

MAYOR

Jason Buelterman

CITY COUNCIL

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



CITY MANAGER

Dr. Shawn Gillen

CLERK OF COUNCIL

Jan LeViner

CITY ATTORNEY

Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA
REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL
December 13, 2018 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. Captain Joel Fobes, TIPD: Award, Bureau of Justice Assistance for Bulletproof Vest Partnership

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

2. City Council Minutes - November 8, 2018
3. Special Meeting Minutes - November 15, 2018

Consideration of Boards, Commissions and Committee Appointments

4. Ethics Commission - Frances Kay Strickland
5. Ethics Commission - Michael Pappas
6. Ethics Commission - Zelda Tenenbaum
7. Ethics Commission - Patrick Lovato

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

8. Jeremy Altman, HPC, South end Business Overlay District

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



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

Consideration of Approval of Consent Agenda

Public Hearings

- [9.](#) Minor Subdivision: Move lot line to make two lots – 303 Third Street – Zone R-2 – 4-0004-17-005 – Kitty B. Williams.
- [10.](#) Text Amendment to Land Development Code: Sec. 4-050 Zoning Districts (O) *South End Business Overlay District*.
- [11.](#) Zoning Variance: Sec.5-090 (B) Height for a light monitor above the required 35 foot height – 1809 Chatham Avenue – 4-0009-13-009 –Zone R-2 – Josh W. Bull, AIA representative for Kelly Parker.
- [12.](#) PC Minutes November 19, 2018

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

- [13.](#) Alcohol Licenses and Entertainment Licenses - 2019

Consideration of Ordinances, Resolutions

- [14.](#) Resolution - Change the Hotel/Motel Tax
- [15.](#) First and Second Reading: 24-2018, Sec 6-11, Hours allowed for Sunday Sales
- [16.](#) Resolution - Update the Charter of the City of Tybee Island
- [17.](#) Resolution - Third Moratorium - South End Business District
- [18.](#) Resolution: 2019 Budget Amendment

Consideration of Bids, Contracts, Agreements and Expenditures

- [19.](#) Marine Science Center: Pricing, Schedule and Status
- [20.](#) Enterprise Lease Agreement
- [21.](#) Request City Council approve a budget amendment to decrease SPLOST 2003
- [22.](#) City Council's approval to amend the General Fund fiscal year operating and capital budget by \$808,083
- [23.](#) Request Council approve a proposal with Thompson Engineering to perform an assessment of 19 of the City owned buildings
- [24.](#) City Council approve a budget amendment for the FY19 River's End Campground to transfer \$50,000 from Contingency to Buildings



[25.](#) FY 19 SPLOST 2014 Budget Amendment

[26.](#) Out of State Travel to Los Angeles, CA for GFOA Conference for Finance Director and Purchasing/Accounting Clerk

Council, Officials and City Attorney Considerations and Comments

[27.](#) Bubba Hughes

Ante Litem - Anna Butler

Ante Litem - Horsepen HOA

[28.](#) Bubba Hughes - Boundary Line: White and Thomas

29. Jason Buelterman - Consideration of Waste Water Solar Panel Loan/loan Forgiveness Application

[30.](#) Shawn Gillen - City Manager Update - Goals and Action Item List

[31.](#) Shawn Gillen - High Volume Event Protocols

[32.](#) Shawn Gillen - Memorial Park Ad Hoc Committee City Council Presentation

Minutes of Boards and Committees

Executive Session

Discuss litigation, personnel and real estate

Adjournment

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

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

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
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"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:

2. City Council Minutes - November 8, 2018



Consideration of Items for Consent Agenda

Mayor Buelterman called the consent agenda to order at 6:30PM on November 8, 2018. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, 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.

Julie Livingston made a motion to adjourn to Executive Session to discuss real estate, litigation and personnel. **Wanda Doyle** seconded. Motion was unanimous, 6-0.

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

- Minutes, City Council Meeting, October 25, 2018
- Small Business Saturday Proclamation
- RFP for Flood Mitigation Assistance Grant
- Ante Litem - John Dowell, **TO REJECT**

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
- Presentation of Colors and Pledge: American Legion Post 154
- Invocation: Ken Douberly, St Michaels Parrish

Recognitions and Proclamations

Chloe Flynn, Tybee Island Youth Council approached Mayor and Council to give a report on the recent Youth Symposium held on October 26 – 28, 2018. Ms. Flynn reported there were ten cities represented to include 76 participants. She gave a synopsis of the discussion topics and events that occurred. Sam LaCates and Trey Travialle approached Mayor and Council to recognize and distribute Certificates of Appreciation to the following individuals who donated their time and services to the Youth Symposium:

- Mike Hosti - Tybee Market
- Matt Pearson - Tybee Market
- Wendy West - Tybee Market
- Eric and Heather Thomas - Huc a Poos
- David Thomas - Hotel Tybee
- Brett Loehr, Hotel Tybee
- Monty Parks, Councilmember, City of Tybee Island

Mayor Buelterman read the **Small Business Saturday, November 24th, 2018 Resolution** and encouraged everyone to support the businesses on Tybee.

Alan Robertson approached Mayor and Council to give his monthly update on the **Dune Restoration Project**. Mr. Robertson showed a power point presentation which depicted the scope of the project to include updates. Currently work is being done between 19th Street and the Pier and the dune system is strong from the Pier to Center Street. Regarding Phase I, he has received the final engineering design from Thomas & Hutton on the dunes and the RFP is being drafted. Phase II will be the at grade crossings and Phase III will be an armored structure from Center Street past the turn at Butler and the back inlet and Alley 3. The project

will run through December 2019 which will allow the City to apply for possible extra funding. Mr. Robertson stated repair of the 19th Street dune will take place in the next few days with Guardian bringing in equipment for repair purposes and landscaping will take place on Saturday, November 17, 2018. He reported the project is on time and on budget. Ms. Doyle thanked Mr. Robertson for his hard work regarding the Project.

Lisa Lepofsky, approached Mayor and Council to give an update on the **Concerned Citizens Group**. Ms. Lepofsky stated she is before Mayor and Council to report to the residents to progress that is being made toward equitable crowd control measures during our busiest weekends permitted and non-permitted. She continued, the mediation team agreed to establish thresholds for all events based on statically traffic and crime data at which City actions would be initiated. Ms. Lepofsky then summarized the work done by the Public Safety Committee. (Attached) She then thanked Ms. Doyle, members of the Public Safety Committee, Tybee Island Police Department and Dr. Gillen, City Manager, for their assistance. Mayor Buelterman thanked Ms. Lepofsky for her report.

Wanda Doyle made a motion to approve the consent agenda. **Monty Parks** seconded. Vote was unanimous, 6-0.

Public Hearings

Minor Subdivision, 1 Moore Avenue, Zone R-1-B, PIN 4-0002-02-011, Kimberly Howard and Daniel Brown. George Shaw approached Mayor and Council. Mr. Shaw showed the plat as it encompasses their desire to create two lots. Since the initial presentation at the Planning Commission, the City Attorney has found information that may affect this request. Mr. Hughes stated the CSX right-of-way was included in the abutting lots which was not unusual historically for the railroad to convey small portions of the right-of-way to abutting lots along Solomon Avenue. The City cannot locate the title abstract or any conveyances within the change of title by either the railroad or the City to the predecessors entitled to Mr. Brown. He continued, that it does not appear that there is a conveyance of the property to the property owner. Mr. Hughes stated there is a possibility for the property owner acquiring part of the right-of-way that is not the travel portion of the right-of-way. There was a discussion regarding ownership and title of the property. There are two options: (1) they could sub-divide the property or (2) ask for a lot reduction under the applicable Code section. Mr. Parks confirmed those options are not on the agenda for consideration. Mr. Hughes confirmed. Mayor Buelterman asked Mr. Shaw the vote by Planning Commission. Mr. Shaw responded the vote was 5-1 in favor but did not take in to account the current situation. **Kimberly Howard** approached Mayor and Council. Ms. Howard stated her late husband and she bought the property from Mike Hosti 22 years ago. Previously she looked into subdividing the property and it was her understanding at that point the only thing that was in contention was the part of the property that goes into Solomon. She stated the City has been using that portion of the road for last six years. She does not understand with where their driveway is and where their yard is, how the old railroad property is, and she does not understand why it is not theirs as it has been part of the county plat since approximately 1930. Ms. Howard further stated she has been paying taxes on that portion of property for the last 20 years and again does not understand how it is not her property. Ms. Doyle asked Mr. Hughes if the portion of land was taken out, would that make the lot too small to build on. Mr. Hughes responded the lots could be subdivided but then they would be considered substandard and the houses would have to meet setbacks to be built. Mayor pro tem Brown asked Ms. Howard if she received title insurance when they closed on the property. She confirmed. Ms. Doyle stated she is not comfortable in making a decision on this request until such time as the issues of the ownership of the property is clarified. Mr. Shaw stated the City needs to determine who owns the portion of the railroad

right-of-way before a decision can be made. If it is determined the City owns the property, there would be negotiations with Ms. Howard as to ownership and taxes. Mr. Parks stated this is the only property in that area that goes into the railroad right-of-way. Mr. Hughes confirmed. Mr. Parks recommended ownership needs to be determined and who has the burden to do that. Mayor pro tem recommended continuing this request until such time as ownership is determined. Mr. Hughes confirmed as Ms. Howard should seek legal advice. Ms. Howard stated in all the years she has had the property the question of ownership has never been discussed or disputed. She again brought attention to the city plat. Mayor Buelterman recommended (1) Ms. Howard to contest the ownership issue and (2) to determine how much land is needed to meet Code for subdividing the property. He would like to resolve this issue to everyone's benefit. **Barry Brown** made a motion to continue until such time as ownership is determined and to acquire 6,600 sq ft per lot so as to sub-divide into two conforming lots. **Wanda Doyle** seconded. Mayor Buelterman asked Mr. Hughes to restate the motion. Mr. Hughes stated the motion as he understands is to "continue this while that option to explore, the option being the option for them to acquire enough of the unopened right-of-way to have adequate square footage to subdivide into two conforming lots in the R-1B District". He would asked that Mayor and Council also keep the option open of exploring the smaller lots in the Code Section 3-030. Mayor pro tem Brown and Ms. Doyle both accepted the restatement of the motion. **DISCUSSION:** Mr. Parks stated he has two questions: (1) Is it established that the property is the City's to sell or convey. Mr. Hughes stated the City has a deed from the railroad in 1934 conveying the right-of-way to the City. Second question is, if the City were to start manufacturing sub-standard R-1B lots, what basis would the City do that, i.e., what justification. Mayor Buelterman responded there is a part of the Code that allows the City to do that but there is a part of the Code that allows for variances. Vote was unanimous to continue, 6-0.

Variance, Extending Existing deck in setback; 13 TS Chu Terrace, PIN 4-0009-04-006, Deb Baber and Raynette Evans. **George Shaw** approached Mayor and Council and stated the property owners are requesting a variance to add a deck which would extend approximately two (2) feet into the set-back. Planning Commission recommending against the petition, 5-1 and Staff recommends denial. Mr. Shaw stated there is no hardship and this would affect the greenspace. **Monty Parks** made a motion to deny. **Julie Livingston** seconded. Voting in favor were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle and Shirley Sessions. Voting against was Barry Brown. Motion to deny, 5-1.

Variance, 1903 Chatham Avenue, Zone R-2, PIN 4-0009-12-002, Brooke Reeve III. **George Shaw** approached Mayor and Council stating this request is to raise the cabin that is on the property but only two (2) feet. The Flood Ordinance requires it be raise base level plus one (1) foot which equates to five (5) feet. Planning Commission unanimously recommended approval as well as Staff. Mr. Shaw stated this will improve the flooding situation to some extent and maintain the historic status. **Pierce Reeve** approached Mayor and Council. Mr. Reeve stated he is one of the four (4) children that own Virginia Reeve's home and this property has been flooded as a result of the last two hurricanes. The small house, cabin, was the servants quarters that was built in the 1930's and it is their desire to maintain and preserve the house as it was originally built. He continued, the property is subject to flooding both with and without hurricanes. After the hurricanes they applied and were approved for Historic Tax Credits. With this designation they can only raise the structure no more than two (2) feet. Mr. Reeve stating by receiving both Federal and State tax credits they are wanting to improve the property. Mr. Reeve explained the benefits of the Historic Tax Credit designation which is an incentive. **Wanda Doyle** made a motion to approve. **Shirley Sessions** seconded. Vote was unanimous to approve, 6-0.

Consideration of Bids, Contracts, Agreements and Expenditures

City Council approve a budget amendment increasing the General Funds' fiscal year 2019 budget by \$87,212 from @12,866,400 to \$12,953,612 in order to fund the Red Valve Capital Project carried forward from FY 2018 and to cover invoices for capital projects that have not been funded in FY 2019 capital budget. Wanda Doyle

expressed her concerns as to how we have arrived at this point with a budget adjustment of \$87,212 and asked Ms. Hudson if the additional funding was coming from the general fund balance. Ms. Hudson confirmed. Dr. Gillen responded, the Infrastructure Committee met on all the capital projects and additional projects were identified to include drainage and backflow preventers. Ms. Hudson confirmed the backflow preventers were in last year's budget but not carried forward. Ms. Doyle recommended the capital projects need to be prioritized at the upcoming city council workshop to include these projects so they are correctly budgeted. Mayor pro tem Brown recommended more planning needs to be done, also as projects need to be identified, estimates done and then budgeted. In that way there is a complete capital improvement project budget. There was a brief discussion regarding the Thomas and Hutton invoices. Ms. Hudson indicated that due to delaying the Capital Improvement Project budget, projects were started which were not completely budgeted for. This then caused the need to do a budget amendment such as this one before Mayor and Council this evening. Mr. Parks recommended for the budget cycle next year, the Capital Project Improvement budget not put off as it was this year. Dr. Gillen stated the City Engineer, Thomas and Hutton and he are working to prioritize projects so as to show cost and the line items in the budget where the money will be taken. Mayor pro tem Brown stated he met with Thomas and Hutton and made it clear to them they were not to start any projects without prior approval. **Wanda Doyle** made a motion to approve. **Barry Brown** seconded. Vote was unanimous to approve, 6-0.

Enterprise Lease Program, 16 vehicles for TIPD. Budget Line Item 100.3210.52.1316. Ms. Doyle

stated the Public Safety Committee has reviewed all options and voted unanimously to pursue the lease for police cars only. Bret Wermuth, Enterprise Fleet Management, approached Mayor and Council to give a brief synopsis of the proposal which is included in the packet before them tonight. Ms. Doyle asked if any existing equipment can be transferred to the new vehicles. Mr. Wermuth confirmed. A discussion ensued regarding insurance, transfer of equipment from one vehicle to another and other minor concerns. Mr. Hughes asked Dr. Gillen if an RFP was done in regards to the leasing of new vehicles. Dr. Gillen stated no as he was not able to find another company that could meet the needs of the City. He stated the next step is to draft a contract and bring before Mayor and Council at the December 13, 2018 meeting. Mr. Hughes stated he has not seen a contract as of yet and reminded Dr. Gillen it needs to be a governmental contract. Dr. Gillen indicated he will work with Mr. Wermuth on bringing the contract before Mayor and Council at an upcoming meeting. Mr. Wermuth stated Enterprise does have a governmental equipment contract.

Wanda Doyle made a motion to proceed with the lease program contingent upon the approval of the contract terms. **John Branigin** seconded. **Discussion:** Ms. Session confirmed this would be in front of Mayor and Council in December. Vote was unanimous, 6-0.

Consideration of Ordinances, Resolutions

First Reading, 10-2018, Article IIA - Disorderly House Nuisance, Sec 22-33. No action taken.

Second Reading, 18-2018, Sec 14-3, Election Officials. Monty Parks made a motion to approve. **Wanda Doyle** seconded. Vote was unanimous to approve, 6-0.

Second Reading, 19-2018, Sec 14-4, Superintendent to Incur Expenses. Monty Parks made a motion to approve. **Julie Livingston** seconded. Vote was unanimous to approve, 6-0.

Second Reading, 20-2018, Sec 14-5, Polling Places. Monty Parks made a motion to approve. **Wanda Doyle** seconded. Vote was unanimous to approve, 6-0.

Second Reading, 21-2018, Sec 14-9, Notice of Candidacy, Time Periods. Monty Parks made a motion to approve. **John Branigin** seconded. Vote was unanimous to approve, 6-0.

Second Reading, 22-2018, Sec 14-10, Designation of Office Sought; Election of Councilmembers. Monty Parks made a motion to approve. **Wanda Doyle** seconded. Vote was unanimous to approve, 6-0.

Second Reading, 23-2018, Sec 14-18, Time of Regular Election, Succession by Incumbent. Wanda Doyle made a motion to approve. **Julie Livingston** seconded. Vote was unanimous to approve, 6-0.

Resolution, 2018-01, Charter Changes. Mayor Buelterman stated once this is adopted by Mayor and Council it is sent to the State Legislative Counsel. Mr. Hughes confirmed. Mayor Buelterman stated there are three issues the first being the appointment of the Mayor pro tem, as is it with the mayoral election or at every municipal election. He stated Option 1 is done every two year in January after the municipal election and Option 2 would be every four years at the mayoral election. Mr. Hughes stated per the previous discussion of Mayor and Council it is their preference it is done every four years at the mayoral election and could be anyone of the six newly elected council members. Ms. Doyle recommended, for consistency, her preference would be the Mayor pro tem be appointed every four years with the mayoral election. Mr. Branigin agreed. Mr. Parks asked for clarification regarding Mayor pro tem cycling off after two years. Mr. Hughes confirmed at the end of the cycle, Council would elect a new Mayor pro tem and will include in the amended Resolution. Mayor Buelterman stated the next issue is if a council member resigns prior to the expiration of half their term, 26 months, what would be the process. Municipal election or appoint the next highest vote getter. Mr. Branigin recommended the successor would be appointed until the next municipal election. Ms. Doyle confirmed. The next issue is a council member decided to run for mayor, would they have to resign their council seat. Mr. Hughes confirmed. **John Branigin** made a motion to approve with the stipulation Council select the first option as written which is the concurrent Mayor and Mayor pro tem option. **Wanda Doyle** seconded. Vote was unanimous to approve, 6-0.

Council, Officials and City Attorney Considerations and Comments

Wanda Doyle, approached Mayor and Council to give an **Update**, on the **Public Safety Committee**. Ms. Doyle stated at their recent meeting they discussed many topics to include signage; proposed Noise Ordinance; proposed Disorderly Household Ordinance; Concerned Citizens Group; and the Enterprise Lease Agreement. In regard to the proposed Noise Ordinance, until additional data is collected from the new decibel machine, no action is being taken. Once data is collected the Committee will move forward with a recommendation. Ms. Doyle explained Dr. Gillen is currently working on a traffic plan in conjunction with the mitigation of the Concerned Citizens Group for major events on the Island. He will give a presentation to Mayor and Council at the December 13, 2018 meeting. Ms. Doyle stated at the recommendation of the Committee, stop signs are being placed on Jones Avenue at 4th, 8th and 15th Street. This is a result of heavy traffic volume and speeding on Jones and will assist with public safety for the residents, visitors and children.

Mr. Hughes asked for clarification of the intentions of Mayor and Council as it relates to Sunday Sales. He stated the Referendum that was passed authorized Mayor and Council to change the

ordinance for the sale of alcohol before noon. It was agreed the new ordinance would be introduced at the upcoming workshop with first and second reading on December 13, 2018. Mayor Buelterman confirmed.

Monty Parks made a motion to adjourn. **John Branigin** seconded. Vote was unanimous, 6-0.

Meeting adjourned at 9:15PM.

Janet R. LeViner, CMC
Clerk

Backup material for agenda item:

3. Special Meeting Minutes - November 15, 2018



Mayor Buelterman called the special meeting to order at 3:15PM on November 15, 2018. Those present were Monty Parks, John Branigin, Wanda Doyle, and Barry Brown. 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. Shirley Sessions and Julie Livingston were excused.

I. Consideration of Ordinances, Resolutions: Introduction, 24-2018: Hours Allowed for Sunday Sales. **Mr. Hughes** explained the proposed ordinance would allow the sale of alcoholic beverages between the hours of 11:00AM and 12:00 midnight. He continued, with this being introduced at this time, there will be first and second reading at the December 13, 2018 meeting. **Wanda Doyle** made a motion to approve as introduced. **Barry Brown** seconded. Vote was unanimous 4-0.

Monty Parks made a motion to adjourn to the workshop. **John Branigin** seconded. Vote was unanimous, 4-0.

Janet R. LeViner, CMC
Clerk

Backup material for agenda item:

4. Ethics Commission - Frances Kay Strickland



MAYOR
Jason Buelterman

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



CITY MANAGER
Diane Schleicher

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

STATEMENT OF QUALIFICATION

I, FRANCES KAYE STRICKLAND, have interest in serving on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Ethics Code Section: 4.03.

I have resided in the City of Tybee Island for at least year.

I am registered to vote in City elections.

I do not hold an elected City office.

I am not a candidate for elected office of the United States, this state, this county, or this City.

I am fit to serve as a Public Service of the City of Tybee Island.

Signed: Frances K. Strickland Date: 11-9-18

RECEIVED
11/9/18

Backup material for agenda item:

5. Ethics Commission - Michael Pappas



MAYOR
Jason Buelterman

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



CITY MANAGER
Diane Schleicher

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

STATEMENT OF QUALIFICATION

I, Michael B. Pappas, have interest in serving on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Ethics Code Section: 4.03.

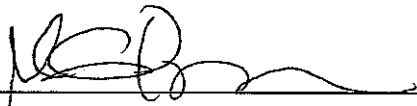
I have resided in the City of Tybee Island for at least year.

I am registered to vote in City elections.

I do not hold an elected City office.

I am not a candidate for elected office of the United States, this state, this county, or this City.

I am fit to serve as a Public Service of the City of Tybee Island.

Signed:  Date: 11-14-18

Backup material for agenda item:

6. Ethics Commission - Zelda Tenenbaum



From: Michael Pappas yesmick@aol.com
Subject: TYBEE ISLAND ETHICS - FORM FOR JAN LE VINER
- HERE YOU GO - JLEVINER@CITYOFTYBEE.ORG
Date: Nov 14, 2018 at 8:19:06 PM
To: Zelda zelda@mountainfilmsav.org

MAYOR
Jason Buelterman

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



CITY MANAGER
Diane Schleicher

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

STATEMENT OF QUALIFICATION

I, ZELDA TENENBAUM, have interest in serving on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Ethics Code Section: 4.03.

I have resided in the City of Tybee Island for at least year.

I am registered to vote in City elections.

I do not hold an elected City office.

I am not a candidate for elected office of the United States, this state, this county, or this City.

I am fit to serve as a Public Service of the City of Tybee Island.

Signed: Zelda Tenenbaum Date: Nov 15, 2018

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

Backup material for agenda item:

7. Ethics Commission - Patrick Lovato



MAYOR
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Tom Groover
Paul Wolff



CITY MANAGER
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CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

STATEMENT OF QUALIFICATION

I, PATRICK H LOVATO, have interest in serving on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Ethics Code Section: 4.03.

I have resided in the City of Tybee Island for at least year. YES

I am registered to vote in City elections. YES

I do not hold an elected City office. YES

I am not a candidate for elected office of the United States, this state, this county, or this City. NO

I am fit to serve as a Public Service of the City of Tybee Island. YES

Signed: [Signature] Date: 29 NOV 2018

Backup material for agenda item:

8. Jeremy Altman, HPC, South end Business Overlay District



Backup material for agenda item:

9. Minor Subdivision: Move lot line to make two lots – 303 Third Street – Zone R-2 – 4-0004-17-005 – Kitty B. Williams.





STAFF REPORT

PLANNING COMMISSION MEETING: October 15, 2018

CITY COUNCIL MEETING: November 8, 2018

LOCATION: 303 3rd St.

PIN: 4-0004-17-005

APPLICANT: Kitty Williams

OWNER: Kitty Williams

EXISTING USE: Single family dwelling lot

PROPOSED USE: Two single family lots

ZONING: R-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Inland Cottage Neighborhood

APPLICATION: Minor subdivision plat approval (Sec. 5-140)

PROPOSAL: The applicant is requesting minor subdivision approval for a two lot subdivision off of 3rd St. and Jones Ave. Each lot will have public road frontage.

ANALYSIS: This subdivision would create two lots of a size that meet the requirements of the R-2 zoning district. They will both have sufficient access and be served by City water and sewer service.

The proposed pavilion meets the applicable Recommended Development Strategies outlined in the Comprehensive Plan, Section 1.2.6, Inland Cottage Neighborhood.

Inland Cottage Neighborhood: This traditional neighborhood west of Butler consists of R-2, NG, P-C zoning characterized by a grid of narrow, tree lined streets. Housing includes permanent residences and rental homes, along with multifamily. Both traditional historic cottages and large new residential homes are found here. Other uses include low density commercial and grocery, public/government buildings, and parks.

<i>Comprehensive Plan – Community Character Area Inland Cottage Neighborhood – Section 1.2.6</i>		
<i>Recommended Development Strategies</i>		<i>Meets Strategy Y/N or N/A</i>
1.	New development, redevelopment and restoration should be consistent with existing character of the area in terms of mass, scale, use and density.	Y
2.	Permit only compatible uses including low density residential, public/institutional, and low impact commercial	Y
3.	Develop and implement design and architectural standards	N/A
4.	Historic structures should be restored and/or preserved whenever possible.	N/A
5.	The City should provide appropriate incentives for historic restoration projects.	N/A
6.	Implement streetscape improvement to improve the pedestrian/bicycle environment and encourage safety and mobility.	N/A

STAFF FINDING

This subdivision plat meets all requirements for a minor subdivision.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

- A. Subdivision application (5 pages)
- B. Survey (1 page)
- C. SAGIS map (1 page)



CITY OF TYBEE ISLAND
SUBDIVISION OF LAND APPLICATION

Fee
Major Subdivision \$500
Minor Subdivision \$125

Applicant's Name Kitty B. Williams

Address and location of subject property 303 3rd Street Tybee Island, Ga.

PIN 4-0004-17-005 Applicant's Telephone Number 912-687-0443

Applicant's Mailing Address P.O. Box 2911 Tybee Island, GA. 31328

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

Move lot line After Relocation of stairs

Property Owner's Name Kitty B. Williams Telephone Number 912-687-0443

Property Owner's Address P.O. Box 2911 Tybee Island, GA 31328

Is Applicant the Property Owner? [checked] Yes [] No

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

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

Current Zoning of Property [] Current Use []

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

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

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

Disclosure of Campaign Contributions form attachment hereto: [] Yes

Signature of Applicant Kitty Williams Date 10/30/2018

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

Fee Amount \$ 2383 Check Number [] Date 10/30/18

City Official [Signature]

2018 Chatham County Board of Assessors

4-0004-17-005

Property Record Card

303 3RD ST TYBEE ISLAND

APPRAISER	FIRDAWSS	N PT OF LOT 71A & N PT OF LT 71B WARD 1 TYBEE	NESSMITH KITTY B*	CAMA	ASMT		
LAST INSP	12/11/2017		P O BOX 2911	202,500	202,500	LAND	1
APPR ZONE	000008		TYBEE ISLAND GA 31328	229,100	229,100	BLDG	1
				900	900	OBXF	1
				432,500	432,500	Cost - MS	

SALES	BOOK / PAGE	INS VI QU RSN	PRICE
28 Aug 2008	344S 0640	QC I U UQ	
GRANTOR: WILLIAMS KITTY B** GRANTEE: WILLIAMS KITTY B*			
01 Dec 1991		I U U8	82,500
GRANTOR: GRANTEE:			
01 May 1989		I Q Q7	102,000
GRANTOR: GRANTEE:			



[Click for larger picture]



CODES		
PROPERTY USE	0006	RESIDENTIAL
UTA	0004	Tybee Island
NBHD	020225.00	T225 TYBEE INNER
EXEMPTIONS		

HISTORY	LAND	IMPR	TOTAL	
2017	298,200	155,300	453,500	Cama
2016	298,200	133,900	432,100	Cama
2015	301,400	140,300	441,700	Cama
2014	301,400	148,500	449,900	Cama
2013	301,400	163,800	465,200	Cama
2012	301,400	152,900	454,300	Cama
2011	301,400	142,500	443,900	Cama
2010	527,500	220,700	748,200	Cama
2009	594,500	251,500	846,000	Over
2008	594,500	251,500	846,000	Over
2007			846,000	A/C
2006	318,500	120,000	438,500	Cama
2005	186,500	156,500	343,000	Cama
2004	153,500	189,000	342,500	Cama
2003	172,000	117,500	289,500	Cama
2002		206,500	206,500	Over
2001		206,500	206,500	Over
2000			206,500	A/C
1999	54,720	97,500	152,220	Over
1998	54,720	97,500	152,220	Over

PERMITS	TYPE	DATE	AMOUNT
170070	RN	11 Dec 2017	Comp 2,100
170193	RF	11 Dec 2017	Comp 5,700
13-0200	GM	13 Nov 2013	Comp 400
06-0002	RN	30 Dec 2006	Comp 15,000

COMMENTS:	
25 Nov 2013	MOVED OBXF TO DRAW SCREEN. LOWERED EFFECTIVE YEAR.
10 Oct 2008	**FKA KITTY B NESSMITH PER 340T294 *TRUSTEE OF THE KITTY BURKE WILLIAMS LIVING TRUST
28 Sep 2004	ADD CNG PER LTR 9/28/04 APW
20 Jan 1998	1998 NEW PIN; COMBINATION OF 4-4-17-1 & 4-4-17-4 1/20/98

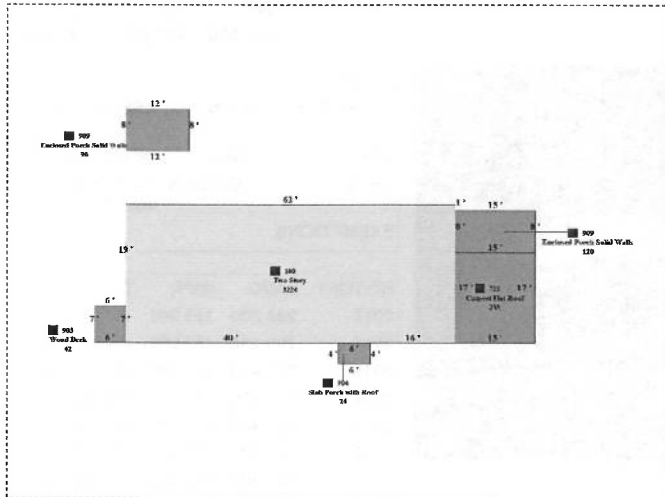
EXTRA FEATURES																	
ID#	BLDG #	SYSTEM DESC	DIM 1	DIM 2	UNITS	QL	UNIT PRICE	RCN	AYB	EYB	DT	ECON	FUNC	SP	SP%	RCNLD	MKT VALUE
137423	84851	WOOD DECK AV	11	14	154.00	A	10.76	1,657	2006	2006	2R					862	900

LAND														
ID#	USE DESC	FRONT	DEPTH	UNITS / TYPE	PRICE	ZONING	LCTN	TOPO	OTHER	ADJ1	ADJ2	ADJ3	ADJ4	MKT VALUE
109118	SINGLE FAMILY RES	0	0	1.00-LT	135000.00	R2					SZ50			202500

2018 Chatham County Board of Assessors
Property Record Card

4-0004-17-005
303 3RD ST TYBEE ISLAND

BUILDING SECTION 84851-1-2018	CONSTRUCTION TYPE Residential	RCN 216,150	AYB 1968	EYB 1985	DEP TYPE MS	PHYS 47.00	ECON 0.00	FUNC 0.00	OBSV / % 0.00	TOTAL DEP % 47.00	RCNLD 114,560	U.FACTOR	MKT VAL 229,100
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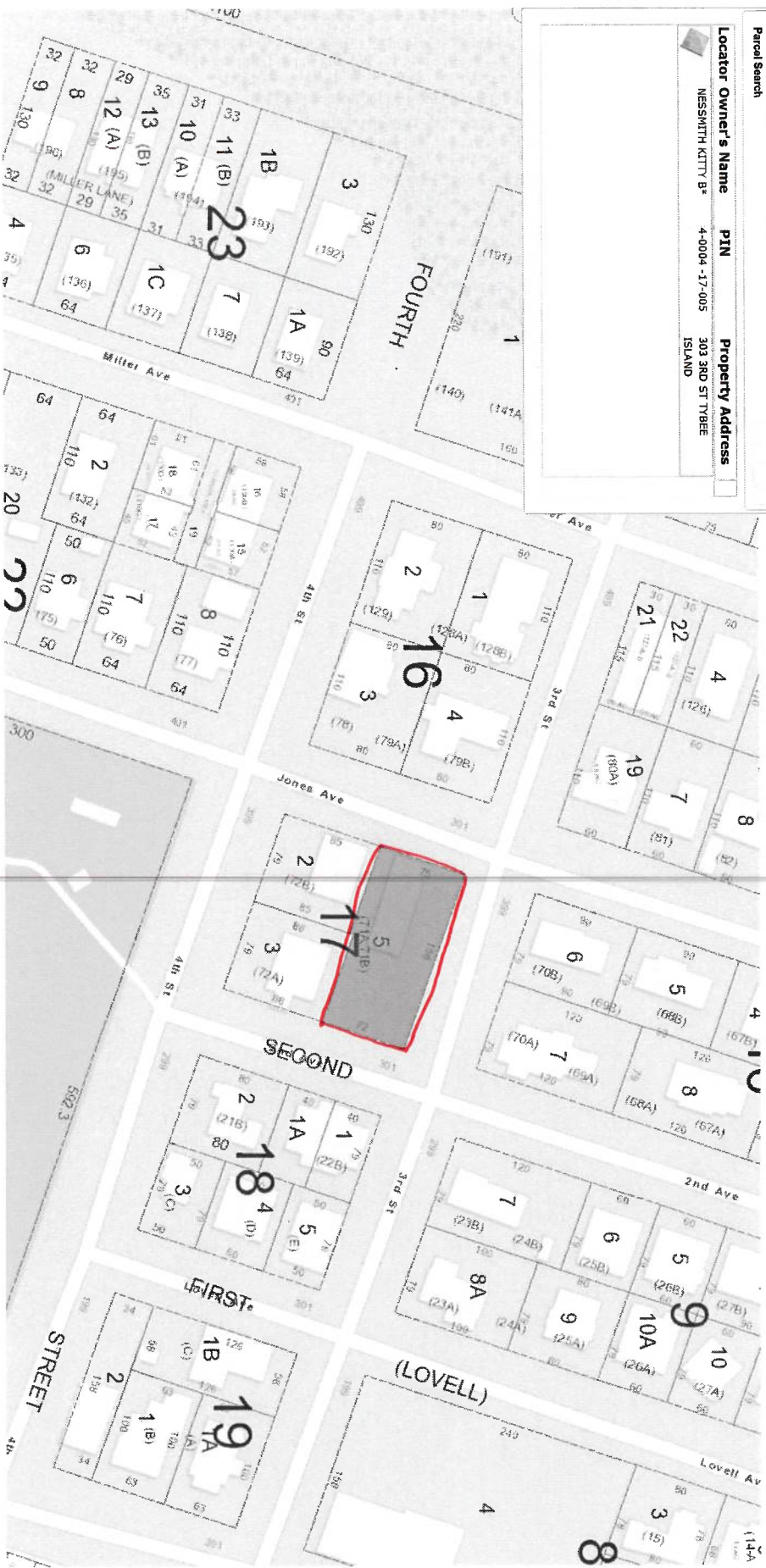
[Click for larger picture]

THREE APTS

SECTION TYPE	1 - Main
AREA	3224
TYPE	2 - Low-rise Multiple
FRAME	1 - Stud Frame
STYLE	2 - Two Story
QUALITY	3.00
CONDITION	3.00
# UNITS	0
# OF BEDS / BATHS	5 / 3.30

COMPONENTS	Units	%	QUAL
R1 107 Frame, Siding, Vinyl		100.00	
R2 208 Composition Shingle		100.00	
R3 352 Heat Pump		100.00	
R4 402 Automatic Floor Cover Allowance			
R6 601 Plumbing Fixtures (#)	27.00		
R6 602 Plumbing Rough-ins (#)	3.00		
R6 621 Slab on Grade (% or SF)		100.00	
R7 721 Carport, Flat Roof (SF)	255.00		
R11 903 Wood Deck (SF)	42.00		
R11 904 Slab Porch (SF) with Roof	24.00		
R11 909 Enclosed Porch (SF), Solid Walls	120.00		
R11 909 Enclosed Porch (SF), Solid Walls	96.00		

Parcel Search		
Locator	Owner's Name	PIN
	NESSMITH KITTY B*	4-0004 -17-005
		Property Address
		303 3RD STREET ISLAND



-80 843, 32, 011

303 3rd St.

RECEIVED FOR RECORD
1991 DEC 30 AM 11:01
DORIS S STEPHENS
CLERK, S.C.C.C.G.A.

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF CHATHAM

This Indenture, made this 23rd day of December in the year one thousand nine hundred ninety-one, between

BANKERS FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

335

of State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

KITTY B. NESSMITH

of the County of Bulloch, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of Eighty Two Thousand Five Hundred and no/100 (\$82,500.00) Dollars in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all the following described property, to-wit:

All those certain lots or parcels of land situate, lying and being on Tybee Island, Chatham County, Georgia, and being shown and designated on the map of Tybee Island, Town of Savannah Beach as the Northern 75 feet of Lot 71B Ward One, and the Northern 72 feet of Lot 71A, Ward One, and bounded as follows: North by Third street; East by Second Avenue; South by the Southern 8 feet of Lot 71A and the Southern 5 feet of Lot 71B; and West by Jones Avenue and known as 303 Third Street under the present system of numbering houses in Tybee Island, Georgia.

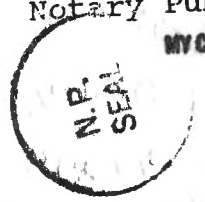
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto said Grantee and the heirs or successors and assigns of said Grantee against the lawful claims of all persons claiming or to claim the same or any part thereof, by, through, or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

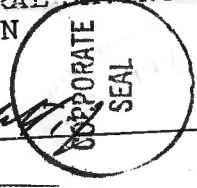
Signed, sealed and delivered in the presence of:

Danna Redd
Sandra J. Zerv
Notary Public



BANKERS FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

James S. [Signature]
Vice President
Lucius F. [Signature]
Assistant Secretary



Chatham County Georgia
Real Estate Transfer Tax
Paid \$ 82.50 Date 12-30-91
Mary E. Helton
For Clerk of Sup. Court

Filed For Record At 11:01 O'Clock A M. On The
30 Day Of Dec 19 91
Recorded in Record Book 152-E Folio 335
On The 30 Day Of Dec 19 91

5.00
300220A001 12/30/91 TOTAL

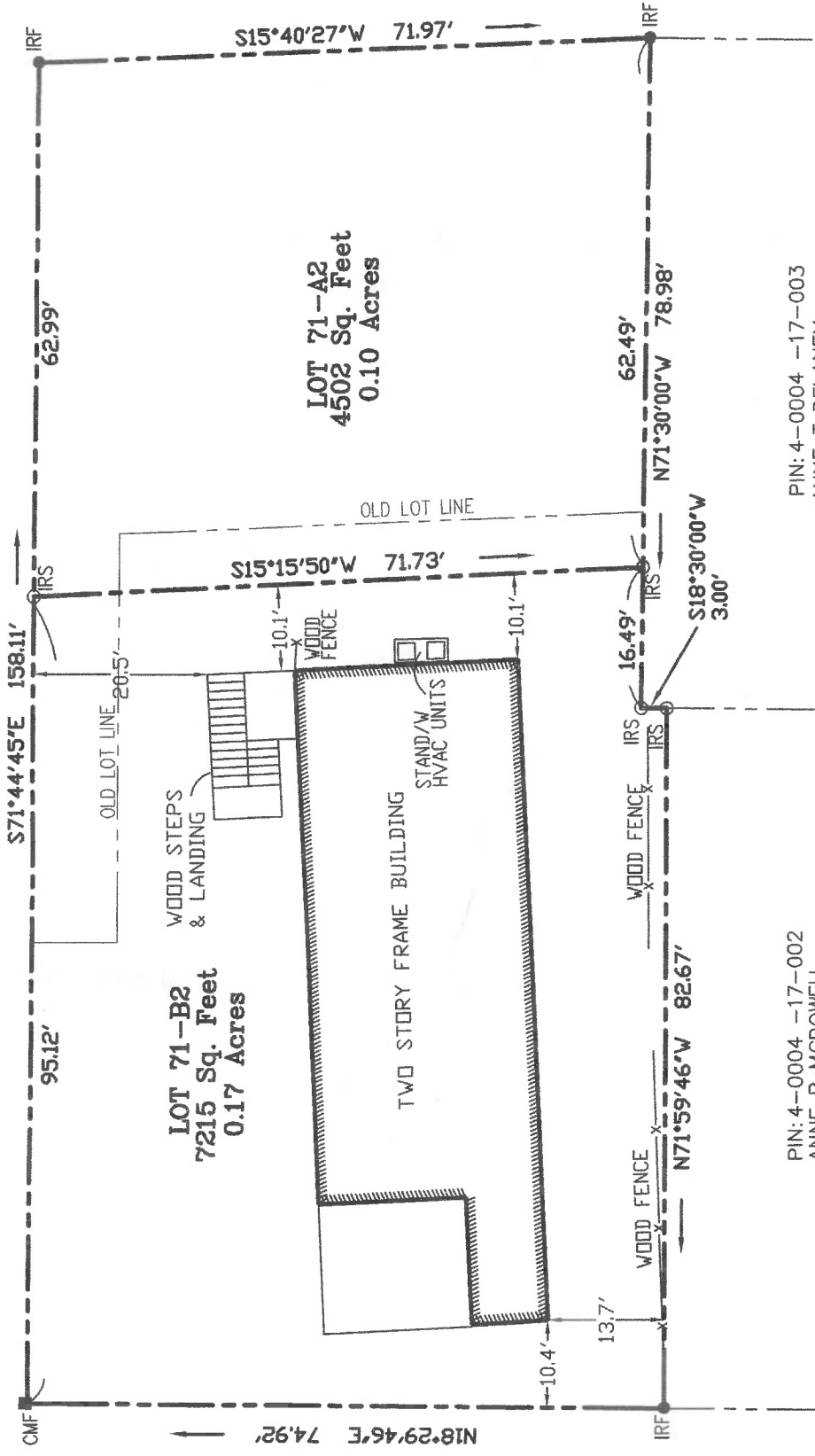


BENCHMARK
RAILROAD SPIKE
IN LIGHT POLE
ELEV=9.70 (NAVD 88)

3RD STREET 60' R/W

JONES AVENUE 60' R/W

2ND AVENUE 60' R/W



THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

APPROVED FOR RECORDING

MAYOR _____ DATE _____
 CLERK OF COUNCIL _____ DATE _____
 ZONING MANAGER _____ DATE _____

REFERENCE:

1.PRB 13P, PAGE 10

ACCORDING TO F.I.R.M. MAP NO. 13051C0213G,
 EFFECTIVE DATE 8/16/2018, THIS PARCEL SHOWN
 HEREON LIES IN ZONE AE, A SPECIAL FLOOD
 HAZARD AREA BFE=9.0'.

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



Vincent Helmy 10/22/18 DATE: 10/22/18

VINCENT HELMLY NO. 1882 DATE: 10/22/18

PIN: 4-0004 -17-002
ANNE B MCDOWELL

PIN: 4-0004 -17-003
ANNE T DELANEY

**A SECOND RECOMBINATION OF THE
 NORTH 75' OF LOT 71-B & THE
 NORTH 72' OF LOT 71-A, WARD NO. 1**

TYBEE ISLAND,
 CHATHAM COUNTY, GEORGIA

ADDRESS: 303 3RD STREET
 CURRENT PIN# 4-0004-17-005

Surveyed For: **KITTY B. WILLIAMS**

Vincent Helmy
 129-A BURTON ROAD
 SAVANNAH, GEORGIA 31405
 (912) 925-3523

FIELD SURVEY DATE: 10/2018
 DATE: 10/22/18 JOB No. 18-150

ERROR OF CLOSURE:
 FIELD: 1/22,746
 ANGULAR ERROR OF 3" PER
 ANGLE POINT AND ADJUSTED
 BY COMPASS METHOD
 PLAT CLOSURE 1:100,185
 EQUIPMENT: TOPCON GTS236W
 TOTAL STATION; SINGLE PRISM

LEGEND
 O IRS-IRON ROD SET
 ■ CMF-CONCRETE MONUMENT FOUND
 /B BROKEN
 ● IRF-IRON ROD FOUND





**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: 11/19/2018

Project Name/Description: Minor Subdivision: Move lot line to make two lots – 303 Third Street – Zone R-2 – 4-0004-17-005 – Kitty B. Williams.

Action Requested: Minor Subdivision

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

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

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair
Bossick	X		Vice Chair
Robertson	X		MOTION
Gann	X		SECOND
Bramble	X		
Matlock			ABSENT
McNaughton	X		

Planning Commission Chair: _____

Date: 11/27/18

Planning & Zoning Manager: _____

Date: 11-26-18

Backup material for agenda item:

10. Text Amendment to Land Development Code: Sec. 4-050 Zoning Districts (O) *South End Business Overlay District.*



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: 12/13/2018

Item: Text Amendment to Land Development code

Explanation: Sec. 4-050 Zoning Districts (O) South End Business Overlay District.

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: 12/6/2018

**P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
(912) 786-4573 – FAX (912) 786-5737 www.cityoftybee.org**





STAFF REPORT

PLANNING COMMISSION MEETING: November 19, 2018

CITY COUNCIL MEETING: December 13, 2018

LOCATION: N/A

APPLICANT: City of Tybee Island

OWNER: N/A

EXISTING USE: N/A

PROPOSED USE: N/A

ZONING: N/A

USE PERMITTED BY RIGHT: N/A

COMMUNITY CHARACTER MAP: N/A

APPLICATION: Amendment to Sec. 4-040 (O) South End business overlay district.

PROPOSAL: To create rules governing demolition and relocation of historic buildings in the South End Overlay District.

ANALYSIS: After much feedback from City Council and Planning Commission the original design guidelines have been pared back to only create rules governing demolition and relocation of historic buildings. This amendment will strengthen the City's efforts to retain the historic buildings in the district and may work as a template should the City want to expand these rules to other parts of the island.

STAFF FINDING

Staff recommends approval

This Staff Report was prepared by George Shaw.

ATTACHMENTS

A. Amendment



**CITY OF TYBEE ISLAND
LAND DEVELOPMENT CODE
TEXT AMENDMENT APPLICATION**

Fee \$500

Applicant's Name City of Tybee Island

Applicant's Telephone Number 472-5031

Applicant's Mailing Address P.O. Box 2749, Tybee Island, GA 31328

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

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

Disclosure of Campaign Contributions form attachment hereto: Yes

[Signature] 6-29-18
 Signature of Applicant Date

NOTE: Other specific data is required for each proposed Text Amendment.

Amendment to Sec. 4-050(o) Southend Business overlay district to create design guidelines.

[Signature] 6-29-18
 Signature of Applicant Date

PROPOSED TEXT AMENDMENT TO THE TYBEE ISLAND CODE OF ORDINANCES

Proposed text within existing overlay district ordinance is underlined

Sec. 4-050. – Zoning districts.

(O) *South End business overlay district*

- (1) Purpose. The purpose of this district is to promote the welfare and vitality of the city's original main commercial and resort area and preserve its historic character and identity for future generations.
- (2) Uses. All commercial and multi-family residential uses are permissible subject to site plan approval, or special review and site plan approval, as is required by the particular zoning classification of the property. In this district, the site plans established herein shall prevail over any setbacks in any other part of this Code, specifically including section 3-090 regardless of the use of the property. Mixed uses of the property are permissible. Site plan approval and special review is required for new construction and redevelopment of existing sites. New construction when a project includes the redevelopment of a parcel, a development agreement with the owner/developer and the city specifying the site plan, location of utilities, improvements, setbacks, driveway locations and dimensions and lot coverage may be required.
- (3) Signs. Signage within the district shall be as specified herein to the extent of any inconsistency with the sign ordinance. Permissible signage shall include sandwich boards not to exceed three feet by five feet, which may be displayed during business hours on sidewalks immediately adjacent to the business advertised on the sandwich board. No advertising benches shall be permissible in the district. The existing advertising benches located in the Fourteenth Street parking lot may remain until such time the city provides public benches.
 - a. Within the district, café style seating on sidewalks may be permissible provided that sidewalks in the area involved, must be at least ten feet in width.
 - b. Notwithstanding any other provision of this Code, no outdoor selling of merchandise on public or private sidewalks is permissible in the district except as may be allowed in connection with authorized special events.
- (4) Demolition and relocation of historic buildings. The following standards apply to all historic buildings within the overlay district that are 50 years of age or older and identified as listed, eligible, or may be eligible for listing in the National Register of Historic Places within the 2016 City of Tybee Island Historic Resources Survey, Phase 1. The Historic Preservation Commission shall review permit applications for demolition and relocation and provide recommendations to the zoning administrator.
 - a. Demolition. Demolition of historic buildings undermines the character of Tybee Island and shall only be permitted if the demolition is required to alleviate a threat to public health or public safety as determined by the zoning administrator based on supporting documentation from a licensed structural engineer licensed in the State of Georgia.
 - b. Relocation. Relocation of historic buildings can impact the character of Tybee Island and should only be considered as a last resort in order to preserve the building. It shall only be permitted if all of the following conditions are met:

1. The current location and surrounding context no longer contribute to the overall character of the property (i.e. residential property now surrounded by new construction and commercial development).
2. The character of the property onto which the building will be relocated and its surrounding context are compatible with the historic building (i.e. relocating a residential building within a residential area).
3. The relocation is as close to the original site as possible (i.e. the relocation of a building to a new location on the same parcel or an adjacent parcel).

(5) Appeals.

- b. Any applicant for a permit shall have the right to appeal to the planning commission and mayor and council should the zoning administrator refuse to approve the issuance of a permit in accordance with Section 9-030.

(6) Definitions. In addition to existing definitions in Section 2-010, the following terms apply to this overlay district.

Compatibility. The positive relationship of existing buildings, relocated buildings, and/or designs for new construction to their environs.

Demolition. The act of either demolishing or removing 50 percent or more of the exterior walls of a building; or any primary exterior wall facing a public street or beach; or 50 percent or more of the roof area.

Historic building. A building that is worthy of preservation by reason of value to Tybee Island, Chatham County, State of Georgia, region, or nation, for one of the following reasons:

- a. It is an example of a building representation of its era;
- b. It is one of the few remaining examples of past architectural style, or building type;
- c. It is associated with an event or persons of historic or cultural significance to Tybee Island, Chatham County, State of Georgia, region, or nation; or
- d. It contributes to the cultural or historical development and heritage of Tybee Island, Chatham County, State of Georgia, region, or nation.

Non-historic. A structure that is less than 50 years old and/or does not possess any known historical or architectural significance.

Zoning administrator. The designated City staff person who administers the building code and reviews building permit applications.

Policies and procedures applicable in this district are on file in the offices of the planning and economic development director and are incorporated herein.



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: 10/15/2018

Project Name/Description: Sec. 4-050 Zoning Districts (O) *South End Business Overlay District*

Action Requested: Text Amendment to Land Development code



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

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

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair
Bossick	X		Vice Chair
Robertson	X		Motion- to continue to November Planning meeting with changes
Gann	X		
Bramble	X		Second
Matlock	X		
McNaughton	X		

Planning Commission Chair: 
 Planning & Zoning Manager: 

Date: 10/17/18
 Date: 10-16-18



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: 11/19/2018

Project Name/Description: to Land Development code: Sec. 4-050 Zoning Districts (O) *South End Business Overlay District.*

Action Requested: Text Amendment

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

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

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair
Bossick	X		Vice Chair - SECOND
Robertson	X		MOTION
Gann	X		
Bramble	X		
Matlock			ABSENT
McNaughton	X		

Planning Commission Chair:

Date:

11/27/18

Planning & Zoning Manager:

Date:

11-26-18

Backup material for agenda item:

11. Zoning Variance: Sec.5-090 (B) Height for a light monitor above the required 35 foot height – 1809 Chatham Avenue – 4-0009-13-009 –Zone R-2 – Josh W. Bull, AIA representative for Kelly Parker.



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

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Council Meeting Date for Request: 12/13/2018

Item: Zoning Variance

Explanation: Sec.5-090 (B) Height for a light monitor above the required 35 foot height – 1809 Chatham Avenue – 4-0009-13-009 –Zone R-2 – Josh W. Bull, AIA representative for Kelly Parker.

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: 12/6/2018

**P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
(912) 786-4573 – FAX (912) 786-5737 www.cityoftybee.org**





STAFF REPORT

PLANNING COMMISSION MEETING: November 19, 2018
CITY COUNCIL MEETING: December 13, 2018

LOCATION: 1809 Chatham Ave.

PIN: 4-0009-13-009

APPLICANT: Josh W. Bull, AIA

OWNER: Kelly Parker

EXISTING USE: Empty lot

PROPOSED USE: Single family dwelling

ZONING: R-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Inland Cottage Neighborhood

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

PROPOSAL: The applicant is requesting height variance of 4'8" above the 35' height limit for the installation of a light monitor, an elevated skylight.

ANALYSIS: The applicant is requesting remove existing structure and build a new home using the same setback as the existing structure.

Variance standards require that the applicant meet the following conditions:

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

This variance does not meet the above criteria. The definition of height is: **Height of building**, unless otherwise specifically defined or described by ordinance, means the vertical distance measured from the average adjacent grade of the building to the extreme high point of the building, exclusive of chimneys, heating units, ventilation ducts, air conditioning units, elevators and similar appurtenances. It is staff's opinion that the light monitor does not fit this definition.

The Comprehensive Plan describes the Inland Cottage Neighborhood as follows:

This character area describes the traditional neighborhood along the west side of Butler, which contains narrow, tree-lined streets laid out in a grid pattern. The area is varied in land use as it contains permanent residential properties, multi-family homes, rental properties, parks, low-impact commercial establishments, and public buildings.

The Inland Cottage Neighborhood Sec. 1.2.6

<i>Recommended Development Strategies</i>		<i>Meets Strategy Y/N or N/A</i>
1.	New development, redevelopment, and restoration should be consistent with the existing character of the area in terms of mass, scale, use and density	N
2.	Permit only compatible uses including low density residential, public/institutional, and low impact commercial	Y
3.	Develop and implement design and architectural standards	N/A
4.	Implement streetscape improvement to improve the pedestrian/bicycle environment and encourage safety and mobility	N/A
5.	Historic structures in this area should be restored and/or preserved whenever possible	N
6.	The City should provide appropriate incentives for historic restoration projects	N/A
7.		

STAFF FINDING

This application does not meet the defined criteria for a variance. There is no hardship as the request is for an architectural embellishment. Staff recommends denial of the application.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

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



CITY OF TYBEE ISLAND ZONING VARIANCE APPLICATION

Fee
Commercial \$500
Residential \$200

Applicant's Name Josh W. Bull, AIA

Address and location of subject property 1809 Chatham Avenue, Tybee Island GA, 31328

PIN 4-0009-13-009 Applicant's Telephone Number 912-629-5031

Applicant's Mailing Address 28 East 35th Street, Savannah, GA 31401

Brief description of the land development activity and use of the land thereafter to take place on the property:
New construction of a single family residence.

Property Owner's Name Kelley Parker Telephone Number 912-844-5703

Property Owner's Address 120 East Gaston Street, Savannah, GA 31401

Is Applicant the Property Owner? Yes No

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

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

Current Zoning of Property R-2 Current Use Vacant Lot

Names and addresses of all adjacent property owners are attached: Yes 4' 8"

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

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

Disclosure of Campaign Contributions form attachment hereto: Yes

[Signature] 10/23/2018
Signature of Applicant Date

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

Fee Amount \$ 200.00 Check Number 7782 Date 10/29/18

- 47 -
Official [Signature]

RECEIVED
10/29/18

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

See attached drawings and narrative explaining variance request.

<u>REFERENCE</u>	<u>DESCRIPTION</u>
5-040 (D) (1)	Site plan and/or architectural rendering of the proposed development depicting the location of lot restrictions.
5-040 (D) (2)	Narrative describing the hardship and the reason for the variance request. Explain the hardship: _____

5-040 (D) (3) A survey of the property signed and stamped by a State of Georgia certified land surveyor.

5-090 (A) (1) That there are unique physical circumstances or conditions beyond that of surrounding properties, including:

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

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

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

5-090 (B) If this variance application is for a Height Variance, in addition to other requirements, the petitioner shall be required to:

- _____ Add two feet to each side yard setback for each one foot above 35 feet in height, and,
- _____ Have safeguards consisting of sprinkler systems, smoke detectors and other fire protection equipment deemed necessary at the time by the Mayor and Council, and,
- _____ Where a rear yard abuts a side yard of the adjacent lot, the petitioner shall be required to add two feet to the rear setback for each foot above 35 feet height.

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



10/23/2018

Signature of Applicant

Date

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



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

YES _____ NO X

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

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

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

Signature Kelley B. Parker

Printed Name Kelley B. Parker

Date 10/24/2018

Sec. 5-090. - Variances.

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

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

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

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

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

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

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

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

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

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

October 23, 2018

George Shaw
City of Tybee Planning and Zoning Department
403 Butler Avenue
Tybee Island, GA 31328

Re: 1809 Chatham Avenue-Height Variance Application

Dear George:

We have attached the application for a variance to section **5-090 (B) Height** for a light monitor extending 4'-8" above the required 35 foot height limit above average grade as stated in the ordinance.

5-090 (B) Height. No part of any structure shall project beyond 35-feet above the average adjacent grade of a property except: (1) Chimneys, flues, stacks, heating units, ventilation ducts, air conditioning units, gas holders, elevators, solar panels and similar appurtenances needed to operate and maintain the building on which they are located. (2) The following items that were existing on the date of the adoption of this ordinance: flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.

Please consider the following regarding this request: (1) The light monitor is a non-habitable space and there is no access to this area from any floor below. It is simply an architectural element to allow light into the center of the house. (2) As a non-habitable space, we consider this architectural element an appurtenance. This element is similar to approved exceptions such as a chimney, heating or air conditioning unit, elevator penthouse or bell tower. (3) As you will see in the perspectives submitted, we have placed the monitor in the very center of the house. This location maximizes the setback distance from exterior walls in an effort to minimize the viewable mass from ground level.

Please let us know if there are questions or comments.

Respectfully Submitted,



Josh W. Bull, AIA



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ARCHITECTURE

www.homelinearch.com

Letter of Authorization

As fee simple owner of the subject property that is identified as Property Identification Numbers 4-0009 -13-009, I (we) authorize Josh W. Bull, AIA (Agent Name) of Homeline Architecture (Firm or Agency, if applicable) to serve as agent on my (our) behalf for the purpose of making and executing this application for the proposed request. I (we) understand that any representations(s) made on my (our) behalf, by my (our) authorized representative, shall be legally binding upon the subject property.

Kelley B. Parker
Owner Name (Signature)

Kelley B. Parker
Owner Name (Print)

Oct. 23, 2018
Date

2018 Chatham County Board of Assessors

4-0009-13-009

Property Record Card

1809 CHATHAM AVE TYBEE ISLAND

APPRaiser FIRDawSS LAST INSP 01/17/2018 APPR 000008 ZONE	WESTERN PORTION OF LOT 24 WARD 6 TYBEE ISLAND BOOK 50 PG 716	DCRUZ & PARKER CAROL M & KELLEY 76 INMAN CIR NE ATLANTA GA 30309	CAMA ASMT 785,400 785,400 LAND 1 BLDG 0 OBXF 0 785,400 785,400 Cost - MS
---	---	---	---

SALES BOOK / INS VI QU RSN PRICE PAGE
18 Nov 957 528 WD I Q 950,000 2016
GRANTOR: SPRAGUE ELIZABETH C ETAL*
GRANTEE: DCRUZ & PARKER CAROL M & KELLEY



CODES		
PROPERTY USE	0006	RESIDENTIAL
UTA	0004	Tybee Island
NBHD	020189.00	T189 TYBEE BACK RIVR
EXEMPTIONS		

PERMITS TYPE DATE	AMOUNT
170002 DM 17 Jan 2018	Comp 30,000

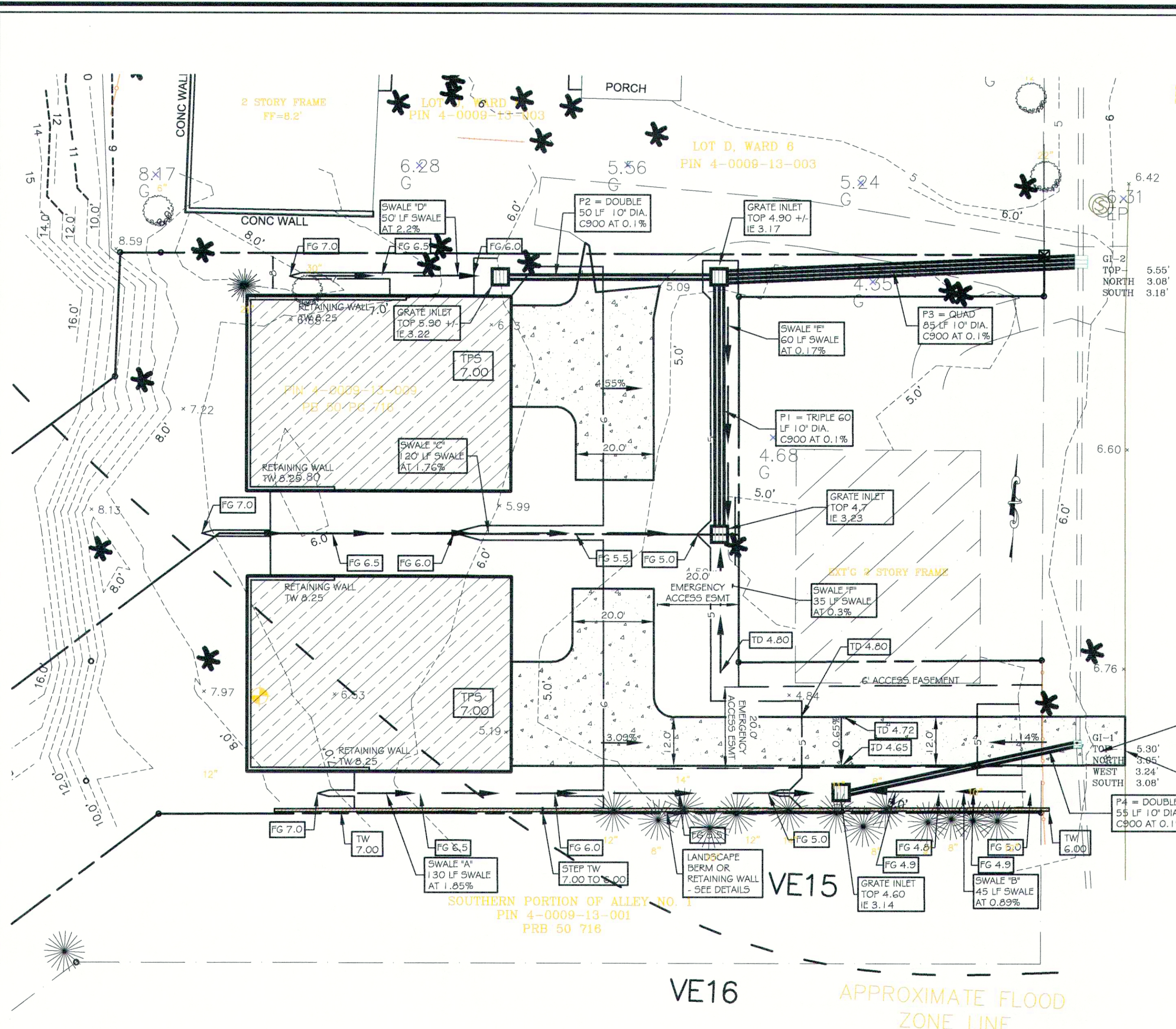
HISTORY LAND	IMPR	TOTAL
2017	785,400	62,600 848,000 Cama

COMMENTS:	
18 Jan 2018	DEMO BUILDING TY 2018
13 Dec 2016	TY2017 NEW PIN; SPLIT OUT OF 4-0009 -13-001 BOOK 50 PG 716

[Click for larger picture]



LAND														
ID#	USE DESC	FRONT	DEPTH	UNITS / TYPE	PRICE	ZONING	LCTN	TOPO	OTHER	ADJ1	ADJ2	ADJ3	ADJ4	MKT VALUE
154213	RIVER/DIRECT ACCESS	100	163	1.00-LT	748000.00	R2				SZ5				785400



PROPOSED SITE PLAN
1" = 10'

RESIDENCE SIZE NOTE :
1. THE RESIDENTIAL BUILDING SIZES HAVE BEEN ASSUMED FOR THE SAKE OF THE MINOR SUBDIVISION DESIGNS.

- SPECIAL BUILDING SET BACK LINE NOTES :**
1. THE BUILDING OUTLINE SHOWN ON THE PLANS IS ASSUMING THE MOST OUTSIDE PART OF THE BUILDING.
 2. THE MOST OUTSIDE PART OF THE BUILDING INCLUDES ALL SIDING, SHUTTERS, GUTTERS, DOWNSPOUTS, TRIM WORK OF ANY KIND OR TYPE OF COVERING OR AESTHETIC PART OF THE BUILDING.
 3. CONTRACTOR IS TO COORDINATE BUILDING WITH THE OWNER AND ARCHITECT TO MAKE SURE THAT NO PART OF THE BUILDING, WITH THE EXCEPTION OF THE OVERHANG, PROTRUDES OUTSIDE OF THE BUILDING SET BACK LINE VERTICALLY FROM THE GROUND LINE TO THE BOTTOM OF THE ROOF OVERHANG. GUTTER SYSTEM IS TO BE INCLUDED AS PART OF THE ALLOWED OVERHANG.
 4. CONSULT THE TYBEE PLANNING AND ZONING DEPARTMENT FOR BUILDING SET BACK LINE REQUIREMENTS IF A GUTTER SYSTEM IS UTILIZED AND FOR DOWNSPOUTS, DOWNSPOUT BOOTS, FIREPLACES, ELEVATOR SHAFTS, ROOF DECKS, STAIRS AND AC COMPRESSORS.
 5. CONSULT THE TYBEE PLANNING AND ZONING DEPARTMENT FOR BUILDING SET BACK LINE REQUIREMENTS IF A SPREAD FOOTING IS USED.
 6. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED IF ANY PART OF THE BUILDING (INCLUDING SIDING, SHUTTERS, GUTTERS, DOWNSPOUTS, DOWNSPOUT BOOTS, TRIM, WATER TABLE OR ANY AESTHETIC WORK, ETC.) EXTENDS OVER THE BUILDING SET BACK LINE WITHOUT A VARIANCE.

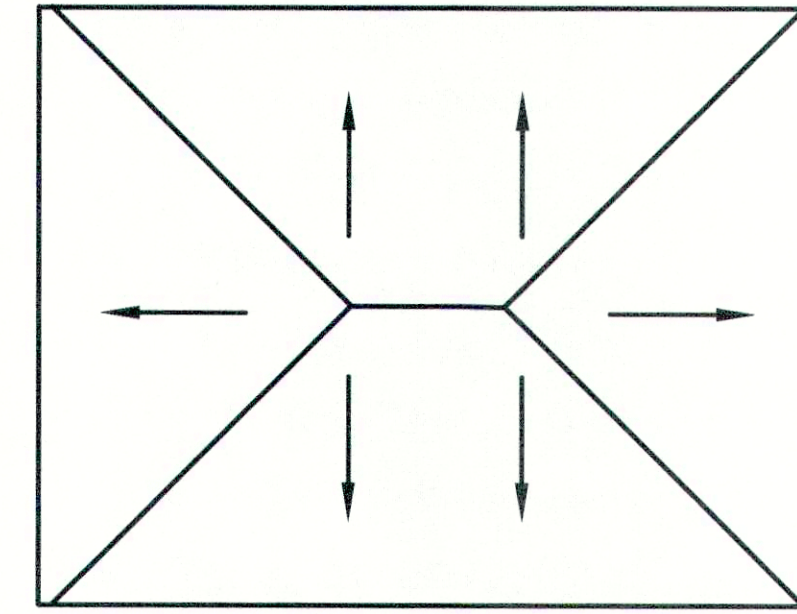
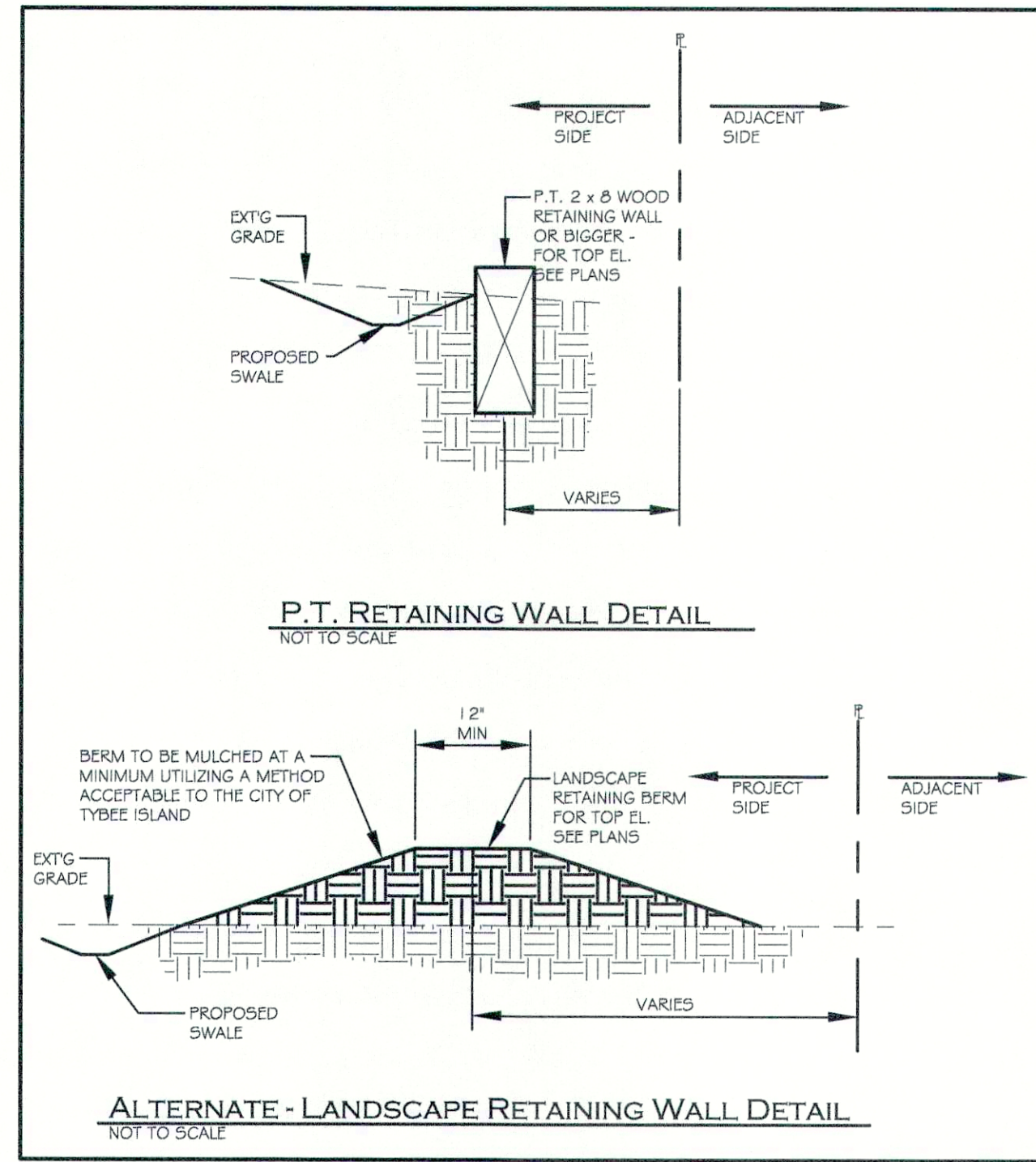
LEGEND

ITEM	EXISTING	PROPOSED
TOPO	12.3	FG 12.3
CONTOURS	---	---
DRAINAGE FLOW ARROWS	←	→
TOP OF PARKING SLAB		TPS 12.30

- SPECIAL AE AND VE ZONE NOTES :**
1. BUILDINGS IN 'AE' ZONES ARE TO HAVE THE FINISHED FLOOR SET A MINIMUM OF 1' ABOVE FLOOD.
 2. BUILDINGS IN 'VE' ZONES ARE TO HAVE THE LOWEST HORIZONTAL STRUCTURAL MEMBER SET A MINIMUM OF 1' ABOVE FLOOD.
 3. BUILDINGS IN AE AND VE ZONES ARE TO HAVE ALL ELECTRICAL, PLUMBING, HVAC, DUCTWORK AND OTHER EQUIPMENT TO BE A MINIMUM OF 1' ABOVE FLOOD.
 4. FLOOD VENTS ARE REQUIRED IN 'AE' ZONES AND ARE TO HAVE 1 SQUARE INCH / SQUARE FOOT OF FLOOR PLAN AREA, WITH A MINIMUM ROUND OPENING OF 3", A MINIMUM OF 2 OPENINGS WITH ALL OPENINGS EVENLY SPACED AROUND PERIMETER. BOTTOM OF OPENING SHALL BE 12" OR LESS ABOVE ADJACENT GRADE.
 5. BREAK AWAY WALLS ARE REQUIRED IN 'VE' ZONES.
 6. COORDINATE SITE WORK AND FINISHED FLOOR ELEVATIONS WITH ARCHITECTURAL PLANS TO MAKE SURE BUILDING ELEVATIONS ARE SET AS PER CODE.

- SPECIAL AVERAGE GRADE NOTES :**
1. THE AVERAGE GRADE TO BE USED AS A BASE ELEVATION TO SET THE BUILDING HEIGHT IS TO BE OBTAINED FROM THE TYBEE ISLAND PLANNING AND ZONING DEPARTMENT.

DRIVE TO BE CONSTRUCTED OF PERMEABLE MATERIALS AS PER CITY OF TYBEE ISLAND REQUIREMENTS AND BE 25' WIDE (MAX.) AT R.O.W. LINE.
MATCH EXTG PAVING ELEV.



ROOF PLAN

- 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 OF 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 ITEMS NOT TO BE RELOCATED OR GIVEN TO THE OWNER WILL BECOME THE PROPERTY OF THE CONTRACTOR.
 4. REMOVE ALL UNDERGROUND UTILITIES NOT TO BE UTILIZED. DO NOT ABANDON UTILITIES IN PLACE.
 5. REMOVE ALL TREES AS NECESSARY FOR PROPOSED CONSTRUCTION.
 6. PREVENT DAMAGE TO EXISTING TREES WHERE POSSIBLE.
- X TREES TO BE REMOVED.

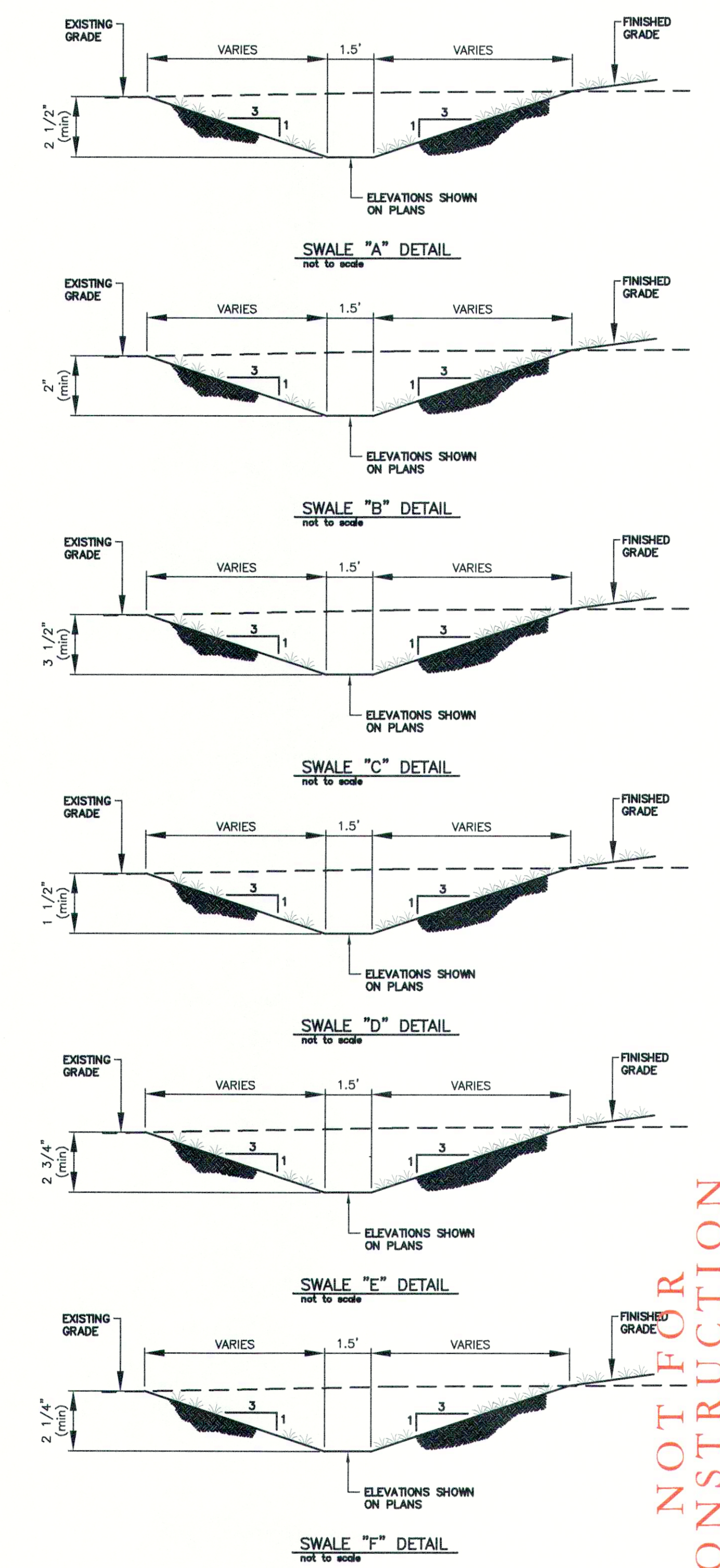
- GENERAL BUILDING INFORMATION NOTES:**
1. PROPOSED BUILDING FINISHED FLOOR ELEVATIONS ARE TO BE SET AS PER FEMA FLOOD STUDY MAPS AND AS PER THE CITY OF TYBEE ISLAND, GEORGIA ORDINANCES.
 2. PROPOSED BUILDINGS ARE TO BE SUPPORTED ON PIERS OR FOUNDATIONS WHICH WILL SATISFY FEMA ELEVATION AND FEMA ZONE REQUIREMENTS AS WELL AS TYBEE ISLAND REQUIREMENTS.

- EASEMENT NOTES:**
1. THE OWNER, ENGINEER AND SURVEYOR ARE TO COORDINATE ALL EASEMENTS PRIOR TO FINAL PLAT APPROVAL AND RECORDING.
 2. ALL DRAINAGE EASEMENTS TO BE PRIVATELY MAINTAINED.

Special Pre-Construction Note :
Contractor to verify all existing and proposed structure locations (drainage, sanitary, etc.), tops and depths prior to ordering materials or beginning construction.

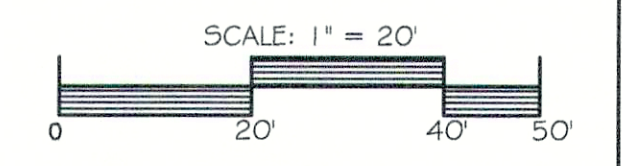
- TRAFFIC AND RIGHT-OF-WAY NOTES:**
1. ALL ROAD CLOSINGS, DETOURS AND ETC. ARE TO BE COORDINATED WITH THE CITY OF TYBEE ISLAND, GEORGIA PERSONNEL.
 2. ANY AND ALL NECESSARY PERMITS MUST BE OBTAINED FROM THE CITY OF TYBEE ISLAND PRIOR TO COMMENCEMENT OF ANY WORK WITHIN RIGHT-OF-WAY.

SPECIAL CONSTRUCTION NOTE:
IF THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO HAVE KNOWN OF AN ERROR, DISCREPANCY OR CONFLICT IN THE PLANS, SPECIFICATIONS OR CONSTRUCTION STAKING AND FAILS 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 SAID ERROR, DISCREPANCY OR CONFLICT.



NOT FOR CONSTRUCTION

Survey Information :
Survey : Durand Surveying
Date of Survey : December, 2017
Datum : NAVD 1988



BOSWELL DESIGN SERVICES, INC.
OFFICE : 4700 EAST HIGHWAY 80, SUITE 1
SAVANNAH, GEORGIA 31410
912 - 897 - 6932
LAHBOS@bellsouth.net

PROPOSED MINOR SUBDIVISION
CHATHAM AVENUE
TYBEE ISLAND, GEORGIA 31328
FOR
KELLY PARKER
SAVANNAH, GEORGIA

PROPOSED SITE PLAN

DATE : June 14, 2018
JOB NO. :
SCALE : as shown

UTILITIES PROTECTION CENTER
1-800-282-7411

GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. 28372
6-14-18
MARK A. BOSWELL

DRAWING NUMBER
C-2
2 OF 6 SHEETS



HOMELINE
ARCHITECTURE

28 E 35TH ST
SAVANNAH, GA 31401
T 912.629.2435
F 912.447.8381
WWW.HOMELINEARCH.COM

A NEW BEACH HOUSE FOR
KELLEY PARKER
1809 CHATHAM AVENUE
TYBEE ISLAND, GEORGIA

REVISIONS
FLOOR PLANS

- The drawing is the property of GREENLINE and is not to be reproduced or copied in whole or in part. It is not to be used on any other project and is to be returned on request.
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NOT FOR CONSTRUCTION

ISSUED FOR HEIGHT
VARIANCE

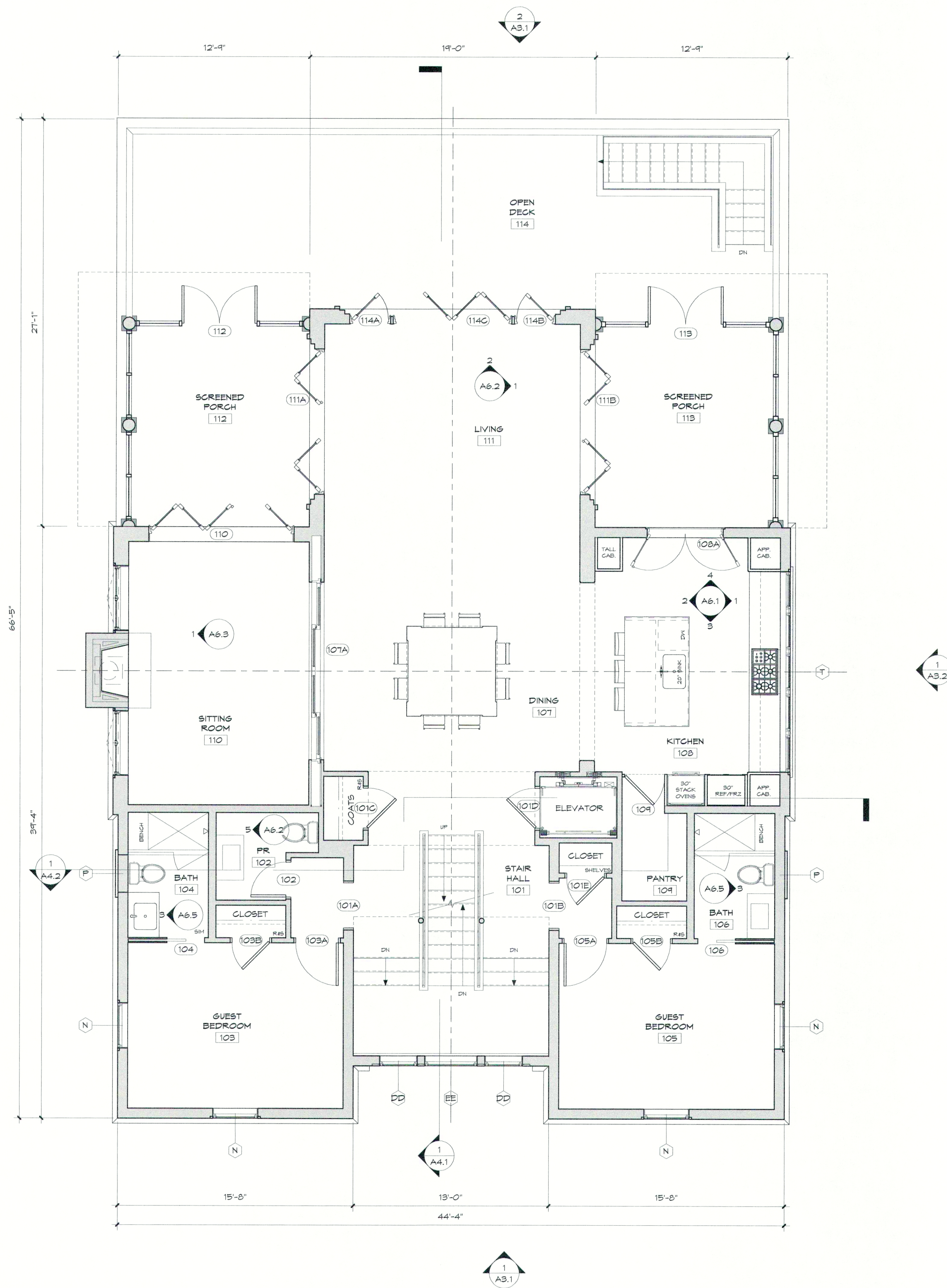
JOB NO: 18.005
ISSUE DATE: 10.23.2018
DRAWN: EMO

A1.2

ABBREVIATIONS	
F.O.B.	FACE OF BLOCK FOUNDATION
F.O.S.	FACE OF STUD
CL	CENTERLINE

WALL LEGEND	
	NEW STUD WALL

- GENERAL NOTES:**
- INTERIOR WALLS ARE 2x4 STUD WALLS, U.N.O.
 - PROVIDE ACOUSTIC INSULATION AT ALL WALLS AND FLOORS SURROUNDING BATHROOMS, BEDROOMS, AND AS NOTED.
 - COORDINATE FRAMING WITH ELECTRICAL FIXTURE LOCATIONS AND MECHANICAL DIFFUSER AND EQUIPMENT LOCATIONS.
 - MILLWORK FABRICATORS TO PROVIDE SHOP DRAWINGS AND SAMPLES FOR APPROVAL BY ARCHITECT PRIOR TO ORDERING.
 - ALL DIMENSIONS ARE TO FACE OF STUD UNLESS OTHERWISE NOTED.



1 LEVEL 1 - FLOOR PLAN
A1.2 1/4" = 1'-0"



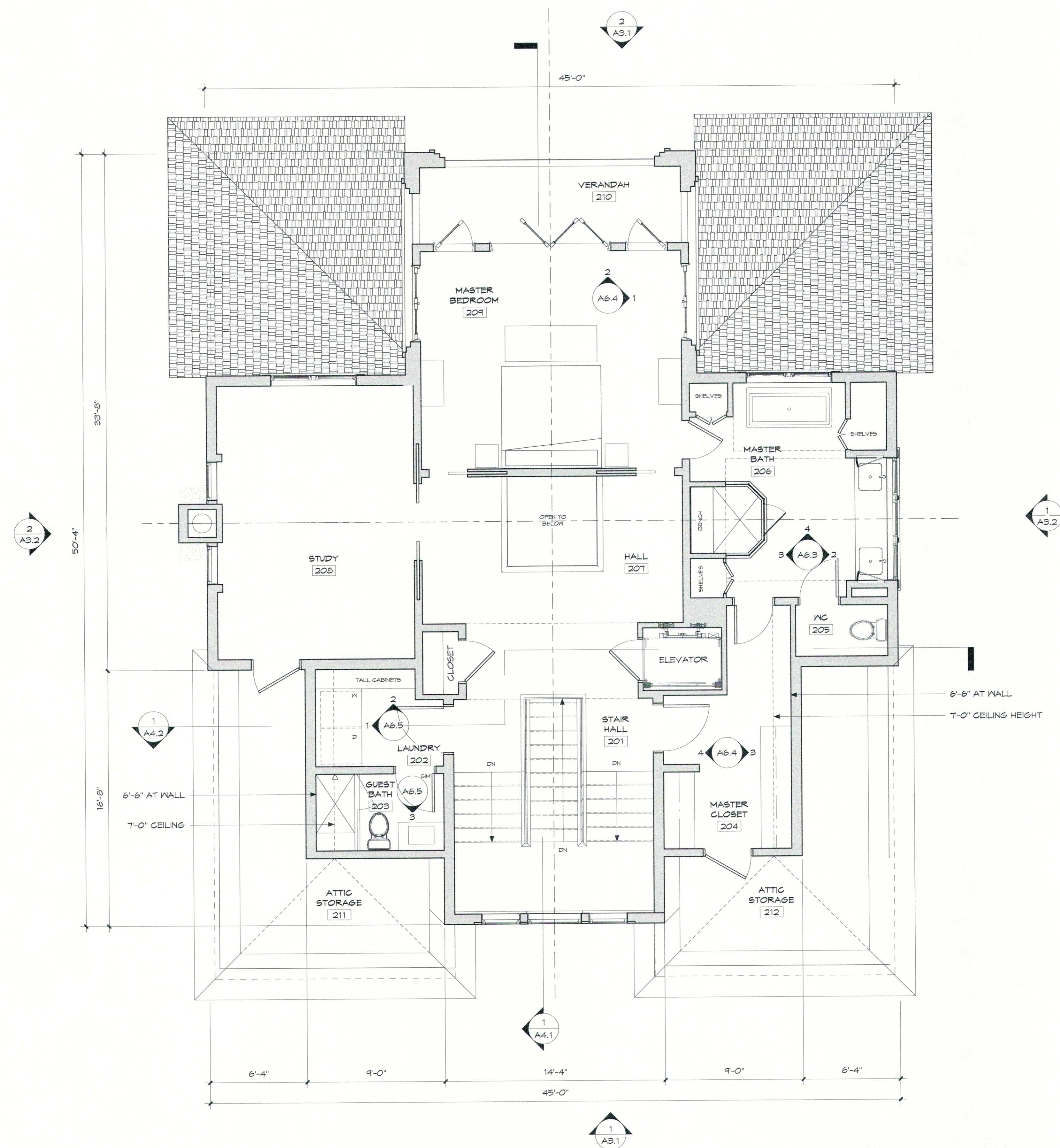
HOMELINE
ARCHITECTURE

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T 912.629.2435
F 912.447.8381
WWW.HOMELINEARCH.COM

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A NEW BEACH HOUSE FOR
KELLEY PARKER
1809 CHATHAM AVENUE
TYBEE ISLAND, GEORGIA

REVISIONS

FLOOR PLANS

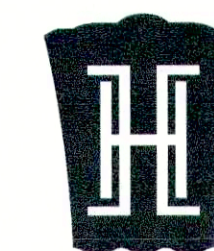
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NOT FOR CONSTRUCTION

ISSUED FOR HEIGHT
VARIANCE

JOB NO: 18.005
ISSUE DATE: 10.23.2018
DRAWN: EMO

A1.3



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ARCHITECTURE

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REVISIONS

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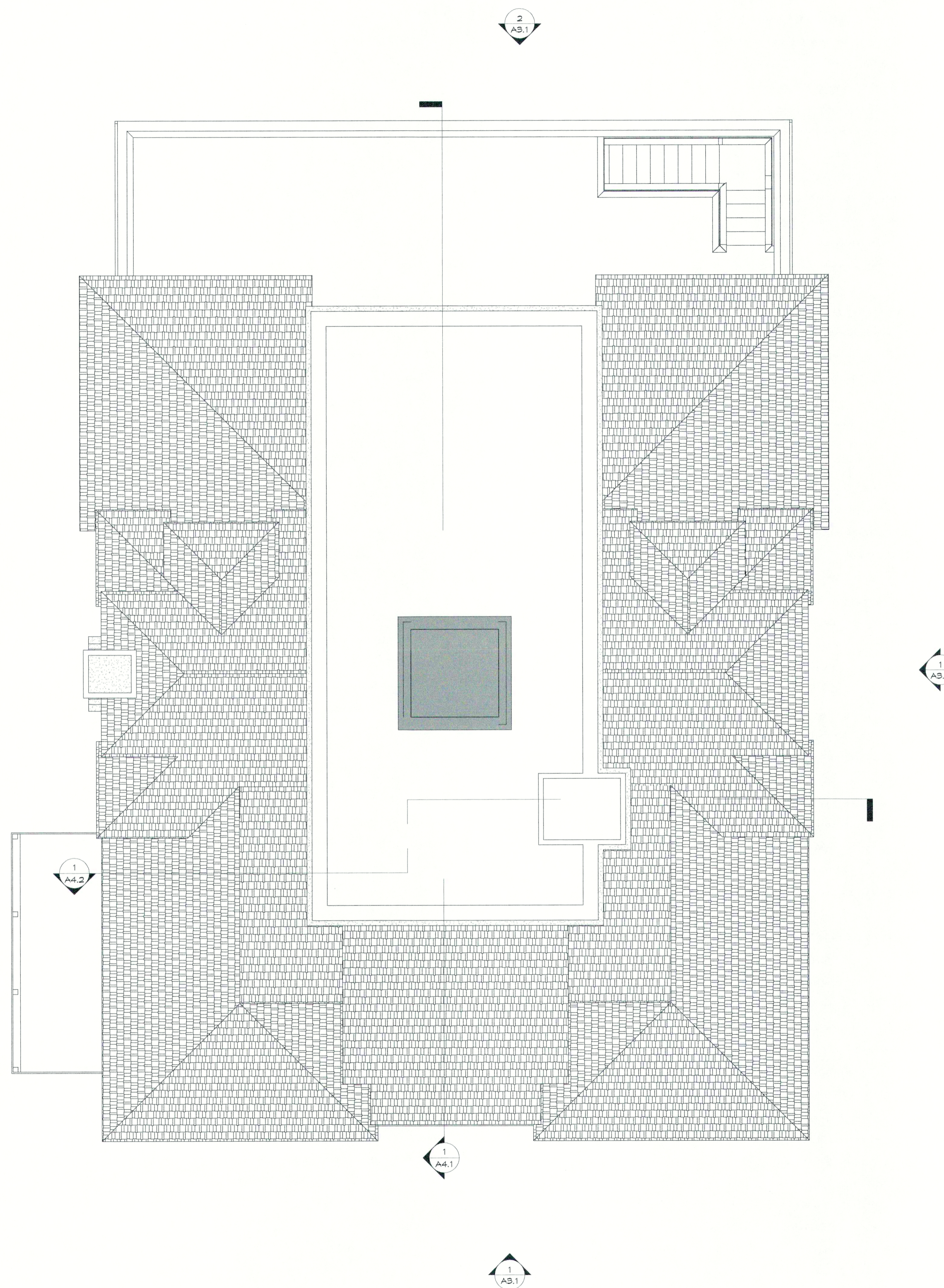
NOT FOR CONSTRUCTION

ISSUED FOR HEIGHT
VARIANCE

JOB NO: 18.005
ISSUE DATE: 10.23.2018
DRAWN: EMO

A1.4

ROOF PLAN



1 ROOF PLAN
A1.4 1/4" = 1'-0"



HOMELINE
ARCHITECTURE

28 E 35TH ST
SAVANNAH, GA 31401
T 912.629.2435
F 912.447.8381
WWW.HOMELINEARCH.COM

A NEW BEACH HOUSE FOR
KELLEY PARKER
1809 CHATHAM AVENUE
TYBEE ISLAND, GEORGIA

REVISIONS

EXTERIOR
ELEVATIONS

1. The drawing is the property of HOMELINE and is not to be reproduced or copied in whole or in part. It is not to be used on any other project and is to be returned on request.
2. Scales as stated herein are valid on the original drawing only and are hereby changed in proportion to the difference in size between the print and the original drawing.
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NOT FOR CONSTRUCTION

ISSUED FOR HEIGHT
VARIANCE

JOB NO: 18.005
ISSUE DATE: 10.23.2018
DRAWN: EMO

A3.1



2 WEST ELEVATION
A3.1 1/4" = 1'-0"



1 EAST ELEVATION
A3.1 1/4" = 1'-0"



HOMELINE ARCHITECTURE

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A NEW BEACH HOUSE FOR
KELLEY PARKER
1809 CHATHAM AVENUE
TYBEE ISLAND, GEORGIA



2 SOUTH ELEVATION
A3.2 1/4" = 1'-0"



1 NORTH ELEVATION
A3.2 1/4" = 1'-0"

REVISIONS

1. The drawing is the property of GREENHILL and is to be reproduced or copied in whole or in part without the written consent of GREENHILL.
2. Scale as stated hereon are valid on the original drawing only and are hereby changed in proportion to the difference in size between the print and the original drawing.
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NOT FOR CONSTRUCTION

ISSUED FOR HEIGHT VARIANCE

JOB NO: 18.005
ISSUE DATE: 10.23.2018
DRAWN: EMO

A3.2



HOMELINE
ARCHITECTURE

28 E 35TH ST
SAVANNAH, GA 31401
T 912.629.2435
F 912.447.8381
WWW.HOMELINEARCH.COM

A NEW BEACH HOUSE FOR
KELLEY PARKER
1809 CHATHAM AVENUE
TYBEE ISLAND, GEORGIA

REVISIONS

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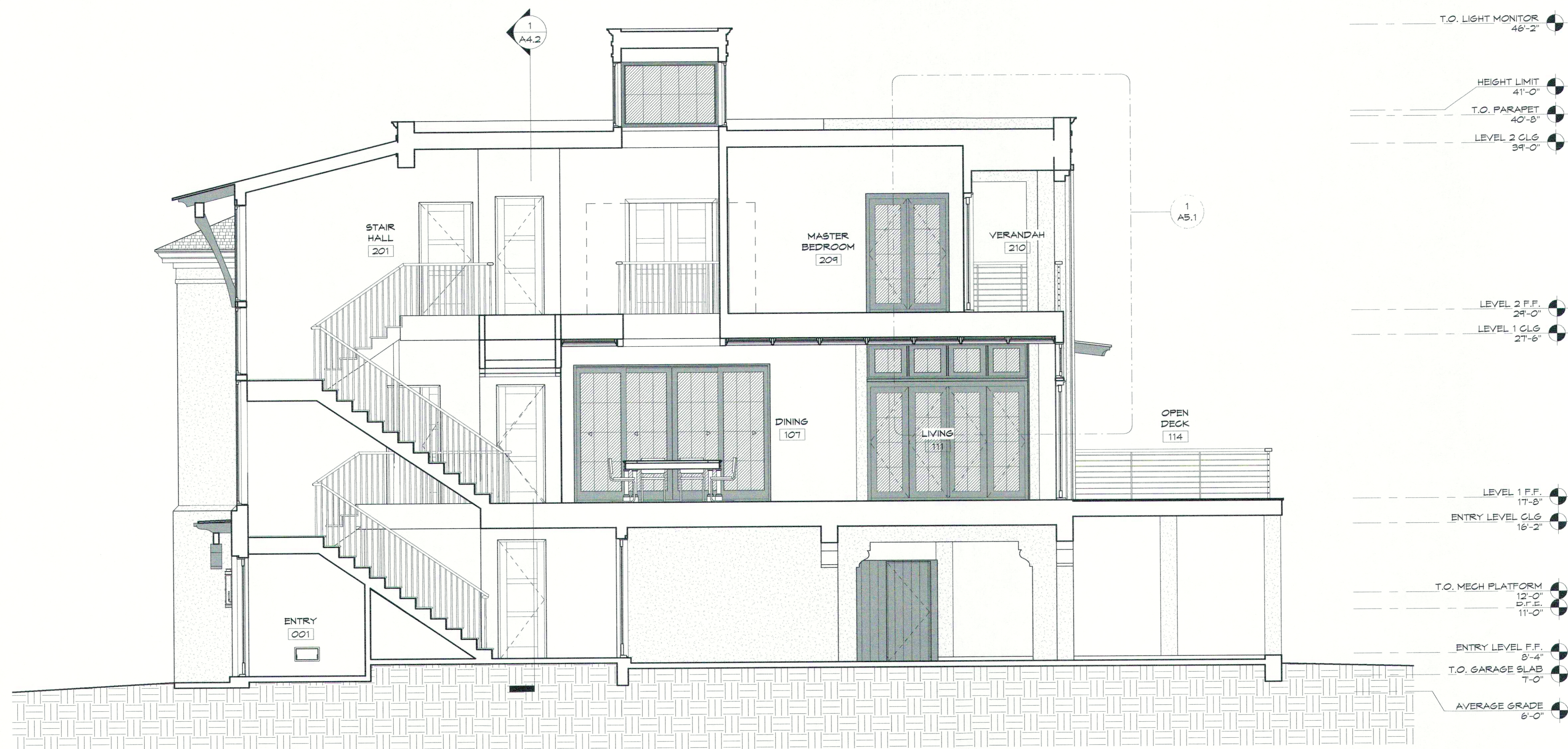
BUILDING SECTIONS

NOT FOR CONSTRUCTION

ISSUED FOR HEIGHT
VARIANCE

JOB NO: 18.005
ISSUE DATE: 10.23.2018
DRAWN: EMO

A4.1



1 LONGITUDINAL SECTION
A4.1 1/4" = 1'-0"



HOMELINE
ARCHITECTURE

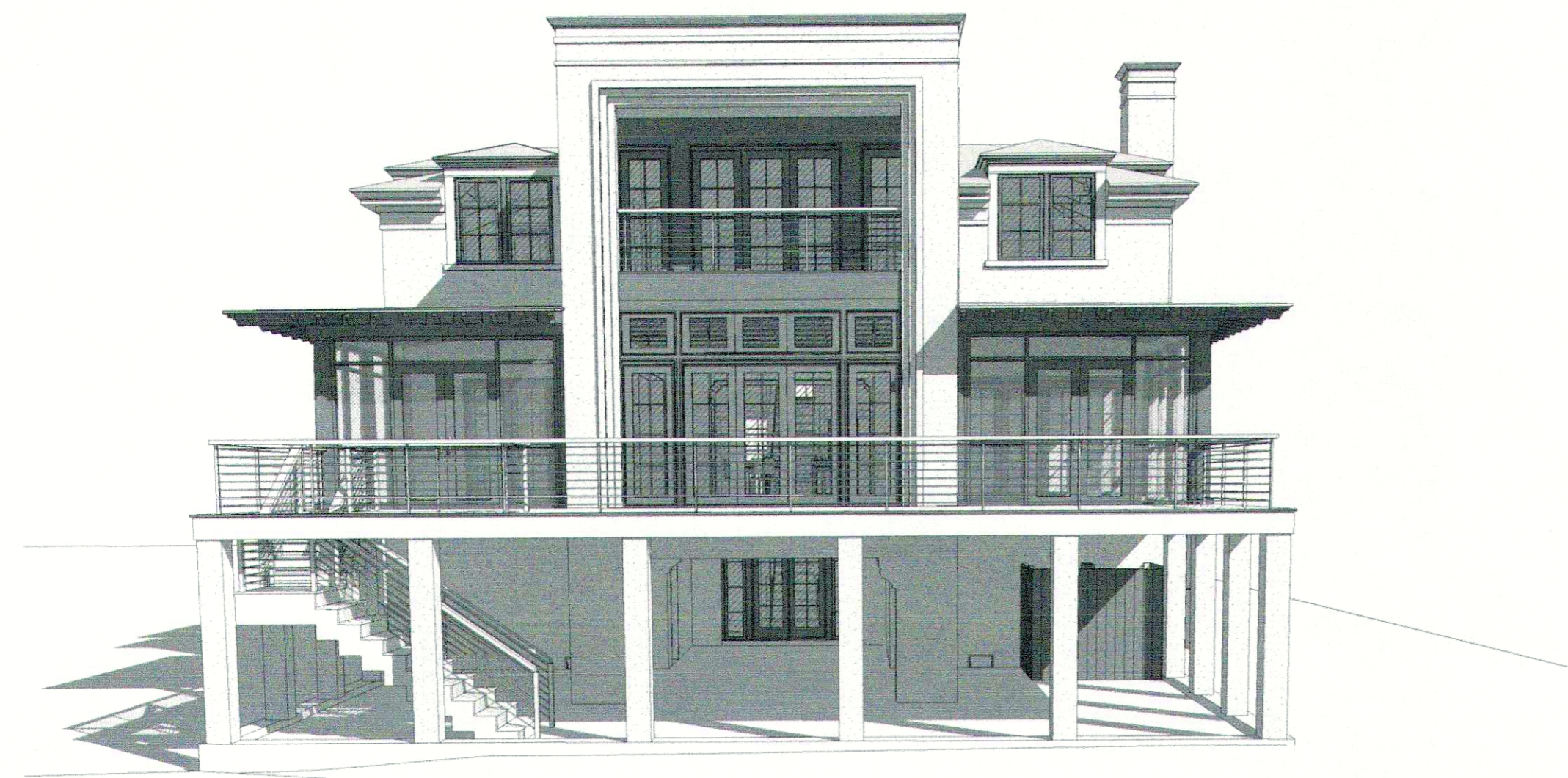
28 E 35TH ST
SAVANNAH, GA 31401
T 912.629.2435
F 912.447.8381
WWW.HOMELINEARCH.COM



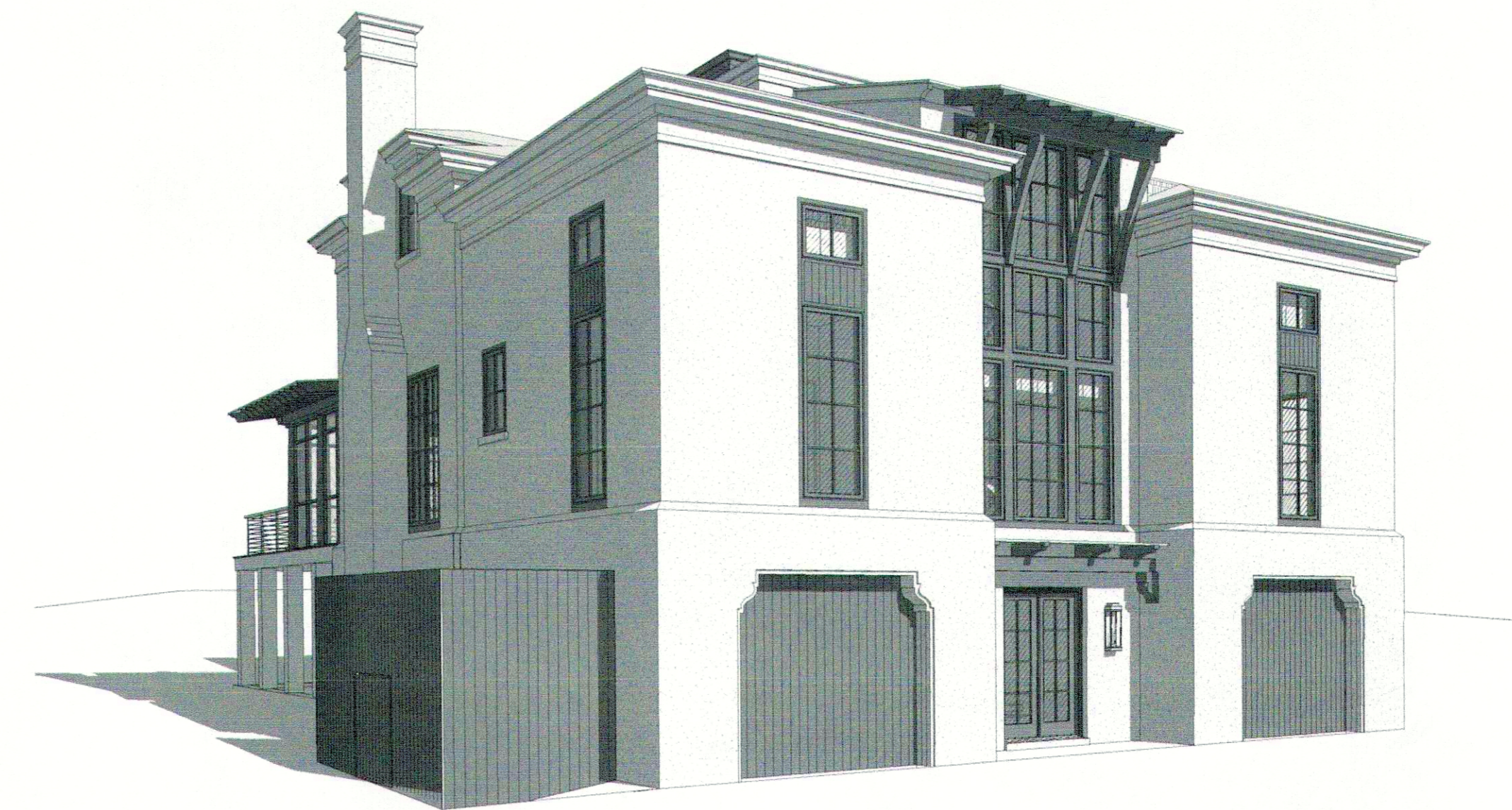
4 NORTHWEST EXTERIOR PERSPECTIVE
A5.2



2 SOUTHWEST EXTERIOR PERSPECTIVE
A5.2



3 WEST EXTERIOR PERSPECTIVE
A5.2



1 SOUTHEAST EXTERIOR PERSPECTIVE
A5.2

A NEW BEACH HOUSE FOR
KELLEY PARKER
1809 CHATHAM AVENUE
TYBEE ISLAND, GEORGIA

REVISIONS

EXTERIOR
PERSPECTIVES

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NOT FOR CONSTRUCTION

ISSUED FOR HEIGHT
VARIANCE

JOB NO: 18.005
ISSUE DATE: 10.23.2018
DRAWN: EMO

A5.2



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: 11/19/2018

Project Name/Description: Zoning Variance: Sec.5-090 (B) Height for a light monitor above the required 35 foot height – 1809 Chatham Avenue – 4-0009-13-009 – Zone R-2 – Josh W. Bull, AIA representative for Kelly Parker.

Action Requested: Zoning Variance

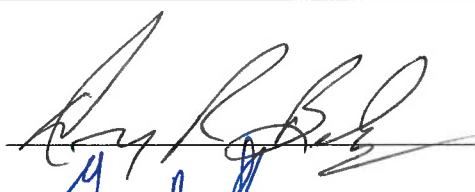
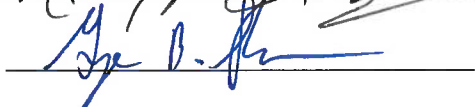
Special Review	Subdivision: Sketch Plan Approval ___ Conceptual ___ Preliminary Plan Approval ___ Final Plat Approval ___ Minor Subdivision ___ Major Subdivision ___
Site Plan Approval	
Variance X	
Map Amendment	
Text Amendment	

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

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair
Bossick	X		Vice Chair
Robertson	X		MOTION
Gann	X		SECOND
Bramble	X		
Matlock			ABSENT
McNaughton	X		

Planning Commission Chair: 
 Planning & Zoning Manager: 

Date: 11/27/18
 Date: 11-26-18

Backup material for agenda item:

12. PC Minutes November 19, 2018



PLANNING COMMISSION

Demery Bishop
Ron Bossick
Marianne Bramble
Tina Gann
Charles Matlock
David McNaughton
Alan Robertson



CITY MANAGER
Shawn Gillen

COMMUNITY DEVELOPMENT DIRECTOR
George Shaw

CITY ATTORNEY
Edward M. Hughes

Planning Commission Meeting MINUTES November 19, 2018

Chair Bishop called the November 19, 2018 Tybee Island Planning Commission meeting to order. Commissioners present were **Tina Gann, Marianne Bramble, Alan Robertson, David McNaughton** and **Ron Bossick**. **Charles Matlock** was absent.

Consideration of Minutes:

Chair Bishop asked for consideration of the October 15, 2018 meeting minutes. **Alan Robertson** made a motion to approve. **Vice Chair Bossick** seconded. The vote to approve was unanimous.

Disclosures/Recusals:

Chair Bishop asked if there were any disclosures or recusals. **Marianne Bramble** stated she would like to disclose that she is a neighbor of item one under E on the agenda, which is the Minor Subdivision at 303 Third Street, and she stated that would not have an impact on her decision and not require her recusal.

Old Business:

Site Plan Approval: Modify site for an office and parking spaces – 3 Old Hwy 80 – 4-0024-02-001 – Shannon Hollar (Cruises to Nowhere LLC).

George Shaw approached the Planning Commission and stated this petitioner has been in front of this commission before and was asked to gather more information. We have received the requirements the petitioner was asked to provide for this site plan which are in your packet. However, our site plan requirements do not address some serious concerns, that is the safety of the bridge which is the only way on and off the island. In addition the traffic at Highway 80, which is off the property, but is a concern. **Chair Bishop** asked if the City Engineer reviewed the site plans drainage and why there is not a full rendering with regards to all the items that were raised previously as being in compliance or not in compliance. **George Shaw** stated yes he was satisfied with the site drainage, he generally just reviews storm water, erosion & sedimentation and parking. **Chair Bishop** stated that is not specified in our code section. **Vice Chair Bossick** stated he is concerned with the walkway in the marsh buffer and the railroad ties they will be placing in front of the parking places. He feels they will hinder access to the dumpster, fuel tank and the refrigerated equipment on the property. **George Shaw** stated the owner, Mr. Mathews, has stated he will be moving the stuff in the marsh buffer before this plan will be completed. **David McNaughton** stated that the owner states there will be 150 passengers, but the boat capacity is 360 passengers, so which number was used to determine the amount of parking for the parking requirements. **George Shaw** stated he asked the Coast Guard and they stated this vessel should only be classified for 150 passengers. **Patrick Connell** of 33 Bull Street, Suite 590, Savannah, who is the representative for the petitioner approached the Planning Commission and stated this site plan has been in process for the last five months. He also stated that there are a lot of areas that the Coast Guard will address and has

already began to address. These certifications are done at different times, and in addition, the Coast Guard will not give a total certification without an approved site plan. This is an existing commercial dock slip on a navigable river that is navigable by this boat, the Coast Guard will go out and test the 20-year Coast Guard trained pilot on whether or not he can get it in and out of Lazaretto Creek and under the bridge. This is about a site plan that is zoned for this use in Tybee Island. All the petitioner wants to do is utilize this existing piece of property with existing parking to board on and off a cruise boat. All other concerns will be addressed accordingly and if something needs to move, it will be done. This petitioner is hoping to bring a boon to this community. He also stated this process has gotten off the rails and that Mr. George Shaw has already stated that this meets the requirements of the code. **Chair Bishop** stated he finds Mr. Connell's remark to this Commission as "off the rails" extremely offensive and they take what they do very seriously, their questions are valid and represent the concerns of the Planning Commission with input from the citizens of this community. **Patrick Connell** stated he certainly meant no offense to the Planning Commission; he was referring to the process. **Shannon Hollar** approached the Planning Commission and stated he lives at 1007 Butler Avenue, Tybee Island. He stated he came to Tybee without the boat to talk to Planning and Zoning and he was told by George it would be an easy process. He then had Pat Mathews get the site plan drawing done while he went to Texas to get the vessel. When he got back, he was told he needed to go to Planning Commission and City Council. **George Shaw** stated the petitioner must have miss understood him. He informed the petitioner that the site plan process is not difficult if he submits all the materials needed. **David McNaughton** asked if the petitioner has considered any solutions on the impact of traffic on and off Highway 80 and if they have discussed any of this with the DOT. **Patrick Connell** stated yes they have considered those concerns and it would be around forty cars, four times a day, and on weekend's maybe up to seventy-five. He stated he is not sure how many cars can affect that road without a traffic study. **Andy DeYoung** approached the Planning Commission and stated she lives two hundred yards south of this gambling boat and her main concerns are water and sewer support and weather this vessel can go under the Lazaretto Creek Bridge at extremely high or low tides. **Brian Gilbert** who lives at 113 Jones approached the Planning Commission and stated he started a petition called deport the boat and there are about 800 signatures so far that are against the boat doing business at Tybee. **Russell Gross** who lives at 503 Fifth Street approached the Planning Commission and stated he is concerned with the amount of alcohol happy people getting off their cruise and pulling onto Highway 80. **Karen Gilbert** who lives at 113 Jones Avenue approached the Planning Commission and stated she is concerned with the parking plan and if the spaces are compliant with the code. In addition, the petitioner has submitted false information concerning the certificate from the Coast Guard. She stated she would like to ask the Planning Commission to deny or continue this application until all of the concerns can be satisfactorily addressed. **Doug McKay** who lives at 1510 Fifth Avenue approached the Planning Commission and stated the owner's actual plan for sewage disposal if not documented. He requested the Planning Commission to have this denied or continue until that is completely satisfied. **Fidelia Fowler** who lives at 7B Village Place approached the Planning Commission and stated she is concerned with the vessel hitting the bridge and there should be a traffic study done before the Planning Commission can make a decision. **Frank Wooldridge** who lives at 1508 Fifth Avenue approached the Planning Commission and stated he is concerned with the disposal of the raw sewage that will be dumped by this vessel in our shallow waters. **Anna Burgard** who lives at 817 First Street approached the Planning Commission and stated she is concerned about how many ports this boat has been to in the last eight years and what the reasons were for them to leave the other ports. **Pamela Wiley** who lives at 7 Shipwatch Circle approached the Planning Commission and stated she is concerned about taking away the history of the area where they want the parking for this vessel. **Fran Galloway** who lives at 153 Lewis Avenue approached the Planning Commission and stated she would like to read the opening sentence from Tybee Island's Master Plan "The vision of Tybee Island's Master Plan is as concerned citizens of the City of Tybee Island, we will be conscientious stewards of our unique historic and cultural heritage environment." She thinks this vessel will take away from the historic fishing village that is protected by our Master Plan. **Judy Compton** who lives at 6 Moore Avenue approached the Planning Commission and stated she is not sure this vessel will be of any advantage to Tybee because the people will go straight to the boat and then home. **Anna Butler** who lives at 1212 Fifth Avenue approached the Planning Commission and stated she would like the site plan to show the septic systems before it can be approved. In addition, she would like to know the benefits this vessel would bring to the City. **Nick Smilek** who lives at 1209 Jones Avenue approached the Planning Commission and stated he is concerned about that vessel hitting the bridge. **Laura Messenger** who lives at 13 DAV Island Road approached the Planning Commission and stated she would like to know what measures, if any, are set in place if the bridge is hit. **Finecia Butler** who lives at

151 South Campbell Avenue approached the Planning Commission and stated she feels the size of this vessel will be a safety issue for the smaller businesses that operate in the Lazaretto Creek. **Allen Lewis** who lives at 8 Lighthouse Lane approached the Planning Commission and stated he is sure that customers from other businesses around that property use the same area for parking. In addition, he is concerned about the amount of people that will be coming to all of those businesses during the height of the season. **Patrick Connell** stated he and his client, Shannon Hollar, want to do right by Tybee to make sure of the safety of everyone. **David McNaughton** made a motion to continue until the January or February Planning Commission meeting with a list of specific requirements to be delivered to the applicant by December 15. The list will be put together by Planning and Zoning Department. **Marianne Bramble** seconded. Vote to continue was unanimous.

Text Amendment to Land Development Code: Sec. 4-050 Zoning Districts (O) South End Business Overlay District.

George Shaw approached the Planning Commission and stated that this item has been pared down from various meetings and workshops and now it is a text amendment that is just a limit on demolition and relocation of historic buildings in the South End Overlay District. Staff recommends approval. **Alan Robertson** made a motion to approve. **Vice Chair Bossick** seconded. The vote to approve was unanimous.

New Business:

Minor Subdivision: Move lot line to make two lots – 303 Third Street – Zone R-2 – 4-0004-17-005 – Kitty B. Williams.

George Shaw approached the Planning Commission and stated the applicant would like to split her single lot into two lots. The two lots will have the required amount of square footage for single family dwelling in the R-2 District. Staff recommends approval. **Alan Robertson** made a motion to approve. **Tina Gann** seconded. The vote to approve was unanimous.

Zoning Variance: Sec. 5-090 (B) Height for a light monitor above the required 35 foot height – 1809 Chatham Avenue – 4-0009-13-009 – Zone R-2 – Josh W. Bull, AIA representative for Kelly Parker.

George Shaw approached the Planning Commission and stated the applicant is asking for a five foot two inch height above the thirty five foot height limit for Tybee Island. This monitor will be in the middle of the building and would bring more natural light in the house with windows on all four sides. Staff recommends denial. **Josh Bull** who lives at Twenty Eight E. 35th Street Savannah approached the Planning Commission and stated that this is a light monitor that will sit in the middle of the house, at the top and would be five foot two inches above the thirty five foot height limit. The light monitor is to allow natural daylight to enter the center of the building and allows passive ventilation through the house. There will be no lights in the monitor. He showed a few elevation views of the house showing the monitor. **Doug Mckay** who lives at 1510 Fifth Avenue approached the Planning Commission and stated Tybee has the thirty five foot height limit for a reason and if we allow one, there will probably be more to follow. **Larry Sprague** who lives at 40 E. 45th Street Savannah approached the Planning Commission and stated he and his wife, Mary Ellen, own the property behind this property, 1811 Chatham Avenue, and they are in support of the monitor on this house. **Sarah Jones** who is with the Tybee Island Historical Society at 30 Meddin Dr. stated that a beautiful one-hundred-year-old cottage was demolished at this site and she thinks this is a total disregard for the city ordinances and Tybee's history to now ask for a variance against the height limit for the new home to go in its place. **Alan Robertson** made a motion to deny. **Tina Gann** seconded. The vote to deny was unanimous.

Discussion only: Sec. 3-020 – Continuance of nonconforming uses/structures.

George Shaw approached the Planning Commission and stated that Councilman Barry Brown felt this ordinance should be approved at staff level instead of going to council. He stated Councilman Barry Brown would like Planning Commission to discuss this. **Alan Robertson** stated he feels it is very important that ordinance approval go through Planning Commission and City Council because he feels over time the City would lose some

of the character of the island and he would be very opposed to this. **Vice Chair Bossick** stated we should not keep allowing structures to rebuild nonconforming structures in the footprint. **Demery Bishop** stated Planning Commission discussed this item and now are not in favor. In addition, Planning Commission would like to discuss additional iteration's with the intent of providing feedback to the council on this issue.

2019 Planning Commission meetings.

Lisa Schaaf approached the Planning Commission and stated the first three Mondays of 2019 that will fall on the normal Planning Commission nights are holidays, so there needs to be a decision on whether to schedule the meetings for the Mondays before or the Mondays after these meeting dates. Planning Commission made the recommendation to schedule for the Mondays before which will be the second Monday of January, February and March of 2019.

Standing Agenda Item:

MPIC Update.

Alan Robertson stated this agenda item could be marked off for a while.

David McNaughton made a motion to Adjourn. **Marianne Bramble** seconded. The vote was unanimous. Meeting adjourned 10:00pm.

Lisa L. Schaaf

DRAFT

Backup material for agenda item:

13. Alcohol Licenses and Entertainment Licenses - 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

City Council Agenda Item Request

Council Meeting Date for Request: December 13, 2018

Item: Alcohol Licenses and Entertainment Licenses

Explanation: Information for consideration of alcohol and entertainment license for calendar year 2019

ALCOHOL AND ENTERTAINMENT LICENSE - 2019

BEER/WINE/LIQUOR– SUNDAY SALES BY DRINK FOR CONSUMPTION ON PREMISES ONLY, AND ENTERTAINMENT

- | | | |
|--|-----------------------|--------------------|
| • Agave Bar and Grill | Ivet Perez Hernandez | 402 First Street |
| • A-J's Dockside Restaurant | Jacqueland M. Burn | 1315 Chatham Ave |
| • American legion Post 154 | Iransy Vollmer | 10 Veterans Drive |
| • Beachview Bed and Breakfast Inn, LLC | Karen Kelly | 1701 Butler Ave |
| • Tybee Tavern & Restaurant dba Benny's | Alvin B. Ward | 1517 Butler Ave |
| • Bernie's Tybee Island, Inc. dba
Bernie's Oyster House | Richard Hammons | 13 Tybrisa Street |
| • Bubba Gumbo's | Patrick Burns | 4 Old Hwy 80 |
| • Coco's Sunset Grille | Tracy M. McMahon | 1-A Old Hwy 80 |
| • 80 East Pub and Grill | Anthony J. Baker | 725-B First Street |
| • Orriginal Rest Corp dba
Fannie's on the Beach | Jennifer R. Orr | 1613 Strand |
| • Huc-A-Poo's Bites & Booze | Eric Thomas | 1213 HWY 80 |
| • Nickie's 1971 | Roy Landrum | 1513 Butler Ave |
| • North Beach Bar and Grill | Kathryn Williams | 33-A Meddin Drive |
| • RAW Industries Inc. dba RAW Ingredients | Ian Davis | 18-C Tybrisa |
| • Bikini's Inc. dba Rock House | Joshua Navon | 1518 Butler Ave |
| • Sting Ray's | Raymond J. Rogers Jr. | 1403 Butler Ave |
| • Sweet Dreams Inc. dba Sweet Dreams Pavilion | A. Todd Morrison | Pier/Pavilion |
| • The Quarter Sports Bar | Wayne T. Barlow | 604 First Street |
| • The Stunned Mullet LLC. dba The Deck | Anthony Debreceny | 404 Butler Ave |
| • Tybee Sand Bar Inc. dba The Sand Bar | Jennifer Knox | 1512 Butler Ave |
| • Tybee Time Inc. dba Doc's Bar on Tybee | Steven Kellam | 10 Tybrisa St |
| • Tybee Time Inc. dba Tybee Time Bar | Steven Kellam | 1603 Strand Ave |
| • Wind Rose Café | Mary Klein | 19 Tybrisa St |

Submitted by: Sharon Shaver

Phone / Email: 912 472-5072 / sshaver@cityoftybee.org

Date given to Clerk of Council December 5, 2018

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



City Council Agenda Item Request (continued)

ALCOHOL AND ENTERTAINMENT LICENSE-2019

BEER/WINE/LIQUOR – SUNDAY SALES BY DRINK FOR CONSUMPTION ON PREMISES ONLY

- Spanky's Beachside John Yarbrough 1605 Strand
- Rebellion Restaurants dba Emily Liebttag 101 Lovell Ave
Salt Island Fish & Beer
- Tybee Island Wet Willie's William Dickinson 16-B Tybrisa
- Tybee Supper Club Michael Scarbrough 35 Meddin Drive

BEER/WINE-SUNDAY SALES BY DRINK FOR CONSUMPTION ON PREMISES ONLY AND ENTERTAINMENT

- Lighthouse Pizza, Inc. dba Richard Hammons 1105 US Hwy 80
Lighthouse Pizza North
- Tybee Arts Association Kim Trammel 7 Cedarwood Drive
- Tybee Island Historical Society, Inc. Sarah Jones 30 Meddin Drive
- Tybee Restaurant Group, Inc. dba Steven Kellam 33 Meddin Drive
The Salty Pelican
- Friends of Tybee Theater dba James Kluttz 10 Van Horne Ave
Tybee Post Theater

BEER/WINE – SUNDAY SALES BY DRINK FOR CONSUMPTION ON PREMISES ONLY

- GPSBBQ.COM dba Gerald's Pig & Shrimp Gerald L. Schantz 1115 HWY 80
- Lighthouse Pizza, Inc. dba Lighthouse Pizza Richard Hammons 15 Tybrisa St

BEER/WINE – CONSUMPTION ON PREMISES ONLY

- Coastal Initiative LLC dba Escape Tybee Lara Robertson 106 S. Campbell Ave

BEER/WINE/LIQUOR – BY THE DRINK FOR CONSUMPTION ON PREMISES ONLY

- Sundae Café Anthony J. Baker 304 First Street

BEER/WINE/LIQUOR – SUNDAY SALES – PACKAGE SALES ONLY, CONSUMPTION ON PREMISES PROHIBITED

- Sweet Dreams Inc. dba Dizzy Dean's Discount A. Todd Morrison 1516 Butler Ave
- XYZ Liquors Mola Chu Jung 302 First Street

BEER/WINE – SUNDAY SALES – PACKAGE SALES ONLY, CONSUMPTION ON PREMISES PROHIBITED

- Chu's Convenience Mart Richard Frederick Pruden 725 First Street
- Chu's Convenience Mart #101 Mola Chu Jung 306 First Street
- Chu's Convenience Mart #102 Mola Chu Jung 1603 Inlet Ave
- Jaydeep LLC dba CITGO Rajesh Patel 1315 Butler Ave
- Tybee Market Inc. Michael J. Hosti 1111 Butler Ave

ENTERTAINMENT ONLY

- Tybee Wedding Chapel LLC Stacye C. Jarrell 1114 HWY 80



Backup material for agenda item:

14. Resolution - Change the Hotel/Motel Tax



RESOLUTION

**A RESOLUTION REQUESTING THE GEORGIA GENERAL ASSEMBLY
TO ADOPT LOCAL LEGISLATION TO OR FOR THE CITY OF TYBEE ISLAND
TO CHANGE THE HOTEL/MOTEL TAX: TO AUTHORIZE THE MAYOR
TO EXECUTE ANY DOCUMENT RELATING THERETO, AND TO PERFORM ALL
NECESSARY ACTS TO ACCOMPLISH THE INTENT OF THE RESOLUTION;**

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND, IN OPEN MEETING, AS FOLLOWS:

WHEREAS, the City of Tybee Island ("City") is a duly organized municipality within the State of Georgia; and

WHEREAS, within the territorial limits of the City, the City currently imposes a 6% hotel/motel tax on public accommodations as authorized under O.C.G.A. §48-13-51(a)(3.2); and

WHEREAS, the City currently contracts with the Savannah Area Chamber of Commerce, a private sector, non-profit organization, for the purpose of promoting tourism, conventions and trade shows pursuant to O.C.G.A. §48-13-51(a)(3.2) and O.C.G.A. §48-13-51(a)(3); and

WHEREAS, the Savannah Area Chamber of Commerce currently operates a convention and visitors bureau; maintains a website listing the local historical sites of public interest; provides access for information for hotel and motel reservations, and, through the use of highway billboards, welcome center racks and other media, promotes and advertises the availability of public accommodations and restaurants and other ventures to encourage travelers to visit the City; and

WHEREAS, the Georgia General Assembly adopted legislation authorizing municipalities and counties to alter their hotel/motel tax with the approval of the General Assembly by way of Local Acts under O.C.G.A. §48-13-51(b); and

WHEREAS, O.C.G.A. §48-13-51(b) provides that a city wishing to change its tax or its manner of distribution must adopt a resolution which specifies the tax rate, identifies the projects or tourism product development purposes and specifies the allocations of proceeds; and

WHEREAS, the revised distribution as proposed by the City in this resolution would provide great benefit to the citizens and tourists to the City by providing additional revenues for the promotion of tourism and for tourism product development in the City; and

WHEREAS, the City wishes to increase its tax rate so as to increase the rate of tax pursuant to O.C.G.A. §48-13-51(b)(2) to a rate of 7% for the furnishing for value to the public of any room or rooms, lodgings or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the municipality for operating the hotel, motel, inn, lodge, tourist camp, tourist cabin, camp ground or any other place in which rooms, lodgings or accommodations are regularly or periodically furnished for value; and

WHEREAS, the City does wish to change its rate of tax as provided above from 6% to 7% in order to increase the funds available to the City for tourism product development as authorized by law; and

WHEREAS, the City deems it is in the best interest of the City to generate additional funds for tourism product development as identified herein and to maintain to the extent possible the current revenue distribution to the Savannah Area Chamber of Commerce and the Georgia International Maritime Trade Center, the Georgia International Maritime Trade Center Authority for the Georgia World Congress Center Authority;

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

1. The Mayor and Council hereby officially request that the Georgia State Legislative Delegation request the office of legislative counsel to draft and then sponsor local legislation which will authorize the City of Tybee Island, Georgia, pursuant to O.C.G.A. §48-13-51(b)(1) and (2), to impose the levy of the tax on public accommodations, the hotel/motel tax, at the rate of 7% and to establish the method of distribution pursuant to O.C.G.A. §48-13-51(b)(4). That section provides that a municipality may adopt a resolution which specifies the tax rate, identifies the projects or tourism product development purposes and specifies the allocation of proceeds and in accordance with the terms of the resolution, the enactment of a local Act of the General Assembly and pursuant to O.C.G.A. §48-13-51(b)(5), in accordance with the terms of the resolution adopted by the City and provide that (a) in each fiscal year during which a tax is collected under §48-13-51(b)(2), an amount equal to not less than 50% of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% be expended for promoting for tourism, conventions and trade shows by the destination marketing organization designated by the City and the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% be expended for tourism product development. The distribution proposed herein is consistent with the requirements of O.C.G.A. §48-13-51(b)(2) and complies with all requirements of law.
2. The tax authorized pursuant to this resolution in accordance with O.C.G.A. §48-13-51(b)(6) shall require the City to expend an amount equal to the total of taxes collected under §48-13-51(b) collected at the rate of 5% in accordance with the provisions of O.C.G.A. §48-13-51(a)(3). Under O.C.G.A. §41-13-51(a)(3), a tax at the rate of 5% shall be expended in accordance with the amount in excess of 3% for the purposes of:
 - I. Promoting tourism in conventions and trade shows;
 - II. Supporting a facility owned or operated by a state authority for conventions and trade show purposes or any similar or related purposes;
 - III.;
 - IV.;
 - V.;
 - VI. For some combination of such purposes.....

An amount so expended shall be expended only through a contract or contracts with the state, a department of state government, a state authority, a convention and visitor's bureau authority created by local act of the general assembly, or a private sector non-profit organization or through a contract or contracts with some combination of such entities except in amounts expended for purposes of subparagraphs (c) and (d) of this paragraph may be expended in any otherwise lawful manner.

3. At the effective date of the change authorized herein, which shall be establish as provided by law, the proceeds of the hotel/motel tax shall be allocated as follows:
 - (i) 3% shall be allocated to the general fund of the City of Tybee Island
 - (ii) A total of 50% of the amount of tax above the amount which would have been collected at the rate of 5% shall be paid to the destination marketing organization as determined by the City;
 - (iii) Under O.C.G.A. §48-13-51(a)(3) , a total of 20% of the amount of tax collected at the rate of 5% shall be paid to or for the benefit of the Georgia International Maritime Trade Center and/or the Georgia World Congress Center Authority through a contract.
 - (iv) A total of 20% of the tax that would have been collected at the rate of 5% shall be paid pursuant to O.C.G.A. § 48-13-51(a)(3) for promoting tourism, conventions and trade shows through a contract with the Savannah Area Chamber of Commerce to be spent for promoting tourism, conventions, and trade shows;
 - (v) The remaining funds shall be used by the City for tourism product development purposes

The remaining portion of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% which are not otherwise expended under the Paragraph immediately above in this section shall be expended for tourism product development.

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

Further it is resolved that in the event for any reason a local act authorizing the tax as described herein is not passed, the City will continue to collect taxes at the rate of 6% under O.C.G.A. § 48-13-51(a)(3.2).

IT IS SO RESOLVED, this the _____ day of _____, 2018.

CITY OF TYBEE ISLAND, GEORGIA

ATTEST:

By: _____

By: _____

Jason Buelterman, Mayor

Clerk of Council

Backup material for agenda item:

15. First and Second Reading: 24-2018, Sec 6-11, Hours allowed for Sunday Sales



Sec 6-1 Business hours specified; responsibility for compliance

Sec 6-1(b)(3) Any licensed eating establishment which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food is allowed to open for the sale of distilled spirits, malt beverages or wine for consumption only on the premises on Sunday between the hours of ~~12:30 p.m.~~ 11:00 a.m. and 12:00 midnight.

Sec 6-111 – Hours allowed for Sunday Sales

1. Properly licensed retailer of malt beverages, wine and distilled spirits are authorized to engage in and conduct sales of malt beverages, wine and distilled spirits on Sundays ~~between the hours of 12:30 p.m. and 11:30 p.m.~~ beginning at 11:00 a.m. until such time as otherwise established by ordinance herein.

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ORDINANCE NO 24-2018

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
REGARDING SECTION 6-11 REGARDING
BUSINESS HOURS SPECIFIED
And
SECTION 6-111 HOURS ALLOWED FOR SUNDAY SALES

WHEREAS, the State Constitution and the City Home Rule powers permit the City to adopt ordinances pertaining to the affairs of the local government; 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 6-1 Business hours specified; responsibility for compliance and Section 6-111 Hours allowed for Sunday Sales.

NOW, THEREFORE, It is hereby ordained by the governing authority of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, Section 6-1(b)(3) Business hours specified; responsibility for compliance and Section 6-111 Hours allowed for Sunday Sales 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 6-1 Business hours specified; responsibility for compliance and Sec 6-111 Hours allowed for Sunday Sales to be added so that hereafter such section shall read as follows:

Sec 6-1 Business hours specified; responsibility for compliance

Sec 6-1(b)(3) Any licensed eating establishment which derives at least 50 percent of its total annual gross food and beverage sales from the sale of prepared meals or food is allowed to open for the sale of distilled spirits, malt beverages or wine for consumption only on the premises on Sunday between the hours of 11:00 a.m. and 12:00 midnight.

Sec 6-111 – Hours allowed for Sunday Sales

1. Properly licensed retailer of malt beverages, wine and distilled spirits are authorized to engage in and conduct sales of malt beverages, wine and distilled spirits on Sundays beginning at 11:00 a.m. until such time as otherwise established by ordinance herein.

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 judgement 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: _____

Backup material for agenda item:

16. Resolution - Update the Charter of the City of Tybee Island



RESOLUTION 2018-01

**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 of 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 councilmembers pursuant to Section 2.33. The council seat vacated by the former councilmember/Mayor pro tem shall be vacant and the vacant council seat shall be filled as provided in this section

(b) If the vacancy to be filled is the office of a council member, the person elected by the mayor and remaining members of council shall serve until the organizational meeting of the new year following the general municipal election after the office became vacant; provided further, if in the event more than twenty six (26) months remain of the term of office as of the date the office became vacant, then in that event the candidate for council member who places fourth in the general municipal election following the vacancy shall have been elected to serve the remaining two years of the term beginning at the organizational meeting of the new year following the general municipal election.

(c) If a vacancy to be filled is the position of Mayor, the Office of Mayor shall be assumed by the Mayor pro tem previously elected by the Council Members pursuant to Section 2.33. However, within thirty (30) days of the Mayor pro tem fulfilling the Office of Mayor which had become vacant, the Council shall elect a qualified person to fill the vacant office of the former Council Member/Mayor pro tem; provided.

(d) In the event more than twenty-six (26) months remained at the time of the office as of the date the Mayor becomes vacant, then in that event, the candidate for Council member who places fourth in the general municipal election following the vacancy shall have ~~been~~ been elected to serve as a council member for the remaining two years at the time beginning at the organizational meeting of the new year following the general election.

(e) In the event a Council member elected as Mayor pro tem has only 24 months remaining in his/her term of office, at the expiration of that term and at the first regular meeting of the Mayor and Council following the expiration of the Mayor pro tem's term, the Mayor and Council will elect a Mayor pro tem which may include the same individual who may have been elected to a new term on Council or any other qualified individual.

(f) In any instance or circumstances where the provisions of (a)(b)(c) ~~and~~(d) and/or (e) do not provide for a contingency such that an office would be vacant, the remaining elected officials shall elect a qualified individual to assume the office then vacant with thirty (30) days of the vacancy involved. ~~Vacancy in the Office of the Mayor occurs only in the event the mayor has become disqualified to serve, resign, or has moved from the jurisdiction and does not apply to temporary absences.~~

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.

2/6/2018 12/4/2018

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jason Buelterman, Mayor

ATTEST:

By: _____
City Clerk

Tybee/Resolution/2018/Charter Changes

RESOLUTION 2018-01

**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 of 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 councilmembers pursuant to Section 2.33. The council seat vacated by the former councilmember/Mayor pro tem shall be vacant and the vacant council seat shall be filled as provided in this section

(b) If the vacancy to be filled is the office of a council member, the person elected by the mayor and remaining members of council shall serve until the organizational meeting of the new year following the general municipal election after the office became vacant; provided further, if in the event more than twenty six (26) months remain of the term of office as of the date the office became vacant, then in that event the candidate for council member who places fourth in the general municipal election following the vacancy shall have been elected to serve the remaining two years of the term beginning at the organizational meeting of the new year following the general municipal election.

(c) If a vacancy to be filled is the position of Mayor, the Office of Mayor shall be assumed by the Mayor pro tem previously elected by the Council Members pursuant to Section 2.33. However, within thirty (30) days of the Mayor pro tem fulfilling the Office of Mayor which had become vacant, the Council shall elect a qualified person to fill the vacant office of the former Council Member/Mayor pro tem; provided,

(d) In the event more than twenty-six (26) months remained at the time of the office as of the date the Mayor becomes vacant, then in that event, the candidate for Council member who places fourth in the general municipal election following the vacancy shall have been elected to serve as a council member for the remaining two years at the time beginning at the organizational meeting of the new year following the general election.

(e) In the event a Council member elected as Mayor pro tem has only 24 months remaining in his/her term of office, at the expiration of that term and at the first regular meeting of the Mayor and Council following the expiration of the Mayor pro tem's term, the Mayor and Council will elect a Mayor pro tem which may include the same individual who may have been elected to a new term on Council or any other qualified individual.

(f) In any instance or circumstances where the provisions of (a)(b)(c) (d) and/or (e) do not provide for a contingency such that an office would be vacant, the remaining elected officials shall elect a qualified individual to assume the office then vacant with thirty (30) days of the vacancy involved

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

Tybee/Resolution/2018/Charter Changes

Backup material for agenda item:

17. Resolution - Third Moratorium - South End Business District



**RESOLUTION IMPOSING THIRD MORATORIUM
ON DEMOLITION PERMITS OF HISTORIC STRUCTURES
IN THE SOUTHEND BUSINESS OVERLAY DISTRICT**

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

WHEREAS, the City of Tybee Island contains numerous historic areas and historic structures in need of protection or in need of consideration for protection; and

WHEREAS, the City has established a Southend Business Overlay District [the Code of Ordinances for the City of Tybee Island Land Development Code, Section 4-050(O) which is in need of special consideration with regard to the historic value of existing structures within the overlay district, a generally commercial area, located on the southern beach area of the island including historic Tybrisa Street; and

WHEREAS, the City is in need of protecting historic, architecturally significant and similar structures located within the Southend Business Overlay District; and

WHEREAS, in order to protect the historic fabric of the area and the structures within the Southend Business Overlay District, and to provide time for the examination of options to improve existing protections in the Historic Preservation Ordinance of the City; and

WHEREAS, in order to protect any and all structures in the areas described above an immediate imposition of a moratorium on the issuance of demolition permits pertaining to structures in the Southend Business Overlay District is necessary in order that the City and interested groups or organizations therein can investigate standards to be applicable to structures within that District; and

WHEREAS, the City has previously issued a moratorium on the demolition of structures or the issuance of demolition permits for structures within the Southend Business Overlay District for a period of 180 days on March 22, 2018; and

WHEREAS, the City has previously extended the moratorium for ninety (90) days and such moratorium would therefore, expire, however, the City Council will be addressing the guidelines as proposed and which are necessary for the protection of the historic structures in the Southend Business Overlay District during December 2018 and January 2019, and therefore, an additional extension is necessary;

WHEREAS, such Resolution and the prohibition of the issuing of demolition permits for structures in the Southend Business Overlay District should continue while the work of the City and groups within the City including, but not limited to, the Historic Preservation Commission,

the Development Authority/Main Street Program, the Planning Commission and others continue to explore and adopt guidelines to be included in the Southend Business Overlay District in order to protect the interests and welfare of the City, its residents, merchants and tourists, and to preserve, in an appropriate manner, historic structures located within the Southend Business Overlay District and;

WHEREAS, additional time is needed to complete and possibly adopt the Guidelines which are in the review process before the Mayor and Council.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Tybee Island, duly assembled in open meeting, that the moratorium addressed herein shall continue for a period of 60 days from the date hereof in order to continue efforts to develop and adopt guidelines as called for in the earlier Resolution.

SO RESOLVED, this the ____ day of _____, 2018.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jason Buelterman, Mayor

ATTEST:

By: _____
Clerk of Council

Tybee/Resolutions/2018/cont historic structure moratorium 08.20.18

Backup material for agenda item:

18. Resolution: 2019 Budget Amendment



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:

General Fund-100	\$13,761,695.00
SPLOST 2003 Capital Project Fund 321	\$ 413,635.53

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 _____, 2018.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jason Buelterman, Mayor

ATTEST:

By: _____
Clerk of Council

Backup material for agenda item:

19. Marine Science Center: Pricing, Schedule and Status





Tybee Island Marine Science Center **11/29/2018**

General Conditions	105,417.00
Temporary Toilets	1,200.00
Temporary Utilities	5,500.00
Temporary Office Trailer	4,924.00
Project Manager	19,350.00
Superintendent	43,000.00
Project Administration	2,500.00
Interim Clean-up	3,010.00
Dumpster	5,688.00
Rental Equipment	4,300.00
Final Cleaning	-
Temporary Protection	3,225.00
Temporary Site Fencing	7,720.00
Legal Fees	3,500.00
Plan Reproduction	1,500.00
Testing & Special Inspections	By Others
Sitework	183,528.00
Site Preperation	24,260.00
Field Engineering	3,500.00
Earthwork	36,625.00
Soil Treatments	738.00
Utilities (within 5' of building)	56,600.00
Paving	43,005.00
Landscaping & Irrigation	6,800.00
Site Improvements (dumpster enclosure)	12,000.00
Concrete	538,661.00
Foundation, Piers & PT Slab	434,536.00
Pavers/Concrete Paving	65,910.00
Cistern	38,215.00
Equipment Pads (allowance: at ground floor)	-
Thermal & Moisture Protection	1,700.00
Waterproofing	1,700.00
Sub-Total:	829,306.00
Permitting Allowance:	By Owner
Builder's Risk	1,643.00
P & P Bond	15,707.00
Fee:	42,410.00
Total	\$ 889,066.00

Tybee Island Marine Science Center

Clarifications

November 29, 2018

General Clarifications

1. Pricing is based on the civil plans by Kern & Co dated 11.13.18 and the foundation plans dated 10/29.18.
2. The cost of the building permit is not included and is to be handled internally by the City.
3. We have not included the cost of the water meter or any associated utility tap or impact fees.
4. Third party special inspections are not included in our proposal. It is assumed these are by-owner.
5. Our schedule allots for a construction period of 5 months for Phase 1 based on the information we have at this time.
6. The Phase 1 scope of work includes the civil construction, the foundation, the cast-in-place concrete piers and the post-tensioned slab.

Sitework

1. Includes all erosion controls, civil demo and fill to install the building pad.
2. Removal and replacement of any unsuitable soils is not included in this estimate and will be handled on a unit cost basis as discovered. The unit cost for muck & fill of unsuitable soils is \$35/CY.
3. Removal and replacement of any underground structures are not included in this estimate and will be handled on a time and material basis if discovered.
4. We have not included any allowance for dewatering in our estimate. Any dewatering required
5. will be bill on a time and material basis.
6. No site lighting fixtures or conduits are included in this estimate.
7. Any demolition of utility services is to be by others.
8. No testing or abatement of hazardous materials is included.

Concrete

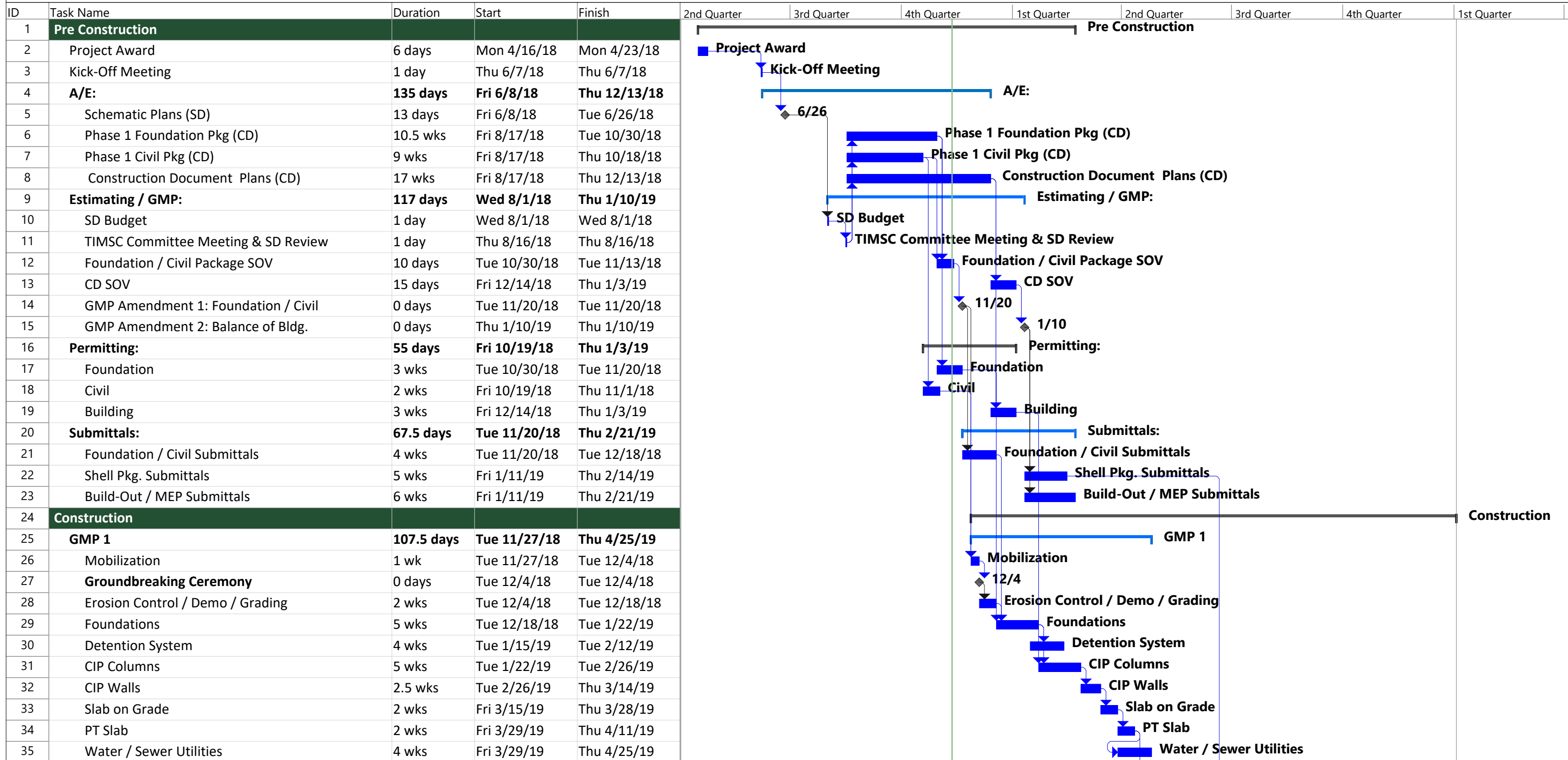
1. The concrete estimate includes the earth formed footings, 5" slab on grade, concrete piers, the concrete cistern and post-tensioned slab.
2. We have included an allowance of \$27,850 for the concrete ramp, footing & wall at the main entrance. No structural design has been completed at this time. Our allowance is based on the architectural plans.
3. We have included using 4" of clean fill under the slab as the capillary barrier.

Thermal & Moisture Protection

1. The waterproofing line item includes elevator pit waterproofing.



Tybee Island Marine Science Center Preliminary Schedule Mon 11/12/18





Tybee Island Marine Science Center Preliminary Schedule Mon 11/12/18



ID	Task Name	Duration	Start	Finish	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter
36	GMP 2 (Preliminary Only)	190 days	Fri 4/12/19	Thu 1/2/20					GMP 2 (Preliminary Only)			
37	Shell / Deck Framing	6 wks	Fri 4/12/19	Thu 5/23/19								
38	Roofing	4 wks	Fri 5/24/19	Thu 6/20/19								
39	Storefront Glazing	3 wks	Fri 6/21/19	Thu 7/11/19								
40	MEP Rough-In	4 wks	Fri 7/12/19	Thu 8/8/19								
41	Exterior Trim	5 wks	Fri 7/5/19	Thu 8/8/19								
42	Porch, Ramp, & Theatre Framing / Trim	5.5 wks	Fri 8/9/19	Tue 9/17/19								
43	Exterior Finishes	4 wks	Tue 9/17/19	Tue 10/15/19								
44	Interior Finishes	7 wks	Fri 7/26/19	Thu 9/12/19								
45	MEP Trim-Out	6 wks	Fri 9/6/19	Thu 10/17/19								
46	Finishes / Pedestal Flooring	4 wks	Fri 10/18/19	Thu 11/14/19								
47	Hardscapes / Landscaping	5 wks	Tue 10/15/19	Tue 11/19/19								
48	Exhibit Coordination	3 wks	Fri 11/15/19	Thu 12/5/19								
49	Accessories, Lift, Hardware. Etc.	2 wks	Fri 12/6/19	Thu 12/19/19								
50	CO	0 days	Thu 12/19/19	Thu 12/19/19								
51	Final Cleaning / Punch List / CO	2 wks	Fri 12/20/19	Thu 1/2/20								
52												
53	<i>Note - this schedule does not consider weather delays, unforeseen conditions, or conditions out of the contractors control. If encountered, WCC will immediately notify Owner per contract requirements.</i>											



Tybee Island Marine Science Center	8/16/2018	11/13/2018	11/29/2018	Delta	Remarks
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General Conditions	230,489.00	248,006.00	248,006.00	-	
Temporary Toilets	2,880.00	3,120.00	3,120.00	-	
Temporary Utilities	9,000.00	9,500.00	9,500.00	-	
Temporary Office Trailer	8,856.00	9,418.00	9,418.00	-	
Project Manager	46,440.00	50,310.00	50,310.00	-	
Superintendent	103,200.00	111,800.00	111,800.00	-	
Project Administration	6,000.00	6,500.00	6,500.00	-	
Interim Clean-up	7,224.00	7,826.00	7,826.00	-	
Dumpster	13,650.00	14,788.00	14,788.00	-	
Rental Equipment	10,320.00	11,180.00	11,180.00	-	
Final Cleaning	2,459.00	2,459.00	2,459.00	-	
Temporary Protection	7,740.00	8,385.00	8,385.00	-	
Temporary Site Fencing	7,720.00	7,720.00	7,720.00	-	
Legal Fees	3,500.00	3,500.00	3,500.00	-	
Plan Reproduction	1,500.00	1,500.00	1,500.00	-	
Testing & Special Inspections	By Others	By Others	By Others	-	
				-	
Sitework	311,955.00	331,571.00	183,528.00	(148,043.00)	
Site Preperation	22,404.00	23,460.00	24,260.00	800.00	increased amount of erosion control
Field Engineering	3,500.00	3,500.00	3,500.00	-	
Earthwork	23,950.00	23,950.00	36,625.00	12,675.00	added grading at rear of site to incorporate the detention area
Soil Treatments	738.00	738.00	738.00	-	
Utilities (within 5' of building)	147,495.00	218,508.00	56,600.00	(161,908.00)	deleted the storm chamber
Paving	51,978.00	42,615.00	43,005.00	390.00	slight change to paving layout
Pavers	43,090.00	-	-	-	
Landscaping & Irrigation	6,800.00	6,800.00	6,800.00	-	
Site Improvements (dumpster enclosure)	12,000.00	12,000.00	12,000.00	-	
				-	
Concrete	290,298.00	509,495.00	538,661.00	29,166.00	
Foundation, Piers & PT Slab	282,298.00	405,370.00	434,536.00	29,166.00	added elevator walls and foundation
Concrete Slab on Grade	-	65,910.00	65,910.00	-	
Cistern	-	38,215.00	38,215.00	-	
Equipment Pads (allowance: at ground floor)	8,000.00	-	-	-	
				-	
Metals	109,311.00	109,311.00	109,311.00	-	
Metal Fabrications	37,311.00	37,311.00	37,311.00	-	

Metal Railings	72,000.00	72,000.00	72,000.00	-
				-
Woods, Plastics & Composites	819,779.00	755,081.00	755,081.00	-
Rough Carpentry	239,643.00	239,643.00	239,643.00	-
Exterior Finish Carpentry	376,738.00	376,738.00	376,738.00	-
Interior Finish Carpentry	136,200.00	136,200.00	136,200.00	-
Architectural Woodwork	67,198.00	2,500.00	2,500.00	-
				-
Thermal & Moisture Protection	399,966.00	399,966.00	399,966.00	-
Insulation	29,045.00	29,045.00	29,045.00	-
Air Barrier	13,000.00	13,000.00	13,000.00	-
Standing Seam Metal Roofing	35,900.00	35,900.00	35,900.00	-
Membrane Roofing	56,000.00	56,000.00	56,000.00	-
Interior Membrane, ISO & Bamboo Paver System on Pedastals	233,200.00	233,200.00	233,200.00	-
Joint Sealants	9,500.00	9,500.00	9,500.00	-
Flashings & Window Pans	23,321.00	23,321.00	23,321.00	-
				-
Openings	425,162.00	425,162.00	425,162.00	-
Doors, Frames & Hardware	41,348.00	41,348.00	41,348.00	-
Aluminum Storefront	293,214.00	293,214.00	293,214.00	-
Bi-Folding Doors	90,600.00	90,600.00	90,600.00	-
				-
Finishes	70,987.00	70,987.00	70,987.00	-
Drywall	2,834.00	2,834.00	2,834.00	-
Painting	68,153.00	68,153.00	68,153.00	-
				-
Specialties	11,670.00	11,670.00	11,670.00	-
Fire Extinguishers	3,489.00	3,489.00	3,489.00	-
Toilet Compartments	2,647.00	2,647.00	2,647.00	-
Toilet Accessories	2,640.00	2,640.00	2,640.00	-
Turnstile	2,894.00	2,894.00	2,894.00	-
				-
Equipment	-	-	-	-
Appliances	By Others	By Others	By Others	-
				-

Conveying Equipment	65,000.00	65,000.00	65,000.00		-
LULA Lift	65,000.00	65,000.00	65,000.00		-
					-
Mechanical	130,000.00	130,000.00	130,000.00		-
Plumbing	35,000.00	35,000.00	35,000.00		-
HVAC	95,000.00	95,000.00	95,000.00		-
					-
Electrical	74,465.00	74,465.00	74,465.00		-
Electrical	67,088.00	67,088.00	67,088.00		-
Fixtures	In Above	In Above	In Above		-
Data	By Others	By Others	By Others		-
Fire Alarm	7,377.00	7,377.00	7,377.00		-
					-
Sub-Total:	2,939,082.00	3,130,714.00	3,011,837.00		(118,877.00)
Permitting Allowance:	32,342.00	-	-		- by owner
Builder's Risk	14,069.00	16,220.00	15,600.00		(620.00)
P & P Bond	50,974.00	53,890.00	51,667.00		(2,223.00)
Fee:	153,417.00	163,326.00	155,375.00		(7,951.00)
BUILDING TOTAL:	\$ 3,189,884.00	\$ 3,364,150.00	\$ 3,234,479.00		\$ (129,671.00)

Additional Scope Items					
1) Recreational Elements, Landscaping & Hardscapes Allowance	500,000.00	500,000.00	500,000.00		
2) Contingency	318,988.00	144,722.00	274,393.00		
3) Added storage rooms at ground floor		70,936.00			
PROJECT TOTAL	\$ 4,008,872.00	\$ 4,079,808.00	\$ 4,008,872.00		

Backup material for agenda item:

20. Enterprise Lease Agreement





FLEET MANAGEMENT

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Tybee Island
Signature: _____
By: _____
Title: _____
Address: _____
Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: Ken Germano
Title: Fleet Management Director
Address: 101 BUSINESS PK BLVD/STE 1100
COLUMBIA, SC 29203
Date Signed: _____

In _____ Customer _____



FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Tybee Island ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Tybee Island

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

In _____ Customer _____

Backup material for agenda item:

21. Request City Council approve a budget amendment to decrease SPLOST 2003



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: December 13, 2018

Item: To request that the City Council approve a budget amendment to decrease the SPLOST 2003 Capital Project Fund 321's fiscal year 2019 budget by (\$7,463.10) decreasing the budget from \$421,098.63 to \$413,635.53.

Explanation: The purpose of this agenda item is to request that the City Council approve a budget amendment to decrease the SPLOST 2003 Capital Project Fund 321's from \$421,098.63 to \$413,635.53 in order to balance the budget to the actual budget amount available based on the carry-forward unexpended amounts from fiscal year 2018's budget year. An invoice from FY2018 for Marine Science Center project was charged to the General Fund in error. Finance prepared an adjustment to record the invoice back to the SPLOST 2003 fund.

Expenditure Budget

1. Marine Science Center - \$411,640.28
 - a. Building 321.6172.57.2001 – to construction a new marine science center. Budget decreased by (\$9,184.35) from \$420,824.63 to \$411,640.28
2. Contingency \$274
 - a. Transfer the \$274 from Contingency to the Finance\Accounting Division Program Management Advertisement line item 321.1512.52.3300
3. Finance\Account - Program Management Advertisement - \$1,995.25
 - a. Advertisement \$1,995.25 321.1512.52.3300. The money in this line item is used to pay for the mandated annual advertisement of the SPLOST 2003 expenditures.

Revenue Budget

1. Prior Year Fund Balance - \$413,635.53
 - a. 321.00.39.1300 decreased budget by (\$9,184.35) from \$420,824.63 to 413,635.53;

Budget Line Item Number (if applicable): See Detailed Budget Amendment included as Attachment A

Paper Work: Attached*
 Already Distributed
 To Be Handed Out at Council Meeting (by Requester)
 Audio/Video Presentation**

Submitted by: Angela Hudson, Finance Director

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

Comments: _____

November 26, 2018

Date given to Clerk of Council

Backup material for agenda item:

22. City Council's approval to amend the General Fund fiscal year operating and capital budget by \$808,083



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: December 13, 2018

Item: The purpose of this agenda item is seek the City Council's approval to amendment the General Fund fiscal year operating and capital budget from \$12,953,612 to \$13,761,695 an increase of \$808,083.

Expenditures

The expenditure line items will be increase as follows:

Explanation: The purpose of this agenda item is seek the City Council's approval to amendment the General Fund fiscal year operating and capital budget from \$12,953,612 to \$13,761,695 an increase of \$808,083 for the following reasons:

1. To add \$730,230 in capital projects to the budget for the departments of Finance (\$50,000), Police (\$10,000), Public Works Administration (\$315,941), Public Works Storm Water Management (\$259,689), Museums, (\$25,000) and Parks & Boulevard's, (\$1,600) budgets.
1. To add increase the revenue (Sale of Assets – 100.00.39.2100) and expenditures (Rental – Leased Vehicle Program – Police Department -100.3210.52.2321) by \$52,853. The City sold two Volkswagen vehicles used by the Police Department for \$52,853. The money will be used to finance the Police Department's lease vehicle program.
2. To add increase the revenue (OJC Grant – 100.00.33.1151) and expenditures (Safety Equipment – Police Department 100.3210.53.1601) by \$15,000. The Police Department was awarded a grant to purchase bulletproof vests.
3. To decrease the Parking Services Department by **(\$10,000)** from \$521,098 to \$511,098 transfer \$5,000 to the Fire Department's budget line item, Rental – Leased Vehicle Program, 100.3510.52.2321; and transfer \$5,000 to the Public Works Administration's Department's budget line item, Rental – Leased Vehicle Program, 100.4210.52.2321.
4. To increase the City Managers expenditure budget by \$10,000 from \$547,447 to \$557,447 for Signs budget line item, 100.1320.53.1702 in order to purchase bicycle signs for Jones Avenue.
5. To increase the Parks & Boulevard's budget by \$1,600 for the Infrastructure line item, 100.6230.54.1418 in order to pay an invoice for the 14th to 18th Street Pedestrian Improvement project.

Budget Line Item Number (if applicable):

A summary of the General Fund's budget changes by department is shown in the schedule below:

Department Name	Current Budget @11-9-2018	Budget Amendment Amount	Budget Amendment @ 12-13-2018
Mayor and Council	\$ 212,348.00		\$ 212,348.00
Clerk of Council	\$ 112,239.00		\$ 112,239.00
City Manager	\$ 547,447.00	\$ 10,000.00	\$ 557,447.00
Finance Director	\$ 140,413.00		\$ 140,413.00
Finance - Accounting	\$ 313,027.00	\$ 50,000.00	\$ 363,027.00
Finance - A/P	\$ 34,749.00		\$ 34,749.00
Finance - Payroll	\$ 52,898.00		\$ 52,898.00
Law	\$ 247,000.00		\$ 247,000.00
Information Technology	\$ 653,986.00		\$ 653,986.00
Human Resources	\$ 130,847.00		\$ 130,847.00
Public Works Building Maint	\$ 684,326.00	\$ 70,000.00	\$ 754,326.00
Municipal Court	\$ 303,835.00		\$ 303,835.00
Police Administration	\$ 2,434,768.00	\$ 77,853.00	\$ 2,512,621.00
Police Beach Patrol	\$ 329,980.00		\$ 329,980.00
Fire Administration	\$ 868,646.00	\$ 5,000.00	\$ 873,646.00
Emergency Management	\$ 89,582.00		\$ 89,582.00
Public Works - Administration	\$ 1,504,466.00	\$ 318,941.00	\$ 1,823,407.00
Storm Drainage	\$ 93,934.00	\$ 259,689.00	\$ 353,623.00
Solid Waste Collection	\$ 90,000.00		\$ 90,000.00
Cultural & Recreation	\$ 225,775.00		\$ 225,775.00
Recreation Centers	\$ 168,950.00		\$ 168,950.00
Fire - Ocean Rescue	\$ 349,943.00		\$ 349,943.00
Museums	\$ 345,212.00	\$ 25,000.00	\$ 370,212.00
Parkways and Boulevards	\$ 461,600.00	\$ 1,600.00	\$ 463,200.00
Parking	\$ 521,098.00	\$ (10,000.00)	\$ 511,098.00
Parks Administration	\$ 247,757.00	\$ -	\$ 247,757.00
Park Areas - Concession	\$ 65,700.00		\$ 65,700.00
Zoning and Inspection	\$ 715,085.00		\$ 715,085.00
Main Street	\$ 121,277.00		\$ 121,277.00
Community Development	\$ 58,750.00		\$ 58,750.00
Downtown Development	\$ 10,000.00		\$ 10,000.00
Other Financing Uses	\$ 697,974.00		\$ 697,974.00
Beach Related	\$ 120,000.00		
TOTALS	\$ 12,953,612.00	\$ 808,083.00	\$ 13,641,695.00

A detail of the budget amendment of both the revenue and expenditure budget is included with this agenda item as Attachment A, FY2019 General Fund Operating and Capital Budget Amendment.

Revenue

The money to fund this budget amendment is coming from the following sources:

1. \$15,000 – establishing a line item for the OJE grant revenue line item, 100.00.33.1151;
2. \$47,976 – increasing the DOT LMIG Grant line item, 100.00.33.4400 from \$45,000 to \$92,976;
3. \$15,000 – establish a budget for the Insurance Reimbursement line item, 100.00.38.9100;
4. \$52,853 – establish a budget for the Sale of Assets line item, 100.00.39.2100 – money from sale of volks-wagons;

and

5. \$677,254 – increasing the Prior Year Fund Balance line item, 100.00.39.1300 from \$1,870,091 to \$2,547,345.

Paper Work: X Attached*
 Already Distributed

Submitted by: Angela Hudson, Finance Director

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

December 5, 2018

Date given to Clerk of Council

CITY STAFF REQUEST FORM

ATTACHMENT A
FISCAL YEAR 2019 GENERAL FUND OPERATING AND CAPITAL
BUDGET AMENDMENT DECEMBER 13, 2018

	FY2019 CURRENT BUDGET	10/08/18 AMENDED BUDGET	11/08/18 AMENDED BUDGET	FY2019 Y-T-D ENCUMBRANCE	FY2019 BUDGET BALANCE	BUDGET AMENDMENT AMOUNT	12/13/18 AMENDED BUDGET		
REVENUES									
TAXES	4,116,707	4,264,612	4,264,612	1,227,603	3,037,009	-	4,264,612		
LICENSES & PERMITS	363,000	363,000	363,000	60,744	302,257		363,000		
INTERGOVERNMENTAL									
OJC Grant	-	-	-	-	-	15,000	15,000	100.00.33.1151	
DOT LMIG Grant	45,000	45,000	45,000	-	45,000	47,976	92,976	100.00.33.4400	
GDOT Grant Revenue	200,000	200,000	200,000	-	200,000		200,000	100.00.33.4410	
CHARGES FOR SERVICES	3,420,100	3,420,100	3,420,100	1,587,178	1,832,922		3,420,100		
FINES & FORFEITURES	997,700	1,017,296	1,017,296	517,497	499,799	-	1,017,296		
INVESTMENT INCOME	40,000	40,000	40,000	39,944	56		40,000		
CONTRIBUTIONS & DONATIONS	-	-	-	-	-		-		
MISCELLANEOUS	122,200	122,200	122,200	49,621	72,579		122,200		
Insurance Reimbursement	-	-	-	14,998	(14,998)	15,000	15,000	100.00.38.9100	
OTHER FINANCING SOURCES	-	-	-	-	-		-		
Transfer in from Hotel-Motel Fund				678,696	932,617	-	1,611,313	100.39.1200	
Sale of Assets	1,611,313	1,611,313	1,611,313						
Sale of Assets	-	-	-	52,503	(52,503)	52,853	52,853	100.00.39.2100	Money (\$52,853) received from Selling the Police VW back to Volksawagon. Money will go toward the vehicle lease program
Prior Year Fund Balance	1,782,879	1,782,879	1,870,091	52,503	1,817,588	677,254	2,547,345	100.00.39.1300	Money (\$52,853) received from Selling the Police VW back to Volksawagon. Money will go toward the vehicle lease program
*** TOTAL REVENUE ***	12,698,899	12,866,400	12,953,612	4,281,288	8,672,324	808,083	13,761,695		

**ATTACHMENT A
FISCAL YEAR 2019 GENERAL FUND OPERATING AND CAPITAL
BUDGET AMENDMENT DECEMBER 13, 2018**

	FY2019 CURRENT BUDGET	10/08/18 AMENDED BUDGET	11/08/18 AMENDED BUDGET	FY2019 Y-T-D ENCUMBRANCE	FY2019 BUDGET BALANCE	BUDGET AMENDMENT AMOUNT	12/13/18 AMENDED BUDGET		
EXPENDITURES									
Mayor and Council									
PERSONNEL	49,648	49,648	49,648	24,763	24,885		49,648		
SERVICES	149,300	149,300	149,300	68,168	81,132		149,300		
SUPPLIES	12,800	12,800	12,800	2,913	9,887		12,800		
OTHER COSTS	600	600	600	-	600		600		
TOTAL Mayor and Council	212,348	212,348	212,348	95,844	116,504	-	212,348		
Clerk of Council									
PERSONNEL	81,249	81,249	81,249	35,308	45,941		81,249		
SERVICES	16,150	16,150	16,150	(235)	16,385		16,150		
SUPPLIES	4,840	4,840	4,840	107	4,733		4,840		
DEPRECIATION/AMORTIZATIO	-	-	-	-	-		-		
OTHER COSTS	10,000	10,000	10,000	7,574	2,426		10,000		
TOTAL Clerk of Council	112,239	112,239	112,239	42,754	69,485	-	112,239		
City Manager									
PERSONNEL	290,217	290,217	290,217	114,834	175,383		290,217		
SERVICES	172,770	172,770	87,501	34,891	52,610		87,501		
SUPPLIES	84,460	84,460	22,729	20,555	2,174		22,729		
Signs	-	-	-	1,245	(1,245)	10,000	10,000	100.1320.53.1702	Money is needed to purchase signs for the bicycle trail. The Original money for this project had to be used because the bid for the shallow well came in higher than expected(budgeted).
CAPITAL OUTLAY									
Infrastructure	-	-	147,000	69,000	78,000		147,000	100.1320.54.1410	Southend Electrical improvements (\$69,000); and Shallow Well project (\$78,000)
TOTAL City Manager	547,447	547,447	547,447	240,525	306,922	10,000	557,447		
Finance Director									
PERSONNEL	122,513	122,513	122,513	51,044	71,469		122,513		
SERVICES	13,300	13,300	13,300	2,313	10,987		13,300		
SUPPLIES	4,600	4,600	4,600	975	3,625		4,600		
TOTAL Finance	140,413	140,413	140,413	54,332	86,081	-	140,413		
Finance - Accounting									
PERSONNEL	205,855	205,855	205,855	56,341	149,514		205,855		
SERVICES	175,600	175,600	175,600	54,489	121,111		175,600		
SUPPLIES	6,600	6,600	6,600	1,387	5,213		6,600		
CAPITAL OUTLAY									
Building Improvement	50,000	50,000	50,000	-	50,000	50,000	100,000	100.1512.54.1315	Renovate 2 rooms in old school for Finance staff to use as temporary offices.
INTERFUND/INTERDEPARTMENT	(125,028)	(125,028)	(125,028)	(58,345)	(66,683)		(125,028)		
TOTAL Finance - Accounting	313,027	313,027	313,027	53,872	259,155	50,000	363,027		

**ATTACHMENT A
FISCAL YEAR 2019 GENERAL FUND OPERATING AND CAPITAL
BUDGET AMENDMENT DECEMBER 13, 2018**

	FY2019 CURRENT BUDGET	10/08/18 AMENDED BUDGET	11/08/18 AMENDED BUDGET	FY2019 Y-T-D ENCUMBRANCE	FY2019 BUDGET BALANCE	BUDGET AMENDMENT AMOUNT	12/13/18 AMENDED BUDGET		
Finance - A/P									
PERSONNEL	67,493	67,493	67,493	29,058	38,435		67,493		
SERVICES	3,900	3,900	3,900	363	3,537		3,900		
SUPPLIES	1,500	1,500	1,500	142	1,358		1,500		
INTERFUND/INTERDEPARTMENT	(38,144)	(38,144)	(38,144)	(15,898)	(22,246)		(38,144)		
TOTAL Finance - A/P	34,749	34,749	34,749	13,665	21,084	-	34,749		
Finance - Payroll									
PERSONNEL	61,428	61,428	61,428	25,688	35,740		61,428		
SERVICES	7,770	7,770	7,770	128	7,642		7,770		
SUPPLIES	700	700	700	244	456		700		
INTERFUND/INTERDEPARTMENT	(17,000)	(17,000)	(17,000)	(7,408)	(9,592)		(17,000)		
TOTAL Finance - Payroll	52,898	52,898	52,898	18,652	34,246	-	52,898		
Law									
SERVICES	242,000	242,000	242,000	73,662	168,338		242,000		
INTERFUND/INTERDEPARTMENT	5,000	5,000	5,000	7,375	(2,375)		5,000		
TOTAL Law	247,000	247,000	247,000	81,037	165,963	-	247,000		
Information Technology									
PERSONNEL	195,866	195,866	195,866	81,125	114,741		195,866		
SERVICES	388,650	388,650	388,650	142,417	246,233		388,650		
SUPPLIES	28,470	28,470	28,470	447	28,023		28,470		
CAPITAL OUTLAY									
Computers	20,000	15,000	15,000	14,003	997	-	15,000	100.1535.54.2400	Purchase 15 rugged laptops
Machinery & Equipment	-	26,000	26,000	-	26,000	-	26,000	100.1535.54.2100	Purchase backup generator and other equipment
TOTAL Information Technology	632,986	653,986	653,986	237,991	415,995	-	653,986		
Human Resources									
PERSONNEL	108,177	108,177	108,177	42,875	65,302		108,177		
SERVICES	16,030	16,030	16,030	5,233	10,797		16,030		
SUPPLIES	3,340	3,340	3,340	190	3,150		3,340		
INTERFUND/INTERDEPARTMENT	-	-	-	-	-		-		
OTHER COSTS	3,300	3,300	3,300	575	2,725		3,300		
TOTAL Human Resources	130,847	130,847	130,847	48,873	81,974	-	130,847		
Public Works Building Maint									
PERSONNEL	251,322	251,322	251,322	102,785	148,537		251,322		
SERVICES	54,400	64,700	64,700	23,675	41,025		64,700		
Contract Services	-	-	-	-	-	40,000	40,000	100.1565.52.1300	Engineer Contract to perform inspection for all City buildings.
SUPPLIES	3,000	6,000	6,000	2,176	3,824		6,000		
CAPITAL OUTLAY									
Building Improvements	362,304	362,304	362,304	-	362,304	30,000	392,304	100.1565.54.1315	Replace roof Public Works Office (\$30,000); Match for Storm Shutters grant (\$22,304); and Replace Gymnasium roof (\$340,000)
TOTAL Bldg Maint & Allocations	671,026	684,326	684,326	128,637	555,689	70,000	754,326		

**ATTACHMENT A
FISCAL YEAR 2019 GENERAL FUND OPERATING AND CAPITAL
BUDGET AMENDMENT DECEMBER 13, 2018**

	FY2019 CURRENT BUDGET	10/08/18 AMENDED BUDGET	11/08/18 AMENDED BUDGET	FY2019 Y-T-D ENCUMBRANCE	FY2019 BUDGET BALANCE	BUDGET AMENDMENT AMOUNT	12/13/18 AMENDED BUDGET	
Municipal Court								
PERSONNEL	222,809	222,809	222,809	92,623	130,186		222,809	
SERVICES	49,013	49,013	49,013	13,565	35,448		49,013	
SUPPLIES	17,013	17,013	17,013	2,219	14,794		17,013	
OTHER COSTS	15,000	15,000	15,000	-	15,000		15,000	
TOTAL Municipal Court	303,835	303,835	303,835	108,406	195,429	-	303,835	
Police Administration								
PERSONNEL	1,983,628	1,983,628	1,983,628	749,713	1,233,915		1,983,628	
SERVICES	153,990	167,330	167,330	108,920	58,410	-	167,330	
Safety Equipment	10,000	6,660	6,660	62	6,598	15,000	21,660	100.3210.53.1601 For Office of Justice grant to purchase bullet proof vest and match for the grant
Rental - Leased Vehicle Program	-	-	-	-	-	52,853	52,853	100.3210.52.2321 To contract with Enterprise Rental Company to Lease 13 vehicles
SUPPLIES	233,250	233,250	233,250	59,131	174,119		233,250	
CAPITAL OUTLAY								
Machinery & Equipment	-	35,000	35,000	2,867	32,133	10,000	45,000	100.3210.54.2100 For 2nd year of 5 year capital lease for cameras (\$10,000; purchase In-Car Cameras (\$10,000); Remote Surveillance (\$25,000)
Building Improvements	8,900	8,900	8,900		8,900		8,900	100.3210.54.1315 Match for storm shutter grant
TOTAL Police Administration	2,389,768	2,434,768	2,434,768	920,694	1,514,074	77,853	2,512,621	
Police Beach Patrol								
PERSONNEL	321,480	321,480	321,480	144,812	176,668		321,480	
SERVICES	1,500	1,500	1,500	-	1,500		1,500	
SUPPLIES	7,000	7,000	7,000	2,857	4,143		7,000	
TOTAL Beach Patrol	329,980	329,980	329,980	147,670	182,310	-	329,980	
Fire Administration								
PERSONNEL	665,495	665,495	665,495	196,487	469,008		665,495	
SERVICES	97,600	97,600	97,600	31,086	66,514	-	97,600	
Rental - Leased Vehicle Program	-	-	-	-	-	5,000	5,000	100.3510.52.2321 Pay for Enterprise Rental Car Annual Lease (\$5,000) for Fire Chief
SUPPLIES	54,350	54,350	54,350	13,614	40,736		54,350	
CAPITAL OUTLAY								
Machinery & Equipment	-	51,201	51,201	-	51,201	-	51,201	100.3210.54.2100 Purchase Jet Ski (\$9,000); Radios (\$10,000); 8KW Mobile Generator (\$15,000); 14KW Mobile Generator; and match for storm shutters grant (\$2,201).
TOTAL Fire Administration	817,445	868,646	868,646	241,187	627,459	5,000	873,646	
Emergency Management								
PERSONNEL	70,747	70,747	70,747	19,171	51,576		70,747	
SERVICES	15,850	15,850	15,850	583	15,267		15,850	
SUPPLIES	2,985	2,985	2,985	-	2,985		2,985	
TOTAL Emergency Management	89,582	89,582	89,582	19,754	69,828	-	89,582	

**ATTACHMENT A
FISCAL YEAR 2019 GENERAL FUND OPERATING AND CAPITAL
BUDGET AMENDMENT DECEMBER 13, 2018**

	FY2019 CURRENT BUDGET	10/08/18 AMENDED BUDGET	11/08/18 AMENDED BUDGET	FY2019 Y-T-D ENCUMBRANCE	FY2019 BUDGET BALANCE	BUDGET AMENDMENT AMOUNT	12/13/18 AMENDED BUDGET	
Public Works - Administration								
PERSONNEL	1,062,520	1,062,520	1,062,520	411,891	650,629		1,062,520	
SERVICES	123,550	133,550	133,550	60,375	73,175	-	133,550	
Rental - Leased Vehicle Program	-	-	-	-	-	5,000	5,000	100.4210.52.2321 Pay for Enterprise Rental Car Annual Lease (\$5,000) for the City Engineer
SUPPLIES	199,350	211,350	211,350	70,257	141,093	-	211,350	
CAPITAL OUTLAY	-	-	-	-	-	-	-	
Infrastructure	9,000	9,000	52,246	3,246	49,000	109,634	161,880	100.4210.54.1410 Match for 2 LMIG grants (18,634); \$120,000 Backflow preventers; and \$20,000 Salt Meadows
Infrastructure - DOT Grant	44,800	44,800	44,800		44,800	48,176	92,976	100.4210.54.1416 LMIG Grant from FY2018 (\$44,808) and LMIG Grant for FY2019 (Estimate \$48,168)
Machinery & Equipment	-	-	-	-	-	156,131	156,131	100.4210.54.2100 Purchase Backhoe (\$80,000); Z-Chemical Sprayer (\$11,131); and one Portable Restroom (\$45,000)
TOTAL Public Works	1,439,220	1,461,220	1,504,466	545,769	958,697	318,941	1,823,407	
Storm Drainage								
SERVICES	51,568	51,568	51,568	29,137	22,431		51,568	
CAPITAL OUTLAY	-	-	42,366	42,366	0	259,689	302,055	100.4250.54.2102 Bright Street Drainage (\$282,255); and South End Study (\$19,800)
TOTAL Storm Drainage	51,568	51,568	93,934	71,502	22,432	259,689	353,623	
Solid Waste Collection								
SERVICES	90,000	90,000	90,000	37,243	52,757		90,000	
CAPITAL OUTLAY	-	-	-	-	-	-	-	
TOTAL Solid Waste Collection	90,000	90,000	90,000	37,243	52,757	-	90,000	
Cultural & Recreation								
PERSONNEL	-	-	-	-	-		-	
SERVICES	11,600	11,600	11,600	4,108	7,492		11,600	
SUPPLIES	96,700	96,700	96,700	52,223	44,477		96,700	
CAPITAL OUTLAY	-	-	-	-	-		-	
OTHER COSTS	117,475	117,475	117,475	39,586	77,889		117,475	
TOTAL Cultural & Recreation	225,775	225,775	225,775	95,917	129,858	-	225,775	
Recreation Centers								
SERVICES	168,950	168,950	168,950	70,188	98,763		168,950	
SUPPLIES	-	-	-	-	-		-	
CAPITAL OUTLAY	-	-	-	-	-		-	
TOTAL Recreation Centers	168,950	168,950	168,950	70,188	98,763	-	168,950	

**ATTACHMENT A
FISCAL YEAR 2019 GENERAL FUND OPERATING AND CAPITAL
BUDGET AMENDMENT DECEMBER 13, 2018**

	FY2019 CURRENT BUDGET	10/08/18 AMENDED BUDGET	11/08/18 AMENDED BUDGET	FY2019 Y-T-D ENCUMBRANCE	FY2019 BUDGET BALANCE	BUDGET AMENDMENT AMOUNT	12/13/18 AMENDED BUDGET		
Fire - Ocean Rescue									
PERSONNEL	313,943	313,943	313,943	88,075	225,868		313,943		
SERVICES	13,000	13,000	13,000	5,362	7,638		13,000		
SUPPLIES	23,000	23,000	23,000	1,309	21,691		23,000		
TOTAL Lifeguards	349,943	349,943	349,943	94,747	255,196	-	349,943		
Beach Related									
SERVICES	38,000	38,000	38,000	12,000	26,000		38,000		
SUPPLIES	22,000	22,000	22,000	4,394	17,606		22,000		
CAPITAL OUTLAY									
Infrastructure	60,000	60,000	60,000	-	60,000		60,000	100.6125.54.1410	Purchase trash cans; install new lighting and replace bricks @Tybrisa Circle
TOTAL Beach Related	120,000	120,000	120,000	16,394	103,606	-	120,000		
Museums									
CAPITAL OUTLAY									
Buildings	300,000	300,000	300,000	1,050	298,950	-	300,000	100.6172.54.1310	New Marine Science Center construction project
Building Improvements	-	-	-	-	-	25,000	25,000	100.6172.54.1400	Tybrisa Circle Paint Lighthouse
OTHER COSTS	45,212	45,212	45,212	45,212	-		45,212		
TOTAL Museums	345,212	345,212	345,212	46,262	298,950	25,000	370,212		
Parks Administration									
PERSONNEL	212,157	212,157	212,157	80,996	131,161		212,157		
SERVICES	12,500	12,500	12,500	7,285	5,215		12,500		
SUPPLIES	23,100	23,100	23,100	4,974	18,126		23,100		
TOTAL Parks Administration	247,757	247,757	247,757	93,255	154,502	-	247,757		
Park Areas - Concession									
PERSONNEL	-	-	-	-	-		-		
SERVICES	56,500	56,500	56,500	20,984	35,516		56,500		
SUPPLIES	9,200	9,200	9,200	2,232	6,968		9,200		
TOTAL Park Areas - Concession	65,700	65,700	65,700	23,216	42,484	-	65,700		
Parkways and Boulevards									
CAPITAL OUTLAY									
Infrastructure (Median Planting)	260,000	260,000	260,000	11,175	248,825		260,000	100.6230.54.1400	Median Planting Project of Highway 80
Infrastructure DOT Grant	200,000	200,000	200,000	-	200,000		200,000	100.6230.54.1417	DOT Grant for Marsh Hen Trail
Infrastructure (14th to 18th Pedistra	-	-	1,600	1,600	-	1,600	3,200	100.6230.54.1418	14th to 18th Street Pedestrian Improvement Project
TOTAL Parkways and Boulevards	460,000	460,000	461,600	12,775	448,825	1,600	463,200		
Zoning and Inspection									
PERSONNEL	227,535	227,535	227,535	95,142	132,393		227,535		
SERVICES	483,610	483,610	483,610	197,291	286,319		483,610		
SUPPLIES	3,940	3,940	3,940	1,180	2,760		3,940		
TOTAL Zoning and Inspection	715,085	715,085	715,085	293,613	421,472	-	715,085		

**ATTACHMENT A
FISCAL YEAR 2019 GENERAL FUND OPERATING AND CAPITAL
BUDGET AMENDMENT DECEMBER 13, 2018**

FY2019 CURRENT BUDGET	10/08/18 AMENDED BUDGET	11/08/18 AMENDED BUDGET	FY2019 Y-T-D ENCUMBRANCE	FY2019 BUDGET BALANCE	BUDGET AMENDMENT AMOUNT	12/13/18 AMENDED BUDGET
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Main Street

PERSONNEL	68,507	68,507	68,507	29,304	39,203		68,507
SERVICES	43,830	43,830	43,830	5,844	37,986		43,830
SUPPLIES	8,940	8,940	8,940	1,722	7,219		8,940
TOTAL Better Hometown	121,277	121,277	121,277	36,870	84,407	-	121,277

Community Development

SUPPLIES	38,750	38,750	38,750	9,496	29,254		38,750
CAPITAL OUTLAY	20,000	20,000	20,000	-	20,000		20,000
TOTAL Community Development	58,750	58,750	58,750	9,496	49,254	-	58,750

100.7520.54.1405	South Street District Project
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Downtown Development

OTHER COSTS	10,000	10,000	10,000	-	10,000		10,000
TOTAL Downtown Development	10,000	10,000	10,000	-	10,000	-	10,000

Parking

PERSONNEL	224,699	224,699	224,699	100,960	123,739		224,699
SERVICES	236,517	236,517	236,517	173,494	63,023		236,517
Rental - Leased Vehicle Progra	-	-	-	-	-	5,000	5,000
SUPPLIES	44,882	44,882	44,882	13,327	31,555		44,882
CAPITAL OUTLAY							
Vehicles	-	15,000	15,000	-	15,000	(15,000)	-
TOTAL Parking	506,098	521,098	521,098	287,781	233,317	(10,000)	511,098

100.7564.52.2321	Pay for Enterprise Rental Car Annual Lease (\$5,000) for Parking Services
------------------	---

100.7564.54.2200	Re-allocated to pay for 3 leased vehicles (1) Parking Services; (2) Fire Chief and (3) City Engineer
------------------	--

Other Financing Uses

DEPRECIATION/AMORTIZATIO	-	-	-	-	-		
OTHER COSTS	125,982	125,982	125,982	-	125,982		125,982
OTHER FINANCING USES	571,992	571,992	571,992	-	571,992		571,992
TOTAL Other Financing Uses	697,974	697,974	697,974	-	697,974	-	697,974
TOTAL	12,698,899	12,866,400	12,953,612	4,188,921	8,764,691	808,083	13,761,695

730,230

Backup material for agenda item:

23. Request Council approve a proposal with Thompson Engineering to perform an assessment of 19 of the City owned buildings



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: December 13, 2018

Item: : The purpose of this agenda item is to request that the City Council approve a proposal with Thompson Engineering for \$32,550 to perform an assessment of 19 of the City owned buildings.

Explanation: During the FY2019 budget process, the City Council requested that the staff have a building assessment performed on 19 of the City of Tybee Island owned buildings. The scope of work for the project is as follows:

SCOPE OF WORK

Perform a general building assessment of 19 of the City of Tybee Islands of buildings.

1. Perform general visual evaluation of each of the following buildings:
 - a. City Hall
 - b. Marine Science Building
 - c. Guard House
 - d. Tybee Arts Association Building
 - e. Police Department
 - f. Water & Sewer Office Building
 - g. Water & Sewer Lab\Office\Inventory Storage Building
 - h. YMCA Building
 - i. Cafeteria Building
 - j. Gymnasium
 - k. Old School Building
 - l. Fire Department Office Building
 - m. Fire Department Bay Facility
 - n. Campground Office Building
 - o. Campground House
 - p. Public Works Office\Supplies Storage Building
 - q. Public Works Mechanics Shop
 - r. Public Works Office Space # 2
 - s. Public Works Office Space #3

The building components to be assessed will include wall façade(s), roofing system(s), and the interior and exterior aesthetics and through wall components including associated flashings, sealants, and coatings.

2. Perform general visual evaluation of the mechanical, electrical, and plumbing components of each of the buildings listed in item No. 1.

3. Prepare report outlining the findings and provide any recommended repairs. Also, rank the findings and recommendations of each building based upon the most critical to least findings that requires imminent repairs.
4. Excluded from the scope of services are as follows:
 - a. Assessment of any portion of the buildings that are inaccessible, behinds finishes, or underground; and
 - b. Geotechnical investigations of the existing foundations.

Since the work will be performed by certified engineers, the City did not have to issue a bid for the services. However, the staff did solicit informal proposals for the service. Thompson Engineering was the only responsive proposal received. Thompson Engineering's proposed a fee of \$32,550 to perform the service, see **Attachment A**.

Budget Line Item Number (if applicable):

The budget amendment for the FY2019 General Fund operating and capital budget includes budget amendment to the Public Works Building Maintenance Department's Contract Services budget line item, 100.1565.52.1300 for \$40,000 to cover the cost of Thompson Engineering's proposal.

Paper Work: _____ Attached*
**

Submitted by: Angela Hudson, Finance Director

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

Dec. 6, 2018

ATTACHMENT A

Thompson Engineering Building Assessment Proposal

**Single Project Agreement
General Terms and Conditions**

Exhibit A

ACKNOWLEDGMENT OF ORDER

DATE: July 30, 2018
ORDERED BY: Mrs. Angela Hudson
RE: General building assessment observations and recommendations
CLIENT: City of Tybee Island
P.O. Box 2749
Tybee Island, GA 31328

Dear Mrs. Hudson,

Thank you for requesting our engineering services for the evaluation of 12 to 16 existing buildings on Tybee Island Georgia. It is our understanding that the City of Tybee would like a general building assessment of the Old School, the YMCA, the Cafeteria, the Gym, the Fire Department, City Hall, the Marine Science Building, The Guard House, the Police Department, the Water Sewer Building, the Camp Office, the Camp House, two to three buildings at the Public Works facility, and one to two buildings at the Water Treatment Facility.

Scope of Work

Our services will consist of the following:

- **Building Assessment Phase**
 - Perform general visual evaluation of each of the buildings listed above. The building components to be assessed will include wall façade(s), roofing system(s) and through wall components including associated flashings, sealants and coatings.
 - Perform general visual evaluation of the Mechanical, Electrical, and Plumbing components of each of the buildings listed above.
 - Our evaluation and recommendations will only be based on our visual observation of current assessable components listed above and our experience in the design and construction of buildings.
 - Prepare report outlining our findings and provide any recommended repairs.

Exclusions

Items **not** included in the scope of services are as follows:

- Assessment of any portions of the buildings that are inaccessible, behind finishes, or underground.
- Geotechnical investigations of the existing foundations.

INFORMATION REQUIRED:

Thompson Engineering requires the following information:

- 131 - copy of any building construction drawings



**Single Project Agreement
General Terms and Conditions**

FEE (BASIS):

We will perform these services in accordance with the General Terms and Conditions attached hereto and our fees will be performed on a lump sum basis.

Building Assessment Phase: Lump Sum \$ 32,550.00

We anticipate commencement of our work within fourteen (14) days after receipt of your written authorization to proceed with completion within thirty one (31) calendar days from commencement.

Attached hereto are the standard "General Terms and Conditions: which are to be made part of this agreement. Kindly return written authorization as provided on page 6. If you need further information or have any questions, please contact me at 251-490-6755.

Sincerely,

THOMPSON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "G Bockhold", with a long horizontal flourish extending to the right.

George "Geep" Bockhold, P.E.
Branch Manager Savannah Office

Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in **Exhibit A** (the "Work").

2. INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering's** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

In the event this agreement is terminated before the completion of all services, unless **Thompson Engineering** is responsible for such termination, Client agrees to release **Thompson Engineering** from all liability for services performed. In the event all or any portion of the services by **Thompson Engineering** are suspended, abandoned, or otherwise terminated, Client shall pay **Thompson Engineering** all fees and charges for services provided prior to termination. If **Thompson Engineering's** services are suspended and restarted, **Thompson Engineering** will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 2 of this agreement.

Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with **Thompson Engineering's** usual and customary billing rates. If any staking or monuments are damaged, removed or destroyed by anyone other than **Thompson Engineering**, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson Engineering** shall be reimbursed on a time and material basis in accordance with **Thompson Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work.

While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering's** responsibility.

4. UTILITIES

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures or utilities which are not called to **Thompson Engineering's** attention and correctly shown on the plans furnished by the Client.

If field services (i.e. survey, geotechnical) services are included in the scope of work, **Thompson Engineering** is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, physical devices and facilities, pipelines or buried cables unless specifically included in writing in this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition. Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes, shall be paid for by Client as extra services in accordance with section 2

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports

Single Project Agreement General Terms and Conditions

may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of **Thompson Engineering**.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. NOT USED

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson Engineering** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson Engineering** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. NOT USED

12. ASSIGNS

- 134 -

Neither the Client nor **Thompson Engineering** may delegate, assign, subcontract or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Thompson Engineering's** report or shown on sketches will be based upon information furnished by others or estimates made in the field by **Thompson Engineering's** representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, **Thompson Engineering** reserves the right to deviate a reasonable distance from the location specified. **Thompson Engineering** reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Thompson Engineering** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Thompson Engineering's** standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will **Thompson Engineering** take the initiative in issuing this order. **Thompson Engineering** will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. **Thompson Engineering** can make temporary repairs at the time of **Thompson Engineering's** inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, **Thompson Engineering** will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from **Thompson Engineering's** temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, **Thompson Engineering** shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and **Thompson Engineering**, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow **Thompson Engineering** to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Single Project Agreement General Terms and Conditions

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, and any entity performing any portion of the work, or any agents or employees of any of them. **Thompson Engineering** does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should **Thompson Engineering** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson Engineering** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise **Thompson Engineering**, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall

retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. NOT USED

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson Engineering** and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.



**Single Project Agreement
General Terms and Conditions**

Approved and Authorized by:

(Client)

By: _____
As its: _____
Date: _____

Address: _____

Thompson Engineering, Inc.

By: _____
As its: Branch Manager Savannah Office
Date: _____

Address: 517 E Congress Street
Savannah, GA 31401

Individual with authority and the company responsible for payment of Thompson Engineering, Inc.'s services.

Please return executed copy of these terms and conditions to the attention of:
George "Geep" Bockhold, P.E. / Laura Key
Cell: (251) 490-6755
Office (912) 335-4934

Backup material for agenda item:

24. City Council approve a budget amendment for the FY19 River's End Campground to transfer \$50,000 from Contingency to Buildings



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: December 13, 2018

Item: : The purpose of this agenda item is to request that the City Council approve a budget amendment for the FY2019 Rivers End Campground & RV Park Fund's budget to transfer \$50,000 from the Contingency line item to the Buildings line item in order to pay for the construction and engineering cost to acquire a new bathhouse.

Explanation: The River's End Campground and RV Park fund's fiscal year 2019 budget includes a budget of \$250,000 to construct or purchase a new bathhouse facility. The project requires that an additional \$50,000 is added to the budget to pay for engineering costs.

Budget Line Item Number (if applicable):

1. Buildings - \$300,000 – project increased from \$250,000 to \$300,000
 - a. 555.6180.54.1310
2. Contingency - \$132,641 – line item decreased by (\$50,000) from \$182,641 to \$132,641 in order to transfer the money to the Buildings line item.
 - a. 555.9000.61.1000

Paper Work: _____ Attached*
**

Submitted by: Angela Hudson, Finance Director

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

Dec. 6, 2018

Backup material for agenda item:

25. FY 19 SPLOST 2014 Budget Amendment



ATTACHEMENT A - SPLOST 2014 FUND 322 12-13-2018 BUDGET AMENDMENT

FUND	DEPT	OBJECT	ACCOUNT DESCRIPTION	FY-2019	FY-2019	FY-2019	FY-2019	FY-2019	DESCRIPTION	
				CURRENT BUDGET	Y-T-D and ENCUMBERED	BUDGET BALANCE	@ 12/13/2018 BUDGET AMENDMENT	@ 12/13/2018 AMENDED BUDGET		
FUND 322 SPLOST 2014 EXPENDITURES										
Police Department										
322	3210	54	2100	Machinery & Equipment	39,000.00	0.00	39,000.00	30,500.00	69,500.00	Body Cameras (\$41,000); and Axxon Cameras (\$29,000)
322	3210	54	2200	Vehicles - Police	120,000.00	0.00	120,000.00	(120,000.00)	0.00	Removed the purchase of 4 vehicles
	3210 Total				159,000.00	0.00	159,000.00	(89,500.00)	69,500.00	
Fire Department										
322	3510	54	2100	Machinery & Equipment	15,000.00	0.00	15,000.00		15,000.00	Kubota
322	3510	54	2200	Vehicles - Fire	268,000.00	0.00	268,000.00	8,000.00	276,000.00	Mobile Command Unit & equipment
	3510 Total				283,000.00	0.00	283,000.00	8,000.00	291,000.00	
Public Works Department										
Public Works Administration										
322	4210	54	1410	Infrastructure (roads & sidewalks)	74,000.00	0.00	74,000.00	10,000.00	84,000.00	Old Tybee Road re-surfacing project
322	4210	54	2100	Machinery & Equipment	0.00	0.00	0.00	0.00	0.00	
	4210 Total				74,000.00	0.00	74,000.00	10,000.00	84,000.00	
Public Works - Storm Drainage										
322	4250	54	1410	Infrastructure (drainage)	178,000.00	0.00	178,000.00	(178,000.00)	0.00	Removed 14th Drainage Project until FY20
	4210 Total				178,000.00	0.00	178,000.00	(178,000.00)	0.00	
Public Works Administration										
322	4970	54	2510	Marsh Hill Trail TAP Match	12,420.00	0.00	12,420.00		12,420.00	Marsh Hen Trail
	4970 Total				12,420.00	0.00	12,420.00	0.00	12,420.00	
Cultural & Recreation										
Beach Related (Public Works)										
322	6125	54	1402	Beach Renourishment	0.00	0.00	0.00		0.00	
322	6125	54	2105	Beach Crossovers	140,270.00	0.00	140,270.00	(140,270.00)	0.00	Removed beach cross over project.
	6125 Total				140,270.00	0.00	140,270.00	(140,270.00)	0.00	
Parks Division (Public Works)										
322	6210	54	1100	Site Improvements	460,000.00	0.00	460,000.00		460,000.00	Jaycee Park Site Improvements
322	6210	54	2100	Machinery & Equipment	0.00	0.00	0.00		0.00	
	6210 Total				460,000.00	0.00	460,000.00	0.00	460,000.00	
Other Financing Uses										
322	9000	61	1000	Contingency	7,772.29	0.00	7,772.29	389,770.00	397,542.29	
	9000 Total				7,772.29	0.00	7,772.29	389,770.00	397,542.29	
	SPLOST 2014 Expenditures				1,340,575.29	0.00	1,340,575.29	0.00	1,340,575.29	

Backup material for agenda item:

26. Out of State Travel to Los Angeles, CA for GFOA Conference for Finance Director and Purchasing/Accounting Clerk



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: December 13, 2018

Item: The Finance Department is requesting the City Council’s approval for the Finance Director and Purchasing\Accounting Assistant to travel out of state to attend the annual Government Finance Officers Association held in Los Angeles, CA from May 16, 2019 to May 23, 2019.

Description: Out of State Travel to Los Angeles, CA for GFOA Conference for Finance Director and Purchasing\Accounting Clerk

Explanation:

The purpose of this agenda item is to request out-of-state travel for the Finance Director and Purchasing\Accounting Clerk to attend the annual Government Finance Officers Association (“GFOA”) seminar that will be held in Los Angeles, CA from May 16 to May 23, 2018. The cost of the travel includes three pre-conference courses that we would like to attend.

The Employee Travel Authorization Form for the Finance Director and Purchasing\Accounting Clerk are included as an Attachment with this agenda item, along with the other details regarding the conference.

Budget Line Item Number (if applicable):

	Expenses	A. Hudson	M. Freeman	Finance Director	Accounting Division	G/L Account Description
Hotel 5/16/19 to 5/23/19	\$ 2,170.53	\$ 2,170.53	100.1510.52.3700	100.1512.52.3700	Travel & Related	
Per Diem	\$ 528.00	\$ 528.00	100.1510.52.3700	100.1512.52.3700	Travel & Related	
pre-conference	\$ 480.00	\$ 480.00	100.1510.52.3500	100.1512.52.3500	Education & Training	
Conference	\$ 420.00	\$ 420.00	100.1510.52.3500	100.1512.52.3500	Education & Training	
Air Fare	\$ 1,534.00	\$ 1,534.00	100.1510.52.3700	100.1512.52.3700	Travel & Related	
Airport Parking	\$ 64.00	\$ 64.00	100.1510.52.3700	100.1512.52.3700	Travel & Related	
Taxi	\$ 100.00	\$ 100.00	100.1510.52.3700	100.1512.52.3700	Travel & Related	
Mileage	\$ 32.40	\$ 32.40	100.1510.52.3700	100.1512.52.3700	Travel & Related	
Total	\$ 5,328.93	\$ 5,328.93				

Paper Work: Attached*
 Already Distributed
 To Be Handed Out at Council Meeting (by Requester)
 Audio/Video Presentation**

Submitted by: Angela Hudson, Finance Director

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

Comments: _____

December 13, 2018

Date given to Clerk of Council



EMPLOYEE TRAVEL AUTHORIZATION FORM

EMPLOYEE NAME:	Angela Hudson	EMPLOYEE ID	n/a
DEPARTMENT	05/16/2019	DEPARTURE DATE	05/23/2019
POSITION TITLE		RETURN DATE	
DESTINATION (City, State/Country)			

BUSINESS PURPOSE (Check one):

Conference <input type="checkbox"/>	Legal-Law Enforcement <input type="checkbox"/>	Meeting <input type="checkbox"/>
Repair-Maintenance <input type="checkbox"/>	Training <input type="checkbox"/>	Economic Development <input type="checkbox"/>
General Expense/other <input type="checkbox"/>	Shopping <input type="checkbox"/>	Employee-exchange program <input type="checkbox"/>
		Legislator <input type="checkbox"/>
		Committee related <input type="checkbox"/>

EXPLANATION OF TRAVEL (attach additional information as necessary)
 Annual Government Finance Officers Association conference held in Los Angeles, CA. Starting May 16, 2019 through May 23, 2019. The registration fee includes pre-conference fees of \$480 (three courses), in addition to the regular conference fee of \$420.00.

EXPENSES	Payment Method	Est. Cost
Airfare	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	1,534.00
Mileage (personal vehicle)	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	32.40
Rental Vehicle	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
Other Transportation	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	164.00

EXPENSES	Payment Method	Est. Cost
Lodging	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	2,171
Meals	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	528
Registration Fee	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	900
Other Expense	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
TOTAL ESTIMATED COSTS		5328.93

Important: When applicable, complete "Authorization of Employee Expenses to be Paid by a Third-Party Organization"

EMPLOYEE CERTIFICATION
 By signing below, I certify the requested travel is appropriate and necessary for conducting official City business, and agree to comply with the City of Tybee Island's Travel Policy.

 SIGNATURE _____
DATE

DEPARTMENT HEAD (or Designee) AUTHORIZATION

APPROVED **DISAPPROVED**

PRINTED NAME & TITLE			
SIGNATURE		DATE	

CITY MANAGER AUTHORIZATION for OUT-OF TOWN OR COUNTRY TRAVEL

APPROVED **DISAPPROVED**

SIGNATURE		DATE	
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EMPLOYEE TRAVEL AUTHORIZATION FORM

EMPLOYEE NAME:	Melissa Freeman	EMPLOYEE ID	n/a
DEPARTMENT	05/16/2019	DEPARTURE DATE	05/23/2019
POSITION TITLE		RETURN DATE	
DESTINATION (City, State/Country)			

BUSINESS PURPOSE (Check one):

Conference <input type="checkbox"/>	Legal-Law Enforcement <input type="checkbox"/>	Meeting <input type="checkbox"/>
Repair-Maintenance <input type="checkbox"/>	Training <input type="checkbox"/>	Economic Development <input type="checkbox"/>
General Expense/other <input type="checkbox"/>	Shopping <input type="checkbox"/>	Employee-exchange program <input type="checkbox"/>
		Legislator <input type="checkbox"/>
		Committee related <input type="checkbox"/>

EXPLANATION OF TRAVEL (attach additional information as necessary)
 Annual Government Finance Officers Association conference held in Los Angeles, CA. Starting May 16, 2019 through May 23, 2019. The registration fee includes pre-conference fees of \$480 (three courses), in addition to the regular conference fee of \$420.00.

EXPENSES	Payment Method	Est. Cost
Airfare	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	1,534.00
Mileage (personal vehicle)	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	32.40
Rental Vehicle	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
Other Transportation	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	164.00

EXPENSES	Payment Method	Est. Cost
Lodging	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	2,171
Meals	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	528
Registration Fee	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	900
Other Expense	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
TOTAL ESTIMATED COSTS		5328.93

Important: When applicable, complete "Authorization of Employee Expenses to be Paid by a Third-Party Organization"

EMPLOYEE CERTIFICATION
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 SIGNATURE _____
DATE

DEPARTMENT HEAD (or Designee) AUTHORIZATION

APPROVED **DISAPPROVED**

PRINTED NAME & TITLE			
SIGNATURE		DATE	

CITY MANAGER AUTHORIZATION for OUT-OF TOWN OR COUNTRY TRAVEL

APPROVED **DISAPPROVED**

SIGNATURE		DATE	
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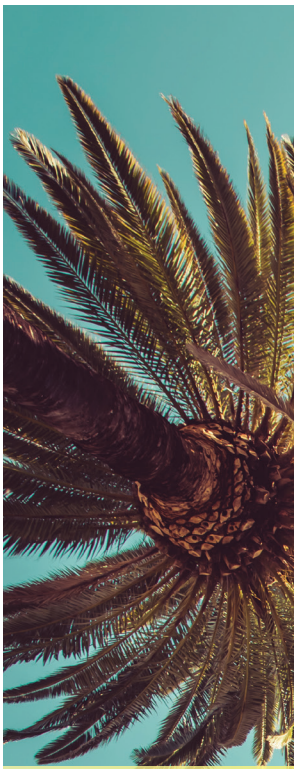
Government Finance Officers Association

GFOA's 113th Annual Conference

May 19-22, 2019

**LOS ANGELES
CONVENTION CENTER**

California



**Go to www.gfoa.org
to register today!**

Earn more than 20 CPE credits

#GFOA2019





About Los Angeles

The undisputed entertainment capital of the world, Los Angeles invented the magic of movies and television. Discover L.A.'s vibrant regions, incredible diversity of cultures, attractions, hotels, restaurants, museums, and activities; not to mention L.A.'s stunning beaches and picturesque mountains. Temperatures in May range from 60 to 75 degrees, and you can expect long, sunny days.

For more information about what Los Angeles has to offer, go to www.discoverlosangeles.com.

Get ready to experience the best of L.A. with GFOA—we can't wait to see you in May!



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MESSAGE FROM GFOA PRESIDENT

Invest in Yourself and Your Organization

Dear Colleague:

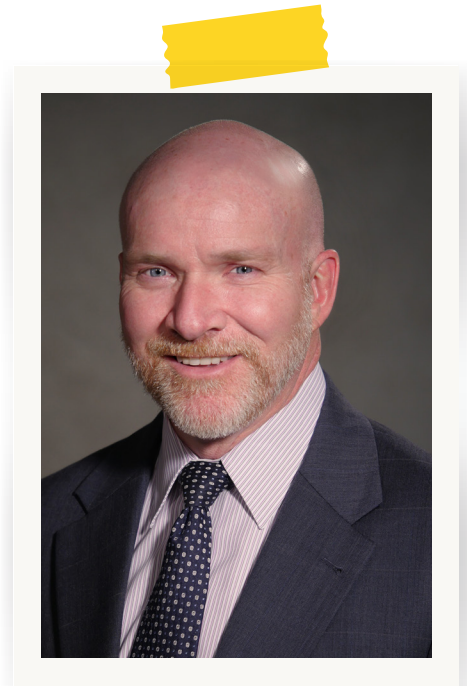
It is my pleasure to invite you to GFOA's 113th Annual Conference, May 19–22, 2019, in Los Angeles, California. GFOA's Annual Conference encourages and prepares government finance officers to take a leadership role within their organizations. Through a variety of sessions and keynote addresses, you'll learn best practices, policies, and procedures to apply to your government as well as techniques and skills to enhance your professional development. Plus, there are countless networking opportunities to exchange ideas with peers from across the country and around the world!

As government finance officers, it is important for us not only to be equipped with relevant resources to perform our daily work, but to act now to grow our communities: What can we do today to attract and retain the next generation of finance officers? How do we ensure the financing and funding of infrastructure? How can we continue to inform our constituents about what's happening at the federal level?

Attend GFOA's Annual Conference to learn new knowledge about key public finance issues and how to put into practice what you learn in your government and community. I hope you will join us. See you in Los Angeles!



Steven Gibson
GFOA President
Deputy City Manager
City of Rock Hill, South Carolina



CONFERENCE OVERVIEW

WHY ATTEND?

CONCURRENT SESSIONS. A rich array of concurrent sessions cover a broad range of topics, allowing participants to tailor their conference experience to their own needs and circumstances.

PRECONFERENCE SESSIONS. Special preconference sessions provide an opportunity to explore selected topics of interest in even greater depth.

GENERAL SESSIONS. Experience direct contact with nationally recognized speakers addressing topics important to public finance professionals.

DISCUSSION GROUPS. Meet peers and discuss topics directly relevant to school districts, utilities, large governments, small governments, and the next generation of finance officers.

NETWORKING OPPORTUNITIES. Renew contacts and build your professional network.

SOCIAL EVENTS. Connect with colleagues during GFOA's Welcome Breakfast and Closing Event.

CPE CREDIT. Earn more than 20 CPE credits at the annual conference, with even more credits available for those who elect to participate in preconference sessions.

EXHIBIT HALL. GFOA's exhibit hall will put participants in contact with vendors that offer practical tools and solutions for a broad range of professional challenges. Stroll through the hall to view new products, ask questions, and see live demonstrations of services that can save your government time and money. Join us on Sunday morning to kick off this year's hall with a ribbon-cutting ceremony! Watch for new events in the exhibit hall!

If you know vendors that should be exhibiting at this year's show, please e-mail conference@gfoa.org.

SCHEDULE OF EVENTS

PRECONFERENCE SEMINARS

May 17, 2019

8:30 am – 4:30 pm
8:30 am – 12:30 pm
1:00 pm – 5:00 pm

May 18, 2019

8:30 am – 12:30 pm
1:00 pm – 5:00 pm

WELCOME BREAKFAST

May 19, 2019

8:30 am – 10:00 am

CONCURRENT SESSIONS

May 19, 2019

1:30 pm – 2:20 pm — *General Session*
2:40 pm – 3:30 pm
3:45 pm – 4:45 pm

May 20, 2019

8:30 am – 10:10 am — *General Session*
10:30 am – 12:10 pm
12:10 pm – 1:10 pm — *Lunch*
1:30 pm – 2:20 pm
2:40 pm – 3:55 pm
4:15 pm – 5:30 pm

CONCURRENT SESSIONS

(continued)

May 21, 2019

8:30 am – 10:00 am — *General Session and Annual Business Meeting*

10:20 am – 12:00 pm
12:15 pm – 1:15 pm — *Lunch*
2:00 pm – 3:15 pm
3:35 pm – 4:50 pm

May 22, 2019

8:30 am – 10:10 am
10:30 am – 12:10 pm

EXHIBITS

May 19, 2019

10:00 am – 1:30 pm — *To open the hall, festivities will include a ribbon-cutting ceremony and giveaway prizes to the first 113 delegates to enter the hall (excludes guests and children).*

May 20, 2019

11:00 am – 4:30 pm

May 21, 2019

10:00 am – 2:00 pm

CLOSING EVENT

May 21, 2019

7:30 pm – 10:00 pm — *This event will take place at the Microsoft Theater*



The following events (unless otherwise noted) will be held at Los Angeles Convention Center, 1201 S. Figueroa Street, Los Angeles, California 90015

MEMBERSHIP AND FIRST-TIMERS SCHOLARSHIP

NOT A MEMBER? JOIN TODAY!

Become a member of GFOA and join forces with nearly 20,000 colleagues dedicated to enhancing and promoting the professional management of governments for the public benefit.

As a member of GFOA, you have access to:

- Best Practice guidance
- Training
- Technical Services
- Awards Programs
- Consulting
- Networking
- Discounts
- e-Newsletter
- *Government Finance Review* magazine

DO YOU TEACH OR WORK WITH STUDENTS?

If you know a student or have a contact at a local college or university who is interested in exploring options in government finance, we want to help students set up GFOA chapters at their schools. Students in GFOA chapters will receive complimentary membership and will have access to GFOA's best practice information, e-Newsletter, *Government Finance Review* magazine, and GFOA's member network. Please e-mail contacts to studentchapters@gfoa.org.

GFOA also offers student memberships for \$25 to full-time unemployed students who are not in a student chapter.

If you're interested in receiving student brochures to distribute in your office or classroom, e-mail membership@gfoa.org.

ALREADY A MEMBER?

Encourage your colleagues to join whether they're in the public or private sector: add members to your government's existing membership or encourage your peers who are interested in public finance but practicing in the private sector to join as Associate members. If you have any questions about membership, e-mail membership@gfoa.org.

GFOA IS COMMITTED TO YOUR GROWTH APPLY FOR A FIRST-TIME ANNUAL CONFERENCE ATTENDEE SCHOLARSHIP

The Annual Conference is an incomparable opportunity for professional growth, and we want all GFOA members to have the chance to attend. For that reason, we are pleased to offer the First-Time Annual Conference Attendee Scholarship program to GFOA active government members. In five years, the scholarship has enabled more than 2,200 recipients to attend their first Annual Conference.

DETAILS

- GFOA will award up to 50 scholarships per state or province.
- Applicants must be GFOA active government members who have never attended an Annual Conference. We've made it easy—applicants who are not yet GFOA members can use the scholarship application to join GFOA all in one step!

BENEFITS

- The scholarship **covers the full conference registration fee**.
- Scholarship recipients will participate in GFOA's **mentorship program** during the Annual Conference as an introduction to the event and also the many ways to become more involved with GFOA.
- Scholarship recipients are invited to kick-off their experience at the **First-Timers Brunch**. Attendees will have the opportunity to network with their peers and mentors, GFOA's Executive Board, and staff.

GFOA active government members who have never attended the Annual Conference before are encouraged to submit an application request to firstannualconference@gfoa.org.



Go to www.gfoa.org to read about GFOA member benefits and to download a membership application and fee schedule today!

Welcome to
Los Angeles

GFOA CONFERENCE TO HIGHLIGHT THREE “KEYNOTE” SPEAKERS

GFOA’s 113th Annual Conference will include a keynote speaker during each general session on Sunday, Monday, and Tuesday. As a recognized expert, leader, or visionary, each speaker will provide delegates with a perspective on current events, public finance knowledge, essential leadership skills, and personal development. Keynote speakers will be announced on GFOA’s website.

GFOA will also provide several “featured” sessions on the daily schedule that will cover the latest developments in public finance, exemplary speakers, or topics in high demand.

CONCURRENT SESSIONS

GFOA’s Annual Conference will include more than 75 concurrent sessions featuring leading practitioners, subject matter experts, and top researchers. Each session will contain a panel of speakers carefully selected to provide best practice guidance, discussion of current events, case studies, debate, and interactive exercises to cover a complete suite of topics pertinent for finance officers of all types and representing all forms of state and local governments. GFOA’s concurrent sessions will be organized into separate “core” tracks that focus on essential elements within public financial management. GFOA will also place an emphasis on emerging topics that provide finance officers with information critical to supporting their organizations and communities in today’s current environment.

CORE TRACKS

Accounting, Auditing, and Financial Reporting
 Budgeting and Financial Planning
 Capital Finance
 Debt Management
 Leadership and Management
 Pension and Benefit Administration
 Risk Management and Security
 Treasury and Investment Management
 Canadian Focus

SERIES HIGHLIGHTS

Ethics
 Fiscal Sustainability
 Disaster Management
 Skill Building and Personal Development
 Technology
 Transparency
 Public Finance 101
 Federal Focus
 Networking Sessions*

*Dedicated networking sessions are listed on page 11

Each core track will feature approximately 7-10 sessions focused on GFOA’s best practices related to the topic. Attendees can also target a series of sessions that will feature cross-cutting principles, strategies, or tools that provide additional skills and approaches for finance officers to succeed in today’s challenging environment.

A sampling of sessions is listed here. A complete list of sessions along with speakers and specific times for each session will be announced in January 2019.

Session Tracks

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

In recent years there have been numerous changes to accounting and auditing standards. Consequently, government finance officials need to make sure that they and their staff are current with new developments. GFOA advocates that state and local governments prepare financial statements in accordance with generally accepted accounting principles (GAAP), and is dedicated to providing participants with information to better understand the changing requirements. The conference will include sessions that focus on accounting and financial reporting topics ranging from new Governmental Accounting Standards Board (GASB) pronouncements to how to prepare for an audit.

FEATURED SESSIONS WILL INCLUDE:

- Accounting and Auditing: Year in Review**
 Speakers will provide a comprehensive overview of the key developments in accounting, auditing, and financial reporting that affect state and local governments. Topics covered will include recently promulgated standards, upcoming implementations and related practice issues, as well as developments related to current GASB projects likely to affect issuers and auditors in the near future.
- Making a List and Checking It Twice: A Guide to the GFOA CAFR Award**
 GFOA has recently updated and reformatted the checklist of generally accepted accounting principles (GAAP) and program requirements for the Certificate of Achievement for Excellence in Financial Reporting (CAFR Award) Program. In addition to incorporating new GAAP and citations referencing the GASB’s Codification, the checklist focuses additional attention on newer, more complex standards, such as those related to pension and OPEB, while condensing somewhat coverage of other topics. Continuing and prospective CAFR Award applicants and Special Review Committee members looking for the inside scoop as well as anyone interested in preparing a better CAFR, should attend to learn how to make the most of this notable resource. This session will also include discussion of selected common reporting deficiencies noted by reviewers.
- Or We Could Just Buy It....**
 GASB Statement No. 87, *Leases*, requires lessor and lessee governments to analyze existing lease agreements to properly measure and report assets, liabilities, revenues, expenditures, and deferred items associated with the new standard. This will have significant ramifications in terms of increasing the level of long-term debt reported by governments that use leased facilities and equipment in their operations. Speakers for this session will provide practical implementation tips including a walk-through of the steps required for analyzing and recording example

leases under GASB 87, the inferring of interest rates when the rate charged by the lessor is unknown, and the use of GFOA's lease resource tool.

- **Back to the Future: Update on GASB's Reporting Model and Recognition Projects**

GASB continues to evaluate making changes to its reporting model, which received its last comprehensive review in the project leading to the adoption of GASB Statement No. 34, issued in 1999. At the same time, the GASB examines the way governments currently report all revenues and expenses. This could have wide-ranging effects on the method and timing of revenue and expense/expenditure recognition both government-wide and in all types of funds. Speakers will provide an update on both of these important projects. Attend so you can provide feedback to the GASB and comment on how these potential changes will affect your government.

- **It's an Inside Job: Developing an Internal Audit Function**

Having an internal audit function provides government officials with an important tool to monitor and evaluate internal control activities that are essential to meeting their government's objectives. Learn why governments should have an internal audit function and how a government can develop and operate an effective one. For governments interested in contracting the internal audit, the session will discuss the pros and cons of outsourcing this function, and how to oversee contract auditors to assure effectiveness.

BUDGETING AND FINANCIAL PLANNING

An organization's budget process sets policy, identifies operational goals, and provides a financial plan for all spending throughout the period. The budget also acts as a building block for establishing long-term fiscal sustainability, organizational resilience, financial stewardship, and public trust. GFOA best practices, budget resources, and budget framework developed with the National Council on State and Local Budgeting provide the foundation for an organization's allocation of resources to meet community goals and promote fiscal sustainability. In order to complete a successful budget, GFOA understands that finance officers must be both technically savvy and able to manage the budget process while coordinating resources from across the organization. Sessions will include how to build budgeting skills as well as how to enhance leadership strategies to improve an organization's budget process.

FEATURED SESSIONS WILL INCLUDE:

- **Strategic Planning and Budgeting**

Just about every organization has something called a strategic plan, but few truly have a plan to use that information in a strategic way throughout the budget process. This session will go beyond the buzzwords,

consulting jargon, and "pretty pictures" to discuss how to really develop and implement a strategic plan that can be used to guide an effective budget process. Speakers will discuss how to define goals, best utilize citizens, the role of elected officials, and how to transition from long-term strategic objectives to resource allocation.

- **Adjusting to Changing Service Levels**

Budgeting requires funding services to meeting community conditions. For most governments, the traditional budget process supports maintaining the status quo, but this is not always appropriate. Rising costs, changing demographics, societal pressures, economic development, and major challenges facing a community from job loss to opioids to homelessness to gentrification can cause significant shifts in service demand and delivery. What is a finance officer's role in helping operating departments through these changing service needs? Speakers will discuss lessons learned and how they have worked with operating departments to address challenges related to budgeting for changing service levels and developing public services to meet an ever-dynamic environment.

- **Financial Transparency in the Modern Era**

As stewards of shared resources, finance officers are tasked with managing public funds in an efficient and effective manner. Inherent in this role is an expectation of accountability and transparency to the community being served. As the availability of information has grown, the methods of accountability and transparency have rapidly evolved. This session will explore the meaning and purpose of financial transparency and how budget and performance information can clearly be communicated to the public. Speakers will address what financial transparency is in the modern era and why it's important to enhance financial reporting and budgeting.

- **Thinking Like a Bear: How to Prepare for a Recession**

Are we headed for a recession? Some economists are worried economic expansion will not continue and warn to tread cautiously. Recognizing strong revenues might not continue, and some governments are already preparing for a bear market. In this session practitioners from local governments will share their preparation strategies for thinking about budgeting over the long term. Speakers will discuss an economic outlook on state and local governments and provide perspective on unique considerations for state and local governments.

CAPITAL FINANCE

Effective financing of infrastructure and capital equipment is a core aspect of public finance and is critical to having the appropriate capacity to deliver government services, develop strong communities, and ensure fiscal sustainability. Finance officers play an important role in managing a government's capital program and need to be able to maintain existing

assets, develop long-term plans, and finance new projects. Sessions will focus on GFOA's best practices and on implementing policies and procedures to develop a capital improvement plan (CIP), prepare a capital budget, monitor capital projects, and maintain existing assets.

Featured sessions will include:

- **Mission Impossible: Investing in Infrastructure**
According to the most recent Report Card for America's Infrastructure from the American Society of Civil Engineers (ASCE), the physical condition and needed investment for infrastructure in the United States was graded a D+. A large portion of the infrastructure in the United States is considered to be in poor to fair condition and approaching the end of its service life. This session will highlight potential solutions from finance officers and other technical experts. Speakers will also discuss how governments can implement strategies for infrastructure and address the political realities impacting these issues.
- **Field of Dreams: Economic Development with Tourism**
Whether it's recruiting the next big business, building a sports stadium, or competing for a large convention, economic development is about generating economic activity beyond the sum of a community's parts. This session will focus on several different concepts of economic development and the pros and cons of each. Ranging from sports to entertainment to good, old-fashioned fun in the sun, speakers will discuss both positive and negative experiences and identify lessons learned with each project. Speakers will also cover how to monitor a project to ensure promised benefits are developing as planned.

DEBT MANAGEMENT

Governments issue hundreds of billions of dollars each year in municipal bonds to finance critical infrastructure. Issuing the debt requires detailed analysis, involvement of outside experts, and thorough understanding of the muni market. In addition, after the debt is issued, governments must comply with a complex set of regulations, requirements, and ongoing responsibilities. Sessions at the conference related to debt management will focus on types of debt, use of counsel, rating agencies, trends in the market, continuing disclosure, and updates on federal legislation and regulation.

FEATURED SESSIONS WILL INCLUDE:

- **Replacing LIBOR**
Starting in 2022, the Secured Overnight Financing Rate (SOFR) will replace the London Interbank Offered Rate (LIBOR) as the benchmark for derivative and swap transactions in the municipal market. This session will summarize work done so far by representatives from GFOA to the Alternative Reference Rate Committee (ARRC) on the transition to the alternative rate. Speakers will also discuss the complexities of the conversion process to inform issuers on

how they should approach existing and future transactions.

- **A Few Good Advisors: Types of Counsel Available to Issuers**
Common legal roles in bond transactions are issuer counsel, bond counsel, underwriter counsel, disclosure counsel, and special tax counsel. For issuers that are infrequently in the market, distinguishing between who to engage and when, is important and often a confusing part of the issuance and management of debt. Speakers will also share their insights on how best to interact with legal advisors.
- **Bank Loan Disclosure Goes to Washington**
The Securities and Exchange Commission (SEC) recently approved amendments to Rule 15c-212 that will affect the entire municipal bond market. While the SEC Rules do not directly require issuers of municipal securities to adhere to disclosure requirements, issuers have a responsibility to abide by their continuing disclosure agreements (CDA). Language related to disclosing bank loans and capital leases is required in CDAs beginning in February 2019. This session will discuss how the issuer community has responded to the amendments and what finance officers can expect moving forward.
- **Hot Topics in the Muni Market**
Finance officers and other government leaders all clearly understand that local governments are on the front line when responding to threats from sea level rise, natural disasters, and cyber security. Finance officers must also understand that these threats can significantly impact a local government's ability to manage its debt. Speakers in this session will discuss what finance officers and debt managers need to be aware of before and after their municipality responds to a crisis.

LEADERSHIP AND MANAGEMENT

Successful finance officers must possess the technical skills to understand the ever-complex field of public finance, but also need the management skills and leadership traits to effect change, implement best practices, position their organization for financial sustainability, and support operations to build strong communities. GFOA is committed to helping finance officers reach their career potential by offering professional development opportunities for the "soft skills" related to ethics, communication, building relationships, supervising employees, working with elected officials, and more.

FEATURED SESSIONS WILL INCLUDE:

- **Don't Give Up, Manage Up: How to Deal with a Difficult Boss**
Ideally, all GFOA members would have great managers who help them succeed and make them feel valued. Unfortunately, not everyone has this ideal situation. In fact, in GFOA's recent survey on employee engagement and job transitions, the number one reason stated for a member to

leave an organization was a conflict with their supervisor. During this session speakers will discuss strategies on how to manage up, evaluate the overall situation at hand, and assess if it is really time for a change.

- **Tips from Senior CFOs**

It is challenging to prepare for the role of a chief financial officer. Each day is different, being flexible and learning on the job is key, and navigating how to provide technical expertise while communicating in a political environment can be difficult. This session will feature several “senior CFOs” who will share lessons learned from their careers. Stories will highlight case study examples of successes and failures to advise on actions you should take or avoid in your own career.

- **Outsourcing the CFO**

Governments can turn to a “contracted CFO” by bringing in a consultant or contract worker to serve the duties regularly held by a full-time employee. This strategy can bridge short-term turnover issues, provide experience and skills not found in the current labor pool, or address daunting financial sustainability issues. Regardless of the reason, this can also create many challenges for an organization. This session will provide strategies and tips for all involved in this situation, including individuals interested in becoming a “1099 CFO,” organizations exploring a potential hire, and employees who work for one.

- **Peace in Admin Services: Playing Nicely with the HR Department**

Finance officers and human resource managers make up and provide core administrative services that in many organizations are split into two departments. This can lead to tension, conflict, and inefficiency. This session will feature both finance and human resource professionals and go over how to work better together. Speakers will discuss leadership styles, service level agreements, policies, and business process strategies for creating a more cohesive delivery of services to support your government.

TREASURY AND INVESTMENT MANAGEMENT

At its core, treasury management involves implementing appropriate procedures for the receiving and dissemination of funds and having an investment strategy that protects the safety, liquidity, and yield of a government’s financial assets. Managing those assets, however, also requires detailed knowledge in investment strategy, cash management, internal control, technology, and risk mitigation, and working effectively with a network of service providers, including banks, advisors, and other financial service providers. Sessions will focus on providing information for challenges facing finance officers from governments of all sizes.

FEATURED SESSIONS WILL INCLUDE:

- **Your Check is Not in the Mail: Understanding Electronic Payment Methods for Receivables**

As more options for electronic payments become available, local governments may look to new technology as a way to better serve the public. The expansion of traditional online payment methods as well as new options like virtual wallets, mobile apps, self-service devices, and other payment applications, requires finance officers to understand both the benefits and limitations of each and to make decisions that balance the interests of the government and the customer service demands of the public. This session will explore the world of electronic payments, discuss the necessary internal controls and systems to accept different electronic payments, and walk through recommended receivables policies for local governments.

- **What Goes Down, Must Come Up: Investing in a (Finally) Growing Interest Rate Environment**

Ten years after the Great Recession, the market landscape has changed significantly for local governments. As interest rates continue to grow, local governments may begin to reevaluate their existing investment policies. This session will detail notable market trends and their implications for local government investment portfolios as well as discuss best practices in investment policies for municipalities.

- **P-Cards: How to Integrate into an Effective Purchasing Function**

Even as online procurement mediums and purchasing card technology has significantly evolved in recent years, implementation of a comprehensive P-card function can still be challenging from a process, technology, and management perspective. This session will focus on the pros and cons of P-cards, how to manage the implementation of a P-card program, and tips for developing, training, and enforcing organizational policies on P-card use. Items of discussion will be P-card policies, building a relationship with your P-card provider, preventing fraud, integration of P-cards with your ERP system, and managing difficult departments/users.

- **Perspectives in Counterfeit Currency and Fraud Schemes**

Every local government finance officer worries about fraud both internal and external to the Finance office. Fraud and counterfeiting schemes continue to pop up around the country, leaving many local governments searching for ways to protect themselves. In this session fraud investigators will discuss their view of the government fraud and counterfeit landscape, methods for identifying fraud, waste and abuse in the finance office, and internal controls local governments can put into place to help safeguard against such events.

PENSION AND BENEFIT ADMINISTRATION

GFOA members have identified health-care costs and pension liabilities as two of the most pressing challenges facing governments. Recent changes in accounting rules have highlighted the financial impact of these employee benefits, but the reality of pension and health-care cost trends have been clear for years. Both will continue to increase as a percentage of government spending, creating issues for long-term financial sustainability if not addressed. GFOA conference sessions will present information on market trends, strategies for addressing challenges and lowering costs, and guidance on reforms that will help keep these essential components of public-sector compensation sustainable and effective as tools for recruiting and retaining staff — while ensuring the fiscal health of governments.

FEATURED SESSIONS WILL INCLUDE:

- **DC Plans in the Public Sector: An Update**
Since the Great Recession, defined contribution (DC) plans have increasingly garnered attention among public employers. Join this session to hear how DC plans have evolved in the public sector and some of the top issues they face, including the challenges of keeping participants in the plan and creating lifetime income streams for plan participants. This session will feature a discussion by administrators of DC plans and the various strategies they have adopted, including asset allocation and plan offerings.
- **Public Pension Trends: What a Finance Officer Should Know**
What is going on in the world of public pensions? This session will highlight trends seen across pension plans and the implications that they have on state and local government finance offices. Representatives from pension plans and other industry experts will provide updates on changing standards and requirements and what finance officers should be aware of for the coming year.
- **Impact of Pension Decisions on Credit Ratings**
With increased emphasis on pension decisions, how does plan management affect a state and local government's credit rating? Does it differ for single employer, agent employer, or cost-sharing plans? In this session learn about how rating agencies view funding, assumptions, and governance and what effective financial management strategies plan sponsors can take.
- **To Self-Insure?**
With increasing health-care costs, local governments are looking into self-funded employee health insurance. What does being self-funded mean and what does it entail? This session will feature speakers that have adopted this cost containment strategy, their results, and lessons learned.

RISK MANAGEMENT

Risk management involves identifying potential events and developing plans and strategies to mitigate the potential impact and provide for continued business operations, long-term fiscal sustainability, and organizational resilience. Governments face many threats that have the potential for significant financial impact. Finance officers must be able to evaluate risk, manage mitigation strategies, and be prepared to implement crisis solutions when there is a crisis. Sessions will focus on finance officers' specific roles in risk management and helping prepare their organizations for the forces and challenges facing it. Sessions will focus on risks related to cyber security, disaster planning, and overall liability.

FEATURED SESSIONS WILL INCLUDE:

- **Fantastic Voyage: A Look into Security Assessments**
The first step in mitigating risks is evaluating those that you currently face. In this session speakers will discuss security audits and risk assessments to determine technology vulnerability. Topics addressed will include: How are assessments completed? What should organizations expect at the completion of an assessment? What should an organization do if vulnerabilities are found? What are the potential liabilities? Participants will gain a general understanding of the security assessment process, how to conduct one, and the risk factors that are considered.
- **Gone with the Wind: Your Security Walls Are Down**
This session will explore a case study in cyber crime. Speakers will discuss how the victims discovered that their systems were compromised and the impact of the intrusion. Speakers will also describe the steps victims took to successfully (or unsuccessfully) address the issue. The session will close with prevention techniques including non-technology solutions organizations should consider, such as retaining legal expertise, technology insurance, and other measures not normally considered as defenses for the modern office.
- **Future World: What Will Cyber Security Look Like in the Future?**
As governments develop long-term plans, extended forecasts, and prepare for the future, they must also be aware of the risks that the future will bring. The internet of things (IoT), Artificial intelligence (AI), robotics, cloud solutions, and yet to be discovered technologies will bring new and exciting functions to local government. They will also expose governments to newer and different kinds of threats. Speakers will provide a glimpse into the future and describe potential paths to follow to ensure safer operations in the future.

CALIFORNIA



PROGRAM AND PRECONFERENCE SEMINARS

TARGETED NETWORKING SESSIONS

GFOA's Annual Conference provides numerous opportunities for networking with your peers. Many GFOA sessions will feature roundtable panels or opportunities for discussion. GFOA social events also provide time to make connections and build your network. In addition, GFOA has planned special networking sessions for members looking to engage with their peers on specific issues.

Delegates working in any of the following areas should attend these events specifically planned to bring them together with members of similar backgrounds and interests:

- **The “AAA” Club** — GFOA will host a networking session designed specifically for governments that have achieved an AAA rating. This session will allow delegates to discuss the unique challenges in achieving and maintaining that esteemed rating.
- **School Budgeting** — GFOA's Alliance for Excellence in School District Budgeting will meet to provide an opportunity for discussion centered on improving the budget process to best align to strategies for student achievement.
- **Small Government Forum** — GFOA's Small Government Forum is a discussion group that identifies and explores topics of interest to governments with populations less than 25,000.
- **Urban Forum** — GFOA's Urban Forum will provide networking opportunities and speakers on issues facing large organizations for GFOA attendees representing governments from metropolitan areas with over 1,000,000 people.
- **Utility Finance Forum** — Utility finance requires detailed knowledge in rate setting, enterprise accounting, asset management, and understanding regulations. This networking group is composed of GFOA members from utility organizations and municipalities that operate utilities.
- **Women's Public Finance Network** — The Women's Public Finance Network is a voluntary association of elected and appointed officials, and other women finance professionals to encourage active involvement and full participation of women members in the organization, policy-making process, and programs of GFOA.
- **Black Caucus** — GFOA's Black Caucus supports the aspirations and achievements of African-American public finance officers, helps them to pursue professional development opportunities, and sponsors projects to assist African-Americans seeking careers in government finance.

TARGETED NETWORKING SESSIONS CONTINUED

- **Young Professional Networking Event** — As more and more governments experience retirement of the “Baby Boomer” generation, young professionals are ascending to leadership roles. To support that rise, it is essential for young finance professionals to build and maintain their network. This group is focused on GFOA members under 40.

PRECONFERENCE SEMINARS

GFOA's preconference seminars provide an opportunity for attendees to get in-depth training on topics vitally important to finance officers. Come to Los Angeles a day or two early and multiply the benefits you'll get by signing up for these added training offerings. Preconference sessions will be held at the Los Angeles Convention Center.

Friday, May 17, 2019

ALLIANCE FOR EXCELLENCE IN SCHOOL BUDGETING: GFOA ANNUAL CONFERENCE MEETING

Friday, May 17, 2019 | 8:30 am – 4:30 pm
8 CPE credits

GFOA's Alliance for Excellence in School Budgeting is a networked group of districts working collaboratively to implement best practices in school budgeting. This session will provide practical strategies, lessons learned, and case study examples about HOW leading school districts from around the United States have implemented improved budget practices over the past three years. GFOA's best practices in school budgeting is a framework for enhancing a school district's budget and planning processes. The framework includes practical recommendations on all aspects of the process from better collaboration, goal setting, strategy prioritization, utilizing cost effectiveness measurements to the development of a strategic financial plan and how to leverage the budget document as a communications device.

Please note that this is a full-day seminar.

*Friday, May 17, 2019
(continued)*

STRATEGIES FOR PROFESSIONAL GROWTH: BUILDING CONFIDENCE AND INFLUENCE

Friday, May 17, 2019 | 8:30 am – 12:30 pm
4 CPE credits

Have you been hesitant to speak up in a meeting or to interrupt someone speaking? Have you ever chosen words to soften the tone or have you ever downplayed a compliment? How you communicate can be a reflection of your self-confidence. In this preconference session, you will assess your communication style and develop strategies to build an influential voice.

ALL THE QUEEN'S HORSES — BEYOND THE MOVIE

Friday, May 17, 2019 | 1:00 pm – 5:00 pm
4 CPE credits

The city comptroller and treasurer of Dixon, Illinois, stole \$53 million of public funds across 20 years—making her the perpetrator of the largest case of municipal fraud in American history. She used the funds to build one of the nation's leading quarter horse-breeding empires, all while forcing staff cuts, police budget slashing, and neglect of public infrastructure. Her story, and the story of the City has been turned into an award-winning documentary by Kelly Richmond Pope. GFOA will be screening the movie for a limited audience and following will hold a discussion with key "actors" that were involved with both uncovering the fraud and helping the City recover.

IT'S OUT THERE: UNDERSTANDING THE FINANCIAL IMPACTS OF CYBER SECURITY RISK

Friday, May 17, 2019 | 1:00 pm – 5:00 pm
4 CPE credits

Not all finance officers manage IT, but all finance officers will be involved if your organization experiences a cyber attack or data breach. Whether your exposure comes from hacked e-mails, malware, theft of sensitive data, or control of critical infrastructure or industrial systems, the risk is there and it will have a financial impact. This session will focus on the financial risks of cyber security and the steps a finance officer can take to understand the organization's risk exposure, quantify the financial risk, mitigate the impact, and ultimately work to protect the organization against the inevitable.

FINDING THE RIGHT BANKING SERVICES FIT FOR YOU

Friday, May 17, 2019 | 1:00 pm – 5:00 pm
4 CPE credits

Governments rely on banking services to support a variety of critical treasury office processes. Being able to first assess your banking services needs and know about emerging technologies and services are crucial before selecting the right bank. This session will provide an overview of the variety of banking services typically used by governments, emerging trends, tools to develop a robust banking services RFP, GFOA's treasury best practices and resources, and ways to assess banking services fee structures. Speakers will present case studies and engage with attendees throughout this session to facilitate a full understanding of banking services and best practices that should be integrated into your treasury operations.

Saturday, May 18, 2019

AN ACCOUNTANT, AN ACTUARY, AND AN AUDITOR WALK INTO A BAR...

Saturday, May 18, 2019 | 8:30 am – 12:30 pm
4 CPE credits

Who wouldn't want to join them for an in depth and exciting discussion on the accounting, actuarial, and audit concepts and processes related to pension and OPEB? Speakers will discuss the practical application of these topics in a relevant way for all governments. Topics will include selecting actuarial assumptions and their impact, data needed, the valuation process, a walk-through of an actuarial report and crosswalk to financial statements amounts and disclosures, and the role and reliance of external auditors.

ISSUER DISCLOSURE PRACTICES AND INVESTOR RELATIONS PROGRAM

Saturday, May 18, 2019 | 8:30 am – 12:30 pm
4 CPE credits

GFOA has long recommended that issuers have robust bond disclosure practices. Over time, this has become even more important for both primary and continuing disclosures. The course will focus on new amendments to SEC Rule 15c2-12 and provide tools for issuers to understand how to incorporate practices to identify financial obligations where additional disclosures are needed. This session will also include a full detailed review of GFOA's disclosure best practices. Case studies and discussion on creating an investor relations program will also be a part of the program. Topics will include using different technologies to present

PRECONFERENCE SEMINARS

information about your entity and credits to the market, the importance of investor communications, and market reaction to good disclosure and outreach efforts.

DETROIT: PAST, PRESENT, FUTURE

Saturday, May 18, 2019 | 8:30 am – 12:30 pm
4 CPE credits

After four decades of financial challenges, state oversight, and municipal bankruptcy, Detroit was able to emerge with balanced budgets, upgraded credit scores, improved policies and processes, and modern technology. Like all governments, Detroit still faces challenges going forward, but its journey and the lessons learned of its recovery create a case study that is valuable to finance officers from all types of organizations. Attend this session to hear firsthand how Detroit was able to survive its long history of mismanagement and misfortune to emerge from bankruptcy and begin working on creating a financially sustainable organization and resilient community.

ALL THE QUEEN'S HORSES — BEYOND THE MOVIE (ENCORE PRESENTATION)

Saturday, May 18, 2019 | 1:00pm – 5:00 pm
4 CPE credits

The city comptroller and treasurer of Dixon, Illinois, stole \$53 million of public funds across 20 years—making her the perpetrator of the largest case of municipal fraud in American history. She used the funds to build one of the nation's leading quarter horse-breeding empires, all while forcing staff cuts, police budget slashing, and neglect of public infrastructure. Her story, and the story of the City has been turned into an award-winning documentary by Kelly Richmond Pope. GFOA will be screening the movie for a limited audience and following will hold a discussion with key "actors" that were involved with both uncovering the fraud and helping the City recover.

DOING THE RIGHT THING WHEN IT IS HARD: LIVING YOUR ETHICS IN TOUGH SITUATIONS

Saturday, May 18, 2019 | 1:00pm – 5:00 pm
4 CPE credits

Knowing the right thing to do is not that hard. Doing the right thing in the face of pressure to do the wrong thing or at least look the other way can be very hard. In fact, ethical tragedies are often the result of people who sit silently on the sidelines afraid or uncertain of what to do about a transgression. In this session you will work through real-life scenarios of ethical challenges that have occurred in governments. You will learn a distinctive new approach to how to deal with the

situations called, "Giving Voice to Values," which is focused on how to enact the values we already know – think of it as a "self-defense class for your soul."



Taking a full-day session on Friday?
Enjoy a continental breakfast and lunch.

Taking a morning session on Friday or Saturday? A continental breakfast will be available in your session room.

Taking an afternoon session on Friday or Saturday? An afternoon snack will be available in your session room.

Taking a morning and afternoon session on Friday or Saturday? Enjoy a continental breakfast and afternoon snack in your session room, as well as a grab-and-go lunch.

CPE CREDITS

It is possible to earn more than 20 continuing professional education (CPE) credits at GFOA's annual conference. Additional CPE credits can be earned by attending one or more of GFOA's preconference seminars.

GFOA is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.nasbaregistry.org.



National Registry of CPE Sponsors
150 Fourth Avenue North, Suite 700,
Nashville, TN 37219-2417
www.nasba.org



Los Angeles
May 19-22

WELCOME BREAKFAST AND CLOSING EVENT

New this Year – Welcome Breakfast

SUNDAY, MAY 19, 2019 • 8:30 AM – 10:00 AM

LOS ANGELES CONVENTION CENTER

Complimentary to all registered attendees and guests

Good morning GFOA!

Join your colleagues for a welcome breakfast in the convention center. Meet your peers over coffee, tea, and a breakfast buffet. Get energized and make connections for the days to come! Watch gfoa.org for details.



Closing Event

TUESDAY, MAY 21, 2019

7:30 PM – 10:00 PM

MICROSOFT THEATER

Ticketed event, which includes live entertainment, beverages, and dessert. Space is limited.

Join us at the Microsoft Theater – one of L.A.'s most premier venues and host to the EMMYs, ESPYs, and American Music Awards – for a night of laughter and fun!

We are happy to announce **Jim Gaffigan** in an exclusive show for GFOA attendees and guests! Gaffigan is a three-time Grammy nominated comedian, actor, writer, producer, two-time *New York Times* best-selling author, top touring performer, and multi-platinum-selling father of five. He is known around the world for his unique brand of humor, which largely revolves around fatherhood and his observations on life.

Gaffigan is currently on his *Quality Time* stand-up comedy tour. This year, he premiered his sixth one hour stand up special, *Noble Ape*. In 2016, Gaffigan and his wife ended their critically acclaimed semi-fictional television show, *The Jim Gaffigan Show*, after two seasons on TV Land. Jim has also guest starred on many television comedies and dramas ranging from *Portlandia* to *Law and Order*. Gaffigan's upcoming films include *Chappaquiddick*, *Drunk Parents*, and *Duck Duck Goose*. His other movie credits include *Three Kings*, *Hot Pursuit*, *Super Troopers*, and *17 Again* amongst many others. He has published two books that appeared on the *New York Times* Bestseller's List: *Food: A Love Story* and *Dad is Fat*.

In addition to the comedy, we'll have music and dancing. What better way to top off your stay in L.A.? Buy your tickets today!



Jim Gaffigan



Microsoft Theater

Photo Credit — Tero Vesalainen

You must be registered for the conference to purchase an evening event ticket. Ticket price includes entertainment, beverages, and dessert. Information on shuttle service will be posted to GFOA's website closer to the event date.

Adults: \$25 (\$30 onsite)

Children and young adults under 21: \$10 (\$15 onsite)

Children under 5: complimentary

IMPORTANT ACTION DATES

First discount deadline
January 31, 2019

Second discount deadline
April 11, 2019

Full registration fee required
April 12, 2019

CONFIRMATIONS

Registration confirmations and invoices will be sent as PDF attachments via e-mail from training@gfoa.org to the **registrant only**. Please add this address to your allowed senders list.

GUEST REGISTRATION

There is no registration fee for guests or children, but they must be preregistered. Guests will be admitted to the Sunday Welcome Breakfast and to the exhibit hall during designated hours. Conference sessions and the luncheons on Monday and Tuesday are not open to guests and children.

SUBSTITUTIONS

(Government entities only)

A one-for-one substitution of a nonmember for an active member is allowed. If your organization has a current GFOA member on the staff who is not attending conference, a nonmember may attend in their place at the lower member rate. Please provide the name or the membership number of the GFOA member on the registration form.

REGISTRATION FEES INCLUDE

- ✓ Concurrent sessions on Sunday through Wednesday (delegates only)
- ✓ Welcome Breakfast on Sunday morning (delegates and guests)
- ✓ Access to the Exhibit Hall on Sunday through Tuesday (delegates and guests)
- ✓ General sessions on Sunday through Tuesday
- ✓ Luncheons on Monday and Tuesday (delegates only)
- ✓ Networking and discussion groups held throughout the conference (delegates only)

REGISTRATION FEE DISCOUNTS

Take advantage of the following discounts:

- ✓ Receive a 10 percent discount on your conference registration fee when three or more people from your jurisdiction register together (registrations must be submitted and paid together). This discount does not apply to preconference seminars.
- ✓ Qualify for the early registration fee discounts. Payment must be received by the deadline dates listed in this brochure.
- ✓ Join GFOA today and receive \$25 off the conference registration fee with a paid new membership.

CANCELLATION AND REFUND POLICY

March 29, 2019

No fee for cancellations received before this date.

March 30, 2019

Cancellations postmarked between March 30 and April 30 will be refunded, less a 25 percent service fee.

May 1, 2019

Cancellations postmarked between May 1 and May 14 will be refunded, less a 50 percent service fee.

May 15, 2019

No refunds will be issued this date forward.



Register online @ www.gfoa.org or fill out the form in this brochure and mail or fax it to GFOA (fax: 312-977-4806), or scan the completed registration form and e-mail it to **conference@gfoa.org**. Phone registrations cannot be accepted. Check the registration discount dates and save money by registering early.

GETTING THERE



AIRLINE DISCOUNT CODES

Los Angeles International Airport (LAX) is the largest airport in California and millions of passengers pass through its gates every year. One of the world's busiest airports, thousands of flights take off and land annually from LAX's location on the south coast of California. The city of Los Angeles is just 15 miles (24 kilometers) from LAX Airport and the two are linked by numerous rail and road connections.

DELTA

(www.delta.com) Meeting ID – NY2JA

When booking online, select Meeting Event Code and enter the Meeting ID in the box provided on the search flight page.

UNITED

(www.united.com) Z-code – ZFZC

Agreement code – 566205

To book travel online, enter the Z-code followed by the Agreement code (i.e., ZFZC566205) in the offer code box.

SOUTHWEST

Southwest's flight schedule will be released in January 2019. GFOA will obtain a discount code and will post it to www.gfoa.org as soon as it becomes available.

There are numerous transportation options available at LAX, including: airport buses, door-to-door shuttle vans, local buses, light rail, taxicabs, rideshare services, and rental cars. A free shuttle bus connects LAX with the Metro Rail Green Line light rail, and free shuttle buses transport passengers between airline terminals.



BUS/RAIL

The FlyAway® bus service provides frequent non-stop transportation between Los Angeles International Airport (LAX) and Union Station in Downtown LA. FlyAway® buses operate seven days a week and drop passengers off on the Upper/Departures Level of each terminal at LAX. At LAX, passengers board buses on the Lower/Arrivals Level in front of each terminal under the green "FlyAway®, Buses and Long Distance Vans" signs. Each bus is marked with its service location.

The LAX FlyAway® service operates from Bus Stop 9 at the Patsaouras Transit Plaza at Union Station in Downtown Los Angeles. Passengers should enter on the Vignes Street side of Union Station. Fare is \$9.75 each way.

<https://www.flylax.com/en/flyaway-bus>

The Los Angeles County Metropolitan Transportation Authority (Metro) transports passengers via subway trains, light rail, and buses. Metro Rail is LA's rapid transit rail system, with six lines

serving 80 stations across LA County. Metro Rail connects Downtown LA, Hollywood, Westside, Culver City, the San Fernando Valley, Pasadena, East LA, the Beach Cities, and Long Beach. Three types of bus service are available in LA: Metro Local, Metro Rapid, and Metro Express. Browse LA Tourism's guide to the Los Angeles public transit system.

<https://www.discoverlosangeles.com/blog/go-metro-and-go-everywhere-la>



RENTAL CAR

HERTZ

To reserve special meeting rates, please include the CV# when making reservations.

1-800-654-2240 or www.hertz.com CV# - 04SJ0007



AIRPORT SHUTTLE

SuperShuttle prides itself in being the pioneer of the "shared van ride" and the leader in door-to-door airport transportation. Offers 24-hour dependable and affordable service and an ExecuCar sedan service.

<https://www.discoverlosangeles.com/what-to-do/supershuttle>



TAXI SERVICE

Taxis can be found curbside on the Lower/Arrival Level islands in front of each terminal under the yellow sign indicating Taxis. Passengers will be presented with a ticket stating typical fares to major destinations. Only authorized taxis with an official seal issued by City of Los Angeles Department of Transportation on each vehicle are permitted in the airport.



RIDESHARE

Both Uber and Lyft operate in Los Angeles.



EXPAND YOUR NETWORKING OPPORTUNITIES IN GFOA'S OFFICIAL HOTELS

Reserve your room in GFOA's official hotel block and you'll have a great opportunity to network with other conference attendees outside the convention center. GFOA will run courtesy shuttle between the Intercontinental Sheraton, Westin, Millennium, Omni, and the convention center. All other hotels in the GFOA official block are within walking distance to the convention center. Specific routes and schedules will be posted on www.gfoa.org as they become available.

GUARANTEEING YOUR ROOM RESERVATION

Experient is the Official Housing Provider for GFOA's 113th Annual Conference. GFOA has worked diligently with the hotels in Los Angeles to establish room blocks for attendees and exhibitors. **Solicitation of hotel reservations from any company or housing provider other than Experient is not approved by GFOA.**

Reservations made by unaffiliated organizations may appear to be for lower rates; however, they may be illegitimate, have unreasonable cancellation or change penalties, or be completely non-refundable. Please be aware of and report any unauthorized solicitation to GFOA.

Reservations will be processed on a first-come, first-served basis. If available, a hotel will be assigned in order of your preference, or closest to event if not available. You can expect to receive a confirmation within two business days of booking your room reservation. If you have not received your acknowledgement within 10 days of mailing or faxing your housing reservation form, please contact GFOA's Housing Department at GFOA@experient-inc.com or 1-800-967-8852 (International callers 1-847-996-5832).

A major credit card number valid until June 2019 or later or a check for one night's room and tax (add 15.7% tax) is required to secure a reservation. Credit cards are held as a guarantee only by the Housing Bureau, but may be charged by the hotel after April 25, 2019. A charge of one night's room and tax will be charged or forfeited on reservations that do not arrive (no-shows) and are not cancelled before 72 hours of arrival. Early departures after check-in are subject to penalty fees set by hotel.

Checks must be received by April 17, 2019, and must be made payable to Experient/GFOA Housing. Reservations indicating a deposit guarantee, for which no check has been submitted, are subject to cancellation. Please base the amount of the check on the rate at the hotel of your first preference. **Note:** Institutional purchase orders are NOT accepted. Cancellations within 72 hours of arrival will forfeit one night's room and tax. Refunds to those who guaranteed accommodations with a check deposit will be mailed after the end of the event.

HOUSING POLICIES

The lowest available room rates at event hotels have been specially negotiated. Other booking channels are continuously monitored to track down rival rates.



INTERNET:

Use Experient's online system to simplify your group/block booking and reserve your rooms in real-time with an immediate confirmation. Log on to www.gfoa.org and look for the housing link.



PHONE:

8:00 am – 5:00 pm CST, Mon – Fri
1-800-967-8852 (Domestic)
1-847-996-5832 (International callers)



MAIL:

Experient/GFOA Housing
5202 President's Court
Frederick, MD 21703



FAX:

1-888-772-1888



E-MAIL:

GFOA@experient-inc.com

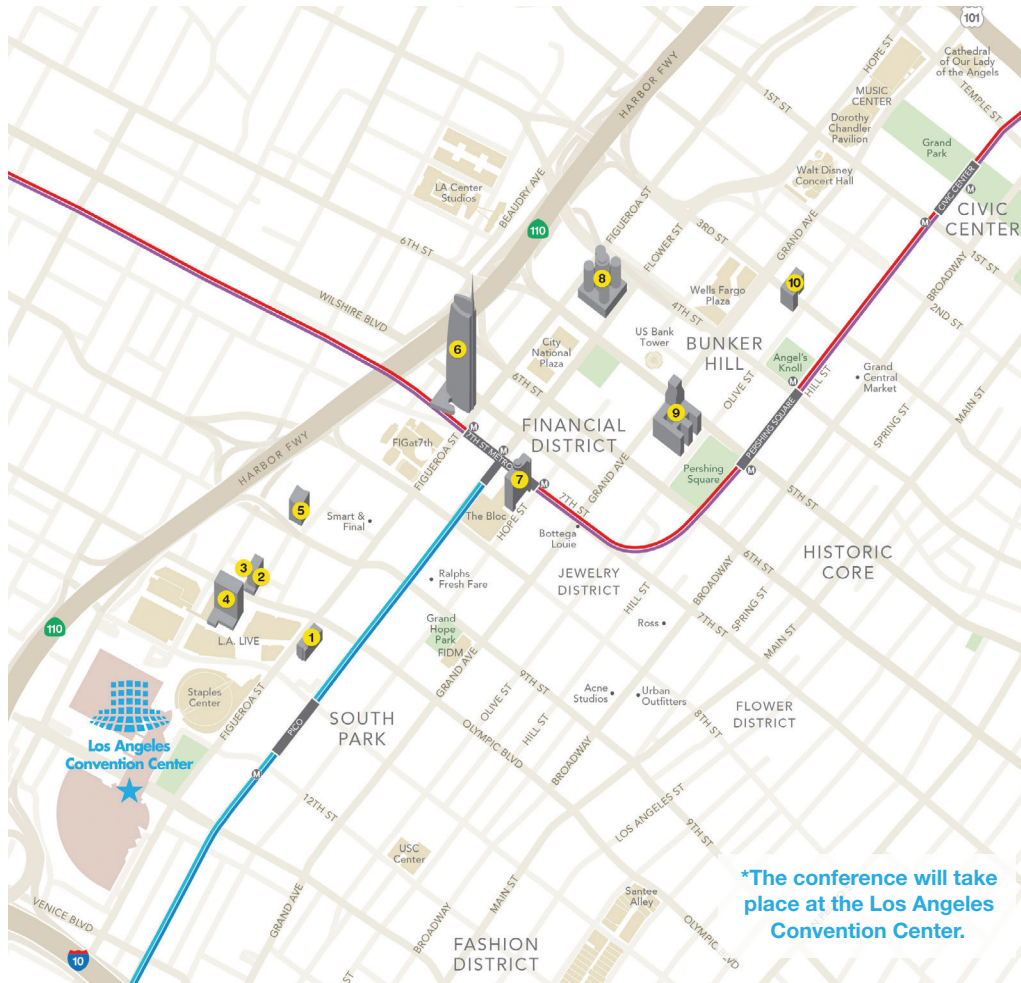
CHANGES AND CANCELLATIONS

Cancellations within 72 hours of arrival will be charged one night's room and tax.

ROOM REQUESTS

Use the grid on the enclosed housing reservation form to indicate your room type(s) and number of rooms you are requesting per night. Enter your hotel choices in order of preference. For more space, attach an additional page, or log on to www.gfoa.org where you can easily make your group booking through Experient's online system. Please indicate any special needs.

OFFICIAL HOTELS AND AREA MAP



Top reasons to book your hotel room in GFOA's Official Hotel Block

SUPPORT GFOA

Booking in the official hotel block helps GFOA continue to offer the best, most competitive hotel rates in the future as well as keeps your registration fee increases to a minimum. It shows GFOA's value to the city and allows GFOA to negotiate better room blocks and rates for you.

RESERVATION PROTECTION

In the event a hotel overbooks, Experient protects those booked in the official hotel block. Rooms booked outside of the official hotel block do not receive this protection.

WAIT LIST

Booking in the block grants the ability to be placed on a wait list online for additional hotel nights needed.

Experient will be the ONLY official housing company for GFOA's Annual Conference and will not contact attendees directly to make a reservation.

Hotel

Hotel	Distance to CC (miles)	Group Rates starting at
1 Lux City Center Hotel	.0	\$264
2 Courtyard Marriott LA Live	.4	\$245
3 Residence Inn by Marriott LA Live	.4	\$256
4 JW Marriott Los Angeles LA Live	.5	\$268
5 Hotel Indigo Los Angeles Downtown	.6	\$274
6 Intercontinental LA Downtown	.7	\$274
7 Sheraton Grand Los Angeles	.9	\$259
8 Westin Bonaventure Hotel & Suites	1.0	\$185
9 Millennium Biltmore Hotel	1.4	\$218
10 Grand Los Angeles	1.5	\$264

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GFOA has partnered with **StarLine Tours** to offer sightseeing excursions and guided tours that highlight everything from LA's most iconic sights to forgotten chapters of the city's captivating past. All tours will depart from the Los Angeles Convention Center.

★ THE ORIGINAL STARS' HOMES TOUR

No trip to Los Angeles is complete without a tour of the homes and playgrounds of Hollywood's rich and famous. Join Hollywood's #1 Celebrity Tour – the "Original Movie Stars Home Tour" as their fun, expert guides take you on the most comprehensive narrated 2-hour tour of the stars' mansions in Beverly Hills and the Hollywood Hills, the celebrity hotspots on Sunset Strip and Rodeo Drive and Hollywood's iconic landmarks. Be sure to bring your camera. You never know who you might spot during your tour!

🎬 MOVIE LOCATIONS

This 2-hour tour brings many of Los Angeles' greatest movie locations to life as you pass them in a custom bus while viewing the related movie clip on a very large HDTV, such as scenes from *Transformers*, *Iron Man*, *Blade Runner*, *The Artist*, *The Fast and the Furious*, and *Star Trek*! Take advantage of 24-hour, 48-hour, and 72-hour passes, giving you the freedom and flexibility to see the city on your own schedule while enjoying the comfort and convenience of open-air double-decker bus service. Don't miss movie locations from Hollywood to Downtown with expert commentary and behind-the-scenes insights.

🗺️ GRAND TOUR OF LOS ANGELES

If you're looking to enjoy the most complete Los Angeles sightseeing experience on the market, the Grand City Tour is perfect. This 5.5-hour tour showcases everything from moviemaking landmarks, and opulent residential neighborhoods to architectural masterworks and historic treasures.

🌙 CITY TOUR BY NIGHT

Los Angeles comes alive after dark, with its sparkling city lights and shimmering avenues creating an unmistakable air of glamour and romance. This one-of-a-kind sightseeing adventure takes you on a 4-hour tour through the shining heart of Los Angeles after nightfall. Ideal for conference attendees that only have a few hours to spare and see the sights.

🚲 CITY SIGHTSEEING LA

Enjoy the excitement of the City of Angels aboard the StarLine Tours "Hop-on, Hop-off" Los Angeles Bus! StarLine Tours' "Hop-On, Hop-off" Los Angeles buses showcase the very best the city has to offer, from the historic and revitalized Downtown Core to the stunning coastal landscapes and legendary beaches of Santa Monica and Venice. Offered are 24-hour or 48-hour passes, giving you the freedom and flexibility to see the city on your own schedule while enjoying the comfort and convenience of open-air double-decker bus service.



GFOA will be offering discounted tickets to visit the **GRAMMY Museum** and **Universal Studios Hollywood** once available.

Detailed information including schedule, pricing, and ordering will be posted on www.gfoa.org/annualconference.

CONNECT WITH GFOA

 Government Finance Officers Association (GFOA)
GFOA Members Forum

 @GFOA (#GFOA and #GFOA2019)
@GFOAJobs
@chrisgfoa

 GFOA of the US & Canada
GFOA Members Group

Government Finance Officers Association

203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210

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REGISTER EARLY AND SAVE!

GFOA LOS ANGELES CHECKLIST

- ✓ Register for conference
- ✓ Register for preconference seminars
- ✓ Purchase tickets to GFOA's Closing Event
- ✓ Reserve a hotel room in GFOA's official block of rooms
- ✓ Make your travel arrangements

Watch www.gfoa.org for the latest details on all conference events.

ABOUT GFOA

Government Finance Officers Association (GFOA), founded in 1906, represents nearly 20,000 public finance officials throughout the United States and Canada. GFOA's mission is to promote excellence in state and local government financial management. GFOA views itself as a resource, educator, facilitator, and advocate for both its members and areas that affect state and local government finance. To meet the many needs of its members, the organization provides best practice guidance, leadership, professional development, resources and tools, networking opportunities, award programs and advisory services, concentrated in the following areas:

- accounting, auditing, and financial reporting
- budgeting
- capital planning
- debt management
- financial management
- and benefit administration
- and investment management

Backup material for agenda item:

27. Bubba Hughes

Ante Litem - Anna Butler

Ante Litem - Horsepen HOA



November 10, 2018

HAND DELIVERED to:

**Jan LeViner, City Clerk
City Hall; TYBEE ISLAND, GA.**

Re: Ante Litem Notice of Tort Claim

Claimant: Anna H. Butler

Date of Incident: June 1, 2018

Claim No.: Unknown

To Whom It May Concern:

Within six (6) months of the date of incident described above, the Notice is being sent pursuant to the requirements of O.C.G.A. § 50-21-26 to provide the city an opportunity for adjustment of a tort claim against the city of Tybee Island as a result of the following incident:

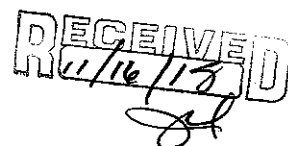
- a) Responsible Party: Police Department of the City of Tybee Island, Ga and the City of Tybee Island, Ga.
- b) Time 6/01/2018 between 9:30 and 1030 AM.
- c) Place of occurrence : within the Animal Control Van on 5th Avenue or 12th street near 2nd and Lovell Avenue within the City of Tybee Island, GA.
- d) Nature of Loss Suffered: Death of beloved cat, Mr. Goldman, who was undergoing medical treatment for significant fur loss and was in the process of active treatment.
- e) Amount of Loss Claimed: Veterinary bills from that week and the week before in the amount of \$1,972.36 and permanent anguish over loss.
- f) Acts or omissions which caused the loss: Intentional negligence and acts of harm against Mr. Goldman by the City of Tybee Police Department that directly caused his death.

No action to make a civil recovery for these claims will be commenced except on the expiration of 60 days following receipt of this notice of the City's denial of the claim, whichever occurs first.

Summary of events leading up to the death of my cat, Mr. Goldman, Friday morning, June 1, 2018.

During the May of 2018, preceding the event referenced above, Mr. Goldman began to experience severe fur loss. He was seen by both my regular veterinarian at Wilmington Island Animal Hospital for testing and recommended to a specialist for additional testing when the initial tests were all returned negative. On Wednesday, May 30, 2018, Mr. Goldman went to the Savannah Veterinary Internal Medicine and Intensive Care for an ultrasound and additional testing. He had just returned from a stay at the internal medicine vet and I had actually just gotten his prescription filled Friday afternoon. He returned home to await the results of these tests, while I obtained an additional skin sample for Wilmington Island Animal Hospital to test for mange. Mr. Goldman was not wearing his flea collar due to the nature of his fur loss and exposed skin. Friday, on June 1, I had a prescription filled for him at the Coastal Compounding Pharmacy, which I was to give him daily.

He looked bad due to server hair loss but was still eating and otherwise healthy. , but after a lot of tests, it turns out he most likely had a severe case of irritable bowel syndrome and he **was not absorbing**



nutrients properly which led to his severe fur loss. Dr. Woods was recommending some vitamins and minerals and was ready to prescribe them.

Friday morning, June 1, when I left for work at 7:30 he was fine, running around as he usually does visiting everyone up and down my block. He has several fiends on my block and the people across the street feed him constantly as does the two guys (Jeff and Eric Evens) that live at 1204 5th. He spends his days going from house to house visiting people and sleeping. He was last seen by Gina across the street around that morning after I had left for work, when she fed him on her front porch. She said he looked as he always did and was fine in good shape when he left her porch.

When I got home Friday evening, I could not find my cat, who was always waiting for me on my front porch. I had some new medicine to give him so I went looking for him. Another neighbor told me they had seen the animal control van drive down the block during the morning and about the post on next-door. I called the police department to ask if they had picked up my cat and they told me that "they had not picked up a cat and that they don't pick up cats", so I kept looking for Mr. Goldman. I went down to the police department that night to ask again, and no one was there. I called later on and was told again that animal control had not picked up a cat.

I went back to the police department on Saturday morning and at first was told again that they had not picked up a cat or anything the day before. When I told the lady behind the window that someone had seen the animal control van and police and posted about it, she finally called Mr. Oats and he told her that they had picked up a cat. Mr. Oats drove down to the police department and told me my cat was dead. Mr. Oats said it died in the van after they had wened onto someone's property and pulled him out from underneath some bushes. Mr. Goldman was very active and in relatively good health at 8 am that morning when I went to work.

On Friday, June 1, at 10 54 am the post from Next-door neighbors by Lisa Dean appeared (attached) stating that the animal control van was parked by her house along with a couple of police cars coming and going. If you read the post on next door, it seems they were showing him to people for only one reason - to kill him.

The neighbor at 1206 5th Ave said the police and animal control were parked in the driveway at 1205 5th for some time waiting on my cat. There was no reason for them to take my cat, and certainly no reason for them to kill him. He may have looked bad, but they are not medically qualified to make any determination about a cat or any animal's condition. In fact, the vet (Dr. Woods) called me on Sunday, June 3rd, with the results of his tests, as he was working overtime to help the animals he was treating. Too bad I had to tell him all his work was in vain. Dr. Woods was very shocked, he said there was no reason for Mr. Goldman to have died!!!!

The police were negligent as it was obvious that my cat belonged in the neighborhood, everyone knew him and they did nothing to ask the neighbors who were at home that morning who he belonged to and where he lived. If they had some concerns about its health the most responsible and professional thing to do would have been to knock on peoples doors and ask about the cat. All my neighbors knew him and have my phone number. They could have called me and I would have come home and put him in my house. They certainly had no right to take him and kill him. I called DPW and Mr. Oats to retrieve his body, but no one had called me back. Also, it is very unprofessional and negligent for the police department representatives to misrepresent the status of the animal control pickups

Chief Bryson was out of town at the time of the incident. I met with both Chief Bryson and the City Manager on June 7, 2018. Chief Bryson confirmed that the police GPS for the Animal Control Van had the van parked in front of 1206 5th Avenue for a period of over 20 minutes the morning of June 1. The City Manager asked Chief Bryson to investigate the incident concerning Mr. Goldman.

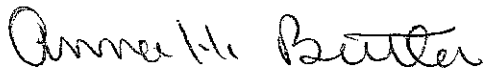
On August 10, 2018, I meet again with the Chief Bryson, Chief of the Tybee Police Department, who had performed an investigation of the incident, and confirmed that "they had my cat in the animal control van and that something may have happened to him after he was in the van". Chief Bryson handed me the attached email, also dated August 10, 2018 and instructed me to prepare the ante litem notice and deliver to Jan Levine.

I would like to obtain apology and to be reimbursed for all of my expenses the during the last couple weeks of Mr. Goldman's life which total to the amount of \$1,972.36

Receipts are attached.

Thank you for your time and attention to this matter.

Sincerely,



Anna H. Butler

PO Box 515, 1212 5th ave. Tybee Island GA
31328

Attachments (9)

Robert Bryson

From: Robert Bryson <chiefbryson@gmail.com>
Sent: Friday, August 10, 2018 7:19 AM
To: Robert Bryson

Sent from Mail for Windows 10

- the name of the responsible Georgia entity;
- the time of the transaction or occurrence from which the loss occurred;
- the place of the transaction or occurrence;
- the nature of the loss suffered;
- the amount of the loss claimed; and
- the acts or omissions alleged to have caused the loss.

The laws surrounding the mandatory content of the ante litem notice are unforgiving. A Georgia ante litem notice must "strictly comply" with O.C.G.A. § 50-21-26. That's why it's important to hire a lawyer to help with your ante litem notice as soon as possible if you think you have a claim against the State. Any slight error in the notice can result in a Georgia court dismissing your case.


* instructions from Bryson
delivered by hand to Tom Levine

From: Anna Butler
To: Butler, Anna H CIV USARMY CESAS (US)
Subject: [Non-DoD Source] Fwd: Animal Control at Lovell and 12th
Date: Sunday, June 3, 2018 8:25:57 PM

Anna

Begin forwarded message:

From: "Nextdoor Tybee Island" <reply@rs.email.nextdoor.com>
Date: June 1, 2018 at 10:52:34 AM EDT
To: a.h.butler1527@att.net
Subject: Animal Control at Lovell and 12th
Reply-To: reply+GEYDAMZYGA2TCX3QOJXWISLDORUW63S7KBHVGVC7HAZTQMRYGAYDM====@reply.nextdoor.com

 Lisa Dean, Tybee Island

An Tybee AC Officer in a van stopped a TPD car at the corner and brought him to the back of the van. I am not sure what it was but they called in a second officer to look as well. May or may not be a domestic fur friend but just in case someone is missing a pet, please reach out to AC or Tybee PD.

Jun 1 in General to Tybee Island

[View or reply](#) [Thank](#) · [Private message](#)

This message is intended for a.h.butler1527@att.net.
Unsubscribe or adjust your email settings

Nextdoor, 875 Stevenson Street, Suite 700, San Francisco, CA 94103

From: Anna Butler
To: Butler, Anna H CIV USARMY CESAS (US)
Subject: [Non-DoD Source] Fwd: Private message: Animal control
Date: Sunday, June 3, 2018 8:27:12 PM

Anna

Begin forwarded message:

From: "Lisa via Nextdoor" <reply@rs_email.nextdoor.com>
Date: June 1, 2018 at 10:53:15 PM EDT
To: a.h.butler1527@att.net
Subject: Private message: Animal control
Reply-To: reply+GEYDAMZYGA2TCX3QOIXWI5LDORUW63S7KBGV6MIOGU2DQNZWGYDYDGXZRGU3DMOBSGUYF6====@reply.nextdoor.com

Animal control
Conversation between you and Lisa Dean, Tybee Island



Lisa Dean, Tybee Island

I am sorry but I don't know. The Animal Control officer was headed east on 12th from your direction. It was just odd so I thought maybe a wild animal but I would call or go in the morning. He was a tall, older man with white hair.

[View or reply](#)

You can also reply to this email or use Nextdoor for iPhone or Android

This message is intended for a.h.butler1527@att.net.
Unsubscribe or adjust your email settings
Nextdoor, 875 Stevenson Street, Suite 700, San Francisco, CA 94103

Wilmington Island Animal Hospital

7802 Highway 80 East
Savannah, GA 31410
(912) 897-3300



Follow us on Facebook and download our app for iPhone and Android

FOR: Ms. Anna Butler
P.O. Box 515
Tybee Island, GA 31328

Printed: 05-17-18 at 6:05p
Date: 05-17-18
Account: 3358
Invoice: 180540

Date	For	Qty	Description	Net Price
05-16-18	Mr. Goldman	1	Drop-Off Doctor's Exam	64.00
05-16-18			Hair loss	0.00
05-16-18			Diarrhea	0.00
05-16-18		1	Senior/ Ill Feline Labwork W/ Fecal	105.00
05-16-18		1	Add-On Dry Mount Urine Sediment	18.00
05-16-18		1	Intestinal Parasite Fecal Exam	22.00
05-16-18		1	Boarding Cat/Kitten	14.30
05-16-18		1	Fecal Completion for Labwork	0.00
05-17-18		1	Survey Radiograph Regular (2)	155.00
05-17-18		1	Radiograph Referral- Idexx 1-3 day	94.00
05-17-18		4	Metronidazole 250mg tablets*	12.00
05-17-18		1	Carolyn Helped You Today!	0.00
05-17-18			Visa payment	-485.14

Merchant ID: 16596126, Approval code: 05355C, Transaction ID: 688886098
Ref #: 25571, Act #: *****0690, Exp: XX/XX, Entry: SWIPED, Card: VISA
Your card balance is not available

I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT

X _____

Old balance	Charges	Tax	Payments	New balance
0.00	484.30	*0.84	485.14	0.00

Reminders for: Mr. Goldman (Weight: 7.6 lbs - 9y)		Last done
04-15-21	FVRCP	04-16-18
05-16-19	Doctor's Exam for Vaccination	05-16-18
05-16-19	Intestinal Parasite Fecal Exam	05-16-18
05-16-19	Feline Preventative Testing	05-16-18

Please note: Due to Federal Pharmacy Regulations, we cannot accept returns nor offer refunds or exchanges on prescription medications. We apologize for any inconvenience.

Wilmington Island Animal Hospital

7802 Highway 80 East
Savannah, GA 31410
(912) 897-3300



Follow us on Facebook and download our app for iPhone and Android

FOR: Ms. Anna Butler
P.O. Box 515
Tybee Island, GA 31328

Printed: 05-21-18 at 4:39p
Date: 05-21-18
Account: 3358
Invoice: 180597

Date	For	Qty	Description	Net Price
05-21-18	Mr. Goldman	1	Pill Pockets - K9 Capsule*	13.75
05-21-18			Visa payment	-14.71

Merchant ID: 16596126, Approval code: 07632C, Transaction ID: 708298579
Ref #: 25613, Act #: *****0690, Exp: XX/XX, Entry: SWIPED, Card: VISA
Your card balance is not available

I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT

Anna Butler

X _____

Old balance	Charges	Tax	Payments	New balance
0.00	13.75	*0.96	14.71	0.00

Reminders for: Mr. Goldman (Weight: 7.6 lbs - 9y)		Last done
04-15-21	FVRCP	04-16-18
05-16-19	Doctor's Exam for Vaccination	05-16-18
05-16-19	Intestinal Parasite Fecal Exam	05-16-18
05-16-19	Feline Preventative Testing	05-16-18

Please note: Due to Federal Pharmacy Regulations, we cannot accept returns nor offer refunds or exchanges on prescription medications. We apologize for any inconvenience.

Wilmington Island Animal Hospital

7802 Highway 80 East
Savannah, GA 31410
(912) 897-3300



Follow us on Facebook and download our app for iPhone and Android

FOR: Ms. Anna Butler
P.O. Box 515
Tybee Island, GA 31328

Printed: 05-25-18 at 11:15a
Date: 05-25-18
Account: 3358
Invoice: 180690

Date	For	Qty	Description	Net Price
05-21-18	Mr. Goldman	4	Metronidazole 250mg tablets*	12.00
05-25-18		2	Gabapentin Caps 300mg*	10.02
05-25-18			Visa payment	-23.56

Merchant ID: 16596126, Approval code: 05630C, Transaction ID: 724377116
Ref #: 25678, Act #: *****0690, Exp: XX/XX, Entry: SWIPED, Card: VISA

Your card balance is not available

I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT

X Anna Butler

Old balance	Charges	Tax	Payments	New balance
0.00	22.02	*1.54	23.56	0.00

Reminders for: Mr. Goldman (Weight: 7.6 lbs - 9y)		Last done
05-16-19	Doctor's Exam for Vaccination	05-16-18
05-16-19	Feline Preventative Testing	05-16-18
05-16-19	Intestinal Parasite Fecal Exam	05-16-18
04-16-19	Feline Rabies Vaccination	04-16-18
04-16-19	FVRCP	

Please note: Due to Federal Pharmacy Regulations, we cannot accept returns nor offer refunds or exchanges on prescription medications. We apologize for any inconvenience.

Attachment 7

Savannah Veterinary Internal Medicine & Intensive Care

335 Stephenson Ave.
Savannah, GA 31405

Tel: 912-721-6410

Bill for Services	
DATE	INV. NUM
05/30/18	105798

Anna Butler
P.O. Box 515
Tybee Island, GA 31328

Acct no.: 1327

J. Woods, DVM, DACVIM

Qty	Date	Patient	Description	Price	Ext	Tx
1	5/30/2018	Mr. Goldman	Consult Internal Medicine-Level 3	\$150.00	\$150.00	
1	5/30/2018	Mr. Goldman	Ultrasound-Abdomen		\$350.00	
1	5/30/2018	Mr. Goldman	Aspirate-Ultrasound Guided		\$50.00	
1	5/30/2018	Mr. Goldman	Fluid Analysis-Effusion (IDEXX)	\$296.52	\$296.52	
1	5/30/2018	Mr. Goldman	PCR-Diarrhea Panel-Feline (IDEXX)	\$276.77	\$276.77	
1	5/30/2018	Mr. Goldman	TLI, PLI, cobalamin, folate (TAMU)		\$298.20	

Subtotal \$1,421.49

Tax \$0.00

Pmnt 1: VS Amt: (\$1,421.49)
Note: Visa

Bill total \$1,421.49

Prev balance \$0.00

Pmnt 2: Amt: \$0.00
Note:

Payment (\$1,421.49)

NEW BALANCE \$0.00

Thank you for your payment.

Thank you for allowing Savannah Veterinary Internal Medicine & Intensive Care to assist with your pet's health care needs. We feel that it is a privilege to be entrusted with the care of your pet.

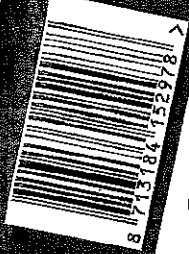
Attachment 8



4.
46200

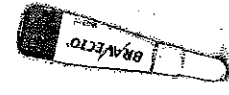
BRAV (fluralaner) Topical Solution

>6.2 - 13.8 lb



BRAV (fluralaner) Topical Solution

Wilmington Island Animal Hospital
7802 Highway 80 East
Savannah, GA 31410
Butler, Anna (3358) (912) 897-3300
FOR: Mr. Goldman/Feline, 05-31-18
Administer one dose to skin on the back of the neck every 90 days to treat mange. Do not use within 2 days of bathing.
Bravecto Trial Dose
For veterinary use only - No Refills (1 Each)



NADA# 141-459
Approved by FDA

KEEP OUT OF CHILDREN'S REACH • FOR VETERINARY USE ONLY
Annual Refill



>6.2 - 13.8 lb

BRAVECTO® (fluralaner) Topical Solution

KILLS FLEAS and TICKS
For Cats and Kittens 6 months of age and older
CAUTION: Federal (USA) law restricts this drug to use by or on the order of a licensed veterinarian.
CONTENTS: 1 TUBE CONTAINING 250 MG FLURALANER

PSA020706 02 R2
61x30x152
OM K+ PMS 268 + 300



LOT: A69414A
EXP: 09/2018
MFD: 04/2017
GTIN: 08713

Attachment 9

Thanks for shopping at
our friendly pharmacy.

Coastal Compounding Pharmacy

6709 Forest Park Dr Ste A
Savannah, GA 31406
912-354-5188

MR. GOLDMAN (CAT) BUTLER
P.O. BOX 515
OWNER: ANNA
TYBEE ISLAND, GA 31328
9127866004 ACCOUNT #: 15972

ITEM	QTY	SALE/REG	EXT
249303	1.00	28.00	28.00
	EACH		NONTAX
Pharmacy Item 249303		*F	

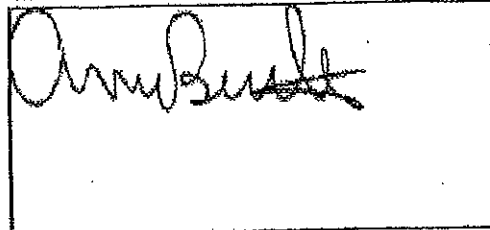
Customer agrees to HIPAA policy: Accepted
Customer was offered a consult: Accepted

SUBTOTAL \$	28.00
TAX \$	0.00
TOTAL \$	28.00

CREDIT CARD 28.00

CARD *****0690
AUTH 04560C

I AGREE TO PAY THE ABOVE TOTAL ACCORDING TO
THE POSTED TERMS AND CONDITIONS



SIGNATURE ANNA BUTLER

EMPLOYEE	TERM	INV#	TIME	DATE
123	1	65296	04:18	01-Jun-18

Visit our website
www.CoastalCompounding.com

INVOICE



Platinum Paving & Concrete LLC

40 Teal Lake Drive
Savannah, GA 31419
(912) 713-7283
cboswell@platinumpavingga.com
www.PlatinumPavingGa.com



ADDRESS

HORSEBEND POINT HOA
HORSEBEND POINT
TYBEE ISLAND, GA USA

ESTIMATE 180402418

DATE 07/18/2018

SITE ADDRESS

HORSEBEND POINT

CITY , STATE, ZIP

TYBEE ISLAND, SC

SQUARE FOOT

518

DATE

ACTIVITY

AMOUNT

07/18/2018

ASPHALT:PATCH

5,850.00

- > Saw cut, jack hammer, and mill out 6 to 8 inches of existing asphalt and sub grade if needed.
- > Apply 4 to 6 inches of graded aggregate and compress to appropriate compaction
- > Apply 2 inches of Top Coat Asphalt (9.5mm wearing and compress to appropriate compaction
- > Clean entire area of all debris

ANY ADDITIONAL MATERIALS, LABOR, EQUIPMENT, OR ANY CHANGES TO THE SCOPE OF WORK WILL REQUIRE A APPROVED CHANGE ORDER. (SUBGRADE/SOIL BASE MAY NEED TO BE REVIEWED)

****Deviations from above proposal could result in additional charges****

Please let us know when you have received your estimate, We do hope to be doing business with you in the future.

TOTAL

\$5,850.00

We Provide Quality Service with an Affordable Price!

Asphalt- Removal and Replacement- •Asphalt Paving for New Construction•Patching•Overlays

Line Striping Services-•Parking Stalls and Stencils•Numbers and Name Stencils•Custom made Signs•ADA Signs and Upgrades

Coating

Concrete- New installs- Repairs, Patio, Driveways

Accepted By

Accepted Date

We Provide Quality Service with an Affordable Price!

Asphalt- Removal and Replacement- •Asphalt Paving for New Construction•Patching•Overlays

Striping Services-•Parking Stalls and Stencils•Numbers and Name Stencils•Custom made Signs•ADA Signs and Upgrades

Coating

Concrete- New installs- Repairs, Patio, Driveways

Backup material for agenda item:

28. Bubba Hughes - Boundary Line: White and Thomas



ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

Weiner, Shearouse, Weitz, Greenberg & Shawe
ATTN: William W. Shearouse, Jr.
14 E. State Street
Savannah, GA 31401
(912) 233-2251

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into as of the 26TH day of July, 2018, by and between **WILLIAM D. THOMAS and DEIDRE MOSELY THOMAS** (hereinafter referred to as "Party of the First Part") and **THE CITY OF TYBEE ISLAND**, a municipal corporation of the State of Georgia (hereinafter referred to as the "Party of the Second Part").

WITNESSETH

WHEREAS, the Party of the First Part is the owner of that certain real property known as Lot 1-A-1 on a plat identified as "A Minor Subdivision of Lot 1-A of a Subdivision of Lot 1, Block 1, Bay Ward, and a Portion of the Abandoned Railroad Right-of-Way, Tybee Island, 5th GM District, Chatham County, State of Georgia" prepared by John S. Kern for Beachside Development, Inc. recorded in Subdivision Map Book 20-S, Page 50, in the Office of the Clerk of Superior Court of Chatham County, Georgia. Said property with improvements thereon known as 1429-A Estill Avenue, Tybee Island, Georgia 31328, based upon the current system of numbering in Chatham County, Georgia, and bears property identification number 4-0022-01-349.

WHEREAS, Party of the Second Part is the owner of certain real property being known as a portion of an abandoned railroad right-of-way, Tybee Island, Georgia which is located to the south of the property of the Party of the First Part; and

WHEREAS, said properties are more particularly described on the plat attached hereto as Exhibit "A"; and

WHEREAS, the parties desire to clarify and confirm the boundary line between their respective properties;

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements herein made, the parties do agree as follows:

1. The Party of the First Part hereby demises, conveys and quitclaims to the Party of the Second Part all of its right, title and interest, if any, in and to the property of the Party of the Second Part as shown on Exhibit "A" and as described herein and agrees that neither it nor any other person or persons claiming under it shall at any time, by any means or way, have, claim or demand any right or title to the said described Property of the Party of the Second Part or any appurtenances thereto and rights thereto.
2. The Party of the Second Part hereby demises, conveys and quitclaims to the Party of the First Part all of its right, title and interest, if any, in and to the Property of the Party of the First Part as shown on Exhibit "A" and as described herein and agrees that neither it nor any other person or persons claiming under it shall at any time, by any means or way, have, claim or demand any right or title to the said described Property of the Party of the Second Part or any appurtenances thereto and rights thereto.
3. The sole purpose and intent of these conveyances is to confirm the common boundary line between the Party of the First Part and the Party of the Second Part, all of which is more particularly shown on that certain plat attached hereto and by reference made a part hereof.
4. Contemporaneously herewith, Second Party has constructed a permanent fence along the aforementioned boundary line. Second Party covenants and agrees to maintain in perpetuity said fence, including but not limited to replacement and repair of said fence. First Party hereby grants, conveys and assigns to Second Party a limited easement of ingress and egress for pedestrian access over and across the property of the Party of First Part to maintain, replace, and repair said fence.
5. **MISCELLANEOUS.**
 - (a) This agreement shall be construed and interpreted under and governed by the laws of the State of Georgia.
 - (b) This is the sole and entire agreement of the parties hereto with respect to the subject matter hereof, and there are no other agreements, promises, or undertakings, oral or otherwise, between the parties hereto with respect to the subject matter hereof which are not set forth herein.
 - (c) This agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto and recorded in the county records where this agreement is also recorded.
 - (d) This agreement shall be binding upon and enforceable against and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this agreement as of the day and year first above written.

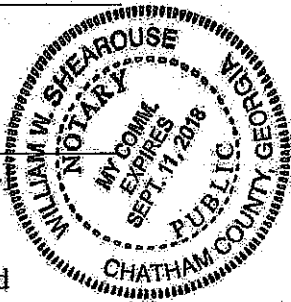
Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

[NOTARIAL SEAL]



PARTY OF THE FIRST PART:

William D. Thomas
WILLIAM D. THOMAS

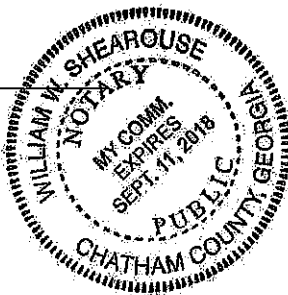
Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

[NOTARIAL SEAL]



Deidre Mosely Thomas
DEIDRE MOSELY THOMAS

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

PARTY OF THE SECOND PART:

THE CITY OF TYBEE ISLAND

By: _____

Its: _____

Attest: _____

Its: _____

OWNER'S NOTE

THE UNDERSIGNED AGREE TO THE LOCATION OF THE NEW PROPERTY LINE AS SHOWN ON THIS PLAT.

William D. Thomas, David M. Thomas
 WILLIAM D. THOMAS
 OWNER OF LOT 1-A-1
 DATE

SHOWEN GILPIN, CITY MANAGER
 CITY OF TYBEE ISLAND

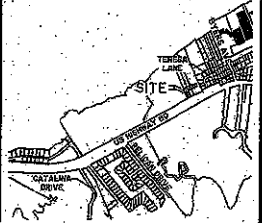
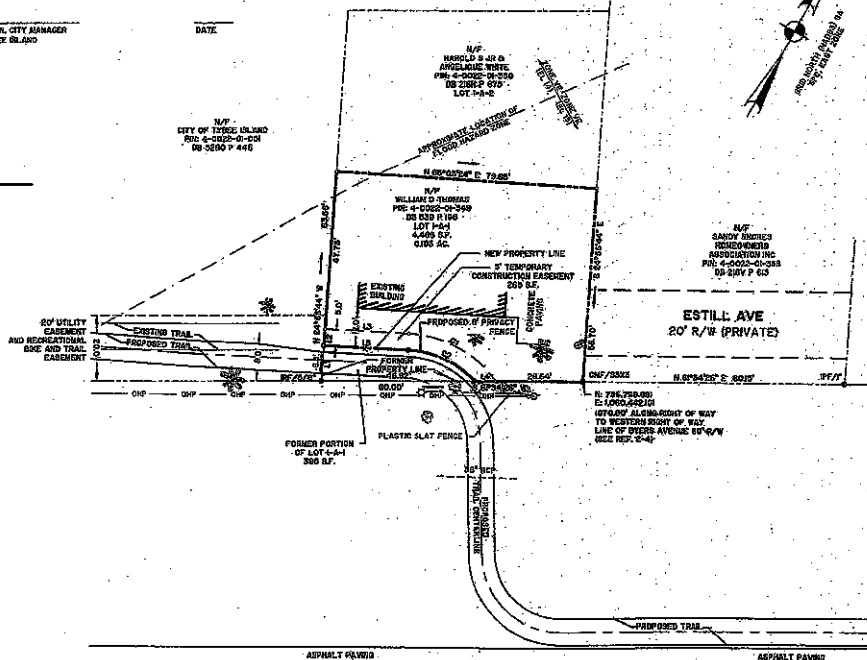
DATE

N/T
 CITY OF TYBEE ISLAND
 REC. 4-2022-01-001
 00-3000 P. 4-11

THIS SPACE RESERVED FOR THE
 CLERK OF SUPERIOR COURT

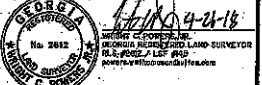
LEGEND

- CABLE BOX
- CONC. MONUMENT FOUND (CMP)
- EVERGREEN TREE
- IRON PIPE FOUND (IPF)
- IRON PIPE SET (IPS)
- IRON BEAM FOUND (IBF)
- ⊕ UNDERGROUND UTILITY LINE MARKER
- ⊕ LIGHT POLE
- ⊕ HEADER POINT (NO MONUMENT)
- ⊕ ORNAMENTAL TREE
- ⊕ PALM TREE
- ⊕ POST
- ⊕ POWER POLE
- ⊕ TELEPHONE BOX
- ⊕ WATER VALVE



VICINITY MAP
 This document and all enclosures hereto are the property of Thomas & Hutton. Reproduction of this document is prohibited without written consent of Thomas & Hutton unless the document becomes a matter of public record. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

SURVEYOR'S CERTIFICATION
 AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 44-6-67, THIS PLAT HAS BEEN PREPARED BY A LICENSED SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL, CERTIFICATION, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE COMPLETED WITH THE APPROPRIATE GOVERNMENTAL AGENCIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO THE EXTENDED USE OF ANY PARTS THEREOF. THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETS WITH THE MINIMUM TECHNICAL REQUIREMENTS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 44-6-67.



A PLAT OF A PROPERTY LINE AGREEMENT OF LOT 1-A-1 OF A MINOR SUBDIVISION OF LOT 1, BLOCK 1, BAY WARD, AND THE CITY OF TYBEE ISLAND
 TYBEE ISLAND, GEORGIA
 prepared for
 CITY OF TYBEE ISLAND & WILLIAM D. THOMAS

- NOTES**
- FIELD EQUIPMENT USED FOR THIS SURVEY: 8" TOTAL STATION
 - THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 33,000 FEET, OR ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
 - THIS PLAT HAS A PRECISION OF ONE FOOT IN 10,000.
 - COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (GCS), CHART 3202.
 - ACCORDING TO F.A.R.M. MAP NO. 15000, PANEL 023P, REVISED SEPTEMBER 26, 2006, THE PROPERTY SHOWN ON THIS PLAT LIES IN FLOOD HAZARD ZONES (VEHICLE AND WOODS).
 - WELLINGS THAT MAY EXIST ARE UNDER THE SUPERVISION OF THE GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR OBSTRUCTION TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
 - THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPROPRIANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE. THE EXACT LOCATION, SIZE, TYPE AND DEPTH OF UNDERGROUND UTILITIES SHOWN HEREON OR ANY OTHER UTILITIES THAT MAY EXIST, CAN ONLY BE DETERMINED VIA AN EXCAVATION OF THE UTILITY.
 - TAX MAP NUMBER: 4-0022-01-349
 - PROPERTY OWNER: WILLIAM D. THOMAS
 - TITLE REQUIREMENTS: REED 0078 503, PAGE 103
 - THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO ANY ENCUMBRANCES AND RESTRICTIONS OF RECORD.
 - THE TERM "CERTIFICATION" AS USED IN RULE "60-6-2933 AND 607" AND RELATIVE TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DEFINED IN O.C.G.A. 43-30-100 AND 43-30-101, SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

LINE TABLE

LINE	BEARING	LENGTH
LS 1	N 89°55'45" W	18.00
LS 2	N 79°26'45" W	28.00
LS 3	N 84°25'15" E	28.00
LS 4	S 89°55'45" W	18.00

CURVE TABLE

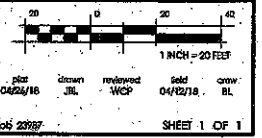
CURVE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA
CR 1	S 89°55'45" W	36.00	S 89°55'45" W	36.00	0°00'00"
CR 2	S 89°55'45" W	36.00	S 89°55'45" W	36.00	0°00'00"

REFERENCES

- A MINOR SUBDIVISION OF LOT 1-A OF A SUBDIVISION OF LOT 1, BLOCK 1, BAY WARD AND A PORTION OF AN ABANDONED RAILROAD RIGHT-OF-WAY, TYBEE ISLAND, 4TH DISTRICT, CHATHAM COUNTY, STATE OF GEORGIA, PREPARED FOR RECONSTRUCTION DEVELOPMENT, INC. PREPARED BY JOHN S. KERN DATED JULY 24, 2008, RECORDED IN PLAT BOOK 335 PAGE 20A.
- REFERENCES ALONG HIGHWAY 60 R/W TO BYERS AVE
- A SUBDIVISION OF LOTS 3, 4 & 5, A RECOMMITMENT OF LOTS 3, 4 & 5 A PORTION OF LOT 5, BLOCK ONE, BAY WARD, A PORTION OF AN ABANDONED STREET, AND A PORTION OF AN ABANDONED RAILROAD RIGHT OF WAY, TYBEE ISLAND, 5TH DISTRICT, CHATHAM COUNTY, STATE OF GEORGIA, PREPARED BY KERN-COLEMAN & CO. DATED FEBRUARY 11, 2006, RECORDED IN PLAT BOOK 286 PAGE 25.
- A RECOMMITMENT AND SUBDIVISION OF LOTS 12, 3, 4, BLOCK 2, THE EASTERN END OF LOT 5, BLOCK 1, BAY WARD, AN ABANDONED RIGHT-OF-WAY (CONTAINED AS A GROUPED PORTION OF BAY STREET) AND THE LAND OF NORTH BAY STREET TO THE LOW WATER MARK OF THE SAVANNAH RIVER, TYBEE ISLAND, 5TH DISTRICT, CHATHAM COUNTY, STATE OF GEORGIA, PREPARED BY JOHN S. KERN DATED NOVEMBER 11, 2006, RECORDED IN PLAT BOOK 335 PAGE 41.
- A RECOMMITMENT PLAT OF LOT 1-A OF A SUBDIVISION OF LOTS A, B, C, AND LOT 2, AND A PORTION OF THE CENTRAL OF GEORGIA RAILROAD R/W, BAY WARD, TYBEE ISLAND, CHATHAM COUNTY, GEORGIA, PREPARED BY J. WHITLEY RETROACTIVE DATED JULY 19, 2008, RECORDED IN PLAT BOOK 335 PAGE 42.

NO.	DATE	BY	DATE

THOMAS & HUTTON
 Engineering | Surveying | Planning | GIS | Consulting
 50 Point of Commerce Way
 Savannah, GA 31405 • 912.234.5300
 www.thomasandhutton.com



Plot: 0423/16
 City: Tybee Island
 Revised: WCP
 Date: 04/22/18
 Scale: BL
 SHEET 1 OF 1

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

Weiner, Shearouse, Weitz, Greenberg & Shawe
ATTN: William W. Shearouse, Jr.
14 E. State Street
Savannah, GA 31401
(912) 233-2251

AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of October, 2018, by and between **HAROLD S. WHITE, JR. and ANGELIQUE WHITE** (hereinafter referred to as "Party of the First Part") and **THE CITY OF TYBEE ISLAND**, a municipal corporation of the State of Georgia (hereinafter referred to as the "Party of the Second Part").

WITNESSETH

WHEREAS, the Party of the First Part is the owner of that certain real property known as Lot 1-A-2 on a plat identified as "A Minor Subdivision of Lot 1-A of a Subdivision of Lot 1, Block 1, Bay Ward, and a Portion of the Abandoned Railroad Right-of-Way, Tybee Island, 5th GM District, Chatham County, State of Georgia" prepared by John S. Kern for Beachside Development, Inc. recorded in Subdivision Map Book 20-S, Page 50, in the Office of the Clerk of Superior Court of Chatham County, Georgia. Said property with improvements thereon known as 1429-B Estill Avenue, Tybee Island, Georgia 31328, based upon the current numbering system in Chatham County, Georgia, and bears property identification number 4-0022-01-350; and

WHEREAS, Party of the Second Part is in the process of constructing a paved bicycle and pedestrian trail along Highway 80 which will utilize in part an abandoned gravel drive which is claimed to have previously provided access from Highway 80 to the property of the Party of the First Part and ~~two~~ other properties in what is now known as Sandy Shores Subdivision, Tybee Island, Georgia; and

WHEREAS, Party of the First Part has requested the assistance of the City of Tybee Island in posting appropriate signage in the area of Marsh Hen Trail to clarify the entrance to the trail so that the public will likely not mistakenly believe access to the trail can be acquired or maintained through Estill Avenue and the common areas of Sandy Shores Subdivision.

NOW THEREFORE, for and in consideration of the foregoing and of the mutual covenants and agreements herein made, the parties do agree as follows:

1. The Party of the First Part hereby conveys, quitclaims and releases unto the Party of the Second Part any of its rights, title and interest in and to the existing or previously existing gravel drive which connects U.S. Highway 80 to Sandy Shores Subdivision, reserving, however, unto Party of the First Part an easement of access, ingress and egress from and to the private drive known as Estill Avenue which serves as access from and to Sandy Shores Subdivision.
2. Party of Second Part covenants and agrees to construct and maintain appropriate signage near or about the entrance to Marsh Hen Trail to direct the public to the entrance access and ~~to~~ in an effort to reduce or eliminate any confusion which might occur as to whether or not access to the trail is possible through the common area of Sandy Shores Subdivision.
3. **MISCELLANEOUS.**
 - (a) This agreement shall be construed and interpreted under and governed by the laws of the State of Georgia.
 - (b) This is the sole and entire agreement of the parties hereto with respect to the subject matter hereof, and there are no other agreements, promises, or undertakings, oral or otherwise, between the parties hereto with respect to the subject matter hereof which are not set forth herein.
 - (c) This agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto and recorded in the county records where this agreement is also recorded.
 - (d) This agreement shall be binding upon and enforceable against and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

PARTY OF THE FIRST PART:

Unofficial Witness

HAROLD S. WHITE, JR.

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

ANGELIQUE WHITE

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

PARTY OF THE SECOND PART:

THE CITY OF TYBEE ISLAND

By: _____

Its: _____

Attest: _____

Its: _____

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

Weiner, Shearouse, Weitz, Greenberg & Shawe
ATTN: William W. Shearouse, Jr.
14 E. State Street
Savannah, GA 31401
(912) 233-2251

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in the presence of:

PARTY OF THE FIRST PART:

Unofficial Witness

HAROLD S. WHITE, JR.

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

ANGELIQUE WHITE

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

PARTY OF THE SECOND PART:

THE CITY OF TYBEE ISLAND

By: _____

Its: _____

Attest: _____

Its: _____

Backup material for agenda item:

30. Shawn Gillen - City Manager Update - Goals and Action Item List



GOALS 2018

RATING\H3A1:H5A1:H5A1:H6H3A1:H5	TASK	GROUPING	REMARKS	UPDATE
6	Marine Science Center			Initial Pricing in. Paperwork for a bond issue has begun. On Council Agenda for December 13th
6	Establish Cash Reserve Goal and Maintain	Finance/Energy Use Reduction		Year end for the last fiscal year is closed out and the new numbers are available for the CIP discussion. CIP Updated in November. Budget amendment is on December 13th agenda.
6	Hwy 80 Median	Other/Misc.		Out for bid. Will come back to Council next month.
6	Fire Department (Staffing and Additional Space)	Public Safety/Hurricane Prep.		New Chief has been hired The department positions are all filled at this point. We will be meeting with the new Chief to go over the organizational structure of the department and bring recommendations to the PSC in January. Fire Department Facility upgrades are part of the Memorial Park Ad Hoc Committee report that will be presented at the December 13th Council Meeting.
5	Install all necessary backflow preventers	Infrastructure (Roads, W/S		The Infrastructure committee decide to go forward with five. Four have been ordered. The fifth is to be located at Katherine Williams property. Product has been delivered and installation has begun.
5	New school building (TIMA)	Infrastructure (Roads, W/S		This will be part of the work to be done by the Memorial Park ad-hoc committee.
5	Beach showers (shallow well)	Quality of Life		Waiting on plan approval by DNR. Will be part of current permit for dune project.
5	Evaluate Current Parking Rates	Finance/Energy Use Reduction		Underway. Looking at increase rates, surge rates, and additional parking
4	Prioritize roads needing paving/repaving	Infrastructure (Roads, W/S		City engineer hired. Ricky Stewart will begin work on October 1.
4	Beach Ambassadors (support with dollars)	Non-Public Safety - Beach		Will have report on last season at January City Council Meeting.
3	Replace old galvanized water lines	Infrastructure (Roads, W/S		City Engineer is working on bid package. Should be out to bid in January/February timeframe
3	Historic Preservation	Quality of Life		Hstoric overlay district is being currently worked on at Planning Commission and City Council.Memorial Park Ad-hoc committee will address city hall renovation and additional space for staff.
3	Dog Park Improvements	Quality of Life		Will be addressed in upcoming capital budget discussions
3	Increase use of Solar Panels on Public Buildings	Finance/Energy Use Reduction		Working GA Power on proposals for WWTP. In infrastructure committee. .
3	Long term plan for NB Parking Lot	Infrastructure (Roads, W/S	RS&H has started parking plan analysis for NB Parking Lot (2) Bubba looking at deeds	Public meeting held for north end pedestrian and bicycle plan. Lots of participation by over fifty citizens. We are currently doing traffic counts. Once this is done the results will be analyzed and another public meeting will be held to begin gaining consensus on a draft plan.
3	Secure State funding for Phase 2 of Channel Impact Study (\$1.5M)	Non-public Safety Beach Related	Jason going to Atlanta to meet with Governor	Traveled with the Mayor to DC on July16th and 17th for additional meetings with USCOE and congressional delegation
3	Graphic reports actual vs. budget (highlight over/under)	Finance/Energy Use Reduction	Monty would like a graph - Diane to work with Angela to have at first reading of budget	Working to implement this with new budget. Also make link to master plan and council goals
3	Public restrooms - south end	Tourism	(1) Refurbish bathroom at MSC (2) Stick build at 17th and 18th (3) much like NB bathrooms	Discussion ongoing with County on SPLOST funding for south end bathrooms.
3	Additional office space/safety features at city hall using general fund/capital improvements fund	Public Safety/Hurricane Preparation	Design/Planning cost in budget	In Design phase. Will be part of the ad-hoc committee that we are asking to be created at the 4/26 council meeting
3	Improve Highway 80	Quality of Life	GA DOT confirmed that they are improving the stripping at Bull River Bridge (2) installing the better reflectors on bridge (3) currently no room for a lane divider on the bridge	Work on repaving and raising the low spots between Lazaretto Creek and Bull River to begin this Fall. Bridge project will be added to the MPO TIP at their June 27th meeting.

GOALS 2018

	Jaycee Park Improvements: batting cages, playground, restrooms, storage, trail,. Mini golf course, dog park improvement	Recreation	3	Batting cages in 2014 SPLOST budget for YMCA to have batting cages in the gym. Monty, Julie and Joe are working with Tailspin on a fund raiser for improvements for the current Dog Park. Repair of path on FY 17 budget. New restrooms and storage area budgeted for FY 17	\$460,000 budgeted. Working with YMCA on implementation. Playground surface and shading, painting softball fencing, removable outfield fencing, bocce ball and exercise area where shuffle board court currently is located, resurfacing and restriping of basketball court to include pickle ball striping.
	2 More Bike/Pedestrian Friendly Infrastructure	Recreation			North end study underway. South end study mostly complete and at Infrastructure committee. Community meeting held. Traffic counts are completed and the data is being analysed by T&H. More community meeting to be held for both the north and south end plans.
	2 Renovate Roundabout	Tourism			Now that the season is over we will begin the bid process for the project.
	2 More "inviting" downtown (16th and Strand)	Tourism			
	2 Improve communications with citizens	Quality of Life			Coffee with City Manager underway. Friday's at 9am at Tybean. Looking at making short videos to be aired on Channel 7 and YouTube to give people updates and an inside look at city operations.
	2 Code Enforcement/QOL re: STVR	Quality of Life			Additional marshal hired. Will arrange for weekend and night shifts during the busy season weekly meetings with City manager and marshalls
	2 Code Review (Alan)	Other/Misc.			Implementation phase has begun
	2 Review Code and get rid of some. Enforce what is not being enforced	Public Safety/Hurricane Preparation		Group has been formed to review municipal code for corrections etc. - in process. 1st update was provided to the City Council on June 9, 2016.	MPIC was formed and moving forward. Alan Robertson spearheading committee.
	2 Dog park (improve/current/additional)	Quality of Life		In progress - Additional landscaping was installed. Monty, Julie and staff have met with Tailspin who has a 501c3 to discuss fund raising opportunities to improve the dog park	Needs to be part of FY 2019 budget discussion. Potential grant through Purena Dog Food Company.
	2 Update Master Plan/Carrying Capacity	Quality of Life		in progress - Master Plan will be on the July 28th agenda for approval	On going with MPIC
	2 Follow DPW paving schedule	Infrastructure (Roads, W/S		In progress - FY 16 paving is completed	LMIG funding approval on December 13th agenda. City Engineer will be revamping the paving plan with input from Infrastructure Committee.
	2 Pedestrian/Bicycle/ADA Improvements - Island wide	Infrastructure (Roads, W/S			South end study mostly complete and at Infrastructure Committee. North end study underway
	2 Beach rules enforcement	Tourism			Additional beach patrol added last year and will continue this year. Beach Ambassadors will add to the public education effort this year.
	2 Encourage development of family friendly business	Recreation		Wanda - in progress	
	2 Cameras @ Tybrisa area	Public Safety/Hurricane Preparation		In budget	Working with Georgia Power on the installation of numerous cameras around the city. Will have an update for Public Safety in January.
	2 Landscape/beautify sore spots (seamless cities)	Public Safety/Hurricane Preparation		Jason to meet with Garden Club to discuss	
	2 Redesign 16th Street	Quality of Life		Wanda would like to make Tybrisa a walking/ped mall	In design phase and at Infrastructure Committee
	1 Survey Island Residents re: What recreational activities/facilities for kids and adults	Recreation			Will Work with YMCA on this
	1 Waterline to Lazaretto	Infrastructure (Roads, W/S			
	1 Increase use of LED Lighting	Finance/Energy Use Reduction			Ongoing
	1 Additional Parking	Other/Misc.			Working with DNR under dune project permit to expand the Strand parking lot. Potential for 20 to 30 additional spots.
	1 Hurricane Response Plan (readiness)	Public Safety/Hurricane Prep.			Hurricane Florence provided a practice run through of our updated plan. All went well. As always we will continue to improve the plan each time we practice it. No major changes are needed at this time.
	1 Disaster Recovery	Public Safety/Hurricane Preparation			Post storm exercise completed.
	1 Explore options for Ocean Rescue	Public Safety/Hurricane Preparation			Additional full time staff added. Additional organization change recommendations will be discussed with new Fire Chief and with PSC in October
	1 Enforce golf carts on Hwy 80, texting and driving, blinking light laws/bike safety	Public Safety/Hurricane Preparation		Ongoing	Ongoing
	1 Add Economic Development to goals	Public Safety/Hurricane Preparation			
	1 Running routes	Quality of Life			
	1 Positive police presence/increase	Quality of Life			Increased foot patrols on Tybrisa and other areas of the city has been implemented
	1 Noise/lighting	Quality of Life			
	1 Rental housing stock retention/creation	Quality of Life			
	1 Regular review of motel tax collection	Finance/Energy Use Reduction			Ongoing

GOALS 2018

1	Resolve short Term rental business license - Independent vs Manager	Finance/Energy Use Reduction	City Council adopted new STVR ordinance which includes unit registration requirements	Met with Rental agencies on twice a week garbage collection. Atlantic revised pick up times and cost to align with rental turnover time. Council Consideration of making this a requirement in the STVR ordinance will take place in August.
1	Balance of \$6M beach funds	Finance/Energy Use Reduction		Ongoing
1	Shallow well beach showers - Island wide	Tourism		One bid recived and we are proceeding. County is considering paying for about half. This has not been finalized but I have spoken with Lee Smith and he is getting the necessary paper work to his finance department.
0	Putt-putt golf	Recreation		
0	Disc golf	Recreation		This will be part of the Jaycee Park upgrade plan.
0	Better Parking Technology (more user friendly)	Other/Misc.		App has been launched and seems to be very popular. We are gathering data and will send you all some analysis once we have enough days of use.
0	Tybrisa/Butler Crosswalks (by Park of 7 Flags)	Public Safety/Hurricane Prep.		In design phase
0	Explore option for contracting out additional offices for busy season	Public Safety/Hurricane Preparation		Additional Council Direction needed.
0	Re-do all street signs	Public Safety/Hurricane Preparation		Bike Route signs have been delivered. Installation will begin in January/February
0	Trash/recycling	Quality of Life		An audit of our recyclable material is underway. Should be completed by the end of September.
0	Clean beach	Quality of Life		Adopt a crossover program. City has become the first organization to adopt a crossover and section of the beach. We will be taking the 6th street crossover and the beach are between 6th and Center. Buckets and grabbers are being ordered. Will occur each Monday. Any city staff may participate and earn wellness points.
0	Signage All	Quality of Life		Crossover signs installed. Working on new signage for bike path and Jones Ave. Once we have completed the bike route signage we need to get input from PSC for north end way finding signage.
0	Enforcement of ordinances	Quality of Life		Additional Marshall Hired
0	Continue sewer force main improvements	Infrastructure (Roads, W/S	On hold until water line and UV System is completed	Ongoing
0	Polk Street and Bright Street Drainage	Infrastructure (Roads, W/S	In the budget	Project proposals have been presented to Infrastrucutre committee. Committee gave direction and cost estimates are done. Council must decide if it wishes to move forward during CIP discussion.
0	Visit Hilton Head to evaluate deep well costs	Infrastructure (Roads, W/S		
0	Complete snow fencing	Non-public Safety Beach Related		Will be part of dune project.
0	Maintain/Increase Reserve	Finance/Energy Use Reduction		ongoing
0	Cig. Butts	Tourism		Beach Ambassadors partnering with Tybee Clean beach Volunteers to educate visitors
0	Communication between City and businesses	Tourism		Ongoing
0	Trash cans	Tourism		Need to discuss in FY 2019 budget process. New trash cans installed at Tybrisa. More will be ordered for next season.
3	Rental housing stock creation/retention	Quality of Life		Ongoing
0	Support local/businesses/"shop local"	Quality of Life		
0	City sponsored events	Quality of Life		
0	City website	Quality of Life		
0	Start having annual legislative priority list and meeting at Capital in January	Public Safety/Hurricane Preparation		
0	Explore option for facilities @ north and south end	Public Safety/Hurricane Preparation		
0	Implement priority items from traffic study	Infrastructure (Roads, W/S		
0	Purchase of Theater	Quality of Life		
0	Increase use of Inmate Labor	Finance/Energy Use Reduction		

	Bump stops at the parking area in front of the Shrine Club: current stops are buried in the ground and need to be replaced	Work being completed this week
	Health care for mayor and council	Completed
2/22	Dedicated parking spots for North Beach Grill – Kathryn Williams	Completed
3/8	Atlantic Waste regarding increase – to be on the 3/22/2018 agenda	Completed
	Stop Signs Between 1th and 6th Street on Jones – Traffic Study	Per Public Safety Committee additional stop signs have been put up at 4th, 8th and 15th Streets
	•—Trash Cans on Tybrisa. Jason would like continuity with the receptacles; contain the spillage when emptying the receptacles	10 Trash Cans have been installed
	Maintnencne of Shallow Wells	Will assign this work to Water/Sewer Department rather than Campground.
	Recommendations and pricing for possible automatic arms that could be installed at vehicular access points.	Non-electronic gates installed at all vehicular crossovers
2/22	Bid documents for new roof at YMCA	New RFP put out with new scope of work developed by City Engineer. Bids Due January 10th 2019
2/22	South-end parking study status	Project Put on hold by Infrastructure Committee
4/26	STVR Ordinance revision regarding registration input	Working with IT to develop online registration process. Current software limits our cabability but we are working with them to resolve the issues.
	Police Radio Communications on South End	In Infrastructure and Public Safety Committee this month. Looking at a 180 feet strucutre mid Island either near the Water Tower. CIP funding requested by County ISC for next fiscal year.
	Landscaping around NB Bathrooms	Working with DPW and Thomas and Hutton on this to see what short term and long term improvements can be done.
	Paving of Old Highway 80	\$74,000 budget, will be part of LMIG repaving, on the agenda for December 13th 2018
	Marsh Hen Trail	Council Considering changes to scope of project. Update will be given at December 13th Infrastructure Committee
	City Owned Building Inspection	Consultant identified. Will bring to council in January or February
	Real Time cost for beach clean up	Gathering info
	Shallow Wells Testing on South End	Waiting on plan approval by DNR. Will be part of current permit for dune project.

Backup material for agenda item:

31. Shawn Gillen - High Volume Event Protocols



MAYOR
Jason Buelterman



CITY MANAGER
Shawn Gillen

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

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 5:00PM the Thursday prior to the scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda.

Council Meeting Date for Request: December 13, 2018

Item: Consideration and Adoption of Approval of High Volume Event Protocols

Explanation: As per the mediation agreement with Concerned Citizens of Tybee, we developed objective criteria for identifying high volume events. Staff has developed the objective criteria and developed special protocols for high volume events. The protocols include traffic control, safety checkpoints, increased loitering enforcement, increased police presence and surge pricing on parking rates. The City Council is requested to approve the protocols for implementation in 2019 on three separate dates. These dates include the day of the Savannah St. Patrick's Day parade, Orange Crush, and July 4th.

Budget Line Item Number (if applicable): _____

Paper Work: Attached* Already Distributed
 To Be Handed Out at Council Meeting (by Requester)
 Audio/Video Presentation**

**** Audio/video presentation must be submitted to the IT department at City Hall By 5:00PM the Thursday prior to the next scheduled City Council Meeting**

NOTE: Request will be postponed if necessary information is not provided.

Submitted by: Shawn Gillen

Phone / Email: 912 472-5070 / sgillen@cityoftybee.org

Comments: _____

Date given to Clerk of Council December 6, 2018

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



CITY STAFF REQUEST FORM

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
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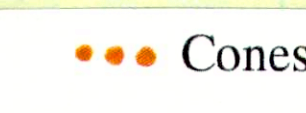
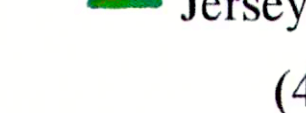
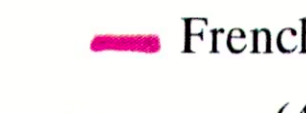



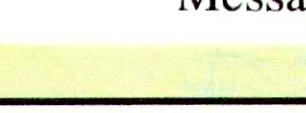

Tybee Island Roads

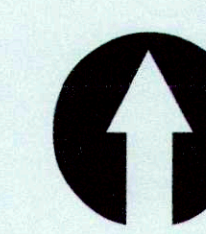
Savannah Beach and Racquet Club (Gated)

Horsepen Creek (Gated)

Legend

-  Private Roads
-  Public Roads

-  Cones – Waiting on total number needed
-  Jersey Barricades – Need approx. 300 Barricades at \$249.00 per (\$75,000.00)
(42" H – 72" L – 24" W) Hard Plastic in Orange
-  French Barricades – Need approx. 450 Barricades at \$88.95 per (\$40,100.00)
(44" H – 96" L) Galvanized Metal Hot Dipped Red
-  Road Safety Checkpoint – Start early and run until
-  CEMA Command Center – 15th Street Parking Lot
-  TEMA Command Center – Tybrisa Street Round-about
-  Aggressive Enforcement of Loitering Ordinance
-  Message Boards



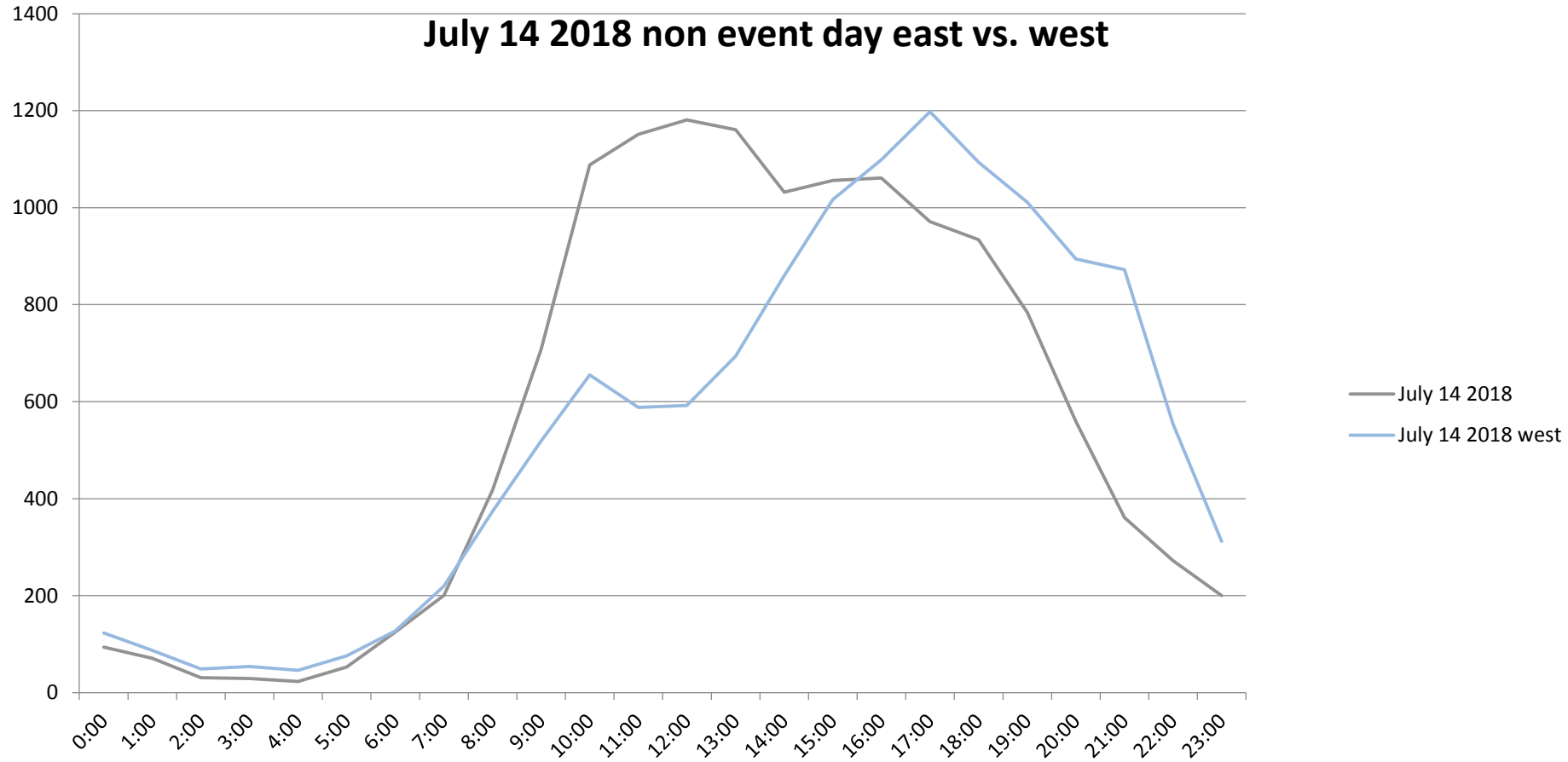
1 inch = 972 feet

High Volume Event Protocols

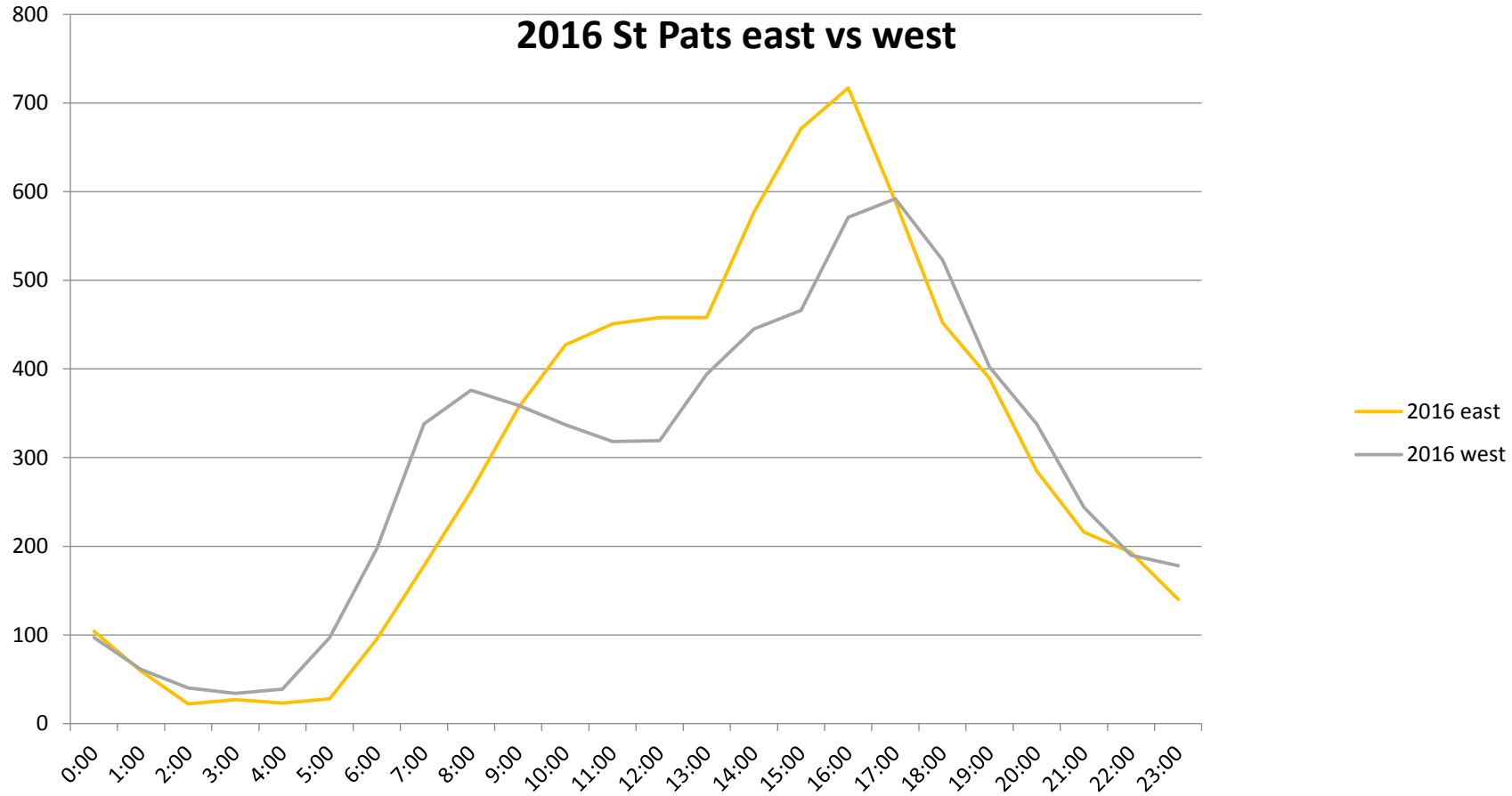
- Mediation with ‘Concerned Citizens’
- Development of objective Criteria for determining when to employ special protocols
- Development of protocols to improve public safety

- Analyzed Traffic Data to look for patterns that matched police call volumes, arrest data and anecdotal evidence of public safety issues
- Data showed a shift in traffic patterns that matched the days that have a significant change in police call volume etc.
- The traffic volume shifted to a large increase in traffic coming on the Island later in the day and leaving later in the evening

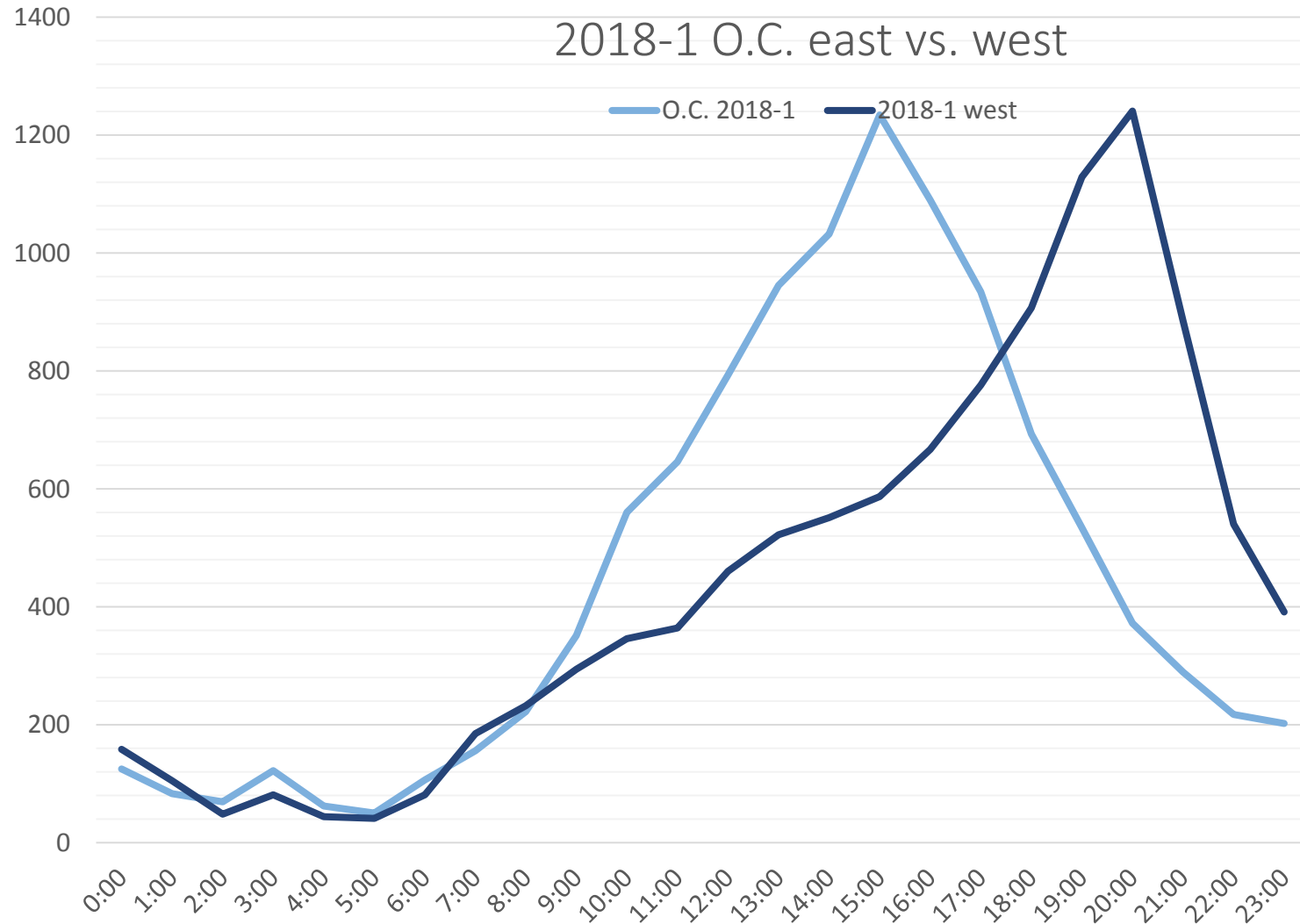
2018 July 14 Non-Event Day



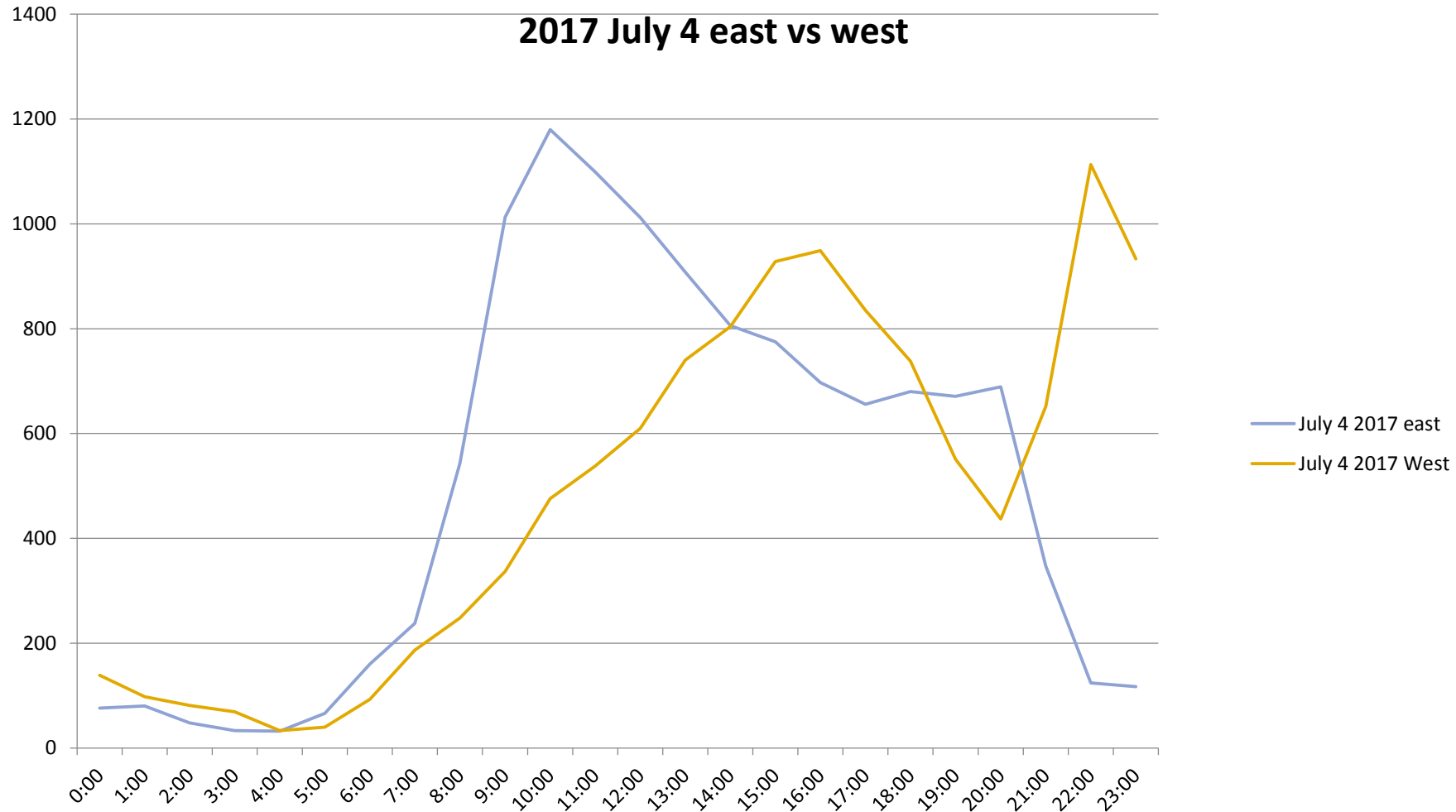
2016 St Patrick's Day



2018 Orange Crush



2017 July 4th



Traffic Control

- Main goal is to have access to the south end for emergency vehicles.
- Park at Seven Flags will become a turnabout.
- Access to Tybrisa will be allowed only by a right turn off of Butler NB
- SB Butler past Tybrisa will be closed
- Side Streets along Butler and at Park of Seven Flags will be closed.
- Once Strand Parking Lot is full it will be closed off.
- Tybrisa will be closed off intermittently when it is backed up.
- Drivers must find a parking space, drive off the Island or get back in line at Lazaretto Creek Bridge.

Traffic Control Map

Safety Check Point

- On Day of Savannah St. Patrick's Parade
 - Check Point coming onto Island
- On Day of Orange Crush
 - Check Point coming onto Island
- On July 4th
 - Check Point going off Island after fireworks

Mobile Command Units & LPR Units

- CEMA Mobile Command Unit in the 14 Street Parking Lot
- Tybee Mobile Command Unit at the Tybrisa Round-A-Bout
- License Plate Readers at Lazaretto Creek Bridge Going On and Off the Island
- Mobile License Plate Readers on several squad cars

Increased Loitering Enforcement

- For each event enforcement of loitering will be increased after dark.
- Focus area will be south end area around Tybrisa and the Pier

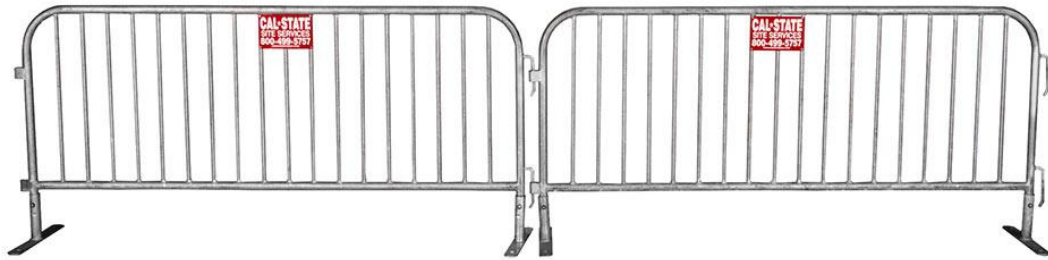
Jersey Barricades



- 300 barricades
- \$249 per barricade
- Total Cost \$75,000

French Barricade

- 450 barricades
- \$88.95 per barricade
- Total Cost \$40,100



Cones



- Number of Cones needed TBD

Surge Pricing for Parking

2017								
				CASH	CREDIT	TOTAL	\$3/Hr Surge Price	Difference
MARDI GRAS PARADE	FEB	24	- 26	\$4,383.70	\$31,670.00	\$36,053.70	\$47,505.00	\$11,451.30
ST. PATRICKS DAY	MARCH	17	- 19	\$4,352.10	\$27,458.00	\$31,810.10	\$41,187.00	\$9,376.90
EASTER	APRIL	14	- 16	\$6,851.00	\$46,692.00	\$53,543.00	\$70,038.00	\$16,495.00
MOTHERS DAY	MAY	12	- 16	\$8,117.05	\$56,930.00	\$65,047.05	\$85,395.00	\$20,347.95
MEMORIAL DAY	MAY	26	- 29	\$11,337.60	\$95,242.00	\$106,579.60	\$142,863.00	\$36,283.40
JUNE WEEKEND	JUNE	16	18	\$7,473.20	\$58,678.00	\$66,151.20	\$88,017.00	\$21,865.80
JULY 4TH	JULY	1	- 4	\$9,855.35	\$96,534.00	\$106,389.35	\$144,801.00	\$38,411.65
JULY WEEKEND	JULY	21	- 23	\$7,651.60	\$62,834.00	\$70,485.60	\$94,251.00	\$23,765.40
AUG. WEEKEND	AUG	18	- 20	\$5,862.05	\$43,330.00	\$49,192.05	\$64,995.00	\$15,802.95
COLUMBUS DAY	OCT	6	- 9	\$3,237.05	\$28,232.00	\$31,469.05	\$42,348.00	\$10,878.95
						\$616,720.70	\$821,400.00	\$204,679.30
						Total Surge Impact		\$204,679.30

Backup material for agenda item:

32. Shawn Gillen - Memorial Park Ad Hoc Committee City Council Presentation



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
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CITY OF TYBEE ISLAND

City Council Agenda Item Request

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Council Meeting Date for Request: December 13, 2018

Item: Consideration and Adoption Memorial Park Ad Hoc Committee Concept Plan for Memorial Park

Explanation: The Memorial Park Ad Hoc Committee has completed its work of reviewing all past plans for Memorial Park and have developed a concept plan for Memorial Park. The Council is requested to approve the plan

Budget Line Item Number (if applicable): _____

Paper Work: Attached* Already Distributed
 To Be Handed Out at Council Meeting (by Requester)
 Audio/Video Presentation**

**** Audio/video presentation must be submitted to the IT department at City Hall By 5:00PM the Thursday prior to the next scheduled City Council Meeting**

NOTE: Request will be postponed if necessary information is not provided.

Submitted by: Shawn Gillen

Phone / Email: 912 472-5070 / sgillen@cityoftybee.org

Comments: _____

Date given to Clerk of Council December 6, 2018

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



Memorial Park Ad Hoc Committee

Memorial Park Conceptual Plan

Committee Members

- Shawn Gillen (Chair)
 - Jackson Butler
 - Sarah Jones
 - Hayley Hill
 - Chantel Morton
 - Angela Hudson
 - George Shaw
 - Sharon Shaver (Staff)
- The Committee met monthly from May 10th until November 16th

- Committee was tasked with reviewing all past plans for Memorial Park, develop a new plan for Memorial Park, and develop concepts for new government facilities within the planned layout of the park
- Committee developed a conceptual plan for Memorial Park that takes these past plans into account and bring a cohesiveness and uniformity to the layout of Memorial Park.
- Committee developed concepts for government facilities expansion and upgrade within the Memorial Park campus.

- Memorial Park plan is only a concept. Details of improvements and landscaping will change as projects progress.
- Government Facility plan is only a concept. Details of location and architectural look will change as projects progress.
- Projects do not need to be done all at once.
- Timeline for construction of Fire Facility and City Hall annex align with the next SPLOST.

Plan Concept includes:

- Remodeling of interior and exterior of City Hall
- Additional office space to be constructed adjacent to City Hall (City Hall Annex)
- Additional bays, office space and sleeping quarters at Fire Station.
- Reserving of Current Fire Station space, and sleeping quarters for flex space.
- Reserves old school building and footprint for future educational facility
- Reserves space for expansion of YMCA facilities

Plan Concept includes:

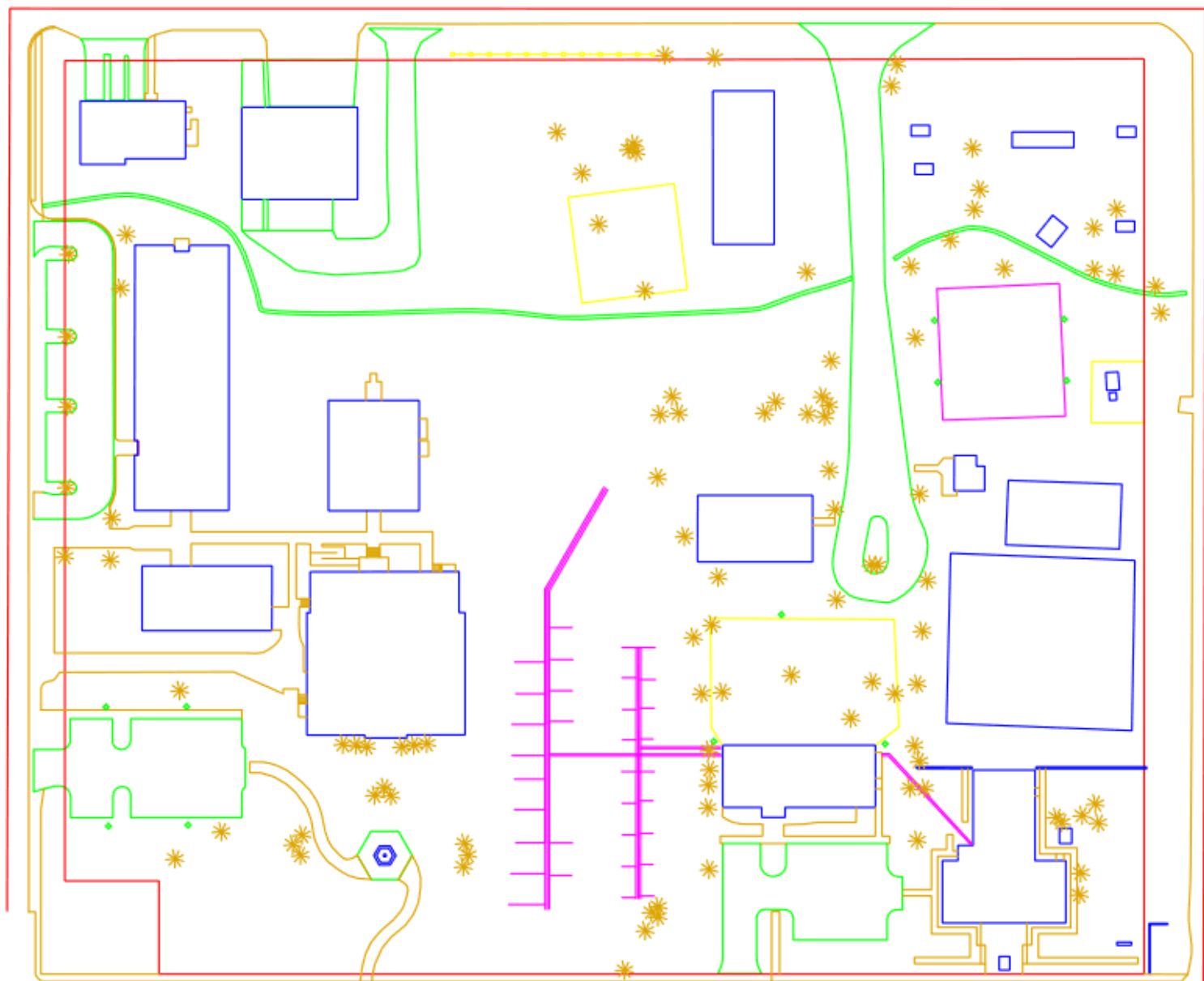
- Expansion of useable green space by redoing drainage
- Extends sidewalk from War Memorial along Gymnasium to connect with current bike path
- Interactive Fountain near pavilion
- Curb and gutter along perimeter of park
- Pervious surface for parking
- Reworking of landscaping to provide a cohesiveness to the park



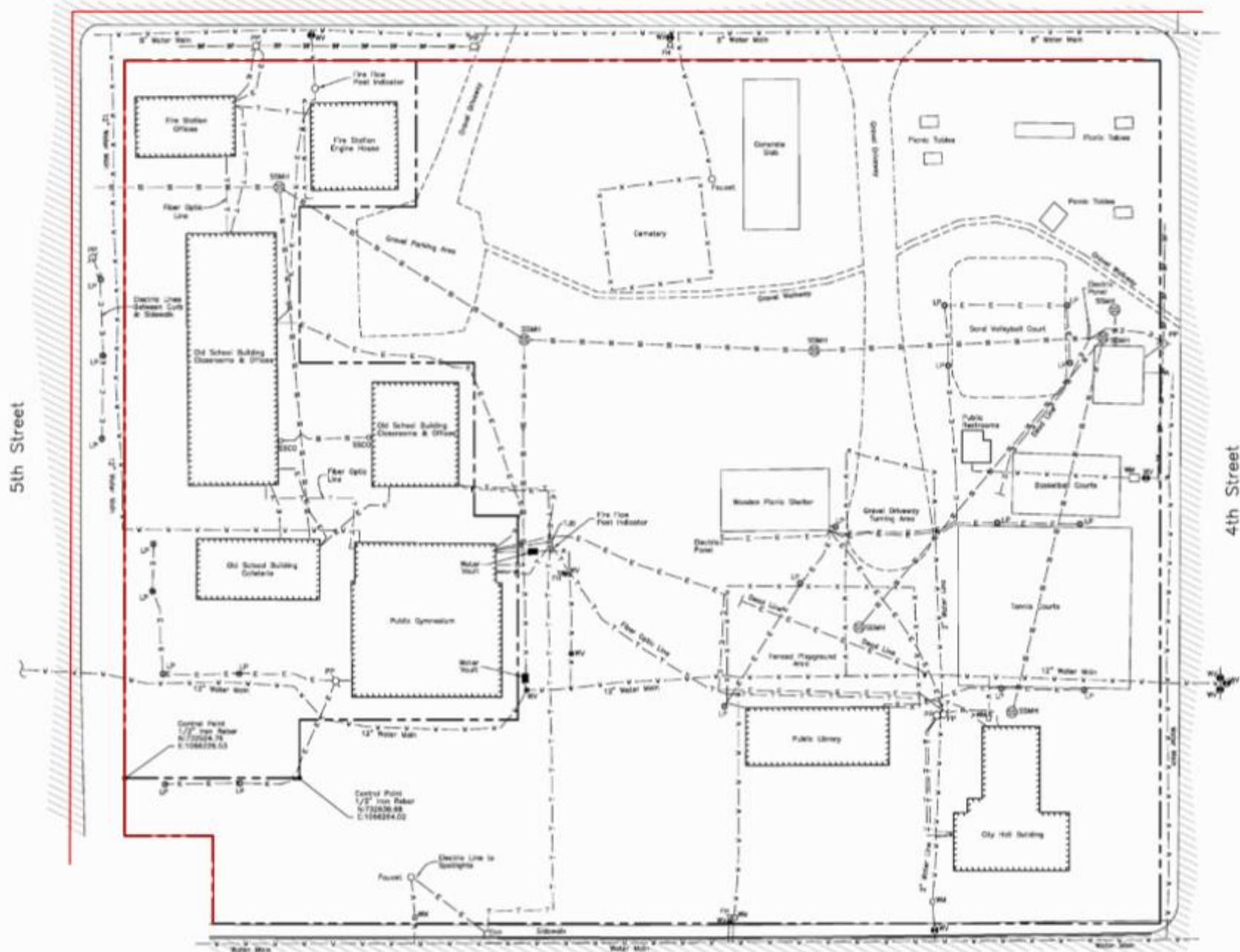
PROPOSED ONLY NOTICE
THIS PLAN IS A CONCEPTUAL DESIGN AND IS NOT A FINAL DESIGN. THE DESIGN IS SUBJECT TO CHANGE WITHOUT NOTICE. THE DESIGN IS NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

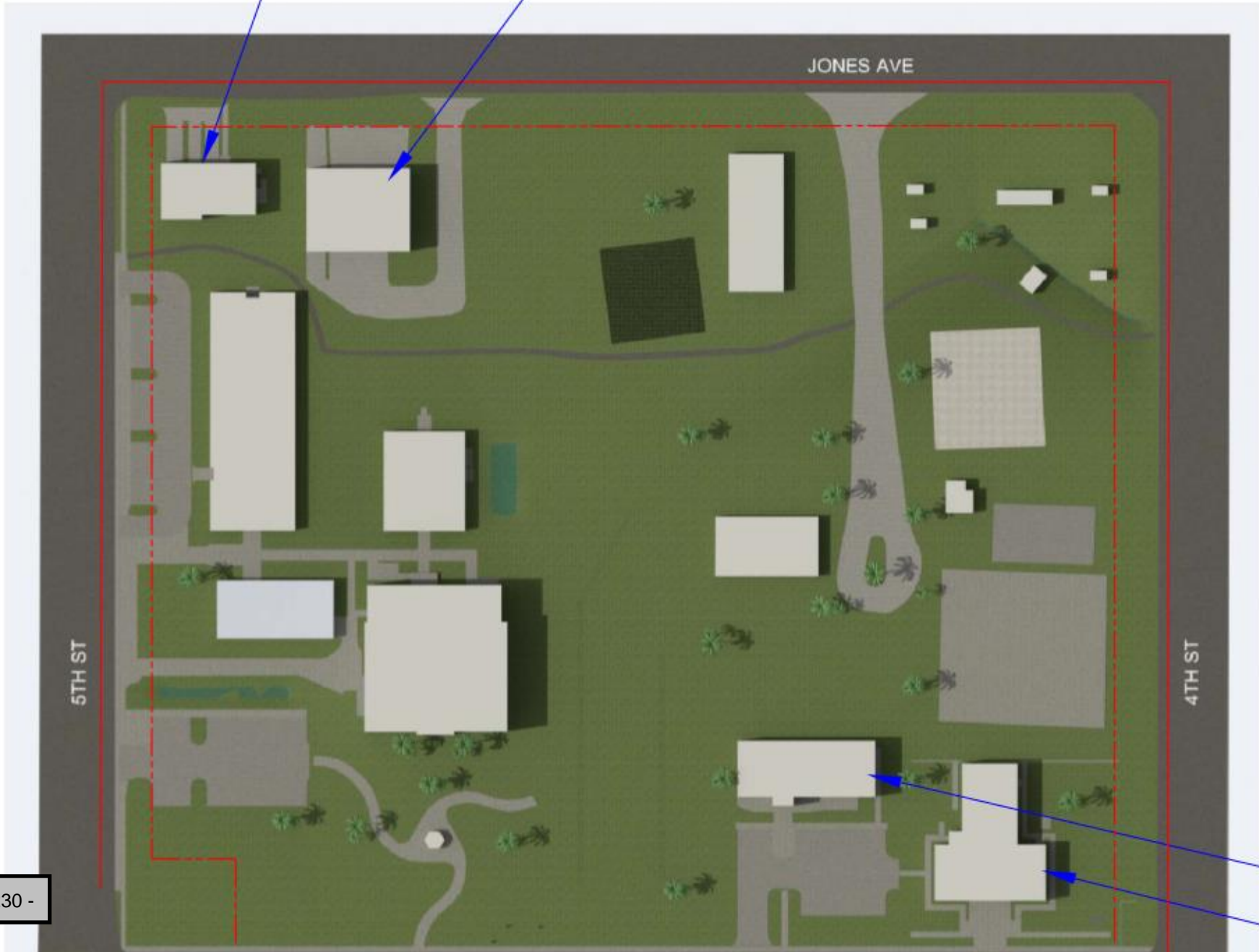
TI MEMORIAL PARK RECONFIG PHASE 5A
CONCEPT STUDY

UPDATED 11/16/2018
G. SWEATT, 912 308-0069



Jones Avenue













CITY HALL ANNEX CONCEPT





RENDERING
KEY-LIME GREEN

VERIFY COLOR SAMPLE
KEY-LIME GREEN



HISTORICAL BUILDING

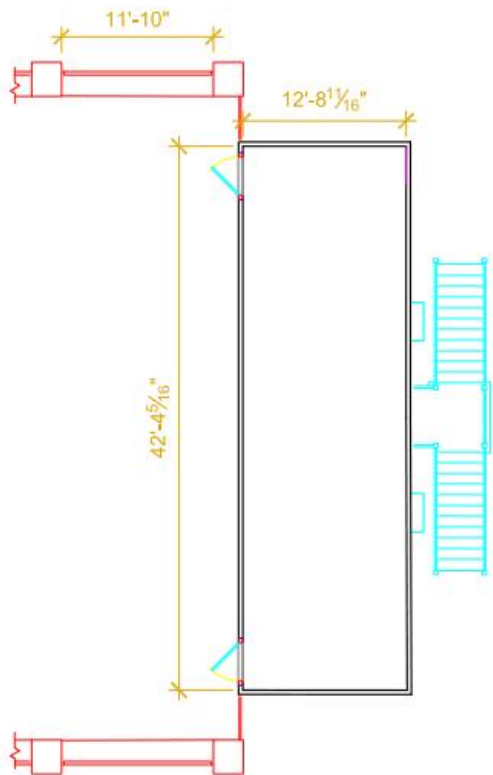




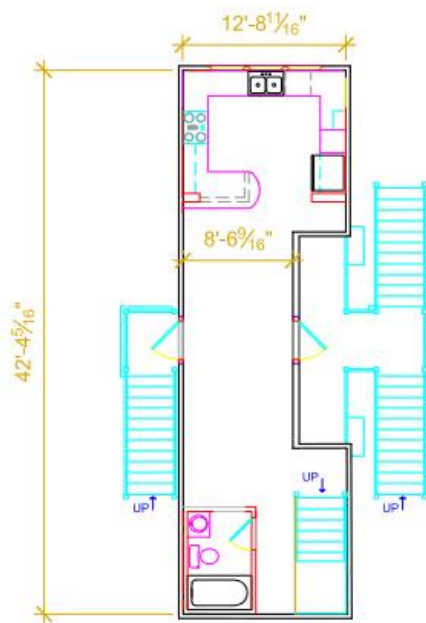


FIRE DEPT CONCEPT

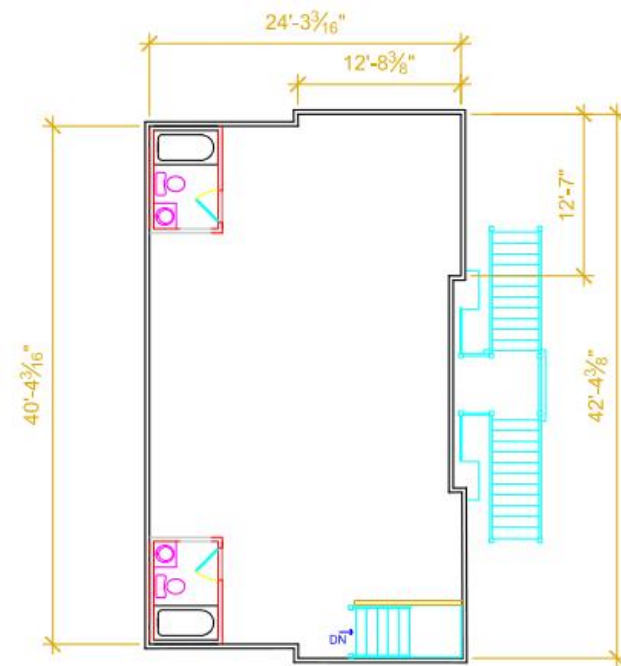
SITE PLAN VIEW CONCEPT



GROUND FLOOR



1ST FLOOR



2ND FLOOR

FIRE DEPT FP CONCEPT

City Council Action Requested

- Accept and Adopt the updated Memorial Park Plan Concept
 - Acceptance and Adoption of the plan concept does not commit funding to any part of the plan.
 - Funding for projects within the scope of the plan concept would have to be approved individually by the City Council.