

MAYOR
Brian West

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



CITY MANAGER
Bret Bell

ASST CITY MANAGER
Michelle Owens

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

September 12, 2024 at 6:30 PM

Please silence all cell phones during Council Meetings

Opening Ceremonies

Call to Order
Invocation
Pledge of Allegiance

Announcements

Consideration of Items for Consent Agenda

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

1. Minutes, City Council Meeting, August 22, 2024

Consideration of Boards, Commissions and Committee Appointments

2. Historic Preservation Commission Vacancy
Jacilyn Ledford
Cynthia Howze
Stephen Mennella

Invited Guests and Staff Reports. Please limit to 10 minutes.

3. Dale Williams: Beach Safety

Citizens to be Heard: Please limit comments to 4 minutes.

If there is anyone wishing to speak to anything on the agenda please approach the podium. Please limit your comments to 4 minutes.

Consideration of Approval of Consent Agenda

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

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



4. Agenda Request: Tybee Festival Association/Tybee Pirate Fest: Special Event Alcohol License Request-Beer and Wine October 11-13, 2024
5. 2024 Certified Local Government Grant for Fort Screven National Register Historic District and the North Campbell Neighborhood

Consideration of Bids, Contracts, Agreements and Expenditures

6. Agreement for Fire Service Mutual Aid, Chatham County and Tybee Island, term of five (5) years from the date of execution and may be renewed for additional terms upon mutual agreement of the Parties.
7. Professional Services Agreement: City of Tybee Island and Jeffrey Kenney, MD. Yearly stipend, \$6,000.

Council, Officials and City Attorney Considerations and Comments

8. Spec Hosts: Polk and Solomon Financing

Executive Session

Discuss litigation, personnel and real estate

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

Adjournment

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

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



THE VISION OF THE CITY OF TYBEE ISLAND

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



THE MISSION OF THE CITY OF TYBEE ISLAND

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

File Attachments for Item:

1. Minutes, City Council Meeting, August 22, 2024

Mayor West called the meeting to order at 6:30PM, August 22, 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, Tracy O'Connell, City Attorney; and Jan LeViner, City Clerk.

Opening Ceremonies

Call to Order

Invocation: Sheron Burgess, American Legion Auxiliary Post 154

Pledge of Allegiance

Recognitions and Proclamations

Cassidi Kendrick presented the winners of the TIMA **No Smoking Design Contest**. Ms. Kendrick stated this initiative involving kindergarten through eighth grade students from TIMA celebrates creativity while promoting an important message. The winners received a cash prize tonight and their designs are featured on recycled tee shirts. This is part of a grant that they got from the Department of Health in the amount of \$33,230. Mayor West thanked everyone for a job well done.

Jan LeViner asked Mayor West, Councilman Hosti, and Interim City Manager Owens to come forward to be recognized for their competition of courses offered by GMA. She stated that by completing these additional classes they have earned their Certificate of Recognition.

Consideration of Items for Consent Agenda

- Minutes, City Council Meeting, July 25, 2024
- Tybee Post Theater Music Festival special event permit: Alcohol license for liquor November 7-9, 2024 Tybee Post Theater is currently a beer and wine license holder

City Manager Discussion and Action Items. Ms. Owens gave a brief update on Action Items.

Ben McKay, GSU, Resident Sentiment Study by Georgia State University. Dr. McKay approached Mayor and Council to give an update

and answered any concerns. He stated he would be happy to just do a quick run through of the project for everybody and then we are here to answer your questions and to ensure that we provide all the information that we have on what we are planning to do and adjust as needed. He thanked Mayor and Council for inviting them and Ms. Owens for her diligent work in getting us ready for this session as well as helping us get this project off the ground. Dr. McKay continued what we are planning to do is to really try and get in and understand resident sentiment and how the City is doing in the eyes of residents. That is our number one objective. We are going to start by doing a comparison with other beach communities to look at the public services that are offered on this Island compared to what others are doing. He would like to ensure that what is the services Tybee is offering are exactly what is expected from other beach communities and going to focus on developing a community survey. A couple of big points to add within that idea is we are going to do a review where we look at the literature that's out there in the field and try and make sure that we understand that we are following best practices as we develop the instrument that will be presented to the community. Our number one goal is to make sure that this answers those community-based questions. We do have plan to do to have minimum of two community sessions to try and get feedback from the community and understand resident specific needs and questions about that. We plan to do this as a mail survey. One postcard will be mailed out initially. That postcard will have an QR code and a website on it so you can fill it out online. We are going to try and do a better job, unlike what we've done in the past, to make sure that residents, once they have filled out the survey, their names are removed, so they will not get any more communications from us as it is a household survey. The next part that we are going to do is after that first initial mailing, we will send out the full survey so residents that are not computer savvy can have an opportunity to fill out the survey, and then we'll send out a final postcard at about a six week process again encouraging residents to fill it out. Once that closes, we will do a full analysis of the data to try and understand residents feelings about all of the areas on Tybee that we have looked at. We are going to do this as a stratified random sample and we are going to look at the 11 character areas of the City to make sure that we have representation from all parts of the Island. It is important that we make sure that we cover as much of the community as we can. From our experience doing this type of analysis, the sample is going to come from voting records, water records, other public records that will work with the City to make sure that we have the correct numbers on those. The reason why we are doing this instead of purchasing from another one is we want to

make sure as best as possible that we can we are serving only full time residents and we are not getting anybody who is either part-time or that is not or that the vacationer that just felt like filling out a survey. We want to ensure to focus on that group as much as possible. Then after we have all the data collected, the sampling done, and all of those types of issues, we are going to be able to do a full report that outlines our findings and highlights all of the ins and outs of what we are able to find with recommendations for how to both improve community services and on areas where we might be able to find additional research. Dr. McKay then introduced his colleague, Dr Botkin, who is going to be working with us to make sure that this survey meets the objectives that we have set forth this evening. He then asked Mayor and Council if they had questions. Mr. Garbett thanked Dr. McKay. He shared his concerns with STR's and questions about the use of a survey. Dr. McKay responded, they do custom projects and could be more aggressive with the questions regarding the needs of the community. Ms. Williams asked if there are any actionable items that come with this type of work and asked for an example. Dr. McKay sated one of the goals of this survey is to improve the services offered or ensure a basis for why a decision is made. Ms. Williams thanked Dr. McKay. Mayor West thanked Dr. McKay.

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

Consideration of Bids, Contracts, Agreements and Expenditures

Contract: First Data Company to assist in on-line reservations for facilities. **Mayor West** stated it is the consensus of Council we need more information on the contract before moving forward. Mr. Garbett expressed his concerns. Ms. Owens stated she sent Mayor and Council a short explanation as this is a company the website is built on and we are expanding which allows online reservations. This will be facilities like the Guard House or the pavilion separate from the campground. Previously, people would have to fill out a paper application and come into City Hall and pay for it. This is a streamlining convenience. Ms. Williams confirmed there is a Staff person that takes reservations and what happens to her position? Is she going to be assigned other tasks? Ms. Owens stated yes, we wanted to free her up for additional duties for instance, more proactive in attracting new film theater, recruiting more film productions that will help us fund the beach nourishment. We could have her doing a lot more efficient things for the

City. Being there no further questions, Mayor West stated this item will be brought back before Mayor and Council for action. **NO ACTION TAKEN**

Council, Officials and City Attorney Considerations and Comments

912 Mortar Avenue: Buttimer request for STR Permit. Tony Ploughe recused. Ms. Owens stated this is related to the ability for a property owner to apply for a STR permit after the issuance of the Certificate of Occupancy (CO). The process that is put in place by the ordinance is that they have a mechanism by which to apply if they meet certain guidelines and those guidelines are that if this is either new construction or extensive renovation of the existing property. This property is new construction. She continued, they need to have a building permit that was in place prior to August 26, 2021 and the date of this building permit was May 27, 2021 so they met that criteria. The property was not eligible for a CO or other official notification of construction issued at the time of the Moratorium on August 26, 2021. The applicant can demonstrate with the preponderance of evidence their intent is to use property for STR records, documents, contracts, agents or other types of proof. The applicant did turn in an IRS Form showing an EIN that they intended to use as the business entity to operate an STR. Application for STR permit was made within six months of issuance of a CO so their CO was issued February 15, 2022 and submission deadline would have been August 15, 2022. The best we could tell from their interaction with the City, they first started conversations with the City in December of 2023 and made the application January 23, 2024. Ms. Owens stated the ordinance also says the Staff is to do all the investigation surrounding the request for the STR but we cannot make the decision. The decision has to be made by City Council. Evidentially there was some discussion with Mr. Shaw. Mr. Hughes stated the ordinance that deals with this was not adopted until June 2023. If it was after their efforts to get the permit and the ordinance, in addition to cut off of six months of the CO, you had to apply within six months of the passage of the ordinance. The petitioner missed that by a month and that would have been that period when they were apparently communicating with Mr. Shaw. The petitioner's time for doing it would have ended in December of 2023. Ms. Williams asked if the petitioner provided any other documentation to the City. Ms. Owens responded no. Mr. Parks stated he is making his judgement based on August 2022. Mr. Hughes stated they are entitled to the benefit of longest period of time. Unfortunately, that is not enough time to get the permit application. Mr. Parks stated even by December 2023 period they applicant is still a month late. Mr. Hughes concurred. He continued, we are talking about a

30 day delay that may or may not have been a result of negotiations with the City but we do not have any documentation for that. Mr. Garbett stated the petitioner missed the deadline. He continued, he does not see anything in the ordinance that allows Mayor and Council to even approve this request. Ms. Williams agreed with Mr. Garbett. **Kathryn Williams** made a motion to deny. **Bill Garbett** seconded. Voting in favor were Nick Sears, Monty Parks, Kathryn Williams and Bill Garbett. Voting against was Spec Hosti. Motion to deny, 4-1. Tony Ploughe recused.

Tony Ploughe returned to the meeting.

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

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

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

Meeting was adjourned at 8:22PM.

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

2. Historic Preservation Commission Vacancy

Jacilyn Ledford

Cynthia Howze

Stephen Mennella



HISTORIC PRESERVATION COMMISSION

APPLICATION

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

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

Name: Jacilyn Ledford Area(s) of Interest: history, historic preservation, education
Address: PO Box 1912 Tybee
Phone Number: 706 487 9713 Previous Experience: History educator
Email Address: ledfordjacilyn@gmail.com History tours - owner Tybee Tour Co

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

A lover of Tybee and a fanatic for history, i would love to blend my two interests to help the island in way that i can.

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

Education! With knowledge we have more power; intrinsic and perhaps externally to continue preserving Tybee.

Explain your understanding of Historic Preservation specifically on Tybee Island.

HPC is in place to ensure the historic "fabric" stay in tact and honored as Tybee grows.

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

History educator/professor, Currently owner & operator of tybee tour company - a historic Land tour company for tybee (i am always researching tybee)

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

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

Jacilyn Ledford
Printed Name

Jacilyn Ledford
Signature

8/9/2024
Date

Thank you for your interest in joining the Tybee Island Historic Preservation Commission. We look forward to reviewing your application. For more information or HPC related questions, please contact Cassidi Kendrick at cassidi.kendrick@cityoftybee.org.



HISTORIC PRESERVATION COMMISSION

APPLICATION

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

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

Name: Stephen Mennella

Area(s) of Interest: History, music, technology

Address: 10 Bright Street, Tybee Island

Phone Number: 856.220.8205

Previous Experience: None in city government but

Email Address: stephen@mennella.net

previously a board member for athletics, church

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

My wife and I moved to Tybee Island because of its unique character and charm. I see the HPC as the key to maintaining that charm. We watched as our favorite NJ shore town, Sea Isle City, went from a town with charming cottages to a resort with nothing but multi-floor duplexes and triplexes. HPC can help retain the island's distinct community and atmosphere.

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

There is something very special about Tybee Island, and I see the HPC's role preserving historic architecture and landmarks as it's most important role. That will help retain the island's charm and foster a sense of identity and pride among Tybee residents. We're not Hilton Head and we don't want to be.

Explain your understanding of Historic Preservation specifically on Tybee Island.

From conversations with Mike Goldberg, I see Historic Preservation on Tybee really in two main ways: 1) Maintaining the unique character of the island and preserving a connection to the past for residents and visitors; and 2) Minimizing environmental impact by renovating and reusing historic structures as opposed to tearing them down for new construction.

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

I don't have much experience in local government or historic preservation, but I have been active in leadership roles in athletic associations and my church, and my wife and I did our best to restore and update a 1908 Georgian Colonial. At the very least, I am very technical and can help folks (no offense, Mike) and the committee with technology.

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

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

Stephen P Mennella
Printed Name

Signature

8/17/2024
Date



City of Tybee Island

Memorandum

To: City of Tybee Island Council Members

From: Cassidi Kendrick, Communications & Outreach Director

Date: September 12, 2024

Re: Recommendation for HPC Vacancy

Background

The Historic Preservation Commission has five voting members total. The current process for nominating new commission members is outlined in the HPC Policies and Procedures.

Overview

At the regularly scheduled August 2024 HPC Meeting, the Historic Preservation Commission appointed a nomination committee and publicly opened applications for the upcoming board vacancies. The application period closed on August 30th, 2024 and three submissions were received. The nomination committee met in early September to review the submissions and send a recommendation to the Historic Preservation Commission. The Commissioners approved the recommendation and are now sending a recommendation to the City Council for review and approval.

Summary

Applications Received

- Jacilyn Ledford
- Cynthia Howze
- Stephen Mennella

Commissioner Recommendation

- **Jacilyn Ledford**

Recommended Next Steps

HPC and Staff are recommending approval of the above listed candidate, Jacilyn Ledford, for the Historic Preservation Commission.



HISTORIC PRESERVATION COMMISSION

APPLICATION

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

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

Name: Cynthia (Cindy) Howze
Address: 144 San Marco Drive
Phone Number: 912-663-2288
Email Address: howzefive@gmail.com

Area(s) of Interest: Anything dealing with our local history.
Previous Experience: I was a teacher and worked with students on Georgia Day Events.

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

I love reading books about local history and studying historic events. I would like to make a positive impact on our local community.

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

Preserving the integrity of our wonderful community while welcoming guests. Allowing opportunities for locals and guests to learn more about this community and its past.

Explain your understanding of Historic Preservation specifically on Tybee Island.

To facilitate the preservation of historic sites and over see renovations and improvements to many areas that retain Tybee's quaint atmosphere.

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

I have been a teacher in the Effingham County School System and at Memorial Day School. I am an active Real Estate Agent with Georgia Real Estate and Management Company. Although my family never owned a Tybee

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

- A Resident of Tybee Island - Spanish Hammock home we spent two or more weeks here every summer.
- Willing to serve a three year term I grew up with Bill's Grill at the Little Fair park. I love here and want my family
- Able to attend meetings on the second Monday of the month at 6:00 p.m.
- Willing to commit time outside of monthly meeting to work on HPC projects & initiatives to enjoy like I did
- Interested in education, history, architecture or the preservation of historic resources
- Aware that members of this commission shall not receive a salary, although they may be reimbursed for expenses

Cynthia E. Howze
Printed Name

Cynthia E. Howze
Signature

September 1, 2024
Date

File Attachments for Item:

4. Agenda Request: Tybee Festival Association/Tybee Pirate Fest: Special Event Alcohol License Request-Beer and Wine October 11-13, 2024

MAYOR
Brian West

CITY COUNCIL
Monty Parks, Mayor Pro Tem
Bill Garbett
Michael "Spec" Hosti
Tony Ploughe
Nick Sears
Kathryn Williams



CITY OF TYBEE ISLAND

CITY MANAGER
Brett Bell

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

City Council Agenda Item Request

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

Council Meeting Date for Request: September 12, 2024

Item: Special Event: Alcohol License Request-Beer and Wine

Explanation: Tybee Festival Association / Tybee Pirate Fest

Two-Day Special Event: October 11-13, 2024

Located in the 16th & 17th Street Parking Lots

Budget Line Item Number (if applicable): N/A

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

* **Electronic submissions are requested but not required. Please email to jleviner@cityoftybee.org.**

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

Submitted by: Sharon S. Shaver

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

Comments: _____

Date given to Clerk of Council August 22, 2024

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



Item #4.

CITY OF TYBEE ISLAND BUSINESS AND ALCOHOL LICENSE APPLICATION



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

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

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

Business Name <u>Tybee Festival Association LLC</u>				
Business Location <u>Tybee Is Ga PO Box 1970 - 16-17th ST PARKING LOT</u>				
Mailing Address <u>PO Box 1970 Tybee Is Ga 31328 -1970</u>				
Phone <u>404 697 3369</u>		Email <u>Frankkelly1706@gmail.com</u>		
Federal ID#: <u>82 233 34677</u>	Sales Tax ID:	NAICS Code:		
Business Type(Circle One): Sole Proprietor Partnership Corporation(State)____Date:____LLC Non-Profit <input checked="" type="checkbox"/> Other:_____				
Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business				
Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>Charissa Murray</u>		<u>2115 E 37th</u>	<u>Savannah Ga 31404</u>	
<u>Francis A Kelly</u>		<u>131 Eagles Nest</u>	<u>Tybee Is Ga 31328</u>	

Security Assistance Plan

What measures are taken to mitigate/control underage drinking? Id everyone under 50

Please state whether you will be using Security Guards: yes If so, how many? 2-3 How often / Seasonal dates? At night

Do you use off-duty police officers to provide security? yes Number: 2-3 Frequency? Every night

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

Is the building capacity notice clearly posted? Where? Out door event

How is occupancy load enforced? _____

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

If special event, date(s) of event October 11 - 13 Name of event: Pirate Fest

Names of landlord of the business location City of Tybee Parking lot Address 1600 to 1700 Strand Phone _____

What other business is conducted at this location? none

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

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

(if answer is yes, give details) _____

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

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? no

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

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

Applicant Signature [Signature] Date August 12, 2024

Approval	Signature	Date
City Manager		
Zoning		

Sworn to and subscribed before me this 12 day of August 2024

[Signature] Notary Public



Sharon S Shaver
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA
My Commission Expires 12/04/2027



BACKGROUND CHECK REQUIREMENTS FOR ALCOHOL LICENSE

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

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

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

Applicant: Frank Kelly

Business/Event Name: Tybee Festival Association LLC/Pirate Fest

Approved Denied Bertram Whitley
Assistant Chief of Police

08/21/2024 Date

Return approved/denied form:

Sharon S. Shaver
City Licensing Coordinator

File Attachments for Item:

5. 2024 Certified Local Government Grant for Fort Screven National Register Historic District and the North Campbell Neighborhood



City of Tybee Island

Memorandum

To: City of Tybee Island Council Members

From: Cassidi Kendrick, Communications & Outreach Director

Date: September 12, 2024

Re: CLG Grant Agreement

Background

The Historic Preservation Commission has received a 2024 CLG Grant from DCA to complete a project titled, City of Tybee Island Development of a Local Historic District for the Fort Screven National Register Historic District and the North Campbell Neighborhood.

Overview

This grant agreement outlines the memorandum of agreement between the City of Tybee Island and the Georgia Department of Community Affairs. This agreement has undergone review from the City's legal team and funding for this project is budgeted for in the current fiscal year. The project and grant agreement are for a term of roughly 18 months, with final financial disbursements being done in November 2026.

Recommended Next Steps

HPC and Staff are recommending approval of the attached 2024 CLG Grant Project Agreement.

State of Georgia
Fulton County

**MEMORANDUM OF AGREEMENT BETWEEN THE GEORGIA DEPARTMENT OF
COMMUNITY AFFAIRS (“DCA”) AND CITY OF TYBEE ISLAND (“CITY”)**

THIS MEMORANDUM OF AGREEMENT (hereinafter, “MOA”), effective on the 13th day of May, 2024 created upon consent between the Georgia Department of Community Affairs (hereinafter, “DCA”) a state agency, whose address is 60 Executive Park South, NE, Atlanta, GA 30329, and the CITY OF TYBEE ISLAND (hereinafter, the “City”), whose address is 403 Butler Ave, Tybee Island, GA, 31328, collectively, herein referred to as the “Parties”.

WHEREAS, DCA is an executive branch state government agency created under the Official Code of Georgia Annotated (“O.C.G.A.”) § 50-8-1 et seq. and has the power to enter into contracts for services and administer grants; and

WHEREAS, the provision of adequate public recreation and park facilities, equipment, and areas; the preservation of scenic, historic, ecological, and scientific sites; and the safe maintenance of such areas and facilities is an obligation of state of Georgia and a benefit to all the people; and

WHEREAS, O.C.G.A. § 12-3-32 authorizes the DCA to provide the above-mentioned services and facilities; and

WHEREAS, DCA is authorized by O.C.G.A. § 12-3-5 and 12-3-32 to contract and make cooperative agreements, leases, and rental agreements, with the United States Government, any county, municipality, local government, or any combination of same, any public or private corporation, firm, or any persons whatsoever, any public authority, agency, commission or institution, or between state agencies, for any of the services, purposes, duties, responsibilities or functions vested in DCA; and

WHEREAS, DCA acts as the liaison between the State of Georgia and the National Park Service (hereinafter, referred to as “NPS”), U.S. Department of Interior, by administering the Federal assistance program for preservation of properties listed on the National Register of Historic Places, as provided by the National Historic Preservation Act of 1966; and

WHEREAS, the City has duly applied for and been awarded a matching Historic Preservation Fund federal pass-through grant (hereinafter referred to as the “Grant”) in the amount of Eighteen Thousand Dollars and Zero Cents (**\$18,000.00**) for the City of Tybee Island Development of a Local Historic District for the Fort Screven National Register Historic District and the North Campbell Neighborhood as defined in Exhibit B such amount to be no greater than sixty percent (60%) of the allowable cost to the City of the project work, which is described, together with the budget for carrying it out, in Exhibit B, which is attached hereto and by reference specifically incorporated herein. Payments on a sixty percent (60%) reimbursement basis may be made at reasonable intervals and upon submission to DCA of a request for reimbursement, supported by required financial documentation and progress reports.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein contained, the parties hereto agree as follows:

Section 1. Statement of Work and Terms

- 1.1 The City shall carry out the proposed project work to be mutually agreed upon by DCA and the City as specified in Exhibits A-D.
- 1.2 Project work shall be carried out in conformance with the Secretary of the Interior's *Standards for the Evaluation, Identification, and Registration*, part of the Secretary of Interior's *Standards for Archaeology and Historic Preservation*. At the completion of the project all work will be reviewed by DCA in order to assure compliance with the Secretary of the Interior's *Standards for the Evaluation, Identification, and Registration*, part of the Secretary of the Interior's *Standards for Archaeology and Historic Preservation*. Final products that do not conform to the applicable Secretary of the Interior's Standards and approved scope of work will not be reimbursed.
- 1.3 The City shall notify and obtain approval by DCA prior to employing or otherwise securing the services of any consultant to be compensated with funds provided for in this Agreement.
- 1.4 The City shall carry out the approved City of Tybee Island Development of a Local Historic District for the Fort Screven Nation Register Historic District and the North Campbell Neighborhood Project work between the date of written notification by DCA of the approval and **September 30, 2026**.
- 1.5 The City shall submit one copy of a first draft of the project to the DCA for review and comment no later than **August 15, 2025**. The City shall submit one copy of a second draft to the DCA no later than **November 1, 2025** for review and approval.
- 1.6 The City shall submit the required number of copies of the final project, as specified in Exhibit B, to DCA no later than **January 15, 2026**. This is the period of performance. All project work should be completed by this date.
- 1.7 The City shall notify DCA in the event of any of the following conditions:
 - a) Problems, delays or adverse conditions which will materially affect the progress of the project work.
 - b) The need for adjustment to the project work or cost estimates.
- 1.8 The City shall submit progress reports summarizing the status of project work. Such reports shall be submitted to DCA on a regular basis, until the completion of the project.

1.9 The City shall submit one (1) copy of a completion report along with the final reimbursement request. Final payment shall not be made until the completion report has been approved.

1.10 Any publications, exhibits, public announcements, news releases or presentation related to this project shall acknowledge federal assistance as follows: ***This (material or preservation project) has been financed with assistance from the Historic Preservation Fund, administered by the National Park Service, U. S. Department of Interior, through the Historic Preservation Division of the Georgia Department of Community Affairs. Any opinions, findings, conclusions or recommendations expressed in this [project/product] are those of the author(s) and do not necessarily reflect the views or policies of the Department of the Interior or the Georgia Department of Community Affairs, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, gender or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street, N. W., Washington, D.C. 20240.***

1.11 The City will obtain approval by DCA and the National Park Service prior to publishing any product that has been produced with the assistance of this grant or matching funds.

Section 2. Disbursements and Financial Records

2.1 DCA shall issue disbursements to the City in accordance with this Agreement as follows:

- a. DCA will disburse the Grant to the City in an amount not more than sixty percent (60%) of the allowable cost to the City of the project work, as approved by DCA.
- b. DCA will disburse an amount not to exceed **\$18,000.00** to the City not later than **November 30, 2026** (60 days after end date).

2.2 Payments on a sixty (60%) percent reimbursement basis may be made at reasonable intervals during project work and upon submission to the DCA of a request for reimbursement supported by required financial documentation and a statement of work accomplished to date. Reimbursements can only be provided against cash expenses.

- 2.3 Both Parties and any subcontracted parties shall maintain their registration with the System for Award Management (“SAM”), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this MOA and/or any other financial assistance or procurements documents the City may have with the Federal government.
- 2.4 Accurate records of all costs relating to the project work – whether cash expenditures or donated services, materials or equipment - shall be maintained by the City in a separate ledger, in accordance with acceptable management and accounting practices, and submitted to DCA. All record retention shall be in accordance with the regulations outlined in 2 CFR 200.333.
- 2.5 The City shall maintain financial documentation concerning the project work until a successful audit has been completed by DCA and DCA has notified the City in writing that such records are no longer needed. Copies of such records or any portion thereof shall be supplied to DCA upon request. For a period of three (3) years or until the City has been notified in writing by DCA that such records are no longer needed, whichever is earlier. The City shall maintain records of any other sources of state or federal funding for the project work in order that duplication of work or matching capability may be prevented. The City shall complete an audit within ninety (90) days after the end of the fiscal year in which the project ends and any other required financial or programmatic documentation as specified by the Single Audit Act of 1984 (31 U.S.C. '7501 et seq.) and all applicable Federal and State laws, regulations or guidelines.

Section 3. Points of Contact

All correspondence, invoices and any other communication regarding this MOA should be directed to the following representatives for DCA and the City:

**Georgia Department of Community
Affairs**
60 Executive Park South, NE
Atlanta, Georgia 30329
Attn: Torrey Long
Torrey.long@dca.ga.gov

City of Tybee Island
403 Butler Ave
Tybee Island, Georgia 31328
Attn: Cassidi Kendrick
Communication and Outreach
Director
Cassidi.kendrick@cityoftybee.gov

Section 4. Termination.

This MOA may be terminated prior to disbursement by either party for any reason upon seven (7) days prior written notice to the other party.

Section 5. Federal Requirements.

- 5.1 The City agrees to comply with all applicable regulations, laws, policies, guidelines and requirements of the grant program, including those outlined in the Historic Preservation Fund Grant Manual, OMB regulations in 2CFR200, National Register Programs Guidelines, the *Secretary of the Interior's Standards for Archaeology and Historic Preservation*, and any special conditions or regulations relating to the application, acceptance and use of Federal funds for a federally assisted project. Final products that do not conform to the applicable Secretary of the Interior's "Standards" will not be reimbursed.
- 5.2 The City agrees that no part of the funds provided for under the terms of this Agreement shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect basis (18 U.S.C. § 1913). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 5.3 The City will comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and in accordance with Title V of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives

Federal financial assistance. The City will immediately take any measures necessary to effectuate this provision.

- 5.4 The City will comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
- 5.5 The City will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et. seq.) which requires that no qualified handicapped individual is solely, by reason of handicap, excluded from the participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.
- 5.6 The City agrees that whoever knowingly and willfully misapplies, steals, or obtains by fraud or endeavors to embezzle any funds, assets, or properties which are the subject of a subgrant, contract or other form of assistance pursuant to this award, or whoever receives, conceals or retains such funds, assets, or property with intent to convert such funds, assets, or property to his/her use or gain, knowing that such funds, assets or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to prosecution.
- 5.7 The City and all sub-recipients or contractors must report any credible evidence that a principal, employee, agent, contractor, sub-recipient, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Report potential fraud, waste, abuse, or misconduct to:

Office of Inspector General
U.S. Department of the Interior

ATTN: Intake Management Unit
381 Elden Street, Suite 3000
Herndon, VA 20170
Telephone: (800) 424-5081
Fax: (703) 487-5402 (ATTN: HOTLINE OPERATIONS)

Section 6. Miscellaneous.

- 6.1 Communications and correspondence under this MOA may be conducted via email, facsimile, post, meetings and/or teleconferences.
- 6.2 This MOA sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein.
- 6.3 This MOA may not be modified or altered except in writing by an instrument duly executed by authorized officers of DCA and City. No other terms and conditions, oral or written, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions shall have been specifically accepted in writing by the parties.
- 6.4 DCA is not a partner, joint venture, or in any other way a party to the Project.
- 6.5 This MOA shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
- 6.6 With the express written consent of the other party, either party may assign in whole or in part, any of its rights and obligations here under to any other party, including its affiliates or successors, as may be provided by state and federal law program requirement, provided however, that notwithstanding any such agreement assignor retains primary responsibility for ensuring the obligations in Section 1 and Section 2 of this MOA are accomplished by an appropriate governmental entity.
- 6.7 If any provision of this MOA, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this MOA shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
- 6.8 The section and paragraph headings contained in the MOA are for reference purposes only and shall not affect the meaning or interpretation of this MOA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned duly authorized officers or agents for DCA and the City have hereunto affixed their signatures below.

AGREED TO BY:

BY GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (“DCA”)

By: _____
Jennifer Flood
Division Director, Georgia Department of Community Affairs

_____ Date

(SEAL)

BY: CITY OF TYBEE ISLAND

By: _____

_____ Date

(SEAL)

EXHIBIT A
GRANT ADMINISTRATION DELIVERABLES

The City is responsible for project and grant management. Grant management consists of action items and deliverables related to procurement, reporting, consultant management, and reimbursement. The following deliverables must be provided to DCA for review. DCA will complete the review of the deliverables within 15 days. All deliverables will be submitted to NR-TIGERS, the online submission portal.

- Draft Request for Proposal (RFP)
- Bid Tabulation Forms
- Draft Consultant Contract
- Executed Consultant Contract
- Activity Reports
- Request for Reimbursement

Draft Request for Proposal (RFP)

TARGET DUE DATE: August 15, 2024

- The City must follow local procurement requirements.
- The draft documents for the RFP must be submitted to DCA prior to the RFP advertisement.
- The RFP should contain the following information on the projects:
 - Background information on the project
 - Scope of work
 - Timeline in which it needs to be completed
 - Expectations for review
 - Description of community role in project

Draft Consultant Contract

TARGET DUE DATE: September 1, 2024

- The City must provide a draft of the consultant contract prior to execution.
 - Placeholders can be used for unknown items such as project cost, consultant, initiation date, etc.
- The City should prepare this draft while the RFP is active.

Bid Tabulation Forms

TARGET DUE DATE: October 15, 2024

- The City shall submit a bid tabulation for that summarizes the RFP results.
- The form must include a summary of each bid, including the firm, firm's address, firm's phone number, and cost proposal.
- The City must also indicate which bid is preferred along with a justification.
- Form must be submitted prior to execution of a contract with the preferred vendor.

Consultant Contract

TARGET DUE DATE: November 1, 2024

- The City shall submit a copy of the fully executed contract between the City and the consultant.

Activity Reports

DUE DATES: October 1, 2024; January 15, 2025; April 15, 2025; July 15, 2025; November 1, 2025; February 1, 2026

- The City shall submit a report on regular intervals.
- The report should include at a minimum, the work accomplished during the performance period, estimated expenses to date, anticipated completion date, and issues for DCA to address.

Final Request for Reimbursement:

DUE DATE: October 30, 2026

- The City may request a reimbursement at intervals coinciding with Activity Report due dates.
- The City must provide the following documentation with the request for reimbursement:
 - Invoices or receipts for services
 - Proof of payment of services via a cancelled check.
 - Proof of check creation is not sufficient for documentation.
 - Timesheets for donated labor for each individual
 - Rate of pay verification form for each individual donating labor

EXHIBIT B
SCOPE OF WORK
CITY OF TYBEE ISLAND
DEVELOPMENT OF LOCAL HISTORIC DISTRICT

The project to develop a Local Historic District (LHD) will take place on Tybee Island within the designated Fort Screven National Register Historic District (NRHD) and the area defined in 1919 as the Campbell Subdivision Fort Screven, Georgia (now called the North Campbell Neighborhood or NCN). The Fort Screven NRHD encompasses 205 acres along the northern tip of the island containing the former coastal defense installations established by the U.S. Army Corps of Engineers in 1897, expanded through 1946, and the Tybee Light Station complex, built in 1867. The boundaries of the Fort Screven NRHD, as defined in the 1982 National Listing, are at the northern end of Tybee Island, northeast of the historic Fort Screven Reservation Limit which follows Tilton Avenue, Butler/Van Horn/Railroad (now Solomon Avenue) and Alger Avenue. The North Campbell Neighborhood is adjacent to Fort Screven at Gate No. 1. Its boundaries are North Campbell Avenue to the west, Solomon Avenue to the north, Logan Street to the south and marshlands on the east. See Exhibit D for boundaries of the regions.

The project has five phases:

Phase 1: Local Historic Resources Inventory Update

The historic resources of the Fort Screven NRHD and the NCN were surveyed in 2016-2017 under a Historic Preservation Fund Grant awarded to the City of Tybee Island in 2016. Survey results are reported in the City of Tybee Island Historic Resources Survey, Phase II (June 2017). Records of the 101 historic resources in these two areas have been entered in GNAHRGIS under previous surveys. Phase 1 of the project is a local inventory update as specified by the Georgia Historic Resources Survey Manual (March 2023) and NPS National Register Bulletin 24 (Revised 1985) for the historic resources located in the Fort Screven NRHD and NCN. An index of properties 50 years and older will be created and used for the basis of the inventory update. A preliminary public meeting will be held to introduce the team and bring awareness and support for the effort. The inventory update information will be collected using a combination of techniques, primarily vehicle-based “windshield-type” surveys, study of recent aerial photographs and maps (as available), walk-about inspections, and photographic samples. Within the two areas, a total of 101 historic resources are anticipated. The inventory update will define this total, and properties identified for inclusion in the local district (based on age, historic integrity, and significance) will be noted on a map and district boundaries determined. A detailed index identifying each resource, address, architectural style, building type, date of construction and status in the National Register of Historic Places (NRHP) will be prepared. The index will be submitted to HPD, HPC, and Tybee Island Historical Society (THIS) to demonstrate progress on the project.

Phase 2: Developmental History

Background research will be undertaken on each of the distinct areas and significant properties within the Fort Screven NRHD and the NCN. This information will be used to determine the age of resources and their relationship to the district or neighborhood. The developmental history will help establish a basis for the historical significance in local district designation. A report with the methodology, inventory update index, developmental history (with historical

significance), and recommendations for future preservation will be prepared to help support the local district designation. The draft report will be submitted to HPD, HPC and TIHS to demonstrate progress on the project.

This developmental history will be created for the purposes of the local district designation process, not to update any National Register nominations or documentation. Developmental history requirements for National Register nominations may be different than local district designations.

Phase 3: Preparation of Nomination Documentation

This phase will finalize the draft report (output of Phase 2). A draft designation ordinance and preliminary design guidelines, based on the ten (10) Secretary of the Interior's Standards for Rehabilitation, will be prepared. The preliminary design guidelines will apply to the Fort Screven NRHD and the NCN. The preliminary design guidelines will be produced in close accordance with the guidelines provided in Preparing Design Guidelines for a Historic District (attached as Exhibit C). These documents will undergo initial legal review by the City Attorney. After initial legal review, the documents will be presented to HPD, HPC, TIHS, Planning Commission, and City Council for review and recommendations. This phase will focus on recommendations from reviewing agencies and bodies and will involve public meetings with the HPC, Planning Commission and City Council. Input collected at these meetings will be incorporated into the documents as required and appropriate.

Phase 4: Education and Public Engagement

Concurrent with Phase 3's presentation of the documents to HPD, HPC, TIHS, Planning Commission, and City Council, a series of community meetings will be held to educate the public on the proposed Local Historic District and to engage them in providing feedback and support. Education and engagement also include social media and city website postings, visual presentations, informational material posted in public buildings and businesses, and a walking tour. Public input collected will be incorporated into the documents as required and appropriate.

Phase 5: Nomination of Local Historic District for Designation by City Council

Following local government and community input, there will be a final legal review by the City Attorney. Any issues identified by the legal review will be addressed. The final nomination packet will be presented to the Planning Commission and then City Council for consideration and approval of the designation. The required public notifications will be made and public hearings held.

All project work shall conform to *Secretary of the Interior's Standards for Archaeology and Historic Preservation*, which include the *Standards for Preservation Planning* and *Standards for the Treatment of Historic Properties*. The City will provide one (1) electronic copy of the final local inventory update, final developmental history, and final design guidelines to DCA within the contract period.

All project materials shall be reviewed by DCA. The review process includes reviewing and approving the request for proposals, consultant contract and contract scope-of-work, the

preliminary drafts, final draft, and other materials determined necessary during project development.

All project materials should be uploaded to NR-TIGERS.

The City will complete project work by the following due dates. Timelines will not be adjusted unless extreme circumstances require. Timeline adjustments will be requested and approved via written correspondence.

February 1, 2025	Updated local inventory index submitted in electronic format (Adobe PDF) to the DCA
May 15, 2025	Developmental history of Fort Screven NRHD and NCN submitted in electronic format (Adobe PDF) to the DCA
August 15, 2025	First draft of LHD designation ordinance and preliminary design guidelines submitted in electronic format (Adobe PDF) to the DCA for review and comment, as necessary
November 1, 2025	Final LHD designation ordinance and preliminary design guidelines submitted to the DCA in one (1) electronic copy

Project deliverables should be uploaded to NR-TIGERS

BUDGET

FEDERAL SHARE	\$ 18,000.00
MINIMUM REQUIRED MATCHING SHARE	<u>\$ 12,000.00</u>
MINIMUM TOTAL PROJECT COST	\$ 30,000.00

EXHIBIT C
PREPARING DESIGN GUIDELINES
FOR A HISTORIC DISTRICT

What are Design Guidelines?

Design guidelines are a preservation and redevelopment management tool used to help retain the historic character of a designated historic district (or districts, as they may be developed to cover more than one). Compiled and used in conjunction with a local preservation ordinance, project review by a local preservation commission, and other construction permitting regulations, they help ensure that historic properties are protected and that new construction respects district character.

Design guidelines establish the architectural character context of a historic district by identifying and categorizing existing historic properties and resources. They provide guidance addressing alterations and improvements to those historic properties, for new construction and development, for regulating demolition and dealing with neglected properties, and also recommendations for appropriate maintenance practices. They serve to guide individuals, businesses, architects, designers, as well as the local historic commission, in making consistent and objective decisions involving work and development within the historic district.

Preliminary Preparation

Before design guidelines are prepared, the historic character of the associated historic district must be documented so that detailed knowledge of its resources is available for incorporation into the guidelines as necessary. If the district is already a locally or nationally registered historic district, then much of this research will already have been accomplished in previous surveys. If it has not been previously surveyed or if a previous survey is inadequate, then it is essential to conduct a (new) survey. For design guideline purposes, survey information is analyzed to determine district historic character-defining building patterns and forms, architectural styles and features, landscape and streetscape features, and to identify intrusive or non-contributing properties.

It is also important that development patterns or opportunities within the district be understood as much as possible and that other local/regional governmental development plans and regulations be studied to identify potential conflicts between those and the goals of the historic district.

Ideally, this preparatory information will be used to develop design guidelines that will promote appropriate improvements or changes to existing historic properties and will direct quality development to suitable areas, all the while supporting broader planning objectives.

Components of a Design Guidelines Manual / Historic District Manual

The document containing historic district design guidelines is typically the Design Guidelines Manual or Historic District Manual, which also needs to include a brief history of the district, information about the purpose of the design guidelines and the review process it supports,

descriptions of the district's historic features and characteristics collected from survey information, terms and definitions, and applicable reference information. As a compilation, the Design Guidelines Manual or Historic District Manual should be configured in a logical and user-friendly manner, use terms understandable by the general

public to the extent possible, and be divided into subject matter sections for ease of finding information. Essentially, these subject sections should be determined according to the manner desired for organizing information for presentation, which could be by resource type (residence, building, landscape, etc.), feature (roof, porches, windows, storefronts, etc.), or some combination thereof.

Recommendations and cautions contained in design guidelines are often applicable to any historic district because of their numerous similarities. However, the design guidelines of a particular historic district need to be tailored to its individual character. To this end, general recommendations that have no application to a historic district should not be included, while situations that are unique to the district should have custom recommendations developed.

Consultants

Although members of the local preservation commission or other volunteers could complete some of the activities associated with producing design guidelines, engaging a professional preservation consultant may be useful to ensure that the design guidelines are thorough, impartial, professional, and consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Secretary of the Interior's Standards for Preservation Planning. Hiring a preservation consultant should include the following: considering their or their employees' education, training, and experience; reviewing their previous work; and contacting references to find out how useful/user-friendly design guidelines developed for their other clients have been.

It is also important to remember the limits of the consultant's role in the design guidelines development process. Clearly, the consultant should be responsible for gathering new or compiling existing information, making guideline recommendations based on recognized preservation treatments, and formatting/producing the design guidelines manual. However, it is the responsibility of the government who commissions the Design Guidelines Manual / Historic District Manual to set the agenda and objectives of the design guidelines project, direct the consultant accordingly, and to establish end-product expectations. In order to fulfill this role, the client-government should possess basic familiarity with and understanding of design guideline concepts, which can be gained by examining a variety of existing design guidelines, including those developed by the selected/preferred consultant and other consultants or agencies.

A Design Guidelines Manual for a Historic District should include:

1. Introductory information including: table of contents, district identification information (including district location, district boundaries, listing on historic registries), and an executive summary (including acknowledgements, explanation of the importance of protecting the historic district, why the guidelines manual was developed, and how to use the guidelines manual).

2. Explanation and text of the historic preservation ordinance.
3. Explanation of the historic preservation commission and the review process, including the Certificate of Appropriateness application and review process, application forms, appeals process, and other related regulations, as applicable.
4. Brief history of the historic district, including its historical development, significant properties, and designated period of significance.
5. Identification of district historic character-defining features, including but not limited to: road patterns, lot configurations, building-to-building/building-to-site relationships, building types and styles, building materials, features and details, building uses, landscape features, and streetscape features. Identification should include photographs of representative examples taken from the district.
6. Guidelines for treatment of historic properties including but not limited to: appropriate treatment of historic features*, maintenance, alterations, and additions. Recommendations should follow the Secretary of the Interior's Standards for the Treatment of Historic Properties and should be based on the identified historic character-defining features of the district. (General recommendations that have no application to the historic district should not be included; unique features and situations in the district should be addressed with customized recommendations)
7. Guidelines for new construction including but not limited to: acceptable locations, site setting and orientation, setbacks, size, height, styles, materials, and design of various features such as windows, doors, roofs, etc. Guidelines for new construction should be based on identified preservation goals developed for the historic district through a public planning process. And, while new construction should be compatible with and complement existing historic properties, it does not need, nor should it, replicate existing character-defining features.
8. Guidelines for landscape planning and construction activities including but not limited to: streetscape improvements, utilities, tree preservation, fences, retaining walls, parking, paving materials, and lot size.
9. Guidelines for demolition, neglect of properties, and relocating buildings.
10. Resources & references, including but not limited to: Glossary of Terms, the Secretary of the Interior's Standards for the Treatment of Historic Properties and associated guidance materials such as the National Park Service's Preservation Briefs, local historic district regulations (apart from the historic preservation ordinance) and other applicable laws and regulations, applicable forms & applications, lists of available resources with contact information and a Bibliography. These resources and references may be part of other sections of the manual or included as appendices.

*Historic Features include, but are not limited to: visible roofs, exterior wall material(s), foundation material(s), windows, doors, trim, porches, storefronts, and architectural ornamentation. Treatment recommendations should be provided for all common historic feature

categories and types. Guidance for identifying historic features is provided in NPS Preservation Brief No.17: Architectural Character-Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character.

Photographs from the historic district should be used throughout the Manual to illustrate building types and styles, character-defining features, landscape features, appropriate new construction, and other guidelines subjects.

EXHIBIT D
MAP
FORT SCREVEN NATIONAL REGISTER HISTORIC DISTRICT & NORTH
CAMPBELL NEIGHBORHOOD



File Attachments for Item:

6. Agreement for Fire Service Mutual Aid, Chatham County and Tybee Island, term of five (5) years from the date of execution and may be renewed for additional terms upon mutual agreement of the Parties.



City of Tybee Island

Memorandum

To: City of Tybee Island City Council Members
From: Michelle Owens, Interim City Manager
Date: Sept. 5, 2024
Re: Mutual Aid Agreement

Background

Recognizing that no jurisdiction on its own can provide an adequate level of emergency services at all times, Georgia law permits Mutual Aid Agreements between Municipal Fire Departments, Fire Protection Districts and Fire Protection Associations. The agreement allows jurisdictions to assist one another with fire service equipment, personnel and other resources during fires, emergency medical incidents, rescue incidents, hazardous material occurrences and natural disasters.

The mutual aid agreement defines terms and conditions of relationship between the City of Tybee Island and Chatham County Government. It is renewable every five years.

Recommended Next Steps:

Approval of mutual aid agreement with Chatham County Government

STATE OF GEORGIA)
COUNTY OF CHATHAM)

AGREEMENT FOR FIRE SERVICE MUTUAL AID

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **CHATHAM COUNTY, GEORGIA** and **TYBEE ISLAND, GEORGIA**.

WHEREAS, the law of Georgia permits Mutual Aid Agreements between Municipal Fire Departments, Fire Protection Districts and Fire Protection Associations; and

WHEREAS, the law of Georgia permits Municipal Fire Departments and Fire Protection Districts to enter into contracts to provide mutual aid regarding emergency services; and

WHEREAS, this Agreement is entered into pursuant to the authority granted by the Official Code of Georgia Annotated (O.C.G.A.) Title 38, Chapter 3, Article 3, and O.C.G.A. Title 25, Chapter 6, which authorizes counties and cities to enter into mutual aid agreements for the provision of emergency services.

WHEREAS, the parties hereto are governmental entities and fire service organizations qualified under the law to secure to their respective geographical areas the benefits of mutual aid with each other in fire service equipment, personnel and other resources for the protection of life and property at the time of a significant emergency such as fires, emergency medical incidents, rescue incidents, hazardous material occurrences and natural disasters or at the time emergency services are given as a result of a request for assistance under certain circumstances; and

WHEREAS, there might arise in one of said fire service organization's jurisdictions an emergency of such proportion, or under such circumstances, as to require the assistance of other parties in controlling or managing such significant emergency; and

WHEREAS, there might arise in one of said fire service organization's jurisdictions an emergency requiring emergency services to which either the other fire service organization can make a more timely response or the fire service organization requires assistance in fulfilling its assigned coverage responsibilities as a result of a significant reduction of resources due to an on-going emergency response; and

WHEREAS, the parties hereto desire an agreement to aid each other at the time of a significant emergency and to aid each other at the time emergency services are given as a result of a request for assistance under certain circumstances or to provide automatic aid to each other; therefore: and

IT IS MUTUALLY AGREED, for and in consideration of the mutual agreements between the parties hereto, that:

I. PURPOSE

The purpose of this Agreement is to establish a framework for the mutual provision of aid and assistance between the Parties in the event of disasters, emergencies, and other related incidents that require additional resources beyond the capabilities of either Party.

II. SCOPE

1. The Parties agree to provide mutual aid and assistance to each other in accordance with the terms and conditions of this Agreement.
2. The types of assistance to be provided may include, but are not limited to, fire suppression, rescue operations, hazardous materials response, and emergency medical services.
3. Requests for mutual aid and assistance shall be made through the agency's respective communication center.

III. TERMS AND CONDITIONS

1. Each Party shall designate a representative to serve as a point of contact for the coordination of mutual aid and assistance.
2. The Agreement shall be effective for a term of five (5) years from the date of execution and may be renewed for additional terms upon mutual agreement of the Parties.
3. This Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party.
4. The requesting Party shall not be obligated to reimburse the assisting Party for any costs incurred in providing assistance, unless mutually agreed upon by both Parties.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IV. INDEMINITY

1. Each Party shall be responsible for the payment of its own personnel participating in the provision of mutual aid and assistance under this Agreement. Neither Party shall be liable for the payment of compensation, benefits, or other expenses of the other Party's personnel, except as otherwise agreed upon in writing.
2. Each Party shall be responsible for the actions and safety of its own personnel participating in the provision of mutual aid and assistance under this Agreement. Each Party agrees to indemnify and hold harmless the other Party from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the actions of its personnel, except to the extent caused by the gross negligence or willful misconduct of the other Party.

3. Each Party shall be responsible for the maintenance, repair, and replacement of its own equipment and apparatus used in the provision of mutual aid and assistance under this Agreement. Neither Party shall be liable for any damage to the other Party's equipment or apparatus, except to the extent caused by the gross negligence or willful misconduct of the other Party.

V. DEFINITIONS

1. Mutual aid is assistance that is dispatched, upon request, by the responding fire department. Usually, it is requested upon arrival at the scene.
2. Recognition of Mutual Aid:
 - A. The assistance must be prearranged and according to a response plan.
 - B. The aid must be dispatched to reported structure fires upon request.
 - C. The aid must be provided 24 hours a day, 365 days a year.
 - D. The assistance may be fire department companies — including apparatus and firefighters — or only firefighters.
 - E. For fireground communications, the communities will utilize common dispatch and tactical radio frequency capability and standard operating procedures.

VI. REFERENCES

1. Official Code of Georgia Annotated (O.C.G.A.) Title 38, Chapter 3, Article 3 - Georgia Emergency Management Act of 1981
2. Official Code of Georgia Annotated (O.C.G.A.) Title 25, Chapter 6, Mutual Aid Resources Pacts

VII. PERIODIC REVIEW

This Agreement shall be reviewed annually by the Parties to ensure its continued effectiveness and compliance with applicable laws and regulations. Any amendments or modifications to this Agreement shall be made in writing and shall be signed by authorized representatives of both Parties.

VIII. FURTHER CONSIDERATION

1. Upon request for mutual aid assistance the requested fire service organization will send units, equipment, personnel and other resources to any point within the requesting fire service organization fire service jurisdiction; provided, however, that response is to be **given** only when the fire department called on for mutual aid, in the judgment of its fire chief, or such chief's designee, can reasonably furnish such assistance without unreasonably imperiling the safety of the citizens served by the fire service organization called upon for mutual aid.

2. The parties agree not to call for mutual aid unless significant emergency circumstances exist wherein the requesting party's resources have been significantly reduced by emergency responses. The parties do not enter into this Agreement for the purpose of a reduction of staffing by either party.

3. The incident commander in charge of a response shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case. It is agreed that the parties shall not be liable in any way to the other, or to its inhabitants, or to any other person, firm or corporation for any failure to give requested assistance.

4. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a. Any request for mutual aid shall include either a statement of the significant emergency circumstances and the requested resources and shall specify the location for response or a statement of the circumstances allowing the mutual assistance provided for by this Agreement.

b. The parties agree to operate and coordinate the emergency incident within the organizational framework of the Emergency Incident Command System as adopted by the Georgia Standards and Training Council.

c. The responding operational departments shall be under the immediate supervision of the person designated by the responding department.

d. A responding department shall be released by the department that requested mutual aid when, in the judgment of the incident commander, the services of the responding department are no longer required.

e. Each party owes its primary allegiance and fire services to its own citizens. Therefore, a responding party's units and resources may be recalled by its fire chief, or such chief's designee, if, in that officer's opinion, a significant need exists for the responding party to render services within its own jurisdiction.

5. Each party in consideration of the mutual covenants herein does waive any and all claims against the other party for damages or compensation for loss, damage, personal injury, death, or any other claim arising as a consequence of performance of services pursuant to the terms of this Agreement and neither party to this Agreement shall be under any obligation to reimburse the other party for any costs or services incurred pursuant to either the rendering or the acceptance of equipment or staffing pursuant to the terms of this Agreement.

6. It is recognized that the interests herein are mutual. This Agreement is entered into for the common good of the general public of the parties and for strictly governmental purposes.

7. Unless renewed by the parties within ninety (90) days prior to its termination date, this Agreement will terminate five years from the date the Agreement was entered into or, if renewed, five years from the date of the Agreement's most recent renewal. A party may cancel this Agreement at any time, provided a ninety (90) day advance written notice is mailed or delivered to the other party.

8. The parties may elect to amend or specify additional provisions by adding a mutually agreed upon written addendum to this Agreement.

9. The parties may review the provisions of this Agreement every ninety (90) days to determine whether to negotiate an amendment to such Agreement.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, Parties have executed this Mutual Aid Agreement by causing their names to be hereunto subscribed by their duly authorized officers and by causing their official seal to be impressed hereon, all being done as of the day and year first above written.

CHATHAM COUNTY, GEORGIA

(OFFICIAL SEAL)

By: _____
Chester A. Ellis, Chairman
Board of Commissioners for Chatham County

Attest: _____
Janice E. Bocook, County Clerk
Chatham County Commissioners

CITY OF TYBEE ISLAND

By: _____
Mayor Brian West

Attest: _____

DRAFT

File Attachments for Item:

7. Professional Services Agreement: City of Tybee Island and Jeffrey Kenney, MD. Yearly stipend, \$6,000.



City of Tybee Island

Memorandum

To: City of Tybee Island City Council Members
From: Michelle Owens, Asst. City Manager
Date: Sept. 5, 2024
Re: Professional Services Agreement for Dr. Jeffrey Kenney

Background

The current medical director overseeing our EMS program is relocating out of state. Dr. Jeffrey Kenney will now fill this role pending approval of the professional services agreement. This position is required in order for Tybee Island Fire Rescue to offer EMS services.

Overview

Dr. Kenney's duties will include provision of medical direction, development of medical and communication protocols, overseeing record-keeping and accountability requirements for the emergency medical services personnel and other standards as necessary. The city will provide Dr. Kenney with a \$6,000 annual stipend for services/insurance and an annual Tybee parking pass valued at \$300.

Recommended Next Steps:

Approval of the professional services agreement for medical director services

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein “**Agreement**”) is made effective and entered into as of the _____ day of _____, 2024 by and between the CITY OF TYBEE ISLAND, GEORGIA, a Georgia municipal corporation (herein the “**CITY**”), and JEFFREY KENNEY, M.D., (herein the “**MEDICAL DIRECTOR**”).

WITNESSETH:

WHEREAS, the CITY desires to retain a medical doctor to provide medical director services to the CITY’S Fire and Rescue Department (the “**CF&R**”), such services include, but are not limited to, assistance in the development of emergency medical care policies and procedures and provision of all services necessary for the CITY to be able provide all emergency medical services as allowed by the State of Georgia (herein the “**Services**”);

WHEREAS, a competent medical doctor will be required for the Services;

WHEREAS, the Services are of a distinct and non-competitive nature;

WHEREAS, the MEDICAL DIRECTOR is a duly licensed physician by the State of Georgia and has the requisite experience, abilities and resources to perform the Services; and

WHEREAS, the MEDICAL DIRECTOR desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the Services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.0 SCOPE OF AGREEMENT

A. The MEDICAL DIRECTOR shall perform services as Medical Director for the CITY which services will include but are not limited to providing medical direction to the emergency medical services for the City of Tybee Island Fire Department, development of medical and communication protocols, overseeing record-keeping and accountability requirements for the emergency medical services personnel and other standards as necessary. MEDICAL DIRECTOR agrees it will provide all services required by all applicable laws, regulations and standards for the Medical Director for the CITY. Under this Agreement, MEDICAL DIRECTOR shall perform in a manner consistent with that degree of care and skill ordinarily exercised by Medical Directors or other emergency medical professional representatives currently practicing under similar circumstances at the same time and at the same or similar locality. All services performed shall be consistent with sound practices and shall incorporate compliance

with federal, state and local codes, regulations and laws that are applicable at the time the services are tendered.

B. The MEDICAL DIRECTOR shall devote the appropriate amount of time each month to fulfill his duties and the Services of the Agreement; provided, however, there shall be no schedule of fixed or definite hours. The MEDICAL DIRECTOR'S availability to provide Services under this Agreement shall be determined solely by the MEDICAL DIRECTOR, taking into account both the reasonable needs of the CITY and the reasonable needs of the MEDICAL DIRECTOR in maintaining his other independent clinical functions.

C. The CITY agrees that it will meet all requirements to maintain the Fire Department's status as an EMS agency. The City agrees that it will comply with all laws, rules, regulations and patient care protocols with respect to provision of emergency care.

D. MEDICAL DIRECTOR is engaged in providing these types of Services for persons or entities other than the CITY, and the CITY acknowledges that the MEDICAL DIRECTOR is not required to provide Services exclusively to the CITY during the term of this Agreement.

2.00 TERM AND TERMINATION

This agreement is effective _____, 2024. This Agreement shall be for a period of one year but will automatically be renewed for additional twelve (12) month periods unless notice of election not to renew is provided by one party to the other at least Ninety (90) days prior to the anniversary date hereof for each of the three (3) succeeding Twelve (12) month periods. Notwithstanding, the CITY and the MEDICAL DIRECTOR may terminate this Agreement at any time by giving the other written notice of not less than sixty (60) days. Upon termination, MEDICAL DIRECTOR shall be entitled to compensation for the MEDICAL DIRECTOR'S services performed prior to such termination date.

3.00 MEDICAL DIRECTOR'S LICENSING

The MEDICAL DIRECTOR hereby certifies that the MEDICAL DIRECTOR presently is, and shall continue to be throughout the Term, licensed by the State of Georgia to perform the Services.

4.00 COMPLIANCE WITH LAWS

The MEDICAL DIRECTOR agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the CITY regarding the Services.

5.00 COMPENSATION

The CITY agrees to pay MEDICAL DIRECTOR a stipend to offset the costs of his providing the Services under this Agreement including but not limited to the costs of providing insurance coverages identified below. The stipend will be \$6,000.00 annually and will be payable in equal monthly installments of \$500.00 per month on the first day of each month.

6.00 REIMBURSEMENT FOR EXPENSES

The MEDICAL DIRECTOR shall not be reimbursed for any expenses, unless such expenses are authorized in writing by the CITY before the MEDICAL DIRECTOR incurs any such expenses. However, the MEDICAL DIRECTOR will be provided an annual parking pass/decal to facilitate his work in the City.

7.00 CLAIMS, LIABILITY AND INSURANCE

The MEDICAL DIRECTOR shall assume all risk in connection with MEDICAL DIRECTOR'S performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the MEDICAL DIRECTOR, its agents, servants, and/or employees in connection with the prosecution and completion of the Services.

The MEDICAL DIRECTOR at its own expense, shall keep in force and at all times maintain during the term of this Agreement Comprehensive General Liability Insurance, issued by a responsible insurance company and in a form acceptable to the CITY, for bodily injury, death or property damage with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage. The MEDICAL DIRECTOR, at its own expense, shall keep in force and at all times maintain during the term of this Agreement Professional Liability coverage in the amount of not less than One Million Dollars (\$1,000,000) per claim, three million dollars (\$3,000,000) aggregate for errors and omissions damages. The MEDICAL DIRECTOR shall provide the CITY with Certificates of Insurance on such policies in forms acceptable to the CITY, which Certificates will be furnished to the CITY upon execution of this Agreement. Further, the MEDICAL DIRECTOR shall name the CITY as an additional insured under such insurance policies and shall furnish evidence of the same to the CITY.

The MEDICAL DIRECTOR shall comply with state and federal requirements pertaining to Workmen's Compensation insurance and employee liability insurance. MEDICAL DIRECTOR acknowledges that it and any of its employees are not entitled to unemployment insurance or workers' compensation benefits from the CITY and that the CITY will not pay for or otherwise provide such coverage to MEDICAL DIRECTOR or any of its employees.

8.00 RELATIONSHIP

The parties understand and agree that the MEDICAL DIRECTOR is an independent contractor and that the MEDICAL DIRECTOR is not an employee, agent or servant of the CITY, nor is the MEDICAL DIRECTOR entitled to CITY employment benefits. THE MEDICAL DIRECTOR UNDERSTANDS AND AGREES THAT THE MEDICAL DIRECTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND THAT THE MEDICAL DIRECTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As an independent contractor, the MEDICAL DIRECTOR agrees that:

- A. the MEDICAL DIRECTOR does not have the authority to bind the CITY in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the CITY; and
- B. the MEDICAL DIRECTOR has and hereby retains control of and supervision over the performance of MEDICAL DIRECTOR'S obligations hereunder and control over any persons employed by the MEDICAL DIRECTOR for performing the Services hereunder; and
- C. the MEDICAL DIRECTOR will not combine its business operations in any way with the CITY'S business operations and each party shall maintain their operations as separate and distinct.

9.00 GENERAL PROVISIONS

Notices. All notices, requests, consents, approvals, written instructions, reports or other communication from or to the MEDICAL DIRECTOR, under this Agreement, shall be in writing and shall be deemed to have given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

To Kenney:	Jeffrey Kenney Address to Be Provided
To City:	Mayor City of Tybee Island Post Office Box 2749 Tybee Island, Georgia 31328
with a copy to:	City Manager Post Office Box 2749 Tybee Island, Georgia 31328

Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

Attorney's Fees. If an action is brought to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.

Assignment of Work. The work and services required of the MEDICAL DIRECTOR are personal and shall not be assigned, sublet or transferred without the CITY'S prior written consent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

City of Tybee Island, Georgia

By: _____
Brian West, Mayor

Attest: _____
Jan LeViner

Medical Director - Jeffrey Kenney

Witness:

APPROVED AS TO FORM:

Edward M. Hughes
Attorney for City of Tybee Island, Georgia