MAYOR Jason Buelterman

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



CITY OF TYBEE ISLAND

CITY MANAGER Dr. Shawn Gillen

CLERK OF COUNCIL Jan LeViner

CITY ATTORNEY Edward M. Hughes

A G E N D A REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL August 08, 2019 at 6:30 PM

Please silence all cell phones during Council Meetings

Consideration of Items for Consent Agenda 6:30PM

Executive Session

<u>Opening Ceremonies</u> Call to Order Pledge of Allegiance Invocation: Rev June Johnson

Recognitions and Proclamations

- 1. Certificate of Appreciation: Amy Lanier
- 2. Certificates of Appreciation: US Coast Guard
- 3. Appreciation and Promotion: Tybee Island Police Department

Corporal Zachary Jung

Corporal Anthony Errato

Corporal J.P. Price

SPO Cheyenne Dickenson

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

4. Minutes, City Council Meeting, July 11, 2019

Consideration of Boards, Commissions and Committee Appointments

5. Appointment to Development Authority/Main Street Board: Crystal Travaille, Tybee Cottage Art Gallery

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



- 6. Appointment to Tybee Island Historic Preservation Commission: Anthony Turpin
- 7. Appointment to Ethics Commission: Mark Reed

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

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

Consideration of Approval of Consent Agenda

Public Hearings

- Site Plan approval/Special review: modular building added to the lot 714 Lovell Avenue –Zone R-2 – 40005-19001 – Tybee Island Charter School dba Tybee Island Maritime Academy.
- 9. PLANNING COMMISSION MINUTES 7-15-2019
- 10. PLANNING COMMISSION MINUTES 7-23-2019

Consideration of Local Requests & Applications – Funding, Special Events, Alcohol License

- 11. Agenda Request: Special Event-Beer & Wine-Tybee Festival Association / Tybee Pirate Fest, Sixteenth Street Parking Lot, October 11, 12, and 13, 2019
- <u>12.</u> Special Events Application Resolution to Designate 2019 Pirates Fest Dates and Festival Control Zone

Consideration of Bids, Contracts, Agreements and Expenditures

- 13. The purpose of this agenda item is seek the City Council's approval to amendment the General Fund fiscal year 2019-2020 operating and capital budget by increasing the budget from \$14,329,161 to \$14,490,161, a net increase of \$161,000; and to transfer \$45,000 from the Public Works Administration budget to the Public Works Fleet Management budget.
- 14. The Finance Department is seeking the City Council's approval to multiple request for out of state travel for fiscal year 2020 for the Purchasing Administrator and Director of Finance and General Administration to attend a Public Procurement training offered by the National Institute for Public Procurement from August 22, 2019 to February 8, 2020 in preparation for the Certified Public Procurement Officer and Certified Professional Public Buyer exams.
- 15. The purpose of this agenda item is to seek the City Council's approval to surplus and dispose of 23 Police Department vehicles by trading them to Enterprise Fleet Management Company as a trade for the 16 vehicles that the City is leasing from Enterprise Leasing Company for three years.

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<u>16.</u> Authorization of the Project Partnership Agreement between COE and City of Tybee Island; Beach Erosion Control Project

Consideration of Ordinances, Resolutions

<u>17.</u> First Reading, 12-2019, Article IV, Chapter 58-108, Revise the Room Excise Tax at the Rate of 7% to Provide for Distribution of Tourism Product Development by Resolution, to Establish an Effective Date

Council, Officials and City Attorney Considerations and Comments

- 18. Bubba Hughes: MOU, Tybee Island Maritime Academy
- 19. Bubba Hughes: Indigent Services Agreement
- 20. Barry Brown: Salary Increase, Angela Hudson, Finance Director
- 21. Barry Brown: STVR, Pool Regulations
- 22. Barry Brown: Tybee Island Police Department Salary
- 23. Julie Livingston: Beach Equipment Rental Business (change of ordinance)
- 24. Shirley Sessions, City Hall Auditorium and Office Space
- 25. Jason Buelterman: Census 2020
- <u>26.</u> Shawn Gillen: Reserving Pumps for Lift Stations

Executive Session

Discuss litigation, personnel and real estate

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

<u>Adjournment</u>

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 <u>www.cityoftybee.org</u>.

THE VISION OF THE CITY OF TYBEE ISLAND

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



"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:

4. Minutes, City Council Meeting, July 11, 2019



City Council Minutes, July 11, 2019

Consideration of Items for Consent Agenda

Mayor Buelterman called the consent agenda to order at 6:30PM on July 11, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, Barry Brown and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; Tracy O'Connell; George Shaw, Director, Community Development; and Janet LeViner, Clerk of Council.

Mayor Buelterman listed the following items on the consent agenda:

- Minutes, City Council Meeting, June 13, 2019
- Minutes, First Reading, Millage, June 20, 2019
- Minutes, Second Reading, Millage, June 20, 2019
- Minutes, City Council Meeting June 27, 2019
- Approval of Equality Fest Parade 8-24-19
- Taco Aloha, LLC dba Chamacos Tacos & Surf: Alcohol and Entertainment License Request- Liquor/Beer/Wine/Sunday Sales, 1311 Butler Ave
- Contract, Replacement of DPW Roof, Delta Metals, \$29,000
- Resolution: Tybee Road Scenic
- Resolution: Marsh Hen Trail
- Resolution: Suspending Special Review and Fees for Dune Crossover Improvements. **Mayor Buelterman** asked Mr. Hughes to add language for clarification: "special review and all fees for dune crossover improvements". Mr. Hughes confirmed.
- Resolution: Distribution of the Tourism Product Development Portion of the Hotel/Motel Tax as Authorized by House Bill 591
- Shawn Gillen: Confirmation of Peter Gulbronson, City Engineer. **Dr. Gillen** stated in the packet before Mayor and Council is the Offer Letter and Executive Summary for Mr. Gulbronson who will be the new City Engineer and Director of Infrastructure.

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

Opening Ceremonies

- Call to Order
- Invocation: Jan LeViner
- Pledge of Allegiance

Jan LeViner, Clerk, asked **Councilwoman Doyle** to approach Mayor and Council. Ms. Doyle introduced **Senator Ben Watson** who in turn asked Mayor Buelterman to come to the podium. Senator Watson stated Mayor Buelterman was nominated for an award for perseverance and it was awarded. Senator Watson read from the Nomination Letter which outlined Mayor Buelterman's efforts that led Tybee Island through the recovery process from Hurricane Matthew. Mayor Buelterman thanked Senator Watson for the presentation and stated that he accepted the award on behalf of Council and Staff as everyone works as a team.

Reports of Staff

Alan Robertson approached Mayor and Council to give an updated on the applications for a National Fish and Wildlife Foundation Grant. They are running a \$29M Coastal Resilience Program and the City submitted a pre-proposal and it was accepted. The next step is to submit a full proposal. The City is asking for a grant in the amount of \$125,000 to do a study of the Back River. With this Study they will look at how to minimize risk of flooding on the Back River

associated with high tides and storms and increase the habitat. The City should know in November if we have be awarded the Grant. Mayor Buelterman thanked Mr. Robertson.

Alan Robertson then gave an update on the Dune Restoration Project. He stated the City Administrator from Edisto Beach visited the beach to learn how the City is building dunes. Mr. Robertson outlined events of the coming months which includes visits from NOAA and other organizations. He has also been asked to speak at the annual meeting of the American Shore and Beach Preservation Association. Mayor Buelterman asked Mr. Robertson when the bid opening is for the re-nourishment. He responded, August with a start date of November 2019. Mayor Buelterman thanked Mr. Robertson for all his hard work.

Citizens to be Heard

Kathryn Williams approached Mayor and Council to speak on the **Humane Society for Greater Savannah to promote the Tybee Prom, July 27, 2019.** Ms. Williams thanked everyone for their support with the upcoming Tybee Prom.

Nicholas Smilek approached Mayor and Council to speak to the **Beach Rules enforcement and protocol for violators.** Mr. Smilek asked for clarification when reporting violations. Dr. Gillen responded a flyer has been created and is being placed in all hotels and short term rentals to make their guests aware of the rules and protocols. Ms. Doyle recommended Mr. Smilek meet with the City Manager to discuss his concerns. Dr. Gillen then touched on rules with service dogs as Mr. Smilek had questions. Mayor Buelterman thanked Mr. Smilek for his comments and concerns.

Mack Kitchens approached Mayor and Council to discuss **Short Term Vacation Rentals.** Mr. Kitchens expressed his concerns with the short term vacation rentals and the lack of enforcement of the ordinances regarding noise and overall behavior of their guests. Mayor Buelterman thanked Mr. Kitchens for his comments.

Tom Mahoney approached Mayor and Council on behalf of Burke's Beach Rental, a local Tybee family owned **beach rental businesss**. Mr. Mahoney stated the Burke's have four of the nine beach rental businesses on the Island. They are willing to work with Tybee if the ordinance is to be changed to share decades of information. Mr. Mahoney stated if anyone including Mayor and Council have questions, to please contract himself or the Burkes.

Amy Gaster approached Mayor and Council to speak on **Short Term Vacation Rentals.** Ms. Gaster stated not only herself but others in the management business are working together to manager the visitors in the best way they can. A positive relationship is in place not only with the elected officials, Staff but with the community to enforce the ordinances. Ms. Gaster stated Tybee Island was founded as a vacation destination and it has grown through the hospitality of the residents. She is happy to discuss and concerns. Mayor Buelterman thanked Ms. Gaster.

Keith Gay approached Mayor and Council to speak on **Short Term Vacation Rentals.** Mr. Gay stated everyone is working toward the same goal. Enjoyment in their lifestyle and where we live. A nuisance ordinance was created which will accommodate the concerns of everyone and generally speaking the guests come to the City to enjoy the Island and to be a part of the community. Mayor Buelterman thanked Mr. Gay.

Henry Morgan approached Mayor and Council to speak on **Short Term Vacation Rentals.** Mr. Morgan stated he has owned a short term vacation rental for over six years and he provides a win-win service. He encourages all his neighbors if there is a problem with one of his guests, to contract him immediately so the problem can be addressed. Mayor Buelterman thanked Mr. Morgan.

Kathryn Andrews approached Mayor and Council to speak on **Short Term Vacation Rentals.** Ms. Andrews stated she and her family own two short term vacation rentals. With these rentals she has a professional vacation management company as it is important to the peace of the neighborhood to include friendships with the neighbors in the community. As a homeowner, she cares about the community and wants to be a part of it. She also does not agree that the problems are solely those of short term vacation rentals as it could be anyone on the Island. Mayor Buelterman thanked Ms. Andrews.

Frank Kelly approached Mayor and Council to speak on **Short Term Vacation Rentals.** Mr. Kelly expressed his concerns with the short terms rentals not having smoke detectors, fire extinguishers, CO2 detectors and first aid kits. If all rentals had these detectors the fire rating could go down. Mayor Buelterman thanked Mr. Kelly.

Matt Toole approached Mayor and Council to speak on **Short Term Vacation Rental.** As an owner of several short term rentals he has Ms. Gastor managing the property and he is advocating for short term vacation rentals. Mayor Buelterman thanked Mr. Toole.

Walt Freeman approached Mayor and Council to speak on **Short Term Vacation Rentals.** Mr. Freeman spoke to communities that have ban short term vacation rentals and the issues that have followed. Mayor Buelterman thanked Mr. Freeman for his comments. Mr. Parks stated he also attended the meetings held by the City of Savannah regarding short term vacation rentals and their policy is to have each property display their license number not only on the property but also on their advertisements. He recommended this be done at Tybee also as it may be a way to ensure all rentals are in compliance. Mayor Buelterman thanked Mr. Freeman for his comments.

Jennifer Fountain approached Mayor and Council to speak on **Short Term Vacation Rentals.** As a real estate agent Ms. Fountain stated not everyone buying property on Tybee Island is doing it for a profit but many are for retirement homes. Mayor Buelterman thanked Ms. Fountain for her comments.

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

Council, Officials and City Attorney Considerations and Comments

Bubba Hughes stated this is a request from Crista Rader to purchase a part of the r-o-w on Lullwater Road. Mr. Hughes did research on why the road had stopped as it was not clear to him. Department Heads have commented as to their recommendations as to whether Mayor and Council should move forward with the process. Mr. Kitchens approached Mayor and Council at Mr. Hughes request. It is his understanding the goal is to acquire enough sq ft in order to build a duplex on the property. Mr. Kitchens confirmed and stated Ms. Rader needs an additional 900 sq ft in order to build a duplex. A discussion ensure regarding the possible road through the property being open or closed. Mayor pro tem Brown stated the road has been opened for years as the residents use the road to go to the north end of the Island. Ms. Livingston stated she walked the property and in order to get to Naylor, you have to go through Ms. Rader's property. There is also a utility easement on the property. Mr. Kitchens stated he had the property surveyed to mark the utilities. Mr. Hughes recommended he meet with Mr. Kitchens and Mr.

Carpenter to walk the property to look at Lullwater and to see if they can get the sq ft needed so Ms. Rader can build a duplex.

John Branigin gave a brief update on the recent meeting regarding Golf Carts. Mr. Branigin stated it was more of a working meeting. He feels the problem is people feel golf carts are toys. After speaking with Chief Bryson they are going to look at the feasibility of increasing the frequency of required golf cart inspections. Currently they are only inspected when registered. It is his preference it be done annually. Another option would be to have the owner present their insurance coverage at the time they obtain a parking sticker. Mr. Branigin stated another discussion included the individuals that own golf carts living on the east side of Butler Avenue as there are only three permitted areas golf carts can cross Butler Avenue. He asked the public to report any violations they might see regarding golf carts. By doing this, it will assist the Tybee Island Police Department. Mayor Buelterman thanked Mr. Branigin. Ms. Doyle stated the Public Safety Committee will discuss at their next meeting and at some point bring recommendations back to Mayor and Council. Mayor pro tem Brown recommended the registration fee for golf carts be raised from \$15.00 to \$50.00 to cover the man-hours of the police officers that inspect the carts. Mr. Hughes stated he will review the laws as to the charges that can be assessed as he feels there is a cap. Ms. Doyle thanked Mr. Hughes. Ms. Sessions asked if golf cart owners have to pay the same amount for parking decals as they would for a vehicle. Dr. Gillen stated a resident received \$100 off the decal for a golf cart where a vehicle is complimentary. Ms. Livingston confirmed for a business it is \$150.00. Mayor Buelterman asked Dr. Gillen to contact Chief Bryson regarding the number of citations issued for underage people and those without a license driving golf carts and bring back to Mayor and Council. He also asked the penalty. Dr. Gillen acknowledged.

Mr. Hughes requested that any communications received in the Clerk's Office regarding agenda items be attached to the minutes for the record. Mayor Buelterman confirmed.

Wanda Doyle expressed her concerns with the Parking, Solomon/Van Horn at Meddin as it seems beach goers are parking in that area. She stated this area is used for residents such as Abby Burke to get in and out of her driveway. Ms. Doyle recommended that area continue to be used as green space and possibly plant trees there along with non-parking signs. Ms. Livingston recommended trees not be planted to the east of the Guard House as it is used for parking when there is a large event. Mayor pro tem Brown recommended putting no parking signs in the area. Mayor Buelterman stated he is in favor of planting trees as it helps with drainage and green space. There was a brief discussion regarding parking at the Light House. Mr. Hughes stated it was his understanding they were going to apply for a private parking and the spaces were not required to be delineated. When the obligations to mark the parking spaces they decided not to proceed. Ms. Doyle asked Dr. Gillen to check with the Historical Society regarding a parking lot. Wanda Doyle made a motion to make decal parking only in the Solomon/Van Horn green space and to contact Savannah Tree Foundation for assistance in planting trees. Shirley Sessions seconded. DISCUSSION: Mr. Parks expressed his concerns with the overflow parking from the Guard House and Jaycee Park in that area. Ms. Doyle stated with the way the trees are planted, people can park. Mr. Parks stated he will vote in favor of the motion if it is accompanied by a sketch at some future date that you supply to them that shows how they do this. Mayor Buelterman asked Ms. Doyle to amend her motion by removing reference to the planting of the trees. He then asked Ms. Sessions to accept the amendment. Ms. Doyle concurred as did Ms. Sessions. He then stated he will contact Savannah Tree Foundation to develop a plan for planting. Ms. Doyle concurred. Vote was unanimous to approve, 6-0.

Wanda Doyle stated there was an agreement with Environmental Services in the past in regards to monitoring sand fencing and vegetation placed on the beach by the Beach Task Force. The attached Proposal is for \$3,500 which will continue the monitoring for an additional year. Ms. Doyle stated there is money in the budget for this project. Mr. Parks asked Environmental Services could give a report to Mayor and Council at an upcoming City Council Meeting. Ms. Doyle confirmed.

Julie Livingston stated a meeting was held regarding City Procedures and Licensing as it applies to Beach Rental Businesses. Her goal was to how to try and come up with a plan moving forward. Ms. Livingston read from the questions she received from the attendees of the meeting and shared the concerns of the current license holders. There are options: (1) leave everything the way it is; (2) allow to remain the same but increase the number of locations; (3) solicit bids on the current locations; and/or (4) solicit bids on the current locations and additional locations. The questions remains if the City has jurisdiction. Mr. Hughes confirmed the City does have jurisdiction and there is no State law requirement that this unique situation have bidding. He continued, the City needs to continue to protect the public from someone who is not capable of providing the service, not sufficient chairs and umbrellas. You need qualified people to provide the service. Mr. Hughes stated the City of Tybee owns the beach from the seawall to the mean high water level and has since the first re-nourishment in the 1970's. This is between the two groins. Ms. Doyle expressed her concerns regarding the meeting that was held as it was not her understanding as discussed at the previous City Council Meeting. She recommended in the future, a motion be made so everyone is clear procedurally how to move forward. Ms. Dovle stated the license holders are public servants as they pick up trash, racking the wrack away from beach goers and give directions to visitors. She would like to see City Manager, Staff and Ms. Livingston meet with the stakeholders, individually or collectively, then make the decision on how to move forward. Ms. Livingston responded a decision needs to be made on how to move forward. Ms. Session asked if the reasoning behind these meetings if to (1) open this up for people to bid on and (2) concerned the City is not receiving revenue other than that of the business license. She also believes the current license holders should have first right of refusal on the current locations. Ms. Doyle stated she is not opposed to looking at the ordinance and possible changes but not until Dr. Gillen, Ms. Livingston and appropriate Staff meet with the stakeholders. She is not in favor of putting the Mayor Buelterman confirmed a meeting take place and bring locations out to bid. recommendations back to Mayor and Council. Ms. Livingston confirmed. Mr. Parks stated the City can add weights factors when there is a Request for Proposal which includes public service, etc. This levels the playing field for the current license holders. Mr. Branigin stated as long as there is no proposed change to the ordinance this remains business as it is today. There needs to be recommendations to the ordinance. Wanda Doyle made a motion that Dr. Gillen and Staff to meet with the stakeholders before Mayor and Council move forward. Shirlev Sessions seconded. Discussion: Mr. Parks stated he would like surveys done. Ms. Doyle responded the surveys are a good idea as well as his requested spreadsheet. Voting in favor were Julie Livingston, John Branigin, Wanda Doyle and Barry Brown. Those voting against were Monty Parks and Shirley Sessions. Motion to approve, 4-2. Discussion: Mr. Hughes stated it might be hard to have a meeting where the stakeholders are expected to discuss their business. He would recommend there be a meeting that does not involve elected officials. In this way the stakeholders can protect their business matters. Mayor Buelterman clarified, there will be a meeting held, no elected officials will be in attendance, Dr. Gillen will reach out to those who are current license holders and meet. The meeting will be public. Monty Parks made a motion to get a quote on surveying the areas on the beach. Barry Brown seconded. Discussion: Mayor Buelterman asked Mr. Parks asked for clarification. Mr. Parks responded he would like guotes from a gualified surveyors on defining and marking the boundaries of the

properties that are currently held by license holders that are listed. Voting in favor were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle and Barry Brown. Voting against was Shirley Sessions. Motion to approve, 5-1.

Monty Parks gave a brief update on the Recycling Project. Mr. Parks stated Mr. Lovato is very excited about the project and has visited other recycling locations for ways to improve our project. Mr. Parks showed several pictures depicting the recyclables that were collected and stated he continues working closely with Tim Arnold. Ms. Livingston commended Mr. Parks for his hard work on this project. Mr. Parks thanked Ms. Livingston. Ms. Doyle also commended Mr. Parks for a job well done.

Monty Parks stated both showers are running and the 16th Street location is running on a 12 hour basis at approximately 6 gallons a minute, 24,000 in the last month. This is not taking for the aquifer but from the **shallow wells.** Mr. Parks stated the City did get reimbursed \$30,000 by Chatham County for the wells. Mayor Buelterman congratulated Mr. Parks for a great job.

George Shaw stated **Home Business and Home Occupation** are two ways a person can run a business from the home. The home business does not require a public hearing as you apply and granted a business license. With the Home Occupation, it does require a public hearing process and with the proposed ordinance there will be a clearer definition. He asked for recommendations from Mayor and Council in order to update the current ordinance. Mayor Buelterman asked if the Planning Commission has reviewed the current ordinance. Mr. Shaw responded it was their recommendation Mr. Shaw review and bring to Mayor and Council. There was a brief discussion with the different types of businesses and their classification.

George Shaw stated **City Hall** is eligible for **Historic Designation** and he would recommend moving forward with the designation. **Shirley Sessions** made a motion to move forward with the process of having City Hall with the Historic Designation. **Wanda Doyle** seconded. Vote was unanimous to approve, 6-0.

George Shaw gave an updated regarding **Affordable Housing** from the Planning Commission. It is their recommendation this request goes against the Master Plan to allow for multi-family in C-2 which currently is only allowed about commercial in C-2. The proposal as presented by Mr. Crammer does not give a guarantee that the multi-family units would not become short term rentals and if this happen it goes against the proposal for affordable housing aspect. Planning Commission is not in favor of moving forward as presented. Ms. Livingston stated if putting the affordable housing in the C-2 is cost prohibited as that is the most expensive land on the Island. She would encourage mixed use as it is currently allowed. Ms. Doyle stated she doesn't feel the mixed use works on Tybee Island. She would like to look at proposed affordable housing. Ms. Livingston feels mixed use works. Mayor pro tem Brown would like to see Mr. Crammer's proposal. **David McNaughton** approached Mayor and Council. He stated the reason Planning Commission took no action is due to the absence of Mr. Crammer at the meeting. They will be glad to look at it in the future. Mr. Shaw will be this on a future Planning Commission agenda.

Julie Livingston made a motion to adjourn to Executive Session to discuss Real Estate, Personnel and Litigation. **John Branigin** second. Vote was unanimous, 6-0.

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

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

Meeting adjourned at 10:35PM.

Janet R. LeViner, CMC Clerk

From: Sent: To: Subject: R Sproul <tybeegolfer@gmail.com> Thursday, July 11, 2019 10:17 AM Jan LeViner Short Term Rentals

July 11, 2019

To: City Council Members and Mayor of Tybee Island

Re: Short Term Rentals

Please read my letter into the minutes tonight at the council meeting. I am a long time (full time) Tybee resident and would like to express my concern about the amount of short term rentals and way they are handled on this island. There are too many homes crammed full of people—a true safety hazard. Too many cars for the amount of true parking space in those homes, using tremendous amounts of our limited water supply by visitors generating enormous amounts of trash that smell up the neighborhoods that often don't care who they keep up and disturb with their loud, drunken late night parties.

Although I understand that Airbnb and other short term companies (that have no interest in the type of neighborhoods they're creating) have infiltrated our island and communities across the world, it is time our city did something to better protect our quality of life. Although I do not have any tried and true solutions to offer, it would seem like common sense could be applied as to the amount of renters any one home should allow. Does the city fire marshal check these homes like they do other businesses when a license is given or a short term rental company takes the home on for rental? Don't we as a city have any zoning laws that would apply to this situation? Do the rental outlets just cram as many beds as possible into these houses without some limits based on the size/number of bedrooms in the home?

I've watched far too many wonderful neighbors pack it in and move off the island out of frustration and disappoint over this issue in the past couple of years. It seems that our city has not cared enough to be proactive or reactive as this problem has escalated. It has also appeared in recent years that some of our leaders have been far more focused on the profits the rentals create and their relationships with the short term rental companies than with the impact it has made on full time residents on the island.

Thank you for your time.

Robert Sproul

PO 1237

Tybee Island, GA 31328

From:	Diana Roe Hollis <councilhollis@gmail.com></councilhollis@gmail.com>
Sent:	Thursday, July 11, 2019 2:47 PM
То:	Jan LeViner
Subject:	Short term rental issue

My husband and I own a home on the south end of Tybee. We come down several times a month....to get away from the drama and bustle of Atlanta.

The rental companies seem to overstuff

the houses on 14th with riffraff. Loud music, foul language and cars parked on our lawn Calls to the agents don't get returned and the problems do not seem to be a priority with our TIPD.

All the party people need to be on the beach side of Butler. Or the noise ordinance needs to be enforced.

And no golf carts on Jones! In our village, carts must be street legal, insured, inspected and permitted annually! It works!

Please read this letter into the minutes of the meeting tonight.

Thank you,

Diana Roe Hollis, Councilmember City of Stone Mountain

The greatest enemy of knowledge is not ignorance, it is the illusion of knowledge - Stephen Hawking

From:	Kevin McAteer <ksmcateer@aol.com></ksmcateer@aol.com>
Sent:	Thursday, July 11, 2019 12:19 PM
То:	Jan LeViner
Subject:	Short Term Vacation Rentals agenda ite

Hello Jan,

Can you please share my comments below with the mayor and City Council regarding the Short Term Vacation Rentals agenda item at tonight's City Council meeting? Unfortunately, I will not be able to attend the meeting.

item

Thanks, Kevin McAteer

Dear Mayor Buelterman and City Council members,

My wife and I are owners of 1515 Miller Ave. We purchased the lot, which was empty at the time, and built our home in 2016. We had been coming to Tybee Island for several years, visiting close friends who own a house on 6th Ave, which convinced us that we wanted to be a part of the Tybee community. We travel to Tybee several times a year both to make improvements to the property as well as to enjoy the beach, the community, Savannah, and have made friends with our neighbors. Since building our home, we have participated in local events such as the St Patrick's Day parade and the New Years Day polar plunge. Additionally, we attended movies/events and provide financial support to the Tybee Post Theater, and most restaurants on the Island.

Our home is currently a vacation rental manged by Tybee Vacation Rentals (TVR). We picked TVR because we were confident that they would take superior care of the property and that they were vigilant as to who rents their properties. They have high standards for maintaining and managing our home and all their properties. This is important to us because we intend for this to be our retirement home.

We are adamantly opposed to any attempt to outlaw vacation rentals on the island. This challenges home owner property rights, regardless of permanent residency. We have a large investment in our home both with purchasing the land and building the structure. We also put great effort into our property and our neighbors homes to cleanup and recover from damage caused by hurricanes Matthew and Irma. Outlawing vacation rentals ignores the benefits of consumer spending and job creation that it provides to Tybee Island. Our hotel and sales taxes go to provide city services and infrastructure. We also feel that any attempt to impinge on homeowners rights to conduct vacation rentals would risk putting our city into the possibility of expensive litigation.

Regards, Kevin and Susan McAteer 306 Park Rd Alexandria, VA 22301 Cell: 703-346-6051

From: Sent: To: Subject:

Colin Stephen Cady <cscady@yahoo.com> Thursday, July 11, 2019 10:26 AM Jan LeViner STVRs and Golf carts

Dear Ms. LeViner:

As property owners and part-time residents on Tybee Island, we believe that STVRs and golf cart ownerships should be grandfathered in. Please record this at the city council meeting this evening. Thank you.

Sincerely,

Colin S. Cady Karen L. Garappolo

1412 Jones Avenue

From: Sent: To: Subject:

Melanie Clearman <mlnclrmn@windstream.net> Thursday, July 11, 2019 12:09 PM Jan LeViner Golf Carts

Good Afternoon,

I am unable to attend the meeting this evening, but would like to express my opinion to be shared with the Mayor.

I believe that golf carts should only be driven by licensed drivers and existing restrictions should be enforced (no golf carts on 80, except crossing at designated intersections). Golf carts should have working signals, brake lights, seat belts, etc. No tandem golf carts! Enforcement should include ticketing! I've seen many around the Island driven by children and operating in the midst of vehicular traffic on 80.

Gathering of large numbers of people should be controlled at STVRs. It creates parking problems and noise problems for full time residents. Noise restrictions should be upheld.

Thank you.

Melanie Clearman 8 Teresa Lane TI

From:	Lauren Davis <visittybee@gmail.com></visittybee@gmail.com>
Sent:	Thursday, July 11, 2019 1:29 PM
То:	Jan LeViner
Cc:	Visitty
Subject:	STVR Please enter in minutes

Please enter the following message into the minutes of tonight's meeting ,July 11 2019.

My name is Lauren Davis, resident since 2001 and a voter. I own two vacation rental homes which I personally manage and I also manage the rental of my sister's home on Tybee. I also have my personal home here which is never used as a rental as does my sister.

I am not in favor of excessive and unnecessary rules on Tybee.

I moved here because of Tybee's free spirit.

1.

I think Golf carts ease the burden of having so many cars driving around Tybee. Most are electric. I believe the use of golf carts as an alternative to gas vehicles should be encouraged and not demonized. 2.

Tybee families have been sharing their Tybee homes with visitors for decades. Yes, the number of homes is greater but Tybee also has a vast number of amazing restaurants and shops and the best infrastructure and many more amenities that are a direct result of having more visitors. Locals benefit tremendously.

As things stand now the City of Tybee and the Tybee Island Police Department are doing an excellent job of handling STVRs and golf cart complaints by using common sense and the rules that are already in place.

Tybee is not a retirement community. No more rules.

Lauren Davis 1003 Lovell

From: Sent: To: Subject: Barry Brown Wednesday, July 10, 2019 11:18 AM Jan LeViner Fwd: Short Term Rentals

Sent from my iPadBarry Brown

Begin forwarded message:

From: sherry oxendine <<u>sherry.oxendine7@gmail.com</u>> Date: July 10, 2019 at 11:13:11 AM EDT To: <u>mayor@cityoftybee.org</u> Cc: <u>jbranigan@cityoftybee.org</u>, <u>bbrown@cityoftybee.org</u>, <u>sgillen@cityoftybee.org</u>, <u>sessions@cityoftybee.org</u>, <u>jlivingston@cityoftybee.org</u>, <u>mparks@cityoftybee.org</u>, <u>amy@tybeevacationrentals.com</u>, Dustin Church <<u>DChurch@tybeevacationrentals.com</u>>, Nancy Bailey <<u>nancy@tybeevacationrentals.com</u>>, Carrie Efird <<u>Carrie@tybeevacationrentals.com</u>>, Terry Harris <<u>tharris@tybeevacationrentals.com</u>>

Subject: Short Term Rentals

Good morning,

Let me start by introducing myself. I am Sherry Oxendine and I am the owner of Sunburst Cottage, located at 1514 2nd Ave on Tybee Island. I purchased this home on May 4, 2018 for the purpose of using it as a 2nd home and a short term rental when I or family members are not using it. My career is as a Realtor, this has been my career since 1988. I did my due diligence prior to purchasing on Tybee by researching the restrictions of short term rentals on Tybee. What I found out was that they are permitted. Without that confirmation I would have searched in another area. Tybee was my top choice because my son, daughter in law and granddaughter live in Savannah and Sunburst would give me a place to stay when I visit my family. Being able to rent the house short term enables me to maintain and update the property and pay my taxes and fees. I knew that I would want to have a professional vacation management rental company to handle the rentals and oversee the maintenance needs for me. I chose Tybee Vacation Rentals due to the fact that they have the staff to make sure my house is in good shape and taken care of (which I pay for) TVR informs me of what and when things need to be done at my property, i.e. trimming of the palms, general outdoor maintenance and anything safety related. They have a lot of pride in the properties they manage and I have pride as an owner.

When I purchased this property it was in a great state of disrepair. It had been sitting vacant for some time. The next door neighbors expressed that they were so glad that I had bought it and jumped on making the cottage presentable and comfortable. It had been sitting on the market for over a year and nothing had been done in many years to update. In 2018: I

1. Put a new metal roof on

2.Scraped and painted the entire exterior

3. Hired lawn maintenance to trim back overgrown shrubs, lay fresh pine straw and mulch, pressure wash the fence, mow by weekly and trim the palms

4.Painted the entire interior including the floor

5.Purchased all new furnishings, including kitchen appliances and deck furniture6.Coordinated with Tybee Vacation Rentals on pest control and safety issues7. Properly insured Sunburst with the right amount of homeowners coverage and flood insurance

\$297,00.00 was the purchase price

\$35,000.00 was spent on repairs and maintenance (much to the delight of my neighbors) \$5022.00 in Insurance so the property can be repaired in case of any damages

Needless to say, without having a small but needed income from renting it short term I would not have been able to make these repairs. I am still not even close to breaking even on my return of investment. It is a 2nd home, but it is also an investment, just like any real estate purchase. Without the capability of renting it short term, I will be forced to sell at a loss and the house will sit vacant until I am able to reach a successful negotiation and closing.

There are inherent property rights that come with being an owner of a property. One of those is the right to rent.

Per the National Association of Realtors:

Limited Scope of Zoning Authority:

While most short term regulation are adopted as a general regulation under local government "police power" some communities have instead chosen to regulate STR's under the zoning code. The problem with this approach is that the regulation of STR's does not fall within the scope of local zoning authority. The reason is the long established principle that "zoning deals with land use, not the owner, operator or occupant of the land" Zoning inherently pertains to land rather than the land owner- it "deals basically with land use not the who owns it or occupies it." Zoning regulation of STR's violates this fundamental principle in that it focuses not on the use of land, but on the form of one's interest in the property (ie owner or enter) and the duration of the occupancy (short term vs long term) It is residential use either way.

Many courts have already set precedent by ruling that residential rentals, whether short term or long term, does not change the residential status of the use. They are not considered commercial use in these court rulings.

"Residential use" has been consistently interpreted s meaning that the use of the property is for living purposes, or a dwelling, or a place of abode. The transitory or temporary nature of such use does not defeat the residential status."

Thank you for taking the time to read my concerns about Short Term Rental Regulations. I look forward to meeting all of you when I am on Tybee.

Regards,

Sherry Oxendine

Sherry Oxendine Keller Knapp Realty Cell: (404) 695-2600

From:Barry BrownSent:Wednesday, July 10, 2019 11:15 AMTo:Jan LeVinerSubject:Fwd: July 11, 2019 Council Meeting, Re: Short-Term Vacation Rentals

Sent from my iPadBarry Brown

Begin forwarded message:

From: Kathy Sanford <<u>harrier@nycap.rr.com</u>> Date: July 9, 2019 at 9:08:12 PM EDT To: <<u>mayor@cityoftybee.org</u>>, <<u>jbranigin@cityoftybee.org</u>>, <<u>bbrown@cityoftybee.org</u>>, <<u>ssessions@cityoftybee.org</u>>, <<u>wdoyle@cityoftybee.org</u>>, <<u>jlivingston@cityoftybee.org</u>>, <<u>mparks@cityoftybee.org</u>> Subject: July 11, 2019 Council Meeting, Re: Short-Term Vacation Rentals

Transmitted via e-mail only

July 10, 2019

The Honorable Jason Buelterman, Mayor of Tybee Island The Honorable John Branigin, Member, Tybee Island City Council The Honorable Barry Brown, Member, Tybee Island City Council The Honorable Shirley Sessions, Member, Tybee Island City Council The Honorable Wanda Doyle, Member, Tybee Island City Council The Honorable Julie Livingston, Member, Tybee Island City Council The Honorable Monty Parks, Member, Tybee Island City Council

Re: Short-Term Vacation Rental Issues

Dear Mayor Buelterman and Members of the City Council:

I respectfully request that this letter be included in the record of the City Council Meeting of July 11, 2019, where a presentation is scheduled on the topic of Short-Term Vacation Rentals. My concern is the possible banning of STVR's based on a generalization of all STVR owners as greedy and uncaring about the quality of life of year-round residents. Any discussion should acknowledge the category of owners who are part-time residents, possibly planning to be full-time residents, who try to participate in the community when we are there and also want the quality of life on Tybee to remain enjoyable for local residents (as I consider myself to be when I am there). I don't get to vote, although I pay full taxes (i.e., no homestead exemption).

When my late husband and I house-hunted on Tybee in August 2015, we had no plans to enter the vacation rental market. Our intent was to find our future retirement home, with a plan to initially live there in the late winter and early spring and become permanent residents within 5

Page 21

to 10 years. Consistent with this plan, we spent 105 consecutive days on Tybee each year during 2016, 2017 and 2018 – late January through early May – and enjoyed it so much that we accelerated our schedule and set a moving date for February 2019. That did not come to fruition as my husband unexpectedly passed away on January 1. While my plans are unclear at the moment, I continue to maintain my property on Tybee and hope to live there at some point in the future. Therefore, I continue to have a vested interest in quality of life on the island.

Short-term rental was suggested to us by year-round Tybee residents and our decision to participate was based primarily on the consideration that it was better both for us and the neighborhood for the house to be monitored, maintained and occupied rather than vacant when we were not there. Yes, the income does help me offset expenses which is certainly helpful, but it was never our goal to exploit the character of the island for our financial gain. The character of the island is the reason we loved it there. Local businesses that rely on tourism contribute to that character, and I believe having my house occupied year-round instead of seasonally helps promote the success of those businesses.

As part-time residents in 2016-2018, my husband and I:

- Hired a plumber, an electrician, a handyman and a groundskeeper who all live on Tybee (and requested that our rental agency use the same vendors throughout the year),
- Shopped at IGA, Chu's, XYZ Liquors and the Farmer's Market,
- Ate at Tybee restaurants 99% of the time that we ate out,
- Attended events at the Tybee Post Theater,
- Patronized other local businesses such as Tim's Bike Rental and Salon Isobe,
- Participated in the volunteer tree-planting effort in February 2017 to fill gaps in the median near Jaycee Park caused by Hurricane Matthew,
- Participated in community fundraisers such as the BBQ dinner and Huc-a-poos' garage sale in the Spring of 2017 for local fire victims,
- Donated the proceeds of a personal garage sale to residents impacted by Hurricane Irma, and
- Encouraged our guests -- via our property's Facebook page -- to patronize local businesses, particularly after Hurricanes Matthew and Irma.

I hope the above list will persuade you to think of STVR owners as community members, not absentee investors only interested in money and exploitation. I do not believe I am the only STVR owner who is an active participant in the community with as much concern as year-round residents about quality of life on the island.

My house sits 20 feet away from another short-term rental. While I have not been there during the Summer, we did experience three St. Patrick's Day weekends and three Spring Breaks. Although we did not have problems, I can understand how impactful it would be if the house were over-occupied, there were too many cars and the occupants were hooting and hollering and playing loud music all night. The agency that manages our rental and the one next door does not rent to unrelated groups of people under the age of 25 and does enforce vehicle limits. In fact, most of the negative reviews on the agency's Facebook page are from potential renters who were turned away because of the age restriction and actual renters corrected during their stay about the parking restriction. Managing these impacts does appear to be doable without

As a current part-time resident and potential future full-time resident, I hope workable solutions can be found that do not impede use and enjoyment of property by those of us who choose – for a variety of reasons – to participate in the short-term vacation rental market.

Sincerely,

Kathy Sanford, Owner Egrets' Landing, 15 Soda Rock Lane harrier@nycap.rr.com

Item Attachment Documents:

5. Appointment to Development Authority/Main Street Board: Crystal Travaille, Tybee Cottage Art Gallery



July 18, 2019

Development Authority/Main Street Board of Directors,

Tybee Island, Georgia

Hello,

My name is Crystal Travaille, I own and operate the Tybee Cottage Art Gallery on Hwy 80. Our business has been growing strong on Tybee since September of 2015.

I am interested in the voting position on the Development Authority/Main Street Board. I am thankful Tybee has the opportunity to be involved with this program. Small businesses on the island are very important, as there is only 1 national chain business on the island. Numerous restaurant bars, and small shops service the thousands of tourists that visit the island every year. They are owned and operated by local families and ran by residents. I believe I can be a helpful voice on the island.

Thank you for your consideration,

Crystal Travaille Tybee Cottage Art Gallery tybeecottageart@gmail.com 912-675-8824



Item Attachment Documents:

6. Appointment to Tybee Island Historic Preservation Commission: Anthony Turpin



Via email to: (jleviner@cityoftybee.org)

July 18, 2019

Ms Janet LeViner City Clerk Tybee Island, GA 31328

Re: Tybee Island Historic Preservation Commission (HPC)

Dear Janet,

Please accept this letter as my formal request to be considered a member of the Tybee Island HPC. I understand that this is a voluntary position and no compensation, nor benefits are provided, but expenses related to the position are considered.

My resume is included, but it does not reflect my new job as Coastal Area Manager for R.W. Allen Construction LLC. I started that position on May 16th and my office is at 222 E. Bay Street, Savannah, GA 31401.

For a quick summation, I am a registered architect in Georgia and Rhode Island with a Master of Architecture from the Georgia Institute of Technology. I was born in Hiawassee, Georgia and have, at various times, lived in Boston, Atlanta, Cumming and Paris, France. I have over 35 years of experience, the last 24 years, of which, was running a 55-person architectural design firm in Alpharetta, Ga (w/ a 15-person satelitte office in Pittsburgh). I was Principal and partial owner for the last 14, of my 24, years with Pieper O'Brien Herr Architects. Prior to that, I was the project manager on the renovations of the Putnam County Courthouse, which is on the National Register of Historic Places.

I resigned my position and relocated to Tybee Island with my wife on May 2, 2019 and we have a house under construction at 28 Naylor Ave. I have a deep appreciation of the historic architecture of Savannah and Tybee Island, coupled with a desire to always encourage professional, artistic and creative contemporary design successfully within the historic texture and context of Tybee Island. I am interested in serving my community and this would be a wonderful opportunity. We moved here to work and retire, and to have a unique destination for our 2 grown children and 4 young grandchildren to visit.

Please let me know if you need anything else. Thank you for your consideration.

Warmest Regards,

Anthony J. Turpin AIA NCARB PO Box 1544 Tybee Island, GA 31328 770.364.9156 (mobile)

Enclosure: Resume

cc: Jan Will (via email)

ANTHONY J. TURPIN AIA NCARB

8 Lighthouse Ln. - PO Box 1544 - Tybee Island, GA 31328 anthonyjturpin@gmail.com / (770) 364-9156

PROFESSIONAL SUMMARY

I have over 35 years of diverse experience throughout the entire design and construction process. Just recently serving as Principal/Studio Director of a 55-person firm, leading municipal, justice, recreation and worship projects from programming through design and construction closeout. My background includes working with city and county government agencies on a variety of technically complex projects. While focusing on business development, programming, concept design, budget control, scheduling, contract negotiation, document coordination, quality control and construction administration, I have completed over 120 projects equating to over \$825 million dollars in construction cost. I have successfully led many projects in a variety of construction delivery methods including, design-build design/bid/build and CM@Risk. I present a focused and deliberate approach to every project type and have a history of resolving any design and construction challenges in a positive manner.

EXPERIENCE

Pieper O'Brien Herr Architects (POH) (1995-2019) - Leader of Municipal, Worship and Justice Studios Precision Planning (PPI) (1993-5) Chapman Coyle Chapman (CCC) (1985-7 & 1988-93) Huygens DiMella Shaeffer, Boston, MA (HDS) (1987-8) Jova Daniels Busby (JDB) (1984-5)

Overview of Experience (all with POH, unless noted otherwise):

JUSTICE

- Arcade Municipal Court
- Banks County Courthouse (Renovation) Homer, GA
- Crawford County Courthouse (Renovation) Roberta, GA
- Crisp County Courthouse Cordele, GA
- Cobb County Superior Courthouse Marietta, GA
- Cobb County Superior Courthouse (Law Library/Grand Jury/Courtrooms) Marietta, GA
- Cobb County State Court (Security Needs Assessment) Marietta, GA
- Cobb County Magistrate Offices Renovation Marietta, GA
- Duluth Municipal Court and Police Headquarters
- General Services Administration (GSA) Bankruptcy Court Greenville, NC
- Gwinnett County Justice & Administration Center Expansion (in process) Lawrenceville, GA
- Hall County Courthouse Renovation (22,000sf in process) Gainesville, GA
- Hartwell Municipal Court
- Kennesaw Municipal Court
- McDonough Municipal Court
- Whitfield County Courthouse (Renovation) Dalton, GA
- Towns County Courthouse (Programming) Hiawassee, GA
- Union County Courthouse (Programming/Concept Planning) Blairsville, GA
- Putnam County Historic Courthouse Renovation (with PPI) Eatonton, GA

Forum on Courthouse Security Design 2016 - sponsored by The Georgia Council of Superior Court Judges (CSCJ) and Georgia Sheriffs' Association (GSA). Providing input on trends and developments on security design for Georgia courthouses, with the intent to support a required update to the 2012 Georgia Standards for the Security of Courthouses and Other Court Facilities.

MUNICIPAL

- Arcade City Hall and Police HQ (renovation/addition)
- Alpharetta City Hall (concept design)
- Banks County Courthouse Annex Homer, GA
- Brookhaven City Hall (renovation)
- Cobb County Morgue Renovation Marietta, GA
- Cobb County 10 East Park Square Renovation (county offices) Marietta, GA
- Cobb County Senior Center (Bridging Documents) Austell, GA
- Cobb County On Demand Services (2013-Present)
- East Point Government Complex Master Plan
- East Point City Hall (Program & Conceptual Design)
- Gordon County Parking Deck Calhoun, GA
- Hall County On Demand Services (2017-Present)
- Hall County Government Center HVAC/Elect. Evaluation Gainesville, GA
- Hartwell City Hall, Police HQ & Jail
- Hiawassee Town Center Master Plan
- Norcross On Demand Services (2017-Present)
- Towns County Senior Center (CDBG concept design) Hiawassee, GA
- Lilburn City Hall/Police Department (with PPI)
- Gordon County Health Department (with PPI) Calhoun, GA
- Greene County Health Department (with PPI) Greensboro, GA
- Barrow County Health Department (with PPI) Winder, GA
- Union County DFCS Concept Design (with a previous firm) Blairsville, GA
- Gwinnett County Civic and Cultural Center PAC (with a previous firm) Duluth, GA

PUBLIC SAFETY

- Alpharetta Police Department (renamed Alpharetta Department of Public Safety)
- Alpharetta Department of Public Safety (Phase 2 expansion/renovation)
- Alpharetta E911 expansion
- Brookhaven Police Department (renovation)
- Covington Police Department (retrofit 26,000sf in process)
- Cochran Police Department (programming/concept design/probable cost)
- Cobb County Public Safety Education Facility (@ Safety Village) Marietta, GA
- Cobb County Police Headquarters (programming/site concepts) Marietta, GA
- Cobb County Police & Fire Department Training Facility (programming/site concepts) Marietta, GA
- Cobb County Police HQ (Threat Assessment Study) Marietta, GA
- Cobb County Narcotics Storage Facility (in process) Marietta, GA
- Fayetteville Fire Station (in process)
- Gainesville Fire Station (Schematic Design)
- Roswell Fire Station No. 4
- Roswell-Alpharetta Public Safety Training Center Roswell, GA
- Snellville Police Department

WORSHIP

- Blackshear Place First Baptist Church (now Christ Place Church) Oakwood, GA
- Christ Place Church Masterplan Oakwood, GA
- Christ The Shepherd Lutheran Church (renovation/addition) Alpharetta, GA
- Epiphany Lutheran Church Expansion & Masterplan Suwanee, GA
- First Redeemer Church Youth Addition (Middle School) Cumming, GA
- First Redeemer Church Children's Addition (Nursery-Elementary concept design) Cumming, GA
- First Redeemer Church Adult Classroom Addition (concept design) Cumming, GA
- Free Chapel Sanctuary Expansion and Media Studio Gainesville, GA

- Mt Bethel UMC Master Plan (renovation & expansion concept in process) Marietta, GA
- Oak Hill Baptist Church (Sanctuary & Education Addition)- Griffin, GA
- Ravi Zacharias International Ministries (RZIM) Alpharetta, GA
- Word of Faith Life Training Center/Wedding Chapel Austell, GA
- Word of Faith Seeds of Excellence Daycare Center Austell, GA
- Young Life Multi-Purpose Facility (concept design) Cumming, GA

RECREATIONAL

- Cumming Dogwood Center Multipurpose Facility (concept design)
- East Point Recreation & Aquatics Facility (conceptual design in progress)
- Gwinnett County Parks (Lions Club, Alexander, Jones-Bridge, Sweetwater, etc.)
- Kennesaw/Smith-Gilbert Gardens Visitors Center (in process)
- Meeks Park Pool House Blairsville, GA
- North Fulton Centre for the Arts Conceptual Design Alpharetta, Georgia
- Riverside EpiCenter (gym, bowling, wellness, rock climbing wall)– Austell, GA
- Taylor Farm Park Hiram, GA
- Towns County Recreation & Conference Center Young Harris, GA
- Towns County Recreation Center Hiawassee, GA
- Union County Senior Center Blairsville, GA
- Word of Faith Athletic Fields (Hartman Rd concept) Austell, GA

CORRECTIONAL

- Small Jail Prototypes (Article in Correctional News)
 - Banks County Law Enforcement Center Homer, GA
 - Bleckley County Jail Cochran, GA
 - Madison County Jail Danielsville, GA
 - Oglethorpe County Jail Lexington, GA
 - Towns County Jail Young Harris, GA
 - Union County Jail Blairsville, GA
- Catoosa County Jail Ringgold, GA
- Catoosa County Jail Work Release (concept design) Ringgold, GA
- Catoosa County Jail Dayroom Security Renovations Ringgold, GA
- Dawson County Jail (programming/concept design) Dawsonville, GA
- Floyd County Jail (renovation & expansion) Rome, GA
- Forsyth County Detention Center & Sheriffs' Offices (Conceptual Design) Cumming, GA
- Johnson County Jail Wrightsville, GA
- Pulaski County Jail & Sheriffs' Office Hawkinsville, GA
- Rockdale County Jail Women's Release Conyers, GA
- Tattnall County Jail (prefab cell concept) Reidsville, GA
- Sumter County Jail Americus, GA
- Whitfield County Law Enforcement Center Dalton, GA (Article in Correctional News)

EDUCATIONAL

- JJ Daniel Middle School Science Classrooms Marietta, GA
- Lost Mountain Middle School (prototype with CCC) Kennesaw, GA
- Powder Springs Middle School (prototype re-use with CCC)

MICELLANEOUS

- Georgia Power Customer Care Center McDonough, GA
- Riverside EpiCenter Conference Center Austell, GA
- Inhibitex Medical Lab Office Building Alpharetta, Georgia
- Bank of Hiawassee (now State South) Convenience Center Prototypes (concept design)
- Pro Cleaners (concept design) Alpharetta, GA

- Saturn of Thornton Road Douglasville, GA
- Putnam County Senior Living Center (Concept Design) Eatonton, GA
- Chateau Elan Conference Center (with CCC) Braselton, GA
- Naval Submarine Base Housing (with JDB) Kings Bay, GA
- MacIntosh Farms Townhouses (with HDS) Sharon, MA
- ADA Assessments of Polling Stations Towns County, GA
- ADA Assessment of House Adaptation (injured USPS employee) General Services Administration

EDUCATION

- Master of Architecture, Georgia Institute of Technology, 1988
- Bachelor of Science, Georgia Institute of Technology, 1983
- Ecole des Beaux-Arts, Paris, France, 1982-3
- Young Harris College, 1978-9

REGISTRATIONS

Registered Architect in Georgia / Rhode Island / Iowa

AFFILIATIONS

- American Institute of Architects (AIA)
- National Council of Architectural Registration Boards (NCARB)
- Academy of Architecture for Justice (AIA-AAJ)
- Georgia Council of Court Administrators (GCCA)
- National Association of Court Management (NACM)
- Georgia Municipal Association (GMA)
- Association of County Commissioners of Georgia (ACCG)
- Georgia Sheriffs' Association (GSA)
- American Correctional Association (ACA)
- United States Green Building Council (USGBC)
- Georgia Recreation & Park Association (GRPA)

SOFTWARE

 Microsoft Office365 (Outlook, Excel, Word, OneNote, PowerPoint), Microsoft Project, Prezi, Bluebeam Revu, Adobe Acrobat Reader, Newforma, Deltek Vision, Autodesk (Revit Review)

INTERESTS

- Classic Literature, Literary Theory, Golf, Sporting Clays, Hiking, Paddleboarding, Softball, Tennis

References available upon request

Item Attachment Documents:

7. Appointment to Ethics Commission: Mark Reed





City of Tybee Island P.O. Box 2749 – 403 Butler Avenue, Tybee Island, GA 31328 (912)786-4573 – FAX (912) 786-5737 www.cityoftybee.org

Statement of Qualification for Ethics Commission

STATEMENT OF QUALIFICATION: I, MARL RED, have interest in serving on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Ethics Code, Section 3. Member Qualification.			
I have resided in the City of Tybee Island for at least one year. I am registered to vote in City elections. I do not hold elected City office. I am not a candidate for elected office of the United States, this state, this county, or this City.			
Signed: MuhAul Date: 8/3/19			
Contact information:			
Home Address: 1515 Lovell Ave, Typee Island, GA			
Mailing Address: SAME			
Home Phone Number: <u>912-712-8162</u> Cell Phone Number: <u>912-712-8162</u>			
Email Address:MARKNRJED ZOO anail . Com			
References: Michael Pappas Dennis Alexander			
Dennis Alexander			

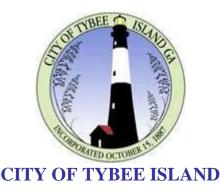
Item Attachment Documents:

8. Site Plan approval/Special review: modular building added to the lot – 714 Lovell Avenue –Zone R-2 – 40005-19001 – Tybee Island Charter School dba Tybee Island Maritime Academy.



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 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: <u>AUGUST 8, 2019</u>

Item: <u>SITE PLAN/SPECIAL REVIEW</u>

Explanation: MODULAR BUILDING ADDED TO THE LOT-714 LOVELL AVE.-ZONE R-2 -40005 19001 –TYBEE

ISLAND CHARTER SCHOOL DBA TYBEE ISLAND MARITIME ACADEMY

Paper Work: <u>YES</u> 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: <u>Lschaaf@cityoftybee.org</u>

Date given to Clerk of Council: 08/01/2019

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





STAFF REPORT PLANNING COMMISSION MEETING: July 15, 2019 CITY COUNCIL MEETING: August 8, 2019

LOCATION: 714 Lovell Ave.PIN: 40005 19001APPLICANT: Tybee Island Maritime AcademyOWNER: Roman Catholic Diocese of SavannahEXISTING USE: SchoolPROPOSED USE: SchoolZONING: R-2PROPOSEDZONING: R-2USE PERMITTED BY RIGHT: Yes with Special ReviewVertice School

COMMUNITY CHARACTER MAP: Commercial Gateway

APPLICATION: Site plan with special review

PROPOSAL: The applicant requests site plan to add a modular building beside existing school buildings.

ANALYSIS: The Tybee Island Maritime Academy has a growing enrollment but is running out of classroom space. They are proposing a four classroom modular building on an empty portion of the existing property. The Catholic Diocese of Savannah has given permission for the school to expand in this area. While the applicant has agreements in place for engineering and surveying services there is no drainage plan nor survey of the property included in the application as required. The additional classrooms would require 14 off-street parking spaces per code. Only 10 spaces are shown, all of which are in the City's right of way. There is also no ADA space shown. The dumpster is also shown in the City's right of way.

The Comprehensive Plan describes the Commercial Gateway in which it lies as follows:

This area functions as an activity center and serves as the commercial gateway for the City. Zoning classifications are C-1, C-2, R-1, R-1B, R-T and R-2. The mix of neighborhood commercial uses include shopping, crafts, restaurants, and eco-tourism.

	Comprehensive Plan – Community Character Area			
	Commercial Gateway			
	Recommended Development Strategies	Meets Strategy Y/N or N/A		
1.	Future development and redevelopment should be very pedestrian oriented with safe connections to adjacent neighborhoods and commercial areas	Y		
2.	Promote mixed densities of residential development, including upstairs residential over commercial.	N/A		
3.	Encourage mixed uses to provide for the daily needs of residents and tourists.	N/A		
4.	Commercial uses should be low intensity and consistent with the existing character.	N/A		
5.	Encourage development/redevelopment of existing vacant properties and underutilized structures	Y		
6.	Encourage the preservation, restoration and adaptive reuse of historic structures through	N/A		

	incentives	
7.	Beautification and façade improvement projects should be implemented to improve area	N/A
	aesthetics	
8.	Preserve/retain buildings that can house small businesses.	N/A

STAFF FINDING

The application is incomplete. While this is a needed building for the growth of TIMA, staff cannot recommend approval.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

- A. Site plan review application
- B. Site plans
- C. Property card
- D. SAGIS map



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CITY OF TYBEE ISLAND SITE PLAN APPROVAL APPLICATION

Applicant's Name Tybee Island Charter School dba Tybee Island Maritime Academy
Address and location of subject property: 714 Lovell Avenue, Tybee Island, GA 31328
PIN <u>40005 9001</u> Applicant's Telephone Number 912-713-0318
Applicant's Mailing Address PO Box 1519, Tybee Island, GA 31328
Brief description of the land development activity and use of the land thereafter to take place on the property:
Modular building to be added to the lot next to 714 Lovell Avenue adding school classrooms
Property Owner's Name The Most Reverend Gregory John Hartmayer, OFM Conv. Roman Catholic Bishop of the Diocese of Savannah, St. Michael's Catholic Church Telephone Number 912-786-4505
Property Owner's Address: 2170 East Victory Drive, Savannah, GA 31404-3918
Is Applicant the Property Owner?YesXNo
If Applicant is the Property Owner, Proof of Ownership is attached: Yes
If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached heretoX lease agreementYes
Current Zoning of Property <u><i>R</i>-2</u> Current Use Empty lot
Names and addresses of all adjacent property owners are attached: Yes George will get
If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the Applicant has made campaign contributions aggregating to more than \$250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following: a. The name of the local government official to whom the campaign contribution or gift was made; b. The dollar amount of each campaign contribution made by the applicant to the local government official

- during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution; c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to
- the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

Jortner, CFO 6/27/19

Signature of Applicant

NOTE: Other specific data is required for each type of Site Plan Approval.

 Fee Amount \$
 Check Number
 Date

NOTE: This application must be accompanied by following information:

- 1 copy, no smaller than 11 x 17, of the proposed site plan and architectural renderings. \smile
- 1 copy, no smaller than 24 x 36, of the engineered drainage and infrastructure plan.
- 1 copy, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping kplan.
- **Disclosure of Campaign Contributions**

The Planning Commission may require elevations or other engineering or architectural drawings covering the proposed development.

The Mayor and Council will not act upon a zoning decision that requires a site plan until the site plan has met the approval of the City's engineering consultant. (Note: Section 5-080 (A) requires, "Once the engineer has submitted comments to the zoning administrator, a public hearing shall be scheduled.")

The Applicant certifies that he/she has read the requirements for Site Plan Approval and has provided the required information to the best of his/her ability in a truthful and honest manner.

forme (FO

Signature of Applicant

_____ <u>6/21/19</u> Date

CITY OF TYBEE ISLANDFee \$500SPECIAL REVIEW APPLICATION
Applicant's Name TYBEE ISLAND CHANTER Sclool DBA TYBEE ISLAND MARITIME ACADEMY
Address and location of subject property 714 LOVELL AVENUE
PIN 40005 19001 Applicant's Telephone Number 912-713-0318
Applicant's Mailing Address PO BOX 1519 Ty BEE ISLAND, 6A 31328
Brief description of the land development activity and use of the land thereafter to take place on the property:
ADDING MODULAR BUILDING WITH 4 CLASSROOMS & 2 REST ROOMS MOST REVENEND GREGORY JOHN HANTMAYER
Property Owner's Name OFM, Roman CATHOLIC BISHOP Telephone Number 912-736-4505 STMILLAREL'S CATHOLIC CHUICH
Property Owner's Address 2170 EAST VICTORY DRIVE, SAUANNAH, GA 31404-3918
Is Applicant the Property Owner? Yes No
If Applicant is the Property Owner, Proof of Ownership is attached: Yes
If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached hereto.
Current Zoning of Property <u>R-2</u> Current Use <u>Empty Lot</u>
Names and addresses of all adjacent property owners are attached: Yes
If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the

Applicant has made campaign contributions aggregating to more than \$250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following:

- a. The name of the local government official to whom the campaign contribution or gift was made;
- b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
- c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

nb orner CFO

6/27/19

Signature of Applicant

NOTE: Other specific data is required for	or each type of Special Review.
---	---------------------------------

 Fee Amount \$_____
 Check Number _____
 Date ______

City Official

NOTE: This application must be accompanied by following information:

A detailed description of the proposed activities, hours of operation, or number of units.

13 copies, no smaller than 11 x 17, of the proposed site plan and architectural renderings.

Disclosure of Campaign Contributions form

The Applicant certifies that he/she has read the requirements for Site Plan Approval and has provided the required information to the best of his/her ability in a truthful and honest manner.

Lerb Jortin 6-27-19 Date

Signature of Applicant

Sec. 5-070. - Standards for special review.

Land uses listed in <u>Article 4</u> of this Land Development Code that are permitted after special review must follow an administrative procedure prior to the issuance of any land development permit.

- (A) *Review criteria.* The planning commission shall hear and make recommendation upon such uses in a district that are permitted after special review. The application to establish such use shall be approved by the mayor and council on a finding that:
- (1) The proposed use will not be contrary to the purpose of this Land Development Code;
- (2) The proposed use will not be contrary to the findings and recommendations of the master plan;
- (3) The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers;
- (4) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement associated with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use;
- (5) The proposed use will not be affected adversely by the existing uses of adjacent properties;
- (6) The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use;
- (7) The parking and all development standards set forth for each particular use for which a permit may be granted will be met.
- (B) Additional mitigation requirements. The planning commission may suggest and the mayor and council may impose or require such additional restrictions and standards (i.e., increased setbacks, buffer strips, screening, etc.):
- (1) As may be necessary to protect the health and safety of workers and residents in the community; and
- (2) To protect the value and use of property in the general neighborhood.
- (C) Adherence to requirements. Provided that wherever the mayor and council shall find in the case of any permit granted pursuant to the provisions of these regulations, noncompliance of any term, condition, or restrictions upon which such permit was granted, the mayor and council shall rescind and revoke such permit after giving due notice to all parties concerned and granting full opportunity for a public hearing.
- (D) *Permit longevity.* If a building permit or other preparations or conditions are required prior to implementing special review approval granted by the mayor and council such permitting or other preparations or conditions must occur within 12 months from the date of special review 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 planning commission and mayor and council. In the event of a hardship or other extension of permit approval. Permit extensions may not be approved in extenuating circumstances for a period of no more than 180 days. Should the permit not be exercised in the extension period it will expire.

(Ord. No. 05-2013, 1-10-2013)



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES _____ NO __X ____

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF \$250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature $\underline{\int M}$ \underline{M} \underline{M} \underline{J} \underline

PARID: 40005 19001 ROMAN CATHOLIC DIOCESE OF SAVANNAH

713 BUTLER AVE

Most Current Owner

WOSt Current Owner							
Current Owner		Co- Owner	Address 1	Address 2	City	State	Zip
ROMAN CATHOLIC DIO SAVANNAH	DCESE OF		2170 E VICTORY D	R	SAVANNAH	GA	31404
Digest Owner (January	7 1)						
Owner		Co- Owner	Address 1	Address 2	City	State	Zip
Roman Catholic Dig Savannah	OCESE OF		2170 E VICTORY D	R	SAVANNAH	GA	31404
Parcel						1	
Status Parcel ID Category Code Bill # Address Unit City Zip Code Neighborhood Class Appeal Status		400 730 302 713 TYE 313 205	TIVE 105 19001 10 - School (Public,St, 19258 9 BUTLER AVE 3EE ISLAND 128- 1500.00 - T500 TYBEE - Exempt - Churches		R R		J
Legal Description Legal Description Deed Book Deed Page Permits		LO	TS 16A 13B 14B 15B	16B 17B 8	a 17A WARD2	2 TYB	EE
Permit # P	ermit Date		Status	Туре	Amount		
190054-6 0	1/22/2019		Hold	HT	\$6,500.00		
140821-5 12	2/17/2014		Complete	RF	\$135.00		
130439-4 0	7/12/2013		Complete	SN	\$29,420.00		
13-0327-3 0	5/22/2013		Complete	RN	\$200,000.00)	

Complete

\$0.00

СМ

DUMMY-1

12/09/2004

Inspection

Inspection Date	Reviewer ID
06/03/2015	LKWOMACK
04/24/2010	LALOWRIM
12/09/2004	WWROBERT

Appraised Values

		the second s		
Tax Year	Land	Building	Appraised Total	Method
2019	1,275,400	343,700	1,619,100	Cost - MS
2018	1,275,400	354,500	1,629,900	Cost - MS
2017	1,275,400	377,500	1,652,900	Cost - MS
2016	1,275,400	395,700	1,671,100	Cost - MS
2015	1,275,400	418,200	1,693,600	Cost - MS
2014	1,275,400	447,300	1,722,700	Cost - MS
2013	1,275,400	473,200	1,748,600	Cost - MS
2012	1,275,400	474,900	1,750,300	Cost - MS
2011	1,275,400	474,900	1,750,300	Cost - MS

Land

Line Number		
Line Number	1	
Land Type	S - SQUARE FOOT	
Land Code	G2 - GENERAL COMMERCIAL 2	
Square Feet	33,126	
Acres	.7605	
Influence Code 1	-	
Influence Code 2	-	
Influence Factor		
Land Value	1,275,350	

Residential Building

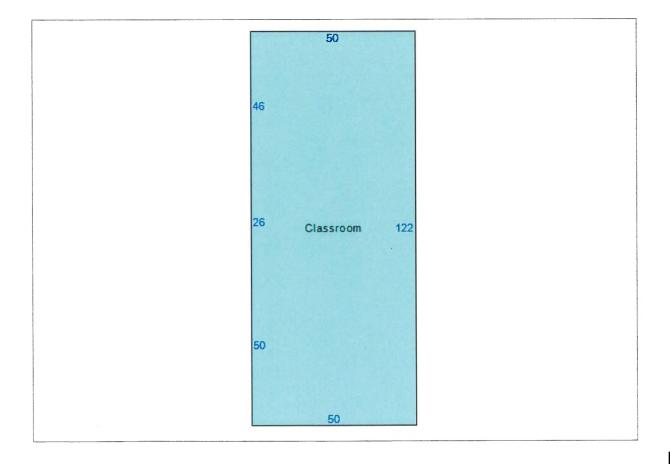
Card #	3	- 9621 0920
Actual Year Built	1980	
Effective Year Built	1980	
Туре	1 - Single Family Residence	
Style/Stories	2 - TWO STORY	
% Complete	100	
Quality	300	
Condition	AV - AVERAGE	
Living Area	3,006	
Basement Area	Complete C.M. 0	

Page 45

Finished Basement Area	No
Bedrooms	3
Full / Half Baths	1/0

OBY

Card	# Description	Year Built:	Grade:	Units:	Override:	Area:
1	1243 : Canopy, Wood Frame, Light False Mansard	1990		1		572
1	1238 : Canopy, Wood Frame, Light False Mansard	1980		1		40
Com	mercial Building					1 of 2
Card						1
Actua	al Year Built					1978
Effec	tive Year Built					1990
% Co	omplete					100
Main	Occupancy				356 : Cla	ssroom
Quali	ty / Condition				1 / A-AVE	ERAGE
Units						
Total	Area					6,100
Base	ment Area					
Finisl	hed Basement Area					No

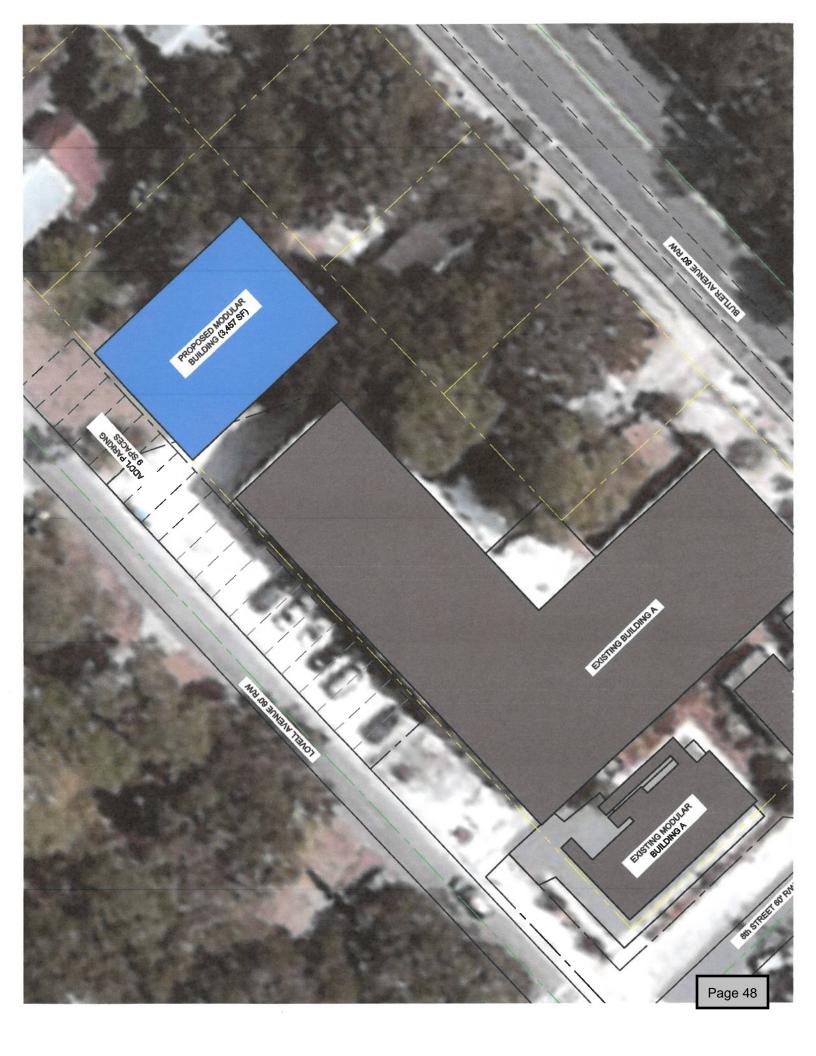


Page 46

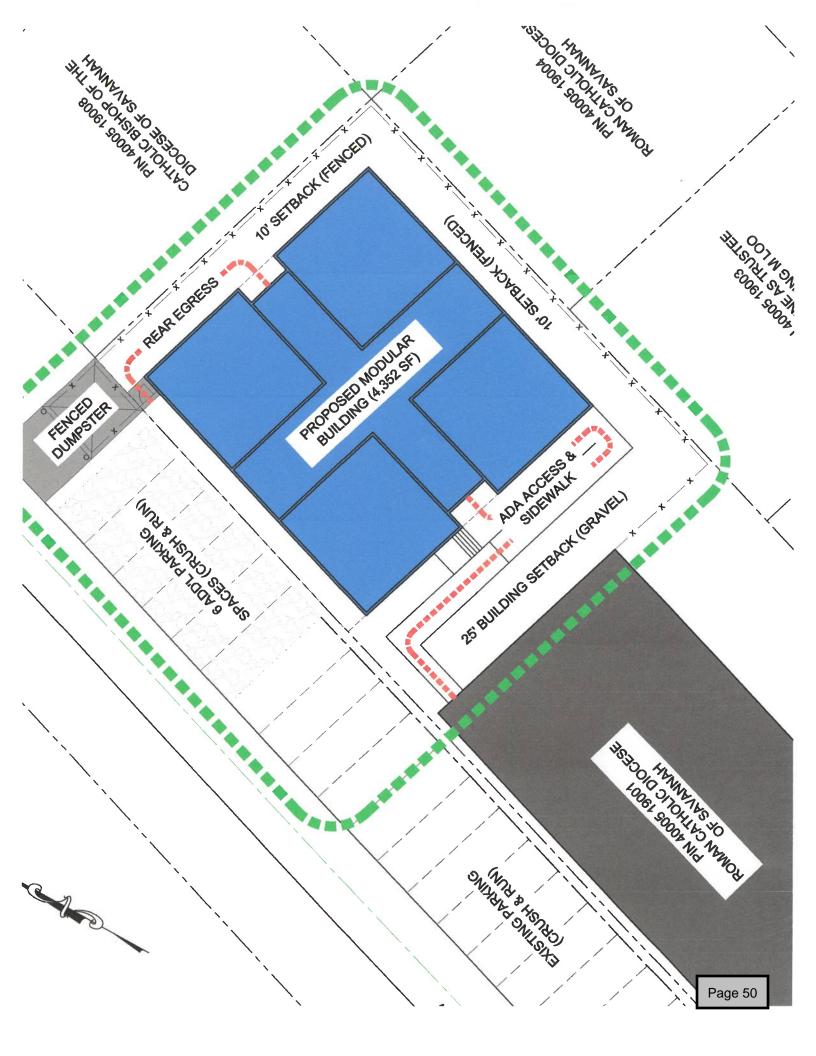












MODULAR BUILDING SYSTEMS		
Vanguard Modular Building Systems Corporate Office 3 Great Valkey Parkway: Sulte 170 Malvern, PA 19355 877-438-8627 www.vanguardmodular.com	64'-0"	
4 CLASSROOM FLEX PLEX WITH RESTROOMS	BE-O	
This document and all information contained herein, are the proprietary data and trade secrets of Vanguard Notaber Building Spatams (VNIIS), This document and the information (Schlaw)). Difference This document and the information contained herein may not be reproduced, used, or disclosed in any number, or to any orderet. Writen authoritation by a prior to use any disclosed section must be obtained prior to use any disclosement of the complete page. VAN		
Drawing Date: Project: 3/5/15 FLEX PLEX Drawn By: Drawling: VANGUARD 4CR1G NTS 4CR1G		Page 51

SECOND AMENDMENT TO LEASE

Landlord and Tenant entered into a Lease Agreement on the 6th day of March 2013, which was later amended pursuant to that certain First Amendment to Lease dated March 7, 2014. The property which is the subject of said Lease is located at 714 Lovell Avenue, Tybee Island, Georgia. The parties now wish to amend said lease a second time by amending the following terms as the same are presently found in the amended lease:

5.1 – Tenant shall be responsible for maintenance of the fencing around the playground.

5.2 – In addition to the provisions of Section 5.2 of the Lease Agreement, Tenant shall be permitted to place an additional 4 classroom module with 2 restrooms, approximately 4352 square feet: on the empty plot located on Lovell Ave. as set forth in the attached Exhibit labeled G-001 attached hereto and incorporated herein by reference. The location for the module will be on the common ground. Tenant shall be solely responsible for all costs and expenses associated with the placement and upkeep of the module and/or any renovation in the existing structures which may be necessitated by the placement of the module. Tenant will pay the sum of Seven hundred and no/100ths (\$700.00) Dollars per month for the exclusive use of this common lot area. Tenant will provide and install and maintain a privacy fence between the common ground area where the additional new module is placed. Tenant will place the trash dumpster receptacle in a place acceptable to the City of Tybee and the trash company, accessible for pick-up, and properly enclosed in accordance with City of Tybee regulations.

10.3 – Tenant shall be responsible for obtaining any additional insurance required under this section of the lease to cover said additional classroom module and all provisions of said section are incorporated herein in full. IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to Lease to be signed, as of the 30^{++} day of M+9, 2019.

TENANT – Tybee Island Charter School, Inc. DBA Tybee Island Maritime Academy

hhu

Witness

Witness

BY: ITS: raid reining

LANDLORD – The Most Reverend Gregory John Hartmayer, OFM Conv., as Roman Catholic Bishop of the Diocese of Savannah or his Successors or Assigns

Witness

> 03m low. BY:+

ITS: _____

Witness



Tybee Island Maritime Academy P.O. Box 1519, Tybee Island, Georgia 31328

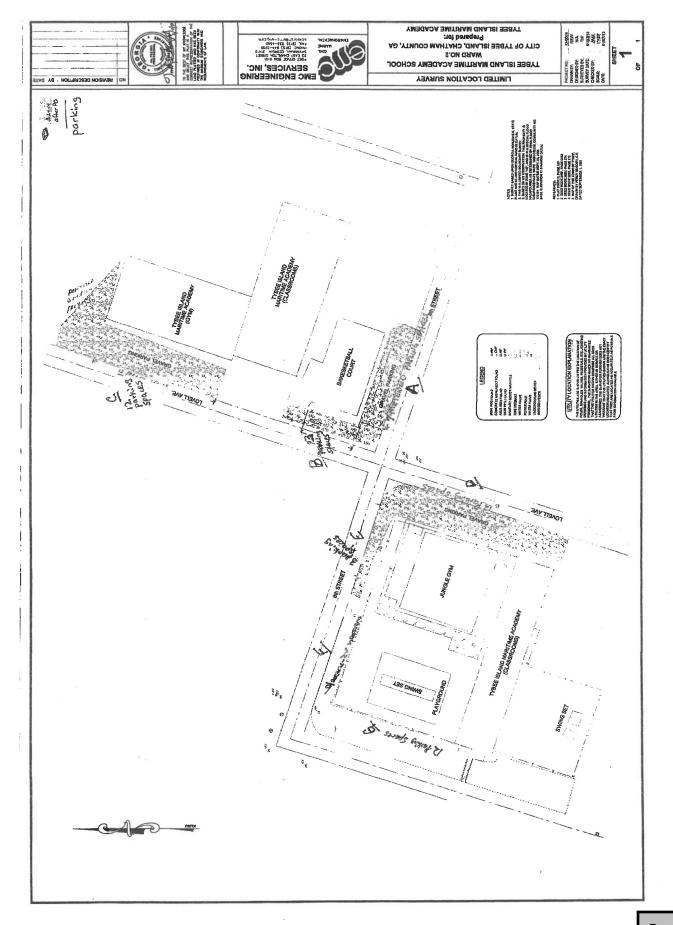
June 27, 2019

Parking Plan

Please see attached drawing:

- A. 7 metered parking spaces (8th St)
- B. 3 gravel parking spaces (Lovell Ave)
- C. 12 gravel parking spaces (Lovell Ave)
- D. 12 gravel parking spaces (Lovell Ave)
- E. 3 Sparking spaces (8th St)
- F. 6 parking spaces used only when there are large school functions (8th St)
- G. 12 parking spaces used when extremely large school functions (2nd Ave)
- H. 9 additional spaces in front of the new modular unit
- I. St. Michael's Catholic Church authorization to use parking lot.

There is additional metered parking across the street from A and on Butler Avenue.



Saint Michael Catholic Church

Founded July 5, 1891



Fron PASO

April 2, 2014

Mr. Jason Buelterman Mayor City of Tybee Island PO Box 2749 403 Butler Avenue Tybee Island, Georgia 31328

> Re: Tybee Island Maritime Academy **Zoning Application**

Dear Mr. Mayor:

At a recent meeting held concerning the application by the Tybee Island Maritime Academy for the ability to locate two (2) modular classroom units on property belonging to the Diocese of Savannah and St. Michael's Catholic Parish, it was noted that parking might be an issue on occasion.

At our Parish Council meeting on Thursday, March 27, 2014, the Parish Council discussed this issued and a motion and vote was made, and it was agreed that if "overflow" parking was needed on various occasions by the school such would be permitted in our church parking lot, as long as said parking did not interfere with our regular church services and events.

I hope this information will help the City in reaching its decision.

Sincerely,

FA. YOM

Rev. Thomas J. Peyton Pastor

Cc: Parish Council Tybee Island Maritime Academy

> 802 Lovell Avenue, Tybee Island, Georgia 31328 Phone (912) 786-4505 Fax (912) 786-4166

Gammon Surveying & Associates, LLC 6 River Bluff Drive Savannah, GA 31406 Phone: 912-655-4891 June 17, 2019

Jason Ball Ball Maritime Group 4 Cedar View Court Savannah, GA 31410

> Re: Survey Services for Topographic Survey Tybee Island Maritime Academy Chatham County, Georgia Letter Agreement for Services

Dear Mr. Ball

Thank you for requesting our land surveying services for the above said project.

The following is a brief description of our proposed Scopes of Service to be provided:

SCOPES OF SERVICES

A. Survey Phase

Partial Tree and Topographic Survey – The Surveyor will conduct a tree and topographic survey of the above said property. The survey will depict one foot contour intervals based on NAVD88 vertical datum. The scale of the drawing or drawings depicting the topographic survey shall be 20 scale or agreed upon by the Engineer and Surveyor prior to commencement of the survey. Work shall include establishing basic horizontal (NAD 83) and vertical NAVD 88) control. The survey will consisted of locating readily visible storm drainage structures, water distributions, sanitary sewer system, ditches, swales, roadways, and the location of above ground readily visible improvements and surface evidence of underground utilities within the project area. Trees 12" in diameter will be located. Deliverable will consist of a 22" x 34"

Partial Boundary Survey – The Surveyor will conduct a Boundary Survey of a portion of the above said property in City of Savannah, Chatham County, GA. The survey shall meet the state and local required minimum technical standards. The survey will be depicted on the same 22 inch x 34 inch border with the tree and topographic survey, or a size required by the governing agency and will include the property, City and County with metes and bounds, flood hazard lines, the location of above ground readily visible improvements to the property.

Lump Sum Fee: \$3,000.00

_____ Owner's Initials

_____ Surveyor's Initials

Jason Ball Shore Blanton Construction June 17, 2019 Letter Agreement for Services Page 2

If additional survey work is needed it will need to be agreed upon in writing by the Surveyor and Owner. The additional survey work will be on a time and expense basis. See Surveying Rate Sheet.

B. Exclusions

Items not included in the scope of services are as follows:

- Subdivision plat
- Archaeological report and survey
- Geotechnical investigation and/or report
- Phase One or Phase Two Environmental Assessments
- Endangered species survey
- Act as an expert witness for legal activities

GENERAL CONDITIONS OF THE CONTRACT

Article 1 - Surveyor's Responsibilities

The Surveying services performed under this Agreement shall be consistent with sound Land Surveying practices and shall incorporate that federal, state, and local regulations and standards that are applicable at the time the Surveyor rendered his services.

The Surveyor will strive to perform services under this Agreement in a manner consistent with that level of care and skill exercised by members of the profession currently practicing in the area under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

Article 2 – Owner's Responsibilities

The Owner shall make all provisions for the Surveyor to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

The Owner is responsible to provide the necessary building plans upon which time the Surveyor may rely to do his work.

The Owner is responsible for payment of all fees associated with the project. Such fees include but are not limited to plat review and application fees, and recording fees. The Surveyor will notify the Owner regarding the amount of fees and timing of payment.

Article 3 – Payment

For services rendered, Owner shall pay Surveyor as outlined in the Letter Agreement for Services.

_____ Owner's Initials

Surveyor's Initials

Jason Ball Shore Blanton Construction June 17, 2019 Letter Agreement for Services Page 3

Payment for services on the basis of "Time & Expense" shall be paid in accordance with the schedule of charges attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after 45 days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

Special billing and payment arrangements may be made as mutually agreed.

Surveyor reserves the right to suspend work hereunder or any other work to be performed by Surveyor for Owner or any of its affiliates under a separate agreement or agreements with Surveyor in the event of delinquent payment by Owner to Surveyor hereunder or in the event of delinquent payment by Owner or its affiliates to Surveyor under a separate agreement or agreements.

Article 4 - Miscellaneous

All digital information, field data and notes calculations, and other documents prepared by the Surveyor as instruments of service shall remain the property of the Surveyor. The Surveyor shall retain these records for a period of two (2) years following completion of the work during which paper copies will be made available to the Project Owner at all reasonable times for the cost of reproduction.

Services to be performed by the Surveyor under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of the Surveyor toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

The Owner agrees to limit the Surveyor's liability to the Owner and to Contractors, and Subcontractors on the project, due to the Survey Professional's negligent acts, errors, or omissions, such that the total aggregate liability of the Survey Professional to those named shall not exceed \$1,000.00 or the Survey Professional's total fee for services rendered on this project, whichever is greater.

The Owner shall indemnify and hold the Surveyor harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction in the premises. Defense costs shall include the time and expenses of the Surveyor's personnel to assist in the defense of the issuance of the permit or certificate.

We propose that payment for our services will be as follows:

Topographic Survey

Lump Sum Fee \$3,000.00

We anticipate commencement of our work within ten calendar days from receipt of your written authorization to proceed, with completion within ten business days after commencement of work.

Owner's Initials

_____ Surveyor's Initials

Jason Ball Shore Blanton Construction June 17, 2019 Letter Agreement for Services Page 4

This proposal, including the General Conditions of the Contract contained within this agreement, represents the entire understanding between you and us with respect to the Project and may only be modified in writing signed by both of us.

It is our understanding that this executed agreement constitutes authorization to proceed with this project.

If the arrangements set forth in these documents are acceptable to you, please sign and initial where designated in the spaces provided below and return a copy to us for our files. This proposal will be open for acceptance until June 30, 2019, unless changed by us in writing.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

Very truly yours,

Gammon Surveying & Associates, LLC

By: <u>Thomas G Gammon</u> Thomas G. Gammon, RLS Principal

TGG / jog

ACCEPTED: _____, 2019

By _____

TITLE

_____ Owner's Initials

_____ Surveyor's Initials



June 25, 2019

Mr. Perb Fortner Chief Financial Officer Tybee Island Maritime Academy PO Box 1519 Tybee Island, GA 31328

re: Letter Agreement for Professional Services – PN 19-1000 Engineering Support, Tybee Island Maritime Academy Expansion

Dear Perb:

Thank you for requesting the professional services of Ball Maritime Group, LLC (BMG). We understand that the project consists of the following for Tybee Island Maritime Academy (Client): Engineering Design and Permitting for the development of a 6,000-sf facility on 0.76-acres on Tybee Island, Georgia (Attachment 1 & 2). The proposed effort will be conducted under the supervision of a professional engineer with a specialty in industrial and commercial site development. BMG understands that the Client desires to construct a new modular classroom facility with vehicle and pedestrian access from the existing facility, additional parking spaces, a dumpster pad, and other ancillary utilities. The project will require provisions for water, sewer, power, communications, stormwater management, and possibly irrigation. The standards required by the City of Tybee Island will be used for this design and the approval process required to obtain a land disturbance permit (and other approvals).

Scope of Services

The following is a brief description of our proposed Scope of Services to be provided:

BMG will conduct a field investigation of the property and review any existing information (e.g.: surveys, plans, drawings, schematics, public data) to gain familiarity with the layout and existing conditions. After this investigation and a review of the as-built information, BMG will compile all existing information available and develop the conceptual submittal required for the Land Disturbance Application to the City of Tybee Island (Planning Commission included). This plan in consideration with the modular building proposal (Attachment 3) will be used to advance the regulatory strategy for the facility which will include the following key components: 1) National Pollution Discharge Elimination System (NPDES) permit program and 2) City of Tybee Island Land Disturbance Activity Permitting. The planning effort provided by the Client (Justification for classroom size) will act as the baseline for the Basis of Design (BOD) developed and used to develop the Final Engineering Design. BMG will concurrently advance into the engineering design phase which includes three components: 1) Drawings, 2) Specifications, and 3) Cost Estimate. The deliverables will be as follows:

- A. Basis of Design including Conceptual Plan
- B. Final Engineering Design for Regulatory Submittal and Construction (Utility Calculations, Stormwater Calculations, 100% Drawings, Specifications, Cost Estimate)
- C. NPDES Submittals
- D. Asbuilt Drawings

Expense and Reimbursement Costs

ADDRESS	PHONE	WEB	
4 Cedar View Court, Savannah, GA 31410	(912) 662.2914	ballmaritim	Page 61

Expenses including printing, reproduction, travel (outside of Chatham County), lodging, meals, boat, equipment, testing and laboratory, computer charges, filing fees, courier fees, mailing costs, etc. will be billed at cost per Exhibit B. Travel in BMG vehicles will be billed at the IRS mileage reimbursement rate.

Detailed Fee Proposal

Service	Fee Туре	Budget \$2,000	
Task 1 – Analysis Phase	Lump Sum		
Task 2 – Basis of Design Phase	Lump Sum	\$1,250	
Task 3 – Design Phase	Lump Sum	\$4,000	
Subconsultants (Survey)	Owner Provided		
Expense Costs – Miscellaneous	Cost Per Exhibit B	\$250	
Total Budget	Not-to-Exceed	\$7,500	

The above not-to-exceed fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project at the direction of the Client. We anticipate commencement of our work immediately from receipt of your authorization to proceed with completion dictated by Task and Client requirements, anticipate submittal to the City of Tybee Island within 60-days from authorization. This proposal, Exhibit "A" and Exhibit "B" represent the entire understanding between you and us with respect to the Project and may only be modified in writing signed by both parties. It is our understanding that no work will commence until written authorization is provided to us by you for the Project.

If the arrangements set forth in these documents are acceptable to you, please sign and initial where designated in the spaces provided below and return a copy to us for our files. This proposal will be open for acceptance until August 1, 2019, unless changed by us in writing.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

Regards, Jason P. Ball, PE, D.PE, D.NE

President Ball Maritime Group, LLC ACCEPTED: ______, 2019 BY ______ TITLE _____



063551271

ADDRESS	PHONE	WEB	
4 Cedar View Court, Savannah, GA 31410	(912) 662.2914	ballmaritim	Page 62

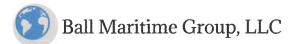


If authorized by the Client in writing, BMG shall furnish or obtain from others, Additional Services of the following types that are not considered normal or customary Basic Services:

- 1. Revising previously accepted studies, reports, design documents, or Contract Documents when such revisions are due to causes beyond BMG's control;
- 2. Furnish the services of special consultants for other than the civil, structural, electrical, and mechanical engineering defined in the Scope of Services. Special services include tasks such as geotechnical exploration, underwater investigation, laboratory testing and inspections of samples, materials, and equipment;
- 3. Preparing to serve or serving as a consultant or witness for Client in any litigation, public hearing, or other legal or administrative proceeding involving the Project;
- 4. Defending the issuance of any permit or certificate for the Project. Services for the defense against third party actions opposing or appealing the issuance of any permit or certificate for the Project will commence with receipt of notification of the action; and/or
- Services after completion of the Construction Phase, such as inspections during any equipment, material, or construction guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

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EXHIBIT "B" STANDARD CHARGES SHEET



\$100/day

Planning and Engineering Services/Hourly Rates

Principal/Senior Port Planner/Chief Economist	\$185 to \$275/hour
Project Manager/Professional Engineer/Senior Analyst	\$120 to \$200/hour
Staff Engineer/Engineer-in-Training/Analyst	\$75 to \$150/hour
Designer/Technician	\$65.00 to \$100.00/hour
Field Representative	\$75.00 to \$95.00/hour
Administrative/Clerical	\$55.00 to \$65.00/hour
Reimbursable Expenses	
Reproduction, Postage, Overnight Delivery, Courier Service	At Cost
Long Distance Telephone Calls, IT Support, Modeling, Software Licensing	At Cost
Travel in Town (Regional by Vehicle)	IRS Rate (2019)
Travel Out of Town (Regional, National, & International)	At Cost

Level/Transit

Remarks

Services and fees not listed above will be quoted upon request in writing.

Invoices will be submitted once a month for services rendered during the previous month.

Payment will be due within thirty (30) days of invoice date. Interest will be added to delinquent accounts at the rate of 1.5% for each month of delinquency.

Ball Maritime Group, LLC reserves the right to escalate these rates on an annual basis.

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TYBEE ISLAND MARITIME ACADEMY Tybee Island Maritime Academy P.O. Box 1519 Tybee Island, Georgia 31328

July 1, 2019

To Whom It May Concern,

Tybee Island Maritime Academy (TIMA) is a public charter school under the Savannah Chatham County Public School System We have grown to 295 students and have expanded to utilize every bit of space available to us. We expect to increase the number of students even more.

In June, the Principal (Mr. Peter Ulrich) and four teachers attended the All Hands on Deck conference in Norfolk, VA. The conference featured speakers and panel discussions addressing broad areas of maritime workforce training. The twoday conference addressed opportunities to enhance and expand maritime training, marine technology, ship building and repair, as well as port management, workforce training, and education throughout the country.

They were able to collaborate with community and technical colleges, K-12 educators, Maritime Administration (MARAD), US Coast Guard and industry partners to reach the goal of growing and sustaining a world-class maritime workforce for the years ahead!

For the 2019-2020 school year we will be adding a Makers class and a Coding Class for our students. Makers create, tinker with old technology, and invent new things. Maker teachers inspire their students to dream up their own inventions, experiment, fail and experiment again until they've made something personally meaningful. Maker education is a combination of hands-on learning and project-based learning. Coding is essential to help students thrive in a future driven by technology. When you teach coding, you also teach skills like critical thinking and problem solving.

The City of Tybee along with the YMCA has generously allowed us to use the gym for our physical education classes. Live Oaks Library System has allowed us to use the library and each child has a library card. We have had to turn part of our gym/cafeteria into classrooms to accommodate the number of students.

To meet the additional space demand due to enhancing our project based learning into STEAM (Science, Technology, Engineering, the Arts and Math), the additional numbers of students and the need to take back our gym/cafeteria in full, TIMA needs to add additional classrooms to our campus.

We propose to add a modular building to the lot north of the gym, which would include 4 classrooms, a large girls' restroom and boys' restroom. This building will be connected to all utilities, internet services, security and fire alarm services. This will only increase parking space needs by 4 spaces.

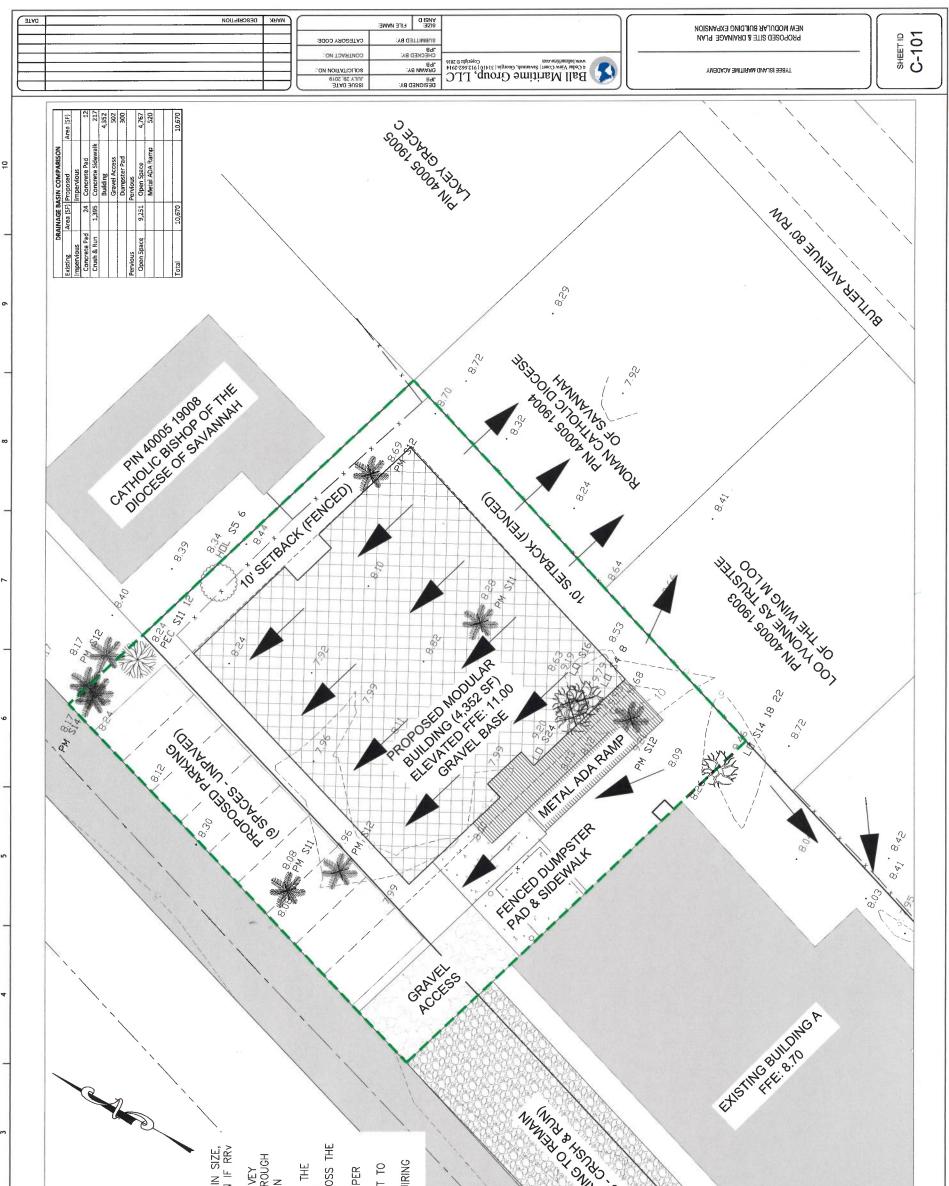
We are presenting our request for approval without engineering, surveying and expensive start up costs to prevent wasting valuable money without approval to move forward. We assure you that we will meet all ordinance and code requirements once we are approved to start the work as we did in 2014.

We request approval to move forward to add the structure to our footprint.

Sincerely, finck President

Perb Fortner CFO

See list of attachments



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Lisa Schaaf

Downer Davis <dkdjr071419@yahoo.com></dkdjr071419@yahoo.com>
Monday, July 22, 2019 4:49 PM
George Shaw
Lisa Schaaf; jason@ballmaritime.com
Tybee Island Maritime Academy

After reviewing the preliminary documents in your office last Tuesday, Jason contacted me and we discussed the design requirements. I now have sufficient detail of a drainage design concept (based on a current topographic survey) to offer the following comments

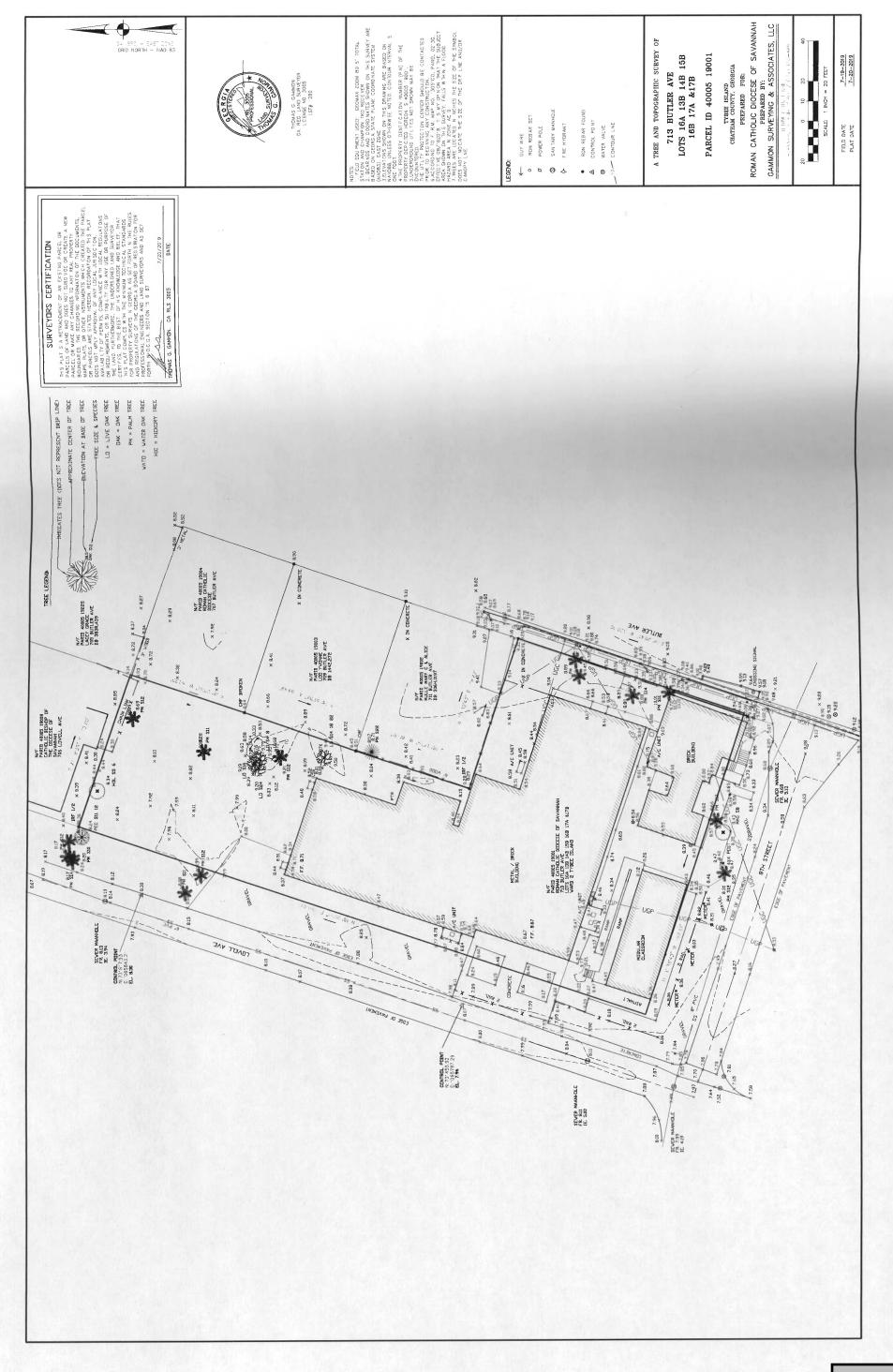
- 1. The Engineer is correct that the CSS spreadsheet and related evaluations and documents are not required based on the scope of this drainage project. Specifically, water quality and runoff volume reduction exhibits are not required. However, as I advised Jason Ball in our phone conversation, peak runoff in any direction will not be allowed above the predevelopment rate for the Type III, SCS 25-year, 24-hour storm. (Per Article 16 of the Land Development Code). In this instance, Lovell Ave discharge appears to be the outfall area of concern. Concrete surfaces referenced in the notes need to be clearly identified on the plan and accounted for in a simple drainage report.
- 2. The Engineer is correct that there does not appear to be a dependency on this project area by the property of others for drainage conveyance. It does continue to convey minor yard runoff onto the lot to the east, under the same ownership. This is not a concern of the reviewer.
- 3. More detail is needed on the proposed drainage pattern. Documentation is to be provided showing this. There are no proposed elevations to show implementation of the proposed drainage pattern referenced in phone conversation and indicated by flow arrows. The exhibit/plan needs to clearly delineate between existing and proposed elevations, contours, and flow direction arrows.
- 4. There were no dimensions shown on the lot lines.
- 5. The ADA ramp indicates a connecting ADA pathway, but no detail is given on the pathway. The total parking count for this facility with the number of ADA parking spaces (including van accessible should be noted on the plan or in other documentation acceptable to the Clty.
- 6. If the parking is to be unpaved, the method of stabilization needs to be clarified.
- 7. With flow continuing beneath the building, the method of stabilizing this shaded/covered area needs to be addressed.
- 8. No erosion and sedimentation controls were shown.
- 9. The final plans will require a signed GA PE Seal with supporting drainage calculations.

This is the same criteria that the previous school buildings were reviewed under approximately 5 years ago.

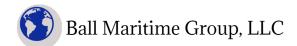
While the list may appear huge, it's not. The existing topo and the design concept presented verify that there are no significant obstacles to completion of a full drainage design. There's not a huge effort needed to provide the additional detail needed prior to the construction phase. I anticipate the Engineer can address these comments well before the end of the public meetings.

Downer





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August 1, 2019

Mr. George Shaw Planning & Zoning Manager City of Tybee Island P.O. Box 2749 Tybee Island, GA 31328

re: PN 19-1000 – TIMA Expansion: Stormwater Management Plan

Dear George:

This submittal has been assembled based on our understanding of the project, the requirements for stormwater management discussed with Mr. Downer Davis, PE, and the previous responses from the Planning Commission. In order to meet the requirements for approval, it is our understanding that the proposed site must not increase the impervious coverage from the pre-developed site and the site must detain the post development stormwater run-off below water is released from the site currently. Please refer to the submitted plans for information complimentary to this narrative. The engineering drawings for the project will reflect the actual construction activities proposed below (Attachment D).

Pre-development and Post Development Considerations

The project site is considered to be the property boundaries on the north and east, the north edge of the existing gym, and the edge of pavement along Lovell Avenue. This is approximately 0.25-acres. The pre-development impervious coverage on the site is 0.21-acres. The post development conditions will include additional impervious area to accommodate the garbage dumpster pad, but impervious area will be reduced in the existing parking areas along Lovell Avenue to balance out the net results. The table below reflects this change. The modular building does not count as an increase in impervious area due to it being elevated and the footprint being used as a gravel infiltration best management practice. Unpaved parking is currently provided along Lovell Avenue and will remain that way for this project.

TABLE 1 – DRAINAGE BASIN COMPARISON				
Existing	Area (SF)	Proposed	Area (SF)	
Impervious		Impervious		
Concrete Pad	24	Concrete Pad	12	
Crush & Run	1,391	Crush & Run	502	
		Dumpster Pad	300	
		Concrete Sidewalk	217	
Pervious		Pervious		
Open Space	9,271	Gravel Building Pad	4,352	
		Open Space	4,783	
		Metal ADA Ramp	520	
Total	10,686		10,686	
Percent Impervious	13%		10%	



ADDRESS

Based on a topographic survey performed for the site in July 2019 by Gammon Surveying (Attachment A), there is no runoff through the site from the adjacent properties. The run-off generated from the impervious surface of the modular building rooftop in a 25-yr 24-hr storm event will be pitched to eastern side into a 6" gutter. The run-off will be conveyed downward through four 4"x4" downspouts to the ground level into energy dissipators. The run-off will then drain from the east to the west over the re-graded site, traveling through the gravel base installed beneath the footprint of the building. It is anticipated that no drainage will leave the site under these design conditions.

The volume of run-off generated from the roof top will be approximately 114-cubic feet using a 25-year 24-hour storm event with an intensity of 0.33-inches (from GSMM Volume 2 for Savannah). A gutter sizing spreadsheet was used to confirm the minimum number of downspouts and gutter size required (Attachment B). This will be used for the design of the modular building. The volume of storage provided by the 6" gravel base beneath the building is approximately 870.4-cubic feet using a porosity factor of 0.4 for gravel. Since the soils are Group A (Attachment C – Web Soil Survey), it assumed that the infiltration rate is 6"/hour or 2,176-cubic feet per hour. This means the infiltration practice will drain in approximately 30-minutes or less. The site will effectively accommodate the 25-year 24-hour storm event onsite without contributing to any conditions downstream of the site.

We look forward to any questions you may have after reviewing this submittal. Please contact our office if you have any questions, concerns, or desire additional information.

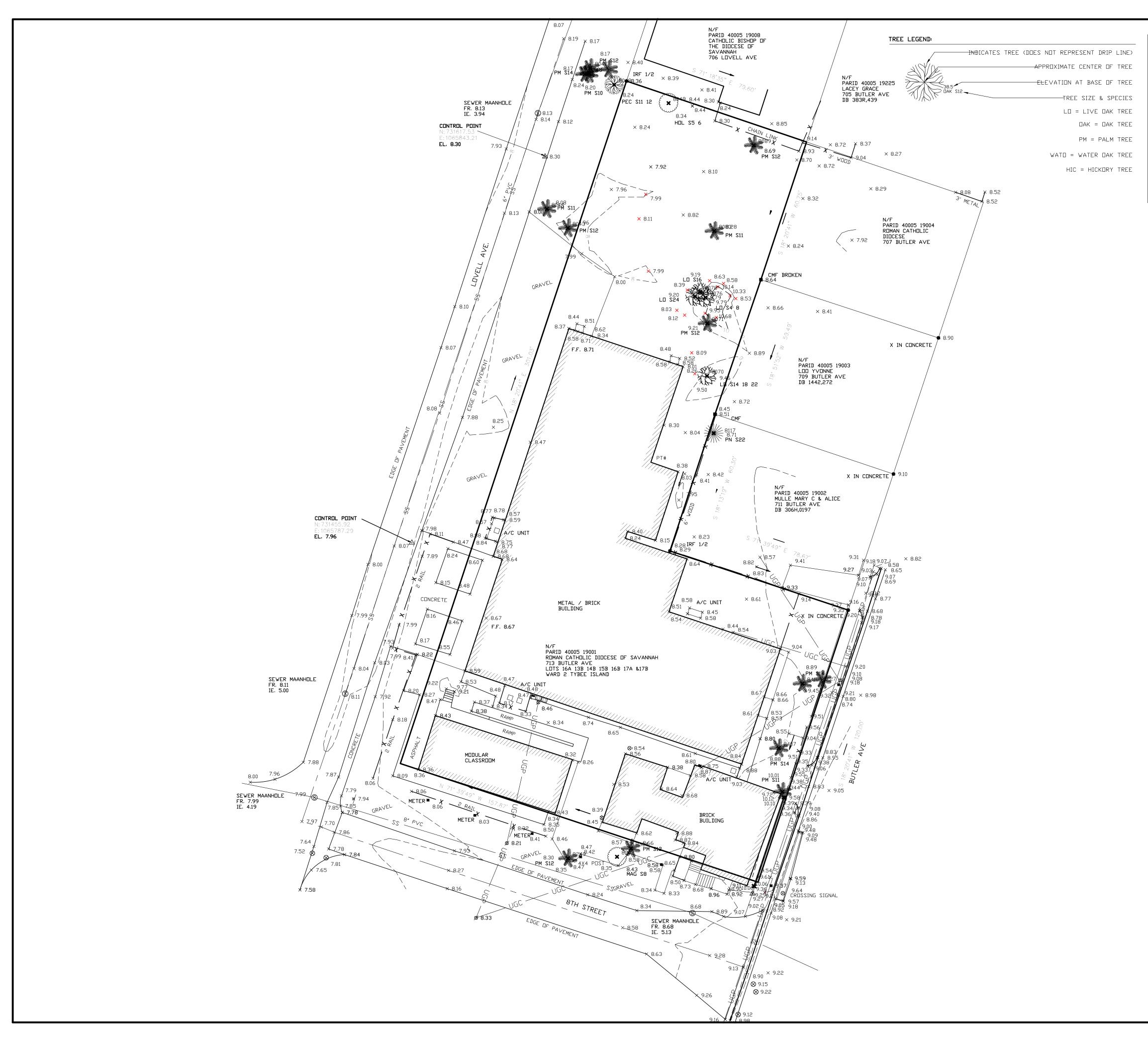
Regards.

Jason P. Ball, PE, D.PE, D.NE President Ball Maritime Group, LLC

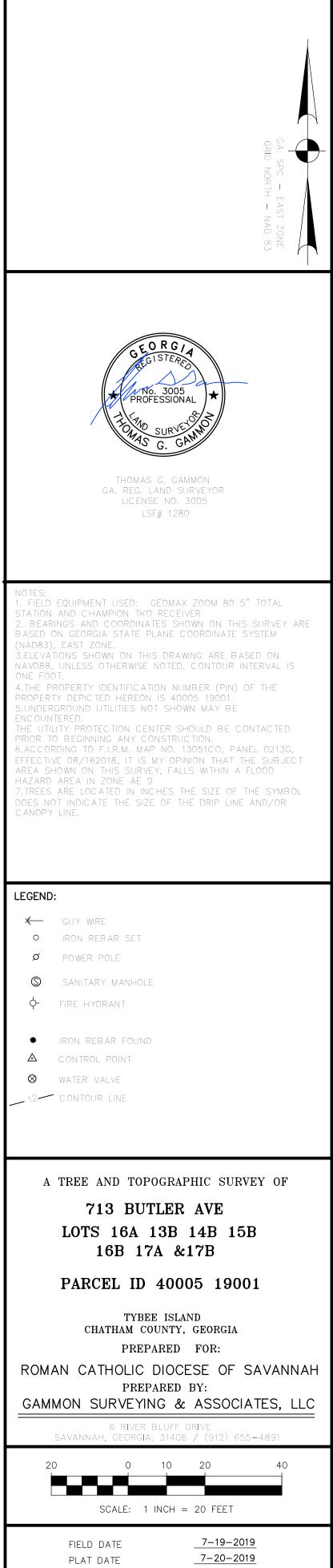
Attachments:

Attachment A – Survey w/ Topography Attachment B – Gutter Sizing Tool Attachment C – Web Soil Survey Attachment D – Site Plans

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Bryan and Chatham Counties, Georgia

Cuc—Chipley-Urban land complex

Map Unit Setting

National map unit symbol: 46g9 Elevation: 20 to 450 feet Mean annual precipitation: 44 to 52 inches Mean annual air temperature: 64 to 70 degrees F Frost-free period: 230 to 290 days Farmland classification: Not prime farmland

Map Unit Composition

Chipley and similar soils: 60 percent Urban land: 35 percent Minor components: 5 percent Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Chipley

Setting

Landform: Flats Landform position (three-dimensional): Rise Down-slope shape: Linear Across-slope shape: Convex Parent material: Marine deposits

Typical profile

H1 - 0 to 6 inches: fine sand *H2 - 6 to 77 inches:* fine sand

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 24 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Low (about 3.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified Land capability classification (nonirrigated): 3s Hydrologic Soil Group: A Hydric soil rating: No

Minor Components

Osier

Percent of map unit: 5 percent

USDA

Landform: Depressions, swales, flats Landform position (three-dimensional): Dip Down-slope shape: Concave, linear Across-slope shape: Concave, linear Hydric soil rating: Yes

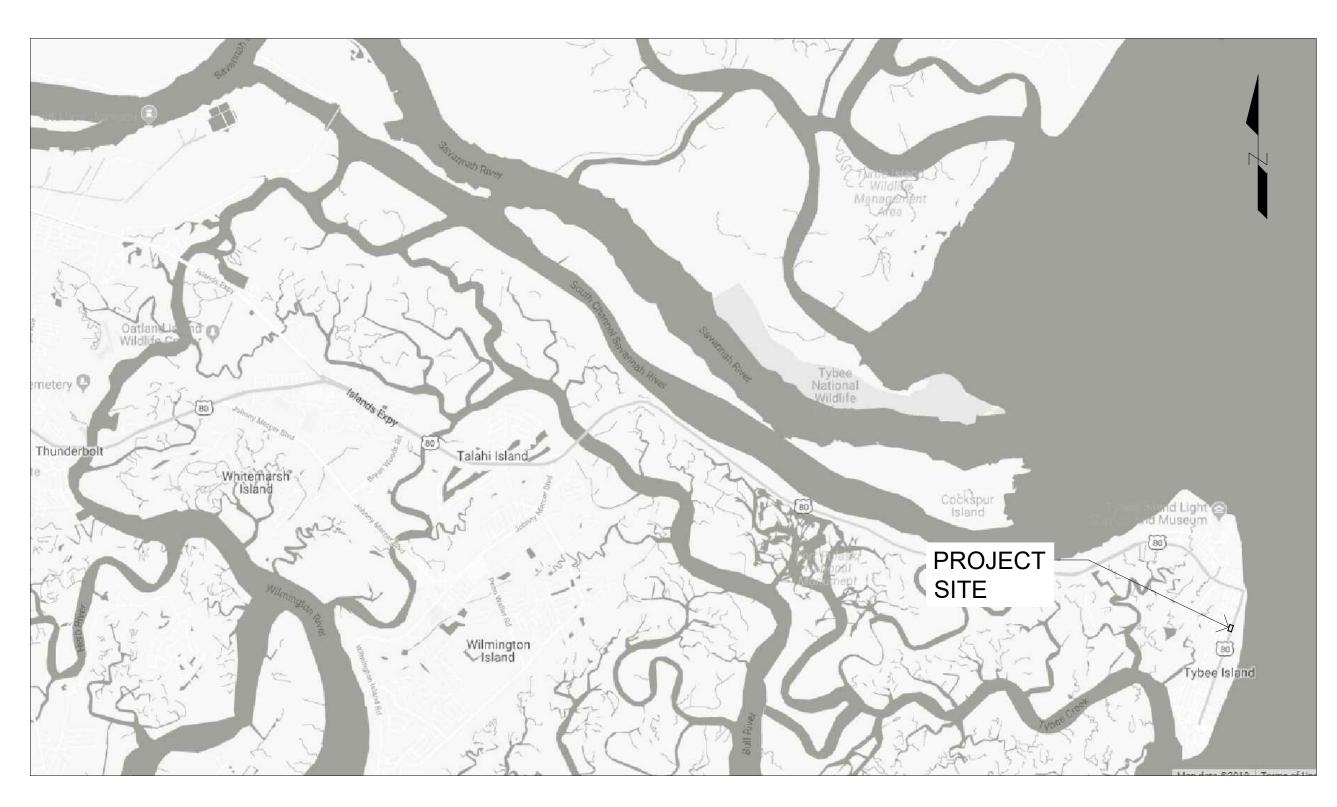
Data Source Information

Soil Survey Area: Bryan and Chatham Counties, Georgia Survey Area Data: Version 13, Sep 13, 2018



TYBEE ISLAND MARITIME ACADEMY

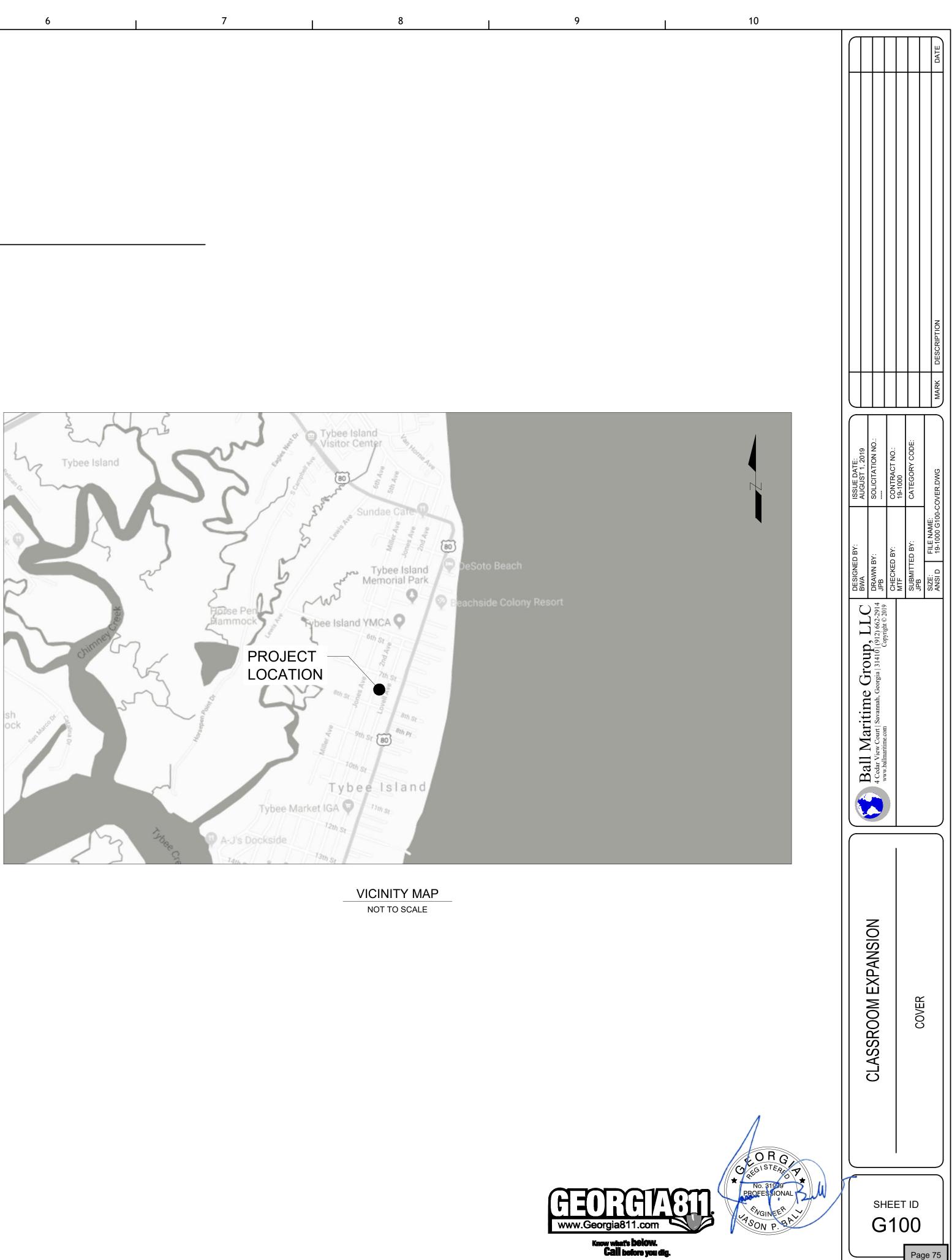
CLASSROOM EXPANSION PROJECT NUMBER: 19-1000

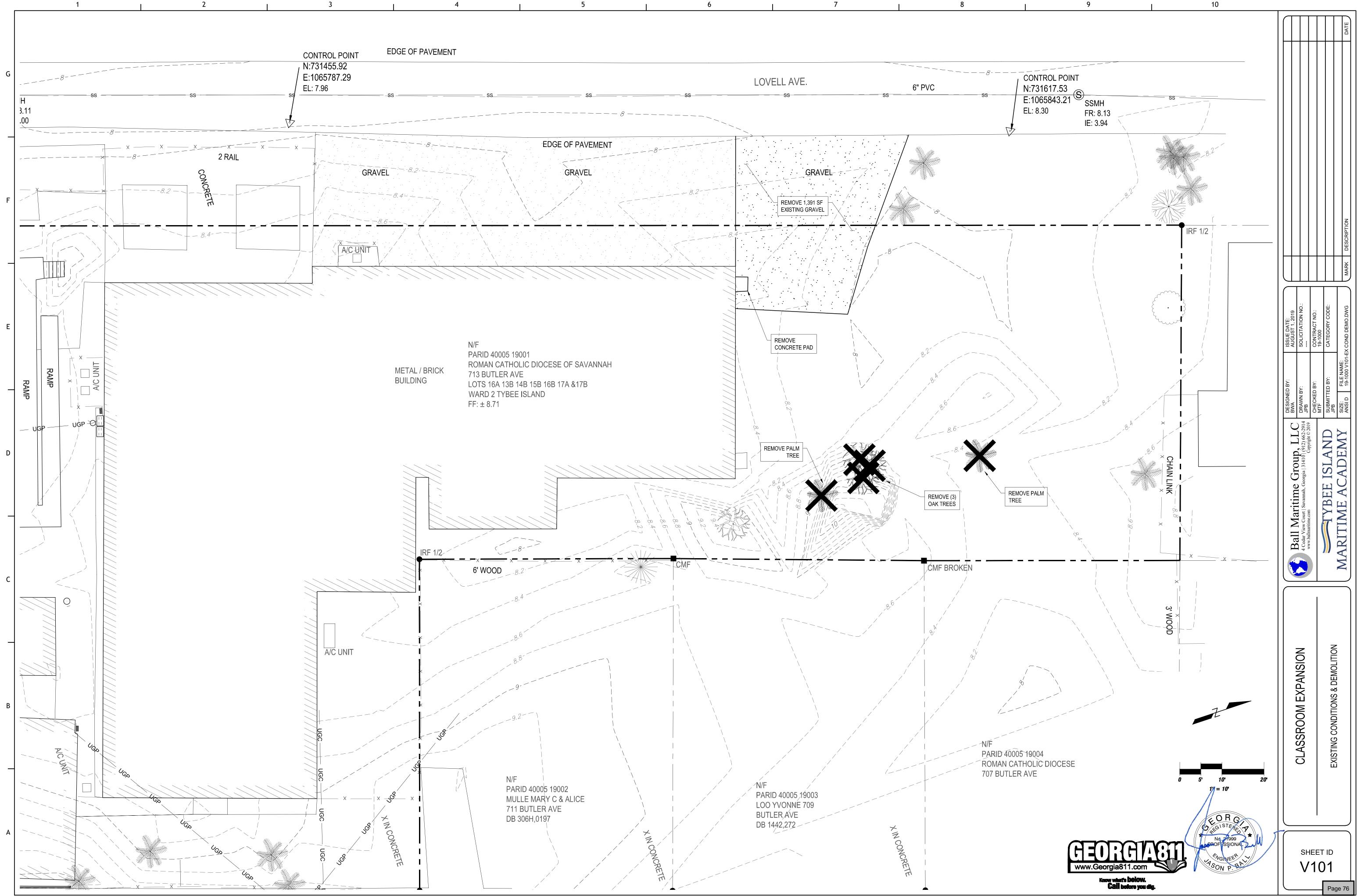


LOCATION MAP NOT TO SCALE

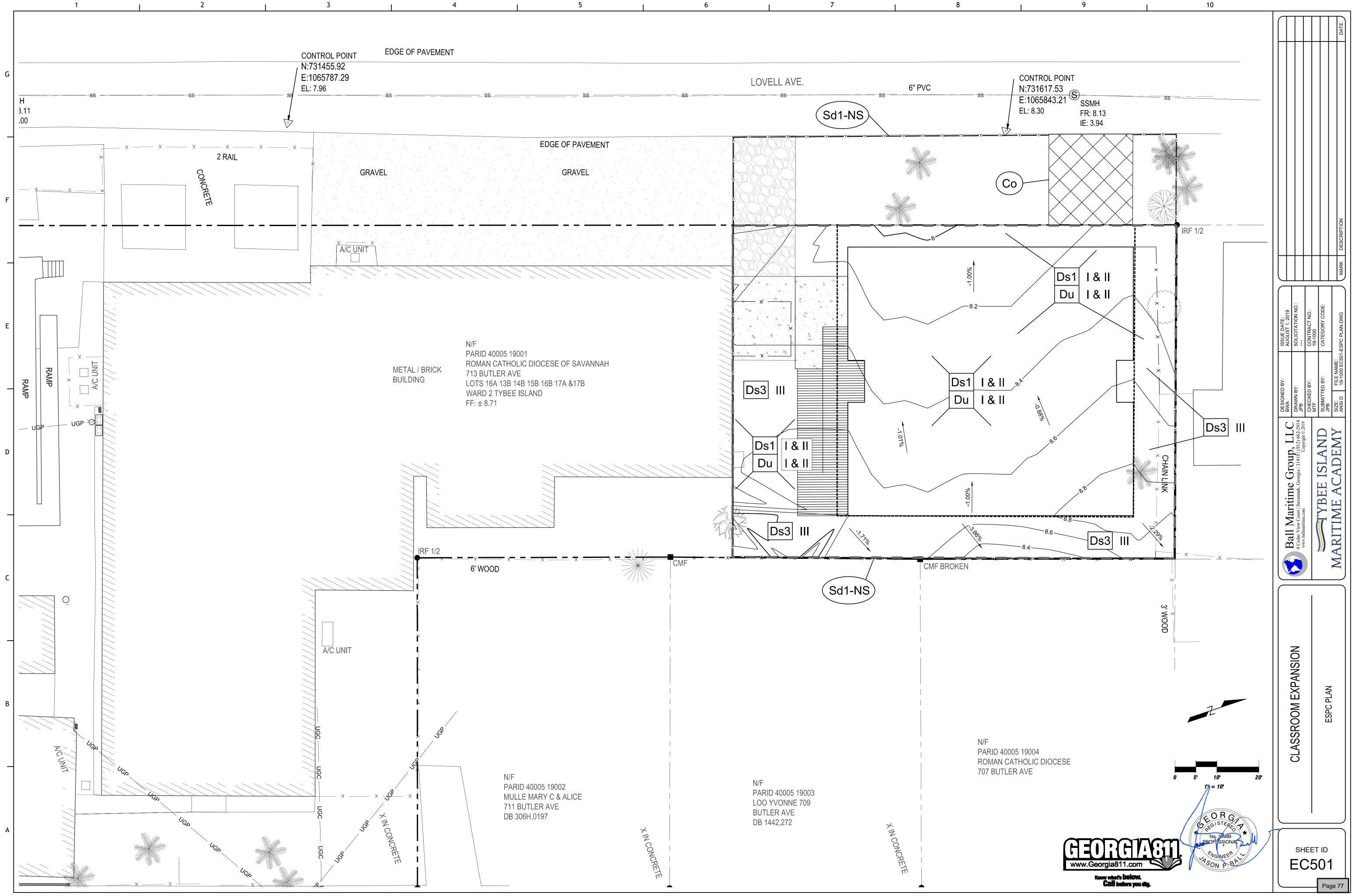
SOLICITATION NO.: ----CONTRACT NO.: 19-1000 ISSUE DATE: AUGUST 1, 2019

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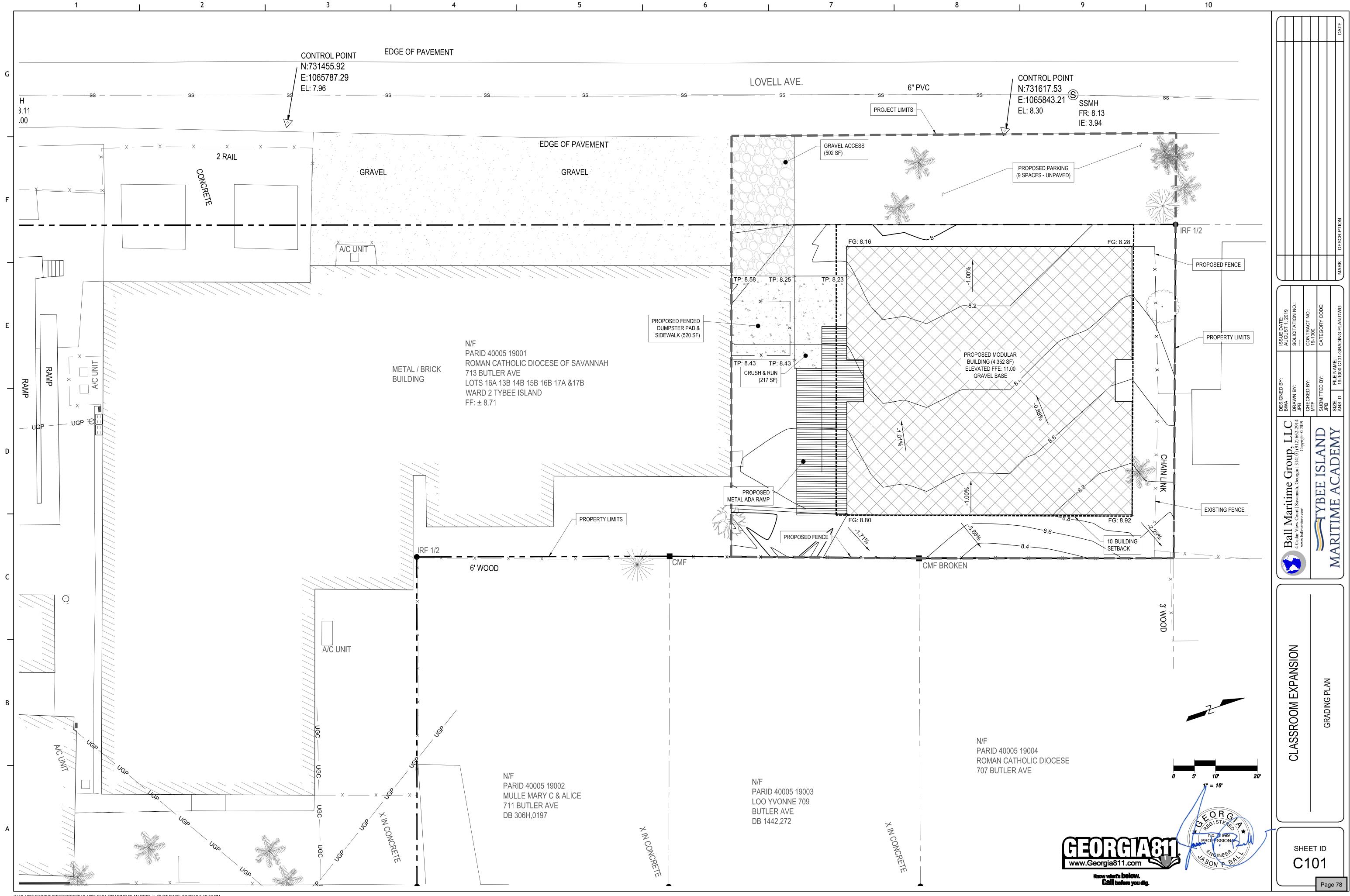




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K:\19-1000\CADD\SHEETS\CONST\19-1000 C101-GRADING PLAN.DWG <> PLOT DATE: 8/1/2019 5:10:53 PM

Lisa Schaaf

From: Sent: To: Cc: Subject: Downer Davis <dkdbus@gmail.com> Friday, August 02, 2019 10:59 AM George Shaw Lisa Schaaf Re: FW: PN 19-1000 - TIMA Expansion SWMR Submittal

I offer the following comments on the Engineer's Thursday, August 01, 2019 5:17 PM submital you forwarded to me Fri, Aug 2, 2019 at 8:09 AM.

Drainage Report:

 It is anticipated that no drainage will leave the site under these design conditions. I'm not sure how this statement can be correct. Additionally, it's not necessary as runoff is definitely leaving the site now.

off generated from the roof top will be approximately 114-cubic feet using a 25year 24-hour storm

event with an intensity of 0.33-inches (from GSMM Volume 2 for Savannah) "Runoff" means just that, "run" "off" of the area under consideration. The volume of storage provided by the 6" gravel base beneath the building is approximately 870.4-

cubic feet using a porosity factor of 0.4 for gravel. The Blue Book with the CSS, only allow 0.32 or 0.3 (immaterial and I'm not looking it up at this

time). Additionally, the ground had comparable storage that has not been considered. Since the soils are Group A (Attachment C – Web Soil Survey), it

assumed that the infiltration rate is 6"/hour or 2,176-cubic feet per hour. This means the infiltration practice will drain in

approximately 30-minutes or less. The site will effectively accommodate the 25-year 24-hour storm event onsite without

contributing to any conditions downstream of the site. Great point, since the peak hour is around 3.23 inches and total 24-hour rainfall is approximately 8 inches per hour.

- Energy dissipation at the discharge from the downspouts..
- Since we're on the Atlantic Ocean, if the reference to the Pacific can be removed, that'd greatly reduce the likelihood of some unnecessary conversation involving all in the email distribution.
- The drainage area needs to be clearly shown in the report. I can follow where it is from the description and the plans, but an exhibit needs to be added or the topo marked up.

Construction Civil Plans:

- The same symbol is used for the proposed concrete pad and the area to the north labeled crusher run. As the Engineer considered both impervious, it doesn't affect my concurrence. However, from an ADA perspective and the likelyhood, it'll be paved, I recommend the Engineer change the hatching symbol to be different for the crusher run, state it to be an either/or, change it to concrete, etc.... at his option.
- The grading plan shows runoff from the areas not under roof to continue the pre development pattern onto lots to the north and east. It that is the case and those properties are owned by the Church, please clarify. As I understand the school has no agreement for those adjacent properties, concurrence is needed from the Church for this runoff.
- The downspout locations on the east side of the building need to be shown and with the discharge flow path shown to confirm flow beneath the building.
- "Gravel" beneath the building needs to be clarified as #57 or whatever. Clarification is needed that maintaining the predevelopment surface topography will require the removal of soil prior to placement of the stone.
- The report states, "...iimpervious area will be reduced in the existing parking areas along Lovell Avenue to balance out the net results. The table below reflects this change." The plans need to reflect this.
- Proposed unpaved parking spaces noted on the plans are unacceptable. Stabilization is required. If these are the areas of reduced impervious areas, the method of accomplishing this needs to be noted. Will they be permeable stone (not crusher run), permeable brick pavers, or? Earth, grass, etc... is not compliant with governing erosion control and stabilization requirements.

The Engineer's intended design reflects that

- the impervious area and, thus, the runoff coefficient will be reduced.
- the travel time of concentration and total time of runoff leaving the site will not be reduced. (It's likely it can be shown to be increased if necessary.)

Each of these design features, independently, show that runoff will not be increased. Pre and post runoff calculations can be shown demonstrating no increased runoff. The plans need clarification. I'm not recommending any changes in design method. I understand the design and I truly want to concur. When the report is clarified and the plans are revised to adequately reflect site construction requirements, I can concur with this drainage plan.

Downer

On Fri, Aug 2, 2019 at 8:09 AM George Shaw <gshaw@cityoftybee.org> wrote:

Downer,

Please review and comment asap.

George

From: Jason Ball <jason@ballmaritime.com> Sent: Thursday, August 01, 2019 5:17 PM To: George Shaw <<u>gshaw@cityoftybee.org</u>> Cc: Perb Fortner <<u>perbfortner@hotmail.com</u>>; 'Carolyn Jurick' <<u>CKjurick@comcast.net</u>>; Brian Allen <<u>brian@ballmaritime.com</u>> Subject: PN 19-1000 - TIMA Expansion SWMR Submittal

George,

Attached is our re-submittal with the requested information. Please review and let us know if you have any questions.

Regards,

Jason

Jason P. Ball, PE, D.PE, D.NE

Mobile (912) 662.2914

jason@ballmaritime.com

Ball Maritime Group 4 Cedar View Court

Savannah, GA 31410

Visit us at: ballmaritime.com

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Item Attachment Documents:

9. PLANNING COMMISSION MINUTES 7-15-2019



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 July 15, 2019

Chair Bishop called the July 15, 2019, Tybee Island Planning Commission meeting to order. Commissioners present were **Marianne Bramble**, **David McNaughton**, **Alan Robertson**, **Charles Matlock** and **Tina Gann. Ron Bossick** was absent.

Consideration of Minutes:

Chair Bishop asked for consideration of the June 17, 2019, meeting minutes. **Commissioner Robertson** made a motion to approve. **Tina Gann** seconded. The vote to approve was unanimous.

Disclosures/Recusals:

Chair Bishop asked if there were any disclosures or recusals. **Commissioner Bramble** disclosed she has a grandchild that attends the Maritime Academy and that would not prevent her from making a fair decision on this item.

Old Business:

Chair Demery Bishop asked if there was any old business. **Commissioner Robertson** asked if the discussion last month on short-term vacation rental licenses was finished or does it need to be discussed more. **Chair Bishop** stated that this body does not need to continue that Item.

New Business:

<u>Site Plan approval/Special review: modular building added to the lot – 714 Lovell Avenue –</u> Zone R-2 – 40005-19001 – Tybee Island Charter School dba Tybee Island Maritime Academy.

George Shaw approached the Planning Commission and stated the Tybee Island Maritime Academy wants to add a four classroom modular building. The applicant did not submit a site plan with the packet. Perb Fortner, CFO of the Tybee Island Maritime Academy and the applicant, told him that was not required the last time they did an expansion. **George Shaw** stated he spoke to the City Manager Shawn Gillen about that and he asked him to please put this on the agenda because there is a time constraint to get them built. There is also a letter we gave you tonight that did not make it in the packet from The City Engineer Downer Davis, who did review what was in the packet. Staff cannot recommend approval because it is not a complete application. **Commissioner Robertson** stated in the instance of their urgency to get started before this school year he would like to hear from the petitioner. **Commissioner Matlock** stated this packet should have been done right, the process is not complete. **Chair Bishop** stated he would like to hear from the petitioner. **Perb Fortner** approached the Planning Commission and stated he is the CFO for the Tybee Island Maritime Academy and he lives at 1 Beachwood Court, Tybee Island. **Perb Fortner** stated they have come here with an incomplete package to not spend the Governments money until we know that there is an end. He stated they are trying to get the modular classrooms installed and available for use by the first of the

year. He also stated they would only need four parking spaces for the new building. Carolyn Jurick, who is a Chairman for the Tybee Island Maritime Academy, approached the Planning Commission and stated that the building will be raised and they are a locally approved Charter school and this year there are 296 kids enrolled. These classrooms are needed to accommodate our growing school. Peter Ulrich, who is the principal for the Tybee Island Maritime Academy, approached the Planning Commission and stated that they want to add "Maker" space to enervate and create and a "Coding" class that would be with robots. This would connect them with the maritime industries and also stem (Science, Technology, Engineering, Math) and steam (Science, Technology, Engineering, Art, Math) opportunities. Jason Ball approached the Planning Commission and stated he is the engineer for this project and the drainage and parking will be handled the same way the other buildings on the property were done. He also stated that they will provide a survey and drainage plans when they finish them. **Commissioner McNaughton** asked which square footage is the correct one that they are proposing. In addition, can the dumpster be moved out of the City Right of way? **Perb Fortner** stated the correct one is 4,500 square feet. Moreover, they will look at moving the dumpster. **Commissioner Bramble** asked if they could get the Drainage plan done and added to the packet before the City Council meeting in August. Perb Fortner stated yes they could. Karen Gilbert who lives at 113 Jones Avenue approached the Planning Commission and asked if there were any trees where this building will be going and stated that they should have submitted a complete packet for this submittal. Jason **Ball** approached the Planning Commission and stated they will have the mitigation of the trees on the survey they submit. Jason Ball approached the Planning Commission and stated he would have the drainage plan and survey done by Monday July 22, 2019 for the packet. Commissioner McNaughton made a motion to continue to July 23, 2019 at 8:00am with a complete packet. Commissioner Gann seconded. The vote to continue to special meeting was unanimous.

Discussion only:

Changing R2 minimum lot size to 9,000 square feet.

George Shaw approached the Planning Commission and stated this is a continuation from the last meeting. The 9,000 square feet came up at our workshop. Currently the R-2 minimum lot size is 4,500 square feet for a single-family dwelling and 6,750 square feet for a two family dwelling. **Commissioner McNaughton** made a motion to recommend City Council increase the minimum lot size on the R-2 zone to 9,000 square feet for two family dwellings. **Commissioner Robertson** seconded. The vote was four to one. Motion carries.

Increasing variance application fee.

Commissioner McNaughton made a motion to recommend City Council increase the variance application fee to \$1,000.00 for both residential and commercial. Alternatively, raise the variance application fee to 500.00 for residential and commercial and adopt as a model the Valdosta variance application. **Commissioner Bramble** stated she would have to read the Valdosta application before she could even vote on it. **Commissioner McNaughton** stated he would like to continue this to another meeting and send everyone a copy of the Valdosta application.

Meeting adjourned 8:30pm.

Lisa L. Schaaf

Item Attachment Documents:

10. PLANNING COMMISSION MINUTES 7-23-2019



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 July 23, 2019

Chair Bishop called the July 23, 2019, Tybee Island Planning Commission meeting to order. Commissioners present were **David McNaughton**, Alan Robertson, Charles Matlock and Tina Gann. Ron Bossick and Marianne Bramble were absent.

Old Business:

Site Plan approval/Special review: modular building added to the lot – 714 Lovell Avenue – Zone R-2 – 40005-19001 – Tybee Island Charter School dba Tybee Island Maritime Academy. George Shaw approached the Planning Commission and stated the Tybee Island Maritime Academy has submitted a survey and drainage for 714 Lovell Avenue since the July 15, 2019 meeting. The City Engineer also has submitted his comments for some simple fixes on the drainage. George Shaw stated staff does not recommend approval because the submittal is still incomplete. Commissioner Matlock asked if a variance is required for parking. George Shaw stated yes it could need a variance; it is onstreet parking. Jimmy Williams who lives at 705 Lovell Avenue approached the Planning Commission and stated he would like to address a few issues. Dumpsters should have an enclosure. In addition, has the school's charter been changed because the amount of students has increase. Also, during drop off and pick up times now is there a safety issue? Moreover, drainage run-off should be only on their own property and not out to the street. In addition, what are the setbacks for that property as it is zoned R-2. George Shaw stated the ordinance is unclear on a non-residential use within the residential zone. Hope Barton, who lives at 702 Lovell Avenue, approached the Planning Commission and stated she has concerns about distracted drivers and she thinks there should be police posted during drop off and pick up times. In addition, drainage is a concern on that street. **Deb** Barreiro, who lives at 104 Seventh Street, approached the Planning Commission and stated the survey provided has the wrong address. In addition, would the addition of an additional principal structure require a variance? George Shaw stated because of the school use he would say no but he can check with the City Attorney. Deb Barreiro also stated, there needs to be school zone signs on Lovell. In addition, when can we know if they need a variance or not. George Shaw stated he would have to find that out. Carolyn Jurick approached the Planning Commission and stated we will fix all safety concerns and we use the church for overflow parking. Jason Ball approached the Planning Commission and stated they do have one 24-inch Live Oak that would need to be taken out and mitigation will be done. On the parking, we want use the least impervious surface as possible. He also stated if a variance were needed, they would get it. David McNaughton made a motion to forward to City Council with these conditions addressed: are variances required for setbacks and parking and satisfy drainage issues. Commissioner Matlock seconded. The vote was unanimous.

Meeting adjourned 9:30am.

Lisa L. Schaaf

Item Attachment Documents:

11. Agenda Request: Special Event-Beer & Wine-Tybee Festival Association / Tybee Pirate Fest, Sixteenth Street Parking Lot, October 11, 12, and 13, 2019



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 Council Agenda Item Request

Agenda Item Requests and supporting documentation must be submitted to the Clerk of Council by 4:00PM on the Thursday prior to the next scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda.

Council Meeting Date for Request: <u>August 8, 2019</u>

Item: _Alcohol License Request-Special Event-Beer, Wine

Tybee Festival Association/ Tybee Pirate Fest – Sixteenth Street Parking Lot

Explanation: _____ Tybee Festival Association/ Tybee Pirate Fest _____

Dates of event: October 11, 12, 13, 2019

Budget Line Item Number (if applicable):

Paper Work: X Attached*

Audio/Video Presentation**

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

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

Submitted by: Sharon S. Shaver

Phone / Email: 912 472-5072 / sshaver@cityoftybee.org

Comments:

Date given to Clerk of Council July 30, 2019

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

CITY OF TYBEE ISLAND ALCOHOL LICENSE APPLICATION



Application is hereby made for a license to do business within the City of Tybee Island as a dealer in alcoholic beverages as indicated below:

Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited\$ 350Retail Beer/Wine – Sale by Drink for Consumption on Premises Only575Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited850Retail Liquor – Sale by Drink for Consumption on Premises Only1,250Retail Liquor – Sale by Package & Drink both in One Building under One Ownership2,000Sunday Sales of Alcoholic Beverages150Wholesale Beer765Wholesale Liquor1,500Wholesale Liquor150Distiller, Brewer, or Manufacturer of Alcoholic Beverages300Special Event – Public or Private Property - Beer, Wine (no current license) per event50Special Event – Public or Private Property - Beer, Wine (holding current license) per event10Special Event – Business Property – Beer, Wine, Liquor (no current license) per event50				and the second se
Retail Beer/Wine - Package Sales Only, Consumption on Premises Pronibited\$ 350citizen of the States, a reside Chatham County owner of the br owner of the br or if a corpo partnership or legal entity is owner, a sub- and major stochRetail Liquor - Sale by Package & Drink for Consumption on Premises Only1,250citizen of the States, a reside Chatham County owner of the br or if a corpo partnership or legal entity is owner, a sub- and major stochSunday Sales of Alcoholic Beverages150partnership or legal entity is owner, a sub- and major stochWholesale Liquor1,500owner, a sub- and major stochWholesale Vine150ovner, a sub- and major stochDistiller, Brewer, or Manufacturer of Alcoholic Beverages300or the applicant for the manager of business chargesSpecial Event - Public or Private Property - Beer, Wine (no current license) per event50business charged the regular opera- said business orSpecial Event - Business Property - Beer, Wine, Liquor (no current license) per event10said business or	LICENSE CLASSIFICATION	FEE	CHECK	Notice: The appl
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Mailing Address POBOX 197	70, TH	SEE IS, GA			201	1		
Phone 9126045927	/ · ·	Email	tybe	efectivalsed	amail com			
Names and Home Addresse	s of Owners, Pa							
Names (attach additional pages if necessary)	Date of Birth	Home Addresses		City, State, Zip	Social Security #			
		59WERAVE		MARE IS GA 31328				
CHRISTY BYRUM	3/11/68	19 PENROSE DR		SAV, GA 31410	260.23.9556			

Is business incorporated? YES State of Incorporation GA Date Incorporated AVG 2017					
Names of landlord of the business location Address Phone					
What other business is conducted at this location?					
Has application been made for required State and Federal Licenses?					
Has applicant, any person connected with, or any person having an interest in this business:					
 ever been convicted of any violation of law other than for a traffic violation? 					
o ever served time in prison or other correctional institution?					
 ever had an alcohol beverage license suspended or revoked at any time in any location? 					
(if answer is yes, give details)					
If this application is for RENEWAL of an existing license, enter License Number of existing license					

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? _____ If yes, submit additional affidavit.

ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO ME TO BE TRUE UNDER PENALTY OF LAW.

Applicant Signa Date subscribed befo day of Swor and Jolany Рибlic

SHARON S. SHAVER Notary Public, Chatham County, GA My Commission Expires Dec. 5, 2019

Approval	Signature	Date
City Manager	666	1.3019
Zoning	and	7.90019
Police		
City Council	-	

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BACKGROUND CHECK REQUIREMENTS FOR ALCOHOL LICENSE

PRIOR TO OR AT THE TIME OF SUBMITTING AN APPLICATION, THE APPLICANT FOR A LICENSE OR PERMIT ISSUED UNDER THE TERMS OF THIS ARTICLE AND THE OWNER OF THE PROPOSED BUSINESS OR A PRINCIPAL OFFICER OR MEMBER, THEREOF, AND /OR A MANAGER OF SUCH BUSINESS DESIGNATED BY SUCH OFFICER OR MEMBER, SHALL SUBMIT THEMSELVES FOR FINGERPRINTING AS PROVIDED BY LAW AND IN ACCORDANCE WITH CITY PROCEDURES AS DIRECTED BY THE CITY MANAGER.

ORDINANCE NO. 6-2019, Sec. 6-5. - Reporting to City/Police - Licensee.

· · · · · /

BE IT FURTHER UNDERSTOOD THAT THE PURPOSE OF OBTAINING THIS INFORMATION IS TO SATISFY THE REQUIREMENTS SET FORTH BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND, REGARDING AN ALCOHOL LICENSE APPLICATION.

Applicant: Christy By	rum
Business/Event Name: Tybe	ee Festival Association - Tybee Pirate Fest 2019
Approved Denied	Chief of Police
	Chief of Police
	5

Return approved/denied form:

Sharon S. Shaver

Item Attachment Documents:

12. Special Events Application Resolution to Designate 2019 Pirates Fest Dates and Festival Control Zone





CITY OF TYBEE ISLAND

REC#:	0064424	7 7/17/201	.7	2:03 FM
TRAN:	125.000	10 Spec Ever	nt Fe	es
OPER:	AP T	ERM: 001		
REF#:				
T	YB FEST	ASSOC STRAND	10/1	1-13
E	vent Per	mit/Vdr Fe		50.00CR
TE	NDERED:	50.00	1	CHECK(S)
AP	PLIED:	50.00	-	
CH	ANGE :	0.00		

SPECIAL EVENTS APPLICATION

The City of Tybee Island recognizes that special events play a significant role in the livelihood of the community. Events can enhance the experiences for residents and tourists by providing recreation, cultural and educational opportunities while attributing to the economic health of the community. It is our goal to assist event organizers in planning safe and successful events that have minimal impact in the areas surrounding the event. To keep the public's best interest in mind, a special event application is required for persons / organizations wishing to host an event upon public and / or private property where: 1) municipal services are reasonably anticipated, actually required, or requested, 2) special permitting which includes, but is not limited to, parking, use of location, or vendor permits not for the non-profit organization hosting the event. The special event application shall be completed and submitted for consideration with all requested information **at least sixty** (**60**) **days prior** to the event. No more than one event per day, per area, will be permitted due to limited infrastructure and city resources.

In order to ensure a smooth review process for permission to have a special event, the applicant will receive direction, as applicable, from City Department Heads, City Manager and Development Authority / Main Street Executive Director once the application has been submitted in its entirety. Prior to the application being submitted for City Council consideration (if applicable), all concerns and details must be addressed and confirmed by the organizer, as well as, accepted by designated city staff of impacted departments.

Note: Applicant must meet with the Development Authority / Main Street Executive Director or his/her designee at time of submitting application. Additional meetings may be required.

Today's Date: 1 17 19

Application Fee Submitted:

* A non-refundable application fee of \$50 is required at time of application submittal for processing and consideration.

	SECTION 1: EVENT INFORMATION	
1.	Name of Event: TYBEE ISLAND PIRATEFEST	
2.	Date and time of event: OCTOBER 11, 12, 13 2019	
Rept 1	a. Setup: Date/Time period MON OCT 7	
	b. Breakdown: Date/Time period TVE OCT 15	
3.	Location(s): 16THST PARKING LOT AND 14TH ST PARKING LOT FROM 15TH THRU MARZING SCIENCEC	ENTE
	A site plan of the event area drawn to scale and depicting all event structures is required at time of application submittal.	
	A request for a Letter of Permission (LOP) from the Coastal Resources Division of the GA Department of	
	Natural Resources shall be requested 45 days prior to event (<u>http://coastalgadnr.org/sendemail</u>) when	
	materials, equipment, and / or such is requested to be placed in beach areas and / or within the Shore	
	Protection Act (SPA) jurisdiction. Applicant must provide City the LOP fifteen (15) business days prior to	
	the event or event will be cancelled.	
	If location and / or activities impact merchants and / or residents, written documentation, with application submittal is required as noted in Section 5.	
4.	Event Organization: TYBEE FESTIVAL ASSOC.	
	a. Is the Organization	
	Commercial? (Commercial organizations shall include information regarding use of event	
	proceeds.)	
	Mon-profit / Tax Exempt? (Non-profit / tax exempt organizations shall attach non-profit status / GA tax exempt certificate.)	
5.	Event Representative: JENNY ORR	
	Address: POBOX 1970 City: Typeelsland State: GA Zip: 31328	
	Contact Phone: 912 604 5927 Email: tybeefestivalsegmail.com	
6.	Please provide contact information for others associated with the Event Organization whom have at least a five-	
	percent (5%) stake in the event: N/A	
7.	Phone number and / or website for public event information: <u>TYBEEPIRATEFEST</u> . COM Page 92	2
	P.O. Box 2749 - 403 Butler Avenue, Tybee Island, Georgia 31328-2749 Phone: (912) 472-5071 Fax: (912) 786-95-2- www.cityoftybee.org	

SECTION 2: EVENT DETAILS

1.	Is this event A Open to the public Private Invitation only
2.	Describe the event and its goals: CUNTINUE TO PROMOTE TOURISM AND INCREASE VUITATION DURING SHOULDER SEASON
3.	Have you ever done this event before? If yes, list dates and locations: 2013 - present
4.	Estimated number of people to attend and what this is based on: 8,000 - 10,000 UP TO 13,000
5.	Is there an admission fee for attendees? □ No ¥Yes - Fee will be:
6.	Describe parking arrangements during event in detail: SEE ATTACHMENT
	 Please attach a drawing of parking plan. Organizer may be required to run a shuttle if a parking lot is closed for the event.
7.	What plans exist for cleanup and recycling? (Disposal of grease, trash, etc.) TFA WILL PROVIDE WITHIN FESTIVAL GROUNDS, INCLUDING DUMPSTER RENTAL.
8.	Please list any entertainment, bands, emcees or onsite promoters attending this event. TBA
9.	Describe sound equipment: PROFESSIONAL SERVICES
10.	List event sponsors and marketing plan: TYBEE FESTIVAL ASSOC, LITY OF TYBEE, UNITED DISTRIBUTING, LOCAL BUSINESSES AND CONTRIBUTORS
11.	List any additional contact person(s) and their phone numbers involved in the planning of this event.

SECTION 3: REFERENCES

1. Please list your previous special event and/or hosting organization's experience in producing events. 2013 - PRESENT INCLUDING MISEE MARDIGRAS

28

SECTION 4: OTHER REQUESTS (Check the boxes below and provide additional information if applicable.)

- 1. Vendors (Organizer must submit all Vendor Applications with payment no later than two [2] weeks prior to event. Chatham County Health Department must be contacted for approval of food vendors in accordance with their regulations.)
- 2. The Department of Public Works (DPW) Request(s) (Current labor / equipment fees will apply.)

DPW Item	<u>Amount</u>	Total hours
Traffic Cones		
Barricades		
Traffic Barrels	· · · · · · · · · · · · · · · · · · ·	
Trash cans		
Recycling containers		
Sweeper		
Fire ant treatment		
Back-hoe		

List other services that are requested. Costs will be determined. SEE ATTACHMENT

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SECTION 4: OTHER REQUESTS (CON'T.) (Check the boxes below and provide additional information if applicable.)

- 3.) Street Closures (Tybee Island Police Department [TIPD] approval required.) a. List requested streets: SEE ATTACHMENT
- 4. Special parking / parking pass request(s) (Parking Service Division approval required.) a. Please describe: See ATTACHMENT
- 5. ★ Commercial truck parking
 - a. Please describe: TECH/EQUIP TRUGES REHND STAGE
- 6. Set Police Detail (Current labor / equipment fees may apply.)
 - - individual[s] and paying fees direct as agreed upon.
- 7. Fire Detail/Inspection (Current labor / equipment fees may apply.)
 - a. Please describe: 2 FOR FIREWORKS
 - If off duty fire department staff / volunteers are hired, organizer is responsible for contracting directly with the individual(s) and paying fees direct as agreed upon.
- 8. Fireworks (TIFD, Chatham County and U. S. Coast Guard notification / approval required. Applicant to contact USCG for special permitting.)
- 9. 😿 Additional Security
 - a. Please describe: REFER to #6/SEE ATTA CHINENT
- 10. 🗙 Petting Zoo
 - a. Please describe: EXOTIC PETTING ZOD
- 11. Parade/Procession (Current labor / equipment fees may apply.)
 - a. List requested parade staging area and route: SEE ATTACHMENT

Parades are required to start on Saturdays no later than 3:00pm with the exception of the Beach Bum Parade. Participants must adhere to organization's and city's safety regulations.

- 12. Amusement Rides (Insurance from providing company is required no later than two [2] weeks prior to event.)
- 13. Emporary Structure (i.e. tents, booths, stage, etc.)
 - a. Please describe: STRUCTURE TENTS AND STAGE
 - Application for permitting of structures exceeding 10' x 10', stages, booths and the like are required through the Permitting Office inside the Community Development Department. Completed application with required documentation must be submitted no later than thirty [30] days prior to the event. Structures are not allowed without an issued placard. Fees apply.
- 14. Electrical needs (fees may apply) a. Please describe: USING ELECTRIC PUT IN PLACE FOR THIS EVENT.
- 15. XActivation of Control Zone per City Ordinance 21-2015, Section 54-70 (Resolution required.)
 - a. Please attach a map of the proposed Control Zone and details regarding Organization's management of zone.
- 16. Alcohol license application has been submitted to Administrative Assistant to the City Manager. (separate approval required) IN PROCESS.
- 17. Banner request has been submitted to Facilities Coordinator. (separate approval required) IN PROCESS
- 18. // Beach permit application has been submitted to Facilities Coordinator. (separate approval required)
- 19. A City facility has been submitted to Facilities Coordinator. (separate approval required)
 - The Walter W. Parker Pier and Pavilion is managed by Chatham County Parks & Recreation. Reservations for use of this facility must go through their office.

SECTION 5: ADDITIONAL REQUIREMENTS

- A non-refundable special event application fee is required at time of application submittal. The application will
 not be processed without the application fee of \$50.00. Checks should be made payable to the City of Tybee
 Island.
- The Organizer / Applicant is responsible to notify merchants and / or residents impacted by the proposed event location(s) and activities. Organizer / Applicant must provide written documentation confirming notification and acceptance of merchants and / or residents prior to the event application being submitted for consideration.
- Insurance, as indicated below, is required at least two (2) weeks prior to the Event. Failure to provide insurance will result in the cancellation of event.

	PRIVATE PROPERTY	PUBLIC PROPERTY
<u>PRIVATE</u> INVITATION	Organizer is responsible to obtain necessary insurance as deemed appropriate by the property owner.	Signed Indemnification Agreement required.
<u>OPEN TO</u> <u>THE PUBLIC</u>	Signed Indemnification Agreement required. Organizer is responsible to obtain necessary insurance as deemed appropriate by property owner. * If use of the Walter W. Parker Pier and Pavilion is part of the event, a \$1 million certificate of insurance, with Chatham County Parks & Recreation listed as an additional insured and certificate holder is required.	Signed Indemnification Agreement required and a \$1 million certificate of insurance, with the City of Tybee Island listed as additional insured and certificate holder. * If use of the Walter W. Parker Pier and Pavilion is part of the event, a \$1 million certificate of insurance, with Chatham County Parks & Recreation listed as an additional insured and certificate holder is required.

The application will go through the review process again if substantial changes are made or additional needs are requested. Additional application fees will result with additional meetings.

SECTION 6: STANDARD EVENT APPLICATION POLICIES AND PROCEDURES (in accordance with the Special Event Ordinance)

Application Process & Determination of Application

- In order to ensure a smooth review process for permission of proposed event, the Representative will first meet with the City's Development Authority / Main Street Executive Director, then applicable City Department Personnel and City Manager to review the application so that all concerns and details are addressed and agreed upon. Following these meetings, the application, if applicable, will be submitted for City Council consideration. Proposed events are considered on a first-come, first-serve basis, regardless of the size and scope of the event.
- 2. After reviewing the comments of all affected Departments of the City, based on the specifics of the proposed event, approval or rejection to proceed with the application process will be determined.
- 3. Municipal services will be considered at the time of application review to determine the level City staffing and financial resources necessary.
 - a. The city manager shall communicate municipal service fees required to defray the costs of city services for proposed event determined on the basis of actual expected costs with the Organizer. The Organizer shall have the right to accept or reject fees required. Accepted fees shall be paid prior to event activities. Rejected fees may be appealed to the Mayor and City Council in accordance with City Ordinance.

The level of municipal services required shall be reasonably determined based on the following factors:

- i. The size of the assembly and the anticipated attendance.
- ii. The location of the event to determine the potential for pedestrian and vehicular congestion.
- iii. The impact on public health and safety and natural habitats with the timing, goals, and activities of the event.
- iv. The historical density of visitors to the City during the annual season of the event and the type of activities, safe and unsafe, in which those visitors have historically engaged.
- v. Whether the assembly is specifically designed and staffed to handle the anticipated needs and effects of the anticipated number of attendees.
- 4. The City Manager may grant or deny an application in a timely fashion upon processed application fee and review of the application by the Development Authority/Main Street Executive Director. This administrative determination shall be objective and must meet the following criteria: exclusive use of city property, minimal impact on neighboring residents and businesses, small scale activities with some special requirements, temporary use of public parks or public facilities, and no street closures.
- 5. The City Manager, in consultation with Directors of affected Departments, may also impose any necessary restrictions or conditions to be observed in accordance with public safety, environmental and administrative considerations involved in the application.
- 6. The City Manager may deny an event application in writing, clearly stating specific reasons based on one or more of the following:
 - a. The permit application is incomplete; a complete application is one that provides all the information or items required by this Article regardless of the sufficiency of the information or item.
 - b. The application fee has not been paid;
 - c. The proposed event location is unsuitable
 - d. The proposed event is unlawful;
 - e. The application contains a material falsehood or misrepresentation;
 - f. It reasonably appears that the proposed event will present a clear and present danger to the public safety or health;
 - g. The proposed event is of such a nature or duration that it cannot be reasonably accommodated in the particular location;
 - h. The applicant portrays malicious intent during the application review meeting(s) or has refused to attend or participate in in review meeting(s).
- 7. The City Manager may impose reasonable conditions on any granted permit concerning the time, place or manner of holding a special event as is necessary to coordinate municipal services, multiple uses of public property, assure preservation of public property and public places, prevent dangerous, unlawful or impermissible uses, protect the safety of persons and property and to control vehicular and pedestrian traffic in and around the event location.
- 8. The Representative may appeal a determination of denial to the Mayor and City Council by filing a letter with the City Clerk within three (3) business days of denial or conditional permit.
- 9. All permit applications shall be deemed granted as applied for if the City Manager does not grant, grant with conditions, or deny the permit in writing within thirty (30) calendar days of confirmed receipt of a thorough application and processed fee.
 - a. Automatic permission is conditional based on receipt of prepaid municipal service fees.
 - b. The automatic granting of permits provided in this section shall not apply upon expressed intent to deny a permit by the City Manager. The Representative has the opportunity to pursue reconsideration as detailed in Article III.

SECTION 6: STANDARD EVENT APPLICATION POLICIES AND PROCEDURES (CON'T.)

Community Development Department

- Building permits an applicant shall obtain the applicable permits including, but not limited to, electrical, plumbing, mechanical, and structural from the City's Building Official at least thirty (30) days prior to the scheduled event. An applicant may be required to obtain other permits pursuant to state law, city ordinances and the International Building Code and the Georgia Amendments. The Building Official shall make inspections deemed necessary to insure that all building code standards are followed. Non-compliance of any building code standards may be cause to cancel the event.
- 2. Any person or organization which is granted a special event permit shall comply with all applicable laws, ordinances and building codes pertaining to said event.
- 3. The person or organization receiving a special event permit shall be responsible for ensuring that its contractors and subcontractors obtain all permits and comply with applicable laws, ordinances and building codes.

Department of Natural Resources

 A request for a Letter of Permission (LOP) from the Coastal Resources Division of the GA Department of Natural Resources shall be submitted 45 days prior to event (<u>http://coastalgadnr.org/sendemail</u>) is required for events requesting materials, equipment, lighting, and / or such on the beach and / or within the Shore Protection Act (SPA) jurisdiction. An LOP is required no later than fifteen (15) business days prior to the event. The event is subject to cancellation without an LOP as noted.

Department of Public Works

- 1. The site of the event must be left in its original condition or additional charges will apply.
- 2. If any event requires the use of the electrical service, equipment owned by the City of Tybee, and / or labor fees will be assessed on a per hour rate and determined by the city. If special electrical requirements are needed by vendors in which the city personnel and equipment is needed, an additional charge shall be passed on to the organizer for setup and breakdown. This is only applicable for specific areas and must be requested at the time of application submittal.
- 3. Temporary structures may not be anchored in the ground. If damage is done to City property, applicable fines and / or fees shall be billed to and paid by the event applicant.
- 4. Streets may be closed in connection with a special event at the discretion of the City Council and / or City Manager having due regard to public safety and environmental effects of such closings. All reasonable steps are taken to minimize adverse impact upon the community.
- 5. Vendors must use grounded extension cords and lighting that does not exceed 30 amps per vendor space if permitted. Extension cords, hoses or other trip hazards in pedestrian walkways are not permitted.
- 6. It is the responsibility of the event organization to provide adequate toilet facilities during a parade and event appropriate for the anticipated attendance. Location(s) of said stations shall be indicated on provided site plan. One chemical toilet for every 200 people is recommended.
- 7. In the case of requested and approved permission for pole banner and / or flag hangings, the event applicant is financially responsible for costs incurred with the installation and / or dismantling.

Financial

- 1. A proposed budget for the special event and a detailed explanation of how proceeds from the special event will be allocated shall also be provided at the time of application submittal.
- 2. The applicant shall be financially responsible for any cleaning, replacement and repair to municipal property or its accompanying articles requiring city clean-up after completion of the special event.
- The applicant shall be financially responsible for extra personnel hours incurred by the city as a result of the use of municipal personnel.
- 4. The personnel hours shall include the Police Department, Fire Department, Department of Public Works, Parking Services and Lifeguard Services necessary to monitor, check, observe, control or otherwise regulate any phase of the special event, including without limitation to any planning, on-site management of the special event and support of any activities.
- 5. In order for your organization to be eligible for any waiver of fees, that organization <u>must</u> have a contract with the City of Tybee Island. If your organization is one that has received funding from the City of Tybee Island for services provided to the City, you are eligible to request waiver of up to \$2,000 worth of fees for the special event, which also includes fees associated with parades. The application fee is not permitted to be a part of any waiver of fees and must accompany the application or it will not be processed. No waived fees for alcoholic beverages, vendor fees and / or facilities will be considered. The City of Tybee Island reserves the right to request financial revenue and expenditure statements for review prior to or as a condition of any waiver of fees.

SECTION 6: STANDARD EVENT APPLICATION POLICIES AND PROCEDURES (CON'T.)

Fire / Emergency Management Department

- In the interest of public safety, the F/EMD must review and approve aspects of events that may include, but not limited to, fireworks or pyrotechnics, emergency vehicle access, and use of open flame. The Fire Chief will determine whether or not F/EMD personnel are needed and the event applicant shall pay for said services.
- 2. Event participation by the Fire Department must be requested in Section 4 and be approved by the Fire Chief directly.

Indemnification / Insurance

- The applicant must sign the Indemnification Agreement at time of submitting event application. Prior to the issuance of the special event permit, the application shall maintain, at its sole expense, public liability insurance covering the City properties and resultant use thereof, naming the City as an additional insured, in the amount of \$1 million.
- 2. The applicant shall pay the premiums of the public liability insurance before the issuance of the special event permit. The applicant shall furnish and deliver to the Development Authority / Main Street Executive Director a certificate or certificates of insurance, as specified in Section 5, evidencing the existence of public liability insurance in the minimum amounts described above. Each certificate shall provide that the city receive not less than thirty (30) days written notice of cancellation, expiration to termination to public liability insurance. In the event that such insurance is cancelled, expired or terminated, the applicant shall be required to obtain insurance immediately and furnish proof to the Development Authority / Main Street Executive Director. If such valid insurance is not obtained within twenty-four (24) hours after cancellation or termination, the Coordinator shall revoke the special event permit and the special event shall cease. The applicant shall be responsible for submitting all certificates or insurance of its contractors and subcontractors.

Parking Services Division

- 1. Where public parking is to be used or restricted, the Division Supervisor may require that permits are issued or reimbursement be made based on standard parking fees.
- 2. Request for use of parking lots or spaces must be detailed within submitted application.
- 3. Requests for complementary parking shall not be granted between Memorial Day Weekend through Labor Day. Police Department
 - 1. Any person or organization shall comply with security and safety guidelines set by the Tybee Island Police Department.
 - 2. Release of helium balloons and/or Chinese lanterns is prohibited on Tybee Island. It is very harmful to wildlife and is a violation of the city's littering ordinance.
 - 3. Event participation by the Police Department must be requested in Section 4 and be approved by Chief of Police directly.

Sale of Alcohol

- 1. Events involving alcohol sales / distribution must complete an Alcohol License application for consideration. The application and information can be obtained at Tybee Island City Hall.
- 2. Upon TIPD review, alcohol license applications are considered by City Council at the first available Council meeting.

Sale of Food / Merchandise

- 1. The sale of food at a special event requires a permit from the Chatham County Health Department. Food vendors that involve cooking require an inspection and permit by the Chatham County Fire Marshal.
- 2. Event organizers are responsible for obtaining Vendor Permits. Vendor permit applications are due with payment in accordance with City Code Sec. 58-179 no later than two (2) weeks prior to the event.
- A method must be established for the removal of used cooking oils, gray water or any other solvents from the event site. Event organizer will incur costs imposed by the city, county, and state if any solvents are left or discarded at the event site.
- 4. All debris in Vendor set up area must be contained at all times. The event applicant will be charged an hourly rate and dumping fee determined by the City if any debris is left and disposed of by the Public Works Department.

SECTION 7: INDEMNIFICATION AGREEMENT AND ACCEPTANCE TO ADHERE TO APPLICATION REQUIREMENTS

I, individually and as the Agent representing the Event Organization, do hereby agree to indemnify and hold harmless the City of Tybee island, Georgia, its officers, agents, employees and contractors from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of listed event premises during the time period of said event.

Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage, except for loss or damage arising from the sole negligence or willful misconduct or gross negligence of the city, and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any other judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Georgia Statutes and/or the Constitution of the State of Georgia.

Representative Signature:

Date: 7/16/19

Event representative listed above must be in attendance and readily available for the duration of the event.

INTERNAL USE BELOW.

Staff signatures, by city departments listed below, indicate the special event application has been reviewed and department needs are accepted as requested. All signatures are required prior to application being submitted for

		City Council consideration.	/	
	DEPARTMENT	SIGNATURE		DATE
City Man	ager			
Campgro	bund			
Commur	ity Development			
Finance		/		
Fire/Oce	an Rescue			
Parking				
Police				
Public W				
Water &	Sewer			
COMMENTS: 	ADM hority / Main Street Exe	INISTRATIVE APPROVAL (as applicable ecutive Director:	Date:	
	RECEIVED REVIEW DATE WIT FOLLOW UP REVIE ANTICIPATED DAT CITY COUNCIL DE	TION REVIEW VERIFICATION H CITY DEPARTMENTS W MEETING(S) WITH REPRESENTATIVE E FOR CITY COUNCIL CONSIDERATION TERMINATION: APPROVE / DENY CONSIDERATION-AS APPLICABLE:		next prope for updred
		APPROVE/DENY		
			1	

Staff signatures, by city departments listed below, indicate the special event application has been reviewed and department needs are accepted as requested. All signatures are required prior to application being submitted for City Council consideration.

DEPARTMENT	SIGNATURE	DATE
City Manager	May	7-29-19
Campground	1 may mg	7/30/19
Community Development	to all	7-29-19
Finance	Latres VI	8-1-19
Fire/Ocean Rescue	A Disc	1-31-19
Parking	Fale Slyson,	7.30.19
Police	Min belon hr	7-29-19
Public Works	Den Contra	2-20-20
Water & Sewer	WA per 65	8-1-19

COMMENTS:

ADMINISTRATIVE APPR	OVAL (as applicable):
City Manager:	Date:
Community Development Director:	Date:

REQUIRED PRIOR TO EVENT	APPLICATION REVIEW VERIFICATION	DATE	
	APPLICATION & SITE PLAN RECEIVED 7/17 19	7/14/19	
	REVIEW DATE BY CITY OF TYBEE ISLAND REPRESENTATIVE	1/17/19	
	SENT OUT FOR INTERNAL REVIEW	7/18/19	- email 7/17/19
	FOLLOW UP REVIEW MEETING(S) WITH EVENT ORGANIZER	•••-	+7129/19
	MEETING WITH DEPARTMENT HEADS & EVENT ORGANIZER		
	CITY SERVICES ACCEPTED & CONFIRMED	731/19	
TWO WEEKS PRIOR	CERTIFICATE OF INSURANCE RECEIVED	• •	
TWO WEEKS PRIOR	AMUSEMENT RIDE INSURANCE RECEIVED		
DNR REQ. 45 DAYS; RECEIVED 15 DAYS PRIOR	LETTER OF PERMISSION RECEIVED		
RECEIVED 15 DATS PRIOR	RESIDENT/BUSINESS NOTIFICATION LETTER SENT- 71119	7/17/19	
	PROOF OF NON-PROFIT STATUS	7/17/19	
TWO WEEKS PRIOR	VENDOR PERMIT(S) RECEIVED		
	ANY ADDITIONAL REQUIREMENTS (LIST BELOW) -Map of proposed control zone	-7129/19	
64 2/31/19	-Map of proposed control zone	112 111	
		stia	
	CITY MANAGER APPROVAL: CM2120 CONCERNS 7	alaala	
		1129/19	
	ALL INVOICES FOR CITY SERVICES PAID		
1.100	ANTICIPATED DATE FOR CITY COUNCIL CONSIDERATION	8/8/19	
Resolution	CITY COUNCIL DETERMINATION: APPROVE / DENY	1 1	
Resolution for activation of festival	FINAL APPROVED COPY SENT TO CITY DEPARTMENT HEADS		
of festivizone	L	1	l.

contros

2019 Tybee Island Pirate Fest

Special Event Application Supplement

A. Additional Information

A-1 Dates and Times

- a) Piratefest dates and times
- Friday 10/11/19, Festival hours 5pm-11pm
- Saturday 10/12/19, Festival hours 10am-11pm
- Saturday 10/12/19, Fireworks at end of Pier, 9:45pm
- Sunday 10/13/19, Pirate Church Service 10am
- Sunday 10/13/19, Festival hours 10am-4pm
 - b) Carnival dates and times
- Set up Wednesday 10/9/19 Thursday 10/10/19
- Carnival Friday 10/11/19 Sunday 10/13/19
- Tear down Monday 10/14/19 Tuesday 10/15/19

A-2 Parking Arrangements

- Tybee Festival Association requests use of Tybrisa and Strand parking lots
- Tybee Festival Association requests use of North Beach parking lot for parade ~ 25 b sports set-up for the following hours: Saturday 10/12/19 11am-4pm. As in years past.

Ulspots 175 spots

not listed 1257 year

L con only be porked & stoy @ round about

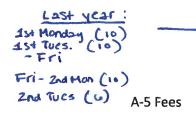
- Tybee Festival Association will operate a shuttle from areas around the island to the festival site throughout the weekend
- Tybee Festival Association requests digital parking signs be used to direct festival goers to available parking areas
- Request emergency parking area at base of pavilion for staging vehicles
- Parking use in roundabout for loading and unloading and other parking as needed, including Pirate Ship and mobile billboard truck

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A-3 Street Closures

- Tybee Festival Association requests closure of the Tybrisa Round-a-Bout Monday 10/7/19 through Tuesday 10/15/19 (in conjunction with 16th St parking lot closure)
- Tybee Festival Association requests the closure of Tybrisa St to thru traffic beginning 6am Friday 10/11/19 (with allowed access for delivery trucks) thru 6am Sunday 10/13/19.
- Tybee Festival Association requests the closure of the parade route from 2:45pm-5pm on Saturday 10/12/19 or until the end of the parade

A-4 Special Parking/Parking Pass Request



- Tybee Festival Association requests full day parking passes for crew vehicles for
 the following dates: (40) Monday, October 7 Tuesday, October 15
 - Tybee Festival Association requests to pre-purchase 3 days parking passes for festival vendors to be distributed in vendor packages. Estimated 50 needed.
- Tybee Festival Association requests to be released from the following fees: Building and zoning, permit fees, parking fees listed in A-4, parking lot usage fees, DPW, Tybee Police including standard parade enforcement and wristband enforcement, and to include additional release from fees as listed in section D.

A-6 City Space Advertising



- Reserved Banner Space at Tybee Gateway Sign 8/28/19-10/14/19
- Inclusion on City Hall Electronic Sign ASAP 10/14/19 12 ST New 8/31/19
- Inclusion on any Web-site based/Social Media Event advertising and/or services provided by City of Tybee, as City of Tybee is an event sponsor.

A-7 Restrooms

- Tybee Festival Association requests 8 Portable Restrooms in Festival Control Zone, to be provided and paid for by City of Tybee.
- Tybee Festival Association will continue to provide adequate Portable Restrooms inside Gated Festival Zone, as per previous years.

B. Site Plan

125+ 4020

*Proposed Pirate Fest Layout Inventory

- Main stage 32'x40' portable with 4'x8' sound wings •
- Miller Lite trailer 50'x12' •
- Portable bar with awning
- 40' Lighting truss at entrance of children's area, as in 2014 •
- Main stage tent 65'x100' •
- Vendor tents (49) 10'x10'
- Gate tents (3) 10'x10' •
- Blackbeard's pirate ship 22'x15' •
- Permission to park SHRINE float in Strand loading area after Parade • (pending agreement of no explosives)
- Health Dept approved Concession Trailers •
- Food tents (3) 15'x15' •

•

- ۰
- Kid's covered stage 24'x15' We may use one 3 stall Royal restroom, 22'x9' •
- Portable restrooms (20) 4'x4', (4) ADA approved 4'x6' •
- Shade Zone 40'x60' •
- Green room tent 15'x15'
- Dressing rooms 10'x10'
- Dumpster (2) 8'x20' •
- Ferris Wheel 35'x52'
- Ice Wagon 9'x12' •
- Pirate Ship Ride 18'x8' .
- **Pirate Encampment** •
- Bouncy House(s)
- **Children's Petting Zoo** •

C. Parade Information

- **Pirate Victory Parade**
- Saturday 10/12/19 line-up begins at 12:30pm, parade will start at 3:00pm
- Line-up at North Beach lot for vehicles and Memorial Park for walkers
- . Route will be the same as previous years
- South on Meddin Drive, left on Van Horne, left onto 1st street onto Butler, left on Tybrisa, right onto Strand Avenue. Ends at 17th Street. Floats will exit route onto 18th Street.

D. Anticipated Permits

*In addition to this application, Tybee Festival Association anticipates needing to pursue permits for:

- Main Stage
- Structural Tents
- Amusement Rides
- Children's Stage
- Ticket Entry Tent
- Green Room Tent
- Vendor Tents
- Electrical
- Fireworks

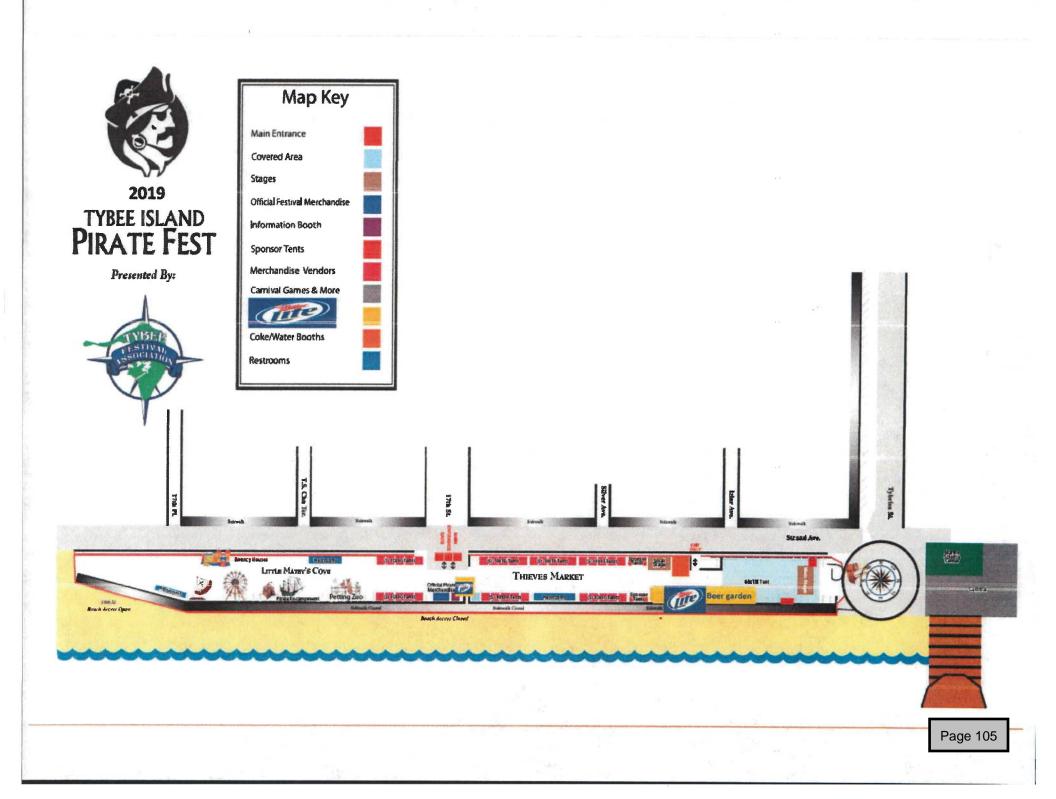
E.

As in previous years, it is necessary that Tybee Festival Association and City of Tybee Department heads schedule a meeting to determine the items/needs of DPW, Tybee Police, etc. as set forth in section 4:2 of application, as these items/needs will apply to the Festival Control Zone.

For this year, C 9AM on 9/24 before reg. schedlued Dept. Head meeting?

La last year meeting took place 2 weeks prior to event to confirm allisat

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GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE

USINESS SEARCH RESULTS

HOME (/)

Business Name	Control Municer	Business Type	Principal Office Address	Registered Agent Name	Status
Tybee Festival Association (/BusinessSearch/BusinessInformation? businessId=2313656&businessType=Name%20Reservation)		Name Reservation	NONE	NONE	Expired
Tybee Festival Association, Inc. (/BusinessSearch/BusinessInformation? businessId=2375174&businessType=Domestic%20Nonprofit%20Corporation)	17082005	Domestic Nonprofit Corporation	3 Silver Avenue, Suite 5, Tybee Island, GA, 31328, USA	UNITED STATES CORPORATION AGENTS, INC.	Active/Compliance

Page 1 of 1, records 1 to 2 of 2

Back

TYBES FESTIVEL ASSOCIATION, WC. EN # BZ - 2334677

ce of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530, Phone: (404) 656-2817 Toil-free: (844) 753-7825, WEBSITE: http://www.sos.ga.gov/

7/17/2019

Gmail - 2019 Tybee Pirate Fest



Fannies On The Beach otb <fanniesotb@gmail.com>

2019 Tybee Pirate Fest 1 message

Tybee Island Pirate Fest <info@tybeepiratefest.com> Reply-To: info@tybeepiratefest.com To: fanniesotb@gmail.com Mon, Jul 1, 2019 at 9:08 AM

Having trouble viewing this email? Click here



Dear Tybee business owner,

Once again we will be hosting Tybee Pirate Fest, the weekend of October 11-13, 2019.

The same as last year we will have a gated festival area in the 16th Street parking lot beginning Friday 5pm-11pm, Saturday 11am-11pm, and Sunday 11am-4pm.

As in previous years, Tybrisa Street will also be closed during these times.

Parade time is 3pm on Saturday October 12th, the route will begin at North Beach Parking lot and follow Butler Avenue to Tybrisa to the Round-about.

We look forward to bringing this festival alive again in 2019, as each year Tybee Pirate Fest has proven to bring so many visitors to our community during the off-season.

Thank you for your support, Tybee Festival Association

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13. The purpose of this agenda item is seek the City Council's approval to amendment the General Fund fiscal year 2019-2020 operating and capital budget by increasing the budget from \$14,329,161 to \$14,490,161, a net increase of \$161,000; and to transfer \$45,000 from the Public Works Administration budget to the Public Works Fleet Management budget.



MAYOR Jason Buelterman

CITY COUNCIL Barry Brown Mayor Pro Tem Wanda Doyle Julie Livingston Jackson Butler Monty Parks John Branigin



CITY MANAGER Shawn Gillen

CLERK OF COUNCIL Janet LeViner

CITY ATTORNEY Edward M. Hughes

City Council Agenda Item Request

Council Meeting Date for Request: August 8, 2019

Item: The purpose of this agenda item is seek the City Council's approval to amendment the General Fund fiscal year 2019-2020 operating and capital budget by increasing the budget from \$14,329,161 to \$14,490,161, a net increase of \$161,000; and to transfer \$45,000 from the Public Works Administration budget to the Public Works Fleet Management budget.

Explanation:

- 1. During fiscal year 2019, three projects in the Public Works Department were not able to be completed by June 30, 2019. The three projects are as follows:
 - Roof replacement on the Public Works Office building \$30,000
 - Purchase JCB Backhoe for \$86,000
 - Purchase Mobile Restrooms for \$45,000

The City Council approved the acquisition of these three items prior to June 30, 2019. The Public Works Department wishes to have the projects added to the fiscal year 2020 budget in order to complete the projects. Therefore, they are requesting that the City Council amend the fiscal year 2020 budget by an increase of \$161,000, from \$14,329,161 to \$14,490,161.

Revenue Budget L	ine Items: Cu	irrent Budget	Amendment	Amended Budget
100.00.39.1300	Prior Year Fund Balance	\$3,576,725	\$161,000	\$ 3,737,725
Expenditure Bud	get Line Items:			
100.4210.54.1315	Building Improvements	\$ 0	\$ 30,000	\$ 30,000
100.4210.54.2100	Machinery & Equipmer	nt \$ 0	\$ 131,000	\$ 131,000

2. The Public Works Department wishes to transfer \$45,000 from its' Administration Division "4210" to its' new Fleet Maintenance Division "4975". The department wishes to move the \$45,000 from the Repairs & Maintenance – Equipment line item in the Administration Division to the Repairs & Maintenance – Equipment line item in the Fleet Maintenance Division.

Expenditure Budget Line Items:	Current	t Budg	get	Amendmen	t Ar	nended Budget
Public Works Administration – 100.4210.52.2203 Repairs & Maint.	Fauinment	\$45.00	00	(\$45,000)	\$	0
Public Works Fleet Maintenance –	Equipment	ψ+5,0	50	(\$+5,000)	ψ	0
100.4975.52.2203 Repairs & Maint. H	Equipment	\$	0	\$45,000	\$	45,000

The aforementioned budget amendments will change the Public Works Administration budget from \$1,486,743 to \$1,602,743; and change the Public Works Fleet Maintenance budget from \$371,943 to \$416,943.

Submitted by: <u>Angela Hudson</u>, Director of Finance & General Administration

Phone / Email: (912) 472-5021/ahudson@cityof tybee.org





14. The Finance Department is seeking the City Council's approval to multiple request for out of state travel for fiscal year 2020 for the Purchasing Administrator and Director of Finance and General Administration to attend a Public Procurement training offered by the National Institute for Public Procurement from August 22, 2019 to February 8, 2020 in preparation for the Certified Public Procurement Officer and Certified Professional Public Buyer exams.



MAYOR Jason Buelterman

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



CITY MANAGER Shawn Gillen

CLERK OF COUNCIL Janet LeViner

CITY ATTORNEY Edward M. Hughes

City Council Agenda Item Request

Council Meeting Date for Request: August 8, 2019

Item: The Finance Department is seeking the City Council's approval to multiple request for out of state travel for fiscal year 2020 for the Purchasing Administrator and Director of Finance and General Administration to attend a Public Procurement training offered by the National Institute for Public Procurement from August 22, 2019 to February 8, 2020 in preparation for the Certified Public Procurement Officer and Certified Professional Public Buyer exams.

Description: The Finance Department is seeking approval from the City Council allow to travel out of state to attend a multiple public procurement training courses offered by the National Institute of Procurement from August 22, 2019 to February 8, 2020 in preparation for the National Certified Public Procurement Officers and Certified Professional Public Buyer exams.

The Finance Department plans to make significant changes to the City's procurement processes and increase participation of suppliers in an effort to acquire more competitive prices for goods and services to reduce our overall spending. Our plans includes offering electronic bidding, a centralized supplier database that allows suppliers to register with the City to receive instant notification of bids and requests for proposals and requests for qualified suppliers, automated centralized evaluation of bids and requests for proposals, electronic contract management tracking and electronic diversity tracking. The Finance Department plans to centralized specific categories of purchases normally made by individual departments. Offering these services means that the Finance staff will assume more risks as the public and suppliers will have real-time, on-going access to the City's procurement methodologies. Therefore, the Finance staff must be prepared to foresee, mitigate and avoid issues by developing and implementing a cohesive procurement system based on State and national standards.

					ESTIMATED EXP	ENSES	
							Estimate
			Y		Travel Costs	Meals & Lodging	Total Trip
Dat	eS	Course Description	Location	Registration	Estimate	Estimate	Cost
8/22/2019	8/24/2019	Foundations for Strategy & Policy	Austin, TX	350.50	360.00	525.00	1,235.50
9/10/2019	9/14/2019	Strategic Procurment Planning	Miami, FL	595.00	261.00	700.00	1,556.00
9/14/2019	9/17/2019	Procurement Tools for Ensuring	Portland, OR	310.00	135.00	300.00	745.00
		Contractor Performance on Public					
		Contracts					
9/18/2019	9/20/2019	Contract Administration for Public	Columbia, SC	1,190.00	559.00	1,578.00	3,327.00
	-	Sector					
9/25/2019	9/28/2019	Fundamentals of Leadership &	Seattle, WA	425.00	530.00	700.00	1,655.00
		Management					
10/6/2019	10/8/2019	Practical Specifications Writing	Spokane, WA	285.00	592.00	320.00	1,197.00
10/28/2019	10/30/2019	Tools for Cost Analysis for Best Value	Tampa, FL	310.00	463.00	320.00	1,093.00
		Decisions					
12/1/2019	12/5/2019	Sourcing in the Public Sector	Conway, SC	570.00	400.00	575.00	1,545.00
2/4/2020	2/8/2020	Legal Aspects of Public Procurement	North Charleston, SC	570.00	400.00	575.00	1,545.00
			Totals by Category:	3,062.47	3,700.00	5,593.00	13,898.50
			Budget Line Items:	100.1510.52.3500	100.1510.52.3700	100.1510.52.3700	
				Education & Training			
					naver & Related	Haver & Related	

Budget Line Item Number (if applicable):



Submitted by: <u>Angela Hudson, Finance Director</u>

Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

August 1, 2019

Date given to Clerk of Council

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15. The purpose of this agenda item is to seek the City Council's approval to surplus and dispose of 23 Police Department vehicles by trading them to Enterprise Fleet Management Company as a trade for the 16 vehicles that the City is leasing from Enterprise Leasing Company for three years.



MAYOR Jason Buelterman

CITY COUNCIL Barry Brown Mayor Pro Tem Wanda Doyle Julie Livingston Jackson Butler Monty Parks John Branigin



CITY MANAGER Shawn Gillen

CLERK OF COUNCIL Janet LeViner

CITY ATTORNEY Edward M. Hughes

City Council Agenda Item Request

Council Meeting Date for Request: August 8, 2019

Item: The purpose of this agenda item is to seek the City Council's approval to surplus and dispose of 23 Police Department vehicles by trading them to Enterprise Fleet Management Company as a trade for the 16 vehicles that the City leasing from Enterprise Leasing Company for three years.

Explanation:

Prior to the end of fiscal year 2019, the City entered into a three year leasing contract with Enterprise Leasing Company to lease 15 police vehicles and 1 parking service vehicle. The contract requires that the City give Enterprise Fleet Management Company to vehicles that the City current owns as part of the leasing contract.

This agenda item is requesting that the City Council grant staff permission to surplus and dispose of 23 vehicles that the Police Department wants to trade into Enterprise Fleet Management Company as a part of the leasing program agreement.

Two of the vehicles are 2013 model that have been fully depreciated; therefore, the City will need to record a loss for the undepreciated value on those two vehicles.

The list of the vehicles that the Police Department wishes to trade in is included as Attachment A of this agenda item.

Paper Work:

<u>X</u> Attached* Already Distributed

To Be Handed Out at Council Meeting (by Requester)

Audio/Video Presentation**

Submitted by: Angela Hudson, Director of Finance & General Administration

Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

August 2, 2019 Date given to Clerk of Council

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



Runs	Runs	Not Running	Runs	Runs	TOTALED	Runs	Runs	Runs	Runs	Runs	Runs	Runs	Runs	Runs	Runs	Not Running	Not Running	Runs	Not Running	Not Running	Runs	Runs
74,054	117,802	108,419	140,325	112,232	150,555	133,892	122,642	131,115	55,546	126,374	166,121	170,442	160,568	70,400	79,620	139,135	128,957	153,262	136,004	63,469	139,917	46,441
2012 Dodge Charger	2009 Ford Crown Vic	2010 Dodge Charger	2006 Ford Crown Vic	2011 Dodge Charger	2007 Ford Crown Vic	2006 Ford Crown Vic	2008 Ford Crown Vic	2008 Ford Crown Vic	2001 Ford E250 Van	2001 Ford Crown Vic	2001 Chevrolet Tahoe	2004 Ford Crown Vic	1999 Ford F-150	2013 Ford Taurus Intercept	2013 Ford Taurus Intercept	2005 Ford Crown Vic	2005 Ford Crown Vic	2005 Ford Crown Vic	2006 Ford Crown Vic	2010 Ford F250	1990 Chevy 3500	1993 Ford F-800
Unit # 104	Unit # 102	Unit # 101	Unit # 118	Unit # 127	Unit # 121	Unit # 120	Unit # 123	Unit # 122	Unit # 130	Unit # 125	Unit # 132	Unit # 124	Unit # 126	Unit # 108	Unit # 107	Unit # 14	Unit # 16	Units # 17	Unit # 19	Unit # 128	Unit # 206	Unit # 209

ATTACHMENT A

Tybee Island Vehicles

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16. Authorization of the Project Partnership Agreement between COE and City of Tybee Island; Beach Erosion Control Project





0 6 AUG 2019

CECW-I

MEMORANDUM FOR COMMANDER, SOUTH ATLANTIC DIVISION

SUBJECT: Tybee Island, Georgia – Beach Erosion Control Project – Project Partnership Agreement (PPA)

1. Reference is made to the following:

a. Bipartisan Budget Act of 2018 (Public Law 115-123) Construction Account Long Term Disaster Recovery Investment Plan, dated 14 June 2019;

b. Assistant Secretary of the Army (Civil Works) Memorandum to the Deputy Commanding General for Civil and Emergency Operations, dated 9 August 2018, subject: Policy Guidance on Implementation of Supplemental Appropriations in the Bipartisan Budget Act of 2018;

c. CESAD-PD memorandum dated 25 October 2018, subject: Endorsement of Proposed Strategies for Adding/Modifying Sand Dunes and for Development of a "Coastal Consequences Factory" to Support Modeling of Coastal Storm Risk Management (CSRM) Projects;

d. CESAD-PD memorandum electronically signed 30 January 2019, subject: Endorsement of Proposed Strategies for Incorporating Resiliency Features in Existing Federal CSRM Projects within SAD;

e. Engineering Documentation Report (EDR), Resiliency Effort for Tybee Island, Georgia Shore Protection Project, City of Tybee Island, Georgia dated April 2019; and

f. CECW-I email to South Atlantic Division dated 16 July 2019 providing HQUSACE comments regarding the dune features proposed in the April 2019 EDR.

2. Enclosed is a draft PPA for a cycle of periodic nourishment for the Tybee Island Beach Erosion Control Project, authorized by Section 201 of the Flood Control Act of 1965, as modified by Section 301(b)(4) and Section 506 of the Water Resources Development Act of 1996. The South Atlantic Division (SAD) has advised that no additional real property interests, relocations, or placement area improvements are required to undertake the periodic nourishment work covered by the PPA.

3. Although the referenced April 2019 EDR recommended the project be modified to include the construction of new dunes, repair of damaged non-federal dunes, and

CECW-I

SUBJECT: Tybee Island, Georgia – Beach Erosion Control Project – Project Partnership Agreement (PPA)

incorporation of existing non-federal dunes, such modifications would be new features that go beyond the Corps' authority to include minor modifications to the project for purposes of resiliency. Modification of the project to include these features would require additional Congressional authorization. Consequently, the PPA for periodic nourishment does not include the addition of these dune features.

4. The draft PPA includes provisions to allow the non-federal sponsor to request the Government to undertake on their behalf additional work as long as the non-federal sponsor pays for the work upfront. Also enclosed is an Agreement Checklist to be completed by the district. The checklist, including the identified attachments, will provide the division pertinent information to be considered during the PPA approval process.

5. The enclosed draft PPA is approved for use in negotiations with the non-federal sponsor. The SAD Commander is authorized to approve execution of the PPA if no substantive deviations to the provided draft PPA are proposed. Division Counsel review of, and recommendation to approve the PPA is required prior to approval by the Division Commander. If there are any questions whether a deviation is substantive, the Headquarters, U.S. Army Corps of Engineers Project Partnership Agreements Team is available for consultation. The Division Commander is authorized to delegate to the Jacksonville District Commander authority to sign the PPA, once approved.

6. Prior to coordinating the draft PPA with the non-federal sponsor, ensure that all required insertions to the draft PPA are made. The required Certificate of Authority, Certification Regarding Lobbying, and the Non-Federal Sponsor's Self-Certification of Financial Capability are available on the Corps of Engineers "Project Partnership Agreements" website under the "Forms" tab.

7. Please forward electronic copies (pdf files) of the executed PPA to Yvonne Prettyman-Beck, Senior Program Manager, FY18 Supplemental Long-Term Disaster Recovery Investment Plan Program Manager, and to John Lucyshyn, Project Partnership Agreements Team, within five days after execution.

8. Please direct any questions to Yvonne Prettyman-Beck, at 202-761-4670, or to John Lucyshyn, at 202-761-4515.

JAMES C. DALTON, P.E. Director of Civil Works

Encls

DRAFT AS OF AUGUST 6, 2019 PROJECT PARTNERSHIP AGREEMENT BETWEEN THE DEPARTMENT OF THE ARMY AND THE CITY OF TYBEE ISLAND, GEORGIA FOR A CYCLE OF PERIODIC NOURISHMENT FOR THE TYBEE ISLAND, GEORGIA BEACH EROSION CONTROL PROJECT

THIS AGREEMENT is entered into this ______ day of _____, by and between the Department of the Army (hereinafter the "Government"), represented by the [INSERT TITLE OF GOVERNMENT REPRESENTATIVE: i.e., Division Commander for the South Atlantic Division or District Commander for the Savannah District, if signature authority is delegated] and the City of Tybee Island (hereinafter the "Non-Federal Sponsor"), represented by the [INSERT TITLE].

WITNESSETH, THAT:

WHEREAS, construction of the Tybee Island, Georgia project for beach erosion control at Tybee Island, Georgia was authorized by Section 201 of the Flood Control Act of 1965, Public Law 89-298, as modified by Section 301(b)(4) and Section 506 of the Water Resources Development Act of 1996, Public Law 104-303 (hereinafter the "Project");

WHEREAS, the Government and the Non-Federal Sponsor previously entered into a Project Cooperation Agreement on May 6, 1999 for construction and periodic nourishment of the Project;

WHEREAS, the Government and Non-Federal Sponsor desire to enter into a Project Partnership Agreement to undertake a cycle of periodic nourishment for the Project (hereinafter the "periodic nourishment work", as defined in Article I.A. of this Agreement), with an estimated total cost of \$10,956,155, at full Federal expense to the extent that appropriations provided in Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018 (hereinafter "BBA 2018"), are available and used for such purpose;

WHEREAS, the periodic nourishment work covered by this Agreement does not include the construction of new dunes, repair of damaged non-Federal dunes, or incorporation of existing non-Federal dunes into the Project;

WHEREAS, no additional real property interests, relocations, or placement area improvements are required to undertake the periodic nourishment work;

WHEREAS, the provisions of Section 902 of the Water Resources Development Act of 1986, as amended, do not apply to the funds provided in BBA 2018 that will be used to undertake the periodic nourishment work;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor's full expense, additional work while the Government is carrying out the periodic nourishment work; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that Section 221 of the Flood Control Act of 1970, as amended (42 U.S.C. 1962d-5b), provides that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "periodic nourishment work" means the cycle of periodic nourishment for the Project covered by this Agreement consisting of [DESCRIBE THE PERIODIC NOURISHMENT TO BE PERFORMED], as generally described in the [INSERT THE TITLE OF EACH PRIOR DECISION DOCUMENT FOR THE PROJECT (WHICH EXCLUDES ANY OF THE DUNE WORK IDENTIFED IN THE APRIL 2019 EDR) ALONG WITH ITS DATE, TITLE OF THE APPROVING OFFICIAL, AND APPROVAL DATE AS SHOWN IN THE FOLLOWING PHRASE], dated _____, ____ and approved by the [TITLE OF APPROVING OFFICIAL, e.g., Chief of Engineers, Division Commander for South Atlantic Division, etc.] on [Month Day, Year] (hereinafter collectively referred to as the "Decision Document").

B. The term "functional portion thereof" means a portion of the periodic nourishment work that has been completed and that can function independently, as determined in writing by the District Commander, although the remainder of the periodic nourishment work is not yet complete.

C. The term "betterment" means a difference in construction of an element of the periodic nourishment work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to construction of that element.

D. The term "additional work" means items of work related to, but not cost shared as a part of, the Project that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the periodic nourishment work, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and implement the periodic nourishment work using funds provided in BBA 2018, except that the Non-Federal Sponsor shall provide 100 percent of all costs allocated by the Government to beach improvements with exclusively private benefits and 100 percent of the improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation. Costs allocated to beach improvements with exclusively private benefits and improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation. Costs allocated to beach improvements with exclusively private benefits and improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation shall be paid by the Non-Federal Sponsor, in accordance with Article IV.B., in advance of the Government performing the work. In the event that there are insufficient BBA 2018 funds to complete the periodic nourishment work, completion shall be subject to cost-sharing otherwise applicable to periodic nourishment for the Project and amendment of this Agreement. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations.

B. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

C. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount authorized to be appropriated for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

D. The Government's undertaking this cycle of periodic nourishment has no effect on the Non-Federal Sponsor's continuing responsibility for operation, maintenance, repair, rehabilitation, and replacement of the Project. If this cycle of periodic nourishment changes those responsibilities, the Non-Federal Sponsor, at no cost to the Government, shall commence any additional responsibilities upon notification from the Government. The Government shall furnish the Non-Federal Sponsor with an updated Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (hereinafter the "OMRR&R Manual") to include the periodic nourishment work and copies of all as-built drawings for such completed work.

1. The Non-Federal Sponsor shall conduct its operation, maintenance, repair, rehabilitation, and replacement responsibilities in a manner compatible with the authorized purpose of the Project and in accordance with applicable Federal laws and specific directions prescribed by the Government in the OMRR&R Manual. The Government and the Non-Federal Sponsor shall consult on any subsequent updates or amendments to the OMRR&R Manual.

2. The Government may enter, at reasonable times and in a reasonable manner, upon real property interests that the Non-Federal Sponsor now or hereafter owns or controls to inspect the Project, and, if necessary, to undertake any work necessary to the functioning of the Project for its authorized purpose. If the Government determines that the Non-Federal Sponsor is failing to perform its obligations under this Agreement and the Non-Federal Sponsor does not correct such failures within a reasonable time after notification by the Government, the Government, at its sole discretion, may undertake any operation, maintenance, repair, rehabilitation, or replacement of the Project. No operation, maintenance, repair, rehabilitation, or replacement by the Government shall relieve the Non-Federal Sponsor of its obligations under this Agreement or preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance of this Agreement.

E. At least annually and after storm events, the Non-Federal Sponsor, at no cost to the Government, shall perform surveillance of the Project to determine losses of material and provide results of such surveillance to the Government.

F. For shores, other than Federal shores, protected pursuant to this Agreement using Federal funds, the Non-Federal Sponsor shall ensure the continued public use of such shores compatible with the authorized purpose of the Project.

G. The Non-Federal Sponsor shall provide and maintain necessary access roads, parking areas, and other associated public use facilities, open and available to all on equal terms, for the Project.

H. Not less than once each year, the Non-Federal Sponsor shall inform affected interests of the extent of risk reduction afforded by the Project.

I. The Non-Federal Sponsor shall prevent obstructions or encroachments on the Project (including prescribing and enforcing regulations to prevent such obstructions or encroachments) that might reduce the level of coastal storm risk reduction the Project affords, hinder operation and maintenance of the Project, or interfere with the Project's proper function.

J. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the periodic nourishment work. Federal

program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

K. In addition to the ongoing, regular discussions of the parties in the delivery of the periodic nourishment work, the Government and the Non-Federal Sponsor may establish a Project Coordination Team to discuss significant issues or actions. The Non-Federal Sponsor shall be solely responsible for any costs it incurs for participation in the Project Coordination Team, without reimbursement by the Government.

L. The Non-Federal Sponsor may request in writing that the Government perform betterments or additional work on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander for South Atlantic Division (hereinafter the "Division Commander"). If the Government agrees to such request, the Non-Federal, in accordance with Article IV.B., shall provide funds sufficient to cover such costs in advance of the Government performing the work.

ARTICLE III - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests required for the periodic nourishment work. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE IV - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, the costs allocated by the Government to beach improvements with exclusively private benefits are projected to be \$______, the costs allocated by the Government to improvements and other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation are projected to be \$______, the costs for betterments are projected to be \$______. Such costs are not included as part of the estimated total cost of the periodic nourishment work.

B. For costs allocated to beach improvements with exclusively private benefits and to improvements or other work located within the Coastal Barrier Resources System that the Government has determined are ineligible for Federal financial participation, or if the Government agrees to provide additional work or betterments on behalf of the Non-Federal Sponsor, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days of receipt of such written notice, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Savannah (K6)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE V - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate implementation of the periodic nourishment work unless the Assistant Secretary of the Army (Civil Works) determines that continuation of such work is in the interest of the United States or is necessary in order to satisfy agreements with other non-Federal interests.

B. If the Government determines at any time that the Federal funds made available in BBA 2018 for implementation of the periodic nourishment work are not sufficient to complete such work, the Government shall so notify the Non-Federal Sponsor in writing within 30 calendar days, and upon exhaustion of such funds, the Government shall suspend construction until the parties execute an amendment to this Agreement that provides for cost-sharing of the remaining work.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. In the event of termination, the parties shall conclude their activities relating to implementation of the periodic nourishment work. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

E. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VI - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, operation, maintenance, repair, rehabilitation, and replacement of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to total costs of the periodic nourishment work and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the periodic nourishment work. Government audits shall be conducted in accordance with applicable Government cost principles and regulations.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement by the Government.

ARTICLE IX - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor: [INSERT TITLE] City of Tybee Island [INSERT ADDRESS] If to the Government: District Commander U.S. Army Corps of Engineers, Savannah District [INSERT ADDRESS]

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the **INSERT TITLE OF THE GOVERNMENT REPRESENTATIVE: i.e., Division Commander or District Commander, if signature authority is delegated**].

DEPARTMENT OF THE ARMY

CITY OF TYBEE ISLAND, GEORGIA

BY:_____

[TYPED NAME] [FULL TITLE] BY: [TYPED NAME] [FULL TITLE

DATE: _____

DATE: _____

2018 Emergency Supplemental P.L. 115-123 PPA CHECKLIST

I. BASIC INFORMATION:

	a. Name of Authorized Project:
	b. Name of Separable Element:
	c. CWIS Number:
	d. Date Chief's Report:
	e. Authorizing Document:
	f. Law/Section/Date of Project Authorization:
	g. Laws/Sections/Dates of Any Post-Authorization Modification:
	h. PPA Covers:(1) Authorized Project (2) Separable Element
	i. Non Federal Sponsor(s):
	j. Project Purpose: CSRM or FRM
	 k. Is the project ongoing construction: Yes No. If yes, note date of previously executed PCA/PPA, including any executed amendments, if any, covering this work: PCA/PPA, date: Amendment, date:
	1. Scheduled date for execution of the PL115-123 PPA:
funds:	m. Scheduled Advertisement Date of First Construction Contract using PL 115-123

Scheduled Award Date:

II. PROJECT DOCUMENTS:

a. Title of Project Report/Date/Approving Authority of Project Report Supporting PPA:

b. Mitigation: _____ Yes; _____ No

If Yes, Describe type of mitigation and whether included in project report and PPA. Cost of Mitigation ______

c.	Current M-CACES H	Estimate: \$	Date Prepared and Price Lev	el:
(If	ongoing cost to com	plete)		

d. Fully Funded Cost Estimate as of 1 Oct FY _____ (If ongoing cost to complete)

e. Date of Latest Economic Analysis:

f.	Current Economics:	BCR	@	% FY	
]	RBRCR	@	% FY	

III. COSTS AND COST SHARING SUMMARY: (If project is CSRM, break out Initial Construction and Periodic Nourishment Costs):

a. Is Initial Construction "Full Federal": ____Yes ____No

b. Is Non-Federal Cash Financed for Initial Construction: ____Yes ___No

INITIAL CONSTRUCTION:

Purpose	<u>Cost Share %</u>	<u>Total Cost</u>	Cost of LERRDs	<u>Non-Federal Cash</u>
PERIOD	IC RENOURISHM	ENT:		
<u>Purpose</u>	<u>Cost Share %</u>	<u>Total Cost</u>	Cost of LERRDs	<u>Non-Federal Cash</u>
a.	Annual Non-Fed OM	/IRR&R Costs (1	Oct FY Price Lev	rels):
b.	Source of Non-Fede	ral Funds:		

c. Source, Amount, & Date of Authorization From Granting Agency for Other Agency Funds (Attach Authorizing Letter): _____

IV. FUNDING HISTORY:

a. Construction, General and/or PL 113-123 Appropriations History for Project/Separable Element:

Fiscal Year	Budget Amount	Appropriated Amount

V. ENVIRONMENTAL COMPLIANCE:

Have all applicable environmental requirements been met and clearances received?*

Dates of Environmental Compliance:**

FONSI Signed	EIS Filed		ROD Signed
ESA Sec. 7 Concluded		CZM Consistence	cy Determination
401 Certification or	404(r)		404(b) (1)
Sec 103 MPRSA Eval		USFWS Coo	rd. Act Rpt
Sec 106 NHPA (SHPO and/or A	CHP)	Clean Air A	ct

Have the costs of compliance with the above clearances been adequately defined and included in the project cost estimate? ____ Yes ___ No

*If the PPA covers design and construction of the project, all environmental compliance requirements must be completed prior to solicitation of the first construction contract.

** Advance vertical team coordination is required if the NEPA documentation will be more than 5 years old, or the ESA findings more than 3 years old, at the time of initiation of construction.

VI. REVIEW BY NON-FEDERAL SPONSOR AND ITS COUNSEL:

Has PPA as submitted, including the Certificate of Authority, been reviewed by the non-Federal sponsor's counsel? ____ Yes ____ No

VII. OTHER REQUIREMENTS:

- a. Attach certificate of legal review.
- b. Attach current Federal/Non-Federal Allocation of Funds Table.
 - For projects with financed non-Federal cash contribution, use format in Appendix B, ER 1165-2-131.
 - For projects with 100% Federal construction, use following format:

FEDERAL/NON-FEDERAL ALLOCATION OF FUNDS						
<u>YR.</u>	TOTAL INITIAL CONSTRUCTION COST	* %	NON-FED <u>CASH</u>	LERRD	<u>FEI</u>	DCASH**
Prior to year 1 of Construction (Sunk PED)	f \$		\$	\$	\$	
1	\$		\$	\$	\$	**
2	\$		\$	\$	\$	**
3	\$		\$	\$	\$	**
TOTAL	\$	100	\$	\$	\$	**

* PL 115-123 Funds

** FED CASH includes LERRD cost.

c. Attach non-Federal Sponsor's Self-Certification of Financial Capability.

d. Attach updated project fact sheet.

VIII. AUTHENTICATION:

Project Manager

Date: _____

District Counsel

Date:_____

DDE (PM)

Date: _____

District Commander

Date: _____

17. First Reading, 12-2019, Article IV, Chapter 58-108, Revise the Room Excise Tax at the Rate of 7% to Provide for Distribution of Tourism Product Development by Resolution, to Establish an Effective Date



ORDINANCE NO. 12-2019

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND, GEORGIA, SO AS TO REVISE THE ROOM EXCISE TAX SO AS TO REPEAL SECTION 58-108 AND REPLACE WITH A NEW TAX AT THE RATE OF 7%; TO PROVIDE FOR DISTRIBUTION OF TOURISM PRODUCT DEVELOPMENT BY RESOLUTION, TO ESTABLISH AN EFFECTIVE DATE

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, in the 2019 session of the Georgia General Assembly, a Local Act (House Bill 591) was adopted and it authorized the city of Tybee Island, pursuant to O.C.G.A. §48-13-51(b) to impose a tax at the rate of seven percent (7%) of taxable charges to the public for lodging accommodations and that the revenue would be used pursuant to the provisions of O.C.G.A. §48-13-51.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of the City of Tybee Island, Georgia, Article IV, Section 58-108, Rate, is hereby added and the Code is amended so that hereafter the section and Code shall read as hereinafter provided.

SECTION 1

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Article IV, Chapter 58-108, to be amended so as to hereafter read as shown below.

SECTION 2

Sec. 58-108 RATE

The rate of taxation shall be seven percent (7%) of taxable charges to the public for lodging accommodations. The tax shall be levied at this rate and the resulting revenue shall be used pursuant to the provisions of O.C.G.A. §48-13-151, including O.C.G.A. §51(b). Further, that portion of the tax dedicated to tourism product development will be distributed in accordance with a resolution to be passed by the Mayor and Council designating the tourism product development to which funds will be designated and distributed.

SECTION 3

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4

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

SECTION 5

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 6

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia, or as otherwise specified by the Mayor and Council herein as _____ day of ______, 2019.

ADOPTED THIS __ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING:

SECOND READING: _____

ENACTED:

572/1/Ordin 2019 hotelmotel

18. Bubba Hughes: MOU, Tybee Island Maritime Academy

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



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this _____ day of ______, 2019, by and between the CITY OF TYBEE ISLAND, GEORGIA, a duly organized municipality under the state of Georgia (hereinafter referred to as "City"), and the TYBEE ISLAND MARITIME ACADEMY, identified as the Tybee Island Charter School, a duly organized charter school in Chatham County and operating in the City (hereinafter referred to as "Charter School").

WITNESSETH:

WHEREAS, the City is a duly existing municipality; and

WHEREAS, the Charter School is located in the City; and

WHEREAS, the City owns a former school building (hereinafter "Old School Building") that is used by the City, civic groups and organizations to conduct certain programs; and

WHEREAS, the Charter School is in need of the use of space in the City's Old School Building for educational purposes; and

WHEREAS, the City and Charter School wish to accommodate the needs and wishes of each with respect to the use of the rooms in the Old School Building by the Charter School on an interim basis or short term basis.

NOW, THEREFORE, the City and Charter School enter into this Memorandum of Understanding as follows:

1. For a period commencing on the 9th day of August, 2019, and for a period not to exceed one year from the date hereof, Charter School students and instructional staff may use those rooms in the Old School Building known as Rooms _____ and ____, as well as access to and from such rooms for school related and teaching purposes and for no other purposes.

2. The Charter School will supply evidence of liability insurance of not less than \$1,000,000.00 combined single limit with the City named as an additional insured on a comprehensive general liability policy so as to cover the City, its agents, employees and representatives from any claims arising out of the Charter School and its instructors' and students' use of the City's premises.

3. The representatives of the Charter School shall coordinate scheduling usage of the rooms with a designated representative of the City and all such uses shall be agreed upon in advance. Such representatives will be named within 20 days of the execution of this Memorandum. The City and the Charter School shall each provide notice to the other of the

name, title, telephone number, and email address of their designated representatives. Any changes in designated representatives shall be communicated in writing to the other party.

This Memorandum of Understanding may be canceled by the City or the Charter 4. School upon twenty (20) days' notice to the other party with such notice to be made in writing and delivered by or to the other party and, in the case of notice to the City, notice shall be made to the Mayor of the City, Jason Buelterman, at jbuelterman@cityoftybee.org with a copy to the City Manager, Shawn Gillen, at sgillen@cityoftybee.org, and to the Charter School by email to Carolyn Jurick at ckjurick@comcast.net.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2019.

CITY OF TYBEE ISLAND

By: ______ Jason Buelterman, Mayor

Attest:

Jan LeViner, Clerk

APPROVED AS TO FORM:

Edward M. Hughes City Attorney

TYBEE ISLAND CHARTER SCHOOL

By: _____ Its: _____

19. Bubba Hughes: Indigent Services Agreement



INDIGENT DEFENSE SERVICES AGREEMENT BETWEEN JENNIFER OZER AND THE CITY OF TYBEE ISLAND, GEORGIA

THIS AGREEMENT entered into this _____ day of ______, 2019, by and between JENNIFER L. OZER, an attorney authorized to practice law in the State of Georgia, (hereinafter "Ozer") and THE CITY OF TYBEE ISLAND, GEORGIA, a body politic and municipality of the State of Georgia, PO Box 2749, Tybee Island, GA 31328 (hereinafter the "City"). This Agreement shall be effective upon the execution by the City, except that some services may have been provided prior to execution in anticipation of this agreement.

WHEREAS, Ozer is an attorney practicing law in the State of Georgia specializing in criminal defense work; and

WHEREAS, the City is a Georgia municipality which maintains a municipal court wherein charges are brought against individuals sometimes in need of counsel; and

WHEREAS, applicable laws, including O.C.G.A. §36-32-1 and others, provide for the appointment of counsel for indigent defendants; and

WHEREAS, the City and Ozer have negotiated the within Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. **Engagement.** Ozer agrees to provide indigent defense services for defendants in the Municipal Court of Tybee Island as appropriate and in accordance with all applicable laws, the City Charter, and the ordinances of the City. Ozer is to act as Municipal Court Public Defender in accordance with such laws.

2. **Place of Work.** The Public Defender will perform the services as required by the City on a part time basis at such times and places as Ozer shall determine, except that court shall be held at places designated by the City.

3. **Duties.** Ozer shall at all times maintain membership in the Georgia Bar as a member in good standing and shall use his best efforts and judgment in performing services of the Public Defender and shall act as an independent contractor in the representation of the City customers. Notwithstanding any other provision hereof, Ozer shall only be required to attend two court sessions per month out of any month in which the regular schedule for court sessions is

three sessions. The City contemplates having a session of court that would entail the need for the services of a Public Defender and, therefore, Ozer should not be required to attend that session nor is his compensation based upon any requirement that he attend the third court session. The duties of Ozer as Public Defender shall include contact with the City's customers and alleged violators and the general public and shall at all times behave in a professional manner in representing the interest of the City. Ozer shall be free to arrange the manner of performance of the duties hereunder and will not be expected to maintain a schedule of duties, except as necessary to comply with reasonable assignments requested by the City from time to time. As part of the services hereunder, Ozer agrees to respond reasonably and when necessary, to visit customers or defendants who are inmates in confinement in order to properly perform the responsibilities hereunder.

4. **Manner of Performance.** Ozer will determine the method, details and means of performing services on behalf of the City. The City shall have no right to, and shall not, control the manner or determine the method of accomplishing Ozer's Public Defender services. Ozer will be responsible for supplying all equipment and instrumentalities required to perform services under this agreement; provided, however, upon execution of this agreement, the City will provide Ozer with court staff sufficient to manage the court's services.

5. **Compensation.** For services to be rendered and performed hereunder by Ozer as Public Defender, the City will pay Ozer Twelve Thousand Five Hundred and No/100 (\$12,500.00) Dollars annually for the two court sessions per month for services rendered pursuant to this agreement. Payment shall be invoiced and paid monthly. This compensation is to include two court sessions per month and for related required communications with the alleged violator. Ozer acknowledges that this is an independent contractor agreement, and she shall be responsible for payment of any and all taxes on the compensation paid to her hereunder and agrees to indemnify and hold the City harmless therefrom. As an independent Public Defender, Ozer shall not be entitled to receive any fringe benefits that are generally available to employees of the City and shall only be entitled to receive the cash compensation specifically set forth herein. It is agreed that, when requested by the City, Ozer will provide estimated costs, expenses, or amount of time spent in connection with any defendant(s).

6. **Independent Public Defender.** The parties agree that Ozer will act as an independent Public Defender in performing her duties hereunder and is not an employee, agent, joint venturer or partner of the City. Ozer shall comply with all federal, state and local laws in performing her duties hereunder. Ozer shall adhere to and perform the duties herein in conformity with all practices, procedures, and/or standards required of the Chatham County Public Defender's Office. Ozer shall not incur any obligations on behalf of the City without the City's written consent. Ozer is not an employee of the City and Ozer shall have the exclusive responsibility for appropriate withholding of the taxes relating to compensation hereunder, and

the City shall not withhold any federal, state or local taxes thereon. Further, the City is not obligated to and will not withhold FICA (Social Security) from payments made to Ozer and will not make state or federal unemployment insurance contributions on behalf of Ozer. Upon request by City, Ozer shall provide proof of compliance with the provisions of this section and failure to comply with same shall constitute a breach of this agreement by Ozer.

7. <u>**Term.</u>** This Agreement shall be an at will term, terminable by either party, and may only be terminated upon providing written notice at least thirty (30) days in advance of the date of termination. A termination notice must be sent via certified or registered US mail to the address of the parties set forth in the opening paragraph of this Agreement or be provided via hand delivery with a written confirmation of receipt. Notwithstanding any other provision hereof, all obligations of the City under this agreement shall cease as of December 31 of each calendar year in which this agreement is in effect subject, however, to an automatic renewal of the agreement in the absence of a notice to not renew or to cancel at least 30 days prior to the end of a calendar year.</u>

8. <u>Expenses.</u> City shall only reimburse Ozer for expenditures if Ozer had prior authorization from City to incur such expenditures.

9. <u>Assignment.</u> The City specifically contracts for services of Ozer but, from time to time, in the event Ozer is unavailable, Ozer may assign, subcontract or delegate the duties hereunder without notice to City.

10. **Construction.** The parties acknowledge that each had a part in the preparation of this Agreement, and this Agreement shall not be strictly construed against either party.

11. <u>Georgia Law.</u> This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Georgia.

12. <u>Severability.</u> Should any provision of this Agreement be held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement.

13. **Captions.** The captions or headings of the sections or other subdivision hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representative and Ozer has caused this Agreement to be executed as of the date first written above.

[SIGNATURES TO FOLLOW]

INDEPENDENT PUBLIC DEFENDER

CITY OF TYBEE ISLAND

Name: Jennifer L. Ozer

_____ Date

Jason Buelterman, Mayor

_____ Date

Clerk of Council

_____ Date

APPROVED AS TO FORM:

Edward M. Hughes, City Attorney

_____ Date

26. Shawn Gillen: Reserving Pumps for Lift Stations





RENTAL QUOTE

172120878

rob site <u>Adress</u>	CITY OF TYBEE ISLAND 403 BUTLER AVE TYBEE ISLAND GA 31328-9785
дo	Office: 912-786-4573 Cell:

Office: 912-786-4573 **Cell:** 678-953-1431

CITY OF TYBEE ISLAND POST OFFICE BOX 2749 TYBEE ISLAND GA 31328

Quote Date : Estimated Out : Estimated In : UR Job Loc :	6402364 07/30/19 08/12/19 12:00 PM 09/09/19 12:00 PM 403 BUTLER AVE, TYBE 3
Customer Job ID:	
P.O. # :	PEND
	STAN BEARDEN
Written By :	
Salesperson :	DENNIS HEATER

This is not an invoice Please do not pay from this document

RENTAL ITEMS:				
<u>QtyEquipmentDescription</u>	<u>Minimum</u>		Week 4 Week	Estimated Amt
1 ONE WEEK MINIMUM FOR STANDBY PUMPS	4944.00		4944.00 19776.00	
12 5202003 PUMP 6" VAC ASSIST - DIESEL				
			Rental Subtotal:	19,776.00
SALES/MISCELLANEOUS ITEMS:				
Oty_Item		Price	Unit of Measure	Extended Amt.
1 ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000	EACH	99.00
1 DELIVERY CHARGE		1500.000	EACH	1,500.00
		1300.000	EACH	1,300.00
1 PICKUP CHARGE		1500.000	EACH	1,500.00
			Sales/Misc Subtotal:	3,099.00
			Agreement Subtotal:	22,875.00
			Rental Protection:	2,966.40
			Estimated Total:	25,841.40
COMMENTS/NOTES:				

CONTACT: STAN BEARDEN CELL#: 678-953-1431

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.

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RENTAL QUOTE

17010002

ob Site <u>ddress</u>	CITY OF TYBEE ISLAND 403 BUTLER AVE TYBEE ISLAND GA 31328-9785
Adio	Office: 912-786-4573 Cell:

Office: 912-786-4573 Cell: 678-953-1431

CITY OF TYBEE ISLAND POST OFFICE BOX 2749 TYBEE ISLAND GA 31328

# 172120723				
	6402364			
Quote Date :	: 07/30/19			
Estimated Out :	08/05/19 12:00 PM			
Estimated In :	09/02/19 12:00 PM			
UR Job Loc :	403 BUTLER AVE, TYBE			
UR Job # :	: 3			
Customer Job ID:	:			
P.O. # :	PEND			
Ordered By :	STAN BEARDEN			
Written By :	DENNIS HEATER			
Salesperson :	DENNIS HEATER			

This is not an invoice Please do not pay from this document

RENTAL ITEM QtyEqui 1	MS: ipment_	Description LISTED HOSES FOR BYPASS PUMPS	<u>Minimum</u> 2364.00		Week 2364.00	<u>4 Week</u> 7146.12	Estimated Amt
12 537/	/2930	HOSE 6X20 RUBBER SUCTION - QC					
12 537/	/6830	HOSE 6X50 RUBBER DISCHARGE - QC					
12 545/	/6623	6" QC STRAINER					
12 545/	/9296	FITTING 6" SOCKET TO FPT					
					Rental	Subtotal:	7,146.12
SALES/MISCE		JS ITEMS:		Price	Unit of	Measure	Extended Amt.
1 DE	ELIVERY	CHARGE		250.000	EACH		250.00
1 PI	LCKUP CH	IARGE		250.000	EACH		250.00
				:	Sales/Misc	Subtotal:	500.00
					Agreement Rental Pr Estimat		7,646.12 1,071.92 8,718.04

COMMENTS/NOTES:

CONTACT: STAN BEARDEN CELL#: 678-953-1431

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