

**MAYOR**  
Brian West

**CITY COUNCIL**  
Monty Parks Mayor pro tem  
Bill Garbett  
Spec Hosti  
Tony Ploughe  
Nick Sears  
Kathryn Williams



**INTERIM CITY MANAGER**  
Michelle Owens

**CLERK OF COUNCIL**  
Jan LeViner

**CITY ATTORNEY**  
Edward M. Hughes  
Tracy O'Connell

## **CITY OF TYBEE ISLAND**

### **AGENDA**

### **SPECIAL MEETING OF TYBEE ISLAND CITY COUNCIL**

### **June 12, 2024 at 5:30 PM**

*Please silence all cell phones during Council Meetings*

#### Opening Ceremonies

Call to Order  
Pledge of Allegiance

#### Announcements

#### Consideration of Items for Consent Agenda

Citizens to be Heard: Please limit comments to 4 minutes.

#### Consideration of Approval of Consent Agenda

#### Consideration of Contracts and Resolution

1. Contract: Polk and Solomon and Resolution
2. Release and Covenant Not to Sue: Corbin Medeiros

#### Executive Session

Discuss litigation, personnel and real estate

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

#### Adjournment

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

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

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





## THE VISION OF THE CITY OF TYBEE ISLAND

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



## THE MISSION OF THE CITY OF TYBEE ISLAND

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

**File Attachments for Item:**

1. Contract: Polk and Solomon and Resolution

**Agreement of Just and Adequate Compensation to Acquire and Convey Real Property  
Under Threat of Eminent Domain Pursuant to O.C.G.A. § 22-1-9**

**Re:** 25 Tax Parcels On 4.05 Acres (3.50 Upland)  
SW Corner of Solomon and Estill Avenues and Polk Street  
City Of Tybee Island, Chatham County, GA 31328

**Parcel Identification Numbers (PIN): 40021 12008 through 40021 12009,  
40021 12011 through 40021 12012, 40021 10002 through 40021 10010 and  
40021 11002 through 11013**

This Agreement of Just and Adequate Compensation to Acquire and Convey Real Property Under Threat of Eminent Domain Pursuant to O.C.G.A. § 22-1-9 (“Agreement”) is made this \_\_\_\_ day of June 2024, by the **City of Tybee Island** (the “City”) to **Joseph Christiansen** (“Christiansen”) pursuant to O.C.G.A. § 22-1-9.

**WHEREAS**, Christiansen is the owner of certain real property located on Tybee Island, Chatham County, Georgia, as described in Exhibit “A” hereto and being the 25 parcels with the Parcel Identification Numbers (“PIN”) as follows: 40021 12008 through 40021 12009, 40021 12011 through 40021 12012, 40021 10002 through 40021 10010 and 40021 11002 through 11013 (the “Property”):

**WHEREAS**, the City sought to obtain a fee simple interest in the Property through eminent domain pursuant to O.C.G.A. § 22-1-9;

**WHEREAS**, the City initiated negotiations for the acquisition of the Property;

**WHEREAS**, the City pursuant to O.C.G.A. § 22-1-9(2) prior to initiating any negotiations for the Property had the Property appraised by Christopher H. Kennedy, Certified General Real Estate Property Appraiser and Robert E. Driggers, Jr., MAI, CCIM (“City Appraisal”), and pursuant to O.C.G.A. § 22-1-9(2) Christiansen or his designated representatives were given the opportunity to accompany the appraisers during the inspection of the Property;

**WHEREAS**, Christiansen disagreed with the appraised value of the property as estimated in the City Appraisal;

**WHEREAS**, Christiansen obtained a competing appraisal prepared by Paige M. Couper, Certified General Real Estate Property Appraiser and Brina F. Considine, MAI, SRA (“Christiansen Appraisal”); and

**WHEREAS**, the City and Christian have entered into this Agreement in an effort to conclude negotiations and avoid eminent domain proceedings pursuant to O.C.G.A. § 22-1-9;

NOW THEREFORE, the City agrees to acquire and Christiansen agrees to convey the Property subject to the following:

1. **PURCHASE PRICE**

The City shall pay the sum of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) to be paid in certified funds or attorney's trust account check at Closing, less a credit for the earnest money which the Escrow Agent shall disburse at Closing, subject to the terms of the "Title Examination provision of Section 6 below.

2. **EARNEST MONEY**

Within three (3) business days of the full execution of this Agreement, the City will pay to the law firm of Ellis Painter ("Escrow Agent") an earnest money deposit of Twenty Five Thousand Dollars (\$25,000.00) to be held by Escrow Agent in its real estate escrow account and applied or disbursed in accordance with the terms of this Agreement.

3. **CLOSING**

3.1 The Closing shall be held on or before June 27, 2024. The exact time and place of Closing and the Closing Date shall be selected by the City by notice to Christiansen not less than seven (7) days prior to the Closing Date. If no such selection is timely made, the Closing shall be held at 2:00 p.m. on the last possible business date for closing under this Agreement at or through the escrow of the offices of Ellis Painter, 7 E. Congress Street, Savannah, Georgia 31401, Attn: Dana F. Braun, or at such other place as The City and Christiansen may agree upon in writing.

3.2 The City shall pay all closing costs incident to the transaction contemplated herein; provided, however, that Christiansen shall pay his attorney's fees, if any.

4. **SURVEY**

The City may have a new survey prepared of the Property at the City's own expense by a registered land surveyor or civil engineer licensed to do business in the State of Georgia (hereinafter referred to as the "Survey").

5. **CONVEYANCE OF TITLE**

5.1 At the Closing, Christiansen shall convey to the City "good and marketable fee simple title" to the Property by limited warranty deed subject only to taxes not yet due and payable, and the Permitted Exceptions as defined in Section 6-+ below (the "Permitted Exceptions"). "Good and marketable fee simple title" shall be such title as is acceptable to a reasonable purchaser using the Georgia Bar Association "Title Standards," as currently published, as the criteria to marketability of the title required hereby, and is insurable under an owner's policy of title insurance in the amount of the purchase price by a title insurance company acceptable to the City at standard rates and without exception other than the Permitted Exceptions.

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5.2 At the Closing, Christiansen shall execute and deliver a settlement statement and such other documents as the City or its title insurer may reasonably require to effect or complete the transaction contemplated by this Agreement and/or to obtain an owner's (and if applicable, a lender's) policy of title insurance, including but not limited to owner's affidavits, tax affidavits or certificates, gap indemnity agreements and other documents reasonably and customarily required by the title company to induce the title company to issue its policy of title insurance, with extended coverage, to the City, or

required by the settlement agent to close the transaction without tax withholding or with such tax withholding as may be required under applicable law.

6. **TITLE EXAMINATION**

The City shall have until June 20, 2024, to search title to the Property and to furnish Christiansen with a written statement of any title objections disclosed by such search or by the Survey (if the Survey is then available) affecting Christiansen's ability to convey "good and marketable fee simple title," as defined above, or such other matters or objections affecting or relating to the title which are objectionable to the City in its reasonable discretion. Christiansen shall have until the Closing Date to satisfy all title objections, and if Christiansen fails to so satisfy such objections, then, at the option of the City, evidenced by written notice to Christiansen, the City may elect (i) to terminate this Agreement and receive the return of all Earnest Money, or (ii) to close, in which event the City shall receive the deed required herein from Christiansen and shall accept title to the Property subject to any matters not timely objected to by the City or which are timely objected to but are not satisfied or cured by Christiansen prior to Closing (the "Permitted Title Exceptions"). The Closing Date hereof will be adjourned as necessary to comply with this paragraph. Notwithstanding anything to the contrary, however, Permitted Title Exceptions shall not include, and the City shall not have any obligation to object to, any mortgages, security deeds or liens affecting the Property which are dischargeable by the payment of money, and if Closing occurs, all of the same shall be paid in full at Closing out of the purchase price to fully discharge, cancel and release the Property from the same.

7. **PRORATIONS**

At the Closing, water and sewer charges and assessments of any kind on the Property for the year of the Closing shall be prorated between The City and Christiansen as of midnight of the day prior to Closing. All property taxes owed prior to 2024 shall be paid by Christiansen to the County prior to closing.

The first installment tax bill issued by Chatham County for the Property for tax year 2024 has not been paid and shall not be paid prior to Closing and shall be paid from the Closing proceeds subject to the terms of this Section 7.

The Chatham County Board of Assessors determined that the fair market value or appraised value of the Property for 2023 was \$7,181,600 with an assessed value of \$2,872,640. The 2023 valuation of the property is currently under appeal in the Superior Court of Chatham County in the matter of *Joseph Christiansen v. Chatham County Board of Assessors*, SPCV24-00333-WA ("Tax Appeal"). If the Tax Appeal is not settled or final judgment entered prior to Closing then in that event, property taxes for 2024 shall be prorated based upon an appraised value of \$7,181,600 (assessed value of \$2,872,640); however, the Closing Agent shall not disburse payment to the Chatham County Tax Commissioner for any 2024 property taxes until such time as the appraised and assessed values for 2024 have been determined as the result of Tax Appeal. Given that Christiansen is the current owner of the Property and was the owner as of the date of valuation, January 1, 2023, Christiansen shall continue to prosecute the Tax Appeal and use his best efforts to settle the appeal or litigate the appeal to a final appraised value of \$2,400,000 or less. Christiansen shall include the City Attorney in all settlement communication with the County. However, Christiansen shall retain all rights and authority to unilaterally settle the tax appeal. Christiansen and the City shall be responsible for their own legal fees associated with these efforts.

If prior to Closing Christiansen settles the Tax Appeal or final judgment is entered at an appraised value of less than \$7,181,600 (less than \$2,872,640 assessed value) then in that event, Christiansen shall be entitled to all tax refunds issued by the Chatham County Tax Commissioner for all years prior to 2024

and all property taxes for 2024 will be prorated at Closing and paid from Closing based upon the settled amount or final judgment amount of the Tax Appeal.

If the Tax Appeal is not settled or final judgment not entered until after Closing and the settlement amount or final judgment is less than an appraised value of \$7,181,600 (less than \$2,872,640 assessed value) then in that event Christiansen shall be entitled to all tax refunds issued by the Chatham County Tax Commissioner for all years prior to 2024 and all property taxes for 2024 will be prorated as of the date of Closing and the Closing Agent shall remit full payment of 2024 taxes to the Chatham County Tax Commissioner and issue payment to Christensen and the City for the differences between the prorated taxes collected at Closing and the respective prorated amount of the payment to the Tax Commissioner.

In other words, if the final appraised value for the Property has not been determined in the Tax Appeal prior to Closing, the taxes shall be prorated for 2024 based upon the 2023 value being appealed, but no payment made to Tax Commissioner until the Tax Appeal is final. If the 2024 appraised value as result of the Tax Appeal is less than \$7,181,600, then the tax bill for 2024 shall be paid from the funds collected at Closing and both Christensen and the City will be refunded their portion of the excess amount of funds prorated at Closing.

The provisions of this Section shall survive closing and not merge with delivery of the deed.

8. **NOTICES**

8.1 All notices, demands, and deliveries of surveys and any and all other communications that may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail, return receipt requested, or by e-mail to the addresses set out below or at such other address as specified by written notice and delivered in accordance herewith:

CHRISTIANSEN: Joseph Christiansen  
c/o William Christiansen  
9975 Ferguson Avenue  
Savannah, GA 31406  
Email: [williamchris92@gmail.com](mailto:williamchris92@gmail.com)

With a copy to: Mathew M. McCoy, Esq.  
McCorkle, Johnson & McCoy, LLP  
319 Tattnall Street  
Savannah, GA 31401  
Email: [mmm@mccorklejohnson.com](mailto:mmm@mccorklejohnson.com)

THE CITY: Michelle Owens  
Interim City Manager  
403 Butler Avenue  
Tybee Island, GA 31328  
E-mail: [mowens@cityoftybee.gov](mailto:mowens@cityoftybee.gov)

With a copy to: Edward M. Hughes, Esq.  
City Attorney  
P.O. Box 9946



Savannah, GA 31412  
E-mail: [bhughes@ellispainter.com](mailto:bhughes@ellispainter.com)

ESCROW AGENT: Ellis Painter  
Attn: Dana F. Braun  
7 E. Congress Street, 2<sup>nd</sup> Floor  
Savannah, Georgia 31401  
E-mail: [dbraun@ellispainter.com](mailto:dbraun@ellispainter.com)

For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, or upon acknowledgement of receipt or actual receipt if made by e-mail, shall be deemed the date of any notice, demand or delivery. Rejection or other refusal to accept or acknowledge or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice, demand or delivery. By giving at least three (3) days prior written notice thereof to all other parties hereto, a party hereto may from time to time and at any time change its mailing address hereunder.

## 9. CHRISTIANSSEN'S AGREEMENTS

9.1 No Conveyances. From and after the date of delivery of this Agreement to Christensen if executed by him, to the date and time of Closing, Christiansen shall not, without the prior written consent of the City, convey any portion of the Property or any rights therein, nor enter into any conveyance, lease, security document, easement, contract or agreement granting to any person or entity any rights with respect to the Property or any part thereof, or any interest whatsoever therein, or any option thereto, and any such conveyance or other agreement entered into in violation of this shall be null and void and of no force or effect. Nothing contained herein shall prevent Christiansen from entering into back up sales contract(s) for the Property.

9.2 Christiansen Warranties. Upon execution of this Agreement, Christiansen warrants, represents and agrees that: (a) Christiansen is the sole owner of the Property, and except for the City, there are no persons or entities other than Christiansen in possession of the Property or to whom Christiansen has granted any right to use, possess or occupy any part of the Property, whether under a lease, license or other arrangements; (b) no assessments have been made against the Property which are unpaid (except ad valorem taxes for the current year not yet due and payable), whether or not they have become liens; and (c) less an except the Tax Appeal and the threatened eminent domain proceedings by the City there is no pending, or to Christiansen's knowledge threatened, litigation, eminent domain, condemnation or similar proceedings concerning the Property.

9.3 No Other Representations and Warranties. Except as provided for in this Agreement, the exhibits or schedules attached hereto or incorporated herein by reference, or any document delivered by Christiansen at Closing, Christiansen has not made, and The City agrees that Christiansen has not made, any express or implied warranties or representations concerning the Property.

## 10. DEFAULT

10.1 *The City's Default.* In the event of default by the City in complying with the terms of this Agreement, which event of default is not cured on or before the expiration of five days after the City's receipt of written notice of default from Christiansen, the Earnest Money shall be paid to Christiansen as full liquidated damages for such failure to close and as Christiansen's sole remedy. It is hereby agreed that Christiansen's damages in the event of a default by the City hereunder are uncertain and impossible to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages pursuant to applicable Georgia law, the parties



acknowledging the difficulty of ascertaining Christiansen's damages in such circumstances, whereupon neither party hereto shall have any further rights, claims or liabilities under this Agreement, except for the provisions which are made to survive the termination of this Agreement.

10.2 *Christiansen's Default.* In the event of default by Christiansen after acceptance of the terms of this Agreement, which event of default is not cured on or before the expiration of five days after Christiansen's receipt of written notice of default from the City, then the Earnest Money shall be refunded promptly to the City, and the City shall have all rights and remedies available at law or in equity for Christiansen's breach, including, but not limited to, the right to seek specific performance of this Agreement.

10.3 *Attorneys Fees.* In any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other party such attorneys' fees, incurred by such party in such action or proceeding as the court may find to be reasonable.

## 11. POSSESSION

At Closing, Christiansen shall deliver sole possession of the Property to the City free of any leases, licenses or the right of any person or entity to possess or occupy the Property.

## 12. MISCELLANEOUS

12.1 This Agreement shall be construed and interpreted under the laws of the State of Georgia.

12.2 No failure of the City or Christiansen to exercise any power given either party hereunder or to insist upon strict compliance by either party of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Any condition or right of termination or rescission granted by this Agreement to either The City or Christiansen may be waived in writing by the party for whose benefit such condition or right was granted.

12.3 Time is of the essence in complying with the terms and conditions of this Agreement. All of the covenants, warranties, representations and Agreements in this contract shall survive Closing and shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

12.4 This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and no representations, inducements, promises or Agreements, oral or otherwise, between parties and not expressly stated herein, shall be of any force or effect.

12.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and permitted assigns. This Agreement may be executed in any number of identical counterparts, each of which may be executed and then delivered by facsimile or email transmission, in which case an executed counterpart so delivered shall have the force and effect of an executed original for all purposes.

12.6 Except as otherwise expressly provided for in this Agreement, any amendment to this Agreement shall not be binding upon the City or upon Christiansen unless such amendment is in writing duly executed by both the City and Christiansen. The Escrow Agent need not be a party to amendments to this Agreement, provided such amendments do not materially affect or impair their rights or duties hereunder.

13. ESCROW AGENT

13.1 Escrow Agent has executed this Agreement for the purpose of acknowledging receipt of the Earnest Money and agreeing to hold and disburse the Earnest Money pursuant to the terms of the Agreement.

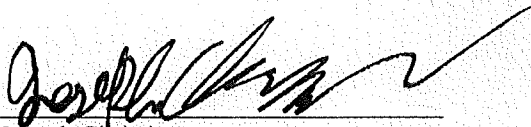
13.2 In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or breach of trust, and it shall accordingly not incur any such liability with respect (i) to any action taken or omitted in good faith upon advice of its counsel, (ii) to any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Agreement, or (iii) to the failure of the financial institution with which the Earnest Money is deposited. The Escrow Agent is hereby specifically authorized to refuse to act except upon the written consent of Christiansen and the City. Christiansen and the City, to the extent authorized by law, hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance or the performance of its duties hereunder, including any litigation arising from this Agreement or involving the subject matter hereof. In the event of a dispute between Christiansen and the City sufficient in the discretion of the Escrow Agent to justify its doing so, the Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands under this Agreement, together with such legal pleading as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement. Any such legal action may be brought in such court as the Escrow Agent shall determine to have jurisdiction thereof, including but not limited to a state or federal court in Chatham County, Georgia. Christiansen and the City shall bear all costs and expenses of any such legal proceedings.

IN WITNESS WHEREOF, the City and Christiansen have caused this instrument to be executed under seal as of the day and year first above written.

CITY OF TYBEE ISLAND

\_\_\_\_\_  
Brian West, Mayor

Execution Date: June \_\_\_\_\_, 2024

  
\_\_\_\_\_  
Joseph Christiansen

Execution Date: June 4, 2024

**ACKNOWLEDGMENT OF ESCROW AGENT**

The undersigned Escrow Agent hereby acknowledges receipt of a fully executed copy of the above and foregoing Agreement, together with the Earnest Money provided for therein, and agrees to hold and make payment of such Earnest Money in accordance with the provisions of the above and foregoing Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ESCROW AGENT:**

Ellis Painter

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

Dana F. Braun

Title: Partner

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

All those certain lots, tracts or parcels of land situate, lying and being on the Island of Great Tybee, in Chatham County, Georgia, and known and designated on the map of the Town of Tybee Island (Formerly known as Savannah Beach), Georgia, recorded in Map Book 2, Page 8 and 9, and on Plat of Leigh Gignilliat dated February 16, 1969, recorded in Plat Record Book T, Folio 70 and Book 52, Pages 33-34, all references being to the records of Chatham County, Georgia, as: Lot One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block Nine (9), Bay Ward, lying contiguous and as a whole being bounded on the North by Estill Avenue, on the East by Polk Street, on the South by Telephone Avenue, and on the West by Storer Street; and Lots Six (6), Seven (7), Eight (8), and Nine (9), in Block Ten (10), Bay Ward, lying contiguous and being bounded on the North by Estill Avenue, on the East by Storer Street, on the South by the Old Central of Georgia right-of-way, and on the West by Lot Five (5), said Block and Ward; and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), in Block Eleven (11), Bay Ward, lying contiguous and as a whole-being bounded on the North by Telephone Avenue, on the East by Polk Street, on the South by the Old Central of Georgia right-of-way, and on the West by Storer Street; being part of that property described in instruments recorded in Deed Book 6-E-94 and 6-C-297 of the Records of Chatham County, Georgia and being the same property conveyed to Savannah Electric and Power Company by Tybee Beach Company by Warranty Deed dated February 27, 1969, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia in Deed Book 95-M, Folio 101.

Also, all right, title interest, claim and demand the party of the first part may have in and to those portions of street abutting afore-described lots, to wit: Storer Street, Polk Street, Live Oak Avenue, Solomon Avenue, R&R Right-of-way, and Telephone Avenue.

**RESOLUTION NUMBER \_\_\_\_\_**

**RESOLUTION FOR THE AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE PURCHASE OF REAL ESTATE AND FOR THE MAYOR AND CLERK OF COUNCIL TO EXECUTE ALL DOCUMENTS NECESSARY TO ACQUIRE THE REAL ESTATE IN QUESTION**

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 or resolutions 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 a resolution under its police and home rule powers; and

WHEREAS, the City has done extensive investigation and negotiation regarding the property which is the subject matter of this resolution and in fact had initiated eminent domain proceedings and would initiate additional proceedings absent an agreement for the purchase and sale of the property which has now been achieved;

NOW THEREFORE, be it resolved by the City of Tybee Island in a duly assembled in open meeting that the Mayor, Clerk of Council, and City Attorney are authorized to execute the contract for purchase of the property identified therein and be it further resolved that in addition to the contract the Mayor, Clerk of Council, and City Attorney are hereby authorized to execute and approve the appropriate documents in connection with the Closing of the transaction contemplated by the contract of purchase included in the agenda for the meeting of June 12, 2024.

BE IT SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_ 2024.

CITY OF TYBEE ISLAND, GEORGIA

By: \_\_\_\_\_  
Brian West, Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk of Council





**File Attachments for Item:**

2. Release and Covenant Not to Sue: Corbin Medeiros

## RELEASE AND COVENANT NOT TO SUE

This RELEASE AND COVENANT NOT TO SUE (“Release”) is entered into by Corbin Medeiros (hereafter “Mr. Medeiros”) of Chatham County, Georgia.

In consideration of the Settlement Benefits and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Mr. Medeiros agrees as follows:

### I. Definitions

For purposes of this Release, the following Definitions will apply:

A. Effective Date. The “Effective Date” is the eighth day after this Release is signed.

B. Released Parties. The “Released Parties” are the City of Tybee Island, Georgia (the “City”), Georgia Interlocal Risk Management Agency, Gallagher Bassett Services, Inc., the City’s present and former Mayors and Council members, and with regard to all of the foregoing, their current and former employees, insurers, agents, attorneys, predecessors, successors, heirs, executors, administrators, representatives, and assigns.

C. Releasing Parties. The “Releasing Parties” are Mr. Medeiros and his heirs, executors, attorneys, administrators, representatives, agents, successors and assigns, and anyone claiming through them.

### II. Terms

A. Settlement Benefits. In consideration for Mr. Medeiros’s execution of this Release and the release of claims as set forth below, the City will provide or cause to be provided the following amounts (the “Settlement Benefits”): the sum of Thirty-Five Thousand Dollars (\$35,000.00), of which \$10 shall be deemed to settle any claims Mr. Medeiros may have under the Age Discrimination in Employment Act and/or the Older Workers Benefit Protection Act. The Settlement Benefits shall be issued in a check made payable to “Corbin Medeiros and his attorney, The Law Offices of Joseph J. Steffen, Jr.” The Settlement Benefits made shall be considered as payment for compensatory damages and attorney’s fees and expenses, and not as payment for lost wages. The Settlement Benefits shall be paid no later than twenty-one (21) days after approval of the settlement by the City and the Release is executed and returned to counsel for the Released Parties, though payment shall not be due if the Release has been timely revoked by Mr. Medeiros. Counsel for Mr. Medeiros agrees to hold the Settlement Benefits in his firm’s trust account until after Mr. Medeiros and/or his counsel have taken action with the EEOC and caused the dismissal of EEOC Charge of Discrimination, Charge No. 415-2024-00913.

B. Not Otherwise Entitled. The Releasing Parties are entitled to no other payments or other consideration from the Released Parties with regard to the Released Claims (as hereinafter defined) other than as may be contained in this Release.

C. Acknowledgments. Mr. Medeiros acknowledges that he has read and understood this Release, and he specifically acknowledges the following:

(1) That Mr. Medeiros has been represented in this matter by an attorney, and Mr. Medeiros had the opportunity to consult with an attorney, before signing this Release; and

(2) That, by signing this Release, Mr. Medeiros is not waiving or releasing any claims based on actions or omissions that occur after the Effective Date of this Release.

D. Release. In exchange for the Settlement Payments described in Paragraph II.A. above, the Releasing Parties fully and finally release and discharge the Released Parties from any and all claims of any nature, known and unknown, which the Releasing Parties have or may have arising out of or in connection with Mr. Medeiros's employment through the Effective Date of this Release, including any claims which were or which could have been raised in EEOC Charge of Discrimination Charge No. 415-2024-00913, except for claims under the Fair Labor Standards Act (the "Released Claims"). Mr. Medeiros and/or his counsel agree to seek promptly the dismissal of Mr. Medeiros' Charge of Discrimination filed with the EEOC, EEOC Charge No. 415-2024-00913.

The Released Claims include, but are not limited to, claims, charges, actions, causes of action, demands, rights, damages, debts, contracts, claims for costs or attorney's fees, expenses, compensation, punitive damages, and losses, demands, and damages from the beginning of time through the Effective Date of this Release. Without limiting the generality of the foregoing, the Releasing Parties release and discharge Released Parties from Released Claims pertaining to federal, state, or local statutes, ordinances or common laws, including but not limited to O.C.G.A. § 45-1-4 and the Georgia Whistleblower Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended by subsequent congressional legislation including, without limitation, the Civil Rights Act of 1991; 42 U.S.C. § 1983; any claim for denial of Equal Protection or Due Process asserted per the Fourteenth Amendment to the U.S. Constitution; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 623, *et seq.*; the Older Workers Benefit Protection Act ("OWBPA"), 29 U.S.C. § 626(f); or claims for whistleblowing, wrongful discharge, discrimination, retaliation, harassment, breach of contract, intentional or negligent infliction of emotional distress, and/or defamation.

Mr. Medeiros is advised to consult with an attorney prior to executing the Release. Mr. Medeiros acknowledges that he is being given at least twenty-one (21) days within which to consider the Release. For a period of seven (7) days following his execution of this Release, Mr. Medeiros has the right to revoke the Release, and the Release shall not become effective or enforceable until the revocation period has expired.

E. Covenant Not to Sue. The Releasing Parties covenant and agree that they will

forever refrain and forebear from directly or indirectly, on their own behalf, derivatively, or on behalf of a class, commencing, instituting, or prosecuting any lawsuit, action, appeal, or other proceeding against any or all of the Released Parties, based on, arising out of, related to or connected with any of the Released Claims. Mr. Medeiros denies that there exists any maintainable derivative claim. If any of the Releasing Parties breach this covenant not to sue, the Releasing Parties agree to pay all of the costs and attorney's fees actually incurred by Released Parties in defending against such claims, demands or causes of action, together with such and further damages as may result, directly or indirectly, from that breach, except that this sentence shall not apply to a challenge of the validity of the Release with respect to a claim under the Age Discrimination in Employment Act ("ADEA"). This Release shall constitute a complete and absolute defense to any such legal action brought in violation of this paragraph.

F. Non-Admission of Liability. This Release is made in settlement of contested and disputed claims and does not constitute an admission of liability on the part of the Released Parties as to any matter whatsoever. The Released Parties specifically deny any wrongful conduct of any kind toward any of the Releasing Parties.

G. Taxation. The Released Parties have not made any determination whether any payment described herein is or is not taxable under federal, state or local law. The Released Parties shall not be responsible for any tax consequences of any payment(s) or forbearance(s) made pursuant to this Release. In the event any of the Released Parties are required to pay taxes or Social Security, or fines or assessments, because of any of the Releasing Parties' non-payment of taxes on any amounts paid under this Release, the Releasing Parties agree to indemnify and hold harmless the Released Parties for any such amounts.

H. Entire Agreement. This Release contains the entire agreement of the parties as to the matters contained herein and may not be changed without the written consent of Mr. Medeiros and the Released Parties. No oral evidence shall be admissible to alter or vary the terms and provisions hereof.

I. Assignment. The Releasing Parties hereby represent and warrant that they have not heretofore assigned, transferred, or hypothecated or purported to assign, transfer or hypothecate to any person or entity any claim or matter herein released, disclaimed, discharged, or terminated. In the event of such assignment, transfer, or hypothecation of any claims or other matter herein released, discharged, terminated, or disclaimed, the Releasing Parties agree to indemnify and to hold harmless the Released Parties from and against any liability or loss, and for any cost, expense or judgment or settlement arising out of a revocation by, or arising in connection with any such assignment, transfer or hypothecation. The provisions of this Release shall inure to the benefit of and be binding on any successor in interest of the Released Parties.

J. Employment End, Confidentiality, and Neutral Reference. Mr. Medeiros's employment with the City has ended. Mr. Medeiros agrees not to apply for employment with the City, and any application for employment submitted in contradiction to this paragraph shall be deemed a legal nullity. The Releasing Parties agree to hold the terms of this settlement

confidential, except as may be required to be disclosed to the EEOC, to Mr. Medeiros' tax preparers, or to the IRS. The parties acknowledge that the City is subject to the Georgia Open Records Act and the Georgia Open Meetings Act. Requests for references should be directed to the City's HR Director, who will provide in response to such a request for a reference only the dates of employment with the City and the last pay rate (if requested).

K. Waiver. The waiver by any of the Released Parties of a breach of any provision of this Release shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

L. Governing Law. This Release shall be governed by the Laws of the State of Georgia and shall be construed in accordance therewith.

M. Severability. In the event any provision of this Release should be held to be unenforceable, each and all of the other provisions of this Release shall remain in full force and effect.

N. Counterparts. This Release may be executed in multiple originals. A copy of this Release shall have the same import as an original.

my IN WITNESS WHEREOF, Mr. Medeiros sets his hand and seal this 30<sup>th</sup> day of May, 2024.

Sworn to and subscribed before me  
this 30<sup>th</sup> day of May, 2024.

Carolina Gomez  
NOTARY PUBLIC  
My commission expires: May 23, 2026

Corbin Medeiros (L.S.)  
CORBIN MEDEIROS

