

**MAYOR**  
Shirley Sessions

**CITY COUNCIL**  
Barry Brown, Mayor Pro Tem  
Bill Garbett  
Jay Burke  
Nancy DeVetter  
Spec Hosti  
Monty Parks



**ACTING CITY MANAGER**  
Michelle Owens

**CLERK OF COUNCIL**  
Jan LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

### **AGENDA**

### **REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL**

### **December 14, 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. Employee of the Quarter: Cassidi Kendrick | Main Street/ Development Authority Director
2. 2023 Parade Winners Recognition
  - 1st River's End Campground
  - 2nd Girl Scout Troop 30107
  - 3rd Tybean Coffee & Art Bar

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

3. Minutes: City Council Meeting, November 9, 2023

#### Consideration of Boards, Commissions and Committee Appointments

4. Historic Preservation Commission: Approval of Marna Lewin to fill vacancy
5. Main Street Board Nominations

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

6. Pat Leiby: MLK Human Rights Organization - Upcoming Events
7. David Roberts: Administration of STR Ordinances
8. Nick Sears: Invalid and abandoned STR Permits

If there is anyone wishing to speak to anything on the agenda other than the Public Hearings, please come forward. Limit comments to 3 to 5 minutes.

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



## Consideration of Approval of Consent Agenda

### Public Hearings

9. Site Plan Review: 1401 Strand Avenue. Petitioner: Linchris Tybee Resort, LLC
10. Variance for setback of 12' instead of required 20'. 5 7th Street, Petitioner: Brent Watts

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

11. Agenda Request: 2024 Alcohol License Renewals
12. Agenda Request: 2024 Entertainment License Renewals
13. Agenda Request: Critz Tybee Run Fest 2024-Alcohol License: Beer and Wine  
-Special Event: February 2-3, 2024
14. Agenda Request: Calvin's Dawg House Bar & Grill-Entertainment and Alcohol License  
Request: Liquor/Beer/Wine-Sunday Sales-for consumption on premises only  
725 First St (Formerly Scofflaws of Tybee Island LLC dba Cockspur Grill)

## Consideration of Bids, Contracts, Agreements and Expenditures

15. ITB 2023-776, Tybee Marine Science Center Restrooms: Do not award
16. Eastern Excavating Agreement for Jaycee Park and Field Improvements
17. Flock Camera Agreement: Tybee Island Police Department
18. Infinity Solutions Agreement for IT
19. Approval of Greenline Architecture Proposal for Design Services for Community Safe  
Room. Funded by the City's FEMA Grant
20. Jaime Spear: Proposed Employee Performance Evaluation and Years of Service Plan

## Consideration of Ordinances, Resolutions

21. Resolution: Resolution of Donation of Property and Associated Documents
22. Resolution: Loan/Bond/ Bond/Validation materials

## Council, Officials and City Attorney Considerations and Comments

23. Jay Burke: Tybee City Credit Cards
24. Michelle Owens: Asphalt Paving

## Minutes of Boards and Committees

25. Planning Commission Minutes: November 20, 2023

## Executive Session

Discuss litigation, personnel and real estate

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

## Adjournment

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

**\*PLEASE NOTE:** Citizens wishing to speak on items listed on the agenda, other than public hearings, should do so during the citizens to be heard section. Citizens wishing to place items on the council

meeting agenda must submit an agenda request form to the City Clerk's office by Thursday at 5:00PM prior to the next scheduled meeting. Agenda request forms are available outside the Clerk's office at City Hall and at [www.cityoftybee.org](http://www.cityoftybee.org).



#### THE VISION OF THE CITY OF TYBEE ISLAND

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



#### THE MISSION OF THE CITY OF TYBEE ISLAND

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

**File Attachments for Item:**

3. Minutes: City Council Meeting, November 9, 2023

Mayor Sessions called the meeting to order at 6:30PM, November 9, 2023. Those in attendance were, Bill Garbett, 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.

### **Opening Ceremonies**

Call to Order

### **Swearing in – Two Year Candidate**

Jan LeViner, Clerk of Council swore in William Garbett, successful candidate for the two-year seat vacated by Brian West. Mayor Sessions congratulated Mr. Garbett and welcomed his back to Council. Councilman Garbett took his seat at the Diaz.

### **Opening Ceremonies (continued)**

Invocation: Jan LeViner, Clerk of Council  
Pledge of Allegiance

Mayor Sessions recognized all the candidates that ran for the recent municipal election and thanked them for their dedication to the City.

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

- Minutes, City Council Meeting, October 26, 2023
- Bernie's On Tybee, Inc. dba Bernie's Oyster House (New Owner), Alcohol License Request: Liquor/Beer/Wine-Sunday Sales, Entertainment License Request
- Agenda Request: Frozen Daiquiri LLC dba The Daiquiri Bar-Sunday Sales Request, DPH Food Service Permit, Health Report and Menu attached.
- Resolution: Local Technology Fee - Municipal Court

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

### **Public Hearings**

**Variance: 104 17th Street, stairway in the Setback. Zoning C1/SE. Applicant: Walt Freeman. George Shaw** approached Mayor and Council. Mr. Shaw stated the petitioner, Mr. Freeman, is requesting a second exit from the historic home that will run above the pool deck and exit into the rear setback of the townhome. Staff does not recommend approval and Planning Commission recommended denial, 3-1. **Mr. Freeman** approached Mayor and Council. Mr. Freeman stated he would like the exit look more usable. He continued to explain his intentions with the staircase. He stated this is an addition to the same building as there is an addition to the structure. Property is zoned C1 and his intention is to rejuvenate the corner and would be a better alternative than a spiral staircase and more usable. **Spec Hosti** made a motion to approve. Motion died for lack of a second. **Nancy DeVetter** made a motion to deny. **Bill Garbett** seconded. Voting in favor to deny was Bill Garbett, Monty Parks, Nancy DeVetter, Barry Brown and Jay Burke. Voting against was Spec Hosti. Motion to deny passed, 5-1.

**Variance: 18 Pulaski Street, enlarge porches into the front setback. Petitioner: Jenny Rutherford. WITHDRAWN BY PETITIONER.**

### **Consideration of Bids, Contracts, Agreements and Expenditures**

**ITB 2023-774 Asphalt Paving. Michelle Owens** answered Mayor pro tem Brown's concerns regarding waterline locations. He also asked if other projects could be bundled in with this project. She is asking for the opportunity for Staff to look as to why no bids were received. Ms. Owens stated this will be on the agenda for the December 14, 2023 City Council meeting. Mr. Hosti asked if this project is part of the \$3M Staff would like to borrow. Ms. Owens stated no. **Monty Parks** made a motion to table until December meeting when Staff will present. **Spec Hosti** seconded. Motion to table approved, 6-0.

**Award of ITB 2023-775: Jaycee Park and Field Improvements. Mr. Hosti** stated he has not seen the set of plans as of yet. **Michelle Owens** addressed Mr. Hosti's concern of not seeing the plans for the project. She continued the plans that are available are irrigation and landscaping which were not included with the bid but they had the option to go to Thomas and Hutton and see the drawings. The bid is landscaping, regrading, irrigation and sodding. Mr. Hughes stated the pavilion is not part of the bid. Mr. Parks stated this project is in the current budget. Ms. Owens stated only one bid was received and this could be due to larger projects in Chatham County. Mayor pro tem Brown expressed his concerns with only receiving one bid. Mr. Hosti would like to see a copy of the contract. Mr. Hughes confirmed. **Monty Parks** made a motion to approve and move forward with the bid received and authorize the Mayor to sign the appropriate contract once prepared. **Nancy DeVetter** seconded. Voting in favor were Bill Garbett, Nancy DeVetter and Monty Parks. Voting against were Barry Brown, Jay Burke and Spec Hosti. Mayor Sessions voted in the affirmative. Motion to approve, 4-3.

**Water/Sewer Utility Strategy - Next Steps. Ms. Owens** stated a workshop was held to discuss this item. Ms. Amerell has come back with an alternative to the original proposal so Staff can complete the crucial projects. Ms. Amerell approached Mayor and Council. She stated Staff is looking for direction based on the workshop. Originally, Staff was going to issue a Revenue Bond, \$7M, for projects that were in the budget. Staff has reviewed and proposed the City borrow \$3M to complete the crucial projects. The next step, she is recommending a 7% rate increase as of January 1, 2024, which is just to keep up with operating costs and does cover the \$3M debt the City is going to issue. She would also like to reach out to a finance consultant who can assist her and work with the City Manager and Public Works Director to work with Council to re-establish and update a Capital Improvement Plan. Mr. Parks stated a policy was to be develop; Fund Balance Policy and he would like to see that done. Next, he asked about a Resolution. Mr. Hughes confirmed a Resolution would be needed for the proposed loan. Mr. Garbett confirmed Ms. Amerell is asking Mayor and Council to approve. Ms. Amerell responded she would like approval to contact Ameris Bank to go forward with the \$3M debt issue and the Resolution would come back to Mayor and Council for approval. Then she is asking Mayor and Council to approve a 7% rate increase. Mr. Parks recommended have two motions rather than group them together. **Monty Parks** made a motion to have Staff move forward with a Resolution for the loan of \$3M and bring to the December 14, 2023 meeting for approval. **Nancy DeVetter** seconded. **Discussion: Mr. Hosti** asked Staff to research doing a LOST or SPLOST for funding for these projects. Mr. Hughes stated funds could be used for Infrastructure but does not feel LOST could be used, it would be tough way to raise significant funds. Voting in favor were Bill Garbett, Monty Parks, Nancy DeVetter, and Spec Hosti. Voting against was Barry Brown and Jay Burke. Motion to approve, 4-2. **Nancy DeVetter** made a motion to approve a 7% increase on water/sewer rates. **Spec Hosti** seconded. **Discussion: Mr. Garbett** stated he would like to see the five (5) years financial projections at 5% and 7% showing revenue and the amortization schedule. Voting in favor were Bill Garbett, Monty Parks, Nancy DeVetter, and Spec Hosti. Voting against were Barry Brown and Jay Burke. Motion to approve, 4-2.

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

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

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

Meeting adjourned at 8:20PM

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Janet LeViner, MMC  
Clerk of Council

**File Attachments for Item:**

4. Historic Preservation Commission: Approval of Marna Lewin to fill vacancy





# HISTORIC PRESERVATION COMMISSION

## APPLICATION

City of Tybee Island

P.O. Box 2749

403 Butler Ave.

Tybee Island, GA 31328

(912) 472-5103

Cassidi.Kendrick@cityoftybee.gov

Thank you for your interest in serving on the Historic Preservation Commission of the City of Tybee Island. To apply for a position on the commission, please complete the following application and submit to our office or via email to cassidi.kendrick@cityoftybee.gov. Applicants are encouraged to attend an HPC meeting as part of the application process.

Name: Margaret Lewin (Marna) Area(s) of Interest: Preservation of old  
 Address: 24 Taylor Ave buildings  
 Phone Number: 912-210-6609 Previous Experience: \_\_\_\_\_  
 Email Address: margaretlewin49@gmail.com

Why are you interested in joining the Historic Preservation Commission for the City of Tybee Island?

I value the role of history in teaching us important  
lessons to use to better our future

What do you believe is the most important aspect of the role that the Historic Preservation Commission plays for the community and the City?

I believe the most important role of the HPC is to  
work closely with the City of Tybee to preserve and maintain  
the historic structures of Tybee. Historical buildings should be  
maintained, refurbished or repurposed not destroyed

Explain your understanding of Historic Preservation specifically on Tybee Island.

Tybee Island has a great history dating back to the Indians,  
Spanish, Pirates, Military and African American presence  
and influence on Tybee Island. The HPC should collaborate  
with the City of Tybee to develop goals as they relate to preservation.

Please share any relevant knowledge or career experience you have that would be beneficial to the commission:

I am a member of the Tybee Historic Society and have  
collaborated with Sarah in researching information about  
the African presence on Tybee

Please check the following responsibilities that you can fulfill as a member of the Historic Preservation Commission:

- A Resident of Tybee Island
- Willing to serve a three year term
- Able to attend meetings on the second Monday of the month at 6:00 p.m.
- Willing to commit time outside of monthly meeting to work on HPC projects & initiatives
- Interested in education, history, architecture or the preservation of historic resources
- Aware that members of this commission shall not receive a salary, although they may be reimbursed for expenses

Margaret A Lewin  
Printed Name

Margaret A Lewin  
Signature

4/14/23  
Date

Item #4.

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**File Attachments for Item:**

5. Main Street Board Nominations



# City of Tybee Island

## **Memorandum**

To: City of Tybee Island Council Members

From: Cassidi Kendrick, Main Street/Downtown Development Director

Date: December 14, 2023

Re: Nominations for Main Street Board

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## **Background**

The Main Street Board of Directors has eleven members total, to include seven voting members and four ex-officio members. The current process for nominating new board members is outlined in the Main Street program guidelines.

## **Overview**

In October 2023, the Main Street Board appointed a nomination committee and publicly opened applications for the upcoming board vacancies. The application period closed on November 30th, 2023 and nine submissions were received. The nomination committee met in early December to review the submissions and send a recommendation to the current Main Street Board of Directors. The board approved the recommendation and is now sending the slate of names of voting member recommendations to the City Council for review and seeking approval.

## **Summary**

Voting Member Recommendations-

- Charissa Murray (January 2024 - December 2027)
- Ricardo Ochoa (January 2024 - December 2027)

Ex-Officio Member Recommendations-

- Tim Arnold (January 2024 - December 2025)
- Rachel Jones (January 2024 - December 2025)
- Robbyn Childs (January 2024 - December 2025)
- Ansley Howze (January 2024 - December 2025)

## **Recommended Next Steps**

Main Street is recommending approval of the above listed candidates for voting positions on the Main Street Board of Directors. The Ex-Officio members have been approved by the Current board per the powers listed in the By-Laws of the Tybee Island Development Authority/ Main Street Program for the City of Tybee.

# Main Street Board Application

City of Tybee Island  
P.O. Box 2749  
403 Butler Ave.  
Tybee Island, GA 31328  
(912) 472-5103  
Cassidi.Kendrick@cityoftybee.gov

Thank you for your interest in serving on the Main Street of the City of Tybee Island. To apply for a position on the board, please complete the following application and submit to our office or via email to [cassidi.kendrick@cityoftybee.gov](mailto:cassidi.kendrick@cityoftybee.gov). Applicants are encouraged to attend a Main Street meeting as part of the application process.

Name: Rachel Jones Area(s) of Interest: Shop Local, business development  
Address: 1012 Laurel Ave Tybee Historic Preservation  
Phone Number: 912-478-4225 Previous Experience: 20 years retail business.  
Email Address: RachelSeasideSweets@gmail.com Served on numerous boards  
and committees.

Why are you interested in joining the Main Street Program for the City of Tybee Island?

I am a Tybee resident and I own two businesses  
on Tybeison. Seaside Sweets & Rachel's Beach Bites.  
I have past and present experience that I believe I can be beneficial  
to the board.

What do you believe is the most important aspect of the role that the Main Street Program plays for the community and the City?

The most important role is to advance robust business districts  
that are safe, accessible and visitor friendly while protecting the  
community and Tybee's resources.

Explain your understanding of the Main Street Program specifically on Tybee Island.

The program is focused on economic development while  
balancing the "wants & needs" of all stakeholders including  
residents, business owners, visitors, historic preservation and  
city council.

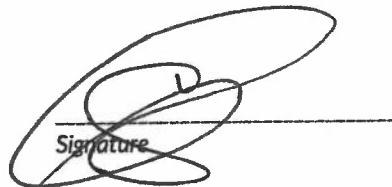
Please share any relevant knowledge or career experience you have that would be beneficial to the board:

Tybee business owner, Tybee resident, Marketing experience,  
process development, curriculum development, team building,  
chaos control, emergency preparedness

Please check the following responsibilities that you can fulfill as a member of the Main Street Program:

- A Resident of Tybee Island or affiliated with a Tybee Business/ Nonprofit Organization
- Willing to serve a three year term
- Able to attend meetings on the third Wednesday of the month at 4:00 p.m.
- Willing to commit time outside of monthly meeting to work on Main Street projects & initiatives
- Aware that members of this board shall not receive a salary, although they may be reimbursed for expenses

Rachel Jones  
Printed Name

  
Signature

11/29/23  
Date



# Main Street Board Application

City of Tybee Island  
P.O. Box 2749  
403 Butler Ave.  
Tybee Island, GA 31328  
(912) 472-5103  
Cassidi.Kendrick@cityoftybee.gov

Thank you for your interest in serving on the Main Street of the City of Tybee Island. To apply for a position on the board, please complete the following application and submit to our office or via email to cassidi.kendrick@cityoftybee.gov. Applicants are encouraged to attend a Main Street meeting as part of the application process.

Name: Ansley Howze  
Address: P.O. Box 826 Tybee Island, GA 31328  
Phone Number: 912-663-4630  
Email Address: ansleyhowze@gmail.com

Area(s) of Interest: Business Development & Growth; Marketing & Promotion  
Previous Experience: https://www.linkedin.com/in/ansleyhowze  
Experience serving on local and national boards for non-profit orgs.

### Why are you interested in joining the Main Street Program for the City of Tybee Island?

Supporting the initiatives of furthering economic development on Tybee for residents and visitors.

### What do you believe is the most important aspect of the role that the Main Street Program plays for the community and the City?

Supporting and executing a strategic plan for the city that supports economic growth through events, historic preservation, business development and promotion, etc.

### Explain your understanding of the Main Street Program specifically on Tybee Island.

Tybee Island's Main Street Program is a city and volunteer board effort that boosts the local economy while preserving the island's history. The efforts are focused on both local residents and visitors to the island.

### Please share any relevant knowledge or career experience you have that would be beneficial to the board:

I currently serve as Executive Director for the American Heart Association, overseeing fundraising, community health initiatives and marketing campaigns for Savannah/Hilton Head and Augusta/Aiken. I received my real estate license in 2016 and have sold homes and managed STVRs on the island at Georgia Real Estate & Management Co. I volunteer for the Junior League of Savannah as President Elect and in roles for the Association of Junior Leagues International, Kappa Alpha Theta, the National Panhellenic Conference, and Belmont University.

### Please check the following responsibilities that you can fulfill as a member of the Main Street Program:

- A Resident of Tybee Island or affiliated with a Tybee Business/ Nonprofit Organization
- Willing to serve a three year term
- Able to attend meetings on the third Wednesday of the month at 4:00 p.m.
- Willing to commit time outside of monthly meeting to work on Main Street projects & initiatives
- Aware that members of this board shall not receive a salary, although they may be reimbursed for expenses

Ansley Howze  
Printed Name

Ansley Howze  
Signature

11/11/2023  
Date



# Main Street Board Application

City of Tybee Island  
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403 Butler Ave.  
Tybee Island, GA 31328  
(912) 472-5103  
Cassidi.Kendrick@cityoftybee.gov

Thank you for your interest in serving on the Main Street of the City of Tybee Island. To apply for a position on the board, please complete the following application and submit to our office or via email to cassidi.kendrick@cityoftybee.gov. Applicants are encouraged to attend a Main Street meeting as part of the application process.

Name: Charissa Murray Area(s) of Interest: Promotions/Events  
Address: 2115 E 37th Street, Savannah, GA 31404  
Phone Number: 9125962164 Previous Experience: Previous Ex-Officio Member  
Email Address: charissa@tybeeisland.com

**Why are you interested in joining the Main Street Program for the City of Tybee Island?**  
I joined Main Street in Dec. of 2020 after being asked by several current members. I have enjoyed my time on the board and feel that my experience with marketing, events and design and my love for the island are all qualities that would be beneficial to the city and main street.

**What do you believe is the most important aspect of the role that the Main Street Program plays for the community and the City?**  
Connecting, communicating and working with the business community. Working to improve our business districts to better serve the community.

**Explain your understanding of the Main Street Program specifically on Tybee Island.**  
As it pertains to Tybee, Main Street serves as the voice of the business community as well as working on beautification and infrastructure projects, community events and outreach programs. All of which enhance the quality of life and work on the island.

**Please share any relevant knowledge or career experience you have that would be beneficial to the board:**  
As a child, I grew up on Tybee and have worked for my family's company, DeVivo Marketing, since 2008, where I am the marketing director for Discover Tybee, produce Where to Eat, and host and manage many local businesses' websites and social media. In addition to being the director of Tybee Island Pirate Fest, I am also the new board president of the non-profit Tybee Festival Association. I am also one of the founders of the Tybee Tour de Art. In addition to internet marketing, I am experienced in designing, coordinating, and producing events.

- Please check the following responsibilities that you can fulfill as a member of the Main Street Program:**
- A Resident of Tybee Island or affiliated with a Tybee Business/ Nonprofit Organization
  - Willing to serve a three year term
  - Able to attend meetings on the third Wednesday of the month at 4:00 p.m.
  - Willing to commit time outside of monthly meeting to work on Main Street projects & initiatives
  - Aware that members of this board shall not receive a salary, although they may be reimbursed for expenses

Charissa Murray  
Printed Name

Charissa Murray  
Signature

11/6/23  
Date



# Main Street Board Application

City of Tybee Island  
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403 Butler Ave.  
Tybee Island, GA 31328  
(912) 472-5103  
Cassidi.Kendrick@cityoftybee.gov

Thank you for your interest in serving on the Main Street of the City of Tybee Island. To apply for a position on the board, please complete the following application and submit to our office or via email to [cassidi.kendrick@cityoftybee.gov](mailto:cassidi.kendrick@cityoftybee.gov). Applicants are encouraged to attend a Main Street meeting as part of the application process.

Name: Harmony J. Longstreth Area(s) of Interest: Organization, Promotion, Economic Development  
Address: 4 N. Campbell Ave. Tybee Island  
Phone Number: (740) 404-5457 Previous Experience: Marketing & Communications  
Email Address: hlongstreth1@gmail.com

Why are you interested in joining the Main Street Program for the City of Tybee Island?

As a resident and a co-owner/operator of a business dependent on tourism, I respect the essential balance between community and economic interests. I would like to be involved with the Main Street Program's efforts of organizing and promoting cooperation between residents, businesses, and organizations with the objective to ensure preservation and celebration of Tybee's unique history while also balancing economic growth with a thriving community and a high quality of life.

What do you believe is the most important aspect of the role that the Main Street Program plays for the community and the City?

Tybee's Main Street Program should be locally driven while ensuring broad community engagement. Economic development should promote and preserve Tybee's unique historic character and natural assets.

Explain your understanding of the Main Street Program specifically on Tybee Island.

The Main Street Program on Tybee aims to promote economic growth and vitality in commercial districts while encouraging historic preservation and a strong sense of community. This is achieved by collaborating with local businesses and community members to leverage our unique assets.

Please share any relevant knowledge or career experience you have that would be beneficial to the board: co-own and operate a local business; career experience in marketing and media relations; experience as an independent content and copywriter; recent completion of grant writing course and a member of a local non-profit grant committee.

Please check the following responsibilities that you can fulfill as a member of the Main Street Program:

- A Resident of Tybee Island or affiliated with a Tybee Business/ Nonprofit Organization
- Willing to serve a three year term
- Able to attend meetings on the third Wednesday of the month at 4:00 p.m.
- Willing to commit time outside of monthly meeting to work on Main Street projects & initiatives
- Aware that members of this board shall not receive a salary, although they may be reimbursed for expenses

Harmony J. Longstreth

Printed Name

Signature

November 29, 2023

Date

Thank you for your interest in joining the Tybee Island Main Street board. We look forward to reviewing your application. For more information or Main Street related questions, please contact Cassidi Kendrick at [cassidi.kendrick@cityoftybee.org](mailto:cassidi.kendrick@cityoftybee.org).



# Main Street Board

## Application

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Name: RICARDO OCHOA Area(s) of Interest: ECONOMIC DEVELOPMENT, EVENT PRODUCTION  
Address: 12 ANDERSON CT.  
Phone Number: 912-596-1360 Previous Experience: CONCERT PRODUCTION & PROMOTION, BUSINESS MANAGEMENT.  
Email Address: SAVANNAHRICARDO@GMAIL.COM

Why are you interested in joining the Main Street Program for the City of Tybee Island?  
AS NOT ONLY OWNER OF TWO TYBEE BUSINESSES BUT ALSO A FULL-TIME RESIDENT, I STRONGLY BELIEVE IN HELPING TO INCREASE YEAR-ROUND ECONOMIC STABILITY FOR THE ISLAND. I WOULD ASSIST IN FURTHER DEVELOPING IDEAS TO BRING AN INFUX OF VISITORS & NEW BUSINESSES THAT WILL KEEP THE LIVELIHOOD OF TYBEE GOING STRONG BEYOND HIGH SEASON MONTHS.

What do you believe is the most important aspect of the role that the Main Street Program plays for the community and the City?  
LIAISON BETWEEN BUSINESSES & THE GENERAL COMMUNITY, ENSURING THAT BOTH VOICES ARE NOT ONLY HEARD BUT ALSO JOIN TOGETHER. IT IS ESSENTIAL FOR THE CITY, RESIDENTS, AND BUSINESS OWNERS TO LISTEN TO ONE ANOTHER AND JOIN FORCES FOR THE COMMON GOOD OF THE ISLAND

Explain your understanding of the Main Street Program specifically on Tybee Island.  
THROUGH PROGRAMS SUCH AS EVENT PRODUCTION, THE M.S. ORGANIZATION HELPS ECONOMIC DEVELOPMENT FOR BUSINESSES WHILE AT THE SAME TIME MAKING SURE THAT RESIDENTS ARE RESPECTED.

Please share any relevant knowledge or career experience you have that would be beneficial to the board:  
OWNER OF TWO TYBEE BUSINESSES; PRODUCTION HUNGER OF THE SAVANNAH MUSIC FESTIVAL (PREVIOUS). PRINCIPAL 2ND VIOLIN SECTION & INVOLVED IN EXECUTIVE DECISIONS & LIAISON WITH DONORS. OWNER OF FIVE MUSIC BOOKING AGENCY IN SAVANNAH & BEYOND.

- Please check the following responsibilities that you can fulfill as a member of the Main Street Program:
- A Resident of Tybee Island or affiliated with a Tybee Business/ Nonprofit Organization
  - Willing to serve a three year term
  - Able to attend meetings on the third Wednesday of the month at 4:00 p.m.
  - Willing to commit time outside of monthly meeting to work on Main Street projects & initiatives
  - Aware that members of this board shall not receive a salary, although they may be reimbursed for expenses

RICARDO OCHOA  
Printed Name  
[Signature]  
Signature  
11/30/23  
Date





Main Street Board Application

City of Tybee Island
P.O. Box 2749
403 Butler Ave.
Tybee Island, GA 31328
(912) 472-5103
Cassidi.Kendrick@cityoftybee.gov

Thank you for your interest in serving on the Main Street of the City of Tybee Island. To apply for a position on the board, please complete the following application and submit to our office or via email to cassidi.kendrick@cityoftybee.gov. Applicants are encouraged to attend a Main Street meeting as part of the application process.

Name: RON RIMAWI
Address: 1207 LOVELL AVE
Phone Number: 470-519-8118
Email Address: ronrimawi@outlook.com
Area(s) of Interest: Helping improve Tybee experience
Previous Experience: Business owner for 30 years, degreed engineer, property owner on Tybee since 2009.

Why are you interested in joining the Main Street Program for the City of Tybee Island?
Add my time and skills to help Main Street Tybee achieve its goals.
Improve experience on Island for residence and visitors.
Improve property values.

What do you believe is the most important aspect of the role that the Main Street Program plays for the community and the City?
Catalyst to community/city's overall experience for life on the Island for residence + visitors. Increase awareness of Tybee to rest of the nation/world.

Explain your understanding of the Main Street Program specifically on Tybee Island.
Work to assist city to achieve its goals through providing additional manpower to the causes.

Please share any relevant knowledge or career experience you have that would be beneficial to the board:
Construction Knowledge
Financial experience and skills
Business ownership
Property ownership on Tybee
Interests in preserving Tybee

- Please check the following responsibilities that you can fulfill as a member of the Main Street Program:
[A] A Resident of Tybee Island or affiliated with a Tybee Business/ Nonprofit Organization
[W] Willing to serve a three year term
[A] Able to attend meetings on the third Wednesday of the month at 4:00 p.m.
[W] Willing to commit time outside of monthly meeting to work on Main Street projects & initiatives
[A] Aware that members of this board shall not receive a salary, although they may be reimbursed for expenses

RON RIMAWI
Signature
Date 11/22/23



# Main Street Board Application

City of Tybee Island  
P.O. Box 2749  
403 Butler Ave.  
Tybee Island, GA 31328  
(912) 472-5103  
Cassidi.Kendrick@cityoftybee.gov

Thank you for your interest in serving on the Main Street of the City of Tybee Island. To apply for a position on the board, please complete the following application and submit to our office or via email to cassidi.kendrick@cityoftybee.gov. Applicants are encouraged to attend a Main Street meeting as part of the application process.

Name: TIM ARNOLD Area(s) of Interest: SUSTAINABLE BUSINESSES  
Address: 20 NAYLOR AVE, TI  
Phone Number: 912-321-4954 Previous Experience: MAIN ST BOARD '17-19  
Email Address: TIM4TYBEE@GMAIL.COM

Why are you interested in joining the Main Street Program for the City of Tybee Island?  
I BELIEVE A THRIVING BUSINESS COMMUNITY IS ESSENTIAL FOR THE QUALITY OF LIFE OF ALL RESIDENTS AND ENHANCES THE VISITOR EXPERIENCE

What do you believe is the most important aspect of the role that the Main Street Program plays for the community and the City?  
TO ENCOURAGE, SUPPORT, AND RECOGNIZE RESPONSIBLE BUSINESS OWNERS & EMPLOYEES

Explain your understanding of the Main Street Program specifically on Tybee Island.  
THE MAIN ST. PROGRAM ORGANIZES THE CITY'S APPROACH TO ENCOURAGE ECONOMIC DEVELOPMENT IN BALANCE WITH PRESERVING TYBEE'S UNIQUE ASSETS, INCLUDING A HEALTHY ENVIRONMENT

Please share any relevant knowledge or career experience you have that would be beneficial to the board:  
I HAVE PREVIOUSLY SERVED ON THE MAIN ST BOARD AND ORC. I RUN A NON-PROFIT THAT WORKS CLOSELY WITH MANY TYBEE BUSINESSES IN THE AREA(S) OF BEACH CLEANING, RECYCLING, AND SUSTAINABILITY

- Please check the following responsibilities that you can fulfill as a member of the Main Street Program:
- A Resident of Tybee Island or affiliated with a Tybee Business/ Nonprofit Organization
  - Willing to serve a three year term
  - Able to attend meetings on the third Wednesday of the month at 4:00 p.m.
  - Willing to commit time outside of monthly meeting to work on Main Street projects & initiatives
  - Aware that members of this board shall not receive a salary, although they may be reimbursed for expenses
- (E.G., TURTLE-FRIENDLY RESID.)

TIMOTHY ARNOLD  
Printed Name

Timothy Arnold  
Signature

11-30-2023  
Date



# Main Street Board Application

City of Tybee Island  
P.O. Box 2749  
403 Butler Ave.  
Tybee Island, GA 31328  
(912) 472-5103  
Cassidi.Kendrick@cityoftybee.gov

Thank you for your interest in serving on the Main Street of the City of Tybee Island. To apply for a position on the board, please complete the following application and submit to our office or via email to cassidi.kendrick@cityoftybee.gov. Applicants are encouraged to attend a Main Street meeting as part of the application process.

Name: Robbyn Childs Area(s) of Interest: main street Program  
Address: 11 Dockside Dr  
Phone Number: (765) 210-9378 (912) 891-7482 Previous Experience: \_\_\_\_\_  
Email Address: Tidesoftime.tybee@gmail

Why are you interested in joining the Main Street Program for the City of Tybee Island?

I fell in love with Tybee the moment I stepped on the Island. Although I had to move off the Island, I still work and I opened a business on the Island. I have a huge interest in the community development historic preservation and economic revitalization for a vibrant & prosperous Tybee.

What do you believe is the most important aspect of the role that the Main Street Program plays for the community and the City?

I think through initiatives, such as historic preservation, small business support, community events, and beautification efforts, the Main Street Program helps maintain and enhance the unique character that is Tybee Island.

Explain your understanding of the Main Street Program specifically on Tybee Island.

The main street Program works to enhance Tybee Island through initiatives like historic preservation, economic development, promotion of local businesses and community development.

Please share any relevant knowledge or career experience you have that would be beneficial to the board:

Besides working and owning a business on Tybee, my previous background was working at Columbus state University in HR. my job was to organize events such as lunch & learns for employees as well as other events for employees.

Please check the following responsibilities that you can fulfill as a member of the Main Street Program:

- A Resident of Tybee Island or affiliated with a Tybee Business/ Nonprofit Organization
- Willing to serve a three year term
- Able to attend meetings on the third Wednesday of the month at 4:00 p.m.
- Willing to commit time outside of monthly meeting to work on Main Street projects & initiatives
- Aware that members of this board shall not receive a salary, although they may be reimbursed for expenses

Robbyn Childs  
Printed Name

[Signature]  
Signature

11/28/23  
Date

## Main Street Application

Susan Kelleher

12 Bright St. Tybee

912-661-3838

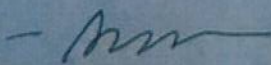
tybeeseasidesue@aol.com

Design

on Board past 4 years

- 1) I would like to continue our work in the upgrading of Tybosa St.
- 2) Mainstreet is vital in community outreach!
- 3) engagement. It is a necessary component in our city government for the benefit of our businesses, & tourists: guests, & Residents.
- 4) I like to thank my contribution to the board as a working business owner able to connect to city government & outside resources enabling projects & ideas to move forward in a timely manner for the benefit of our community.

checking responsibilities - check all 5 lines!

Susan Kelleher -  11/30/2023

**File Attachments for Item:**

6. Pat Leiby: MLK Human Rights Organization - Upcoming Events

**MAYOR**  
Shirley Sessions

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



**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

### **City Council Agenda Item Request**

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

Council Meeting Date for Request: 12/14/2023

Item: Upcoming events for Tybee MLK Human Rights Organization

Paper Work:          Attached\*  
         Audio/Video Presentation\*\*

\* **Electronic submissions are requested by not required. Please email to [jleviner@cityoftybee.org](mailto:jleviner@cityoftybee.org).**

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

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

Submitted by: Pat Leiby, Tybee MLK Human Rights Organization

Phone / Email: 301.305.6502; pat@southmountaintitle.com

Comments: \_\_\_\_\_

Date given to Clerk of Council: 12/5/2023

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

Item #6.



**File Attachments for Item:**

7. David Roberts: Administration of STR Ordinances

**MAYOR**  
Shirley Sessions

**CITY COUNCIL**  
Barry Brown, Mayor Pro Tem  
Jay Burke  
Nancy DeVetter  
Spec Hosti  
Monty Parks  
Bill Garbett



**CITY MANAGER**  
Michelle Owens

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

### **City Council Agenda Item Request**

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

Council Meeting Date for Request: December 14, 2023

Item: Administration of STR ordinances

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Paper Work:             Attached\*  
                               Audio/Video Presentation\*\*

\* **Electronic submissions are requested by not required. Please email to [jleviner@cityoftybee.org](mailto:jleviner@cityoftybee.org).**

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

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

Submitted by: David A. Roberts

Phone / Email: [davidroberts@constructiondocument.com](mailto:davidroberts@constructiondocument.com) (404)625-9424

Comments: \_\_\_\_\_

\_\_\_\_\_

Date given to Clerk of Council \_\_\_\_\_

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

Item #7.





**File Attachments for Item:**

8. Nick Sears: Invalid and abandoned STR Permits

MAYOR  
Shirley Sessions

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



CITY MANAGER  
Shawn Gillen

CLERK OF COUNCIL  
Janet LeViner

CITY ATTORNEY  
Edward M. Hughes

### CITY OF TYBEE ISLAND

#### City Council Agenda Item Request

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

Council Meeting Date for Request: 12/14/23

Item: Invalid + abandoned STR permits in the Residential zone

Explanation: As many as 100 STR permits were not eligible for renewal in 2023 and other STR permits were abandoned due to NOT having conducted 90 days of short term rentals for the 12 months preceding May 1, 2023

Paper Work:  Attached\*  
 Audio/Video Presentation\*\*

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

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

Submitted by: Nick Sears

Phone / Email: 404 593 6988 searsnick165912@gmail.com

Comments: \_\_\_\_\_

Date given to Clerk of Council \_\_\_\_\_

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



**File Attachments for Item:**

9. Site Plan Review: 1401 Strand Avenue. Petitioner: Linchris Tybee Resort, LLC



# STAFF REPORT

PLANNING COMMISSION MEETING: November 20, 2023

CITY COUNCIL MEETING: December 14, 2023

LOCATION: 1401 Strand Ave.

PIN: 40008 02016

APPLICANT: FB Marino, LLC DBA Hydrotech

OWNER: Linchris Tybee Resort, LLC

EXISTING USE: Hotel

PROPOSED USE: Accessory to hotel

ZONING: C-1

PROPOSED ZONING: C-1

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: The Strand/Historic Downtown District

APPLICATION: Site plan review

PROPOSAL: The applicant requests site plan approval to add a splash pad, a recreational water feature without standing water.

ANALYSIS: Hotel Tybee has a large underutilized area near their office and one of their pools. This area in the southwest portion of their property is where the splash pad would be located. The facility would not be open to the public, just an additional amenity for their guests. Therefore, no additional parking will be required. There is an existing restroom in the registration office building that currently serves the adjoining pool and would also serve the splash pad. Our engineer is confident that the drainage plan will be simple.

The Comprehensive Plan describes the Strand/Historic Downtown District in which it lies as follows:

*This area functions as the traditional Main Street of Tybee Island. The mix of uses includes shopping, restaurant, hotels/lodging, museums/public education, pavilion, and public parking.*

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

	aesthetics	
8.	Preserve/retain buildings that can house small businesses.	N/A

**STAFF FINDING**

The site change is an additional amenity for the hotel guests. There will be no impact on neighboring properties. Staff recommends approval

*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**

22023-0601

Fee  
Commercial \$500  
Residential \$250

Applicant's Name FB Marino LLC DBA Hydrotech

Address and location of subject property 1401 Strand Tybee Island

PIN 40008 02016 Applicant's Telephone Number 781-848-7727

Applicant's Mailing Address 11 Hancock St. Brewster MA 02184

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

Build a SPLASH PAD

Property Owner's Name Brett Coehr Telephone Number 912 712 7500

Property Owner's Address 1401 Strand / BCoehr@linchris.com

Is Applicant the Property Owner?  Yes  No

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

If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached hereto.  Yes

Current Zoning of Property C1/SE Current Use \_\_\_\_\_

Names and addresses of all adjacent property owners are attached:  Yes

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

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

Michael Valeri 8-14-23  
Signature of Applicant Date

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

Fee Amount \$ 500.00 Check Number 15653 Date 10/23/23

City Official [Signature]

NOTE: This application must be accompanied by following information:

- 8 copies, no smaller than 11 x 17, of the proposed site plan and architectural renderings.
- NA 8 copies, no smaller than 11 x 17, of the engineered drainage and infrastructure plan.
- NA 8 copies, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping plan.
- Disclosure of Campaign Contributions

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

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

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

  
Signature of Applicant

11/1/23  
Date

8/15/2023



## 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 \_\_\_\_\_

Printed Name   Brett Leehr  

Date   10/24/23



**Most Current Owner**

Current Owner	Co-Owner	Care Of	Mailing Address
LINCHRIS TYBEE RESORT, LLC			225 WATER STREET SUITE A-125 PLYMOUTH MA 02360

**Digest Owner (January 1)**

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
LINCHRIS TYBEE RESORT, LLC		225 WATER STREET SUITE A-125 PLYMOUTH MA				02360

**Parcel**

Status	ACTIVE
Parcel ID	40008 02016
Category Code	595 - Hotel, Limited Service
Bill #	3021863
Address	0 BUTLER AVE
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20500.00 - T500 TYBEE TO BULL R
Total Units	
Zoning	C-1/SE
Class	C3 - Commercial Lots
Appeal Status	

**Legal Description**

Legal Description	LOT 3 RECOMBINATION OF LOTS 2, 3, & A THRU C SUB OF BEACH LOTS 85 - 90 WARD 4 TYBEE PRB 41P 73 1.33ac
Deed Book	2880
Deed Page	0477

**Inspection**

Inspection Date	Reviewer ID
08/12/2021	SMSCOTT
04/12/2019	JCRAWFORD
04/28/2016	ALCUMMIN
11/21/2013	VMMCCUEN
01/26/2011	LALOWRIM

Item #9.

**Appraised Values**

Tax Year	Land	Building	Appraised Total	Reason
2023	2,642,700	53,500	2,696,200	APPEAL DECISION
2022	2,642,700	53,500	2,696,200	APPEAL DECISION
2021	2,642,700	53,500	2,696,200	APPEAL DECISION
2020	2,642,700	53,500	2,696,200	APPEAL DECISION
2019	2,642,700	53,500	2,696,200	APPEAL DECISION
2018	2,642,700	53,500	2,696,200	
2017	2,614,600	56,200	2,670,800	
2016	2,614,600	56,200	2,670,800	
2015	2,614,600	56,200	2,670,800	
2014	2,616,900	53,900	2,670,800	

**Sales**

Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
08/05/2022	15,906,748	U	LD	2880 - 0477	BHIG TYBEE, LLC	LINCHRIS TYBEE RESORT, LLC
07/31/2014	16,980,000	U	WD	398A - 1	RESORT INNS INC	BHIG TYBEE LLC & LINCHRIS TYBEE RESORT LLC*

**Land**

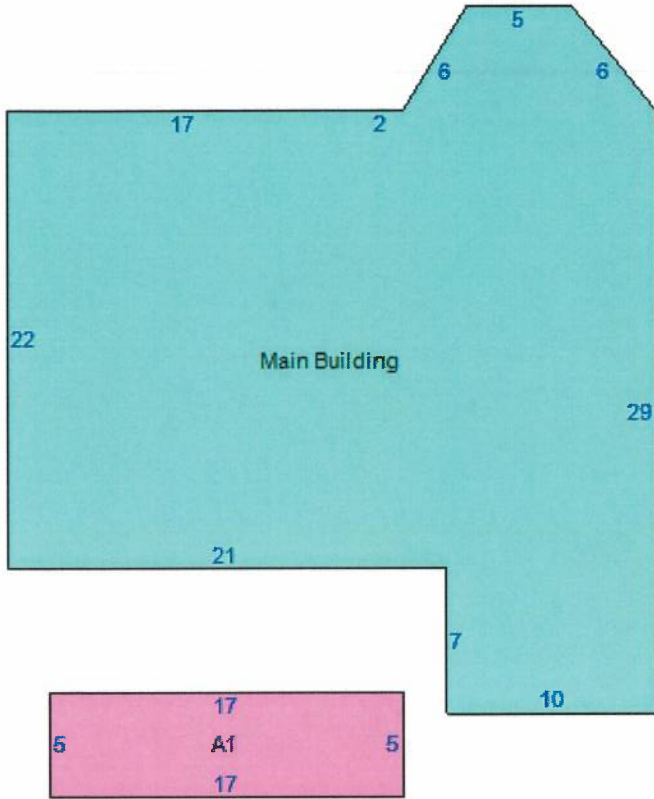
Line Number	1
Land Type	S - SQUARE FOOT
Land Code	G1 - GENERAL COMMERCIAL 1
Square Feet	58,082
Acres	1.3334
Influence Factor 1	-25
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

**Residential Building**

Card #	1
Actual Year Built	1930
Effective Year Built	1990
Type	1 - Single Family Residence
Style/Stories	1 - ONE STORY
Percent Complete	100
Quality	300
Condition	AV - AVERAGE
Living Area	795
Basement Area	0
Finished Basement Area	No
Be	0
Full	1 / 0

Item #9.

Card #	Description	Year Built:	Grade:	Units:	Override:	Area:
1	908 : ENCLOSED PORCH, KNEE WALLS W/GLASS	1980	D	1		147
1	903 : WOOD DECK	1980	D	1		200
1	908 : ENCLOSED PORCH, KNEE WALLS W/GLASS	1980	D	1		170



Item	Area
Main Building	795
- 908:ENCLOSED PORCH, KNEE WALLS W/GLASS	147
A1 - 904:904-Slab Porch (SF) with Roof	85
- 908:ENCLOSED PORCH, KNEE WALLS W/GLASS	170
- 903:WOOD DECK	200



Sorry, no photo available for this record

Henry A Russell Jr. P.E.  
10 Norton St.  
Braintree Ma. 02184

City of Tybee Island  
PO Box 2749  
Tybee Island Ga. 31328  
Attn: George Shaw

October 23, 2023


To whom it may concern  
RE: Hotel Tybee, 1401 Strand, Splash Pad Project, RainDeck plan SP1.2

I have reviewed the proposed splash pad for the subject project.  
The structure is a self-contained water feature with a closed water drainage system.

The splash pad will be constructed of cast-in-place concrete slab with a pitch  $\frac{1}{4}$ "/ft draining to center drains and storage tank. As designed all water runoff will be contained on the pad and drain to center drain with piping to storage tank.

Based on this review the runoff will be contained within the structure.

Kind Regards,

  
Henry A. Russell Jr. P.E.  
Mass PE # C-39921

"A"

Proposed children's concrete water splash pad.

Concrete slab on grade

Self contained water features like a pool

No drainage onto lot

No vertical construction

Approximately 2500 sqft

## Lisa Schaaf

---

**From:** Downer Davis <dkdjr071419@yahoo.com>  
**Sent:** Wednesday, November 1, 2023 2:48 PM  
**To:** George Shaw  
**Cc:** Lisa Schaaf  
**Subject:** Re: 1 of 2 splashpad

RE: Splash Pad: 1401 Strand - Hotel Tybee

George,

I've not reviewed the specs on the splash pad equipment.

The Engineer's summary review states that, "The structure is a self-contained water feature with a closed water drainage system."

He further clarifies that, "The splash pad will be constructed of cast-in-place concrete slab with a pitch 1/4"/ft draining to center drains and storage tank. As designed all water runoff will be contained on the pad and drain to center drain with piping to storage tank."

I do not contest the Engineer's analysis of the closed system alone. However, there will be additional water added to this system from rainfall. I could not find where the analysis addressed stormwater runoff, other than the statement in the report, "No drainage onto lot." I offer the following comments regarding stormwater runoff, based on my review of the full submittal in your office. (My email contained only part of the information in the application and drawing.)

- From SAGIS it appears that this project will not interrupt the current stormwater runoff pattern.
- I could not find where the Engineer verified that stormwater runoff from this project will not increase runoff from the property.
  - Will the 2.1% slope from the edge/lip of the slab to the drain(s) provide storage of enough rainfall to prevent increased runoff from this property up to and during the 24-hour, 25-year storm?
  - If not, does the piping and tank provide remaining required storage? This would require water supply to reduce to allow for increased inflow of the stormwater.
  - When park is not open and at other times when the pumps will not be running, will there be the required storage and where?
- E&S plans need to be provided.

This application only addresses the closed system design that reuses water for the spayers. I would not concur with a rooftop or impervious pavement addition of the same size as the splash pad, without adequate stormwater management. I have no basis to concur with this project without verification the stormwater is being managed in a manner to prevent increase stormwater from this property up to and including the 24-hour, 25-year storm.

Please advise if you have any questions.

Downer

On Tuesday, October 31, 2023 at 11:36:08 AM EDT, George Shaw <[gshaw@cityoftybee.gov](mailto:gshaw@cityoftybee.gov)> wrote:

Thanks.

---

**From:** Downer Davis <[dkdjr071419@yahoo.com](mailto:dkdjr071419@yahoo.com)>  
**Sent:** Tuesday, October 31, 2023 11:36 AM  
**To:** George Shaw <[gshaw@cityoftybee.gov](mailto:gshaw@cityoftybee.gov)>  
**Subject:** Re: 1 of 2 splashpad

I don't think I got everything. I'll drop by mid afternoon and look it over.

Sent from Yahoo Mail for iPhone

On Tuesday, October 31, 2023, 09:13, George Shaw <[gshaw@cityoftybee.gov](mailto:gshaw@cityoftybee.gov)> wrote:

Downer,

Please review the attached and the next email. Please let me know if that is sufficient?

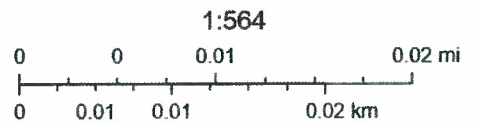
George

# SAGIS Map Viewer



10/31/2023, 3:04:40 PM

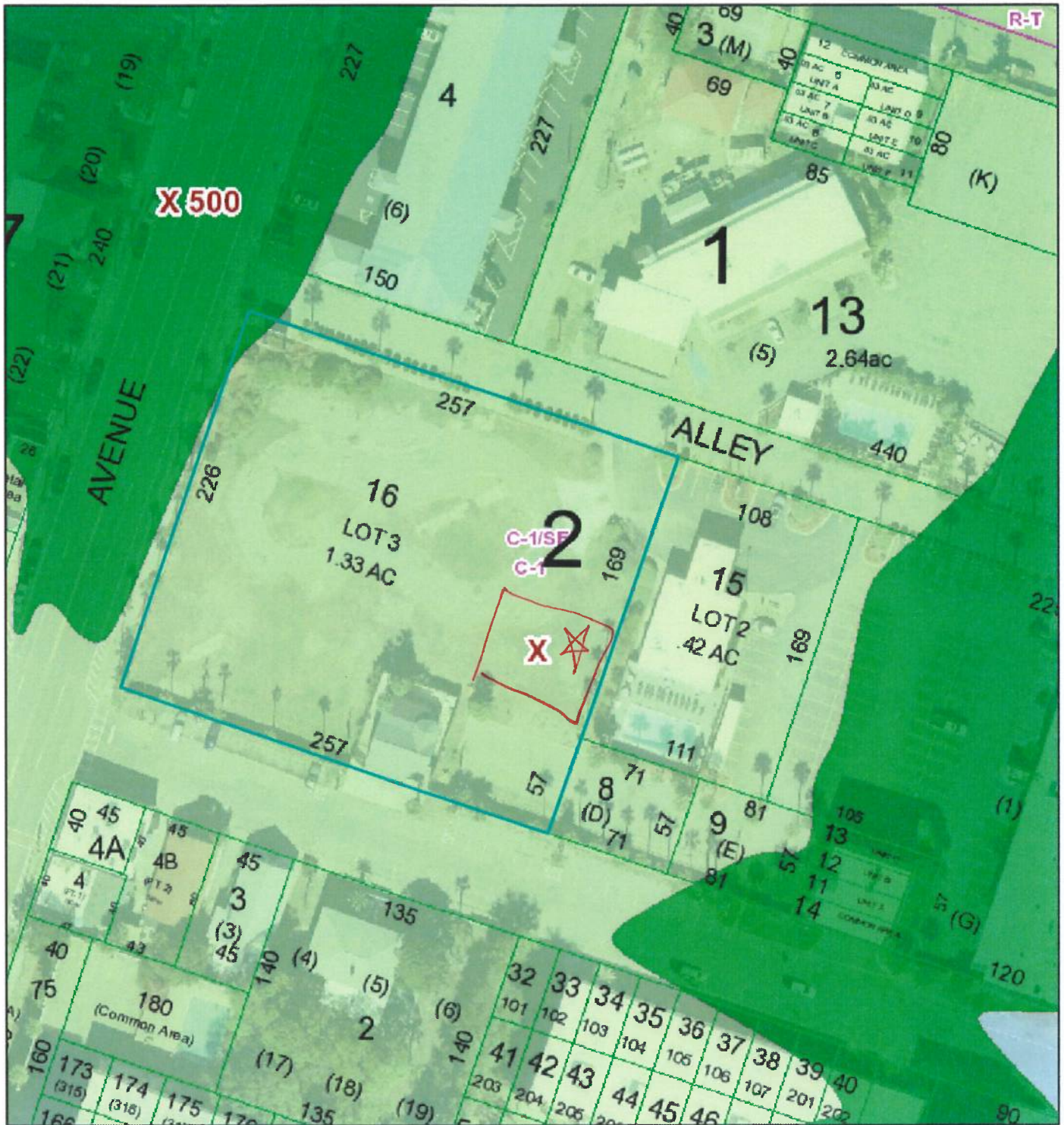
 Property Boundaries (Parcels)



SAGIS



# SAGIS Map Viewer



10/31/2023, 2:26:57 PM

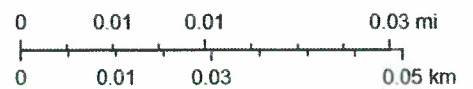
Effective Flood Zones (2018)

- AE - Inside the 100 year Flood Zone
- A - Inside the 100 year Flood Zone
- AE Floodway - Inside a Regulatory Floodway
- VE - Inside the 100 year Flood Zone w/ Velocity Hazard
- X\_500 - Inside the 500 year Flood Zone
- X - Outside the 500 year Flood Zone

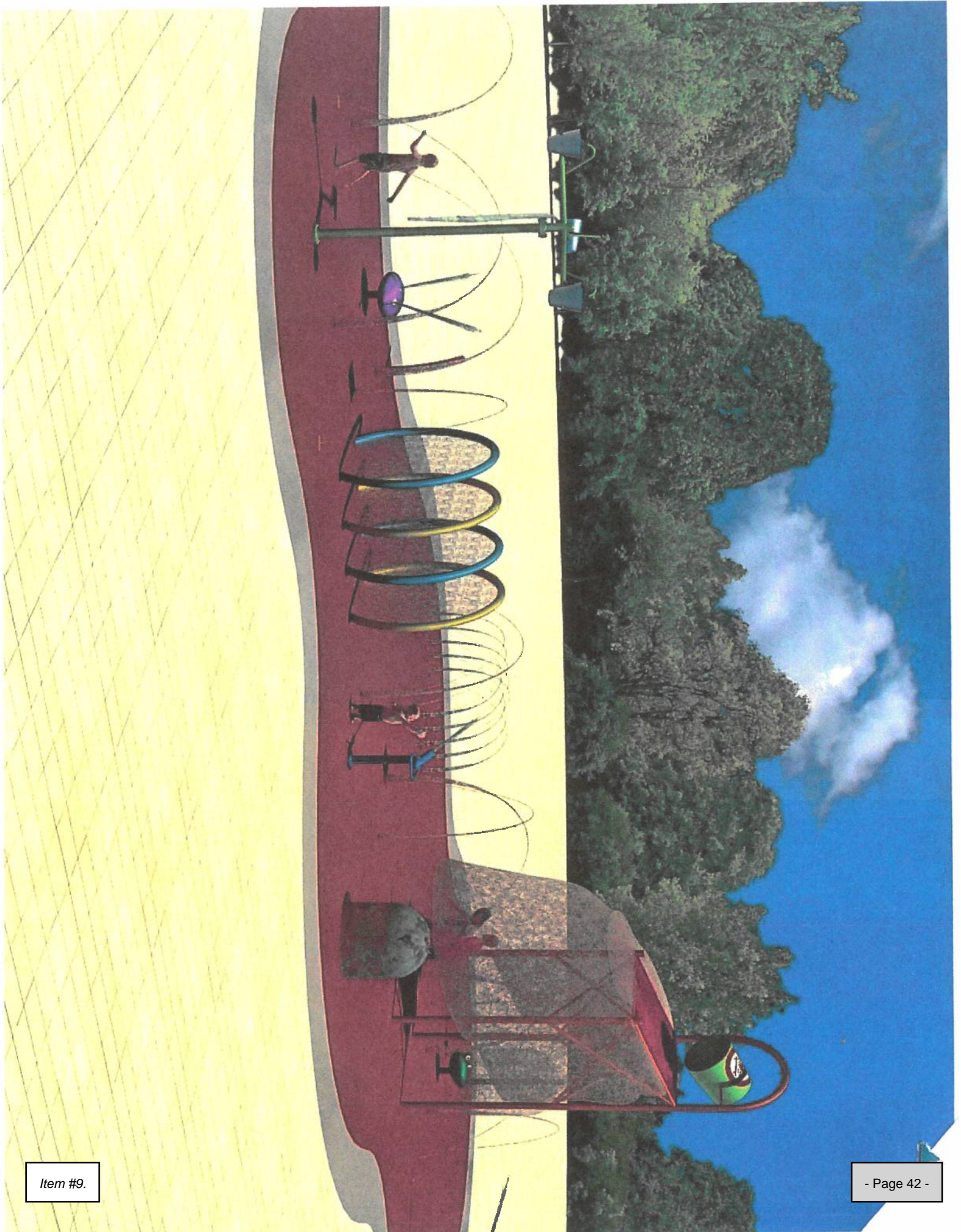
Zoning

Item #9. Property Boundaries (Parcels)

1:1,128



SAGIS



Item #9.

## George Shaw

---

**From:** Downer Davis <dkdjr071419@yahoo.com>  
**Sent:** Thursday, November 9, 2023 4:44 PM  
**To:** George Shaw  
**Subject:** Splashpad 15th Street

George,

With the low density of this project and the natural features, there's more than a few methods of managing the small increase of stormwater runoff to the existing runoff rates. There's not many projects on Tybee with no challenges to stormwater design.

I look forward to receiving the final design.

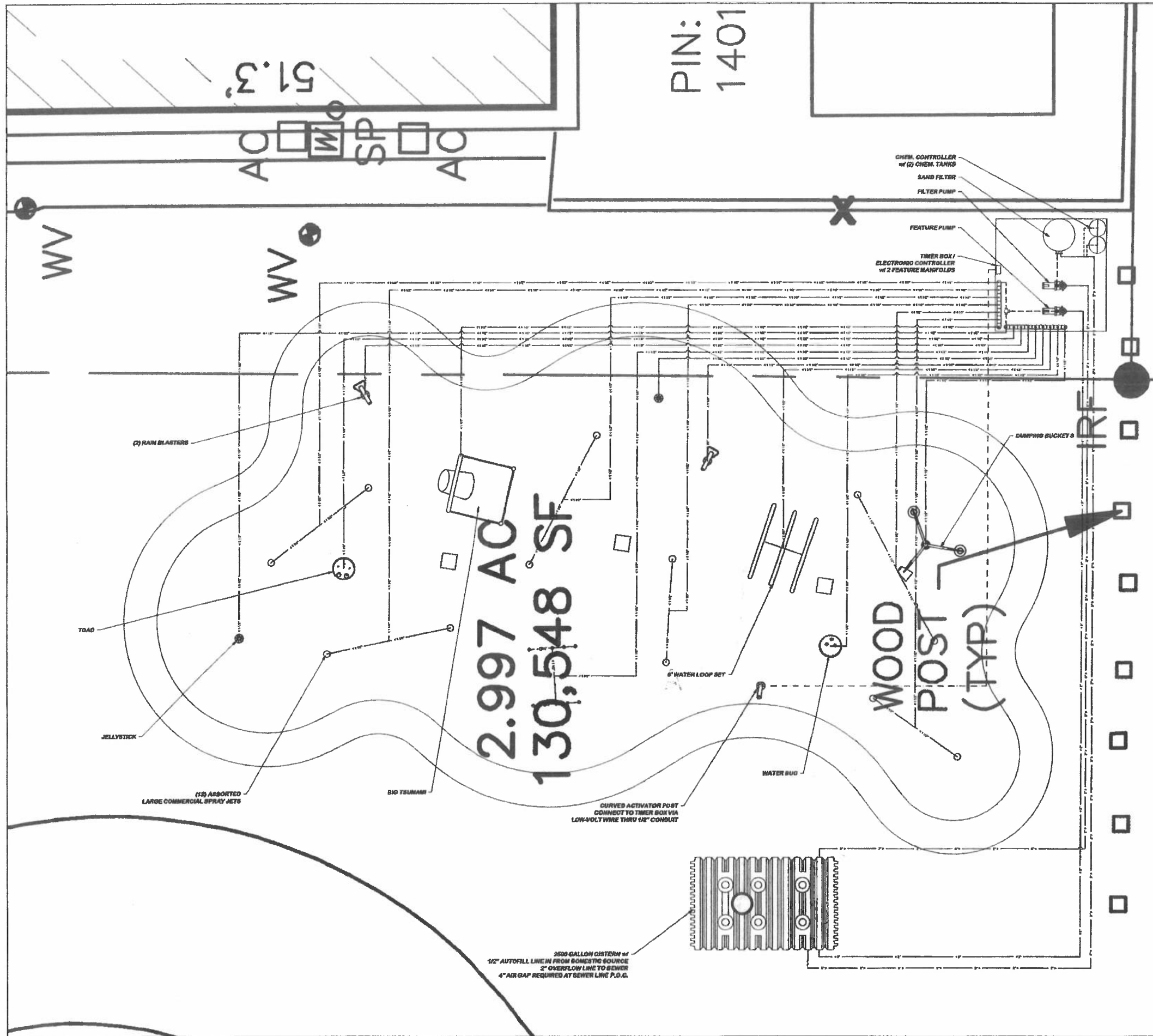
I'm in communication with the Owner, and I'll gladly speak with his consultant on this project.

Downer

912 695-7262



**PROPERTY DESCRIPTION**  
 ALL THAT CERTAIN TRACT OF LAND KNOWN AS THE AIR SPACE OVER THE EASTERN 80' OF 14TH TERRACE, 5TH DISTRICT, 4TH WARD, THREE ISLAND, CHATHAM COUNTY, STATE OF GEORGIA, AS SHOWN ON A PLAT PREPARED BY BERT B. BARRETT, JR. ENTITLED "PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 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1.877, 1.878, 1.879, 1.880, 1.881, 1.882, 1.883, 1.884, 1.885, 1.886, 1.887, 1.888, 1.889, 1.890, 1.891, 1.892, 1.893, 1.894, 1.895, 1.896, 1.897, 1.898, 1.899, 1.900, 1.901, 1.902, 1.903, 1.904, 1.905, 1.906, 1.907, 1.908, 1.909, 1.910, 1.911, 1.912, 1.913, 1.914, 1.915, 1.916, 1.917, 1.918, 1.919, 1.920, 1.921, 1.922, 1.923, 1.924, 1.925, 1.926, 1.927, 1.928, 1.929, 1.930, 1.931, 1.932, 1.933, 1.934, 1.935, 1.936, 1.937, 1.938, 1.939, 1.940, 1.941, 1.942, 1.943, 1.944, 1.945, 1.946, 1.947, 1.948, 1.949, 1.950, 1.951, 1.952, 1.953, 1.954, 1.955, 1.956, 1.957, 1.958, 1.959, 1.960, 1.961, 1.962, 1.963, 1.964, 1.965, 1.966, 1.967, 1.968, 1.969, 1.970, 1.971, 1.972, 1.973, 1.974, 1.975, 1.976, 1.977, 1.978, 1.979, 1.980, 1.981, 1.982, 1.983, 1.984, 1.985, 1.986, 1.987, 1.988, 1.989, 1.990, 1.991, 1.992, 1.993, 1.994, 1.995, 1.996, 1.997, 1.998, 1.999, 2.000, 2.001, 2.002, 2.003, 2.004, 2.005, 2.006, 2.007, 2.008, 2.009, 2.010, 2.011, 2.012, 2.013, 2.014, 2.015, 2.016, 2.017, 2.018, 2.019, 2.020, 2.021, 2.022, 2.023, 2.024, 2.025, 2.026, 2.027, 2.028, 2.029, 2.030, 2.031, 2.032, 2.033, 2.034, 2.035, 2.036, 2.037, 2.038, 2.039, 2.040, 2.041, 2.042, 2.043, 2.044, 2.045, 2.046, 2.047, 2.048, 2.04



PIN:  
1401

- PLUMBING NOTES:**
- PIPING IS DIAGNAMATIC. ACTUAL PLACEMENT OF PIPING AND MECHANICAL EQUIPMENT TO BE DETERMINED IN FIELD
  - SLOPE SPLASH PAD GRADING TOWARDS DRAIN AT A MAXIMUM SLOPE OF (1) ONE IN (10) TER
  - SLOPE PERIMETER WALKWAY AWAY FROM SPLASH PAD AT A MINIMUM SLOPE OF 1/4" PER 1'-0"
  - INSTALLATION OF A BACKFLOW PREVENTER REQUIRED ON WATER SUPPLY LINE AS THE METHOD OF CROSS CONNECTION CONTROL

**RAINDECK**  
 7319 S. ATWOOD, STE 130 - MESA, AZ 85212  
 Ph. 888.448.RAIN Fax. 984.869.3942  
 info@raindeck.com

REV.	DATE	BY	DESCRIPTION
1			
2			
3			
4			

**HOTEL TYBEE  
SPLASH PAD  
PLUMBING LAYOUT**  
 SCALE: 1/4"=1'-0"

SEAL

DATE

DRAWN BY	RS	REVIEWED BY	LB
DATE	AUGUST, 2023		
SHEET	<b>SP1.2</b>		
JOB NUMBER	28251		

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF RAIN DECK. USE OF THIS DRAWING AND ALL REPRODUCTIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED AND SHALL NOT BE USED UNLESS PROPERLY SEALED AND APPROVED. PUBLICATION OF THIS DRAWING BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED WITHOUT PERMISSION OF RAIN DECK. WHERE A CONTRACTOR'S NAME APPEARS ON THIS DRAWING, WORK SHALL BE COMPLETED BY SAID CONTRACTOR EXCEPT BY AGREEMENT WITH SAID CONTRACTOR.



**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: November 20, 2023

Project Name/Description: requesting to build a splash pad – 1401 Strand Ave. – 40008 02016 – Zone C-1/SE -Brett Loehr.

Action Requested: Site Plan

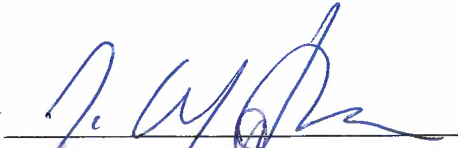
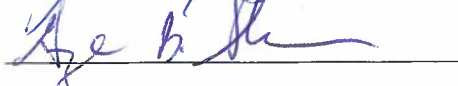
Appeal	Subdivision: Sketch Plan Approval ___      Conceptual ___ Preliminary Plan Approval ___ Final Plat Approval ___ Minor Subdivision ___      Major Subdivision ___
Special Review	
Site Plan Approval    X	
Variance	
Map Amendment	
Text Amendment	

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			CHAIR
McGruder	X		VICE CHAIR - SECOND
Nooney			ABSENT
Matkowski		X	
Livingston	X		
Rodriguez	X		MOTION
Anthony Turpin	X		

Planning Commission Chair:   
 Planning & Zoning Manager: 

Date: 11/28/23  
 Date: 11-21-2023

**File Attachments for Item:**

10. Variance for setback of 12' instead of required 20'. 5 7th Street, Petitioner: Brent Watts



# STAFF REPORT

PLANNING COMMISSION MEETING: November 20, 2023

CITY COUNCIL MEETING: December 14, 2023

LOCATION: 5 7<sup>th</sup> Street

PIN: 40005 20009

APPLICANT: Brent Watts

OWNER: Brent Watts

EXISTING USE: Nonconforming home on large lot

PROPOSED USE: Home to be moved

ZONING: R-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Beachfront Neighborhood

APPLICATION: Variance for setback of 12' instead of required 20'.

PROPOSAL: The applicant is requesting a setback variance of 8'. To qualify for historic tax credits for restoration of the home the State Historic Preservation Office (SHPO) has requested that the home maintain its current orientation to the street.

ANALYSIS: The proposed variance is only required because the home is to be moved. The comprehensive plan encourages preservation of historic homes. The proposed positioning of the home after being moved eastward is slightly further from the property line than the current location.

The Comprehensive Plan describes the Beachfront Neighborhood District as follows:

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

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

STAFF FINDING



As the proposal is slightly better than the current setback and this variance will encourage preservation of an historic home, staff recommends approval.

*This Staff Report was prepared by George Shaw.*

ATTACHMENTS

- A. Subdivision application
- B. SAGIS map (1 page)
- C. Subdivision plat

Fee  
Commercial \$500  
Residential \$200



PZ 2023-0002

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

Applicant: Brent Watts

Phone #: 404-307-2868 Email: bwatts@cabrettacapital.com

Mailing Address 2108 Drayton St. Savannah GA 31401

\*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. **8 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 Thursday of the following month. Each hearing will be held at 6:30 p.m. at the Public Safety Building, 78 Van Horn Dr.

**Property Address for Variance** (Or General Location Description if no Address Assigned):

5 7th St.

Tax Map/Parcel ID#: 4000520009 Current Zoning: r-2

Existing use of Property: residential

Proposed use of Property: residential

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.

---

To set the property 10 feet from the front setback to comply with Historic Tax Credit Guidelines

---

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

---

20 foot front set back.

---

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.

---

The historic building needs to keep its relationship to 7th st per SHIPO guidelines

---

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.

---

The variance allows for the property to get a full restoration using historic tax credits.

---

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

---

not all properties are historic and this is a unique situation

---

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.

---

the condition is created by the 20 foot setback and the existing 10 foot setback of the historic structure

---

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.

---

the 10 foot setback will make the house further away from its neighbor on 7th lane and closer to the fire hydrant

---

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

---

the 10 foot setback request is consistent with the current relationship of the house to 7th st.

---

G. If in marsh buffer has all points of Sec. 3-090.1 been considered.

---

no marsh buffer

---

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

<u>REFERENCE</u>	<u>DESCRIPTION</u>
5-040 (D) (1)	Site plan and/or architectural rendering of the proposed development depicting the location of lot restrictions.
5-040 (D) (2)	Narrative describing the hardship and the reason for the variance request. ( <i>Hardship means the circumstances where special conditions, which were not self-created or created by a prior owner, affect a particular property and make strict conformity with the restrictions governing dimensional standards (such as lot area, width, setbacks, yard requirements, or building height) unnecessarily burdensome or unreasonable in light of the purpose of this code. Unnecessary hardship is present only where, in the absence of a variance, no feasible use can be made of the property.</i> ) Explain the hardship: <u>I am pursuing historic tax credits and SHIPO is requiring that the _____ relationship to 7th st stay the same as house is currently which is 10 feet off _____</u>
5-040 (D) (3)	A survey of the property signed and stamped by a State of Georgia certified land surveyor.
5-090 (A) (1)	That there are unique physical circumstances or conditions beyond that of surrounding properties, including: <input type="checkbox"/> irregularity; <input type="checkbox"/> narrowness; or, <input type="checkbox"/> shallowness of the lot shape; or, <input checked="" type="checkbox"/> exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or the safety, or to historical significance, that is peculiar to the particular property; and;
5-090 (A) (2)	Because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the Land Development Code, without undue hardship to the property. <u>NOTE: Provide attachments illustrating conditions on surrounding properties and on the subject property, indicating uniqueness, etc.</u>
5-090 (B)	<i>Height.</i> No part of any structure shall project beyond 35-feet above the average adjacent grade of a property except: (1) See <u>section 2-010</u> , terms and definitions; height of building. (2) The following items that were existing on the date of the adoption of this section; flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.

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

Brent Watts \_\_\_\_\_ 10/31/23 \_\_\_\_\_  
 Signature of Applicant Date

5-090(C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information permitted will require separate approval by the mayor and council.

**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 Bront Watts Date 10/31/23

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.

Disclosure of campaign contributions form attachment hereto:  Yes

Bront Watts 10/31/23  
Signature of Applicant Date

**STAFF USE ONLY**

Date received: 11/11/2023 Received by [Signature]

Fee Amount \$ 200.00 Check Number 0005 Date 10/31/23

**PUBLIC HEARING DATES:**

Planning Commission 11/20/23 City Council 12/14/23

DECISION: (Circle One) Approved Denied

Approved with Conditions: \_\_\_\_\_

For the R-2:

Min. lot area is 4,500 square feet for single family, 6,750 for two family. MF not permitted.

For both uses, 20 ft. front yard setback; 10 foot rear yard setback; 10 foot side yard setback.

Maximum height is 35 feet.

Front yard setback, despite the above, is often controlled by the following:

In any residential district (R-I, R-I-B, R-2 and RT) where the average front setback distance for existing buildings on all lots located wholly or partly within 200 feet to each side of any lot, and within the same zoning district and fronting on the same side of the same street and on the same block as such lot, is less than the minimum setback required in such zoning district, the front setback on such lot may be less than the required setback but not less than the existing average setback distance for all lots within 200 feet to each side, **provided that in no case shall the front setback on new construction be less than ten feet.** When lots within 200 feet on each side are vacant such vacant lots shall be considered as having the minimum required setback for the purpose of computing an average setback distance. When existing structures on lots within 200 feet on each side exceed minimum front setback required in such zoning district, the required setback shall be used for the purpose of computing an average setback distance.

Thanks



**CABRETTA CAPITAL**

Brent Watts  
Cabretta Capital  
2108 Drayton St.  
Savannah, GA 31401  
Cell: 404-307-2868  
[www.cabrettacapital.com](http://www.cabrettacapital.com)

**From:** Lisa Schaaf <[lschaaf@cityoftybee.gov](mailto:lschaaf@cityoftybee.gov)>  
**Sent:** Tuesday, October 31, 2023 11:06 AM  
**To:** Mark Boswell <[lahbos@bellsouth.net](mailto:lahbos@bellsouth.net)>; George Shaw <[gshaw@cityoftybee.gov](mailto:gshaw@cityoftybee.gov)>; Peter Gulbranson <[peter.gulbranson@cityoftybee.gov](mailto:peter.gulbranson@cityoftybee.gov)>; Brent Watts <[BWatts@CABRETTACAPITAL.COM](mailto:BWatts@CABRETTACAPITAL.COM)>; Downer Davis <[dkdjr071419@yahoo.com](mailto:dkdjr071419@yahoo.com)>  
**Subject:** RE: NO. 5 - 7TH ST

I noticed the house that will be moved is not in the right position on the property. If you move the house you have to follow the new setback guidelines which are 20' on the front 10' on back and sides. You can use 7<sup>th</sup> St side as the front or the beachside as the front.

I am pretty sure that will affect the drainage on how it is situated on the lot.

Please situate which side you will use to show on the drainage plans before they can be approved.

*Lisa L. Schaaf*  
Community Development

## Lisa Schaaf

---

**From:** Brent Watts <BWatts@CABRETTACAPITAL.COM>  
**Sent:** Tuesday, October 31, 2023 4:00 PM  
**To:** George Shaw; Lisa Schaaf  
**Subject:** FW: [SPF ERROR] FW: Relocation in a district

George this isn't perfect and almost everything with historic tax credits is subjective, but its what she was willing to send me. She is trying to avoid looking like giving permission or an approval before we have even applied. She was much more confident on the phone in our pre application meeting that this house is a good candidate for the program. Additionally, Bob C is working with the city of Tybee to submit the mid-island historic district application and this would likely be the first or one of the first properties to get done.

She was very clear on the call that if we move the house it needs to be the same distance from 7<sup>th</sup> st. This isn't something I brought up, she brough it up on her own. I have highlighted below where she says :

Comparison of the current location(s) to the proposed location(s) in terms of geography, landscaping, vegetation, surroundings, orientation, relationship to street, setback, relationship of these three buildings to one another, and surrounding historic resources, etc

Thanks



CABRETTA CAPITAL

Brent Watts  
Cabretta Capital  
2108 Drayton St.  
Savannah, GA 31401  
Cell: 404-307-2868  
[www.cabrettacapital.com](http://www.cabrettacapital.com)

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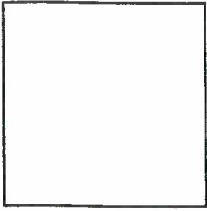
**From:** Stephanie Cherry-Farmer <Stephanie.Cherry-Farmer@dca.ga.gov>  
**Sent:** Wednesday, October 04, 2023 12:05 PM  
**To:** Sarah Ward <sward@wardarch.com>; Brent Watts <BWatts@CABRETTACAPITAL.COM>  
**Cc:** Molly McLamb <Molly.McLamb@dca.ga.gov>  
**Subject:** [SPF ERROR] FW: Relocation in a district

Hello all,

A pleasure speaking with you all just now. Please find below the language that I spoke of.

Thank you all for your time this morning! Now I am dreaming of a beach trip soon.....:)





**Stephanie Cherry-Farmer**  
 Director, Office of Document  
 Georgia Department of Com  
 60 Executive Park South, NE  
 Atlanta, Georgia 30329

Direct 470-346-8550  
[Stephanie.Cherry-Farmer@dc](mailto:Stephanie.Cherry-Farmer@dc)

*Learn more about our commitment to [fair housing](#).*

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**From:** Cherry-Farmer, Stephanie  
**Sent:** Wednesday, August 12, 2020 9:51 AM  
**Subject:** Relocation in a district

Hi Justin-

Thank you for reaching out about this.

The National Register, as you know, discourages the relocation of historic properties. The good news is that yes, resources that are considered contributing to a historic district can be relocated within that district and maintain their contributing status. Whether or not these particular houses could do so would depend on their specifics, and the specifics of any relocation. We would need the information below in order to make an informal assessment on whether these properties could remain contributing to the High Uptown District if relocated. This assessment would be informal because the specifics of relocation would all be proposed/circumspect at this time. If relocation occurs, we'd then need to reassess the properties post-relocation to make a formal determination.

What we'd need:

- Current addresses of the properties
- Reason for moving the buildings. Are they being moved as a last resort to save them? From what? What efforts have been made to preserve them at their original location?
- Proposed new locations (addresses and tax maps)
- Description of the proposed new location(s)- will anything be demolished in order to allow for this relocation? If so, what and why?
- Proposed distance and method of moving the buildings
- Are there plans to leave anything behind, such as foundations, chimneys, porches, outbuildings? Or will they be moved in their entirety?
- Comparison of the current location(s) to the proposed location(s) in terms of geography, landscaping, vegetation, surroundings, orientation, relationship to street, setback, relationship of these three buildings to one another, and surrounding historic resources, etc.
- What does the High Uptown HD nomination say about the area of the district that these properties are currently in, versus the area they are proposed for relocation to? Are these area similar or different in terms of historical development?
- Photographs of the current location/setting/surroundings and proposed location/setting/surroundings, keyed to a site plan
- If any historic photographs are available, we'd love those too

Item #10. Let me know if I can answer additional questions!

Stephanie L. Cherry-Farmer, MHP  
Program Manager, National Register and Survey  
**Historic Preservation Division**  
(770) 389-7843 | F: (770) 389-7878  
[Facebook](#) • [Twitter](#) • [Instagram](#)  
[Purchase your Historic Preservation license plate today!](#)

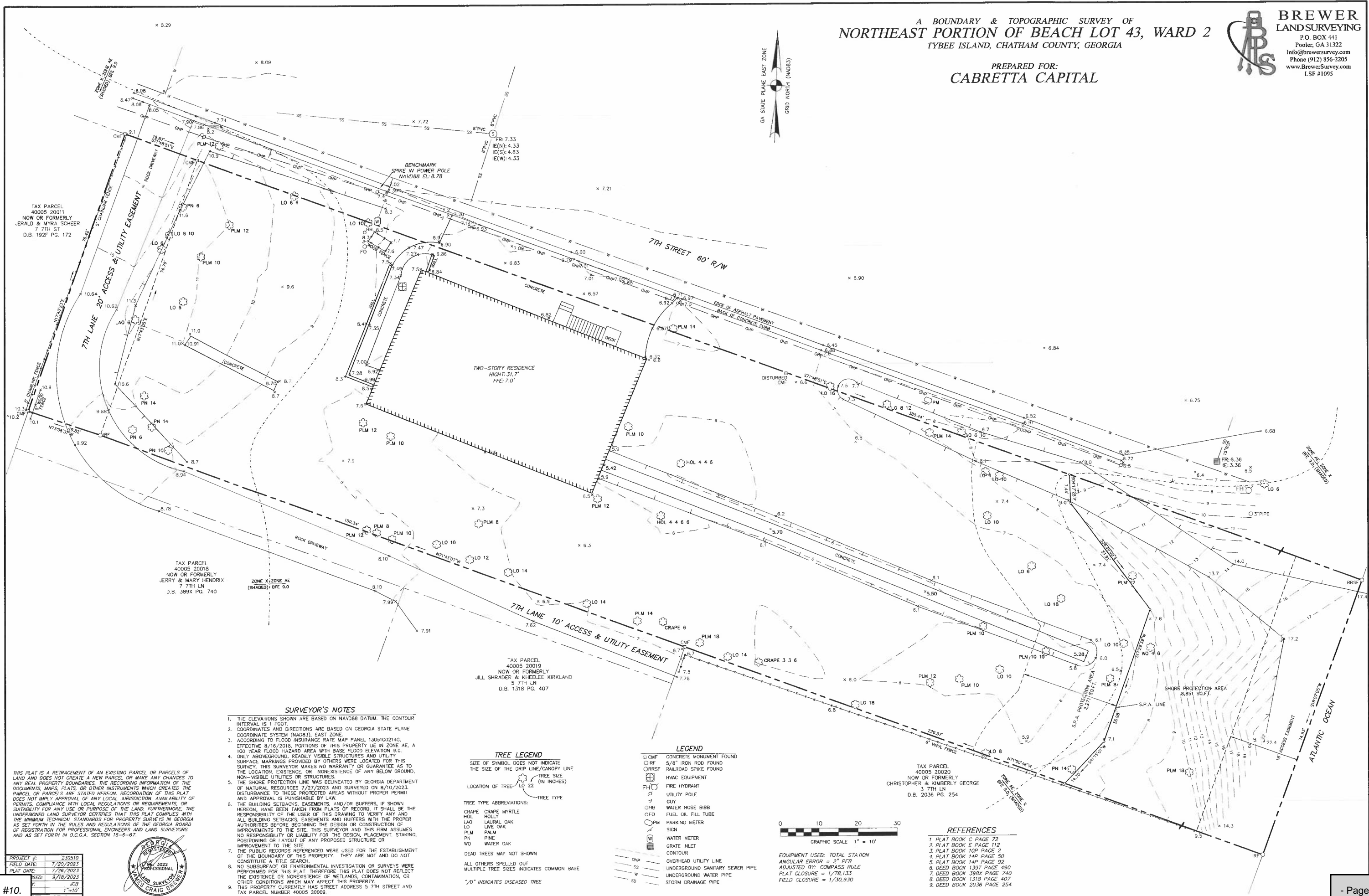
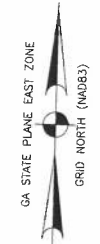
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*A division of the*  
GEORGIA DEPARTMENT OF NATURAL RESOURCES

A BOUNDARY & TOPOGRAPHIC SURVEY OF  
**NORTHEAST PORTION OF BEACH LOT 43, WARD 2**  
 TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

**BREWER**  
 LAND SURVEYING  
 P.O. BOX 441  
 Pooler, GA 31322  
 Info@brewersurvey.com  
 Phone (912) 856-2205  
 www.BrewerSurvey.com  
 LSF #1095

PREPARED FOR:  
**CABRETTA CAPITAL**



TAX PARCEL  
 40005 20011  
 NOW OR FORMERLY  
 JERALD & MYRA SCHEER  
 7 7TH ST  
 D.B. 192F PG. 172

TAX PARCEL  
 40005 20018  
 NOW OR FORMERLY  
 JERRY & MARY HENDRIX  
 7 7TH LN  
 D.B. 389X PG. 740

TAX PARCEL  
 40005 20019  
 NOW OR FORMERLY  
 JILL SHRADER & KHEELEE KIRKLAND  
 5 7TH LN  
 D.B. 1318 PG. 407

TAX PARCEL  
 40005 20020  
 NOW OR FORMERLY  
 CHRISTOPHER & KIMBERLY GEORGE  
 3 7TH LN  
 D.B. 2036 PG. 254

**SURVEYOR'S NOTES**

1. THE ELEVATIONS SHOWN ARE BASED ON NAVD83 DATUM. THE CONTOUR INTERVAL IS 1 FOOT.
2. COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
3. ACCORDING TO FLOOD INSURANCE RATE MAP PANEL 13051C0214G, EFFECTIVE 8/16/2018, PORTIONS OF THIS PROPERTY ARE IN ZONE AE, A 100 YEAR FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION 2.0. ONLY ABOVEGROUND, READILY VISIBLE STRUCTURES AND UTILITY SURFACE MARKINGS PROVIDED BY OTHERS WERE LOCATED FOR THIS SURVEY. THIS SURVEYOR MAKES NO WARRANTY OR GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NONEXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
4. THE SHORE PROTECTION LINE WAS DELINEATED BY GEORGIA DEPARTMENT OF NATURAL RESOURCES 1/27/2023 AND SURVEYED ON 8/10/2023. DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL IS PUNISHABLE BY LAW.
5. HEREON, HAVE BEEN TAKEN FROM PLATS OF RECORD, IT SHALL BE THE RESPONSIBILITY OF THE USER OF THIS DRAWING TO VERIFY ANY AND ALL BUILDING SETBACKS, EASEMENTS AND BUFFERS WITH THE PROPER AUTHORITIES BEFORE BEGINNING THE DESIGN OR CONSTRUCTION OF IMPROVEMENTS TO THE SITE. THIS SURVEYOR AND THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE DESIGN, PLACEMENT, STAKING, POSITIONING OR LAYOUT OF ANY PROPOSED STRUCTURE OR IMPROVEMENT TO THE SITE.
6. THE PUBLIC RECORDS REFERENCED WERE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
7. NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
8. THIS PROPERTY CURRENTLY HAS STREET ADDRESS 5 7TH STREET AND TAX PARCEL NUMBER 40005 20009.

**TREE LEGEND**

- SIZE OF SYMBOL DOES NOT INDICATE THE SIZE OF THE DRIP LINE/CANOPY LINE  
 LOCATION OF TREE - (IN INCHES)  
 TREE TYPE ABBREVIATIONS:
- CRAPE CRAPE MYRTLE
  - HOL HOLLY
  - LAO LAURAL OAK
  - LO LIVE OAK
  - PLM PALM
  - PN PINE
  - WO WATER OAK
- DEAD TREES MAY NOT SHOWN  
 ALL OTHERS SPELLED OUT  
 MULTIPLE TREE SIZES INDICATES COMMON AGE  
 \*D\* INDICATES DISEASED TREE

**LEGEND**

- CMF CONCRETE MONUMENT FOUND
- OIRF 5/8" IRON ROD FOUND
- ORRSF RAILROAD SPIKE FOUND
- HVAC HVAC EQUIPMENT
- FH FIRE HYDRANT
- UP UTILITY POLE
- GUY GUY
- WB WATER HOSE BIBB
- FO FUEL OIL FILL TUBE
- PM PARKING METER
- SI SIGN
- WM WATER METER
- GI GRATE INLET
- CONTOUR CONTOUR
- OHP OVERHEAD UTILITY LINE
- SS UNDERGROUND SANITARY SEWER PIPE
- W UNDERGROUND WATER PIPE
- SD STORM DRAINAGE PIPE



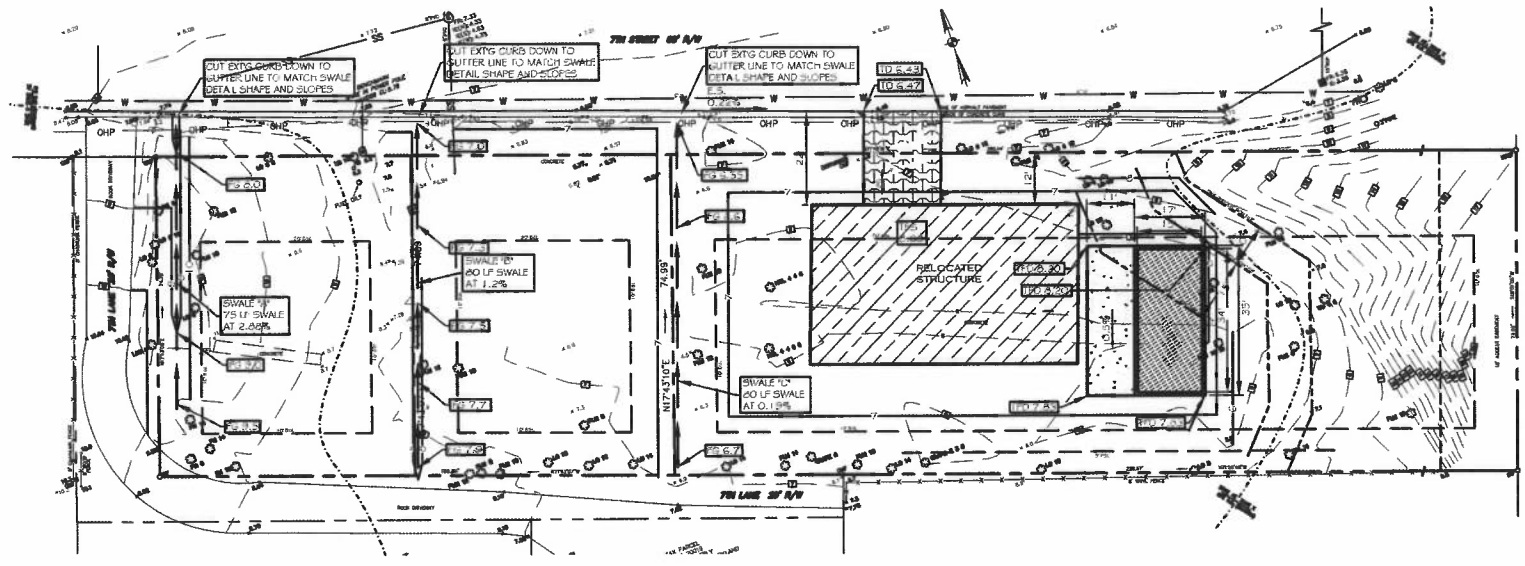
EQUIPMENT USED: TOTAL STATION  
 ANGULAR ERROR = 2" PER  
 ADJUSTED BY COMPASS RULE  
 PLAT CLOSURE = 1/78,133  
 FIELD CLOSURE = 1/30,930

**REFERENCES**

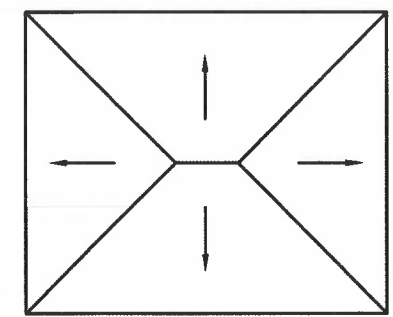
1. PLAT BOOK C PAGE 72
2. PLAT BOOK E PAGE 112
3. PLAT BOOK 10P PAGE 2
4. PLAT BOOK 14P PAGE 50
5. PLAT BOOK 14P PAGE 92
6. DEED BOOK 139F PAGE 490
7. DEED BOOK 398X PAGE 740
8. DEED BOOK 1318 PAGE 407
9. DEED BOOK 2036 PAGE 254

PROJECT #: 230510  
 FIELD DATE: 7/20/2023  
 PLAT DATE: 7/26/2023  
 SED: 9/18/2023  
 JCB  
 1"=10'  
 LET: 1 OF 1





**PROPOSED SITE PLAN**  
1" = 20'



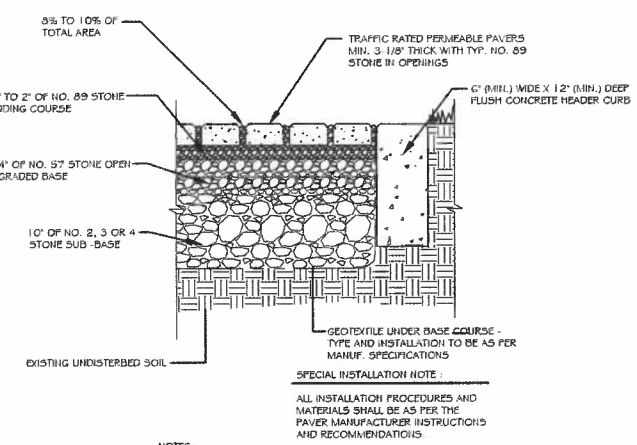
**ROOF PLAN**

**GENERAL BUILDING INFORMATION NOTES:**

1. PROPOSED BUILDING FINISHED FLOOR ELEVATIONS ARE TO BE SET AS PER FEMA FLOOD STUDY MAPS AND AS PER THE CITY OF TYBEE ISLAND, GEORGIA ORDINANCES.
2. PROPOSED BUILDINGS ARE TO BE SUPPORTED ON PIERS OR FOUNDATIONS WHICH WILL SATISFY FEMA ELEVATION AND FEMA ZONE REQUIREMENTS AS WELL AS TYBEE ISLAND REQUIREMENTS.

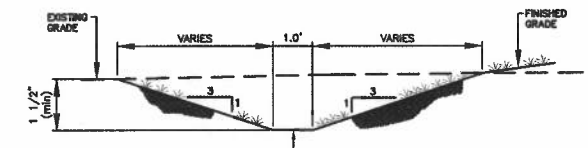
**SPECIAL BUILDING SET BACK LINE NOTES :**

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.

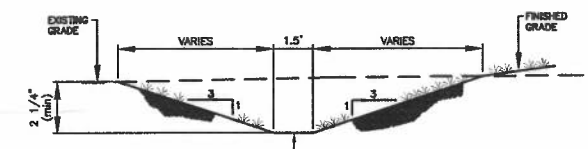


**PERMEABLE PAVER DETAIL (25 YEAR PAVER)**  
NOT TO SCALE

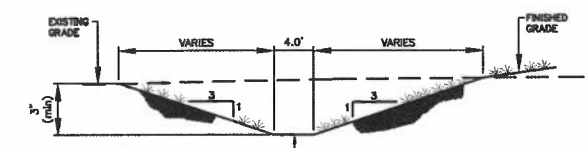
- NOTES:**
1. ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE CITY OF TYBEE ISLAND DEVELOPMENT GUIDELINES, TECHNICAL SPECIFICATIONS AND STANDARD DETAILS.
  2. CONCRETE TO BE 3,000 PSI AND REINFORCED WITH FIBERMESH OR STEEL.
  3. CONCRETE HEADER CURB DIMENSIONS MAY DIFFER BASED ON PROJECT SPECIFIC DESIGN REQUIREMENTS.
  4. BASE COMPACTION UNDER CURB TO BE 95% (ASTM D693).
  5. CONTRACTION JOINTS TO BE SAW CUT NO LATER THAN 24 HOURS AFTER THE POUR.
  6. SYSTEM IS TO BE APPROVED BY TYBEE ISLAND PRIOR TO INSTALLATION.



**SWALE "A" DETAIL**  
NOT TO SCALE



**SWALE "B" DETAIL**  
NOT TO SCALE



**SWALE "C" DETAIL**  
NOT TO SCALE

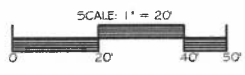
**Special Pre-Construction Note :**  
Contractor to verify all existing and proposed structure locations (drainage, sanitary, etc.), tops and depths prior to ordering materials or beginning construction.

**FEMA MAP NOTES :**

1. THIS DEVELOPMENT IS WITHIN FLOOD ZONE "AE-9" ACCORDING TO F.L.R.M. COMMUNITY PANEL NUMBER 13051C --, MAP REVISED --- (88 DATUM).
2. CONTRACTOR IS TO VERIFY FEMA ELEVATIONS PRIOR TO ANY CONSTRUCTION ACTIVITIES.

**Survey Information :**  
Survey : BREWER SURVEYING  
Date of Survey : JULY, 2022  
Datum : NAVD 88

**SPECIAL CONSTRUCTION NOTE:**  
IF THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO HAVE KNOWN OF AN ERROR, DISCREPANCY OR CONFLICT IN THE PLANS, SPECIFICATIONS OR CONSTRUCTION STAKING AND FAILS TO REPORT THE PROBLEM PRIOR TO CONSTRUCTION, HE SHALL NOT BE ENTITLED TO COMPENSATION FOR ANY WORK OR EXPENSE INCURRED BY HIM FOR WORK REQUIRED TO BE RE-CONSTRUCTED BECAUSE OF SAID ERROR, DISCREPANCY OR CONFLICT.



**LEGEND**

ITEM	EXISTING	PROPOSED
TOPO	---	FG 12.3
CONTOURS	---	12
DRAINAGE FLOW ARROWS	--->	--->
TOP OF PARKING SLAB	---	TPS 12.30

**TRAFFIC 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 WITHIN RIGHT-OF-WAY.

**EASEMENT NOTES:**

1. THE OWNER, ENGINEER AND SURVEYOR ARE TO COORDINATE ALL EASEMENTS PRIOR TO FINAL PLAN APPROVAL AND RECORDING.
2. ALL DRAINAGE EASEMENTS TO BE PRIVATELY 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 TYBEE ISLAND PLANNING AND ZONING DEPARTMENT.

**SPECIAL AE AND VE ZONE NOTES :**

1. BUILDINGS IN "AE" ZONES ARE TO HAVE THE FINISHED FLOOR SET A MINIMUM OF 1' ABOVE FLOOD.
2. BUILDINGS IN "VE" ZONES ARE TO HAVE THE LOWEST HORIZONTAL STRUCTURAL MEMBER SET A MINIMUM OF 1' ABOVE FLOOD.
3. BUILDINGS IN "AE" AND "VE" ZONES ARE TO HAVE ALL ELECTRICAL, PLUMBING, HVAC, ELECTRONICS AND OTHER EQUIPMENT TO BE A MINIMUM OF 1' ABOVE FLOOD.
4. FLOOD VENTS ARE REQUIRED IN "AE" ZONES AND ARE TO HAVE 1 SQUARE INCH SQUARE FOOT OF ENCLOSED AREA WITH A MINIMUM ROUND OPENING OF 3". A MINIMUM OF 2 OPENINGS WITH ALL OPENINGS EVENLY SPACED AROUND PERIMETER. BOTTOM OF OPENINGS SHALL BE 12" OR LESS ABOVE ADJACENT GRADE.
5. BREAK AWAY WALLS ARE REQUIRED IN "VE" ZONES.
6. COORDINATE SITE WORK AND FINISHED FLOOR ELEVATIONS WITH ARCHITECTURAL PLANS TO MAKE SURE BUILDING ELEVATIONS ARE SET AS PER SPEC.

**SPECIAL BUILDING GUTTER NOTES :**

1. A BUILDING GUTTER SYSTEM AS SHOWN ON THE PLANS SHALL BE UTILIZED TO ENSURE THAT ALL ROOF RUN-OFF IS DIRECTED TO THE TYBEE ISLAND RIGHT OF WAY.
2. BUILDING DESIGNER SHALL SIZE GUTTER SYSTEM TO CONVEY A 25 YEAR (MIN) STORM EVENT (8" PER HOUR).
3. INCREASED STORM WATER RUN-OFF DUE TO NEW IMPERVIOUS AREAS WILL NOT BE ALLOWED TO IMPACT ADJACENT PROPERTIES.
4. CONSULT TYBEE ISLAND PLANNING AND ZONING DEPARTMENT REGARDING REQUIREMENTS OF GUTTERS, DOWNSPOUTS AND DOWNSPOUT BOOTS AND HOW BUILDING SET BACK LINES ARE IMPACTED BY THE GUTTER AND DOWNSPOUT SYSTEM PRIOR TO CONSTRUCTION.

**GENERAL DRAINAGE NOTES:**

1. THE SITE WILL NEED TO BE GRADED AS SHOWN AND AS DICTATED BY EXISTING CONDITIONS WHICH CAN NOT BE FORSEEN TO ALLOW FOR PROPER DRAINAGE.
2. OUTFALL FOR THE PROJECT WILL BE DICTATED BY EXISTING CONDITIONS WITHIN THE CITY OF TYBEE EXISTING DRAINAGE SYSTEM AND EASEMENTS.

- 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 AND FOR AVOIDING CONFLICT WITH SAME. ANY DAMAGE 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 UNDERGROUND UTILITIES NOT TO BE UTILIZED. DO NOT ABANDON UTILITIES IN PLACE.
  5. REMOVE ALL TREES AS NECESSARY FOR PROPOSED CONSTRUCTION.
  6. PREVENT DAMAGE TO EXISTING TREES WHERE POSSIBLE.
- X TREES TO BE REMOVED.

**BOSWELL DESIGN SERVICES, INC.**  
OFFICE: 4700 EAST HIGHWAY 80  
Unit N, Suite 1  
MAILING: 103 NASSAU DRIVE  
SAVANNAH, GEORGIA 31410  
912-887-6932  
LABBOS@bdsouth.net

ORDER NO. 2022-08-24  
DATE: AUGUST 24, 2023  
JOB NO. ---  
SCALE: AS SHOWN

**NEW RESIDENTIAL RELOCATION**  
NO. 5, 7TH STREET  
TYBEE ISLAND, GEORGIA 31328  
CABARETTA CAPITAL  
SAVANNAH, GEORGIA

**UTILITY PROTECTION CENTER**  
1-800-872-7411

**WELLS**  
DRAWING NUMBER  
2 OF

JOSHUA WARD, ARCHITECT OF RECORD, IS NOT RESPONSIBLE FOR INTERPRETING THE INTENT OF THE CONSTRUCTION DOCUMENTS, INCLUDING MAKING MODIFICATIONS AS MAY BE NECESSARY DURING THE CONSTRUCTION PHASE, AND THAT THE ARCHITECT OF RECORD IS NO LONGER LIABLE FOR THE WORK WHERE CHANGES TO THESE DOCUMENTS HAVE BEEN MADE.



H1 WEST ELEVATION

1/4" = 1'-0"

**5 7TH STREET**

TYBEE ISLAND, GA 31328



WEST ELEVATION

PROJECT NO. 2311.00  
DATE 10.30.23  
SHEET NO.

**A203**

Item #10.

WEST ELEVATION - EXISTING

1/4" = 1'-0"



JOSHUA WARD, ARCHITECT OF RECORD, IS NOT RESPONSIBLE FOR INTERPRETING THE INTENT OF THE CONSTRUCTION DOCUMENTS, INCLUDING MAKING MODIFICATIONS AS MAY BE NECESSARY DURING THE CONSTRUCTION PHASE, AND THAT THE ARCHITECT OF RECORD IS NO LONGER LIABLE FOR THE WORK WHERE CHANGES TO THESE DOCUMENTS HAVE BEEN MADE.

**5 7TH STREET**

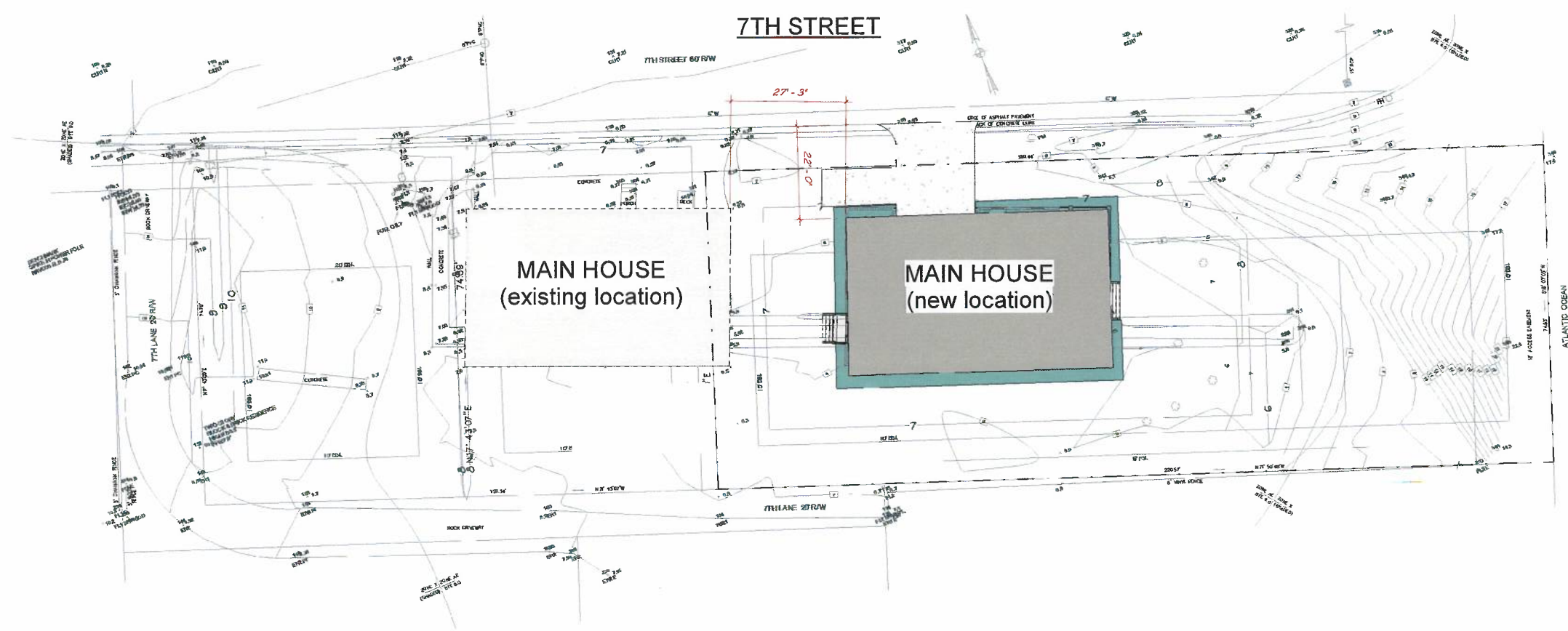
TYBEE ISLAND, GA 31328

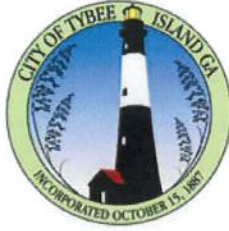
**RELOCATION PLAN**

PROJECT NO. 2311.00  
DATE 11.30.23  
SHEET NO.



1/16" = 1'-0"





**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: November 20, 2023

Project Name/Description: requesting to move and keep Historic building in setback-  
5 -7th Street – 40005 20009 – Zone R-2 -Brent Watts.

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			CHAIR
McGruder	X		VICE CHAIR - MOTION
Nooney			ABSENT
Matkowski	X		
Livingston		X	
Rodriguez	X		SECOND
Anthony Turpin	X		

Planning Commission Chair:   
 Planning & Zoning Manager: 

Date: 11/20/23  
 Date: 11-21-2023

December 1, 2023

Tybee Island City Council  
c/o Michelle Owens, Acting City Manager  
City of Tybee Island  
P.O. Box 2749  
Tybee Island, GA 31328

Mayor and Council Members,

**Re: Side Yard Setback Variance request | Espy-Egan Cottage at 5 7th Street, Tybee Island, GA**

The historic cottage at 5 7<sup>th</sup> Street was constructed c1934 by Carl Espy Sr. as a vacation home while the family (wife Leila and six children) maintained their permanent residence in Savannah. Following the death of Mr. Espy in 1951, Dr. Michael Egan purchased the Raised Tybee Cottage and his family maintained ownership until 1982. The Raised Tybee Cottage is a unique building type found in Georgia's coastal setting that allowed for automobile storage, showers/changing rooms, and servants quarters on the ground floor, with the main living space above. These cottages are made of wood, square or rectangular in shape with a hip roof, wrap-around porch, and tall windows to allow as much light and ventilation as possible through the interior which is also clad in wood. The Espy-Egan cottage retains all of its original design elements of location, floor plan and materials with few non-historic modifications including the stair along 7<sup>th</sup> Street, limited porch enclosures, and updates to bathrooms and appliances.

The building is located near the northern boundary of the proposed Central Tybee Island Residential Historic District. This district is being nominated to the National Register of Historic Places (NRHP) by the City's Historic Preservation Commission with professional assistance by Quatrefoil Consulting Inc. It is currently in draft form and once listed, property owners of historic buildings in the district will be eligible for state and federal tax incentives. This project seeks to be one of the first to attain historic tax incentives. Submissions will be reviewed by the state and federal agencies concurrent with the district nomination process. Thus, we have been in constant communication with the Historic Preservation Division of the Georgia Department of Community Affairs (DCA; who serves as the state historic preservation office or SHPO) on the proposed plans to move and elevate the cottage.

DCA staff is supportive of the rehabilitation provided, the relocation retain as much of the spatial relationship of the building on the site as possible. Following our meeting with DCA staff on October 4, 2023, Director of Communications Stephanie Cherry-Farmer provided specific instruction on considerations that would need to be undertaken when moving a historic structure. To retain its historic status, they will specifically compare the current and proposed location in terms of its relationship to the street and setback as stated in the email attached to the packet. The proposed setback 12 feet from the northern property line along 7th Street maintains the existing relationship to the streets and original setback (10 feet) as much as possible while preserving the live oak trees at the eastern end of the parcel. While DCA staff is able to meet with us informally, they are not able to issue any formal approvals until after the district nomination is officially submitted and gone through the 60-day review process.



While the cottage retains a high degree of historic integrity, it sits on the lowest part of the property and is subject to continuous flooding as a result. As part of the rehabilitation plan, which will preserve all of the original materials, porch openings, and interior floor plan, the building will be moved eastward to a higher elevation and raised on a new foundation. In order to preserve its historic character and keep these changes minimal, it is essential to retain as much of the original setting as possible, including its proximity to the street and unobstructed frontage to the shoreline. The Secretary of the Interior's Standards for Rehabilitation (updated 2017, published by the U.S. Department of the Interior, National Park Service) recommends:

*Retaining the historic relationship between buildings and landscape features in the setting. For example, preserving the relationship between a town common or urban plaza and the adjacent houses, municipal buildings, roads, and landscape and streetscape features. (144)*

*Using special exemptions and variances when adaptive treatments to protect buildings from known hazards would otherwise negatively impact the historic character of the building, its site, and setting. (155)*

The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Flood Adaptation (updated 2021, published by the U.S. Department of the Interior, National Park Service) go on to provide consideration for moving/adapting historic buildings to settings subject to flooding:

*Moving a historic building requires separating the building from its foundation and relocating it to a new site and foundation... Moving a historic building is usually considered only when the property is expected to flood repeatedly, succumb to river or shoreline erosion, or is subject to permanent inundation due to sea level rise or subsidence...*

*The primary goal in selecting a new site should be a location that eliminates or reduces the flood risk. The new site should provide as similar a setting as possible to the original. In siting the historic building, consideration should be given to such factors as the original directional orientation of the building and if it had a strong visual relationship to a landscape or other feature, such as a road... Finding an available site with as similar a setting as possible to the original site of the building that also eliminates or reduces the flood risk... Retaining the historic relationship between buildings and the landscape. (114-119)*

The standards emphasize the importance of retaining the building's site, setting and spatial relationships as much as possible when moving a building for it to retain enough character to still contribute to the district and be considered historic. Inappropriate siting that is inconsistent with the historic setting will cause the building to lose historic integrity and no longer contribute to the significance of the district (ineligible for historic tax incentives). Tybee's coastal setting requires adaptation and flexibility of its buildings in order to preserve its overall character. This site is prone to flooding and the building is currently on the lowest portion of the property causing water to continuously erode the first floor. The relocation is an effort to preserve the structure for the long-term but requires the retention of the setback along the street to retain its historic setting and spatial relationships.

The historic setback from the north property line along 7<sup>th</sup> Street is approximately 10 feet. The proposed side yard setback of 12-feet exceeds the 10-foot minimum allowed per the Tybee ordinance. While it is not the same as the historic setback, it is the maximum setback we would be permitted for the state and federal tax reviewers as it does not result in a substantial deviation from the original (10-feet) while allowing for the preservation of the Live Oak trees at the eastern end of the parcel. The required 20-foot setback would be substantial and out of keeping with the historic setting placing the structure much closer to the buildings to the south and altering the character of 7<sup>th</sup> Street. The building would not be able to maintain its current relationship to the public right-of-way and thus its historic integrity would be negatively impacted.

Tybee has a tradition of relocating structures throughout the 20<sup>th</sup> and 21<sup>st</sup> centuries so moving the building is consistent with long-term trends on the island. The proposed location will allow the building to be on higher ground with a more resilient foundation to protect against environmental impacts from its location on the coast while retaining the historic setback from the street and unobstructed frontage along the shoreline.

Thank you for your time and consideration on this preservation effort. We hope that you will look favorably upon the owner's request and allow for a minimal setback consistent with the historic development pattern of the street. Please let me know if you need anything further. I can be reached at (912) 596-4240 or [sward@wardarch.com](mailto:sward@wardarch.com).

Thank you,



Sarah P. Ward, AICP  
Preservation Principal

**File Attachments for Item:**

11. Agenda Request: 2024 Alcohol License Renewals

**MAYOR**

Shirley Sessions

**CITY COUNCIL**

Barry Brown, Mayor Pro Tem

Jay Burke

Nancy DeVetter

Bill Garbett

Michael "Spec" Hosti

Monty Parks



CITY OF TYBEE ISLAND

**INTERIM CITY  
MANAGER**

Michelle Owens

**CLERK OF COUNCIL**

Janet LeViner

**CITY ATTORNEY**

Edward M. Hughes

**City Council Agenda Item Request**

Council Meeting Date for Request: December 14, 2023

Item: Alcohol License Renewals

Explanation: Information for consideration of alcohol license renewals for calendar year 2024

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

- Agave Bar & Grill Company Ivet Perez Hernandez 402 First St
- Burn Marine transport dba A-J's Jacqualand M. Burn 1315 Chatham Ave  
Dockside Restaurant
- American Legion 154 Tybee Island Inc. Jerris Bryant 10 Veterans Drive
- Back River Brewery LLC Jason Dubuque 402 First St
- Beachview Resort Inc. dba Karen Kelly 1701 Butler Ave  
Beachview Bed & Breakfast LLC
- Bernie's Tybee Island Inc. dba Richard Hammons 13 Tybrisa Street  
Bernie's Oyster House
- Bubba Gumbo's LLC Patrick Burns 4 Old Hwy 80
- Taco Aloha LLC dba Michael Hall 1105 Hwy 80 E  
Chamacos Tacos & Surf
- Scofflaw's of Tybee Island LLC John S. Branigin 725-B First St  
dba Cockspur Grill
- The Stunned Mullet LLC dba Anthony Debreceeny 404 Butler Ave  
The Deck Tybee
- Tybee Time Inc. dba Steven Kellam 10 Tybrisa St  
Doc's Bar on Tybee
- Orriginal Restaurants Corp dba Jennifer R. Orr 1613 Strand  
Fannie's on the Beach
- Frozen Daiquiri LLC David Walker 1504 Butler Ave  
dba The Daiquiri Bar
- Camptruth Inc. dba Eric Thomas 1213 Hwy 80  
Huc-A-Bites & Booze
- Nickie's 1971 Bar & Grill Inc. Calvin Ratterree 1513 Butler Ave
- North Beach Bar & Grill LLC George I. Spriggs Jr. 33-A Meddin Dr
- Fresh Catch Tybee LLC Joshua Navon 1601 Inlet Ave  
dba Pier 16
- RAW Industries Inc. dba Ian Davis 18-C Tybrisa St  
RAW Ingredients
- Bikini's Inc. dba Rock House Joshua Navon 1518 Butler Ave
- Rebellion Restaurants dba Emily Leibtag 1512 Butler Ave  
Salt Island Fish & Beer
- The Tybee Sand Bar Inc. dba Jennifer Knox 1512 Butler Ave  
The Sand Bar
- Sea Wolf Tybee LLC Tom Worley 106 S. Campbell Ave
- Spanky's Beachside John Yarbrough 1605 Strand
- Ray's Raymond J. Rogers Jr. 1403 Butler Ave
- St Dreams Ice Cream Shoppe Inc. Alexander Todd Morrison 16<sup>th</sup> and Ocean

Item #11.

**City Council Agenda Item Request (continued)**

**ALCOHOL -2024**

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

- The Quarter Sports Inc. Wayne T. Barlow 604 First St
- Tybee Island Wet Willie's LLC William Dickinson 16-B Tybrisa St
- Tybee Restaurant Group Inc dba
- Tybee Supper Club Alfie Waite 35 Meddin Dr
- Tybee Time Inc. dba Tybee Time Bar Steven Kellam 1603 Strand Ave
- Hadley Family LLC dba Jessica Hadley 19 Tybrisa St  
The Windrose Bar & Grille
- Zunzi's Operations, LLC dba Christopher Smith 1115 US 80 E  
Zunzibar Tybee Island

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

- Mi Vida Frank Bucci 1315 Butler Ave
- Tybee Arts Association Britt Bacon 7 Cedarwood Ave
- Tybee Island Historical Society Inc. Sarah Jones 30 Meddin Dr
- Finn's Corner Pizza LLC Jennifer Anderson 1605 Inlet Ave
- Friends of Tybee Theater dba Evan Goetz 33 Meddin Dr  
dba Tybee Post Theater
- Tybee Restaurant Group Inc. dba Bethany Kellam 33 Meddin Dr  
The Salty Pelican

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

- Elisurfs Coffee & Bagel Bar Michael Hall 15B Tybrisa St  
dba The Surfing Goat
- Linchris Tybee Resort, LLC Brett Loehr 1401 Strand Ave  
dba Hotel Tybee

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

- AJ & Kevin of Tybee Inc. dba Anthony J. Baker 304 First St  
Sundae Café
- King Neptune's Inc dba King Neptune's Stewart Putman 1517 Butler Ave

**BEER/WINE – SUNDAY SALES, PACKAGE SALES ONLY**

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

**Submitted by: Sharon S. Shaver**

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

**Date given to Clerk of Council: December 6, 2023**

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

**[www.cityoftybee.org](http://www.cityoftybee.org)**

Item #11.



- Page 69 -

**File Attachments for Item:**

12. Agenda Request: 2024 Entertainment License Renewals

**MAYOR**  
Shirley Sessions

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



CITY OF TYBEE ISLAND

**INTERIM CITY  
MANAGER**  
Michelle Owens

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**City Council Agenda Item Request**

Council Meeting Date for Request: December 14, 2023

Item: Entertainment License Renewals

Explanation: Information for consideration of entertainment license renewals for calendar year 2024

- |   |                               |                                   |
|---|-------------------------------|-----------------------------------|
| • Burn Marine transport dba A-J's<br>Dockside Restaurant                            | Jacqualand M. Burn            | 1315 Chatham Ave                  |
| • American Legion 154 Tybee Island Inc.   | Jerris A. Bryant              | 10 Veterans Drive                 |
| • Back River Brewery  | Jason/Denise Dubuque          | 402 First St-Upper                |
| • Beachview Resort Inc. dba<br>Beachview Bed & Breakfast LLC                        | Karen Kelly                   | 1701 Butler Ave                   |
| • Bernie's Tybee Island Inc. dba<br>Bernie's Oyster House                           | Richard Hammons               | 13 Tybrisa Street                 |
| • Bubba Gumbo's LLC   | Patrick Burns                 | 4 Old Hwy 80                      |
| • Taco Aloha LLC dba<br>Chamacos Tacos & Surf                                       | Michael Hall                  | 1311 Butler Ave                   |
| • Scofflaw's of Tybee Island LLC<br>dba Cockspur Grill                              | John S. Branigin              | 725-B First St                    |
| • Frozen Daiquiri dba The Daiquiri Bar  | David Walker                  | 1504 Butler Ave                   |
| • The Stunned Mullet LLC dba<br>The Deck Tybee                                      | Anthony Debreceeny            | 404 Butler Ave                    |
| • Tybee Time Inc. dba<br>Doc's Bar on Tybee   | Steven Kellam                 | 10 Tybrisa St                     |
| • Orriginal Restaurants Corp dba<br>Fannie's on the Beach                           | Jennifer R. Orr               | 1613 Strand                       |
| • Fin's Corner Pizza LLC  | Jennifer/Jonathan Anderson    | 1605 Inlet Ave                    |
| • Friends of Tybee Theater dba<br>dba Tybee Post Theater                            | Evan Goetz                    | 33 Meddin Dr                      |
| • Tybee RE Operating Co<br>dba Hotel Tybee  | Brett Loehr                   | 1401 Strand Ave                   |
| • Camptruth Inc. dba<br>Huc-A-Bites & Booze   | Eric Thomas                   | 1213 Hwy 80                       |
| • King Neptune's Inc  | Stewart Putman                | 1517 Butler Ave                   |
| • Nickie's 1971 Bar & Grill Inc.  | Calvin Ratterree              | 1513 Butler Ave                   |
| • North Beach Bar & Grill LLC   | George I. Spriggs Jr          | 33-A Meddin Dr                    |
| • Fresh Catch Tybee LLC<br>dba Pier 16  | Joshua Navon                  | 1601 Inlet Ave                    |
| • Raw Industries, Inc<br>dba Raw Ingredients  | Ian Davis                     | 18-C Tybrisa St.                  |
| • Bikini's Inc. dba Rock House<br>ellion Restaurants dba<br>It Island Fish and Beer | Joshua Navon<br>Emily Liebtog | 1518 Butler Ave<br>101 Lovell Ave |

**City Council Agenda Item Request (continued)**

**Information for consideration of entertainment license renewals for calendar year 2024(continued)**

- |   |                         |                            |
|---|-------------------------|----------------------------|
| • Sea Wolf Tybee LLC                              | Ricardo Ochoa           | 106 S. Campbell Ave        |
| • Sting Ray's                                     | Raymond J. Rogers Jr.   | 1403 Butler Ave            |
| • Sweet Dreams Ice Cream Shoppe Inc.              | Alexander Todd Morrison | 16 <sup>th</sup> and Ocean |
| • The Quarter Sports Inc.                         | Wayne T. Barlow         | 604 First St               |
| • The Tybee Sand Bar Inc. dba<br>The Sand Bar     | Jennifer Knox           | 1512 Butler Ave            |
| • Tybee Arts Association                          | Britt Bacon             | 7 Cedarwood Ave            |
| • Tybee Island Historical Society Inc.            | Sarah Jones             | 30 Meddin Dr               |
| • Tybee Time Inc. dba Tybee Time Bar              | Steven Kellam           | 1603 Strand Ave            |
| • Hadley Family LLC<br>dba Wind Rose Bar & Grille | Jessica L Hadley        | 19 Tybrisa St              |
| • Zunzi's Operations LLC<br>dba Zunzibar          | Christopher Smith       | 1115 US Hwy 80             |
| • Tybee Wedding Chapel LLC                        | Stacye C. Jarrell       | 1114 U.S. Hwy 80           |

Submitted by: Sharon S. Shaver

Phone / Email: 912 472-5072 / [sshaver@cityoftybee.org](mailto:sshaver@cityoftybee.org)

Date given to Clerk of Council: December 4, 2023





# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Burn Marine Transport dba A-J's Dockside Restaurant</u>			
Business Location <u>1315 Chatham Avenue Tybee Isl, GA 31328</u>			
Mailing Address <u>PO Box 1411</u>			
Business Phone <u>(912) 786-9533</u>	Other Phone	Email <u>AJSDSBSCFO@OUTLOOK.COM</u>	
Federal ID# <u>56-254124</u>	State Sales Tax ID# <u>300-932386</u>	NAICS Code	
Business Type (circle one): <input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Alan Burn</u>	<u>155 Runner Rd.</u>	<u>Savannah, GA</u>	<u>owner</u>
<u>Jacovaland Burn</u>	<u>155 Runner Rd.</u>	<u>31410</u>	<u>owner</u>

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

Proposed hours of operation: 11am - 10pm

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

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

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

Applicant Signature Jackie M Burn Date 11/2/2023

Printed Name Jackie Burn

Received by Shawn Johnson Date 11-9-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <b>AMERICAN LEGION POST 154</b>			
Business Location <b>10 VETERANS DR.</b>			
Mailing Address <b>PO Box 1225 TYBEE</b>			
Business Phone <b>(912) 786-5356</b>	Other Phone	Email <b>154@americanlegion.org</b>	
Federal ID# <b>58-6068030</b>	State Sales Tax ID# <b>025-62-21209-2</b>	NAICS Code <b>813410</b>	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC <b>Non-Profit</b> Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<b>JERRIS BRYANT</b>	<b>405 TYBRISA</b>	<b>TYBEE ISLAND</b>	<b>COMMANDER</b>
<b>STEVE MASTRANGELO</b>	<b>WILMINGTON ISLAND</b>	<b>SAVANNAH</b>	<b>SR. VICE</b>
<b>RON VOLLMER</b>	<b>CARPENTER ST</b>	<b>TYBEE ISLAND</b>	<b>JR. VICE</b>
<b>CINDY POWERS</b>	<b>WILMINGTON ISLAND</b>	<b>SAVANNAH</b>	<b>FINANCE</b>

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

Proposed hours of operation:  
**M-F 5-9 PM**

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

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

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

Applicant Signature *Jerris A. Bryant* Date 11/16/2023

Printed Name JERRIS A. BRYANT

Received by *Deann I. Shaw* Date 11-16-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Back River Brewery</u>			
Business Location <u>402 1st St Upper Tybee 31328</u>			
Mailing Address <u>POB 2405 Tybee 31328</u>			
Business Phone <u>912 472 4660</u>	Other Phone <u>912 507 6822</u>	Email <u>ddvbr@gmail.com</u>	
Federal ID#	State Sales Tax ID#	NAICS Code	
Business Type (circle one): Sole Proprietor <input type="radio"/> Partnership <input checked="" type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Denise + Jason Dubuque</u>	<u>8 Fort Ave</u>	<u>Tybee GA 31328</u>	<u>Partners</u>
<u>Frazier Smith</u>	<u>POB 3055</u>	<u>Sav GA 31410</u>	<u>Partner</u>

The nature of any and all commercial activities conducted at the location:  
bar + restaurant, brewery

Proposed hours of operation:  
12-12

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

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

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

Applicant Signature [Signature] Date 11/7/23

Printed Name Denise Dubuque

Received by [Signature] Date 11-8-23

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

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



# CITY OF TYBEE ISLAND

## ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Beachview Bed and Breakfast</u>			
Business Location <u>1701 Butler Ave</u>			
Mailing Address <u>1701 Butler Ave Tybee Island GA 31328</u>			
Business Phone <u>912 786 5500</u>	Other Phone	Email <u>Karen@beachviewtybee.com</u>	
Federal ID# <u>35 242 48 70</u>	State Sales Tax ID# <u>308279097</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____			

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

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

Proposed hours of operation:  
7am - 12am

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
Open communication w/ neighbors, follow Rules

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

Name <u>Karen Kelly</u>	Physical Address	Phone <u>912 786 5500</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature Karen Kelly Date 11-16-23

Printed Name Karen Kelly

Received by Marian Schauer Date 11-16-2023

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

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



# CITY OF TYBEE ISLAND

## ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <b>Bernies Oyster House</b>			
Business Location <b>13 Tybrisa Street, Tybee Island, GA 31328</b>			
Mailing Address <b>PO Box 99, Tybee Island, GA 31328</b>			
Business Phone <b>912-508-1977</b>	Other Phone	Email <b>rich@lighthousepizza.net</b>	
Federal ID#	State Sales Tax ID#	NAICS Code	
Business Type (circle one): <b>Sole Proprietor</b> Partnership Corporation LLC Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
Rich Hammons	12-A Izlar Ave	Tybee Island, GA 31328	President

The nature of any and all commercial activities conducted at the location: <b>Full Service Restaurant</b>
Proposed hours of operation: <b>11am to 1am</b>
Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties: <b>None, restaurant zoned C-1</b>

<b>Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.</b>		
Name <b>Richard Hammons</b>	Physical Address <b>12-A Izlar Ave, Tybee Island, GA 31328</b>	Phone <b>912-508-1977</b>

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

Applicant Signature *Rich Hammons* Date 14 Nov 2023

Printed Name Rich Hammons

Received by *Sharon S. I have* Date 11-14-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name: <b>BUBBA GUMBO'S RESTAURANT</b>			
Business Location: <b>4010 HIGHWAY 80 TYBEE ISL GA 31328</b>			
Mailing Address: <b>716 WATERFORD LANDING RD RICHMOND HILL GA 31324</b>			
Business Phone: <b>912-786-4445</b>	Other Phone: <b>912-667-7536</b>	Email: <b>ptsavannah@co11.com</b>	
Federal ID#: <b>47-3090383</b>	State Sales Tax ID#: <b>3183679.14</b>	NAICS Code: _____	
Business Type (circle one): Sole Proprietor Partnership Corporation <b>(LC)</b> Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<b>PAUL BURNS</b>	<b>716 WATERFORD LANDING RD RICHMOND HILL GA 31324</b>	<b>GA 31324</b>	<b>PRESIDENT</b>

The nature of any and all commercial activities conducted at the location:  
**FOOD & BEVERAGE SERVICE**

Proposed hours of operation:  
**12-9 PM DAILY**

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
**NO NEIGHBORS**

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

Name	Physical Address	Phone

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

\* Applicant Signature *Patricia Burns* Date 11/15/23

Printed Name Patricia Burns

Received by *Sharon Johnson* Date 11-15-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

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

Business Name <b>TAKO ALOHA LLC</b>			
Business Location <b>1105 HWY 80E TYBEE ISLAND GA 31328</b>			
Mailing Address <b>619 WHIPPOORWILL RD SAVANNAH GA 31416</b>			
Business Phone <b>912-308-8820</b>		Other Phone	
Federal ID# <b>83-3648512</b>		State Sales Tax ID#	
Email <b>michael.hall@boursecyclist.com</b>		NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation <b>LLC</b> Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<b>Michael Hall</b>	<b>619 Whipoorwill Rd</b>	<b>Savannah GA 31416</b>	<b>Owner</b>

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

Proposed hours of operation:  
**12-9**

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

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

Name <b>Michael Hall</b>	Physical Address <b>619 Whipoorwill Rd Savannah GA 31416</b>	Phone <b>912-308-8820</b>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO**  
(If YES, list details below)

Applicant Signature *[Signature]* Date **11/13/23**

Printed Name **Michael Hall**

Received by *[Signature]* Date **11-17-23**

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Cockspur Grill</u>			
Business Location <u>725-B First St</u>			
Mailing Address <u>PO Box 239, Tybee Isl GA 31328</u>			
Business Phone <u>912-472-4753</u>	Other Phone	Email <u>bills@cockspurgill.com</u>	
Federal ID# <u>85-1334592</u>	State Sales Tax ID# <u>308-609761</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation <u>LLC</u> Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>John Branigan</u>	<u>1406 7th Ave</u>	<u>Tybee Isl GA 31328</u>	<u>owner</u>
<u>Michael Hosti</u>	<u>50 Solomon Ave</u>	<u>Tybee Isl GA 31328</u>	<u>owner</u>

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

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

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

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

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

No

Applicant Signature [Signature] Date ~~11/3~~ 11/6/23

Printed Name John Branigan

Received by [Signature] Date 11-6-2023

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

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





# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <b>Frozen Daiquiri, LLC dba The Daiquiri Bar</b>			
Business Location <b>1504 Butler Ave</b>			
Mailing Address <b>P O Box 14077 Savannah, GA 31416</b>			
Business Phone <b>478-278-6936</b>		Other Phone	Email <b>jrpooler123@gmail.com</b>
Federal ID# <b>92-1691664</b>		State Sales Tax ID#	NAICS Code <b>722511</b>
Business Type (circle one): <input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<b>David Walker</b>	<b>10 Briarberry Cv</b>	<b>Savannah, GA 31406</b>	<b>Member</b>

The nature of any and all commercial activities conducted at the location:  
**Production, dispensing, and serving of Daiquiri products**

Proposed hours of operation:  
**11 AM to 11 PM Mon-Sat; Sunday 11 AM to 11 PM**

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
**Pipe Music - Recording Music (No Live Music)**

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

Name <b>David Walker</b>	Physical Address <b>10 Briarberry Cv; Savannah, GA 31406</b>	Phone <b>478-278-6936</b>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature *David Walker* Date 11/19/2023

Printed Name David Walker

Received by *David Schuman* Date 11/19/2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>The Stammered Mallet, LLC</u>			
Business Location <u>404 Butler Ave. Tybee Island GA 31328</u>			
Mailing Address <u>143 Bull St, 2nd floor Savannah, Ga 31401</u>			
Business Phone <u>912-224-1245</u>		Other Phone _____	
Federal ID# <u>820791091</u>		State Sales Tax ID# <u>309-02683</u>	
		Email <u>account@scsckSavannah.com</u>	
Business Type (circle one): <u>Sole Proprietor</u>		Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> <u>LLC</u> Non-Profit <input type="checkbox"/> Other: _____	

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Anthony Debrececy</u>	<u>410 E Huntingdon St.</u>	<u>Savannah, Ga.</u>	<u>Owner</u>

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

Proposed hours of operation:  
11-10pm - 7 days a week

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

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

Name <u>Anthony Debrececy</u>	Physical Address <u>410 E. Huntingdon St. Savannah, GA 31401</u>	Phone <u>912-224-1245</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature [Signature] Date 11/17/23

Printed Name Mary Kitchey

Received by [Signature] Date 11-17-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name Tybee Time DBA ~~Tybee Time~~ Doc's Bar on Tybee  
 Business Location 10 Tybrisa Street  
 Mailing Address P.O. Box 2165 Tybee Island GA 31328  
 Business Phone 912 713-5466 Other Phone \_\_\_\_\_ Email Skellam@Aol.com  
 Federal ID# 455132668 State Sales Tax ID# 308331578 NAICS Code \_\_\_\_\_  
 Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: \_\_\_\_\_

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<u>Steve Kellam</u>	<u>218 Catalina Dr Tybee Island</u>	<u>GA 31328</u>	
<u>Bethany Kellam</u>	<u>" "</u>	<u>" "</u>	

The nature of any and all commercial activities conducted at the location:  
Restaurant / Bar  
 Proposed hours of operation:  
11am - 3am  
 Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
Door Person

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

Name Steve Kellam Physical Address 218 Catalina Dr Tybee Island GA 31328 Phone 912 713-5466

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

Applicant Signature Bethany Kellam Date 11-16-23

Printed Name Bethany Kellam

Received by Sharon Skellam Date 11-17-2023

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

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



# CITY OF TYBEE ISLAND

## ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>ORIGINAL RESTAURANTS CORP dba Fannies On The Beach</u>			
Business Location <u>1613 STRAND</u>			
Mailing Address <u>PO BOX 39 TYBEE IS, GA 31328</u>			
Business Phone <u>912 786 6109</u>	Other Phone <u>912 604 5927</u>	Email <u>fanniesotb@gmail.com</u>	
Federal ID# <u>58-2007479</u>	State Sales Tax ID# <u>025-328865</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<u>JENNIFER R ORR</u>	<u>119 PENROSE DR</u>	<u>SAV, GA 31410</u>	<u>OWNER</u>

The nature of any and all commercial activities conducted at the location:  
FULL SERVICE RESTAURANT W. BAR

Proposed hours of operation:  
11 AM - 10 PM / 11 PM

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

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

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

Applicant Signature [Signature] Date 11/6/23

Printed Name JENNIFER R ORR

Received by [Signature] Date 11-6-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>Fins Corner</u>			
Business Location <u>1605 Inlet Ave</u>			
Mailing Address <u>PO Box 1052</u>			
Business Phone <u>912 472 4918</u>	Other Phone <u>912 401 5717</u>	Email <u>citytybee@gmail.com</u>	
Federal ID# <u>92-8954022</u>	State Sales Tax ID#	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation <u>LLC</u> Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Jonathan Anderson</u>	<u>111 catalina Dr</u>	<u>Tybee Island GA</u>	<u>Owner's</u>
<u>Jennifer Anderson</u>	<u>cc</u>	<u>31328</u>	<u>Owner</u>

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

Proposed hours of operation:  
1130-930 pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
built fence around the property

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

Name <u>Jon Anderson</u>	Physical Address <u>111 catalina Dr</u>	Phone <u>912 401 5717</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature [Signature] Date 11/20/23

Printed Name Jonathan Anderson 11-20-23

Received by [Signature] Date 11-20-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

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

Business Name <u>Tybee Post Theater</u>			
Business Location <u>10 Van Horne Ave.</u>			
Mailing Address <u>PO Box 2356</u>			
Business Phone <u>912 472 4790</u>	Other Phone	Email <u>info@tybeeposttheater.org</u>	
Federal ID# <u>58-2647732</u>	State Sales Tax ID#	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC <u>Non-Profit</u> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Evan Goutz</u>	<u>116A Hope Lane</u>	<u>Sav, GA 31406</u>	<u>Ex. Director</u>
<u>Alan Robertson</u>	<u>4 Driftwood Ct.</u>	<u>Tybee, GA 31328</u>	<u>President</u>
<u>Demery Bishop</u>	<u>8th 13th place</u>	<u>Tybee, GA 31328</u>	<u>Vice President</u>

The nature of any and all commercial activities conducted at the location: We are an entertainment venue showing movies, bands, plays, comedy, ballet + more!

Proposed hours of operation: 9am - 10 pm

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

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

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

Applicant Signature [Signature] Date 11/9/23

Printed Name Evan Goutz

Received by [Signature] Date 11-9-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <i>Tybee RF Operating Co DBA Hotel Tybee</i>		
Business Location <i>1901 Strand Ave, Tybee Island, Ga 31328</i>		
Mailing Address <i>PO Box 2880 Tybee Island, Ga 31328</i>		
Business Phone <i>912 786 7777</i>	Other Phone	Email <i>brette@hoteltybee.com</i>
Federal ID# <i>04-2975542</i>	State Sales Tax ID# <i>308500574</i>	NAICS Code <i>722110</i>
Business Type (circle one): Sole Proprietor Partnership Corporation <u>LLC</u> Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<i>Linchri's Hotel Corp</i>	<i>269 Hanover St Ste 2</i>	<i>Hanover, Ma 02539</i>	

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

Proposed hours of operation:  
*9am - 11pm*

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
*Spaces do not impact neighbors*

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

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

Applicant Signature *[Signature]* Date *10/31/23*

Printed Name *Brett Locher*

Received by *[Signature]* Date *10/31/23*

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Campruth inc dba Hicapoo's Bites &amp; Bazaar</u>			
Business Location <u>1213 Hwy 80</u>			
Mailing Address <u>P.O. Box 2731</u>			
Business Phone <u>912 786 5900</u>	Other Phone <u>912 713 9559</u>	Email <u>Hicapoo's @ Gmail</u>	
Federal ID# <u>58-2622561</u>	State Sales Tax ID# <u>20019318723</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<u>ERIC Thomas</u>	<u>71 Van Horn</u>	<u>Tybee GA 31328</u>	<u>CEO</u>

The nature of any and all commercial activities conducted at the location:  
Pizza, Fun, live music, events, football games, parties

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

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
monitor sound nightly, built sound dampening walls & window deflectors

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

Name <u>ERIC Thomas</u>	Physical Address <u>71 Van Horn</u>	Phone <u>912 713 9559</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO  
(If YES, list details below) No

Applicant Signature [Signature] Date 11/6/23

Printed Name ERIC Thomas

Received by [Signature] Date 11-6-2023

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

Approved with restrictions or conditions: \_\_\_\_\_

Reason for denial: \_\_\_\_\_ Date mailed to applicant: \_\_\_\_\_

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





# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <b>King Neptune's</b>			
Business Location <b>1517 Butler Ave. Tybee Island</b>			
Mailing Address <b>P.O. Box 2817 Tybee Island</b>			
Business Phone <b>912 660-0033</b>	Other Phone <b>912 704-0450</b>	Email <b>stu.putman@earthlink.net</b>	
Federal ID# <b>92-1725800</b>	State Sales Tax ID# <b>20282772986</b>	NAICS Code <b>722410</b>	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers

Name	Home Address	City, State, Zip	Title
<b>Stu Putman 100%</b>	<b>1429 Estill Ave, J</b>	<b>Tybee Island, GA 31328</b>	<b>CEO</b>

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

**Bar, Pub, Tavern**

Proposed hours of operation:

**MON-THUR 10AM-7PM, FRI & SAT 10AM-2AM Sunday Closed**

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

**G-1 Location, Commercial NO OUTSIDE MUSIC, SELF-CONTAINED BUILDING**

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

Name <b>Stu Putman</b>	Physical Address <b>1429 Estill Ave, J Tybee Island</b>	Phone <b>912-660-0033</b>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

**NO**

Applicant Signature *[Signature]* Date **11-9-23**

Printed Name **Stewart Putman**

Received by *[Signature]* Date **11-15-23**

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <i>Nickies 1971 Bar and Grill</i>			
Business Location <i>1513 Butler Ave Tybee Island Ga 31328</i>			
Mailing Address <i>PO Box 974 Tybee Island Ga 31328</i>			
Business Phone <i>912-786-4444</i>	Other Phone <i>478-978-7704</i>	Email <i>Calvin.Rotter@tybee.com</i>	
Federal ID# <i>51-4002021</i>	State Sales Tax ID# <i>20246975</i>	NAICS Code	
Business Type (circle one): <input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<i>Calvin Rotter</i>	<i>1709 Inlet Ave</i>	<i>Tybee Island Ga 31328</i>	<i>Owner</i>
<i>Rox Landrum</i>	<i>221 Maywood Dr</i>	<i>Martinez Ga 30901</i>	<i>Society</i>

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

Proposed hours of operation:  
*11AM TO 3AM*

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
*Keeping Doors Closed*

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

Name <i>Calvin Rotter</i>	Physical Address <i>1709 Inlet Ave Tybee Island</i>	Phone <i>478-978-7704</i>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature *Calvin Rotter* Date *11/5/23*

Printed Name *Calvin Rotter*

Received by *David Johnson* Date *11-5-2023*

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

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



# CITY OF TYBEE ISLAND

## ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>North Beach Bar and Grill</u>		
Business Location <u>33 MEDDIN DRIVE, TYBEE ISLAND, GA 31328</u>		
Mailing Address <u>PO BOX 2953, TYBEE ISLAND, GA 31328</u>		
Business Phone <u>912.788.4442</u>	Other Phone <u>912.429.0760</u>	Email <u>george.inamoment@gmail.com</u>
Federal ID# <u>271695598</u>	State Sales Tax ID# <u>20111462381</u>	NAICS Code <u>722410</u>
Business Type (circle one): Sole Proprietor Partnership Corporation <u>LLC</u> Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>George J. Spriggs, Jr</u>	<u>3110A SHELL ROAD</u>	<u>SAV, GA, 31404</u>	<u>OWNER</u>

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

Proposed hours of operation:  
SUNDAY thru Thursday 11:30AM - 9PM, FRIDAY + Saturday 11:30AM - 10PM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
COMPLIANCE w/ NOISE ORDINANCE, SHORTENED HOURS of OPERATION

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

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

Applicant Signature George J. Spriggs, Jr Date 11.17.23

Printed Name George J. Spriggs, Jr.

Received by Mason Latham Date 11-17-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <i>Fresh Catch Tybee LLC dba Pier 16 Seafood</i>		
Business Location <i>Pier 1 Inlet Ave</i>		
Mailing Address <i>PO Box 276 Tybee Island, GA 31328</i>		
Business Phone <i>(912) 499-4936</i>	Other Phone	Email <i>Pier16tybee@gmail.com</i>
Federal ID# <i>03-2037058</i>	State Sales Tax ID# <i>309-4081040</i>	NAICS Code
Business Type (circle one): <input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit    Other: _____		

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

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

Proposed hours of operation:  
*11a - 10p*

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

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

Name <i>Joshua Navon</i>	Physical Address <i>24 Palaski St. Tybee Island</i>	Phone <i>(905) 746-4754</i>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature *Joshua Navon* Date *11/2/2023*

Printed Name *Joshua Navon*

Received by *Alexis Sillman* Date *11-14-2023*

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>RAW INGREDIENTS</u>		
Business Location <u>18 TYBEE ISLAND STREET</u>		
Mailing Address <u>P.O. Box # 351 TYBEE ISLAND, GA, 31328</u>		
Business Phone <u>(912)-499-4128</u>	Other Phone <u>912 308 9514</u>	Email <u>RAW.INGREDIENTS.INC@GMAIL.COM</u>
Federal ID# <u>81-1058592</u>	State Sales Tax ID# <u>20243336636</u>	NAICS Code <u>722518</u>
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>JAN DAVIS</u>	<u>15 MONTAUB DRIVE</u>	<u>RICHMOND HILL, GA, 31324</u>	<u>OWNER</u>
<u>MARSHALL STEVENS</u>	<u>35 BARRINGTON CIRCLE</u>	<u>SAV, GA, 31419</u>	<u>OWNER</u>

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

Proposed hours of operation:  
17:00 TO 22:00

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

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

Name <u>MARSHALL STEVENS</u>	Physical Address <u>35 BARRINGTON CIRCLE, SAV, GA, 31419</u>	Phone <u>(912)-308-9514</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES NO  
(If YES, list details below) N/A

Applicant Signature [Signature] Date 11/9/23

Printed Name JAN DAVIS

Received by [Signature] Date 11-9-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Bikinis Inc. dba Rock House Restaurant</u>			
Business Location <u>1518 Butler Ave</u>			
Mailing Address <u>PO Box 276, Tybee Island GA</u>			
Business Phone <u>912-786-8111</u>		Other Phone	Email
Federal ID# <u>26-4174211</u>		State Sales Tax ID# <u>305799936</u>	NAICS Code
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Joshua Navon</u>	<u>PO Box 1835</u>	<u>Tybee Island GA</u>	<u>owner</u>

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

Proposed hours of operation:  
Seasonal 11-11, 11-12

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

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

Name <u>Joshua Navon</u>	Physical Address <u>24 Pulaski St. Tybee</u>	Phone <u>805-746-4754</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO  
NO

Applicant Signature [Signature] Date 11/2/23

Printed Name Joshua Navon

Received by [Signature] Date 11-2-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Salt Island Fish &amp; Beer</u>			
Business Location <u>101 Larch Ave</u>			
Mailing Address <u>P.O. Box 729 Tybee Island</u>			
Business Phone		Other Phone <u>720-999-5447</u>	Email <u>emily@saltislandfb.com</u>
Federal ID# <u>82-4373555</u>		State Sales Tax ID# <u>308772374</u>	NAICS Code <u>722511</u>
Business Type (circle one): <input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input checked="" type="radio"/> (LLC) <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Emily Liebtog</u>	<u>817 1st St</u>	<u>Tybee</u>	<u>Owner</u>
<u>Eric Liebtog</u>	<u>817 1st St</u>	<u>Tybee</u>	<u>Owner</u>

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

Proposed hours of operation:  
M-F 12-9 Sat-Sun 11-9

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
music ends at 9, mainly single musician

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

Name <u>Eric Liebtog</u>	Physical Address <u>817 1st St Tybee</u>	Phone <u>912-838-7501</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO  
no

Applicant Signature [Signature] Date 11/6/23

Printed Name Emily Liebtog

Received by [Signature] Date 11-13-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <b>SEA WOLF TYBEE</b>			
Business Location <b>106 S. CAMPBELL AVE</b>			
Mailing Address <b>PO BOX 1283 TYBEE ISLAND, GA 31328</b>			
Business Phone <b>912 546 1360</b>	Other Phone	Email <b>SEAWOLFTYBEE@GMAIL.COM</b>	
Federal ID# <b>202 63127503</b>	State Sales Tax ID# <b>308704436</b>	NAICS Code <b>NOISE</b>	
Business Type (circle one): Sole Proprietor Partnership Corporation <b>(LC)</b> Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<b>RICARDO OCHOA</b>	<b>12 ANDERSON CT</b>	<b>TYBEE ISLAND 31328 GA</b>	<b>CO-OWNER</b>
<b>THOMAS WORLEY</b>	<b>2421 LINCOLN ST</b>	<b>SAVANNAH GA 31401</b>	<b>CO-OWNER</b>
<b>ANDREW RIPLEY</b>	<b>746 E 41ST STREET</b>	<b>SAVANNAH GA 31401</b>	<b>CO-OWNER</b>

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

Proposed hours of operation:  
**12-3 PM SATURDAY & SUNDAYS**

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

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

Name <b>RICARDO OCHOA</b>	Physical Address <b>12 ANDERSON CT TYBEE ISLAND</b>	Phone <b>912-546-1360</b>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO  
**NO**

Applicant Signature Date **11/17/23**

Printed Name **RICARDO OCHOA**

Received by Date **11-17-2023**

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

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





# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>StingRay's</u>			
Business Location <u>1403 Butler Ave., Tybee Island, GA 31328</u>			
Mailing Address <u>126 Lagoon View Xing, Savannah, GA 31410</u>			
Business Phone <u>912-484-4954</u>	Other Phone	Email <u>rjr55555@bellsouth.net</u>	
Federal ID#	State Sales Tax ID#	NAICS Code	
Business Type (circle one): Sole Proprietor <input type="checkbox"/> <b>Partnership</b> <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Raymond Rogers Jr</u>	<u>126 Lagoon View Xing</u>	<u>Savannah GA 31410</u>	<u>Partner</u>
<u>Raymond Rogers III</u>	<u>309 Suncrest Blvd</u>	<u>Savannah GA 31410</u>	<u>Partner</u>

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

Proposed hours of operation:  
11:00 a.m. until close

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

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

Name <u>Ray Rogers</u>	Physical Address <u>309 Suncrest Blvd., Sav GA 31410</u>	Phone <u>912-484-2673</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO**  
(If YES, list details below)

Applicant Signature Raymond J Rogers Jr Date 11-13-23

Printed Name Raymond Rogers, Jr.

Received by Shawn Johnson Date 11-15-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>Sweet Dreams Ice Creame Shoppe Inc</u>			
Business Location <u>11th &amp; Ocean (Tybee Pier)</u>			
Mailing Address <u>11603 2nd Ave, Tybee Island, GA 31328</u>			
Business Phone <u>912-677-2293</u>	Other Phone <u>912-309-0038</u>	Email <u>riptidebar@gmail.com</u>	
Federal ID# <u>83-3279940</u>	State Sales Tax ID# <u>300618665</u>	NAICS Code <u>722410</u>	
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Alexander Todd Morrison</u>	<u>1 Cedarview Court</u>	<u>Savannah, GA 31410</u>	<u>Owner</u>

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

Proposed hours of operation:  
10am - 7pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
We have never had a noise complaint from any previous event.

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

Name <u>Joy Hoen</u>	Physical Address <u>218 Port Royal Dr.</u>	Phone <u>912-677-2293</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO**  
(If YES, list details below)

Applicant Signature [Signature] Date 11/17/2023

Printed Name Todd Morrison

Received by [Signature] Date 11-17-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>The Quarter Sports Inc</u>		
Business Location <u>604 1st St</u>		
Mailing Address <u>P.O. Box 1688 Tybee Island Ga 31328</u>		
Business Phone <u>912-507-1666</u>	Other Phone <u>912-507-1666</u>	Email <u>hbarlow012@yahoo.com</u>
Federal ID#	State Sales Tax ID#	NAICS Code
Business Type (circle one): Sole Proprietor Partnership <input checked="" type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Wayne T. Barlow</u>	<u>251 Clifford Coleman Rd</u>	<u>Cobbtown Ga 30420</u>	<u>President</u>
<u>Heandy Kennedy</u>	<u>108 Heritage Mist Court</u>	<u>Mableton Ga 30126</u>	<u>Secretary</u>

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

Proposed hours of operation:  
4<sup>00</sup> pm till 3<sup>00</sup> am Mon-Sat Sun 12<sup>30</sup> pm till 3am

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

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

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

Applicant Signature [Signature] Date 11-1-23

Printed Name Wayne T. Barlow

Received by [Signature] Date 11-1-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Tybee Restaurant Group Inc DBA The Salty Pelican</u>			
Business Location <u>33 Meddin Drive Tybee Island GA 31328</u>			
Mailing Address <u>P.O. Box 2145 Tybee Island GA 31328</u>			
Business Phone <u>912 713-5466</u>		Other Phone	Email <u>Skellam@aol.com</u>
Federal ID#	State Sales Tax ID# <u>309252123</u>		NAICS Code
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Bethany Kellam</u>	<u>218 Catalina Dr</u>	<u>Tybee Island GA 31328</u>	
<u>Steve Kellam</u>	<u>"</u>	<u>"</u>	
<u>Todd Morrison</u>	<u>1603 2nd Ave</u>	<u>"</u>	

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

Proposed hours of operation:  
11AM - 9PM

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

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

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

Applicant Signature Bethany Kellam Date 11-17-23

Printed Name Bethany Kellam

Received by \_\_\_\_\_ Date \_\_\_\_\_

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>The Tybee Sand Bar, Inc dba The Sand Bar</u>			
Business Location <u>1512 Butler Ave Tybee Island GA 31328</u>			
Mailing Address <u>145 C S Campbell Ave Tybee Island GA 31328</u>			
Business Phone <u>912-786-8304</u>	Other Phone <u>910-538-8778</u>	Email <u>Jenwuv1@aol.com</u>	
Federal ID# <u>46-5054054</u>	State Sales Tax ID# <u>308-129668</u>	NAICS Code <u>722511</u>	
Business Type (circle one): Sole Proprietor Partnership Corporation <input checked="" type="radio"/> Non-Profit Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Jennifer Knox</u>	<u>145 C S Campbell Ave</u>	<u>Tybee Island GA 31328</u>	<u>Owner</u>

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

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

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
Keeping doors closed at night

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

Name <u>Jennifer Knox</u>	Physical Address <u>145 C S Campbell Ave</u>	Phone <u>910-538-8778</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature Jen Knox Date 11/6/23

Printed Name Jennifer Knox

Received by [Signature] Date 11-6-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <b>TYBEE ARTS ASSOCIATION</b>			
Business Location <b>7 Cedarwood Ave.</b>			
Mailing Address <b>PO Box 234A</b>			
Business Phone <b>912 484 7157</b>	Other Phone <b>912-596-4992</b>	Email <b>tybearts@gmail.com</b>	
Federal ID# <b>58-2274131</b>	State Sales Tax ID# <b>20007351210</b>	NAICS Code <b>25895</b>	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC <u>Non-Profit</u> Other: <b>25895</b>			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<b>BRITT BACON</b>	<b>410 Miller Ave</b>	<b>TYBEE ISLAND</b>	<b>President</b>
<b>Rennu Depozitt</b>	<b>1015 Butler Ave</b>	<b>TYBEE IS GA 31328</b>	<b>Vice President</b>
<b>Angela Lightsey</b>	<b>Lighthouse Ln.</b>	<b>TYBEE IS GA 31328</b>	<b>Treasurer</b>
<b>Kelly Jones</b>	<b>Park St</b>	<b>TYBEE IS GA 31328</b>	<b>Secretary</b>

The nature of any and all commercial activities conducted at the location:  
**Theatre Shows, Arts Ex**

Proposed hours of operation:  
**7 am to 11 pm**

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
**Private Parking Directions.**

<b>Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.</b>		
Name <b>BRITT BACON</b>	Physical Address <b>410 Miller Ave</b>	Phone <b>912 484 7157</b>

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

Applicant Signature Date **11-6-23**

Printed Name **BRITT BACON** **11-6-2023**

Received by Date \_\_\_\_\_

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>Tybee Island Historical Society</u>			
Business Location <u>30 Meddin Dr. Tybee Island GA 31328</u>			
Mailing Address <u>P.O. Box 344, Tybee Island, GA 31328</u>			
Business Phone <u>912-786-5801</u>	Other Phone	Email <u>Sarah@tybeelighthouse.org</u>	
Federal ID# <u>51-0191008</u>	State Sales Tax ID# <u>025-310901</u>	NAICS Code	
Business Type (circle one): Sole Proprietor Partnership Corporation LLC <u>Non-Profit</u> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>SARAH JONES</u>	<u>5 Calibogue Rd Sav GA 31410</u>		<u>Exc. Dir</u>
<u>HOPE BARTON</u>	<u>702 Lovell Ave Tybeels, GA 31328</u>		<u>President</u>

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

Proposed hours of operation:  
9am - 5:30 pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
we comply w/ all city codes

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

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

Applicant Signature  Date 11/02/23

Printed Name SARAH JONES

Received by  Date 11-2-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>Tybee Time Inc DBA Tybee Time Bar</u>		
Business Location <u>1603 Strand Ave Tybee Island GA 31328</u>		
Mailing Address <u>P.O. Box 2165 Tybee Island GA 31328</u>		
Business Phone <u>912 713-5466</u>	Other Phone	Email
Federal ID# <u>455122665</u>	State Sales Tax ID# <u>301983937</u>	NAICS Code
Business Type (circle one): Sole Proprietor Partnership <u>Corporation</u> LLC Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Steve Kellam</u>	<u>218 Catalina Dr</u>	<u>Tybee Island GA 31328</u>	

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

Proposed hours of operation:  
11AM-3AM

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

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

Name <u>Steve Kellam</u>	Physical Address <u>218 Catalina Dr Tybee Island GA 31328</u>	Phone <u>912 713-5466</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO  
No

Applicant Signature [Signature] Date 11-16-23

Printed Name STEVEN KELLAM

Received by [Signature] Date 11-16-2023

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

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





# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>Windrose Bar and Grill</u>			
Business Location <u>19 Tybrisa St Tybee Island, Ga 31328</u>			
Mailing Address <u>P.O. Box 21654</u>			
Business Phone <u>912-786-6593</u>	Other Phone <u>269-910-6052</u>	Email <u>Jeffhadley1107@gmail.com</u>	
Federal ID# <u>87-3503651</u>	State Sales Tax ID# <u>20271139203</u>	NAICS Code	
Business Type (circle one): <input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input checked="" type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Jessica Hadley</u>	<u>10 Fort Ave</u>	<u>Tybee Island Ga 31328</u>	<u>Owner</u>

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

Proposed hours of operation:  
11 am - 2 am

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
Keep doors closed, music levels down

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

Name <u>Jessica Hadley</u>	Physical Address <u>10 Fort Ave Tybee Island Ga</u>	Phone <u>269-910-6052</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, list details below)

Applicant Signature Jessica Hadley Date 11/6/23

Printed Name Jessica Hadley 11-6-2023

Received by Shane Schann Date 11-6-2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>Zunzi's Operations, LLC</u>			
Business Location <u>1115 US 80 E Tybee Island, GA 31328</u>			
Mailing Address <u>P.O. Box 8007 Savannah, GA 31412</u>			
Business Phone <u>(912) 662-1437</u>	Other Phone <u>(912) 472-4902</u>	Email <u>admin@zunzis.com</u>	
Federal ID# <u>85-1934144</u>	State Sales Tax ID#	NAICS Code <u>722511</u>	
Business Type (circle one): Sole Proprietor Partnership Corporation <b>LLC</b> Non-Profit Other: _____			

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Christopher Smith</u>	<u>40 Bartow Point Dr.</u>	<u>Savannah, GA 31404</u>	<u>Managing Member</u>

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

Proposed hours of operation:  
11am - 11pm Monday - Sunday

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
Keep noise levels at or below the decible level ordinance allows.

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

Name <u>Nicholas Oswald</u>	Physical Address <u>409 E. Liberty St. Savannah, GA</u>	Phone <u>704-345-2106</u>
-----------------------------	---	---------------------------

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

NO

Applicant Signature  Date 10/31/2023

Printed Name Christopher Smith

Received by  Date 11/13/2023

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

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



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

**Fee \$50**

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

Business Name <u>Tybee Wedding Chapel, LLC</u>			
Business Location <u>1114 US Hwy 80 Tybee Island, GA 31328</u>			
Mailing Address <u>P.O. Box 1576 Tybee Island, GA 31328</u>			
Business Phone <u>912-786-0054</u>		Other Phone <u>912-507-3939</u>	
Federal ID# <u>271 680 750</u>		State Sales Tax ID#	
		Email <u>STACYE@OCEANFRONTCOTTAGE.COM</u>	
Business Type (circle one): <u>(Sole Proprietor)</u>		Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Other: _____	
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Stacye C. Jarrell</u>	<u>PO Box 1576</u>	<u>Tybee Island GA 31328</u>	<u>Sole proprietor</u>

The nature of any and all commercial activities conducted at the location:  
Weddings, Rehearsals, Receptions, Special Events

Proposed hours of operation:  
9:00 AM - 11 PM

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
Building sound proofed, Contracts specify noise, security, at all events

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

Name <u>Stacye C. Jarrell</u>	Physical Address <u>2420 Hickory Bluff Road</u>	Phone <u>912-507-3939</u>
-------------------------------	---	---------------------------

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

Applicant Signature Stacye C. Jarrell Date 11/25/23

Printed Name Stacye C. Jarrell

Received by Marion Williams Date 11/29/2023

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

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

**File Attachments for Item:**

13. Agenda Request: Critz Tybee Run Fest 2024-Alcohol License: Beer and Wine  
-Special Event: February 2-3, 2024

**MAYOR**  
Shirley Sessions

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



CITY OF TYBEE ISLAND

**INTERIM CITY  
MANAGER**  
Michelle Owens

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**City Council Agenda Item Request**

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

Council Meeting Date for Request: December 14, 2023

Item: Alcohol License Request-Special Event-Beer and Wine-  
Critz Tybee Run Fest

Explanation: Critz Tybee Run Fest  
Dates of event: February 2-3, 2024

Budget Line Item Number (if applicable): \_\_\_\_\_

Paper Work:  X  Attached\*  
  Audio/Video Presentation\*\*

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

Submitted by: Sharon S. Shaver

Phone / Email: 912 472-5072 / [sshaver@cityoftybee.org](mailto:sshaver@cityoftybee.org)

Comments: \_\_\_\_\_

Date given to Clerk of Council December 5, 2023

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



# CITY OF TYBEE ISLAND BUSINESS AND ALCOHOL LICENSE APPLICATION



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

LICENSE CLASSIFICATION	FEE	CHECK
Retail Beer/Wine - Package Sales Only, Consumption on Premises Prohibited	1110.	
Retail Beer/Wine - Sale by Drink for Consumption on Premises Only	945.	
Retail Liquor - Sale by Package Only, Consumption on Premises Prohibited	1410.	
Retail Liquor - Sale by Drink for Consumption on Premises Only	1950.	
Retail Liquor - Sale by Package & Drink both in One Building under One Ownership	2,000	
Sunday Sales - Sale by Drink for Consumption on Premises Only	150	
Sunday Sales - Package Sales Only	50	
Wholesale Beer	765	
Wholesale Liquor	1,500	
Wholesale Wine	150	
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300	
Special Event - Public or Private Property - Beer, Wine (no current license) per event	50	
Special Event - Public or Private Property - Beer, Wine (no current license) 3 days	100	
Special Event - Public or Private Property - Beer, Wine (holding current license) per event	10	

Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder or the applicant may be the manager of the business charged with the regular operation of said business on the premises for which the license is issued.

Business Name: Omca of Coastal GA  
 Business Location: 10th St. Piering Lot, Tybee Island GA 31328  
 Mailing Address: 210 W. Henderson St. Sea View GA 31401  
 Phone: 912-351-9180 Email: shannon@omcaofcoastalga.com  
 Federal ID#: 58-6033468 Sales Tax ID: \_\_\_\_\_ NAICS Code: 813410  
 Business Type (Circle One): Sole Proprietor Partnership Corporation (State) \_\_\_\_\_ Date: \_\_\_\_\_ LLC  Non-Profit Other: \_\_\_\_\_

Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business

Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>Shannon M. Horst</u>		<u>1573 Courthouse Rd</u>	<u>Georgetown GA 31312</u>	

**Security Assistance Plan**  
 What measures are taken to mitigate/control underage drinking? ID checks to receive tickets/wristbands by Real Time Vmca staff. Limit of 2 drinks per server  
 Please state whether you will be using Security Guards: NO If so, how many? \_\_\_\_\_ How often / Seasonal dates? \_\_\_\_\_  
Private security by alcohol only  
 Do you use off-duty police officers to provide security? NO Number: \_\_\_\_\_ Frequency? \_\_\_\_\_  
TEPD off duty on race course

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

Is the building capacity notice clearly posted? Where? Yes on tent entrance  
 How is occupancy load enforced? Staff monitored.  
**International Fire Code 2018 ed: [BE] 1004.9 Posting of occupant load.** Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space, for the intended configurations. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or the owner's authorized agent.

If special event, date(s) of event: 2/2/24 - 2/3/24 Name of event: 2024 Cuz Itz Tybee Ren Fest.  
 Names of landlord of the business location: City of Tybee Address: See below Phone: 912-472-5072  
 What other business is conducted at this location? City of Tybee public parking lot  
10th St Piering Lot Tybee Island GA 31328

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

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

(if answer is yes, give details) N/A

If this application is for RENEWAL of an existing license, enter License Number of existing license 0096851

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? N/A

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

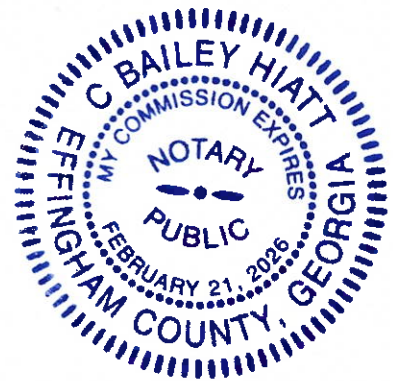
**ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO ME TO BE TRUE UNDER PENALTY OF LAW.**

Applicant Signature [Signature] Date 11/10/23

Approval	Signature	Date
City Manager		
Zoning		

Sworn to and subscribed before me this 11<sup>th</sup> day of NOV., 2023

[Signature] Notary Public





**BACKGROUND CHECK REQUIREMENTS FOR ALCOHOL LICENSE**

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

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

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

-----  
Applicant: Shannon Horst

Business/Event Name: 2024 Critz Tybee Run Fest-Special Event

Approved  Denied

Assistant Chief B.M.  
Chief of Police

12/04/2023 Date

Return approved/denied form:

Sharon S. Shaver  
City Licensing Coordinator



**File Attachments for Item:**

14. Agenda Request: Calvin's Dawg House Bar & Grill-Entertainment and Alcohol License  
Request: Liquor/Beer/Wine-Sunday Sales-for consumption on premises only

725 First St (Formerly Scofflaws of Tybee Island LLC dba Cockspur Grill)

**MAYOR**  
Shirley Sessions

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



**INTERIM CITY  
MANAGER**  
Michelle Owens

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**CITY OF TYBEE ISLAND**

Council Meeting Date for Request: December 14, 2023

Item: Entertainment and Alcohol License Request: Liquor/Beer/Wine- Sunday Sales-For Consumption on Premises only

Calvin's Dawg House Bar & Grill (formerly Scofflaws of Tybee Island LLC dba Cockspur Grill)

Explanation: Calvin's Dawg House Bar & Grill (For Scofflaws of Tybee Island LLC dba Cockspur Grill)  
725 First St

Budget Line Item Number (if applicable): \_\_\_\_\_

Paper Work:  X  Attached\*  
      Audio/Video Presentation\*\*

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

Submitted by: Sharon S. Shaver

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

Comments: \_\_\_\_\_

Date given to Clerk of Council December 6, 2023

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





# CITY OF TYBEE ISLAND BUSINESS LICENSE APPLICATION

Date	_____
New	_____
Renewal	_____
License #	_____

Business Name	Calvin Rattner House Bar & Grill		
Location	725 First St Tybee Island GA 31328		
Mailing Address	PO Box 974 Tybee Island GA 31328		
Phone	478-978-7704	Email	CalvinRattner@yahoo.com
Federal ID #	93-4534611	Sales Tax ID	
Business Type (circle one)	<input checked="" type="radio"/> Sole Proprietor <input type="radio"/> Partnership <input type="radio"/> Corporation <input type="radio"/> LLC <input type="radio"/> Non-Profit <input type="radio"/> Other: _____		

### Names and Home Addresses of Owners, Partners or Corporate Officers

Names	Home Address	City, State, Zip	Title
Calvin Rattner	1709 Inkpot Ave	Tybee Island GA 31328	Owner

Describe the business you would like to license:

RESTURANT & BAR

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

NO

Any business that requires state licensing must present state license when applying. It is the applicant's responsibility to ensure zoning conformance. If there is a question as to whether the location is zoned correctly please contact the Zoning Office at 912-472-5033. Application for alcohol license requires a separate form, approval and fingerprinting if a new alcohol license. Application for entertainment requires annual review and approval.

**ALL COMMERCIAL BUSINESSES MUST HAVE A FIRE MARSHAL INSPECTION. CALL 912 201-4300:**

Fire Prevention: Inspection Report from Fire Marshal/County Inspector  N/A

**NEW APPLICATIONS FOR FOOD SERVICE OR TOURIST ACCOMMODATIONS (I.E. HOTEL/MOTEL, BED & BREAKFAST) REQUIRE:**

Inspection Report from Georgia Department Of Public Health/Department of Agriculture  N/A

Applicant Signature Calvin Rattner Date 11-13-23

Printed Name Calvin Rattner

Received by Sharon Johnson Date 11-13-2023

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

[www.cityoftybee.org](http://www.cityoftybee.org)



# CITY OF TYBEE ISLAND ENTERTAINMENT LICENSE APPLICATION

Fee \$50

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

Business Name <u>Calvin Davis House Bar + Grill</u>		
Business Location <u>725 First St Tybee Island Ga 31328</u>		
Mailing Address <u>Po Box 974 Tybee Island Ga 31328</u>		
Business Phone <u>478-998-7704</u>	Other Phone	Email <u>calvinratterree@yahoo.com</u>
Federal ID#	State Sales Tax ID#	NAICS Code
Business Type (circle one): Sole Proprietor Partnership Corporation LLC Non-Profit Other: _____		

Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>Calvin Ratterree</u>	<u>1709 Inlet Ave</u>	<u>Tybee Island Ga 31328</u>	<u>Owner</u>

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

Proposed hours of operation:  
4-12

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:  
Keeping doors closed; outside - Acoustics only - afternoon & special events

<b>Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.</b>		
Name <u>Calvin Ratterree</u>	Physical Address <u>1709 Inlet Ave</u>	Phone <u>478-998-7704</u>

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

CALVIN RATTERREE

Applicant Signature Calvin Ratterree Date 11-13-23

Received by Sharon S. Shaw Printed Name Date 11-13-23

Received by \_\_\_\_\_ Date \_\_\_\_\_

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

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

## CITY OF TYBEE ISLAND BUSINESS AND ALCOHOL LICENSE APPLICATION



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

LICENSE CLASSIFICATION	FEE	CHECK
Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited	1110.	
Retail Beer/Wine – Sale by Drink for Consumption on Premises Only	945.	
Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited	1410.	
Retail Liquor – Sale by Drink for Consumption on Premises Only	1950.	
Retail Liquor – Sale by Package & Drink both in One Building under One Ownership	2,000	
Sunday Sales – Sale by Drink for Consumption on Premises Only	150	
Sunday Sales – Package Sales Only	50	
Wholesale Beer	765	
Wholesale Liquor	1,500	
Wholesale Wine	150	
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300	
Special Event – Public or Private Property - Beer, Wine (no current license) per event	50	
Special Event – Public or Private Property - Beer, Wine (no current license) 3 days	100	
Special Event – Public or Private Property - Beer, Wine (holding current license) per event	10	

Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder or the applicant may be the manager of the business charged with the regular operation of said business on the premises for which the license is issued.

Business Name <u>Calvin Dang House Bar &amp; Grill</u>				
Business Location <u>725 First St Tybee Island GA 31328</u>				
Mailing Address <u>PO Box 974 Tybee Island GA 31328</u>				
Phone <u>478-978-7704</u>	Email <u>Calvin.Ratterree@yahoo.com</u>			
Federal ID# <u>93-4534611</u>	NAICS Code: _____			
Business Type (Circle One): <u>Sole Proprietor</u>	Partnership _____ Corporation (State) _____ Date: _____ LLC _____ Non-Profit _____ Other: _____			
Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business				
Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>Calvin Ratterree</u>		<u>1709 Enhat Ave Tybee Island</u>		

**Security Assistance Plan**

What measures are taken to mitigate/control underage drinking? Bar Service Training

Please state whether you will be using Security Guards: Yes If so, how many? 1 How often / Seasonal dates? April - Nov

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

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

Is the building capacity notice clearly posted? Where? FRONT DOOR

How is occupancy load enforced? Door Guy Counting

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

If special event, date(s) of event \_\_\_\_\_ Name of event: \_\_\_\_\_

Names of landlord of the business location \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

What other business is conducted at this location? \_\_\_\_\_

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

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

(if answer is yes, give details) \_\_\_\_\_

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

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

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

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

Applicant Signature Cat Ruff Date 11/13/23

Approval	Signature	Date
City Manager		
Zoning		

Sworn to and subscribed before me this 13 day of November 2023

Sharon S. Shaver Notary Public

Sharon S. Shaver  
Notary Public, Chatham County, GA  
Commission Expires December 4, 2023



**BACKGROUND CHECK REQUIREMENTS FOR ALCOHOL LICENSE**

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

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

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

-----  
Applicant: Calvin Ratterree

Business/Event Name: Calvin Dawg House Bar & Grill

Approved  Denied

*Assistant Chief PM*  
Chief of Police

12/06/2023 Date

Return approved/denied form:

Sharon S. Shaver  
City Licensing Coordinator

**File Attachments for Item:**

15. ITB 2023-776, Tybee Marine Science Center Restrooms: Do not award





# City of Tybee Island

## Memorandum

To: City of Tybee Island City Council Members  
From: Pete Gulbranson, City Engineer/Director of Infrastructure  
Date: November 30, 2023  
Re: ITB 2023-776: Tybee Marine Science Center Restrooms

---

### Background

The purpose of this project was to construct a free standing building containing four (4) single stall restrooms at the Tybee Island Marine Science Center. The City advertised for bids and bids were opened on Thursday November 30, 2023 at 2:00 P.M.

### Overview

The City received one bid for this project from Arentz General Contracting, Inc. in the lump sum amount of \$344,000.00. This project consisted of a 260 square foot concrete block masonry building, with a toilet, sink, lights, and an exhaust fan in each of the four stalls. Based on the bid, the cost for this project would be approximately \$1323/square foot. The project was estimated at \$125,000, which was based on \$400/square foot and \$25,000 for utilities, due to its location and size.

For reference the City Hall remodeling project was a total rehabilitation of 6,100 square feet, which included new electrical, HVAC, bathrooms, new offices, drywall, flooring, cabinets, vanities, countertops, and painting and was awarded at a price of \$1,882,027, which was approximately \$308/square foot.

### Summary

This project still needs to be completed, so the city has some options. First the City should pick a more conducive location and re-advertise the project and have another bid opening. Under this option and based on the bidding requirements the earliest this project could be awarded would be at the second council meeting January and start construction in late February.

The second option would be to investigate the purchase of a comfort elite restroom or something similar.

The third option would be to investigate the purchase of a pre-fabricated building like Rivers End Campground did with their bath house.

### Recommended Next Steps:

I would recommend that the City not award the bid based on the price. The City should also investigate one of the three options listed above and report back to Council at the next meeting.

**File Attachments for Item:**

16. Eastern Excavating Agreement for Jaycee Park and Field Improvements

**AGREEMENT WITH THE CITY OF TYBEE ISLAND, GEORGIA  
FOR JAYCEE PARK & FIELD IMPROVEMENTS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Tybee Island, Georgia, hereinafter called the “Owner” at P.O. Box 2749, Tybee Island, GA 31328, and Eastern Excavating Co., Inc., hereinafter called the “Contractor”, of 24B Telfair Place, Savannah, Georgia 31415.

WITNESSETH:

WHEREAS, the City of Tybee Island, Georgia, has heretofore solicited proposals for all material, work and improvements and for the doing of all things included within the hereinafter specified Jaycee Park & Field Improvements more fully described in the ITB No.: 2023-775.

WHEREAS, the City of Tybee Island, Georgia, did find that the Contractor was the lowest responsible, responsive and preferred offeror for the hereinafter specified Jaycee Park & Field Improvements (hereinafter “Project”).

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings, and agreements, the parties hereto do hereby agree as follows:

**ARTICLE I - WORK TO BE DONE BY CONTRACTOR**

Contractor agrees, at its own cost and expense, to do all the work and furnish all the labor, materials, equipment, and other property necessary to satisfactorily do, construct, install, and complete all work and improvements for the Jaycee Park & Field Improvements Project for the City of Tybee Island, Georgia (Project), all in full accordance with, and in compliance with and as required by the hereinafter specified Contract Documents for said Contract, and to do, at its own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

**ARTICLE II- CONTRACT DOCUMENTS**

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, subject to all stated exclusions, or, if not attached, as if hereto attached:

1. Invitation to Bid ITB No. 2023-775 and any Addendum(s) thereto
2. Contractor’s Proposal including all attachments and addendum thereto
3. General Conditions of the Contract
4. Technical Requirements
5. Contract Drawings / Bid Plans
6. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents
7. Any and all other documents or papers included or referred to in any of the foregoing documents including all Permits
8. Any and all Addenda to the foregoing, all of which are on file with the Owner

**ARTICLE III - CONTRACT AMOUNT**

The Contractor agrees to receive and accept the following unit prices and lump sum prices as full compensation for furnishing all materials and equipment and for doing all work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise to be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for well and faithfully completing the whole and entire work and Project, in the manner and according to and in compliance with the Contract Documents as directed by the City or its Engineer in accordance with these documents, and for any and all other things required by the Contract Documents.

**As a result of the solicitation process and the proposal of Contractor, the parties have agreed that the total amount payable under the contract for all work, equipment and materials is \$565,122 for the base bid only (exclusive of the pavilion).**

**ARTICLE IV- STARTING AND COMPLETION**

The Contractor shall, and agrees to, commence work for the Project no later than January 5, 2024, and to substantially complete work within 150 days and complete fully all work required by the Contract Documents to the point of Final Acceptance by the Owner within 180 days of receipt of the Notice to Proceed. Grassing of the field must occur between April 1st through April 21, 2024.

**ARTICLE V- PAYMENT TO CONTRACTOR**

Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the material and do all the work and do all other things herein above mentioned according to the terms and conditions hereinafter contained or referred to, for the prices aforesaid, and hereby contracts to pay Contractor at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the Owner and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE VI-INVALIDITY AND SEVERABILITY**

The invalidity of any provision included in any of the Contract Documents shall not be deemed to impair or affect in any manner the validity and enforceability of the remainder of the Contract Documents, and in such event, all the other provisions of the Contract Documents shall continue in full force and effect as if such invalid provision had never been included therein. Owner and Contractor agree that, in such event, the Contract Documents shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that achieves, to the maximum extent possible, the intention of the stricken provision.

**ARTICLE VII-CHOICE OF LAW AND FORUM SELECTION**

The Contract Documents shall be construed and controlled by and under the laws of the

State of Georgia without regard to conflicts of laws principles. Further, any dispute arising out of or concerning the Contract Documents, or any action or inaction performed thereunder, shall be adjudicated in either (a) the United States Court for the Southern District of Georgia, Savannah Division; or (b) the State or Superior Courts of Chatham County, Georgia, and the parties waive any defenses of personal and/or subject matter jurisdiction to the aforesaid venues.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in two original counterparts the day and year first above written.

EASTERN EXCAVATING CO., INC.  
(Contractor)

By: \_\_\_\_\_

It's: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_  
(NOTARIAL SEAL)

CITY OF TYBEE ISLAND, GEORGIA  
(Owner)

By: \_\_\_\_\_

It's: \_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_  
(NOTARIAL SEAL)

**IMPORTANT NOTE:** If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

**CERTIFICATE TO BE EXECUTED IF CONTRACTOR IS A CORPORATION**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Contractor hereinabove; that by Resolution of the Board of Directors at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 20\_\_\_\_, a Resolution was passed giving authority to \_\_\_\_\_ to sign the foregoing Contract on behalf of the Contractor; that said officer was then \_\_\_\_\_ of said corporation by authority of its governing body and is within the scope of its corporated powers and said power has not since been revoked.

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

(Corporate Seal)

County: \_\_\_\_\_

State: \_\_\_\_\_

NOTICE OF AWARD

DATE: \_\_\_\_\_

TO: EASTERN EXCAVATING CO., INC.

PROJECT: CITY OF TYBEE ISLAND, GEORGIA, JAYCEE PARK & FIELD  
IMPROVEMENTS

You are notified that your Bid dated November 6, 2023, for the above Contract has been considered. You are the apparent successful bidder and will be awarded a contract for City of Tybee Island, Georgia JAYCEE PARK & FIELD IMPROVEMENTS Project upon fully conforming with the following requirements for award.

Within seven (7) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

- 2 originals - Contract
- 1 original - Performance Bond
- 1 original - Payment Bond
- 1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the Contract Documents

Within ten (10) days after receipt of the above documents, OWNER will return to you one (1) fully executed original of the Contract. You may obtain two additional free copies of plans and specifications upon request.

You will be notified of the time and place for a preconstruction conference; your proposed work schedule must be delivered to the OWNER at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

City of Tybee Island, Georgia (OWNER)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

NOTICE TO PROCEED

TO: EASTERN EXCAVATING CO., INC.

DATE: \_\_\_\_\_

PROJECT: JAYCEE PARK & FIELD IMPROVEMENTS PROJECT

You are hereby notified to commence work at Jay Cee Park in Tybee Island, Georgia in accordance with the Contract dated December 1, 2023, and you are to fully and satisfactorily complete the work to the point of Final Acceptance within 120 days after the Notice to Proceed.

The City of Tybee Island, Georgia (OWNER)

By \_\_\_\_\_

(SIGNATURE)

\_\_\_\_\_  
(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
EASTERN EXCAVATING CO., INC.  
(CONTRACTOR)

\_\_\_\_\_  
(TITLE)



WAIVER AND RELEASE OF LIEN

FROM: \_\_\_\_\_

TO: City of Tybee Island, Georgia (Owner of Project)

PROJECT: CITY OF TYBEE ISLAND, GEORGIA, JAYCEE PARK & FIELD IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by The City of Tybee Island, Georgia, to furnish labor and/or materials for the referenced Project, does hereby waive and release any and all lien and claim or right to lien and claim against the City of Tybee Island, Georgia, on the referenced Project on account of labor or materials, or both furnished for the referenced Project.

2. The undersigned further certifies that to the best of its knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced Project.

3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the City of Tybee Island, Georgia, harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced Project.

4. The undersigned has executed this document in order to induce the City of Tybee Island, Georgia, to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the City of Tybee Island, Georgia, arising out of the furnishing of labor and/or materials for the referenced Project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me the undersigned Notary Public in and for said County and State \_\_\_\_\_, who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

\_\_\_\_\_  
NOTARY PUBLIC

**AFFIDAVIT**

Contractor Affidavit Under OCGA 36-91-21(e)

Personally appeared before the undersigned officer duly authorized to administer oaths,  
\_\_\_\_\_ who, being duly sworn, states as follows:

The undersigned hereby execute under oath this affidavit verifying compliance with the provisions of O.C.G.A. § 36-91-21(e) and attest that he has not directly or indirectly made any effort by himself or otherwise to prevent or attempt to prevent competition in the bidding or proposals by any means whatsoever. The undersigned further attests that he has not attempted to prevent or endeavored to prevent anyone from making a bid or proposal by any means whatever nor caused or induced anyone to withdraw a bid or proposal for the work. The undersigned further attests that he is the sole agent or officer who have acted for or represented the corporation in bidding for or procuring the contract.

This oath is made in order to be filed with the officer whose duty it is to make payment under the contract.

THIS \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_  
Title

Sworn to and subscribed before me,  
this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

**File Attachments for Item:**

17. Flock Camera Agreement: Tybee Island Police Department

**Flock Safety + GA - Tybee Island PD**

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Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

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MAIN CONTACT:  
John Watson  
[john.watson@flocksafety.com](mailto:john.watson@flocksafety.com)  
678-210-8524

flock safety

# flock safety

## EXHIBIT A ORDER FORM

Customer: GA - Tybee Island PD  
 Legal Entity Name: GA - Tybee Island PD  
 Accounts Payable Email: thayes@cityoftybee.org  
 Address: 78 Van Horn St Tybee Island, Georgia 31328

Initial Term: 60 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$73,500.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	26	Included
Flock Safety Falcon® Flex	Included	2	Included
<b>Flock Safety Platform Add Ons</b>			
Additional Battery Pack	\$750.00	2	\$1,500.00

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			

<b>Subtotal Year 1:</b>	\$73,500.00
<b>Annual Recurring Subtotal:</b>	\$73,500.00
<b>Discounts:</b>	\$65,000.00
<b>Estimated Tax:</b>	\$0.00
<b>Contract Total:</b>	\$367,500.00

### Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$73,500.00
Annual Recurring after Year 1	\$73,500.00
Contract Total	\$367,500.00

\*Tax not included

### Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$65,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

## Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® Flex	An infrastructure-free, location-flexible license plate reader camera that enables the Customer to self-install.	The Term shall commence upon execution of this Statement of Work.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Customer: GA - Tybee Island PD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



## Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 01 day of December 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

### AGREEMENT

**NOW, THEREFORE**, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “*Support Services*”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.



**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “*Term*”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “*Renewal Term*”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“*Cure Period*”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the *Cure Period*, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6 (with respect to any accrued rights to payment), 7, 8.3, 8.4, 9, 11.1 and 11.6.

## 8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## 9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("**Customer Obligations**"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail except to the extent of any Addendum which will prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release,



performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: \_\_\_\_\_

ATTN: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EXHIBIT B  
INSURANCE

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

CONTRACT ADDENDUM  
FOR CITY OF TYBEE ISLAND  
AND \_\_\_\_\_

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**File Attachments for Item:**

18. Infinity Solutions Agreement for IT



www.infinityinc.us

912-650-1816

10 Chatham Center South Drive, Suite 300, Savannah, GA 31405

Quote AAAQ17248

Valid through December 6, 2023 @ 7:59 pm

Prepared For Client:

City of Tybee Island  
Michelle Owens  
Phone:  
78 Van Horne Ave  
Tybee Island, GA 31328  
Michelle.owens@cityoftybee.gov

Prepared By:

Chuck Brown  
CEO  
Phone: 912-629-2411  
Fax: 912-650-1818  
Email: sales@infinityinc.us



To view or download the full document package, including the Quote and Statement of Work, [click here](#). The description of services within the quote serves as the Statement of Work if a separate SOW is not attached. This Quote and Statement of Work is governed by the Infinity Terms and Conditions, available [here](#).

You can electronically sign and accept this quote below.

Line Item Detail

Qty	Description	Picture	Unit Price	Ext Price
1	<p>THIS QUOTE SUPERCEDES THE TERMS AND CONDITIONS OF AAAQ17245-01. THE ONLY CHANGE IS TO MODIFY THAT QUOTE DURATION FROM ONE TO TWELVE MONTHS, BEGINNING NOVEMBER 2023</p> <p>LifeCycle Managed Services                      * Unlimited Remote &amp; Onsite Help Desk                      * Remote Patch Management                      * Enterprise Antivirus                      * End User Phishing Education                      * O365 Multi-Factor Authentication                      * DNS &amp; SPAM filtering                      * Dark Web Credential Monitoring</p> <p>** We realize the City of Tybee has different types of users. Based upon our discussion today, we are quoting 140 users for the first month. We will evaluate the complete user list within the first two weeks of that month to determine an accurate count and type of users, so that subsequent months will more accurately represent the network user population. User counts are validated with and by the client on a monthly basis thereafter.</p> <p>** IMPORTANT NOTES REGARDING MANAGED SERVICES **</p> <p>TERM OF AGREEMENT                      THIS AGREEMENT WILL AUTORENEW ON NOVEMBER 1, 2024, UNLESS CANCELLATION IS RECEIVED AT LEAST 90 DAYS PRIOR TO THAT DATE.</p> <p>CAPABILITIES OF INFINITY AS SERVICE PROVIDER                      Our onboarding process is typically a 30 day process, which gives us time to fully document systems and procedures and be in a position to support client's users. Due to emergency requirement of Tybee, we have agreed to an expedited onboarding process. We will support the Tybee network to the extent that our knowledge and process allows, but will be limited until we can fully deploy our tools and document the network.</p> <p>New client onboarding (one time fee)                      * Inventory and label all equipment                      * Build out standard documentation suite                      * Implement Security Stack                      * Build network diagram                      * Implement monitoring and access tools                      * Gather and document outstanding issues</p> <p>THIS QUOTE IS NOT AN ADDITIONAL BILLING, BUT ONLY CHANGES TERMS OF AFFOREMENTIONED QUOTE&gt;</p>		\$25,000.00	\$25,000.00

SubTotal: \$25,000.00  
 Shipping: \$0.00  
 Sales Tax: \$0.00

Total: \$25,000.00

Plus \$21,000.00 Monthly (incl tax)

## Ready to Accept?

### Order Confirmation

The person clicking "I ACCEPT" below represents and warrants to Infinity that he/she is a duly authorized representative of the Client with authority to bind Client, and that he/she has the legal capacity to enter into the Quote and Statement of Work, together with the Terms and Conditions, on behalf of the Client.

By clicking the button "I ACCEPT" below you agree and accept the Quote and Statement of Work, as well as the Terms and Conditions available [here](#). Infinity will not provide the products and services contained in the Quote or Statement of Work without your agreeing to the Quote and Statement of Work and the Terms and Conditions.

The details of this order are described in the quote package. We reserve the right to cancel orders arising from errors, inaccuracies, or omissions. Cloud Service orders are subject to the terms and conditions outlined on our [website](#).

### Payment Terms

NOTE THAT A 3.5% SURCHARGE WILL BE ASSESSED ON ALL CREDIT CARD PAYMENTS. This charge does not exceed our cost to accept credit card payments. Electronic Check and ACH are both available through the portal at no additional charge.

I accept the above terms and conditions.

**IP Address** 108.175.202.7

**Email Address** Michelle.owens@cityoftybee.gov

**Name**

**Signature**

*"signatures" could include: /john smith/; /js/; /js123/, etc*

**PO**

**Number** (Optional: Enter PO Number as your reference only.)

## Uploads Area

## Have Questions?

Not Ready To Accept? Have Questions?

(Note, you will receive a copy of your message by email.)

**No questions posted yet.**



11/7/23, 5:12 PM

Quote - AAAQ17248

*Time expressed in Eastern Daylight Time UTC-04:00*

This page was created using QuoteValet - *The online quote delivery and acceptance vehicle for QuoteWerks.*



Infinity, Inc.

## TERMS AND CONDITIONS

The following terms and conditions govern the products, subscriptions, and/or services to you.

Infinity, LLC., together with its subsidiaries and affiliates (collectively, "INFINITY"), offered to provide you with Products and/or Services by means of a written or electronic document issued by INFINITY and designated as a "Statement of Work" and/or by means of INFINITY's online store. Unless a different period of time is specified, prices in a Statement of Work expire thirty days from the date of the Statement of Work or sooner if INFINITY notifies you before your acceptance. These Terms and Conditions and the Quote accepted by you will collectively constitute the "Contract Documents" (and in the event of any conflict, these Terms and Conditions will prevail) governing the sale, lease or license of Products and/or Services. You will be deemed to have accepted the provisions of the Contract Documents, including these Terms and Conditions, by manifesting your acceptance by any of the following: (a) by acknowledging electronically by clicking that you accept these Terms and Conditions and/or the Statement of Work; (b) sending to INFINITY a written acknowledgment of the Statement of Work (which may be via email); (c) placing a purchase order or giving instructions to INFINITY with respect to the sale, license or lease of the Products and/or Services described in the Statement of Work; or (d) payment for the Products and/or Services. You will be deemed to have received these Terms and Conditions if we have notified you where they can be accessed via the Internet or other reasonable means. If you attempt to accept a Statement of Work after it has expired, INFINITY may accept your offer to be bound by the Statement of Work by commencing the provision of the Products and/or Services or other reasonable means, but any acceptance by INFINITY is expressly conditioned upon these Terms and Conditions forming a part of the Contract Documents. These Terms and Conditions may be modified or amended by INFINITY from time to time without your consent by providing you with written notice of any modification or amendment. The Statement of Work may only be modified or amended by an agreement



signed by both you and INFINITY. Any terms contained in any purchase order or other document issued by you are expressly rejected.

#### Defined Terms.

“Products” means Hardware, Software or a subscription to Microsoft Online Services described in the Statement of Work. Unless expressly set forth in the Statement of Work, you are responsible for providing adequate Hardware, Software and Network Services for use of the Products. INFINITY makes no warranties or representations that the Products are compatible with your Hardware, Software or Network Services.

“Hardware” means computer hardware, related devices and other accessories, including embedded components other than Software.

“Software” means any software, library, utility, tool or other computer or program code in binary form. Software and/or subscriptions to Microsoft Online Services provided by INFINITY or third parties is licensed (and not sold) to you, and subject to the provisions of the license agreement with the owner of such Software or subscription services. Software and/or subscription service licenses based on the number of users may be increased or decreased by you, but will be subject to additional fees, including cancelation fees if you decrease the number. You will be responsible for installing any updates to Software unless you have agreed to pay for a Service from INFINITY that provides for the installation of updates.

“Services” means the services set forth in the Statement of Work. The scope of a Service and our obligations related to a Service are as set forth in the Statement of Work, or if not in a Statement of Work, as set forth on INFINITY’s website from time to time. The “Services” will not include security forensics, remediation services, or INFINITY serving in an officer position (such as chief technology officer or otherwise) or owing any fiduciary duty to you or any other excluded services described in the Statement of Work.

“Statement of Work” means the Statement of Work together with the price quote or similarly worded document from INFINITY describing the Products and/or Services and



the fees and charges related to them and/or any Products or Services offered to you through INFINITY's online store. If you authorize us to add any additional Products or Services over the telephone or otherwise, those additional Products or Services will be considered part of the Statement of Work and subject to these Terms and Conditions.

"Network Services" means (i) the internal computer network for your company, which may include VPN based services for multiple office locations and may also include wired and/or wireless services, and (ii) services provided by your Internet Service Provider to include internet service and/or phone and/or fax services.

Payment. Fees for Products and/or Services set forth in the Statement of Work may not include applicable sales, use, or other similar taxes and you are responsible for paying such taxes. Payment for Products and/or Services is due no later than 15 days after the date of the Statement of Work, or if no Statement of Work was issued, payment is due 15 days after date of our invoice. For any recurring fees for Products and/or Services, payment is due in advance on the first day of each calendar month with any partial month prorated based on the actual number of days in such month. You must pay all such recurring amounts via pre-authorized automatic ACH payments. Fees are not refundable unless INFINITY agrees otherwise in writing, and any returns may be subject to a reasonable restocking/administrative charge in INFINITY's sole discretion. You acknowledge and agree that if you do not timely pay amounts due for recurring fees, INFINITY or its licensor or lessor (or their respective distributors) may terminate your access to (or right to use) Products, Software, and INFINITY's provision of Services, without prior notice. You understand that access to and use of Products, Software and INFINITY's provision of Services are contingent upon timely payment. In such event of non-payment, neither INFINITY, Microsoft, or INFINITY's other licensors or lessors, nor their respective distributors shall be liable to you for any consequential or other damages, including any loss of use, loss of business or loss of profits. Without limiting the foregoing, you acknowledge and agree that you have 60 days after receipt of an invoice to dispute any payment or fee due thereunder. Any invoice or fee not disputed within 60 calendar days of receipt of invoice shall be deemed accepted and you shall be deemed to have waived any claim related thereto. If not otherwise stated in the Statement of Work, all recurring fees



are subject to increase from time to time upon INFINITY providing 30 days written notice (Microsoft subscriptions shall be subject to the terms of the Statement of Work and the subscription shall automatically renew at the prevailing rates established by INFINITY unless otherwise agreed.). Any sums not paid by you when due will bear interest at the rate of 1.5% per month (or such lesser amount as required by applicable law). If INFINITY has to engage an attorney, collection agency or other third party to collect sums past due, you will also be liable for all such reasonable costs incurred by INFINITY.

Term of Contract Documents; Termination. Unless otherwise described in the Statement of Work or a subscription to online services, and subject to the other provisions of these Terms and Conditions, the Contract Documents shall be in effect for a one-year period commencing on the date of the Statement of Work, and shall renew automatically for additional one-year terms until cancelled by either party. Notwithstanding this term, either you or INFINITY may terminate the Contract Documents upon 30 days written notice to the other party; provided, however, if a Product or Service is subject to a minimum initial or minimum renewal term, your obligation to pay for such Product or Service shall include the full duration of such initial or renewal term. Any transfer of Microsoft Cloud or other online services, including without limitation to another provider of services the same as or similar to INFINITY's services, shall be considered a termination under the Contract Documents and requires 30 days written notice to INFINITY. You will be responsible to pay INFINITY for all charges due for any such transferred services for the full duration of the then-current initial term or renewal term. Notwithstanding the foregoing, either party may terminate the Contract Documents if the other party commits a material breach and such breach is not cured within 30 days. In addition, INFINITY may terminate the Contract Documents immediately if (i) you fail to make any payment when due, (ii) you declare bankruptcy or are adjudicated bankrupt, or (iii) a receiver or trustee is appointed for you or substantially all of your assets. Upon termination of the Contract Documents, all rights and obligations under the Contract Documents will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.



Transition; Deletion of Data. In the event that you request our assistance to transition away from our Services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to INFINITY providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. You also understand and agree that any software configurations that we custom create or program for you are our proprietary information and shall not be disclosed to you under any circumstances. You acknowledge and agree that INFINITY will have no obligation to store or maintain your data in our possession or control beyond ten (10) calendar days following the termination of the applicable Services. You will hold INFINITY harmless for, and indemnify INFINITY against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, INFINITY's deletion of your data beyond the time frames described in this section.

Removal of Software Agent Upon Termination. Unless we expressly direct you to do so, you will not remove or disable, or attempt to remove or disable, any software agents that we installed as part of the Services. Doing so without our guidance may make it difficult or impracticable to remove the software agents, which could result in network vulnerabilities and/or the continuation of license fees for the software agents for which you will be responsible, and/or the requirement that we remediate the situation at our then-current hourly rates, for which you will also be responsible. Depending on the particular software agent and the costs of removal, we may elect to keep the software agent in the Environment but in a dormant and/or unused state. You will remain responsible for the fees and expenses of any software agents that remain in place in an active state.

Termination Fee; Liquidated Damages. You acknowledge and agree that the prices and rates for services and the length of the license terms provided under the Statement of Work were determined by mutual agreement between the parties. You also acknowledge that INFINITY has incurred obligations on your behalf with respect to services being licensed by Microsoft and/or other third-party providers, and would not have done so without the



certainty of revenues during the license term stated in the Statement of Work. Accordingly, in the event of any early termination of the Contract Documents (including by transfer of licenses to a different service provider), you agree to pay a termination fee to INFINITY, as liquidated damages (the "Liquidated Damages"), in an amount equal to the remaining Contract Value. The Contract Value is calculated as the sum of any unpaid amounts due for the remaining duration of any fixed license term under the applicable Statement of Work plus any additional unpaid non-recurring charges (other than time and expense amounts which the parties have agreed to bill in arrears as incurred) under the State of Work. INFINITY reserves the right, in its sole discretion, to reduce the amount of Liquidated Damages due to INFINITY on a case by case basis, but is under no obligation to do so.

**Non-Solicitation.** You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of INFINITY's employees with whom you have worked to discontinue or reduce the scope of their business relationship with INFINITY, or recruit, solicit or otherwise influence any employee of INFINITY with whom you have worked to discontinue his/her employment or agency relationship with INFINITY. In the event of a violation of the terms of the restrictive covenants in this section, you acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, you will pay INFINITY as liquidated damages and not as a penalty an amount equal to one hundred thousand dollars (\$100,000) or the amount that INFINITY paid to that employee in the one (1) year period immediately preceding the date on which you violated the foregoing restriction, whichever is greater. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to INFINITY's employees by you will be deemed to be a material breach, in which event the affected party shall have the right, but not the obligation, to terminate the Statement of Work or any other agreement between the parties.

**Limited Warranty; Limitation of Liability.** INFINITY will pass through any manufacturer's, licensor's or lessor's warranties to the extent permitted by the manufacturer, licensor or lessor. Except as provided in the next sentence for Services, INFINITY does not provide any



warranty, and any descriptions in a Statement of Work or other material of INFINITY shall not be construed as a warranty. To the extent INFINITY is providing Services, INFINITY warrants that the Services will be performed by qualified personnel and in a manner consistent with good industry standards. EXCEPT AS EXPRESSLY STATED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INFINITY, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, INTEROPERABILITY, SUITABILITY, OR NON-INFRINGEMENT; (ii) FOR ANY THIRD-PARTY PRODUCTS OR SERVICES; (iii) FOR THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM ANY PRODUCTS OR SERVICES; (iv) THAT THE PRODUCTS OR SERVICES WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION OR ERROR; OR (v) THAT DATA WILL BE RECOVERABLE OR UNCORRUPTED. The Products and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as any application in which the failure of the Products or Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). INFINITY expressly disclaims any express or implied warranty of fitness for High-Risk Activities. If you purchase any Products or Services that provide for data storage, backup, recovery or security, there is no guarantee that you will be able to retrieve data or that it will be uncorrupted or that your data or systems will not be compromised by third parties.

INFINITY WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT DOCUMENTS OR THE PRODUCTS OR SERVICES. EXCEPT FOR YOUR BREACH OF YOUR PAYMENT OBLIGATIONS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (i) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; (iv) BUSINESS INTERRUPTION OR DOWNTIME; (v) THE PRODUCTS, SERVICES OR THIRD-PARTY PRODUCTS OR SERVICES NOT BEING





AVAILABLE FOR USE; OR (vi) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES.

INFINITY'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT DOCUMENTS (INCLUDING PRODUCTS AND SERVICES) SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY INFINITY DURING THE PRIOR 3 MONTHS UNDER THE CONTRACT DOCUMENTS FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S).

INFINITY shall not be responsible for any interruptions in Services caused by (a) any services, hardware, software, network services or the like over which INFINITY has no control; (b) your software, services, computers, and facilities; (c) power failures; (d) third party integrations, including modifications made by you or another third party to your applications, the Services or any features or functionality thereof; (e) Internet connectivity issues or failures. It is agreed that INFINITY shall not be responsible for damages or otherwise for its failure to comply with the terms of this Agreement if its performance hereunder is necessitated, delayed or prevented by acts of God, acts of war, government action, fire, flood, water damage, earthquakes, riots, work stoppage, strikes, transportation difficulties, injunctions or similar court orders, supply shortages, lightning, electrical malfunctions outside of the system, weather conditions, actions or inactions by you or your authorized agents, delays of suppliers, subcontractors, power company, or other carrier, breakdown of manufacturer's equipment or hardware, or other causes beyond INFINITY's reasonable control.

THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR INFINITY'S PROVISION OF PRODUCTS AND/OR SERVICES TO YOU, ARE A MATERIAL INDUCEMENT FOR INFINITY TO ENTER INTO THE CONTRACT DOCUMENTS WITH YOU, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED



REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

Confidential Information. Each party hereto shall use its commercially reasonable efforts to hold in confidence and not disclose confidential information of the other party, except as required by applicable law.

Notices. Any notice under the Contract Documents must be in writing and delivered to the respective addresses of the parties set forth in the Statement of Work or to such other address as either party may designate by written notice to the other in accordance with this provision. Notice must be provided in any manner reasonable under the circumstances and shall be deemed to be given on the date received; provided, however, any notice sent by nationally recognized overnight courier service shall be deemed to be received on the date delivery is first attempted.

Governing Law; Jurisdiction. The Contract Documents shall be governed by and construed in accordance with the laws of the state of South Carolina without regard to its conflict of laws principles. Each party hereby consents to service of process by, the jurisdiction of, and venue in the courts located in Greenville, South Carolina.

Complete Agreement. The Contract Documents contain the entire agreement between the parties hereto with respect to the matters covered herein and in the Statement of Work. Any affiliate of yours directly or indirectly receiving Products or Services shall be bound to the Contract Documents unless such affiliate has entered into a separate written agreement with INFINITY covering such Products or Services. No other agreements, representations, warranties, or other matters, oral or written, purportedly agreed to or represented by or on behalf of INFINITY by any of its employees or agents, or contained in any sales material or brochures, shall be deemed to bind the parties hereto, except to the extent set forth in the Contract Documents. You may not assign the Contract Documents without the prior written consent of INFINITY. Subject to the foregoing, this Agreement shall be binding on the permitted successors and assigns of the parties. The use of Products and Services is subject to INFINITY's privacy policy in effect from time to time, which is located at <https://www.infinityinc.us/privacy-policy/>.



Microsoft Online Services. Microsoft Online Services. All Microsoft Cloud and other online services shall be subject to Microsoft's Cloud Agreement which is available at <https://www.infinityinc.us/wp-content/uploads/microsoftcloudagreement.pdf> and the Microsoft Customer Agreement which is available at <https://www.microsoft.com/licensing/docs/customeragreement>.

## ADDENDUM

THIS ADDENDUM (this "Addendum") is entered into as of November \_\_, 2023, by and between Infinity, LLC, a Georgia limited liability company ("Infinity"), and City of Tybee Island, Georgia ("Client").

### RECITALS

WHEREAS, the parties desire to enter into that certain Quote No. AAAQ17248, dated as of the date hereof (the "Quote"), pursuant to which Infinity will provide certain services to Client;

WHEREAS, the standard Terms and Conditions of Infinity, incorporated by reference into the Quote (the "Terms and Conditions"), set forth certain additional terms and conditions applicable to the Quote; and

WHEREAS, the parties desire to enter into this Addendum for the purposes of modifying certain provisions of the Terms and Conditions and clarifying the application of certain other provisions thereof.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending legally to be bound, agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this Addendum shall have the meanings ascribed to such terms in the Quote or the Terms and Conditions, as applicable.

2. Change of Governing Law. Notwithstanding anything to the contrary contained in the Quote or the Terms and Conditions, the Contract Documents shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

3. Termination Fee; Liquidated Damages. In regards to the provisions set forth in the paragraph titled "Termination Fee; Liquidated Damages" of the Terms and Conditions, for avoidance of any doubt, in the event of any early termination of the Contract Documents (including by transfer of licenses to a different service provider), Client will remain responsible to pay for any services quoted by Infinity which services have a specific term, including licensing and hosting fees, and which services were previously accepted by Client. Client will be responsible to pay for these services until the term ends or is otherwise terminable without penalty to Infinity. However, as to managed services, Client will have no obligation to continue to pay Infinity for managed services after the 90-day period following notice of termination. Client agrees it will provide at least ninety (90) days' notice of termination of the Contract Documents.

4. Amendment of Non-Solicitation Provision. The paragraph entitled "Non-Solicitation" of the Terms and Conditions is hereby deleted in its entirety and replaced with the following:

Non-Solicitation. You acknowledge and agree that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, you will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of INFINITY's employees with whom you have worked to discontinue or reduce the scope of their business relationship with INFINITY, or recruit, solicit or otherwise

influence any employee of INFINITY with whom you have worked to discontinue his/her employment or agency relationship with INFINITY. Any solicitation or attempted solicitation for employment directed to INFINITY's employees by you will be deemed to be a material breach, in which event the affected party shall have the right, but not the obligation, to terminate the Statement of Work or any other agreement between the parties.

5. Miscellaneous.

a. Except as specifically set forth herein, the terms of the Quote and the Terms and Conditions are not modified, remain in full force and effect, and are hereby confirmed.

b. This Addendum, together with the Quote and the Terms and Conditions, and the City of Tybee Island Contract Addendum, contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by written amendment signed by the parties.

c. This Addendum shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

d. This Addendum may be executed in any number of counterparts by transfer of an originally signed document by facsimile or by electronic transmission in portable document format (.pdf), each of which will be deemed an original, with the same effect as if the signature on each such counterpart were on the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first set forth above.

**INFINITY:**

INFINITY, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CLIENT:**

CITY OF TYBEE ISLAND

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Addendum]*

CONTRACT ADDENDUM  
FOR CITY OF TYBEE ISLAND  
AND \_\_\_\_\_

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**File Attachments for Item:**

19. Approval of Greenline Architecture Proposal for Design Services for Community Safe Room  
.Funded by the City's FEMA Grant





# City of Tybee Island

## Memorandum

To: Mayor Sessions & Members of City Council  
From: Alan W Robertson, Project Manager  
Date: December 6, 2023  
Re: Greenline Proposal for Design Services for Community Safe Shelter

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### Overview

Greenline Architecture developed the conceptual design for the Community Safe Shelter for the City's application for a FEMA grant. That grant, which will fund 75% of the costs of the Safe Shelter, was awarded in May of this year. This proposal is for Greenline's services to develop construction drawings for the Safe Shelter. The proposal requires Council approval given its amount.

### Summary

The budget line item for the Safe Shelter FEMA grant is 340-3510-52-1200. While most of the costs will be expended in FY25 and FY26, there will be some expenditures in this Fiscal Year. Construction the Safe Shelter is currently planned to begin next October and be completed by October 2025.

### Recommendation

Approve proposal.

# CITY OF TYBEE ISLAND

## DESIGN SERVICES FOR COMMUNITY SAFE ROOM AND FIRE STATION - TYBEE ISLAND, GEORGIA

DATE: October 27, 2023

CLIENT: City of Tybee Island  
403 Butler Avenue  
Tybee Island, Georgia 31328

ATTENTION: Ms. Michelle Owens, City Manager

ARCHITECT: Greenline Architecture  
28 East 35th Street  
Savannah, Georgia 31401  
Phone: 912.447.5665

### INTRODUCTION

Thank you for the opportunity for our firm to provide design services for your building project. This proposal is submitted for your review and acceptance as a basic outline of our architectural services and associated fees. Upon acceptance, please return one (1) signed copy for our files.

### 1.0 SCOPE OF WORK

This proposal includes building design services for a project to be constructed in two parts. The project site is in the Memorial Park block adjacent to the intersection of Jones Avenue and 6th Street on Tybee Island.



MONICA D. MASTRIANNI, AIA, LEED AP  
GA-7585

JOHN L. DEERING

ROBERT J. POTICNY, AIA  
GA-7441

28 EAST 35TH STREET SAVANNAH GA 31401 P: 912.447.5665 F: 912.447.8381 [WWW.GREENLINEARCH.COM](http://WWW.GREENLINEARCH.COM)

## **BUILDING 1 – TORNADO & HURRICANE COMMUNITY SAFE ROOM BUILDING**

+/- 5,200 SF per floor; a two-story structure consisting of the following:

### **Level 1:**

1. Fire vehicle parking – 3, two-truck bays approximately 24' wide
2. Elevator to serve both floors
3. Stairs to serve both floors

### **Level 2:**

1. Dividable emergency safe room
2. Male restroom with shower, 2 water closet stalls, 2 lavatories, lockers
3. Female restroom with shower, 2 water closet stalls, 2 lavatories, lockers
4. Storage room with generator

While this Building 1 structure is under construction, the adjacent Fire Station building is to remain fully operational. Once Building 1 is complete, Building 2 will commence with demolition of the existing fire truck building and construction of another two-story structure adjacent to Building 1.

## **BUILDING 2 – FIRE STATION**

+/- 5,000 SF per floor, a two-story structure consisting of the following:

### **Level 1:**

1. 5 fire administrative offices
2. Watch room
3. Fitness gym
4. Small kitchen
5. Turnout gear room with extractor washer and decontamination shower
6. Large supply storage room
7. Conference room
8. Community room/classroom
9. Public waiting area
10. Support spaces (restrooms, custodial, etc.)
11. Elevator to serve both floors (may be shared with Phase 1 building)
12. Stairs to serve two floors (one may be shared with Phase 1 building)

### **Level 2:**

1. Full kitchen/dining
2. Day room
3. Storage room
4. Laundry
5. 5, two-bed bedrooms
6. Lockers and restrooms with showers

Building 1 will be designed to the standards of a “Community Safe Room” as defined in FEMA P-361 Fourth Edition published April 2021. The construction shall meet or exceed ICC 500 criteria.

The construction budget for Building 1 is \$4,000,000, comprised of both Federal funding and City of Tybee funding.

## 2.0 SCHEMATIC DESIGN PHASE (BUILDINGS 1 AND 2)

Based on the Architectural Program outlined in Section 1.0, Architect will develop floor plans for both buildings of the project examining adjacencies, circulation and efficiency of shared functions. The Schematic floor plans for Building 1 are already well-developed. Exterior building elevations and a three-dimensional rendering will be executed as well. Modifications will be made to the drawings to include the comments generated by stakeholders/users. These drawings, along with a systems narrative will become the basis of the Design Development Phases going forward. **Further design work on Building 2 will end here and commence under a separate contract at Owner's direction.**

## 3.0 DESIGN DEVELOPMENT PHASE (BUILDING 1 ONLY)

Upon Owner approval of the Schematic Design phase drawings, Architect will continue work on the Design Development Phase documents for Building 1. At this time, we will introduce the Mechanical, Electrical and Plumbing designers to further discuss desired strategies for air heating and cooling, electrical and plumbing systems and to begin their design work. Structural design will fully commence at this time as well. Architect will meet with Owner periodically to review the design progress.

## 4.0 CONSTRUCTION DOCUMENT PHASE (BUILDING 1 ONLY)

Upon Owner approval of the Design Development phase drawings, Architect and consultants will develop detailed construction documents to describe the work. Included will be ground level and second level floor plans, detailed exterior elevations, building sections, wall sections, section details, roof details, door, window and finish schedules, enlarged floor plans and other details as may be needed to carry out the construction. Basic finish selection and a specification manual will be included. A professional cost estimate will be provided based on 90% complete drawings.

Architect will submit the drawings to Regulatory Agencies – to FEMA for grant review, the GA State Fire Marshal and to Chatham County for a building permit at Owner's directive. Regulatory Agency comments generated during the review process will be addressed by the design team. During this phase, Greenline will work with the Owner to prequalify General Contractors.

## 5.0 BIDDING & NEGOTIATION PHASE (BUILDING 1 ONLY)

Architect and consultants will provide clarifications as needed to the General Contractor during the pricing period and will assist the client with decisions about investment/value evaluation.

## 6.0 CONSTRUCTION ADMINISTRATION PHASE (BUILDING 1 ONLY):

Architect will provide clarifications, RFI answers, pay application review and up to 14 site visits services during the construction. Consultants will provide 2 site visits per discipline. The construction period is assumed to be no more than 11 months. Any extension of that construction time will necessitate additional compensation for the Architect or its consultants and will be performed on an hourly basis as per rates outlined in Attachment 'A.'

## 7.0 BASIC SERVICES/FEE SUMMARY

Based upon the scope of work, as we understand it today, and the exclusions described below, we propose to provide these services for the fee as follows:

### **Building 1**

*Fee breakdown by design phase:*

Schematic Design completion	\$ 13,000
Design Development	\$ 53,800
Construction Documents	\$102,200
Bidding/Negotiation	\$ 14,600
Construction Administration	\$ 58,400
<hr/>	
<b>SUBTOTAL:</b>	<b>\$242,000</b>

### **Building 2**

*Fee for schematic design phase only:*

Schematic Design Phase	\$ 35,000
<hr/>	
<b>TOTAL for this proposal:</b>	<b>\$277,000</b>

## 8.0 SCHEDULE

Barring delays beyond its control, Architect commits to meet Owner's Schedule as follows:

March 1, 2024.....	50% complete Design
May 13, 2024.....	Planning Commission Packet Due
May 20, 2024.....	Planning Commission Approval
June 6, 2024.....	90% Council Packet Due
June 1, 2024.....	City Council Approval
June 13, 2024.....	City Council Approves First Budget Reading
June 27, 2024.....	City Council Approves Second Budget Reading
July/August 2024.....	Regulatory Agency Review Period
September 2024.....	Bid Advertisement
October 2024.....	Bids Due
October 2025.....	Construction Complete/Building C.O.

**9.0 ADDITIONAL SERVICE/EXCLUSIONS**

Services to be invoiced in accordance with the rates as illustrated in Attachment 'A' of this document.

- Representation at more than one City Council meeting, Zoning or Public meetings
- Interior Design Services – Furniture Selection, Procurement and Move-in
- Any review or permitting fees, deposits, etc.
- Any additional consultant fees
- Reimbursable Expenses

Thank you again for contacting us to help with your project. If you would like to discuss any aspects of this proposal or our working relationship, please do not hesitate to call. If you are in agreement with the terms, please send a signed copy back to us for our records.

Submitted by:



Monica D. Mastrianni, AIA  
President & Principal, Greenline Architecture

Accepted by:

Signature

Date

Attachments to this Proposal:

'A' General Provisions

'B' Contract Addendum for the City of Tybee Island Greenline Architecture, Inc.

## ATTACHMENT 'A' - GENERAL PROVISIONS

### 1. GENERAL:

The Design Professional, Greenline Architecture, Inc., hereinafter referred to as Greenline or Consultant, agrees to furnish architectural services to City of Tybee Island, referred to as the CLIENT, for the project described in this Proposal Acceptance and attachments thereto. CLIENT's acceptance of this proposal is his/her agreement to utilize Greenline services at the rate and charges indicated. This agreement may not be transferred or assigned without the written consent of Greenline. This proposal is valid for a period of 60 days from date submitted. If the design work does not commence within 60 days or if, during the course of the design work, the project goes "on hold" for longer than 30 days, this agreement will be subject to renegotiation.

### 2. SCOPE:

This proposal intends that all services detailed herein will be performed by Greenline and that there are no material changes in the scope of work. The attached proposal contains detailed scope of work. Should the scope of the project be changed materially, compensation to Greenline for professional services shall be subject to re-negotiation based on the hourly rates listed herein.

### 3. LIMIT OF SERVICES:

Any requested services not within the scope of work shall be performed under these general provisions at Greenline's then prevailing fee for such service. (See Item "9.")

### 4. PAYMENT TERMS:

Greenline bills at the end of each month for the work completed during that period. Services when billed are payable UPON receipt of invoice. Invoiced amounts over 30 days past due will be charged 1.5 % of the outstanding balance per month. Unless Greenline is notified in writing of any disputed charge within thirty (30) days of the invoice date, the CLIENT agrees that the invoice is final and not subject to adjustment. Failure to make payments on any invoices over thirty (30) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. ~~CLIENT agrees to reimburse the architect for all costs of collecting overdue bills including but not limited to attorney's fees, court costs and time spent by employees of our firm in pursuit of payment. In the event CLIENT requests termination of the services prior~~

~~to completion, fees based on unit rates in Item "0," plus a termination charge in an amount not to exceed thirty percent of all charges incurred through the date services are stopped and any shutdown costs, may be invoiced at the discretion of Greenline.~~ If, during the execution of the services, Greenline is required to stop operations as a result of changes in the scope of services such as requests by the CLIENT or requirements of third parties, Client will pay all costs incurred but not yet billed as of date of termination.

#### 5. DOCUMENTS:

All drawings, specifications, surveys, calculations, estimates and field notes prepared by Greenline are instruments of service and are and shall remain the property of Greenline and CLIENT whether the property for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with compensation determined by Greenline and CLIENT. Any unauthorized or non-compensated reuse without Greenline's and CLIENT's expressed, written permission, opportunity for verification or in-house adaptation by Greenline will be at the users sole risk and without liability or legal exposure to Greenline, and the CLIENT ~~agrees to indemnify and hold harmless Greenline and CLIENT for all claims, damages, losses and expenses including attorney's fee, arising out of or resulting from such reuse.~~

#### 6. SAFETY:

Should the CLIENT request Greenline to provide periodic observations or review services at the job site during construction, CLIENT agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the Job site, including safety of all persons and property during the performance of the work, and compliance with OSHA and other regulatory authorities and regulations, and these requirements will apply continuously and not be limited to normal working hours. Any review of the contractor's performance conducted by Greenline is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site. In addition, the CLIENT agrees that the general contractor will name the architect as an additional insured on the contractor's general liability policy.

#### 7. HAZARDOUS MATERIALS:

- a. Disclaimer; Nothing in this agreement shall impose liability on the Architect or his consultants for claims, lawsuits, expenses or damages arising from, or in any manner related to the identification of, exposure to, or the handling, manufacture or disposal of hazardous materials in any of its various forms, as defined by the Environmental Protection Agency.
- b. ~~Indemnification Statements. It is understood and agreed that this agreement does not contemplate identification of, handling, design of removal or management of hazardous material. Therefore, the CLIENT agrees to hold harmless, defend and indemnify Greenline and his Consultants, for all claims, lawsuits, expenses or damages arising from or related to the identification of, handling, use, treatment, purchase, sale, storage or disposal of any hazardous waste materials or hazardous in general.~~



## 8. BUDGET

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors methods of pricing. Consultant's opinion of probable construction cost is made on the basis of the Consultants professional judgment and experience. The Consultant makes not warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Consultants opinion.

## 9. ADDITIONAL SERVICES AND UNIT RATE FEES:

Prior to undertaking any additional services, Greenline Architecture Inc. shall complete the *additional services form*, which will describe the extent and the cost of the additional work to be completed. No additional service work will be commenced without the owner's written approval on the form and return of the form to the consultant.

Work performed for hourly reimbursement, Design/Administration Services for Modifications, Additions or Alterations to design directed after client approval of schematic design drawings or advertisement for bids, Value Engineering, Costs for out-of-town travel, Additional Construction Review, Alternate Designs (after approved design sign-off), Record documents (as-builts) (if not included as part of the basic services), Permit Administration etc., or Additional or Non-Basic Services, will be invoiced at the following Unit Rates:

Principal:	\$225 per hour
Senior Project Manager:	\$185 per hour
Project Manager	\$165 per hour
Emerging Professionals:	\$60-110 per hour
Draftsman:	\$78 per hour
Clerical:	\$50 per hour
Depositions:	\$250 per hour
Outside consultants retained and invoiced through Greenline:	1.2 x cost

## 10. REIMBURSABLE EXPENSES

To be billed with each regular invoice, in addition to the agreed upon fee.

Blueprints:	\$1.50 per sheet
Plot Sheets:	\$8.00 per sheet
Color Plot Sheets:	\$25.00 per sheet
Mileage:	\$.535 per mile
Travel:	\$1.2 x cost
Postage/Overnight Delivery	\$1.2 x cost

#### 11. CONSTRUCTION REVIEW:

If requested the Consultant shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed to in writing by the Client and Consultant in order to observe the progress of the Work. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractors Work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

The Consultant shall not supervise, direct or have any control over the Contractor's work nor have any responsibility for the construction means, methods techniques, sequences or procedures selected neither by the Contractor nor for the Contractors safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

#### 12. SUBMITTAL REVIEWS:

Review of contractor's submittals shall mean and consist of taking appropriate action on shop drawings, product data, samples and other submittals required by the Contract Documents. Such review shall be only for general conformance with the design concept and general compliance with the information given in the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Architect's review shall be conducted within reasonable promptness consistent with generally accepted professional practice and construction sequence. Review of a specific item shall not indicate acceptance of an assembly of which the item is a component. The Architect shall not be required to review and shall not be responsible for any deviations from the Contract Documents not clearly noted by the Contractor, nor shall the Architect be required to review partial submissions or those for which submissions for correlated items have not been received. Review shall not be a basis of any changes in construction cost unless otherwise agreed in writing.

#### 13. INSURANCE:

Greenline maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Professional Liability Insurance with limits of \$1,000,000 per claim with a limit of 2 claims per year. A certificate of insurance can be supplied evidencing such coverage. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Greenline will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

#### 14. STANDARD OF CARE:

In providing services under this agreement, the consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

15. DISPUTE RESOLUTION:

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiation between appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to civil litigation.


In the event that CLIENT makes a claim against Greenline, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and CLIENT fails to prove such claim, then the CLIENT shall pay all costs incurred by Greenline in defending against the claim. Such costs include but are not limited to personnel related costs, attorney's fees, court costs and other claim-related expenses. It is agreed that our firm is a Corporation and that any claim made by the Owner, Contractor, CLIENT or others arising out of any act or omission of any director, officer, or employee of Greenline in the execution or performance of the agreement, shall be made against Greenline and not against a director, officer or employee of Greenline. Greenline agrees not to make any claims against CLIENT other than for nonpayment of invoices.

16. LIMITS OF LIABILITY:

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$50,000.00, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

17. GOVERNING LAW:

This agreement shall be governed in all respects by the laws of the State of Georgia.

  
\_\_\_\_\_  
Greenline Architecture, Inc.

**October 27, 2023**  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner or Representative

\_\_\_\_\_  
Date


CONTRACT ADDENDUM  
FOR CITY OF TYBEE ISLAND  
AND GREENLINE ARCHITECTURE, INC.

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: 

By: \_\_\_\_\_

Monica D. Mastrianni, AIA  
Printed Name

\_\_\_\_\_  
Date

President                      12/4/2023  
Title                              Date

Attest: \_\_\_\_\_

**File Attachments for Item:**

20. Jaime Spear: Proposed Employee Performance Evaluation and Years of Service Plan



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

December 7, 2023

To: Mayor and Council

From: Jaime Spear, HR Director

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**Background:** Pay plan approved based on the market rate for positions. The next step of the process was to adjust pay, if necessary, based on years of service as well as develop a performance improvement plan.

The plan is as follows:

- In January 2024, Department Heads will meet with each employee to develop goals and discuss expectations for the year.
- In November 2024, Performance Evaluations will be completed based on these goals and expectations.
- Beginning FY2026 pay increases would be possible based on Performance Evaluations and specific years of service, and going forward, employees will receive a pay increase for years of service at 5, 10, 15, 20, 25, 30, 35, 40 years of service. Based on the increases received in FY2024, we will not retro anyone's pay so this will just be going forward. Any approved COLA would be in addition to these increases.

If approved,

- Beginning FY2026, if an employee receives a favorable performance evaluation in the previous calendar year (4 or higher based on a 1-5 scale) they will receive a 1% increase in pay for a score of 4-4.4, or 1.5% increase in pay for a score of 4.5-5.
- Beginning FY2026 an employee can receive a 3% pay increase based on years of service at 5, 10, 15, 20, 25, 30, 35, 40 years of service. Based on the increases received in FY2024, we will not retro anyone's pay based on a previous service anniversary, but will pay them going forward in each year's budget. The employee must be in good standing at the time of their anniversary date (no disciplinary action within the last 12 months). The anniversary date will be based on anyone who has achieved this anniversary by 12/31 of the calendar year previous to the next budget cycle.

The proposed Annual Goal & Expectation sheet as well as the Performance Evaluation tool are attached.

**Action Items:** Approve plan as proposed



## Expectations & Goals Worksheet

Employee Name: \_\_\_\_\_

Department: \_\_\_\_\_

Date: \_\_\_\_\_

### Instructions and Guidelines

Review job description with employee and ensure he/she understands all job functions, knowledge, skills and abilities. Review with the employee what's working well and discuss areas that may need improvement.

Set 3-4 goals with the employee for the calendar year.

#### What are goals?

Goals are statements of end results expected within a specified period of time.

#### How are goals defined?

For each goal, describe the end result and indicate quantity, quality, time frame, percentages or other specific measures. Each goal should fit into and support the overall strategy of the position and department and be indicative of the four sections of overall performance in the Performance Evaluation Sheet:

- Technical Skills/Knowledge of the Job
- Dependability/Service
- Relationships/Accountability
- Attendance

#### When are they set?

Annually, each January.

#### By whom?

Goals should be set through mutual agreement between the employee and supervisor.

#### May they be revised?

Goals may be carried forward from the previous year, revised, added or deleted during the review period as necessary.



**What is currently working well?**

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**What areas need/could use improvement?**

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**Individual Goals**

1. Goal:

Year-end comments:

2. Goal:

Year-end comments:

3. Goal:

Year-end comments:

4. Goals:

Year-end comments:

I have met with my supervisor and have read, discussed and understand my expectations and goals.

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Employee Performance Evaluation Form



**Name:** \_\_\_\_\_ **Dept:** \_\_\_\_\_  
**Job Title:** \_\_\_\_\_ **Hire Date:** \_\_\_\_\_  
**Date Form Completed:** \_\_\_\_\_

**Evaluation Type:** Annual Performance Evaluation

## ANNUAL PERFORMANCE EVALUATION RATING SCALE:

### Rating Scale:

<b>5</b>	<b>Exceptional</b> - Performance far exceeded expectations in all essential areas of responsibility. The overall quality of work was exceptionally high/superior and either; Included the completion of a major goal or project and/or made an exceptional or unique contribution in support of departmental objectives.
<b>4</b>	<b>Exceeds Expectations</b> - Performance consistently exceeded expectations in all essential areas of responsibility, and the quality of work was excellent.
<b>3</b>	<b>Meets Expectations</b> - Performance consistently met expectations in all essential areas of responsibility, at times possibly exceeding expectations. The quality of work was good.
<b>2</b>	<b>Improvement Needed</b> - Performance did not consistently meet expectations in one or more essential areas of responsibility, and/or one or more of the most critical goals were not met. The quality of work did not meet expectations.
<b>1</b>	<b>Unsatisfactory</b> - Performance was consistently below expectations in most essential areas of responsibility, and/or reasonable progress toward critical goals was not made. The quality of work was unsatisfactory. Significant improvement is needed in one or more important areas. A plan to correct performance through a Performance Improvement Plan (PIP), including timelines, must be outlined and monitored to measure progress. Include supporting documentation with the evaluation.

## Section 1: Overall Performance

Technical Skills/Knowledge of Job	Self-Assessment	Reviewer's Assessment	Employee Comments	Supervisor Comments
Demonstrates required job knowledge and skills as described in the job description. Effectively applies job skills to assignments.				
Adheres to the policies, procedures, and protocols of the City.				
Meets yearly and ongoing requirements in a timely manner, and maintains current licensure/certification requirements (if applicable) as outlined in the job description.				
Maintains integrity in all aspects of his/her work.				
Dependability/Service	Self-Assessment		Employee Comments	Supervisor Comments
Monitors projects and excercises follow through efficiently and effectively.				

Adheres to time frames and responds appropriately to instructions and procedures.				
Strives to meet expectations of citizens/customers. Treats citizens/customers with courtesy and respect.				
Exercises good judgement. Is enthusiastic, cooperative and willing to adapt.				
<b>Relationships/Accountability</b>	<b>Self-Assessment</b>		<b>Employee Comments</b>	<b>Supervisor Comments</b>
Accepts accountability and assumes responsibility for all aspects of the role.				
Exhibits objectivity and values the diversity of his/her colleagues talents and cultural views. Displays a positive attitude while building productive working relationships with peers.				
Exhibits good listening skills and uses appropriate communication methods.				
<b>Attendance</b>	<b>Self-Assessment</b>		<b>Employee Comments</b>	<b>Supervisor Comments</b>
Is punctual with regards to arrival and departure from work in accordance with departmental and City policy.				
Unexcused absences and/or tardies are at a minimum. (Unexcused absences or tardies are call-outs or tardiness without reporting them through the appropriate process per the Department policy)				
<b>Performance Summary Score</b>	<b>Self-Assessment</b>		<b>Final Employee Comments</b>	<b>Final Supervisor Comments</b>
Technical Skills/Knowledge of Job	0	0		
Dependability/Service	0	0		
Relationships/Accountability	0	0		
Attendance	0	0		
Total Points (add 4 sections)	0	0		
Evaluation Score (Total points divided by 12)	0.00	0.00		

The Supervisor or their designee must make an entry in the 'Total Evaluation Score' box prior to the evaluation being submitted to HR.

## Section 2: Supervisor Performance Comments

The reviewer should provide a brief assessment of the Employee's overall performance. Please attach addendum if necessary.

## Section 3: Goals - Explanation Required

Goal #1 Title:	Start Date:	Due Date
Describe goal and expectations. Was goal met? Why/Why not?		
Goal #2 Title:	Start Date:	Due Date
Describe goal and expectations. Was goal met? Why/Why not?		
Goal #3 Title:	Start Date:	Due Date
Describe goal and expectations. Was goal met? Why/Why not?		
Goal #4 Title:	Start Date:	Due Date
Describe goal and expectations. Was goal met? Why/Why not?		



Signatures and dates below are intended for the acknowledgement of the Annual Performance Evaluation, and should not be documented until the meeting has occurred.

*Supervisor's Signature (person who completed the Reviewers Assessment)*

*Date:*

*Employee's Signature (after evaluation meeting)*

*Date:*

Employee: \_\_\_\_\_  
Job Title: \_\_\_\_\_

Dept #: \_\_\_\_\_  
EE ID: \_\_\_\_\_



## **ANNUAL PERFORMANCE EVALUATION**

The Performance Review is designed to promote dialogue between an employee and supervisor and is built on the belief that an employee is responsible for driving his/her own review and development. The process is based on the completion of performance development priorities and the successful demonstration of core behavioral competencies.

**Process:** The following steps will help guide the process:

**STEP 1:** Employee independently completes Self-Assessment. Using the Rating Scale below, the employee provides a self-assessment of his / her competencies. The employee should provide specific examples of how each of the listed competencies was demonstrated in action over the review period. Once the employee's self-assessment is completed, he/she should provide his/her supervisor with the completed self-rating.

**STEP 2:** Supervisor independently completes Review of Employee in Section I and Comments in Section II. Using the Rating Scale at the top of the page, the supervisor provides an assessment of the employee's competency. The supervisor should provide specific examples of how each of the listed competencies was demonstrated in action over the review period.

**STEP 3:** Employee and supervisor meet to share scores and review Sections I – IV. Employee and supervisor schedule a time to meet to review and discuss responses for each of the individual review items, including performance development goals and priorities for the coming year. Based on individual supervisor scoring a final score is determined and recorded in the review form.

### **Rating Scale:**

#### **Level 5 (E): Exceptional**

Performance far exceeded expectations in all essential areas of responsibility. The overall quality of work was exceptionally high/superior and either;

- 1) Included the completion of a major goal or project...and/or
- 2)Made an exceptional or unique contribution in support of departmental objectives.

#### **Level 4 (EE): Exceeds Expectations**

Performance consistently exceeded expectations in all essential areas of responsibility, and the quality of work was excellent.

#### **Level 3 (ME): Meets Expectations**

Performance consistently met expectations in all essential areas of responsibility, at times possibly exceeding expectations. The quality of work was good

#### **Level 2 (IN): Improvement**

Needed Performance did not consistently meet expectations in one or more essential areas of responsibility, and/or one or more of the most critical goals were not met. The quality of work did not meet expectations.

#### **Level 1 (U): Unsatisfactory**

Performance was consistently below expectations in most essential areas of responsibility, and/or reasonable progress toward critical goals was not made. The quality of work was unsatisfactory. Significant improvement is needed in one or more important areas. A plan to correct performance through a Performance Improvement Plan (PIP), including timelines, must be outlined and monitored to measure progress. Please attach to this evaluation document.

**File Attachments for Item:**

21. Resolution: Resolution of Donation of Property and Associated Documents

## **RESOLUTION**

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE DONATION DEED IN CONVEYANCE OF CERTAIN REAL PROPERTY FROM LIMWOOD DRIVE LLC, AND ACCEPTANCE OF ASSOCIATED QUITCLAIM OF REVERSIONARY RIGHTS IN FAVOR OF DAVID MAKEL AND MARTHA MAKEL, AS A GIFT TO THE CITY OF TYBEE ISLAND; AUTHORIZING THE EXECUTION AND RECORDATION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FURTHER AUTHORITY FOR EXECUTION OF NECESSARY DOCUMENTS.

WHEREAS, Limewood Drive, LLC, a Georgia limited liability company (“Grantor” and/or “Limewood”) owns certain real property lying and being situated in the City of Tybee Island, Georgia, (“City”) consisting of approximately 0.056 acres described in the Deed of Donation attached hereto as Exhibit “A” (the “Property”) and also described in Deed Book 1888, Pages 415-418, in the official records of the Superior Court of Chatham County, Georgia (the “Limewood Deed”) ; and

WHEREAS Limewood has previously leased the parcel identified above to the City for use by the Tybee Island Marine Science Center Foundation Inc., a Georgia non-profit corporation d/b/a Tybee Island Marine Science Center (hereinafter “MSC”); and

WHEREAS the MSC, Limewood, and the City entered an agreement concerning the lease and use of the Property dated March 30, 2020 (hereinafter “Lease Agreement”); and

WHEREAS, the Limewood Deed provides that the Property shall automatically revert to David Makel and Martha Makel in the event that the Lease Agreement expires or is terminated;

WHEREAS each of the parties hereto has agreed to the (i) grant and conveyance by Limewood, and acceptance by the City, of a Deed of Donation for the Property subject

to the Lease Agreement and matters of record and (ii) quitclaim by David Makel and Martha Makel, and acceptance by the City, of any interest in the Property that David Makel and/or Martha Makel may have, including but not limited to the reversionary interest in favor of David Makel and Martha Makel contained in the Limewood Deed; and (iii) assumption by the City of all rights, title, interest, and obligations of Limewood under the Lease Agreement from and after the date of the Deed of Donation; and

WHEREAS, the City desires to accept the donation of the Property and assume Limewood's rights, title, interest, and obligations under the Lease Agreement, and the Mayor and Council have determined that it is in the public interest for the City to accept the donation and conveyance of the Property and assume Limewood's obligations under the Lease Agreement; and

WHEREAS, the Mayor and Council desire to authorize the Interim City Manager or any successor thereto to execute such documents and to expend such funds as are necessary to complete the donation and conveyance of the Property to the City;

WHEREAS, the City desires to accept the Quitclaim Deed from David Makel and Martha Makel in substantially the form as the attached Exhibit "B" and the Mayor and Council have determined that it is in the public interest for the City to accept the Quitclaim Deed; and

WHEREAS, the Mayor and Council desire to authorize the Interim City Manager or any successor thereto to accept delivery of the Quitclaim Deed and expend such funds as are necessary to record the Quitclaim Deed in the records of the Clerk of the Superior Court of Chatham County.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of Tybee Island, Georgia, as follows:

Section One. The Mayor and Council hereby authorizes the acceptance of the donation and conveyance of the Property from Grantor as a donation to the City for use for any valid public purpose, subject to the Lease Agreement. The City approves the Deed of Donation in substantially the form attached hereto as Exhibit “A”, authorizes the acceptance of the Quitclaim Deed in substantially the form attached hereto as Exhibit “B”, and agrees to assume the obligations of Limewood Drive, LLC under the Lease Agreement from and after the date of the Deed of Donation.

Section Two. The Interim City Manager, City Clerk, and City Attorney is each hereby authorized to execute any and all documents necessary to implement the donation and conveyance of the Property as a donation to the City, including, without limitation, the acceptance and recordation of the Deed of Donation in the Office of the Clerk of the Superior Court of Chatham County, Georgia. All taxes due shall be paid on the Property prior to the written acceptance by the City however, pursuant to the prior lease of the Property the City was reimbursing the Grantor for the property taxes. The Interim City Manager is authorized to pay such reasonable costs of the transaction as may be necessary.

Section Three. The Interim City Manager, City Clerk, and City Attorney is each hereby authorized to execute any and all documents necessary to accept and record the Quitclaim Deed Office of the Clerk of the Superior Court of Chatham County, Georgia and pay all expenses for the recording.

Section Four. Nothing herein or in the conveyance shall be deemed to restrict the use of the Property by the City or the City’s right to convey or transfer any interest therein.

Section Five. This resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED by the Mayor and Council of the City of Tybee Island, Georgia, and approved by the Mayor this \_\_\_\_\_ day of December 2023.

By: \_\_\_\_\_  
SHIRLEY SESSIONS, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Edward M. Hughes, City Attorney

Attest: \_\_\_\_\_  
Janet LeViner, CITY CLERK

EXHIBIT A  
TO  
RESOLUTION

FORM OF DEED OF DONATION

Title Not Examined By Scrivener

STATE OF GEORGIA     )  
  )  
COUNTY OF CHATHAM    )

**DEED OF DONATION**

This Deed made is made and entered into this \_\_\_\_\_ day of December 2023 by and in between LIMWOOD DRIVE, LLC, (hereinafter “Limewood” or “Grantor”), a Georgia limited liability company, and the City of Tybee Island Georgia, a municipal corporation chartered and existing under the laws of the State of Georgia as “Grantee” (Grantor and Grantee to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH

That: Grantor as a donation to Grantee and in confirmation of Grantors donative intent, does hereby grant, remise, give, donate and forever convey unto Grantee and its successors and assigns, for public purposes, the following described tract or parcel of land, to wit:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE FORT SCREVEN WARD, CITY OF TYBEE ISLAND, COUNTY OF CHATHAM, AND STATE OF GEORGIA, KNOWN AS PARCEL 2B AS DESCRIBED ON THAT CERTAIN PLAT ENTITLED “A LEASE PARCEL SURVEY OF TAX PARCEL 4-0001-03-009, FORMERLY BEING LOTS 5-7, BLOCK 9; LOT 7, BLOCK 19, LOTS 3-8, BLOCK 20; AND UNOPENED PORTIONS OF TAYLOR STREET AND LIMWOOD DRIVE, FORT SCREVEN, TYBEE ISLAND, CHATHAM COUNTY, GEORGIA” DATED JANUARY 20, 2020, PREPARED BY JAMES CRAIG BREWER, GRLS NO. 3022, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCE AT A POINT WHERE THE NORTHERN RIGHT-OF-WAY LINE OF TAYLOR STREET INTERSECTS WITH THE EASTERN RIGHT-OF-WAY LINE OF BEECHWOOD DRIVE, THENCE PROCEED ALONG SAID EASTERN RIGHT-OF-WAY LINE OF BEECHWOOD DRIVE S35°33'50"E, A DISTANCE OF 277.04' TO A CONCRETE MONUMENT; THENCE LEAVE SAID EASTERN RIGHT-OF-WAY LINE OF BEECHWOOD DRIVE AND PROCEED N54°17'09"E, A DISTANCE OF 92.75' TO AN IRON ROD; THENCE S35°41'42"E, A DISTANCE OF 136.69' TO AN IRON ROD, SAID IRON ROD BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING COURSES AND DISTANCES:

THENCE N54°19'30" E, A DISTANCE OF 26.25' TO AN IRON ROD;

THENCE S35°54'03" E, A DISTANCE OF 118.16' TO AN IRON ROD;

THENCE N62°33'21" W, A DISTANCE OF 59.03' TO AN IRON ROD;

THENCE N35°41'42" W, A DISTANCE OF 65.50' TO THE POINT OF BEGINNING, SAID PARCEL 2B HAVING AN AREA OF 0.056 ACRES, MORE OR LESS.

The Plat attached as Exhibit "A" hereto is hereby incorporated herein.

Said property being the same property conveyed to Limewood Drive, LLC by David Makel and Martha Makel in Deed Book 1888, Pages 415-418, in the official records of the Superior Court of Chatham County, Georgia.

Subject to easements and restrictions of record, and rights of parties in possession as of the date hereof including Tybee Island Marine Science Center Foundation Inc., a Georgia non-profit corporation d/b/a Tybee Island Marine Science Center pursuant to a Lease dated March 30, 2020.

Grantor will warrant and defend the right and title to the above described property unto the said Grantee, its successors and assigns, against the lawful claim of all persons by, through or under Grantor

IN WITNESS WHEREOF, Grantor has executed this Ded as of the date first above written.

[Signatures on Following Pages]

LIMEWOOD DRIVE, LLC

By: \_\_\_\_\_  
Martha Makel, Its Manager

Signed, sealed and delivered  
on this \_\_\_\_\_ day of December 2023  
before the undersigned

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DONATION ACCEPTED BY CITY OF TYBEE ISLAND, GEORGIA

By: \_\_\_\_\_  
SHIRLEY SESSIONS, MAYOR

Attest: \_\_\_\_\_  
Janet LeViner, CITY CLERK

Signed, sealed and delivered  
on this \_\_\_\_\_ day of December 2023  
before the undersigned

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

EXHIBIT B  
TO  
RESOLUTION

QUITLCAIM OF REVERSIONARY INTEREST

## QUITCLAIM OF REVERSIONARY RIGHTS

STATE OF GEORGIA  
COUNTY OF CHATHAM

Please Cross Reference:  
Deed Book 1879, Page 697  
Deed Book 1888, Page 415

**THIS INDENTURE**, made this \_\_\_ day of December, 2023, between David Makel and Martha Makel, of the County of Chatham, and the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and the City of Tybee Island Georgia, a municipal corporation chartered and existing under the laws of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** to the said Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE FORT SCREVEN WARD, CITY OF TYBEE ISLAND, COUNTY OF CHATHAM, AND STATE OF GEORGIA, KNOWN AS PARCEL 2B AS DESCRIBED ON THAT CERTAIN PLAT ENTITLED "A LEASE PARCEL SURVEY OF TAX PARCEL 4-0001-03-009, FORMERLY BEING LOTS 5-7, BLOCK 9; LOT 7, BLOCK 19, LOTS 3-8, BLOCK 20; AND UNOPENED PORTIONS OF TAYLOR STREET AND LIMWOOD DRIVE, FORT SCREVEN, TYBEE ISLAND, CHATHAM COUNTY, GEORGIA" DATED JANUARY 20, 2020, PREPARED BY JAMES CRAIG BREWER, GRLS NO. 3022, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT WHERE THE NORTHERN RIGHT-OF-WAY LINE OF TAYLOR STREET INTERSECTS WITH THE EASTERN RIGHT-OF-WAY LINE OF BEECHWOOD DRIVE, THENCE PROCEED ALONG SAID EASTERN RIGHT-OF-WAY LINE OF BEECHWOOD DRIVE S35°33'50"E, A DISTANCE OF 277.04' TO A CONCRETE MONUMENT; THENCE LEAVE SAID EASTERN RIGHT-OF-WAY LINE OF BEECHWOOD DRIVE AND PROCEED N54°17'09"E, A DISTANCE OF 92.75' TO AN IRON ROD; THENCE S35°41'42"E, A DISTANCE OF 136.69' TO AN IRON ROD, SAID IRON ROD BEING THE POINT OF BEGINNING; THENCE PROCEED THE FOLLOWING COURSES AND DISTANCES:

THENCE N54°19'30" E, A DISTANCE OF 26.25' TO AN IRON ROD;

THENCE S35°54'03" E, A DISTANCE OF 118.16' TO AN IRON ROD;

THENCE N62°33'21" W, A DISTANCE OF 59.03' TO AN IRON ROD;

THENCE N35°41'42" W, A DISTANCE OF 65.50' TO THE POINT OF BEGINNING, SAID PARCEL 2B HAVING AN AREA OF 0.056 ACRES, MORE OR LESS.

The Plat attached as Exhibit "A" hereto is hereby incorporated herein.

Subject, however, to all valid easements, restrictions, and rights of way of record.

**This deed is given for the purpose of conveying any and all interest Grantor may have in the described Property, including but not limited to conveying to Grantee that certain reversionary interest in favor of Grantor, and also to release the Property from that certain reversionary interest in favor of David Makel and Martha Makel recorded in Deed Book 1879, Page 697, Chatham, County, Georgia, records and Deed Book 1888, Page 415, aforesaid records.**

**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_(Seal)  
(Unofficial witness)

\_\_\_\_\_  
David Makel

\_\_\_\_\_(Seal)  
(Notary Public)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_(Seal)  
(Unofficial witness)

\_\_\_\_\_  
Martha Makel

\_\_\_\_\_(Seal)  
(Notary Public)

DONATION ACCEPTED BY CITY OF TYBEE ISLAND, GEORGIA

By: \_\_\_\_\_  
SHIRLEY SESSIONS, MAYOR

Attest: \_\_\_\_\_  
Janet LeViner, CITY CLERK

Signed, sealed and delivered  
on this \_\_\_\_ day of December 2023  
before the undersigned

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public



**File Attachments for Item:**

22. Resolution: :Loan/Bond/ Bond/Validation materials



# City of Tybee Island

## Memorandum

To: Mayor Sessions & Members of City Council  
From: Jen Amerell, Finance Director *JRA*  
Date: December 3, 2023  
Re: 2023 \$3 Million Water / Sewer Revenue Bond

---

### Overview

At the November 9<sup>th</sup> council meeting, management recommended and Council approved the following strategy and next steps to address failing water / sewer infrastructure; including rate increases and financing. These steps will allow us to move forward on priority projects with a reduced debt issue, as well as regroup and re-establish approved plans to address infrastructure needs, financing requirements and rate structuring.

- 1 – Issue \$3 million in revenue debt with Ameris Bank to finance the identified priority projects from year three of current five year CIP.
- 2 – Increase water / sewer rates by 7% effective January 1, 2024. Any change in the rate structure will be determined at a later date, including any potential changes to multi-unit rate structure.
- 3 – City Manager, Public Works Director and Finance Director will work with Council to re-establish and update capital improvement plan along with related financing plan.
- 4 – Finance Director will contract with Finance Consultant for other financing options on future debt based on updated CIP, as well as redevelop different options for water / sewer rate structure.
- 5 – Finance Director and City Manager will provide recommendation of water / sewer rates and any possible re-structure for Council to approve prior to FY25 budget.
- 6 – Finance Director and City Manager will provide recommendation for fund balance policy for General Fund and Proprietary Funds prior to FY25 budget.

Summary

Tonight's bond resolution is to approve the issuance of \$3,030,000 in revenue bonds approved in step one. The \$3,030,000 finances the \$3 million in project capital costs (listed below) and the issuance costs of the bond. The debt is to be repaid over 20 years at an interest rate of 6% for approximately \$250,000 in annual debt service, however, interest will not begin until our first draw down of funds, and principal is not due in year one.

Below are the projects deemed priority for FY24 based on the current five year capital improvement plan. These projects were deemed priority based on condition and or time sensitivity.

Project Description	Amount
Fort Screven Water Tower	\$ 350,000
Butler Avenue Water Tower	275,000
Replacement of Water Mains	325,000
Replacement of Sanitary Sewer Mains	1,100,000
Grit Removal & Odor Control (Grit Control Priority)	500,000
Raise Well Houses Above Flood Plain	300,000
WWTP & Well Generators	150,000
Total	<u>\$ 3,000,000</u>

Recommendation

Approve resolution as presented.

BOND RESOLUTION

A BOND RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TYBEE ISLAND (THE “CITY”) TO PROVIDE FOR THE ISSUANCE OF THE CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2024, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$3,030,000 (THE “SERIES 2024 BOND”), PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA, PAYABLE FROM REVENUES AND EARNINGS DERIVED FROM THE CITY’S OWNERSHIP AND OPERATION OF A WATER AND SEWERAGE SYSTEM (THE “SYSTEM”), AS SAID SYSTEM NOW EXISTS AND AS SUCH SYSTEM HEREAFTER MAY BE ADDED TO, EXTENDED, IMPROVED, AND EQUIPPED OR COMBINED WITH ANY OTHER WATER AND SEWERAGE SYSTEM ACQUIRED BY THE CITY; THE PROCEEDS OF THE SERIES 2024 BOND TO FINANCE, IN WHOLE OR IN PART, THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING CERTAIN IMPROVEMENTS AND ADDITIONS TO THE SYSTEM; TO SECURE PAYMENT OF THE SERIES 2024 BOND BY A FIRST AND PRIOR PLEDGE OF OR CHARGE OR LIEN ON THE NET REVENUE OF THE SYSTEM ON A PARITY WITH THE CITY’S OUTSTANDING WATER AND SEWER REVENUE BONDS (THE “PRIOR BONDS”); TO PROVIDE FOR THE ISSUANCE, UNDER CERTAIN CIRCUMSTANCES, OF WATER AND SEWER REVENUE BONDS OF THE CITY ON A PARITY AS TO THE PLEDGE OF OR CHARGE OR LIEN ON THE NET REVENUES AND EARNINGS OF THE SYSTEM WITH THE SERIES 2024 BOND AND THE PRIOR BONDS; TO PROVIDE FOR PRESCRIBING RATES AND COLLECTING FEES, TOLLS, AND CHARGES FOR THE SERVICES OF THE SYSTEM; TO PROVIDE FOR THE CONTINUATION OF CERTAIN FUNDS TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2024 BOND; TO PROVIDE FOR THE REMEDIES OF THE OWNER OF THE SERIES 2024 BOND; AND FOR OTHER PURPOSES.

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## PREAMBLE

1. The City of Tybee Island (the “**City**”), which was incorporated by an act of the General Assembly of Georgia, Ga. L. 1995, p. 4462, is a municipal corporation of the State of Georgia, and a governmental body as defined in the Revenue Bond Law of the State of Georgia, codified in Official Code of Georgia Annotated (“**O.C.G.A.**”) § 36-82-60 through § 36-82-85 (the “**Revenue Bond Law**”). The City owns and operates a water and sewerage system (the “**System**”), which provides water and sewerage service to citizens and users within and without the territorial limits of the City.

2. Under and by virtue of authority of the Constitution of the State of Georgia, the general laws of the State of Georgia, including the Revenue Bond Law, and the laws of the State of Georgia relating to the City, the City is authorized to extend, improve, and equip the System and to operate and maintain the System as the same may be added to, extended, improved, and equipped for its own use and for the use of public and private consumers both within and without the territorial limits of the City; to prescribe and revise rates and collect fees, tolls, and charges for the services and facilities furnished by the System as added to, extended, improved, and equipped, and, in anticipation of the collection of revenue from the System, to issue revenue bonds to finance, in whole or in part, the cost of the contemplated acquisition and construction of additions, extensions, improvements, and equipment, and to pay the expenses incident thereto.

3. It appears that it is now necessary and desirable to acquire, construct, and equip certain additions and improvements to the System (the “**Project**”) at a cost of approximately \$3,030,000, all substantially in accordance with the engineering recommendations, plans, and specifications which have been filed in the office of the City Clerk, which describe and define the extensions, additions, and improvements to be made and which show the estimated cost thereof and which plans, recommendations, and specifications were considered and approved by the governing body of the City both prior to and concurrently with the adoption of this Resolution and which are, by this reference thereto, incorporated herein and made a part hereof as fully as if physically attached hereto.

4. On August 1, 2016, the City issued its CITY OF TYBEE ISLAND WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2016, in the principal amount of \$3,645,000 (the “**Series 2016 Bond**”), in accordance with a bond resolution adopted by the City Council of the City on June 23, 2016, as supplemented and amended by a first supplemental bond resolution adopted on July 28, 2016 (together, the “**2016 Resolution**”). The proceeds of the Series 2016 Bond were used to prepay in full certain outstanding loans from the Georgia Environmental Finance Authority (“**GEFA**”) in connection with financing certain improvements to the System. The Series 2016 Bond has a first and prior pledge of and charge or lien on the System superior to any other charge or lien now existing or which may hereafter be created thereon, subject only to the charge or lien thereon for the payment of the reasonable and necessary expenses of operating, maintaining, and repairing the System (the “**Net Revenues**”).

5. On November 17, 2021, the City issued its CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2021, in the principal amount of \$4,045,000 (the “**Series 2021 Bond**”), in accordance with a bond resolution adopted by the City Council of the City on October 14, 2021 (the “**2021 Resolution**”). The proceeds of the Series 2021 Bond were used to



finance certain additions and improvements to the System. The Series 2021 Bond was issued on a parity basis with the Series 2016 Bond and has a first and prior pledge of and charge or lien on the System secured by the Net Revenues of the System.

6. The City Council of the City has determined that the most feasible method of raising the funds needed to finance the costs of the Project is by the issuance and sale of its CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2024, in the principal amount of \$3,030,000, herein authorized to be issued (the “**Series 2024 Bond**”). The Series 2024 Bond will be secured by a pledge of and charge or lien on the Net Revenues of the System on parity with the outstanding Series 2016 Bond and the Series 2021 Bond (together, the “**Prior Bonds**”).

7. The City has been and is now complying with all covenants, terms, and conditions of the 2016 Resolution and the 2021 Resolution (the “**Prior Resolutions**”). Ameris Bank, as the sole owner of the Series 2016 Bond and the Series 2021 Bond has agreed to waive the parity bond conditions as required by Section 509 of the Prior Resolutions. Attached hereto as Exhibit A is the form of such waiver to be executed by Ameris Bank prior to the issuance and delivery of the Series 2024 Bond.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Tybee Island in public meeting assembled, and it is hereby resolved by authority thereof, as follows:

## ARTICLE I

### DEFINITIONS; RULES OF CONSTRUCTION

**Section 101. Definitions of Certain Terms.** In addition to the words and phrases elsewhere defined in this Resolution, the following words and phrases used herein shall have the following meanings:

“**Advance**” shall have the meaning given such term in Section 402 hereof.

“**Authentication Agent**” means, with respect to the Series 2024 Bond, the Finance Director of the City, and with respect to any Parity Bonds shall have the meaning specified by the supplemental resolution authorizing such Parity Bonds.

“**Bond Counsel**” means an attorney at law or a firm of attorneys, designated by the Governing Body, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“**Bond Date**” means the date a series of Bonds is dated, and with respect to the Series 2024 Bond, the term means the date of issuance and delivery of the Series 2024 Bond.

“**Bondholder**,” “**Holder**,” or “**Owner**” means the registered owner of any Bond.

“**Bond Registrar**” means, with respect to the Series 2024 Bond, the Finance Director of the City, and with respect to any Parity Bonds shall have the meaning specified by the supplemental resolution authorizing such Parity Bonds.

“**Bonds**” means the Series 2016 Bond, the Series 2021 Bond, the Series 2024 Bond, and, from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

“**City**” means the City of Tybee Island, a municipal corporation duly organized and existing under the laws of the State.

“**City Representative**” means any person at the time designated to act on behalf of the City by a certificate containing the specimen signature of such person and signed by the Mayor. Such certificate may designate one or more alternates

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Completion Date**” means the earlier of (i) one year after the issuance and delivery of the Series 2024 Bond or (ii) the date of completion of the Project as certified by the City Representative in the Certificate of Completion, pursuant to Section 401(c).

“**Construction Period**” shall mean the period of time from and including the date of issuance of the Series 2024 Bond and the Completion Date.

**“Costs of Issuance”** means the reasonable and necessary costs and expenses incurred by the City with respect to the issuance of the Series 2024 Bond, this Resolution, and any transaction or event contemplated by this Resolution, including fees and expenses of accountants and attorneys, financial fees and expenses, advertising, recording, validation, and printing expenses, and all other costs and expenses incurred in connection with the issuance of the Series 2024 Bond.

**“Costs of Issuance Account”** means an account, authorized to be created pursuant to Section 402 of this Resolution for the exclusive purpose of paying Costs of Issuance incurred in connection with the issuance of the Series 2024 Bond.

**“Debt Service”** means the principal of and interest due on the Bonds.

**“Debt Service Account”** means the account of such name created within the Sinking Fund.

**“Debt Service Requirement”** means the amount required in a Sinking Fund Year to pay the Debt Service on the Bonds as the same becomes due and payable.

**“Debt Service Reserve Account”** means the account of such name which may be created within the Sinking Fund.

**“Debt Service Reserve Credit Instrument”** means a debt service reserve insurance policy or surety bond or letter of credit or a combination thereof deposited in the Debt Service Reserve Account in accordance with Section 503(c) in lieu or of in partial substitution for cash on deposit therein.

**“Debt Service Reserve Requirement,”** with respect to any Parity Bonds, shall have the meaning specified by the supplemental resolution authorizing such Parity Bonds. There is no Debt Service Reserve Requirement with respect to the Series 2024 Bond.

**“Federal Tax Certificate”** means a certificate executed by the appropriate officer of the City, dated the date of issuance and delivery of a series of tax-exempt bonds, to the effect that, on the basis of facts and estimates set forth therein, (A) it is not expected that the proceeds of said series will be used in a manner that would cause said series to be “arbitrage bonds” within the meaning of § 148 of the Code and applicable regulations thereunder and (B) to the best knowledge and belief of said officer, such expectations are reasonable.

**“GEFA”** means Georgia Environmental Finance Authority.

**“Governing Body”** means the City Council of the City of Tybee Island and any successor or successors in office to the present Governing Body and any person, body, or authority to whom, or to which, hereafter may be delegated by law the duties, powers, authority, obligations, or liabilities of the present City Council either in whole or in relation to the System.

**“Government Obligations”** means bonds or other obligations of the United States of America or obligations representing an interest therein which as to principal and interest

constitute direct obligations of the United States of America or are fully guaranteed as to payment by the United States of America.

“**Gross Revenues**” means all income and revenues derived from the ownership and operation of the System, including investment income (with the exception of income earned in any construction fund established with proceeds of Bonds), and excluding local, state or federal grants and capital improvement contract payments or other moneys received for capital improvements to the System.

“**Interest Payment Date,**” with respect to any Parity Bonds, shall have the meaning specified by the supplemental resolution authorizing such Parity Bonds.

“**Monthly Installment Date**” shall have the meaning given such term in Section 203.

“**Net Revenues**” means the Gross Revenues of the System less the Operating Expenses of the System.

“**O.C.G.A.**” means Official Code of Georgia Annotated.

“**Operating Expenses**” means the reasonable and necessary costs of operating, maintaining, and repairing the System, including salaries, wages, payment of any contractual obligations pertaining to the operation of the System, the cost of materials and supplies, rentals of leased property and facilities, insurance, and such other charges as may properly be made for the purpose of operating, maintaining, and repairing the System in accordance with sound business practice, the payment of necessary fees and charges, if any, of the Paying Agent, Bond Registrar, and Authentication Agent, and the payment, if any, for the investment services of any fund or account held for the benefit of the System, but shall not include depreciation, amortization, or bond interest expense.

“**Outstanding**” or “**Outstanding Bonds**” means all Bonds which have been executed and delivered pursuant to this Resolution except:

(a) Bonds cancelled because of payment or redemption;

(b) Bonds for the payment or redemption of which funds or securities in which such funds are invested shall have been theretofore deposited with a duly designated escrow agent or paying agent for the Bonds (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or provision satisfactory to such paying agent shall have been made therefor, or a waiver of such notice, satisfactory in form to such Paying Agent, shall have been filed with such Paying Agent; and

(c) Bonds in lieu of which other Bonds have been executed and delivered under Section 205 of this Resolution.

“**Parity Bonds**” means any water and sewer revenue bonds of the City which may be issued hereafter on a parity with the Prior Bonds and the Series 2024 Bond in accordance with the terms of the Prior Resolutions and this Resolution.

“**Paying Agent**” means, with respect to the Series 2024 Bond, the Finance Director of the City, and with respect to any Parity Bonds shall have the meaning specified by the supplemental resolution authorizing such Parity Bonds.

“**Prior Bonds**” means the Series 2016 Bond and the Series 2021 Bond.

“**Prior Resolutions**” means the 2016 Resolution and the 2021 Resolution.

“**Project**” shall have the meaning given such term in Section 401 hereof, including specifically the items enumerated in paragraph 3 of the Preamble to this Resolution.

“**Project Engineer**” and other terms making reference thereto, mean the engineer for the City or such other engineer, engineers, or engineering firm that may be hereafter employed by the City in relation to the supervision of the acquisition, construction, and equipping of the Project and in relation to other services to be rendered as in this Resolution.

“**Record Date**” shall have the meaning given such term in Section 202(e).

“**2016 Resolution**” means the bond resolution adopted by the Governing Body on June 23, 2016, as supplemented and amended by a first supplemental bond resolution adopted on July 28, 2016.

“**2021 Resolution**” means the bond resolution adopted by the Governing Body on October 14, 2021.

“**Resolution**” means this bond resolution adopted by the Governing Body, including any supplements or amendments hereto, which authorizes the issuance of the Series 2024 Bond and the future issuance, subject to certain conditions, of Parity Bonds.

“**Revenue Bond Law**” means the Revenue Bond Law of the State of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended.

“**Revenue Fund**” means the fund described in Section 502(a).

“**Revenue Fund Depository**” means Ameris Bank, or such other bank or trust company so designated from time to time by resolution of the Governing Body.

“**Series 2016 Bond**” means the CITY OF TYBEE ISLAND WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2016, issued pursuant to the terms of the 2016 Resolution.

“**Series 2021 Bond**” means the CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2021, issued pursuant to the terms of the 2021 Resolution.

“**Series 2024 Bond**” means the CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2024, to be issued pursuant to the terms of this Resolution.

“**Sinking Fund**” means the fund described in Section 502(b).

“**Sinking Fund Custodian**” means Ameris Bank or such other bank or trust company so designated from time to time by resolution of the Governing Body.

“**Sinking Fund Year**” means the period commencing on July 2 in a year and ending on July 1 in the next ensuing year.

“**System**” means the water and sewerage system of the City, as said system now exists and as it hereafter may be added to, extended, improved, and equipped, or combined with any other water and sewerage system which may be acquired by the City.

“**State**” means the State of Georgia.

“**Total Advance Amount**” means the total amount of Series 2024 Bond proceeds advanced by the Bank for the financing of the Costs of Issuance and the Project during the Construction Period, which such amount shall not exceed \$3,030,000.

**Section 102. Rules of Construction.** Unless the context clearly indicates to the contrary:

(a) “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used;

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Resolution; and

(d) the titles preceding each Section of this Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution.

[END OF ARTICLE I]

## ARTICLE II

### AUTHORIZATION, TERMS, AND FORM OF SERIES 2024 BOND

**Section 201. Authorization and Designation of the Series 2024 Bond.** A water and sewer revenue bond of the City designated the CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2024 (the “**Series 2024 Bond**”), is hereby authorized to be issued in the principal amount not to exceed \$3,030,000 for the purposes aforesaid pursuant to the Constitution of the State, the general laws of the State, including the Revenue Bond Law, the laws of the State relating to the City, and pursuant to this Resolution. The Series 2024 Bond shall be sold to Ameris Bank (the “**Bank**”) for a purchase price equal to 100% of the principal amount of the Series 2024 Bond.

**Section 202. Date, Denomination, Monthly Installment Dates, and Other Particulars of the Series 2024 Bond.**

(a) During the Construction Period, interest will accrue on the initial Advance made to the City on the date of issuance of the Series 2024 Bond and on each additional Advance made in accordance with Section 402 hereof beginning on the date of such Advance, at a rate of 6.00% per annum. Such interest shall be computed on the basis of a 360-day year, consisting of twelve 30-day months and shall be repaid monthly on the first business day of each month beginning in the month following the issuance and delivery of the Series 2024 Bond (each a “**Monthly Installment Date**”). No principal payments will be due on the Series 2024 Bond during the Construction Period.

(b) After the Construction Period, the Total Advance Amount shall continue to bear interest at a rate of 6.00% per annum, computed on the outstanding principal balance for the actual number of days elapsed calculated on the basis of a 360-day year, consisting of twelve 30-day months. Beginning on the first Monthly Installment Date following the Completion Date, and on each Monthly Installment Date thereafter, fully amortized equal monthly payments of the Total Advance Amount and interest thereon shall be due and payable based upon an amortization schedule of nineteen (19) years until the Series 2024 Bond is paid in full.

(c) The Series 2024 Bond shall be issued as a single-instrument bond, shall be lettered and numbered R-1, and shall be dated as of the date of issuance and delivery thereof.

(d) The principal and interest on the Series 2024 Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal and interest on the Series 2024 Bond shall be paid by check or draft mailed by the Paying Agent by first-class mail to the owner of the Series 2024 Bond at its address as appears on the Series 2024 Bond register kept by the Bond Registrar or by wire transfer at a wire transfer address which said registered owner has provided to the Paying Agent not less than five days prior to a Monthly Installment Date.

(e) The Series 2024 Bond shall be issued as a fully-registered bond in the form hereinafter set forth, with such variations, omissions, substitutions, and insertions as are therein required or permitted.

**Section 203. Execution of Series 2024 Bond.** The Series 2024 Bond shall be executed on behalf of the City with the manual or facsimile signature of its Mayor and shall have printed or impressed thereon the official seal of the City and be attested with the manual or facsimile signature of its City Clerk. In case any officer of the City whose signature shall appear on the Series 2024 Bond shall cease to be such officer before the delivery of the Series 2024 Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**Section 204. Authentication of Bond.** The Series 2024 Bond shall have endorsed thereon a certificate of authentication executed by the Authentication Agent. The Series 2024 Bond shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Authentication Agent, and such executed certificate of the Authentication Agent upon the Series 2024 Bond shall be conclusive evidence that the Series 2024 Bond has been authenticated and delivered hereunder.

**Section 205. Delivery of Bond.** Following the adoption and delivery of this Resolution, the City shall execute and deliver to the Authentication Agent and the Authentication Agent shall authenticate the Series 2024 Bond and deliver it to the purchaser as shall be directed by the City. Prior to delivery by the Authentication Agent of the Series 2024 Bond, there shall be filed with the Authentication Agent:

- (a) a copy, duly certified by the City Clerk of the City, of this Resolution;
- (b) a direction and authorization to the Authentication Agent on behalf of the City and signed by its Mayor to authenticate and deliver the Series 2024 Bond to the purchaser therein identified upon payment to the City, but for the account of the City, of a sum specified in such authorization;
- (c) a copy of the validation proceedings with respect to the issuance of the Series 2024 Bond duly certified by the Clerk of Superior Court of Chatham County, Georgia;
- (d) an opinion of Bond Counsel to the effect that (i) the Series 2024 Bond has been issued in conformity with the Act, has been properly authorized by this Resolution, has been executed, authenticated and issued in accordance with the terms of this Resolution and in accordance with the Constitution and laws of the State of Georgia and is a legal, valid, and binding special obligation of the City enforceable in accordance with its terms and secured in accordance with its tenor, and (ii) the interest on the Series 2024 Bond is excluded from federal income taxes under existing statutes, regulations, rulings, and court decisions; and
- (e) an opinion of counsel for the City that the Series 2024 Bond has been duly authorized, executed, and delivered by the City and is in full force and effect and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms.

**Section 206. Mutilated, Lost, Stolen, or Destroyed Bond.** In the event the Series 2024 Bond is mutilated, lost, stolen, or destroyed, the City shall execute and the Authentication Agent shall authenticate and deliver a new Series 2024 Bond of like date, maturity, and denomination to that mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated bond, such mutilated bond shall first be surrendered to the City or the Bond Registrar, and in the case of any



lost, stolen, or destroyed bond, there first shall be furnished to the City and the Bond Registrar evidence of such loss, theft, or destruction satisfactory to the City and the Bond Registrar, together with an indemnity satisfactory to them. In the event the Series 2024 Bond shall have matured, instead of issuing a duplicate bond, the Paying Agent may pay the same without surrender thereof making such requirements as it deems fit for its protection, including a lost instrument bond. In executing a new bond, the City may rely conclusively upon a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft, or destruction of any bond.

**Section 207. Validation Certificate.** A duly executed validation certificate of the Clerk of Superior Court of Chatham County, Georgia, signed with the manual or facsimile signature of such Clerk, will be endorsed on the Series 2024 Bond and will be essential to its validity.

**Section 208. Bond Registrar.** The Bond Registrar for the Series 2024 Bond will keep, at its office, proper registration, exchange, and transfer records in which it shall register the name and address of the owner of the Series 2024 Bond.

**Section 209. Transfer and Registration of Bond.** The Series 2024 Bond shall be transferable only upon the books of the City, which shall be kept for that purpose at the office of the Bond Registrar, by the registered owner thereof in person, or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered bond, the City shall issue in the name of the transferee a new fully-registered bond, without coupons, of the same principal amount and maturity as the surrendered bond.

**Section 210. Regulations With Respect to Exchanges and Transfers.** In all cases in which the privilege of exchanging or transferring the Series 2024 Bond is exercised, the City shall execute and the Bond Registrar shall authenticate and deliver a bond in accordance with the provisions hereof. A bond surrendered in any such exchanges or transfers shall forthwith be delivered to the Bond Registrar and cancelled or retained by the Bond Registrar. No service charge shall be made to any Bondholder for any registration of transfer or exchange of a bond, but for every such exchange or transfer the City or the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge, if any, required to be paid with respect to such exchange or transfer.

**Section 211. Limited Obligation.** The Series 2024 Bond does not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision nor a pledge of the faith and credit of the City nor shall the City be subject to any pecuniary liability thereon, and the taxing power of the City is not pledged to the payment thereof, either as to principal or interest. The Series 2024 Bond shall not be payable from nor a charge upon any funds other than the funds pledged to the payment thereof and are payable solely from the funds provided therefor including the Net Revenues of the System, including all future additions thereto. No Owner of the Series 2024 Bond shall ever have the right to compel the exercise of the taxing power of the City to pay the same or the interest thereon or to enforce payment thereof against any property of the City nor shall the Series 2024 Bond or any interest payment thereon constitute a charge, lien,

or encumbrance, legal or equitable, upon any property of the City other than said funds and Net Revenues.

**Section 212. Records Maintenance.** In every case of an exchange of the Series 2024 Bond and of the registration of transfer of the Series 2024 Bond, the surrendered Series 2024 Bond shall be held by the Bond Registrar. The Series 2024 Bond surrendered for exchange or registration of transfer shall be cancelled by the Bond Registrar.

**Section 213. Form of Bond.** The Series 2024 Bond and the certificate of validation and certificate of authentication to be endorsed thereon shall be in either typewritten or printed form in substantially the following terms and form, with such variations, omissions, substitutions, and insertions as may be required in accordance with this Resolution to complete properly the Series 2024 Bond and as may be approved by the officer or officers executing the Series 2024 Bond by manual or facsimile signature, which approval shall be conclusively evidenced by such execution:

[FORM OF SERIES 2024 BOND]

THIS BOND AND THE INSTRUMENTS HEREINAFTER DESCRIBED ARE SUBJECT TO AN INVESTMENT LETTER AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH INVESTMENT LETTER.

*This Bond shall not be sold or transferred if such sale or transfer would void the exemption, contained in U.S. Securities and Exchange Commission Rule 15c2-12(d)(1)(i), from the disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) or any similar rules or statutes in effect at the time of such sale or transfer.*

R-1

UNITED STATES OF AMERICA  
STATE OF GEORGIA

CITY OF TYBEE ISLAND  
WATER AND SEWER REVENUE BOND,  
SERIES 2024

Maturity Date: \_\_\_\_\_ 1, 20\_\_  
Interest Rate: 6.00%  
Principal Amount: not to exceed \$3,030,000  
Bond Date: [Date of Issuance and Delivery]  
Registered Owner: Ameris Bank

The City of Tybee Island, a municipal corporation of the State of Georgia (the “City”), in Chatham County, Georgia, for value received hereby promises to pay or cause to be paid to the registered owner named above or its registered assigns, the principal amount specified above, solely from the special fund provided therefor as hereinafter set forth. This Bond shall bear interest at the interest rate per annum set forth above, calculated on the basis of a 360-day year of twelve 30-day months.

This Bond is designated the CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2024 (this “Bond”), in the maximum principal amount set forth above, and was authorized by a bond resolution adopted by the City on December 14, 2023 (the “Resolution”), for the purpose of providing funds needed to pay the cost of (i) acquiring, constructing, and equipping certain additions and improvements to the water and sewerage system of the City (the “Project”) and (ii) paying the fees and expenses incurred in connection with the issuance of this Bond. This Bond is issued pursuant to the authority of and in accordance with the provisions of the Constitution of the State of Georgia, the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, the general laws of the State of Georgia, and the laws of the State of Georgia relating to the City.

From and including the date of issuance of this Bond and the date of completion of the construction of the Project (the “Construction Period”), which shall be a date not later than \_\_\_\_\_, 20\_\_ (the “Completion Date”), interest will accrue on the initial Advance (as defined in the Resolution) made to the City on the date of issuance of this Bond and on each additional Advance made in accordance with the Resolution beginning on the date of such Advance, at a rate of 6.00% per annum. Such interest shall be computed on the basis of a 360-day year, consisting of twelve 30-day months and shall be repaid monthly on the first business day of each month beginning on \_\_\_\_\_ 1, 2024 (each a “Monthly Installment Date”). No principal payments will be due on this Bond during the Construction Period.

After the Construction Period, the Total Advance Amount (as defined in the Resolution) shall continue to bear interest at 6.00% per annum, computed on the outstanding principal balance for the actual number of days elapsed calculated on the basis of a 360-day year, consisting of twelve 30-day months. Beginning on the first Monthly Installment Date following the Completion Date, and on each Monthly Installment Date thereafter, fully amortized equal monthly payments of the Total Advance Amount and interest thereon shall be due and payable based upon an amortization schedule of nineteen (19) years until this Bond is paid in full.

Upon payment in full, this Bond shall be presented for surrender at the office of the Finance Director of the City as Paying Agent and Bond Registrar. Payments shall be made in lawful money of the United States of America, to the registered owner hereof by check or draft mailed by first class mail or by wire transfer to such owner at its address as it shall appear on the bond register kept by the Bond Registrar.

Payment of this Bond is secured by a lien on the net revenues of the water and sewer system of the City (the “System”), including all future additions thereto (the “System”) and is being issued on a parity with the outstanding CITY OF TYBEE ISLAND WATER AND SEWER SYSTEM REFUNDING REVENUE BOND, SERIES 2016 and the CITY OF TYBEE ISLAND WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2021 (together, the “Prior Bonds”). “Net revenues” means all income and revenues of the System remaining after the payment therefrom of the reasonable and necessary costs of operating, maintaining, and repairing the System, but before making provision for any depreciation or interest charges.

Under certain conditions as provided in the Resolution, the City may issue additional water and sewer revenue bonds (“Parity Bonds”) which, if issued in accordance with such provisions, will rank *pari passu* with this Bond and the Prior Bonds with respect to the pledge of and the charge or lien on the net revenues of the System. Reference to the Resolution is hereby made for a complete description of the funds charged with and pledged to the payment of the principal of and interest on this Bond, the Prior Bonds, and any Parity Bonds (collectively, the “Bonds”), a complete description of the nature and extent of the security provided for the payment of the Bonds, a statement of the rights, duties, and obligations of the City, the rights of the owners of the Bonds, and the terms and conditions under which Parity Bonds may be issued, to all the provisions of which the owner hereof, by the acceptance of this Bond, assents.

The Resolution provides, *inter alia*, for prescribing, establishing, and revising rates and collecting fees, tolls, and charges for the services, facilities, and commodities furnished by the System as the same now exists and as it hereafter may be added to, extended, improved, and

equipped sufficient in amount to provide funds to pay into a special fund, designated the CITY OF TYBEE ISLAND WATER AND SEWER SYSTEM REVENUE BOND SINKING FUND (the “Sinking Fund”), an amount sufficient, together with the investment income thereon, if any, to pay the principal of and the interest on the Bonds, as such principal and interest shall become due and be payable, and to create and maintain a reserve for that purpose. The Sinking Fund, by the provisions of the Resolution, is pledged to and charged with the payment of the principal amount of this Bond and the interest thereon.

This Bond does not constitute a debt of the City within the meaning of any constitutional or statutory limitation or provision nor a pledge of the faith and credit of the City nor shall the City be subject to any pecuniary liability hereon, and the taxing power of the City is not pledged to the payment hereof, either as to principal or interest. This Bond shall not be payable from nor a charge upon any funds other than the funds pledged to the payment hereof and is payable solely from the funds provided therefor including the net revenues to be derived from the operation of the System of the City, including all future additions thereto. No owner of this Bond shall ever have the right to compel the exercise of the taxing power of the City to pay the same or the interest hereon or to enforce payment hereof against any property of the City nor shall this Bond or any interest payment hereon constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City other than said funds and net revenues.

The principal of this Bond is subject to prepayment at any time, either in whole or in part, at the option of the City, subject to the following: (i) at a redemption price equal to 105% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to \_\_\_\_\_ 1, 20\_\_ ; (ii) at a redemption price equal to 104% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to \_\_\_\_\_ 1, 20\_\_ ; (iii) at a redemption price equal to 103% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to \_\_\_\_\_ 1, 20\_\_ ; (iv) at a redemption price equal to 102% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to \_\_\_\_\_ 1, 20\_\_ ; (v) at a redemption price equal to 101% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to \_\_\_\_\_ 1, 20\_\_ ; and (vi) at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest to the redemption date any time after \_\_\_\_\_ 1, 20\_\_ . Any partial prepayment of this Bond shall be applied against the principal outstanding in inverse order of payments due.

The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid. This Bond is registrable as transferred by the owner hereof in person or by such owner’s attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, all subject to the terms and conditions of the Resolution.

The City has designated this Bond as a “qualified tax-exempt obligation” pursuant to § 265 of the Internal Revenue Code.

To the extent and in the manner permitted by the Resolution, modifications or alterations of the provisions thereof or of any supplement thereto or of the Bonds may be made by the City

with the consent of the owners of at least 55% in principal amount of the Bonds then outstanding without necessity for notation hereon or reference thereto.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Authentication Agent of the certificate of authentication hereon.

This Bond is issued with the intent that the laws of the State of Georgia shall govern its construction, and, in case of default, the owner hereof shall be entitled to the remedies provided by the Resolution and by all applicable laws.

It is hereby recited and certified that all acts, conditions, and things required to exist, happen, or be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due and legal time, form, and manner as required by law.

IN WITNESS WHEREOF, the City of Tybee Island has caused this Bond to be executed by the manual or facsimile signature of its Mayor and its corporate seal to be hereunto impressed or reproduced and attested by the manual or facsimile signature of its City Clerk, as of the day first above written.

CITY OF TYBEE ISLAND, GEORGIA

(S E A L)

By: \_\_\_\_\_ (FORM)  
Mayor

Attest: \_\_\_\_\_ (FORM)  
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is the Series 2024 Bond described in the within-mentioned Resolution.

Date of Authentication: \_\_\_\_\_, 2024

\_\_\_\_\_  
(FORM)  
Finance Director of the City of Tybee Island,  
as Authentication Agent

\* \* \* \* \*

STATE OF GEORGIA     )  
                                  )  
CHATHAM COUNTY     )

VALIDATION CERTIFICATE

I, the undersigned Clerk of Superior Court of Chatham County, State of Georgia, keeper of the records and seal thereof, hereby certify that this Bond was validated and confirmed by judgment of the Superior Court of Chatham County, Georgia, on \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, I hereunto have set my hand or caused my official signature and the seal of the Superior Court of Chatham County, Georgia, to be reproduced hereon in facsimile.

(S E AL)

\_\_\_\_\_  
(FORM)  
Clerk of Superior Court  
Chatham County, Georgia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
Social Security Number or  
Other Identifying Number of Assignee:

\_\_\_\_\_  
Please print or type name and address  
(including postal zip code) of Assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ as Agent to transfer the within bond on the  
books kept for registration thereof, with full power of substitution in the premises.

\_\_\_\_\_  
(FORM)  
Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Date: \_\_\_\_\_, 20\_\_

Signature Guaranteed:

\_\_\_\_\_  
(FORM)

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

[END OF BOND FORM]

[END OF ARTICLE II]



## ARTICLE III

### PREPAYMENT OR REDEMPTION OF BONDS BEFORE MATURITY

#### **Section 301. Optional Prepayment or Redemption of Bonds.**

(a) The principal of the Series 2024 Bond is subject to prepayment at any time, either in whole or in part, at the option of the City, subject to the following provisions:

(i) at a redemption price equal to 105% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to fifth anniversary of the Bond Date;

(ii) at a redemption price equal to 104% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to the sixth anniversary of the Bond Date;

(iii) at a redemption price equal to 103% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to the seventh anniversary of the Bond Date;

(iv) at a redemption price equal to 102% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to the eighth anniversary of the Bond Date;

(v) at a redemption price equal to 101% of the principal amount to be redeemed plus accrued interest to the redemption date if prior to the fifteenth anniversary of the Bond Date; and

(vi) at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest to the redemption date any time after the fifteenth anniversary of the Bond Date;.

(b) Any partial prepayment of the Series 2024 Bond shall be applied against the principal outstanding in inverse order of payments due.

(c) In the event Parity Bonds are hereafter issued, neither the Series 2024 Bond, the Prior Bonds, nor any such Parity Bonds may be prepaid or redeemed in part unless and until the Sinking Fund is at its proper balance and there shall exist no default in the payment of the interest or principal and interest on the Series 2024 Bond, the Prior Bonds or any series of Parity Bonds then outstanding; provided, however, that the City shall have the right to acquire as a whole, by prepayment, redemption or otherwise, all outstanding bonds of all parity issues from any funds which may be available for that purpose.

(d) At least 30 days before any date upon which any such prepayment of the Series 2024 Bond is to be made, a notice of intention so to prepay, designating the prepayment date and the principal amount of the Series 2024 Bond to be prepaid, signed by the Mayor, shall be

mailed, postage prepaid, to the registered owner of the Series 2024 Bond at the address of such registered owner as the same shall appear upon the books of registration.

(e) Should future Parity Bonds be issued hereafter pursuant to and in accordance with authority therefor herein contained, the bonds of any such future issue or issues may be prepaid or redeemed in whole or in part before the Series 2024 Bond is prepaid or the Series 2024 Bond may be prepaid in whole or in part before the prepayment or redemption of any bonds of any such future series, or the Series 2024 Bond may be prepaid, in whole or in part, and some of the bonds from any such future series may be prepaid or redeemed at the same time, subject to the requirements prescribed by the provisions of this Article.

**Section 302. No Interest After Prepayment.** Notice of prepayment having been given in the manner and under the terms and conditions hereinabove provided, the Series 2024 Bond shall, on the prepayment date designated in such notice, become and be due and payable to the extent of the amount to be prepaid and interest on such amount shall cease to accrue from and after the date fixed for prepayment unless default shall be made in prepayment on the date fixed for prepayment. Any such prepayment, in part, shall not affect, prior to the payment of the entire principal balance, the amount or payment date of any monthly installment, but shall be applied against the principal portion of the monthly installment or installments next due, which may shorten the final maturity of the Series 2024 Bond.

[END OF ARTICLE III]

## ARTICLE IV

### APPLICATION OF SERIES 2024 BOND PROCEEDS; CONSTRUCTION FUND

**Section 401. Application of Proceeds.** The proceeds of the Series 2024 Bond will be advanced from time to time as needed to finance the Costs of Issuance and the construction of the Project upon receipt of periodic draw requests and satisfaction of the requirements of Section 402 hereof. The City acknowledges the following:

(a) The City will proceed with the acquisition, construction, and equipping of the Project substantially in accordance with plans, specifications, and recommendations prepared for and on file with the City. Any contracts for labor or material for construction shall provide that payments thereunder shall not be made by the City in excess of 90% of the current estimates made by the Project Engineer or the City Representative, except the payment of the final balance due under any such contract upon proper certificate of the City Representative that the work has been completed in compliance therewith.

(b) Should there be any proceeds of the Series 2024 Bond which have not been advanced pursuant to Section 402 hereof one (1) year after the issuance and delivery of the Series 2024 Bond, such balance or a portion thereof as requested by the City, may be transferred to the Construction Fund and used to pay any remaining costs of the construction of the Project. Should there be any proceeds of the Series 2024 Bond remaining in the Construction Fund after completion of the Project, which in no event shall be a date later than the third anniversary of the issuance of the Series 2024 Bond, such balance shall be transferred to the Sinking Fund and used to the extent available for payment or redemption of Bonds or otherwise applied in accordance with State law; and

(c) The Completion Date for the Project shall be evidenced by the execution of a Certificate of Completion by the City Representative, the form of which is attached hereto as Exhibit D.

**Section 402. Advance of Series 2024 Bond Proceeds.** The Bank shall advance the proceeds of the Series 2024 Bond for construction of the Project during the Construction Period (each such advance hereinafter referred to as an “**Advance**”) upon receipt of the following: (a) a draw request, in substantially the form attached hereto as Exhibit B (a “**Draw Request**”), properly executed by the City Representative, and (b) an updated Schedule of Advances reflecting the Advances made to date of the proceeds of the Series 2024 Bond in substantially the form attached hereto as Exhibit C.

Notwithstanding the foregoing, in no event shall an Advance be made by the Bank if such Advance would result in the Total Advance Amount being in excess of \$3,030,000 or if such Advance would occur after the Construction Period.

**Section 403. Construction Fund.** The proceeds from the sale of the Series 2024 Bond will be drawn and advanced from time to time as needed in accordance with Section 402 hereof and will be deposited in the CITY OF TYBEE ISLAND WATER AND SEWER CONSTRUCTION FUND (the “**Construction Fund**”), which will be created by the City in a depository bank, and into

which shall be deposited all funds acquired by gift, donation, grant, or otherwise for the construction of the Project and any additional funds which the City may be required to furnish in order to assure the payment of all costs of the Project. Any money in the Construction Fund not needed at the time for the payment of the current obligations during the course of the acquisition, construction, and equipping of the Project, may be invested and reinvested in such investments as are set forth in Section 605(a) of this Resolution.

**Section 404. Lien on the Series 2024 Bond Proceeds.** All Series 2024 Bond proceeds held in the Construction Fund, and obligations held for such fund, shall be subject to a lien or charge in favor of the holder of the Series 2024 Bond and shall be held for the future security of such holder until paid out as herein provided.

**Section 405. Authorized Draw Requests.** Draw Requests may be made for the purpose of paying the cost of the construction of the Project, including reimbursing the City for advances from its other funds to accomplish the purposes hereinafter described and including the purchase of such property and equipment as may be useful in connection therewith, and, without intending thereby to limit or to restrict or to extend any proper definition of such cost contained in the Revenue Bond Law relating to expenditure of proceeds and shall include:

- (a) the cost of indemnity and fidelity bonds either to insure the faithful completion of any contract pertaining to the Project;
- (b) any taxes or other charges lawfully levied or assessed against the Project;
- (c) fees and expenses of architects, engineers for engineering studies, surveys and estimates, and the preparation of plans and supervising the acquisition, construction, and equipping of the Project;
- (d) all other items or expenses not elsewhere in this Section specified incident to the Project;
- (e) payments made for labor, contractors, builders and materialmen in connection with the Project and payment for machinery and equipment and for the restoration of property damaged or destroyed in connection therewith and the repayment of advances made to it for the purpose of paying any of the aforementioned costs;
- (f) the cost of acquiring by purchase, and the amount of any award or final judgment in any proceeding to acquire by condemnation lands and rights-of-way necessary for the Project and appurtenances in connection therewith, and options and payments thereon, and any easements or rights-of-way or any damages incident to or resulting from the acquisition, construction, and equipping of the Project; and
- (g) Costs of Issuance.

**Section 406. Insurance During Construction.** Any contract relating to construction of the Project shall provide that:

(a) *Workers' Compensation.* The contractor shall procure and shall maintain during the life of his contract Workers' Compensation Insurance as required by applicable state law for all of his employees to be engaged in work at the site of the Project under his contract and, in case of any such work sublet, the contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the Project under such contract is not protected under the Workers' Compensation Statute, the contractor shall provide or shall cause such subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

(b) *Liability and Property Damage.* The contractor shall procure and shall maintain during the life of his contract adequate Contractor's Public Liability Insurance adequate Vehicle Liability Insurance and adequate Contractor's Property Damage Insurance.

(c) *Subcontractors' Insurance.* The contractor shall either (i) require each of his subcontractors to procure and to maintain during the life of his subcontract Subcontractors' Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the contractor's policy or (ii) insure the activities of his subcontractors in his own policy.

(d) The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the contractor and his subcontractors, respectively, against damage claims which may arise from operations under the contract, whether such operations be by the insured or by anyone directly or indirectly employed by him.

(e) *Fire and Extended Coverage.* The contractor shall procure and shall maintain during the life of his contract Builder's Risk Insurance (Fire and Extended Coverage) on a 100% completed value basis on the insurable portion of the Project. The City, the contractor, and subcontractors, as their interest may appear, shall be named as the insured.

(f) The contractor shall furnish the City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of all policies. Such certificates shall also provide that the insurance covered by the certificate will not be cancelled or materially altered, except after ten days written notice has been received by the City.

**Section 407. Performance and Payment Bonds.** The contractor shall be required to furnish a performance bond in an amount at least equal to 100% of the contract price as security for the faithful performance of his contract and also a payment bond in an amount not less than 100% of the contract price as security for the payment of all persons performing labor on the Project under the contract and furnishing materials in connection with the contract.

[END OF ARTICLE IV]

## ARTICLE V

### REVENUES AND FUNDS; PARITY BONDS

**Section 501. Fiscal Year; Annual Budget.** The City is now operating and will continue to operate the System on a fiscal year basis beginning on July 1 of each year and ending June 30 of the following year, but should it desire to change its fiscal year it may do so by proper resolution. The City covenants that a budget of revenues and expenses for the System for its current fiscal year has been adopted, that in connection with the issuance of any series of Bonds hereafter issued said budget will be revised to the extent necessary, and that on or before the first day of each subsequent fiscal year during which any Bonds are outstanding, there will be adopted an annual budget of revenues and expenses for the System for the ensuing fiscal year, and a copy of such budgets or amendments thereto will be furnished, upon request, to the Owner of the Series 2024 Bond and to the original purchasers of each series of Bonds hereafter issued, sold, and delivered hereunder.

**Section 502. Funds and Accounts of the System.**

(a) *Revenue Fund.* The City heretofore has established a special fund designated the CITY OF TYBEE ISLAND WATER AND SEWER SYSTEM REVENUE FUND (the “**Revenue Fund**”). The City will continue to maintain the Revenue Fund for so long as Bonds are outstanding and unpaid, and it will continue to deposit to the Revenue Fund, promptly as received, all income and revenue of every nature derived from the ownership and operation of the System, and such revenue will be disbursed in the manner and order set forth in this Article V. The Revenue Fund shall be kept separate and apart from other funds of the City so long as any Bonds are outstanding and unpaid or until provision shall have been duly made for the payment thereof. The City is authorized to establish within the Revenue Fund such subaccounts as may be necessary to properly account for the revenues from the System.

(b) *Sinking Fund.* The City heretofore has established a special fund designated the CITY OF TYBEE ISLAND WATER AND SEWER SYSTEM REVENUE BOND SINKING FUND (the “**Sinking Fund**”). The City will continue to maintain the Sinking Fund for so long as Bonds are outstanding and unpaid, as a trust account with the Sinking Fund Custodian, separate and apart from other funds of the City. The Sinking Fund may consist of a DEBT SERVICE ACCOUNT and a DEBT SERVICE RESERVE ACCOUNT. Moneys in the Debt Service Account shall be used to pay Debt Service on the Bonds. The Debt Service Reserve Account, if established, shall be maintained for the purpose of paying, and shall be used at any time to pay, the Debt Service on Bonds coming due in any year as to which there otherwise would be a default. No Debt Service Reserve Account has been established for the Series 2024 Bond.

The City will make the monthly payments to the Sinking Fund hereinafter prescribed in this Section until sufficient funds are on hand to pay all Outstanding Bonds and the interest thereon, or until provisions for the payment thereof shall have been made in accordance with the provisions of this Resolution and, if, in any month, for any reason, the City shall fail to pay all or any part of the money it has herein agreed to pay into the Sinking Fund, the amount of any such deficiency will be added to and will become a part of the amount due and payable into the Sinking Fund in the next succeeding month, and if, on the date of delivery of a series of Bonds,

any of the Sinking Fund payments provided for herein shall be due and shall have not been made, such payments will be made to the Sinking Fund concurrently with such delivery.

**Section 503. Flow of Funds.** The revenues of the System shall be disbursed from the Revenue Fund in the following order:

(a) First, there will be paid from the Revenue Fund the Operating Expenses of the System.

(b) There will next be paid from the Revenue Fund into the Debt Service Account, on or before the last business day of each month, amounts sufficient to pay the monthly installments of principal and interest coming due on the Series 2024 Bond and the Prior Bonds. Funds on deposit in the Debt Service Account in excess of the amount required to make the above-described monthly installments shall be credited against the monthly installments next payable to the Debt Service Account until said excess funds are depleted.

(c) Upon the issuance of Parity Bonds, the City may fund a Debt Service Reserve Account with proceeds from the sale of such Parity Bonds or with a Debt Service Reserve Credit Instrument as the same may be established pursuant to a supplemental resolution authorizing the issuance of such Parity Bonds.

(d) After there have been paid from the Revenue Fund the sums required or permitted to be paid pursuant to the provisions of paragraphs (a) through (c) above, there shall next be paid from the Revenue Fund such payments as may be required to pay principal of and interest on junior lien obligations and any other obligations the debt service on which is paid from revenues of the System, including, but not limited to any loans made to the City by GEFA or the State Revolving Fund.

(e) Such funds as from time to time shall remain in the Revenue Fund after the payment of all amounts hereinabove required to be paid may be withdrawn from the Revenue Fund and used by the City for any lawful purpose; provided, however, that due provision has been made for reasonable working capital and that the payments required to be made into the Sinking Fund have been made.

**Section 504. Net Revenue Pledged to Bonds.** The Net Revenues remaining in the Revenue Fund after the payment of the sums required or permitted to be paid under the provisions of Section 503(a) will be held by the City in trust under the terms and conditions hereof, and, to the extent herein provided, all such funds are hereby pledged to secure the payment of the amounts herein agreed to be paid for the payment of Debt Service on the Bonds, and the City hereby pledges such revenue to secure the payment of such amounts. The revenues so pledged shall be immediately subject to the charge or lien of this pledge without any physical delivery thereof or other act, and the charge or lien of this pledge shall be valid and binding against the City and against all parties having claims of any kind against the City whether such claims shall have arisen from a tort, contract, or otherwise and irrespective of whether such parties have notice of such pledge.

**Section 505. Method of Transfer from the Revenue Fund.** All transfers from the Revenue Fund, and all payments from the Revenue Fund, shall be made by checks or other

instruments or by wire transfers authorized by an officer of the City duly authorized for such purpose.

**Section 506. Additional Deposits to Sinking Fund.** Nothing contained herein shall be construed to prohibit the City, at its option, from making additional deposits or payments into the Sinking Fund from any funds which may be made available for such purpose.

**Section 507. Disbursements from Sinking Fund.** During such time as the Finance Director of the City is the Paying Agent, not less than one business day prior to each Monthly Installment Date, the Finance Director, as Paying Agent, shall ascertain whether amounts sufficient to make the principal and interest payment due on such Monthly Installment Date are on deposit in the Sinking Fund, and, if so, shall make appropriate arrangements with the Sinking Fund Custodian for the transfer of such sufficient amount to the Paying Agent in order to effect timely payment of the Series 2024 Bond on such Monthly Installment Date in accordance with the terms thereof.

**Section 508. Priority of Bonds Preserved.** The City will not issue hereafter any other bonds or obligations of any kind or nature payable from or enjoying a charge or lien on the revenues of the System prior to the charge or lien herein created for the payment of the Series 2024 Bond and the Prior Bonds. Nothing contained herein, however, shall restrict the issuance of additional bonds or obligations from time to time payable from the revenues of the System and secured by a charge or lien on such revenues junior and subordinate to the charge or lien herein created.

**Section 509. Parity Bonds.** Parity Bonds may be issued from time to time payable from the Sinking Fund and ranking as to lien on the revenues of the System *pari passu* with the Series 2024 Bond, provided all the following conditions are met:

(a) An independent certified public accountant (or firm thereof) shall issue its report to the City that the payments covenanted to be made into the Sinking Fund, as the same may have been enlarged in any proceeding theretofore taken authorizing the issuance of Parity Bonds, are being timely made in the full amounts required; the Debt Service Account and the Debt Service Reserve Account are at their proper balances; and the City is otherwise in compliance with all the other terms and conditions contained in this Resolution and any supplements thereto pursuant to which Parity Bonds shall have been issued.

(b) An independent certified public accountant (or firm thereof) shall issue its report to the City:

(i) that the Net Revenues of the System for a period of 12 consecutive months out of the 18 months immediately preceding the month of adoption of proceedings authorizing the issuance of such proposed Parity Bonds have been equal to at least 1.15 times the highest annual Debt Service in any succeeding Sinking Fund Year on all Bonds then outstanding and on the Parity Bonds proposed to be issued (excluding for calculation of the Debt Service any Bonds which are to be refunded and defeased by the proposed Parity Bonds); or



(ii) if a new schedule of rates, fees, and charges for the services, facilities, and commodities furnished by the System shall have been adopted, that had such new rate schedule been in effect during the period of 12 consecutive months out of the 18 months immediately preceding the month of adoption of proceedings authorizing the issuance of such proposed Parity Bonds, the Net Revenues of the System would have at least equaled 1.25 times the highest annual Debt Service in any succeeding Sinking Fund Year on all Bonds then outstanding and on the Parity Bonds proposed to be issued (excluding for calculation of the Debt Service any Bonds which are to be refunded and defeased by the proposed Parity Bonds).

(c) Except where Parity Bonds are to be issued solely for the purpose of refunding other Bonds, an independent and recognized firm of consulting engineers employed by the City shall prepare an engineering report recommending the additions, extensions, and improvements to be made to the System, designating in reasonable detail the work and installations proposed to be done and the estimated cost of accomplishing such undertaking. Such engineering report shall set forth the projected Net Revenues for each succeeding Sinking Fund Year after such additions, extensions, and improvements have been completed, and shall show the coverage of annual Debt Service Requirements for the Bonds then outstanding and the Parity Bonds proposed to be issued for each such succeeding Sinking Fund Year.

(d) The Governing Body shall pass proper proceedings reciting that all of the above requirements have been met and authorizing the issuance of such Parity Bonds, which proceedings shall provide, among other provisions, for the date, the rate or rates of interest, maturity dates, and redemption provisions of such Parity Bonds, and the interest on such Parity Bonds, if fixed, shall fall due on June 1 and December 1 of each year, and the principal of such Parity Bonds shall mature in installments on June 1 (but not necessarily in each year, or in equal installments), and provided further, that any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions, and provisions of this Resolution. Any such proceeding or proceedings shall require (i) an increase in the monthly payments then being made into the Debt Service Account to the extent necessary to pay the Debt Service on all Bonds then outstanding and on the Parity Bonds proposed to be issued and (ii) the funding of the Debt Service Reserve Requirement for the Bonds then outstanding and such Parity Bonds in the manner set forth in Section 503(c).

(e) The proceeds of any Parity Bonds authorized to be issued must be used only for the purpose of adding to, extending, and improving the System and its related properties (including, but not limited to, the acquisition, construction, and equipping of such building or buildings and structures and appurtenances pertaining thereto as may be deemed necessary to afford more adequate, useful and convenient facilities for the proper control and administration of the functions of the System) and/or to redeem or refund any one or more series of Bonds previously issued under this Resolution, or other obligations relating to the System, and paying the usual and necessary expenses incurred and to be incurred incident to accomplishing any of the foregoing, including, without limitation, the costs of lands, rights-of-way, contract rights, franchises and easements.

(f) Such Parity Bonds and all proceedings relative thereto and the security therefor shall be validated as prescribed by law.

Parity Bonds in an amount not to exceed ten percent (10%) of the aggregate principal amount of any series of Bonds issued to finance the costs of any capital project may be issued to provide funds to complete the construction of such capital project, without regard to the requirements of subparagraph (b) of this Section 509. Parity Bonds may be issued to refund Outstanding Bonds without regard to the requirements of subparagraph (b) of this Section 509, if the Debt Service Requirement on all Outstanding Bonds immediately following such refunding, for any Sinking Fund Year to and including the Sinking Fund Year of the final maturity of Outstanding Bonds prior to such refunding, will not, as a result of such refunding, exceed the Debt Service Requirement for any such Sinking Fund Year had such refunding not occurred. In the alternative, the requirements of subparagraph (b) of this Section 509 shall be applied to the Parity Bonds to be issued to refund Outstanding Bonds, in lieu of the application thereof to the Outstanding Bonds proposed to be refunded.

**Section 510. Defeasance.**

(a) Bonds shall be deemed to have been paid in full and the lien of this Resolution shall be discharged as to such Bonds,

(i) after there shall have been deposited in an irrevocable trust fund created for that purpose,

(A) sufficient moneys, and/or

(B) Government Obligations which shall not contain provisions permitting the redemption thereof prior to their stated maturity,

the principal of and the interest on which moneys and/or Government Obligations when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), for the payment of the principal of and premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein or in the resolution authorizing such series of Bonds);

(ii) after there shall have been paid, or satisfactory provision shall have been made for payment, to the Bond Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment of such Bonds or there shall be sufficient moneys deposited with the Bond Registrar and Paying Agent to make said payments; and

(iii) unless all Bonds being defeased pursuant to this Section 510 are to mature or be redeemed within the next 60 days, the City shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the Owners of such Bonds, by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by subsection (a)(i) of this Section 510 has been made and that such Bonds are deemed to have been paid in accordance with this Section 510.

(b) In addition to the foregoing provisions of this Section 510, the lien of this Resolution as to all Bonds which are being defeased shall only be discharged pursuant to this

Section 510 if the City delivers an opinion of Bond Counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Section 510 have been satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on such Bonds from federal income taxation.

(c) It is contemplated that any Bonds issued and secured pursuant to this Resolution may be paid, or deemed to be paid in full as aforesaid, and any other Bonds not paid, or not deemed to be paid in full as aforesaid, shall remain Outstanding hereunder. Upon payment in full of any Bonds as provided in this Section 510, the Owners of such Bonds shall no longer be entitled to the benefits of the security afforded by this Resolution and, except for the purposes of registration, exchange, and transfer, shall no longer be deemed outstanding hereunder.

[END OF ARTICLE V]

**ARTICLE VI**

**DEPOSITORIES OF FUNDS;  
SECURITY FOR DEPOSITS; AUTHORIZED INVESTMENTS**

**Section 601. Funds Constitute Trust Funds.**

(a) Except as otherwise provided in this Resolution, all money received by the City under the terms hereof, subject to the giving of security as hereinafter provided, shall be deposited with the proper depository or custodian in the name of the City. All moneys deposited under the provisions hereof shall constitute trust funds and shall be deposited in banks insured by the Federal Deposit Insurance Corporation, or any successor thereto, and such moneys shall be applied in accordance with the terms and for the purposes set forth in this Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the City.

(b) If the Sinking Fund Custodian and the Paying Agent for all Outstanding Bonds is the same bank acting in both capacities, then the Sinking Fund Custodian, without any further direction on the part of or any further authorization from the City, shall use and disburse the moneys in the Sinking Fund as provided in this Resolution; except that, if, as provided under Article III of this Resolution, it redeems or buys any Bonds with moneys in the Sinking Fund, then proper authorization and direction from the City shall be furnished for such use and disbursement.

**Section 602. Security for Deposits.** No moneys belonging to any of the funds created hereunder shall be deposited or remain on deposit and uninvested with any depository or custodian in an amount in excess of the amount guaranteed by the Federal Deposit Insurance Corporation, or any successor thereto, unless such institution shall have pledged for the benefit of the City and the Owners of the Bonds as collateral security for the moneys deposited direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Board of Governors of the Federal Reserve System and under applicable State law and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits and having a face or par value at least equal to the amount prescribed by applicable State law.

**Section 603. Designation of Bond Registrar, Paying Agent, and Authentication Agent, Depository for the Revenue Fund, and Sinking Fund Custodian.**

(a) The Finance Director of the City is hereby designated Bond Registrar, Paying Agent, and Authentication Agent for the Series 2024 Bond. Ameris Bank is hereby designated Depository for the Revenue Fund and Sinking Fund Custodian.

(b) The Governing Body, from time to time may appoint a bank or trust company as successor Bond Registrar and Paying Agent and may appoint a depository or successor depository for or custodian of any fund or account described herein, provided such depository or successor agrees to comply with the relevant provisions of this Resolution.

(c) During such time as the Bond Registrar and Paying Agent is a bank or trust company, any presentation and surrender of Bonds to the Paying Agent or Bond Registrar as required herein shall be to the principal corporate office of said bank or trust company.

(d) During such time as the Paying Agent is a bank or trust company, any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Paying Agent may be transferred, shall, subject to the terms of this Resolution, be Paying Agent under this Resolution without further act.

**Section 604. Investment of Funds.**

(a) Any investments authorized herein shall be held in the respective fund until paid at maturity, redeemed or sold, and the proceeds thereof, including interest, principal, and premium, if any, shall be immediately deposited to the credit of such fund. When a fixed amount is required to be maintained in any fund, the investments for such fund shall be valued in terms of current market value as of the last day of the fiscal year next preceding the determination of value. Moneys in each respective fund and all authorized investments held in and for such fund, and the income therefrom, are hereby pledged to and charged with the payments required by this Resolution to be made from such fund.

(b) Moneys in the Revenue Fund and the Sinking Fund not required to pay current obligations may be invested as set forth in Section 605. Any such investments shall mature no later than such times as shall be necessary to provide money when needed for payments to be made from the pertinent fund or account. Notwithstanding the foregoing, money in the Debt Service Reserve Account may only be invested in authorized investments with maturities or options to redeem at par not exceeding five years from the date of purchase of such investment.

**Section 605. Authorized Investments.**

(a) *Construction Fund Money and Costs of Issuance Account Money.* Subject to the provisions of this Resolution, money in the Construction Fund and the Costs of Issuance Account may be invested by the custodians of such accounts in any of the following investments allowed by O.C.G.A. § 36-82-7, if and to the extent the same are at the time legal for investment of bond proceeds:

- (i) the local government investment pool created in O.C.G.A. § 36-83-8; or
- (ii) the following securities and no others:

(A) bonds or other obligations of the City or bonds or obligations of the State or other states or of counties, municipal corporations and political subdivisions of the State;

(B) bonds or other obligations of the United States or of subsidiary corporations of the United States government, which are fully guaranteed by such government;

(C) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(D) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(E) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian or trustee for any proceeds of the Bonds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above; and

(F) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraph (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State; and

(G) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment or reinvestment of such money.

(b) *Revenue Fund and Sinking Fund Money.* Money in the Revenue Fund and the Sinking Fund may be invested by the custodian of such fund in the following investments:

(i) any of the following investments (presently authorized by O.C.G.A. § 36-80-3 and O.C.G.A. § 36-83-4), if and to the extent the same are at the time legal for investment of such money:

(A) obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies;

(B) obligations of any corporation of the United States government;

(C) bonds or certificates of indebtedness of the State and of its agencies and instrumentalities, or of other states;

(D) obligations of other political subdivisions of the State;

(E) certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured;

(F) Prime bankers' acceptances;

(G) repurchase agreements; and

(H) The local government investment pool established by O.C.G.A. § 36-83-8; and

(ii) any other investments to the extent at the time hereafter permitted by the applicable law of the State for the investment of public funds

**Section 606. Authorization for Investments by Depositories.** The City, at any time and from time to time, may direct any depository of or custodian for any fund to make specific investments of moneys on deposit in such fund in accordance with Section 605 or may provide any such depository or custodian with general and continuing authorization to invest moneys in any such fund in accordance with the provisions of Section 605.

**Section 607. Limitation on Liability from Funds on Deposit with the Paying Agent.** Should any Bonds not be presented for payment when due, the Paying Agent shall retain, for the benefit of the Owners of such Bonds, a sum of money sufficient to pay such Bonds when the same are presented by the Owners thereof for payment. All liability of the City to the Owners of such Bonds and all rights of such Owners against the City under the Bonds or under this Resolution shall thereupon terminate, and the sole right of such Owners thereafter shall be against such funds on deposit with the Paying Agent. The Paying Agent shall hold such funds without any responsibility for payment to such Owners of additional interest beyond the date when payment was due.

If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, the Paying Agent, at the written request of the City, shall transfer to the City's Revenue Fund all funds theretofore held by it for payment of such Bond. The Paying Agent thereupon shall be released and discharged with respect to such Bonds, and such Bond, subject to the defense of any applicable statute of limitations, thereafter shall be an unsecured obligation of the City.

[END OF ARTICLE VI]



## ARTICLE VII

### PARTICULAR COVENANTS OF THE CITY

#### **Section 701. Maintenance of Rates.**

(a) The City covenants that on or before the first day of each fiscal year during which any Bonds are outstanding, it will undertake a revenue sufficiency analysis for the System, and a copy of such analysis will be furnished, upon request, to any Bondholder and to the original purchaser or purchasers of a series of Bonds.

(b) The City covenants that it has placed into effect a schedule of rates, tolls, fees, and charges for the services, facilities, and commodities furnished by the System and as often as it shall appear necessary it shall revise and adjust such schedule of rates, tolls, fees, and charges for services and facilities to the extent necessary to produce funds sufficient to:

(i) pay the Operating Expenses of the System;

(ii) pay into the Debt Service Account an amount not less than the amount required to pay the principal of and interest on the Bonds as the same become due and payable in the then current Sinking Fund Year;

(iii) create and maintain a reserve in the Debt Service Reserve Account in an amount which may be required in any proceedings authorizing any issue or issues of Parity Bonds, including the amount necessary to make any payments required to be made to the issuer of any Debt Service Reserve Credit Instrument;

(iv) provide Net Revenues which are at least equal to 1.15 times the amount required to be paid into the Debt Service Account in the then current Sinking Fund Year; and

(v) to repay any amount drawn directly from the Debt Service Reserve Account or under any Debt Service Reserve Credit Instrument within 12 months of any such draw.

**Section 702. Failure to Adopt Rates and Charges.** If the City shall fail to adopt a schedule or schedules of rates, fees, tolls, and charges or to revise the same as necessary in accordance with the provisions of this Article, the Owner of any Bond, without regard to whether any default, as defined in Section 801, shall have occurred, may institute and prosecute in any court of competent jurisdiction an appropriate action to compel the City to adopt such schedule or schedules or to revise such schedule or schedules so that funds will be received sufficient in amount to maintain at all times funds for which provisions are made in this Resolution, and to pay the Operating Expenses of the System.

**Section 703. Uniform Rates.** Such rates, fees, tolls, and charges will be classified in a reasonable manner to cover users of the services and facilities furnished by the System so that, as nearly as practicable, such rates, fees, tolls, and charges will be uniform in application to all users falling within any reasonable class.

**Section 704. No Free Service; Meters; Sewer Connections.** No free service will at any time be furnished from the System. All services will be furnished in accordance with rates now or hereafter established, including services furnished to any political subdivision or other public body. No customer will be connected to the System or be served from the System without a proper meter having been first installed, and the City will undertake, to the extent authorized by law, to require the Owners of all improved property abutting any sewer line constituting a part of the System to connect thereto.

**Section 705. Payment of Bonds.** The City will promptly collect or cause to be collected all service charges and other obligations arising out of the operation of the System as such obligations become due, and it will apply all collections and all revenues and income from the System, as collected, as provided in this Resolution and not otherwise. It will promptly pay the principal of and interest on every Bond payable from the revenues of the System at the place, on the dates, and in the manner herein and in the Bonds, and any premium required upon redemption of Bonds, according to the true intent and meaning thereof. The principal of and interest on all Bonds and premium, if any, and the charges of the Bond Registrar and Paying Agent are payable solely out of the revenues of the System, which revenues are hereby pledged to the payment of such obligations in the manner and to the extent herein particularly specified, and nothing herein contained or in the Bonds shall be construed as an obligation of the City to levy or pledge any form of taxation whatever therefor or to make any appropriation for their payment, except from revenues or other receipts derived from the ownership and operation of the System as provided herein, and no Bondholder shall have any recourse to the power of taxation nor shall any Bond constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City other than such revenues.

**Section 706. Operation of System.** The City will continuously maintain the System in good order and repair and will enforce reasonable rules and regulations governing the System and the operation thereof. All compensation, salaries, fees, and wages paid in connection with the maintenance, repair, and operation of the System will be reasonable, and no more persons will be employed than are necessary. The City will operate the System in an efficient and economical manner, will at all times maintain the same in sound operating condition, will make all necessary repairs, renewals, and replacements, and will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative or judicial body applicable to such undertaking.

**Section 707. System Free From Liens.** The City will not create or permit to be created in the operation and maintenance of the System any lien, charge or encumbrance thereon or on any part thereof or upon the revenues derived therefrom ranking equally with, except as herein provided, or prior to the lien or charge herein created upon such revenues, and it will pay or cause to be discharged or will make adequate provisions to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or on any part thereof or the revenue therefrom; provided, however, that nothing contained in this Section shall require the City to pay, or cause to be discharged, or make provisions for the discharge of any lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings unless, by such action, the lien or charge created hereby on any part of the System or the revenues therefrom shall be materially endangered or any part thereof will be subject to

loss or forfeiture, in which event, any such lien shall be promptly satisfied or discharged by the filing of a bond or taking other action as prescribed by law to effect such discharge.

**Section 708. Insurance Provisions.**

(a) *Fire and Extended Coverage.* The City, if such insurance is not already in force, will procure fire and extended coverage insurance on the insurable portions of the System, the revenues of which are pledged to the security of the Bonds. The foregoing fire and extended coverage insurance will be maintained so long as the Bonds are outstanding and will be in the amount of the full insurable value of the property. If there is any damage to or destruction of any of the System or any part thereof, the City will promptly arrange for the application of the insurance proceeds for the repair, reconstruction or replacement of the damaged or destroyed portion unless the City, with the concurrence of its consulting engineers, shall determine that:

- (i) such repair, reconstruction or replacement is not economically feasible because the revenues of the System would not be increased sufficiently thereby to justify, in good business practice, the expenditure therefor of such insurance proceeds;
- (ii) the efficient utilization of the System is not impaired by such damage; and
- (iii) such damage will not result in the loss of a significant amount of revenue from the System.

(b) *Public Liability and Property Damage.* The City, if such insurance is not already in force, will procure and maintain, for so long as any Bonds are outstanding, public liability insurance relating to the operation of the System and relating to any vehicle owned or operated for the benefit of the System in such amount as may be determined by the Governing Body upon recommendation of counsel to the City, in order to protect the City from claims for bodily injury and for death and from claims for damage to property of others which may arise from the operation of the System or any other facilities the revenues of which are pledged.

(c) *Fidelity Bonds.* The City will carry, at all times, fidelity bonds on all of its officers and employees who may handle funds derived from the System, and such bonds shall be in such amounts as are at least equal to the total funds in the custody of such officer or employee at any one time.

(d) *From Whom Purchased.* The City shall obtain all such insurance from a responsible insurance company or companies authorized and qualified under the laws of the State to assume the risks thereof against loss or damage. All such policies shall be for the benefit of and made payable to the City and shall be on deposit therewith; provided, however, the City may elect to be a self-insurer with respect to property loss for any mobile equipment used in connection with the operation and maintenance of the System.

The City may participate as a member of the Georgia Interlocal Risk Management Agency (“GIRMA”) created in 1987 pursuant to the authority of Title 37, Chapter 85 of O.C.G.A., or any successor agency or locally authorized joint liability pool created for municipalities or other governmental entities under the laws of the State. The minimum limits and terms of coverage provided to the City through GIRMA shall be in such amounts and on

such terms as reasonably required for or subscribed to by municipal corporations of the State of comparable size and with comparable proprietary services of those offered by the City.

(e) *Pledge of Insurance Proceeds.* The proceeds of all such insurance policies and the proceeds from any coverage provided through GIRMA or any successor agency or locally authorized joint liability pool, except the general liability policies or coverage, are pledged as security for the payment of the Bonds, but shall be available for and shall be applied, to the extent necessary and desirable, to the repair and replacement of the damaged or destroyed property, provided that any portion of such proceeds remaining after payment in full of such costs shall be paid into the Sinking Fund, or, if the property is not repaired or replaced, the proceeds shall be placed in the Sinking Fund.

(f) *General.* All insurance policies and other coverage documents shall be open to the inspection of the Bondholders and their representatives and to the designated representative of the original purchasers of each series of Bonds issued hereunder at all reasonable times.

The provisions of this Section 708 are subject to the availability of insurance at commercially reasonable rates to the City due to market conditions which may adversely affect such availability to municipal corporations of the State generally.

**Section 709. Condemnation.** If the System or any part thereof or any portion of the premises upon which any part of the System is constructed shall be taken by the exercise of the power of eminent domain, the whole compensation therefor shall be paid directly to the City and applied by the City as follows:

(a) *Condemnation of all or substantially all of the System.* Condemnation proceeds referable to a taking of all or substantially all the System or such premises will be paid into the Sinking Fund, or if all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment or call and redemption of all Bonds payable from the Sinking Fund by the payment therein of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment or call and redemption shall be paid to the City.

(b) *Condemnation of less than substantially all of the System.* All condemnation proceeds received by the City referable to a taking of less than substantially all the System will be applied as follows:

(i) If no part of the improvements constituting the System or of the premises upon which the same is located is taken or damaged or if the City, with the concurrence of its consulting engineers, shall determine that the efficient utilization of the System is not impaired by such taking and there will be no loss of revenue by reason thereof, the net condemnation award shall be paid to the Sinking Fund.

(ii) If any part of the improvements or premises is taken or if no such determination is made with the concurrence of such consulting engineers, then, the net condemnation award will be applied to the repair, rebuilding, and restoration of the System or to the rearrangement of the System, insofar as may be possible, so as to make the System suitable for the use intended and to prevent a loss of revenue therefrom, and

any balance of the net condemnation award will be paid into the Sinking Fund unless the City, with the concurrence of its consulting engineers, shall determine that the efficient utilization of the System is not impaired by such taking and that such repair, rebuilding, or restoration is not economically feasible for the reason that the revenue of the System would not be increased thereby sufficiently to justify, in good business practice, the expenditure of such condemnation award therefor, and, if such repair, rebuilding, restoration, or rearrangement is not possible or is not undertaken so as to make sure the System is suitable for the use intended, all the net condemnation award will be paid into the Sinking Fund.

(iii) If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment or call and redemption of all Bonds payable from the Sinking Fund by the payment therein of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment or call and redemption, shall be paid to the City.

**Section 710. Meaning of Efficient Utilization.** Whenever reference is made herein to impairment of the efficient utilization of the System, such reference shall mean that the System, following damage or the exercise of the power of eminent domain, will be of such a character as to be capable or as not to be capable, as the case may be, of rendering service substantially of quantity and quality comparable to that being rendered by the System immediately prior to such damage or the exercise of the power of eminent domain.

**Section 711. Construction Fund After Loss.** If, in accordance with any of the foregoing provisions of this Article, any property is to be repaired, renewed, rebuilt, restored, or rearranged after such damage, destruction, or taking, all proceeds from such insurance or compensation for such taking will be paid into a special trust fund to be then created and designated as the construction fund. Such trust will be administered by the City during such repairing, renewing, rebuilding, restoring, or rearranging, in accordance with sound business practices, and the City will disburse the moneys held in such construction fund only for the purposes thereof.

**Section 712. Funds and Accounts to be Maintained Separately.** Funds and accounts of the System will be kept separate from all other funds and accounts of the City, or any of its instrumentalities or departments, and accurate records and accounts of all items of cost and all expenditures relating to the System, and of the revenues collected and the application thereof, and of the number of customers will be kept, and said records and accounts will be kept with respect to the City's physical properties of the System in such manner that it will be possible at all times to identify both the amounts and the items of all additions and retirements. Such records and accounts shall be open to the inspection of all interested persons.

**Section 713. Audit of System.** In the month immediately following the end of each fiscal year, or as soon thereafter as practicable, an audit will be made of all books and accounts pertaining to the System by an independent certified public accountant or firm of certified public accountants of suitable experience and responsibility, to be chosen by the Governing Body.

The annual audit shall include, among other items, a statement of income and expenses and a balance sheet relating to the System, both in reasonable detail, a list of insurance policies paid for and in force respecting the System and its operations, comments by the auditor respecting the compliance by the City with the provisions of this Resolution, and that the City is complying therewith or point out where, in any instance, the City is not in compliance therewith.

Not later than 180 days following the end of each fiscal year, beginning with the 2017 fiscal year, the City shall send a copy of its annual financial statements (including the financial statements hereinabove provided for relating to the System) to the original purchasers of the Series 2024 Bond and, upon request, a copy of the same shall be sent to the original purchasers of each series of Bonds hereafter issued, sold, and delivered hereunder. All such audits shall be open to the inspection of all interested persons. Any additional reports or audits relating to the System as shall be required by law will be made in the manner required by law, and from time to time, as often as may be requested, original purchasers of each series of Bonds authorized hereunder will be furnished such other information concerning the System, or the operation thereof, as any of them may reasonably request. The cost of audits shall be treated as a part of the cost of operation of the System.

**Section 714. Inspection of Records of System.** The Holder of any Bond issued hereunder, or such holder's agent or attorney will be permitted to examine and inspect the System and all papers, books, records, accounts, and data relating thereto at all reasonable times and will be permitted to make copies or transcripts of any such records, accounts, and data so long as it can be done without unreasonable interference with the operation of the System.

**Section 715. Encumbrance or Sale of System.** So long as any of the Bonds shall be outstanding and unpaid neither the System nor any part thereof shall be encumbered, sold or otherwise disposed of, except that the System as a whole, or substantially as a whole, may be sold if the proceeds of such sale are at least sufficient to provide for the payment and redemption of all Bonds and any interest accrued or to accrue thereon. The proceeds of any such sale to the extent necessary shall be deposited with the Sinking Fund Custodian in trust and applied to purchase or redeem such Outstanding Bonds. Nothing contained in this Section, however, shall preclude sale of a part of the System where the sale would not, in the opinion of a recognized firm of consulting engineers hired by the City, adversely affect the revenues of the System, and provided, further, that the proceeds from such sale are used for additions, extensions or improvements to the System or to retire Bonds issued hereunder.

**Section 716. City to Control Operation of System.** So long as any Bonds shall remain outstanding and unpaid, the System shall continue to be operated as a water and sewerage system in order that the revenues from the System shall be, and remain, pledged for the purpose of paying the principal of, redemption premium, if any, and interest on the Bonds, the funding and maintaining of the reserve in connection therewith, and the payment of Operating Expenses.

**Section 717. Financial Statements.** The City shall provide the Owner of the Series 2024 Bond annually, within 180 days after the end of each fiscal year of the City, its general purpose financial statements for such fiscal year with comparative results for the preceding fiscal year, which general purpose financial statements shall be accompanied by an audit report

resulting from an audit conducted by an independent certified public accountant or a firm of independent certified public accountants.

[END OF ARTICLE VII]

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES

**Section 801. Events of Default.** Each of the following events is hereby declared an “event of default,” that is to say if:

(a) Payment of the principal of any of the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for optional or scheduled mandatory redemption; or

(b) Payment of any installment of interest shall not be made when the same shall become due and payable; or

(c) The City, for any reason, shall be rendered incapable of fulfilling its obligations hereunder; or

(d) An order or decree shall be entered with the consent or acquiescence of the City appointing a receiver or receivers of the System or of the revenues therefrom or any proceedings shall be instituted with the consent or acquiescence of the City for the purpose of effecting a composition between the City and its creditors or for the purpose of adjusting claims of such creditors pursuant to any federal or state statute now or hereafter enacted if the claims of such creditors are, under any circumstances, payable out of the revenues of the System, or if such order or decree, having been entered without the consent and acquiescence of the City, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof or if such proceeding, having been instituted without such consent or acquiescence, shall not be withdrawn or any orders entered shall not be vacated, discharged or stayed on appeal, within 60 days after the institution of such proceedings or the entry of such orders; or

(e) The City shall fail to duly and punctually perform any of the other covenants, conditions, agreements or provisions contained in the Bonds or in this Resolution on its part to be performed, and such failure shall continue for 30 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the City by the Owner of any Bond unless action to remedy such failure shall have been undertaken and more than 30 days is reasonably required for its completion, in which event the City may permit such failure to remain unremedied during the lesser of 180 days or the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the giving of notice, unless by such action the lien or charge hereof on any part of the revenues of the System shall be materially endangered or the System or the revenues therefrom or any part thereof shall be subject to loss or forfeiture, in which event, such failure shall be promptly remedied.

**Section 802. Actions by Bondholders; Receiver.** Upon the happening and continuance of any event of default as provided in Section 801, then and in every such case any Bondholder may proceed, subject to the provisions of Section 804, to protect and enforce the rights of the Bondholders hereunder by a suit, action or special proceeding in equity, or at law, either for the appointment of a receiver of the System as authorized by the Revenue Bond Law, or for the specific performance of any covenant or agreement contained herein or in aid or execution of



any power herein granted, or for the enforcement of any proper legal or equitable remedy as such Bondholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

**Section 803. Proceedings Discontinued, Abandoned, or Adversely Determined.** If any proceeding taken by any Bondholder on account of any event of default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Bondholder, then and in every such case the City and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Bondholders shall continue as though no such proceedings had been taken.

**Section 804. Limitation of Actions.** No one or more Holders of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb, or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the equal benefit of all holders of such Outstanding Bonds.

**Section 805. No Remedy Exclusive.** No remedy herein conferred upon the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, or by statute.

**Section 806. Delay or Omission to Exercise Right or Power.** No delay or omission of any Bondholder to exercise any right or power accruing upon any event of default occurring and continuing, as aforesaid, shall impair any such event of default or be construed as an acquiescence therein; and every power and remedy given by this Article to the Bondholders may be exercised from time to time and as often as may be deemed expedient.

**Section 807. Rights to Enforce Payment.** Nothing in this Resolution or in the Bonds shall affect or impair the right of action of the Owner of any Bond, which is absolute and unconditional, to enforce payment of such Bond in accordance with the provisions of this Resolution.

[END OF ARTICLE VIII]

## ARTICLE IX

### SUPPLEMENTAL PROCEEDINGS

**Section 901. Supplemental Proceedings Not Requiring Consent of Bondholders.**

This Resolution may be modified, altered, amended or expanded by the City without the consent of, or notice to, any of the Bondholders for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission or inconsistent provision in this Resolution;
- (b) to grant to or confer any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders;
- (c) to subject to the lien and pledge of this Resolution additional rents, revenues, receipts, properties or other collateral;
- (d) to evidence the appointment of successors to any depositories, custodian, Paying Agent or Bond Registrar hereunder; and
- (e) to provide for the issuance of Parity Bonds in accordance with the provisions of this Resolution.

**Section 902. Supplemental Proceedings Requiring Consent of Bondholders.** This Resolution, from time to time, may be modified, altered and amended by adding to or rescinding in any particular any terms or provisions contained herein. Such modifications, alterations and amendments shall be made by a supplemental resolution. No such proceedings shall become effective unless the Holders of at least 55% of the aggregate principal amount of the affected Bonds then outstanding shall have filed with the Sinking Fund Custodian, within 60 days after the adoption of such resolution, written consent to approval thereof. If the approval as herein required is received by the Sinking Fund Custodian, then the supplemental resolution shall thereafter form a part of this Resolution for any and all purposes.

Notwithstanding the preceding paragraph, nothing contained herein shall permit or be construed as permitting:

- (a) the extension of the maturity or redemption date of any Bonds issued hereunder;
- (b) the reduction in or alteration of the principal of or the interest on the Bonds or any modification of the terms of payment of principal and interest thereon; or
- (c) the reduction of the percentage of the principal amount of Bonds required for consent to such modification, alteration or amendment.

A modification or amendment of the provisions with respect to increasing payments required to be made to the Sinking Fund shall not to be deemed a change in the terms of payment.

**Section 903. Effect of Supplemental Proceeding.** Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article thereafter shall form a part of this Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Resolution and shall be effective as to all Owners of the then Outstanding Bonds and of any Parity Bonds, and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding Bonds.

**Section 904. Resolution Constitutes Contract.** The provisions, terms, and conditions of this Resolution shall constitute a contract by and between the City and the Owners of Outstanding Bonds, and, after the issuance of the Series 2024 Bond, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the Owners of the Bonds nor shall the City adopt any resolution or ordinance in any way ever adversely affecting the rights of such Owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the City by the provisions of this Article IX.

**Section 905. Subsequent Proceedings Consistent with Resolution.** Any subsequent proceeding or proceedings authorizing the issuance of Parity Bonds as permitted under the provisions of this Resolution shall in nowise conflict with the terms and conditions of this Resolution, but, for all legal purposes, shall contain all the covenants, agreements, and provisions of this Resolution for the equal protection and benefit of all Owners of Bonds.

[END OF ARTICLE IX]

## ARTICLE X

### TAX COVENANT; MISCELLANEOUS PROVISIONS

**Section 1001. Federal Tax Certificate.** The City recognizes that the Owners of all tax-exempt Bonds will have accepted them on, and paid therefor a price which reflects, the understanding that interest thereon is exempt from federal and State income taxation under laws in force at the time the Bonds shall have been delivered. To maintain the exclusion from federal gross income of interest on the Bonds, the City covenants to comply with the applicable requirements of the Code. In furtherance of this covenant, for the benefit of the Bondholders, the City agrees to comply with the provisions of a Federal Tax Certificate to be executed by the City and delivered concurrently with the issuance and delivery of each series of tax-exempt Bonds.

**Section 1002. Applicable Provisions of Law.** This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 1003. Partial Invalidity.** If any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and this Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Revenue Bond Law, and, if any provisions hereof conflict with any applicable provisions of said law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

**Section 1004. Payments Due on Saturdays, Sundays, and Holidays.** In any case where the Interest Payment Date or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday, or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of such principal or interest need not be made on such date but may be made on the next succeeding business date with the same force and effect as if made on the Interest Payment Date or on the date of stated maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

**Section 1005. Validation.** The Bonds shall be validated in the manner provided in the Revenue Bond Law, as amended, and to that end notice of the adoption of this Resolution and a certified copy thereof shall be served immediately on the District Attorney of the Eastern Judicial Circuit in order that proceedings for the confirmation and validation of the Series 2024 Bond by the Superior Court of Chatham County may be instituted by said District Attorney.

**Section 1006. Qualified Tax-Exempt Obligation.** The City hereby designates the Series 2024 Bond as a “qualified tax-exempt obligation” within the meaning of § 265(b)(3) of the Code. The City covenants that the reasonably anticipated amount of tax-exempt obligations (including the Series 2024 Bond, but excluding, however, private activity bonds, as defined in § 141 of the Code, other than qualified 501(c)(3) bonds, as defined in § 145 of the Code) which the City will issue, together with any tax-exempt obligations issued by any entity subordinate to

the City and by all other entities which issue obligations on behalf of the City, during the calendar year in which the Series 2024 Bond is issued does not exceed \$10,000,000.

**Section 1007. Exemption from Disclosure Requirements.** The City covenants that the initial and continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) do not apply to the Series 2024 Bond because the issuance of the Series 2024 Bond to the purchasers thereof complies with the exemption contained in Section 15c2-12(d)(1)(i) of said rule.

**Section 1008. Authorization of Loan Commitment Letter.** The execution of the loan commitment letter of Ameris Bank, providing for the purchase of the Series 2024 Bond, a copy of which has been presented to the Governing Body at the time of adopting this Resolution and considered by its members, is hereby authorized.

**Section 1009. Authorization of Execution of Form 8038-G, Federal Tax Certificate, and Other Documents.** The Mayor of the City is hereby authorized to execute, and direct the filing with the Internal Revenue Service of, an Information Return for Tax Exempt Governmental Obligations, Form 8038-G. The proper officers and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2024 Bond; in particular, the Mayor or other proper officer or agent of the City is hereby authorized to execute and deliver the Federal Tax Certificate. All actions heretofore taken and all documents heretofore executed in connection with the issuance of the Series 2024 Bond are ratified and approved.

**Section 1010. Captions.** The captions or headings in this Resolution are for convenience only and in no way limit or describe the scope or intent of any provisions or sections of this Resolution.

**Section 1011. Repealer.** Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

[END OF ARTICLE X]

APPROVED AND ADOPTED this December 14, 2023.

CITY OF TYBEE ISLAND, GEORGIA

By: \_\_\_\_\_  
Mayor

(S E A L)

Attest: \_\_\_\_\_  
City Clerk

EXHIBIT A

CERTIFICATE OF WAIVER  
OF PARITY CONDITIONS

Before the undersigned attesting officer, duly authorized by law to administer oaths, personally appeared, BEAU SHEPPARD, who, being duly sworn, on oath states as follows:

1. I am duly authorized officer of Ameris Bank (the “Bank”), a state bank organized and existing under the laws of the State of Georgia, and by virtue of holding such position, I have knowledge of the facts herein stated.

2. The Bank is the Registered Owner of the outstanding CITY OF TYBEE ISLAND WATER AND SEWER REFUNDING REVENUE BOND, SERIES 2016 (the “Series 2016 Bond”) issued pursuant to a bond resolution adopted by the City Council of the City of Tybee Island on June 23, 2016, as supplemented and amended by a first supplemental bond resolution adopted on July 28, 2016 (together, the “2016 Resolution”). All capitalized terms used herein and not defined are as defined in the 2016 Resolution.

3. The Bank is the Registered Owner of the outstanding CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2021 (the “Series 2021 Bond”) issued pursuant to a bond resolution adopted by the City Council of the City of Tybee Island on October 14, 2021 (the “2021 Resolution”).

3. By virtue of holding said position as aforesaid, I am authorized, on behalf of and in the name of the Bank, to approve and, by the execution of this affidavit, do hereby approve the issuance of the CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2024, in the principal amount of \$3,030,000, payable from the Sinking Fund and ranking as to lien on the revenues of the System *pari passu* with the Series 2016 Bond and the Series 2021 Bond, and hereby waives all of the limitations and conditions set forth in Section 509 of the 2016 Resolution and Section 509 of the 2021 Resolution relating to the issuance of additional Parity Bonds.

IN WITNESS WHEREOF, the affined has hereunto set his hand, this \_\_\_\_\_, 2024.

AMERIS BANK

By: \_\_\_\_\_  
Beau Sheppard  
Vice President

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

Exhibit B

FORM OF DRAW REQUEST

Draw Request No. \_\_\_\_\_

TO: Ameris Bank  
Attention:

In accordance with the bond resolution of the City Council of the City of Tybee Island (the "City"), adopted December 14, 2023 (the "Resolution"), the City hereby requests a draw of the proceeds of the not to exceed \$3,030,000 CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2024 (the "Series 2024 Bond"), and in connection therewith HEREBY CERTIFIES, as follows (all terms used, unless otherwise herein defined, are as defined in the Resolution):

1. This draw request is in the amount of \$ \_\_\_\_\_.
2. An invoice, bill, or statement of account for such obligations are attached hereto, which evidence of such obligations is satisfactory to the undersigned, and the Bank may act thereon.
3. Fulfillment of this draw request for the purpose of paying the obligations referenced above will not violate the covenants of the City made in the Resolution. No event of default as defined in Section 801 of the Resolution has occurred as of this date.
4. The City (i) has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages or conditional sales contracts relating to the Project, or other obligations or contracts which should be satisfied or discharged before payment of such obligation is made, or (ii) this draw request is for the purpose of obtaining funds to be used to satisfy or discharge a lien or contract of the type described in (i) above.
5. This draw request contains no request for payment on account of any portion of such obligation which the City is, as of the date hereof, entitled to retain under retained percentage agreements.
6. With respect to any such item representing payment for labor, services, material, machinery, supplies, or equipment, insofar as such obligation was incurred for labor, services, material, machinery, supplies, or equipment in connection with the acquisition and installation of the aforesaid Project, (i) such labor and services were actually performed, (ii) such materials, machinery, supplies, and equipment were actually used in connection with the acquisition and installation of the Project, and (iii) such labor and services were performed and such materials, machinery, supplies and equipment were actually used solely in connection with the construction of the Project.

Dated this \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(FORM)  
City Representative



Exhibit C

ADVANCES

Each Advance made under the terms of the bond resolution of the City Council of the City of Tybee Island (the “City”), adopted December 14, 2023 (the “Resolution”), shall bear interest at the rate set forth in the Resolution, beginning on the date of each such Advance. Each Advance shall be recorded in the schedule below and all such amounts advanced shall not exceed \$3,030,000. Any Advance made under the Resolution will be drawn by the City during the Construction Period. All defined terms herein shall have the meaning given to such terms in the Resolution.

Schedule - Advances

<u>Advance No.</u>	<u>Advance Date</u>	<u>Amount of Advance</u>	<u>Signature</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Exhibit D

FORM OF CERTIFICATE OF COMPLETION

The undersigned DOES HEREBY CERTIFY, as follows:

1. The construction of the Project as described in the resolution of the City Council of the City of Tybee Island (the "City"), adopted December 14, 2023, has been completed substantially in accordance with the plans and specifications therefor and all labor, services, materials, supplies, and equipment used in such acquisition, construction, and installation have been paid for.

2. All other equipment necessary in connection with the Project has been acquired, constructed, and installed substantially in accordance with said plans and specifications and all costs and expenses incurred in connection therewith have been paid.

3. The Project has been acquired, constructed, and installed to the satisfaction of the City and the Project as so acquired, constructed, and installed is suitable and sufficient for its intended purposes.

4. Substantially all of the proceeds of the not to exceed \$3,030,000 CITY OF TYBEE ISLAND WATER AND SEWER REVENUE BOND, SERIES 2024, dated the date of issuance and delivery thereof, have been used to pay Costs of Issuance or costs of the Project.

This certificate is given without prejudice to any rights against third parties which exist on the date hereof or which may subsequently come into being.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(FORM)  
City Representative

CITY CLERK'S CERTIFICATE

I, the undersigned City Clerk of the City of Tybee Island, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a bond resolution adopted by the City Council of the City of Tybee Island in public meeting properly and lawfully assembled on December 14, 2023, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

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City Clerk

**File Attachments for Item:**

26. Planning Commission Minutes: November 20, 2023

**PLANNING COMMISSION**

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



**ACTING CITY MANAGER**  
Michelle Owens

**COMMUNITY DEVELOPMENT DIRECTOR**  
George Shaw

**CITY ATTORNEY**  
Edward M. Hughes

**Planning Commission Meeting  
MINUTES  
November 20, 2023**

**Chair Whitley Reynolds** called the November 20, 2023, Tybee Island Planning Commission meeting to order. Commissioners present were **Elaine McGruder, Robert Matkowski, Anthony Turpin, Julie Livingston,** and **Marie Rodriguez.** **Michelle Nooney** was absent.

**Consideration of Minutes:**

**Chair Whitley Reynolds** asked for consideration of the September 18, 2023, meeting minutes. **Marie Rodriguez** 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.

**SITE PLAN: requesting to build a splash pad – 1401 Strand Ave. – 40008 02016 – Zone C-1/SE -Brett Loehr.**

**George Shaw** stated Hotel Tybee would like to add a splash pad for the hotel use only, not for public use, so it does not require any additional parking. This will sit next to their existing pool building that has restrooms available. They do not currently have a drainage plan and both our consulting engineer, and the hotels engineer feel this is a very simple situation for drainage due to the fact there is nothing around it. The runoff will be very limited because it is a self-draining recirculating system. The only worry is with storm water run off when it is a super heavy rain that overfills the system. Staff recommends approval. **Robert Matkowski** asked when you expect to have the drainage plan. **George Shaw** stated before the City Council meeting. **Anthony Turpin** asked who the entity is reviewing the plans and is the Chatham County health department involved. **George Shaw** stated the Chatham County building department will review the plans and the health department will certify the splash pad and do regular safety checks on the water. **Brett Loehr** who is the general manager of Hotel Tybee approached the Planning Commission and stated he will be happy to answer any questions. **Marie Rodriguez** asked if there would be a fence around the splash pad. **Brett Loehr** stated there will be a fence around the pool and the splash pad. **Robert Matkowski** asked what the projected timeline is for actually having this up and operating. **Brett Loehr** we would like to get it in place for this coming season. **Marie Rodriguez** made a motion to approve. **Elaine McGruder** seconded. Voting for the approval was **Elaine McGruder, Julie Livingston, Marie Rodriguez,** and **Anthony Turpin.** Voting against was **Robert Matkowski.** Motion to approve passed 4-1.

**VARIANCE: requesting to move and keep Historic building in setback– 5 -7<sup>th</sup> Street – 40005 20009 – Zone R-2 -Brent Watts.**

**George Shaw** stated that Brent Watts purchased this historic home on Seventh Street and intends to move it to the beach side of the lot. Right now, it sits in the front setback on seventh street side and per our ordinance it should be moved back to the twenty-foot setback. He has spoken with the state historic preservation office, and they are interested in it not changing position relative to the street since he is applying for tax credits. There is also a letter from that committee explaining that in your packet. For that reason, staff recommends approval. **Brent Watts**, who is the applicant, approached the Planning Commission and stated he would answer any questions. **Marie Rodriguez** asked will this interfere with the parking spaces in front on seventh street. **Brent Watts** stated yes, this will interfere with the spaces. **George Shaw** stated the parking spaces will be readjusted depending on where his driveway ends up. **Julie Livingston** asked Brent Watts if he has approval yet of the tax credits. **Brent Watts** stated no not yet. **Julie Livingston** asked at what point they will be doing that approval, and do you know. **Brent Watts** stated he is not sure, but he has his application done and ready. **Julie Livingston** stated you realize you are asking for approval of a Variance based on tax credits and you don't have the tax credits yet. **Brent Watts** stated there are different stages for approval. **Julie Livingston** asked what your proposed use is if you get the tax credits. **Brent Watts** stated it will be a single-family home for my family. **Elaine McGruder** made a motion to approve. **Marie Rodriguez** seconded. Voting for the approval was **Elaine McGruder, Robert Matkowski, Marie Rodriguez, and Anthony Turpin**. Voting against was **Julie Livingston**. Motion to approve passed 4-1.

**Adjournment: 7:30pm**  
**Lisa L. Schaaf**