

MAYOR
Brian West



INTERIM CITY MANAGER
Michelle Owens

CITY COUNCIL
Monty Parks Mayor pro tem
Bill Garbett
Spec Hosti
Tony Ploughe
Nick Sears
Kathryn Williams

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND
AGENDA
REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL
February 08, 2024 at 6:30 PM
Please silence all cell phones during Council Meetings

Opening Ceremonies

- Call to Order
- Invocation: Sheron Burgess, Chaplain, American Legion Auxiliary Unit 154
- Pledge of Allegiance

Announcements

Recognitions and Proclamations

1. Miss Tybee Haley Raymond
2. Monty Parks: Graduate of Robert Knox Municipal Leadership Institute and recipient of the Certificate of Excellence which requires 120 of training hours
3. Jaime Spear: Employee of the Year, Antar Khaalis, DPW

Consideration of Items for Consent Agenda

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

4. City Council Meeting, January 11, 2024
5. Special Meeting, January 24, 2024

Invited Guests and Reports from Staff

6. Chief Tiffany Hayes: Orange Crush: Preparations for April 20, 2024 Weekend, Orange Crush 2K24 Event

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

7. Jim Kluttz: Audit Report and Issues
8. Shirley Wright: Forever Tybee Supporting Ethical, Open and Transparent Government in all decision making and Official Actions

If there is anyone wishing to speak to anything on the agenda other than the Public Hearings, please approached the podium. Please limit your comments to 3 minutes and no more than 5 minutes.

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



Consideration of Approval of Consent Agenda

Public Hearings

- 9. Site Plan Review: 1401 Strand Avenue, Petitioner: FB Marino, LLC dba Hydrotech, Linchris Tybee Resort

Consideration of Bids, Contracts, Agreements and Expenditures

- 10. Statewide Mutual Aid Agreement - GEMA

Consideration of Ordinances, Resolutions

- 11. Resolution 2024-02: Support for Legislation on Promoters
- 12. First Reading 2024-01 Sec 22-192, Times and Process for Collection of Trash and Other Refuse from Commercial Properties including from Dumpsters and other Receptacles and Address Noise from Idling Commercial Vehicles

Council, Officials and City Attorney Considerations and Comments

- 13. Bubba Hughes: Ante Litem: Amy Spell Cribbs, To Deny
- 14. Bubba Hughes: Anti Litem: Jenny Rutherford, To Deny
- 15. Brian West: City Manager Search
- 16. Nick Sears: Supplemental Water System
- 17. Nick Sears: Proposed Ordinance STR

City Manager Discussion and Action Items

Executive Session

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

Adjournment

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

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



THE VISION OF THE CITY OF TYBEE ISLAND

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



THE MISSION OF THE CITY OF TYBEE ISLAND

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

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File Attachments for Item:

4. City Council Meeting, January 11, 2024

City Council Minutes, January 11, 2024

Mayor West called the meeting to order at 6:30PM, January 11, 2024. Those in attendance were, Nick Sears, Monty Parks, Spec Hosti, Kathryn Williams, Tony Ploughe and Bill Garbett. Also attending were Michelle Owens, Interim City Manager; Bubba Hughes, City Attorney; and Jan LeViner, Clerk of Council. Tracy O'Connell was excused.

Opening Ceremonies

Call to Order

Invocation: Jan LeViner, Clerk of Council

Pledge of Allegiance

Consideration of Items for Consent Agenda

- Minutes: City Council Meeting, December 14, 2023
- Minutes: Organization Meeting, January 2, 2024
- Out of State Travel Request: Jamey Rabun, February 4 - 7, 2024, Carolinas Association of RV Parks and Campgrounds State Conference
- Out of State Travel: Cassidi Kendrick, Main Street/DDA Manager, National Main Street Conference, May 5-9, 2024. Partially funded by a Grant. Line Item 100-1320-52-1360

Recognitions and Proclamations

Mayor West asked Shirley Sessions, Nancy DeVetter, Barry Brown and Jay Burke to come forward. Mr. Brown and Mr. Burke were not present. Mayor West then presented Mayor Sessions and Council member DeVetter a plaque in recognition for their years of service. Mayor West also presented Ms. Sessions with the gavel she used while in office. Ms. DeVetter thanked everyone for their support over her term in office and then introduced her family. Ms. Sessions thanked everyone as well for their support

Jaime Spear introduced **Gail Perry**, Finance Department, and recognized her an Employee of the Quarter: Mayor West congratulated Ms. Perry.

Mayor West asked for a motion to collect nominations for Mayor pro tem. **Monty Parks** made a motion to collect nominations. **Spec Hosti** seconded the motion. Vote was unanimous to approve, 6-0. **Bill Garbett** made a motion to nominate Kathryn Williams. **Spec Hosti** made a motion to nominate Monty Parks. Mayor West asked for a vote for Monty Parks. Those voting in favor were Spec Hosti, Tony Ploughe, and Monty Parks. Those voting against were Bill Garbett, Nick Sears, and Kathryn Williams. Mayor West voting in the affirmative. Monty Parks was appointed as Mayor pro tem by a vote of 4-3.

Planning Commission Consideration (five (5) seats available)

Marie Rodriguez Beebe

Anna Butler

Mack Kitchens

Beau Livingston

Elaine McGruder

David Roberts

Jan LeViner, Clerk of Council distributed ballots, collected and tallied the ballots (attached).

Monty Parks made a motion to accept the vote by City Council members with Marie Beebe, Anna Butler, Beau Livingston, Elaine McGruder and David Roberts receiving the most votes. **Spec Hosti** seconded. Vote was unanimous to approve, 6-0.

Land Development Code Committee Appointment

John Branigin	Beau Livingston
Demery Bishop	Lauren Mescon
Ron Bossick	David McNaughton
Cody Gay	Charles Powell
Keith Gay	David Roberts
Holly Grell-Lawe	Alan Robertson
Daniel Iyer	

Monty Parks made a motion to approve as presented. **Kathryn Williams** seconded. Vote was unanimous to approve, 6-0.

Holly Grell-Lawe approached Mayor and Council to give an update on HPC (attached). Ms. Grell-Lawe stated the City’s application for a Designated National Register Historic District for the central Island area would be submitted to the State Historic Preservation Office this week. The district would be designated as the Strand Summer Cottage Central Tybee Island Residential District and is bound by 6th Street to 12th Street and Jone Avenue to the Atlanta Ocean. She continued to explain potential grants for the City. Ms. Grell-Lawe stated she would like to extend an invitation to the elected officials and the entire Tybee community to participate in HPC’s second annual planning meeting on Saturday, February 3, 2024 at the Guard House, 10:00AM – 2:15PM. Mayor West thanked Ms. Grell-Lawe.

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

Dawn Shay: Ms. Shay approached Mayor and Council. Ms. Shay stated she supports the STR Resolution as presented in the packet. Mayor West thanked Ms. Shay for her comments.

Keith Gay: 2023-15A: Mr. Gay approached Mayor and Council. He spoke to the issue to allow for building permits during the Moratorium. Mr. Gay also spoke to STR Resolution that is before Mayor and Council for their consideration. Mayor West thanked Mr. Gay for his comments.

David Roberts: Mr. Roberts approached Mayor and Council. He spoke to the STR Resolution that is before Mayor and Council for their consideration. He also spoke to property rights (attached). Mayor West thanked Mr. Roberts for his comments.

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

Public Hearings

Variance Requesting a variance from the marsh buffer ordinance, Sec 3-090.1(G). 607A Miller Avenue. Petitioner Osal Evans. Bill Garbett recused. George Shaw approached Mayor and Council. Mr. Shaw stated the petitioner is asking for a variance from the Marsh Buffer Ordinance to be able to develop the lot on Miller Avenue. The lot is at least half marsh and then the marsh buffer itself would eliminate any buildable space on the lot. The lot was created in the 1920’s and intended to be accessed from 5th Avenue, which is inaccessible, and completely marsh. The Evans purchased the property in the question in 2015 and requested a variance to reduce the lot size of the lot on Miller and add a drive to the lot

behind. Mr. Shaw continued to explain the history of the property. Staff and the Planning Commission unanimously recommended denial. Mr. Ploughe referred to a Council meeting in 2015 where Staff considered the lot unbuildable. Mr. Shaw confirmed. Mr. Sears asked Mr. Shaw if the lots had been combined at some point. Mr. Shaw responded there is no evidence they had been combined. Steve Rushing who is representing the property owner approached Mayor and Council. Mr. Rushing presented additional history of the lot, access issues, and an Affidavit from a previous surveyor (attached). Mrs. Evans decided to sell the property and it was discovered the plat had not been recorded and a process began. In March of 2015, the property was pre-designated to allow/create access to a public street which is exempt from the 25' buffer requirement. Mr. Rushing feels the plat was submitted to the City in January/February 2015 and was approved. He continued, with the complete waiver of the 25' would make the lot usable for residential purposes. Mr. Shaw stated the issue of the exemption are for lots that were approved prior to 2015, as the plat was not signed until 2018, which is not the same lot that was created in 1922. David Roberts approached Mayor and Council. Mr. Roberts stated Mayor and Council as indicated in the records, which is important, approved the buffer. As there is no structure on the plan, he does not feel Mayor and Council can approve the request. He distributed a presentation showing the buildable land and omissions in the application. He is asking Mayor and Council to deny the request. Dana Holmes approached Mayor and Council. Ms. Holmes shared photographs of the water issues on Miller Avenue, as they exist currently. She shared her concerns if a new structure was built, where the water would go. Ms. Holmes as Mayor and Council deny the request. **Kathryn Williams** made a motion to deny. **Monty Parks** seconded. Vote was unanimous to deny, 5-0. Bill Garbett recused.

Bill Garbett returned to meeting.

Consideration of Bids, Contracts, Agreements and Expenditures

Consultant Proposal for Utility Rate Review and CIP Financing. **Ms. Owens** stated this firm would assist in a review of the utility rates and other funding opportunities. Mr. Hosti asked if this is to assist the City in borrowing \$2M. Jen Amerell approached Mayor and Council. Ms. Amerell stated \$3M was borrowed. The contract is specifically to work with the Council on the redoing the CIP Plan for water/sewer which will affect the rate structure. This will also give us flexibility for resources. This is an hourly/not to exceed \$27,000 contract. Mr. Ploughe confirmed this firm would also assist in recommendation of funding. Mr. Garbett asked how the firm would assist in the upgrading our CIP. Ms. Amerell responded, the City currently has a five (5) year CIP but Mayor and Council were not comfortable with that amount causing her to reach out for assistance/guidance. She is meeting with Staff to review and bring to Mayor and Council at an upcoming workshop. Mr. Garbett asked how Davenport was recommended. Ms. Amerell stated she called other municipalities like Tybee and they were recommended. She then spoke with them and after a very lengthy telephone call; she feels they are the best fit. Ms. Williams recommended this be move to a workshop setting for further discussions as she does not feel comfortable with a vote at this time. Mr. Parks concurred. **Kathryn Williams** made a motion to move to a workshop for further discussion. **Monty Parks** seconded. Vote was unanimous to approve, 6-0. **DISCUSSION:** Mayor West stated he would poll the council members tomorrow for a Special City Council Meeting so as not to delay further.

Approval of Phillips Paving Company, Bid 2023-774, Resurface Various Street in Tybee Island. Various line items, \$462,962.50. Mr. Sears stated he has two questions concerning this agenda item: (1) With the two (2) bids received, one was for \$460,000 and the

other for \$900,000, why was there such a difference? Mr. Gulbranson approached Mayor and Council and stated he cannot explain. A bid package was sent with bid items and quantiles and depending on the workload of the contractor and the given cost, whether they bid or not. Mr. Sears asked if he is asking Mayor and Council to approve the bid and the contract. If so, the contract is not included in the packet. Mr. Gulbranson stated the agenda it is to award the bid and proceed with the contract. He is asking our legal team to approve the contract and have Mayor West execute so as not to come back at a future meeting. Mr. Sears questioned the approval of the proposed contract as it is not before Mayor and Council for review. Mr. Hughes explained the practice is the legal team would draft the contract and have Mr. Gulbranson review. Upon his approval, they would finalize and give to the Mayor for signature. The contract would not come back before Mayor and Council. Mr. Garbett stated he has similar concerns. Mr. Hughes stated the practice in place currently applies to time sensitive contracts and if Mayor and Council would like it come before them after Staff and legal review he will do so. The consensus was not to delay but to move forward with the current practice. Mr. Gulbranson stated he would send Mayor and Council the contract once completed for their review. **Monty Parks** made a motion to accept the bid as presented and authorize the Mayor to sign once reviewed and approved by Staff and the legal team. The contract will also be made available to Mayor and Council for review and comments. **Kathryn Williams** seconded the motion. Vote was unanimous to approve, 6-0.

Award of ITB 2023-777 North End Sanitary Sewer. Funding from Revenue Bond and 505-00-11-7300. **Monty Parks** made a motion to accept the bid as presented and authorize the Mayor to sign once reviewed and approved by Staff and the legal team. The contract will also be made available to Mayor and Council for review and comments. **Nick Sears** seconded. Vote was unanimous to approve, 6-0.

Council, Officials and City Attorney Considerations and Comments

Spec Hosti: 2023-15A, FOR DISCUSSION ONLY. Mr. Ploughe recused. Mr. Hosti explained this is the ordinance regarding permits for STR's. Reference was made to a resident who applied for their building permit on August 12th and the resident is asking for an exception for his STR which was revoked due to the property being vacant when the application was approved. Mr. Hughes stated it is up to Mayor and Council if they want to expand Ordinance 2023-15A or not. If so, it would need to go before the Planning Commission and come to Mayor and Council for approval. Mr. Hosti stated the purpose of the ordinance was to protect residents such as Mr. Forsyth. As this was FOR DISCUSSION ONLY, **NO ACTION TAKEN.**

Bill Garbett: Resolution 2024-01 STR Verification. Mr. Garbett stated the Resolution is in the packet before them this evening. Mr. Sears referred to a redline version in the packet which includes his recommended changes. They are not included in Mr. Garbett's proposed Resolution. Mayor pro tem Parks thanked Mr. Garbett for his work regarding the Resolution. **Bill Garbett** made a motion to approve as presented in the packet before them this evening. **Monty Parks** seconded. Voting in favor were Nick Sears, Monty Parks, Kathryn Williams and Bill Garbett. Voting against was Spec Hosti. Vote was 4-1 to approve. Tony Ploughe recused.

Tony Ploughe returned to the meeting.

Brian West: City Manager Search. Mayor West stated Mayor and Council would conduct a City Manager search. Ms. Owens has agreed to have him work with Jaime Spears, HR Director. **Bill Garbett** made a motion for Mayor West to take the lead and work with Ms. Spear to conduct

a proper search for City Manager to include all options and quotes from a search firm with no limitations. **Monty Parks** seconded. Voting in favor were Monty Parks, Spec Hosti, Tony Ploughe and Bill Garbett. Voting against was Nick Sears and Kathryn Williams. **DISCUSSION:** Ms. Williams is in favor of moving forward but is not in favor of the term "with no limitations". Vote to approve, 4-2.

City Manager Discussion and Actions Items

Michelle Owens gave an **Update on beach swings and benches.** Ms. Owens stated there was a public meeting where the plans were explained as to the crossovers. Public Works is schedule to begin work soon.


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

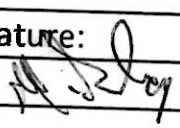
Monty Parks made a motion to return to regular session. **Spec Hosti** seconded. Vote was unanimous to approve 6-0.

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

Meeting adjourned at 8:45PM.

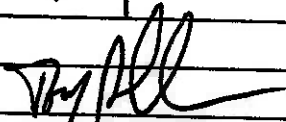
Janet LeViner, MMC
Clerk of Council

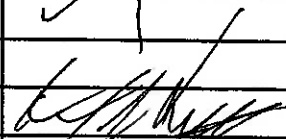
PLANNING COMMISSION - PICK FIVE (5)				
NAME	YES	NO		
Marie R Beebe	✓			
Anna Butler	✓			
Mack Kitchens		✗		
Beau Livingston	✓			
Elaine McGruger	✓			
David Roberts	✓			
Signature:				
				
Nick Sears				

PLANNING COMMISSION - PICK FIVE (5)				
NAME	YES	NO		
Marie R Beebe	X			
Anna Butler	✗			
Mack Kitchens		X		
Beau Livingston	X			
Elaine McGruger	X			
David Roberts	✗			
Signature:				
				
Monty Parks				

PLANNING COMMISSION - PICK FIVE (5)			
NAME	YES	NO	
Marie R Beebe	X		
Anna Butler	X		
Mack Kitchens			
Beau Livingston	X		
Elaine McGruger	X		
David Roberts	X		
Signature:	<i>[Handwritten Signature]</i>		
	Spec Hosti		

PLANNING COMMISSION - PICK FIVE (5)			
NAME	YES	NO	
Marie R Beebe	✓		
Anna Butler	✓		
Mack Kitchens		✓	
Beau Livingston	✓		
Elaine McGruger	✓		
David Roberts	✓		
Signature:	<i>[Handwritten Signature]</i>		
	Kathryn Williams		

PLANNING COMMISSION - PICK FIVE (5)			
NAME	YES	NO	
Marie R Beebe	✓		
Anna Butler	✓		
Mack Kitchens		✓	
Beau Livingston	✓		
Elaine McGruger	✓		
David Roberts	✓		
Signature:			
	Tony Ploughe		

PLANNING COMMISSION - PICK FIVE (5)			
NAME	YES	NO	
Marie R Beebe	✓		
Anna Butler	✓		
Mack Kitchens		✓	
Beau Livingston	✓		
Elaine McGruger	✓		
David Roberts	✓		
Signature:			
	Bill Garbett		

Jan

PLANNING COMMISSION - PICK FIVE (5)										total
NAME	Nick	Spec	Monty	Kathryn	Tony	Bill				
Marie R Beebe	✓	✓	✓	✓	✓	✓				
Anna Butler	✓	✓	✓	✓	✓	✓				
Mack Kitchens										
Beau Livingston	✓	✓	✓	✓	✓	✓				
Elaine McGruger	✓	✓	✓	✓	✓	✓				
David Roberts	✓	✓	✓	✓	✓	✓				
Signature:										

Historic Preservation Commission Update to Tybee Island City Council Meeting, January 11,2024

Good evening, Mr. Mayor, City Council Members, Ladies and Gentlemen,

My name is Holly Grell-Lawe. I reside at 7 Logan Street and I am the current Chair of the City's Historic Preservation Commission, known as HPC.

On behalf of HPC, I am here this evening to update you on two exciting developments, as well as to extend an invitation to all our elected officials, and to the entire Tybee community.

First, HPC is excited to announce that the City's Application for a designated National Register Historic District for the Central Island area will be submitted to the State Historic Preservation Office this week. The Application has been in the works for a number of years. The proposed district would be designated as the "Strand Summer Cottage/Central Tybee Island Residential District" and is roughly bounded by 6th Street to 12th Street and Jones Avenue to the Atlantic Ocean.

What is particularly exciting about the proposed district is that it includes structures that together represent all three phases of development on Tybee— first, the period from 1890-1922 (reflected for example by St. Michael's by the Sea Catholic Church and the Fresh Air Home); second, the period from 1922-1940, Tybee's "golden era" of resort following the completion of the Tybee Road in 1923 and the building boom that followed (including the construction of Raised Tybee Cottages, a unique architectural style on Tybee); and third, the period from 1940-1973 as Tybee transitioned from a seasonal beach resort into a year-round seaside community and dozens of American Small Houses and ranch houses were built.

It is especially notable that the proposed district encompasses the majority of Raised Tybee Cottages that remain on the island. Also, that 79% of all the buildings in the proposed district are historically contributing.

The State Historic Preservation Office typically takes 60 days to review these types of applications. We expect that they may have questions and request additional

information. If so, those will be addressed in a revised application submission. The review and approval process is lengthy and includes review by the state-level Georgia National Register Review Board and the National Park Service, but HPC is hopeful that the proposed district will be accepted and formally designated by the end of this year.

Next, HPC would like to inform you that the Georgia Department of Community Affairs (DCA) Historic Preservation Grant Fund for Certified Local Governments (CLGs) is open for grant proposals until February 1, 2024. We are pleased to announce that HPC is preparing a grant proposal to investigate the potential for a local historic district within the existing Fort Screven National Historic District and the North Campbell neighborhood.

An important heads up to City Council is that the DCA grant program requires a 60/40 cost share—the grant provides 60% and the City provides 40% in non-federal funds. I do not have cost numbers for you tonight as HPC is still working on developing the cost estimates for the proposal. But I can tell you that these grants are reimbursement grants, plus DCA holds back 25% of an award until the project is fully completed, reviewed, and approved by them. The maximum grant available under this program is \$25,000. If this is what HPC proposes, then the City's 40% share would be \$10,000 next fiscal year. But since it is a reimbursement grant, the City would likely need to "front" more than that amount, and be reimbursed at the end of the project, if the HPC proposal is successful and awarded grant money by DCA.

HPC will be communicating further about the proposal to the Mayor and City Council members within the next 2-3 weeks, including the financial requirements and a draft resolution committing to the provision of the cost share funds by City Council and signed by the Mayor. Fortunately, a City Council resolution committing the cost share funds can be submitted after February 1, which is when HPC's grant proposal is due.

Lastly, I would like to invite all of you—Mr. Mayor and City Council members—as well as members of the Tybee community to participate in HPC's 2nd Annual Planning Meeting on Saturday February 3rd, 2024 at the Guardhouse. The meeting

is from 10:00 am-2:15 pm, although most non-HPC/non-HPC Partner members typically leave around 12:30 pm, before the administrative part of the meeting. An agenda for the meeting will be available by January 25, 2024. Everyone is welcome.

Thank you.

Notes regarding Variance Application re: (Parcel #4005 14024) 607A Miller

Applicant/ Agent: Todd Manack (of Statesboro, Georgia)
Owners: Osal and Margaret Evans (of Sylvania, Georgia)

Planning Commission: Variance application denied unanimously.

Scope of Variance Request: Total (not partial) elimination of the Tybee Marsh Buffer.

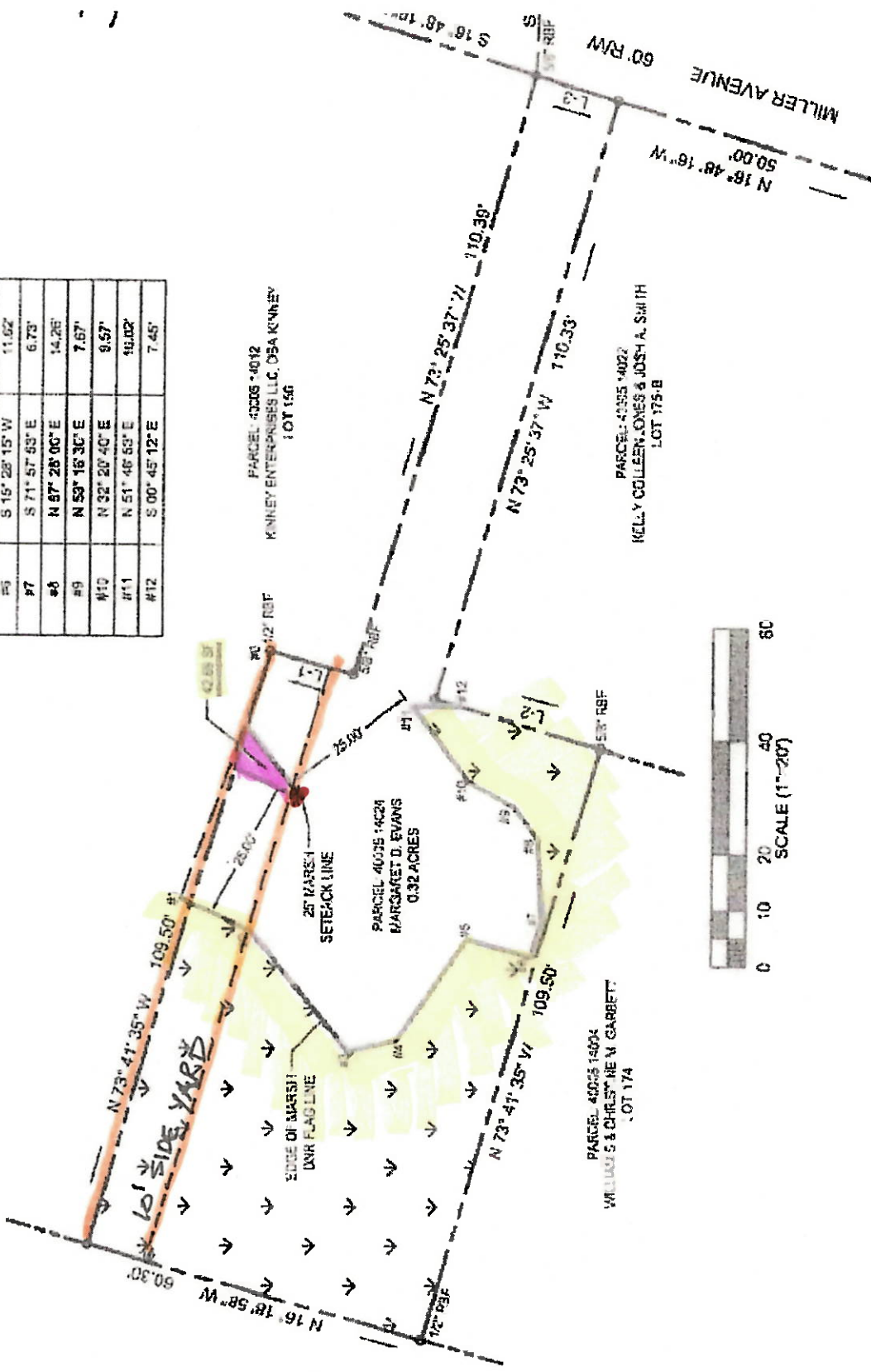
Items missing from the applicant's published request, even though, under LDC § 3-090.1(G)(5) (coastal marshlands buffer/setback) states that, "**at a minimum, a variance request shall include the following information:**

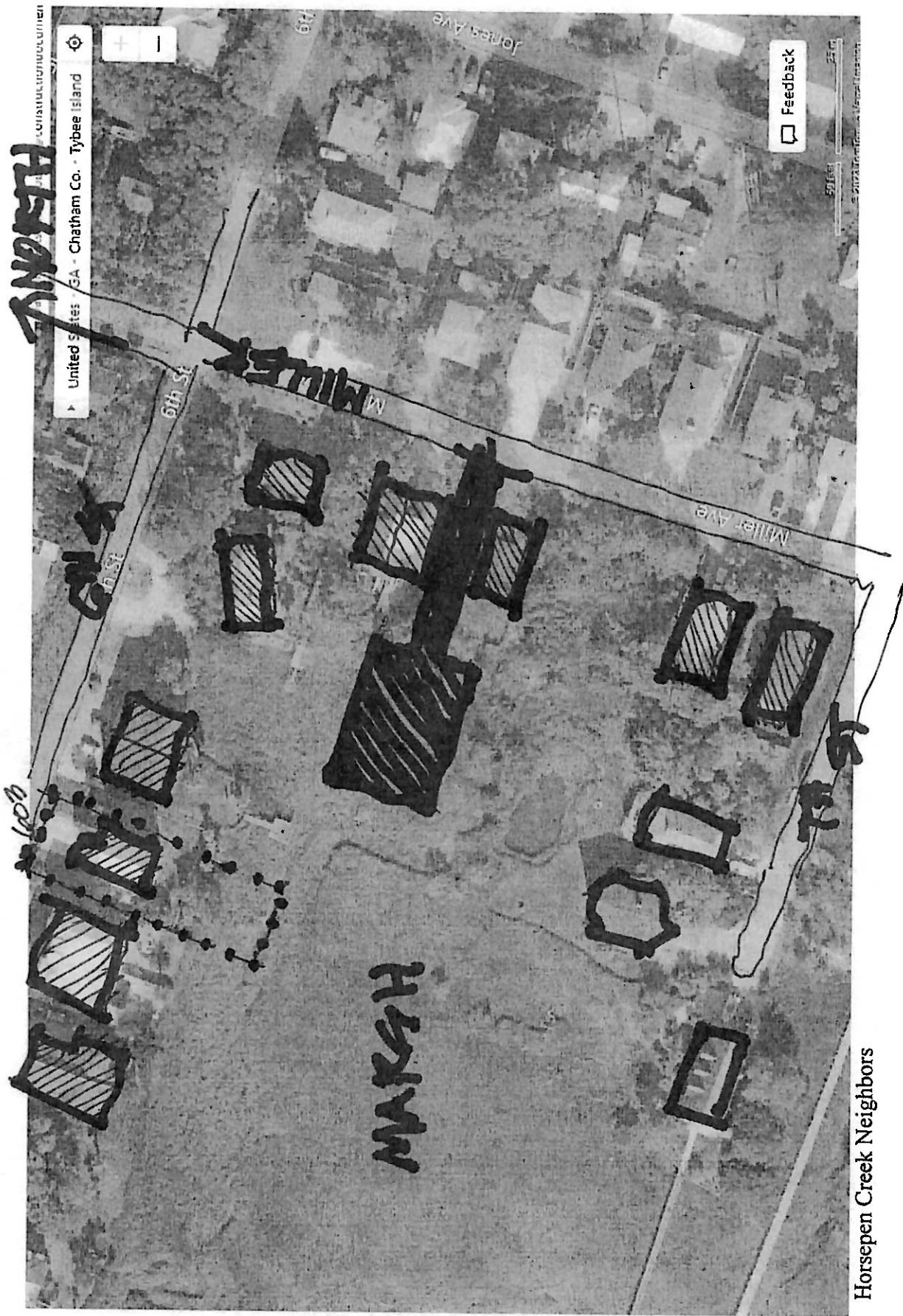
- (b) A description of the shape, size, **topography**, slope, soils, vegetation, and other physical characteristics of the property;
- (c) A detailed site plan that shows the **locations of all existing and proposed structures** and other impervious cover, the limits of all existing and proposed land disturbance both inside and outside the buffer;
- (d) The **exact area of the buffer** to be affected shall be accurately and clearly indicated;
- (g) Documentation that shows how the buffer encroachment will not result in reduction of water quality or **diminishment of a uniform coastal marshland scenic vista**;
- (i) **A calculation of the total area and length of the proposed encroachment...**"

Under LDC § 5-090(F) *Compliance with ordinances*. Notwithstanding any other provision of this Code of Ordinances, **no application for a variance may be accepted nor may any variance be granted with respect to any property that is then not in compliance with the requirements of ordinances for the condition on which the variance is sought**, unless the applicant files with the application a detailed written explanation of how, when, and by whom the need for a variance was created. **In such a case**, the planning commission shall make a recommendation to the mayor and council as to whether the variance should be approved or rejected or modified and the mayor and council, following a public hearing, may approve, reject or modify the variance request. (emphasis added).

Minutes from Council in March 2015 when easement was granted for access (1/11/2024 packet at p. 82/181): "Chief Sasser did inspect the area and confirmed that emergency vehicles would be able to access the rear lot once a large oak tree was removed. Mr. Wolff stated that he has concerns and one being that the rear lot is not buildable."

#5	S 16° 28' 15" W	11.62'
#7	S 71° 57' 53" E	6.73'
#8	N 87° 28' 00" E	14.26'
#9	N 53° 16' 30" E	7.67'
#10	N 32° 20' 40" E	9.57'
#11	N 51° 48' 53" E	19.02'
#12	S 00° 45' 12" E	7.45'





Horsepen Creek Neighbors



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: December 18, 2023

**Project Name/Description: requesting to build in marsh buffer- 607A
Miller Ave. - 40005 14024 - Zone R-2 - Todd P. Manack.**

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
Nooney		X	
Matkowski		X	MOTION
Livingston		X	
Rodriguez		X	SECOND
Anthony Turpin		X	

Planning Commission Chair:

Date: 1/2/24

Planning & Zoning Manager:

Date: 1-2-2024



STAFF REPORT

PLANNING COMMISSION MEETING: December 18, 2023

CITY COUNCIL MEETING: January 11, 2023

LOCATION: 607A Miller Ave.

PIN: 40005 14024

APPLICANT: Todd Manack

OWNER: Osal Evans

EXISTING USE: Single family lot

PROPOSED USE: Single family lot

ZONING: R-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Inland Cottage Neighborhood

APPLICATION: Variance from the marsh buffer ordinance Sec. 3-090.1 as allowed by Sec. 3-090.1(G).

PROPOSAL: The applicant is requesting a variance from our marsh buffer ordinance to make the lot buildable. The marsh encroaches significantly on the western and southern side of the lot.

ANALYSIS: This lot was originally platted when Tybee was first platted in 1928 with access from 5th Ave. 5th Ave. access was abandoned at some point due to marsh encroachment so the lot was landlocked. Mr. Evans purchased the lot and in 2015 was given permission to access lot 175 via a driveway. The lot is not buildable without a marsh buffer variance.

Inland Cottage Neighborhood: This traditional neighborhood west of Butler consists of R-2, NG, P-C zoning characterized by a grid of narrow, tree lined streets. Housing includes permanent residences and rental homes, along with multifamily. Both traditional historic cottages and large new residential homes are found here. Other uses include low density commercial and grocery, public/government buildings, and parks.

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

STAFF FINDING

The lot is unbuildable with our current 25' marsh buffer in place. While City Council approved access to the lot they did not offer any variances at that time and there was no clear representation of the marsh at that time. The City's decision to allow access does not constitute permission to build. Staff recommends denial.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

- A. Variance application
- B. Survey
- C. Marsh survey
- D. SAGIS map
- E. Sudgen map

Fee
Commercial \$500
Residential \$200



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

Applicant: TODD P. MANACK, Agent

Phone #: 912-682-5251 Email: Todd@Manackproperties.com

Mailing Address 112 Savannah Avenue, Statesboro, Georgia 30458

*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):

607-A Miller Avenue, Tybee Island, Georgia

(912-564-7617)

Owner - Osal Evans - 302 S Lake Dr. Sylvania 30467

Tax Map/Parcel ID#: 40005 14024

Current Zoning: R-2

Existing use of Property: Vacant/Storage Shed

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. This lot lies near where the Inland Cottage Neighborhood and Marshland Neighborhood meet, both of which are predominantly residential and include R-2 Zoning.

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

To waive the buffer requirement related to the marshland to allow the construction and use of a personal residence on this lot.

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

Code Section 15-040C 17c requiring maintenance of a 25 foot buffer along coastal marshland. However, we also assert our plat was created March 2015, though such final plat not approved by City of Tybee Island until July 2018, since more than 18% of high ground is consumed by buffer requirement.

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. Marshlands lies on more than 50% of this lot but if the 25 foot buffer is enforced, there remains only 42.69 square foot of buildable area on this R-2 lot.

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 size, shape and contours of the marshland area magnifies the 25 foot buffer such that virtually none of the lot remains buildable making the lot unusable by its owner for residential purposes for which it is zoned.

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

This may be the only lot for which there is an approved recorded plat that the size, shape and contours of the marshland coupled with a 25 foot buffer makes the lot unusable for residential purposes for which it is zoned.

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.

Correct. The lot would be otherwise buildable for a residence if Regulation Section 15-040C 17c if this lot is neither granted an exemption or a variance from the 25 foot buffer requirement.

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 buffer requirement nor an exemption of waiver from it would modify the Fire Prevention Code or endanger the public.

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

Yes, anything less than the grant of the exemption or a variance from the 25' buffer would make the lot unbuildable and unuseable for a residence.

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

Yes, the marsh itself can be avoided and protected but only if the buffer is waived or exempted may the lot be used for residential purposes as zoned and taxed.

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>) <u>Explain the hardship: Application of the marsh buffer would leave only 42.69 square feet in which to build the residence, making it not feasible.</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: ___ irregularity; ___ narrowness; or, ___ shallowness of the lot shape; or, <u>X</u> 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. See Attached.</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.



Signature of Applicant

11/28/23

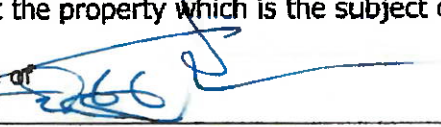
Date

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 submitted 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



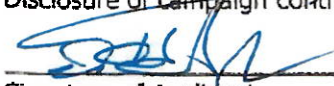
Date

11/28/23

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



Signature of Applicant

Date

11/28/23

STAFF USE ONLY

Date received:

Nov. 27, 2023

Received by



Fee Amount \$

200.00

Check Number

8809

Date

11/27/23

PUBLIC HEARING DATES:

Planning Commission

Dec 18, 2023

City Council

11

DECISION: (Circle One)

Approved

Denied

Approved with Conditions:



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

YES _____ NO

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

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

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

Signature [Handwritten Signature]

Printed Name FRED P. MANTELL

Date 11/28/23

PARID: 40005 14024
EVANS OSAL & MARGARET D*

607 MILLER AVE

Most Current Owner

A

Current Owner	Co-Owner	Care Of	Mailing Address
MARY MARGARET EVANS AKA MARGARET D EVANS			302 SOUTH LAKE DRIVE SYLVANIA GA 30467

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
EVANS OSAL & MARGARET D*		302 S LAKE DR		SYLVANIA	GA	30467

Parcel

Status	ACTIVE
Parcel ID	40005 14024
Category Code	RES - Residential
Bill #	3190153
Address	607 A MILLER AVE
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20228.00 - T228 TYBEE MILLER AV
Total Units	
Zoning	R-2
Class	R3 - Residential Lots
Appeal Status	

Legal Description

Legal Description	LOT 175-A SUB OF LOT 175 WARD #2 SAVANNAH BEACH BK51 PG510 .19AC
-------------------	--

Deed Book
Deed Page

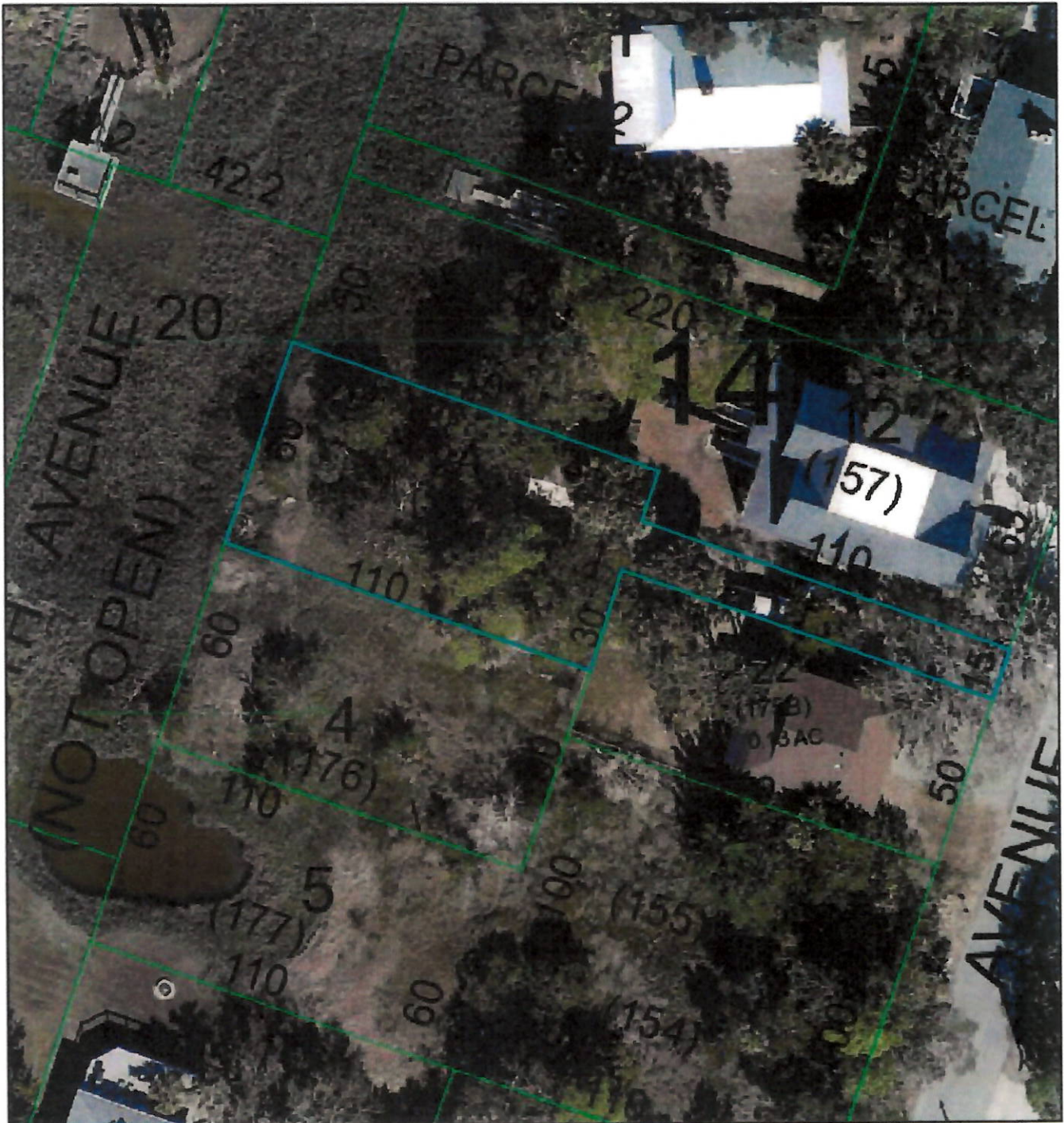
Inspection

Inspection Date	Reviewer ID
08/22/2023	RKRYZAK
08/23/2021	RKRYZAK
10/24/2018	JLMARINE

Appraised Values

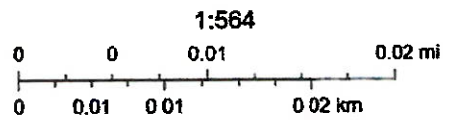
Tax Year	Land	Building	Appraised Total	Reason
2023	169,000	0	169,000	
2022	169,000	0	169,000	
Item #4.	135,200	0	135,200	APPEAL DECISION

SAGIS Map Viewer



12/4/2023, 2:53:30 PM

 Property Boundaries (Parcels)



SAGIS

Item #4.

MARGARET EVANS
302 SOUTH LAKE DRIVE
SYLVANIA, GA 30467

November 27, 2023

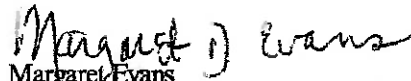
City of Tybee Island
City Hall
403 Butler Avenue
P. O. Box 2749
Tybee Island, GA 31328

RE: Designation of Agent

And Whom It May Concern:

Please be advised that I, Margaret Evans, do hereby designate my nephew, Todd P. Manack, also a Georgia licensed realtor, as my Agent for all purposes with respect to my property located at 607 A Miller Avenue, Tybee Island, GA being Tax Map/Parcel ID# 40005 14024, including, but not limited to, the purpose of applying for a Variance from the Tybee Island Land Development Code. Todd Manack's phone number is 912-682-5251

Yours very truly,


Margaret Evans

LAW OFFICES
TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC
12 SIEBALD STREET
POST OFFICE BOX 327
STATESBORO, GEORGIA 30459
912 764-9055
FAX 912 764-8687

STEPHEN T. RUSHING
DANIEL B. SNIPES (GA & SC)
LAURA TAULBEE MARSH (GA & NY)
SCOTT A. HODGIN
CHRISTOPHER R. GOHAGAN (GA & SC)
CHARLIE D. McCOOK
SPENCER D. TYSON
KAYLEE SHEPPARD SHEALY

1209 Merchants Way
Suite 201
Statesboro, Georgia 30458
Fax 912 871-5020
www.statesborolawgroup.com

November 28, 2023

FEDEX PRIORITY OVERNIGHT

Mr. George Shaw
TYBEE ISLAND PLANNING & ZONING
City Hall - 403 Butler Avenue
Tybee Island, Georgia 31328

RE: VARIANCE APPLICATION

Dear Mr. Shaw:

Enclosed please find herewith a **Variance Application** by Todd Manack for the property known as 607-A Miller Avenue, Tybee Island, Georgia, along with his check in the amount of \$200.00 for the necessary filing fee.

If you have any questions, please do not hesitate to contact our office.

Yours very truly,

TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC



Elaine D. Bland, Legal Assistant
to Stephen T. Rushing, Esq.
Enclosure

1	A	2	B
2	A	11	B
3	A	10	B
60			

4	A	9	B
5	A	40	B
6	A	41	B
60			

7	A	12	B
8	A	61	B
9	A	60	B
60			

89	121	122	B
90	121	121	B
91	120	120	B
60			

149	184	185	B
150	181	181	B
151	180	180	B
60			

1	A	9	B
2	A	8	B
3	A	7	B
4	A	6	B
5	A	5	B
6	A	4	B
7	A	3	B
8	A	2	B
60			

1	A	42	B
2	A	43	B
3	A	44	B
4	A	45	B
5	A	46	B
6	A	47	B
7	A	48	B
8	A	49	B
60			

1	A	59	B
2	A	58	B
3	A	57	B
4	A	56	B
5	A	55	B
6	A	54	B
7	A	53	B
8	A	52	B
60			

92	119	119	B
93	118	118	B
94	117	117	B
95	116	116	B
96	115	115	B
97	114	114	B
98	113	113	B
99	112	112	B
60			

152	179	179	B
153	178	178	B
154	177	177	B
155	176	176	B
156	175	175	B
157	174	174	B
158	173	173	B
159	172	172	B
60			

1	A	1	B
2	A	1	B
3	A	1	B
4	A	1	B
5	A	1	B
6	A	1	B
7	A	1	B
8	A	1	B
60			

1	A	40	B
2	A	40	B
3	A	40	B
4	A	40	B
5	A	40	B
6	A	40	B
7	A	40	B
8	A	40	B
60			

1	A	20	B
2	A	20	B
3	A	20	B
4	A	20	B
5	A	20	B
6	A	20	B
7	A	20	B
8	A	20	B
60			

100	111	111	B
101	110	110	B
102	109	109	B
60			

160	171	171	B
161	170	170	B
162	169	169	B
60			

6TH

5TH

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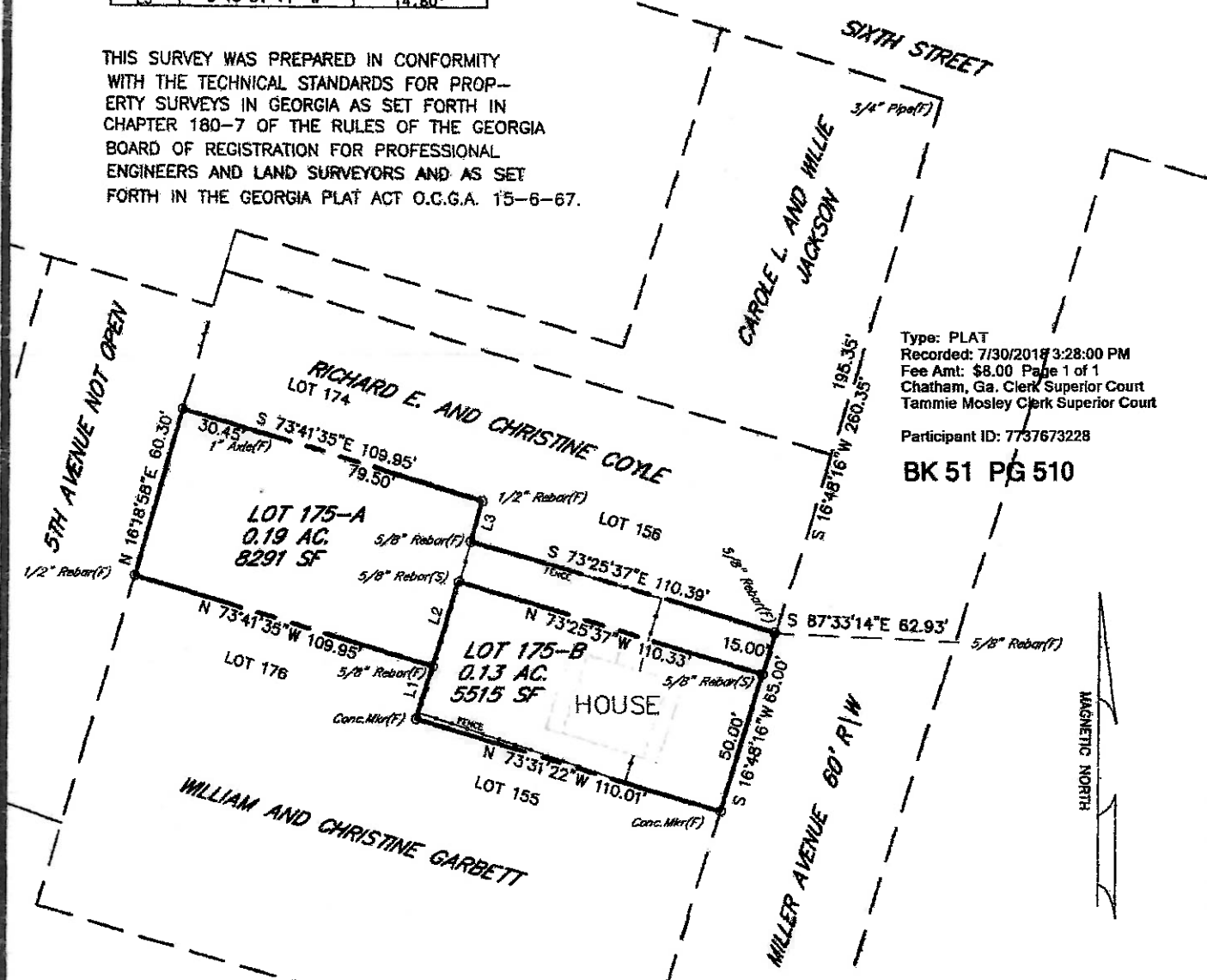
Course	Bearing	Distance
L1	N 16°14'21" E	19.68'
L2	S 16°34'30" W	30.50'
L3	S 15°31'11" W	14.80'



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

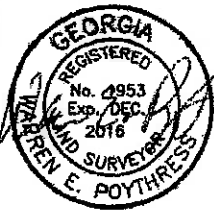
Type: PLAT
 Recorded: 7/30/2019 3:28:00 PM
 Fee Amt: \$8.00 Page 1 of 1
 Chatham, Ga. Clerk Superior Court
 Tammie Mosley Clerk Superior Court

Participant ID: 7757673228
BK 51 PG 510



APPROVAL:
 APPROVAL FOR RECORDING
 [Signature] 7/24/19
 MAYOR DATE
 [Signature] 7/18/19
 CLERK DATE

REFERENCE:
 PLAT BOOK 2 PAGE 8 & 9



**SUBDIVISION SURVEY
 FOR
 OSAL J. AND MARGARET D.
 EVANS**

**LOCATION: LOT 175-A AND LOT 175-B
 WARD NUMBER 2, SAVANNAH
 BEACH, CHATHAM COUNTY, GEORGIA**

DATE: MARCH 20, 2015
 BY: WARREN E. POITHRESS
 Reg. Land Surveyor # 1953
 991 Hunters Road Sylvania, Ga.
 30467 Tele. - (912) 857-3288
 EQUIPT: TOPCON 303 TOTAL STATION
 THE FIELD DATA UPON WHICH THIS
 MAP OR PLAT IS BASED HAS A
 CLOSURE PRECISION OF ONE FOOT
 IN 26432 FEET, AND ANGULAR
 ERROR OF 06 SECONDS PER ANGLE
 POINT. AFTER ADJUSTMENTS BY
 THE COMPASS RULE THE FINAL PLAT
 HAS BEEN CALCULATED FOR CLOSURE
 AND IS FOUND TO BE ACCURATE WITH
 IN ONE FOOT IN 59373 FEET.

RECORDED WITH THE CLERK
OF THE COURT

REFERENCE
DEED BOOK 22, PG. 8 & 9
WARREN E. POTYBRES PLAT DATED 08/14/2023

FLOOD DATA
ACCORDING TO F.I.R.M. MAP NO. 136102136, REVISED
08/16/2016, THIS PROPERTY SHOWN HEREON LIES IN
ZONE AE ELL1.

ERROR OF CLOSURE
FIELD NOTES, 27 DEG ANGLE POINT
ADJUSTED BY OBSERVATION.
PLAT: 1196
EQUIPMENT: TOPCON GTS228W
TOTAL STATION, SINGLE PRISM
DATE OF SURVEY: 07/10/2023

PARCEL 4008 1400
CITY OF TYBEE ISLAND

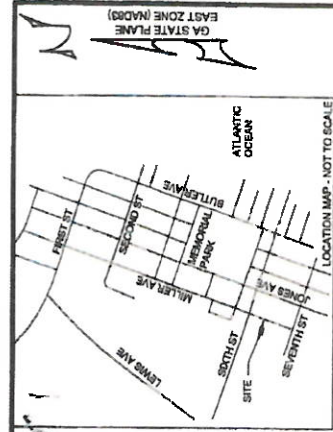
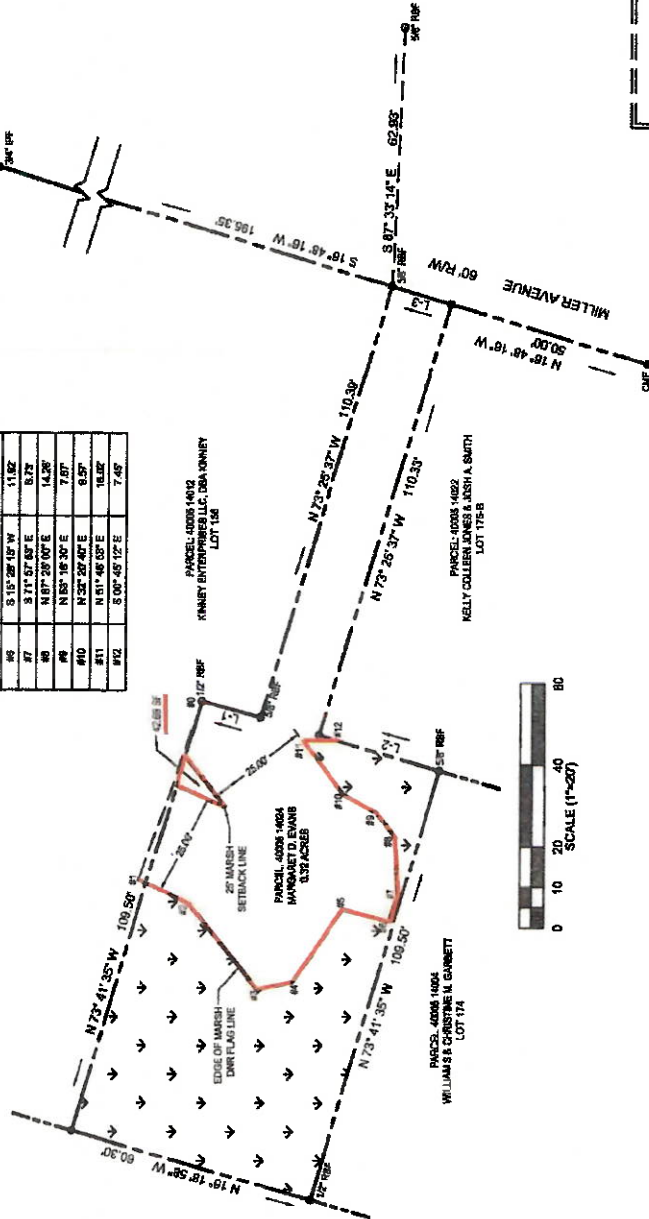
PARCEL 4008 1400A
WILLIAM S & CHRISTINE H. GARRETT
LOT 11A

PARCEL 4008 1400B
KELLY COLLIER JONES & JOSH A. SMITH
LOT 175-B

PARCEL 4008 1401C
KINNEY ENTERPRISES, LLC, DANNY
LOT 148

LINE	BEARING	DISTANCE
L-1	N 15° 31' 11" E	14.80'
L-2	N 10° 24' 30" E	26.50'
L-3	N 10° 45' 10" E	10.00'

COURSE	BEARING	DISTANCE
#1	N 11° 16' 07" W	45.14'
#2	S 28° 57' 57" W	18.01'
#3	S 11° 30' 08" W	27.33'
#4	S 12° 30' 30" E	8.80'
#5	S 05° 52' 29" E	21.52'
#6	S 15° 28' 18" W	11.82'
#7	S 71° 57' 50" E	8.73'
#8	N 07° 29' 07" E	14.30'
#9	N 05° 18' 34" E	7.67'
#10	N 22° 24' 42" E	9.57'
#11	N 51° 46' 53" E	18.92'
#12	S 00° 45' 12" E	7.45'



RETRACEMENT OF LOT 175, WARD #2
SAVANNAH BEACH, TYBEE ISLAND, CHATHAM
COUNTY, GEORGIA

SURVEYED FOR: MARGARET D. EVANS
JULY 12, 2023
JOB NO. 307 A MILLER AVE (1)
LAST REVISED AND DRAWN BY CEM
ADDRESS: 607 A MILLER AVE TYBEE ISLAND, GA

MICHAEL JIM GARDNER
LAND SURVEYOR
120 VARNDEOE AVENUE
GARDEN CITY, GEORGIA 31408
(912) 861-0478

SURVEYORS CERTIFICATION

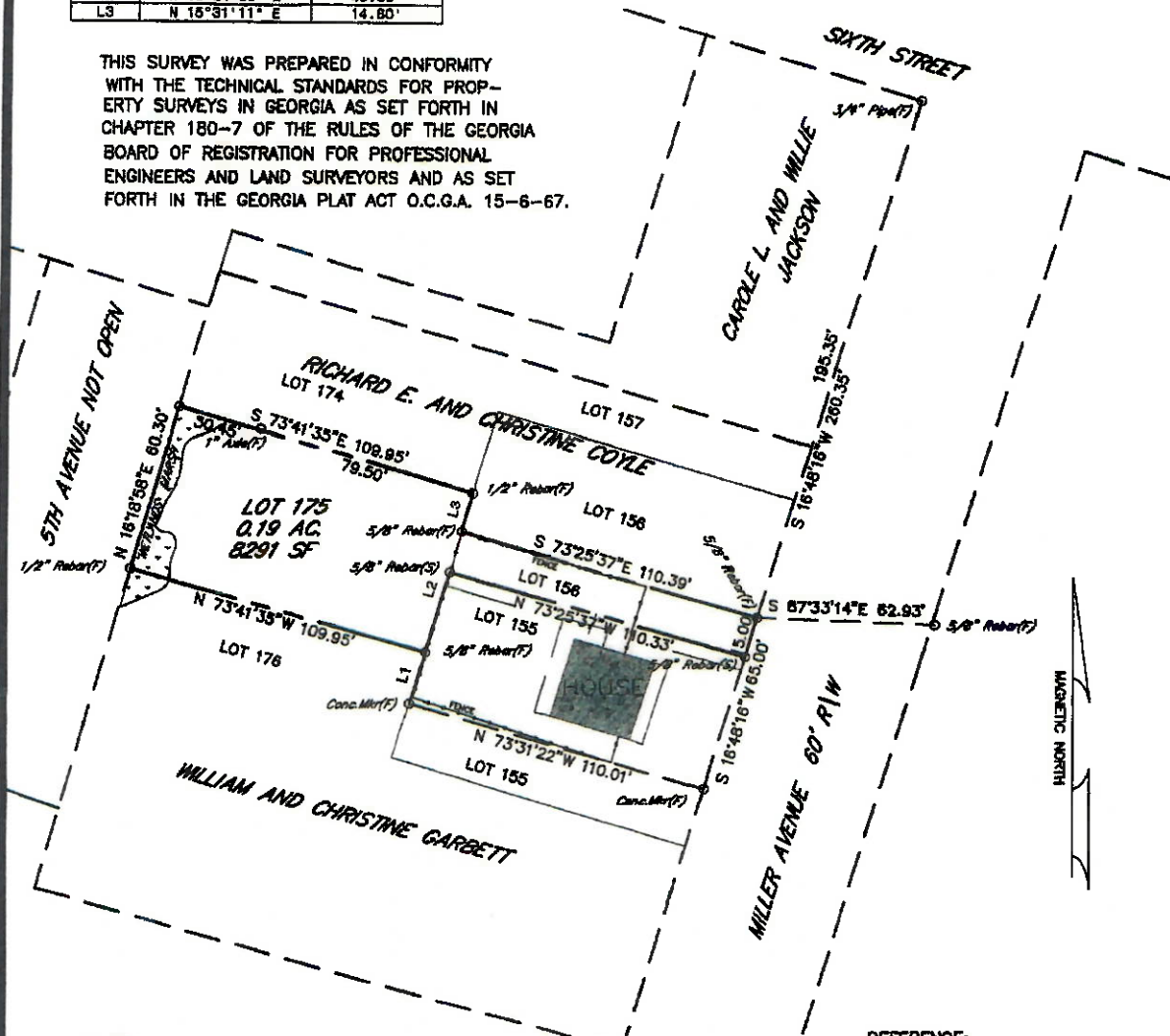
THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS
OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR
MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE
RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR
OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE
STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY
APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS,
SUITABILITY FOR ANY USE, OR PURPOSE OF THE LAND. FURTHERMORE,
THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT
COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY
SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS
OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A.
SECTION 13-6-01

7/12/23 DATED
MICHAEL JIM GARDNER
GEORGIA REGISTERED LAND SURVEYOR NO. 2285

Course	Bearing	Distance
L1	N 16°14'21" E	19.68'
L2	N 16°34'30" E	45.50'
L3	N 16°31'11" E	14.80'



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.



I HEREBY CERTIFY THAT THE PROVISIONS RELATIVE TO OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 15-6-67(D), DO NOT REQUIRE APPROVAL OF THIS PLAT BY ANY PLANNING, MUNICIPAL, OR COUNTY GOVERNMENT PRIOR TO THE RECORDING OF THIS PLAT.

**RECOMBINATION SURVEY
FOR
OSCAL J. AND MARGARET D.
EVANS**

**LOCATION: 15' OF LOT 156 AND LOT 175,
WARD NUMBER 2, SAVANNAH
BEACH, CHATHAM COUNTY, GEORGIA**

REFERENCE:
PLAT BOOK 2 PAGE 8 & 9

DATE: JANUARY 21, 2015
BY: WARREN E. POYNTHRESS
Reg. Land Surveyor # 1953
991 Hunters Road, Sylvania, Ga.
30467 Tele. - (912) 857-3288
EQUIP: TOPCON 303 TOTAL STATION
THE FIELD DATA UPON WHICH THIS
MAP OR PLAT IS BASED HAS A
CLOSURE PRECISION OF ONE FOOT
IN 28432 FEET, AND ANGULAR
ERROR OF 06 SECONDS PER ANGLE
POINT. AFTER ADJUSTMENTS BY
THE COMPASS RULE THE FINAL PLAT
HAS BEEN CALCULATED FOR CLOSURE
AND IS FOUND TO BE ACCURATE WITH-
IN ONE FOOT IN 59373 FEET.

RECORDED
1-27-15

Planning Feb. 2015

Old Business

Ed DiTommaso approached the Planning Commission to update the Commission on several staff initiatives. Mr. DiTommaso discussed that several items were discussed at the recent City Council Workshop including the Lighting Ordinance that was on the January Planning Commission agenda. Mr. DiTommaso stated that Planning and Zoning staff presented the Planning Commission's concerns to City Council and that City Council stated that they interested in considering a revised version of the Lighting Ordinance. This ordinance is now in staff's hands and will be brought back to the Planning Commission for their consideration once the revisions are complete. Mr. DiTommaso stated that the City Attorney is working on an ordinance related to driveway widths/City Right of Way. This ordinance will be on the Planning Commission Agenda for March. Chair Marion asked Mr. DiTommaso if he was present at that meeting and Mr. DiTommaso answered yes.

Commissioner Bramble asked if the lighting ordinance will now be placed on the April Council workshop and then it will come to us in May. Mr. DiTommaso answered yes, and the new Business will explain more about it. Chair Marion asked if staff had looked into any other old ordinances or text amendments that were not being addressed. Mr. DiTommaso stated that there are a couple of codes that need to be reviewed when staff time allowed. Commissioner Bishop asked if one of Planning Commission members should be present at the April Council Workshop. Mr. DiTommaso stated that would be a good idea for a member from Planning Commission to be present.

New Business

Mr. DiTommaso approached the Commission to explain the revisions to the 2015 Planning Commission Meeting Schedule. Mr. DiTommaso explained that because of scheduling conflicts with court dates most of the dates are to be changed to Mondays instead of Tuesdays, beginning in March. Commissioner Livingston asked if October will remain on Tuesday. Mr. DiTommaso stated that we could look at changing October to Monday also. Commissioner Bramble made the motion that we change the regular third Tuesdays to the third Mondays on all months for the rest of the year and seconded by Commissioner Bishop, vote to approve was unanimous.

Mr. DiTommaso approached the Commission to explain the Planning Commission Agenda Item Request Form. Mr. DiTommaso then gave a short presentation of the form. Chair Marion asked if this would be for the public. Mr. DiTommaso explained that it would be for Council and Staff to keep better track of who requested items and why they were requested. Commissioner Livingston stated that the form would be a good idea, and that it would provide a paper trail for the Planning Commission. Mr. DiTommaso asked if Commission had any comments on the way it was laid out and if they wanted to make any revisions to the form, because this was just a draft. Chair Marion stated it is a working form right now.

Variance – 607 Miller Avenue; Osal J. Evan; Zone R-2; pin 4-0005-14-012A

Ed DiTommaso approached the Commission to explain the variance request from Osal J. Evan. Mr. DiTommaso then gave a short presentation of the property. Chair Marion asked if the variance allowed availability for local municipal vehicles to get to the back lot. Mr. DiTommaso stated he was not sure and that the owner does not intend to develop the lot. Commissioner McNaughton asked if lot 155 & 156 are part of the same parcel. Mr. DiTommaso stated that the survey used to show the driveway was older, and it has since been recombined. Commissioner McNaughton stated on the application under the request for variance they sighted irregularity, narrowness or shallowness of the lot, but they did not mark the exceptional typographic or other physical conditions, which is what they would likely use to justify a variance request. Mr. DiTommaso stated that is up to the Commission to decide. Mr. Poythress approached the Commission to address questions and concerns. Mr. Poythress explained that Mr. Osal would like to have the 15' access to be available to access the back lot if he were to sell his front lot. Commissioner Bossick stated that lot 175 is showing that the lot is 8,200square ft., but his calculations on the survey show 6,600 square ft. Mr. Poythress confirmed that it is actually 6,600 square ft. Chair Marion closed the public hearing. Commissioner Bishop asked if the zoning

Planning Feb 2015

variance also encompasses a consideration for recombination. Mr. DiTommaso explained that if the variance is awarded, Planning and Zoning won't need the Commission's approval for the recombination, as it can be accomplished administratively. Commissioner Bossick asked if the recombination occurs would that property move from an R-2 single family to a two family based on the addition of the 15' of additional property. Mr. DiTommaso stated he would have to review the code to confirm. Commissioner McNaughton mentioned a similar property on Butler Ave that wanted to open up the lot toward the ocean where there were concerns about the width of the access road and a tree, and that's why they had Chief Sasser provide an opinion on required width of municipal vehicles. Commissioner McNaughton stated he would like to hear from Chief Sasser before the Commission decides on the Variance. Commissioner McNaughton made a Motion to recommend approval of the variance with the stipulation that the width of the proposed access road be reviewed and found adequate with Chief Sasser before this goes to council. Commissioner Bramble seconded the vote was unanimous. Mr. Osal approached the Commission and thanked them for their service and also thanked Mr. DiTommaso.

Commissioner Bishop made a motion to adjourn. Commissioner Bramble seconded the motion. The vote was unanimous.

Meeting adjourned at 7:56pm

City Council March 2015

- Call to Order
- Posting of the Colors
- Pledge of Allegiance
- Invocation: Jan LeViner

Paul Wolff made a motion to approve the consent agenda. **Rob Callahan** seconded. Vote was unanimous, 6-0.

Public Hearings

Variance – 607 Miller Avenue, Consideration of lot width frontage, Osal J. Evens, Zone R-2, PIN: 4-0005-14-012A. **Bill Garbett** recused himself. Mr. DiTommaso stated that he is deferring to the City Attorney, Mr. Hughes, as this request might be a minor subdivision rather than a variance request. Mr. Hughes stated that this item began as a variance request as to a lot width requirement which would provide access to the rear lot of two lots. The other access involves an un-open right of way. The thought was the petition could get a 15' easement to the rear lot which is unimproved and would not require a variance as there is no minimum lot width at a street border. He further explained that previously mayor and council required any lot to be built on which does not have street access must have a least a 20' access easement which is an additional cause for concern as the issue became if the lots can be recombined. Mr. Branch explained that there is no variance required and the only way under the Code the petitioner can accomplish what they want to accomplish, which is basically move lot lines on two different lots, is to have a lot recombination and then subdivide differently. He stated that while the petitioner could just do an easement privately, this is not the intent of the petitioner as they desire is to redraw the lot line. Mr. Hughes stated that he does not believe the rear lot, Lot 171, is a buildable lot due to the marsh. Mr. Branch stated that he is of the opinion that the petitioner can do what they desire without getting the City involved as they need to record the easement. Mr. DiTommaso stated that the Planning Commission heard this request and their vote was unanimous to approve the variance request. The Planning Commission also had concerns regarding emergency services being able to access the rear lot. Chief Sasser did inspect the area and confirmed that emergency vehicles would be able to access the rear lot once a large oak tree was removed. Mr. Wolff stated that he has concerns and one being that the rear lot is not buildable. His biggest concern is why the petitioner would want access to the rear lot that may or may not be buildable. Mr. Wolff recommended that the petitioner contact DNR to delineate the jurisdictional line prior to any action taken. Mr. Hughes stated that this request would not create a substandard lot as it is large enough as it is. There was a discussion regarding the rear lot being buildable based on DNR. **Warren Portis, Surveyor**, approached mayor and council. He gave a brief history of the lot. Mr. Portis explained that the lot is 65' total across the

front and 110' deep. A residence was built and then the lot behind the residence was on the market for sale. The petitioner bought the lot thinking they had access from 5th Avenue. They later they found they did not thus it is landlocked. Mr. Portis asked mayor and council is to allow the petitioner to access the lot from Miller Street. There was a brief discussion regarding a 15' easement on the rear property. **Richard Coyle** approached mayor and council to express his concerns regarding his property being impinged upon. Mr. Coyle asked mayor and council if a 15' easement was granted, would the property owner be allowed to build a driveway along the property line. Mr. Hughes responded that there is no setback requirement for a driveway. Mr. Brown stated that the driveway could not be concrete. Mr. Hughes reminded mayor and council of the requirement for a 20' easement rather than 15' and does understand the request from the petitioner. He would ask the petitioner to let mayor and council know their future plans for the rear lot so they can better understand their intentions. Mayor Buelterman recommended that if the petitioner needs to return for this particular request that all fees be waived. He stated that a determination needs to be made if the rear lot is in fact buildable and if it is buildable, and the petitioner wants to go the easement route, the petitioner would be required to come before mayor and council to allow a 15' easement. **Mr. Portis** approached mayor and council to ask for clarification. Mr. Hughes stated that if the two lots were recombined, then subdivided differently than they currently are, where it did not create a subdivided lot, the petitioner could have the access to the rear lot as part of the subdivision of the big lot without having to have a variance. Mayor Buelterman recommended that mayor and council move forward and that if the petitioner needs to return to mayor and council all fees be waived. Mayor pro tem Doyle confirmed with Mr. Portis that the petitioner can have a 15' easement and that it needs to be recorded. **A variance does not appear needed.** **Barry Brown** made a motion that if this item comes back before mayor and council all fees be waived. **Wanda Doyle** seconded. **No further action taken at this time.** Vote was unanimous, 5-0.

Consideration of Ordinances, Resolutions

First Reading, 11-2015, Sec 2-36, Compensation of mayor and councilmembers. Introduction only. Mr. Hughes stated that this is for before mayor and council for introduction only. He continued by explaining that this item must be advertised once a week for three weeks prior to action being taken. Mr. Hughes stated that the ordinance is introduced in proper form this evening and a vote will be taken on March 26, 2015. Mayor Buelterman asked Mr. Hughes if this can be treated in the future much like the water/sewer bill is (CPI). Mr. Hughes stated no that it would be complicated due to the advertisement of qualifying fees. Mr. Parks stated that he is comfortable with not attaching to the CPI as mayor and council are being transparent.

File Attachments for Item:

5. Special Meeting, January 24, 2024

City Council Special Meeting Minutes, January 24, 2024.

Mayor West called the Special Meeting to order at 2:00PM, January 24, 2024. Those in attendance were, Nick Sears, Monty Parks, Spec Hosti, Kathryn Williams, Tony Ploughe and Bill Garbett. Also attending were Michelle Owens, Interim City Manager; Bubba Hughes, City Attorney; and Jan LeViner, Clerk of Council.

Items for Consideration:

CIP Financing. Ms. Amerell approached Mayor and Council to ask for direction with Davenport. She continued, the proposal is to have another organization that we can give information to who has access to different outlets for funding and grants. Mr. Sears stated he does not feel Davenport can provide what the City is looking for and asked, if approved, when would they start. Ms. Amerell stated Davenport will not start any work until the City gives them specific direction. Mr. Hughes recommended we give them specific direction in writing so there is no confusion. Mr. Sears stated if Ms. Amerell is comfortable with the contract he is in favor. Ms. Williams made reference to the CIP from DPW. She asked if the priority of projects has changed. Mr. Gulbranson stated no, not at this time. He continued to discuss each item, the priority of each, and funds needed. Mr. Gulbranson stated he is working on projects as the money is available within his budget. The storm water projects are not included in the list. Ms. Amerell stated they are not included, as she would like to focus on water/sewer projects. Mayor pro tem Parks stated the purpose of this is to consider a contract with a consulting firm, Davenport, to review available financing options. There was a brief discussion regarding the inspection of the sewer lines to insure repairs are prioritized if needed. Mr. Gulbranson stated they are being reactive currently and would like to be proactive regarding repairs. Ms. Williams asked Ms. Amerell what the consulting firm has to offer, different skill set that she cannot do. Ms. Amerell responded time and personnel. With a study such as this takes a great deal of time and they have access if the City should decide to go to the public market it issue debt. Ms. Williams asked if GMA would have such resources. Ms. Amerell confirmed but she feels having Davenport will better aid the City. Mr. Gulbranson stated in the ten (10) year CIP that he presented, it is \$2M a year and there are place markers such as a deep well and a water treatment plant. Mayor pro tem Parks asked if there was any lines that have a potential to collapse which will need emergency funding. Mr. Gulbranson state there are probably some unknowns and funding is not in the budget. Ms. Williams thanked Mr. Gulbranson for providing the list of all projects for Council. **Consultant Proposal for Utility Rate Review. Spec Hosti** made a motion to approve the proposed contract. **Bill Garbett** seconded. Vote was unanimous to approve, 6-0.

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

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

9. Site Plan Review: 1401 Strand Avenue, Petitioner: FB Marino, LLC dba Hydrotech, Linchris Tybee Resort



STAFF REPORT

PLANNING COMMISSION MEETING: November 20, 2023

CITY COUNCIL MEETING: February 8, 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. The drainage plan has been approved by our consulting engineer. A shallow well will be used for the water source. Evaporation is minimal due to underground water storage.

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 aesthetics	N/A
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 81 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 8-15-23
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

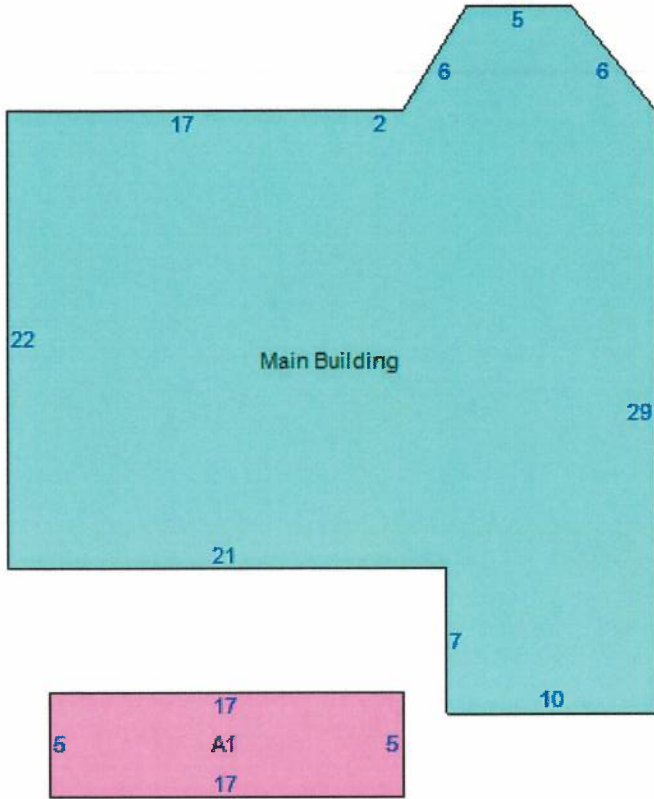
Line Number	1
Land Type	S - SQUARE FOOT
Land Code	G1 - GENERAL COMMERCIAL 1
Square Feet	58,082
Acres	1.3334
Influence Factor 1	-25
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

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

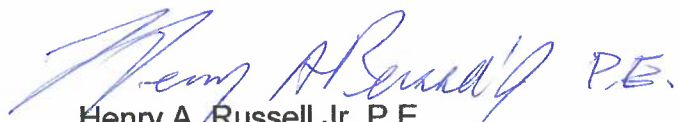
To whom it may concern
RE: Hotel Tybee, 1401 Strand, Splash Pad Project, RainDeck plan SP1.2

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 ¼"/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 sprayers. 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> wrote:

Thanks.

From: Downer Davis <dkdjr071419@yahoo.com>
Sent: Tuesday, October 31, 2023 11:36 AM
To: George Shaw <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> wrote:

Downer,

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

George

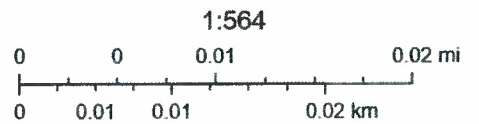
SAGIS Map Viewer



Splash Pad

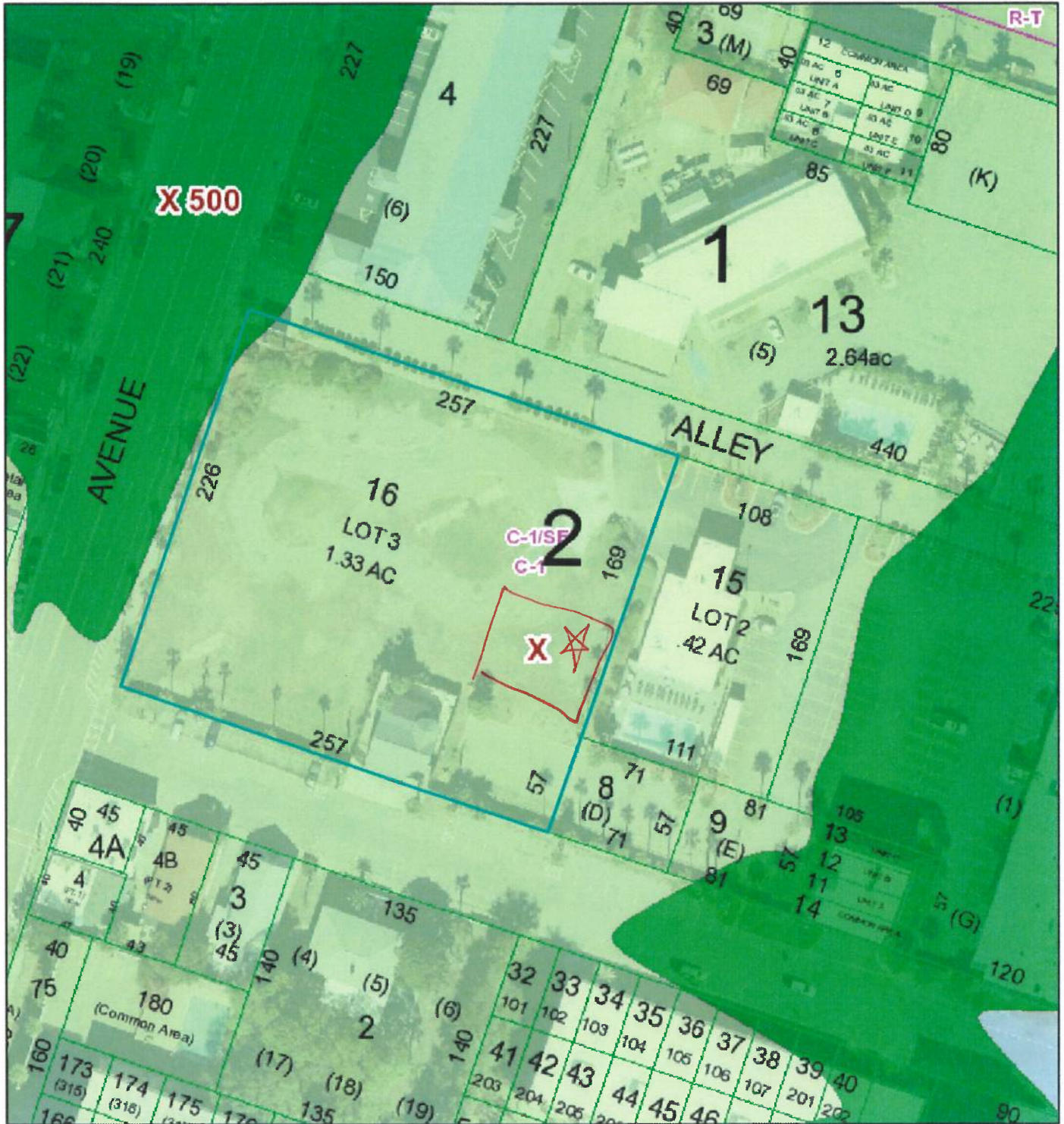
10/31/2023, 3:04:40 PM

 Property Boundaries (Parcels)



SAGIS

SAGIS Map Viewer



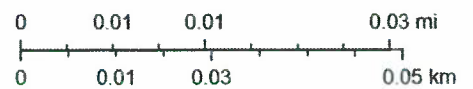
10/31/2023, 2:26:57 PM

Effective Flood Zones (2018)

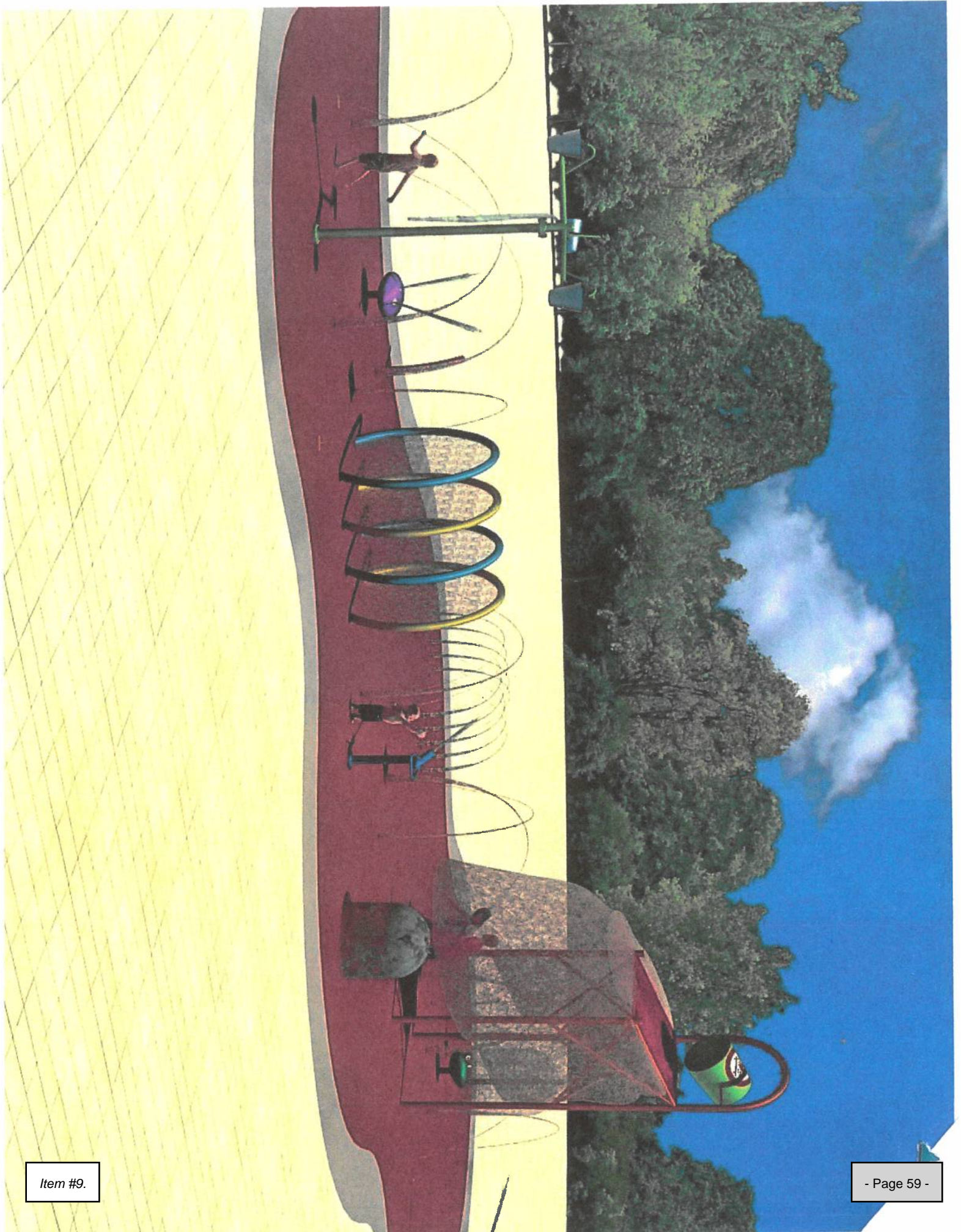
- AE - Inside the 100 year Flood Zone
- A - Inside the 100 year Flood Zone
- AE Floodway - Inside a Regulatory Floodway
- VE - Inside the 100 year Flood Zone w/ Velocity Hazard
- X_500 - Inside the 500 year Flood Zone
- X - Outside the 500 year Flood Zone
- Zoning

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,

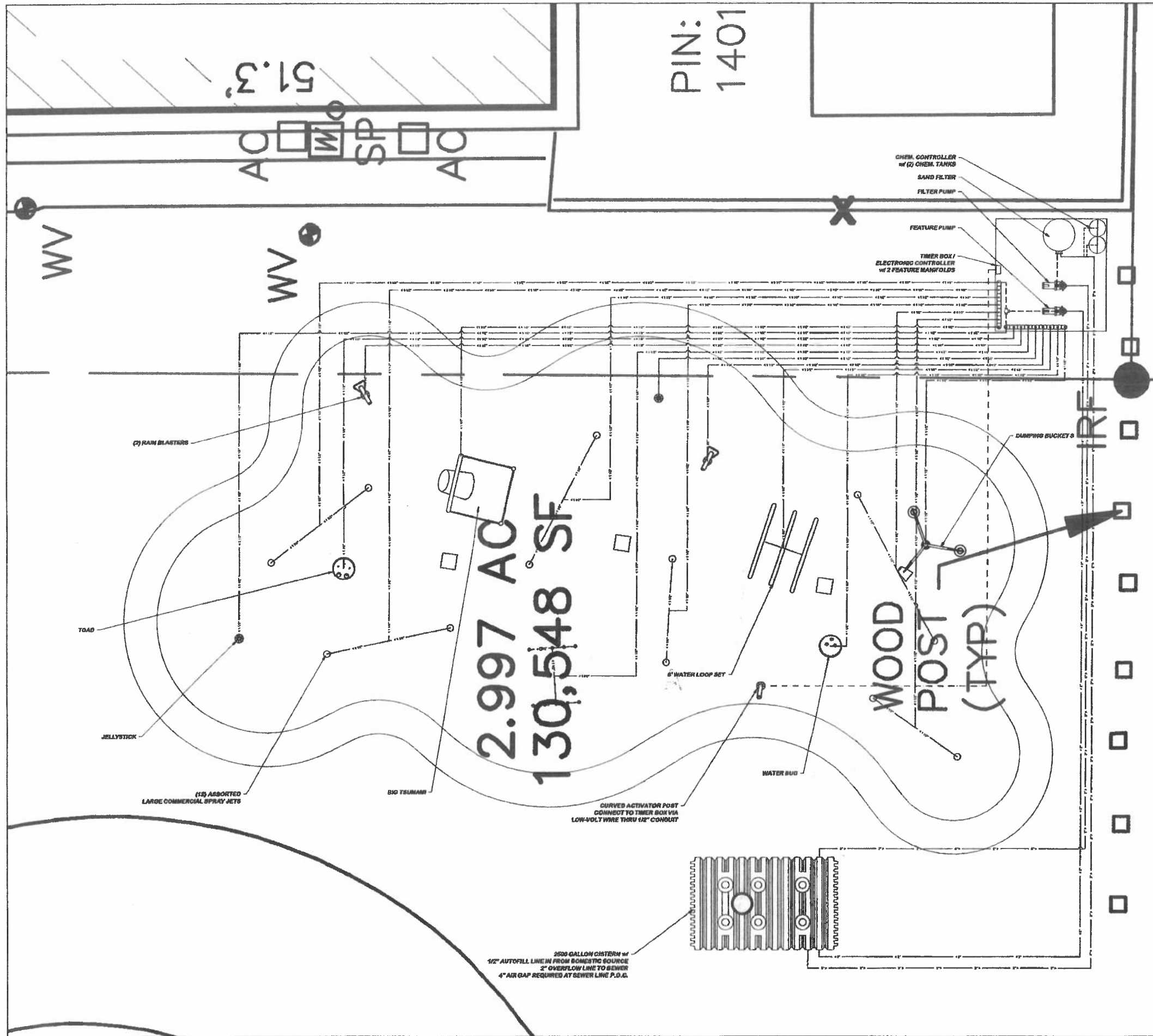
With the low density of this project and the natural features, there's more than a few methods of managing the small increase of stormwater runoff to the existing runoff rates. There's not many projects on Tybee with no challenges to stormwater design.

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



- PLUMBING NOTES:**
- PIPING IS DIAGNOSTIC. 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) TEN
 - 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: **SP1.2**
 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

DAVIS ENGINEERING
PO Box 1663 Tybee Island, Georgia 31328

January 30, 2024

George Shaw, Director of Community Development
City of Tybee Island
P.O. Box 2749
Tybee Island, GA 31328 Phone (912) 786-4573 Fax: (912) 786-9539

RE: 15th Street Splashpad

Dear Mr. Shaw:

My review is limited to drainage compliance. I have not attempted to duplicate the work of the Planning Commission or City staff with regard to water & sanitary sewer services, setbacks, density, zoning, tree protection, ADA, or subdivision regulation compliance issues.

I find that the drainage design should captures all runoff from disturbed areas and properly manage it to avoid any increased runoff from this site, in accordance with Tybee Code.

Within the scope of my design review, to the best of my knowledge and belief, it is my opinion the proposed work complies with the drainage requirements of the Land Development Code of the City of Tybee Island. Any recommendations do not relieve the project of the requirement to obtain any other required permits, approvals, etc... by the GA D.O.T. or other governmental body or authority having jurisdiction over any portion of this project.

Please contact me if you have any questions on this matter

Sincerely,



Downer K. Davis, Jr., P.E.

2240110B

George Shaw

From: Brett Loehr <brett@hoteltybee.com>
Sent: Tuesday, January 30, 2024 10:30 AM
To: George Shaw
Subject: Re: evaporation rates

Think these facts combined with the hotel putting in a shallow well to completely take the hotel's irrigation system for the gardens off the city should be enough to satisfy anyone. Our irrigation system has burnt a hole in my pocket...I'll be thrilled to get the well installed.

- A splash pad holds the water underground limiting evaporation when compared to a pool
- A splash pad is turned on and off by hitting a 30 minute timer versus a pool allowing constant evaporation
- Unlike a pool that is evaporating even at night when closed...evaporation would be nearly "0" from 10pm to 9am.
- A splash pad holds 1000 gallons of water versus a pool holding 20,000 - 30,000 gallons
- Evaporation in our high humidity climate is lower than most locations in the US. When the relative humidity is at 100%...evaporation stops occurring despite our high temps.

Respectfully,

Brett L. Loehr, CHA
General Manager

HOTEL TYBEE

1401 Strand

PO Box 2880

Tybee Island, Georgia 31328

Website: www.hoteltybee.com

Office Phone Direct: (912) 712-7500

HOTEL TYBEE RESERVATIONS (912) 786-7777

Fax (912) 786-4531

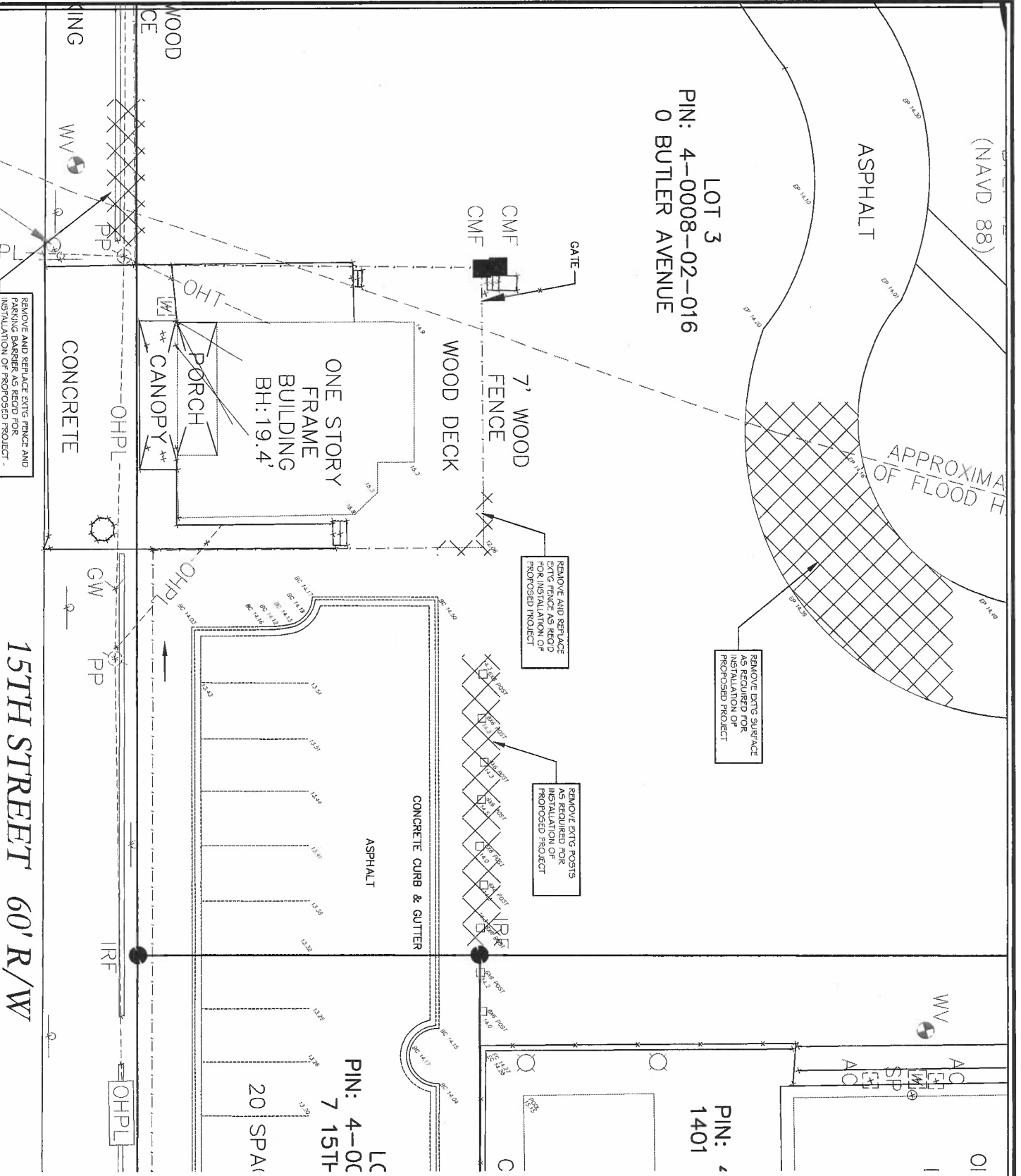
**"Education is a lifelong journey
whose destination expands as you travel"**

This message, including any attachments, contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, please contact the sender immediately by reply e-mail and destroy all copies. You are hereby notified that any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

On Tue, Jan 30, 2024 at 8:26 AM George Shaw <gshaw@cityoftybee.gov> wrote:

Brett,

LOT 3
PIN: 4-0008-02-016
0 BUTLER AVENUE



EXISTING SITE AND DEMOLITION PLAN

15TH STREET 60'R/W

SPECIAL P.F. NOTES:
1. CONTRACTOR TO VERIFY FROM ELEVATIONS FROM TO ANY CONSTRUCTION...
2. CONTRACTOR TO COORDINATE WITH CITY OF TRIBE ISLAND...
3. CONTRACTOR TO OBTAIN A E.O.W. PERMIT FROM TO...
4. CHLORINATED DISINFECTED WATER SHALL NOT BE DISCHARGED INTO THE STORMWATER SYSTEM.

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 CONSTRUCTION ACTIVITIES AND FOR AVOIDING CONFLICT WITH SAME AND TO BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITIES OF THE CONTRACTOR.
3. CONTRACTOR IS TO COORDINATE ALL DEMOLITION RELOCATED OR GIVEN TO THE OWNER WILL BECOME THE PROPERTY OF THE CONTRACTOR.
4. REMOVE ALL TREES AS NECESSARY FOR PROPOSED CONSTRUCTION.
X TREES TO BE REMOVED

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 TRIBE ISLAND PLANNING AND ZONING DEPARTMENT.

SPECIAL BUILDING SET BACK LINE NOTES:
1. THE BUILDING OUTLINE SHOWN ON THE PLANS IS ASSUMING THE MOST OUTSIDE PART OF THE BUILDING.
2. THE MOST OUTSIDE PART OF THE BUILDING INCLUDES ALL SIDING, SHUTTERS, GUTTERS, DOWNSPOUTS, DOWNSPUT BOOTS, FLASHING 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, PROJECTS OUTSIDE OF THE BUILDING SET BACK LINE VERTICALLY FROM THE GROUND LINE TO THE BOTTOM OF THE ROOF OVERHANG. GUTTER DENTS ARE TO BE INCLUDED AS PART OF THE ALLOWED OVERHANG.
4. CONSULT THE TRIBE PLANNING AND ZONING DEPARTMENT FOR BUILDING SET BACK LINE REQUIREMENTS IF A GUTTER SYSTEM IS UTILIZED AND FOR DOWNSPOUTS, DOWNSPUT BOOTS, FLASHING, ELEVATOR SHAFTS, ROOF DECKS, STAIRS AND AC COMPRESSORS.
5. CONSULT THE TRIBE 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, DOWNSPUT BOOTS, TRIM, WATER TABLE OR ANY AESTHETIC WORK, ETC.) EXTENDS OVER THE BUILDING SET BACK LINE WITHOUT A VARIANCE.

LEGEND

ITEM	EXISTING	PROPOSED
TOPSO	---	---
CONTOURS	---	---
DRAINAGE FLOW	---	---
ARROWS	---	---
TOP OF PARKING SLAB	---	---

LEGEND

NEW	EXISTING	DESCRIPTION
[Symbol]	[Symbol]	BUILDING
[Symbol]	[Symbol]	RESURFACE ASPHALT PAVEMENT
[Symbol]	[Symbol]	ASPHALT PAVEMENT TYPE 1
[Symbol]	[Symbol]	ASPHALT PAVEMENT TYPE 1.1
[Symbol]	[Symbol]	CONCRETE PAVEMENT
[Symbol]	[Symbol]	CONCRETE SIDEWALK
[Symbol]	[Symbol]	STORM DRAIN LINE
[Symbol]	[Symbol]	SANITARY SEWER LINE
[Symbol]	[Symbol]	WATER LINE
[Symbol]	[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	[Symbol]	GAS VALVE
[Symbol]	[Symbol]	WATER VALVE
[Symbol]	[Symbol]	WATER METER
[Symbol]	[Symbol]	FIRE HYDRANT
[Symbol]	[Symbol]	SIGN
[Symbol]	[Symbol]	FLARED END SECTION
[Symbol]	[Symbol]	SPOT ELEVATION
[Symbol]	[Symbol]	CONTOUR
[Symbol]	[Symbol]	INVERT ELEVATION
[Symbol]	[Symbol]	CHAIN LINK FENCE
[Symbol]	[Symbol]	DITCH INVERT
[Symbol]	[Symbol]	PROPERTY LINE
[Symbol]	[Symbol]	IRON PIN FOUND
[Symbol]	[Symbol]	TOP OF WALK
[Symbol]	[Symbol]	TOP OF PAVEMENT
[Symbol]	[Symbol]	FINISHED GRADE
[Symbol]	[Symbol]	TOP OF STONE
[Symbol]	[Symbol]	TOP OF GUTTER
[Symbol]	[Symbol]	TOP OF CURB

SPECIAL AND VETINE NOTES:
1. BUILDINGS IN VET ZONES ARE TO HAVE THE FINISHED FLOOR SET A MINIMUM OF 1' ABOVE FLOOD.
2. BUILDINGS IN VET ZONES ARE TO HAVE THE LOWEST HORIZONTAL STRUCTURAL MEMBER SET A MINIMUM OF 1' ABOVE FLOOD.
3. BUILDINGS IN VET AND VE ZONES ARE TO HAVE ALL STRUCTURAL PLUMBING, HVAC, DISTIBUTION AND OTHER EQUIPMENT TO BE A MINIMUM OF 1' ABOVE FLOOD.
4. FLOOD VENTS ARE REQUIRED IN VET ZONES AND ARE TO HAVE 1" SQUARE NOTCH TO ALLOW FLOOD WATER TO PASS THROUGH WITH A MAXIMUM ROUGH OPENING AREA AND PRESURE. BOTTOM OF OPENING SHALL BE 12" OR LESS ABOVE FINISHED GRADE.
5. BREAK AWAY WALLS ARE REQUIRED IN VET ZONES.
6. CONTRACTORS ARE TO VERIFY AND REPORT TO THE TRIBE PLANNING AND ZONING DEPARTMENT TO MAKE SURE BUILDING ELEVATIONS ARE SET AS PER CODE.

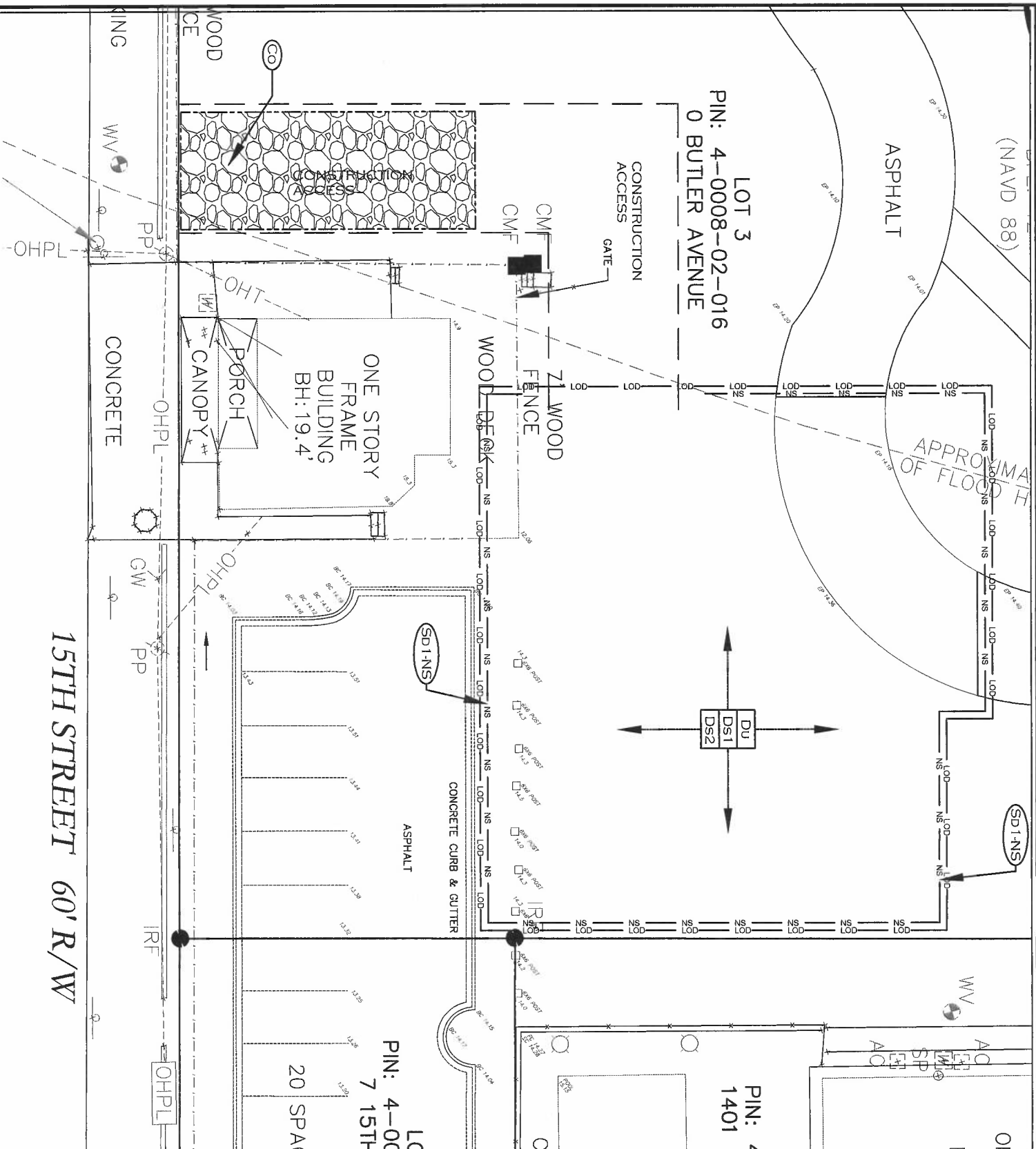
GEORGIA D.O.T. NOTES:
1. ANY AND ALL WORK WITHIN ANY GEORGIA D.O.T. RIGHT-OF-WAY MUST BE APPROVED AND PERMITTED THROUGH THE GEORGIA D.O.T.
2. CONTRACTOR'S RESPONSIBILITY.

NOTES:
1. THIS DEVELOPMENT IS TO BE CONFORMING TO F.I.R.M. COMMUNITY MAP NUMBER 1234567890 SELECTED BY THE TRIBE ISLAND PLANNING AND ZONING DEPARTMENT.
2. CONTRACTOR'S RESPONSIBILITY.

Survey Information:
Survey: COLEMAN SURVEYING
Date of Survey: 11-19-24
Drawn: MAND 1934

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

SCALE: 1" = 10'
0 10' 20' 25'



SOIL EROSION AND SEDIMENT CONTROL PLAN - PHASE I

STREAM BUFFER ENCROACHMENT NOTES :

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

BMP REMOVAL NOTE :
 1. RETROFITS, PERIMETER SILT FENCE AND CONSTRUCTION EXIT TO BE LEFT IN PLACE WITH PERMANENT STABILIZATION HAS OCCURED.

LEVEL II CERTIFICATION
 NO. 2104
 ISSUED 11-5-05
 EXPIRES 11-5-26

Item #9.

SOIL EROSION LEGEND

(SD1-NS)	NON SENSITIVE TYPE SEDIMENT BARRIER
(SD1-S)	SENSITIVE TYPE SEDIMENT BARRIER
(SD1-HB)	TEMPORARY HAY BALS
(CO)	CONSTRUCTION EXIT
(B1)	MULCHING
(B2)	DISTURBED AREA STABILIZATION WITH TEMPORARY SEEDING
(B3)	DISTURBED AREA STABILIZATION WITH PERMANENT SEEDING
(B4)	DISTURBED AREA STABILIZATION WITH SOBBANS
(CD-S)	CHECK DAM
(ST)	STORM DRAINAGE OUTLET PROTECTION
(SD2)	INLET SEDIMENT TRAP
(SD3)	SEDIMENT TRAP
(G)	GEOTEXTILE
(G1)	CHANNEL STABILIZATION VEGETATION MAT CONCRETE
(LV)	LEVEL SPREADER
(RT)	RETROFIT
(DU)	DUST CONTROL
(SK)	FLOATING SURFACE SHOULDER



Survey Information:
 Survey: 7' CONCRETE SURVEILING
 Date: 11/19/24
 Drawn: NAVD 1985

Erosion and Sediment Control Phasing

Initial Phase (Phase I)

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

Intermediate Phase (Phase II)

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

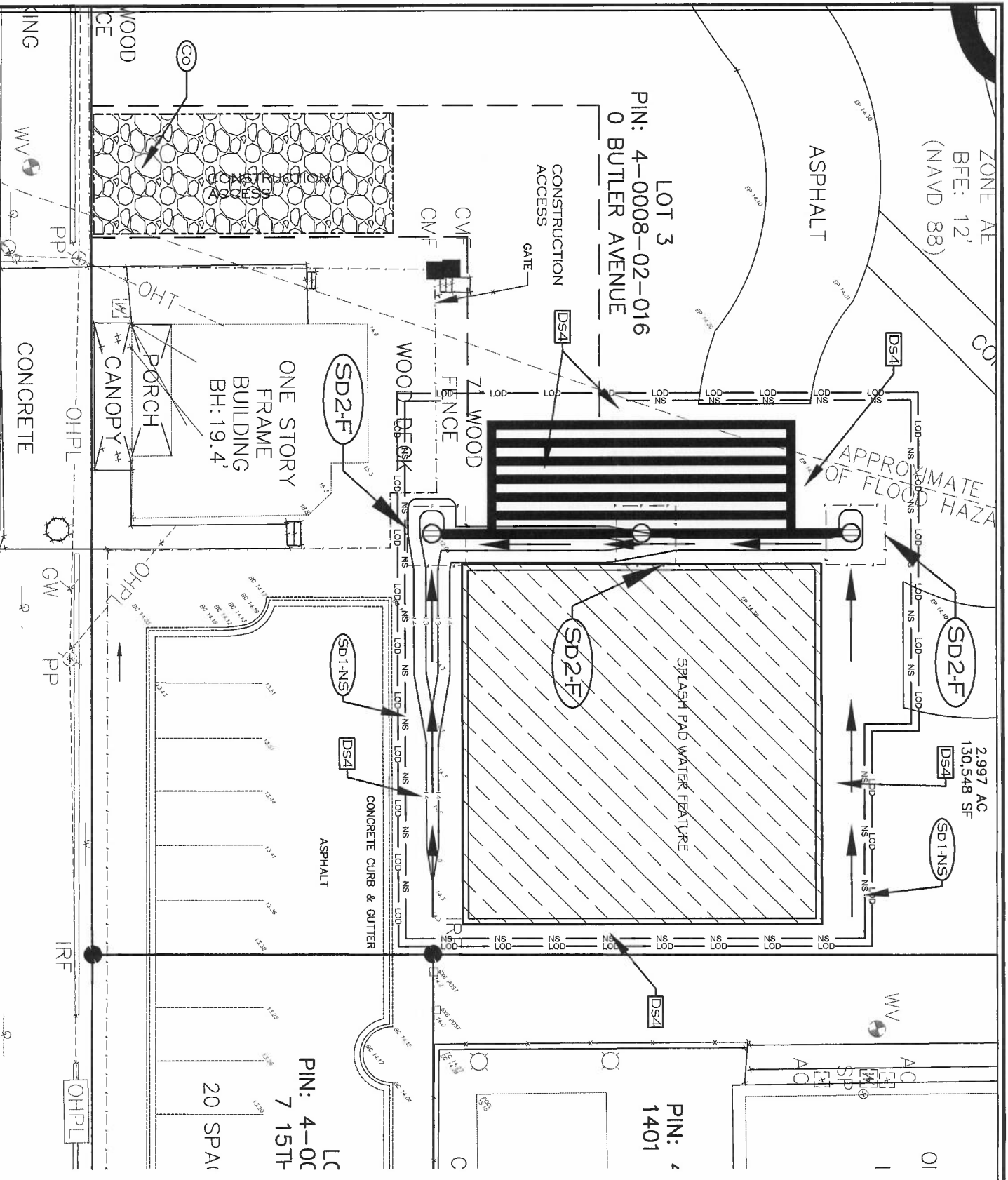
Final Phase (Phase III)

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

PHASE I CONSTRUCTION NOTE:
 IF THE CONTRACTOR WANTS TO OBTAIN RESPONSIBILITY FOR THE CONSTRUCTION OF AN EROSION CONTROL STRUCTURE OR CONSTRUCTION EXIT IN THE PHASE I SPECIFICATIONS FOR CONSTRUCTION STAGING AND PHASE II TO BE OBTAINED FOR ANY WORK OR IMPROVEMENTS REQUIRED BY THE PHASE I SPECIFICATIONS TO BE CONSTRUCTED OUTSIDE OF SAID EROSION CONTROL STRUCTURES.



	<p>ULI TESS PROTECTION CENTER 1-800-888-2711</p>	<p>SPLASH PAD PROJECT 1401 STRAND AVENUE TYBEE ISLAND, GEORGIA FOR TYBEE HOTEL TYBEE ISLAND, GEORGIA</p>	<p>DESIGNED: --- DRAWN: MAB CHECKED: ---</p> <p>DATE: JANUARY 19, 2024</p> <p>JOB NO. ---</p> <p>SCALE: as shown</p>		<p>BOSWELL DESIGN SERVICES, INC.</p> <p>OFFICE: 4700 EAST HIGHWAY 80 Unit N, Suite 1 MAILING: 103 NASSAU DRIVE SAVANNAH, GEORGIA 31410 912 - 897 - 6932 LAHBOS@Bellsouth.net</p>	<p>REVISIONS</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%;">NO.</td> <td style="width:15%;">DESCRIPTION</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION				
NO.	DESCRIPTION											
<p>C-3</p> <p>DRAWING NUMBER</p> <p>3 OF 6 SHEETS</p>												



SOIL EROSION AND SEDIMENT CONTROL PLAN - PHASE III

15TH STREET 60' R/W

SOIL EROSION LEGEND

- NON SEDIMENT TYPE SEDIMENT BARRIER
- SUSPENSIVE TYPE SEDIMENT BARRIER
- TEMPORARY SAW BALES
- CONSTRUCTION EXIT
- MULCHING
- DISTURBED AREA STABILIZATION WITH TEMPORARY SEEDING
- DISTURBED AREA STABILIZATION WITH PERMANENT SEEDING
- CHECK DAM
- STORM DRAINAGE OUTLET PROTECTION
- INLET SEDIMENT TRAP
- SEDIMENT TRAP
- GEOTEXTILE
- CHANNEL STABILIZATION VEGETATION MAT CONCRETE
- LEVEL SPREADER
- RETENTION
- DUST CONTROL
- FLOTTING SURFACE SIMULER

SPECIAL CONSTRUCTION NOTE:
 IF THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO BE CONFLICT WITH THE PROVISIONS OF THE CONSTRUCTION STANDARDS AND FAILS TO REPORT THE PROVISIONS TO THE ENGINEER, HE SHALL NOT BE HELD RESPONSIBLE FOR THE PROVISIONS. THE CONTRACTOR SHALL BE REQUIRED TO BE RE-INSTRUCTED BEFORE ANY WORK BEGINS OR COMMENCEMENT OF CONSTRUCTION.

WETLANDS NOTE:
 ALL WETLANDS ARE UNDER JURISDICTION OF THE CORPS OF ENGINEERS AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN NECESSARY PERMITS AND VARIANCES FROM THE CORPS OF ENGINEERS AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES.

- SD1-NS
- SD1-S
- SD1-HB
- CO
- DS1
- DS2
- DS3
- DS4
- CD-S
- ST
- SD2
- SD3
- SD4
- GN
- CH
- LV
- RT
- Du
- SK

STREAM BUFFER ENCROACHMENT NOTES:

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

BMP REMOVAL NOTE:
 1. RETAINERS, PERMITSER SILT FENCE UNTIL FINAL STABILIZATION HAS OCCURRED.

Survey Information:
 Survey: COLEMAN SURVEYING
 Date of Survey: 7/1/2024
 Station: 14401 1500

Erosion and Sediment Control Phasing

Initial Phase (Phase I)

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

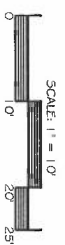
Intermediate Phase (Phase II)

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

Final Phase (Phase III)

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

LEVEL II
 CERTIFICATION
 NO. 21104
 ISSUED 11-5-05
 EXPIRES 11-5-26



Item #9.

		SPLASH PAD PROJECT 1401 STRAND AVENUE TYBEE ISLAND, GEORGIA FOR TYBEE HOTEL TYBEE ISLAND, GEORGIA	DESIGNED: MAB DRAWN: MAB CHECKED: MAB DATE: JANUARY 19, 2024 JOB NO.: SCALE: as shown	BOSWELL DESIGN SERVICES, INC. OFFICE: 4700 EAST HIGHWAY 80 Unit N, Suite 1 MAILING: 103 NASSAU DRIVE SAVANNAH, GEORGIA 31410 912 - 897 - 6932 LAHBOS@Bellsouth.net	REVISIONS
		SOIL EROSION AND SEDIMENT CONTROL PLAN - PHASE III	5 OF 6 SHEETS		

SOIL EROSION & SEDIMENTATION CONTROL NOTES

1. NARRATIVE OF THE EXISTING SITE CONDITIONS AND EXISTING HOTEL STRUCTURE WITH TREE AND THE GROUND IS GENERALLY FLAT WITH SLOPES BETWEEN 0 PERCENT AND 2 PERCENT. THE PROPOSED PROJECT WILL BE THE INSTALLATION OF A SPLASH PAD FEATURE WITH UNDERGROUND DRAINAGE. THE TOTAL SITE IS APPROXIMATELY 1.33 ACRES WITH THE ESTIMATED DISTURBED AREA TO BE 0.55 ACRES.
2. DEVELOPER / CONTRACTOR : TYBEE HOTEL
1401 STRAND AVENUE
TYBEE ISLAND, GEORGIA 31328
3. 24 HOUR CONTACT : BRENT LORSH
912-786-7777
4. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE CURRENT STATE SOIL AND WATER CONSERVATION COMMITTEE OF GEORGIA MANUAL FOR EROSION CONTROL IN GEORGIA.
5. PRIOR TO ANY OTHER CONSTRUCTION, STABILIZED CONSTRUCTION EXITS SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE. ALL ENTRANCES TO THE SITE WHICH ARE NOT PROTECTED SHALL BE BARRICADED.
6. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION EXITS, ALL PERMETER EROSION CONTROL DEVICES AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
7. ADDITIONAL EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THOSE ANTICIPATED. EROSION CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING ANY PHASE OF CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
8. THE LOCATIONS OF EROSION CONTROL DEVICES SHALL BE ADJUSTED AS CONSTRUCTION PROGRESSES IN ORDER TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM.
9. THE FAILURE OF ANY EROSION CONTROL DEVICE TO FUNCTION AS INTENDED, FOR ANY REASON, SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
10. EROSION CONTROL DEVICES SHALL BE INSPECTED AFTER EACH RAINFALL EVENT AND AT LEAST DAILY DURING PROLONGED PERIODS OF CONTINUOUS RAINFALLS.
11. EROSION CONTROL DEVICES SHALL BE CLEANED WHEN THEY BECOME HALF FILLED WITH SEDIMENT.
12. EROSION CONTROL DEVICES SHALL BE REPAIRED AS NECESSARY TO MAINTAIN A FUNCTIONING EROSION CONTROL SYSTEM.
13. EROSION CONTROL DEVICES SHALL BE MAINTAINED UNTIL PERMANENT COVER IS ESTABLISHED AND THEN REMOVED SO THAT DRAINAGE FROM THE SITE IS NOT IMPAIRED.
14. STORM WATER DETENTION DEVICES SHALL BE CLEANED AS SPECIFIED ABOVE AND AFTER PERMANENT GROUND COVER HAS BEEN ESTABLISHED.
15. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING.
16. ANY DISTURBED AREAS WITH SLOPES 2:1 OR FLATTER WHICH ARE NOT STABILIZED BY ANY OTHER MEASURES SHALL BE SEEDED AS SPECIFIED IN PERMANENT SEEDING.
17. VEGETATIVE METHODS:
 - A. VEGETATIVE COVER SHALL BE ESTABLISHED AND MAINTAINED OVER ALL FINAL GRADING AND OTHER DISTURBED AREAS OF THE SITE. SEE COASTAL PLAIN VEGETATIVE COVERS FOR AN OUTLINE OF THE ESTABLISHMENT OF VEGETATIVE COVERS.
 - WEEKLY INSPECTION OF THE GRASS COVER SHALL BE PERFORMED TO IDENTIFY AREAS REQUIRING RE-ESTABLISHMENT OF GRASS.
18. MULCH:
 - MULCH SHALL BE UNCHOPPED, UNROOTED, SMALL GRAIN DRY STRAW APPLIED AT A RATE OF 2 TONS PER ACRE. MULCH MATERIAL SHALL BE DELIVERED FROM ALL AREAS OF THE PROJECT TO THE SITE. MULCH SHALL BE APPLIED TO ALL FLOORS, CANADA THISTLE, JOHNSONGRASS AND QUACKGRASS. SPREAD MULCH MECHANICALLY OR MANUALLY BY HAND. MULCH ANCHORING SHALL BE ACCOMPLISHED IMMEDIATELY AFTER MULCH PLACEMENT TO MINIMIZE LOSS BY WIND OR WATER. THIS MAY BE DONE BY PEG AND TINE METHOD, MULCH ANCHORING TOOL, NETTING OR LIQUID MULCH BINDERS.
 - SOIL TYPE: THE SOILS IN THIS AREA HAVE BEEN CLASSIFIED BY THE SOIL CONSERVATION SERVICE AS BEING Cric (Chilipay-Ulbon Complex).
 - THIS SEEDING PLAN IS WITHIN THE 2008-2012 EROSION CONTROL PLAN FOR THE TYBEE HOTEL, GEORGIA. PROJECT NUMBER: 10056692310. MAP REVISION: 01/16/2014.
 - THIS SITE IS IN THE 2008-2012 EROSION CONTROL PLAN FOR THE TYBEE HOTEL, GEORGIA. PROJECT NUMBER: 10056692310. MAP REVISION: 01/16/2014.

CLEARING NOTES:

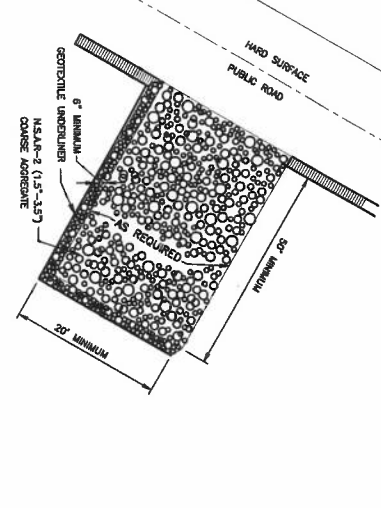
1. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES AND FOR AVOIDING ALL CONFLICTS WITH SAME. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
3.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

TENTATIVE ACTIVITY SCHEDULE

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

COASTAL PLAIN VEGETATIVE COVERS

MONTH OF PLANTING	TEMPORARY GRASS	RATE	MONTH OF PLANTING	PERMANENT GRASS	RATE
JANUARY - MARCH	ANNUAL LESPEDEZA	10 Lbs./Ac	MARCH - JUNE	CENTPEDE SOD OR COMMON BERMUDA (RILLED)	10 Lbs./Ac
MARCH - JUNE	COMMON BERMUDA (RILLED)	10 Lbs./Ac	MARCH - JUNE	COMMON BERMUDA (RILLED)	10 Lbs./Ac
APRIL - AUGUST	BROWN TOP MILLET	40 Lbs./Ac	JULY - AUGUST	COMMON BERMUDA (RILLED) OR CENTPEDE SOD	10 Lbs./Ac
SEPTEMBER - FEBRUARY	RICGLASS	40 Lbs./Ac	SEPTEMBER - FEBRUARY	COMMON BERMUDA (UNRILLED) OR CENTPEDE SOD	10 Lbs./Ac



TEMPORARY CONSTRUCTION EXIT



SILT FENCE - TYPE NON-SENSITIVE

PERFORMANCE EVALUATION

For a product or process to be considered as a sediment control measure, it must have a demonstrated 1-factor or greater than 0.05% for non-erosive flows or a greater than 0.05% for erosive flows. The product must be approved by the Georgia Department of Transportation and approved products list provided.

Table #271: Criteria for Sediment Barrier

Land Slope	Length	Material
2:1	100'	100'
3:1	50'	50'
4:1	25'	25'
5:1	10'	10'

Table #272: Parameters for Wood Posts

Post Type	Post Size	Post Spacing	Post Length
1	3" dia x 24"	1.5' x 1.5'	120" to 144"
2	3" dia x 24"	1.5' x 1.5'	120" to 144"
3	3" dia x 24"	1.5' x 1.5'	120" to 144"

Table #273: Parameters for Metal Posts

Post Type	Post Size	Post Spacing	Post Length
1	1 1/2" x 1 1/2"	1.5' x 1.5'	120" to 144"
2	1 1/2" x 1 1/2"	1.5' x 1.5'	120" to 144"
3	1 1/2" x 1 1/2"	1.5' x 1.5'	120" to 144"

FASTENERS FOR SILT FENCES

DESIGNED AT TYBEE HOTEL

NOTES: SEE ALL NOTES ON THE EROSION CONTROL PLAN AND THE EROSION CONTROL PLAN FOR THE TYBEE HOTEL, GEORGIA. PROJECT NUMBER: 10056692310. MAP REVISION: 01/16/2014.

BOSWELL DESIGN SERVICES, INC.

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

DESIGNED: MAB
DRAWN: MAB
CHECKED: MAB
DATE: JANUARY 19, 2024
JOB NO.:
SCALE: as shown

REVISIONS:

6 OF 6 SHEETS

C-6

DRAWING NUMBER

TYBEE HOTEL
1401 STRAND AVENUE
TYBEE ISLAND, GEORGIA

NOTES AND DETAILS

SPASH PAD PROJECT
1401 STRAND AVENUE
TYBEE ISLAND, GEORGIA
FOR
TYBEE HOTEL
TYBEE ISLAND, GEORGIA

File Attachments for Item:

10. Statewide Mutual Aid Agreement - GEMA



Chatham Emergency Management Agency
124 Bull Street, Room 140
Savannah, Georgia 31401
Office: 912-201-4500



January 8, 2024

Michelle Owens
City Manager
The City of Tybee Island
P.O. Box 2749
Tybee Island, GA 31328

Dear Mrs. Owens,

Every four years, the Georgia Emergency Management Agency (GEMA) renews Statewide Mutual Aid Agreements (SWMAA) between political jurisdictions throughout Georgia. The current SWMAA is set to expire on March 1, 2024. This SWMAA supports and compliments the existing Local Disaster Mutual Aid Agreement between your jurisdiction and Chatham County.

These agreements, collectively, solidify cooperative relationships and define how assistance to and from your jurisdiction will be coordinated and managed when requested. These Agreements are also designed to ensure connectivity for resources from CEMA and GEMA during emergency and disaster situations. Both documents are in line with the Georgia Emergency Management Act O.C.G.A §38-3-29 and the Chatham County Emergency Management Ordinance §4-304.1.c.

Attached, please find 1) A fact sheet providing more information about the SWMAA; 2) the previous SWMAA signed by your jurisdiction in 2020, and 3) the current SWMAA as distributed by GEMA.

Thank you for your continued support. We are one community, and the efforts you have taken ensure the whole community will be as prepared as possible. If I can answer any questions, please don't hesitate to contact me at 912-201-4500.

Best,

Dennis Jones, CEM, GAPEM
Director
Chatham Emergency Management Agency

Enclosures



Statewide Mutual Aid Agreement (SWMAA) FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

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Statewide Mutual Aid and Assistance Agreement- 2020

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Shirley Sessions
Chief Executive Officer - Signature

Shirley Sessions
Chief Executive Officer - Print Name

County/Municipality: CITY OF TYBEE ISLAND

Date: 05 / 18 / 2020

[Signature]
GEMA/HS Director - Signature
Deputy Director

Thomas R. Moore
GEMA/HS Director - Print Name
Deputy Director

Date: 7 / 17 / 2020

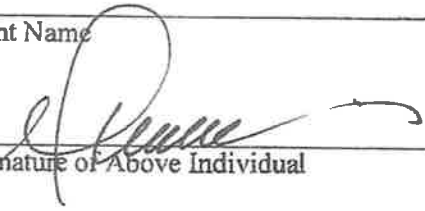
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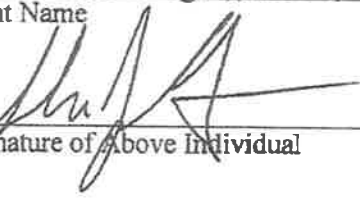
APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for THE CITY OF TYBEE ISLAND, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above named county/municipality:

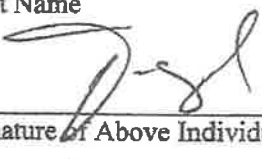
DENNIS JONES CEMA DIRECTOR
Print Name Job Title/Position


Signature of Above Individual

Shaun Gilen City Manager
Print Name Job Title/Position


Signature of Above Individual

Todd Smith EMA Director
Print Name Job Title/Position


Signature of Above Individual

Shirley Sessions Date: 05.18.2020
Chief Executive Officer - Signature

Shirley Sessions
Chief Executive Officer - Print Name

Statewide Mutual Aid and Assistance Agreement- 2020

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for THE CITY OF TYBEE ISLAND for the purpose of reimbursement sought for mutual aid:

Shawn Gillem City Manager
Print Name Job Title/Position
[Signature]
Signature of Above Individual

MELISSA FREEMAN Finance Administrator
Print Name Job Title/Position
[Signature]
Signature of Above Individual

Jen Amerell Finance Director
Print Name Job Title/Position
[Signature]
Signature of Above Individual

[Signature]
Chief Executive Officer - Signature

Date: 05.18.2020

SHIRLEY SESSIONS

Chief Executive Officer - Print Name

Statewide Mutual Aid and Assistance Agreement- 2020

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: CITY OF TYBEE ISLAND

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: CITY OF TYBEE ISLAND

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for CITY OF TYBEE ISLAND (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above- named county/municipality:

DENNIS T. JONES

CEMA DIRECTOR

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name

File Attachments for Item:

11. Resolution 2024-02: Support for Legislation on Promoters

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY OF TYBEE ISLAND, GEORGIA TO SPECIFICALLY REQUEST MEMBERS OF THE LOCAL DELEGATION, INCLUDING SENATOR BENJAMIN L. WATSON AND REPRESENTATIVE JESSE L. PETREA TO SPONSOR AND SUPPORT LOCAL LEGISLATION TO BE INTRODUCED THAT WOULD ALLOW THE CITY TO SEEK DAMAGES OR OTHER LEGAL RELIEF FROM SPONSORS AND PROMOTERS OF UNPERMITTED EVENTS

WHEREAS, the City of Tybee Island, Georgia (“City”) has been the site of unpermitted events over many years, which on many occasions have resulted in significant risk to public safety by generating gun fire, physical injuries, property damage and utter disregard for all rules and ordinances of the City and laws of the state of Georgia; and

WHEREAS, the unpermitted events create additional challenges and burdens for the City staff including but not limited to overtime for workers on public safety to monitor crowds and traffic, emergency responders addressing vastly increased incidents of life threatening situations as well as for public works and sanitation to address large amounts of debris and other destruction of public property;

WHEREAS, in addition to the taxing of the City’s own staff and resources, the City has had to expend additional monies to obtain additional resources including but not limited to hiring additional police and emergency personnel from other agencies to assist in the protection of persons and property as well as addressing crowd control; and

WHEREAS, this increased workload and expenditures for the City as well as the hiring of resources from third parties creates a financial burden for the City which would not be necessary if the events had been properly permitted and operated; and

WHEREAS, the City has determined a need to request local legislation and/or general legislation in order to authorize the City to try and recoup some of these additional expenses created by unpermitted events; and

WHEREAS, the City needs legislative assistance in order to solidify a mechanism through which it can seek to recoup damages or other legal relief as a result of unpermitted events,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Tybee Island duly assembled that Senator Benjamin L. Watson and Representative Jesse L. Petrea are authorized and requested to prepare and/or sponsor legislation which would assist the City to seek damages or other legal relief associated with unpermitted events from the sponsors, promoters and operators of such events.

SO RESOLVED, this ____ day of _____, 2024.

ATTEST:

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jan LeViner, MMC
Clerk of Council

By: _____
Brian West, Mayor

By: _____
Monty Parks, Mayor Pro Tem and
Council Member

By: _____
William Garbett, Council Member

By: _____
Michael "Spec" Hosti, Council Member

By: _____
Tony Ploughe, Council Member

By: _____
Nick Sears, Council Member

By: _____
Kathryn Williams, Council Member

File Attachments for Item:

12. First Reading 2024-01 Sec 22-192, Times and Process for Collection of Trash and Other Refuse from Commercial Properties including from Dumpsters and other Receptacles and Address Noise from Idling Commercial Vehicles

ORDINANCE NO. 2024-01

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF TYBEE ISLAND, GEORGIA, TO ADDRESS THE TIMES AND
PROCESS FOR COLLECTION OF TRASH AND OTHER REFUSE FROM
COMMERCIAL PROPERTIES INCLUDING FROM DUMPSTERS AND
OTHER RECEPTACLES AND TO ADDRESS NOISE FROM IDLING
COMMERCIAL VEHICLES**

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

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

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

WHEREAS, the City has a mix of residential and commercial land uses which in certain locations are adjacent to each other; and

WHEREAS, some of the operations or businesses on the commercial properties include using commercial dumpsters or other containers which require collection and disposal at regular intervals; and

WHEREAS, the process of collecting and disposing of refuse from commercial dumpsters can cause loud and disturbing sounds to adjacent property owners; and

WHEREAS, it is desirable to provide regulations as the timing of collections and disposals from commercial dumpster or other receptacles to limit any unreasonable interference with adjacent property owners; and

WHEREAS, at times commercial vehicles that are idling or waiting can create noise that disturbs citizens and surrounding property owners; and

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island that the Code of Ordinances will be amended as follows:

SECTION 1

Section 22-192 is amended by adding section (b)(3) to address noise due to collection and disposal services on property as follows:

(b)(3) The following additional requirements shall apply to private businesses which operate in the City and provide solid waste collection and disposal services to dumpsters or similar trash receptacles:

a. No person or entity shall engage in the collection, transportation or disposal of any solid waste or recyclables from dumpsters, containers or receptacles of any kind or type between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and 9:00 p.m. to 9:00 a.m. on weekends, except in those locations where compliance would pose a threat to public health, safety and welfare, which must be identified by the person or entity engaged in the collection, transportation or disposal of any solid waste or recyclable and approved by the Code Enforcement Official.

b. In those locations where compliance would pose a threat to public health, safety and welfare, the Code Enforcement Official shall consult with the sanitation or disposal company and the affected property owner to determine if compliance would constitute such a threat. If compliance would not pose a threat to public health, safety or welfare, collection must comply with the time prohibitions listed above.

c. If the Code Enforcement Official determines that collection during prohibited time is warranted, City staff will work with the sanitation or disposal company to minimize noise generated by the collection/disposal efforts. This would include but not be limited to modifying equipment to muffle or lessen noise, increasing driver education on safety and service issues through better training, and evaluation of possible dumpster relocation.

d. If the sanitation or disposal company fails to cease collection during prohibited times or to minimize the noise generated by collection, the person(s) directing/managing the operation of the company and the employee whose acts violated the terms of this ordinance will be considered a violation of this article and subject to prosecution through the City's court system.

SECTION 2

Section 22-113 is added which provides:

No commercial vehicle will be permitted to sit with its engine idling for more than 10 minutes between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and 9:00 p.m. to 9:00 a.m. on weekends.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

This Ordinance shall become effective on _____ day of _____, 2024.

ADOPTED THIS ___ DAY OF _____, 2024.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

13. Bubba Hughes: Ante Litem: Amy Spell Cribbs

*sent email
to PD & FD*

January 23, 2024

VIA FEDERAL EXPRESS
VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mayor Brian West
City of Tybee Island, Georgia
403 Butler Avenue
Tybee Island, GA 31328

Re: Ante Litem Notice of Tort Claim
Our Client: Amy Spell Cribbs
Date of Incident: September 3, 2023
Your Claim No: Please Advise

To Mayor Brian West:

Within six (6) months of the date described above, this Notice is being sent pursuant to the requirements of O.C.G.A. § 36-33-5 to provide you with a thirty (30) day opportunity for adjustment of a tort claim against the City as a result of the following incident:

- (a) Name of the City Government entity involved: Tybee Island, GA
- (b) Time: September 3, 2023 at 12:30 AM
- (c) Place: Sidewalk on the South Side of Butler Boulevard between 13th and 14th Streets, in front of 1311 Butler Boulevard. Please refer to the photographs attached hereto as Exhibit A.
- (d) Nature of Loss Suffered: Concussion with brief loss of consciousness, right thigh pain, left shin pain, left ankle pain, and back pain.
- (e) Amount of Loss Claimed: Amy Spell Cribbs has claims for her medical expenses, past and future, lost income, past and future in the amount of \$1,000,000.00 and a claim for her pain and suffering, mental and emotional suffering and any other noneconomic damages recoverable under all applicable laws in the amount of \$1,000,000.00.
- (f) Acts or omissions which caused the loss: late night/early morning on Labor Day Amy Spell Cribbs was walking on the sidewalk when she fell in a hole adjacent to the sidewalk and in front of a construction site. The area was poorly lit. Upon falling, Ms. Cribbs hit rebar causing her to lose consciousness.

No action to make a civil recovery for these claims will be commenced except upon the expiration of thirty days (30) following receipt of this notice, or the City's denial of the claim, whichever occurs first.

January 23, 2024
Page 2

The information supplied herein is provided for the purposes of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. Should you require additional information for that determination, please contact me at (912) 443-1024.

Sincerely



William Degenhart

WJD/tp

cc: Amy Spell Cribbs

File Attachments for Item:

14. Bubba Hughes: Anti Litem: Jenny Rutherford

ZEIGLER & WALKER, P.C.
ATTORNEYS AT LAW
636 STEPHENSON AVENUE, SUITE A
SAVANNAH, GEORGIA 31405
(912) 355-0328/FAX (912) 355-0345

January 12, 2024

Via UPS Overnight Shipping, USPS Certified and Regular Mail

Mayor Brian West
City of Tybee Island
P.O. Box 2749
403 Butler Avenue
Tybee Island, GA 31328

Re: 18 Pulaski Street, Tybee Island, GA

Dear Mayor West,

This firm represents Jenny Rutherford, the owner of the above-referenced property. I am writing to notify you of certain claims our client has against the City of Tybee Island (the "City") and the remedies she will hereafter seek to pursue. These claims arise from a stop work order the City illegally served upon my client in connection with her improvements to the above-referenced property on July 17, 2023.

It is our client's position that the ordinance our client is said to have violated (§3-020) does not, pursuant to its plain language, prohibit the construction our client had underway on July 17, 2023, when she was forced to stop work by the City. We also contend that said ordinance as written is ambiguous and uncertain at best, and such ambiguity is to be construed in favor of our client in furtherance of her free use of her property.

We have previously communicated our position to the City Attorney. We have also asked the City Attorney to tell us the definition of "ground footprint", as that phrase is used in said ordinance. The ordinance is written in the English language, so we invite you and members of council to read it yourself and determine what the definition of "ground footprint" is, and how that applies to what my client plans to do to her house. We urge you to read the ordinance carefully. We contend that none of the construction underway when the illegal stop work order was issued was outside of my client's ground footprint.

Additionally, my client has incurred damages because of the interference with her construction in the amount of \$50,000. These damages arise from lost rent and because her house and material have been and continues to be exposed to the elements since the stop work order was issued. Demand is hereby made for immediate payment of same and please consider this her ante litem notice pursuant to O.C.G.A. §36-33-5. We intend to file suit to seek damages for said amount but also for mandamus, declaratory and injunctive relief.

Please be governed accordingly.

Sincerely,



Joshua D. Walker
For the firm

cc. Attorney Edward M. Hughes
City Tybee Island
P.O. Box 2749
403 Butler Avenue
Tybee Island, GA 31328

File Attachments for Item:

16. Nick Sears: Supplemental Water System

CITY OF TYBEE ISLAND
SUPPLEMENTAL WATER SYSTEM

I. Errors

Misinformation is afoot. In 2021, I submitted a 5 million dollar solution to the City of Tybee Island's potable water problem. This solution was an alternative to the City's 23 million dollar solution (water from the Cretaceous Aquifer), and its 37 million dollar solution (surface water desalinization and treatment.)

The City's previous manager made the erroneous assumption that my solution was intended to replace the city water system. Because of this assumption, the city manager sent my report to Tybee's consulting engineer, who accurately and professionally estimated that this replacement would cost upwards of 48 million dollars.

The second error was committed when the consulting engineer's review and estimate were not shared with me. Not until January 2024 was I able to review that report and correct the errors.

As noted below, my 5 million dollar solution still stands.

II. The Correction

It must be made clear that the City of Tybee Island is not planning to replace its deep-well water system. The Island's water withdrawal permit #025-0027 allows it to draw 0.916 million gallons of water per day from the Floridan Aquifer. (The permit has a provision that lowers the withdrawal amount to 0.516 million gallons per day if Tybee's drilling into the Cretaceous Aquifer had been successful. At a cost of five million dollars, that drilling was not successful.)

III. The Facts

Tybee Island residents and businesses use an average of 0.700 million gallons per day for nine months of the year. For the tourist season, and for certain weekends, this usage meets and sometimes exceeds the permitted daily withdrawal of 0.916 million gallons. The Georgia Department of Natural Resources will not allow this permit quantity to be exceeded without fines and a court-mandated consent decree.

For years, Tybee officials have wrestled with the dangers of aquifer over-pumping and saltwater intrusion. Deep drilling into the Cretaceous Aquifer or riverine desalination seemed to have been the logical alternatives. Both methods require large capital outlays and expensive secondary and tertiary treatment. Preliminary cost estimates have ranged from 23 million dollars to 37 million dollars, excluding ongoing maintenance.

IV. The Solution

There is a third solution. It involves buying aquifer water from the City of Savannah to **supplement** Tybee's water system. This "stand-by" system would be sized to make up the difference between Tybee's normal usage (0.700 million gallons) and its peak permitted usage (0.916 million gallons.) The project would involve installing a 6-inch water line from Wilmington Island to Tybee's water line at The Battery. This small line would be shallow-buried within the US Highway 80 Right of Way **with no major disruption of traffic.** A booster station would be constructed to maintain the necessary velocity and pressure. The cost of the project would be less than 5 million dollars.

V. Impediments

Are there impediments to this solution? Of course, but they are not insurmountable. The City of Savannah would have to allocate water from its own Floridan Aquifer inventory, but it would make sense to Savannah and to the department of Natural Resources if Savannah and Tybee shared a system where water could flow in both directions. Savannah would also be aware of the minimal use that Tybee would make of this resource. Other than exercising the pumps, Tybee would need water only those few times when its permit limit would be approached.

Another impediment would appear to be the two river crossings needed. But hanging a 6-inch pipe from concrete bridge supports would not be difficult. And the reconstruction work planned for both Bull and Lazaretto bridges could easily include this piping.

The final impediment deals with culture. Our Chatham County municipalities have their own "pride of place," their own silos of control. The fact that the Floridan Aquifer is a community resource indicates the necessity for a shared responsibility.

VI. The Future

You know, by 2050, all of this will change. Treatment methods such as Reverse Osmosis and deep well drilling will be as outdated as nuclear fission reactors. Predictably, the South Channel of the Savannah River will be home to solar extraction of salt water and production of electricity, while huge vertical wind turbines extract water from the air while producing power. MIT engineers and Saudi Arabian engineers are modeling these advancements even now. Technology is moving so quickly to gift us with these systems, it would be irresponsible of us to heavily

invest in antiquated processes. Better by far to spend our five million dollars on a supplemental water system we will need for a short time, while benefiting the whole community.

John Hutton
Box 1307 Tybee Island, GA 31328
Body Surf73@gmail.com

References:

1. *Tybee Island Water Report*, Hutton, 2021
2. *Coastal Georgia Regional Water Plan*, CDMSmith, 2020
3. *Water Report Analysis*, Chris Stovall email
Thomas & Hutton Engineering Co., 2022

Re: Tybee Water

John Hutton <bodysurf73@gmail.com>
To: nicholas sears <searsnicholas912@gmail.com>
Cc: kathryn Williams <tybeecreek@gmail.com>

Sun, Jan 21, 2024 at 8:03 AM

Good question. Here are some statistics:

1. A 6-inch water pipe will carry 270 gallons per minute (+/-).
2. 270 gpm times 24 hours (1440 minutes) equals 380,000 gallons per day.
3. Since Tybee uses about 700,000 gallons per day, the supplemental system would supplement that usage by 380,000 gallons – or just at Tybee's permitted daily withdrawal rate of 916,000 gallons.
4. Right now, Tybee would only use that supplemental water reserve at a few times per year on peak weekends.
5. The supplemental system will last as long as the aquifer does. Right Now CDM Smith (the consultants) predict that, based on current usage and protection, the aquifer's longevity extends through 2050, which was the limit of CDM's Study.

On Sat, Jan 20, 2024 at 4:52 PM nicholas sears <searsnicholas912@gmail.com> wrote:

Tad, for how long would the existing system supplemented as you suggest provide the island with sufficient water?

On Sat, Jan 20, 2024 at 10:01 AM John Hutton <bodysurf73@gmail.com> wrote:

Darn it! See if this solves the problem.

File Attachments for Item:

17. Nick Sears: Proposed Ordinance - STR FOR DISCUSSION ONLY

OUTLINE OF PROPOSED ORDINANCE

-SUGGESTED PORTION OF THE PREAMBLE:

WHEREAS, it has been the City's policy to reduce the number of short term rentals in the residential districts (R1, R1B and R2);

WHEREAS, it is inequitable that under present ordinances specified grandfathered properties in residential neighborhoods have a monopoly on the right to engage in short term rentals thereby arguably increasing the value of the grandfathered properties at the expense of their neighbors;

WHEREAS, to reduce short term rentals in residential neighborhoods and to correct the inequity referred to above , the City considers the best course of action to be to prohibit transfer or reissuance of STR permits upon sale or other transfer of the properties to which they pertain;

-OPERATIVE SECTION OF THE ORDINANCE:

Upon the "Transfer"(defined below) of an "STR Property"(defined below) the "STR permit" (defined below) for that STR Property SHALL terminate and be of no further force or effect and such terminated STR permit shall not be transferred or renewed and no permit shall be issued in its place.

-DEFINITIONAL SECTION:

"Transfer" shall mean a conveyance of all, any portion of or any interest in the title to an "STR Property" or the conveyance of any proprietary or beneficial interest in any trust or artificial entity (ie LLC, partnership, corporation) which owns or holds record title to a "STR Property"

"STR Property" shall mean each house or living unit in the residential districts for which a current "STR permit" has been issued pursuant to Code section _____;

"STR permit" shall mean a permit issued pursuant to Code section _____

-ENFORCEMENT SECTION:

Enforcement by inclusion of appropriate questions and requirements in permit renewal applications as well as by investigations, real property title searches and general knowledge --- renewal applications must disclose all members, shareholders, partners and other proprietary or beneficial interest holders in owners or title holders of each STR Property