

MAYOR
Shirley Sessions

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



CITY MANAGER
Dr. Shawn Gillen

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA

REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL

October 27, 2022 at 6:30 PM

Please silence all cell phones during Council Meetings

Opening Ceremonies

Call to Order
Posting of Colors and Pledge of Allegiance
Invocation

Consideration of Items for Consent Agenda

Announcements

Swearing in Ceremony

1. Tybee Island Youth Council
William Fleming
James Fletcher
Zoe Hamilton
Callen Ingram
Peyton Jones
Anchor Lovejoy
Tenley Martin
Ty Robertson

Recognitions and Proclamations

2. Proclamation: Retired Educators Day, November 6, 2022

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

3. Minutes, October 13, 2022
4. Attachments to Minutes, October 13, 2022

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

5. Jan Will: Train for Tybee
6. Pat Leiby: Indigenous People Program

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



If there is anyone wishing to speak to anything on the agenda, please come forward. Please limit your comments to 3 - 5 minutes.

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

- [7.](#) City Hall Renovation Contract: RW Allen Construction, LLC
- [8.](#) Southeast Corrections, LLC - Probations Services
- [9.](#) Out of State Travel Request, Tybee Island Fire Department: Capt. Matt Bowen, November 1 - 2, to attend the SC Fire Academy and to use a City vehicle

Consideration of Ordinances, Resolutions

- [10.](#) First Reading: 2022-14, Sec 2-263. Beach Task Force - Disband and Repeal

Council, Officials and City Attorney Considerations and Comments

- [11.](#) Bubba Hughes: Proposed Ordinance, 2022-15, Hardships Exceptions - For Discussion Only and Referral to Planning Commission
12. Barry Brown: Fire Protection for all Commercial Buildings
13. Monty Parks: Marine Science Center Bathrooms
- [14.](#) Shawn Gillen: HMGP Excess Funds
- [15.](#) Shawn Gillen: Hotel Motel Water/Sewer Rates

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."

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



File Attachments for Item:

2. Proclamation: Retired Educators Day, November 6, 2022



CITY OF TYBEE ISLAND

PROCLAMATION RETIRED EDUCATORS DAY

WHEREAS, the Governor of the State of Georgia has proclaimed the day of Sunday, November 6, 2022 as Retired Educators Day in Georgia; and

WHEREAS, there are more than 141,000 retired educators in Georgia, 32,000 plus of whom are members of the Georgia Retired Educators Association; and

WHEREAS, the retired educators of Georgia donate thousands of hours of volunteer service and made invaluable contributions to the welfare of their respective communities across the State; and

WHEREAS, it is appropriate that a day be designated for citizens to express their appreciation for the contributions that retired educators have made and continue to make for the betterment of human lives and for society; and

WHEREAS, local churches will recognize those lasting contributions made by retired educators in this community; now

NOW THEREFORE, I, Shirley Sessions, Mayor of Tybee Island do hereby proclaim the day of November 6, 2022 as "RETIRED EDUCATORS DAY" and call upon the citizens of Tybee Island to observe that day in an appropriate manner honoring retired educators.

Given unto my hand and seal at Tybee island, Georgia on this 27th day of October 2022.

Shirley Sessions, Mayor
Tybee Island, Georgia

File Attachments for Item:

3. Minutes, October 13, 2022

City Council Minutes, October 13, 2022

Mayor Sessions called the meeting to order at 6:30PM, October 13, 2022. Those in attendance were Brian West, Monty Parks, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; Jake Saas, Ellis Painter; George Shaw, Director, Community Development; and Jan LeViner, Clerk of Council.

Opening Ceremonies

Call to Order

Posting of the Colors and Pledge of Allegiance

Invocation: Jan LeViner, Clerk

Monty Parks made a motion to adjourn to executive session to discuss litigation. **Barry Brown** seconded. Vote was unanimous to approve, 6-0.

Monty Parks made a motion to return to regular session. **Spec Hosti** seconded. Vote was unanimous to approve, 6-0.

Dr. Gillen gave an update on the recent water failure and the Boil Water Advisory. Dr. Gillen went over the timetable of events to include preventative measures for the future. The EPD was contacted and will meet with Staff to review procedures and processes. Mayor Sessions thanked Dr. Gillen for everything he did to ensure residents were aware of the status of the water situation. Michelle Owens asked the residents for recommendations on how to reach those who do not have internet for better communication. She recommended everyone sign up for the alerts.

Mayor Sessions read a Proclamation for Tybee Island's 135th Birthday.

Michelle Owens approached Mayor and Council to give a report on the activities for the birthday celebration. Ms. Owens invited everyone to Memorial Park on Saturday, October 15, 2022 for a birthday party and picnic in the park. Other activities are trolley tours of Tybee Island and a talent show on November 23, 2022 for Lights Up for Tybee, local talent showcase, at Tybee Post Theater. Mayor Sessions thanked Ms. Owens and her committee for their hard work.

Mayor Sessions added the following to the Consent Agenda:

- Minutes, September 22, 2022
- Attachments to Minutes, September 22, 2022
- Minutes, Special Public Hearing, September 28, 2022
- Travel: Jamey Rabun: National Association of RV Parks and Campground's Outdoor Hospitality Conference and Expo. Budge, Travel and Training 555-52-3500
- Approve lowest bid RW Allen Construction, City Hall Remodel, \$1.7M with alternates in the amount of \$203,886
- Ante Litem: Ryan Longwater. To reject

Sarah Jones approached Mayor and Council to give an update on the Tybee Island Historical Society. Ms. Jones informed Mayor and Council of a very special event on Tuesday, October 18, 2022 at 10:00AM at the Tybee Island Light Station. She continued, the Historical Society has been honored to collaborate with the Middle Passage Port Ceremony Marker Project. This is to designate Tybee Island as a UNESCO Site of Memory for the Middle Passage. Mayor Sessions thanked Ms. Jones for her hard work.

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

Dee Matkowski approached Mayor and Council to speak in favor of the proposed STR ordinances.

Clair Reeve and **Brook Reeve** approached Mayor and Council to speak to the proposed STR ordinances. They would like to be able to apply and receive an STR permit. Mayor Sessions thanked them for their comments.

Jay Holstrom approached Mayor and Council to speak to the proposed STR ordinances. He asked Mayor and Council to do an independent financial study as to STR's.

Heather Hoffman approached Mayor and Council. Ms. Hoffman asked Mayor and Council to work together, join forces and protect the residents with enforcing the current ordinances. She asked Mayor and Council to vote against the ordinances. Mayor Sessions thanked Ms. Hoffman.

Mack Kitchens approached Mayor and Council to speak to the proposed STR ordinances and enforcement. Mr. Kitchens also stated definitions need to be specific as to the residential zones. Mayor Sessions thanked Mr. Kitchens.

Steve Buckner approached Mayor and Council. Mr. Buckner stated he is a plaintiff in the lawsuit filed by Tybee Alliance against the City. He is also against the proposed ordinances and asked Mayor and Council to protect his community. Mayor Sessions thanked Mr. Buckner for his comments.

Dale Williams approached Mayor and Council. Mr. Williams believes this is a compromise and asked Mayor and Council to approve the proposed STR ordinances.

Corey Jones approached Mayor and Council. Mr. Jones stated he does not believe there is a compromise with the proposed ordinances and asked Mayor and Council to take a step back and rethink the proposed STR ordinances. Mayor Sessions thanked Mr. Jones for his comments.

Mindy Hartley approached Mayor and Council. Ms. Hartley spoke against the proposed STR ordinances as she feels her property rights are being taken away. Mayor Sessions thanked Ms. Hartley.

Jon Edwards approached Mayor and Council. Mr. Edwards spoke in favor of the proposed STR ordinances and asked Mayor and Council to approve. Mayor Sessions thanked Mr. Edwards for his comments.

Debbie Kearney approached Mayor and Council. She asked Mayor and Council to approved the proposed STR ordinances as there has been a compromise. Mayor Sessions thanked Ms. Kearney for her comments.

Keith Gay approached Mayor and Council. He asked Mayor and Council to take a step back and address the real issues: noise, trash and parking. Mr. Gay expressed his concerns regarding homestead exemption and enforcement of current ordinances. Mayor Sessions thanked Mr. Gay for his comments.

Roger Huff approached Mayor and Council. Mr. Huff recommended taking the proposed STR ordinances off the agenda and making only one ordinance in that way everything will be defined and clear. Mayor Sessions thanked Mr. Huff for his comments.

Don Hartley approached Mayor and Council. Mr. Hartley expressed his concerns with the lack of enforcement with the current ordinances. Mayor Sessions thanked Mr. Hartley for his comments.

Libby Bacon approached Mayor and Council and expressed her opposition to the proposed STR ordinances. Ms. Bacon asked Mayor and Council to rethink their approach. Mayor Sessions thanked Ms. Bacon for her comments.

Sherry Ward approached Mayor and Council. Ms. Ward visits the Island several times a year and supports the Island financially. She further stated there is a benefit to the community with STR's as asked Mayor and Council to vote no for the proposed STR ordinances.

Matt Campbell approached Mayor and Council. Mr. Campbell stated he does have a STR and hopes to retire on the Island. Mr. Campbell asked Mayor and Council why they are promoting the Island and tourism and then approving the proposed STR ordinances. Mayor Sessions thanked Mr. Campbell for his comments.

Cody Gay approached Mayor and Council. Mr. Gay stated enforcement is the problem. Mayor Sessions thanked Mr. Gay for his comments.

Kathryn Williams approached Mayor and Council. Ms. Williams stated enforcement is an issue. She asked Mayor and Council to enforce the Master Plan and LDC and approve the proposed STR ordinances. Mayor Sessions thanked Ms. Williams for her comments.

Tony Vasquez approached Mayor and Council. Mr. Vasquez expressed his thoughts regarding neighbors as Tybee has good neighbors who come together when there is a problem. Mayor Sessions thanked Mr. Vasquez for his comments.

Joshua Morris approached Mayor and Council to express his concerns with enforcement. Mayor Sessions thanked Mr. Morris for his comments.

Beth Sheffield approached Mayor and Council. Ms. Sheffield asked Mayor and Council to rewrite the proposed STR ordinances before them tonight and possibly looked at zoning options for STR's. Mayor Sessions thanked Ms. Sheffield for her comments.

Anna Butler approached Mayor and Council. Ms. Butler asked Mayor and Council to limit STR's and find a way to allow property owners who do not currently have a permit to have an opportunity to get one, possibly with a waitlist. Mayor Sessions thanked Ms. Butler for her comments.

Carol Seckinger approached Mayor and Council. Ms. Seckinger explained she rents and monitors her property and would like one day to retire on Tybee. Mayor Sessions thanked Ms. Seckinger for her comments.

Barry Brown left the meeting due to an emergency.

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

Public Hearings

Site Plan: 301 First Street-requesting to add golf cart rentals & restaurant-Liran Portal. **George Shaw** approached Mayor and Council. Mr. Shaw explained the petitioner purchased the Sugar Shack and it is their intent to keep the ice cream store; get

rid of the restaurant, as they do not plan to serve any other food; and add a bike and golf cart rental. Staff recommended approval and the Planning Commission recommended approval 4-2. It is the petitioner's intent to improve the parking area with landscaping and trees. There will also be designated parking for the apartments as it is a mixed-use building and a drainage plan is not required. **Beth Sheffield** approached Mayor and Council. Ms. Sheffield expressed her concerns with parking on the property and if there is sufficient parking for the golf carts. Mr. Shaw addressed Ms. Sheffield's concerns stating there is ample parking on the property. He continued, the Code requires off-street spaces. Mayor Sessions stated if Mayor and Council approved this item, there could be a caveat for appropriate parking as defined in the Code. Mr. Shaw confirmed. **Keith Gay** approached Mayor and Council. Mr. Gay stated he does not understand how the parking spaces can be used for the last twenty years and now dispute with new ownership. He further commented the new owners should not be short changed parking spaces. **Murray Marshall** approached Mayor and Council. Mr. Marshall clarified the parking spaces as not only the property owner but also patrons and beach goers can use them. These spaces, in his opinion, have been there for a long time and should be allowed. **Dee Matkowski** approached Mayor and Council. Ms. Matkowski confirmed there are apartments above the Sugar Shack. Mr. Shaw confirmed, as there are two (2) apartments. Ms. DeVetter asked Mr. Shaw how many parking spaces are required. Mr. Shaw responded, 15 parking spaces required for the business and apartments. The Site Plan shows 18 spaces and two (2) bicycle racks. Mr. Hosti stated the Sugar Shack has been in that location for over 50 years. **Monty Parks** made a motion to approve. **Spec Hosti** seconded. Vote was unanimous to approve 5-0.

Site Plan: 402 First Street-requesting to add a lift to front deck -Jason Dubuque. **George Shaw** approached Mayor and Council. Mr. Shaw explained the Back River Brewery recently opened above the Agave Restaurant and due to the heavy items that need to be taken to their business they would like to add a lift. There is not space to install a full elevator outside without using existing parking spaces so the petitioner is seeking approval to install a lift. When supplies are delivered, the lift will be used but during business hours, the lift will remain in the up position so the parking spaces can be used. Mr. Shaw stated Staff recommended approval and the Planning Commission approved unanimously. Mr. Parks shared his concerns regarding the weight of the materials and if the deck is rated. Mr. Shaw responded the City did not look. Chief Kendrick approached. He stated when a business changes ownership, it is a State Law it must be inspected, a Life Safety Inspection, for the building. Mr. Hosti asked for clarification. Chief Kendrick stated everything has to be inspected. Dr. West stated the petitioner had a safety inspection prior to leasing of the property. Don Hartley approached Mayor and Council. Mr. explained the State Fire Marshal approves/disapproves the elevators/lifts. **Monty Parks** made a motion to approve. **Spec Hosti** seconded. Vote was unanimous to approve 5-0.

Tree Appeal: -402 6th Street-appeal of actions Sec. 7-100 regarding denial of tree permit-Jone Bremer. **George Shaw** approached Mayor and Council. Mr. Shaw stated the petitioner submitted a request for a permit to remove 21 significant trees. The permit was denied and she subsequently submitted a request for a pool and an addition to her residence permit. The trees that are in the footprint of the new addition were approve for removal as well as the pool permit. Later, it was discovered there is a tree in

the footprint of the proposed pool that was not shown on the tree survey. Mr. Shaw continued, the pool permit was rescinded but the addition to the home was allowed. He stated, while you can remove a significant tree to make reasonable beneficial economic use of the property, a pool does not reach that threshold. Staff recommended denial and the Planning Commission recommended denial, 3-2. Mr. Hosti asked if the tree is removed, will there still be in compliance. Mr. Shaw confirmed. Ms. DeVetter asked why the tree was not shown on the initial tree survey. Mr. Shaw responded per the surveyor, it was left off. Dr. West asked if a tree could be planted in its place. Mr. Shaw stated no, not with the way the ordinance is written, as you cannot remove a significant tree. Mr. Parks asked Mr. Hughes, if the tree was removed, could the petitioner plant another tree. Mr. Hughes stated, he could ask that question to the petitioner, who is present. Mr. Burke asked why the City granted a pool permit without actually visiting the site. Mr. Shaw stated the arborist did visit the site but did not have the pool permit with him and did not realize the tree was in the footprint of the proposed pool. Jone Bremer approached Mayor and Council. Ms. Bremer discussed the Planning Commission Meeting, as she does not feel they asked her pertinent questions. She read from a prepared statement. Ms. Bremer gave a brief history of the property to include the adjoining property, which she purchased. It is her intent to put an addition on to the existing residence and put in a pool to accommodate her growing family. She continued, she does not have a STR permit and does not have any intentions to do so. Ms. Bremer explained she was given a pool permit on May 4, 2022, which has since been revoked. She stated the trees that were to be removed were marked for the pool and for the addition. Twenty-one trees were marked and after review, it was determined only sixteen trees needed to be removed and only one of those trees is in the footprint of the pool. Ms. Bremer stated she submitted a second tree removal permit and a topo at that time, which identified the trees to be removed as well as the marks that remained on the trees. She again stated all trees were marked for removal and did not realize until an on-site visit that the tree was not on the topo although it is noted on both applications. Greg Harrison approached. Mr. Harrison stated he is a surveyor and it was an oversight that the tree was not on the survey. She is asking Mayor and Council to consider approval. Janna Martin, Attorney, approached Mayor and Council. Ms. Martin stated this all comes down to whether the one (1) tree can be removed and whether the pool meets the Code requirement under 7-060, being a reasonable, beneficial, economic use of the property which it does. Ms. Martin continued, her client has met all the legal requirements and if denied, she will not be allowed to have reasonable, beneficial and economic use of her property. Patrick Murphy approached Mayor and Council. Mr. Murphy stated the petitioner purchased the adjoining property so the pool could be placed in the center of the home site, as she would like to enhance the property. Ms. Bremer stated she does not want to cut the tree but there is no other location on the property for the pool. She complimented Mr. Shaw and Ms. Schaaf for their hard work and professionalism. Roger Huff approached Mayor and Council. Mr. Huff recommended Mayor and Council approval this agenda request as the pool would increase the property value. Mr. Hosti stated this is a unique situation where the addition will be on the second lot as the original house sits on another lot. **Spec Hosti** made a motion to approve. **Jay Burke** seconded. Voting in favor were Brian West, Monty Parks, Jay Burke and Spec Hosti. Voting against was Nancy DeVetter. Motion to approve, 4-1.

Variance: 8 Eighteenth Place-requesting to add elevator in side setback-Judy & Greg Hirsch. George Shaw approached Mayor and Council. Mr. Shaw **stated** Mr.

Hirsch currently has a medical issue that is creating mobility issues. The petitioners are requesting a variance to add an elevator in the side setback. Mr. Shaw stated this type of request does not meet the City's technical definition of a variance and Staff recommended approval as the Planning Commission did also by a unanimous vote. Josh Yellen approached Mayor and Council. Mr. Yellen stated he is representing the petitioner and gave a brief description of the elevator and location. He is asking for approval as this is a hardship. **Nancy DeVetter** made a motion to approve. **Brian West** seconded. Vote was unanimous to approve, 5-0.

Variance: requesting to impact marshland to maintain right of way – Polk Street right of way & 318 Polk Street – Zone C2-EC- 4-0025-01-005Y & 005Z - City of Tybee & Michael Leonard. **George Shaw** approached Mayor and Council. Mr. Shaw stated this has been before Mayor and Council five (5) times. This is a City street as well as the driveway for the Leonard's. Both parties are requesting this variance that will improve the driving surface as it is covered at high tide. Staff is recommending approval as well as the Planning Commission unanimously. Mr. Hosti confirmed DNR has approved. Mr. Shaw confirmed. Bill Glass approached Mayor and Council. Mr. Glass, Attorney, representing the Leonard's stated the Leonard's could not be present due to the impending tides. He is asking for Mayor and Council to approve this request. **Spec Hosti** made a motion to approve. **Jay Burke** seconded. Vote was unanimous to approve, 5-0.

Consideration of Ordinances, Resolutions

Second Reading: 2022-09, Sec 66-8, Regulation of Motorized Carts within the City of Tybee Island. **Monty Parks** stated that the ordinance sets the standard now at 70 decibels and would like to see it changed over to carts that are fuel injected or electric which takes it off meter and over to engine style. **Monty Parks** then made a motion to approve changing from decibel reading to engine style. **Brian West** seconded. Vote was unanimous to approve, 5-0.

Jay Burke recused himself.

Second Reading: 2022-10, STR Ordinance, to amend Sec 34-260, 34-261, 34-262, and 34-265. To add Sec 34-267, 34-268 and 34-270. **Monty Parks** made a motion to approve as presented with two exceptions: (1) Sec 34-268(A), strike sentence starting at the words "property management" to the end of the sentence and (2) send this entire ordinance to the Planning Commission to start the process of making it in line with the other ordinances and part of Zoning Ordinances. **Nancy DeVetter** seconded. **Discussion:** Mr. Hughes confirmed. Dr. West asked if the version in the packet before them needs to be changed. Mr. Hugh confirmed. Voting in favor were Nancy DeVetter and Monty Parks. Voting against were Brian West and Spec Hosti. Mayor Session voted in favor. Motion approved 3-2. Jay Burke recused.

Second Reading: 2022-11; Article 4, Sec I, 4-050(A)(B) and (C); Sec II, Definitions; Sec III, Notice of and Abandonment of Nonconforming Use; Sec IV, Allowances; Sec V, Caps in Certain Zoning Districts; and Sec I, Permits Prohibited Exception for Owner Occupied Location (Z-2). **Monty Parks** made a motion to approve as presented with two exceptions: (1) In Sec 3, Abandonment: Staff

to work on appeal process for natural disasters, fire and other catastrophic events and (2) Sec 3, Abandonment and Sec 4, Allowances, have an effective date of May 1, 2023. **Nancy DeVetter** seconded. Voting in favor were Nancy DeVetter and Monty Parks. Voting against were Brian West and Spec Hosti. Mayor Session voted in favor. Motion approved 3-2. Jay Burke recused.

Second Reading: 2022-12 Parking in Short Term Rental locations (Z-3). **Monty Parks** made a motion to continue for further development. **Nancy DeVetter** seconded. Vote was unanimous to approve, 4-0.

Certain Building Permit Holders Ability to Obtain STR Permit FOR DISCUSSION ONLY. **Mr. Hughes** stated at the request of Council, he was asked to develop an ordinance regarding individuals that have secured the building permits before the moratorium intending to have structures built or renovated that would become STR's and could apply for a permit. A search would have to take place to find those building permits, which were issued. He is asking Council to submit their comments prior to this going to the Planning Commission. Ms. DeVetter confirmed knowing the date of the application and completion to find the real number. Mr. Shaw stated he can run a report on permits but will need a period on renovations, as new builds will be easier to determine. Mr. Hosti stated, when he proposed this, his thought was to go back to August 2021. Mr. Hosti recommended Council and Staff send recommendations to Mr. Hughes.

Council, Officials and City Attorney Considerations and Comments

Bubba Hughes

- **Status of Moratorium: Mr. Hughes** stated if he is correct, Mayor and Council approved on second reading, 2022-04, Sec 6, as no further permits in R-1, R-2, R-1B will be issued. Therefore, the Moratorium is officially ended, as there are ordinances put in its place. Mr. Parks confirmed with Mr. Hughes, in the re-permitting or the transfer of a permit during the sale of a house, there is no time limit on the application for the new permit. Mr. Hughes responded, they need to notify the City within seven (7) days of ownership change and the new owner would make application, if they want. The Planning Commission will address this date.
- **Wittendorf Settlement for Ratification: Mr. Hughes** discussed the settlement to include payments by the City and GIRMA. The Release will become part of the City record. **Monty Parks** made a motion to accept the terms of the Agreement. **Nancy DeVetter** seconded. Vote was unanimous to approve, 4-0.

Monty Parks made a motion to adjourn to executive session to discuss personnel, litigation and real estate. **Brian West** seconded. Vote was unanimous to approve, 4-0.

Monty Parks made a motion to return to regular session. **Spec Hosti** seconded. Vote was unanimous to approve, 4-0.

Brian West made a motion to adjourn. **Monty Parks** seconded. Vote was unanimous to approve, 4-0.

Meeting adjourned at 11:45PM

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

4. Attachments to Minutes, October 13, 2022

Steve Buckner
8 Rosewood Ave
Tybee Island, GA 31328

October 13, 2022

Mayor:

Shirley Sessions

Council Members:

Brian West

Barry Brown

Nancy DeVetter

Jay Burke

Michael Hosti

Monty Parks

Dear Mayor and Council,

The cavalier assault on the property rights of Tybee citizens and the guests who support the island economy these last 13 months is a disaster. The meeting that first force fed us the moratorium was a sneak attack.

Fourteen months of follow up discussion has generated ordinance drafts that are poorly written, poorly conceived, unenforceable and illegal. Money and time that could have been spent to study real problems and build an effective enforcement process will be spent in court defending illegal and unconstitutional government overreach. The result may well be loss of self determination to state control.

The lawsuit outlines the support behind this statement so I will avoid repetition.

I had no appetite to participate in legal action against my hometown. I'm now forced to defend against City Council's attack on our property rights.

Were it not for short term rentals we could not have returned the Fort Screven Rec Hall to the national historic register. We are proud of that accomplishment and won the Historic Savannah Foundation Preservation Award this year. Young families use STR to become full time residents. Retirees use STR to pave their path to a future in paradise. STR guests buy Tybee properties to allow them to enjoy Tybee as often as time allows. When my wife joins me in retirement we may well want to STR our family home, allowing beach lovers pleasure in the season we prefer to travel. Homeowners who have followed established precedents to enjoy their slice of our vacation paradise are under attack. I am committed to doing what I can to protect myself and my community from councils arbitrary and capricious actions.

Sincerely,

Steve Buckner

MAYOR
Shirley Sessions

CITY COUNCIL
Bary Brown, Mayor Pro Tem
Jay Burke
Nancy DeVetter
Spec Host
Monty Parks
Brian West



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

City Council Agenda Item Request

Council Meeting Date for Request: October 13, 2022

Item:

Request for Multi-Generational Owners Who Have Non-Climatized Homes Also Prioritized for STR Licenses

Explanation:

Our family has owned a historically registered home at 1903 Chatham Avenue since 1965. We share it between many family members most of the year when the climate allows. The home does not fully have HVAC, so it is not conducive to living in year-round. We spend as much time as possible in the home each year. We cannot live there 365 days a year (and we cannot have it registered for homestead exemption due to the shared nature of the home). We would like the opportunity to be on the priority list for an STR as we have drained much of our shared funds with repair from hurricanes as well as annual maintenance. We want to financially keep this beautiful place in our family for many generations to come. We can explain further at the city council meeting.

Paper Work: N/A Attached*

N/A Audio/Video Presentation**

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

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

NOTE: Request will be postponed if necessary information is not provided.

Submitted by: Brooke Reeve & Claire Reeve *

Phone / Email: TheReeveCottage@gmail.com

Comments: We plan to be present (in person) at this meeting. If allowed, we would like to stand and speak to share our thoughts regarding this item.

Date given to Clerk of Council October 3, 2022
P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
(866) 786-4573 – FAX (866) 786-5737
www.cityoftybee.org



My name is Dee Matkowski, I live at 20 Pulaski street, which is zoned R-1, full time with my husband Bob and our doggie buddy.

After being at the September 22 meeting, I realized there are several things I want to address, all in 5 minutes!

Bob and I fell in love with Tybee before the Olympics when we lived in Atlanta. We could not afford a second home, even an STR second home. We worked and planned and got here 2 years ago. We found a little place we could afford, which was an STR before, and moved in. Our original plan was to convert part of a storage area into a studio apartment to rent out to people on vacation to help supplement our retirement income. After living here a while, we realized how lacking affordable housing was for people who work on the island, we switched gears and decided to rent it long term to a person who works on the Island. It is now occupied by a person who works full time on Tybee. A person who is an asset to this island. Two other STR's have been purchased on our street and full time residents have moved in. We are gaining neighbors.

This summer, Bob and I spent a month out west visiting 5 states. We are blessed to live on a street where most people understand what neighbors are. While we were gone, one neighbor checked and emptied my rain gauge every day, collected our mail, and generally kept an eye on our house.

One neighbor watered my brand new lime tree and the week before we came home, he and his wife mowed and weeded our yard. I am sure other people did things we will never know about. This IS what neighbors are. This is exactly why we are here. This is exactly what we are fighting to keep. If our street were full of STR's we very well may have come home to an over grown yard, mail everywhere, a rain gauge full of skeeters and probably a ticket or two.

The other thing that struck me while we were on vacation was seeing places as a tourist. At least 3 towns, maybe 4 would not even exist except for tourists. They were not mixed with permanent residents because they wanted to live there, like Tybee. Permanent residents were

there SOLEY for the tourist trade, they owned restaurants, hotels, and str's, tourist tours and adventures, and grocery stores, if there was one.

The restaurant's were mostly bad with mediocre food at best- and very high prices. It was the same food one gets anywhere in this country. Nothing local or special, like Tybee is currently.

One grocery store was offering \$22.00 per hour with no takers due to the high cost of housing. I hear people saying on Tybee that if the STRs are controlled we will loose our good restaurants, stores. I think the opposite is true. Restaurants that only cater to tourists are often not good.

They have no one to answer to. Tourists eat and leave. The last week of our vacation, I kept saying I cannot wait to get home and eat on Tybee. We traveled for a month, and the best food was here at home, at restaurants run by locals who live here and care. Not by people who only care about how much they can gouge a tourist for.

2 weeks ago, Hurricane Ean, had us in its sights for a few days. This is what I saw first hand.

Neighbors filling and delivering sand bags.
Neighbors stopping work to help other neighbors get ready for a possible hurricane.
Neighbors offering to fill propane tanks.
Neighbors offering housing if flooded.

I can go on and on. I think everyone gets the point. Neighbors.....

The code for R1 states.

“The character of development in these areas is oriented for permanent residences”.

Again.....The character of development in these areas is oriented for permanent residences”.

I am very grateful to YOU -our City Council- for taking the hard and unappreciated steps to correct the enforcement of the zoning code.

Thank you.

My name is Mindy Hartley, I live at 204 Miller Ave with my husband Don. Mayor Sessions, City Council members, thank you for this opportunity to speak tonight. Thank you also, to the Mayor and to the City Councilmen that took time a few weeks ago to either meet in person (Mr. Spec Hosti and Dr. Brian West) or speak on the phone (Mayor Sessions, Mr. Monti Parks) w/ my husband Don and me to hear our personal concerns.

I was born and raised in Savannah, GA. Growing up I spent a lot of time on Tybee Island. This year as the pandemic was winding down, I retired as the COO for a Healthcare System in Houston County Georgia. When the moratorium was put in place August of 2021, I was working hard with my healthcare team members to keep employees safe and save patient lives, little did I know that during a global pandemic, the likes of which we have not seen since 1918, the City Council members on Tybee Island were working to take away a portion of our property rights.

My husband and I have worked hard over the years planning and saving for our retirement. This plan included purchasing the lot on Miller Ave, August 2019, which is in an R2 zone. We built our home and received a Certificate of Occupancy August 2020. Our retirement plan was based on the fact we could at some future date rent out our property. This property right was effective when we bought our lot and when we received our Certificate of Occupancy. This Ordinance that is being voted on tonight takes away a portion of our bundle of rights, it impacts us financially, and it does this without any form of financial compensation from the City of Tybee for taking away this right of ownership.

The real estate prices and tax base of Tybee Island are in part based upon the fact we live in a tourist town and there are STRs in such a town. Therefore, those living on Tybee Island pay premium prices for lots, homes and taxes. We understood these costs when we purchased and built but also understood the gains which were our right when we took possession of our home. That right being to rent our property as a STR. The evidence for this "right of ownership" is based on the fact that historically the City of Tybee has been a tourist destination, has advertised this fact and has awarded approximately 766 STR licenses in zones R1, R1B, and R2.

I have been shocked at the methodology used to put this Ordinance in play. The "Qualitative Study" which is being used as part of the reason for implementing a "Cap" was not scientific in nature. There were 1887 responses yet of those at least 200 were said to be duplicates.

There have been insinuations that STRs use more water than full time residents and it was said during previous meetings that "we won't be able to flush our toilets," yet there has been no scientific analysis comparing STRs with full time residents in utilization of water.

On August 25, 2022 I requested from the City through "Open Records" information on STR licensed addresses and historical information about disturbances/problems/issues/resolutions so that I could perform my own analysis as to whether or not there was a problem. I received some of the information in regards to STR licensed addresses but I never received anything on

disturbances/resolutions. Therefore, I can only assume this lack of transparency is due to the fact that it really is not the STRs that are causing the majority of the problems.

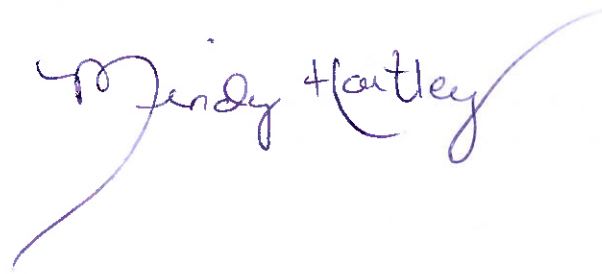
It seems to me that the City Leadership of this Town is erroneously laying all the blame at STR owners.

As mentioned earlier I grew up in Savannah. In the 1970s and 1980s my family-owned Tybee Island rental properties, business properties, a vacation home, and two pizza restaurants at Tybee Island. During those years it was literally impossible to make a go of a business at Tybee Island because there were not enough residents or visitors to this Island to support business. The rise of STRs has been beneficial to this island just as SCAD has been beneficial to the City of Savannah. As has been said by many people in these meetings, please enforce the rules but do not take away the rights of the people.

I can only deduce the squeaky wheel gets the grease around here versus a scientifically based analysis of the situation. This laborious 14-month process has only brought division among home owners/businesses/stakeholders, an unfair Ordinance for consideration tonight, and a lawsuit which will cost the taxpayers of Tybee Island.

I appreciate your time in hearing me out.

Mindy Hartley, DNP, MBA-MHA, MSN, RN, NE-BC
13 Oct 22

A handwritten signature in blue ink that reads "Mindy Hartley". The signature is written in a cursive style with a long, sweeping underline that extends to the left.

My name is Don Hartley, I live at 204 Miller Ave. You have already heard from my wife, Mindy. My focus will be different. Mindy shared that we received partial information from the City on STR properties. We took the list and rode by properties that had a renewal dates of July and August. Out of the 85 properties in R1, R1B, and R2s, 25 had no signs, 3 had small non-compliant signs, and one property was a vacant lot. There was also one where the street does not seem to exist (Corey Jones/Lucky Savannah). You want to increase the restrictions and the rules and evidentially they are not being enforced now. You want to add more but you are not enforcing what you already have on the books. It took us less than an hour and a half to ride by all of the properties.

We understand there are some abuses of properties being rented out as STR and that is the reason for the ordinance currently being written. Our request is that instead of penalizing only those in R1, R1B and R2 by taking away their property rights you do the following:

- Address the issues of those with a STR license breaking the law
- Enforce all ordinances (noise, signage illegal parking issues, trespassing, nuisances', etc.) equally for STRs/ as well as for homeowners and their guests
- Rezone R1, R1B, R2 to be RT given this is a tourist community

We believe the final decision should allow freedom of property use with the responsibility that goes with ownership. We vote for a governing decision that addresses the behavior of all citizens breaking the law versus a decision that takes away property rights of homeowners.

Thank you for your time and consideration in this important matter.
Don Hartley

My name is Mindy Hartley, I live at 204 Miller Ave with my husband Don.

Mayor Sessions, City Council members, thank you for this opportunity to speak tonight.

Thank you also, to the Mayor and to the City Councilmen that took time a few weeks ago to either meet in person (Mr. Spec Hosti and Dr. Brian West) or speak on the phone (Mayor Sessions, Mr. Monti Parks) w/ my husband Don and me to hear our personal concerns.

I was born and raised in Savannah, GA. Growing up I spent a lot of time on Tybee Island. This year as the pandemic was winding down, I retired as the COO for a Healthcare System in Houston County Georgia. When the moratorium was put in place August of 2021, I was working hard with my healthcare team members to keep employees safe and save patient lives, little did I know that during a global pandemic, the likes of which we have not seen since 1918, the City Council members on Tybee Island were working to take away a portion of our property rights.

My husband and I have worked hard over the years planning and saving for our retirement. This plan included purchasing the lot on Miller Ave, August 2019, which is in an R2 zone. We built our home and received a Certificate of Occupancy August 2020. Our retirement plan was based on the fact we could at some future date rent out our property. This property right was effective when we bought our lot and when we received our Certificate of Occupancy. This Ordinance that is being voted on tonight takes away a portion of our bundle of rights, it impacts us financially, and it does this without any form of financial compensation from the City of Tybee for taking away this right of ownership.

The real estate prices and tax base of Tybee Island are in part based upon the fact we live in a tourist town and there are STRs in such a town. Therefore, those living on Tybee Island pay premium prices for lots, ho

taxes. We understood these costs when we purchased and built but also understood the gains which were our right when we took possession of our home. That right being to rent our property as a STR. The evidence for this "right of ownership" is based on the fact that historically the City of Tybee has been a tourist destination, has advertised this fact and has awarded approximately 766 STR licenses in zones R1, R1B, and R2.

I have been shocked at the methodology used to put this Ordinance in play. The "Qualitative Study" which is being used as part of the reason for implementing a 'Cap' was not scientific in nature. There were 1887 responses yet of those at least 200 were said to be duplicates.

There have been insinuations that STRs use more water than full time residents and it was said during previous meetings that "we won't be able to flush our toilets," yet there has been no scientific analysis comparing STRs with full time residents in utilization of water.

On August 25, 2022 I requested from the City through "Open Records" information on STR licensed addresses and historical information about disturbances/problems/issues/resolutions so that I could perform my own analysis as to whether or not there was a problem. I received some of the information in regards to STR licensed addresses but I never received anything on disturbances/resolutions. Therefore, I can only assume this lack of transparency is due to the fact that it really is not the STRs that are causing the majority of the problems.

It seems to me that the City Leadership of this Town is erroneously laying all the blame at STR owners.

As mentioned earlier I grew up in Savannah. In the 1970s and 1980s my family-owned Tybee Island rental properties, business properties, a vacation home, and two pizza restaurants at Tybee Island. During those years it was literally impossible to make a go of a business at Tybee Island because there were not enough residents or visitors to this Island to support business. The rise of STRs has been beneficial to this island just as SCAD has been beneficial to the City of Savannah. As has been said by many people in these meetings, please enforce the rules but do not take away the rights of the people.

I can only deduce the squeaky wheel gets the grease around here versus a scientifically based analysis of the situation. This laborious 14-month process has only brought division among home owners/businesses/stakeholders, an unfair Ordinance for consideration tonight, and a lawsuit which will cost the taxpayers of Tybee Island.

I appreciate your time in hearing me out.

Mindy Hartley, DNP, MBA-MHA, MSN, RN, NE-BC
13 Oct 22

File Attachments for Item:

7. City Hall Renovation Contract: RW Allen Construction, LLC

**AGREEMENT WITH THE CITY OF TYBEE ISLAND, GEORGIA
FOR CITY HALL RENOVATION PROJECT**

THIS AGREEMENT made this _____ day of _____, 2022, by and between the City of Tybee Island, Georgia, hereinafter called the “Owner” at P.O. Box 2749, Tybee Island, GA 31328, and RW Allen Construction, LLC, hereinafter called the “Contractor”, of 1015 Broad Street, Augusta, Georgia 30901.

WITNESSETH:

WHEREAS, the City of Tybee Island, Georgia, has heretofore solicited proposals for all material, work and improvements and for the doing of all things included within the hereinafter specified City Hall Renovation more fully described in the ITB No.: 2022-769.

WHEREAS, the City of Tybee Island, Georgia, did find that the Contractor was the lowest responsible, responsive and preferred offeror for the hereinafter specified City Hall Renovation (hereinafter “Project”).

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings, and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at its own cost and expense, to do all the work and furnish all the labor, materials, equipment, and other property necessary to satisfactorily do, construct, install, and complete all work and improvements for the City Hall Renovation Project for the City of Tybee Island, Georgia (Project), all in full accordance with, and in compliance with and as required by the hereinafter specified Contract Documents for said Contract, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II- CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, subject to all stated exclusions, or, if not attached, as if hereto attached:

1. Invitation to Bid ITB No. 2022-769 and any Addendum(s) thereto
2. Contractor’s Proposal including all attachments and addendum thereto
3. General Conditions of the Contract
4. Technical Requirements
5. Contract Drawings / Bid Plans
6. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
7. Any and all other documents or papers included or referred to in any of the foregoing documents including all Permits
8. Any and all Addenda to the foregoing, all of which are on file with the Owner

ARTICLE III - CONTRACT AMOUNT

The Contractor agrees to receive and accept the following unit prices and lump sum prices as full compensation for furnishing all materials and equipment and for doing all work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise to be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for well and faithfully completing the whole and entire work and Project, in the manner and according to and in compliance with the Contract Documents as directed by the City or its Engineer in accordance with these documents, and for any and all other things required by the Contract Documents.

As a result of the solicitation process and the proposal of Contractor, the parties have agreed that the total amount payable under the contract for all work, equipment and materials is \$1,882,027.00 which sum reflects the base bid and alternatives 1, 3, 4, 5 and 6.

ARTICLE IV- STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work for the Project no later than _____, 2022, and to complete fully all work required by the Contract Documents to the point of Final Acceptance by the Owner within _____ Calendar days.

ARTICLE V- PAYMENT TO CONTRACTOR

Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the material and do all the work and do all other things herein above mentioned according to the terms and conditions hereinafter contained or referred to, for the prices aforesaid, and hereby contracts to pay Contractor at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the Owner and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VI-INVALIDITY AND SEVERABILITY

The invalidity of any provision included in any of the Contract Documents shall not be deemed to impair or affect in any manner the validity and enforceability of the remainder of the Contract Documents, and in such event, all the other provisions of the Contract Documents shall continue in full force and effect as if such invalid provision had never been included therein. Owner and Contractor agree that, in such event, the Contract Documents shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that achieves, to the maximum extent possible, the intention of the stricken provision.

ARTICLE VII-CHOICE OF LAW AND FORUM SELECTION

The Contract Documents shall be construed and controlled by and under the laws of the State of Georgia without regard to conflicts of laws principles. Further, any dispute arising out of or concerning the Contract Documents, or any action or inaction performed thereunder, shall

be adjudicated in either (a) the United States Court for the Southern District of Georgia, Savannah Division; or (b) the State or Superior Courts of Chatham County, Georgia, and the parties waive any defenses of personal and/or subject matter jurisdiction to the aforesaid venues.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two original counterparts the day and year first above written.

RW ALLEN CONSTRUCTION, LLC
(Contractor)

By: _____

It's: _____

Sworn to and subscribed before me
this ____ day of _____, 2022.

Notary Public
My commission expires: ____
(NOTARIAL SEAL)

CITY OF TYBEE ISLAND, GEORGIA
(Owner)

By: _____

It's: _____

Sworn to and subscribed before me
this ____ day of _____, 2022.

Notary Public
My commission expires: ____
(NOTARIAL SEAL)

IMPORTANT NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

CERTIFICATE TO BE EXECUTED IF CONTRACTOR IS A CORPORATION

I, _____ certify that I am the _____ of the Corporation named as Contractor hereinabove; that by Resolution of the Board of Directors at a _____ meeting held on _____, 20_____, a Resolution was passed giving authority to _____ to sign the foregoing Contract on behalf of the Contractor; that said officer was then _____ of said corporation by authority of its governing body and is within the scope of its corporated powers and said power has not since been revoked.

Secretary

Date: _____

(Corporate Seal)

County: _____

State: _____

NOTICE OF AWARD

DATE: _____

TO: RW ALLEN CONSTRUCTION, LLC

PROJECT: CITY OF TYBEE ISLAND, GEORGIA, CITY HALL RENOVATION
PROJECT

You are notified that your Bid dated September 29, 2022, for the above Contract has been considered. You are the apparent successful bidder and will be awarded a contract for City of Tybee Island, Georgia CITY HALL RENOVATION Project upon fully conforming with the following requirements for award.

Within seven (7) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- 2 originals - Contract
- 1 original - Performance Bond
- 1 original - Payment Bond
- 1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the Contract Documents

Within ten (10) days after receipt of the above documents, OWNER will return to you one (1) fully executed original of the Contract. You may obtain two additional free copies of plans and specifications upon request.

You will be notified of the time and place for a preconstruction conference; your proposed work schedule must be delivered to the OWNER at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

City of Tybee Island, Georgia (OWNER)

By: _____
(Authorized Signature) (Typed Name)

(Title)

NOTICE TO PROCEED

TO: RW ALLEN CONSTRUCTION, LLC

DATE: _____

PROJECT: CITY HALL RENOVATION PROJECT

You are hereby notified to commence work at _____ in accordance with the Contract dated _____, and you are to fully and satisfactorily complete the work to the point of Final Acceptance within 90 days of commencement of work.

The City of Tybee Island, Georgia (OWNER)

By _____

(SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this day of _____, 2022.

RW ALLEN CONSTRUCTION, LLC
(CONTRACTOR)

(TITLE)

WAIVER AND RELEASE OF LIEN

FROM: _____

TO: City of Tybee Island, Georgia (Owner of Project)

PROJECT: CITY OF TYBEE ISLAND, GEORGIA, CITY HALL RENOVATION

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by The City of Tybee Island, Georgia, to furnish labor and/or materials for the referenced Project, does hereby waive and release any and all lien and claim or right to lien and claim against the City of Tybee Island, Georgia, on the referenced Project on account of labor or materials, or both furnished for the referenced Project.

2. The undersigned further certifies that to the best of its knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced Project.

3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the City of Tybee Island, Georgia, harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced Project.

4. The undersigned has executed this document in order to induce the City of Tybee Island, Georgia, to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the City of Tybee Island, Georgia, arising out of the furnishing of labor and/or materials for the referenced Project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ____ day of _____, 2022.

STATE OF _____
COUNTY OF _____

Personally appeared before me the undersigned Notary Public in and for said County and State _____, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

NOTARY PUBLIC

AFFIDAVIT

Contractor Affidavit Under OCGA 36-91-21(e)

Personally appeared before the undersigned officer duly authorized to administer oaths,
_____ who, being duly sworn, states as follows:

The undersigned hereby execute under oath this affidavit verifying compliance with the provisions of O.C.G.A. § 36-91-21(e) and attest that he has not directly or indirectly made any effort by himself or otherwise to prevent or attempt to prevent competition in the bidding or proposals by any means whatsoever. The undersigned further attests that he has not attempted to prevent or endeavored to prevent anyone from making a bid or proposal by any means whatever nor caused or induced anyone to withdraw a bid or proposal for the work. The undersigned further attests that he is the sole agent or officer who have acted for or represented the corporation in bidding for or procuring the contract.

This oath is made in order to be filed with the officer whose duty it is to make payment under the contract.

THIS ___ day of _____, 2022.

Title

Sworn to and subscribed before me,
this ___ day of _____, 2022.

Notary Public

File Attachments for Item:

8. Southeast Corrections, LLC - Probations Services



Agreement for Provision of Probation Services for the Municipal Court of Tybee Island, Georgia

This AGREEMENT is made by and between Southeast Corrections, LLC organized under the laws of the State of Georgia with its principal place of business at 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 hereinafter “Contractor” and the City of Tybee Island, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as “City” with the express written consent of the Chief Judge of the Municipal Court of Tybee Island, Georgia. This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the agreement under the specific authority of Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated.

WITNESSETH:

WHEREAS, City wishes to contract with Contractor to provide probation services for the Municipal Court of Tybee Island, Georgia, hereinafter referred to as “Court”; and

WHEREAS, Contractor is a company with the requisite professional staff, expertise, knowledge, and professional registrations or certifications and is licensed to provide said services;

WHEREAS, Contractor has a Fee Schedule (which is attached hereto as Exhibit A and is incorporated herein by this reference) for the services to be provided and the costs of said services to be paid by those placed on probation by a Judge of the Court; and

Now, therefore, the City and Contractor, in consideration of the mutual covenants and promises contained herein do agree as set forth below:

Section 1: Contractor’s Services

The Selected Contractor shall provide probation services including but not limited to:

1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings.
2. The Contractor shall maintain for the life of the Agreement a probation office within Chatham County.
3. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.
4. The Contractor shall meet with each probationer placed on probation under the supervision of the Selected Contractor at least one (1) time every thirty (30) calendar days. Probationers that do not comply with the probation guidelines and the Court order may be required to meet with their supervisor more than one (1) time every month. At the discretion of the Court, the Contractor shall provide intensive probation services that may include the requirement(s) for weekly reporting and/or telephone contacts. For probationers placed on intensive probation, the



Contractor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements are in effect.

5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.
6. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provider by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
7. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
 - a. Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on a monthly basis. All funds and payments shall be accompanied with reporting and accounting documents approved by the Clerk of the Court.
 - b. The Contractor shall collect fines, fees, restitution and court costs assessed to the offender by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrear only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each Offender. The Contractor will further provide a written receipt of all moneys paid to the Contractor by an Offender each time he or she makes a payment.
 - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
8. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest bearing account without benefit or profit from said accounts.
9. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees collected be retained by the Contractor.
10. A nine dollar (\$9.00) per month surcharge shall be collected from each probationer placed on probation by the Contractor, unless the probationer is exempted by the Court, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13.



11. Contractor shall adhere to O.C.G.A. §42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
12. Contractor shall adhere to O.C.G.A. §42-8-103.1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

Further, When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.
13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the City limits of Tybee Island, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
14. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing and shall pay those costs pursuant to the Fee Schedule provided.
15. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Probationers shall assume the cost of electronic monitoring and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.
16. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.
17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to



the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.

18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant.
19. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
20. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur, and the amounts and dates of all monies collected.
21. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records, and papers of whatever kind relative to the supervision of probationers and shall make the same available only to authorized employees of the Contractor and authorized personnel of City of Tybee Island, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
22. In accordance with Georgia Department of Corrections Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records, and papers in a centralized location convenient to the City of Tybee Island, Georgia, and shall make the same available only to the Court, Tybee Island city officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of the City of Tybee Island, Georgia.

The Contractor may retain confidential copies for its files if so desired.

Where not specifically defined above, the Contractor shall adhere to O.C.G.A. §42-8-108, O.C.G.A. §42-3-3, O.C.G.A. §42-8-106.1 and O.C.G.A. §42-8-109.2 as they relate to record keeping and reports required by Georgia State law.

23. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, board or commission of the State of Georgia, and any others who may have authority, with a quarterly summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.
24. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Court on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.



25. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
26. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Contractor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
27. The Contractor shall supervise all persons assigned to probation by the Court with an average ratio of probationers to staff of no greater than three hundred (300) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by Department of Community Supervision's Adult Misdemeanor Probation Oversight Unit.
28. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
- a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-100;
 - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8-102;
 - c) Has received an initial forty [40] hours orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-102; and
 - d) Has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Contractor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-102.
 - e) Where not specifically defined above, Contractor shall adhere to Georgia Department of Community Supervision Rules 105-2.09 and 105-2.12 related to employee qualifications, initial training and continuing education.
 - f) Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.10 and O.C.G.A. §35-3-34 related to criminal background checks.
29. Under no circumstances shall costs or charges be incurred by the Court or the City of Tybee Island from the Contractor for services rendered to the Court or the City. Under no circumstances shall the Court or the City be invoiced, receive a statement or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.



30. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.
31. Within thirty (30) calendar days of Agreement of termination with the City, the Contractor shall return/turn over to the City of Tybee Island all files, documents, correspondence, papers and databases applicable to the City's Agreement and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the City.
32. Conflicts of Interest: The Contractor shall deliver to the City Clerk an affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the City. The affidavit shall further state that in rendering services to the City that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the City.

During the course of performing services for the City, the Contractor shall disclose immediately to the City, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor's City's, officers, employees, agents or anyone providing services under this Contract. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Contractor's failure to comply with these provisions affords the City the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the City may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the City to pursue damages or other remedies.

The Contractor shall not disclose any data, facts or information concerning services performed for the City or obtained while performing such services, except as authorized by the City in writing, or as may be required by law.

33. Follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the activities and services provided under this Contract.

Section 2: Contractor's Reporting and Data Requirements

The following performance measures are the minimum data and reporting that the City requires tracking progress of the services provided. This information is a minimum and other measures may be requested to be tracked during the term of this Contract.

O.C.G.A. § 42-8-108

GEORGIA CODE
Copyright 2016 by the State of Georgia



All rights reserved.

*** Current through the 2016 Regular Session ***

TITLE 42. PENAL INSTITUTIONS
CHAPTER 8. PROBATION
ARTICLE 6. COUNTY/CITY AND MUNICIPAL PROBATION

O.C.G.A. § 42-8-108 (2016)

§ 42-8-108. Quarterly report to judge and council; records to be open for inspection

Any private corporation, private enterprise, or private agency contracting to provide probation services or any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall provide to the judge who consented to such Agreement and DCS a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as DCS may require. Information reported pursuant to this subsection shall be annually submitted to the governing authority that entered into such Agreement and thereafter be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50. Local governments are encouraged to post electronic copies of the annual report on the local government's website, if such website exists.

Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.13.

Section 3: City's Responsibilities

The City's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items as might be required and are mutually agreed upon in writing.

Section 4: Period of Service

Unless earlier terminated as provided herein, this Agreement shall commence on January 1, 2023, and shall continue in full force and effect until December 31, 2027. In addition to any other rights of termination provided for herein, this Agreement may be terminated at any time, with or without cause, as follows: (a) by the City, in consultation with the Chief Judge, and by the Chief Judge, with the approval of the City, upon thirty (30) days' prior written notice to the Contractor; or (b) by the Contractor, upon ninety (90) days' prior written notice to the City and Chief Judge. Additionally, the Chief Judge may terminate this Agreement immediately for cause, including without limitation: material breach of this Agreement; insolvency of Contractor; or filing a voluntary or

involuntary case in bankruptcy. Within thirty (30) working days of termination, Contractor shall peaceably surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received, less supervision fees validly collected and duly



owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

Section 5: General Conditions

Insurance

The Contractor shall at all times during this Agreement maintain in full force and effect Employer’s Liability, Workers’ Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force with the City of Tybee Island named as an additional insured. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the City of Tybee Island."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer’s Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

Subject to the approval of the City and to the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance.



5.2 Successors and Assigns

The Contractor and City each binds itself and its successors, executors, administrators and assigns in respect to all covenants and conditions of this Agreement. Neither the Contractor nor the City will assign or transfer any interest in the Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the Contractor and the City.

5.3 Modification

This Agreement constitutes the entire understanding between the City and Contractor and may be modified only by a written instrument duly executed by the parties hereto. This Agreement supersedes and replaces in full all previous or current Agreements between the City and the Contractor.

5.4 Compliance with Law

The Contractor shall comply with all requirements and conditions set forth by the Chief Judge of the Municipal Court and shall at all times comply with any rules, regulations and statutes of the State of Georgia, whether currently existing or enacted after the execution of this Contract.

5.5 Miscellaneous

This Agreement is governed by the laws of the State of Georgia.

5.6 Indemnification

Contractor shall indemnify and hold harmless the City and the Court from and against all liability (including cost of defense, settlement, judgment, and reasonable attorneys' fees) resulting from breach by Contractor or resulting from the negligence, willful or tortious acts, omissions, or misconduct of Contractor and its employees, agents, or representatives in the provision of services under this Contract. This indemnification provision shall survive the expiration or termination of this Contract.

Section 6: Standard of Care

In performing its professional services, the Contractor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

Section 7: Venue

Disputes arising out of this Agreement shall be heard in the State or Superior Court of Chatham County, Georgia. The City and Contractor agree that jurisdiction and venue are proper in Chatham County, Georgia, exclusively, and they hereby waive any defenses they may have to improper venue, lack of jurisdiction over their person, and lack of subject matter jurisdiction.

Section 8: Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.



Section 9: Compliance with Georgia Law

This Agreement is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13- 10-91. The City of Tybee Island is in compliance with O.G.C.A. § 13-10-91.

Contractor hereby states that it has complied with the requirements of O.C.G.A. § 13- 10-91, will attest its compliance by completing the affidavit upon request. Contractor acknowledges that it generally and typically will not utilize subcontractors or sub-subcontractors. However, if a sub-Agreement or subcontractor is utilized by Contractor, Contractor shall obtain the employee number category and eligibility verification from all subcontractors and sub- subcontractors and submit the affidavits required by Georgia Law. Contractor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

Section 10: Notice and Service Thereof

All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to Mr. John Prescott, Southeast Corrections, LLC 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 or if deposited in the United States Mail in a sealed, postage, prepaid envelope.

All papers required to be delivered to the Court/City shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Tybee Island, at the office of the City Clerk, 403 Butler Avenue, Tybee Island, Georgia 31328. Any notice to or demand upon the Court/City shall be sufficiently given if delivered to the office of the City Clerk or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the City Clerk or to such other representative of the Court/City or to such other address as the Court/City may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, as the case may be.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.

Municipal Court of the City of Tybee Island

BY: _____
Shirley Sessions
Mayor

BY: _____
Steven E. Scheer
Chief Judge

Attest: _____
Name: _____
Title: _____

[Corporate Seal]

Contractor: **Southeast Corrections, LLC**

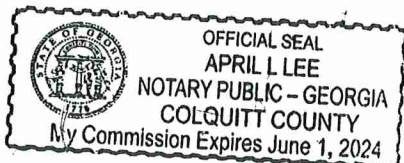
By: John C. Prescott, Jr.
John C. Prescott, Jr., President

Attest: [Signature]
Name: C. [Signature]
Title: Director of Training/Compliance

Signed and Sealed in the presence of

By: [Signature]
Notary Public

My commission expires: 06/01/24





**EXHIBIT A
DETAILED FEES/SERVICES**

FEE SCHEDULE			
ALL AT NO COST TO THE CITY OF TYBEE ISLAND MUNICIPAL COURT			
Service	Period/Unit	Probationer Paid	Cost to Court
Supervision Fee	Monthly (minimum)	\$45.00	\$0.00
Restitution Collection – Disbursement	No Cost	\$0.00	\$0.00
Payment only Cases	Monthly Three-month cap on fees	\$45.00	\$0.00
Intensive Supervision Fee	Monthly	\$50.00	\$0.00
Pre-Trial Diversion Supervision or Pre-Trial Diversion Supervision (At the discretion of the Solicitor)	Monthly One Time	\$45.00 \$45.00	\$0.00
Reinstatement Fee	Per Reinstatement	\$45.00	
Drug Testing (6 Panel) - Lab analysis	Per Test	\$30.00	\$0.00
Drug Testing (6-panel) - On-Site	Per Test	\$30.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
ETG Testing	Per Test	\$50.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$12.00	\$0.00
Electronic Monitoring (mobile) Alcohol only	Per Day	\$12.00	\$0.00
Electronic Monitoring (mobile) Alcohol and GPS	Per Day	\$20.00	\$0.00
Random Alcohol Breath Testing	Per Test	\$5.00	\$0.00
One-time hook-up fee for all EM	One time	\$50.00	\$0.00
New Directions Theft/Shoplifting Life Skills Course (First time offenders – Shoplifting)	One day	\$125.00 (includes workbook)	\$0.00
New Directions Offender Correction Life Skills Course (Poor decisions)	One day	\$125.00 (includes workbook)	\$0.00
Thinking Outside the Box First time offenders - shoplifting, poor decisions (Cognitive-Based Education Program)	One day	\$125.00 (includes workbook)	\$0.00
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00
In-State Transfer Fee	If applicable	No charge	\$0.00
Digital Processing Fee	One time	\$4.00	\$0.00



EXHIBIT B

ELECTRONIC MONITORING SERVICES

CORRECTIONAL SERVICES AGREEMENT BETWEEN SOUTHEAST CORRECTIONS, LLC. (SOUTHEAST CORRECTIONS) AND THE MUNICIPAL COURT OF TYBEE ISLAND

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement.

SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS

Monitoring Services. Southeast Corrections will provide the following monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

Southeast Corrections will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

Southeast Corrections will maintain twenty-four (24) hour, seven (7) days per week management of Probationer data enrolled hereunder.

Southeast Corrections will provide notification of Alert conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section (Standard Monitoring Program Level) herein or as agreed upon in writing by the Court and Southeast Corrections.

Alert Condition and Equipment status information for each Probationer will be documented and maintained by Southeast Corrections.

Notification Options.

Standard Monitoring Program Level. The Standard Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases. At this level of monitoring, the Court determines that next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

Other Notification Levels. Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may desire more immediate notification; Southeast Corrections will increase the level of notification provided appropriate Court personnel can be made available for response. In the absence of written notification procedures to the contrary, the Standard Monitoring Level will apply.

Maintenance. Southeast Corrections shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by the Probationer's negligence or the damage or destruction of the Equipment by parties other than Southeast Corrections. The Court will assist Southeast Corrections in enforcement of this policy.



EQUIPMENT. Southeast Corrections shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.

MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet, PTU, and a central computer system. The Units communicate with the host computer system through the Probationer's standard telephone service or internal cellular phone capability as needed.

System Maintenance. The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The Court will be notified in advance of any such situation.

SOUTHEAST CORRECTIONS expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.

THE COURT'S OBLIGATIONS. The Court shall have the responsibility to: Refer appropriate cases to Southeast Corrections for supervision.

Identify authorized personnel to which Southeast Corrections may report violations.

Provide to Southeast Corrections required Probationer case and curfew information and Court Order.

Identify and make available the Court's staff and/or Equipment (email/cell phone) for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.



EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Whitlock Group, Inc. 3300 Breckinridge Blvd Ste 200 Duluth GA 30096	CONTACT NAME: Peter J Moon PHONE (A/C No, Ext): (678) 906-2008 E-MAIL ADDRESS: pmoon@twgins.net	FAX (A/C No): (855) 906-2012
INSURED Southeast Corrections, LLC 1960 Satellite Blvd, Ste 3000 Duluth GA 30097	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nautilus Insurance Company	NAIC # 17370
	INSURER B: Selective Insurance Co. of South Carolina	19259
	INSURER C: Normandy Insurance Company	13012
	INSURER D: Underwriters at Lloyds, London	
	INSURER E: StarStone Specialty Insurance Co	44776
	INSURER F: Travelers Casualty & Surety Company of America	31194

COVERAGES **CERTIFICATE NUMBER:** CL2263004220 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NN1425177	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2402665	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AN1263497 / 89519F221ALI	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NHGA0122412022	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability - Claims Made Retroactive Date: 9/1/05			SCP2020006327	07/01/2022	07/01/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Court Services, Records and Consulting Office

*Blanket Additional Insured status is provided for those entities requiring it by written contract with the named insured on a primary and non-contributory basis.
 *Personal and Advertising Injury Coverage is included in Professional Liability Coverage.
 *Umbrella/Excess Liability is "following form" policy.

CERTIFICATE HOLDER Municipal Court of Tybee Island 403 Butler Ave. Tybee Island GA 31328	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>H. Gray D. Hilde</i>
--	---

File Attachments for Item:

9. Out of State Travel Request, Tybee Island Fire Department: Capt. Matt Bowen, November 1 - 2, to attend the SC Fire Academy and to use a City vehicle



AGENDA ITEM

CITY COUNCIL MEETING: October 27

Out of state travel using city vehicle for Capt. Matt Bowen, Nov. 1-2, 2022, to Columbia, South Carolina for South Carolina Fire Academy event. All other expenses paid by event.

Approval of Out of state travel using city vehicle for Capt. Matt Bowen, Nov. 1-2, 2022, to Columbia, South Carolina for South Carolina Fire Academy event. All other expenses paid by event.

ATTACHMENTS

[Letter to M Bowen.pdf](#)

October 15, 2022

Matthew Paynter
Emergency Response and Preparedness Manager
1460 Columbia Nitrogen RD
Augusta, Ga 30901

Captain Matt Bowen:

Nutrien is one of the world's largest producers and distributors of potash, nitrogen and phosphate products for agricultural, industrial and feed customers world-wide. Part of our mission is to be the safest company in the world. To achieve this goal, we have Emergency Response Teams located in many of our production facilities. These teams train to respond to fires, hazardous materials, medical, and technical rescue needs.

We are always looking for opportunities to improve our response teams and one way we accomplish this is through our ERT Competition event. Each year teams from across North America and Trinidad, come together to compete in seven different events. To keep this process fair, we recruit subject matter experts from outside our organization, to judge each team. Due to your subject matter knowledge, I am hoping you could participate as a Judge for us this year.

The event dates are November 1-3, 2022. We will be hosting the competition at the South Carolina Fire Academy. While we don't pay judges, we do cover all your expenses. This includes a room at the Hilton Convention Center, transportation expenses and all meals.

Thank you for your consideration to supporting us with this event.

Sincerely,



Matthew Paynter BS NRP

706-564-8118

Matt.paynter@nutrien.com

File Attachments for Item:

10. First Reading: 2022-14, Sec 2-263. Beach Task Force - Disband and Repeal

ORDINANCE NO. 14-2022

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF TYBEE ISLAND, GEORGIA, AND TO DISBAND AND REPEAL
THE EXISTING ORDINANCE SECTION 2-263 ESTABLISHING
THE BEACH TASK FORCE

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, (the “City”) 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 established a Beach Task Force and codified the existence of the Beach Task Force in Section 2-263, and

WHEREAS, the Beach Task Force has served the City for many years and provided valuable input, research, and recommendations relating to those matters addressed in the ordinance establishing the Beach Task Force, and

WHEREAS, circumstances regarding beach management have changed over the years so that the Beach Task Force has completed its tasks with skill and professionalism on behalf of the City, and

WHEREAS, it is further resolved that the City Mayor and Council express their appreciation and gratitude to all current and prior members of the Beach Task Force for their valuable services to the City, its residents and visitors, and

WHEREAS, it is the conclusion of the City Council following the input from the Beach Task Force that the Beach Task Force has served its purposes and should therefore be disbanded and the existing ordinance repealed and removed from the code of ordinances.

NOW THEREFORE, it is hereby ordained by the Mayor and Council duly assembled, that the Code of Ordinances will be amended as follows:

SECTION 1

Section 2-263 shall be repealed in its entirety and the previously existing Beach Task Force be and is hereby dissolved.

SECTION 2

This ordinance need not be codified upon the removal of the current ordinance from the next publication of a supplement by Municode, however a record of the Beach Task Force and this repeal shall be maintained as part of the records of the City.

SECTION 3

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

SECTION 4

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective upon second reading.

ADOPTED THIS ___ DAY OF _____, 2022.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____
SECOND READING: _____
ENACTED: _____

File Attachments for Item:

11. Bubba Hughes: Proposed Ordinance, 2022-15, Hardships Exceptions - FOR DISCUSSION ONLY

ORDINANCE NO. 15-2022

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF TYBEE ISLAND, GEORGIA, SO AS TO ADDRESS SITUATIONS WHERE INDIVIDUALS RESIDE ON PROPERTY AND DUE TO ADVANCED AGE, PHYSICAL INFIRMITIES OR DISABILITIES, MEDICAL RESTRICTIONS AND SIMILAR CONSTRAINTS REQUIRE PROPERTY MODIFICATIONS SUCH THAT RELIEF IS WARRANTED AS AN EXCEPTION TO ORDINARY CODE REQUIREMENTS WHICH DO NOT NECESSARILY AMOUNT TO A “HARDSHIP” TO THE PROPERTY, AS OPPOSED TO THE INDIVIDUAL

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 Council receives requests to authorize relief in the form of a variance from various requirements in the land development code, including setbacks where assistance devices are needed to be installed in the setback or other similar relief methods are required to accommodate limitations upon the owner or occupant’s ability which is limited due to illness, injuries, advanced age, or other circumstances; and

WHEREAS, in order to permit the reasonable beneficial use and enjoyment of property by an individual with continuing physical or other infirmities, an exception to the usual building requirements, such as setback requirements, or similar restrictions is required in order for the owner or occupant to have reasonable beneficial use of the property which is the subject matter of an exception application;

NOW, THEREFORE, it is hereby ordained as follows:

That the Code of Ordinances _____, be amended so as to provide as follows:

SECTION 1

This ordinance creates a process to deal with requests for “exceptions” to zoning and/or other ordinances in circumstances where the owner or an occupant’s physical limitations require

or make appropriate the granting of relief without requiring a hardship to the property so as to justify a variance under other provisions of the Code. The city manager, or his or her designee, following the recommendation by the head of the planning and zoning, or other appropriate department, is authorized to grant or permit exceptions to the extent appropriate to the situation confronting the individual, owner or occupant; however, such an exception shall only be to the extent required from the strict application of any ordinance or building code requirement in order to secure or continue reasonable beneficial use of the property. Issues of accessibility in particular shall authorize such a request and the exception. In the event the city manager, or his or her designee, and/or head of the planning and zoning department denies a request for an exception, or the full extent of a request applied for, the owner or occupant may appeal the decision to the Mayor and Council. A written record of any determination made hereunder shall be made. The exception will expire upon the termination of the issue that necessitated the original exception. Only in cases where structural damage to the main building is likely to occur will structures authorized by the exception be allowed to remain. Exceptions as described herein shall not “run with the land”.

SECTION 2

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

SECTION 3

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 4

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 _____, 2022.

ADOPTED THIS __ DAY OF _____, 2022.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

14. Shawn Gillen: HMGP Excess Funds



AGENDA ITEM

CITY COUNCIL MEETING: October 27

Due to some homeowners opting out of the grant there are excess funds. These funds may be dispersed among eligible grant recipients but may not be used for other purposes. Any funds not dispersed will be returned to FEMA.

Approval of all eligible excess expenses less 15%

ATTACHMENTS

[Dispersal of excess funds grant 1.xlsx](#)

Dispersal of excess funds

Homeowners Not Participating		Eng + Permit	Construction
1	1211 5th Avenue	\$ 8,671.00	\$ 108,700.00
2	136 Lewis Avenue	\$ 7,976.00	\$ 99,700.00
3	1311 5th Avenue - Roberts	\$ 11,752.00	\$ 146,900.00
4	129 Lewis Avenue - Brenner	\$ 12,120.00	\$ 151,500.00
5	1305 Miller Avenue - Losey	\$ 10,432.00	\$ 130,400.00
6	168 S. Campbell Avenue - Kellam	\$ 5,945.00	\$ 74,315.00
7	1409 Jones Avenue - Schumm	\$ 9,832.00	\$ 122,900.00
		\$ 66,728.00	\$ 834,415.00

Homeowners Participating		Eng + Permit	Construction
8	116 Lewis Avenue - Knudsen	\$ 5,195.00	\$ 115,009.00
9	127 Lewis Avenue - Piper (not requesting funds)	\$ -	\$ -
10	134 Lewis Avenue - Banister	\$ 7,744.00	\$ 96,800.00
11	137 Lewis Avenue - Hill	\$ 3,716.00	\$ 104,500.00
12	153 Lewis Avenue - Galloway	\$ 7,312.00	\$ 91,400.00
		\$ 23,967.00	\$ 407,709.00

Total excess funds
\$901,143.00

Total excess eligible expenses less 15%
\$173,076.02

Remaining excess
\$728,066.00

Total

	\$ 117,371.00
	\$ 107,676.00
	\$ 158,652.00
	\$ 163,620.00
	\$ 140,832.00
	\$ 80,260.00
	\$ 132,732.00
	\$ 901,143.00

Total	Total estimate of eligible excess funds per homeowner	Total eligible excess expenses less 15%	Total new budget per homeowner (original + excess funds less 15%)
\$ 120,204.00	\$ 37,294.78	\$31,700.56	\$ 151,904.56
\$ -	\$ -	\$0.00	\$ -
\$ 104,544.00	\$ 62,868.68	\$53,438.38	\$ 157,982.38
\$ 108,216.00	\$ 8,602.00	\$7,311.70	\$ 115,527.70
\$ 98,712.00	\$ 94,853.38	\$80,625.38	\$ 179,337.38
\$ 431,676.00	\$ 203,618.84	\$173,076.02	\$ 635,294.84

excess funds
98

File Attachments for Item:

15. Shawn Gillen: Hotel Motel Water/Sewer Rates



AGENDA ITEM

CITY COUNCIL MEETING: October 27

Hotel/Motels request to be charged a water/sewer rate based on lowest consumption rate.

No change to current rate structure

ATTACHMENTS

[Oct 27 Council Meeting - Hotel Water Rates.pdf](#)



City of Tybee Island

Memorandum

To: Mayor & City Council
From: Jen Amerell, Finance Director *JRA*
Date: October 20, 2022
Re: Water / Sewer Utility Rates

Background

The Water / Sewer Utility Fund is a separate fund that accounts for the delivery of water and sewer services to the property owners on Tybee Island. All activities necessary to provide such services are accounted for in this fund. Unlike the City's general fund, an enterprise fund is a self-supporting government fund that sells goods and services to the public for a fee.

A utility rate is separated into two factors, fixed and variable rates. Fixed costs are incurred regardless of consumption; it is the cost simply allowing a property unit to have the ability to use and dispose of water. The objective of the variable rate is to fund all the costs associated with using the system. Variable rates are based on usage, the more water consumed the more resources used.

Council approved the current water/sewer rate structure in May 2021, with an effective date of September 1, 2021. Revisions to the City's rate structure were necessary to address the needs of failing infrastructure and a depleted fund balance. The budget and five year CIP is built on the current rate structure. The revisions to the rate structure included the following:

1. Reduce and simplify the number of fixed rate classes
2. Eliminate zero charge for usage per unit
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. Replenish fund balance of \$250,000 annually
7. Annual increase to fixed and variable rates beginning with fiscal year 2023 based on 5 year CIP plan and annual budget requirements

Background (continued)

In 2008, the City went through a rate study and restructure to address the needs of the Utility. The rate restructure of 2008, beginning in 2009, created a tiered usage system and established a credit of 3,000 gallons. Prior to 2009 there was no credit for usage, and a rate was charged for all consumption. The intent of the 3,000 gallon credit was to reduce the impact of the rate increase on single family homes, since the average single family home averages around 3,000 gallons of water consumed per month. An adverse effect of how the credit was set-up resulted in hotel/motels and other multi-family units reaping more of the the benefit because the credit was attached to the unit, rather than an address. This resulted in an overall credit of much more than 3,000 gallons per month. Below is an example of multi-unit properties and a 12 month look back analysis of actual gallons used, and the gallons exempt from any usage charge. In many cases, the hotels/motels did not pay any monthly charge for water usage.

Units	Gallons Exempt		Actual Gallons Used	
	Monthly	Annual	Avg Monthly	Annual
16	48,000	576,000	50,000	600,000
1	3,000	36,000	103,083	1,237,000
62	186,000	2,232,000	245,750	2,949,000
32	96,000	1,152,000	88,250	1,059,000
61	183,000	2,196,000	151,917	1,823,000
24	72,000	864,000	71,333	856,000
23	69,000	828,000	48,333	580,000
37	111,000	1,332,000	122,667	1,472,000
8	24,000	288,000	40,917	491,000
204	612,000	7,344,000	132,417	1,589,000
Total Gallons	1,404,000	16,848,000	1,054,667	12,656,000
Monthly Gallons Exempt over Actual Used			349,333	

Request

The City was approached my various owners/managers of the Hotels/Motels on the Islands to adjust the usage rate paid to a flat rate of \$6.40, which is the current rate for consumption of 0-5,000 gallons. It is the belief that the rate of \$6.40 would most closely mimic a scenario in which each room was individually metered for usage. A copy of request is attached.

Conclusion

The City's budget and five year CIP is built on the current rate structure. The estimated annual revenue lost from requested rate would be approximately \$60,000 (loss was calculated based on properties in request, therefore actual loss could be higher). The Water/Sewer budget is conservative, built with the intention of paying for current operating expenses with current operating revenue as well as replenishing a depleted fund balance. The Water/Sewer Utility recently issued \$4 million in debt to fund the various necessary projects on the Island. \$60,000 less in anticipated revenue would be \$60,000 of expenses cut or \$60,000 of annual projects not completed.

Conclusion (continued)

Fiscal year 2022 has not been closed, but FY21 ended with a decrease in Water/Sewer Utility cash of \$1.2 million, a revenue loss of \$75,000 and an ending unrestricted fund balance of \$400,000.

Multi-unit properties have seen the most impact from the current rate restructure specifically due to previously receiving the most benefit of the 3,000 gallon credit. Over the years, millions of gallons were used yet not billed. There is no change to the structure where higher users are charged a higher user rate. This is the same under the current structure as well as how it was under the prior structure. If the City did not establish a credit for water usage, the increase in rates would be less significant, as it will be going forward.

Recommendation

Staff recommends no change to current rate structure and/or utility rates.

Attachments

Example 1 – Summary of City's prior utility rates and current rates

Example 2 – Summary of three bill scenarios for a multiple unit property

Example 3 – Letter to Council from hotel property owners/managers

**EXAMPLE 1
CITY OF TYBEE ISLAND - PRIOR & CURRENT RATE STRUCTURES**

Fixed:	REGULAR SEASON RATES - PRIOR			REGULAR SEASON RATES - CURRENT			PEAK SEASON RATES - CURRENT		
	Water	Sewer	Total	Water	Sewer	Total	Water	Sewer	Total
	\$ 12.69	\$ 29.01	\$ 41.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 8.17	\$ 8.17	\$ 16.34	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 12.69	\$ 29.01	\$ 41.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 12.69	\$ 29.01	\$ 41.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 12.69	\$ 29.01	\$ 41.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 11.15	\$ 25.53	\$ 36.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 11.15	\$ 25.53	\$ 36.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 5.37	\$ 12.94	\$ 18.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -	\$ 15.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 15.00	\$ 30.00	
\$ -	\$ -	\$ -	\$ 15.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 15.00	\$ 30.00	
\$ -	\$ -	\$ -	\$ 7.50	\$ 7.50	\$ 15.00	\$ 7.50	\$ 7.50	\$ 15.00	
\$ -	\$ -	\$ -	\$ 15.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 15.00	\$ 30.00	

Consumption:	REGULAR SEASON RATES - PRIOR			REGULAR SEASON RATES - CURRENT			PEAK SEASON RATES - CURRENT**		
	Water	Sewer	Total	Water	Sewer	Total	Water	Sewer	Total
	\$ -	\$ -	\$ -	NA	NA	NA	NA	NA	NA
\$ NA	\$ NA	\$ NA	\$ 3.20	\$ 3.20	\$ 6.40	\$ 3.20	\$ 3.20	\$ 6.40	
\$ 3.50	\$ 3.50	\$ 7.00	NA	NA	NA	NA	NA	NA	
\$ 3.80	\$ 3.80	\$ 7.60	\$ 3.50	\$ 3.50	\$ 7.00	\$ 3.50	\$ 3.50	\$ 7.00	
\$ 4.09	\$ 4.09	\$ 8.18	NA	NA	NA	NA	NA	NA	
\$ NA	\$ NA	\$ NA	\$ 4.00	\$ 4.00	\$ 8.00	\$ 4.00	\$ 5.00	\$ 10.00	
\$ NA	\$ NA	\$ NA	\$ 4.50	\$ 4.50	\$ 9.00	\$ 5.63	\$ 5.63	\$ 11.26	
\$ 4.38	\$ 4.38	\$ 8.76	\$ 5.15	\$ 5.15	\$ 10.30	\$ 6.44	\$ 6.44	\$ 12.88	

Peak Season:
**25% Premium on consumption over 10,000 gallons for the months June, July, August

Example 2 Multiple Unit Utility Bill

Summary:

To present accurate information comparing rates prior to restructure and after, staff used the following examples and used 3 months actual consumption from a hotel on the island. Please note, the hotel has 37 units. Prior to the rate restructure, the City did not bill for 3,000 gallons per unit which equated to 111,000 unbilled gallons of usage per month.

Bill #1: Water/Sewer bill calculation assuming rates prior to rate restructure in Sept 2021, WITH 3,000 gallon per unit exemption
Bill #2: Water/Sewer bill calculation assuming rates prior to rate restructure in Sept 2021, WITHOUT 3,000 gallon per unit exemption
Bill #3: Water/Sewer bill calculation assuming current rates

	September 2021			March 2022			June 2022		
	Bill #1	Bill #2	Bill #3	Bill #1	Bill #2	Bill #3	Bill #1	Bill #2	Bill #3
# of Units	37	37	37	37	37	37	37	37	37
Gallons Used	114,000	114,000	114,000	101,000	101,000	101,000	176,000	176,000	176,000
Gallons - Used & Not Billed	111,000	-	-	101,000	-	-	111,000	-	-
Gallons - Used & Billed	3,000	114,000	114,000	-	101,000	101,000	65,000	176,000	176,000
Usage									
0 - 3,000 Gallons	-	3,000	NA	-	3,000	NA	-	3,000	NA
0 - 5,000 Gallons	NA	NA	5,000	NA	NA	5,000	NA	NA	5,000
3,000 - 5,000 Gallons	2,000	2,000	NA	-	2,000	NA	2,000	2,000	NA
5,001 - 10,000 Gallons	1,000	5,000	5,000	-	5,000	5,000	5,000	5,000	5,000
10,000 - 20,000 Gallons	-	10,000	NA	-	10,000	NA	10,000	10,000	NA
10,001 - 15,000 Gallons	NA	NA	5,000	NA	NA	5,000	NA	NA	5,000
15,001 - 20,000 Gallons	NA	NA	5,000	NA	NA	5,000	NA	NA	5,000
20,001 Gallons +	-	94,000	94,000	-	81,000	81,000	48,000	156,000	156,000
Total Gallons Billed	3,000	114,000	114,000	-	101,000	101,000	65,000	176,000	176,000
Usage Billed									
0 - 3,000 Gallons	NA	\$ 11	NA	NA	\$ 11	NA	NA	\$ 11	NA
0 - 5,000 Gallons	NA	NA	\$ 32	NA	NA	\$ 32	NA	NA	\$ 32
3,000 - 5,000 Gallons	\$ 14	\$ 14	NA	-	\$ 14	NA	\$ 14	\$ 14	NA
5,001 - 10,000 Gallons	\$ 8	\$ 38	\$ 35	-	\$ 38	\$ 35	\$ 38	\$ 38	\$ 35
10,000 - 20,000 Gallons	\$ -	\$ 82	NA	-	\$ 82	NA	\$ 41	\$ 82	NA
10,001 - 15,000 Gallons	NA	NA	\$ 40	NA	NA	\$ 40	NA	NA	\$ 40
15,001 - 20,000 Gallons	NA	NA	\$ 45	NA	NA	\$ 45	NA	NA	\$ 45
20,001 Gallons +	\$ -	\$ 823	\$ 968	-	\$ 710	\$ 834	\$ 420	\$ 1,367	\$ 2,009
Total Usage Billed	\$ 22	\$ 968	\$ 1,120	-	\$ 854	\$ 986	\$ 513	\$ 1,511	\$ 2,183
% Difference from Current	5077%	16%	-	98530%	16%	-	325%	44%	-
Fixed Billed									
Fixed Rate - Commercial	\$ 625	\$ 625	\$ 555	\$ 625	\$ 625	\$ 555	\$ 625	\$ 625	\$ 555
Total Fixed Billed	\$ 625	\$ 625	\$ 555	\$ 625	\$ 625	\$ 555	\$ 625	\$ 625	\$ 555
% Difference from Current	-11%	-11%	-	-11%	-11%	-	-11%	-11%	-
TOTALS									
Total Usage & Fixed	\$ 647	\$ 1,593	\$ 1,675	\$ 625	\$ 1,479	\$ 1,541	\$ 1,139	\$ 2,136	\$ 2,738
\$ Difference from Current	1,028	82	-	916	62	-	1,599	601	-
% Difference from Current	159%	5%	-	146%	4%	-	140%	28%	-

EXAMPLE 3

5/23/200

To: Mayor Shirley Sessions, Tybee City Council, City Manager Shawn Gillen, et al

On behalf of the undersigned hotel properties on Tybee Island, we are formally requesting consideration be given to the following proposal on the billing of water and sewage for hotel properties on Tybee Island.

Under the new water billing system adopted by the City of Tybee Island in 2021, the hotel properties on the Island saw immediate increases in their water bills exceeding 200% in many cases (see attached). As hotel rooms are not individually metered in the way an individual family home, or many condominiums are set up. As a result, there is no means by which a hotel may avoid falling into the highest rate tier, even if the property implemented water conservation policies and technologies, as many already do. This new system creates a pricing structure in which there is no incentive for implementing these conservation efforts, presumably one of the primary goals of said system. If each hotel room were metered individually, hotel managers could implement these water conservation techniques to reduce usage and see a reduction in their rates, but that is not feasible. Under the prior billing system, hotels were not only charged at a lower standard rate but were also credited with their first 3000 gallons per room not being counted toward their total consumption. These changes come at a particularly poor time for hoteliers who were shut down in 2020 due to COVID, with many having to deplete their reserve savings to survive and now face increasing competition from alternative lodging options that do not have to pass on these increased costs.

We ask that the council consider our request to permanently charge hotel properties at the \$6.40 Tier 1 rate. It is our belief, after discussions with city officials, that this rate would most closely mimic a scenario in which each room was individually metered for usage thus most accurately reflect billing by actual water consumption, the desired outcome. Hotel properties would still be charged for every drop of water they use under this policy, without the former privilege of having 3,000 gallons per room "waived" every month from their consumption. Hotels will still see an increase in their bills to ensure we pay our fair share, just not the unintended and excessive 100-200% increase occurring currently.

We do not anticipate any adverse effects from this policy change relating to the city's bonding authority. Since the city did not anticipate the degree to which the new system would increase the rates for hotel properties, we do not think those increases were factored into the revenue projections by the city. From the municipal perspective, the amounts are miniscule when compared to total water revenues for the city but quite large from the perspective of the individual hotels.

The following hotel property owners/managers have reviewed our proposal and endorsed it:

- Dillon Patel & Akash Patel: Atlantis Inn, Admiral's Inn, Sea & Breeze Hotel, Dunes Inn, Sandcastle Inn
- Preet Patel: Sky Suites
- Corey Jones: Royal Palm Inn
- Greg Stoeffler: DeSoto Beach Hotel Properties, Georgianne Inn & Suites
- Brett Loeher, Hotel Tybee

We thank you for the consideration of our request.