

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

August 10, 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 Recognitions and Proclamations

1. Certificate of Appreciation: Mark Williams: Department of Natural Resources

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

2. Minutes: City Council Meeting, July 13, 2023

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

3. Shirley Wright, Forever Tybee: Community Events

If there is anyone wishing to speak to anything on the Agenda other than Public Hearings, please come forward. Please limit your comments to no more than 5 minutes.

Consideration of Approval of Consent Agenda

Public Hearings

4. Site Plan Approval: Requesting site plan approval to operate a business located at 103 Butler Avenue, Zone C2
5. Zoning Variance, 1514 Lovell Avenue, 40008-07001, to build a fence two to four feet above the eight-foot limit and extend the rear deck to the new fence line, Zone C-1

Consideration of Bids, Contracts, Agreements and Expenditures

6. Skidaway Institute Dune Monitoring Agreement
7. Symbioscity: Consulting Services Agreement
8. Third Amendment Fort and Van Horne Water Tower Temporary for Verizon Mobile

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



9. Out-of-State Travel San Diego: Tiffany Hayes, International Association of Chiefs of Police Conference, October 13 - 18, 2023. Line Item 100-3210-52-3500, \$1,760.00

Consideration of Ordinances, Resolutions

10. First and Second Reading: 2023-26, Sec 2-36 Compensation Change, Mayor and Council

Council, Officials and City Attorney Considerations and Comments

11. Tracy O'Connell:

- Thomas Harmon, 43 Van Horne Avenue, STR Permit
- Joel Fobes Settlement
- William Moseley Settlement

12. Barry Brown:

- Update on Water Bill Credits

13. Jay Burke:

- Hotel Water Rate Review

14. Monty Parks:

- Forming a working group to explore child care on Tybee Island

15. Brian West:

- Additional lighting for Jaycee Park
- Land Bank
- Dump Fees

16. Michelle Owens:

- Emergency Medical Service Update

Minutes of Boards and Committees

17. Planning Commission Minutes, July 17, 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.



THE VISION OF THE CITY OF TYBEE ISLAND

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
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“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:

2. Minutes: City Council Meeting, July 13, 2023

Mayor Sessions called the meeting to order at 6:30PM, July 13, 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, Second Reading Millage, June 22, 2023
- Minutes, Council Meeting, June 22, 2023
- Award Symbioscity RFP, Review of the Land Development Code
- Tybee Island Maritime Academy Police Officer MOU

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

Jan LeViner, City Clerk, approached Mayor and Council. Ms. LeViner read the Call to Election, November 7, 2023. She outlined qualifying dates and stated Qualifying Packets would be available in her office beginning August 1, 2023. Mayor Sessions thanked Ms. LeViner.

Keith Howington, approached Mayor and Council to give an Update on **City Hall renovation**. Mr. Howington stated the renovation is still on schedule for completion, October 2023. Mayor Sessions thanked Mr. Howington for his hard work not only with overseeing the project but also with maintaining the historical integrity of the building.

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

Kathryn Williams, Forever Tybee, approached Mayor and Council. Ms. Williams encouraged everyone to reach out to the Department of Natural Resources (DNR) in support of the **Beach Benches and Swings**. Mayor Sessions thanked Ms. Williams and encouraged everyone to reach out to DNR as well.

Julia Pearce approached Mayor and Council to give a presentation on her **Pilgrimage from Tybee Lazaretto to Ghana: Door of No Return**. Ms. Pearce thanked everyone for their financial support to make this trip happen.

Dee Matkowski approached Mayor and Council. Ms. Matkowski announced she is **Declaring to run for City Council**.

Holly Lawe approached Mayor and Council to thank Pete Gulbranson and Keith Howington for coordinating the tour of City Hall for the Historic Preservation Commission. They took the time to highlight the many steps that have been taken to retain and honor the historical features of the City Hall building. Mayor Sessions thanked Ms. Lawe.

Dawn Shay approached Mayor and Council to speak in favor of proposed **Resolution for Local Emergency in Connection with Certain Events that would overwhelm the capacity of City Resources**. Mayor Sessions thanked Ms. Shay.

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

Public Hearings

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

George Shaw approached Mayor and Council. Mr. Shaw stated this was before Mayor and Council last year and was approved. It has since expired and is before Mayor and Council for approval. This is a request for a crossover for the future neighborhood at 708 Butler Avenue. Planning Commission voted 4-3 to approve and Staff recommended approval. Ms. DeVetter asked for clarification as why it is back before Mayor and Council. Mr. Shaw stated the builder was not able to start construction when it was originally approved. **Spec Hosti** made a motion to approve. **Jay Burke** seconded. Those voting in favor were Brian West, Monty Parks, Barry Brown, Jay Burke and Spec Hosti. Voting against was Nancy DeVetter. Motion to approve, 5-1.

Consideration of Ordinances, Resolutions

Resolution: Declare Local Emergency in Connection with Certain Events that would overwhelm the capacity of City Resources.

Mayor Sessions gave a quick review of the events that led to this Resolution. This included reaching out to the State Legislators to request their support for the Resolution. The State Attorney and our legal team will work together to draft State Legislation. Ms. DeVetter stated she has concerns regarding the proposal being too broad and we are not asking for something specific that Tybee needs. She shared her concerns with the City having overreach regarding a proposed law and would ask for a meeting with the Chief to ask for the specific changes. Mayor Sessions asked if the meetings has taken place. Ms. DeVetter stated no, as there is not an urgency. Mayor Sessions disagreed. Mr. Parks asked if there is a change with the Resolution in the packet before them tonight. Mr. Hughes stated no, it is the same as previously presented. Mayor pro tem Brown recommended approval and moving forward. Dr. West shared his concerns but recommended the attorneys work with the State for a final Resolution. Mr. Hughes explained the process going forward and stated it is important that we be authorized to have communication with legislative counsel as nothing happens without their input and preparation. **Spec Hosti** made a motion to approve. **Barry Brown** seconded. Those voting in favor were Brian West, Monty Parks, Barry Brown, Jay Burke and Spec Hosti. Voting against was Nancy DeVetter. Motion to approve, 5-1.

First Reading: Sec 2-36 Compensation Change - Mayor and Council FOR

DISCUSSION AND INTRODUCTION ONLY. **Mr. Hosti** stated he brought this before Mayor and Council and is now formally bringing before them for action. He continued, with the added responsibilities due to work on the STR's and Orange Crush for example, it has taken Council members away from their livelihood. Mr. Hosti stated if passed, it would not become effective until January 1, 2024. Mr. Parks recommended approval and if the salary compensation increase is passed, there needs to be more accountability from each council member. There was a discussion regarding the accountability to include reading the packet and voting and attendance records. Ms. O'Connell reminded Mayor and Council a vote is needed to authorize the City Clerk run the proper notification in the legal organ. **Spec Hosti** so moved. **Jay Burke** seconded. Vote was unanimous. **Spec Hosti** made a motion to move forward with First and Second reading on August 10, 2023. **Barry Brown** seconded. Vote was unanimous to approve, 6-0.

Council, Officials and City Attorney Considerations and Comments **Jay Burke recused**

Mr. Hughes stated at the last council meeting, Council passed on second reading the ordinance that provides for locations that had secured building permits for single family homes with the intention to operate STR at that location, to submit evidence of the intent to the City and to complete and application for a STR. The one before them tonight is, **Shields Investment, Application for STR**, 916 Miller. The ordinance that was approved leaves the ultimate decision up to Mayor and Council based on the evidence staff has developed. Mr. Hughes confirmed that there are several instances such as this and they will not go through Planning Commission for consideration but directly to Mayor and Council. **Monty Parks** made a motion to approve. **Spec Hosti** seconded. Those voting in favor were Brian West, Monty Parks and Spec Hosti. Voting against was Nancy DeVetter and Barry Brown. Motion to approve 3-2.

Jay Burke returned to the meeting

Dr. West stated Staff is creating a Resolution regarding **Land Bank** for a future date and he would like to request a meeting with the Acting City Manager, Michelle Owens, and the representative from the Land Bank in Savannah. He then invited council members to attend a future meeting that could be a workshop.

Dr. West asked Mayor and Council if they have any interest in moving forward with **Removal of Dump Fees for Residents**. Mayor pro tem Brown stated the previous hurdles were to determine who residents were and who were visitors/builders/handyman. Mr. Parks stated this was discussed several years ago during the budget cycle and he would like to see recommendations from Staff and he would like to see the budgetary impact. Ms. DeVetter is in agreement with giving back to the residents and would like to explore other options. Mayor Sessions asked Council to send their questions to Staff to see what is doable and realistic.

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

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

4. Site Plan Approval: Requesting site plan approval to operate a business located at 103 Butler Avenue, Zone C2



STAFF REPORT

PLANNING COMMISSION MEETING: July 17, 2023

CITY COUNCIL MEETING: August 21, 2023

LOCATION: 103 Butler Ave.

PARCEL: 40004 02004

APPLICANT: A Step Above Construction

OWNER: Kathy Radford and William Perry

EXISTING USE: Empty building

PROPOSED USE: Office

ZONING: C-2

PROPOSED ZONING: C-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Commercial Gateway

APPLICATION: Site plan review.

PROPOSAL: The applicant requests site plan approval to convert a vacant residential structure into an office and add a storage building in the rear.

ANALYSIS: This is a large through lot with a small residential structure on the Butler side. Applicant intends to renovate existing building into office space and add a large storage structure in the back. Parking is sufficient, drainage is under review.

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

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

<i>Comprehensive Plan – Community Character Area Commercial Gateway</i>		
<i>Recommended Development Strategies</i>		<i>Meets Strategy Y/N or N/A</i>
1.	Encourage commercial and mixed use development and redevelopment along the US 80 commercial corridor	Y
2.	Discourage down-zoning within the US 80 commercial corridor	N/A
3.	Establish standards for a maximum percentage of residential use on a per parcel basis to encourage mixed use	N/A
4.	Enhance pedestrian movements with streetscape improvements	Y
5.	Allow for the appropriate mix of retail, residential, and tourism related uses consistent with the Plan vision	Y
6.	Implement traffic calming measures and parking improvements	N/A
7.	Establish noise and sight buffers between commercial uses and adjacent residential area	N/A
8.	Review parking requirements to ensure they are not prohibitive to future commercial development	N/A

The Comprehensive Plan describes the Inland Cottage Neighborhood as follows:

This character area describes the traditional neighborhood along the west side of Butler, which contains narrow, tree-lined streets laid out in a grid pattern. The area is varied in land use as it contains permanent residential properties, multi-family homes, rental properties, parks, low-impact commercial establishments, and public buildings.

<i>Comprehensive Plan – Community Character Area The Inland Cottage Neighborhood Sec. 1.2.6</i>		
<i>Recommended Development Strategies</i>		<i>Meets Strategy Y/N or N/A</i>
1.	New development, redevelopment, and restoration should be consistent with the existing character of the area in terms of mass, scale, use and density	Y
2.	Permit only compatible uses including low density residential, public/institutional, and low impact commercial	Y
3.	Develop and implement design and architectural standards	N/A
4.	Implement streetscape improvement to improve the pedestrian/bicycle environment and encourage safety and mobility	N/A
5.	Historic structures in this area should be restored and/or preserved whenever possible	Y
6.	The City should provide appropriate incentives for historic restoration projects	N/A

STAFF FINDING

Staff recommends approval with lower 15’ roofline for warehouse building

This Staff Report was prepared by George Shaw.

ATTACHMENTS

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



CITY OF TYBEE ISLAND
SITE PLAN APPROVAL APPLICATION

Fee
Commercial \$500
Residential \$250

Applicant's Name A STEP ABOVE CONSTRUCTION Tony Lord

Address and location of subject property 103 Butler Avenue

PIN Applicant's Telephone Number 912-577-7780

Applicant's Mailing Address P.O. Box 1300 Tybee Island GA 31328

Brief description of the land development activity and use of the land thereafter to take place on the property:
Office home base for A Step Above construction, LLC

Property Owner's Name Kathee Radford William S. Perry Telephone Number 931 260-3330

Property Owner's Address P.O. Box 2445 Tybee Island GA 31328

Is Applicant the Property Owner? Yes No (X)

If Applicant is the Property Owner, Proof of Ownership is attached: Yes N/A

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 C2 Current Use vacant / storage

Names and addresses of all adjacent property owners are attached: Yes
1. Beach Pointe Villas cond. As
2. William S. Perry

If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the Applicant has made campaign contributions aggregating to more than \$250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following:

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

Signature of Applicant Tony Lord Date 2-3-23

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

Fee Amount \$ 500 Check Number 589611 Date 4/24/23

City Official [Signature]



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

YES _____ NO X

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

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 Tony Lord

Printed Name Tony Lord

Date 2-3-23

Tony Lord
Owner 912-577-7780

Planning and Zoning
403 Butler Ave
Tybee Island, GA 31328
912-786-4573

CC: Kathee Radford
931-260-3330

February 8, 2023

Dear Planning and Zoning Committee Members,

Greetings City Council Members. The purpose of this document is to set forth a declaration that "A Step Above Construction, LLC" is requesting site plan approval to operate a business located at 103 Butler Avenue, Tybee Island, GA 31328. A Step Above Construction has leased the property and building from Kathee Radford and said property will be the headquarters for A Step Above Construction.

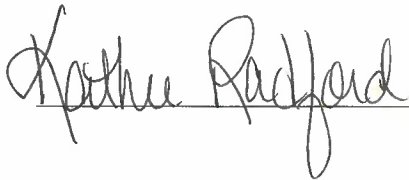
Sincerely,

Tony Lord

tony@asarestoration.com 912-577-7780

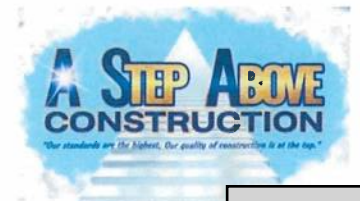


Kathee Radford



Date

2/13/23



Tony Lord
Owner 912-577-7780

Planning and Zoning
403 Butler Ave
Tybee Island, GA 31328
912-786-4573

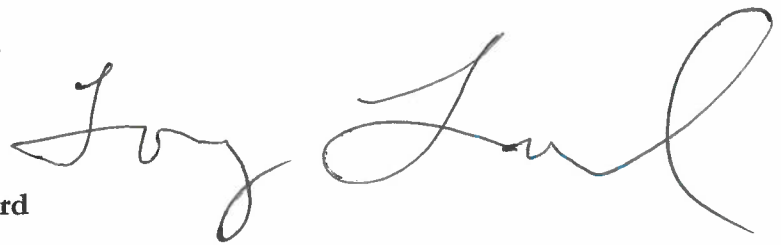
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Sincerely,



Tony Lord

tony@asarestitution.com 912-577-7780

Kathee Radford _____ Date _____



PARID: 40004 02004

3G1B, LLC

103 BUTLER AVE

Most Current Owner

Current Owner	Co-Owner	Care Of	Mailing Address
3G1B, LLC			P.O. BOX 2445 TYBEE ISLAND GA 31328

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
PERRY WILLIAM S		PO BOX 1201		CORDELE	GA	31010

Parcel

Status	ACTIVE
Parcel ID	40004 02004
Category Code	RES - Residential
Bill #	2948079
Address	103 BUTLER AVE
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20218.00 - T218 TYBEE DUPLEXES
Total Units	
Zoning	C-2
Class	R3 - Residential Lots
Appeal Status	APPEAL RESOLVED

Legal Description

Legal Description	LOT 9 WARD 1 TYBEE
Deed Book	383T
Deed Page	325

Permits

Permit #	Permit Date	Status	Type	Amount
0-1		Complete	-	\$0.00
210704	12/13/2021	In Process	RN - RENOVATIONS	\$15,000.00
11-0040-2	01/27/2011	Complete	GM - GENERAL MAINT.	\$240.00

Inspection

Inspection Date	Reviewer ID
01/19/2023	RKRYZAK
08/22/2022	RKRYZAK

Item #4.

01/14/2022
03/29/2021
03/14/2017

RKRYZAK
RKRYZAK
MWTTHOMAS

Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2022	420,600	81,300	501,900	APPEAL DECISION
2021	332,700	77,400	410,100	APPEAL DECISION
2020	332,700	77,400	410,100	APPEAL DECISION
2019	332,700	77,400	410,100	APPEAL DECISION
2018	332,700	77,400	410,100	
2017	332,700	77,400	410,100	
2016	335,900	79,300	415,200	
2015	335,900	82,200	418,100	
2014	335,900	62,100	398,000	

Sales

Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
09/20/2022	825,000	U	WD	2918 - 0716	PERRY WILLIAM S.	3G1B, LLC
12/31/2012	800,000	U	WD	383T - 325	VIOLA E BUFORD FAMILY LIMITED PARTNERSHIP	PERRY WILLIAM S
12/28/2012	0	U	QC	383T - 324	BUFORD MICHAEL C	VIOLA E BUFORD FAMILY LIMITED PARTNERSHIP
05/04/2005	800,000	Q	WD	287L - 0183	TWDG LLC	BUFORD MICHAEL C
01/28/2005	450,000	U	WD	283E - 0022	CARSON WALTER C JR	TWDG LLC

Land

Line Number	1
Land Type	U - UNIT
Land Code	02 - 2-4 FAMILY
Square Feet	0
Acres	.29
Influence Factor 1	82
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

Residential Building

01/14/2022
 03/29/2021
 03/14/2017

RKRYZAK
 RKRYZAK
 MWTTHOMAS

Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2022	420,600	81,300	501,900	APPEAL DECISION
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12/28/2012	0	U	QC	383T - 324	BUFORD MICHAEL C	VIOLA E BUFORD FAMILY LIMITED PARTNERSHIP
05/04/2005	800,000	Q	WD	287L - 0183	TWDG LLC	BUFORD MICHAEL C
01/28/2005	450,000	U	WD	283E - 0022	CARSON WALTER C JR	TWDG LLC

Land

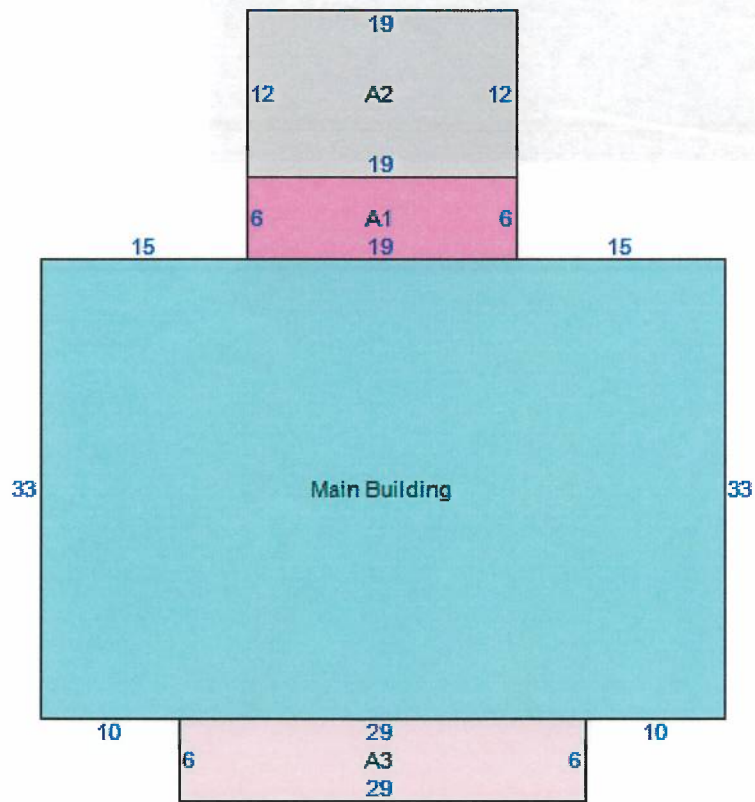
Line Number	1
Land Type	U - UNIT
Land Code	02 - 2-4 FAMILY
Square Feet	0
Acres	.29
Influence Factor 1	82
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

Residential Building

Item #4.

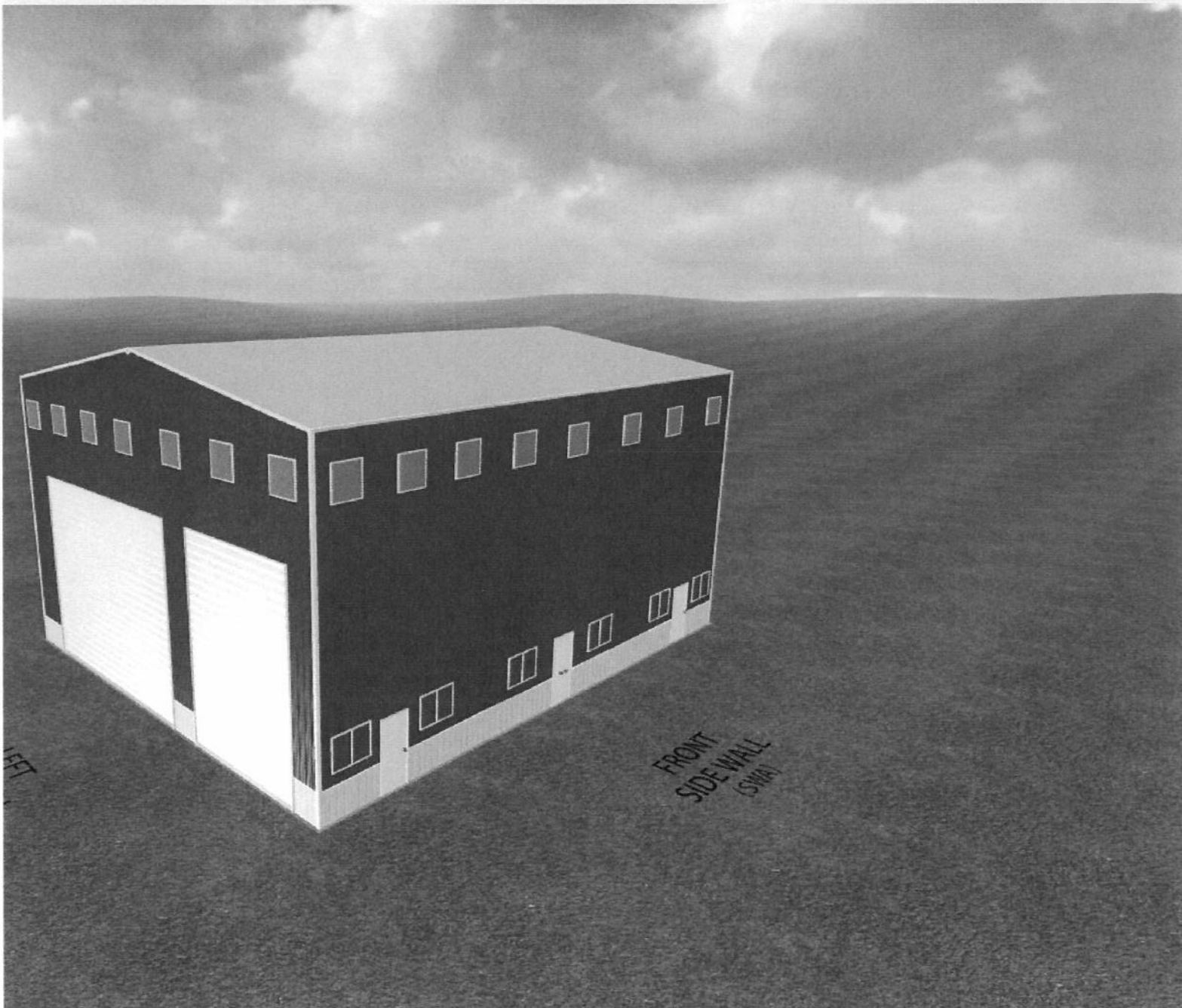
1

Actual Year Built 1946
 Effective Year Built 1970
 Type 5 - Multi-Family
 Style/Stories 1 - ONE STORY
 Percent Complete 100
 Quality 300
 Condition PR - POOR
 Living Area 1,617
 Basement Area 0
 Finished Basement Area No
 Bedrooms 4
 Full / Half Baths 2 / 0

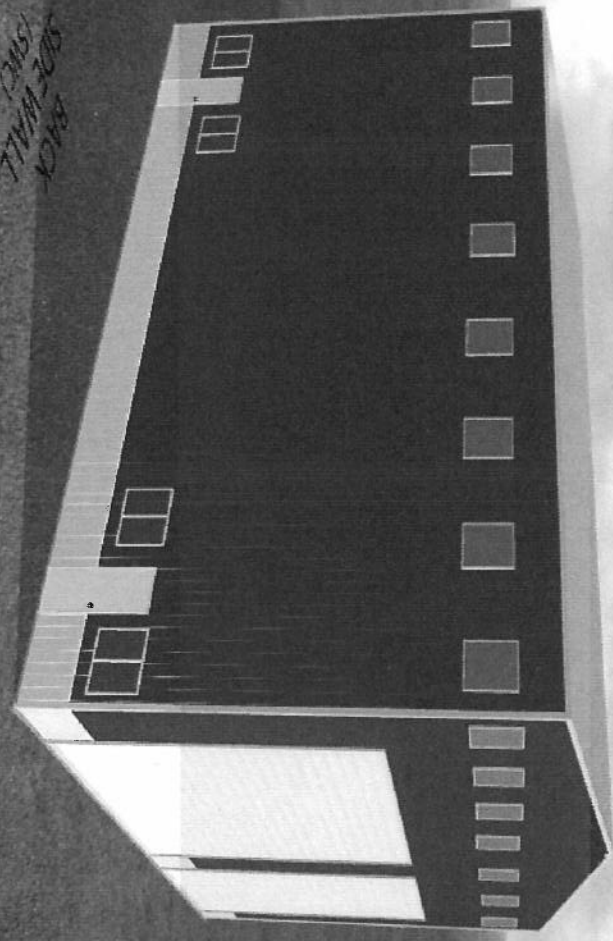


Item	Area
Main Building	1617
A1 - 904:904-Slab Porch (SF) with Roof	114
A2 - 903:903-Wood Deck (SF)	228
A3 - 907:907-Enclosed Porch (SF), Scree	174





Titan 3D Designer



BACK WALL (SHEETS)

LEFT END WALL (SHEETS)



- Print
- Reset View
- Building Dimensions
- Width (ft)
- Length (ft)
- Height (ft)
- Roof Type
- Roof Pitch / 12"
- Colors
- Walls
- Roof Options
- Windows & Doors
- Interior
- Add for Scale



Your Custom Metal Building Design
 alansfactoryoutlet.com | 1-800-488-6903

Edit or Buy Your Design: alansfactoryoutlet.com/design/s4p65A46/

Delivery Zip Code: 31328

24 x 60 Vertical Roof Metal Garage \$40,141.80 1 \$44,602.00

Roof Color: King Blue

Trim Color: White

Side & End Color: Clay

Garage Door Color: White

Galvanized or Colored Screws: Silver Galvanized Screws

Certified or Uncertified: Certified 140 mph & 35 psf

14 GA or 12 GA Tubing: 12 GA Tubing on 60' Long

29 GA or 26 GA Sheeting: 26 GA

Leg Height Fully Enclosed: 16' Leg Height Fully Enclosed – Certified - 24x60

Horizontal or Vertical Sides: Horizontal Sides

Vertical Deluxe Two Tone on Side: Without Vertical Deluxe Two Tone

Horizontal or Vertical Ends: Horizontal Ends

Vertical Deluxe Two Tone on End: Without Vertical Deluxe Two Tone

Insulation Type: Woven R17 Insulation on 16' Leg Height - 24x60

Insulation Options: Fully Insulate Roof and Sides

Garage Doors 9'x8': One 9' Wide x 8' Tall Garage Door

Garage Doors 10'x10': One 10' Wide x 10' Tall Garage Door

Garage Doors 12'x12': One 12' Wide x 12' Tall Garage Door with Chain Host

Walk in Door: Three Single Walk in Doors 36" Wide x 80" Tall

Windows: Eleven 30" x 30" Windows

Installation Surface: Concrete

Power Outlet Available Within 100ft: Yes, Power Outlet Within 100ft

Garage Doors 9'x8' Locations End: 1 Garage Door 9'x8' on End

Garage Doors 10'x10' Locations End: 1 Garage Door 10'x10' on End

Garage Doors 12'x12' Locations Side: 1 Garage Door 12'x12' on the Side **Subtotal: \$44,602.00**

Walk in Door Location: Walk in Door on Back End Centered **Limited Time 10% Discount: -\$4,460.20**

Windows Location: Window on the Back End

Delivery & Installation: **FREE for Zip Code 31328**

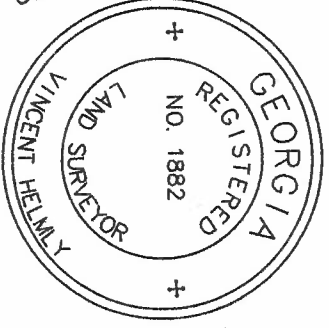
Tax: Calculated in Checkout

Total: \$40,141.80

Deposit to Order: \$6,824.11

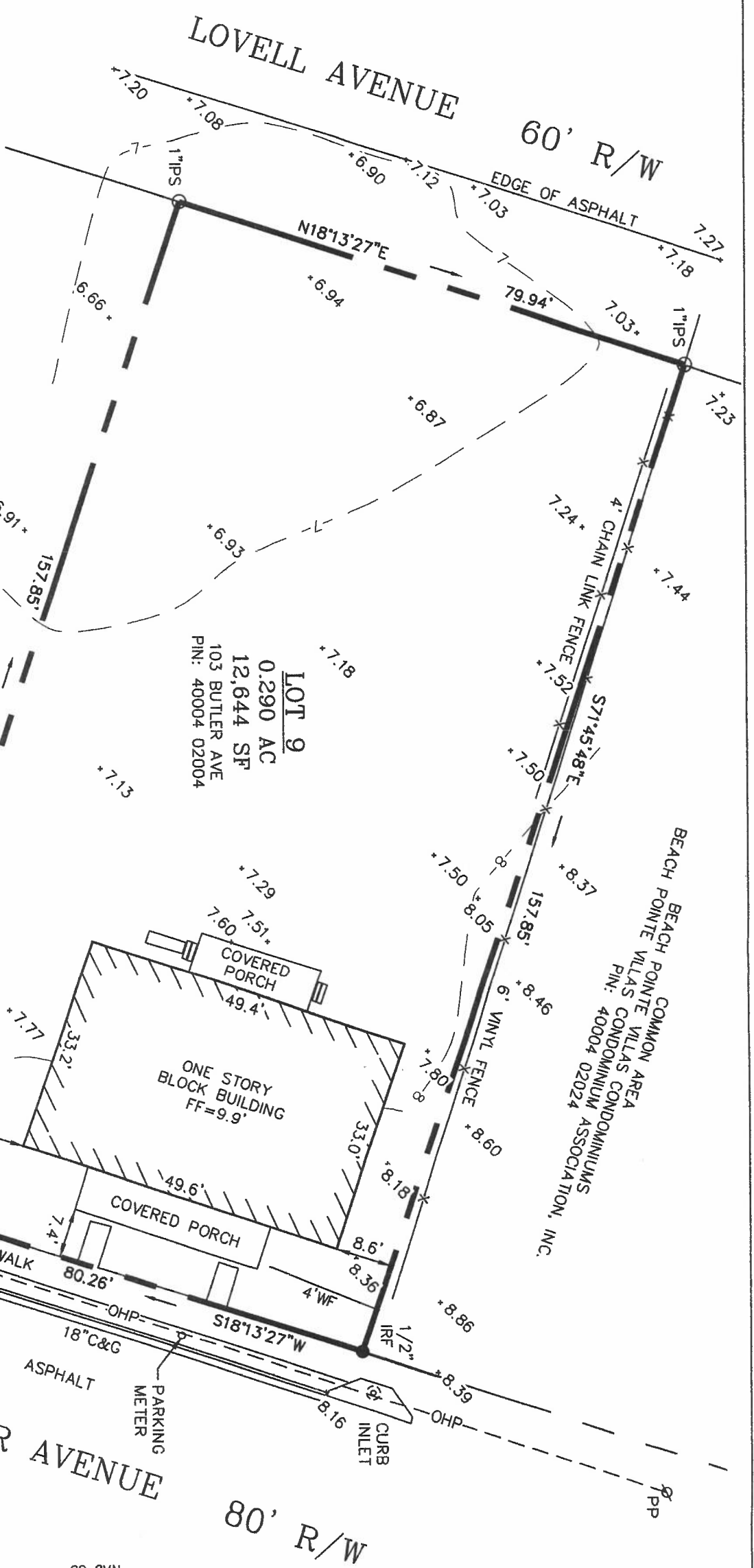
Prices subject to change without notice

Vincent Helmy No. 1882 3/21/23 DATE



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

- NOTES:
1. ACCORDING TO F.I.R.M. MAP NO. 1305100214G EFFECTIVE DATE 8/2/2018, THIS PARCEL SHOWN HEREON LIES IN ZONE AE, A SPECIAL FLOOD HAZARD AREA, BASE FLOOD ELEVATION: 12. NAVD 1988.
 2. THIS PROPERTY IS CURRENTLY ZONED G-2.
 3. THE HORIZONTAL DATUM IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83.
 4. ALL ELEVATIONS ARE BASED ON NAVD 1988 DATUM.



Item #4.



AN ASBUILT & TOPOGRAPHIC SURVEY OF LOT 9, WARD 1
 5TH G.M. DISTRICT, TYBEE ISLAND,
 CHATHAM COUNTY, GEORGIA
 ADDRESS: 103 BUTLER AVENUE
 PIN: 40004 02004
 Surveyed For: A STEP ABOVE CONSTRUCTION, LLC
 Vincent Helmy
 129-A BURTON ROAD
 SAVANNAH, GEORGIA 31405
 (912) 429-9395
 FIELD SURVEY DATE: 3/25/2023
 DATE: 3/27/2023 JOB No. 23-46

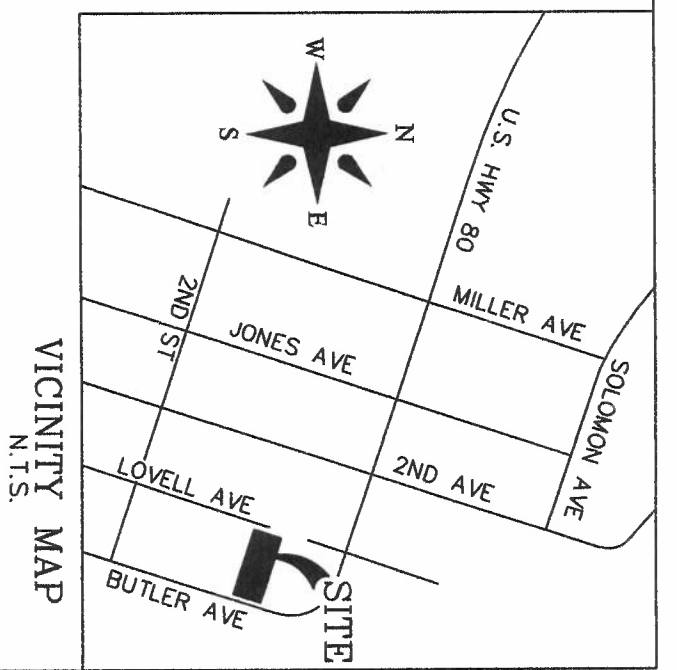
LOT 9
 0.290 AC
 12,644 SF
 103 BUTLER AVE
 PIN: 40004 02004

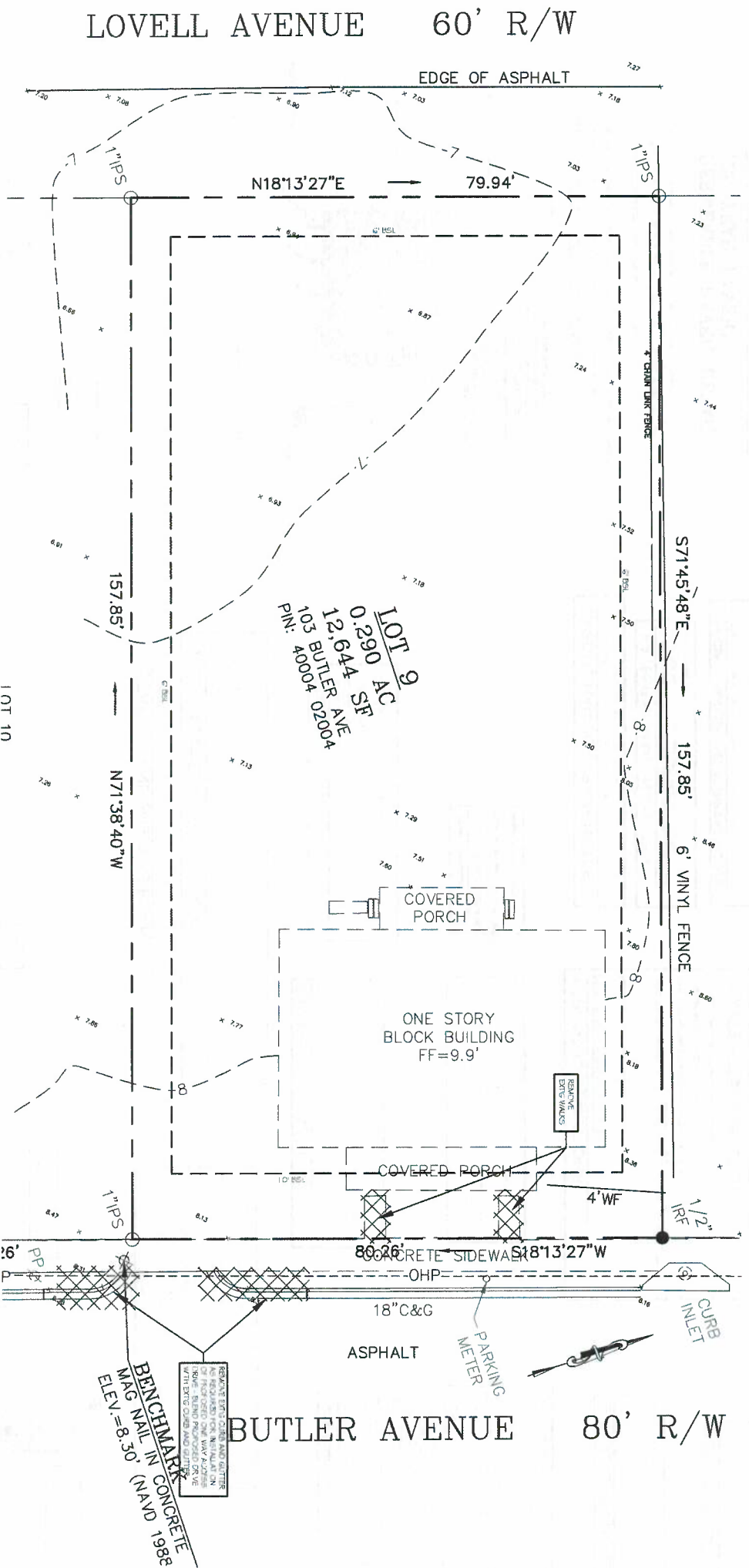
LOT 10
 WILLIAMS PERRY
 PIN: 40004 02003

COMMON AREA
 BEACH POINTE VILLAS CONDOMINIUMS
 PIN: 40004 02024

BENCHMARK
 MAG NAIL IN CONCRETE
 ELEV.=8.30' (NAVD 1988)

- LEGEND
- IRF-IRON ROD FOUND
 - IPS-1" IRON PIPE SET
 - OHP-OVERHEAD POWER
 - FF-FINISHED FLOOR
 - C&G-CURB & GUTTER
 - R/W-RIGHT-OF-WAY
- REFERENCES:
1. MB 2, PAGE 9
 2. DB 3831, PAGE 325
 3. PRB BB, PAGE 23
 4. SMB 185, PAGE 34
- ERROR OF CLOSURE:
 FIELD: 1/581,764
 ANGULAR ERROR OF 2" PER
 ANGLE POINT AND ADJUSTED
 BY COMPASS METHOD
 PLAT CLOSURE: 1/62,618
 EQUIPMENT: TOPCON GTS236W
 TOTAL STATION: SINGLE PRISM
- GRID NORTH
 GEORGIA EAST ZONE
 NAD 83





EXISTING SITE AND DEMOLITION PLAN
1" = 10'

SPECIAL AVERAGE GRADE NOTES:

1. THE AVERAGE GRADE TO BE USED AS A BASE ELEVATION TO SET THE BUILDING HEIGHT IS TO BE OBTAINED FROM THE TYBEE ISLAND PLANNING AND ZONING DEPARTMENT.

SPECIAL PLANNING NOTES:

1. CONTRACTOR TO VERIFY REAR ELEVATION FROM TO ANY CONSTRUCTION ACTIVITY AND COORDINATE WITH ENGINEERING ABOUT REAR ELEVATIONS.
2. CONTRACTOR TO COORDINATE WITH ENGINEERING ABOUT REAR ELEVATIONS WITH STRUCTURAL, ARCHITECTURAL AND MEP PLANS.

TYPING AND RIGHT-OF-WAY NOTES:

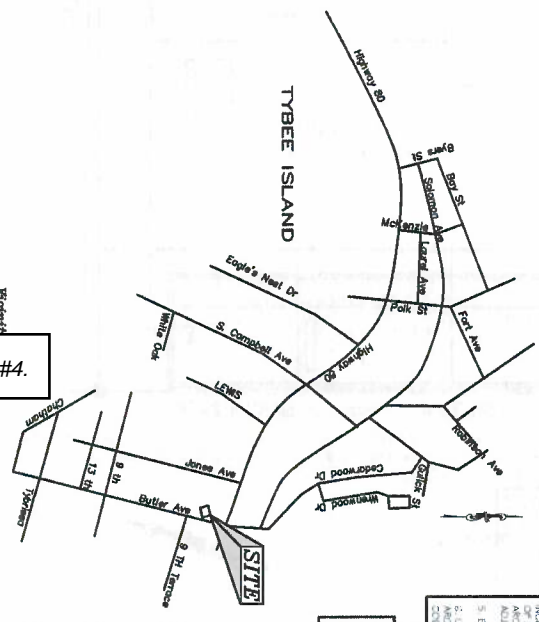
1. ALL ROAD CLOSINGS, DETOURS AND ETC. ARE TO BE COORDINATED WITH THE CITY OF TYBEE ISLAND, GEORGIA PERSONNEL.
2. ANY AND ALL NECESSARY PERMITS MUST BE OBTAINED FROM THE CITY OF TYBEE ISLAND PRIOR TO COMMENCEMENT OF ANY WORK.
3. CONTRACTOR IS TO OBTAIN A R.O.W. PERMIT PRIOR TO PERFORMING ANY WORK WITHIN THE CITY OF TYBEE ISLAND RIGHT-OF-WAY.
4. CULTRATED UNDESIRABLE WASTE SHALL NOT BE DISCHARGED INTO THE STORMWATER SYSTEM.

NOTES:

1. CONTRACTOR IS TO COORDINATE ALL GAS, LIGHTING, ELECTRICAL, PLUMBING, CEILING AND MECHANICAL WORK WITH THE CITY OF TYBEE ISLAND PERSONNEL.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING OR COORDINATING WITH THE CITY OF TYBEE ISLAND PERSONNEL FOR ANY EXISTING UTILITIES THAT MAY BE DAMAGED TO EXISTING UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
3. CONTRACTOR IS TO COORDINATE ALL DEMOLITION WORK WITH THE OWNER. ALL ITEMS NOT TO BE RELOCATED OR GIVEN TO THE OWNER WILL BECOME THE PROPERTY OF THE CONTRACTOR.
4. REMOVE ALL TREES AS NECESSARY FOR PROPOSED CONSTRUCTION.
- X TREES TO BE RELOCATED

SPECIAL BUILDING SET BACK LINE NOTES:

1. THE BUILDING OUTLINE SHOWN ON THE PLANS IS ASSUMING THE MOST OUTSIDE PART OF THE BUILDING.
2. THE MOST OUTSIDE PART OF THE BUILDING INCLUDES ALL SIDING, SHUTTERS, GUTTERS, DOWNSPOUTS, DOWNSPOUT BOOTS, TRIM WORK OF ANY KIND OR TYPE OF COVERING OR AESTHETIC PART OF THE BUILDING.
3. CONTRACTOR IS TO COORDINATE BUILDING WITH THE OWNER AND ARCHITECT TO MAKE SURE THAT NO PART OF THE BUILDING, WITH THE EXCEPTION OF THE OVERHANG, PROTRUDES OUTSIDE OF THE BUILDING SET BACK LINE VERTICALLY FROM THE GROUND LINE TO THE BOTTOM OF THE ROOF OVERHANG. GUTTER SYSTEM IS TO BE INCLUDED AS PART OF THE ALLOWED OVERHANG.
4. CONSULT THE TYBEE PLANNING AND ZONING DEPARTMENT FOR BUILDING SET BACK LINE REQUIREMENTS. IF A GUTTER SYSTEM IS UTILIZED AND FOR DOWNSPOUTS, DOWNSPOUT BOOTS, FIREPLACES, ELEVATOR SHAFTS, ROOF DECKS, STAIRS AND AC COMPRESSORS.
5. CONSULT THE TYBEE PLANNING AND ZONING DEPARTMENT FOR BUILDING SET BACK LINE REQUIREMENTS IF A SPREAD FOOTING IS USED.
6. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED IF ANY PART OF THE BUILDING (INCLUDING SIDING, SHUTTERS, GUTTERS, DOWNSPOUTS, DOWNSPOUT BOOTS, TRIM, WATER TABLE OR ANY AESTHETIC WORK, ETC.) EXTENDS OVER THE BUILDING SET BACK LINE WITHOUT A VARIANCE.



Item #4.

LEGEND

NEW	EXISTING	DESCRIPTION
		BUILDING
		RESURFACE ASPHALT PAVEMENT
		ASPHALT PAVEMENT TYPE 1
		ASPHALT PAVEMENT TYPE 1
		CONCRETE PAVEMENT
		CONCRETE SIDEWALK
		STORM DRAIN LINE
		SANITARY SEWER LINE
		WATER LINE
		SANITARY SEWER MANHOLE
		GAS VALVE
		WATER VALVE
		WATER METER
		FIRE HYDRANT
		SIGN
		FLARED END SECTION
		SPOT ELEVATION
		CONTOUR
		INVERT ELEVATION
		CHAIN LINK FENCE
		DITCH INVERT
		PROPERTY LINE
		IRON PIN FOUND
		TOP OF WALK
		TOP OF PAVEMENT
		FINISHED GRADE
		TOP OF STONE
		TOP OF GUTTER
		TOP OF CURB

SPECIAL AVERAGE GRADE NOTES:

1. THE AVERAGE GRADE TO BE USED AS A BASE ELEVATION TO SET THE BUILDING HEIGHT IS TO BE OBTAINED FROM THE TYBEE ISLAND PLANNING AND ZONING DEPARTMENT.

SPECIAL PLANNING NOTES:

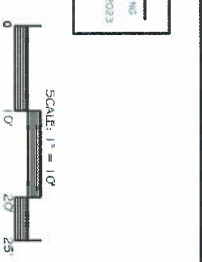
1. CONTRACTOR TO VERIFY REAR ELEVATION FROM TO ANY CONSTRUCTION ACTIVITY AND COORDINATE WITH ENGINEERING ABOUT REAR ELEVATIONS.
2. CONTRACTOR TO COORDINATE WITH ENGINEERING ABOUT REAR ELEVATIONS WITH STRUCTURAL, ARCHITECTURAL AND MEP PLANS.

TYPING AND RIGHT-OF-WAY NOTES:

1. ALL ROAD CLOSINGS, DETOURS AND ETC. ARE TO BE COORDINATED WITH THE CITY OF TYBEE ISLAND, GEORGIA PERSONNEL.
2. ANY AND ALL NECESSARY PERMITS MUST BE OBTAINED FROM THE CITY OF TYBEE ISLAND PRIOR TO COMMENCEMENT OF ANY WORK.
3. CONTRACTOR IS TO OBTAIN A R.O.W. PERMIT PRIOR TO PERFORMING ANY WORK WITHIN THE CITY OF TYBEE ISLAND RIGHT-OF-WAY.
4. CULTRATED UNDESIRABLE WASTE SHALL NOT BE DISCHARGED INTO THE STORMWATER SYSTEM.

NOTES:

1. CONTRACTOR IS TO COORDINATE ALL GAS, LIGHTING, ELECTRICAL, PLUMBING, CEILING AND MECHANICAL WORK WITH THE CITY OF TYBEE ISLAND PERSONNEL.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING OR COORDINATING WITH THE CITY OF TYBEE ISLAND PERSONNEL FOR ANY EXISTING UTILITIES THAT MAY BE DAMAGED TO EXISTING UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
3. CONTRACTOR IS TO COORDINATE ALL DEMOLITION WORK WITH THE OWNER. ALL ITEMS NOT TO BE RELOCATED OR GIVEN TO THE OWNER WILL BECOME THE PROPERTY OF THE CONTRACTOR.
4. REMOVE ALL TREES AS NECESSARY FOR PROPOSED CONSTRUCTION.
- X TREES TO BE RELOCATED



GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE TYBEE ISLAND PLANNING AND ZONING DEPARTMENT.
2. CONTRACTOR TO COORDINATE WITH ENGINEERING ABOUT REAR ELEVATIONS WITH STRUCTURAL, ARCHITECTURAL AND MEP PLANS.

SPECIAL CONSTRUCTION NOTE:

IF THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO HAVE KNOWLEDGE OF ANY DEFECTS OR CONDITIONS OF THE EXISTING STRUCTURE THAT MAY AFFECT THE PROPOSED CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS OR CONDITIONS OF THE EXISTING STRUCTURE THAT ARE NOT KNOWN OR REASONABLY KNOWN TO THE CONTRACTOR AT THE TIME OF THE COMMENCEMENT OF CONSTRUCTION.

DRAWING NUMBER
C-1
1 OF 8 SHEETS



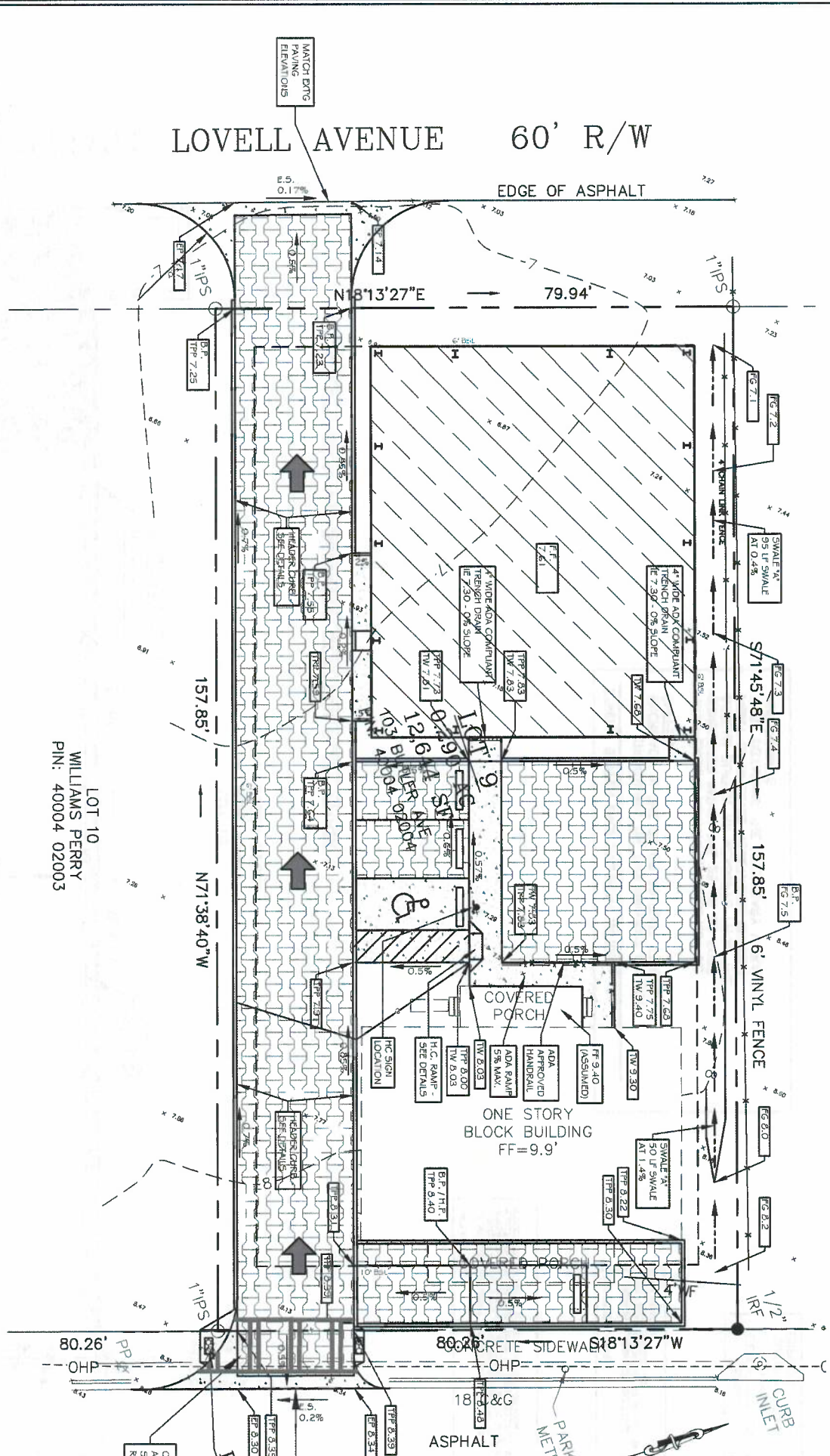
PROPOSED SITE PLAN
103 BUTLER AVENUE
TYBEE ISLAND, GEORGIA 31328
FOR
TONY LORD
SAVANNAH, GEORGIA 31410

EXISTING SITE AND DEMOLITION PLAN

DESIGNED: MAB
DRAWN: MAB
CHECKED: MAB
DATE: MAY 23, 2023
JOB NO.:
SCALE: AS SHOWN

BOSWELL DESIGN SERVICES, INC.
OFFICE: 4700 EAST HIGHWAY 80
Unit N, Suite 1
MAILING: 103 NASSAU DRIVE
SAVANNAH, GEORGIA 31410
912-897-6932
LAHBOS@Bellsouth.net

REV	NO.	DESCRIPTION



LOT 10
WILLIAMS PERRY
PIN: 40004 02003

PAVING, GRADING AND DRAINAGE PLAN
1" = 10'

EXISTING NOTES:
1. THE OWNER, ENGINEER AND SURVEYOR ARE TO OBTAIN RECORD DRAWINGS PRIOR TO FINAL PLAN APPROVAL AND RECORD.
2. ALL DRAINAGE ELEMENTS TO BE PRIMARILY MAINTAINED.

SPECIAL AVERAGE GRADE NOTES:
1. THE AVERAGE GRADE TO BE USED AS A BASE ELEVATION TO SET THE BUILDING HEIGHT IS TO BE OBTAINED FROM THE TIERRE ISLAND PLANNING AND ZONING DEPARTMENT.

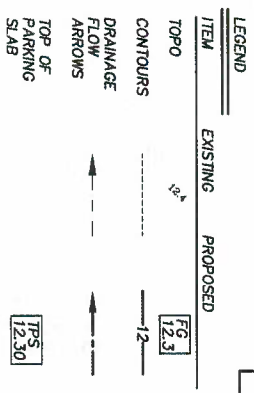
GENERAL BUILDING INFORMATION NOTES:
1. PROPOSED BUILDING FINISHED FLOOR ELEVATIONS ARE TO BE SET AS PER FINAL FLOOD STUDY MAPS AND AS PER THE CITY OF TIERRE ISLAND, GEORGIA ORDINANCES WHICH WILL SATISFY FINAL ELEVATION AND TIERRE ZONE REQUIREMENTS AS WELL AS TIERRE ISLAND REQUIREMENTS.
2. PROPOSED BUILDINGS ARE TO BE SUPPORTED ON PILES OR FOUNDATIONS WHICH WILL SATISFY FINAL ELEVATION AND TIERRE ZONE REQUIREMENTS AS WELL AS TIERRE ISLAND REQUIREMENTS.

GENERAL DRAINAGE NOTES:
1. THE SITE WILL NEED TO BE GRADED AS SHOWN AND AS DICTATED BY EXISTING CONDITIONS WHICH CAN NOT BE FORGOTTEN TO ALLOW FOR PROPER DRAINAGE.
2. OUTFALL FOR THE PROJECT WILL BE DICTATED BY EXISTING CONDITIONS WITHIN THE CITY OF TIERRE ISLAND PLANNING AND ZONING DEPARTMENT.

GENERAL BUILDING INFORMATION NOTES:
1. PROPOSED BUILDING FINISHED FLOOR ELEVATIONS ARE TO BE SET AS PER FINAL FLOOD STUDY MAPS AND AS PER THE CITY OF TIERRE ISLAND, GEORGIA ORDINANCES WHICH WILL SATISFY FINAL ELEVATION AND TIERRE ZONE REQUIREMENTS AS WELL AS TIERRE ISLAND REQUIREMENTS.
2. PROPOSED BUILDINGS ARE TO BE SUPPORTED ON PILES OR FOUNDATIONS WHICH WILL SATISFY FINAL ELEVATION AND TIERRE ZONE REQUIREMENTS AS WELL AS TIERRE ISLAND REQUIREMENTS.

GENERAL DRAINAGE NOTES:
1. THE SITE WILL NEED TO BE GRADED AS SHOWN AND AS DICTATED BY EXISTING CONDITIONS WHICH CAN NOT BE FORGOTTEN TO ALLOW FOR PROPER DRAINAGE.
2. OUTFALL FOR THE PROJECT WILL BE DICTATED BY EXISTING CONDITIONS WITHIN THE CITY OF TIERRE ISLAND PLANNING AND ZONING DEPARTMENT.

GENERAL DRAINAGE NOTES:
1. THE SITE WILL NEED TO BE GRADED AS SHOWN AND AS DICTATED BY EXISTING CONDITIONS WHICH CAN NOT BE FORGOTTEN TO ALLOW FOR PROPER DRAINAGE.
2. OUTFALL FOR THE PROJECT WILL BE DICTATED BY EXISTING CONDITIONS WITHIN THE CITY OF TIERRE ISLAND PLANNING AND ZONING DEPARTMENT.



BUILDING DOOR OPENING NOTES:
1. ALL DOOR AND WINDOW OPENINGS ARE TO BE EQUIPPED WITH FLOOD PROTECTION PLATES - SEE DETAIL.

NOTES:
1. CONTRACTOR IS TO COORDINATE ALL GAS, LIGHTING, ELECTRICAL, PHONE, CABLE AND ANY OTHER REQUIRED UTILITIES WITH THE APPROPRIATE UTILITY AGENCIES.
2. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO COMMENCING OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES WHICH SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
3. CONTRACTOR IS TO COORDINATE ALL DEMOLITION WORK WITH THE OWNER. ALL ITEMS NOT TO BE RELOCATED OR GIVEN TO THE OWNER WILL BECOME THE PROPERTY OF THE CONTRACTOR.
4. REMOVE ALL UNDERGROUND UTILITIES NOT TO BE UTILIZED.
5. REMOVE ALL TREES AS NECESSARY FOR PROPOSED CONSTRUCTION.
6. REPAIR DAMAGE TO EXISTING TREES WHERE POSSIBLE.
X TREES TO BE REMOVED.

Item #4.

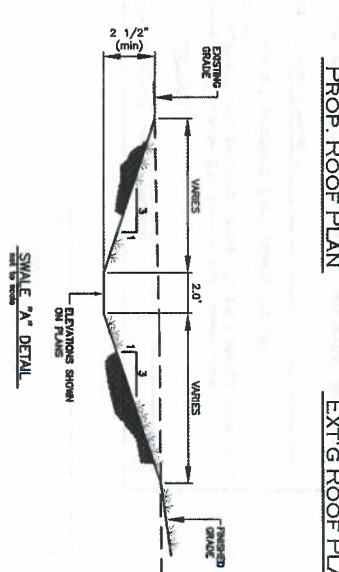
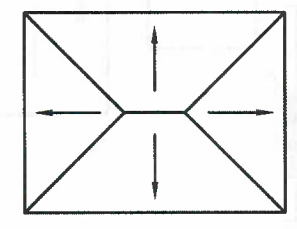
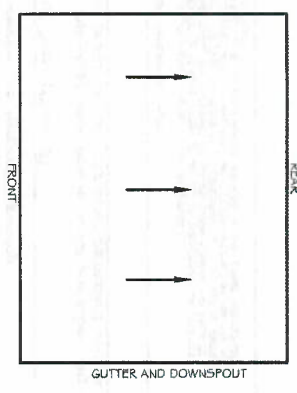
Survey Information:
Survey: HEMLEY SURVEY
Date of Survey: March, 2003
Datum: NAVD 1988

SPECIAL CONSTRUCTION NOTE:
IF THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO HAVE KNOWLEDGE OF AN ERROR, DISCREPANCY OR CONFLICT IN THE PLANS, SPECIFICATIONS OR CONSTRUCTION, HE SHALL NOT BE ENTITLED TO COMPENSATION FOR ANY WORK OR EXPENSE INCURRED BY HIM FOR WORK REQUIRED TO BE RECONSTRUCTED BECAUSE OF SAID ERROR, DISCREPANCY OR CONFLICT.

Special Pre-Construction Note:
Contractor to verify all existing and proposed structural locations (columns, beams, etc.) and utilities (water, sewer, gas, etc.) before construction. Verify location of existing and proposed structural locations and utilities before construction.

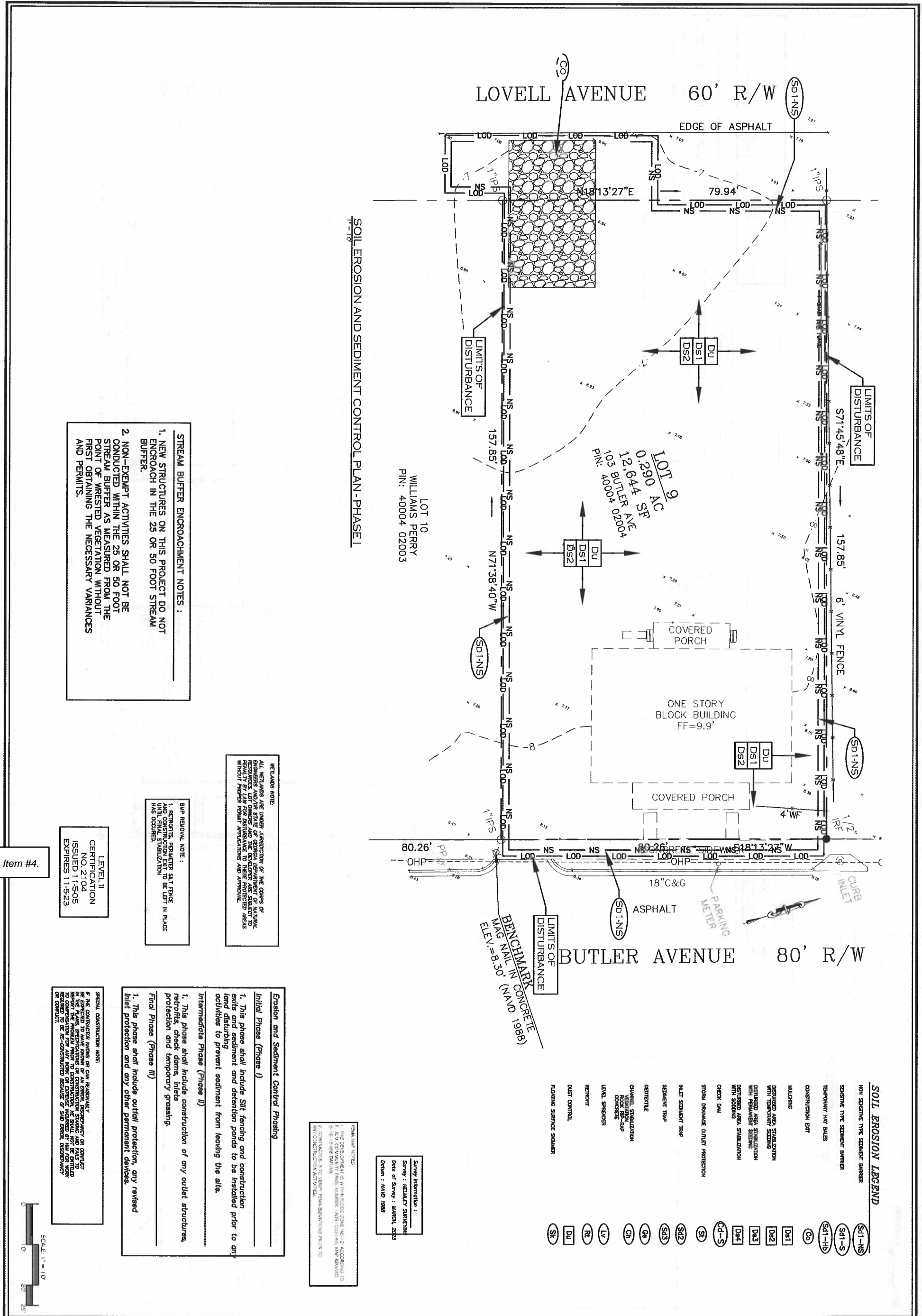


BUTLER AVENUE 80' R/W



SPECIAL BUILDING SET BACK LINE NOTES:
1. THE BUILDING OUTLINE SHOWN ON THE PLANS IS ASSUMING THE MOST OUTSIDE PART OF THE BUILDING.
2. THE MOST OUTSIDE PART OF THE BUILDING INCLUDES ALL SIDING, SHUTTERS, GUTTERS, DOWNSPOUTS, DOWNSPUT BOOTS, TRIM WORK OF ANY KIND OR TYPE OF COVERING OR AESTHETIC PART OF THE BUILDING.
3. CONTRACTOR IS TO COORDINATE BUILDING WITH THE OWNER AND ARCHITECT TO MAKE SURE THAT NO PART OF THE BUILDING, WITH THE EXCEPTION OF THE DOWNSPUT BOOTS, IS TO BE LOCATED WITHIN THE SET BACK LINE VERIFIED FROM THE GROUND LINE TO THE BOTTOM OF THE ROOF OVERHANG. GUTTER SYSTEM IS TO BE INCLUDED AS PART OF THE ALLOWED OVERHANG.
4. CONSULT THE TIERRE PLANNING AND ZONING DEPARTMENT FOR BUILDING SET BACK LINE REQUIREMENTS IF A GUTTER SYSTEM IS UTILIZED AND FOR DOWNSPOUTS, DOWNSPOUT BOOTS, FLASHINGS, ELEVATOR SHAFTS, ROOF DECKS, STAIRS AND AC COMPRESSORS.
5. CONSULT THE TIERRE PLANNING AND ZONING DEPARTMENT FOR BUILDING SET BACK LINE REQUIREMENTS IF A SPREAD FOOTING IS USED.
6. CERTIFICATE OF OCCUPANCY WILL NOT BE GRANTED IF ANY PART OF THE BUILDING OR STRUCTURE, INCLUDING BUT NOT LIMITED TO DOWNSPOUTS, DOWNSPOUT BOOTS, FLASHINGS, ELEVATOR SHAFTS, ROOF DECKS, STAIRS AND AC COMPRESSORS, ETC.) EXTENDS OVER THE BUILDING SET BACK LINE WITHOUT A VARIANCE.

DRAWING NUMBER C-3 3 OF 8 SHEETS	PROPOSED SITE PLAN 103 BUTLER AVENUE TYBEE ISLAND, GEORGIA 31328 FOR TONY LORD SAVANNAH, GEORGIA 31410 PAVING, GRADING AND DRAINAGE PLAN	DESIGNED: MAB CHECKED: MAB DATE: MAY 23, 2023 JOB NO.: SCALE: as shown	BOSWELL DESIGN SERVICES, INC. OFFICE: 4700 EAST HIGHWAY 80 Unit N, Suite MAILING: 103 MASSAU DRIVE SAVANNAH, GEORGIA 31410 912-897-6932 LAHBOS@Bellsouth.net	REVISIONS
		GEORGIA PROFESSIONAL ENGINEER No. 28127 Date: 5-23-23 MAB, P.E. M.A. BOSWELL, P.E.		



SOIL EROSION AND SEDIMENT CONTROL PLAN - PHASE I

STREAM BUFFER ENCOACHMENT NOTES :

1. NEW STRUCTURES ON THIS PROJECT DO NOT ENCOACH IN THE 25 OR 50 FOOT STREAM BUFFER.
2. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50 FOOT STREAM BUFFER AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST OBTAINING THE NECESSARY VARIANCES AND PERMITS.

WETLANDS NOTE:
ALL WETLANDS ARE UNDER JURISDICTION OF THE CORPS OF ENGINEERS. STATE OF GEORGIA. ANY DISTURBANCE TO THESE RESOURCES, LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTIES FROM FEDERAL REGULATIONS AND APPROVAL.

SDP REMOVAL NOTE :
1. RETROFFITS, PERMITS SILT FENCE AND CONSTRUCTION EXIT TO BE LEFT IN PLACE UNTIL PERMITS ARE OBTAINED.

LEVEL II CERTIFICATION
NO. 2104
ISSUED 11-5-05
EXPIRES 11-5-23

Item #4.

SOIL EROSION LEGEND

NON-SUSPENSIVE TYPE SOULDIER BARBER	SD1-NS
SUSPENSIVE TYPE SOULDER BARBER	SD1-S
TEMPORARY SAW BAILS	SD1-HB
CONSTRUCTION EXIT	CO
WALDING	DA1
DISTURBED AREA STABILIZATION WITH TEMPORARY SEEDING	DA2
DISTURBED AREA STABILIZATION WITH PERMANENT SEEDING	DA3
DISTURBED AREA STABILIZATION WITH SOULDER	DA4
CHECK DAM	CD-S
STORM DRAINAGE OUTLET PROTECTION	SI
INLET SEDIMENT TRAP	SD2
SEDIMENT TRAP	SD3
GEOTEXTILE	GA
CHANNEL STABILIZATION	CA
ROCK RIPRAP	CR
CONCRETE	CC
LEAK SPRINGER	LV
REINFORC	RR
DUST CONTROL	DU
FLAMING SURFACE SHOWER	SK

Survey Information :
Survey : REULEY SURVEY
Date of Survey : MARCH, 2023
Datum : NAVD 1988

FINAL USER NOTES:
THIS DOCUMENT IS IN FINAL DESIGN STAGE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS BEFORE CONSTRUCTION. ANY CHANGES TO THIS DOCUMENT SHALL BE MADE BY THE USER AND NOTED ON THE DRAWING.

Erosion and Sediment Control Phasing

Initial Phase (Phase I)

1. This phase shall include Silt fencing and construction exits and sediment and detention ponds to be installed prior to any land disturbing activities to prevent sediment from leaving the site.

Intermediate Phase (Phase II)

1. This phase shall include construction of any outlet structures, retrofits, check dams, inlets protection and temporary grassing.

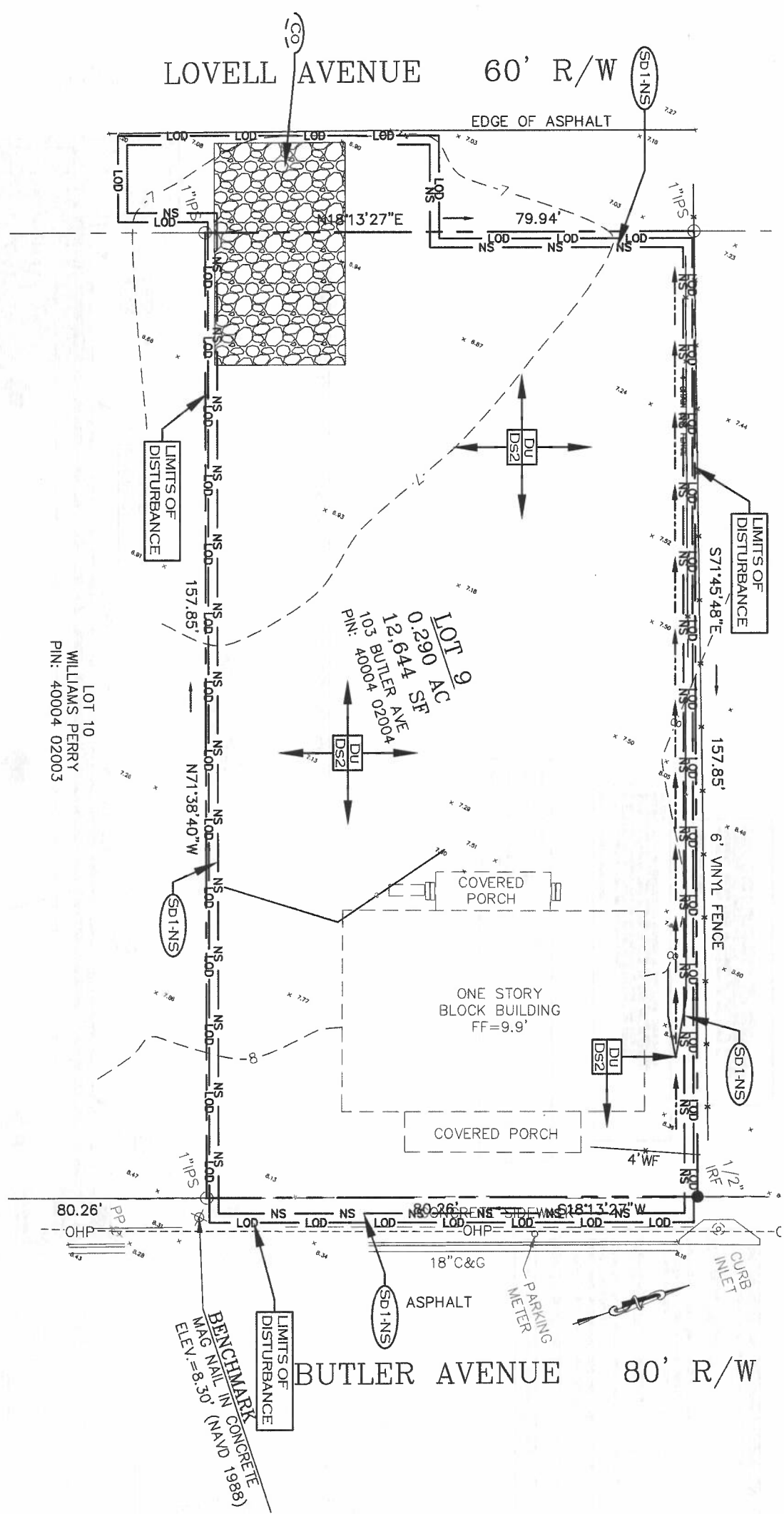
Final Phase (Phase III)

1. This phase shall include outlet protection, any revised inlet protection and any other permanent devices.

SPECIAL CONSTRUCTION NOTE:
IF THE CONTRACTOR HIRING OR ANY SUBCONTRACTOR IS NOT LICENSED OR REGISTERED IN THE STATE OF GEORGIA, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND VARIANCES FROM THE STATE OF GEORGIA. ANY VIOLATIONS OF THESE REGULATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NOT THE ENGINEER.



	<p>PROPOSED SITE PLAN 103 BUTLER AVENUE TYBEE ISLAND, GEORGIA 31328</p> <p>TONY LORD SAVANNAH, GEORGIA 31410</p>	<p>DESIGNED: MAB DRAWN: MAB DATE: MAY 23, 2023 JOB NO.: SCALE: as shown</p>	<p>BOSWELL DESIGN SERVICES, INC. OFFICE: 4700 EAST HIGHWAY 80 Unit N, Suite 1 MAILING: 103 NASSAU DRIVE SAVANNAH, GEORGIA 31410 912-897-6932 LAHBOS@BellSouth.net</p>	<p>REVISIONS</p>
	<p>SOIL EROSION AND SEDIMENT CONTROL PLAN - PHASE I</p>	<p>4 OF 8 SHEETS C-4</p>	<p>DRAWING NUMBER</p>	<p>UTLITIES PROTECTION CENTER 1-800-885-2411</p>



SOIL EROSION AND SEDIMENT CONTROL PLAN - PHASE II

LOT 10
WILLIAMS PERRY
PIN: 40004 02003

LOT 9
0.290 AC
12.644 AC
103 BUTLER AVE
PIN: 40004 02004

BENCHMARK
MAG NAIL IN CONCRETE
ELEV. = 8.30 (MAY 1988)

STREAM BUFFER ENCROACHMENT NOTES :

1. NEW STRUCTURES ON THIS PROJECT DO NOT ENCR OACH IN THE 25 OR 50 FOOT STREAM BUFFER.
2. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50 FOOT STREAM BUFFER AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST OBTAINING THE NECESSARY VARIANCES AND PERMITS.

Erosion and Sediment Control Phasing

Initial Phase (Phase I)

1. This phase shall include Silt fencing and construction exits and sediment and detention ponds to be installed prior to any land disturbing activities to prevent sediment from leaving the site.

Intermediate Phase (Phase II)

1. This phase shall include construction of any outlet structures, retrofits, check dams, inlets protection and temporary grassing.

Final Phase (Phase III)

1. This phase shall include outlet protection, any revised silt fence and other permanent devices.

REMARKS NOTE:
ALL UTILITIES ARE UNDER JURISDICTION OF THE CORPS OF ENGINEERS AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO ANY CHANGES IN UTILITY LOCATIONS AND DEPT. OF NATURAL RESOURCES PERMIT APPLICATIONS AND APPROVAL.

SOIL EROSION LEGEND

(SD1-NS)	NON EXISTING TYPE SEDIMENT BARRIER
(SD1-S)	EXISTING TYPE SEDIMENT BARRIER
(SD1-HB)	TEMPORARY HWY BUILT CONSTRUCTION BERT
(S)	MALTING
(D1)	DESTROYED AREA STABILIZATION WITH TEMPORARY SEEDING
(D2)	DESTROYED AREA STABILIZATION WITH PERMANENT SEEDING
(D3)	DESTROYED AREA STABILIZATION WITH SOILING
(D4)	CHECK DAM
(D1-S)	STORM DRAINAGE OUTLET PROTECTION
(S)	RALET SEDIMENT TRAP
(S2)	SEDIMENT TRAP
(S3)	SEDIMENT TRAP
(G)	GEOTEXTILE
(G1)	CHANNEL STABILIZATION
(G2)	CHANNEL STABILIZATION
(G3)	CHANNEL STABILIZATION
(L)	LEVEL SPREADER
(R)	REPORT
(D)	DUST CONTROL
(SK)	FLOORING SURFACE SPALLER

Survey Information :
Survey : HELMLET SURVEYING
Date of Survey : MARCH 2023
Datum : NAD 1988

Special Notes:
IF THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO HAVE KNOWLEDGE OF AN ERROR, OMISSION, OR CONFLICT IN THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING IMMEDIATELY UPON DISCOVERY OF THE ERROR, OMISSION, OR CONFLICT. THE ARCHITECT SHALL BE ENTITLED TO CORRECT THE DRAWINGS AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF SUCH CORRECTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

REMOVAL NOTE:
1. RETROFITTS, PERMETER SILT FENCE AND CONSTRUCTION EXIT TO BE LEFT IN PLACE HAS OCCURRED.

LEVEL II
CERTIFICATION
NO. 2104
ISSUED 11-5-05
EXPIRES 11-5-23



			PROPOSED SITE PLAN 103 BUTLER AVENUE TYBEE ISLAND, GEORGIA 31328 FOR TONY LORD SAVANNAH, GEORGIA 31410	DESIGNED: MAB DRAWN: MAB CHECKED: --- DATE: MAY 23, 2023 JOB NO.: --- SCALE: as shown	BOSWELL DESIGN SERVICES, INC. OFFICE : 4700 EAST HIGHWAY 80 Unit N, Suite 1 MAILING : 103 MASSAU DRIVE SAVANNAH, GEORGIA 31410 912 - 897 - 6932 LAHBOS@Bellsouth.net	REVISIONS <table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>												
SOIL EROSION AND SEDIMENT CONTROL PLAN - PHASE II			DRAWING NUMBER C-5 5 OF 8 SHEETS	DATE: MAY 23, 2023	SCALE: as shown	REVISIONS												

SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. NARRATIVE: THE EXISTING SITE CONTAINS AN EXISTING BUILDING, RESIDENTIAL STRUCTURE AND TREES. THE PROPOSED PROJECT WILL BE THE REPAIR OF THE EXISTING STRUCTURE AND THE ADDITION OF A WAREHOUSE BUILDING, PERMEABLE PAVING, PARKING AND DRIVEWAY. THE TOTAL SITE IS APPROXIMATELY 1.2 ACRES. THE ESTIMATED DISTURBED AREA TO BE 0.19 ACRES.
2. DEVELOPER / CONTRACTOR: TONY LORD
130 ROSELAYER LANE
SAVANNAH, GEORGIA 31410
3. 24 HOUR CONTACT: TONY LORD
706-555-3361
4. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE CURRENT STATE SOIL AND WATER CONSERVATION COMMITTEE OF GEORGIA MANUAL FOR EROSION CONTROL IN GEORGIA.
5. PRIOR TO ANY OTHER CONSTRUCTION, STABILIZED CONSTRUCTION EXITS SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE. ALL ENTRANCES TO THE SITE WHICH ARE NOT PROTECTED SHALL BE BARREADED.
6. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION EXITS, ALL PERMEABLE PAVING SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
7. ADDITIONAL EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER OTHER DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES AT THIS SITE WILL BE DETERMINED FROM THE FINAL EROSION CONTROL PLAN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING ANY PHASE OF CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
8. THE LOCATIONS OF EROSION CONTROL DEVICES SHALL BE ADJUSTED AS CONSTRUCTION PROGRESSES IN ORDER TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM.
9. THE FAILURE OF ANY EROSION CONTROL DEVICE TO FUNCTION AS INTENDED, FOR ANY REASON, SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
10. EROSION CONTROL DEVICES SHALL BE INSPECTED AFTER EACH RAINFALL EVENT AND AT LEAST DAILY DURING PROLONGED PERIODS OF CONTINUOUS RAINFALLS.
11. EROSION CONTROL DEVICES SHALL BE CLEANED WHEN THEY BECOME HALF FILLED WITH SEDIMENT.
12. EROSION CONTROL DEVICES SHALL BE REPAIRED AS NECESSARY TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM.
13. EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT COVER IS ESTABLISHED AND THEN REMOVED SO THAT DRAINAGE FROM THE SITE IS NOT IMPAIRED.
14. STORM WATER DETENTION DEVICES SHALL BE CLEANED AS SPECIFIED ABOVE AND AFTER PERMANENT GROUND COVER HAS BEEN ESTABLISHED.
15. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
16. ANY DISTURBED AREAS WITH SLOPES 2:1 OR FLATTER WHICH ARE NOT STABILIZED BY ANY OTHER MEASURES SHALL BE SEEDING AS SPECIFIED IN PERMANENT SEEDING.
17. VEGETATIVE METHODS:
 - A. VEGETATIVE COVER SHALL BE ESTABLISHED AND MAINTAINED OVER ALL FINAL GRADING AND OTHER DISTURBED AREAS OF THE SITE SEE COASTAL PLAIN VEGETATIVE COVERS FOR AN OUTLINE OF THE ESTABLISHMENT OF VEGETATIVE COVERS.
 - WEEKLY INSPECTION OF THE GRASS COVER SHALL BE PERFORMED TO IDENTIFY AREAS REQUIRING RE-ESTABLISHMENT OF GRASS.
18. MULCH:
 - LIME RATE: 1 TO 2 TONS PER ACRE
 - FERTILIZER: 1500 POUNDS OF 6-12-12 PER ACRE
19. MULCH SHALL BE UNCHIPPED, UNROTTED, SMALL GRAIN DRY STRAW APPLIED AT A RATE OF 2 TONS PER ACRE. MULCH MATERIAL SHALL BE RELATIVELY FREE FROM ALL KINDS OF WEEDS AND SHALL BE FREE FROM ANY KINDS OF ANIMALS AND AS MECHANICALLY OR UNUSUALLY BY HAND. MULCH ANCHORING SHALL BE ACCOMPLISHED IMMEDIATELY AFTER MULCH PLACEMENT TO MINIMIZE LOSS BY WIND OR WATER. LIQUID MULCH BINDERS.
20. SOIL TYPE: THE SOILS IN THIS AREA HAVE BEEN CLASSIFIED BY THE SOIL CONSERVATION SERVICE AS BEING Cc (Chilhowee-Udon Complex).
21. THIS DEVELOPMENT IS WITHIN FLOOD ZONE "AE-12" ACCORDING TO FIRM, COMMUNITY PANEL NUMBER 1305102146, MAP REVISED 8-16-18.
22. THIS SITE IS IN ZONE "AE-12" AND IS LOCATED WITHIN THE 100 YEAR FLOOD ZONE.

SPECIAL NOTES:

1. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
2. THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
3. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
4. CITY OF TYBEE ISLAND PERSONNEL SHALL HAVE THE RIGHT TO INSPECT STORMWATER FACILITIES AT ALL TIMES.
5. STATE WATERS DO NOT EXIST WITHIN 200 FEET OF THE PROPERTY.
6. FRESH WATER WETLANDS DO NOT EXIST ON THIS PROPERTY.
7. THE EROSION AND SEDIMENT CONTROL PLAN DESIGNER HAS VISITED THE SITE PRIOR TO DESIGN OF THE E & SC PLANS.
8. THE RECEIVING WATERS FOR THIS PROJECT IS THE ADJACENT TYBEE ISLAND DRAINAGE SYSTEM, SALTWATER MARSH AND ULTIMATELY THE ATLANTIC OCEAN.
9. ANY DISTURBANCE AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
10. AMENDMENTS OR REVISIONS TO THE E & SC PLAN WHICH HAVE A HYDRAULIC EFFECT ON THE PROJECT MUST BE APPROVED BY THE DESIGN ENGINEER.

CLEARING NOTES:

1. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES AND FOR AVOIDING ALL CONFLICTS WITH SAME. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
3. ALL WORK SHALL BE IN CONFORMANCE WITH THE STATE SOIL AND WATER CONSERVATION COMMITTEE'S MANUAL FOR EROSION AND SEDIMENTATION CONTROL IN GEORGIA. ALL SEDIMENT CONTROL FEATURES SHALL BE MAINTAINED ON A REGULAR BASIS AND SHALL BE REMOVED BY THE CONTRACTOR UPON ACCEPTANCE OF THE SITE BY THE OWNER. SEE LAND DISTURBING PLAN.
4. ALL DISTURBED AREAS AND PROPOSED EARTH GRADING NOT TO BE COVERED BY OTHER SURFACES SHALL BE GRASSED AS DESCRIBED ON THE LAND DISTURBING ACTIVITY PLAN.
5. EGRESS FROM THE SITE WILL BE SUCH THAT ALL VEHICLES MUST TRAVERSE PUBLIC HIGHWAY.
6. RATES OF GRASS SEEDING OR SILT FENCE SHALL BE PLACED AROUND ALL STORM INLETS TO PREVENT SEDIMENT FROM ENTERING NEW PIPE OR DRAINAGE WAYS DURING CONSTRUCTION. THESE MEASURES ARE TEMPORARY.
7. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE OF ALL AREAS WITHIN THE PROJECT SITE INCLUDING ROADS, DRIVEWAYS, GRADING AND ALL OTHER AREAS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE TO ALL AREAS WHICH ARE LOW AND DO NOT DRAIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING PROPER DRAINAGE OF ANY AREAS WHICH ARE CHANGED AS A RESULT OF FIELD ADJUSTMENTS TO THE CONSTRUCTION PLANS.
8. THE CONTRACTOR WILL NOT BEGAIN CLEARING OR ANY CONSTRUCTION ACTIVITY UNTIL THE APPROPRIATE PERMITS HAVE BEEN ISSUED.
9. IF REQUIRED, TREE PROTECTION BARRICADES SHALL BE INSTALLED PRIOR TO ANY CLEARING ACTIVITY AND MAINTAINED UNTIL INSTRUCTED BY OWNER OR ENGINEER TO REMOVE THEM.
10. THE CONTRACTOR SHALL TAKE SPECIAL CARE TO AVOID DAMAGE TO TREES AND ROOT SYSTEMS WHILE WORKING WITHIN TREE PROTECTION BARRICADES. THE CONTRACTOR SHALL NOT WORK WITHIN TREE PROTECTION BARRICADES WITHOUT A REPRESENTATIVE FROM THE OWNER OR ENGINEER PRESENT.
11. PRUNING OF TREE LIMBS, BRANCHES AND ROOTS OF TREES WHICH ARE WITHIN TREE PROTECTION BARRICADES SHALL BE DONE IN CONFORMANCE WITH SPECIFICATIONS AND RECOMMENDATIONS OF THE "NATIONAL ARBOREST ASSOCIATION" (N.A.A.) IN "PRUNING STANDARDS FOR SHADE TREES". ANY VARIATION FROM THE RECOMMENDATION OF THE N.A.A. SHALL BE APPROVED BY THE OWNER IN WRITING PRIOR TO ANY PRUNING.
12. LIMITS OF GRADING AND GRASSING ARE INDICATED ON PLANS AS "LIMITS OF DISTURBANCE".
13. ALL DISTURBED AREAS FROM NEW CONSTRUCTION ACTIVITIES WILL BE SEEDING, MULCHED, FERTILIZED AND WATERED TO PROMOTE A SUFFICIENT GROUND COVER THAT WILL PREVENT SOIL EROSION. SUFFICIENT COVERAGE SHALL BE AS SPECIFIED IN "EROSION CONTROL GRASSING".
14. DRAINAGE: ALL EXCAVATION SHALL BE PERFORMED SO THAT THE SITE AND THE AREA IMMEDIATELY DRAINAGE DURING AND AFTER RAINFALL. EXCESS WATER, GROUND WATER AND SURFACE WATER WHICH MIGHT BE ENCOUNTERED DURING EXCAVATIONS SHALL BE REMOVED BY ANY ACCEPTABLE MEANS APPROVED BY THE ENGINEER.

TENTATIVE ACTIVITY SCHEDULE

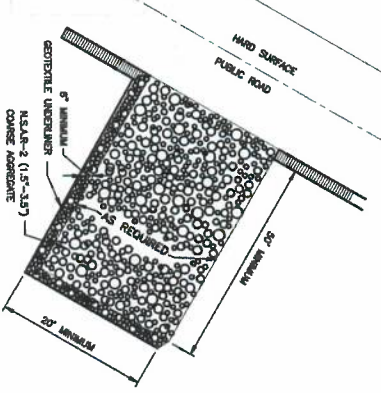
INSTALLATION OF SEDIMENT CONTROLS AND TREE PROTECTION BARRICADES	2023											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
SITE GRADING												
UTILITY INSTALLATION												
BUILDING CONSTRUCTION												
PERMANENT GRASSING												
MAINTENANCE OF SEDIMENT CONTROL												
REMOVAL OF SEDIMENT CONTROL												

SITE DATA

ZONE: AE-12
TOTAL ACRES: 1.2
ESTIMATED DISTURBED ACRES: 0.19
SITES: SEE LAND DISTURBING PLAN FOR THE LOCATION OF THE SITE.

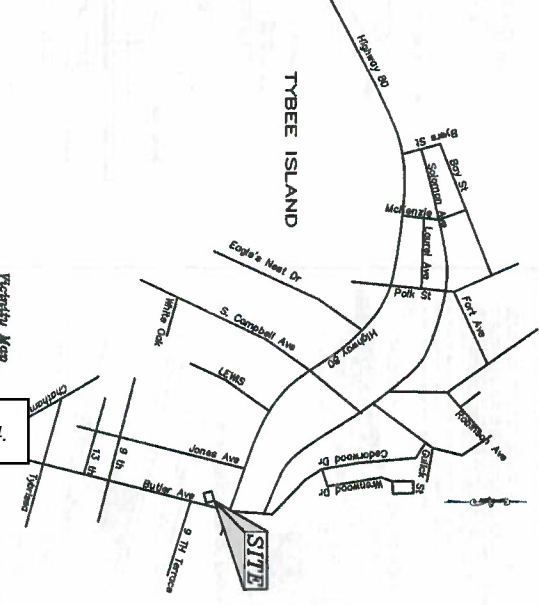
COASTAL PLAIN VEGETATIVE COVERS

MONTH OF PLANNING	TEMPORARY GRASS	RATE	MONTH OF PLANNING	PERMANENT GRASS	RATE
JANUARY-MARCH	ANNUAL LESPEDEZA	10 Lbs./Ac	MARCH-JUNE	CENTPEDE SOD OR COMMON BERMUDA (MULLED)	10 Lbs./Ac
MARCH-JUNE	COMMON BERMUDA (MULLED)	10 Lbs./Ac	JUNE-SEPTEMBER	COMMON BERMUDA (MULLED)	10 Lbs./Ac
APRIL-AUGUST	BROWN TOP HALLET	40 Lbs./Ac	AUGUST-SEPTEMBER	COMMON BERMUDA (MULLED) OR CENTPEDE SOD	10 Lbs./Ac
SEPTEMBER-REGRASS	REGRASS	40 Lbs./Ac	SEPTEMBER-REGRASS	COMMON BERMUDA (MULLED) OR CENTPEDE SOD	10 Lbs./Ac



TEMPORARY CONSTRUCTION EXIT

LEVEL II
CERTIFICATION
NO. 2104
ISSUED 11-5-05
EXPIRES 11-5-23



SILT FENCE - TYPE NON-SENSITIVE

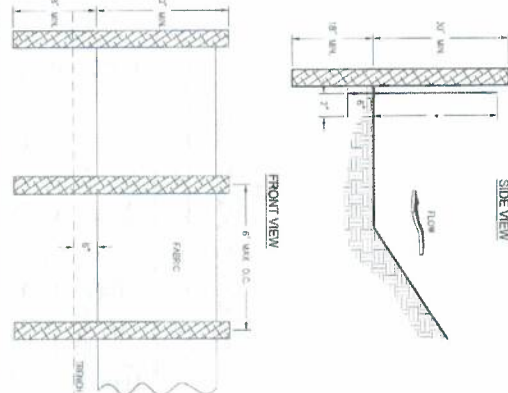
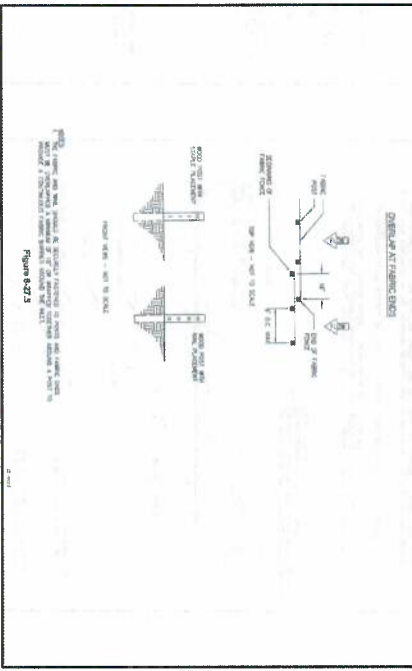


Table E-27.2 Fasteners for Wood Posts

Type	Min Length	Type of Post	Min Spacing	Min Embedment
1	4"	4" x 4" x 1/2"	12'	12"
2	4"	4" x 4" x 1/2"	12'	12"
3	4"	4" x 4" x 1/2"	12'	12"

FASTENERS FOR SILT FENCES



REVISIONS

NO.	DATE	DESCRIPTION

BOSWELL DESIGN SERVICES, INC.
OFFICE: 4700 EAST HIGHWAY 80
Unit N, Suite 1
MAILING: 103 NASSAU DRIVE
SAVANNAH, GEORGIA 31410
897-6921
LARHOS@Bellsouth.net

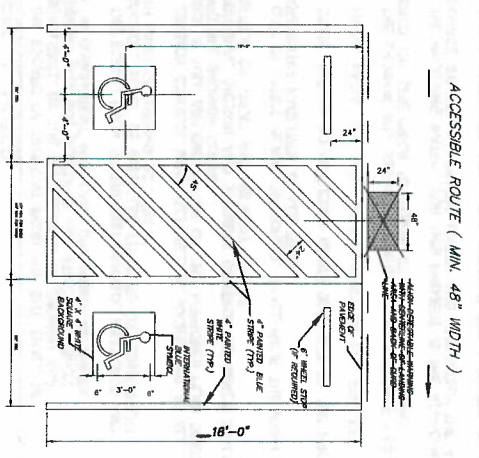
DESIGNED: MAB
DRAWN: MAB
CHECKED: ---
DATE: MAY 23, 2023
JOB NO.: ---
SCALE: as shown

PROPOSED SITE PLAN
103 BUTLER AVENUE
TYBEE ISLAND, GEORGIA 31328
FOR
TONY LORD
SAVANNAH, GEORGIA 31410

NOTES AND DETAILS

REGISTERED PROFESSIONAL ENGINEER
STATE OF GEORGIA
NO. 26372
5-23-23

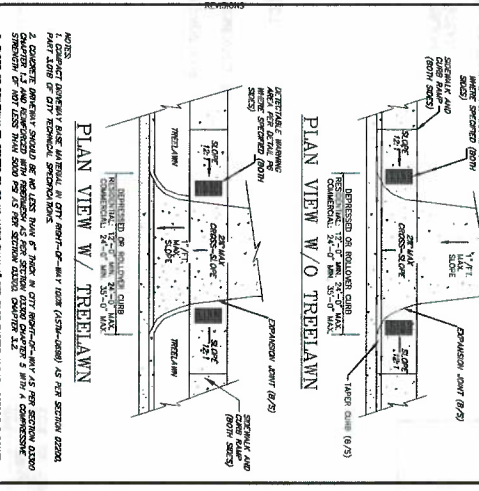
DRAWING NUMBER
C-7
7 OF 8 SHEETS



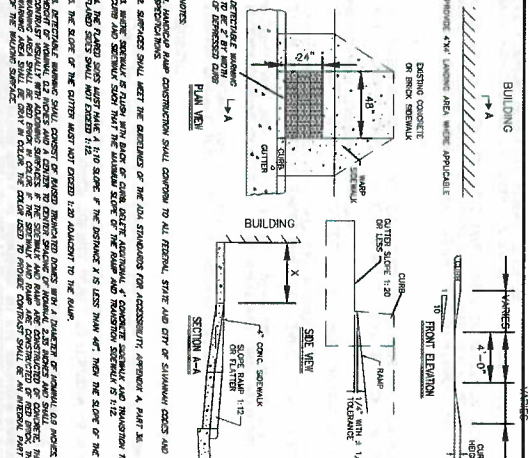
ACCESSIBLE ROUTE (MIN. 48" WIDTH)

STANDARD CONSTRUCTION DETAILS ADA HANDICAP PARKING SPACE STRIPING DETAIL P16

DETECTABLE WARNING INDICATORS ARE NOT REQUIRED ON PRIVATE PROPERTY

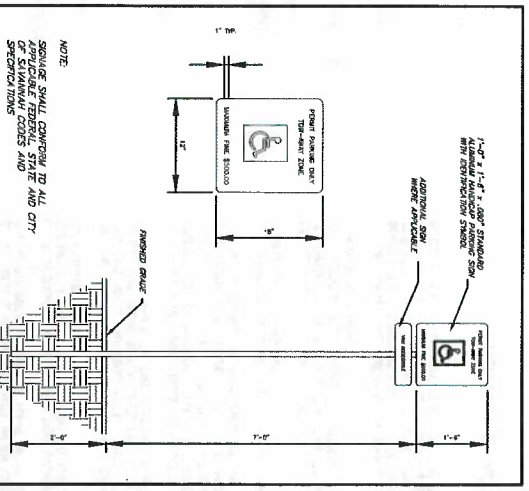


STANDARD CONSTRUCTION DETAILS DRIVEWAY DETAIL P06A



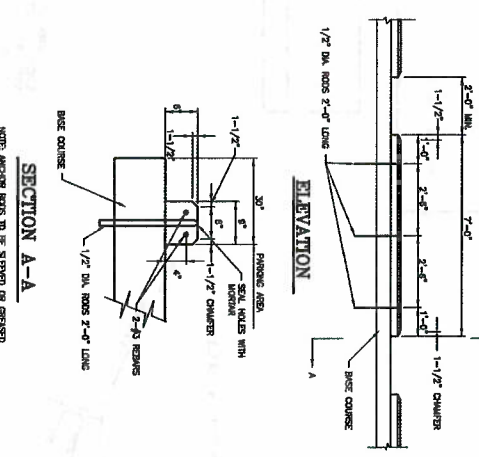
STANDARD CONSTRUCTION DETAILS HANDICAP RAMP P08

DETECTABLE WARNING INDICATORS ARE NOT REQUIRED ON PRIVATE PROPERTY



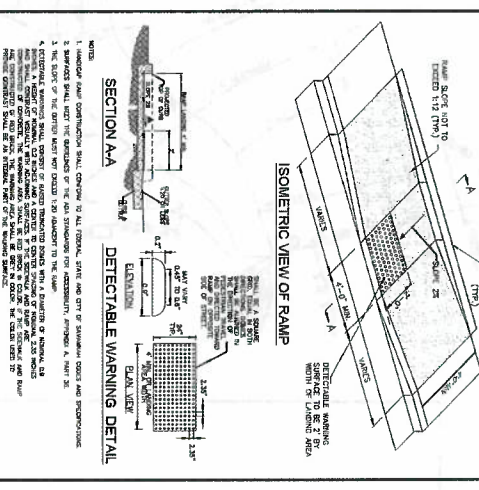
STANDARD CONSTRUCTION DETAILS HANDICAP PARKING SIGN DETAIL P14

DETECTABLE WARNING INDICATORS ARE NOT REQUIRED ON PRIVATE PROPERTY



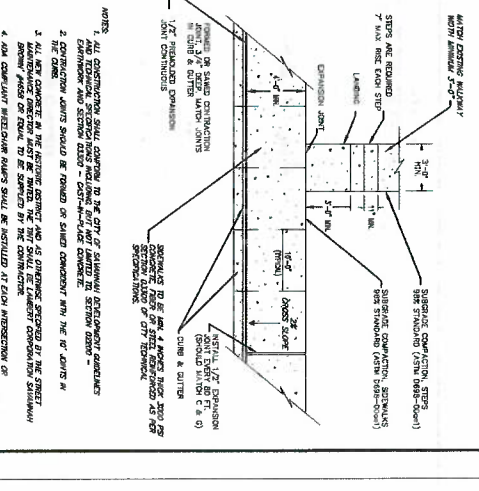
STANDARD CONSTRUCTION DETAILS WHEEL STOP DETAIL N.T.S.

DETECTABLE WARNING INDICATORS ARE NOT REQUIRED ON PRIVATE PROPERTY



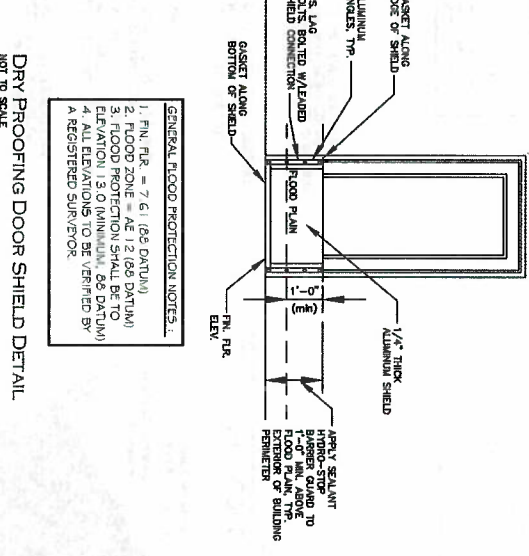
STANDARD CONSTRUCTION DETAILS TYPE B HANDICAP RAMP P06B

DETECTABLE WARNING INDICATORS ARE NOT REQUIRED ON PRIVATE PROPERTY



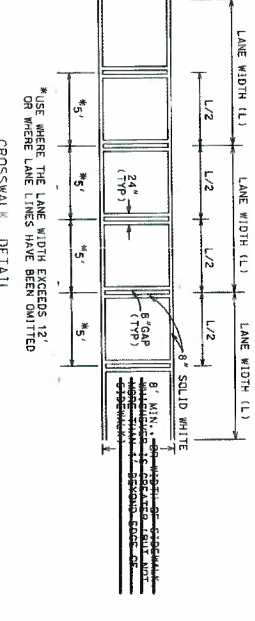
STANDARD CONSTRUCTION DETAILS SIDEWALK AND WALKWAY DETAILS P03

DETECTABLE WARNING INDICATORS ARE NOT REQUIRED ON PRIVATE PROPERTY



STANDARD CONSTRUCTION DETAILS DRY PROOFING DOOR SHIELD DETAIL NOT TO SCALE

DETECTABLE WARNING INDICATORS ARE NOT REQUIRED ON PRIVATE PROPERTY



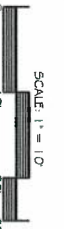
STREAM BUFFER ENCROACHMENT NOTES

DETECTABLE WARNING INDICATORS ARE NOT REQUIRED ON PRIVATE PROPERTY

SPECIAL CONSTRUCTION NOTES:
 IF THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO HAVE KNOWLEDGE OF ANY OBSTACLES, DEPENDENCY, OR CONFLICT WITH ANY EXISTING UTILITIES, STRUCTURES, OR RECORDS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND THE DESIGNER AND SHALL BE RESPONSIBLE FOR ANY WORK OR EXPENSE INCURRED BY HIM FOR WORK TO CORRECTIVE ACTION TO BE TAKEN TO RESOLVE THE SITUATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ANY WORK TO BE PERFORMED ON OR ABOVE ANY EXISTING UTILITIES OR RECORDS.

RETAINING WALLS:
 ALL RETAINING WALLS UNDER JURISDICTION OF THE CORPS OF ENGINEERS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS FOR RETAINING WALLS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CORPS OF ENGINEERS WITHOUT PREVIOUS NOTICE.

- STREAM BUFFER ENCROACHMENT NOTES:**
1. NEW STRUCTURES ON THIS PROJECT DO NOT ENROACH IN THE 25 OR 50 FOOT STREAM BUFFER.
 2. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50 FOOT STREAM BUFFER AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST OBTAINING THE NECESSARY VARIANCES AND PERMITS.



SCALE: 1" = 10'

NO.	DATE	DESCRIPTION

BOSWELL DESIGN SERVICES, INC.
 OFFICE: 4700 EAST HIGHWAY 80
 UNIT N, Suite 1
 MAILING: 103 NASSAU DRIVE
 SAVANNAH, GEORGIA 31410
 909.488.6900
 LAHBOS@Bellsouth.net

DESIGNED BY	DATE	CHECKED BY
MAB	MAY 23, 2023	MAB
JOB NO.		
SCALE	as shown	

PROPOSED SITE PLAN
 103 BUTLER AVENUE
 TYBEE ISLAND, GEORGIA 31328
 FOR
 TONY LORD
 SAVANNAH, GEORGIA 31410

SOIL EROSION AND SEDIMENT CONTROL PLAN - PHASE III

UTLITIES PROTECTION CENTER
 1400-288-2111

REGISTERED PROFESSIONAL ENGINEER
 STATE OF GEORGIA
 NO. 28377
 5-23-23
 MARK A. BRISSETTE

DRAWING NUMBER
C-8
 8 OF 8 SHEETS



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: July 17, 2023

Project Name/Description: requesting office for A-Step Above construction, LLC -103 Butler Ave.-40004 02004 -Zone C-2 -Tony Lord.

Action Requested: SITE PLAN

Appeal		Subdivision: Sketch Plan Approval ___ Conceptual ___ Preliminary Plan Approval ___ Final Plat Approval ___ Minor Subdivision ___ Major Subdivision ___
Special Review		
Site Plan Approval	X	
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 MOTION
Livingston		X	SECOND
Matkowski	X	X	
Nooney			
Rodriguez		X	
Turpin	X		

Planning Commission Chair: 

Date: 7-18-2023

Planning & Zoning Manager: 

Date: 7/18/23

File Attachments for Item:

5. Zoning Variance, 1514 Lovell Avenue, 40008-07001, to build a fence two to four feet above the eight-foot limit and extend the rear deck to the new fence line, Zone C-1



STAFF REPORT

PLANNING COMMISSION MEETING: July 17, 2023

CITY COUNCIL MEETING: August 10, 2023

LOCATION: 1514 Lovell Ave.

PIN: 40008 07001

APPLICANT: Judy and Andy Hughes

OWNER: Judy and Andy Hughes

EXISTING USE: Single family dwelling

PROPOSED USE: Single family dwelling

ZONING: C-1

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Inland Cottage Neighborhood

APPLICATION: Zoning Variance (5-090) from Section 3-090 Schedule of development regulations.

PROPOSAL: The applicant is requesting a variance to build a fence two to four feet above the eight-foot limit and extend the rear deck to the new fence line.

ANALYSIS: The applicant is requesting the variance build a fence higher than allowed by ordinance due the neighboring business noise level. Additionally they are requesting to extend the rear deck to the new fence.

Variance standards require that the applicant meet the following conditions:

- (1) That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, or considerations related to the environment or the safety, or to historical significance, that is peculiar to the particular property; and,
- (2) That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
- (3) A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

I believe the presence of a bar with an outdoor deck right behind the subject property is a unique condition that is different from surrounding properties. The extension of the deck doesn't need a variance unless it reduces the greenspace below 65% of the setbacks. I cannot support the variance for the deck if necessary. It is necessary for the applicant to show the greenspace calculation.

The Comprehensive Plan describes the Inland Cottage Neighborhood as follows:

This character area describes the traditional neighborhood along the west side of Butler, which contains narrow, tree-lined streets laid out in a grid pattern. The area is varied in land use as it contains permanent residential properties, multi-family homes, rental properties, parks, low-impact commercial establishments, and public buildings.

*Comprehensive Plan – Community Character Area
The Inland Cottage Neighborhood Sec. 1.2.6*

<i>Recommended Development Strategies</i>		<i>Meets Strategy Y/N or N/A</i>
1.	New development, redevelopment, and restoration should be consistent with the existing character of the area in terms of mass, scale, use and density	N
2.	Permit only compatible uses including low density residential, public/institutional, and low impact commercial	Y
3.	Develop and implement design and architectural standards	N/A
4.	Implement streetscape improvement to improve the pedestrian/bicycle environment and encourage safety and mobility	N/A
5.	Historic structures in this area should be restored and/or preserved whenever possible	N/A
6.	The City should provide appropriate incentives for historic restoration projects	N/A
7.		

STAFF FINDING

This application for the fence variance is justified due to the presence of the bar behind the property. Staff recommends approval of the fence variance. Staff does not recommend approval of the deck variance.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

- A. Variance application (5 pages)
- B. Survey (1 page)
- C. Site Plan (1 page)
- D. SAGIS map (1 page)

Fee
Commercial \$500
Residential \$200



CITY OF TYBEE ISLAND
VARIANCE APPLICATION from the Tybee Island Land Development Code

Applicant: Judy AND Andy Hughes
Telephone #: 912 659-3786 Email Address: AJJS HUGHES@AOL.COM
Mailing Address 502 JACKSON Blvd. SAVANNAH, GEORGIA 31405

*Note: If the applicant is not the property owner as listed on the property deed, a letter from the listed owner(s), including a telephone number and address along with any other relevant information, authorizing the applicant to act in their behalf must be included in the application.

PROCEDURE

Application Requirements

All applications must be complete, including required supporting documents. **Drawings or surveys will be 11" X 17" or larger.** Incomplete applications will not be accepted and will delay review.

Application Deadline

Applications are due by 4:00 p.m. of the last day of the month before the next scheduled Planning Commission meeting.

Application Submittal

Return one copy of this completed application and all supporting documents to: Tybee Island Planning and Zoning, City Hall, 403 Butler Avenue / P.O. Box 2749 City of Tybee Island, GA 31328

Application Public Hearings

Applications will be heard at a public hearing before the Planning Commission on the third Monday of each month, followed by a final decision by City Council at another public hearing on the second Tuesday of the following month. Each hearing will be held at 7 p.m. at the Public Safety Building, 78 Van Horn Dr.

Property Address (Or General Location Description if no Address Assigned): 1514 LOVELL AVE

Tybee Island, Georgia

Tax Map/Parcel ID#: 40008 07001 Current Zoning: C 1

Existing use of Property: SECOND HOME, VACATION, STR

Proposed use of Property: SAME

Has the property been denied a variance in the past 12 months? If so, please provide brief details:
NO

Variance Questionnaire:

1. Does the requested variance change the Tybee Island character designation for the property as described in the Master Plan? If so, provide a brief explanation.

NO

2. Please explain the purpose of the requested variance and the intended development of the subject property if the variance is granted.

FENCES NOT ON CORRECT PROPERTY LINE.
NEW SURVEY SHOWS PROPERTY LINE WAS 6.9 FEET FURTHER BACK TOWARD NICKIE'S 1971 BAR. NICKIE'S HAS ABATED HIS PROPERTY TO REAL PROPERTY LINE. WE NOW NEED TO MOVE OUR FENCE AND DECK TO IT.

3. Please explain the specific provision within the Tybee Island Land Development Code from which the variance is requested.

FENCE HEIGHT: NICKIE'S DECK IS APPROXIMATELY 2 FEET HIGHER THAN OURS. NICKIE'S HAS LOUD LIVE MUSIC AND WE'VE HAD CIGARETTE BUTTS, DRINK CONTENT, AND USED GUN THROWN IN OUR YARD AND DECK. WE NEED A HIGHER FENCE FOR PRIVACY, SOUND DEADENING BARRIER. SEE ATTACHED EXPLANATION

4. Per the Tybee Island Land Development Code, the Tybee Island Planning Commission shall not make a recommendation on a variance from the terms of the Land Development Code unless it has met the following. Please explain how the requested variance meets each of the following:

A. The need for a variance arises from the condition that is unique and peculiar to the land, structures and buildings involved.

BAR WITH LOUD MUSIC AND PATRONS WHO THROW CIGARETTE BUTTS, AND DRINK CONTENT OVER FENCE ON ONE SIDE OF FENCE AND RESIDENCE ON OTHER SIDE. ^{used gum,} ^{FENCE HEIGHT}

B. The variance is necessary because the particular physical surroundings, the size, shape or topographical condition of the property involved would result in unnecessary hardship for the owner, lessee or occupants as distinguished from a mere inconvenience.

YES - LOUD MUSIC AND PATRONS CHANCE OF FIRE FROM CIGARETTE BUTTS

C. The condition requiring the requested relief is not ordinarily found in properties of the same zoning district as the subject property.

BAR ON ONE SIDE, RESIDENCE ON OTHER SIDE
OF FENCE

D. The condition is created by the regulation in the Tybee Island Land Development Code and not by the action of the property owner or applicant.

fence height

E. The granting of the requested variance will not conflict with Sec. 26-70-Amendments and modifications to the Fire Prevention Code of the Tybee Island Code of Ordinances or endanger the public.

CORRECT

F. The variance requested is the minimum variance that will make possible the reasonable use of the land, building or structures.

YES

CERTIFICATION AND AUTHORIZATION

I hereby certify that, to the best of my knowledge and belief, the above listed information and all attached supporting documents are complete and accurate. I understand that this application will require public hearings by the Tybee Island Planning Commission and City Council. I have been made aware and I hereby acknowledge the scheduled hearing dates/times and location where this application will be considered. I also understand that review of this application will require a site visit, and I hereby authorize City staff and members of the Planning Commission and City Council to inspect the property which is the subject of this application.

Signature of Applicant _____

Date _____

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 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.

NA

Disclosure of campaign contributions form attachment hereto: Yes

Signature of Applicant *[Handwritten Signature]*

Date 7/17/23

STAFF USE ONLY

Date received: 6/29/23 Received by *[Handwritten Signature]*

Fee Amount \$ 200.00 Check Number _____ Date 7/10/23
cc

PUBLIC HEARING DATES:

Planning Commission 7/17/23 City Council _____

DECISION: (Circle One) Approved Denied

Approved with Conditions: _____



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 _____

Date _____

Attachment, City of Tybee, Variance Application
1514 Lovell Avenue, Tybee Island, GA 31328

Please forgive the length and detail of this attachment, but will hopefully give insight for a residence that shares a property line with an entertainment business.

We purchased 1514 Lovell Avenue February 2021. We share a literal "property line" with Nickie's 1971 owned by Calvin Ratterree. On our side is an approx. 6-foot privacy fence. Backing our fence on his side was a higher privacy fence that enclosed an approximate 12-foot deck space that was maybe 2 feet higher than our deck. At the time we purchased our property, we faced problems with his customers throwing cigarette butts, straws, etc over his fence onto our deck and into our (pine straw) yard space. When initially confronted, Mr. Ratterree chose not to accept responsibility and his demeanor exhibited no concern. After repeated findings of butts (and our fear of a fire), etc., we suggested to him a window-type screen across the top of his fence to which he finally did and problem solved.

Last April 2022, emails were sent to Chief Bryson that included the Mayor, Council, and Code Enforcement in addition to several calls to the TIPD, about the loudness of music, bands, karaoke, drunken revelry coming out of his business into the wee hours of the morning. He sent me a text stating we were in a commercial district, he would not close his door until he had to, and I was hurting his business! Thankfully, someone on Council recalled a stipulation for approving his deck space that required the door to remain closed at all times. Code Enforcement apparently met with Mr. Ratterree and the door was closed. The extreme noise got better but to date, with a live band playing, the bass still reverberates inside our cottage (his live entertainment area is on the back wall space of his building).

This past October/November 2022 Mr. Ratterree had two sizeable rooms constructed at each end of his deck space. Both rooms were built up to his fence and one room's roof pitch extended approximately 18 inches over into our yard, which also dumped water into our yard during rains. Our thought was he knew something about the property line that we didn't which prompted us to have a survey done to know where our boundaries were, and also since a survey of our parcels seemed non-existent (Mr. Ratterree and his ex-wife once owned both properties). The survey revealed Mr. Ratterree's deck/fence extended 6.9 feet onto our property. We hired an attorney who sent Mr. Ratterree a letter with a copy of our survey. He in turn had his attorney contact our attorney. Our letter to his attorney stated we would possibly be open to negotiate. Mr. Ratterree immediately began tearing out his (new) rooms, deck and fence with no further contact from his attorney to ours, aside from sending pictures of abatement showing completed removal of rooms, decking, and fence.

Our appeal submitted for a variance is as follows:

1. To request approval for a new fence back to the allowed distance to reclaim property line. More specifically, for approval for the new fence height to be at least 10-12 feet tall. If approved, we will research soundproofing options that would be aesthetically acceptable, and to hopefully help with any future noise pollution, cigarette butts and trash coming over the fence.
2. If approved, permits will be applied for to construct an extension of our deck to reclaim our property, and to rebuild a fence back to the proper property line.

This request is a dire appeal to, hopefully, remedy past experiences with a business owner who has demonstrated no desire to be a "Good Neighbor" or show concern for how his business impacts residential neighbors in very close proximity.

Thanking you in advance for your time and consideration.
Respectfully submitted,

James A. & Judy Hughes

PARID: 40008 07001
HUGHES, SR. JAMES A.

1514 LOVELL AVE

Most Current Owner

Current Owner	Co-Owner	Care Of	Mailing Address
HUGHES, SR. JAMES A.	HUGHES JUDY R.		502 JACKSON BOULEVARD SAVANNAH GA 31405

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
HUGHES, SR. JAMES A.	HUGHES JUDY R.	502 JACKSON BOULEVARD		SAVANNAH GA		31405

Parcel

Status	ACTIVE
Parcel ID	40008 07001
Category Code	RES - Residential
Bill #	2942575
Address	1514 LOVELL AVE
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20275.00 - T275 TYBEE INNERSOUT
Total Units	
Zoning	C-1
Class	R3 - Residential Lots
Appeal Status	

Legal Description

Legal Description	SW PORTION OF LOT 31 WD 4 TYBEE
Deed Book	2265
Deed Page	0446

Permits

Permit #	Permit Date	Status	Type	Amount
190370	07/08/2019	Complete	HT - HEAT/FURN/HVAC	\$9,500.00
160276-1	06/01/2016	Complete	GM - GENERAL MAINT.	\$3,200.00

Inspection

Item #5. ion Date

Reviewer ID

05/18/2023	RKRYZAK
12/17/2021	RKRYZAK
01/21/2020	RKRYZAK
04/02/2019	KMMORENO
01/18/2017	MWTHOMAS

Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2023	178,800	214,000	392,800	
2022	178,800	193,400	372,200	
2021	104,800	142,400	247,200	
2020	104,800	120,900	225,700	
2019	104,800	69,900	174,700	
2018	104,800	58,400	163,200	
2017	104,800	43,300	148,100	
2016	104,800	13,300	118,100	
2015	101,200	12,000	113,200	
2014	101,200	12,000	113,200	

Sales

Sale Date	Sale Price	Sale Validity	Instrument Book - Page	Grantor	Grantee
02/26/2021	378,000	Q	LD 2265 - 0446	GILSDORF FREDERICK	HUGHES, SR. JAMES A.
08/20/2018	295,000	Q	WD 1428 - 466	RATTERREE GINGER	GILSDORF FREDERICK
02/24/2017	0	U	QC 1029 - 237	RATTERREE CALVIN & GINGER*	RATTERREE GINGER
06/18/2014	140,000	Q	WD 397C - 207	MOORE JAMES H	RATTERREE CALVIN & GINGER*
12/15/1994	25,000	Q	WD 1700 - 0562	PASKO EDWARD S	MOORE JAMES H

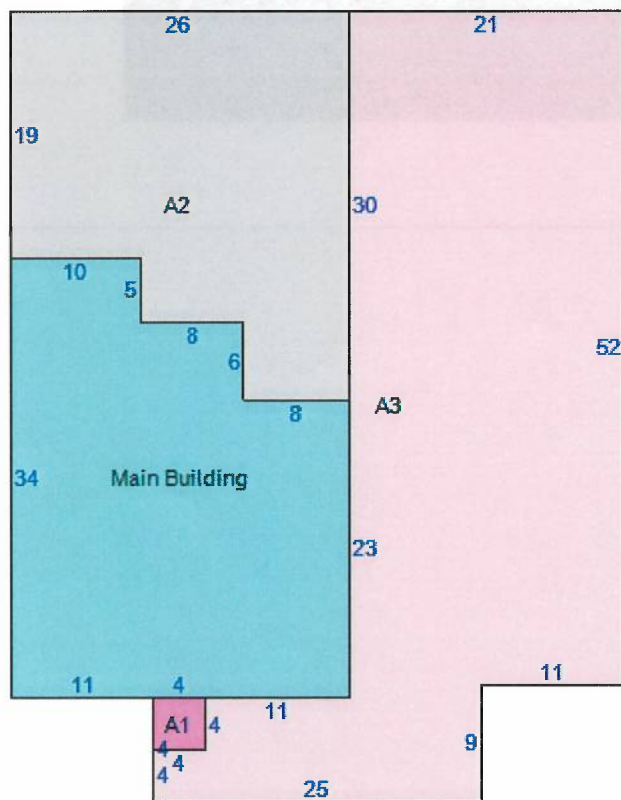
Land

Line Number	1
Land Type	U - UNIT
Land Code	01 - SINGLE FAMILY RES
Square Feet	2,975
Acres	.0683
Influence Factor 1	-35
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

Residential Building

Item #5.

Card # 1
 Actual Year Built 1910
 Effective Year Built 2010
 Type 1 - Single Family Residence
 Style/Stories 1 - ONE STORY
 Percent Complete 100
 Quality 300
 Condition GD - GOOD
 Living Area 756
 Basement Area 0
 Finished Basement Area No
 Bedrooms 2
 Full / Half Baths 1 / 0



Item	Area
Main Building	756
A1 - 904:904-Slab Porch (SF) with Roof	16
A2 - 903:903-Wood Deck (SF)	622
A3 - 903:903-Wood Deck (SF)	1286



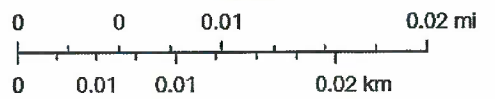
SAGIS Map Viewer



6/26/2023, 12:38:06 PM

1:564

 Property Boundaries (Parcels)



SAGIS

Item #5.

- Page 49 -

SAGIS
SAGIS |

COLEMAN COMPANY, INC. DATE PLOTTED: 3/27/2023 1:30 PM BY: Juan Buileje DRAWING PATH: G:\2023\23-137\DWG\Survey\23-137-2023 03 08 1514 Lovell Ave.dwg

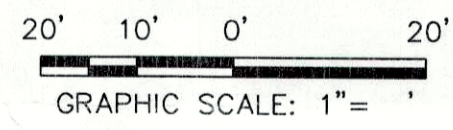
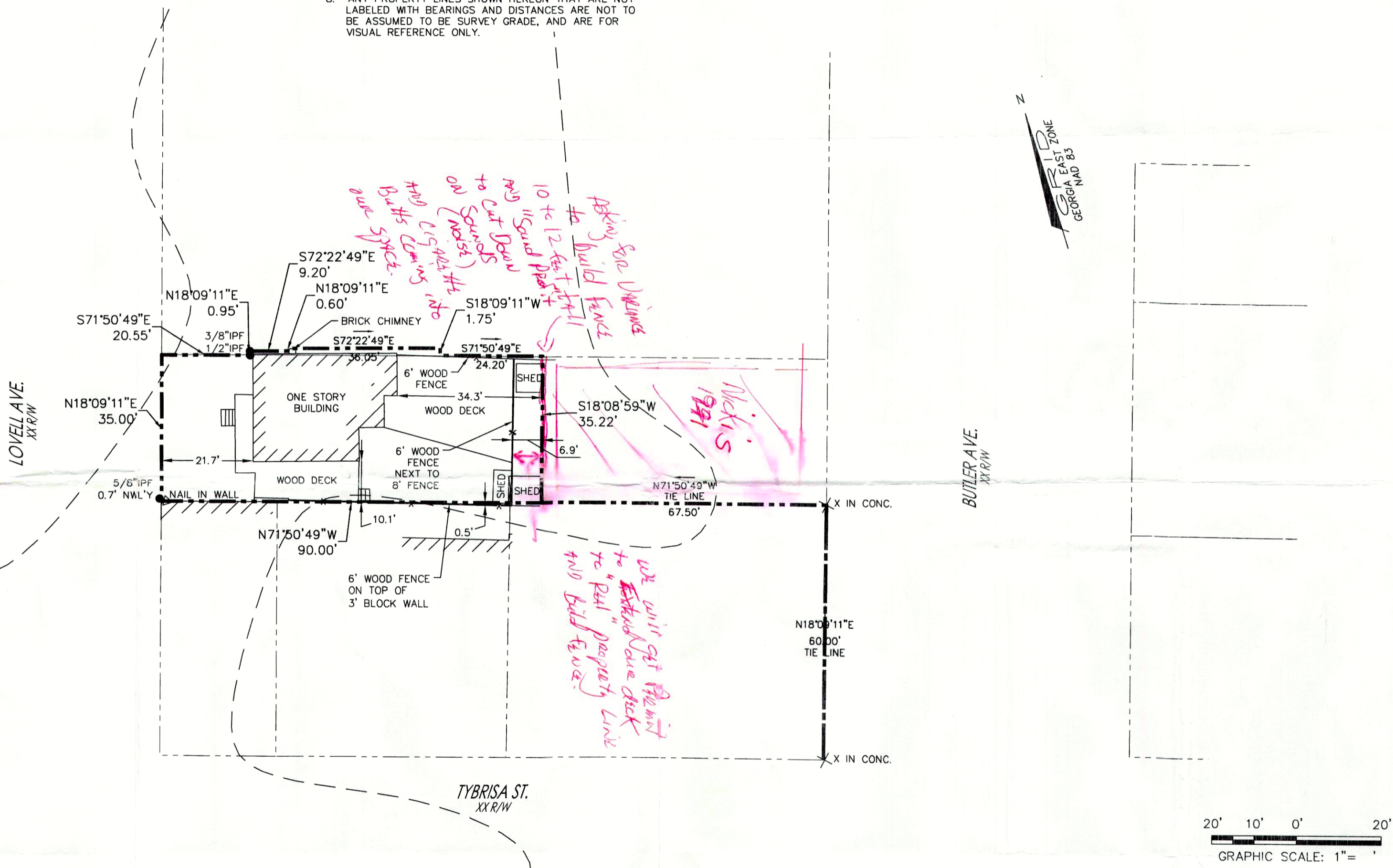
VICINITY MAP
NOT TO SCALE

NOTES:

1. PROPERTY ADDRESS: ...
2. PARCEL IDENTIFICATION NUMBER: ...
3. THIS PROPERTY IS CURRENTLY ZONED...
4. THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83.
5. AS OF THE DATE OF THIS SURVEY, BASED ON MY OBSERVATION THIS PROPERTY IS LOCATED IN ZONE X, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER, EFFECTIVE DATE: ... (ZONE X SHADED ARE 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE). FEMA MAPS ARE SUBJECT TO REVISIONS AND AMENDMENTS AND SHOULD BE REVIEWED PRIOR TO CONSTRUCTION.
6. ALL BUILDING SETBACKS ARE TO CONFORM TO LOCAL ZONING ORDINANCES.
7. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.
8. ANY PROPERTY LINES SHOWN HEREON THAT ARE NOT LABELED WITH BEARINGS AND DISTANCES ARE NOT TO BE ASSUMED TO BE SURVEY GRADE, AND ARE FOR VISUAL REFERENCE ONLY.

OPTIONAL ZONE X SHADED NOTE:

AS OF THE DATE OF THIS SURVEY, BASED ON MY OBSERVATION THIS PROPERTY IS LOCATED IN ZONE X AND X SHADED, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP NUMBER, EFFECTIVE DATE: ... (ZONE X SHADED ARE 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE). FEMA MAPS ARE SUBJECT TO REVISIONS AND AMENDMENTS AND SHOULD BE REVIEWED PRIOR TO CONSTRUCTION.



THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

(INSERT SIGNATURE BLOCKS HERE)

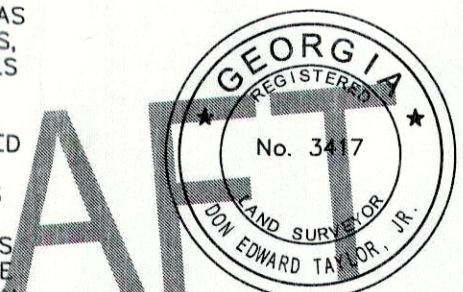
SURVEY DATE:
GPS EQUIPMENT USED: CARLSON BRX78 ON EGPS RTK NETWORK
CONVENTIONAL EQUIPMENT USED: ELECTRONIC TOTAL STATION
ANGULAR ERROR PER "Δ" = 04"
ADJUSTED BY COMPASS RULE:
PLAT ERROR OF CLOSURE: 1/
FIELD ERROR OF CLOSURE: 1/10,000+

REFERENCE:

1.

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



DON EDWARD TAYLOR, JR.
GA REG. LAND SURVEYOR NO. 3417
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1167

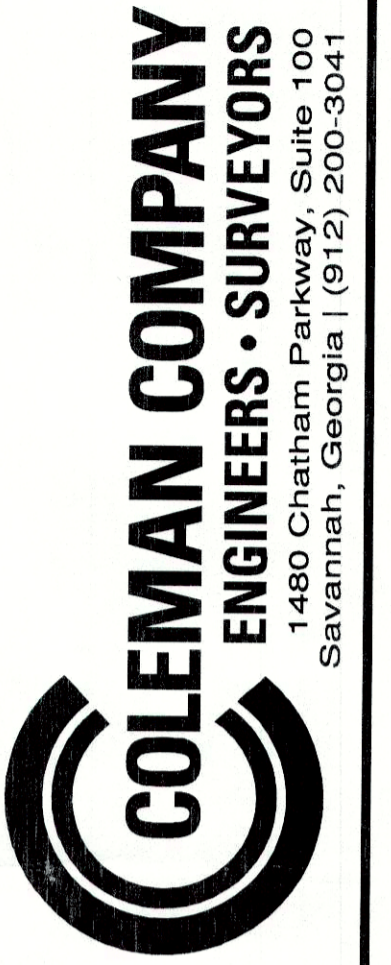
JOB NUMBER: 23-137
DATE: 03/23/2023
DRAWN BY: JCB
CHECKED BY:
SCALE: 1" = 20'

SURVEY TYPE

SHEET:

1/1

SOUTHWESTERN PORTION OF LOT 31
WARD 4
PROPERTY LEGAL
XX G.M. DISTRICT, CITY OF XX, CHATHAM COUNTY, GEORGIA
PREPARED FOR: CLIENT NAME HERE





**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: July 17, 2023

Project Name/Description: requesting build fence two feet higher than eight foot allowance - 1514 Lovell Ave.-40008 07001 -Zone C-1 -Judy & Andy Hughes.

Action Requested: VARIANCE

Appeal	Subdivision: Sketch Plan Approval ___ Conceptual ___ Preliminary Plan Approval ___ Final Plat Approval ___ Minor Subdivision ___ Major Subdivision ___
Special Review	
Site Plan Approval	
Variance X	
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
Livingston		X	
Matkowski	X		
Nooney		X	
Rodriguez		X	
Turpin	X		MOTION

Planning Commission Chair: 

Date: 7-18-2023

Planning & Zoning Manager: 

Date: 7/18/23

File Attachments for Item:

6. Skidaway Institute Dune Monitoring Agreement

SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement (“Agreement”) is between the **University of Georgia Research Foundation, Inc.**, a Georgia non-profit corporation with principal offices in Athens, Georgia (“UGARF”), and **City of Tybee Island**, a Georgia municipality organized under the laws of Georgia with a principal place of business located at PO Box 2749, Tybee Island, GA 31328 (“Sponsor”). UGARF and Sponsor each may be referred to individually as a “Party” and/or collectively as the “Parties.”

UGARF and Sponsor desire to enter into an agreement whereby Sponsor will fund research to be performed at the University of Georgia (“UGA”). UGA is governed by the Board of Regents of the University System of Georgia (“Regents”), and Regents have authorized UGARF to contract for research projects that will be subcontracted to, and performed by, UGA. In addition, UGARF is Regents’ assignee of certain intellectual property created by UGA employees in the course of their employment.

NOW, THEREFORE, in consideration of the mutual obligations stated herein, and for other value consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Research Project. UGARF will complete, or have completed, the research project titled “Monitoring Man-made Dunes and Beaches to Predict Future Change and Maintenance Needs: Drone Lidar Technology for Decision-making on Tybee Island, GA” and further described in Appendix A (“Project”) by subcontracting performance of the Project to UGA. UGARF, through its subcontractor UGA, will use reasonable efforts to perform the Project according to the standards customary among U.S. research universities.

2. Principal Investigator. The “Principal Investigator” is responsible for directing performance of the Project at UGA. Dr. Clark Alexander shall be the Principal Investigator. However, if for any reason Dr. Alexander becomes unavailable to complete the Project, then with Sponsor’s prior approval (which approval Sponsor shall not unreasonably withhold) UGARF may replace Dr. Alexander with another qualified researcher who will then serve as Principal Investigator and direct the Project at UGA.

3. Cost of Project. This is a FIXED PRICE agreement, and Sponsor shall deliver payments to UGARF per the budget and payment schedule identified in Appendix B. UGARF may issue invoices to Sponsor that coincide with the payment schedule, and in that case Sponsor shall deliver payment to UGARF in the amount of each invoice within thirty (30) days of receipt of the invoice, or by the date identified as the due date on the invoice, whichever is later. Overdue payments will bear interest at the rate of 12% per annum from the date due until paid, and this interest provision survives termination.

4. Term. This Agreement will begin on July 1, 2023 (“Effective Date”) for twelve months (ending June 30, 2024) but is subject to two automatic annual renewals (Year 1 Renewal July 1, 2024 – June 30, 2025 and Year 2 Renewal July 1, 2025 – June 30, 2026 confirmed by a Letter of Renewal issued by the Sponsor prior to the end of the existing, or early termination of this Agreement by mutual agreement of the Parties or pursuant to Section 15 herein (“Term”).

5. Confidential Information. “Confidential Information” means all Project Intellectual Property and descriptions thereof shared by one Party (the “Provider”) to the other (“the Recipient”), and also means all information embodied in written, electronic, biological, chemical, or any other tangible form, which is disclosed or provided under this Agreement by one Party (the “Provider”) to the other Party (the “Recipient”) and is marked confidential at time of disclosure. “Confidential Information” also includes all

orally disclosed information where Provider declares such information to be confidential at the time of initial disclosure and confirms such declaration by written notice to the Recipient within thirty (30) days of initial disclosure.

5.1. Applicability to Subcontractor. Notwithstanding the foregoing, the Parties acknowledge and agree that UGA, as UGARF's permitted subcontractor hereunder, may be the Provider of Confidential Information to Sponsor and may also be the Recipient of Confidential Information from Sponsor. In any subcontract for the performance of this Agreement from UGARF to UGA, UGARF shall require UGA to adhere to the obligations imposed upon UGARF herein with respect to Sponsor's Confidential Information. Sponsor agrees to protect Confidential Information received from UGA under the terms provided herein for the protection of Confidential Information disclosed to Sponsor by UGARF.

5.2. Limited Exchange. The Parties agree they will only exchange Confidential Information for performance of the Project or otherwise as necessary to perform this Agreement.

5.3. Obligation of Confidentiality and Limited Use. Except to the extent required by law, during the Term and for a period of three (3) years thereafter, the Recipient of Provider's Confidential Information (a) shall not disclose such Confidential Information to any third party without prior written consent of the Provider; and (b) shall only use Provider's Confidential Information as necessary to perform the Project and/or this Agreement.

5.4. Exceptions. The Recipient shall have no obligations under Paragraph 5.3 with respect to any portion of the Provider's Confidential Information that:

- a. is or becomes available to the public by through no fault of the Recipient;
- b. is obtained by the Recipient from a third party who had the legal right to disclose it to the Recipient;
- c. the Recipient already possesses, or independently develops without reference to the Confidential Information provided by Provider, as evidenced by written records; and/or
- d. is required to be disclosed by law.

6. Equipment. Except as may be expressly set out herein, Sponsor shall have no ownership, license, or any other right, title, or interest in or to equipment, supplies, and/or other tangible or intangible supplies and other materials purchased or developed under this Agreement with funding from Sponsor under this Agreement.

7. Work Product. UGARF owns all data and results generated by UGARF and/or UGA in performance of the Project ("Work Product"); however, Work Product specifically excludes Project Intellectual Property (as defined in Section 8 below). Subject to the provisions of Paragraph 17.4, UGARF hereby grants to Sponsor, for Sponsor's internal use only, a non-exclusive, perpetual license to use and reproduce, but not transfer to third parties or sell, that Work Product delivered to Sponsor under this Agreement.

8. Ownership of Project Intellectual Property. “Project Intellectual Property” means all forms of intellectual property under the laws of any state or country, and all legal rights therein, in and to any inventions, patentable discoveries, and/or software, that are first made or reduced to practice in performance of the Project.

8.1 “Sponsor Intellectual Property” means all Project Intellectual Property that is invented and/or developed solely by one or more employees of Sponsor. All right and title in and to Sponsor Intellectual Property shall be owned by Sponsor and is hereby assigned to Sponsor. Sponsor may, in its sole discretion and at its sole expense, seek legal protection for any Sponsor Intellectual Property.

8.2 “UGARF Intellectual Property” means all Project Intellectual Property that is invented and/or developed solely by one or more employees or students of Regents at UGA. All right and title in and to UGARF Intellectual Property shall be owned solely by UGARF is hereby assigned to UGARF.

8.3 “Joint Intellectual Property” means all Project Intellectual Property that is invented and/or developed jointly by one or more employees or students of Regents at UGA and by one or more employees of Sponsor. All right and title in and to Joint Intellectual Property shall be owned jointly by UGARF and Sponsor. The Parties shall negotiate an intellectual property management agreement to define their respective rights and obligations with respect to legal protection, payment of expenses, licensing, and enforcement of Joint Intellectual Property.

9. Disclosure of Project Intellectual Property. Each Party shall disclose all Project Intellectual Property promptly to the other Party in writing, but no later than thirty (30) days after the end of the Term. Each Party agrees that it shall not file any patent applications or other forms of intellectual property protection on any Project Intellectual Property without prior notice to the other Party.

10. Option Rights in Project Intellectual Property. UGARF grants to Sponsor an exclusive option to negotiate an exclusive license to UGARF Intellectual Property and/or UGARF’s interest in Joint Intellectual Property (“Option Intellectual Property”). Sponsor’s option rights to particular Option Intellectual Property shall begin upon UGARF’s disclosure of such to Sponsor and shall expire ninety (90) days after UGARF’s disclosure of such Option Intellectual Property to Sponsor (“Option Period”).

10.1 Exercise of Option. At any time during the Option Period associated with particular Option Intellectual Property, Sponsor may either (i) terminate its option rights to such by written notice to UGARF; or (ii) exercise the option to such Option Intellectual Property by written notice to UGARF that identifies the particular Option Intellectual Property of interest to Sponsor. Upon UGARF’s timely receipt of any such written notice from Sponsor exercising the option, the Parties shall enter a ninety (90) day period (“Negotiation Period”) during which they shall in good faith negotiate a commercially reasonable license to the Option Intellectual Property identified in the notice.

10.2 Expiration of Option. UGARF shall have no further obligation to Sponsor with respect to, and Sponsor shall have no further option rights in, Option Intellectual Property disclosed by UGARF to Sponsor upon the earlier of: (i) termination of Sponsor’s option rights by written notice from Sponsor to UGARF; (ii) the expiration of the Option Period without Sponsor having

provided timely written notice to UGARF exercising the option as set out in Paragraph 10.1; or (iii) expiration of the associated Negotiation Period with no executed license to such Option Intellectual Property.

10.3 Option Intellectual Property Filings. UGARF may in its sole discretion seek legal protection for any UGARF Intellectual Property, and UGARF may file for and prosecute any patent or other applications thereon in UGARF's sole discretion. Further, prior to the execution of a formal intellectual property management agreement governing Joint Intellectual Property (Paragraph 8.3), UGARF may in its sole discretion seek legal protection for such Joint Intellectual Property with prior notice to Sponsor, and UGARF may file for and prosecute any patent or other applications thereon in UGARF's sole discretion with prior notice to Sponsor.

10.4 Option Intellectual Property Expense Reimbursement. Sponsor shall reimburse UGARF for any and all expenses incurred by UGARF related to the protection of Option Intellectual Property during the associated Option Period. UGARF shall from time to time send invoices to Sponsor for such reimbursement, and Sponsor shall deliver payment per each such invoice within thirty (30) days of its receipt by Sponsor (or upon a later date if so indicated on the invoice). In addition to and other rights and/or remedies UGARF may have, Sponsor's failure to make any such reimbursement when due shall immediately terminate Sponsor's option rights to the associated Option Intellectual Property.

11. U.S. Government Rights. In the event that UGARF is required to grant, and/or has granted, to the U.S. federal government any rights in and to Project Intellectual Property, then the Parties agree that their rights to such Project Intellectual Property is subject to the provisions of 37 CFR 401, et al.

12. No Implied or Background Rights. No rights or obligations other than those expressly recited herein are granted or may be implied by this Agreement. Nothing herein constitutes a license or other transfer of rights in or to any intellectual property that is not explicitly the subject of this Agreement.

13. Publication. Sponsor acknowledges and agrees that UGARF, UGA, and/or Principal Investigator shall have the sole and unrestricted right to publish or otherwise disclose the Project protocol and results of the Project, but only to the extent doing so does not impermissibly disclose Confidential Information disclosed by Sponsor to UGARF and/or UGA hereunder. To avoid loss of patent rights from premature public disclosure, UGARF shall require the Principal Investigator to deliver to Sponsor all proposed articles, manuscripts, presentations, or any other publication of the Project prior to public disclosure. Sponsor may review and provide comment, if any, for a period of thirty (30) days after receipt of the proposed publication or other public disclosure. Upon Sponsor's notice to UGARF that Sponsor desires to file an application to protect certain Project Intellectual Property related to the proposed publication, UGARF shall require Principal Investigator to delay publication until the first of the following has occurred: (i) a patent application has been filed on such Project Intellectual Property; or (ii) the Parties agree not to pursue protection for such Project Intellectual Property; or (iii) sixty (60) days have expired after Sponsor's notice to UGARF.

14. DISCLAIMER OF WARRANTIES. THE PROJECT WILL BE CONDUCTED IN UNIVERSITY FACILITIES AND IS EXPERIMENTAL IN NATURE. WORK PRODUCT AND PROJECT INTELLECTUAL PROPERTY ARE PROVIDED "AS IS." UGARF, REGENTS, AND PRINCIPAL INVESTIGATOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SAFETY, UTILITY, VALUE,

PERFORMANCE, MARKETABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROJECT, WORK PRODUCT, CONFIDENTIAL INFORMATION, OR PROJECT INTELLECTUAL PROPERTY, OR THAT SUCH DO NOT INFRINGE ANY THIRD PARTY PROPERTY RIGHTS.

15. Early Termination.

15.1 Termination for Convenience. This Agreement may be terminated for convenience by either Party upon thirty (30) days' prior written notice ("Final Termination Notice"), in which case termination shall be effective as of the thirtieth (30th) day after notice or upon a later date identified in the notice ("Effective Date of Termination").

15.2 Termination for Breach. If a Party materially breaches ("Breaching Party") any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of such breach by the other Party ("Terminating Party"), then the Terminating Party may thereafter deliver, at any time during the Term while the noticed breach remains uncured, notice of termination ("Final Termination Notice") to the Breaching Party, in which case this Agreement automatically shall terminate as of the date of the Breaching Party's receipt of such Final Termination Notice or on a later date identified in such notice ("Effective Date of Termination").

15.3 Payment upon Early Termination. Upon termination of this Agreement by Sponsor under Paragraph 15.1 or by UGARF under Paragraph 15.2, Sponsor shall deliver payment to UGARF within thirty (30) days of Sponsor's receipt of UGARF's invoice for: (i) all amounts due and owing up to and including the Effective Date of Termination per the payment schedule at Appendix B; (ii) all work actually performed by UGARF and/or UGA but not otherwise paid under (i) above; and (iii) all non-cancelable obligations incurred by UGARF and/or UGA prior to the Final Termination Notice but not otherwise paid under (i) above (together, the "Termination Payment"). However, in the event that, as of the Effective Date of Termination, UGARF has received payment from Sponsor in an amount greater than the Termination Payment, then UGARF shall return the excess amount to Sponsor.

15.4 Rights and Obligations Extinguished upon Early Termination. Upon termination of this Agreement by Sponsor under Paragraph 15.1 or by UGARF under Paragraph 15.2, then as of the Effective Date of Termination: (i) Sponsor's option rights to all Option Intellectual Property are terminated; (ii) Sponsor's right and license to Work Product is terminated; and (iii) UGARF's obligations to conduct the Project, deliver Work Product, and disclose Project Intellectual Property are terminated.

16. Return or Destruction of Confidential Information. Upon termination of this Agreement for any reason, each Recipient of Confidential Information shall destroy all of the Provider's Confidential Information that the Recipient has in its possession or control; or upon timely notice from the Provider, the Recipient shall return such Confidential Information to the Provider at the Provider's expense. However, each Recipient may keep one (1) copy of the Discloser's Confidential Information to the extent required by the Recipient's records retention policies, but the Recipient may not use or access any such retained Confidential Information of the other Party for any purpose whatsoever except to the extent required by law.

17. Integration. This Agreement and its appendices and attachments embody the entire understanding of the Parties with respect to the matters herein and supersede all previous communications, either oral or written.

18. Amendment. This Agreement may be amended only by mutual written agreement. Without limiting the foregoing, the terms and conditions of any purchase order that may be associated with the Project or this Agreement do not apply, and the terms stated in this Agreement shall control regardless of when the purchase order is issued or whether statements on the purchase order indicate otherwise.

19. No Assignment. A Party may not assign, or subcontract performance of, this Agreement to any third party without the prior written consent of the other Party; except that UGARF may subcontract performance of the Project and this Agreement to UGA under the terms set forth in herein.

20. Independent Contractor. UGARF's relationship to Sponsor is that of independent contractor and not employee, joint venturer, or partner.

21. Use of Names. Neither Party may use the names or marks of the other Party or its subcontractors in publicity without prior written approval from the owner of the name or mark. Notwithstanding, a Party may use the name of the other Party solely to accurately identify the source of funding or the Project.

22. Governing law. This Agreement is to be governed by and construed under the laws of the state of Georgia without regard to its conflict of law rules.

23. Export Controls. Work Product, Project Intellectual Property, and Confidential Information may be subject to U.S. export control laws, sanctions, and/or embargo requirements. Sponsor shall be solely responsible for complying with such laws and other requirements in its use of any rights, information, and/or materials obtained under this Agreement. Sponsor understands and agrees that UGARF makes no representations that an export license may not be required nor that, if required, such an export license will issue with respect to any rights, information, and/or materials delivered by UGARF and/or UGA to Sponsor under this Agreement. At the time of disclosure to UGARF and/or UGA, Sponsor shall identify and mark with a legend any information and/or materials subject to U.S. export control laws, sanctions, and/or embargo requirements before providing such to UGARF or UGA under this Agreement. UGARF and/or UGA may decline to accept any such information or materials from Sponsor.

24. Severability. All rights and duties herein are binding only to the extent that they do not violate any laws. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it is the intent of the Parties that any such provision be replaced by a valid provision that implements the purpose of the illegal, invalid, or unenforceable provision. In the event that any provision essential to the purpose of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, all right of appeal has been exhausted, and such essential provision cannot be replaced by a valid provision that will implement the purpose of this Agreement, then this Agreement and the rights granted herein shall automatically terminate.

25. Force Majeure. Delays in, or failure of, performance by any Party will not constitute default, or trigger any claim for damages, if and to the extent such damages are caused by acts of God, strikes, work stoppages, civil disturbances, fires, floods, explosions, riots, war, rebellion, and/or sabotage.


26. Notices. All notices to a Party under this Agreement must be delivered in person, by email, or via commercial carrier with tracking to the Administrative Contact identified in Appendix C for such Party, or to such other persons and addresses as may be designated by such Party as its Administrative Contact by written notice to the other. Notice shall be effective upon receipt.

27. Survival. All provisions of this Agreement that expressly survive termination do survive termination, as well as Sections 5-15, 17-26 (except to the extent rights are extinguished by Section 15.4).

IN WITNESS whereof, the Parties have executed this Agreement by their authorized representatives on the dates indicated below.

University of Georgia
Research Foundation, Inc.

City of Tybee Island



Name: James L. Garrett
Title: Senior Grants Specialist
Date: 07/14/2023

Name: _____
Title: _____
Date: _____

APPENDIX B – BUDGET

Sponsor shall deliver a series of payments to UGARF per the following payment schedule.

<u>Due Date</u>		<u>Payment Amount</u>
	YEAR ONE	
September 30, 2023		\$21,697.00
December 31, 2023		\$21,697.00
March 31, 2024		\$21,697.00
June 30, 2024		\$21,697.00
	YEAR TWO	
September 30, 2024		\$21,697.00
December 31, 2024		\$21,697.00
March 31, 2025		\$21,697.00
June 30, 2025		\$21,697.00
	YEAR THREE	
September 30, 2025		\$21,697.00
December 31, 2025		\$21,697.00
March 31, 2026		\$21,697.00
June 30, 2026		\$21,697.00

\$260,364.00 Total Fixed Price Amount Due under this Agreement

UGARF may issue invoices to Sponsor that coincide with the payment schedule, and in that case Sponsor shall deliver payment to UGARF in the amount of each invoice within thirty (30) days of receipt of the invoice, or by the date identified as the due date on the invoice, whichever is later. Overdue payments will bear interest at the rate of 12% per annum from the date due until paid, and this interest provision survives termination.

Sponsor shall make payment via check to the University of Georgia Research Foundation, Inc. delivered to the UGARF Financial Contact identified in Appendix C or to the individual, office, and address identified on UGARF’s invoice if different than Appendix C. Alternatively, Sponsor may deliver payment to UGARF via wire transfer upon request.

APPENDIX C – CONTACT INFORMATION

This Appendix C identifies the “Official Notice Agent” for each party and UGARF’s “Financial Contact,” to whom Sponsor shall direct payments made to UGARF under this Agreement. In addition, and for the convenience of the Parties, this Appendix B also identifies the Principal Investigator and Sponsor’s Project Director and Financial Contact.

UGARF	SPONSOR
<p>Official Notice Agent</p> <p>Name: James L. Garrett, Senior Grants Specialist Address: Sponsored Projects Administration 310 East Campus Road Tucker Hall; Rm 310 Athens, GA 30602-1589 Telephone: 706-542-6604 Email: j.garrett@uga.edu</p>	<p>Official Notice Agent</p> <p>Name: George Shaw – Director, Planning and Zone Address: PO Box 2749 Tybee Island, GA 31328 Telephone: 912-472-5031 Email: george.shaw@cityoftybee.gov</p>
<p>Principal Investigator</p> <p>Name: Clark Alexander, PhD Address: Skidaway Institute of Oceanography 10 Ocean Science Circle Savannah, GA 31411 Telephone: 678-572-3015 Email: clark.alexander@skio.uga.edu</p>	<p>Project Director</p> <p>Name: Alan W Robertson Address: PO Box 303 Tybee Island, GA 31328 Telephone: 847-525-5040 Email: arobertson@cityoftybee.gov</p>
<p>Financial Contact</p> <p>Name: Brad Langford, Director of Post Award Address: 310 East Campus Road Tucker Hall Room 411 Athens, GA 30602-1589 Telephone: (706) 542-9151 Email: cgadmin@uga.edu</p>	<p>Financial Contact</p> <p>Name: Danielle Bucher, Financial Analyst Telephone: 912-472-5028 Email: danielle.bucher@cityoftybee.gov</p> <p>Name: Jen Amerell - Finance Director Telephone: 912-472-5021 Email: jen.amerell@cityoftybee.gov</p> <p>Address: PO Box 2749 Tybee Island, GA 31328</p>

File Attachments for Item:

7. Symbioscity: Consulting Services Agreement

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is entered into as of ____, 2023 (the "Effective Date") by and between Symbioscity, a Limited Liability Company (the "Consultant"), and the City of Tybee Island, a municipal government (the "Client," and together with the Consultant, the "Parties").

RECITALS

WHEREAS, the Client wishes to engage the Consultant as an independent contractor for the Client for the purpose of providing the professional services set forth in Exhibit A attached hereto and made a part hereof (the "Services") on the terms and conditions set forth below; and

WHEREAS, the Consultant wishes to provide the Services in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. RESPONSIBILITIES.

- (a) Of the Consultant. The Consultant agrees to do each of the following:
- A. Perform the Services set forth in Exhibit A attached hereto; provided, however, that if a conflict exists between this Agreement and any term in Exhibit A, the terms in this Agreement shall control except as to the Scope of Work set forth in Exhibit A.
 - B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
 - C. Perform the Services in a safe, good, and workmanlike manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.
 - D. Communicate with the Client regarding progress the Consultant has made in performing the Services.

- E. Provide services (including the Services) that are satisfactory and acceptable to the Client.
- (b) Of the Client. The Client agrees to do each of the following:
- A. Engage the Consultant as an independent contractor to perform the Services set forth in Exhibit A to this Agreement.
 - B. Provide relevant information to assist the Consultant with the performance of the Services.
 - C. Satisfy all of the Consultant's reasonable requests for assistance in its performance of the Services.

2. NATURE OF RELATIONSHIP.

- (a) Independent Contractor Status. The Consultant agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Consultant is and will remain an independent contractor in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Consultant's compensation hereunder. The Consultant shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.
- (b) Indemnification of Client by Consultant. The Client has entered into this Agreement in reliance on information provided by the Consultant, including the Consultant's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant and/or the Client resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have

been deducted from the Consultant's earnings had the Consultant been on the Consultant's payroll and employed as an employee of the Client.

3. REPRESENTATIONS AND WARRANTIES.

- (a) The Parties each represent and warrant as follows:
 - A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
 - C. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

- (b) The Consultant hereby represents and warrants as follows:
 - A. The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
 - B. The Consultant has the right to perform the Services required by this Agreement at any place or location, and at such times as the Consultant shall determine.
 - C. The Services shall be performed in accordance with standards prevailing in the Client's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, and the Consultant shall obtain all permits or permissions required to comply with such standards, laws, rules, or regulations.
 - D. The Services required by this Agreement shall be performed by the Consultant, and the Client shall not be required to hire, supervise, or pay any assistants to help the Consultant perform such Services.
 - E. The Consultant is responsible for paying all ordinary and necessary expenses of its staff.
 - F. The Consultant is responsible for providing insurance coverage for itself and its staff.

- (c) The Client hereby represents and warrants as follows:
 - A. The Client will make timely payments of amounts earned by the Consultant under this Agreement and in accordance with the terms in Exhibit A.
 - B. The Client shall notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this Agreement at least 30 days prior to implementing such changes.
 - C. The Client shall provide such other assistance to the Consultant as it deems reasonable and appropriate.

4. COMPENSATION.

- (a) Terms and Conditions. The Client shall pay the Consultant in accordance with the terms and conditions set forth in Exhibit A.
- (b) Timing of Payment. Payments shall be made to the Consultant within thirty (30) days of the Client's receipt of the Consultant's invoice for all Services performed to the Client's satisfaction in accordance with Exhibit A.
- (c) No Payments in Certain Circumstances. Notwithstanding the foregoing, no payment shall be payable to the Consultant under any of the following circumstances:
 - A. if prohibited under applicable government law, regulation, or policy;
 - B. if the Consultant did not directly perform or complete the Services described in Exhibit A;
 - C. if the Consultant did not perform the Services to the reasonable satisfaction of the Client; or
 - D. if the Services performed occurred after the expiration or termination of the Term of this Agreement, unless otherwise agreed in writing.
- (d) No Other Compensation. The compensation set out above shall be the Consultant's sole compensation under this Agreement. Additional services shall be agreed to by both parties in writing.

- (e) Expenses. Any expenses incurred by the Consultant in the performance of this Agreement shall be the Consultant's sole responsibility. Reimbursable expenses shall be compensated as outlined in Exhibit A.
- (f) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Client shall have no obligation to pay or withhold any sums for such taxes.

5. WORK FOR HIRE.

The Consultant expressly acknowledges and agrees that any work prepared by the Consultant under this Agreement shall be considered "work for hire" and the exclusive property of the Client unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, the Consultant hereby assigns to the Client all of its right, title, and interest in and to such work. The Consultant shall execute and deliver to the Client any instruments of transfer and take such other action that the Client may reasonably request, including, without limitation, executing and filing, at the Client's expense, copyright applications, assignments, and other documents required for the protection of the Client's rights to such materials.

6. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Consultant hereby warrants to the Client that, to the best of its knowledge, it is not currently obliged under an existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term (as defined below), the Consultant is free to engage in other independent contracting activities; provided, however, the Consultant shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the Client pursuant to this Agreement.

7. TERM.

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 8 of this Agreement, will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for such Services (the "Term") ; provided, however, that in no event shall this Agreement remain effective for longer than twelve months.

8. TERMINATION.

This Agreement may be terminated:

- (a) By either Party on provision of thirty (30) days written notice to the other Party, with or without cause.
- (b) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within fifteen (15) days of receipt of written notice thereof.
- (c) By the Client at any time and without prior notice, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Client, or is guilty of serious misconduct in connection with performance under this Agreement.

Following the termination of this Agreement for any reason, the Client shall promptly pay the Consultant according to the terms of Exhibit A for Services rendered before the effective date of the termination unless the termination is for cause in which case no payment is owed. The Consultant acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

9. MODIFICATION.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

10. ASSIGNMENT.

The Client may assign this Agreement freely, in whole or in part. The Consultant may not, without the written consent of the Client, assign, subcontract, or delegate its obligations under this Agreement, except that the Consultant may transfer the right to receive any amounts that may be payable to it for its Services under this Agreement, which transfer will be effective only after receipt by the Client of written notice of such assignment or transfer.

11. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

12. FORCE MAJEURE.

A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

13. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

14. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Client:
George Shaw
Planning & Zoning Manager
City of Tybee Island
P.O. Box 2749
403 Butler Avenue
Tybee Island, GA 31328

If to the Consultant:
Denise R. Grabowski
Symbioscity
P.O. Box 10121
Savannah, GA 31412

15. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Georgia.

16. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

17. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

18. ENTIRE AGREEMENT.

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

19. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CLIENT

CITY OF TYBEE ISLAND


By: _____

Name:

Title:

CONSULTANT

SYMBIOSCITY LLC



Digitally signed by Denise R. Grabowski
DN: cn=Denise R. Grabowski, o=Symbioscity, ou,
email=dgrabowski@symbioscity.com, c=US
Date: 2023.07.27 15:56:23 -04'00'

By: _____

Name: Denise R. Grabowski

Title: Owner/CEO

EXHIBIT A
RFP AND CONSULTANT'S RESPONSE

**REQUEST FOR PROPOSAL
RFP NO. 2023-773**

REVIEW OF LAND DEVELOPMENT CODE

PROPOSAL DUE: WEDNESDAY, JUNE 14, 2023 at 2:00pm

PRE-PROPOSAL MEETING: WEDNESDAY, MAY 31, 2023 at 2:00pm

CITY OF TYBEE ISLAND, GEORGIA

SHIRLEY SESSIONS, MAYOR

BARRY BROWN, MAYOR PRO TEM

MICHAEL “SPEC” HOSTI

JAY BURKE

MONTY PARKS

NANCY DEVETTER

BRIAN WEST

DOCUMENT CHECK LIST

The following documents are contained in and made a part of this Request For Proposal, and are required to be submitted with the Proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her proposal. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF THE PROPOSER.**

[INTRODUCTION](#)

[SPECIFICATIONS AND REQUIREMENTS](#)

[INSTRUCTIONS TO PROPOSERS](#)

[GENERAL INFORMATION](#)

[INSURANCE REQUIREMENTS](#)

[EVALUATION CRITERIA](#)

[ATTACHMENTS:](#) A. SIGNATURE SHEET; B. CONTRACTOR AFFIDAVIT; C. SAVE AFFIDAVIT; D. VENDOR INFORMATION; E. PROPOSAL SHEET; F. CHECK LIST

INTRODUCTION

This is a request for proposals to supply the City of Tybee Island, Georgia (sometimes hereinafter referred to as “Owner”) with services as indicated herein.

The City of Tybee Island is seeking proposals from qualified firms to do a thorough review of the City’s Land Development Code (LDC). The code will be reviewed for clarity and adherence to state law by the consultant. This will be followed by a workshop with City Council to discuss potential policy changes. Potential amendments will be drafted and a citizens committee will be formed to review, discuss and recommend changes. This will require multiple meetings. Amendments will go through the public hearing process. Consultant will coordinate with the

Community Development Director and City Staff throughout the process.

Sealed proposals must be received by 2:00pm local time, on June 14, 2023. The City of Tybee Island reserves the right to reject any or all proposals.

A pre-proposal meeting will be held on May 31, 2023 at 2:00pm in the Tybee Island Public Safety Building conference room (78 Van Horn, Tybee Island). Interested firms are encouraged to attend, as they will have the opportunity to discuss the scope of work and specifications.

METHOD OF AWARD: If the City of Tybee Island awards a contract as a result of this RFP, it will be awarded to the responsible proposer deemed able to provide the best value for the City. The award will be based on price among other factors as specified in this RFP. The City reserves the right to select the proposer which best meets the City's goals and objectives, needs, budget constraints, and quality levels, as well as its educational and service level expectations. The City reserves the right to award a contract to one or multiple vendors, and for one or all specifications. The city will not agree to any proposal or contract that will limit the contractor's obligation to pay only up to the amount of the fee to be charged.

Signature of proposer indicates understanding and intended compliance with the terms of this request, the requirements herein, and any subsequent award or contract. All specifications, conditions, and representations made in this request will become an integral part of the contract. Nothing contained within this RFP is indicative of intent by the City of Tybee Island to reimburse the proposer, in whole or in part, for any costs associated with preparation, submission, or presentation of proposals.

Instructions for preparation and submission of a proposal are contained in this RFP package. Please note that specific forms for submission of a proposal are required.

The City of Tybee Island has an equal opportunity purchasing policy to assure all procurement procedures are conducted in a manner that provides maximum open and free competition. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City. The City provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

The City of Tybee Island is seeking a proposal package for services or materials equal to or exceeding specifications set forth on the attached pages. Those not meeting these standards will be rejected.

All responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, displays, schedules, exhibits and other documentation by the proposers will become the property of the City when received. The City retains the right to use any or all ideas presented in any response to this RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.

SPECIFICATIONS AND REQUIREMENTS

- Review entire Land Development Code for clarity and adherence to applicable state and federal law as well as proposed revisions and improvements.
- Conduct workshop with City Council to discuss potential policy changes
- Inventory non-conforming uses in R-1, R-1B, and R-2 districts

- Hold a total of 6 (six) meetings with a citizens committee to work through potential amendments. Additional meeting may be required at additional cost. (See proposal sheet – attachment E)
- Draft and resent potential amendments to City Council
- Complete process within six months of award

1. INSTRUCTIONS TO PROPOSERS

Purpose: The purpose of this document is to provide general and specific information for use in submitting a proposal to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All RFP's are governed by the Code of the City of Tybee Island, Georgia, 15-2015 Sec 1, Art VII, Procurement, Sec 2-400, and the laws of the State of Georgia.

Proposers must carefully review all provisions of, and attachments to, this document prior to submission. Each proposal constitutes an offer and cannot be withdrawn except as provided herein. This RFP and any attachments, plans, and/or other related documents can be found on the City's website at <https://www.cityoftybee.org/Bids.aspx>. **It is incumbent upon the proposer to check the website for additional information and/or addendums.**

1.1 How to Prepare Proposals:

All Proposals:

- Must be prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- Must be signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the Proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

1.2 How to Submit Proposals:

One original, and one electronic copy (usb flash drive) must be submitted in a **sealed opaque envelope**, plainly marked with the RFP number and title, and proposer's company name, to the office of the address below prior to the time specified. Include your proposal, and all required attachments, which can be found at the end of this document.

- **Include all requested documents (See attachment 'F')**
- **City/County Occupational Tax Certificate Requirement: Contractor must supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their office is located**
- **Include at least three (3) references documenting your experience with similar projects. Include name of project, location, and current reference contact information including name, phone number, and email address. In addition to the information above, submit a written description of how these projects relate to this RFP.**
- **All Proposals must be hand delivered or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above. Include "RFP #2023-773, LDC Review" on the front envelope.**

- **Courier or hand deliver proposal package to:**

**MELISSA FREEMAN
TYBEE ISLAND CITY HALL
403A BUTLER AVE
TYBEE ISLAND, GA. 31328**

DO NOT SEND PROPOSAL BY US POSTAL SERVICE

FAXED OR E-MAILED COPIES WILL NOT BE CONSIDERED. PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED.

1.3 How to Submit an Objection:

Potential respondents must present any written objection to this RFP at least seven (7) days prior to the proposal due date. The objections contemplated may pertain to form and/or substance of the RFP documents. Objections must be made in writing to Melissa Freeman mfreeman@cityoftybee.gov. Email subject line: Objection to RFP #2023-773.

1.4 Errors in RFP responses:

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications of this RFP before submitting proposal. Failure to do so will be at the Proposer's own risk. In case of error in extension of prices in the proposal, the unit price will govern.

1.5 Questions concerning RFP:

Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this RFP must be made by email, sent to the below named individual who will be the official point of contact for this RFP. Questions must be submitted at least seven days before the proposal due date.

Mark subject line on e-mail **“Questions on RFP 2023-773, LDC Review”**

POINT OF CONTACT:

George Shaw
gshaw@cityoftybee.gov

Failure of a respondent to ask questions, request changes, or submit objections by the dates indicated above shall constitute the respondent's acceptance of all of the terms, conditions and requirements set forth in this RFP.

1.6 Addendums to RFP:

Any changes to the conditions or specifications in this RFP must be in the form of a written addendum to be valid. If the City of Tybee Island issues an addendum to this RFP, it will be posted by the Purchasing Agent on the City's website.

by which interpretation, clarification or additional information will be given. The City of Tybee Island will not be responsible for any oral representation given by any employee, representative or others.

Respondent must sign any issued addendum and return with their proposal. **It is solely the responsibility of the respondent to ensure that all addenda have been received and changes are incorporated into the response before submission. Signed addenda must be returned with the response.** Unless otherwise specified in an addendum, the due date and time remains as listed above.

2 GENERAL INFORMATION

- 2.1 **Specifications:** Any obvious error or omission in specifications will not inure to the benefit of the proposer but will put the proposer on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., will be construed to be the minimum requirements of these specifications.
- 2.2 **Standards for Acceptance of Proposal for Contract Award:** City of Tybee Island reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the proposal from a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer whom investigation shows is not in a position to perform the contract.
- 2.3 **Proposer:** Whenever the term "proposer" is used it will encompass the "person," "business," "supplier," "vendor," or other party submitting a proposal to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.
- 2.4 **Responsible / Responsive proposer:** *Responsible proposer* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive proposer* means a person or entity that has submitted a proposal that conforms in all material respects to the requirements set forth in this RFP.
- 2.5 **Compliance with Laws:** The proposer will obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance and comply with any and all other standards or regulations required by federal, state, county or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in any contract document between the contractor and City of Tybee Island will be supplementary to this section and not in substitution thereof.
- 2.6 **Contractor:** Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 2.7 **State Licensing Board for General Contractors:** If applicable, pursuant to Georgia law, any respondent must be a Georgia licensed **General Contractor** (Contractor work activity that is unlimited in scope regarding any residential or commercial projects).

- 2.8 Security & Immigration Compliance:** On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No proposals will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.**

Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1 required Georgia cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Responders are required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this RFP package.

Protection of Resident Workers. City of Tybee Island actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers can hire only persons who can legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of any hiree, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor will establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 2.9 Permitting and Approvals:** The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.
- 2.10 Prices to be Firm:** Respondent warrants that prices, terms and conditions quoted in his proposal will be firm for acceptance for a period of sixty (60) days from proposal opening date.
- 2.11 Quality:** All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this RFP, will be of the best quality, and adhere to the highest industry standards.
- 2.12 Liability Provisions:** Where proposers are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the as requested by the City, the proposer will be liable for any injury, damage or loss occasioned by negligence of the proposer, its agent, or any person the proposer has designated to prepare the proposal and will indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with City of Tybee Island.

performance or violation of contract terms. An award may be made to the next higher ranked proposer, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or its surety) will be liable to City of Tybee Island for costs to the City of Tybee Island in excess of the defaulted contract prices. See the contract documents for complete requirements.

2.14 Certification of Independent Price Determination: By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other respondent or to any competitor; and
- b. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.15 Qualification of Business (Responsible Proposer): The Scope of Work, specifications and plans define a responsible Proposer as one who meets, or by the date of the proposal acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required. The City has the right to require any or all proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. The City has the right to disqualify the proposal of any proposer as being unresponsive or un-responsible whenever such Proposer cannot document the ability to deliver the requested product or service.

2.16 Insurance Provisions, General: The selected proposer to whom the contract is awarded will be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance must be included in the proposal.

- a. General Information that must appear on a Certificate of Insurance:
 - i. Name of the Producer (proposer's insurance Broker/Agent).
 - ii. Companies affording coverage (there may be several).
 - iii. Name and Address of the Insured (this is the Company or Parent of the firm the City is contracting with).
 - iv. A Summary of all current insurance for the insured (includes effective dates of coverage).
 - v. A brief description of the operations to be performed, the specific job to be performed, and contract number.
 - vi. Certificate Holder (This must always include the City of Tybee Island).

City of Tybee Island as an Additional Insured: The City of Tybee Island must be named as a Certificate Holder and as an Additional Insured.

- b. Minimum Limits of Insurance to be maintained for the duration of the contract:

- i. **Commercial General Liability:** Provides protection against bodily injury and

property damage claims arising from operations of a Contractor. This policy coverage includes premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: **\$2,000,000** bodily injury and property damage per occurrence and annual aggregate.

- ii. **Professional Liability:** Coverage insures against liability claims rising out of the Contractor's provision of professional services. Minimum limit: **\$2,000,000** per occurrence and annual aggregate.

THE INSURANCE REQUIREMENTS AND LIMITS STATED HEREIN MAY BE SATISFIED BY A COMBINATION OF PRIMARY, UMBRELLA AND/OR EXCESS COVERAGES.

2.17 Compliance with Specification - Terms and Conditions: The RFP, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.

2.18 Signed Proposal Considered Offer: The signed Proposal will be considered a binding offer on the part of the Proposer, which offer will be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Proposer after such acceptance, the City of Tybee Island may take such action as it deems appropriate, including legal action, for damages or lack of required performance.

2.19 Notice to Proceed: The successful proposer must not commence work under this RFP until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee, or as specified in the Special Conditions. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.20 Protest Policy: Any proposer who is aggrieved in connection with the award of a contract may file a protest with the Purchasing Agent. The protest must be submitted no later than 48 hours prior to the date the award recommendation is scheduled to be approved by City Council. Recommendations to Council are usually posted on the preliminary agenda on the City's website on the Thursday prior to the Council meeting date. It is the proposer's responsibility to ascertain the City's recommendation for award. Protests must be made in writing to the Purchasing agent, Melissa Freeman at mfreeman@cityoftybee.org, with the subject line Protest: RFP #2023-773, and must include the following information:

- a. Name, address, email address, and telephone numbers of the protester;
- b. RFP number;
- c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
- d. Copies of supporting documents, if any;
- e. Statement of relief requested;
- f. All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision;
- g. All information establishing the timeliness of the protest.

- a. Questions regarding payment may be directed to the Accounting Department at 912-472-5024 or City of Tybee Island's Project Manager as specified in the contract documents.
- b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
- c. City of Tybee Island is a tax-exempt entity. Every contractor, vendor, business or person under contract with City of Tybee Island is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to City of Tybee Island by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.22 Owner's Rights Concerning Award: The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all proposals, and any proposal that is not responsive or that is over the budget, as amended, or that fails to suit the needs of the City as determined by the Owner in its sole discretion. In judging whether the Proposer is responsible, the Owner will consider, but is not limited to consideration of, the following:

- a. Whether the Proposer or principals are currently ineligible, debarred, suspended, or otherwise excluded from contracting by any state or federal agency, department, or authority;
- b. Whether the Proposer or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the Proposer can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- d. Whether the Proposer's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the Proposer's contract obligations.

2.23 Debarred or Suspended Subcontractors: Contractor will not subcontract, and will ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the City or other government entities. Contractor will immediately notify City of Tybee Island in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

2.24 Cone of Silence: Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions will cause render your proposal invalid.

2.25 Georgia Open Records Act: The responses will become part of the City of Tybee Island's official files without any obligation on the City of Tybee Island's part. Ownership of all data, materials and documentation prepared for and submitted to City of Tybee Island in response to a solicitation, regardless of type, will belong exclusively to City of Tybee Island and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

It is the responsibility of the Proposer to notify the City of any documents turned over which contain trade secrets or other confidential matters. A Proposer submitting records which the entity or person believes contains trade secrets that wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) will submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia.

Proposals will not be opened in public, and the information is exempt from disclosure, including the Open Records Act, until the RFP has been awarded, or all proposals have been rejected.

City of Tybee Island will not be held accountable if material from responses is obtained without the written consent of the proposer by parties other than the City of Tybee Island, at any time during the solicitation and evaluation process.

2.26 Georgia Trade Secret Act of 1990: In the event a Proposer submits trade secret information to the City of Tybee Island, the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.

2.27 Contractor Records: The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City of Tybee Island. This applies to those specific contracts currently in effect and those that have been completed or closed for up three (3) years following completion.

2.28 Method of Compensation: The compensation provided for herein will include all claims by the contractor for all costs incurred by the contractor in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount will be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City will make payments to the contractor within thirty (30) days from the date of receipt of the contractor's acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

Should the Project begin within any one month, the first invoice will cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices will be submitted each month until the Project is completed. Invoices will be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work pursuant to provisions of the contract. Each invoice will be accompanied by a summary progress report, which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

by this Contract. It will also permit the City of Tybee Island and/or representatives of the Finance Department to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited will be available for inspection between 8am and 5pm in the main offices of the City of Tybee Island or during normal business hours at the offices of the Contractor, as requested by the City of Tybee Island.

3. EVALUATION CRITERIA:

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Team in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not based on what is inferred. After thoroughly reading and reviewing this RFP, each team member shall conduct his or her independent evaluation of the proposals received, and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

Criteria	Possible Points
Experience with LDC code writing	25
Experience with group facilitation	20
General planning experience	20
Quality of, and response from, references	20
Cost of services	15

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;

COMPANY

DATE

SIGNATURE

TITLE

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** _____

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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

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

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT C

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) _____ 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 _____ (city), _____ (state).

Signature of Applicant

Denise R. Grabowski

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE ___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT D

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name: _____

Product or Services Provided: _____

Sales Contact Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Address:

Accounts Receivable Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Remittance Address: _____

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

**ATTACHMENT E
PROPOSAL SHEET
RFP 2023-773
LAND DEVELOPMENT CODE**

TOTAL PROJECT COST: \$ _____

COST PER ADDITIONAL MEETING(S) IF NECESSARY \$ _____

_____ **(Firm)**

_____ **(Signature)**

_____ **(Title)**

_____ **(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)** _____
- 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** _____

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

EMAIL

SIGNATURE

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.

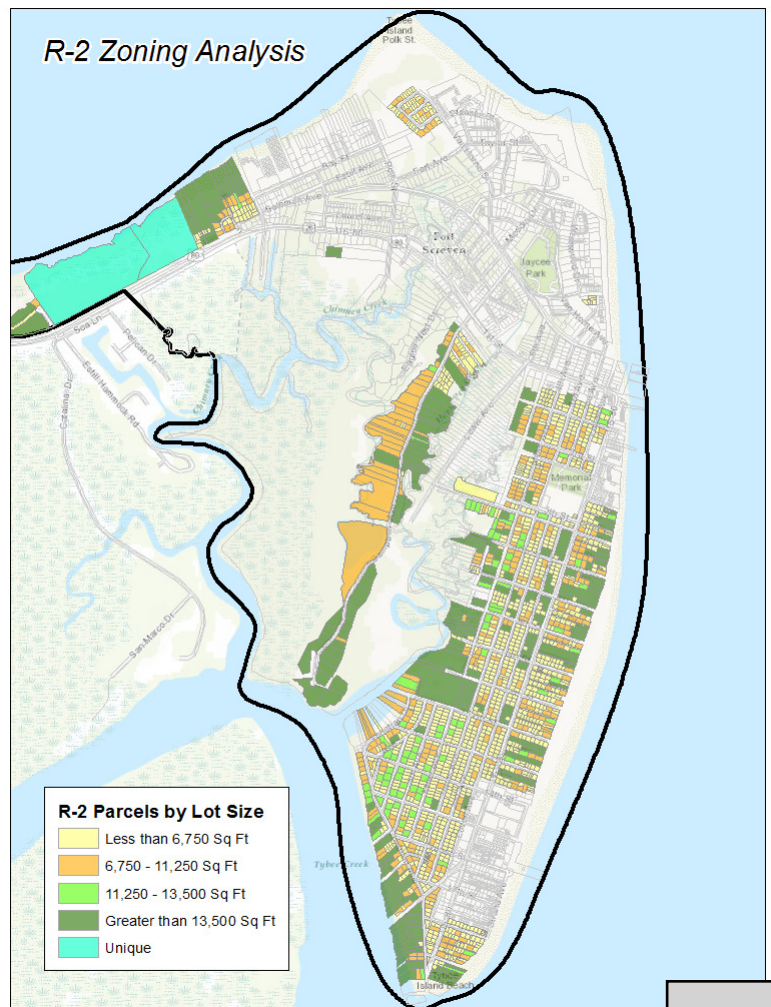
Inventory of Non-Conforming Lots in R-Districts

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.

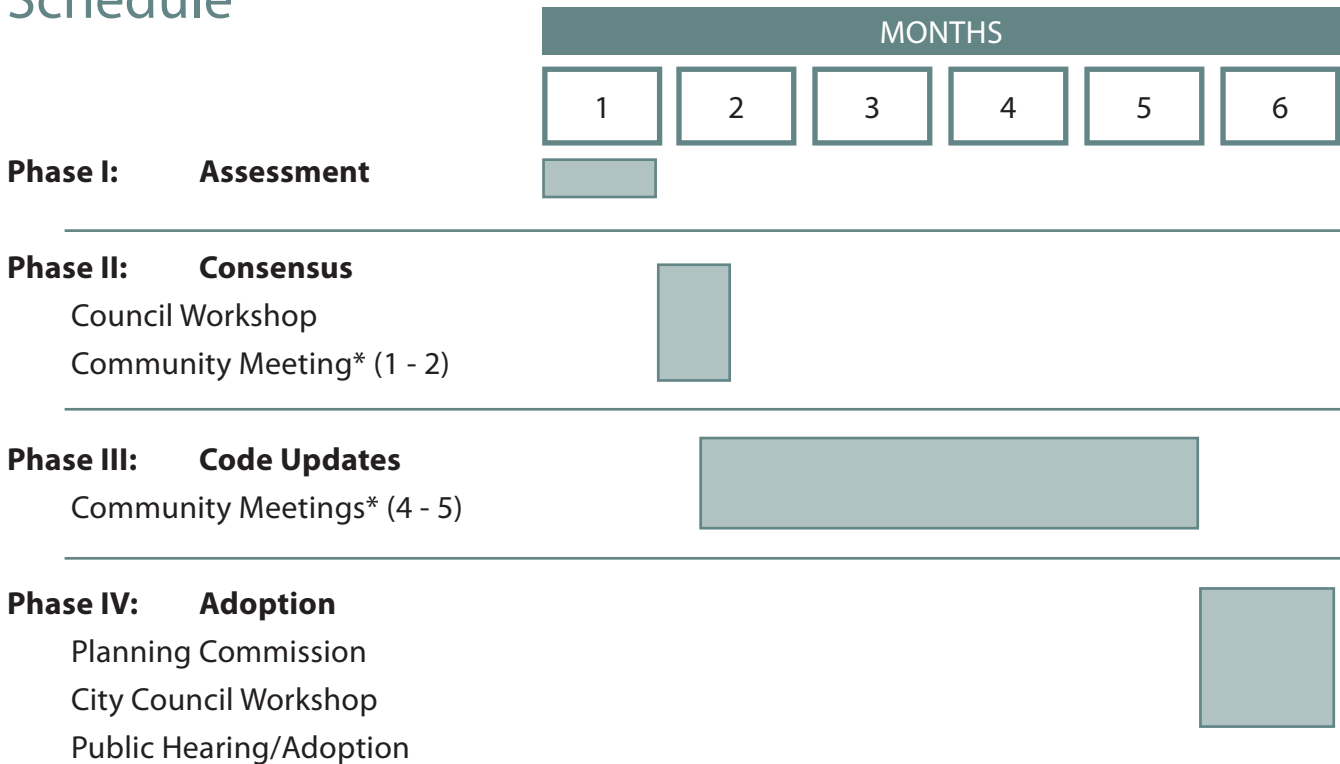
The Symbioscity Team will gather all comments and questions and discuss the appropriate response,

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)

ATTACHMENT E
PROPOSAL SHEET
RFP 2023-773
LAND DEVELOPMENT CODE

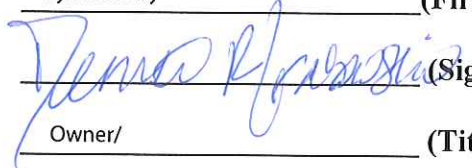
TOTAL PROJECT COST:

\$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)

File Attachments for Item:

8. Third Amendment Fort and Van Horne Water Tower Temporary for Verizon Mobile

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement is being made this _____ day of _____, _____ between City of Tybee Island, Georgia, with an address of 403 Butler Ave., Tybee Island, GA 31328 hereinafter called "LICENSOR," and Cellco Partnership d/b/a Verizon Wireless, with a principal mailing address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called "LICENSEE."

WHEREAS, LICENSOR and LICENSEE entered into that certain Agreement dated August 27, 2020, as amended, (the "Agreement") whereby LICENSOR licensed to LICENSEE a portion of the Property located at corner of Van Horne & Old Fort Road, Tybee Island, GA 31328 ("Premises"), as more particularly described on Exhibit A attached to the Agreement; and

WHEREAS, LICENSOR and LICENSEE have agreed to extend the Term of the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of the Premises and intending to be legally bound hereby, LICENSOR and LICENSEE agree to the following changes and modifications to the Agreement.

1. Section 2 of the Agreement is hereby amended to reflect that, beginning on August 28, 2023, the Agreement shall be extended for 1 additional term of 6 months ("Initial Renewal Term"). Upon expiration of the Initial Renewal Term, LICENSEE shall have the right to extend this Agreement for 1 additional term of 6 months ("Additional Renewal Term"). Unless LICENSEE notifies LICENSOR of its intention not to exercise its option to renew the Agreement for the Additional Renewal Term, the Additional Renewal Term shall automatically be exercised without notice or any other action of any kind by LICENSEE.

2. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this Amendment, the terms and provisions of this Amendment shall control. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

3. At the conclusion of the project involving repairs to the city water tank, Verizon will promptly return its equipment to the water tank and remove its equipment from the space identified in the Agreement dated August 27, 2020, as amended. The city (Licensor) may give notice of termination of the Agreement upon 60 days written notice to License following completion of the project and License will remove all of its equipment and improvements and restore the Property to its original condition, normal wear and tear accepted.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of Tybee Island, Georgia

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

Cellco Partnership
d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

File Attachments for Item:

10. First and Second Reading: 2023-26 Sec 2-36 Compensation Change, Mayor and Council

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:

11. Tracy O'Connell: Thomas Harmon, 43 Van Horne Avenue, STR Permit



CITY OF TYBEE ISLAND

REC#: 00915325 4/19/2021 10:18 AM
TRAN: 3.0000 Building Permits
OPER: AP TERM: 001
REF#: 101

CITY OF TYBEE ISLAND

TENDERED: 7,940.75 1 CHECK(S)
APPLIED: 7,940.75
CHANGE: 0.00

BUILDING PERMIT

DATE ISSUED: 02-26-2021

PERMIT #: 210117

WORK DESCRIPTION
WORK LOCATION

NEW SINGLE FAMILY HOME
4 VAN HORN

OWNER NAME
ADDRESS
CITY, ST, ZIP
PHONE NUMBER

THOMAS HARMON
43 VAN HORNE AVE
TYBEE ISLAND GA 31328-9726

CONTRACTOR NAME
ADDRESS
CITY STATE ZIP

DIVERSIFIED DESIGNS
11 JONES AVE
TYBEE ISLAND GA 31328

FLOOD ZONE
BUILDING VALUATION
SQUARE FOOTAGE
OCCUPANCY TYPE
TOTAL FEES CHARGED
PROPERTY IDENTIFICATION #

P
\$ 7,940.75

PROJECT VALUATION

\$232,700.00

TOTAL BALANCE DUE:

\$7,940.75

It is understood that if this permit is granted the builder will at all times comply with the zoning, subdivision, flood control, building, fire, soil and sedimentation, wetlands, marshlands protection and shore protection ordinances and codes whether local, state or federal, including all environmental laws and regulations when applicable, subsequent owners should be informed that any alterations to the property must be approved by the issuance of another building permit. Permit holder agrees to hold the City of Tybee Island harmless on any construction covered by this permit.

This permit must be posted in a conspicuous location in the front of building and protected from the weather. If this permit is not posted work will be stopped. The building contractor will replace curb paving and gutter broken during construction. This permit will be voided unless work has begun within six months of the date of issuance.

Signature of Building Inspector or Authorized Agent:

P. O. Box 2749 - 403 Butler Avenue, Tybee Island, Georgia 31328
(912) 786-4573 - FAX (912) 786-9539
www.cityoftybee.org



CITY OF TYBEE ISLAND

CERTIFICATE OF OCCUPANCY

DATE COMPLETED: 02/23/2023

This Certificate issued pursuant to the requirements of the Standard Building Code Certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use.

PERMIT #: 210117

CONTACT NAME: THOMAS HARMON

CONTACT ADDRESS: 43 VAN HORNE AVE
TYBEE ISLAND GA 31328-9726

PROPERTY ADDRESS: 4 VAN HORN

APPROVED BY: _____

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

Date of this notice: 07-11-2023

Employer Identification Number:
93-2315764

Form: SS-4

Number of this notice: CP 575 B

BREEZY WEEZY LLC
THOMAS C HARMON MBR
106 S SHEFTALL CIR
SAVANNAH, GA 31410

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2315764. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BREE. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 07-11-2023
EMPLOYER IDENTIFICATION NUMBER: 93-2315764
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
██

BREEZY WEEZY LLC
THOMAS C HARMON MBR
106 S SHEFTALL CIR
SAVANNAH, GA 31410

**Limited Liability Company Agreement of
Breezy Weezy LLC
A Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Breezy Weezy LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Breezy Weezy LLC, a Member-managed Georgia limited liability company (the "Company") formed under and pursuant to Georgia law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Georgia law absent such a provision, this Agreement, to the extent permitted under Georgia law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

106 S Sheftall Cir, Savannah, Georgia 31410, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Thomas Christopher Harmon. The Agent's registered office is 106 S Sheftall Cir, Savannah, Georgia 31410. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Georgia Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

Breezy Weezy LLC will own and operate an ocean front beach house short term rental property located at 4 Van Horne Ave, Tybee Island, GA.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Georgia law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Georgia. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Georgia law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Georgia law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Thomas Christopher Harmon, 50%

Kathy Karol Harmon, 50%

- B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

- C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Georgia law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

- D. Death, Incompetency, Resignation or Termination of a Member. Should a Member die, that member's share of the LLC shall be passed on to the surviving member in accordance with the deceased member's will.

E. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

F. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Georgia limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

G. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Georgia.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.

4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.

 - ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.

 - iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

H. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

I. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

J. Members as Agents. All Members are agents of the Company for the purpose of its business. An

act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued on a quarterly basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-Corporation or a Partnership at any time.

VI. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Georgia shall have been canceled in the manner required by Georgia law.

- E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

- G. Notice to Georgia Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Georgia and any other appropriate state or federal

authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VII. Exculpation and Indemnification.

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

IX. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Georgia.

X. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XI. General Provisions.

- A. **Notices.** All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

- B. **Number of Days.** In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided,

however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Georgia (without regard to conflicts of law principles thereof).

- G. Application of Georgia Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Georgia law.

- H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Georgia law.

- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of July 05, 2022.

By: Thomas C. Harmon

Thomas Christopher Harmon

Date: 07/10/2023

By: Kathy Karol Harmon

Kathy Karol Harmon

Date: 07/10/2023

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Breezy Weezy LLC are as follows:

Thomas Christopher Harmon
Contribution:
Cash: \$425,000.00

Kathy Karol Harmon
Contribution:
Cash: \$425,000.00

(6) To prepare, execute, and file income and other tax returns, or other governmental reports, applications, requests and documents.

(7) To apply for, claim, initiate and prosecute any action that may be necessary to collect any pensions, benefits or gratuities of any kind to which I am or may hereafter become entitled from any Federal, State, County, City, or other governmental agency, public or private institution, corporation, firm or individual by reason of age, length of service, disability or other fact or condition.

(8) To act as my attorney or proxy in respect to any stocks, shares, bonds, or other investments, rights or interests I may now or hereafter hold.

(9) To make gifts of property of any kind, real or personal, tangible or intangible. Said attorneys in fact shall have the power to give property to himself, his estate, his creditors or to the creditors of his estate provided such gifts do not exceed during any calendar year the greater of: 1) \$5,000; or 2) five percent (5%) of the value of all property, or rights to property, that are included in my adjusted taxable estate for federal estate tax purposes. Said attorneys in fact shall not have the power to make gifts to any other person who holds my power of attorney for the purpose of receiving a reciprocal gift from such person.

(10) To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or any interest therein, on such terms and conditions, and under such covenants, as said attorneys in fact shall deem proper.

(11) To maintain, repair, improve, manage, insure, rent, lease, sell, convey, mortgage, encumber, pledge, hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, for me, on my behalf and in my name.

(12) To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf and in my name.

(13) To do and perform all and every act, deed, matter and thing whatsoever in and about my business, property and affairs as full and effectually to all intents and purposes as I might or could do in my own proper person if personally present; hereby ratifying all that my said attorney shall lawfully do, or cause to be done, by virtue of these presents.

(14) The rights, powers and authority herein granted to said attorneys in fact shall commence upon the execution hereof, and shall remain in full force and effect indefinitely until terminated by me by written revocation delivered to said attorney in fact; provided, however, that a revocation hereof shall not be effective against any person or entity which, without knowledge of such revocation, relied in good faith upon the recordation of this power of attorney in a public office until such revocation is recorded in such public office.

If any Agent named by me should die, resign, refuse to act or otherwise be unavailable, I name my niece, **KAY PHARIS** as successor Agent, and he/she shall have all of the powers originally conferred upon my Agent. Further, this Power of Attorney shall not be affected by any physical disability or mental incompetence hereafter suffered by me which renders me incapable of managing my own estate.

[Remainder of page blank]

L W W

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 4th day of January, 2008.

SIGNED, SEALED, AND DELIVERED)
This 4th day of January,)
2008 in Newton County, Georgia)
in the presence of:)

Michelle McDonald)
MICHELLE MCDONALD)

Louise W. White (L.S.))
LOUISE WHITE)

Teresa Thompson (L.S.))
Notary Public)



STRICKLAND & STRICKLAND, LLP
ATTORNEYS AT LAW
P.O. BOX 70
COVINGTON, GEORGIA 30015-0070
TELEPHONE (770) 786-5460
FACSIMILE (770) 786-5499

Return to: Cole, Fleming & Clark, P.C.
337 Commercial Drive, Ste. 500
Savannah, GA 31406

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

QUIT CLAIM DEED
RESERVING A LIFE ESTATE

THIS INDENTURE made and entered into this 29 day of June, 2012 between LOUISE WILSON WHITE, Party of the First Part, and THOMAS CHRISTOPHER HARMON, Party of the Second Part;

WITNESSETH:

THAT the said Party of the First Part, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable considerations to it in hand paid by the said Party of the Second Part, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has remised, released and quit claimed, and by these presents does remise, release and quit claim unto the said Party of the Second Part, its successors and assigns, all of her right, title and interest in , **SUBJECT HOWEVER TO A LIFE ESTATE, WHICH GRANTOR SPECIFICALLY RESERVES UNTO HERSELF, FOR AND DURING HER LIFE**, the following described property, to-wit:

ALL those certain lots, tracts or parcels of land situate, lying and being in the Town of Savannah Beach, in Chatham County, Georgia, on the Island of Great Tybee, known and designated upon the Map or Plan of said Town of Savannah Beach, Chatham County, Georgia, and on a Map or Plat made in March 1946, by W. J. Lynch, Registered Engineer, for Fort Screven Development Company, which Map or Plat is recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in Subdivision Map Book "A", Page 94-A, et seq., as Lot Numbers One (1) and Two (2), of Block Twelve (12), Fort Screven Ward. All of which will more fully appear by reference to the above described Map or Plat which is hereby expressly made a part of this description. The improvements located thereon are known under the present system of house numbering in use in said Town as "House Number 68, Fort Screven".

TITLE NOT SEARCHED OR EXAMINED BY PREPARER

TOGETHER WITH ALL AND SINGULAR the buildings; dwellings, houses, outhouses, improvements, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever to the same, or any part thereof, **subject, however, to the above reserved LIFE ESTATE.**

TO HAVE AND TO HOLD the above described and conveyed property and premises free and clear of any claim or claims by the Party of the First Part, or any person or persons claiming under or through them.

IN WITNESS WHEREOF, the said Party of the First Part by and through her successors and assigns, has hereunto set her hand and seal, the day and year first above written.

Signed, sealed and delivered
Before me on this 29th
day of June, 2012.

Louise W. White
Louise Wilson White

Unofficial Witness

Kristen Faucette
Notary Public

My Commission Expires:



File Attachments for Item:

12. Tracy O'Connell: Joel Fobes Settlement

SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF CLAIMS

This Settlement Agreement and Full and Final Release of Claims (hereinafter referred to as "Agreement") is made and entered into this 7 day of July, 2023 between the Governing Authority of the City of Tybee Island ("City"), and Joel Fobes ("Employee") (hereinafter referred to as "the Parties to this Agreement" or "Parties").

WITNESSETH:

WHEREAS, Employee has been a long-time Officer for the City in multiple capacities, including as a Captain and Major; and

WHEREAS, the City has reorganized the police department resulting in the elimination of Employee's position and Employee's election for early retirement; and

WHEREAS, Employee is a participant in the City's GMEBS Defined Benefit Retirement Plan ("DB Plan"); and

WHEREAS, the City's DB Plan provides for Normal Retirement at age 65 with 5 years of Total Credited Service and for Alternative Normal Retirement for participants who are Firefighters and Police Officers who once they are at least 55 years of age and have at least 20 years of Total Credited Service; and

WHEREAS, Employee serves as the Major of the Tybee Island Police Department, is fifty-one (51) years of age, has twenty-five (25) years and eleven (11) months of Total Credited Service as of August 1, 2023, and is eligible for the DB Plan's Alternative Normal Retirement benefit; and

WHEREAS, Employee's years of service to the City have exceeded expectations and the City desires to give the Employee compensation as severance as well as additional Credited Service for the purpose of benefit calculation only.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein:

1. Recitals Incorporated: The Parties agree the Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth herein.

2. Severance Compensation: The City will pay Employee \$40,000.00, less customary and applicable withholdings and taxes for wages, as severance compensation.

3. Additional Credited Service: The City shall fund and arrange for five (5) years of Credited Service to be added to Employee's Total Credited Service for the purpose of attaining thirty (30) years and eleven (11) months of Total Credited Service under the City's DB Plan, as of August 1, 2023. This additional five (5) years of Credited Service is imputed service credit and will count solely for the purpose of calculating retirement benefits under the Plan. The Employee's benefit amount will be computed using the applicable benefit formula in the DB Plan and the Employee's Total Credited Service under the Plan, including the five (5) years of imputed service credit granted pursuant to this Agreement.

The Employee will not receive compensation associated with the additional five (5) years of imputed service credit he is being given pursuant to this Agreement. Earnings used to calculate Employee's Final Average Earnings under the Plan will be based on Employee's Earnings, as defined under the City's DB Plan, with the City as of his Termination Date. Employee's retirement benefits under the City's DB Plan will be subject to any applicable reduction under the DB Plan, including but not limited to a reduction to account for the retirement benefit option (i.e., Option B or Option C) elected by Employee.

4. Police Badge, Equipment and Credentials: The City will provide Employee with his retired City of Tybee island police badge and credentials. Employee will also retain his department-issued backup firearm but will execute an agreement transferring ownership to him as well as register with the proper authorities the gun under his ownership within ten (10) days of execution of this Agreement. Employee will also retain his headset.

5. Full and Final Release and Waiver: For and in consideration of the City's severance payment, grant of imputed service credit and provision of badge and gun

as described above, Employee for himself and his heirs, administrators, executors, successors, does hereby fully release, remise, acquit and forever discharge the City and its respective insurers, officers, directors, shareholders, agents, servants, successors, heirs, administrators, executors, attorneys, elected and appointed officials and assigns from any and all past, present or future claims relating to this matter, known and unknown, which Employee ever had, now has or which may hereafter accrue or otherwise be acquired, arising out of or relating in any way to the Employee's employment with the City, including without limitation, any and all claims against the City. The effect of this paragraph of the Agreement is intended to be a general release and waiver of all past, present or future claims, known and unknown, which have arisen or are now arising or may hereafter arise related to the City and its officers, directors, shareholders, servants, successors, heirs, administrators, executors, insurers, attorneys, agents, elected and appointed officials and assigns. No claims, whether known or unknown or suspected or unsuspected, are reserved by Employee, for himself or anyone who might claim by or through Employee. Employee expressly waives any and all defenses, rights and benefits which Employee may have or which may be derived from the provisions of applicable law which might otherwise limit the scope or extent of this Agreement. Employee further agrees that any damages that have been or may be claimed are fully satisfied by the consideration provided in this Agreement.

Employee acknowledges he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act ("ADEA"), and that the consideration given for the waiver and releases in this Agreement is in addition to anything of value to which he is already entitled. Employee further acknowledges being advised, as required by the ADEA, that: (a) his waiver and release does not apply to any rights or claims that arise after the date he signs this Agreement; (b) he should consult with an attorney prior to signing this Agreement (although he may choose voluntarily not to do so); (c) he has twenty-one (21) days to consider this Agreement (although he may choose voluntarily to sign it sooner); (d) he has seven (7) days following the date of signing this Agreement to revoke this Agreement (in a written revocation sent to Human Resources); and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after Employee signs this Agreement provided he does not revoke it.

6. Non-Disparaging Clause: Employee agrees that he will not make any comments that criticize, denigrate or disparage the City or any City employee.

7. Sole and Entire Agreement: It is expressly understood and agreed that this is a full, final and complete settlement, mutual release, and waiver as to, and between, the Parties to this Agreement regarding Employee's separation from employment, and that the terms of this Agreement may not be amended orally.

8. No Further Civil Action: The Parties to this Agreement agree that they will not hereafter commence any civil action or make any claim against each other arising out of or related to the claims released herein.

9. Counterparts: This Agreement may be executed in one or more counterparts, provided each Party to this Agreement shall sign at least one counterpart, and all such counterparts together will constitute one agreement binding on both of the Parties to this Agreement, notwithstanding that both parties are not signatories to the same counterpart.

10. Severability: If any Paragraph or part of this agreement is found void or unenforceable, the remainder of the Agreement shall not be affected by such a finding.

11. Advice of Counsel: The undersigned warrant that they have read this agreement and acknowledge that they have had the opportunity to consult with counsel of their choosing prior to execution, and affirm that no promise or representation of any kind has been made by or on behalf of the Parties hereby released except as specifically set forth herein.

12. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Georgia.

13. Agreement, Construction and Interpretation: The Parties agree that if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against any particular Party. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of the plural, or the singular, as the case may be throughout this Agreement, shall be construed to give this Agreement a broader meaning and scope, rather than a narrower one.

14. Legally Binding Agreement: Employee understands and acknowledges: (A) this is a legally binding Agreement that includes a full release of all claims; (B) that by signing this Agreement, he is hereafter barred from instituting claims against the City in the manner and to the extent set forth herein; and (C) that this Agreement is

final.

WE HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN IT.

This 7 day of July, 2023.



Joel Fobes
[Employee]

City of Tybee Island, Georgia

By: _____
Its: _____

Initial  / _____

STATE OF GEORGIA)
COUNTY OF CHATHAM)

BILL OF SALE AND TRANSFER OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that as part of the early retirement of Joel Fobes ("Fobes") from the City of Tybee Island Police Department ("City"), the City for valuable consideration, has bargained, sold and delivered, and by these presents does bargain, sell and deliver unto Fobes the following described property, to-wit:

Glock 43, serial number BDFB671

TO HAVE AND TO HOLD the said personal property above described, unto Fobes, his heirs, executors, administrators and assigns, to his only proper use, and benefit forever.

Fobes further agrees as part of this transfer of the above described gun that he will register the gun with all proper authorities or government agencies identifying himself as the owner within ten (10) days of the date of this agreement.

It is understood and acknowledged by the parties that this transfer of asset is being accomplished as part of, and collateral to, the early retirement and termination of employment of Fobes as set forth in the Settlement Agreement and Full of even date herewith.

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal this
7 day of July, 2023.



Joel Fobes
[Employee]

City of Tybee Island, Georgia

By: _____
Its: _____

File Attachments for Item:

13. William Moseley Settlement

**SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF CLAIMS**

This Settlement Agreement and Full and Final Release of Claims (hereinafter referred to as "Agreement") is made and entered into this 19 day of July, 2023 between the Governing Authority of the City of Tybee Island ("City"), and William Moseley ("Employee") (hereinafter referred to as "the Parties to this Agreement" or "Parties").

WITNESSETH:

WHEREAS, Employee, has been a long-time Officer for the City in multiple capacities, including as a Lieutenant, Police Captain and Major; and

WHEREAS, the City has reorganized the police department resulting in the elimination of Employee's position and Employee's election for early retirement; and

WHEREAS, Employee is a participant in the City's GMEBS Defined Benefit Retirement Plan ("DB Plan"); and

WHEREAS, the City's DB Plan provides for Normal Retirement at age 65 with 5 years of Total Credited Service and for Alternative Normal Retirement for participants who are Firefighters and Police Officers who once they are at least 55 years of age and have at least 20 years of Total Credited Service; and

WHEREAS, Employee serves as the Major of the Tybee Island Police Department, is fifty-two (52) years of age, has thirty-one (31) years and one (1) months of Total Credited Service as of August 1, 2023, and is eligible for the DB Plan's Alternative Normal Retirement benefit; and

WHEREAS, Employee's years of service to the City have exceeded expectations and the City desires to give the Employee compensation as severance as well as additional Credited Service for the purpose of benefit calculation only.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein:

1. Recitals Incorporated: The Parties agree the Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth herein.
2. Severance Compensation: The City will pay Employee \$40,000.00, less customary and applicable withholdings and taxes for wages, as severance compensation.
3. Additional Credited Service: The City shall fund and arrange for five (5) years of Credited Service to be added to Employee's Total Credited Service for the purpose of attaining thirty-six (36) years and one (1) months of Total Credited Service under the City's DB Plan, as of August 1, 2023. This additional five (5) years of Credited Service is imputed service credit and will count solely for the purpose of calculating retirement benefits under the Plan. The Employee's benefit amount will be computed using the applicable benefit formula in the DB Plan and the Employee's Total Credited Service under the Plan, including the five (5) years of imputed service credit granted pursuant to this Agreement.

The Employee will not receive compensation associated with the additional five (5) years of imputed service credit he is being given pursuant to this Agreement. Earnings used to calculate Employee's Final Average Earnings under the Plan will be based on Employee's Earnings, as defined under the City's DB Plan, with the City as of his Termination Date. Employee's retirement benefits under the City's DB Plan will be subject to any applicable reduction under the DB Plan, including but not limited to a reduction to account for the retirement benefit option (i.e., Option B or Option C) elected by Employee.

4. Police Badge, Gun and Credentials: The City will provide Employee with his retired City of Tybee island police badge and credentials. Employee will also retain his department-issued backup firearm but will execute an agreement transferring ownership to him as well as register with the proper authorities the gun under his ownership within ten (10) days of execution of this Agreement.
5. Full and Final Release and Waiver: For and in consideration of the City's severance payment, grant of imputed service credit and provision of badge and gun as described above, Employee for himself and his heirs, administrators, executors,

successors, does hereby fully release, remise, acquit and forever discharge the City and its respective insurers, officers, directors, shareholders, agents, servants, successors, heirs, administrators, executors, attorneys, elected and appointed officials and assigns from any and all past, present or future claims relating to this matter, known and unknown, which Employee ever had, now has or which may hereafter accrue or otherwise be acquired, arising out of or relating in any way to the Employee's employment with the City, including without limitation, any and all claims against the City. The effect of this paragraph of the Agreement is intended to be a general release and waiver of all past, present or future claims, known and unknown, which have arisen or are now arising or may hereafter arise related to the City and its officers, directors, shareholders, servants, successors, heirs, administrators, executors, insurers, attorneys, agents, elected and appointed officials and assigns. No claims, whether known or unknown or suspected or unsuspected, are reserved by Employee, for himself or anyone who might claim by or through Employee. Employee expressly waives any and all defenses, rights and benefits which Employee may have or which may be derived from the provisions of applicable law which might otherwise limit the scope or extent of this Agreement. Employee further agrees that any damages that have been or may be claimed are fully satisfied by the consideration provided in this Agreement.

Employee acknowledges he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act ("ADEA"), and that the consideration given for the waiver and releases in this Agreement is in addition to anything of value to which he is already entitled. Employee further acknowledges being advised, as required by the ADEA, that: (a) his waiver and release does not apply to any rights or claims that arise after the date he signs this Agreement; (b) he should consult with an attorney prior to signing this Agreement (although he may choose voluntarily not to do so); (c) he has twenty-one (21) days to consider this Agreement (although he may choose voluntarily to sign it sooner); (d) he has seven (7) days following the date of signing this Agreement to revoke this Agreement (in a written revocation sent to Human Resources); and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after Employee signs this Agreement provided he does not revoke it.

6. Non-Disparaging Clause: Employee agrees that he will not make any comments that criticize, denigrate or disparage the City or any City employee regarding anything that occurred prior to his execution of this agreement.

7. Sole and Entire Agreement: It is expressly understood and agreed that this is a full, final and complete settlement, mutual release, and waiver as to, and between, the Parties to this Agreement regarding Employee's separation from employment, and that the terms of this Agreement may not be amended orally.

8. No Further Civil Action: The Parties to this Agreement agree that they will not hereafter commence any civil action or make any claim against each other arising out of or related to the claims released herein.

9. Counterparts: This Agreement may be executed in one or more counterparts, provided each Party to this Agreement shall sign at least one counterpart, and all such counterparts together will constitute one agreement binding on both of the Parties to this Agreement, notwithstanding that both parties are not signatories to the same counterpart.

10. Severability: If any Paragraph or part of this agreement is found void or unenforceable, the remainder of the Agreement shall not be affected by such a finding.

11. Advice of Counsel: The undersigned warrant that they have read this agreement and acknowledge that they have had the opportunity to consult with counsel of their choosing prior to execution, and affirm that no promise or representation of any kind has been made by or on behalf of the Parties hereby released except as specifically set forth herein.

12. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Georgia.

13. Agreement, Construction and Interpretation: The Parties agree that if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against any particular Party. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of the plural, or the singular, as the case may be throughout this Agreement, shall be construed to give this Agreement a broader meaning and scope, rather than a narrower one.

14. Legally Binding Agreement: Employee understands and acknowledges: (A) this is a legally binding Agreement that includes a full release of all claims; (B)

that by signing this Agreement, he is hereafter barred from instituting claims against the City in the manner and to the extent set forth herein; and (C) that this Agreement is final.

WE HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN IT.

This 19 day of July, 2023.



William Moseley
[Employee]

City of Tybee Island, Georgia

By: _____
Its: _____

STATE OF GEORGIA)
COUNTY OF CHATHAM)

BILL OF SALE AND TRANSFER OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that as part of the early retirement of William Moseley ("Moseley") from the City of Tybee Island Police Department ("City"), the City for valuable consideration, has bargained, sold and delivered, and by these presents does bargain, sell and deliver unto Moseley the following described propeliy, to-wit:

Glock model 43 serial number BCMU736

TO HAVE AND TO HOLD the said personal propeliy above described, unto Moseley, his heirs, executors, administrators, and assigns, to his only proper use, and benefit forever.

Moseley further agrees as part of this transfer of the above described gun that he will register the gun with all proper authorities or government agencies identifying himself as the owner within ten (10) days of the date of this agreement.

It is understood and acknowledged by the patties that this transfer of asset is being accomplished as part of, and collateral to, the early retirement and termination of employment of Moseley as set forth in the Settlement Agreement and Full of even date herewith.

IN WITNESS WHEREOF, Seller has hereunto set his hand and seal this
19 day of July, 2023.



William Moseley
[Employee]

City of Tybee Island, Georgia

By: _____
Its: _____

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File Attachments for Item:

20. Planning Commission Minutes, July 17, 2023

PLANNING COMMISSION

Julie A. Livingston
Robert J. Matkowski
Elaine McGruder
S. Michelle Nooney
Whitley Reynolds
Marie Rodriguez
Anthony Turpin



CITY MANAGER
Shawn Gillen

COMMUNITY DEVELOPMENT DIRECTOR
George Shaw

CITY ATTORNEY
Edward M. Hughes

Planning Commission Meeting
MINUTES
July 17, 2023

Chair Whitley Reynolds called the July 17, 2023, Tybee Island Planning Commission meeting to order. Commissioners present were **Marie Rodriguez, Elaine McGruder, Julie Livingston, Robert Matkowski, Anthony Turpin** and **Michelle Nooney**.

Consideration of Minutes:

Chair Whitley Reynolds asked for consideration of the May 15, 2023, meeting minutes. **Julie Livingston** made a motion to approve. **Elaine McGruder** seconded. The vote to approve was unanimous.

Disclosures/Recusals:

Chair Whitley Reynolds asked if there were any Disclosures or Recusals. There were none.

Old Business:

Chair Whitley Reynolds asked if there was any old business. There was none.

New Business:

SITE PLAN: requesting office for A-Step Above construction, LLC -103 Butler Ave.- 40004 02004 -Zone C-2 -Tony Lord.

George Shaw stated the applicant would like to remodel the building on site for a new office and add a new storage, warehouse building. He also stated that the property is in the C-2 zone so this use is fine. The back half of the lot is split with the inland cottage character area. So as you're looking at the site plan the one thing you can consider is whether the development is of a scale and mass to be compatible and consistent with the character area. Staff recommends approval. **Bob Matkowski** asked about the status of the drainage. **George Shaw** stated our engineer, and the applicants engineer have a verbal agreement the concept is going to work. **Bob Matkowski** asked how pedestrian movement is going to be enhanced. **George Shaw** stated it's not hindering any pedestrian movement the sidewalk will stay. **Mark Boswell**, 103 Nassau Drive approached the planning commission and stated he will be the engineer of record and will answer any questions. He stated the building does not have to be thirty feet, the owner is willing to do fifteen or twenty. **Tony Lord**, 161 Ropemaker Lane approached the Planning Commission and stated we are in the best interest of Tybee and would welcome any recommendations. **Anthony Turpin** asked if he had experience with Allen's factory. **Tony Lord** stated he has three contenders for the building, and this is just a proposal templet for what he wants the building to look like. Elaine asked if fifteen- or twenty-foot height would be ok with him. **Tony Lord** stated we would certainly be willing to bring it down, maybe fourteen to fifteen feet would be a fair number. **Julie Livingston** asked if he foresees any traffic problems coming in and out of Butler Avenue. **Tony Lord** stated he does not see any traffic problems; his fleet consists of normal size trucks and there will be only one way in and one way out. **Anthony Turpin** asked Mark Boswell if he has taken into the account with the drainage plan. **Mark Boswell** stated yes it has. **Bob Matkowski** made a motion to continue until the drainage report is received. **Anthony Turpin** seconded.

Voting in favor were **Bob Matkowski** and **Anthony Turpin**. Voting against were **Marie Rodriguez, Michelle Nooney, Julie Livingston** and **Elaine McGruder**. Motion to continue failed 2-4.

Elaine McGruder made a motion to approve with a condition that the storage building be no higher than fifteen feet. **Michelle Nooney** seconded. Voting in favor were **Michelle Nooney, Elaine McGruder** and **Anthony Turpin**. Voting against were **Marie Rodriguez, Julie Livingston** and **Bob Matkowski**. Motion was tied 3-3. **Chair Whitley Reynolds** voted in favor. Motion to approve passed 4-3.

VARIANCE: requesting build fence two feet higher than eight foot allowance -1514 Lovell Ave.-40008 07001 -Zone C-1 -Judy & Andy Hughes.

George Shaw stated the applicants purchased a house that backs up to Nicki's 1979. They are asking for a taller fence than eight feet which is what our ordinance allows. Staff recommends approval.

Julie Livingston asked if there are any fences on this Island as high as ten or twelve feet Commercial or residential. **George Shaw** stated he does not know of any. **Michelle Nooney** asked if we approve of this could the design be a part of it. **George Shaw** stated yes, you can always make a suggestion. **Anthony Turpin** stated since there is a fence on the south side of the property that could be used as a guide for the height of this fence. **Bob Matkowski** stated yes that would be a good guide, so it does not exceed the fence on either side. **Andy Hughes, 502 Jackson Blvd.** stated we had numerous issues like cigarette butts and other items being tossed over the fence. We approached the owner of Nicki's about this and he was difficult to deal with. He put a screen on the top of the fence which stopped items coming over the fence. Then we looked into getting a copy of our plat and realized we owned six point nine feet of his back deck. We had a Lawyer send him a letter to remove his items from our property, which was two sheds and part of his deck. Now we want to put the new fence on our property line and want to do some sound proofing and more height to take care of any problems. **Julie Livingston** stated she does not see a hardship in this, but she does see an inconvenience. She also asked isn't it the property only not the surrounding area that constitutes the hardship. **George Shaw** stated he considered the hardship is the bar they have behind them and that is only specific to this property. **Julie Livingston** stated she is picturing this becoming an issue throughout the island. **Elaine McGruder** made a motion to approve with a condition that the fence be two feet higher than the eight-foot allowance. **Anthony Turpin** seconded. Voting in favor were **Elaine McGruder** and **Anthony Turpin**. Voting against were **Marie Rodriguez, Michelle Nooney, Julie Livingston** and **Bob Matkowski**. Motion to approve failed 2-4. **Anthony Turpin** made a motion to approve with a condition that the height of the fence to align with the fence on the southern side of property. **Elaine McGruder** seconded. Voting in favor were **Elaine McGruder, Bob Matkowski** and **Anthony Turpin**. Voting against were **Marie Rodriguez, Michelle Nooney** and **Julie Livingston**. Motion tied 3-3. **Chair Whitley Reynolds** voted in favor. Motion to approve passed 4-3. **George Shaw** went to measure the fence on the southern side and it was at ten feet.

Adjournment: 7:30pm
Lisa L. Schaaf