

MAYOR

Jason Buelterman

CITY COUNCIL

Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



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
April 11, 2019 at 6:30 PM

Please silence all cell phones during Council Meetings

Consideration of Items for Consent Agenda 6:30PM

Executive Session

Opening Ceremonies

Call to Order
Invocation
Pledge of Allegiance

Recognitions and Proclamations

1. Cathy Sakas, Beach Task Force
2. Major Joel Fobes, New Officer, Korra Jaglinski

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

3. City Council Minutes, March 28, 2019

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

4. Ava Thomas, Tybee Island Youth Council

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

5. Jenny Rutherford, Beach Equipment Rental

Consideration of Approval of Consent Agenda

Public Hearings

6. TEXT AMENDMENT: SEC.5-090 VARIANCES (B) HEIGHT-TEXT ADDITION/CHANGE

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



7. PLANNING COMMISSION MINUTES

Consideration of Bids, Contracts, Agreements and Expenditures

8. Mack Kitchens, C. Rader, Naylor Avenue
9. Contract, Korkat, Jaycee Playground shade system. \$75,663.84 and surface is \$94,715.50. Budget Line Item: 322.6210.54.1100
10. GA Power, Contract, License Plate Reader
11. Brent Watts, Additional structure at 15 Meddin

Council, Officials and City Attorney Considerations and Comments

12. Bubba Hughes, Boundary Agreement, Moore and Solomon
13. Bubba Hughes: Amended Structure Improvement, Meddin Drive. No change in Plat

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."

Item Attachment Documents:

3. City Council Minutes, March 28, 2019

City Council Synopsis, March 28, 2019

Consideration of Items for Consent Agenda

Mayor pro tem Brown called the consent agenda to order at 6:30PM on March 28, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; George Shaw, Director, Community Development; and Janet LeViner, Clerk of Council. Mayor Buelterman was traveling.

Mayor pro tem Brown listed the following items on the consent agenda:

- Minutes, City Council Meeting, March 14, 2019
- Jan LeViner, Out-of-State Travel, Oak Ridge, TN, Athenian Leadership Society Dialogue, IIMC Certification, April 4 - 5, 2019
- Falcon Fireworks Contract
- Contract, Penn Credit Corporation, Court Collections. **Discussion: Mr. Hughes** requested contract be approved subject to contract approval by Staff.
- To request the City Council approve a change order to the contract with Metalcraft for \$3,840 to remove and dispose of the existing gutter and downspouts on the gymnasium roof.

Julie Livingston made a motion to adjourn to Executive Session to discuss real estate. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

Wanda Doyle made a motion to return to Regular Session. **Monty Parks** seconded. Vote was unanimous to approve.

Mayor pro tem Brown called the regular meeting to order at 7:00PM. All those present for the consent agenda were present.

Opening Ceremonies

- Call to Order
- Presentation of Colors and Pledge of Allegiance, American Legion Post 154
- Invocation: Jan LeViner, Clerk

Cathy Sakas, Beach Task Force was not present. **Will come back before Mayor and Council.**

Ava Thomas, Tybee Island Youth Council was not present. **Will come back before Mayor and Council.**

Wanda Doyle made a motion to approve the consent agenda. **Monty Parks** seconded. Vote was unanimous, 6-0.

Consideration of Bids, Contracts, Agreements and Expenditures

Mack Kitchens, C. Rader, Naylor Avenue, was not in attendance. **To come back before Mayor and Council.**

Georgia Power Company Distributed Generation Agreement. **To come back before Mayor and Council.**

Consideration of Ordinances, Resolutions

Second Reading, 2019-05, Sec 22-110 and 22-112, Noise. **Wanda Doyle** made a motion to approve. **Shirley Sessions** seconded. Vote was unanimous to approve, 5-0.

Second Reading, 2019-02, Sec 42-66, Fireworks. **Wanda Doyle** made a motion to approve. **John Branigin** seconded. Vote was unanimous to approve, 5-0.

Council, Officials and City Attorney Considerations and Comments

Bubba Hughes asked the **Consideration of potential conveyance of portion of right-of-way at 1 Moore Avenue** be heard next month. He and the petitioner's attorney are trying to arrive at an agreement for a Boundary Line Agreement.

Wanda Doyle recommended Mayor and Council come to a census regarding moving forward with obtaining a design for the restrooms for **Jaycee Park**. She recommended asking the City Manager proceed with the design for smaller bathrooms than Memorial Park to include storage and a concession area as Jaycee Park is a core for sports and other activities. This would be included in the Capital Improvement Plan for the upcoming budget. Mr. Parks confirmed moving forward as well as Council. Ms. Doyle gave example of the team sports that utilize the Park as well as activities the Tybee Island YMCA have. Recommendation is to have the City Manager move forward with obtaining drawings and a plan for the storage and concession area.

Monty Parks made reference to the **turtle statue** at the east entrance of Memorial Park which was damaged. DPW removed the statue and took to the Tybee Arts Association where it has been housed for approximately two years. The Tybee Arts Association has requested they have permission to fix the statue at their expense and place in Jaycee Park. Mayor and Council confirmed.

Mayor pro tem Brown recommended the **Beach Ambassador Program** been disbanded and removed from the budget. **Shirley Sessions** made a motion to disband the Beach Ambassador Program. **Wanda Doyle** seconded for discussion. **Discussion: Monty Parks** made a proposal for consideration to possibly keep the Program as involvement with a recycling program and to maximize what we get from the beach. He has been in contact with volunteer groups to include Tim Arnold and they feel staffing can be done at the crossovers and effectively increase what we get off the beach through volunteer efforts. This will effectively replace the Beach Ambassadors need. Mr. Parks requested the hiring of two DPW staff to work with the recycling program to ensure its success. Mayor pro tem Brown stated they could be cross-trained for other positions within DPW. Dr. Gillen confirmed. He asked for clarification of the status of the potential two staff members as to seasonal or permanent. Mr. Parks responded one permanent and one have the title of Recycling Coordinator. He also stated he will agree with disbanding the Beach Ambassador Program if he can have support for the recycling. Mr. Branigin stated he feels the Beach Ambassador Program can have value but there are issues that need to be corrected. He expressed his concerns with there being no presence at the 16th Street crossover to alert beach goers of the lack of beach at high tide. Mr. Branigin stated there needs to be a good plan in place to revamp the Beach Ambassadors and would suggest all Ambassadors have a training session so there is one message. Also, a member of the Tybee Island Police Department needs to be part of the training so the Ambassadors are not sending a mixed message. If this is the case he will support the Program. Ms. Doyle asked Dr. Gillen his plans for the future of the Beach Ambassador Program. Dr. Gillen responded he did hire a replacement for the Coordinator of the Program. Ms. Sessions recommended having a clear job description to include a pay scale for the position. Dr. Gillen concurred. He also stated there will be further signage to alert beach goers on beach rules. Ms. Sessions asked Mr. Parks if his recycling program would be very specific to educate beach

goers and residents on recycling. Mr. Parks confirmed and stated the recycling program is broken on Tybee and he would like to develop and plan. Mayor pro tem Brown stated the staff of DPW would be a greater benefit to the beach than the Beach Ambassadors. Mr. Parks stated his greatest concern is the zero amount of recyclables that are coming off the beach currently. Mayor pro tem Brown concurred. Ms. Livingston asked for clarification of the motion. Mr. Parks stated his amendment to the motion would be to disband the Beach Ambassador Program and add two DPW full time employees to be brought on to encourage and build the recycle program. Ms. Livingston stated it is her understanding the motion would be to morph the Beach Ambassador Program into two DPW employees. Mr. Parks stated his amendment to the motion would be to "take the funds and personnel that would have been dedicated to the Beach Ambassador, 2 people, morph them into DPW and focus on recycling". Dr. Gillen stated new job descriptions will be done and the employees would be full time employees. Ms. Doyle asked the Clerk to restate the motion to include the amendment. Ms. LeViner stated "***Shirley Sessions made a motion to disband the Beach Ambassador Program. Wanda Doyle seconded the motion for discussion. Mr. Parks recommended an amendment to the motion which Ms. Sessions has accepted that the Beach Ambassador Program will be morphed into a recycling program to include two full time DPW employees that will focus on recycling***". Ms. Doyle accepted the amendment to the motion. Motion was unanimous to approve, 5-0.

Monty Parks made a motion to adjourn. **John Branigin** seconded. Vote was unanimous, 6-0.

Meeting adjourned at 7:25PM.

Janet R. LeViner, CMC
Clerk

Item Attachment Documents:

6. TEXT AMENDMENT: SEC.5-090 VARIANCES (B) HEIGHT-TEXT ADDITION/CHANGE

MAYOR
Jason Buelterman

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



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

City Council Agenda Item Request

Agenda Item Requests must be submitted to the Clerk of Council by noon on Wednesday a week prior to the scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda. There is a three minute limit for all visitors.

Council Meeting Date for Request: 04/11/2019

Item: TEXT AMENDMENT

Explanation: SEC. 5-090. VARIANCES. (B) HEIGHT – TEXT ADDITION/CHANGE.

Paper Work: YES Attached
 Audio/Video Presentation*

- **If applicable, a copy of the presentation / report must be submitted with this agenda request.**
- **If applicable, audio / video presentations must be submitted to the IT department at City Hall at least 48 hours prior to the meeting.**
 - **Request will be postponed if necessary information is not provided.**

Submitted by: Lisa L. Schaaf

Phone / Email: Lschaaf@cityoftybee.org

Date given to Clerk of Council: 04/01/2019

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



Sec. 5-090. - Variances.

(A) *Standards.* After an application has been submitted to the designated city official, reviewed by the planning commission, and a public hearing has been held by the mayor and council, the mayor and council may grant a variance from the strict application of the provisions in this Land Development Code only if a physical circumstance, condition, or consideration exists as described in subsection (1).

(1) There are unique physical circumstances or conditions or considerations beyond that of surrounding properties, including a substandard lot of record that existed prior to March 24, 1971 (see [section 3-040](#)); irregularity; narrowness; or shallowness of the lot shape; or exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or to safety, or to historical significance, that is peculiar to the particular property; and;

(2) Because of such physical circumstances or conditions or considerations, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.

(3) A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

(B) *Height.* No part of any structure shall project beyond 35-feet above the average adjacent grade of a property except:

(1) ~~Chimneys, flues, stacks, heating units, ventilation ducts, air conditioning units, gas holders, elevators, solar panels and similar appurtenances needed to operate and maintain the building on which they are located.~~ See 2-010. Terms and definitions; Height of building

(2) The following items that were existing on the date of the adoption of this ordinance: flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.

(C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.

(D) *Reviewing variance applications.* The designated city official, planning commission, and governing body, shall consider the factors stated herein in reviewing variance applications in taking action on a particular variance. In exercising the powers to grant variances, the mayor and council may attach any conditions to its approval which it finds necessary to accomplish the reasonable application of the requirements of these regulations.

(E) *Application approval.* Notwithstanding any other provisions of this Code of Ordinances, the designated city official may approve applications for variances without the need of public hearings and without the need of review by the planning commission or the mayor and council as follows:

(1) When either of the following circumstances exists:

a. The proposed improvement or alteration will not result in an expansion of the existing footprint of the existing structure; or

b. No additional encroachment into any setback shall be created by the proposed improvement, construction or addition.

(2) When each of the following circumstances also exists:

- a. No encroachment or construction of habitable space or other prohibited improvements will exist below one foot above the base flood elevation; and
- b. The requested improvements or construction will not violate existing zoning provisions.

This subsection shall have specific application to existing nonconforming structures as referred to in [section 3-020](#).

(F) *Compliance with ordinances.* Notwithstanding any other provision of this Code of Ordinances, no application for a variance may be accepted nor may any variance be granted with respect to any property that is then not in compliance with the requirements of ordinances for the condition on which the variance is sought, unless the applicant files with the application a detailed written explanation of how, when, and by whom the need for a variance was created. In such a case, the planning commission shall make a recommendation to the mayor and council as to whether the variance should be approved or rejected or modified and the mayor and council, following a public hearing, may approve, reject or modify the variance request. In the event property is constructed in violation of the ordinances, the violation status remains until such time as the condition is rectified and placed in conformity with the ordinances. Violations of the ordinances may be subject to the enforcement provisions of this Code and all penalties permissible by law. A variance that is granted under this section does not excuse prior violations including those that have resulted or may result in enforcement action by the city.

(Ord. No. 1999-27, 8-12-1999; Ord. No. 2002-08, 5-9-2002; Ord. No. 2002-08 Variances, amended 8-29-2002; Ord. of 8-11-2005; Ord. No. 14-2010, 8-26-2010; [Ord. No. 57-A-2014, § 1, 12-11-2014](#))



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: 3/11/2019

Project Name/Description: Sec. 5-090. Variances. (B) *Height* – text addition/change.

Action Requested: Text Amendment

Special Review	Subdivision: Sketch Plan Approval ___ Conceptual ___ Preliminary Plan Approval ___ Final Plat Approval ___ Minor Subdivision ___ Major Subdivision ___
Site Plan Approval	
Variance	
Map Amendment	
Text Amendment X	

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair
Bossick	X		Vice Chair - Motion
Robertson			Absent
Gann			Absent
Bramble	X		Seconded
Matlock	X		
McNaughton	X		

Planning Commission Chair: _____

Date: 3/14/19

Planning & Zoning Manager: _____

Date: 3-14-19

Item Attachment Documents:

7. PLANNING COMMISSION MINUTES

PLANNING COMMISSION

Demery Bishop
Ron Bossick
Marianne Bramble
Tina Gann
Charles Matlock
David McNaughton
Alan Robertson



CITY MANAGER
Shawn Gillen

COMMUNITY DEVELOPMENT DIRECTOR
George Shaw

CITY ATTORNEY
Edward M. Hughes

Planning Commission Meeting MINUTES March 11, 2019

Chair Bishop called the March 11, 2019, Tybee Island Planning Commission meeting to order. Commissioners present were **Marianne Bramble, Ron Bossick, David McNaughton** and **Charles Matlock**. Commissioners **Alan Robertson** and **Tina Gann** were absent.

Consideration of Minutes:

Chair Bishop asked for consideration of the February 11, 2019, meeting minutes. **Vice Chair Bossick** made a motion to approve. **Commissioner Bramble** seconded. The vote to approve was unanimous.

Disclosures/Recusals:

Chair Bishop asked if there were any disclosures or recusals. There were none.

Old Business:

Chair Bishop asked if there was any old business. There was none. **Chair Bishop** asked to read a card that was given to the Planning Commission. "Thanks, casino boat gone. Thank you so much for all of your volunteer time, effort, hard work and due diligence in preparation acceptance for denial of the 'Jacks or Better' casino application. We appreciate your continued dedication of our vision for Tybee. Sincerely Kent and Laura Messenger." **Chair Bishop** stated thank you very much and the Planning Commission appreciates this message.

New Business:

Text Amendment: Sec. 5-090. Variances. (B) Height – text addition/change.

George Shaw stated when the definition of height was refined on how high an elevator could go earlier this year he was not aware that there was also a definition of height in the variance section. He has brought this area in front of the Planning Commission tonight. The wording in this section will just refer to the definition in the other section. **Vice Chair Bossick** asked if the discussion of the term "similar appurtenances" in the definition was resolved or does it need to be looked at again. **George Shaw** stated it is still in the ordinance and he will discuss it with the City Attorney to see if it needs to be redefined. **Vice Chair Bossick** made a motion to approve. **Commissioner Bramble** seconded. The vote to approve was unanimous.

Discussion and Presentation:

Carrying Capacity Study Implementation Coastal Incentive Grant – Goodwyn Mills Cawood Ecological Planning Group – Courtney Reich

Courtney Reich approached the Planning Commission and stated she is here to present some of the findings of the carrying capacity study implementation grant. In the R-2 district the recommendation is to increase the minimum size from 6,750 to 9,000 for single family homes, 9,000 to 13,500 for

duplexes or two single family homes, 13,500 to 18,000 for one single family and one two family, then 18,000 for two duplexes. This will limit future density. Another recommendation is to revise code to reduce greenspace requirements. The third is to revise the code on minimum lot size area, buildable area. **Chair Bishop** asked to read a letter from a Tybee Island resident Karen Gilbert *“With respect to Courtney’s presentation on the carrying capacity study I am definitely in favor of the minimum lot size changes in the R-2 district, additionally I support the changes to the code with respect to buildable area and determination of lot size. This seems to be a no brainer; I have no strong feelings either way with respect to alternative to greenspace requirements.”* **Chair Bishop** also stated that he has heard from other concerned residents. Also concerned with water and infrastructure. **Commissioner McNaughton** asked if this change would affect our water needs. **Courtney Reich** stated that it would be a start, and maybe looking at a higher limit for duplex development. **Anna Butler** who lives at 1212 Fifth Avenue approached the Planning Commission and asked if short-term rentals in our code now are limited to the number of people for each rental. **George Shaw** stated there are no limits on long term or short term. **Anna Butler** also stated that the new pools being put in do not abide by the greenspace rule. **Brian Gilbert** who lives at 113 Jones Avenue approached the Planning Commission and stated he supports all of the suggestions that Courtney addressed. All Planning Commissioners recommended George Shaw ask City Council about Planning Commission having a workshop sometime in April to discuss these recommendations. **George Shaw** stated he would ask City Council and give Planning Commission an answer the following week.

Sec. 4-050 -Zoning districts (G) changes to the NM district to potentially limit uses.

George Shaw approached the Planning Commission and stated City Council members would like suggestions from Planning Commission on changing this code language to refrain from having another casino boat coming to this area. **Chair Bishop** asked George Shaw if this should be the M district not the NM. **George Shaw** stated yes this should be the M district not NM. **Vice Chair Bossick** recommended eliminating (I. passenger cruise line) under (L) Maritime district (1).

Sec. 3-090 –Schedule of development regulations (A) (1) Interpretation of the 200’ rule.

George Shaw approached the Planning Commission and stated this rule started because of older homes that were built closer to the road prior to there being setbacks. **George Shaw** stated he interprets this as meaning if you were building something new on an empty lot you could average the homes on either side of you to get closer to the road. He also stated his interpretation of the rule did not apply to existing structures for adding into the front setback. Members of City Council informed him that it does apply to existing homes. His problem with that is homes can keep adding until every house is closer to the street. He stated City Council has asked for Planning Commissions thoughts on how this should be interpreted. **Vice Chair Bossick** stated he sees no value to this being in our ordinances because on empty lots there are setback requirements. **George Shaw** stated other cities use this rule for esthetics generally because if one house is close and the others have a twenty-foot setback the street looks odd. **Commissioner McNaughton** asked how many times this has been used here on Tybee. **George Shaw** stated only once since I have been here. Planning Commission members recommended deleting the paragraph (1) in Sec. 3-090 as it is in conflict with the existing 65% greenspace requirements and impervious coverage as presented by GMC.

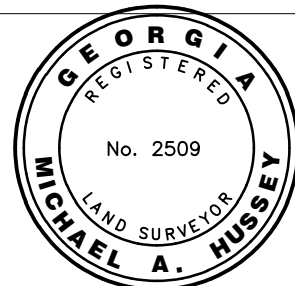
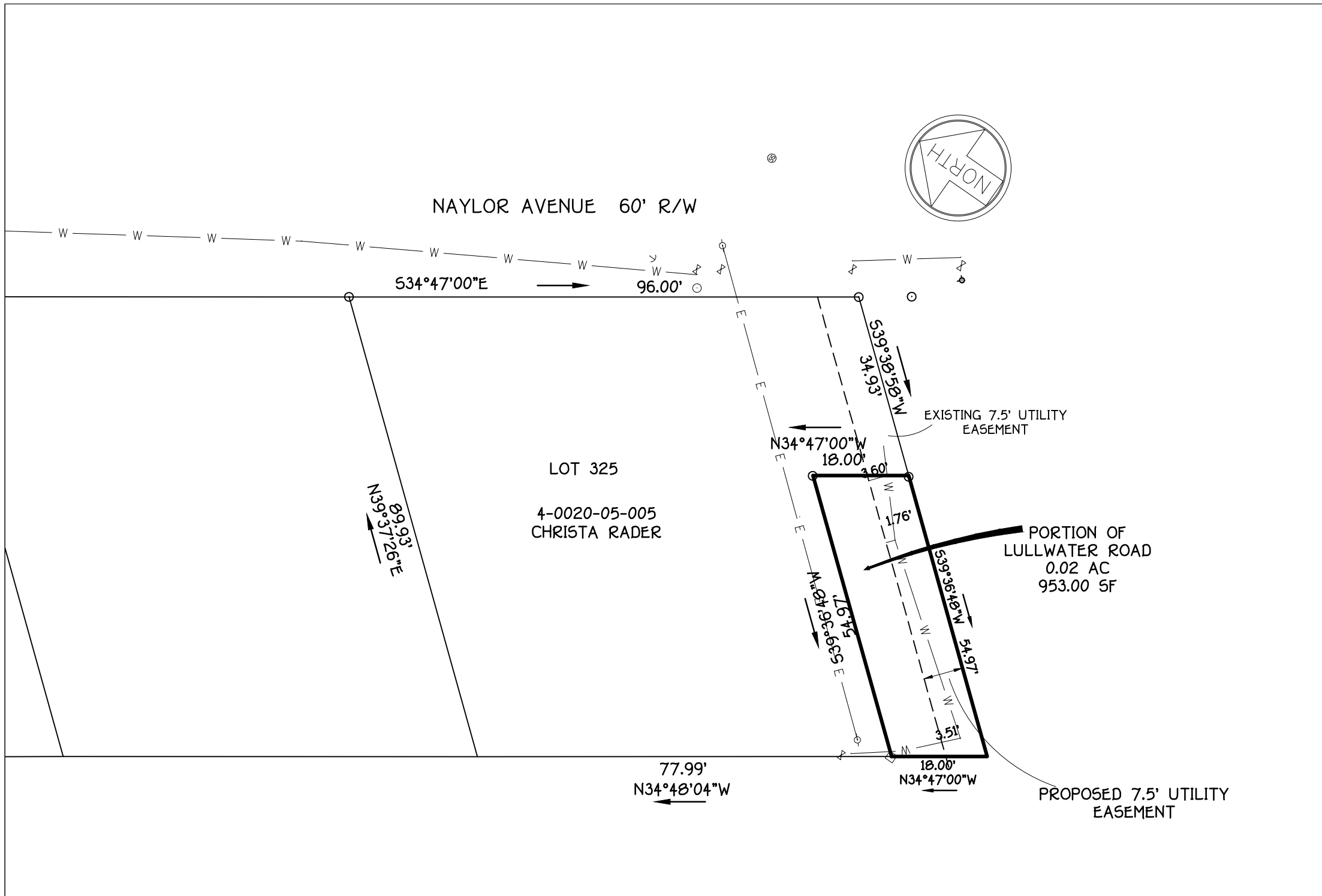
Adjournment: Vice Chair Bossick made a motion to adjourn. **Commissioner Matlock** seconded. The motion to adjourn was unanimous.

9:00pm

Lisa L. Schaaf

Item Attachment Documents:

8. Mack Kitchens, C. Rader, Naylor Avenue



Michael A. Hussey
Ga. Reg. L.S. No. 2509

SUNDIAL LAND SURVEYING
LSF000957
120 COMMERCE COURT
POOLER, GA 31322
912-235-2477



SCALE: 1" = 20'

EXHIBIT
SHOWING PROPOSED PORTION OF
LULLWATER TO BE ACQUIRED WITH
PERMANENT 7.5' UTILITY EASEMENT

FOR
CHRISTA RADER
1006 ASHLEY RD
SAVANNAH GA 31410

DATE: 02-05-2019

Item Attachment Documents:

10. GA Power, Contract, License Plate Reader

Search for a place or address

At locations 1 and 2
Install a 20 foot black fiberglass pole
And a License Plate Reading camera.

Lighting Services Agreement – Surveillance



Customer Legal Name CITY OF TYBEE ISLAND DBA _____
 Service Address 0 TYBEE ISLAND, GA 31328 County CHATHAM
 Mailing Address _____ TYBEE ISLAND GA 31328
 Email _____ Tel # 912 341 5171 Alt Tel # _____
 Tax ID # _____ Business Description POLICE DEPT
 Existing Customer? Yes No If Yes, which Account Number: NSA

Selected Components			
Action	Qty	kWh	Description
I	1	48	LPR

Service Cost (\$)	Regulated Cost (\$)**	Monthly Cost (\$) *	Term (Months)	1
1090.56	16.24	1106.80		

* Excludes any applicable sales tax
 ** This is an estimate of the regulated energy costs. The actual costs will be calculated using the current tariffs approved by the Georgia Public Service Commission.

Project Notes: 2 - LPR CAMERAS MOUNTED ON 2- 20 FT FIBERGLASS POLES

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement. Customer also agrees to allow removal and modification of existing GPC assets, and/or Customer Owned assets as needed to provide the Service.

Type	Customer	Tariff	Content	Pre-Payment (\$)*
Choose an item.	Choose an item.	Choose an item.	Choose an item.	00.00

Customer represents that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

TERMS and CONDITIONS (Surveillance - Governmental)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "**Agreement**") establishes the terms and conditions under which Georgia Power Company ("**GPC**") will provide surveillance service (collectively "**Service**") to the Customer identified on Page 1 of this Agreement ("**Customer**"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "**Premises**"). GPC may update, modify or replace any components as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service. The Service may allow Customer to retrieve, process, and/or access information including audio and video recording, photographs, or other content ("**Content**"). The Service does not include any Content monitoring services by GPC.
2. **Content.** See Page 1 to identify which option has been chosen for Content access.
 - a. **Cloud Storage:** The Service does not include any device necessary for receipt of the digital feed. Customer acknowledges that its use of the Service requires Customer to have access to the Internet to use an internet-connected device capable of receiving the digital feed of Content provided by GPC. Customer agrees to keep access to the Content stored in such a way that it is protected by password. Customer is solely responsible for the security of the password Customer uses to access its Content and the activities of all persons whom access the Content.
 - b. **Local Storage:** The Service includes a Local Storage device to be used by the Customer for receipt of the digital feed.
3. **Intent and Title.** This Agreement concerns the provision of Service to Customer by GPC and is not a sale, lease, or licensing of goods, equipment, or property of GPC of any kind. GPC retains the sole and exclusive right, title, and interest in and to all of its goods, equipment, and property utilized in connection with the Service, including, without limitation, all poles, bases, wiring, conduit, fixtures, cameras, controls, and related items (collectively, the "**GPC Assets**"). Moreover, GPC may remove the GPC Assets upon termination of this Agreement. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.**
4. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1. GPC may suspend or terminate the Service without advance notice if GPC has reasonable cause to believe the Service is being used for unlawful or unethical purpose. Once Customer receives notice from GPC that the Service has been suspended or terminated for any reason, GPC can be in no way liable for any real or personal property damage or loss or negative impact to Customer that occurs at the Premises.
5. **Legal Compliance.** Customer expressly agrees that Customer is subject to and will comply with all applicable laws and regulations related to Customer's use of the Service and Content, including, without limitation, wiretapping, eavesdropping, privacy, voyeurism, child pornography, or similar laws, and that Customer's use of the Service and Content is at Customer's own risk. Customer is solely responsible for any and all pictures, sounds, audio, video, or other data that Customer, or anyone Customer should reasonably expect to use the Content and Service, uploads, downloads, monitors, records, stores, posts, emails, transmits, discloses, or otherwise makes available using the Equipment or Services.

To the extent required by applicable laws, rules, or regulations (whether public or private), Customer agrees to inform any third party that enters the Premises (except individuals who trespass) that the Premises may be monitored and recorded. Customer is solely responsible, and GPC has no liability whatsoever, for all decisions and actions regarding such notice, including the content, mode or means, and placement of the notice, whether through conspicuous visual placement, audible announcement, or otherwise.

Customer is the owner of Customer's Content and is solely responsible for Customer's conduct and the content of the Content and any consequences of accessing, retrieving, or making available such Content. In connection with Content, Customer affirms, represents, and warrants that (1) Customer owns or has the necessary licenses, rights, consents, and permissions to enable use of the Content in the manner contemplated by the Service and this Agreement; and (2) Customer's use or making available of the Content does not and will not (A) infringe, violate, or misappropriate any third-party right, including any legal, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right, (B) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person, or (C) violate any applicable law or regulation.

Customer acknowledges and agrees that video content may be received and stored on computer servers maintained by GPC or third parties. Customer consents and agrees, and grant a perpetual license, that GPC may store, or cause to be stored, video content from Customer's premises for such time as is determined at GPC's sole and exclusive discretion. Content may be stored in a location that is shared with one or more third parties. Customer expressly agrees that GPC may disclose such video content to third parties with or without notice to Customer: (a) in connection with any law enforcement investigation or proceeding; and/or (b) pursuant to a court order or subpoena. Customer further acknowledges that GPC may be required by applicable law to disclose communications and records related to Customer's use of the Services and the Equipment to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. Customer consents to all such disclosures.

GPC is not responsible for maintaining the confidentiality, integrity or security (both physical and electronic) of Content, nor is GPC responsible for protecting Content against unauthorized access, disclosure or use.
6. **Payment.** GPC will invoice Customer per the terms stated on Page 1. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue the Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer acknowledges they will be required to pay any and all costs associated with Customer initiated contract changes to the signed contract during the initial contract term. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
7. **Premises Activity.** Customer grants GPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the GPC Assets and other tools or equipment in order to install and connect the GPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets (iv) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (iv) collectively, the "**GPC Activity**"). Customer represents that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service.
8. **Installation.** Customer recognizes GPC may be required to install the GPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - a. **Customer Provided Equipment.** GPC may, at its discretion, use Customer Provided Equipment ("**CPE**") at the Premises including wiring, etc. to provide the Service. GPC is not responsible for the repair or replacement of any CPE. GPC is not responsible for repairing CPE or for any damage CPE may cause to the Service or Equipment. Customer shall bear the exclusive risk of any consequential damages resulting from any impaired functionality of the Service caused by CPE.
 - b. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("**Dig Law**"), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences the GPC Activity, Customer is responsible for all damages and any resulting delay.
 - c. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the GPC Activity ("**Unforeseen Condition**"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
9. **Service Functionality.** The GPC Assets access and use certain hardware, application services, components, and embedded software in connection with the Service. GPC grants Customer access to the GPC Assets may contain software or firmware, and any such software and firmware shall remain the sole property of the software owner. GPC grants Customer access to use the application services and software of GPC, its vendors, or the applicable software owner as specified in, and permitted by, this Agreement in

during the Term of this Agreement and any renewals hereof (collectively, the "Solution"). Customer shall not (i) decompile or reverse engineer the Solution or take any other action to discover the source code or underlying ideas or algorithm of any components thereof; (ii) copy any products or software of the Solution, (iii) post, publish, or create derivative works based on the Solution, or (iv) remove any copyright notice, trade or service marks, brand names and the like from the Solution.

10. **GPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30-46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by anyone other than GPC (or a GPC contractor or representative).
11. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying GPC if there is a Service interruption. Customer can provide such notice by either calling 1-888-655-5888 during normal business hours to report the issue or by emailing SiteView@southernco.com
12. **Access to GPC Assets.** Nothing in this Agreement shall convey to Customer the right to attach or affix anything to the GPC Assets. Customer agrees that Customer will not, and Customer will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper or otherwise interfere with any of the GPC Assets. If Customer desires to attach or affix anything to the GPC Assets, Customer must first call GPC Lighting Services at 1-888-655-5888 and obtain GPC's written consent.
13. **Internet/Broadband Connectivity.** As part of the Service, GPC will provide an Internet broadband connection to the camera unless otherwise noted. The Internet connection is not available for any use other than to connect the camera. Customer must have an Internet broadband connection to access the Service. The Service uses Internet bandwidth, the amount of which may vary based upon Customer's use of the Services. GPC is not responsible for any degradation of performance or function of other Internet-connected devices due to Internet bandwidth used by Customer's access of the Services. **Customer acknowledges the Service may not function when the internet connection is not operating or is otherwise unavailable for any reason, including network outages, cable cuts, network maintenance, network congestion, equipment failures, force majeure events, etc.** Transmission of wireless signals can be further affected by radio signal strength and availability at Customer's premises. **Customer is responsible for immediately notifying GPC of any system failure or malfunction, including a broadband or signal transmission failure.** Video and other internet-dependent components of the Services and transmission of surveillance content to a remote storage site will not function without a functioning Internet connection. Customer must have a separate Internet broadband connection to access the Content.
14. **Disclaimer: Limitation of Liability; Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability and noninfringement) regarding the Services or any GPC Activity. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Services or this Agreement, or arising from damage, hindrance, or delay involving the Services or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, the liability of GPC is hereby limited to (i) with respect to Service purchased by Customer to the annual amount paid by Customer for Service, or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100. Customer understands the Services are not intended to prevent any loss by burglary, holdup, fire, or otherwise, and that no Equipment or Service is error-free or without interruption, which interruption could occur from faulty equipment, faulty transmission, power outages, or the tampering or destruction of the Equipment. GPC is not required to supply the Service to Customer while any such interruption continues. GPC does not guarantee the security of its systems or Equipment and is not responsible if any software code enters Equipment that disrupts, disables or self-limits the software or Equipment. GPC disclaims any liability with respect to the unauthorized use of Content to the extent permitted by law. **Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.**
15. **Risk Allocation Liability.** Each Party will be responsible for its own acts and the results of its acts.
16. **Agreement Not Insurance Policy.** It is understood and agreed by and between the Parties that:
 - a. GPC is not an insurer, nor is this Agreement intended to be an insurance policy or substitute for an insurance policy.
 - b. Insurance, if any, will be obtained by the Customer and/or its customers or tenants.
 - c. Charges by GPC under this Agreement are based solely upon the limited value of the limited Service and are unrelated to the value of the Premises or the property located on the Premises.
 - d. The amounts payable by the Customer are not sufficient to warrant GPC assuming any risk of consequential, collateral, incidental, or other damages to the Customer and/or its customers or tenants due to the Service, or any deficiency, defect, or inadequacy of the Service or due to GPC or its contractors' negligence or failure to perform.
 - e. Customer does not intend this Agreement to impose liability on GPC except within the limitations of this Agreement.
 - f. Customer agrees that GPC shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences from occurrences which the Service may be designed to detect.
17. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
18. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
9. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without GPC's prior written consent will be void and of no effect in this Agreement, "including" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Item Attachment Documents:

12. Bubba Hughes, Boundary Agreement, Moore and Solomon

AFTER RECORDING RETURN TO:

Cross-Reference to: 300W, Page 442

Hunter, Maclean, Exley & Dunn, P.C.
200 E. St. Julian Street, P.O. Box 9848
Savannah, GA 31401
Attn.: Joshua Yellin

STATE OF GEORGIA

COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE is made and entered into this ____ day of April, 2019, by and between **KIMBERLY HOFF HOWARD and STEVE LEE HOWARD** (collectively "Grantor") and **THE CITY OF TYBEE ISLAND, a municipal corporation of the State of Georgia** ("Grantee") to include their respective successors, legal representatives and assigns where the context requires or permits.

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does convey and forever quitclaim unto Grantee its interest in and to that certain tract or parcel of land shown as Parcel A, lying and being in Chatham County, Georgia, as more particularly shown on Exhibit A and described on Exhibit B attached hereto and made a part hereof.

To have and to hold the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor, shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenance.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be duly executed as of the day and year first above written.

GRANTOR:

By: _____

Name: Kimberly Hoff Howard

By: _____

Name: Steve Lee Howard

Signed, sealed and delivered
this ____ day of April, 2019
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(AFFIX NOTARIAL SEAL)

EXHIBIT A
Plat

EXHIBIT B
Legal Description

METES AND BOUNDS DESCRIPTION - PARCEL "A"

COMMENCING AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF SOLOMON AVENUE AND THE WESTERN RIGHT OF WAY LINE MOORE AVENUE, SAID POINT BEING THE "POINT OF COMMENCING"; FROM SAID "POINT OF COMMENCING", EXTEND THENCE, S 36°22'26" E, A DISTANCE OF 28.06', TO A POINT; SAID POINT BEING THE "POINT OF BEGINNING". FROM SAID "POINT OF BEGINNING"; EXTEND THENCE, N36°22'26"W, A DISTANCE OF 122.42', TO A POINT; EXTEND THENCE, N47°16'22"E, A DISTANCE OF 19.42', TO A POINT; EXTEND THENCE, S27°34'06"E, A DISTANCE OF 126.05', TO A POINT, WHICH IS THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 1181.12 SQ. FT. AND/OR 0.03 ACRES MORE OR LESS.

AFTER RECORDING RETURN TO:

Cross-Reference to: 300W, Page 442

Hunter, Maclean, Exley & Dunn, P.C.
200 E. St. Julian Street, P.O. Box 9848
Savannah, GA 31401
Attn.: Joshua Yellin

STATE OF GEORGIA

COUNTY OF CHATHAM

QUITCLAIM DEED

THIS INDENTURE is made and entered into this ____ day of April, 2019, by and between **THE CITY OF TYBEE ISLAND, a municipal corporation of the State of Georgia** ("Grantor") and **KIMBERLY HOFF HOWARD and STEVE LEE HOWARD** (collectively "Grantee") to include their respective successors, legal representatives and assigns where the context requires or permits.

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does convey and forever quitclaim unto Grantee its interest in and to that certain that tract or parcel of land shown as Parcel B, lying and being in Chatham County, Georgia, as more particularly shown on Exhibit A and described on Exhibit B attached hereto and made a part hereof.

To have and to hold the said described premises unto the Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor, shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenance.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be duly executed as of the day and year first above written.

GRANTOR:

THE CITY OF TYBEE ISLAND

By: _____

Its: _____

Attest: _____

Its: _____

Signed, sealed and delivered
this ____ day of April, 2019
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(AFFIX NOTARIAL SEAL)

EXHIBIT A
Plat

EXHIBIT B
Legal Description

METES AND BOUNDS DESCRIPTION - PARCEL "B"

COMMENCING AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF SOLOMON AVENUE AND THE WESTERN RIGHT OF WAY LINE MOORE AVENUE, SAID POINT BEING THE "POINT OF BEGINNING". FROM SAID "POINT OF BEGINNING"; EXTEND THENCE, S47°19'59"W, A DISTANCE OF 39.43', TO A POINT; EXTEND THENCE, N27°22'58"W, A DISTANCE OF 155.04', TO A POINT; EXTEND THENCE, N47°16'22"E, A DISTANCE OF 15.05', TO A POINT; EXTEND THENCE, S36°22'26"E, A DISTANCE OF 122.42', TO A POINT; EXTEND THENCE, S36°22'26"E, A DISTANCE OF 28.06', TO A POINT; WHICH IS THE POINT OF BEGINNING.

SAID PROPERTY CONTAINING 4074.11 SQ. FT. AND/OR 0.09 ACRES MORE OR LESS.