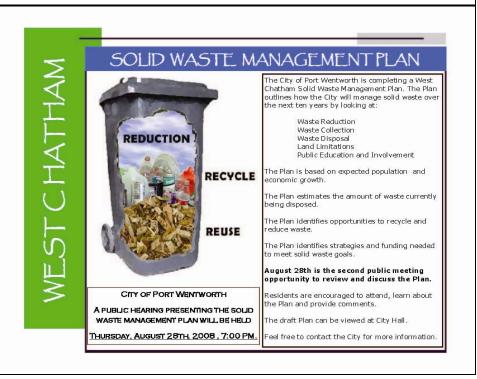
#### **CITY OF POOLER HANDOUTS**





#### CITY OF PORT WENTWORTH HANDOUTS





#### CITY OF BLOOMINGDALE PUBLIC HEARING AGENDAS OR MEETING MINUTES

## **COUNCIL MEETING June 19, 2008**

Mayor Tipton called the meeting to order and Councilman Ray led in prayer. The Mayor introduced David Lock who was running as a candidate for District Attorney. The current District Attorney, Spencer Lawton, will retire at the end of his term on December 31, 2008. Mr. Lock outlined his credentials and stated that he felt he was well qualified for the position. Mr. Lock asked for support from those present at the meeting. Councilman Rawlings presented Kathy and L.B. Davis with a plaque in recognition of their participation in the Keep Bloomingdale Beautiful campaign last year and commended them on their contribution to the campaign by creating such a beautiful yard.

Councilwoman Winn made a motion to approve the minutes of the May 15, 2008 council minutes, Councilman Strozier seconded the motion and it passed with five affirmative votes. Councilman Ray made a motion to approve the agenda of the June 19, 2008 council meeting, Councilman Myrick seconded the motion and it passed with five affirmative votes.

Administrative and committee reports were as follows:

Councilman Strozier reported that the Patriotic Celebration held on Memorial Day was very enjoyable and it took the help of many people to make it such a great success. He thanked Alton Jones for providing the barbeque used for sandwiches by the Bloomingdale Recreation Department who also served some fine hotdogs and hamburgers for the event. Councilman Strozier noted that Bobby Oglesby had provided the flatbed trailer for the stage and the Bloomingdale Volunteer Fire Department was on standby during the fireworks display. The American Legion Post 322 presented a "folding of the flag" demonstration for the audience and explained the significance of each step in the process. Dennis Baxter served as the Master of Ceremonies, Angela Jernigan sang the National Anthem and the other musical entertainment was very enjoyable. Cheryl Haworth, a bronze medal winner in weightlifting in the 2000 Olympics, gave a short speech about growing up in Bloomingdale and how much she enjoyed participating in the sports programs provided through the recreation department. Cheryl will be making her third trip to the Olympics in weightlifting in August, 2008. Councilman Strozier extended a special thank you to Councilwoman Winn for her assistance in organizing this year's event and stated that she had helped to provide the pony rides and moonwalk for the children.

Mayor Tipton stated that City Administrator Brady was reviewing methods for determining the user fees needed to provide fire protection services to our citizens. The Mayor stated that he would be appointing a committee to start working on plans for a new fire station. Mayor Tipton reported that the Bloomingdale Elementary School had achieved recognition for having a -0- turnover in teachers in the last year and he felt it was due to the excellent leadership provided by Principal John King.

The Mayor reported that on May 18<sup>th</sup> he had attended services at the Bloomingdale Fellowship Church of God of Prophecy and participated in their Homecoming Services which included some great food and good gospel music. Mayor Tipton stated that Pastor Minter presented him with a plaque for the City that acknowledged their appreciation for the assistance provided to their church during the construction of their building and expressed their pleasure in having their church located in such a wonderful City. Mayor Tipton also noted that the public works department was working on a break room for their workers so they would have a place to enjoy their lunch breaks.

Mayor Tipton stated that several months ago he had announced that property he owns off Pine Barren Road was under contract with AMB Properties, Inc. for possible purchase. Since AMB was involved in a major construction project on property nearby, he felt that he needed to excuse himself from any matters related to that AMB project. However, the property is no longer under contract with AMB and he felt he needed to advise the council and the citizens of this information. The Mayor stated that AMB Properties, Inc. has been very generous in their community promotion by providing funds for the Veterans Memorial.

City Administrator Brady stated that there would be a public hearing held on June 24, 2008 at 6:00pm to receive citizen input on the proposed FY 2008/2009 budget. Administrator Brady reported that a called council meeting would be held on July 1, 2008 at 6:00pm to consider adoption of the proposed budget that will include an increase in garbage rates and the implementation of a user fee for fire protection effective July 1, 2008 and related ordinances.

Mayor Tipton reported that the next part of the meeting would be a public hearing to discuss the update to the City's Solid Waste Management Plan. The Mayor introduced Ed DiTommaso with ISE who explained the purpose of the update was to review current procedures and make necessary adjustments to handle the increasing need for solid waste disposal. Some of the areas addressed in the plan will include waste reduction through recycling efforts, collection and disposal of solid waste and ways to better control illegal dumping. Mr. DiTommaso pointed out that this update is mandated by the state and if a City does not comply with the regulation, they will lose their status as a qualified local government and could face the loss of state funds for numerous projects. Citizen Martin Collins commented that the recycling of glass, plastics and magazines was not readily available to citizens and suggested consideration of this issue in the preparation of the plan. It was noted that if the citizens were willing to pay for the cost of these type services, they could be made available. Mayor Tipton pointed out that if there was some way to provide the recycling services countywide it would probably lower the costs. Mr. DiTommaso reported that another public hearing would be held on Thursday, August 21, 2008 to further discuss the update to the plan.

The remainder of the City of Bloomingdale's City Council Meeting Minutes for June 19, 2008 is not included here.

#### Agenda Council Meeting – August 21, 2008

Call to order/pledge/prayer

A pre-agenda meeting is held at 6:30pm in the conference room. This meeting gives members an opportunity to become familiar with the agenda and is an open meeting.

Approval of minutes of July 17, 2008 council meeting & called meetings of July 24<sup>th</sup>, August 7<sup>th</sup> & August 18th Approval of agenda of August 21, 2008 council meeting

Public Hearing – Presentation & discussion of the Update to the City of Bloomingdale's Solid Waste Management Plan

Administrative & Committee Reports

#### **OLD BUSINESS:**

- 1) Approval of Resolution to Transmit authorizing submission of the Update to the City of Bloomingdale's Solid Waste Management Plan to CGRDC & Georgia DCA
- 2) Bids on surplus items
- 3) Bid on clearing/debris removal of property at Taylor Park

#### **NEW/BUSINESS:**

- 1) Fire Protection User Fees
  - (Note: Ronald Webb & Brantley Webb requested to address council on this issue)
- 2) Little Miracle Day Care Center site plan
- 3) Home occupation request Kenneth Taschner #184 Wallace Drive
- 4) Priority List for submission to DOT for 2009 LARP program
- 5) Engagement letter-Karp, Ronning & Tindol
- 6) Bids for paving work on Douglas Court
- 7) Request for piping existing ditch #407 E. Pine Street
- 8) Pay Request No. 1 J. Hiers Co.
- 9) Appointment to Recreation Executive Board Tori Goodman
- 10) Ordinance requiring inspection of premises by City prior to issuance of occupational license
- 11) Ordinance requiring all consulting fees for any zoning, site plan reviews, etc. be paid by owner/developer
- 12) Ordinance requiring all grinder pumps be installed & maintained by owner
- 13) Ordinance requiring fire protection user fees to be listed as top priority for distribution of payments
- 14) Discuss building on recently acquired property
- 15) Review/approval of proposed building plans for City of Bloomingdale Fire Department

This concludes the items presented for consideration for inclusion on the council agenda prior to the deadline of Friday, August 15, 2008.

Accounts payable – **Need motion**Adjourn – **Need motion** 

## CITY OF POOLER PUBLIC HEARING AGENDAS OR MEETING MINUTES

5:45 p.m. - Public Hearing - to discuss the West Chatham Solid Waste Management Plan

June 16, 2008

6:00 p.m. Pooler City Hall

#### **AGENDA**

Meeting Called to Order Invocation Pledge of Allegiance Approval of minutes of previous meeting as printed

Report from the Standing Committees:

Finance

Public Safety

Street/Drainage/Parks & Trees Water/Sewer

Recreation

Building/Zoning

Councilman Seay

Councilman Allen

Councilman Cowart

Councilman Wall Councilman Royal

Councilwoman Benton

Presentation of 30 year service pin and plaque to Ernest Ponder, Jr., Crew Leader, Parks & Trees Department

Jerry Rothschild, Candidate for District Attorney

John Morgan of AMB Corporation in regards to update on traffic signal

Proclamation regarding "Kerry Elizabeth Coursey Day", Principal at West Chatham Middle School

#### **OLD BUSINESS**

#### **NEW BUSINESS**

- Approval of recombination plat of Lot 6, future development tract and common area within the Dean Forest Business Park
- 2. Approval of site plan for JCB Service Center
- Approval of sketch plan for seven (7) professional offices on Lot 11, Godley Station Blvd South
- Approval of final plat to subdivide Parcel "A-1" located behind Brighton Woods Subdivision into Lots "A-1A" and "A-1B"
- Approval to surplus two (2) Ford Crown Victoria police cars to be sold to Chuck Harrison for Henry County Sheriff Department
- Request from the International Brotherhood of Teamsters for public demonstration permit on Pooler Parkway Right-of-Way at entrance to Home Depot/Wal-Mart

MOTION FOR EXECUTIVE SESSION - to discuss personnel matters

#### MOTION FOR ADJOURNMENT

#### City of Pooler August 18, 2008

5:30 p.m. - Public Hearing - to discuss the West Chatham Solid Waste Management Plan

5:45 p.m. - Public Hearing - to discuss a requested parking variance of .35 spaces per unit for a multi-family project on Parcel 5-C of the Morgan Family PUD

August 18, 2008

6:00 p.m. Pooler City Hall

#### **AGENDA**

Meeting Called to Order Invocation Pledge of Allegiance

Approval of minutes of previous meeting as printed

Report from the Standing Committees:

Finance Councilman Seay
Public Safety Councilman Allen
Street/Drainage/Parks & Trees Councilman Cowart
Water/Sewer Councilman Wall
Recreation Councilman Royal
Building/Zoning Councilwoman Benton

#### **OLD BUSINESS**

#### **NEW BUSINESS**

- Approval of site plan for a proposed 1690 sq. ft. addition to Pooler Family Dental Center at 91 Brighton Woods Drive
- 2. Approval of site plan for Christ Presbyterian Church at 1765 Quacco Road
- 3. Release of maintenance bond for Memorial Boulevard, Phase 2
- Release of performance bond/acceptance of maintenance for Sangrena Woods Subdivision, Phase 4
- 5. Approval of Consultant Agreement with TischlerBise, Inc. for impact fee feasibility study
- 6. Resolution regarding the West Chatham Solid Waste Management Plan 2008-2018
- Resolution/Adoption Agreement with Georgia Municipal Association for 457 (b) Deferred Compensation Plan

MOTION FOR EXECUTIVE SESSION - to discuss personnel and legal matters

MOTION FOR ADJOURNMENT

# CITY OF PORT WENTWORTH PUBLIC HEARING AGENDAS OR MEETING MINUTES

### REGULAR MEETING OF MAYOR AND COUNCIL AGENDA

#### June 26, 2008

6:30 pm - Pre-Agenda 7:00 pm - Regular Meeting of Mayor and Council

- CALL MEETING TO ORDER
- 2. PRAYER AND PLEDGE OF ALLEGIANCE
- 3. ROLL CALL CLERK OF COUNCIL
- 4. APPROVAL OF AGENDA
- 5. RECOGNITION OF VISITORS
  - A. Jerry Rothschild, Candidate for District Attorney
  - B. Ed DiTommaso w/ Integrated Science Solid Waste Management Plan Presentation and Public Hearing
- 6. ELECTIONS AND APPOINTMENTS
- 7. ADOPTION OF MINUTES
  - A. Regular Meeting of Mayor and Council May 22, 2008
  - B. Special Called Meeting May 28, 2008
  - C. Public Hearing June 19, 2008
- 8. COMMUNICATIONS & PETITIONS
  - A. Letter of Thanks from Ann Cullens Regarding Police Assistance
  - B. Senate Resolution 1005 Recognizing and Commending the Communities and Organizations that Responded to the Disaster at the Imperial Sugar Plant
- 9. COMMITTEE REPORTS
- 10. RESOLUTIONS/ORDINANCES/PROCLAMATIONS
  - A. Ordinance No. 08-08, Zoning Map Amendment Application submitted by Radhe Krishna Properties for PIN #: 7-1017-01-014 (0 Highway 30) to rezone from R-A (Residential Agriculture) to P-C-1 (Planned Neighborhood Business), First Reading (Delayed 4-24-08 and 5-22-08)
  - B. Ordinance No. 08-10, Adoption of Budget for Fiscal Year 2008-2009, First Reading

- C. Ordinance No. 08-10, Adoption of Budget for Fiscal Year 2008-2009, Second Reading
- D. Ordinance No. 08-11, Zoning Map Amendment Application submitted by J. Adam Ragsdale of Kennedy, Ragsdale and Associates for PIN #: 7-0003-01-001 and 7-0003-01-002 (230 Flonell Avenue) to rezone from R-A (Residential Agriculture) to I-2 (Industrial), First Reading

**Public Hearing** 

Action

E. Ordinance No. 08-12, Zoning Map Amendment Application submitted by Southeast Engineering for PIN #s: 7-0039-02-005 (115 Pinderpoint Road), 7-0039-01-018 (120 Pinderpoint Road), 7-0039-01-017 (0 Pinderpoint Road), 7-0039-01-023 (130 Pinderpoint Road), 7-0039-01-022 (138 Pinderpoint Road), 7-0039-02-008 (111 Pinderpoint Road), 7-0039-02-009 (211 Pinderpoint Road), 7-0039-02-006 (0 Pinderpoint Road), 7-0039-02-001 (115 Pinderpoint Road), 7-0039-02-011Z (0 Pinderpoint Road), and 7-0039-02-007 (0 Pinderpoint Road) to rezone from R-A (Residential Agriculture) and PRM (Planned Residential Multi Family) to P-I-1 (Planned Industrial), First Reading

**Public Hearing** 

Action

#### 11. UNFINISHED BUSINESS

A. Subdivision Application submitted by Fred Williams Homebuilder, Inc. for PIN #: 7-0976-02-020 (Newport Phase 2B, The Cove) for Final Plat (Delayed 4-24-08 and 5-22-08)

#### 12. NEW BUSINESS

A. Subdivision Application submitted by BLS Development, Inc. for PIN #: 7-0906-01-006 (Southside of Highway 21 at Mile Marker 17) for a Final Plat for Rice Creek Tract C Phase I

**Public Hearing** 

Action

B. Granting of Easement to Georgia Power for an Overhead Distribution Line for the New Senior Center

- Approval of Drawdown Request for Payment on the Construction of New Senior Center
- D. Approval of Pay Request #1 from Dabbs Williams for Construction of New Senior Center
- E. Change Order #1 for Construction of Senior Center
- F. Acceptance of Proposal from Port City Design Group for Engineering Services
- G. Approval of Payment to Port City Design Group for Engineering Services on Wastewater Treatment Facility
- H. Permission to Install Groundwater Monitoring at 218 South Coastal Highway
- Approval of Payment to Port Wentworth Chamber of Commerce for May Expenses
- Agreement with Chatham County for a Canal Maintenance Program
- K. Approval of Pay Request #1 for Installation of Fire Hydrants
- Approval of Change Order #1 for Installation of Fire Hydrants
- M. Release of Letter of Credit for O'Leary Road Encroachment Permit Issued to Solutions Property Group
- N. Release of Maintenance Bond for Lakeshore Phase III
- O. Request from Chatham Emergency Management Agency (CEMA) to relocate Emergency Siren
- P. Approval of Cost of Living Adjustment for Employees
- 13. EXECUTIVE SESSION To Discuss a Legal Matter
- 14. ADJOURNMENT

## REGULAR MEETING OF MAYOR AND COUNCIL AGENDA

#### August 28, 2008

6:30 pm – Pre-Agenda 7:00 pm – Regular Meeting of Mayor and Council

- 1. CALL MEETING TO ORDER
- 2. PRAYER AND PLEDGE OF ALLEGIANCE
- 3. ROLL CALL CLERK OF COUNCIL
- 4. APPROVAL OF AGENDA
- 5. RECOGNITION OF VISITORS
  - A. Military Families
  - B. Michael Hart and Johnny Monroe, Owner of C&S Mobile Estates
- 6. ELECTIONS AND APPOINTMENTS
  - A. Appointment of Certain Public Services Employees as Officers for the Purpose of Issuing Summons to Court for Violating Any Provision of Chapter 7 "Drainage and Flood Control", Chapter 9 "Garbage and Trash", and Chapter 21 "Water, Sewers and Sewage Disposal" of the Code of Ordinances of the City of Port Wentworth
- 7. ADOPTION OF MINUTES
  - A. Regular Meeting of Mayor and Council July 24, 2008
  - B. Special Called Meeting of Mayor and Council July 31, 2008
  - Special Called Meeting of Mayor and Council August 15, 2008
- 8. COMMUNICATIONS & PETITIONS
- 9. COMMITTEE REPORTS
- 10. UNFINISHED BUSINESS
- 11. NEW BUSINESS
  - A. Site Plan Review Application submitted by Christina Torres for 11 North Coastal Highway (Highway 25 Truck Repair) located in a P-C-3 (Planned General Business) zoning district

**Public Hearing** 

Action

 B. Site Plan Review Application submitted by Christine Jackson for 709 Crossgate Road (Nu Impressions Beauty Salon) located in a P-C-1 (Planned Neighborhood Business) zoning district

**Public Hearing** 

Action

C. Alcohol Beverage Application submitted by Jayanti Shah for Beer/Wine, Pouring and Sunday Sales license for Bennigan's Grill & Tavern located at 109 Travelers Way in a P-C-3 (Planned General Business) zoning district

**Public Hearing** 

Action

 Alcohol Beverage Application submitted by Larry Godbee for a Beer/Wine License for Larry Bait & Tackle, Inc. located at 121 North Coastal Highway in a P-C-2 (Planned Community Business) zoning district

Public Hearing

Action

E. Subdivision Application for a Final Plat submitted by Northpoint Industrial, LLC for PIN #: 7-0039-01-015 (Expansion Blvd, Lots 8& (Crossroads Expansion)

**Public Hearing** 

Action

F. Subdivision Application for a Final Plat and Master Plan Revision submitted by Savannah Gateway West, LLC for PIN #: 7-0037-02-004 (State Highway 21 and State Highway 30) located in a P-C-3 (Planned General Business) zoning district

Public Hearing

Action

G. Approval of the West Chatham Solid Waste Management Plan 2008-2018

Public Hearing

Action

- H. Letter of Proposal from Ecological Planning Group to Provide Assistance to Develop a Plan to Address Stream Bank Erosion in Phillips Canal Directly Adjacent to Mobley Park Parking Lot
- Letter of Proposal from Ecological Planning Group to Provide Assistance with Phase I NPDES MS4 Stormwater Permit Compliance

- Letter of Proposal from Ecological Planning Group to complete the City's Comprehensive Plan
- K. Certification of Service Delivery Strategy Update
- L. Approval of Drawdown #3 for the Construction of the Senior Center
- M. Approval of Pay Request #3 from Dabbs-Williams for the Construction of the Senior Center
- N. Amendment to the Development Agreement with Enclave @ Newport Lakes
- O. Approval of Purchase of Air Bottle Refilling Station
- P. Letter of Proposal from Hancock Askew for Financial Consulting Services
- Q. Agreement with Effingham County Board of Commissioners and Effingham County Prison for Use of Inmates on City Property
- R. Agreement with Georgia Ports Authority

#### 12. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

- Ordinance No. 08-13, Amendment to Comprehensive Development Manual, Second Reading (Delayed - July 24, 2008)
- B. Ordinance No. 08-14, Amendment to Subdivision Regulations
   Pertaining to Maintenance Bonds, Second Reading (Delayed July 24, 2008)
- C. Resolution No. 08-15, Resolution to Transmit the West Chatham Solid Waste Management Plan 2008-2018 to the Coastal Georgia Regional Development Center and the Georgia Department of Community Affairs for Review and Approval
- D. Resolution No. 08-16, Resolution to Transmit the Community Agenda portion of the 20-year Comprehensive Plan Update to the Coastal Georgia Regional Development Center and the Georgia Department of Community Affairs for Review and Approval
- 13. EXECUTIVE SESSION To Discuss a Legal and Real Estate Matter
- 14. ADJOURNMENT

#### APPENDIX B: LANDFILL CAPACITY ASSURANCE LETTERS

#### CITY OF BLOOMINGDALE LANDFILL CAPACITY ASSURANCE LETTER



# Broadhurst Environmental

P.O. Box 278 Screven, GA 31560 Phone: (912) 530-7050 Fax: (912) 530-7070

Broadhurst Environmental 4800 Broadhurst Road West Screven, GA 31560

Mr. Robert Brady, City Manager City of Bloomingdale 8 West U.S. Highway 80 Bloomingdale, GA 31302

Dear Mr. Brady,

This letter serves as disposal capacity assurance for waste generated by the City of Bloomingdale, Georgia from 2008-2018.

The Georgia EPD permit number for this facility is 151-014D(SL).

This assurance is based upon the City of Bloomingdale disposing of a projected cumulative total of 51,369 tons of waste at this facility, 2008-2018.

We thank the City of Bloomingdale for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

John Simmons General Manager

#### CITY OF POOLER LANDFILL CAPACITY ASSURANCE LETTER

Superior Landfill and Recycling Center 3001 Little Neck Road Savannah, GA 31419

Mr. Robert Byrd, City Manager City of Pooler 100 S.W. U.S. Highway 80 Pooler, GA 31322

Dear Mr. Byrd,

This letter serves as a disposal capacity assurance for waste generated by the City of Pooler, Georgia from 2008 to 2018.

The Georgia EPD permit number for this facility is 025-070D (MSWL).

This assurance is based upon the City of Pooler disposing of a projected cumulative total of 220,416 tons of waste at this facility, 2008 - 2018.

We thank the City of Pooler for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

Robby White District Manager

#### CITY OF PORT WENTWORTH LANDFILL CAPACITY ASSURANCE LETTER



# Broadhurst Environmental

P.O. Box 278 Screven, GA 31560 Phone: (912) 530-7050 Fax: (912) 530-7070

Broadhurst Environmental 4800 Broadhurst Road West Screven, GA 31560

Mr. Phillip Claxton City Manager City of Port Wentworth 305 South Coastal Highway Port Wentworth, GA 31407

Dear Mr. Claxton,

This letter serves as disposal capacity assurance for waste generated by the City of Port Wentworth, Georgia from 2008-2018.

The Georgia EPD permit number for this facility is 151-014D(SL).

This assurance is based upon the City of Port Wentworth disposing of a projected cumulative total of 77,443 tons of waste at this facility, 2008-2018.

We thank the City of Port Wentworth for this business partnership and look forward to providing environmentally sound waste disposal options for the foreseeable future.

Sincerely,

John Simmons General Manager

#### **APPENDIX C: TRANSMITTAL RESOLUTIONS**

#### TRANSMITTAL RESOLUTION FOR CITY OF BLOOMINGDALE

Wayne E. Tipton Mayor

J. Raymond Dickey City Attorney

> Sandra Jones City Clerk



Johnny Myrick Michael Ray Andrew Rawlings William C. "Billy" Strozier Ronald Waller Margel Winn

City Council

### City of Bloomingdale

Post Office Box 216 Bloomingdale, Georgia 31302

#### A Resolution to Transmit

WHEREAS, The Georgia Comprehensive Solid Waste Management Act requires county and municipal governments to prepare a local solid waste management plan and periodic update: and

WHEREAS, the City of Bloomingdale, Georgia has completed an update to the 2008-2018 West Chatham Solid Waste Management Plan for the Cities of Bloomingdale, Pooler, and Port Wentworth; and

WHEREAS, the City of Bloomingdale, Georgia has complied with the Rules of Georgia Department of Community Affairs Minimum Planning Standards and Procedures for Solid Waste Management (Chapter 110-4-3) including public participation requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bloomingdale that the document entitled West Chatham Solid Waste Management Plan 2008 – 2018 may be sent to the Coastal Georgia Regional Development Center and the Georgia Department of Community Affairs for review and approval.

SO RESOLVED THIS 21st DAY OF August, 2008

Wayne E. Tipton, Mayor

Seal:

ATTEST:

Sandra Jones, City Clerk

P.O. Box 216, Bloomingdale, GA. 31302 • Phone: (912) 748-0970 • FAX: (912) 748-1005 www.bloomingdale-ga.com

#### TRANSMITTAL RESOLUTION FOR CITY OF POOLER

#### Resolution

WHEREAS, The Georgia Comprehensive Solid Waste Management Act requires county and municipal governments to prepare a local solid waste management plan and periodic update; and

WHEREAS, the City of Pooler, Georgia has completed an update to the 2008 - 2018 West Chatham Solid Waste Management Plan for the Cities of Bloomingdale, Pooler and Port Wentworth; and

WHEREAS, the City of Pooler, Georgia has complied with the Rules of Georgia Department of Community Affairs Minimum Planning Standards and Procedures for Solid Waste Management (Chapter 110-4-3) including public participation requirements;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Councilmembers of the City of Pooler that the document entitled "West Chatham Solid Waste Management Plan 2008-2018" be sent to the Coastal Georgia Regional Development Center and the Georgia Department of Community Affairs for review and approval.

This 18th day of August, 2008.

Michael F. Lamb

Mayor

Attest:

Maribeth Lindler City Clerk

#### CERTIFICATION

The undersigned duly qualified and acting as City Clerk of the City of Pooler certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the City Council held on August 18, 2008.

SEAL

Maribeth Lindler

#### TRANSMITTAL RESOLUTION FOR CITY OF PORT WENTWORTH

#### A Resolution to Transmit

WHEREAS, The Georgia Comprehensive Solid Waste Management Act requires county and municipal governments to prepare a local solid waste management plan and periodic update: and

WHEREAS, the City of Port Wentworth, Georgia has completed an update to the 2008 – 2018 West Chatham Solid Waste Management Plan for the Cities of Bloomingdale, Pooler, and Port Wentworth; and

WHEREAS, the City of Port Wentworth, Georgia has complied with the Rules of Georgia Department of Community Affairs Minimum Planning Standards and Procedures for Solid Waste Management (Chapter 110-4-3) including public participation requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Port Wentworth that the document entitled West Chatham Solid Waste Management Plan 2008 – 2018 may be sent to the Coastal Georgia Regional Development Center and the Georgia Department of Community Affairs for review and approval.

SO RESOLVED THIS A DAY OF August, 2008

(Chief Elected Official)

ATTEST:

(Witness)

#### **APPENDIX D: ADOPTION RESOLUTIONS**

#### ADOPTION OF WEST CHATHAM SOLID WASTE MANAGEMENT PLAN RESOLUTION FOR CITY OF BLOOMINGDALE

#### A Resolution

WHEREAS, The Georgia Comprehensive Solid Waste Management Act requires county and municipal governments to prepare a local solid waste management plan and periodic update: and

WHEREAS, the City of Bloomingdale, Georgia has compiled, reviewed and modified an update to the West Chatham Solid Waste Management Plan for the Cities of Bloomingdale, Pooler and Port Wentworth; and

WHEREAS, the City of Bloomingdale, Georgia has complied with the Rules of Georgia Department of Community Affairs Minimum Planning Standards and Procedures for Solid Waste Management (Chapter 110-4-3) including public participation requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomingdale, Georgia that the document entitled 2008 – 2018 West Chatham Solid Waste Management Plan be officially approved and adopted.

SO RESOLVED THIS 16 DAY OF October, 2008

Wayne E Tipton, Mayor

ATTEST:

Sandra Jones, City Clerk

## ADOPTION OF WEST CHATHAM SOLID WASTE MANAGEMENT PLAN RESOLUTION FOR CITY OF POOLER

#### RESOLUTION

- Whereas, the Georgia Comprehensive Solid Waste Management Act requires county and municipal governments to prepare a local solid waste management plan and periodic update; and
- Whereas, the City of Pooler, Georgia has compiled, reviewed and modified an update to the West Chatham Solid Waste Management plan for the Cities of Pooler, Bloomingdale and Port Wentworth; and
- Whereas, the City of Pooler, Georgia has complied with the Rules of Georgia Department of Community Affairs Minimum Planning Standards and Procedures for Solid Waste Management (Chapter 110-4-3) including public participation requirements;
- Now, therefore, be it resolved by the City Council of the City of Pooler, Georgia that the document entitled 2008 - 2018 West Chatham Solid Waste Management Plan be officially approved and adopted.

So resolved this 20th day of October, 2008.

Michael F. Lamb, Mayor

Attest:

Maribeth Lindler City Clerk

## ADOPTION OF WEST CHATHAM SOLID WASTE MANAGEMENT PLAN RESOLUTION FOR CITY OF PORT WENTWORTH

#### **RESOLUTION NO. 08-17**

#### A Resolution to Adopt

WHEREAS, The Georgia Comprehensive Solid Waste Management Act requires county and municipal governments to prepare a local solid waste management plan and periodic update: and

WHEREAS, the City of Port Wentworth, Georgia has compiled, reviewed and modified an update to the West Chatham Solid Waste Management Plan for the Cities of Bloomingdale, Pooler and Port Wentworth; and

WHEREAS, the City of Port Wentworth, Georgia has complied with the Rules of Georgia Department of Community Affairs Minimum Planning Standards and Procedures for Solid Waste Management (Chapter 110-4-3) including public participation requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Port Wentworth, Georgia that the document entitled 2008 – 2018 West Chatham Solid Waste Management Plan be officially approved and adopted.

SO RESOLVED THIS 25 DAY OF October, 2008

Mayor

ATTEST:

Clerk of Council



Savannah Regional Industrial Landfill 84 Clifton Boulevard, Port Wentworth, GA 31407 O: 912.963.5617, republicservices.com

July 24, 2023

City of Port Wentworth Attention: Jason Stewart Assistant City Manager 7224 Georgia Highway 21 Port Wentworth, Georgia 31407

Re: Republic Services of Georgia, LP
Savannah Regional Industrial Landfill
Solid Waste Management Plan Consistency Demonstration
Permit No. 025-072D(L)(I)

#### To Whom it May Concern:

In accordance with the West Chatham Solid Waste Management Plan (SWMP), dated October 2008, Republic Services of Georgia, LP (Republic) is providing this written document to demonstrate the proposed major modification to the Savannah Regional Industrial Landfill (Landfill) solid waste handling permit is consistent with the SWMP.

The proposed major modification will replace the currently approved final closure system with a synthetic closure system. The thickness of the currently approved closure system varies across the Landfill from 1.5 feet to 2.0 feet. The proposed modification will allow the volume previously approved for the final closure system to be replaced with waste. No change in the final landfill grades, represented by the top of the landfill cover system, are proposed with this major modification. The Georgia Environmental Protection Division, Solid Waste Management Program has opined that the proposed modification represents an increase in landfill capacity and has requested the design change be approved through a major modification to the solid waste handling permit.

This document is provided to demonstrate the proposed major modification is consistent with the SWMP and to request the approval letter stating such by the City of Port Wentworth governing authority.

The Written Statement of Consistency below includes the SWMP consistency procedure requirements listed in *italics* and our responses to each item in **bold**.

1. Any proposed facility or facility expansion shall meet the goals identified in the West Chatham Solid Waste Management Plan, specifically the impact on recycling, collection, disposal, and the per capita waste disposal reduction goal.

City of Port Wentworth July 24, 2023 Page 2 of 5

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Response: The Landfill is an existing industrial solid waste disposal facility and is listed in the SWMP. No changes are proposed to the landfill operations and the Landfill will continue to meet the disposal needs for the planning area. No negative impacts to recycling or collection will result from the proposed modification.

- 2. Any proposed facility or facility expansion and its operations plan shall document its impact on the community in the following areas and objections:
  - a. Transportation. The impact to vehicle traffic and public safety around the proposed facility or facility expansion and throughout the City shall not reduce the level of service by more than one letter for all roadways and intersections within 2,000 feet (without improvements).

Response: The Landfill is an existing facility, and the proposed major modification will not change vehicle traffic or public safety around the facility.

b. Natural & Cultural Resources. The impact of the facility to natural and cultural resources in the City shall be addressed according to previously stated requirements and objectives. Impacts to natural and cultural resources in the City not covered in the previously stated requirements and objections shall be minimized to the greatest extent practicable.

Response: The proposed modification does not expand the footprint of the Landfill and will have no impact on natural or cultural resources.

c. Rates. The impact to residential and commercial solid waste management rates shall not cause an increase in collection or disposal rates.

Response: The Landfill will continue to provide disposal capacity for the planning area until landfill closure. The proposed Landfill major modification will not increase collection or disposal rates.

d. Current Solid Waste Management Facilities. The waste stream, waste reduction and financial impact to public and private solid waste management facilities, including recycling facilities and programs, currently being used by the plan jurisdictions shall be addressed.

Response: The Landfill is an existing industrial solid waste disposal facility and is listed in the SWMP. Continued operation of the facility will have no impact on the waste stream, waste reduction efforts, or financial conditions

City of Port Wentworth July 24, 2023 Page 3 of 5

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of other public and private solid waste management facilities being used by the plan jurisdictions.

3. Any proposed facility shall provide financial assurance to address potential environmental issues.

Response

The existing Landfill maintains a Georgia Environmental Protection Division (EPD) approved financial assurance mechanism, which provides financial assurance for closure and post-closure (at least 30 years) of the facility at any time during its operational life as required by state and federal solid waste regulations. The financial assurance instrument is required to be in place prior to issuance of the EPD permit for the solid waste handling facility. This financial assurance requirement in the Solid Waste Management Rules assures a local government that it will not become obligated financially or otherwise for closure or post-closure maintenance of a privately owned or operated waste handling facility. If the facility is ever sold, the new owner will be subject to the same requirements.

4. Any proposed facility shall meet the geographic site limitations defined in the West Chatham Solid Waste Management Plan.

**Response:** 

Each of the natural and environmental limitations identified in the SWMP and a summary of how the proposed modification is consistent with the limitation is provided below:

#### **Water Supply Watersheds**

The existing Landfill is not located within a small water supply watershed. Additionally, the landfill is constructed with a synthetic liner and leachate collection system, therefore, this limitation is not restrictive to landfill use.

#### Significant Groundwater Recharge Areas

The existing Landfill is not located within a significant groundwater recharge area. Additionally, the landfill is constructed with a liner and leachate collection system, therefore, this site limitation is not restrictive to landfill use.

#### Wetlands

The proposed modification to the Landfill closure plan will not impact any wetlands; therefore, this siting limitation is not restrictive to landfill use.

City of Port Wentworth July 24, 2023 Page 4 of 5

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#### **River Corridors**

The existing Landfill does not fall within the buffer of any protective river corridors; therefore, this limitation is not restrictive to landfill use.

#### **Protected Mountains**

The existing Landfill is not located within an area designated as a protected mountain; therefore, this limitation is not restrictive to landfill use.

#### **Floodplains**

The Federal Emergency Management Agency, flood insurance rate map for Chatham County, Georgia and incorporated areas, Panel 045 of 455 (FEMA, August 16, 2018) was reviewed. The FEMA map indicates that the site is not within the 100-Year Floodplain and the closest areas mapped within the 100-year floodplain are located approximately 2,600 feet east of the site. Therefore, this limitation is not restrictive of landfill use.

#### Fault Zones, Seismic Impact Zones and Unstable Areas

The SWMP requires a professional engineer or geologist to conduct a hydro-geologic assessment of the proposed location of any new solid waste disposal facility. The assessment should evaluate fault zones, areas susceptible to seismic activity, and unstable areas.

A hydro-geologic assessment was previously conducted for the existing landfill site and reviewed and approved by Georgia EPD. A supplemental assessment report associated with the proposed closure plan modification is also being conducted and must be reviewed and approved by Georgia EPD prior to approval of the modification. The supplemental assessment will evaluate fault zones, seismic impact zones and unstable areas to ensure all requirements of the Georgia Solid Waste Management Rules are met.

#### **Zoning Restrictions**

The Landfill is an existing facility and complies with the City of Port Wentworth Zoning Ordinance.

#### **National Historic Sites**

The SWMP prohibits MSW landfills within 5,708 yards of a National Historic Site. The existing landfill is not an MSW landfill, therefore this limitation does not apply.

#### **Airport Safety**

City of Port Wentworth July 24, 2023 Page 5 of 5

The Georgia Solid Waste Management rules specify that new MSW landfill units or lateral expansions of existing units shall not be located within 10,000 feet of any public-use or private-use airport runway end used by turbojet aircraft or within 5,000 feet of any public-use or private-use

The existing landfill is not a MSW landfill, therefore this limitation does not apply.

#### **Political Subdivisions**

The existing landfill is not located within one-half mile of an adjacent county's border therefore this limitation is not restrictive to landfill use.

5. Any proposed facility shall be an allowable use based on existing zoning.

Response: The Landfill is an existing facility and complies with the City of Port Wentworth Zoning Ordinance.

Based on the information presented in this letter of demonstration, the proposed modification to the Savannah Regional Landfill is consistent with the SWMP. Should you have any questions or need any additional information, please call.

airport runway end used by only piston-type aircraft.

Thank you for your assistance with this consistency determination.

Sincerely,

Republic Services of Georgia, LP

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Nick Webber

#### **Notice of Public Hearing**

In accordance with the procedures outlined in Section 6.4 of the West Chatham Solid Waste Management Plan, 2008-2018, the City of Port Wentworth will hold a public hearing to receive feedback from City residents on the request for solid waste management consistency for the Savannah Regional Industrial Landfill major modification to the solid waste handling permit. The proposed major modification will slightly increase the waste capacity of the facility over the existing landfill disposal area by allowing the use of a synthetic closure system in place of a soil cover system for the landfill. The hearing will be held on Thursday December 21st , 2023 at 7pm at Port Wentworth City Hall at 7224 GA Highway 21 Port Wentworth, GA 31407.