

MAYOR
Shirley Sessions

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



CITY MANAGER
Dr. Shawn Gillen

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA

REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL

December 08, 2022 at 6:30 PM

Please silence all cell phones during Council Meetings

Opening Ceremonies

- Call to Order
- Invocation
- Pledge of Allegiance

Announcements

Consideration of Items for Consent Agenda

Recognitions and Proclamations

1. Tiffany Hayes appointment to Chief, Tybee Island Police Department
2. Major Tiffany Hayes: Starlight Program and Recognition

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

3. Minutes: City Council Meeting, October 27, 2022
4. GaDOT Presentation: Workshop, November 14, 2022,
5. Minutes: Special Meeting: November 14, 2022
6. Savannah Chamber, Presentation: Workshop, November 21, 2022
7. Minutes: Special City Council Meeting: November 21, 2022

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

8. Clark Alexander, Director, Skidaway Institute of Oceanography: Dune Monitoring Project Update
9. Kevin Smith, PE, Thomas & Hutton: Storm water Management Plan Delivery
10. Alan Robertson:
 - GA Department of Natural Resources Grant: Resolution to accept grant.
 - University of Georgia Back River Project Agreement: Approve funding subject to conditions being met.
 - DNR Short Protection Act Permit Application for Structures on the Beach: Approval to proceed

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



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

- [11.](#) Pat Leiby: MLK's upcoming December and January Programs
- [12.](#) Virginia Ward: Outgoing President, Tybee Post Theater
- 13. Elizabeth Reed: Sea Birds
- 14. Mariah Hay: 1113 Laurel Avenue
- [15.](#) Jenny Rutherford: Easement 21 Pulaski Street

If there is anyone wishing to speak to anything on the agenda other than the Public Hearing, please come forward.

Consideration of Approval of Consent Agenda

Public Hearings

- [16.](#) Site Plan Approval with Variance: requesting to remove off street parking -1311 Butler Ave. -40007 16002 – Zone C-2 – Jim Sheffield.
- [17.](#) Text Amendment: Land Development Code - Section 4-051. Short-Term Rentals – City of Tybee.

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

- [18.](#) Agenda Request: 2023 Entertainment License Renewals
- [19.](#) Agenda Request for 2023 Alcohol License Renewals
- [20.](#) Agenda Request: Zunzi's Operations LLC dba Zunzibar Alcohol License Request: Liquor/Beer/Wine/Sunday Sales-consumption on premises only

Consideration of Bids, Contracts, Agreements and Expenditures

- [21.](#) HMGP Grant Administration Contract Extension
- [22.](#) Jennifer Ozer, Public Defender
- [23.](#) Arnett Muldrow Contract Agreement
- [24.](#) Motorola Solutions, Inc. Communications System Lease-Purchase Agreement, \$1,485,907.

Consideration of Ordinances, Resolutions

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

Council, Officials and City Attorney Considerations and Comments

- [26.](#) Bubba Hughes: Resolution 2022-09. Adoption-Enforcement of Minimum Fire Safety Standards
- [27.](#) Bubba Hughes: Confirmation/Clarification, 2022-04/2022-11 regarding dates
- [28.](#) Barry Brown: Ambulance Agreement with Chatham County
- [29.](#) Barry Brown: MRS Building Roof Payment
- [30.](#) Brian West: Wagging Winter Wednesday

Minutes of Boards and Committees

- [31.](#) PC Minutes October 17, 2022

[32.](#) PC Minutes November 14, 2022
Executive Session
Discuss litigation, personnel and real estate

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

Adjournment

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

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



THE VISION OF THE CITY OF TYBEE ISLAND

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



THE MISSION OF THE CITY OF TYBEE ISLAND

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

File Attachments for Item:

3. Minutes: City Council Meeting, October 27, 2022

City Council Minutes, October 27, 2022

Mayor Sessions called the meeting to order at 6:30PM, October 27, 2022. Those in attendance were Brian West, Monty Parks, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; Jen Amerell, Finance Director; and Jan LeViner, Clerk of Council.

Opening Ceremonies

Call to Order

Posting of the Colors and Pledge of Allegiance, Tybee Island Youth Council

Invocation: Jan LeViner, Clerk

Jan LeViner, Clerk of Council and Director of the Tybee Island Youth Council approached Mayor and Council. Ms. LeViner gave a brief update on upcoming events to include a trip to the Capital for Savannah/Chatham Day. Ms. Hill, Assistant Director, then introduced the following incoming members:

William Fleming

James Fletcher

Zoe Hamilton

Callen Ingram

Peyton Jones

Anchor Lovejoy

Tenley Martin

Mayor Sessions took her place at the podium and administered the Oath of Office to the incoming members. She also gave each member a certificate and City pin.

Jan Will approached Mayor and Council to discuss a **Train for Tybee**. Ms. Will stated she has train tracks and benches that were donated to her and in her opinion they need to come back to Tybee Island. She would like to make this a community project and is asking the support of Mayor and Council. Mayor Sessions thanked Ms. Will for her ideas and asked Main Street to work with Ms. Will.

Pat Leiby approached Mayor and Council to discuss the **Indigenous People Program**. Ms. Leiby stated the Tybee Island MLK organization would present a program on Saturday, November 5, 2022, at Hotel Tybee, to remember the Native Americans who were here at Tybee Island before we were. Mayor Sessions thanked Ms. Leiby for her work.

Greg Stoffler approached Mayor and Council to speak to the water/sewer rate increase. Mr. Stoffler stated his water rates have increase by 177% with the new tier structure. He is asking Mayor and Council to reconsider the tier structure. Mayor Sessions thanked Mr. Stoffler for his comments.

Fran Galloway approached Mayor and Council. Ms. Galloway thanked Mayor, Council and Staff for their assistance during the raising of her home. She asked Mayor and Council to approve the distribution of excess funds from the Grant. Mayor Sessions thanked Ms. Galloway.

Sanjay Patel approached Mayor and Council. Mr. Patel asked Mayor and Council to reconsider the rate and tier structure for hotels/motels. Mayor Sessions thanked Mr. Patel.

Mayor Sessions added the following to the Consent Agenda:

- Minutes, October 13, 2022
- Attachments to Minutes, October 13, 2022
- Southeast Corrections, LLC - Probations Services

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

Nancy DeVetter made a motion to approve the consent agenda. **Brian West** seconded. Vote was unanimous to approve, 6-0.

Consideration of Bids, Contracts, Agreements and Expenditures

City Hall Renovation Contract: RW Allen Construction, LLC. **Mayor pro tem Brown** stated his concerns regarding the cost of the renovation as he feels the cost of \$1.7M with the potential to be over \$2M is extremely high. He recommended having a working group to study the plan, detail by detail. Dr. Gillen gave a timeline for the renovation of City Hall as well as the hazards that are currently associated with City Hall. He continued that City Hall staff have been involved in the renovation as well as the department heads. Mayor pro tem Brown stated his preference would be to build a new City Hall with the \$1.7M than to renovate the current City Hall. Dr. West stated he is in agreement with a new City Hall but the issue is where the building would be located on the Island. Mr. Hosti stated he agrees there is a need for a new City Hall but Mayor and Council have already approved the bid. Mr. Burke confirmed and agrees with Mayor pro tem Brown as to the cost of the renovation. Mr. Parks stated this is the first discussion he has heard on a new City Hall. He continued, Mayor and Council accepted a bid previously for \$1.7M, which was on the Consent Agenda. Mr. Parks is in favor of moving forward. Dr. Gillen discussed the possibility of building a new City Hall and the potential issues if the City delays moving forward with the contractor as he could commit to another construction job. Ms. DeVetter reminded everyone that this was approved on the Consent Agenda at a previous meeting and that was the time when all these concerns should have been presented and discussed. **Spec Hosti** made a motion to approve. **Nancy DeVetter** seconded. Voting in favor were Monty Parks, Brian West, Nancy DeVetter, and Spec Hosti. Voting against were Jay Burke and Barry Brown. Motion to approve 4-2.

Consideration of Ordinances, Resolutions

First Reading: 2022-14, Sec 2-263. Beach Task Force - Disband and Repeal. **Nancy DeVetter** stated the Beach Task Force (BTF) has been an extremely successful Task Force for the City for twenty years. Currently there are individuals that are working on the main tasks that the BTF used to work on behalf of the City. The BTF currently has issues with meeting schedules, quorums and having tasks to work on. After discussions with the BTF, the current chair reflected to her it is now appropriate for the BTF to sunset. Mr. Hughes stated there is a current ordinance in place and it is necessary to have the proposed ordinance approved by Mayor and Council. Mr. Hosti confirmed Alan Robertson has taken over many of the BTF duties and asked Dr. Gillen to give a brief synopsis of his duties. Dr. Gillen stated Mr. Robertson was hired by the City to manage the \$5M grant we received from the State, Reimbursement Grant. Mr. Robertson was the lead of sand for the beach as well as securing additional grants. He continues to work with our lobbyist in Washington for additional grants and will be used for a storm water project on 15th Street. The main issue is the extension of the Authorization for re-nourishment as the CORPS is not authorized to add sand to the beach after 2024. **Brian West** made a motion to approve. **Brian West** seconded. Voting in favor were Brian West, Monty Parks, Nancy DeVetter, and Spec Hosti. Voting against were Barry Brown and Jay Burke. Motion to approve, 4-2.

Bubba Hughes approached Mayor and Council to introduce a **Proposed Ordinance, 2022-15, Hardships Exceptions.** Mr. Hughes stated this is a proposed draft of an ordinance, which will go through the Planning Commission and will become part of the Land Development Code

(LDC) to remove from the variance process issues such as hardships to the property rather to an individual. This will create exceptions meaning rather than obtaining a variance an exception could be granted to accommodate someone with accessibility or other health related issues to a particular building would not be tied to the land. Mr. Parks stated he feels the City is moving in the right direction but has concerns with "limited due to illness, injuries, advanced age or other circumstances and asking Staff to determine if the requirement meets the Standards". He continued most requests are associated with elevators and would rather see an ordinance that gives Staff the authority to grant a variance for elevators within the setback. Ms. DeVetter asked Mr. Hughes his recommendation in moving forward. Mr. Hughes stated to his knowledge, most cities grant variances, as does Tybee Island. Mayor pro tem Brown asked if Staff has the ability to grant stairs in the setback currently. Mr. Hughes confirmed. Mayor pro tem Brown asked if elevators could be added to the ordinance. Mr. Hughes confirmed but would still have to be sent to the Planning Commission for their recommendations. He stated, the way the proposed ordinance is written it would give Staff the ability to allow an exception to a rule to accommodate an individual's needs. Ms. DeVetter asked what are the checks and balances associated with the proposed ordinance as to the approval process. Mr. Hughes responded, the Standards of what documentation would be required is not addressed in the proposed ordinance. Mayor Sessions asked what action does Mayor and Council have to take. Mr. Hughes stated none as it would be sent to the Planning Commission for their recommendations. Mr. Parks confirmed and asked the Planning Commission to add to the current ordinance Staff approval variance requests for elevators. Mr. Hughes stated would revise the current ordinance and send to the Planning Commission for their recommendations.

Barry Brown approached Mayor and Council to discuss **Fire Protection for all Commercial Buildings**. Mayor pro tem Brown asked Dr. Gillen if the City was meeting the Georgia Standard Fire Protection. Dr. Gillen stated a discussion took place regarding the position of Fire Marshal and he would be responsible for inspections. Chief Kendrick approached. Chief Kendrick stated the Rules and Regulations of the State Fire Marshal's Office permits the City as a municipality to do what we need to do to ensure the citizens are in a safe environment within our businesses. Under Title 25, it also gives the same information and permissions. Mr. Hughes stated the issue with the Regulations incorporating State Law is extremely complicated. He continued, the recommendation is to have a resolution prepared, if that is the wish of Mayor and Council, to adopt the minimum fire safety standard and the official to enforce the Code. This would then be sent to the State Fire Commissioner for his approval to grant that authority to the City of Tybee and to designate Chief Kendrick the ability to make those inspections. Mr. Hughes stated he does recommend that the authority be granted in the interest of public safety. Mr. Parks expressed his concerns with fire inspections. He would like to see supporting data and clarification as there might be someone that is already tasked to do these inspections such as the County. Chief Kendrick responded, Chatham Council does not do annual inspections. The City needs to ensure these inspections are completed which ensures the businesses on the Island are maintained in life safety within their premises. This eliminates the potential liability against the City. Chief Kendrick stated the State has reached out to him to deputize him as a State Inspector to assist with Title 25 buildings, as they are understaffed. He recommended Mr. Hughes draft a resolution; bring to Mayor and Council for their approval, which will grant him the authority to do fire inspections on commercial buildings. Mr. Parks expressed his concerns regarding the period of the inspections as well as the cost. Mayor Sessions feels this will build a positive relationship

between the TIFD and businesses on the Island. Mr. Hughes stated he will prepare a resolution for the December 8, 2022 City Council meeting. **Brian West** made a motion to move forward with a resolution. **Nancy DeVetter** seconded. Voting in favor were Brian West, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Monty Parks voted in opposition. Vote was 5-1 to approve.

Monty Parks: Marine Science Center Bathrooms. To be heard at a later date.

Shawn Gillen approached Mayor and Council to give an update on the **Hazard Mitigation Grant Program (HMGP) Excess Funds**. Dr. Gillen stated there were twelve homes in the initial grant and of the twelve, six (6) homes were lifted and one home was dropped from the program due to work done by the homeowner and six (6) house dropped out of the program. Therefore, there are excess funds leftover. With the five (5) that were raised, there was cost overrun. The excess funds can be used for this grant for those approved expenditures. He is recommending the City cover the excess costs to pay 85% of those excess costs. The total excess eligible expenses less the 15% is \$173,076 and the remaining of the grant would be \$728,066. That amount would go back to FEMA. Ms. DeVetter asked if he has received approval from GEMA. Dr. Gillen stated not as of yet but he feels confident. Mr. Hughes stated the City is required to submit paperwork, formulas, for use of these funds. It is possible for the City to submit a request for the 15% of approved expenses or for total reimbursement. **Nancy DeVetter** made a motion to authorize the City to ask FEMA for reimbursement of the total excess expenses and if not approved ask for total reimbursement less the 15%. **Barry Brown** seconded. Vote was unanimous to approve, 6-0.

Barry Brown had to leave the meeting due to an emergency.

Shawn Gillen approached Mayor and Council to discuss **Hotel Motel Water/Sewer Rates**. Dr. Gillen stated this has been before the Finance Committee previously for their recommendations and Staff recommended no changes in the rate. The rate structure is such that it is self sufficient to fund the current system, put money back in to the system and set money aside for the future water treatment plant. He continued, prior to the change in the rate, hotel/motels paid a base rate and received 3,000 gallons of water per room at no additional cost. When the structure was changed, the free 3,000 gallons option was removed for everyone. Dr. West stated the rates are comparable to those from other municipalities. Dr. Gillen confirmed. Dr. West recommended the increase be phased in over a three (3) or five (5) year period which will give the hotels/motels time to adjust their costs. **Jen Amerell** approached Mayor and Council. Ms. Amerell stated with the multi units, the first unit is at the fixed rate and each additional unit there is a 50% discounted rate. Mr. Parks stated if there is one meter coming into the property why are they receiving a base rate per unit? Ms. Amerell stated that is the way the ordinance is set up. Mr. Parks would consider some type of phase in but does not want to do this until the next budget cycle, as he would like options. Ms. Amerell stated the change took effect on September 1, 2021. She continued, when the rate study was done two (2) years ago, in the plan, there was a small increment each year so there was not an inflated 15%. Ms. Amerell added, the higher the usage – the higher the rate. **Monty Parks** made a motion for the City Manager, in preparation of the FY24 budget; prepare a complete reanalysis of the water rates based on the current discussion. **Spec Hosti** seconded. Voting in favor of the motion was Brian West, Monty Parks, Jay Burke, and Spec Hosti. Voting against was Nancy DeVetter. Motion to approve, 4-1. Barry Brown had left the meeting.

Monty Parks made a motion to adjourn to executive session to discuss personnel, litigation and real estate. **Brian West** seconded. Vote was unanimous to approve, 6-0.

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

Brian West made a motion to adjourn. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

Meeting adjourned at 11:45PM

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

4. GaDOT Presentation, Workshop, November 14, 2022,



Tybee Island: Proposed Safety Project

Troy Pittman, PE
District Engineer

Joseph Capello, PE
District Traffic Engineer

Samuel Harris, PE
State Safety Engineering Manager

Three Takeaways

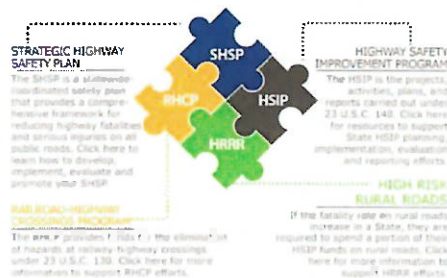
1. Safety Data for SR 26/US 80 on Tybee Island
2. Proposed Safety Countermeasures
3. Next steps for Community Engagement

Disclaimer

- This is not a programmed GDOT project
- This is a discussion on a potential GDOT safety project
- All concepts are drafts and are subject to change
- With the support of the City of Tybee Island, there will be community engagement meetings that will allow for comments and question.

GDOT Highway Safety Improvement Program

The Highway Safety Improvement Program (HSIP) is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance.

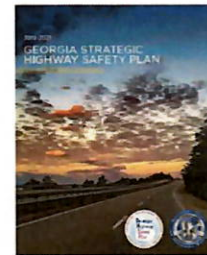


Vision of the Safety Program

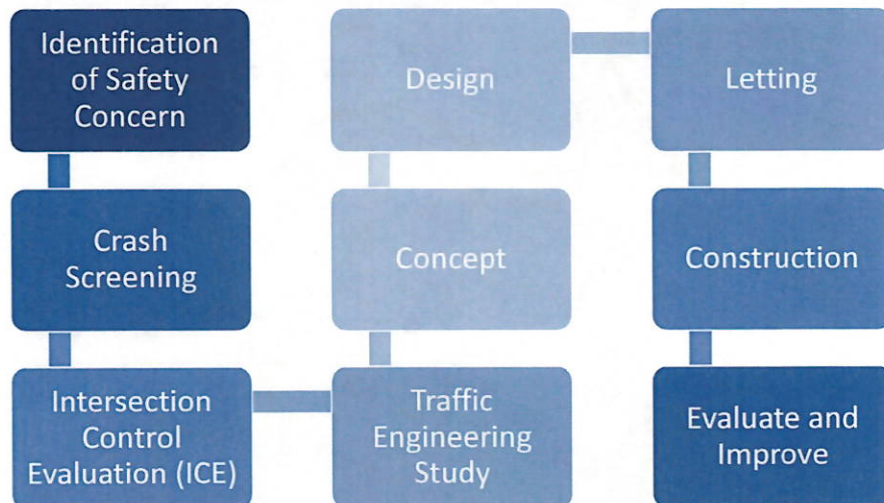
- Eliminate fatalities and reduce injury crashes on all Georgia roadways by using a safety data driven approach.

Objectives of the Safety Program

- Reduce pedestrian and bicycle crashes
- Reduce roadway or lane departure crashes
- Reduce intersection crashes
- Reduce off-system crashes
- Align goals with stakeholders/partners and Strategic Highway Safety Plan (SHSP)



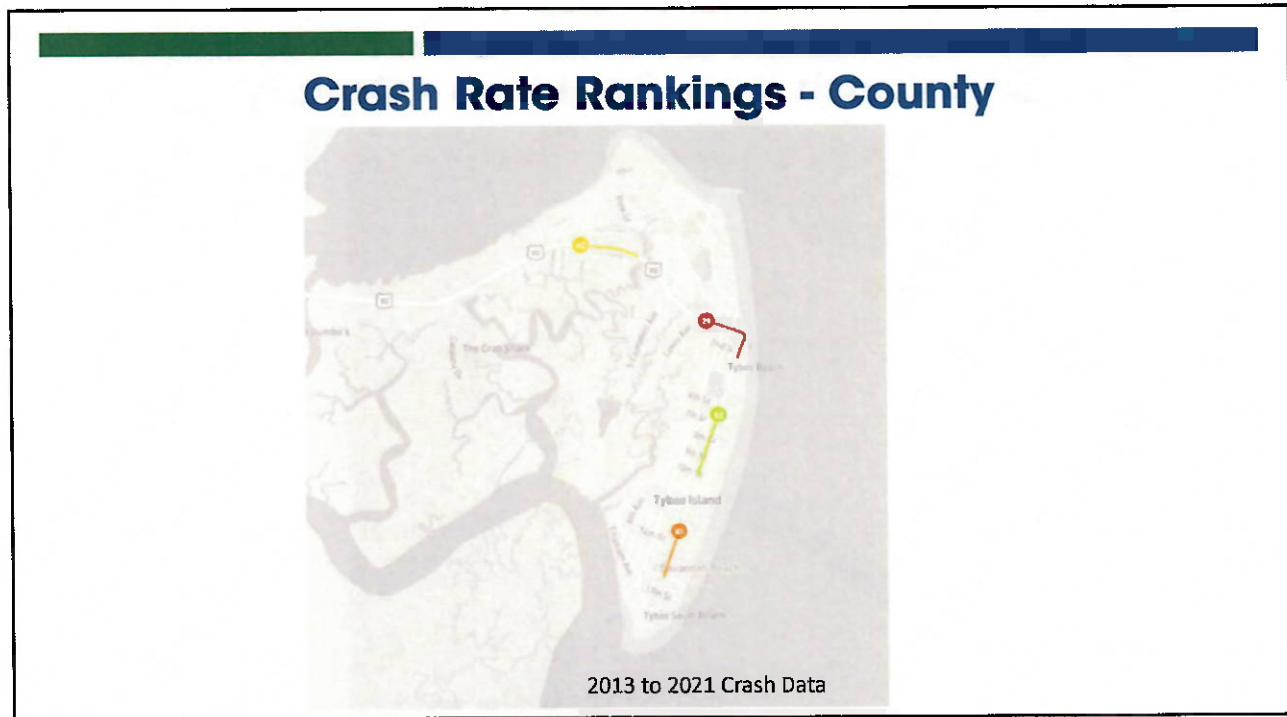
Project Standardization and Prioritization



How did we get here?



Segment Safety Analysis



PED Crash Rate Rankings - County



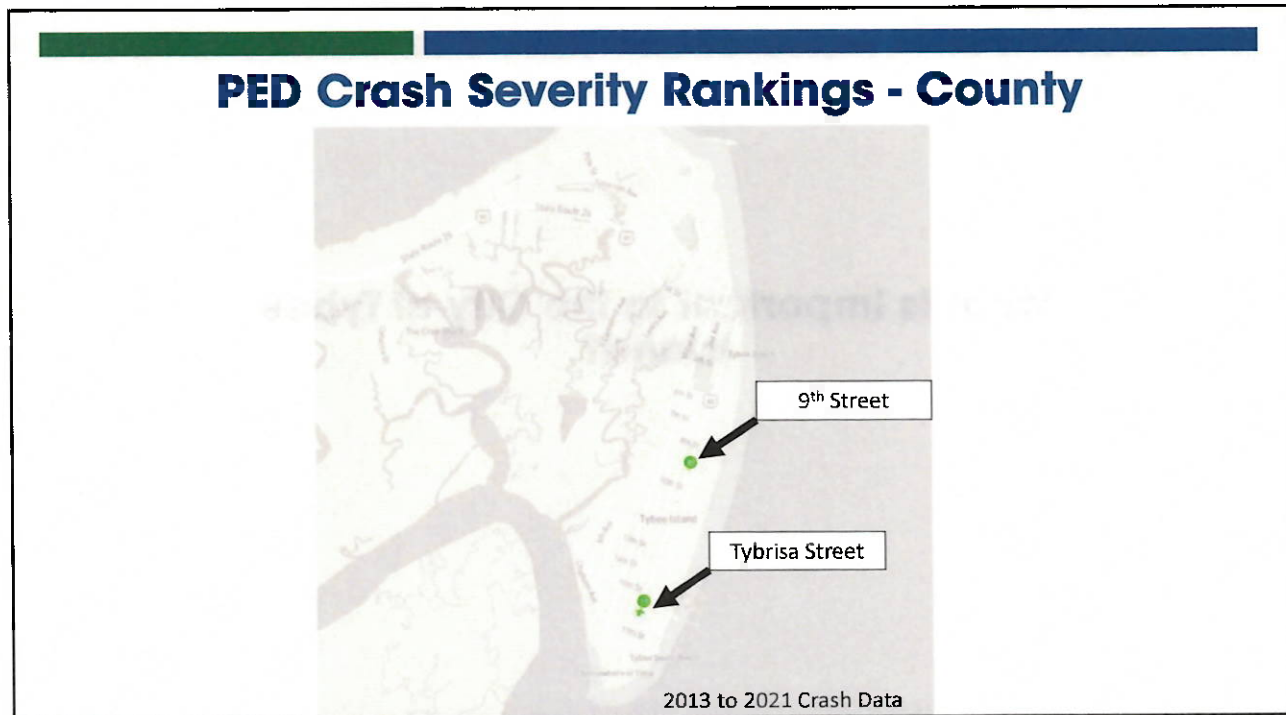
2013 to 2021 Crash Data

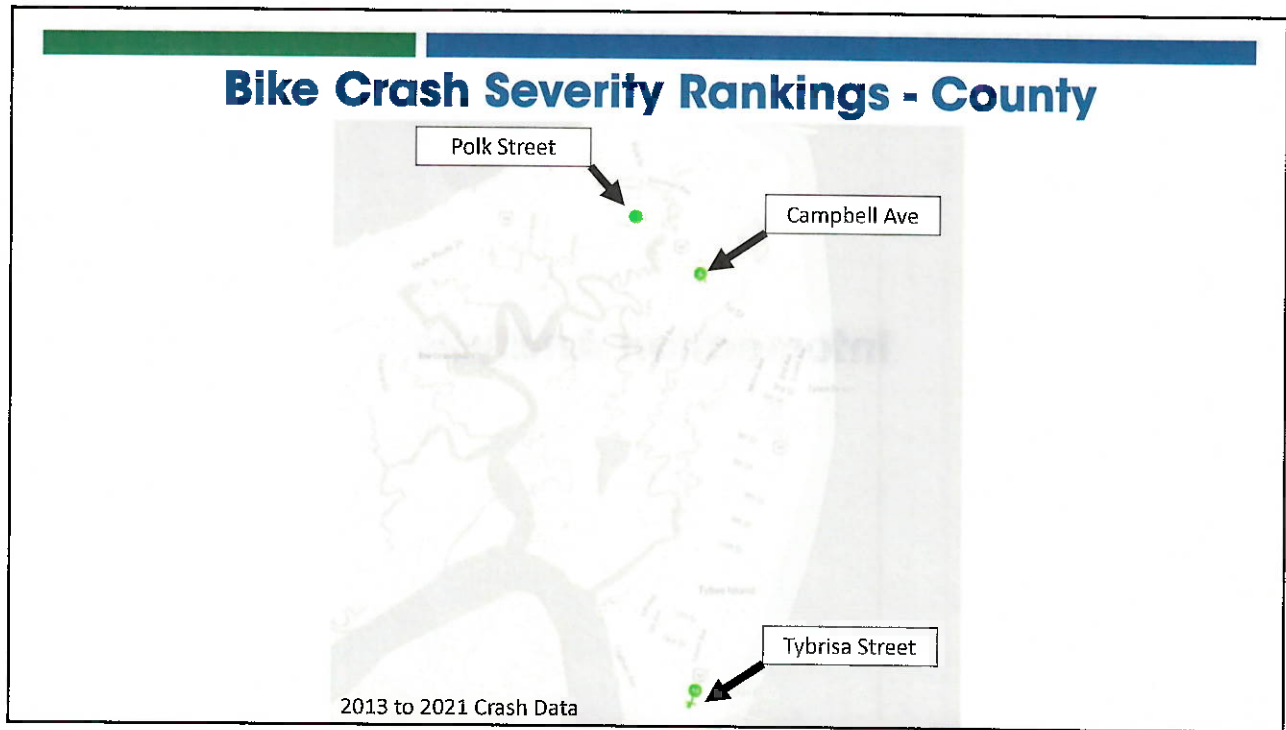
Bike Crash Rate Rankings - County



2013 to 2021 Crash Data

Intersection Analysis

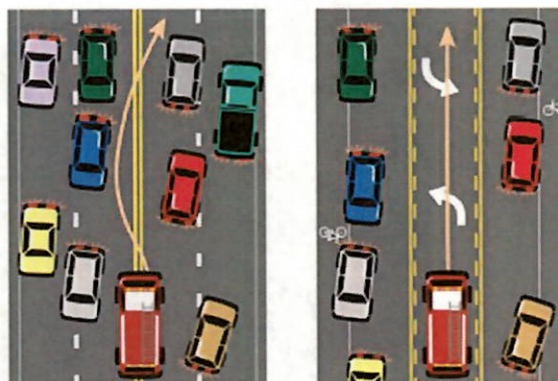




What is Important to the City of Tybee Island?

Emergency Vehicle Access

- Road Diets can improve emergency response times. Multi-lane undivided roads can be awkward and unsafe for emergency responders, and can slow response times.
- Drivers are often uncertain about where to go to allow emergency responders to pass.
- A two-way left-turn lane to move aside more quickly. The center turn-lane or bicycle lanes provides a predictable path for the emergency response vehicle



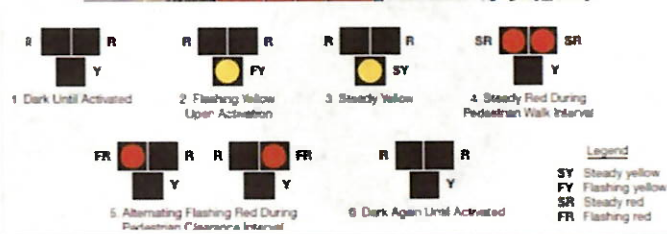
Before
A fire truck struggling to find a path.

After
An easily navigable two-way left-turn lane.

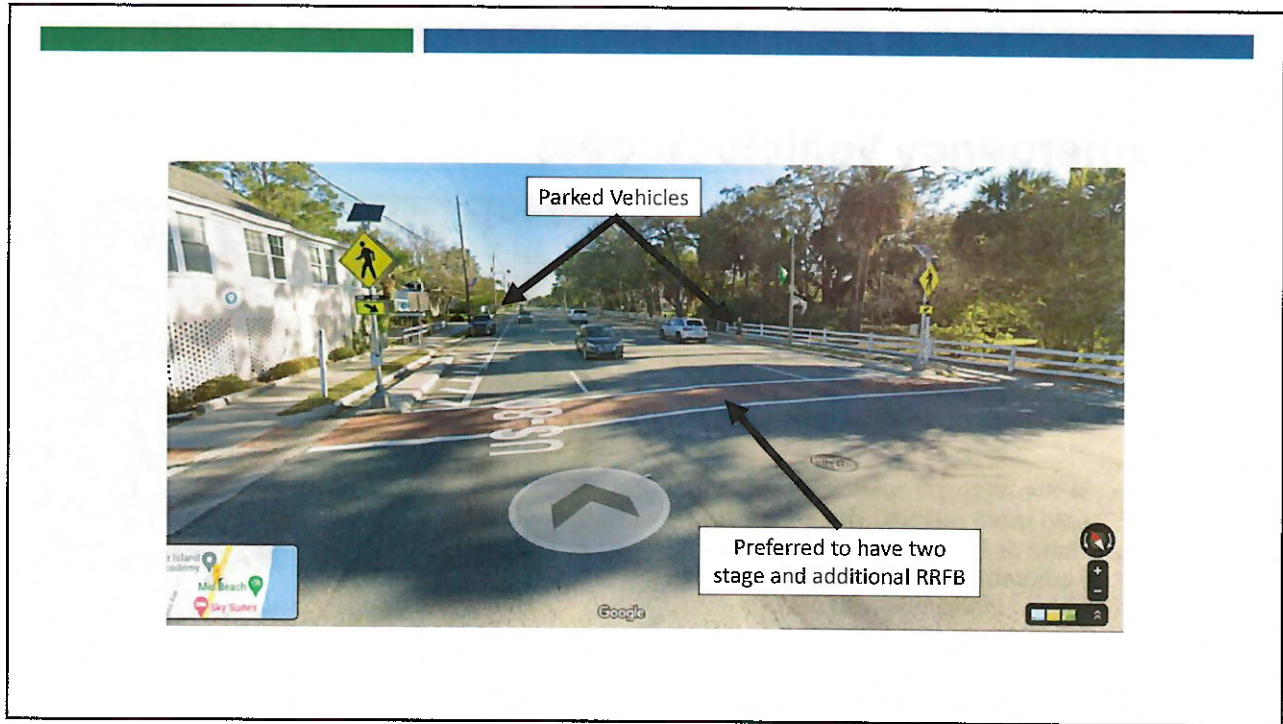
Source: https://safety.fhwa.dot.gov/road_diets/resources/fhwasa16074/

Pedestrian Safety

- 80% of the pedestrian crashes occurred inside a crosswalk. Statistically, in Georgia, 90% of pedestrian crashes happen outside of the crosswalk.
- 16 Pedestrian crashes (81% injury related) between 2013 and 2021.
- In analyzing the mid-block pedestrian crashes in Georgia, Pedestrian Hybrid Beacons (PHBS) have shown to provide an **86% decrease** in injury/fatal mid-block pedestrian crashes occurred.
- PHBs in Georgia have higher compliance (78%)

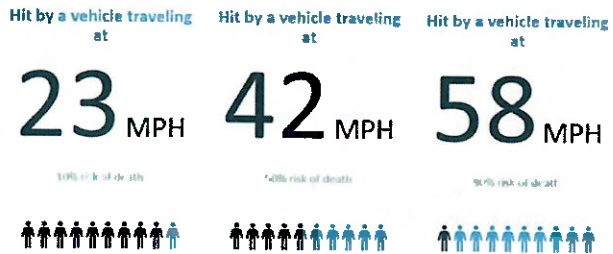
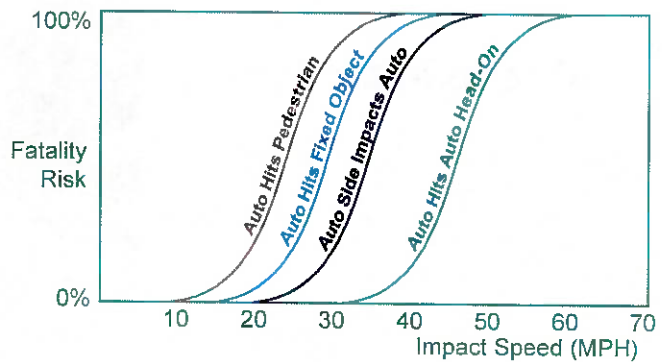


Source: https://safety.fhwa.dot.gov/ped_bike/tools_solve/fhwasa14014/



Vehicle Speed

- Road Diets reduce speed differential, provide more consistent traffic flow, traffic claming, and less stop-and-go traffic.



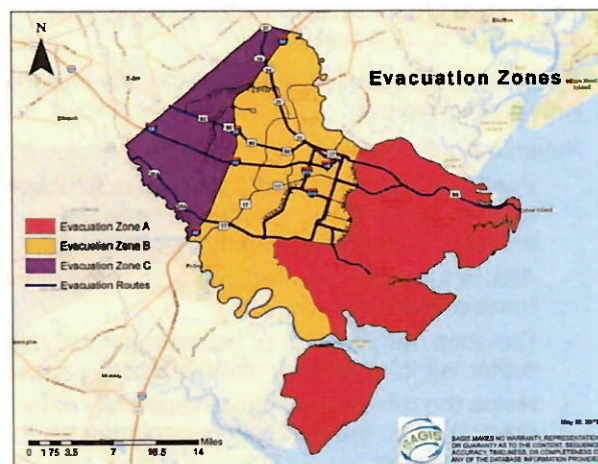
Bicycle Safety and Connectivity

- 9 Bicycle crashes (66% injury related) between 2013 and 2022 on Tybee Island.
- Dedicated bike lanes
 - Make bicycling safer and more comfortable for all types of bicyclist
 - May reduce bike injury crashes up to 49%
 - Increase bike traffic, less vehicle traffic



Evacuation and Traffic Flow during Peak Season

- Road diets can reduce travel times
- Provide more reliable/consistent traffic flow
- Separating left turn lanes
- Reduce side street delay because of few travel lanes to cross



Source: <https://www.gpb.org/news/2017/09/06/coastal-officials-prepare-for-hurricane-irma>

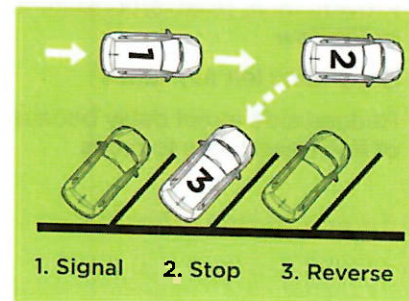
Business and Tourism

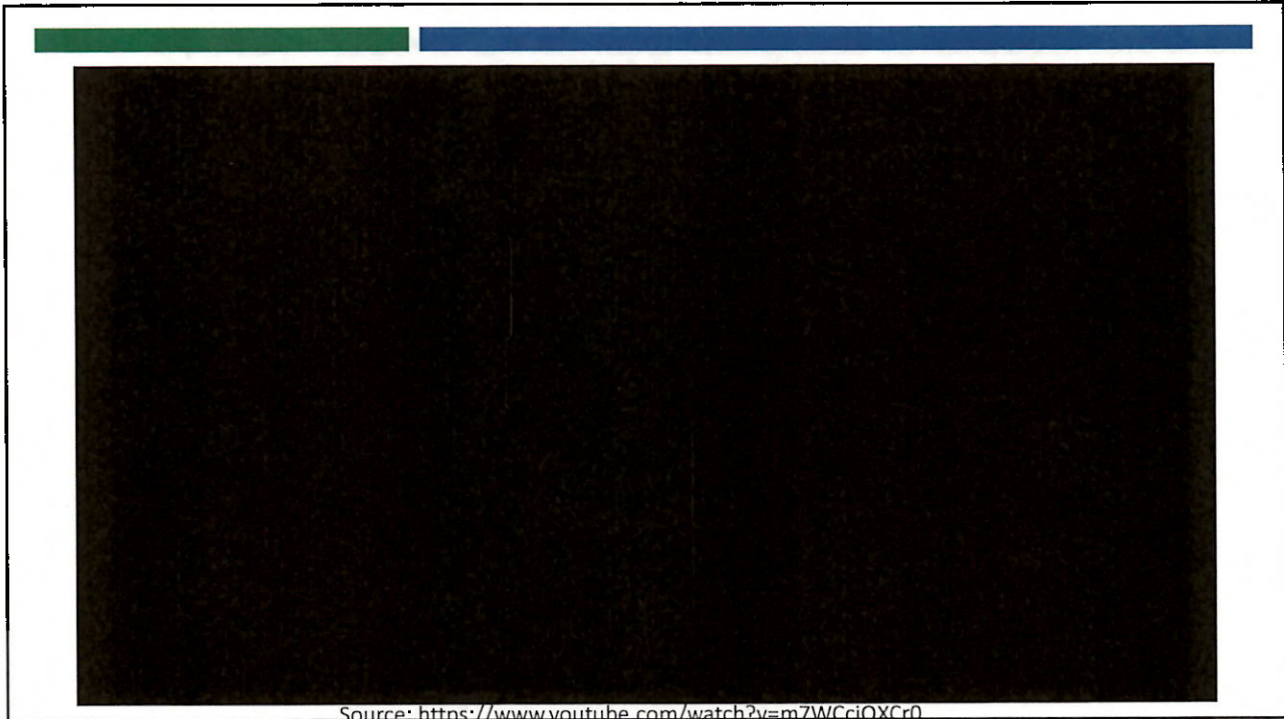
- A Road Diet can drastically improve a corridor's quality of life and the appeal or "livability" of an area.
- Road Diet can positively impact business sales
- Changing a corridor from a place people "drive-through" to one they "drive-to".
- Promote more bicycling and walking, which a motorist is more likely to park, walk around, and visit restaurants and shops
- Several documented cases where cities have positively quantified road diets impact on business and tourism



Parking

- 18% Angle crashes: majority involved vehicle entering or exiting parking
- 17% Sideswipe Same Direction: majority involved with parked vehicle.
- Reverse Angle Parking
 - Positions the driver and passengers (children) to enter and exit the vehicle towards the sidewalk instead of stepping towards traffic.
 - Allows for easier loading and unloading of the trunk or bed of truck
 - Provides better vision of pedestrians, bicyclist, motor vehicles as they exit the parking space.
 - Helps the driver population (especially older drivers) when the difficulty in backing into moving traffic.
 - Arguably easier to back into an angled space than a parallel space





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Safety Crash Screening and Traffic Engineering Study (draft)

Concept Safety Screening Analysis
 US 90/58 35 from 2nd Street to
 10th Street, Chatham County
 District 5



Department of Transportation
 STATE OF GEORGIA
 TRAFFIC ENGINEERING STUDY
 November 2021

Summary

The purpose of this safety screening analysis is to evaluate the safety of the corridor to see if the implementation of a Road Diet would allow safety countermeasures to be recommended to address the safety issue, assuming the use of the corridor. **WARNING: This report is required to confirm operations will work to safety standards.** The corridor is in the City of Toccoa, Chatham County. US 90/58 35 is an undivided principal arterial that runs the north-south direction with four (4) lanes and parallel on-street parking along both sides. From 2nd Street to Toccoa Street, US 90/58 35 ends at Toccoa Street and continues as Butler Avenue south of the intersection to 10th Street. Butler Avenue south of its intersection with Toccoa Street is a two (2) lane local road with diagonal on-street parking. The area has a prominent pedestrian population. The subject corridor is used heavily residents, businesses, and by tourists visiting Toccoa town. In 2016, Rectangular Rapid Flashing Beacons were installed along the corridor at the following locations:

Beacon Locations	
2nd Street	10th Street
3rd Street	11th Street
4th Street	12th Street
5th Street/Center Place	13th Street
6th Street	14th Street
7th Street	15th Street
8th Street	

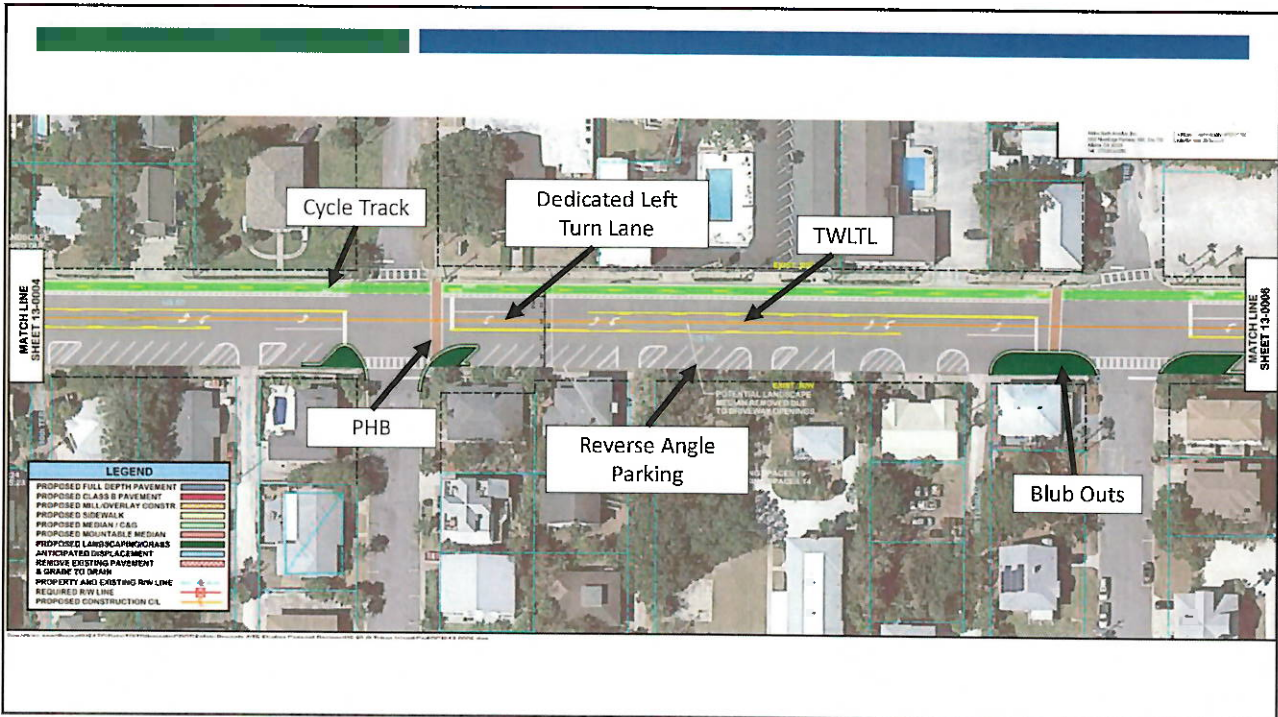
However, there have been three (3) pedestrian crashes since 2016 (two (2) in 2016 and one (1) in 2019 on May 27, 2019). **NOTE: None of the pedestrian collisions occurred along the roadway with vehicles in the travel lanes, but along the pedestrian walkway, along the roadway.** A total of four (4) bike crashes occurred between 2015 and 2017 (two (2) in 2015, one (1) in 2016, and one (1) in 2017). Bike lanes are not present along the corridor. Bus stop and/or bus generators are not present along the corridor. The corridor is 0.61 miles (Georgia Earth estimate). The speed limit is 35 MPH along the corridor. The corridor has one signalized intersection at 14th Street. The average AADT along the corridor is 8,110.

Count data for the corridor was obtained from Numetrix from 2015 to 2019 and from GDOT from 2001 to 2019. The corridor has a total of 242 crashes.

- Road Diet: 114 (47%)
 - Left Lane: 12 (5%)
 - Angle Street: 44 (18%)
 - Sidewalk-Buffer Direction: 41 (16.9%)
 - 2nd & Center with Median: 22 (9.1%)
 - Right Lane: 8 (3.4%)
 - Sidewalk-Buffer Direction: 9 (3.7%)
 - Road Diet: 3 (1.2%)
- The crash severity results:
- A (uninjured serious injury) = 4
 - B (injured non-serious injury) = 15
 - C (property damage only) = 33
 - D (no injury) = 559

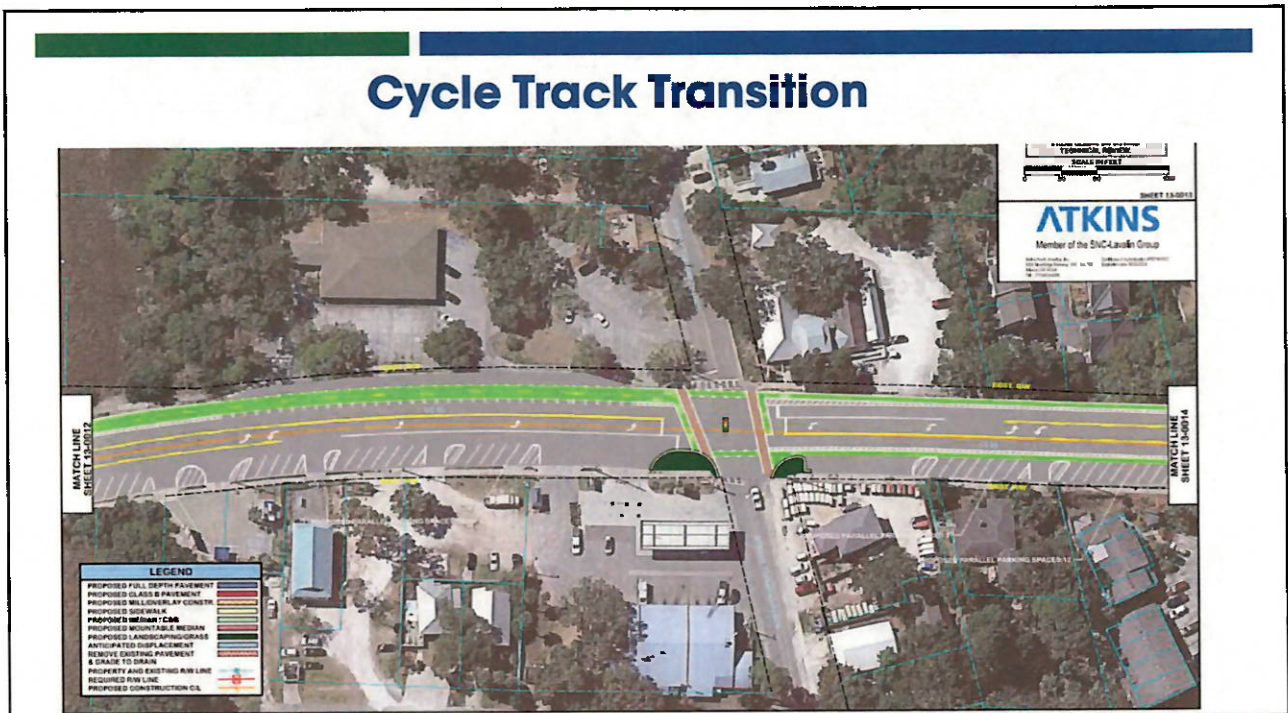


PRIMARY ROUTE: US 90/58 35/3rd Street/Butter Avenue
 REGION: Lenoir Creek Bridge
 ENCL: 10th Street/Toccoa Street
 GDOT DISTRICT: 5
 CONGRESSIONAL DISTRICT: 1
 COUNTY: Chatham
 CITY: Toccoa (uninc)
 PREPARED BY: ATKINS





Cycle Track Transition



Tybrisa St Roundabout Analysis



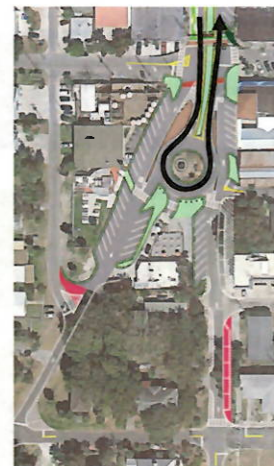
Vehicle Demand
75% reduction in traffic volumes on residential streets



US 80 SB Approach
Queue Length (95th Percentile)
No Build: > 1,000 feet
Build: < 100 feet




Queue Dissipation Time
No Build: 20-25 minutes
Build: < 5 minutes



GDOT
Georgia Department of Transportation

Lazaretto Creek Bridge Analysis


- Vehicle Demand**
Simulating peak period / peak season
- Travel Time**
Build reduces travel time by 80%
- Queue Length (95th Percentile)**
No Build: 1,500 feet
Build: No queue

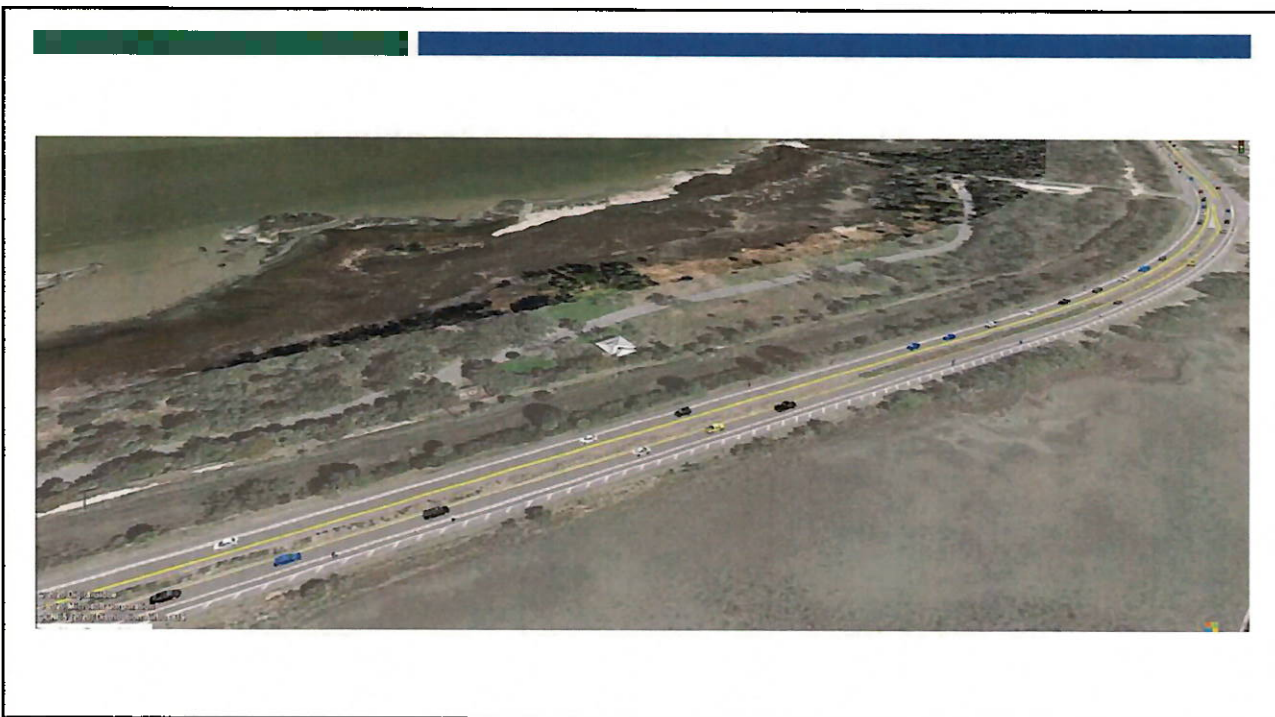
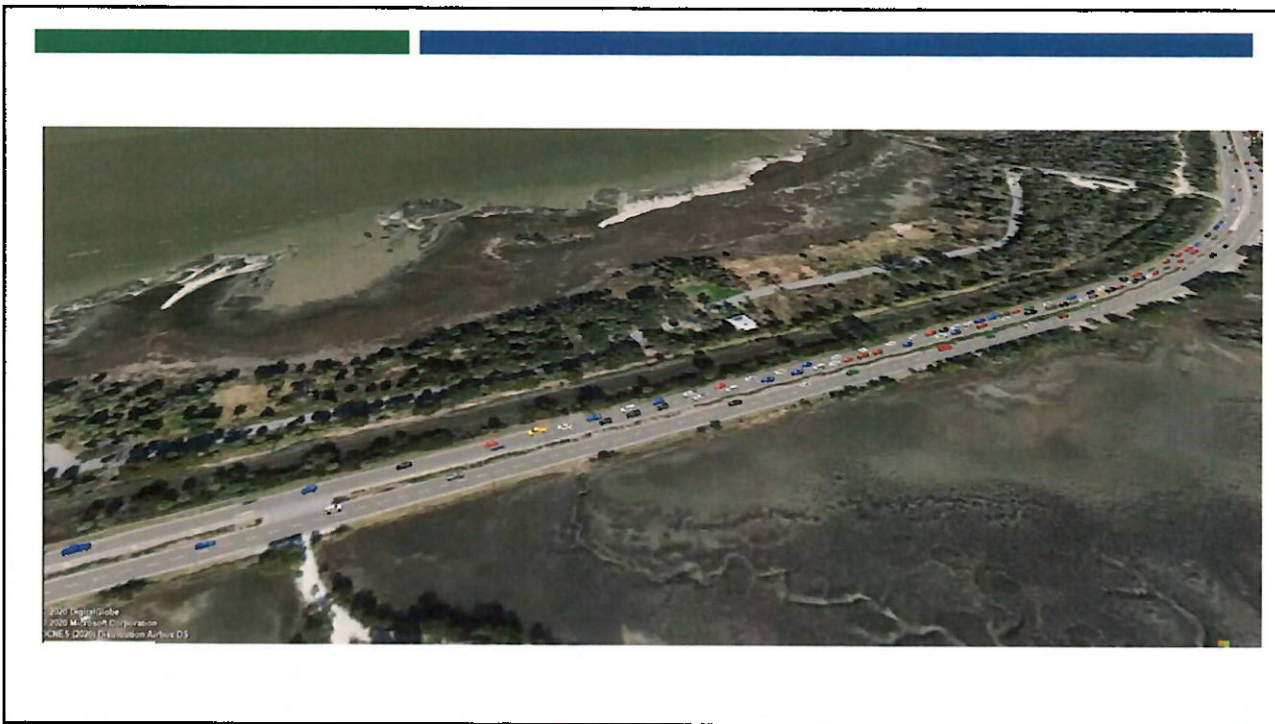


GDOT
Georgia Department of Transportation

Lazaretto Creek Bridge Analysis

- Scenario**
Crash simulated west of the merge by closing the lane for 15 minutes
- Queue Dissipation Time**
No Build: 40 minutes
Build: 16 minutes





Community Engagement

Proposed Stakeholders and Meetings

<p>1</p> <p>Government</p> <ul style="list-style-type: none">• Mayor/Mayor's office• City Council• State Senators and House Reps• Development Authority/Main Street Program• Public Works• Planning & Zoning• Parking• Chatham County• Emergency Services	<p>2</p> <p>Non-Profit Groups</p> <ul style="list-style-type: none">• Historical Society• Forever Tybee• Tybee Visitor's Center	<p>3</p> <p>Community Champions and Community</p> <ul style="list-style-type: none">• Groups 1 & 2• Trinity Chapel UMC• Chapel by the Sea• TIMA• Open to Public
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Proposed Agenda for Stakeholder Groups 1 & 2

<p>1</p> <p>SETTING THE STAGE</p> <ul style="list-style-type: none"> • Roles • History • Definitions • Our process • Constraints and trade-offs • Coordination to date 	<p>2</p> <p>ALTERNATIVE CONCEPTS</p> <ul style="list-style-type: none"> • US 80 Road Diet • Reverse Angle Parking • US 80 at Tybrisa Street Roundabout 	<p>3</p> <p>COMMENT</p> <ul style="list-style-type: none"> • Questions • Feedback
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Disclaimer

- This is not a programmed GDOT project
- This is a discussion on a potential GDOT safety project
- All concepts are drafts and are subject to change
- With the support of the City of Tybee Island, there will be community engagement meetings that will allow for comments and question.



Three Takeaways

1. Safety Data for SR 26/US 80 on Tybee Island
2. Proposed Safety Countermeasures
3. Next steps for Community Engagement



Questions?

File Attachments for Item:

5. Minutes: Special Meeting, November 14, 2022

Mayor Sessions called the special meeting to order at 5:00PM, November 14, 2022. Those in attendance were Brian West, Barry Brown, Jay Burke and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Michelle Owens, Assistant City Manager; Bubba Hughes, City Attorney; and Jan LeViner, Clerk of Council. Monty Parks and Nancy DeVetter were excused.

Approval of Contracts and Agreements

Twenty (20), Metric Sprite Solar Meters, \$229,900. Shawn Gillen approached. Dr. Gillen stated this is for the replacement of kiosk for parking. These meters will replace the ones in place currently. **Spec Hosti** made a motion to approve. **Barry Brown** seconded. Vote was unanimous to approve, 4-0.

Council, Officials and City Attorney Considerations and Comments

Bubba Hughes: Bridge Widening. Mr. Hughes stated in July 2022 the Bridge Expansion Proposals were received from the Department of Transportation (GaDOT) to include two Resolutions, one for Bull River Bridge and one for Lazaretto Bridge. This is to widen the bridges and install the bike lane. He continued, the right-of-way acquisition is commonly borne by the local government where the right-of-way expansion is happening or requested. Former councils approved moving forward with the expansion. The Resolutions have been modified where the City would commit to providing the funds to GaDOT when the City receives the funding that is anticipated coming from grants. GaDOT has not indicated they need the Memorandums of Agreement (MOA) committing the City to provide the funds although GaDOT have indicated they do not need the funds within the time stated in the Agreements that would be ninety days from the date of execution. He does not feel they will ask for the funding within the time frame but they have the ability to do so. Mayor Sessions stated she did receive documents regarding Bull River Bridge to sign which she forwarded to Mr. Hughes for his review. Dr. Gillen clarified this is for two (2) new bridges that will be adjacent or in the same footprint of the current bridges. Mayor Sessions asked what is the financial position of Chatham County. Mr. Hughes responded to his knowledge they are not participating financially. Mayor Sessions stated Chatham County should participate in compensation to the City for Bull River Bridge. The cost is \$1.4M, which is just Bull River Bridge. Dr. Gillen stated the City will receive Y230 money for the Bull River Bridge project which will cover 80% of the \$1.4M. For the Lazaretto River Bridge the City is using another federal program, Highway Infrastructure Program (HIP). The City needed to reapply for both fundings as they had expired. The City will be responsible for 20% of the \$92,000 for Lazaretto. Mayor Sessions recommended moving forward but also reaching out to Chatham County for assistance with Bull River Bridge. **Brian West** made a motion to approve the Resolution and the signing of the Contract for the right-of-way acquisition for the new bridges, Bull River and Lazaretto, and seek reimbursement from Chatham County. **Spec Hosti** seconded. Voting in favor were Brian West, Jay Burke and Spec Hosti. Voting against was Barry Brown. Vote was 3-1 to approve.

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

Meeting adjourned at 5:30PM.

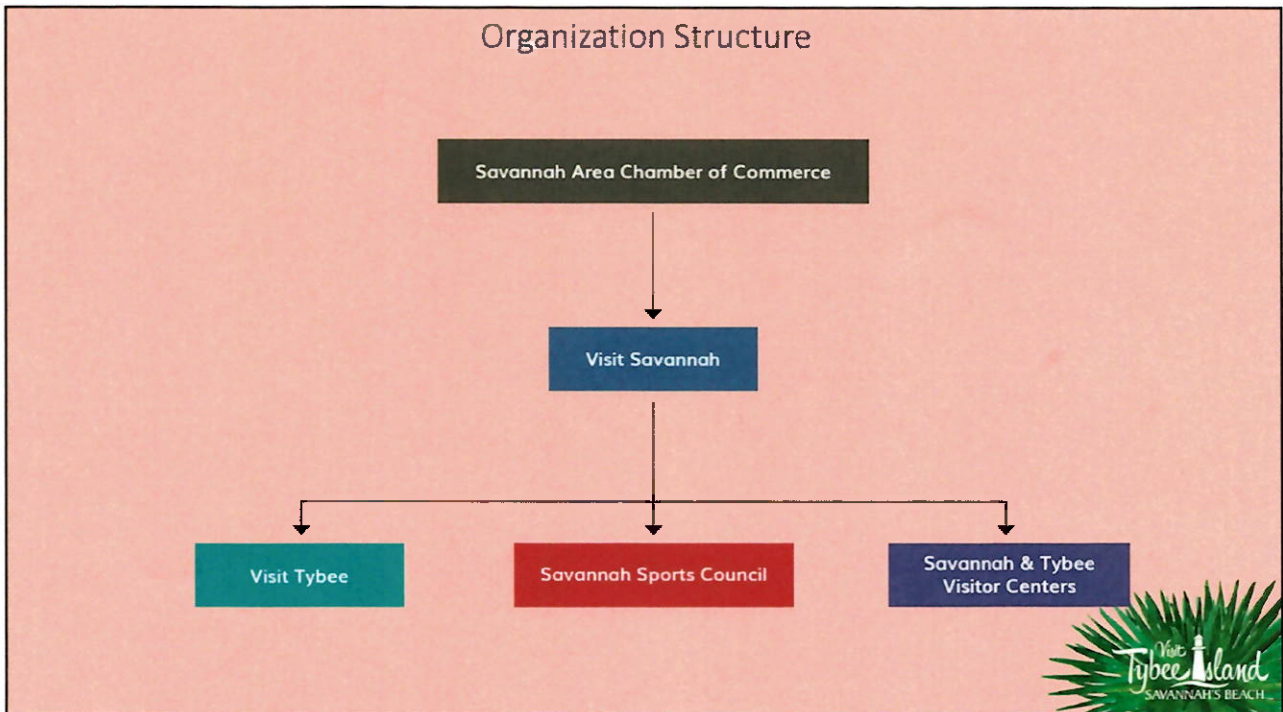
Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

6. Savannah Chamber, Presentation: Workshop, November 21, 2022



1



2

Our Team



Joseph Marinelli
President



Jeff Hewitt
Executive VP Sales & Services



Angela Westerfield
Vice President, Marketing & Communications



Liz Hood
Visitor Center Manager



Lauren Cleland
Director, Marketing & Data Intelligence



Brittany Wilson
Coordinator, Social Media



Anjuli King
Director, Group Tour & Entertainment Sales



Pamela Knowles
Director, Content Strategy



Erica Backus
Director, Communications & DEI Strategy

3

2023 Visit Tybee Island / Tybee Tourism Council Advisory Board

Executive Committee:

Joe Ann Brandt
Wet Willie's

Tony Vazquez
Tybee Vacation Rentals

Joseph Marinelli
Visit Savannah

Honorary Members:

Sell Solomon
Soloman Properties

Greg Stoeffler
DeSoto Beach Properties

Advisory Board:

Chantal Audran, *Tybee Marine Science Center*

Cody Gay, *Tybee Beach Vacation Rentals*

Casey Jones, *Casey Jones Photography*

Sarah Jones, *Tybee Island Historical Society*

Diane Kaufman, *Mermaid Cottages*

Susan Kelleher, *Seaside Sisters*

Michelle Owens, *City of Tybee*

Brett Loehr, *Hotel Tybee*


Dillon Patel, *Dunes Inn & Suites*

Melissa Memory, *Fort Pulaski National Monument*

Cassidi Kendrick, *Main Street/DDA*

Evan Goetz, *Tybee Post Theater*

David Rulon, *Tybee Island Bike Rentals*



4

Visit Tybee Island Mission Statement

“Visit Tybee Island / Tybee Island Tourism Council represents the tourism industry stakeholders on Tybee Island. It serves as the tourism destination marketing organization committed to increased visitor spending and economic vitality for Tybee Island.”



5

Tybee Island – 7% Hotel / Motel Tax

CITY OF TYBEE



General Fund

CITY OF TYBEE



Tourism Product Development

VISIT TYBEE



Tourism Marketing

SAVANNAH CONVENTION CENTER



Bonds



6

“Paid Media” Campaigns Example

- We plan and oversee campaigns that drive awareness and intent to visit Tybee Island
- Targeting the sophisticated traveler in drive and flight markets
- Provide additional support for shoulder seasons by partnering with local business to curate offers, then sending potential visitors to those offers



Example (right) Early Fall Campaign

Placements:

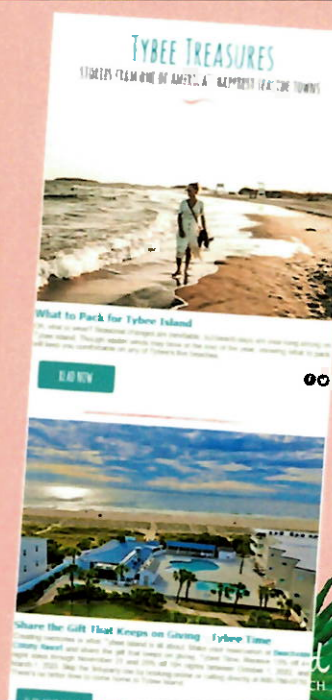
- Display + Retargeting
- Native Digital Ads
- Pre-roll Video
- Amplified Content
- Paid Social



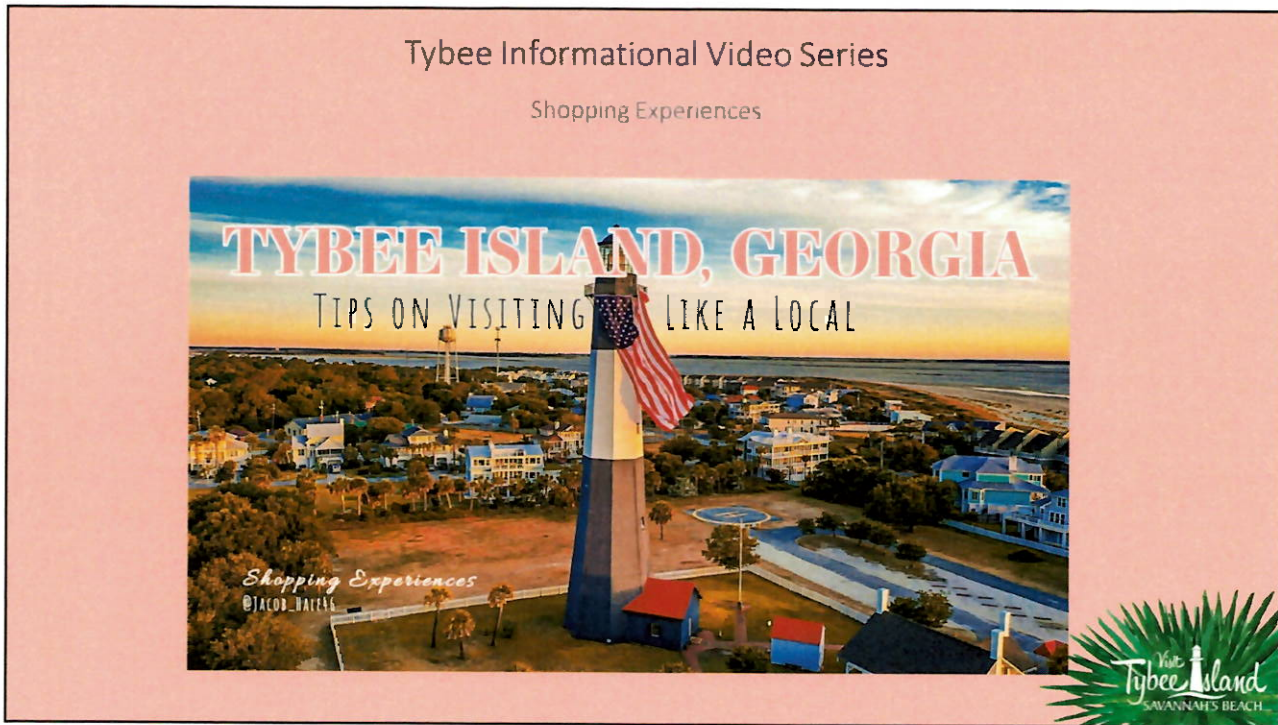
7

“Owned Channels”

VisitTybee.com	Email Newsletter	Social Media
Unique Pageviews: 2.8M +2.65% YoY		Facebook: 205k
Top States: Georgia, Florida, New York	22k subscribers	Instagram: 59.8k
The Carolinas, Ohio		*NEW* Tik Tok: 228



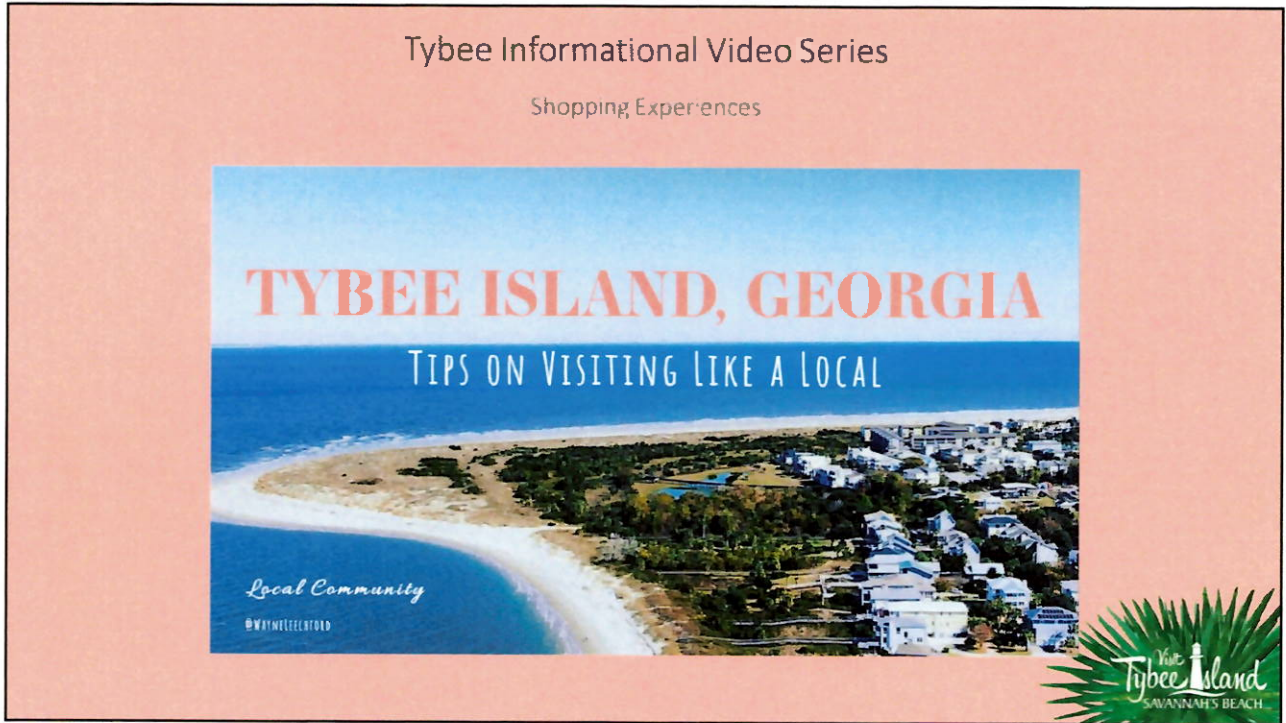
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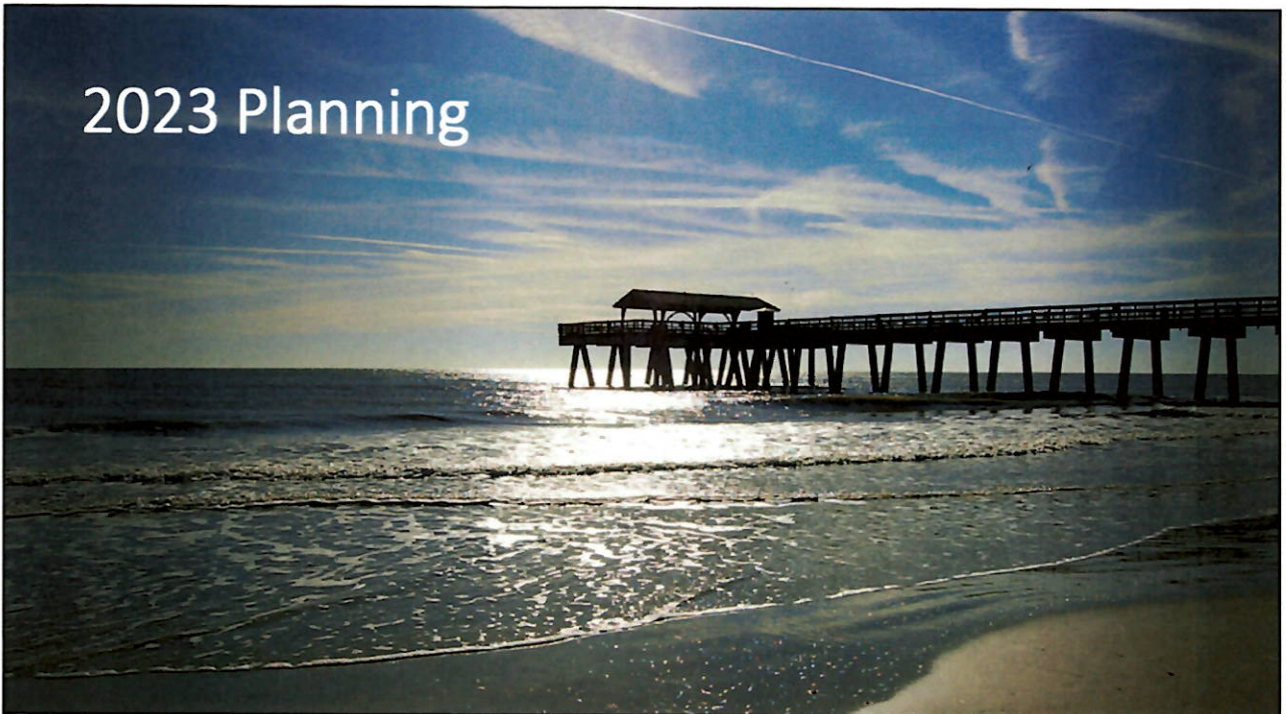
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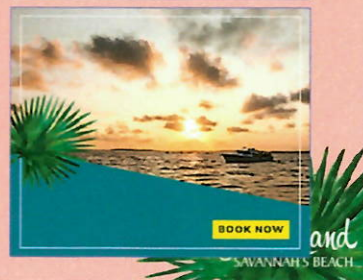
11



12

"Paid Media" Objectives

- Leverage data to identify and target higher yield visitors, prioritizing the value of visitors in lieu of volume of visitors
- Focus our efforts on key drive markets first, and then non-stop flight markets
- Secure advertising placements that support strong visual storytelling (Connected TV, Paid Social, Print)
- Give special attention to supporting visitation during the shoulder seasons: winter, spring and early fall



13

"Paid Media" Objectives

	Quarter One			Quarter Two			Quarter Three			Quarter Four					
	January	February	March	April	May	June	July	August	September	October	November	December			
Campaigns	Later Winter Campaign CTA: up to 20% off lodging			Spring Campaign CTA: up to 20% off lodging			Brand Awareness CTA: Taste scope of experiences			Early Fall Campaign CTA: Save on your getaway			Fall + Winter Campaign CTA: Winter Deals		
												Holiday Travel Campaign CTA: Winter Events/Holiday Celebrations			
DIGITAL & OOH	13 110 117 124 131 137 144 151 158 167 174 181 188	194 201 208 215 222 229 236 243 250 257 264 271 278 285 292 299	306 313 320 327 334 341 348 355 362 369 376 383 390 397 404 411 418 425 432 439 446 453 460	467 474 481 488 495 502 509 516 523 530 537 544 551 558 565 572 579 586 593 600 607 614 621 628 635 642 649 656	663 670 677 684 691 698 705 712 719 726 733 740 747 754 761 768 775 782 789 796 803 810 817 824 831 838 845 852 859 866 873 880 887 894 901 908 915 922 929 936 943 950 957 964 971 978 985 992 999	1006 1013 1020 1027 1034 1041 1048 1055 1062 1069 1076 1083 1090 1097 1104 1111 1118 1125 1132 1139 1146 1153 1160 1167 1174 1181 1188 1195 1202 1209 1216 1223 1230 1237 1244 1251 1258 1265 1272 1279 1286 1293 1300 1307 1314 1321 1328 1335 1342 1349 1356 1363 1370 1377 1384 1391 1398 1405 1412 1419 1426 1433 1440 1447 1454 1461 1468 1475 1482 1489 1496 1503 1510 1517 1524 1531 1538 1545 1552 1559 1566 1573 1580 1587 1594 1601 1608 1615 1622 1629 1636 1643 1650 1657 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“Owned Channel” Objectives

- Use data from SEO research and other sources to identify opportunity for new compelling website and organic social media content
- Build awareness of Tybee’s quieter seasons through expanded content supported in email and social with short-form videos
- Extend our reach by partnering with content creators that have influence in our regional drive market



15

“Earned Media” (Public Relations) Objectives

- Use the power of PR to connect editors and journalists with our destination, ultimately to tell deeper stories of the people and places of Tybee Island
- Focus our relationship building with regional and national publications that help us reach that sophisticated traveler
- Support seasonal needs through pitching “insider tips” for traveling in need periods



16

Group Sales Objectives

- Group sales efforts will focus on capturing business opportunities that positively impact shoulder seasons for hotels
- Continue to cultivate strong relationships with group tour operators through tradeshows, events and hosting FAM trips to the island
- Showcase how Tybee Island compliments as a perfect pre or post add-on for Savannah convention groups



17

Visitor Information Centers


- With our team of "local experts", continue to share island knowledge and personalized recommendations to visitors seeking assistance
- Continue to be an important resource for visitors by connecting them with service providers on Tybee Island that are best positioned to address their specific needs
- Grow these support efforts via expansion of Information Center Operations:
 - Main Tybee Island Visitor's Center
 - Info Hut at the Pier
 - I-95 Georgia Welcome Center
 - Proposed new info hut at North Beach



18

2023 Proposed Operating Budget


	2019 Actual	2022 Forecast	2023 Proposed Budget
Revenues			
City of Tybee Bed Tax	\$ 1,224,295	\$ 2,020,000	\$ 1,530,000
Advertising Sales	65,070	40,000	60,000
Interest Income	15,803	5,000	5,000
Total Revenues	1,305,168	2,065,000	1,595,000
Expenses			
Personnel	352,182	390,000	405,000
Occupancy, including depreciation	72,431	66,000	68,000
Marketing	633,548	1,200,000	950,000
Sales/Promotions	46,976	45,000	53,240
Special Events	45,508	60,000	60,000
Other	50,848	50,000	52,200
Total Expenses	1,201,493	1,811,000	1,588,440
Net Revenue over Expense	\$ 103,675	\$ 254,000	\$ 6,560



19

Tybee Island – 7% Hotel / Motel Tax

CITY OF TYBEE




General Fund

CITY OF TYBEE




Tourism Product Development

VISIT TYBEE




Tourism Marketing

SAVANNAH CONVENTION CENTER



Bonds



20



21

File Attachments for Item:

7. Minutes: Special City Council Meeting: November 21, 2022

City Council Minutes, Special Meeting, November 21, 2022

Mayor Sessions called the special meeting to order at 5:00PM, November 21, 2022. Those in attendance were Brian West, Monty Parks, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; and Jan LeViner, Clerk of Council.

Brian West made a motion to adjourn to executive session to discuss personnel, litigation and real estate. **Spec Hosti** seconded. Vote was unanimous to approve, 6-0.

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

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

Meeting adjourned at 6:00PM

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

8. Clark Alexander, Director, Skidaway Institute of Oceanography: Dune Monitoring Project Update

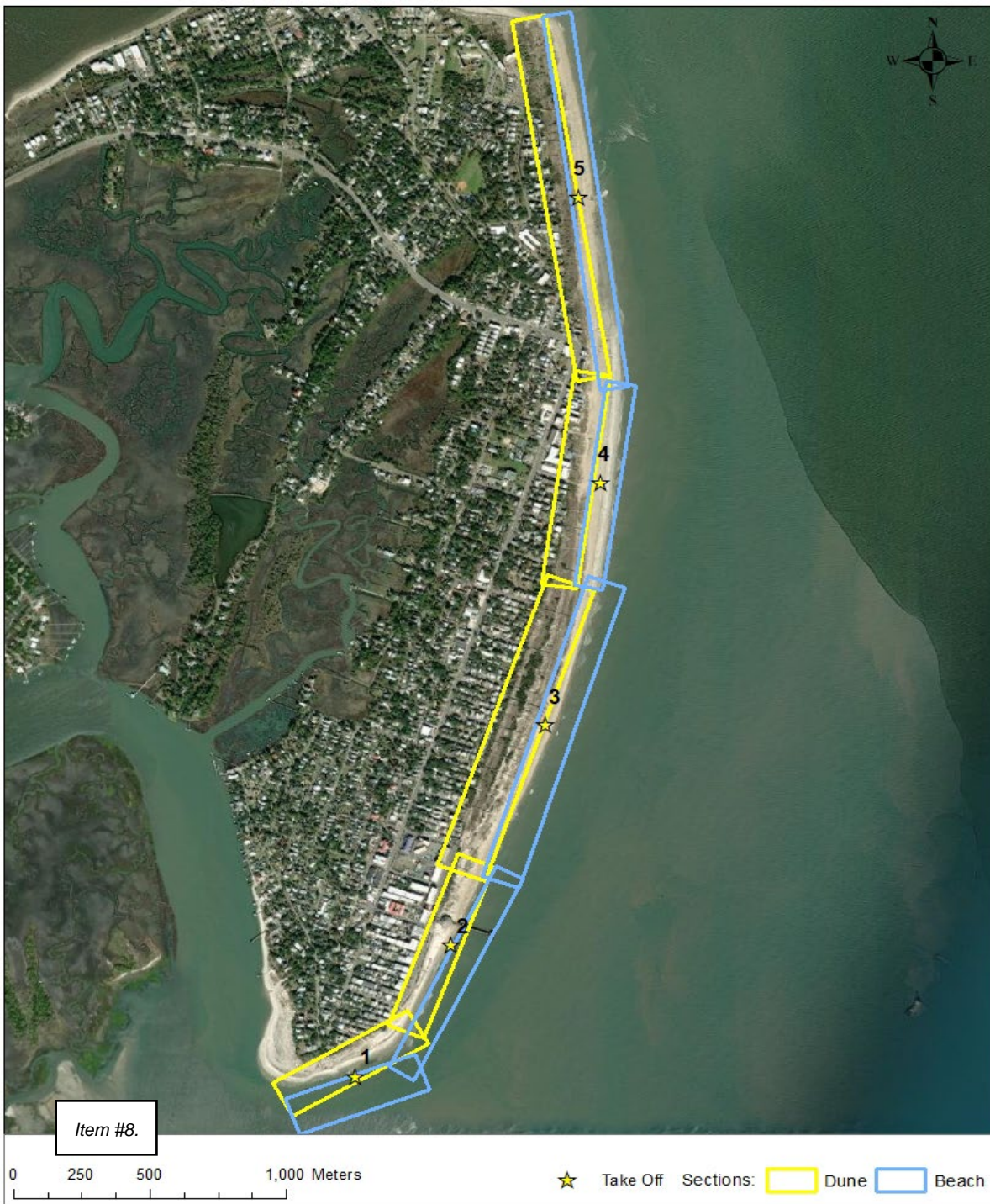
Tybee Island Beach and Dune Monitoring Update



Item #8.

Clark Alexander, PhD
Director, Skidaway Institute of Oceanography
Professor, Department of Marine Sciences
University of Georgia

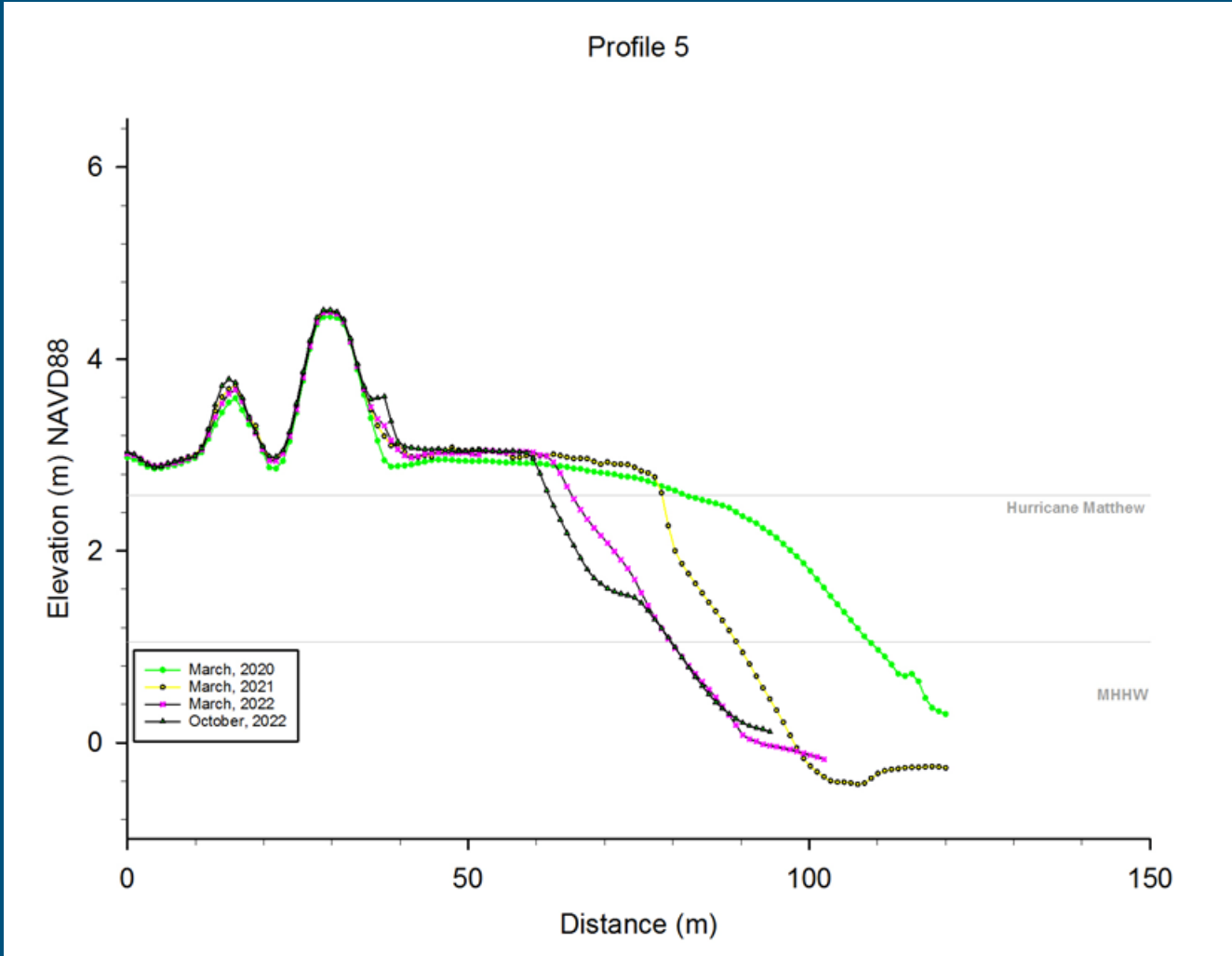
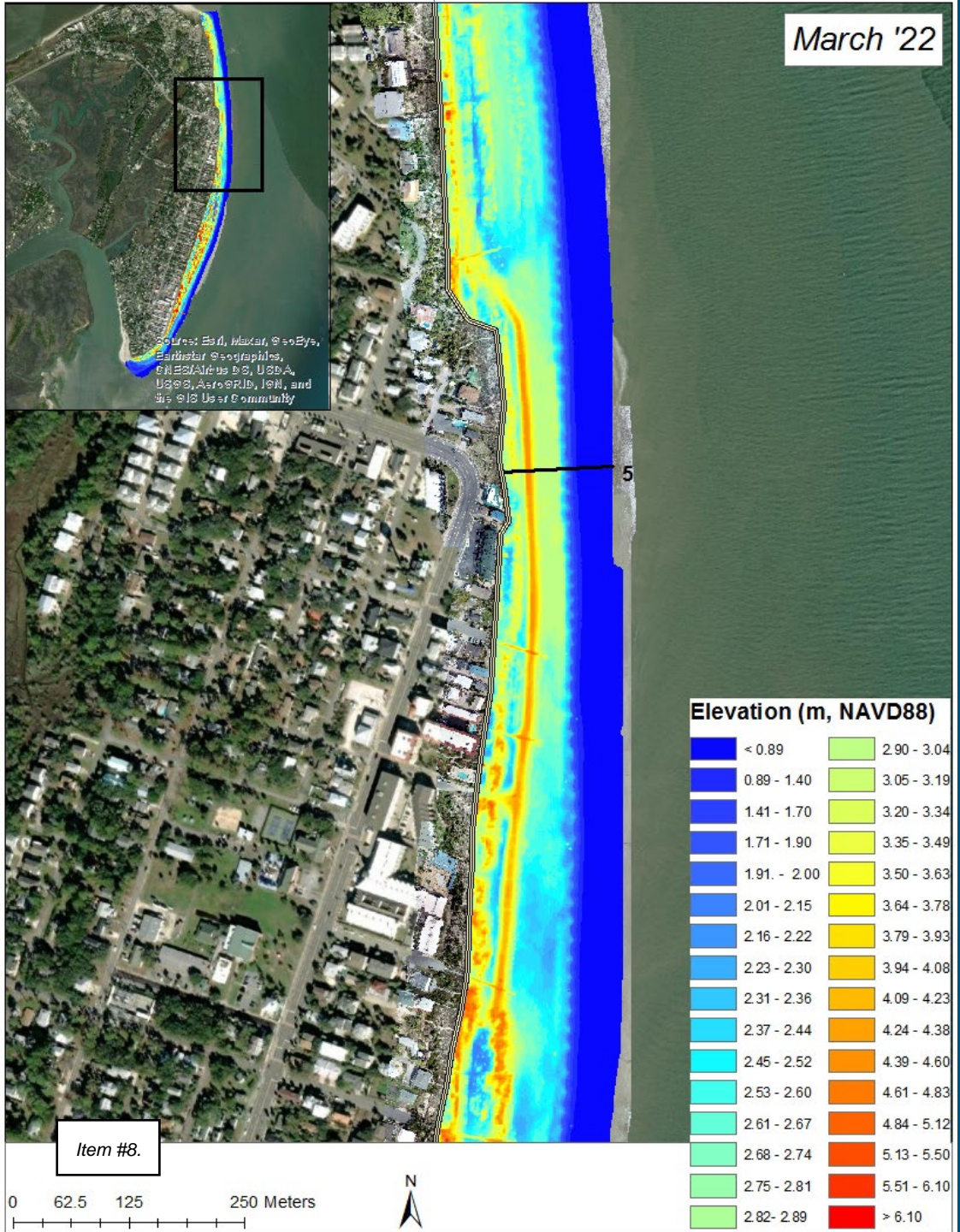
- Page 50 -

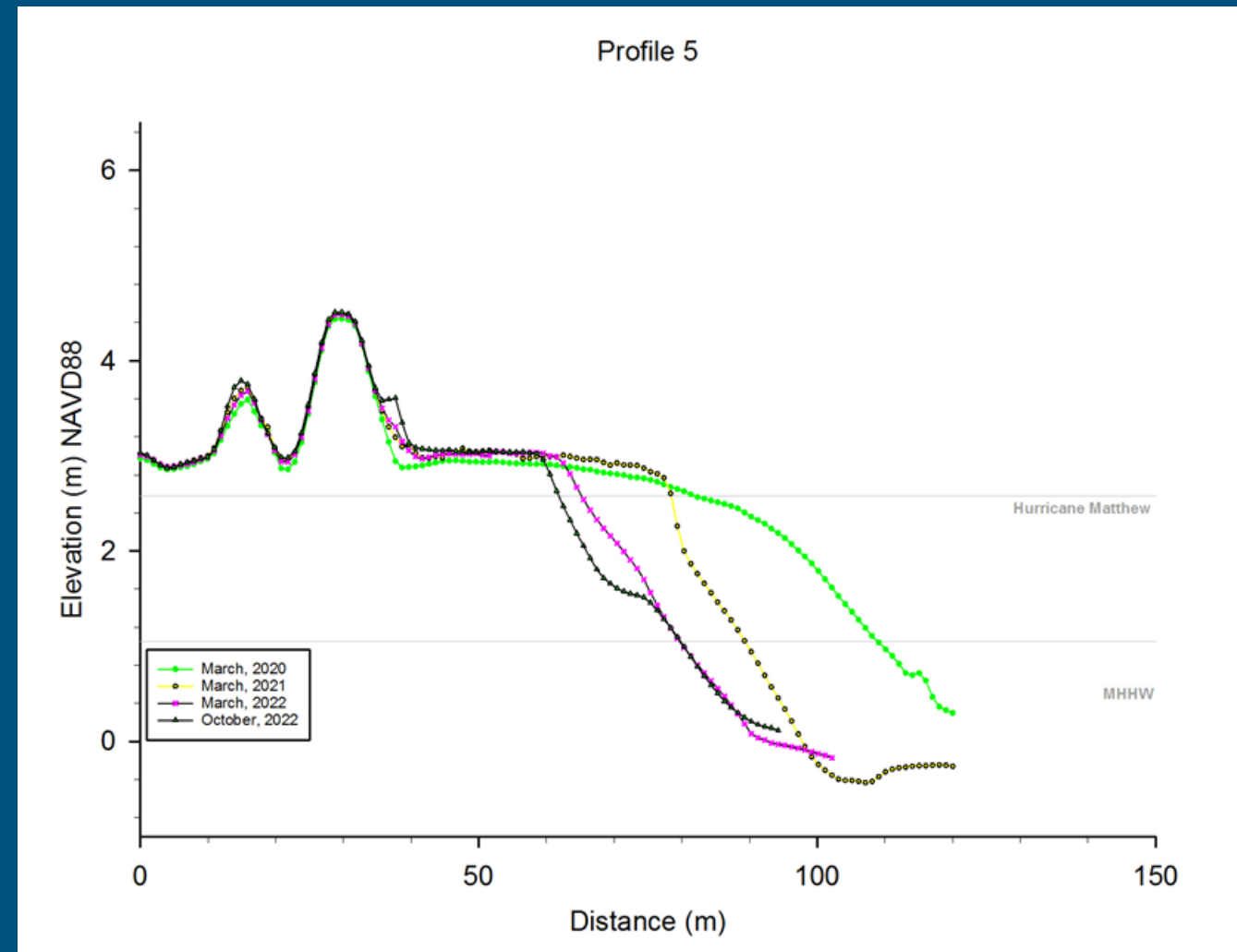
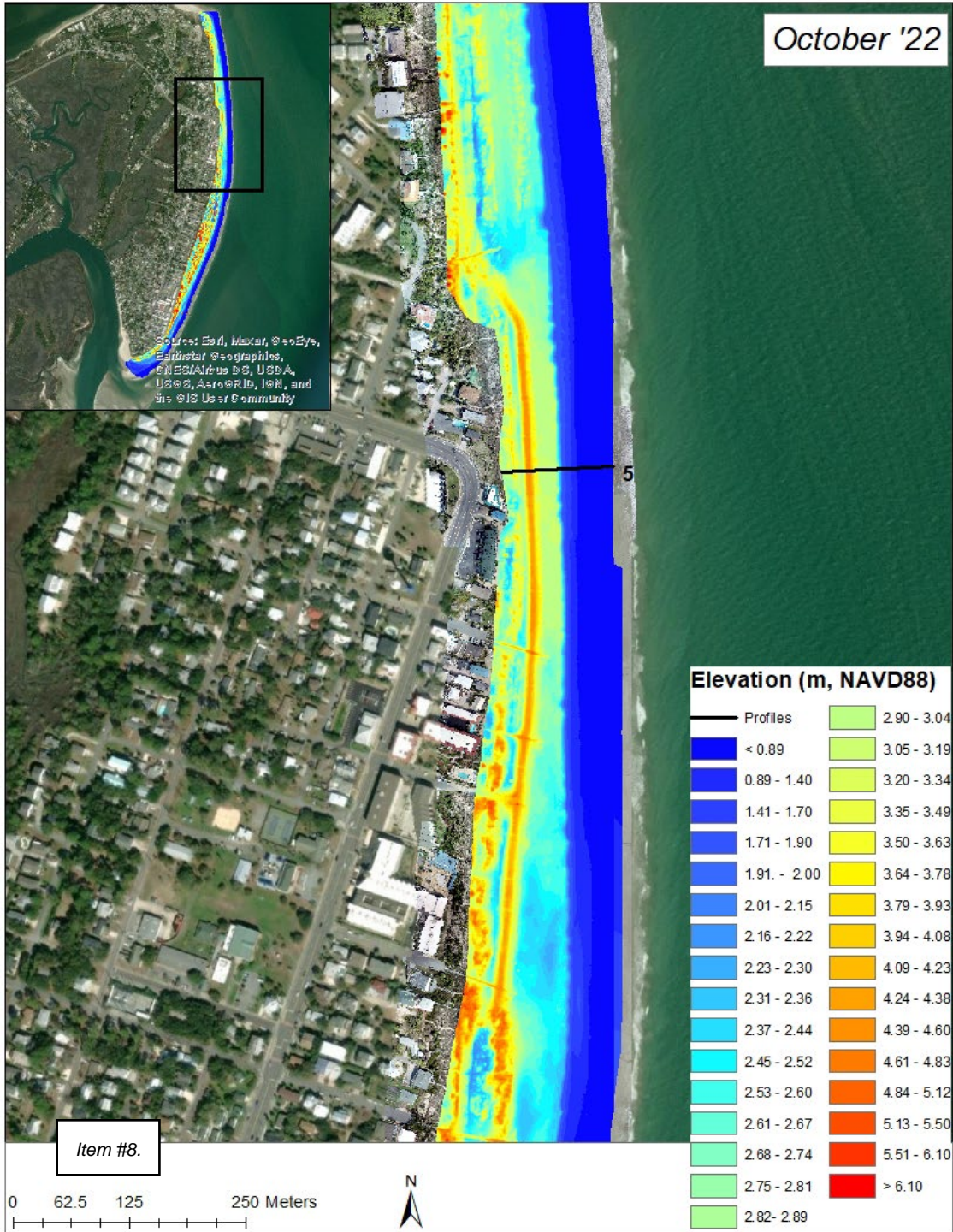


- Started in March 2020 (Quarterly)
- 2.5 years into this ongoing study

Main Objectives

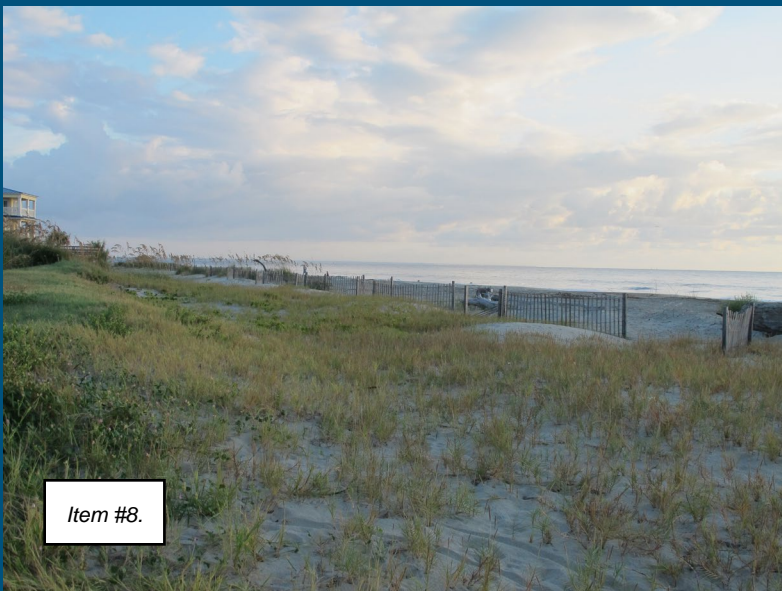
- Photograph and map beach and dunes by drone
- Measure coastal change
 - Shoreline erosion/accretion rates
 - Beach volume change
- Predict future change
 - Actionable information
 - Targeted use of resources
 - Support effective budget planning





Volume Change of Dune and Beach (yd³)

Coastal Section	2020-Current	2020-2021	2021-2022	2022-Current
Dune	30,531	+12,229	+2,276	+16,025
Beach	68,550	-4,655	-42,650	-21,244

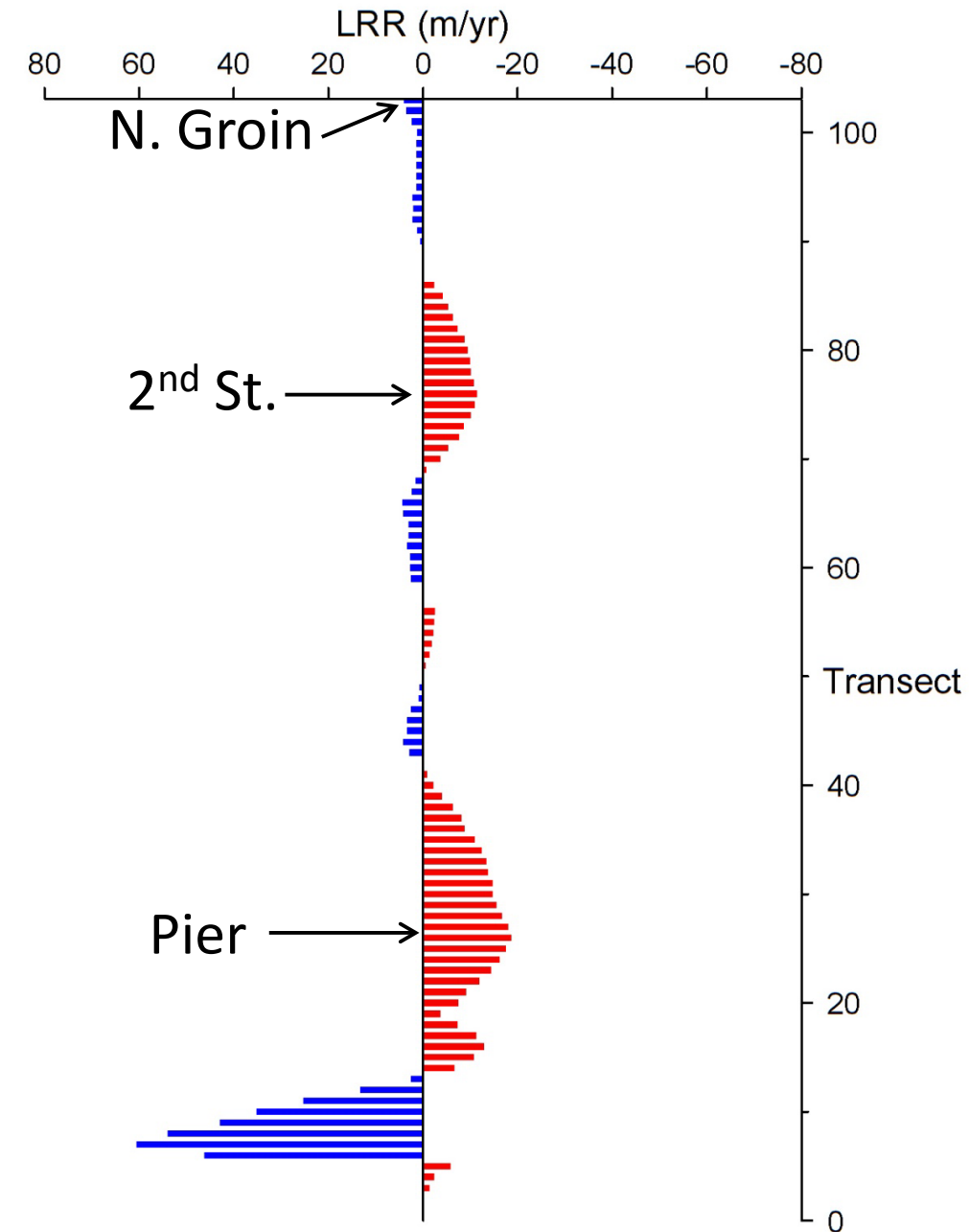
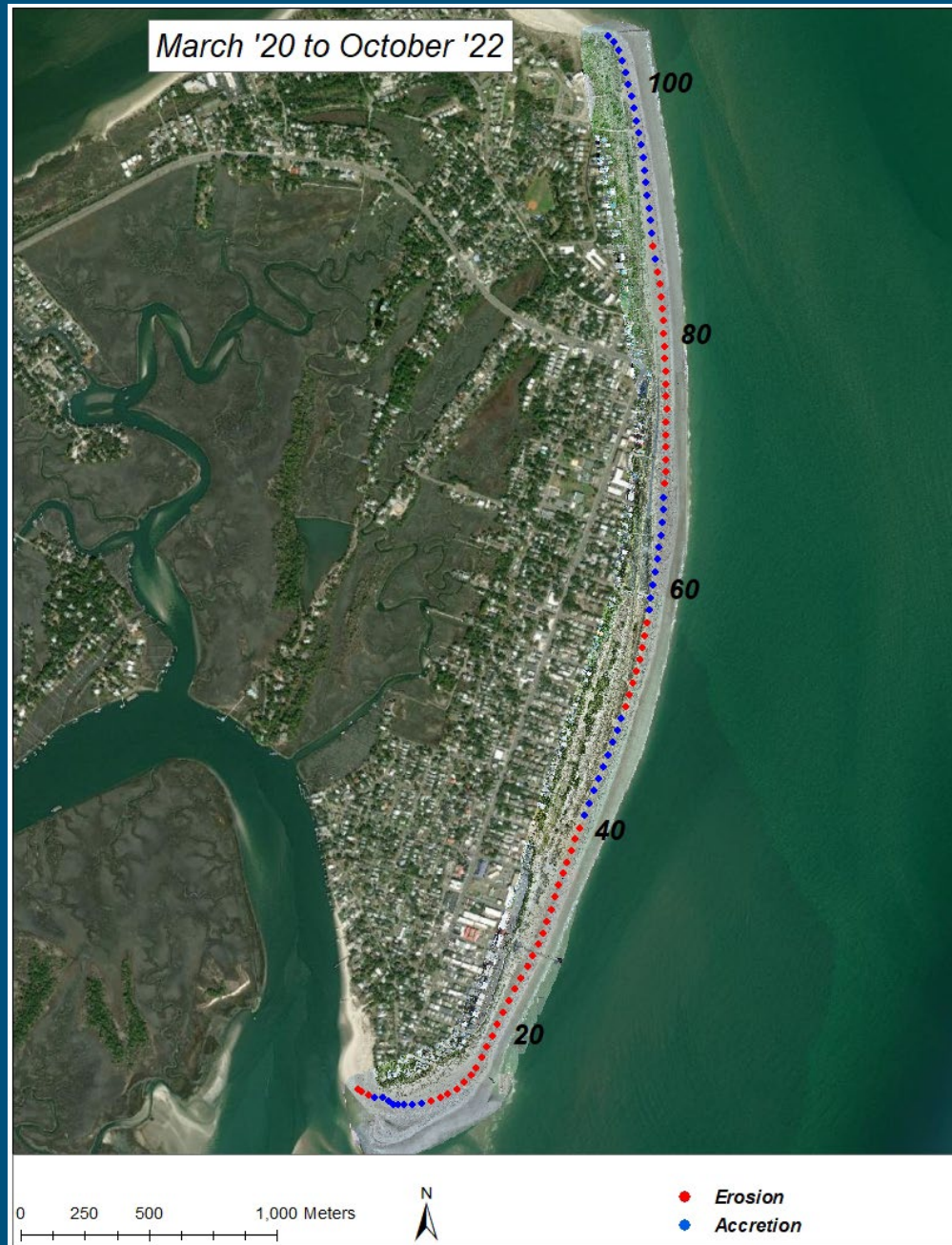


Item #8.



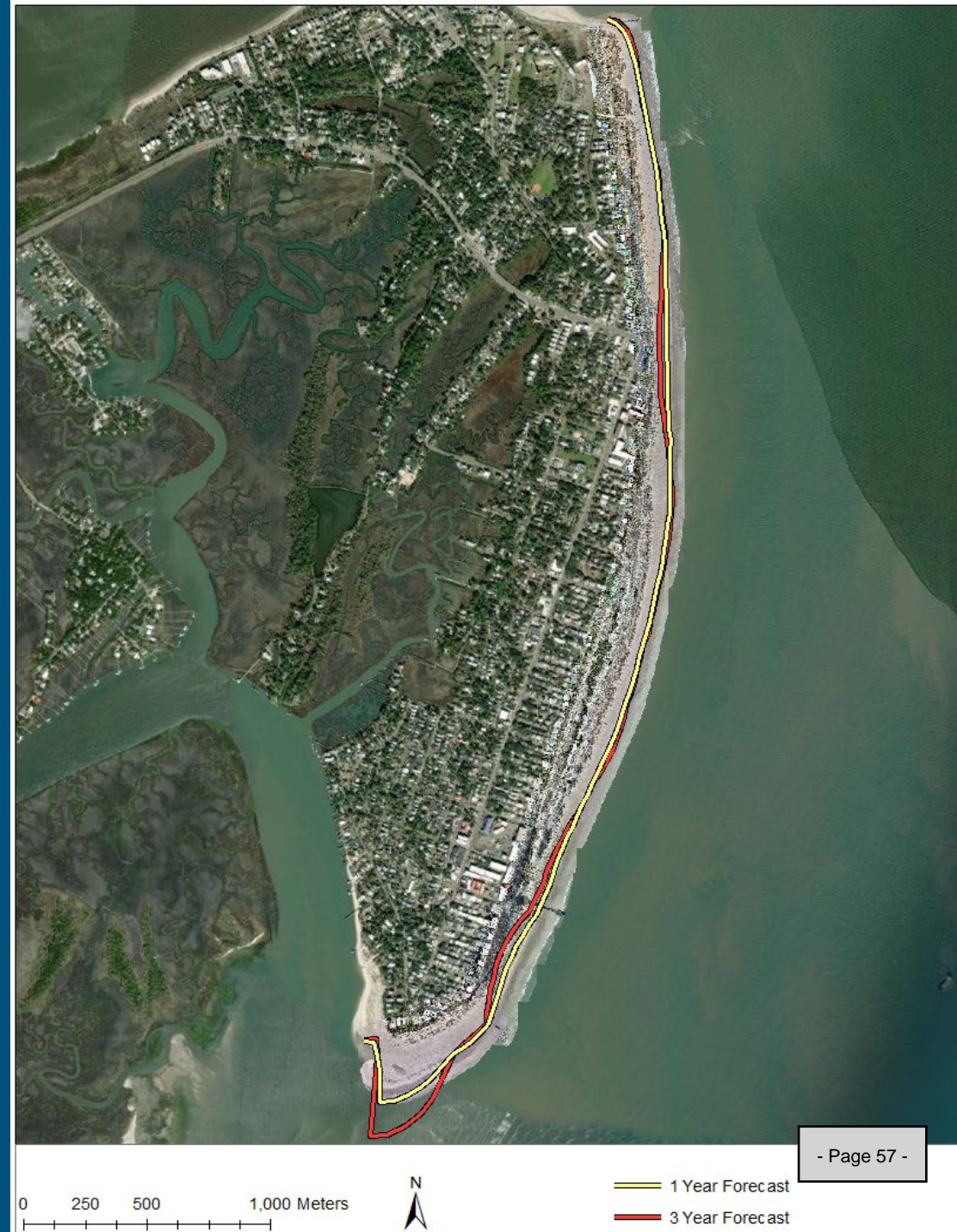
AMBUR GIS Shoreline Change Analysis

- Considers all shorelines
- Can be run over any time or space interval
- More intervals equals better results



Summary Accretion/Erosion Data Mar 2020 - Oct 2022

	Number of Transects (% / number)	Mean rate of change (ft/y)
Accretion	36 / 1880	+27.5
Erosion	64 / 3313	-27.7
Overall	100 / 5193	-7.7



Updated Projected Shoreline Locations

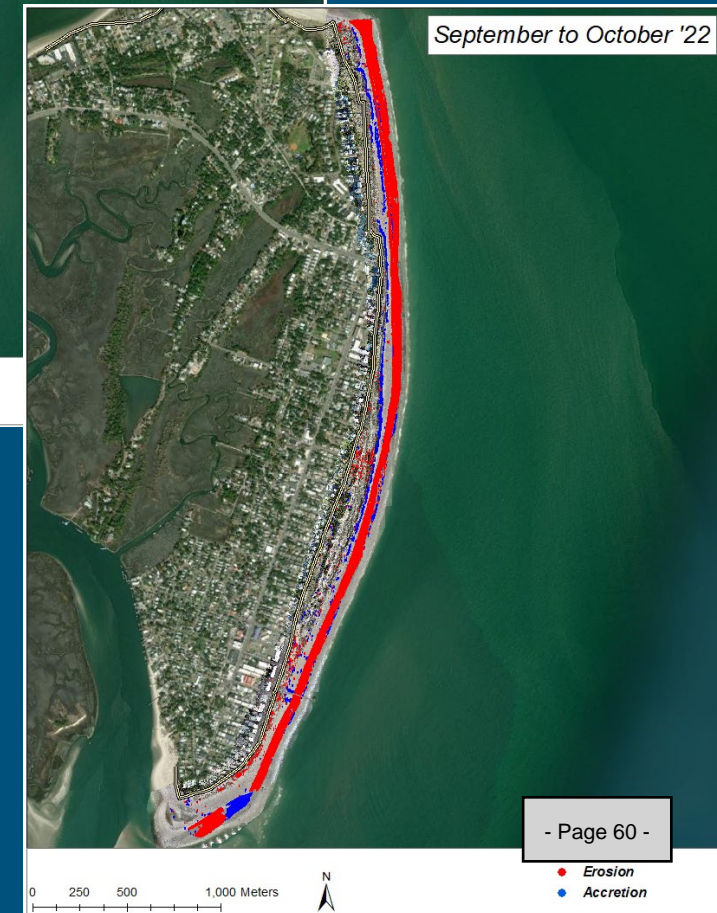
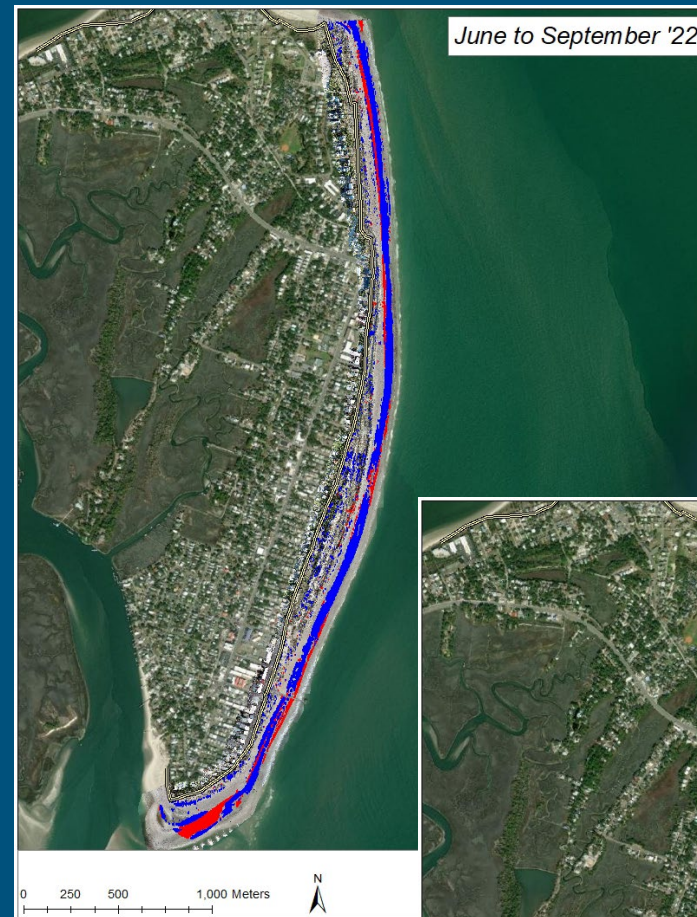


Exploring new methods for tracking shoreline change from current data collection



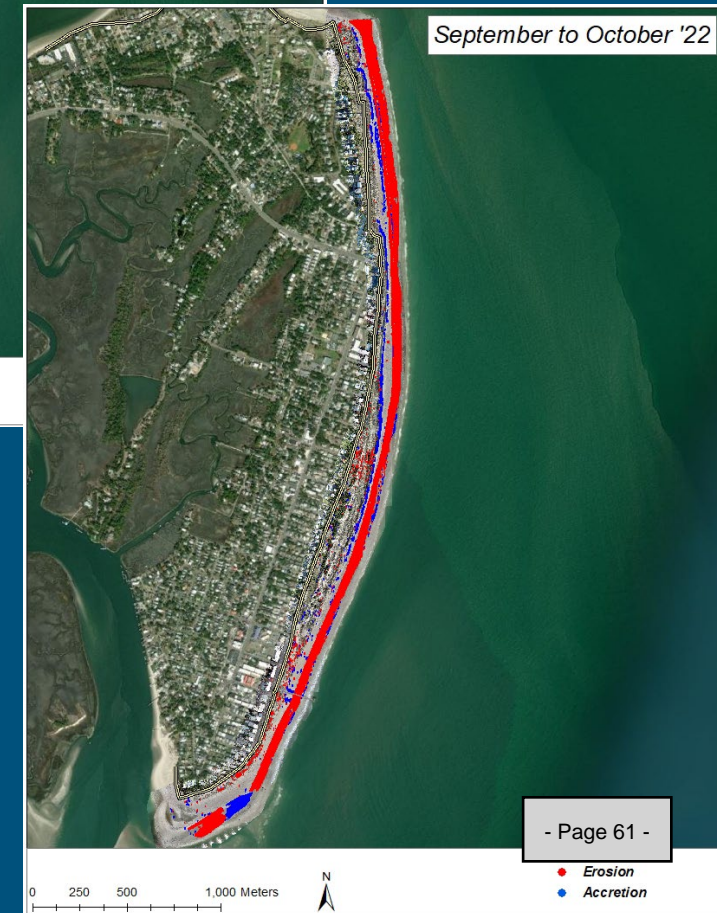
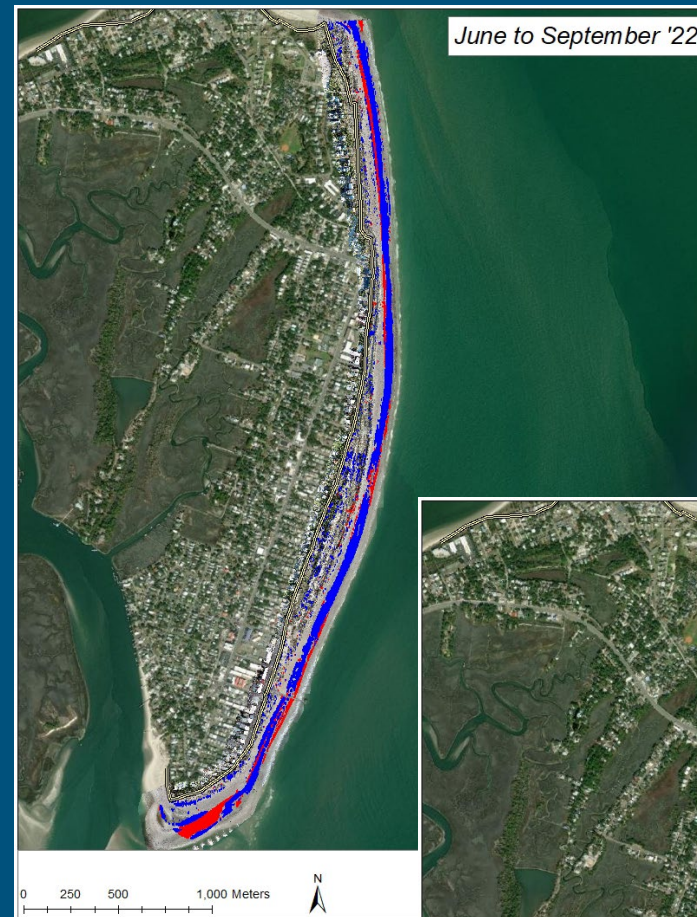
Shoreline Storm Response Hurricane Ian

Shoreline Movement (ft)	Mar 2020 to Sept 2022 (30 months)	Sept 2022 to Oct 2022 (Hurricane Ian)	Mar 2020 to Oct 2022 (31 months)
Accretion Areas	+66.4	+16.7	+63.7
Erosion Areas	-66.6	-27.1	-70.0
Overall	+2.0	-24.7	-21.6

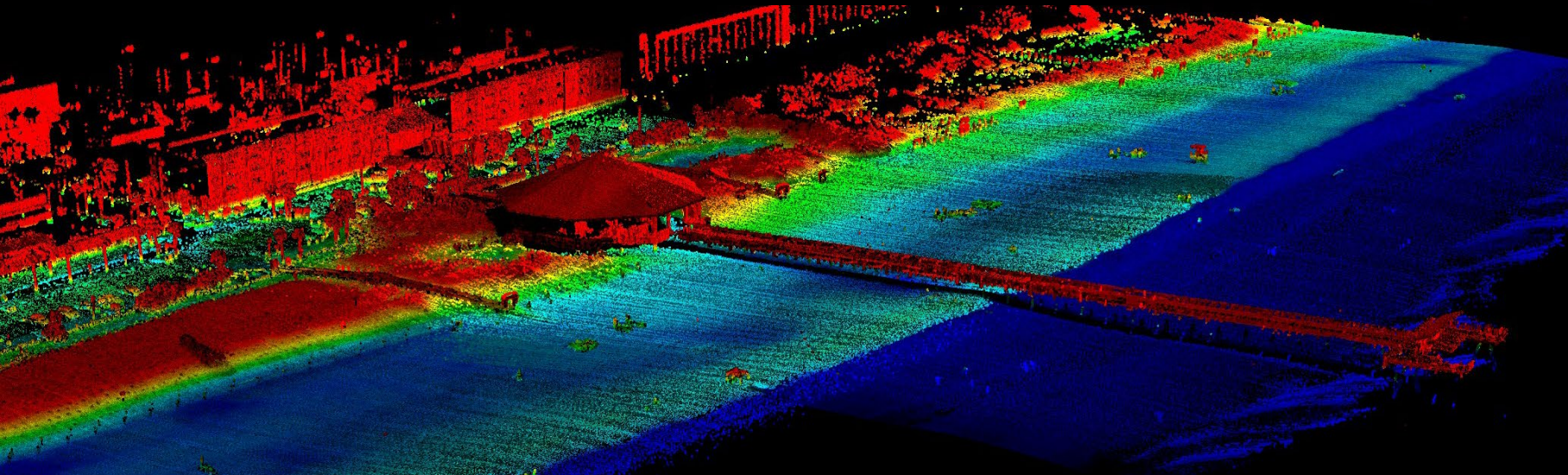
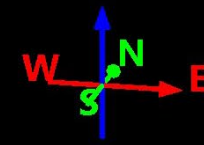


Shoreline Storm Response Hurricane Ian

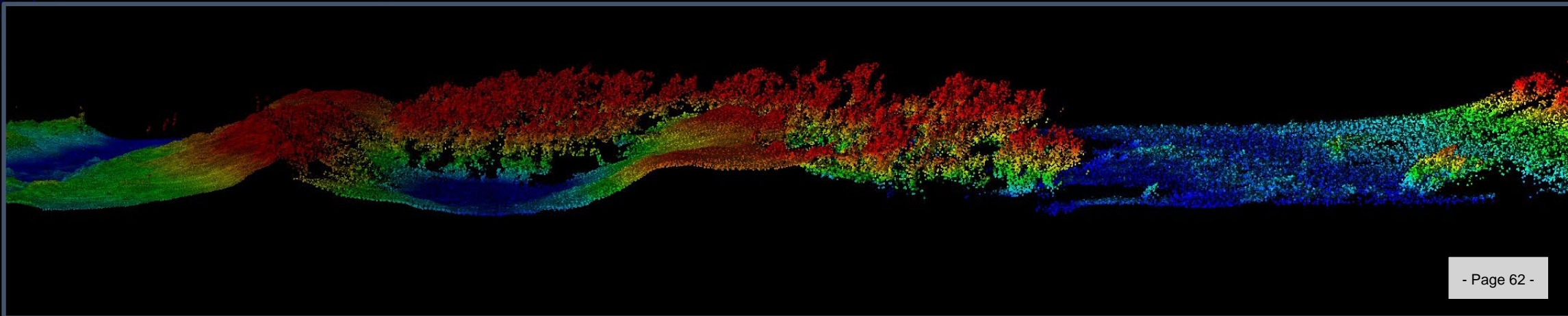
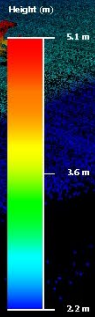
Shoreline Change Rate (ft/yr)	Mar 2020 to Sept 2022	Sept 2022 to Oct 2022	Mar 2020 to Oct 2022
Accretion Areas	+29.0	+320.8	+27.5
Erosion Areas	-26.9	-521.3	-27.7
Overall	+1.9	-475.3	-7.7



Upcoming Enhancements to Data Collection Methods



LiDAR (light detection and ranging)



Summary

- Erosion and accretion are not evenly distributed even under normal conditions
- Rapid-response survey after Ian shows that a single event can remove about a normal year's erosion; stand by for TS Nicole data
- Shoreline will reach the built dunes in about 2.5 years in areas of greatest erosion and retreat
- On-going, quarterly monitoring should be continued, as longer records provide better estimates of change rates and predictions
- Ongoing communication with Tybee officials is essential

File Attachments for Item:

9. Kevin Smith, PE, Thomas & Hutton: Stormwater Management Plan Delivery

ESTD 1946



THOMAS & HUTTON

50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
THOMASANDHUTTON.COM

November 3, 2022

Mr. Shawn Gillen
City Manager
City of Tybee Island
403 Butler Avenue
Tybee Island, Georgia 31328

Re: City of Tybee Island
Comprehensive Stormwater Master Plan
Final Deliverable

Dear Mr. Gillen:

Please find enclosed the final City of Tybee Comprehensive Stormwater Master Plan document and Executive Summary. Months of coordination with key stakeholders, data collection, hydrologic and hydraulic modeling of the City stormwater system have culminated in the identification of approximately \$85M of stormwater capital improvement projects. Other useful deliverables of the project include GIS mapping, exhibits and costs, as well as a comprehensive stormwater inventory of the City's primary stormwater system.

We are grateful for our relationship with the City of Tybee and look forward to providing any clarifications related to the master plan that may be required. We also stand ready to assist the City with the execution of the recommendations contained within the City of Tybee Stormwater Master Plan.

In the meantime, please feel free to contact us at (912) 234-5300 with any questions, comments, or discussion. Thank you for the opportunity to assist the City of Tybee with this project.

Sincerely,

THOMAS & HUTTON

A handwritten signature in blue ink that reads 'Kevin M. Smith'. The signature is written in a cursive style.

Kevin M. Smith, PE



EXECUTIVE SUMMARY
FOR



COMPREHENSIVE STORMWATER MASTER PLAN
CITY OF TYBEE ISLAND | GEORGIA
JOB# 29160.0000

NOVEMBER 2022



50 Park of Commerce Way | Savannah, GA 31405 | 912.234.5300
thomasandhutton.com

EXECUTIVE SUMMARY

On behalf of the City of Tybee Island, Thomas & Hutton has prepared a city-wide, comprehensive stormwater master plan. The master plan effort was predominantly funded by a Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) Grant (2019). This master plan provides the City of Tybee Island a stormwater system inventory, hydrologic and hydraulic modeling, an assessment of existing stormwater system deficiencies, identification of proposed stormwater improvements and the preparation of conceptual budgetary costs to be used for future planning purposes.

Purpose

In the past, the City of Tybee Island has not assessed its stormwater system comprehensively to identify system improvements that provide cumulative flood reduction throughout the City. Except for 14th Street stormwater improvements, the City has provided reactive maintenance and spot repairs to the stormwater system to minimize localized flooding issues. To provide a wholistic system approach to stormwater management and to ensure repairs and upgrades provide a cumulative flood reduction benefit throughout the City, the City commissioned the preparation of this stormwater master plan. The master plan is completed in accordance with the scope of work submitted to obtain FEMA PDM grant funding and has been prepared to appropriate industry standard of care. This study focuses on grey infrastructure, with specific emphasis on conveying stormwater to the outfall through pipes, channels, and pumps. Green infrastructure such as infiltration based best management practices (BMPs) are not considered in this study due to cost limitations. However, green BMPs can be added to study modeling as funding becomes available to evaluate the effectiveness and efficiency of green infrastructure BMPs.

Approach

To perform hydrologic and hydraulic modeling and understand existing stormwater system deficiencies, the components of the existing stormwater system were inventoried to obtain data required to create a meaningful model. Hydrologic modeling simulates how the rainfall event interacts with the ground, determining much rainfall is absorbed by the ground and how much rain becomes surface flow runoff. Hydraulic modeling simulates how the surface runoff generated from the hydrologic analysis interacts with the stormwater system and determines how much surface runoff is conveyed to the outfall. Previously performed surveys were used as resources to obtain data for several areas throughout the City. Field reconnaissance and measurements were used to obtain data for the remaining primary stormwater system. Data gathered included elevations and locations of stormwater structures, pipes and channels, pipe sizes, and other required information. This data has been delivered to the City via a database presented through a webservice application that allows City staff easy access to review stormwater system information. The stormwater inventory information can be used for stormwater maintenance and repair purposes. Over 300 structures, 375 pipes, and 50 channels are included in the inventory database.

Hydrologic and hydraulic modeling was prepared using ICPRv4 by Streamline Technologies. ICPR4 is a dynamic model that can simulate the stormwater system performance using rainfall, terrain, tidal boundary conditions and existing stormwater system geometry. Stormwater components are input as 1-dimensional features that connect to 2-dimensional surface terrain, cumulatively allowing the model to calculate the magnitude of stormwater runoff, direction of flow, system head losses, resulting water surface elevations, and areas of flooding. Several precipitation events were modeled including the 100% (4.19 inches), 10% (7.49 inches), 4% (9.38 inches), 2% (11.00



inches) and a 1% (12.70 inches) annual chance rainfall events over a 24-hour duration. The model also uses a dynamic boundary condition simulating tidal conditions of the marshes to which the existing stormwater system discharges. Precipitation events were modeled in conjunction with a mean higher high water (MHHW 3.45 NAVD88) tidal cycle curve, an annual high (5.49 NAVD88) tidal cycle, MHHW plus 1 foot of projected sea level rise, MHHW plus 2 feet of projected sea level rise, and MHHW plus 3' of projected sea level rise. Tidal values were extracted from NOAA Tides and Currents, Station 8670870, Fort Pulaski, GA. Although there are variations within peak tide elevations and timing at varying points throughout the island, tidal amplitude and timing were assumed to be constant and match Fort Pulaski readings. Peak tides coincide with peak of precipitation events to depict the worst-case scenario. Inundation depth maps are included in the study depicting areas where the existing stormwater system is deficient.

Using the completed existing conditions stormwater model, scenarios were simulated to determine the average flood reduction benefit over all structures within the model. The data was then graphed to determine a benefit curve. The analysis indicated that the peak benefit was realized between the 100% and 10% annual chance, 24-hour design storm events. For this reason, proposed improvements were designed to a 10% annual chance (7.49 inches), 24-hour design storm event.

Capital Improvement Projects

After analysis of the existing stormwater system to identify existing system deficiencies, proposed improvements to reduce flooding were identified for the 10% annual chance (7.49 inches), 24-hour design storm event. The following conceptual projects were identified.

SOUTH END		
CIP Project	Project Name	Opinion of Cost
1	14 th Street Parking Area/15 th Street Outfall	\$10.4M
2 – Alt 1	Alley 3 and Inlet Avenue Outfall Improvements	\$6.5M
2 – Alt 2	Alley 3 and Fisherman's Walk Avenue Outfall Improvements	\$7.3M
3	13 th Street Outfall Improvements	\$5.6M
4	Miller Avenue Outfall Improvements	\$4.6M
5	Tybrisa Street Drainage Improvements	\$4.0M
6	Strand Avenue Drainage Improvements	\$7.1M
7	11 th Street Drainage Improvements	\$3.0M
8	10 th Street Drainage Improvements	\$3.7M
9	12 th Street Drainage Improvements	\$5.6M
Total Estimated South End CIP Cost (Alt 1)		\$50.5M
Total Estimated South End CIP Cost (Alt 2)		\$51.3M
MIDDLE ISLAND		
CIP Project	Project Name	Opinion of Cost
1	5 th Street Drainage Improvements	\$6.5M
2	2 nd Street Drainage Improvements	\$3.6M
3	4 th Street Drainage Improvements	\$1.9M
4	9 th Street Drainage Improvements	\$4.0M
Total Estimated Middle Island CIP Cost		\$16.0M



NORTH END		
CIP Project	Project Name	Opinion of Cost
1	Van Horne Avenue Outfall Improvements	\$5.5M
2	Bay Street Drainage Improvements	\$4.3M
3	Bright Street Drainage Improvements	\$4.5M
4	Fort Avenue Drainage Improvements	\$1.1M
5	Solomon Avenue Drainage Improvements	\$1.0M
Total Estimated North End CIP Cost		\$16.4M
Total Estimated CIP Cost (Alt 1)		\$82.9M
Total Estimated CIP Cost (Alt 2)		\$83.7M

Additional scenarios were modeled to determine proposed improvements that are required to accommodate the design storm with sea level rise projections added to MHHW boundary conditions. Due to budgetary limitations, these project costs will be determined later as funding becomes available to evaluate the improvements further. Identified improvements recommended for further evaluation are found below.

MHHW + 1 Foot SLR	
Study Area	Opinion of Cost
14 th Street Pump Station	TBD
11 th Street Pump Station	TBD
10 th Street Pump Station	TBD
9 th Street Pump Station	TBD
Bright Street Pump Station	TBD
Armor/Raise Venetian Drive to 7.5'	TBD
Armor/Raise 12 th Street to 7.5'	TBD
Armor/Raise Miller Avenue to 7.5'	TBD
Armor/Raise Lewis Avenue to 7.5'	TBD
Armor/Raise Bright Street to 7.5'	TBD
MHHW + 2 Feet SLR/Annual High Tide	
Study Area	Opinion of Cost
Armor/Raise Jones Avenue to 7.5'	TBD
Armor/Raise 6 th Street to 7.5'	TBD
Armor/Raise Miller Avenue to 7.5'	TBD
Bay Street Pump Station	TBD
Armor/Raise Bay Street to 7.5'	TBD
MHHW + 3 Feet SLR	
Study Area	Opinion of Cost
Armor/Raise Miller Avenue to 7.5'	TBD
Armor/Raise Chatham Avenue to 7.5'	TBD



Recommendations

As a result of the modeling and evaluation included in this master plan, the City should consider the following recommendations for implementation:

Overall Master Plan Maintenance

- The Master plan should be updates on an annual basis, to include:
 - Sea Level Rise scenarios should be modeled in greater details and coordinated with proposed improvements resulting from the NFWF Back River Study or any other study that may occur in the future,
 - Additional system inventory data obtained throughout the year.
 - Incorporate projects that have been constructed throughout the year.
 - Master plan/modeling updated on an annual basis to confirm anticipated system performance.
 - Master plan updated to include groundwater elevation monitoring data (Initiative currently underway) to assist with incorporation of green infrastructure best management practices.

System Inventory

- Continue to gather system inventory data of secondary drainage system components to obtain a complete inventory of the stormwater system, upload to geothinq.
- Update system inventory by incorporating updated elevations and sizes of stormwater structures, pipes and components when constructed in the future.
- Reclaim City rights-of-way where residents/businesses may have encroached. Full use of City right-of-way will be critical to constructing proposed stormwater improvements.

Hydrologic and Hydraulic (H&H) Modeling

- The City should assess the deployment of water level sensor/rain gauge combination stations with continuous data logging capabilities. Data collected will allow for model updates to calibrate the model to actual rainfall/tidal event. Using the rainfall/water level sensor data, calibration is accomplished through model updates included hydrologic and hydraulic parameter adjustments to account for variation in precipitation intensity and peak water surface levels throughout the island.
- Continue to refine the H&H model with data obtained from post-construction surveys, rain gauges, water level sensors and sea level rise projection updates.
- Combine the NFWF Back River model with the stormwater master plan to provide a comprehensive model of all efforts currently underway.
- Provide greater detail modeling of SLR scenarios, combinations of protective measures to prevent against and precipitation events.
- Augment the model with green infrastructure BMPs to evaluate their impact to flood reduction and effectiveness.

Capital Improvement Projects

- Provide backflow prevention devices on all stormwater outfalls discharging to the marsh.
- Adopt the conceptual proposed capital improvement project list as a planning tool and guidance document for implementation of the stormwater improvements.
- Update conceptual costs annually to adjust for economic, labor and material fluctuations.



- Create a capital improvement project plan that evaluates stormwater improvement project funding mechanisms and schedules for completion based on selected mechanism funding.
- Continue to pursue grant opportunities to assist with the design, permit and construction of proposed projects.
- Proceed with the survey, design, permit and construction of the conceptual capital improvement projects resulting from the master plan.
- The City should continue to provide year-round maintenance activities on ditches, culverts, and stormwater pipes to assist with appropriate drainage system function.

Stormwater Program Funding

- Consider and evaluate a dedicated funding mechanism to fund stormwater projects. Consider the creation of stormwater utility rate fee structure to help fund stormwater management maintenance and capital improvement projects.
- Evaluate and assess other forms of funding for stormwater improvements such as grants, loans, etc.

The recommendations above are not listed in any particular order of priority. As funding and opportunities arise, the City of Tybee should strive to enhance and refine this stormwater master plan to include additional information as it becomes available and implement the identified improvement projects.





TH THOMAS
&
HUTTON

thomasandhutton.com





THOMAS & HUTTON



CITY OF TYBEE COMPREHENSIVE STORMWATER MASTER PLAN

KEVIN SMITH, PE; SMITH.K@TANDH.COM; (912) 547-6460

PROJECT SCOPE



Existing Data Collection

Public Outreach

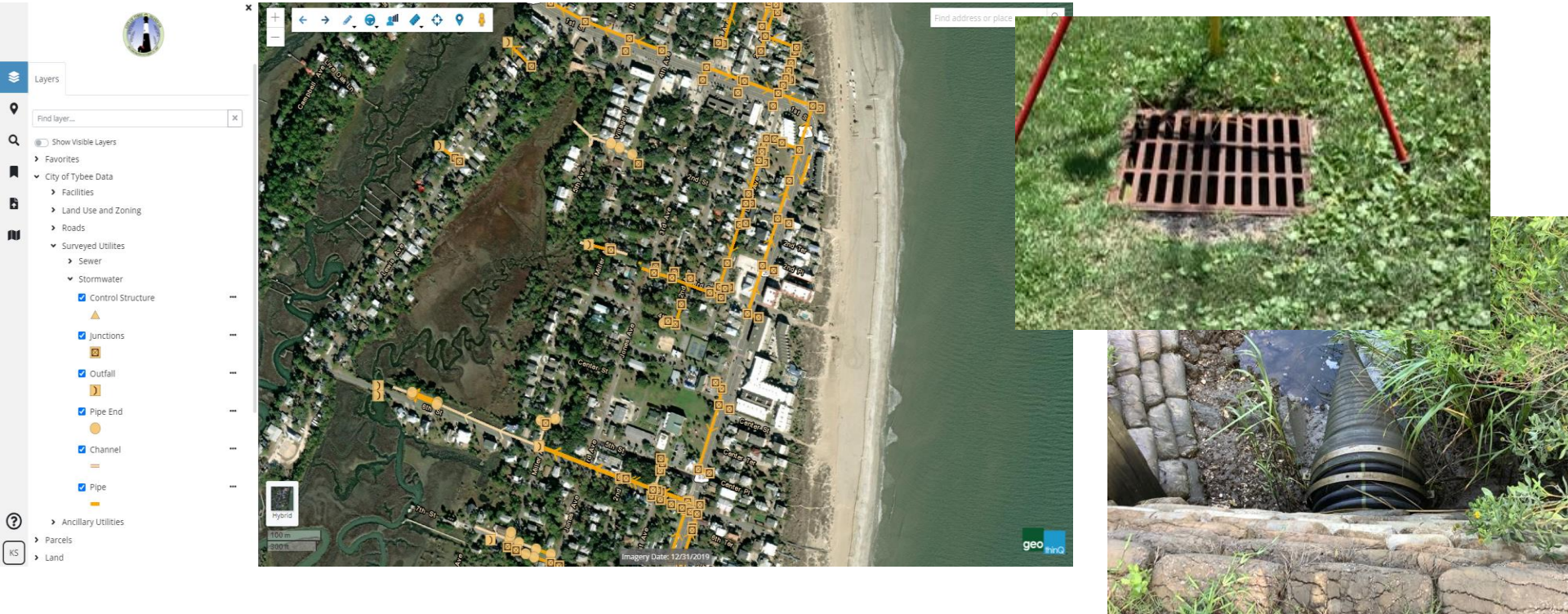
GPS Field Survey

Hydrologic and Hydraulic Modeling

Stormwater Master Plan Document

FOCUSED ON MOVING RAINWATER TO THE MARSHES

STORMWATER INVENTORY/GEOINQ



Stormwater Pipes & Channels

- >10 miles of Stormwater pipe
 - 62% is less than 18" Ø
 - 86% less than 24" Ø
- 1.3 miles of stormwater channels

512 Stormwater Structures

- 340 Grate Inlets
- 65 Curb Inlets
- 60 manholes
- Others

Item #9.

STORMWATER INVENTORY/GEOTHING



Layers 1 Result x

← Back

Add Label

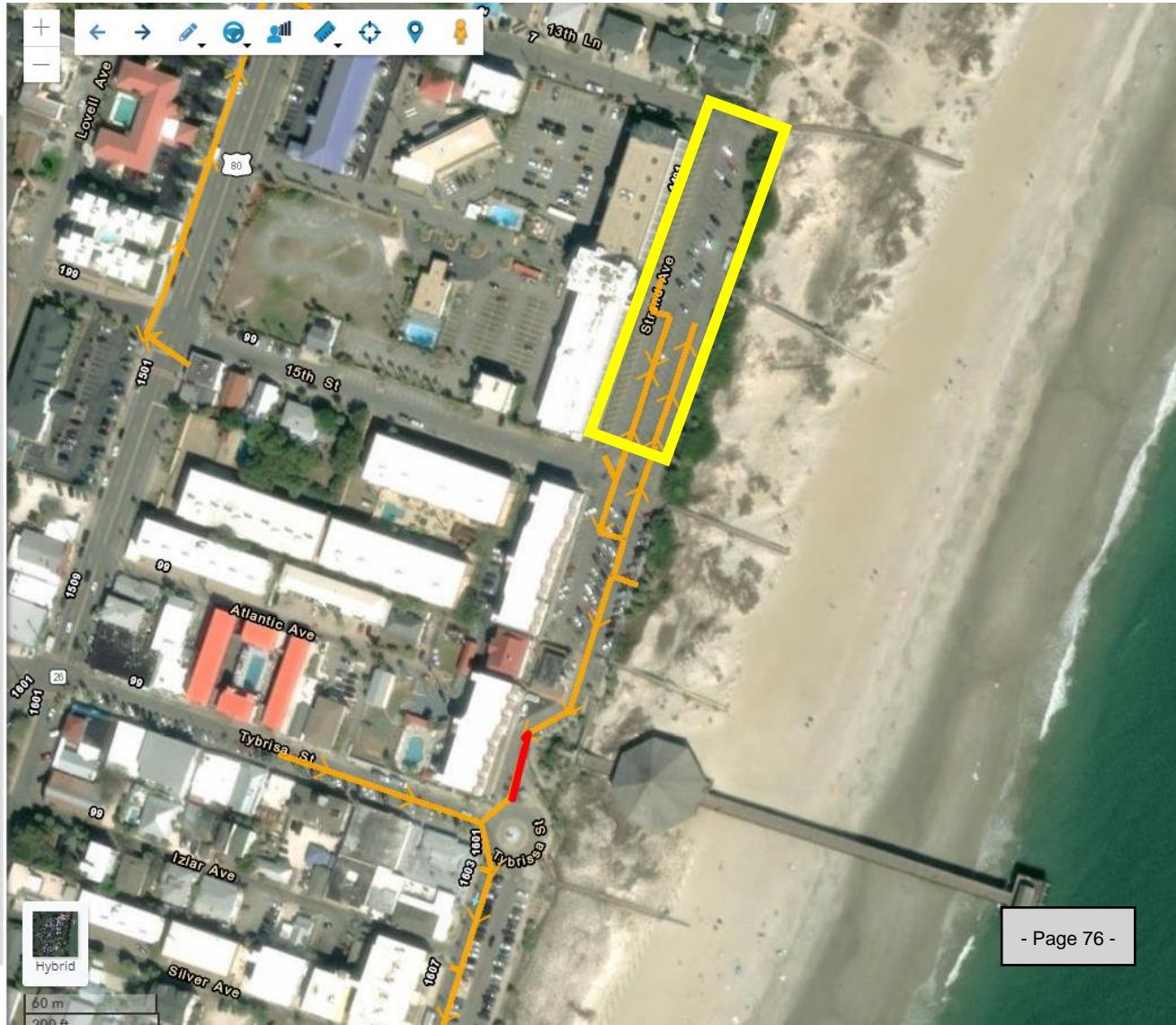
Add Graphic ▾

Select

Export ▾

Pipe ▾

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Material	High Density Polyethylene
Manufacturer	Null
Maintained By	City
Owned By	City
Condition	Null
Installed By	Null
Date Installed	Null
Notes	Null
Height	Null
Upstream Elevation	5.37
Downstream Elevation	4.85
Width	Null
Slope	Null
Shape	Circular
Pipe Diameter	15"
created_user	Survey
Item #9.	10/6/2021 4:15:37 PM
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PROPOSED IMPROVEMENTS – MID-ISLAND



10th STREET DRAINAGE IMPROVEMENTS

LOCATION
10th Street
Miller Avenue

JURISDICTIONS
City of Tybee Island
Georgia Department of Transportation

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
\$3.7M

*Costs are conceptual/subtotal only and subject to revision upon final design.

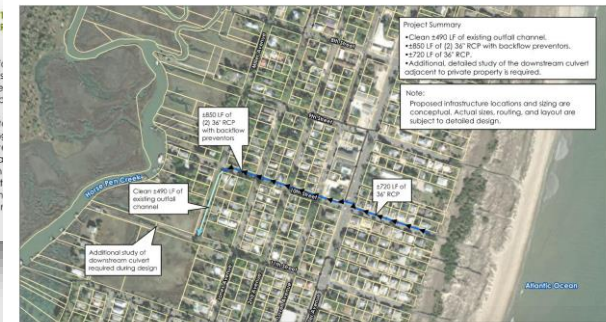


COASTAL MARSHLAND PROTECTION/SHORE PROTECTION PERMIT/COORDINATION

Yes

The existing 10th Street outfall stormwater flow from west residential structures in the flooding during rainfall and

Proposed improvements to preventers from the existing Avenue to the eastern exit Miller Avenue was noted to be cleared of vegetation existing culvert crossing in t to final design, it is recom required) to perform any r \$3.7M.



OPINION OF PROBABLE CONSTRUCTION COST

South Sea CIP ID Number: 8
Project: 10th Street Drainage Improvements
Parcels: All

TYPE	QUANTITY	UNIT PRICE	TOTAL COST
Pre-engineered design	1	\$1,000,000	\$1,000,000
Final design	1	\$1,000,000	\$1,000,000
Other design	1	\$1,000,000	\$1,000,000

THOMAS & HUTTON

OPINION OF PROBABLE CONSTRUCTION COST

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
1	Installation (BVI)	1	EA	\$130,000.00
2	Excavation	1	LS	\$48,000.00
3	Hydr. Control	1	LS	\$8,000.00
4	Grading	4000	SF	\$60,000.00
5	Auxiliary Piping	300	LF	\$30,000.00
6	Structures	20	EA	\$100,000.00
7	36\"/>			

Item #9.

Middle Island		
CIP Project	Project Name	Opinion of Cost
1	5 th Street Drainage Improvements	\$6.5M
2	2 nd Street Drainage Improvements	
3	4 th Street Drainage Improvements	
4	9 th Street Drainage Improvements	
Total Estimated Middle Island CIP Cost		\$16.0M

olomon Ave Improvements
right S1 Improvements
not S1 Improvements

Matchline - See Figure 16

PROPOSED IMPROVEMENTS – NORTH END



Proposed Improvements

Tybee Island, Georgia

Tybee Island Stormwater Master Plan



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31408 • 912.334.5300
WWW.THOMASANDHUTTON.COM

GEOGRAPHIC INFORMATION SYSTEMS
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Proposed Improvements : Tyb

City of Tybee Island Stormwater Master Plan

FORT AVENUE DRAINAGE IMPROVEMENTS

LOCATION
Fort Avenue
Van Home Avenue

JURISDICTIONS
City of Tybee Island

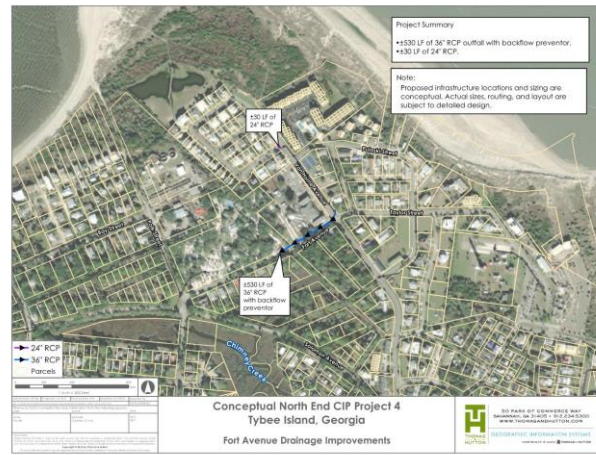
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
\$1.1M

COASTAL MARSHLAND PROTECTION/SHORE PROTECTION ACT PERMIT/COORDINATION REQUIRED
Yes



The northern end of Avenue before its existing stormwater

To minimize water from the outfall at intersection of Va also recommende



Item	Description	Quantity	Unit	Price	Amount
7	18\"/>				

Item #9.

North End		
Project Name	Opinion of Cost	
1	Van Home Avenue Outfall Improvements	\$5.5M
2	Bay Street Drainage Improvements	\$4.3M
3	Bright Street Drainage Improvements	\$4.5M
4	Fort Avenue Drainage Improvements	\$1.1M
5	Solomon Avenue Drainage Improvements	
Total Estimated North End CIP Co		
Total Estimated CIP Cost (Alt 1)		\$82.9M
Total Estimated CIP Cost (Alt 2)		\$83.7M

RECOMMENDATIONS



- **Stormwater System Inventory Data**
- **Hydrologic and Hydraulic (H&H) Modeling**
- **Capital Improvement Projects**
- **Stormwater Program Funding**
- **General Master Plan Maintenance**

14TH STREET PARKING / 15TH STREET OUTFALL



City of Tybee Island
Stormwater Master Plan

14TH STREET PARKING AREA / 15TH STREET OUTFALL

LOCATION

Phase 1 – 14th St Parking Lot Area
Phase 2 – 15th St Outfall

JURISDICTIONS

City of Tybee Island
Georgia Department of Transportation

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Phase 1 – \$7.6M
Phase 2 – \$2.8M

*Costs are conceptual/budgetary only and subject to revision upon design.

COASTAL MARSHLAND PROTECTION / SHORE PROTECTION ACT PERMIT / COORDINATION REQUIRED

No

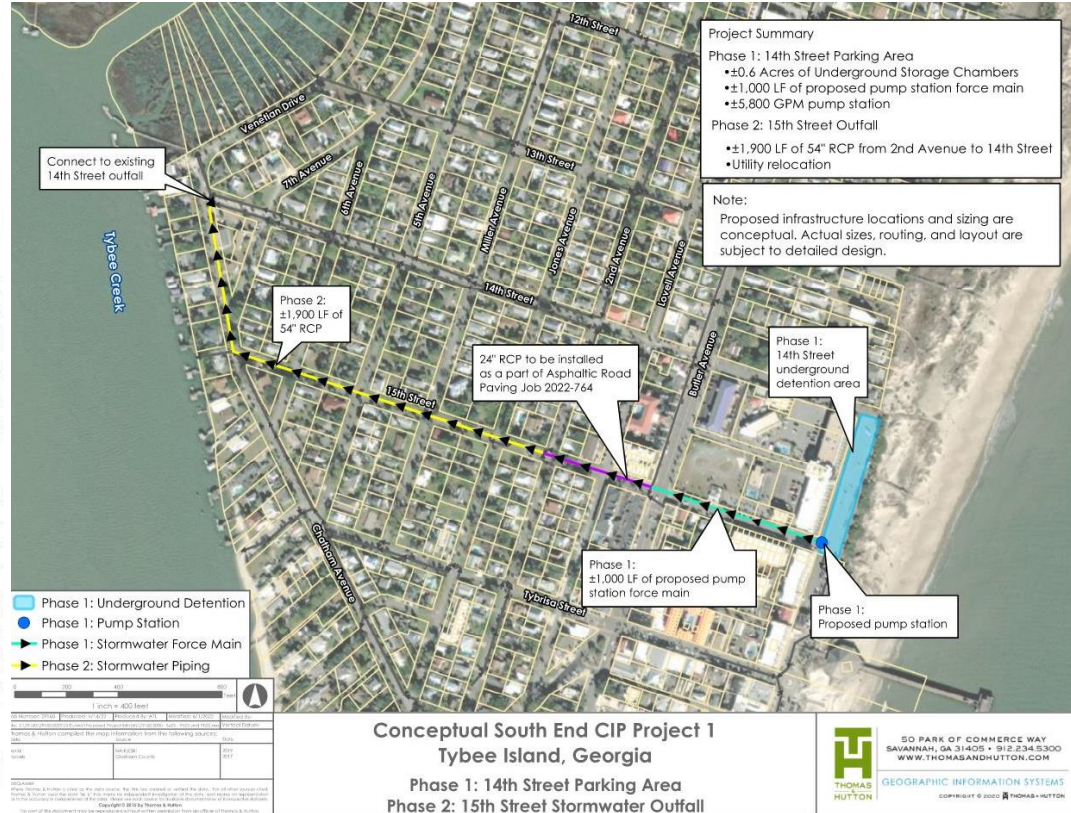


Upon award of a FEMA Pre-disaster Mitigation Grant (2019), the City of Tybee Island embarked on the preparation of comprehensive stormwater master plan to improve stormwater conveyance, reduce flooding potential and duration, and assess the effects of projected sea level rise (SLR) on its stormwater system. The 14th Street Parking Area / 15th Street Outfall project has been identified by the City as a critical stormwater improvement project required to minimize the magnitude and duration of flooding caused by precipitation events in the 14th Street Parking area. The parking area is generally at elevation 7 to elevation 8 (NAVD1988) and experiences a significant amount of flooding during heavier precipitation events. This area is located at the most upstream point of the Inlet Avenue basin. The project consists of underground detention in the 14th Street parking area, a pump station and force main and new storm main on 15th Street to convey stormwater runoff from Butler Avenue to the existing 14th Street outfall at the Back River.

Phase 1 consists of the design, permit and construction of an underground stormwater detention system, a gravity connection to the existing stormwater system, a 5,800 GPM stormwater pump station, 1,000 linear feet of force main connecting the proposed stormwater pump station to the 15th St gravity stormwater system and repaving the beach parking area between 14th and 15th Streets. This project would minimize flooding and duration of flooding within the beach parking area. The conceptual cost is estimated at \$7.6M.

Phase 2 consists of the design, permit and construction of a large diameter stormwater to be installed on 15th Street and connecting to the existing 14th St outfall. This project consists of the installation of approximately 1,900 linear feet of 54" diameter storm main from 2nd Ave heading east down 15th St, tying into the existing 14th St Outfall. 15th Street was selected as the corridor for the additional outfall due to the water infrastructure being located on the north side of the right-of-way, minimal sanitary sewer conflicts and relatively open installation area along the southern edge of the right-of-way. The project is a portion of the overall comprehensive stormwater master plan recommendations to reduce the magnitude and duration of flooding. The conceptual cost is estimated at \$2.8M.

It should be noted that the conceptual improvements and approximated costs are subject to change based on survey information and further refinement during the design process. As such, recommended improvements shall be considered conceptual and approximated costs considered budgetary.



Project Summary
Phase 1: 14th Street Parking Area
 • ±0.6 Acres of Underground Storage Chambers
 • ±1,000 LF of proposed pump station force main
 • ±5,800 GPM pump station
Phase 2: 15th Street Outfall
 • ±1,900 LF of 54" RCP from 2nd Avenue to 14th Street
 • Utility relocation

Note:
 Proposed infrastructure locations and sizing are conceptual. Actual sizes, routing, and layout are subject to detailed design.

Conceptual South End CIP Project 1
Tybee Island, Georgia
Phase 1: 14th Street Parking Area
Phase 2: 15th Street Stormwater Outfall

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Item #9.



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File Attachments for Item:

10. Alan Robertson GA Dept of Natural Resources Grant: Resolution to accept grant.

University of Georgia Back River Project Agreement: Approve funding subject to conditions being met.

DNR Short Protection Act Permit Application for Structures on the Beach: Approval to proceed

ESTD 1946



50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
THOMASANDHUTTON.COM

November 3, 2022

Mr. Shawn Gillen
City Manager
City of Tybee Island
403 Butler Avenue
Tybee Island, Georgia 31328

Re: City of Tybee Island
Comprehensive Stormwater Master Plan
Final Deliverable

Dear Mr. Gillen:

Please find enclosed the final City of Tybee Comprehensive Stormwater Master Plan document and Executive Summary. Months of coordination with key stakeholders, data collection, hydrologic and hydraulic modeling of the City stormwater system have culminated in the identification of approximately \$85M of stormwater capital improvement projects. Other useful deliverables of the project include GIS mapping, exhibits and costs, as well as a comprehensive stormwater inventory of the City's primary stormwater system.

We are grateful for our relationship with the City of Tybee and look forward to providing any clarifications related to the master plan that may be required. We also stand ready to assist the City with the execution of the recommendations contained within the City of Tybee Stormwater Master Plan.

In the meantime, please feel free to contact us at (912) 234-5300 with any questions, comments, or discussion. Thank you for the opportunity to assist the City of Tybee with this project.

Sincerely,

THOMAS & HUTTON

A handwritten signature in blue ink that reads 'Kevin M. Smith'. The signature is written in a cursive style.

Kevin M. Smith, PE



EXECUTIVE SUMMARY
FOR



COMPREHENSIVE STORMWATER MASTER PLAN
CITY OF TYBEE ISLAND | GEORGIA
JOB# 29160.0000

NOVEMBER 2022



50 Park of Commerce Way | Savannah, GA 31405 | 912.234.5300
thomasandhutton.com

EXECUTIVE SUMMARY

On behalf of the City of Tybee Island, Thomas & Hutton has prepared a city-wide, comprehensive stormwater master plan. The master plan effort was predominantly funded by a Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) Grant (2019). This master plan provides the City of Tybee Island a stormwater system inventory, hydrologic and hydraulic modeling, an assessment of existing stormwater system deficiencies, identification of proposed stormwater improvements and the preparation of conceptual budgetary costs to be used for future planning purposes.

Purpose

In the past, the City of Tybee Island has not assessed its stormwater system comprehensively to identify system improvements that provide cumulative flood reduction throughout the City. Except for 14th Street stormwater improvements, the City has provided reactive maintenance and spot repairs to the stormwater system to minimize localized flooding issues. To provide a wholistic system approach to stormwater management and to ensure repairs and upgrades provide a cumulative flood reduction benefit throughout the City, the City commissioned the preparation of this stormwater master plan. The master plan is completed in accordance with the scope of work submitted to obtain FEMA PDM grant funding and has been prepared to appropriate industry standard of care. This study focuses on grey infrastructure, with specific emphasis on conveying stormwater to the outfall through pipes, channels, and pumps. Green infrastructure such as infiltration based best management practices (BMPs) are not considered in this study due to cost limitations. However, green BMPs can be added to study modeling as funding becomes available to evaluate the effectiveness and efficiency of green infrastructure BMPs.

Approach

To perform hydrologic and hydraulic modeling and understand existing stormwater system deficiencies, the components of the existing stormwater system were inventoried to obtain data required to create a meaningful model. Hydrologic modeling simulates how the rainfall event interacts with the ground, determining much rainfall is absorbed by the ground and how much rain becomes surface flow runoff. Hydraulic modeling simulates how the surface runoff generated from the hydrologic analysis interacts with the stormwater system and determines how much surface runoff is conveyed to the outfall. Previously performed surveys were used as resources to obtain data for several areas throughout the City. Field reconnaissance and measurements were used to obtain data for the remaining primary stormwater system. Data gathered included elevations and locations of stormwater structures, pipes and channels, pipe sizes, and other required information. This data has been delivered to the City via a database presented through a webservice application that allows City staff easy access to review stormwater system information. The stormwater inventory information can be used for stormwater maintenance and repair purposes. Over 300 structures, 375 pipes, and 50 channels are included in the inventory database.

Hydrologic and hydraulic modeling was prepared using ICPRv4 by Streamline Technologies. ICPR4 is a dynamic model that can simulate the stormwater system performance using rainfall, terrain, tidal boundary conditions and existing stormwater system geometry. Stormwater components are input as 1-dimensional features that connect to 2-dimensional surface terrain, cumulatively allowing the model to calculate the magnitude of stormwater runoff, direction of flow, system head losses, resulting water surface elevations, and areas of flooding. Several precipitation events were modeled including the 100% (4.19 inches), 10% (7.49 inches), 4% (9.38 inches), 2% (11.00



inches) and a 1% (12.70 inches) annual chance rainfall events over a 24-hour duration. The model also uses a dynamic boundary condition simulating tidal conditions of the marshes to which the existing stormwater system discharges. Precipitation events were modeled in conjunction with a mean higher high water (MHHW 3.45 NAVD88) tidal cycle curve, an annual high (5.49 NAVD88) tidal cycle, MHHW plus 1 foot of projected sea level rise, MHHW plus 2 feet of projected sea level rise, and MHHW plus 3' of projected sea level rise. Tidal values were extracted from NOAA Tides and Currents, Station 8670870, Fort Pulaski, GA. Although there are variations within peak tide elevations and timing at varying points throughout the island, tidal amplitude and timing were assumed to be constant and match Fort Pulaski readings. Peak tides coincide with peak of precipitation events to depict the worst-case scenario. Inundation depth maps are included in the study depicting areas where the existing stormwater system is deficient.

Using the completed existing conditions stormwater model, scenarios were simulated to determine the average flood reduction benefit over all structures within the model. The data was then graphed to determine a benefit curve. The analysis indicated that the peak benefit was realized between the 100% and 10% annual chance, 24-hour design storm events. For this reason, proposed improvements were designed to a 10% annual chance (7.49 inches), 24-hour design storm event.

Capital Improvement Projects

After analysis of the existing stormwater system to identify existing system deficiencies, proposed improvements to reduce flooding were identified for the 10% annual chance (7.49 inches), 24-hour design storm event. The following conceptual projects were identified.

SOUTH END		
CIP Project	Project Name	Opinion of Cost
1	14 th Street Parking Area/15 th Street Outfall	\$10.4M
2 – Alt 1	Alley 3 and Inlet Avenue Outfall Improvements	\$6.5M
2 – Alt 2	Alley 3 and Fisherman's Walk Avenue Outfall Improvements	\$7.3M
3	13 th Street Outfall Improvements	\$5.6M
4	Miller Avenue Outfall Improvements	\$4.6M
5	Tybrisa Street Drainage Improvements	\$4.0M
6	Strand Avenue Drainage Improvements	\$7.1M
7	11 th Street Drainage Improvements	\$3.0M
8	10 th Street Drainage Improvements	\$3.7M
9	12 th Street Drainage Improvements	\$5.6M
Total Estimated South End CIP Cost (Alt 1)		\$50.5M
Total Estimated South End CIP Cost (Alt 2)		\$51.3M
MIDDLE ISLAND		
CIP Project	Project Name	Opinion of Cost
1	5 th Street Drainage Improvements	\$6.5M
2	2 nd Street Drainage Improvements	\$3.6M
3	4 th Street Drainage Improvements	\$1.9M
4	9 th Street Drainage Improvements	\$4.0M
Total Estimated Middle Island CIP Cost		\$16.0M

NORTH END		
CIP Project	Project Name	Opinion of Cost
1	Van Horne Avenue Outfall Improvements	\$5.5M
2	Bay Street Drainage Improvements	\$4.3M
3	Bright Street Drainage Improvements	\$4.5M
4	Fort Avenue Drainage Improvements	\$1.1M
5	Solomon Avenue Drainage Improvements	\$1.0M
Total Estimated North End CIP Cost		\$16.4M
Total Estimated CIP Cost (Alt 1)		\$82.9M
Total Estimated CIP Cost (Alt 2)		\$83.7M

Additional scenarios were modeled to determine proposed improvements that are required to accommodate the design storm with sea level rise projections added to MHHW boundary conditions. Due to budgetary limitations, these project costs will be determined later as funding becomes available to evaluate the improvements further. Identified improvements recommended for further evaluation are found below.

MHHW + 1 Foot SLR	
Study Area	Opinion of Cost
14 th Street Pump Station	TBD
11 th Street Pump Station	TBD
10 th Street Pump Station	TBD
9 th Street Pump Station	TBD
Bright Street Pump Station	TBD
Armor/Raise Venetian Drive to 7.5'	TBD
Armor/Raise 12 th Street to 7.5'	TBD
Armor/Raise Miller Avenue to 7.5'	TBD
Armor/Raise Lewis Avenue to 7.5'	TBD
Armor/Raise Bright Street to 7.5'	TBD
MHHW + 2 Feet SLR/Annual High Tide	
Study Area	Opinion of Cost
Armor/Raise Jones Avenue to 7.5'	TBD
Armor/Raise 6 th Street to 7.5'	TBD
Armor/Raise Miller Avenue to 7.5'	TBD
Bay Street Pump Station	TBD
Armor/Raise Bay Street to 7.5'	TBD
MHHW + 3 Feet SLR	
Study Area	Opinion of Cost
Armor/Raise Miller Avenue to 7.5'	TBD
Armor/Raise Chatham Avenue to 7.5'	TBD



Recommendations

As a result of the modeling and evaluation included in this master plan, the City should consider the following recommendations for implementation:

Overall Master Plan Maintenance

- The Master plan should be updates on an annual basis, to include:
 - Sea Level Rise scenarios should be modeled in greater details and coordinated with proposed improvements resulting from the NFWF Back River Study or any other study that may occur in the future,
 - Additional system inventory data obtained throughout the year.
 - Incorporate projects that have been constructed throughout the year.
 - Master plan/modeling updated on an annual basis to confirm anticipated system performance.
 - Master plan updated to include groundwater elevation monitoring data (Initiative currently underway) to assist with incorporation of green infrastructure best management practices.

System Inventory

- Continue to gather system inventory data of secondary drainage system components to obtain a complete inventory of the stormwater system, upload to geothinQ.
- Update system inventory by incorporating updated elevations and sizes of stormwater structures, pipes and components when constructed in the future.
- Reclaim City rights-of-way where residents/businesses may have encroached. Full use of City right-of-way will be critical to constructing proposed stormwater improvements.

Hydrologic and Hydraulic (H&H) Modeling

- The City should assess the deployment of water level sensor/rain gauge combination stations with continuous data logging capabilities. Data collected will allow for model updates to calibrate the model to actual rainfall/tidal event. Using the rainfall/water level sensor data, calibration is accomplished through model updates included hydrologic and hydraulic parameter adjustments to account for variation in precipitation intensity and peak water surface levels throughout the island.
- Continue to refine the H&H model with data obtained from post-construction surveys, rain gauges, water level sensors and sea level rise projection updates.
- Combine the NFWF Back River model with the stormwater master plan to provide a comprehensive model of all efforts currently underway.
- Provide greater detail modeling of SLR scenarios, combinations of protective measures to prevent against and precipitation events.
- Augment the model with green infrastructure BMPs to evaluate their impact to flood reduction and effectiveness.

Capital Improvement Projects

- Provide backflow prevention devices on all stormwater outfalls discharging to the marsh.
- Adopt the conceptual proposed capital improvement project list as a planning tool and guidance document for implementation of the stormwater improvements.
- Update conceptual costs annually to adjust for economic, labor and material fluctuations.



- Create a capital improvement project plan that evaluates stormwater improvement project funding mechanisms and schedules for completion based on selected mechanism funding.
- Continue to pursue grant opportunities to assist with the design, permit and construction of proposed projects.
- Proceed with the survey, design, permit and construction of the conceptual capital improvement projects resulting from the master plan.
- The City should continue to provide year-round maintenance activities on ditches, culverts, and stormwater pipes to assist with appropriate drainage system function.

Stormwater Program Funding

- Consider and evaluate a dedicated funding mechanism to fund stormwater projects. Consider the creation of stormwater utility rate fee structure to help fund stormwater management maintenance and capital improvement projects.
- Evaluate and assess other forms of funding for stormwater improvements such as grants, loans, etc.

The recommendations above are not listed in any particular order of priority. As funding and opportunities arise, the City of Tybee should strive to enhance and refine this stormwater master plan to include additional information as it becomes available and implement the identified improvement projects.





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&
HUTTON

thomasandhutton.com





CITY OF TYBEE COMPREHENSIVE STORMWATER MASTER PLAN

KEVIN SMITH, PE; SMITH.K@TANDH.COM ; (912) 547-6460

PROJECT SCOPE



Existing Data Collection

Public Outreach

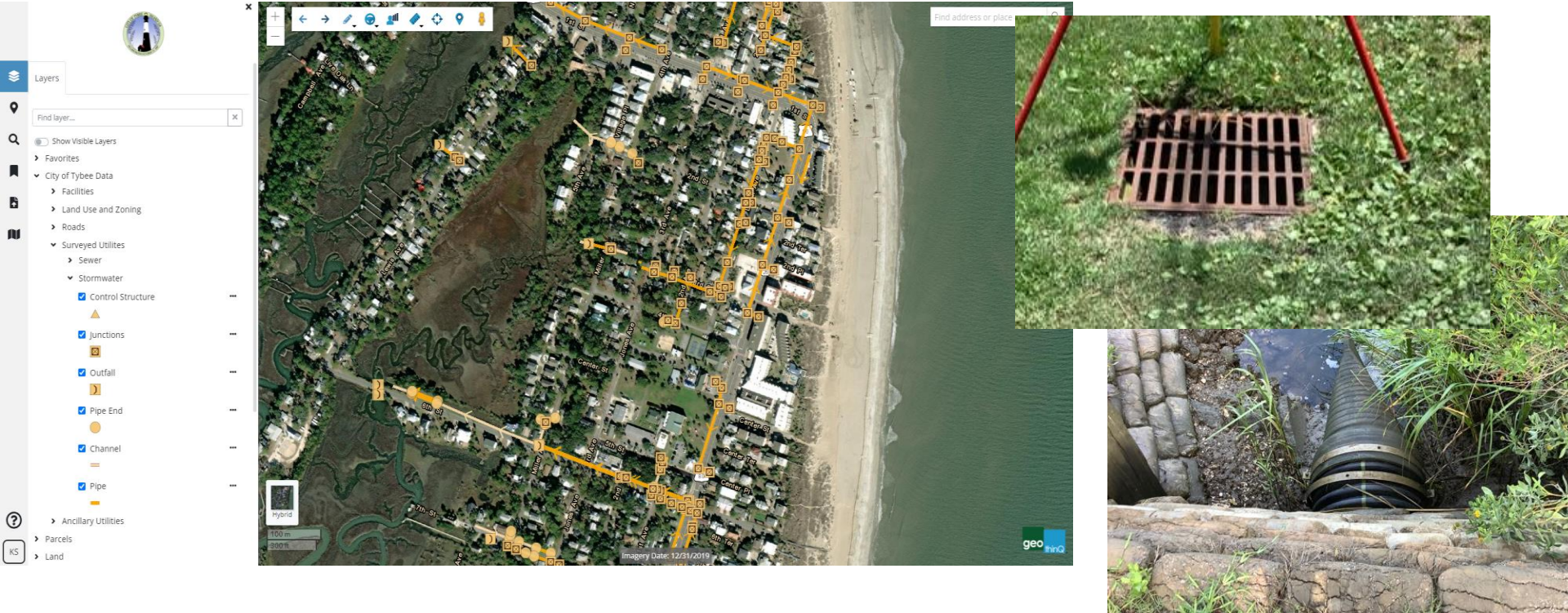
GPS Field Survey

Hydrologic and Hydraulic Modeling

Stormwater Master Plan Document

FOCUSED ON MOVING RAINWATER TO THE MARSHES

STORMWATER INVENTORY/GEOHINQ



Stormwater Pipes & Channels

512 Stormwater Structures

- >10 miles of Stormwater pipe
 - 62% is less than 18" Ø
 - 86% less than 24" Ø

- 340 Grate Inlets
- 65 Curb Inlets
- 60 manholes
- Others

Item #10.

- 1.3 miles of stormwater channels

STORMWATER INVENTORY/GEOTHINQ



Layers 1 Result x

← Back

Add Label

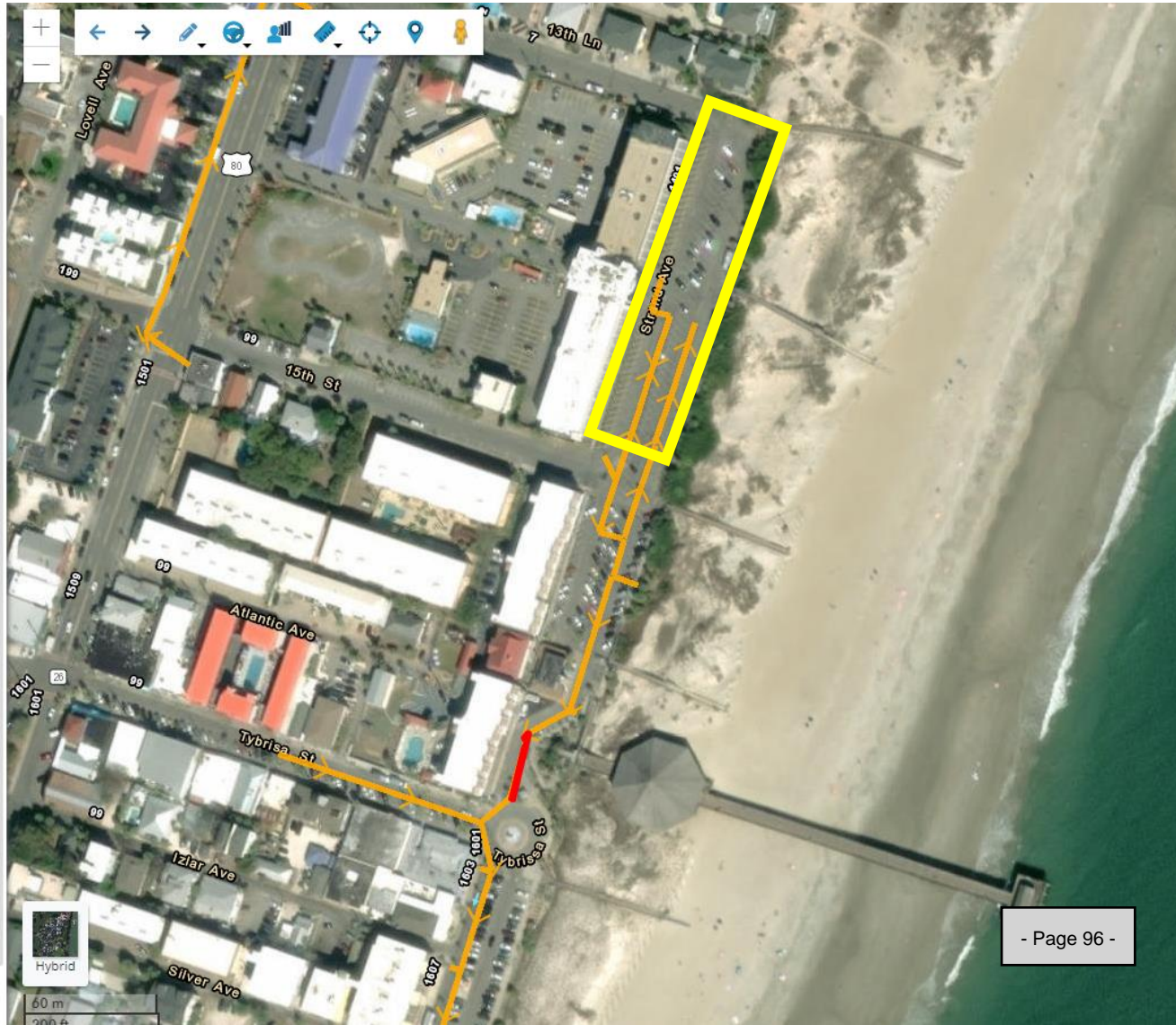
Add Graphic ▾

Select

Export ▾

Pipe ▾

Asset ID	5P1034
Material	High Density Polyethylene
Manufacturer	Null
Maintained By	City
Owned By	City
Condition	Null
Installed By	Null
Date Installed	Null
Notes	Null
Height	Null
Upstream Elevation	5.37
Downstream Elevation	4.85
Width	Null
Slope	Null
Shape	Circular
Pipe Diameter	15"
created_user	Survey
Item #10.	10/6/2021 4:15:37 PM
	Null
last_edited_date	Null
	10/1/2021



HYDROLOGIC & HYDRAULIC MODELING



ICPR : Z:\29160\29160.0000\Engineering\Calculations and Reports\Storm Water\ICPR\29160.000 - Tybee Island Master Plan\Project.4.p

File Preferences Surfaces Mapping Tables Scenarios Regions Hydrology 1D Hydraulics Reference Elements 2D Features Simulation Reports Window Help

Graphic View

Item #10.

PROPOSED IMPROVEMENTS – SOUTH END



City of Tybee Island Stormwater Master Plan

14TH STREET PARKING AREA / 15TH STREET OUTFALL

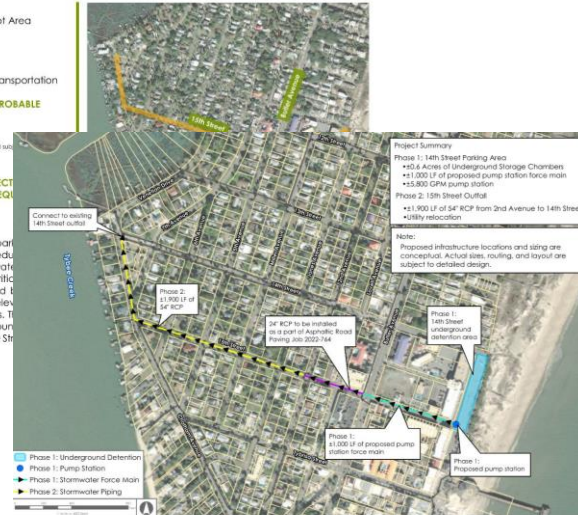
LOCATION
Phase 1 – 14th St Parking Lot Area
Phase 2 – 15th St Outfall

JURISDICTIONS
City of Tybee Island
Georgia Department of Transportation

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
Phase 1 – \$7.6M
Phase 2 – \$2.8M
*Costs are conceptual/illustrative only and subject to design.

COASTAL MARSHLAND PROTECTION/SHORE PROTECTION PERMIT/COORDINATION REQUIRED
No

The City of Tybee Island embarks on stormwater conveyance, reduction of level rise (SLR) on its stormwater, identified by the City as a critical duration of flooding caused by generally at elevation 7 to elevations heavier precipitation events. This project consists of underground and new storm main on 15th St outfall at the Back River.



Project Summary
Phase 1: 14th Street Parking Area
+ \$1.8M of proposed underground storage chambers
+ 1,000 LF of proposed pump station force main
+ \$3.8M GPM pump station
Phase 2: 15th Street Outfall
+ 1,900 LF of 54" RCP from 2nd Avenue to 14th Street
+ Utility relocation

Note:
Proposed infrastructure locations and sizing are conceptual. Actual sizes, routing, and layout are subject to detailed design.

Conceptual South End CIP Project 1
Tybee Island, Georgia
Phase 1: 14th Street Parking Area
Phase 2: 15th Street Stormwater Outfall

Item	Description	Quantity	Unit	Price	Total Cost
3	Underground Detention	10,000	CF	\$17.80	\$1,780,000.00
4	Paving	7,500	SF	\$6.00	\$45,000.00
5	Archery Support Structures	15	LS	\$250,000.00	\$3,750,000.00
6	8000 GPM Stormwater Pump Station	1	LS	\$1,500,000.00	\$1,500,000.00
7	Force Main	1,000	LF	\$200.00	\$200,000.00
8	15th Stormwater Main	4,000	LF	\$45.00	\$1,800,000.00
9	14th Stormwater Structures	3	EA	\$1,500.00	\$4,500.00
10	Archery connector piping	600	LF	\$35.00	\$21,000.00
11	15 Street Interference Structures	3	EA	\$15,000.00	\$45,000.00
12	15th Street Paving	1	LS	\$800,000.00	\$800,000.00
Sub-Total					\$7,848,000.00
90% Contingency					\$7,063,200.00
Sub-Total Construction					\$14,911,200.00
10% Surety, Engineering & Legal					\$1,491,120.00
Total Project					\$16,402,320.00

South End		
CIP Project	Project Name	Opinion of Cost
1	14 th Street Parking Area/15 th Street Outfall	\$10.4M
2 – Alt 1	Alley 3 and Inlet Avenue Outfall Improvements	\$6.5M
2 – Alt 2	Alley 3 and Fisherman's Walk Avenue Outfall Improvements	\$7.3M
3	13 th Street Outfall Improvements	\$5.6M
4	Miller Avenue Outfall Improvements	\$4.6M
5	Tybrisa Street Drainage Improvements	\$4.0M
6	Strand Avenue Drainage Improvements	\$7.1M
7	11 th Street Drainage Improvements	\$3.0M
8	10 th Street Drainage Improvements	\$3.0M
9	12 th Street Drainage Improvements	\$3.0M
Total Estimated South End CIP Cost (Alt 1)		\$50.5M
Total Estimated South End CIP Cost (Alt 2)		\$51.3M

PROPOSED IMPROVEMENTS – MID-ISLAND



City of Tybee Island Stormwater Master Plan

10th STREET DRAINAGE IMPROVEMENTS

LOCATION
10th Street
Miller Avenue

JURISDICTIONS
City of Tybee Island
Georgia Department of Transportation

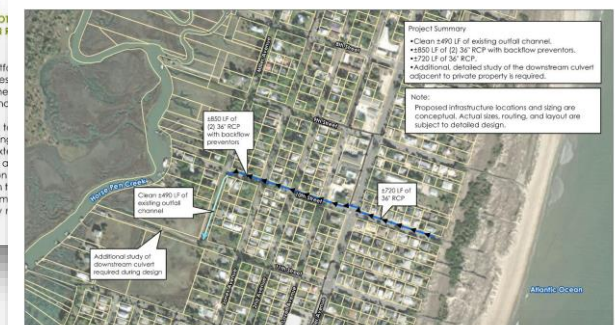
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
\$3.7M

*Costs are conceptual/subtotal only and subject to revision upon final design.



COASTAL MARSHLAND PROTECTION/SHORE PROTECTION PERMIT/COORDINATION
Yes

The existing 10th Street outfall stormwater flow from west residential structures in the flooding during rainfall and proposed improvements to preventers from the existing Avenue to the eastern exit Miller Avenue was noted to be cleared of vegetation existing culvert crossing in final design, it is recommended to perform any \$3.7M.



OPINION OF PROBABLE CONSTRUCTION COST

South Sea CIP ID Number: 8
Project: 10th Street Drainage Improvements
Parcels: All

TYPE OF DESIGN	THOMAS & HUTTON
Final Design	<input checked="" type="checkbox"/>
Pre-engineering Design	<input type="checkbox"/>
Other Design	<input type="checkbox"/>

OPINION OF PROBABLE CONSTRUCTION COST

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Installation (B/S)	1	EA.	133,000.00	133,000.00
2	Excavation	1	LS	148,000.00	148,000.00
3	Hydr. Control	1	LS	38,000.00	38,000.00
4	Grading	4,000	SF	45.00	180,000.00
5	Auxiliary Piping	380	LF	350.00	133,000.00
6	Structures	20	EA.	5,000.00	100,000.00
7	36" RCP	2,400	LF	450.00	1,080,000.00
8	Backflow Preventer	2	EA.	60,000.00	120,000.00
9	Clean Existing Channel	4,950	LF	2.80	13,860.00
10	Water Reservoir	1,800	LF	250.00	450,000.00
11	Gravel Base Installation	1,800	LF	250.00	450,000.00
12	Station Structure	1	LS	71,000.00	71,000.00
Sub-Total					2,838,160.00
B/S Contingency					644,235.00
Sub-Total Construction					3,482,395.00
T&E Survey, Engineering & Legal					337,377.00
Total Proposed					3,819,772.00

Item #10.

Middle Island		
CIP Project	Project Name	Opinion of Cost
1	5 th Street Drainage Improvements	\$6.5M
2	2 nd Street Drainage Improvements	
3	4 th Street Drainage Improvements	
4	9 th Street Drainage Improvements	
Total Estimated Middle Island CIP Cost		\$16.0M

olomon Ave Improvements
right S1 Improvements
not S1 Improvements

Matchline - See Figure 16

PROPOSED IMPROVEMENTS – NORTH END



Proposed Improvements

Tybee Island, Georgia

Tybee Island Stormwater Master Plan



50 PARK OF COMMERCE WAY
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Proposed Improvements : Tyb

City of Tybee Island Stormwater Master Plan

FORT AVENUE DRAINAGE IMPROVEMENTS

LOCATION
Fort Avenue
Van Home Avenue

JURISDICTIONS
City of Tybee Island

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST
\$1.1M

COASTAL MARSHLAND PROTECTION/SHORE PROTECTION ACT PERMIT/COORDINATION REQUIRED
Yes



The northern end of Avenue before its existing stormwater

To minimize water from the outfall at intersection of Va also recommend



7	24\"/>							
8	18\"/>							
9	Backflow Preventor	1	EA	\$	400.00	\$	400.00	
10	Water Relocation	560	LF	\$	250.00	\$	140,000.00	
11	Stormwater Basin Detention	200	LF	\$	250.00	\$	50,000.00	
12	Basin Control	1	LS	\$	25,000.00	\$	25,000.00	
							Sub-Total	719,300.00
							20% Contingency	139,860.00
							Sub-Total Construction	859,160.00
							10% Survey, Engineering & Legal	85,916.00
							Total Project	1,948,000.00

North End		
Project Name		Opinion of Cost
1	Van Home Avenue Outfall Improvements	\$5.5M
2	Bay Street Drainage Improvements	\$4.3M
3	Bright Street Drainage Improvements	\$4.5M
4	Fort Avenue Drainage Improvements	\$1.1M
5	Solomon Avenue Drainage Improvements	
Total Estimated North End CIP C		
Total Estimated CIP Cost (Alt 1)		\$82.9M
Total Estimated CIP Cost (Alt 2)		\$83.7M

Item #10.

RECOMMENDATIONS



- **Stormwater System Inventory Data**
- **Hydrologic and Hydraulic (H&H) Modeling**
- **Capital Improvement Projects**
- **Stormwater Program Funding**
- **General Master Plan Maintenance**

14TH STREET PARKING / 15TH STREET OUTFALL



City of Tybee Island
Stormwater Master Plan

14TH STREET PARKING AREA / 15TH STREET OUTFALL

LOCATION

Phase 1 – 14th St Parking Lot Area
Phase 2 – 15th St Outfall

JURISDICTIONS

City of Tybee Island
Georgia Department of Transportation

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Phase 1 – \$7.6M
Phase 2 – \$2.8M

*Costs are conceptual/budgetary only and subject to revision upon design.

COASTAL MARSHLAND PROTECTION/Shore Protection ACT PERMIT/COORDINATION REQUIRED

No

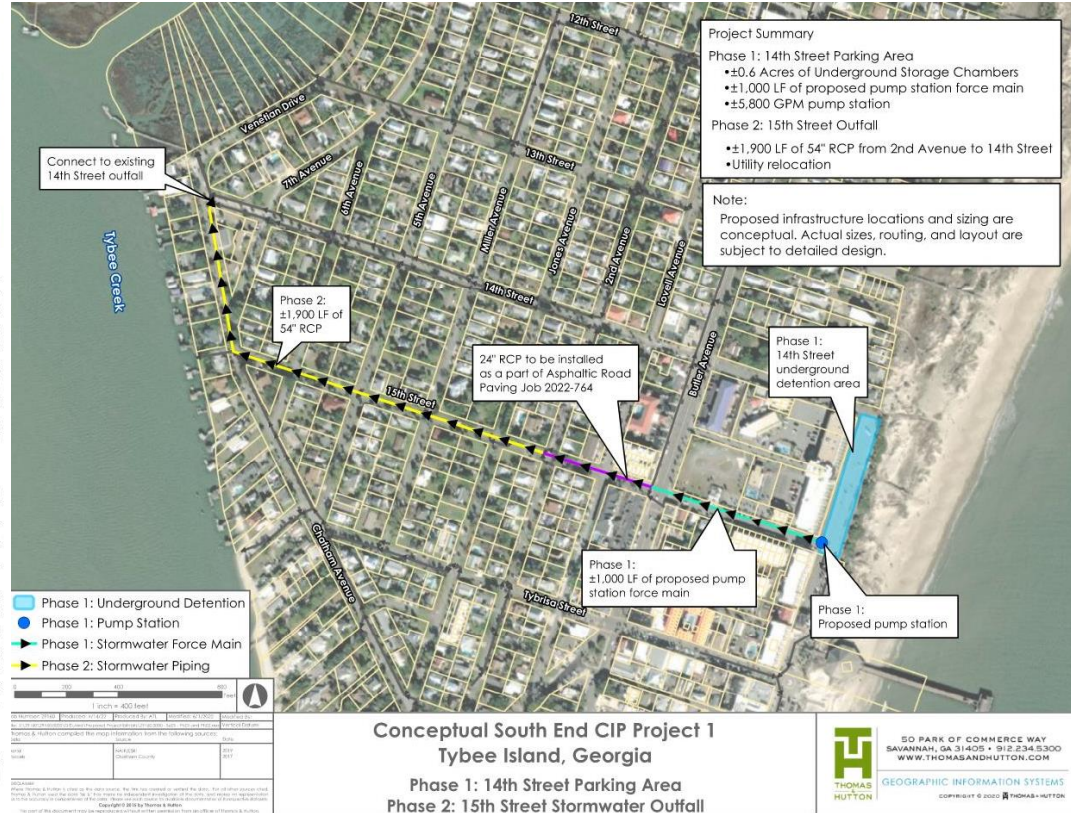


Upon award of a FEMA Pre-disaster Mitigation Grant (2019), the City of Tybee Island embarked on the preparation of comprehensive stormwater master plan to improve stormwater conveyance, reduce flooding potential and duration, and assess the effects of projected sea level rise (SLR) on its stormwater system. The 14th Street Parking Area / 15th Street Outfall project has been identified by the City as a critical stormwater improvement project required to minimize the magnitude and duration of flooding caused by precipitation events in the 14th Street Parking area. The parking area is generally at elevation 7 to elevation 8 (NAVD1988) and experiences a significant amount of flooding during heavier precipitation events. This area is located at the most upstream point of the Inlet Avenue basin. The project consists of underground detention in the 14th Street parking area, a pump station and force main and new storm main on 15th Street to convey stormwater runoff from Butler Avenue to the existing 14th Street outfall at the Back River.

Phase 1 consists of the design, permit and construction of an underground stormwater detention system, a gravity connection to the existing stormwater system, a 5,800 GPM stormwater pump station, 1,000 linear feet of force main connecting the proposed stormwater pump station to the 15th St gravity stormwater system and repaving the beach parking area between 14th and 15th Streets. This project would minimize flooding and duration of flooding within the beach parking area. The conceptual cost is estimated at \$7.6M.

Phase 2 consists of the design, permit and construction of a large diameter stormwater to be installed on 15th Street and connecting to the existing 14th St outfall. This project consists of the installation of approximately 1,900 linear feet of 54" diameter storm main from 2nd Ave heading east down 15th St, tying into the existing 14th St Outfall. 15th Street was selected as the corridor for the additional outfall due to the water infrastructure being located on the north side of the right-of-way, minimal sanitary sewer conflicts and relatively open installation area along the southern edge of the right-of-way. The project is a portion of the overall comprehensive stormwater master plan recommendations to reduce the magnitude and duration of flooding. The conceptual cost is estimated at \$2.8M.

It should be noted that the conceptual improvements and approximated costs are subject to change based on survey information and further refinement during the design process. As such, recommended improvements shall be considered conceptual and approximated costs considered budgetary.



Project Summary

Phase 1: 14th Street Parking Area

- ±0.6 Acres of Underground Storage Chambers
- ±1,000 LF of proposed pump station force main
- ±5,800 GPM pump station

Phase 2: 15th Street Outfall

- ±1,900 LF of 54" RCP from 2nd Avenue to 14th Street
- Utility relocation

Note:
Proposed infrastructure locations and sizing are conceptual. Actual sizes, routing, and layout are subject to detailed design.

Conceptual South End CIP Project 1
Tybee Island, Georgia
Phase 1: 14th Street Parking Area
Phase 2: 15th Street Stormwater Outfall



Item #10.



TH THOMAS & HUTTON



File Attachments for Item:

11. Pat Leiby: MLK's upcoming December and January Programs

MAYOR
Shirley Sessions

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



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

City Council Agenda Item Request

Agenda Item Requests 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: 12/8/2022

Item: Upcoming Tybee MLK Programs for Dec. & Jan.

Explanation: Would like to talk about the programs, and invite Council to attend.

Paper Work: Attached*
Audio/Video Presentation**

- * **Electronic submissions are requested by not required. Please email to jleviner@cityoftybee.org.**
- ** **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

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

Submitted by: Pat Leiby, Tybee MLK Human Rights Organization

Phone / Email: 301.305.6502; pat@southmountaintitle.com

Comments: _____

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**



File Attachments for Item:

12. Virginia Ward: Outgoing President, Tybee Post Theater

MAYOR
Jason Buelterman



CITY MANAGER
Diane Schleicher

CITY COUNCIL
Barry Brown
Wanda Doyle
Bill Garbett
Julie Livingston
John Major
Monty Parks

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

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: 12-8-22

Item: TYBEE POST THEATER

Explanation: Request to appear before Council as outgoing President to express our gratitude for all callarative work the past 2 years,

Budget Line Item Number (if applicable): N/A (may take 2 minutes, or less)

Paper Work: 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.

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

Submitted by: Luzanne Stark
Phone / Email: VOLWARD@yahoo.com

Comments: Please confirm if request is approved - Thanks!

Date given to Clerk of Council emailed 11-17-22

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



File Attachments for Item:

15. Jenny Rutherford: Easement 21 Pulaski Street

MAYOR
Shirley Sessions

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



CITY OF TYBEE ISLAND

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:
For December 8 city Council meeting

Item:

Unopen beach access and

public parking fees
collected nearby

Explanation:

- Discussing a public beach easement that has not been opened
on Pulaski Street

Paper Work:

Attached*

Yes attached and Audio/Video Presentation**
emailed

* **Electronic submissions are requested by not required.**

Please email to jleviner@cityoftybee.org.

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

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

Submitted by:
Phone / Email:
Comments:

Jenny Rutherford
jenny@jennyrutherford.com

Type: PLAT
Recorded: 3/9/2018 10:48:00 AM
Fee Amt: \$10.00 Page 1 of 2
Chatham, Ga. Clerk Superior Court
Tammie Mosley Clerk Superior Court

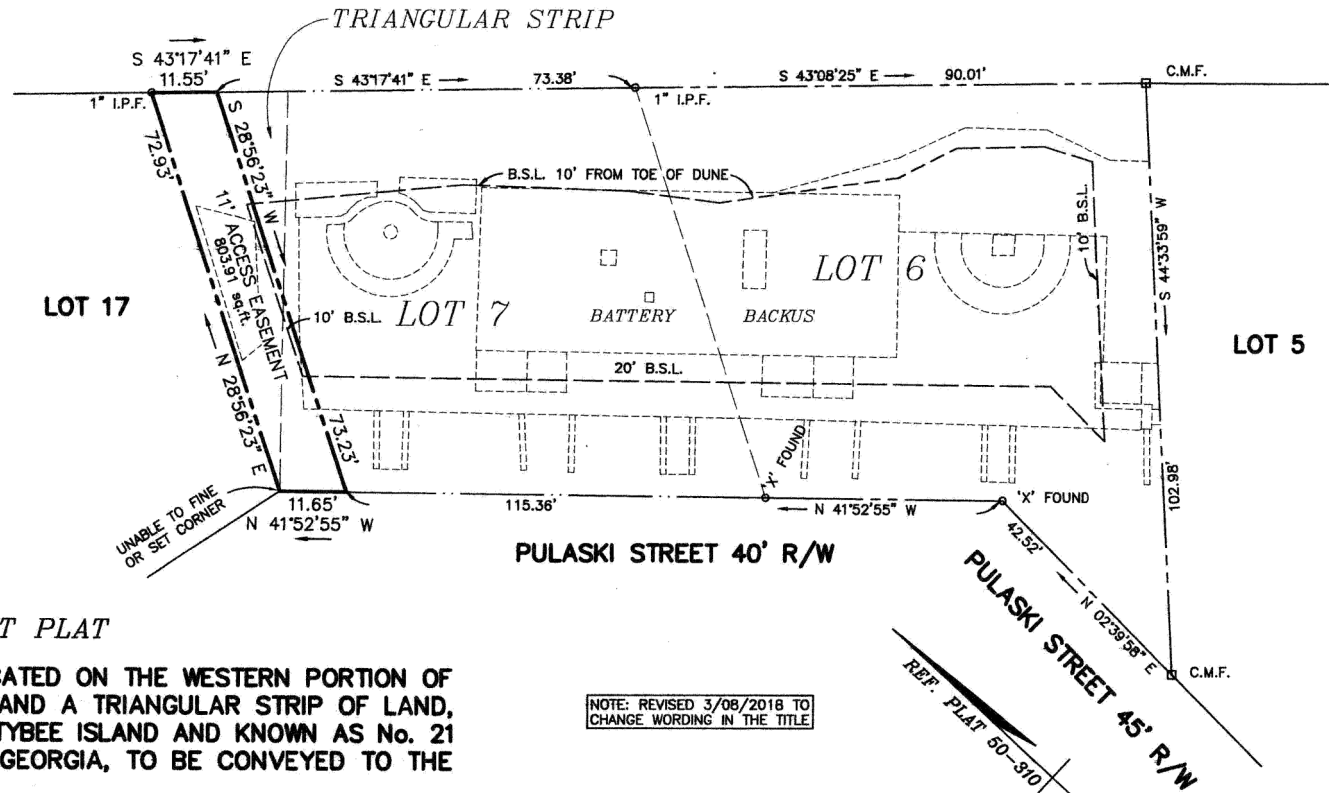
Participant ID: 8369412425

BK 51 PG 348 - 349

THIS BLOCK IS RESERVED FOR
THE CLERK OF SUPERIOR COURT

S.M.B. = SUBDIVISION MAP BOOK
B.S.L. = BUILDING SETBACK LINE
C.M.F. = CONCRETE MONUMENT FOUND
I.P.F. = IRON PIPE FOUND
'X' = X FOUND IN CONCRETE

- REFERENCES:
1. PLAT RECORD BOOKS U-166, U-168, U-221, V-12
X-266, S.M.B. A-94-C & PLAT BOOK 50-310.
 2. DEED BOOKS 389K-171.



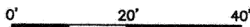
STATE OF GEORGIA
CHATHAM COUNTY

EASEMENT PLAT

OF AN 11' ACCESS EASEMENT LOCATED ON THE WESTERN PORTION OF
A RECOMBINATION OF LOTS 6, 7 AND A TRIANGULAR STRIP OF LAND,
BLOCK 33, FORT SCREVEN WARD, TYBEE ISLAND AND KNOWN AS No. 21
PULASKI STREET, TYBEE ISLAND, GEORGIA, TO BE CONVEYED TO THE
CITY OF TYBEE ISLAND.

FOR: TONY C. PETREA & DALEY L. BROWN

DATE OF SURVEY: JUNE 12, 2017
DATE OF PLAT: FEBRUARY 26, 2018
SCALE: 1" = 20'



BERT BARRETT, JR. LAND SURVEYING, P.C.
145 RUNNER ROAD
SAVANNAH, GA. 31410
(912) 897-0661
LSF000671



NOTE: REVISED 3/08/2018 TO
CHANGE WORDING IN THE TITLE

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF
LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY
CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION
OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH
CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION
OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION,
AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR
REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.
FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS
PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY
SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF
THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND
LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Bert B. Barrett, Jr.
BERT B. BARRETT, JR. DATE 3/8/18

E.O.C. FILED	_____
ADJ. METHOD	_____
E.O.C. PLAT	1/ 32,844
EQUIPMENT USED	_____



Doc ID: 030950680003 Type: EASE
 Recorded: 04/05/2018 at 01:47:59 PM
 Fee Amt: \$16.00 Page 1 of 3
 Chatham, Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court

BK **1316** PG **323-325**

Return to:
 Edward M. Hughes, Esq.
 PO Box 9946
 Savannah, GA 31412

CROSS REFERENCE:
 Plat Book 51, Page 348 - 349

STATE OF GEORGIA)
 COUNTY OF CHATHAM)

ACCESS EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars in hand paid and other good and valuable consideration, including the desire to make a conveyance by gift, the undersigneds, TONY C. PETREA and DALEY L. BROWN, hereinafter collectively referred to as Grantors, hereby grant unto CITY OF TYBEE ISLAND, GEORGIA, hereinafter referred to as Grantee, a perpetual easement for the purpose and uses hereinafter set forth, over, through and across the following lands to wit:

Commencing at a concrete marker found along the eastern side of the Pulaski Street right of way at the property line between Lot 5 and the Recombination of Lots 6, 7 and A Triangular Strip, Block 33, Ft. Screven Ward, Tybee Island, as shown on that certain Easement Plat dated February 26, 2018 and recorded in Plat Book 51, Pages 348 - 349 of the records of the Clerk of the Superior Court of Chatham County; thence North 02° 39' 58" East, a distance of 42.52 feet to an 'X' found in concrete thence North 41° 52' 55" West, a distance of 115.36 feet to a point which is the point of beginning; thence, North 41° 52' 55" West, a distance of 11.65 feet to a point; thence, North 28° 56' 23" East a distance of 72.93 feet to a one-inch iron pipe found; thence, South 43° 17' 41" East a distance of 11.55 feet to a point; thence, South 28° 56' 23" West, a distance of 73.23 feet to the point of beginning.

Said lands are more fully shown and described on that "Easement Plat of an 11' Access Easement Located on the Western Portion of a Recombination of Lots 6, 7 and a Triangular Strip of Land, Block 33, Fort Screven Ward, Tybee Island and Known as No. 21 Pulaski Street, Tybee Island, Georgia to Be Conveyed to the City

of Tybee Island” dated February 26, 2018 by Bert B. Barrett, Jr., Georgia Registered Land Surveyor No. 2225 and recorded in Plat Book 51, Page 348-349 of the Records of the Clerk of the Superior Court of Chatham County, Georgia.

Said property is adjacent to the Pulaski Street Right of Way and this easement is granted as appurtenant thereto, for the following purposes and uses, to wit:

Public pedestrian access, both to and fro, between Pulaski Street and the beach/dune area, subject to the construction of a proper walkway and dune crossover by Grantee, in order to permit the public to traverse the lands described above to go to and fro the beach property and dunes located to the north of the lands described above; and

The right to enter onto said lands for the purpose of construction and maintenance of the proper walkway and dune crossover. The cost of construction and maintenance of the proper walkway and dune crossover shall be the sole responsibility of Grantee.

The construction of the proper walkway and dune crossover is a right granted to Grantee, but shall not be deemed an obligation of Grantee. The lands shall not be used for access until the proper walkway and dune crossover is constructed.

This instrument does not convey any land, but merely grants the rights, privileges and easements hereinabove set out.

The easement herein granted shall bind the heirs and assigns of the Grantors, and shall inure to the benefit of the successors in title to the Grantee.

WITNESS, the hands and seals of the Grantors, this 28th day of March, 2018.

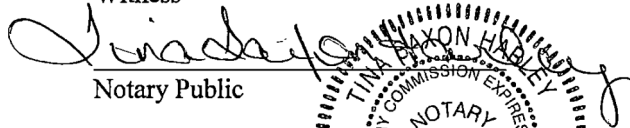


TONY C. PETREA

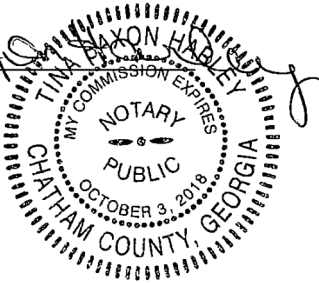
Sworn to and subscribed before me,
this 28th day of March, 2018.



Witness



Notary Public

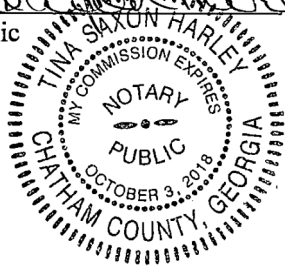


Sworn to and subscribed before me,
this 28th day of March, 2018.


DALEY L. BROWN

Witness


Notary Public



File Attachments for Item:

16. Site Plan Approval with Variance: requesting to remove off street parking -1311 Butler Ave. -40007 16002 – Zone C-2 – Jim Sheffield.



STAFF REPORT

PLANNING COMMISSION MEETING: November 14, 2022

CITY COUNCIL MEETING: December 8, 2022

LOCATION: 1311 Butler Ave.

PIN: 40007 16002

APPLICANT: Robert Portman, Barnard Architects

OWNER: Jim Sheffield

EXISTING USE: Restaurant

PROPOSED USE: Restaurant

ZONING: C-1/SE

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Historic Downtown

APPLICATION: Site Plan Approval with variance

PROPOSAL: The applicant is requesting site plan approval with a variance for expanded seating in the current parking area and to remove off-street parking.

ANALYSIS: The proposed area is already impervious so any changes will not affect drainage. A parking exemption in the C-1 district states "Existing structures with 2000 square feet or less of floor area that exist in a C-1 zoning district may expand up to 4000 square feet without having to meet the off-street parking requirements as long as the structure is completely located within 1000 feet of municipal parking lot." This structure is within 1000 feet of a municipal parking lot but it is over 2000 square feet so it does not meet the standards of this exemption. The current parking lot layout has five regulation sized spaces and one small space. The drive aisle is too narrow for head in parking so drivers have to back out onto Butler to leave the establishment. The applicant is willing to close the curb cut and create up to three on-street parking spaces plus one additional space for staff behind the building.

The Historic Downtown District is a key character are that acts as the City's traditional "Main Street" and is perhaps the most outwardly "urban" feeling area in the city. It features wide sidewalks and dense commercial uses with restaurants, shopping, hotels/lodging, and public parking, as well as access to the large central pier which acts as a focal point for the beach. Single family, multi-family, and vacation rentals for the residential uses.

<i>Comprehensive Plan – Community Character Area Historic Downtown</i>		<i>Meets Strategy Y/N or N/A</i>
<i>Recommended Development Strategies</i>		
1.	Future development and redevelopment should be pedestrian oriented	Y
2.	Promote mixed densities of residential development, including upstairs residential over commercial	N/A
3.	Uses and zoning should provide a transition from South End neighborhood	N/A
4.	Add recreational uses within the area	N/A
5.	Beautification and façade improvement projects should be implemented to improve area aesthetics	Y

6.	Look for opportunities to ease congestion and improve traffic flow within the City's road network	Y
7.	Improve the availability and accessibility of public services and amenities in this area	N/A

STAFF FINDING

While this structure does not meet the threshold for the parking exemption, the structure is within 1000 feet of a public parking lot. If the curb cut is closed, additional street parking can be created. Due to the dangerous egress from this parking lot currently and the "urban" nature of this area as mentioned in the comprehensive plan staff recommends approval.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

- A. Site plan application
- B. Site plan
- C. Elevation certificate
- D. Survey



CITY OF TYBEE ISLAND
SITE PLAN APPROVAL WITH VARIANCE APPLICATION

Applicant's Name Robert Portman, Barnard Architects

Address and location of subject property 1311 Butler Avenue

PIN 40007 16002 Applicant's Telephone Number 912-232-6173

Applicant's Mailing Address 220 East Hall Street, Savannah 31401

Brief description of the land development activity and use of the land thereafter to take place on the property:
Refer to attached Letter

Explain the requested variance Refer to attached Letter

Explain the hardship Refer to attached Letter

Property Owner's Name Jim Sheffield Telephone Number 912-713-2228

Property Owner's Address 10 Bradley Pines Drive, Savannah Ga. 31410

Is Applicant the Property Owner? Yes X No

Site Plan Fee Commercial \$500
Variance Fee Commercial \$500

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. Yes

Current Zoning of Property C-1 Current Use Commercial Business: Restaurant

Names and addresses of all adjacent property owners are attached: X 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.

Signature of Applicant [Signature] Date 9-29-22

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

Fee Amount \$ 500.00 Check Number 1431 Date 9/29/22

City Official [Signature]

NOTE: This application must be accompanied by additional documentation, including drawings that include or illustrate the information outlined below.

- na 3 copies, no smaller than 24 x 36, of the engineered drainage and infrastructure plan.
- na 1 copy, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping plan.
- X Disclosure of Campaign Contributions
- X Site plan and/or architectural rendering of the proposed development depicting the location of lot restrictions. *1 copy, no smaller than 11 x 17, of the proposed site plan and architectural renderings.* Section 5-040 (D)(1)
- X A survey of the property signed and stamped by a State of Georgia certified land surveyor. Section 5-040 (D)(2)
- na Provide attachments illustrating conditions on the subject and surrounding properties indicating that there are unique physical circumstances or conditions including:
 - irregularity,
 - narrowness, or,
 - shallowness of the lot size or shape, or,
 - exceptional topographical or other physical conditions peculiar to the particular property

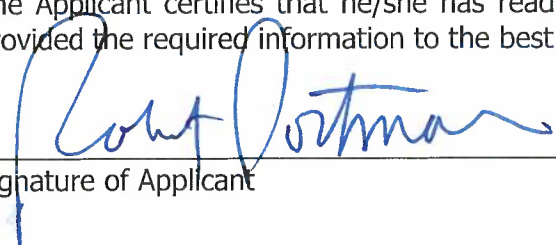
That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the Land Development Code, without undue hardship to the property. Sections 5-090 (A)(1) and 5-090 (A)(2).

- na If this variance application is for a Height Variance, in addition to other requirements, the petitioner shall be required to:
 - Add two feet to each side yard setback for each one foot above 35 feet in height, and,
 - Have safeguards consisting of sprinkler systems, smoke detectors and other fire protection equipment deemed necessary at the time by the Mayor and Council, and,
 - Where a rear yard abuts a side yard of the adjacent lot, the petitioner shall be required to add two feet to the rear setback for each foot above 35 feet height.
- Section 5-090 (B)

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 with Variance and has provided the required information to the best of his/her ability in a truthful and honest manner.



Signature of Applicant

9-29-22

Date

Jim Sheffield

10 Bradley Pines Drive
Savannah GA 31410

September 28, 2022

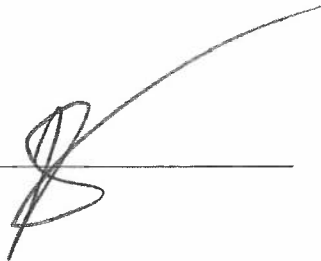
Affidavit for Applicant

City of Tybee,

Please accept this letter as permission for Robert Portman with Barnard Architects to conduct business for my property at 1311 Butler Ave. PIN # 40007 16002. Please contact me at 912-713-2228 with any questions or concerns.

Sincerely,

Jim Sheffield:

A handwritten signature in black ink, appearing to be 'JS', written over a horizontal line. The signature is stylized and includes a long, sweeping flourish that extends upwards and to the right.



September 29th, 2022

Project – Variance – Hardship Description

Future Treylor Park Location
1311 Butler Avenue
Tybee Island, Ga

On behalf of Trey Wilder, owner of Treylor Park Restaurants, Barnard Architects has prepared the attached development drawings, this Description Letter and the Tybee Island Site Plan Approval with Variance Application.

Project Description:

- As depicted on the drawings, planned is a raised deck within and behind a stucco block screen wall. The new deck will be placed over the existing prior parking lot. This area has been used for outside seating starting when the pandemic hit. The level of the deck will match the existing covered deck with ADA compliant ramp access. Under the picnic tables we are planning solar screen sails mounted to 6 posts. The color of these ‘sails’ are TBD. Along the north property line and adjacent to the 8’ privacy fence, artificial turf is planned to cover the remainder of the side yard and will be used for games ie bocce ball and cornhole
- At the side yard the existing handicap ramp does not meet ADA. It will be rebuilt with a switch back (shorter) ramp and will land within proximity and at the same level as the front entrance door. At the rear emergency existing egress door, we’ll have a landing and new stairs to the side yard.
- Along Lowell Street at rear of building we are removing the existing delivery ramp which also served the employee access with new stairs and ramp. The existing metal shed will be removed and we’ll designate three parking spaces for employees.
- At the back SW corner of the building we are proposing to build a small addition with exterior walls matching existing and covered with roof to match existing for the use to place a new indoor access walk-in refrigeration & freezer
- Along Butler Avenue, the Owner has agreed to remove the existing curb cut, connect the landscape area and gutter and place 3 parking spaces which Tybee can set meters.

BARNARD ARCHITECTS
Site Plan Approval with Parking Variance
Future Location of Treylor Park Tybee Island
1311 Butler Avenue
September 28th, 2022 Page 2 of 2

Variance Request:

We are respectfully requesting the City of Tybee grant exemption to the off-street parking requirement for our new development. The proposed development expands the floor area beyond the allowed 4,000 s.f. per Section 3-080.(f)(1) by 1,374 s.f. The future home of Treylor Park is within 1,000 feet of the nearest municipal parking lot. If this relief is granted, our proposed development will remove the current curb cut, extend the landscape island and curb and install (3) parallel parking spaces at the Owner's expense of which the City of Tybee can meter.

We would like to note the current parking lot is dangerous to back-out of since vehicles have to cross a sidewalk and back into Butler Avenue.

Hardship

Providing the relief from the off-street parking lot requirement allows the new building tenant to extend customer seating and dining experience including revenue like the prior tenant during the pandemic for local and tourist enjoyment. The business model of seating along Butler Avenue is not new and is currently at Stingray's & Pier 16



Thank you,

A handwritten signature in blue ink that reads "Robert Portman".

Robert Portman
Barnard Architects
220 East Hall Street
912-232-6163.
Robert@barnardarchitects.com.



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 ✓

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

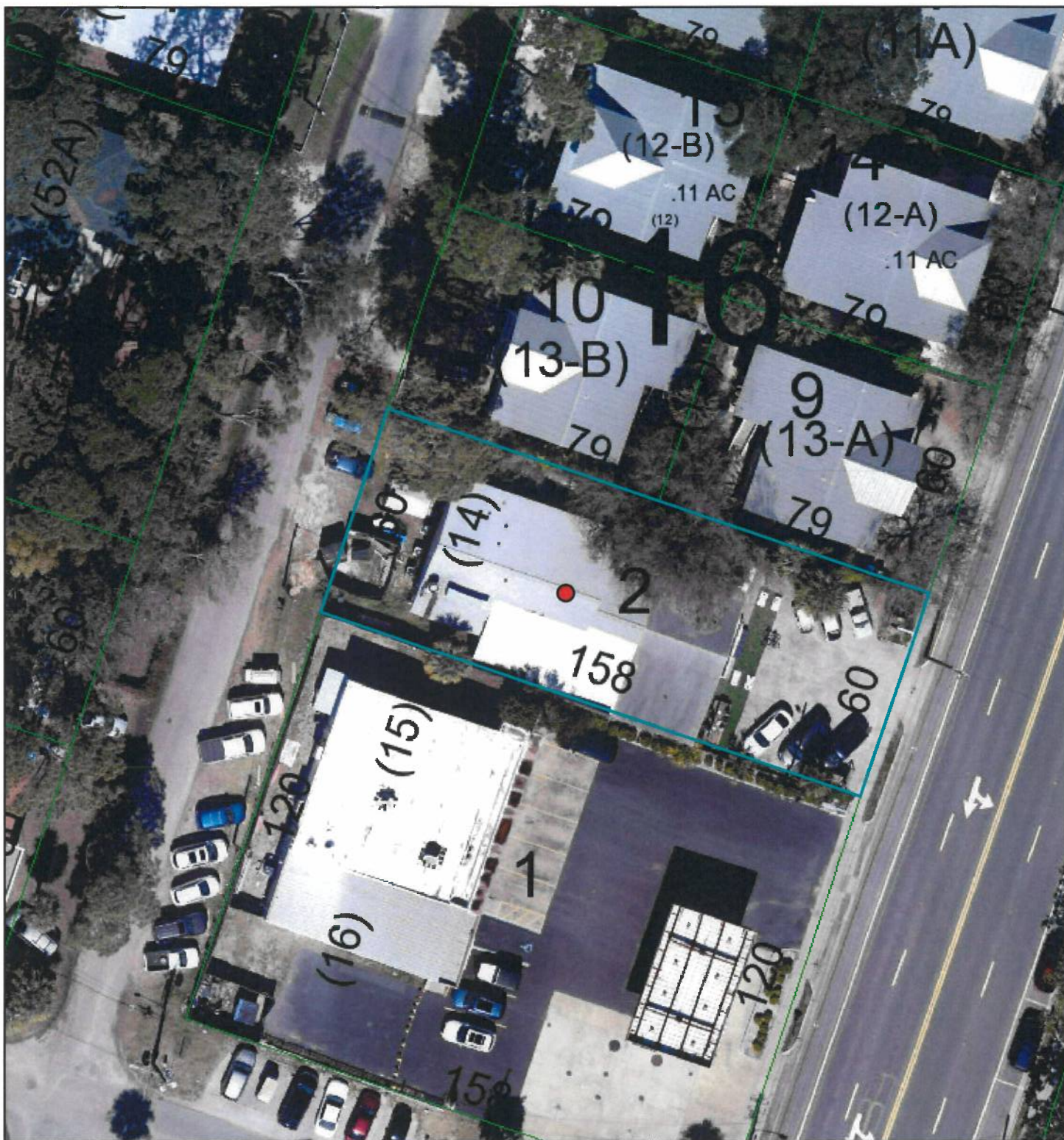
NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

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 

Printed Name William W Wilder

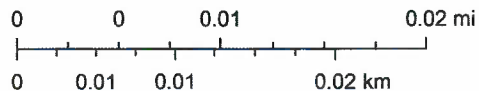
Date 9/13/22



10/25/2022, 11:16:12 AM

1:564

 Property Boundaries (Parcels)



SAGIS

PARID: 40007 16002
SHEFFIELD JR JIM

1311 BUTLER AVE

Most Current Owner

Current Owner	Co-Owner	Care Of	Mailing Address
SHEFFIELD JR JIM			10 BRADLEY PINES DR SAVANNAH GA 31410

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
SHEFFIELD JR JIM		10 BRADLEY PINES DR		SAVANNAH	GA	31410

Parcel

Status	ACTIVE
Parcel ID	40007 16002
Category Code	350 - Restaurant
Bill #	2999475
Address	1311 BUTLER AVE
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20500.00 - T500 TYBEE TO BULL R
Total Units	
Zoning	C-1/SE
Class	C3 - Commercial Lots
Appeal Status	

Legal Description

Legal Description	14 WD 4 TYBEE
Deed Book	3860
Deed Page	915

Permits

Permit #	Permit Date	Status	Type	Amount
200113	02/26/2020	Complete	AD - ADDITION	\$2,000.00
190406	07/31/2019	Complete	RN - RENOVATIONS	\$350.00
180402-14	05/16/2018	Complete	RN - RENOVATIONS	\$500.00
130559-13	09/06/2013	Complete	RF - ROOF	\$217.00
13-0313-12	05/16/2013	Complete	AD - ADDITION	\$250.00

Inspection

Inspection Date	Reviewer ID
Item #16. 1	JCRAWFORD

01/03/2018	VMMCCUEN
09/09/2015	LKWOMACK
09/20/2013	AYONCE
11/09/2010	CASMITH

Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2022	460,700	137,800	598,500	APPEAL DECISION
2021	363,800	145,200	509,000	APPEAL DECISION
2020	363,800	145,200	509,000	APPEAL DECISION
2019	363,800	145,200	509,000	APPEAL DECISION
2018	415,800	107,100	522,900	
2017	415,800	107,100	522,900	
2016	415,800	107,100	522,900	
2015	415,800	107,100	522,900	
2014	415,800	107,100	522,900	
2013	415,800	107,100	522,900	

Sales

Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
04/03/2013	0	U	QC	386O - 915	CHUFLY INC	SHEFFIELD JR JIM
03/06/2002	283,000	U	WD	232Z - 0425	ROBERT CHU & JIM SHEFFIED	CHUFLY, INC.
12/31/2001	275,000	Q	WD	230W - 0394	ROBERT R REIDEL	ROBERT CHU&JIM SHEFFIELD
02/12/1997	246,870	Q	WD	183T - 0486	PAUL F. BURNS	ROBERT R. REIDEL
06/27/1995	0	U	QC	173I - 0082	ARTHUR E. CARDIN	SUSAN M. BURNS

Land

Line Number	1
Land Type	S - SQUARE FOOT
Land Code	G1 - GENERAL COMMERCIAL 1
Square Feet	9,450
Acres	.2169
Influence Factor 1	-25
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

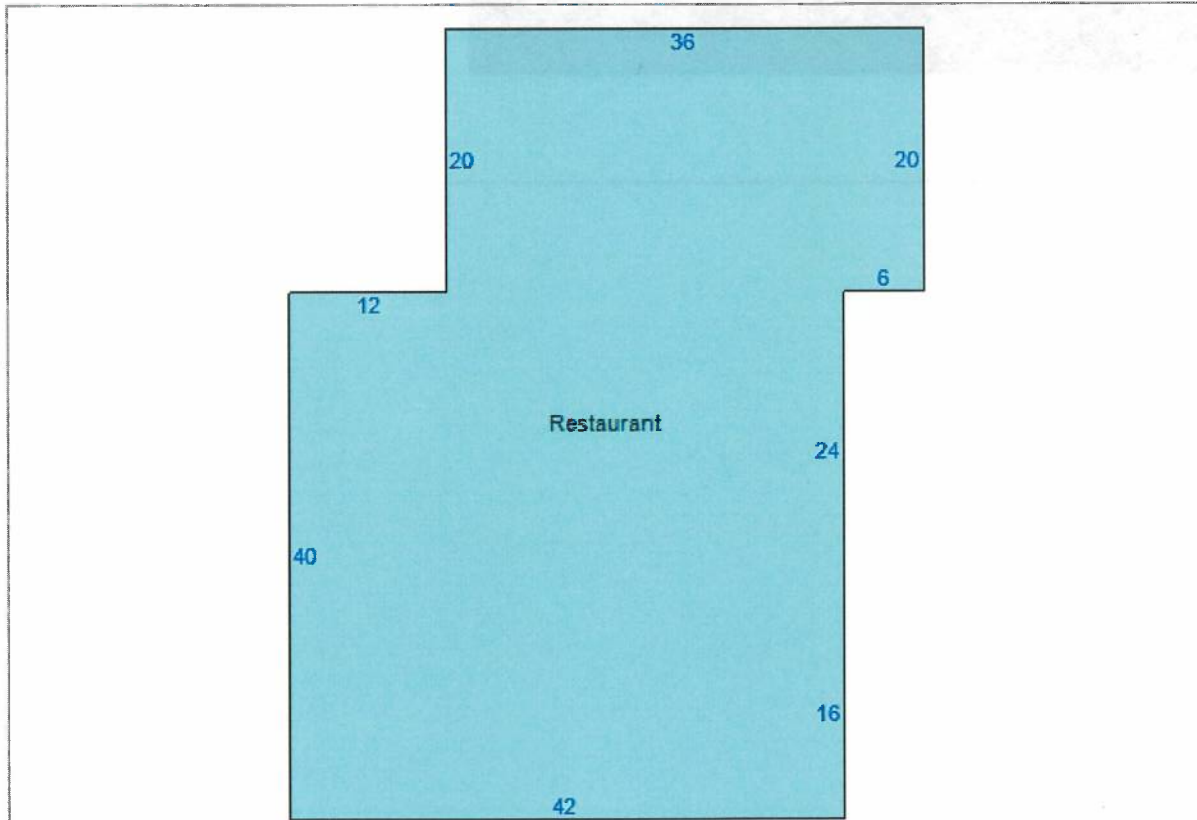
OBY

Item #16. Description	Year Built:	Grade:	Units:	Override:	Area:	- Page 125 -
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1	1243 : CANOPY, WOOD FRAME, LIGHT FALSE MANSARD	2008	1	1,008
1	6649 : WOOD, ON GRADE, FLAT	2008	1	312
1	9105 : PAVING, CONCRETE	1995	1	3,975
1	1243 : CANOPY, WOOD FRAME, LIGHT FALSE MANSARD	1982	1	144

Commercial Building

Card	1
Actual Year Built	1982
Effective Year Built	1995
Percent Complete	100
Main Occupancy	350 : Restaurant
Quality / Condition	2 / A-AVERAGE
Units	
Total Area	2,400
Basement Area	
Finished Basement Area	No



Item	Area
Restaurant - 350:Restaurant	2400
- 1243:CANOPY, WOOD FRAME, LIGHT FALSE MANSARD	144
- 9105:PAVING, CONCRETE	3975

Item #16.

- Page 126 -

- 1243:CANOPY, WOOD FRAME, LIGHT FALSE MANSARD	1008
- 6649:WOOD, ON GRADE, FLAT	312



Google Maps 1311 US-80

Tybee Island, Georgia

Google

Street View - Mar 2022



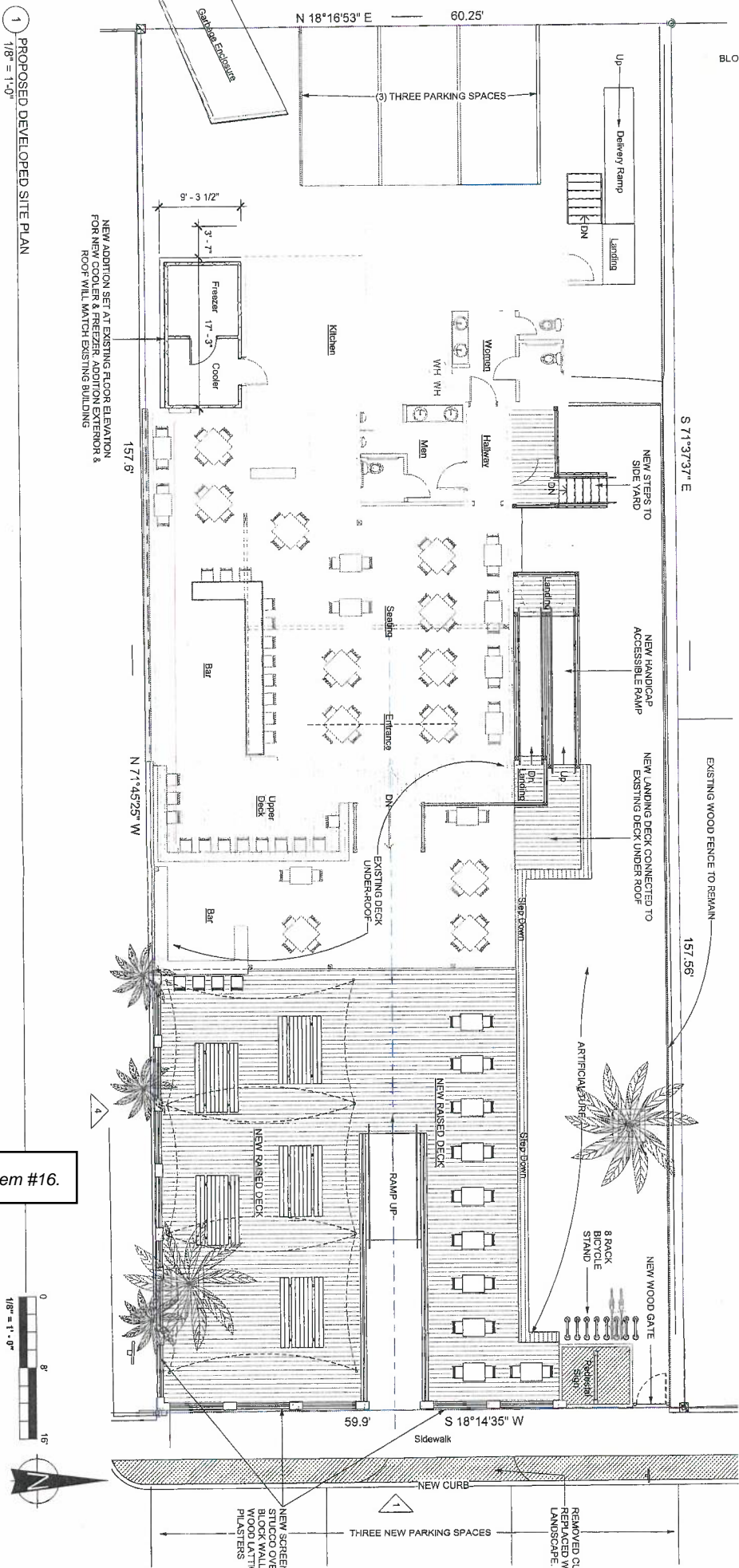
Image capture: Mar 2022 © 2022 Google



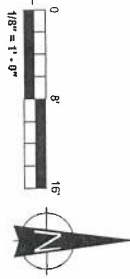
LOWELL AVENUE

LOVELL AVENUE
(60' RIGHT OF WAY)

1 PROPOSED DEVELOPED SITE PLAN
1/8" = 1'-0"



Item #16.



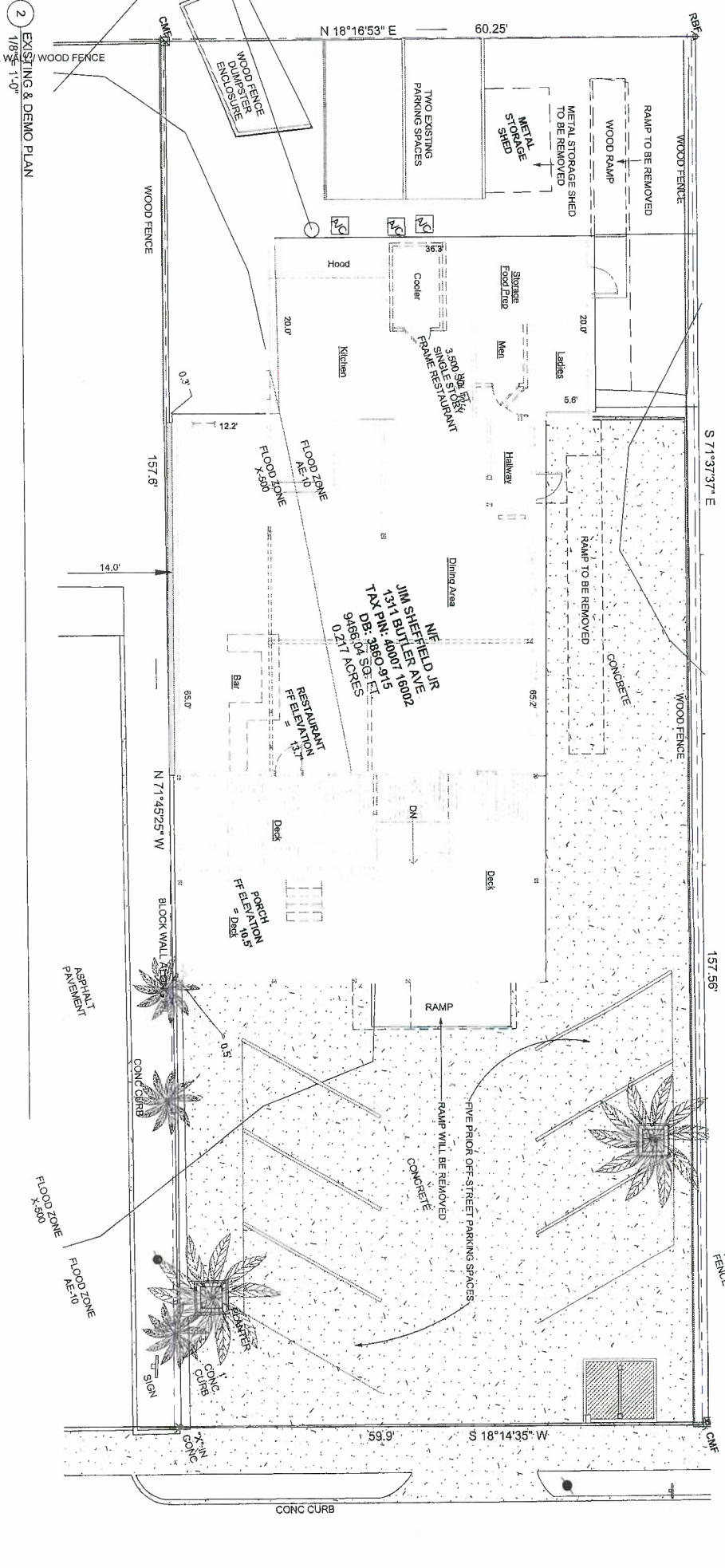
SHEET NO.:
OF 0
ARCHITECTURAL SHEETS

Site Development Plan for Future Location of
Treyler Park Tybee Island
1311 Butler Avenue
Tybee Island, Georgia



BARNARD ARCHITECTS
ARCHITECTURE, PLANNING, LANDSCAPE, INTERIORS, HISTORIC
220 EAST HALL STREET, SAVANNAH, GA 31401 (912) 232 - 6173 www.BarnardArchitects.com
ASSOCIATES: ROBERT J. PORTMAN & WHITNEY E. ARMENTA

2 EXISTING & DEMO PLAN
1/8" = 1'-0"



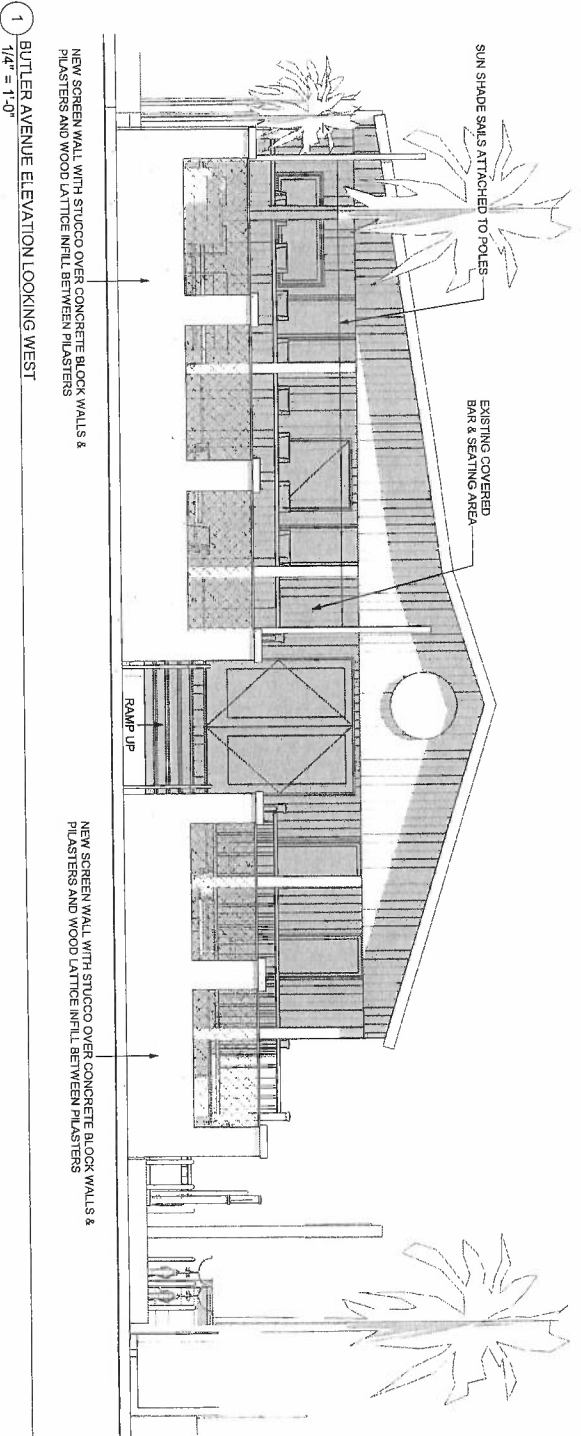
LOWELL AVENUE
(60' RIGHT OF WAY)

PROJECT STATISTICS:

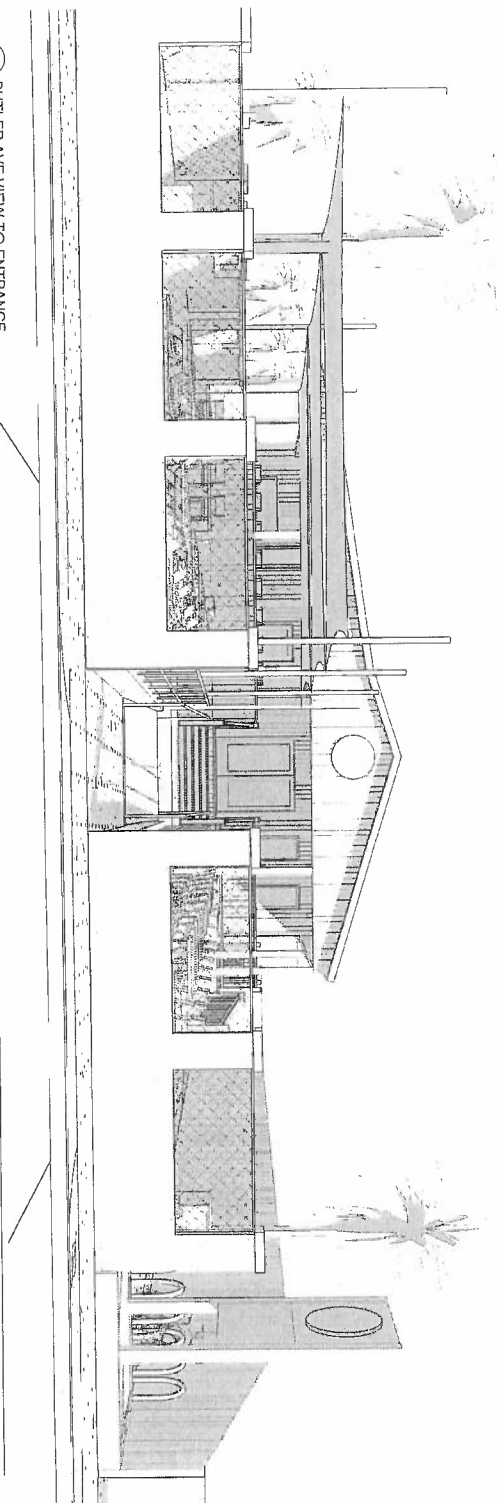
INTERIOR & EXTERIOR BUILDING AREAS	2,417 S.F.
EXISTING COVERED EXTERIOR UNDER ROOF	1,000 S.F.
TOTAL EXISTING	3,417 S.F.
NEW REPERGATION, ADAPTION, PLANNED NEW EXTERIOR SEATING AREA, TOTAL INTERIOR + EXTERIOR RESTAURANT AREA	1,571 S.F.
TOTAL INTERIOR + EXTERIOR RESTAURANT AREA	1,800 S.F.
TOTAL APPROXIMATE SEATING COUNT	5,374 S.F.
SEATING COUNT EXISTING (INTERIOR + EXTERIOR)	91
SEATING COUNT NEW (INTERIOR + EXTERIOR)	-165
TOTAL APPROXIMATE SEATING COUNT	-74
CURRENT PARKING SPACES:	7
PROPOSED PARKING COUNT (AFTER DEVELOPMENT: FRONT PARKING 2 IN REAR PARKING 2 IN REAR TOTAL APPROXIMATE SEATING COUNT)	-4
TOTAL LOT AREA:	217 ACRES

REMOVED CURBS CUT, REPLACED WITH LANDSCAPE

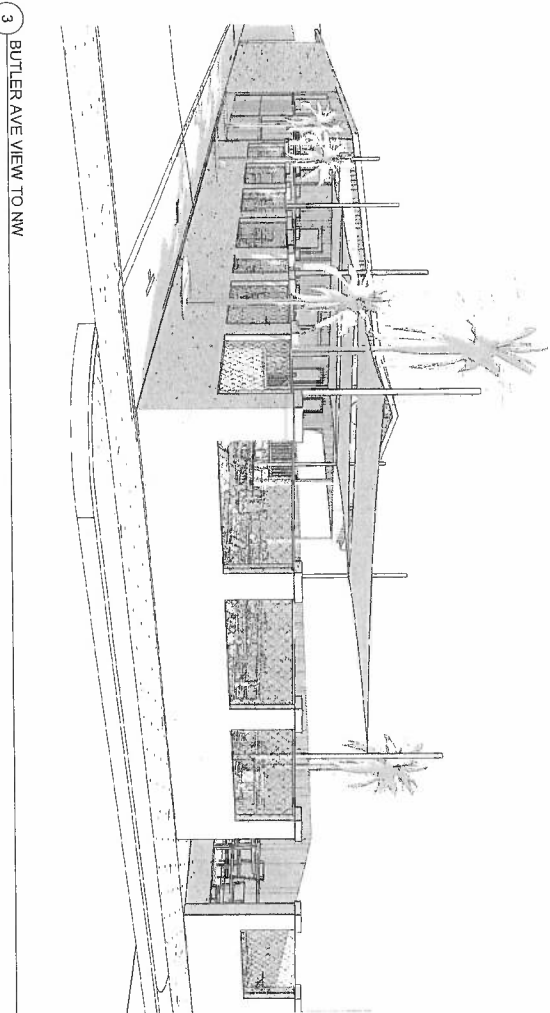
NEW SCREEN WALL WITH STUCCO OVER CONCRETE BLOCK WALLS & PLAYERS AND WOOD LATTICE INFILL BETWEEN PLAYERS



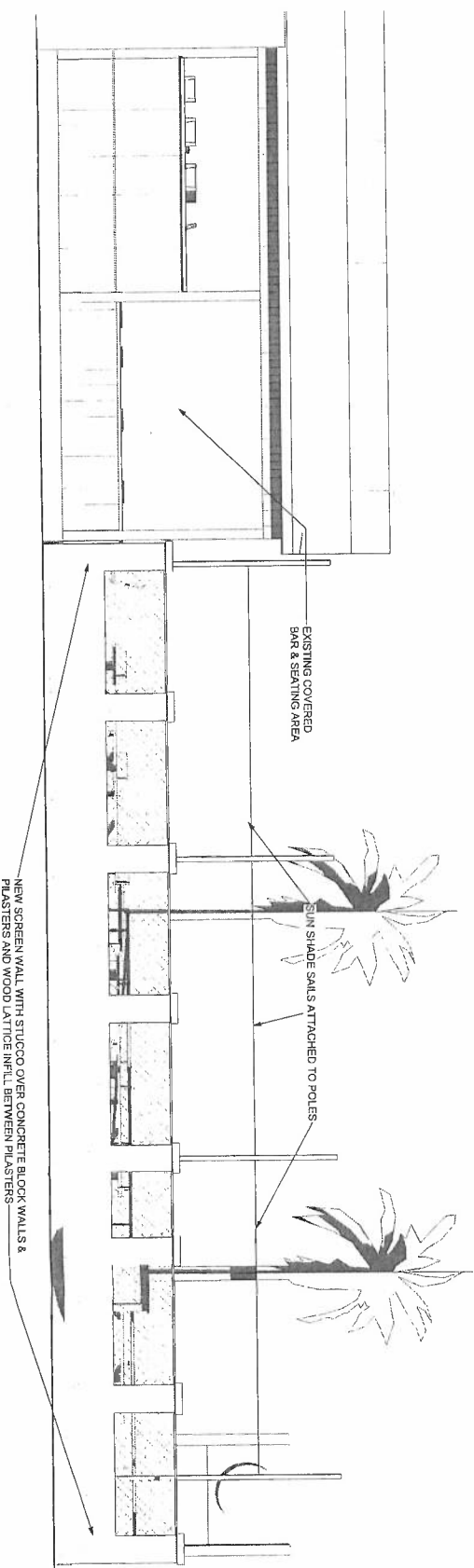
1 BUTLER AVENUE ELEVATION LOOKING WEST
1/4" = 1'-0"



2 BUTLER AVE VIEW TO ENTRANCE
1/4" = 1'-0"



3 BUTLER AVE VIEW TO NW
1/4" = 1'-0"



4 SOUTH ELEVATION
1/4" = 1'-0"

Item #16.

Site Development Plan for Future Location of
Treyler Park Tybee Island
1311 Butler Avenue
Tybee Island, Georgia

Project Status:
Site Plan Review
Date:
9/29/22
Revision Date/Description:
Revision Date/Description:



BARNARD ARCHITECTS
ARCHITECTURE, PLANNING, LANDSCAPE, INTERIORS, HISTORIC
220 EAST HALL STREET, SAVANNAH, GA 31401 (912) 232 - 6173 www.BarnardArchitects.com
ASSOCIATES: ROBERT J. PORTMAN & WHITNEY E. ARMENTA

SHEET NO.:
A-V
OF
0
ARCHITECTURAL SHEETS

ELEVATION VIEWS



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: November 14, 2022

Project Name/Description: requesting to remove off street parking -1311 Butler Ave. -40007
16002 – Zone C-2 – Jim Sheffield.

Action Requested: Site Plan Approval with Variance

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

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

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
McNaughton			CHAIR
McGruder	X		VICE CHAIR
Gooding	X		
Hill	X		
Reynolds	X		SECOND
Rodriguez	X		MOTION
Williams		X	

Planning Commission Chair: 

Date: 11/18/2022

Planning & Zoning Manager: 

Date: 11-15-2022

File Attachments for Item:

**17. Text Amendment: Land Development Code - Section 4-051. Short-Term Rentals
– City of Tybee.**



STAFF REPORT

PLANNING COMMISSION MEETING: November 14, 2022

CITY COUNCIL MEETING: December 8, 2022

LOCATION: N/A

APPLICANT: City of Tybee Island

OWNER: N/A

EXISTING USE: N/A

PROPOSED USE: N/A

ZONING: N/A

USE PERMITTED BY RIGHT: N/A

COMMUNITY CHARACTER MAP: N/A

APPLICATION: Amendment to Article 4, Zoning Districts.

PROPOSAL: To create a new Section 4-051. Short –Term Rentals with the Land Development Code

ANALYSIS: The purpose of this amendment is to establish regulations for the use of dwelling units as short - term rentals.

STAFF FINDING: This is consistent with previous STR ordinances. Staff recommends approval.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

- A. Amendment

ORDINANCE NO. 16-2022

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF TYBEE ISLAND, GEORGIA, TO ESTABLISH AS ZONING THE IMPLEMENTATION OF SHORT-TERM RENTALS ON LOCATIONS WITHIN THE CITY INCLUDING LIMITATIONS BY PARTICULAR ZONES, METHODS OF REGULATIONS TO RECOGNIZE FEES FOR CONDUCTING SUCH OPERATIONS, OCCUPANCY CHANGES AND REGULATORY FEES, AND FOR OTHER PURPOSES

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

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

WHEREAS, the governing authority desires to adopt ordinances under its police, home rule powers, and powers under the Georgia Constitution, and

WHEREAS, the City of Tybee Island is a municipal corporation authorized under Georgia law to enact ordinances addressing land use matters, including zoning land use matters, and

WHEREAS, the City has conducted numerous workshops and public meetings in order to adopt ordinances addressing multiple issues on Short-Term Rental properties, and

WHEREAS, in order that the ordinances addressing Short-Term Rental properties may be properly codified and implemented as part of the zoning code of the City of Tybee Island, it is necessary and appropriate to revise the prior Short-Term Rental ordinance in order to transfer provisions thereof into the zoning code of the City and to include in such transfer revisions that are pending to the code, and

WHEREAS, the City has previously adopted certain zoning amendments dealing with Short-Term Rental properties and locations, including the ordinance previously identified “Z-2”, and such ordinances include definitions, notice of

abandonment of nonconforming uses, allowances and limits on new permits in zones R-1, R-2, and R-1B, and

WHEREAS, the City may continue to work to improve the ordinances, and

WHEREAS, additional public hearings will be conducted in connection with consideration of this ordinance in order to accomplish the intention of the zoning procedure law and all other applicable considerations,

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

SECTION 1

The provisions of the ordinance and sections previously codified at Sec. 34-260 through Sec. 34-272, with the express addition of Section 2 below as Sec. 34-272 are hereby adopted as part of the zoning ordinances of the City and to be designated as Section 4-051, entitled "Short-Term Rentals".

SECTION 2

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance. It is hereby declared as the intent of the City of Tybee Island Mayor and Council that this ordinance would have been adopted had such invalid or unconstitutional portion not been included herein.

SECTION 3

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

SECTION 4

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

This Ordinance shall become effective on _____ day of _____,
2022.

ADOPTED THIS __ DAY OF _____, 2022.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

Section 4-051. Short-Term Rentals

Sec. 34-260. Purpose and intent.

- (a) The purpose of this article is to establish regulations for the use of residential dwelling units as short-term rentals and to ensure the collection and payment of hotel/motel fees and occupation tax certificate fees.
- (b) "Short-term rental" means an accommodation for guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time less than 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types. This is also identified as "STR". This shall exclude bed and breakfast accommodations as they are currently defined by the City of Tybee's land development code. However, bed and breakfast establishments are required to have occupational tax certificates, and to pay taxes and fees as required by law or ordinance.
- (c) An owner shall be required to designate an agent for any short-term rental unit, whose responsibility it will be to comply with the requirements of this section on behalf of the owner. The owner may be the agent.
- (d) "Short-term rental agent" is a local contact person designated by the owner who shall be available at all times to respond to complaints regarding the condition, operation, or conduct of occupants of the STR. Such person is customarily present at a location within the city for purposes of transacting business, and is responsible for taking remedial action to resolve issues within one hour.
- (e) The owner or agent shall not be relieved of any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the residential dwellings unit as a short-term rental unit.

(Ord. No. 2016-07B , 5-26-2016; Ord. No. 2021-01 , 1-28-2021)

Sec. 34-261. Application.

- (a) Within 90 days of the effective date of the ordinance from which this article is derived, no person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as a short-term rental, as defined in section 34-260, without the owner or rental agent first obtaining an occupation tax certificate and identifying the location of each STR with the city.
- (b) The city must be notified in writing within seven days when there is a change in property ownership, management, agent or emergency contact. Failure to do so will void any permitted use as an STR.
- (c) The application shall be furnished on a form specified by the city manager, accompanied by a non-refundable occupational tax and regulatory fee. Such application should include:
 - (1) The complete street address and property identification number (PIN) of the STR;
 - (2) Ownership, including the name, address, e-mail and telephone number of each person or entity with an ownership interest in the property;
 - (3) The number of bedrooms, the maximum occupancy and the number and location of off-street parking spaces on the premises and any off-premises parking applicable;

Occupancy of any short-term rental property or unit shall be established in connection with the application for every short-term rental permit with the occupancy for overnight usage limited to two adults per bedroom plus two additional adults for the dwelling identified as existing on the property. Any person over the age of 15 years old will be considered an adult for purposes of this section. Occupancies beyond the established limits in the permit shall be a violation of this section;
 - (4) The name, address and telephone number of a short-term rental agent or local emergency contact if applicable; and

-
- (5) Any other information that this chapter requires the owner to provide to the city, such as zoning designation, as part of the identification for a short-term rental. The city manager or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.
 - (6) The emergency contact number required.
 - (7) The property shall be covered by a homeowner's or other structural coverage as well as liability coverage and the insurance declaration shall list the unit as the rental property. The applicant shall acknowledge as part of the application the insurance requirement and agrees that within 30 days of receipt of an STR to supply to the city a copy of a conforming insurance declaration.
- (d) The certification form pursuant to this section shall be processed and added to a database to be kept by staff or the manager's designee listing STR unit information and any citations that occur. The city shall notify the owner and agent of any instances that result in a citation for a code violation or other legal infraction.
 - (e) Owner or rental agent for a short-term rental shall submit, on an annual basis, an occupational tax certificate to the City of Tybee Island.
 - (f) All information supplied by the applicant to the city or the manager's designee shall be subject to verification as hereinafter provided.
- (Ord. No. 2016-07B , 5-26-2016; Ord. No. 09-2019 , § 1, 5-9-2019; Ord. No. 2021-01 , 1-28-2021; Ord. No. 2021-29 , § I, 11-10-2021)

Sec. 34-262. Regulatory fee/renewal.

- (a) The short-term rental application shall be accompanied by an initial regulatory fee and be subject to an annual fee every January 1 thereafter, as established by the mayor and city council.

An application, initial or renewal, is valid when completed and filed along with payment of the application regulatory fee set forth below. The fee shall be due January 1 of each year for short-term rental purposes and, if not paid within 90 days thereof, shall be subject to the delinquency and penalty provisions of section 58-163, as applicable, to occupation tax/business license provisions as well as the revocation of any right to use the unit for short-term rental purposes until payment of the penalties and fee. In addition to the regulatory fee license as specified herein, the applicant shall also pay the required occupation tax each year.
- (b) Each property or unit shall be issued a unique property identification number, which is not the same as the "PIN" assigned by the county for a parcel of land.
- (c) Failure to apply and/or identify as prescribed by this law will result in a fine of \$500.00 for each month that the unit continues to operate without compliance.
- (d) The annual identification of a unit and the regulatory fee are not transferrable.
- (e) In the event a property owner changes the management company it uses, the unit is to be re-identified by notice to the city.
- (f) Each applicant will pay a regulatory fee that is determined based upon the occupancy of the property to which the short-term rental application applies. Every applicant will pay a \$200.00 base fee. In addition to the base fee, each applicant will be responsible for an additional occupancy fee based upon the rental unit's occupancy. As part of the application, the applicant shall disclose the total occupancy for the rental unit. A fee will be charged for each person under the tiers below:
 - Total occupancy of one to five persons—\$10.00 per person.
 - Total occupancy of six to ten persons—\$15.00 per person.
 - Total occupancy of ten or more persons—\$20.00 per person.

(Ord. No. 16-2017-B , § 1, 12-19-2017; Ord. No. 09-2019 , § 2, 5-9-2019; Ord. No. 2019-15 , § 1, 11-11-2019; Ord. No. 2021-01 , 1-28-2021; Ord. No. 23-2021 , § I, 9-9-2021)

Editor's note(s)—Ord. No. 16-2017-B , § 1, adopted Dec. 19, 2017, amended § 34-262 in its entirety to read as herein set out. Former § 34-262 pertained to registration fee/renewal, and derived from Ord. No. 2016-07B , adopted May 26, 2016; and Ord. No. 06-2017-A , § 1, adopted Mar. 9, 2017.

Sec. 34-263. Good neighbor policy.

The city shall make available on its website a list of STR good neighbor policies which STR agents must share with their clients, owners, and guests.

(Ord. No. 2016-07B , 5-26-2016; Ord. No. 2021-01 , 1-28-2021)

Sec. 34-264. Signs.

All one- and two-family STR units shall post a sign that shall be visible and legible from the address side of the street listing emergency contact name and phone number. The emergency contact name and number shall be the STR agent as required by section 34-260(d) unless otherwise specified and approved by the city staff and any rental agency involved. Such sign shall not be less than 18 inches by 24 inches and shall not exceed 24 inches by 24 inches. The purpose of the required sign is to enable officers and third parties to identify appropriate contacts for issues with the property and/or the occupants and, therefore the sign shall be located in such a location that it faces the street which is listed as the real property address or otherwise located at such location as approved by staff consistent with that purpose. The view of the sign shall not be obstructed by fencing, cars, vegetation, etc.

Multi-family units shall post a sign which shall be visible and legible from a publicly accessible area outside the unit listing the required emergency contact name and phone number. Signs for multi-family units shall be eight and one-half inches by 11 inches. All such signs shall be located no further than four feet from the outer most edge of the front entry door or otherwise located at such location as approved by city staff consistent with that purpose. Multi-family units may have one additional sign on the exterior of the property which complies with the standards of the one and two family STR unit for the purposes of advertising, branding and way finding.

To the extent that the requirements herein are inconsistent with the sign ordinance the provisions hereof shall control in the case of short-term rental properties and shall supersede any inconsistent provisions of homeowner association agreements or policies or condominium association agreements or policies pertaining to signage.

(Ord. No. 2016-07B , 5-26-2016; Ord. No. 16-2017-B , § 1, 12-19-2017; Ord. No. 2019-15 , § 1, 11-11-2019; Ord. No. 2020-02 , § 1, 2-27-2020; Ord. No. 2021-01 , 1-28-2021)

Sec. 34-265. Unique location identification number required.

Each short-term rental property or unit is to have a unique location identification number, as referenced in 34-262(b). Any advertising, promotion or notice of availability of a property or unit for a short-term rental occupancy shall include the location identification number or numbers for every available property or unit which is the subject matter of the advertisement, promotion or notice. The phrase "advertisement, promotion or notice" as used herein shall include, but not be limited to, brochures, marketing material and any online, digital, social media or published promotion of any such property or unit. The failure to include such number as required herein shall be a violation hereof and punishable as otherwise provided in this code.

(Ord. No. 2019-15 , § 1, 11-11-2019; Ord. No. 2021-01 , 1-28-2021)

Sec. 34-266. Compliance.

- (a) It shall be the responsibility of the owner or agent to pay all required taxes required by chapter 58, article IV, room excise tax.

(Ord. No. 2016-07B, 5-26-2016)

Sec. 34-267. – Homestead Exemption/Estate Planning.

For a property location that has been continuously in individual or joint ownership by natural person(s) for a period of at least five (5) years and which has been homesteaded for purposes of any of the City ordinances, (Tybee Code Section 58-30 and/or 58-33) such owner, may elect, upon proper application and permitting, to operate as a STR and to include the property as an authorized STR for a period of up to three (3) years. Further, an estate of a deceased owner who qualified as stated above regarding ownership and homestead may have a one-time opportunity within one year of the death of the decedent to make the election provided for herein to secure an STR permit for a period of three (3) years.

Sec. 34-268. – Additional Compliance and Enforcement of Requirements.

- (a) In the event taxes, license fees, fines or other assessments relating to the operation or ownership of a STR property remain unpaid or if there is evidence of improper advertising of the STR property or improper conduct at the STR property violating any of the below City ordinances or rules, notice of these deficiencies will be sent to the STR owner or the owner's designated agent. Ordinances which will result in a notice to the owner or the owner's agent are: failure to comply with marketing restrictions as provided in Subsection b. hereof. Following notice to the owner or owner's designated agent of the deficiency and a failure to address such deficiency within 30 days of receipt of the notice of deficiency, following notice and an opportunity to be heard there may be a determination of abandonment of the permit for a STR use and such permit may terminate and not be renewed.
- (b) Any marketing or advertisement relating to the use of a Short-Term Rental location which markets occupancy beyond or in excess of the occupancy contained in the application for the Short-Term Rental permit, tax certificate or license, as required, shall be a violation of this ordinance. This violation may result in the permit being revoked, suspended or addressed as found appropriate by the City Official and/or the Mayor and Council.
- (c) The refusal to participate in or cooperate with a verification process as provided hereafter shall be a violation of this ordinance and any intentional misstatements or inaccuracies contained in the application including the insurance obligation shall be a violation of this ordinance subject to penalties as provided above.

Sec. 34-270. – Right to Require Verification of Compliance.

The verification program will be conducted under a policy to be established by the Mayor and Council and shall specifically cover all ordinance compliance requirements and obligations of the applicant, including, but not limited to, insurance requirements, zoning designation, parking site plan and occupancy.

Sec. 34-271. – Transfers.

Upon a bona fide transfer of ownership of a properly permitted location, the new owner, when requirements for an application are satisfied, will be granted a permit for the same location.

Sec. 34-272. – Severability.

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance. It is hereby declared as the intent of the City of Tybee Island Mayor and Council that this ordinance would have been adopted had such invalid or unconstitutional portion not been included herein.

Secs. 34-269, 34-273—34-299. Reserved.

Planning Commission Comments regarding STR ordinance

34-361 – It is not clear what a certification form was, as this is not mentioned elsewhere

34-262 – Can fees be removed from the ordinance and put on schedule of fees

34-267 – Make it clear that this exemption expires after three years

34-271 – Make it clear that the permit does not transfer

Section 4-051. Short-Term Rentals (proposed)
City of Tybee Island Municipal Code
Comments and Referenced

Sec. 34-260. Purpose and intent.

(b) "Short-term rental" means an accommodation for guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time less than 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types. This is also identified as "STR". This shall exclude bed and breakfast accommodations as they are currently defined by the City of Tybee's land development code. ~~However, bed and breakfast establishments are required to have occupational tax certificates, and to pay taxes and fees as required by law or ordinance.~~

Commented [m1]: Recommend replacing this phrase with "Bed and breakfast regulations are addressed in Sec. 3-060. - Bed and breakfast regulations." Reason: Clarity

(d) The certification form pursuant to this section shall be processed and added to a database to be kept by ~~staff or the manager's designee~~ listing STR unit information and any citations that occur. The city shall notify the owner and agent of any instances that result in a citation for a code violation or other legal ~~infraction.~~

Commented [m2]: Recommend replacing ". . . staff or the manager's designee . . ." with more specific language such as "City Manager or designee," or "agent or designee." Replace "manager" with "agent" throughout. Reason: Clarity and accountability.

(f) All information supplied by the applicant to the city or the ~~manager's~~ designee shall be subject to verification as hereinafter ~~provided.~~

Commented [m3]: Recommend replacing "manager" with "agent." Reason: Clarity, term is undefined.

Sec. 34-262. Regulatory fee/renewal.

(e) In the event a property owner changes the management company it uses, the unit is to be re-identified by notice to the ~~city.~~

Commented [m4]: Recommend adding after "city," "as described in Sec. 34-261 (b)." Reason: Clarity

Sec. 34-263. Good neighbor ~~policy.~~

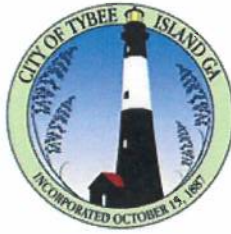
Commented [m5]: A policy is not an ordinance and is not enforceable by the city. Recommend adding language with references to existing noise and nuisance ordinances which could lead to citations with fines. Reason: Clarity

Sec. 34-265. Unique location identification number ~~required~~

Commented [m6]: Recommend using the PIN with a two letter prefix or suffix (such as TI) to avoid confusion, ensure uniformity and ensure accuracy. It will be simpler to sort and cross match information in the city and other databases. Reason: Best database management practices.

Sec. 34-271. - ~~Transfers.~~

Commented [m7]: Recommend replacing "Transfers" with "Change in Ownership." Reason: Clarity



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: November 14, 2022

Project Name/Description: Text Amendment: Land Development Code - Section 4-051.
Short-Term Rentals – City of Tybee.

Action Requested: Text Amendment

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

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

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
McNaughton			CHAIR - RECUSED
McGruder			VICE CHAIR
Gooding	X		SECOND
Hill	X		MOTION
Reynolds	X		
Rodriguez	X		
Williams	X		

Planning Commission Chair:

Elaine McGruder

Date:

11-17-22

Planning & Zoning Manager:

Heather

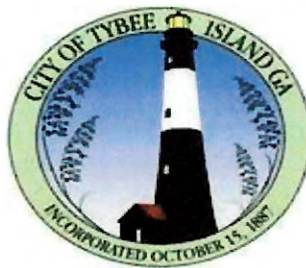
Date:

11-15-2022

File Attachments for Item:

18. Agenda Request: 2023 Entertainment License Renewals

MAYOR
Shirley Sessions



CITY OF TYBEE ISLAND

CITY MANAGER
Shawn Gillen

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

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

City Council Agenda Item Request

Council Meeting Date for Request: December 8, 2022

Item: Entertainment License Renewals

Explanation: Information for consideration of entertainment license renewals for calendar year 2023

- | | | |
|--|----------------------|-------------------|
| • Burn Marine transport dba A-J's
Dockside Restaurant | Jacqualand M. Burn | 1315 Chatham Ave |
| • American Legion 154 Tybee Island Inc. | Irany Vollmer | 10 Veterans Drive |
| • Back River Brewery | Jason Dubuque | 402 First St |
| • Beachview Resort Inc. dba
Beachview Bed & Breakfast LLC | Karen Kelly | 1701 Butler Ave |
| • Tybee Tavern & Restaurant dba
Benny's | Alvin B. Ward | 1517 Butler Ave |
| • Bernie's Tybee Island Inc. dba
Bernie's Oyster House | Richard Hammons | 13 Tybrisa Street |
| • Bubba Gumbo's LLC | Patrick Burns | 4 Old Hwy 80 |
| • Taco Aloha LLC dba
Chamacos Tacos & Surf | Michael Hall | 1311 Butler Ave |
| • Scofflaw's of Tybee Island LLC
dba Cockspur Grill | John S. Branigin | 725-B First St |
| • The Stunned Mullet LLC dba
The Deck Tybee | Anthony Debreceeny | 404 Butler Ave |
| • Tybee Time Inc. dba
Doc's Bar on Tybee | Steven Kellam | 10 Tybrisa St |
| • Orriginal Restaurants Corp dba
Fannie's on the Beach | Jennifer R. Orr | 1613 Strand |
| • Friends of Tybee Theater dba
dba Tybee Post Theater | Evan Goetz | 33 Meddin Dr |
| • Linchris Tybee Resort, LLC.
dba Hotel Tybee | Brett Loehr | 1401 Strand Ave |
| • Campruth Inc. dba
Huc-A-Bites & Booze | Eric Thomas | 1213 Hwy 80 |
| • Nickie's 1971 Bar & Grill Inc. | Calvin Ratterree | 1513 Butler Ave |
| • North Beach Bar & Grill LLC | George I. Spriggs Jr | 33-A Meddin Dr |
| • Fresh Catch Tybee LLC
dba Pier 16 | Joshua Navon | 1601 Inlet Ave |
| • Raw Industries, Inc
dba Raw Ingredients | Marshall Stevens | 18-C Tybrisa St. |
| • Bikini's Inc. dba Rock House | Joshua Navon | 1518 Butler Ave |
| • Rebellion Restaurants dba
Salt Island Fish and Beer | Emily Liebtag | 101 Lovell Ave |

City Council Agenda Item Request (continued)

Information for consideration of entertainment license renewals for calendar year 2022(continued)

- | | | |
|---|-------------------------|----------------------------|
| • Sea Wolf Tybee LLC | Ricardo Ochoa | 106 S. Campbell Ave |
| • Sting Ray's | Raymond J. Rogers Jr. | 1403 Butler Ave |
| • Sweet Dreams Ice Cream Shoppe Inc. | Alexander Todd Morrison | 16 th and Ocean |
| • The Quarter Sports Inc. | Wayne T. Barlow | 604 First St |
| • The Tybee Sand Bar Inc. dba
The Sand Bar | Jennifer Knox | 1512 Butler Ave |
| • Tybee Arts Association | Britt Bacon | 7 Cedarwood Ave |
| • Tybee Island Historical Society Inc. | Sarah Jones | 30 Meddin Dr |
| • Tybee Time Inc. dba Tybee Time Bar | Steven Kellam | 1603 Strand Ave |
| • Hadley Family LLC
dba Wind Rose Bar & Grille | Jessica L Hadley | 19 Tybrisa St |
| • Tybee Wedding Chapel LLC | Stacye C. Jarrell | 1114 U.S. Hwy 80 |

Submitted by: Sharon S. Shaver

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

Date given to Clerk of Council: November 30, 2022



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Burn Marine Transport dba AJS Dockside Restaurant</u>			
Business Location <u>135 Chatham Avenue</u>			
Mailing Address <u>P.O. Box 1411 Tybee Isl, GA 31328</u>			
Business Phone <u>(912) 786-9333</u>		Other Phone	Email <u>AJSDBSCFO@OUTLOOK.COM</u>
Federal ID# <u>58-2541221</u>		State Sales Tax ID# <u>300-932386</u>	NAICS Code
Business Type (circle one): <input type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input checked="" type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<u>Alan Burn</u>	<u>155 Runner Road</u>	<u>Savannah GA 31410</u>	<u>owner</u>
<u>Jackie Burn</u>			<u>owner</u>

The nature of any and all commercial activities conducted at the location:
Restaurant

Proposed hours of operation:
11am - 10pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Jackie Burn</u>	Physical Address <u>155 Runner Rd Savannah GA 31410</u>	Phone <u>(912) 844-3618</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature Jackie M Burn Date 11/1/22

Printed Name Jackie Burn

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50
A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name AMERICAN LEGION POST 154			
Business Location 10 VETERANS DRIVE			
Mailing Address PO Box 1225 TYBEE ISLAND			
Business Phone 912-786-5356	Other Phone	Email 154@TYBEEISLANDAMERICANLEGIION.ORG	
Federal ID# 58-6068030	State Sales Tax ID# 025-212092	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
JERRIS BRYANT	405 TYBRISA	TYBEE ISLAND	COMMANDER
RICK SAGE	211 LOVELL AVE	TYBEE ISLAND	SR VICE
IRANY VOLLMER	4 MOORE AVE	TYBEE ISLAND	E-BOARD

The nature of any and all commercial activities conducted at the location:
CANTEEN, BINGO, DINNERS

Proposed hours of operation:
5-9 MONDAY THROUGH SATURDAY

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name JERRIS BRYANT	Physical Address 405 TYBRISA, TYBEE ISLAND	Phone 912-665-7828
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO**
(If YES, list details below)

Applicant Signature *Jerris A. Bryant* Date 11/07/2022

Printed Name JERRIS A. BRYANT

Received by *Sharon L. Lamm* Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Back River Brewery</u>		
Business Location <u>1102 First St Tybee GA 31328</u>		
Mailing Address <u>PO Box 2405 Tybee GA 31328</u>		
Business Phone <u>912 507-6822</u>	Other Phone	Email <u>ddubg@comcast.net</u>
Federal ID# <u>872 267 950</u>	State Sales Tax ID# <u>20274051668</u>	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation <input checked="" type="radio"/> Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<u>Cooper Jason Dubugue</u>	<u>8 Fort Ave</u>	<u>Tybee GA 31328</u>	<u>owner</u>
<u>Denise Dubugue</u>	<u>"</u>	<u>"</u>	<u>"</u>
<u>Frazier Smith</u>	<u>PO Box 30055</u>	<u>Savannah GA 31410</u>	<u>"</u>

The nature of any and all commercial activities conducted at the location:

Brewpub

Proposed hours of operation:

12-12

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

low volume

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Denise Dubugue</u>	Physical Address <u>8 Fort Ave Tybee GA 31328</u>	Phone <u>912 507 6822</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature [Signature] Date 11/4/22

Printed Name Denise Dubugue

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Beachview Bed - Breakfast</u>			
Business Location <u>1701 Butler Ave Tybee Island GA 31328</u>			
Mailing Address <u>same</u>			
Business Phone <u>912 786 5500</u>	Other Phone	Email <u>Korene beachview tybee</u>	
Federal ID# <u>352424870</u>	State Sales Tax ID# <u>3082791097</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation <u>LLC</u> Non-Profit Other: _____			

tybee
copy

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Karen Kelly</u>	<u>1701 Inlet Ave</u>	<u>Tybee Island</u>	<u>Owner</u>

The nature of any and all commercial activities conducted at the location:
Bed & Breakfast, Special events

Proposed hours of operation:
7 a.m. to 11 p.m.

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Respectful of neighbors. Quiet hrs for guests, parties end @ 11.

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.		
Name <u>Wendy Hicks</u>	Physical Address <u>1701 Butler Ave</u>	Phone <u>912 677 9127</u>

Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature Karen Kelly Date 11/4/22

Printed Name Karen Kelly

Received by Sharon Schann Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Tybee Tavern & Rest. Inc DBA Benny's</u>			
Business Location <u>1517 Butler Ave Tybee</u>			
Mailing Address <u>Po Box 2048 Tybee</u>			
Business Phone <u>912-7860121</u>	Other Phone <u>912-8446473</u>	Email <u>rosebenny1030@gmail.com</u>	
Federal ID# <u>58-2521341</u>	State Sales Tax ID# <u>300-819070</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>ALVIN B. WARD sr.</u>	<u>16 Atlantic Ave #1</u>	<u>Tybee</u>	<u>Treas</u>
<u>Rose M. Brown</u>	<u>10 Wymberly way</u>	<u>Savannah Ga 31906</u>	<u>Pres</u>

The nature of any and all commercial activities conducted at the location:
Rest + Lounge

Proposed hours of operation:
10:AM to 3AM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>ALVIN B. WARD sr.</u>	Physical Address <u>16 Atlantic #1 Tybee</u>	Phone <u>912-8446473</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature [Signature] Date 11-5-22

Printed Name ALVIN B. WARD sr.

Received by [Signature] Date 11-8-22

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name BERNIES TYBEE ISLAND			
Business Location 13 TYBEE ISLAND			
Mailing Address P.O. BOX 99			
Business Phone 912 786 5100	Other Phone	Email Rich@Lighthouseprizza.net	
Federal ID# 204802398	State Sales Tax ID# 303375473	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
Rich Hammors	14th Miller Ave	Tybee	President

The nature of any and all commercial activities conducted at the location:
Restaurant

Proposed hours of operation:
1100A to 3am

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
No outdoor music after midnight, reduce volume as needed

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name KRIS TUCKER	Physical Address 165 Catalina	Phone 912-661-5225
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature Date **11/8/22**

Printed Name **Rich Hammors**

Received by Date **11-8-22**

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50
A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Bubba Gumbis LLC</u>		
Business Location <u>4 Olde Tybee Rd, Hwy 80 Tybee Is, Ga</u>		
Mailing Address <u>5 Harpoon Ct, Savannah, Ga 31410</u>		
Business Phone <u>912.786.4445</u>	Other Phone	Email <u>patrickburnsbg@gmail.com</u>
Federal ID#	State Sales Tax ID#	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation <u>LLC</u> Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Paul Burns</u>	<u>716 Waterford Landing Rd, Richmond Hill</u>	<u>Savannah, Ga</u>	<u>Owner</u>
<u>Caitlin Burns</u>	<u>5 Harpoon Ct</u>	<u>Savannah, Ga</u>	<u>Owner</u>
<u>Patrick Burns</u>	<u>168 Wilmington Is Rd, Apt B, Sav, Ga</u>	<u>Sav, Ga</u>	<u>Owner</u>

The nature of any and all commercial activities conducted at the location: Possible live music for events and special occasions.

Proposed hours of operation: Mon-Thurs 3pm-9pm, Fri-Sun 12pm-9pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties: Non residential property, business hours never go past 9pm.

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Caitlin Burns</u>	Physical Address <u>5 Harpoon Ct, Sav, Ga</u>	Phone <u>912.720.5364</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature *Caitlin Burns* Date 11/16/22

Printed Name Caitlin Burns

Received by *Sharon Shaw* Date 11-16-22

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Chapter 34, Article VII. Entertainment Licenses

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Taco Alonah dba CHAMACOS</u>		
Business Location <u>1105 W WY 80 E Tybee Island GA 31328</u>		
Mailing Address <u>619 Whippoorwill Rd Savannah GA 31410</u>		
Business Phone <u>912-497-4207</u>	Other Phone <u>912 308 8820</u>	Email <u>michaelhall@bamrecycling.com</u>
Federal ID# <u>83-3548512</u>	State Sales Tax ID#	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation <u>(LLC)</u> Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Michael Hall</u>	<u>619 Whippoorwill Rd</u>	<u>Savannah GA 31410</u>	<u>owner</u>

The nature of any and all commercial activities conducted at the location:
MUSIC

Proposed hours of operation:
12-9

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Controlled by management

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Michael Hall</u>	Physical Address <u>619 Whippoorwill Rd Savannah GA 31410</u>	Phone <u>912-308-8820</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)
no

Applicant Signature [Signature] Date 1/3/22

Printed Name Michael Hall

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Police Chief				
Fire Chief				
Mayor/City Council	Date of consideration: _____			
Approved with restrictions or conditions: _____				
Reason for denial: _____			Date mailed to applicant: _____	

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Cockspur Grill</u>		
Business Location <u>725-B First St</u>		
Mailing Address <u>PO Box 239, Tybee Isl GA 31328</u>		
Business Phone <u>912-472-4753</u>	Other Phone	Email <u>bills@cockspurgill.com</u>
Federal ID# <u>85-1334592</u>	State Sales Tax ID# <u>308-609761</u>	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation <u>LLC</u> Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>John Branigan</u>	<u>1406 7th Ave</u>	<u>Tybee Isl GA 31328</u>	<u>owner</u>
<u>Michael Hosti</u>	<u>50 Solomon Ave</u>	<u>Tybee Isl GA 31328</u>	<u>owner</u>

The nature of any and all commercial activities conducted at the location:
Full Service restaurant with occasional entertainment (live music, trivia, etc.)

Proposed hours of operation: 4-11 (weekdays)
Restaurant hours 4-11pm 1-11 (weekends) music 7-10pm except Sundays, then 2-5pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Sound level is controlled by management + actively managed

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>John Branigan</u>	Physical Address <u>1406 7th Ave, Tybee</u>	Phone <u>912-704-6528</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
 (If YES, list details below) No

Applicant Signature [Signature] Date 11/1/22

Printed Name John Branigan

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
 (912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name The Stunned Mullet DBA The Deck
 Business Location 404 Butler Tybee Island GA 31328
 Mailing Address 143 Bull St 2nd Floor SAV GA 31401
 Business Phone 912 224 1245 Other Phone 1 Email ny@schsarahannah.com
 Federal ID# 82 079 1091 State Sales Tax ID# 309 012083 NAICS Code _____
 Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<u>Anthony Debrecceny</u>	<u>410 Huntingdon</u>	<u>SAV GA 31401</u>	<u>Owner</u>

The nature of any and all commercial activities conducted at the location:

Restaurant

Proposed hours of operation:

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

none

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name Anthony Debrecceny Physical Address 410 Huntingdon SAV GA Phone 912 224 1245

Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below) no

Applicant Signature

Date

10/31/22

Printed Name

Anthony Debrecceny

Received by

Date

11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Tybee Time Inc / DBA Doc's Bar on Tybee</u>			
Business Location <u>10 Tybrisa St</u>			
Mailing Address <u>P.O. Box 2165 Tybee</u>			
Business Phone <u>(912) 713-5466</u>	Other Phone	Email <u>shellam@aol.com</u>	
Federal ID# <u>4551321660</u>	State Sales Tax ID# <u>308331578</u>	NAICS Code	
Business Type (circle one): <input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Steven Kellam</u>	<u>218 Catalina Dr</u>	<u>Tybee</u>	
<u>Bethany Kellam</u>	<u>" "</u>	<u>" "</u>	

The nature of any and all commercial activities conducted at the location:
Restaurant Bar

Proposed hours of operation:
11 AM - 3 AM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Control Noise

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Steven Kellam</u>	Physical Address <u>218 Catalina Dr Tybee</u>	Phone <u>(912) 713-5466</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature Bethany Kellam Date 11-10-22

Printed Name Bethany Kellam 11-18-22

Received by Steven Kellam Date _____

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name ORIGINAL RESTAURANTS CORP. DBA FANNIES ON THE BEACH			
Business Location 1613 STRAND			
Mailing Address PO BOX 39 TYBEE IS., GA 31328			
Business Phone 912 786 6109	Other Phone 912 604 5927	Email FanniesOTB@GMAIL.COM	
Federal ID# 58-2007479	State Sales Tax ID# 02505328865	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
JENNIFER R ORR	119 PENROSE DR	SAV, GA 31410	PRESIDENT

The nature of any and all commercial activities conducted at the location:
RESTAURANT WITH BAR

Proposed hours of operation:
11AM - 11PM SUN-THUR / 11AM-12M FRI-SAT

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
COMPLIANCE

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name Jennifer R ORR	Physical Address 119 PENROSE DR SAV. GA 31410	Phone 912 604 5927
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO**
(If YES, list details below)

Applicant Signature Date **11-1-22**

Printed Name **JENNIFER R. ORR**

Received by Date **11-7-2022**

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				
Reason for denial:				Date mailed to applicant:

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Tybee Post Theater</u>		
Business Location <u>10 Van Horne Ave.</u>		
Mailing Address <u>Po Box 2356 Tybee, GA 31328</u>		
Business Phone <u>912 472 4790</u>	Other Phone	Email <u>info@tybeeposttheater.org</u>
Federal ID# <u>58-2647732</u>	State Sales Tax ID#	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation LLC <u>Non-Profit</u> Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Evan Goetz</u>	<u>116 A Hope Lane</u>	<u>Sav, GA 31406</u>	<u>Ex. Director</u>
<u>Virginia Ward</u>	<u>2 Woodpecker Ct</u>	<u>Sav, GA 31410</u>	<u>President</u>
<u>Alan Robertson</u>	<u>4 Driftwood Ct</u>	<u>Tybee, GA 31328</u>	<u>Vice President</u>

The nature of any and all commercial activities conducted at the location: We are a performing arts theater + Show movies as well.

Proposed hours of operation: 9 AM - 10 PM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties: All shows are over by 10:00 PM

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Evan Goetz</u>	Physical Address <u>116 A Hope Lane</u>	Phone <u>864-641-5779</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature [Signature] Date 10/31/22

Printed Name Evan Goetz

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Chapter 34, Article VII. Entertainment Licenses

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Linchris Tybee Resort LLC DBA Hotel Tybee</u>			
Business Location <u>1401 Strand Ave Tybee Island, Ga 31328</u>			
Mailing Address <u>PO Box 2880 Tybee Island, Ga 31328</u>			
Business Phone <u>912 786 7777</u>	Other Phone <u>912 712 7500</u>	Email <u>brett@hoteltybee.com</u>	
Federal ID# <u>36-4786622</u>	State Sales Tax ID#	NAICS Code <u>721110</u>	
Business Type (circle one): Sole Proprietor Partnership Corporation <input checked="" type="radio"/> Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Chris Gistis</u>	<u>128 Rycroft</u>	<u>Plymouth Ga 02360</u>	<u>Owner</u>
<u>Sean Gistis</u>	<u>1253 Canton Ave</u>	<u>Milton Ga 02186</u>	<u>CEO</u>

The nature of any and all commercial activities conducted at the location:
Hotel & Event Center

Proposed hours of operation:
10 Am to 11pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Most events are in the building behind closed doors

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Brett Lochr</u>	Physical Address <u>128 Victory Ln, Savannah, Ga 31410</u>	Phone <u>802 272 2011</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature [Signature] Date 11/29/22

Printed Name Brett Lochr

Received by [Signature] Date 11-29-22

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Police Chief				
Fire Chief				
Mayor/City Council	Date of consideration: _____			
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Campruth Inc DBA Hucapoos</u>			
Business Location <u>1213 U.S. Hwy 80</u>			
Mailing Address <u>Box 2731</u>			
Business Phone <u>912 786 5900</u>	Other Phone	Email <u>Hucapoos @ Gmail.com</u>	
Federal ID# <u>58 2622561</u>	State Sales Tax ID# <u>501-205906</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Eric Thomas</u>	<u>71 Van Horne</u>	<u>Tybee</u>	<u>CEO</u>

The nature of any and all commercial activities conducted at the location:
restaurant, pizza, bar, fun, music

Proposed hours of operation:
11-AM - 2:45 AM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
monitor sound nightly, built barrier, limit live music Fri/Sat

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>ERIC Thomas</u>	Physical Address <u>71 Van horne</u>	Phone <u>912 713 9559</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)
Charged w/ battery during a charity basketball game. has not gone to trial

Applicant Signature [Signature] Date 11/7/22

Printed Name Eric Thomas

Received by [Signature] Date 11-18-22

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				
Reason for denial:				Date mailed to applicant:

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>NICKIES 1971 Bar and Grill LLC</u>			
Business Location <u>1513 Butler Ave Tybee Island GA 31329</u>			
Mailing Address <u>PO Box 974 Tybee Island GA 31329</u>			
Business Phone <u>912 786-4444</u>	Other Phone <u>478-978-7204</u>	Email <u>Calvin.Rattner@tybee.com</u>	
Federal ID# <u>81-4002021</u>	State Sales Tax ID# <u>20246979</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Calvin Rattner</u>	<u>1709 FULTON</u>	<u>Tybee Island GA 31329</u>	<u>OWNER</u>
<u>ROX HANDRUM</u>	<u>281 Imbywood Dr</u>	<u>MARIETTA GA 30067</u>	<u>SEC</u>

The nature of any and all commercial activities conducted at the location:
RESTURANT / BAR

Proposed hours of operation:
11 AM TO 3 AM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Calvin Rattner</u>	Physical Address <u>1709 FULTON TYBEE</u>	Phone <u>478-978-7204</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature Calvin Rattner Date 11/7/22

Printed Name Calvin Rattner

Received by Sharon Johnson Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name NORTH BEACH BAR AND GRILL			
Business Location 33 MEDDIN DRIVE			
Mailing Address PO BOX 2953 Tybee Island, GA 31328			
Business Phone 912.786.4442	Other Phone	Email george.namomest@gmail.com	
Federal ID# 27-1695598	State Sales Tax ID# 20111462381	NAICS Code 722410	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
George J. Spragg, Jr.	3110A Shell Road	Savannah, GA 31404	owner

The nature of any and all commercial activities conducted at the location:

Full Service Restaurant

Proposed hours of operation:

12:00 PM To 9:00 PM Sunday - Thurs 12:00 PM to 10 PM Fri & Sat

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

SPECIFIC HOURS for entertainment as well as assigned Days, Noise policy w/entertainers

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name George J. Spragg, Jr.	Physical Address 3110A Shell Rd, Sav., GA 31404	Phone 912.429.0760
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES **NO**
(If YES, list details below)

Applicant Signature **George J. Spragg, Jr.** Date **11.2.2022**

Printed Name **George J. Spragg, Jr.**

Received by **Sharon L. Lawrence** Date **11-7-2022**

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Fresh Catch Tybee LLC dba Pier 11 Seafood</u>			
Business Location <u>11601 Inlet Ave</u>			
Mailing Address <u>PO Box 271e Tybee Island, GA 31328</u>			
Business Phone <u>(912) 499-4936</u>	Other Phone	Email <u>pier11tybee@gmail.com</u>	
Federal ID# <u>83-2031858</u>	State Sales Tax ID# <u>309-41081010</u>	NAICS Code	
Business Type (circle one): <input type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input checked="" type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Joshua Navon</u>	<u>PO Box 1835</u>	<u>Tybee Island</u>	<u>owner</u>
<u>Natalia Navon</u>	<u>PO Box 1835</u>	<u>Tybee Island</u>	<u>owner</u>

The nature of any and all commercial activities conducted at the location:
Restaurant

Proposed hours of operation:
12-10pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Joshua Navon</u>	Physical Address <u>211 Pulaski St, Tybee Island</u>	Phone <u>(803) 746-4754</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature [Signature] Date 10/28/2022

Printed Name Joshua Navon

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>RAW Ingredients</u>			
Business Location <u>18C Tybrisa St.</u>			
Mailing Address <u>PO Box 351</u>			
Business Phone <u>(912) 308-9516</u>	Other Phone	Email <u>raw.ingredients.inc@gmail.com</u>	
Federal ID# <u>81-1058592</u>	State Sales Tax ID# <u>20243336636</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Marshall Stevens III</u>	<u>35 Barrington Cir</u>	<u>Savannah Ga 31419</u>	<u>CEO</u>
<u>Tan Davis</u>	<u>15 Montauk Dr.</u>	<u>Richmond Hill, 31324</u>	<u>CEO</u>

The nature of any and all commercial activities conducted at the location:
Restaurant

Proposed hours of operation:
12:00 - 00:00

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Maintain music below ordinance

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Marshall Stevens</u>	Physical Address <u>18 Tybrisa St.</u>	Phone <u>(912) 308-9516</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below) NO

Applicant Signature [Signature] Date 11/14/22

Printed Name Marshall Stevens

Received by [Signature] Date 11-14-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Bikinis Inc dba Rockhouse</u>			
Business Location <u>1518 Butler Ave</u>			
Mailing Address <u>PO Box 276 Tybee</u>			
Business Phone <u>912 786 7176</u>	Other Phone <u>912-786-8111</u>	Email <u>Tybeetyper@gmail.com</u>	
Federal ID# <u>26-4174211</u>	State Sales Tax ID# <u>305799936</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Joshua Navon</u>	<u>PO Box 1835</u>	<u>Tybee Island</u>	

The nature of any and all commercial activities conducted at the location:
Full restaurant

Proposed hours of operation:
Seasonal 11-11, 11-3

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Close door after 10:00 PM

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.		
Name <u>Joshua Navon</u>	Physical Address <u>24 Pulaski St. Tybee</u>	Phone <u>805-746-4754</u>

Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature [Signature] Date 11-1-22

Printed Name Joshua Navon

Received by [Signature] Date 1-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				
Reason for denial:				Date mailed to applicant:

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Salt Island fish & Beer</u>			
Business Location <u>101 Lowell Ave</u>			
Mailing Address <u>Po Box 709 Tybee Island GA 31328</u>			
Business Phone <u>912-499-4279</u>		Other Phone _____	Email <u>Emily@saltislandfb.com</u>
Federal ID# <u>82-4373555</u>		State Sales Tax ID# <u>308772374</u>	NAICS Code _____
Business Type (circle one): Sole Proprietor Partnership Corporation <u>(LLC)</u> Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Emily Liebtog</u>	<u>817 1st St #E3</u>	<u>Tybee Island GA 31328</u>	<u>owner</u>
<u>Eric Liebtog</u>	<u>817 1st St #E3</u>	<u>Tybee GA 31328</u>	<u>owner</u>

The nature of any and all commercial activities conducted at the location:
Restaurant

Proposed hours of operation:
11 am - 10pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Only having entertainment on special occasions and ending before the ordinance cut off

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Eric Liebtog</u>	Physical Address <u>817 1st St Tybee Island GA 31328</u>	Phone <u>912-318-7501</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature [Signature] Date 11/7/22

Printed Name Shaun S. Llaner 11-7-2022

Received by _____ Date _____

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				

Approved with restrictions or conditions: _____ Date mailed to applicant: _____

Reason for denial: _____

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name SEA WOLF TYBEE			
Business Location 106 S. CAMPBELL AVE.			
Mailing Address PO BOX 1283 TYBEE ISLAND, GA 31328			
Business Phone N/A	Other Phone 912-596-1360	Email SEAWOLFTYBEE@GMAIL.COM	
Federal ID# 20263127503	State Sales Tax ID# 3077D4436	NAICS Code	
Business Type (circle one): <input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
RICARDO OCHOA	12 ANDERSON CT	TYBEE ISLAND GA 31328	CO-DIRECTOR
THOMAS WOLFEY	2421 LINCOLN	SAVANNAH GA 31401	"
MICHAEL RIPLEY	746 E. 41ST	SAVANNAH, GA 31401	"

The nature of any and all commercial activities conducted at the location:
ACOUSTIC MUSIC (LIVE PERFORMANCES)

Proposed hours of operation:
12-3 PM SATURDAYS & SUNDAYS

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
VOLUME CONTROL

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name RICARDO OCHOA	Physical Address 12 ANDERSON CT	Phone 912-596-1360
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature Date **11-30-22**

Printed Name **RICARDO OCHOA**

Received by Date **11-30-22**

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
 (912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Chapter 34, Article VII. Entertainment Licenses

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name StingRay's		
Business Location 1403 Butler Ave. Tybee Island, GA 31328		
Mailing Address 126 Lagoon View Xing Savannah, GA 31410		
Business Phone 912 484 4954	Other Phone	Email rjr5555@bellsouth.net
Federal ID# 58-2639551	State Sales Tax ID# 20013671457	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation (LLC) Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
Raymond Rogers Jr	126 Lagoon View Xing	Savannah GA 31410	Partner
Raymond Rogers III	309 Suncrest Blvd	Savannah GA 31410	Partner

The nature of any and all commercial activities conducted at the location:
Seafood Restaurant

Proposed hours of operation:
11:00 until close

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
None

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name Ray Rogers	Physical Address 309 Suncrest Blvd	Phone 912 484 2673
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **(NO)**
(If YES, list details below) **No**

Applicant Signature **Raymond J Rogers Jr** Date **11-1-22**

Printed Name **Raymond Rogers Jr**

Received by **Sharon L Shaw** Date **11-7-2022**

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Police Chief				
Fire Chief				
Mayor/City Council	Date of consideration:			
Approved with restrictions or conditions:				
Reason for denial:				Date mailed to applicant:

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Sweet Dreams Icecream Shoppe EE Inc.</u>			
Business Location <u>110th and Ocean</u>			
Mailing Address <u>1103 2nd Ave</u>			
Business Phone <u>912-398-0038</u>	Other Phone	Email <u>riptidebar@gmail.com</u>	
Federal ID#	State Sales Tax ID#	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<u>Alexander Todd Morrison</u>	<u>1 Cedarview Dr.</u>	<u>Savannah, GA 31410</u>	<u>Owner</u>

The nature of any and all commercial activities conducted at the location:
Bar / Concession / Icecream

Proposed hours of operation:
Mon - Sat 10AM - 9PM Sun 11AM - 8PM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
reasonable noise levels / security

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Todd Morrison</u>	Physical Address <u>1 Cedarview Ct, Savannah</u>	Phone <u>912-398-0038</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO**
(If YES, list details below)

Applicant Signature Alexander Todd Morrison Date 11/7/2022

Printed Name Alexander Todd Morrison

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>The Quarter Sports Bar</u>			
Business Location <u>604 1st St</u>			
Mailing Address <u>P.O. Box 1688 Tybee Island</u>			
Business Phone <u>912-786-8966</u>	Other Phone <u>912-507-1666</u>	Email <u>tharlow0112@yahoo.com</u>	
Federal ID# <u>58-2137607</u>	State Sales Tax ID# <u>309-384109</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Wayne T. Barlow</u>	<u>251 Clifford Clemen Rd</u>	<u>Cobbtown Ga 30420</u>	<u>President</u>
<u>Handy Kennedy</u>	<u>1303 Heritage Mist Ct. SW</u>	<u>McDonough Ga 30126</u>	<u>Secretary</u>

The nature of any and all commercial activities conducted at the location:
Food & Beverage

Proposed hours of operation:
4⁰⁰ pm to 11 3⁰⁰ am Monday - Sunday

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Fence, Shrubbery

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Wayne T. Barlow</u>	Physical Address <u>251 Cl. Ford Clemen Rd Cobbtown Ga.</u>	Phone <u>912-507-1666</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature [Signature] Date 11-7-22

Printed Name Wayne T. Barlow

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				

Approved with restrictions or conditions: _____

Reason for denial: _____ Date mailed to applicant: _____

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>The Tybee Sand Bar, Inc dba The Sand Bar</u>		
Business Location <u>1512 Butler Ave Tybee Island, GA 31328</u>		
Mailing Address <u>1450 S. Campbell Ave Tybee Island, GA 31328</u>		
Business Phone <u>912-786-8364</u>	Other Phone <u>910-538-8778</u>	Email <u>Jenwuv1@aol.com</u>
Federal ID# <u>46-5054054</u>	State Sales Tax ID# <u>308129668</u>	NAICS Code <u>722511</u>
Business Type (circle one): Sole Proprietor Partnership Corporation <u>(LLC)</u> Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Jennifer Knox</u>	<u>1450 S. Campbell Ave.</u>	<u>Tybee Island, GA 31328</u>	<u>owner</u>

The nature of any and all commercial activities conducted at the location:
Bar/Restaurant

Proposed hours of operation:
12 PM - 3 AM 7 days/wk

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Jennifer Knox</u>	Physical Address <u>1450 S. Campbell Ave</u>	Phone <u>910-538-8778</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature Jennifer Knox Date 11/7/22

Printed Name Jennifer Knox

Received by [Signature] Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50
A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name TYBEE ARTS ASSOCIATION		
Business Location 7 Cedarwood Ave TYBEE ISLAND, GA 31328		
Mailing Address PO Box 2344		
Business Phone 912 441 7157	Other Phone	Email b.rte@live.com
Federal ID# 58-2274131	State Sales Tax ID# 20007351210	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
BRIT BALON	410 MILLER AVE. B.	TYBEE ISLAND 31328	President
RENEE DEROSSSET	1015 BUTLER AVE	TYBEE IS. GA 31328	Vice President
	216 CATZINA DRIVE	TYBEE IS GA 31328	Treasurer
RONNIE SPILTON	41 PADDINGTON CIRCLE	SWANNAH GA 31410	Secretary

The nature of any and all commercial activities conducted at the location:
Dance classes, Art lessons, rehearsals + 2 Blackbox Theater Shows per year

Proposed hours of operation:

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Private parking, low crowds.

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name BRIT BALON	Physical Address 410 Miller Ave B	Phone 912 441 7157
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO**
(If YES, list details below)

Applicant Signature _____ Date **11-7-22**

Printed Name **BRIT T. BALON**

Received by _____ Date **11-7-2022**

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND

ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name Tybee Island Historical Society			
Business Location 30 Meddin Drive, Tybee Island, GA 31328			
Mailing Address P.O. Box 366, Tybee Island GA 31328			
Business Phone 912-786-5801	Other Phone	Email sarah@tybeelighthouse.org	
Federal ID# 51-0191008	State Sales Tax ID# 025-310901	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
Sarah Jones	5 Calibogue Rd	Sav, GA 31410	Executive Director
Hope Barton	702 Lovell Ave	Tybee Island, GA 31328	President

The nature of any and all commercial activities conducted at the location:
Tours and Gift Shop sales.

Proposed hours of operation:
9 AM - 5:30 PM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
We very seldom have after hours events, but when we do we comply with all current city codes.

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name Sarah Jones	Physical Address 5 Calibogue Rd, Sav, GA 31410	Phone 912-247-1722
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature _____ Date **11/01/2022**

Printed Name **Sarah Jones**

Received by _____ Date **11-7-2022**

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				
Reason for denial:				Date mailed to applicant:

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
 (912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Tybee Time Inc / DBA Tybee Time Bar</u>			
Business Location <u>1103 Strand Ave Tybee</u>			
Mailing Address <u>P.O. Box 21165 Tybee</u>			
Business Phone <u>(912) 713-5466</u>	Other Phone	Email <u>Skellam@tol.com</u>	
Federal ID# <u>455122665</u>	State Sales Tax ID# <u>301983937</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<u>Steven Kellam</u>	<u>218 Catalina Dr</u>	<u>Tybee</u>	<u>President</u>

The nature of any and all commercial activities conducted at the location:
Restaurant / Bar

Proposed hours of operation:
11am-3am

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
Control noise

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Steven Kellam</u>	Physical Address <u>218 Catalina Dr Tybee</u>	Phone <u>(912) 713-5466</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO**
(If YES, list details below)

Applicant Signature [Signature] Date 11-10-22

Printed Name Steven Kellam

Received by [Signature] Date 11/10/22

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org



CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50
A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>Windrose Bar & Grille</u>			
Business Location <u>19 Tybrisa</u>			
Mailing Address <u>Po Box 2654</u>			
Business Phone <u>912-346-8329</u>	Other Phone	Email <u>Jeffhadley1107@gmail.com</u>	
Federal ID# <u>87-3503651</u>	State Sales Tax ID# <u>308689654</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation <u>(LLC)</u> Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Jessica L. Hadley</u>	<u>10 Fort Ave</u>	<u>Tybee Island, GA 31328</u>	<u>Owner</u>
<u>Cameron L. Hadley</u>	<u>10 Fort Ave</u>	<u>Tybee Island, GA 31328</u>	<u>Partner</u>
<u>Katherine Scott</u>	<u>10 Fort Ave</u>	<u>Tybee Island, GA 31328</u>	<u>Partner</u>

The nature of any and all commercial activities conducted at the location:
Bar & Grill

Proposed hours of operation:
11am - 2am

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>Jeff Hadley</u>	Physical Address <u>10 Fort Ave Tybee Island, GA</u>	Phone <u>912-346-8329</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO
(If YES, list details below)

Applicant Signature Jessica Hadley Date 11/4/2022

Printed Name Jessica Hadley

Received by Sharon Williams Date 11-7-2022

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				Date mailed to applicant:
Reason for denial:				

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 472-5072 FAX (912) 786-5832
www.cityoftybee.org

File Attachments for Item:

19. Agenda Request for 2023 Alcohol License Renewals

MAYOR
Shirley Sessions



CITY MANAGER
Shawn Gillen

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

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

City Council Agenda Item Request

Council Meeting Date for Request: December 8, 2022

Item: Alcohol License Renewals

Explanation: Information for consideration of alcohol license renewals for calendar year 2023

BEER/WINE/LIQUOR-SUNDAY SALES BY DRINK FOR CONSUMPTION ON PREMISES ONLY

- Burn Marine transport dba A-J's Dockside Restaurant Jacqualand M. Burn 1315 Chatham Ave
- American Legion 154 Tybee Island Inc. Jerris Bryant 10 Veterans Drive
- Back River Brewery LLC Jason Dubuque 402 First St
- Beachview Resort Inc. dba Beachview Bed & Breakfast LLC Karen Kelly 1701 Butler Ave
- Tybee Tavern & Restaurant dba Benny's Alvin B. Ward 1517 Butler Ave
- Bernie's Tybee Island Inc. dba Bernie's Oyster House Richard Hammons 13 Tybrisa Street
- Bubba Gumbo's LLC Patrick Burns 4 Old Hwy 80
- Taco Aloha LLC dba Chamacos Tacos & Surf Michael Hall 1105 Hwy 80 E
- Scofflaw's of Tybee Island LLC dba Cockspur Grill John S. Branigin 725-B First St
- The Stunned Mullet LLC dba The Deck Tybee Anthony Debreceeny 404 Butler Ave
- Tybee Time Inc. dba Doc's Bar on Tybee Steven Kellam 10 Tybrisa St
- Orriginal Restaurants Corp dba Fannie's on the Beach Jennifer R. Orr 1613 Strand
- Camptruth Inc. dba Huc-A-Bites & Booze Eric Thomas 1213 Hwy 80
- Nickie's 1971 Bar & Grill Inc. Calvin Ratterree 1513 Butler Ave
- North Beach Bar & Grill LLC George I. Spriggs Jr. 33-A Meddin Dr
- Fresh Catch Tybee LLC dba Pier 16 Joshua Navon 1601 Inlet Ave
- RAW Industries Inc. dba RAW Ingredients Marshall Stevens 18-C Tybrisa St
- Bikini's Inc. dba Rock House Joshua Navon 1518 Butler Ave
- The Tybee Sand Bar Inc. dba The Sand Bar Jennifer Knox 1512 Butler Ave
- Sea Wolf Tybee LLC Tom Worley 106 S. Campbell Ave
- Spanky's Beachside John Yarbrough 1605 Strand
- King Ray's Raymond J. Rogers Jr. 1403 Butler Ave
- Jet Dreams Ice Cream Shoppe Inc. Alexander Todd Morrison 16th and Ocean

Item #19.

City Council Agenda Item Request (continued)

ALCOHOL -2022

BEER/WINE/LIQUOR-SUNDAY SALES BY DRINK FOR CONSUMPTION ON PREMISES ONLY(cont'd)

- The Quarter Sports Inc. Wayne T. Barlow 604 First St
- Tybee Island Wet Willie's LLC William Dickinson 16-B Tybrisa St
- Tybee Supper Club Alfie Waite 35 Meddin Dr
- Tybee Time Inc. dba Tybee Time Bar Steven Kellam 1603 Strand Ave
- Hadley Family LLC dba Jessica Hadley 19 Tybrisa St
The Windrose Bar & Grille

BEER/WINE-SUNDAY SALES BY DRINK FOR CONSUMPTION ON PREMISES ONLY

- Mi Vida Frank Bucci 1315 Butler Ave
- Tybee Arts Association Britt Bacon 7 Cedarwood Ave
- Tybee Island Historical Society Inc. Sarah Jones 30 Meddin Dr
- Friends of Tybee Theater dba Evan Goetz 33 Meddin Dr
dba Tybee Post Theater
- Tybee Restaurant Group Inc. dba Bethany Kellam 33 Meddin Dr
The Salty Pelican

BEER/WINE/LIQUOR- SUNDAY SALES BY DRINK FOR CONSUMPTION ON PREMISES ONLY BEER/WINE; PACKAGE SALES ONLY, CONSUMPTION ON PREMISES PROHIBITED

- Rebellion Restaurants dba Emily Liebtag 101 Lovell Ave
Salt Island Fish and Beer
- Linchris Tybee Resort, LLC Brett Loehr 1401 Strand Ave
dba Hotel Tybee

BEER/WINE/LIQUOR – BY DRINK FOR CONSUMPTION ON PREMISES ONLY

- Agave Bar and Grill Ivet Perez Hernandez 402 First Street
- AJ & Kevin of Tybee Inc. dba Anthony J. Baker 304 First St
Sundae Café

•

BEER/WINE – SUNDAY SALES, PACKAGE SALES ONLY

- BG's Seafood Co-op Caitlin Burns 4 Old Hwy 80
- Chu's Convenient Mart #121 Richard Frederick Pruden 725-A First St
- Chu's Convenient Mart #101 Richard Frederick Pruden 306 First St
- Chu's Convenient Mart #102 Richard Frederick Pruden 1603 Inlet Ave
- Dizzy Deans Discount Alexander Todd Morrison 1516 Butler Ave
- Jaydeep LLC Citgo Jatin Desai 1315 Butler Ave
- Royal Palm LLC Corey Jones 909 Butler Ave
- T.S. Chu Mola C. Jung 7 Tybrisa St
- Tybee Market IGA Inc. Michael J. Hosti 1111 Butler Ave
- Tybee Tiki Inc. Patrick Mathews 2101 U S Hwy 80 E
- XYZ Liquors Terese Jung 302 First St

Submitted by: Sharon S. Shaver

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

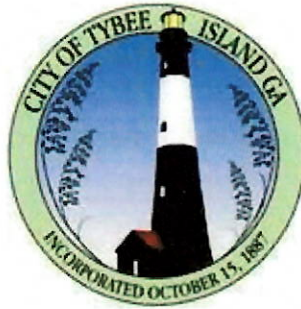
Date given to Clerk of Council: December 1, 2022

File Attachments for Item:

20. Agenda Request: Zunzi's Operations LLC dba Zunzibar Alcohol License Request:
Liquor/Beer/Wine/Sunday Sales-consumption on premises only

MAYOR
Shirley Sessions

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



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: December 8, 2022

Item: Zunzi's Operations. LLC dba Zunzibar
Alcohol License Request: Liquor/Beer/Wine/Sunday Sales-consumption on premises only

Explanation: Zunzi's Operations. LLC dba Zunzibar
1115 US Highway 80 East (Formerly Gerald's Pig & Shrimp)

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: 472-5072 / sshaver@cityoftybee.org

Comments: _____

Date given to Clerk of Council December 1, 2022

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 BUSINESS AND 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:

LICENSE CLASSIFICATION	FEE	CHECK	Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder or the applicant may be the manager of the business charged with the regular operation of said business on the premises for which the license is issued.
Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited	\$ 300.		
Retail Beer/Wine – Sale by Drink for Consumption on Premises Only	945.00.	✓	
Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited	1130.		
Retail Liquor – Sale by Drink for Consumption on Premises Only	150.00.	✓	
Retail Liquor – Sale by Package & Drink both in One Building under One Ownership	2,000		
Sunday Sales – Sale by Drink for Consumption on Premises Only	150	✓	
Sunday Sales – Package Sales Only	50		
Wholesale Beer	765		
Wholesale Liquor	1,500		
Wholesale Wine	150		
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300		
Special Event – Public or Private Property - Beer, Wine (no current license) per event	50		
Special Event – Public or Private Property - Beer, Wine (no current license) 3 days	100		
Special Event – Public or Private Property - Beer, Wine (holding current license) per event	10		

Business Name <u>Zunzi's Operations, LLC</u>		
Business Location <u>1115 Hwy. 80 E Tybee Island, GA 31328</u>		
Mailing Address <u>P.O. Box 8007 Savannah, GA 31412</u>		
Phone <u>912-662-1437</u>	Email <u>admin@zunzis.com</u>	
Federal ID#: <u>85-1934144</u>	Sales Tax ID: <u>308-809560</u>	NAICS Code: <u>722511</u>
Business Type(Circle One): Sole Proprietor Partnership Corporation(State) Date: <input checked="" type="radio"/> Non-Profit Other: _____		

Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business				
Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>Christopher R. Smith</u>		<u>40 Burtow Point Dr.</u>	<u>Savannah, GA 31404</u>	

Security Assistance Plan

What measures are taken to mitigate/control underage drinking? See attached

Please state whether you will be using Security Guards: NO If so, how many? _____ How often / Seasonal dates? As needed, St. Patrick's Festivities, Beach Bum, Pirates Fest etc...

Do you use off-duty police officers to provide security? NO Number: _____ Frequency? _____

Per City Ordinance (6-2021) All licensees are required to have proof of their employees, those serving or pouring alcohol, current certificates of completion from an alcohol server training program on file with licensee.

Is the building capacity notice clearly posted? Where? Yes. Behind the bar

How is occupancy load enforced? Host and management will not seat over capacity

International Fire Code 2018 ed: [BE] 1004.9 Posting of occupant load. Every room or space that is an assembly occupancy shall have the *occupant load* of the room or space posted in a conspicuous place, near the main *exit* or *exit access* doorway from the room or space, for the intended configurations. Posted signs shall be of an *approved* legible permanent design and shall be maintained by the owner or the owner's authorized agent.

If special event, date(s) of event N/A Name of event: N/A

Names of landlord of the business location Jenny Rutherford Address: 1202 US Hwy 80 E Phone: 912-414-7155

What other business is conducted at this location? None

Has applicant, any person connected with, or any person having an interest in this business:

- o ever been convicted of any violation of law other than for a traffic violation? Yes, see attached
- o ever served time in prison or other correctional institution? NO
- o ever had an alcohol beverage license suspended or revoked at any time in any location? NO

(if answer is yes, give details) _____

If this application is for RENEWAL of an existing license, enter License Number of existing license NO

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? YES

o Proof of liquor liability insurance: Please attach the current declaration page or certificate of insurance showing the required liquor liability insurance coverage.

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 Signature [Signature] Date 11/30/2022

Approval	Signature	Date
City Manager		
Zoning		

Sworn to and subscribed before me this 30 day of Nov, 2022

Sarah K. Johring

Notary Public





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: Christopher Smith

Business/Event Name: Zunzi's Operations. LLC dba Zunzibar

Approved Denied



Chief of Police

1 December 2022 Date



Return approved/denied form:

Sharon S. Shaver
Business, Alcohol, Entertainment Licensing and STVR Coordinator

File Attachments for Item:

21. HMGP Grant Administration Contract Extension



AGENDA ITEM

CITY COUNCIL MEETING: November 10

The close out of the first HMGP grant has taken a bit longer than anticipated. We need to extend the contract so we can close the grant. No additional expenses.

Approve contract extension

ATTACHMENTS

[Tybee Island Contract Modification #2 10.31.22 Frank Signed.pdf](#)

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
Between *City of Tybee Island, GA* and FCMC, LLC

Task Order Contract

CONTRACT MODIFICATION #2
Project Number – Task Order: 1

The original period of service expired on December 31, 2021 on the Contract Agreement dated 10/15/2019. This Contract Agreement was for services to administer the HMGP Grant Project 4294-0004-R.

The period of service was extended to and expired on October 31, 2022. This modification is to reinstate and extend the period of service from October 31, 2022 through March 31, 2023.

All other terms and conditions will remain in effect. This contract modification does not affect the current compensation limit of \$ 100,000.00.

ISSUED AND AUTHORIZED BY:
CITY OF TYBEE ISLAND

By: _____

Title: _____

ACCEPTED AND AGREED TO BY:
FCMC, LLC

By:  _____

Title: President

File Attachments for Item:

22. Jennifer Ozer, Public Defender

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

THIS AGREEMENT entered into this 21st day of November, 2022, 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 and the new rate structure shall become effective January 1, 2023.

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, following a prior agreement providing for Ozer's services to the City which has worked well for the parties,

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 EIGHTEEN THOUSAND DOLLARS AND 00/100THS (\$18,000.00) annually for the two court sessions per month for services rendered pursuant to this Agreement. Payment shall be invoiced and paid monthly. This compensation amount shall commence effective January 1, 2023. 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. **Term.** 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.

8. **Expenses.** City shall only reimburse Ozer for expenditures if Ozer had prior authorization from City to incur such expenditures.

9. **Assignment.** 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. **Georgia Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Georgia.

12. **Severability.** 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.

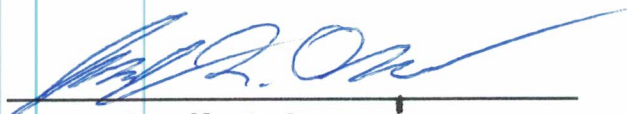
13. **Captions.** The captions or headings of the sections or other subdivision hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

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

Shirley Sessions, Mayor

11-21-2022

Date

Date

Clerk of Council

Date

APPROVED AS TO FORM:

Edward M. Hughes, City Attorney

Date

File Attachments for Item:

23. Arnett Muldrow Contract Agreement

Attachment A

Project Understanding

Projects must contribute to the quality of life for the people who use them and are affected by them. They should be regenerative, seeking to repair damage to the community fabric where it exists and lifting up the lives of those who are influenced by this fabric. The design of the built environment should foster connections and interaction among families, groups, cities, and nations. The City of Tybee Island's commercial districts, its corridors, its connection to the streets, and pedestrian networks, and its connections to the water should foster a stronger community; aesthetically, socially, and economically.

Projects of lasting value achieve the highest level of planning approaching to coordinate design, traffic, parking, public spaces, pedestrians, and the experience economy.

We know how to design Downtown Districts and Commercial Corridors that will reinforce the unique character of Tybee Island acknowledging that increased visitors, coastal locations, and the interface of full-time residents and visitors are of utmost concern.

We are well versed in the "tools of the trade" with funding, incentives, and implementation strategies specific to Georgia. The streetscapes throughout the City should be more than a ribbon of pavement to maintain, they can emerge again as the heart and soul of the City, linking residents and visitors alike to parks, retail centers, Downtown, schools, and the remarkable natural environment.

Our team understands these connections may expand past the core Downtown, as Tybee Island already has commercial nodes throughout the island. We understand that deploying cohesive consistent branded wayfinding and communication strategies is key for the user experience where thousands of visitors come to the community in season.

Our Design Team sees tremendous opportunity to enhance the current conditions. We will bring our wealth of expertise to ultimately enhance the user experience, improve streetscape treatments for safety, and draw interest to the commercial districts.

Project Scope

Task One: Information Gathering and Background Review

We will work closely with the Tybee Island to gather all relevant material related to the communities including but not limited to the following: City histories; prior plans; current initiatives; regulations; promotional publications that involve the communities; attractions and event information including annual festivals; economic development and tourism publications; website and social media information; and any other related information.

Task Two: Reconnaissance and Steering Committee Kick Off

The project team will travel to Tybee Island for a meeting with a steering committee established by the Tybee Island Main Street Program in conjunction with the City of Tybee Island. The steering committee will guide us through the process and serve as a sounding board and organizing entity for the Master Plan Process.

Task Three: Community Master Plan Work Session

The Community Master Plan process is designed to immerse the project team in the community in a rapid way to produce a conceptual plan, wayfinding concepts, street furniture and lighting improvements, parking and circulation, and public realm improvements for the commercial districts of Tybee Island. We have conducted these resource visits in many communities that have gone on to implement the plans in creative ways. The resource visit also affords us the opportunity to gather qualitative information from the public about the community that augments the market study conducted in Task Three. The resource visit will involve an intensive three-day process, as described below.

DAY ONE AND DAY TWO: Stakeholder Engagement and Tour

The first day will concentrate on a series of roundtable and individual meetings with key groups in the community. These will likely include:

- City officials;
- Business representatives;
- County Parks and other representatives;
- Visit Tybee;
- Key destination, attraction, and quality-of-life representatives;
- Property owners and neighborhood residents;
- Other stakeholders as selected by the Client; and

- A facilitated public input session

The input sessions will be facilitated group sessions that will concentrate on the future of the community as well as the physical image of the commercial districts of Tybee Island individually and collectively. We will work closely with the Main Street and the City to determine how to organize the sessions for broad based input and are used to working in dual- community initiatives. We will also conduct a detailed tour and reconnaissance of the City.

Day Two, Afternoon: Progress Report

By the end of the second day, we will have worked with the public and community stakeholders to develop some preliminary concepts that will explore the following:

- Streetscape improvements after review of GDOT plans for US80 with a focus on pedestrian and bicycle enhancements.
- Parking and circulation strategie
- Up to three detailed small area plans (such as the Park of Seven Flags and Memorial Park) that illustrate public and private improvement opportunities.
- Art and creative place making
- Wayfinding mapping and preliminary design concepts.

This day will focus on exploring these concepts into more refined plans as well as production of wayfinding design concepts and brand extension that may manifest itself in the public realm. Tybee Island has already implemented quality signage at key locations in the community that may serve as inspiration for these improvements.. At the middle of the second-day we will have a small roundtable meeting with the steering committee to review the progress on the plan's development.

Day Two Evening and Day Three: Continued Refinement

During the course of the workshop, we will focus not only on developing the plans which will include conceptual diagrams, illustrative plans, before and after photo renderings of key sites, corridors, trails, and development opportunities; we will also develop the wayfinding concepts that will include MUTCD compliant vehicular signage, pedestrian signs, kiosks, and other information that can be deployed in the improvements.

Day Three, Midday-Afternoon: Presentation

The Project Team will present all of the concepts in an exciting “plan reveal” presentation to the client at the end of the resource team visit on the third day (these meetings can be as open ended as you desire, we prefer to invite anyone to attend as the stakeholders get to value seeing their input put into concepts within days of their initial input). We believe that this presentation is a critical element in the process because while we will develop the plan, it will belong to the communities. The presentation will provide Main Street and the City with a solid direction for the plan and we will garner feedback for further refinement to come after the workshop.

Task Four: Plan Refinement and Implementation Strategy

The Project Team will refine these plans based on feedback, add alternatives if necessary, and embark on the implementation strategy that will identify the short, medium, and long-term recommendations that would populate the implementation strategy board.

The Strategy Board is a one-page implementation matrix that indicates thematic recommendations, goals, first, next and long-term steps, and responsible parties.

The strategy board condenses the entire plan to one easy-to-use sheet that will prioritize the tools and tactics for implementation. The strategy board will also provide an accountability matrix for implementation partners. This is of critical importance as the City of Tybee Island and Main Street will be working with partners at the County Level.

Task Five: Implementation Workshop

The Project Team will return to Tybee Island to present these plans to the steering committee and other stakeholders as desired. The implementation workshop is designed to vet the recommendations with timing, funding sources while coordinating responsible parties.

Final Report Summary Poster and Annotated Presentation

Within six weeks of the final “sign off” during the visit in Task 5, The Project Team will deliver the final product for the plan. This will include a detailed summary poster of all recommendations and an annotated presentation that will allow the partners to share the findings in a clear and concise format. The summary poster will serve as the executive document for a more detailed plan document.

DELIVERABLES

- Streetscape improvement recommendations in accordance with designs underway by GDOT and for Tybrisa Street.
- Enhanced pedestrian and bike connection strategies.
- Park and public space designs.
- Parking strategies and improvement recommendations.
- Before and after photo simulations illustrating the improvements.
- Conceptual connectivity plans between commercial districts.
- Wayfinding Design Concepts
- Wayfinding routing strategies.
- Wayfinding implementation strategies
- Potential identity system for key districts and amenities as needed.
- Master Plan Presentation and Final Report

PLAN STAFFING

Tripp Muldrow of Arnett Muldrow and Associates will serve as the plan contact for the effort. He will be closely coordinating with Blake Sanders of Studio Main who will serve as design director for the planning effort. Shawn Terpack of Arnett Muldrow will work with the team on the wayfinding strategies and any branded concepts that may be required. Each staff member on this effort is a senior employee with their respective firms and will work on the project from start to finish.

SCHEDULE AND FEES

In total, the process will take 12 to 16 weeks including refinement and follow-up. The lump sum fee for the plan and all deliverables would be \$36,000 plus expenses billed at cost for three trips to Tybee Island (expected not to exceed \$3,500). The project team will rely on the client to coordinate all meetings, provide up to date base mapping files for the communities, and assemble the project steering committee.

CONTRACT ADDENDUM
FOR CITY OF TYBEE ISLAND
AND ARNETT MULDROW & ASSOCIATES, LTD.

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.
8. The undersigned, Contractor and/or Sub-Contractor, acknowledges notice by the City of Tybee Island that work is frequently done pursuant to contractual arrangements where permitting by state or federal authorities is required in light of environmentally sensitive areas, including but not limited to, beaches, sand dunes, marsh and wetland areas, among others, and that permits are usually required for work performed in such areas. It is the Contractor and/or Sub-Contractor's responsibility to ensure it has secured copies of any permits issued for work in environmentally sensitive areas and that it will comply with all permitting requirements in connection with the performance of its responsibilities under

any agreement with the City of Tybee Island or any entity working on behalf of the City of Tybee Island and will hold the City of Tybee Island harmless for any claims, fines, demands or assertions, including attorney's fees, for alleged non-compliance with the terms of any permit issued by a federal or state agency in connection with the work to be performed. The Contractor and/or Sub-Contractor is responsible for making inquiry as to the existence of any such permits and to take all appropriate action in connection therewith.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By:  _____

By: _____

Tripp Muldrow

Date

Principal,
Arnett Muldrow & Associates, Ltd.

Attest: _____

November 7, 2022

AGREEMENT FOR PLANNING SERVICES

THIS AGREEMENT is entered into between the City of Tybee Island (Client) with Arnett Muldrow & Associates Ltd. (Planner), for the following reasons:

1. The Client intends to conduct a place Downtown and Community Master Plan for Tybee Island.
2. The Client requires certain planning, economic development, marketing and urban planning services in connection with the Project; and,
3. The Planner is prepared to provide the Services.

In consideration of the promises contained in this Agreement, the Client and the Planner agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Georgia.

ARTICLE 3 - SCOPE OF SERVICES

The Planner shall provide the services described in Attachment A, Scope of Work included herewith and made part of this agreement.

ARTICLE 4 - SCHEDULE

The Planner shall exercise its reasonable efforts to perform the Services according to the Schedule set forth in Attachment A, Scope of Services.

ARTICLE 5 - COMPENSATION

The Client shall pay The Planner in accordance with Attachment A, Scope of Services.

Invoices shall be due and payable upon receipt. The Client shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

ARTICLE 6 – CLIENT’S RESPONSIBILITIES

The Client shall be responsible for all matters described as Client responsibilities in Attachment A, Scope of Services.

ARTICLE 7 - STANDARD OF CARE

The Planner shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the Planner’s profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Planner’s fee for the Services, and in consideration of the promises contained in this Agreement, The Client and The Planner agree to allocate and limit such liabilities in accordance with this Article to the Contract Amount.

Consequential Damages. To the fullest extent permitted by law, The Planner shall not be liable to the Client for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, The Planner shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (b) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

The Planner shall, upon written request, furnish the Client certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the Client.

The Planner and the Client waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The Planner shall not be responsible for the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to The Planner, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, The documents, drawings, and specifications prepared by the Planner and furnished to the Client as part of the Services shall become the property of the Client; provided, however, that the Planner shall have the unrestricted right to their use in marketing material with the understanding that no endorsement on the part of the Client is implied in such use. The Planner shall retain its copyright and ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of the Planner with the exception of any branding or marketing

materials. The Planner shall grant to the Client all intellectual rights to the branding and marketing materials developed during the project.

ARTICLE 12 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Client may terminate or suspend performance of this Agreement for the Client's convenience upon written notice to the Planner. The Planner shall terminate or suspend performance of the Services on a schedule acceptable to the Client, and the Client shall pay the Planner for all the Services that have been performed in accordance with this Agreement as of the date of termination or suspension. Upon restart of suspended Services, an equitable adjustment shall be made to the Planner's compensation and the Project schedule.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither the Client nor The Planner shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Client or the Planner under this Agreement. The Planner shall be granted a reasonable extension of time for any delay in its performance caused by any such

circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 15 - RELATIONSHIP OF PARTIES

The Planner and the Client hereby agree that their relationship is that of independent contractors, and nothing in this Agreement shall create nor be deemed to create a joint venture, partnership, principal/agent, employer/employee, or any other form of relationship other than that of independent contractors.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

The Planner:

Arnett Muldrow & Associates, Ltd.
Post Office Box 4151
Greenville, SC 29608
864.233.0950
tripp@arnettmuldrow.com

The Client:

City of Tybee Island
P.O. Box 2749
403 Butler Avenue
Tybee Island, GA 31328
[912-786-4573](tel:912-786-4573)
cassidi.kendrick@cityoftybee.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Client and the Planner.

ARTICLE 17 - DISPUTES

In the event of a dispute between the Client and The Planner arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a

reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution in accordance with the addendum attached.

During the pendency of any dispute, work stop would occur until all disputes were resolved.

ARTICLE 18 - WAIVER

A waiver by either the Client or the Planner of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 20 - INTEGRATION

This Agreement, including Attachment A incorporated by this reference, represents the entire and integrated agreement between the Client and The Planner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

To the extent permitted by law, the Client and the Planner each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 22 - ASSIGNMENT

Neither the Client nor the Planner shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however,

The Planner may assign its rights to payment without the Client's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent the Planner from engaging independent consultants, associates, and subcontractors to assist in the performance of the services.

ARTICLE 23 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of the Client and the Planner. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Client and the Planner.

IN WITNESS WHEREOF, the Client and the Planner have executed this Agreement.

THE CITY OF TYBEE ISLAND

By _____

Title: _____

Date: _____

ARNETT MULDROW & ASSOCIATES, LTD.



Tripp Muldrow, President

Date: November 7, 2022

File Attachments for Item:

24. Motorola Solutions, Inc. Communications System Lease-Purchase Agreement, \$1,485,907.



Motorola Solutions, Inc.

Date: November 30, 2022

Financing proposal for: City of Tybee Island

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications P-25 solution in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease-Purchase Agreement

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **City of Tybee Island**

Amount: \$1,485,907.00
Down Payment: \$0.00
Balance to Finance: \$1,485,907.00

Equipment: As per the Motorola equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>
Lease Term:	Three Years	Five Years
Payment Frequency:	Annual	Annual
Payment Structure:	Arrears	Arrears
Lease Rate:	5.02%	4.65%
Lease Factor:	0.367344	0.228752
Lease Payment:	\$545,838.79	\$339,903.70
Payment Commencement:	First payment due one year after contract execution.	

Expiration: This interest rate methodology is valid for all leases commenced by 3/12/2021

Indexing arrangement – Non-bank qualified structure 3, 5 and 7 year terms

The Lease Payments shall be calculated using a rate of interest (“Lease Rate”) that is initially indexed to the three (3), five (5) or seven year (7) average life SOFR Rate (the “Index Rate”) . The average life SOFR Rate corresponds to the respective lease term. On the Commitment Date, the final Lease Rate will be calculated by taking the Index Rate for that date from the SOFR Report, adding a spread of 2.24% and multiplying the sum of those two numbers by .7835 to calculate the Lease Rate for the 3 year term. The rate for the 5 year term will be calculated by taking the Index Rate for that date from the SOFR Report, plus a spread of 2.20% and multiplying the sum of those numbers by .7835. The rate for the 7 year term will be calculated by taking the Index Rate for that date from the SOFR Report, plus a spread of 2.10% and multiplying the sum of those two

that date from the SOFR Report, plus a spread of 2.10% and multiplying the sum of those two numbers by .7835. The rates are then fixed for the full term of the Lease.

The following SOFR average life Index Rates were in place at the approximate time this quote was issued:

Three year average life:	4.49%
Five year average life:	4.10%
Seven year average life:	3.82%

Qualifications: Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

Documentation: Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A / Equipment List
Schedule B / Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
Bill Stancik
Motorola Customer Financing
847-538-4531

CITY OF TYBEE ISLAND

DISPATCH & VESTA 911 CALL HANDLING

NOVEMBER 30, 2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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November 30, 2022

City of Tybee Island
403 Butler Avenue
Tybee Island, GA 31328

Dear Captain Hayes,

Motorola Solutions, Inc. (Motorola Solutions) is pleased to have the opportunity to provide the City of Tybee Island with quality equipment, software, and services. The Motorola Solutions project team has taken great care to propose a solution to address your needs and provide exceptional value. Tybee Island has requested a proposal to enhance the reliability of their E9-1-1 Communications by adding the following features:

- Tybee Island PD - New CommandCentral AXS Dispatch Site
 - Three (3) AXS Dispatch Clients
 - Nine (9) APX Control Stations
 - One (1) Eventide Logging Recorder
 - One (1) 20KVA Backroom UPS
- Deployable Positions
 - Two (2) Avtec Scout Console
 - Three (3) APX Control Stations
- Vesta 9-1-1 Call Handling
 - Command Central Aware Map for 9-1-1
 - VESTA® CommandPost
 - CommandCentral Cloud Base Services – Citizen Input and Smart Transcription
 - Cybersecurity – Managed Detection and Response Services

This proposal consists of this cover letter and the accompanying proposal titled City of Tybee Island Dispatch & Vesta 9-1-1 Call Handling. This proposal shall remain valid for a period of 90 days from the date of this cover letter. Tybee Island may accept the proposal by delivering to Motorola a Purchase Order referencing this proposal and signing the Master Customer Agreement (MCA) contained below in this proposal. Alternatively, Motorola would be pleased to address any concerns you may have regarding the proposal. Our goal is to provide Tybee Island with the best Public Safety products and services available in the communications industry. We

thank you for the opportunity to present our proposed solution, and we look forward to strengthening our relationship by implementing this project. Questions or inquiries can be addressed to your Account Manager, Billy Smith, at (843) 816-0275.

Sincerely,
MOTOROLA SOLUTIONS



Scott Hopkins
MSSSI Vice President & Director Sales

SECTION 1

DISPATCH-NEW CONSOLE POSITIONS

1.1 SYSTEM DESCRIPTION

Motorola Solutions, Inc. (Motorola Solutions) is pleased to submit this proposal to replace Tybee Island's (Tybee) existing Zetron consoles. The proposed solution consists of a single dispatch site expansion on the SEGARRN ASTRO system as well as a deployable dispatch solution. The new dispatch site will utilize the existing microwave backhaul to communicate with the SEAGARRN ASTRO core. The following is a summary of the components of this proposal:

- Tybee Island PD - New CommandCentral AXS Dispatch Site
 - Three (3) AXS Dispatch Clients
 - Nine (9) APX Control Stations
 - One (1) Eventide Logging Recorder
 - One (1) 20KVA Backroom UPS
- Deployable Positions
 - Two (2) Avtec Scout Console
 - Three (3) APX Control Stations

1.1.1 CommandCentral AXS Dispatch Console Solution

1.1.1.1 Overview

Motorola Solutions' CommandCentral AXS Dispatch Console reduces the barriers between systems in Tybee's dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. CommandCentral AXS integrates the capabilities of other dispatch center technologies into a single, streamlined view. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set, a mission-critical IP network for transporting information and calls throughout the system, and robust integration capabilities with other dispatch center technologies.



Figure 1-1: One Screen, All the Resources Users Need

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- **Next Generation Dispatch Experience** — Responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive customization options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Pain-Free Enhancements** — Simplifies keeping up-to-date with new features, fixes, and security updates via Internet download (with valid subscription). Based on permissions from system administrators, users may trigger the download themselves without disrupting console operation. This flexible approach to updates reflects the software focus of CommandCentral AXS, and allows the update process to work around differing schedules.
- **Purpose-built Dispatch Console Accessories** — Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

1.1.1.2 Next Generation Dispatch Experience

CommandCentral AXS features a highly customizable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities from different applications and systems. The browser-based GUI's versatile option panels and scalable resources allow users to organize and customize their dispatch experience and make engagement more familiar and intuitive from shift to shift. Option panels can be relocated, exposed, or hidden as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.



Figure 1-2: Mapping Panel UI Snapshot

CommandCentral AXS features flexible window positioning and assist panel capabilities for quick and efficient access to services such as:

- **Activity Log** — Provides an efficient point of reference for all incoming calls into a dispatch position, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging** — AXS supports external paging encoders for sending tone pages on trunked, ASTRO 25 conventional and/or analog conventional radio resources.
- **Patch Capabilities** — Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources, and conventional resources.
- **Alert Tones** — Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch position software, but any combination of these default files may be replaced with customized .wav files to meet specific needs.
- **Channel Marker** — Enables dispatchers to send a periodically repeating piece of audio on radio resources, based on a customizable .wav file to meet the specific needs.

Flexible deployment options enable the GUI to be displayed on one or more dispatch position monitors or monitors used for other command center applications, allowing side-by-side or embedded views to better fit different dispatch workflows. This also gives users immediate access to necessary dispatch console features wherever they need. These integrations are designed to evolve and meet future needs as workflows change.

1.1.1.3 Simplified Updates

CommandCentral AXS gives Tybee's personnel greater control of the software update process. Based on policies set by the system administrator, dispatchers can decide when updates will best fit in their workflow to minimize interruptions and ensure software is up-to-date when it is needed most. Users can access these update deployments through the Cloud Software Hub.

With Internet connectivity, users can perform the following actions:

- Download the latest CommandCentral AXS software release into the cluster via the Cloud Software Hub.
- Manage software entitlement licenses via the Flexera Licensing website.
- Access product documentation through via the Motorola Learning Solutions website.

1.1.1.4 Securing CommandCentral AXS

Robust authentication mechanisms are employed by CommandCentral AXS, meeting the industry standard requirements of OpenID Connect for authenticating users and ensuring only properly authorized personnel can access dispatch functionality, administration, and service tools. Role-based user accounts further control what tools are accessible by specific users.

The CommandCentral AXS Dispatch Console is continually tested against the latest US Federal Government cybersecurity guidelines. Any findings from that testing are analyzed and appropriate mitigation measures are identified and incorporated into the console. These are then made available to fielded AXS Dispatch Console systems via the continuous delivery pipeline used to distribute the monthly software releases. Monthly software releases, a continuous delivery pipeline, and a simplified upgrade process enable cybersecurity issues with operating systems, server management/orchestration software, and console application software to be quickly mitigated.

Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. The dispatch position must also have a valid certificate installed before it will be allowed to access the CommandCentral AXS cluster to prevent unauthorized devices from accessing the console.

Secure Communications at the Console

CommandCentral AXS enables encryption from the dispatcher to the ASTRO 25 network, so that Tybee's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

Over-the-Ethernet Keying (OTEK)

Key management through OTEK provides the ability to manage the keys for a dispatch position using only a Key Management Facility (KMF). In OTEK, the management and distribution aspects of key management are all performed by the KMF. Distribution of the key management information is done across the radio system's IP network from the KMF to each dispatch console.

1.1.1.5 Reliability/Availability

The CommandCentral AXS solution delivers high availability and minimized user downtime in the event of failures. The AXS console continuously monitors software processes and hardware elements and in the event of failure will rapidly restart failed software processes or launch replacement services on the remaining healthy hardware elements.

1.1.2 Tybee Island Proposed Configuration

1.1.2.1 Number of Dispatch Position Clients and Locations

The CommandCentral AXS dispatch position client consists of the CommandCentral Hub running on a Linux Operating System, while the GUI is displayed on the Chromium web browser. The proposed solution provides Tybee with the following dispatch position clients at the indicated locations:

Number of Dispatch Position Clients	Location Name
Three (3) Dispatch Clients	Tybee Island PD

1.1.2.2 Dispatch Position Client Hardware

The CommandCentral AXS dispatch console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.

The CommandCentral AXS dispatch position features the following hardware elements:

- CommandCentral Hub.
- One (1) Monitor.
- Two (2) Speakers.
- One (1) Microphone.
- Two (2) Headsets.
- One (1) Footswitch.

Further accessory specifications are available at Motorola Solutions' website.

1.1.2.3 CommandCentral AXS Cluster Specifications

The CommandCentral AXS servers are split into groups of three or more called clusters, and a single cluster supports up to 50 dispatch position clients. All call processing, audio processing, and console software for the dispatch position clients is handled in this cluster. The cluster distributes the dispatch position client connections across the servers to provide

load balancing and resiliency, while anti-malware protects the cluster against cybersecurity threats.

A configuration service for the console-specific aspects of an AXS console (such as number of speakers per dispatch client or user roles) is provided in the cluster. Configuration of radio system parameters is done in the radio system's configuration manager and is automatically downloaded into the cluster.

Each server contains six Ethernet ports, two USB ports, and a VGA port. A rack-mounted KVM (keyboard, video, mouse) switch with built-in display, keyboard, and touchpad is also available for use when installing and servicing servers.

- Server Management and Orchestration Software - Industry standard applications are used to manage the server cluster and provide high levels of availability and reliability for the processes therein.

1.1.2.4 Number of Clusters and Locations

The proposed CommandCentral AXS solution for Tybee includes the following server clusters at the indicated locations.

Number of Server Clusters	# of Operator Positions	Location Name
Two (2) Server Clusters	Supports up to ten (10) Operator Positions	Tybee Island PD

1.1.2.5 Locations of Conventional Interfaces

The proposed CommandCentral AXS solution for Tybee provides the following conventional channel interfaces at the indicated locations.

Conventional Channel Interface	Location Name
Two (2) CCGW with Eight (8) Analog Interfaces each	Tybee Island PD

1.1.2.6 Number of Aux I/O Servers and Locations

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles. The proposed CommandCentral AXS solution provides the following Aux I/O servers at the indicated locations.

Number of Aux I/O Servers	Location Name
One (1) Aux I/O Server	Tybee Island PD

1.1.2.7 Number of Logging Solutions and Locations

The proposed CommandCentral AXS solution provides the following logging solutions at the indicated locations.

Number of Logging Solutions	Location Name
One (1) 16-Channel Eventide Analog Logging Recorder Nine (9) LMR channels through 4-Wire audio from proposed APX control stations Seven (7) additional audio sources can be recorded, including 911 and administrative lines.	Tybee Island PD

1.1.2.8 Dispatch Facilities

The proposed solution provides the following upgrades to existing dispatch facilities:

- Electrical
 - One (1) 20KVA / 18KW Uninterruptible Power Supply (UPS)
 - New Breaker Panels and Raceways
 - Additional Surge Protection

1.1.2.9 Network Connectivity

The proposed solution understands that system connectivity will be achieved through the existing microwave link from the Tybee PD Water Tower to Kerry St Tower. Motorola and partners will provide the following to connect the dispatch to the microwave demarcation.

- Bundled, 24-strand single mode fiber

1.1.2.10 Subscription Agreement

A subscription service is included as part of Tybee’s CommandCentral AXS n to enhance dispatch capabilities over time. Tybee will be able to access CommandCentral AXS application software releases (typically released monthly) to enable new features and defect fixes. Some of the new features may require additional licensing.

The subscription also includes access to security patches (typically released monthly, but can be released more often if necessary). These patches cover all the console system software, including the operating system software, server management and orchestration software, web browser software, console application software, and other supporting software. Remote technical support is available via the System Support Center. The SSC will assist in troubleshooting and resolving any issues that may arise.

1.1.2.11 Control Stations

The proposed solution provides the following radios at the indicated locations:

Control Stations	Quantity	Location Name
APX 1500 7/800 MHz	Four (4)	Tybee Island PD
APX 1500 VHF	Two (2)	Tybee Island PD
APX 6500 7/800 MHz	Three (3)	Tybee Island PD
7/800 MHz Control Station Combiner	One (1)	Tybee Island PD
APX 8500 VHF/7/800 MHz	Three (3)	Mobile Command Vehicle

1.1.2.12 APX 1500 Enhanced Mobile Radio Solution

Motorola Solutions' APX 1500 Enhanced mobile radio is a budget-friendly, P25 Phase 1 and Phase 2 solution that provides seamless interoperability and extends the range of communications to keep public safety personnel connected wherever the mission takes them. With ruggedized construction



and easy installation, the APX 1500 Enhanced is designed for users who require reliable P25 functionality in a durable, compact, and cost-effective mobile radio.

Standard features and benefits of the APX 1500 Enhanced include the following:

- **P25 and Legacy Interoperability** – Unifies public works and public safety personnel so they can communicate effectively. Available in 700/800 MHz, VHF, and UHF R1 frequency bands, and is compatible with both P25 Phase 1 and Phase 2 infrastructure.
- **Ergonomic Controls** – Large, multifunctional knobs allow radio users to easily adjust talkgroup and volume settings while wearing bulky gloves. A front color display with intelligent lighting allows easier operation in all lighting conditions. The compatible O2 Control Head is easy to read and operate in all lighting conditions, as well.
- **Easy Installation** – A simplified dash mount design makes APX 1500 Enhanced installation quick and easy, fitting into the existing APX 1500 footprint so mounting holes and cables can be reused to reduce cost.
- **Ruggedized Form Factor** – Uncompromising durability and renowned quality enables the APX 1500 Enhanced to withstand wet, dusty, and hazardous conditions, with a IP56 durability rating and applicable MIL-STD 810C, D, E, F, G standards.

1.1.2.13 APX 6500 Enhanced Mobile Radio

Motorola Solutions' APX 6500 Enhanced mobile radio offers a flexible, mission-critical platform that brings reliable communications. With a lighter and more compact form factor that works within a variety of vehicle ecosystems, the APX 6500 Enhanced allow field personnel to stay in command of an incident and respond safely and efficiently with updated intelligence.



The APX 6500 Enhanced mobile is built to evolve alongside Tybee's personnel as new features and functionalities become available and operational needs change.

The APX 6500 Enhanced mobile radio offers the following key benefits:

- **Easy Installation** – Streamlines installation and reduces cost with a smaller footprint and, if necessary, the reuse of trunions.
- **P25 and Legacy Interoperability** – Unifies coordination and communication across different systems with P25 and legacy interoperability, supporting 700/800 MHz, and compatible with P25 Phase 1 and Phase 2 infrastructure.
- **Multiple Control Head Options** – Supports flexible configuration based on specific needs, with multiple control head options and different wired locations.

The APX 6500 Enhanced mobile is also compatible with the following advanced features and data applications: AES/DES Encryption and Over-the-Air Rekeying (OTAR).

1.1.2.14 APX 8500 Mobile Radio

The APX 8500 is Motorola Solutions' first all-band P25 mobile radio, created specifically for mission-critical first responders, who need to communicate across multiple frequency bands using the same device. Designed with mission-critical technology, the APX 8500 amplifies a radio user with the ability to keep the community safer than ever before.



Some of its features and benefits are identified below:

- **Multi-Band Interoperability** – The proposed APX 8500 offers multi-band interoperability with systems in 700 MHz, 800 MHz, and VHF frequency bands.
- **Control Head Option** – The proposed APX 8500 mobile radio includes the E5 control head.
- **Easy to Install** – The APX 8500's Mid-Power Model has been designed to fit into any existing Motorola XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Meet Radio Users' Needs** – The proposed APX 8500 is compatible with the following optional advanced features and data applications: Over the Air Rekeying (OTAR) and Enhanced Encryption Software Options.

1.1.3 Avtec Scout General Solution Description

1.1.3.1 Overview

Avtec Scout offers several key advantages:

- **Powerful** – Scout provides robust communication and incident response capabilities using simple, easy-to-deploy infrastructure with no solution core.
- **Flexible** – The Scout console can interface with a variety of systems both Project 25 (P25) and non-P25, and integrates into the Motorola Safety Reimagined ecosystem.

- **Scalable** – Whether serving a small area or an entire state, Avtec Scout's simple platform can easily expand to meet organizational needs.
- **Reliable** – Avtec Scout's architecture eliminates single points of failure by utilizing IP-based Voice over Internet Protocol (VoIP) and Ethernet technology to distribute solution components over network infrastructure, reducing disruptions. Scout also continues to operate during software updates and changes, simplifying scheduling. Scout unifies communications with a highly configurable interface, supported by redundant components designed to fit your workflow.



Figure 1-3: Scout Dispatch Console

Because Scout Enterprise consoles are IP-based they are not dependent on traditional backroom hardware and can be distributed anywhere within normal network topology. This allows you the flexibility to relocate and add consoles based on your needs as they evolve, without requiring a fork-lift upgrade. Each Scout seat hardware consists of a Microsoft Windows mini PC, a software IP media processor, monitor(s), audio peripherals inclusive of two speakers for Select and Unselect audio monitoring, two headset jack boxes, one desk microphone and a footswitch. The mini PC contains two digital display ports to drive the monitors, and also includes dual network ports for enhanced reliability.

The console monitor presents a graphical representation of the radio channels, telephone lines, intercoms, auxiliary I/O, menus, controls, and system resource icons to the console operator. Control of the user interface is via touchpad or any Windows compatible mouse or trackball.

Scout Enterprise makes use of the Scout Mobile configuration allowing remote consoles to use Unicast data communication to connect back to the Scout system over a wide area network (WAN) connection. In addition to Unicast communication, the Scout mobile option actively manages the data required by the console, reducing the network bandwidth requirement when compared to a multicast console.

The Scout Software Media Workstation is a software-based, space-saving alternative to the hardware audio package. The Software Media Workstation runs as a service on the Scout Console PC and does not require any additional hardware. The software is a configurable

component of the console position and uses USB plug and play device assignment to simplify setup and installation. The Software Media Workstation allows a maximum of 8 concurrent channels. The Media Workstation receives and transmits all audio via Ethernet-based Internet Protocol packets and supports multiple compression algorithms and codecs.

Scout console positions support free-seating and enable full access to all communication endpoints within the system. Access to endpoints is provided by login and screen configuration enabling individual screen design for the respective needs of each dispatch discipline required by the customer. The screens can be associated with the physical console position or may be configured to follow a Dispatcher login credential.

Each console position is licensed to include an integrated Instant Recall Recorder (IRR). The IRR allows the recording of incoming and outgoing audio without the use of an external audio recording device. The IRR performs simultaneous record and play back functions on active lines. If multiple lines are in an active state, the IRR records the lines as separate instances and displays them individually.

1.1.3.2 Scout Console Models

Scout dispatch consoles are available in multiple models that tailor channel capacity to different user roles. Motorola is proposing a license package sized to meet the needs of your organization. Each Scout model is interoperable with the others, making it simple to provide users with the features they need and increase capacity as needed over time.

1.1.3.3 Scout User Interface

Each Scout console includes a highly configurable and user friendly GUI that offers quick access to vital communications features. The console screen displays selectable virtual buttons called “pads,” which dispatchers can use to answer calls, select functions, and open different interface screens.



Figure 1-4: Sample Scout User Interface Configurations

Every aspect of the Scout interface is configurable, tailored to dispatchers' workflows. The Scout System Administrator can change window sizes, web browser objects, map backgrounds, buttons, colors, fonts, and icons to meet operational needs. The Interface configuration can also vary or be identical across dispatch positions, and chosen by the operator via Communication Landscape (CommScape) function. The Scout interface can even be modeled on legacy layouts to help reduce dispatcher training time.

1.1.3.4 Console Capabilities

Dispatchers will be able to access a suite of capabilities in Scout, helping them to efficiently handle calls, send messages, and respond to incidents. The following sections describe these features.

Call Handling

Dispatchers can communicate with other console and radio users individually or as a group. Group calls can be set up for a variety of sizes, ranging from single users to every user on the system. Dispatchers can use broadcast calls to make one-way announcements, efficiently communicating vital information to multiple users.

Caller Information

Scout displays call information to provide context, informing dispatchers of a caller's identity using their PTT-ID or alphanumeric ANI alias.

Safety

Scout includes features to help dispatchers verify a user's safety and detect emergencies. Dispatchers can check the operational status of a radio and monitor its audio to determine their current situation. If needed, radio monitoring can be activated discreetly, showing no visible indication on the radio that it is being monitored. If a user presses the emergency button on their radio, Scout sends an alert to dispatchers and enters emergency mode.

In emergency mode, Scout prioritizes calls from the user who triggered the emergency so that dispatchers can remain in contact without disruption. This emergency state remains active until deactivated by a dispatcher.

To prevent potential security threats from lost or stolen dispatchers can use Scout to remotely disable them until they are recovered.

Logging and History Tracking

Scout can record both inbound and outbound audio in its integrated Instant Recall Recorder (IRR), and interface with a variety of external logging recorders for longer term audio storage. In addition to call audio, Scout logs user activity and system messages for later reference. Each time a dispatcher takes an action, Scout records the action and any associated metadata, such as when the action took place. Scout also logs any messages generated by errors and automatic system actions, including a timestamp and message ID.

Security and Encryption

Scout dispatch consoles offer several layers of password protection, securing access to communications. If set up by administrators, Scout only provides access to personnel with necessary credentials.

Dispatchers can secure their communications in Scout using software-based AES and DES encryption to prevent potential eavesdroppers from listening in. They can dynamically change encryption methods and keys within Scout, making it easy to adapt their security posture.

Scout system administrators can manage available encryption keys using the Encryption Key Manager, which can load multiple encryption key sets. The Scout System Administrator

can manually enter encryption keys for multiple encryption methods, and also load encryption keys into the Encryption Key Manager using supported Key Fill Devices.

1.1.3.5 Scout Enterprise Console Operator Position

Each Scout console position consists of Scout software on a standard computer, a media workstation, and dispatching peripherals. Scout supports commercial-off-the-shelf (COTS) computers and peripherals, simplifying procurement and configuration, reducing maintenance, and lowering life-cycle costs. Scout console software runs on a Windows 10 computer with any compatible pointing device or an LCD touchscreen. Scout Dispatch solution positions will include the following components:

- Scout Software Media Workstation – This software-based workstation integrates with the Avtec Scout console on one PC, making deployment simple and compact. The console software handles audio processing, such as patching, transcoding, gain control, and mixing. Peripherals are connected via USB.
- Desktop Speakers – Compact and easily stackable speakers that provide Select and Unselect audio.
- Jack Box – A connector peripheral that provides a standard PJ327 jack for 4W/6W handsets and headsets, with a volume control and mute-indication LED.
- Desktop Microphone – Includes a sturdy weighted base, a large button for PTT, a smaller button for Continuous Tone-Coded Subaudible Squelch (CTCSS), and a flexible neck. The profile helps prevent dispatchers from engaging PTT accidentally.
- Laptop Computer (PC) – The computer that hosts the position’s Scout console software. Includes the Windows 10 operating system.

1.1.3.6 System Integration

The main connection component is the Scout Voice Over IP Protocol Gateway (VPGate™), which will interface Scout consoles using standard IP transport infrastructure to exchange data and an endpoint registration component to direct communications traffic.

The following diagram illustrates the connection between the Scout console subsystem and the communications system.

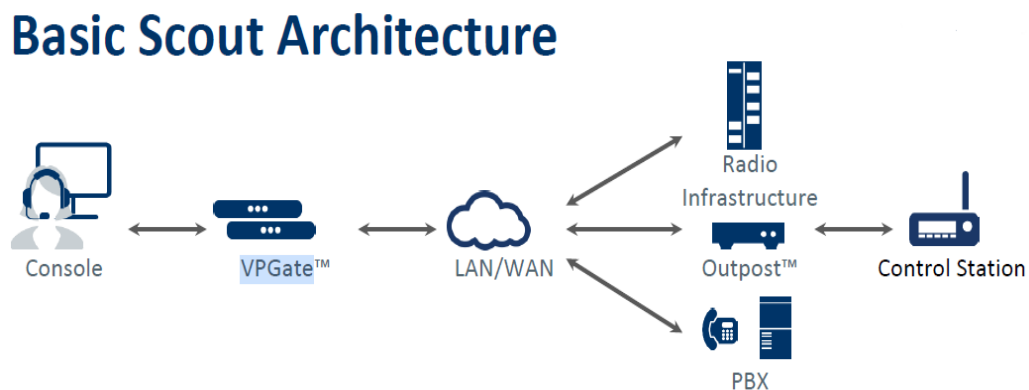


Figure 1-5: Scout Connection Diagram

Voice Over IP Protocol Gateway

VPGate translates VoIP traffic and open and proprietary communication protocols from Scout into the data formats used by connected endpoints like radio base stations, telephone lines, and radio groups. Interfaces to specific endpoints can be added or removed from VPGate, tailoring its connections to incorporate customer specific endpoints.

IP Transport Infrastructure

The Scout solution relies on standard IP transport infrastructure to exchange data between VPGate and the customer provided communications network, requiring no external controllers or vocoders.

To reduce latency and improve Quality of Service, administrators can configure the IP transport infrastructure tying the systems together to give priority to voice communication packets. Scout uses separate Differentiated Services values to change the priority for audio and control packets exchanged between Scout consoles and other network components.

Additional Connection Capabilities

Scout dispatch consoles can access several connection features to expand their capabilities and improve their efficiency. The following features are included in this proposal:

- **Scout Outpost** – A solid-state embedded IP controller that interfaces analog radio equipment to the Scout console subsystem IP network. The Outpost converts audio coming from the radio to packet voice and sends it to the console. In reverse, it takes packet voice from the console, converts it to analog audio, and sends it to the radio. The Outpost is used by Scout to change channels on analog or control station interfaces. For analog, a 4-wire Tone Remote Control method may be configured using function tones to change channels or a 4-wire local E&M interface may be used. For the E&M interface, binary pins are used to control the channel changing. The Outpost allows for up to 32 channels to be accessible in this fashion. Advanced control stations pass data from the VPGate through the Outpost into a proprietary serial port on the radio. Changing channels on the radio are done via data packets instead of an analog method. Outpost works in conjunction with VPGate to provide interoperability with analog endpoint devices from various manufacturers. Outpost supports in Cabinet Repeat, which allows Outpost to treat an ordinary base station as a repeater.

1.1.3.7 Scout Console Management

System administrators can configure Scout console functions over the network using the Scout Manager tool. With Scout Manager, Scout system administrator can configure console functions and screen layout for multiple or individual dispatchers. This software application runs on Windows 10, Windows Server 2012 R2 Update 1, or Windows Server 2016, saving configuration data to SQL databases and standard XML files.

In addition to Scout Manager, the Scout solution provides administrators with detailed system status and behavior information, including audio diagnostics, console states, and component health, through the Scout Central Distributor (SCD). The SCD also creates log files for each major subsystem supporting deeper diagnostic analysis. For external alerting, Scout sends Simple Network Management Protocol (SNMP) alarm and event messages to as many as four SNMP managers, viewable through an integrated management console.

The SCD also houses solution security settings. Administrators can manage user access profiles in the SCD, serving as a central security infrastructure. Both Scout Manager and SCD tools are secured by credentialed login to prevent unauthorized configuration changes.

1.2 STATEMENT OF WORK

Motorola is proposing to City of Tybee Island the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Tybee Island PD	Three (3) AXS dispatch console positions with backroom equipment.
Mobile Command Vehicle	Two (2) Avtec Scout console positions with outposts.

The document delineates the general responsibilities between Motorola and the City of Tybee Island as agreed to by contract.

Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola-supplied equipment described above.
- Schedule the implementation in agreement with the City of Tybee Island.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the City of Tybee Island with the appropriate system interconnect specifications.

The City of Tybee Island Responsibilities

The City of Tybee Island will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for the City of Tybee Island include the following:

- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide 911 and administrative lines for integration with proposed logging recorder.
- Provide external paging encoders for integration with proposed AXS consoles.
- Provide required system interconnections.
 - Microwave link between Tybee Water Tower and Kerry St with recommended available throughput of 10 Mbps, and 99.9999% availability.
 - Secure government grade internet WAN connection to MSI Cloud Software Hub (CSB). Recommended throughput and availability are customer preference for speed of AXS cluster updates for average file sizes of 15GBytes.
 - Command Vehicle Wireless Ethernet access - 802.11ac recommended.
- The City of Tybee Island will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all the City of Tybee Island vendors or other contractors.

Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56. Proposed equipment requires space for one (1) 8-foot x19-inch rack space and one (1) tower UPS at fixed dispatch. Mobile dispatch positions require 7 RU equipment rack space, excluding mobile radios.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications, outside those proposed, are the responsibility of the City of Tybee Island.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Tybee Island.
- The proposed dispatch site will use the existing microwave connectivity from the Tybee Island water tower to Kerry St. Tybee Island will provide connectivity from the PD backroom to the water tower microwave.
- The proposed 7/800 control stations and control station combiner will use existing control station antennas installed at the City of Tybee Island PD.
- Console OTEK will be supported by the City of Savanna KMF located at the SEGARRN core CEN.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

1.3 ONSITE INFRASTRUCTURE RESPONSE WITH LOCAL DISPATCH

A Servicer (“Servicer”) designated by Motorola Solutions will provide on-site infrastructure response for the Customer. The Customer will be responsible for contacting the Servicer to dispatch service personnel.

This Statement of Work (“SOW”), including all of its subsections and attachments, is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and the customer (“Customer”).

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions’ [Software Support Policy \(“SwSP”\)](#).

On-site Infrastructure Response may also be referred to as On-site Support.

1.4 DESCRIPTION OF SERVICES

When called by the Customer’s dispatch personnel, a Servicer will respond to the Customer’s location.

1.5 INCLUSIONS

This service is provided for Motorola Solutions-sold infrastructure.

1.6 MOTOROLA SOLUTIONS SERVICER RESPONSIBILITIES

- Receive service requests.
- Assign and dispatch field service technician, and provide their estimated time of arrival (“ETA”) to the Customer. Servicer will perform the following on-site:
 - Run diagnostics on the infrastructure component.
 - Replace defective infrastructure component, as supplied by the Customer.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer’s premises.
- Verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
- Provide the service ticket document to the Customer, when requested. Service ticket documents should include the following:
 - Resolution actions.
 - Defective infrastructure or part number (model #) serviced.

1.7 CUSTOMER RESPONSIBILITIES

- Contact Servicer, as necessary, to request service.
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions’ Servicer to open an incident.
- Allow Servicer field service technician access to equipment.
- Supply infrastructure spare or Field Replacement Units (“FRU”), as applicable, in order for Servicer to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- Contact Servicer if a response time goal has elapsed.
- Respond to Servicer’s request to verify restoration within twenty minutes.
- Cooperate with Motorola Solutions’ Servicer and perform reasonable or necessary acts to enable Motorola Solutions and Servicer to provide these services.

1.8 EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

- Tybee Island PD
 - Two (2) AXS Server Clusters
 - ◆ One (1) Production Cluster with Three (3) Servers
 - ◆ One (1) Non-production Cluster with Three (3) Servers
 - ◆ One (1) KVM Switch
 - Three (3) AXS Dispatch Clients (each with the following):
 - ◆ One (1) CCHub
 - ◆ One (1) Monitor
 - ◆ Two (2) Speakers
 - ◆ Two (2) Headsets
 - ◆ One (1) Desk Microphone
 - ◆ One (1) Footswitch
 - ◆ Instant Recall Recorder
 - One (1) Control Room Firewall
 - Two (2) Site Switches
 - Two (2) Site Routers
 - Two (2) Backhaul Switches
 - One (1) Conventional Channel Gateway
 - One (1) Conventional Site Controller
 - One (1) Aux I/O Server
 - Three (3) APX 6500 Control Stations
 - Six (6) APX 1500 Control Stations
 - One (1) Control Station Combiner
 - One (1) Equipment Rack
 - One (1) 20KVA Uninterruptible Power Supply (UPS)
 - One (1) 24-Channel Eventide Logging Recorder
- Mobile Dispatch Positions
 - Two (2) Avtec Scout Console (each with the following)
 - ◆ One (1) Console Laptop
 - ◆ Two (2) Speakers
 - ◆ Two (2) Headsets
 - ◆ One (1) Desk Microphone
 - ◆ One (1) Footswitch
 - Two (2) VPGates
 - Two (2) Outposts
 - One (1) Managed Switch
 - Three (3) APX 8500 Control Stations

SECTION 2

VESTA

INTRODUCTION

Motorola Solutions is proud to present the VESTA® 9-1-1 call handling solution in response to Tybee Island request. Motorola Solutions has included the following options for consideration:

- VESTA® CommandPost
- CommandCentral Cloud Base Services – Citizen Input and Smart Transcription
- Cybersecurity – Managed Detection and Response Services

Motorola Solutions redesigned its industry leading 9-1-1 call handling platform from the ground up to specifically accommodate future emergency call handling formats. Our VESTA 9-1-1 solution is that Next Generation 9-1-1 (NG9-1-1) platform. Already selected by over 2500 agencies, the VESTA solution was designed to handle IP communications including Wireline, Wireless, VoIP, TDD/ TTY, SMS/Text.

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP's increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

VESTA 9-1-1 is designed to meet emerging 9-1-1 technology and has evolved with the introduction of CommandCentral cloud-based services to accept additional technologies while maintaining our reputation for reliability and ease of use. The cloud-based services integrate with the existing VESTA 9-1-1 solution and provides visual content including photos and real-time video and real-time transcription of call audio.

Motorola Solutions offers a trusted, comprehensive suite of cybersecurity solutions to cost-effectively reduce risk and allow customers to focus on their mission instead of security. As cyber attacks become more frequent and sophisticated, and mission-critical communications systems become interconnected to other IP-based systems, prevention and proactive risk management are critical. In addition, finding and retaining qualified cybersecurity professionals is more challenging than ever. As a result, Public Safety Answering Points (PSAPs) must consider next-generation cybersecurity solutions to better detect and defend against advanced threats. Having security elements like antivirus, firewalls or unmonitored intrusion detection systems inspecting traffic is no longer enough. A cyber attack can not only bring your system down — it can also cost you millions of dollars in remediation, along with lost trust and damage to your reputation. Managed Detection and Response and Strategic Threat Intelligence are all part of the managed security services options we have purpose built for VESTA 9-1-1 direct customers.

The VESTA 9-1-1 solutions are designed to meet growing community needs and emerging 9-1-1 technology. Tybee Island is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By

selecting Motorola Solutions, Tybee Island can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions and selecting the highest possible level of service to the visitors, citizens, and public safety professionals of their region.



1.1 KEY SYSTEM CAPABILITIES AND ADVANTAGES

The VESTA solution provides many significant advantages. Listed below are highlights of a few of the many unique standout capabilities of the VESTA 9-1-1 solution.

- **Operating Systems** – Microsoft Windows 10 professional (64-bit), CentOS 4.9 (MDS), CentOS 6.5 (ASN), CentOS 7.2 (CFS), Windows Server 2012 R2 and VMware Hypervisor ESxi 6.0 Update 2.
- **Database** – The VESTA Analytics MIS uses Microsoft SQL Server Analysis Services (SSAS) – A database structure has been implemented that enables more efficient reporting and scalability for adding additional capabilities in the future as required.
- **Telecommunications** – Motorola Solutions provides as a standard component, an industry-leading soft-switch packaged with Media Gateway's from AudioCodes, which provides traditional telecom interfaces to the PSTN and Legacy CAMA interfaces as well as general administrative capabilities. The ESInet Interface Module (EIM) interface also provides emerging i3 Next Generation connectivity. The system is highly configurable to support 9-1-1, emergency, non-emergency and administrative telephony needs.
- **Call Handling Functions** – The VESTA 9-1-1 solution call handling functions are very robust and include, multiple party conferencing, single button transfers, extensive dial directory, ALI displayed on the screen layout and/or IP telephone (if equipped), silent monitoring, barge-in, abandoned call management, pocket dialing call prevention, queue activity display and much more.

- **Sound Arbitration Module** – Traditional headset and handset interfaces are provided via the Sound Arbitration Module (SAM) unit. The SAM unit is comprised of the module itself, a headset/handset unit, an external speaker for system audio, and up to three jackboxes (console user, supervisor, and trainer). This provides all necessary analog interconnections for managing Call Taker/Dispatcher handsets/headsets, radio system integration and digital logging recorder outputs.
- **Notifications** – Another advantage of the integrated VESTA 9-1-1 deployment is the emergency notifications system. This system delivers critical information via phone, pager, fax, email, TTY and SMS text messaging. It can transfer notification recipients or inbound callers to a conference bridge, live operator, help desk or other phone lines. Authorized users can modify contacts, prepare messages and assess results, easily managing communications.
- **Call Recording** – The VESTA 9-1-1 solution provides a short term recording capability for emergency, administrative and radio calls. The system records and stores all 9-1-1 calls for IRR purposes at each workstation. All call recordings are made available for playback from the console layout screen.
- **Architecture** - The system's components (such as servers and consoles) can operate on a Wide Area Network (WAN) and can support various deployment architectures, such as multi-site centralized, dual-site distributed, single-site centralized, and multi-site distributed. The system is deployed in a redundant configuration thus providing a High Availability (HA) architecture for centralization and integration of server applications. Firewalls are used on the system to terminate VPNs and to allow remote access to the site(s). Also, SMS and EIM interfaces are supported via Firewalls. In all deployments, a ruggedized laptop (CommandPOST) can provide remote emergency call handling functions outside an emergency call center.
- **COTS Design** – Motorola Solutions is committed to utilizing off-the-shelf, yet highly configurable hardware solutions that eliminate costly implementations and excessive maintenance costs. VESTA 9-1-1 standardizes with Cisco networking switches, HP workstation computer hardware, HP HA Servers, AudioCodes Gateways and Mitel Enhanced IP telephones.
- **Implementation** – Single and/or hosted solution deployments are available. The system may be installed and serviced by Motorola Solutions. Customer agencies may also be trained to maintain the system if desired.
- **Ease of Use** – The VESTA 9-1-1 system offers the most intuitive, flexible and easy-to-use graphical interface available in the Public Safety industry today. Thus, providing significant time and cost savings in training new personnel.
- **Support** – Motorola Solutions provide quality, around-the-clock customer service with remote monitoring, patch management, anti-virus and disaster recovery options. At any time, day or night, a member of our highly skilled service team is available to assist customers with any questions or concerns.

1.2 ENHANCEMENTS VESTA 9-1-1 BRINGS TO THE PSAP

Our systems refine and enhance workflow, while easing many of the issues commonly found in today's PSAPs and dispatch centers. The following address the issues core to the VESTA 9-1-1 platform:

- **Customization** – At the heart of this unified geospatial multimedia platform is a configurable desktop User Interface (UI) that gives Call Takers a richer, more intuitive user experience. The UI hosts multiple layouts and workflows to manage voice calls and integrated Text-to-9-1-1 messages.

- **Full Voice and Text-to-9-1-1 Call Detail** – A Queue Display on the UI shows voice and Text-to-9-1-1 queues and their related data. This includes the number of agents logged in, their status, and the number of calls in queue and average wait times. Thresholds can be set, with visual and audible alerts configured at three levels (High, Medium, and Low).
- **Cost-Effective Scalability** – The VESTA 9-1-1 solution serves PSAPs with 2 to 250 Call Takers, delivering cost-effective scalability as needs change. Its flexible, open architecture sustains single-site installations and geo-diverse, multi-site and multi-agency deployments.
- **Enhances PSAP Productivity** – The Pocket Dial Filter reduces Call Taker’s workloads by filtering out “pocket dial” calls made by wireless callers. This allows Call Takers to focus on handling true emergency calls.
- **Workflow** – PSAP supervisors quickly adapt to changing operational requirements by configuring applications, information and workflows for each Call Taker role assignment. Between this centralized administration and the ability to partition resources and users into agencies, 9-1-1 budget owners also have leverage for investment consolidation.
- **Internet Protocol for Robust Functionality** – The VESTA 9-1-1 solution’s purpose-built Internet Protocol (IP) soft switch delivers uninterrupted SIP telephony. This includes IP voice support on i3 Emergency Services IP networks (ESInets), using Request for Assistance Interface (RFAI) protocol. It also supplies advanced telephony functions like Automatic Call Distribution (ACD) and dynamic conferencing.
- **Reliability** – High availability; no single point of failure with robust server connectivity recovery and accurate server connectivity status reporting. Optional geo-redundant host deployment. Redundant connections at remotes, plus support for dual networks at the workstation(s). Optional Local Survivability functionality that gives remote sites the ability to continue to take calls when connection to the host(s) sites is lost.
- **Long Term Investment** – Open, distributed IP architecture. Native ESInet connectivity. Standards compliant (NENA i3). Forward migration path to NG9-1-1 with this integrated, geospatial multimedia platform.

VESTA 9-1-1 is an integral part of Motorola Solutions' end-to-end Public Safety Software Enterprise driving the integration of a complete Command Center suite. From answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes. Learn more about [Motorola Solutions'](#) wide-ranging product portfolio.



SECTION 2

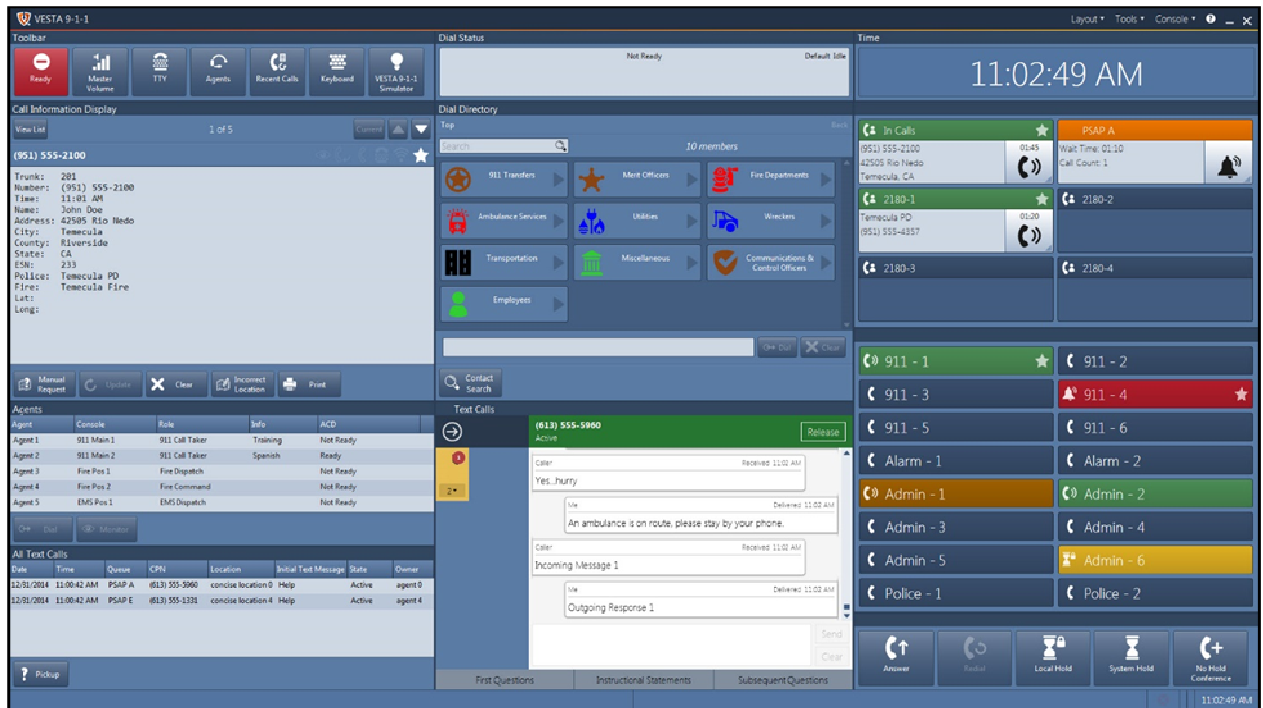
SOLUTION DESCRIPTION

2.1 VESTA 9-1-1 CALL HANDLING

The VESTA 9-1-1 Call Taking solution is a Next Generation 9-1-1, National Emergency Number Association (NENA), i3-based call processing system for advanced call centers seeking scalability and flexibility in their call handling, along with maximum system availability. Our state-of-the-art solution is modernizing the integration of Next Generation 9-1-1 (NG9-1-1) call handling, short message service (SMS), geographic information system (GIS) and the management information systems (MIS).

The VESTA 9-1-1 solution is built on a VoIP - IETF SIP architecture and is ready for NG9-1-1 deployment while supporting legacy E9-1-1 technologies as well. The call handling software application manages the receipt of emergency (and administrative) calls and seamlessly distributes them to Call Takers for disposition via the best user friendly GUI interface in the public safety industry.

Built for both today and tomorrow, the VESTA 9-1-1 solution offers a cost-effective i3-based solution today that will protect municipal investments as NENA develops and launches new standards for the NG9-1-1 Public Safety Answering Points (PSAP). These standards include higher interoperation between networks, PSAP applications and the call processing platform, resulting in significant improvements in efficiency and emergency response of all agencies involved. Motorola Solutions as an industry leader, is actively involved in NENA ICE to develop and understand these standards; and to ensure our products evolve as the Next Generation paradigm takes shape.



Fully Configurable VESTA 9-1-1 Solution

2.2 SUMMARY OF OFFER

The proposal includes a comprehensive NG9-1-1 Call Handling solution for one PSAP location.

The configuration proposed is based on information provided by Tybee Island during a review of system requirements. Any changes in the proposed system or equipment will require a change order, which may incur additional costs.

Tybee Island, GA

- (3) Call Taker position(s) with single 24-inch LED monitor(s), VESTA 9-1-1 Advanced Operations license
 - At each position:
 - 24-key Genovation keypad with 12ft cable
 - Sound Arbitration Unit (SAM) with Speaker Kit
 - Handset and Cord
 - VESTA® 9-1-1 IRR per seat license
 - VESTA® 9-1-1 Analytics Lite per seat license
- VESTA® SMS - integrated Text-To-9-1-1 services – customer is responsible for TCC services and network charges
- RapidSOS Integration via the Enhanced Dial Data Window
- (16) CAMA Trunks
- (16) FXO ports

Solution Description



- MIS - Call management and reporting system
 - VESTA® Analytics Lite Media 3.6
 - ◆ (1) Analytics Lite User License
- Time Synchronization NetClock and Antenna Kit
- VESTA Aware Map for 9-1-1
 - (3) 24" Monitors
 - (3) Aware System IMP
- System Spares

Training provided

- VESTA 9-1-1 Agent
- VESTA 9-1-1 Admin for Standard
- E-Learning VESTA Analytics Lite Training
- E-Learning VESTA 9-1-1 SMS Agent Delta
- E-Learning VESTA 9-1-1 SMS Admin Delta

Customer Provided Hardware

- Administrative Printer
- Text Control Center (TCC) Provider service and network charges and any required 3rd party hardware

Optional Features

- (2) VESTA® CommandPOST – portable laptop position, docking station, 24-inch monitor, keyboard and mouse, 24-key Genovation keypad, Sound Arbitration Unit (SAM) with Speaker Kit, VESTA 9-1-1 Advanced Enhanced Operations License
 - VESTA® 9-1-1 IRR per laptop license
 - VESTA® Analytics lite per laptop license
 - CommandPOST User Training
 - VESTA Aware Map for 911
 - ◆ (2) 24" Monitors
 - ◆ (2) 8GB RAM for Zbook
- CommandCentral Cloud Services Citizen Input and Smart Transcription
 - (10) Named User Subscriptions for (3) Positions
- Cybersecurity Services for VESTA 9-1-1
 - Managed Detection and Response

System-wide

- Tybee Island-wide data collection and reporting services on all 9-1-1 transactions
- System and component level monitoring, alarming, diagnostics and reporting services
- Basic GIS management services to support the VESTA Map implementation
- All-inclusive software support, updates, and upgrades for the contract term
- 24/7/365 help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of systems for contract term

Solution Description



Item #24.

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SECTION 3

PRODUCT DESCRIPTION

The product description gives an overview of the features and benefits of VESTA 9-1-1. Some of these features are optional. Please refer to the Summary of Offer section listing features and functions that are included in this bid. Contact your sales professional if you have any questions.

3.1 VESTA® 9-1-1

The VESTA 9-1-1 call handling solution is a mission-critical call management and response solution that is a NENA compliant, IETF standards-based, IP-centric implementation. In essence, the VESTA 9-1-1 solution:

- Is a 9-1-1 ANI/ALI controller providing voice management and data (ALI) retrieval
- Supports all of the standard telephony interfaces to simplify integration into existing telephony networks.
- Engineered to ensure that there is essentially no single point of failure, i.e. most of the hardware is duplicated within the system to ensure redundancy.

Below is a description of the **minimum** hardware components for a VESTA 9-1-1 system being shipped are as follows:

- Servers running Media Distribution Services (MDS)
- Servers running Data Distribution Services (DDS)
- FXS (Foreign eXchange Subscriber) gateways
- FXO (Foreign eXchange Office) gateways
- Managed Ethernet switches
- Firewall security appliance with VPN capability
- VESTA 9-1-1 workstations to manage and process incoming mission critical calls
- Supported interfaces include:
 - Analog 9-1-1 CAMA (wireline and wireless) trunks used only for incoming emergency calls
 - Administrative lines – Centrex, CLID, POTS
 - Feature Group D (FGD)
 - Ring-down lines: wet (battery provided by CO) and dry (battery seen by the CO)
 - Digital interfaces: T1 and PRI
 - Automatic Location Identification (ALI) to identify caller information
 - CAD interface
 - VoIP 9-1-1 interfaces using NENA I3 or Intrado RFAI protocol

Specific features may or may not be available based on the options, call flow configurations and command assignments at the VESTA 9-1-1 workstations. Additionally, some features

listed above represent integration with other third party products that may not form part of the solution; these are denoted for reference purposes.

3.1.1 Servers

Media Distribution Services (MDS)

The VESTA 9-1-1 MDS are the software-based call-processing component of the VESTA 9-1-1 solution. The software extends telephony features and functions to packet telephony network devices such as VESTA 9-1-1 workstations and IP phones.

MDS servers provide the following feature/functionality:

- Support for 9-1-1 and Admin queues
- ACD schemes (Longest idle, Ring all, Circular and Linear)
- Conferencing, transfer, and call overflow capabilities
- Administrative phone features and services
- Auto attendant features
- Voice mail

MDS servers are always implemented in pairs and operate in an Active/Standby mode.

Data Distribution Services (DDS)

The VESTA 9-1-1 DDS provides advanced 9-1-1 call data handling and system monitoring services.

DDS servers provide the following feature/functionality:

- Retrieve and extract ALI from ALI databases, perform ALI rebids
- Interfaces to CAD (Computer Aided Dispatch) systems
- Manages the transfer of call details to remote agencies
- System activity events and logs for tracking, alarming and historical reporting
- Management of overall system resources
- A client applications software distribution mechanism for VESTA 9-1-1 workstations, VESTA™ Analytics MIS solution, and Activity View management application
- Real-time CDR (Call Detail Record) printing

DDS servers are always implemented in pairs and operate in an Active/Standby mode.

Advanced Services Node (ASN)

The Advanced Services Nodes (ASNs) are equipped to extend the functionality of the VESTA 9-1-1 system. These are deployed virtual machines, which may be hosted on the System Hypervisor servers or on a separate pair of Hypervisor servers.

The ASNs provide the following functionality:

- Support direct-connect capability for delivery of SMS/text calls utilizing MSRP protocol.
- Provide additional tools for training purposes. This includes simulators for:

- Generating SMS/text calls
- Generating simulated voice calls
- Provide additional tools for diagnostic and configuration of the ASN.
ASNs are always implemented in pairs and operate in an Active/Active mode.

Virtualized Servers

The MDS, DDS and other peripheral servers may be implemented as virtual machines (VM's) on one or more physical servers. This approach reduces the amount of back-room equipment, lowers power consumption and reduces thermal loading in the equipment room. VM's also provide greater flexibility for future software upgrades, since the operating system and client software are now independent of the server hardware. Virtual servers are normally equipped with:

- Six-core Xenon CPU's (minimum)
- 12 GB of RAM (minimum)
- Multiple disk drives in a minimum RAID 5 configuration
- Multiple 10/100/1000 NIC's
- Dual power supplies



Virtualized Server

3.1.2 Gateways

The VESTA 9-1-1 solution supports various gateways to interface to traditional (non-IP) telephone systems. Gateways convert non-VoIP circuits to standard, SIP-based VoIP.

Foreign Exchange Subscriber (FXS)

FXS gateways support the following interfaces:

- 2-wire CAMA 9-1-1 trunks
- "Dry" ring-down circuits
- Analog stations
- FAX machines/modems
- Web-based Graphical User Interface (GUI) for configuration

Foreign Exchange Office (FXO)

FXO gateways provide the following functionality and interfaces:

- Loop-start CO lines
- Ground-start CO lines (M1K FXO GS modules only)
- “Wet” ring-down circuits
- Direct Inward Dialing (DID) circuits to specific endpoints (phone sets)
- Web-based GUI for configuration

Mediant 1000 (M1K)

Mediant 1000 gateway chassis provides six expansion slots which can be equipped with any combination of FXO, FXS and/or T1/PRI interface modules. The Mediant 1000 chassis is also equipped with redundant power supplies and dual network interfaces (NICs).

The following features and circuit types are supported on these gateways:

- Interface to 2-wire analog CAMA 9-1-1 trunks
- Interface to 2-wire loop start administrative lines
- Interface to 2-wire ground-start administrative lines (requires GS FXO module)
- Interface to either dry or wet ring-down lines
- Interface to standard T1/E1 circuits*
- Interface to standard ISDN-PRI circuits*
- Web-based GUI for configuration and management

*A maximum of four digital circuits may be equipped per M1K chassis (pre R6.0) or up to six (R6.x and later, with firmware upgrade).

3.1.3 Remote CAD Port Servers

In virtualized and/or geo-diverse hosts and/or remote PSAPs, RS232 Port Servers RS- 232-to-IP devices are deployed to extend serial CAD ports to the remote location.

These devices provide the following features:

- Four RS-232 ports per unit
- Each unit may communicate with multiple DDS servers
- Web-based GUI for configuration

For each PSAP equipped with a CAD interface, one set of the following will also be provided to allow for CAD port redundancy:

- Blackbox TL601A-R2 port arbitrator
- Blackbox TL159A-R4 8-port data sharing unit

3.1.4 Networking

The VESTA 9-1-1 system requires specific network capabilities in order to operate correctly.

Depending upon the price/performance desired by the customer, different managed network switches in 24- or 48-port configurations may be quoted. These are typically from either HP

or Cisco. Network switches may be either standard or Power over Ethernet (PoE) versions, depending on the configuration required.

3.1.5 Printing

The VESTA 9-1-1 system may be equipped with a variety of printers, depending upon the specific customer requirements. Printers may be either locally connected (to a workstation or server) or connected to the VESTA 9-1-1 LAN utilizing either an internal or external network interface.

Note: Tybee Island to provide Printers

3.1.6 Workstations

The workstation uses a mini PC providing users with full functionality and power in a space saving design. The clean and compact design allows for flexible deployment options and is small enough to be mounted to the back of a monitor. Dual monitors are supported.



800 Mini PC for VESTA 9-1-1 Clients

Genovation Keypad

The versatile, 24-key programmable keypad can be labeled to fit specific agency needs. The non-volatile, programmable memory allows the keypad to connect to any USB port without installing resident software. The keypad is easy to program using the Windows compatible software provided. Assembled with high quality key switches, the keys are durable, yet light and easy to press.



Genovation Keypad

3.1.7 VESTA 9-1-1 Call Taking Position

The VESTA 9-1-1 call taking position provides a GUI to allow Call Takers to quickly process emergency and non-emergency calls. Depending upon the specific customer requirements, VESTA 9-1-1 call taking positions may be implemented in a variety of ways:

- Using standard tower or small form factor (SFF) workstations

Product Description



- With one or more widescreen monitors. Workstations support up to two monitors natively using Display Port outputs. Adapters are optionally available to support other display types (VGA, HDMI, DVI, etc.).
- With optional Integrated Instant Recall Recorder (IRR) software. IRR software can be deployed as either single-channel (telephone only) or dual-channel (telephone and radio select audio) modes.
- With one or two Network Interface Cards (NICs). When deployed with two NICs, each NIC may operate independently (connected to two different networks) or be teamed for redundancy.
- With a SAM (Sound Arbitration Module) connected to two standard 310-plug headset jack boxes, a headset/handset unit and a SAM Speaker.
- With optional Genovation 24- or 35-key programmable keypads
- With optional widescreen touch screen monitor(s)

3.1.8 VESTA SMS

The VESTA SMS solution allows VESTA 9-1-1 systems to connect directly to Text Control Centers (TCCs) using standards-based MSRP protocol for delivery of text messages directly to VESTA console users. Some of the features of the VESTA SMS solution are:

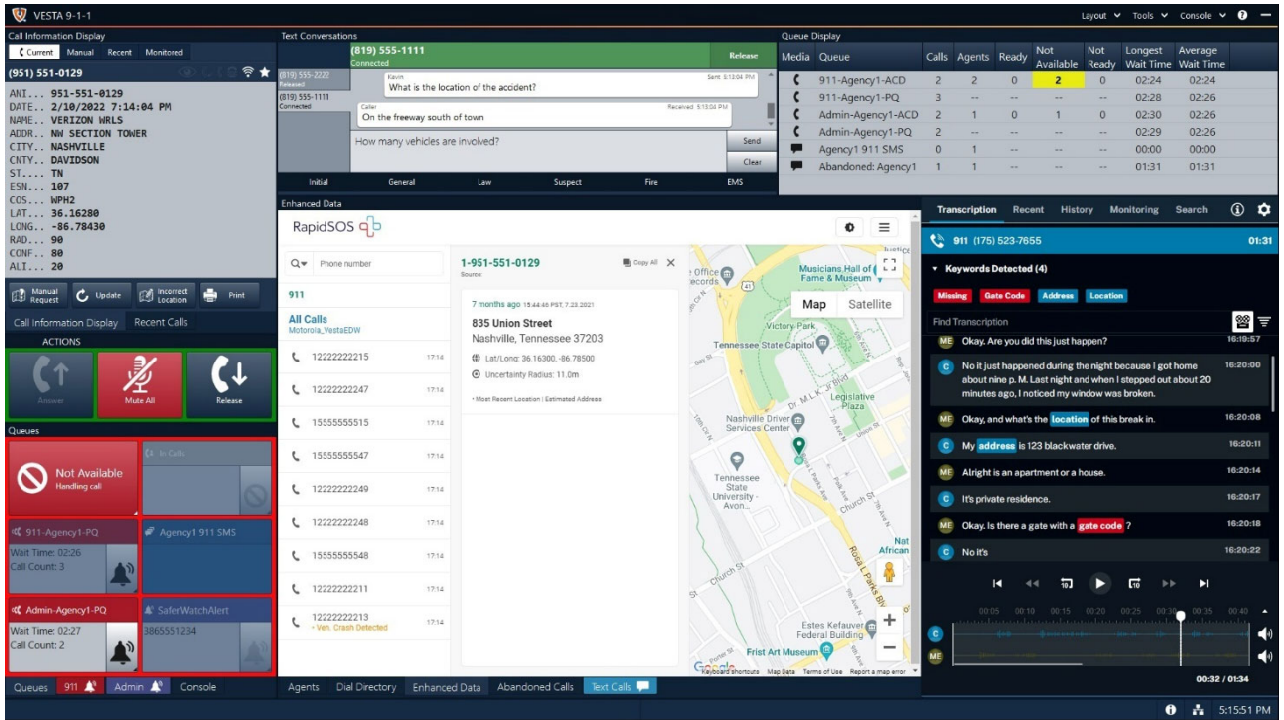
- Standards based Text-to-9-1-1 solution
- Easy and flexible to operate
- Supports multiple text queues
- Text capability may be assigned to user roles
- Allows transfer of text calls within a single multi-PSAP system

3.1.9 Enhanced Data Window

The Enhanced Data Window provides additional data content to the VESTA 9-1-1 console, which can help a Telecommunicator better assist a 9-1-1 caller.

Vesta Solutions and RapidSOS understand that every second counts in an emergency and that Telecommunicators and first responders need location accuracy to save lives. Through the integration of the RapidSOS NG911 Clearinghouse into VESTA, PSAPs now have the capability for improved situational awareness and improved decision making.

When a call comes in from an enabled smartphone, Telecommunicators will see location & enhanced data (if available) on the Enhanced Data Window in addition to the ALI on the VESTA console. The additional location data is based on Advanced Mobile Location (AML) from mobile devices.



RapidSOS Information Displays in the VESTA User Interface

3.2 DATA MANAGEMENT

3.2.1 VESTA Analytics Lite

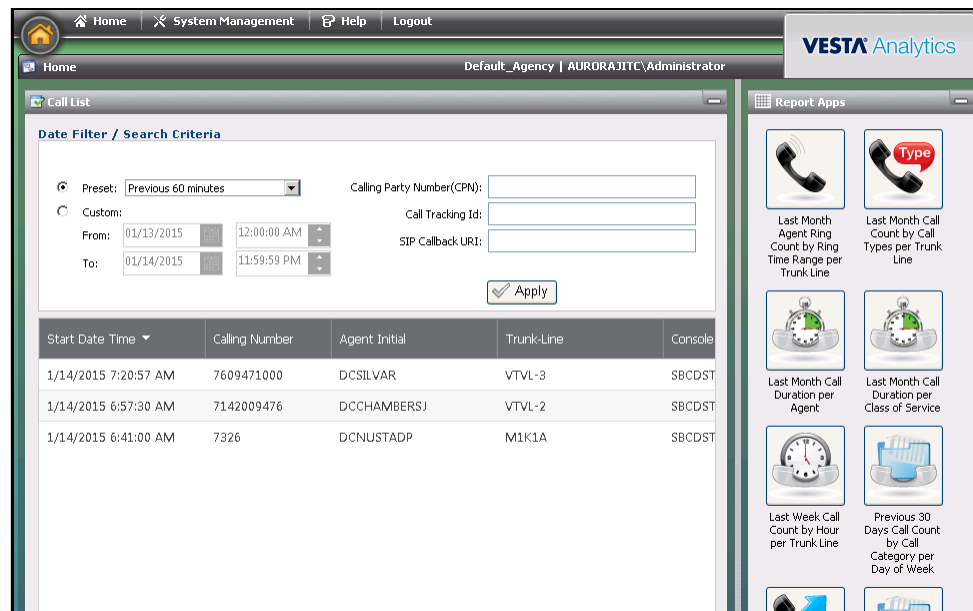
The VESTA® Analytics Lite edition is a cost-effective management information system (MIS) solution that is designed for small sites that require basic reporting. VESTA Analytics Lite includes the ability to search for a call, export a call details record (CDR), and run a small number of reports. VESTA Analytics Lite improves the ability to report near real-time information quickly for sites that have ten or fewer call-taking positions and that handle fewer than 100,000 calls each year. VESTA Analytics provides a number of new capabilities not previously existing in 9-1-1 reporting solutions that play an important role in improving efficiencies in staffing, operations, and information management.

The VESTA Analytics Lite solution offers the basic reports package – no ad-hoc or user defined reports are possible. The VESTA Analytics Lite solution is always implemented as a virtualized machine (VM) on one of the System Hypervisor servers.

VESTA Analytics Lite provides the following features:

- Call display — VESTA Analytics Lite’s Call List pane on the Home page displays call data that VESTA Analytics Lite captures from integrated systems on a near real-time basis. A simple calling party number (CPN) or date/time search can be applied to quickly find calls. Archived data can be viewed also if the archive is re-attached to SQL Server.
- Pre-defined reports — VESTA Analytics Lite provides one-click access to 9 predefined reports.
- SMS support — VESTA Analytics supports capturing and reporting on SMS sessions as a separate call type. SMS is not supported in a Federal Markets environment.

- Browser-based application — Because VESTA Analytics Lite is not installed on remote workstations, possible disruptions to call takers is eliminated. It is a server-based application that is accessed from a browser on local or remote computers.
- Automatic data purging — VESTA Analytics Lite automatically removes data after 15 months to reduce the size of the database. This ensures that sites always have access to a 15-month sliding window for running historical reports, comparing trends, and maintaining performance. The VESTA Analytics Lite data retention limits enforced through user notification and automatic purging also provide the ability for the administrator to archive older event data.
- Centralized management of VESTA Analytics Lite security — Groups, users, and permissions are automatically created when VESTA Analytics Lite is installed.



VESTA Analytics Lite Home Page

3.2.2 VESTA Analytics Front End

No dedicated client software is required to access the VESTA Analytics system. All access is performed using the Microsoft Internet Explorer 6.0 or later browser. The workstation accessing the VESTA Analytics system must:

- Have Microsoft .Net 2.0 or later software libraries installed.
- Be connected to the same network as the VESTA Analytics server or have other dedicated, secure access to the VESTA Analytics server network (VPN, etc.)
- One MS-SQL License per user accessing the VESTA Analytics MIS system is required.
- One VESTA Analytics system access license is required per user accessing the VESTA Analytics MIS system is required.

The VESTA Analytics access licenses are “concurrent usage” licenses. Users may log into the system from any workstation connected to the network as long as the number of users concurrently logged in do not exceed the number of access licenses purchased.



VESTA MIS Solution

3.3 COMMANDCENTRAL AWARE FOR 9-1-1

Motorola Solutions' CommandCentral Aware for 9-1-1 combines the callhandling solution of VESTA® 9-1-1 with the mapping capabilities of CommandCentral Aware to deliver location intelligence from one map. The unified interface offers PSAPs multiple sources of data to visually depict a situation as it unfolds to better support field personnel.

CommandCentral Aware for 9-1-1 integrations include Motorola Computer Aided Dispatch (CAD) systems and Call Handling. Users can communicate with confidence, knowing their information is hosted in the highly-secure Microsoft Azure cloud.

Software and Solution Elements

CommandCentral Aware for 9-1-1 includes the following elements:

- VESTA 9-1-1 Integration.
- Esri Integration.
- Motorola Solutions CAD Integration.
- Accuweather Integration.

3.3.1 CommandCentral Aware for 9-1-1 Features

CommandCentral Aware for 9-1-1 provides a range of capabilities, described in the sections below.

Mapping

CommandCentral Aware for 9-1-1 offers a unified interface to display locations and alerts. Users can view all location-based data on the map display to enhance decision making. CommandCentral Aware for 9-1-1 features also include the following:

- Event Monitors – View device status and location, CAD incidents, open-source data alerts, and sensors on a map. This map can consist of Esri online, Esri server, and other static map or data layers.
- Data Layer Panel – Show or hide data layers to refine the map view.
- Event Information Display – View details associated with each icon on the map.
- Historical Map – View a 90-day timeline of radio locations, CAD incidents, service requests, or emergencies. This history can be viewed in Google Earth or ESRI ArcGIS Pro.

Rules Engine

Command Central Aware’s rules engine allows users to create rule-sets to trigger actions based on event types. For example, rows in the Event Monitor can be highlighted, and sound alerts for critical CAD incidents can be customized. These visual or auditory triggers reduce the number of steps needed to support an incident.

3.3.2 CommandCentral Aware for 9-1-1 Integrations

CommandCentral Aware for 9-1-1 provides a range of integrations, described in the sections below.

VESTA 9-1-1 Integration

CommandCentral Aware for 9-1-1 integrates with VESTA 9-1-1. When a 9-1-1 call comes in, the ALI location and RapidSOS location are plotted on the CommandCentral Aware map. The integration shows key caller events, such as 9-1-1 connected calls, alongside location updates to monitor the status of wireless callers. This provides essential information to assist personnel responding to an incident.

VESTA 9-1-1 integration includes the following features:

- Authenticates 9-1-1 calls for Hybrid Enhanced Location information.
- Maps Text-to-9-1-1 calls.
- Displays links to building footprints and Automated External Defibrillator (AED) locations.

Esri Integration

ArcGIS Online Basemaps and ArcGIS World Geocoding Service are built into Command Central Aware. Sites have the ability to connect to local data through their own web map services such as ArcGIS Online or other REST services.

Motorola Computer Aided Dispatch (CAD) Integration

CommandCentral Aware for 9-1-1 integrates with CAD to provide CAD status and event monitor capabilities. The CAD status monitor allows users to see a listing of incidents (event type, location incidents, narrative, priority, status). If AVL status is reported through the CAD feed, the location of devices or units may also be displayed.

AccuWeather Integration

CommandCentral Aware for 9-1-1 includes integration with AccuWeather. This integration provides customized weather-driven services. Services include site-specific forecasts, severe-weather warnings, historical data, and custom analytics. AccuWeather also provides the following data:

- Location key for your desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.

3.3.3 Compliance

All Motorola Solutions employees with administrative access to the CommandCentral system must complete CJIS Security and Awareness training and complete a fingerprint-based background check. User activities are logged for auditing purposes.

All Motorola Solutions CommandCentral offerings are deployed in Microsoft Azure. A cloud service provider (CSP) offers a secure infrastructure to build our applications. Azure leverages a data center and network architecture that meets the requirements of the most security-sensitive organizations.

Azure's infrastructure already complies with many assurance programs. Systems built on top of the cloud infrastructure of these CSPs will receive immediate benefit for compliance requirements that affect infrastructure, physical security, or other areas that CSP bears responsibility for.

SECTION 4

OPTIONAL FEATURES

4.1 OPTIONAL VESTA COMMANDPOST

The VESTA CommandPOST call processing solution is a portable call-taking position designed to allow a call-taker to move to another location, reconnect to their host system, and begin taking 9-1-1 (with ANI/ALI) and administrative calls. All features of the traditional VESTA 9-1-1 position are preserved. In order to use Instant Recall Recording (IRR), the VESTA CommandPOST must be used with the SAM module. The VESTA CommandPOST call processing solution can connect to the host system via:

- Public Internet connection using VPN
- Private IP network with/without VPN connection
- IP satellite network with/without VPN connection

The VESTA CommandPOST typically consists of the following components:

- Hardened laptop computer (refer to hardware specification for latest model)
- SAM (Sound Arbitration Unit)
- All required cables
- Weather-resistant rolling case with cut foam liner
- Docking station (optional)
- Additional battery (optional)
- External monitor (optional)
- External mouse & keyboard (optional)



CommandPOST Ruggedized Mobile Package

4.2 OPTIONAL COMMANDCENTRAL CLOUD-BASED SERVICES

4.2.1 Citizen Input (Optional)

Offering PSAPs experience with cloud-based services in a flexible yet controlled environment, Citizen Input can be deployed with current CPE platforms extending capabilities with no impact to call handling functionality. Citizen Input allows a citizen to send video, photographs and data to the PSAP enhancing operations and improving call handling efficiency.

Citizen Input requires VESTA 9-1-1, Release 7.2 and above and a FortiGate 60E Firewall for each PSAP using the service.

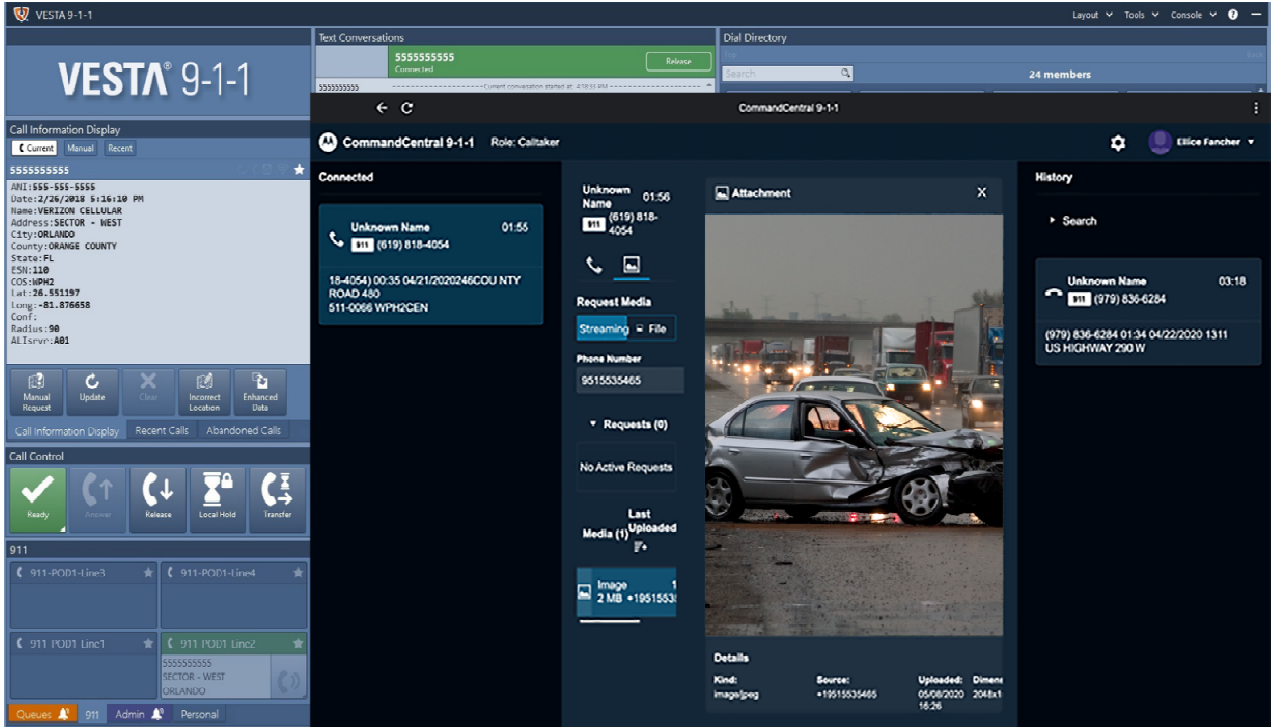
Citizen Input provides the following features:

- Allows citizens to send video, photographs and data to the PSAP
- No app download required on citizen's device
- Provides a controlled, permission-based approach to managing visual content
- Stores visuals as part of the call detail history
- Content is approved by the PSAP before it can be submitted and viewed

Optional Features



- Once authorized, an SMS containing a URL is sent to the citizen's phone that placed the 9-1-1 call. The citizen uses the URL to send the video or photo to the PSAP
- Viewing can be stopped at any time and all content is captured as permanent records; storage and strong evidence protection protocols are enforced
- Visual content is linked to VESTA 9-1-1 call records for audit purposes and ease of tracking



We know PSAPs are uncomfortable about allowing video and photographs into the PSAPs and we are addressing this concern with a controlled, permissions-based approach where visuals are not accepted unless the PSAP authorizes submission. All digital evidence collected from callers using Citizen Input is stored and tracked in a CommandCentral storage tool. Storage is included with a subscription to Citizen Input.

Unlimited access to user training videos and Quick Reference Cards (QRC) are included in the Citizen Input subscription service. The comprehensive videos are sufficient to educate each user and have them ready to begin using Citizen Input in a short amount of time.

4.2.2 Smart Transcription (Optional)

CommandCentral Smart Transcription is a cloud-based service that takes the 9-1-1 call audio and transcribes it real-time into a searchable transcript, making it available for live call monitoring to increase situational awareness across an entire agency. It preserves the transcript in long-term, secure storage for post-call analysis.

Smart Transcription is offered as a subscription service and works on VESTA 9-1-1, Release 7.2 and above.

Smart Transcription provides the following features:

- Integrated real-time audio transcription from VESTA 9-1-1

- Real-time and post-call transcription
- Keywords and full text search capability
- Quick search and review historical transcripts
- Agent, console and call metadata provided
- No app download required on citizen device
- Security processes built into the service to reduce the risk of cyberattacks
- Ability for supervisors to monitor transcripts
- Transcripts stored, along with metadata, for investigations, case summaries or locating conversation patterns over time
- Short learning curve for call takers since there are no changes on how they answer voice and text calls today on their VESTA 9-1-1 system
- No impact to VESTA 9-1-1 call handling functionality



4.3 OPTIONAL CYBERSECURITY SERVICES FOR VESTA 9-1-1

Protecting people starts with protecting the PSAP, and public safety organizations need mission-critical systems to be fully available and resilient to cyber attacks. The risks to organizations both large and small are growing as threats like ransomware become increasingly profitable for cyber criminals.

VESTA Managed Detection and Response reduces the risk that a cybersecurity threat will impact system availability, integrity, and confidentiality. Qualified cybersecurity analysts with extensive experience working on VESTA 9-1-1 mission-critical systems will monitor the Customer's system for signs of cybersecurity threats.

4.3.1 Managed Detection and Response

4.3.1.1 ActiveEye Security Management

Motorola Solutions' ActiveEye Security Management platform collects and analyzes security event streams from ActiveEye Remote Security Sensors in the Customer's VESTA 9-1-1 system, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action. The goal is to reduce time to resolution and contain any security event.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

ActiveEye Remote Security Sensor

One or more ActiveEye Remote Security Sensors (AERSS) will be deployed into the VESTA 9-1-1 system to deliver the service. These sensors monitor geo diverse sites in the system for security events and pass security information to the ActiveEye platform.

Log Collection / Analytics

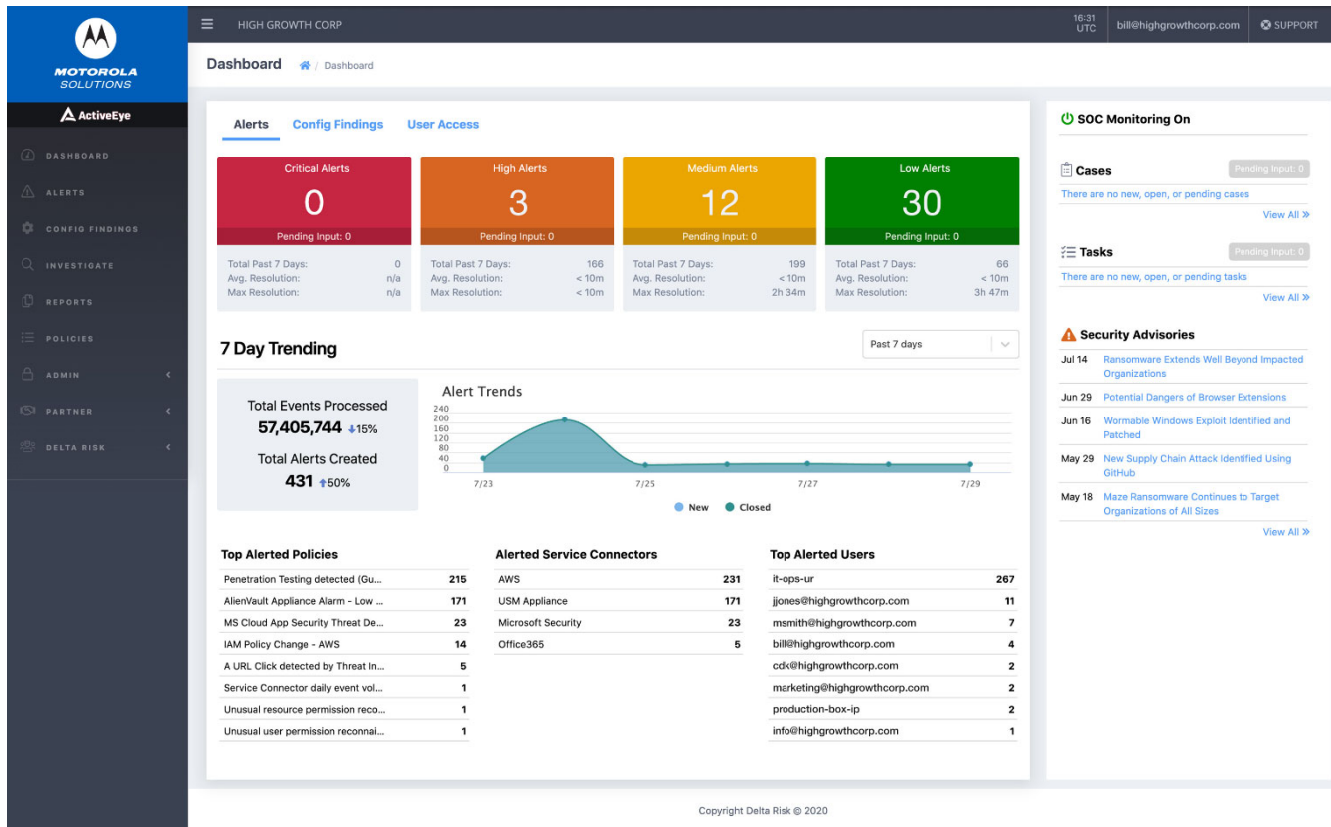
The AERSS deployed in the system collect logs and other security information from applicable servers, workstations, switches, routers, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of cybersecurity incidents.

Intrusion Detection System

The AERSS deployed in the system include an Intrusion Detection System (IDS) that constantly monitors traffic passing across, into, or out of the VESTA 9-1-1 system. The IDS analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. The IDS forwards detected suspicious activity to the NSOC for further analysis.

Service Dependencies

It is mandatory that all VESTA Managed Detection and Response customers also subscribe to the Application Monitoring and Response service for VESTA 9-1-1. In the absence of an active Application Monitoring and Response service for VESTA 9-1-1, the VESTA Managed Detection and Response service cannot be delivered.



ActiveEye Platform Dashboard

4.3.1.2 Network and Security Operations Center

The VESTA Managed Detection and Response service is performed by Motorola Solutions' Network and Security Operations Center (NSOC) using specialized monitoring elements. The NSOC's expert cybersecurity analysts monitor for alerts 24x7x365. If an event that may represent a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

Motorola's cybersecurity analysts will develop threat reports and review them with the Customer. Analysts perform threat intelligence gathering using a combination of automated and human methods. They review threat intelligence findings during normal US business hours 8x5 on standard US business days: Monday through Friday 8AM to 5PM local time, excluding US Holidays.

Dedicated Cybersecurity Experts

Motorola maintains highly trained cybersecurity experts skilled in monitoring the dark web and surface web that will perform threat intelligence gathering on your behalf, alerting you to threats and indications of compromise.

Customer Risk Review

Make staying informed on threats to your organization easier with customer risk reviews. Motorola cybersecurity experts will walk the Customer through threat intelligence findings and provide other information that may contextualize the threats the Customer faces.

Focused Agency Threat Intelligence Report

Reporting to key stakeholders in your organization is easy with a prepared customer threat intelligence report tailored to your organization.

Public Safety Industry Threat Report

Stay current with threats that are facing the Public Safety industry at large with the Motorola Public Safety Industry Threat Report.

Service Dependencies

Motorola's Strategic Threat Intelligence may be purchased A La Carte or in combination with other Managed Cybersecurity Services for VESTA 9-1-1.

SECTION 5

WARRANTY SERVICES

Motorola Solutions has over 90 years' experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

5.1 The Service Delivery Team

5.1.1 Customer Support Manager

Your Motorola Solutions Customer Support Manager provides coordination of support resources to enhance the quality-of-service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

5.1.2 Motorola Local Service Provider

Motorola Solutions nationwide network of local Authorized Service Centers are staffed with Motorola Solutions factory trained technicians. They provide rapid response, repair, restoration, installation, removal, and scheduled preventive maintenance tasks for site based NG9-1-1 Call Taking systems. Motorola's Authorized Service Centers are assessed annually for technical and administrative competency to ensure quick and effective service delivery.

Motorola has proven experience to deliver mission critical network support

- Extensive Experience—Motorola has over 90 years' experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond—Motorola's network of Authorized Service Centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability—Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process—Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.

5.2 Warranty and Maintenance Services

5.2.1 OnSite Response

Motorola Solutions' OnSite Response service gives you that advantage by making available our network of expert support resources located all across North America to provide on-site support when you need it. These Motorola Solutions certified field technicians arrive at your door equipped and ready to do what it takes to get your system running at optimum capacity.

Using Motorola Solutions-approved test equipment, service procedures and backed by Motorola Solutions centralized technical resources, technicians from your local authorized service center are dispatched to your site. The technicians perform diagnostics, remove components for repair, and reinstall new or reconditioned components. When it is a response to a call for help, Motorola Solutions OnSite Response service guarantees technician dispatch, site arrival, and problem resolution.

Motorola Solutions field technicians average 35-60 hours of technical training per year and 15-25 years of solution experience that aid in the quick and timely resolution of your service issues. Motorola Solutions on-site technicians are also backed up by technical consultants and field engineering support across the county when the situation calls for a more specialized expertise. We recognize that your communication system is critical to your operation and our support strategy of local and centralized support is our promise to you that we will do whatever it takes to keep it working at peak efficiency.

Motorola Solutions' OnSite Response service is a vital component of an intelligent communication support plan that keeps your business running, your costs down, and helps you stay focused on your goals.

5.2.2 Network Security and Operation Center (NSOC)

Designed exclusively for Public Safety communications, the NSOC includes state-of-the-art technology, processes and tools all provided by our highly trained, dedicated team. With connectivity to the NSOC, our advanced systems facilitate true Emergency Services-grade monitoring and management.

5.2.2.1 Service Desk

The Service Desk is the central point of contact to report incidents and submit change requests. Co-located with the Technical Support Center within the Network and Security Operations Center (NSOC), the Service Desk maintains a holistic view of your service delivery environment.

The Service Desk will:

- Open a case and categorize the reported issue or request
- Resolve incidents based on priority
- Perform analysis to assist in identifying a corrective action plan
- Escalate the incident/request to technical or service experts when required
- Engage the next level management to ensure timely problem resolution, when necessary
- Provide regular status updates for escalated incidents

5.2.2.2 Monitor and Response

With the proposed Monitoring and Response service, system thresholds, established during the Monitoring and Response service implementation, are continually monitored by the system. Anytime the system performance exceeds the threshold limit, Monitoring and Response is immediately notified via digital alarm. Motorola Solutions then notifies the

designated maintenance provider via the means (email, phone, etc.) set up upon implementation. This is a very stringent process that takes place in seconds. Monitoring and Response provides pre-failure hardware notification, and generates alerts on service/device state changes, runaway processes, and memory leaks. It collects and stores user-defined performance counters, and stores event log messages, performance data, and configuration data in a centralized database. Below are some of the features available through Monitoring and Response:

- Proactively monitors key systems to detect faults and mitigate risks to ensure highest possible system performance and availability
- Monitors each server, workstation and networking device for hardware alarms, software alarms and performance thresholds
- Minimizes risk and the possibility of service interruptions, predicting issues before they occur
- Alarms the NSOC for remediation, notification and escalation, with most alarms resolved remotely

5.2.2.3 Anti Virus

- Delivers virus protection as a service, ensuring updates are tested and applied in a timely, efficient manner
- Provides a best-in-class antivirus solution, certified for our call handling platforms and continuously updated to automatically detect and remove the latest viruses.

5.2.2.4 Patch Management

- Deploys Microsoft® updates and patches after validating they are compatible with your solution
- Helps ensure system integrity and security, especially when bundled with Virus Protection for comprehensive, hands-free care

5.2.2.5 Software Upgrades

Motorola Solutions, in conjunction with the customer, will oversee all approved hardware and software upgrades. Motorola Solutions will provide the customer notification of scheduled product updates and/or modifications via a Product Change Notice (PCN) or a Product Bulletin (PB).

SECTION 6

STATEMENT OF WORK VESTA 9-1-1

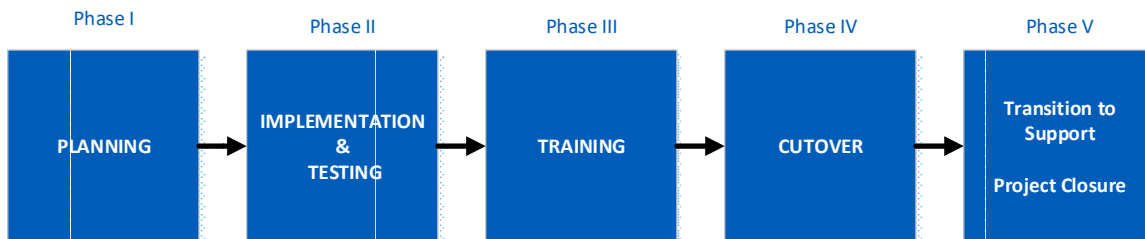
Implementation Planning is an iterative process. It begins during the planning stage and continues until the Next Generation 9-1-1 (NG9-1-1) VESTA 9-1-1 system from Motorola Solutions, Inc. (Motorola Solutions) is formally migrated and accepted by the agency. The Project Manager (PM), working with the project team, is responsible for formulating the required plan to implement and communicate the support process for the VESTA 9-1-1 solution.

6.1 IMPLEMENTATION METHODOLOGY

Your VESTA 9-1-1 system is a large project involving complexity, contingencies, and collaborations with multiple parties. Successful implementation requires an organized and systematic approach to project management.

Your Project Manager and Motorola Solutions Project Manager will play a particularly important role in this process by communicating back to their teams the project plan, project status, risks, and next steps. The project will use an MS Project Schedule and Project Status Report, which will provide a consistent vehicle for communication, management, reporting of progress and detection of potential progress delays.

Our project management methodology is also based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Our methodology will incorporate one primary goal; align the project with your overall expectations. Unless otherwise requested, Motorola Solutions will implement the project using a "phased" process.



6.2 PHASE I - PLANNING

Phase I is the period in which the project is formally launched, the project design is finalized, the Project Management Plan (PMP) is finalized and resources are scheduled. Upon the agency contract award the Motorola Solutions PM coordinates Phase 1 activities with you to ensure that the project scope has been assessed, and that all deliverables have been captured in the Motorola Solutions Project Schedule. The PMP will be the control document for Motorola

Solutions deliverables for the implementation, as will other critical dates or milestones that are integral to the project.

The specific objectives of the planning phase include:

- Expound on specific strategies and project options
- Confirm NG9-1-1 project scope
- Finalize the solution design
- Finalize plans for solution delivery strategies and resources. The solution is reviewed to align each primary stakeholder with a common vision and strategy for unified team design and planning.
- Determine aspects of the 9-1-1 system that are subject to change within the scope of the project. Much of this entails identifying and collecting information from project stakeholders.

Prior to collecting the detailed information that will be used in the course of the project, it is important for the team to understand the overall project goals and the criteria that will govern their decision-making.

The project principles and constraints are communicated to all team members so that all design, integrations, and deployment decisions can be assessed. Guided by the project principles and constraints, more detail information is then collected. This includes conducting site visits and the Project Launch, Call Flow and Design Review Meeting.

The original configuration proposed was based on information provided by Tybee Island during a review of system requirements. Any changes in the proposed system or equipment will require a change order, which may incur additional costs.

6.2.1 Project Kick-off Meeting

The project kick-off meeting is scheduled as soon as possible following receipt of the contract. One of the main objectives of the meeting is to ensure that all project participants begin the project with a clear and shared understanding of the project and project expectations. During this meeting:

- Process owners are identified
- Key project milestones and objectives are introduced and discussed
- Review the overall project “As Purchased” design and Statement of Work (SOW).
- First review of the draft project plan

6.2.2 Project Workflow and Design Review Meeting

The project call flow and design review meetings are scheduled with you to be held at the site. The purpose of the Call Flow and Design Review (CDR) meeting is to obtain a comprehensive understanding of your current operational environment and desired future workflow through interactive discussions. It is also to assist in understanding how the new VESTA 9-1-1 system can be configured to meet the operational needs.

During this meeting, Motorola Solutions will gather critical information with your agency to set up and program the VESTA 9-1-1 system, including detailed review of trunks, lines and circuits. Motorola Solutions will work with you to document the final system design elements that will be used for all aspects of the programming and configuration of your VESTA 9-1-1 system. Design discussions and decisions will include but are not limited to:

- Detailed review of the “As Purchased” system design
- Detailed review of call flow and system design
- Detail review of CommandPOSTs (if purchased)
- Detail review of Network Requirements
- Detail review of Network Components (routers and switches)
- Detailed review of the project Roles and Responsibilities of the collective team
- Site walks for Environmental Review & Intra-system interfaces
 - Environmental:
 - ◆ Power: outlets, power draw, UPS, generator
 - ◆ Cabling: positions, training room, backroom
 - Adjuncts:
 - ◆ CAD: ALI spill to CAD
 - ◆ Recorder
 - ◆ Mapping
 - ◆ PBX
 - Physical space, furniture, & logistics
 - External interfaces: door access, alarms

It is important that your key operational decision makers participate in these design meetings. It is critical that you and Motorola Solutions understand the responsibilities of each entity in this process. The detailed discovery and full disclosure of all facets of the Call Flow (how the different types of trunks, lines and circuits that are answered at the PSAP locations are routed to and answered by the current communications systems) and the Work Flow (how Call Takers and Dispatchers interact with callers and each other) is critical in the design of the new system. This will ensure a smooth and comprehensive transition.

6.2.3 Project Plan Approval

Once the system design has been finalized, the Motorola Solutions PM will schedule resources for site implementation.

Motorola Solutions resources will be scheduled and dates communicated to the team members via the Motorola Solutions Project Schedule. The Motorola Solutions Schedule will be drafted and forwarded to team members for review and comment. This “First Pass” schedule will be used to present you with the initial deployment schedule. Once all feedback and changes have been received and integrated into the schedule, the Master Project Schedule will be created and communicated by Motorola Solutions. Once published and a

baseline established, the Master Schedule will only be changed as per appropriately submitted change requests.

The Planning Phase ends when:

- The Project Plan has been approved
- System design and Call Flow are complete
- The Master Project Schedule has been developed and a consensus among concerned parties reached regarding deliverables and milestones
- A draft site cut plan has been developed
- A draft Acceptance Test Plan has been developed
- The materials purchased from Motorola Solutions ship to the site

6.3 PHASE II – INSTALLATION AND TESTING

Phase II is the period of time in which site preparation, site installation and testing take place. The project's implementation is accomplished to the degree that is possible without actually going "live", while minimizing disruption of the site's ongoing operations. The Motorola Solutions PM will coordinate the Phase II activities with you to minimize interference with other site activities, while ensuring that Motorola Solutions' implementation and testing are completed as per the Project Plan and the Master Project Schedule. Implementation and Testing milestones and deliverables will be documented and managed via the Master Project Schedule.

During this phase the components of the solution, including applications, servers, network components and data flow, are configured and readied for deployment. All network, regional and premise components are delivered, and the equipment rooms and other facilities are made ready.

6.3.1 Solution Staging

The process starts with the staging of the system equipment at Motorola Solutions. Your site equipment is assembled, configured and burned in with your specific site information, including but not limited to, system software, IP addresses, machine names, and line and trunk data. Your equipment is also quality-checked for any defects or errors, then packaged and shipped to site.

Staging increases efficiency by leveraging our technical expertise to help prevent out-of-box failures and performing initial configurations before equipment arrives on-site. Less on site installation time is required by staging and testing equipment in our facility. You have assurance that each site's equipment is configured and tested, reducing the risk of onsite equipment issues.

Once staged your system will be shipped to your site for inventory and installation.

6.3.2 Site Installation

The following outlines the general steps that will be required for system installation. Additional detail and steps will be added during project meetings.

- Unpack and inventory equipment
- Placement of racks/cabinet
- If new cabling is required:
 - Run cable from Motorola Solutions Connector Blocks to backboard for all 9-1-1 trunks
 - Run cable from Motorola Solutions Connector Blocks to backboard for all administrative lines
 - Run LAN cables from Motorola Solutions rack/cabinet to all Motorola Solutions workstations; this includes providing an adequate number of cable runs for the voice/network, logging recorder, and any other equipment that may be required
 - Run LAN cables from any IP phones to the Motorola Solutions rack (if applicable)
- Physical installation of all new VESTA 9-1-1 servers and associated components at the identified backrooms (Host A & B)
- Physical installation of any network equipment required: switches, routers, etc. and associated cabling provided by Motorola Solutions
- Physical installation of all new peripheral devices at all sites
- For each site, configure and make operable the system as documented in the Detail Design Document to include:
 - Configure all new VESTA 9-1-1 system servers.
 - Configure all new workstations purchased for the sites
 - Perform Router Configuration
 - Perform Firewall Configuration
- Manage all appropriate data and accounts for the VESTA 9-1-1 system
- Perform installation and configuration of the Motorola Solutions provided MIS solution.

6.3.3 Testing

Our plan includes performing various required tests using the agency's actual infrastructure, which is beneficial for the following reasons:

- Testing will be performed on the production solution – actual hardware
- Testing will be performed in the actual environment
- Testing will allow you to easily observe the process

Testing is one of the major aspects of your VESTA 9-1-1 project and its success will require combined concentrated effort by your personnel and Motorola Solutions.

Upon contract award, Motorola Solutions PM will work closely with you to review the System Acceptance Test Plan and make mutual agreed upon changes to the Test Plan. At the completion of the implementation, your designated participants and Motorola Solutions will

execute the test plan that displays the system is functioning and configured as designed and document test results.

6.3.4 Lockdown

The Implementation and Testing Phase ends when:

- Site Implementation is complete
- The site testing has been completed to the degree agreed upon during the project planning process

At the conclusion of the site's implementation and testing, a lockdown (configuration freeze) period will begin and remain in effect until system cutover. During implementation and training, vendors/providers of each subsystem will have the opportunity to perform pre-approved nominal system testing without making any user application and configuration changes. The site lockdown will be scheduled via the Master Project Schedule.

6.3.5 Customer Responsibilities During Installation

Responsibilities shall include, but are not limited to:

- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
- Provide appropriate schedule notification and facility availability for VESTA 9-1-1 on-site services and training
- Notify and coordinate schedule changes with Motorola Solutions, which may require a Change Order (and potentially additional charges) dependent upon the change
- Assume sole responsibility for the accuracy and completeness of Customer-supplied data
- Provide dedicated (2) 20A 110V UPS protected power outlets for the facilities and appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- Assume full responsibility for mutually approved base map file, including, but not limited to: X / Y coordinates, structure address, street centerlines, ESN boundaries, City boundaries; maintain this file and use it to update the VESTA 9-1-1 system
- Provide a complete ESRI-based GIS formatted map (shapefile) thirty to sixty days prior to on-site system installation
- Updates to the base map file, performed by personnel designated, will be transferred to the system per Motorola Solutions instructions
- Provide a floor plan outlining where Motorola Solutions provided equipment is to be installed and position numbers for Call Taker, Dispatch, and Supervisor positions
- Ensure the operating environment is fully functional and meets VESTA 9-1-1 minimum operating requirements
- Provide the applicable broadband service for the VESTA 9-1-1 Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity

- Provide for, move, test and make operational or otherwise deliver CAMA trunks, administrative lines and other PSTN connections to the backboard demarcation at least 14 days prior to installation start date
- Provide for, move, test and make operational or otherwise deliver two (2) ALI circuit connections to the backboard demarcation at least 14 days prior to installation start date
- Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding, and any electrical or conduit needed to support the implementation
- Assist Motorola Solutions in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary for Motorola Solutions personnel to complete their project responsibilities under this agreement
- Provide the tap to the network clock, if applicable. This includes all interfaces necessary, preferably to provide the name/address of a timeserver on the network.
- Document and supply configuration information on the existing CPE
- Make available at the equipment rack, all remote access lines terminated on RJ 11 or RJ 45 jacks or contract with Motorola Solutions as required
- Ensure that or contract with Motorola Solutions to guarantee Intermediate Distribution Frame (IDF), wall boards and/or interconnect points appear in the immediate area where VESTA 9-1-1 servers are installed
- Provide Administrative Printers

6.4 PHASE III – CUTOVER

Cutover is the primary focus of your NG9-1-1 project, its success will require a methodical focus on planning, executing, and monitoring. The cutover plan includes the fallback process to restore the system to the pre-migration operation in the event of a catastrophic failure.

The Cutover Plan defines the sequenced procedures and steps that will occur in the Cutover Phase to bring new equipment to an operational state, as well to transition services from the current equipment to the new. Appropriate safeguards are built in to ensure a cutover with minimal operational impact.

The Cutover Phase is the major transition point for the project. Motorola Solutions provided systems are brought on line and site's operations shift from the old equipment to the new equipment. Motorola Solutions' PM will work with your team to minimize the disruption for each PSAP. To that end, during the Planning Phase the decision will be made for the cutover plan. Examples of cutover options are as follows:

- **Flash Cut:** A flash cut requires a coordinated migration of 9-1-1 traffic to the PSAPs. Workstations at a site are cut over to the NG9-1-1. The benefit of a flash cut is that the PSAP personnel do not require temporary relocation to another PSAP that might not have the same radio or Computer Aided Dispatch (CAD) system, resulting in less disruption.
- **Relocation Cut:** You may choose to vacate their PSAP and operate at the alternate PSAP while their PSAP is upgraded. Once the upgrade is finished the personnel would systematically move to the new VESTA 9-1-1 system

The Draft Cutover Plan will specify specific tasks and responsibilities for Motorola Solutions provided systems, materials, and services. The Cutover Phase will be scheduled via the Master Project Schedule.

6.4.1 Motorola Solutions Responsibilities During Cutover

The Motorola Solutions PM will coordinate assignment of appropriate Motorola Solutions technical staff to support the transition to the new VESTA 9-1-1 system. Resource assignments will be planned and tracked via the Motorola Solutions Project Schedule.

- Pre-cut and Post-cut site testing will be performed in accordance with Motorola Solutions System Acceptance Test Plan that will be provided based on the type of system(s) purchased
- The Motorola Solutions PM will track Motorola Solutions issues and/ or exceptions noted during the site cutover and report updates to your team for updates to the Issues Control Log
- The Cutover Phase will end when the project team agrees that all cutover objectives have been met

At the conclusion of the Cutover Phase, a meeting will be held with the project team members to discuss the cutover, any remaining Motorola Solutions issues, and to review the Post-Cutover Support Plan.

6.4.2 Customer Responsibilities During Cutover

The agency is responsible for the following during cutover:

- Schedule appropriate personnel to support the cutover
- Assume responsibility for cutover activities that are beyond the scope of Motorola Solutions deliverables as delineated in the approved Project Plan
- Coordinate third party services and/or activities during the cutover that are not Motorola Solutions deliverables, but may affect Motorola Solutions systems and/ or services. This includes, but is not limited to Telco's, third party vendors, or other organizations that are participating in the cutover

6.5 PHASE IV – PROJECT CLOSURE

Once all sites are operational and the post-cutover coverage is complete, the Project will move to closure phase. The project closure phase is the process of completing any open issues associated with the deployment of your project and to transition the project from Implementation to Support.

Project closure will occur when:

- All sites have cutover to the new VESTA 9-1-1 systems
- All on-site post cutover support has been completed
- All System Acceptance Testing has been successfully executed and approved by Tybee Island
- Tybee Island has signed the Site Acceptance document

The Motorola Solutions PM will ensure all issues have been resolved or assigned for resolution. Any open issues at time of closure are to be transitioned to Motorola Solutions Technical Support, Site Installation, and Verification Package.

6.5.1 Site Installation and Verification Package

Motorola Solutions will provide “as-built” documentation:

- CPE inventory, including a complete list of installed equipment
- Solution Overview / Detailed System Document
- System Diagrams
- IP Schema and Naming Convention
- Bandwidth Estimates
- System Acceptance Test
- Other documentation as mutually agreed to by the parties

SECTION 7

COMMANDCENTRAL AWARE FOR 9-1-1 STATEMENT OF WORK

1. OVERVIEW

The Statement of Work (“SOW”) defines the principal activities and responsibilities of Motorola Solutions, Inc. (“Motorola Solutions”) and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the scope will be mutually agreed upon via the change provision of the Agreement.

Unless specifically stated, Motorola Solutions work is performed remotely. The Customer will provide Motorola Solutions resources with unrestricted direct network access to enable Motorola Solutions to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by Motorola Solutions or its subcontractors are specifically listed in the Agreement. Any reference within this document and the subcontractors’ SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

7.1 AWARD AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement between Motorola Solutions and the Customer.

7.2 COMPLETION AND ACCEPTANCE CRITERIA

Motorola Solutions Integration Services are considered complete upon Motorola Solutions performing the last task listed in a series of responsibilities. Customer task completion will occur per the project schedule enabling Motorola Solutions to complete its tasks without delay.

Customer will provide Motorola Solutions written notification that it does not accept the completion of Motorola Solutions responsibilities or rejects a Motorola Solutions service deliverable within five business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola

Solutions and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum, unless otherwise stated in this SOW.

7.3 PROJECT DEPLOYMENT

7.3.1 Project Planning Session

A clear understanding of the needs and expectations of both Motorola Solutions and the Customer are critical to the successful implementation and ongoing operation of CommandCentral Aware for 9-1-1. In order to establish initial expectations for deployment, we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of CommandCentral Aware 9-1-1.

Shortly after contract signing, Motorola Solution will conduct a one-on-one Project Planning Session teleconference with your designated resource to review the task requirements of each phase of the project.

The CommandCentral Aware Setup Questionnaire is used to collect required information that is used for the provisioning of CommandCentral Aware for 9-1-1. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola Solutions Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Project Planning Session teleconference.
- Conduct the Project Planning Session teleconference.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the CommandCentral Aware 9-1-1 Setup Questionnaire and required Customer provided information.
- Discuss the online Motorola Solutions Software Enterprise Learning Experience Portal (“LXP”) training approach.

Customer Responsibilities

- Provide Motorola Solutions with the names and contact information for the designated LXP and application administrators.
- Collaborate with the Motorola Solutions Project Manager (“PM”) and set the Project Planning Session meeting date.
- Attend the Project Planning Session teleconference.
- Review the CommandCentral Aware 9-1-1 Setup Questionnaire and provide the required Customer information within 5 business days.

Motorola Solutions Deliverables

- CommandCentral Aware Setup Questionnaire.

7.3.2 Hardware Procurement and Shipment

Motorola Solutions Responsibilities

- Procure contracted equipment in accordance with the equipment list.
- Request shipping address and receiver name.
- Arrange for shipping to the Customer's location.
- Notify Customer of equipment shipping specifics and ETA for arrival.

Customer Responsibilities

- Procure Customer provided equipment.
- Provide required information for equipment shipping and delivery.
- Receive and store shipped equipment.

Motorola Solutions Deliverables

- Delivery of contracted equipment to Customer locations.

7.3.3 Hardware, Software and Firewall Installation and Configuration

Motorola Solutions will work with the Customer to schedule the installation of the required hardware and software for the deployment of CommandCentral Aware for 9-1-1.

Motorola Solutions Responsibilities

- Firewall configuration if Motorola Solutions provided.
- Installation of VESTA Edge VM.

Customer Responsibilities

- Provide network environment information as requested.
- Firewall configuration if Customer provided.
- Assist in coordination of Hardware, Software and Firewall installation and configuration.

Motorola Solutions Deliverables

- Installation and configuration of VESTA Edge VM, as required.
- Installation and configuration of Motorola Solutions provided equipment.

7.4 COMMANDCENTRAL AWARE FOR 9-1-1 CLIENT

CommandCentral Aware for 9-1-1 is a Solution-as-a-Service ("SaaS") application that is accessed via a web browser (Chrome). The Client in this context consists of a workstation and web browser.

Motorola Solutions Responsibilities

- Installation of Chrome on all Customer consoles that will be using CommandCentral Aware for 9-1-1, as required.
- Provide URL accessing the CommandCentral Aware for 9-1-1 application.

Customer Responsibilities

- Assist in coordination of Chrome installation, as required.
- Provide client workstations, web browsers, and network connectivity suitable for accessing the application.

Motorola Solutions Deliverables

- CommandCentral Aware for 9-1-1 access is available from customer client(s).
- Installation of Chrome on Customer Consoles, as required.

7.5 COMMANDCENTRAL AWARE FOR 9-1-1 ENABLEMENT

Motorola Solutions will provision the Customer's Production CommandCentral Aware for 9-1-1 system based on the information collected in the CommandCentral Aware for 9-1-1 Setup Questionnaire.

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral Cloud Platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral Cloud Platform.
- Enable CommandCentral Aware for 9-1-1.
- Provision the agency's CommandCentral Administrator.

Customer Responsibilities

- Identify a CommandCentral System Administrator(s).
- Use the CommandCentral Admin tool to provision the agency's CommandCentral users and permissions.

Motorola Solutions Deliverables

- CommandCentral Aware for 9-1-1 Enablement.

7.6 COMMANDCENTRAL AWARE FOR 9-1-1 INTEGRATION

CommandCentral Aware for 9-1-1 includes the integration with the below elements:

- VESTA 9-1-1.
- Esri.
- Motorola Solutions CAD (Optional if Customer has Motorola Solution CAD).
- Accuweather.
- RapidSOS (Optional).

Motorola Solutions Responsibilities

- Configuration of CommandCentral Aware for 9-1-1 integration

Customer Responsibilities

- Provide required information for configuration of CommandCentral Aware for 9-1-1 integration.
- Ensure VESTA 9-1-1 and Motorola Solutions CAD software requirements are met prior to the deployment of CommandCentral Aware for 9-1-1.

Motorola Solutions Deliverables

- Completion of configuration of CommandCentral Aware for 9-1-1 integration.

7.7 COMMANDCENTRAL AWARE FOR 9-1-1 TRAINING

CommandCentral training is made available via Motorola Solutions Software Enterprise LXP. This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current.

Motorola Solutions Responsibilities

- Initial setup Customer LXP administrator.
- Provide instruction to the Customer Administrators on:
 - Adding and maintaining users.
 - Adding and maintaining Groups.
 - Assign courses and Learning Paths.
- Advise Customer of required/suggested LXP training courses.

Customer Responsibilities

- Provide a list of users and required data for user registration to Motorola Solutions.
- Advise users of the availability of the LXP.
- Ensure required LXP training courses are completed.

Motorola Solutions Deliverables

- Customer Access to LXP training courses.

7.8 TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral Aware for 9-1-1 the Customer's solution transitions to support.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Transition Customer to Motorola Solutions Customer Support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Motorola Solutions Deliverables

- Customer transition to Support.

SECTION 8

OPTIONAL STATEMENT OF WORK – CITIZEN INPUT AND SMART TRANSCRIPTION

This Statement of Work (SOW) describes the deliverables to be furnished to Tybee Island, and the tasks to be performed by Motorola Solutions, Inc, its subcontractors, and by Tybee Island, in order to implement the cloud base service outlined in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola Solutions and Tybee Island. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

8.1 CONTRACT

8.1.1 Contract Award

Tybee Island and Motorola Solutions execute the contract and both parties receive all the necessary documentation.

8.1.2 Contract Administration

Motorola Solutions Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola Solutions information system.
- Schedule the project kickoff meeting with Tybee Island.

Customer Responsibilities

- Assign a Project Manager as the single point of contact responsible for Tybee Island -signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Tybee Island is responsible.

Completion Criteria

- Motorola Solutions internal processes are set up for project management.
- Both Motorola Solutions and Tybee Island assign all required resources.
- Project kickoff meeting is scheduled.

8.1.3 Project Kickoff

Motorola Solutions Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Review the roles of the project participants.
- Review the resource and scheduling requirements with Tybee Island.
- Review the Project Schedule with Tybee Island to address upcoming milestones and/or events.

Customer Responsibilities

- Tybee Island's key project team participants attend the meeting.
- Review Motorola Solutions and Tybee Island responsibilities.

Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

8.2 ORDER PROCESSING

8.2.1 Process Equipment List

Motorola Solutions Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola Solutions' Configure Price Quote (CPQ) system.
- Reconcile the equipment list(s) to the Contract.

Customer Responsibilities

- Provide shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

8.3 MANUFACTURING AND STAGING

8.3.1 Manufacture Motorola Solutions Equipment

Motorola Solutions Responsibilities

- Manufacture the Motorola Solutions and non-Motorola Solutions equipment necessary for the system based on equipment order.

Customer Responsibilities

- N/A

Completion Criteria

- Ordered equipment shipped to either the field or staging facility.

8.3.2 Staging

Motorola Solutions Responsibilities

- Pack for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities

- Tybee Island to provide shipment location.

Completion Criteria

- Equipment ready for shipment to the field.

8.4 SYSTEM INSTALLATION

8.4.1 Install Call Handling Equipment

Motorola Solutions Responsibilities

- Remote Field Engineering to complete all on-premise installation and configuration activities.

Customer Responsibilities

- Provide access to the sites, as necessary.
- Install and test internet connection that meets minimum requirement (100mbps).
- Installation of the required firewall when applicable.

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.

8.4.2 Fixed Call Handling Equipment Installation Complete

- All fixed network equipment installed and accepted by the Tybee Island.

8.5 FINALIZE

8.5.1 Resolve Punch List

Motorola Solutions Responsibilities

- Work with Tybee Island to resolve punch list items, documented during the installation and configuration phase.

Customer Responsibilities

- Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

Completion Criteria

- All punch list items resolved and approved by Tybee Island.

8.6 PROJECT ADMINISTRATION

8.6.1 Project Status Meetings

Motorola Solutions Responsibilities

- Motorola Solutions' Project Manager, or designee, will attend all project status meetings with Tybee Island, as determined during the CDR.
- Record the meeting minutes and provide reports as required.
- The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either Tybee Island or Motorola Solutions.

Customer Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

8.6.2 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 9

OPTIONAL STATEMENT OF WORK – CYBERSECURITY FOR VESTA 9-1-1

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions (“Motorola”) cybersecurity services as presented in this proposal to Tybee Island (hereinafter referred to as “Customer”).

9.1 VESTA MANAGED DETECTION AND RESPONSE

Motorola will provide cybersecurity monitoring continuously 24x7x365, and respond to detected events in accordance with the Priority Level Definitions and Response Times section.

Inclusions

Cybersecurity Monitoring provides Intrusion Detection System monitoring for traffic across the entire on-premises VESTA 9-1-1 system. Only select VESTA 9-1-1 on-premises system components support Log Collection / Analytics.

Motorola Responsibilities

- Provide, maintain, and when necessary, replace hardware and software required to monitor VESTA 9-1-1 system elements. This includes the ActiveEye Remote Security Sensors (AERSS) and all software operating on it.
- Coordinate with the Customer to maintain authentication credentials where necessary.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Maintain trained and accredited technicians.
- Monitor the Customer’s system 24x7x365 for malicious or unusual activity.
- Respond to cybersecurity incidents in the Customer’s system in accordance with the section, Priority Level Definitions and Response Times.
- Work with the Customer to ensure that all devices within the system that support logging have properly configured Syslog which is forwarding events to the AERSS.

Customer Responsibilities

- VESTA Managed Detection and Response requires a connection from the Customer’s system to Motorola’s NSOC and to the Internet. Establish connectivity with sufficient bandwidth before service commences.

- Allow Motorola continuous remote access to monitor the system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper privileges.
- Provide continuous utility service to any Motorola equipment installed or used at the Customer's premises to support delivery of this service.
- Provide Customer contact information necessary to complete the Customer Support Plan.
- Provide Motorola-dispatched field service technicians with physical access to service equipment when required.
- Comply with the terms of the applicable license agreements between Customer and the non-Motorola software copyright owners.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

9.1.1 Cybersecurity Incidents

VESTA Managed Detection and Response excludes services to perform physical containment and/or remediation of confirmed cybersecurity incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

A "Cybersecurity Incident" is defined as an observable event that Motorola Security Analysts have identified that actually or potentially jeopardizes the confidentiality, integrity, or availability of the system. Examples include ransomware or malicious use of PowerShell.

Motorola Responsibilities

- Upon the identification of a Cybersecurity Incident, notify Customer's documented contact and escalation plan.
- Take documented customer approved actions in an attempt to contain a Cybersecurity Incident to the extent enabled via Motorola Managed technology. Communicate to Customer what additional potential containment actions and incident response resources can be taken across Customer managed IT infrastructure.
- Perform investigation using the VESTA Managed Detection and Response integrated and enabled data sources in an initial attempt to determine the extent of a Cybersecurity Incident.
- Document and share Indicators of Compromise and artifacts discovered during investigation. Motorola will not perform on site data collection or official forensic capture activities on physical devices.
- Reasonably liaise with Customer's Incident Response resources as a result of the Cybersecurity Incident supporting any service provider that is performing incident response and/or remediation related to the Cybersecurity Incident.

Customer Responsibilities

- Maintain one named Point of Contact (POC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.
- If required, contract for Incident Response service provider to perform procedures beyond the scope of the VESTA Managed Detection and Response service such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

9.1.2 Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Response Times
Critical P1	Security incidents that have caused, or are suspected of causing significant and/or widespread damage to the functionality of or information stored within the system. Efforts to recover from the incident may be significant. Examples: Malware that is not quarantined by anti-virus Evidence of communication with suspected malicious actors	Response provided 24 hours, 7 days a week, including US Holidays.
High P2	Security incidents that have localized impact, but have the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: Malware that is quarantined by anti-virus Multiple behaviors observed in the system that are consistent with known attacker techniques	Response provided 24 hours, 7 days a week, including US Holidays.
Medium P3	Security incidents potentially indicative of an attacker performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: Suspected unauthorized attempts to log into user accounts Suspected unauthorized changes to system configurations (firewalls, user accounts, etc.) Observed failures of security components	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM local time, excluding US Holidays.
Low P4	These are typically informational in nature or are service requests from the Customer. Examples include: User account creation or deletion Privilege change for existing accounts	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM local time, excluding US Holidays.

9.2 SCOPE LIMITATIONS & CLARIFICATIONS

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this proposal. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices.

Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the United States (US) and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

The Customer understands and agrees that Motorola may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

SECTION 10

EQUIPMENT LIST

10.1 TYBEE ISLAND PSAP

CommandCentral Cloud Services

Qty.	Part No.	Description	U/M	Equipment
1	870899-60002.0	VESTA® 9-1-1 Cloud Interface V911 CLOUD INTERFACE - NO API CommandCentral Aware for 911 Implementation Services <i>Note: System Implementation services are required for CommandCentral for 9-1-1.</i> <i>Note: If Citizen Input & Smart Transcription are purchased, the bundled Implementation Services on the "Optional CI-ST" quote tab will apply, in lieu of the Aware Only Implementation Services that are quoted below.</i>	EA	Included
3	809800-16973	AW911 SYS IMP - PER POS	EA	Included
1	809800-16974	AW911 SYS IMP - 1ST AGENCY / SITE	EA	Included
3	63000-241692	CommandCentral Aware for 911 Hardware <i>Note: P/N 61000-409620 DKTP ELITE MINI 800 G6 comes with 16B RAM</i> MNTR 24IN FP WIDE SCR LED <i>Note: Citizen Input, Smart Transcription and Aware require a firewall (60E or 60F) per host for internet connectivity.</i>	EA	Included

VESTA® 9-1-1

Qty.	Part No.	Description	U/M	Equipment
2	870899-0104R7.9	VESTA® 9-1-1 V911 R7.9 LIC/DOC/MED	EA	Included
1	873099-03002	V911 CAD INTF KIT BB 120V	EA	Included
1	870891-66101	V911 CAD INTFC LIC ONLY	EA	Included
		VM Medium Server Bundle <i>Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.</i>		
1	853031-DLSVRSG-2	V-DL MED SVR BNDL SNGL	EA	Included
2	06500-00201	2-POST RELAY RACK MNT KIT	EA	Included

1	870890-75002	VIRTUAL MEDIA SET R7.0 016	EA	Included
2	04000-68009	V-SVR BASIC SPT 5YR	EA	Included
		VESTA® SMS		
		<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>		
1	870891-66301	VESTA 9-1-1 SMS LIC	EA	Included
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 1</i>		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 2</i>		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 3</i>		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 4</i>		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 5</i>		
2	03800-03070	FIREWALL 60F	EA	Included
		<i>Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).</i>		
2	03800-03075	WARR FIREWALL 60F 5YR	EA	Included
2	809800-00200	CFG NTWK DEVICE	EA	Included
		VESTA RapidSOS		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 1</i>		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 2</i>		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 3</i>		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 4</i>		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	Included
		<i>Note: Annual Subscription - Year 5</i>		
		VESTA® 9-1-1 Basic Operations		
3	PS-0SQ-VSML	VS BSC MLTP PER SEAT LIC	EA	Included
3	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	EA	Included
		VESTA® 9-1-1 Basic/Prime to VESTA® 9-1-1 Advanced Licenses		
		<i>Note: Advanced Licenses and Support are required with RapidSOS.</i>		
3	PA-0AD-VSSL	VADV LIC ADD-ON	EA	Included
3	SA-0AD-VSSL-5Y	SPT VADV ADD-ON 5YR	EA	Included
		VESTA® 9-1-1 IRR Module		
3	873099-00502	V911 IRR LIC/MED	EA	Included

Equipment List



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3	809800-35114	V911 IRR SW SPT 5YR	EA	Included
		VESTA® Workstation Equipment		
3	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	EA	Included
3	04000-00448	WINDOWS 10 LTSC LIC 21H2	EA	Included
3	63000-241692	MNTR 24IN FP WIDE SCR LED	EA	Included
3	64007-50021	KEYPAD 24 KEY USB CBL 12FT	EA	Included
3	853030-00302	V911 SAM HDWR KIT	EA	Included
3	853004-00401	SAM EXT SPKR KIT	EA	Included
3	02800-20701	HDST K 4W/MOD BLK CARBON	EA	Included
3	03044-20000	HDST CORD 12FT 4W MOD BLK	EA	Included
3	809800-35109	V911 IWS CFG	EA	Included
3	809800-35108	V911 IWS STG FEE	EA	Included
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	EA	Included
		VESTA® 9-1-1 Admin Printer		
		<i>Note: Customer to provide admin printer.</i>		
		Network Equipment		
		<i>Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.</i>		
1	03800-03070	FIREWALL 60F	EA	Included
1	03800-03075	WARR FIREWALL 60F 5YR	EA	Included
1	809800-00201	VPN CFG SVCS	EA	Included
1	809800-00200	CFG NTWK DEVICE	EA	Included
2	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR	EA	Included
2	04000-02919	USB CONSOLE CBL	EA	Included
		Gateway Equipment		
2	2213937-1-SR1	FXO GATEWAY MP118 8-PORT	EA	Included
2	2213939-1-SR1	FXS GATEWAY MP118 8-PORT	EA	Included
1	870890-76301	MP114 FIRMWARE	EA	Included
4	04000-00180	SW SPT ANALOG GATEWAY 5YR	EA	Included
		ALI/CAD Output		
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	EA	Included
8	65000-00262	KIT CBL RJ11 ADPTR DB25	EA	Included
		Rack & Peripheral Equipment		
1	06500-55053	7FT EQUIPMENT RACK 19IN	EA	Included
1	63000-192610	MNTR LCD 19IN	EA	Included
1	04000-00809	KVM 8-PORT SWITCH USB	EA	Included
		Time Synchronization Equipment		
1	04000-09485	NETCLOCK 9483 +OCXO+3PORT	EA	Included
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA	EA	Included
1	04000-08231	GPS ANTENNA POST MT KIT	EA	Included
1	04000-08236	GPS PVC POST MNT	EA	Included

Equipment List



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1	04000-08228	GPS ANTENNA SURG PROTECTR	EA	Included
1	04000-20601	GND KIT FOR 8226	EA	Included
2	04000-13075	CBL GPS ANTENNA 75FT	EA	Included

VESTA® Analytics

Qty.	Part No.	Description	U/M	Equipment
1	873399-00203.6	VESTA® Analytics Lite - Multi Product Purchase V-ANLYT 3.6 LITE MED	EA	Included
1	873391-04003	V-ANLYT LT LIC	EA	Included
1	873391-04002	V-ANLYT LT USER LIC	EA	Included
3	PA-SSG-ALSL	V-ANLYT LT PER SEAT LIC	EA	Included
3	SA-SSG-ALSL-5Y	SPT V-ANLYT LITE 5YR	EA	Included
1	BA-M00-ALA0-3	VESTA® Analytics Lite Server Equipment for Virtualized Server Bundle <i>Note: Additional Hardware to be installed in DDS-B Server.</i> V-ANLYT LITE ADD-ON BNDL	EA	Included

Managed Services

Qty.	Part No.	Description	U/M	Equipment
1	809800-14150	Monitoring & Response (M&R): Activation Fee M&R ACT FEE, SMALL SITE	EA	Included
2	04000-00398	Monitoring, PM & AV Service: Servers <i>Note: Includes (2) DDS Servers</i> M&R SVR AGENT LIC	EA	Included
2	809800-16365	M&R PM AV SVR SRVC 5YR	EA	Included
4	04000-00399	Monitoring, PM & AV Service: Workstations <i>Note: Includes (3) Calltaker Workstations, (1) Management Console</i> M&R WKST AGENT LIC	EA	Included
4	809800-16381	M&R PM AV WKST SRVC 5YR	EA	Included
16	04000-00400	Monitoring, PM & AV Service: IP Devices <i>Note: Includes (2) Virtual Host/Machines, (2) MDS Servers, (1) ASN Node 1, (1) ASN Repo, (1) ASN Node 2, (2) Firewalls for EIM/SMS, (1) Firewall for Internet/Remote Access, (2) Cisco Switches, (4) Gateways</i> M&R NETWORK/IP AGENT LIC	EA	Included
16	809800-16347	M&R IP DEVICE SRVC 5YR	EA	Included

Equipment List



Optional
Parts/Spares

Qty.	Part No.	Description	U/M	Equipment
		Gateways and Equipment		
1	2213937-SPARE	FXO GATEWAY 8-PORT SPARE	EA	Included
1	2213939-SPARE	FXS GATEWAY 8-PORT SPARE	EA	Included
1	870890-76301	MP114 FIRMWARE	EA	Included
1	04000-01751	TS-4 PORT TERMINAL SVR	EA	Included
1	65000-00182	CBL RJ45-10P/DB25M 4FT	EA	Included
		Cables and Switches		
1	04000-09206	SWITCH 9200 24-PORT W/24X7 5YR	EA	Included
		Workstation Equipment		
1	61000-409620	DKTP ELITE MINI 800 G6 W/O OS	EA	Included
1	04000-00448	WINDOWS 10 LTSC LIC 21H2	EA	Included
1	63000-241692	MNTR 24IN FP WIDE SCR LED	EA	Included
1	64007-50021	KEYPAD 24 KEY USB CBL 12FT	EA	Included
1	853030-00302	V911 SAM HDWR KIT	EA	Included
1	853004-00401	SAM EXT SPKR KIT	EA	Included
1	02800-20701	HDST K 4W/MOD BLK CARBON	EA	Included
1	03044-20000	HDST CORD 12FT 4W MOD BLK	EA	Included
1	809800-00102	GENERIC WKST CFG FEE	EA	Included
1	04000-01594	WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR	EA	Included

Extended Warranties

Qty.	Part No.	Description	U/M	Equipment
2	04000-01620	Server Extended Warranty <i>Note: Includes (2) VESTA 9-1-1 Servers</i> WARR 24X7 DL380G10 5YR <i>Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7, 4 hour response time.</i>	EA	Included
4	04000-01594	Workstation Extended Warranty <i>Note: Includes (3) Calltaker Workstations, (1) Management Console</i> WARR NBD 600/705/800/805 G2/G3/G4/G5/G6 5YR <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.</i>	EA	Included

VESTA® Services

Equipment List



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Qty.	Part No.	Description	U/M	Equipment
		Services to Support VESTA® SMS		
90	809800-17006-SMS	FIELD ENG-EXPRESS SMS	EA	Included
43	809800-51007-SMS	PROJECT MGMT - REMOTE SMS COORDINATION	EA	Included
1	000001-06805-SMS	E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC <i>Note: Remote Field Engineering support to perform the configuration of VESTA SMS. Services include: * Firewall Configuration * VESTA 911 / VESTA SMS configuration * Import of VESTA SMS VM's (if applicable) * Preparation of screen layouts * TCC Testing * Carrier Testing * Express Field Engineering Services * Remote Project Management * E-Learn SMS Admin Delta Training Course</i>	EA	Included
1	000001-06806	E-LEARN V9-1-1 SMS AGENT DELTA TRNG <i>Note: E-Learning for VESTA SMS AGENT is a computer-based training course. The course is for up to a maximum of 10 students. E-Learning course is available for each student for 365 days.</i>	EA	Included
5	809800-51009	Project Management Services PROJECT MGMT - SUPPORT <i>Note: Support PM is Remote only.</i>	EA	Included
1	809800-17035	MSI Direct Services MSI DIRECT SITE READINESS SVCS <i>Note: Cold Install/Rack and Stack</i>	EA	Included
1	809800-51010	MSI DIRECT PM	EA	Included
1	809800-00132	MSI DIRECT ENGINEERING SERVICES	EA	Included
1	809800-17045	MSI DIRECT MAINT SVC - 5YR	EA	Included
1	000001-06701	Training V9-1-1 AGENT TRNG <i>Note: VESTA® 9-1-1 Agent bundle includes (1) 1/2 day class of Agent training for up to 8 students. Includes trainer's daily training expenses and travel. VESTA® 9-1-1 Agent training does not include training on the SIP phones. SIP phone training is a separate class and can be quoted upon request.</i>	EA	Included
1	000001-06704	V9-1-1 ADMIN FOR STD <i>Note: VESTA® 9-1-1 Admin bundle includes (1) 1 1/2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses</i>	EA	Included

Equipment List



		<i>and travel.</i>		
1	000001-24411	E-LEARN V-ANLYT LITE TRNG <i>Note: E-Learning for VESTA Analytics Lite is a computer-based training course. The course is for up to a maximum of 5 students. E-Learning course is available for each student for 365 days.</i>	EA	Included

SECTION 11

OPTIONAL FEATURE DETAILS

11.1 VESTA® COMMANDPOST

CommandCentral Cloud Services

Qty.	Part No.	Description	U/M	Equipment
2	809800-16973	CommandCentral Aware for 911 Implementation Services AW911 SYS IMP - PER POS	EA	Included
2	63000-241692	CommandCentral Aware for 911 Hardware MNTR 24IN FP WIDE SCR LED	EA	Included
2	6400C-40053	8GB RAM ZBOOK POWER G5/G6/G7/G8	EA	Included

VESTA® CommandPOST

Qty.	Part No.	Description	U/M	Equipment
2	PS-0SQ-VSML	VESTA® 9-1-1 Basic Operations VS BSC MLTP PER SEAT LIC	EA	Included
2	SS-0SQ-VSSL-5Y	SPT VS BSC 5YR	EA	Included
		VESTA® 9-1-1 Basic/Prime to VESTA® 9-1-1 Advanced Licenses <i>Note: Advanced Licenses and Support are required with RapidSOS.</i>		
2	PA-0AD-VSSL	VADV LIC ADD-ON	EA	Included
2	SA-0AD-VSSL-5Y	SPT VADV ADD-ON 5YR	EA	Included
		VESTA® 9-1-1 IRR Module		
2	873099-00502	V911 IRR LIC/MED	EA	Included
2	809800-35114	V911 IRR SW SPT 5YR	EA	Included
		CommandPOST Hardware		
2	61050-G819605-5Y	HP LAPTOP W/O OS & WARR 5YR	EA	Included
2	04000-00448	WINDOWS 10 LTSC LIC 21H2	EA	Included
2	65000-00263	DOCK STATION THUNDERBOLT KIT	EA	Included
2	64021-10025	KYBD/MOUSE BNDL	EA	Included
2	63000-241692	MNTR 24IN FP WIDE SCR LED	EA	Included
2	64007-50021	KEYPAD 24 KEY USB CBL 12FT	EA	Included
2	853004-00301	CPOST SAM HDWR KIT	EA	Included
2	853004-00401	SAM EXT SPKR KIT	EA	Included
2	809800-35109	V911 IWS CFG	EA	Included

Dispatch & VESTA 911 Call Handling

Use or disclosure of this proposal is subject to the restrictions on the co

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Optional Feature Det

2	809800-35108	V911 IWS STG FEE	EA	Included
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	EA	Included
		VESTA® Analytics Licensing & Support		
2	PA-SSG-ALSL	V-ANLYT LT PER SEAT LIC	EA	Included
2	SA-SSG-ALSL-5Y	SPT V-ANLYT LITE 5YR	EA	Included

Managed Services

Qty.	Part No.	Description	U/M	Equipment
		Monitoring, PM & AV Service: Workstations		
		<i>M&R Services for (2) Mobile CommandPOST Laptops are not quoted. (In order to provide Managed Services offerings for CommandPOST positions, they are required to be connected to the VESTA 9-1-1 system and active at all times.).</i>		

VESTA® Services

Qty.	Part No.	Description	U/M	Equipment
1	809800-17035	MSI Direct Services MSI DIRECT SITE READINESS SVCS <i>Note: Cold Install/Rack and Stack</i>	EA	Included
1	809800-51010	MSI DIRECT PM	EA	Included
1	809800-00132	MSI DIRECT ENGINEERING SERVICES	EA	Included
1	809800-17045	MSI DIRECT MAINT SVC - 5YR	EA	Included
1	000001-06795	Training CPOST ON-SITE TRNG <i>Note: On-site training included as part of the VESTA® 9-1-1 Admin training using customer equipment. CommandPOST positions must be configured to the network/firewall prior to training. This is a 15 minute demonstration on how to use the CommandPOST position.</i>	EA	Included

11.2 COMMANDCENTRAL CLOUD BASE SERVICES CITIZEN INPUT AND SMART TRANSCRIPTION

CommandCentral Cloud Services

Dispatch & VESTA 911 Call Handling

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Optional Feature Det

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Qty.	Part No.	Description	U/M	Equipment
		VESTA® 9-1-1 Cloud Interface <i>Note: "V911 Cloud Interface - No API" quoted for Aware, on Tybee Island quote tab.</i>		
3	873090-11302	VESTA® 9-1-1 Citizen Input and Smart Transcription V911 SMART TRANSCPT LIC	EA	Included
3	873090-11301	V911 CITIZEN INPUT LIC	EA	Included
10	809800-35605	CI/ST BUNDLE NAMED USER 5YR	EA	Included
		CommandCentral Aware for 911 / Citizen Input and Smart Transcription Implementation Services <i>Note: System Implementation services are required for installation of Citizen Input, Smart Transcription and CommandCentral for 9-1-1.</i> <i>Note: If Citizen Input & Smart Transcription are purchased, the below bundled services must be purchased, in lieu of the Aware only services on the Tybee Island quote tab.</i>		
3	809800-16993	AW911 / CI / ST BUND SYS IMP - PER POS	EA	Included
1	809800-16994	AW911 / CI / ST BUND SYS IMP - 1ST AGENCY / SITE	EA	Included
		<i>Note: Citizen Input, Smart Transcription and Aware require a firewall (60E or 60F) per host for internet connectivity.</i>		

VESTA® CommandPOST

Qty.	Part No.	Description	U/M	Equipment
		<i>Note: The Citizen Input and Smart Transcription line items in this section to be purchased only if the Optional CommandPOST position is purchased.</i>		
2	873090-11302	VESTA® 9-1-1 Citizen Input and Smart Transcription V911 SMART TRANSCPT LIC	EA	Included
2	873090-11301	V911 CITIZEN INPUT LIC	EA	Included
		CommandCentral Aware for 911 / Citizen Input and Smart Transcription <i>Note: System Implementation services are required for installation of Citizen Input, Smart Transcription and CommandCentral for 9-1-1.</i> <i>Note: If Citizen Input & Smart Transcription are purchased, the below bundled services will apply, in lieu of the Aware only services on the Optional CommandPOST quote tab.</i>		
2	809800-16993	AW911 / CI / ST BUND SYS IMP - PER POS	EA	Included

11.3 CYBERSECURITY – MANAGED DETECTION AND RESPONSE SERVICES

Advanced Cybersecurity Services

<i>Qty.</i>	<i>Part No.</i>	<i>Description</i>	<i>U/M</i>	<i>Equipment</i>
1	CYBER-SM-SML5Y	<i>Managed Detection and Response - Small</i> CYBERSECURITY SM, SML 5YR	EA	Included
16	809800-17007	<i>Cybersecurity FE Services</i> FIELD ENG-STANDARD	EA	Included

SECTION 3

PRICING SUMMARY

Motorola is pleased to provide the following equipment and services to Tybee Island.

3.1 DISPATCH

Equipment and Services

Description	Price (\$)
Equipment	\$468,090.00
Implementation Services	\$345,138.00
AXS Client Subscriptions	\$52,500.00
Warranty Services	\$44,356.00
Post Warranty Services(years 2-5)	\$148,068.00
Total System	\$1,058,152.00

11.4 VESTA 9-1-1 SOLUTION

Summary - 5 YEAR	
Single Backroom VESTA 9-1-1	
Hardware/Software	\$ 133,723.07
Implementation, Project Management and Training	\$ 76,994.36
Software Support	\$ 105,767.76
24x7 Onsite Maintenance	\$ 40,500.00
Hardware Warranties	\$ 2,081.70
Extended Warranties	\$ 15,758.06
VESTA 9-1-1 Subtotal	\$ 374,824.95
CommandCentral Aware	
Aware for 911	\$ 8,715.89
Aware for 911 (CPQ) Delivery Service	\$ 6,573.60
Aware for 911 (CPQ) 1 Year Subscription for 10 Named Users (\$7,650.00 per year ARC)	\$ 38,250.00
Aware Map Subtotal	\$ 53,539.49
Total VESTA 9-1-1 and CommandCentral Aware	\$ 428,364.44
Optional Items	
CommandCentral Cloud Base Services Citizen Input & Smart Transcription for the Workstation positions & CommandPost	\$31,340.00
(2) CommandPost with Aware Map	\$85,174.56
Cybersecurity – Managed Detection and Response Services	\$134,877.68

Summary - 5 YEAR	
Total Optional Items	\$251,392.24

* Quote is valid for 90 days from the date of this proposal.

Dispatch & VESTA 911 Call Handling

Item #24.

ola Solutions Confidential Restricted

Use or disclosure of this proposal is subject
to the restrictions on the co

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11.5 PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

**25% of the Contract Price due upon contract execution (due upon effective date);
60% of the Contract Price due upon shipment of equipment;
10% of the Contract Price due upon installation of equipment; and
5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan. For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

SECTION 4

CONTRACTUAL DOCUMENTATION

COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions, Inc. (“Motorola”) and City of Tybee Island (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A “Motorola Software License Agreement”

Exhibit B “Payment”

Exhibit C Motorola Solutions proposal dated November 22, 2022

Exhibit D “System Acceptance Certificate”

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“**Acceptance Tests**” means those tests described in the Acceptance Test Plan.

“**Addendum (Addenda)**” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“**Administrative User Credentials**” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“**Beneficial Use**” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software,

including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“**Services**” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“**Software**” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“**Software License Agreement**” means the Motorola Software License Agreement (Exhibit A).

“**Software Support Policy**” (“**SwSP**”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

“**Solution**” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“**Solution Data**” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“**Specifications**” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“**SUA**” or “**SUA II**” means Motorola's Software Upgrade Agreement program.

“**Subsystem**” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“**System**” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“**System Acceptance**” means the Acceptance Tests have been successfully completed.

“**System Data**” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“**Warranty Period**” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities,

if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for

Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with

applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances,

licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance.

Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2)

direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola

separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

4.1.1 Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior

notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

4.1.2 Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

4.1.3 Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third

party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

EXHIBIT B PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

CUSTOMER NAME: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

SECTION 5

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

ECH Add-on Cloud Interface Software Addendum

This ECH Add-on Cloud Software as a Service Addendum (this “**Interface Addendum**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and City of Tybee Island (“**Customer**”), and will be subject to, and governed by, the terms of the Communications System and Services Agreement entered into between the Parties, effective as of _____ (the “**CSSA**”), and the applicable Addenda. Capitalized terms used in this Interface Addendum, but not defined herein, will have the meanings set forth in the CSSA or the applicable Addenda.

1. **Scope.** This Interface Addendum covers certain add-on cloud products listed in EXHIBIT 1 (the “**Add-on Cloud Products**”) and will control with respect to conflicting terms in the CSSA or any other applicable Addendum, but only as applicable to the products and Services purchased under this Interface Addendum. A list of the on-premise software available for license under this Interface Addendum is attached hereto as EXHIBIT 2 (collectively, the “**Cloud Interface Software**”). In connection with the Add-on Cloud Products, Customer may also purchase certain Add-On Cloud Services as described in **Section 2.2 Services** hereto.

2. **Applicable Terms and Conditions.**

1. Cloud Interface Software

1. Software License. Subject to Customer’s and its Authorized Users’ compliance with the CSSA (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Cloud Interface Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the equipment provided by Motorola, or Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Cloud Interface Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Cloud Interface Software remotely from any location.

2. End User Licenses. Notwithstanding any provision to the contrary in the CSSA, certain Cloud Interface Software is governed by a separate license, end-user license agreement, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Cloud Interface Software. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Cloud Interface Software. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Cloud Interface Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Cloud Interface Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Cloud Interface Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Cloud Interface Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Cloud Interface Software or Documentation to be placed in the public domain; (f) use the Cloud Interface Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.
4. Copies. Customer may make one (1) copy of the Cloud Interface Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Cloud Interface Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Cloud Interface Software during such Cloud Interface Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Cloud Interface Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Cloud Interface Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Cloud Interface Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Cloud Interface Software is transferred. Temporary transfer of the Cloud Interface Software to another device must be discontinued when the original Designated Product is returned to operation and the Cloud Interface Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
5. Motorola Warranties. Subject to the disclaimers and exclusions set forth in this Interface Addendum, (a) to the extent permitted by the providers of third-party software included in the Add-on Cloud Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party, and (b) for a period of ninety (90) days commencing upon delivery of Motorola-owned Cloud Interface software, Motorola represents and warrants that such Cloud Interface Software, when used in accordance with the Documentation and the Interface Addendum, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Cloud Interface Software (as determined by Motorola). The warranty set forth in subsection (b) will be referred to as the "**Motorola Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Cloud Interface Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Cloud Interface Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to

Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Cloud Interface Software issued by Motorola, and issuance of updated versions of any Cloud Interface Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS INTERFACE ADDENDUM, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE INTERFACE ADDENDUM ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.
7. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THIS AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE CSSA AND THIS INTERFACE ADDENDUM TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA, OR (B) TRACKING AND LOCATION-BASED SERVICES

2. Services.

1. Motorola will provide services related to purchased Add-on Cloud Products (“**Add-on Cloud Services**”), to the extent set forth in an Ordering Document.
2. Service Ordering Documents. The Fees for Add-on Cloud Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Add-on Cloud Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Interface Addendum.
3. Integration Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Add-on Cloud Products at the applicable locations, agreed upon by the Parties (“**Integration Services**”) as further described in the applicable statement of work.
4. Completion of Integration Services. Unless otherwise specified in the applicable Ordering Document, Integration Services described in an Ordering Document will be deemed complete upon the earlier of Customer’s (or the applicable Authorized User’s) (i) Beneficial Use (as defined below) of the applicable Add-on Cloud Products or (ii) Motorola’s functional demonstration to Customer of the installation and integration of the Add-On Services. For clarity, if the Add-On Cloud Products are comprised of more than one product, Motorola may notify Customer that the installation and integration for a particular product have been completed, and

Customer may have Beneficial Use of such Add-On Product prior to having Beneficial Use of other Add-On Products. In such case, the installation and integration applicable to such product will be deemed complete upon Customer's Beneficial Use of the product. As used in this Section, "**Beneficial Use**" means the ability to use the material features and functionalities of a product in material conformance with product descriptions in the applicable Ordering Document.

- 5. Post-Installation Support and Maintenance Services.** Motorola agrees to provide Customer support services, if purchased, as identified in the applicable accepted Order Document and in accordance with the applicable Motorola support documentation. Support for Motorola proprietary software and firmware is available pursuant to Motorola's Next Generation 9-1-1 Software Support Program, a copy of which is attached hereto as **EXHIBIT 3** and incorporated herein by reference. Motorola's Managed Services such as Remote Monitoring, AntiVirus Definition Update Services, Disaster Recovery Services and Patch Management Services are available, if purchased, pursuant to the terms and conditions of the Motorola's Managed Services Offerings Policy which is attached hereto as **EXHIBIT 4** and incorporated herein by reference. The purchase of Add-on Cloud Products includes Cloud Interface Software that allows connectivity to the cloud services. If Customer currently has or purchases a new Monitoring and Response agreement for VESTA 9-1-1, technical support will be included for Add-on Cloud Products. Monitoring of Add-on Cloud Products events will be included as long as additional appropriate application licenses have been acquired and installed.

EXHIBIT 1 – ADD-ON CLOUD PRODUCTS

CommandCentral Citizen Input ("**Citizen Input**")
CommandCentral Smart Transcription ("**Smart Transcription**")
CommandCentral Aware ("**Aware**")

EXHIBIT 2 –CLOUD INTERFACE PRODUCTS

Console Transcription Application (CTA)
VESTA API
VESTA Edge

EXHIBIT 3 - NEXT GENERATION 9-1-1 SOFTWARE SUPPORT PROGRAM

[see attached]

EXHIBIT 4 - MANAGED SERVICES OFFERINGS POLICY

[see attached]

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and City of Tybee County (“**Customer**”), and will be subject to, and governed by, the terms of the Communications System and Services Agreement entered into between the Parties, effective as of [REDACTED] (the “**CSSA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the CSSA.

1. **Addendum.** This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. **Delivery of Subscription Software.**

1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2. Modifications. In addition to other rights to modify the Products and Services set forth in the CSSA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the CSSA.

4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees

that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. **Subscription Software License and Restrictions.**

1. Subscription Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer’s internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. **Term.**

1. Subscription Terms. The duration of Customer’s subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the “**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days

prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the CSSA, if this SSA is attached to the CSSA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the CSSA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.
3. Termination. Notwithstanding the termination provisions of the CSSA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
4. Wind Down of Subscription Software. In addition to the termination rights in the CSSA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.
5. **Payment.**
 1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the CSSA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.
 2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-

rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the CSSA.

6. Liability.

1. **ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE CSSA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.
2. **Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the CSSA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.
7. **Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.
8. **Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the City of Tybee Island (“**Customer**”), and will be subject to, and governed by, the terms of the Communications System and Services Agreement entered into between the Parties, effective as of [REDACTED] (the “**CSSA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the CSSA.

1. **Addendum.** This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. **Delivery of Equipment and Licensed Software.**

1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. **Licensed Software License and Restrictions.**

1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated

Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.
3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.
4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

1. **Term.** The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the CSSA, if this EPSLA is attached to the CSSA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the CSSA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.
2. **Termination.** Notwithstanding the termination provisions of the CSSA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.
3. **Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.
5. **Payment.** Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the CSSA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.
6. **Representations and Warranties; Liability.**
 1. **Motorola Warranties.** Subject to the disclaimers and exclusions set forth in the CSSA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any

warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

2. **ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE CSSA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.
3. **Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the CSSA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.
7. **Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.
8. **Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Software Products Addendum

This Software Products Addendum (this “SPA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the City of Tybee Island (“**Customer**”), and will be subject to, and governed by, the terms of the Communications System and Services Agreement entered into between the Parties, effective as of [REDACTED] (the “**CSSA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the CSSA or the applicable Addenda.

1. **Addendum.** This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the CSSA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the CSSA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. **Software Systems; Applicable Terms and Conditions.**

1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not

qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

4. **Services.** Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the CSSA, and as described in the applicable Ordering Document.
3. **Software System Completion.** Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.
4. **Payment.** Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the CSSA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the CSSA.
5. **On-Premises Software System Warranty.** Subject to the disclaimers in the CSSA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and**

Warranties; Liabilities of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

6. **Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.
7. **API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.
8. **Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.
9. **Applicable End User Terms.** Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.
10. **Additional Terms for On-Premise Software System as a Service.** The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.
 1. **Transition to Subscription License Model.** If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.
 2. **Transition Fee.** Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.
 3. **Software Decommissioning.** Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter

Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

11. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under this SPA.

1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.
2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

12. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.
2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.
3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.
4. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and**

Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.

Dispatch & VESTA 911 Call Handling

Item #24.

ola Solutions Confidential Restricted

Use or disclosure of this proposal is subject
to the restrictions on the co

Contractual Documentati

- Page 346 -

File Attachments for Item:

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

ORDINANCE NO. 14-2022

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

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

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

WHEREAS, the governing authority desires to adopt ordinances under its police and home rule powers, and

WHEREASE, the City of Tybee Island established a Beach Task Force and codified the existence of the Beach Task Force in Section 2-263, and

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

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

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

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

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

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

ADOPTED THIS ___ DAY OF _____, 2022.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____
SECOND READING: _____
ENACTED: _____

File Attachments for Item:

26. Bubba Hughes: Resolution 2022-09. Adoption-Enforcement of Minimum Fire Safety Standards

**A RESOLUTION TO PURSUE LOCAL ADOPTION AND ENFORCEMENT OF
THE STATE MINIMUM FIRE SAFETY STANDARDS**

RESOLUTION NO 09

A RESOLUTION REGARDING ADOPTION AND ENFORCEMENT OF THE
GEORGIA STATE MINIMUM FIRE SAFETY STANDARDS.

WHEREAS, the Georgia State Minimum Fire Safety Standards promote the life, health,
safety and general welfare of all citizens, and;

WHEREAS, said Standards are also designed to protect the property of all citizens, and;

WHEREAS, pursuant to O.C.G.A. § 25-2-4, the City of Tybee Island is authorized to enforce
the State Minimum Fire Safety Standards, and;

WHEREAS, it is the desire of Mayor and Council to adopt and enforce, in all respects, the
State Minimum Fire Safety Standards, and;

NOW, THEREFORE, BE IT RESOLVED that the City of Tybee Island will pursue adoption
and local enforcement of the Georgia State Minimum Fire Safety Standards, as amended and
adopted pursuant to Title 25 of the Georgia Code, to be enforced as directed by the City
Manager. All ordinances in furtherance of establishing procedures for adoption and local
enforcement of the Georgia State Minimum Fire Safety Standards shall be prepared. Until
such time as these ordinances are passed, the current method for enforcement of the state
minimum fire standards within the City shall remain in place.

SO RESOLVED, this ____ day of _____, 2022.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Shirley Sessions, Mayor

ATTEST:

By: _____
Jane LeViner, CMC
Clerk of Council

File Attachments for Item:

27. Bubba Hughes: Confirmation/Clarification, 2022-04/2022-11 regarding dates

ORDINANCE NO. 2022-04 11

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND GEORGIA, SO AS TO REVISE PERMISSIBLE USES IN RESIDENTIAL ZONING DISTRICTS SPECIFICALLY R-1, R-1-B AND R-2 SO AS TO CLARIFY THE SAME AND TO RECOGNIZE EXISTING AND ONGOING PROPERLY PERMITTED SHORT-TERM RENTALS OF PROPERTIES IN SUCH ZONES BUT TO RECOGNIZE OR ADDRESS ANY PROPERTY CURRENTLY OPERATED AS A SHORT-TERM RENTAL PROPERTY IN SUCH ZONES, AND CONSIDER WHETHER SUCH USES SHALL BE AUTHORIZED TO CONTINUE SUBJECT TO THE TERMS CONTAINED HEREIN AND TO FURTHER AMEND THE CODE SO AS TO CLARIFY THE TERMS THEREOF BY WAY OF APPROPRIATE DEFINITIONS, TO PROVIDE FOR STANDARDS BY WHICH PREVIOUSLY OPERATED LOCATIONS AND NOW TO BE POTENTIALLY NON-CONFORMING USES THAT MAY BE DISCONTINUED, ABANDONED AND NO LONGER BECOME SHORT-TERM RENTAL PROPERTIES, AS DEFINED HEREIN AND TO CREATE REVIEW PROCEDURES RELATED TO ANY DISPUTES AS TO THE DISCONTINUANCE OF SUCH USES AND TO REPEAL CONFLICTING PROVISIONS, TO ESTABLISH AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

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

WHEREAS, the governing authority desires to revise zoning definitions and adopt ordinances under its police and home rule powers; and

WHEREAS, the City of Tybee Island has conducted numerous public hearings, surveys, focus group sessions, stakeholder conference calls and other means of gauging public opinion over a period of years, all on the subject of rentals for under 30 days. While these activities have been held covering all zoning areas on Tybee, this ordinance addresses rental activity within the R-1, R-1-B and R-2 areas only; and

WHEREAS, the community has a limited number of housing units contained within these three residential zones and is seeking to protect and maintain the quantity and diversity of housing options for the general public in accordance with the Tybee Island master plan. The character of the island's residential community is an important feature for residents and for any visitor on the island. The existing tourist trade is very dependent upon this diversity and on the unique character currently found in these zones; and

WHEREAS, the City of Tybee Island has demonstrated that the usage of this limited residential housing stock has become increasingly dominated by rentals for less than thirty days, and in many cases, high turnover rentals with stays of less than five days. These units are also increasingly operated by absent owners, agents, investment firms and other real estate operations with no connection to the Tybee Island community, as demonstrated during the many sessions for public input. This increase has been verified by third party software purchased by the City with the intent to identify and monitor these Short-Term Rentals. The methods and results of this software have been made extensively public and have been thoroughly examined; and

WHEREAS, additionally, while anecdotal evidence demonstrates that behavior by this transient, rental population has improved significantly over the last few years, this has not been achieved without significant dedication of resources by the City of Tybee Island well as significant cooperation from local owner/operators, including, but not limited to, the creation of strict residential noise ordinances, sign ordinances, a dedicated complaint hotline, occupancy restrictions, and an entire dedicated enforcement department enforcing ordinances through citations. These efforts demonstrate the need for continued regulation of this expanding short term rental industry within the residential zones; and

WHEREAS, cities must from time to time update existing zoning definitions to keep pace with changes in technology, population trends and land usages. The City of Tybee Island has determined that the increase in online reservation systems and other peer to peer technology breakthroughs has substantially altered the face of the tourism industry and this plays a significant role in changing the character of neighborhoods within these residential zones; and

WHEREAS, the City has conducted a carrying capacity study that addresses the impact of density and consequences upon the City's infrastructure and which calls for restrictions beyond those previously imposed upon certain uses, including Short-Term Rentals; and

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

SECTION 1 – PURPOSE AND INTENT

The purpose of this ordinance is to clarify the definitions and uses for certain residential zoning districts. Section 4-050(A)(B) and (C) of Article 4 of the Land Development Code shall be amended so as to include the following sections for all buildings and structures located within zoning districts R-1, R-1-B and R-2. Except as set forth herein, no residence, structure or building within zones R-1, R-1-B and R-2, shall be operated as a Short-Term Rental or leased or rented or held available for rental for less than thirty days. Existing and ongoing properly permitted Short-Term Rentals which have been operated within the City in zones R-1, R-1-B and R-2 prior to the effective date hereof shall not be a use as of right, but rather, such use will be a nonconforming use hereafter, except for owner occupied locations as authorized below or in other sections of the Code of Ordinances.

SECTION 2 – DEFINITIONS

The following words and phrases, as used in this article, shall have the following meanings:

Authorized agent means the owner's agent or the owner's designee who is normally available and authorized to respond to any issues arising from a short-term rental unit within two hours and who is authorized to receive written notice on behalf of the owner.

Cap means the maximum number of properties that may be licensed for Short-Term rental use in a given zoning district which may be later defined or established with a restricted zoning designation. The cap may be calculated as a percentage of the total number of developed dwelling units and developable lots within a zoning district or, alternately, as a flat number, not a percentage. Once a zoning district has met its cap, a waiting list or other means of determining eligibility for a permit may be established for properties which seek to obtain a short-term vacation rental permit.

Nonconforming use means the use of any land, building, or structure which does not conform with currently applicable use regulations, but which complied with use regulations in effect at the time the use was established.

Short-term rental (STR) property means an accommodation for guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time less than 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types. This is also identified as “STR”. This shall exclude bed and breakfast accommodations as they are currently defined by the City of Tybee’s land development code. However, bed and breakfast establishments are required to have occupational tax certificates, and to pay taxes and fees as required by law or ordinance.

Sublet rentals is a property which is leased from its owner on a long-term basis (30 days or longer) but then made available by the lessee for short term rental or occupancy to a different party and shall be considered a short-term rental and both lessor and lessee are subject to ordinances regulating short term rentals.

SECTION 3 – NOTICE OF AND ABANDONMENT OF NONCONFORMING USE

If a property holding a Short-Term Rental permit in zoning districts R-1, R-1-B and R-2 fails to conduct short term rentals (rentals of less than 30 days each), at least 90 days of rental at full market value within the preceding 12-month period, it shall be presumed that such short-term rental use has been abandoned and therefore such use shall be unauthorized. It is the owner or rental operator's burden to establish the rentals. The existence of rentals shall be proven by the applicable tax returns filed by the owner for that location. In the event tax returns or other verifiable tax documentation are not available due to the rental occurring, or allegedly occurring, through a marketplace innkeeper or an online booking service, (such as Airbnb or similar providers), the owner may establish rentals through other documentation including rental records to the City's satisfaction. No new permit or renewal of a permit shall be granted if an owner or rental operator fails to make this showing of rentals. Any new owner seeking a permit is responsible to demonstrate the prior property owner's rental history.

Any previously operated Short-Term Rental within the R-1, R-1-B and R-2 zoning districts which is determined abandoned will no longer be allowed to operate as a Short-Term Rental.

Any property holding an STR permit is exempt from the above requirement to establish the short-term rental history for any period where the property is subject to a written lease for a long-term rental. "Long term rental" as used herein means a bona fide written lease agreement for a period of 30 days or more.

SECTION 4 – ALLOWANCES

In locations other than properties zoned R-1, R-1B or R-2, notwithstanding any other provisions in the Code of Ordinances, a Short-Term Rental use is allowable in any zoning districts as long as the Short-Term Rental location and the owners, agents or representatives for such location are in full compliance with all provisions of the City's then current Short-Term Rental Ordinance currently codified at 34-260, et seq. including but not limited to all requirements regarding the payment of taxes, compliance with the Good Neighbor Policy, enforcement of the occupancy limits, compliance with noise and other regulations and such property has avoided citations for violating the Disorderly House Ordinance.

Any structure on a property that contains multiple STR units must have a permit for each separate unit. In zones R-1, R-1B and R-2, if a property identified by a single parcel identification number per official tax records, has more than one structure on it that contains an STR unit, only one structure is eligible to apply for a permit.

SECTION 5 – CAPS IN CERTAIN ZONING DISTRICTS

For purposes of this section, a restricted zoning designation category or cap shall be any zoning district in which an ordinance exists limiting the number of authorized Short-Term Rental units in that particular district. In the event a cap on Short-Term Rental units exists for a certain zoning district and a permitted unit in that district is thereafter disqualified for a rental permit, that unit's permit shall be void. No new location or unit will be issued a Short-Term Rental permit to operate as an STR in any restricted zoning designation district which has already issued permits equaling the cap. Exceptions to this prohibition of issuing new permits over any cap may be allowed as set forth by ordinance. The City may establish a waiting list or other means of determining eligibility for a permit for locations in a restricted zoning designation district as necessary.

SECTION 6 – NEW PERMITS PROHIBITED

No new permits are allowable in R-1, R-1-B, and R-2 zones except as otherwise provided herein.

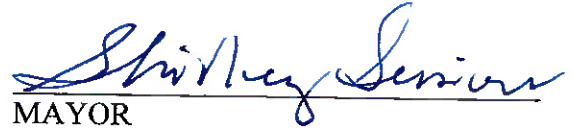
SECTION 7

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

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to the code of the City of Tybee Island, Georgia.

This Ordinance shall become effective on 10 day of October, 2022.

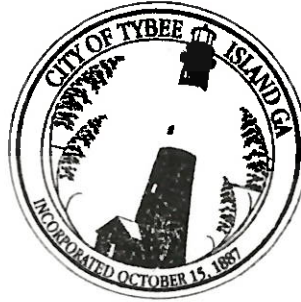
ADOPTED THIS 10 DAY OF October, 2022.


MAYOR

ATTEST:


CLERK OF COUNCIL

FIRST READING: 9/22/22



Original Z-2 in Word – Main – Revised 9-28-2022
Original Z-2 in Word – Main – Revised 8-15-1022
Original Z-2 in Word – Main – Revised 8-11-2022
Amended STVR Ordinance W-O Hardship – 5-31-2022 – By Section

ORDINANCE NO. 2022-04

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND GEORGIA, SO AS TO REVISE PERMISSIBLE USES IN RESIDENTIAL ZONING DISTRICTS SPECIFICALLY R-1, R-1-B AND R-2 SO AS TO CLARIFY THE SAME AND TO RECOGNIZE EXISTING AND ONGOING PROPERLY PERMITTED SHORT-TERM RENTALS OF PROPERTIES IN SUCH ZONES BUT TO RECOGNIZE OR ADDRESS ANY PROPERTY CURRENTLY OPERATED AS A SHORT-TERM RENTAL PROPERTY IN SUCH ZONES, AND CONSIDER WHETHER SUCH USES SHALL BE AUTHORIZED TO CONTINUE SUBJECT TO THE TERMS CONTAINED HEREIN AND TO FURTHER AMEND THE CODE SO AS TO CLARIFY THE TERMS THEREOF BY WAY OF APPROPRIATE DEFINITIONS, TO PROVIDE FOR STANDARDS BY WHICH PREVIOUSLY OPERATED LOCATIONS AND NOW TO BE POTENTIALLY NON-CONFORMING USES THAT MAY BE DISCONTINUED, ABANDONED AND NO LONGER BECOME SHORT-TERM RENTAL PROPERTIES, AS DEFINED HEREIN AND TO CREATE REVIEW PROCEDURES RELATED TO ANY DISPUTES AS TO THE DISCONTINUANCE OF SUCH USES AND TO REPEAL CONFLICTING PROVISIONS, TO ESTABLISH AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

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

WHEREAS, the governing authority desires to revise zoning definitions and adopt ordinances under its police and home rule powers; and

WHEREAS, the City of Tybee Island has conducted numerous public hearings, surveys, focus group sessions, stakeholder conference calls and other means of gauging public opinion over a period of years, all on the subject of rentals for under 30 days. While these activities have been held covering all zoning areas on Tybee, this ordinance addresses rental activity within the R-1, R-1-B and R-2 areas only; and

WHEREAS, the community has a limited number of housing units contained within these three residential zones and is seeking to protect and maintain the quantity and diversity of housing options for the general public in accordance with the Tybee Island master plan. The character of the island's residential community is an important feature for residents and for any visitor on the island. The existing tourist trade is very dependent upon this diversity and on the unique character currently found in these zones; and

WHEREAS, the City of Tybee Island has demonstrated that the usage of this limited residential housing stock has become increasingly dominated by rentals for less than thirty days, and in many cases, high turnover rentals with stays of less than five days. These units are also increasingly operated by absent owners, agents, investment firms and other real estate operations with no connection to the Tybee Island community, as demonstrated during the many sessions for public input. This increase has been verified by third party software purchased by the City with the intent to identify and monitor these Short-Term Rentals. The methods and results of this software have been made extensively public and have been thoroughly examined; and

WHEREAS, additionally, while anecdotal evidence demonstrates that behavior by this transient, rental population has improved significantly over the last few years, this has not been achieved without significant dedication of resources by the City of Tybee Island well as significant cooperation from local owner/operators, including, but not limited to, the creation of strict residential noise ordinances, sign ordinances, a dedicated complaint hotline, occupancy restrictions, and an entire dedicated enforcement department enforcing ordinances through citations. These efforts demonstrate the need for continued regulation of this expanding short term rental industry within the residential zones; and

WHEREAS, cities must from time to time update existing zoning definitions to keep pace with changes in technology, population trends and land usages. The City of Tybee Island has determined that the increase in online reservation systems and other peer to peer technology breakthroughs has substantially altered the face of the tourism industry and this plays a significant role in changing the character of neighborhoods within these residential zones; and

WHEREAS, the City has conducted a carrying capacity study that addresses the impact of density and consequences upon the City's infrastructure and which calls for restrictions beyond those previously imposed upon certain uses, including Short-Term Rentals; and

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

SECTION 1 – PURPOSE AND INTENT

The purpose of this ordinance is to clarify the definitions and uses for certain residential zoning districts. Section 4-050(A)(B) and (C) of Article 4 of the Land Development Code shall be amended so as to include the following sections for all buildings and structures located within zoning districts R-1, R-1-B and R-2. Except as set forth herein, no residence, structure or building within zones R-1, R-1-B and R-2, shall be operated as a Short-Term Rental or leased or rented or held available for rental for less than thirty days. Existing and ongoing properly permitted Short-Term Rentals which have been operated within the City in zones R-1, R-1-B and R-2 prior to the effective date hereof shall not be a use as of right, but rather, such use will be a nonconforming use hereafter, except for owner occupied locations as authorized below or in other sections of the Code of Ordinances.

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Nonconforming use means the use of any land, building, or structure which does not conform with currently applicable use regulations, but which complied with use regulations in effect at the time the use was established.

Short-term rental (STR) property means an accommodation for guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time less than 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types. This is also identified as “STR”. This shall exclude bed and breakfast accommodations as they are currently defined by the City of Tybee’s land development code. However, bed and breakfast establishments are required to have occupational tax certificates, and to pay taxes and fees as required by law or ordinance.

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SECTION 3 – NOTICE OF AND ABANDONMENT OF NONCONFORMING USE

If a property holding a Short-Term Rental permit in zoning districts R-1, R-1-B and R-2 fails to conduct short term rentals (rentals of less than 30 days each), at least 90 days of rental at full market value within the preceding 12-month period, it shall be presumed that such short-term rental use has been abandoned and therefore such use shall be unauthorized. It is the owner or rental operator's burden to establish the rentals. The existence of rentals shall be proven by the applicable tax returns filed by the owner for that location. In the event tax returns or other verifiable tax documentation are not available due to the rental occurring, or allegedly occurring, through a marketplace innkeeper or an online booking service, (such as Airbnb or similar providers), the owner may establish rentals through other documentation including rental records to the City's satisfaction. No new permit or renewal of a permit shall be granted if an owner or rental operator fails to make this showing of rentals. Any new owner seeking a permit is responsible to demonstrate the prior property owner's rental history.

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SECTION 4 – ALLOWANCES

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Any structure on a property that contains multiple STR units must have a permit for each separate unit. In zones R-1, R-1B and R-2, if a property identified by a single parcel identification number per official tax records, has more than one structure on it that contains an STR unit, only one structure is eligible to apply for a permit.

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SECTION 6 – NEW PERMITS PROHIBITED

No new permits are allowable in R-1, R-1-B, and R-2 zones except as otherwise provided herein.

SECTION 7


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

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to the code of the City of Tybee Island, Georgia.

This Ordinance shall become effective on 13 day of October 2022.

Except Sections 3 and 4 which are effective on May 1, 2023

ADOPTED THIS 13 DAY OF October 2022.


MAYOR

ATTEST:


CLERK OF COUNCIL

FIRST READING: 9/20/2022

SECOND READING: 10/13/2022

Original Z-2 in Word – Main – Revised 9-28-2022
Original Z-2 in Word – Main – Revised 8-15-1022
Original Z-2 in Word – Main – Revised 8-11-2022
Amended STVR Ordinance W-O Hardship – 5-31-2022 – By Section

4892-9814-4027.1

File Attachments for Item:

28. Barry Brown: Ambulance Agreement with Chatham County

Emergency Medical Service Response Calls for the City of Tybee Island

CHIEF R. JEREMY KENDRICK
TYBEE ISLAND FIRE RESCUE



What's the difference between ALS and BLS?

1. The sirens are on, the lights are flashing, and an ambulance is en route either to the hospital or to the scene of the incident. But by looking at the ambulance, can you tell whether it's an ALS transport or a BLS? You don't know from the exterior, but there are some significant differences on the inside.

2. First of all, ALS stands for Advanced Life Support

3. BLS stands for Basic Life Support

- Discuss the current (SDS) Service Delivery Strategy

National Emergency Medical Services Information System

- The National Emergency Medical Services Information System ([NEMSIS](#)), is a national EMS database, that provides a glimpse into the nature and frequency of most 911 EMS calls that many Fire/EMS departments run. According to NEMSIS the most frequent conditions that Fire/EMS providers respond to (as determined by the EMS providers) are as follows:

Types of Medical Calls Tybee Island Fire Rescue Responds To:

▪ Injury / Illness

1. Traumatic injury
2. Abdominal pain / problems
3. Respiratory distress
4. Chest pain / discomfort
5. Behavioral / psychiatric disorder
6. Loss of consciousness / fainting
7. Altered level of consciousness

▪ Frequency

- 21.4%
- 12.3%
- 12.2%
- 10.1%
- 7.8%
- 7.7%
- 6.9%

(Con't) Types of Medical Calls Tybee Island Fire Rescue Responds To:

▪ Injury / Illness

8. Seizure
9. Poisoning / drug ingestion
10. Diabetic symptoms (hypoglycemia)
11. Stroke / cerebrovascular accident (CVA)
12. Cardiac rhythm disturbance
13. Cardiac Arrest

▪ Frequency

- 4.7%
- 3.5%
- 2.5%
- 2.0%
- 1.9%
- 1.8%

CHATHAM EMERGENCY SERVICE AVAILABILITY

- Majority of the time when an EMS call takes place on Tybee Island there is no ambulance stationed on the island.
- The ambulance that is stationed on the island is usually pulled into other cities to run calls or either given a posting assignment for coverage.

Contributing Factors

High call volume

Staffing issues

Hold times at the hospital

Abuse of the EMS System

Delayed EMS Response Times

2021 AND 2022 EMS CALLS FOR SERVICE RESPONSE TIMES								
MONTH	30+ MIN RESPONSE		12-30 MIN RESPONSE		TOTAL CALLS FOR SERVICE		AVG RESPONSE TIME	
	2021	2022	2021	2022	2021	2022	2021	2022
JAN	0	7	11	8	45	54	8:46	12:30
FEB	1	3	18	14	71	48	10:17	11:14
MAR	1	7	12	15	53	64	9:08	16:49
APR	1	1	17	19	76	69	8:29	10:36
MAY	1	5	23	27	113	89	11:56	13:04
JUN	5	3	25	18	114	79	11:11	12:48
JUL	5	9	31	19	108	100	11:16	14:34
AUG	3	5	23	21	88	84	9:51	12:40
SEPT	4	4	24	10	67	55	12:30	13:22
OCT	1	3	14	15	54	44	10:35	14:53
NOV	3n/a		9n/a		51n/a		10:11n/a	
DEC	0n/a		17n/a		65n/a		9:53n/a	
TOTAL	25	47	224	166	905	686	10:20	13:15

Tybee 911 Center calling Chatham Emergency Service Dispatch Center requesting an ambulance to respond to a call on Tybee Island.



Chatham County Service Delivery Strategy

- Service will be provided countywide (i.e. including all cities and unincorporated areas) by a single service provider.
- Emergency Medical Service areas are broken into 4 Zones. Zones 1 and 2 are serviced by Chatham Emergency Services
- Services (CES) as directed by the Georgia Board of Public Health. Zones 3 and 4 are designated to Chatham Emergency Services
- Chatham County has contracted with CES to provide this service. Therefore, CES provides EMS countywide.

SDS Con't

List each government or authority that will help to pay for this service and indicate how the service will be funded
(e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise fees, impact fees, bonded indebtedness, etc.)

- Local Government or Authority Funding Method
- Chatham Emergency Services User fees; Service Fees; Stipend Collected for Designated Zones 3 and 4
- Chatham County Operating Fund; Grants
- City of Bloomingdale General Fund; Grants
- City of Garden City General Fund; Grants
- City of Pooler General Fund; Grants
- City of Port Wentworth General Fund; Grants
- City of Savannah General Fund; Grants
- Town of Thunderbolt General Fund; Grants
- **City of Tybee Island General Fund; Grants**

CITY OF TYBEE ISLAND OPTIONS TO IMPROVE EMERGENCY MEDICAL SERVICES

- **Option 1:** Tybee Island Fire Rescue will continue to respond to all medical calls using Engine 1 and Truck 1. This option will continue to tie up our fire apparatus on medical scenes until EMS arrives on scene or the fire department obtains a patient refusal for care and transport to the hospital.
- **Option 2:** Tybee Island Fire Rescue would respond to medical calls using the squad (Squad 1) as a first response vehicle. Squad 1 does not have patient transport capabilities so the squad and its personnel would still be committed to the medical call until EMS arrives on scene or (Squad 1) obtains a patient refusal of care and transport by the patient. If this option is chosen the fire department would still require additional man power in order to keep all fire apparatus in service for other calls. Keep in mind if Squad 1 is committed to a medical call the next 911 call for a medical call will be assigned to Engine 1 or Truck 1.

CITY OF TYBEE ISLAND OPTIONS TO IMPROVE EMERGENCY MEDICAL SERVICES (Con't)

- **Option 3:** Tybee Island Fire Rescue would be a secondary response. Chatham EMS would continue as the primary EMS provider. When the ambulance provided by Chatham is not available to respond Tybee Med 1 (Ambulance 1) would respond and transport if needed to a Hospital of patient's choice. The Squad (Squad 1) (quick Response Vehicle) would then staff Tybee Med 2 (Ambulance 2) if another call went out prior to Chatham or Tybee Med 1 returning to the island for service. Again All Personnel will be fire trained to assist with fires or any other emergency on the island.
- **Option 4:** Tybee Island Fire Rescue would be the primary EMS provider for the City of Tybee Island. Tybee Island 911 Center would be the primary dispatch center for Tybee EMS Med 1 as first ambulance, and transport if needed to Patient's choice in hospital. When Med 1 transports, Squad 1's crew would staff Med 2 and run another call until Med 1 returns from the previous transport. If a third medical call response is needed Mutual aid would have to be requested for that call and Fire companies would respond till arrival of an EMS unit.

Employee Payroll Cost: \$557,322.00

EMS Sergeant/Firefighter Paramedic	Annual Wages \$70,000.00	Overtime \$6,932.00	Other Pay \$1,480.00	Total \$78,412.00	FICA \$4,599.00	Health Ins. \$21,216.00	Dental Ins. \$396.00	Life Ins. \$1000.00	Disability \$240.00
EMS Sergeant/Firefighter Paramedic	Annual Wages \$70,000.00	Overtime \$6,932.00	Other Pay \$1,480.00	Total \$78,412.00	FICA \$4,599.00	Health Ins. \$21,216.00	Dental Ins. \$396.00	Life Ins. \$1000.00	Disability \$240.00
EMS Sergeant/Firefighter Paramedic	Annual Wages \$70,000.00	Overtime \$6,932.00	Other Pay \$1,480.00	Total \$78,412.00	FICA \$4,599.00	Health Ins. \$21,216.00	Dental Ins. \$396.00	Life Ins. \$1000.00	Disability \$240.00
EMS EMT/Firefighter	Annual Wages \$48,588.00	Overtime \$4,859.00	Other Pay \$1,480.00	Total \$54,927.00	FICA \$4,202.00	Health Ins. \$21,216.00	Dental Ins. \$396.00	Life Ins. \$100.00	Disability \$240.00
EMS EMT/Firefighter	Annual Wages \$48,588.00	Overtime \$4,859.00	Other Pay \$1,480.00	Total \$54,927.00	FICA \$4,202.00	Health Ins. \$21,216.00	Dental Ins. \$396.00	Life Ins. \$100.00	Disability \$240.00
EMS EMT/Firefighter	Annual Wages \$48,588.00	Overtime \$4,859.00	Other Pay \$1,480.00	Total \$54,927.00	FICA \$4,202.00	Health Ins. \$21,216.00	Dental Ins. \$396.00	Life Ins. \$100.00	Disability \$240.00

Questions?

Comments



AGENDA ITEM

CITY COUNCIL MEETING: December 8

Emergency Medical Response Options

Discussion

ATTACHMENTS

[Emergency Medical Service PPT.pptx](#)

[Tybee Island Fire Rescue EMS Plan.docx](#)

Trip Count by Nature of Call

Trip Date IS BETWEEN 10/01/2022 AND 10/31/2022; AND Call Types IS 01- ALS-PARAMEDIC OR 02- ALS-AEMT OR 03- BLS OR 07- SCT; AND Call Source IS TYBEE 911

Chatham Emergency Services

	01- ALS-PAR	03- BLS	Total
ABDOMINAL PAIN	1	0	1
ALLERGIC REACTION	1	0	1
ALT MENTAL STATUS	2	0	2
ASSAULT DOMESTIC	1	0	1
CARDIAC ARREST	1	0	1
CHEST PAIN	2	0	2
DEAD PERSON	1	0	1
DIZZY	1	0	1
FALL	6	0	6
HEADACHE	1	0	1
HYPER HYPOTENSION	1	0	1
INGESTION POISONING	1	0	1
INTOXICATED PERSON	1	0	1
MEDICAL ISSUES	2	0	2
MOTOR VEHICLE COLLISION	5	0	5
NAUSEA VOMITING	2	1	3
PAIN	1	2	3
PSYCHIATRIC	0	1	1
RESPIRATORY DISTRESS	2	0	2
SEIZURES	1	0	1
SUICIDE ATTEMPT	1	0	1
UNCONSCIOUS FAINTING	3	0	3
Total	37	4	41



Tybee Island Fire Rescue

P.O. Box 2749 · 512 Jones Avenue Tybee Island, GA 31328 · (912-472-5061)

Subject: Tybee Island Emergency Medical Services

Date: August 25, 2022

Why-There is a serious issue concerning the lack of Emergency Medical Services on the Island. Chatham EMS is a private contracted agency providing coverage for all of Chatham County. This meaning they have the responsibility of covering the entire county not just our city. If Tybee Island Fire Rescue starts providing EMS transport services there will be an upfront cost. The Tybee Island Fire Rescue department will staff the ambulance with firefighter EMT's/Paramedics. The biggest advantage is the ambulances would stay on the island for emergencies that are in the city limits there will be no out of area responses unless (MOU's) Memorandum of Understandings are created with other EMS agencies. Tybee Fire Rescue would ensure we as a city provide the best service, and ensure that an ambulance is available when a medical emergency arises.

The Startup Cost: 2 Demers Type II Ambulance Ford Transit \$230,000.00

2 Power Pro Stretchers \$50,402.00

3 LUCAS Chest Compression System \$41,055.51

3 LUCAS External Power Supply \$940.50

3 LUCAS 3 Batteries \$1,818.00

1 LUCAS Disposable Suction (12 pack) \$421.50

2 Stair Pro Chairs \$7,247.46

2 5 years ProCare Annual onsite Preventive Maintenance \$11,985.00

2 5 years ProCare Load system Annual onsite Preventive Maintenance \$14,467.00

3 5 years ProCare LUCAS onsite Annual onsite Preventive Maintenance \$19,150.50

2 5 years ProCare Stair Chair Annual onsite Preventive Maintenance \$2,150.50

Total Startup Cost Expense **\$426,417.67**

Insurance Billing Cost: Fire Administration spoke with Fire Recovery who is a billing agency for Fire and EMS departments. Fire Recovery has capabilities of billing for all insurances, Medicare, Medicaid. To establish billing specifically for Medicare/Medicaid it takes one year with inspection of said Emergency Services. Every EMS agency goes through this process.

If the fire department chooses to use Fire Recovery to bill for EMS services there is a onetime enrollment cost of \$1500.00 dollars.

Recovery Cost: If Tybee Island Fire Rescue billed for the 800 EMS calls we ran year 2021 we predict a 75% pay rate which equals 600 EMS calls per year which would be roughly \$450,000.00 dollars revenue returned to the city charging at a Basic Life Support rate. If the charges were for Advance Life Support transport the return revenue could possibly be **\$600,000.00. This is forecasted revenue and is not guaranteed.**

Billing Rate Cost: \$700.00 Flat rate for Basic Life Support transport rate.

Billing Rate Cost: \$1000.00 Flat rate for Advance Life Support transport rate.

Billing Rate Charge for Fire Recovery will be based on call volume. In other words if we as the EMS service don't get paid for services than Fire Recovery does not charge our agency for billing.

NOTE: There would be a soft billing for the City of Tybee residence meaning no additional charges beyond what insurance pays.

Staffing Cost:

3 EMS Sergeant/Firefighter Paramedic
3 EMS Firefighter/AEMT's

Position	Annual Wages	Overtime	Other Pay	Total	FICA	Health Ins.	Dental Ins.	Life Ins.	Disability
EMS Sergeant/Firefighter Paramedic	\$70,000.00	\$6,932.00	\$1,480.00	\$78,412.00	\$4,599.00	\$21,216.00	\$396.00	\$1000.00	\$240.00
EMS Sergeant/Firefighter Paramedic	\$70,000.00	\$6,932.00	\$1,480.00	\$78,412.00	\$4,599.00	\$21,216.00	\$396.00	\$1000.00	\$240.00
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EMS EMT/Firefighter	\$48,588.00	\$4,859.00	\$1,480.00	\$54,927.00	\$4,202.00	\$21,216.00	\$396.00	\$100.00	\$240.00
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EMS EMT/Firefighter	\$48,588.00	\$4,859.00	\$1,480.00	\$54,927.00	\$4,202.00	\$21,216.00	\$396.00	\$100.00	\$240.00

Employee Payroll Cost: **\$557,322.00**

Fuel Cost: **\$20,000.00** Added cost to fuel budget.

Option 1: Tybee Island Fire Rescue will continue to respond to all medical calls using Engine 1 and Truck 1. This option will continue to tie up our fire apparatus on medical scenes until EMS arrives on scene or the fire department obtains a patient refusal for care and transport to the hospital.

- PROS
 - No Pro's
- CONS
 - Tybee Island Fire Rescue will maintain our current staffing which will be a shortfall for the fire department in many areas. ISO rating, and medical response.
 - Tybee Island Fire Rescue will have to continue to wait for EMS to arrive on scene on medical calls. We have documented several EMS calls that have shown the department's fire apparatus and personnel have had to sit with a patient until EMS arrived on scene to assume patient care and transport. Times have ranged from 30 minutes to an hour.

Option 2: Tybee Island Fire Rescue would respond to medical calls using the squad (Squad 1) as a first response vehicle. Squad 1 does not have patient transport capabilities so the squad and its personnel would still be committed to the medical call until EMS arrives on scene or (Squad 1) obtains a patient refusal of care and transport by the patient. If this option is chosen the fire department would still require additional man power in order to keep all fire apparatus in service for other calls. Keep in mind if Squad 1 is committed to a medical call the next call will be assigned to Engine 1 or Truck 1

- PROS
 - Increased manpower which will improve ISO rating and medical response.
 - The city of Tybee will not have the startup cost associated with purchasing ambulance transport apparatus along with equipment to outfit the ambulances.
- CONS
 - Tybee Island Fire Rescue will have to continue to wait for EMS to arrive on scene on medical calls. We have documented several EMS calls that have shown the department's fire apparatus

and personnel have had to sit with a patient until EMS arrived on scene to assume patient care and transport. Times have ranged from 30 minutes to an hour.

Option 3: Tybee Island Fire Rescue would be a secondary response. Chatham EMS would continue as the primary EMS provider. When the ambulance provided by Chatham is not available to respond Tybee Med 1(Ambulance 1) would respond and transport if needed to a Hospital of patient's choice. The Squad (Squad 1) (quick Response Vehicle) would then staff Tybee Med 2 (Ambulance 2) if another call went out prior to Chatham or Tybee Med 1 returning to the island for service. Again All Personnel will be fire trained to assist with fires or any other emergency on the island.

- PROS
 - Tybee Island Fire Rescue would be available if Chatham Ambulance is not available.
 - Chatham Emergency Services could leave the Island based on Tybee Island Fire Rescue having staff 2 ambulances.
 - Tybee Island Fire Rescue would not have to transport if Chatham is available on the island.
 - Share call volume on the Island.
 - EMS coverage with transport capabilities will always be available on the Island.
- CONS
 - Tybee Island Dispatch would still have to contact Chatham on all medical calls. History has shown in many other municipalities that the EMS 911 provider will more than likely request Tybee Fire Rescue to transport more often than not based on the EMS 911 providers ambulance availability.

Option 4: Tybee Island Fire Rescue would be the primary EMS provider for the City of Tybee Island. Tybee Island 911 Center would be the primary dispatch center for Tybee EMS Med 1 as first ambulance, and transport if needed to Patient's choice in hospital. When Med 1 transports, Squad 1's crew would staff Med 2 and run another call until Med 1 returns from the previous transport. If a third medical call response is needed Mutual aid would have to be requested for that call and Fire companies would respond till arrival of an EMS unit.

- PROS
 - The City of Tybee Island Gov't has complete control over Emergency Medical Services and Personnel working for Tybee Island Fire Rescue.
 - Tybee Island Dispatch would not have to contact Chatham Dispatch which would decrease 911 Response times and Transport times.
 - Tybee Island could contract during high volume calls (Example: 4th of July) with private EMS to assist with EMS coverage.
- CONS
 - In the case of 3 medical emergencies Mutual aid would have to be requested. This is the case for every agency that provides fire services and EMS services.

File Attachments for Item:

29. Barry Brown: MRS Building Roof Payment



AGENDA ITEM

CITY COUNCIL MEETING: December 8

Councilmember Brown is requesting the payment be made for a new roof on the Marine Rescue Squadron building.

----- Forwarded Message -----

From: Danny Johnson <aceroofing.remodeling@yahoo.com>

To: Barry Brown <babhbinc@bellsouth.net>

Sent: Thursday, December 1, 2022, 10:12:43 AM EST

Subject: Marine Squadron Building Tybee Island Ga

ACE
Roofing & Remodeling Inc

Checks payable to-

Daniel E Johnson
912-354-3521
103 Holley Cir. Guyton Ga. 31312
aceroofing.remodeling@yahoo.com

Bill for Service:

To: Marine Rescue Squadron in care of Barry Brown
Address: Marine Squadron Building

Date: 12/01/22

Duration lifetime architectural shingles.

Total \$15,900.00

Thank you!

Approve the Payment \$15,900 for new roof on the Marine Rescue Squadron building.

File Attachments for Item:

30. Brian West: Wagging Winter Wednesday

Wagging Winter Wednesdays

A proposal to allow dogs on the beach on Tybee



Many residents on Tybee have wanted to walk their dogs on the beach. This proposal offers a one-day a week chance to do this. It proposes to allow dogs on leash on Wednesdays Only during the winter months from 1 November to 1 March. The designated area is from 14th Street to Inlet Avenue. Dogs are not allowed on the pier.

WHEN: Wednesdays only
Sunrise to 4pm
1 November - 1 March

WHERE: 14th Street to Inlet Avenue

Responsibility of Dog Owners

Owners must be present at all times and ensure their dog is non-aggressive and under voice control. Dogs on leash only.

Owners must have bags on them at all times to collect dog feces and dispose of it in marked trash containers. Tybee will not supply bags. Bring Your Own Bags. BYOBags

Responsibility of the City of Tybee

COTI would announce the new regulations on allowing dogs on the beach on Wednesdays only from sunrise to 4pm 1 November - 1 March from 14th to Inlet Ave their various websites. The current ordinance would need to be adapted.

COTI would post signage near the designated area on the beach which permits dogs indicating rules and penalties for non-compliance.

Code Enforcement Officers would patrol occasionally throughout the day and check compliance of BYOBags and issue citations.

File Attachments for Item:

31. PC MINUTES OCTOBER 17, 2022

PLANNING COMMISSION

Marie Gooding
Susan Hill
David McNaughton
Elaine McGruder
Whitley Reynolds
Marie Rodriguez
Martha Williams



CITY MANAGER

Shawn Gillen

COMMUNITY DEVELOPMENT DIRECTOR

George Shaw

CITY ATTORNEY

Edward M. Hughes

**Planning Commission Meeting
MINUTES
October 17, 2022**

Vice Chair Elaine McGruder called the October 17, 2022, Tybee Island Planning Commission meeting to order. Commissioners present were **Susan Hill, Whitley Reynolds, Marie Rodriguez, Marie Gooding** and **Martha Williams**. **Chair David McNaughton** was absent.

Consideration of Minutes:

Vice Chair Elaine McGruder asked for consideration of the September 19, 2022, meeting minutes. **Susan Hill** made a motion to approve. **Whitley Reynolds** seconded. Vote was unanimous.

Disclosures/Recusals:

Vice Chair Elaine McGruder asked if there were any Disclosures or Recusals. There were none.

Public Hearings:

New Business:

Map and Text Amendment: requesting to change zone from R-2 to R-T – 6 13th Lane – 40007 05010B - Zone R-2 – Cynthia Clements.

George Shaw stated Ms. Clements is requesting to rezone property at 6 Thirteenth Lane. He showed the zoning map on the screen and stated the lots adjacent to her are zoned R-T and C-1*/SE. Thirteenth Lane is the dividing line between R-T and R-2. **George Shaw** stated the reason for the rezoning as he understands is so it will be eligible for a short term rental permit. As of last Thursday they are not allowed in the R-2 district any longer. Without further guidance from council, after the last year and a half I would not feel comfortable recommending this for approval for R-T so staff recommends denial. **Vice Chair Elaine McGruder** asked is there any procedure for changing zoning a lot at a time. **George Shaw** stated there is not a lot of guidance in our ordinance. Generally there would be some reason to create a district. **Marie Rodriguez** stated she looked through the book and could not find anything on spot zoning so would it have to be that the whole street would have to be zoned and put into the other side or not. **George Shaw** stated spot zoning is a phrase people use it is not a legal term. You can ask to rezone any parcel you want. **Martha Williams** stated to be honest with you I don't feel comfortable zoning onesie twosies. I know there is a few lots that are all by themselves here and there throughout the City, for various reasons. But I think if the City plans to rezone they need to take a holistic approach and look at the whole City. **Cynthia Clements** who lives at 6 thirteenth Lane approached the planning commission and stated we moved here in 2015 and have four generations living in the home. Thirteenth Lane is part of my property so currently my property is in two different zones R-T and R-2. I own the lane and pay taxes on it. She stated my zone needs to be uniform. There are seven properties touching my

home that are STVR rentals that have been there since 2020. I did nothing wrong. They were all able to get STVR permits in an R-2 zone. I am asking you to do the right thing. We are going to build a home on Eagles Nest Lane. I need to sell my thirteenth lane home and it will be difficult to sell without the new owner being able to obtain an STVR permit. **Marie Gooding** stated I would like to ask you if you talked to the owners of those houses in that block about their desire to change zones or what their thoughts are about you changing yours. **Cynthia Clements** yes when I first talked to George about it he thought I would only have to pay one 500.00 fee to change all of them so I talked with the neighbors they were all fine with it. But then when they found out they would all have to pay the 500.00 fee they changed their minds. **Martha Williams** asked George Shaw, is it true that the R-T zone runs through her property or not. **George Shaw** stated in my opinion the coloring is a little off and generally zoning lines run down property lines as a rule. In this particular case I would say it runs down the property line not through the property. We have some split lots in the C-2 district for reasons I don't quite understand. But they are clearly split zoning lots. **Cynthia Clements** stated that map clearly show it. **Vice Chair Elaine McGruder** stated are you talking about the road in front of your house. **Cynthia Clements** stated yes that is a private lane and we all own that lane and we pay taxes on it. **Gail Lamb**, who lives at 712 Second Avenue, approached the Planning Commission and asked how many other applications you could have like this. **George Shaw** stated there might be a dozen or so in the C-2 district. **Martha Williams** stated I still think if were opening a can of worms if we recommend to zone onesie twosie at this point and time. Now this will go to City Council and they may have other considerations, but I don't think it is consistent with a unified approach to master planning or any of the ordinances that are currently on the books. **Susan Hill** made a motion to deny. **Martha Williams** seconded. The vote to deny was unanimous.

Adjournment: 7:00pm

Lisa L. Schaaf

DRAFT

File Attachments for Item:

32. PC MINUTES 11/14/2022

PLANNING COMMISSION

Marie Gooding
Susan Hill
David McNaughton
Elaine McGruder
Whitley Reynolds
Marie Rodriguez
Martha Williams



CITY MANAGER

Shawn Gillen

COMMUNITY DEVELOPMENT DIRECTOR

George Shaw

CITY ATTORNEY

Edward M. Hughes

**Planning Commission Meeting
MINUTES
November 14, 2022**

Chair David McNaughton called the November 14, 2022, Tybee Island Planning Commission meeting to order. Commissioners present were **Susan Hill, Whitley Reynolds, Marie Rodriguez, Elaine McGruder, Marie Gooding** and **Martha Williams**.

Consideration of Minutes:

Chair David McNaughton asked for consideration of the October 17, 2022, meeting minutes. **Elaine McGruder** made a motion to approve. **Marie Rodriguez** seconded. Vote was unanimous.

Disclosures/Recusals:

Chair David McNaughton asked if there were any Disclosures or Recusals. **Chair David McNaughton** stated he would have to recuse his self from item two the Text amendment.

Public Hearings:

New Business:

Site Plan Approval with Variance: requesting to remove off street parking -1311 Butler Ave. -40007 16002 – Zone C-2 – Jim Sheffield.

Marie Rodriguez made a motion to approve. **Whitley Reynolds** seconded. Voting in favor to approve were **Susan Hill, Whitley Reynolds, Marie Rodriguez, Elaine McGruder, Marie Gooding**. Voting against the vote to approve was **Martha Williams**. The vote to approve was 5-1.

Text Amendment: Land Development Code - Section 4-051. Short-Term Rentals – City of Tybee.

Susan Hill made a motion to approve. **Marie Gooding** seconded. The vote to approve was unanimous.

Adjournment: 7:15pm

Lisa L. Schaaf