

MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Spec Hosti
Julie Livingston
Monty Parks



CITY MANAGER
Dr. Shawn Gillen

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA SPECIAL MEETING OF TYBEE ISLAND CITY COUNCIL December 26, 2019 at 4:00 PM

Please silence all cell phones during Council Meetings

Consideration of Bids, Contracts, Agreements and Expenditures

1. Approval of the 4th Amendment to the Intergovernmental Contract, Savannah-Georgia Convention Center Authority
2. Waiver of Fees for Tybee Island Maritime Academy, \$9,547.00

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**



Item Attachment Documents:

1. Approval of the 4th Amendment to the Intergovernmental Contract, Savannah-Georgia Convention Center Authority



**FOURTH AMENDMENT TO
INTERGOVERNMENTAL CONTRACT
(City of Tybee Island)**

This Fourth Amendment to Intergovernmental Contract (this “Second Amendment”) is made and entered into as of the _____ day of _____, 2019, to be effective as of _____, 2019, by and between the **SAVANNAH-GEORGIA CONVENTION CENTER AUTHORITY**, a public corporation and instrumentality of the State of Georgia (the “Authority”), and **CITY OF TYBEE ISLAND**, a municipal corporation and a political subdivision of the State of Georgia (the “City”).

WITNESSETH:

WHEREAS, the Authority is the successor to the Georgia International and Maritime Trade Center Authority in all contracts entered into by the Georgia International and Maritime Trade Center Authority which were in existence on July 1, 2019;

WHEREAS, Authority’s predecessor and the City entered into an Intergovernmental Contract dated December 1, 1997, (the “Contract”), providing for the distribution and use of a hotel/motel tax;

WHEREAS, Authority and the City desire to further amend the Contract to extend the term thereof, subject to the terms and conditions herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements and other good and valuable consideration, the parties hereby agree to amend the Contract as follows:

1. Section 1.3 is deleted in its entirety and replaced with the following:

“Section 1.3 Effective Date; Duration of Term. This Contract shall be effective as of the date hereof and shall expire on the earlier of December 31, 2052, or the date on which, following its completion, the Authority will no longer be operated for the purposes authorized by the Act. This Contract may be renewed by agreement of the parties hereto.”

2. The Authority shall be substituted for each and every instance in which the Georgia International and Maritime Trade Center Authority is referenced, the parties acknowledging and consenting that the Authority is the successor in interest to the Georgia International and Maritime Trade Center Authority pursuant to O.C.G.A. § 50-7-55. Accordingly, reference to the “Act” shall refer to Laws 2019, Act 65, § 1.

3. Except as provided in the First, Second, Third and Fourth Amendments, all terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be executed by their duly authorized officers as of the day and year first written above.

**SAVANNAH-GEORGIA CONVENTION
CENTER AUTHORITY**

(Corporate Seal)

By: _____
Chairman

Attest: _____
Secretary

CITY OF TYBEE ISLAND

(Corporate Seal)

By: _____
Mayor

Attest: _____
Clerk

APPROVED AS TO FORM:

Edward M. Hughes, City Attorney

Item Attachment Documents:

2. Waiver of Fees for Tybee Island Maritime Academy, \$9,547.00



During construction on-site restrooms will be provided by contractor
 Construction debris will be disposed by WASTE CONTAINER by means of contractor
 Section 22-169 – When active work ceases on the project for the day a SECURE COVER shall be placed over the dumpster or container so as to prevent trash or construction debris from being blown out.

I understand that I must comply with zoning, erosion control, building, fire, shore protection, and wetland ordinances, FEMA regulations, and all other applicable codes and regulations. I understand a foundation survey and certification letter are required as soon as the foundation is in place to ensure that the setback requirements will be met. I understand an Elevation Certificate – Building Under Construction is required immediately after lowest floor or flood proofing is completed. I realize that an as-built survey, Elevation Certificate – Finished Construction, Breakaway Wall Certification, Recorded Nonconversion Agreement, Energy Code Compliance Certificate, tree mitigation, height certification, drainage certification, and site acceptance by the City will be required. I accept financial responsibility for any expenses the city incurs for third-party engineering services related to this project.

I agree to construct/place all equipment such as air conditioning compressors, ducts, water heaters, furnaces, electrical outlets, etc., at or above the required Design Flood Elevation (Base Flood Elevation + 1-foot).

Projects must demonstrate they are in compliance with the City of Tybee Island Stormwater Management requirements as outlined in Article 16 of the Land Development Code. As part of the approval process, applicants must illustrate how these requirements will be met, including how stormwater naturally flowed on the property prior to any development activity, and what changes in stormwater flow will occur.

A permit normally requires 7 to 10 business days to process.

Signature of applicant: Thomas J. Beylugh, Jr
 Printed name: THOMAS J. Beylugh, Jr

Date: 12.9.19

The following will be completed by City of Tybee Island personnel.

Zoning District R-2 Flood Zone AE BFE 9' DFE 10'

Approved zoning action? _____

Verified street address _____ New Existing
 If new, has it been reported to MPC, CRC, etc.? yes

Number of egresses? _____

Average adjacent grade _____ feet

Drainage and Erosion Control plans approved? _____

Approval	Signature	Date
Building Official	_____	_____
Water/Sewer	_____	_____
Public Works	_____	_____
Fire Chief	_____	_____
Planning & Zoning	<u>CS</u>	<u>12-9-19</u>

	FEES
Permit	<u>647.00</u>
Inspections	<u>235.00</u>
<u>1</u> Water Tap <u>1 1/2"</u>	<u>1,693.00</u>
CC Recovery	<u>2,000.00</u>
<u>1</u> Sewer Stub <u>4"</u>	<u>550.00</u>
Aid to Construction Engineering	<u>4,352.00</u>
Plan deposit refund	_____
TOTAL	<u>9,547.00</u>

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