

**MAYOR**  
Shirley Sessions

**CITY COUNCIL**  
Barry Brown, Mayor Pro Tem  
Brian West  
Jay Burke  
Nancy DeVetter  
Spec Hosti  
Monty Parks



**CITY MANAGER**  
Dr. Shawn Gillen

**CLERK OF COUNCIL**  
Jan LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

### **AGENDA** **REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL** **June 09, 2022 at 6:30 PM**

*Please silence all cell phones during Council Meetings*

#### Consideration of Items for Consent Agenda 6:30PM

##### Opening Ceremonies

Call to Order  
Invocation  
Pledge of Allegiance

##### Announcements

#### Consideration of the approval of the minutes of the meetings of the Tybee island City Council

1. Minutes, May 26, 2022, City Council Meeting

If there is anyone wishing to speak to anything on the agenda other than the Public Hearings, please come forward. Comments are limited to no more than five minutes.

#### Consideration of Approval of Consent Agenda

##### Public Hearings

2. First Reading: Proposed FY2023 Budget
3. Proposed Millage Rate
4. Site Plan approval with Variance: 2 8th Pl – 40006 02001 – Zone R-2 – Stephen Friedman
5. Site Plan approval: 101 Lovell Ave. – 40004 01015 – Zone C-2 – Emily Liebttag
6. Variance: 10 11th Terrace – 4007 01019 – Zone R-2 – Chuck Moore
7. Variance: 3 10th Place – 40006 18019 – Zone R-2 – Lisa Van Dusen
8. Variance: 6 Taylor St. – 40001 10009 – Zone R-1 – David Terry & Cheryl Thomas

#### Consideration of Bids, Contracts, Agreements and Expenditures

9. BSA Financial Software Contract, Finance Department, Purchase Cost \$172,835, Line Item 350-1100-54-2500
10. Flock Group Inc., Services Agreement. Flock Falcon Camera and Tag Reader. Year one (1), \$74,100 and recurring \$65,000.

**P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749**  
**(866) 786-4573 – FAX (866) 786-5737**  
**[www.cityoftybee.org](http://www.cityoftybee.org)**



11. Out of State Travel: Lt. Emory Randolph, Seminole County Sheriff's Department, Sanford, FL. November 13 - 18, 2022. Cost \$1,650.00, Line Item 100-3210-52-3500.
12. Approval of HMGP 4338-0004 - Batch One

Consideration of Ordinances, Resolutions

13. First Reading, 2022-07, Sec 34-262, Eliminating mid-year Prorated STVR Regulatory Fees

Council, Officials and City Attorney Considerations and Comments

14. Barry Brown: Discussion on relocating one of the portable bathrooms on south-end to the Marine Science Center and repair second bathroom.
15. Jay Burke: Michael Leonard / City of Tybee Polk Street. Discuss the Old / New Bid Process Completion Deadline
16. Monty Parks: Reconsideration of the Prescott Parking Lot

Minutes of Boards and Committees

17. PC Synopsis-May 16, 2022

Executive Session

Discuss litigation, personnel and real estate

Possible vote on litigation, personnel and real estate discussed in executive session

Adjournment

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact Jan LeViner at 912.472.5080 promptly to allow the City to make reasonable accommodations for those persons.*

**\*PLEASE NOTE:** Citizens wishing to speak on items listed on the agenda, other than public hearings, should do so during the citizens to be heard section. Citizens wishing to place items on the council meeting agenda must submit an agenda request form to the City Clerk's office by Thursday at 5:00PM prior to the next scheduled meeting. Agenda request forms are available outside the Clerk's office at City Hall and at [www.cityoftybee.org](http://www.cityoftybee.org).



**THE VISION OF THE CITY OF TYBEE ISLAND**

*"is to make Tybee Island the premier beach community in which to live, work, and play."*



**THE MISSION OF THE CITY OF TYBEE ISLAND**

*"is to provide a safe, secure and sustainable environment by delivering superior services through responsible planning, preservation of our natural and historic resources, and partnership with our community to ensure economic opportunity, a vibrant quality of life, and a thriving future."*

**File Attachments for Item:**

1. Minutes, May 26, 2022, City Council Meeting

### **Consideration of Items for Consent Agenda**

Mayor Sessions called the consent agenda to order at 6:30PM on May 26, 2022. Those present were Brian West, Monty Parks, and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Michelle Owens, Assistant City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; and Lisa Schaaf. Nancy DeVetter, Barry Brown, Jay Burke and Jan LeViner were excused.

### **Mayor Sessions listed the following items on the consent agenda:**

- Minutes, May 12, 2022
- Info Hut Use Agreement with City of Tybee and Visit Tybee
- Second Amendment, Verizon Wireless, License. **Mr. Hughes** asked the Mayor have authorization to sign an extension agreement that will be like the First and Second Amendments which are included in the packet before them tonight.

**Mayor Sessions** called the regular meeting to order. All those present for the consent agenda were present.

### **Opening Ceremonies**

- Call to Order
- Invocation: Rev. Sue Jackson, Trinity Methodist Church
- Pledge of Allegiance

### **Citizens to be Heard: Please limit comments to 3 minutes. Maximum allowable times of 5 minutes.**

**Allen Lewis and Pat Leiby** approached Mayor and Council to give an **Update on upcoming Events under the Resolution Promoting Justice and Equality**. Ms. Leiby reminded everyone Juneteenth event is coming up, June 18<sup>th</sup> and 19<sup>th</sup> and will be held on the south-end near the Pier. Mr. Lewis thanked the City for co-sponsoring a Georgia Historical Marker which will be erected on August 17, 2022 between Parking Services and the Pier. Ms. Leiby gave an update on the Black Trail on Tybee. She stated they have identified 15 sites for markers. It is their hope to have a walking trail and brochure to give a brief description of the site. Mayor Sessions thanked Ms. Leiby and Mr. Lewis for their hard work.

### **Reports of Staff, Boards, Standing Committees and/or Invited Guest. Limit reports to 10 minutes.**

**Clark Alexander, Director, Skidaway Institute of Oceanography** approached Mayor and Council to give an update on the **Dune Monitoring Project**. Mr. Robertson stated Mr. Alexander has been working with the City for the past two (2) years and has agreed for another year in working with the Dune Monitoring Project. Mr. Alexander stated he would like to give updates on research and monitoring that he has been doing for the past two (2) years in an attempt to provide Mayor and Council with information that can be used in an actionable way to make better decisions regarding how to preserve the beach so there can be a community for the long term to be able to host activities. Mr. Alexander would like to report back to Mayor and Council after each quarterly survey. Mayor Sessions discussed funding for future beach re-nourishments and thanked Mr. Alexander for his presentation.

**Alan Robertson** approached Mayor and Council to give an **Update on Benches/Crossovers**. Mr. Robertson stated an application was submitted to the Department of Natural Resources (DNR)

to have benches on crosswalks. He was notified in February the decision was made by the DNR that the benches were associated with the crosswalks and crosswalks are minor issues, the request did not have to go to the SPA Committee, and it is under consideration by Staff to make a recommendation to the SPA Committee. He continued, the benches are under consideration at this point. The subject of swings was addressed. The recommendation is the City redo the SPA Application for benches and incorporate all the things the City would like to see on the beach. The proposal is that the City use this opportunity to resolve the outstanding issues. Mayor Sessions thanked Mr. Robertson for his continued hard work with the DNR to get "what we want" on the beach.

**Representatives** from the **Tybee Arts Association** gave a brief **Update on their 2022 growth**. The Ballet Theater also gave a short program. Mayor Sessions thanked everyone for their beautiful program.

**Virginia Ward, Board Chair, Tybee Post Theater** and **Alan Robertson** approached Mayor and Council to give an update on the Post Theater. Mayor Sessions reminded everyone the Theater is a community treasure, the Miracle of Van Horne, and she thanked Ms. Ward and Mr. Robertson for their hard work in promoting the Theater.

**Jamey Rabun, River's End Campground** approached Mayor and Council to give an update. Mr. Rabun outlined the amenities of the campground and since 2021 the net revenues have exceeded expenses and for the upcoming fiscal year, continue to trend higher. Mayor Sessions thanked Mr. Rabun for his hard work and leadership.

**Monty Parks** made a motion to approve the consent agenda. **Spec Hosti** seconded. Vote was unanimous to approve, 3-0.

### **Public Hearings**

**Prescott Private Parking-214 2nd Ave.** **Mr. Hughes** stated this is a petition to permit a private parking lot that has been at a location as one of the original recognized locations and have been referred to in the actual ordinance in Sec 3-250 in residential zones. There are four (4) or five (5) of them which were originally allowed and then over the years, the council at the time, decided not to permit any more but to allow those that were properly renewed on an annual basis continue as long as there have not been any infractions. The person that held the permit would reapply by December 15<sup>th</sup> for the ensuing year. This was done by public hearing as it is being done tonight. Mr. Hughes continued, as he understands, no application was made on Ms. Prescott's parking lot. In January 2022, the Prescott Parking Lot was on the list but no timely application had been received and there was no motion on that lot. Soon after that, Ms. Prescott's son approached Mayor and Council and asked the issue be revisited as the majority of council would have to act to allow the application. The application as currently submitted is under the name of Ms. Prescott's son. The ordinance requires that each application, even for a renewal, contain the survey and the insurance requirements. Dr. Gillen confirmed Mr. Hughes description of events. Mr. Hosti stated he brought this back to Mayor and Council and his understanding is that Ms. Prescott was ill at the time and it was an oversight the application was not filed when due. Mr. Parks stated there is now a business license under the name of Palmer Prescott, not Ms. Prescott, and there is no site plan attached. He feels there should be a provision in the ordinance for late applications, missed applications, and for changing names. Mayor Sessions asked for direction from Mr. Hughes. Mr. Hughes stated this is a unique situation, as the ordinance is unique and feels there are short comings with the application. Mr. Hughes continued, Mayor and Council need to determine whether the application should be entertained as it was not submitted on time. He expressed his concerns for the future as to the passing of the permit

within the family as this could set a precedence and the ordinance sets a specific time for the application to be made which has not been met. Mr. Parks stated the application is in someone else's name, no site plan, no affidavit, and no notary as to the operator of the lot. He will vote in favor of this application but also will reserve his right for reconsideration. **Palmer Prescott** approached Mayor and Council and confirmed his mother is ill and did submit the application incomplete. He stated the site plan is on file and nothing has changed. He is not aware of the need for an affidavit but will provide to Staff. Dr. West stated he will vote in favor of this request but also feels the ordinance needs to be modified so this does not happen again. **Spec Hosti** made a motion to approve. **Brian West** seconded. Vote was unanimous to approve, 3-0.

### **Council, Officials and City Attorney Considerations and Comments**

**Bubba Hughes: Introduction: GMA Retirement Plan Amendments.** Mr. Hughes stated this is an ordinance that was prepared at the request of Council to change the retirement plan: (1) increasing the benefit by \$5.00 for each month, after you are vested (for elected officials) and (2) for employees, recommending a change in the vesting schedule from graduated ten (10) years to a minimum of five (5) years for full vesting, not a graduated program. This is for introduction only which allows Mayor and Council to have first and second reading as it is supposed to be effective July 1, 2022. Mayor Sessions asked Council to send their recommendations to Mr. Hughes, Dr. Gillen and Jaime Spear. **Discussion only, no action taken.**

**Monty Parks** stated traffic backs up from Johnny Mercer back to Whitmarsh area. One reason for the backup is the traffic lights do not recognize the traffic. He is asking the City Manager to reach out to Chatham County to have them have staff direct traffic to have a more even flow so there is no backup on Highway 80. **Discussion only, no action taken.**

**Monty Parks** made a motion to adjourn to Executive Session to discuss ligation. **Spec Hosti** seconded. Vote was unanimous to approve, 3-0.

**Monty Parks** made a motion to return to regular session. **Spec Hosti** seconded. Vote was unanimous to approve, 3-0.

**Monty Parks** made a motion to adjourn. **Brian West** seconded. Vote was unanimous to approve, 3-0.

Meeting adjourned at 9:15PM.

---

Janet R. LeViner, MMC  
Clerk of Council

**File Attachments for Item:**

2. First Reading: Proposed FY2023 Budget



# City of Tybee Island

## Memorandum

To: Mayor Sessions and Members of City Council  
From: Jen Amerell, Finance Director  
Date: June 1, 2022 JRA  
Re: 2023 Recommended City Budget

---

### Overview

Enclosed is a copy of the revised 2023 recommended City Budget, you will also receive a printed copy.

The City has held two public budget workshops with Council, and two public informational meetings with the public via zoom and in-person. Over the past four months, management has worked hard to deliver a budget document that aligns the goals of the City's master plan with the strategic goals developed by the City Mayor and Council. We are confident the 2023 recommended budget places the City in great financial shape to balance resident and visitor needs while proactively addressing the issues affecting the City of Tybee Island.

Significant impacts and projects included in the FY23 budget in response to the continued growth of the City and in support of the City's strategic goals and master plan include:

- Addition of multiple full-time positions
- Adjustment to hourly parking rate effective May 1, 2023
- Increase in water / sewer rates effective January 1, 2023
- Wage and cost of living adjustment
- City Hall renovations
- Street maintenance
- Park maintenance and playground equipment upgrades
- Vehicle and equipment upgrades
- Rescue and safety equipment additions
- Beach nourishment



## Summary

Since the April 25<sup>th</sup> budget workshop, the following edits to the recommended budget document were made:

- Decrease non-profit requests by \$25,000
- Increase expense for Coastal Attorney \$8,500
- Increase capital expense for purchase of picnic tables \$23,000

Overall general fund expenses increased by \$142,500 after all edits were made to draft budget from discussions in budget workshops.

## Recommendation

Approve FY23 City budget as presented.

# *City of Tybee Island, Georgia*

---

2023 Annual Budget

Adopted June XX, 2022





# Table of Contents

Description	Page No.
Letter of Transmittal	Pages 1-4
City Officials and Administration	Page 5
Summary of Revenues, Expenses & Fund Equity - All Funds	Page 6
General Fund	
Overview	Page 7
Summary of Revenues & Expenditures	Page 8
Detailed Revenue	Pages 9-11
City Council	Pages 13-14
Clerk of Council	Pages 15-16
City Manager	Pages 17-20
Finance	Pages 21-24
Information Technology	Pages 25-27
Human Resources	Pages 29-31
Municipal Court	Pages 33-35
Police & Code Enforcement	Pages 37-40
Fire & Beach Safety	Pages 41-45
Public Works	Pages 47-51
Community Development	Pages 53-55
Parking Services	Pages 57-59
Other Uses	Pages 61-62
Capital Fund	
Overview	Page 63
Summary of Revenues & Expenditures	Page 64
Itemized List of Capital Requests	Pages 65-66

## Table of Contents (continued)

Description	Page No.
E911 Fund	Pages 67-69
Hotel / Motel Tax Fund	Pages 71-73
SPLOST 2014 Fund	Pages 75-76
SPLOST 2020 Fund	Pages 77-78
Grant Fund	Pages 79-80
Debt Service Fund	Pages 81-83
Water / Sewer Fund	Pages 85-92
Solid Waste Fund	Pages 93-95
Campground Fund	Pages 97-103
Personnel Detail	Pages 105-111

# Letter of Transmittal

Mayor Sessions and the City Council:

Fiscal year 2022 proved to be an exciting year in the City. In the past year, the Island has seen more visitors and more business growth than ever before. Management rose to the challenge of planning the 2023 budget given these ever-changing times. As an organization, we continue to seek out ideas and strategies that will not only maintain, but improve the infrastructure, financial stability and quality of City services while balancing the large fluctuations of visitors to our small island and the goals set by Council. We are committed to looking forward and planning for the future.

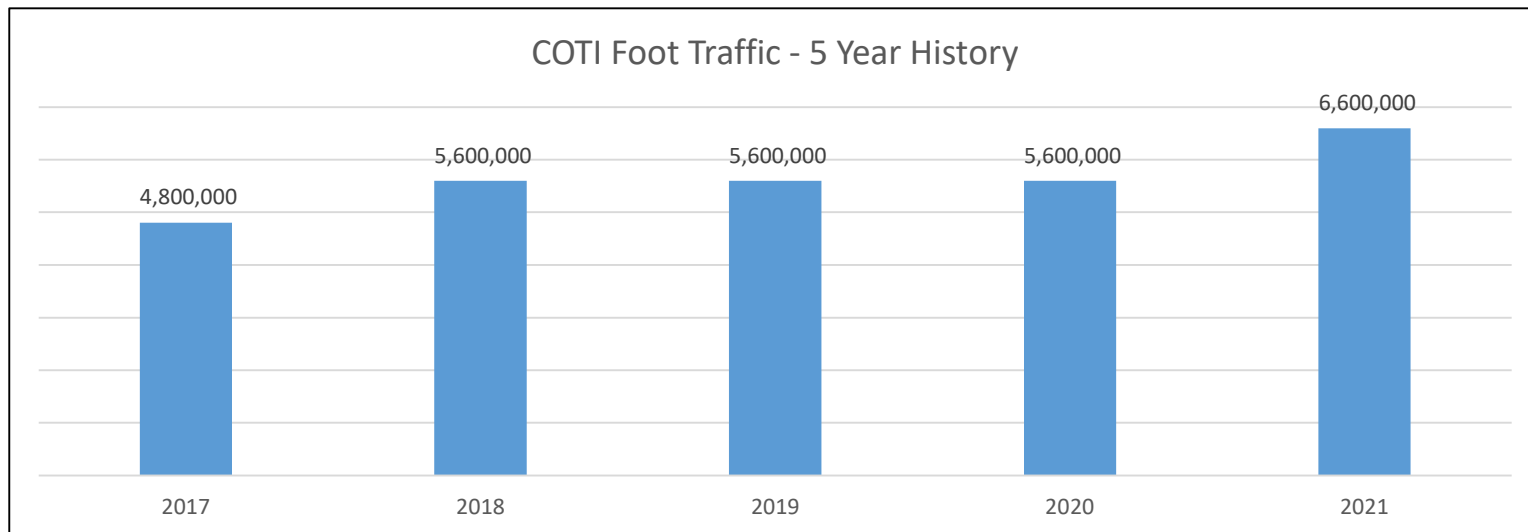
The budget for fiscal year 2023 places a greater emphasis on aligning the goals of the City's master plan with the strategic goals developed by the City Mayor and Council. The following strategic goals / focus areas were identified by Council:

- > Modify land development code & masterplan
- > Increase communication on beach rules
- > Prioritize capital projects
- > Increase beach rule enforcement
- > Develop long-term funding plan for City water needs
- > Identify other options for room tax revenue
- > Develop plan for improvement of refuse pick-up on beach
- > Increase funding for public safety
- > Upgrade park field and playgrounds
- > Modify and enhance pension plan
- > Upgrade landscaping of City owned properties
- > Develop beach nourishment plan
- > Integrate use of solar on new and remodeled buildings
- > Increase street maintenance
- > Create recycling drive-thru facility
- > Develop traffic flow and safety improvement plan
- > Obtain cost estimates for water treatment & desalination plant

The City's budget document should be a transparent document describing the current and ongoing activities of the City; a resource document used by council, employees, residents and visitors of Tybee Island. It includes all governmental and proprietary activities the City is financially accountable for. The City provides the full range of municipal services, including but not limited to; general administration, public safety, beach safety, public parks including street construction and maintenance, refuse collection, water and sewer services, campground services and various recreational activities and events.

The current budget is presented in a single line format. You will find an overview of each department, including a department description, explanation of services, staffing information, 2023 strategic plan, and a justification page for specific expense line items (if necessary).

When the fiscal year began in July 2021, no one could have predicted the scale and length to which the Covid-19 pandemic would continue to affect the City. Costs of materials and supplies have skyrocketed and are backordered for multiple months. Competition for employment is unprecedented causing wages and benefits to increase, as inflation rates are at a ten year high. Despite rising costs, the number of vehicles entering the island and foot traffic counts (see graph below) continue to hit all-time highs and parking revenue in the month of April is comparable to hot summer days in July. Hotels and STVR's are booked through the end of the calendar year, and revenue from alcohol and beverage taxes continue to be higher than average.



As more people visit the Island, revenues will increase from parking and hotel / STVR revenue, but costs will increase as well. Direct costs of more people visiting the island and beaches means more maintenance of public restrooms, more beach garbage collections, more code compliance officers and lifeguards required, and more police officers and first responders ready. It also means higher refuse costs as more garbage from the island is cleared, higher maintenance costs to public facilities and parks as usage increases, and higher maintenance costs to streets and sidewalks as more wear and tear occurs.

Additions that impacted the FY23 budget in response to the continued growth of the City and in support of the City’s strategic goals and master plan, include:

- Added multiple full-time positions, including Assistant Police Chief, Fire Marshal, Human Resource Generalist, STVR Coordinator, Project Coordinator and four Communication Officers
- Adjustments to annual STVR application fee
- 4% increase in water / sewer rates effective January 1, 2023
- Wage and cost of living adjustment

Significant capital projects from the City’s capital improvement plan included in the 2023 budget:

Project Description	Funding Source					Total
	Fund Balance	SPLOST	ARPA*	Water / Sewer		
City Hall Remodel - Phase 1	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ 850,000
Street Paving & Maintenance	-	500,000	-	-	-	500,000
Beach Area Improvements	-	450,000	-	-	-	450,000
Stormwater Management	-	-	500,000	-	-	500,000
Watertower Painting	-	-	-	300,000	-	300,000
Sanitary Sewer Main Replacement	-	-	-	750,000	-	750,000
Lift Station Replacements & Upgrades	-	-	-	320,000	-	320,000
Watermain Replacements	-	-	-	150,000	-	150,000
Sanitary Force Main Replacement	-	-	-	125,000	-	125,000
<b>Total Projects</b>	<b>\$ 850,000</b>	<b>\$ 950,000</b>	<b>\$ 500,000</b>	<b>\$ 1,645,000</b>	<b>\$ -</b>	<b>\$ 3,945,000</b>

\*The City received \$500,000 from the American Rescue Plan Act to use specifically for stormwater management.



Other projects and purchases outlined in the City’s capital improvement plan included throughout the 2023 budget include:

Capital Purchase / Project	Funding Source		
	Operating	Capital	Total
Public Works Yard Paving & Fencing	\$ -	\$ 95,000	\$ 95,000
Dump Truck and Pickup Truck	-	145,000	145,000
City Building Maintenance & Landscaping	45,000	100,000	145,000
Playground Equipment Maintenance & Upgrades	10,000	50,000	60,000
Jaycee Park Improvements	-	30,000	30,000
Strand Avenue Retaining Wall & Business Area Upgrades	-	150,000	150,000
Street Maintenance	45,000	50,000	95,000
Dog Park Maintenance	2,500	-	2,500
Tree Trimming	40,000	-	40,000
Solomon Avenue Dust Control	25,000	-	25,000
Speed Humps	25,000	-	25,000
Recycling	25,000	-	25,000
<b>Total Capital Purchases &amp; Projects</b>	<b>\$ 217,500</b>	<b>\$ 620,000</b>	<b>\$ 837,500</b>

Other capital purchases include vehicle replacements, software upgrades, parking kiosk upgrades and handhelds, rescue and safety equipment, and maintenance equipment.

The 2023 budget was prepared with the future and the strategic direction of the Council in mind. The City Council, staff and residents alike continue to seek strategies to increase efficiency and cost effectiveness, while providing outstanding service levels in the City. We are confident the 2023 budget places the City in a great financial shape to balance resident and visitor needs and proactively addresses the issues affecting the City of Tybee Island.

Respectfully Submitted,

*Shawn Gillen*

Shawn Gillen  
City Manager

*Jen Amerell*

Jen Amerell  
Finance Director

## City Officials and Administration

City Council	
Shirley Sessions	Mayor
Barry Brown	Mayor Pro Tem
Brian West	Council Member
Monty Parks	Council Member
Spec Hosti	Council Member
Nancy DeVetter	Council Member
Jay Burke	Council Member

City Administration	
Shawn Gillen	City Manager
Michelle Owens	Assistant City Manager
George Shaw	Community Development Director
Jan LeViner	City Clerk
Bob Bryson	Police Chief
Jeremy Kendrick	Fire Chief
Jen Amerell	Finance Director
Pete Gulbranson	City Engineer / Director of Infrastructure
Pete Ryerson	Parking Services Supervisor
Todd Smith	Technology Director
Jamey Rabun	Campground Director
Kim Hallstein	Court Director
Jaime Spear	Human Resource Director
Edward Hughes	City Attorney

## Summary of General Fund - Fund Equity

Funds	General Fund	Capital Fund	Special Revenue Funds		Capital Projects Funds	
			E911 Fund	Hotel / Motel Fund	SPLOST 2014 Fund	SPLOST 2020 Fund
Total Revenues	\$ 16,153,750	\$ 2,327,724	\$ 591,785	\$ 6,400,000	\$ -	\$ 900,360
Total Expenditures	<u>16,153,750</u>	<u>2,327,724</u>	<u>591,785</u>	<u>6,400,000</u>	<u>-</u>	<u>1,000,000</u>
Change in Equity	-	-	-	-	-	(99,640)
Beginning Equity Balance	14,135,791	-	(2,803)	-	-	-
Less: Fund Balance Applied	<u>(2,327,724)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Equity Balance	<u>\$ 11,808,067</u>	<u>\$ -</u>	<u>\$ (2,803)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (99,640)</u>

Funds	Capital Project Fund		Proprietary Funds			Total All Funds
	Grants Fund	Debt Service Fund	Water / Sewer Fund	Solid Waste Fund	Campground Fund	
Total Revenues	\$ -	\$ 250,000	\$ 5,619,000	\$ 1,193,555	\$ 2,345,233	35,781,407
Total Expenditures	<u>-</u>	<u>250,000</u>	<u>5,619,000</u>	<u>1,193,555</u>	<u>2,345,233</u>	<u>35,881,047</u>
Change in Equity	-	-	-	-	-	(99,640)
Beginning Equity Balance	(1,746,079)	164,128	928,207	12,310	1,578,900	15,070,454
Less: Fund Balance Applied	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(2,327,724)</u>
Ending Equity Balance	<u>\$ (1,746,079)</u>	<u>\$ 164,128</u>	<u>\$ 928,207</u>	<u>\$ 12,310</u>	<u>\$ 1,578,900</u>	<u>\$ 12,643,090</u>

## General Fund

The General Fund is the primary operating budget of the City. The General Fund accounts for the financial resources of the City which are not accounted for in any other fund. Principal revenue sources are property taxes, beverage taxes, state and local use tax, business and vacation rental registrations, hotel tax, licenses, permits and parking revenue. The General Fund accounts for expenditures related to the general administration of the City (general government), the protection and safety of people within the City, including police, fire and rescue services, beach safety and code enforcement (public safety), the maintenance and upkeep of infrastructure and City property within the City (public works), the operations of the City's parking lots and off street parking (parking), as well as providing a sense of community.

This section of the budget is organized as follows:

1. General Fund Summary – shows revenues grouped by source and expenditures by function
2. General Fund Detailed Revenues Budget – provides revenue by line item for each major revenue source
3. General Fund Expenditures by Department – shows the detailed expenditures for each department in the General Fund

The beginning of each department budget includes a department description, narrative of the services provided by the department, employee payroll and benefits, and any significant changes affecting the specific department budget.

General Fund  
Summary of Revenues & Expenditures

	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
<b>Revenues:</b>							
Taxes	4,553,278	4,986,718	4,681,175	3,320,226	5,213,837	4,918,950	5.08%
Licenses & Permits	449,966	524,233	774,500	809,603	872,500	813,500	5.04%
Intergovernmental Revenue	111,953	47,285	55,000	50,773	50,773	50,000	-9.09%
Charges for Services	4,329,158	6,018,238	5,561,500	3,526,293	6,195,149	6,421,500	15.46%
Fines & Forfeitures	803,852	1,157,724	1,075,000	621,792	952,000	992,500	-7.67%
Miscellaneous Revenues	275,011	179,065	240,650	75,786	112,800	182,300	-24.25%
Other Financing Sources	2,164,387	2,283,643	1,864,600	2,060,739	3,125,000	2,775,000	48.83%
Total General Fund Revenue	<u>\$ 12,687,605</u>	<u>\$ 15,196,906</u>	<u>\$ 14,252,425</u>	<u>\$ 10,465,212</u>	<u>\$ 16,522,059</u>	<u>\$ 16,153,750</u>	13.34%
<b>Expenditures:</b>							
City Council	\$ 406,254	\$ 418,294	\$ 344,188	\$ 154,234	\$ 382,751	\$ 344,190	0.00%
Clerk of Coucil	103,530	110,610	122,255	75,225	117,346	127,983	4.69%
City Manager	367,402	401,139	358,723	298,385	468,650	803,309	123.94%
Finance	820,810	906,308	946,819	760,185	933,590	1,149,741	21.43%
Information Technology	854,126	788,161	874,204	644,071	874,854	913,258	4.47%
Human Resources	332,314	436,449	319,949	263,150	371,176	490,734	53.38%
Municipal Court	254,438	250,118	279,352	181,557	257,594	288,857	3.40%
Police & Code Enforcement	2,735,736	3,229,049	3,622,964	2,249,291	3,460,902	4,328,472	19.47%
Fire & Beach Safety	1,727,045	2,009,803	2,201,769	1,163,507	2,020,034	2,512,651	14.12%
Public Works	2,889,819	3,334,440	3,044,377	1,889,637	3,043,803	3,232,104	6.17%
Community Development	516,977	537,602	670,565	396,899	507,712	460,568	-31.32%
Parking Services	386,692	510,563	482,941	293,530	478,387	572,923	18.63%
Other Uses	709,897	697,761	984,319	515,960	717,769	928,960	-5.62%
Total General Fund Expenditures	<u>\$ 12,105,040</u>	<u>\$ 13,630,297</u>	<u>\$ 14,252,425</u>	<u>\$ 8,885,631</u>	<u>\$ 13,634,568</u>	<u>\$ 16,153,750</u>	13.34%
Beginning Fund Balance	\$ 10,035,966	\$ 10,864,461	\$ 12,940,022		\$ 12,940,022	\$ 14,135,791	
Annual Income / (Loss)	582,565	2,008,820	-		2,887,491	-	
Adjustments for accruals	245,930	66,741	-		-	-	
Transfer to Capital Fund	-	-	(1,819,900)		(1,691,722)	(2,327,724)	
Ending Fund Balance	<u>\$ 10,864,461</u>	<u>\$ 12,940,022</u>	<u>\$ 11,120,122</u>		<u>\$ 14,135,791</u>	<u>\$ 11,808,067</u>	

General Fund  
Detailed Revenues

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Taxes								
31-1100	General Property Tax	\$ 1,999,690	\$ 1,988,803	\$ 2,010,000	\$ 1,207,457	\$ 2,035,000	\$ 2,035,000	1.24%
31-1310	Motor Vehicle Tax (MVT)	8,462	25,314	9,000	3,558	5,500	7,500	-16.67%
31-1315	MV Title Ad Valorem Tax (TAVT)	89,968	123,012	95,000	79,426	125,000	110,000	15.79%
31-1320	Mobile Home Tax	157	406	150	-	150	150	0.00%
31-1340	Recording Tax (Intangibles)	45,642	84,697	40,000	35,963	75,000	70,000	75.00%
31-1600	Real Estate Transfer Tax	17,682	39,997	15,000	23,496	39,225	25,000	66.67%
31-1710	Franchise Tax - Electric	321,548	313,645	325,000	325,000	325,000	325,000	0.00%
31-1750	Franchise Tax - Cable	139,994	146,429	140,000	73,869	145,000	145,000	3.57%
31-1760	Franchise Tax - Telephone	6,075	6,096	6,500	2,950	5,750	5,750	-11.54%
31-3100	Local Option Sales & Use Tax (LOST)	1,334,906	1,552,719	1,360,000	1,026,421	1,700,000	1,500,000	10.29%
31-3103	Energy Excise Tax	25,589	31,055	25,000	31,571	50,000	35,000	40.00%
31-4200	Alcoholic Beverage Excise Tax	190,210	222,881	225,000	124,722	220,000	220,000	-2.22%
31-4300	Local Alcoholic Beverage Tax	144,827	208,859	190,000	138,089	240,000	200,000	5.26%
31-6200	Insurance Premium Tax	228,242	240,810	240,000	247,662	247,662	240,000	0.00%
31-4920	Other Tax	20	25	25	42	50	50	100.00%
31-9900	Penalties & Interest on Delinquent Tax	266	1,970	500	-	500	500	0.00%
	Total Taxes	<u>4,553,278</u>	<u>4,986,718</u>	<u>4,681,175</u>	<u>3,320,226</u>	<u>5,213,837</u>	<u>4,918,950</u>	5.08%
Licenses & Permits								
32-1000	Business & Occupational Licenses	74,222	88,389	81,000	147,823	150,000	115,000	41.98%
32-3000	Regulatory Fees	102,765	97,370	110,000	95,183	100,000	100,000	-9.09%
32-3101	Building Permits & Inspections	132,723	174,024	130,000	154,013	175,000	150,000	15.38%
32-3200	Film Permitting Fee	6,975	9,150	7,000	8,950	9,000	10,000	42.86%
32-3912	Short-term Vacation Rental (STVR) Lice	122,850	151,300	435,000	392,620	425,000	425,000	-2.30%
32-3900	Other Licenses & Permits	8,631	3,375	10,000	5,866	7,500	7,500	-25.00%
32-4310	Penalties/Interest on Delinquent License	1,800	625	1,500	38	500	500	-66.67%
32-2300	Golf Cart Inspection	-	-	-	5,110	5,500	5,500	100.00%
	Total Licenses & Permits	<u>449,966</u>	<u>524,233</u>	<u>774,500</u>	<u>809,603</u>	<u>872,500</u>	<u>813,500</u>	5.04%

General Fund  
Detailed Revenues (cont.)

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Intergovernmental Revenue								
33-4000	State Governmental Grants	\$ 48,168	\$ 46,035	\$ 55,000	\$ 50,773	\$ 50,773	\$ 50,000	-9.09%
33-6000	Misc Grant	63,785	1,250	-	-	-	-	0.00%
	Total Intergovernmental Revenue	111,953	47,285	55,000	50,773	50,773	50,000	-9.09%
Charges for Services								
34-1400	Printing / Duplication Charges	978	1,592	2,500	1,259	2,500	2,000	-20.00%
34-2200	Fire Protection Subscriptions	13,910	12,235	20,000	15,649	15,649	22,000	10.00%
34-2900	Chatham Co. Salary Reimbursements	93,722	99,406	85,000	86,040	142,000	195,000	129.41%
34-4130	Weigh scale & Recycling	28,013	53,702	30,000	61,451	90,000	30,000	0.00%
34-5416	Parking Revenue	4,167,075	5,796,430	5,386,000	3,325,285	5,900,000	6,135,000	13.91%
34-6410	Other Fees	3,185	33,048	3,000	14,109	15,000	7,000	133.33%
34-6900	Beach Use	-	-	-	-	-	5,500	100.00%
34-7501	City Facility Rentals	22,275	21,825	35,000	22,500	30,000	25,000	-28.57%
	Total Charges for Services	4,329,158	6,018,238	5,561,500	3,526,293	6,195,149	6,421,500	15.46%
Fines & Forfeitures								
35-1170	Police Fines	357,266	387,494	375,000	227,396	325,000	350,000	-6.67%
35-1171	Administrative Citations	-	132,775	125,000	70,535	135,000	135,000	8.00%
35-1174	Court Costs	116,710	133,947	205,000	69,484	105,000	125,000	-39.02%
35-1175	Parking Fines	321,027	484,874	355,000	254,377	382,000	375,000	5.63%
35-1900	Other Fines & Forfeitures	8,849	18,634	15,000	-	5,000	7,500	-50.00%
	Total Fines & Forfeitures	803,852	1,157,724	1,075,000	621,792	952,000	992,500	-7.67%

General Fund  
Detailed Revenues (cont.)

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Miscellaneous Revenue								
36-1000	Investment Income	\$ 96,281	\$ 7,316	\$ 40,000	\$ 2,871	\$ 5,500	\$ 15,000	-62.50%
37-1010	Main street Sponsorship	-	-	-	-	-	5,000	100.00%
37-1200	Wellness Contribution	1,000	10,000	10,000	-	10,000	30,000	200.00%
38-1003	Lease - Shrine Club	1,732	1,615	1,750	1,350	1,900	1,900	8.57%
38-1006	Lease - North Beach Grill	52,145	60,500	66,000	49,500	66,000	66,000	0.00%
38-1008	Lease - North Beach Concession	14,400	13,200	14,400	10,800	14,400	14,400	0.00%
38-9003	Miscellaneous Revenue	109,453	86,434	108,500	11,265	15,000	50,000	-53.92%
	Total Miscellaneous Revenue	275,011	179,065	240,650	75,786	112,800	182,300	-24.25%
Other Financing Sources								
39-1200	Transfer from other funds	2,145,032	2,280,246	1,713,600	1,935,739	3,000,000	2,750,000	60.48%
39-2100	Sale of Capital Assets	19,355	3,397	151,000	125,000	125,000	25,000	-83.44%
39-1300	Applied General Fund Reserve	-	-	-	-	-	-	0.00%
	Total Other Financing Sources	2,164,387	2,283,643	1,864,600	2,060,739	3,125,000	2,775,000	48.83%
	Total General Fund Revenue	<b>\$ 12,687,605</b>	<b>\$ 15,196,906</b>	<b>\$ 14,252,425</b>	<b>\$ 10,465,212</b>	<b>\$ 16,522,059</b>	<b>\$ 16,153,750</b>	13.34%



Page Intentionally Left Blank

# General Fund: City Council

## **Department Description:**

The City Council is an elected body, made up of one elected Mayor, and six elected City Council members. Each City Council member is elected to serve a four year term. Council Members are elected at-large and are non-partisan. The City has a staggered election cycle where three seats are up for re-election every two years. The Mayor's seat is up for re-election every four years. The Council is responsible for appointing the City Manager who serves as the Chief Administrative Officer for the City.

## **Services:**

- Adopt the annual budget, levy taxes, and appropriate funds for the operation of the City;
- Adopt policies for City operations;
- Adopt ordinances and resolutions;
- Appoint and evaluate the performance of the City Manager;
- Approve contracts for City services and products;
- Chair and serve on City committees.

## **Personnel:**

- Mayor
- Mayor Pro Tem
- Council Members (5)

## **2023 Strategic Goal Initiatives:**

- Modify the Land Development Code and Master Plan
- Prioritize capitalize projects to help guide staff in the development of the five-year capital improvement plan
- Develop a beach renourishment plan
- Develop plan to improve litter removal on the beach and parks
- Complete plans for the Tybee 135<sup>th</sup> birthday celebration

General Fund Expenditures  
City Council - 1110

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Council Salaries	\$ 36,000	\$ 37,200	\$ 37,200	\$ 27,900	\$ 37,200	\$ 37,200	0.00%
51-1400	Employee Other Benefits	8,100	8,400	8,400	6,586	8,400	8,400	0.00%
51-2100	Insurance Benefits	446	482	500	161	161	500	0.00%
51-2200	FICA Taxes	3,373	3,488	3,488	2,616	3,490	3,490	0.06%
	Total Personnel	47,919	49,570	49,588	37,263	49,251	49,590	0.00%
Services								
52-1200	Legal	310,206	347,079	250,000	96,314	300,000	250,000	0.00%
52-1204	Ethics Committee	1,540	5,740	1,500	1,500	1,500	1,500	0.00%
52-3500	Travel & Training	21,193	500	20,000	4,209	10,000	20,000	0.00%
52-3600	Dues & Membership	13,060	6,704	14,000	12,700	14,000	14,000	0.00%
	Total Services	345,999	360,023	285,500	114,723	325,500	285,500	0.00%
Supplies								
53-1100	Supplies	12,336	8,701	9,100	2,248	8,000	9,100	0.00%
	Total Supplies	12,336	8,701	9,100	2,248	8,000	9,100	0.00%
	Total City Council	406,254	418,294	344,188	154,234	382,751	344,190	0.00%

Significant Variances Explanation:  
None

## General Fund: Clerk of Council

### **Department Description:**

The mission of the Clerk's office is to fulfill the statutory requirements of election administration; legal notice dissemination; and the preparation and preservation of all official minutes, documents and records of the City.

### **Services:**

- Election administration and election inspector training;
- Adherence to all election related laws of the State of Georgia and the Federal government;
- Prepare and maintain City records;
- Respond to informational requests from the general public, including open record requests;
- Prepare and publish legal notices to the public;
- Act as administrator to the City Council. Prepare and maintain minutes of Council meetings.

### **Personnel:**

- Clerk of Council

General Fund Expenditures  
Clerk of Council - 1130

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 61,117	\$ 63,215	\$ 67,934	\$ 47,480	\$ 67,934	\$ 71,330	5.00%
51-1400	Employee Other Benefits	1,200	2,450	5,600	3,315	4,530	5,910	5.54%
51-2100	Insurance Benefits	8,898	9,284	8,850	6,691	9,034	10,098	14.10%
51-2200	FICA Taxes	4,630	4,863	5,625	3,785	5,545	5,909	5.05%
51-2400	Retirement	4,910	5,373	3,246	2,840	3,653	3,736	15.10%
	Total Personnel	80,755	85,185	91,255	64,111	90,696	96,983	6.28%
Services								
52-1125	Election Expense	285	-	3,250	2,483	2,500	3,250	0.00%
52-3500	Travel & Training	5,245	2,942	4,500	1,118	2,500	4,500	0.00%
52-3600	Dues & Membership	314	305	400	200	350	400	0.00%
52-3930	Record Management	300	13,017	4,800	3,945	4,800	4,800	0.00%
52-3900	Other	3,870	6,766	4,000	2,890	4,000	4,000	0.00%
	Total Services	10,014	23,030	16,950	10,636	14,150	16,950	0.00%
Supplies								
53-1100	Supplies	3,021	2,395	4,050	478	2,500	4,050	0.00%
53-1700	Other	9,740	-	10,000	-	10,000	10,000	0.00%
	Total Supplies	12,761	2,395	14,050	478	12,500	14,050	0.00%
	Total Clerk of Council	<u>103,530</u>	<u>110,610</u>	<u>122,255</u>	<u>75,225</u>	<u>117,346</u>	<u>127,983</u>	4.69%

Significant Variances Explanation:  
None

# General Fund: City Manager

## Department Description:

The City Manager is responsible for the coordination and oversight of the day-to-day City operations, consistent with the policies established by the City Council. The City Manager facilitates the execution of the City's programs and initiatives in the most efficient, responsive, and fiscally responsible manner possible. Additionally, the City Manager is responsible for providing recommendations to the City Council necessary to adopt appropriate policy, provide leadership, and establish and organizational system to achieve goals and initiatives. Communications & Outreach acts as the public information officers and is the main communication connection between City Council, staff, residents, visitors and businesses.

## Services:

- Responsible for all general operations of the City;
- Conducts annual evaluation of department heads;
- Carries out policy directives of City Council;
- Represents the City in intergovernmental matters at the federal, state and county level;
- Facilitates the implementation of capital improvement plan and long-term strategic plan;
- Advises City Council on present and future financial, personnel and program needs;
- Communication liaison;
- Management of Main street and South Beach District.

## Personnel:

- City Manager
- Assistant City Manager / Communications
- Facilities / Special Events Coordinator
- Main Street Manager
- Receptionist

## Department Focus:

Coordinate with departments to assure that resources are used effectively to accomplish the goals established by the City Council, and departments have the resources they need to accomplish these goals.

## General Fund: City Manager (continued)

### 2023 Strategic Plan Initiatives:

- Assist the Mayor & City Council in the development of strategic plan
- Develop plan with department heads that reflect the Council goals
- Develop a plan for future beach nourishment
- Develop a budget that reflects the strategic plan
- Create budget narrative that demonstrates how the budget reflects strategic plan
- Assist the Mayor & City Council in development of improved policy process
- Formalize committee membership with Mayor
- Formalize agenda process
- Include public comments section at public meetings
- Focus committee work on the strategic plan
- Increase public relations and marketing of City accomplishments
- Improve customer experience

General Fund Expenditures  
City Manager - 1320

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 167,089	\$ 169,739	\$ 137,588	\$ 148,540	\$ 237,060	\$ 334,821	143.35%
51-1300	Overtime	78	-	-	-	-	-	100.00%
51-1400	Employee Other Benefits	1,650	4,700	5,550	5,845	8,400	14,917	168.77%
51-2100	Insurance Benefits	27,417	27,841	22,343	19,694	30,655	50,175	124.57%
51-2200	FICA Taxes	12,578	13,014	10,950	11,627	18,780	26,825	144.98%
51-2400	Retirement	9,088	14,660	6,492	6,333	7,955	18,671	187.60%
	Total Personnel	217,900	229,954	182,923	192,039	302,850	445,409	143.50% (1)
Services								
52-1300	Contract Services	56,458	87,489	64,000	43,384	63,900	183,500	186.72% (2)
52-1260	South Beach District	27,707	32,238	32,550	28,320	32,550	41,600	27.80%
52-1265	Main Street	43,154	24,606	59,250	26,945	59,250	93,200	57.30% (3)
52-3500	Travel & Training	4,644	908	4,000	4,103	4,300	8,200	105.00%
52-3600	Dues & Membership	1,415	1,771	2,500	1,730	2,300	4,400	76.00%
	Total Services	133,378	147,012	162,300	104,482	162,300	330,900	103.88%
Supplies								
53-1100	Supplies	8,708	12,004	13,500	1,864	3,500	27,000	100.00% (4)
	Total Supplies	8,708	12,004	13,500	1,864	3,500	27,000	100.00%
Capital								
54-1410	Other Capital	7,416	12,169	-	-	-	-	0.00%
	Total Capital	7,416	12,169	-	-	-	-	0.00%
	Total City Manager	367,402	401,139	358,723	298,385	468,650	803,309	123.94%

Significant Variances Explanation:

- (1) Increase due to a reorganization of city personnel and addition of communications and community outreach
- (2) Increase as a result of additional costs associated with new communications and outreach office and website/social media redesign and management
- (3) Increase due to the addition of holiday events previously accounted for public works, as well as planning and design firm costs related to Main Street
- (4) Increase due to addition of personnel and programs



## General Fund Expenditures Expenditure Detail - City Manager

---

### 1300 - Contract Services

Beach Management (Coastal liason and legal)	78,500
Beach Tilling	15,000
Website/social media redesign and management	50,000
Communications and outreach	20,000
Other	<u>20,000</u>
Total	183,500

### 1260 - South Beach District

Holiday Supplies	14,000
Other (Fireworks)	25,800
Storage Unit Rental	<u>1,800</u>
Total	41,600

### 1265 - Mainstreet

Equipment Rental	6,000
Advertising	18,600
Travel & Training	7,600
Dues & Membership	1,000
Contract Services	55,000
Supplies	<u>5,000</u>
Total	93,200

## General Fund: Finance

### Department Description:

The Finance Department is responsible for insuring the fiscal integrity of the City through maintenance of all financial records, collections, investments, and distribution of funds. The Finance Department is also responsible for producing relevant financial data needed to make informed decisions about the effective use of our resources, to ensure the safety of City resources through efficient use of internal controls, and to satisfy applicable accounting and financial regulations. Finance is also responsible for the management of short-term vacation rental activity, alcohol, and business licenses.

### Services:

- Financial transaction processing such as utility billing, accounts receivable billing, accounts payable and payroll processing;
- Cash management and investment of City funds;
- Oversight of all financial transactions and processes to ensure compliance with Federal, State and local regulations;
- Coordination and preparation of the City's annual budget and continued monitoring of budget to actual results;
- Responsible for ensuring City accounting records are prepared in accordance with generally accepted accounting principles;
- Preparation of the City's financial statements;
- Preparation of the annual financial statement audit and any compliance audits;
- Management of short term vacation rental activity;
- Management of room tax collection;
- Management of business and alcohol licensing.

### Personnel:

- Finance Director
- Finance Manager
- Payroll & Administrative Assistant
- Accounts Payable Clerk
- Accounts Receivable Clerk
- Business License Coordinator
- STVR Coordinator

## General Fund: Finance (continued)

### **Department Focus:**

Connect all departments to tell the financial story of the City.

### **2023 Strategic Plan Initiatives:**

- Develop the financial plan for the five year capital improvement plan
- Gather data for Government Finance Officer Association's budget and financial award
- Establish fund balance policy and assess the remainder of internal financial policies
- Improve communication with public
- Maintain and improve service levels

General Fund Expenditures  
Finance - 1510

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 93,243	\$ 120,332	\$ 225,670	\$ 204,878	\$ 269,472	\$ 334,579	48.26%
51-1300	Overtime	21,492	20,211	3,715	16,729	20,000	3,476	-6.43%
51-1400	Employee Other Benefits	2,359	8,875	10,924	10,010	13,730	19,913	82.29%
51-2100	Insurance Benefits	45,803	53,669	35,739	35,864	49,175	63,265	77.02%
51-2200	FICA Taxes	22,167	26,450	18,382	17,578	23,195	27,386	48.98%
51-2400	Retirement	21,651	20,529	16,229	13,145	17,205	28,616	76.33%
	Total Personnel	206,715	250,066	310,659	298,204	392,777	477,235	53.62% (1)
Services								
52-1300	Contract Services	56,666	47,639	71,500	59,053	66,113	190,500	166.43% (2)
52-3100	Property & Liability Insurance	264,142	241,601	156,960	133,274	160,000	158,306	0.86%
52-5500	Insurance Deductibles	27,217	16,052	15,000	13,513	15,000	15,000	0.00%
52-3300	Advertising	-	720	5,000	1,178	-	5,000	0.00%
52-3500	Travel & Training	24,595	549	8,000	1,392	5,000	8,000	0.00%
52-3600	Dues & Membership	1,121	1,593	1,600	150	1,200	1,200	-25.00%
52-3990	CC & Bank Service Charges	205,093	323,057	355,000	245,200	275,000	275,000	-22.54%
	Total Services	578,834	631,211	613,060	453,760	522,313	653,006	6.52%
Supplies								
53-1100	Supplies	6,779	6,707	12,600	3,095	7,500	8,500	-32.54%
53-1600	Equipment	8,864	8,730	3,000	-	3,000	3,000	0.00%
53-3220	Postage & Freight	2,798	9,594	7,500	5,126	8,000	8,000	6.67%
	Total Supplies	18,441	25,031	23,100	8,221	18,500	19,500	-15.58%
Capital								
54-1410	Other Capital	16,820	-	-	-	-	-	0.00%
	Total Capital	16,820	-	-	-	-	-	0.00%
	Total Finance	820,810	906,308	946,819	760,185	933,590	1,149,741	21.43%

Significant Variances Explanation:

- (1) Increase due to a reorganization of city personnel and addition of STVR Coordinator
- (2) Software costs associated with STVR's previously accounted for in Community Development budget

Item #2.

General Fund Expenditures  
Expenditure Detail - Finance

---

1300 - Contract Services

Audit	31,000
County Tax Administration	25,000
Armored Car Service	9,000
Host Compliance (STVR management system)	125,000
Other	<u>500</u>
Total	190,500

3500 - Travel & Training

GFOA Conference	500
GAAP Updates	2,000
GGFOA Conference (5 employees)	5,000
Payroll and AP Training	<u>500</u>
Total	8,000

3600 - Dues & Membership

GFOA	300
AICPA	300
Georgia State Organizations	<u>600</u>
Total	1,200

1100 - Supplies

Banking and security supplies	5,000
Computer Supplies	1,000
Office Supplies	2,000
Other	<u>500</u>
Total	8,500

# General Fund: Information Technology

## **Department Description:**

The Information Technology Department is responsible for ensuring the technological integrity of the City through the maintenance and management of all hardware and software equipment and services.

## **Services:**

- Management of all network equipment;
- Management of all software;
- Maintenance and support of all City computers;
- User support for all department level systems;
- Management of public safety network equipment;
- Management of technology related contracts.

## **Personnel:**

- IT Director
- IT Support Specialist

## **Department Focus:**

To meet the needs of internal and external customers by providing cyber security, end user support, communication and information.

## **2023 Strategic Plan Initiatives:**

- Improve GIS services
- Develop five year service plan and implement year one
- Improve and expand public WIFI access
- Begin consolidation of all security camera systems
- Maintain and improve service levels

General Fund Expenditures  
Information Technology - 1535

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 149,356	\$ 132,654	\$ 138,051	\$ 90,308	\$ 126,516	\$ 123,554	-10.50%
51-1300	Overtime	2,915	2,054	2,000	1,123	2,000	1,365	-31.75%
51-1400	Employee Other Benefits	7,000	7,125	12,630	7,944	10,833	13,157	4.17%
51-2100	Insurance Benefits	25,676	27,215	22,926	16,295	20,276	17,151	-25.19%
51-2200	FICA Taxes	12,066	10,524	12,009	7,453	10,660	10,563	-12.04%
51-2400	Retirement	10,674	16,041	9,738	8,508	10,944	7,468	-23.31%
	Total Personnel	207,687	195,613	197,354	131,631	181,229	173,258	-12.21%
Services								
52-1300	Contract Services / Software	489,587	501,381	557,800	437,683	583,575	650,000	16.53% (1)
52-2200	Equipment Maintenance	14,437	8,688	12,500	1,202	10,000	5,000	-60.00%
52-2320	Equipment Rental	22,867	23,217	20,000	5,605	15,000	15,000	-25.00%
52-3500	Travel & Training	1,572	436	1,500	-	-	-	-100.00%
	Total Services	528,463	533,722	591,800	444,490	608,575	670,000	13.21%
Supplies								
53-1100	Supplies	2,807	328	4,050	2,923	4,050	10,000	146.91%
53-1600	Equipment	39,827	58,498	81,000	65,027	81,000	60,000	-25.93%
53-1700	Other	984	-	-	-	-	-	0.00%
	Total Supplies	43,618	58,826	85,050	67,950	85,050	70,000	-17.70%
Capital								
54-2100	Furniture & Equipment	19,331	-	-	-	-	-	0.00%
54-1410	Other Capital	55,027	-	-	-	-	-	0.00%
	Total Capital	74,358	-	-	-	-	-	0.00%
	Total Information Technology	854,126	788,161	874,204	644,071	874,854	913,258	4.47%

Significant Variances Explanation:

- (1) Increase due to continued rise of technology costs as well as addition of new technology within the City

## General Fund Expenditures Expenditure Detail - Information Technology

---

### 1300 - Contract Services

Phone / Internet	147,000
Network contracts	286,500
Website contracts	23,500
Software licenses	168,000
Other	<u>25,000</u>
Total	650,000

### 1100 - Supplies

Office supplies	5,000
Computer supplies	<u>5,000</u>
Total	10,000

### 1600 - Small Equipment

Computers & accessories	40,000
Office equipment	<u>20,000</u>
Total	60,000



Page Intentionally Left Blank

# General Fund: Human Resources

## **Department Description:**

The Human Resource Department's mission is to strategically support the City's efforts to attract, retain, and engage a talented and efficient workforce.

## **Services:**

- Administers all employee benefit plans;
- Oversees recruitment and hiring of all new employees;
- Management of employee on-boarding process;
- Management of all employee discipline cases;
- Employee record maintenance;
- Oversees employee termination and ethics violations.

## **Personnel:**

- Human Resource Director
- Human Resource Generalist

## **Department Focus:**

Assist departments attract, promote and retain talent

## **Strategic Plan 2022 Initiatives:**

- Update City's Policy & Procedure manual
- Upgrade and improve training and development for City employees
- Assist departments in development department head succession plan
- Develop plan to improve human resource function

General Fund Expenditures  
Human Resources - 1540

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 78,148	\$ 91,950	\$ 52,758	\$ 46,310	\$ 67,462	\$ 127,242	141.18%
51-1400	Employee Other Benefits	3,000	2,775	3,079	2,438	3,089	7,330	138.06%
51-2100	Insurance Benefits	8,973	12,544	10,805	8,817	11,847	23,621	118.61%
51-2200	FICA Taxes	6,123	7,768	4,271	3,702	5,397	10,288	140.88%
51-2400	Retirement	5,531	7,045	3,246	3,119	3,932	7,468	130.07%
	Total Personnel	101,775	122,082	74,159	64,386	91,727	175,949	137.26% (1)
Services								
52-1300	Contract Services	23,480	62,482	30,000	18,635	56,160	73,500	145.00% (2)
52-2700	Workers Compensation Insurance	192,766	216,990	150,331	150,330	150,330	156,000	3.77%
52-3500	Travel & Training	1,822	9,900	17,400	13,243	24,900	27,400	57.47% (3)
52-3600	Dues & Membership	524	928	1,200	-	1,200	1,200	0.00%
52-2900	Employee Wellness & Benefit Programs	6,490	23,164	25,294	-	25,294	35,000	38.37% (4)
	Total Services	225,082	313,464	224,225	182,208	257,884	293,100	30.72%
Supplies								
53-1100	Supplies	3,735	903	2,880	230	2,880	3,000	4.17%
53-1700	Other	1,722	-	18,685	16,326	18,685	18,685	0.00%
	Total Supplies	5,457	903	21,565	16,556	21,565	21,685	0.56%
	Total Human Resources	332,314	436,449	319,949	263,150	371,176	490,734	53.38%

Significant Variances Explanation:

- (1) Increase to reflect mid-year salary adjustment and addition of full-time generalist position
- (2) To align with strategic plan, additional services were added for paperless system, recruitment, background checks and drug screens
- (3) Increase to reflect additional training requirements and on-boarding costs
- (4) Increase due to additional funding from United Health Care

## General Fund Expenditures Expenditure Detail - Human Resources

---

### 1300 - Contract Services

Drug Screens	6,000
Background Checks	10,000
3rd Party HR Assistance	8,000
Paperless HR system (annual contract)	10,000
Employee Pay Study (Bi-annual)	24,500
Recruitment	<u>15,000</u>
Total	73,500

### 2900 - Employee Wellness & Benefit Programs

Employee Annual Training	10,000
Employee Appreciation Lunches and Awards	10,000
Wellness Program Supplies	10,000
Other	<u>5,000</u>
Total	35,000 **

\*\*\$30,000 funded from United Healthcare

Page Intentionally Left Blank

# General Fund: Municipal Court

## **Department Description:**

Municipal Court has jurisdiction over alleged infractions of city ordinances, traffic offenses, and some misdemeanor offenses. The court also issues criminal warrants and conducts preliminary criminal hearings. The mission of the Municipal Court department is to provide high quality customer service in an efficient, professional, and fair manner; and in doing so, maintain the public's respect, confidence and satisfaction. The department uses available tools and programs to reduce instances of recidivism and make the Tybee Island community safer.

## **Services:**

- Schedule all court appearances;
- Answer questions from the public defendants and attorneys regarding court appearances, monies owed and general court proceedings;
- Apply payments efficiently and with accuracy;
- Maintain records.

## **Personnel:**

- Court Director
- Court Clerk
- Assistant Court Clerk

## **Strategic Plan 2022 Initiatives:**

- Continue adjudication study to ensure fair and equitable practices.
- Staying current with Georgia state laws governing municipal courts.
- Develop and recommend municipal court policies
- Create premier working environment for staff

General Fund Expenditures  
Municipal Court - 2650

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 163,320	\$ 158,481	\$ 170,316	\$ 117,939	\$ 163,796	\$ 178,837	5.00%
51-1300	Overtime	444	81	1,200	135	500	500	-58.33%
51-1400	Employee Other Benefits	3,882	6,950	11,270	8,962	11,270	12,200	8.25%
51-2100	Insurance Benefits	30,096	27,908	26,375	20,077	27,100	30,119	14.20%
51-2200	FICA Taxes	12,647	12,363	13,983	9,532	13,431	14,653	4.79%
51-2400	Retirement	9,493	13,964	9,738	8,161	10,597	11,198	14.99%
	Total Personnel	219,882	219,747	232,882	164,806	226,694	247,507	6.28%
Services								
52-1300	Contract Services	10,958	8,095	12,800	366	800	7,300	-42.97%
52-1101	Judge	2,400	2,400	2,400	1,800	2,400	2,400	0.00%
52-1211	Attorney(s)	12,770	14,179	19,700	10,733	19,700	19,700	0.00%
52-3500	Travel & Training	4,123	1,009	4,000	323	600	4,000	0.00%
52-3600	Dues & Membership	333	370	550	185	400	550	0.00%
	Total Services	30,584	26,053	39,450	13,407	23,900	33,950	-13.94%
Supplies								
53-1100	Supplies	3,972	4,318	7,020	3,344	7,000	7,400	5.41%
	Total Supplies	3,972	4,318	7,020	3,344	7,000	7,400	5.41%
	Total Municipal Court	254,438	250,118	279,352	181,557	257,594	288,857	3.40%

Significant Variances Explanation:

None

General Fund Expenditures  
Expenditure Detail - Municipal Court

---

1000 - Contract Services

Interpreter	800
Armored car	5,500
Miscellaneous	<u>1,000</u>
Total	7,300

1100 - Supplies

Postage	1,000
Uniforms	600
Books	1,500
Office supplies	<u>4,300</u>
Total	7,400

1211 - Attorneys

Public Defender	12,500
Assistant District Attorney	<u>7,200</u>
Total	19,700



Page Intentionally Left Blank

# General Fund: Police & Code Enforcement

## Department Description:

The City of Tybee Police Department strives to promote impartial, ethical and professional law enforcement services in an efficient and effective manner. The Department provides services which contribute to the preservation of life, the protection of property, and the general safety of the community. The Department works cooperatively with members of the community to preserve peace, reduce fear, and ensure the safety and protection of those who reside, work and visit Tybee.

## Services:

- 24 hour / 7 day a week patrol services;
- Detection, apprehension, and prosecution of violators and offenders of local, state, and federal laws;
- Conduct complex criminal investigations;
- Directed patrol;
- Accident investigation;
- Crime prevention;
- Code enforcement.

## Personnel:

- |                                |                   |                            |
|--------------------------------|-------------------|----------------------------|
| • Chief                        | • Lieutenants (4) | • Senior Officers (4)      |
| • Assistant Chief              | • Marshal         | • Officers (9)             |
| • Majors (2)                   | • Sergeants (7)   | • Detention Officers (1.5) |
| • Captain                      | • Corporals (2)   | • Code Enforcement (8)     |
| • Office / Records Coordinator |                   |                            |

## 2023 Strategic Plan Initiatives:

- Maintain state certification
- Fill all patrol vacancies
- Increase training opportunities for staff
- Increase the use of technology
- Improve the condition of fleet vehicles
- Develop and improve community outreach programs

General Fund Expenditures  
Police & Code Enforcement - 3210

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 1,423,141	\$ 1,785,872	\$ 2,016,844	\$ 1,356,899	\$ 1,916,899	\$ 2,397,242	18.86%
51-1200	Part-time / Seasonal Wages	113,863	130,511	22,721	21,676	21,676	28,681	26.23%
51-1300	Overtime	131,159	139,801	111,000	104,366	160,366	90,000	-18.92%
51-1400	Employee Other Benefits	11,324	9,600	81,703	23,878	31,984	81,540	-0.20%
51-2100	Insurance Benefits	278,759	315,469	378,919	241,680	322,680	483,988	27.73%
51-2200	FICA Taxes	128,282	155,800	170,769	114,100	160,569	198,702	16.36%
51-2400	Retirement	109,999	122,185	135,888	99,517	134,161	160,552	18.15%
	Total Personnel	2,196,527	2,659,238	2,917,844	1,962,116	2,748,335	3,440,705	17.92% (1)
Services								
52-1300	Contract Services	88,275	107,986	215,000	87,390	283,426	239,592	11.44% (2)
52-1195	Code Enforcement	-	-	41,420	15,720	43,000	75,100	81.31% (3)
52-2201	Building Maintenance	8,353	8,548	10,000	3,359	18,141	15,000	50.00%
52-2200	Vehicle / Equipment Maintenance	3,296	5,449	5,000	2,780	4,800	5,000	0.00%
52-2320	Vehicle / Equipment Lease(s)	102,809	98,416	185,000	84,488	128,000	264,200	42.81% (4)
52-3500	Travel & Training	47,474	34,230	41,630	12,613	40,000	56,000	34.52% (5)
52-3600	Dues & Membership	4,651	1,838	3,975	1,360	2,500	4,000	0.63%
	Total Services	254,858	256,467	502,025	207,710	519,867	658,892	31.25%
Supplies & Other Items								
53-1100	Supplies	41,276	38,391	37,380	28,092	38,000	36,975	-1.08%
53-1115	Ammunition	8,779	8,173	10,300	762	11,000	11,500	11.65%
53-1600	Equipment	64,024	95,532	91,715	4,750	60,000	102,900	12.20%
53-1270	Fuel	47,229	61,485	60,000	45,861	80,000	70,000	16.67%
53-1700	Other	1,814	5,373	3,700	-	3,700	7,500	102.70%
	Total Supplies	163,122	208,954	203,095	79,465	192,700	228,875	12.69%

General Fund Expenditures  
 Police & Code Enforcement - 3210 (continued)

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Capital								
54-2100	Vehicles & Equipment	<u>121,229</u>	<u>104,390</u>	-	-	-	-	0.00%
	Total Capital	121,229	104,390	-	-	-	-	0.00%
	Total Police & Code Enforcement	<u>2,735,736</u>	<u>3,229,049</u>	<u>3,622,964</u>	<u>2,249,291</u>	<u>3,460,902</u>	<u>4,328,472</u>	19.47%

Significant Variances Explanation:

- (1) Increase is a result of numerous promotions and addition of Assistant Police Chief position
- (2) Increase in budget to reflect the higher costs of police related services (body cameras, fingerprinting, etc.)
- (3) As code enforcement continues to grow, costs associated with program will continue to increase
- (4) The police / code enforcement leased vehicle fleet has increased from 19 to 37 vehicles
- (5) Many of the police training programs are held off Island requiring hotel stays and travel

General Fund Expenditures  
Expenditure Detail - Police & Code Enforcement

1300 - Contract Services		1100 - Supplies	
Body & Fleet Camera's	81,100	Supplies	11,000
Flock Camera's	71,500	Uniform & accessories	25,000
PowerDMS	6,000	Other	<u>975</u>
Guardian Tracking	1,550	Total	36,975
State Certification	375		
Fire Extinguishers / Building	2,730	3500 - Travel & Training	
Fingerprinting	37,280	Hotels & travel	25,000
NetMotion	1,672	Conferences & academy (FBI, GACP, POAG)	14,000
Vigilant	2,000	Firearm training	12,000
LEADS Online	2,950	Physicals	<u>5,000</u>
CLEAR Software	2,835	Total	56,000
Cloud Gavel Warrant Software	1,200		
GTA GCIC Connection	5,000	1600 - Equipment	
Savannah Professional Maintenance	9,000	Protective Gear	9,900
Custodial	9,000	Protective Equipment	63,000
Armored Car Service	<u>5,400</u>	Handhelds	4,500
Total	239,592	Sallyport	5,500
		Other	4,000
1195 - Code Enforcement		Safety equipment	<u>16,000</u>
Animal services equipment	1,500	Total	102,900
Contract services	14,800		
Travel & training	21,800	1700 - Other	
Dues & memberships	1,200	Community Police Programs	4,000
Supplies & uniforms	25,800	Investigations	<u>3,500</u>
Equipment	<u>10,000</u>	Total	7,500
Total	75,100		
2320 - Vehicle / Equipment Lease			
Current PD Fleet (17 vehicles)	100,000		
Current Code Enforcement Fleet (2 vehicles)	13,000		
Additional PD Fleet requested (18 vehicles @ \$700 per vehicle)	<u>151,200</u>		
Total	264,200		

## General Fund: Fire & Beach Safety

### **Department Description:**

Tybee Island Fire Department is a Fire / Rescue combination department that provides emergency services to the City of Tybee Island, Spanish Hammocks, Chimney Creek, DAV Island, USCG Station Tybee, and Fort Pulaski. The Fire Department is dedicated to protecting lives and property through excellence in fire protection, emergency medical services, rescue, education, disaster management, and treating customers with compassion and respect. The Department is also responsible for the lifeguard program and beach safety.

### **Services:**

- 24 hour / 7 day a week fire suppression services;
- 24 hour / 7 day a week first responder services;
- 24 hour / 7 day a week water rescue response;
- Management of seasonal beach lifeguard program;
- Management of ISO Class rating (current rating 4 on scale of 1 -10);
- Emergency Management

### **Personnel:**

- Chief
- Assistant Fire Chief
- Captain / Special Operations
- Lieutenant (3)
- Sergeant (3)
- Firefighters (12)
- City Marshal
- Seasonal Lifeguards

## General Fund: Fire & Beach Safety (continued)

### **Department Focus:**

Provide emergency response to high risk, low frequency events, beach safety, EMS and emergency management

### **2023 Strategic Plan Initiatives:**

- Improve awareness and education of fire rescue services
- Improve City's ISO rating
- Develop a five year CIP and implement year one
- Maintain and improve EMS service
- Maintain and improve emergency management

General Fund Expenditures  
Fire & Beach Safety - 3510

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 640,894	\$ 899,773	\$ 941,873	\$ 586,576	\$ 890,565	\$ 1,232,567	30.86%
51-1200	Part-time / Seasonal Wages	348,101	336,165	362,369	117,853	308,148	315,000	-13.07%
51-1300	Overtime	97,513	151,739	115,000	96,963	144,368	90,000	-21.74%
51-1400	Employee Other Benefits	10,506	15,725	73,500	14,776	18,280	37,500	-48.98%
51-2100	Insurance Benefits	119,212	177,444	198,008	117,928	166,753	266,296	34.49%
51-2200	FICA Taxes	83,847	106,259	113,756	62,224	104,144	128,143	12.65%
51-2400	Retirement	18,616	29,230	68,163	45,711	62,751	82,145	20.51%
51-2500	Firefighters Pension Fund	5,050	7,925	6,000	2,625	7,925	8,000	33.33%
	Total Personnel	1,323,739	1,724,260	1,878,669	1,044,656	1,702,934	2,159,651	14.96% (1)
Services								
52-2200	Vehicle & Equipment Maintenance	35,027	33,953	74,500	17,844	74,500	35,000	-53.02%
52-2201	Building Maintenance	7,164	6,804	15,000	3,222	15,000	15,000	0.00%
52-2320	Vehicle Lease(s)	5,652	7,365	6,800	5,212	6,800	7,000	2.94%
52-3500	Travel & Training	19,567	14,102	26,000	19,643	26,000	35,000	34.62%
52-3600	Dues & Membership	-	1,000	7,500	-	7,500	7,500	0.00%
52-3900	Other - Contract Services	28,806	16,474	-	-	-	-	0.00%
	Total Services	96,216	79,698	129,800	45,921	129,800	99,500	-23.34%
Supplies & Other Items								
53-1100	Supplies	78,720	64,022	66,150	41,808	66,150	105,000	58.73% (2)
53-1104	Emergency Management	12,974	26,376	39,150	2,339	39,150	50,000	27.71% (3)
53-1600	Equipment	21,686	60,080	63,500	8,255	63,500	80,000	25.98% (4)
53-1270	Fuel	6,653	9,565	21,000	20,334	15,000	15,000	-28.57%
53-1700	Other	800	3,581	3,500	194	3,500	3,500	0.00%
	Total Supplies	120,833	163,624	193,300	72,930	187,300	253,500	31.14%



General Fund Expenditures  
 Fire & Beach Safety - 3510 (continued)

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Capital								
54-2100	Vehicles & Equipment	186,257	42,221	-	-	-	-	0.00%
	Total Capital	186,257	42,221	-	-	-	-	0.00%
	Total Fire & Beach Safety	<u>1,727,045</u>	<u>2,009,803</u>	<u>2,201,769</u>	<u>1,163,507</u>	<u>2,020,034</u>	<u>2,512,651</u>	14.12%

Significant Variance Explanation:

- (1) Increase due to a reorganization of fire personnel and addition of Assistant Fire Chief and Fire Marshal positions
- (2) Increase due to station wear, uniforms, beachwear, medical supplies and supplies for operations at two facilities
- (3) Increase to purchase necessary equipment to proficiently operate an Emergency Operations Center
- (4) Additional funding will be used to update TEMA Command truck like radios, computers, etc.

General Fund Expenditures  
Expenditure Detail - Fire & Beach Safety

---

2200 - Vehicles / Equipment Maintenance	
Water Craft Maintenance	15,000
Club Cars	10,000
Apparatus / Equipment Servicing and Testing	<u>10,000</u>
Total	35,000

1600 - Equipment	
Replacement of saws, radios, other non-operational equipment	40,000
Water Rescue Equipment	15,000
Protective Gear	<u>25,000</u>
Total	80,000

3500 - Travel / Training	
Classes for continuing education/certification	20,000
Physical (St. Joseph-Fit for Duty)	<u>15,000</u>
Total	35,000

1300 - Other	
Community Outreach	<u>3,500</u>
Total	3,500

1100 - Supplies	
Uniform & Accessories	20,000
Medical & First Aid	35,000
Station Supplies Fire and Beach Safety (Daily Operation)	<u>50,000</u>
Total	105,000

1104 - Emergency Management	
Hurricane supplies (sand, sandbags, vehicle rentals, etc.)	10,000
Standard supplies (tarps, containers, travel bags, etc.)	15,000
Small equipment (VHF aviation radio, handheld radios for rescue operations)	10,000
Vehicle / equipment maintenance (command vehicles, city generators)	<u>15,000</u>
Total	50,000

Page Intentionally Left Blank

## General Fund: Public Works

### Department Description:

The Department of Public Works is responsible for providing residents with a wide array of services that includes; solid waste and recycling collection, street maintenance, management of City's parks and recreation areas including beach clean-up, sanitary and stormwater, water distribution, street light maintenance, City's vehicle and equipment maintenance; planning, design, and construction management of capital and annual infrastructure improvements, ensuring all regulatory requirements are met.

### Services:

- Solid waste collection including refuse, recycling, and yard waste;
- Parks and greenspace maintenance and beautification;
- Maintain traffic signals and street lighting systems;
- Conduct vehicle fleet and equipment maintenance for Public Works Department, Police Department, Parking Services;
- Conduct maintenance for City buildings and other facilities;
- Maintain staffing for 24 hour / 7 day a week stand-by efforts;
- Develop, recommend, and implement capital improvement programs and projects.

### Personnel:

- Engineer / Director of Infrastructure
- Division Director
- Project Manager
- Mechanic Crew Leader
- Mechanic Foreman
- Mechanic
- Building Maintenance Crew Leader
- Building Maintenance Foreman
- Landscape Crew Leader
- Landscape Foreman
- Construction Crew Leader
- Construction Foreman
- Laborer I (7)
- Laborer II (5)
- Laborer III (3)
- Recycling Coordinator
- Administrative Assistant

## General Fund: Public Works (continued)

### 2023 Strategic Plan Initiatives:

- Develop PASER rating for all city streets
- Develop five year paving plan and implement year one
- Develop five year water / sewer capital improvement plan and implement year one
- Develop five year building capital improvement plan and implement year one
- Develop five year stormwater capital improvement plan and implement year one
- Develop five year grounds and landscaping capital improvement plan and implement year one
- Maintain and improve existing level of service, including:
  - Fleet Maintenance
  - Ground and Facility Maintenance
  - Trash Pick-up
  - Recycling
  - Mowing and Trimming
  - Street Maintenance

General Fund Expenditures  
Public Works - 4210

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 1,005,135	\$ 1,242,551	\$ 1,202,419	\$ 780,199	\$ 1,187,832	\$ 1,313,986	9.28%
51-1300	Overtime	77,148	55,767	60,000	36,119	60,000	60,000	0.00%
51-1400	Employee Other Benefits	15,900	17,300	51,655	25,321	32,521	58,355	12.97%
51-2100	Insurance Benefits	250,698	310,474	280,499	191,531	266,531	313,905	11.91%
51-2200	FICA Taxes	83,624	99,558	100,525	63,871	97,947	109,574	9.00%
51-2400	Retirement	71,488	72,237	94,129	68,437	91,972	108,279	15.03%
	Total Personnel	1,503,993	1,797,887	1,789,227	1,165,478	1,736,803	1,964,099	9.77% (1)
Services								
52-1235	Beach Maintenance	10,053	-	7,500	-	5,000	20,000	166.67% (2)
52-1300	Contract Services	110,066	127,463	147,500	66,785	150,000	140,000	-5.08%
52-2111	Refuse & Recycling	118,291	145,057	185,000	94,206	185,000	205,000	10.81% (3)
52-2140	Landscaping	590	-	125,000	6,030	100,000	70,000	-44.00%
52-2200	Vehicle & Equipment Maintenance	97,774	104,024	101,000	70,549	120,000	101,000	0.00%
52-2201	Building & Infrastructure Maintenance	72,616	49,848	100,000	71,181	120,000	122,500	22.50% (4)
52-2320	Vehicle / Equipment Lease(s)	2,797	46,455	116,400	76,379	115,000	102,505	-11.94%
52-3500	Travel & Training	9,826	3,131	7,500	2,267	3,500	7,500	0.00%
52-3600	Dues & Membership	820	785	500	35	500	3,500	600.00%
52-3900	Other	-	13,200	-	-	-	-	0.00%
	Total Services	422,833	489,963	790,400	387,432	799,000	772,005	-2.33%
Supplies & Other Items								
53-1100	Supplies	119,996	212,065	150,250	125,331	175,000	168,500	12.15%
53-1230	Utilities	245,455	269,252	265,000	168,532	265,000	265,000	0.00%
53-1600	Equipment	45,993	84,434	9,500	12,811	28,000	22,500	136.84% (5)
53-1270	Fuel	32,434	42,357	40,000	30,053	40,000	40,000	0.00%
	Total Supplies	443,878	608,108	464,750	336,727	508,000	496,000	6.72%

General Fund Expenditures  
Public Works - 4210 (continued)

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Capital								
54-1315	Buildings	53,542	313,421	-	-	-	-	0.00%
54-2100	Vehicles & Equipment	235,506	66,923	-	-	-	-	0.00%
54-1410	Infrastructure	230,067	58,138	-	-	-	-	0.00%
	Total Capital	519,115	438,482	-	-	-	-	0.00%
	Total Public Works	<u>2,889,819</u>	<u>3,334,440</u>	<u>3,044,377</u>	<u>1,889,637</u>	<u>3,043,803</u>	<u>3,232,104</u>	6.17%

Significant Variances Explanation:

- (1) Increase due to mid-year wage adjustments and reorganization of public work staff to align with strategic goals
- (2) Increase in beach maintenance budget to reflect goals in strategic plan
- (3) Budget increase to reflect the higher service costs for refuse removal
- (4) Increase to reflect strategic goals for maintenance / landscaping on City properties
- (5) A significant portion of public works equipment is not repairable and needs replacement

General Fund Expenditures  
Expenditure Detail - Public Works

1235 - Beach Maintenance			
Crossover maintenance	5,000	2320 - Leased Vehicles	
Beach signs	5,000	6 Fleet Vehicles	43,200
Refuse & recycling bins	10,000	Street Sweeper	59,305
Total	<u>20,000</u>	Total	<u>102,505</u>
1300 - Contract Services			
Tree Trimming	40,000	3500 - Travel & Training	
Stormwater Management	30,000	CDL	1,500
Pest Control	27,500	Confined space entry	1,500
Engineer /Architect	25,000	Traffic safety	1,500
Cintas (uniforms)	10,000	Continuing education	3,000
Custodial Services	7,500	Total	<u>7,500</u>
Total	<u>140,000</u>		
2140 - Landscaping			
Ditches and Outfalls	10,000	1100 - Supplies	
USH 80 Median	15,000	Public Restrooms (toilet paper, soap, bleach)	70,000
City Properties (including police station)	45,000	Gravel, signs, paper, lumber, paper	30,000
Total	<u>70,000</u>	Traffic signs and cones	26,000
		Safety Clothing	10,000
2200 - Vehicles & Equipment Maintenance			
City Manager	1,000	Yard / maintenance supplies	20,000
Parking	5,000	Office supplies	7,500
Police	10,000	Outdoor supplies (bug spray, sunscreen, first aid)	5,000
Public Works Vehicles	35,000	Total	<u>168,500</u>
Fire (4 Vehicles)	10,000		
Public Works Equipment	40,000	1600 - Equipment	
Total	<u>101,000</u>	Chainsaws, weed whackers, leaf blowers, mowers	12,500
		Safety equipment	10,000
2201 - Buildings & Infrastructure Maintenance			
Playground Equipment & Maintenance	10,000	Total	<u>22,500</u>
Dog Park Maintenance	2,500		
Solomon Ave Dust Control	25,000		
Speed Humps	25,000		
Crack Filling	50,000		
Other	10,000		
Total	<u>122,500</u>		



Page Intentionally Left Blank

# General Fund: Community Development

## **Department Description:**

The mission of the Community Development Department is to promote maintenance of property values and quality of physical environment throughout the City through the development and administration of comprehensive zoning, building and related codes, and land use planning. Also to advance economic growth and promote the City's role as a visitor destination through a dynamic, vibrant, and walkable downtown areas while preserving the City's character and appearance.

## **Services:**

- Approve and inspect permits and licenses related to building, occupancies, and land use;
- Perform plan exam and site plan reviews;
- Enforce City codes related to zoning, housing, building and nuisance items;

## **Personnel:**

- Community Development Director
- Zoning Specialist

## **Department Focus:**

Assist property owners and contractors through the construction and renovation process while ensuring compatibility with building codes and the flood ordinance.

## **2023 Strategic Plan Initiatives:**

- Continue to implement HMGP grant
- Develop a plan to improve City ISO rating
- Update land development code
- Maintain and improve service levels

General Fund Expenditures  
Community Development - 7220

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 236,840	\$ 251,791	\$ 273,309	\$ 136,486	\$ 174,006	\$ 145,802	-46.65%
51-1200	Part-time / Seasonal Wages	3,593	19,031	22,721	18,251	18,251	-	-100.00%
51-1300	Overtime	1,291	827	1,000	478	525	420	-58.00%
51-1400	Employee Other Benefits	4,545	10,600	19,320	8,751	10,404	8,450	-56.26%
51-2100	Insurance Benefits	44,032	45,758	43,836	27,435	33,426	25,629	-41.53%
51-2200	FICA Taxes	18,775	21,369	24,200	12,463	15,544	11,832	-51.11%
51-2400	Retirement	<u>20,232</u>	<u>17,410</u>	<u>16,229</u>	<u>12,625</u>	<u>16,684</u>	<u>7,470</u>	-53.97%
	Total Personnel	329,308	366,786	400,615	216,489	268,840	199,603	-50.18% (1)
Services								
52-1300	Contract Services	179,399	166,838	263,000	177,958	231,958	250,000	-4.94%
52-3500	Travel & Training	1,232	400	4,500	1,122	4,500	4,500	0.00%
52-3600	Dues & Membership	<u>551</u>	<u>571</u>	<u>600</u>	<u>427</u>	<u>414</u>	<u>465</u>	-22.50%
	Total Services	181,182	167,809	268,100	179,507	236,872	254,965	-4.90%
Supplies & Other Items								
53-1100	Supplies	5,529	3,007	1,350	903	2,000	5,500	307.41%
53-1600	Equipment	<u>958</u>	<u>-</u>	<u>500</u>	<u>-</u>	<u>-</u>	<u>500</u>	0.00%
	Total Supplies	6,487	3,007	1,850	903	2,000	6,000	224.32%
	Total Community Development	<u>516,977</u>	<u>537,602</u>	<u>670,565</u>	<u>396,899</u>	<u>507,712</u>	<u>460,568</u>	-31.32%

Significant Variances Explanation:

(1) Significant decrease is a result of reorganization of city personnel to other departments

## General Fund Expenditures Expenditure Detail - Community Development

---

### 1300 - Contract Services

Plan Review and Inspections	50,000
Watershed Management Plan	100,000
Engineer review	<u>100,000</u>
Total	250,000

### 3600 - Dues & Membership

ASFPM	165
APA	<u>300</u>
Total	465

### 1100 - Supplies

Office supplies	3,000
Printing	<u>2,500</u>
Total	5,500

Page Intentionally Left Blank

# General Fund: Parking Services

## **Department Description:**

Parking Services is responsible for collecting payments from all City parking meters, kiosks, annual decal sales and parking app sales. Parking Services accounts for all the expenses associated with administering and enforcing parking regulations.

## **Services:**

- Coordination of various daytime on-street parking and parking lots needs;
- Issuing of seasonal parking permits;
- Maintenance of change machines and meter maintenance;
- Processing of payments;

## **Personnel:**

- Parking Services Supervisor
- Assistant Parking Services Supervisor
- Parking Services Clerk / Technician
- Parking Services Attendants (2.8)
- Seasonal Parking Enforcement

## **2023 Strategic Plan Initiatives:**

- Upgrade current parking kiosks and modems
- Replace meters with new models
- Promote parking app
- Repaint parking lines and lots and curbs
- Re-evaluate parking areas, including Hwy 80 and West Jones Ave

General Fund Expenditures  
 Parking Services - 7564

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 101,092	\$ 113,664	\$ 138,080	\$ 91,966	\$ 134,617	\$ 142,070	2.89%
51-1200	Part-time / Seasonal Wages	93,956	136,911	101,572	70,716	113,367	156,895	54.47%
51-1300	Overtime	2,127	2,913	1,500	3,117	3,500	3,000	100.00%
51-1400	Employee Other Benefits	1,500	1,200	4,640	1,894	2,386	6,700	44.40%
51-2100	Insurance Benefits	21,291	22,173	21,019	17,916	28,914	34,383	63.58%
51-2200	FICA Taxes	15,201	19,177	9,738	13,281	19,421	23,612	142.47%
51-2400	Retirement	8,221	8,906	21,080	7,318	9,751	26,138	23.99%
	Total Personnel	243,388	304,944	297,629	206,208	311,956	392,798	31.98% (1)
Services								
52-1300	Contract Services	63,982	77,913	70,200	51,288	53,436	81,425	15.99%
52-2200	Equipment Maintenance	33,807	70,646	57,500	13,155	57,500	53,500	-6.96%
52-2320	Vehicle / Equipment Lease(s)	4,485	4,482	5,000	3,362	4,500	4,500	-10.00%
52-3500	Travel & Training	-	-	2,000	-	-	-	-100.00%
52-3600	Dues & Membership	44	-	117	-	-	-	-100.00%
	Total Services	102,318	153,041	134,817	67,805	115,436	139,425	3.42%
Supplies & Other Items								
53-1100	Supplies	12,176	14,309	22,595	8,211	22,595	20,000	-11.48%
53-1270	Fuel	3,162	5,144	5,000	4,171	5,500	6,700	34.00%
53-1600	Equipment	9,359	33,124	15,000	4,167	15,000	9,000	-40.00%
53-1700	Other	-	-	7,900	2,968	7,900	5,000	-36.71%
	Total Supplies	24,697	52,577	50,495	19,517	50,995	40,700	-19.40%
Capital								
54-1410	Other Capital	16,289	-	-	-	-	-	0.00%
	Total Capital	16,289	-	-	-	-	-	0.00%
	Total Parking Services	386,692	510,562	482,941	293,530	478,387	572,923	18.63%

Significant Variances Explanation:

- (1) Increase to reflect additional hours required of parking staff to monitor parking compliance

## General Fund Expenditures Expenditure Detail - Parking Services

---

### 1300 - Contract Services

Great American Financial	1,975
Armored Car Service	6,000
Amano Quarterly	45,600
Duncan - CivicSmart	16,450
Penn Credit	<u>11,400</u>
Total	81,425

### 2200 - Equipment Maintenance

UI Boards / CPU PCB	12,500
Printers	17,000
Card Readers / Coin Entry	8,500
Office equipment	14,500
Misc.	<u>1,000</u>
Total	53,500

### 1100 - Supplies

Supplies & Materials	11,250
Decals, uniforms, signs	<u>8,750</u>
Total	20,000

### 1600 - Small Equipment

Machine parts	4,000
Other	<u>5,000</u>
Total	9,000



Page Intentionally Left Blank

## General Fund: Other Uses

### **Department Description:**

Other Uses represent items which are non-departmental specific, but for accounting purposes are segregated due to their nature. These include, but are not limited to:

- Non-Profit Agencies. This represents the annual amount requested and awarded to local non-profit agencies.
- YMCA. This amount represents the annual payment to the Tybee Island YMCA.
- Contingency. When necessary, this amount represents a budget amount to be used on unspecific items.
- Transfers to Other Funds. Transfers to other funds represents an annual supplement transferred from the General Fund to the E911 fund and Solidwaste fund to balance the deficit in their operating budgets.

General Fund Expenditures  
Other Uses - 9000

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Other Uses								
57-2000	Non-Profit Agencies	\$ 225,399	\$ 26,600	\$ 83,245	\$ 82,940	\$ 83,245	\$ 87,255	4.82%
52-3850	YMCA	168,450	168,450	168,450	126,338	168,450	168,450	0.00%
61-1001	Transfers to other Funds	316,048	502,711	732,624	306,682	466,074	673,255	-8.10%
	Total Other Uses	709,897	697,761	984,319	515,960	717,769	928,960	-5.62%
	Total Other Uses	<u>709,897</u>	<u>697,761</u>	<u>984,319</u>	<u>515,960</u>	<u>717,769</u>	<u>928,960</u>	-5.62%
	Total General Fund Expenditures	<u>\$12,105,040</u>	<u>\$13,630,297</u>	<u>\$14,252,425</u>	<u>\$ 8,885,631</u>	<u>\$13,634,568</u>	<u>\$16,153,750</u>	13.34%

General Fund Expenditures  
Expenditure Detail - Other Financing Uses

2000 - Non-Profit Agencies		1001 - Transfers to other funds	
Fresh Air Home	1,000	E911 Fund	508,100
Tybee Arts Association	5,500	Solidwaste Fund	165,155
Tybee Beautification	2,180	Total	673,255
Tybee Equality Fest / Love Foundation	3,000		
Tybee Clean Beach	3,500		
Tybee Island Irish Heritage Parade	3,500		
Tybee Island Maritime Academy	40,000		
Tybee MLK Human Rights Organization	28,000		
Yeepies	575		
Total	87,255		

# Capital Fund

## **Fund / Department Description:**

The majority of the City's capital purchases are infrastructure projects, building renovations or larger vehicle and equipment purchases that are not SPLOST or Utility fund related. These non-routine purchases deemed to be one-time expenditures and not SPLOST or Utility Fund related are accounted for in the Capital Fund. These purchases are financed through either current year General Fund budget surplus or General Fund unreserved fund balance.

In previous years, all capital purchases were accounted for in the General Fund operating budget. To better understand the recurring operational costs of the City, management has separated capital purchases from the general fund. In order to effectively manage the replacement of these items, the condition, estimated useful life, and anticipated replacement dates for each asset will be reviewed by department heads each year. Based on this input, these items are then prioritized and incorporated in the annual capital budget in a way that attempts to manage the annual funding levels needed to replace these assets in a fiscally sustainable manner.

*Capital Asset Policy:* Capital assets are defined by the City as assets with an initial cost of more than \$5,000 for general capital assets and infrastructure assets, and an estimated useful life in excess of two years. All capital assets are valued at historical cost or estimated historical cost if actual amounts are unavailable.

Fund 350 - Capital Fund  
Summary of Revenues & Expenditures

Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
<b>Other Financing Sources</b>							
Transfer from General Fund Fund Balance	\$ -	\$ -	\$ 1,564,900	\$ 1,691,722	\$ 1,691,722	\$ 2,327,724	48.75%
Transfer from General Fund	-	-	255,000	-	-	-	100.00%
<b>Total Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>1,819,900</b>	<b>1,691,722</b>	<b>1,691,722</b>	<b>2,327,724</b>	<b>27.90%</b>
<b>Total Capital Fund Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,819,900</b>	<b>\$ 1,691,722</b>	<b>\$ 1,691,722</b>	<b>\$ 2,327,724</b>	<b>27.90%</b>

Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
<b>Capital</b>							
Buildings & Buildings Improvements	\$ -	\$ -	\$ 106,500	\$ 140,864	\$ 140,864	\$ 975,000	815.49%
Vehicles & Equipment	-	-	1,213,400	1,050,858	1,050,858	1,152,724	-5.00%
Infrastructure	-	-	500,000	500,000	500,000	200,000	100.00%
<b>Total Capital</b>	<b>-</b>	<b>-</b>	<b>1,819,900</b>	<b>1,691,722</b>	<b>1,691,722</b>	<b>2,327,724</b>	<b>27.90%</b>
<b>Total Capital Fund Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,819,900</b>	<b>\$ 1,691,722</b>	<b>\$ 1,691,722</b>	<b>\$ 2,327,724</b>	<b>27.90%</b>

Beginning Fund Balance	\$ -	\$ -	\$ -		\$ -	\$ -
Annual Income / (Loss)	-	-	-		-	-
Applied Budget Surplus	-	-	-		-	-
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>

## Fund 350 - Capital Fund

### Itemized List of Capital Requests - Multi Year

Account	Description	FY22 Amended Budget		FY23 Budget	Multi-Year
		Budget Amount	Actual Spent	Request	Total Budget
General Government- 1100					
54-1300	City Hall Upgrades and Renovation	\$ 21,000	\$ -	\$ 750,000	\$ 771,000
54-1300	Guardhouse / Cafeteria Tables and Chairs	10,500	-	-	10,500
54-2500	Council Chambers Speaker System and TVs	45,000	-	-	45,000
54-2500	City Park(s) Picnic Tables	-	-	23,000	23,000
54-1300	Modular Building Lease	-	-	100,000	100,000
54-2500	Financial Software (1st of two year budget request)	-	-	75,000	75,000
	Total General Government Capital Additions	76,500	-	948,000	1,024,500
Police & Code Enforcement - 3210					
54-2500	AXON Drones (4)	60,000	-	115,624	175,624
54-2500	AXON Fleet Camera Upgrade	-	-	37,600	37,600
54-2500	Flock LPR Camera Installation	-	-	16,500	16,500
54-2500	Report Management Software	145,000	145,000	-	145,000
54-2500	Force Lab & 4x4s	-	53,000	-	-
54-2500	Officer Dress Uniforms	-	20,000	-	-
54-2500	Mobile Tag Reader	13,500	-	-	13,500
	Total Police & Code Enforcement Capital Additions	218,500	218,000	169,724	388,224
Fire & Beach Safety - 3510					
54-2500	Turn Out Gear with Mask (22)	-	-	70,000	70,000
54-2500	Cardiac Monitors (2)	-	-	70,000	70,000
54-2500	Portable Radios (10)	-	-	70,000	70,000
54-2500	Ford Explorer	-	-	45,000	45,000
54-2500	Beach UTV (2)	-	-	40,000	40,000
54-2500	Fire Hose & Gear Washer	-	-	50,000	50,000
54-2500	SeaDoo Jet Ski	-	-	20,000	20,000
54-2500	Fire Truck	255,000	335,000	-	255,000
54-2500	Vehicles	35,000	157,770	-	35,000
54-2500	Hydraulic System (Jaws of Life)	20,000	27,230	-	20,000
54-2500	Lifeguard Tower & Fire Boat	90,000	-	-	90,000
54-2500	AED's (11)	20,000	-	-	20,000
54-2500	Search & Rescue Drone	30,000	-	-	30,000
54-2500	Generators for all City Buildings	70,000	-	-	70,000
	Total Fire & Beach Safety Capital Additions	520,000	520,000	365,000	885,000

Item #2.

Fund 350 - Capital Fund  
Itemized List of Capital Requests - Multi Year (continued)

Account	Description	FY22 Amended Budget		FY23 Budget	Multi-Year
		Budget Amount	Actual Spent	Request	Total Budget
Public Works - 4210					
54-1410	Street Maintenance / Landscaping	500,000	500,000	50,000	550,000
54-1300	Building Upgrades	-	65,864	100,000	100,000
54-2500	Dump Truck	-	-	100,000	100,000
54-1200	Public Works Yard Paving & Fencing	75,000	75,000	95,000	170,000
54-1410	Strand Avenue Retaining Walls	-	-	75,000	75,000
54-1410	Strand Avenue & Business Area Upgrades (bike racks, cans, etc)	-	-	75,000	75,000
54-2500	Playground Equipment	-	-	50,000	50,000
54-2500	Pick-up Truck	-	-	45,000	45,000
54-1200	Jaycee Park	-	-	30,000	30,000
54-2500	Refuse Truck	194,900	198,400	-	194,900
54-2500	Fuel Pumps	-	29,811	-	-
54-2500	Compactors	80,000	-	-	80,000
54-2500	Message Board	25,000	-	-	25,000
Total Public Works Capital Additions		874,900	869,075	620,000	1,494,900
Parking - 7564					
54-2500	4G Kiosks Upgrade - Year 1 of 3	50,000	40,659	225,000	275,000
54-2500	Vehicle	15,000	19,000	-	15,000
54-2500	Handhelds & Printers (10)	50,000	24,988	-	50,000
54-2500	Radios	15,000	-	-	15,000
Total Parking Capital Additions		130,000	84,647	225,000	355,000
Total Capital Additions		1,819,900	1,691,722	2,327,724	4,147,624

## E911 Fund

### **Fund / Department Description:**

The E911 Fund is defined as a special revenue fund. A special revenue fund accounts for revenue sources that are legally restricted to expenditures for specific purposes. The E911 fund accounts for the operations of the E911 system. Currently, this fund does not generate enough revenue from landline and wireless fees to cover all the operating costs, therefore, there is annual supplement required from the general fund to balance the budget.

### **Services:**

- Dispatch all calls for police services;
- Dispatch all calls for fire / emergency services;
- Answer all emergency and non-emergency calls;
- Provide accident reports when requested.

### **Personnel:**

- E911 Coordinator
- Communication Officers (9)



Fund 215 - Emergency 911 Fund  
 Summary of Revenues & Expenditures

**Summary of Revenues**

Source	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Public Charges for Services	\$ 75,874	\$ 78,125	\$ 74,000	\$ 55,680	\$ 83,685	\$ 83,685	13.09%
Other Financing Sources	281,751	343,780	265,635	190,651	282,513	508,100	91.28%
<b>Total Emergency 911 Revenue</b>	<b>\$ 357,625</b>	<b>\$ 421,905</b>	<b>\$ 339,635</b>	<b>\$ 246,331</b>	<b>\$ 366,198</b>	<b>\$ 591,785</b>	<b>74.24%</b>

**Summary of Expenditures**

Department	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel	\$ 341,733	\$ 408,764	\$ 320,635	\$ 233,965	\$ 332,598	\$ 557,285	73.81%
Services	15,322	15,143	15,000	10,547	30,600	31,500	110.00%
Supplies	587	1,283	4,000	1,819	3,000	3,000	-25.00%
<b>Total Emergency 911 Expenditures</b>	<b>\$ 357,642</b>	<b>\$ 425,190</b>	<b>\$ 339,635</b>	<b>\$ 246,331</b>	<b>\$ 366,198</b>	<b>\$ 591,785</b>	<b>74.24%</b>
Beginning Fund Balance	\$ 499	\$ 482	\$ (2,803)		\$ (2,803)	\$ (2,803)	
Annual Income / (Loss)	(17)	(3,285)	-		-	-	
Applied Budget Surplus	-	-	-		-	-	
<b>Ending Fund Balance</b>	<b>\$ 482</b>	<b>\$ (2,803)</b>	<b>\$ (2,803)</b>		<b>\$ (2,803)</b>	<b>\$ (2,803)</b>	

Fund 215 - Emergency 911  
Revenues and Expenditures - 3210

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Public Charges for Services								
34-2525	Prepaid Wireless Fees	\$ 13,365	\$ 13,393	\$ 14,000	\$ 8,922	\$ 13,525	\$ 13,525	-3.39%
34-2530	Non-Prepaid Wireless Fees	62,509	64,732	60,000	46,758	70,160	70,160	16.93%
	Total Public Charges for Services	75,874	78,125	74,000	55,680	83,685	83,685	13.09%
Other Financing Sources								
39-1201	Transfer from General Fund	281,751	343,780	265,635	190,651	282,513	508,100	91.28%
	Total Other Financing Sources	281,751	343,780	265,635	190,651	282,513	508,100	91.28%
	Total Emergency 911 Fund Revenues	\$ 357,625	\$ 421,905	\$ 339,635	\$ 246,331	\$ 366,198	\$ 591,785	74.24%
Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 239,224	\$ 290,536	\$ 207,240	\$ 147,430	\$ 210,430	\$ 383,783	85.19%
51-1300	Overtime	10,261	23,041	9,000	18,002	27,872	3,000	-66.67%
51-1400	Employee Benefits	1,200	600	19,000	3,109	4,105	14,340	-24.53%
51-2100	Insurance Benefits	52,310	52,130	52,155	39,852	53,898	99,335	90.46%
51-2200	FICA Taxes	19,059	23,194	17,011	12,638	18,544	30,687	80.40%
51-2400	Retirement	19,679	19,263	16,229	12,934	17,749	26,140	61.07%
	Total Personnel	341,733	408,764	320,635	233,965	332,598	557,285	73.81%
Services								
53-1230	Utilities	12,956	12,966	13,500	9,992	13,500	13,500	0.00%
53-1300	Contract Services	1,766	1,851	-	-	16,500	16,500	100.00%
52-3500	Travel & Training	600	326	1,500	555	600	1,500	0.00%
	Total Services	15,322	15,143	15,000	10,547	30,600	31,500	110.00%
Supplies								
53-1600	Small Equipment	587	1,283	4,000	1,819	3,000	3,000	-25.00%
	Total Supplies	587	1,283	4,000	1,819	3,000	3,000	-25.00%
	Total Emergency 911 Fund Expenditures	\$ 357,642	\$ 425,190	\$ 339,635	\$ 246,331	\$ 366,198	\$ 591,785	74.24%

Page Intentionally Left Blank

## Hotel / Motel Tax Fund

### **Fund / Department Description:**

The Hotel / Motel fund is a special revenue fund. Hotel / Motel tax is a unique policy tool that creates a separate, locally determined tax that is imposed on short-term rental guests who lodge within the City. The Hotel / Motel Fund accounts for the room accommodation excise tax receipts and distributions to tourism promoting organizations as required by agreements with these organizations. Room taxes help the City promote, attract, and stimulate tourism as well as fund and construct facilities that promote tourism.

The City collects 7% of all short-term room gross receipts as excise taxes, including late fees. The tax received is then distributed as follows:

- Savannah Area Chamber of Commerce
- Conventions Center located on Hutchinson Island
- City's General Fund
- Debt Repayment (up to \$250,000 annually)
- Tybee Post Theater (up to \$70,000 annually)
- Remaining funds used for Beach Re-nourishment

Since all hotel / motel room taxes are distributed to either the General fund or other jurisdiction, there is no fund balance expected in this fund. The City defines a Short Term Vacation Rental (STVR) as an accommodation rented to a guest for less than 30 days. Rentals are required to remit a 7% local hotel / motel room tax report and payment to the City by the 20<sup>th</sup> day of the following month. Penalties and interest are applied to any accounts not paid on time.

In 2021, room taxes transferred for beach re-nourishment equaled \$442,211. At the end of fiscal year 2022, an additional \$675,000 of room tax is expected to be designated for beach projects, and \$600,000 is budgeted in the upcoming budget year. The amount transferred to beach renourishment will fluctuate annually based on the revenue generated from room taxes. The total fund balance reserved for beach projects at the end of the FY23 budget period is expected to be \$2 million.

Fund 275 - Hotel / Motel Tax Fund  
 Summary of Revenues & Expenditures

**Summary of Revenues**

Source	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Taxes	\$ 3,293,486	\$ 5,322,703	\$ 4,000,000	\$ 4,379,370	\$ 7,095,000	\$ 6,400,000	60.00%
Total Hotel / Motel Revenues	\$ 3,293,486	\$ 5,322,703	\$ 4,000,000	\$ 4,379,370	\$ 7,095,000	\$ 6,400,000	60.00%

**Summary of Expenditures**

Department	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Other Costs	\$ 1,589,785	\$ 2,350,246	\$ 1,783,600	\$ 1,866,577	\$ 3,170,000	\$ 2,800,000	56.99%
Other Financing Uses	1,703,701	2,972,457	2,216,400	2,512,793	3,925,000	3,600,000	62.43%
Total Hotel / Motel Tax Fund Expenditures	\$ 3,293,486	\$ 5,322,703	\$ 4,000,000	\$ 4,379,370	\$ 7,095,000	\$ 6,400,000	60.00%
Beginning Fund Balance	\$ -	\$ -	\$ -		\$ -	\$ -	
Annual Income / (Loss)	-	-	-		-	-	
Applied Budget Surplus	-	-	-		-	-	
Ending Fund Balance	\$ -	\$ -	\$ -		\$ -	\$ -	

Fund 275 - Hotel / Motel Tax Fund  
Revenues and Expenditures

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
<b>Revenues:</b>								
Taxes								
31-4100	Hotel / Motel Taxes	\$ 3,293,486	\$ 5,322,703	\$ 4,000,000	\$ 4,379,370	\$ 7,095,000	\$ 6,400,000	60.00%
	Total Taxes	<u>3,293,486</u>	<u>5,322,703</u>	<u>4,000,000</u>	<u>4,379,370</u>	<u>7,095,000</u>	<u>6,400,000</u>	60.00%
	Total Hotel / Motel Tax Revenues	<u>\$ 3,293,486</u>	<u>\$ 5,322,703</u>	<u>\$ 4,000,000</u>	<u>\$ 4,379,370</u>	<u>\$ 7,095,000</u>	<u>\$ 6,400,000</u>	60.00%
<b>Expenditures:</b>								
Other Costs								
57-2000	Hutchison Island Trade Center	\$ 515,114	\$ 760,234	\$ 571,314	\$ 598,979	\$ 1,050,000	\$ 900,000	57.53%
57-2001	Chamber of Commerce	1,029,918	1,520,012	1,142,286	1,197,598	2,050,000	1,830,000	60.21%
57-2002	Tybee Post Theater	44,753	70,000	70,000	70,000	70,000	70,000	0.00%
	Total Other Costs	<u>1,589,785</u>	<u>2,350,246</u>	<u>1,783,600</u>	<u>1,866,577</u>	<u>3,170,000</u>	<u>2,800,000</u>	56.99%
Other Financing Uses								
61-1000	Transfer to General Fund	1,545,032	2,280,246	1,713,600	1,935,739	3,000,000	2,750,000	60.48%
61-1002	Transfer to Debt Service Fund	158,669	250,000	250,000	250,000	250,000	250,000	0.00%
61-1003	Transfer for Beach Projects	-	442,211	252,800	327,054	675,000	600,000	137.34%
	Total Other Financing Uses	<u>1,703,701</u>	<u>2,972,457</u>	<u>2,216,400</u>	<u>2,512,793</u>	<u>3,925,000</u>	<u>3,600,000</u>	62.43%
	Total Hotel / Motel Tax Expenditures	<u>\$ 3,293,486</u>	<u>\$ 5,322,703</u>	<u>\$ 4,000,000</u>	<u>\$ 4,379,370</u>	<u>\$ 7,095,000</u>	<u>\$ 6,400,000</u>	60.00%

Page Intentionally Left Blank

## SPLOST 2014 Fund

### **Fund / Department Description:**

The Special Purpose Local Option Sales Tax (SPLOST) 2014 Fund is a capital project fund. The SPLOST 2014 accounts for construction of major capital projects financed by SPLOST proceeds. A 2013 intergovernmental agreement between Chatham County and the City of Tybee stated the City may anticipate \$4.2 million in SPLOST 2014 proceeds over the life of the SPLOST to finance approved capital projects.

The approved capital projects included roads, streets and bridges; stormwater and drainage; water and sewer; public works and public safety vehicles and equipment; fire protection and administrative facilities. As of the final receipt date, the City has received \$4.6 million in SPLOST 2014 proceeds. The City has spent the remaining funds on a ladder truck, drainage projects, park upgrades and the south end bathrooms. The SPLOST 2014 has a small amount of residual funds remaining that will be spent on miscellaneous project wrap up costs.



Fund 322 - SPLOST 2014 Fund  
Project Revenues and Expenditures

Account	Revenue Source	Project Budget	Prior Year	FY22 Revenues		Total	2023	Balance
			Revenue	3/31/22 YTD	Projected	Revenue	Budget	Remaining
Intergovernmental Revenue								
33-7114	SPLOST 2014 Revenue	\$ 4,617,182	\$ 4,617,182	\$ -	\$ -	\$ 4,617,182	\$ -	\$ -
36-1000	Investment Income	10,259	9,809	330	120	10,259	-	-
	Total Revenues	\$ 4,627,441	\$ 4,626,991	\$ 330	\$ 120	\$ 4,627,441	\$ -	\$ -
Account	Project	Project Budget	Prior Year	FY22 Expenditures		Total	2023	Balance
			Expenditures	3/31/22 YTD	Remaining	Expenditures	Budget	Remaining
Capital Outlay								
Public Safety								
	Public Safety Software Upgrade	\$ 196,665	\$ 196,665	\$ -	\$ -	\$ 196,665	\$ -	\$ -
	Police Vehicles & Equipment	256,280	256,280	-	-	256,280	-	-
3510-54-1300	Fire Station	22,914	-	-	-	-	-	-
3510-54-2200	Fire Vehicles	1,240,278	912,343	357,931	-	1,270,274	-	-
	Fire & Beach Safety Equipment	230,792	230,792	-	-	230,792	-	-
Public Works								
	Street Paving & Maintenance	71,856	71,856	-	-	71,856	-	-
4210-54-1400	Marsh Hen Trail / Highway 80 Bike Trail	120,000	46,058	8,637	65,305	120,000	-	-
4210-54-1400	Drainage Projects	250,000	72,225	16,926	160,849	250,000	-	-
	Street Sweeper	180,000	180,000	-	-	180,000	-	-
Cultural & Recreational								
6210-54-1315	Memorial Park Pavilion & Bathroom Building	258,869	364,492	-	-	364,492	-	-
4210-54-1200	Memorial Park Upgrades	50,000	-	1,971	48,029	50,000	-	-
4210-54-1200	Playground Equipment	215,390	195,390	-	-	195,390	-	-
	Tybee Arts Association - Audio / Video	27,017	27,017	-	-	27,017	-	-
	YMCA - Batting Cage	5,842	5,842	-	-	5,842	-	-
	Tybee Post Theatre - Audio / Video	117,056	117,056	-	-	117,056	-	-
4210-54-1200	Jaycee Park	697,396	674,291	-	23,105	697,396	-	-
6210-54-1100	Site Improvements	3,800	3,800	-	-	3,800	-	-
6210-54-1310	Buildings & Building Improvements	50,644	38,177	-	-	38,177	-	-
4210-54-1200	Dog Parks	20,000	-	4,620	-	4,620	-	-
4210-54-1200	Beach Crossovers	226,461	226,461	3,900	-	230,361	-	-
4210-54-1300	South End Bathrooms	386,181	32,506	127,625	157,292	317,423	-	-
	Total Expenditures	\$ 4,627,441	\$ 3,651,251	\$ 521,610	\$ 454,580	\$ 4,627,441	\$ -	\$ -
	Funds Remaining	\$ -	\$ 975,740	\$ 454,460	\$ -	\$ -		

## SPLOST 2020 Fund

### **Fund / Department Description:**

The Special Purpose Local Option Sales Tax (SPLOST) 2020 Fund is a capital project fund. The SPLOST 2020 accounts for construction of major capital projects financed by SPLOST proceeds. A 2019 intergovernmental agreement between Chatham County and the City of Tybee stated the City may anticipate \$3.9 million in SPLOST 2019 proceeds over the life of the SPLOST to finance approved capital projects.

The approved capital projects include public safety facilities and equipment; road and drainage improvements; water and sewer infrastructure; city facilities; recreational facilities and improvements, and title acquisition. To date, the City has received \$1.2 million to date in SPLOST 2020 proceeds which has helped fund a ladder truck purchase, street paving and maintenance, drainage projects and renovations to City facilities. Approximately \$900,000 is included in the 2023 budget to be used for street paving and maintenance, beach area improvements and City facilities.

Fund 323 - SPLOST 2020  
Project Revenues and Expenditures

Account	Revenue Source	Project Budget	Prior Year Revenue	FY22 Revenues		Total Revenue	2023 Budget	Balance Remaining
				3/31/22 YTD	Projected			
Intergovernmental Revenue								
33-7115	SPLOST 2020 Revenue	\$ 3,944,653	\$ 576,856	\$ 668,479	\$ 320,000	\$ 1,565,335	\$ 900,000	\$ 1,479,318
36-1000	Investment Income	10,000	57	240	120	417	360	9,223
	Total Revenues	\$ 3,954,653	\$ 576,913	\$ 668,719	\$ 320,120	\$ 1,565,752	\$ 900,360	\$ 1,488,541

Account	Project	Project Budget	Prior Year Expenditures	FY22 Expenditures		Total Expenditures	2023 Budget	Balance Remaining
				3/31/22 YTD	Remaining			
Capital Outlay								
Public Safety								
3510-54-1300	Fire Station**	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000
3510-54-2200	Fire Vehicles	545,000	-	468,977	-	468,977	-	76,023
Public Works								
4210-54-1400	Street Paving & Maintenance	700,000	-	186,369	13,631	200,000	500,000	-
4210-54-1400	Drainage Projects	50,000	-	41,320	-	41,320	-	8,680
Cultural & Recreational								
4210-54-1300	Recreational Facilities	409,653	-	2,214	-	2,214	-	407,439
4210-54-1200	Recreational Area Improvements	550,000	-	3,030	-	3,030	-	546,970
4210-54-1200	Beach Area Improvements	450,000	-	-	-	-	450,000	-
General Government								
4210-54-1300	City Facilities	550,000	-	196,930	303,070	500,000	50,000	-
	Total Expenditures	\$ 3,954,653	\$ -	\$ 898,840	\$ 316,701	\$ 1,215,541	\$ 1,000,000	\$ 1,739,112
	Funds Remaining	\$ -	\$ 576,913	\$ 346,792	\$ 350,211	\$ 350,211	\$ 250,571	\$ -

\*\*Reserved for Future Year Project

# Grant Fund

## **Fund / Department Description**

The Grant Fund is a capital project fund. The Grant Fund accounts for the receipts and disbursements of various capital grants received by the City. The City actively applies for various grants throughout the year, including grants for public safety, facilities, studies, beach re-nourishments, and equipment. Grants can be received from Federal, State or local agencies. Depending on the grant outline, the City may or may not have cost share requirements. Only the grant eligible costs are included in this fund, any cost share portion would be included in the general or other fund, if applicable.

The following grants are in progress and / or wrapping up:

- Stormwater Management
- Wake Study
- Back River Study
- Storm Shutters
- Coastal Incentive
- Home Elevation
- Dune Monitoring
- Fire Station

Fund 340 - Grant Fund  
Project Revenues and Expenditures

Revenue Source	Grant Revenue	Prior Year Revenue	FY22 Revenues		Total Revenue	2023 Budget
			3/31/22 YTD	Projected		
<b>Intergovernmental Revenue</b>						
Federal Emergency Management Assistance (FEMA)	\$ 1,161,239	\$ 1,159,757	\$ -	\$ -	\$ 1,159,757	\$ -
National Fish and Wildlife Foundation (NFWF)	125,000	-	-	-	-	-
Georgia Dept of Community Affairs (DCA)	1,628,636	-	86,560	-	86,560	-
US Army Corps of Engineers (USACE)	175,000	-	-	-	-	-
Department of Natural Resources (DNR)	62,000	19,184	-	-	19,184	-
Other Grants	-	475,175	-	-	475,175	-
<b>Total Revenues</b>	<b>\$ 3,151,875</b>	<b>\$ 1,654,116</b>	<b>\$ 86,560</b>	<b>\$ -</b>	<b>\$ 1,740,676</b>	<b>\$ -</b>

Project	Project Budget	Prior Year Expenditures	FY22 Expenditures		Total Expenditures	2023 Budget
			3/31/22 YTD	Remaining		
<b>Capital Outlay</b>						
<b>Public Safety</b>						
Fire Station	Not Yet Awarded	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Public Works</b>						
Stormwater Management	616,907	411,794	110,888	94,225	616,907	-
Storm shutters	187,000	349,735	-	-	349,735	-
<b>Recreation</b>						
Wake Study	350,000	175,000	-	175,000	350,000	-
Back River Study	300,000	77,693	93,525	128,782	300,000	-
Coastal Incentive	37,000	19,184	15,815	2,001	37,000	-
Dune Monitoring	112,650	69,820	74,587	-	144,407	-
Dune Restoration	-	102,775	37,613	-	140,388	-
<b>General Government</b>						
Home Elevation	1,548,318	448,115	105,769	994,434	1,548,318	-
<b>Total Expenditures</b>	<b>\$ 3,151,875</b>	<b>\$ 1,654,116</b>	<b>\$ 438,197</b>	<b>\$ 1,394,442</b>	<b>\$ 3,486,755</b>	<b>\$ -</b>

## Debt Service Fund

### Fund / Department Description

The Debt Service Fund accounts for the debt payments and proceeds of the City. It was established to account for the Marine Science Center Chatham County Revenue Bond 2019 Series principal and interest payments. In February 2019, Chatham County Recreation Authority issued \$3,410,000 in revenue bonds on behalf of the City of Tybee Island in order for the City to build a new marine science center facility. Revenue generated from hotel / motel room tax funds annual debt service payments.

As of June 30, 2023, \$2,895,000 remained outstanding on the bond. Annual principal and interest payments are as follows:

Fiscal Year Payable	Principal	Interest	Total
2024	\$ 135,000	\$ 113,250	\$ 248,250
2025	140,000	109,200	249,200
2026	150,000	105,150	255,150
2027	150,000	99,550	249,550
2028	160,000	93,550	253,550
2029-2033	875,000	376,900	1,251,900
2034-2038	1,050,000	216,600	1,266,600
2039-2040	235,000	27,800	262,800
	<u>\$ 2,895,000</u>	<u>\$ 1,142,000</u>	<u>\$ 4,037,000</u>

Fund 420 - Debt Service Fund  
 Summary of Revenues & Expenditures

**Summary of Revenues**

Source	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Other Financing Sources	\$ 158,929	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	0.00%
Total Debt Service Revenues	<u>\$ 158,929</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	<u>\$ 250,000</u>	0.00%

**Summary of Expenditures**

Department	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Debt Service	\$ 245,399	\$ 246,650	\$ 247,650	\$ 247,900	\$ 247,900	\$ 250,000	0.95%
Total Debt Service Expenditures	<u>\$ 245,399</u>	<u>\$ 246,650</u>	<u>\$ 247,650</u>	<u>\$ 247,900</u>	<u>\$ 247,900</u>	<u>\$ 250,000</u>	0.95%
Beginning Fund Balance	\$ 245,148	\$ 158,678	\$ 162,028		\$ 162,028	\$ 164,128	
Annual Income / (Loss)	(86,470)	3,350	2,350		2,100	-	
Applied Budget Surplus	-	-	-		-	-	
Ending Fund Balance	<u>\$ 158,678</u>	<u>\$ 162,028</u>	<u>\$ 164,378</u>		<u>\$ 164,128</u>	<u>\$ 164,128</u>	

Fund 420 - Debt Service Fund  
Revenues and Expenditures

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
<b>Revenues:</b>								
Other Financing Sources								
39-1500	Transfer from General Fund	\$ 260	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
39-1500	Transfer from Hotel / Motel Tax Fund	158,669	250,000	250,000	250,000	250,000	250,000	0.00%
	Total Other Financing Sources	158,929	250,000	250,000	250,000	250,000	250,000	0.00%
	Total Debt Service Fund Revenues	\$ 158,929	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	0.00%
<b>Expenditures:</b>								
Debt Service								
58-1100	Principal	\$ 125,000	\$ 125,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 135,000	3.85%
58-2100	Interest	120,149	120,900	117,150	117,150	117,150	113,250	-3.33%
58-3000	Fiscal Agent Fees	250	750	500	750	750	1,750	250.00%
	Total Capital Outlay	245,399	246,650	247,650	247,900	247,900	250,000	0.95%
	Total Debt Service Fund Expenditures	\$ 245,399	\$ 246,650	\$ 247,650	\$ 247,900	\$ 247,900	\$ 250,000	0.95%



Page Intentionally Left Blank

# Water / Sewer Utility Fund

## Department Description:

The Water / Sewer Utility Fund is considered a proprietary fund. It accounts for the provision of water and sewer services to the residents of the City. All activities necessary to provide such services are accounted for in this fund. Activities include providing high-quality drinking water, wastewater treatment and disposal services, and adequate water under sufficient pressure to our residents, businesses and visitors.

## Services:

- Provides water service to approximately 3,300 residential and commercial customers within the City;
- Maintenance of approximately 22 miles of watermains and 32 miles sewerlines;
- Testing and operating of hydrants and valves meeting regulatory standards;
- Monthly billing of customers;

## Personnel:

- Operations Division Director
- Billing Clerk
- Operations Superintendent
- Maintenance Worker (4)
- Crew Leader
- Technician
- Foreman (2)
- Plant Operator(4)

## 2023 Strategic Goal Initiatives:

Many of the strategic goals of the Council include attention to again water / sewer infrastructure and planning for the future. Council goals related to water / sewer include:

- Develop long-term funding plan for long-term water source needs of the City
- Dedicate funds for repair and replacement of water / sewer infrastructure
- Obtain cost estimates for water treatment plant and desalination plant

## Water / Sewer Utility Fund (continued)

### Proposed Rate Structure:

The Water / Sewer Utility is an enterprise fund, unlike the City's general fund, an enterprise fund is a self-supporting governmental fund that sells goods and services to the public for a fee. These fees should be set to recover the expenses, including capital expenses. Prior to 2021, the Utility did not have rate increases for multiple years. During 2021, the City revised its rate structure plan which included eliminating no charge for usage, a premium for peak seasons, repayment of fund balance, and annual rate increases. The FY23 budgeted includes a 4% increase to water / sewer rates.

Fixed costs are currently \$30 per month for all utility customers. Usage costs are as follows:

Consumption:	CURRENT RATES					
	OFF SEASON			SEASONAL PREMIUM		
	Water	Sewer	Total	Water	Sewer	Total
0 - 5,000 Gallons	\$ 3.20	\$ 3.20	\$ 6.40	\$ 3.20	\$ 3.20	\$ 6.40
5001 - 10,000 Gallons	\$ 3.50	\$ 3.50	\$ 7.00	\$ 3.50	\$ 3.50	\$ 7.00
10,001 - 15,000 Gallons*	\$ 4.00	\$ 4.00	\$ 8.00	\$ 5.00	\$ 5.00	\$ 10.00
15,001 - 20,000 Gallons*	\$ 4.50	\$ 4.50	\$ 9.00	\$ 5.63	\$ 5.63	\$ 11.26
20,001 Gallons* +	\$ 5.15	\$ 5.15	\$ 10.30	\$ 6.44	\$ 6.44	\$ 12.88

\*20% seasonal premium

Fixed costs are proposed at \$31.20 per month for all utility customers. Usage costs are proposed as follows:

Consumption:	PROPOSED 4% INCREASE 1/1/23					
	OFF SEASON			SEASONAL PREMIUM		
	Water	Sewer	Total	Water	Sewer	Total
0 - 5,000 Gallons	\$ 3.33	\$ 3.33	\$ 6.67	\$ 3.33	\$ 3.33	\$ 6.67
5001 - 10,000 Gallons	\$ 3.64	\$ 3.64	\$ 7.29	\$ 3.64	\$ 3.64	\$ 7.29
10,001 - 15,000 Gallons*	\$ 4.16	\$ 4.16	\$ 8.32	\$ 5.20	\$ 5.20	\$ 10.40
15,001 - 20,000 Gallons*	\$ 4.68	\$ 4.68	\$ 9.37	\$ 5.86	\$ 5.86	\$ 11.71
20,001 Gallons* +	\$ 5.36	\$ 5.36	\$ 10.70	\$ 6.70	\$ 6.70	\$ 13.39

\*20% seasonal premium

Fund 505 - Water / Sewer Fund  
 Summary of Revenues & Expenses

**Summary of Revenues**

Source	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Public Charges for Services	\$ 3,111,850	\$ 3,351,508	\$ 3,439,500	\$ 2,289,647	\$ 3,297,878	\$ 3,819,000	11.03%
Other Financing Sources	-	-	2,200,000	962,867	2,200,000	1,800,000	-18.18%
<b>Total Water / Sewer Fund Revenue</b>	<b>\$ 3,111,850</b>	<b>\$ 3,351,508</b>	<b>\$ 5,639,500</b>	<b>\$ 3,252,514</b>	<b>\$ 5,497,878</b>	<b>\$ 5,619,000</b>	<b>-0.36%</b>

**Summary of Expenses**

Department	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel	\$ 1,008,208	\$ 1,128,316	\$ 1,199,193	\$ 813,982	\$ 1,113,755	\$ 1,390,849	15.98%
Services	630,607	563,158	839,707	666,090	807,374	1,087,748	29.54%
Supplies & Other Items	418,351	524,205	405,600	283,680	435,767	483,000	19.08%
Capital	568,121	356,979	2,200,000	962,867	2,200,000	1,800,000	0.00%
Depreciation & Debt Service	780,081	862,976	995,000	53,879	897,403	857,403	-13.83%
<b>Total Water / Sewer Fund Expenses</b>	<b>\$ 3,405,368</b>	<b>\$ 3,435,634</b>	<b>\$ 5,639,500</b>	<b>\$ 2,780,498</b>	<b>\$ 5,454,299</b>	<b>\$ 5,619,000</b>	<b>-0.36%</b>
Increase / (Decrease) in Equity	\$ (293,518)	\$ (84,126)	\$ -	\$ 472,016	\$ 43,579	\$ -	
Beginning Cash Balance	\$ 3,247,228	\$ 2,084,009	\$ 884,628		\$ 884,628	\$ 928,207	
Adjustments to "accrual" basis:							
Adjustments for accruals	(869,701)	(1,115,255)	-		-	-	
Applied Budget Surplus	-	-	-		-	-	
<b>Ending Cash Balance</b>	<b>\$ 2,084,009</b>	<b>\$ 884,628</b>	<b>\$ 884,628</b>		<b>\$ 928,207</b>	<b>\$ 928,207</b>	

Fund 505 - Water / Sewer Fund  
Revenues

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Public Charges for Services								
34-4210	Water / Sewer User Charges	\$ 2,787,172	\$ 2,979,823	\$ 3,105,000	\$ 2,068,463	\$ 3,001,448	\$ 3,525,000	13.53%
34-6904	Penalties & Late Charges	32,957	52,873	42,500	15,588	29,588	30,000	-29.41%
34-4215	Capital Recovery	22,000	34,000	22,000	26,000	32,000	29,000	31.82%
38-1002	Celltower rent income	209,711	215,234	210,000	169,254	220,000	220,000	4.76%
34-6906	Miscellaneous	60,010	69,578	60,000	10,342	14,842	15,000	-75.00%
	Total Public Charges for Services	<u>3,111,850</u>	<u>3,351,508</u>	<u>3,439,500</u>	<u>2,289,647</u>	<u>3,297,878</u>	<u>3,819,000</u>	11.03%
Other Financing Sources								
36-1000	Debt Proceeds	-	-	2,200,000	962,867	2,200,000	1,800,000	100.00%
	Total Other Financing Sources	-	-	2,200,000	962,867	2,200,000	1,800,000	0.00%
	Total Water / Sewer Revenues	<u>\$ 3,111,850</u>	<u>\$ 3,351,508</u>	<u>\$ 5,639,500</u>	<u>\$ 3,252,514</u>	<u>\$ 5,497,878</u>	<u>\$ 5,619,000</u>	-0.36%

Significant Variances Explanation:

- (1) Includes 4% rate increase effective January 1, 2023

Fund 505 - Water / Sewer Fund  
Expenses - 4350

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 735,673	\$ 828,285	\$ 820,991	\$ 559,956	\$ 770,565	\$ 940,790	14.59%
51-1300	Overtime	35,611	22,803	27,485	23,564	31,964	19,234	-30.02%
51-1400	Employee Benefits	17,550	20,300	47,577	23,844	31,302	63,845	34.19%
51-2100	Insurance Benefits	136,348	162,426	187,774	128,584	173,584	231,866	23.48%
51-2200	FICA Taxes	49,127	54,169	73,170	46,030	63,788	78,326	7.05%
51-2400	Retirement	33,899	40,333	42,196	32,004	42,552	56,788	34.58%
	Total Personnel	1,008,208	1,128,316	1,199,193	813,982	1,113,755	1,390,849	15.98%
Services								
52-1300	Contract Services	153,721	136,569	290,000	216,560	288,000	440,000	51.72% (1)
52-2200	Vehicle / Equipment Maintenance	83,966	134,960	102,900	81,832	95,000	170,000	65.21% (2)
52-2201	Building / Infrastructure Maintenance	133,842	106,966	175,000	129,817	175,000	200,000	14.29% (3)
52-2320	Vehicle / Equipment Lease(s)	133,794	17,602	55,000	59,921	60,000	60,000	9.09%
52-3100	Property & Workers Comp Insurance	83,514	124,007	173,807	147,872	150,000	175,748	1.12%
52-3220	Postage & Mailing	14,444	13,836	12,000	10,372	14,287	14,500	20.83%
52-3500	Travel & Training	14,927	14,555	15,000	9,400	11,400	12,000	-20.00%
52-3600	Dues & Membership	867	2,657	3,000	1,437	1,687	3,000	0.00%
52-3990	Credit Card Fees	11,532	12,006	13,000	8,879	12,000	12,500	-3.85%
	Total Services	630,607	563,158	839,707	666,090	807,374	1,087,748	29.54%
Supplies & Other Items								
53-1100	Supplies	90,054	160,864	82,500	62,798	132,798	115,000	39.39% (4)
53-1230	Utilities	264,345	312,124	275,000	173,869	248,869	275,000	0.00%
53-1270	Fuel	15,841	13,248	15,000	13,978	21,000	18,000	20.00%
53-1600	Equipment	48,111	37,969	33,100	33,035	33,100	75,000	126.59% (5)
	Total Supplies & Other Items	418,351	524,205	405,600	283,680	435,767	483,000	19.08%

Fund 505 - Water / Sewer Fund (Continued)  
Expenses - 4350

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Capital								
11-7400	Buildings	-	-	150,000	-	150,000	-	-100.00%
11-7500	Vehicles & Equipment	15,143	1,531	25,000	-	25,000	25,000	0.00%
11-7300	Infrastructure	<u>552,978</u>	<u>355,448</u>	<u>2,025,000</u>	<u>962,867</u>	<u>2,025,000</u>	<u>1,775,000</u>	-12.35%
	Total Capital	568,121	356,979	2,200,000	962,867	2,200,000	1,800,000	-18.18%
Depreciation & Debt Service								
56-1000	Principal (Depreciation)	691,882	784,243	670,000	-	685,000	542,343	-19.05%
58-2000	Interest	88,199	78,733	70,000	49,476	58,000	60,060	-14.20%
58-3000	Fiscal Fees	-	-	5,000	4,403	4,403	5,000	0.00%
	Fund Balance Replenishment	-	-	<u>250,000</u>	-	<u>150,000</u>	<u>250,000</u>	0.00%
	Total Depreciation & Debt Service	780,081	862,976	995,000	53,879	897,403	857,403	-13.83%
	Total Water / Sewer Expenses	<u>3,405,368</u>	<u>3,435,634</u>	<u>5,639,500</u>	<u>2,780,498</u>	<u>5,454,299</u>	<u>5,619,000</u>	-0.36%

Significant Variances Explanation:

- (1) Costs are expected to increase as more contract services and maintenance is required on again infrastructure
- (2) Significant repairs are needed on multiple piece of equipment and vehicles
- (3) Due to the rise in costs and age of infrastructure, the cost of repairs continues to increase
- (4) The cost of supplies like pipes, fittings, polymer, continue to increase
- (5) Pieces of equipment that no longer are cost effective to be repaired need to be replaced

## Water / Sewer Fund Expenditure Detail

---

### 1300 - Contract Services

Engineering	25,000
Geothinq and Scada System	165,000
Water Towers	40,000
Electrician	15,000
Water Analysis	95,000
Dumping	<u>100,000</u>
Total	440,000

### 2200 - Vehicles / Equipment Maintenance

Vehicle Maintenance	25,000
Electrical Updates	10,000
Ultraviolet Bulb Annual Replacement	25,000
Lift Station Control Panels	30,000
Sludge Press	10,000
Other	<u>70,000</u>
Total	170,000

### 2201 - Building / Infrastructure Maintenance

Ceiling Tiles	1,000
Flooring	4,000
Miscellaneous Water Repairs (Breaks and Leaks)	60,000
Miscellaneous Parts for Water Re-use System	25,000
Equipment for New Lab	50,000
Lift Station Repairs (Buildings, Pumps, Motors)	50,000
Miscellaneous Building Repairs	<u>10,000</u>
Total	200,000

### 1100 - Supplies

Safety Equipment	6,000
Uniform / Clothing	14,000
Gravel	15,000
Polymer for Sludge	55,000
Office and Miscellaneous	<u>22,500</u>
Total	112,500

### 1600 - Equipment

Pumps	40,000
Trencher	<u>35,000</u>
Total	75,000



Fund 505 - Water / Sewer Fund  
 Itemized List of Capital Requests - Multi Year

Account	Description	FY22		FY23	Multi-Year
		Amended Budget	Actual	Budget	Total Budget
11-7300	Clarifier #2 Rehabilitation	500,000	-	-	500,000
11-7300	Raise 3 Well Houses above Floodplain	300,000	-	-	300,000
11-7300	Replacement of Sanitary Sewer Mains	650,000	511,995	750,000	1,400,000
11-7400	Modular Building Lab & Storage	150,000	-	-	150,000
11-7500	Geo-Thinq Software	25,000	-	25,000	50,000
11-7300	Bar Screen & Cominator	100,000	178,553	100,000	200,000
11-7300	Replacement of Sanitary Forcemains	75,000	-	125,000	200,000
11-7300	Replacement of Lift Stations	100,000	14,945	220,000	320,000
11-7300	Raise Pumps at Lift Stations	100,000	15,510	100,000	200,000
11-7300	Reuse Water System at WWTP	100,000	9,002	-	100,000
11-7300	Sludge Press Conveyor	-	-	30,000	30,000
11-7300	Watertower Painting	-	-	300,000	300,000
11-7300	Watermain Replacements	100,000	232,862	150,000	250,000
Total Capital Additions		<u>2,200,000</u>	<u>962,867</u>	<u>1,800,000</u>	<u>4,000,000</u>

**Outstanding Debt**

During 2021, the Water / Sewer Utility issued \$4 million to finance multiple utility related projects and equipment upgrades as indicated above. Prior to the 2021 debt issue, the Utility had outstanding notes payable with Georgia Environmental Facilities Authority (GEFA) for previous water line extensions and left stations, and various other water and sewer improvement projects. As of June 30, 2022 the Utility has \$8.3 million in outstanding debt.

# Solid Waste Fund

## Department Description:

The Solid Waste Fund is considered a proprietary fund. The Solid Waste Fund accounts for the provision of sanitation collection services to the residents of the City. The City contracts out the garbage collections of residential and commercial customers with Atlantic Waste Company to provide solid waste collection services and yardwaste collection services. All activities necessary to provide such services are accounted for in this fund. The City charges a per cart fee for monthly service.

Atlantic Waste Company increased rates effective April 2022. Therefore, the City will need to increase monthly fees by \$2 per cart for residential collection. The City also operates two compactors for businesses on the south end of the City. These compactor fees will also need to be adjusted in the upcoming budget year based on the number of businesses and the amount of usage.

The refuse collection fee does not cover yardwaste collection, therefore the City General Fund supplements the Solid Waste Fund for the cost of yardwaste collection, as well as the cost of 20% of the Utility Clerk wages for administrating the billing and collections. The supplement for FY23 from the General Fund to the Solid Waste fund is \$165,155.

Description	Current Monthly Rate per Cart	New Monthly Rate per Cart
Garbage Carts:		
Residential	\$ 24.50	\$ 26.50
Stephens Day Homestead	\$ 17.99	\$ 20.00
Additional Cart	\$ 24.50	\$ 26.50
Commercial Cart	\$ 29.96	\$ 32.00
Additional Commercial Cart	\$ 29.96	\$ 32.00

Fund 540 - Solid Waste Fund  
 Summary of Revenues & Expenses

**Summary of Revenues**

Source	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Public Charges for Services	\$ 953,818	\$ 959,927	\$ 968,000	\$ 642,972	\$ 965,444	\$ 1,028,400	6.24%
Other Financing Sources	131,777	158,931	136,989	116,031	183,561	165,155	20.56%
<b>Total Solid Waste Revenue</b>	<b>\$ 1,085,595</b>	<b>\$ 1,118,858</b>	<b>\$ 1,104,989</b>	<b>\$ 759,003</b>	<b>\$ 1,149,005</b>	<b>\$ 1,193,555</b>	<b>8.02%</b>

**Summary of Expenses**

Department	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel	\$ 21,130	\$ 21,130	\$ 14,091	\$ -	\$ 14,091	\$ 15,155	7.55%
Services	1,064,465	1,097,728	1,090,898	759,003	1,134,914	1,178,400	8.02%
<b>Total Solid Waste Expenses</b>	<b>\$ 1,085,595</b>	<b>\$ 1,118,858</b>	<b>\$ 1,104,989</b>	<b>\$ 759,003</b>	<b>\$ 1,149,005</b>	<b>\$ 1,193,555</b>	<b>8.02%</b>
Increase / (Decrease) in Equity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Beginning Cash Balance	\$ -	\$ 12,310	\$ 12,310		\$ 12,310	\$ 12,310	
Adjustments to "accrual" basis:							
Adjustments for accruals	12,310	-	-		-	-	
Applied Budget Surplus	-	-	-		-	-	
<b>Ending Cash Balance</b>	<b>\$ 12,310</b>	<b>\$ 12,310</b>	<b>\$ 12,310</b>		<b>\$ 12,310</b>	<b>\$ 12,310</b>	

Fund 540 - Solid Waste Utility Fund  
Revenues & Expenses

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
<b>Revenues</b>								
Public Charges for Services								
34-4110	Solid Waste Collection Fees	\$ 713,850	\$ 940,872	\$ 936,000	\$ 630,239	\$ 946,239	\$ 960,000	2.56%
34-4112	Compactors	30,184	19,055	32,000	12,733	19,205	68,400	113.75%
34-4120	Recycling	172,700	-	-	-	-	-	0.00%
34-4130	Recycled Materials Revenue	3,969	-	-	-	-	-	0.00%
34-4132	Garbage Surcharge	33,115	-	-	-	-	-	0.00%
	Total Public Charges for Services	<u>953,818</u>	<u>959,927</u>	<u>968,000</u>	<u>642,972</u>	<u>965,444</u>	<u>1,028,400</u>	6.24%
Other Financing Sources								
39-1000	Transfer from General Fund	131,777	158,931	136,989	116,031	183,561	165,155	20.56%
	Total Other Financing Sources	<u>131,777</u>	<u>158,931</u>	<u>136,989</u>	<u>116,031</u>	<u>183,561</u>	<u>165,155</u>	20.56%
	Total Solid Waste Revenues	<u>\$ 1,085,595</u>	<u>\$ 1,118,858</u>	<u>\$ 1,104,989</u>	<u>\$ 759,003</u>	<u>\$ 1,149,005</u>	<u>\$ 1,193,555</u>	8.02%
<b>Expenses</b>								
Personnel								
51-1100	Wages & Benefits	\$ 21,130	\$ 21,130	\$ 14,091	\$ -	\$ 14,091	\$ 15,155	7.55%
	Total Personnel	<u>21,130</u>	<u>21,130</u>	<u>14,091</u>	<u>-</u>	<u>14,091</u>	<u>15,155</u>	7.55%
Services								
52-2111	Residential Waste Collection	666,038	897,706	897,408	618,346	928,346	960,000	6.97%
52-2112	Compactors	41,458	55,532	49,000	41,839	58,350	68,400	39.59%
52-2114	Recycling	212,479	-	-	-	-	-	0.00%
52-2119	Yardwaste Removal	144,490	144,490	144,490	98,818	148,218	150,000	3.81%
	Total Services	<u>1,064,465</u>	<u>1,097,728</u>	<u>1,090,898</u>	<u>759,003</u>	<u>1,134,914</u>	<u>1,178,400</u>	8.02%
	Total Solid Waste Expenses	<u>\$ 1,085,595</u>	<u>\$ 1,118,858</u>	<u>\$ 1,104,989</u>	<u>\$ 759,003</u>	<u>\$ 1,149,005</u>	<u>\$ 1,193,555</u>	8.02%

Page Intentionally Left Blank

# Campground Fund

## **Department Description:**

The Campground Fund is considered a proprietary fund. All activities necessary to provide campground related services are accounted for in this fund. Activities include services for 108 campsites and eight cabins. The campsites range from primitive tent sites to full RV hook-up sites. The Campground provides numerous amenities for its guests, and all revenues generated from sales fund all operating and capital costs of the campground.

## **Services:**

- Year round overnight accommodations of cabins and campsites;
- Convenience store and souvenir supplies;
- Pool and screened pavilion available;
- 24 hour laundry and vending services;
- Fitness and TV amenities;
- Grounds and facilities maintenance.

## **Personnel:**

- Campground Director
- Operations Supervisor
- Office Supervisor
- Clerk (4)
- Maintenance (2)

## **Department Focus:**

Provide a relaxing and fun place to stay while exploring all that Tybee has to offer.

## **2023 Strategic Plan Initiatives:**

- Maintain and improve service level
- Develop a five year capital improvement plan and implement year one
- Develop expansion plan for services

Fund 555 - Campground Fund  
 Summary of Revenues & Expenses

**Summary of Revenues**

Source	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Public Charges for Services	\$ 1,645,814	\$ 2,219,978	\$ 1,927,200	\$ 1,674,868	\$ 2,387,187	\$ 2,042,000	5.96%
Other Financing Sources	7,069	1,793	1,500	-	-	302,469	0.00%
<b>Total Campground Revenue</b>	<b>\$ 1,652,883</b>	<b>\$ 2,221,771</b>	<b>\$ 1,928,700</b>	<b>\$ 1,674,868</b>	<b>\$ 2,387,187</b>	<b>\$ 2,344,469</b>	<b>21.56%</b>

**Summary of Expenses**

Department	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel	\$ 499,947	\$ 553,062	\$ 604,547	\$ 396,748	\$ 541,782	\$ 637,512	5.45%
Services	266,004	300,427	401,776	269,154	389,800	421,230	4.84%
Supplies & Other Items	223,793	278,384	265,650	158,520	264,600	277,000	4.27%
Capital	19,597	22,345	160,000	30,778	45,000	512,000	220.00%
Depreciation & Debt Service	495,956	495,940	496,727	32,387	496,727	496,727	0.00%
Other Uses	600,000	-	-	-	-	-	0.00%
<b>Total Campground Expenses</b>	<b>\$ 2,105,297</b>	<b>\$ 1,650,158</b>	<b>\$ 1,928,700</b>	<b>\$ 887,587</b>	<b>\$ 1,737,909</b>	<b>\$ 2,344,469</b>	<b>21.56%</b>
Increase / (Decrease) in Equity	\$ (452,414)	\$ 571,613	\$ -	\$ 787,281	\$ 649,278	\$ -	
Beginning Cash Balance	\$ 1,007,216	\$ 282,354	\$ 929,622		\$ 929,622	\$ 1,578,900	
Adjustments to "accrual" basis:							
Adjustments for accruals	(272,448)	75,655	-		-	-	
Applied Budget Surplus	-	-	-		-	-	
<b>Ending Cash Balance</b>	<b>\$ 282,354</b>	<b>\$ 929,622</b>	<b>\$ 929,622</b>		<b>\$ 1,578,900</b>	<b>\$ 1,578,900</b>	

Fund 555 - Campground Fund  
Revenues

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Public Charges for Services								
34-7520	Camping Fees	\$ 1,265,414	\$ 1,695,237	\$ 1,500,000	\$ 1,335,394	\$ 1,897,187	\$ 1,600,000	6.67%
34-7521	Tent Site Fees	61,039	78,839	70,000	49,990	80,000	75,000	7.14%
34-7522	Cabin Rental	159,261	227,533	185,000	147,901	235,000	190,000	2.70%
34-7530	Camp Store Sales	126,000	184,564	140,000	101,918	130,000	140,000	0.00%
34-7538	Parking Revenue	11,575	6,350	10,000	7,261	10,000	10,000	0.00%
34-7534	Miscellaneous	<u>22,525</u>	<u>27,455</u>	<u>22,200</u>	<u>32,404</u>	<u>35,000</u>	<u>27,000</u>	21.62%
	Total Public Charges for Services	<u>1,645,814</u>	<u>2,219,978</u>	<u>1,927,200</u>	<u>1,674,868</u>	<u>2,387,187</u>	<u>2,042,000</u>	5.96%
Other Financing Sources								
39-2100	Sales of Capital Assets	7,069	1,793	1,500	-	-	-	-100.00%
39-1300	Use of Fund Balance for Capital	-	-	-	-	-	302,469	100.00%
	Total Other Financing Sources	<u>7,069</u>	<u>1,793</u>	<u>1,500</u>	<u>-</u>	<u>-</u>	<u>302,469</u>	100.00%
	Total Campground Revenues	<u>\$ 1,652,883</u>	<u>\$ 2,221,771</u>	<u>\$ 1,928,700</u>	<u>\$ 1,674,868</u>	<u>\$ 2,387,187</u>	<u>\$ 2,344,469</u>	21.56%



Fund 555 - Campground Fund  
Expenses - 6180

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Personnel								
51-1100	Salaries & Wages	\$ 341,428	\$ 375,438	\$ 372,082	\$ 283,508	\$ 342,856	\$ 394,737	6.09%
51-1300	Overtime	1,311	2,136	1,000	2,296	2,230	2,000	100.00%
51-1400	Employee Benefits	6,120	3,600	14,840	10,485	9,930	17,450	17.59%
51-2100	Insurance Benefits	84,691	93,102	89,790	56,977	71,557	93,996	4.68%
51-2200	FICA Taxes	21,313	22,993	29,677	22,255	22,842	31,686	6.77%
51-2400	Retirement	22,973	22,349	33,323	21,227	28,532	33,601	0.83%
	Personnel costs allocated to Campgrour	22,111	33,444	63,835	-	63,835	64,042	0.32%
	<b>Total Personnel</b>	<b>499,947</b>	<b>553,062</b>	<b>604,547</b>	<b>396,748</b>	<b>541,782</b>	<b>637,512</b>	<b>5.45%</b>
Services								
52-1300	Contract Services	109,180	111,732	117,800	69,887	117,800	117,800	0.00%
52-2200	Vehicle / Equipment Maintenance	3,045	4,530	6,000	1,358	6,000	6,000	0.00%
52-2201	Building & Infrastructure Maintenance	10,774	21,852	25,000	10,770	25,000	25,000	0.00%
52-3100	Property & Workers Comp Insurance	14,151	25,865	89,776	76,820	85,000	90,830	1.17%
52-3300	Advertising & Postage	67,286	58,252	80,000	51,239	62,000	80,000	0.00%
52-3500	Travel & Training	6,520	939	11,000	5,670	7,000	11,000	0.00%
52-3600	Dues & Membership	7,744	7,021	10,600	3,455	7,000	7,000	-33.96%
52-3990	Credit Card Fees	46,704	70,036	60,000	49,955	80,000	82,000	36.67%
52-3900	Other	600	200	1,600	-	-	1,600	0.00%
	<b>Total Services</b>	<b>266,004</b>	<b>300,427</b>	<b>401,776</b>	<b>269,154</b>	<b>389,800</b>	<b>421,230</b>	<b>4.84%</b>
Supplies & Other Items								
53-1100	Supplies	23,410	39,143	34,200	14,480	34,200	35,000	2.34%
53-1230	Utilities	144,355	157,555	155,400	94,568	155,400	164,000	5.53%
52-1520	Camp Store Items for Purchase	54,502	70,235	68,000	48,149	68,000	70,000	2.94%
53-1600	Equipment	1,526	11,451	8,000	1,323	7,000	8,000	0.00%
53-1700	Other	-	-	50	-	-	-	-100.00%
	<b>Total Supplies</b>	<b>223,793</b>	<b>278,384</b>	<b>265,650</b>	<b>158,520</b>	<b>264,600</b>	<b>277,000</b>	<b>4.27%</b>

Fund 555 - Campground Fund (Continued)  
 Expenses - 6180

Account	Account Name	2020 Actual	2021 Actual	Amended 2022 Budget	3/31/22 YTD	2022 Projected	2023 Budget	Budget % Change
Capital								
54-1315	Buildings	11,170	11,120	150,000	28,100	35,000	350,000	133.33%
54-2100	Vehicles & Equipment	8,427	-	10,000	2,678	10,000	112,000	1020.00%
54-1410	Site Improvements	-	11,225	-	-	-	50,000	100.00%
	Total Capital	19,597	22,345	160,000	30,778	45,000	512,000	220.00%
Depreciation & Debt Service								
56-1000	Principal (Depreciation)	430,075	439,414	448,954	-	448,954	458,702	2.17%
56-2000	Interest	65,881	56,526	47,773	32,387	47,773	38,025	-20.40%
	Total Depreciation & Debt Service	495,956	495,940	496,727	32,387	496,727	496,727	0.00%
Other Uses								
59-1001	Transfer to other funds	600,000	-	-	-	-	-	0.00%
	Total Other Uses	600,000	-	-	-	-	-	0.00%
	Total Campground Expenses	<u>2,105,297</u>	<u>1,650,158</u>	<u>1,928,700</u>	<u>887,587</u>	<u>1,737,909</u>	<u>2,344,469</u>	21.56%

## Campground Fund Expense Detail

---

### 1300 - Contract Services

Service Contracts	8,000
Garbage	12,000
Custodial	78,000
Pool	3,800
Pest Control	5,000
Contact Labor	10,000
Lodging Compensation	<u>1,000</u>
Total	117,800

### 3500 - Building & Infrastructure Maintenance

Gravel	6,000
Water / Sewer	5,000
Electrical	5,000
HVAC	5,000
Misc	<u>4,000</u>
Total	25,000

### 3300 - Advertising

Social Media / Internet	42,000
Visitor Guides	11,000
Magazines	16,000
Festivals	4,000
Other	<u>7,000</u>
Total	80,000

### 3500 - Travel & Training

National ARVC Conferences	4,500
Grand Strand Gift Shows	2,500
State Conference	2,000
NRPA and CPRP	1,000
CPO	<u>1,000</u>
Total	11,000

### 1100 - Supplies

Materials	25,000
Pool Materials	7,000
Uniforms	2,000
Postage	<u>1,000</u>
Total	35,000

### 1230 - Utilities

Telephone Communications	7,500
Cable	19,000
Water / Sewer	19,500
Electric	115,000
Propane & Fuel	<u>3,000</u>
Total	164,000

### 1520 - Camp Store Items for Resale

Propane	10,000
Apparel	20,000
Groceries	14,000
RV Supplies	12,000
Firewood	<u>14,000</u>
Total	70,000

Fund 555 - Campground Fund  
Itemized List of Capital Requests

---

Type	Amount
New Shop	\$ 350,000
Truck	50,000
Skidsteer	50,000
Picnic Tables	6,000
Fire Rings	6,000
Bathhouse Construction Drawings	<u>50,000</u>
Total Campground Capital	<u>\$ 512,000</u>

Page Intentionally Left Blank

# Personnel Detail

## 2023 Budget Personnel Detail

	Proposed			Total Wages	Employer Funded Benefits					Total Annual Wages & Benefits
	Annual Wages	Overtime	Other Benefits		FICA	Health	Dental	Life	Disability	
<b>Clerk of Council</b>										
Clerk of Council	71,330	-	5,910	77,240	5,909	9,252	396	100	350	93,247
Total	71,330	-	5,910	77,240	5,909	9,252	396	100	350	93,247
<b>City Manager</b>										
City Manager	143,407	-	4,050	147,457	11,280	28,194	396	100	700	188,127
Community Outreach Director / ACM	103,935	-	4,030	107,965	8,259	-	-	100	275	116,599
Facilities / Special Events Coordir	41,081	-	4,040	45,121	3,452	13,566	396	100	225	62,860
Mainstreet Manager / DDA	49,489	-	2,510	51,999	3,978	9,252	396	100	180	65,905
Receptionist	32,760	-	1,300	34,060	2,606	14,562	-	100	100	51,428
Total	370,672	-	15,930	386,602	29,575	65,574	1,188	500	1,480	484,919
<b>Finance</b>										
Finance Director	127,321	-	4,020	131,341	10,048	21,216	396	100	650	163,751
Finance Manager	81,330	2,457	4,160	87,947	6,728	9,252	396	100	370	104,793
Payroll & Admin Specialist	49,527	1,486	4,010	55,023	4,209	9,252	396	100	250	69,230
Accounts Payable Clerk	54,139	1,407	4,190	59,736	4,570	9,252	396	100	300	74,354
Accounts Receivable Clerk	40,618	-	1,330	41,948	3,209	9,252	396	100	205	55,110
Business License Coordinator	47,409	-	3,935	51,344	3,928	9,252	396	100	225	65,245
STVR Coordinator	43,001	-	4,000	47,001	3,596	9,252	396	100	200	60,545
Total	443,345	5,350	25,645	474,340	36,288	76,728	2,772	700	2,200	593,028
<b>Human Resources</b>										
Human Resource Director	86,964	-	4,010	90,974	6,960	14,610	396	100	180	113,220
Human Resource Generalist	48,528	-	4,000	52,528	4,018	9,252	396	100	180	66,474
Total	135,492	-	8,010	143,502	10,978	23,862	792	200	360	179,694
<b>Information Technology</b>										
IT Director	111,360	-	12,610	123,970	9,484	9,252	396	100	400	143,602
IT Support Specialist	45,602	1,365	4,330	51,297	3,924	9,252	396	100	300	65,269
Total	156,962	1,365	16,940	175,267	13,408	18,504	792	200	700	208,871

2023 Budget  
Personnel Detail (continued)

	Proposed			Total Wages	Employer Funded Benefits					Total Annual Wages & Benefits
	Annual Wages	Overtime	Other Pay		FICA	Health	Dental	Life	Disability	
Police & Code Enforcement										
Police Chief	120,021	-	2,960	122,981	9,408	14,610	396	100	625	148,120
Assistant Police Chief	113,052		2,740	115,792	8,858	9,252	396	100	625	135,023
Major	98,943	-	3,040	101,983	7,802	21,144	396	100	525	131,950
Major	106,200	-	2,990	109,190	8,353	9,252	396	100	575	127,866
Captain	87,863	-	2,990	90,853	6,950	13,566	396	100	475	112,340
Lieutenant / Adm Supervisor (CNT)	78,952	-	2,830	81,782	6,256	-	-	100	425	88,563
Lieutenant	72,246	3,612	2,860	78,718	6,022	21,216	396	100	400	106,852
Lieutenant	77,398	3,870	2,840	84,108	6,434	9,252	396	100	400	100,690
Lieutenant	72,246	3,612	2,830	78,688	6,020	9,252	396	100	400	94,856
City Marshal	69,967	3,498	2,810	76,275	5,835	9,252	396	100	400	92,258
Sergeant / Adm Supervisor (CNT)	62,865	3,143	2,860	68,868	5,268	9,252	396	100	350	84,234
Sergeant	61,795	3,090	1,600	66,485	5,086	9,252	396	100	325	81,644
Sergeant	59,257	2,963	1,650	63,870	4,886	13,566	396	100	325	83,143
Sergeant	60,016	3,001	1,590	64,607	4,942	21,144	396	100	325	91,514
Sergeant	56,588	2,829	1,600	61,017	4,668	9,252	396	100	300	75,733
Sergeant	60,286	3,014	1,580	64,880	4,963	21,144	396	100	275	91,758
Sergeant	58,157	2,908	1,580	62,645	4,792	9,252	396	100	275	77,460
Corporal	55,089	2,754	1,600	59,443	4,547	9,252	396	100	300	74,038
Corporal	52,853	2,643	1,590	57,086	4,367	13,566	396	100	300	75,815
Senior Police Officer	50,245	2,512	1,570	54,327	4,156	9,252	396	100	275	68,506
Senior Police Officer	51,752	2,588	1,570	55,910	4,277	9,252	396	100	275	70,210
Senior Police Officer	51,752	2,588	1,570	55,910	4,277	9,252	396	100	275	70,210
Senior Police Officer	50,245	2,512	1,550	54,307	4,154	14,562	396	100	250	73,769
Police Officer	42,982	2,149	1,550	46,681	3,571	9,252	396	100	250	60,250
Police Officer	42,982	2,819	1,550	47,351	3,622	9,252	396	100	250	60,971
Police Officer	42,982	4,149	1,550	48,681	3,724	9,252	396	100	250	62,403
Police Officer	42,982	2,149	1,540	46,671	3,570	9,252	396	100	250	60,239
Police Officer	42,982	2,149	1,540	46,671	3,570	9,252	396	100	250	60,239
Police Officer	42,982	2,149	1,540	46,671	3,570	9,252	396	100	250	60,239
Police Officer	42,982	1,149	1,540	45,671	3,494	9,252	396	100	250	59,163
Police Officer	42,982	1,149	1,540	45,671	3,494	9,252	396	100	250	59,163

2023 Budget  
Personnel Detail (continued)

	Proposed			Total Wages	Employer Funded Benefits					Total Annual Wages & Benefits
	Annual Wages	Overtime	Other Pay		FICA	Health	Dental	Life	Disability	
Police & Code Enforcement (continued)										
Police Officer	42,982	1,149	1,540	45,671	3,494	9,252	396	100	250	59,163
Detention Officer	39,771	1,272	1,540	42,583	3,258	9,252	396	100	225	55,814
Detention Officer	28,681	1,434	340	30,455	2,330	-	-	-	-	32,785
Code Enforcement Officer	37,827	1,891	1,560	41,278	3,158	9,252	396	100	185	54,369
Code Enforcement Officer	36,910	1,846	1,560	40,316	3,084	9,252	396	100	185	53,333
Code Enforcement Officer	35,490	1,775	1,550	38,815	2,969	9,252	396	100	185	51,717
Code Enforcement Officer	36,910	1,846	1,560	40,316	3,084	9,252	396	100	185	53,333
Code Enforcement Officer	36,910	1,846	1,560	40,316	3,084	9,252	396	100	185	53,333
Code Enforcement Officer	36,910	1,848	1,560	40,318	3,084	9,252	396	100	185	53,335
Code Enforcement Officer	34,944	1,747	1,540	38,231	2,925	9,252	396	100	185	51,089
Code Enforcement Officer	34,944	1,747	1,540	38,231	2,925	9,252	396	100	250	51,154
Office / Records Coordinator	52,000	2,600	2,540	57,140	4,371	9,252	396	100	250	71,509
Total	2,425,923	90,000	81,540	2,597,463	198,702	450,582	16,236	4,200	12,970	3,280,153
Municipal Court										
Municipal Court Director	82,129	-	4,060	86,189	6,593	9,252	396	100	350	102,880
Municipal Court Clerk	53,159	250	4,050	57,459	4,396	9,252	396	100	325	71,928
Assistant Municipal Court Clerk	43,549	250	4,090	47,889	3,664	9,252	396	100	200	61,301
Total	178,837	500	12,200	191,537	14,653	27,756	1,188	300	875	236,109
E911 Dispatch Fund										
E911 Coordinator	47,133	471	2,570	50,174	3,838	9,252	396	100	225	63,985
Communication Officer	37,128	371	1,310	38,809	2,969	9,252	396	100	200	51,726
Communication Officer	38,376	643	1,330	40,349	3,087	9,252	396	100	190	53,374
Communication Officer	38,376	385	1,320	40,081	3,066	9,252	396	100	190	53,085
Communication Officer	37,128	370	1,310	38,808	2,969	9,252	396	100	175	51,700
Communication Officer	37,128	380	1,300	38,808	2,969	9,252	396	100	175	51,700
Communication Officer	37,128	380	1,300	38,808	2,969	9,252	396	100	175	51,700
Total	272,397	3,000	10,440	285,837	21,867	64,764	2,772	700	1,330	377,270



2023 Budget  
Personnel Detail (continued)

	Proposed			Total Wages	Employer Funded					Total Wages & Benefits
	Annual Wages	Overtime	Other Pay		FICA	Health	Dental	Life	Disability	
Fire & Beach Safety										
Fire Chief	102,013	-	2,830	104,843	8,020	21,216	396	100	240	134,815
Assistant Fire Chief	81,900	-	2,710	84,610	6,473	21,216	396	100	240	113,035
Captain / Special Operations	69,027	-	2,720	71,747	5,489	9,252	396	100	240	87,224
Lieutenant	63,171	6,317	1,530	71,018	5,433	21,216	396	100	240	98,403
Lieutenant	63,171	6,317	1,490	70,978	5,430	9,252	396	100	240	86,396
Lieutenant	63,171	6,317	1,470	70,958	5,428	9,252	396	100	240	86,374
Sergeant	55,098	5,510	1,480	62,088	4,750	9,252	396	100	240	76,826
Sergeant	53,507	5,351	1,480	60,338	4,616	9,252	396	100	240	74,942
Sergeant	53,507	5,167	1,450	60,124	4,599	9,252	396	100	240	74,711
Firefighter II	48,588	4,859	1,480	54,927	4,202	9,252	396	100	240	69,117
Firefighter II	46,967	4,697	1,480	53,144	4,066	14,610	396	100	240	72,556
Firefighter II	48,588	4,859	1,480	54,927	4,202	9,252	396	100	240	69,117
Firefighter II	46,967	4,697	1,480	53,144	4,066	9,252	396	100	240	67,198
Firefighter II	48,732	4,873	1,510	55,115	4,216	14,562	396	100	240	74,629
Firefighter II	47,661	4,766	1,470	53,897	4,123	9,252	396	100	240	68,008
Firefighter II	48,732	4,873	1,510	55,115	4,216	9,252	396	100	240	69,319
Firefighter II	45,983	4,598	1,450	52,031	3,980	9,252	396	100	240	65,999
Firefighter II	42,972	4,297	1,450	48,719	3,727	9,252	396	100	240	62,434
Firefighter II	45,983	3,644	1,450	51,077	3,907	9,252	396	100	240	64,972
Firefighter	45,607	4,561	1,480	51,648	3,951	9,252	396	100	240	65,587
Firefighter	42,972	4,297	1,450	48,719	3,727	9,252	396	100	240	62,434
Fire Marshal	68,250	-	2,650	70,900	5,424	9,252	396	100	240	86,312
Lifeguards - Seasonal	315,000	-	-	315,000	24,098	-	-	-	-	339,098
Total	1,547,567	90,000	37,500	1,675,067	128,143	250,104	8,712	2,200	5,280	2,069,506

2023 Budget  
Personnel Detail (continued)

	Proposed			Total Wages	Employer Funded					Total Wages & Benefits
	Annual Wages	Overtime	Other Pay		FICA	Health	Dental	Life	Disability	
Engineering/Public Works/Facilities										
Engineer / Director of Infrastructure	103,936	-	9,130	113,066	8,650	9,252	396	100	550	132,014
Project Manager	74,693	-	2,500	77,193	5,905	9,252	396	100	500	93,346
Division Director	93,402	-	2,600	96,002	7,344	14,610	396	100	410	118,862
Mechanic Crew Leader	59,754	2,482	2,860	65,096	4,980	9,252	396	100	325	80,149
Building Maintenance Foreman	51,499	2,862	2,610	56,971	4,358	14,610	396	100	260	76,695
Mechanic Foreman	51,499	2,862	2,600	56,961	4,358	13,566	396	100	260	75,641
Landscape Foreman	49,489	3,712	2,540	55,741	4,264	9,252	396	100	260	70,013
Building Maintenance Crew Leade	49,992	2,749	2,700	55,441	4,241	9,252	396	100	255	69,685
Construction Crew Leader	49,992	3,749	2,580	56,321	4,309	13,566	396	100	225	74,917
Landscaping Crew Leader	49,992	3,749	2,570	56,311	4,308	9,252	396	100	225	70,592
Mechanic	41,671	3,125	2,590	47,386	3,625	9,252	396	100	210	60,969
Construction Foreman	49,489	3,712	2,540	55,741	4,264	9,252	396	100	200	69,953
Laborer I	37,674	2,826	1,310	41,810	3,198	9,252	396	100	175	54,931
Laborer I	34,944	2,621	1,300	38,865	2,973	14,610	396	100	175	57,119
Laborer I	34,944	2,621	1,300	38,865	2,973	9,252	396	100	175	51,761
Laborer I	34,944	-	1,300	36,244	2,773	9,252	396	100	175	48,940
Laborer I	34,944	-	1,300	36,244	2,773	9,252	396	100	175	48,940
Laborer I	34,944	-	1,300	36,244	2,773	9,252	396	100	175	48,940
Laborer I	34,944	-	1,300	36,244	2,773	9,252	396	100	175	48,940
Laborer II	40,775	1,929	1,430	44,134	3,376	9,252	396	100	200	57,458
Laborer II	39,989	2,999	1,380	44,368	3,394	9,252	396	100	195	57,705
Laborer II	37,674	2,422	1,310	41,406	3,168	14,610	396	100	175	59,855
Laborer II	37,674	2,826	1,320	41,820	3,199	9,252	396	100	175	54,942
Laborer II	37,674	2,826	1,320	41,820	3,199	9,252	396	100	175	54,942
Laborer III	40,863	2,065	1,380	44,308	3,390	9,252	396	100	200	57,646
Laborer III	40,055	2,004	1,380	43,439	3,323	9,252	396	100	200	56,710
Laborer III	40,055	2,975	1,390	44,420	3,398	9,252	396	100	195	57,761
Recycling Coordinator	37,674	1,826	2,530	42,030	3,215	9,252	396	100	190	55,183
Administrative Assistant	40,775	1,058	2,550	44,383	3,395	9,252	396	100	215	57,741
Total	1,365,954	60,000	62,920	1,488,874	113,899	298,368	11,484	2,900	6,825	1,922,350

2023 Budget  
Personnel Detail (continued)

	Proposed			Total Wages	Employer Funded					Total Wages & Benefits
	Annual Wages	Overtime	Other Pay		FICA	Health	Dental	Life	Disability	
Community Development										
Community Development Director	103,935	-	4,370	108,305	8,285	14,610	396	100	550	132,246
Zoning Specialist	41,867	420	4,080	46,367	3,547	9,252	396	100	225	59,887
Total	145,802	420	8,450	154,672	11,832	23,862	792	200	775	192,133
Parking Services										
Parking Services Supervisor	61,961	-	2,690	64,651	4,946	13,566	396	100	325	83,984
Assistant Parking Services Supervisor	45,165	2,000	2,570	49,735	3,805	9,252	396	100	250	63,538
Parking Services Clerk / Technician	34,944	1,000	1,300	37,244	2,849	9,252	396	100	250	50,091
Parking Services Attendant	22,518	-	35	22,553	1,725	-	-	-	-	24,278
Parking Services Attendant	23,903	-	35	23,938	1,831	-	-	-	-	25,769
Parking Services Attendant	23,903	-	35	23,938	1,831	-	-	-	-	25,769
Parking Services Attendant	23,903	-	35	23,938	1,831	-	-	-	-	25,769
Parking Enforcement (6)	62,668	-	-	62,668	4,794	-	-	-	-	67,462
Total	298,965	3,000	6,700	308,665	23,612	32,070	1,188	300	825	366,660
Water / Sewer Fund										
Operations Division Director	87,879	-	2,610	90,489	6,922	21,144	396	100	450	119,501
Utility Billing Clerk	51,472	1,544	4,160	57,176	4,374	14,562	396	100	275	76,883
Operations Superintendent	66,839	-	2,570	69,409	5,310	9,252	396	100	325	84,792
Crew Foreman	59,558	1,787	8,355	69,700	5,332	21,144	396	100	325	96,997
Meter Foreman	53,574	1,607	8,115	63,296	4,842	9,252	396	100	250	78,136
Plant Operator	46,192	1,386	2,510	50,088	3,832	9,252	396	100	250	63,918
Plant Operator	49,009	1,470	2,640	53,119	4,064	9,252	396	100	225	67,156
Plant Operator	49,992	1,500	2,540	54,032	4,133	21,216	396	100	195	80,072
Camera Technician	40,775	1,223	2,510	44,508	3,405	13,566	396	100	200	62,175
Maintenance Worker I	40,775	1,223	2,610	44,608	3,413	9,252	396	100	180	57,949
Maintenance Worker I	39,312	1,179	2,500	42,991	3,289	9,252	396	100	180	56,208
Maintenance Worker I	35,643	1,069	2,510	39,222	3,000	14,610	396	100	225	57,553
Maintenance Worker II	46,934	1,408	2,630	50,972	3,899	14,610	396	100	225	70,202
Plant Operator Trainee	38,591	1,158	2,530	42,279	3,234	9,252	396	100	195	55,456
Camera Foreman	45,602	1,372	2,530	49,504	3,787	9,252	396	100	165	63,204
Total	752,147	17,926	51,320	821,393	62,836	194,868	5,940	1,500	3,665	1,090,202

2023 Budget  
Personnel Detail (continued)

	Proposed				Employer Funded					Total Wages & Benefits
	Annual Wages	Overtime	Other Pay	Total Wages	FICA	Health	Dental	Life	Disability	
Campground Fund										
Campground Director	81,136	-	4,340	85,476	6,539	9,252	396	100	350	102,113
Operations Supervisor	49,533	653	2,570	52,756	4,036	9,252	396	100	250	66,790
Officer Supervisor	50,145	247	2,590	52,982	4,053	9,252	396	100	250	67,033
Clerk	34,944	181	1,310	36,435	2,787	9,252	396	100	200	49,170
Clerk	37,084	185	1,360	38,629	2,955	9,252	396	100	200	51,532
Clerk	36,364	188	1,340	37,892	2,899	9,252	396	100	225	50,764
Clerk	35,643	184	1,330	37,157	2,843	13,566	396	100	190	54,252
Maintenance Worker	34,944	181	1,310	36,435	2,787	9,252	396	100	200	49,170
Maintenance Worker	34,944	181	1,300	36,425	2,787	9,252	396	-	185	49,045
Total	394,737	2,000	17,450	414,187	31,686	87,582	3,564	800	2,050	539,869
<b>Accumulated Totals</b>	<b>8,671,516</b>	<b>273,561</b>	<b>364,855</b>	<b>9,309,932</b>	<b>712,208</b>	<b>1,651,632</b>	<b>59,004</b>	<b>15,100</b>	<b>40,210</b>	<b>11,787,886</b>

On an annual basis, management reviews the distribution of employee wages and benefits, as well as City expenses, to the Utility Funds. For the City Manager, Finance, Human Resources, Information Technology and Public Works departments, a portion of responsibilities are utility related, therefore, a portion of employee wages and benefits are allocated to utility funds. In the current budget, \$244,968 of general fund wages and benefits are allocated to the Water / Sewer Fund, and \$64,042 is allocated to the Campground Fund.

**File Attachments for Item:**

3. Proposed Millage Rate



# City of Tybee Island

## Memorandum

To: Mayor Sessions & Members of City Council  
 From: Jen Amerell, Finance Director  
 Date: May 31, 2022 *JRA*  
 Re: Proposed Millage Rate

### Summary

Below is the current year tax digest and five year history of levy. The recommended millage rate for 2022 is 3.931, which is consistent with prior years.

CURRENT YEAR TAX DIGEST AND FIVE YEAR HISTORY OF LEVY						
	2017	2018	2019	2020	2021	2022
Real and Personal	577,320,450	594,348,883	638,256,266	645,185,097	668,266,392	841,451,699
Motor Vehicles	4,936,460	3,624,890	2,822,520	2,283,410	1,810,720	1,450,690
Mobile Homes	85,040	81,120	81,200	73,920	63,600	73,720
Heavy duty equipment	3,104	-	-	-	4,573	2,911
<b>Gross Digest</b>	<b>582,345,054</b>	<b>598,054,893</b>	<b>641,159,986</b>	<b>647,542,427</b>	<b>670,145,285</b>	<b>842,979,020</b>
Less: M&O Exemptions	(126,999,742)	(128,413,700)	(136,681,922)	(141,098,387)	(141,293,845)	(187,275,289)
<b>Net Digest</b>	<b>455,345,312</b>	<b>469,641,193</b>	<b>504,478,064</b>	<b>506,444,040</b>	<b>528,851,440</b>	<b>655,703,731</b>
<b>Net M&amp;O Millage</b>	<b>4.044</b>	<b>3.931</b>	<b>3.931</b>	<b>3.931</b>	<b>3.931</b>	<b>3.931</b>
<b>Net Taxes Levied</b>	<b>1,841,416</b>	<b>1,846,160</b>	<b>1,983,103</b>	<b>1,990,832</b>	<b>2,078,915</b>	<b>2,577,571</b>

The City's overall property value increased by approximately \$172,833,735, or 26%. Taxes levied with the recommended millage rate of 3.931 equate to \$2.5 million. The rollback rate of 3.198 would generate gross property tax revenue of \$2 million. The following is a comparison of the local property taxes (gross of homestead exemption) on a home using the recommended millage rate and the rollback millage rate:

Home Value	\$ 200,000	\$ 300,000	\$ 500,000	\$ 750,000	\$ 1,500,000
Taxes with Recommended Millage Rate	\$ 786	\$ 1,179	\$ 1,966	\$ 2,948	\$ 5,897
Taxes with Rollback Millage Rate	\$ 640	\$ 959	\$ 1,599	\$ 2,399	\$ 4,797
Anticipated Amount of Increase	\$ 146	\$ 220	\$ 367	\$ 549	\$ 1,100

### Recommendation

Approve millage rate as recommended.

**File Attachments for Item:**

**4. Site Plan approval with Variance: 2 8th Pl – 40006 02001 – Zone R-2 – Stephen Friedman**



# STAFF REPORT

PLANNING COMMISSION MEETING: May 16, 2022

CITY COUNCIL MEETING: June 9, 2022

LOCATION: 2 8<sup>th</sup> Place

PIN: 40006 02001

APPLICANT: Stephen Friedman

OWNER: Stephen Friedman

EXISTING USE: Single family dwelling

PROPOSED USE: Single family dwelling

ZONING: R-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Beachfront Neighborhood

APPLICATION: Special Review for Sec. 3-100 Beach, dune, or vegetation disturbance/crossover maintenance and construction.

PROPOSAL: The applicant is requesting approval to clear away dune material that is up against his home. He would like to build a retaining wall 14' from the east side of his home to stop the dune from advancing landward. He is also proposing a piped drainage system from the north side of the home into the dune system.

ANALYSIS: Sec. 3-100 states "It shall be unlawful for any person in any manner to damage, destroy, remove or alter in any way the beach, dunes or vegetation thereon without having first obtained property federal, state, and local permits. Special review shall be required for any alteration, construction or disturbance of beach, dunes or vegetation thereon..." The toe of the dune is against the applicant's home. This could possibly cause damage to the home due to moisture build up and lateral pressure.

The Comprehensive Plan describes the Beachfront Neighborhood District as follows:

*The Beachfront Neighborhood to the east of Butler Avenue is exclusively R-2 zoning, with single family, multifamily, and duplex housing types. Wide streets with on street parking and old growth trees supplemented by side alleys characterize the area. Public and private beach access are available.*

<i>Comprehensive Plan – Community Character Area The Beachfront Neighborhood District</i>		<i>Meets Strategy Y/N or N/A</i>
<i>Recommended Development Strategies</i>		
1.	Historic structures should be preserved whenever possible	N/A
2.	Enhance the pedestrian environment where feasible	N/A
3.	Preserve old growth trees	N/A
4.	Preserve and maintain public beach access and enhance when necessary	N/A
5.	Do not allow intrusion of commercial uses	N/A
6.	Preserve the low density character of the area	N/A
7.	Encourage preservation of the large historic beach to Butler Ave. lots	N/A
8.		N/A



#### STAFF FINDING

Staff believes that a retaining wall up to 10 feet seaward of the home would be beneficial in protecting the structure. This application requests more extensive dune alteration. Staff recommends denial of anything beyond 10' from the east wall of the home.

*This Staff Report was prepared by George Shaw.*

#### ATTACHMENTS

- A. Special review application
- B. SAGIS map (1 page)
- C. Survey showing existing foundation,
- D. Construction drawing



CITY OF TYBEE ISLAND
SPECIAL REVIEW APPLICATION

Fee \$500

Applicant's Name Mr. Jason P. Ball, PE, Ball Maritime Group

Address and location of subject property 2 8th Place, Tybee Island, Georgia 31328

PIN 40006 02001 Applicant's Telephone Number (678) 357.6666

Applicant's Mailing Address 4 Cedar View Court, Savannah, Georgia 31410

Brief description of the land development activity and use of the land thereafter to take place on the property:
Adding a new concrete block retaining structure to alleviate the pressure from the dune on the foundation wall.

Property Owner's Name Stephen Friedman Telephone Number (678) 357.6666

Property Owner's Address Same as Above

Is Applicant the Property Owner? Yes X No

If Applicant is the Property Owner, Proof of Ownership is attached: X Yes

If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached hereto. X Yes

Current Zoning of Property R-2 Current Use Single Family Residence

Names and addresses of all adjacent property owners are attached: X Yes

If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the Applicant has made campaign contributions aggregating to more than \$250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following:

- a. The name of the local government official to whom the campaign contribution or gift was made;
b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

Signature of Applicant (Handwritten signature)

05/09/22

Date

NOTE: Other specific data is required for each type of Special Review.

Fee Amount \$ Check Number Date

City Official

NOTE: This application must be accompanied by additional documentation, including drawings that include or illustrate the information outlined below.

8-1/2" x 11" - BASED ON DNR SUBMITTAL

- X 3 copies, no smaller than 24 x 36 of the engineered drainage and infrastructure plan.
- X 1 copy, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping plan.
- X Disclosure of Campaign Contributions
- X Site plan and/or architectural rendering of the proposed development depicting the location of lot restrictions. *1 copy, no smaller than 11 x 17, of the proposed site plan and architectural renderings.* Section 5-040 (D)(1)
- Y A survey of the property signed and stamped by a State of Georgia certified land surveyor. Section 5-040 (D)(2)
- NA Provide attachments illustrating conditions on the subject and surrounding properties indicating that there are unique physical circumstances or conditions including:
  - irregularity,
  - narrowness, or,
  - shallowness of the lot size or shape, or,
  - exceptional topographical or other physical conditions peculiar to the particular property

That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the Land Development Code, without undue hardship to the property. Sections 5-090 (A)(1) and 5-090 (A)(2).

- NA If this variance application is for a Height Variance, in addition to other requirements, the petitioner shall be required to:
    - Add two feet to each side yard setback for each one foot above 35 feet in height, and,
    - Have safeguards consisting of sprinkler systems, smoke detectors and other fire protection equipment deemed necessary at the time by the Mayor and Council, and,
    - Where a rear yard abuts a side yard of the adjacent lot, the petitioner shall be required to add two feet to the rear setback for each foot above 35 feet height.
- Section 5-090 (B)

The Planning Commission may require elevations or other engineering or architectural drawings covering the proposed development.

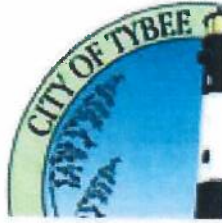
The Mayor and Council will not act upon a zoning decision that requires a site plan until the site plan has met the approval of the City's engineering consultant. (Note: Section 5-080 (A) requires, "Once the engineer has submitted comments to the zoning administrator, a public hearing shall be scheduled.")

The Applicant certifies that he/she has read the requirements for Site Plan Approval with Variance and has provided the required information to the best of his/her ability in a truthful and honest manner.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

12/24/21



# CITY OF TYBEE ISLAND

## CONFLICT OF INTEREST IN ZONING ACTIONS DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

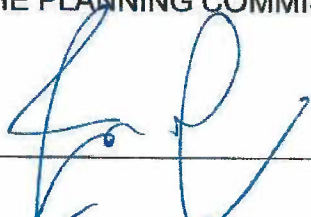
Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES \_\_\_\_\_ NO X \_\_\_\_\_

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF \$250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature 

Printed Name James P. Bann

Date 12/24/21

**Sec. 5-070. - Standards for special review.**

Land uses listed in Article 4 of this Land Development Code that are permitted after special review must follow an administrative procedure prior to the issuance of any land development permit.

(A) **Review criteria.** The planning commission shall hear and make recommendation upon such uses in a district that are permitted after special review. The application to establish such use shall be approved by the mayor and council on a finding that:

- (1) The proposed use will not be contrary to the purpose of this Land Development Code;
- (2) The proposed use will not be contrary to the findings and recommendations of the master plan;
- (3) The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers;
- (4) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement associated with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use;
- (5) The proposed use will not be affected adversely by the existing uses of adjacent properties;
- (6) The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use;
- (7) The parking and all development standards set forth for each particular use for which a permit may be granted will be met.

(B) **Additional mitigation requirements.** The planning commission may suggest and the mayor and council may impose or require such additional restrictions and standards (i.e., increased setbacks, buffer strips, screening, etc.):

- (1) As may be necessary to protect the health and safety of workers and residents in the community; and
- (2) To protect the value and use of property in the general neighborhood.

(C) **Adherence to requirements.** Provided that wherever the mayor and council shall find in the case of any permit granted pursuant to the provisions of these regulations, noncompliance of any term, condition, or restrictions upon which such permit was granted, the mayor and council shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.

(D) **Permit longevity.** If a building permit or other preparations or conditions are required prior to implementing special review approval granted by the mayor and council such permitting or other preparations or conditions must occur within 12 months from the date of special review approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by planning commission and mayor and council. In the event of a hardship or other extenuating circumstance the permit holder may apply to the designated city official for a one-time extension of permit approval. Permit extensions may not be approved in extenuating circumstances for a period of no more than 180 days. Should the permit not be exercised in the extension period it will expire.

(Ord. No. 05-2013, 1-10-2013)



Subject to all valid easements, rights of way and covenants of record.

TO HAVE AND TO HOLD the Property together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantees, or the survivor of them, forever in Fee Simple.

AND Grantor will warrant and forever defend the right and title to the Property unto Grantees, and the survivor of them, against the claims of any persons owning, holding or claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Limited Warranty Deed under seal, and delivered this Limited Warranty Deed, all as of the day and year first above written.

BOOK PAGE  
398 Z 838

GRANTOR

Harold M. Lyons  
Harold M. Lyons  
Elizabeth S. "Clyde" Lyons  
Elizabeth S. "Clyde" Lyons

Signed, sealed and delivered in the presence of:

Lennip J. Gresham  
Witness

Monica Johnson  
Notary Public  
My Commission Expires Feb. 7, 2018  
(NOTARY SEAL)

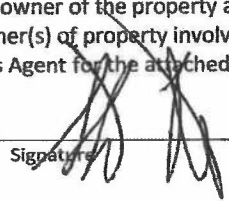
File HBY18392-8R

# Agent Authorization Form

## Applicant Information

Owner	
Name	Address
Stephen Friedman	2 8th Place, Tybee Island, Georgia 31328
Phone	Email
(678) 357.6666	ssfriedman@yahoo.com
Development Name (if applicable)	

I, the undersigned, do hereby certify that I am the owner of the property affected by the proposed application to the Planning Commission. I/We, the undersigned owner(s) of property involved in this application, do hereby authorize Jason P. Ball, PE to act as Agent for the attached application in my/our behalf.

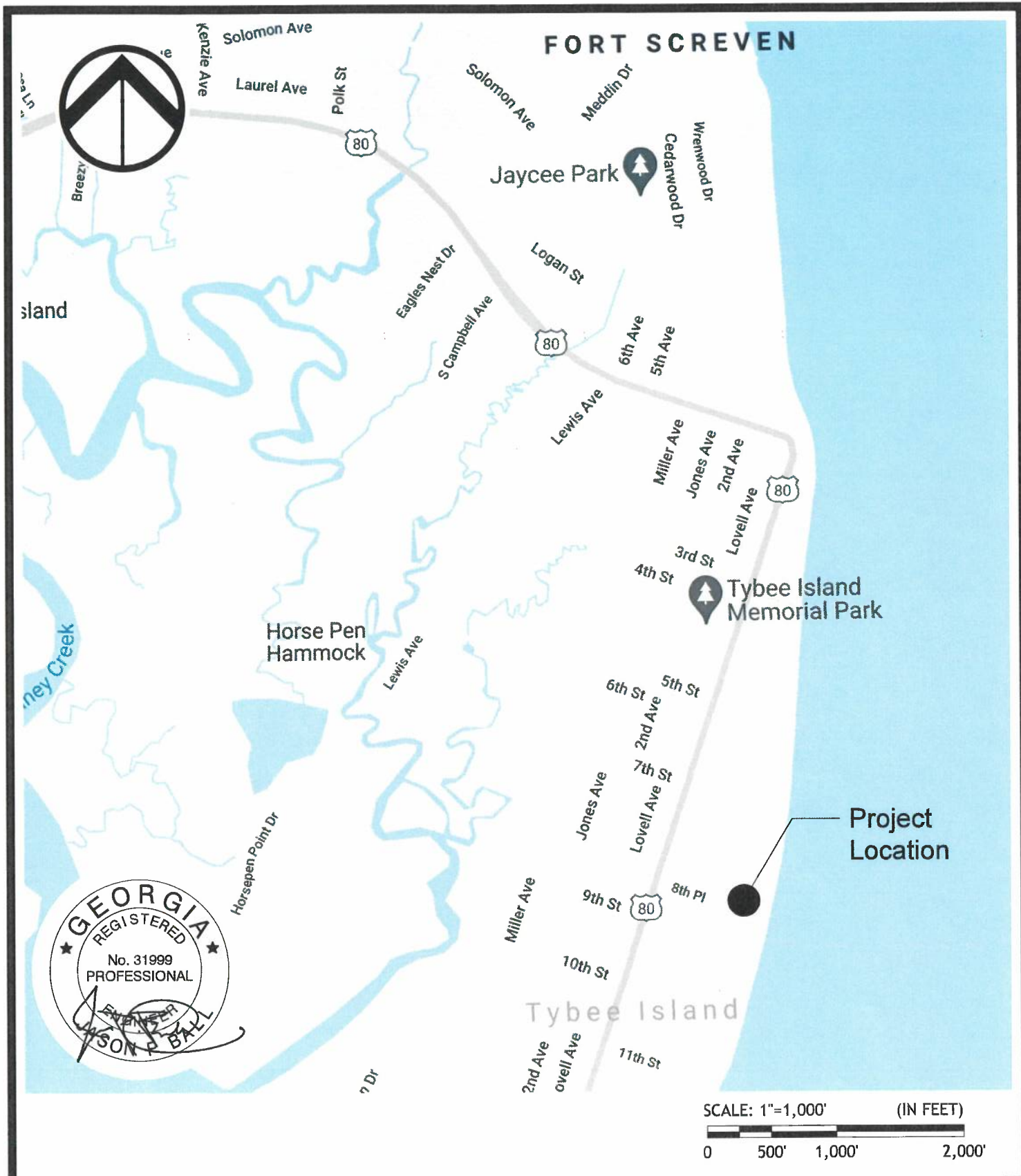
Stephen Friedman		04/28/22
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date

Authorized Agent	
Company Name	Contact (Individual Name)
Ball Maritime Group, LLC	Jason P. Ball, PE
Phone	Email
(912) 662.2914	jason@ballmaritime.com

I accept this authorization to act as Agent on behalf of the above owner(s).

Jason P. Ball	Jason P. Ball	Digitally signed by Jason P. Ball Date: 2022.04.28 08:25:37 -04'00'	04/28/22
Print Name	Signature		Date





**LOCATION MAP**

**FRIEDMAN BULKHEAD**

PROPOSED ACTIVITY: BULKHEAD

TYBEE ISLAND, GA

Applicant: MR. STEPHEN FRIEDMAN

Date: 12/22/2021

County: CHATHAM

JOB#: 21-1043

DATUM: NAVD88

1" = 1000'

SHEET: 2 of 6



**Ball Maritime Group, LLC**

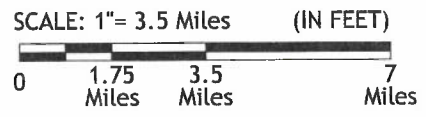
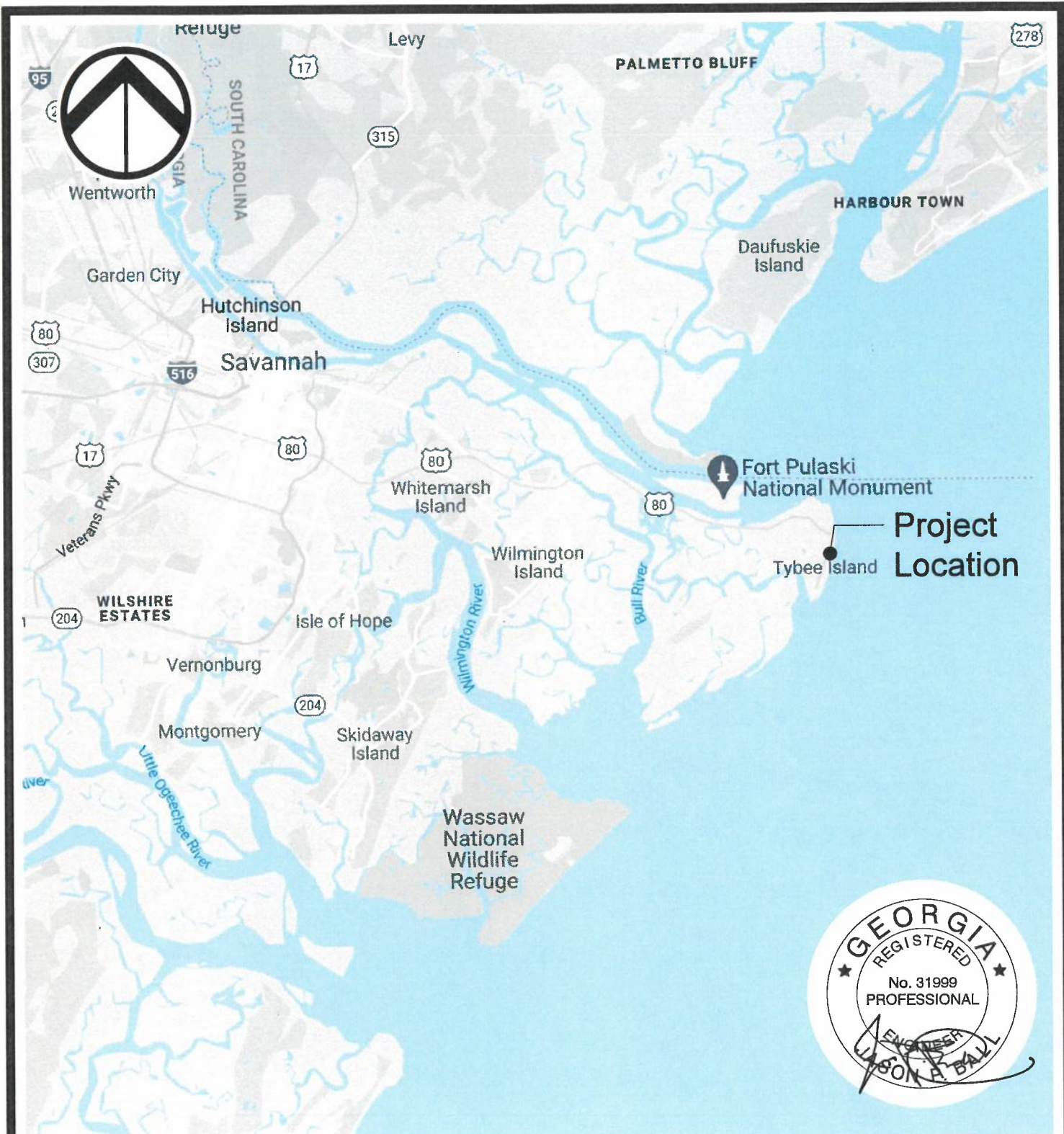
4 Cedar View Court | Savannah, Georgia | 31410 | (912) 662-2914

www.ballmaritime.com

Copyright © 2020

Item #4.

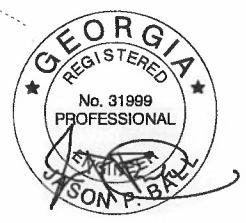
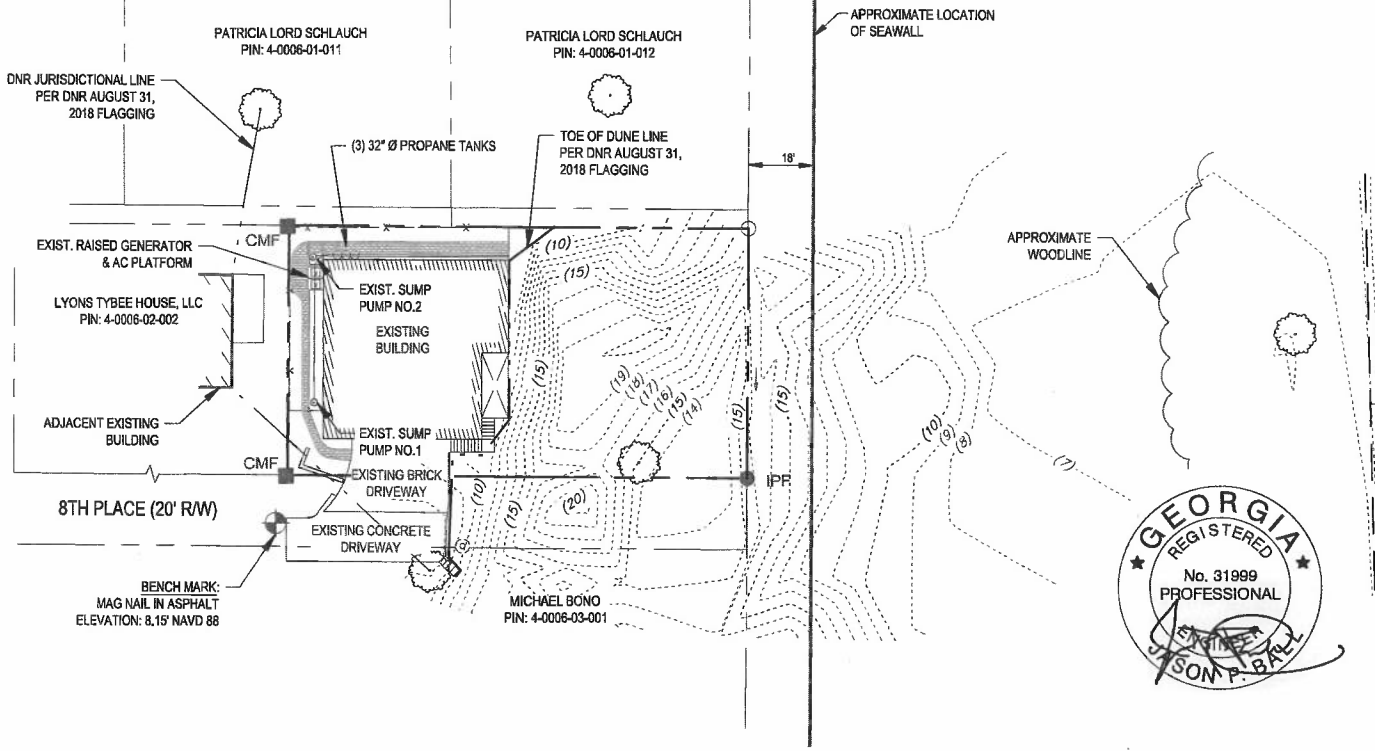
- Page 137 -



<b>VICINITY MAP</b>		<b>FRIEDMAN BULKHEAD</b>	
PROPOSED ACTIVITY: BULKHEAD		TYBEE ISLAND, GA	
Applicant: MR. STEPHEN FRIEDMAN			
Date: 12/22/2021			
County: CHATHAM			
JOB#: 21-1043	DATUM: NAVD88		
1" = 3.5 Miles		SHEET: 1 of 6	

**Ball Maritime Group, LLC**  
 4 Cedar View Court | Savannah, Georgia | 31410 | (912) 662-2914  
 www.ballmaritime.com Copyright © 2020

Item #4.



**EXISTING CONDITIONS**

**PROPOSED ACTIVITY: BULKHEAD**

**FRIEDMAN BULKHEAD**  
TYBEE ISLAND, GA

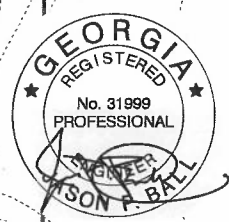
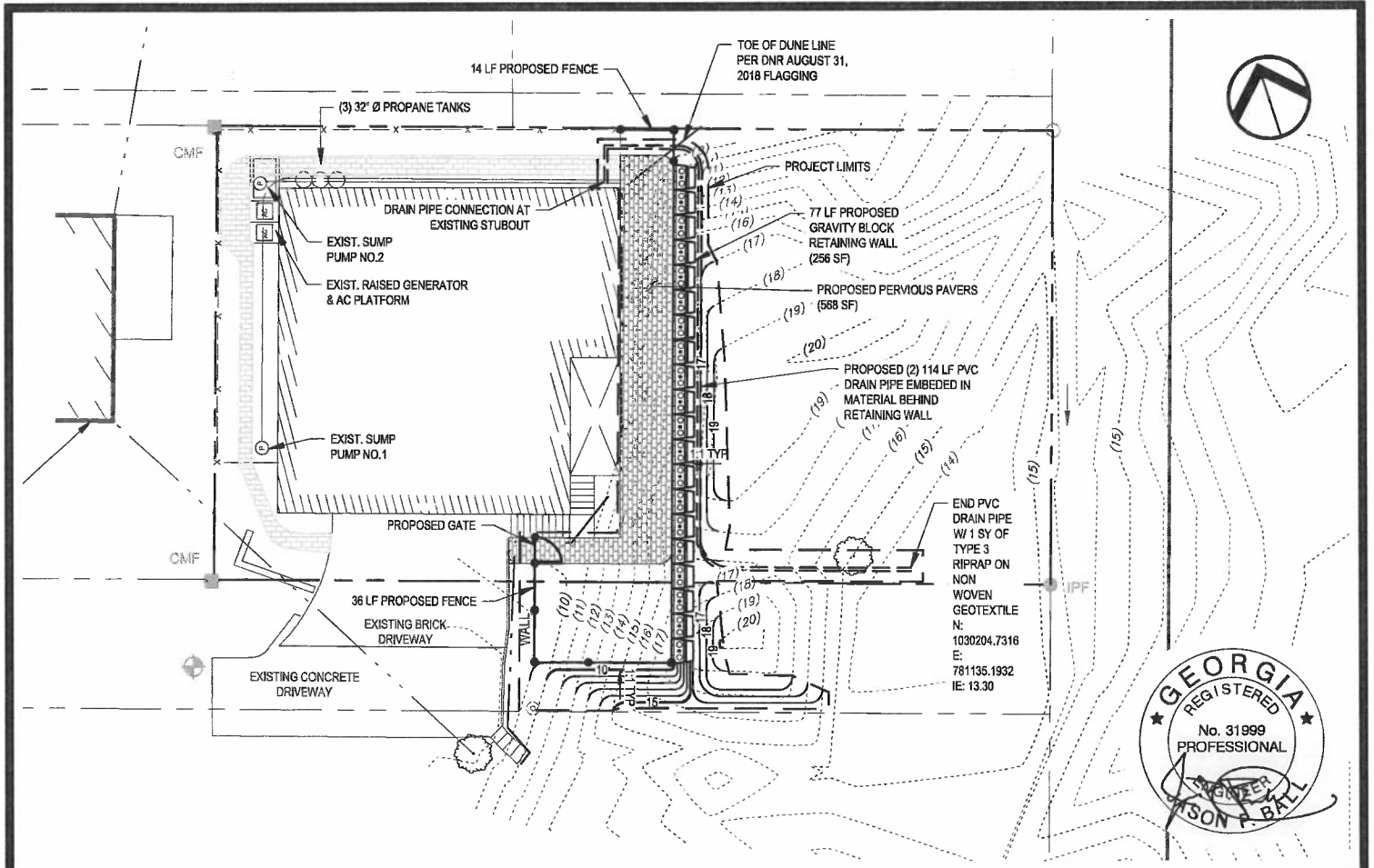
**Applicant: MR. STEPHEN FRIEDMAN**  
**Date: 12/22/2021**  
**County: CHATTAHOOCHEE**  
**JOB#: 21-1043**     **DATE: MAY 2020**  
**SCALE: 1" = 40'**     **SHEET: 3 of 6**

**GENERAL NOTES:**

**SCALE: 1" = 40' (IN FEET)**

**Ball Maritime Group, LLC**  
 4 Cedar View Court | Savannah, Georgia | 31410 | (912) 662-2914  
 www.ballmaritime.com     Copyright © 2020

P:21-1043 FRIEDMAN RETAINING WALL/600 CADD/SHEETS/PERMIT/21-1043 P03-EXISTING CONDITIONS.DWG ⇄ Plotted: 12/23/2021 11:54 AM By: B ALLEN

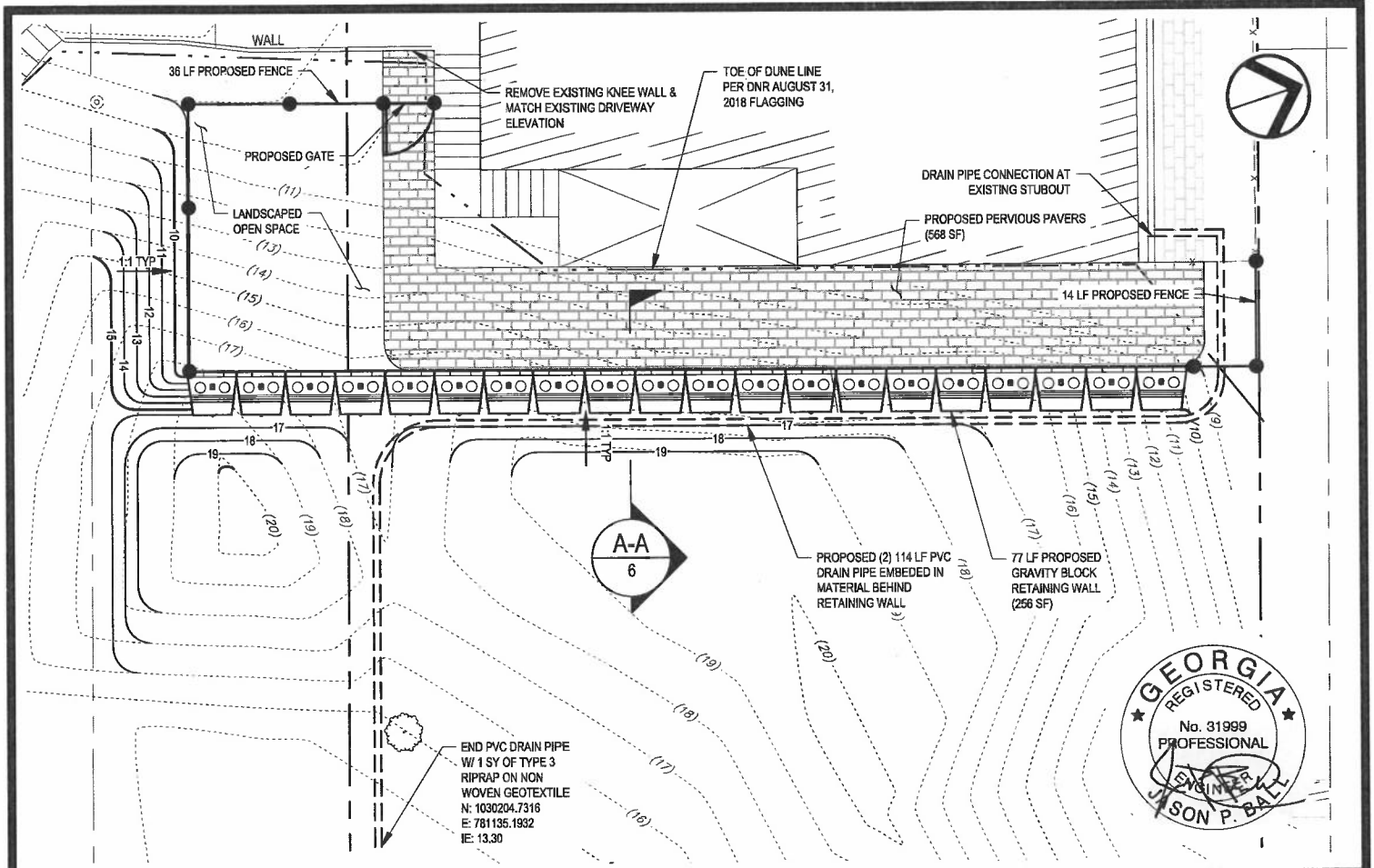


**OVERALL SITE PLAN** **FRIEDMAN BULKHEAD**  
**PROPOSED ACTIVITY: BULKHEAD** **TYBEE ISLAND, GA**  
 Applicant: MR. STEPHEN FRIEDMAN  
 Date: 12/22/2021  
 County: CHATHAM  
 JOB#: 21-1043 DATE: NOV08  
 SCALE: 1" = 20' SHEET: 4 of 6

**GENERAL NOTES:**  
 SCALE: 1"=20' (IN FEET)  
 0 10' 20' 40'

**Ball Maritime Group, LLC**  
 4 Cedar View Court | Savannah, Georgia | 31410 | (912) 662-2914  
 www.ballmaritime.com Copyright © 2020

P:21-1043 FRIEDMAN RETAINING WALL/600 CADDSHEETS/PERMIT/21-1043 P04-PROPOSED IMPROVEMENTS.DWG ↔ Plotted: 12/23/2021 11:54 AM By: B ALLEN



**BULKHEAD LAYOUT**

PROPOSED ACTIVITY: BULKHEAD

**FRIEDMAN BULKHEAD**

TYBEE ISLAND, GA

Applicant: MR. STEPHEN FRIEDMAN

Date: 12/22/2021

County: CHATHAM

JOB#: 21-1043

DATUM: NAVD83

SCALE: 1" = 10'

SHEET: 5 of 6

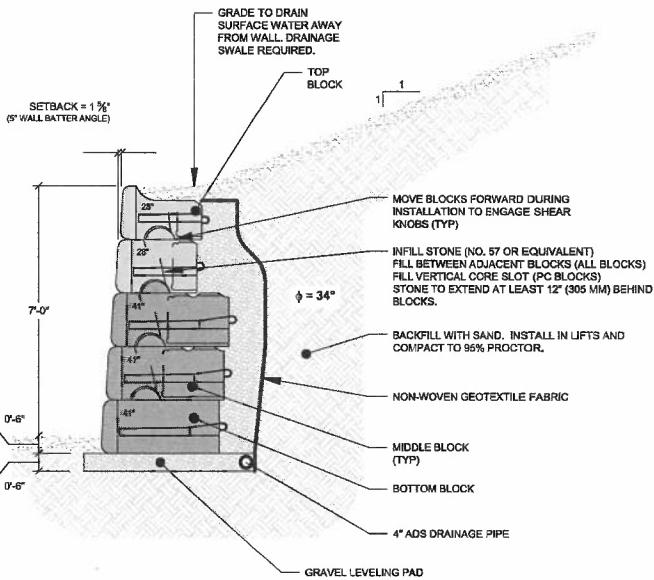
**GENERAL NOTES:**

SCALE: 1"=10' (IN FEET)

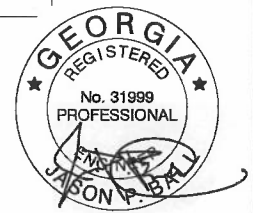
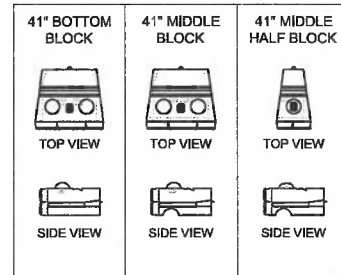
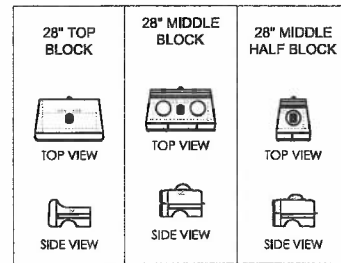


**Ball Maritime Group, LLC**

4 Cedar View Court | Savannah, Georgia | 31410 | (912) 662-2914  
www.ballmaritime.com Copyright © 2020



**SECTION A-A**  
SCALE: N.T.S.



<b>SECTIONS AND DETAILS</b>		<b>FRIEDMAN BULKHEAD</b>	<b>GENERAL NOTES:</b>	<b>Ball Maritime Group, LLC</b> 4 Cedar View Court   Savannah, Georgia   31410   (912) 662-2914 <a href="http://www.ballmaritime.com">www.ballmaritime.com</a> Copyright © 2020
PROPOSED ACTIVITY: BULKHEAD		TYBEE ISLAND, GA		
Applicant: MR. STEPHEN FRIEDMAN				
Date: 12/22/2021				
County: CHATTAHOOCHEE				
JOB#: 21-1043	DATE: NOV08			
SCALE: N.T.S.	SHEET: 6 of 6			

P121-1043 FRIEDMAN RETAINING WALL/600 CADD/SHEETS/PERMIT/21-1043 P06 SECTION DETAIL DWG <- Plotted: 12/23/2021 11:54 AM By: B ALLEN

  
**GEORGIA**  
DEPARTMENT OF NATURAL RESOURCES  
**COASTAL RESOURCES DIVISION**  
ONE CONSERVATION WAY • BRUNSWICK, GA 31520 • 912.264.7218  
COASTALGADNR.ORG

MARK WILLIAMS  
COMMISSIONER

DOUG HAYMANS  
DIRECTOR

April 26, 2022

Stuart Sligh, SECI (by email)

Re: **GADNR Shore Protection Act (SPA) Jurisdiction Line Verification, 2 8<sup>th</sup> Place, Tybee Island, Atlantic Ocean, Chatham County, Georgia**

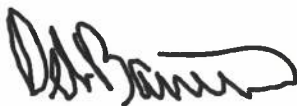
Dear Mr. Sligh:

Thank you for submitting the survey for the above referenced property performed by Don Edward Taylor Jr., Georgia Registered Land Surveyor No.3417 entitled "*An Exhibit of Lot 51 (Former Strand), and a Portion of the Atlantic Ocean, Being a Subdivision of Lot 1, Ward Two, 5<sup>th</sup> G.M. District, Tybee Island, Chatham County, Georgia*" prepared for Stephen Friedman. The survey accurately depicts the landward toe of the dune, and the State's Jurisdictional Area under the authority of the Shore Protection Act O.C.G.A 12-5-23 et seq. as inspected by the Department February 24, 2022.

The delineation of the parcel is subject to change due to environmental conditions and legislative enactments. This jurisdiction line will normally expire February 24, 2023, one year from the date of my site visit, but may be voided should legal and/or environmental conditions change. Authorization by the Shore Protection Committee or the Department is required prior to any construction or alteration in the State's Shore Protection Act Jurisdiction Area.

I appreciate receiving this information for our records. Please feel free to contact me at 912.266.3695 if I can be of further assistance.

Sincerely,

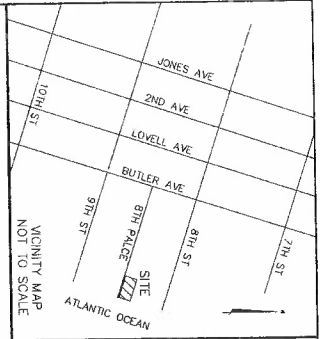


Deb Barreiro  
Permit Coordinator  
Marsh and Shore Management Program

Enclosure: *An Exhibit of Lot 51 (Former Strand), and a Portion of the Atlantic Ocean, Being a Subdivision of Lot 1, Ward Two, 5<sup>th</sup> G.M. District, Tybee Island, Chatham County, Georgia*

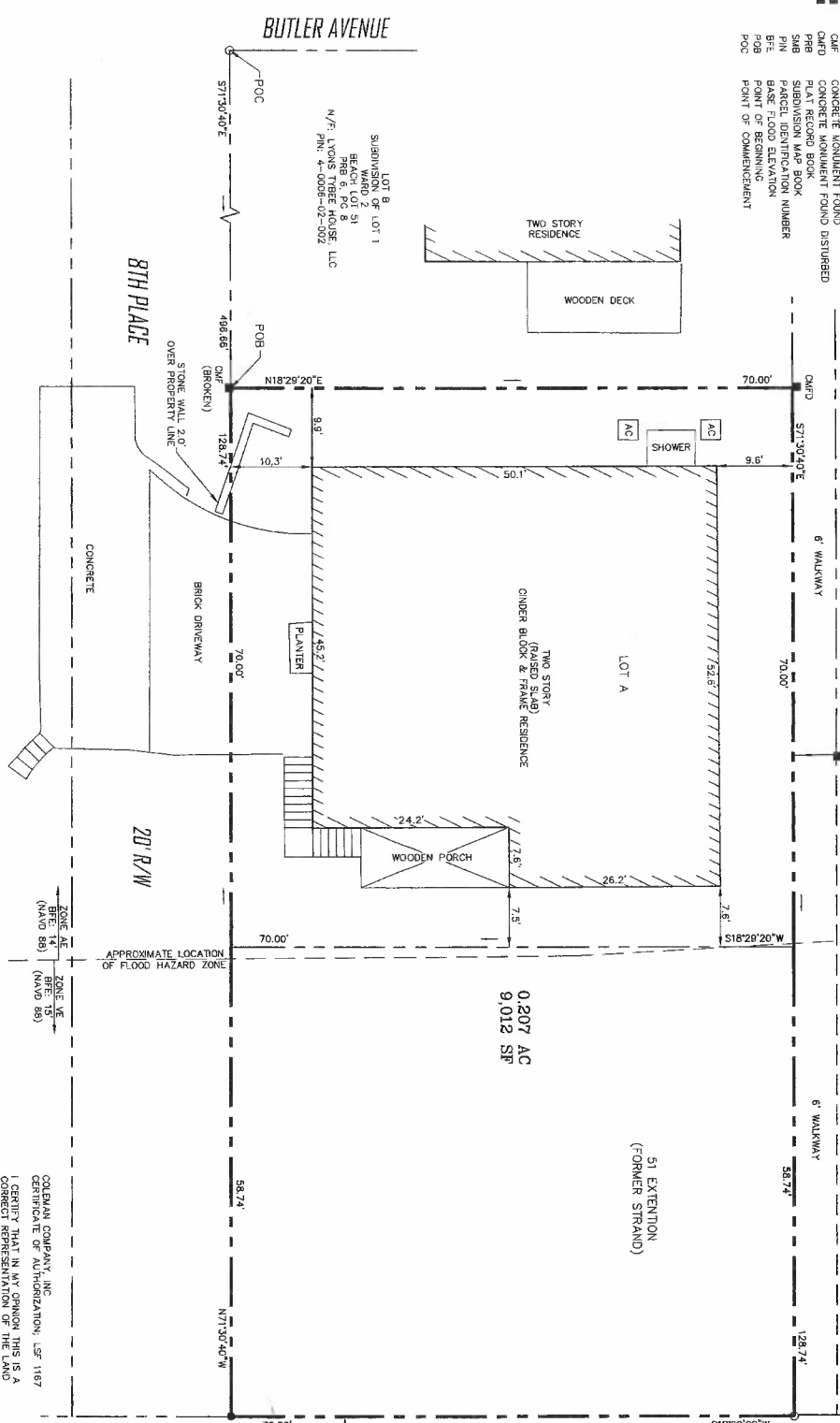
cc: George Shaw, City of Tybee Island Planning & Zoning (by email)

JDS20220040



- LEGEND**
- IRON ROD FOUND
  - IRON PIPE FOUND
  - ROOM FLOOR FOUND
  - ▣ CONCRETE MONUMENT FOUND
  - ▭ CONCRETE MONUMENT FOUND DISTURBED
  - ▭ PLAY RECORD BOOK
  - ▭ SUBDIVISION MAP BOOK
  - ▭ PARCEL IDENTIFICATION NUMBER
  - ▭ BASE FLOOD ELEVATION
  - ▭ POINT OF BEGINNING
  - ▭ POINT OF COMMENCEMENT

- NOTES:**
1. PROPERTY ADDRESS: 2 8TH PLACE
  2. PARCEL IDENTIFICATION NUMBER: 44-0006-02-001.
  3. THIS PROPERTY IS CURRENTLY ZONED R2.
  4. THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON THE NATIONAL DATUM OF 1983.
  5. LOCATED IN ZONE AE & VE. A SPECIAL FLOOD HAZARD AREA HAS DETERMINED BY FEDERAL INSURANCE RATE MAP NUMBER 15050C0214E. EFFECTIVE DATE: SEPTEMBER 26, 2008. BASE FLOOD ELEVATION: AE 14' & VE 15'.
  6. MAJOR BUILDING SETBACKS ARE TO CONFORM TO LOCAL ZONING ORDINANCES: BUILDING SETBACKS: FRONT - 20' FROM PROPERTY LINE; SIDE - 5' FROM PROPERTY LINE; REAR - 5' FROM PROPERTY LINE.
  7. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.

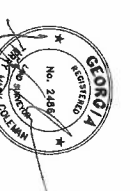


LOT B  
 SUBDIVISION OF LOT 1  
 WARD 2  
 BEACH LOT 50  
 SUB 175, FC #4  
 N/F: LYONS TREE HOUSE, LLC  
 P/N: 4-0006-02-002

LOT A  
 9,012 SF  
 N/F: PATRICIA LORD SHELACH  
 P/N: 4-0006-01-011

LOT C  
 PORTION OF THE STRAND  
 BEACH LOT 50  
 SUB 175, FC #4  
 N/F: SARAH PASARICKA  
 P/N: 4-0006-01-012

COLEMAN COMPANY, INC.  
 CERTIFICATE OF AUTHORIZATION, CS# 1167  
 I CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA, AS SET FORTH IN THE GEORGIA PLAT ACT (O.C.G.A. 43-8-67, 43-15-4, 43-15-8, 43-15-19 AND 43-15-22)



DATE: 8/29/2014  
 SCALE: 1"=10'  
 JOB #: 14290  
 DRAWN BY: JPA  
 CHECKED: JPA

AN ASBUILT SURVEY OF LOT A AND 51 EXTENSION (FORMER STRAND), BEING A SUBDIVISION OF LOT 1, BEACH LOT 51 WARD TWO, 5TH G.M. DISTRICT, TYBEE ISLAND, CHATHAM COUNTY, GEORGIA PREPARE FOR: STEPHEN FRIEDMAN

**COLEMAN COMPANY, INC.**  
 • Engineers and Surveyors •  
 17 Park of Commerce, Suite 201 / Savannah, GA 31405  
 (912) 912-3041 • Fax: (912) 912-3056







**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: May 16, 2022

Project Name/Description: 2 8<sup>th</sup> Pl – 40006 02001 – Zone R-2 – Stephen Friedman

Action Requested: Special review

Special Review	X	Subdivision:	
Site Plan Approval		Sketch Plan Approval ____	Conceptual ____
Variance		Preliminary Plan Approval ____	
Map Amendment		Final Plat Approval ____	
Text Amendment		Minor Subdivision ____	Major Subdivision ____

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition:  Approval     Denial     Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
McNaughton			CHAIR - ABSENT
McGruder			VICE CHAIR
Gooding	X		
Hill	X		
Reynolds	X		MOTION
Rodriguez	X		SECOND
Williams	X		

Planning Commission Chair: Elaine J. McGrade      Date: 5-19-2022  
 Planning & Zoning Manager: [Signature]      Date: 5-17-2022

**File Attachments for Item:**

**5. Site Plan approval: 101 Lovell Ave. – 40004 01015 – Zone C-2 – Emily Liebtog**



# STAFF REPORT

PLANNING COMMISSION MEETING: May 16, 2022

CITY COUNCIL MEETING: June 9, 2022

LOCATION: 101 Lovell Ave.

PIN: 40004 01015

APPLICANT: Emily Liebttag

OWNER: Emily Liebttag (Anchor Down LLC)

EXISTING USE: Restaurant (Commercial)

PROPOSED USE: Same

ZONING: C-2

PROPOSED ZONING: C-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Commercial Gateway

APPLICATION: Site plan review

PROPOSAL: The applicant requests site plan approval to add an outdoor deck, close a curb cut and add parking.

ANALYSIS: The restaurant currently has 88 seats and six employees on an average shift. This would require 18 parking spaces per our code. There are currently 11 off street parking spaces. The addition of the deck which would have up to 12 seats would require an additional 2 spaces. The plan proposes five additional spaces on site and the closing of the curb cut would allow the City to add two additional pay spaces.

The Comprehensive Plan describes the Commercial Gateway in which it lies as follows:

*This area functions as an activity center and serves as the commercial gateway for the City. Zoning classifications are C-1, C-2, R-1, R-1B, R-T, and R-2. The mix of neighborhood commercial uses include shopping, crafts, restaurants, and eco-tourism*

<i>Comprehensive Plan – Community Character Area Commercial Gateway</i>		
<i>Recommended Development Strategies</i>		<i>Meets Strategy Y/N or N/A</i>
1.	Encourage commercial and mixed use development and redevelopment along the US 80 commercial corridor	Y
2.	Discourage down-zoning within the US 80 commercial corridor	Y
3.	Establish standards for a maximum percentage of residential use on a per parcel basis to encourage mixed use	N/A
4.	Enhance pedestrian movements with streetscape improvements	Y
5.	Allow for the appropriate mix of retail, residential, and tourism related uses consistent with the Plan vision	Y
6.	Implement traffic calming measures and parking improvements	Y
7.	Establish noise and sight buffers between commercial uses and adjacent residential area	N/A
8.	Review parking requirements to ensure they are not prohibitive to future commercial development	N/A

**STAFF FINDING**

Closing the curb cut adds some level of safety to the area and an income source for the City. The location of the deck is currently unused. The additional spaces create a higher percentage of off street parking. While the plan falls short of the required number of spaces it does improve the parking numbers. Staff recommends approval

*This Staff Report was prepared by George Shaw.*

**ATTACHMENTS**

- A. Site plan review application
- B. Site plans
- C. Property card
- D. SAGIS map



"Recording" Fee

# CITY OF TYBEE ISLAND SITE PLAN APPROVAL APPLICATION

Fee  
Commercial \$500  
Residential \$250

Applicant's Name Emily Liebtog

Address and location of subject property 101 Lovell Ave

PIN 40004 01015 Applicant's Telephone Number 720-999-5447

Applicant's Mailing Address Po Box 729 Tybee Island 31328

Brief description of the land development activity and use of the land thereafter to take place on the property:  
See attached

Property Owner's Name Emily Liebtog Telephone Number 720-999-5447

Property Owner's Address Po Box 729 Tybee Island 31328

Is Applicant the Property Owner?  Yes  No

If Applicant is the Property Owner, Proof of Ownership is attached:  Yes

If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached hereto.  Yes

Current Zoning of Property C2 Current Use Restaurant

Names and addresses of all adjacent property owners are attached:  Yes

If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the Applicant has made campaign contributions aggregating to more than \$250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following:

- a. The name of the local government official to whom the campaign contribution or gift was made;
- b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
- c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

[Signature] Signature of Applicant 4/20/22 Date

NOTE: Other specific data is required for each type of Site Plan Approval.

Fee Amount \$ 500.00 Check Number 1154 Date 4/21/22

City Official [Signature]

Item #5.

NOTE: This application must be accompanied by following information:

- 1 copy, no smaller than 11 x 17, of the proposed site plan and architectural renderings.
- 1 copy, no smaller than 24 x 36, of the engineered drainage and infrastructure plan.
- 1 copy, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping plan.
- Disclosure of Campaign Contributions

The Planning Commission may require elevations or other engineering or architectural drawings covering the proposed development.

The Mayor and Council will not act upon a zoning decision that requires a site plan until the site plan has met the approval of the City's engineering consultant. (Note: Section 5-080 (A) requires, "Once the engineer has submitted comments to the zoning administrator, a public hearing shall be scheduled.")

The Applicant certifies that he/she has read the requirements for Site Plan Approval and has provided the required information to the best of his/her ability in a truthful and honest manner.

  
\_\_\_\_\_  
Signature of Applicant

4/20/22  
\_\_\_\_\_  
Date



## CITY OF TYBEE ISLAND

### CONFLICT OF INTEREST IN ZONING ACTIONS DISCLOSURE OF CAMPAIGN CONTRIBUTIONS


Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES \_\_\_\_\_ NO X \_\_\_\_\_

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF \$250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature 

Printed Name Emily Liebtog

Date 4/20/22



**Sec. 5-080. - Site plan approval.**

The site plan approval process is intended to provide the general public, planning commission, and mayor and council with information pertinent to how a new development will affect the surrounding area and the city as a whole and to ensure compliance with all applicable regulations and considerations as hereinafter stated. Where a variance, special review, or any other land development activity is involved in connection with a site plan, the standards applicable to the variance, special review, and/or land development activity applied for shall apply.

(A) **Process.** Upon submittal of the site plan, the designated city official will review the site plan or noticeable discrepancies and determine if there is a need to apply for other zoning actions. The site plan is then forwarded to the city's consulting engineer. Once the engineer has submitted comments to the designated city official, a public hearing before the planning commission shall be scheduled. The public hearing shall be held regardless of whether the site plan meets the requirements of this Land Development Code. Until the applicant addresses all of the engineer's comments and the site plan is satisfactory, the mayor and council will not consider the plan. In addition to all other requirements, any applicant for a site plan must identify all prior site plan applications made by the applicant, any affiliates/relatives, corporate or business entities in which the applicant has had an interest for the property which is the subject matter of the current application. The applicant must identify any parking meters proposed to be eliminated from city rights-of-way by the proposed site plan implementation. The applicant must demonstrate compliance with all other applicable ordinances including but not limited to stormwater, flood damage prevention, and buffering. In considering a site plan, the mayor and council may consider whether the proposed development will be unreasonably detrimental to adjacent or nearby uses and whether the proposed development will adversely impact existing conditions in the overall neighborhood, including but not limited to:

- (1) The impact or lack thereof on available resources and utilities.
- (2) Whether the proposed development is of a scale and mass so as to be compatible with the character of the neighborhood.
- (3) Whether the proposed development is consistent with the character area under the master plan.
- (4) Density considerations for the neighborhood including demands on infrastructure, traffic, and other relevant factors. In considering a site plan, the mayor and council may approve or deny the application as submitted, or add or delete conditions appropriate to protecting the interest of the applicant as well as those of nearby properties. Buffering requirements beyond those expressly identified may also be imposed. If conditions are added or deleted the applicant must subsequently submit a revised plan of the proposed development to the designated city official and all such conditions that had been added or deleted must be accepted by the city's consulting engineer. If all of the foregoing requirements have been satisfied and further if the mayor and council find that the benefits of and need for the proposed use and project are greater than any possible depreciating effects and damages to the neighboring properties, the application may be granted.

(B) **Other zoning actions.** Because special review, variances and map amendments require site plans, site plan review may be the first step in the permitting process, however, the site plan should identify any other zoning actions necessary in order for the intended development to be constructed so that a public hearing can be held on all such zoning actions simultaneously with the public hearing on the site plan. Site plan approval should encompass approval of all other zoning actions necessary to accomplish the development, however, if the intended development is to be altered from an approved site plan, additional public hearing and review is necessary if an additional special review, variance or map amendment is necessitated by the proposed alteration.

(C) **Site plan longevity.** After a site plan has been approved by the mayor and council it shall be valid for a period of 18 months from the date of approval. If a building permit has not been obtained and work has not begun, the site plan approval shall be void and a new application must be submitted for site plan approval.

(Ord. No. 1999-26, 8-12-1999; Ord. No. 2002-15, 7-11-2002; Ord. No. 2002-15, amended 1-9-2003; Ord. No. 1999-26, amended 8-12-1999; Ord. No. 1999-19, amended 6-15-1999; Ord. No. No. 2005-14, § 1, 5-26-2005; Ord. No. 2005-14, § 1, 5-26-2005; Ord. No. 01-2015, § 1, 1-15-2015)

Planning Commission submission:

Address: 101 Lovell Ave

Business: Salt Island Fish & Beer

Project Details:

Salt Island has noticed that having a curb cut on the property exiting to 80 has caused a safety issue for our guests waiting at the side of the building and on the sidewalk as cars end up using the property as a roundabout. The plan would be to remove the curb cut which would allow space for the city to add 2 metered parking spots on highway 80 as well as allowing the business to gain private parking spots for our guests.

Salt Island would also like to add a deck to the west side of the building to create a better, more pleasing waiting and seating space for our guests. This deck would require no variances.

Names and Addresses of neighboring properties:

105 Lovell Ave – Michael and Angela Frye, 1002 E 40<sup>th</sup> Savannah, GA 31401

203 1<sup>st</sup> St – Doug (we do not know last name) 912-657-2725

**BOUHAN  
FALLIGANT**

ATTORNEYS &amp; COUNSELORS AT LAW

One West Park Avenue  
Savannah, GA 31401**CLOSING STATEMENT**

Closing Date:	April 30, 2018
Seller:	MACJANLYNN, LLC
Purchaser/Borrower:	Anchor Down, LLC
Lender:*	TC Federal Bank
Property:	101 Lovell Avenue, Tybee Island, Georgia 31328 PIN 4-0004-01-015
Settlement Agent:	Bouhan Falligant LLP
File No.:	19617-1

\*Simultaneous CADD/SBA Loan to be closed by Weiner Shearouse Weitz Greenberg & Shawe, LLP pursuant to separate settlement statement.

**I. SELLER STATEMENT**

	Item Description	Debits	Credits
1.	Purchase Price		\$1,150,000.00
2.	Pro-rated 2018 1 <sup>st</sup> Installment Real Property Taxes		\$1,218.43
3.	Pro-rated 2018 Personal Property Taxes	\$168.52	
4.	Commission Fee to Keller Williams - Savannah	\$30,000.00	
5.	Commission Fee to Pier Commercial Real Estate	\$30,000.00	
6.	Loan Payoff to National Loan Acquisitions Company	\$475,968.11	
7.	Loan Payoff to Small Business Assistance Corporation (Micro Loan)	\$12,934.16	
8.	Loan Payoff to Wells Fargo (504 Loan)	\$375,000.00	
9.	Loan Payoff to U.S. Small Business Administration (Hurricane Loan)	\$48,638.42	
10.	Earnest Money Paid in Advance to Seller	\$10,000.00	
11.	2018 1 <sup>st</sup> Installment Real Property Taxes to Chatham County Tax Commissioner	\$3,557.04	
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
		<b>Total Debits</b>	<b>Total Credits</b>
		<b>\$986,266.25</b>	<b>\$1,151,218.43</b>
	<b>Balance Due to Seller</b>	<b>\$164,952.18</b>	

**II. PURCHASER STATEMENT**

	<b>Item Description</b>	<b>Debits</b>	<b>Credits</b>
1.	Purchase Price	\$1,150,000.00	
2.	Earnest Money Paid in Advance to Seller		\$10,000.00
3.	Primary Loan from TC Federal Bank		\$1,003,000.00
4.	Pro-rated 2018 1 <sup>st</sup> Installment Real Property Taxes	\$1,218.43	
5.	Pro-rated 2018 Personal Property Taxes		\$168.52
6.	Deed Recording Fees to Clerk of Superior Court	\$16.00	
7.	Security Deed Recording Fees to Clerk of Superior Court	\$28.00	
8.	UCC Financing Statement (Statewide UCC Index) Recording Fees to Clerk of Superior Court	\$10.00	
9.	UCC Fixture Filing Recording Fees to Clerk of Superior Court	\$14.00	
10.	Affidavit of Facts Recording Fees to Clerk of Superior Court	\$16.00	
11.	Transfer Taxes to Clerk of Superior Court	\$1,150.00	
12.	Intangibles Taxes for TC Federal Bank Loan to Clerk of Superior Court	\$3,009.00	
13.	Lenders' Policy Title Insurance Premium to First American Title Insurance Company	\$2,856.00	
14.	Title Abstract Fee to Harris Title & Research Co.	\$433.00	
15.	Flood Insurance Premium to American Bankers Insurance Company of Florida	\$8,114.00	
16.	Attorney Fees to Bouhan Falligant LLP	\$5,500.00	
17.	Loan Origination Fee to TC Federal Bank	\$5,900.00	
18.	Third Party Lender Fee to Wells Fargo	\$2,950.00	
19.	Credit Report Fee to TC Federal Bank	\$51.43	
20.	VeraCheck to TC Federal Bank	\$145.00	
21.	Tax Service Fee to TC Federal Bank	\$128.00	
22.	Flood Certification Fee to TC Federal Bank	\$24.00	
23.	Environmental Report to Whitaker Laboratory, Inc.	\$2,100.00	
24.			
25.			
		<b>Total Debits</b>	<b>Total Credits</b>
		<b>\$1,183,662.86</b>	<b>\$1,013,168.52</b>
	<b>Balance Due from Purchaser</b>	<b>\$170,494.34</b>	

ADDENDUM:

1. This Closing Statement and Addendum and the matters set forth in the underlying contract expressly stated to survive the closing shall survive the closing and shall not merge into the conveyance deed from Seller to Purchaser.
2. This Closing Statement and Addendum may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Closing Statement.
3. The parties acknowledge and agree that the amounts set forth herein are a true and correct representation of the transaction evidenced by the Closing Statement.

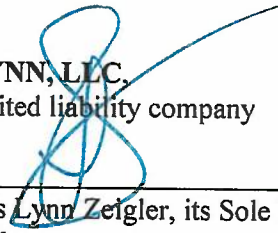
Having read, approved and agreed to the above disbursements, the undersigned parties hereby authorize Bouhan Falligant LLP to make the disbursements set forth in the Closing Statement. This Addendum is an integral part of the Closing Statement and by their signatures hereon the parties agree to the terms set forth herein.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

**SELLER:**

**MACJANLYNN, LLC,**  
a Georgia limited liability company

By: \_\_\_\_\_

  
Agnes Lynn Zeigler, its Sole Member  
and Manager

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

**PURCHASER:**

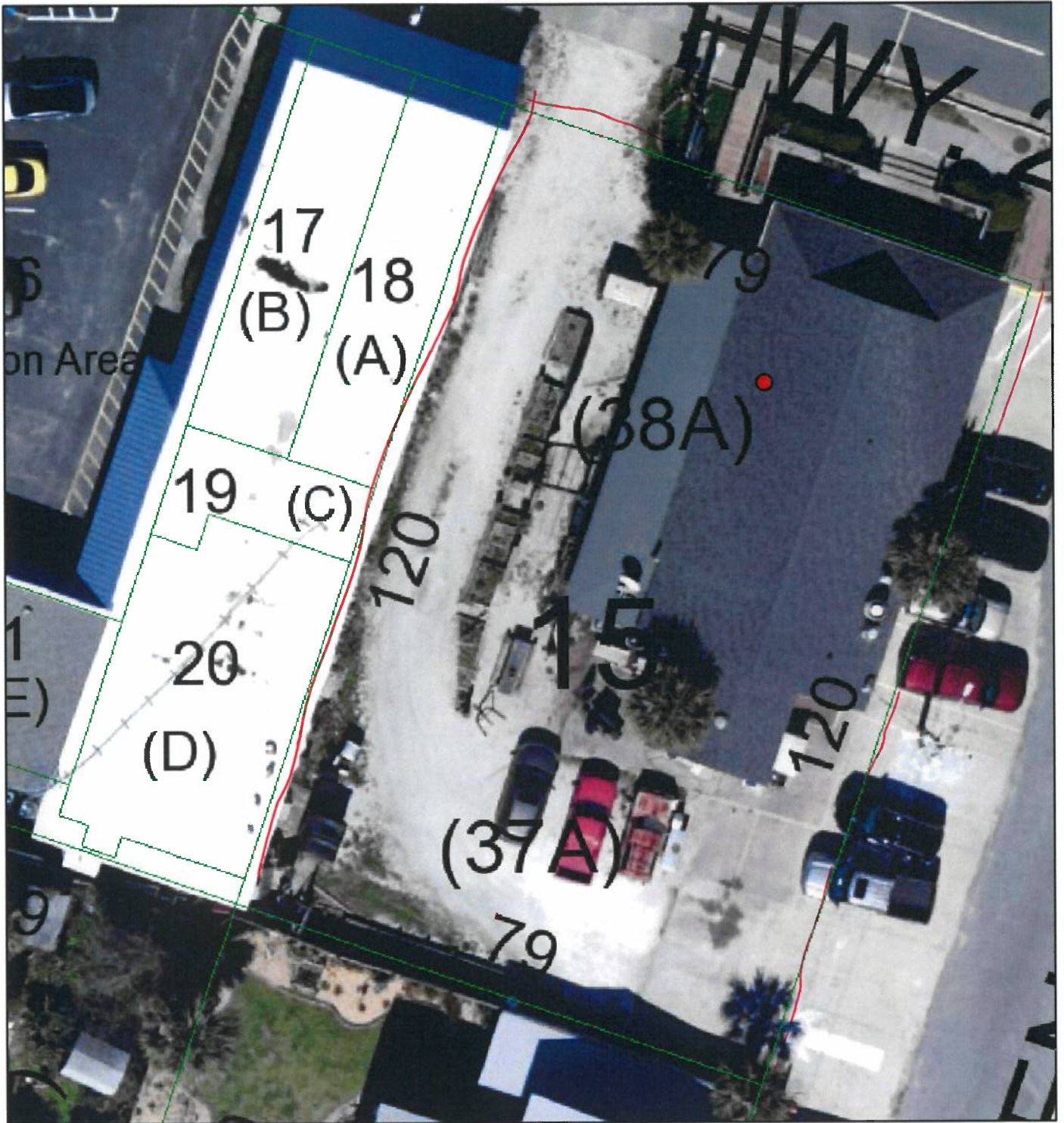
**ANCHOR DOWN, LLC,**  
a Georgia limited liability company

By:   
\_\_\_\_\_  
Emily Liebtag, its Manager

By:   
\_\_\_\_\_  
Eric Liebtag, its Manager



SAGIS Map Viewer

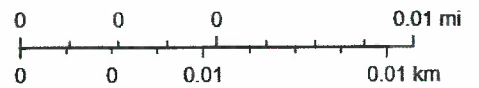


4/21/2022, 8:03:41 AM

101 Lovell Ave.

1:282

Property Boundaries (Parcels)



Salt Island fish & Beer

SAGIS

**Tax Commissioner Summary**

Status ACTIVE  
 Alternate ID 2947148  
 Bill # 2947148  
 Tax District/Description 040-TYBEE  
 Legal Description LOTS 37A & 38A WARD 1 TYBEE PRB 40P 59  
 Appeal Status

**Parcel Status**

Parcel Status	Deferral Exist	Years Support	Total Millage Rate
Active	No		16.8038

**Parcel Information**

Property Class C3 - Commercial Lots  
 Mortgage Company  
 Exemptions

**Most Current Owner**

Current Owner	Co-Owner	Care Of	Mailing Address
ANCHOR DOWN LLC			PO BOX 729 TYBEE ISLAND GA 31328

**Digest Owner (January 1)**

Owner	Co-Owner	Care Of	Mailing Address
ANCHOR DOWN LLC			PO BOX 729 TYBEE ISLAND GA 31328

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

Year	Cycle	Billed	Paid	Due
2022	1	6,267.13	0.00	6,267.13
2021	1	12,663.93	-12,663.93	0.00
2020	1	13,103.27	-13,103.27	0.00
2019	1	13,077.96	-13,077.96	0.00
2018	1	9,543.36	-9,543.36	0.00
2017	1	7,481.89	-7,481.89	0.00
2016	1	7,248.95	-7,248.95	0.00
2015	1	7,318.38	-7,318.38	0.00
Total:		76,704.87	-70,437.74	6,267.13

EXISTING CURB CUT TO BE ELIMINATED  
CREATING 1 TO 2 METERED PARKING SPACES

**NOTES:**

- 1) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSES ONLY.
- 2) THE PUBLIC RECORDS REFERENCED WERE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
- 3) THIS PLAT WAS MADE AS AN AGREEMENT BETWEEN THE SURVEYOR AND THE CLIENT. NO THIRD PARTY USE EXCEPT AS AUTHORIZED.
- 4) ALL WETLANDS ARE UNDER THE AUTHORITY OF THE U.S. ARMY CORPS OF ENGINEERING AND/OR GEORGIA DEPARTMENT OF NATURAL RESOURCES. NO DISTURBANCE TO THESE AREAS ALLOWED EXCEPT AS PERMITTED.
- 5) NO ENVIRONMENTAL OR SUBSURFACE INVESTIGATION TO INDICATE AREAS OF WETLANDS OR OTHER CONCERNS PERFORMED.
- 6) PROPERTY SHOWN HEREON IS SUBJECT TO ANY/ALL APPLICABLE MUNICIPAL SETBACKS OR NEIGHBORHOOD COVENANTS.

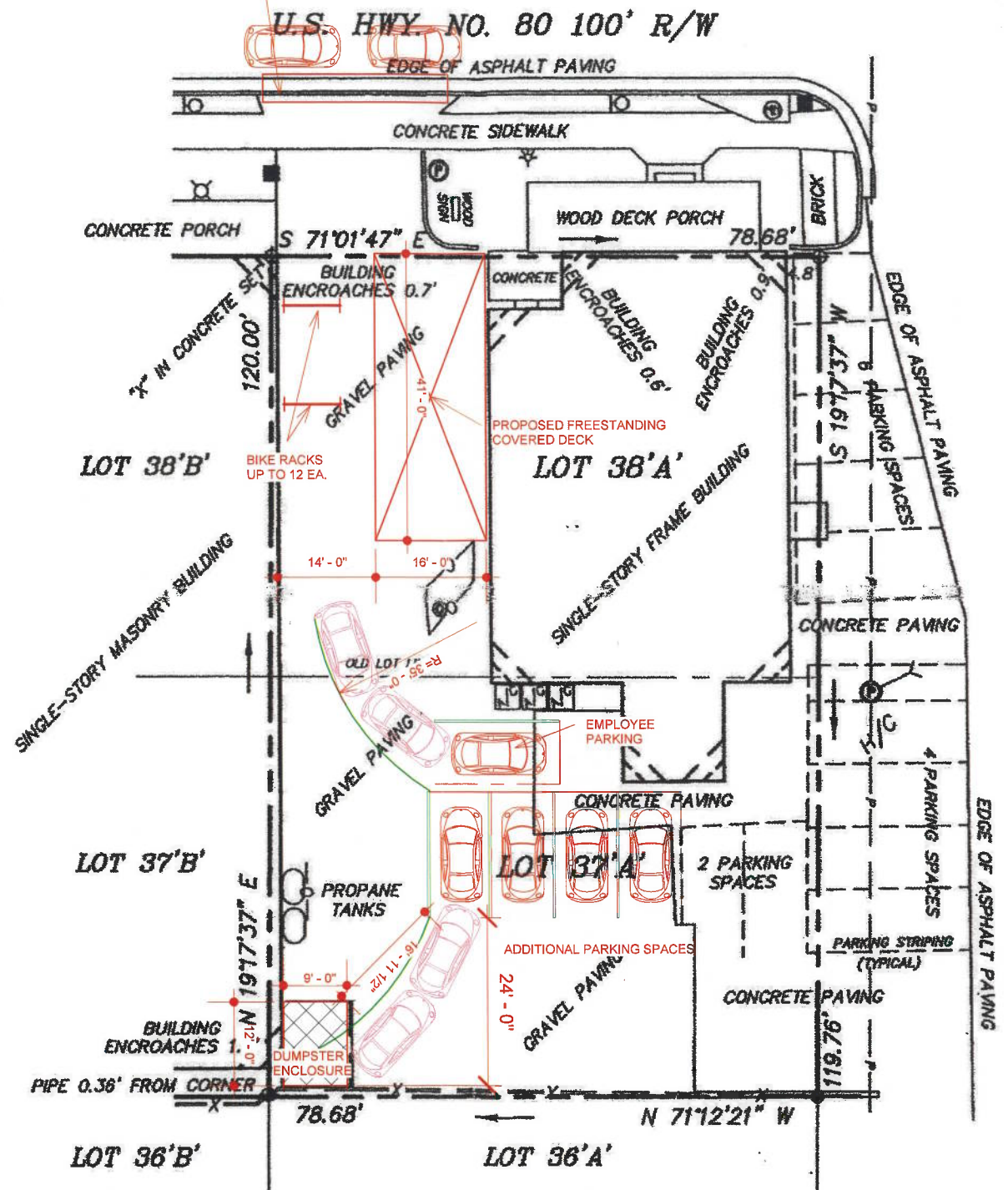
**FLOOD NOTE:**

THIS IS TO CERTIFY THAT ACCORDING TO FEMA FLOOD INSURANCE RATE MAP: 135164 COMMUNITY PANEL NUMBER: 13051'C - 0214'F AND DATED: 9/26/08 THAT THIS PROPERTY IS LOCATED IN ZONE: 'AE' WITH A BASE FLOOD ELEVATION OF: 13.0' M.S.L. "1988" DATUM

ADDRESS: 101 LOVELL AVENUE  
PROPERTY IDENTIFICATION NUMBER: 4-0004-01-015  
EQUIPMENT USED: TOPCON GPT 8205A TOTAL STATION  
TOTAL AREA: 9,432.1 SQ.FT 0.217 ACRES  
PRECISION PLAT: 1/100,000+  
PRECISION FIELD: 1/35,000  
PRECISION ANGLES: 05" PER ANGLE POINT  
ADJUSTMENT METHOD: LEAST SQUARES  
FIELD WORK COMPLETED: 7/08/11

"I HEREBY CERTIFY THAT PURSUANT TO O.C.G.A. 15-6-67, THIS PLAT DEPICTS AN EXISTING TRACT OF RECORD, DOES NOT CREATE ANY PUBLIC AREAS, STREETS, OR RIGHTS OF WAY, AND THEREFORE DOES NOT REQUIRE APPROVAL OF ANY LOCAL GOVERNING AUTHORITY PRIOR TO RECORDING." I FURTHER CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND THAT IT IS A TRUE REPRESENTATION OF THE LAND AND THAT IT CONFORMS WITH THE MINIMUM STANDARDS REQUIRED BY LAW.

**GEORGIA**  
REGISTERED  
No. 2555  
LAND SURVEYOR  
CARL R. JACKSON  
7-11-11  
CARL R. JACKSON, GA. R.L.S. NO. 2555



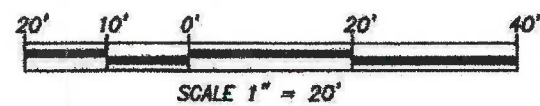
LOVELL AVENUE 60' R/W

**REFERENCES:**

- MAP BOOK 2, PAGE 9
- P.R.B. 40'P', PAGE 59
- S.M.B. 13'S', PAGE 63

**LEGEND**

- 1/2" REDAR SET
- 1/2" IRON PIPE FOUND
- ⊕ 1/2" REBAR FOUND
- ⊗ "X" IN CONCRETE FOUND
- ⊠ WOODEN SIGN POST
- ⊕ WATER VALVE
- ⊕ FLOOR LAMP
- ⊕ TELECOMMUNICATIONS BOX
- ⊕ WATER METER
- ⊕ POWER POLE
- ⊕ CURB INLET
- ⊕ PARKING METER
- ⊕ FLAG POLE
- ⊕ GAS VALVE
- ⊕ 4" WIDE WOOD FENCE
- ⊕ ROPE & POST FENCE
- ⊕ OVERHEAD POWERLINE
- HC HANDICAPPED
- A/C AIR CONDITIONER
- P.R.B. PLAT REFERENCE BOOK
- S.M.B. SUBDIVISION MAP BOOK



**CARL R. JACKSON**  
LAND SURVEYOR, INC.

411 PINE STREET  
BLOOMINGDALE, GA 31302  
(912) 988-3355 (912) 596-2189  
FAX (912) 988-3356  
J.JACKSON402@COMCAST.NET

**A SURVEY PLAT OF MACELWEE' RESTAURANT,**  
WARD 1, LOTS 37'A' & 38'A', 5th G.M. DISTRICT,  
TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

PREPARED FOR: MACELWEE'S RESTAURANT

DRAWN BY: C.R.J.

CHECKED BY: C.R.J.

SCALE: 1" = 20'

DATE: 7/11/11

FILE: 11047

SHEET 1 OF 1



**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: May 16, 2022

Project Name/Description: 101 Lovell Ave. – 40004 01015 – Zone C-2 – Emily Liebttag

Action Requested: Site Plan Approval

Special Review		Subdivision:	
Site Plan Approval	X	Sketch Plan Approval	___ Conceptual ___
Variance		Preliminary Plan Approval	___
Map Amendment		Final Plat Approval	___
Text Amendment		Minor Subdivision	___ Major Subdivision ___

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition:  Approval     Denial     Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
McNaughton			CHAIR -ABSENT
McGruder			VICE CHAIR
Gooding	X		
Hill	X		
Reynolds	X		MOTION
Rodriguez	X		SECOND
Williams	X		

Planning Commission Chair: Elaine J. McGruder

Date: May 19, 22

Planning & Zoning Manager: Joe B. [Signature]

Date: 5-17-2022

**File Attachments for Item:**

**6. Variance: 10 11th Terrace – 4007 01019 – Zone R-2 – Chuck Moore**



# STAFF REPORT

PLANNING COMMISSION MEETING: May 16, 2022

CITY COUNCIL MEETING: June 9, 2022

LOCATION: 10 11<sup>th</sup> Terrace

PIN: 40007 01019

APPLICANT: Chuck Moore

OWNER: Chuck Moore

EXISTING USE: Single family dwelling

PROPOSED USE: Same

ZONING: R-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Beachfront Neighborhood

APPLICATION: Zoning Variance (5-090) from Section 3-090 Schedule of development regulations.

PROPOSAL: The applicant is requesting an 8” side setback variance for carport/covered porch and a 9’ 4” front setback variance for a set of stairs.

ANALYSIS: The carport could be narrowed to fit within the setbacks. The stairs would add convenience but is not necessary.

Variance standards require that the applicant meet the following conditions:

- (1) That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, or considerations related to the environment or the safety, or to historical significance, that is peculiar to the particular property; and,
- (2) That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
- (3) A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

This variance does not meet the above criteria.

The Comprehensive Plan describes the Beachfront Neighborhood District as follows:

*The Beachfront Neighborhood to the east of Butler Avenue is exclusively R-2 zoning, with single family, multifamily, and duplex housing types. Wide streets with on street parking and old growth trees supplemented by side alleys characterize the area. Public and private beach access are available.*

<i>Comprehensive Plan – Community Character Area The Beachfront Neighborhood District</i>	
<i>Recommended Development Strategies</i>	<i>Meets Strategy Y/N or N/A</i>

1.	Historic structures should be preserved whenever possible	N/A
2.	Enhance the pedestrian environment where feasible	N/A
3.	Preserve old growth trees	N/A
4.	Preserve and maintain public beach access and enhance when necessary	N/A
5.	Do not allow intrusion of commercial uses	N/A
6.	Preserve the low density character of the area	N/A
7.	Encourage preservation of the large historic beach to Butler Ave. lots	N/A
8.		N/A

**STAFF FINDING**

This application does not meet the defined criteria for a variance. There is no hardship as the lot is fully developed and usable without these addition. Staff recommends denial.

*This Staff Report was prepared by George Shaw.*

**ATTACHMENTS**

- A. Variance application (5 pages)
- B. Survey (1 page)
- C. Site Plan (1 page)
- D. SAGIS map (1 page)



CITY OF TYBEE ISLAND
ZONING VARIANCE APPLICATION

Fee
Commercial \$500
Residential \$200

Applicant's Name CHUCK MOORE

Address and location of subject property 10 11th TERRACE

PIN 9.007.01.019 Applicant's Telephone Number 912.656.1913

Applicant's Mailing Address 10 11th TERRACE

Brief description of the land development activity and use of the land thereafter to take place on the property:

ADDITION OF SCREEN PORCH AND WOOD STEPS.

Explain the hardship EDGE OF ACCESS FOR ADA VEHICLE.

Property Owner's Name CHUCK MOORE Telephone Number 912.656.1913

Property Owner's Address 10 11th TERRACE

Is Applicant the Property Owner? Yes No

If Applicant is the Property Owner, Proof of Ownership is attached: Yes

If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached hereto. Yes

Current Zoning of Property R-2 Current Use RESIDENCE

Names and addresses of all adjacent property owners are attached: Yes

If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the Applicant has made campaign contributions aggregating to more than \$250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following:

- a. The name of the local government official to whom the campaign contribution or gift was made;
b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

Disclosure of Campaign Contributions form attachment hereto: Yes

Signature of Applicant [Signature] Date 4.29.22

NOTE: Other specific data is required for each type of Variance.

Fee Amount \$ 100.00 Check Number Date

City Official







**CITY OF TYBEE ISLAND**

**CONFLICT OF INTEREST IN ZONING ACTIONS**

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS**

Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES \_\_\_\_\_ NO  \_\_\_\_\_

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF \$250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Sec. 5-090. Variances.**

(A) **Standards.** After an application has been submitted to the designated city official, reviewed by the planning commission, and a public hearing has been held by the mayor and council, the mayor and council may grant a variance from the strict application of the provisions in this Land Development Code only if a physical circumstance, condition, or consideration exists as described in item (1) below.

- (1) There are unique physical circumstances or conditions or considerations beyond that of surrounding properties, including a substandard lot of record that existed prior to March 24, 1971 (see Section 3-040); irregularity; narrowness; or shallowness of the lot shape; or exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or to safety, or to historical significance, that is peculiar to the particular property; and;
- (2) Because of such physical circumstances or conditions or considerations, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
- (3) A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

(B) **Height.** No part of any structure shall project beyond 35-feet above the average finished grade of a property except:

- (1) chimneys, flues, stacks, heating units, ventilation ducts, air conditioning units, gas holders, elevators, and similar appurtenances needed to operate and maintain the building on which they are located.
- (2) the following items that were existing on the date of the adoption of this ordinance: flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.

(C) **Variance longevity.** After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.

(D) **Reviewing variance applications.** The designated city official, planning commission, and governing body, shall consider the factors stated herein in reviewing variance applications in taking action on a particular variance. In exercising the powers to grant variances, the mayor and council may attach any conditions to its approval which it finds necessary to accomplish the reasonable application of the requirements of these regulations.

(E) **Application approval.** Notwithstanding any other provisions of the Code of Ordinances, the designated city official may approve applications for variances without the need of public hearings and without the need of review by the planning commission or the mayor and council as follows:

- (1) When **either** of the following circumstances exists:
  - a. The proposed improvement of alteration will not result in an expansion of the existing footprint of the existing structure; **or**
  - b. No additional encroachment into any setback shall be created by the proposed improvement, construction or addition.
- (2) When **each** of the following circumstances also exists:
  - a. No encroachment or construction of habitable space or other prohibited improvements will exist below one foot above the base flood elevation; **and**
  - b. The requested improvements or construction will not violate existing zoning provisions.

This subsection shall have specific application to existing nonconforming structures as referred to in section 3-020.

If the staff of the building and zoning department finds that the request needs or should have additional review for any reason, it may request review by the planning commission and if the request is approved or rejected by the planning commission then the planning commission's determination shall control. For purposes of this section, a public hearing before the planning commission shall not be necessary. If the staff of the building and zoning department declines an applicant's request the applicant may apply for the granting of a variance which will follow the procedures applicable to variances in general specifically, those procedures described in sections 3-020 and 3-090 as well as the public hearing requirements referred to in section 5-060. In the event the staff request review by the planning commission and the planning commission rejects the request, the applicant may apply for the granting of a variance and follow the procedure applicable to such request before mayor and council.

(F) ***Compliance with ordinances.*** Notwithstanding any other provision of the Code of Ordinances, no application for a variance may be accepted nor may any variance be granted with respect to any property that is then not in compliance with the requirements of ordinances for the condition on which the variance is sought, unless the applicant files with the application a detailed written explanation of how, when, and by whom the need for a variance was created. In such a case, the planning commission shall make a recommendation to the mayor and council as to whether the variance should be approved or rejected or modified and the mayor and council, following a public hearing, may approve, reject or modify the variance request. In the event property is constructed in violation of the ordinances, the violation status remains until such time as the condition is rectified and placed in conformity with the ordinances. Violations of the ordinances may be subject to the enforcement provisions of this Code and all penalties permissible by law. A variance that is granted under this Ordinance does not excuse prior violations including those that have resulted or may result in enforcement action by the City of Tybee Island.



**Most Current Owner**

Current Owner	Co-Owner	Care Of	Mailing Address
MOORE KATHERINE C.			10 SHIPYARD LANE SAVANNAH GA 31406

**Digest Owner (January 1)**

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
MOORE KATHERINE C.		10 SHIPYARD LANE		SAVANNAH	GA	31406

**Parcel**

Status	ACTIVE
Parcel ID	40007 01019
Category Code	RES - Residential
Bill #	2964587
Address	10 11TH TER
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20213.00 - T213 TYBEE BTL BEACH
Total Units	
Zoning	R-2
Class	R3 - Residential Lots
Appeal Status	

**Legal Description**

Legal Description	E PT LOT 1B & THE WESTERN PT OF LOT 2 SUB OF BEACH LOT 68 WARD 3 TYBEE
Deed Book	2061
Deed Page	0759

**Permits**

Permit #	Permit Date	Status	Type	Amount
190388	07/18/2019	Complete	EL - ELECTRIC	\$1,200.00
190385	07/17/2019	Complete	RN - RENOVATIONS	\$10,000.00
190357	06/28/2019	Complete	RN - RENOVATIONS	\$20,000.00
06-0234-1	04/24/2006	Complete	HT - HEAT/FURN/HVAC	\$2,126.00
040278-2	06/21/2004	Complete	GM - GENERAL MAINT.	\$3,000.00

**Inspection**

Inspection Date	Reviewer ID
03 12 <span style="border: 1px solid black; padding: 2px;">Item #6.</span>	RKRYZAK
	RKRYZAK

03/21/2016  
03/31/2010  
06/08/2007

MWTHOMAS  
MWTHOMAS  
AVMARCAN

### Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2021	357,600	442,400	800,000	TRANSACTION
2020	345,600	449,400	795,000	
2019	345,600	449,400	795,000	
2018	345,600	449,400	795,000	
2017	342,000	388,800	730,800	
2016	342,000	388,800	730,800	
2015	342,000	388,800	730,800	
2014	342,000	388,800	730,800	
2013	342,000	388,800	730,800	

### Sales

Sale Date	Sale Price	Sale Validity	Instrument Book - Page	Grantor	Grantee
09/14/2020	800,000	Q	WD 2061 - 0759	DAY SALLY M.	MOORE KATHERINE C.
04/29/2018	0	U	1756 - 0657	DAY JR CECIL BURKE	DAY SALLY M
01/05/1994	0	U	QC 164W - 0638	DAY C BURKE JR	DAY C BURKE JR & SALLY M
12/01/1984	40,000	U	-		

### Land

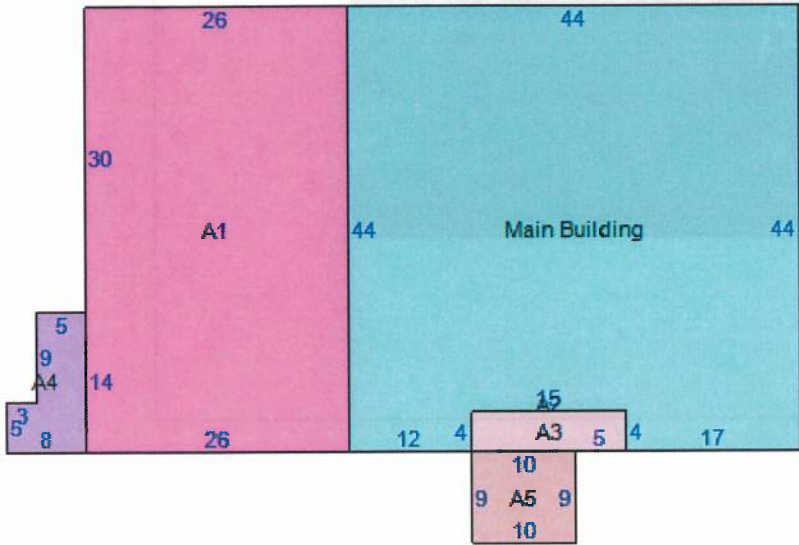
Line Number	1
Land Type	U - UNIT
Land Code	01 - SINGLE FAMILY RES
Square Feet	0
Acres	0
Influence Factor 1	80
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

### Residential Building

Card #	1
Actual Year Built	1985
Effective Year Built	
Type	1 - Single Family Residence
Style/Stories	2 - TWO STORY
Percent Complete	100
Quantity	400
Condition	AV - AVERAGE

Item #6.

Living Area 4,956  
 Basement Area 0  
 Finished Basement Area No  
 Bedrooms 5  
 Full / Half Baths 4 / 0

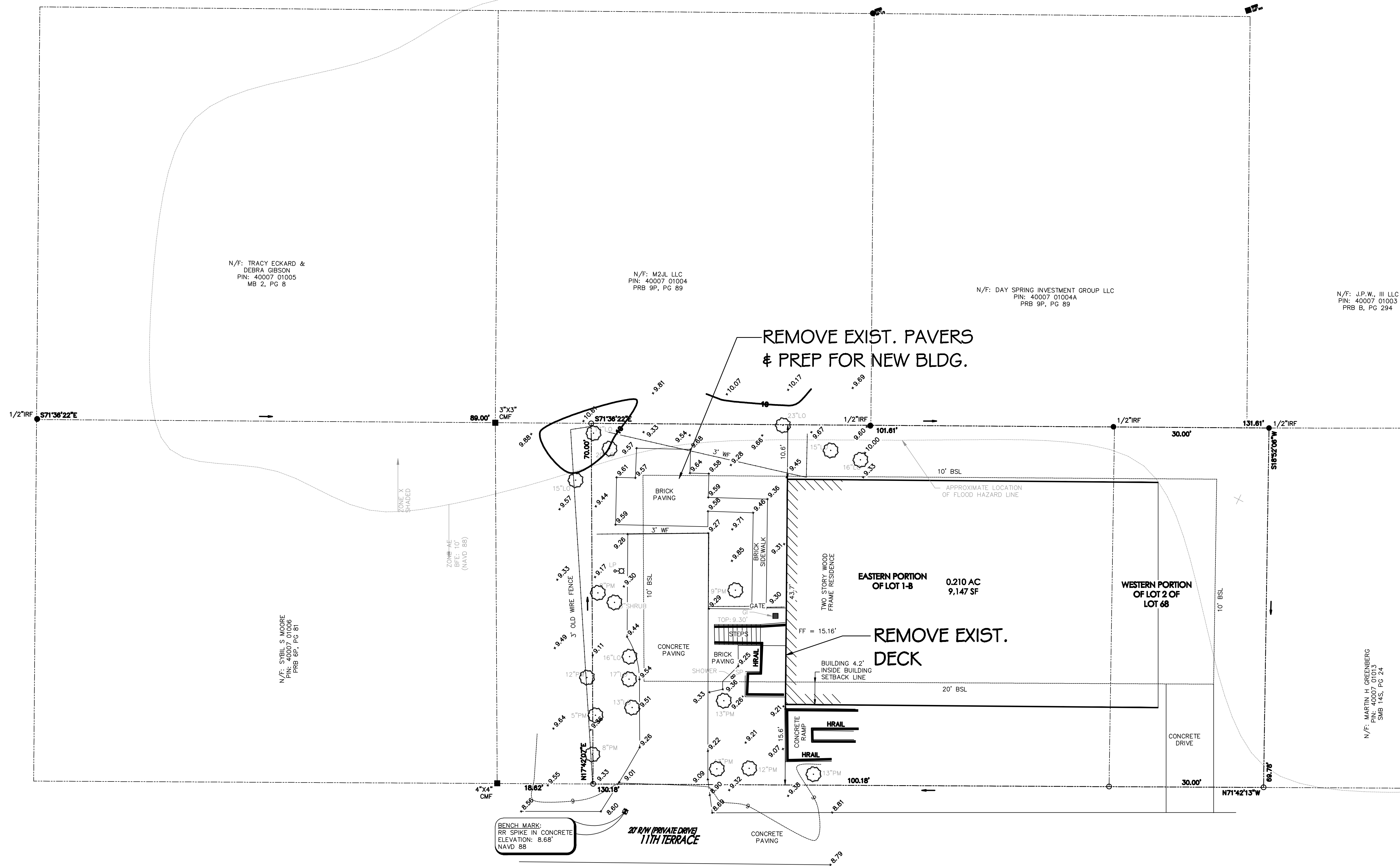


Item	Area
Main Building	1876
A1 - 100:100- LIVING SPACE	1144
A2 - 100:100- LIVING SPACE	60
A3 - 904:904-Slab Porch (SF) with Roof	60
A4 - 903:903-Wood Deck (SF)	85
A5 - 903:903-Wood Deck (SF)	90





80' RW  
BUTLER AVENUE



REVISION

DATE

NO.

Garage, Cov. Porch and Carport Renovations for  
**Mr. and Mrs. Chuck Moore**  
 10 11th Terrace

**Existing and Demolition Site Plan**

**Cadman  
 esigns** LLC  
 Residential ■ Designers ■ Planners  
 P.O. Box 30443 • Savannah, GA 31410  
 Office: 912.441.0737

SHEET  
**C1**  
 1 OF 1

COPYRIGHT © 2022  
 Cadman\_Designs, LLC

CHATHAM COUNTY

SAVANNAH, GEORGIA

CONTR. NO. 22-05

SCALE: 1/4" = 1'-0"

DATE: March 2022

DATE: March 2022

DATE: March 2022

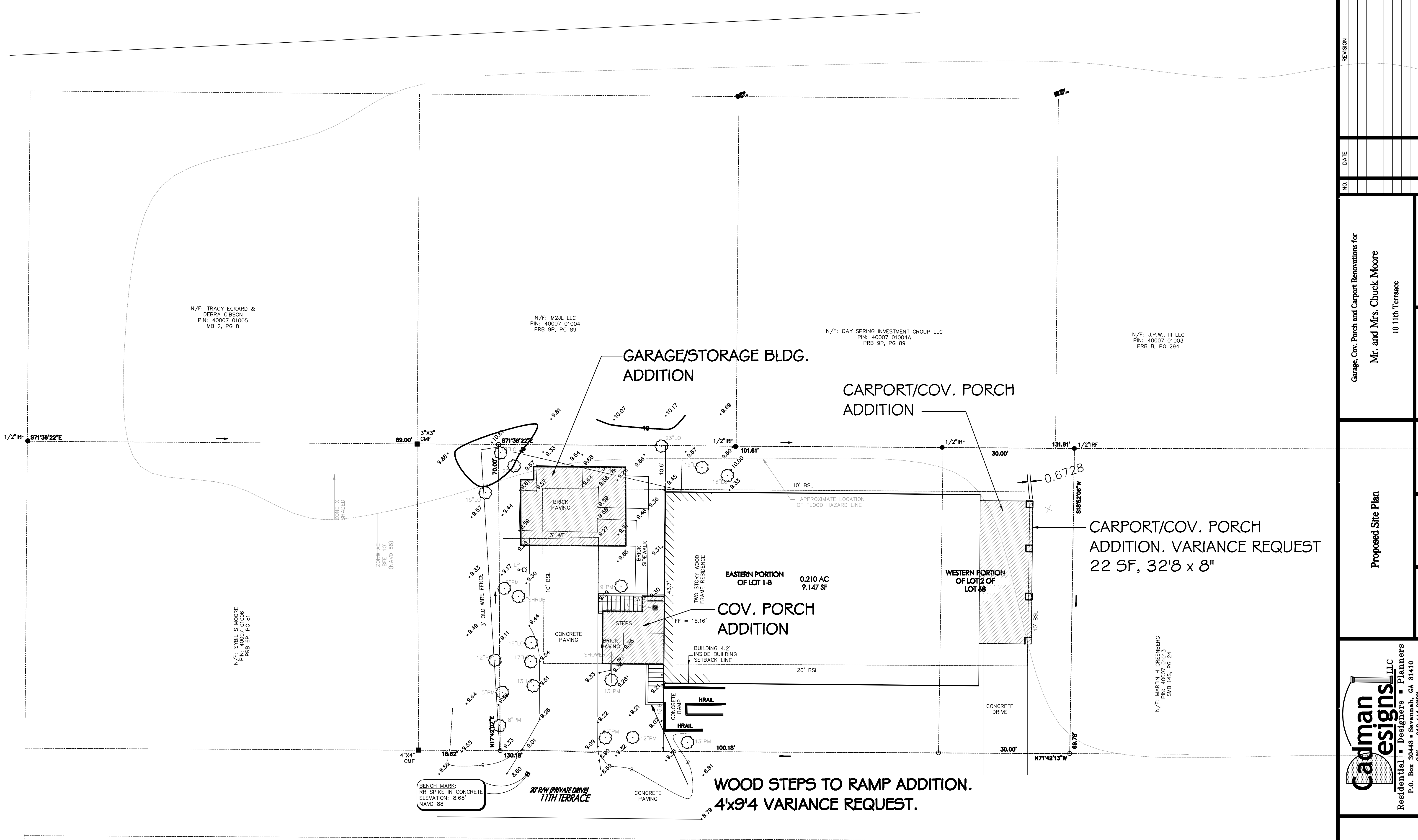
DATE: March 2022

DATE: March 2022

DATE: March 2022

DATE: March 2022

DATE: March 2022



N/F: TRACY ECKARD &  
DEBRA GIBSON  
PIN: 40007 01005  
MB 2, PG 8

N/F: M2J LLC  
PIN: 40007 01004  
PRB 9P, PG 89

N/F: DAY SPRING INVESTMENT GROUP LLC  
PIN: 40007 01004A  
PRB 9P, PG 89

N/F: J.P.W. III LLC  
PIN: 40007 01003  
PRB B, PG 294

N/F: SYBIL S. MOORE  
PIN: 40007 01006  
PRB 6P, PG 81

N/F: MARTIN H. GREENBERG  
PIN: 40007 01013  
SMB 14S, PG 24

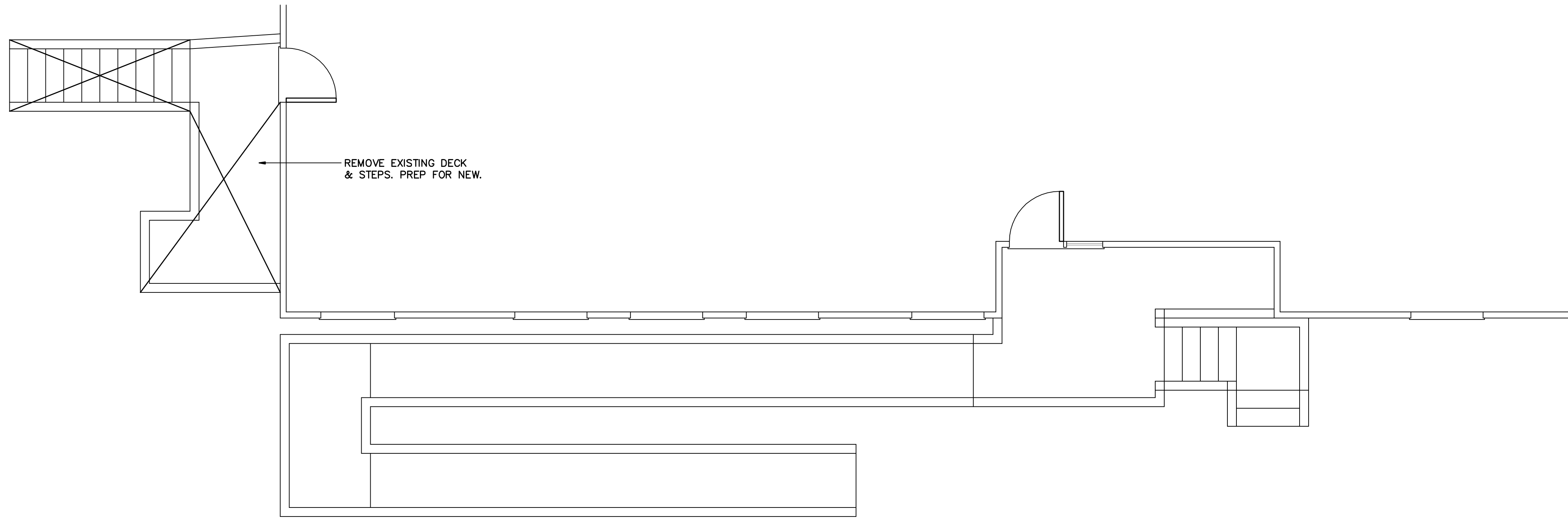
BENCHMARK:  
RR STRIKE IN CONCRETE  
ELEVATION: 8.68'  
NAVD 88

20' R/W PRIVATE DRIVE/  
11TH TERRACE

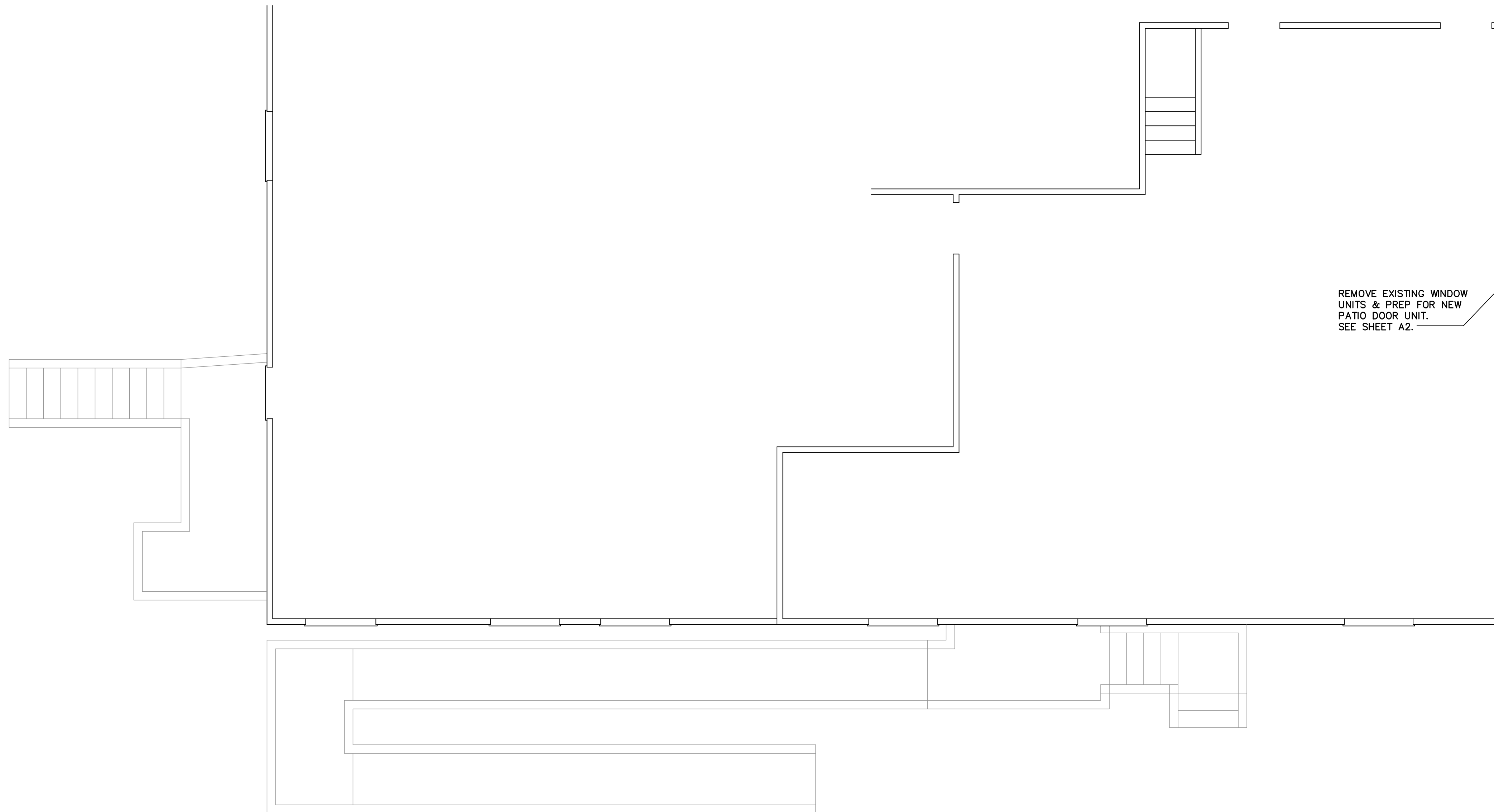
WOOD STEPS TO RAMP ADDITION.  
4x9'4" VARIANCE REQUEST.

CARPOR/COV. PORCH  
ADDITION. VARIANCE REQUEST  
22 SF, 32'8" x 8"

REVISION	
DATE	
NO.	
Garage, Cov. Porch and Carport Renovations for Mr. and Mrs. Chuck Moore 10 11th Terrace	
CHATHAM COUNTY	
SAVANNAH, GEORGIA	
CONTR. NO. 22-05	
DATE: March 2022	
SCALE: 1/4" = 1'-0"	
Proposed Site Plan	
 Residential - Designers - Planners P.O. Box 30443 - Savannah, GA 31410 Office: 912.441.0737	
SHEET C2 2 OF -	
COPYRIGHT © 2022 Cadman Designs, LLC	



**First Floor Plan**  
SCALE: 1/4"=1'-0"



**Second Floor Plan**  
SCALE: 1/4"=1'-0"

INSULATION AS PER I.E.C.C. 2018 TABLE 402.1.1.

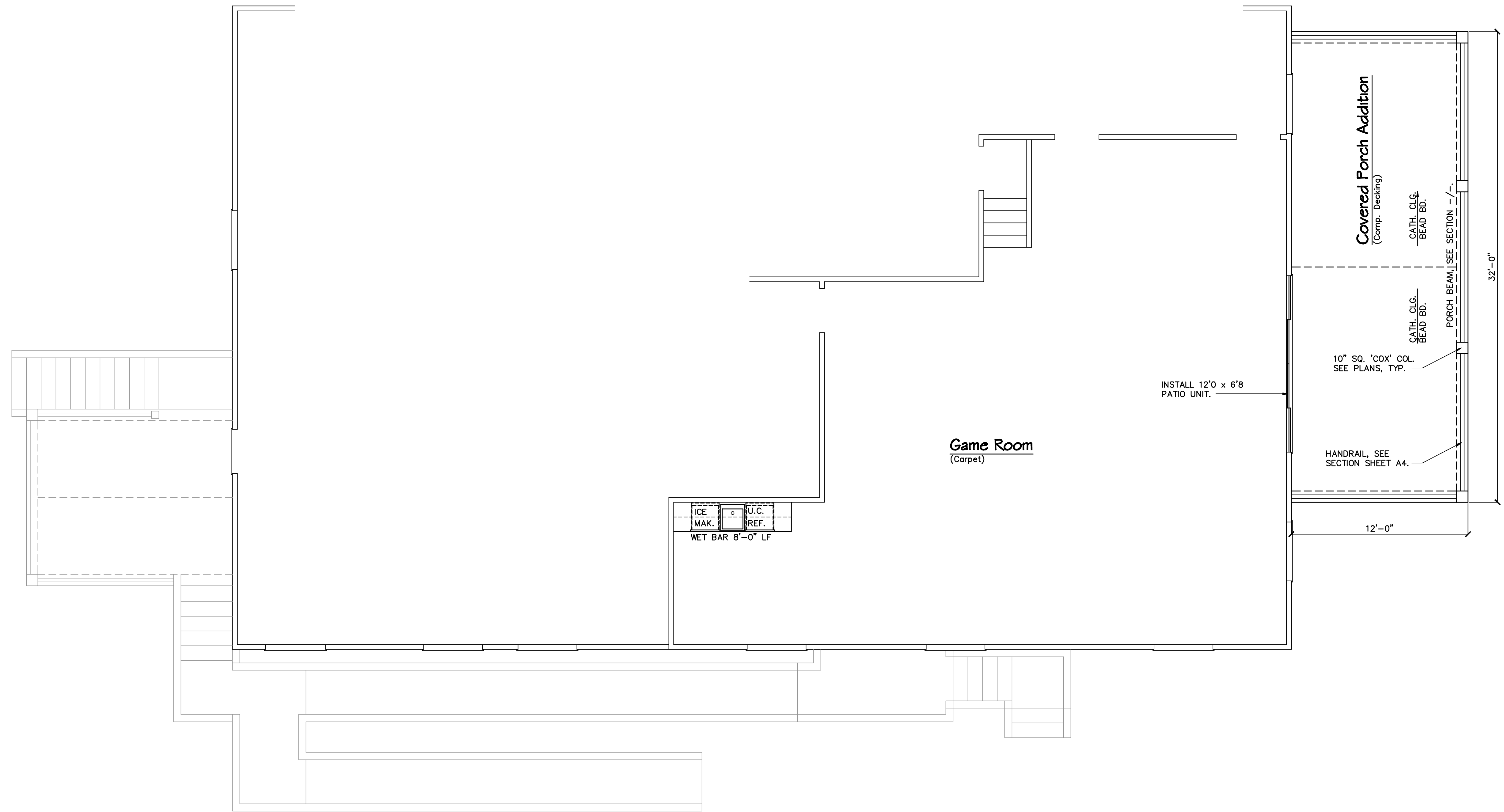
INSULATION NOTES : INSTALL WHERE APPLICABLE.

- 1. BUILDING INSULATION TO BE ISONENE LD-C-50 FORMULA OR APPROVED EQUAL IN WALLS, ATTICS, CEILINGS, AND FLOORS WITH AN R-VALUE OF 3.7 PER INCH : WHERE APPLICABLE.
- FLOOR SYSTEM = R-22 (MIN.)
- EXTERIOR WALLS = R-13 (MIN.)
- BATT. CEILINGS = R-30 (MIN.) OR
- SPRAYED ROOF = R-19 PER GA. AMENDMENTS TO I.E.C.C. 2018.

REVISION		Garage, Cov. Porch and Carport Renovations for <b>Mr. and Mrs. Chuck Moore</b> 10 11th Terrace SAVANNAH, GEORGIA	CHATHAM COUNTY
DATE			
NO.			
<b>Existing and Demolition Floor Plans</b>		DATE: March 2022    SCALE: 1/4" = 1'-0"    CONTR. NO. 22-05	
		Residential • Designers • Planners P.O. Box 30443 • Savannah, GA 31410 Office: 912.441.0737	
SHEET		A1	
2 OF -		COPYRIGHT © 2022 Cadman Designs, LLC	



INSULATION AS PER I.E.C.C. 2018 TABLE 402.1.1.  
 INSULATION NOTES : INSTALL WHERE APPLICABLE.  
 1. BUILDING INSULATION TO BE ISONENE LD-C-50 FORMULA OR APPROVED EQUAL IN WALLS, ATTICS, CEILINGS, AND FLOORS WITH AN R-VALUE OF 3.7 PER INCH : WHERE APPLICABLE.  
 FLOOR SYSTEM = R-22 (MIN.)  
 EXTERIOR WALLS = R-13 (MIN.)  
 BATT. CEILINGS = R-30 (MIN.) OR  
 SPRAYED ROOF = R-19 PER GA. AMENDMENTS TO I.E.C.C. 2018.



**Second Floor Plan**  
 SCALE: 1/4"=1'-0"

NO.	DATE	REVISION

Garage, Cov. Porch and Carpet Renovations for  
 Mr. and Mrs. Chuck Moore  
 10 11th Terrace

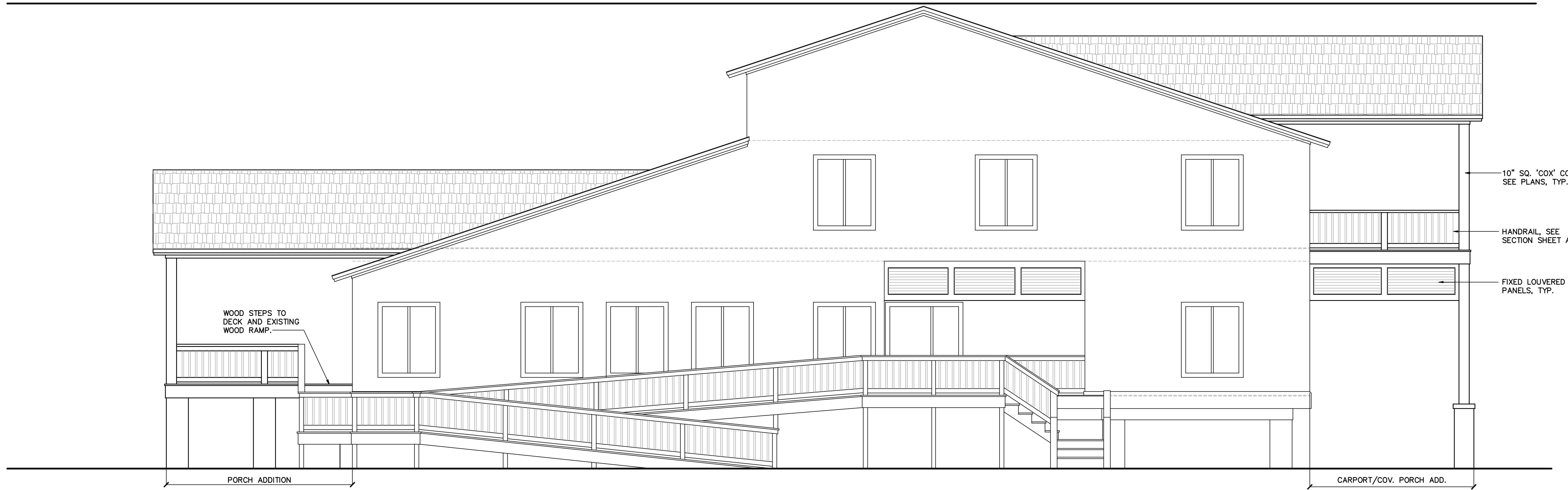
SAVANNAH, GEORGIA  
 CHATHAM COUNTY

Second Floor Plan  
 DATE: March 2022  
 SCALE: 1/4" = 1'-0"  
 CONTR. NO. 22-05

**Cadman  
 esigns** LLC  
 Residential • Designers • Planners  
 P.O. Box 30445 • Savannah, GA 31410  
 Office: 912.441.0737

SHEET  
**A3**  
 4 OF -

COPYRIGHT © 2022  
 Cadman Designs, LLC



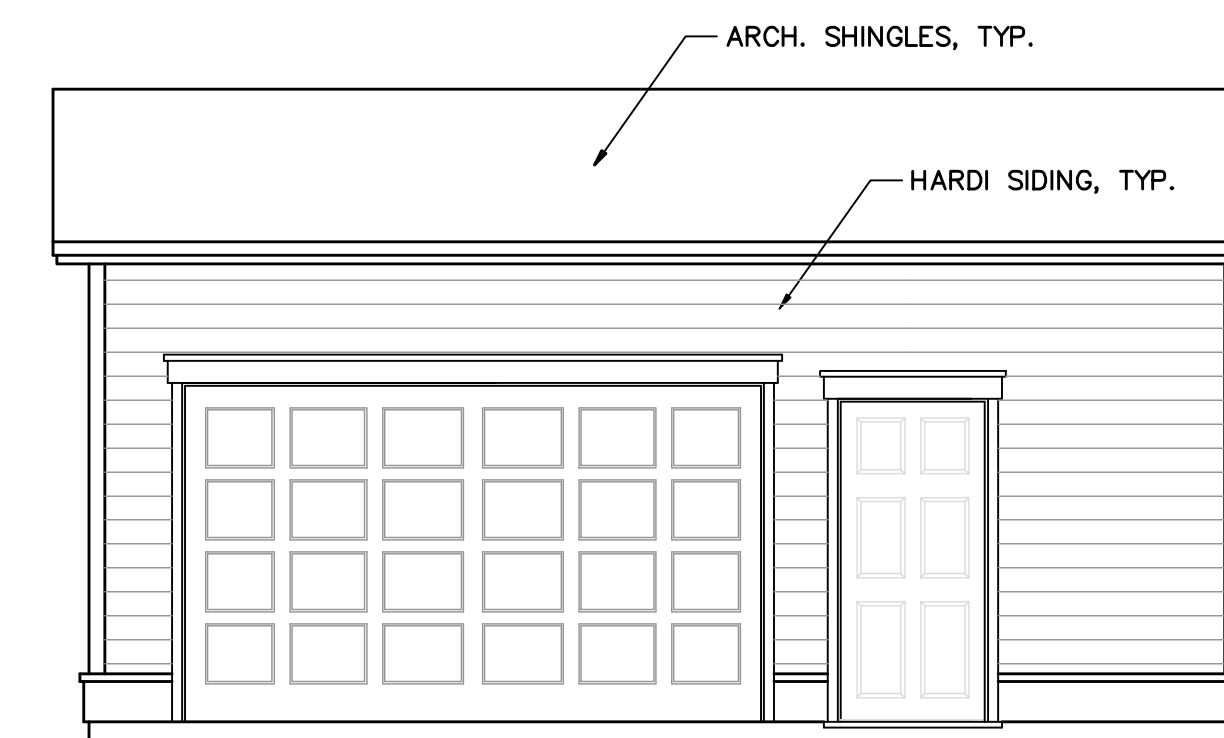
**Front Elevation**  
SCALE: 1/4"=1'-0"



**Right Side Elevation**  
SCALE: 1/4"=1'-0"



**Accessory Building - Right Side Elevation**  
SCALE: 1/4"=1'-0"



**Accessory Building - Front Elevation**  
SCALE: 1/4"=1'-0"

REVISION  
DATE  
NO.

Garage, Cov. Porch and Carport Renovations for  
**Mr. and Mrs. Chuck Moore**  
10 11th Terrace  
CHATTAHOOCHIE COUNTY

Elevations

SAVANNAH, GEORGIA  
CONTR. NO. 22-05  
SCALE: 1/4" = 1'-0"  
DATE: March 2022

**Cadman Designs, LLC**  
Residential - Designers - Planners  
P.O. Box 30443 - Savannah, GA 31410  
Office: 912.441.0737

SHEET  
**A4**  
5 OF 5

COPYRIGHT © 2022  
Cadman Designs, LLC



**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: May 16, 2022

Project Name/Description: 10 11th Terrace – 4007 01019 – Zone R-2 – Chuck Moore

Action Requested: Variance

Special Review		Subdivision:	
Site Plan Approval		Sketch Plan Approval ____	Conceptual ____
Variance	X	Preliminary Plan Approval ____	
Map Amendment		Final Plat Approval ____	
Text Amendment		Minor Subdivision ____	Major Subdivision ____

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition:  Approval     Denial     Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
McNaughton			CHAIR - ABSENT
McGruder			VICE CHAIR
Gooding	X		
Hill	X		
Reynolds	X		MOTION
Rodriguez	X		SECOND
Williams	X		

Planning Commission Chair: Elaine J. McGruder

Date: 5-19-2022

Planning & Zoning Manager: Geo. B. H.

Date: 5-17-2022



**File Attachments for Item:**

**7. Variance: 3 10th Place – 40006 18019 – Zone R-2 – Lisa Van Dusen**



# STAFF REPORT

PLANNING COMMISSION MEETING: May 16, 2022  
 CITY COUNCIL MEETING: June 9, 2022

LOCATION: 3 10<sup>th</sup> Place

PIN: 40006 18019

APPLICANT: Lisa Van Dusen

OWNER: B2LT, LLC

EXISTING USE: Single family dwelling

PROPOSED USE: Same

ZONING: R-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Beachfront Neighborhood

APPLICATION: Zoning Variance (5-090) from Section 3-090 Schedule of development regulations.

PROPOSAL: The applicant is requesting setback variance of approximately 2' into the front setback to install a cantilevered bump out on the first elevated floor.

ANALYSIS: The applicant is requesting to create something similar to what the neighbors have.

Variance standards require that the applicant meet the following conditions:

- (1) That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, or considerations related to the environment or the safety, or to historical significance, that is peculiar to the particular property; and,
- (2) That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
- (3) A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

This variance does not meet the above criteria.

The Comprehensive Plan describes the Beachfront Neighborhood District as follows:

*The Beachfront Neighborhood to the east of Butler Avenue is exclusively R-2 zoning, with single family, multifamily, and duplex housing types. Wide streets with on street parking and old growth trees supplemented by side alleys characterize the area. Public and private beach access are available.*

<i>Comprehensive Plan – Community Character Area The Beachfront Neighborhood District</i>	
<i>Recommended Development Strategies</i>	<i>Meets Strategy Y/N or N/A</i>

1.	Historic structures should be preserved whenever possible	N/A
2.	Enhance the pedestrian environment where feasible	N/A
3.	Preserve old growth trees	N/A
4.	Preserve and maintain public beach access and enhance when necessary	N/A
5.	Do not allow intrusion of commercial uses	N/A
6.	Preserve the low density character of the area	N/A
7.	Encourage preservation of the large historic beach to Butler Ave. lots	N/A
8.		N/A

**STAFF FINDING**

This application does not meet the defined criteria for a variance. There is no hardship as the lot is fully developed and usable without this addition. Staff recommends denial.

*This Staff Report was prepared by George Shaw.*

**ATTACHMENTS**

- A. Variance application (5 pages)
- B. Survey (1 page)
- C. Site Plan (1 page)
- D. SAGIS map (1 page)

Fee  
Commercial \$500  
Residential \$200



**CITY OF TYBEE ISLAND**  
**VARIANCE APPLICATION from the Tybee Island Land Development Code**

Applicant: LISA VAN DOSEN for BZLT, LLC

Telephone #: 202 415-9217 Email Address: lvanduse@gmail.com

Mailing Address 3323 Quesada Street, NW, Washington, DC 20015

\*Note: If the applicant is not the property owner as listed on the property deed, a letter from the listed owner(s), including a telephone number and address along with any other relevant information, authorizing the applicant to act in their behalf must be included in the application.

**PROCEDURE**

Application Requirements

All applications must be complete, including required supporting documents. **Drawings or surveys will be 11" X 17" or larger.** Incomplete applications will not be accepted and will delay review.

Application Deadline

Applications are due by 4:00 p.m. of the last day of the month before the next scheduled Planning Commission meeting.

Application Submittal

Return one copy of this completed application and all supporting documents to: Tybee Island Planning and Zoning, City Hall, 403 Butler Avenue / P.O. Box 2749 City of Tybee Island, GA 31328

Application Public Hearings

Applications will be heard at a public hearing before the Planning Commission on the third Monday of each month, followed by a final decision by City Council at another public hearing on the second Tuesday of the following month. Each hearing will be held at 7 p.m. at the Public Safety Building, 78 Van Horn Dr.

Property Address (Or General Location Description if no Address Assigned): \_\_\_\_\_

# 3 10<sup>th</sup> Place, TYBEE ISLAND, GA 31328

Tax Map/Parcel ID#: 40006 18019 Current Zoning: R 2

Existing use of Property: Single Family home + vacation rental

Proposed use of Property: Single Family home + vacation rental

Has the property been denied a variance in the past 12 months? If so, please provide brief details:

No.

### Adjacent Property Owners

Please list all current owners of properties located immediately adjacent to or directly across the street from the subject property. This information may be obtained from the Chatham County Tax Assessor's office (912) 652-7271 or by using the website at [www.boa.chathamcounty.org](http://www.boa.chathamcounty.org). The accuracy and completeness of this information shall be the responsibility of the applicant.

Property owners name and mailing address:

1. 5 10th PLACE / Howard and Faith Levy  
971 Springdale Road, NE, Atlanta, GA 30306
2. 1B 10th PLACE / George and Kelly Colvert  
2985 Bennetts Road, Spring Lake, MI 49456  
Tenth Place LLC
3. 1A 10th PLACE / Nancy and Michael Futral  
35 Islands Drive, Savannah, Ga. 31406
4. 1 10th Terrace / P.O. Box 87, Tybee Island, Ga. 31328  
Paul Schenker
5. 3 10th Terrace / Edward Rosenzweig  
3330 Primavera Street, Pasadena, CA 91107
6. 6 10th PLACE / 122 W Huntingdon St., Savannah, GA 31401
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_

**CERTIFICATION AND AUTHORIZATION**

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate. I understand that this application will require public hearings by the Tybee Island Planning Commission and City Council. I have been made aware and I hereby acknowledge the scheduled hearing dates/times and location where this application will be considered. I also understand that review of this application will require a site visit, and I hereby authorize City staff and members of the Planning Commission and City Council to inspect the property which is the subject of this application.

Signature of Applicant John M. Van Der Date 4/28/2022

If within two (2) years immediately preceding the filing of the applicant's application for a zoning action, the applicant has made campaign contributions aggregating more than \$250 to the mayor and any member of Council or any member of the Planning Commission, the applicant and the Attorney representing the Applicant must disclose the following:

- a. The name of the local government official to whom the campaign contribution or gift was made;
- b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
- c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

Disclosure of campaign contributions form attachment hereto:  Yes

Signature of Applicant John M. Van Der Date 4/28/2022

**STAFF USE ONLY**

Date received: \_\_\_\_\_ Received by \_\_\_\_\_

Fee Amount \$ \_\_\_\_\_ Check Number \_\_\_\_\_ Date \_\_\_\_\_

**PUBLIC HEARING DATES:**

Planning Commission \_\_\_\_\_ City Council \_\_\_\_\_

DECISION: (Circle One)      Approved      Denied

Approved with Conditions: \_\_\_\_\_



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS


Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES \_\_\_\_\_ NO  \_\_\_\_\_

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF \$250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature 

Printed Name LISA M. VAN DUSEN

Date April 25, 2022

**Sec. 5-090. Variances.**

- (A) *Standards.* After an application has been submitted to the zoning administrator, reviewed by the planning commission, and a public hearing has been held by the mayor and council, the mayor and council may grant a variance from the strict application of the provisions in this Land Development Code only if the following findings are made:
- (1) That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, peculiar to the particular property; and,
  - (2) That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
- (B) *Height variances.* For height variances, in addition to other requirements, the petitioner shall be required to add two feet to each side yard setback for each one foot above 35 feet in height and have safe-guard consisting of sprinkler systems, smoke detectors and any other fire protection equipment deemed necessary at the time by mayor and council. Where a rear yard abuts a side yard of the adjacent lot, the petitioner shall be required to add two feet to the rear setback for each foot above the 35 feet height, and have safe-guards consisting of sprinkler systems, smoke detectors, and any other fire protection deemed necessary at the time by mayor and council.
- (C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.
- (D) *[Reviewing variance applications.]* The staff, planning commission, and governing body, shall consider the factors stated herein in reviewing variance applications in taking action on a particular variance. In exercising the powers to grant variances, the mayor and council may attach any conditions to its approval which it finds necessary to accomplish the reasonable application of the requirements of these regulations.
- (E) *[Application approval.]* Notwithstanding any other provisions of the Code of Ordinances, the staff of the community development department through its department head may approve applications for variances without the need of public hearings and without the need of review by the planning commission or the mayor and council as follows:
- I. When either of the following circumstances exists:
    - a. The proposed improvement of alteration will not result in an expansion of the existing footprint of the existing structure; or
    - b. No additional encroachment into any setback shall be created by the proposed improvement, construction or addition.
  - II. When each of the following circumstances also exists:
    - a. No encroachment or construction of habitable space or other prohibited improvements will exist beyond the flood elevation; and
    - b. The requested improvements or construction will not violate existing zoning provisions.

This subsection shall have specific application to existing nonconforming structures as referred to in [section 3-020](#).

If the staff of the building and zoning department finds that the request needs or should have additional review for any reason, it may request review by the planning commission and if the request is approved or rejected by the planning commission then the planning commission's determination shall control. For purposes of this section, a public hearing before the planning commission shall not be necessary. If the staff of the building and zoning department declines an applicant's request the applicant may apply for the granting of a variance which will follow the procedures applicable to variances in general specifically, those procedures described in sections [3-020](#) and [3-090](#) as well as the public hearing requirements referred to in [section 5-060](#). In the event the staff request review by the planning commission and the planning commission rejects the request, the applicant may apply for the granting of a variance and follow the procedure applicable to such request before mayor and council.

(F) *Compliance with ordinances.* Notwithstanding any other provision of the Code of Ordinances, no application for a variance may be accepted nor may any variance be granted with respect to any property that is then not in compliance with the requirements of ordinances for the condition on which the variance is sought, unless the applicant files with the application a detailed written explanation of how, when, and by whom the need for a variance was created. In such a case, the planning commission shall make a recommendation to the mayor and council as to whether the variance should be approved or rejected or modified and the mayor and council, following a public hearing, may approve, reject or modify the variance request. In the event property is constructed in violation of the ordinances, the violation status remains until such time as the condition is rectified and placed in conformity with the ordinances. Violations of the ordinances may be subject to the enforcement provisions of this Code and all penalties permissible by law. A variance that is granted under this Ordinance does not excuse prior violations including those that have resulted or may result in enforcement action by the City of Tybee Island.

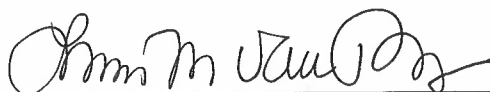
(Ord. No. 1999-27, 8-12-1999; Ord. No. 2002-08, 5-9-2002; Ord. No. 2002-08 Variances, amended 8-29-2001; Ord. No. 8-11-2005; Ord. No.14-2010, 8-26-2010; Ord. No. 57-A-2014, § 1, 12-11-2014)



NOTE: This application must be accompanied by additional documentation, including drawings that include or illustrate the information outlined below.

- | <u>REFERENCE</u> | <u>DESCRIPTION</u>  |
|------------------|---|
| 5-040 (D) (1)    | Site plan and/or architectural rendering of the proposed development depicting the location of lot restrictions.  |
| 5-040 (D) (2)    | Narrative describing the hardship and the reason for the variance request. ( <i>Hardship means the circumstances where special conditions, which were not self-created or created by a prior owner, affect a particular property and make strict conformity with the restrictions governing dimensional standards (such as lot area, width, setbacks, yard requirements, or building height) unnecessarily burdensome or unreasonable in light of the purpose of this code. Unnecessary hardship is present only where, in the absence of a variance, no feasible use can be made of the property.</i> )<br>Explain the hardship: <u>Touching property setbacks on all sides. Drainage easements on 3 sides. Nowhere to expand the small outdated kitchen serving 5 bedrooms.</u> |
| 5-040 (D) (3)    | A survey of the property signed and stamped by a State of Georgia certified land surveyor.  |
| 5-090 (A) (1)    | That there are unique physical circumstances or conditions beyond that of surrounding properties, including:<br><input type="checkbox"/> irregularity;<br><input checked="" type="checkbox"/> narrowness; or,<br><input checked="" type="checkbox"/> shallowness of the lot shape; or,<br><input type="checkbox"/> exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or the safety, or to historical significance, that is peculiar to the particular property; and;   |
| 5-090 (A) (2)    | Because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the Land Development Code, without undue hardship to the property.<br><u>NOTE: Provide attachments illustrating conditions on surrounding properties and on the subject property, indicating uniqueness, etc.</u>  |
| 5-090 (B)        | <i>Height.</i> No part of any structure shall project beyond 35-feet above the average adjacent grade of a property except:<br>(1) See <u>section 2-010</u> , terms and definitions; height of building.<br>(2) The following items that were existing on the date of the adoption of this section; flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.  |

The Applicant certifies that he/she has read the requirements for Variances and has provided the required information to the best of his/her ability in a truthful and honest manner.



Signature of Applicant

4/28/2022

Date

5-090(C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building its may only be granted for plans consistent with the approved application. Any deviation from the info itted will require separate approval by the mayor and council.

## Variance Questionnaire:

1. Does the requested variance change the Tybee Island character designation for the property as described in the Master Plan? If so, provide a brief explanation.

No.

2. Please explain the purpose of the requested variance and the intended development of the subject property if the variance is granted.

We need to renovate the kitchen - long overdue. Provide a shallow covered entrance, and add definition to our front door.

3. Please explain the specific provision within the Tybee Island Land Development Code from which the variance is requested.

5-090. E 1 b.

4. Per the Tybee Island Land Development Code, the Tybee Island Planning Commission shall not make a recommendation on a variance from the terms of the Land Development Code unless it has met the following. Please explain how the requested variance meets each of the following:

A. The need for a variance arises from the condition that is unique and peculiar to the land, structures and buildings involved.

No. The exact same condition exists in a contiguous house constructed 5 years ago. The adjacent house has a two floor encroachment, our extension would be one floor.

B. The variance is necessary because the particular physical surroundings, the size, shape or topographical condition of the property involved would result in unnecessary hardship for the owner, lessee or occupants as distinguished from a mere inconvenience.

Building on setback on all sides. We want to distinguish the entrance, provide a covered entry, and expand the kitchen. The only way to expand it is to add a bay. We propose a cantilevered bay. We have drainage easements on 3 sides. We could only expand on a second floor extension.

C. The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.

We have another exact example constructed on our block. I have not researched all examples to date.

D. The condition is created by the regulation in the Tybee Island Land Development Code and not by the action of the property owner or applicant.

our building setback is greater than other houses on the same block. We have a 20' setback. Other houses have less.

E. The granting of the requested variance will not conflict with Sec. 26-70-Amendments and modifications to the Fire Prevention Code of the Tybee Island Code of Ordinances or endanger the public.

yes - it does not conflict.

F. The variance requested is the minimum variance that will make possible the reasonable use of the land, building or structures.

yes.

**Tax Commissioner Summary**

Status ACTIVE  
 Alternate ID  
 Bill #  
 Tax District/Description 040-TYBEE  
 Legal Description LOT B SUB OF THE E PT OF LOT 65 WD 4 TYBEE SMB 33S 40 .12 ac SMB 39S 54  
 Appeal Status

**Parcel Status**

Parcel Status	Deferral Exist	Years Support	Total Millage Rate
Active	No		33.6050

**Parcel Information**

Property Class R3 - Residential Lots  
 Mortgage Company  
 Exemptions

**Most Current Owner**

Current Owner	Co-Owner	Care Of	Mailing Address
B2LT LLC			3323 QUESADA ST NW WASHINGTON DC 20015

**Digest Owner (January 1)**

Owner	Co-Owner	Care Of	Mailing Address
B2LT LLC			3323 QUESADA ST NW WASHINGTON DC 20015

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

Year	Cycle	Billed	Paid	Due
2022	1	5,193.71	0.00	5,193.71
2021	1	10,386.63	-10,386.63	0.00
2020	1	10,865.80	-10,865.80	0.00
2019	1	10,865.80	-10,865.80	0.00
2018	1	10,817.23	-10,817.23	0.00
2017	1	9,710.50	-9,710.50	0.00
2016	1	9,615.14	-9,615.14	0.00
2015	1	7,582.99	-7,582.99	0.00
Total:		75,037.80	-69,844.09	5,193.71

**Payment Information**

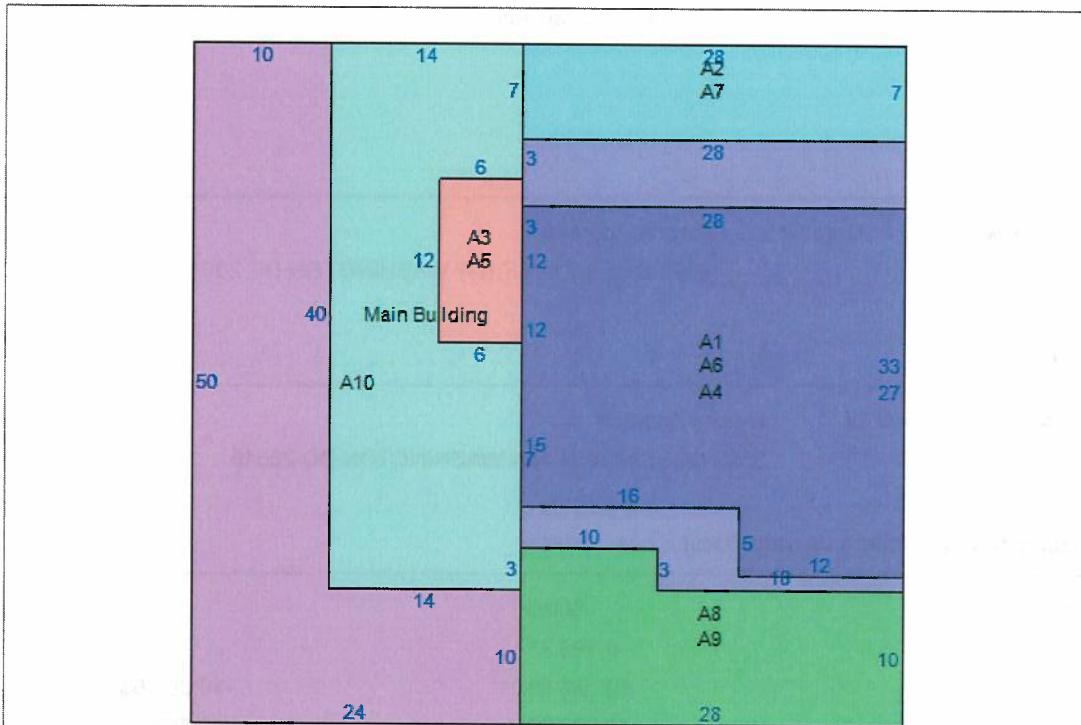
Payment Sequence	User ID Location	Effective Date Source	Business Date Pymt Type	Payment Applied	Tolerance/ Overpayment	Payment Methods	Total Payment
4163512907	LOCKBX UPD-99999 REMPROC	04/30/2021 LOCKBX	04/30/2021 Z21	\$5,433.06	\$0.00		\$5,433.06
41	LOCKBX UPD-99999 REMPROC	10/04/2021 LOCKBX	10/04/2021 Z21	\$4,953.57	\$0.00		\$4,953.57

**Payer Details**

Payment Sequence	User ID Location	Effective Date Source	Total Payment	Payer Information
4163512907	LOCKBX UPD-99999 REMPROC	04/30/2021 LOCKBX	\$5,433.06	B2LT LLC 3323 QUESADA ST NW WASHINGTON DC 20015
4163610298	LOCKBX UPD-99999 REMPROC	10/04/2021 LOCKBX	\$4,953.57	B2LT LLC 3323 QUESADA ST NW WASHINGTON DC 20015

**Billings Detail**

Authority Code	Code	Authority Name	Millage	Billed	Paid	Due
COUNTY - OPER	TAX	COUNTY M&O	11.5430	\$3,567.71	-\$3,567.71	\$0.00
SCHOOL - OPER	TAX	COUNTY SCHOOL M&O	18.1310	\$5,603.93	-\$5,603.93	\$0.00
TYBEE - CITY	TAX	TYBEE ISLAND	3.9310	\$1,214.99	-\$1,214.99	\$0.00
<b>Total:</b>			<b>33.6050</b>	<b>\$10,386.63</b>	<b>-\$10,386.63</b>	<b>\$0.00</b>



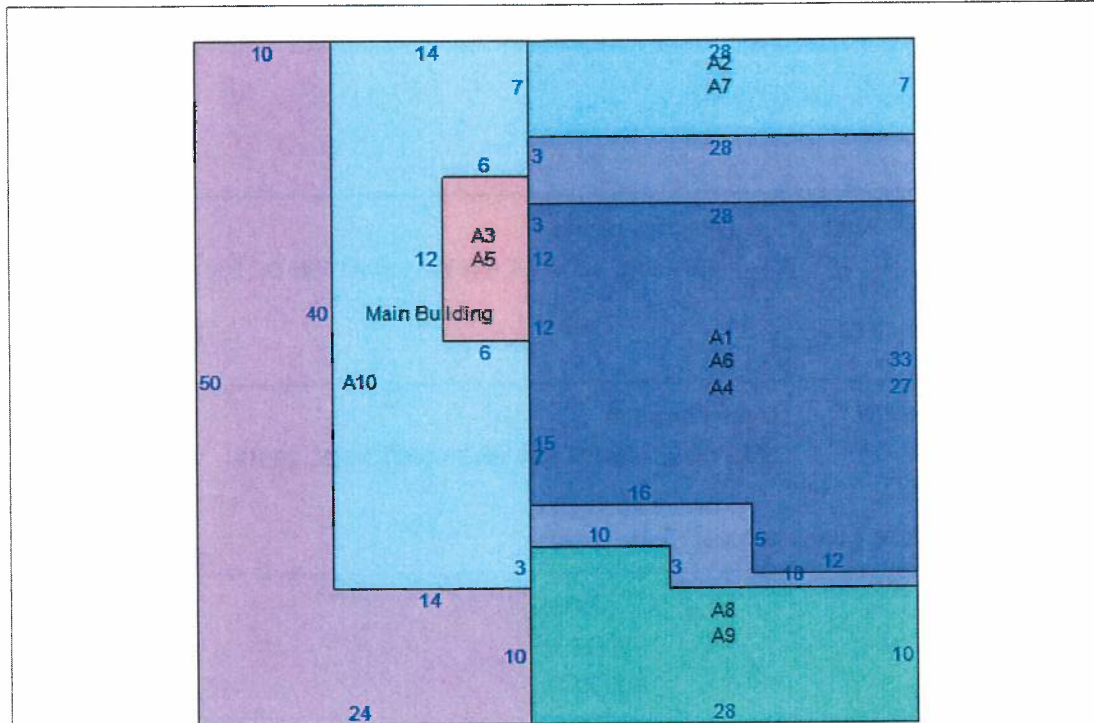
Item	Area
Main Building	488
A1 - 100:100- LIVING SPACE	894
A10 - 907:907-Enclosed Porch (SF), Scree	640
A2 - 100:100- LIVING SPACE	196
A3 - 100:100- LIVING SPACE	72
A4 - 100:100- LIVING SPACE	676
A5 - 904:904-Slab Porch (SF) with Roof	72

**Payer Details**

Payment Sequence	User ID Location	Effective Date Source	Total Payment	Payer Information
4163512907	LOCKBX UPD-99999 REMPROC	04/30/2021 LOCKBX	\$5,433.06	B2LT LLC 3323 QUESADA ST NW WASHINGTON DC 20015
4163610298	LOCKBX UPD-99999 REMPROC	10/04/2021 LOCKBX	\$4,953.57	B2LT LLC 3323 QUESADA ST NW WASHINGTON DC 20015

**Billings Detail**

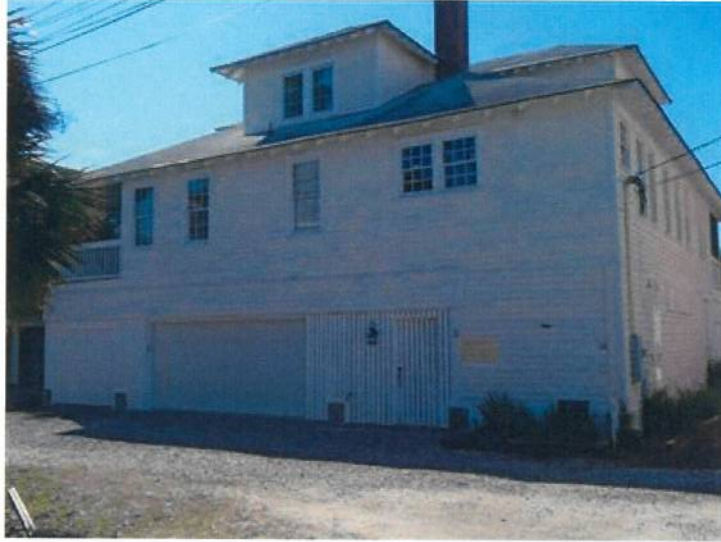
Authority Code	Code	Authority Name	Millage	Billed	Paid	Due
COUNTY - OPER	TAX	COUNTY M&O	11.5430	\$3,567.71	-\$3,567.71	\$0.00
SCHOOL - OPER	TAX	COUNTY SCHOOL M&O	18.1310	\$5,603.93	-\$5,603.93	\$0.00
TYBEE - CITY	TAX	TYBEE ISLAND	3.9310	\$1,214.99	-\$1,214.99	\$0.00
Total:			33.6050	\$10,386.63	-\$10,386.63	\$0.00

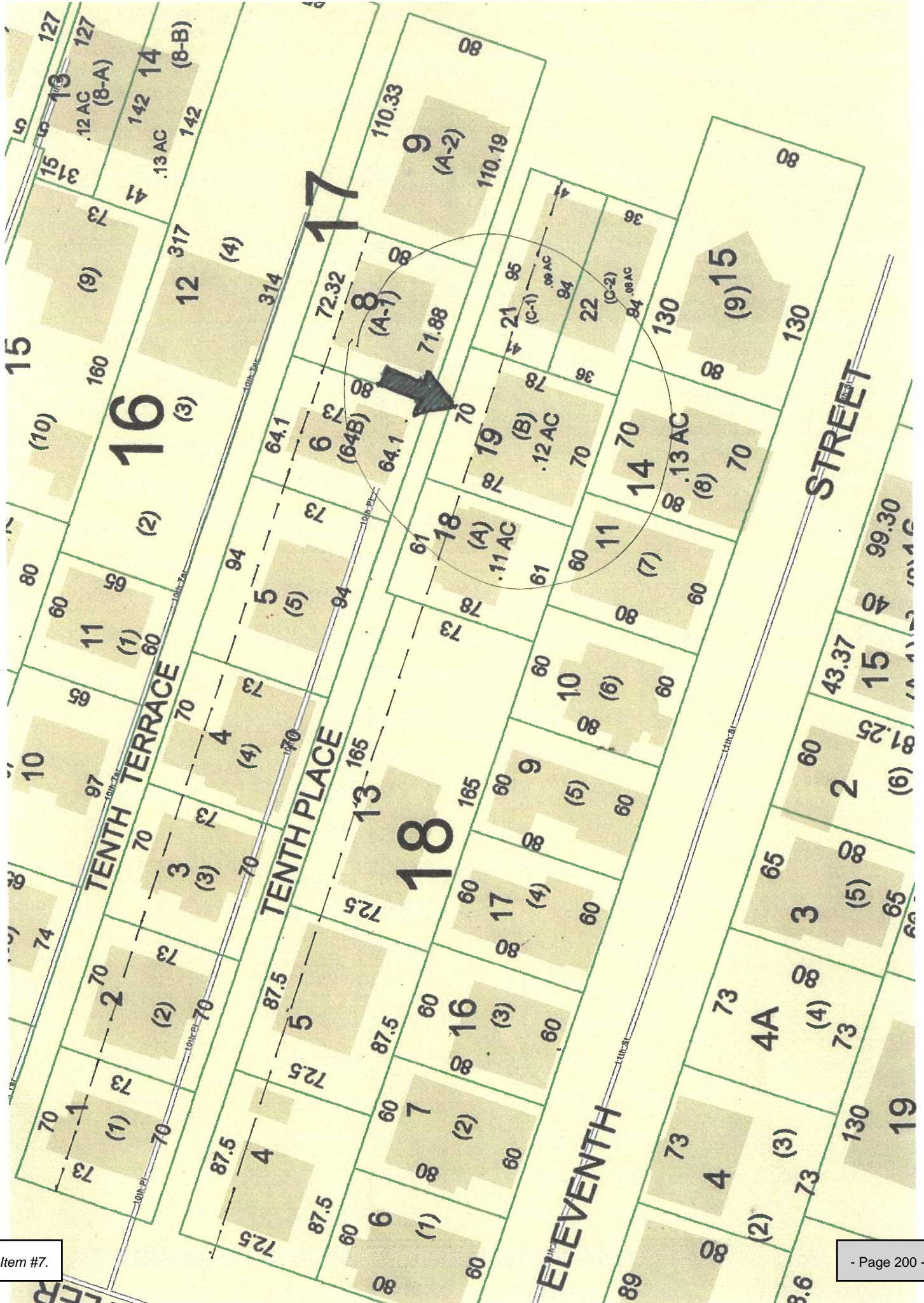


Item	Area
Main Building	488
A1 - 100:100- LIVING SPACE	894
A10 - 907:907-Enclosed Porch (SF), Scree	640
A2 - 100:100- LIVING SPACE	196
A3 - 100:100- LIVING SPACE	72
A4 - 100:100- LIVING SPACE	676
A5 - 904:904-Slab Porch (SF) with Roof	72

Item #7.

A6 - 721:721-Carport, Flat Roof (SF)	894
A7 - 909:909-Enclosed Porch (SF), Solid	196
A8 - 721:721-Carport, Flat Roof (SF)	310
A9 - 907:907-Enclosed Porch (SF), Scree	310





Item #7.



3' EXTENSION



VICINITY MAP  
(NOT TO SCALE)

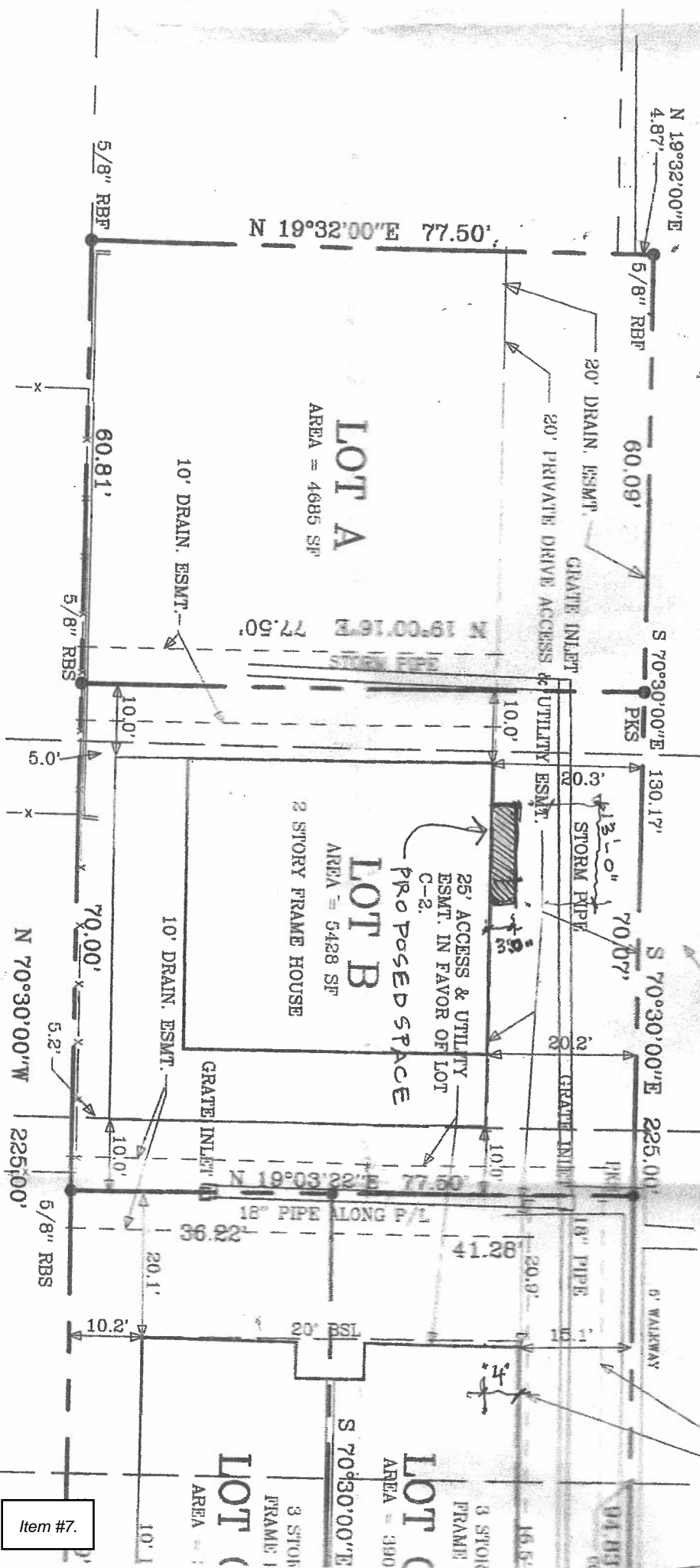
ZONE AB, BPE 13

ZONE AB, BPE 14

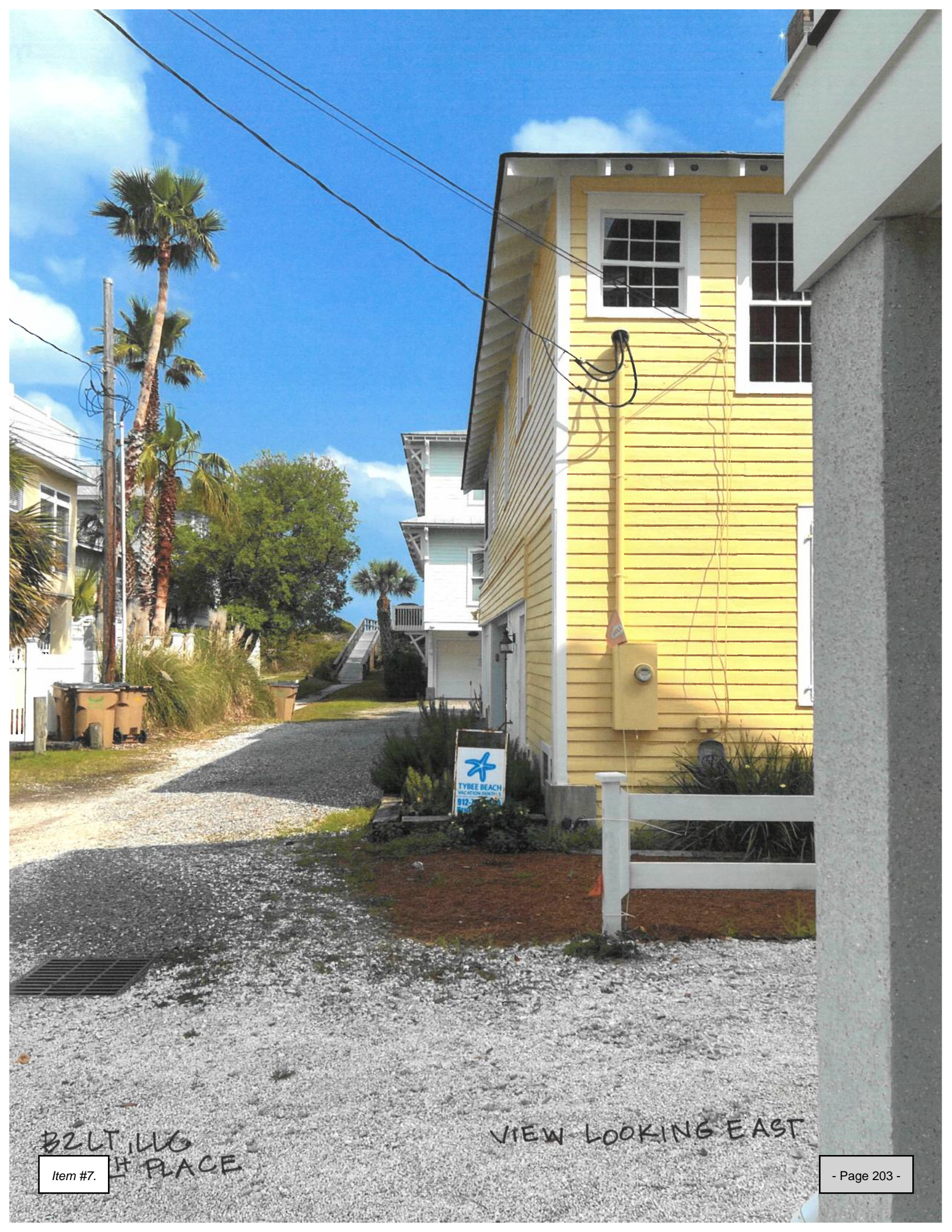
ZONE AB, BPE 15

BENCHMARK  
NAIL IN P/P  
ELEV 11.71

10' DI  
CENTRE



Item #7.



BZLT, LLC  
PLACE

VIEW LOOKING EAST

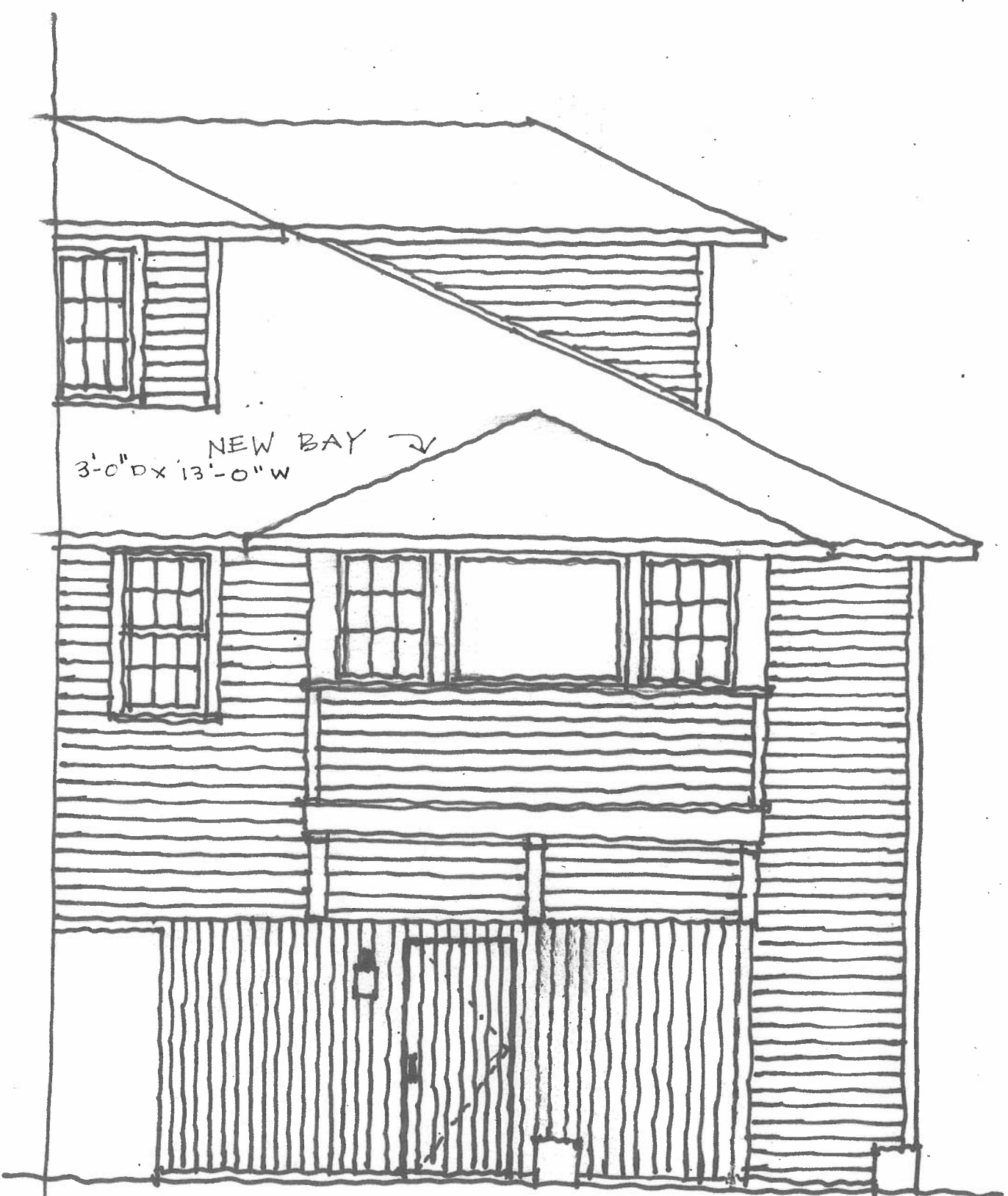
Item #7.

- Page 203 -



B2 LT, LLC  
#2 10th PLACE  
Item #7. E ISLAND, GA 31328

VIEW LOOKING WEST



NEW BAY ↘  
3'-0" D x 13'-0" W

PROPOSED BAY SKETCH  
#3 10TH PLACE

B2LT, LLC  
4126122

Item #7.

- Page 205 -



We are requesting 2  
one floor 3'-0" deep  
encroachment like  
this one, still leaving  
17'-0" from property line  
and 20'-0" on the  
ground  
floor.

APPROVED BY THE TYBEE ISLAND PLANNING COMMISSION

ZONING ADMINISTRATOR

DATE

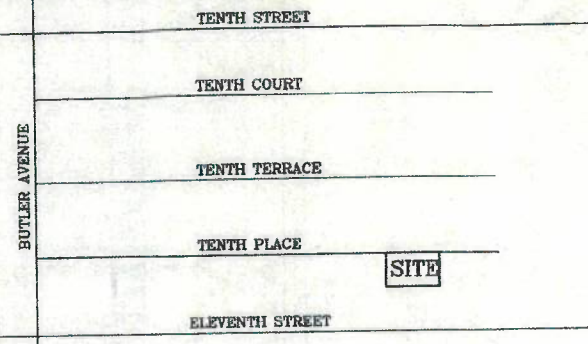
APPROVED BY THE TYBEE ISLAND MAYOR AND COUNCIL

MAYOR

DATE

CLERK OF COUNCIL

DATE



VICINITY MAP (NOT TO SCALE)

ZONE A8, BFE 13

ZONE A8, BFE 14

ZONE A8, BFE 15

ZONE V9, BFE 16

10TH. PLACE  
15' ROADWAY

175.13' TO BUTLER AVE.

S 70°30'00"E 165.00'

PT. LOT 65

D. B. 148 B 524  
D. B. 141 F 493  
P. R. B. D 52  
P. R. B. B 232

LOT A  
AREA = 4685 SF

LOT B  
AREA = 5428 SF  
2 STORY FRAME HOUSE

LOT C-1  
AREA = 3908 SF  
3 STORY FRAME BLDG.

LOT C-2  
AREA = 3417 SF  
3 STORY FRAME BLDG.

STRAND

THE PRIVATE DRIVEWAY ACCESS AND UTILITY EASEMENT IS HEREBY DEDICATED PERPETUALLY FOR THE USE BY THE OWNERS AND RESIDENTS OF ALL LOTS IN THIS SUBDIVISION AND WILL NOT BE MAINTAINED BY THE CITY OF TYBEE ISLAND.

OWNER

DATE

ACCORDING TO THE F.I.R.M. DATED 6/17/86  
THIS SITE IS WITHIN THE 100 YEAR FLOOD ZONE.

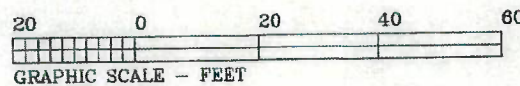
REFERENCE: PRB B 356  
DB 148 B 524  
SMB 33-S 40

J. WHITLEY REYNOLDS  
LAND SURVEYOR  
636 STEPHENSON AVENUE  
SUITE C  
SAVANNAH, GEORGIA 31405  
TELEPHONE: 912-352-0464  
FAX: 912-352-7787



EQUIPMENT:  
TOPCON AP-11A  
ERROR OF CLOSURE:  
LINEAR: 1/-  
ANG: -"/ANGLE  
BALANCED BY: -  
PLAT: 1/INFINITY

SCALE: 1" = 20'  
DATE: OCTOBER 23, 2006 SURVEY  
DATE: AUGUST 8, 2007 PLAT  
FILE NO. 00-171R



LOT B  
OWNER: B2LT, LLC

RECOMBINATION

LOTS A, B, C-1 & C-2 OF A SUBDIVISION OF THE  
EASTERN 225' OF FRONT LOT 65, WARD NO. 4, TYBEE  
ISLAND, CHATHAM COUNTY, GEORGIA

FOR: HOWARD REEVE

MAYOR  
Jason Buelterman

CITY COUNCIL  
Wanda Doyle, Mayor Pro Tem  
Barry Brown  
Jan Fox  
Bill Garbett  
Tom Groover  
Paul Wolff



CITY MANAGER  
Diane Schleicher

CITY CLERK  
Janet LeViner

CITY ATTORNEY  
Edward M. Hughes

CITY OF TYBEE ISLAND



Petitioner: Reshma Shah Johnson  
Description: Front setback  
Property Address: 5 Tenth Place  
Zoning Action Requested: Zoning Variance

Following any required Public Hearing, the Mayor and Council of the City decided on the 14th day of March, 2013, to approve the application for a setback variance, to-wit:

Granted

\_\_\_\_\_  
Petitioner

\_\_\_\_\_  
Date 3/27/2013

\_\_\_\_\_  
Planning and Zoning Manager

\_\_\_\_\_  
Date 3-15-13

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date 3/20/13

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Date 3/15/13

**SET BACKS REQUIRED** R-2  
FRONT 17' (for 14 1/2' wide cantilevered front on 2<sup>nd</sup> & 3<sup>rd</sup> levels only)  
REAR 10'  
SIDES 10'





**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: May 16, 2022

Project Name/Description: 3 10th Place – 40006 18019 – Zone R-2 – Lisa Van Dusen

Action Requested: Variance

Special Review		Subdivision:	
Site Plan Approval		Sketch Plan Approval ___	Conceptual ___
Variance	X	Preliminary Plan Approval ___	
Map Amendment		Final Plat Approval ___	
Text Amendment		Minor Subdivision ___	Major Subdivision ___

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition:  Approval     Denial     Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
McNaughton			CHAIR - ABSENT
McGruder			VICE CHAIR
Gooding	X		
Hill	X		
Reynolds	X		MOTION
Rodriguez	X		
Williams	X		SECOND

Planning Commission Chair: Elaine J. McGruder

Date: 5-19-2022

Planning & Zoning Manager: Age B. Mc

Date: 5-17-2022

**File Attachments for Item:**

**8. Variance: 6 Taylor St. – 40001 10009 – Zone R-1 – David Terry & Cheryl Thomas**



# STAFF REPORT

PLANNING COMMISSION MEETING: May 16, 2022

CITY COUNCIL MEETING: June 9, 2022

LOCATION: 6 Taylor St.

PIN: 40001 10009

APPLICANT: David Terry and Cheryl Thomas

OWNER: Same

EXISTING USE: Single family dwelling

PROPOSED USE: Single family dwelling

ZONING: R-1

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Ft. Screven Historic District

APPLICATION: Zoning Variance (5-090) from Section 3-090 (*Schedule of Development Regulations*).

PROPOSAL: The applicant is requesting a 6' setback variance to enlarge a deck in the rear setback.

ANALYSIS: The general character of the area surrounding this lot is residential. The size of this sub-standard lot is approximately 6300 square feet. The minimum lot size in the R-1 district is 12000 square feet. The requested variance does not meet the "hardship" test outlined in Land Development Code Section 5-090 (A):

- (1) That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, or considerations related to the environment or the safety, or to historical significance, that is peculiar to the particular property; and,
- (2) That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.

The required building setbacks for lots zoned R-1 are 20-feet front, and 20-feet rear and sides. The applicant is requesting approval of setback variance to add to the rear deck that extends 6' into the rear setback. The applicant also plans to redesign the side stairs to that they will no longer encroach into the side setback.

The Comprehensive Plan describes the Ft. Screven Historic District in which it lies as follows:

*The Fort Screven Historic District includes Officers Row and all of Ft. Screven, which represents significant historic, cultural and natural resources. Varied uses include new, larger scale development, traditional cottages, townhomes/condominiums, public uses/parks, historic sites, narrow streets, street trees, public parking. Zoning includes R-1, R-2, R-T, R-1/NEC, P-C, and PUD.*

<i>Comprehensive Plan – Community Character Area The Ft. Screven Historic District</i>	
<i>Recommended Development Strategies</i>	
	<i>Meets Strategy Y/N or N/A</i>
1. Establish standards and guidelines for signage	N/A

2.	Provide signage for landmarks and historic businesses	N/A
3.	Preserve and restore historic structures whenever possible	N/A
4.	Provide appropriate incentives for historic restoration projects	N/A
5.	Ensure continued preservation of old growth trees, parks, and greenspace	N/A
6.	Support an improved bicycle and pedestrian environment with connected facilities	N/A
7.	Consider adoption of architectural standards for historic structures	N/A
8.		

**STAFF FINDING**

There is an unused 10' lane that runs behind this property between Pulaski and Pearwood. It appears to be a remnant of Ft. Screven and presumably this belongs to the City. If this lane was split between adjoining parcels there would be no need for a variance. Since the lane exists the deck does extend into the rear setback and no hardship exists. Staff recommends denial of the application.

*This Staff Report was prepared by George Shaw.*

**ATTACHMENTS**

- A. Variance application
- B. Narrative
- C. Site Plan
- D. SAGIS map

Fee  
Commercial \$500  
Residential \$200

"Variance"



**CITY OF TYBEE ISLAND**  
**VARIANCE APPLICATION from the Tybee Island Land Development Code**

Applicant: DAVID TERRY AND CHERYL THOMAS 443-763-1586

Telephone #: 443 763 1586 Email Address: daveterry1@comcast.net

Mailing Address P.O. Box 2954, TYBEE ISLAND, GA 31328

\*Note: If the applicant is not the property owner as listed on the property deed, a letter from the listed owner(s), including a telephone number and address along with any other relevant information, authorizing the applicant to act in their behalf must be included in the application.

**PROCEDURE**

Application Requirements

All applications must be complete, including required supporting documents. **Drawings or surveys will be 11" X 17" or larger.** Incomplete applications will not be accepted and will delay review.

Application Deadline

Applications are due by 4:00 p.m. of the last day of the month before the next scheduled Planning Commission meeting.

Application Submittal

Return one copy of this completed application and all supporting documents to: Tybee Island Planning and Zoning, City Hall, 403 Butler Avenue / P.O. Box 2749 City of Tybee Island, GA 31328

Application Public Hearings

Applications will be heard at a public hearing before the Planning Commission on the third Monday of each month, followed by a final decision by City Council at another public hearing on the second Tuesday of the following month. Each hearing will be held at 7 p.m. at the Public Safety Building, 78 Van Horn Dr.

Property Address (Or General Location Description if no Address Assigned): 6 TAYLOR ST.  
TYBEE ISLAND, GA 31328

Tax Map/Parcel ID#: 40001 10009 Current Zoning: R10

Existing use of Property: PRIMARY RESIDENCE

Proposed use of Property: PRIMARY RESIDENCE

Has the property been denied a variance in the past 12 months? If so, please provide brief details:

NO

## Variance Questionnaire:

1. Does the requested variance change the Tybee Island character designation for the property as described in the Master Plan? If so, provide a brief explanation.

No

2. Please explain the purpose of the requested variance and the intended development of the subject property if the variance is granted.

ADDITION TO EXISTING DECK TO SQUARE UP BACK OF HOUSE, NEW DECK LINE TO MATCH EXISTING. REMOVE SIDE STAIRS WHICH ENCLOSES INTO SIDE SETBACK TO OFFSET REAR VARIANCE

3. Please explain the specific provision within the Tybee Island Land Development Code from which the variance is requested.

REAR SETBACK

4. Per the Tybee Island Land Development Code, the Tybee Island Planning Commission shall not make a recommendation on a variance from the terms of the Land Development Code unless it has met the following. Please explain how the requested variance meets each of the following:

A. The need for a variance arises from the condition that is unique and peculiar to the land, structures and buildings involved.

TO MATCH EXISTING DECK PROPOSED DECK ADDITION WILL EXTEND INTO REAR SETBACK BY 5 FT. THERE IS A 10 FT LANE SHARED BETWEEN US AND THE PROPERTY AT REAR, CURRENTLY USED AS ADDITIONAL REAR YARD SHARED BETWEEN THE TWO PROPERTIES. THE PROPOSED DECK ADDITION WOULD BE WITHIN THE 20 FT SETBACK IF THE CURRENT USE OF THE LANE IS TAKEN INTO ACCOUNT.

B. The variance is necessary because the particular physical surroundings, the size, shape or topographical condition of the property involved would result in unnecessary hardship for the owner, lessee or occupants as distinguished from a mere inconvenience.

VARIANCE IS REQUIRED TO MATCH EXISTING DECK FOR IMPROVEMENT OF THE PROPERTY

C. The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.

TYPICAL PROPERTIES OF THIS TYPE HAVE DECKS THAT EXTEND THE FULL WIDTH OF THE STRUCTURE. THIS PROPOSED DECK ADDITION WILL BRING THE LOOK OF THE PROPERTY IN LINE WITH PROPERTIES IN THIS ZONING DISTRICT.

D. The condition is created by the regulation in the Tybee Island Land Development Code and not by the action of the property owner or applicant.

THE 20FT REAR SETBACK REQUIREMENT DOES NOT TAKE INTO ACCOUNT THE CURRENT USE OF THE 10FT LANE AS ADDITIONAL YARD TO THE REAR OF THE PROPERTY.

ADJACENT PROPERTIES HAVE DEVELOPED/ADOPTED LANE INTO YARDS SUCH THAT THE LANE CAN NO LONGER BE RESTORED AS A LANE

E. The granting of the requested variance will not conflict with Sec. 26-70-Amendments and modifications to the Fire Prevention Code of the Tybee Island Code of Ordinances or endanger the public.

NO CONFLICT

F. The variance requested is the minimum variance that will make possible the reasonable use of the land, building or structures.

THIS IS THE MINIMUM VARIANCE POSSIBLE. IT IS OFFSET

BY REMOVAL OF EXISTING SIDE STAIRS WHICH CURRENTLY

ENCROACHES INTO SIDE SETBACK

THE PROPOSED DECK ADDITION DOES NOT ENCROACH INTO REAR SETBACK ANY FURTHER THAN THE EXISTING DECK

### Adjacent Property Owners

Please list all current owners of properties located immediately adjacent to or directly across the street from the subject property. This information may be obtained from the Chatham County Tax Assessor's office (912) 652-7271 or by using the website at [www.boa.chathamcounty.org](http://www.boa.chathamcounty.org) The accuracy and completeness of this information shall be the responsibility of the applicant.

Property owners name and mailing address:

1. STEVE & JOYCE VETTER , 200 LEXINGTON CIRCLE , ATHENS, GA 30605
2. DORIS & ANN WILSON, P.O. Box 564 , TYBEE ISLAND, GA 31328
3. WILLIAM & DELIA ROBINSON , 3 TAYLOR ST, PO Box 1037 , TYBEE ISLAND, GA 31328
4. KENNETH & SARA WALMA , 236 SMOKERISE TRACE, PEACHTREE CITY, GA 30269
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_



NOTE: This application must be accompanied by additional documentation, including drawings that include or illustrate the information outlined below.

REFERENCE      DESCRIPTION

5-040 (D) (1)      Site plan and/or architectural rendering of the proposed development depicting the location of lot restrictions.

5-040 (D) (2)      Narrative describing the hardship and the reason for the variance request. (*Hardship means the circumstances where special conditions, which were not self-created or created by a prior owner, affect a particular property and make strict conformity with the restrictions governing dimensional standards (such as lot area, width, setbacks, yard requirements, or building height) unnecessarily burdensome or unreasonable in light of the purpose of this code. Unnecessary hardship is present only where, in the absence of a variance, no feasible use can be made of the property.*)

Explain the hardship: \_\_\_\_\_

5-040 (D) (3)      A survey of the property signed and stamped by a State of Georgia certified land surveyor.  
5-090 (A) (1)      That there are unique physical circumstances or conditions beyond that of surrounding properties, including:

- \_\_\_\_\_ irregularity;
- \_\_\_\_\_ narrowness; or,
- \_\_\_\_\_ shallowness of the lot shape; or,
- \_\_\_\_\_ exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or the safety, or to historical significance, that is peculiar to the particular property; and;

5-090 (A) (2)      Because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the Land Development Code, without undue hardship to the property.

NOTE: Provide attachments illustrating conditions on surrounding properties and on the subject property, indicating uniqueness, etc.

5-090 (B)      *Height.* No part of any structure shall project beyond 35-feet above the average adjacent grade of a property except:

- (1) See section 2-010, terms and definitions; height of building.
- (2) The following items that were existing on the date of the adoption of this section; flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.

The Applicant certifies that he/she has read the requirements for Variances and has provided the required information to the best of his/her ability in a truthful and honest manner.

  
Signature of Applicant

4/22/2022  
Date

5-090(C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Buildings may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.

Item #8.

**CERTIFICATION AND AUTHORIZATION**

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate. I understand that this application will require public hearings by the Tybee Island Planning Commission and City Council. I have been made aware and I hereby acknowledge the scheduled hearing dates/times and location where this application will be considered. I also understand that review of this application will require a site visit, and I hereby authorize City staff and members of the Planning Commission and City Council to inspect the property which is the subject of this application.

Signature of Applicant *David L. King* Date 4/22/2022

If within two (2) years immediately preceding the filing of the applicant's application for a zoning action, the applicant has made campaign contributions aggregating more than \$250 to the mayor and any member of Council or any member of the Planning Commission, the applicant and the Attorney representing the Applicant must disclose the following:

- a. The name of the local government official to whom the campaign contribution or gift was made;
- b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
- c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

Disclosure of campaign contributions form attachment hereto:  Yes

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

**STAFF USE ONLY**

Date received: 4/22/22 Received by: *[Signature]*

Fee Amount \$ 200.00 Check Number 207 Date 4/22/22

**PUBLIC HEARING DATES:**

Planning Commission 5/16/22 City Council \_\_\_\_\_

DECISION: (Circle One)      Approved      Denied

Approved with Conditions: \_\_\_\_\_



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS  
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES \_\_\_\_\_ NO  \_\_\_\_\_

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF \$250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature David L Terry Cheryl Thomas

Printed Name DAVID L TERRY Cheryl THOMAS

Date 4/22/2022

- (A) *Standards.* After an application has been submitted to the designated city official, reviewed by the planning commission, and a public hearing has been held by the mayor and council, the mayor and council may grant a variance from the strict application of the provisions in this Land Development Code only if a physical circumstance, condition, or consideration exists as described in subsection (1).
- (1) There are unique physical circumstances or conditions or considerations beyond that of surrounding properties, including a substandard lot of record that existed prior to March 24, 1971 (see section 3-040); irregularity; narrowness; or shallowness of the lot shape; or exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or to safety, or to historical significance, that is peculiar to the particular property; and;
  - (2) Because of such physical circumstances or conditions or considerations, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
  - (3) A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.
- (B) *Height.* No part of any structure shall project beyond 35-feet above the average adjacent grade of a property except:
- (1) See section 2-010, terms and definitions; height of building.
  - (2) The following items that were existing on the date of the adoption of this section; flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.
- (C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.
- (D) *Reviewing variance applications.* The designated city official, planning commission, and governing body, shall consider the factors stated herein in reviewing variance applications in taking action on a particular variance. In exercising the powers to grant variances, the mayor and council may attach any conditions to its approval which it finds necessary to accomplish the reasonable application of the requirements of these regulations.
- (E) *Application approval.* Notwithstanding any other provisions of this Code of Ordinances, the designated city official may approve applications for variances without the need of public hearings and without the need of review by the planning commission or the mayor and council as follows:
- (1) When either of the following circumstances exists:
    - a. The proposed improvement or alteration will not result in an expansion of the existing footprint of the existing structure; or
    - b. No additional encroachment into any setback shall be created by the proposed impro

construction or addition.

(2) When each of the following circumstances also exists:

- a. No encroachment or construction of habitable space or other prohibited improvements will exist below one foot above the base flood elevation; and
- b. The requested improvements or construction will not violate existing zoning provisions.

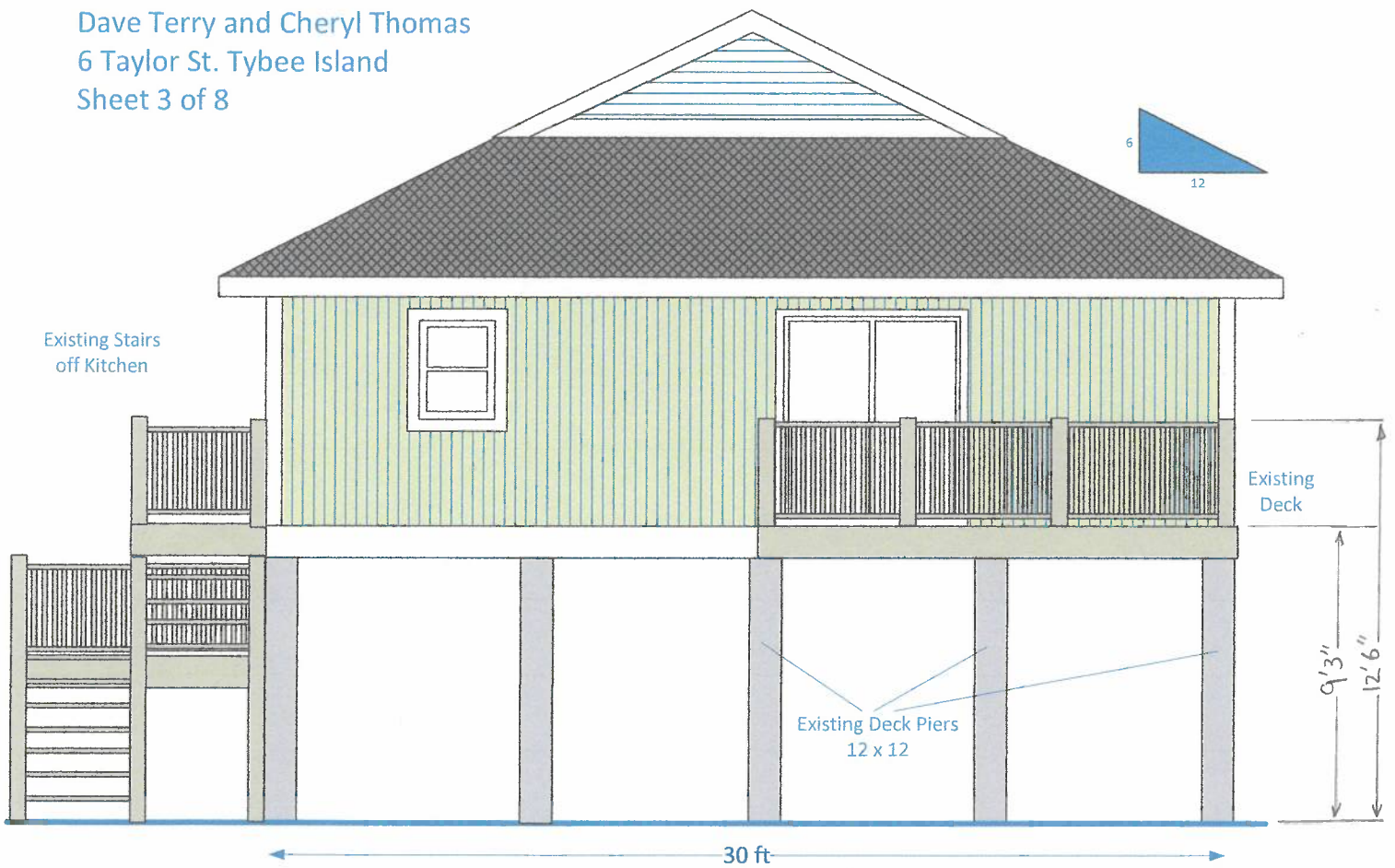
This subsection shall have specific application to existing nonconforming structures as referred to in section 3-020.

(F) *Compliance with ordinances.* Notwithstanding any other provision of this Code of Ordinances, no application for a variance may be accepted nor may any variance be granted with respect to any property that is then not in compliance with the requirements of ordinances for the condition on which the variance is sought, unless the applicant files with the application a detailed written explanation of how, when, and by whom the need for a variance was created. In such a case, the planning commission shall make a recommendation to the mayor and council as to whether the variance should be approved or rejected or modified and the mayor and council, following a public hearing, may approve, reject or modify the variance request. In the event property is constructed in violation of the ordinances, the violation status remains until such time as the condition is rectified and placed in conformity with the ordinances. Violations of the ordinances may be subject to the enforcement provisions of this Code and all penalties permissible by law. A variance that is granted under this section does not excuse prior violations including those that have resulted or may result in enforcement action by the city.

(Ord. No. 1999-27, 8-12-1999; Ord. No. 2002-08, 5-9-2002; Ord. No. 2002-08 Variances, amended 8-29-2002; Ord. of 8-11-2005; Ord. No. 14-2010, 8-26-2010; Ord. No. 57-A-2014, § 1, 12-11-2014; Ord. No. 2019-10, § 1, 4-25-2019)

# Existing Rear

Dave Terry and Cheryl Thomas  
6 Taylor St. Tybee Island  
Sheet 3 of 8

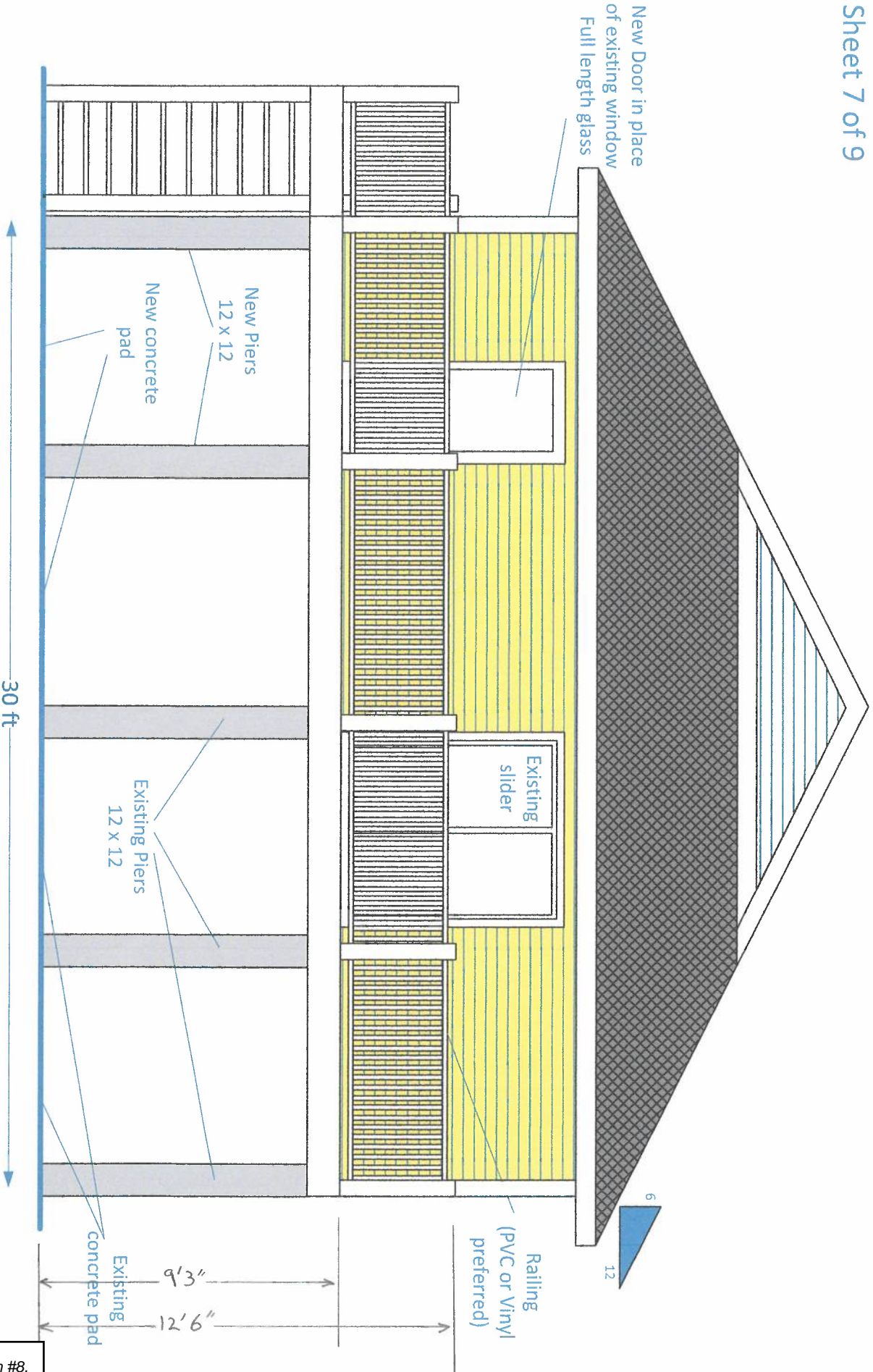


# New Rear

Dave Terry and Cheryl Thomas

6 Taylor St. Tybee Island

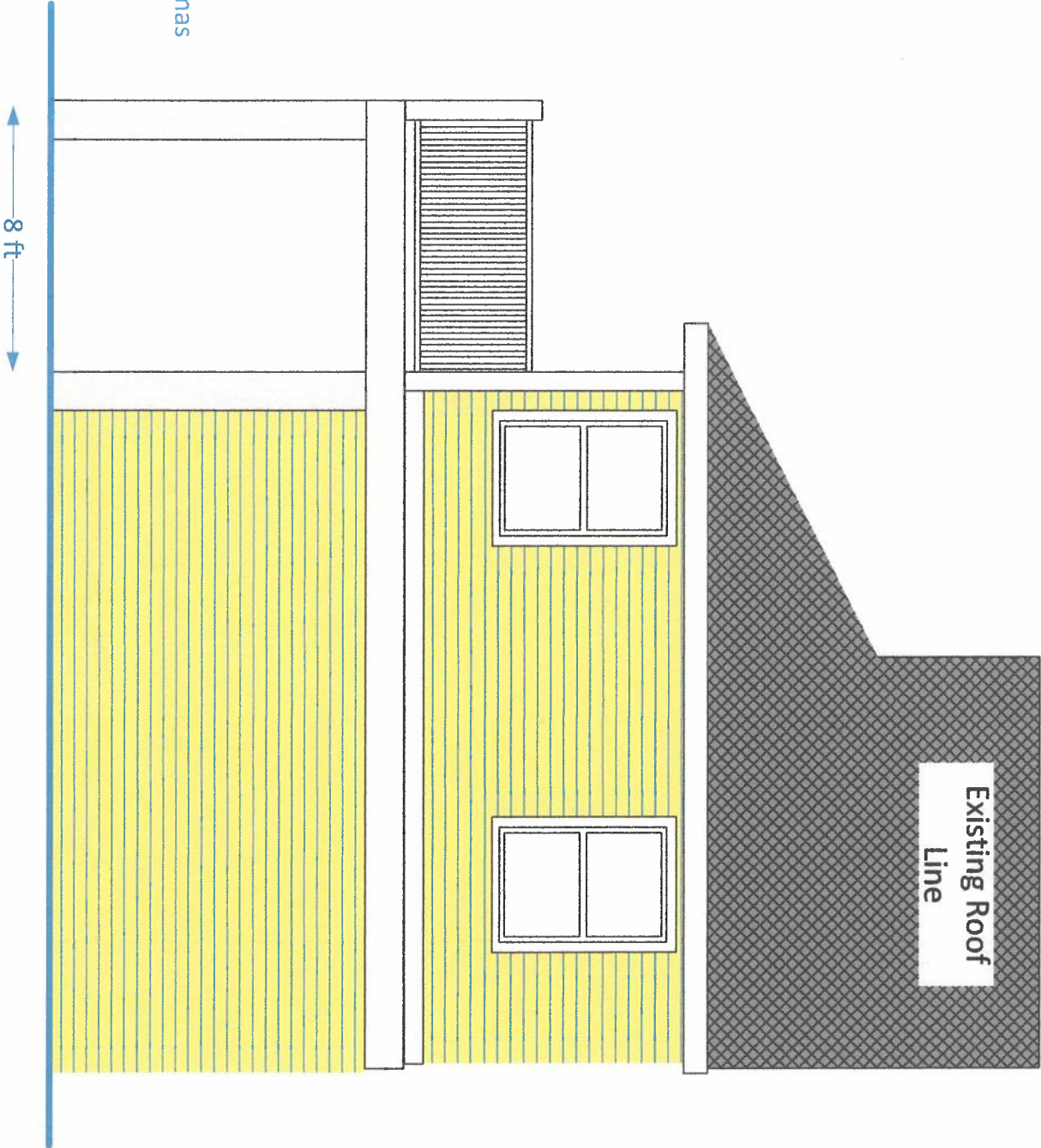
Sheet 7 of 9



Item #8.

Dave Terry and Cheryl Thomas  
6 Taylor St. Tybee Island  
Sheet 8 of 9

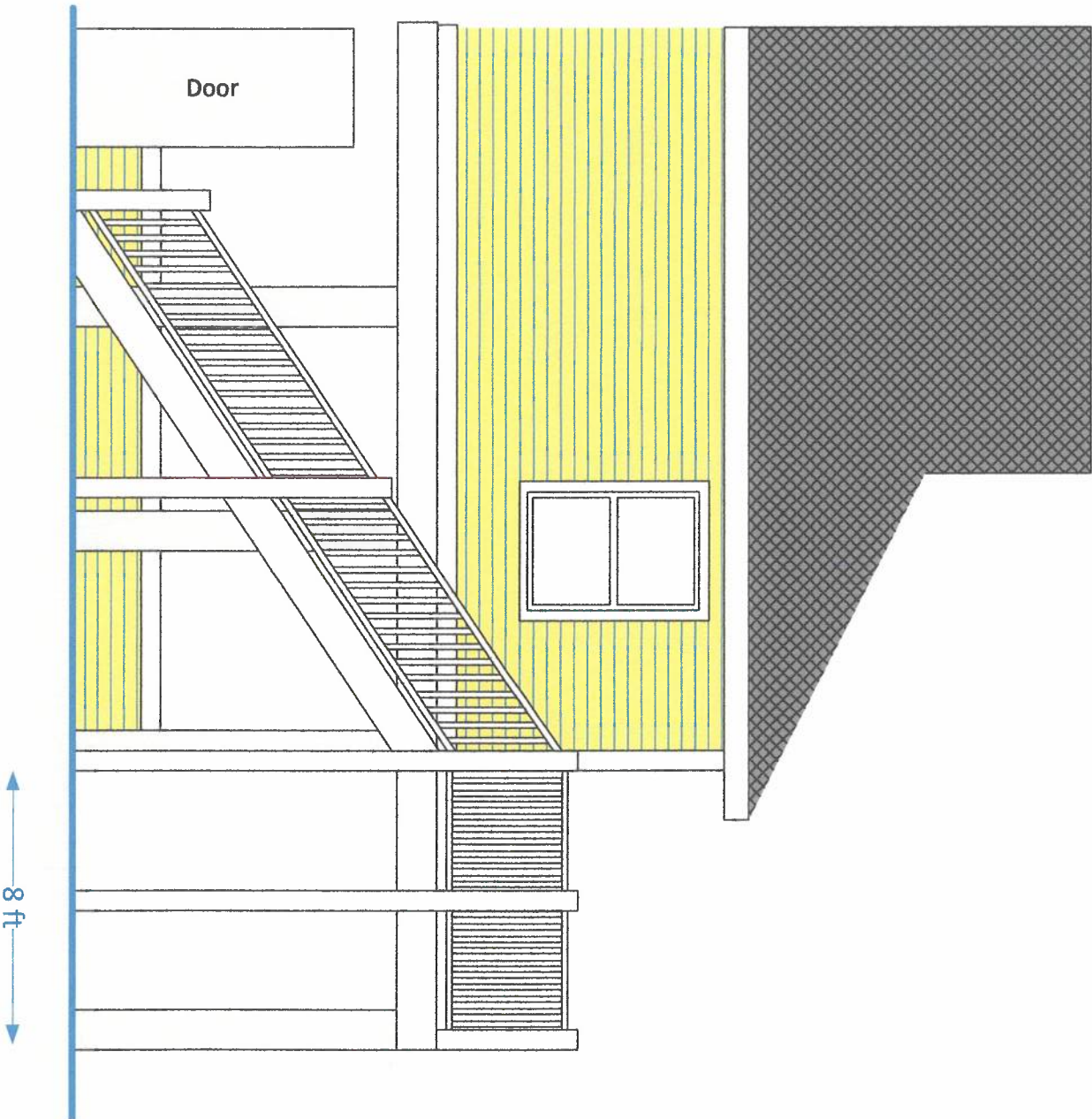
# Rear Side View



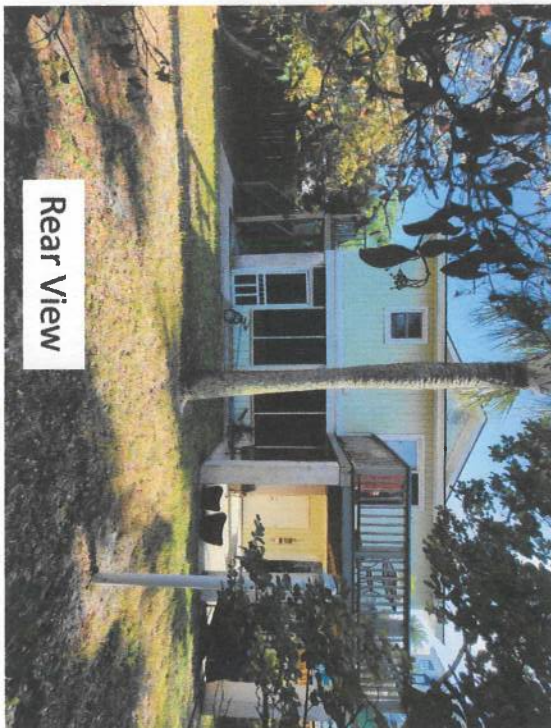


# Rear Side 2 View

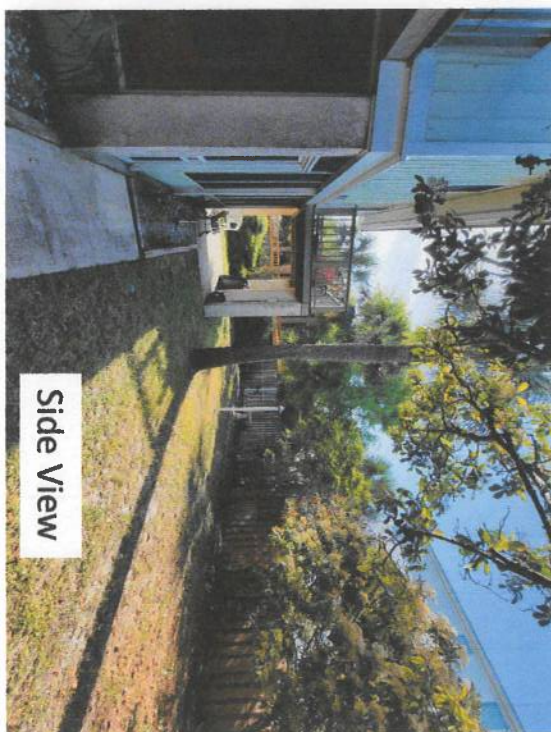
Dave Terry and Cheryl Thomas  
6 Taylor St. Tybee Island  
Sheet 9 of 9



David Terry and  
Cheryl Thomas  
6 Taylor Street  
Tybee Island



Rear View



Side View



Side Stairs  
Looking  
towards rear



Side View from Deck

**Most Current Owner**

Current Owner	Co-Owner Care Of Mailing Address
THOMAS CHERYL & DAVID L*	POST MAIL BOX 2954 TYBEE ISLAND GA 31328

**Digest Owner (January 1)**

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
THOMAS CHERYL & DAVID L*				TYBEE ISLAND	GA	31328

**Parcel**

Status	ACTIVE
Parcel ID	40001 10009
Category Code	RES - Residential
Bill #	2983940
Address	6 TAYLOR ST
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20270.00 - T270 TYBEE SCREVEN
Total Units	
Zoning	R-1
Class	R3 - Residential Lots
Appeal Status	

**Legal Description**

Legal Description	LOT 9 BLOCK 35 FORT SCREVEN WARD TYBEE
Deed Book	394L
Deed Page	772

**Permits**

Permit #	Permit Date	Status	Type	Amount
120120-1	03/02/2012	Complete	RF - ROOF	\$5,575.00

**Inspection**

Inspection Date	Reviewer ID
03/31/2022	RKRYZAK
04/05/2019	KMMORENO
01/05/2015	MWTHOMAS
12/19/2012	KDLONG
05/23/2007	TLWHITFI

Item #8.

Appraised values

Tax Year	Land	Building	Appraised Total	Reason
2021	119,100	295,100	414,200	
2020	119,100	244,100	363,200	
2019	119,100	244,100	363,200	
2018	119,100	234,700	353,800	
2017	119,100	236,600	355,700	
2016	119,100	233,100	352,200	
2015	119,700	185,800	305,500	
2014	119,700	108,500	228,200	
2013	119,700	107,600	227,300	

### Sales

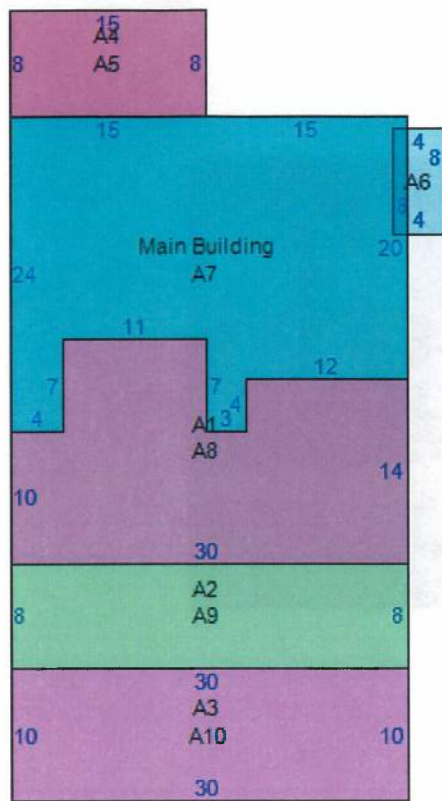
Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
02/14/2014	390,000	Q	WD	394L - 772	FAIR CHRISTOPHER T & MARIE	THOMAS CHERYL & DAVID L*
01/28/2005	420,000	U	WD	282P - 0619	WITTENDORF JOYCELYN A	FAIR CHRISTOPHER T

### Land

Line Number	1
Land Type	U - UNIT
Land Code	01 - SINGLE FAMILY RES
Square Feet	
Acres	
Influence Factor 1	-5
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

### Residential Building

Card #	1
Actual Year Built	1987
Effective Year Built	2005
Type	1 - Single Family Residence
Style/Stories	1 - ONE STORY
Percent Complete	100
Quality	300
Condition	AV - AVERAGE
Living Area	1,260
Basement Area	0
Finished Basement Area	No
Bedrooms	3
Full / Half Baths	2 / 0

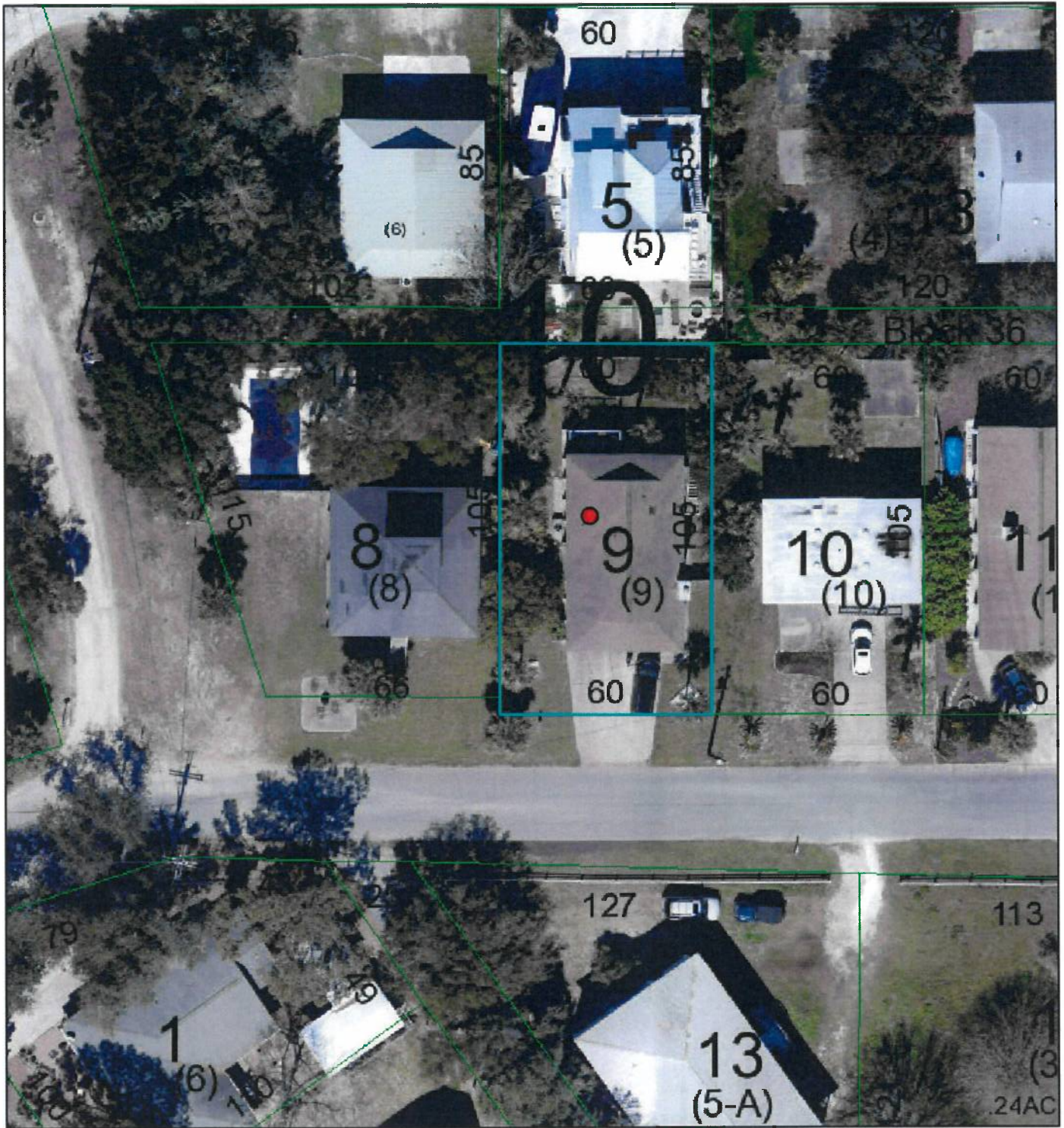


Item	Area
Main Building	595
A1 - 100:100- LIVING SPACE	425
A10 - 721:721-Carport, Flat Roof (SF)	300
A2 - 100:100- LIVING SPACE	240
A3 - 904:904-Slab Porch (SF) with Roof	300
A4 - 901:901-Open Slab Porch (SF)	120
A5 - 903:903-Wood Deck (SF)	120
A6 - 903:903-Wood Deck (SF)	32
A7 - 907:907-Enclosed Porch (SF), Scree	595
A8 - 909:909-Enclosed Porch (SF), Solid	425
A9 - 721:721-Carport, Flat Roof (SF)	240



Item #	Description	Quantity	Unit Price	Total Price
130	130 - 20' x 10' Wood Deck	1	13000	13000
131	131 - 20' x 10' Wood Deck	1	13000	13000
132	132 - 20' x 10' Wood Deck	1	13000	13000
133	133 - 20' x 10' Wood Deck	1	13000	13000
134	134 - 20' x 10' Wood Deck	1	13000	13000
135	135 - 20' x 10' Wood Deck	1	13000	13000
136	136 - 20' x 10' Wood Deck	1	13000	13000
137	137 - 20' x 10' Wood Deck	1	13000	13000
138	138 - 20' x 10' Wood Deck	1	13000	13000
139	139 - 20' x 10' Wood Deck	1	13000	13000
140	140 - 20' x 10' Wood Deck	1	13000	13000

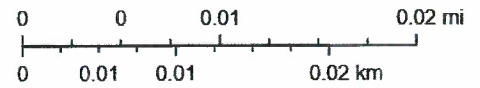
# SAGIS Map Viewer



4/22/2022, 10:47:46 AM

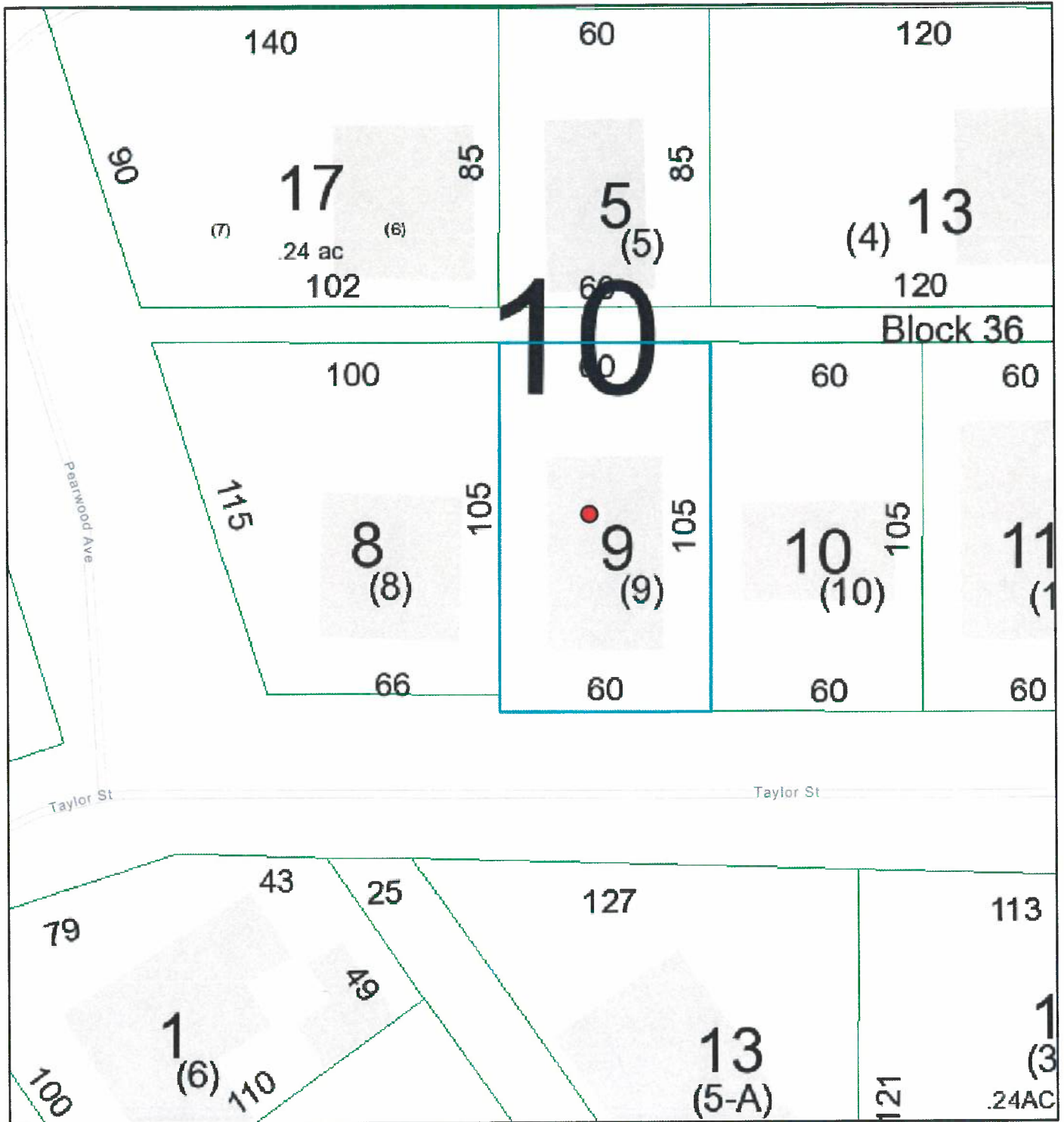
1:564

 Property Boundaries (Parcels)



SAGIS

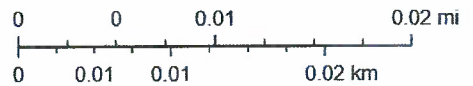
# SAGIS Map Viewer



4/22/2022, 10:48:48 AM

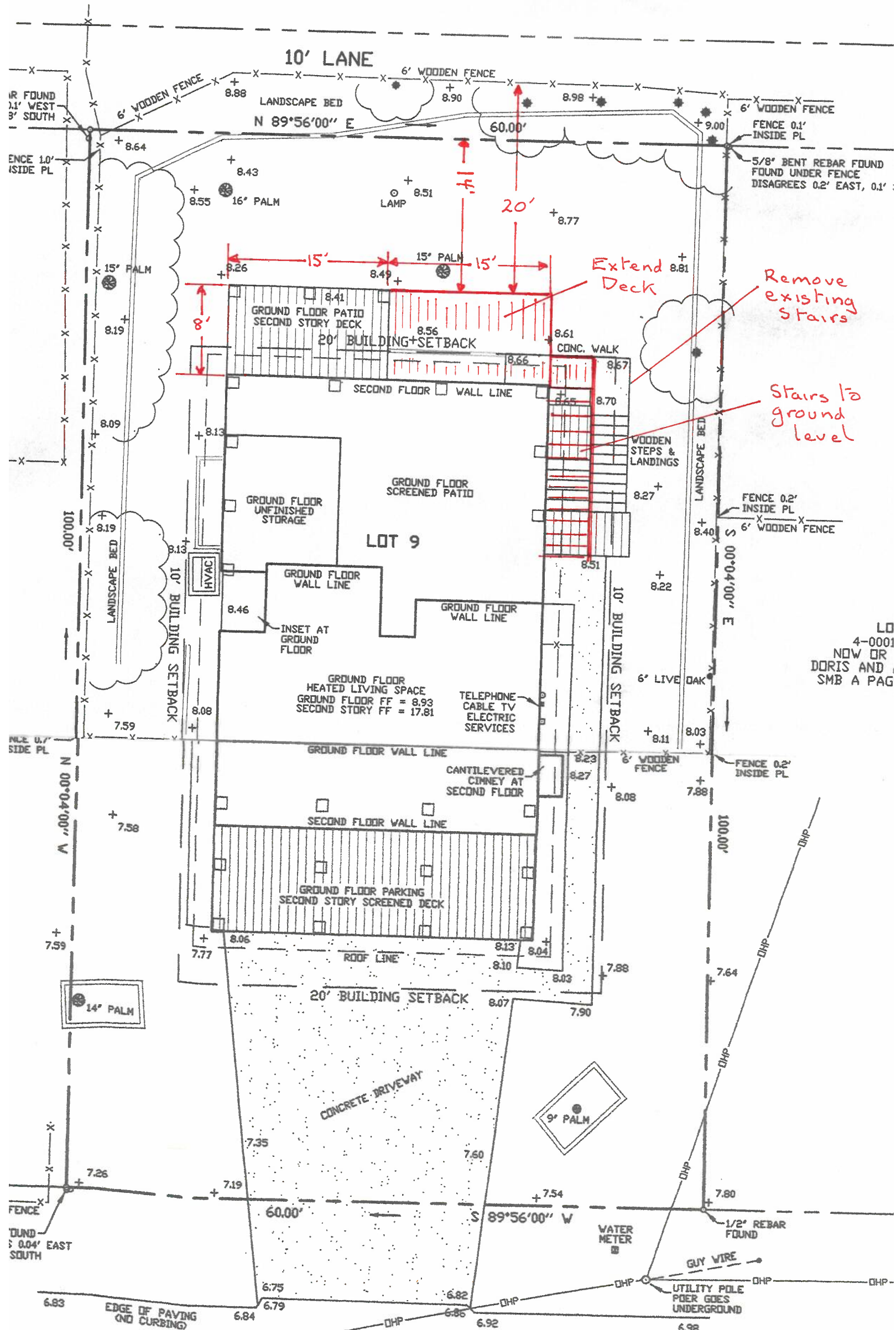
1:564

 Property Boundaries (Parcels)



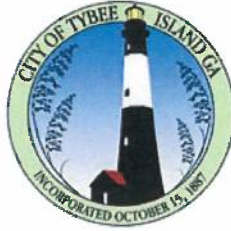
SAGIS





LD  
4-0001  
NOW OR  
DORIS AND  
SMB A PAG

Item #8.



**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: May 16, 2022

Project Name/Description: 6 Taylor St. – 40001 10009 – Zone R-1 – David Terry & Cheryl Thomas

Action Requested: Variance

Special Review	Subdivision: Sketch Plan Approval ___ Conceptual ___ Preliminary Plan Approval ___ Final Plat Approval ___ Minor Subdivision ___ Major Subdivision ___
Site Plan Approval	
Variance X	
Map Amendment	
Text Amendment	

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition:  Approval  Denial  Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
McNaughton			CHAIR - ABSENT
McGruder			VICE CHAIR
Gooding	X		MOTION
Hill			RECUSED
Reynolds	X		
Rodriguez	X		
Williams	X		

Planning Commission Chair: Elaine D. McGruder

Date: 5-19-2022

Planning & Zoning Manager: Age B. [Signature]

Date: 5-17-2022

**File Attachments for Item:**

9. BSA Financial Software Contract, Finance Department, Purchase Cost \$172,835, Line Item  
350-1100-54-2500



# City of Tybee Island

## Memorandum

To: Mayor Sessions & Members of City Council  
From: Jen Amerell, Finance Director  
Date: May 26, 2022 JRA  
Re: BSA Financial Software Contract

---

### Overview

The City's current financial software has proven not to be beneficial for the City. The City converted financial software in fall 2021. The current software was selected by staff that are no longer in the finance department. Since the conversion in September, finance staff and others using the software have struggled with the functionality of many aspects of the different modules. Basic, routine tasks now take longer and are more complicated than ever, negating the benefits of a software system. Customer service is on Mountain Time, which causes a delay in support response time. There are times when it has taken over a day to get a response. We have found that their data is unreliable, and the financial reports invariably do not balance. Overall, the finance staff have struggled to make the system work for the past eight months, and it is clear that the software is not the best fit for the City.

### Summary

The City issued an RFP for financial software three years ago. The City received three responses to the RFP from Incode, Caselle, and BSA. The only reason BSA software was not selected originally was because it was not cloud based. It is now 100% cloud based. I invited BSA representatives to the City for a demonstration of the software operations. This was not a 'sales pitch' overview, but a detailed look at all of the various modules and the specifics of how the system works. Finance department staff were able to view the step by step process of how to generate a check, process payroll, run a report, make a journal entry, pay a utility bill, print a receipt, etc. BSA also has a guaranteed support response time of less than 15 minutes. The finance department staff unanimously voted to convert to BSA software.

I have personal experience with BSA software and highly recommend it. I also reached out to the City's auditors and inquired if other Georgia municipal clients use BSA and the auditors stated that it is highly recommended.

### Budget

The total cost to purchase the software is \$172,835. Included in the FY23 budget is \$75,000 for software. The implementation timeline is 15-18 months, so the capital cost would be split between two fiscal years, with the remaining \$100,000 included in the FY24 budget. The annual service cost is \$18,585. We currently pay approximately \$60,000 per year.

Recommendation

Tracy has reviewed contract and has proposed a few wording changes that do not have any significant impact on overall contract. Management recommends approving BSA contract with minor verbiage change for purchase cost of \$172,835. Funding from FY23 and FY24 budget line 350-1100-54-2500.

## **SOFTWARE AS A SERVICE AGREEMENT**

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the City of Tybee Island, Chatham County GA ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

### **SECTION A – SAAS SERVICES**

#### **1. Rights Granted.**

**1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.

**1.2.** Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

**2. Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

**3. SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

#### **4. Ownership.**

**4.1.** BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

4.2. Customer retains all ownership and intellectual property rights to the data.

**5. Limited Software Warranty.**

5.1. BSA warrants, for the term of use granted, that the BSA Software Products will perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, *BUT NOT LIMITED TO*, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

**7. SaaS Services.**

7.1. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.2. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.3. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.

7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.

7.5. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.

- 7.6. Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

## **SECTION B – PROFESSIONAL SERVICES**

8. **Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.
9. **Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.
10. **License and Ownership.**
- 10.1. All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
- 10.2. Subject to Section 9.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.
11. **Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.



## **12. Limited Professional Services Warranty.**

- 12.1.** BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.
- 12.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

## **13. Customer Site Access and Assistance.**

- 13.1.** Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)
- 13.2.** At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

## **SECTION C – MAINTENANCE AND SUPPORT**

### **14. Maintenance and Support Generally.**

- 14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following; (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.
- 14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

**14.4.** Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

**15. Support.**

**15.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

**15.2.** Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

**15.3.** Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

**15.4.** Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

**SECTION D – THIRD PARTY PRODUCTS**

**16. Third Party Products.**

**16.1.** BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).

**16.2.** BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

## **SECTION E – GENERAL TERMS AND CONDITIONS**

### **17. BSA Proprietary Information.**

- 17.1.** Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2.** Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 17.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 17.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

- 18. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

- 19. Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
- 20. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.
- 21. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
- 22. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court in the United States of America lying in the Western District of Michigan.
- 23. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
- 24. Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.
- 25. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

- 26. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 26.1.** Termination for Cause. If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
- 26.2.** Force Majeure. Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
- 26.3.** Lack of Appropriations. If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
- 26.4.** Failure to Pay SaaS Fees. Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. In Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
- 26.5.** Convenience. If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.
- 27. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 28. No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement will not act as, or be deemed as, a waiver or modification to this Agreement, nor will such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.
- 29. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
- 30. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

**31. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:  
BSA Software  
14965 Abbey Lane  
Bath, MI 48808  
Attn: Contracts Manager  
Telephone: 517-641-8900

If to Customer:  
City of Tybee Island  
403 Butler Avenue  
PO Box 2749  
Tybee Island, GA 31328  
Telephone: (912) 786-4573

- 32. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 33. Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.
- 34. Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.
- 35. Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

**36. Taxes.** Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.

**37. U.S. Government Rights.** Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.

**38. Export Control.** Certain uses of the Software by Licensee may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. Licensee agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.

**39. Contract Documents and Order of Precedence.** The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

*Exhibit A – Payment Terms Generally*

*Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees*

*Schedule 2 to Exhibit A – Professional Service Fees*

*Exhibit B – Annual Service and Hosting Fees*

*Exhibit C – Support Call Process*

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement as of the dates set forth below.

**BSA SOFTWARE, INC.**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Payment Terms**

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$52,550 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$20,385 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$99,900 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.



**Schedule 1 to Exhibit A**

**SaaS Fees**

**Cloud Modules**

**Financial Management**

General Ledger	\$1,350
Accounts Payable	\$1,145
Cash Receipting	\$1,145
Accounts Receivable	\$1,145
Purchase Order	\$1,145
Utility Billing ( <i>approximately 3,500 utility accounts</i> )	\$3,150

**Personnel Management**

Payroll	\$1,855
Human Resources	\$1,350
Timesheets	\$830

**Community Development**

Building Department	\$1,765
Business License	\$1,145

**BS&A Online**

Community Development <i>Permit Application Feature - Enables contractors and the general public to submit permit applications online (A fee of \$3/application is accumulated and billed to the municipality).</i>	\$1,060
Public Records Search + Online Bill Pay <i>With use of integrated Credit Card Processor</i>	\$1,500

Subtotal \$18,585

**Hosting Fees**

*Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.*

**\$1,800**

**Schedule 2 to Exhibit A**

**Professional Services Fees**

**Data Conversions/Database Setup**

Convert existing Caselle data to BS&A format:

General Ledger (COA, Balances, Budget, Up to 10 Years Journal Transaction history)	<b>\$2,500</b>
Accounts Payable (Vendors, Up to 10 years invoices and check history)	<b>\$1,900</b>
Cash Receipting (Receipt items, Up to 10 years receipt history)	<b>\$1,800</b>
Payroll (Database Setup, Employee detail and YTD, Up to 10 years check history)	<b>\$3,100</b>
Utility Billing (Accounts, Services, Deposits, Rates, Meters; Up to 10 Years of Service, Billing & Payment History)	<b>\$6,000</b>
Building Department (Per Database)	<b>\$5,000</b>
Business Licensing (Per Database)	<b>\$3,000</b>

Database Setup:

Accounts Receivable (Setup of Billing Items, Penalties)	<b>\$1,500</b>
Human Resources (Setup of Licenses, Certifications, Benefit Plans, Positions. Not assigned to Employees)	<b>\$3,000</b>

Subtotal     **\$27,800**

No conversion or database setup to be performed for:

- Timesheets
- Purchase Order

**Custom Import**

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	<b>\$1,500</b>
--	----------------

**Project Management and Implementation Planning**

**Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

**\$24,750**

## Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

### Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	6		<b>\$6,000</b>
Financial Management Modules	Days:	17		<b>\$17,000</b>
Personnel Management Modules	Days:	15		<b>\$15,000</b>
Community Development Modules	Days:	17		<b>\$17,000</b>
	Total:	55	Subtotal	<b>\$55,000</b>

Travel Expenses

**\$43,400**

**EXHIBIT B**

**Annual Service Fees**

*Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U).*

<b>Financial Management</b>	
General Ledger	\$1,350
Accounts Payable	\$1,145
Cash Receipting	\$1,145
Accounts Receivable	\$1,145
Purchase Order	\$1,145
Utility Billing	\$3,150
<b>Personnel Management</b>	
Payroll	\$1,855
Human Resources	\$1,350
Timesheets	\$830
<b>Community Development</b>	
Building Department	\$1,765
Business License	\$1,145
<b>BS&amp;A Online</b>	
Community Development	\$1,060
Public Records Search	\$1,500
<b>Total Annual Service Fees</b>	<b>\$18,585</b>

## **EXHIBIT C**

### **Support Call Process**

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

#### **Customer service requests fall into four main categories:**

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
  - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
  - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
  - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

#### **Remote Support Process**

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

**File Attachments for Item:**

10. Flock Group Inc., Services Agreement. Flock Falcon Camera and Tag Reader. Year one (1), \$74,100 and recurring \$65,000.

**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“Flock”) and the customer identified below (“Agency”) (each of Flock and Customer, a “Party”). This order form (“Order Form”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “Terms”) which describe and set forth the general legal terms governing the relationship (collectively, the “Agreement”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “Effective Date”).

<b>Agency:</b> GA - Tybee Island PD  <b>Legal Entity Name:</b>	<b>Contact Name:</b> Joel Fobes
<b>Address:</b> 78 Van Horn St Tybee Island, Georgia 31328	<b>Phone:</b> (912) 472-5094 <b>E-Mail:</b> jfobes@cityoftybee.org
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 24 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	26.00	\$65,000.00
Professional Services - Falcon, Standard Implementation	\$350.00	26.00	\$9,100.00

**(Includes one-time fees)**

Year 1 Total \$74,100.00

Recurring Total: \$65,000.00



I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: GA - Tybee Island PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

#### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section I.

1.1 "*Agency Data*" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "*Agency Hardware*" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "*Agency Hardware*" excludes the Embedded Software

1.3 "*Authorized End User(s)*" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "*Documentation*" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "*Embedded Software*" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "*Flock IP*" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "*Footage*" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "*Hardware*" or "*Flock Hardware*" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "*Hardware*" excludes the Embedded Software.

1.9 "*Implementation Fee(s)*" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "*Installation Services*" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "*Non-Agency End User(s)*" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "*Services*" or "*Flock Services*" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “*Support Services*” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “*Unit(s)*” shall mean the Agency Hardware together with the Embedded Software.

1.15 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

### 2.4 Usage Restrictions.

a. **Flock IP.** The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. **Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,

utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “*Service Suspension*”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted.

## 2.7 Installation Services.

**2.7.1 Designated Locations.** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “*Designated Location*”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“*Reinstalls*”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

**2.7.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("*Agency Installation Obligations*"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

*2.7.3 Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

*2.7.4 Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("*Monitoring Services*"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("*On-Site Services*") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

**2.10 Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.10 Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

### 3. RESTRICTIONS AND RESPONSIBILITIES

**3.1 Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining



any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### 4. CONFIDENTIALITY; AGENCY DATA

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Agency Data*"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or

otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

## 5. PAYMENT OF FEES

**5.1a Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

**5.1b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30<sup>th</sup> day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30<sup>th</sup> day following receipt of invoice.

**5.2 Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

## 6. TERM AND TERMINATION

**6.1a Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.1b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Initial Term*”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.2 Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

**6.3 Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**6.5 No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“*No-Fee Term*”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

**6.6 Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE

SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

## 9. RECORD RETENTION

**9.1 Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

## 10. MISCELLANEOUS

**10.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

**10.3 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

**10.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

**10.5 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.6 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.7 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services,



the Hardware, the Embedded Software and Documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.8 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.09 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.10 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Exhibit 1:  
CONTRACT ADDENDUM  
FOR CITY OF TYBEE ISLAND

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

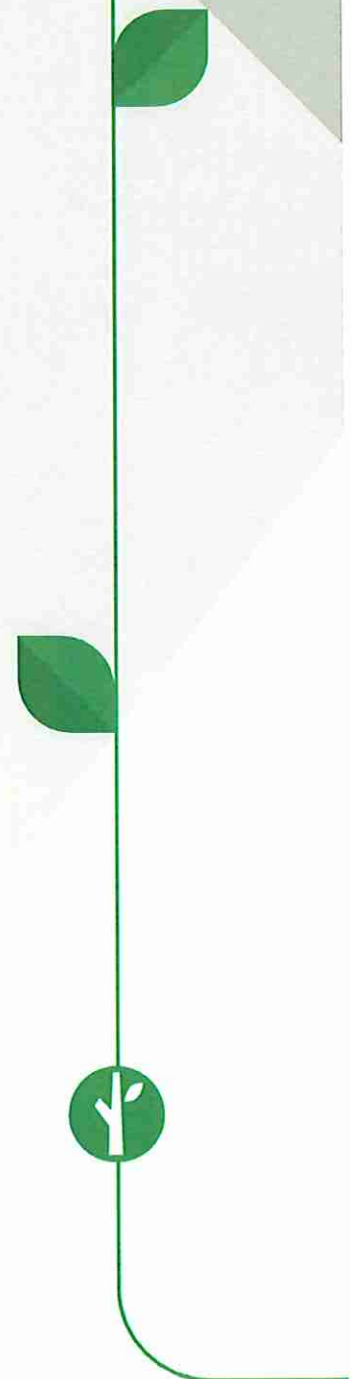
# flock safety

Let's defeat crime together

## Customer Implementation Guide: Law Enforcement

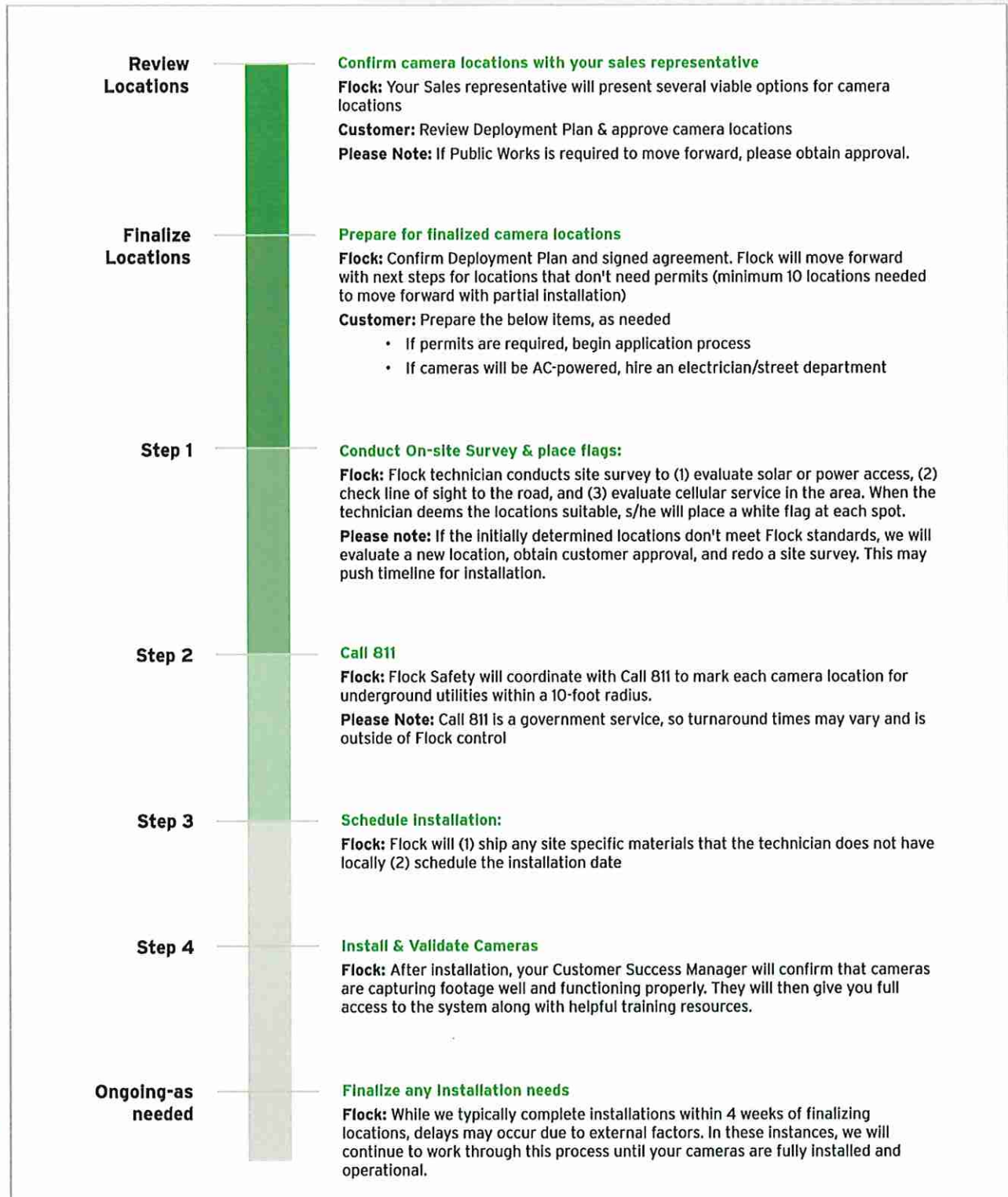
### Contents

- Implementation Timeline . . . . . 2**
- Implementation Team . . . . . 3**
- Implementation Service brief: Standard VS Advanced . . . . . 6**
  - Standard Implementation . . . . . 6
  - Advanced Implementation . . . . . 8
- Things to Consider when Picking Locations . . . . . 10**
- Customer Responsibilities: AC-Powered Cams . . . . . 11**
- Electrician Handout . . . . . 12**
  - Electrician Installation Steps . . . . . 12
  - FAQs about AC-Powered Flock Cameras . . . . . 13
- Installation Service Brief Summary . . . . . 15**
- Permitting: Pre-Install Questionnaire . . . . . 16**
  - 1. Timeline . . . . . 16
  - 2. Right of Way . . . . . 16
  - 3. AC Power vs. Solar . . . . . 16
  - 4. Traffic Control & Installation Methods . . . . . 16
  - 5. Paperwork & Required Forms . . . . . 17
  - 6. Contacts . . . . . 17
- Professional Services Fee Schedule . . . . . 17**
- Billing . . . . . 18**
- Help Center . . . . . 19**
- Customer Support . . . . . 19**






## Implementation Timeline



This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



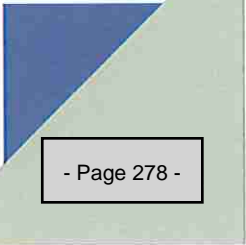
## Implementation Team

Implementation Team	How they will support you
<p><b>Project Manager</b></p> 	<p>Your <b>Project Manager</b> is your <b>primary contact during camera installation.</b></p> <ul style="list-style-type: none"> <li>Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</li> </ul>
<p><b>Field Operations Team</b></p> 	<ul style="list-style-type: none"> <li>The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.</li> <li>They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.</li> <li><b>*Note*:</b> For <b>all Installation questions or concerns</b>, please always direct them to your <b>Customer Success Manager</b> and not the technician.</li> </ul>
<p><b>Product Implementation Specialist</b></p> 	<p>Your <b>Product Implementation Specialist</b> is your <b>technical product expert.</b></p> <p>They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. <b>Your specialist will work your Sales Rep to:</b></p> <ul style="list-style-type: none"> <li>Review the cameras in your deployment</li> <li>Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product</li> <li>If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).</li> </ul>



Relationship Team	How they will support you
<p data-bbox="256 359 386 457"><b>Customer Success Manager</b></p> 	<p data-bbox="500 359 1369 422">Your <b>Customer Success Manager</b> is your <b>strategic partner</b> for your lifetime as a Flock customer.</p> <p data-bbox="500 443 1349 506">While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p data-bbox="500 527 1398 590">Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul data-bbox="529 611 1349 884" style="list-style-type: none"><li>• Set up Account Training</li><li>• Understand benefits of features</li><li>• Learning best practices for getting relevant data</li><li>• Identifying opportunities to expand the security network in your area</li><li>• Provide feedback on your partnership with Flock</li></ul>
<p data-bbox="240 951 402 1014"><b>Flock Safety Support</b></p> 	<p data-bbox="500 951 1390 1041">The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To <b>get in touch with support</b>, simply email <a href="mailto:support@flocksafety.com">support@flocksafety.com</a>. Support can help you:</p> <ul data-bbox="529 1062 1149 1356" style="list-style-type: none"><li>• Request camera maintenance</li><li>• Troubleshoot online platform</li><li>• Contract / Billing questions</li><li>• Update account information</li><li>• Camera Sharing questions</li><li>• Quick "How to" questions in your Flock Account</li></ul>

**Please Note:** On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.



<b>Outside Party</b>	<b>When they may be involved</b>
<b>Electrician/ Street Department</b>	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
<b>Public Works (LE)</b>	To weigh in on the use of public Rights of Way or property
<b>Department of Transportation (DOT), City, or County agencies</b>	If installation in your area requires permitting

## Implementation Service brief: Standard VS Advanced

### Standard Implementation

**Cost** = \$350 / camera (one time cost)

#### Included in scope:

Once Designated Locations are confirmed, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - *Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements (link). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.*
  - Access requiring up to a 14' A-frame ladder
  - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location



**Not included in scope:**

Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Cannot NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required City, County, or State permits

## Advanced Implementation

**Cost** = \$750 / camera (one time cost)

**Included in scope:** Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
  - Engage 811 'Call-before-you-Dig' system to receive legal dig date
  - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
  - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**
  - Installation of camera and solar panel on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion) or **NCHRP 350 or MASH approved pole**, if necessary.
    - ***Pole Options - Northern and Coastal***
    - ***Pole Options - Non-Winterized, Non-Coastal***
    - ***Pole Options - Georgia***
    - ***Pole Options - Texas***
  - Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
    - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements ([link](#)). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

**Not included in scope:**

By default, Flock does **not** include the following as part of the Advanced Implementation Service but can optionally provide a quote for sourcing (additional cost):

- A Bucket Truck for accessing horizontal/cross-beams
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)

Any fees or costs associated with filing for required City, County, or State permits



## Things to Consider when Picking Locations

### Falcon Cameras

- Use Cases
  - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
  - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
  - They capture vehicles driving away from an intersection.
  - They cannot point into the middle of an intersection.
  - They should be placed after the intersection to prevent stop and go motion activation or "stop and go" traffic.
- Mounting
  - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles. **\*\*NOTE\*\*** *Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.*
  - They should be mounted one per pole\*. If using AC power, they can be mounted 2 per pole.
    - \*Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
  - They can be powered with solar panels or direct wire-in AC Power (no outlets). **\*\*NOTE\*\*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.
  - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.

### Solar Panels

- Solar panels need unobstructed southern-facing views.

### Pole

- If a location requires a "DOT Pole" (i.e., not Flock standard pole), the implementation cost will be \$750/camera.

## Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

# flock safety

Let's defeat crime together

## Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process



## How to Get Started with a Powered Install

- 1. Create a Deployment Plan**  
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**  
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**  
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**  
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**  
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**  
Notify the electrician that the camera is ready for the power connection installation.

www.flocksafety.com | 866-901-1781

# flock safety

Visit [flocksafety.com/power-install](http://flocksafety.com/power-install) for the complete plan, FAQs & to get started!

## Electrician Handout

### Electrician Installation Steps

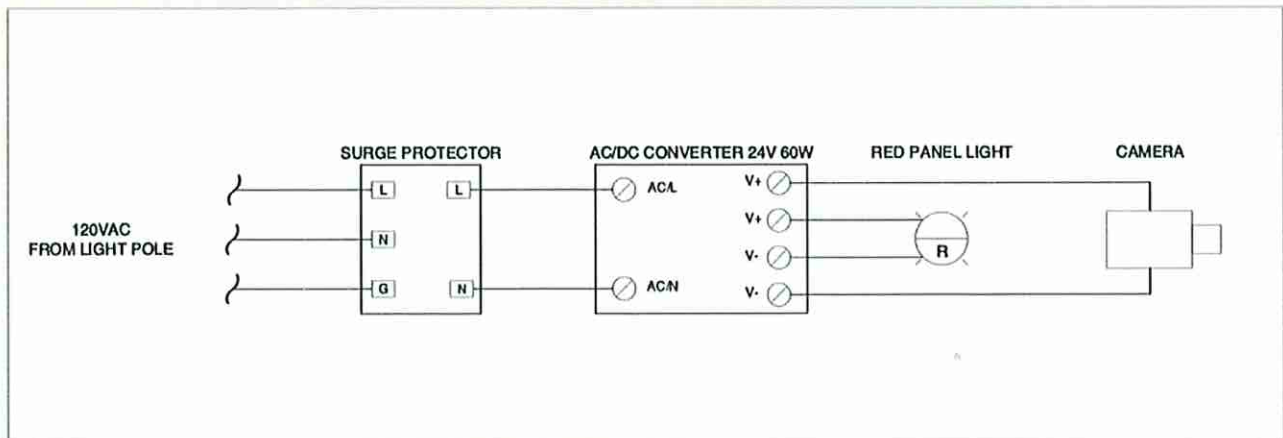
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
  - Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
  - Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
  - Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



## FAQs about AC-Powered Flock Cameras

- **What voltage is supported?** The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.
- **How much power does this consume?** Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.
- **Who is responsible for contracting the electrician?** The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.
- **Who is responsible for maintenance?** Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.
  - If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.
- **How much does it cost?** Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.
- **What information do I need to provide my electrician?** The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.
- **Can you plug it into my existing power outlet?** The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.
- **How long does this process typically take?** The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.
- **What kind of electrician should I look for?** Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.
- **What happens if the electrician damages the equipment?** The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

- **When should the electrician perform his work?** Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.
- **What if my electrician has questions about Flock's AC Kit?** You should share the **AC-Power Kit Details** packet with the electrician if they have questions.
- **What if the AC power is on a timer?** Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.





## Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What is covered by Flock	What is NOT covered by Flock	Special note
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	*DOT Approved Pole cost Electrician & ongoing electrical costs	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>Excluding changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, **MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review <b>Fees Sheet</b> for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

\*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$750/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

\*\*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

## Permitting: Pre-Install Questionnaire

### 1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Can your agency own the permitting process with Flock Safety's assistance?

### 2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
  - What is the RoW buffer?
  - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
  - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
    - Note: A bucket truck is required if the height exceeds 15 feet tall.

### 3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit? (**Link**)
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
  - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
  - Double Panel: 21.25" x 28" x 2" (LxWxD)

### 4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
  - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control is required (cones, arrow boards, etc.):**
  - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
  - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
  - Are there state-specific special versions/variances that must be followed?

- **If a bucket truck is *not* required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
  - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

## 5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

## 6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
  - Permitting
  - Public Works
  - Traffic Department

## Professional Services Fee Schedule

- Camera relocation, existing pole non-AC powered = \$350
- Camera relocation, Flock pole and/or AC powered = \$750
- Camera replacement as a result of vandalism, theft, or damage = \$500
- Pole replacement as a result of vandalism, theft, or damage = \$500
- Trip charge = \$350
  - Examples:
    - Angle adjustment (elective)
    - Install additional Flock signage

## Billing

**5.1b Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together with the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees. The Agency shall pay on or before the 30th day following receipt of the invoice.

Upon completion of installation, Flock will issue an invoice for the remaining balance, and Agency shall pay on or before the 30th day following receipt of the final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the anniversary of the Effective Date.

**6.1b Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). The Term shall commence upon first installation and validation of a Unit. Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a "**Renewal Term**," and together with the Initial Term, the "**Service Term**") unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the then-current term.



## Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

**How do I search camera footage?**

**How do I add a user?**

**How do I add a vehicle to my own Hot List?**

**How do I enable browser notifications for Hot List alerts?**

**How do I get text alerts for Hot List?**

**How do I request camera access from other nearby agencies?**

**How do I use the National Lookup to search for a plate?** *(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)*

**How do I reset my / another user's password?**

## Customer Support

You can reach our customer support team anytime by emailing [support@flocksafety.com](mailto:support@flocksafety.com). They can help answer any "How-To" questions you may have.



**File Attachments for Item:**

12. Approval of HMGP 4338-0004 - Batch One

**MAYOR**  
Shirley Sessions

**CITY COUNCIL**  
Barry Brown Mayor pro tem  
Jay Burke  
Nancy DeVetter  
Michael "Spec" Hosti  
Monty Parks  
Brian West



**CITY MANAGER**  
Shawn Gillen

**CITY CLERK**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

June 2, 2022

Approval of HMGP 4338-0004-Batch One

We were recently approved for a portion of HMGP grant 4338-0004 to elevate 22 homes. The remaining 27 homes in the grant are undergoing historic review and we expect approval of the remainder of this grant in the upcoming weeks.

Like the previous HMGP grant this will be a reimbursement grant. FEMA will pay 75%, State with pay 10% and the homeowners will pay the remaining 15%.

After approval we will immediately put out an RFP for a grant administrator. With an administrator in place can begin the process of hiring a contractor, finding a place to live and a place to store their belongings.

The grant term runs through March 14, 2023 but extensions are possible if necessary.

**P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749**  
**(866) 786-4573 – FAX (866) 786-5737**  
**[www.cityoftybee.org](http://www.cityoftybee.org)**

**GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY**

**BRIAN P. KEMP**  
GOVERNOR



**JAMES C. STALLINGS**  
DIRECTOR

May 19, 2022

Honorable Shirley Sessions  
Mayor  
City of Tybee Island  
Post Office Box 2749  
Tybee Island, Georgia 31328

Dear Mayor Sessions:

On behalf of Governor Brian P. Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated HMGP 4338-0004-Batch One (1), will be used to structurally elevate twenty-two (22) properties. The total approved cost is \$3,970,461.00 with a federal share of \$2,977,845.75, state share of \$397,046.10, local share of \$595,569.15, and Subrecipient Management Cost \$77,416.00.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please sign and return both copies of the agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404) 635-4573.

Sincerely,

*Valaria Grooms* for,

James C. Stallings

ck/rl

Enclosures

cc: George Shaw, Planning & Zoning Manager

City of Tybee Island

Shawn Gillen, City Manager

City of Tybee Island

Dennis Jones, Director

Chatham County Emergency Management Agency

Kristen Higgs, Area Coordinator

Georgia Emergency Management and Homeland Security Agency



## **HAZARD MITIGATION GRANT PROGRAM Recipient-Subrecipient Agreement**

On September 15, 2017, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from Hurricane Irma. This document is the Recipient-Subrecipient Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4338-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206 Subpart N, Hazard Mitigation Grant Program. Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is the GEMA/HS Director, the Governor's Authorized Representative. The Subrecipient to this Agreement is City of Tybee Island. The interests and responsibilities of the Subrecipient will be executed by the City of Tybee Island agent, the Subrecipient Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

- Exhibit "A": Application for Federal Assistance, Standard Form 424
- Exhibit "B": Assurances-Construction Programs, Standard Form 424 D
- Exhibit "C": Acknowledgement of Conditions for Mitigation of Property in SFHA
- Exhibit "D": Project Administration Guidelines: Financial Assistance, Hazard Mitigation Grant Program
- Exhibit "E": Certification regarding Drug-Free Workplace Requirements
- Exhibit "F": Certification regarding Lobbying
- Exhibit "G": Certification of Safeguarding Duplication of Benefits Information
- Exhibit "H": Disclosure and Certification of Flood Insurance
- Exhibit "I": Deed Restriction Amendment
- Exhibit "J": Scope of Work
- Exhibit "K": Progress Payment Request Form
- Exhibit "L": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subrecipient on a 75 percent federal cost share and 10 percent state cost share basis for the hazard mitigation project(s) described in Exhibits "A" and "J". The Subrecipient shall be responsible for the remaining 15 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.
3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.

- 4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.
- 5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
- 6. The Subrecipient agrees that the mitigation project contained in this agreement will be completed by City of Tybee Island on or before March 14, 2023. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
- 7. The written assurances provided by City of Tybee Island pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
- 8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award.
- 9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

\_\_\_\_\_  
Governor's Authorized  
Representative

\_\_\_\_\_  
Subrecipient's Authorized  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**COVER PAGE FOR CURRENT  
APPLICATION FOR FEDERAL ASSISTANCE**

**EXHIBIT "B"**

**COVER PAGE FOR CURRENT  
ASSURANCES-CONSTRUCTION PROGRAMS**

RSA-4338, Property Elevation  
Exhibit "B"

-7 THROUGH 9-

**EXHIBIT "C"**

**COVER PAGE FOR CURRENT  
ACKNOWLEDGEMENT OF CONDITIONS**

**Exhibit "D"**  
**GEORGIA EMERGENCY MANAGEMENT**  
**and HOMELAND SECURITY AGENCY**  
**Hazard Mitigation Grant Program**  
**Project Administration Guidelines: Financial Assistance**

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. **Project Identification** – The Federal Emergency Management Agency (FEMA) has assigned project number HMGP 4338-0004 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. **Documentation** – You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
  - A. Recipient-Subrecipient Agreement
  - B. Copies of checks, vouchers or ledger statements
  - C. Contracts awarded
  - D. Invoices or other billing documents
  - E. Progress reports
  - F. Record of advance or progress payments (where applicable)
3. **Funding** – Cost sharing has been established at 75% federal, 10% state, and 15% applicant.
4. **Debarred and Suspended Parties** – You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
5. **Procurement Standards** – You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a Subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
  - A. **Conflict of Interest Policy** – The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2CFR Section 200.318.
  - B. **Procurement** – Perform procurement transactions in a manner providing full and open completion. Contracts and Procurements must be of reasonable cost, generally

must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:

- 1) Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$3,000. Micro-purchases may be awarded without soliciting competitive quotes if the Subrecipient considers the price to be reasonable.
  - 2) Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$100,000 by obtaining several price quotes from different sources.
  - 3) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price.
  - 4) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price.
  - 5) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay.
- C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women's business enterprises, and labor surplus area firms when possible.
- E. Include specific provisions in Subrecipient's contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.
6. Payments
- A. Progress Payments
- 1) When progress payments are desired, you must submit a written request (on provided form at Exhibit "K") and provide supporting documentation, such as an invoice and copies of check.
  - 2) The Hazard Mitigation Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.
  - 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.

- 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount.
    - 5) Quarterly report submissions must be current in order to receive progress payments.
  - B. Advance Payments – Advance payments will be made on an exception basis only.
7. Subrecipient Performance – The scope of work (see Exhibit “J”) must be initiated within 90 days of this award notification.
- A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
  - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
8. Award Expiration Date
- A. The award expiration date runs through March 23, 2023 and has been established based on project milestones established by the applicant in their application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the award expiration date.
  - B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the Subrecipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date. When fully justified, the State Hazard Mitigation Manager may extend the award expiration date.
9. Project Termination
- A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.



- B. The Subrecipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.
10. Environmental and Historic Preservation Conditions
- A. The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:
- B. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires Recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- C. If ground-disturbing activities occur during construction or demolition, Subrecipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
11. Equipment/Supplies – The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment, 200.314 Supplies, and must be in compliance with state laws and procedures.
12. Award Modifications
- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Award Modifications include:
- 1) Any revision which would result in the need for additional funding.
  - 2) Transfers between budget categories.
- B. The Subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

13. Appeals – You may submit an appeal on any item related to award assistance. Appeals must be submitted to the State Hazard Mitigation Manager within 90 days of the action which is being appealed.
14. Progress Reports
  - A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
  - B. The initial progress report will cover the period through June 30. It must be submitted no later than July 15, 2022.
  - C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
15. Interim Inspections – Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.
16. Project Closeout
  - A. When all work has been completed, you must notify your Hazard Mitigation Risk Reduction Specialist in writing to request project closeout.
  - B. A desk review will be conducted by your Hazard Mitigation Risk Reduction Specialist.
17. Audits – If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts  
Non-Profit and Local Government Audits  
270 Washington Street, SW, Room 1-156  
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the GEMA/HS Hazard Mitigation Program at (404) 635-7522 or 1-800-TRY-GEMA.

**EXHIBIT "E"**  
**Certification Regarding Drug Free Workplace Requirements**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

- A. The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient and Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about--
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Recipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**EXHIBIT "F"**

**CERTIFICATION REGARDING LOBBYING**  
**Certification For Contracts, Awards, Loans, and Cooperative Agreements**

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, award, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Subrecipient's Authorized Representative

\_\_\_\_\_  
Date

**EXHIBIT "G"**

**Certification of Safeguarding Duplication of Benefits Information**

The Subrecipient hereby agrees and warrants this Duplication of Benefits information is to be used for the sole purpose of applying for and administering Hazard Mitigation Grant Program funds. The Subrecipient hereby assures that all Duplication of Benefits information obtained from FEMA will be adequately safeguarded from improper disclosure, and confidentially maintained by the Subrecipient.

HMA funds cannot duplicate nor be duplicated by funds received by or available to Applicants, sub-applicants, or project participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject to litigation.

Individuals or entities must notify the Grantee and FEMA of all benefits that they receive or anticipate from other sources for the same purpose, and must seek all such benefits available to them. The total amount of eligible costs will be reduced by the amount of available benefits prior to calculating the required cost share. The cost share is based on the total eligible costs after DOB deductions have been made. Duplications may occur at any time; however FEMA must be reimbursed for benefits identified or received after an award.

**Exhibit "H"**

**DISCLOSURE AND CERTIFICATION OF FLOOD ASSISTANCE**

I/We \_\_\_\_\_ and \_\_\_\_\_ are voluntary participants in the City of Tybee Island Voluntary Elevation Program.

I/We understand that pursuant to the requirements of the Federal Emergency Management Agency (FEMA), the City of Tybee Island is required to deduct certain types of assistance which we have received for flood-related damage from the elevation price of my property.

I/We hereby certify that the following is a true and complete disclosure of flood-related assistance I/we received in the following categories:

1. FEMA Individual and Family Grant Program assistance for repairs to the Property: \$ \_\_\_\_\_
2. All flood insurance proceeds received after January 24, 2017: \$ \_\_\_\_\_
3. FEMA Minimal Repairs Assistance: \$ \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

**Exhibit "I"**

**RECORDED DEED RESTRICTION AMENDMENT**

The subrecipient (or property owner) must legally record a notice that includes the name of the current property owner (including book/page reference to record of the current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to made a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance.

**EXHIBIT "J"**

**SCOPE OF WORK**

*The City of Tybee Island, (Chatham County), GA elevation of twenty – two (22) of the proposed fifty (50) flood prone structures. All elevated structures will be constructed in accordance with ASCE-24-14, NFIP Standards in 44 CFR Part 60, and applicable local codes and standards.*

Shown below is the funding level and scope of work for the Hazard Mitigation Grant Program project for CITY OF TYBEE ISLAND. Any changes to this spreadsheet MUST RECEIVE PRIOR APPROVAL FROM GEMA/HS and will be maintained by GEMA/HS and shall supersede all previous versions.

Property	Pre-Award Costs	Engineering, Design & Permitting	Construction Costs	Project Management Costs	Total Project Costs	FEMA Share	State Share	Local Share
7 Wilson Avenue	\$3,600.00	\$9,859.00	\$123,240.00	\$6,162.00	\$142,861.00	\$107,145.75	\$14,286.10	\$21,429.15
24 Meddin Drive	\$3,600.00	\$13,104.00	\$163,800.00	\$8,190.00	\$188,694.00	\$141,520.50	\$18,869.40	\$28,304.10
113 Lewis Avenue	\$3,600.00	\$11,932.00	\$149,150.00	\$7,458.00	\$172,140.00	\$129,105.00	\$17,214.00	\$25,821.00
118 Lewis Avenue	\$3,600.00	\$10,111.00	\$126,390.00	\$6,320.00	\$146,421.00	\$109,815.75	\$14,642.10	\$21,963.15
1605A Chatham Avenue	\$3,600.00	\$10,060.00	\$125,750.00	\$6,288.00	\$145,698.00	\$109,273.50	\$14,569.80	\$21,854.70
1605D Chatham Avenue	\$3,600.00	\$10,576.00	\$132,200.00	\$6,610.00	\$152,986.00	\$114,739.50	\$15,298.60	\$22,947.90
1411 Jones Avenue	\$3,600.00	\$18,176.00	\$227,200.00	\$11,360.00	\$260,336.00	\$195,252.00	\$26,033.60	\$39,050.40
601 14th Street	\$3,600.00	\$7,288.00	\$91,100.00	\$4,555.00	\$106,543.00	\$79,907.25	\$10,654.30	\$15,981.45
1307 Jones Avenue	\$3,600.00	\$17,884.00	\$223,550.00	\$11,178.00	\$256,212.00	\$192,159.00	\$25,621.20	\$38,431.80
713 Jones Avenue	\$3,600.00	\$17,264.00	\$215,800.00	\$10,790.00	\$247,454.00	\$185,590.50	\$24,745.40	\$37,118.10
138 Lewis Avenue	\$3,600.00	\$9,338.00	\$116,730.00	\$5,837.00	\$135,505.00	\$101,628.75	\$13,550.50	\$20,325.75
140 Lewis Avenue	\$3,600.00	\$10,414.00	\$130,180.00	\$6,509.00	\$150,703.00	\$113,027.25	\$15,070.30	\$22,605.45
147 Lewis Avenue	\$3,600.00	\$8,604.00	\$107,550.00	\$5,378.00	\$125,132.00	\$93,849.00	\$12,513.20	\$18,769.80
154 Lewis Avenue	\$3,600.00	\$12,936.00	\$161,700.00	\$8,085.00	\$186,321.00	\$139,740.75	\$18,632.10	\$27,948.15
203 Miller Avenue	\$3,600.00	\$10,868.00	\$135,850.00	\$6,793.00	\$157,111.00	\$117,833.25	\$15,711.10	\$23,566.65
207 Miller Avenue	\$3,600.00	\$14,228.00	\$177,850.00	\$8,893.00	\$204,571.00	\$153,428.25	\$20,457.10	\$30,685.65
1013 Laurel Avenue	\$3,600.00	\$10,928.00	\$136,600.00	\$6,830.00	\$157,958.00	\$118,468.50	\$15,795.80	\$23,693.70
1102 Laurel Avenue	\$3,600.00	\$5,224.00	\$65,300.00	\$3,265.00	\$77,389.00	\$58,041.75	\$7,738.90	\$11,608.35
139 Lewis Avenue	\$3,600.00	\$11,444.00	\$143,050.00	\$7,153.00	\$165,247.00	\$123,935.25	\$16,524.70	\$24,787.05
829 1st Avenue	\$3,600.00	\$13,996.00	\$174,950.00	\$8,748.00	\$201,294.00	\$150,970.50	\$20,129.40	\$30,194.10
1014 Jones Avenue	\$3,600.00	\$18,656.00	\$233,200.00	\$11,660.00	\$267,116.00	\$200,337.00	\$26,711.60	\$40,067.40
1510 5th Avenue	\$3,600.00	\$22,596.00	\$282,450.00	\$14,123.00	\$322,769.00	\$242,076.75	\$32,276.90	\$48,415.35
<b>Total:</b>	<b>\$79,200.00</b>	<b>\$275,486.00</b>	<b>\$3,443,590.00</b>	<b>\$172,185.00</b>	<b>\$3,970,461.00</b>	<b>\$2,977,845.75</b>	<b>\$397,046.10</b>	<b>\$595,569.15</b>

**The following conditions apply:**

Special Conditions:

- Applicant must obtain floodplain permit or concurrence, as required by the applicable local floodplain ordinance from the local floodplain administrator before work begins.
- The subrecipient must comply with the conditions of the Georgia Coastal Management Program. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- Subrecipients must work with the Tybee Island Review Board and the Tybee Island



Historic Preservation Commission and obtain local approvals, permits or certifications prior to construction.

- Elevations must take into consideration guidance from the Secretary of the Interior's Standards for Historic Preservation Projects including Standards for Rehabilitation, and the Guidelines on Flooding Adaptation for Rehabilitating Historic Buildings.
- All elevations must meet applicable local codes and ordinances.
- Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
- All elevation plans must be presented to and approved by the Tybee Island Zoning Review Board.
- If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken.
- The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Georgia Department of Natural Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with. Georgia Code, Title 31, Section 31-21-6.

**Standard Conditions:**

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- For close-out of this project, the Governor's Authorized Representative shall send a letter of request to close the project programmatically and financially. The letter will include the following: the date work on the project was fully completed, the date of the Recipient's final site inspection for the project, the final total project cost and Federal share, any cost underrun, a certification that reported costs were incurred in the

performance of eligible work, that the approved work was completed, that the required programmatic, environmental, and any other conditions were met and that the mitigation measure is in compliance with the provisions of the Agreement Articles and this award letter.

- Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in noncompliance with the approved grant conditions.
- Section 206.438(d) of 44 CFR requires the GAR to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

**Programmatic Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State.

This project must adhere to all program guidelines established for the Hazard Mitigation Grant Program.

The City of Tybee Island agrees to record Deed Restriction Amendment within 14 days after settlement for each elevated property utilizing the model Deed Restriction Amendment shown in Exhibit “I” of this agreement.

The City of Tybee Island agrees to provide a Certificate of Occupancy for each structure in the project to certify that the structure is code-compliant.

The City of Tybee Island agrees to provide a copy of the recorded deed with restrictions for each property.

The City of Tybee Island agrees to provide certification by an engineer, floodplain manager, or senior local official that the completed structure is in compliance with the approved SOW, local ordinances, NFIP regulations, and technical bulletins.

The City of Tybee Island agrees to provide a Final Elevation Certificate (FEMA Form 81-31) for each structure to ensure the structure has been elevated to the approved SOW elevation.

Any property sold after application submission, April 11, 2018, must receive an updated signed Acknowledgement of Conditions for Mitigation of Property in SHFA Form by new homeowner(s) prior to beginning any construction activities.

**Special Environmental Conditions:**

**NHPA:** If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Georgia Department of Natural Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Georgia Code, Title 31, Section 31-21-6.

**NHPA:** Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, to initiation of any work, for compliance with Section 106.

**RCRA:** Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

**RCRA:** If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

**Standard Environmental Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EO 11988: The subrecipient must obtain floodplain permit or approval from the local floodplain administrator before work begins. A copy of the permit or correspondence must be submitted upon closeout.



**EXHIBIT "L"**  
**Federal Funding Accountability and Transparency Act Certification**

**In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.**

Sub-award Number:
Federal Agency Name: <b>Federal Emergency Management Agency</b>
CFDA Program Number and Program Title: <b>97.039 Hazard Mitigation Grant Program (HMGP)</b>
Sub-award Project Description: <b>City of Tybee Island Substantially Damaged Property Elevation The City of Tybee Island, (Chatham County), GA elevation of twenty – two (22) of the proposed fifty (50) flood prone structures.</b>

1. Sub-awardee DUNS Number \_\_\_\_\_
2. Sub-awardee Name \_\_\_\_\_
3. Sub-awardee DBA Name \_\_\_\_\_
4. Sub-awardee Address \_\_\_\_\_
5. If DBA, Sub-awardee Parent DUNS Number \_\_\_\_\_
6. Sub-award Principle Place of Project Performance \_\_\_\_\_
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, continue to question 8. If No, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, continue to question 9. If No, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, continue to question 9. If No, questionnaire is complete.

10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

1. \_\_\_\_\_ \$ \_\_\_\_\_
2. \_\_\_\_\_ \$ \_\_\_\_\_
3. \_\_\_\_\_ \$ \_\_\_\_\_
4. \_\_\_\_\_ \$ \_\_\_\_\_
5. \_\_\_\_\_ \$ \_\_\_\_\_

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This section is for use by the Georgia Emergency Management and Homeland Security Agency Only.**

Sub-award Obligation/Agency Name: \_\_\_\_\_

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Sub-award Obligation/Action Date: \_\_\_\_\_

**File Attachments for Item:**

13. First Reading, 2022-07, Sec 34-262, Eliminating mid-year Prorated STVR Regulatory Fees



ORDINANCE NO.: 2022-07

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND CONTAINED IN SECTION 34-262 ADDRESSING SHORT TERM RENTAL PROPERTIES REGULATORY FEES AND FOR OTHER PURPOSES INCLUDING THE ESTABLISHMENT OF AN EFFECTIVE DATE

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof; and

WHEREAS, the governing authority desires to adopt ordinances under its police and home rule powers; and

WHEREAS, to clarify circumstances when the regulatory fee is required for both initial and renewal applications; and

SECTION I

Section 34-262 is hereby amended to delete provisions in subsection (d) in its entirety and replace with the provision (d) below, delete the provisions in subsection (e) and note to be reserved as set forth below:

- (a) The short-term vacation rental application shall be accompanied by an initial regulatory fee and be subject to an annual fee every January 1 thereafter, as established by the mayor and city council.

An application, initial or renewal, is valid when completed and filed along with payment of the application regulatory fee set forth below. The fee shall be due January 1 of each year for short-term rental purposes and, if not paid within 90 days thereof, shall be subject to the delinquency and penalty provisions of section 58-163, as applicable, to occupation tax/business license provisions as well as the revocation of any right to use the unit for short-term rental purposes until payment of the penalties and fee. In addition to the regulatory fee license as specified herein, the applicant shall also pay the required occupation tax each year.

- (b) Each property or unit shall be issued a unique property identification number.
- (c) Failure to apply and/or identify as prescribed by this law will result in a fine of \$500.00 for each month that the unit continues to operate without compliance.
- (d) The annual identification of a unit and the regulatory fee are not transferrable.

- (e) In the event a property owner changes the management company it uses, the unit is to be re-identified by notice to the city.
- (f) Each applicant will pay a regulatory fee that is determined based upon the occupancy of the property to which the short-term rental application applies. Every applicant will pay a \$200.00 base fee unless the applicant is applying after July 1 in which case the base fee will be \$100.00 In addition to the base fee, each applicant will be responsible for an additional occupancy fee based upon the rental unit's occupancy. As part of the application, the applicant shall disclose the total occupancy for the rental unit. A fee will be charged for each person under the tiers below:

Total Occupancy of 1 – 5 persons - \$10.00 per person  
 Total Occupancy of 6 – 10 persons - \$15.00 per person  
 Total Occupancy of 10 or more - \$20.00 per person

**SECTION II**

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

**SECTION III**

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

**SECTION IV**

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

This Ordinance shall become effective on \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

ENACTED: \_\_\_\_\_

**File Attachments for Item:**

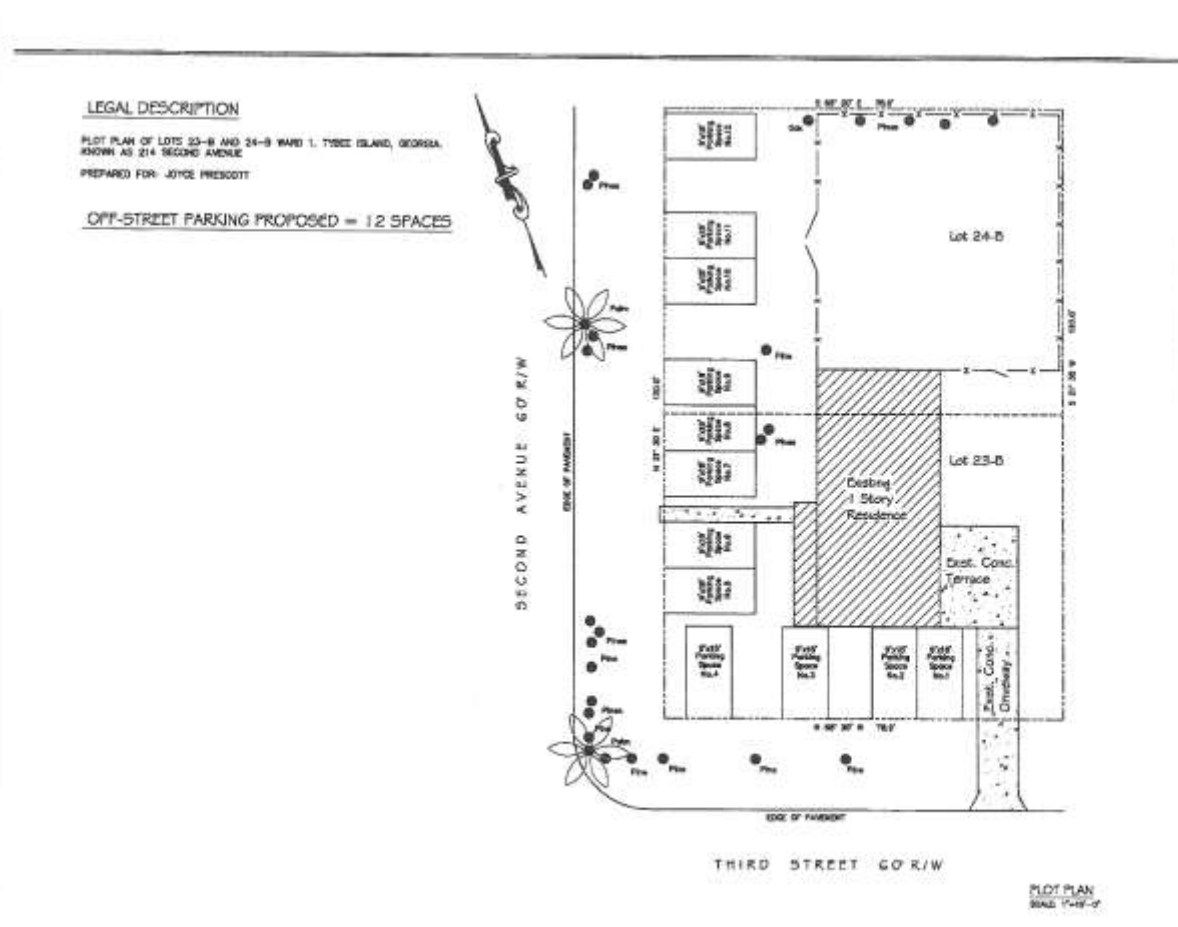
16. Monty Parks: Reconsideration of the Prescott Parking Lot

# Private Parking Lots

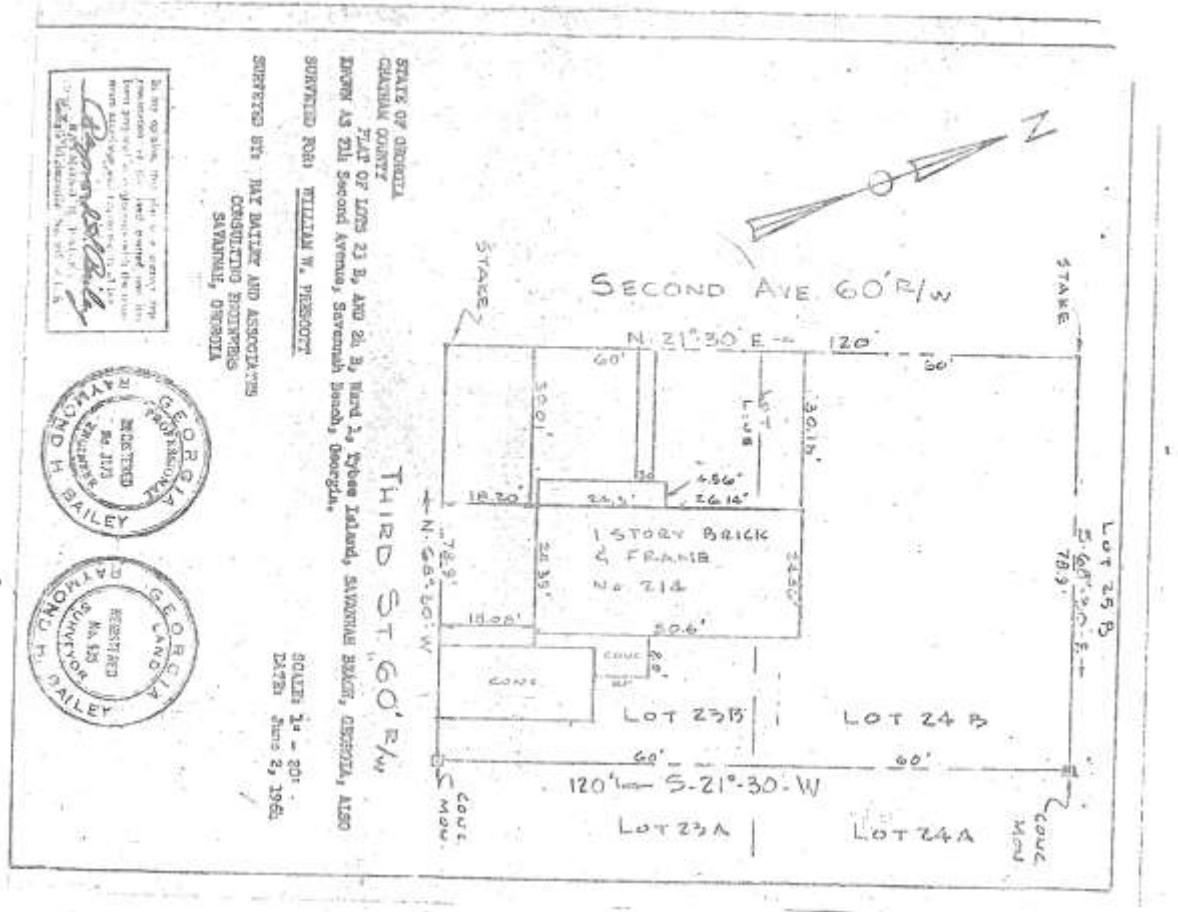
## PRIVATE PARKING LOTS

NAME	ADDRESS	LICENSE	YEARS	SURVEY/SITE PLAN	CITATIONS	INS	# SPACES	ZONE
BRAMBLE FAMILY PARKING	215 LOVELL AV	1785	2009-2021	YES	0	YES	13	R-2
RENEE G. BRIDGES PARKING	1001 BUTLER AV	1331	2006-2021	YES	0	YES	30	R-2
JOYCE PRESCOTT PARKING	214 2ND AV	2192	2011-2021	YES	1	YES	12	R-2
JACK ROSENBERG PARKING	203 14TH ST	2024	2010-2021	YES	1	YES	12	R-2
OCEAN PLAZA BEACH RESORT (PARKING)	1401 STRAND	1360	2006-2021	YES	0	YES	128	C-1
SUNRISE PARKING	1511 BUTLER AV	1287	2006-2021	YES	1	YES	39	C-1

# Joyce Prescott Parking



# Joyce Prescott parking



In the making this plat or survey the  
 provisions of the land granted me by  
 the State of Georgia, Chapter 11, Act  
 1878, and the provisions of the laws  
 relating to the same, have been  
 strictly observed, and the same are  
 true and correct to the best of my  
 knowledge and belief.  
 W. W. Prescott  
 Surveyor General, State of Georgia





## CITY OF TYBEE ISLAND BUSINESS LICENSE APPLICATION

<i>City of Tybee use only:</i>	
Date _____	
New _____	
Renewal _____	
License # <u>814</u>	

Business Name <u>PALMER PRESCOTT PARKING</u>			
Location <u>214/216 2<sup>nd</sup> AVE TYBEE ISLAND, GA. 31328</u>			
Mailing Address <u>P.O. BOX 33 TYBEE ISLAND, GA 31328</u>			
Phone <u>912-657-1546</u>		Email <u>P3UGA@COMCAST.NET</u>	
Federal ID # Or SSN # <u>254-06-4770</u>		Sales Tax ID _____	NAICS Code _____
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			
Names and Home Addresses of Owners, Partners or Corporate Officers			
Names	Home Address	City, State, Zip	Title

Describe the business you would like to license: PARKING

Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, include details)

NO

Any business that requires state licensing must present state license when applying.

It is the applicant's responsibility to ensure zoning conformance. If there is a question as to whether the location is zoned correctly please contact the City Marshal at 912-472-5098 or the Zoning Department at 912-472-5033. A schedule of regulatory fees is attached. Application for alcohol license requires a different form and city council approval. Application for live or recorded entertainment requires a separate form, annual review and city council approval.

Are you transporting your customers/clients as part of your business?(Land or Water) NO Any business that transports clients/customers must provide a proof of insurance, i.e. declaration page showing expiration date of policy.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

ROUTING	APPROVAL	BY	DATE	FEES
City Manager / Administrator	REQUIRED			1000 Occupational Tax 125.00
Zoning Approval	REQUIRED			9999 Administration Fee 10.00
Insurance Policy Required for \$ _____	YES or NO			\$100. Transportation Fee





License #: 874

### Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Tybee Island, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in O.C.G.A. Section 50-36-1, the undersigned applicant representing \_\_\_\_\_ (name of business), verifies one of the following with respect to my application for public benefit:

1)  I am a United States citizen.  
(document example: Driver's license, US Passport, US Military Card, etc.)

**OR**

2) \_\_\_\_\_ I am a legal permanent resident of the United States  
(document example: I-551 Permanent Resident Card, Certificate of Citizenship, etc.)

2) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_  
(document example: Temporary Resident Card; Employment Authorization Card, etc.)

- The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1-(e), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: \_\_\_\_\_

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

P. Palmer Prescott  
Signature of Applicant

5-2-22

Date  
P. PALMER PRESCOTT  
Printed Name

Sharon S. Shaver  
Notary Public, Chatham County, GA  
My Commission Expires December 4, 2023

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 2 DAY OF May, 2022  
Notary Public Sharon S. Shaver  
My Commission Expires: \_\_\_\_\_

PLEASE COMPLETE THIS AFFIDAVIT AND SUBMIT A COPY OF THE IDENTIFICATION DOCUMENT (front and back) PRESENT IN PERSON AT 403 BUTLER AVE OR FAX TO 912- 786-5832 OR E-MAIL TO: [SSHAYER@CITYOFTYBEE.ORG](mailto:SSHAYER@CITYOFTYBEE.ORG) . REFERENCE YOUR BUSINESS LICENSE NUMBER IN THE SUBJECT LINE OF YOUR E-MAIL. If fax or email this form, please have this form notarized prior to submitting it to The City of Tybee Island at [sshaver@cityoftybee.org](mailto:sshaver@cityoftybee.org) or 912 786-5832. The City of Tybee has a notary, if submitting in person.

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:*

MEMBER NO. 07024284 JOYCE PRESCOTT

HOMEOWNERS POLICY

RENEWAL DECLARATION \* EFFECTIVE 10/28/2021

MORTGAGEE WAS BILLED

THIS IS A CONTINUOUS RENEWAL POLICY

POLICY NUMBER	FROM	POLICY PERIOD	TO	COVERAGE IS PROVIDED IN THE	AGENCY
HP 0220656 25 05	10/28/21	10/28/22		GEORGIA FARM BUREAU MUTUAL INSURANCE COMPANY	07 025 02

NAMED INSURED AND ADDRESS

AGENT

JOYCE PRESCOTT

PO BOX 33  
TYBEE ISLAND GA 31328-0033

DIANNE M. RANDALL, LUTCF  
P.O. BOX 13127  
SAVANNAH, GA

PHONE NO 912-355-5659

31416

THE PREMISES COVERED BY THIS POLICY IS LOCATED  
216 2ND AVE TYBEE ISLAND GA 31328 CHATHAM.

RATING INFORMATION- INFLATION GUARD, BRICK VENEER, CONSTRUCTED IN 1964,  
PRIMARY RESIDENCE, TERRITORY 04, FEET FROM HYDRANT 1000,  
\$1000 SECTION I LOSS DEDUCTIBLE PER OCCURRENCE, 1 FAMILY, INSIDE CITY,  
ORDINANCE OR LAW COVERAGE,

COVERAGE AT THE ABOVE DESCRIBED LOCATION IS PROVIDED ONLY WHERE A LIMIT OF  
LIABILITY IS SHOWN OR A PREMIUM IS STATED

SECTION I COVERAGE	LIMIT OF LIABILITY	PREMIUMS
A. DWELLING	\$268,000	\$2,830.00
B. OTHER STRUCTURES	\$26,800	
C. PERSONAL PROPERTY	\$134,000	
D. LOSS OF USE	\$53,600	
SECTION II COVERAGE		
E. PERSONAL LIABILITY	\$300,000 EACH OCCURRENCE	
F. MEDICAL PAY. TO OTHERS -	\$1,000 EACH PERSON	\$6.00
TOTAL BASIC PREMIUM	- - - - -	\$2,836.00

-BILLING/REFUND STATEMENT-  
TOTAL PREMIUM.... \$2,836.00  
AMOUNT RECEIVED. \$2,923.00  
  
REFUND DUE..... \$87.00

POLICY - HP 0220656 2505 AGT 025 02 BILL MTG  
JOYCE PRESCOTT  
  
REFUND DUE \$87.00

IF YOU HAVE A QUESTION CONCERNING THIS BILLING,  
REFUND STATEMENT, CONTACT YOUR LOCAL AGENT.

MEMBER NO. 07024284 JOYCE PRESCOTT

HOMEOWNERS POLICY

RENEWAL DECLARATION \* EFFECTIVE 10/28/2021

MORTGAGEE WAS BILLED

THIS IS A CONTINUOUS RENEWAL POLICY

POLICY NUMBER	FROM	POLICY PERIOD	TO	COVERAGE IS PROVIDED IN THE	AGENCY
HP 0220656 25 05	10/28/21	10/28/22		GEORGIA FARM BUREAU MUTUAL INSURANCE COMPANY	07 025 02

NAMED INSURED AND ADDRESS

AGEN

JOYCE PRESCOTT

PO BOX 33

TYBEE ISLAND GA 31328-0033

DIANNE M. RANDALL, LUTCF  
P.O. BOX 13127  
SAVANNAH, GA

PHONE NO 912-355-5659

31416

TOTAL ANNUAL PREMIUM - - - - - \$2,836.00

POLICY PERIOD - 12:01 A.M. STANDARD TIME AT THE RESIDENCE PREMISES.

MORTGAGEE/LOSS PAYEE

TRUIST BANK ISAOA/ATIMA

#4001462912

PO BOX 7952

SPRINGFIELD OH

45501

FORMS AND ENDORSEMENTS - HO-3 06/08, HO-277 08/95, HO-500 04/85, HO-0101 07/19,  
HO-540 03/20, HO-593 03/13, HO-290 10/96, HO-216 04/84.

11/30/21  
DATE

NOTICE

If you have a claim, please contact us toll free at 1-855-432-2567.

Refunds will be mailed in a separate envelope.

To ensure continuous coverage, detach the billing stub from page one and promptly return with your check in the enclosed return envelope. Please remember to pay your membership dues promptly when billed to ensure that your insurance coverage is not interrupted. A valid GFB membership is required to participate in our Insurance Program.

Please notify your agent if there are mortgagee/loss payee changes.

MEMBER NO. 07024284 JOYCE PRESCOTT

HOMEOWNERS POLICY

RENEWAL DECLARATION \* EFFECTIVE 10/28/2021

MORTGAGEE WAS BILLED

THIS IS A CONTINUOUS RENEWAL POLICY

POLICY NUMBER	FROM	POLICY PERIOD	TO	COVERAGE IS PROVIDED IN THE	AGENCY
HP 0220656 25 05	10/28/21	10/28/22		GEORGIA FARM BUREAU MUTUAL INSURANCE COMPANY	07 025 02

NAMED INSURED AND ADDRESS

AGENT

JOYCE PRESCOTT

DIANNE M. RANDALL, LUTCF  
P.O. BOX 13127  
SAVANNAH, GA

PO BOX 33  
TYBEE ISLAND GA 31328-0033

PHONE NO 912-355-5659

31416

DESCRIPTION OF ENDORSEMENTS

PREMISES ALARM SYSTEM CREDIT  
FIRE OR SMOKE ALARM.

PERSONAL PROPERTY REPL COST

NOTICE

If you have a claim, please contact us toll free at 1-855-432-2567.

Refunds will be mailed in a separate envelope.

To ensure continuous coverage, detach the billing stub from page one and promptly return with your check in the enclosed return envelope. Please remember to pay your membership dues promptly when billed to ensure that your insurance coverage is not interrupted. A valid GFB membership is required to participate in our Insurance Program.

Please notify your agent if there are mortgagee/loss payee changes.



www.gfbinsurance.com

Georgia Farm Bureau Mutual Insurance Company  
Georgia Farm Bureau Casualty Insurance Company  
P.O. Box 7008 Macon, Georgia 31209-7008

## SPECIAL NOTICE

Always the Home Team™

HP 0220656 25 05  
JOYCE PRESCOTT

PO BOX 33  
TYBEE ISLAND GA 31328-0033

### Georgia Farm Bureau is online!

You may register to access your policy information at [www.gfbinsurance.com](http://www.gfbinsurance.com). Just click on "Sign In" then "Register". For your privacy, we are issuing a PIN that will give you access to all policies associated with your member number. Please have the following information available when registering:

Member Number: 07024284  
PIN: 13103965

### IMPORTANT

Please check the first page of your policy declaration for billing information.

### E-VERIFY AFFIDAVIT

#### For Employers with 10 or fewer employees

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

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

Executed on May 2, 2022 in Tybee Island (city), GA (state).

P. Palmer Prescott  
Printed Name of Exempt Private Employer

P. Palmer Prescott  
Signature of Exempt Private Employer or Authorized Officer or Agent

P. Palmer Prescott Parking  
Signature of Exempt Private Employer or Authorized Officer or Agent

Printed Name and Title of Person Executing Affidavit

#### For Employers with more than 10 employees

Private Employer Affidavit of Compliance Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (Four-Six numbers)

Date of Authorization

Name of Private Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sharon S. Shaver  
Notary Public, Chatham County, GA  
My Commission Expires December 4, 2023

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 2 DAY OF May, 20122  
Sharon S. Shaver  
NOTARY PUBLIC

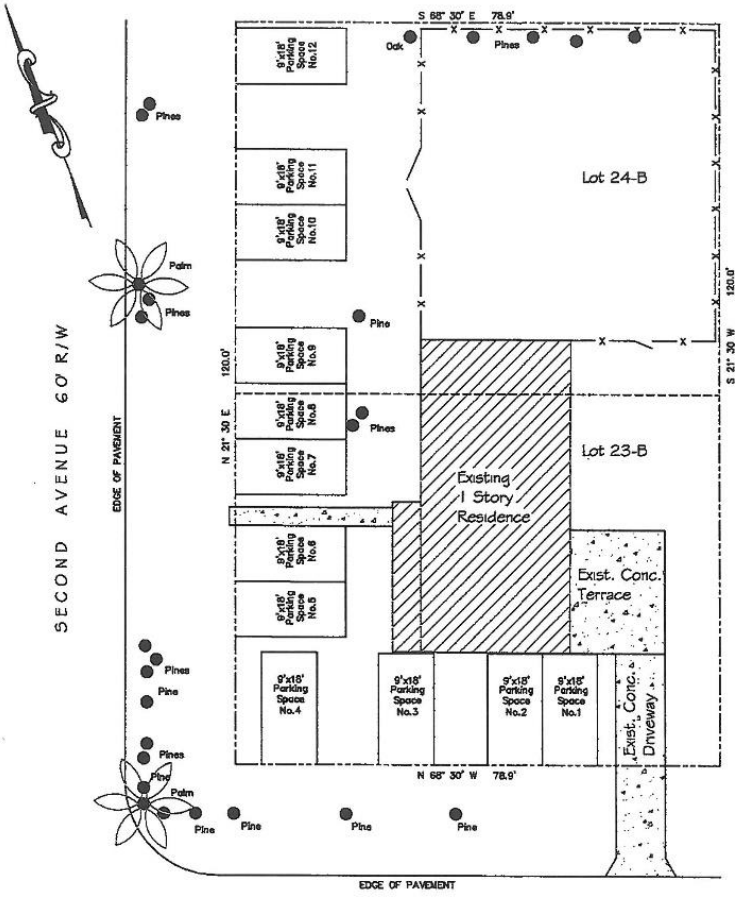
If fax or email this form, please have the forms notarized prior to submitting it to The City of Tybee Island at [sshaver@cityoftybee.org](mailto:sshaver@cityoftybee.org) or 912 786-5832. The City of Tybee has a notary, if submitting in person.

# PRESCOTT PARKING

LEGAL DESCRIPTION

PLOT PLAN OF LOTS 23-B AND 24-B WARD 1, TYBEE ISLAND, GEORGIA.  
 KNOWN AS 214 SECOND AVENUE  
 PREPARED FOR: JOYCE PRESCOTT

OFF-STREET PARKING PROPOSED = 12 SPACES



THIRD STREET 60' R/W

PLOT PLAN  
 SCALE: 1"=10'-0"

**File Attachments for Item:**

17. PC SYNOPSIS-MAY 16, 2022



**PLANNING COMMISSION**

Marie Gooding  
Susan Hill  
David McNaughton  
Elaine McGruder  
Whitley Reynolds  
Marie Rodriguez  
Martha Williams



**CITY MANAGER**  
Shawn Gillen

**COMMUNITY DEVELOPMENT DIRECTOR**  
George Shaw

**CITY ATTORNEY**  
Edward M. Hughes

**Planning Commission Meeting  
SYNOPSIS  
May 16, 2022**

**Vice Chair Elaine McGruder** called the May 16, 2022, Tybee Island Planning Commission meeting to order. Commissioners present were **Marie Gooding, Susan Hill, Whitley Reynolds, Marie Rodriguez** and **Martha Williams**. **Chair David McNaughton** was absent.

**Consideration of Minutes:**

**Vice Chair Elaine McGruder** asked for consideration of the March 21, 2022, meeting minutes. **Whitley Reynolds** made a motion to approve. **Marie Gooding** seconded. Vote was unanimous.

**Disclosures/Recusals:**

**Vice Chair Elaine McGruder** asked if there were any disclosures/recusals: **Susan Hill** stated she would like to disclose that the owners for item six were clients of hers that she helped purchase the house and she would like to recuse herself from that item. **Whitley Reynolds** disclosed that the survey used in item four is a survey he did fifteen years ago for someone else and he would have no problem voting on this item.

**Old Business:**

**Public Hearings:**

**George Shaw** addressed the audience and stated on the STVR discussion item the planning commission has been asked by City Council to look over the ordinance draft and see if there were any conflicts or changes to be made with the land development code. They have not been asked to vote on or make changes to the proposed ordinance draft. But anyone is welcome to speak.

**Site Plan approval: 101 Lovell Ave. – 40004 01015 – Zone C-2 – Emily Liebttag**

**Whitley Reynolds** made a motion to approve. **Marie Rodriguez** seconded. The motion to approve was unanimous 5-0.

**Variance: 6 Taylor St. – 40001 10009 – Zone R-1 – David Terry & Cheryl Thomas**

**Marie Gooding** made a motion to approve. **Whitley Reynolds** seconded. The vote to approve was unanimous 4-0. **Susan Hill** had recused herself from this vote.

**Site Plan approval with Variance: 2 8<sup>th</sup> Pl – 40006 02001 – Zone R-2 – Stephen Friedman**

**Whitley Reynolds** made a motion to approve. **Marie Rodriguez** seconded. The motion to approve was unanimous 5-0.

**Variance: 3 10th Place – 40006 18019 – Zone R-2 – Lisa Van Dusen**

**Whitley Reynolds** made a motion to approve. **Martha Williams** seconded. The motion to approve was unanimous 5-0.

**Variance: 10 11<sup>th</sup> Terrace – 4007 01019 – Zone R-2 – Chuck Moore**

**Whitley Reynolds** made a motion to approve. **Marie Rodriguez** seconded. The motion to approve was unanimous 5-0.

**Discussion item:**

**STVR amendment**

**Adjournment: 9:30pm**

*Lisa L. Schaaf*

DRAFT