

MAYOR
Shirley Sessions

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
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

AMENDED AGENDA

REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL

May 13, 2021 at 6:30 PM

Please silence all cell phones during Council Meetings

Consideration of Items for Consent Agenda 6:30PM

Opening Ceremonies

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

Announcements

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

1. Minutes, City Council Meeting, April 22, 2021
2. Minutes, Special City Council Meeting, May 6, 2021

Proclamations

3. Janice Elliott, President, American Legion Auxiliary, ALA, Unit 154, National Poppy Day, May 28, 2021

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

If there is anyone wishing to speak to anything on the agenda other than the Public Hearings, please come forward.

Consideration of Approval of Consent Agenda

Public Hearings

4. Text Amendment To Flood Ordinance
5. PC MINUTES 4/19/2021 (for information only)

Consideration of Bids, Contracts, Agreements and Expenditures

6. Jen Amerell: Water/Sewer Utility Rate: Proposed Rate Structure
7. GMC Contract, Storm-water Proposal

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



- 8. Passport Addendum
- 9. Memorandum of Agreement, Info Hut Partnership
- 10. Georgia Historical Society, Grant Application to the Georgia Historical Society for the Lazaretto historical marker.

Consideration of Ordinances, Resolutions

- 11. First Reading, 2021-18, Chapter 42-67, Marijuana

Council, Officials and City Attorney Considerations and Comments

- 12. Barry Brown: GMA Retirement Update
- 13. Monty Parks: Update on Marine Science Center

Executive Session

Discuss litigation, personnel and real estate

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

Adjournment

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

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



THE VISION OF THE CITY OF TYBEE ISLAND

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



THE MISSION OF THE CITY OF TYBEE ISLAND

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

File Attachments for Item:

1. Minutes, City Council Meeting, April 22, 2021

Consideration of Items for Consent Agenda

Mayor Sessions called the Consent Agenda to order at 6:30PM. Those present were Monty Parks, John Branigin, Barry Brown, Nancy DeVetter and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, Assistant City Attorney; George Shaw, Director, Community Development; and Janet LeViner, Clerk of Council. Jay Burke was not in attendance.

Mayor Sessions listed the following items on the consent agenda:

- Minutes, April 8, 2021
- Request to amend budget to cover repairs to fire department vehicles and equipment. Currently funds are in the DPW budget. Finance Director requests to move funds so that TIFD can do PO's and pay invoices when needed.
- Underground Easement, 116 Lewis Avenue.
- Mobile Tower Equipment Lease Agreement. **Discussion: Mr. Hughes** stated this item was added as part of the amended agenda. He would ask Mayor and Council to approve/authorize the Mayor to sign if an appropriate agreement can be arrived at with the Lessor or an alternative. The meeting thereafter, when receive an agreement, it would be made a part of the agenda.

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

Opening Ceremonies

- Call to Order
- Invocation: Rev. Kenneth Williams
- Pledge of Allegiance

Reports of Staff, Boards

Hannah Eckert, approached Mayor and Council to give an update on the **Sustainability Committee**. Ms. Eckert stated she is a member of the Fight Dirty Tybee group and other service oriented committees on the Island. She recommended Tybee having a Sustainability Committee on the Island to reduce plastic, plastic straws, and children's beach toys. Ms. Eckert asked what the City does to protect the environment. Mayor Sessions responded there are many activities on Tybee Island and volunteer groups that help the City with trash. She asked Dr. Gillen to add a link as to what Tybee Island is doing regarding not only the different volunteer groups but also the statistics on what has been collected. Mayor Sessions thanked Ms. Eckert.

Doris Williams, Executive Director, Rape Crisis Center of the Coastal Empire approached Mayor and Council to give a presentation on the work of the Center. Ms. Williams stated she would like to highlight Sexual Assault Awareness Month and inform the citizens of Tybee the services that are offered. She continued with her presentation (attached). Mayor Sessions thanked Ms. Williams for her presentation.

Renee DeRossett and "Florence" approached Mayor and Council to give an update on the **Tybee Arts Association**. Ms. DeRossett with the assistance of others gave a brief presentation of the productions they have produced over the years. She then presented the Tybee Island Ballet Theater, which is children oriented and they presented a very short program. Ms. DeRossett again thanked Mayor and Council for all the support. Mayor Sessions thanked everyone for their presentation.

Chief Robert Bryson, Tybee Island Police Department, approached Mayor and Council to give his **Quarterly Report**. **Chief Bryson** stated his presentation is included in the packet before them tonight and thanked Mayor and Council for all their support. Chief Bryson then introduced the Tybee Island Detective team to Mayor and Council. Mayor Sessions thanked Chief Bryson, the Tybee Island Police Force and Staff for everything they do for Tybee. Mayor pro tem Brown thanked Chief Bryson for the officers stopping and interacting with the children on the Island as this helps the children not be afraid of the police. Chief Bryson thanked Mayor pro tem Brown.

Chief Matt Harrell, Tybee Island Fire Department, approached Mayor and Council to give his **Quarterly Report**. **Chief Harrell** stated his presentation is included in the packet before them tonight. He stated that hopefully after COVID they will be able to add volunteers to the staff and provide training. Chief Harrell explained that most of the fire fighters are crossed trained as life guards which helps if there is a water emergency. Daily beach patrols have started due to the heavy influx of beach goers as well as seasonal life guards which are patrolling seven days a week. Mayor Sessions thanked Chief Harrell as well as his entire staff for everything they do for not only the citizens of Tybee Island but also the visitors.

Citizens to be Heard

Andy Davis approached Mayor and Council to speak to the **Elimination of Gas Powered Golf Carts**. Mr. Davis stated he was at the meeting to campaign for the quality of life on 14th Street. He continued, he has no problem with golf carts on Tybee but would asked Mayor and Council for a compromise to identify golf carts (rental) on 14th Street so bad behavior can be reported back to the rental company. Mayor Sessions thanked Mr. Davis and stated this will be included on an upcoming agenda to address issues as presented tonight.

Andy Davis approached Mayor and Council to speak to the possibility of **Moving Red-light from 14th and Butler to 15th and Butler**. Mr. Davis shared his concerns with the traffic flow due to the high volume of vehicles on 14th Street. He recommended having an emergency lane near the Annex Building as City Staff will be moving into that building which will cause more traffic. Mayor Sessions thanked Mr. Davis and agreed with him as the volume of traffic is a concern for residents as well as visitors.

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

Consideration of Ordinances, Resolution

Second Reading, 2021-13, Chapter 54, Streets, Sidewalks and Other Public Places and Special Events and to Establish an Effective Date and For other Purposes. Mr. Hughes stated this is a result of review from the Code Review Group as well as adding the requirement liquor liability insurance for special events servers. **Monty Parks** made a motion to approve. **Nancy DeVetter** seconded. Vote was unanimous to approve, 5-0.

First Reading 2021-15, Environment. Mr. Hughes stated this is another recommendation from the Code Review Group and recommendations including the tobacco free environment where there is to be a designated area for smoking. Mr. Branigin made reference to the numerous definitions throughout Chapter 22. Mr. Hughes stated he does not agree with some of the definitions and the ordinance needs to be consistence throughout. After a lengthy discussion, Mr. Hughes stated prior to second reading he will provide a summary of the changes and how they affect the City. He would not like to do anything that is inconsistent with Solid Waste Management Act and Refuse Collection Act and he will forward copies of both to Mayor and

Council for their understanding. Mr. Branigin proposed ordinances that are recommended by the Code Review Committee come before Mayor and Council for discussion prior to first reading for a better understanding of the proposed changes. Mr. Hughes concurred and recommended to leave Sec 22-166 and 22-191 as written pending the ability to review further as it appears necessary. Ms. DeVetter asked the City Manager if there are issues with Staff smoking and littering with cigarette butts outside City buildings. Dr. Gillen responded no as Staff is very responsible with their litter. Also, the number of Staff smoking is very low. Mayor Sessions asked Mr. Hughes to repeat his recommendations. Mr. Hughes recommended leaving Sec 22-166 and Sec 22-178 through Sec 22-190 as is. **Nancy DeVetter** made a motion not to adopt any changes. **Barry Brown** seconded. Vote was unanimous, 5-0.

First Reading 2021-16 Municipal Court Sec 38. Mr. Hughes stated this is necessary as it is an update of what is contained in the Municipal Code. Currently the City has pro-tem judges to act when and if the judge is not available. The Code as it reads now specifies the Mayor may set in and preside over the Court. Mr. Hughes continued he feels the fee schedule should be left in ordinance form and he has made a change in Sec 38-4 regarding technology costs surcharge. There needs to be a Local Act to impose this fee and to date there is none, therefore the fee has not been imposed. He stated he recommends the changes as shown in the red-line version of the proposed ordinance be adopted and the City peruse the technology fee. Ms. DeVetter asked Dr. Gillen to review the numbers for accuracy. **Nancy DeVetter** made a motion to approve with the recommended changes. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

Telecommunications, Chapter 62. Mr. Hughes stated a Resolution was adopted and is in the packet before them tonight as it sets the fee. **Attorney recommends no change.**

Council, Officials and City Attorney Considerations and Comments

Bubba Hughes stated there are a number of issues with the Marine Science Center currently which need to be addressed. This is to clarify the understanding between the City and the Marine Science Center as the building is getting closer to being fully operational. Mr. Parks recommended a full conversation with Mayor and Council regarding the Marine Science Center. He asked for a workshop to review the individual issues. Mayor Sessions confirmed and would like the discussion to include financial responsibilities, what has occurred, what needs to occur and who has responsibility I each concern/issue. After a discussion it was the consensus of Mayor and Council to have a workshop. Mayor Sessions recommended the Cathy Sakas, Board of Directors, be a part of the workshop. Mr. Parks recommended Mayor and Council extend an offer to Department of Natural Resources as well as a certified election to attend the workshop. Mr. Branigin suggested a new lease or an addendum to the current lease moving forward. Mayor Sessions concurred. **Clerk of Council was asked to coordinate a workshop to discuss issues.**

Nancy DeVetter gave an **Update on the Race Equity Resolution.** Ms. DeVetter stated things have happened but there has not been an update for the public. Dr. Gillen stated there are five (5) items in the Resolution to memorialize the history of Tybee Island. Updates: as to the website, Staff is currently working to have a link on the City's website which is taking some time; Education has and continues to be available to Staff on-line; working with the Park Service for location of a monument; and Juneteenth is now an official holiday, which will be observed on June 18, 2021. Mr. Branigin stated action is required regarding the holiday as Chapter 46, Sec 43, states in ordinance form, the official City holidays and Juneteenth is not included. Mr. Hosti clarified the Park Service does not own the property for the proposed monument as it is owned privately. Mr. Hughes confirmed. Dr. Gillen stated he is awaiting the MLK Committee to submit their design for the monument.

Monty Parks made a motion to adjourn to Executive Session to discuss Litigation and Real Estate. Vote was unanimous, 5-0.

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

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

Meeting adjourned at 9:10PM.

Janet R. LeViner, MMC
Clerk



1

HERSTORY

A woman was raped in 1974. Like thousands of others, she soon discovered that the "system" was not **sensitive** to the trauma she was going through and there were no services specifically for women who were raped.

In August **of 1975**, the first group of volunteers **were established** and the telephone crisis line was opened.

2

MISSION

The mission of the Rape Crisis Center is to provide resources and advocacy to victims of rape and sexual assault and prevention education to youth and adults.

3

What is Sexual Assault?

- Sexual assault and abuse is any type of sexual activity that you do not agree to including inappropriate touching; vaginal, anal or oral penetration; sexual intercourse that you say no to; rape; attempted rape; and child molestation.

4

Advocacy

- Provide crisis intervention, support, information and referrals for victims of sexual violence

5

Resources & Advocacy

- 24 Hour Crisis Line
- 24 Hour Hospital/Onsite Emergency Advocacy Services
- Sexual Assault Nurse Examiner/Exam (S.A.N.E)
- Counseling
- Court Accompaniment
- Transportation Assistance
- Financial Assistance

6

Counseling

The Rape Crisis Center offers free short term crisis intervention for victims of sexual assault, their friends and families. There is no charge for this service.

- Licensed Professional Counselor
- Individual
- Support Group
- Incest Survivors

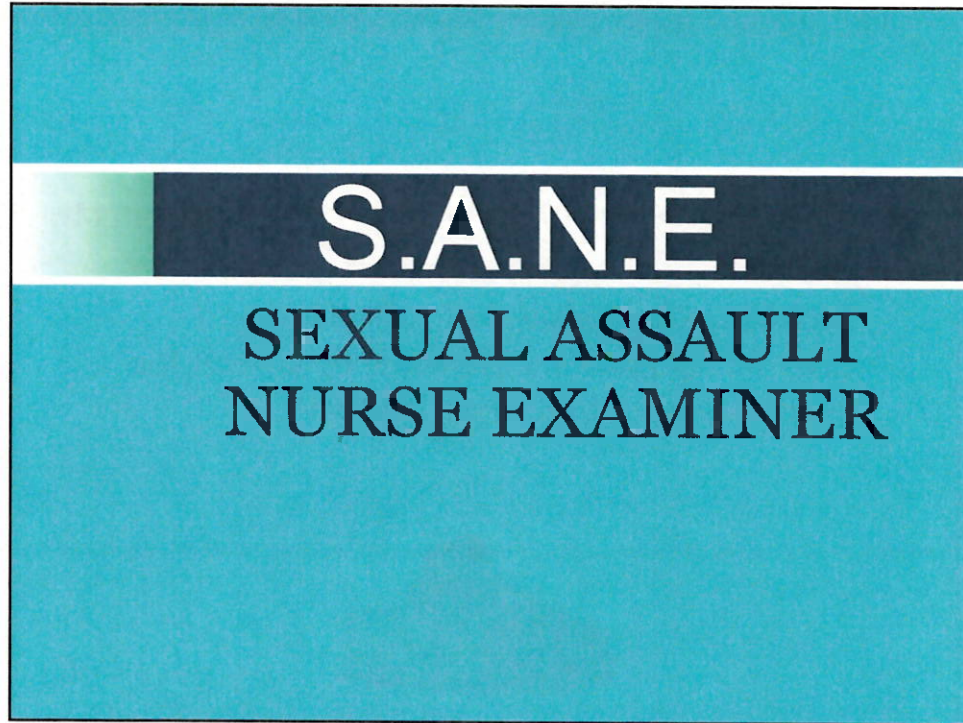
7

Volunteer Requirements

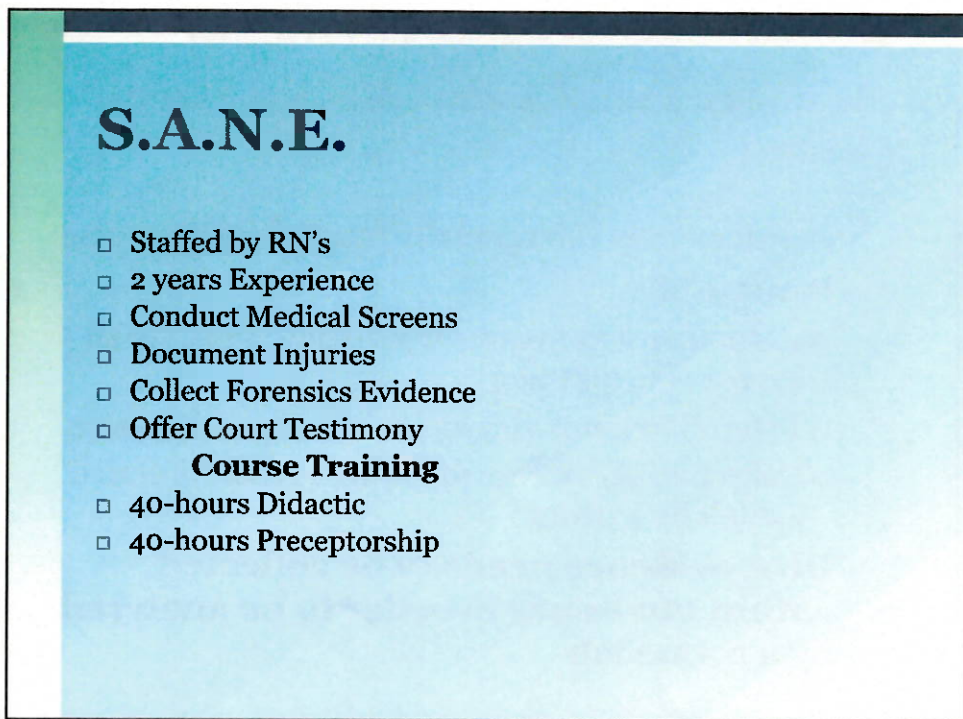
In order to become a volunteer advocate with the Rape Crisis Center, candidates must meet the following requirements:

- Age 21
- Drug Screen
- Criminal Background Check
- Reliable Transportation (Hospital Advocates)
- 40-hour Training
- Shadow Staff (Hospital Advocates)

8



9



10

Goal of SANE

- Minimize physical and psychological trauma to victim
- Maximize probability of collecting and preserving physical evidence of assault for potential use in the legal system



11

What is a Sexual Assault Medical Forensic Exam?

- Performed by the specially trained SANE nurse
- Purpose of:
 - Evaluation and treatment of trauma and possible exposure to infection
 - Referral to counseling and follow-up medical care
 - Collection of evidence following a report of sexual assault by a victim
- **DNA evidence needs to be collected within 120 hours in order to be analyzed by a crime lab**

12

Evidence

- Following the exam, all evidence is packaged and sealed by the SANE
 - Releases the evidence to the responding SVU detective
 - Detective logs evidence in at police department
 - Taken to GBI lag for testing



13

Prevention Education

- Bullying Prevention
- Boundaries and Consent Education
- Personal Safety Classes
- Sexual Violence Awareness
- Healthy Relationships Education
- Digital Citizenship and Internet Safety

SECTOR SPECIFIC

- Youth Leadership Initiatives
- Parent Presentations
- Youth Serving Organizations

Primary prevention is about getting to the root of the problem and changing our culture to one that promotes safety, equality and respect.

14

Volunteer Requirements

In order to become a volunteer advocate with the Rape Crisis Center, candidates must:

- Age 21
- Drug Screen
- Criminal Background Check
- Reliable Transportation (Hospital Advocates)
- 40-hour Training
 - 30 Hours on-line
 - 10 On-ground
- Shadow Staff (Hospital Advocates)

15

Contact Information



Doris L. Williams
Executive Director
912-233-3000
director@rccsav.org

16

File Attachments for Item:

2. Minutes, Special City Council Meeting, May 6, 2021

Special Meeting, City Council Minutes, May 6, 2021

Mayor Sessions called the Special City Council Meeting to order at 1:45PM. Those present were Jay Burke, Monty Parks, John Branigin, Barry Brown, and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; George Shaw, Director, Community Development; and Janet LeViner, Clerk of Council. Nancy DeVetter was excused.

Item for Consideration

Approval: Film Permit, Paramount Worldwide Productions, "The in Between", May 10 – 13, 2021. Jay Burke recused. Robyn Rosner approached Mayor and Council to explain in detail the parking requirements. She stated all businesses and resident have been notified of the days of filming and parking requirements. Mayor pro tem Brown asked if they are filming on the beach or in the parking lot as he is concerned with traffic flow. Donnie Martinez, Production Manager, approach Mayor and Council. Mr. Martinez explained they are doing everything possible not to disrupt the business, residents and beach goers. Mayor Sessions stated she would like to have conversations with Council and the City Attorney regarding adding impact fees for filming in the future. The revenue would then be allocated for re-nourishment of the beach. **Monty Parks** made a motion to approve. **John Branigin** seconded. Vote was unanimous, 4-0.

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

Meeting adjourned at 2:00PM.

Janet R. LeViner, MMC
Clerk

File Attachments for Item:

3. TEXT AMENDMENT TO FLOOD ORDINANCE



STAFF REPORT

PLANNING COMMISSION MEETING: April 19, 2021

CITY COUNCIL MEETING: May 13, 2021

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 Appendix A, Land Development Code, Section 8-060 Definitions, 8-070 Land to which this article applies, 8-180 General Standards, 8-190 Specific Standards, 8-230 Coastal high hazard areas (V zones).

PROPOSAL: Changes as recommended by CRS audit and State flood plain manager.

ANALYSIS: The amendments were recommended as part of our CRS audit and help us maintain our class 5 status. Some additional changes recommended by State flood plain manager to comply with State standards after review.

STAFF FINDING

Staff recommends approval

This Staff Report was prepared by George Shaw.

ATTACHMENTS

- A. Amendment

Sec. 8-060 Definitions

Building, means any structure built for support, shelter, or enclosure for any occupancy or storage. see *Structure*.

Coastal high hazard area means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The coastal high hazard area is identified as zone V/E on flood insurance rate maps (FIRMs).

Five Hundred Year Floodplain (the 500-year floodplain or 0.2 percent change floodplain) means that area, including the base floodplain, which is subject to inundation from a flood having a 0.2 percent chance of being equaled or exceeded in any given year.

Sec. 8-070. - Lands to which this article applies.

This article shall apply to all areas of special flood Hazard within the jurisdiction of Tybee Island, Georgia.

Sec. 8-180. - General standards.

In all areas of special flood hazard the following provisions are required:

- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) Elevated Buildings. All New construction or substantial improvements of existing structures that include ANY fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. (not applicable in coastal high hazard areas).
 - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria.
 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one foot above grade; and
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - b. So as not to violate the "lowest floor" criteria of this article, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
 - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing fixtures, and other service facilities shall have one foot of freeboard above

BFE and shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.

(7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;

(8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

(9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding, and;

(10) Any alteration, repair, reconstruction or improvement to a structure, which is not compliant with the provisions of this article, shall be undertaken only if the non-conformity is not furthered, extended or replaced.

Sec. 8-190. - Specific standards.

In all areas of special flood hazard designated as A1—30, AE, AH, A (with estimated BFE), the following provisions are required:

(1) *New construction and/or substantial improvements.* Where base flood elevation data are available, new construction and/or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of subsection [8-180\(4\)](#), "Elevated Buildings."

~~a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing fixtures and other service facilities shall be elevated at or above one foot above the base flood elevation.~~

(2) *Non-residential construction.* New construction and/or the substantial improvement of any structure located in A1—30, AE, or AH zones, may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in subsection [8-170\(6\)](#).

(3) Standards for manufactured homes and recreational vehicles—Where base flood elevation data are available:

a. All manufactured homes placed and/or substantially improved on: (1) individual lots or parcels, (2) in new and/or substantially improved manufactured home parks or subdivisions, (3) in

expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement, elevated no lower than one foot above the base flood elevation.

b. Manufactured homes placed and/or substantially improved in an either existing manufactured home park or subdivision may be elevated so that:

1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation; or

~~2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.~~

c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (ref. subsection [8-180\(6\)](#) above)

d. All recreational vehicles placed on sites must either:

1. Be on the site for fewer than 180 consecutive days;

2. Be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or

3. The recreational vehicle must meet all the requirements for "New Construction", including the anchoring and elevation requirements of subsections (3)a. and c., above.

(4) *Floodway*. Located within areas of special flood Hazard established in [section 8-080](#) are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

a. Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.

b. Only if subsection (4)a. above is satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of this division.

Sec. 8-230. - Coastal high hazard areas (V-zones).

Located within the areas of special flood hazard established in [Section 8-080](#), are areas designated as coastal high hazard areas (V-zones). These areas have special flood hazards associated with wave action and storm surge, therefore, the following provisions shall apply:

(1) All new construction and substantial improvements of existing structures shall be located landward of the reach of mean high tide;

(2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that the bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than one foot above the base flood elevation level. All

space below the lowest supporting member shall remain free of obstruction or constructed with non-supporting breakaway walls. Open wood lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with subsection below;

- (3) All new construction and substantial improvements of existing structures shall be securely anchored on pilings, columns, or shear walls; and
- (4) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both (non-structural and structural). Water loading values shall equal or exceed those of the base flood. Wind loading values shall be in accordance with the most current edition of the (ICC) International Building Codes.
- (5) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in subsection (2) through (4) herein.
- (6) All space below the lowest horizontal supporting member must remain free of obstruction. Open wood lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action without causing structural damage to the supporting foundation or elevated portion of the structure. The following design specifications are allowed:
 - a. No solid walls shall be allowed; and
 - b. Material shall consist of open wood lattice or mesh screening only.
 - c. If aesthetic open wood lattice work or screening is utilized, any enclosed space shall not be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
- (7) Prior to construction, plans for any structures having open wood latticework or decorative screening must be shown on the plans submitted to the city building and zoning department for review and approval;
- (8) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with open wood latticework or decorative screening, as provided in this section.
- (9) There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free of obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The building and zoning department shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:
 - a. Particle composition of fill material does not have a tendency for excessive natural compaction;
 - b. Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - c. Slope of fill will not cause wave run-up or ramping.

(10) There shall be no alteration of sand dunes or mangrove stands, which would increase potential flood damage;

(11) Prohibit the placement of manufactured homes (mobile homes), ~~except in an existing manufactured homes park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of subsection [8-190\(3\)](#) are met.~~



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: 4/19/2021

Project Name/Description: Amendment to Flood Ordinance, Sec. 8-060 to Sec. 8-230.

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			VICE CHAIR-ABSENT
Gooding	X		
Hill	X		
McGruder	X		MOTION
McNaughton	X		
Reynolds	X		SECOND

Planning Commission Chair: _____

Date: _____

Planning & Zoning Manager: *Geoffrey*

Date: 4-20-21

File Attachments for Item:

4. PC MINUTES 4/19/2021

PLANNING COMMISSION

Demery Bishop
Ron Bossick
Marie Gooding
Susan Hill
Elaine T. McGruder
David McNaughton
J. Whitley Reynolds



CITY MANAGER
Shawn Gillen

COMMUNITY DEVELOPMENT DIRECTOR
George Shaw

CITY ATTORNEY
Edward M. Hughes

**Planning Commission Meeting
MINUTES
April 19, 2021**

Chair Bishop called the April 19, 2021 Tybee Island Planning Commission meeting to order. Commissioners present were **Marie Gooding, Susan Hill, Elaine T. McGruder, David McNaughton** and **J. Whitley Reynolds**. **Vice Chair Ron Bossick** was absent.

Consideration of Minutes:

Chair Demery Bishop asked for consideration of the February 22, 2021 meeting minutes. Commissioner Elaine T. McGruder motion made a motion to approve. Commissioner Whitley Reynolds seconded. The vote to approve was unanimous.

Disclosures/Recusals:

Chair Bishop asked if there were any Disclosures or Recusals. There were none.

Old Business:

Chair Bishop asked if there was any old Business. There was none.

New Business:

TEXT AMENDMENT: Amendment to Flood Ordinance, Sec. 8-060 to Sec. 8- 230.

George Shaw approached the Planning Commission and stated the Community Rating System which is a program the City of Tybee is a member of that helps reduce flood insurance rates. He stated they also review our codes and recommended changes to remove manufactured homes in the V zone area. And having all ductwork and HVAC systems one foot above base flood meeting the same freeboard requirement as the rest of the structure. **George Shaw** stated he sent the changes to the state flood plain manager for his review and comment and he also recommended the two definition changes which are part of the state laws which we did not have in ours. **Commissioner Susan Hill** asked if striking out the manufactured homes wording in item 11 will conflict with section 8 that also talks about manufactured homes. **George Shaw** stated that section 11 is specifically referencing structures in the V zone and section 8-190 are structures in the other parts of the Island. **Commissioner Elaine T. McGruder** made a motion to approve. **Commissioner J. Whitley Reynolds** seconded. The vote to approve was unanimous.

TEXT AMENDMENT: Amendment to Tree Ordinance

George Shaw approached the Planning Commission and stated the City had a situation with a customer who had a legitimate tree permit for the site but when the contractor did the work they removed trees that were not permitted. So from that issue City Council asked Mr. Hughes to come up with some language to strengthen the ordinance. And this is what we have in front of us today. Added penalties and having someone from the City to be on site if

more than five trees are to be cut. **Chair Demery Bishop** asked if we would have the enforcement capability to monitor this issue. **George Shaw** stated it will be an adjustment but we will do what we can. **Demery Bishop** asked in proposed section (E) it states the word convictions and to me this is criminal not a civil act, will this be a criminal act. **George Shaw** stated it is not a criminal matter and he will speak to the attorney to see if it will matter. Dale Williams who lives at 1101 Second Avenue Tybee Island, approached the Planning Commission and stated this developer who involved in the clear-cut was the same one that is developing on the lot behind us. So we were a little bit concerned. Fortunately the owner helped us understand what trees were staying and what ones were going. He stated then he decided he would look into tree ordinance and he noticed a lot of fuzziness and confusion. He stated there is an urgency to make some changes mainly in prevention. He gave Planning Commission member and staff a list of recommendations to consider. **Marie Rodriguez** who lives at 713 Jones Avenue Tybee Island approached the Planning Commission and stated she heard that on the homes that are being raised all the trees and shrubs on the property would have to be moved. **George Shaw** stated that some of the homes might need a tree or two removed not necessarily all the trees, only the ones that would get in the way of the lifting. And if they do have to remove any they would have to be justified by following the same procedures and getting a tree removal permit. **Commissioner David McNaughton** stated this should be sent back for some changes and additions and brought back. **Commissioner David McNaughton** made a motion to continue and revise to consider Planning Commission members thoughts and Mr. Williams suggestions and brought back to the May 17, 2021 Planning Commission meeting. **Commissioner Elaine T. McGruder** seconded. The vote to approve was unanimous.

Discussions: **Commissioner David McNaughton** stated he has been looking at the explosion in construction on Tybee and thinking about the increase demand for water and sewerage and other services. And he wanted to ask Planning Commission if they have interest in brainstorming ideas to slow it down to protect our infrastructure. Maybe a workshop. **All Planning Commissioners** agreed. **Commissioner David McNaughton** stated he will send a letter to City Council for approval or denial.

Chair Demery Bishop asked Planning Commission members if they would like to start the meetings at 6:30pm instead of 7:00pm. **All Planning Commissioners** agreed and **George Shaw** stated he will forward that on since it will take an amendment to the ordinance.

Adjournment: 8:00pm
Lisa L. Schaaf

File Attachments for Item:

5. Jen Amerell: Water/Sewer Utility Rate: Proposed Rate Structure



City of Tybee Island

Memorandum

To: Mayor Sessions & City Council
From: Jen Amerell, Finance Director *JRA*
Date: May 7, 2021
Re: Water / Sewer Utility Rate

Background

Over the last few months we have discussed the need for a restructure / adjustment to the current water and sewer rates. Staff has hosted two public informational meetings, sent information to consumers via email and utility bill and posted information on the City's Facebook page.

The City has not had a rate adjustment for multiple years, and is continuing to see costs exceed revenues. A rate structure paired with smaller annual rate adjustments will allow the City to fund the various capital projects that are past due. These projects include, but are not limited to; sewer line replacements, watermain replacements, well house and clarifier rehabilitation, electrical and water treatment plant upgrades, and various equipment purchases.

The 2022 budget is built with the utility rates proposed in new rate structure. The 2022 Water / Sewer budget is balanced, does not use current fund balance to supplement any deficit, and includes a \$250,000 fund balance replenishment.

Proposed Rate Structure

The following revisions to the water / sewer rate structure are proposed:

1. Reduce and simplify the number of fixed rate classes
2. Eliminate zero charge for usage
3. Establish a uniform 5,000 gallon usage tier
4. Establish a peak season from June 1 to August 31
5. Introduce a 25% premium for usage over 10,000 during peak season
6. Annual increase to fixed and variable rates beginning with fiscal year 2023 based on 5 year CIP plan and annual budget requirements

The City's current and proposed fixed rates are as follows:

FIXED RATES:	CURRENT RATES			PROPOSED RATES - Off Season			PROPOSED RATES - Peak Season		
	Water	Sewer	Total	Water	Sewer	Total	Water	Sewer	Total
	Commercial - Multi	\$ 12.67	\$ 29.00	\$ 41.67	\$ -	\$ -	\$ -	\$ -	\$ -
Apartment Unit Base	\$ 8.17	\$ 8.02	\$ 16.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial - Single Base	\$ 12.67	\$ 29.00	\$ 41.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bed & Breakfast Base	\$ 12.67	\$ 29.00	\$ 41.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Municipal Base	\$ 12.67	\$ 29.00	\$ 41.67	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential - Single	\$ 11.15	\$ 25.53	\$ 36.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential - Multi	\$ 11.15	\$ 25.53	\$ 36.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Senior Base	\$ 5.37	\$ 12.94	\$ 18.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential	\$ -	\$ -	\$ -	\$ 15.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 15.00	\$ 30.00
Commercial	\$ -	\$ -	\$ -	\$ 15.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 15.00	\$ 30.00
Public Authority	\$ -	\$ -	\$ -	\$ 15.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 15.00	\$ 30.00

The City's current and proposed variable rates are as follows:

VARIABLE RATES	CURRENT RATES			PROPOSED RATES - Off Season			PROPOSED RATES - Peak Season		
	Water	Sewer	Total	Water	Sewer	Total	Water	Sewer	Total
	Consumption:								
0 - 3,000 Gallons	\$ -	\$ -	\$ -	NA	NA	NA	NA	NA	NA
0 - 5,000 Gallons	NA	NA	NA	\$ 3.20	\$ 3.20	\$ 6.40	\$ 3.20	\$ 3.20	\$ 6.40
3,000 - 5,000 Gallons	\$ 3.51	\$ 3.51	\$ 7.02	NA	NA	NA	NA	NA	NA
5,001 - 10,000 Gallons	\$ 3.80	\$ 3.80	\$ 7.60	\$ 3.50	\$ 3.50	\$ 7.00	\$ 3.50	\$ 3.50	\$ 7.00
10,000 - 20,000 Gallons	\$ 4.09	\$ 4.09	\$ 8.18	NA	NA	NA	NA	NA	NA
*10,001 - 15,000 Gallons	NA	NA	NA	\$ 4.00	\$ 4.00	\$ 8.00	\$ 5.00	\$ 5.00	\$ 10.00
*15,001 - 20,000 Gallons	NA	NA	NA	\$ 4.50	\$ 4.50	\$ 9.00	\$ 5.63	\$ 5.63	\$ 11.25
*20,001 Gallons +	\$ 4.38	\$ 4.38	\$ 8.76	\$ 5.15	\$ 5.15	\$ 10.30	\$ 6.44	\$ 6.44	\$ 12.88

* Includes 25% premium

As in any situation, there are always exceptions to the rule. Management has decided to problem solve those exceptions on a case-by-case basis prior to any implementation of changes to the utility system.

Because consumption tiers are changing, there is not a uniform rate increase proposed. On the attached Table 1, five hypothetical utility bills under the current rates and proposed rates are provided.

Attachments

Table 1 – Sample Bill Calculations

TABLE 1

Sample Bill Current Rate Structure & Proposed Rate Structures	CURRENT			PROPOSED			PROPOSED - PEAK		
	Fixed	Variable	Total	Fixed	Variable	Total	Fixed	Variable	Total
Example									
Example Bill #1 - Commercial Usage of 45,000 gallons	\$ 41.67	\$ 352.84	\$ 394.51	\$ 30.00	\$ 409.50	\$ 439.50	\$ 30.00	\$ 495.13	\$ 525.13
Total \$ Increase from Current Bill to Proposed	NA	NA	NA	NA	\$ 56.66	\$ 44.99	NA	\$ 142.29	\$ 130.62
Total % Increase from Current Bill to Proposed	NA	NA	NA	-28%	16%	12%	-28%	40%	33%
Example Bill #2 - Residential Usage of 6,000 gallons									
Example Bill #2 - Residential Usage of 6,000 gallons	\$ 36.68	\$ 21.64	\$ 58.32	\$ 30.00	\$ 39.00	\$ 69.00	\$ 30.00	\$ 39.00	\$ 69.00
Total \$ Increase from Current Bill to Proposed	NA	NA	NA	NA	\$ 17.36	\$ 10.68	NA	\$ 17.36	\$ 10.68
Total % Increase from Current Bill to Proposed	NA	NA	NA	-18%	80%	18%	-18%	47%	18%
Example Bill #3 - DPW Water Plant Usage of 2,133,000 gallons, Water Only									
Example Bill #3 - DPW Water Plant Usage of 2,133,000 gallons, Water Only	\$ 12.67	\$ 9,772.98	\$ 9,785.65	\$ 15.00	\$ 10,957.95	\$ 10,972.95	\$ 15.00	\$ 13,689.06	\$ 13,704.06
Total \$ Increase from Current Bill to Proposed	NA	NA	NA	\$ 2.33	\$ 1,184.97	\$ 1,187.30	\$ 2.33	\$ 3,916.08	\$ 3,918.41
Total % Increase from Current Bill to Proposed	NA	NA	NA	18%	12%	12%	18%	40%	40%
Example Bill #4 - Residential Usage of 12,000 gallons									
Example Bill #4 - Residential Usage of 12,000 gallons	\$ 36.68	\$ 69.56	\$ 106.24	\$ 30.00	\$ 83.00	\$ 113.00	\$ 30.00	\$ 87.00	\$ 117.00
Total \$ Increase from Current Bill to Proposed	NA	NA	NA	NA	\$ 13.44	\$ 6.76	NA	\$ 17.44	\$ 10.76
Total % Increase from Current Bill to Proposed	NA	NA	NA	-18%	19%	6%	-18%	25%	10%
Example Bill #5 - Residential Usage of 24,000 gallons, 4 separate meters									
Example Bill #5 - Residential Usage of 24,000 gallons, 4 separate meters	\$ 36.68	\$ 168.88	\$ 205.56	\$ 120.00	\$ 193.20	\$ 313.20	\$ 120.00	\$ 224.75	\$ 344.75
Total \$ Increase from Current Bill to Proposed	NA	NA	NA	\$ 83.32	\$ 24.32	\$ 107.64	\$ 83.32	\$ 55.87	\$ 139.19
Total % Increase from Current Bill to Proposed	NA	NA	NA	227%	14%	52%	227%	33%	68%

File Attachments for Item:

6. GMC Contract, Storm-water Proposal

**PROFESSIONAL SERVICES AGREEMENT between
The CITY OF TYBEE ISLAND, GEORGIA and GOODWYN MILL AND
CAWOOD, LLC**

THIS IS AN AGREEMENT made this _____ day of _____ 2021 between the City of Council of Tybee Island, Georgia, a political subdivision of the State of Georgia, (“CITY”) and Goodwyn Mills and Cawood, LLC, (GMC) an Alabama corporation, (“CONSULTANT”). The CITY wishes to engage CONSULTANT to provide professional consulting services to assist the CITY with compliance related to its National Pollutant Discharge Elimination System (NPDES) Phase I Municipal Separate Storm Sewer System (MS4) Medium Permit. The following summarizes the contents of this AGREEMENT:

- Section 1.0 – General Considerations
- Section 2.0 – CITY Responsibilities
- Section 3.0 – CONSULTANT Responsibilities
- Section 4.0 – Project Scope of Services and Schedule Summary
- Section 5.0 – Project Budget and Payments to CONSULTANT

1.0 SECTION 1.0 – GENERAL CONSIDERATIONS

- 1.1 **Commencement.** Upon execution of this AGREEMENT, the CONSULTANT shall enter into a contract with the CITY for the services specified herein. The CONSULTANT recognizes that timely, quality service will be essential to complete this project and the services contemplated under this AGREEMENT. This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 1.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall end on May 15, 2022, or upon submittal of the NPDES Phase I MS4 Annual Report to the Georgia Environmental Protection Division, whichever is later. The term of the AGREEMENT may be modified upon mutual consent of both parties.
- 1.3 **Termination of AGREEMENT.** Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT. Further, if the CONSULTANT fails to fulfill its contractual obligations as specified herein, the CITY may, by giving written notification to the CONSULTANT, terminate the AGREEMENT for such default. If the AGREEMENT is so terminated, the CONSULTANT shall be paid only for the work satisfactorily completed.
- 1.4 **Successors and Assigns.** CITY and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT. Neither CITY nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including,

but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and CONSULTANT.

- 1.5 **License, Permits and Taxes.** The CONSULTANT shall be responsible for all applicable licenses, permits and taxes incurred during the performance of this AGREEMENT.
- 1.6 **Indemnification and Hold Harmless.** The CONSULTANT shall indemnify and hold the CITY and its officers, agents, employees and assigns, harmless from any liability imposed for injury arising during the completion of work outlined in this AGREEMENT, or in any manner directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of a negligent act or omission, including strict liability or negligence of CONSULTANT, or of anyone acting under the CONSULTANT's direction or control or on its behalf, in connection with this AGREEMENT.
- 1.7 **Limits of Liability.** In recognition of the relative risks, rewards and benefits of the project to both the CITY and CONSULTANT, the risks have been allocated such that CONSULTANT and the CITY agree that, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT 's officers, directors, employees, agents and subconsultants, to the CITY and anyone claiming by, through or under CITY, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the AGREEMENT from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of CONSULTANT or CONSULTANT 's officers, directors, employees, agents or subconsultants, shall not exceed limits of professional errors and omissions liability insurance.
- 1.8 **Ownership of Project Documents and Reports.** All documents and reports prepared by the CONSULTANT pursuant to this AGREEMENT are instruments of service and shall be the joint property of the CITY and CONSULTANT upon completion. The CITY may reproduce and distribute these documents to appropriate parties; however, certain documents may not be suitable for re-use by the CITY on other project(s) without proper consultation with the CONSULTANT. The CONSULTANT may use the work product developed under this AGREEMENT for future marketing and project endeavors.
- 1.9 **Discovery of Unanticipated Hazardous Materials.** Hazardous materials may exist where there is no reason to believe they could or should be present. The client acknowledges that CONSULTANT's scope of services for this project does not include any services related to hazardous wastes. CONSULTANT and the CITY agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CONSULTANT and the CITY also agree that the discovery of unanticipated hazardous materials may make it necessary for CONSULTANT to take immediate measures to protect human health and safety, and/or the environment. CONSULTANT agrees to notify the CITY as soon as practically possible should unanticipated hazardous materials or suspected hazardous

materials be encountered. The CITY encourages CONSULTANT to take any and all measures that in CONSULTANT's professional opinion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public, and/or the environment, and the CITY agrees to compensate CONSULTANT for the additional cost of such work.

- 1.10 **CITY Disclosure.** CITY agrees (on an ongoing basis) to advise CONSULTANT of any hazardous substance or any condition, known or that reasonably should be known by CITY, existing in, on, or near the site that presents a potential danger to human health, the environment, or CONSULTANTS equipment. CONSULTANT does not assume control of the site or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment or that may otherwise be required by applicable law, rule or regulation, all of which is the CITY's responsibility.

- 1.11 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Chatham County, Georgia, which shall be appropriate venue for any action brought relating thereto. CONSULTANT shall comply with all applicable CITY, State and Federal provisions related to its performance of the work under this AGREEMENT.

- 1.12 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

- 1.13 **Non-discrimination.** CONSULTANT shall not discriminate in the employment of persons engaged in the performance of this AGREEMENT on account of race, color, national origin, ancestry, religion, sex, marital status, physical handicap, or medical condition, in violation of any federal or state law. CONSULTANT shall comply with all requirements of the CITY with regards to employment while this AGREEMENT is in effect.

2.0 SECTION 2.0 – CITY'S RESPONSIBILITIES

CITY and/or CITY Staff shall:

- 2.1 Provide all information for the project, including project objectives and constraints, performance requirements, flexibility and expendability, any budgetary limitations, copies of relevant documents and access to relevant files, software and hardware necessary to execute the work effort.

- 2.2 Promptly furnish to CONSULTANT the information requested by CONSULTANT that is needed for rendering of services defined herein. The CITY shall provide to the CONSULTANT all such information that is available to the CITY, and the

CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CONSULTANT recognizes that it is impossible for the CITY to assure the accuracy, completeness and sufficiency of information provided to CONSULTANT by CITY or third parties.

- 2.3 Assist CONSULTANT by placing at his disposal all available information pertinent to the project including previous reports and any other data relevant to project.
- 2.4 Undertake and perform the CITY's project related responsibilities as specified in Section 4.0 of this AGREEMENT. Allow the CONSULTANT reasonable access to designated CITY staff personnel and property related to execution of specific work tasks that the CITY staff will perform.
- 2.5 Assist/arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.
- 2.6 Designate a person (or persons) to act as CITY's representative(s) with respect to the management, technical and production related activities to be performed by the CITY under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONSULTANT's services.

3.0 SECTION 3.0 – CONSULTANT'S RESPONSIBILITIES

- 3.1 **Standard of Care.** The CONSULTANT shall manage and perform the work in accordance with applicable laws and codes. By execution of this AGREEMENT, the CONSULTANT warrants that he/she is possessed of the requisite skill and ability which is ordinarily possessed by other members of his/her profession. CONSULTANT will exercise such degree of skill and ability as is ordinarily employed by professionals who practice in the State of Georgia under similar conditions and like circumstances, and he/she shall perform such duties without neglect, and shall not be liable except for failure to exercise such appropriate degree of care, learning, skill and ability.
- 3.2 **Authorized Representative.** CONSULTANT shall designate a person (or persons) to act as CONSULTANT's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CONSULTANT's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.
- 3.3 **Insurance.** The CONSULTANT shall maintain the following insurance requirements during the time of performance of the services outlined in this AGREEMENT for the contract period. An insurance certificate must be on file with the CITY Administrator's office within four weeks of the signing of the contract by both parties.

- A. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate;
- B. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- C. Worker's Compensation insurance in accordance with statutory requirements, with a limit of \$500,000 for each occurrence;

4.0 SECTION 4.0 – PROJECT SCOPE OF SERVICES

The specific services which the CONSULTANT agrees to furnish and the terms the CONSULTANT agrees to follow are set forth herein. The CONSULTANT shall furnish the services to provide professional consulting services to assist the CITY with implementation of its NPDES Phase I Medium MS4 Permit.

4.1 Task 1: Project Management

GMC will work on behalf of the City of Tybee as the liaison to the EPD as it relates to compliance with the NPDES tasks and program responsibilities addressed within this proposal. This may include conference calls and emails with EPD during the 2021-2022 reporting period and Annual Report preparation. The task will also include general project management and up to (2) meetings with the City, which may include an initial meeting to discuss fieldwork and/or Annual report documentation needs, and a follow-up meeting if needed.

4.2 Task 2: Dry Weather Screening/Illicit Discharge Monitoring

Per the City's SWMP, GMC will perform Dry Weather Screening in accordance with the procedure submitted to EPD and included in the City's approved SWMP. GMC will also perform Dry Weather Screening in accordance with the Coastal IDDE Plan Guidelines provided by the Georgia EPD in the April 21, 2020 letter to the City of Tybee. The City should be conducting dry weather screening for about 20% of their outfalls per reporting period, so GMC will conduct dry weather screening for approximately 9 outfalls in the 2021-2022 reporting period. GMC will also work with the City to ensure that all other outfalls have been screened as required by the Georgia EPD (it's our understanding that dry weather screening was not conducted routinely in some previous reporting years due to staff changes, etc.). Reporting year 2021-2022 is the last year in the City's 5-year permit cycle, and it is important that the City ensure all outfalls have been screened and inspection checklists completed. This includes any "new" outfalls that that may be identified once the stormwater inventory is completed. If GMC determines there are additional stormwater outfalls that have not been screened (in excess of the 9 outfalls GMC expects to screen), GMC will contact the City to discuss options and offer assistance to screen additional outfalls if needed.

For each MS4 Outfall, GMC staff will complete a Dry Weather Screening Form. If flow is not present, the GMC field staff will note it as such, take a photograph of the outfall, and complete the necessary sections of the form – (1) background data, (2) outfall description, and (3) physical indicators for flowing and non-flowing outfalls. If flow is present, GMC field staff will visually evaluate additional physical indicators of odor, color, turbidity, and

floatables. The field staff will also measure temperature, pH, salinity, turbidity, and conductivity using a Horiba U-53 probe. The field staff will calibrate the equipment in accordance with standard protocols and also perform a factory calibration once per year, in compliance with QA/QC procedures. A fecal coliform grab sample will be taken and brought to an accredited laboratory, if the field results indicate potential sewage or when there is visual evidence including milky white or gray color and floatables, a sewage odor, or other applicable evidence of potential sanitary sewer discharge. The GMC field staff will gather all results and complete the Dry Weather Screening Forms. For outfalls where an illicit discharge is suspected, the field staff will provide the City with the location of the outfall and the sampling results, such that the City staff can initiate source tracing activities, as appropriate. If requested by the City, the GMC staff may assist with any required source tracing activities, including GIS analysis of land uses and potential sources and additional upstream water quality monitoring. (Source tracing services are considered out-of-scope and can be performed, upon request, as hourly, additional services, and charged accordingly.)

4.3 Task 3: Education, Training, and Community Outreach

GMC will assist the City with implementing their Public Education and Public Involvement BMPs outlined in their SWMP. For the relevant activities listed in the City's SWMP, GMC will assist the City by performing the following tasks, upon request from City staff:

- Provide information, links, and/or documents to download that can be included on the City's stormwater webpage to ensure the City complies with its annual stormwater webpage update requirement.
- Provide City with electronic versions of educational material related to industrial and highly visible pollutant sources (HVPS) facilities, so that this information can be distributed to facility managers during the City's inspection of these facilities. Or, if GMC conducts the inspections on the City's behalf, GMC will provide facilities with appropriate educational materials as required by the City's MS4 permit.
- Provide support to the City for annual meeting of the Master Plan Implementation Committee (or similar meeting) that discusses stormwater issues, if needed.

GMC will also lead a training session on the NPDES Phase I SWMP with City staff, in accordance with the requirements of the NPDES Phase I MS4 permit. GMC staff will develop training materials, provide a sign-in sheet, and maintain adequate documentation for the City's Annual Report. This training session may be coordinated with other NPDES permittees in Chatham County. Training materials provided by GMC may also be in the form of a video or PowerPoint presentation that the City may provide to appropriate field and supervisory staff during staff meetings. Alternatively, GMC may provide training opportunities for Staff to attend, such as Regional Stormwater Committee meetings in combination with one or more of the previously-listed training methods.

4.4 Task 4: MS4 Inspections & Inventory Update

Tybee Island is required to inspect 100% of its stormwater system before the end of the 2017-2022 permit period; in addition, the City is responsible for updating its GIS inventory to ensure the inventory is updated and accurate (based on previous correspondence from the EPD and the City's permit requirements). GMC is currently assisting the City with a complete MS4 inventory update of its stormwater drainage infrastructure and building an accurate GIS database to ensure that the City is compliant with the NPDES Permit and EPD requirements.

For reporting year 2021-2022, GMC staff will ensure that the City's entire MS4 system has been inspected and maintain the appropriate documentation to demonstrate permit compliance. GMC staff will continue to maintain the City's MS4 GIS database with any new or annexed drainage structures added to the City's MS4 thru March 31, 2022. This scope assumes that the City can provide as-builts or other electronic documentation of any new stormwater structures and that GMC will not be required to perform any new/additional field work once GMC's field inventory that is currently underway is completed. If GMC must perform additional field work to confirm the location of any new structures, it shall be done at an hourly, additional rate.

GMC will assist the City with the following SWMP requirements related to maps and inventories. GMC will prepare the following documents for inclusion in the City's 2021-2022 Annual Report (this assumes the City will provide geo-referenced as-builts for any new development during the reporting year that should be added to the GIS database that GMC maintains for the City):

- *MS4 Control Structure Inventory and Map (BMP 1.1 of City's SWMP):* GMC will maintain and update a map and an inventory database of MS4 control structures.
- *MS4 Inspection Reports (BMP 1.2 of City's SWMP):* GMC will prepare a table of inspection reports. This will not include information about maintenance activities.
- *MS4 Outfall Inventory and Map (BMP 2.2 of City's SWMP):* GMC will maintain and update a map and inventory database of City MS4 outfalls.
- *MS4 Dry Weather Screening Sheets (BMP 2.3 of City's SWMP):* GMC will prepare dry weather screening sheets that summarize the findings of GMC's outfall inspections and screening for inclusion in the City's Annual Report. If GMC performs any source tracing at the City's request, GMC will also maintain documentation of these activities.

As noted above, the City's GIS database is not currently used by the City to track stormwater maintenance activities. If the City wishes to document stormwater maintenance activities using GIS, GMC can work with the City at an additional, hourly rate to modify the GIS database and produce the required documentation for the City's Annual Report. The City would be responsible for inputting maintenance information into the GIS database. Please note it is not required that the City track maintenance thru the GIS database; however, it IS a requirement that the City track

maintenance of City-owned ponds; ditches, pipes, and catch basins and be able to quantify this information in the Annual Report.

4.5 Task 5: GI/LID Inventory & Inspections

EPD has required Tybee Island to update its inventory of GI/LID structures and to perform inspections of the GI/LID structures. Reporting year 2021-2022 is the last year in the City's 5-year permit cycle, and it is important that the City ensure all structures listed on the City's inventory are inspected and inspection checklists completed. GMC assisted the City with GI/LID inspections in reporting year 2020 – 2021 and inspected approximately 40% of the structures. For reporting year 2021-2022, GMC will updated the GI/LID database based on any new development and perform inspections of approximately 60% of the structures using the inspection forms that are included in the GI/LID Plan for inclusion in the Annual Report due May 15, 2022.

4.6 Task 6: Highly Visible Pollutant Sources (HVPS) & Municipal Inspections

For reporting year 2020-2021, GMC inspected approximately 20% of the City's HVPS sites listed on the City's inventory. For reporting year 2021-2022, GMC staff will perform stormwater site inspection for approximately 80% of the City's HVPS sites (five sites) based on the updated HVPS inventory that will be submitted with the City's 2020-2021 Annual Report. Any issues discovered in the field will be reported to the City so that enforcement actions can be taken in accordance with the ERP, as needed. GMC will provide and summarize the results for inclusion in the Annual Report.

For reporting year 2020-2021, GMC completed municipal facility inspections of the City's Public Works facility and wastewater treatment plant. This completes the City's inspection requirements based on the current inventory and SWMP. If the City adds any other facilities to the Municipal Inventory in reporting year 2021-2022, GMC will inspect the site(s) using the inspection form included in the City's approved SWMP and maintain appropriate documentation.

4.7 Task 7: NPDES Annual Report 2021-2021 Preparation & Assistance

GMC will prepare the City's NPDES Phase I MS4 Annual Report covering the period of April 1, 2021 to March 31, 2022. In early 2022, GMC will provide City staff with a compliance matrix that will include a list of documentation that is needed for the Annual Report, after which, GMC staff will meet with City staff to review the documentation and identify any additional best management practices (BMPs) that need to be completed prior to March 31, 2022. Using the documentation compiled, GMC will prepare the Annual Report document, as well as documentation related to any other tasks completed by GMC staff, per this contract. GMC will provide the Annual Report to the City to review and revise it based on comments received from City staff. GMC will prepare and mail the submittal package for EPD, no later than May 15, 2022. GMC will provide the City with an electronic copy of the Annual Report. If requested, GMC will also provide a hard copy. Upon request, GMC can assist the City with addressing any comments from EPD on the 2021-2022 Annual Report for an hourly, additional fee.

4.8 Task 8: Addressing EPD Comments on the NPDES Annual Report 2020-2021
 The City should anticipate receiving comments from EPD on the 2020-2021 annual report that will be submitted to EPD in May 2021. There were several activities that had not been completed by the City during previous reporting periods, and EPD is likely to note that in their review. If needed, GMC can assist the City with preparing a response to EPD comments. GMC would perform this work on an hourly, additional basis, upon request from the City.

4.9 Project Schedule
 The scope of services will be completed in compliance with the schedule provided by EPD. The field work and other stormwater tasks described in this contract will be completed no later than March 31, 2022, and the 2021-2022 Annual Report and summaries of field work activities will be completed and submitted to EPD on or before May 15, 2022.

5.0 SECTION 5.0 – PROJECT BUDGET AND PAYMENTS TO CONSULTANT

CITY and CONSULTANT, in consideration of their mutual covenants herein, agree in respect of the performance of professional consulting services provided by CONSULTANT and the payment for those services by CITY as set forth below.

5.1 **Compensation.** The CITY shall compensate the CONSULTANT in accordance with the schedule of fees below. CONSULTANT shall invoice the CITY on a monthly, percent complete basis.

Tasks	Fee
Task 1: Project Management	\$3,240
Task 2: Dry Weather Screening/Illicit Discharge Monitoring	\$3,000 (Additional Source Tracing @ \$110/hour
Task 3: Education, Training, and Community Outreach	\$2,660
Task 4: MS4 Inspections & Inventory Update	\$2,640
Task 5: GI/LID Inventory & Inspections	\$2,800
Task 6: Highly Visible Pollutant Sources (HVPS) & Municipal Inspections	\$5,250
Task 7: NPDES Annual Report 2021-2022 Preparation & Assistance	\$8,775
Task 8: Addressing EPD Comments on the NPDES Annual Report 2020-2021	Hourly, as needed

Our services will be performed for a total lump sum fee of \$25,215 for Tasks 1-7 as outlined in this proposal.

Additional services, including Source Tracing and responding to EPD comments on submittals can be performed on an hourly, as needed basis as noted in this proposal. Any hourly, as-needed or out-of-scope work will be completed at the City’s request in accordance with the terms &

conditions outlined herein and the hourly fees specified in Section 5.3 below. GMC will invoice the City on a monthly basis.

5.2 **Payments.** For professional consulting services as outlined in this AGREEMENT, CITY shall pay CONSULTANT the stipulated fees. CONSULTANT shall submit monthly invoices to CITY in a format acceptable by the CITY. CITY shall endeavor to make payment to CONSULTANT within thirty (30) days from receipt of invoice.

5.3 **Hourly Services.** If the CITY requests that the CONSULTANT provide services on an hourly basis, or requests services not currently outlined in this AGREEMENT, the CONSULTANT will perform the services in accordance with the unit rates provided in the table below, or at a mutually agreeable fee arrangement. Prior to commencing any requested additional services, not included in the Scope of Services in Section 4.0, the CONSULTANT must notify the CITY promptly and provide an estimate of the budget to complete the requested services and a schedule. No additional services shall be performed by the CONSULTANT until written (i.e. letter) or electronic (i.e. email or fax) authorization is received by the CONSULTANT from the CITY.

Labor Category (Project Professional)	Hourly Rate
Vice President	\$ 205.00
Senior Professional (Engineer, Planner, Scientist, GIS, Project Manager)	\$ 195.00
Professional II (Engineer, Planner, Scientist, GIS, Project Manager)	\$ 175.00
Professional I (Engineer, Planner, Scientist, GIS, Project Manager)	\$ 155.00
Senior Consultant (Engineer, Planner, Scientist, GIS)	\$ 145.00
Consultant II (Engineer, Planner, Scientist, GIS)	\$ 135.00
Consultant I (Engineer, Planner, Scientist, GIS)	\$ 125.00
Senior Environmental Scientist/GIS Analyst	\$ 120.00
Environmental Scientist/GIS Analyst II	\$ 110.00
Environmental Scientist/GIS Analyst I	\$ 95.00

SECTION 6.0 - ACKNOWLEDGEMENT OF ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written. This AGREEMENT constitutes the entire AGREEMENT between CITY and CONSULTANT.

CITY:

City of Tybee Island
403 Butler Avenue
Tybee Island, GA 31328

CONSULTANT:

Goodwyn Mills & Cawood
7 East Congress Street, Suite 504
Savannah, GA 31401

Signature: _____

Signature: _____

Name: _____

Name: Courtney Reich, Vice - President

Attest:

Attest:

Signature: _____

Signature: _____

Name: _____

Name: _____

File Attachments for Item:

7. Passport Addendum



Amendment to Agreement

Reference is made to that certain Agreement (the “Agreement”) by and between Passport Labs, Inc. (the “Agreement”) by and between Passport Labs, Inc. (“Passport”) and City of Tybee (“Provider”) (Passport and Provider are collectively referred to as the “Parties”).

In order to expand the management data available to Provider and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the mobile payments for parking platform provided by Passport, the Parties desire to amend the Agreement as follows, which shall be effective as of the last date specified below the Parties’ signatures:

1. The following language is added to the Agreement with respect to mobile payment for parking (“MPP”) terms:

Third Party Providers:

Passport may, at its option, allow the use of third-party providers (each a “Third Party Provider”) interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Provider’s applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport’s MPP (each an “Interface”).

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term “facilitate” includes, but is not limited to: providing software that performs (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of Provider (the “Shared Services”). For parking

transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

The Parties acknowledge and agree that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work in the base agreement, as applicable. The Provider further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Provider via Passport's MPP and may need to be provided, if at all, in an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Provider for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for Provider during the term of this Agreement.

2. Notwithstanding any existing data rights in the Agreement, the following data rights are applicable only with respect to Third Party Provider transactions facilitated on Passport's platform:


Operational data is data specific to the Provider's operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferable license to Operational data, provided that Passport may share such Operational data with Third Party Providers only to the extent necessary to enable the Shared Services.

3. Except as expressly amended herein, the remainder of the Agreement remains in full force and effect.

Agreed to and accepted by:

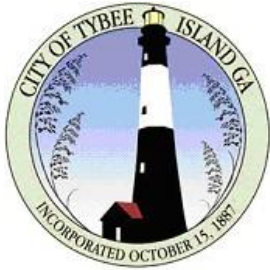
Passport Labs, Inc.

By: 
Printed Name: Khristian Gutierrez
Title: CRO

By: _____
Printed Name: SHIRLEY SESSIONS
Title: MAYOR
Date: MAY 13, 2021

File Attachments for Item:

8. Memorandum of Agreement, Info Hut Partnership



PARTIES: City of Tybee Island;

Visit Tybee, a division of the Savannah Area Chamber of Commerce

SERVICE: Tybee Island Information (Info) Hut Partnership

TERM: May 20, 2021 to September 6, 2021

A Classic Main Street Community

MEMORANDUM OF AGREEMENT

This Agreement, entered into this ___ day of _____, 2021 serves to be representative of a partnership between the City of Tybee Island (City) and Visit Tybee (DMO), a division of the Savannah Area Chamber of Commerce, for services at the Info Hut.

WITNESSETH

In consideration of the mutual understanding contained herein, the Parties hereby agree to the following for the 2021 spring and summer season:

1. The DMO will be responsible for:
 - a. Providing staffing (hiring, training and managing) during the 2021 spring and summer season.
 - i. Staff coverage (if sufficiently secured) will be approximately 11am – 5pm Thursday thru Sunday.
 - ii. Staff will consist of part-time staff operating on a shift-work schedule.
 - iii. If sufficient staffing is not secured, Visit Tybee will notify the City prior to May 15.
 - b. Providing general liability insurance for Info Hut staff.
 - c. Providing visitor information to the public specific to Tybee Island, local businesses and events, during hours of operation.
 - d. Providing a monthly e-report to the city’s Development Authority/Main Street staff person regarding estimated number of people served, a breakdown of which states people were from, and top five asked questions (as time permits).
2. The City will be responsible for:
 - a. Ensuring the exterior and interior (including air conditioning unit and refrigerator) of the Info Hut is appropriately maintained.
 - b. Providing information for posting at the Info Hut via the Development Authority/Main Street Program.
 - i. information will include answers to frequently asked questions.
 - c. Providing assistance to the Info Hut staff as necessary from the city’s Development Authority/Main Street staff.
 - d. Providing electricity to the Info Hut as available.
 - e. Posting contact information at the Info Hut for the Visit Tybee staff and public.
 - f. Providing space for the informational map (provided in 2016) of Tybee Island to be posted at the Info Hut.
 - g. Providing seasonal complementary parking passes for Info Hut staff.
 - i. tag registration information will be required to be provided prior to May 13.
 - h. Providing one parking space near the Info Hut, which will be designated by a sign, during times of Info Hut staff coverage (availability not guaranteed).

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

Shirley Sessions, Mayor
City of Tybee Island

Date

Joseph Marinelli, President
Visit Tybee

Date

File Attachments for Item:

9. Georgia Historical Society, Grant Application to the Georgia Historical Society for the Lazaretto historical marker.



Sponsor Agreement

On behalf of _____
sponsoring entity

and notwithstanding any contrary commitments in any license or other agreements with third parties, we, the undersigned, agree to accept responsibility for the monitoring and maintenance of the said historical marker erected through the Georgia Historical Society's (hereafter "Society") Georgia Historical Marker Program.

title of marker

county in which erected

city or nearest city

We understand and agree that:

1. The historical marker is the property of the Society.
2. It is this entity's responsibility to reposition and repaint said marker, as deemed necessary by the Society, in accordance with Society guidelines. It is also our responsibility to notify the Society of major damage, vandalism or in the event the marker becomes missing. The Society reserves the right, as the parent organization in the historical marker program, to determine policy for the marker's maintenance and make requests of such to the sponsor.
3. Neglect of the marker, when brought to the attention of the Society, will result in a written request to the undersigned to correct the stated problem. In the event that the marker is stolen or destroyed, a new cost-share with the Society, covering half the current cost of replacement, will be required.

Sponsor

name of representative

title

name of sponsoring entity

mailing address of sponsoring entity

city

state

zip code

telephone of sponsoring entity or representative

date

signature of representative of sponsoring entity

Fellow sponsors of said marker:



Property Owner Marker Easement

As the owner of the property at _____
 Address of property

I/We agree to allow the erection of said historical marker for/on this property.

 Title of marker

 Property address City State Zip code

We further understand and agree that:

1. I/We have been notified by the Georgia Historical Society as to the subject of/proposed site for said marker and agree that this is acceptable. It is understood that the marker will not be moved, removed, or altered in any way without prior notice to the Georgia Historical Society.
2. I/We understand that the historical marker is being erected for the purpose of sharing Georgia history with the general public and agree to make fully accessible said marker.
3. I/We understand that it is the responsibility of the property owner(s) to notify the Georgia Historical Society in the event of marker damage, vandalism, or loss. If the marker requires maintenance, the property owner may contact the Georgia Historical Society at (912)651-2125.
4. I/We understand that upon the sale or transfer of said property, this agreement shall also be transferred and honored as a binding easement for the said marker and that it is the seller's responsibility to inform the buyer of this easement.
5. This easement must be filed with the county court house at the expense of the property owner. Additionally, a copy of the filed easement will be forwarded to the Georgia Historical Society at 104 West Gaston Street, Savannah, GA 31401.

 Name of property owner or property representative (please print)

 Mailing address of property owner or property representative City State Zip code

 Telephone of property owner or property representative Date

 Signature of property owner or property representative

File Attachments for Item:

10. First Reading, 2021-18, Chapter 42-67, Marijuana

ORDINANCE NO.: 2021-_____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES RELATING TO OFFENSES AND ADMINISTRATIVE PENALTIES IN ORDER TO ESTABLISH A CIVIL ADMINISTRATIVE VIOLATION FOR THE POSSESSION OF LESS THAN AN OUNCE OF MARIJUANA AND TO PROVIDE PENALTIES FOR POSSESSION OF MARIJUANA; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH, TO ESTABLISH AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, and

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

WHEREAS, the governing authority desires to adopt ordinances under its police and home rule powers; and

WHEREAS, the City of Tybee Island has established a process for disposing of ordinance violations that are civil in nature and/or administrative penalties; and

WHEREAS, enacting this ordinance concerning the offense of possession of marijuana in an amount less than one ounce is intended to enhance public safety and eliminate cost by reducing the amount of time police officers and others spend in connection with the arrest, processing and transportation of the accused in a possession of marijuana offense; and

WHEREAS, the enactment of this ordinance concerning the offense of possessing of small amounts of marijuana is intended to prevent young people from entering the criminal justice system and avoiding the enduring stigma associated therewith; and

WHEREAS, the City intends for this change to diminish the impact of both future and prior marijuana convictions by reducing possession of small amounts of marijuana to city ordinance convictions, allowing such charges and convictions to be restricted by the Tybee Island Police Department and the Georgia Crime Information Center and sealed by the Tybee Island Municipal Court so that such charges will not be part of the public record; and

WHEREAS, is hereby created any code section to amend the code of ordinances of the City of Tybee Island to create a Section 42-67 which shall hereafter provide as follows:

NOW, THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island as follows:

SECTION I

That Chapter 42 relating to offenses and miscellaneous provisions is hereby amended so as to establish a Section 42-67 as follows:

42-67 Marijuana

It shall be unlawful for any person to possess one ounce or less of marijuana within the corporate limits of the City of Tybee Island. Any person determined to be in violation of this prohibition shall be subject to a civil penalty not to exceed \$150.00 for a first offense. No person adjudicated in connection with an offense under this ordinance shall be arrested or subject to any form of imprisonment or confinement. Community service in lieu of a fine is applicable to any violation hereof under appropriate circumstances, including but not limited to financial means of the offender.

SECTION II

Should a municipal court case result under this provision, the court shall consider dismissal upon payment of the appropriate fine or completion of community service.

SECTION III

Within six months of the effective date of this ordinance, the Clerk of the Tybee Island Municipal Court shall recode all prior misdemeanor marijuana convictions as city ordinance violations, by entering GCIC Reporting code 9**. Upon successful restriction of the case, the clerk

shall seal all court records related to the marijuana case in the clerk's possession, including all electronic records and index references.

SECTION IV

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

SECTION V

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 VI

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

This Ordinance shall become effective on _____ day of _____, 2021.

ADOPTED THIS ____ DAY OF _____, 2021.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____