

MAYOR
Jason Buelterman



CITY MANAGER
Dr. Shawn Gillen

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA **REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL** **February 28, 2019 at 6:30 PM**

Please silence all cell phones during Council Meetings

Consideration of Items for Consent Agenda 6:30PM

Executive Session

Opening Ceremonies

Call to Order
Invocation
Pledge of Allegiance

Recognitions and Proclamations

1. Employee Recognition

Kim Fickes	5 years	Campground
Kaitlyn Marlow	5 years	Municipal Court
Anthony Atkins	5 years	Police (CNT)
Eddie Dicus	5 years	Police
Antar Khaalis	5 years	Public Works
Bill Curry	10 years	Water Sewer
Ricky Goodman	10 years	Water Sewer
Stephanie Hogan	15 years	Finance
Pete Ryerson	15 years	Parking Services

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



Danny Carpenter 35 years Public Works

Employee of the Year: Anthony Errato – Police Department

Employee of the Quarter: Chris Epley – Fire Department

2. Maria Procopio - Marine Science Center Recognition

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

3. City Council Meeting Minutes, February 14, 2019
4. Special City Council Meeting Minutes, February 20, 2019

Consideration of Boards, Commissions and Committee Appointments

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

5. Courtney Reich - Carry Capacity Study Implementation Coastal Incentive Grant - Goodwyn Mills Cawood Ecological Planning Group

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

Consideration of Approval of Consent Agenda

Consideration of Local Requests & Applications – Funding, Special Events, Alcohol License

6. February 28, 2019 Council Agenda Items::

Tybee Wine Festival, April 25, Special Event-Liquor, Beer and Wine

Tybee Wine Festival, April 26, Special Event-Liquor, Beer and Wine

Tybee Wine Festival, April 27, Special Event-Liquor, Beer and Wine

7. February 28, 2019 Agenda Request

Agenda Request-Tybee Island Social Club-Alcohol and Entertainment License-Liquor
Beer Wine Sunday Sales Wine-Package

Consideration of Bids, Contracts, Agreements and Expenditures



- [8.](#) Memorandum of Agreement, Information Hut Partnership
- [9.](#) Unopened Rights-of-Way Motar Subdivision, Mark Boswell
- [10.](#) Unopened Rights-of-Way, Solomon Avenue and Polk Streets, Boswell/Rossehl
- [11.](#) Abandoned and unused Rights-of-Way, Solomon Avenue, Yellin
- [12.](#) Lease - Tybee Island YMCA
- [13.](#) The purpose of this agenda item is to acquire the City Council's approval to amend the SPLOST 2003 Capital Project Fund's fiscal year 2018-2019 budget by an increase of \$3,933,524, changing the budget from \$421,098.63 to \$4,354,622.63.
- [14.](#) The purpose of this agenda item is to present the City Council with cell tower lease proposal from T-Mobile to operate wireless cell phone\internet equipment from the 111 Butler Avenue water tower.
- [15.](#) Georgia Power Company Distributed Generation Agreement
- [16.](#) GCIC NCJ User Agreement

Consideration of Ordinances, Resolutions

- [17.](#) Resolution - SPLOST
- [18.](#) First Reading, 2019-03, Graffiti
- [19.](#) First Reading, 2019-04, Sec 22-36, Disorderly Household
- [20.](#) First Reading, 2019-06, Sec 6-5 and 6-6, Fingerprints
- [21.](#) First Reading, 2019-07, Sec 6-88, Application Required and Sec 6-89, Issuance

Council, Officials and City Attorney Considerations and Comments

- [22.](#) Bubba Hughes - Resolution - Charter Changes
23. Bubba Hughes - GCIC Agreement on Background Checks
24. Bubba Hughes - Pruet Anti Litem
- [25.](#) Bubba Hughes - Introduction 2019-02, Sec 42-66, Fireworks
- [26.](#) Bubba Hughes, Introduction, 2019-05, Sec 22-110 and 22-112, Noise
- [27.](#) Bubba Hughes - Horsepen Creek Road Settlement
28. Bubba Hughes - Builder's Risk Insurance for Marine Science Center



29. Jason Buelterman - Open access to northern most crossover

30. Barry Brown - Beach Ambassadors

31. Monty Parks - Recycling Update

[32.](#) George Shaw, Plat Review, 15 Meddin

[33.](#) Shawn Gillen

Agenda Request: Delegation of Marine Science Center Project change order approval to city manager.

Agenda Request: Update on USACE Beach Renourishment

Update on 2018 Beach Ambassador Season and Changes and Improvements to the program for 2019

Update on JC Park

Virtual Parking Permit Program

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.



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."



Backup material for agenda item:

1. Employee Recognition

Kim Fickes	5 years	Campground
Kaitlyn Marlow	5 years	Municipal Court
Anthony Atkins	5 years	Police (CNT)
Eddie Dicus	5 years	Police
Antar Khaalis	5 years	Public Works
Bill Curry	10 years	Water Sewer
Ricky Goodman	10 years	Water Sewer
Stephanie Hogan	15 years	Finance
Pete Ryerson	15 years	Parking Services
Danny Carpenter	35 years	Public Works

Employee of the Year: Anthony Errato – Police Department

Employee of the Quarter: Chris Epley – Fire Department



MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown Mayor pro tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER
Shawn Gillen

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Recognition for their years of service

Kim Fickes	5 years	Campground
Kaitlyn Marlow	5 years	Municipal Court
Anthony Atkins	5 years	Police (CNT)
Eddie Dicus	5 years	Police
Antar Khaalis	5 years	Public Works
Bill Curry	10 years	Water Sewer
Ricky Goodman	10 years	Water Sewer
Stephanie Hogan	15 years	Finance
Pete Ryerson	15 years	Parking Services
Danny Carpenter	35 years	Public Works

Employee of the Year: Anthony Errato – Police Department

Employee of the Quarter: Chris Epley – Fire Department

Backup material for agenda item:

3. City Council Meeting Minutes, February 14, 2019



Consideration of Items for Consent Agenda

Mayor Buelterman called the consent agenda to order at 6:30PM on February 14, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Barry Brown, and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; George Shaw, Director, Community Development; Angela Hudson, Finance Director; and Janet LeViner, Clerk of Council.

Mayor pro tem Brown listed the following items on the consent agenda:

- City Council Minutes, January 10, 2019
- Special City Council Meeting Minutes, January 16, 2019
- Special City Council Meeting Minutes, January 23, 2019
- The purpose of this agenda item is seek the City Council's approval to amend the General Fund fiscal year 2018-2019 operating and capital budget by increasing the budget by \$207,273 from \$13,761,695 to \$13,968,968
- To request that the City Council approve a budget amendment to the FY2019 Hotel Motel Excise Tax Special Revenue Fund by increasing the revenue and expenditures by \$62,000 from \$3,107,000 to \$3,169,000.
- Agreement with the City of Tybee Island for the Highway Median Improvements and Landscaping Project. **Discussion:** Dr. Gillen confirmed funding and the anticipated completion would be prior to Memorial Day.
- Intergovernmental Contract - Chatham County Recreation Authority
- Approve bid and award YMCA gym roof repairs to Metalcrafts. **Discussion: Mayor Buelterman** confirmed this is for replacement of the roof over the office and repairs for the remaining roof area. Ms. Hudson confirmed there is money in the budget for this work.
- Approve bids and authorize purchase of metal barricades and water filled barricades.
- Approve quotes and award Sewer Lift Station Repairs to Southern Civil, LLC
- Resolution - Chatham County Recreation Authority
- Amendment to Resolution Requesting Local Legislation to Update the Charter. **Discussion: Council** recommended Mr. Hughes amend the Resolution to reflect if there is more than one year left in the term of the outgoing council member, there will be a special election. If less than a year, it will be done by appointment. This will be consistent with State. Mr. Hughes confirmed.

Julie Livingston made a motion to adjourn to Executive Session to discuss litigation and personnel. **Monty Parks** seconded. Vote was unanimous, 5-0.

Monty Parks made a motion to adjourn to regular session. **Shirley Sessions** seconded. Vote was unanimous, 5-0.

Mayor Buelterman called the regular meeting to order at 7:00PM. All those present for the consent agenda were present.

Opening Ceremonies

- Call to Order
- Invocation: Jan LeViner, Clerk
- Pledge of Allegiance

Mayor Buelterman recognized Mr. Hughes as it is his 26 anniversary with the City.

Mayor Buelterman thanked all the citizens for their generosity in the recent fund drive for the Coast Guard. We were able to collect approximately \$35,000 which was distributed among the six Coast Guard units in Chatham County. Gift cards were also sent to the Coast Guard unit in Brunswick as they were also in need. **Barry Brown** also thanked the MRS, Rising Tyde Food Panty, citizens and visitors for everything they did.

Kathryn Williams and **George Spriggs** approached Mayor and Council. Mr. Spriggs stated the reason for their presentation is to explain their request for mitigation due to the business losses that were incurred after Hurricane Matthew and as a result of the City's effort to clean up and the utilization of the North Beach Parking Lot for debris deposit. He asked Mayor and Council to direct their attention to the monitor for his presentation. Pictures included mounds of debris collected from the Island. Mr. Spriggs stated they understand and understood at the time the necessity for using the area but feel the North Beach Grill was effected and their business was greatly impaired. This scenario went on from October 2016 to February 2017 and changes that went on during that time were air quality, noise from the trucks and smell. Mr. Spriggs discussed the loss of future bookings of the North Beach Grill as there was not a timetable in place as to when the debris would be gone. Hence, further monetary loss. They are hoping the City understands the situation and find merit in their petition. Ms. Livingston asked Ms. Williams if they have provided the City with their financial records from the year prior to Hurricane Matthew for a comparison. Ms. Williams responded they have never been requested. Ms. Livingston then asked Ms. Williams what were the working hours for the debris removal company. Ms. Williams responded they were trying to be respectful and were only working in the daylight hours. Ms. Sessions asked if she has compared her losses to other businesses on the Island. Ms. Williams stated no other restaurant was dealing with the situation but she was sure there was a decline in business but not impacted to the degree they were. Ms. Session asked for a timeline of their correspondence with the City. Ms. Williams stated almost immediately. Mr. Hughes stated he was not aware of any laws that justify a damage type claim against the City or a law site claim under circumstances like this. He has done extensive research and confirmed he cannot find anything. This is a unique situation. Mr. Hughes requested they supply him with a legal theory that would justify their claim. Ms. Session asked when the first lease was executed. Mr. Spriggs stated 2001 and expired after 15 years at which time a new lease was negotiated. Mayor Buelterman asked Mr. Hughes for his recommendation. Mr. Hughes responded he would like for their attorney to provide him with their version of the legal theory that would justify compensation. He continued, the amount of loss does not enter until there is a theory under which there could be potential exposure on the City's part. There was a discussion regarding the placement and removal of the debris and the repaving of the North Beach Parking Lot. All this continued to hamper their ability to operate their business. Ms. Williams and Mr. Spriggs thanked Mayor and Council for their consideration.

Jan Wills approached Mayor and Council to thank them for making the Zinnia the City flower.

Monty Parks made a motion to approve the consent agenda. **Julie Livingston** seconded. Vote was unanimous, 5-0.

Public Hearings

Text Amendment: Sec. 2-010 Terms & Definitions - Text Changes. **George Shaw** approached Mayor and Council. Mr. Shaw stated at a recent variance application it came to the attention of Staff and Planning Commission there are several elevators on the Island that open on to roof tops above 35' and this is not the intent of the ordinance. The only thing that can be above the 35' is the mechanics of the elevator. Minor changes have been made to the wording

and Planning Commission approved unanimously. Mr. Parks stated the concern was people were building decks around the entrance to the elevator and asked if the proposed text amendment would stop that. Mr. Shaw responded the City does not control if someone has a flat roof and uses the elevator at that level. **Monty Parks** made a motion to approve. **Julie Livingston** seconded. Vote was unanimous to approve, 5-0.

Mayor Buelterman asked Mr. Shaw at what point can Mayor and Council direct Planning Commission to look at solutions to prevent another large boat, such as the recent gambling boat, moor at Tybee Island. Mr. Shaw stated he will put that on an upcoming agenda to discuss uses for that District. He asked Mayor and Council to forward any recommendations to be presented to the Planning Commission.

Zoning Variance: Consideration Of Setback Encroachment- 701 Butler Avenue- Zone R-2- 4-0005-19-009- Lynn Moody. George Shaw approached Mayor and Council. Mr. Shaw stated Mr. Moody is asking for a variance for approximately a 5' front yard set-back variance and 5-6' side yard set-back variance to expand a porch on his home at 701 Butler Avenue. He stated the existing stairs extend somewhat into the front set-back and the house sits well within the set-backs. Mr. Shaw stated there is no hardship and Staff and Planning Commission unanimously recommend denial. Mr. Parks asked if the front steps are the only exit from the second floor. Mr. Shaw stated he believes there are interior stairs. Mayor pro tem Brown gave a brief history of the property as it is considered a Tybee Cottage. He feels the neighbors are not going to be effected by the variance and recommends approval. Ms. Livingston asked Mr. Shaw if the 200' Rule applies. Mr. Shaw responded that it applies to new development. There was a discussion regarding the interpretation of the Rule regarding new and old construction. Mayor Buelterman asked if there are issues with the line of sight. Mr. Shaw responded he visited the property and there is sufficient line of sight to traffic, both vehicular and foot. Mr. Parks recommended changing the ordinance so this would not be an issue in the future. Mayor pro tem Brown disagreed as each request needs to be looked at individually and treated on an individual basis. **Lynn Moody** approached Mayor and Council. He asked the Clerk to distribute a handout showing Sec 3-090. His interpretation of the 200' Rule pertains to both new and old construction. Mr. Moody stated their intention is to maintain the Tybee Cottage look with the addition. His family spends 80 – 90% of their time on the porch and this addition would expand their outdoor living experience. Ms. Livingston asked Mr. Moody if calculations have been done. Mr. Moody confirmed and as a result of his calculations, he would qualify for the 200' Rule. Ms. Livingston asked if he has those calculations with him. Mr. Moody responded no. Ms. Sessions asked if this is a short term rental. Mr. Moody stated no they are considered full time residents although he does have a Savannah address as his mail goes to his business address in Thunderbolt. Mayor Buelterman recommended Staff have clarification on exactly what the 200' Rule is as it pertains to new and old construction. Ms. Sessions would like quarterly joint meetings with the Planning Commission for continuity. Mr. Parks expressed his concerns that the Planning Commission was not provided the same information as Mayor and Council. Mr. Moody asked Mayor and Council to vote in the affirmative. **Barry Brown** made a motion to approve. **John Branigin** seconded. Voting in favor were John Branigin, Barry Brown and Shirley Sessions. Voting against was Monty Parks and Julie Livingston. Vote to approve, 3-2.

Consideration of Ordinances, Resolutions

Resolution - Hotel - Motel Resolution. John Branigin made a motion to approve. **Barry Brown** seconded. Vote was unanimous to approve, 5-0.

Julie Livingston made a motion to adjourn to executive session to discuss litigation and personnel. **Monty Parks** seconded. Vote was unanimous, 5-0.

Julie Livingston made a motion to return to regular session. **Shirley Sessions** seconded. Vote was unanimous, 5-0.

Mayor Buelterman called the meeting to order. Mr. Hughes stated in the absence of a threat of litigation he would like direction from Mayor and Council on how to proceed. Mr. Parks requested Mr. Hughes meet with Ms. Williams and Mr. Spriggs to discuss and bring back to Mayor and Council. Ms. Session recommended it would come back before Mayor and Council the second meeting in March. Mr. Hughes confirmed.

Julie Livingston made a motion to adjourn. **Barry Brown** seconded. Vote was unanimous, 5-0.

Meeting adjourned at 8:25.

Janet R. LeViner, CMC
Clerk

Jason Buelterman
Mayor

Backup material for agenda item:

4. Special City Council Meeting Minutes, February 20, 2019



MINUTES OF SPECIAL COUNCIL MEETING

A special meeting was held on February 20, 2019, at 4:00 p.m. pursuant to an appropriate call of Council. Present were: Jason Buelterman, Mayor, Barry Brown, Mayor Pro Tem, and Council Members Julie Livingston, Shirley Sessions, John Branigan and Monty Parks. Wanda Doyle was absent. City Manager, Shawn Gillen, was present, as well as City Attorney, Edward M. Hughes.

The sole item addressed was change order No. 1 in connection with the Marine Science Center project. The change order concerned the moving of a pole related to a weather monitoring device from the construction area.

A motion was made by Monty Parks and seconded by John Branigan and passed unanimously to approve the change order from West Construction in the amount of \$4,511.00 which will be charged to the contingency for this phase of the project.

Monty Parks made a motion to adjourn, which was seconded by John Branigan, and the meeting was adjourned.

572-1066

Backup material for agenda item:

5. Courtney Reich - Carry Capacity Study Implementation Coastal Incentive Grant - Goodwyn Mills Cawood Ecological Planning Group



MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

City Council Agenda Item Request

Agenda Item Requests must be submitted to the Clerk of Council by noon on Wednesday a week prior to the scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda. There is a three minute limit for all visitors.

Council Meeting Date for Request: 02/28/2019

Item: Discussion and Presentation

Explanation: Carrying Capacity Study Implementation Coastal Incentive Grant – Goodwyn Mills Cawood

Ecological Planning Group – Courtney Reich

Paper Work: YES Attached

 Audio/Video Presentation*

- **If applicable, a copy of the presentation / report must be submitted with this agenda request.**
- **If applicable, audio / video presentations must be submitted to the IT department at City Hall at least 48 hours prior to the meeting.**
- **Request will be postponed if necessary information is not provided.**

Submitted by: Lisa L. Schaaf

Phone / Email: Lschaaf@cityoftybee.org

Date given to Clerk of Council: 02/14/2019

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





Goodwyn Mills Cawood
Ecological Planning Group

January 29, 2019

35 Abercorn Street
Suite 210
Savannah, GA 31401

T (912) 655-6790

www.gmcnetwork.com
www.ecologicalplanning.net

MEMORANDUM

Background

Tybee Island received a Coastal Incentive Grant (CIG) in 2015 to perform a Carrying Capacity Study of the island to identify issues related to year-round and seasonal population density and its impact on island infrastructure and resources. This study resulted in the identification of a number of key issues related to population growth and seasonal population including: 1) Limits in the permitted water withdrawal from the Floridan Aquifer; 2) Significant increases in water withdrawal, wastewater discharge, and solid waste/litter generation during tourism season; 3) Effects of king tides and sea level rise on the stormwater drainage system; and 4) Development pressure in the R-2 zoning district, the highest density residential district which is also subject to king tide flooding. The overall approach recommended by the CCS was twofold:

- Make improvements to the City's existing infrastructure systems to provide additional capacity to accommodate growth in a more sustainable manner, and
- Identify ways to better manage future growth to limit stresses on infrastructure and impacts to the environment.

Tybee Island subsequently received a CIG in 2018 to implement several of the specific recommendations of Carrying Capacity Study, which included the following:

1. Perform a water & sewer rate study to address needed infrastructure improvements and "peak usage rates" to encourage water conservation during peak tourism season, and to prepare for future needed infrastructure investments.
2. Draft revisions to the City's code that will reduce stormwater impacts from new development.
3. Draft revisions to the City's code that will reduce the density and impact of future development and direct it away from areas of King Tide flooding.

EPG/GMC has worked with Tybee Island staff and the Masterplan Implementation Committee over the past year to identify opportunities to make amendments to the City's Zoning code to address the issues described above. The alternatives are presented below for your consideration:

Alternative #1: Potential Changes to the R-2 Schedule of Development Regulations (Sec 3-090)

The greatest opportunity for additional residential development on Tybee Island is within the R-2 Zoning Category. This category was initially established to allow for one and two-family residential development. Roughly 40% of the island is currently zoned R-2, much of which is currently developed as a single-family residential housing. However, the minimum lot size requirements to subdivide lots to build and develop multi-unit dwellings is reason for concern as it relates to increased residential density. Since most of the island has been developed, subdivision and subsequent development of existing single-family residential parcels presents the greatest opportunity for growth on the island. Recent development activity indicates that there is a growing trend in R-2 to tear down single-family structures, subdivide,



and build at higher densities, i.e. duplexes. This memo evaluates the lot sizes in the R-2 category and recommends potential changes in lot size requirements to reduce the future density in R2.

The schedule of development regulations (Sec 3-090) defines the allowable lot sizes for residentially zoned property in the City. The minimum lot size for development of a single-family dwelling unit is 4,500 square feet in the R-2 district. The minimum lot size for a two-family structure in this district is 6,750 square feet.

Properties currently located in the R-2 zoning district have been broken down into the following categories based on lot size:

- Less the 6,750 square feet. Parcels in this category could only be developed as single-family homes.
- 6,750 - 11,250 square feet. Parcels in this category could be developed as two-family residential, either as a duplex, or as two, single-family residential parcels (if over 9,000 square feet).
- 11,250 - 13,500 square feet. These parcels could be split and developed with one-single family and one, two-family structure.
- Over 13,500 square feet. Parcels that can be developed as two, two-family structures.

The following table summarizes the number of parcels and the potential units that could be developed within each of these categories:

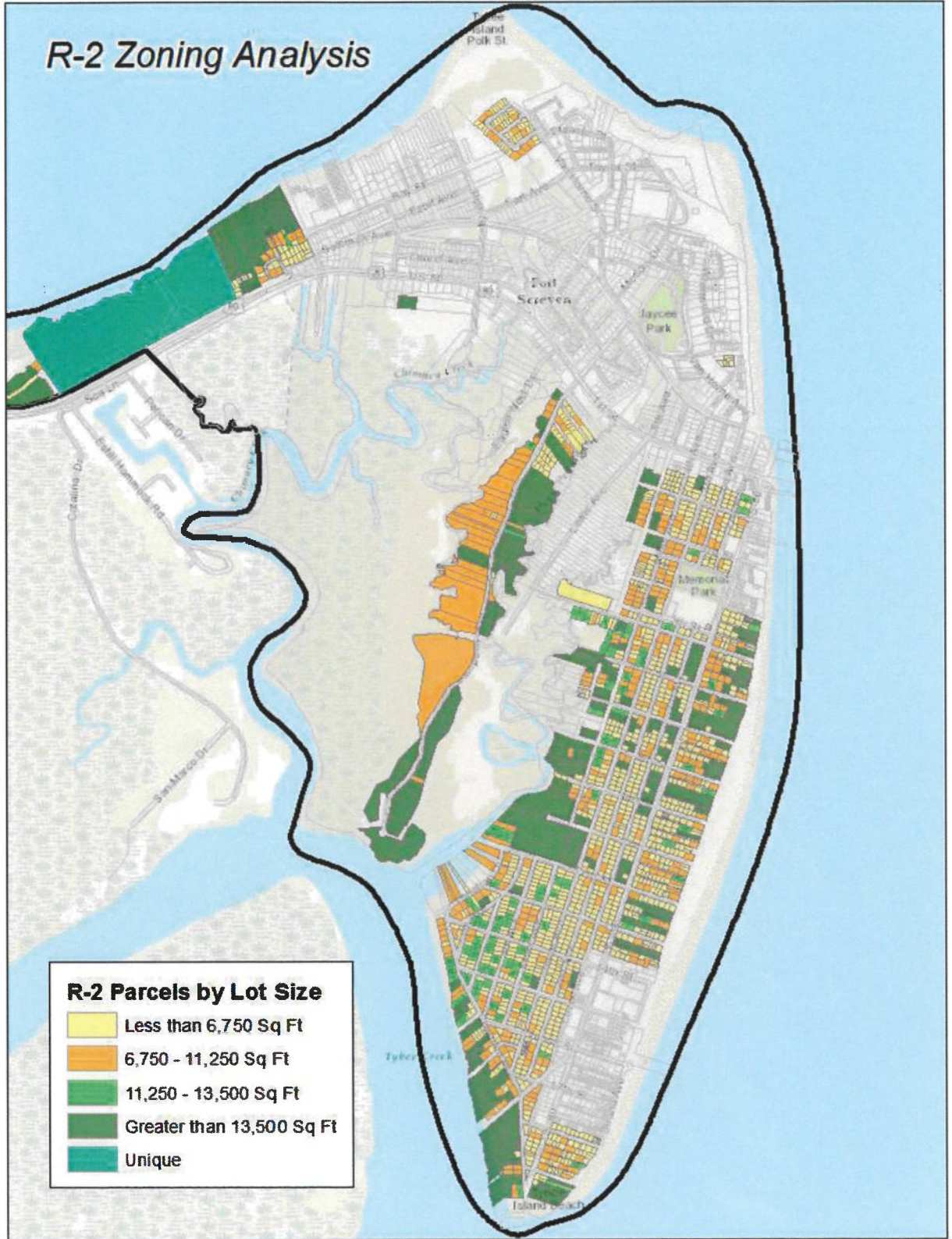
CURRENT	NUMBER OF PARCELS	POTENTIAL UNITS
LESS THAN 6,750 SQ FT	1097	1,097
6,750 - 11,250 SQ FT	310	620
11,250 - 13,500 SQ FT	94	282
GREATER THAN 13,500 SQ FT	240	960

Build-out based on the numbers above could generate 2,959 residential units. Based on the assumptions in the Carrying Capacity Study, we estimate that the future overnight population (both residents and short-term rental occupants) in this district, at full build-out, could be 11,363. It is important to consider that much of the R-2 district is in areas subject to storm surge and King tides. Additional density in this area puts the property at risk and also impacts Tybee's Emergency Response Operations as homes in this area are at a higher risk to experience flooding and require evacuation and/or rescue of inhabitants.

The maps on the following pages shows the breakdown of R-2 parcels on Tybee and also show the flood risk and extent of recent storm surge flooding.



R-2 Zoning Analysis



Tybee Island Flood Properties





In an effort to minimize the density of future residential development within areas of the City zoned R-2, we propose modifying the development regulations (Sec 3-090) by changing the minimum lot size requirements for two family from 6,750 square feet to 9,000 square feet.

Based on this change, R-2 properties would be broken down into the following categories:

- Less the 9,000 square feet. Parcels in this category could only be developed as single-family homes.
- 9,000 – 13,500 square feet. Parcels in this category could be developed as two-family residential, either as a duplex, or as two, single-family residential parcels.
- 13,500 – 18,000 square feet. These parcels could be split and developed with one-single family and one, two-family structure.
- Over 18,000 square feet. Parcels that can be developed as two, two-family structures.

The following table summarizes the number of parcels and potential units that could be developed within each of the proposed categories:

PROPOSED	NUMBER OF PARCELS	POTENTIAL UNITS
LESS THAN 9,000 SQ FT	1,300	1300
9,000 – 13,500 SQ FT	201	402
13,500 - 18,000 SQ FT	46	138
GREATER THAN 18,000 SQ FT	194	776

Build-out based on the modified R-2 schedule would generate 2,616 residential units which is 343 units less than the full build-out potential under the existing schedule.

The following table summarizes the number of parcels and the impact the proposed categories would have on existing parcels. This table also shows the number of properties currently undeveloped within each of the square footage ranges.

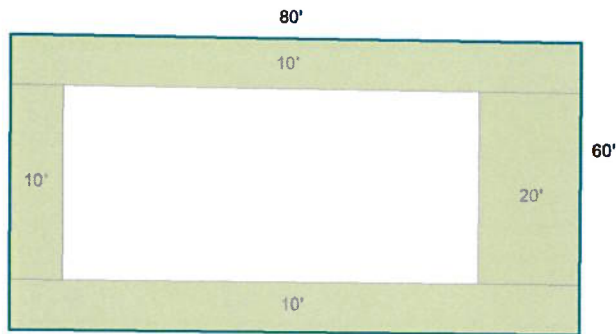
CURRENT	PARCELS	ASSESSMENT	LAND USE
LESS THAN 6,750	1097	No impact	
6,750-9,000	203	Existing allows 2 units Amended would allow 1 unit	30 currently coded as undeveloped
9,000-11,250	107	No impact	
11,250 - 13,500	94	Existing allows 3 units Amended would allow 2 units	23 currently coded as undeveloped
13,500-18,000	46	Existing allows 4 units Amended would allow 3 units	14 currently coded as undeveloped
GREATER THAN 18,000	194	No impact	

Alternative #2: Greenspace Requirements and Impervious Area Coverage

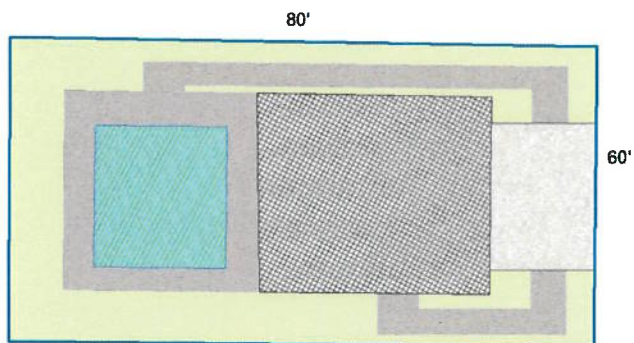
Impervious surface impedes the infiltration of rainfall and can result in stormwater flooding, particularly during high tide events, when the capacity of the stormwater drainage systems is extremely limited. The City of Tybee Island Land Development Code requires that all zoning districts maintain 65% of the designated setback area in a vegetative state (Sec 3-165), i.e. with no impervious surfaces. This section examines the R-2 zoning district in terms of setbacks and greenspace requirements to determine how much impervious area exists on a typical R-2 parcel. The average size of a parcel located in the R-2 district is 60 feet x 80 feet (4,800 square feet). The following setbacks are defined in section 3-090:

- Front = 20 feet
- Rear and Side = 10 feet

The figure below illustrates the lot size and setbacks for a subject parcel located in the R-2 district.



With a lot size of 4,800 square feet, 2,800 square feet (area based on setbacks) is subject to the greenspace requirements, which means that 1,820 square feet of this lot would be required to remain in a vegetative state. The illustration below shows what this lot could look like at build out based on the existing setbacks and greenspace requirements. Based on these calculations, 60% of the lot would be impervious.



Studies by the Center for Watershed Protection have shown that watersheds with total impervious coverage exceeding 10-20% can be impacted and those with total impervious surface coverage exceeding 30% are often degraded. Impervious area also creates hotter temperatures. Given the amount of king tide flooding that the Island already experiences, and the potential impacts of additional impervious surfaces related to new development, Tybee may wish consider increasing the amount of buffer that must remain in a vegetated state or decreasing the amount of future development allowed.

Alternative #3: Buildable Lot Area

The City may wish to consider adding a definition of “buildable area” to Section 2-010 – Terms and Definitions” in the Land Development Code.

The parcels outlined in red below illustrate situations that occur throughout the island where lots are made up of large areas of coastal marshland. Under the current code, this unusable area is included in determining the buildable area of a lot. The City should consider modifying the schedule in Sec 3-090 and utilize buildable area versus lot size.

Buildable Area: The contiguous area of upland soils designated for development on a lot. The area identified as coastal marshlands are excluded from the buildable area associated with a lot. Area subject to setbacks may be included when calculating buildable area.



Backup material for agenda item:

6. February 28, 2019 Council Agenda Items::

Tybee Wine Festival, April 25, Special Event-Liquor, Beer and Wine

Tybee Wine Festival, April 26, Special Event-Liquor, Beer and Wine

Tybee Wine Festival, April 27, Special Event-Liquor, Beer and Wine



MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: February 28, 2019

Item: Alcohol License Request: Special Event – Beer, Liquor and Wine – Tybee Wine Festival (Pickin’ and Shuckin’ with Beer and Bubbles)

Explanation: Location of Event: 10 Van Horne/Tybee Post Theater
Friday, April 26, 2019

Budget Line Item Number (if applicable): _____

Paper Work: X Attached*
 Audio/Video Presentation**

* **Electronic submissions are requested but not required. Please email to jleviner@cityoftybee.org.**

** **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

Submitted by: Sharon S. Shaver

Phone / Email: 472-5072 / sshaver@cityoftybee.org

Comments: _____

Date given to Clerk of Council February 21, 2019



CITY OF TYBEE ISLAND ALCOHOL LICENSE APPLICATION



Application is hereby made for a license to do business within the City of Tybee Island as a dealer in alcoholic beverages as indicated below:

LICENSE CLASSIFICATION	FEE	CHECK
Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited	\$ 350	
Retail Beer/Wine – Sale by Drink for Consumption on Premises Only	575	
Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited	850	
Retail Liquor – Sale by Drink for Consumption on Premises Only	1,250	
Retail Liquor – Sale by Package & Drink both in One Building under One Ownership	2,000	
Sunday Sales of Alcoholic Beverages	150	
Wholesale Beer	765	
Wholesale Liquor	1,500	
Wholesale Wine	150	
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300	
Special Event – Public or Private Property - Beer, Wine (no current license) per event	50	
Special Event – Public or Private Property - Beer, Wine (no current license) 3 days	100	
Special Event – Public or Private Property - Beer, Wine (holding current license) per event	10	
Special Event – Business Property – Beer, Wine, Liquor (no current license) per event	50	✓
Special Event – Business Property – Beer, Wine, Liquor (no current license) 3 days	100	
Special Event – Business Property – Beer, Wine, Liquor (holding current license) per event	10	

Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder and the applicant may be the manager of the business charged with the regular operation of said business on the premises for which the license is issued.

Business Name PICKIN' AND SHUCKIN' WITH BEER & BUBBLES
Tybee Post Theater 4/26/2019
 Location 10 Van Hornie Ave
 Mailing Address P.O. Box 2356 Tybee Island, GA 31328
 Phone 912-472-4796 Email MELISSA@tybeeposttheater.org
 Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business

Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>James Klutz</u>		<u>P.O. Box 629</u>	<u>Tybee Is, GA</u>	
<u>Keith Gay</u>		<u>P.O. Box 2841</u>	<u>Tybee Is.</u>	

Is business incorporated? Yes State of Incorporation GA Date Incorporated 2001
 Names of landlord of the business location Friends of Tybee Theater Address Theater Phone 912-472-4790
 What other business is conducted at this location? movie & performing arts
 Has application been made for required State and Federal Licenses? not yet
 Has applicant, any person connected with, or any person having an interest in this business:
 ever been convicted of any violation of law other than for a traffic violation? NO
 ever served time in prison or other correctional institution? NO
 ever had an alcohol beverage license suspended or revoked at any time in any location? NO
 (if answer is yes, give details) _____
 If this application is for RENEWAL of an existing license, enter License Number of existing license 0090231
 If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? — If yes, submit additional affidavit.

ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO ME TO BE TRUE UNDER PENALTY OF LAW.

Applicant Signature Melissa Date 3/14/19
 Sworn to and subscribed before me this 17 day of February 2019
 Notary Public Sharon S. Shaver

Approval	Signature	Date
City Manager		
Zoning		
Police		
City Council		

The CONSENT FORM is required for ALL alcohol license applications.

CONSENT FORM

I HEREBY AUTHORIZE THE TYBEE ISLAND POLICE DEPARTMENT TO REQUEST ANY CRIMINAL BACKGROUND HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY. BE IT FURTHER UNDERSTOOD THAT THE PURPOSE OF OBTAINING THIS INFORMATION IS TO SATISFY THE REQUIREMENTS SET FORTH BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND, REGARDING AN ALCOHOL BEVERAGE LICENSE APPLICATION.

Melissa Ann Turner F W
 FULL NAME (PRINT) SEX / RACE / DATE OF BIRTH

P.O. Box 1477 _____
 ADDRESS SOCIAL SECURITY NUMBER _____

Tybee Island, GA 4/13/19
 CITY, STATE, ZIP SIGNATURE DATE

31328

The ACKNOWLEDGEMENT is required for all LIQUOR BY THE DRINK alcohol license applications.

ACKNOWLEDGEMENT

I declare knowledge and understanding of Municipal Code Section 58-80: There is levied an excise tax on the sale of distilled spirits by the drink in the amount of three percent of the charge to the public for the beverage.

Melissa Turner 4/13/19
 SIGNATURE DATE

The AFFIDAVIT is required if SUNDAY SALES of alcohol for consumption on premises are contemplated. Food and beverage sales records prepared by a CPA are required to be furnished to the City upon request.

STATE OF GEORGIA
 COUNTY OF CHATHAM

CITY OF TYBEE ISLAND
AFFIDAVIT

I, Melissa Turner, do hereby make this affidavit to be part of my application for an alcohol beverage license in the City of Tybee Island to sell distilled spirits, malt beverages and/or wine for the consumption on the premises in my eating establishment on Sunday. Said establishment is located at _____, Tybee Island, Georgia.

I am the EXECUTIVE DIRECTOR of the establishment known as Tybee Post Theater.

I hereby further state that at least fifty percent (50%) of the total annual gross food and beverage sales are derived from the sale of prepared meals or food.

Melissa Turner 4/13/19
 SIGNATURE DATE

Approved X Denied _____

RJ Bury Chief of Police
2/13/2019 Date

No GEORGIA HISTORY 2-13-19 ps

MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER
Shawn Gillen
CLERK OF COUNCIL
Janet LeViner
CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: February 28, 2019

Item: Alcohol License Request: Special Event – Liquor, Beer and Wine – Tybee Wine Festival (Wine & Dine at the Deck)

Explanation: Location of Event: The Deck Beach Bar, 404 Butler Ave
Thursday, April 25, 2019

Budget Line Item Number (if applicable): _____

Paper Work: X Attached*
 Audio/Video Presentation**

- * **Electronic submissions are requested but not required. Please email to jleviner@cityoftybee.org.**
- ** **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

Submitted by: Sharon S. Shaver

Phone / Email: 472-5072 / sshaver@cityoftybee.org

Comments: _____

Date given to Clerk of Council February 21, 2019



CITY OF TYBEE ISLAND ALCOHOL LICENSE APPLICATION



Application is hereby made for a license to do business within the City of Tybee Island as a dealer in alcoholic beverages as indicated below:

LICENSE CLASSIFICATION	FEE	CHECK
Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited	\$ 350	
Retail Beer/Wine – Sale by Drink for Consumption on Premises Only	575	
Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited	850	
Retail Liquor – Sale by Drink for Consumption on Premises Only	1,250	
Retail Liquor – Sale by Package & Drink both in One Building under One Ownership	2,000	
Sunday Sales of Alcoholic Beverages	150	
Wholesale Beer	765	
Wholesale Liquor	1,500	
Wholesale Wine	150	
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300	
Special Event – Public or Private Property - Beer, Wine (no current license) per event	50	
Special Event – Public or Private Property - Beer, Wine (no current license) 3 days	100	
Special Event – Public or Private Property - Beer, Wine (holding current license) per event	10	
Special Event – Business Property – Beer, Wine, Liquor (no current license) per event	50	
Special Event – Business Property – Beer, Wine, Liquor (no current license) 3 days	100	
Special Event – Business Property – Beer, Wine, Liquor (holding current license) per event	10	<input checked="" type="checkbox"/>

Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder and the applicant may be the manager of the business charged with the regular operation of said business on the premises for which the license is issued.

Business Name Friends of the Tybee Theater, Inc
 Location The Deck Beach Bar / 404 Butler Ave
 Mailing Address Tybee Island, GA 31328
 Phone 912-472-4790 Email info@tybeetheater.org
 Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business

Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #

For Tybee Wine Festival, Thurs. 4/25/19
Wine & Dine at the Deck

Is business incorporated? yes State of Incorporation GA Date Incorporated 2001

Names of landlord of the business location _____ Address _____ Phone _____

What other business is conducted at this location? _____

Has application been made for required State and Federal Licenses? _____

Has applicant, any person connected with, or any person having an interest in this business:

- ever been convicted of any violation of law other than for a traffic violation? _____
- ever served time in prison or other correctional institution? _____
- ever had an alcohol beverage license suspended or revoked at any time in any location? _____

(if answer is yes, give details) _____

If this application is for RENEWAL of an existing license, enter License Number of existing license _____

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? _____ If yes, submit additional affidavit.

ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO ME TO BE TRUE UNDER PENALTY OF LAW.

Applicant Signature [Signature] Date 2/21/19

Sworn to and subscribed before me this 21 day of February 2019

Notary Public [Signature]

Approval	Signature	Date
City Manager		
Zoning		
Police		
City Council		

The CONSENT FORM is required for ALL alcohol license applications.

CONSENT FORM

I HEREBY AUTHORIZE THE TYBEE ISLAND POLICE DEPARTMENT TO REQUEST ANY CRIMINAL BACKGROUND HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY. BE IT FURTHER UNDERSTOOD THAT THE PURPOSE OF OBTAINING THIS INFORMATION IS TO SATISFY THE REQUIREMENTS SET FORTH BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND, REGARDING AN ALCOHOL BEVERAGE LICENSE APPLICATION.

Melissa Ann Turner
FULL NAME (PRINT)

F / W / _____
SEX / RACE / DATE OF BIRTH

P.O. Box 1477
ADDRESS

SOCIAL SECURITY NUMBER

Tybee Island, GA
CITY, STATE, ZIP 31328

[Signature] 2/13/19
SIGNATURE DATE

The ACKNOWLEDGEMENT is required for all LIQUOR BY THE DRINK alcohol license applications.

ACKNOWLEDGEMENT

I declare knowledge and understanding of Municipal Code Section 58-80: There is levied an excise tax on the sale of distilled spirits by the drink in the amount of three percent of the charge to the public for the beverage.

[Signature]
SIGNATURE

2/13/19
DATE

The AFFIDAVIT is required if SUNDAY SALES of alcohol for consumption on premises are contemplated. Food and beverage sales records prepared by a CPA are required to be furnished to the City upon request.

STATE OF GEORGIA
COUNTY OF CHATHAM

CITY OF TYBEE ISLAND AFFIDAVIT

I, Melissa Turner, do hereby make this affidavit to be part of my application for an alcohol beverage license in the City of Tybee Island to sell distilled spirits, malt beverages and/or wine for the consumption on the premises in my eating establishment on Sunday. Said establishment is located at _____, Tybee Island, Georgia.

I am the EXECUTIVE DIRECTOR of the establishment known as Tybee Post Theater.

I hereby further state that at least fifty percent (50%) of the total annual gross food and beverage sales are derived from the sale of prepared meals or food.

[Signature]
SIGNATURE

2/13/19
DATE

Approved X Denied _____

[Signature] Chief of Police
2/13/2019 Date

No GEORGIA HISTORY 2-13-19 ps

MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: February 28, 2019

Item: Alcohol License Request: Special Event – Beer, Wine, and Liquor – Tybee Wine Festival (The Grand Wine Tasting)

Explanation: Location of Event: 30 Meddin Drive/Tybee Light House
Saturday, April 27, 2019

Budget Line Item Number (if applicable): _____

Paper Work: X Attached*
 Audio/Video Presentation**

* **Electronic submissions are requested but not required. Please email to jleviner@cityoftybee.org.**

** **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

Submitted by: Sharon S. Shaver

Phone / Email: 472-5072 / sshaver@cityoftybee.org

Comments: _____

Date given to Clerk of Council February 21, 2019



CITY OF TYBEE ISLAND ALCOHOL LICENSE APPLICATION



Application is hereby made for a license to do business within the City of Tybee Island as a dealer in alcoholic beverages as indicated below:

LICENSE CLASSIFICATION	FEE	CHECK
Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited	\$ 350	
Retail Beer/Wine – Sale by Drink for Consumption on Premises Only	575	
Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited	850	
Retail Liquor – Sale by Drink for Consumption on Premises Only	1,250	
Retail Liquor – Sale by Package & Drink both in One Building under One Ownership	2,000	
Sunday Sales of Alcoholic Beverages	150	
Wholesale Beer	765	
Wholesale Liquor	1,500	
Wholesale Wine	150	
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300	
Special Event – Public or Private Property - Beer, Wine (no current license) per event	50	
Special Event – Public or Private Property - Beer, Wine (no current license) 3 days	100	
Special Event – Public or Private Property - Beer, Wine (holding current license) per event	10	
Special Event – Business Property – Beer, Wine, Liquor (no current license) per event	50	✓
Special Event – Business Property – Beer, Wine, Liquor (no current license) 3 days	100	
Special Event – Business Property – Beer, Wine, Liquor (holding current license) per event	10	

Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder or the applicant may be the manager of the business charged with the regular operation of said business on the premises for which the license is issued.

Business Name THE GRAND WINE TASTING Tybee Island LIGHT STATION for F011 #2712019

Location 303 Meddlin Drive

Mailing Address P.O. Box 2356, Tybee Island GA 31328

Phone 912-472-4790 Email melissa@TybeePostTheater.org

Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business				
Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>James Klutz</u>		<u>P.O. Box 629</u>	<u>Tybee Isc</u>	
<u>Keith Gay</u>		<u>P.O. Box 2841</u>	<u>Tybee Isc</u>	

Is business incorporated? YES State of Incorporation GA Date Incorporated 2001

Names of landlord of the business location Tybee Island Historical Society address 786-5801 Phone 786-5801

What other business is conducted at this location? lighthouse tour

Has application been made for required State and Federal Licenses? NOT YET

Has applicant, any person connected with, or any person having an interest in this business:

- ever been convicted of any violation of law other than for a traffic violation? NO
- ever served time in prison or other correctional institution? NO
- ever had an alcohol beverage license suspended or revoked at any time in any location? NO

(if answer is yes, give details) _____

If this application is for RENEWAL of an existing license, enter License Number of existing license _____

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? NO If yes, submit additional affidavit.

ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO ME TO BE TRUE UNDER PENALTY OF LAW.

Applicant Signature [Signature] Date 2/12/19

Sworn to and subscribed before me this 12 day of February 2019

Notary Public [Signature]

Approval	Signature	Date
City Manager		
Zoning		
Police		
City Council		

The CONSENT FORM is required for ALL alcohol license applications.

CONSENT FORM

I HEREBY AUTHORIZE THE TYBEE ISLAND POLICE DEPARTMENT TO REQUEST ANY CRIMINAL BACKGROUND HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY. BE IT FURTHER UNDERSTOOD THAT THE PURPOSE OF OBTAINING THIS INFORMATION IS TO SATISFY THE REQUIREMENTS SET FORTH BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND, REGARDING AN ALCOHOL BEVERAGE LICENSE APPLICATION.

Melissa Ann Turner F W
 FULL NAME (PRINT) SEX / RACE / DATE OF BIRTH

P.O. Box 1477 _____
 ADDRESS SOCIAL SECURITY NUMBER _____

Tybee Island, GA 4/13/19
 CITY, STATE, ZIP SIGNATURE DATE

31328

The ACKNOWLEDGEMENT is required for all LIQUOR BY THE DRINK alcohol license applications.

ACKNOWLEDGEMENT

I declare knowledge and understanding of Municipal Code Section 58-80: There is levied an excise tax on the sale of distilled spirits by the drink in the amount of three percent of the charge to the public for the beverage.

Melissa Turner 4/13/19
 SIGNATURE DATE

The AFFIDAVIT is required if SUNDAY SALES of alcohol for consumption on premises are contemplated. Food and beverage sales records prepared by a CPA are required to be furnished to the City upon request.

STATE OF GEORGIA
 COUNTY OF CHATHAM

CITY OF TYBEE ISLAND
AFFIDAVIT

I, Melissa Turner, do hereby make this affidavit to be part of my application for an alcohol beverage license in the City of Tybee Island to sell distilled spirits, malt beverages and/or wine for the consumption on the premises in my eating establishment on Sunday. Said establishment is located at _____, Tybee Island, Georgia.

I am the EXECUTIVE DIRECTOR of the establishment known as Tybee Pass Theater.

I hereby further state that at least fifty percent (50%) of the total annual gross food and beverage sales are derived from the sale of prepared meals or food.

Melissa Turner 4/13/19
 SIGNATURE DATE

Approved X Denied _____

RJ Bury Chief of Police
2/13/2019 Date

No GEORGIA HISTORY 2-13-19 ps

Backup material for agenda item:

7. February 28, 2019 Agenda Request

Agenda Request-Tybee Island Social Club-Alcohol and Entertainment License-Liquor
Beer Wine Sunday Sales Wine-Package



MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: February 28, 2019

Item: Alcohol and Entertainment License Request: Liquor/Beer/Wine/Sunday Sales; Wine: package sales;
Renewal-2019

Explanation: Tybee Island Social Club
1311 Butler Ave

Budget Line Item Number (if applicable): _____

Paper Work: X Attached*
 Audio/Video Presentation**

- * **Electronic submissions are requested but not required. Please email to jleviner@cityoftybee.org.**
- ** **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

Submitted by: Sharon S. Shaver

Phone / Email: 472-5072 / sshaver@cityoftybee.org

Comments: _____

Date given to Clerk of Council February 25, 2019

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





CITY OF TYBEE ISLAND BUSINESS LICENSE APPLICATION

Date <u>2-19-19</u>
New <input type="checkbox"/>
Renewal <input checked="" type="checkbox"/>
License # <u>0976</u>

Business Name <u>TREE ISLAND SOCIAL CLUBS</u>			
Location <u>1311 BUTLER AVE</u>			
Mailing Address <u>PO BOX 814</u>			
Phone <u>912 472 4044</u>	Email <u>sarah@tybeeislandsocialclub.com</u>		
Federal ID # <u>27-2480955</u>	Sales Tax ID	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation <u>LLC</u> Non-Profit Other: _____			
Names and Home Addresses of Owners, Partners or Corporate Officers			
Names	Home Address	City, State, Zip	Title
<u>KURTIS SCHUMM</u>	<u>1409 JONES AVE.</u>	<u>TYBEE GA GA 31728</u>	<u>OWNER</u>

Describe the business you would like to license:

RESTAURANT / BAR

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)

LOCAL ORDINANCE ALL HAS BEEN RESOLVED

Will your business require signage off premise? 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 912-786-4573 x.104. See the reverse side for further instructions and schedule of regulatory fees. Application for alcohol license requires a separate form and approval. Application for live entertainment requires annual view and approval.

Applicant Signature [Signature] Date FEB-19-19

Printed Name KURTIS SCHUMM

Received by [Signature] Date 2/19/19

ROUTING	APPROVAL	BY	DATE	FEES
City Manager / Administrator	REQUIRED			Occupational Tax 125.00
Zoning Approval	REQUIRED			Administration Fee 10.00
Health Dept Certificate Required	YES or NO			Signage
Fire Inspector Certificate Required	YES or NO			
Insurance Policy Required for \$	YES or NO			
Police Chief Recommendation Required	YES or NO			
City Council Approval Required	YES or NO			TOTAL DUE WITH APPLICATION
Reason for denial:				

403 Butler Avenue,
P.O. Box 2749,
Tybee Island,
Georgia 31328-2749
(912) 786-4573
FAX (912) 786-5832
www.cityoftybee.org

CITY OF TYBEE ISLAND ALCOHOL LICENSE APPLICATION



Application is hereby made for a license to do business within the City of Tybee Island as a dealer in alcoholic beverages as indicated below:

LICENSE CLASSIFICATION	FEE	CHECK
Retail Beer/Wine - Package Sales Only, Consumption on Premises Prohibited	\$ 350	
Retail Beer/Wine - Sale by Drink for Consumption on Premises Only	575	
Retail Liquor - Sale by Package Only, Consumption on Premises Prohibited	850	
Retail Liquor - Sale by Drink for Consumption on Premises Only	1,250	
Retail Liquor - Sale by Package & Drink both in One Building under One Ownership	2,000	<input checked="" type="checkbox"/>
Sunday Sales - Sale by Drink for Consumption on Premises Only	150	<input checked="" type="checkbox"/>
Sunday Sales - Package Sales Only	50	
Wholesale Beer	765	
Wholesale Liquor	1,500	
Wholesale Wine	150	
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300	
Special Event - Public or Private Property - Beer, Wine (no current license) per event	50	
Special Event - Public or Private Property - Beer, Wine (no current license) 3 days	100	
Special Event - Public or Private Property - Beer, Wine (holding current license) per event	10	
Special Event - Business Property - Beer, Wine, Liquor (no current license) per event	50	
Special Event - Business Property - Beer, Wine, Liquor (no current license) 3 days	100	
Special Event - Business Property - Beer, Wine, Liquor (holding current license) per event	10	

Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder or the applicant may be the manager of the business charged with the regular operation of said business on the premises for which the license is issued.

Business Name TYBEE ISLAND SOCIAL CLUB

Location 1311 BIKLER AVE

Mailing Address PO BOX 814

Phone 912 472 4044 Email sarah@tybeeislandsocialclub.com

Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business

Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>KURTIS SCHUMM</u>		<u>1401 JONES AVE</u>	<u>TYBEE 31328</u>	

If special event, date(s) of event _____ Name of event: _____

Is business incorporated? yes State of Incorporation GA Date Incorporated 2010

Names of landlord of the business location Jim Sheffield Address 10 Bradley Pines Dr. Phone _____

What other business is conducted at this location? RESTAURANT / BAR

Has application been made for required State and Federal Licenses? yes

Has applicant, any person connected with, or any person having an interest in this business:

- o ever been convicted of any violation of law other than for a traffic violation? NO
- o ever served time in prison or other correctional institution? NO
- o ever had an alcohol beverage license suspended or revoked at any time in any location? NO

(if answer is yes, give details) _____

If this application is for RENEWAL of an existing license, enter License Number of existing license _____

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? yes If yes, submit additional affidavit.

ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO ME TO BE TRUE UNDER PENALTY OF LAW.

Applicant Signature [Signature] Date FEB-19-17

Sworn to and subscribed before me this 19 day of February 2017

[Signature]
Notary Public

Approval	Signature	Date
City Manager		
Zoning		
Police		
City Council		

SHARON S. SHAVER
Notary Public, Chatham County, GA
My Commission Expires Dec. 5, 2019



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Business Name <u>TYBEE ISLAND SOCIAL CLUB</u>			
Location <u>1311 BUTLER AVE</u>			
Mailing Address <u>PO BOX 814 TYBEE ISL. GA 31328</u>			
Phone <u>912.472.4044</u>		Email <u>sarah@tybeeislandsocialclub.com</u>	
Federal ID # <u>27-2480955</u>		Sales Tax ID #	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation <u>(LLC)</u> Non-Profit Other: _____			
Names and Home Addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>KURTIS SCHUMM</u>	<u>1409 JONES AVE</u>	<u>TYBEE ISL. GA 31328</u>	<u>OWNER</u>

- An establishment desiring to provide live or recorded amplified music for the entertainment of its customers shall obtain an entertainment license from the City.
- The annual fee shall be \$50.00.
- This license is renewable on an annual basis on or before each December 31. A late penalty of 10% shall be assessed for a license payment made after April 1.
- An establishment is exempted from the requirements of this section if the amplified recorded sound derives exclusively from either a jukebox, a radio, or a digital music system supplied to the premises by a cable television company under the franchise of the City.

Nature of any and all commercial activities conducted at the location:
RESTAURANT / BAR

Proposed hours of operation:
SN SAT 7 DAYS LUNCH / DINNER

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
MANAGEMENT CHECKLIST OF NOISE & GROUND S

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>KURTIS SCHUMM</u>	Physical Address <u>1409 JONES AVE</u>	Phone <u>270.952.3474</u>
---------------------------	--	---------------------------

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, list details below)
LOCAL ORDINANCE - ALL HAS BEEN RESOLVED

Applicant Signature [Signature] Date FEB 19 19

Printed Name KURTIS SCHUMM

Received by [Signature] Date 2-19-19

ROUTING	APPROVE OR DENY	BY	DATE	FEE
City Manager				9926 Entertainment License 50.00
Zoning Administrator				
City Council				

Reason for denial:

Backup material for agenda item:

8. Memorandum of Agreement, Information Hut Partnership





A Classic Main Street Community

PARTIES: City of Tybee Island;
Visit Tybee, a division of the Savannah Area
Chamber of Commerce

SERVICE: Tybee Island Information (Info) Hut Partnership

TERM: May 24, 2019 to September 2, 2019

MEMORANDUM OF AGREEMENT

This Agreement, entered into this ___ day of _____, 2019 serves to be representative of a partnership between the City of Tybee Island (City) and Visit Tybee (DMO), a division of the Savannah Area Chamber of Commerce, for services at the Info Hut.

WITNESSETH

In consideration of the mutual understanding contained herein, the Parties hereby agree to the following for the 2019 spring and summer season:

1. The DMO will be responsible for:
 - a. providing staffing (hiring, training and managing) during the 2019 spring and summer season.
 - i. staff coverage (if sufficiently secured) will be approximately 11am – 4pm Thursday thru Sunday.
 - ii. staff will consist of part-time staff operating on a shift-work schedule.
 - iii. if sufficient staffing is not secured, Visit Tybee will notify the City prior to May 1.
 - b. providing general liability insurance for Info Hut staff.
 - c. providing information to the public specific to Tybee Island, local businesses and events, during hours of operation.
 - d. providing a monthly e-report to the city’s Development Authority/Main Street staff person regarding estimated number of people served, a breakdown of which states people were from, and top five asked questions (as time permits).
2. The City will be responsible for:
 - a. ensuring the exterior and interior (including air conditioning unit and refrigerator) of the Info Hut is appropriately maintained.
 - b. providing information for posting at the Info Hut via the Development Authority/Main Street Program.
 - i. information will include answers to frequently asked questions.
 - c. providing assistance to the Info Hut staff as necessary from the city’s Development Authority/Main Street staff.
 - d. providing electricity to the Info Hut as available.
 - e. posting contact information at the Info Hut for the Visit Tybee staff and public.
 - f. providing space for the informational map (provided in 2016) of Tybee Island to be posted at the Info Hut.
 - g. providing seasonal complementary parking passes for Info Hut staff.
 - i. tag registration information will be required to be provided prior to May 13.
 - h. providing one parking space near the Info Hut, which will be designated by a sign, during times of Info Hut staff coverage (availability not guaranteed).

Signatures provided below by involved Parties constitutes mutual acceptance of this Agreement*.

Jason Buelterman, Mayor
City of Tybee Island

Date

Sara Lane, Executive Director
Visit Tybee

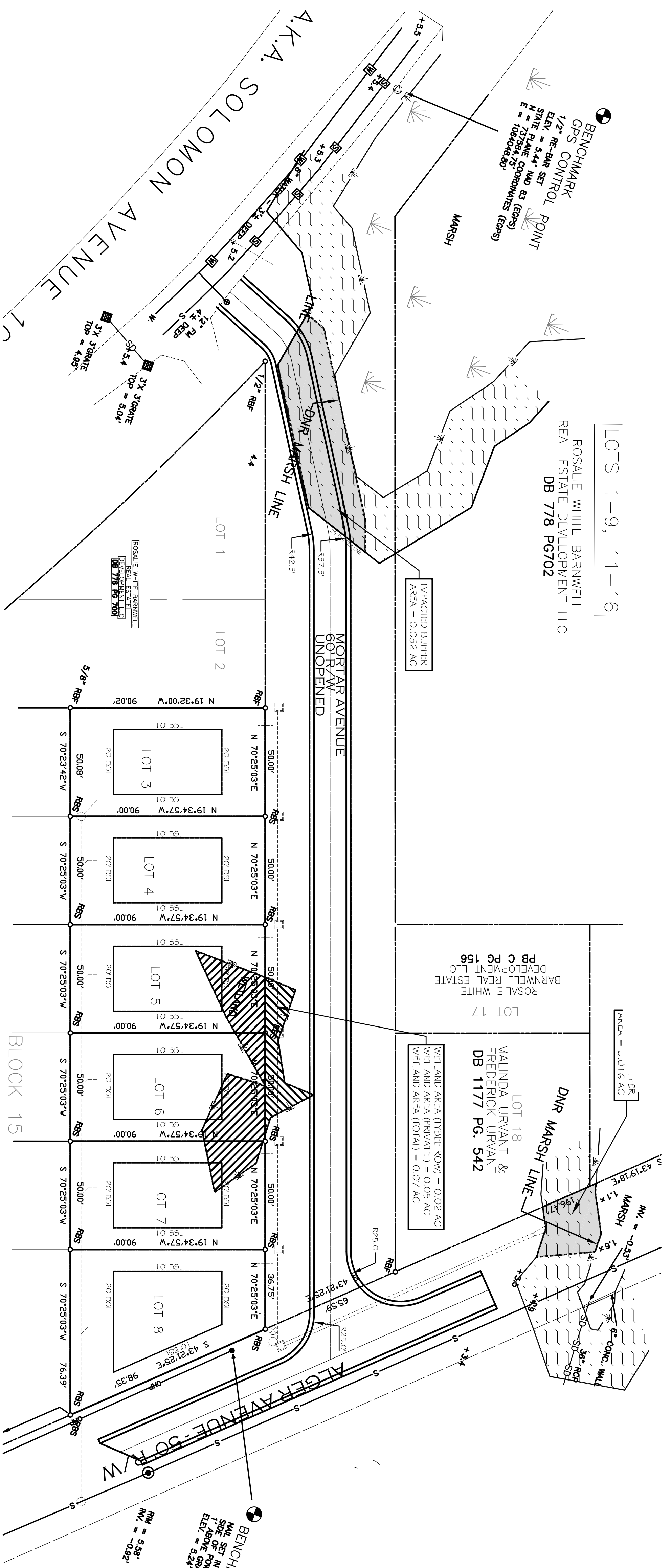
Date

* Agreement contingent upon availability of staffing by Visit Tybee.

Backup material for agenda item:

9. Unopened Rights-of-Way Motar Subdivision, Mark Boswell





STAKING AND SIGNING PLAN

LOTS 1-9, 11-16

ROSALIE WHITE BARNWELL REAL ESTATE DEVELOPMENT LLC
DB 778 PG 702

ROSALIE WHITE BARNWELL REAL ESTATE DEVELOPMENT LLC
DB 1177 PG. 542

MALINDA URYANT & FREDERICK URYANT
DB 1177 PG. 542

STOP SIGN AND STOP BAR INSTALLATION NOTES:

1. STOP SIGNS ARE TO BE WHITE, 24" WIDE x 12" LONG, INSTALLED 6'-0" FROM THE INTERSECTING ROAD PAVEMENT EDGE AS PER MUTCD 3B.16.
2. STOP SIGNS ARE TO BE INSTALLED ALIGNED WITH THE STOP BARS AS PER MUTCD 3B.16.

PAVEMENT MARKING NOTES:

1. ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DESIGN (MUTCD).

STREAM BUFFER ENCROACHMENT NOTES:

1. NEW STRUCTURES ON THIS PROJECT DO NOT ENCRUCH IN THE 25 OR 50 FOOT STREAM BUFFER.
2. NON-BENEFIT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50 FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WESTED VEGETATION BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

GREENSPACE CALCULATIONS:

TOTAL SITE = 3.87 AC
PAVING / BUILDING ETC. = 2.08 AC
GREENSPACE = 1.79 AC
GREENSPACE = 46% GREENSPACE
3.87 AC

PAVING MARKING NOTES:

1. INSTALL RAISED PAVEMENT MARKING WHERE REQUIRED AS PER THE D.O.T.
2. STRIPING LAYOUT, COLOR, TYPE AND INSTALLATION TO BE AS PER THE D.O.T.'S LATEST SPECIFICATIONS AND PRACTICES.

SPECIAL SIGNAGE AND STRIPING NOTES:

1. STOP SIGNS SHALL BE HIGH INTENSITY OR DIAMOND GRADE.
2. PAVEMENT MARKINGS ARE TO BE THERMOPLASTIC.

FEMA MAP NOTES:

1. THIS DEVELOPMENT IS WITHIN FLOOD ZONE AREA XE-9F ACCORDING TO F.I.R.M. COMMUNITY PANEL NUMBER 1309 (5/01/15). XE-9F IS A 1% ANNUAL FLOOD ZONE.
2. THIS SITE IS IN ZONE XE-9F AND IS LOCATED WITHIN THE 100-YEAR FLOOD ZONE.
3. CONTRACTOR IS TO VERIFY FEMA ELEVATIONS PRIOR TO ANY CONSTRUCTION ACTIVITIES.

TRAFFIC / RIGHT-OF-WAY AND DISCHARGE NOTES:

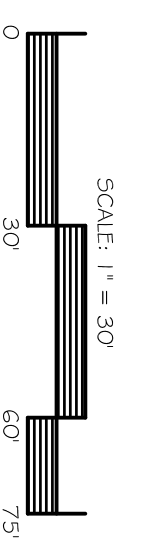
1. ALL ROAD CLOSINGS, DETOURS AND ETC. ARE TO BE COORDINATED WITH TRAFFIC ISLAND PERSONNEL.
2. ANY AND ALL NECESSARY PERMITS MUST BE OBTAINED FROM TRAFFIC ISLAND PERSONNEL TO COMMENCEMENT OF ANY WORK.
3. CONTRACTOR IS TO OBTAIN A R.O.W. PERMIT PRIOR TO PERFORMING ANY WORK WITHIN TRAFFIC ISLAND RIGHT OF WAY.
4. CHLORINATED DISINFECTED WATER SHALL NOT BE DISCHARGED INTO THE STORMWATER SYSTEM.

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMAL OF FEET UNLESS NOTED OTHERWISE.
2. LIMITS OF CLEARING AND GRUBBING SHALL MATCH THE PROPERTY LINE REQUIREMENTS AS SHOWN ON THE PLANS. COORDINATE ALL CLEARING ACTIVITIES WITH THE SUBMITTALS.
3. ALL COORDINATES AND BEARINGS SHOWN ARE BASED ON A SITE CONTROL POINT. CONTRACTOR SHALL VERIFY FROM TO THE START OF CONSTRUCTION.
4. BENCHMARKS SHALL BE VERIFIED BY THE CONTRACTOR AS TO LOCATION AND ELEVATION FROM TO THE START OF CONSTRUCTION.
5. ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED.
6. CONTRACTOR SHALL VERIFY THAT OVERALL SITE DIMENSIONS AGREE WITH THE INDEPENDENT LAYOUT DIMENSIONS AS SHOWN. ANY DISCREPANCIES WITH DIMENSIONS AND COORDINATES OR PROPERTY LINES SHALL BE RESOLVED AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING HORIZONTAL AND VERTICAL CONTROL ON THE SITE BASED ON ENGINEERING KNOWLEDGE. ALL COSTS INVOLVED IN SITE CONTROL SHALL BE BORNE BY THE CONTRACTOR.
8. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO ANY DAMAGE FROM TO EXISTING UTILITIES SHALL BE REMOVED AT THE EXPENSE OF THE CONTRACTOR TO REPAIRING UTILITIES SHALL BE REMOVED AT THE EXPENSE OF THE CONTRACTOR.
9. CONTRACTOR TO VERIFY ACTUAL BUILDING DIMENSIONS WITH ARCH. PLANS.
10. ALL UTILITIES ARE 5' UNLESS OTHERWISE NOTED.

SPECIAL CONSTRUCTION NOTE:

IF THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO HAVE KNOW OF AN ERROR, OMISSION, OR INCONSISTENCY IN THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT THE PROBLEM PRIOR TO CONSTRUCTION. HE SHALL NOT BE ENTITLED TO COMPENSATION FOR ANY WORK OR EXPENSE INCURRED BY HIM FOR WORK REQUIRED TO BE RE-CONSTRUCTED BECAUSE OF SUCH ERROR, OMISSION OR INCONSISTENCY.



REVISIONS

BOSWELL DESIGN SERVICES, INC.

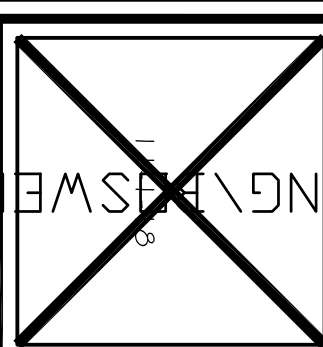
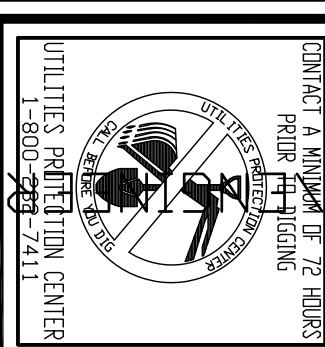
OFFICE : 4700 EAST HIGHWAY 80, SUITE 1
MAILING : 103 NASSAU DRIVE
SAVANNAH, GEORGIA 31410
912 - 897 - 6932
LAHBOS@Bellsouth.net

DESIGNED	DRAWN	CHECKED
---	MAB	---
DATE : November 1, 2018	JOB NO. : ---	SCALE: as shown

MORTAR AVENUE SUBDIVISION
MORTAR AVENUE
TYBEE ISLAND, GEORGIA

CHRIS KONCUL CONSTRUCTION
SAVANNAH, GEORGIA

STAKING AND SIGNING PLAN



DRAWING NUMBER
CS4

4 OF 24 SHEETS

Jan LeViner

From: George Shaw
Sent: Friday, February 15, 2019 10:11 AM
To: Jan LeViner; Shawn Gillen; Angela Hudson; Daniel Carpenter; Jamey Rabun; Jason Patterson; Pete Ryerson; Ricky Stewart; Robert Bryson; Stanley Bearden; Todd Smith
Subject: RE: meeting on the 14th - not sure if I sent this or not

I have no issues with the opening of Mortar Ave. as long as it is built to city standards including paving. I have an email in to Bubba but it is my opinion that a marsh buffer variance is not necessary for a public street. It is not clear if they have gotten permission to fill the isolated wetland but that should be resolved first. Since they plan to run a stormwater outfall to the marsh shall we ask for a tideflap or some other device to prevent high tides from coming back up the pipe?

From: Jan LeViner <jleviner@cityoftybee.org>
Sent: Friday, February 15, 2019 9:54 AM
To: Shawn Gillen <sgillen@cityoftybee.org>; Angela Hudson <ahudson@cityoftybee.org>; Daniel Carpenter <DCarpenter@cityoftybee.org>; George Shaw <gshaw@cityoftybee.org>; Jamey Rabun <jrabun@cityoftybee.org>; Jason Patterson <jpatterson@cityoftybee.org>; Pete Ryerson <pryerson@cityoftybee.org>; Ricky Stewart <rstewart@cityoftybee.org>; Robert Bryson <RBryson@cityoftybee.org>; Stanley Bearden <sbearden@cityoftybee.org>; Todd Smith <TSmith@CityOfTybee.org>
Subject: FW: meeting on the 14th - not sure if I sent this or not

Please see the attached. Once you review, please forward your comments to me with recommendations. It is scheduled for Mayor and Council consideration on February 28, 2019.

Thank you in advance,
Jan

From: Mark Boswell <lahbos@bellsouth.net>
Sent: Tuesday, February 12, 2019 1:33 PM
To: Jan LeViner <jleviner@cityoftybee.org>; George S aw <gshaw@cityoftybee.org>; Lisa Schaaf <lschaaf@cityoftybee.org>
Subject: meeting on the 14th - not sure if I sent this or not

Backup material for agenda item:

10. Unopened Rights-of-Way, Solomon Avenue and Polk Streets, Boswell/Rossehl



FB ACQUISITION PROPERTY VIII, LLC

5251 DTC Parkway, Suite 300
Greenwood Village, Colorado 80111
303.751.3501
Fax: 303.751.4777

February 7, 2019

Director of Planning and Zoning

City of Tybee Island

403 Butler Avenue

Tybee Island GA 31328

RE: Request to Open Rights of Way

This letter is to provide notice that Mark Boswell, of Boswell Designs, is authorized to appear on behalf of FB Acquisition Property VIII, LLC, with respect to the property located at the Northwest corner of Solomon Avenue and Polk Streets, City of Tybee Island. Said property has within its boundaries the unopened rights of way known as Storer Street, Telephone Avenue and Estill Street that we are requesting be opened for access.

Access upon and through these rights of way are required to allow development of already platted and approved residential lots.

If there are any questions or concerns with this letter or the authority granted to Mark Boswell please contact Steven Korell, General Counsel, at 917-288-1607.

Regards,



Robert S. Possehl

Vice President

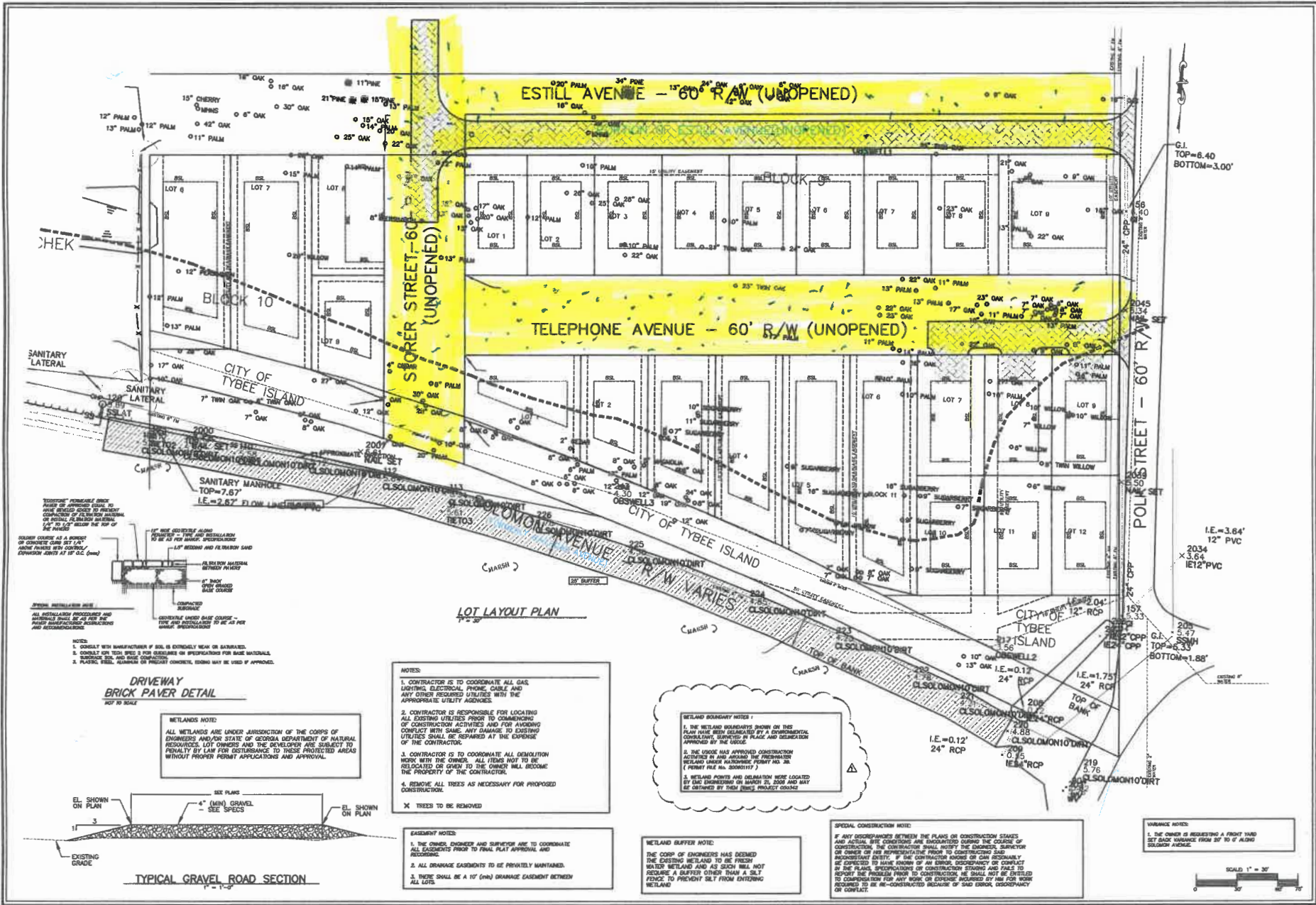


EXHIBIT "A"

Property Description

All those certain lots, tracts or parcels of land situate, lying and being on the Island of Great Tybee, in Chatham County, Georgia, and known and designated on the map of the Town of Tybee Island (Formerly known as Savannah Beach), Georgia, recorded in Map Book 2, Page 8 and 9, and on Plat of Leigh Gignilliat dated February 16, 1969, recorded in Plat Record Book T, Folio 70, both references being to the records of Chatham County, Georgia, as: Lot One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block Nine (9), Bay Ward, lying contiguous and as a whole being bounded on the North by Estill Avenue, on the East by Polk Street, on the South by Telephone Avenue, and on the West by Storer Street; and Lots Six (6), Seven (7), Eight (8), and Nine (9), in Block Ten (10), Bay Ward, lying contiguous and being bounded on the North by Estill Avenue, on the East by Storer Street, on the South by the Old Central of Georgia right-of-way, and on the West by Lot Five (5), said Block and Ward; and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), in Block Eleven (11), Bay Ward, lying contiguous and as a whole being bounded on the North by Telephone Avenue, on the East by Polk Street, on the South by the Old Central of Georgia right-of-way, and on the West by Storer Street; being part of that property described in instruments recorded in Deed Book 6-E-94 and 6-C-297 of the Records of Chatham County, Georgia and being the same property conveyed to Savannah Electric and Power Company by Tybee Beach Company by Warranty Deed dated February 27, 1969, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Book 95-M, Folio 101.

Also, all right, title interest, claim and demand the party of the first part may have in and to those portions of street abutting afore-described lots, to-wit; Storer Street, Polk Street, Live Oak Avenue, Solomon Avenue, R&R Right-of-way, and Telephone Avenue.



NOTES

1. CONTRACTOR IS TO COORDINATE ALL GAS, LIGHTING, ELECTRICAL, PHONE, CABLE AND ANY OTHER REQUIRED UTILITIES WITH THE APPROPRIATE UTILITY AGENCIES.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES AND FOR AVOIDING CONFLICT WITH SAME. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
3. CONTRACTOR IS TO COORDINATE ALL DEMOLITION WORK WITH THE OWNER. ALL TREES NOT TO BE RELOCATED OR GIVEN TO THE OWNER WILL BECOME THE PROPERTY OF THE CONTRACTOR.
4. REMOVE ALL TREES AS NECESSARY FOR PROPOSED CONSTRUCTION.

X TREES TO BE REMOVED

METLAND BOUNDARY NOTES

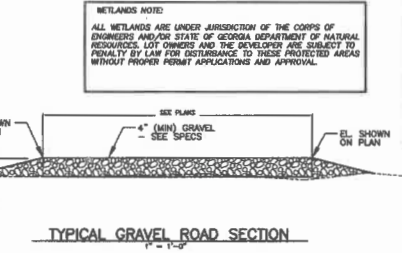
1. THE METLAND BOUNDARY SHOWN ON THIS PLAN HAS BEEN DETERMINED BY A ENVIRONMENTAL CONSULTING SERVICES A PLACE AND DESIGNATION APPROVED BY THE USACE.
2. THE USACE HAS APPROVED CONSTRUCTION ACTIVITIES BY AND AROUND THE PERMITTED METLAND UNDER NATIONAL PERMIT NO. 36 (PERMIT FILE NO. 30000117).
3. METLAND POINTS AND DELINEATION MARK LOCATED BY THE ENGINEER ON MARCH 20, 2008 AND MAY BE OBTAINED BY THEM (USACE PROJECT CHARGE).

METLAND BUFFER NOTE:
THE CORP OF ENGINEERS HAS DESIGNED THE EXISTING METLAND TO BE FREELY WATER METLAND AND AS SUCH WILL NOT REQUIRE A BUFFER OTHER THAN A 5' FT FENCE TO PREVENT SILT FROM ENTERING METLAND

SPECIAL CONSTRUCTION NOTE:
IF ANY DISCREPANCIES BETWEEN THE PLANS OR CONSTRUCTION STAKES AND ACTUAL SITE CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER, SURVEYOR OR OWNER OF THE REPRESENTATIVE TO CONSTRUCTION. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION UNLESS THE CONTRACTOR HAS BEEN SOLELY ADVISED BY THE PLANS, SPECIFICATIONS OR CONSTRUCTION STAKES AND FAILS TO REPORT THE PROBLEMS PRIOR TO CONSTRUCTION. HE SHALL NOT BE ENTITLED TO COMPENSATION FOR ANY WORK OR EXPENSE INCURRED BY HIM FOR WORK REQUIRED TO BE RE-CONSTRUCTED BECAUSE OF SAID DISCREPANCY OR CONFLICT.

VARIANCE NOTES:
1. THE OWNER IS REQUESTING A FRONT YARD SET BACK VARIANCE FROM 20' TO 0' ALONG SOLOMON AVENUE.

DRIVEWAY BRICK PAVEMENT DETAIL
NOT TO SCALE



TYPICAL GRAVEL ROAD SECTION
1'-1"

EASEMENT NOTES:

1. THE OWNER, ENGINEER AND SURVEYOR ARE TO COORDINATE ALL EASEMENTS PRIOR TO FINAL PLAN APPROVAL AND RECORDING.
2. ALL DRAINAGE EASEMENTS TO BE PRIVATELY MAINTAINED.
3. THERE SHALL BE A 10' (MIN) DRAINAGE EASEMENT BETWEEN ALL LOTS.

BOSWELL DESIGN SERVICES, INC.
100 NASSAU DRIVE
SAVANNAH, GEORGIA 31410
912-697-6822

THE WOODS AT NORTH BEACH
SOLOMON AVENUE
TYBEE ISLAND
TOWN OF TYBEE
SAVANNAH, GEORGIA

LOT LAYOUT PLAN

DATE: JAN 31, 2007
JOB NO.:
SCALE: AS SHOWN

DRAWING NUMBER
C-4
4 OF 16 SHEETS

Jan LeViner

From: Edward M. Hughes <bhughes@epra-law.com>
Sent: Tuesday, February 12, 2019 3:42 PM
To: George Shaw
Cc: Todd Smith; Jan LeViner; Shawn Gillen; Daniel Carpenter; Jamey Rabun; Jason Patterson; Ricky Stewart; Robert Bryson; Stanley Bearden
Subject: Re: FB Acquisition Property VIII, LLC - Request for ROW opening

I think that is correct. We either permit road to be opened or offer them the right of way.

Sent from my iPhone

On Feb 12, 2019, at 2:33 PM, George Shaw <gshaw@cityoftybee.org> wrote:

While we had hoped to use that right of way for a number of city uses I am afraid that we would be sued if we refuse the land owners the ability to develop their land. Perhaps we could prevent the opening of Estill due to the need for emergency storage but I think we would need to at least give them the right to develop off of Storer and Telephone. Of course the City could also buy some or all of this land to be used for a variety of uses; DPW expansion, campground expansion, storage, paid parking, park/dedicated greenspace, fire training area, etc.

From: Todd Smith <TSmith@CityOfTybee.org>
Sent: Tuesday, February 12, 2019 1:32 PM
To: Jan LeViner <jleviner@cityoftybee.org>; George Shaw <gshaw@cityoftybee.org>; Shawn Gillen <sgillen@cityoftybee.org>; Daniel Carpenter <DCarpenter@cityoftybee.org>; George Shaw <gshaw@cityoftybee.org>; Jamey Rabun <jrabun@cityoftybee.org>; Jason Patterson <jpatterson@cityoftybee.org>; Ricky Stewart <rstewart@cityoftybee.org>; Robert Bryson <RBryson@cityoftybee.org>; Shawn Gillen <sgillen@cityoftybee.org>; Stanley Bearden <sbearden@cityoftybee.org>
Cc: Bubba Hughes (bhughes@epra-law.com) <bhughes@epra-law.com>
Subject: RE: FB Acquisition Property VIII, LLC - Request for ROW opening

We have/are/plan to use a portion of that for equipment storage/storm debris staging(never submitted to EPD)/TIFD training.

From: Jan LeViner <jleviner@cityoftybee.org>
Sent: Tuesday, February 12, 2019 12:42 PM
To: George Shaw <gshaw@cityoftybee.org>; Shawn Gillen <sgillen@cityoftybee.org>; Daniel Carpenter <DCarpenter@cityoftybee.org>; George Shaw <gshaw@cityoftybee.org>; Jamey Rabun <jrabun@cityoftybee.org>; Jason Patterson <jpatterson@cityoftybee.org>; Ricky Stewart <rstewart@cityoftybee.org>; Robert Bryson <RBryson@cityoftybee.org>; Shawn Gillen <sgillen@cityoftybee.org>; Stanley Bearden <sbearden@cityoftybee.org>; Todd Smith <TSmith@CityOfTybee.org>
Cc: Bubba Hughes (bhughes@epra-law.com) <bhughes@epra-law.com>
Subject: FW: FB Acquisition Property VIII, LLC - Request for ROW opening
Importance: High

Please see attached from Mr. Laudick. He is interested in opening a right-of-way. Please submitted your comments to me by Tuesday, February 19, 2019 as it will be included in the packet for February 28, 2019.

Thank you in advance,
Jan

From: Steve Laudick <slaudick@republic-financial.com>
Sent: Thursday, February 7, 2019 4:49 PM
To: Jan LeViner <jleviner@cityoftybee.org>
Cc: Mark Boswell (lahbos@bellsouth.net) <lahbos@bellsouth.net>
Subject: FB Acquisition Property VIII, LLC - Request for ROW opening

Jan,

Please find attached a letter providing authorization for Mark Boswell to appear before City Council on our behalf, plat drawing identifying the requested ROW's to be opened, a screenshot from the Chatham County ARC GIS website reflecting the plat and a copy of the legal description for the acreage that is now owned by FB Acquisition Property VIII, LLC.

Please review the attachments and if there is any additional information that I need to provide please notify me at your earliest convenience.

Regards,

Steven Laudick
Sr. Director Underwriting
5251 DTC Parkway, Suite 300
Greenwood village, CO 80111
720-320-2189

*****This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of The City of Tybee Island. The recipient should check this email and any attachments for the presence of viruses. The City of Tybee Island accepts no liability for any damage caused by any virus transmitted by this email. City of Tybee Island P.O. Box 2749 Tybee Island, GA 31328

Backup material for agenda item:

11. Abandoned and unused Rights-of-Way, Solomon Avenue, Yellin



Jan LeViner

From: George Shaw
Sent: Monday, February 25, 2019 11:06 AM
To: Jan LeViner; Daniel Carpenter; Jamey Rabun; Jason Patterson; Pete Ryerson; Ricky Stewart; Robert Bryson; Stanley Bearden; Todd Smith
Subject: RE: Petition for Surplus Property

Part of this proposed parcel extends into the driving surface of Solomon Ave. This may require the City to reroute Solomon at great expense. I don't recommend approval.

George

From: Jan LeViner <jleviner@cityoftybee.org>
Sent: Monday, February 25, 2019 11:01 AM
To: Daniel Carpenter <DCarpenter@cityoftybee.org>; George Shaw <gshaw@cityoftybee.org>; Jamey Rabun <jrabun@cityoftybee.org>; Jason Patterson <jpatterson@cityoftybee.org>; Pete Ryerson <pryerson@cityoftybee.org>; Ricky Stewart <rstewart@cityoftybee.org>; Robert Bryson <RBryson@cityoftybee.org>; Stanley Bearden <sbearden@cityoftybee.org>; Todd Smith <TSmith@CityOfTybee.org>
Subject: FW: Petition for Surplus Property
Importance: High

Please see attached. If you would please forward your comments back to me, it would be greatly appreciated.

Thank you in advance,
Jan

From: Joshua Yellin <JYellin@huntermaclean.com>
Sent: Tuesday, February 12, 2019 4:24 PM
To: Jan LeViner <jleviner@cityoftybee.org>
Cc: Harold Yellin <HYellin@HunterMaclean.com>
Subject: [BULK] Petition for Surplus Property

Jan:

Thank you for the assistance; please see the attached petition.

Have a great evening.

-Josh

Joshua Yellin
Attorney

HunterMaclean

200 E. Saint Julian Street | P.O. Box 9848 | Savannah, GA 31412-0048
Main: 912.236.0261 | Fax: 912.236.4936

[Firm Website](#) | [My Bio](#) | [vCard Download](#) | JYellin@huntermaclean.com

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

PETITION

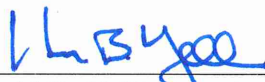
COMES NOW Harold B. Yellin, as agent for Kimberly H. Howard and Daniel Brown ("Petitioner"), and petitions the Mayor and Aldermen of the City of Tybee to quitclaim to the Petitioner a portion of that certain abandoned and unused right-of-ways as shown on Exhibit "A", attached hereto and incorporated by reference herein ("Property").

WHEREAS, the Property was originally intended to be utilized for public road purposes and the Property no longer serves the particular purpose for which it was originally acquired because of changed circumstances; and

WHEREAS, the City of Tybee has no foreseeable need for the Property.

WHEREFORE, Petitioner requests that the City Council quitclaim its interest in said Property for a sum to be agreed upon between the City of Tybee and Petitioner. The conveyance of the Property from the City to the Petitioner will not cause any adverse impact to the City of Tybee and, in fact, will be beneficial to the City of Tybee.

RESPECTFULLY SUBMITTED this 12th day of February, 2019.

By: 
Harold B. Yellin, As Agent for
Kimberly H. Howard, Daniel Brown

200 East Saint Julian Street

Post Office Box 9848
Savannah, Georgia 31401
(912) 236-0261

Exhibit "A"



AREA = 15,491 SF

J. WHITLEY REYNOLDS
LAND SURVEYOR
636 STEPHENSON AVENUE
SUITE C
SAVANNAH, GEORGIA 31406
TELEPHONE: 912-352-0464
FAX: 912-352-7787



GRAPHIC SCALE - FEET

FILE: KH

Prepared by and return to: Harold B. Yellin
HunterMaclean
P.O. Box 9848
Savannah, GA 31412

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

QUITCLAIM DEED

THIS QUITCLAIM DEED is made and entered into this ____ day of _____, 2019, by and between the MAYOR AND ALDERMEN OF THE CITY OF TYBEE, a municipal corporation of the State of Georgia ("Grantor") and Kimberly Brown Kimberly H. Howard and Daniel Brown, individual residents of the State of Texas ("Grantee").

W I T N E S S E T H:

NOW THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby quitclaim and convey to Grantee all of his right, title and interest, property and possession, whatsoever of, in and to the following described property, to wit:

[See Exhibit A attached hereto and by this reference made a part hereof]

TO HAVE AND TO HOLD said property and all and singular the rights, members and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee, and to its successors and assigns, in fee simple forever.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and the corporate seal to be attached by the Mayor or City Manager of said City, and attested by the City Clerk, all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

MAYOR AND ALDERMAN OF
THE CITY OF TYBEE

By: _____

Attest: _____

City Clerk

Exhibit A

Legal Description

RESOLUTION

WHEREAS, the Mayor and Alderman of the City of Tybee are authorized by Georgia Law 1927, p. 1537, sec. 1, to sell to abutting property owners for such compensation as the Mayor and Alderman of the City of Tybee deems reasonable, such streets as do not conform to the plan of the City of Tybee and which no longer serve the purpose for which these particular streets were originally established, and

WHEREAS, the Mayor and Aldermen of the City of Tybee (i) find that the unused and abandoned portion of the right-of-way, as shown and described in the Quitclaim Deed from the City of Tybee to Kimberly H. Howard and Daniel Brown of even date herewith ("Property") is no longer necessary to the City and the Mayor and Alderman of the City of Tybee.

NOW, THEREFORE, the Mayor and Aldermen in a regular meeting assembled, with more than two-thirds of the Aldermen present and voting in the affirmative, approve the conveyance of the Property.

The Mayor and Alderman further authorize the Mayor or City Manager to execute a quitclaim deed in conformance with this resolution.

ADOPTED AND APPROVED:

Mayor

ATTEST:

Janet LeViner, City Clerk

Jan LeViner

From: Daniel Carpenter
Sent: Monday, February 25, 2019 1:23 PM
To: George Shaw; Jan LeViner; Jamey Rabun; Jason Patterson; Pete Ryerson; Ricky Stewart; Robert Bryson; Stanley Bearden; Todd Smith
Subject: RE: Petition for Surplus Property

I concur with George.
DC

From: George Shaw <gshaw@cityoftybee.org>
Sent: Monday, February 25, 2019 11:06 AM
To: Jan LeViner <jleviner@cityoftybee.org>; Daniel Carpenter <DCarpenter@cityoftybee.org>; Jamey Rabun <jrabun@cityoftybee.org>; Jason Patterson <jpatterson@cityoftybee.org>; Pete Ryerson <pryerson@cityoftybee.org>; Ricky Stewart <rstewart@cityoftybee.org>; Robert Bryson <RBryson@cityoftybee.org>; Stanley Bearden <sbearden@cityoftybee.org>; Todd Smith <TSmith@CityOfTybee.org>
Subject: RE: Petition for Surplus Property

Part of this proposed parcel extends into the driving surface of Solomon Ave. This may require the City to reroute Solomon at great expense. I don't recommend approval.

George

From: Jan LeViner <jleviner@cityoftybee.org>
Sent: Monday, February 25, 2019 11:01 AM
To: Daniel Carpenter <DCarpenter@cityoftybee.org>; George Shaw <gshaw@cityoftybee.org>; Jamey Rabun <jrabun@cityoftybee.org>; Jason Patterson <jpatterson@cityoftybee.org>; Pete Ryerson <pryerson@cityoftybee.org>; Ricky Stewart <rstewart@cityoftybee.org>; Robert Bryson <RBryson@cityoftybee.org>; Stanley Bearden <sbearden@cityoftybee.org>; Todd Smith <TSmith@CityOfTybee.org>
Subject: FW: Petition for Surplus Property
Importance: High

Please see attached. If you would please forward your comments back to me, it would be greatly appreciated.

Thank you in advance,
Jan

From: Joshua Yellin <JYellin@huntermaclean.com>
Sent: Tuesday, February 12, 2019 4:24 PM
To: Jan LeViner <jleviner@cityoftybee.org>
Cc: Harold Yellin <HYellin@HunterMaclean.com>
Subject: [BULK] Petition for Surplus Property

Jan:

Thank you for the assistance; please see the attached petition.

Backup material for agenda item:

12. Lease - Tybee Island YMCA



STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019 by the City of Tybee Island, Georgia, (hereinafter the “City”) and YMCA of Coastal Georgia, Inc. (hereinafter “YMCA”).

WITNESSETH:

WHEREAS, the City is a municipal corporation under Georgia law authorized to recreational services, activities and facilities to citizens and is desirous of improving its ability to do so; and,

WHEREAS, the YMCA is a non-profit corporation engaged in providing programs, facilities and equipment for sporting and recreational activities and programming; and,

WHEREAS, the City is desirous of entering into an agreement with the YMCA in order to better provide recreational activities, equipment and facilities to the citizens of Tybee Island; and,

WHEREAS, the parties wish to enter into an agreement to jointly provide recreational facilities, services and programs to all citizens of Tybee Island; and,

WHEREAS, it is the intent of the City and the YMCA to continue to work together in good faith under this agreement, the policies of the City and applicable laws of the City and the State of Georgia, to assure the success of the program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained the City and the YMCA, intending to be legally bound, hereby covenant and agree as follows:

1. The YMCA shall provide a Director who will work with the City of Tybee Island to provide recreational programs for the City. The Director shall be a YMCA employee.
2. The YMCA Branch Director’s responsibilities will be the following:
 - a. Coordinate with the City Manager to provide recreational programs to City residents.
 - b. Provide for open access to the gym by maintaining a presence in the building.
 - c. Provide financial statements including monthly budget to actual and annual revenues and expenditures on a quarterly basis, including year to date calculations.
 - d. Provide program evaluations and program participation reports on a quarterly basis, including resident and visitor statistics.
 - e. Coordinate the scheduled maintenance of the gymnasium with the Department of Public Works pursuant to a maintenance schedule and work order process.
 - f. Provide capital equipment consisting of fitness equipment used exclusively in the YMCA Fitness Center located in the Annex Building.

3. The YMCA will open the Solomon-Youmans Complex (the gymnasium) to Tybee residents at no charge and will be allowed to partition the gymnasium for YMCA programming. The YMCA will provide staff to monitor activities in the gymnasium from:

- a. 5:30 am—9:00 p.m. Monday – Thursday
- b. 5:30 am—8:30 p.m. Friday
- c. 8:00 am—6:00 p.m. Saturday
- d. 1:00pm—5:00 p.m. Sunday

The YMCA will charge non-resident, non-YMCA member rates to use the gymnasium and these rates will be determined by the YMCA but reported to the City.

4. The YMCA shall have exclusive use of the Annex Building used for the YMCA fitness center.

5. The YMCA, through the YMCA Branch Director, shall determine fees for programs, and reduce the fees charged to Tybee Island residents for those programs by the following schedule:

- a. 10% discount given to Tybee Island residents for all youth programs.
- b. Tybee residents over the age of 60 may participate in Group Exercise Classes at no charge and without having a YMCA membership.
- c. Tybee residents will be able to join the Tybee Island YMCA for a reduced rate. This membership will only be valid at the Tybee Island YMCA branch.
- d. Teen programming will be offered at no charge or at a reduced rate.

6. The YMCA shall be responsible for the normal maintenance of the City owned facilities or areas that are assigned for the exclusive use of the YMCA. “Normal maintenance” as used herein is to include janitorial and cleaning type services and repairs of less than \$1,000.00 in value. A schedule of janitorial and cleaning activities is attached hereto. This should not include the cost of improvements or repairs in excess of \$1000.00 to such facility and those maintenance responsibilities will be the City responsibility. Schedule 1.

7 The YMCA shall establish and maintain a Board of Managers including City residents.

8. The YMCA shall provide a list of proposed annual recreational programing and a timeline to be presented to the City Council at the November meeting of each year. All new recreational programs will be approved by the City Manager before implementing.

9 The YMCA shall provide full fitness center membership rights at no charge for Tybee Island Fire Department and Police Department personnel including volunteers. Further, the YMCA shall provide full fitness center membership rights at no charge to all city employees and elected officials.

10. The YMCA shall coordinate with the City Manager all aspects of implementing this Agreement.

11. As part of the consideration herefor, the City shall pay the YMCA an amount equal to one-twelfth (1/12) of the approved YMCA annual budget with such payments being made on a monthly basis. The annual budget to calculate such fees must be submitted to the City sixty (60) days prior to the end of the then current fiscal year and must be approved by the City.

12. Participants shall submit proper paperwork to the City to reserve facilities following the standard operating procedures of the City.

13. The City's responsibilities will be the following:

- a. Designate the classrooms in the former school that are available for use by the YMCA.
- b. Provide telephone/fax/computer network for the gymnasium.
- c. Provide the utilities for the gymnasium, old school and school annex building.
- d. Provide for capital equipment or items for City use other than fitness equipment used exclusively in the YMCA fitness center. The City will do this through its annual budget. The YMCA will provide recreational equipment.
- e. The City will provide for capital improvements to its buildings and any modification to recreational facilities through its annual budget process.
- g. Coordinate the use of the recreation facilities for special events with the YMCA Director and through the City's facilities coordinator.
- h. Provide evaluation of the YMCA programming, routine facility maintenance and utility usage.
- i. Communicate with the YMCA Director, the cleaning schedule as well as scheduled ground maintenance so as to conduct activities in an efficient and non-disruptive manner.

14. The City will assist the YMCA in communicating and promoting all programs and services by posting information prepared by the YMCA on the Tybee public access channel, distributing information in City Hall and other mutually agreed upon promotional avenues.

15. **USE OF CITY PROPERTY.** The City agrees to make its property available pursuant to this and such separate agreements as may be appropriate, for the use of the YMCA in conducting programs authorized hereunder and to provide certain equipment for use in the programs. The City will perform its ordinary and normal ground maintenance and ground preparations prior to the start of sports seasons and special events; however, if the requirements of the YMCA programs necessitate additional grounds maintenance, the YMCA will assist the City in preparing the property for use in the programs and the parties will cooperate in good faith in order to facilitate the programs.

16. **INDEPENDENT CONTRACTOR.** The relationship between the City and the YMCA shall be that of an independent contractor, and neither the YMCA nor its employees shall be deemed an employee, representative or agent of the City of any reason whatsoever. Neither the YMCA nor its employees is entitled to receive from the City any insurance coverage, workers' compensation benefits, pensions, profit sharing, paid vacation, sick leave, disability or other benefits which might normally be provided by the City to its officers or employees.

17. **COOPERATION BETWEEN THE PARTIES.** The City and the YMCA shall fully cooperate with each other in the programming, equipment handling, equipment maintaining, transportation, and facility readiness and all other aspects of the arrangement documented by this Agreement.

18. **ASSIGNMENT AND SUBLEASING.** The YMCA may not, without the consent of the City, sublease any premises described herein nor assign any of its rights or interests in any premises or this Agreement without the written consent of the City.

19. IDEMNIFICATION. YMCA, its successors in title and assigns, shall indemnify, protect, save and hold harmless the City, its officers, council persons, employees and agents from and against any and all claims, demands, judgments, set-offs, losses, damages, liabilities, awards, fines, and expenses, including without limitation, the concurrent negligence of one or more of the parties herein indemnified and YMCA, its successors in title, and assigns, the contributory negligence of any party indemnified herein and any third party, and any attorney's fees, expenses, or other costs associated with or incurred, based on or in any manner relating to the subject matter of this Agreement or the use of any premises hereunder, including but not limited to, injury to persons or property, actual damages, consequential damages, punitive damages, losses, set-offs, warranty claims, products liability claims, conversion claims, nuisance claims, provided however, that nothing contained in this provision shall be interpreted to indemnify or hold harmless any indemnified party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of such indemnified party. Without limiting the foregoing indemnity, YMCA, its successors and assigns, shall indemnify the City for all defense costs, including reasonable attorney's fees, judgments and amounts paid in settlement.

20. INSURANCE. The YMCA agrees that it shall at all times during the term hereof, at its own expense, and in the name of and for the protection of itself, the City, and such other persons as the City may designate, keep policies of insurance with an insurance company approved by the City as follows:

a. All equipment and improvements located on the premises shall be fully insured against loss by fire, lightning, windstorm and other casualties.

b. Public liability insurance in the usual form indemnifying the parties described above against loss or damage occasioned by any incident or casualty occurring in, upon or about the premises or the sidewalks, alleys or other property adjacent thereto or for any incident or casualty occurring or arising from or by reason of or in connection with activities conducted by YMCA and/or the City under this agreement. Such policy or policies shall provide at least the following limits of coverage: \$1,000,000.00 with respect to any injury to any one person; \$3,000,000.00 with respect to injury resulting from any one occurrence giving rise to liability; \$1,000,000.00 with respect to any injury or damage to property.

c. All insurance policies required pursuant to this Agreement shall contain an express waiver of any rights of subrogation by the insurer against the City.

21. RIGHT TO TERMINATE. The City and the YMCA agree that either party may terminate this agreement for any reason, or for no reason, upon giving the other party one hundred and eighty days (180) days written notice of the termination.

22. TERM. This Agreement shall be effective for a period of five (5) years unless it is not renewed pursuant to the terms hereof. As required by Georgia law, all obligations of the City shall conclude at the end of each fiscal year; however, the Agreement shall automatically renew on an annual basis for any year until five (5) years from the date hereof in which the City does not provide written notice of its election not to renew ninety (90) days in advance of the end of the City's then current fiscal year.

23. The City shall be responsible for cleaning, regular maintenance and repairs to the following areas:

a. HVAC systems in all buildings, including filter replacement in all units, plumbing and electrical systems, water heaters, maintenance and upkeep of the facility structures.

b. Weekly cleaning of the gymnasium floor.

The YMCA will be responsible for the cleaning, maintenance and minor repairs as defined herein of the following areas:

Janitorial services for the gymnasium, Annex and Old School, excluding the Old School Cafeteria, and rooms not designated for YMCA programming in the Old School according to Schedule 1.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal this _____ day of _____, 2019.

CITY OF TYBEE ISLAND, GEORGIA

BY: _____
JASON BUELTERMAN, MAYOR

ATTEST: _____
JAN LEVINER, CITY CLERK

Reviewed and approved as to form:

BY: _____
EDWARD M. HUGHES, CITY ATTORNEY

YMCA OF COASTAL GEORGIA, INC.

BY: _____
Print Name: _____

ATTEST: _____
Print Name: _____

Schedule 1

HOUSEKEEPING AND JANITORIAL SERVICES

All of the following services are to be completed.

- DAILY:** Lobby/Office/Common Area
All of the above areas should receive daily floor cleaning to include damp mopping of all hard surface areas, vacuuming of all carpeted areas, and scrubbing/spot cleaning of any heavily soiled surfaces
All of the above areas should receive daily removal of trash to include red hazardous waste containers. All trash to be deposited in trash dumpster onsite, any recyclables to be placed in recycling canister on site, and hazardous materials to be boxed and taped for collection of hazardous waste company.
All of the areas above to have all plumbing fixtures scrubbed and cleaned. Fixtures include sinks, faucets, water fountains, bottle filling stations, toilets and urinals.
All of the above areas to receive horizontal dusting of surfaces to include file cabinets, chairs, tables, desktops, computers, phones and any further furniture located in these areas.
All of the above areas to receive daily dusting of all tiles and air vents.
All of the above areas to receive glass cleaning of all glass surfaces found within these locations.
All of the above areas to be sanitized during cleaning with an approved medical disinfectant.
- DAILY:** Restrooms
Restrooms to receive daily (and as needed) stocking of all supplies such as hand towels, tissue and hand soap.
All sanitary napkin receptacles should be emptied daily (and as needed) and disinfected.
Empty trash receptacles and wipe if needed.
Clean and polish mirrors.
Sinks, faucets, toilets and urinals to be cleaned and disinfected inside and out.
Clean/dust partitions, tops of mirrors and frames and all ceiling vents.
All splash marks from walls, mirror and around sinks to be removed.
Disinfect all countertops, plumbing fixtures and floors.
All surfaces to be disinfected with an approved medical disinfectant.

- DAILY:** Rooms
All trash/recyclable receptacles to be emptied and trash removed to appropriate dumpster location.
All trash/recyclable cans to be cleaned inside and out.
Wipe down all cabinets, refrigerators and microwave doors and dust the tops of these pieces of equipment.
Clean and disinfect all drinking fountains/bottle filling stations.
Wipe all chairs down.
Clean and disinfect sinks, faucets and hardware.
Clean/disinfect all tables and countertops.
Dust mop hard surface floors, then damp mop with approved disinfectant.
Clean interior and exterior of any windows or partition glass.
- WEEKLY:** Lobby/Office/Common Areas
Dust all vertical surfaces of desk, file cabinets, chairs, tables and other furnishings.
Thoroughly dust all base boards.
Remove fingerprints and marks from around light switches and doorframes.
Scrub gymnasium floor, using specialized equipment.
- ANNUAL** Annual strip and wax of all VCT floors.

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2019 by the City of Tybee Island, Georgia, (hereinafter the “City”) and YMCA of Coastal Georgia, Inc. (hereinafter “YMCA”).

WITNESSETH:

WHEREAS, the City is a municipal corporation under Georgia law authorized to recreational services, activities and facilities to citizens and is desirous of improving its ability to do so; and,

WHEREAS, the YMCA is a non-profit corporation engaged in providing programs, facilities and equipment for sporting and recreational activities and programming; and,

WHEREAS, the City is desirous of entering into an agreement with the YMCA in order to better provide recreational activities, equipment and facilities to the citizens of Tybee Island; and,

WHEREAS, the parties wish to enter into an agreement to jointly provide recreational facilities, services and programs to all citizens of Tybee Island; and,

WHEREAS, it is the intent of the City and the YMCA to continue to work together in good faith under this agreement, the policies of the City and applicable laws of the City and the State of Georgia, to assure the success of the program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained the City and the YMCA, intending to be legally bound, hereby covenant and agree as follows:

1. The YMCA shall provide a Director who will work with the City of Tybee Island to provide recreational programs for the City. The Director shall be a YMCA employee.
2. The YMCA Branch Director’s responsibilities will be the following:
 - a. Coordinate with the City Manager to provide recreational programs to City residents.
 - b. Provide for open access to the gym by maintaining a presence in the building.
 - c. Provide financial statements including monthly budget to actual and annual revenues and expenditures on a quarterly basis, including year to date calculations.
 - d. Provide program evaluations and program participation reports on a quarterly basis, including resident and visitor statistics.
 - e. Coordinate the scheduled maintenance of the gymnasium with the Department of Public Works pursuant to a maintenance schedule and work order process.
 - f. Provide capital equipment consisting of fitness equipment used exclusively in the YMCA Fitness Center located in the Annex Building.

3. The YMCA will open the Solomon-Youmans Complex (the gymnasium) to Tybee residents at no charge and will be allowed to partition the gymnasium for YMCA programming. The YMCA will provide staff to monitor activities in the gymnasium from:

- a. 5:30 am—9:00 p.m. Monday – Thursday
- b. 5:30 am—8:30 p.m. Friday
- c. 8:00 am—6:00 p.m. Saturday
- d. 1:00pm—5:00 p.m. Sunday

The YMCA will charge non-resident, non-YMCA member rates to use the gymnasium and these rates will be determined by the YMCA but reported to the City.

4. The YMCA shall have exclusive use of the Annex Building used for the YMCA fitness center.

5. The YMCA, through the YMCA Branch Director, shall determine fees for programs, and reduce the fees charged to Tybee Island residents for those programs by the following schedule:

- a. 10% discount given to Tybee Island residents for all youth programs.
- b. Tybee residents over the age of 60 may participate in Group Exercise Classes at no charge and without having a YMCA membership.
- c. Tybee residents will be able to join the Tybee Island YMCA for a reduced rate. This membership will only be valid at the Tybee Island YMCA branch.
- d. Teen programming will be offered at no charge or at a reduced rate.

6. The YMCA shall be responsible for the normal maintenance of the City owned facilities or areas that are assigned for the exclusive use of the YMCA. "Normal maintenance" as used herein is to include janitorial and cleaning type services and repairs of less than \$1,000.00 in value. A schedule of janitorial and cleaning activities is attached hereto. This should not include the cost of improvements or repairs in excess of \$1000.00 to such facility and those maintenance responsibilities will be the City responsibility. Schedule 1.

7. The YMCA shall establish and maintain a Board of Managers including City residents.

8. The YMCA shall provide a list of proposed annual recreational programming and a timeline to be presented to the City Council at the November meeting of each year. All new recreational programs will be approved by the City Manager before implementing.

9. The YMCA shall provide full fitness center membership rights at no charge for Tybee Island Fire Department and Police Department personnel including volunteers. Further, the YMCA shall provide full fitness center membership rights at no charge to all city employees and elected officials.

10. The YMCA shall coordinate with the City Manager all aspects of implementing this Agreement.

11. As part of the consideration herefor, the City shall pay the YMCA an amount equal to one-twelfth (1/12) of the approved YMCA annual budget with such payments being made on a monthly basis. The annual budget to calculate such fees must be submitted to the City sixty (60) days prior to the end of the then current fiscal year and must be approved by the City.

12. Participants shall submit proper paperwork to the City to reserve facilities following the standard operating procedures of the City.

13. The City's responsibilities will be the following:

- a. Designate the classrooms in the former school that are available for use by the YMCA.
- b. Provide telephone/fax/computer network for the gymnasium.
- c. Provide the utilities for the gymnasium, old school and school annex building.
- d. Provide for capital equipment or items for City use other than fitness equipment used exclusively in the YMCA fitness center. The City will do this through its annual budget. The YMCA will provide recreational equipment.
- e. The City will provide for capital improvements to its buildings and any modification to recreational facilities through its annual budget process.
- g. Coordinate the use of the recreation facilities for special events with the YMCA Director and through the City's facilities coordinator.
- h. Provide evaluation of the YMCA programming, routine facility maintenance and utility usage.
- i. Communicate with the YMCA Director, the cleaning schedule as well as scheduled ground maintenance so as to conduct activities in an efficient and non-disruptive manner.

14. The City will assist the YMCA in communicating and promoting all programs and services by posting information prepared by the YMCA on the Tybee public access channel, distributing information in City Hall and other mutually agreed upon promotional avenues.

15. **USE OF CITY PROPERTY.** The City agrees to make its property available pursuant to this and such separate agreements as may be appropriate, for the use of the YMCA in conducting programs authorized hereunder and to provide certain equipment for use in the programs. The City will perform its ordinary and normal ground maintenance and ground preparations prior to the start of sports seasons and special events; however, if the requirements of the YMCA programs necessitate additional grounds maintenance, the YMCA will assist the City in preparing the property for use in the programs and the parties will cooperate in good faith in order to facilitate the programs.

16. **INDEPENDENT CONTRACTOR.** The relationship between the City and the YMCA shall be that of an independent contractor, and neither the YMCA nor its employees shall be deemed an employee, representative or agent of the City of any reason whatsoever. Neither the YMCA nor its employees is entitled to receive from the City any insurance coverage, workers' compensation benefits, pensions, profit sharing, paid vacation, sick leave, disability or other benefits which might normally be provided by the City to its officers or employees.

17. **COOPERATION BETWEEN THE PARTIES.** The City and the YMCA shall fully cooperate with each other in the programming, equipment handling, equipment maintaining, transportation, and facility readiness and all other aspects of the arrangement documented by this Agreement.

18. **ASSIGNMENT AND SUBLEASING.** The YMCA may not, without the consent of the City, sublease any premises described herein nor assign any of its rights or interests in any premises or this Agreement without the written consent of the City.

19. IDEMNIFICATION. YMCA, its successors in title and assigns, shall indemnify, protect, save and hold harmless the City, its officers, council persons, employees and agents from and against any and all claims, demands, judgments, set-offs, losses, damages, liabilities, awards, fines, and expenses, including without limitation, the concurrent negligence of one or more of the parties herein indemnified and YMCA, its successors in title, and assigns, the contributory negligence of any party indemnified herein and any third party, and any attorney's fees, expenses, or other costs associated with or incurred, based on or in any manner relating to the subject matter of this Agreement or the use of any premises hereunder, including but not limited to, injury to persons or property, actual damages, consequential damages, punitive damages, losses, set-offs, warranty claims, products liability claims, conversion claims, nuisance claims, provided however, that nothing contained in this provision shall be interpreted to indemnify or hold harmless any indemnified party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of such indemnified party. Without limiting the foregoing indemnity, YMCA, its successors and assigns, shall indemnify the City for all defense costs, including reasonable attorney's fees, judgments and amounts paid in settlement.

20. INSURANCE. The YMCA agrees that it shall at all times during the term hereof, at its own expense, and in the name of and for the protection of itself, the City, and such other persons as the City may designate, keep policies of insurance with an insurance company approved by the City as follows:

a. All equipment and improvements located on the premises shall be fully insured against loss by fire, lightning, windstorm and other casualties.

b. Public liability insurance in the usual form indemnifying the parties described above against loss or damage occasioned by any incident or casualty occurring in, upon or about the premises or the sidewalks, alleys or other property adjacent thereto or for any incident or casualty occurring or arising from or by reason of or in connection with activities conducted by YMCA and/or the City under this agreement. Such policy or policies shall provide at least the following limits of coverage: \$1,000,000.00 with respect to any injury to any one person; \$3,000,000.00 with respect to injury resulting from any one occurrence giving rise to liability; \$1,000,000.00 with respect to any injury or damage to property.

c. All insurance policies required pursuant to this Agreement shall contain an express waiver of any rights of subrogation by the insurer against the City.

21. RIGHT TO TERMINATE. The City and the YMCA agree that either party may terminate this agreement for any reason, or for no reason, upon giving the other party one hundred and eighty days (180) days written notice of the termination.

22. TERM. This Agreement shall be effective for a period of five (5) years unless it is not renewed pursuant to the terms hereof. As required by Georgia law, all obligations of the City shall conclude at the end of each fiscal year; however, the Agreement shall automatically renew on an annual basis for any year until five (5) years from the date hereof in which the City does not provide written notice of its election not to renew ninety (90) days in advance of the end of the City's then current fiscal year.

23. The City shall be responsible for cleaning, regular maintenance and repairs to the following areas:

- a. HVAC systems in all buildings, including filter replacement in all units, plumbing and electrical systems, water heaters, maintenance and upkeep of the facility structures.
- b. Weekly cleaning of the gymnasium floor.

The YMCA will be responsible for the cleaning, maintenance and minor repairs as defined herein of the following areas:
Janitorial services for the gymnasium, Annex and Old School, excluding the Old School Cafeteria, and rooms not designated for YMCA programming in the Old School according to Schedule 1.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal
this _____ day of _____, 2019.

CITY OF TYBEE ISLAND, GEORGIA

BY: _____
JASON BUELTERMAN, MAYOR

ATTEST: _____
JAN LEVINER, CITY CLERK

Reviewed and approved as to form:

BY: _____
EDWARD M. HUGHES, CITY ATTORNEY

YMCA OF COASTAL GEORGIA, INC.

BY: 
Print Name: JOEL SMOKER

ATTEST: 
Print Name: Keith Stephens

Schedule 1

HOUSEKEEPING AND JANITORIAL SERVICES

All of the following services are to be completed.

- DAILY:** Lobby/Office/Common Area
All of the above areas should receive daily floor cleaning to include damp mopping of all hard surface areas, vacuuming of all carpeted areas, and scrubbing/spot cleaning of any heavily soiled surfaces
All of the above areas should receive daily removal of trash to include red hazardous waste containers. All trash to be deposited in trash dumpster onsite, any recyclables to be placed in recycling canister on site, and hazardous materials to be boxed and taped for collection of hazardous waste company.
All of the areas above to have all plumbing fixtures scrubbed and cleaned. Fixtures include sinks, faucets, water fountains, bottle filling stations, toilets and urinals.
All of the above areas to receive horizontal dusting of surfaces to include file cabinets, chairs, tables, desktops, computers, phones and any further furniture located in these areas.
All of the above areas to receive daily dusting of all tiles and air vents.
All of the above areas to receive glass cleaning of all glass surfaces found within these locations.
All of the above areas to be sanitized during cleaning with an approved medical disinfectant.
- DAILY:** Restrooms
Restrooms to receive daily (and as needed) stocking of all supplies such as hand towels, tissue and hand soap.
All sanitary napkin receptacles should be emptied daily (and as needed) and disinfected.
Empty trash receptacles and wipe if needed.
Clean and polish mirrors.
Sinks, faucets, toilets and urinals to be cleaned and disinfected inside and out.
Clean/dust partitions, tops of mirrors and frames and all ceiling vents.
All splash marks from walls, mirror and around sinks to be removed.
Disinfect all countertops, plumbing fixtures and floors.
All surfaces to be disinfected with an approved medical disinfectant.

- DAILY:** **Rooms**
All trash/recyclable receptacles to be emptied and trash removed to appropriate dumpster location.
All trash/recyclable cans to be cleaned inside and out.
Wipe down all cabinets, refrigerators and microwave doors and dust the tops of these pieces of equipment.
Clean and disinfect all drinking fountains/bottle filling stations.
Wipe all chairs down.
Clean and disinfect sinks, faucets and hardware.
Clean/disinfect all tables and countertops.
Dust mop hard surface floors, then damp mop with approved disinfectant.
Clean interior and exterior of any windows or partition glass.
- WEEKLY:** **Lobby/Office/Common Areas**
Dust all vertical surfaces of desk, file cabinets, chairs, tables and other furnishings.
Thoroughly dust all base boards.
Remove fingerprints and marks from around light switches and doorframes.
Scrub gymnasium floor, using specialized equipment.
- ANNUAL** Annual strip and wax of all VCT floors.

STATE OF GEORGIA)
)
COUNTY OF CHATHAM) AGREEMENT FOR SERVICES

This Agreement, made and entered in to this _____ day of _____, 2007 by the City of Tybee Island, Georgia, (hereinafter the "City") and YMCA of Coastal Georgia, Inc. (hereinafter "YMCA").

WITNESSETH:

WHEREAS, the City is a municipal corporation under Georgia law authorized to provide recreational services, activities and facilities to citizens and is desirous of improving its ability to do so; and,

WHEREAS, the YMCA is a non-profit corporation engaged in providing programs, facilities and equipment for sporting and recreational activities and programming; and

WHEREAS, the City is desirous of entering into an agreement with YMCA in order to better provide recreational activities, equipment and facilities to the citizens of Tybee Island; and,

WHEREAS, the parties wish to enter into an agreement to jointly provide recreational facilities, services and programs to all citizens of Tybee Island; and,

WHEREAS, it is the intent of the City and YMCA to continue to work together in good faith under this agreement, the policies of the City and applicable laws of the City and the State of Georgia, to assure the success of the program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained the City and YMCA, intending to be legally bound, hereby covenant and agree as follows:

1. The YMCA shall provide a Director who will work with the City of Tybee Island to provide recreational programs for the City. The Director shall be a YMCA employee.
2. The YMCA Branch Director's responsibilities will be the following:
 - a. Coordinate with the City Manager to provide recreational programs to City residents.
 - b. Provide for open access to the gym by maintaining a presence in the building.
 - c. Provide financial statements including monthly budget to actual and annual revenues and expenditures.
 - d. Provide program evaluations and monthly program participation reports including resident and visitor statistics.

- e. Coordinate the scheduled maintenance of the gym with the building maintenance department through the use of work orders.
 - f. Provide capital equipment, namely fitness equipment, used exclusively in the YMCA fitness center located in the old school annex.
2. The YMCA will open the Solomon-Youmans Complex (the gym) to Tybee residents at no charge and will be allowed to partition the gym for YMCA programming. The YMCA will provide staff to monitor activities in the gym from:
 - a. 5:30 a.m. – 9:00 p.m. Monday – Thursday
 - b. 5:30 a.m. – 8:00 p.m. Friday
 - c. 8:00 a.m. – 6:00 p.m. Saturday
 - d. 1:00 p.m. – 5:00 p.m. Sunday
 3. The YMCA shall have exclusive use of the Annex Building used for the YMCA fitness center.
 4. The YMCA, through the YMCA Branch Director, shall determine fees for programs, and reduce the fees charged to Tybee Island residents for those programs by the following schedule:
 - a. \$20.00 for ages 1-64 for sports programs;
 - b. \$25.00 for ages 65 and above for sports programs
 - c. \$10.00 for Teen Center Club, Events, Dance & Parties
 - d. \$20.00 weekly for after school care, summer and holiday camp.
 5. The YMCA shall be responsible for the normal maintenance of the city owned facilities or areas that are assigned for the exclusive use of the YMCA. This does not include the cost of capital repairs to such facilities.
 6. The YMCA shall establish and maintain an Advisory Committee of City residents.
 7. The YMCA shall provide a list of proposed annual programs and a timeline to be presented to the City Council at the November meeting of each year. All new programs will be approved by the City Manager before implementing.
 8. The YMCA shall provide full fitness center membership rights at no charge for Tybee Island Fire Department and Tybee Island Police Department personnel.
 9. The YMCA shall coordinate with the City Manager all aspects of implementing this Agreement.
 10. The City shall pay the YMCA one-twelfth (1/12th) of the approved annual budget each month.

11. The City's responsibilities will be the following:
 - a. Designate the classrooms in the former school that are available for use by the YMCA
 - b. Provide telephone/fax/computer network for the gym.
 - c. Provide the utilities for the gym, old school and school annex building.
 - d. Provide for capital equipment, other than fitness equipment used exclusively in the YMCA fitness center, through the annual budget process.
 - e. Provide for capital improvements and modifications of the recreation facilities through the annual budget process.
 - f. Provide personnel to operate specialized cleaning equipment for the gym.
 - g. Coordinate the use of the recreation facilities for special events with the YMCA Director.
 - h. Provide evaluation of the YMCA programming, routine facility maintenance and utility usage.
12. The City will assist the YMCA in communicating and promoting all programs and services by posting information prepared by the YMCA on the Tybee Channel, and by distributing information in City Hall.
13. **USE OF CITY PROPERTY.** The City agrees to make its property available pursuant to this and such separate agreements as may be appropriate, for the use of the YMCA in conducting programs authorized hereunder and to provide certain equipment for use in the programs. The City will perform its ordinary and normal ground maintenance, however, if the requirements of the YMCA programs necessitate additional grounds maintenance, the YMCA will assist the City in preparing the property for use in the programs and the parties will cooperate in good faith in order to facilitate the programs.
14. **INDEPENDENT CONTRACTOR.** The relationship between the City and the YMCA shall be that of an independent contractor, and neither the YMCA nor its employees shall be deemed an employee, representative or agent of the City of any reason whatsoever. Neither the YMCA nor its employees is entitled to receive from the City any insurance coverage, workers' compensation benefits, pensions, profit sharing, paid vacation, sick leave, disability or other benefits which might normally be provided by the City to its officers or employees.
15. **COOPERATION BETWEEN THE PARTIES.** The City and the YMCA shall fully cooperate with each other in the programming, equipment handling, and equipment maintaining, transportation, and facility readiness.
16. **ASSIGNMENT AND SUBLEASING.** The YMCA may not without the consent of the City, sublease any premises described herein nor assign any of its rights or interests in any premises or this agreement without the written consent of the City.
17. **IDEMNIFICATION.** YMCA, its successors in title and assigns, shall indemnify, protect, save and hold harmless the City, its officers, council person, employees

and agents from and against any and all claims, demands, judgments, set-offs, losses, damages, liabilities, awards, fines, and expenses, including without limitation, the concurrent negligence of one or more of the parties herein indemnified and YMCA, its successors in title, and assigns, the contributory negligence of any party indemnified herein and any third party, and any attorney's fees, expenses or other costs associated with or incurred, based on or in any manner relating to the subject matter of this agreement or the use of any premises hereunder, including but not limited to, injury to person or property, actual damages, consequential damages, punitive damages, losses, set-offs, warranty claims, products liability claims, conversion claims, nuisance claims, provided however, that nothing contained in this provision shall be interpreted to indemnify or hold harmless any indemnified party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of such indemnified party. Without limiting the foregoing indemnity, YMCA, its successors and assigns, shall indemnify the City for all defense costs, including reasonable attorney's fees, judgments and mounts paid in settlement.

18. **INSURANCE.** The YMCA agrees that it shall at all times during the term hereof, at its own expense, and in the name of and for the protection of itself, the City, and such other persons as the City may designate, keep policies of insurance with an insurance company approved by the City as follows:
 - a. All equipment and improvements located on the premises shall be fully insured against loss by fire, lighting, windstorm and other casualties.
 - b. Public liability insurance in the usual form indemnifying the parties described above against loss or damage occasioned by any incident or casualty occurring in, upon or about the premises or the sidewalks, alleys or other property adjacent thereto or for any incident or casualty occurring or arising from or by reason of or in connection with activities conducted by YMCA and/or the City under this agreement. Such policy or policies shall provide at least the following limits of coverage: \$1,000,000.00 with respect to any injury to any one person; \$3,000,000.00 with respect to injury resulting from any one occurrence giving rise to liability; \$1,000,000.00 with respect to any injury or damage to property.
 - c. All insurance policies required pursuant to this agreement shall contain an express waiver of any rights of subrogation by the insurer against the City.

19. **RIGHT TO TERMINATE.** The City Council of The City of Tybee Island and YMCA agree that either party may terminate this agreement for any reason, or for no reason, upon giving the other party 30 days written notice of the termination.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal this
_____ day of _____, 2007.

CITY OF TYBEE ISLAND, GEORGIA

BY: _____
JASON BUELTERMAN, MAYOR

ATTEST: _____
VIVIAN WOODS, CITY CLERK

Reviewed and approved as to form:
BY: _____
EDWARD M. HUGHES, CITY ATTORNEY

Signed, Sealed and Delivered
In the presence of:

WITNESS

NOTARY PUBLIC

YMCA OF COASTAL GEORGIA, INC.

BY: _____

Print Name: _____

ATTEST: _____

Print Name: _____

Signed, Sealed and Delivered
In the presence of:

WITNESS

NOTARY PUBLIC

Backup material for agenda item:

13. The purpose of this agenda item is to acquire the City Council's approval to amend the SPLOST 2003 Capital Project Fund's fiscal year 2018-2019 budget by an increase of \$3,933,524, changing the budget from \$421,098.63 to \$4,354,622.63.



MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown Mayor Pro Tem
Wanda Doyle
Julie Livingston
Jackson Butler
Monty Parks
John Branigin



CITY OF TYBEE ISLAND

CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

City Council Agenda Item Request

Council Meeting Date for Request: February 28, 2019

Item: The purpose of this agenda item is to acquire the City Council’s approval to amend the SPLOST 2003 Capital Project Fund’s fiscal year 2018-2019 budget by an increase of \$3,933,524, changing the budget from \$421,098.63 to \$4,354,622.63.

Explanation: The purpose of this agenda item is acquire the City Council’s approval to amend the SPLOST 2003 Capital Project Fund’s fiscal year 2018-2019 budget to include the transfer of \$300,000 from the General Fund and the Series 2019 Revenue Bond proceeds of \$ 3,633,524; thus increasing the budget from \$421,098.63 to \$4,354,622.63 to pay for the construction cost of building a new marine science center. The State of Georgia Uniform Chart of Accounts state that “if special local option sales taxes are one of the funding sources (and no general obligation bonds are being used) fund 321 must be used for the total financing of the project”. Therefore, all of the revenue sources and costs related to building the new marine science center must be accounting for in the SPLOST 2003 Capital Project Fund.

Budget Line Item Number (if applicable):

A detail of the SPLOST 2003 Capital Project Fund’s budget changes by is shown below and in the “Attachment A” schedule included with this agenda item.

REVENUES

The detail of the changes to the Revenue Budget’s line items is explained below:

Department	Account Description	Account Number	Current Budget	(Expenditures)	Budget Balance	Requested		Amended Budget Balance
						Budget Adjustment Increase	Decrease	
REVENUE LINE ITEM INCREASES								
N/A	Interest Income	321.00.36.1000	274.00	(596.80)	(322.80)	0.00		(322.80)
N/A	Prior Year Fund Balance	321.00.39.1300	421,098.63	0.00	421,098.63	0.00		421,098.63
N/A	Transfer In from General Fund	321.00.39.1201	0.00	0.00	0.00	300,000.00		300,000.00
N/A	Premium on Bonds Sold	321.00.39.3400	0.00	0.00	0.00	223,524.00		223,524.00
N/A	Refunding of Bond Proceeds	321.00.39.3300	-	0.00	0.00	3,410,000.00		3,410,000.00
TOTAL LINE ITEM REVENUE INCREASES/DECREASES:						\$ 3,933,524.00	\$ -	\$ 4,354,299.83
Net Change						\$ 3,933,524.00		
CURRENT BUDGET:						\$ 421,098.63		
AMENDED BUDGET BALANCE 2-28-2019:						\$ 4,354,622.63		

- Transfers in \$300,000 from the General Fund to line item 321.00.39.1201, Transfer in from General Fund, this is the money previously dedicated to the marine science center project by the City Council;
- Establish a budget of \$223,524 in line item, 321.00.39.3400, Premium on Bonds Sold for the premium earned on selling the Series 2019 Revenue Bonds; and
- Establish a budget of \$3,410,000 in line item, 321.00.39.3300, Refunding of Bond Proceeds for the money received from issuing the Series 2019 Revenue Bonds.



EXPENDITURES

The detail of the changes to the Expenditure Budget's line items is explained below:

Department	Account Description	Account Number	Current Budget	(Expenditures)	Budget Balance	Requested		Amended Budget Balance
						Budget Adjustment Increase	Decrease	
EXPENDITURE LINE ITEM INCREASES\DECREASES								
N/A	Marine Sience Center	321.6172.57.2001	420,824.63	(46,470.92)	374,353.71		(280,000.00)	94,353.71
N/A	Buildings - MSC	321.6172.54.1310	0.00		0.00	3,800,000.00	280,000.00	4,080,000.00
					0.00	0.00	0.00	0.00
N/A	Issuance Costs	321.9000.58.4000	-	0.00	0.00	132,274.00	0.00	132,274.00
N/A	Fiscal Agent's Fees	321.9000.58.3000	-		0.00	1,250.00	0.00	1,250.00
N/A	Discounts on bonds Sold	321.9000.61.5000	-		0.00	0.00	0.00	0.00
			0.00		0.00	0.00	0.00	0.00
SUBTOTAL LINE ITEM EXPENDITURE INCREASES\DECREASES:						\$ 3,933,524.00	\$ -	\$ 4,307,877.71
Net Change						\$ 3,933,524.00		
CURRENT BUDG						\$ 421,098.63		
AMENDED BUDGET BALANCE 2-28-2019:						\$ 4,354,622.63	\$ -	

- Decrease line item, 321,6172.57.2001, Marine Science Center – Design by (\$280,000) to transfer the money to line item 321.3162.54.1310, Building for the construction phase of the project;
- Establish a budget of \$4,080,000 in the line item, 321.6172.54.1310, Building. This includes the following:
 - \$280,000 from SPLOST 2003 line item 321.6172.57.2001, Marine Science Center-Design
 - \$300,000 from the Transfer in from the General Fund, and
 - \$3,500,000 from the issuance of the Series 2019 Revenue Bonds.
- Establish a budget of \$132,274 in line item, 321.9000.58.4000, Issuance Costs to account for payments to bond underwriters, legal fees and other associated costs with bond issuance.
- Establish a budget of \$1,250 in line item, 321.9000.58.3000, Fiscal Agent Fees to account for payment to the Bank of New York Mellon for services rendered in paying interest and redeeming debt payments.

Paper Work: X Attached*
 Already Distributed
 Submitted by: Angela Hudson, Finance Director
 Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

February 20, 2019
 Date given to Clerk of Council

CITY OF TYBEE ISLAND, GEORGIA
BUDGET LINE ITEM AMENDMENT REQUEST FORM

Department Submitted By: 02/28/2019

Date Submitted:

Purpose: To amend the SPLOST 2003 FY19 budget to include the Series 2019 Revenue Bonds proceeds and related expenditure budget; and to include the transfer in from the General Fund.



Date Received by Finance:

FINANCE USE ONLY:
 Packet No.
 BA Ref No.
 Date Processed:

Department	Account Description	Account Number	Current Budget	(Expenditures)	Budget Balance	Requested Budget Adjustment		Adjusted Budget Balance
						Increase	Decrease	
REVENUE LINE ITEM INCREASES								
N/A	Interest Income	321.00.36.1000	274.00	(596.80)	(322.80)	0.00		(322.80)
N/A	Prior Year Fund Balance	321.00.39.1300	421,098.63	0.00	421,098.63	0.00		421,098.63
N/A	Transfer In from General Fund	321.00.39.1201	0.00	0.00	0.00	300,000.00		300,000.00
N/A	Premium on Bonds Sold	321.00.39.3400	0.00	0.00	0.00	223,524.00		223,524.00
N/A	Refunding of Bond Proceeds	321.00.39.3300	-	0.00	0.00	3,410,000.00		3,410,000.00
SUBTOTAL LINE ITEM REVENUE INCREASES\DECREASES:						\$ 3,933,524.00	\$ -	\$ 4,354,299.83
Net Change						\$ 3,933,524.00		
CURRENT BUDGET:						\$ 421,098.63		
AMENDED BUDGET BALANCE 2-28-2019:						\$ 4,354,622.63		

EXPENDITURE LINE ITEM INCREASES\DECREASES								
N/A	Marine Science Center	321.6172.57.2001	420,824.63	(46,470.92)	374,353.71		(280,000.00)	94,353.71
N/A	Buildings - MSC	321.6172.54.1310	0.00		0.00	3,800,000.00	280,000.00	4,080,000.00
					0.00	0.00	0.00	0.00
N/A	Issuance Costs	321.9000.58.4000	-	0.00	0.00	132,274.00	0.00	132,274.00
N/A	Fiscal Agent's Fees	321.9000.58.3000	-		0.00	1,250.00	0.00	1,250.00
N/A	Discounts on bonds Sold	321.9000.61.5000	-		0.00	0.00	0.00	0.00
			0.00		0.00	0.00	0.00	0.00
SUBTOTAL LINE ITEM EXPENDITURE INCREASES\DECREASES:						\$ 3,933,524.00	\$ -	\$ 4,307,877.71
Net Change						\$ 3,933,524.00		
CURRENT BUDGET:						\$ 421,098.63		
AMENDED BUDGET BALANCE 2-28-2019:						\$ 4,354,622.63	\$ -	

1.) Signature of Department Director: _____ Date: _____ Signature of Finance Employee who Processed the Request: _____

2.) Was the Budget Amendment Request approved by the City Council? YES NO N/A
 If yes, please indicate the date approval was given: _____ Date: _____
 Attach Copy of Agenda Item and minutes from the City Council Meeting

3.) Signature of Finance Director: _____ Date: _____

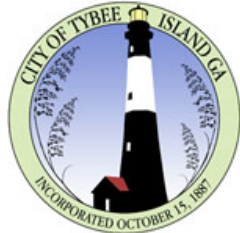
Backup material for agenda item:

14. The purpose of this agenda item is to present the City Council with cell tower lease proposal from T-Mobile to operate wireless cell phone\internet equipment from the 111 Butler Avenue water tower.



MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown Mayor Pro Tem
Wanda Doyle
Julie Livingston
Jackson Butler
Monty Parks
John Branigin



CITY OF TYBEE ISLAND

CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

City Council Agenda Item Request

Council Meeting Date for Request: February 28, 2019

Item: The purpose of this agenda item is to present the City Council with cell tower lease proposal from T-Mobile to operate wireless cell phone/internet equipment from the 111 Butler Avenue water tower.

Explanation: The purpose agenda item is determine if the City Council wishes to accept the lease terms and fee rates proposed by the T-Mobile. The current T-Mobile cell tower lease agreement will end August 11, 2019.

CURRENT T-MOBILE CELL TOWER LEASE AGREEMENT TERMS & RATES					
Description	Beginning Term Year	Ending Term Year	Monthly Lease Amount	Escalation Percentage Increase	Annual Income
Initial Contract Period	1999	2004	1,500.00	27.60%	18,000.00
1st renewal term	2004	2009	1,914.00	27.60%	22,968.00
2nd renewal term	2009	2014	2,443.00	27.60%	29,316.00
3rd renewal term	2014	2019	3,118.00	27.60%	37,416.00
Increased by 5%	Current	08/11/2019	3,273.90	32.60%	39,286.80
Grand Total					146,986.80

The Finance Department proposed the following lease term and rates to T-Mobile which they rejected:

FINANCE DEPARTMENT'S PROPOSED RENEWAL TERMS & RATES FOR THE T-MOBILE CELL TOWER LEASE AGREEMENT					
Description	Beginning Term Year	Ending Term Year	Monthly Lease Amount	Escalation Percentage Increase	Annual Income
Initial Contract Period	August 12, 2019	August 11, 2024	4,341.19	32.60%	52,094.30
1st renewal term	August 12, 2024	August 11, 2029	5,756.42	32.60%	69,077.04
2nd renewal term	August 12, 2029	August 11, 2034	7,633.01	32.60%	91,596.15
3rd renewal term	August 12, 2034	August 11, 2039	10,121.37	32.60%	121,456.50
Grand Total					334,223.98



T-Mobile representatives submitted the following cell tower lease terms and rate proposal:

T-MOBILE PROPOSED RENEWAL CELL TOWER LEASE AGREEMENT					
Description	Beginning Term Year	Ending Term Year	Monthly Lease Amount	Escalation Percentage Increase	Annual Income
Initial Contract Period	August 12, 2019	August 11, 2024	3,601.29	10%	43,215.48
1st renewal term	August 12, 2024	August 11, 2029	3,961.42	10%	47,537.03
2nd renewal term	August 12, 2029	August 11, 2034	4,357.56	10%	52,290.73
3rd renewal term	August 12, 2034	August 11, 2039	4,793.32	10%	57,519.80
4th renewal term	August 12, 2039	August 11, 2044	5,272.65	10%	63,271.78
				Grand Total	263,834.83

A copy of T-Mobile’s written lease extension proposal is included as an attachment with this agenda item, along with the company’s equipment construction drawings.

Budget Line Item Number (if applicable): Current Budget Amendment Amended Budget

The money from the T-Mobile cell tower lease is accounted for in the water and sewer fund under revenue account number, 505.00.38.1002, Tower Space Rental Revenue.

Paper Work: X Attached*
 Already Distributed

Submitted by: Shawn Gillen, City Manager

Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

February 21, 2019

Date given to Clerk of Council

LEASE EXTENSION PROPOSAL – TERM SHEET

To: Angela Hudson
From: Jon Moodie on behalf of T-Mobile
Subject: Site #: 8SV0943A | Lease #: 107621 | Focus #: MF-309533.1
Date: August 10, 2018

On the terms and conditions set forth below, T-Mobile would consider extending its existing lease agreement for the site located at:

Property / Site Address: 111 Butler Avenue Tybee Island , Georgia 31328

Current Term Expiration Date: Aug 11, 2019

New Rent

- A. New Base Rent \$3,601.29
B. New Rent Frequency Monthly
C. New Escalations 10 %
D. New Escalation Frequency Term

New Term

- A. Number of Renewal Terms 4
B. Renewal Term Length (months) 60

Rent Guarantee Period

- A. Rent Guarantee Period (months)
B. Rent Guarantee Value 0

Other

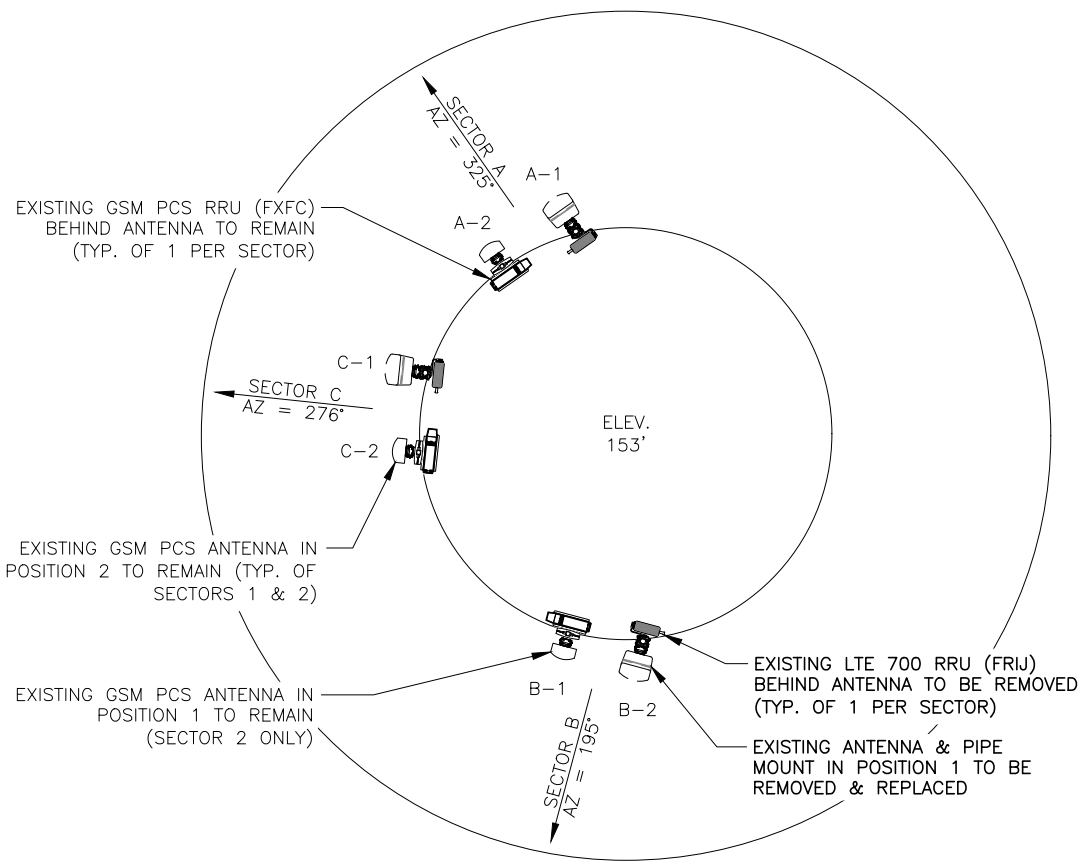
- A. Please verify or write in the correct legal ownership for this Property. Is this correct? Yes / No
City Of Tybee Island
B. Please verify or write in the correct address for the Property where the Site is located. Is this correct? Yes / No
111 Butler Avenue Tybee Island , Georgia 31328
C. Please verify or write in the correct address for notice and correspondence. Is this correct? Yes / No
P.O Box 2749 Tybee Island , Georgia 31328

Landlord Initial: _____

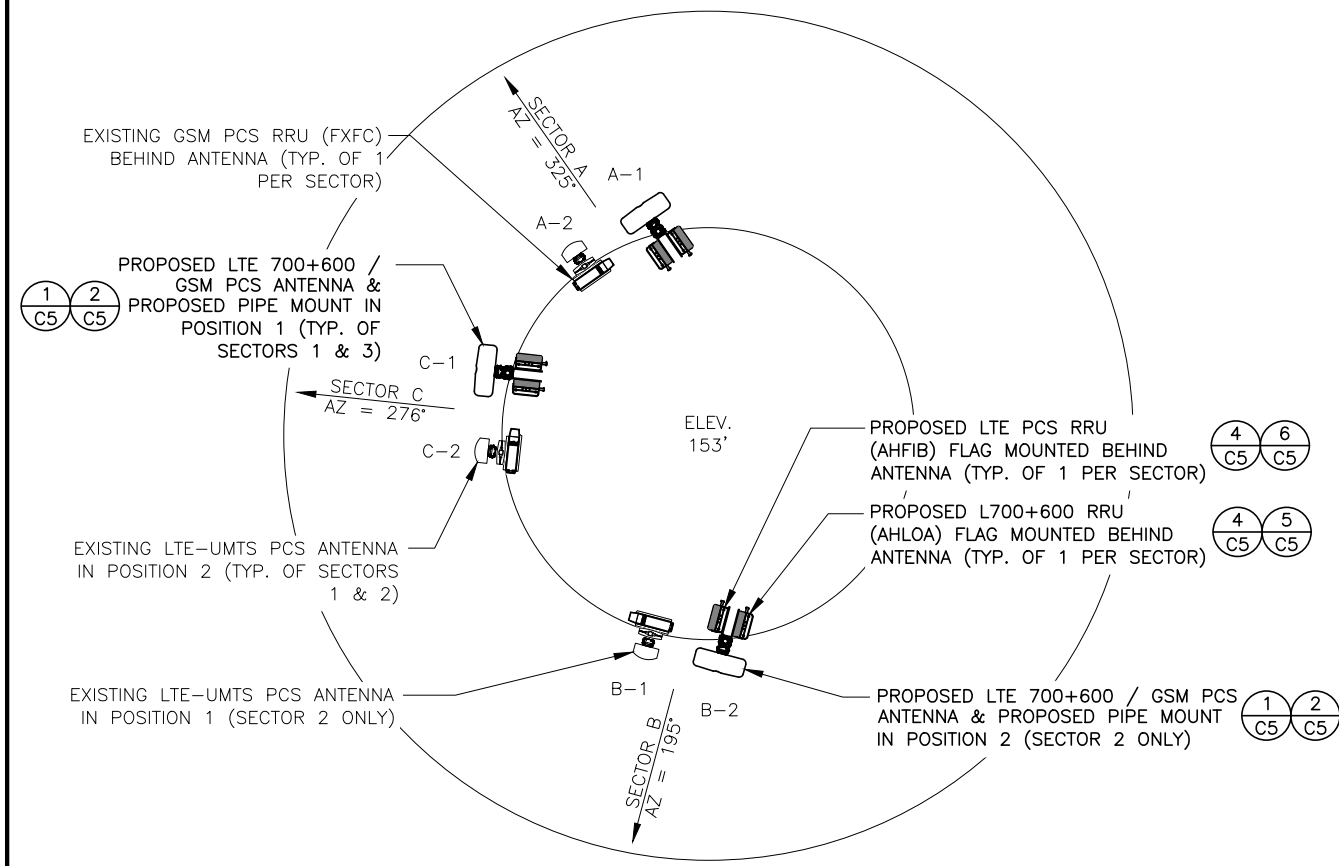
Tenant Initial: _____

**This proposal will expire at the close of business 10 days from the date of this Term Sheet unless extended by a T-Mobile officer or director. Landlord may consent to the above terms outlined above by initialing as indicated above and returning to T-Mobile (add POC). Please note that this proposal is not a binding commitment and is subject to review and approval of documentation by all parties. Participation in this program is not required and T-Mobile will continue to abide by the terms of the original Lease Agreement between the parties, including exercising termination rights where they exist. If the parties agree to move forward with the proposed lease extension, they will enter into a mutually acceptable lease amendment, which contains the agreed upon terms and conditions in this Term Sheet.

NOTE:
OTHER CARRIER ANTENNAS ARE
OMITTED FOR CLARITY PURPOSES.



NOTE:
OTHER CARRIER ANTENNAS ARE
OMITTED FOR CLARITY PURPOSES.



REV	DATE	DESCRIPTION
A	07/10/18	PRELIM PLANS
0	07/30/18	FINAL PLANS ISSUED

PROJECT NO.:	12-1351.1
DRAWN BY:	J. MALLISON
PROJECT MANAGER:	D. REVELS
CHECKED BY:	D. REVELS

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



13051 TELECOM PARKWAY, SUITE 100
TEMPLE TERRACE, FLORIDA 33637
(813) 615-1422
CERTIFICATE OF AUTHORIZATION PEF005626

7025 A.C. SKINNER PARKWAY
JACKSONVILLE, FL 32256

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JEREMY D. SHARIT, PE (#37206) ON JULY 30 2018 USING A DIGITAL SIGNATURE IN ACCORDANCE WITH SECTION 180-12.02(9) OF THE RULES AND REGULATIONS OF THE STATE OF GEORGIA, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JEREMY D. SHARIT PE GA LIC PE37206

TYBEE ISLAND
8SV0943-A
111 BUTLER AVENUE TYBEE ISLAND, GEORGIA 31328 (CHATHAM COUNTY)
SHEET NAME
ANTENNA LAYOUTS
SHEET NUMBER
C4

REV	DATE	DESCRIPTION
A	07/10/18	PRELIM PLANS
0	07/30/18	FINAL PLANS ISSUED

PROJECT NO.:	12-1351.1
DRAWN BY:	J. MALLISON
PROJECT MANAGER:	D. REVELS
CHECKED BY:	D. REVELS

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

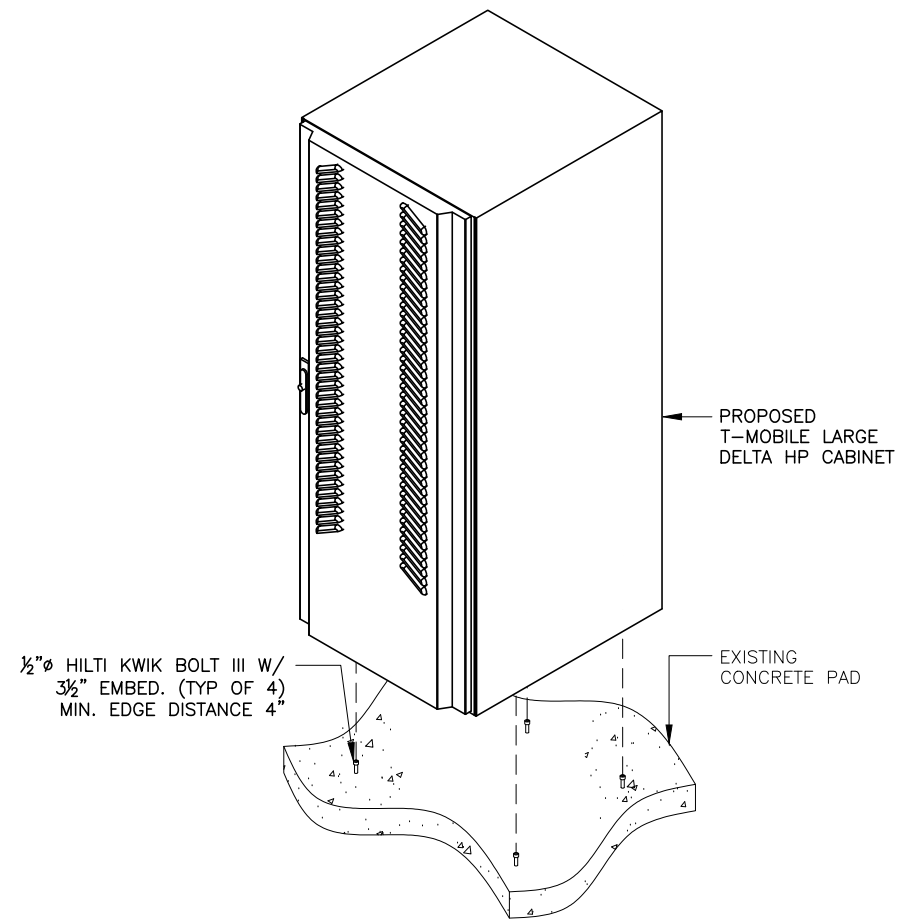
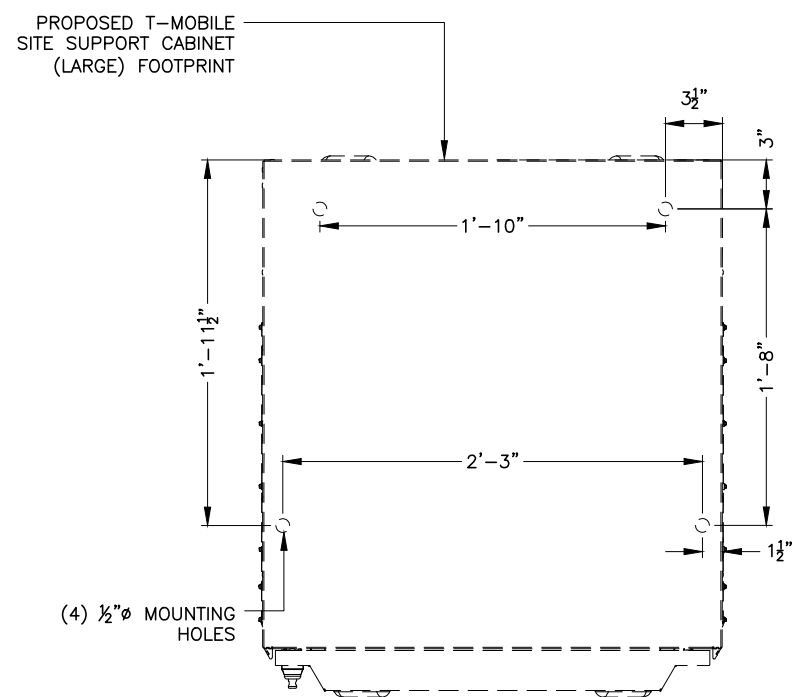


13051 TELECOM PARKWAY, SUITE 100
 TEMPLE TERRACE, FLORIDA 33637
 (813) 615-1422
 CERTIFICATE OF AUTHORIZATION PEF005626



THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JEREMY D. SHARIT, PE (#37206) ON JULY 30 2018 USING A DIGITAL SIGNATURE IN ACCORDANCE WITH SECTION 180-12.02(9) OF THE RULES AND REGULATIONS OF THE STATE OF GEORGIA, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 JEREMY D. SHARIT PE GA LIC PE37206

TYBEE ISLAND
8SV0943-A
111 BUTLER AVENUE TYBEE ISLAND, GEORGIA 31328 (CHATHAM COUNTY)
SHEET NAME
DETAILS
(2 OF 2)
SHEET NUMBER
C6



REV	DATE	DESCRIPTION
A	07/10/18	PRELIM PLANS
0	07/30/18	FINAL PLANS ISSUED

PROJECT NO.:	12-1351.1
DRAWN BY:	J. MALLISON
PROJECT MANAGER:	D. REVELS
CHECKED BY:	D. REVELS

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



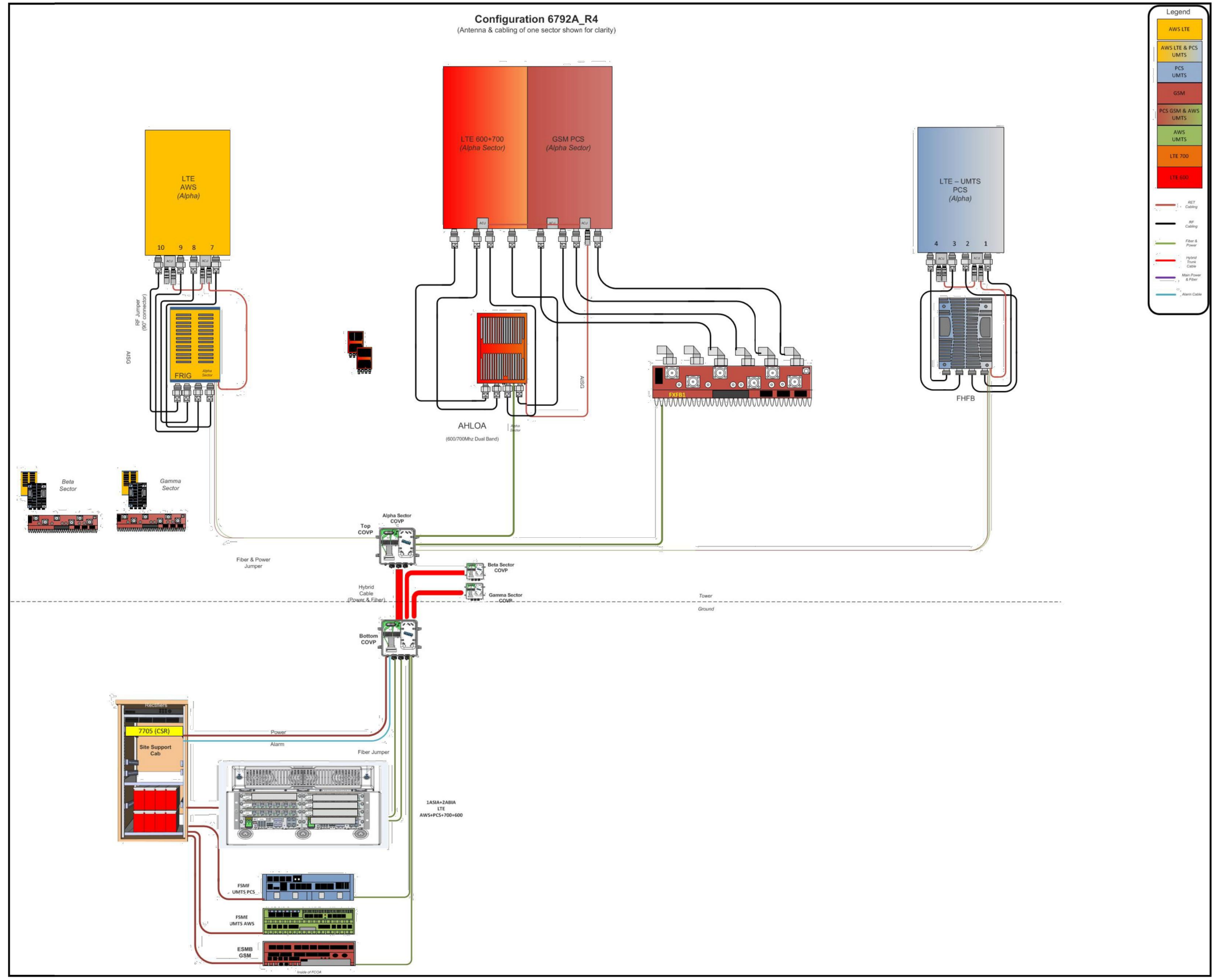
13051 TELECOM PARKWAY, SUITE 100
 TEMPLE TERRACE, FLORIDA 33637
 (813) 615-1422
 CERTIFICATE OF AUTHORIZATION PEF005626



THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JEREMY D. SHARIT, PE (#37206) ON JULY 30 2018 USING A DIGITAL SIGNATURE IN ACCORDANCE WITH SECTION 180-12.02(9) OF THE RULES AND REGULATIONS OF THE STATE OF GEORGIA, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JEREMY D. SHARIT PE GA LIC PE37206

TYBEE ISLAND
8SV0943-A
111 BUTLER AVENUE TYBEE ISLAND, GEORGIA 31328 (CHATHAM COUNTY)
SHEET NAME
PROPOSED ANTENNA PLUMBING DIAGRAM
SHEET NUMBER
RF2



REV	DATE	DESCRIPTION
A	07/10/18	PRELIM PLANS
0	07/30/18	FINAL PLANS ISSUED

PROJECT NO.:	12-1351.1
DRAWN BY:	J. MALLISON
PROJECT MANAGER:	D. REVELS
CHECKED BY:	D. REVELS

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



13051 TELECOM PARKWAY, SUITE 100
 TEMPLE TERRACE, FLORIDA 33637
 (813) 615-1422
 CERTIFICATE OF AUTHORIZATION PEF005626

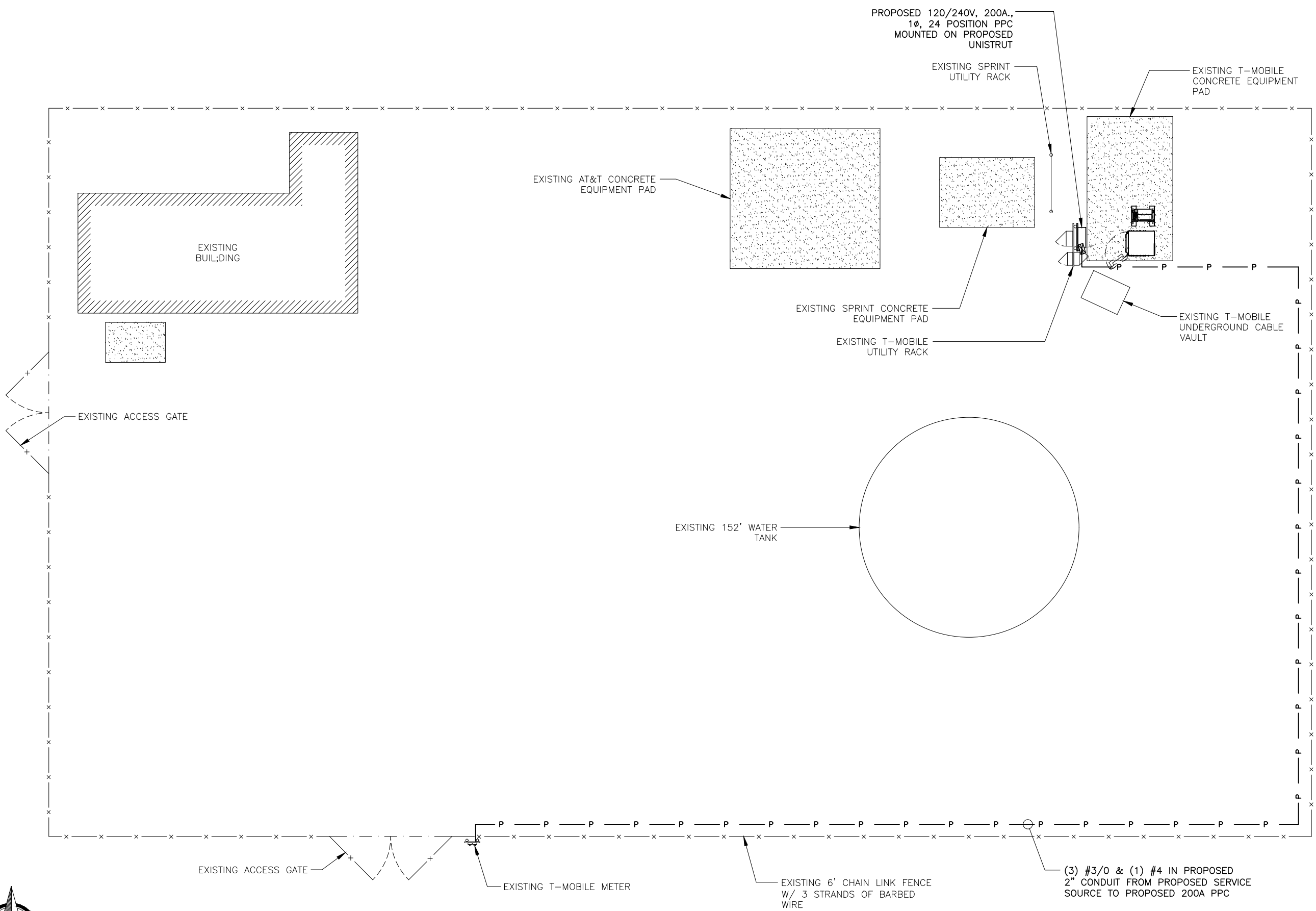


THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JEREMY D. SHARIT, PE (#37206) ON JULY 30 2018 USING A DIGITAL SIGNATURE IN ACCORDANCE WITH SECTION 180-12.02(9) OF THE RULES AND REGULATIONS OF THE STATE OF GEORGIA, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 JEREMY D. SHARIT PE GA LIC PE37206

TYBEE ISLAND
 8SV0943-A
 111 BUTLER AVENUE
 TYBEE ISLAND, GEORGIA 31328
 (CHATHAM COUNTY)

SHEET NAME
 SITE CONDUIT ROUTING PLAN

SHEET NUMBER
 E3



REV	DATE	DESCRIPTION
A	07/10/18	PRELIM PLANS
0	07/30/18	FINAL PLANS ISSUED

PROJECT NO.:	12-1351.1
DRAWN BY:	J. MALLISON
PROJECT MANAGER:	D. REVELS
CHECKED BY:	D. REVELS

THIS DRAWING IS COPYRIGHTED AND IS THE SOLE PROPERTY OF THE OWNER. IT IS PRODUCED SOLELY FOR USE BY THE OWNER AND ITS AFFILIATES. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.



13051 TELECOM PARKWAY, SUITE 100
 TEMPLE TERRACE, FLORIDA 33637
 (813) 615-1422
 CERTIFICATE OF AUTHORIZATION PEF005626

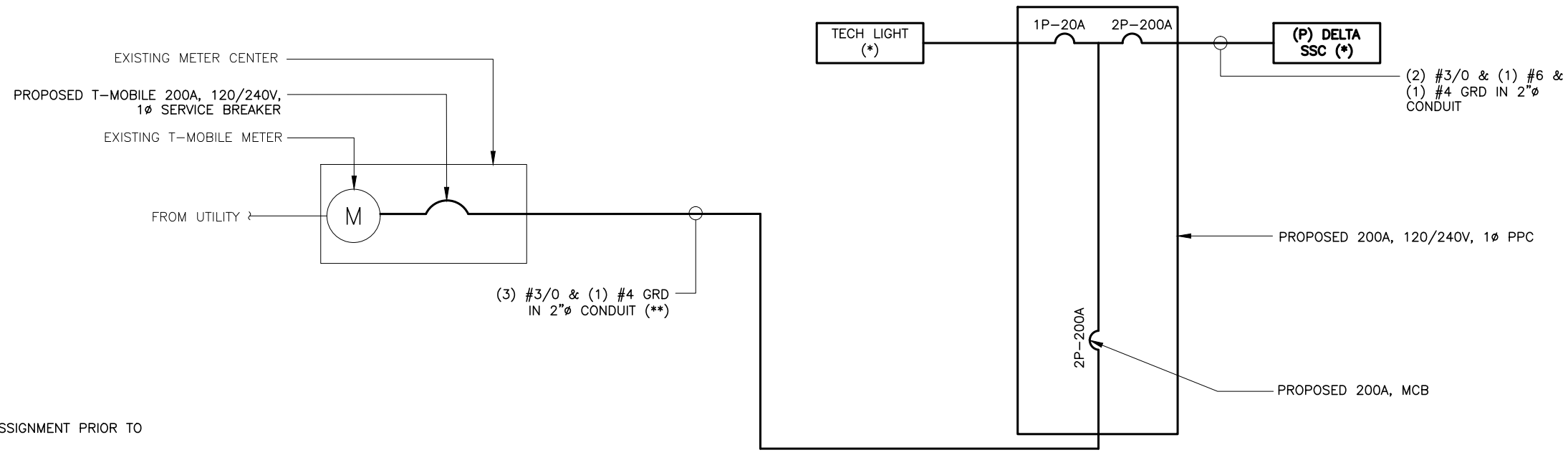


THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JEREMY D. SHARIT, PE (#37206) ON JULY 30 2018 USING A DIGITAL SIGNATURE IN ACCORDANCE WITH SECTION 180-12.02(9) OF THE RULES AND REGULATIONS OF THE STATE OF GEORGIA, WITH A DIGITAL CERTIFICATE ISSUED BY ENTRUST, INC. PLEASE REFERENCE SHEET T1 TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
 JEREMY D. SHARIT PE GA LIC PE37206

TYBEE ISLAND
 8SV0943-A
 111 BUTLER AVENUE
 TYBEE ISLAND, GEORGIA 31328
 (CHATHAM COUNTY)

SHEET NAME
 ELECTRICAL ONE-LINE DIAGRAM

SHEET NUMBER
 E5



- NOTES:**
- (*) CONTRACTOR TO VERIFY BREAKER ASSIGNMENT PRIOR TO CONSTRUCTION
 - (**) CONTRACTOR TO REPLACE EXISTING FEEDERS TO (3) #3/0 & (1) #4 GRD IN 2" CONDUIT

Backup material for agenda item:

15. Georgia Power Company Distributed Generation Agreement



***Distributed Generation (“RNR”) Service Agreement
Georgia Power Company***

Subject to the terms and provisions of O.C.G.A. § 46-3-50 et seq. (The Georgia Cogeneration and Distributed Generation Act of 2001) and the rules, regulations and tariffs of Georgia Power Company (“Company”), the undersigned Provider herewith applies for metering and interconnection service and the provision of a distributed generation energy supply to the Company as follows:

Georgia Power Customer Information:

Provider’s Name (Should be the same as on the Georgia Power Account)

Project’s Service Address

Georgia Power Account Number

Provider’s Mailing Address

Contact Person, if different than account name

Phone Number

E-mail Address

Fax Number

Network Underground Customer? Yes* No

*If yes, contact the Georgia Power Distributed Generation Project Manager at GPCGoRenew@southernco.com before completing.

Installer Information:

Name

Phone Number

Address

Installation Company

E-mail Address

Fax Number

GENERATOR INFORMATION

The Provider or Provider’s designated representative shall supply the following information. All applicable items must be completed in order that the Company may review the Provider’s generating facilities for interconnection with the Company’s distribution system. It is the Provider’s responsibility to construct and maintain an interconnected generator that meets safety, power quality, and interconnection requirements as specified in the Southern Company document entitled “Parallel Operation of Generation on the Distribution System”.

Manufacturer & Model Number

Type (Wind-Turbine, Photovoltaic, or Fuel cell, etc.): _____

DC (Nameplate) Kilowatt (kW) Rating: _____

Kilovolt-Ampere (kVA) Rating: _____

Voltage Rating: _____ Ampere Rating: _____

Number of Phases: _____ Frequency: _____

Is this an induction generator? Yes No

If yes, reactive power (in VARs) required is _____ at no load and _____ at full load.

Do you plan to export power? Yes No

If yes, annual energy amount Provider expects to export (kWh): _____

Expected Start-up Date: ____/____/____

Is the normal operation of this generator intended to provide power to meet base load, demand management, standby, back-up, or other? (Please describe): _____

Is the required one line diagram attached? Yes No

If no, please explain: _____

Is the list of specifications on protective devices attached? Yes No

Is the layout sketch showing lockable, “visible” disconnect device attached? Yes No

METERING, INTERCONNECTION, AND BILLING INFORMATION

Terms and conditions of [Renewable and Nonrenewable Resources Tariff \(RNR-8\)](#) (or its successor) as approved by the Georgia Public Service Commission (GPSC) are incorporated by reference in this document. Company reserves the right to modify this agreement during its term based upon modification of RNR-8 (or its successor) terms and conditions as approved by the GPSC.

The Single Directional Metering Option requires two (2) meters and is only available for solar photovoltaic facilities. All of the solar energy produced is measured through the additional meter and purchased by the Company according to RNR-8 (or its successor). The Bi-directional Metering Option requires one (1) meter capable of measuring electricity flow in both directions and is available to all technologies, including solar.

Company agrees to compensate Provider for energy deliveries according to the “Payment for Energy” section of RNR-8 (or its successor). Purchases under the Bi-directional Metering Option are only for the energy generated by the Provider, and the Provider retains environmental attributes. Purchases under the Single Directional Metering Option, for contracts executed before January 1, 2011, include any environmental attributes, however denominated, including all benefits and entitlements in addition to the electrical output. Purchases under the Single Directional Metering Option, for contracts executed after January 1, 2011, do not include any environmental attributes and the energy shall be purchased at avoided cost pricing. Such compensation may increase and/or decrease during the contract term according to current GPSC policy.

Provider selects the following metering option: Single Bi-directional

Provider’s equipment shall be engineered, designed, installed, maintained and operated by Provider at Provider’s own expense. Provider shall provide all equipment necessary to meet applicable safety, power quality and interconnection requirements established, from time to time, by the National Electrical Code, National Electric Safety Code, the Institute of Electrical and Electronic Engineers and Underwriters Laboratories. Provider shall comply with the requirements for parallel operation as established in the latest edition of Southern Company Parallel Operation of Generation on the Distribution System document. Copies of such requirements and O.C.G.A. § 46-3-50 et seq. are available from the Company.

Company agrees to provide interconnection and metering capability at the above listed service address at Provider’s expense. In addition to any initial interconnection and metering installation costs, the Provider is also responsible for all monthly and on-going operation and maintenance costs. Based on existing facilities and project scope, Company reserves the right to require that Provider execute the Company’s Interconnection Agreement if Provider’s generator interconnection requires Company facilities other than a meter.

Provider shall pay a monthly metering service charge as specified in RNR-8 (or its successor). Charges shall be payable for the term of this agreement regardless of sales to the Company by Provider. This service charge may be updated from time to time by the Georgia Public Service Commission.

Measuring energy flows shall meet the requirements of O.C.G.A. § 46-3-55. Where such measurement shows generation by the Provider for which a credit or payment shall be made, the terms and conditions of RNR-8 (or its successor) will govern compensation to the Provider.

Company shall have the right, but not the obligation, to inspect from time to time the portions of Provider's facility that interconnect or relate to the safety of the provision of energy to Company.

Company reserves the right to disconnect Provider's equipment from Company lines and facilities when in Company's judgment continued parallel operation is unsafe or may cause damage to persons or property. Provider's equipment shall also be disconnected if Provider fails to comply with Company's parallel operation requirements. Upon such separation, Company shall promptly notify Provider so that any unsafe condition can be corrected.

Unless terminated for default in the performance of the obligations hereunder, this agreement is for a term of five (5) years. In the event of an early termination or default by Provider, Provider shall pay the unpaid metering charges for the entire term. Notices hereunder shall be effective upon posting to the addresses stated hereon.

Provider represents that any sales to Georgia Power pursuant to this Agreement shall be deemed to be in accordance with the obligations of Georgia Power and the Georgia Public Service Commission pursuant to Section 210 of PURPA, 16 U.S.C. § 824a-3 and the GPSC's orders thereunder.

PROVIDER

Name (Please print): _____

Signature: _____

Date: _____

GEORGIA POWER COMPANY

By: _____

Title: _____

Acceptance Date: _____

Backup material for agenda item:

16. GCIC NCJ User Agreement



**Georgia Crime Information Center
Non-Criminal Justice
User Agreement**

This document constitutes an agreement between the Georgia Crime Information Center (GCIC), the State repository for Georgia criminal history record information (CHRI) and access point for federal CHRI and the agency accessing and/or obtaining fingerprint-based state and/or federal CHRI for authorized employment or licensing purposes.

AGENCY: City of Tybee Island ORI: GA923331Z

ADDRESS: P.O. Box 2749 403 Butler Ave

CITY: Tybee Island STATE: GA ZIPCODE: 31328

This agreement sets forth duties and responsibilities for GCIC and the agency accessing and/or obtaining information from the GCIC network.

General Provisions

Georgia law authorizes the Georgia Crime Information Center (GCIC), a division of the Georgia Bureau of Investigation (GBI), to disseminate CHRI to private persons and businesses, public agencies and political subdivisions as provided in the Official Code of Georgia Annotated (O.C.G.A.) §§ 35-3-34 and 35-3-35.

Use of Georgia and FBI CHRI obtained under this User Agreement is solely for the purpose requested and cannot be disseminated outside the receiving agency. O.C.G.A. § 35-3-38 establishes criminal penalties for requesting, obtaining, communicating or attempting to communicate criminal history record information under false pretenses or in a negligent manner.

As specified by GCIC Council Rules, GCIC reserves the right to impose administrative sanctions, including termination of this agreement, with or without notice upon determining that the Agency has violated the terms of this agreement, GCIC Council Rules, or the laws pertaining to the proper use and dissemination of CHRI; such termination shall be pursuant to GCIC Council Rules.

Agency Contacts

Agencies shall appoint a Point of Contact (POC) and a Local Agency Security Officer (LASO).

The agency POC will be the responsible party for ensuring the agency is compliant with GCIC and FBI policies as well as completing audit documentation. GCIC must be notified in writing whenever there is a change in the agency head or contact and the new agency head or contact must sign a new User Agreement. User Agreements must be re-signed every two (2) years, even if the agency head or contact remains the same.

The LASO shall support policy compliance and ensure the GCIC is promptly informed of security incidents identify who is using the approved hardware, software, and firmware and ensure no unauthorized individuals or processes have access to the same. The LASO shall also

identify and document how the equipment is connected to the state system, ensure that personnel security screening procedures are being followed and that the approved and appropriate security measures are in place and working as expected.

_____ (Agency Head initials) SS (Point of Contact initials)

Fingerprinting

Agencies which choose to utilize a law enforcement agency for fingerprinting, should enact a Memorandum of Understanding with the LEA establishing the terms of the service provided. Both the Agency Head of the non-criminal justice agency and the law enforcement agency should sign and agree to the terms of the agreement.

_____ (Agency Head initials) SS (Point of Contact initials)

Applicant Privacy Rights Notification

Agencies that conduct a fingerprint-based criminal history record check for employment or licensing purposes are obligated to ensure the applicant is provided written notice (written notification includes electronic notification, but excludes oral notification) that his/her fingerprints will be used to check criminal history records maintained by the GCIC and the FBI (when a federal record check is so authorized) and the results of the check are handled in a manner that protects the applicant's privacy. *See NCJ Guide for additional information on Agency Responsibilities pertaining to Applicant Privacy Rights*

_____ (Agency Head initials) SS (Point of Contact initials)

Audits

Agencies utilizing this service agree to audits by the GCIC and the FBI. Audits will be conducted on a biennial schedule, however agencies may be audited more frequently at the direction of the GCIC. Agencies agree to keep all records necessary to facilitate a security audit by the GCIC. Examples of records that may be subject to audit are: criminal history records, notification that an individual has no criminal history, agency policies and procedures articulating the provisions for physical security, records of all disseminations of CHRI, and a current executed User Agreement with GCIC.

_____ (Agency Head initials) SS (Point of Contact initials)

Training

All agency and vendor personnel who have access to criminal history record information must successfully complete the GCIC Security Awareness Training within sixty days of employment or initial assignment, and biennially thereafter via the GCIC Learning Management System (LMS) A GCIC Awareness Statement will be electronically signed after the completion of the training.

_____ (Agency Head initials) SS (Point of Contact initials)

Outsourcing

Prior to engaging in the outsourcing of any noncriminal justice administrative functions, such as shredding, document storage, etc., the Agency is required to request and receive written permission from the Deputy Director of the GCIC. *See NCJ Guide for additional information on The Outsourcing of Noncriminal Justice Administrative Functions).*

_____ (Agency Head initials) SS (Point of Contact initials)

GCIC will provide services as long as a valid User Agreement exists.

Agency Head


Signature/Title

Jason Buelterman
Print Name

jbuelterman@cityoftybee.org
Email Address

Date

Agency POC


Signature

Sharon S. Shaver
Print Name

sshaver@cityoftybee.org
Email Address

Date

LASO

Signature

Print Name

Email Address

Date

GCIC POC

Signature

Print Name

Email Address

Date

Please send the signed GCIC Non-Criminal Justice User Agreement to:
NCJ.TrainingTeam@gbi.ga.gov

**Criminal Justice Information System
Management Control Agreement**

The _____ and
Criminal Justice Agency (CJA)

the _____ agree
Non-Criminal Justice Agency (NCJA)

that the CJA is responsible for conducting state and national fingerprint-based and name-based background checks in order to grant/deny access to criminal justice information (CJI) for applicants/personnel of the NCJA pursuant to the GCIC Council Rules and the FBI CJIS Security Policy.

It is understood that the CJA is responsible for the management control with respect to the administration of the portion of the computer systems and network infrastructure interfacing directly or indirectly with the Georgia CJIS Network for the interstate exchange of CJI/criminal history record information (CHRI).

The CJA shall have the authority to set, maintain and enforce through management control:

- (1) Standards for the selection, supervision, and termination of personnel access to CJI.
- (2) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to CJI/CHRI, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (3) Restriction of unauthorized personnel from access or use of equipment accessing the Georgia CJIS Network.
- (4) Compliance with all rules and regulations of the aforementioned CJA policies and the CJIS Security Policy in the operation of all information received.

Management control of the criminal justice function remains solely with the CJA. (FBI CJIS Security Policy, Section 5.1.1.4.) The GCIC Council Rules and FBI CJIS regulations serve as the authoritative source of management control guidance in all matters relating to personnel investigations and standards, as well as Georgia CJIS Network supervision and monitoring. This agreement covers the overall supervision of all CJA systems, applications, equipment, systems design, programming, and operational procedures associates with the development, implementation, and maintenance of CJA systems to include GCIC/NCIC programs that may be subsequently designed, and/or implemented within the CJA.

In WITNESS WHEREOF, the parties have executed this agreement as of the date set forth:

CJA Agency Head Signature

Print Name

Date

NCJA Agency Head Signature

Print Name

Date

Backup material for agenda item:

17. Resolution - SPLOST



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND:

WHEREAS, the City of Tybee Island is an authorized municipality organized and existing under the laws of the State of Georgia; and

WHEREAS, as a qualified municipality, the City of Tybee Island is entitled to provide certain services and is required to comply with certain obligations; and

WHEREAS, as part of the accounting and budgeting process, the City of Tybee Island is to comply with Governmental Accounting Standards, Board Requirements and Statements; and

WHEREAS, the City of Tybee Island is to maintain its accounts in an appropriate manner so as to comply with auditing requirements and accounting standards and may designate certain funds as enterprise funds or other funds with different status including general funds, special revenue funds, capital project funds, debt service funds, permanent funds, etc.; and

WHEREAS, the City of Tybee Island wishes to clarify certain funds and to establish the authority for the transfer to and from certain funds as may be necessary and appropriate and to restrict transfers from certain funds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council, in open meeting duly assembled, as follows:

1. To provide for the raising of revenues and appropriations of funds to support the City of Tybee Island, Georgia for fiscal year beginning July 1, 2018 and ending June 30, 2019 in order to provide for the operations of government departments; elected officials, other governmental activities; and to provide for the level of personnel authorized for the various departments the City of Tybee Island hereby amends and adopts the Fiscal Year 2018-2019 Revenue and Expenditure Operating and Capital Budget for the following funds:

SPLOST 2003 Capital Project Fund-321	\$4,354,622.63.
--------------------------------------	-----------------

2. Tybee Island has previously designated certain funds for debt service to be specifically reserved to account for and are restricted to, committed or assigned funds for the expenditure for principle and interest obligations.

3. There is an established special revenue fund used to account and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

4. Capital project funds currently assigned are to include funds set aside by the mayor and council for greenspace, beach renourishment, and capital projects on the city's capital improvement plan as established by the mayor and council.

5. Tybee Island receives Special Purpose Local Option Sales Tax Funds, which are to be separately maintained and segregated and only used for the expenditures for capital improvement projects authorized by county-wide referendum, intergovernmental agreement, and the agreed capital improvement plan of the City.

6. Tybee Island receives hotel/motel tax proceeds which are to be maintained and used as required by Georgia law and only in accordance therewith.

7. Tybee Island continuously accumulates funds for beach nourishment purposes and, further, seeks additional funding for beach nourishment projects including from federal sources, state, county and grant sources to acquire sufficient funds for such projects. All funds received from whatever source in connection with a beach nourishment project must be accounted for in a completely transparent manner and consistent with any restrictions imposed by the grantor of such funds. No transfers from any such restricted funds can be made except upon the express approval of the mayor and council.

8. There is hereby established a stabilization fund to be used to account for transfers from other funds when necessary, with all such transfers being reported to the mayor and council if made by other than the express approval of the mayor and council

9. WHEREAS, The Finance Director has presented for adoption and/or approval the matters addressed herein.

IT IS SO RESOLVED, this the ____ day of _____, 2019.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jason Buelterman, Mayor

ATTEST:

By: _____
Clerk of Council

Backup material for agenda item:

18. First Reading, 2019-03, Graffiti



ORDINANCE NO. 2019-03

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
REGARDING GRAFFITI

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, including the environment thereof; 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 amend the Code of Ordinances for the City of Tybee Island, Georgia, Section _____ relating to graffiti.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, Section _____ dealing with graffiti so that hereafter the section and Code shall read as hereinafter provided.

SECTION 1

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Section _____ to be added so that hereafter such section shall read follows:

Sec. _____.

Sec. ____-1. Purpose and Intent. The City Council of the City of Tybee Island is enacting this ordinance to help prevent the spread of graffiti vandalism and to establish a program for the removal of graffiti from public and private property. The Council is authorized to enact this ordinance pursuant to its police powers under Georgia law, as well as the City Charter, to provide for the removal of graffiti from private and public property.

Sec. ____-2. Findings; Nuisance. Council finds that graffiti is a public nuisance and destructive of the rights and values of property owners, as well as the entire community. Unless the City acts to require the removal of graffiti from public and private property, the graffiti tends

to remain and other properties then become the target of graffiti and entire neighborhoods are affected and become less desirable all to the detriment of the City. Further, the City finds that rapid or prompt removal (less than 72 hours) serves as a deterrent to future defacement and such defacement is less likely to reappear. The City finds that graffiti and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates, signage, other structures, trees, and other real and personal property within the City constitutes a nuisance.

The City Council intends, through the adoption of this ordinance to provide additional enforcement tools to protect public and private property from acts of graffiti vandalism and defacement. This ordinance is not intended to conflict with any existing state laws prohibiting or impacting graffiti.

Sec. ___-3. Definitions.

For purposes of this ordinance, the following words shall have the meanings respectively subscribed to them in this section except where the context clearly indicates a different meaning:

- (a) *Aerosol paint container* means any aerosol container that is adapted or made for the purpose of applying spray paint or other substance capable of defacing property.
- (b) *Broad tip marker* means any felt tip indelible marker or similar implement with a flat or angled writing surface that, at its broadest width, is greater than one-fourth of an inch, containing ink or other pigmented liquid that is not water soluble.
- (c) *Etching equipment* means any tool, device, or substance that can be used to make permanent marks on any natural or man-made surface.
- (d) *Graffiti* means any unauthorized inscription, word, figure, painting, or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement to the

extent that the graffiti was not authorized in advance of the owner or occupant of the property or, despite advance authorization, is otherwise deemed a public nuisance by the City Council. See also O.C.G.A. § 17-15A-2 which is incorporated herein by reference.

(e) *Graffiti abatement* shall mean the abatement procedure that identifies graffiti, issues notices to the landowner to abate the graffiti, and cures or removes such graffiti in absence of a response.

(f) *Graffiti implement* means an aerosol paint container, a broad tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush, or any other device capable of scarring or leaving a visible mark on any natural or man-made surface.

(g) *Gum label* means any substance consisting of a material such as, but not limited to, paper, fabric, cloth, plastic, vinyl and/or any other similar material, whether the material also contains one or more surfaces containing a substance such as, but not limited to, any material commonly known adhesive or glue, which cannot be removed from the surface in an intact condition and with minimal efforts including, but not limited to, decals, stickers, patches, stamps, or labels.

(h) *Paint stick or graffiti stick* means any device containing a solid form of paint, chalk, wax, epoxy, or similar substance capable of being applied to a surface by pressure and leaving a mark of at least one-eighth of an inch in width.

(i) *Person* means any individual, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(j) *Private contractor* means any person with whom the City shall have contracted to remove graffiti.

Sec. ___-4. Graffiti prohibited.

It shall be a violation of this section for any person to write, paint, draw, carve, scratch, erect, or place upon any wall, rock, bridge, building, fence, gate, signage, other structure, tree or other real or personal property, either publicly or privately owned, any drawing, inscription, figure, or mark of any type which is commonly known or referred to as “graffiti.” Any such “graffiti” shall be removed or eradicated within 72 hours of its first appearance.

Sec. ___-5. Violation.

A violation of any of the provisions of this section shall be punishable by fine, restitution, or other penalty as provided by the City Code.

Sec. ___-6. Notice to Remove.

(a) Whenever the City’s Code enforcement officer or his designee determines that graffiti exists on any private property which is visible to any person utilizing any public road, parkway, alley, sidewalk, or other right of way or any public park or property, the Code enforcement officer shall cause a notice to be issued to abate such nuisance. The property owner shall be given three (3) days from the date of the notice to remove the graffiti or the same will be subject to abatement by the City.

(b) The notice to abate graffiti pursuant to this section shall be a written notice and shall be served upon the owner(s) of the affected property, as such owner(s) name and address appears on the last property tax assessment rolls of Chatham County, Georgia. If there is no known address for the owner, the notice shall be sent to the property address. The notice may be served in any of the following manners:

- (1) By personal service on the owner, occupant, or manager of the property;
- (2) By registered or certified mail addressed to the owner; or
- (3) By posting a copy on the property.

Sec. ____-7. Removal by City; lien.

Upon failure of the owner(s) to comply with the notice to remove, the code enforcement officer shall issue a notice to appear before the code enforcement board. The City Manager shall be permitted to allow the city or private contractor to remove the graffiti and charge any costs associated with removal to the owner of the property. The City Manager shall not be limited to removal by the city or a private contractor and may allow any fines, restitution, or other penalty to become a lien against the property.

SECTION 2

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 3

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4

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 5

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS __ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572-572-1

Backup material for agenda item:

19. First Reading, 2019-04, Sec 22-36, Disorderly Household



ORDINANCE NO. 2019-04
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
BY ADDING AN ARTICLE DEFINING AND
REGULATING A DISORDERLY HOUSE NUISANCE
FOR THE CITY OF TYBEE ISLAND, GEORGIA

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, the governing authority desires to amend the Code of Ordinances for the City of Tybee Island to define and regulate a disorderly house nuisance,

NOW, THEREFORE, be it ordained by the governing authority of the City of Tybee Island that Chapter 22 of the Code of Ordinances of the City of Tybee Island is hereby amended to create a new article to be designated as Article IIA, Disorderly House Nuisance to hereafter read as follows:

ARTICLE IIA DISORDERLY HOUSE NUISANCE CODE.

SECTION 22-33 GENERAL DEFINITIONS.

For the purposes of this Article, the following definitions shall apply:

1. " Dwelling " means a house, duplex, condominium unit, apartment building, mobile home, manufactured home, trailer or any other structure(s) or place(s) used or intended to be used for human habitation, including common areas within the structure when buildings or structures are used for more than one (1) dwelling, and accessory buildings such as garages located on the same Premises.
2. " In or on the premises of any Dwelling " means either within a dwelling or the area within the boundary lines of any real property of the same ownership on which such dwelling is located.
3. " Occupant " means any person who lives in or has possession of, or holds an occupancy interest in, a Dwelling; or any person residing in or frequenting the premises of the Dwelling with the actual or implied permission of the Owner or lessee.

4. "Owner" means any person, agent, operator, firm or corporation having a legal or equitable interest in the Dwelling; or one with an interest recorded in the official records of the state, county or municipality as holding title to the Dwelling; or otherwise having a control of the Dwelling, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of such property by a court.

SECTION 22-34 DISORDERLY HOUSE NUISANCE DEFINED.

A "Disorderly House Nuisance" is a Dwelling within which, or on the premises of which, any of the following offense(s) have occurred within a three hundred sixty-five (365) day period.

1. One or more felonies or Three (3) misdemeanors, arising out of separate, and distinct facts and circumstances, as defined by the statutes of the State of Georgia, and/or the ordinances of the City of Tybee Island; or
2. Three(3) or more violations of Chapter 10 of the Code of the City of Tybee Island, relating to animals and fowls, arising out of separate and distinct facts and circumstances; or
3. Three (3) or more violations of Article II, Article III, or Article IV of Chapter 22 of the Code of the City of Tybee Island, relating to nuisances, property maintenance, and/or noises arising out of separate and distinct facts and circumstances; or
4. Three (3) or more violations of Chapter 42 of the Code of the City of Tybee Island, relating to various offenses, arising out of separate and distinct facts and circumstances; or
5. A combination of three (3) offenses from any of the above categories, arising out of separate and distinct facts and circumstances.

SECTION 22-35 VIOLATION.

1. No owner or occupant or manager of any Dwelling shall allow or permit such Dwelling to be, or become, a Disorderly House Nuisance.
2. An owner and/or occupant, as the case may be, shall be deemed to have allowed or permitted a Dwelling to be, or become, a Disorderly House Nuisance, if:
 - a. The owner or occupant has personally committed the acts set forth in Section 22-34; or
 - b. Such acts were committed by invitees of the occupant or owner; or

- c. Such acts were committed by persons attending events, or functions, sponsored, permitted or allowed by the occupant or owner; or
- d. Such acts were committed by a combination of subsections a, b or c; or
- e. The owner, occupant and manager, if any, has or have been provided with the written notice of a Disorderly House Nuisance pursuant to Section 22-36, below, the facts alleged therein are true, and the owner or occupant and/or manager fails or refuses to enter into a Nuisance Abatement Agreement, or after entering into such Agreement, fails to comply with its terms.

ANY NOTICE OF ABATEMENT DECISION OR AGREEMENT AND THE REQUIREMENTS THEREIN SHALL ATTACH TO THE PROPERTY INVOLVED REGARDLESS OF ANY CHANGE IN OWNERSHIP , OCCUPANCY OR MANAGEMENT AND ANY SUCH AGREEMENT OR DECISION SHALL SO PROVIDE

SECTION 22-36 WRITTEN NOTICE OF DISORDERLY HOUSE NUISANCE.

No person shall be prosecuted for a violation of Section 22-35 until the Director of Community Development - Economic Director or such similar position as then exists (hereafter "Director"), or his designee, shall serve such person or persons or entity with the notice provided herein, and the persons, or entity have or has either failed, or refused, to enter into the Nuisance Abatement Agreement, provided for hereinafter, or after entering into such Agreement, fails to comply with its provisions. Such Notice may be served on any person by personal service, or in the case of an occupant, who has not been personally served, by restricted mail addressed to the address of the Dwelling, or, in the case of a Non-Occupant Owner, by restricted mail to his/her last known address, or, if none, to the address to which any tax statement is provided to such owner for the Dwelling and in the case of a property manager, to the business address of such manager. Such notice shall contain, at a minimum, the following:

1. That a Disorderly House Nuisance exists, as defined by Section 22-34, at the location specified in the notice.
2. The date of the commission of the acts which constitute the basis for the Disorderly House Nuisance, the name(s) of the person(s) committing such acts, if known, and the offense committed, the violation time, date and type and the code section making such conduct or occurrence an offense with the case number, if applicable, and include a notice that additional violations of laws or ordinances at the location may result in the suspension or cancellation of a business permit or license to operate a STVR at the location following a hearing or an opportunity for a hearing thereon before the city manager..
3. The date, time and place where the person is to appear, and meet with the Director

or his designee, to participate in the Nuisance Abatement Conference.

4. That failure to appear, or failure to make satisfactory arrangements for an alternative date and time, at the time and place designated in the notice may result in prosecution of a violation of Section 22-35 and the imposition of penalties, as proscribed by the Article and the Code of Ordinances.

SECTION 22-37 NUISANCE ABATEMENT CONFERENCE.

At the nuisance abatement conference, the Director or his designee, and the owner And/or occupant, and/or manager shall discuss the facts constituting the Disorderly House Nuisance and shall attempt to agree on specific actions that the owner and/or occupant can take to abate said Disorderly House Nuisance.

SECTION 22-38 NUISANCE ABATEMENT AGREEMENT.

1. At the conclusion of the nuisance abatement conference, the Director or his designee shall submit to the owner and/or occupant a proposed written nuisance abatement agreement. If at the conclusion of the conference, the Director or his designee needs more time to draft said proposed agreement, then a follow-up meeting shall be scheduled with the owner and/or occupant, within ten (10) days of the initial conference for submittal and review of the completed proposed nuisance abatement agreement.
2. Any nuisance abatement agreement under this article shall include a list of specific actions and specific schedule of deadlines for said actions to abate the Disorderly House Nuisance. It may also include provisions for a periodic reassessment of the agreement effectiveness, and the procedure for a modification of the agreement. A nuisance abatement agreement or any written modification to said agreement may impose conditions or requirements on the owner and/or occupant and/or manager for a period of twelve(12) months from the date of the original agreement entered into by the owner and/or occupant and/or manager and the City. A nuisance abatement agreement may impose one or more of the following conditions or requirements on the owner and/or occupant.
 - a. Eviction of identified individuals from the dwelling in question,
 - b. Written notification from the owner and/or occupant and/or manager to an identified individual or individuals that they are prohibited from entering onto the Premises of the Dwelling,
 - c. Utilization of written leases containing a provision or provisions requiring eviction for criminal activity,
 - d. The completion of improvements upon the Premises of the Dwelling which have the impact of mitigation of crime, including but not limited to the erection of fences, installation of security devises upon the entrances or increased lighting,

- e. Any other reasonable condition or requirement designated to abate the Disorderly House Nuisance.
3. Once a proposed written nuisance abatement agreement or written modification to nuisance abatement agreement has been submitted to the owner and/or occupant and/or manager said owner and/or occupant and/or manager shall have forty-eight (48) hours to review it and enter into said agreement by signing it and returning it to the Community Development Director or his designee.

SECTION 22-39 COMMENCEMENT OF PROSECUTION.

The Director or his designee, may commence prosecution alleging a violation of this Article under the following circumstances:

1. The owner and/or occupant does not attend a conference with the City within the time period described previously.
2. The owner and/or occupant fails or refuses to sign a proposed written nuisance abatement agreement or proposed written modification to said agreement within the prescribed time period set forth in this section.
3. The owner and/or occupant agent subsequently fails or refuses to comply with any conditions or requirements set forth in a nuisance abatement agreement, including any prescribed deadlines for taking particular actions.

Sec. 22-39.1. SHORT TERM RENTAL PROPERTIES.

Notwithstanding any other provisions of the Code, in the event the property or dwelling in question is a location authorized or permitted for short term vacation rentals, the permit and/or occupational tax certificate and/or license for the operation of such location may be revoked for ordinance or other violations as provided herein. Such revocation may occur following a notice being delivered to the owner, occupant and/or agency managing the property from the city manager requiring that an administrative hearing before the manager be held. Following such a hearing, or an effort to hold such a hearing in the event that the owner, occupier, or agent does not appear, the manager is authorized to suspend, revoke, place on probation with restrictions, or take other appropriate action with regard to the permit, occupational tax certificate, or business license for the location. The owner, occupant, or agent may appeal the manager’s decision to the Superior Court of Chatham County but, in the absence of a court order providing otherwise, the decision of the manager goes in force immediately, and an appeal does not act as a supersedes. At the option of the manager, the procedures of Sec. 34- 39 may be used to address license revocation proceedings in lieu of the above.

SECTION 22-40 ACTION TO ABATE PENALTIES.

In addition to prosecution of the offense defined in this Article or pursuing any other remedies available under this Code, the Director or his designee, upon receipt of reliable information that any Dwelling within the corporate limits of the City is being maintained

as a Disorderly House Nuisance, may prosecute an action for equitable relief, in the name of the City, to abate the nuisance and to enjoin any person who shall own, rent, or occupy the Dwelling in question from using or permitting its use in violation of the provisions of this ordinance.

SECTION 22-41 JUDGMENT.

No judgment finding a violation of this ordinance shall be entered against an owner and/or occupant who has, in good faith, endeavored to prevent the nuisance. Any owner and/or occupant who has complied with all conditions or requirements of a nuisance abatement agreement and any modifications to said agreement, as defined by the ordinance, shall be deemed to have endeavored in good faith to prevent the nuisance.

SECTION 22-42 PENALTIES.

Upon a finding of guilt under this Article, the Court may, in addition to other remedies permitted by the Code, impose a term of probation for a term of up to one (1) year, conditioned on any or all of the following:

1. The completion of improvements upon the Premises of the Dwelling which have the impact of mitigating crime and criminal activity, including but not limited to the erection of fences, installation of security devices or increased lighting; and
2. Requirement of a written lease for occupants which includes provisions requiring eviction for criminal activity;
3. Submitting tenancy lists on a periodic basis to the Police Department;
4. Posting a cash bond of no less than the minimum fine and up to the amount of the maximum fine for the period of court supervision or conditional discharge imposed by the Court, such bond to be retained by the Court in an interest bearing account and conditioned on successful completion of the period of court supervision on conditional discharge.
5. Any other condition reasonably related to the objective of abating the Disorderly House Nuisance.

The paragraph, section, or article numbers referred to herein and the order thereof may be changed or renumbered in the codification process without further action by the Mayor and Council.

This Ordinance shall become effective on _____ day of _____, 2019.

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

G:\EMH\TYBEE\ORDINANCES\07-2018\Disorderly House Nuisance 05.17.18; as changed 10.24.18

ORDINANCE NO. 2019-04
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
BY ADDING AN ARTICLE DEFINING AND
REGULATING A DISORDERLY HOUSE NUISANCE
FOR THE CITY OF TYBEE ISLAND, GEORGIA

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, the governing authority desires to amend the Code of Ordinances for the City of Tybee Island to define and regulate a disorderly house nuisance,

NOW, THEREFORE, be it ordained by the governing authority of the City of Tybee Island that Chapter 22 of the Code of Ordinances of the City of Tybee Island is hereby amended to create a new article to be designated as Article IIA, Disorderly House Nuisance to hereafter read as follows:

ARTICLE IIA DISORDERLY HOUSE NUISANCE CODE.

SECTION 22-33 GENERAL DEFINITIONS.

For the purposes of this Article, the following definitions shall apply:

1. "Dwelling" means a house, duplex, condominium unit, apartment building, mobile home, manufactured home, trailer or any other structure(s) or place(s) used or intended to be used for human habitation, including common areas within the structure when buildings or structures are used for more than one (1) dwelling, and accessory buildings such as garages located on the same Premises.
2. "In or on the premises of any Dwelling" means either within a dwelling or the area within the boundary lines of any real property of the same ownership on which such dwelling is located.
3. "Occupant" means any person who lives in or has possession of, or holds an occupancy interest in, a Dwelling; or any person residing in or frequenting the premises of the Dwelling with the actual or implied permission of the Owner or lessee.

4. "Owner" means any person, agent, operator, firm or corporation having a legal or equitable interest in the Dwelling; or one with an interest recorded in the official records of the state, county or municipality as holding title to the Dwelling; or otherwise having a control of the Dwelling, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of such property by a court.

SECTION 22-34 DISORDERLY HOUSE NUISANCE DEFINED.

A "Disorderly House Nuisance" is a Dwelling within which, or on the premises of which, any of the following offense(s) have occurred within a three hundred sixty-five (365) day period.

1. One or more felonies or Three (3) misdemeanors, arising out of separate, and distinct facts and circumstances, as defined by the statutes of the State of Georgia, and/or the ordinances of the City of Tybee Island; or
2. Three(3) or more violations of Chapter 10 of the Code of the City of Tybee Island, relating to animals and fowls, arising out of separate and distinct facts and circumstances; or
3. Three (3) or more violations of Article II, Article III, or Article IV of Chapter 22 of the Code of the City of Tybee Island, relating to nuisances, property maintenance, and/or noises arising out of separate and distinct facts and circumstances; or
4. Three (3) or more violations of Chapter 42 of the Code of the City of Tybee Island, relating to various offenses, arising out of separate and distinct facts and circumstances; or
5. A combination of three (3) offenses from any of the above categories, arising out of separate and distinct facts and circumstances.

SECTION 22-35 VIOLATION.

1. No owner or occupant or manager of any Dwelling shall allow or permit such Dwelling to be, or become, a Disorderly House Nuisance.
2. An owner and/or occupant, as the case may be, shall be deemed to have allowed or permitted a Dwelling to be, or become, a Disorderly House Nuisance, if:
 - a. The owner or occupant has personally committed the acts set forth in Section 22-34; or
 - b. Such acts were committed by invitees of the occupant or owner; or

- c. Such acts were committed by persons attending events, or functions, sponsored, permitted or allowed by the occupant or owner; or
- d. Such acts were committed by a combination of subsections a, b or c; or
- e. The owner, occupant and manager, if any, has or have been provided with the written notice of a Disorderly House Nuisance pursuant to Section 22-36, below, the facts alleged therein are true, and the owner or occupant and/or manager fails or refuses to enter into a Nuisance Abatement Agreement, or after entering into such Agreement, fails to comply with its terms.

ANY NOTICE OF ABATEMENT DECISION OR AGREEMENT AND THE REQUIREMENTS THEREIN SHALL ATTACH TO THE PROPERTY INVOLVED REGARDLESS OF ANY CHANGE IN OWNERSHIP , OCCUPANCY OR MANAGEMENT AND ANY SUCH AGREEMENT OR DECISION SHALL SO PROVIDE

SECTION 22-36 WRITTEN NOTICE OF DISORDERLY HOUSE NUISANCE.

No person shall be prosecuted for a violation of Section 22-35 until the Director of Community Development - Economic Director or such similar position as then exists (hereafter "Director"), or his designee, shall serve such person or persons or entity with the notice provided herein, and the persons, or entity have or has either failed, or refused, to enter into the Nuisance Abatement Agreement, provided for hereinafter, or after entering into such Agreement, fails to comply with its provisions. Such Notice may be served on any person by personal service, or in the case of an occupant, who has not been personally served, by restricted mail addressed to the address of the Dwelling, or, in the case of a Non-Occupant Owner, by restricted mail to his/her last known address, or, if none, to the address to which any tax statement is provided to such owner for the Dwelling and in the case of a property manager, to the business address of such manager. Such notice shall contain, at a minimum, the following:

1. That a Disorderly House Nuisance exists, as defined by Section 22-34, at the location specified in the notice.
2. The date of the commission of the acts which constitute the basis for the Disorderly House Nuisance, the name(s) of the person(s) committing such acts, if known, and the offense committed, the violation time, date and type and the code section making such conduct or occurrence an offense with the case number, if applicable, and include a notice that additional violations of laws or ordinances at the location may result in the suspension or cancellation of a business permit or license to operate a STVR at the location following a hearing or an opportunity for a hearing thereon before the city manager..
3. The date, time and place where the person is to appear, and meet with the Director

or his designee, to participate in the Nuisance Abatement Conference.

4. That failure to appear, or failure to make satisfactory arrangements for an alternative date and time, at the time and place designated in the notice may result in prosecution of a violation of Section 22-35 and the imposition of penalties, as proscribed by the Article and the Code of Ordinances.

SECTION 22-37 NUISANCE ABATEMENT CONFERENCE.

At the nuisance abatement conference, the Director or his designee, and the owner And/or occupant, and/or manager shall discuss the facts constituting the Disorderly House Nuisance and shall attempt to agree on specific actions that the owner and/or occupant can take to abate said Disorderly House Nuisance.

SECTION 22-38 NUISANCE ABATEMENT AGREEMENT.

1. At the conclusion of the nuisance abatement conference, the Director or his designee shall submit to the owner and/or occupant a proposed written nuisance abatement agreement. If at the conclusion of the conference, the Director or his designee needs more time to draft said proposed agreement, then a follow-up meeting shall be scheduled with the owner and/or occupant, within ten (10) days of the initial conference for submittal and review of the completed proposed nuisance abatement agreement.
2. Any nuisance abatement agreement under this article shall include a list of specific actions and specific schedule of deadlines for said actions to abate the Disorderly House Nuisance. It may also include provisions for a periodic reassessment of the agreement effectiveness, and the procedure for a modification of the agreement. A nuisance abatement agreement or any written modification to said agreement may impose conditions or requirements on the owner and/or occupant and/or manager for a period of twelve(12) months from the date of the original agreement entered into by the owner and/or occupant and/or manager and the City. A nuisance abatement agreement may impose one or more of the following conditions or requirements on the owner and/or occupant.
 - a. Eviction of identified individuals from the dwelling in question,
 - b. Written notification from the owner and/or occupant and/or manager to an identified individual or individuals that they are prohibited from entering onto the Premises of the Dwelling,
 - c. Utilization of written leases containing a provision or provisions requiring eviction for criminal activity,
 - d. The completion of improvements upon the Premises of the Dwelling which have the impact of mitigation of crime, including but not limited to the erection of fences, installation of security devises upon the entrances or increased lighting,

- e. Any other reasonable condition or requirement designated to abate the Disorderly House Nuisance.
3. Once a proposed written nuisance abatement agreement or written modification to nuisance abatement agreement has been submitted to the owner and/or occupant and/or manager said owner and/or occupant and/or manager shall have forty-eight (48) hours to review it and enter into said agreement by signing it and returning it to the Community Development Director or his designee.

SECTION 22-39 COMMENCEMENT OF PROSECUTION.

The Director or his designee, may commence prosecution alleging a violation of this Article under the following circumstances:

1. The owner and/or occupant does not attend a conference with the City within the time period described previously.
2. The owner and/or occupant fails or refuses to sign a proposed written nuisance abatement agreement or proposed written modification to said agreement within the prescribed time period set forth in this section.
3. The owner and/or occupant agent subsequently fails or refuses to comply with any conditions or requirements set forth in a nuisance abatement agreement, including any prescribed deadlines for taking particular actions.

Sec. 22-39.1. SHORT TERM RENTAL PROPERTIES.

Notwithstanding any other provisions of the Code, in the event the property or dwelling in question is a location authorized or permitted for short term vacation rentals, the permit and/or occupational tax certificate and/or license for the operation of such location may be revoked for ordinance or other violations as provided herein. Such revocation may occur following a notice being delivered to the owner, occupant and/or agency managing the property from the city manager requiring that an administrative hearing before the manager be held. Following such a hearing, or an effort to hold such a hearing in the event that the owner, occupier, or agent does not appear, the manager is authorized to suspend, revoke, place on probation with restrictions, or take other appropriate action with regard to the permit, occupational tax certificate, or business license for the location. The owner, occupant, or agent may appeal the manager’s decision to the Superior Court of Chatham County but, in the absence of a court order providing otherwise, the decision of the manager goes in force immediately, and an appeal does not act as a supersedes. At the option of the manager, the procedures of Sec. 34- 39 may be used to address license revocation proceedings in lieu of the above.

SECTION 22-40 ACTION TO ABATE PENALTIES.

In addition to prosecution of the offense defined in this Article or pursuing any other remedies available under this Code, the Director or his designee, upon receipt of reliable information that any Dwelling within the corporate limits of the City is being maintained

as a Disorderly House Nuisance, may prosecute an action for equitable relief, in the name of the City, to abate the nuisance and to enjoin any person who shall own, rent, or occupy the Dwelling in question from using or permitting its use in violation of the provisions of this ordinance.

SECTION 22-41 JUDGMENT.

No judgment finding a violation of this ordinance shall be entered against an owner and/or occupant who has, in good faith, endeavored to prevent the nuisance. Any owner and/or occupant who has complied with all conditions or requirements of a nuisance abatement agreement and any modifications to said agreement, as defined by the ordinance, shall be deemed to have endeavored in good faith to prevent the nuisance.

SECTION 22-42 PENALTIES.

Upon a finding of guilt under this Article, the Court may, in addition to other remedies permitted by the Code, impose a term of probation for a term of up to one (1) year, conditioned on any or all of the following:

1. The completion of improvements upon the Premises of the Dwelling which have the impact of mitigating crime and criminal activity, including but not limited to the erection of fences, installation of security devices or increased lighting; and
2. Requirement of a written lease for occupants which includes provisions requiring eviction for criminal activity;
3. Submitting tenancy lists on a periodic basis to the Police Department;
4. Posting a cash bond of no less than the minimum fine and up to the amount of the maximum fine for the period of court supervision or conditional discharge imposed by the Court, such bond to be retained by the Court in an interest bearing account and conditioned on successful completion of the period of court supervision on conditional discharge.
5. Any other condition reasonably related to the objective of abating the Disorderly House Nuisance.

The paragraph, section, or article numbers referred to herein and the order thereof may be changed or renumbered in the codification process without further action by the Mayor and Council.

This Ordinance shall become effective on _____ day of _____, 2019.

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

G:\EMH\TYBEE\ORDINANCES\07-2018\Disorderly House Nuisance 05.17.18; as changed 10.24.18

Backup material for agenda item:

20. First Reading, 2019-06, Sec 6-5 and 6-6, Fingerprints



Proposed 2019-06, Sec 6-5 and 6-6, Fingerprints, Redline

Sec. 6-5. - Reporting to police department—Licensee.

- (a) Prior to or at the time of submitting an application, the applicant for a license or permit issued under the terms of this article and the owner of the proposed business shall submit themselves ~~to the police department~~ for fingerprinting as provided by law and in accordance with city procedures as directed by the city manager.
- (b) It shall be unlawful for any person or the holder of any wholesale liquor, beer or wine licenses or the holder of any retail liquor, beer or wine licenses to operate thereunder any place of business without having a registration card signed by the chief of police.

(Code 1983, § 9-2-6)

Sec. 6-6. - Same—Employees.

~~(a)~~—All employees shall, within 72 hours after the date of their first work in an establishment covered under the terms of this article, submit themselves for fingerprinting as provided by law and in accordance with city procedures as directed by the city manager.~~report to the police department for the purpose of being fingerprinted.~~

~~(b)~~—~~The chief of police shall furnish to each qualified employee an identification card with pertinent information thereon relating to the height, weight, hair color, eye color, date of birth, social security number, photograph of the holder of such identification card. A fee in the amount of \$10.00 shall be charged for the preparation of such identification card. It shall be the responsibility of the employer to see that the employees are carrying with them an identification card at all times they are working. Said identification card will expire on December 31 of each year, and the employee must renew said identification card, and said card must, at all times, be in the possession of such person affected hereunder for him to be eligible to engage in such business.~~

(Code 1983, § 9-2-7)

Formatted: Indent: First line: 0.01"

Backup material for agenda item:

21. First Reading, 2019-07, Sec 6-88, Application Required and Sec 6-89, Issuance



2019-07, Sec 6-88 and 89

Sec. 6-88. - Application required.

Every person engaged within the city limits in carrying on the business of handling or selling malt beverages, as allowed by the act of the state legislature approved March 23, 1985 (known as the Beer License Act), at wholesale, or retail, and every person hereafter intending to carry on such business in said city, as aforesaid, shall before continuing said business, or engaging therein, file with the clerk of the city an application for a permit to conduct and carry on such business; said application shall set forth the location and building where such business is being conducted or is to be conducted.

(Code 1983, § 9-2-31)

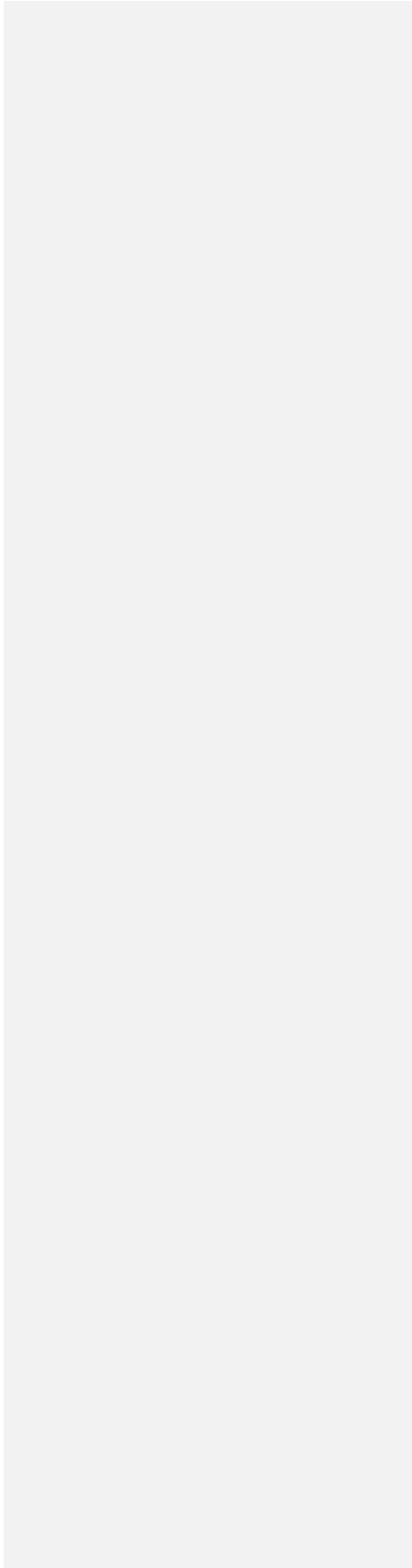
Sec. 6-89. - Issuance.

- (a) The city shall grant a license or permit hereunder when the same is found to be in the public interest and general welfare of the citizens of the city. All persons to whom such permit or license shall be issued shall take such permit or license subject to the same being revoked at any time as herein provided; such permit shall not be transferable. Permits or licenses so granted shall expire at the end of each calendar year, and may be renewed only in the manner and form as provided in this article for the ordinal granting of permits and licenses.
- (b) The city, in determining whether or not any license or permit applied for hereunder shall be granted, shall consider the following standards as indicative or whether or not the granting of said license or permit is in the public interest and general welfare:
 - (1) The applicant's reputation, character and mental and physical capacity to conduct a business engaged in the sale of malt beverages;
 - (2) That the applicant has not been convicted within ten years prior to the filing of the application of illegally possessing, transporting or selling malt beverages, and that he has never been convicted of an offense involving moral turpitude or a felony.
 - (23) The location for which the license is sought relative to traffic congestion, general character of the neighborhood and the effect such as establishment would have on the adjacent and surrounding property value;
 - (34) The number of licenses previously granted for similar businesses in the trading area of the place for which the license is sought;
 - (45) The proximity of the location of said establishment to schools, churches, libraries and other public buildings in the surrounding area;
 - (56) If applicant is a previous holder of a license to sell malt beverages, whether or not the applicant or his establishment has violated any law, regulation or ordinance relating to such business; and
 - (67) If applicant is a previous holder of a license to sell malt beverages, the manner in which business was conducted thereunder requiring unusual police observation and inspection including the number and frequency of complaints filed by citizens objecting to the manner of conducting business at said location.

(c) It shall be the policy of the city to deny a license to any establishment not meeting the standards set forth in this section.

(Code 1983, § 9-2-32)

Formatted: Normal



Backup material for agenda item:

22. Bubba Hughes - Resolution - Charter Changes



RESOLUTION 2018-01
UPDATED TO 2019-01

**A RESOLUTION REQUESTING
LOCAL LEGISLATION TO UPDATE THE CHARTER OF THE CITY OF TYBEE
ISLAND AS DESCRIBED HEREIN**

BE IT RESOLVED by Mayor and Council of the City of Tybee Island, in open meeting, as follows:

WHEREAS, the City of Tybee Island is a duly organized municipality existing under the laws of the State of Georgia; and

WHEREAS, the City has from time to time held council seats declared vacant; and

WHEREAS, currently under Section 5.18 of the Charter, the council elects a member to fill any vacancy; and

WHEREAS, the council would like for the people to be able to choose who represents them where more than two years of time is left by any vacancy; and

WHEREAS, doing so would require amending the Charter and constitute a change in the manner of electing council members to fill vacancies; and

WHEREAS, the City desires to make this change in the Charter giving the people the ability to choose their representatives in case of such vacancy; and

WHEREAS, the City previously changed its voting structure by requesting and having secured local legislation authorizing the City to convert their elections from two year cycles of all offices to staggered four year terms; and

WHEREAS, the City amended the Charter, Section 5.12, which now provides for four year terms on a staggered basis; and

WHEREAS, as a result of such changes, additional provisions of the Charter need clarification and/or a revision so as to be clear and consistent,

NOW, THEREFORE, be it resolved by the Mayor and Council in open meeting that the local legislative delegation be requested to adopt an Act repealing Section 5.18 of the Charter and amending so that hereinafter it will read as follows:

Section 2.12. Vacancies; filling of Vacancies, shall also be amended so as to provide as follows:

Section 2.12. *Vacancies, filling of vacancies.*

- (a) *Vacancies.* The office of Mayor or council member shall become vacant upon the occurrence of any event specified by the Constitution of the State of Georgia, Title 45 of the Official Code of Georgia Annotation [O.C.G.A 45-1-1 et seq], or such other applicable laws as are or may hereafter be enacted.

(b) *Filling of vacancies.* A vacancy in the office of Mayor or council member shall be filled for the remainder of the unexpired term, if any, as provided in Sec. 5.18 of this Charter.

IT IS FURTHER RESOLVED that the local legislative delegation be requested to adopt an Act repealing Section 2.33 of the Charter, selection and powers and duties of mayor pro tem, so as to be consistent with four year terms (or to be determined every two years) and provide as follows:

2.33. *Selection and powers and duties of mayor pro tem.* At the first regular meeting of the City Council following the regular election of the Mayor every four years, the council shall select one of its members as mayor pro tem. During the absence or physical or mental disability of the Mayor for any cause, the mayor pro tem, or in the mayor pro tem's absence or disability for any reason, anyone of the councilmembers chosen by a majority vote of the city council, shall be clothed with all the rights and privileges of the Mayor and shall perform the duties of the office of the Mayor so long as such absence or disability shall continue. Any such absence or disability shall be declared by a majority vote of all councilmembers. The mayor pro tem or selected council member shall sign all contracts and ordinances in which the Mayor has a disqualifying financial interest as provided in Section 2.14 of this Charter.

IT IS FURTHER RESOLVED that the local delegation be requested to adopt an Act revising Section 5.11, regular elections; time for holding, so as hereafter it will read as follows:

5.11. *Regular elections; time for holding.* In odd numbered years, on the Tuesday next following the first Monday in November, and biannually thereafter, a regular election shall be held in the City of Tybee Island such other place or places as the council may designate for the election of the appropriate number of council members, who shall have the qualifications specified in this Chapter to hold such office. An incumbent Mayor or incumbent Councilmember who shall qualify as a candidate and meet the qualifications to hold such office may be a candidate to succeed himself or herself for such office or for office as a member of the City Council. As provided in Sec 5.12, the Mayor is elected to four-year terms and the mayoral election will accompany the election on the Tuesday next following the first Monday in November in odd numbered years by four year terms.

Section 5.17, nondesignation of specific office by candidate; highest vote elects, shall also be amended so as to provide as follows:

Section 5.17. *Nondesignation of specific office by candidate; highest vote elects.* A candidate seeking one of two or more public offices each having the same title and to be filled at the same election by the vote of the same electors shall not designate the specific office he or she is seeking. The candidates for city council receiving the highest number of lawful votes cast shall be elected as the councilmembers of the City of Tybee Island.

5.18 *Filling vacancy in office of Mayor or Council Member.*

Sec 5.18 – Filling Vacancy in Office of Mayor or Councilmembers.

Should during the term of office to which elected, the Mayor or any councilmember die, resign, remove or change residence beyond the city limits of the municipality, or otherwise fail to meet all the all the qualifications prescribed in the Charter for the particular office held at the

time, the office of such person shall thereby become, and thereupon be declared, vacant; and in case of vacancy in the office of mayor or of any councilmember from any cause whatsoever other than expiration of the term of office, the Mayor and remaining members of the council, or the remaining members of the council, as the case may be, shall elect within 30 days after the vacancy occurs a qualified person to fill the vacant office; provided,

(a) If the vacancy to be filled is the office of Mayor, the office shall be assumed and filled by the Mayor pro tem elected by the Mayor and Council Members pursuant to Section 2.33. The council seat vacated by the former Council Member/Mayor pro tem shall be vacant and the vacant council seat shall be filled as provided in this section;

(b) In the event of a vacancy in the office of a Council Member prior to the expiration of the regular term of office, such vacancy shall be filled for the remainder of the unexpired term, if any, by appointment by the Mayor and Council if less than twelve months remain in the unexpired term, otherwise by an election provided for in this Charter and in accordance with Titles 21 and 45 of the Official Code of Georgia Annotated, or such other laws as are or may hereafter be enacted.

Sec 5.19 – Special Election: Vacancies.

In the event that the Office of a Council Member shall become vacant as provided in Section 2.12 of this Charter, the City Council or those remaining shall order a special election to fill the balance of the unexpired term of such official; provided, however, if such vacancy occurs within twelve months of the expiration of the term of that office, the Mayor and City Council or those remaining shall appoint a successor for the remainder of the term. In all other respects, the special election shall be held and conducted in accordance with the Georgia Election Code, Title 21 of the Official Code of Georgia Annotated, as now or hereafter amended.

The Mayor is hereby authorized to execute any documents consistent herewith and in order to accomplish the intention hereof and the city attorney is authorized to cooperate and communicate with legislative counsel to assist and develop an appropriate local act to implement the intentions hereof.

SO RESOLVED, this the _____ day of _____ 218.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jason Buelterman, Mayor

ATTEST:

By: _____
City Clerk

Backup material for agenda item:

25. Bubba Hughes - Introduction 2019-02, Sec 42-66, Fireworks



ORDINANCE NO. 02-2019

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
SO AS TO CREATE A NEW SECTION RELATING TO
CONSUMER FIREWORKS AND FIREWORKS AND
TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES

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, including the environment thereof; 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 add to Article III, Section 42-66 as to consumer fireworks and fireworks, to repeal conflicting ordinances and for other purposes.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of the City of Tybee Island, Georgia, Article V, Section 42-66, Fireworks, is hereby added and the Code is amended so that hereafter the section and Code shall read as hereinafter provided.

SECTION 1

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Article III, Chapter 42, to be amended so as to add sections relating to consumer fireworks and fireworks, and the Code is hereby amended to add Section 42-66 to hereafter read as shown below.

SECTION 2

Sec. 42-66.

Except as expressly permitted by state law or as otherwise provided herein, the discharge of consumer fireworks within the city at other than permitted events shall be unlawful.

(a) All words or phrases specifically defined in O.C.G.A. § 25-10-1 and used herein shall have the definition attributed to such word or phrase as provided in O.C.G.A. § 25-10-1, *et*

seq. Consumer fireworks may only be used and sold as provided in the provisions of O.C.G.A. § 25-10-1 and except as otherwise provided herein.

(b) Any producer of an event desiring to conduct a public display of fireworks shall first obtain a permit from the Judge of the Probate Court of Chatham County in accordance with the provisions set forth under state law. A special use permit shall be required for anyone seeking to ignite or cause to be ignited consumer fireworks beyond the time within which fireworks may be used under state law or outside of the time limits established under state law. Fireworks may not be used when pursuant to O.C.G.A. § 25-10-2(b)(3)(E) the governor has declared a prohibition on use due to draught conditions. Further, fireworks may be lawfully used from 10:00 a.m. up to and including 11:59 p.m. on any day unless during such times the noise from such use or ignition is not in compliance with the City Noise Ordinance. Additionally, state law permits the use of fireworks on January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September, and December 31 of each year after the time of 10:00 a.m. and up to and including the time of 11:59 p.m. and on January 1 of each year beginning at the time of 12:00 Midnight and up to and including the ending time of 1:00 a.m.

(c) Consumer fireworks may not be used indoors or within the right of way of any public road, street, or highway, or in any other location specifically prohibited by state law and, further, may not be used, ignited, or caused to be ignited on any property wherein its use has not been authorized by the property owner or individual or entity in control thereof, including the property of the city of Tybee Island.

(d) Consumer fireworks may not be used within 100 yards of a facility engaged in retail gasoline sales or storage or any facility engaged in producing, refining, processing or blending any flammable liquid or gas(es) for sale or within 100 yards of any electric substation.

(e) Consumer fireworks may not be used, ignited, or caused to be ignited in Jaycee Park, Memorial Park, the beach of the city, or any other property, including but not limited to any park, historic site, recreational area or other property owned, operated by, and/or under the control of the city unless a special use permit therefor has been granted. Special use permits shall require a fee of \$100.00.

(f) Consumer fireworks may not be used, ignited, or caused to be ignited by any person under the influence of alcohol or any drug or any combination thereof to the extent that it is less safe or unlawful for such person to ignite consumer fireworks or as provided in O.C.G.A. § 25-10-2.1.

(g) It shall be unlawful to use, ignite, or cause to be ignited any consumer fireworks within one hundred (100) yards of a nursing home. This prohibition shall not apply to the owner or operator of a nursing home facility.

(h) It shall be unlawful to use, ignite, or cause to be ignited any consumer fireworks in such a manner as to endanger the safety of life, limb, health or property of any person.

(i) Every licensed distributor selling consumer fireworks pursuant to this Code section shall have within the retail display area all signs and information required under state law as now exists or as hereinafter amended. Such signs shall include the permissible days and times for the use or ignition of consumer fireworks as provided herein and as provided by state law.

SECTION 3

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such

illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 5

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 6

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

NOTICE

Notice is hereby given that the Mayor and Council of the City of Tybee Island, Georgia, on the 28th day of February, 2019, at 7:00 p.m., at the Public Safety Building, 78 Van Horne Drive, Tybee Island, Georgia 31328, during its regularly scheduled meeting, shall consider on first reading an amendment to or readoption of its Noise Ordinance which will be generally applicable to and will apply to all manner of sounds or noises including, but not limited to, consumer fireworks. It is anticipated that second reading will occur on March 14, 2019, at 7:00 p.m., at the same location. The Ordinance will become effective immediately upon its approval on second reading unless otherwise decided. The use of consumer fireworks in the City of Tybee Island will be affected by the Ordinance.

This Notice is provided at least 15 days in advance of the first and second reading of such Ordinance and is also being posted on the City's website for at least 72 hours, 15 days in advance of the action of Council. For additional information, contact Jan LeViner, City Clerk, at 912-472-5080, 403 Butler Avenue, Tybee Island, Georgia 31328.

ORDINANCE NO. 16-2018

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND, GEORGIA, TO AMEND THE PROVISIONS OF CHAPTER 22, ARTICLE IV, NOISE, SO AS TO REPEAL THE EXISTING ORDINANCE AND TO ADOPT A NEW ORDINANCE FOLLOWING THE PUBLICATION OF NOTICE AS REQUIRED BY STATE LAW AND TO ESTABLISH AN EFFECTIVE DATE AND TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES

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, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the City of Tybee Island has in place a noise ordinance designated as Section 22-110; and

WHEREAS, such noise ordinance is a general noise ordinance addressing various kinds of sources of noise and noises in general including all manner of sounds or noises; and

WHEREAS, the City also has an ordinance designated as 46-66, et seq. and which addresses the use and sale of consumer fireworks; and

WHEREAS, due to changes in state law applicable to fireworks and noise ordinances, it is appropriate and necessary for the City to adopt a new noise ordinance which shall generally apply to all sounds and noises within the City.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, SHALL BE AMENDED AS FOLLOWS:

SECTION 1

Present Article IV, Chapter 22, Noise, Sections 22-110 and 22-112 are to be repealed and replaced with identical Sections 22-110 and 22-112, including all subsections of each section thereof. Therefore, the ordinance and Article are readopted and are to be in full force and effect upon the effective date hereof.

SECTION 2

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 3

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4

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 5

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS __ DAY OF _____, 2018.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572.001.Ordin 2018//16-2018 noise 07.02.18

Backup material for agenda item:

26. Bubba Hughes, Introduction, 2019-05, Sec 22-110 and 22-112, Noise



NOTICE

Notice is hereby given that the Mayor and Council of the City of Tybee Island, Georgia, on the 28th day of February, 2019, at 7:00 p.m., at the Public Safety Building, 78 Van Horne Drive, Tybee Island, Georgia 31328, during its regularly scheduled meeting, shall consider on first reading an amendment to or readoption of its Noise Ordinance which will be generally applicable to and will apply to all manner of sounds or noises including, but not limited to, consumer fireworks. It is anticipated that second reading will occur on March 14, 2019, at 7:00 p.m., at the same location. The Ordinance will become effective immediately upon its approval on second reading unless otherwise decided. The use of consumer fireworks in the City of Tybee Island will be affected by the Ordinance.

This Notice is provided at least 15 days in advance of the first and second reading of such Ordinance and is also being posted on the City's website for at least 72 hours, 15 days in advance of the action of Council. For additional information, contact Jan LeViner, City Clerk, at 912-472-5080, 403 Butler Avenue, Tybee Island, Georgia 31328.

ORDINANCE NO. 2019-05

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
TO AMEND THE PROVISIONS OF CHAPTER 22, ARTICLE IV,
NOISE, SO AS TO REPEAL THE EXISTING ORDINANCE
AND TO ADOPT A NEW ORDINANCE FOLLOWING
THE PUBLICATION OF NOTICE AS REQUIRED BY
STATE LAW AND TO ESTABLISH AN EFFECTIVE DATE AND
TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES

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, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the City of Tybee Island has in place a noise ordinance designated as Section 22-110; and

WHEREAS, such noise ordinance is a general noise ordinance addressing various kinds of sources of noise and noises in general including all manner of sounds or noises; and

WHEREAS, the City also has an ordinance designated as 46-66, et seq. and which addresses the use and sale of consumer fireworks; and

WHEREAS, due to changes in state law applicable to fireworks and noise ordinances, it is appropriate and necessary for the City to adopt a new noise ordinance which shall generally apply to all sounds and noises within the City.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, SHALL BE AMENDED AS FOLLOWS:

SECTION 1

Present Article IV, Chapter 22, Noise, Sections 22-110 and 22-112 are to be repealed and replaced with identical Sections 22-110 and 22-112, including all subsections of each section thereof. Therefore, the ordinance and Article are readopted and are to be in full force and effect upon the effective date hereof.

SECTION 2

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 3

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4

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 5

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS __ DAY OF _____, 2018.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572.001.Ordin 2018//16-2018 noise 07.02.18

Backup material for agenda item:

27. Bubba Hughes - Horsepen Creek Road Settlement



RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, the Horsepen Point Owners' Association, Inc. (sometimes referred to herein as "the Association") owns a private roadway in the City of Tybee Island (the "City") and is charged with maintenance responsibilities therefore; and

WHEREAS, the Association, through its officers, has made claim against the City of Tybee Island contending that the City damaged the road in connection with making certain utility work and repairs in the area; and

WHEREAS, the City does not accept liability for the damage; however, the parties have arrived at an agreement whereby the City will pay or will cause to be paid to the Association which will accept the sum of \$5,850.00 to settle all claims against the City and release its officers, employees, directors and representatives from any claims relating to the matter and be responsible for the repairs of its road.

NOW, THEREFORE, it is hereby agreed by the undersigned Horsepen Point Owners' Association, Inc., by and through its authorized officers, in consideration of the sum of \$5,850.00, that it does hereby remise, release and forever discharge the City of Tybee Island, its coverage group, its officers and directors, representatives, employees, agents and contractors for any claim of any nature from the beginning of time until the date hereof relating to alleged damage to the Horsepen Point Road or any other road in Horsepen Point Subdivision which allegedly occurred in or around the Spring of 2018 which damages, liability and responsibility is expressly denied.

The signatories hereto represent and warrant to the City of Tybee Island that they are authorized by the Horsepen Point Owners' Association, Inc. to execute this document and will hold the City, its agents, representatives, employees and members harmless from claims by any other individual or entity claiming by or through the Association or otherwise to be entitled to recover for damages to such road.

This ____ day of _____, 2019.

HORSEPEN POINT OWNERS'
ASSOCIATION, INC.

By: _____
CHRIS HALL, President

Attest:

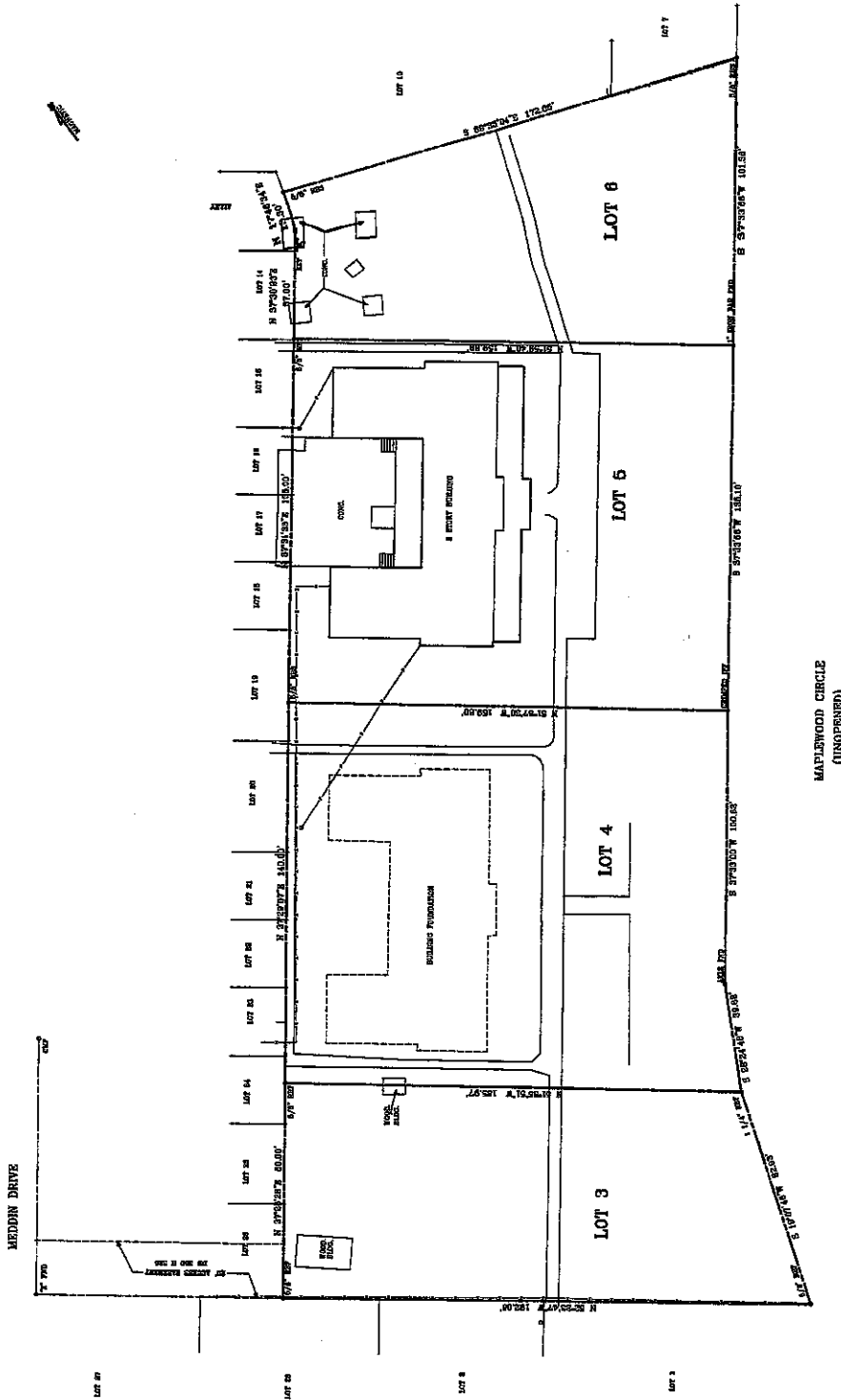
CHANDLER KINSEY, Secretary

1103

Backup material for agenda item:

32. George Shaw, Plat Review, 15 Meddin





PLAT OF LOTS 3, 4, 5 & 6, BLOCK 27, FORT SCREVEN
WARD, TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

PREPARED PURSUANT TO GEORGIA CODE

FOR: 76 MEDDIN, LLC

RECORDING INFORMATION:
 THIS INSTRUMENT WAS RECORDED IN THE
 PUBLIC RECORDS OF CHATHAM COUNTY, GEORGIA
 ON 08/14/2018 AT 10:00 AM.
 BOOK 17, PAGE 171



J. WENTLEY DUNN
 LAND SURVEYOR
 606 STEPHENSON AVENUE
 SAVANNAH, GEORGIA 31405
 PHONE: 912-333-7767



accept Mayor and Council's recommendation. **Monty Parks** made a motion to approve the variance at the reduced level from 8' to 4' and approve the variance as approved by the Planning Commission on the other side. **John Major** seconded. Vote was unanimous to approve, 5-0 as Bill Garbett recused.

Map Amendment: Rezone parcel from R-1 to R-T: 15 Meddin, 76 Meddin, LLC. Zone R-1 PIN: 4-0002-12-020. John Major recused as he is a short term rental owner in the same district. George Shaw approached Mayor and Council stating this is a parcel that sits between Meddin and Jaycee Park which is accessed from a small alley off Meddin and a former Army Barrick, approximately 8,000 sq ft. sits on the parcel. The applicant is requesting to rezone from R-1 to R-T. Staff recommends approval in order to save the building and is not opposed to limitations on the future development of the parcel. Planning Commission denied, 4-1 and the main issue was the access to the property as there is only a single access when proposed. Since that time, the applicant has sent information stating there is an agreement for a second access to the property. With this in place there could be a one-way in and one-way out which cuts the traffic. Mr. Parks made reference to the Planning Commission meeting with the motions. Mr. Shaw explained the first motion did not receive as second, therefore the motion failed. Mr. Garbett stated the property includes lots 3, 4, and 5 on the original plat. Mr. Shaw confirmed the building is on lot 5 and the petitioner has not made his specific plans known for lots 3 and 4. Mr. Parks questioned the existing electrical and plumbing as the property card from Chatham County states there is none. Mr. Shaw responded the last known use of the Barrack was three apartments. **Harold Yellen** approached Mayor and Council along with Brent Watt, Principle and Josh Ward, Project Architect. Mr. Yellen stated it is the intent of the petitioner to extensively rehab the property at 15 Meddin. The subject property is 1.35 acres and the improvements of the property consist of an old Fort Screven Barrick which is 8,800 sq ft in size. According to the research, the Barrack was built in 1910 and 109 service men lived in the building. The improvements to be made to the property: restoration of the original slate roof; replacement of all gutters and flashing; the original cypress siding will be restored and preserved; original porches which have been closed in will be opened; and the intent is to restore as much of the interior as possible. It is also the intent to retain the large trees, live oaks and magnolias. Mr. Yellen continued, the cost of the renovation will be \$1.5M which does not include the acquisition cost of the property. With the rezoning, Mr. Watts will be able to create seven residential units. Mr. Yellen discussed the designation of short term vacation rental that will be associated with the Barrack and that is not the intent of the petitioner. The main concern of the Planning Commission is that of access. The current access of the alley is only 13' in width. Since the Planning Commission meeting he has spoken with the property owner of the other lot and has obtained an additional easement to the property. There are three options to the property: (1) the petitioner can demolish the property; (2) put as many single family lots as would be permitted under the Tybee Code; or (3) rezone to R-T and put seven residential units in the Barrack. The latter being the intent of the petitioner. Mr. Yellen asked what is the best path to rehabilitation of the property, renovation to the property, without some economic incentive, it does not make sense. Mr. Yellen would ask for approval of this rezoning request. **Josh Ward, Ward Architecture and Preservation**, approached Mayor and Council. Mr. Ward stated it is his intent to following all building codes to maintain the historic integrity of the building. **Brent Watts** approached Mayor and Council as the potential owner of the property. Mr. Watts stated his history with Savannah and is asking for a favorable vote. He stated he is willing to work with the neighbors regarding the access. Mr. Parks made reference to the tax credits. Mr. Watts responded there is a Georgia program which is administered by DNR and a federal program which he will participate in both. The Federal program is administered by the National Park Service. He

further explained the process to receive tax credits is three part: (1) determine if the building is significant and contributing to the District; (2) scope of work which has to be submitted prior to onset for approval; and (3) the work is inspected and if done to the scope that was approved, you receive the benefit. If you did the wrong thing, you cannot receive the benefit. Mr. Parks asked the plans for the remaining property on the renovation is completed. Mr. Watts stated it is his understanding he will need to come back to Planning Commission and ultimately Mayor and Council for any further construction. Probably within six month to a year, they will look at their options regarding the rest of the property which possibly could be a small cottage. Mr. Parks expressed his concerns with the remaining property and the possibility of imposing conditions upon approval. Mr. Yellen stated one condition for the property is to sub-divide. There was a short discussion regarding the boundaries of the proposed lots, width of the existing alley, and access to the property. **Mark Nathan, 17 Meddin Drive**, approached Mayor and Council to speak against the rezoning. He distributed a presentation which outlined his concerns regarding the rezoning, access to the property and the affects it will have not only has his property but the surrounding neighborhood. **Carol Nathan, 17 Meddin Drive**, approached Mayor and Council to express her concerns regarding the alley access to the property. Ms. Nathan stated she is glad there is now another easement which can be used for the main access to the property. She would ask Mayor and Council to take into consideration their community when voting as they do not want more short term rentals on the Island. **Charlie Cole, 17A Meddin**, approached Mayor and Council to ask this request not be approved. Mr. Cole also expressed his concerns with the construction noise and traffic and asked Mayor and Council not to approve the rezoning request. **Abby Burke, 9 Meddin**, approached Mayor and Council. Ms. Burke would like the Barrack building preserved but does not want spot zoning. She loves the tourist but has concerns with that many tourists living her behind her home. **Rob Closterman, 2 Cedarwood Avenue**, approached Mayor and Council. Mr. Closterman shared his concerns with parking and short term vacation rentals. He asked the parking requirements be addressed by Mayor and Council. **Sarah Jones, Executive Director, Tybee Island Historical Society** approached Mayor and Council to speak as to the historic significance of 15 Meddin Drive. Ms. Jones stated the mission of the Tybee Island Historical Society is to preserve, store and exhibit artifact, documents, photographs and documentary materials relevant to the cultural and natural heritage of Tybee Island. Also, to preserve, develop and promote historical resources on the Island. 15 Meddin Drive is not only a historical resource for Tybee Island but a major contributing building to the Fort Screven Historical District. Due to the buildings listing on the National Register as a contributing building to the National Historic District, it already qualifies for National and State Tax Credits. Ms. Jones stated if this building along with many more of our other contributing buildings is lost, our National Listing will be placed in jeopardy. She asked for careful consideration. **Dottie Klutz, Officers' Row**, approached Mayor and Council. Ms. Klutz asked Mayor and Council not to spot zone the area as she bought in an R-1 zone and would ask it to remain the same zone. Compromise is needed and she recommended to rezone the Barrack as R-T and the remaining lots as R-1. Mr. Garbett confirmed with Ms. Klutz she is not opposed to splitting the zones, R-T for the Barrack and R-1 for remaining lots with the restriction if they do not restore the building as proposed, the property return to R-1. She confirmed. **Jim Klutz, Officers' Row**, approached Mayor and Council. Mr. Klutz confirmed restrictions and/or conditions are needed if the petitioner does not follow through on his plan to restore the Barrack. He reminded everyone that R-1 zoning allows for short term vacation rentals. **Carol Nathan** approached Mayor and Council to confirm R-1 zoning allows for short term vacation rentals. Mayor Buelterman confirmed. **Julia Pearce** approached Mayor and Council to speak against this rezoning request. **Marie Burke** approached Mayor and Council to express her concerns with parking and the second access point. Ms. Burke pointed out there is a cottage

on that access and would like to know why this was not brought up originally. **Mr. Yellen** approached Mayor and Council to reassure them options which have been presented to Mayor and Council are not threats. He made reference to the "L" shaped area which will now become an easement for primary access. Mr. Yellen stated he and Mr. Nathan had short meeting minutes ago and came up with compromises which are agreeable to the neighbors. Mr. Parks discussed, with the partial rezoning, R-T and R-1, the setbacks. He would ask for an acceptable drawing of the property at the time of approval. Mr. Hughes stated as part of the approval, an acceptable drawing be submitted and approved, a condition of the rezoning be in effect. Mr. Yellen agreed to have the alley-way used for pedestrian, bicycles and golf cart traffic only. Mr. Nathan agreed to this compromise. Mr. Yellen also made reference to rezoning. He stated that the petitioner is comfortable with only rezoning a portion of the property upon which the Barrack sits; this would also be considered a compromise in good faith. Lastly, Mr. Yellen read letter from the petitioner requesting approval. Mr. Hughes addressed Mr. Parks' concerns regarding the setbacks stating the existing Barrack is within the setback from the lot line at lot 6. Lot 6 would also need to have the easement where the "L" is to continue across lot 4 so there is separate future access. Lot 4 could remain R-1, lot 3 would remain R-1 as would lot 6 and the only lot rezoned is lot 5. In the event boundary lines have to be adjusted to comply with setbacks, it would take a recombination of those lots to do it. After a lengthy discussion of possible compromises from both sides, to include the possibility of a pool, parking plan, traffic at the intersection of Meddin and Van Horn, and buffers, **Monty Parks** made a motion to recommended approval R-T Conditional for the lots 5 and 6 leaving lots 3 and 4 R-1 with the following conditions placed on only the R-T lots:

- The zoning is contingent on the continued existence and restoration of the historic Barracks building which currently sits on the property. All renovations must be historically accurate as judged by the Georgia State DNR Program and the Federal National Parks Service. Deviation from this condition is cause for an immediate Stop Work Notification and evaluation of future work
- The R-T zoning in this case is subject to Special Review on any additions. This does not apply to R-1 lots
- All efforts will be made to keep existing trees intact
- If there is failure to perform to the restrictions on this R-T and the project is abandoned, the property then reverts to R-1
- Primary access will be through the easement on the south-side of the property as described on the plat, being an L-shaped area that runs to Meddin. All construction access will go through this primary access. The other access will remain in a dirt state and will be used only for bicycle, pedestrians and golf carts
- Easement must be extended across lot 4 to get to lot 5, i.e., that is the 20' vehicular access easement.
- Lot 5 for the Barracks is not to exceed 7 units
- In the event a new subdivision plat is required, it is subject to approval by Mayor and Council

Wanda Doyle second. Voting in favor were Julie Livingston, Monty Parks, Wanda Doyle and Bill Garbett. Barry Brown voting against. John Major recused. Motion to approve, 4-1. **Discussion:** Mr. Hughes recommended the Conditions be written and presented to Mayor and Council at the November 9, 2017 City Council Meeting.

Site Plan Review: Adding a pool and rearranging parking on commercial lot – 1006 Highway 80 – 1006 Highway 80E LLC. Zone C-2 PIN 4-0026-11-003. Monty Parks abstained. George Shaw approached Mayor and Council stating the petitioner has met the requirements of the Planning Commission by doing a Parking Plan which has been approved by

Backup material for agenda item:

33. Shawn Gillen

Agenda Request: Delegation of Marine Science Center Project change order approval to city manager.

Agenda Request: Update on USACE Beach Renourishment

Update on 2018 Beach Ambassador Season and Changes and Improvements to the program for 2019

Update on JC Park

Virtual Parking Permit Program



MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: February 28, 2019

Item: Delegation of Marine Science Center Project change order of approval to City Manager.

Explanation: The City Manager will communicate the change order to the Ad Hoc Committee and the City Council prior to approval.

Budget Line Item Number (if applicable): _____

Paper Work: _____ Attached*
_____ Audio/Video Presentation**

- * **Electronic submissions are requested but not required. Please email to jleviner@cityoftybee.org.**
- ** **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

Submitted by: Shawn Gillen

Phone / Email: 472-5070 / sgillen@cityoftybee.org

Comments: _____

Date given to Clerk of Council February 21, 2019



MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: February 28, 2019

Item: Update on USACE Beach Renourishment

Explanation: _____

Budget Line Item Number (if applicable): _____

Paper Work: _____ Attached*
_____ Audio/Video Presentation**

- * **Electronic submissions are requested but not required. Please email to jleviner@cityoftybee.org.**
- ** **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

Submitted by: Shawn Gillen

Phone / Email: 472-5070 / sgillen@cityoftybee.org

Comments: _____

Date given to Clerk of Council February 21, 2019

