

**MAYOR**  
Shirley Sessions

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



**CITY MANAGER**  
Dr. Shawn Gillen

**CLERK OF COUNCIL**  
Jan LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

### **AGENDA** **REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL** **August 25, 2022 at 6:30 PM**

*Please silence all cell phones during Council Meetings*

#### Opening Ceremonies

Call to Order  
Posting of the Colors and Pledge of Allegiance, American Legion Post 154  
Invocation

#### Consideration of Items for Consent Agenda

#### Announcements

#### Recognitions and Proclamations

1. Proclamation - Jimmy Burke

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

2. Minutes, City Council Meeting, August 25, 2022

#### Consideration of Approval of Consent Agenda

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

3. Agenda Request: Peace Officers Association of Georgia: 3-Day Special Event Private Property-Alcohol, Beer and Wine Held at The Grand View at Hotel Tybee, September 11, 12, and 13, 2022

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

4. Contract with FCMC as a Hazard Mitigation Grant Program (HMGP) Manager - Community Development

#### Consideration of Ordinances, Resolutions

5. Resolution 2022-06, Extending Moratorium

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

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



## Executive Session

Discuss litigation, personnel and real estate

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

## Adjournment

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

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



### THE VISION OF THE CITY OF TYBEE ISLAND

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



### THE MISSION OF THE CITY OF TYBEE ISLAND

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

**File Attachments for Item:**

2. Minutes, City Council Meeting, August 25, 2022

**Mayor Sessions** called the meeting to order at 6:30PM. Those present were Brian West (via remote), Monty Parks, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Also attending were Shawn Gillen, City Manager; Michelle Owens, Assistant City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; George Shaw, Director, Community Development; and Jan LeViner, Clerk of Council.

### **Opening Ceremonies**

- Call to Order
- Posting of the Colors and Pledge of Allegiance, American Legion Post 154
- Invocation: Jan LeViner, Clerk of Council

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

- Minutes: July 14, 2022
- Alcohol and Entertainment License request: Tybee Arts Association: Beer, Wine and Sunday Sales for consumption on Premises Only
- Suez/Utility Service Co., Inc., Water Tank Maintenance Contract. The professional services agreement will come out of multiple budget lines: 505- 4350-52-1300 Contract Services and 505-00-11-7300 Water/Sewer Debt Issue and all work is in the Five Year Capital Improvement Program.
- GMC - Updating Storm Water Management Plan Agreement Storm water Management Plan Contract. GMC will perform the work outlined in the proposal for the Lump Sum amount of \$12,230. The professional services agreement will come out of budget line item 100-4210-52-1300 Contract Services and in the 5-year Capital Improvement Program.
- GMC - NPDES Permit Storm Water Monitoring and Compliance Contract. The professional services agreement will come out of budget line item 100- 421052-1300: Contract Services for each year and is the 5-year Capital Improvement Program.
- Small Claims - DPW
  - Damage to Private Sewer Line by City boring, \$5,500, Line Item: 505-4350-52-2201
  - Damage to Private Vehicle windshield by City mowing, \$733.36, Budget Line Item: 100-4210-52-2201
- DPW Dump Truck Purchase. The budget for the new dump truck was \$100,000 and was a Capital Purchase under Account Number 350-4210-54-2500, Itemized List of Capital Requests.
- Purchase of Lifepak 15 Cardiac Monitors for TIFR. Approve the expenditure of \$72,951.97 for the purchase of cardiac monitors as stipulated in the FY2022-2023 Budget. 3510-54-2100 Capital Fund
- Purchase of Motorola radios for TIFR. Approve the expenditure of \$71,411.70 for the purchase of Motorola Radios as stipulated in the FY2022-2023 budget. Line item 350-54-3510-2500, Capital Budget
- Selection of FCMC as a Hazard Mitigation Grant Program (HMGP) Manager - Community Development

### **Recognitions and Proclamations**

**Mayor Sessions** asked **Carolyn Jurick** and former **Mayor Jason Buelterman** to come forward. Mayor Buelterman thanked Ms. Jurick for all her hard work her dedication, long hours and selflessness in establishing the Tybee Island Maritime Academy. He then presented her with a plaque dedicating the crossover at 8<sup>th</sup> Street as "Carolyn's Crossover". Ms. Jurick thanked not

only Mayor Buelterman but the City Council for their hard work and continued hard work to ensure the children of Tybee Island and Savannah have the best learning experience. Ms. Jurick received a standing ovation.

**Mayor Buelterman** asked **Kay and Perb Fortner** to come forward. Mayor Buelterman thanked Kay and Perb for all their hard work and dedication to the school from its conception. He then presented them with an American Flag that flew over the US Capital. Mr. Fortner thanked Mayor and Council for their support and dedication to the school. Ms. Fortner thanked everyone as well.

**Pat Rossiter and Peter Ulrich**, former and current principals of Tybee Island Maritime Academy, thanked Ms. Jurick and Mr. and Mrs. Fortner for the dedication to the Academy for without their long hours the Academy would not have reached the levels it is at currently. They also thanked Mayor and Council for their support over the years. Mayor Sessions thanked everyone for their hard work.

**Mayor Sessions** asked **David Lock** and **City Attorney, Bubba Hughes**, to approach the podium. Mr. Hughes administered the Oath of Office, **Judge pro tem**, to David Lock. Mr. Lock will assist the courts with their backlog. Mayor Sessions thanked Mr. Lock for his willingness to serve.

**Pat Leiby** approached Mayor and Council to speak to the **GA Historical Society Wade-in Marker**. Ms. Leiby stated on Wednesday, August 17<sup>th</sup>, 10:00AM, at the Walter Park Pier, there will be a dedication of a Georgia historical marker commemorating the 1960's wade in. She invited everyone to attend.

**Stephen Plunk, Tourism Leadership Council** approached Mayor and Council to speak to **Water billing Relief for Hotels**. Mr. Plunk made reference to the recent changes in the billing as it was to reflect actual usage and created a tier system. Unfortunately it affected the hotel properties which increased their billing by 168% and in some cases 300%. This is due to a metered system and it was unintended. Mr. Plunk continued, they have a proposal they would like to present to the Finance Committee at their next meeting. Mayor Sessions thanked Mr. Plunk for his comments. Dr. Gillen stated the Finance Committee will meet on Thursday, August 25<sup>th</sup> at 10:00AM to further discuss.

**Julie Livingston** approached Mayor and Council to speak to the proposed ordinance, Personal Transportation Vehicle Uses before them tonight. Ms. Livingston spoke to the issues that exist with the proposed ordinance. Mayor Sessions thanked Ms. Livingston and asked her to send her comments to Mayor, Council and Mr. Hughes as they were very good.

**Greg Stoffler** approached Mayor and Council to speak to the **Water Rates** for hotels. Mr. Stoffler asked Mayor and Council. He stated if you divide the number of rooms by the consumption rate, his rate for the DeSoto would be 3,572 gallons per thousand and is asking for consideration to be put at the lower tier. Mayor Sessions thanked Mr. Stoffler.

**Mr. Patel** approached Mayor and Council to speak to the water billing for hotels. He stated his bill for the previous month was over \$15,000 for his five properties which is a significant increase from the previous billing structure. Mr. Patel asked Mayor and Council to please reconsider the rate structure. Mayor Sessions thanked Mr. Patel.

**Britt Bacon, Tybee Post Arts Association**, approached Mayor and Council. Ms. Bacon thanked Mayor and Council for their continued support with the theater. Mayor Sessions thanked Ms. Bacon.

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

### **Public Hearings**

**Variance: 168 S. Campbell Ave. - 40016 02016 – Steve Kellam. George Shaw** approached Mayor and Council. Mr. Shaw stated the petitioner bought a property on South Campbell Avenue. The property is a shallow lot and large and the house sits on 2/3 in the front yard set-back and 1/2 in the marsh buffer. Which makes it non-conforming in all manner. The house was to be elevated with the grant but due to them wanting to add a second floor, it took the petitioner out of the grant as they do not allow for improvements to the home. Staff recommended denial of the variance request and the Planning Commission recommended continuance. Mayor Sessions asked why the Planning Commission recommended a continuance. Mr. Shaw responded, the language in the Code where all items need to be considered. Ms. DeVetter asked as Planning Commission did not make a decision, will one have to be made prior to Mayor and Council review. Mr. Hughes stated it would be up to Mayor and Council. The reason the Planning Commission continued is if the applicant addressed those items on the application, would have required a text amendment. Meanwhile the roof is off the house and there is damage due to the inclement weather. He continued, in order to provide some opportunity of relief for the homeowner, it would be helpful for a decision to be made on an expedited basis. Mr. Parks asked Mr. Shaw the age of the home. Mr. Shaw did not have a specific date but indicated it was probably built prior to the Land Development Code (LDC) being in place. Mr. Parks expressed his concerns with set-back requirements as he feels when he hears set-back it means approval of a non-conforming use, expansion. Mr. Shaw stated the house is not getting wider only taller. Mayor Sessions asked Dr. West if he had questions as he is attending via Zoom. Dr. West responded no as he read what was in the packet. **Anthony Sapone** approached Mayor and Council. Mr. Sapone stated he is half owner of the house. Originally they were going to lift the house and close it in but in doing this, the back portion of the roof was infested with termites. The back walls were torn out and decided to build a second floor for a bedroom and second bathroom. This residence will not be rented but remain as a family home. The height of the residence will not exceed the height limit nor will it go out of the footprint of the existing house. Mr. Sapone asked Mayor and Council to move forward as the inclement weather is ruining the flooring and the studs. Mayor pro tem Brown confirmed a variance is needed and recommended approval of the variance. Ms. DeVetter asked the hardship. Mr. Sapone responded the roof has been removed due to termites which is now vulnerable to the inclement weather. Mayor Sessions asked Mr. Shaw to read the definition of a hardship from the LDC. Mr. Shaw read the definition. Mr. Hosti stated it is his understanding the variance is to build a second story into the set-back. Ms. DeVetter stated she does not understand the hardship associated with this request. Mr. Parks stated the petitioner applied for the grant, they received the grant and there were no provisions for the additional story. Mr. Sapone confirmed. **Spec Hosti** made a motion to approve. **Barry Brown** seconded. Voting in favor were Brian West, Jay Burke, Spec Hosti and Barry Brown. Voting against was Nancy DeVetter and Monty Parks. Motion to approve, 4-2.

**Variance: 6 Dogwood Ave. - 40001 10013 – Barbara Miller. George Shaw** approached Mayor and Council. Mr. Shaw stated the petitioner is asking for a variance as the front wall of the house is actually at the front set-back and the side walls are at the side set-back which fills the entire buildable space of the lot. Ms. Miller would now like to have a lift attached to the front landing, steps, of the house which would be in the front yard set-back. This will enable her to

get from the front door to the lift and from the lift to her vehicle. Staff is recommending approval as did Planning Commission. Ms. DeVetter asked if this is considered a hardship. Mr. Hughes stated this is a good example of a hard situation as the hardship is supposed to be to the property as the property theoretically is there forever as the inhabitants are not. Mr. Parks stated Mayor and Council did rewrite the variance standards, which currently are the three (3) being use now. Mr. Hughes suggested Mayor and Council refer to this variance request as an exception where cases of personal illnesses of owners or occupants necessitate modifications or applications for devices to assist in assessability. **Monty Parks** made a motion to approve. **Nancy DeVetter** seconded. Vote was unanimous to approve, 6-0.

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

**Axon Enterprise, Inc. Fleet 3 Cameras and Drones Contract.** **Major Fobes** approached Mayor and Council to address this request. Major Fobes stated currently there is a fleet program which is outdated and the City is in need of a new system. He continued, there are two (2) types of drones: two (2) which require an operator license and the others are much like a suitcase so you could put in a vehicle or on the ground. The drones will add public safety to the Island. Mayor pro tem Brown confirmed these drones will be used only for public safety. Major Fobes confirmed. **Monty Parks** made a motion to approve. **Nancy DeVetter** seconded. Vote was unanimous to approve, 6-0.

**Brian West lost connection with the meeting.**

### **Consideration of Ordinances, Resolutions**

**First Reading: 2022-09, Sec 66-8: Personal Transportation Vehicle Uses.** **Ms. O'Connell** confirmed the proposed ordinance refers to golf carts. She stated this is also to address safety issues as well as environmental concerns from golf cart usage. Mayor Sessions shared her concerns with other golf cart rental companies coming to the Island and not following the rules. Mayor pro tem Brown asked if Mayor and Council are addressing noise or pollution. Mr. Parks stated the new carts have fuel injection which is quieter. Mr. Burke stated he is favor of safety. Mr. Hughes gave a brief history of golf cart usage as it began for use by the handicapped. This was before there was a State Law which has changed three (3) times since its conception. They was a brief discussion regarding the speed of all "golf type" vehicles. The definitions have changed concerning for motorized carts/personal transportation vehicles as they are all under state regulations. For vehicles such as a moped you can prohibit within the jurisdiction if Mayor and Council so choose. Mr. Hughes continued, apart from accommodating individuals who have disabilities or handicaps, you do have the ability to control where and how they are operated. Ms. DeVetter confirmed what is before them tonight is intended to control those coming from off Island. Mr. Hughes responded this is intended to distinguish between gas power and those that are electrical. Mayor pro tem Brown asked why Mayor and Council are promoting these vehicles crossing Butler Avenue. Mr. Hughes responded low speed vehicles can go anywhere on the Island to include Highway 80 where golf carts cannot. Mayor Sessions stated she does have an issue with businesses on Tybee Island that have legitimately gone through the process, doing everything right yet off Island businesses are not held accountable. She further expressed her concerns with golf carts causing public safety issues such as speeding and traveling streets illegally. Mr. Hosti asked if the low speed vehicles are state regulated. Mr. Hughes confirmed. Mr. Hughes confirmed a golf cart is tested for maximum speed by the Tybee Island Police Department prior to receiving a Tybee decal. Ms. DeVetter asked Ms. O'Connell is she had a number as to how many golf carts are on Island. Ms. O'Connell responded she would reach out to Sgt. Hattrich for an accurate number. Ms. DeVetter feels there cannot be a first reading without more information Mayor pro tem Brown recommended putting a cap on the number of golf carts and/or putting a moratorium on any new golf cart rental businesses. **Nancy DeVetter**

made a motion to table until the number of existing licenses can be determined. **Monty Parks** added the "language needs to be changed". **Nancy DeVetter** accepted his addition to her motion. **Monty Parks** seconded. **Discussion: Mr. Hughes** stated in his opinion, Mayor and Council can justify limiting the number that can operate on the Island for public safety reasons. Dr. Gillen asked Mayor and Council if they would like to schedule a special meeting for discuss the topic. Vote was unanimous to approve, 5-0. **Brian West** was not able to reconnect to the meeting via Zoom.

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

**Nancy DeVetter** discussed the future of the **Beach Task Force**. **Ms. DeVetter** explained the mission of the Task Force and has since changed. Changes are due to Staff and outside consultant and Lobbyist. Dr. Gillen recommended the Beach Task Force take on the task of updating the Beach Management Plan and as tasks evolved, take those on as well. Mr. Hughes recommended to amend the current ordinance to add a sunset. The bylaws would have to be revised as well. **Ordinance to be brought back to Mayor and Council**

**Monty Parks** asked for an update on the **Marine Science Center bathrooms**. Mr. Parks believed there needs to be a bathroom near the rear of the building. He would also like to see a plan moving forward. **To be on the September agenda**

### **Shawn Gillen**

**Salt Meadows: Mr. Hughes to send email with updates**

**City Hall: Awaiting decking**

**708 Butler: No permits have been given**

**Monty Parks** made a motion to adjourn to Executive Session to discuss litigation and real estate.

**Nancy DeVetter** seconded. Vote was unanimous to approve, 5-0.

**Monty Parks** made a motion to adjourn to Regular Session. **Spec Hosti** seconded. Vote was unanimous to approve, 5-0.

**Spec Hosti** made a motion to adjourn. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

Meeting adjourned at 9:45PM.

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Janet R. LeViner, MMC  
Clerk



**File Attachments for Item:**

3. Agenda Request: Peace Officers Association of Georgia: 3-Day Special Event Private Property-Alcohol, Beer and Wine

Held at The Grand View at Hotel Tybee, September 11, 12, and 13, 2022

**MAYOR**  
Shirley Sessions

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



CITY OF TYBEE ISLAND

**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**City Council Agenda Item Request**

**Agenda Item Requests and supporting documentation must be submitted to the Clerk of Council by 4:00PM on the Thursday prior to the next 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: August 25, 2022

Item: Alcohol License Request-Special Event-Liquor, Beer, and Wine

Explanation: Peace Officers Association of Georgia:  
3-Day Special Event: September 11- 13, 2022

Budget Line Item Number (if applicable): N/A

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

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

Submitted by: Sharon S. Shaver

Phone / Email: 912 472-5072 / [sshaver@cityoftybee.org](mailto:sshaver@cityoftybee.org)

Comments: \_\_\_\_\_

Date given to Clerk of Council August 18, 2022

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



## CITY OF TYBEE ISLAND BUSINESS AND ALCOHOL LICENSE APPLICATION



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

LICENSE CLASSIFICATION	FEE	CHECK
Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited	\$ 730.	
Retail Beer/Wine – Sale by Drink for Consumption on Premises Only	760.	
Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited	1130.	
Retail Liquor – Sale by Drink for Consumption on Premises Only	1600.	
Retail Liquor – Sale by Package & Drink both in One Building under One Ownership	2,000	
Sunday Sales – Sale by Drink for Consumption on Premises Only	150	
Sunday Sales – Package Sales Only	50	
Wholesale Beer	765	
Wholesale Liquor	1,500	
Wholesale Wine	150	
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300	
Special Event – Public or Private Property - Beer, Wine (no current license) per event	50	
Special Event – Public or Private Property - Beer, Wine (no current license) 3 days	100	
Special Event – Public or Private Property - Beer, Wine (holding current license) per event	10	

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

Business Name <u>PEACE OFFICERS ASSOC OF GEORGIA</u>				
Business Location <u>1401 STRAND AVE</u>				
Mailing Address <u>PO BOX 1040 REIMSVILLE GA 30453</u>				
Phone <u>912 557 4793</u>		Email <u>jbedwards@poag.org</u>		
Federal ID#: <u>46-0538027</u>		Sales Tax ID: <u>—</u>		NAICS Code:
Business Type(Circle One): Sole Proprietor Partnership Corporation(State) Date: LLC <u>Non-Profit</u> Other:				
Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business				
Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>JOHN EDWARDS</u>		<u>1206 Eggwater</u>	<u>CLAXTON GA</u>	

### Security Assistance Plan

What measures are taken to mitigate/control underage drinking? PEACE OFFICERS ON SITE

Please state whether you will be using Security Guards: YES If so, how many? \_\_\_\_\_ How often / Seasonal dates? \_\_\_\_\_

Do you use off-duty police officers to provide security? YES Number: \_\_\_\_\_ Frequency? ENTIRE TIME OF EVENT

**Per City Ordinance (6-2021) All licensees are required to have proof of their employees, those serving or pouring alcohol, current certificates of completion from an alcohol server training program on file with licensee.**

Is the building capacity notice clearly posted? Where? HOTEL TYBEE BALLROOM  
How is occupancy load enforced? PEACE OFFICERS

**International Fire Code 2018 ed: [BE] 1004.9 Posting of occupant load.** Every room or space that is an assembly occupancy shall have the *occupant load* of the room or space posted in a conspicuous place, near the main *exit* or *exit access* doorway from the room or space, for the intended configurations. Posted signs shall be of an *approved* legible permanent design and shall be maintained by the owner or the owner's authorized agent.

If special event, date(s) of event 9-11 9-12 9-13 Name of event: PEACE OFFICERS ASSOC. OF GA.  
Names of landlord of the business location \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
What other business is conducted at this location? HOTEL TYBEE CONFERENCE SITE

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

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

(if answer is yes, give details) \_\_\_\_\_

If this application is for RENEWAL of an existing license, enter License Number of existing license NO

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? NO FREE HOSPITALITY ROOM

- o Proof of liquor liability insurance: Please attach the current declaration page or certificate of insurance showing the required liquor liability insurance coverage.

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

Applicant Signature \_\_\_\_\_ Date 8/18/22

Approval	Signature	Date
City Manager		
Zoning		

Sworn to and subscribed before me this 18th day of August, 2022

Notary Public





**BACKGROUND CHECK REQUIREMENTS FOR ALCOHOL LICENSE**

PRIOR TO OR AT THE TIME OF SUBMITTING AN APPLICATION, THE APPLICANT FOR A LICENSE OR PERMIT ISSUED UNDER THE TERMS OF THIS ARTICLE AND THE OWNER OF THE PROPOSED BUSINESS OR A PRINCIPAL OFFICER OR MEMBER, THEREOF, AND /OR A MANAGER OF SUCH BUSINESS DESIGNATED BY SUCH OFFICER OR MEMBER, SHALL SUBMIT THEMSELVES FOR FINGERPRINTING AS PROVIDED BY LAW AND IN ACCORDANCE WITH CITY PROCEDURES AS DIRECTED BY THE CITY MANAGER.

**ORDINANCE NO. 6-2019, Sec. 6-5. - Reporting to City/Police - Licensee.**

BE IT FURTHER UNDERSTOOD THAT THE PURPOSE OF OBTAINING THIS INFORMATION IS TO SATISFY THE REQUIREMENTS SET FORTH BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND, REGARDING AN ALCOHOL LICENSE APPLICATION.

-----  
Applicant: John Edwards

Business/Event Name: Peace Officers Association of Georgia

Approved  Denied

  
\_\_\_\_\_  
Chief of Police

8/18/22 Date

Return approved/denied form:

**File Attachments for Item:**

4. Contract with FCMC as a Hazard Mitigation Grant Program (HMGP) Manager - Community Development



# AGENDA ITEM

CITY COUNCIL MEETING: August 25

This was the top scoring proposal for management of the second HMGP grant for house raising.

Approval pending attorney review

## ATTACHMENTS

[8.17.22\\_FCMC Contract\\_Tybee \\_DRAFT.docx](#)



This is a non-exclusive contract **Agreement** effective as of **August XX, 2022** between *The City of Tybee Island* [CLIENT], having its principal office at 403 Butler Avenue, Tybee Island, GA 31328 and *FCMC, LLC*, a limited liability company chartered under the laws of the State of Delaware, having its principal place of business at P.O. Box 12293, Tallahassee, FL 32317.

The CLIENT requires the services of a qualified firm to perform certain professional services for the CLIENT’s projects at various locations.

The CLIENT intends to engage FCMC, LLC to perform certain professional services related to the City of Tybee Island’s hazard mitigation activities.

The Assignment will have the following characteristics: On an as-needed basis, the CLIENT will issue Task Orders to FCMC, LLC describing the work required under this Agreement. In response, FCMC, LLC will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both parties.

In consideration of the mutual promises herein, FCMC, LLC and the CLIENT agree that the terms and conditions of this Agreement are the following:

**1. BASIC SERVICES**

**Scope.** FCMC, LLC shall provide the Basic Services as described in individual Task Orders authorized in writing by the CLIENT. A sample Task Order form is provided in Schedule A. The Task Order format may be modified from time to time. FCMC, LLC’s obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder.

- 1.1. **Standard of Care.** FCMC, LLC shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided [**Standard of Care**]. These services will be provided by FCMC, LLC and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.2. **Instruments of Service.** FCMC, LLC is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its services including designs, drawings, specifications, reports [collectively called **Service Instruments**] and other services provided under this Agreement.
- 1.3. **Applicable Codes.** The Service Instruments will conform to the generally accepted codes and regulations applicable to the Project at the time of performance.
- 1.4. **Subcontractors.** Any subcontractors and outside associates of FCMC, LLC to be engaged by FCMC, LLC under this Agreement are limited to those identified in executed Task Orders or as the CLIENT specifically approves during the performance of a Task Order.
- 1.5. **Request for Proposal and Response.** The City had submitted a request for proposal for the services contemplated by this contract and FCMC, LLC provided a response. All provisions herein are to be construed consistently with the request for proposal and the response by FCMC, LLC. When conflicts arise, this contract shall govern.

**2. ADDITIONAL SERVICES**

- 2.1. **Scope.** FCMC, LLC will provide the **Additional Services** when authorized by the CLIENT in writing in a Task Order or amendment to a Task Order.

**3. THE CLIENT’S RESPONSIBILITIES**

Unless stated otherwise in Section 8 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 3.1. **The CLIENT’s Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT’s policies, and make decisions with respect to individual Task Orders.
- 3.2. **Project Criteria.** Provide criteria and information as to the CLIENT’s requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the CLIENT.



- 3.3. **Data.** Provide all available information, including previous reports and any other data in the possession of the CLIENT relevant to a Task order.
- 3.4. **Access.** Arrange for FCMC, LLC to enter upon property as needed for completion of a Task Order.
- 3.5. **Review.** Respond to FCMC, LLC's request for decisions or determinations.
- 3.6. **Meetings.** Hold or arrange to hold meetings required to assist in the work required by a Task Order.
- 3.7. **Project Developments.** Give prompt written notice to FCMC, LLC whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of FCMC, LLC's services.

**4. PERIODS OF SERVICE**

- 4.1. **Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of Task Orders through completion of each Task Order's scope of work.
- 4.2. **Start of Performance.** FCMC, LLC will start the Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, FCMC, LLC shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by the CLIENT's authorized representative.
- 4.3. **Force Majeure.** If a force, event, or circumstance beyond FCMC, LLC's or the CLIENT'S control interrupts or delays FCMC, LLC's performance, the time of performance shall be equitably adjusted.
- 4.4. **Term.** Notwithstanding any other provision hereof, the contract will terminate at the end of each fiscal year of the City (6-30-20xx) without further obligation on the part of the City. However, the contract will automatically renew for the term otherwise stated herein, unless the city has provided notice of nonrenewal 90 days in advance of the end of its fiscal year.

**5. COMPENSATION**

- 5.1. **FCMC, LLC Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and Fee Schedule (Schedule B), the CLIENT shall pay FCMC, LLC the amount stated in invoices issued for and in accordance with each Task Order for actual work performed and reimbursable expenses incurred during the period covered by the invoice. Invoices are payable by the CLIENT within 30 days after receipt of invoice.

**6. GENERAL CONSIDERATIONS**

- 6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT may change Services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to FCMC, LLC performing the changed services. Such changes can only be required by the CLIENT's authorized representative.
- 6.2. **Confidentiality and Proprietary Information.** FCMC, LLC will hold secret and confidential all information designated by the CLIENT as confidential [**Confidential Information**]; however, the parties recognize that the City is subject to the Georgia Open Records Act. FCMC, LLC will not reveal Confidential Information to a third party unless:
  - 6.2.1. the CLIENT consents in writing;
  - 6.2.2. the information is or becomes part of the public domain;
  - 6.2.3. applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
  - 6.2.4. failure to disclose the information would pose an imminent and substantial threat to human health or the environment.
- 6.3. All specifications, technical information, and other information furnished to CLIENT by FCMC, LLC or developed by FCMC, LLC in connection with the work are, and will remain, the property of the CLIENT.

**7.0. Disputes and Dispute Resolution.**

**7.1. Disputes.** If a dispute or complaint [**Dispute**] arises concerning this Agreement, the CLIENT and FCMC, LLC will negotiate a resolution of the Dispute. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Any time which elapses in attempting to resolve the Dispute through either or both negotiation or mediation shall extend day-for-day any applicable statute(s) of repose or limitation of actions.

**7.2. Negotiation.** Following written notice of a Dispute, a minimum of one face-to-face meeting (or less if the Dispute is resolved) shall be held.

**7.3. Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator's engagement.

7.3.1. Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the

**7.4. Venue.** The parties agree that in the event any dispute is not resolved in accordance with the above procedures any civil action arising as a result of any such dispute shall be maintained only in a court located in Chatham County, Georgia or in the United States District Court for the Southern District of Georgia, Savannah Division and each party hereto agrees to submit itself to any such court.

**8.0. Interpretation.** This Agreement shall be interpreted in accordance with the laws of Georgia.

**9.0. Insurance.** FCMC, LLC will maintain **insurance** against the following risks during the term of the Agreement:

9.1. workers compensation in statutory amounts and employer's liability for FCMC, LLC's employees' project-related injuries or disease;

9.2. general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from FCMC, LLC's performance under this Agreement; and

9.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of FCMC, LLC's failure to meet the Standard of Care.

**10.0. Indemnification.**

10.1. FCMC, LLC hereby agrees to indemnify and hold the CLIENT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising out of the negligent acts, errors, or omissions of FCMC, LLC or others for whose acts FCMC, LLC is responsible under this Agreement.

**11.0. Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the parties agree that neither the CLIENT nor FCMC, LLC shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by FCMC, LLC hereunder, in no event will FCMC, LLC's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed two times FCMC, LLC's fees for services from which the liability arises.

**12.0 Successors.** This Agreement is binding on the successors and assigns of the CLIENT and FCMC, LLC. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the CLIENT.

**13.0. Independent Contractor.** FCMC, LLC represents that it is an independent contractor and is not an employee of the CLIENT.

**14.0. Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the party.

**15.0. Entire Agreement.** This Agreement, including FCMC, LLC’s Schedules, Attachments, and Task Orders executed pursuant to this Agreement, is the entire agreement between the CLIENT and the FCMC, LLC. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and FCMC, LLC.

**16.0. Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**17.0. Termination.** This Agreement may be terminated by either Party at will and without cause, at any time upon thirty (30) days prior written notice to the other Party, and shall remain in force until so terminated. All information, data, materials, software and any other materials provided to the Party must be returned to the other Party upon termination of the Agreement.

**18.0. Effective Date.** This Agreement is effective on the date shown on the cover page.

**19.0. SPECIAL PROVISIONS, EXHIBITS and SCHEDULES**

**19.1. Special Provisions.** This Agreement is subject to the following special provisions:

**Duties and Responsibilities of FCMC, LLC.** FCMC, LLC or its representatives may be on site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by FCMC, LLC will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.

**Limitations of FCMC, LLC's Responsibilities.** FCMC, LLC will not be responsible for other contractors’ means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with the programs incident thereto. FCMC, LLC will not be responsible for contractors’ or their subcontractor's failure to perform the work in accordance with their contract with the CLIENT or any other agreement. FCMC, LLC will not be responsible for the acts or omissions of contractors, their subcontractors or any other contractors, or any of its or their agents or employees or any other persons at the site or otherwise performing any of the work.

**19.2..Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

**19.3.. Schedule A** *Sample Task Order Form*

**19.4. Schedule B** *Fee Schedule*

**Execution Authority.** This Agreement is a valid and authorized undertaking of the CLIENT and FCMC, LLC. The representatives of the CLIENT and FCMC, LLC who have signed below have been authorized to do so.

**CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES**

Between *City of Tybee Island, GA* and FCMC, LLC

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

**City of Tybee Island [CLIENT]**

**FCMC, LLC**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

**PROFESSIONAL SERVICES TASK ORDER**

**Project Number--Task Order Number: 1**

Subject to the Agreement between *the City of Tybee Island, GA* [the CLIENT] and *FCMC, LLC*, effective **October XX, 2019**, the CLIENT hereby authorizes FCMC, LLC to perform services as specified in this Task Order and in accordance with the above mentioned Agreement.

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**1. Basic Project Information**

Project Name: City of Tybee Island HMGP Grant Administration

CLIENT Representative: George Shaw, Community Development Director

FCMC, LLC Representative: Jared Davis, Project Manager

2. **Scope of Services:** FCMC, LLC shall perform its Services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order. 2 CFR 200, Appendix II is incorporated herein by reference.

3. **Period of Service:** The period of service shall be through June 30, 2024.

4. **Compensation:** FCMC, LLC's compensation under this Task Order is a not-to-exceed fee of \$416,500.

5. This Task Order's Pricing Schedule is attached and incorporated as Attachment 2.

**6. Special Conditions:**

None identified at this time.

**ISSUED AND AUTHORIZED BY:**

CITY OF TYBEE ISLAND

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

Title: \_\_\_\_\_

**ACCEPTED AND AGREED TO BY:**

FCMC, LLC

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

Title: \_\_\_\_\_

**PROFESSIONAL SERVICES TASK ORDER**

**Project Number--Task Order Number: 1**

**Attachment 1**

**Scope of Services**

**1.) Scope of Services**

The City of Tybee Island has recently been awarded a FEMA Hazard Mitigation Program Grant to elevate up to forty-nine (49) homes on the island, to be completed in two batches. FCMC will perform grant management services to administer all phases of the grant contract with GEMA to include reimbursement requests, record keeping, reporting and close out. Additional activities would include public workshops and meetings, individual meetings with homeowners, updates to city council and coordination with city staff.

Requirements include:

- Conduct public meeting for all eligible homeowners to explain the process
- Vet contractors to ensure minimum qualifications are met
- Work with our finance director to create a budget for the project
- Manage cash flow from GEMA including all necessary record keeping and reporting
- Manage payouts in keeping with FEMA guidelines including all necessary record keeping and reporting
- Present project updates to City Council quarterly
- Submit grant amendments as necessary
- All other tasks necessary for administering grant to FEMA specifications
- Close out the grant as required by FEMA

**PROFESSIONAL SERVICES TASK ORDER**

**Project Number--Task Order Number: 1**

**Attachment 2**

**Fee Schedule**

1.) **Pricing.** The contractor shall submit monthly invoices for services completed in accordance with the rate table.

Principal	\$200/hour
Project Manager	\$145/hour
Deputy Project Manager	\$120/hour
Technical Support	\$95/hour

2.) **Expenses and Travel.** The amount identified in section 1 of the Fee Schedule is inclusive of FCMC expenses required to complete this task order.

**File Attachments for Item:**

5. Resolution 2022-06, Extending Moratorium



**A RESOLUTION MODIFYING THE MORATORIUM RESOLUTION OF 6-2021 AND 2021-10 AND 2022-02 APPLICABLE TO THE ISSUANCE OF OCCUPATIONAL TAX CERTIFICATES OR PERMITS FOR SHORT-TERM RENTALS SO AS TO EXTEND THE MORATORIUM AS MODIFIED SUBJECT TO EXCEPTIONS AND UNTIL OCTOBER 31, 2022**

WHEREAS, the City of Tybee Island through its Mayor and Council has previously adopted moratorium resolutions limited or prohibiting the issuance of authorizations for the operation of Short-Term Rental properties; and

WHEREAS, a resolution was entered on the 14<sup>th</sup> day of October, 2021 modifying Resolution 6-2021 entered on August 26, 2021 so as to make the moratorium only applicable to R-1, R-1-B and R-2 districts within the City; and

WHEREAS, by resolution of November 10, 2021 the previously entered moratoriums of August 16, 2021 and October 14, 2021 were extended until April 30, 2022; and

WHEREAS, by resolution of April 14, 2022 the prior resolutions were extended until August 31, 2022 while work continued and comments were received; and

WHEREAS, public meetings have been held regarding the terms of ordinances and proposed ordinances which were debated and which are continuing to be under consideration; however, further time is needed to continue analysis and to conduct hearings on proposals and in order to review zoning changes contemplated by new ordinances addressing STRs in zones and on the impact of Short-Term Rentals and on the potential controls of occupancy, noise, parking and other considerations which may best be handled through amendments to the Short-Term Rental ordinances and the zoning ordinances of the City; and

WHEREAS, further time is needed to continue the analysis and meetings and to conduct one or more public hearings pursuant to the Zoning Procedure Law on multiple issues involved in the process; and

WHEREAS, it had previously been planned for such public hearings to occur on August 25, 2022; however, due to a further need to comply with the time periods applicable under the Zoning Procedure Law and to accommodate meeting schedules, the public hearings will now be conducted on September 22, 2022 and therefore an additional extension of the moratorium is appropriate;

NOW, THEREFORE BE IT RESOLVED in open meeting by the Mayor and Council that until October 31, 2022, unless Council should act sooner, no further permits shall be issued for

Short-Term Rental operations within zones R-1, R-1-B and R-2 within the city. The moratorium as modified is hereby extended until such time. All terms of the moratorium shall continue in full force and effect, including those provisions relating to re-permitting previously permitted properties upon an appropriate application.

All other issues impacting such properties and the operations that impact City residents during the course of the moratorium shall also continue to receive due consideration, and work by Council and staff on the issues and topics will continue, including the receipt of comments from interested parties.

BE IT SO RESOLVED, this \_\_\_\_\_ day of August, 2022.

ATTEST:

By \_\_\_\_\_  
City Clerk

Mayor: \_\_\_\_\_  
City of Tybee Island

(SEAL)