

MAYOR
Shirley Sessions



**Acting
CITY MANAGER**
Michelle Owens

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

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL October 26, 2023 at 6:30 PM

Please silence all cell phones during Council Meetings

Opening Ceremonies

Call to Order
Invocation
Pledge of Allegiance

Announcements

Consideration of Items for Consent Agenda

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

1. Minutes: City Council Meeting, October 12, 2023

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

2. Chief Kendrick: Tybee Island Fire Rescue Update

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

3. Nick Sear: Update on Invalid and Abandoned STR Permits

If there is anyone wishing to speak to anything on the agenda, please come forward. Please limit your comments to 3 minutes, no more than 5.

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

4. Out of State Travel: Barb Caramico, Campground Operations Supervisor, Nov 5 to Nov 10. Kansas City, MO. National Association of RV Parks and Campgrounds annual Outdoor Hospitality Conference and Expo.
Out of State Travel: Kimberly Fickes, Campground Office Supervisor and Jayme Koch Campground Clerk, Dec 3 to Dec 6. Myrtle Beach, SC. Grand Strand Gift Show.

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



5. Emergency Purchase of Fire Engine, \$156,600. Funding for this apparatus is available within the fire department budget. Capital Budget Account 350-3510-54-2500 Savings for Replacement of Engine 1 Year 1 of 3 \$70,000.00. Capital Budget Account 350-3510-54-2500 Lifeguard Station Tower \$90,000.00

Consideration of Ordinances, Resolutions

6. Resolution 11-2023: Certification of Voter List, Municipal Election 2023

Council, Officials and City Attorney Considerations and Comments

7. Tracy O'Connell: Michelle Owens, appointment to Interim City Manager
8. Michelle Owens: Update on Water/Sewer Projects

Minutes of Boards and Committees

Executive Session

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, October 12, 2023

City Council Synopsis, October 12, 2023

Mayor Sessions called the meeting to order at 6:30PM, October 12, 2023. Those in attendance were, Monty Parks, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Also attending were Michelle Owens, Acting City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney, and Jan LeViner, Clerk of Council.

Opening Ceremonies

Call to Order

Invocation: Jan LeViner, Clerk of Council

Pledge of Allegiance

Consideration of Items for Consent Agenda

- Minutes, City Council Meeting, September 28, 2023
- Attachment to Minutes

Reports of Staff, Boards, Standing Committees and/or Invited Guest

Chantal Audran, Marine Science Center approached Mayor and Council to give an update on the Marine Science Center events. Ms. Audran's report spotlighted the release of "Ike". Mayor Sessions thanked Ms. Audran for everything she does for the Island and the Marine Science Center.

Citizens to be Heard:

David Roberts approached Mayor and Council to speak to The City's Administrative Withdrawal of Abandoned and otherwise Illegitimate STR Certificates. Mayor Sessions thanked Mr. Roberts for his comments.

Nick Sears approached Mayor and Council to speak to the STRs in the neighborhood districts - invalid permits and abandonment. Mayor Sessions thanked Mr. Sears for his comments.

Mariah Hay approached Mayor and Council to speak to the Zunzibar Noise Nuisance at Receiving Properly 1111 Laurel Avenue. Mayor Sessions thanked Ms. Hay for her comments.

Roger Huff approached Mayor and Council, as he is in favor of Zunzibar and atmosphere they provide to the Island. Mayor Sessions thanked Mr. Huff for his comments.

Mark Reed approached Mayor and Council to speak to the Child Care Options on the Island. Mayor Sessions thanked Mr. Reed for his work toward this project.

Beau Livingston approached Mayor and Council to announce the upcoming Community Baseball Game. Mayor Sessions thanked Mr. Livingston.

Cameron Weeks approached Mayor and Council to report on one of his STR's. Mayor Sessions thanked Mr. Weeks for his comments and positive actions.

Christopher Smith, Owner, Zunzibar Restaurant, to speak to the noise complaint regarding Zunzibar. Mayor Sessions thanked Mr. Smith for his work with the neighbors.

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

Public Hearings

Minor subdivision, 5 7th Street, Petitioner: Brent Watts. George Shaw approached Mayor and Council. Mr. Shaw stated the petitioner is requesting approval of a minor subdivision by 7th Street which is a large lot and has a historic home on it. Staff

recommended approval and Planning Commission unanimously approved. Ms. Watts approached Mayor and Council. She asked for approval of their request. **Barry Brown** made a motion to approve. **Spec Hosti** seconded. Vote was unanimous to approve, 5-0.

Council, Officials and City Attorney Considerations and Comments

Monty Parks:

- Marsh Hen Trail: Mr. Parks stated he is going to bring this back in front of Mayor and Council next year. **No action taken at this time.**
- Child Care Working Group update: request to explore the use of portable structures on current footprint of City buildings. **No action taken at this time.**
- Funding for Tybee Island Lighthouse Repairs, Budget Amendment. Ms. Owens explained this is not a reimbursement grant but a donation. Receipts are not expected in return. **Monty Parks** made a motion to approve the donation. **Spec Hosti** seconded. Vote was unanimous to approve, 5-0,

Spec Hosti made a motion to adjourn to executive session to discuss real estate, personnel and litigation. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

Spec Hosti made a motion to return to regular session. **Monty Parks** seconded. Vote was unanimous to approve 5-0.

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

Meeting adjourned at 8:45PM

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

4. Out of State Travel: Barb Caramico, Campground Operations Supervisor, Nov 5 to Nov 10. Kansas City, MO. National Association of RV Parks and Campgrounds annual Outdoor Hospitality Conference and Expo.

Out of State Travel: Kimberly Fickes, Campground Office Supervisor and Jayme Koch Campground Clerk, Dec 3 to Dec 6. Myrtle Beach, SC. Grand Strand Gift Show.



City of Tybee Island

Memorandum

To: City of Tybee Island City Council Members
From: Jamey Rabun, Campground Director *Jamey Rabun*
Date: 10/26/23
Re: Out of State Travel for Campground Staff

Background

River's End Campground is always looking for ways to improve, one of the ways to do that is through educational training and staying up to date on industry standards. For this to be accomplished out of state travel to large industry events is needed.

Overview

Operations Supervisor: Nov 5 to Nov 10. Kansas City, MO. Attend the National Association of RV Parks and Campgrounds Annual Outdoor Hospitality Conference and Expo. This allows for education sessions, networking, and vendor expo with all the latest industry trends and products. \$2,473

Office Supervisor and Clerk: Dec 3 to Dec 6. Myrtle Beach, SC. Attend the Grand Strand Gift Show. This is the event for merchandisers in the southeast and coastal area. This allows us to view and pick the best products for resale in the campground store. \$1,516.

Summary

Funding for all of the out of state travel was planned for and approved in the FY24 Budget under Line Item 555-6180-52-3500.

Recommended Next Steps:

Please Approve Out of State Travel Request

File Attachments for Item:

5. Emergency Purchase of Fire Engine, \$156,600. Funding for this apparatus is available within the fire department budget. Capital Budget Account 350-3510-54-2500 Savings for Replacement of Engine 1 Year 1 of 3 \$70,000.00. Capital Budget Account 350-3510- 54-2500 Lifeguard Station Tower \$90,000.00

Fire Trucks Of America
 927 McDonald Dr.
 Pilot Point, Tx.
 76258

INVOICE

City Of Tybee Island
 403 Butler Avenue
 Tybee Island. Ga.
 31328

Invoice # 0000006
Invoice Date 10/06/2023
Due Date 10/31/2023

Item	Description	Unit Price	Quantity	Amount
	2004 Spartan Rescue Pumper	153000.00	1.00	153,000.00
	Delivery of apparatus to Tybee Island	3600.00	1.00	3,600.00

NOTES: VIN#4S7AT2C963C045530 Summit Fire Spartan Rescue/Pumper.
 25,437 miles; Engine hours 3143.1; Cummins ISM400HP; Allison Automatic; Waterous CSU 1500 GPM pump; 500 Water Tank; 30 Gallon Foam Tank; Intercom Headsets; 3 Streamlight flashlights; 30KW Harrison Hydraulic Generator; (4) cylinder 4,500 PSI Cascade System with a press Anti-Fragmentation Chamber; 9,000 Wil-burt Telescoping Light Tower; Full set of aluminum fire ladders; 700' of 5inch Hose; 200' of 2,5 Hose; (2) Fiberglass Pike Poles, Deck Gun with portable base; Cribbing; Misc hand tools; (1) Quartz Tripod Light; 9000lb Portable Ramsey Winch; Full Set Amkus Hydraulic Rescue Set;

Change all the yellow paint to Red matching the FD's new Pierce Ladder Truck; Polish the units white cab and any imperfections; New Reflective Striping and Lettering; Polish all the aluminum; Replace the drivers seat with new factory matching covers; Replace all the old emergency lighting including new light bar with Whelen 2023 lighting; Install a new HIVIZ light bar; Install new Roto Ray light on front of apparatus; New set of Michelin tires. Truck will have complete service Filters and Fluids; Fully Detailed. This unit will come with a 6 month warranty on drivetrain and pump.

This price reflects the 1997 American LaFrance 75ft ladder as a trade in.

Terms are \$100,000.00 deposit and balance of \$56,600.00 and 1999 American LaFrance 75ft quint with trade in value of \$20,000) Upon delivery and inspection of 2004 Spartan Apparatus by Tybee Island Chief.

	Subtotal	156,600.00
	Total	156,600.00
	Amount Paid	0.00
	Balance Due	\$156,600.00



City of Tybee Island

Memorandum

To: City of Tybee Island City Council Members
From: Jeremy Kendrick, Fire Chief
Date: October 13, 2023
Re: Priority Purchase – Refurbished Fire Truck

Background

The Tybee Island Fire Rescue Department currently owns a 1999 (ALF) American LaFrance fire truck. Approximately 8 weeks ago this specific apparatus was sent to Palmetto Fire Apparatus to be serviced.

1. Replace Primer \$1,634.00
 2. Replace Injectors, Replace Turbo Waste Gate Controller \$3,413.92
 3. Replace rear AC Fan Switch \$67.50
 4. Replace low side AC hose rerimp \$677.36
 5. Clean fuel system on Genset \$435.38
 6. Rebuild tank fill valve \$895.00
 7. PM Service & 72 Point Inspection \$1,632.05
 8. Aerial Inspection \$1,080.00
 9. Mechanic Travel \$400.00
- Total \$10,235.21

Market value for this apparatus is around \$20,000.00 or less. If you remember the year 2022 before last we purchased a new ladder truck because we deemed the ladder on the Quint (ALF) American LaFrance fire truck unsafe based on the pulley wheels needing to be replaced along with cables and hydraulic shafts. We were simply using this truck as a pumper truck and as an unmanned elevated water stream device for the high rise building located on the island. The American LaFrance Corporation went out of business January 17, 2014 and due to them going out of business parts are hard to come by these days which basically has caused the value of these apparatus to reduce down drastically.

In order for the fire department to maintain proper response we must maintain a spare apparatus in order to continue a proper response to all fire calls. By having the spare apparatus this insures the city has constant coverage if another apparatus goes out of service for a long period of time.

Fire Staff have had multiple issues with the ALF American LaFrance Quint 1 and the apparatus is not trust worthy under emergency operations.

Overview

The Tybee Island Fire Rescue Department is recommending council to allow for the department to make a purchase on a Used/Refurbished pumper – fire truck in order to maintain stability of proper fire coverage for the city. We will not be purchasing another ladder truck the purchase will be for a pumper – fire truck.

This purchase was not planned for this 2023-2024 budget but funds are available in the fire departments Capital Budget.

Capital Budget Account 350-3510-54-2500 Savings for Replacement of Engine 1 Year 1 of 3 \$70,000.00

Capital Budget Account 350-3510- 54-2500 Lifeguard Station Tower \$90,000.00

Refurb Fire Apparatus Cost \$156,600.00

VIN# 4S7AT2C963C045530 Spartan Rescue Pumper

Mileage 25,437

Pump Hours 3143.1

Cummins ISM400HP

Allison Transmission, Automatic

Waterous CSU 1500 gpm pump

500 Water Tank, 30 gallon foam tank

Equipment Included

Intercom in Cab Heads Sets

3 Streamlight Flashlights

30KW Harrison Hydraulic Generator

4 Cylinder 4500PSI Cascade System with a press Anti-Fragmentation Chamber

9000 Watt Wil-Burt Telescoping Light Tower

Full set of Aluminum Ladders

700ft of tested 5inch LDH Large Diameter Hose

200ft of 2.5 inch hose

2 Fiberglass Pike Poles

Deckgun with portable base

Extrication Cribbing

Quartz Tripode Light

9000lb Portable Ramsey Winch

Full set of Amkus Hydraulic Rescue Tools

Refurb Upgrades

Change all the yellow paint to Red matching the FD's new Pierce Ladder Truck; Polish the units white cab and any imperfections; New Reflective Striping and Lettering; Polish all the aluminum; Replace the driver's seat with new factory matching covers; Replace all the old emergency lighting including new light bar with Whelen 2023 lighting; Install a new HIVIZ light bar; Install new Roto Ray light on front of apparatus; New set of Michelin tires. Truck will have complete service Filters and Fluids; 6 month DriveTran Warranty, Fully Detailed.



This price reflects the 1999 American LaFrance 75ft ladder as a trade in.

Summary

Council members I want to stress to you that as the fire chief I inherited the conditions of these fire apparatus and It is my responsibility as the fire chief to insure that all fire apparatus are in a ready state of response at all times and most importantly to assure our firefighters are safe while using these apparatus. I can assure you that each apparatus is check off every shift to assure readiness but you simply can't predict when something mechanical will breakdown.

Recommended Next Steps:

Fire department administration recommends this purchase be approved based on the current condition of the American LaFrance ALF and trust worthy to operate under normal conditions.

Funding for this apparatus is available within the fire department budget.

Capital Budget Account 350-3510-54-2500 Savings for Replacement of Engine 1 Year 1 of 3 \$70,000.00

Capital Budget Account 350-3510- 54-2500 Lifeguard Station Tower \$90,000.00

File Attachments for Item:

6. Resolution 11-2023: Certification of Voter List, Municipal Election 2023

RESOLUTION NO. 11-2023

**RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF TYBEE ISLAND**

CERTIFICATION OF VOTER LIST

WHEREAS, the City of Tybee Island is a municipality in the State of Georgia in which local elections are held pursuant to the provisions of State Law; and

WHEREAS, through agreement with the Chatham County Board of Elections, the City conducts elections in accordance with its ordinances and charter, and State Law, for filling offices in the City; and

WHEREAS, O.C.G.A. § 21-2-224(e) provides that the Chatham County Board of Registrars shall provide the governing authority of a municipality a list of electors no **earlier** than the fifth Monday prior to an election and not later than twenty-one (21) days prior to the election for the purpose of permitting the municipality to review the lists. It further provides that the municipality is to review the list and identify in writing to the County Board of Registrars not later than five (5) days prior to the election the name of any electors on the list who are not eligible to vote in such election and state the reason for the disqualification and thereafter, the Board of Registrars shall challenge the persons identified in accordance with other laws. The subsection further provides that the municipality shall certify such list and file with the city clerk a copy showing the names of electors entitled to vote at the election; and

WHEREAS, through the assistance of the Chatham County Board of Elections, the City of Tybee Island will have a general election and a special election on November 7, 2023 for elections of the Mayor and certain Council members; and

WHEREAS, the City has reviewed the list provided by the Board of Registrars and through the assistance of staff and others has provided a list of believed to be disqualified voters to the County Board of Registrars and hereafter, challenges may still be made to individuals appearing on the list through procedures under applicable law; and

NOW THEREFORE, be it resolved in open session that the lists of electors as finalized is determined to be and certified to be the list of electors entitled to vote at the upcoming elections

subject to any further challenges or hearings with determinations by the Board of Registrars, and those individuals whom the City has not been able to resolve as qualified pursuant to law.

SO RESOLVED this _____ day of _____, 2023.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Shirley Sessions, Mayor

ATTEST:

By: _____
Janet LeViner, Clerk of Council

File Attachments for Item:

7. Tracy O'Connell: Michelle Owens, appointment to Interim City Manager

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

**AGREEMENT AS TO TERMS OF APPOINTMENT
FOR INTERIM CITY MANAGER FOR THE
CITY OF TYBEE ISLAND, GEORGIA**

This Agreement is made and entered into the ___ day of _____2023 (“Effective Date”), by and between the City of Tybee Island, Georgia (hereinafter "the City"); and Michelle Owens (hereinafter "the Interim City Manager" and/or "Owens").

WHEREAS, by Charter or the City of Tybee Island, Georgia, the position of City Manager was created; and

WHEREAS, the former City Manager Shawn Gillen due to illness was on administrative leave until September 28, 2023 when he tendered his resignation; and

WHEREAS, during Gillen’s leave Owens was the acting City Manager while retaining her position as Assistant City Manager/Communications Director; and

WHEREAS, the Mayor and Council of the City appoints Owens to be the Interim City Manager pending the selection of a permanent City Manager and Owens desires to accept and has accepted such appointment as Interim City Manager.

NOW, THEREFORE, in consideration of the mutual covenants and conditions flowing to each party, the parties do agree as follows:

1. The City affirms its appointment of Owens by and through the Mayor and Council and Owens agrees to accept such an appointment in the capacity as Interim City Manager for the City of Tybee Island.
2. As Interim City Manager, Owens shall perform such duties and responsibilities of the City Manager as outlined in the Charter of the City and any job description which may be provided to her as either may from time to time be amended, as well as perform such other duties as may reasonably be required of her by the Mayor and Council. While serving as Interim City Manager, Owens shall at all times discharge her duties in consultation with the Mayor and Council, keeping them informed of her actions and

decisions within the scope of her authority. She shall be responsible to the Mayor and Council for the proper and efficient administration of all affairs of the City except as may otherwise be provided by law.

3. Owens' appointment as Interim City Manager will terminate either upon the appointment by Mayor and City Council of a permanent City Manager or upon written notice by either party as set forth below.

4. Either party may terminate the Agreement and Owens' appointment at any time after the execution of the Agreement upon 30 days written notice to the other party. In the event the City terminates this Agreement, unless such termination is for cause as determined by the City, Owens will have the option to resume her prior position as Assistant City Manager/Communications Director as set forth below. In the event the City terminates this agreement for cause, Owens would be terminated from all employment with the City subject to any procedural or other rights available to any employee.

5. The parties recognize that Owens previously held the position of Assistant City Manager/Communications Director before accepting this appointment as Interim City Manager. Owens may decide that she: 1) would like to resign this position as Interim City Manager; 2) may not pursue the permanent City Manager position; or 3) ultimately not be selected for the permanent City Manager position. In these circumstances, Owens will return to her position as Assistant City Manager/Communications Director unless under 3) she was not selected for cause as determined by the City. By being allowed to return to her prior position, Owens remains at will employee with no guaranty as to length of employment. Owens' annual base salary would revert to her annual base salary prior to becoming acting city manager.

6. This Agreement shall commence on the Effective Date and shall automatically renew for one year periods thereafter unless either party notifies the other party of non-renewal 30 days prior to the expiration hereof; provided, however, that this Agreement may be terminated earlier as provided in this Agreement.

7. All notices required or permitted to be given under the Agreement, shall be given by personal service upon or certified mail, return receipt requested effective upon the date of personal service or on the date of mailing, to the other parties at the following addresses or to such other addresses as either may

designate in writing to the other:

If to the City:

Mayor, City of Tybee Island
Post Office Box 2749
Tybee Island, Georgia 31328

If to Owens: (Address to be Provided)

8. Owens' compensation shall be as provided herein. Commencing the Effective Date, the City shall pay to Owens as compensation for her services the sum of \$155,883.00 annually, herein referred to as "annual base salary" subject to withholding for appropriate items such as federal and state income taxes FICA. The annual gross compensation shall be paid in equal periodic installments with such frequency as other City employees are normally paid.

The Mayor and Council may consider a merit increase and whether to award such an increase and the amount thereof is to be solely within the discretion of the Mayor and Council. Interim performance reviews may be conducted at any time at the discretion of the Mayor and Council.

9. In addition to all other compensation provided herein and in recognition of the fact that Owens' duties require that she shall have use of her personal automobile in connection with her employment, the City shall pay mileage expenses at the same mileage rate as the current State of Georgia mileage reimbursement rate for Owens' travel outside the limits of the City of Tybee Island on official business except for mileage incurred traveling to and from work.

10. In addition to all other compensation provided herein, the City shall budget, pay and provide to Owens:

- a. any and all benefits which are provided to full-time City employees as a whole;
- b. such annual leave and sick leave time as may be provided to City employees as a whole including 21 days of vacation during each year of service unless and until such time vacation leave would be greater under the schedule provided to full-time City employees with equivalent years of service. If extensive hours are worked, additional compensated time off will be allowed during the year as approved by the Mayor;

- c. travel subsistence and related expenses for Owens associated with official travel, meetings and conferences to continue the professional development of Owens and/or to pursue necessary official functions for the City; and
- d. enrollment in the City's Defined Benefit Pension Plan;

11. The City shall defend, save harmless and indemnify Owens against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of unalleged act or omission occurring in the performance or her duties. The City shall pay the amount of any settlement or judgment rendered thereon. The above obligations will survive even if Owens is no longer employed by the City. Notwithstanding the foregoing, no indemnity obligation shall apply to or cover any intentional or willful tort or willful and wanton negligence, or any act committed while operating a vehicle under the influence of alcohol, controlled substances or dangerous drugs (other than those for which a valid prescription exists) each of said terms being as defined by Georgia law.

12. The text herein shall constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

City of Tybee Island, Georgia

Shirley Sessions, Mayor

Attest: _____
Jan LeViner, Clerk

REVIEWED AND ACCEPTED BY:

Michelle Owens

Witness: _____

APPROVED AS TO FORM:

Edward M. Hughes, Attorney for
City of Tybee Island, Georgia