

**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** **July 13, 2023 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

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

1. Minutes, Second Reading Millage, June 22, 2023
2. Minutes, Regular Council Meeting, June 22, 2023

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

3. Call to Election, November 7, 2023
4. Keith Howington, Update on City Hall Renovation

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

5. Kathryn Williams, Forever Tybee: Beach benches and swings
6. Julia Pearce: Pilgrimage from Tybee Lazaretto to Ghana: Door of No Return

If there is anyone wishing to speak to anything on the agenda other than the public hearings, please come forward. Please limited your comments to 3-5 minutes.

#### Consideration of Approval of Consent Agenda

#### Public Hearings

7. Special Review: Sec 3-100 Beach, 708 Butler Avenue, CFK Properties, LLC

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



Consideration of Bids, Contracts, Agreements and Expenditures

8. Award Symbioscity RFP, Review of the Land Development Code

Consideration of Ordinances, Resolutions

9. Resolution 2023-: Declare Local Emergency in Connection with Certain Events that would overwhelm the capacity of City Resources  
10. First Reading: Sec 2-36 Compensation Change - Mayor and Council FOR DISCUSSION AND INTRODUCTION

Council, Officials and City Attorney Considerations and Comments

11. Bubba Hughes: Shields Investment, Application for STR  
12. Brian West:
  - Land Bank
  - Remove Dump Fees for Residents

Minutes of Boards and Committees

13. Tybee Island Marine Science Center Minutes  
14. Planning Commission Minutes June 12, 2023

Executive Session

Discuss litigation, personnel and real estate

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

Adjournment

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

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



**THE VISION OF THE CITY OF TYBEE ISLAND**

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



**THE MISSION OF THE CITY OF TYBEE ISLAND**

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

**File Attachments for Item:**

1. Minutes, Second Reading Millage

City Council Minutes, June 22 2023

Mayor Sessions called the meeting to order June 22, 2023 at 10:00AM. Those in attendance were Brian West, Monty Parks, Barry Brown, and Jay Burke. Also attending were Michelle Owens, Acting City Manager, and Jan LeViner, Clerk of Council. Nancy DeVetter and Spec Hosti were excused.

### **Opening Ceremonies**

Call to Order

### **Public Hearings**

**Second Reading: Millage.** Jen Amerell approached Mayor and Council. She to explain the rates. Dee Matkowski approached Mayor and Council and asked for an explanation of the abbreviations on the PT 38 Form. Ms. Amerell explained. **Monty Parks** made a motion to approve the roll-back rate at 3.542. **Brian West** seconded. Vote was unanimous to approve, 4-0.

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

Meeting adjourned at 10:10AM

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Janet LeViner, MMC  
Clerk of Council

**File Attachments for Item:**

2. Minutes, Council Meeting, June 22, 2023

Mayor Sessions called the meeting to order at 6:30PM, June 8, 2023. Those in attendance were Brian West, Monty Parks, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Also attending were Michelle Owens, Acting City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney, and Jan LeViner, Clerk of Council. Dr. Gillen was excused.

### **Opening Ceremonies**

Call to Order

Invocation: Jan LeViner, Clerk

Pledge of Allegiance

### **Consideration of Items for Consent Agenda**

- Minutes, June 8, 2023
- Attachments to Minutes, June 8, 2023
- Approval of Change Order, AD Williams, for grading, graveling and paving of the DPW yard to include budget amendments
- Contract Addendum: AWR Strategic Consulting, LLC
- Budget amendment for costs associated with the preparation of June 30th weekend

### **Recognitions and Proclamations**

**Jaime Spear** approached Mayor and Council. Ms. Spear asked Officer James Bishop, Tybee Island Police Department, to come forward. Officer Bishop was then recognized as Employee of the 1st Quarter 2023. Mayor Sessions thanked Officer Bishop for his hard work and dedication to the City.

**Mayor Sessions** invited **Eric Reisner, Master Chief, USCG, Tybee Island** to the podium. Mayor Sessions presented Master Chief Reisner with a Certificate of Appreciation for everything Coast Guard Tybee does for the Island. Chief Reiser thanked Mayor and Council.

**Mayor Sessions** invited Mike Hosti to the Diaz. She then read a **Proclamation** and presented Mr. Hosti with a Key to the City in appreciation for everything he has done for the community.

### **Reports of Staff, Boards, Standing Committees and/or Invited Guest.**

**Cassidi Kendrick** approached Mayor and Council. Ms. Kendrick then introduced **Holly Lawe, Chair, Historic Preservation Commission**. Ms. Lawe gave a presentation to include updates from the Commission. Mayor Sessions thanked her for her dedication to the City.

**Chuck Bargeron** approached Mayor and Council. He expressed his concerns with high traffic volumes on Lovell and 2<sup>nd</sup> Avenue. Mayor Sessions thanked Mr. Bargeron for his comments and concerns.

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

### **Public Hearings**

**Second Reading: FY2024 Budget.** **Nancy DeVetter** made a motion to approve. **Spec Hosti** seconded. **Discussion: Dr. West** stated he had concerns regarding the proposed budget but they have been addressed by Staff and he is appreciative of Staff taking the time to address those concerns. One of those concerns was the inclusion of a performance review system for employees that gives weight on how well they perform, how long been with the organization, and things along those lines. It is his understanding that Staff has a plan to have evaluations on all employees by end of year. His other concern was the compensation study, as he does not feel it was representative of our area. After reviewing, all the categories were below the median for

our City. He will now support the proposed budget as his concerns were successfully addressed. Voting in favor were Nancy DeVetter, Brian West, Spec Hosti and Monty Parks. Voting against were Barry Brown, and Jay Burke. Motion to approve, 4-2.

**Third Reading: Millage. Jen Amerell** approached Mayor and Council. Ms. Amerell stated the City will generate \$2.6M in tax revenue with the roll-back rate. If the City did not do the rollback, it would be \$2.8, approximately \$200,000 in savings. **Monty Parks** made a motion to rollback the millage rate to 3.542. **Jay Burke** seconded. Voting in favor were Monty Parks, Jay Burke, Brian West, Barry Brown and Spec Hosti. Voting against were Nancy DeVetter. Motion to approve, 5-1.

### **Consideration of Ordinances, Resolutions**

**Second Reading: 2023-15A: Ability to obtain an STR permit for applicants holding a building permit for new construction or extensive renovations at the time of adoption of the moratorium without public hearings. Jay Burke recused. Mr. Hughes** stated there is actually two (2) versions of this ordinance. The one that was actually voted and approved on first reading is more similar to the revision in Sec 3 that City Staff through investigations determine the existence and nature of the permit is in compliance with the requirements of reports to Mayor and Council who make all the decisions. There was one change at first reading in regards to supposedly Staff making the determination that there would be an appeal to Mayor and Council. This is inconsistent with State Law and has been removed. **Spec Hosti** made a motion to approve. **Brian West** seconded. Voting in favor were Brian West, Spec Hosti, and Monty Parks. Voting against were Nancy DeVetter and Barry Brown. Motion to approve 3-2.

**Second Reading: 2023-18: Text Amendment: An amendment to the calamity clause of the STR Ordinance (2022-04) for time period and procedure. Dr. West** stated he appreciates all the emails he has received regarding the protection of our neighborhoods and completely agree with protecting our neighborhoods and respecting our residents. He stated his neighborhood is very different as most of his neighbors are there most of the summer and leave in the summer and rent their house out during the summer months. During that time if there are issues they help the renters. Dr. West continued he wants to continue to help his neighbors and that is why he is voting in the affirmative. He thank Mayor Sessions for allowing him to make those comments. **Spec Hosti** made a motion to approve. **Brian West** seconded. Voting in favor were Brian West, Monty Parks, Barry Brown, and Spec Hosti. Voting against was Nancy DeVetter. Motion to approve 4-1.

### **Jay Burke returned to the meeting.**

**Second Reading: 2023-23: Historic Preservation Commission. Monty Parks** made a motion to approve. **Nancy DeVetter** second. Vote was unanimous to approve.

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

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

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

Meeting adjourned at 9:50PM

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Janet LeViner, MMC  
Clerk of Council



**File Attachments for Item:**

3. Call to Election, November 7, 2023

**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

**CITY CLERK**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

### **ELECTION NOTICE TYBEE ISLAND, GEORGIA CALL FOR ELECTION QUALIFYING NOTICE**

Notice is hereby given to the citizens of Tybee Island, Georgia that the General Municipal Election will be held November 7, 2023 between the hours of 7:00AM and 7:00PM for the election of the Mayor and three (3) Council Members.

#### **POLLING PLACES FOR THIS ELECTION**

4-10: Burke Day Public Safety Building  
78 Van Horne Street

4-11: Tybee School Cafeteria  
204 Fifth Street

Qualifying begins Tuesday, August 22, 2023. Hours of qualification are 8:30AM – 4:30PM each day and closes Thursday, August 24, 2023 at 4:30PM. Qualification will be held at:  
Tybee Island City Hall  
Modular “A”  
Clerk’s Office  
4<sup>th</sup> Street  
Tybee Island, GA 31328

#### **Qualifying Fees:**

Mayor:	\$252.00
Council Members:	\$144.00

Janet LeViner, MMC  
Clerk of Council  
City of Tybee Island, GA

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

**File Attachments for Item:**

6. Julia Pearce: Pilgrimage from Tybee Lazaretto to Ghana: Door of No Return

**CAPE COAST METROPOLITAN ASSEMBLY  
(CCMA)**

Our Ref: CCMA.03/1/01/10

Your Ref:.....



P.O BOX 200  
CAPE COAST  
Web: <http://www.ccma.gov.gh>  
E-MAIL: [info@ccma.gov.gh](mailto:info@ccma.gov.gh)  
Tel: 0312-291355  
Fax: 0332-132226  
Digital Address: CC-000-5015

**6<sup>th</sup> June, 2023**

**ESTABLISHMENT OF A SISTER-CITY RELATIONS WITH CITY OF TYBEE  
ISLAND, GEORGIA, USA**

This is to acknowledge your letter dated 30<sup>th</sup> May, 2023 introducing Mrs Julia Pearce to my Office.

I have already received Mrs. Pearce in my Office to discuss starting a Sister-City relationship between the City of Cape Coast, Ghana and City of Tybee Island, Georgia, USA.

I wish to indicate our acceptance of your proposal and readiness to strategically partner with you for the mutual benefit of our cities. On this note, we would like to take this opportunity to officially invite you to visit Cape Coast, Ghana.

In the meantime, I wish to inform you that we have already planned a trip to the United States of America from 5<sup>th</sup> to 8<sup>th</sup> October, 2023.

We hope to receive an invitation from your office to enable us include a trip to your City whilst we are in the United States for further discussions.

I bring you felicitations from the City of Cape Coast.



**HON. ERNEST ARTHUR  
METROPOLITAN CHIEF EXECUTIVE**

**MAYOR SHIRLEY SESSIONS,  
CITY OF TYBEE ISLAND,  
GEORGIA, USA**

**File Attachments for Item:**

7. Special Review: Sec 3-100 Beach, 708 Butler Avenue, CFK Properties, LLC



# STAFF REPORT

PLANNING COMMISSION MEETING: June 12, 2023  
 CITY COUNCIL MEETING: July 13, 2023

LOCATION: 708 Butler Ave.

PIN: 40005 20006

APPLICANT: CFK Properties, LLC

OWNER: CFK Properties, LLC

EXISTING USE: Single family home

PROPOSED USE: Crossover for subdivision

ZONING: R-2  
 review

USE PERMITTED BY RIGHT: After special

COMMUNITY CHARACTER MAP: Beachfront Neighborhood

APPLICATION: Special review *Section 3-100 Beach, dune, or vegetation disturbance/crossover maintenance and construction.*

PROPOSAL: The applicant is requesting to construct a new crossover from the lot to the beach.

ANALYSIS: This parcel is to become a ten lot subdivision. The crossover will offer direct access to the beach.

The Comprehensive Plan describes the Beachfront Neighborhood in which it lies as follows:

*The beachfront neighborhood to the east of Butler Ave. is exclusively R-2 zoning, with single family and multifamily, and duplex housing types. The area is characterized by wide streets with on street parking and old growth trees supplemented by side alleys. Public and private beach access are available.*

<i>Comprehensive Plan – Community Character Area Beachfront Neighborhood</i>		<i>Meets Strategy Y/N or N/A</i>
<i>Recommended Development Strategies</i>		
1.	Historic structures should be preserved whenever possible	N/A
2.	Enhance the pedestrian environment where feasible	Y
3.	Preserve old growth trees	N/A
4.	Preserve and maintain public beach access and enhance when necessary	Y
5.	Do not allow the intrusion of commercial uses	N/A
6.	Preserve the low density character of the area	N/A
7.	Encourage preservation of the large historic beach to Butler Ave. lots	N/A
8.		

## STAFF FINDING

This crossover was previously approved but the State DNR permission expired. Staff recommends approval.

*This Staff Report was prepared by George Shaw.*

ATTACHMENTS

- A. Special Review application (5 pages)
- B. Description (1 page)
- C. Construction drawings (1 page)
- D. SAGIS map (1 page)



"Recording Fee"

**CITY OF TYBEE ISLAND  
SPECIAL REVIEW APPLICATION**

**Fee \$500**

Applicant's Name CFK Properties, LLC

Address and location of subject property 708 Butler Avenue

PIN 40005 20006 Applicant's Telephone Number 912-695-8925

Applicant's Mailing Address P.O. Box 13921, Savannah, Georgia, 31416

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

Add private crossover for ten (10) properties as previously approved.

Property Owner's Name CFK Properties, LLC Telephone Number 912-695-8925

Property Owner's Address 15 Lake Street, Suite 230, Savannah, GA, 31411

Is Applicant the Property Owner?  Yes  No

If Applicant is the Property Owner, Proof of Ownership is attached:  Yes emailed deeds to George & Lisa on 5/24/23

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 R-2 Current Use Family / STUR

Names and addresses of all adjacent property owners are attached:  Yes Lisa has form before

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] 5/25/2023  
Signature of Applicant Date

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

Fee Amount \$ 500.00 Check Number 5036 Date 5/24/23

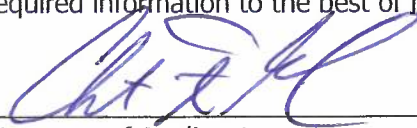
City Official [Signature]



NOTE: This application must be accompanied by following information:

- A detailed description of the proposed activities, hours of operation, or number of units.
- 8 copies, no smaller than 11 x 17, of the proposed site plan and architectural renderings.
- Disclosure of Campaign Contributions form

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

  
\_\_\_\_\_  
Signature of Applicant

5/25/2023  
\_\_\_\_\_  
Date



## CITY OF TYBEE ISLAND

### CONFLICT OF INTEREST IN ZONING ACTIONS DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

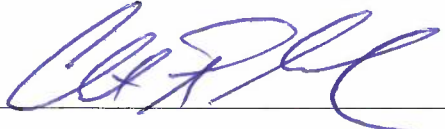
Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

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 Christopher F Koncal

Date 5/25/2023



That the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt and sufficiency of which are hereby acknowledged, and before the sealing and delivery of these presents, the Party of the First Part has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Party of the Second Part, its representatives and assigns, all of its partial undivided interest in the following described tract or parcel of land lying and being in Tybee Island, Chatham County, Georgia and described as follows:

708 Butler Avenue, Tybee Island, Georgia.

See Exhibit "A", attached hereto and incorporated herein by reference, for a more complete description of the subject property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its representatives and assigns forever, IN FEE SIMPLE.

And Party of the First Part will warrant and forever defend the right and title to that tract or parcel of land unto Party of the Second Part against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part, has hereunto affixed its name and seal the day and year above written.

Signed, sealed and delivered  
in the presence of:

Bruce Schonfeld  
Unofficial Witness

[Signature]

Notary Public

William B. McNeal II (L.S.)  
William B. McNeal, II, Co-Trustee of the Frank  
McNeal, Sr. GST dated 12/18/89



Signed, sealed and delivered  
in the presence of:

Brianne Schonfeld  
Unofficial Witness

[Signature]  
Notary Public

[Signature] (L.S.)  
Edgar L. T. Gay, Co-Trustee of the Frank  
McNeal, Sr. GST dated 12/18/89



## EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, on Great Tybee Island, and known and described on the map and in the plan of the Town of Tybee as Lots 46 and 47, Ward 2, and the Eastern extensions thereof; said lots and said extensions thereof having a combined width from North to South of 160.8 feet, more or less, with a combined depth from East to West of 626.3 feet, more or less, on the Northern boundary thereof and 625.3 feet, more or less, on the Southern boundary thereof, and being bounded as follows: On the North by Lot 45, Ward 2, and the eastern extension thereof; on the East by a portion of what is known as the "Strand" 18 feet in width separating the Property herein described and the seawall as now erected on said Strand; on the South by Lot 48, Ward 2 and the Eastern extension thereof, and on the West by Butler Avenue, formerly Main Street and being a portion of the Property conveyed to Frank Hamlin McNeal from the Estate of Kate Hamlin McNeal by Assent to Devise dated July 22, 1972 and recorded in Record Book 100-X, Folio 382, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Subject to all easements, covenants, restrictions and matters of record.

Type: WD  
Kind: WARRANTY DEED  
Recorded: 5/4/2022 8:01:00 AM  
Fee Amt: \$1,925.00 Page 1 of 5  
Transfer Tax: \$1,900.00  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID(s): 6758095320,  
7067927936

**BK 2792 PG 350 - 354**

RECORD AND RETURN TO:  
Klein Law Group, LLC  
15 Lake Street, Suite 210  
Savannah, GA 31411  
File No. 2022.030

STATE OF GEORGIA        )  
  )  
COUNTY OF CHATHAM    )

**LIMITED WARRANTY DEED**

THIS INDENTURE, made this 3<sup>rd</sup> day of May, 2022, between **McNeal Investments, LLC**, as Party of the First Part, and **CFK Properties, LLC**, as Party of the Second Part.

WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and before the sealing and delivery of these presents, has granted, bargained, sold and conveyed and by those present does grant, bargain, sell and convey all of its undivided interest unto the said Party of the Second Part, its successors, representatives and assigns, the following described tract or parcel of land lying and being in Tybee Island, Chatham County, Georgia described as follows:

708 Butler Avenue, Tybee Island, Georgia 31328.

See Exhibit "A", attached hereto and incorporated herein by reference, for a more complete description of the subject property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, representatives and assigns forever, IN FEE SIMPLE.

And Party of the First Part will warrant and forever defend the right and title to that tract or parcel of land unto Party of the Second Part against the claims of all persons owning, holding or claiming by, through or under said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part, has hereunto affixed its name and seal the day and year above written

Signed, sealed and delivered  
in the presence of:

McNeal Investments, LLC

Branny Schonefeld  
Unofficial Witness

By: William B. McNeal, II  
William B. McNeal, II, Member

Ch. Klein  
Notary Public

[Company Seal]





## EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, on Great Tybee Island, and known and described on the map and in the plan of the Town of Tybee as Lots 46 and 47, Ward 2, and the Eastern extensions thereof; said lots and said extensions thereof having a combined width from North to South of 160.8 feet, more or less, with a combined depth from East to West of 626.3 feet, more or less, on the Northern boundary thereof and 625.3 feet, more or less, on the Southern boundary thereof, and being bounded as follows: On the North by Lot 45, Ward 2, and the eastern extension thereof; on the East by a portion of what is known as the "Strand" 18 feet in width separating the Property herein described and the seawall as now erected on said Strand; on the South by Lot 48, Ward 2 and the Eastern extension thereof, and on the West by Butler Avenue, formerly Main Street and being a portion of the Property conveyed to Frank Hamlin McNeal from the Estate of Kate Hamlin McNeal by Assent to Devise dated July 22, 1972 and recorded in Record Book 100-X, Folio 382, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Subject to all easements, covenants, restrictions and matters of record.

MCNEAL INVESTMENTS, LLC

UNANIMOUS WRITTEN CONSENT ACTION OF THE MEMBERS

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The undersigned, being all of the Members of MCNEAL INVESTMENTS, LLC a Georgia limited liability company (the “Company”), by affixing their signatures hereto, do hereby consent to and take the following action and adopt unanimously the following resolutions as if the same had been done at a meeting of the members of the Company validly called and held:

WHEREAS, the Company has entered into a Purchase and Sale Agreement with CFK PROPERTIES, LLC for the following property: 708 Butler Avenue, Tybee Island, GA 31328.

WHEREAS, the Company has determined that the sale of the Property for \$3,800,000 is reasonably expected to benefit, directly or indirectly, the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Company execute and deliver any and all documents (the “Sale”) necessary to conclude the sale of the Property.

RESOLVED FURTHER, that William B. McNeal, II, William B. McNeal, III, Jane McNeal and Christy McNeal are the Members for the Company be and William B. McNeal, II, is hereby authorized, empowered and directed to execute and deliver on such terms as he deems appropriate whatever documents and take whatever steps as they deem necessary in the name of the Company to evidence and consummate the sale of the Property.

RESOLVED FURTHER, that the execution and delivery of the Sale Documents is reasonably expected to benefit, directly or indirectly, this Company.

RESOLVED FURTHER, that this authorization shall continue in full force and effect until revoked by resolution of the Members of the Company.

RESOLVED FURTHER, that a copy of this Consent Action be placed in the minutes of the proceedings of the Company; and

This Consent Action may be executed in two or more copies, each to be an original, all of which together shall constitute one and the same instrument.


Done as of this 29 day of April, 2022

  
William B. McNeal, II

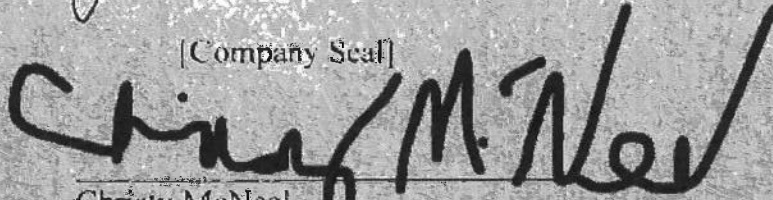
[Company Seal]

William B. McNeal, III

[Company Seal]

  
Jane R. Saunders

[Company Seal]

  
Christy McNeal

[Company Seal]

Type: WD  
Kind: WARRANTY DEED  
Recorded: 5/4/2022 8:01:00 AM  
Fee Amt: \$975.00 Page 1 of 5  
Transfer Tax: \$950.00  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID(s): 6758095320,  
7067927936

**BK 2792 PG 355 - 359**

RECORD AND RETURN TO:  
Klein Law Group, LLC  
15 Lake Street, Suite 210  
Savannah, GA 31411  
File No. 2022.030

STATE OF GEORGIA        )  
  )  
COUNTY OF CHATHAM    )

**LIMITED WARRANTY DEED**

THIS INDENTURE, made this 3<sup>rd</sup> day of May, 2022, between **KM Metter Farms II, LLC**, as Party of the First Part, and **CFK Properties, LLC**, as Party of the Second Part.

**WITNESSETH:**

That the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and before the sealing and delivery of these presents, has granted, bargained, sold and conveyed and by those present does grant, bargain, sell and convey all of its partial undivided interest unto the said Party of the Second Part, its successors, representatives and assigns, the following described tract or parcel of land lying and being in Tybee Island, Chatham County, Georgia described as follows:

708 Butler Avenue, Tybee Island, Georgia 31328.

See Exhibit "A", attached hereto and incorporated herein by reference, for a more complete description of the subject property.


TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, representatives and assigns forever, IN FEE SIMPLE.


And Party of the First Part will warrant and forever defend the right and title to that tract or parcel of land unto Party of the Second Part against the claims of all persons owning, holding or claiming by, through or under said Party of the First Part.

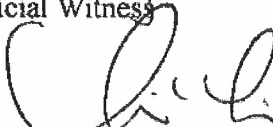
IN WITNESS WHEREOF, the said Party of the First Part, has hereunto affixed its name and seal the day and year above written

Signed, sealed and delivered  
in the presence of:

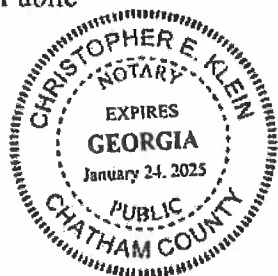
KM Metter Farms II, LLC .

  
Unofficial Witness

By:   
Charles Taylor, its Authorized Person

  
Notary Public

[Company Seal]



## EXHIBIT "A"

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, on Great Tybee Island, and known and described on the map and in the plan of the Town of Tybee as Lots 46 and 47, Ward 2, and the Eastern extensions thereof; said lots and said extensions thereof having a combined width from North to South of 160.8 feet, more or less, with a combined depth from East to West of 626.3 feet, more or less, on the Northern boundary thereof and 625.3 feet, more or less, on the Southern boundary thereof, and being bounded as follows: On the North by Lot 45, Ward 2, and the eastern extension thereof; on the East by a portion of what is known as the "Strand" 18 feet in width separating the Property herein described and the seawall as now erected on said Strand; on the South by Lot 48, Ward 2 and the Eastern extension thereof, and on the West by Butler Avenue, formerly Main Street and being a portion of the Property conveyed to Frank Hamlin McNeal from the Estate of Kate Hamlin McNeal by Assent to Devise dated July 22, 1972 and recorded in Record Book 100-X, Folio 382, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Subject to all easements, covenants, restrictions and matters of record.

KM METTER FARMS II, LLC

UNANIMOUS WRITTEN CONSENT ACTION OF THE MEMBERS

---

The undersigned, being all of the Members of KM METTER FARMS II, LLC a Georgia limited liability company (the “Company”), by affixing their signatures hereto, do hereby consent to and take the following action and adopt unanimously the following resolutions as if the same had been done at a meeting of the members of the Company validly called and held:

WHEREAS, the Company has entered into a Purchase and Sale Agreement with CFK PROPERTIES, LLC for the following property: 708 Butler Avenue, Tybee Island, GA 31328.

WHEREAS, the Company has determined that the sale of the Property for \$3,800,000 is reasonably expected to benefit, directly or indirectly, the Company;

NOW, THEREFORE, BE IT RESOLVED, that the Company execute and deliver any and all documents (the “Sale”) necessary to conclude the sale of the Property.

RESOLVED FURTHER, that Kathryn McNeal White, is the Member of the Company be and Charles Taylor is hereby authorized, empowered and directed to execute and deliver on such terms as he deems appropriate whatever documents and take whatever steps as he deems necessary in the name of the Company to evidence and consummate the sale of the Property.

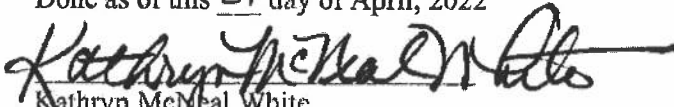
RESOLVED FURTHER, that the execution and delivery of the Sale Documents is reasonably expected to benefit, directly or indirectly, this Company.

RESOLVED FURTHER, that this authorization shall continue in full force and effect until revoked by resolution of the Members of the Company.

RESOLVED FURTHER, that a copy of this Consent Action shall be filed with the minutes of the proceedings of the Company; and

This Consent Action may be executed in two or more counterparts, each of which shall be an original, all of which together shall constitute one and the same Consent Action.

Done as of this 29<sup>th</sup> day of April, 2022



Kathryn McNeal White

[Company Seal]



Type: WD  
Kind: WARRANTY DEED  
Recorded: 5/4/2022 8:01:00 AM  
Fee Amt: \$341.60 Page 1 of 5  
Transfer Tax: \$316.60  
Chatham, Ga. Clerk Superior Court  
Tammie Mosley Clerk Superior Court

Participant ID(s): 6758095320,  
7067927936

**BK 2792 PG 360 - 364**

RECORD AND RETURN TO:  
Klein Law Group, LLC  
15 Lake Street, Suite 210  
Savannah, GA 31411  
File No. 2022.030

STATE OF GEORGIA     )  
  )  
COUNTY OF CHATHAM    )

**LIMITED WARRANTY DEED**

THIS INDENTURE, made this 3<sup>rd</sup> day of May, 2022, between **KM Metter Farms, LLC**, as Party of the First Part, and **CFK Properties, LLC**, as Party of the Second Part.

**WITNESSETH:**

That the said Party of the First Part, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and before the sealing and delivery of these presents, has granted, bargained, sold and conveyed and by those present does grant, bargain, sell and convey all of its partial undivided interest unto the said Party of the Second Part, its successors, representatives and assigns, the following described tract or parcel of land lying and being in Tybee Island, Chatham County, Georgia described as follows:

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See Exhibit "A", attached hereto and incorporated herein by reference, for a more complete description of the subject property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors, representatives and assigns forever, IN FEE SIMPLE.

And Party of the First Part will warrant and forever defend the right and title to that tract or parcel of land unto Party of the Second Part against the claims of all persons owning, holding or claiming by, through or under said Party of the First Part.

IN WITNESS WHEREOF, the said Party of the First Part, has hereunto affixed its name and seal the day and year above written

Signed, sealed and delivered  
in the presence of:

KM Metter Farms, LLC

Brianne Schonfeld  
Unofficial Witness

By: [Signature]  
Charles Taylor, its Authorized Person

[Signature]  
Notary Public

[Company Seal]



## **EXHIBIT "A"**

All those certain lots, tracts or parcels of land situate, lying and being in Chatham County, Georgia, on Great Tybee Island, and known and described on the map and in the plan of the Town of Tybee as Lots 46 and 47, Ward 2, and the Eastern extensions thereof; said lots and said extensions thereof having a combined width from North to South of 160.8 feet, more or less, with a combined depth from East to West of 626.3 feet, more or less, on the Northern boundary thereof and 625.3 feet, more or less, on the Southern boundary thereof, and being bounded as follows: On the North by Lot 45, Ward 2, and the eastern extension thereof; on the East by a portion of what is known as the "Strand" 18 feet in width separating the Property herein described and the seawall as now erected on said Strand; on the South by Lot 48, Ward 2 and the Eastern extension thereof, and on the West by Butler Avenue, formerly Main Street and being a portion of the Property conveyed to Frank Hamlin McNeal from the Estate of Kate Hamlin McNeal by Assent to Devise dated July 22, 1972 and recorded in Record Book 100-X, Folio 382, in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

Subject to all easements, covenants, restrictions and matters of record.

KM METTER FARMS, LLC

UNANIMOUS WRITTEN CONSENT ACTION OF THE MEMBERS

---

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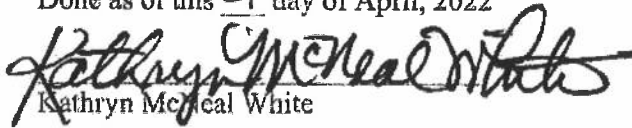
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RESOLVED FURTHER, that this authorization shall continue in full force and effect until revoked by resolution of the Members of the Company.

RESOLVED FURTHER, that a copy of this Consent Action shall be filed with the minutes of the proceedings of the Company; and

This Consent Action may be executed in two or more counterparts, each of which shall be an original, all of which together shall constitute one and the same Consent Action.

Done as of this 29<sup>th</sup> day of April, 2022

  
Kathryn McNeal White

[Company Seal]

# Operating Agreement of CFK PROPERTIES, LLC

This Operating Agreement (*Agreement*) of CFK Properties, LLC, a Georgia limited liability company (*Company*), is made by the Member to provide for the governance and operations of the Company. This Agreement is effective on September 21, 2020 and will apply to any Additional Member admitted in accordance with its terms.

## Article One Organizational Matters

### Section 1.01 Company Formation

The Company became a limited liability company under the laws of the State of Georgia, and specifically under the Georgia Limited Liability Company Act, upon filing the Articles of Organization as required by the Georgia Limited Liability Company Act.

### Section 1.02 Company's Name

The Company's name is CFK Properties, LLC. The Manager may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

### Section 1.03 Company's Purpose

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

### Section 1.04 Company's Principal Office and Location of Records

The mailing address of the principal office of the Company is P.O. Box 13921, Savannah, GA 31416 and the address where the Company maintains its records is 15 Lake Street, Suite 210, Savannah, Georgia 31411.

### Section 1.05 Registered Agent and Registered Office

The Company's initial Registered Agent is Company Compliance, Inc., and the Company's initial registered office is located at 15 Lake Street, Suite 210, Savannah, Georgia 31411.

### Section 1.06 Company's Term

The Company's duration is perpetual. The Company began on the date the Articles of Organization were filed with the Georgia Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

### Section 1.07 Taxation as a Disregarded Entity

As long as the Company has only one Member, the Company will be classified as a disregarded entity for income tax purposes unless the Member has elected to classify the Company as an association taxable as a corporation. All of the Company's income, losses, and other tax items will be treated as those of the Member.

### **Section 1.08 Member's Capital Contributions**

The Member has made a Capital Contribution to the Company in exchange for an interest in the Company. The Member is the sole Member of the Company and owns all of the Membership Interest in the Company. The Member may make voluntary Capital Contributions to the Company.

### **Section 1.09 Admitting New Members**

Subject to the requirements of Article Six, Additional Members may be admitted when the Company issues new Membership Interests or the Member transfers its Membership Interest. Upon compliance with Article Six, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Membership Interest.

The Manager may adopt and revise rules, conventions, and procedures as the Manager determines appropriate regarding the admission of Additional Members to reflect the Membership Interests at the end of the calendar year in accordance with the Member's intentions.

### **Section 1.10 Transferability of Membership Interest**

The transferability of the Member's Membership Interest is restricted by Article Six.

### **Section 1.11 Mandatory Additional Capital Contributions Prohibited**

The Manager has no authority to require additional Capital Contributions.

## **Article Two Distributions**

### **Section 2.01 Distributions to Member**

Subject to Section 2.02, the Manager may determine the amounts and timing of distributions to the Member.

### **Section 2.02 No Unlawful Distributions**

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

## **Article Three Company Management**

### **Section 3.01 Management by Manager**

The Company is managed by the Manager appointed under Section 3.02. The Manager shall manage and administer the Company's property and perform all other duties prescribed for a Manager by the Act. The Manager may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Manager has the exclusive authority to manage the operations and affairs of the Company, subject in all cases to the requirements of Applicable Law.

### **Section 3.02 Appointing or Removing Managers**

Any person (including the Member) may be appointed as Manager. The Manager may be appointed or removed by the Member. Additional Managers may be appointed at any time by the Member

### **Section 3.03 Manager's Fiduciary Duties**

Each Manager owes to the Company the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

#### **(a) Duty of Loyalty**

A Manager's duty of loyalty includes the duties:

to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Manager in the conduct or winding up of the Company's activities, from a use of the Company's property by the Manager, or from the appropriation of a Company business opportunity;

to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company; and

to refrain from competing with the Company in the conduct of the Company's activities before the Company's dissolution.

#### **(b) Duty of Care**

Subject to Section 8.01, a Manager's duty of care in the conduct and winding up of the Company's activities is to act with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the Manager reasonably believes to be in the best interests of the Company.

A Manager shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Manager does not violate a duty or obligation under this Agreement merely because the Manager's conduct furthers the Manager's own interest.

If this Agreement expressly relieves a Manager of a responsibility that the Manager would otherwise have and imposes the responsibility on one or more other Member, those Member are treated as the Manager under this Section with respect to that responsibility.

### **Section 3.04 Conflict-of-Interest Transactions**

After receiving full disclosure of all material facts, the Member may authorize or ratify a specific act or transaction that otherwise would violate the duty of loyalty set forth in Section 3.03(a). In such cases, the Member (excluding the Manager participating in the transaction) determines whether the transaction or arrangement is in the Company's best interest and for its own benefit and whether the transaction is fair and reasonable to the Company.

### **Section 3.05 No Personal Liability for Capital Contributions**

The Manager is not personally liable for the return of any portion of the Member's Capital Contribution. Any return of capital will only be made from available assets of the Company.



### **Section 3.06 Manager's Agency Authority**

The Manager has the authority to bind the Company in contracts and other dealings with Third Parties in the ordinary course of the Company's business. The Manager does not have the authority to bind the Company with respect to any matter outside the ordinary course of the Company's business. Except with the vote of the Member, no Manager may make any representation about the Company that is likely to have a material impact on the Company's business or reputation.

## **Article Four**

### **Member Rights and Obligations**

#### **Section 4.01 Limited Liability of Member**

Except as required by Applicable Law, a Member's status as a Member does not personally obligate the Member for any debt, obligation, or liability of the Company whether arising in contract, tort, or otherwise.

#### **Section 4.02 No Right to Participate in Management**

Except as expressly provided in this Agreement, the Member may not participate in the management and operation of the Company's business and investment activities or bind the Company to any obligation or liability whatsoever.

#### **Section 4.03 Member's Agency Authority**

The Member does not have the right or authority to bind the Company in contracts and other dealings with Third Parties. The Member may not make any representation concerning the Company that is likely to have a material impact on the Company's business or reputation.

#### **Section 4.04 Restrictions on Withdrawal or Dissociation Rights**

A Member does not dissociate, withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act.

#### **Section 4.05 Company Continues after the Member's Death**

A Member's death will not cause the Company to dissolve.

#### **Section 4.06 No Partition Rights**

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

#### **Section 4.07 Member Expulsion**

The Company may not expel a Member under any circumstances.

## **Article Five**

### **Books, Records, and Bank Accounts**

#### **Section 5.01 Books and Records**

The Manager shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Manager determines.

### **Section 5.02 Accounting and Taxable Year**

The Manager shall keep books of account consistent with any method authorized or required by the Code and as determined by the Manager. The Manager shall close and balance the books at the end of each Taxable Year. The Member may choose any period authorized or required by the Code for the Company's Taxable Year.

### **Section 5.03 Reports**

Within a reasonable time after each Taxable Year ends, the Manager shall provide the information required to prepare and file individual tax returns to the Member. The Manager shall prepare these financial statements at the Company's expense.

### **Section 5.04 Manager Inspection Rights**

Upon reasonable notice from a Manager, the Company shall—and shall cause its Manager, officers, and employees to—provide reasonable access to a Manager to Company Information during normal business hours. *Company Information* is the information accessible to the Manager by exercising the inspection right to examine and copy the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Manager.

### **Section 5.05 Member's Inspection Rights**

Upon reasonable notice from a Member, the Company shall—and shall cause its Manager, officers, and employees to—provide reasonable access to each Member to Company Information during normal business hours.

## **Article Six Transfer of Membership Interests**

### **Section 6.01 Transferability of Membership Interests**

The Member may voluntarily transfer its Membership Interest.

The transferee of a voluntary transfer of Membership Interest permitted by this Section will be admitted as an Additional Member only in compliance with Section 6.04.

### **Section 6.02 Transferee Treated as an Assignee until Admitted as an Additional Member**

The transferee of a Membership Interest will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 6.01 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 6.03.

### **Section 6.03 Assignee's Rights, Limitations, and Obligations**

The transferee of any involuntary transfer of a Member's Membership Interest will be treated as an Assignee. An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Membership Interest. Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member.

#### **Section 6.04 Requirements to Become an Additional Member**

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member without the unanimous written consent of all Members. The prospective Additional Member must sign all agreements and instruments requested by the Manager. Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

### **Article Seven Dissolution and Liquidation**

#### **Section 7.01 Dissolution Events**

The Company may only be dissolved by the Member, subject to any special vote required by the Operating Agreement or by a court. After dissolution, the Company may only conduct activities necessary to wind up its affairs.

#### **Section 7.02 Liquidation**

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Member.

#### **Section 7.03 Company Property Sole Source**

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Member will be satisfied only to the extent that the Company has adequate assets.

### **Article Eight Exculpation and Indemnification**

#### **Section 8.01 Exculpation of Protected Persons**

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement.

#### **Section 8.02 Indemnification of Protected Persons**

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or the Member in connection with the Company's business.

#### **Section 8.03 Unprotected Acts**

The exculpation and indemnification provisions of this Article are only effective if the action or omission is not an Unprotected Act.

#### **Section 8.04 Other Rights**

The exculpation and indemnification provisions of this Article are not exclusive of any other rights to a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.

## **Article Nine General Matters**

### **Section 9.01 Expenses**

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

### **Section 9.02 Binding Effect**

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Member and to its respective successors, personal representatives, heirs, and assigns.

### **Section 9.03 Further Assurances**

In connection with this Agreement and the transactions contemplated by it, the Company and the Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

### **Section 9.04 No Waiver**

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

### **Section 9.05 Governing Law**

This Agreement is governed, construed, and administered according to the laws of Georgia, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Georgia.

### **Section 9.06 Attorneys' Fees**

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

### **Section 9.07 Remedies Cumulative**

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

### **Section 9.08 Notices**

All notices provided for in this Agreement must be in writing, duly signed by the party giving the notice, and must be delivered, telecopied, or mailed by registered or certified mail, as follows:

if given to the Company, to the Company's principal place of business; or  
if given to any Member, to the Member's address as reflected in the Company's books or  
at any other address the Member may later designate in writing.

### **Section 9.09 Severability**

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

### **Section 9.10 Amendments**

No provision of this Agreement may be amended or modified except by a written instrument executed by the Member.

### **Section 9.11 Multiple Originals; Validity of Copies**

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Manager certifies to be a true copy to the same effect as if it were an original.

### **Section 9.12 Determination of Fair Market Value**

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Manager based on factors the Manager, in its reasonable business judgment, considers relevant.

With respect to any other transfer of a Member's Membership Interest to the Company under this Agreement, the Fair Market Value will be the amount agreed upon by the Company and the transferring Member. If the Company and the transferring Member are unable to agree about the Fair Market Value, they shall attempt to agree upon an appraiser and, if an appraiser is agreed upon in writing, the value as determined by that appraiser will be final and binding. If the Company and the transferring Member are unable to agree about the Fair Market Value or an appraiser within 30 days from the date of the notice or other triggering event for the sale, the Manager shall choose a Qualified Appraiser and the value as determined by a Qualified Appraisal by that Qualified Appraiser will be final and binding, with the fees and costs of such Qualified Appraiser to be paid by or deducted from the amount payable to the transferring Member.

## **Article Ten Definitions and Interpretation**

### **Section 10.01 Definitions**

For purposes of this Agreement, the following terms have the following meanings.

**(a) Act**

*Act* means the Georgia Limited Liability Company Act, as amended from time to time.

**(b) Additional Member**

*Additional Member* means any person not previously a Member who acquires a Membership Interest and is admitted as a Member.

**(c) Agreement**

*Agreement* means this Operating Agreement, as amended from time to time.

**(d) Applicable Law**

*Applicable Law* means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

consents or approvals; and

orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

**(e) Articles of Organization**

*Articles of Organization* means the Articles of Organization filed with the Georgia Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

**(f) Assignee**

*Assignee* means the recipient of a Membership Interest by assignment.

**(g) Capital Contribution**

*Capital Contribution* means the total cash and other consideration contributed and agreed to be contributed to the Company by the Member. *Additional Capital Contribution* means the total cash and other consideration contributed to the Company by the Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Membership Interest. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

**(h) Code**

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Member's intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

**(i) Fair Market Value**

*Fair Market Value* is defined in Section 9.12.

**(j) Governmental Authority**

*Governmental Authority* means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

**(k) Manager**

*Manager* means any individual or legal entity designated in this Agreement as a Manager. A Manager conducts the business of the Company and is authorized to exercise the powers and duties of Manager detailed in this Agreement.

**(l) Member**

*Member* means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

**(m) Membership Interest**

*Membership Interest* means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Membership Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Membership Interest is personal property and no Member will acquire any interest in any of the assets of the Company.

**(n) Protected Person**

*Protected Person* means:

- the Member;
- the Member's officer, director, shareholder, partner, member, employees or agents; and
- each of the Company's Manager, employees, and agents.

**(o) Qualified Appraiser and Qualified Appraisal**

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

**(p) Securities Act**

*Securities Act* refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

**(q) Taxable Year**

*Taxable Year* means the calendar year or any other accounting period selected by the Manager. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

**(r) Unprotected Act**

*Unprotected Act* means any act, omission, or forbearance by a Protected Person that:

- is not in good faith or is not in a manner believed by the Protected Person to be in, or not opposed to, the Company's best interests;
- with respect to any criminal proceeding, the Protected Person would have reasonable cause to believe was unlawful; or
- constitutes fraud or willful misconduct.

**Section 10.02 Interpretation**

The following general provisions and rules of construction apply to this Agreement.

**(a) Singular and Plural; Gender**

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

**(b) Headings of Articles, Sections, and Subsections**

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

**(c) Include, Includes, and Including**

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

**(d) Words of Obligation and Discretion**

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

**(e) No Presumption against Drafting Party**

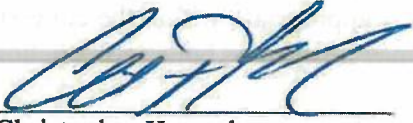
This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

[signatures are on the following page]



**Signed:**

**MEMBER:**



Christopher Koncul

**MANAGER:**



Christopher Koncul



Christopher Koncul <chris.koncul@konculconstruction.com>

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**On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)**

---

Lynn Pruetto <lpruetto@bouhan.com>

Mon, Nov 29, 2021 at 2:33 PM

To: Christopher Koncul <chris.koncul@konculconstruction.com>

Don't be concerned – he's perfectly OK with what you are planning. Simply a record keeping thing for him – he misplaced the copy he had the other day.

Thanks again!

[Quoted text hidden]



Christopher Koncul <chris.koncul@konculconstruction.com>

**On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)**

Christopher Koncul <chris.koncul@konculconstruction.com>

Mon, Nov 29, 2021 at 1:38 PM

To: Lynn Pruetto <lpruetto@bouhan.com>

Hi Lynn!

I just forwarded you my initial email to Sonny. I hope to have Sonny's support on the boardwalk. Please let me know if you any questions, etc.

Thank you, Chris

Sincerely,

*Christopher F. Koncul, Owner*



15 Lake Street, Suite 230  
Savannah, GA 31411  
O: 912-349-2158 C: 912-695-8925  
Chris.Koncul@konculconstruction.com  
www.KonculConstruction.com

[Quoted text hidden]



Christopher Koncul <chris.koncul@konculconstruction.com>

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**On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)**

---

Lynn Pruette <lpruette@bouhan.com>

Mon, Nov 29, 2021 at 11:44 AM

To: Christopher Koncul <chris.koncul@konculconstruction.com>

Chris,

Could you please forward the email you sent to Sonny about the Tybee property? He has misplaced his copy and would like it for his records. Please send directly to me.

Thanks much!

[Quoted text hidden]



Christopher Koncul <chris.koncul@konculconstruction.com>

**On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)**

Lynn Pruette <lpruette@bouhan.com>

Thu, Nov 18, 2021 at 2:02 PM

To: Christopher Koncul <chris.koncul@konculconstruction.com>

Should you ever need Sonny quickly, feel free to email me. His email is not monitored daily – he does not use computers. Always happy to get a message to him.

Have a nice holiday!

Lynn Pruette

Paralegal



One West Park | Savannah, GA 31401  
P.O. Box 2139 | Savannah, GA 31402-2139  
PH: 912.232.7000

DD: 912-644-6752

FX: 912.233.0811

lpruette@bouhan.com

[Quoted text hidden]



Christopher Koncul <chris.koncul@konculconstruction.com>

**On Behalf of Sonny Seiler - CNCPT-CK-708-BASE-Model (2)**

Lynn Pruetto <lpruetto@bouhan.com>

Thu, Nov 18, 2021 at 1:57 PM

To: "chris.koncul@konculconstruction.com" <chris.koncul@konculconstruction.com>

Thanks Chris.

Thanks for favoring me with a copy of your plans for Tybee. I do not see anything that will be objectionable to us. I'll get back to you after Thanksgiving.

Sonny

Lynn Pruetto

Paralegal

**BOUHAN  
FALLIGANT**  
ATTORNEYS & COUNSELORS AT LAW

One West Park | Savannah, GA 31401  
P.O. Box 2139 | Savannah, GA 31402-2139  
PH: 912.232.7000

DD: 912-644-5752

FX: 912.233.0811

lpruetto@bouhan.com



Christopher Koncul &lt;chris.koncul@konculconstruction.com&gt;

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**708 Butler Avenue Project**

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Christopher Koncul <chris.koncul@konculconstruction.com>  
To: fwseiler@bouhan.com

Wed, Nov 17, 2021 at 5:38 PM

Dear Mr. Seiler,

I wanted to send a quick introduction email to you. I have the property and home at 708 Butler Avenue under contract and have plans to develop a very nice community preserving the oak trees at the front entrance, preserving the old home, gated entry, private boardwalk for the ten (10) properties, etc. I wanted to update you that I attended the planning and zoning meeting Monday, 11/15 and they approved the proposed boardwalk running through the middle of the property of 708 Butler. Next meeting will be Thursday, 12/9 at 6:30pm with the Tybee City Council if you wish to attend. I will also keep you in the loop on my proposed subdivision, etc. as I progress with engineering, surveys, etc.

If you do not object and are in favor of the attached proposed boardwalk, would you mind emailing me a simple note that you are in favor? I would like to submit it to the council. I have reached out to the Edwards, and they are in favor of the project as a whole and the boardwalk. The Levy's are also in favor of the boardwalk. I have also reached out to Mrs. Sheehan (5 8th street) and Nathan Purvis (3 8th street) and they are in favor of 708 having its own boardwalk without the neighboring beachgoers spilling over to 8th street to use the public boardwalk.


Thank you for your time and I can make myself available if you would ever like to discuss my project or would like any updates.

Sincerely,

*Christopher F. Koncul, Owner*

15 Lake Street, Suite 230  
Savannah, GA 31411  
O: 912-349-2158 C: 912-695-8925  
Chris.Koncul@konculconstruction.com  
www.KonculConstruction.com

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 CNCPT-CK-708 - BASE-Model (2).pdf  
293K



Christopher Koncul <chris.koncul@konculconstruction.com>

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**708 Butler Avenue, Tybee Island, Georgia - 9 New Single Family Homes & Private Boardwalk**

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Carolyn Sheehan <casheehan50@yahoo.com>

Fri, Nov 19, 2021 at 12:02 PM

To: "chris.koncul@konculconstruction.com" <chris.koncul@konculconstruction.com>

Dear Chris,

With regard to the above referenced property, and as a bordering neighbor, I am writing to say that I am in favor of the private boardwalk that is proposed for the usage of this new development.

I am, and have been, a long time resident of #5 8th Street, Tybee. The traffic, parking, visitors & noise on the beachside of 8th Street, is constant, especially during the months of March through October. It would help greatly to not have the added foot traffic and/or vehicles from this new development.

Thank you very much.

Carolyn S. Sheehan  
5 8th Street  
P. O. Box 2629  
Tybee Island, GA 31328  
(912) 786-4789  
(912) 547-9256





Christopher Koncul <chris.koncul@konculconstruction.com>

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**proposed 708 Butler crossover**

---

Joan Levy <joansonjones@yahoo.com>

Tue, Nov 16, 2021 at 5:45 PM

Reply-To: Joan Levy <joansonjones@yahoo.com>

To: "chris.koncul@Konculconstruction.com" <chris.koncul@konculconstruction.com>

Cc: "B.H. Levy" <bhlevy@bouhan.com>

Dear Mr. Koncul,

I am Joan Levy Levy, sister of B.H. Levy, and I divide my time between Jones Street in Savannah and 4 Eighth Street, Tybee, next door to B.H. and Margie. B.H. has shared your general plans for 708 Butler with me and I also approve the Boardwalk Crossover that passed Tybee's Planning and Zoning Committee last night. I am in favor of your project and hope the Dune Crossover is approved at the next Tybee City Council meeting in December. An exciting project!

All the best,

Joan Levy

Savannah, GA 31401 (912) 234-3863



Christopher Koncul <chris.koncul@konculconstruction.com>

---

**708 Butler Avenue**

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Nathan Purvis <nathanepurvis@gmail.com>

Tue, Nov 16, 2021 at 2:36 PM

To: Christopher Koncul <chris.koncul@konculconstruction.com>

Chris,

I am the owner of #3 8th st Tybee Island, Ga and I'm in favor of your proposed boardwalk. I feel that it would help reduce traffic in front of my house.

Thanks,

Nathan Purvis

Mill Point Properties LLC

404-819-2520

[Quoted text hidden]

--

Nathan Purvis

Re/Max Preferred

Associate Broker

426 W. Highland Ave.

Monroe, Ga 30655

[www.purvisrealtyga.com](http://www.purvisrealtyga.com)

Office 678-635-7020

Mobile 404-819-2520

Fax 770-406-2339



Christopher Koncul <chris.koncul@konculconstruction.com>

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## Tybee Island

---

joe edwards <aje3md@gmail.com>  
To: Chris.koncul@konculconstruction.com

Mon, Dec 6, 2021 at 6:00 PM

Mr. Koncul,

I grew up on Tybee Island next to you and your grandparents since 1980. I know your reputation as an excellent builder and a local who has your neighbors and your property in everyone's best interests. I approve of your plans and think that a boardwalk would best serve your development.

Best regards  
Joe Edwards III



Christopher Koncul <chris.koncul@konculconstruction.com>

**Application for Dune Crossover/708 Butler Avenue**

**B.H. LEVY** <BHLEVY@bouhan.com>  
To: Christopher Koncul <chris.koncul@konculconstruction.com>

Wed, Nov 17, 2021 at 12:06 PM

Good afternoon, Mr. Koncul.

I support your application to Tybee Island City Council to construct a dune crossover as depicted on the attached drawing CNCPT-CK-708 BASE Model(1).pdf. However, I reserve my rights to assert future objections to other portions of your plans to develop the property depicted on the attached drawing, including but not limited to such aspects as housing density, storm water drainage, setbacks, building heights, sight lines, etc.


B.H.

B.H. Levy, Jr.

2 Eighth Street

Tybee Island, GA 31328

912 658 2447

 **CNCPT-CK-708 - BASE-Model (1).pdf**  
293K

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

CITY CLERK  
Janet LeViner

CITY ATTORNEY  
Edward M. Hughes

**CITY OF TYBEE ISLAND**


Petitioner: Christopher Koncul

Description: requesting to build a boardwalk for new subdivision

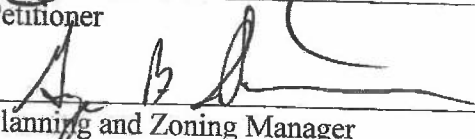
Property Address: 708 Butler Ave.

Zoning Action Requested: Special Review

Following any required Public Hearing, the Mayor and Council of the City of Tybee Island decided on the 9 day of December 2021, to approve the application for Special Review, to-wit:

  
\_\_\_\_\_  
Petitioner


2-4-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Planning and Zoning Manager

1-27-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mayor

01-31-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clerk of Council

1-31-2022  
\_\_\_\_\_  
Date

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749  
(912) 786-4573 – FAX (912) 786-5737  
[www.cityoftybee.org](http://www.cityoftybee.org)

**MAYOR**  
Shirley Sessions

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



**CITY MANAGER**  
Shawn Gillen

**CITY CLERK**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

December 20, 2021

GA Dept. of Natural Resources, Coastal Resources Division  
One Conservation Way, Suite 300  
Brunswick, GA 31520

Re: Koncul Property  
708 Butler Ave.  
Tybee Island, GA 31328

To Whom It May Concern:

Mr. Koncul has property located at 708 Butler Ave. (PIN # 40005 20006) on Tybee Island is located in the R-2 zoning district. The construction of a dune crossover is allowed in this district with special review and City Council approval. City Council granted that approval at their meeting on December 9, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Geo Shaw", with a long horizontal line extending to the right.

George Shaw  
Community Development Director  
[gshaw@cityoftybee.org](mailto:gshaw@cityoftybee.org)  
912-472-5031

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

**File Attachments for Item:**

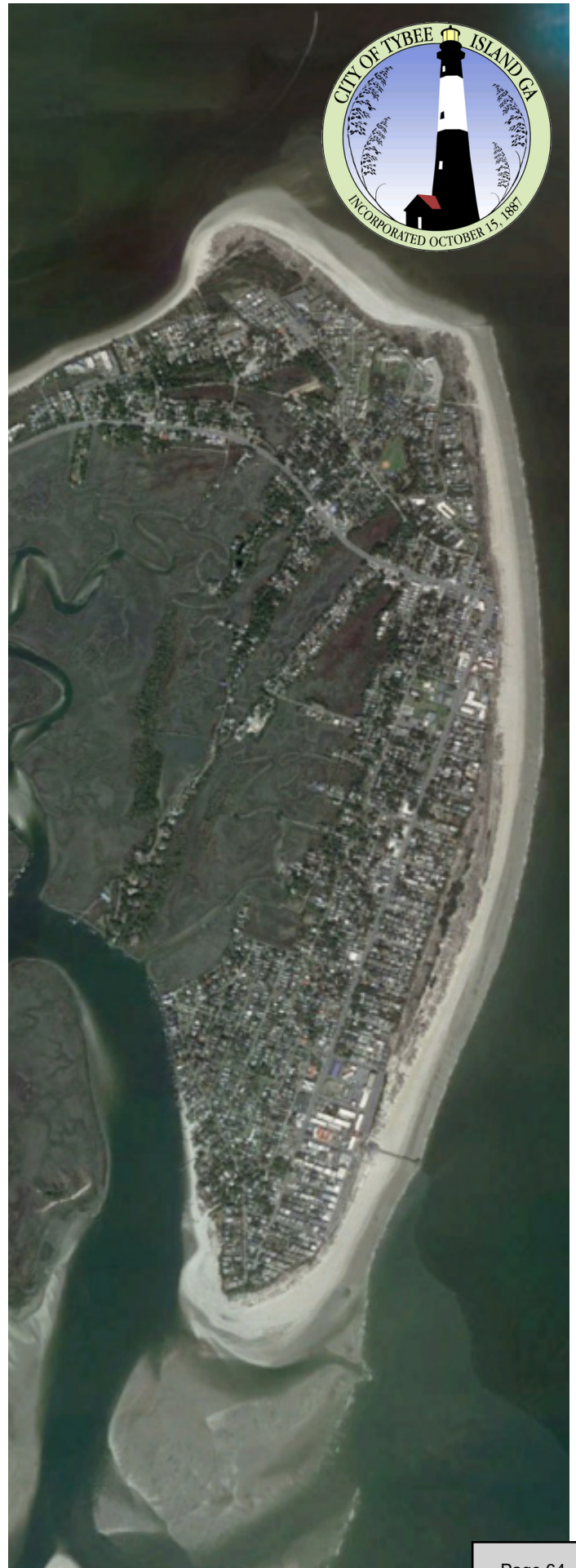
8. Award Symbioscity RFP, Review of the Land Development Code



City of Tybee Island  
Review of Land Development  
Code RFP 2023-773  
June 14, 2023

sy**mbio**scity

PEOPLE + PLACE + PLANET





June 14, 2023

Ms. Melissa Freeman  
City of Tybee Island  
Tybee Island City Hall  
403A Butler Avenue  
Tybee Island, GA 31328

**RE: City of Tybee Island RFP #2023-773, LDC Review  
Review of Land Development Regulations for the City of Tybee Island**

Dear Ms. Freeman,

On behalf of the Sympiooscioity Team, it is my pleasure to submit the enclosed proposal for the City of Tybee Island Land Development Code review. Based in Savannah, Georgia, Sympiooscioity is a WBE-certified urban planning firm with experience in code development, urban design, public involvement, local government work and more. We believe there is not a one-size-fits-all solution, so we assemble teams based on the unique needs of the project and client. Therefore, our team includes Goodwin Mills Caywood (GMC) and Kimley-Horn.

As the founder and owner of Sympiooscioity, I will serve as Project Manager for the project. I will lead the facilitation of meetings throughout the LDC update and serve as the primary point of contact for Tybee. Glenn Coyne, FAICP, with GMC, and Kelley Klepper, AICP, with Kimley-Horn, will join me as Key Team Leaders in the code analysis and updates. Collectively, we bring almost 100 years of experience in local government and code development experience. Ed DiTomosso, AICP, GMC, and Laura Ballock, PLA, Kimley-Horn, are both located here in their respective Savannah offices and will assist with both experience and local support and knowledge.

Our team brings experience in innovation, working collaboratively with communities, design talent, and technical expertise. We enjoy developing creative approaches tailored to the needs of each project to produce the best result possible. In everything we do, we are dedicated to seeking solutions that are mutually beneficial to people, place, and planet. Even little things, like printing our proposal on both sides of paper, can help make a difference.

We thank you for the opportunity to submit this proposal. If you should have any questions, please do not hesitate to contact me.

Sincerely,



Denise R. Grabowski, AICP, LEED AP  
Principal

# Overview of the Consultant Team

**O**ur team brings together **local professionals** who know the Tybee community well, supported by Key Team leaders with **extensive experience** and **expertise in code development** from across the Southeast. Beyond just code expertise, the Symbioscity Team also has **diverse local government experience**, so we understand the context of the LDC and the political pressures of land development regulations. **Symbioscity** is honored to lead a powerhouse team including **Goodwin Mills Caywood (GMC)** and **Kimley-Horn** to conduct the review and update of the City of Tybee Island Land Development Code (LDC).

**T**he Symbioscity Team understands the rich **historic, cultural, and environmental** dynamics of Tybee Island. The City of Tybee Island is known across the South for providing an exceptional **quality of life** for its residents to thrive and offering a charming island experience for visitors to create lifelong memories. Our team's professional knowledge and local long-held understanding of the issues faced by Tybee provide us with a solid basis to serve the City and **interact with the residents in a meaningful way**. A successful process requires a team that understands what makes the island "tick."



# symbioscity

PEOPLE + PLACE + PLANET

P.O. Box 10121  
Savannah, GA 31412  
912.484.2018  
www.symbioscity.com

## Team Lead:

Denise R. Grabowski, AICP, LEED AP  
CEO/Principal

Symbioscity is a Georgia Disadvantaged Business Enterprise (DBE) as certified by the State of Georgia and a Women Business Enterprise (WBE).

Symbioscity focuses on working with communities - such as cities, neighborhoods, and organizations - to plan for and implement a more sustainable future. Each community is different. We do not believe in a one size fits all approach. We maintain maximum flexibility to assemble project teams based on the unique needs of each client.

We offer services in urban planning and design, community involvement, consensus development, and more. Our diverse skill set fosters a collaborative approach to create plans which are not only comprehensive, but also destined for implementation. We work primarily with public sector clients, such as local, regional, and state governments and non-profit organizations.

Established in 2011, Symbioscity provides a wide range of planning services to communities, primarily in Southeast Georgia and coastal South Carolina. Symbioscity has provided long-term on-call planning services for Glynn County, City of Savannah, Garden City, and Thunderbolt among others, and provided facilitation for numerous projects and groups, including strategic planning, stakeholder advisory groups, and elected officials.

Symbioscity also believes in giving back to the community. We volunteer our time to participate in area initiatives that foster collaboration and quality of life in the region, such as Healthy Savannah and the Mobility Advisory Committee. We also support local non-profit organizations through sponsorship and hands-on service.

<b>symbiotic:</b>	a mutually beneficial relationship
<b>city:</b>	an urban habitat
<b>symbioscity:</b>	an urban planning firm dedicated to maximizing mutually beneficial relationships for people, place, and planet



Goodwyn Mills Cawood (GMC), LLC is one of the largest architecture and engineering firms in the region with offices across the Southeast. Whether designing schools, parks, hospitals and other commercial developments, or providing clean water, safe streets and protecting endangered environments, GMC takes great pride in serving our communities through the transformative work we do. Every project is guided by the foundational concept that communities are built by people, not companies, and we strive to serve our communities with quality, integrity, creativity and care. GMC is equipped to provide all of the services associated with architecture, interior design, civil engineering, environmental services, landscape architecture, planning, transportation engineering, geotechnical engineering, electrical engineering, surveying and disaster recovery. We provide services to a diverse group of public and private sector clients, including county and municipal governments, federal and state agencies, private corporations, industries and developers.

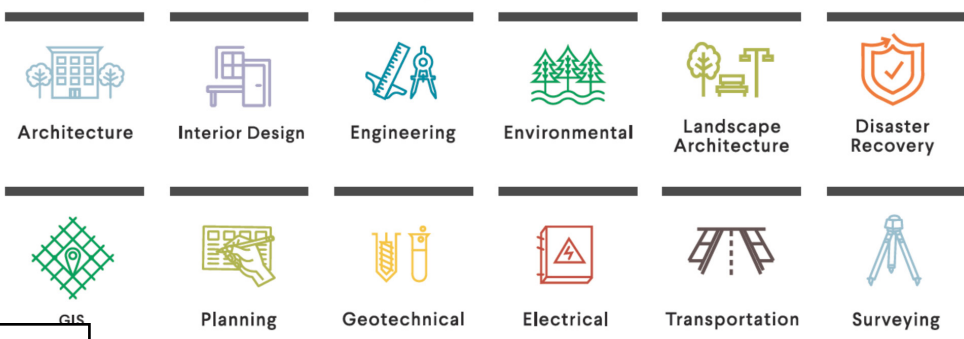
GMC offers creative solutions to complex challenges. Our staff recognizes that if a project is to be successful, it must first meet the needs of the client. Therefore, we work with each client individually to assure satisfaction in all areas of each project including a functional design and a project within budget. Measuring our success by our many accomplishments, we have a proven track record of meeting a client’s design needs economically, efficiently, and in the time frame outlined by the client.

7 E. Congress Street, Suite 504  
Savannah, GA 31401  
912.226.1667  
www.gmcnetwork.com

**Team Members:**

Glenn Coyne, FAICP  
Senior Planner

Ed DiTomo, AICP, GISP, MS4CECI  
Project Executive



# Kimley»»Horn

554 E. Gordon Street  
Savannah, GA 31401  
912.721.8638  
www.kimley-horn.com

## Team Members:

Kelley Klepper, AICP  
Vice President

Laura Ballock, PLA  
Landscape Architect

Kimley-Horn's planners, urban designers, and engineers have a history of partnering with communities to develop progressive and context-sensitive plans. In each community we serve, we strive to understand the values of that community and transform them into a vision that guides the planning process.

Understanding the importance of diverse experiences, we intentionally partner with professionals of various backgrounds to create the opportunity for visionary thinking with a focus on implementation. We continually look for ways to integrate land use recommendations with other community initiatives and mandates. Our skill for understanding context enables us to craft specific solutions based on local character. Our holistic approach to the process and preparation of these plans emphasizes:

- True engagement of the public and stakeholders
- Collaboration among people from different backgrounds
- Analytic foundation for decision making
- Consensus building
- Identification of realistic and implementable solutions
- Equity and fairness
- Sustainability and environmental stewardship



# Project Personnel Qualifications

**O**ur team has been carefully crafted to provide the City of Tybee Island with the **highest level of service** and **unparalleled expertise**. The review and update of a Land Development Code (LDC) is a very technical exercise. However, what these changes may mean to the community is not. The **process** and **communication** about the LDC update will be critical to its success. Therefore, our team is lead by **Denise Grabowski, AICP**, of **Symbioscity**, who brings over **25 years of experience** in both facilitation and local government expertise.

**G**MC is well-known by the City of Tybee Island for their years of **experience working with the City** on their comprehensive plan, carrying capacity study, and other projects, as well as serving as the on-call planning consultant. For the LDC update, **Glenn Coyne, FAICP**, will be a Key Team Leader in the code analysis and updates. Glenn brings over **35 years** of professional planning experience to the team, serving local governments throughout the Southeast. Glenn also brings **national-level experience**, having worked for four years as the Director of the American Institute of Certified Planners (AICP) in Washington, D.C. **Ed DiTommaso, AICP**, based in Savannah, will bring his in-depth knowledge of Tybee Island to the team and lead all **GIS** data analysis and activities, as well as assist with code updates.

**K**imley-Horn rounds out our team. For the LDC update, **Kelley Klepper, AICP**, will serve as a Key Team leader in the code analysis and updates. Kelley brings more than **31 years** of planning and land use experience in both the public and private sectors. His background and experience partnering with municipalities across the Southeast providing him with a rich background of experiences and **best planning practices** with an emphasis on not only **right-sizing the code and standards**, but applying, testing, and refining the standards specific to the community. **Laura Ballock, PLA**, based in Savannah, will provide expertise in review of the tree ordinance, buffers, and the natural environment. With a background in natural resources and urban ecological design, Laura is a landscape architect addressing **performance-based resiliency** and **quality of life** goals for local governments.



## Education

Master of City Planning,  
Georgia Institute of Technology

B.S., Environmental Science,  
Furman University

## Certifications + Awards

American Institute of Certified  
Planners (AICP)

LEED Accredited Professional

Georgia Trend "40 Under 40"  
Best & Brightest List

Institute for Georgia  
Environmental Leadership

Leadership Savannah

## Professional Affiliations

American Planning Association

Georgia Planning Association

U.S. Green Building Council

Congress for the New Urbanism

Denise Grabowski is the founder of Symbioscity, an urban planning firm dedicated to fostering mutually beneficial relationships between people, place and planet. She works with a variety of clients on projects such as community master plans, mixed use developments, redevelopment plans, local government consultation, and public participation.

As a former senior-level planning staff member for both county and city governments, she has in-depth knowledge of land use, regulatory, and legal issues and is accustomed to working with diverse constituents and elected officials. She is also sensitive to local government issues, such as public perception and budgetary constraints. A frequent public speaker, she has presented at national and regional conferences on quality growth and sustainable development, including the American Planning Association, the National League of Cities, and TEDx Creative Coast.

## Select Project Experience

### Land Development Regulations

- Glynn Avenue (US 17) Design Framework Overlay District
- Town of Thunderbolt River Drive District Regulations
- City of Savannah Canal District Land Use Regulations
- Effingham County Zoning and Subdivision Regulations Update
- Coastal Georgia Local Government Ordinances – Quality Growth Assessment (Review and audit of 30+ land development codes)
- Jasper County, South Carolina, Zoning Code
- US 84 Overlay District & Design Guidelines
- Chatham County LEED Ordinance
- Worth County Zoning Code Update

### Facilitation and Training

- DCA Community Planning Institute Training Program for Comprehensive Planning
- DCA Coastal Comprehensive Plan Advisory Committee
- EPA School Siting Guidelines – Workshop Curriculum Development
- Coastal Regional Commission Practicum Series:
  - Safe Routes to Schools/School Siting
  - Healthy Community Design
  - Food Planning & Policy
- Give Change That Counts Steering Committee – Chatham-Savannah Authority for the Homeless

- Liberty County Elected Officials & Community Leaders Retreat
- Savannah Area Mobility Management Inc. Board Retreat
- Parent University - Strategic Plan Facilitation & Development

**Local Government On-Call Planning**

- Glynn County, Georgia
- City of Garden City, Georgia
- City of Savannah, Georgia
- Chatham County-Savannah Metropolitan Planning Commission
- City of Bloomingdale, Georgia

**Comprehensive Planning + Special Studies**

- Canal District Master Plan, City of Savannah
- Wetlands Preserve Park, City of Savannah
- Tide To Town Urban Trail System Neighborhood Engagement
- Downtown Savannah 2033 Master Plan
- City of Springfield Master Plan – Springfield, Georgia
- City of Riceboro Master Plan – Riceboro, Georgia
- Statesboro Comprehensive Plan – City of Statesboro, Georgia
- Town of Port Royal Comprehensive Plan – Port Royal, South Carolina
- Effingham County Joint Comprehensive Plan – Effingham County, Georgia
- Urban Redevelopment Plan – City of Cartersville, Georgia
- Town of Vernonburg Comprehensive Plan
- EAT healthy, PLAY often, CREATE community: Community Action Plan – Coastal Health District, Georgia
- Plan4Health – Savannah, Georgia
- Jasper County Comprehensive Plan – Jasper County, South Carolina

**Transportation Planning**

- Chatham Area Transit (CAT) Master Plan
- U.S. 80 Bridges Study – Chatham County, Georgia
- Victory Drive Corridor Study – Chatham County, Georgia
- Reclaiming Old West Broad Street: 1-16 Ramp Removal Study
- Parking Matters: Parking + Mobility Strategic Plan for Downtown Savannah
- Regional Park + Ride Initiative - Coastal region
- DeLesseps / LaRoche Avenue Corridor Improvement Project – Savannah, Georgia
- State Route (SR) 307 Corridor Study - Chatham County, Georgia
- State Route (SR) 21 Corridor Study – Savannah, Georgia
- State Route (SR) 204 Corridor Study – Savannah, Georgia

Board Positions + Public Involvement Activities

Savannah-Chatham County Public School System Board Member-, District One

U.S. Green Building Council, Board of Directors (2015); Advisory Council (2016 – 2020)

Georgia Planning Association – Board of Directors (2012 – 14)

Ossabaw Island Foundation Board of Trustees

Savannah College of Art + Design (SCAD) Design Review Committee

Savannah Technical College Community Council

Metropolitan Savannah Rotary

Healthy Savannah Steering Committee

Coastal Advisory Council (CAC) - Georgia Department of Natural Resources, Past Chair (2005 – 07)

Department of Community Affairs Quality Growth Resource Teams

DCA Quality Growth Advisory Panels ACCG and GMA





Glenn Coyne, FAICP  
Senior Planner



**Education**

Master of City Planning,  
Georgia Institute of Technology

Bachelor of Arts, Urban Studies,  
Cleveland State University

**Licenses + Certifications**

American Institute of Certified  
Planners (AICP)

College of Fellows of AICP: 2012

**Affiliations**

- Georgia Planning Association:
- Chapter President, 1997-1999
  - Board Member 1991-1999, 2003-2005
  - Professional Development Officer, 2003-2005

City of Lakewood, Ohio, Planning  
Commission, Member, 2016-2019

Atlanta Regional Commission,  
Community Planning Academy,  
Faculty, 2008-2012

Leadership Augusta

Glenn brings over 35 years of professional planning experience to GMC. His past roles include planning leadership in the Georgia communities of Augusta, Savannah, and Duluth, and Cuyahoga County, Ohio. Glenn has served as a consultant to local governments throughout the Southeast US, completing comprehensive, neighborhood and transportation plans, as well as zoning ordinances and land development codes.

Glenn served the planning profession for four years as the Director of the American Institute of Certified Planners (AICP) in Washington, D.C. He regularly provides workshop training to planners, planning commissioners, and elected officials, especially in the areas of professional development, ethics, development regulation, and public participation.

**Select Experience**

**Land Development Regulations**

- Peachtree City Unified Development Ordinance, Georgia
- Jekyll Island Code Revisions, Georgia
- Lowndes County Unified Land Development Code & Update, Georgia
- Fernandina Beach Unified Development Code, Florida
- Planned Commercial Development Zoning Ordinance Revision, Farragut, Tennessee
- City of Tifton-Tift County Unified Development Ordinance, Georgia
- City of Carrollton Unified Development Ordinance, Georgia
- Fort Gillem Zoning District Ordinance, Forest Park, Georgia
- Lynn Haven Unified Land Development Code, Florida
- Village of Newburgh Heights Zoning Ordinance Update, Ohio

**Comprehensive Plans**

- Newton County Comprehensive Plan, Georgia
- Bryan County Comprehensive Plan, Georgia
- City of Douglasville Comprehensive Plan, Georgia
- City of Griffin Comprehensive Plan, Georgia
- Columbia County Growth Management Plan, Georgia
- Town of Mount Pleasant Comprehensive Plan, South Carolina
- Glynn County Comprehensive Plan Update, Georgia
- Brunswick Comprehensive Plan Update, Georgia
- City of Suwanee Comprehensive Plan Update, Georgia
- Bay Village Master Plan, Ohio
- Cleveland Heights Master Plan, Ohio
- Rocky River Master Plan, Ohio



Ed DiTommaso, AICP, GISP, MS4CECI  
Project Executive

Ed currently serves as Vice President of Environmental for all projects in the state of Georgia. He has an extensive background in providing comprehensive planning, GIS database development, natural resources planning, solid waste planning and stormwater utility development. With over 20 years of experience, Ed has served as project manager for a number of successful comprehensive planning projects and has also managed a variety of GIS projects across the Southeast. His technical understanding of GIS, coupled with his extensive experience with the Community Engagement process give Ed a unique ability to effectively communicate technical information to a wide variety of audiences.

**Select Experience**

**GIS Database Development and Management**

- GIS Database Development and Management - Powder Springs, GA
- Stormwater Inventory and System Condition Assessment, Sea Pines Community Services Associates - Hilton Head Island, SC
- NPDES MS4 Stormwater Inventory and Inspection GIS Database Management - Port Wentworth, Garden City, Thunderbolt, Brookhaven and Senoia, GA
- E911 Computer Aided Dispatch - Hapeville and Fairburn, GA
- GIS Web Applications - Garden City, Port Wentworth, Thunderbolt, Cornelia, Tybee Island, GA and Anniston, AL
- Stormwater Infrastructure Inventory and Condition Assessments - Grantville, Darien, Richmond Hill, Port Wentworth, Garden City, Thunderbolt, Cornelia, Clarksville, Statesboro & Effingham County, GA
- GIS Infrastructure Database Development - Blue Granite Water Company, Irmo, Wylie Lake and West Columbia, SC

**Planning Experience**

- Community Rating System Audit - Tybee Island, GA
- Comprehensive Plans - Tybee Island, Port Wentworth, Garden City, Fairburn and Fayetteville, GA
- Contract Planning and Zoning Director - Tybee Island, GA
- Vision 2035 Comprehensive Plan Update - Columbia County, GA

**Floodplain Management Program Assistance**

- Future Floodplain Functions Plan - Chatham County, GA
- Community Rating System Audit Assistance - Bloomingdale, Tybee Island and McIntosh County, GA



**Education**

Master of Urban Planning,  
University of Buffalo

Bachelor of Science, State  
University of New York's College  
of Environmental Science  
and Forestry

**Licenses + Certifications**

American Institute of Certified  
Planners (AICP)

Certified Geographic Information  
Systems Professional (GISP)

MS4 Compliance and  
Enforcement Certified Inspector



## Education

Master of Arts, Geography and  
Urban Planning, East Tennessee  
University

Bachelor of Arts, Psychology,  
East Tennessee University

## Professional Affiliations & Registrations

American Institute of Certified  
Planners

Form Based Code Training,  
Form Based Code Institute

Kelley has 30 years of planning experience, including a thorough knowledge of land development codes, comprehensive planning, growth management, public policy, form-based codes, budgeting, urban growth boundaries and management, transportation, development-related issues facing growing communities, and urban design. He has extensive knowledge of land use and is experienced with coordinating and conducting public meetings and presentations. He has partnered with municipalities throughout the Southeast to develop zoning codes, specific code components (e.g., signage, parking, airport zoning), design standards and guidelines, form-based codes, and overlay development standards, including hybrid codes reflecting best planning practices and context/community sensitive solutions.

Kelley has presented at various local, regional, state and national planning organizations, including the American Planning Association (APA) National Conference, APA Florida and Tennessee, Florida Redevelopment Association, and American Public Works Association, Florida Chapter.

## Select Experience

- UDO Rewrite and Zoning Map Update, Monroe, NC
- UDO Update, Greer, SC
- Land Development Code, Berry Hill, TN
- Forward Monroe Land Use and Transportation Plan, Monroe, NC
- UDC and 2027 Comprehensive Plan, Venice, FL
- Code Review & Development for the Gateway Master Plan, Butner, NC
- CRA Master Plan Update and Design Standards, Zephyrhills, FL
- UDO Analysis, Sandy Springs, GA
- UDO Update, Rolesville, NC
- Land Development Code Assessment, Dunnellon, FL
- Hydraulic Small Area Plan and Code Assessment, Charlottesville, VA
- Comprehensive Development Plan 2035, Maitland, FL
- Development Code & Parking Code Assessment, Largo, FL
- Downtown Master Plan & Town Center District Standards, Stallings, NC
- Zoning Code Amendments, Cape Canaveral, FL
- CRA Master Plan and Overlay District Standards, Groveland, FL
- Mixed-Use Activity Center Master Plan & FBC Update, Lehigh Acres, FL
- Downtown Stormwater Development Plan, Land Development Regulations, and Urban Design Manual Updates, Titusville, FL

Laura Ballock, PLA  
Landscape Architect



Laura has 20 years of experience bringing visionary plans and projects to life across the country through diverse local, state and federal contracts. She is an experienced planner, urban designer, and landscape architect, serving as key team lead on many projects. With an interdisciplinary perspective, she has supported communities and organizations as a program and project manager, facilitator, planner, and designer. Laura has developed and implemented strategies that guide, manage, and communicate multimillion-dollar public investments. As part of those processes, meaningful and earnest community engagement is a key ingredient in the projects that Laura leads. She is committed to helping ensure that the community's voice is embedded throughout all phases of the project.

Laura's project management skills have led to successful planning, design and implementation efforts for the Cities of Savannah, Augusta, Richmond Hill, Brunswick, Jesup, Roswell, Sandy Springs, Thomasville; Chatham, Henry, Troup and Gwinnett Counties; the Coastal Region MPO, the University System of Georgia, and others. She is a key member and active voice for planning throughout the Savannah and Chatham County region.

### Select Experience

- SR 26/US 80 Corridor Study, Chatham County, GA
- Coastal Region MPO, Victory Drive Corridor Study, Savannah, GA
- City of Augusta Downtown Streetscape Standard Design Elements, Augusta, GA
- City of Savannah Downtown Streetscape Initiative, Savannah, GA
- City of Sandy Springs Sidewalk Improvements and Tree Protection, Sandy Springs, GA
- Chatham County Engineering and Design On-Call, Chatham County, GA
- Ford Avenue Scenic Impacts Corridor Study, Richmond Hill, GA
- Friends of Tide to Town, Urban Trail System – Neighborhood Planning and Community Engagement, Savannah/Chatham County, GA
- US 17/East Coast Greenway Multi-Use Trail Study, Darien to Butler Island, McIntosh and Glynn Counties, GA
- Broad Street Streetscape and James Brown Linear Park, Augusta, GA
- Marsh Protection Promenade at Savannah State University, Savannah, GA



### Education

Master of Landscape  
Architecture,  
University of Washington

Bachelor of Science, Biology,  
Gettysburg College

### Professional Credentials

Professional Landscape  
Architect in GA, CA, and SC

American Society of Landscape  
Architects

American Planning Association

Savannah Tree Foundation,  
Board Member

Friends of Tide to Town,  
Founding Board Member

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# Firm Experience

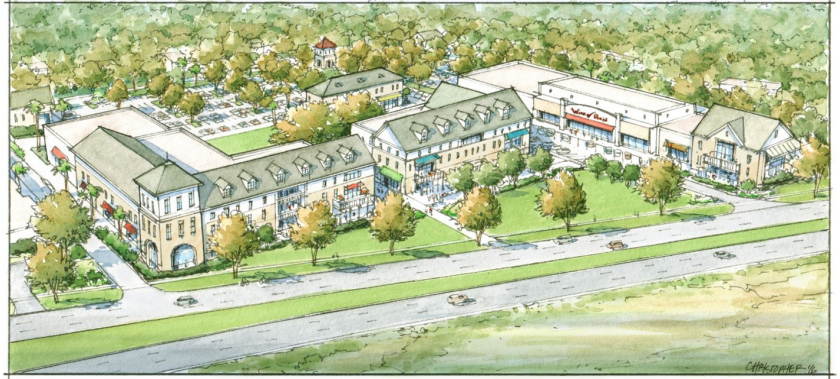
The following pages provide a highlight of the **facilitation, local government,** and **code development qualifications** represented on the Symbioscity team. Our **balanced skillset** of urban planning, policy, urban design and landscape architecture provide the technical tools to foster **sustainable development** on Tybee Island. But we also possess the **soft skills** of listening, learning, and translating what we hear from the community into sound policy and regulation.



# Project Profiles

## Glynn Avenue Design Framework Brunswick, Georgia

The City of Brunswick launched this initiative to create a new framework to guide development and redevelopment along U.S. Highway 17 / Glynn Avenue, which serves as a gateway to the City of Brunswick and the Golden Isles of Georgia. The City of Brunswick initiated this project due to decline and disinvestment in commercial areas along Glynn Avenue.



*Rendering by project team member, Dede Christopher*

The Glynn Avenue Corridor has been an area of focus for many planning initiatives over the years for the City of Brunswick. Symbioscity led a multi-disciplinary team to develop the Glynn Avenue Design Framework, which continued the work of these initiatives into a much greater level of detail and implementation. One of the challenges with planning initiatives is simply going from planning to action and that's exactly the Glynn Avenue Design Framework seeks to accomplish.

Reference: John Hunter, Director, Planning, Development & Codes, City of Brunswick  
[jhunter@cityofbrunswick-ga.gov](mailto:jhunter@cityofbrunswick-ga.gov), 912.267.5527

## River Drive District Thunderbolt, Georgia

Seeking to strengthen the identity of River Drive as the town's "Main Street" – home to the Town Hall and overlooking the Intracoastal Waterway – the Town of Thunderbolt wanted to ensure that new development fostered a walkable sense of place and reflected the community's small-town feel. Symbioscity developed a new zoning district to foster innovation and creativity while crafting standards for appropriately scaled development.



*Village on the Bluff, opened in March 2023, was the first development to be designed and constructed under the River Drive District.*

*Image source: [www.villageonthebluff.com](http://www.villageonthebluff.com)*

Reference: Caroline Hankins, Former Town Administrator  
[chankins@pooler-ga.gov](mailto:chankins@pooler-ga.gov), 912.748.7261

## On-Call Planning Consultant Glynn County, Georgia

Faced with staff shortages in the county's Community Development Department, Symbioscity worked as an extension of county staff, including working in the Glynn County planning office one day a week, plus remotely on other days. Symbioscity served in this capacity for over a year, continuing on even after the department became fully staffed.

Glynn County's planning structure includes two planning commissions - one for the mainland and one for the islands (St. Simons and Sea Island). In this role, Symbioscity served as the on-call Planning Manager, providing staff reviews, training sessions, staff reports, and staff presentations for both planning commissions and the Glynn County Board of Commissioners.

Reference: Stefanie M. Leif, AICP, Planning Manager  
Glynn County Community Development Department, Glynn County Board of Commissioners  
sleif@glynncounty-ga.gov, 912.554.7428



## Give Change That Counts Chatham County, Georgia

This initiative, led by the Chatham-Savannah Authority for the Homeless, brought together community leaders such as the Chamber of Commerce, Downtown Business Association, Savannah Economic Development Authority, and many others to develop a community approach to address increased activity of people panhandling while also providing a better alternative for those in need.

Symbioscity facilitated the 30+ member Task Force that developed the vision for the initiative and worked with the creative team who developed the branding and collateral materials for the campaign development and implementation.

Reference: Cindy Kelley, Executive Director (Retired)  
Chatham-Savannah Authority for the Homeless (CSAH)  
cindymurphykelley@gmail.com, 612.703.7716





# Jekyll Island Code Revision

## Jekyll Island, Georgia

GMC provided technical assistance and project management in the update to the land development regulations for the Jekyll Island Authority, Georgia. Work included updates to a majority of the existing code, stakeholder and public involvement and coordination with the comprehensive plan update. Throughout the project, GMC facilitated four public input sessions and an online survey which culminated in over 165 comments and suggestions.



The Code Revision Project successfully delivered the Jekyll Island Authority Code of Ordinances and Design Review Guidelines to provide an updated, organized, and concise Code that clearly details development processes and procedures related to the residential uses, commercial and business regulations, environment, building codes and life safety, landscaping and tree protection.

Reference: C. Jones Hooks, Executive Director, Jekyll Island Authority  
[jhooks@jekyllisland.com](mailto:jhooks@jekyllisland.com), 912.635.4075

# Tybee Island Carrying Capacity Study

GMC authored a Coastal Incentive Grant for the City to conduct a Carrying Capacity Study for Tybee Island. The purpose of the carrying capacity study was to determine the population size that can be supported by the City, the limiting factors for population growth, and how the City can become more climate resilient and prepare for future growth and development in the face of predicted sea level rise. Primary limiting factors can either be resource-based, i.e. available water supply, or infrastructure-based, i.e. ability of the sanitary distribution and treatment system to safely convey and adequately treat domestic wastewater.



Reference: George Shaw, Planning & Zoning Manager, City of Tybee Island  
[gshaw@cityoftybee.org](mailto:gshaw@cityoftybee.org), 912.472.5031





# References

In addition to the references for Symbioscity listed below, the Symbioscity Team invites the City of Tybee to contact the references listed on the preceding project profile pages.

## 1. City of Savannah

Projects: Canal District Master Plan + Land Use Regulations  
Wetlands Preserve Park Master Plan  
On-Call Urban Planning Consultant team member

Contact: Ms. Bridget Lidy, Director of Planning & Urban Design, City of Savannah  
blidy@savannahga.gov, 912.525.3270

Symbioscity worked with the city, neighborhood leaders, and community stakeholders in the development of the Canal District Master Plan, including the facilitation of neighborhood, committee, and community meetings. Currently, Symbioscity is assisting the City with development of land use regulations to foster new development that supports the Savannah Arena while protecting adjacent historic neighborhoods.

## 2. City of Garden City

Project: On-Call Planning Manager

Contact: Mr. Scott Robider, City Manager, City of Garden City  
srobider@gardencity-ga.gov, 912.966.7770

Symbioscity provides on-call planning services to the City of Garden City. Responsibilities include review of development applications, preparation of staff reports and recommendations to the Planning Commission and Board of Appeals, and presentations at Planning Commission/Board of Appeals meetings. Symbioscity also assist the City with updates to land development regulations, including during a recent moratorium.

## 3. City of Brunswick

Project: Glynn Avenue Design Guidelines

Contact: Mr. John Hunter, Director, Planning, Development & Codes, City of Brunswick  
jhunter@cityofbrunswick-ga.gov, 912.267.5527

Symbioscity led the team that developed a new overlay district for Glynn Avenue (US 17) to foster reinvestment and redevelopment along this important commercial corridor. The development of the new regulations was informed by existing city plans, stakeholder interviews, and an extensive community engagement process, including a multi-day design charrette. The new code introduced elements of urban form common to a form-based code, while maintaining the format of a traditional zoning district.

# Project Approach and Schedule

The City of Tybee Island is loved for its funky character, beach vibes, and quirky personality. The City is also at the **forefront of natural resource protection** and integration of **sustainable practices**, particularly in the face of sea level rise and climate change. Tybee Island, as one of three public beaches in Georgia accessible by car, continues to **face development pressures** and strives to maintain a balance between residents and tourists, **prioritizing overall quality of life** for the community.

The land development code (LDC) is a **critical tool** for the City of Tybee Island in working to protect quality of life, sense of community, stewardship of historic, cultural, and natural resources, and wise use and investment in infrastructure. The City of Tybee Island is to be commended for taking a **proactive approach** to review its LDC and identify areas in need of update. Based on the RFP as well as information shared in the pre-bid meeting, the Symbioscity team understands that this **review and update is a priority for City Council** and that while there's not a singular issue driving this review, the City has already identified **several areas that likely are in need of updating**, including parking, signage, tree protection, home occupation/home business, and zoning districts, including by right/uses after special review.



The scope of work outlined below outlines our anticipated approach for this project. We see this as a collaborative effort between our team and the City of Tybee.

Our approach will capitalize on our:

- depth of professional expertise in planning, code development, land use, development patterns, transportation, and more, all supplemented with excellent technical resources;
- experience working with local government;
- familiarity with the issues and opportunities for the City of Tybee Island and the coastal context, and;
- local knowledge of the area, natural environment, and coastal culture.

The Symbioscity Team will represent a consistent resource throughout the planning process to address critical issues. Our approach is to build upon our strengths of local presence and knowledge, technical resources, and professional expertise to provide the highest level of quality service. Our team will be led by Denise Grabowski who will manage the overall process, lead the facilitation of meetings throughout the LDC update, and serve as the primary point of contact for the City of Tybee. Glenn Coyne of GMC and Kelly Klepper of Kimley-Horn will also serve as Key Team Leaders, providing a depth of regional knowledge and experience.

The development of the land development regulations will require a transparent and accessible process. In order to keep the City informed of our progress, we will meet regularly with the City staff and citizen advisory committee. In addition to regularly scheduled meetings, the Symbioscity Team can also respond to unforeseen circumstances. We have found through our experience that many assignments come up unexpectedly and assistance is required to meet an immediate and focused need. With our local presence, we can provide this assistance at a moment's notice. We do not need to make travel arrangements, hotel reservations, or schedule meetings weeks in advance. We are here and we are available to provide immediate service with a telephone call. In addition, our local presence minimizes direct costs, which in turn maximizes available funds.

As we develop our project schedule in conjunction with the City of Tybee Island, we will include milestone dates for deliverables in order to ensure shared understanding and expectations. Early on, we will meet with the City of Tybee to review the scope and adjust as needed. We are also committed to meeting the six-month time frame, as set forth by the City of Tybee. All meetings will be scheduled as early as practical to avoid scheduling conflicts. Since we have multiple team members with a depth of code experience, we can conduct simultaneous reviews of individual code sections to expedite the process. In our experience, delays in schedule frequently come from additional time needed for the community to review and comment on new regulations. While we will build this time into the schedule, we will also maintain flexibility to adjust as needed upon agreement from the City.

# Phase I: PREPARING TO LAUNCH, the assessment phase

This is the “getting to know you better” phase, where the Symbioscity Team will focus on getting familiar with the existing plans, initiatives, and current Land Development Code for Tybee Island.

## Scoping + Work Session with City Staff

During our initial meeting with the City of Tybee, we will review the scope in detail and review key issues, concerns, and priorities the City has already identified. During this meeting, we will also review project schedule, key meeting dates, and establish a schedule for regular meetings with the City.

## Review of Existing Plans + Initiatives

Our team understands the role that the land development code has in the implementation of existing plans, including the comprehensive plan and island carrying capacity study. Our team member GMC is already very familiar with both, given their involvement in each of these plans. Our additional team members will also review both plans and then we will prepare a summary of key takeaways and relevant issues we need to be mindful of throughout the land development code update. Given the similarities in the goals for each, we anticipate these goals will remain the focus for the LDC update as well.

## Land Development Code Review

Our team will conduct an overall review of the Land Development Code (LDC) initially to understand and assess the overall structure and content. During this review, our focus will be on identifying potential conflicts within the ordinance, conflicts with state/federal code, as well as identifying opportunities to explore best practices.

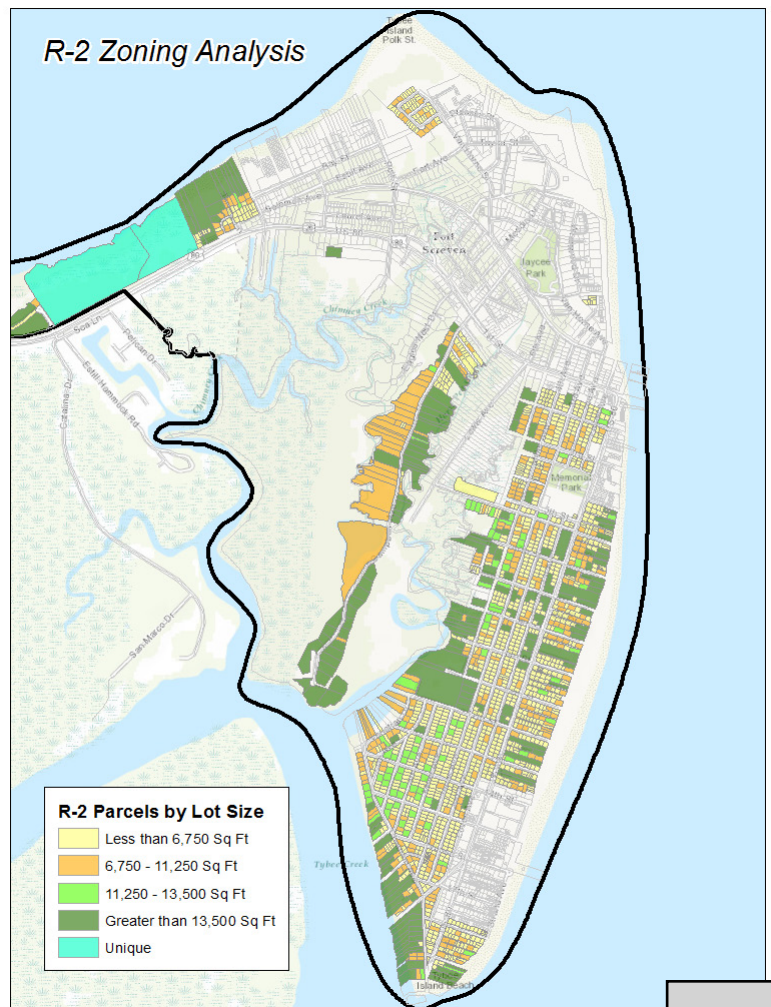
## Inventory of Non-Conforming Lots in R-Districts

Concurrent with the initial review and assessment of the LDC, we will conduct the inventory of non-conforming uses in R districts. All lots identified in this inventory

database to track what the current non-conforming use is on each lot. This information will help inform if and how we may want to make changes in uses in each of the R districts. During this step, we will also conduct an analysis of lots that are non-conforming in size.

## Findings Memorandum

Our key team leaders will meet internally to review findings, identify any ‘red flag’ issues, and review potential best practices to integrate into ordinance revisions. We will then meet with Tybee Island staff to review initial assessment and identify any major policy-related issues that may need to be brought forward to City Council.



# Phase II: CONFIRM THE DIRECTION, the consensus phase

The Land Development Code is a tool that directly relates to 4 of the 5 goals of Tybee's Master Plan - development patterns, community preservation, sustainability, and community. Prior to diving into detailed changes, it is important to make sure the proposed LDC modifications will align with city policy.

## City Council Workshop

The City Council workshop will focus on high-level policy changes to be considered as part of the LDC update. Symbioscity will develop the agenda, presentation, and appropriate collateral materials, to be reviewed and approved by staff in advance of the workshop. At the conclusion of the workshop, our team will prepare a memorandum for the City documenting the recommended policy positions and outcome of the workshop.

## Citizen Advisory Committee Kick-Off

Following the City Council workshop, we will host the initial kick-off meeting with the Citizen Advisory Committee. The goals of this workshop will be to share high-level findings and over-arching recommendation as presented to City Council.

The City may also want to consider including the Planning Commission in this initial meeting as well. Although the Planning Commission will not be involved in the minutia of the ordinance changes, they will be asked to provide a recommendation on the ordinance updates to City Council at the end of the process, so early engagement may be helpful in providing a foundation for what they can expect to see at the conclusion of the process.

## Town Hall Meeting

Depending on the recommended policy changes under consideration, it may be advisable to hold our first Town Hall meeting at this point. If needed, the goal of this meeting will be to share what we've learned about the alignment of the LDC with the City's Master Plan. This will also provide an opportunity to educate the community on the various approaches that can be used to implement the goals for Tybee Island.



# Phase III: CODE UPDATES, the churning phase

Moving from policy to code, the update of the regulations will be a continual feedback loop of draft, review, revise, repeat. We will work in constant communication with the City staff as well as the Citizen Advisory Committee.

Once we have established our general direction in Phase Two, we will begin the detailed review of the LDC. Key team members will each take the lead on various sections of the LDC for review. All recommended edits will be tracked and documented for review with Tybee Island. The Symbioscity Team will conduct the required review of the LDC as stated in the RFP. Based on the information in the RFP and shared at the pre-proposal meeting, we anticipate more in-depth review and potential edits in the areas shown below. This table also demonstrates our proposed structure and team assignments for conducting the in-depth review and development of recommendations.

We will hold regularly scheduled meetings with the City of Tybee Island to walk through the recommended edits. As we proceed through this

detailed process, meetings will be scheduled with the citizen committee to review recommendations and provide feedback. Meetings with the Citizen Advisory Committee (CAC) will focus on the content of changes, rather than the line-by-line detail changes. Up to four (4) meetings with the CAC are anticipated in this phase.

Once the full review of the LDC is complete, we will host a community open house to review proposed changes to the ordinance. If major changes are proposed, we may recommend moving the community open house earlier in the process. After all, we know Tybee has an active citizenry!

At the conclusion of Phase Two, the Symbioscity team will prepare a comprehensive draft of all revisions, including an executive summary or cover memo to highlight significant changes.

*Our team will work collaboratively throughout the Land Development Code review, with Key Team Leaders taking the lead on various sections of the code as shown below, assisted by additional team members as needed.*

	Symbioscity	GMC	Kimley-Horn
Facilitation + Engagement	■		
Adherence to State & Federal Law		■	
Best Practices	■	■	■
Inventory of Non-Conforming Lots		■	
Trees + Landscape			■
Parking		■	
Home Occupations	■		
Uses by Right/Special Review	■		
Signs			■
Overall Content + Approach	■		



# Phase IV: ADOPTION, the implementation phase

Once the updated regulations have been fully vetted by the City and through the public process, the Symbioscity Team will shepherd this new code through the approval process. We will participate in both the Planning Commission and City Council adoption hearings and include providing a PowerPoint presentation at each of these meetings as a part of our scope of services.

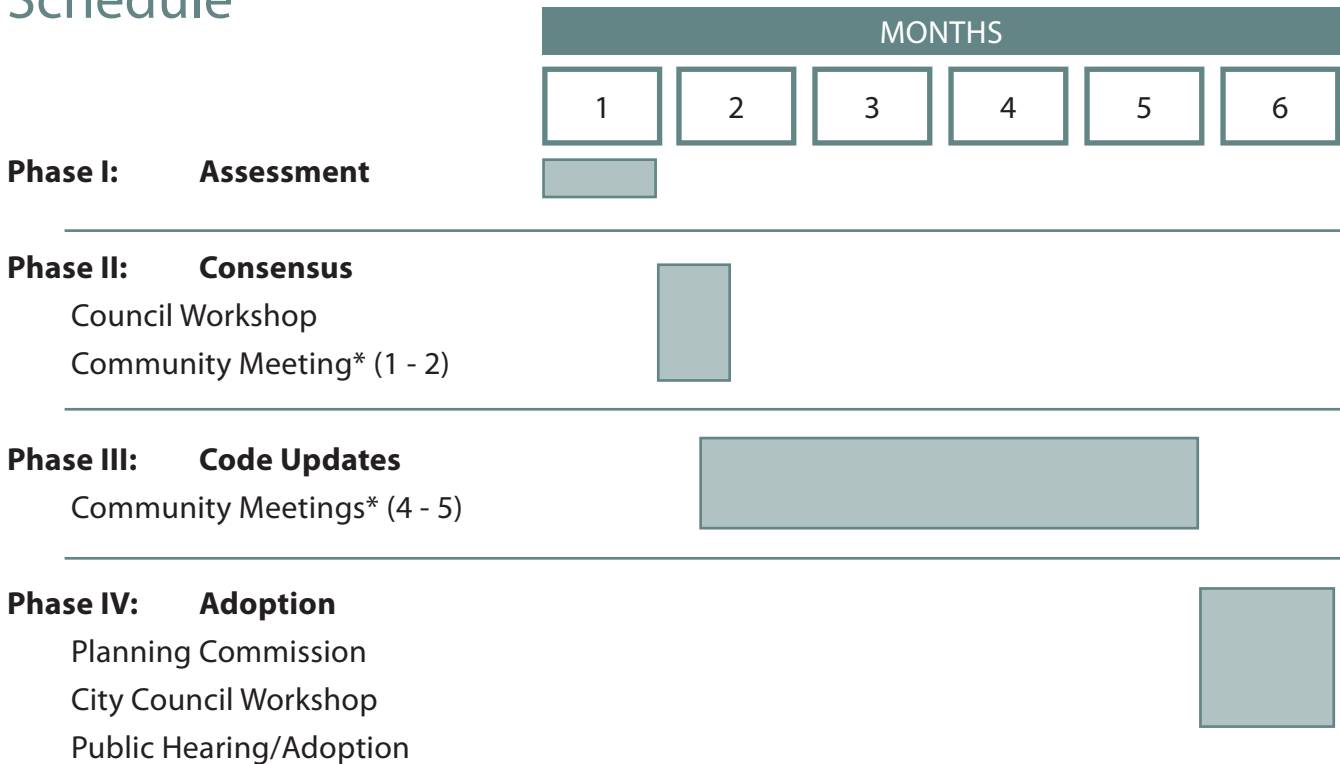
The Symbioscity Team will gather all comments and questions and discuss the appropriate response,

whether revision of the regulations, response to the comments, or some combination of both.

Update of the land development regulations will be a team effort with the City of Tybee Island and will require frequent communication. The Symbioscity Team will be your partner – we will not work in a vacuum without the City’s valuable feedback and contributions. At the end of the day, these regulations belong to you. We just hope to make the journey a bit easier along the way.



## Schedule



\* Citizen Advisory Committee or community meetings (6 total)

# Required Forms

ATTACHMENT A

CITY OF TYBEE - INSTRUCTIONS TO RESPONDENT SIGNATURE SHEET

The Respondent certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the RFP and understands fully all that is required of the successful Respondent. The Respondent further certifies that his/her Proposal will not be withdrawn for sixty (60) days from the date on which his Proposal is submitted to the City.

The Respondent agrees, if awarded this Contract, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this RFP for the Proposal amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this RFP for the Proposal amount, and;

Symbioscity  
COMPANY

June 13, 2023  
DATE

*Dennis R. Crasinski*  
SIGNATURE

Owner/CEO  
TITLE

912.484.2018  
TELEPHONE NUMBER

**MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their Proposal as proof of qualifications. Respondent that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_

Alaskan Indian \_\_\_\_\_ Female x

ATTACHMENT B

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

569711  
Federal Work Authorization User Identification Number

06/14/2012  
Date of Authorization

Symbioscity  
Name of Contractor

Review of Land Development Code RFP #2023-773  
Name of Project

City of Tybee Island  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

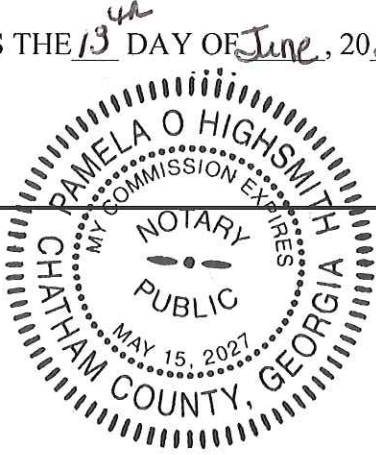
Executed on June, 13, 2023 in Savanna(city), GA (state).

*Denise R. Grabowski*  
Signature of Authorized Officer or Agent

Denise R. Grabowski, Owner/CEO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 13<sup>th</sup> DAY OF June, 2023

*Pamela O. Highsmith*  
NOTARY PUBLIC  
My Commission Expires: 5-15-27



ATTACHMENT B

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

829134  
Federal Work Authorization User Identification Number

June 12, 2023  
Date of Authorization


Goodwyn Mills Cawood LLC  
Name of Contractor

2023-773 Land Development Code Review  
Name of Project

The City of Tybee Island  
Name of Public Employer

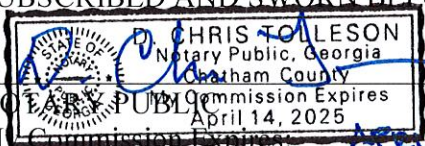
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

  
Signature of Authorized Officer or Agent

Ed DiTommaso, Vice President of Environmental  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12 DAY OF JUNE, 2023

  
Notary Public  
Commission Expires: APRIL 14, 2025

**ATTACHMENT B**  
**CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

412062

\_\_\_\_\_  
Federal Work Authorization User Identification Number

5/2/11

\_\_\_\_\_  
Date of Authorization

Kimley-Horn and Associates

\_\_\_\_\_  
Name of Contractor

2023-773: Professional Services - Review of Land Development Code

\_\_\_\_\_  
Name of Project

City of Tybee Island

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on June, 12, 2023 in Savannah (city), GA (state).

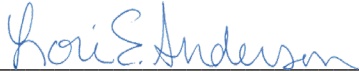


\_\_\_\_\_  
Signature of Authorized Officer or Agent

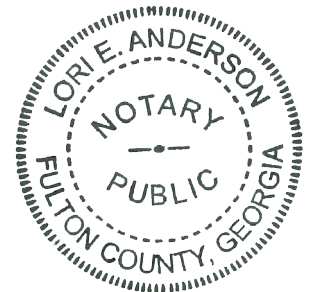
Jamie N. Gwaltney, P.E., Associate

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12 DAY OF June, 2023.



\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 6/5/2027



ATTACHMENT C

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Land Development Code Review contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1)   X   I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Georgia driver's licence.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Savannah (city), GA (state).

*Denise R. Grabowski*  
Signature of Applicant

Denise R. Grabowski

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 13<sup>th</sup> DAY OF June, 2023

*Pamela O. Highsmith*  
NOTARY PUBLIC  
My Commission Expires: 5-15-27



ATTACHMENT D

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name: Symbioscity

Product or Services Provided: Review of Land Development Code

Sales Contact Information

Contact: Denise R. Grabowski Email: dgrabowski@symbioscity.com

Phone: 912-484-2018 Fax: NA

Address: P.O. Box 10121, Savannah, GA 31412

Accounts Receivable Information

Contact: Denise R. Grabowski Email: dgrabowski@symbioscity.com

Phone: 912-484-2018 Fax: NA

Remittance Address: P.O. Box 10121, Savannah, GA 31412

Federal Tax Id #: 

**Attach Copy of W-9 and Current Business License**

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.  
Our terms are net 30



## Insurance

In addition to the insurance coverages summarized on the Certificate of Insurance (attached), Symbioscity also carries a \$1,000,000 umbrella policy. Our overall total coverage exceeds the requirements stated in the RFP.

Symbioscity can acquire additional professional liability insurance if required by the City of Tybee. As required by the RFP, the cost of this additional insurance would be \$800 for Symbioscity.

Symbioscity is exempt from workers comp insurance requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/09/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> USAA INSURANCE AGENCY INC/PHS 65812846 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (888) 242-1430 (A/C, No, Ext):		<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> SYMBIOSCITY LLC PO BOX 10121 SAVANNAH GA 31412-0321		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Sentinel Insurance Company Ltd.	<b>NAIC#</b> 11000
		<b>INSURER B :</b> Continental Casualty Co.	20443
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		65 SBM TE2161	04/10/2023	04/10/2024	EACH OCCURRENCE	\$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
B	Professional Liability	X		596553522	03/02/2023	03/02/2024	Each Claim Limit	\$1,000,000
							Aggregate Limit	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy. Certificate Holder is an additional insured per the Professional Liability Coverage when required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Tybee Island 403 BUTLER AVE TYBEE ISLAND GA 31328-9785	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE <i>Susan S. Castaneda</i>
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

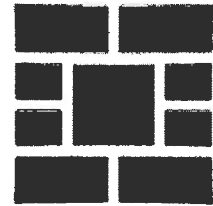
The ACORD name and logo are registered marks of ACORD

Item #8.

- Page 98 -

# SAVANNAH

Revenue Department



305 Fahm St | PO Box 1228 | Savannah, GA 31402-1228 | (912)651-6445

## 2023 BUSINESS TAX CERTIFICATE

Expires: December 31, 2023

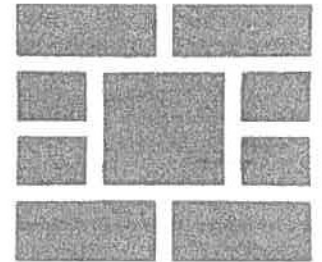
SYMBIOSCITY, LLC  
115 E 52ND ST  
SAVANNAH GA 31405

Business Owner(s): DENISE GRABOWSKI

Permit # PSL20210102 Additional Info:

NAICS: 541320 Tax Class: C

Classification: Landscape Architectural Services



***THIS CERTIFICATE MUST BE DISPLAYED PROMINENTLY IN THE BUSINESS***

PM ID: 386231

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Symbioscity LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC                <input type="checkbox"/> C Corporation                <input type="checkbox"/> S Corporation                <input type="checkbox"/> Partnership                <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b></p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>PO Box 10121, 115 E. 52nd Street</b></p> <p><b>6</b> City, state, and ZIP code  <b>Savannah GA 31412 (31405)</b></p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="text-align: center;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="text-align: center;">-</td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> <td style="border: 1px solid black; width: 25px; height: 25px;"></td> </tr> </table>					-			-			
				-			-				
<b>or</b>											

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p><b>Signature of U.S. person</b> ▶ <i>Denise R. Grabowski</i></p>	<p>Digitally signed by Denise R. Grabowski                  DN: cn=Denise R. Grabowski, o=Symbioscity, ou,                  email=dgrabowski@symbioscity.com, c=US                  Date: 2021.03.16 14:55:14 -04'00'</p>	<p><b>Date</b> ▶ <b>March 16, 2021</b></p>
------------------	---	---	--

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

ATTACHMENT E  
PROPOSAL SHEET  
RFP 2023-773  
LAND DEVELOPMENT CODE

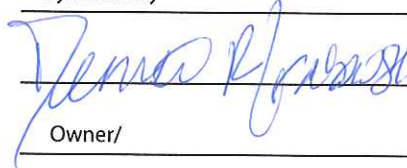
TOTAL PROJECT COST:

\$61,200  
\$1,000 reimbursable expenses  
budget, billed as incurred  
\$ \$62,200 total

COST PER ADDITIONAL MEETING(S) IF NECESSARY

\$ 700

Symbioscity (Firm)

 (Signature)

Owner/ (Title)

June 13, 2023 (Date)

ATTACHMENT F

CHECK LIST FOR SUBMITTING PROPOSAL

Sign below and submit this sheet with proposal

NOTE: All of the following items must be submitted with your Proposal to be considered "responsive". Remember to follow the Instructions in the RFP Documents.

SIGNED ADDENDUMS (IF APPLICABLE)

N/A

W-9

✓

OCCUPATIONAL TAX CERTIFICATE

✓

CERTIFICATE OF INSURANCE

✓

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE PROPOSAL:

A. SIGNATURE SHEET

✓

B. CONTRACTOR AFFIDAVIT

✓

C. SAVE AFFIDAVIT

✓

D. VENDOR INFORMATION

✓

E. PROPOSAL SHEET

✓

F. CHECK LIST

✓

Denise R. Grabowski, Owner/CEO

NAME/TITLE

Symbioscity

COMPANY NAME

P.O. Box 10121

ADDRESS

Savannah, GA 31412

CITY/STATE/ZIP

912.484.2018

PHONE NUMBER

dgrabowski@symbioscity.com

EMAIL

SIGNATURE

**File Attachments for Item:**

10. First Reading: Sec 2-36 Compensation Charge - Mayor and Council FOR DISCUSSION ONLY

ORDINANCE NO. 2023-26  
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
AS TO SECTION 2-36  
SO AS TO CHANGE THE COMPENSATION OF THE  
MAYOR AND MEMBERS OF COUNCIL, TO PROVIDE AN EFFECTIVE DATE,  
TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES  
FOR THE CITY OF TYBEE ISLAND, GEORGIA

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 adopt ordinances under its police, zoning, and home rule powers, and

WHEREAS, the City is authorized to set the compensation of its elected officials in the manner established by state law, O.C.G.A. § 36-35-4; and

WHEREAS, the City has properly published the required notice of its intention to set the compensation of elected officials; and

WHEREAS, an existing ordinance, Section 2-36 needs to be amended so as to reflect the change; and

NOW, THEREFORE, it is ordained by the governing authority of the City of Tybee Island that the code of ordinances, Section 2-36, shall be amended.

**SECTION 1**

Section 2-36 will be amended as hereinafter shown with the increase in compensation to commence with the term of its elected officials beginning service as of January 1, 2024 and will read as follows:

***Sec. 2-36. Compensation of mayor and councilmembers.***

The mayor shall receive as compensation \$1,000.00 per month. Councilmembers shall receive as compensation \$700.00 per month. This compensation is intended to defray expenses incurred. This provision shall have application to the mayor and councilmembers assuming office in January 2024 and thereafter, subject to future amendments.



**SECTION 2**

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

**SECTION 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 and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered if necessary to accomplish such intention.

**SECTION 5**

This Ordinance shall become effective upon its adoption by the Mayor and Council pursuant to the ordinances of the City.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

FIRST READING: \_\_\_\_\_  
SECOND READING: \_\_\_\_\_  
ENACTED: \_\_\_\_\_

**File Attachments for Item:**

13. Tybee Island Marine Science Center Minutes

## **Minutes of May 22, 2023**

**Present:** Jim Alexander, Jim Bentley, Nancy Daves, Doug Duch, Jeanne Hutton, Dave Makel, Carol Pride, Mark Reed, Karen Robertson, Kathryn Williams, Ruthie Wilson, Katie Wohlust, and Executive Director, Chantal Audran.

**Welcome/Introductions:** Duch welcomed everyone and introduced the auditor, Sarah Richbourg.

**Audit** Sarah Richbourg of Canady, Richbourg & Associates, LLP presented the completed audit for yearend 2022. She had previously provided electronic copies of our 990. Richbourg has been auditing the TIMSC for 21 years and stated that our financial records are clean and accurately reflect the financial position of the organization. Hutton made a motion to accept the audit; Duch seconded; vote to accept was unanimous.

**Minutes** of the March 20, 2023 meeting: Approved online by majority vote and submitted to the Clerk of Council, Tybee Island.

**Election of Treasurer:** Hutton made a motion to approve the appointment of Jim Alexander as board treasurer. Duch seconded and the vote to approve the appointment was unanimous.

**Executive-Director Bimonthly Report:** Audran provided a comprehensive update on the 2023 goals and objectives.

### **Communications:**

- Website is still in progress; additional information is being added and edits are underway.
- The Tybee Sea Turtle Facebook page will move over to the center's Facebook page on June 1.
- Wayfinding signage for the lighthouse and center were installed with approval and support from the City.
- The Turtle Trot realized a profit of 7k; 189 runners participated.
- Upcoming Events:
  - June 1-8 Clean Beach Week
  - June 8 - World Oceans Day
  - June 29 – DNR Beach Week
  - July 8 – SSU Student Research Day
  - July 11-18 Shark Week
  - TBD – Ike's Release
- TIMSC is working with the Tybee Post Theater on their Ocean Series. Additional media opportunities include an upcoming podcast, increased presence on social media, and interviews on local morning shows.

- Audran assisted the Georgia Conservancy with signage for their dune project.
- QR membership and admission codes have been posted and the informational trifold for hotels and rentals is in progress.

### **Programming**

- 66 new volunteers
- Sea turtle season is underway.
- Our ADC (annual data collection) is being updated.
- Admission fees will increase to \$12 on June 1<sup>st</sup>; Program fees will increase from \$15 to \$20 and will include gallery admission.
- Recent outreach programs: DNR Coastfest, Smoke Goes to School, Lazaretto Day, Earth Day, and STEM day
- The Behind the Scenes (quarantine) display was completed.
- Staff enrichment was held on Sapelo Island.

### **Exhibit Fabrication**

- Joy Davis continues to work on the right whale exhibit and is being assisted by an artist from SCAD. Audran is working with a GIS firm using actual data points from NOAA and DNR to create *1000 Miles of Danger*. This part of the right whale exhibit will involve an interactive table focusing on the challenges facing this endangered species. A video wall and speakers will be ordered for this exhibit out of the NB exhibit fund.
- The design schematics for the solar project are complete.
- The marlin spike exhibit will soon be complete.

### **Operations**

- 16,394 visitors to date
- Membership – 207 Sea Turtle and 7 Right Whale members
- The solar pergola has been stained.
- The center is now responsible for cleaning the temporary portable restrooms.
- Audran participates in the diamond back terrapin project. Over 75 bodies have been collected on Hwy 80 to date. Data is submitted to GDOT and samples are collected for UGA.
- Staff evaluations will be completed soon.

### **Infrastructure**

- A meter for the generator has been purchased.
- Two quotes have been obtained for the solar back-up generator.
- A sink is being added in the downstairs classroom for squid dissection.
- Elevator and fire inspections are underway.

### **Finance Committee:**

- Alexander reviewed the current financial statements which continue to reflect positive performance through April.
- Williams presented the proposed 2023-2028 wage schedule. Alexander moved to approve. Hutton seconded. The vote was unanimous to approve.
- Williams presented a proposal to secure short term insurance for staff. Daves moved to approve. Alexander seconded. The vote was unanimous to approve.

- Williams presented proposed wage adjustments. Robertson moved to approve. Wohlst seconded. The vote was unanimous to approve.
- Hutton presented the proposed PTO proposal. Wilson moved to approve. Daves seconded. The vote was unanimous to approve.

**Infrastructure Committee:** Reed shared an informative PowerPoint presentation and focused on energy use, solar production, and recommendations to reduce the power bill. By analyzing the PB solar energy (12kw), peak time data, and rate schedule information, our power bill should be reduced by 10-15% annually if we switch to the time of use rate schedule. Makel recommended charging the batteries with the overage during off-peak times.

**Communications:** Wilson thanked Robertson for her work in submitting press releases and garnering attention for the TIMSC. She listed the following events for the fall/winter: Pirate's Fest (October), Right Whale (November), and the Christmas parade. Robertson shared that the center would be highlighted in an upcoming Savannah Magazine.

Meeting adjourned.

**File Attachments for Item:**

14. Planning Commission Minutes June 12, 2023



**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: June 12, 2023

Project Name/Description: Build Boardwalk Crossover – 708 Butler Ave. – 40005 20006 – Zone R-2 – Christopher Koncul

Action Requested: SPECIAL REVIEW

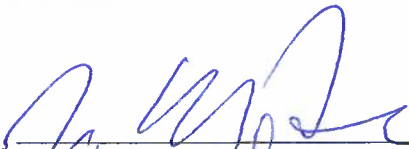

Appeal		Subdivision: Sketch Plan Approval ____ Conceptual ____ Preliminary Plan Approval ____ Final Plat Approval ____ Minor Subdivision ____ Major Subdivision ____
Special Review	X	
Site Plan Approval		
Variance		
Map Amendment		
Text Amendment		

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
Reynolds	X		CHAIR
McGruder	X		VICE CHAIR - SECOND
Nooney	<b>X</b>		
Matkowski		X	
Livingston		<b>X</b>	
Rodriguez	X		MOTION
Turpin		X	

Planning Commission Chair:   
 Planning & Zoning Manager: 

Date: 6/13/23  
 Date: 6-13-23