

**MAYOR**  
Brian West

**MAYOR PRO TEM**  
Monty Parks

**CITY COUNCIL**  
Bill Garbett  
Spec Hosti  
Tony Ploughe  
Nick Sears  
Kathryn Williams



**CITY MANAGER**  
Bret Bell

**CITY CLERK**  
Fabian Mann

**ASST CITY MANAGER**  
Michelle Owens

**CITY ATTORNEYS**  
Edward M. Hughes  
Tracy O'Connell

## **CITY OF TYBEE ISLAND**

### **City Council Regular Meeting March 27, 2025 | 6:30 PM**

**Tybee Island Public Safety Building  
78 Van Horne Avenue  
Tybee Island, GA 31328**

---

## **A G E N D A**

### **Opening Ceremonies**

Call to Order

Invocation

Pledge of Allegiance

### **Announcements**

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

### **Consideration of Approval of Meeting Minutes**

1. City Council Regular Meeting Minutes: March 13, 2025

### **City Manager Discussion**

Action Items Update

**If there is anyone wishing to speak to anything on the agenda other than the public hearing, please approach the podium and limit your comments to no more than five minutes.**

### **Consideration of Approval of Consent Agenda**

### **Public Hearing**

2. 2025 Private Parking Lot Renewals

### **Consideration of Contracts and Agreements**

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



**(912) 786-4573 tel  
(912) 786-5737 fax  
[www.cityoftybee.org](http://www.cityoftybee.org)**

3. Capital A Productions Stage Vendor Contract
4. Ghost Coast Entertainment Firework Show Contracts
5. Environmental Products Group Street Sweeper Repurchase and Turn Key Maintenance Agreements
6. 2025 Chatham County Emergency Operations Plan

### **Consideration of Resolutions**

7. Resolution 2025-07, Supporting the Reauthorization of the Historic Preservation Fund

### **Council Considerations**

8. Councilmember Nick Sears: Workshop Schedule Approval

### **Executive Session**

Discuss litigation, personnel, and real estate

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

### **Adjournment**

*Individuals with disabilities who require accommodation 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 Fabian Mann at 912.472.5080 promptly to allow the City to provide reasonable accommodation.*

**\*PLEASE NOTE:** Those 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 meeting scheduled. Agenda request forms are available outside the Clerk's office at City Hall and at [www.cityoftybee.org](http://www.cityoftybee.org).



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

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



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

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

**File Attachments for Item:**

1. City Council Regular Meeting Minutes: March 13, 2025

**MAYOR**  
Brian West

**MAYOR PRO TEM**  
Monty Parks

**CITY COUNCIL**  
Bill Garbett  
Spec Hosti  
Tony Ploughe  
Nick Sears  
Kathryn Williams



**CITY MANAGER**  
Bret Bell

**CITY CLERK**  
Fabian Mann

**ASST CITY MANAGER**  
Michelle Owens

**CITY ATTORNEYS**  
Edward M. Hughes  
Tracy O'Connell

## **CITY OF TYBEE ISLAND**

### **City Council Regular Meeting March 13, 2025 — 6:30 PM**

#### **Minutes of Meeting**

---

**Call to Order** — The City of Tybee Island City Council held a regular city council meeting on Thursday, March 13, 2025, at 78 Van Horne Avenue, Tybee Island, GA 31328. The meeting was called to order by Mayor Brian West at approximately 6:30 PM. Mayor Pro Tem Monty Parks, Councilmember Bill Garbett, Councilmember Michael "Spec" Hosti, Councilmember Tony Ploughe, Councilmember Nick Sears, and Councilmember Kathryn Williams were also present.

**Administrative Staff Attendance** — City Manager Bret Bell, Assistant City Manager Michelle Owens, City Clerk Fabian Mann, City Attorney Tracy O'Connell, and City Attorney Edward Hughes were present.

---

**Invocation** — The invocation was led by **Reverend Rob Grotheer**.

**Pledge of Allegiance** — The pledge of allegiance was led by **Mayor West**.

#### **Announcements**

- Tybee Island Irish Heritage Parade, March 15, 2025, 3:00 PM
- Tybee Island Offices closed on March 17, 2025, in observance of St. Patrick's Day
- Tybee Island Farmers Market, Every Monday, 4:00 PM – 7:00 PM, Tybee Island Lighthouse
- 2025 Orange Crush Festival Town Hall, March 21, 2025, 11:00 AM, Tybee Island Public Safety Building
- ESPLOST special election voting, March 18, 2025, 7:00 AM – 7:00 PM, regular polling location

#### **Recognitions**

- Sharon Shaver, Retirement from the City of Tybee Island after 13 years of employment
- Jay Burke, Proclamation issued designating March 15, 2025, as "Jay Burke Day"

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

- City Council Regular Meeting Minutes: February 27, 2025
- Alcohol and Entertainment License: Chapel by the Sea
- Alcohol and Entertainment License: JDough LLC
- Tybrisa Street Artwork Usage Purchase Agreement
- Environmental Products Group, Inc. Street Sweeper Lease Agreement

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

Item #1.



**(912) 786-4573 tel  
(912) 786-5737 fax  
[www.cityoftybee.org](http://www.cityoftybee.org)**



## **Public Comments**

- Dawn Shay expressed her desire for the City Council to wait until additional data regarding the number of short-term rentals is available prior to altering any current short-term rental ordinances.
- Robert Matkowski requested clarification regarding the designation of a touristy area on Tybee Island.
- Frank Kelly voiced concerns regarding the effectiveness of the city's Good Neighbor Policy.
- Tom Powers advised short-term rental opponents to be mindful of potential misinformation disseminated by the American Hotel and Lodging Association.
- Pat Leiby stated that citizens are not completely against short-term vacation rentals if they are not permitted in residential areas.
- Jenny Rutherford voiced concerns regarding the fairness of the proposed changes to the short-term rental ordinances.
- Dawn Willard voiced concerns regarding the affordability of property taxes on Tybee Island for future generations.
- Marcia Waldron spoke of regulation methods including noise ordinances.
- Keith Gay posed a question concerning Tybee Island's primary economic industry as tourism.

## **Consideration of Approval of Consent Agenda**

**Councilmember Parks** made a motion to approve the consent agenda. **Councilmember Williams** seconded the motion. **Motion passed unanimously.**

## **Public Hearing**

### **Variance Application: 35' height requirement. 1105A Bay Street-Zone R-1 -PIN 40021 16062 – Kiem Cao Nguyen**

Community Development Director Patricia Sinel approached the Mayor and Council and provided an overview of the height variance request for 1105A Bay Street. In April 2023, city staff approved the applicant's building plans with a top of roof height of 34'8.5" measured from the finished floor of the garage. In December 2024, the applicant provided a height verification stating the structure measures at 41.6' mean sea level or 35'7" above average grade, with the average calculated as 5.9 mean sea level. Instead of reducing the height of building below the 35' maximum height requirement, the applicant submitted this variance request. Director Sinel emphasized that the height of a building is measured from the average adjacent grade to the extreme high point of the building, and the average adjacent grade is measured preconstruction. Planning Commission and staff recommend denial of the variance, since the application fails to meet the defined criteria for a variance. Director Sinel further explained that denial of the variance would require the applicant to reduce the height of the building below 35' above 5.4' mean sea level.

A total of 12 individuals expressed their viewpoints during the public hearing. Eleven individuals including Pat Leiby, Holly Grell-Lawe, Ben Goggins, Jan Will, David Roberts, Dorothy Kluttz, Margaret Lewin, Frank Kelly, Dawn Shay, Frances Galloway, and Dee Matkowski requested the City Council to deny the variance, while Jenny Rutherford spoke in support of the variance request.

**Councilmember Parks** made a motion to deny the variance application. **Councilmember Ploughe** seconded the motion. **Councilmembers Parks, Garbett, Ploughe, Sears, and Williams** voted to deny the variance application. **Councilmember Hosti** voted in opposition of the motion. **Motion passed 5-1**

## **Council Considerations and Comments**

\*Councilmember Ploughe recused himself from the discussion.

Councilmember Williams: Direct city manager and staff to research and develop ordinance amendments to reduce restrictions on bed and breakfast properties and enable issuance of short-term rental permits for restored historic properties

- Councilmember Williams withdrew her request for the city manager and staff to research and develop ordinance amendments to enable the issuance of short-term rental permits for restored historic properties.
- Councilmember Williams withdrew her request for the city manager and staff to research and develop ordinance amendments to reduce restrictions on bed and breakfast properties. Councilmember Williams requested the item's consideration at an upcoming city council meeting.

Mayor West: Direct city manager and staff to research and develop ordinance amendments to enable issuance of short-term rental permits in residential zones that by design attract tourists

- Mayor West withdrew his request for the city manager and staff to research and develop ordinance amendments to enable issuance of short-term rental permits in residential zones that by design attract tourists. Mayor West requested the item's consideration at an upcoming city council meeting.

## **Executive Session**

**Councilmember Parks** made a motion to move from the regular meeting into an executive session referencing personnel and real estate. **Councilmember Williams** seconded the motion. **Motion passed unanimously.**

**Councilmember Parks** made a motion to return to the regular meeting from an executive session. **Councilmember Hosti** seconded the motion. **Motion passed unanimously.**

Consideration to take any action needed arising from executive session – **No action taken**

## **Adjournment**

**Councilmember Parks** made a motion to adjourn the meeting. **Councilmember Ploughe** seconded the motion. **Motion passed unanimously.**

**City of Tybee Island**

---

**Brian West, Mayor**

**Attest:**

---

**Fabian Mann, Jr., City Clerk**

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

Item #1.



**File Attachments for Item:**

2. 2025 Private Parking Lot Renewals



# City of Tybee Island

## Memorandum

To: City of Tybee Island City Council  
From: Patricia Sinel, Community Development Director  
Date: March 27, 2025  
Re: Private Parking Lot Annual Renewal

---

### Title

Private Parking Lot License Renewal.

### Action

Approval of six (6) private parking lots referenced herein and also listed as follows:

1. 203 Fourteenth St (12 spaces)
2. 214 Second Ave (12 spaces)
3. 215 Lovell Ave (13 spaces)
4. 1001 Butler Ave (30 spaces)
5. 1401 Strand Ave (128 spaces)
6. 1511 Butler Ave (39 spaces)

### Background

**Section 3-250 Private parking lots** of the Land Development Code (LDC) regulates the private parking of motor vehicles for a fee so long as the property abuts a public road. This regulation is limited to commercially zoned property, including C-1 and/or C-2, and for the R-2 properties effectively licensed as of the 2013 LDC text amendment.

Application for renewal of a license to operate a private parking lot is due by December 15 for the upcoming calendar year. Due to staff transitions, the planned scheduling of the applications to be heard in a January 2025 City Council public meeting was not met.

Annual private parking lot renewal is contingent on the following requirements and considerations:

1. A valid professional survey of the lot is required which is to be used along with the site plan showing the parking spaces and structure(s).
2. The rental of parking spaces is limited on the holder's property between the hours of 10:00 a.m. to dusk **or** one-hour before and one-hour after a city approved special event.
3. Trash and recycling containers must be provided on site.
4. Property markers/corners must be marked in orange on the property during hours of operation.
5. A valid business license issued is required.

6. All spaces must be full sized parking spaces.
7. The parking of vehicles must be wholly on the private property of the approved location.
8. The owner shall provide proof of insurance coverage prior to licensing.
9. Any and all incident reports and citations shall be considered during the annual review.

#### Review Criteria

At a public meeting, with public comments allowed , City Council may reject any private parking lot application or may approve the application with conditions designed to protect neighboring properties, households and/or customers including, but not limited to:

1. Restricting the number of vehicles allowed to be parked on site.
2. Restricting the type of vehicles permissible for the location.
3. Restricting the hours of operation.
4. Increasing the requirements for security measures, buffers, noise control methods and/or any other conditions or requirements reasonably designed to lessen the impact of activity upon other properties or citizens.

#### Alternatives

1. Approval of the Private Parking Lot Licenses
2. Approval of the Private Parking Lot Licenses with Conditions
3. Denial of the Private Parking Lot Licenses

#### Recommendation

Staff recommends Council adopts Alternative 1.

#### Attachments:

1. Spreadsheet of Private Parking Lots
2. Surveys and Site Plans
3. Map of Private Parking Lots

PRIVATE PARKING LOTS								
NAME	ADDRESS	LICENSE	YEARS ACTIVE	SURVEY /SITE	CITATIONS	INS	# SPACES	ZONE
BRAMBLE FAMILY PARKING	215 LOVELL AV	1785	2009-2024	YES	0	YES	13	R-2
RENEE G. BRIDGES PARKING	1001 BUTLER AV	1331	2006-2024	YES	0	YES	30	R-2
JOYCE (PALMER) PRESCOTT PARKING	214 2ND AV	2192	2011-2024	YES	0	YES	12	R-2
JACK ROSENBERG PARKING	203 14TH ST	2024	2010-2024	YES	0	YES	12	R-2
HOTEL TYBEE PARKING	1401 STRAND	1360	2006-2024	YES	0	YES	128	C-1
SUNRISE PARKING	1511 BUTLER AV	1287	2006-2024	YES	0	YES	39	C-1

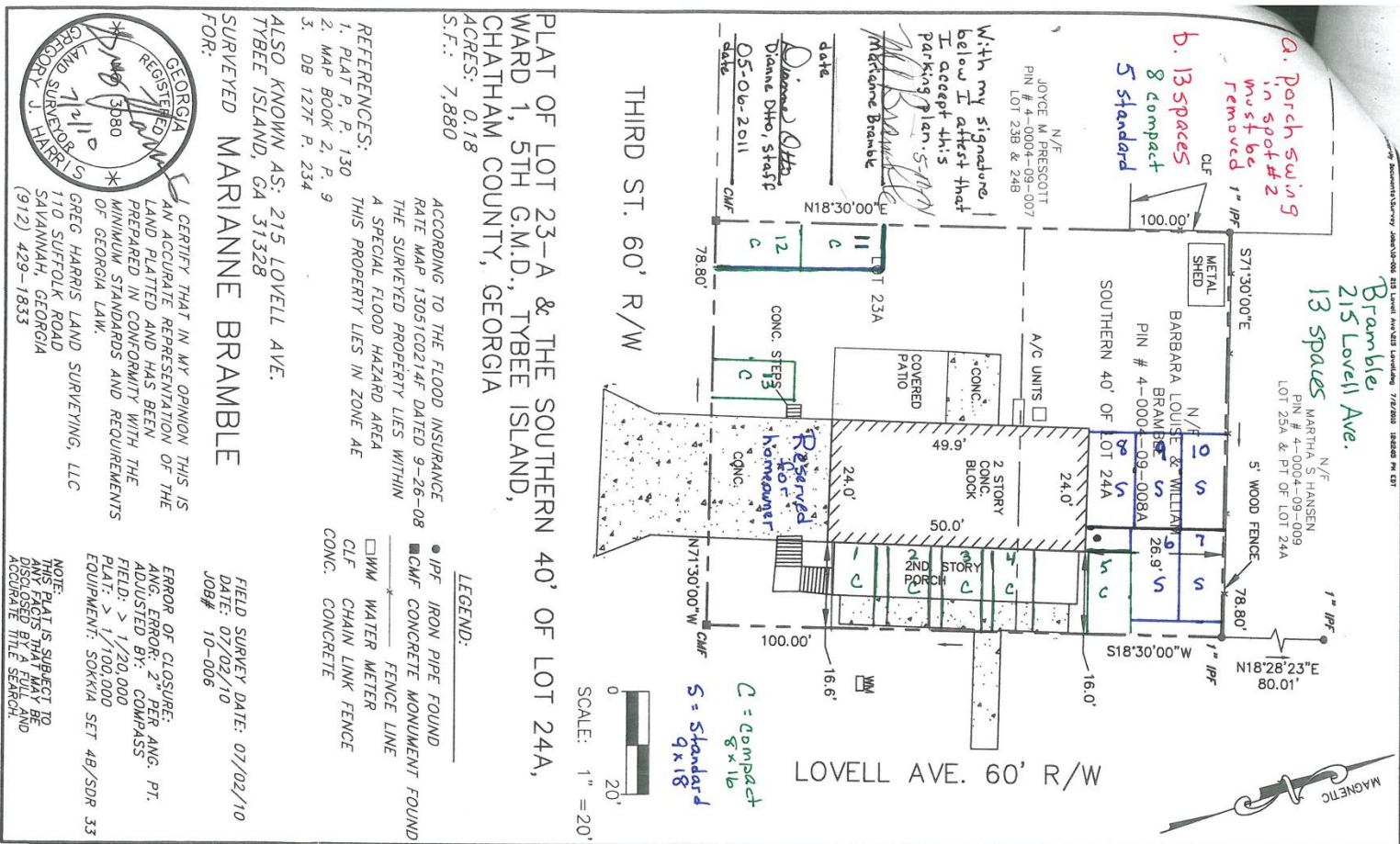




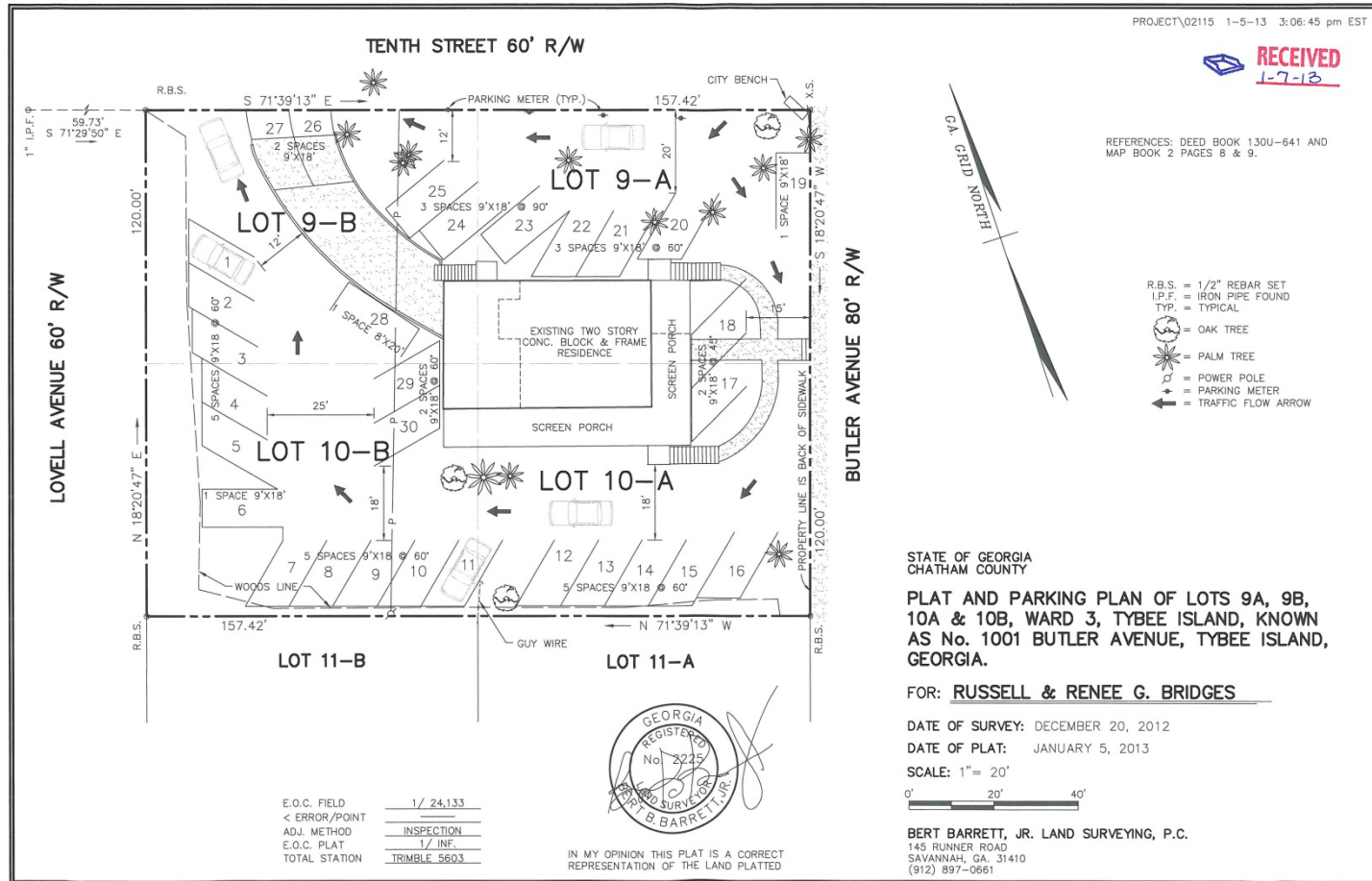
City of Tybee Island Private Parking Lot Locations

- Zoning Districts
- R-1
  - R-1-B
  - R-2
  - R-T
  - R-1-T\*
  - C-1
  - C-1\*
  - C-2
  - E-C
  - N-G
  - N-M
  - P-C
  - PUD
  - M-D
  - SEB
- Zoning Overlays
- NEC
  - NEP
  - SEB
- Private Parking Lots
- City Limits





# Renee G. Bridges Survey and Site Plan



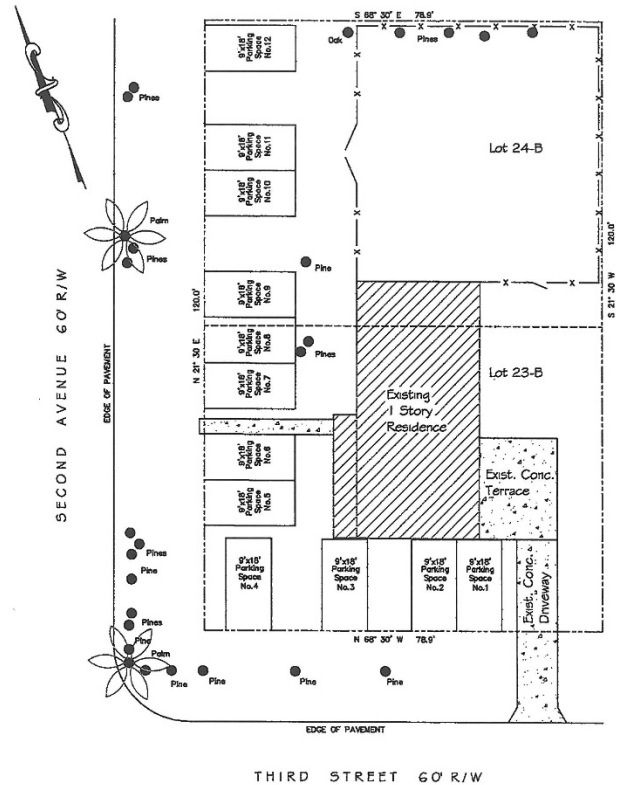
# Joyce Prescott Parking

## LEGAL DESCRIPTION

PLOT PLAN OF LOTS 23-B AND 24-B WARD 1, TYBEE ISLAND, GEORGIA.  
KNOWN AS 214 SECOND AVENUE

PREPARED FOR: JOYCE PRESCOTT

OFF-STREET PARKING PROPOSED = 12 SPACES



PLOT PLAN  
SCALE: 1"=10'-0"

In my opinion, this plan is a correct representation of the land parted and has been prepared in accordance with the provisions of the said Act.

*James D. Bailey*  
 R. MAUND, H. BAILEY  
 Geodetic Surveyor No. 906, S. L. S.

SUPERSEDED BY: RAY BAILEY AND ASSOCIATES  
CONSULTING ENGINEERS  
SAVANNAH, GEORGIA

SUBMITTED FOR: WILLIAM W. PRESOTT

STATE OF GEORGIA  
CHATHAM COUNTY

THIRD ST. GO'RW

PLAT OF LOTS 23 B, AND 24 B, WARD 7, TYGEE ISLAND, SAVANNAH BLAKE, GEORGIA, ALSO  
KNOWN AS 214 Second Avenue, Savannah Beach, Georgia.

SCALE: 1" = 20' .  
DATE: June 2, 1964.

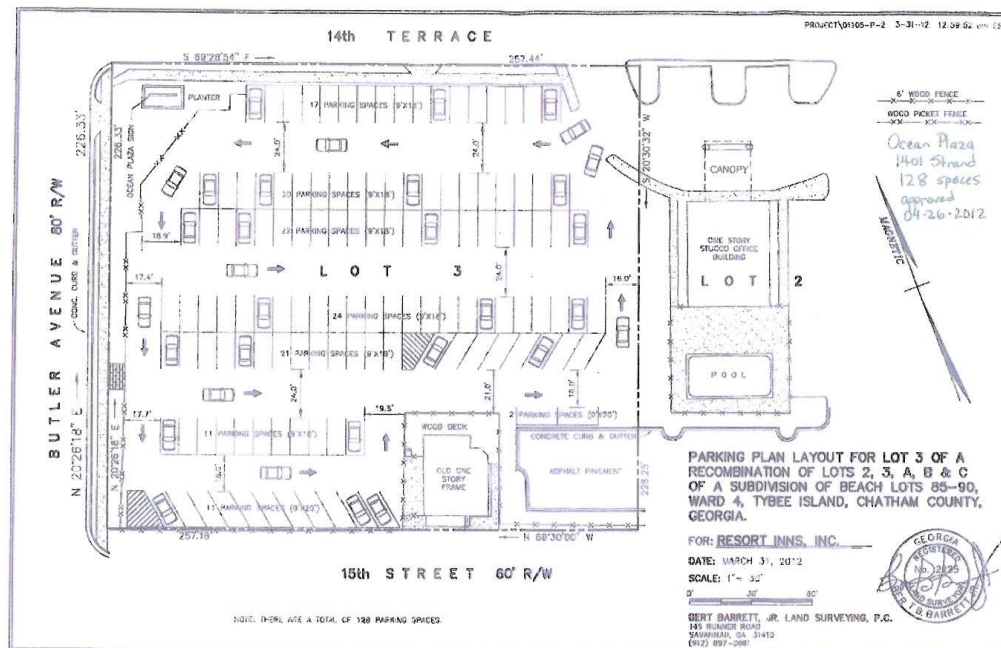


- Page 16 -

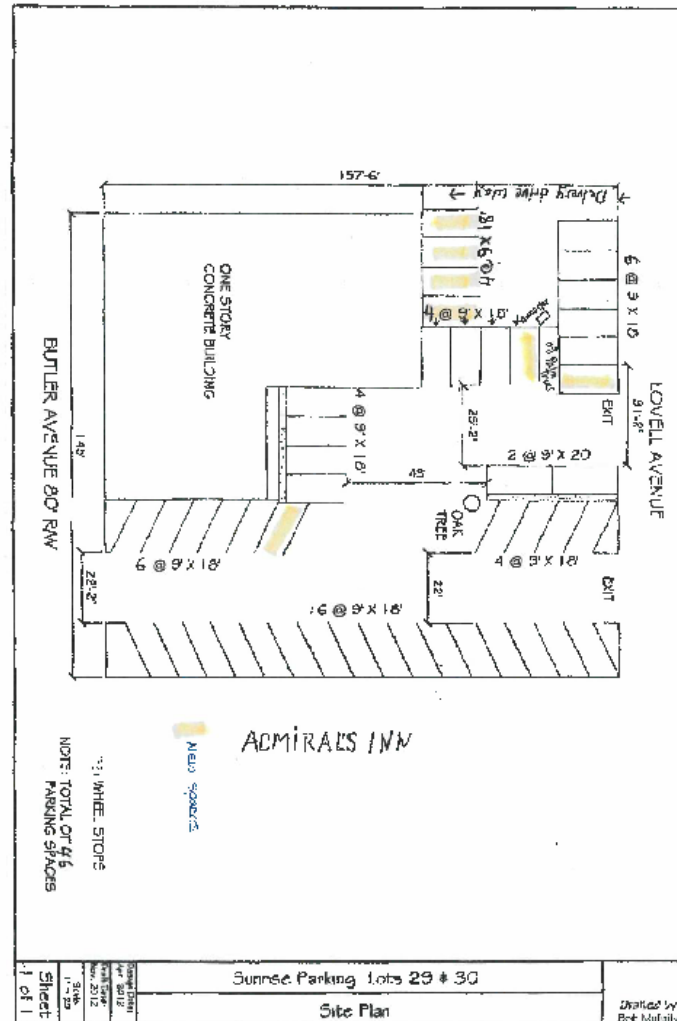
#1054 P. 001/001

BENCHMARK  
NAIL IN P/P  
ELEV 7.86



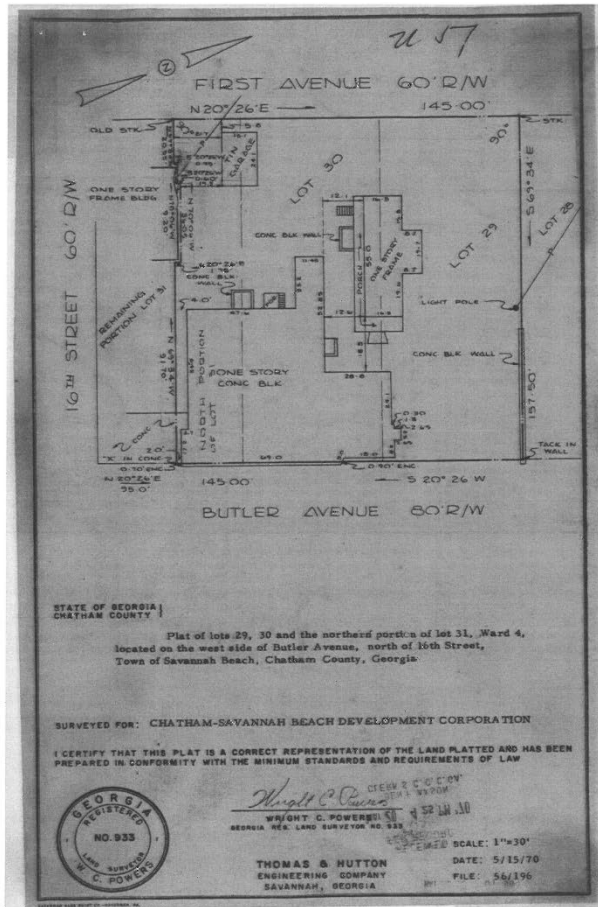


# Sunrise Parking





# Sunrise Parking





**File Attachments for Item:**

3. Capital A Productions Stage Vendor Contract



# City of Tybee Island

## Memorandum

To: City of Tybee Island City Council  
From: Bret Bell, City Manager  
Date: 3/19/25  
Re: Stage Vendor Contract for 2025 Labor Day Beach Bash

---

### Title

Stage Vendor Contract for 2025 Labor Day Beach Bash

### Action

Approval of a contract with Capital A Productions to provide stage equipment, delivery and set up services for the 2025 Labor Day Beach Bash on the Tybee Island Pier.

### Background

In 2024, the City of Tybee took over coordination of this event, which was previously managed by Visit Tybee. Visit Tybee continues to support the event as a financial sponsor.

### Facts and Findings

1. The City and Visit Tybee have used this vendor in past years for this event.
2. The vendor is local to the Savannah/Tybee Island Area and able to provide this service during a holiday weekend.

### Funding

The total cost for stage equipment, delivery, setup, and breakdown services for this event is \$3,911.78. Each year, the City receives approximately \$60,000 from Visit Tybee to support the planning, coordination, and execution of the Labor Day Beach Bash and New Year's Eve events. Funding for this project will be allocated from budget line 100-1320-52-1260.

### Purchasing Notes

City staff received estimates from two local stage vendors. After reviewing both quotes, staff recommends moving forward with the most cost-effective option, Capital A Productions.

### Alternatives

1. Approval of the consultant contract Capital A Productions is recommended.
2. Look for another stage vendor.

### Recommendation

That Council adopts Alternative 1.



21 Patton Rd Unit 100, Savannah, GA 31405   
info@capitalproductions.com   
912.963.0183 

PROVIDING WORRY-FREE EVENT PRODUCTION



reate Signature

Create Initial

Previous

Next

Submit

Item #3.

IntelliSign brought to you by IntelliEvent Lightning - Modern Software for Growing Event Companies

[https://ielighting.net/Intellisign.aspx?document\\_id=6FB3A197-E775-475F-B538-97ACAF825272&cs=cassidi.kendrick@cityoftybee.gov](https://ielighting.net/Intellisign.aspx?document_id=6FB3A197-E775-475F-B538-97ACAF825272&cs=cassidi.kendrick@cityoftybee.gov)

**Capital A Productions**

714 Marsh View Dr  
 Richmond Hill, GA 31324  
 Ph: 912-963-0183

**SERVICE Estimate**

www.capitalaproductions.com

JOB DESCRIPTION: 2025 Labor Day Stage Tybee Pier		Job# 1215550
<b>INVOICE TO:</b> City of Tybee 403 Butler Avenue, Tybee Island, Georgia 31328  <b>Attention:</b> Cassidi Kendrick <b>Phone:</b> (912) 472-5103 <b>Email:</b> cassidi.kendrick@cityoftybee.gov  <small>*This document is for estimating purposes only. Prices are subject to change if the actual labor worked or scope of work changes.</small>	<b>JOB SITE:</b> Tybee Island Pier 3 16th Street Tybee Island, Georgia ,31328  <b>Contact:</b> <b>Phone:</b> (912) 472-5103 <b>Email:</b> cassidi.kendrick@cityoftybee.gov	<b>Event Date:</b> 8/29/2025 <b>Load-In:</b> 8/29/2025 8:00 AM <b>Load-Out:</b> 9/1/2025 8:00 AM  <b>Terms:</b> Net 30 <b>Order Status:</b> Quote Only <b>Estimate by:</b> Brad Gibson <b>Estimate Date:</b> 3/5/2025 <b>Email:</b> brad@capitalaproductions.com <small>*Estimate good for 7 days.</small>

**SCOPE OF WORK**

**\*\*CAP to provide all labor and equipment necessary to execute the following: \*\***

**24'x20'x2'stage with 1 set of stairs.**

**8'X8'X1' Drum Riser**

<b>Sub Total:</b>	<b>\$3,911.78</b>
<b>Discount:</b>	<b>0.00</b>
<b>Job Total:</b>	<b>\$3,911.78</b>

reate Signature

Create Initial

Previous

Next

Submit

Item #3.

IntelliSign brought to you by IntelliEvent Lightning - Modern Software for Growing Event Companies

**Capital A Productions**

14 Marsh View Dr  
 Richmond Hill, GA 31324  
 Ph: 912-963-0183



THE SOUND AND LIGHTS OF SAVANNAH

Invoice to:		Delivery Address:	Job # 121555
City of Tybee 103 Butler Avenue Tybee Island, Georgia 31328		Tybee Island Pier 3 16th Street Tybee Island Georgia 31328	Order Status: Quote Only Order Date: 2/19/2025 Sales Person: Brad Gibson Email: brad@capitalaproductions.com
Contact: Cassidi Kendrick Phone: (912) 472-5103 Email: cassidi.kendrick@cityoftybee.gov		Contact: Phone: Cell: Email:	PO #  Terms: Net 30
Appointment Start / Stop 8/29/2025, 8:00 AM -			Appointment Start / Stop 8/29/2025, -
		Appointment Start / End 9/1/2025, 8:00 AM -	Job Modified: Mar 5 2025 11:38AM

Credit Card transactions will be charged a 4% processing fee

Quantity	Description	Duration	
42	Biljax Foot	2 Days	
42	Biljax Leg - 24"	2 Days	
84	Biljax Pin	2 Days	
1	Biljax Stairs with Handrail	2 Days	
30	4x4 Biljax	2 Days	
Total			\$2,624.00

**8X8 RISER**

Quantity	Description	Duration	
4	BILJAX DECK	2 Days	
9	5" Biljax Riser Wheel	1 Days	
Total 8X8 RISER			\$312.00

**LABOR**

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Subtotal
<b>Aug 29 25</b>							
	8:00 AM	12:00 PM	1	SH: Stagehand/Load-In	4 Hour(s)		
	8:00 AM	12:00 PM	1	Stage Build Lead/Load-In	4 Hour(s)		
<b>Sep 1 25</b>							
	8:00 AM	12:00 PM	1	SH: Stagehand/Load-Out	4 Hour(s)		

Create Signature

Create Initial

Previous

Next

Submit

Item #3.

IntelliSign brought to you by IntelliEvent Lightning - Modern Software for Growing Event Companies

LABOR

Date	Start	End	QTY	Personnel/Task	Duration	Unit Price	Subtotal
	8:00 AM	12:00 PM	1	Stage Build Lead/Load-Out	4 Hour(s)		
Total LABOR							\$867.68

Delivery/Misc

Quantity	Description	
1	**CAP no charge**	
1	Delivery 0-25 Miles	
1	Shop Prep Technician - 2 hours	
1	Truck Loader Small Event	
Total Delivery/Misc		\$108.10

Product Total:	\$2,936.00
Labor:	\$867.68
Delivery/Misc:	\$108.10
<b>Job Total:</b>	<b>\$3,911.78</b>

Total Weight: 3577





This Production Agreement ("Agreement") is entered into by and between Capital A Productions, referred to herein as Company and City of Tybee referred to herein as Customer.

#### 1. PROJECT DESCRIPTION:

**2025 Labor Day Stage Tybee Pier**

#### EVENT DATES:

**Event Date: 8/29/2025**

**Load-In: 8/29/2025 8:00 AM**

**Show Start: 8/29/2025**

**Load-Out: 9/1/2025 8:00 AM**

#### VENUE:

**Tybee Island Pier**

**316th Street**

**Tybee Island Georgia 31328**

The above description is collectively referred to in this Agreement as "Event."

#### 2. BASIC REQUIREMENTS: In order for Company's services to be provided the following must be provided at no cost to Company:

1. Direct truck access to loading entrance at time of load in and load out.
2. Parking for 4 Company vehicles(s) for duration of event. Also if CAP is asked to park or drive on a non-paved surface all towing expenses will be the responsibility of the Purchaser if the vehicles are unable to drive out of the area!
3. Adequate electrical service for all production equipment onsite. Power requirements are as follows:  
Certified electrician to make and break connection provided by Customer. Company's technicians are not licensed, nor are they permitted to do this work. All Stage rentals require a certified electrician to ground all stage structures.
4. A professional security force. Customer is responsible for all equipment onsite from loss, theft, or damage and for injury to Company's crew members due to lack of security or lapses in said security.
5. A clear, secure area for Company control. Exact position TBD.
6. An authorized representative of Customer onsite at during load in to oversee positioning of structure(s).
7. Customer must have a duly authorized representative of Customer at Job Location(s) at all times during Load In Date and Load Out Date.
8. Customer media available at time of load in to test.
9. All technical riders, stage plots and room or site plans and show schedule available at least 10 days prior to load in for review by Company.
10. On-site restroom facilities for Company's crew from beginning of load in through the end of load out.
11. Work light for after hours services.
12. All local permits, licenses, or government fees and taxes associated with the Event.
13. Company understands that Sponsorships Banners pay or help pay for some events. We want to help you display these banners but we have some guidelines for safety if hung from any stage roof. We must also have these banners at the stage area when the stage is being built, not just before show time. Fire resistant certificates are necessary for all banners. Company reserves the right not to hang a banner or take it down during the event if it feels it is unsafe to the structure of the roof or if it is not delivered to the stage as the roof is being built.

3. **EQUIPMENT AND LABOR:** Company shall provide to Customer the property, equipment, stages and vehicles (which property, equipment, stages and vehicles, together, are referred to in this document as "Property"), labor and services (which Property, labor and services, together are referred to in this document as "Production Services") as set forth in the production documents attached to this Agreement, which is incorporated herein by reference and made a material part hereof.

4. **PAYMENT:** Customer shall pay to Company the grand total ("Contract Price") as set forth in the Agreement, plus all applicable federal, state, and local taxes (including but not limited to sales taxes), charges and fees with respect to the Production Services. Unless otherwise provided herein, at the time of execution of the Agreement, Customer shall remit to Company initial deposit of fifty percent (50%) of the Contract Price ("Deposit") and provide written evidence in proper form of any exemption from federal, state and local taxes, if applicable. The remaining 50% of the Contract Price ("Remaining Balance") shall be due and payable prior to the company entering the Job Location(s) on the Load In Date. If the Remaining Balance is not paid by the Load In Date, Customer shall be in Default (as defined below) of the Agreement.

5. **CANCELLATION/CHANGE ORDERS.** Customer may cancel the Production Services by providing written notice to the Company with return receipt ("Cancellation"). If Cancellation is more than ten (10) calendar days prior to the Load In Date, then Customer shall only be required to pay Company the Deposit. If Cancellation is ten (10) calendar days or less from the Load In Date, then Customer shall remain obligated to pay the full Contract Price. We work in the rain and bad weather. Rain or bad weather is not a reason to cancel a rental. Any change or modification to the Agreement must be in writing and agreed to by both an authorized representative of Customer and Company in order to be binding ("Change Orders"). The Contract Price shall be adjusted to reflect the Change Orders. In addition, the Customer understands that the services provided by the Company are unique and that the Company makes arrangements to provide production services a substantial time before the date of the Engagement. If the Customer cancels this contract, the Company will suffer damages related to technical pre-production arrangements. These damages are difficult to measure. Therefore, if the customer cancels this contract at any time, The company has the right to keep the deposit as liquidated damages to compensate the Company for expenses and losses which result from cancellation of Contract by the customer.

Create Signature

Create Initial

Previous

Next

Submit

Item #3.

IntelliSign brought to you by IntelliEvent Lightning - Modern Software for Growing Event Companies

**5. OWNERSHIP/USE OF PROPERTY:** The Property delivered to the Job Location(s) by Company is, and shall at all times be and remain, the sole and exclusive Property of Company; and the Customer shall have no right, title or interest therein or thereto. Customer shall have the right to operate the equipment in accordance with the manufacturer's instructions and pursuant to the terms of this Agreement. Customer shall make no alterations, changes, or modifications to the Property, including but not limited to defacing, removing, or covering any nameplates on the Property showing Company's name and identification of ownership or that of the manufacturer, without having obtained the prior written authorization of Company. If Property is removed, stolen or damaged by Customer's attendees, guests, employees, performers, or other persons, then Customer shall be in Default and shall be liable for the cost of repairing or replacing the Property in Company's sole discretion.

**7. PROTECTION OF PROPERTY:** The risk of loss of the Property shall pass from Company to Customer upon delivery of the Property to the Job Location(s) on the Load Date and continue through the Load Out Date. Customer shall be required to obtain and maintain, at Customer's sole cost and expense, a proper security force ("Security") to ensure protection and security of all Property from loss, theft and/or damage and Company's crew from bodily injury. If Customer fails to procure proper Security, then Company shall have the option, but not the obligation, to hire its own Security at Customer's sole cost and expense.

Customer hereby assumes and shall bear the entire risk of loss and damage to the Property from any and every cause whatsoever except for any damage to the Property caused by Company's crew.

**3. INDEMNIFICATION AND INSURANCE PROVIDED BY CUSTOMER:** Customer agrees to defend, indemnify, and hold Company, its parent, subsidiary and affiliated companies and their owners, officers, and employees harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the Event irrespective of the cause of the Claim except as the result of Company's gross negligence or willful misconduct. Customer shall obtain and maintain, at its own expense, the following insurance policies:

Commercial general liability insurance coverage that includes coverage for independent contractors and contractual liability coverage specifically referring to this Agreement and to the hold harmless agreement herein. Said insurance shall include Company as an Additional Insured and provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Company's insurance. Such insurance shall remain in effect during the course of the Agreement, and shall include the following coverages: bodily injury, property damage, broad form contractual liability, personal injury liability, completed operations, and products liability. Such insurance shall have provided general aggregate limits of not less than \$2,000,000 (including the coverages specified above), personal injury, and advertising injury of not less than \$1,000,000, and per occurrence limits of no less than \$1,000,000.

Worker's compensation insurance during the course of the Agreement as required by applicable law and employer's liability insurance with minimum limits of \$1,000,000.

Business motor vehicle liability insurance including coverage for hired and non-owned vehicles, including utility vehicles such as trailers. Company shall be included as an additional insured with respect to the liability coverage. The policy shall also include coverage for pollution, if caused by accident, caused by any vehicles. Such insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Company's insurance.

All insurance maintained by Customer pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on Customer as against Company. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by Customer under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Customer's liability for any loss. Should Customer fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Company with satisfactory evidence of the insurance, Company may, but shall not be obliged to, procure the insurance and Customer shall reimburse Company on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this Agreement. Company and Company's insurance company shall provide Customer with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by Customer pursuant to the foregoing provisions. Before the Load In Date, Customer shall provide to Company Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

**2. INDEMNIFICATION AND INSURANCE PROVIDED BY COMPANY:** Company agrees to defend, indemnify, and hold Customer, its officers and employees harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the Event irrespective of the cause of the Claim except as the result of Customer's gross negligence or willful misconduct.

Company shall obtain and maintain, at its own expense, the following insurance policies:

Commercial general liability insurance coverage that includes coverage for independent contractors and contractual liability coverage specifically referring to this Agreement and to the hold harmless agreement herein. Said insurance shall include Customer as Additional Insured and remain in effect during the course of the Agreement, and shall include the following coverages: bodily injury, property damage, broad form contractual liability, personal injury liability, completed operations, and products liability. Such insurance shall have provided general aggregate limits of not less than \$2,000,000 (including the coverages specified above), personal injury, and advertising injury of not less than \$1,000,000, and per occurrence limits of no less than \$1,000,000.

Worker's compensation insurance during the course of the Agreement as required by applicable law and employer's liability insurance with minimum limits of \$1,000,000.

Business motor vehicle liability insurance including coverage for hired and non-owned vehicles, including utility vehicles such as trailers. The policy shall also include coverage for pollution, if caused by accident, caused by any vehicles. Such insurance shall provide not less than \$1,000,000 in combined single limits liability coverage. The policy shall also include coverage for pollution, if caused by accident, caused by any vehicles. Such insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Company's insurance.

Create Signature

Create Initial

Previous

Next

Submit

Item #3.

IntelliSign brought to you by IntelliEvent Lightning - Modern Software for Growing Event Companies



10. ACCESS TO JOB LOCATION(S): Customer hereby agrees to provide, or cause to be provided, to Company, all necessary and unobstructed access to the Job Location(s) (including, without limitation, ingress and egress, access to all necessary electrical hookups, and adequate power necessary for the operation of the Property), and sufficient space for the installation, set-up, operation, use, maintenance, and removal of the Property. Without limiting the foregoing,

Customer shall be responsible for obtaining and maintaining all rights of way and associated consents, waivers, licenses, easements, utilities, electrical hookups and permits (including electrical permits), as well as sufficient working space or setbacks from all structures or improvements now or hereafter erected at the Job Location(s) with respect to the Property. To the extent Customer may require a mobile stage, Customer warrants and represents that the Job Location(s) has sufficient space to support a mobile stage, a truck weighing up to 20 tons, and a stage weighing 20 tons. If, in the course of the Agreement, Company discovers that its ability to install, operate, set-up, run, use, and maintain the Property is impeded by the site conditions or the inability to access the site, it shall notify Customer of such conditions and Customer shall take immediate actions to correct the site condition problems, at Customer's expense. The failure of Customer to promptly correct such conditions and/or problems shall constitute a Default.

11. LIMITATIONS OF LIABILITY: In addition to other provisions set forth in the Agreement, Company shall not be liable for any loss, damage, or injury arising from the installation, use, operation, maintenance, and/or removal of the equipment, unless due to the gross negligence or willful misconduct of Company. Notwithstanding anything contained to the contrary herein.

NOTWITHSTANDING THE FOREGOING, IT IS AGREED THAT UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, OR FOR ANY OTHER DAMAGES, OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CONTRACT PRICE STATED IN THE AGREEMENT IS CONSIDERATION IN LIMITING COMPANY'S LIABILITY. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY COMPANY TO CUSTOMER, EXCEPT AS OTHERWISE EXPRESSLY CONTAINED IN THE AGREEMENT, AND COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANY THIRD PARTY, OF ANY KIND AND HOWEVER CAUSED, WHETHER BY ANY PROPERTY, ITS USE, OPERATION, REPAIR, MAINTENANCE, REMOVAL, OR ITS FAILURE, OR BY INTERRUPTION OF SERVICE. COMPANY SPECIFICALLY

DISCLAIMS, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. DEFAULT: If Customer fails to make payments as set forth in Section 4, breaches any of the duties, terms, covenants, conditions, and/or restrictions set forth in the Agreement, or fails to timely perform any other obligation required under the Agreement, then Customer shall be deemed to be in default of the Agreement ("Default"). In the event of a Default, Company shall be entitled to all remedies under law or equity. In addition, Company shall have the right, in its sole discretion, to refuse performance, suspend performance, and/or terminate further performance without incurring liability. Any such actions shall not relieve Customer from its obligations to pay the Contract Price. Further, if Customer fails to pay Company any monies due to Company under the Agreement, then Customer shall be obligated to pay to Company the full price with no discounts included, and interest in the amount of one and one half percent (1.5%) per month until payment in full of the Contract Price with no discount and any interest. Further, in the event of a Default by Customer, Company shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing or attempting to enforce its rights under the Agreement.

13. EXCUSE FOR NONPERFORMANCE: Company is not responsible for any failure of or delays in the delivery or set up of the Production Services under the Agreement to the extent such failure or delay arises from or relates to a Default by the Customer and/or a Force Majeure Event. A "Force Majeure Event" is defined as any of the following: weather conditions; power failure; vandalism; theft; natural disasters; Governmental Unit rules, regulations, or orders, including orders or judgments of any court or commissions; delay or failure in obtaining necessary permits; Acts of God; strikes or labor disputes; war or acts of terrorism; the

presence of hazardous, toxic or other dangerous materials; issues related to the Job Site and site conditions which are not reasonably foreseeable; or any other cause or condition beyond the control of Company.

14. CONFIDENTIALITY: Customer may not, except within the scope of the Agreement, directly or indirectly, divulge, reveal, report, publish, transfer, disclose, or use any Confidential Information. "Confidential Information" shall mean all private or nonpublic information that has been obtained or disclosed to Customer as a result of this Agreement and the provision of Production Services by Company, including, but not limited to, information concerning Property, patterns, designs, drawings, production or engineering data, or other technical proprietary information. Customer acknowledges that such documents and information are Confidential Information and the sole exclusive property of Company. Upon termination of this Agreement or upon request by Company at any time, Customer shall surrender and return to Company such Confidential Information, along with any copies or printouts of such information, in any medium.

15. Company is not responsible for providing any content for any show. This includes but is not limited to background, house, or playback music at any event. Company will however, play any music provided by Customer. All copyright and other applicable laws is the responsibility of the customer.

16. Company is responsible for technical production only, unless specified herein. Company is not responsible for any festival or promoter production duties. For example Band Parking, Band Hospitality, Artist Schedules, Managing Stage Performance Times, Credentials, Artist Settlement, Security for Artist Equipment, Stage Security, etc. CAP does however, offer Stage Management and Production Management services for an additional fee.

17. Company will not absorb any electrical, union, rigging, access, or other charges from venue(s). Labor hours outlined in Company's paperwork are estimates only based on information provided by Customer as of the date the paperwork was created. Any additional hours of labor required will be charged at prevailing rates.

18. The parties acknowledge and agree that the terms and conditions of this agreement shall continue to apply to all future rental transactions between them, without necessity of either party executing a new agreement.

19. Company reserves equipment on a first-come, first-serve basis and does not guarantee that the equipment quoted will be available (a customer's quoted equipment will

Create Signature

Create Initial

Previous

Next

Submit

Item #3.

IntelliSign brought to you by IntelliEvent Lightning - Modern Software for Growing Event Companies

21. Customer may not assign the Agreement or its interest in the Production Services without the prior written consent of Company. The Agreement shall be governed by the laws of the State of Georgia. The parties agree that any action concerning the terms of the Agreement shall be brought in a Court of competent jurisdiction in the State of Georgia. The parties hereby consent to be subject to the in personal jurisdiction of the State of Georgia. If any provisions of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any way affect or render invalid or unenforceable any other provision of the Agreement and the Agreement shall be carried out as if such invalid or unenforceable provision were not contained herein. A failure by either party to enforce any right under the Agreement shall not at any time constitute a waiver

of such right or any other right, and shall not modify the rights or obligations of either party under the Agreement. This Agreement with these Terms and Conditions supersedes all prior agreements and understanding between the parties hereto concerning the subject matter herein, and constitutes the entire agreement between Customer and Company. The Agreement shall not be amended, modified, revised, or terminated except by further written agreement signed by Customer and Company. The Agreement may be executed in any number of counterparts and/or by facsimile, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

22. Floors: CAP shall not be held responsible for any damage to floors, surfaces, or property, whether incidental or consequential, that may occur during the course of the work. It is the responsibility of the property owner or client to ensure proper protection of floors and surfaces, and the Contractor shall not be liable for any damage, regardless of cause."

ACCEPTANCE: By signing, Company and Customer agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

Client's Name on Invoice: City of Tybee

Authorized Signature of Customer: \_\_\_\_\_ Sign Here \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Authorized Signature of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Job #: 1215550

Create Signature

Create Initial

Previous

Next

Submit

Item #3.

IntelliSign brought to you by IntelliEvent Lightning - Modern Software for Growing Event Companies

reate Signature

Create Initial

Previous

Next

Submit

Item #3.

IntelliSign brought to you by IntelliEvent Lightning - Modern Software for Growing Event Companies

CONTRACT ADDENDUM  
FOR CITY OF TYBEE ISLAND  
AND \_\_\_\_\_

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

By: Capital A Productions, LLC

Leslie Gibson

Printed Name

Finance Manager

Title

3/13/2025

Date

CITY OF TYBEE ISLAND, GEORGIA

By: \_\_\_\_\_

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

**File Attachments for Item:**

4. Ghost Coast Entertainment Firework Show Contracts



# City of Tybee Island

## Memorandum

To: City of Tybee Island City Council  
From: Bret Bell, City Manager  
Date: 3/20/25  
Re: 2025 City of Tybee Firework Shows Contracts

---

### Title

2025 City of Tybee Firework Shows Contracts

### Action

Approval of three 2025 Firework Show Contracts with Ghost Coast Entertainment for July 4<sup>th</sup>, Labor Day and New Years Eve on the Tybee Island Pier.

### Background

The City of Tybee Island hosts three annual fireworks and light display shows in celebration of July 4<sup>th</sup>, Labor Day, and New Year's Eve. In early 2024, the Communications and Outreach team researched options and gathered quotes from three different vendors to ensure the best experience for our community and visitors.

### Facts and Findings

1. Holiday events like July 4<sup>th</sup>, Labor Day, and New Year's Eve play an important role in boosting Tybee's local economy by attracting visitors and supporting our business community.
2. Per the City's procurement policy, purchases under \$15,000 can be approved by a City Department Head. For purchases between \$15,000 and \$50,000, the City Manager can authorize them, provided three price quotes are obtained.
3. Ghost Coast Entertainment is an established vendor the City has worked with previously. They meet all local, state, and federal licensing requirements for conducting fireworks displays.
4. Ghost Coast Entertainment is also mindful of Tybee's sensitive beach environment and ensures thorough cleanup of debris immediately after each fireworks show.
5. Fireworks shell sizes vary from 1 to 5 inch shells. The shell size determines the height of the explosive, and the size of the security perimeter around the launch area.

### Funding

The City collected three quotes for the July 4<sup>th</sup> Fireworks Show.

- Deep South Fireworks: \$23,250 (3,842 Shots)
- Freedom Fireworks: \$19,500 (3,200 Shots)
- Ghost Coast Entertainment: \$20,000 (8,711 Shots)

The total cost for show equipment, delivery, setup, and breakdown/cleanup services for all 2025 Fireworks shows are as follows:

- July 4<sup>th</sup>- \$20,000.00
- Labor Day- \$10,000.00
- New Years Eve- \$10,000.00

**Total: \$40,000.00**

# City of Tybee Island

Each year, the City receives approximately \$60,000 from Visit Tybee to support the planning, coordination, and execution of the Labor Day Beach Bash and New Year's Eve events. Funding for this project will be allocated from budget line 100-1320-52-1260.

## Purchasing Notes

City staff received estimates from three fireworks/light display vendors. After reviewing all three quotes, staff recommends moving forward with the quotes received from Ghost Coast Entertainment. The city's contract addendum has been signed and contracts have been reviewed by the City Attorney.

## Alternatives

1. Approval of the vendor contracts with Ghost Coast Entertainment is recommended.
2. Look for another fireworks vendor.

## Recommendation

That Council adopts Alternative 1.



# Ghost Coast Entertainment, LLC

This Service Agreement ("Agreement") is made and entered into as of February 20<sup>th</sup>, 2025 by and between:

**The Contractor:** Ghost Coast Entertainment LLC, with its principal place of business (Registered Agent) at 8735 Dunwoody Place, Ste N, Atlanta, GA, 30350. Referred to as 'GCE.'

Initial  
*KMJ*

and

**The Client:** City of Tybee Island, Georgia with its principal place of business at 403 Butler Avenue, Tybee Island, GA. 31328. Referred to as 'Client.'

## Scope of work

GCE will provide a fireworks display for the Client on July 4th, 2025. The display will last approximately 15-17 minutes at a cost of \$20,000. The exact start time will be established in coordination with the Client and the Authority Having Jurisdiction (AHJ), but it will take place at or near dusk.

## Site Requirements.

- **Security Area:** The Client will provide a designated area for the display, ensuring that the site complies with the safety requirements set forth by the National Fire Protection Association (NFPA 1123) and other applicable regulations.
- **Space:** Sufficient space will be provided by the Client to ensure the safe execution of the fireworks display. This includes clearance areas for fireworks, fallout zones, and audience areas.
- **Safety Precautions:** GCE will provide safety measures to ensure the display is conducted in compliance with all local safety codes and regulations.



### **Security Area**

- The Customer agrees to provide sufficient space for GCE to properly conduct the fireworks display, in accordance with NFPA 1123-2014 (hereinafter referred to as the "Security Area"). The Customer further agrees to provide adequate law enforcement personnel to prevent unauthorized persons from entering the Security Area.
- For the purposes of this Agreement, "Unauthorized Persons" shall refer to anyone other than GCE employees or individuals specifically authorized in writing by the Client or the Authority Having Jurisdiction (AHJ), and submitted to and approved by GCE prior to the event.
- The Customer is responsible for any expenses related to security or stand-by fire protection.
- **The Client acknowledges that failure to provide and maintain the Security Area in accordance with NFPA 1123 and applicable regulations may result in safety hazards and legal consequences. The Client agrees to indemnify, defend, and hold harmless the Contractor from any claims, damages, or liabilities arising out of the Client's failure to comply with these requirements.**

### **Indemnification and Hold Harmless**

- The Customer agrees to indemnify, defend, and hold GCE harmless from any and all damages, losses, or liabilities incurred as a result of Unauthorized Persons entering the Security Area. This includes, but is not limited to, any claims or legal actions brought against GCE for damages caused, in whole or in part, by such Unauthorized Persons. The Customer further agrees to assume responsibility for any claims, actions, or costs arising from such incidents.

### **Setup and Breakdown:**

- GCE will handle all aspects of setup, preparation, and breakdown of the fireworks display, including the control of and the loading of pyrotechnic products.
- The Client will provide security personnel to control access to the Security Area and prevent unauthorized persons from entering the designated safety zones.
- GCE will provide qualified pyrotechnic technicians to oversee the display and ensure safe handling of all pyrotechnics.
- GCE will be responsible for the cleanup of unexploded pyrotechnic products and large debris immediately following the event. All necessary cleanup will be completed promptly and safely.

### **Insurance:**

- GCE will provide General Liability (\$1,000,000), Automobile Liability and Workers Compensation Insurances for this event and the activities and services connect to the event. The Client will be added as an additional insured under our policy's.

### **Compliance with Laws and Regulations**

- Upon execution of this Agreement, the Customer shall promptly apply for any required approvals from relevant governmental agencies (i.e. Department of Natural Resources), officers, or authorities as mandated by applicable laws, ordinances, codes, or regulations. The Customer agrees to indemnify and hold GCE harmless from any claims, suits, actions, demands, penalties, losses, or damages arising from the Customer's failure or neglect to obtain such approvals.
- This Agreement is made expressly subject to, and the Customer agrees to comply with, all applicable laws, ordinances, codes, and regulations that may be relevant to the terms and conditions of this Agreement, including any current or future rules and regulations established under such laws.

### **Permits and Licenses**

- GCE will obtain the necessary fire-related permits and licenses required to perform the fireworks display, unless prohibited by applicable laws, rules, or regulations.

### **Warranty Exclusions**

- Except as expressly stated herein, GCE makes no warranties, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
- No statement or representation, including but not limited to any claims regarding the capacity, suitability, or performance of equipment or products, shall be considered a warranty by GCE, nor shall it create any liability or obligation on GCE's part.
- Under no circumstances shall GCE be liable for any loss of profits, economic loss, or any indirect, special, consequential, or similar damages arising from any alleged breach of obligations under this Agreement.

## **Complaints**

### **Reporting of Complaints:**

- In the event that the Customer has any complaints regarding the fireworks display or the services provided by GCE, the Customer agrees to promptly notify GCE in writing within 3 days following the event. The complaint should include a detailed description of the issue or concern.

### **Resolution of Complaints:**

- Upon receiving a complaint, GCE will make reasonable efforts to address and resolve the issue in a timely and professional manner. GCE will review the complaint and, if necessary, coordinate with the Customer to determine an appropriate course of action.

### **Limitations:**

- GCE will not be held liable for any complaints related to weather conditions, changes in safety regulations, or factors outside of its control. Additionally, any complaints arising from unauthorized persons entering the Security Area, or from events that occur due to the Customer's failure to comply with safety and security requirements, will not be the responsibility of GCE.

### **Dispute Resolution:**

- In the event that the complaint cannot be resolved between the parties, both the Customer and GCE agree to resolve the matter through mediation before pursuing any legal actions.

## **Advertisement and Promotions**

- The Customer agrees that when promoting the fireworks display performed by GCE, the Customer will explicitly name GCE as the fireworks provider in all promotional and advertising materials, including but not limited to, social media, print media, event programs, and other promotional channels.
- The Customer also agrees to allow GCE to use the Customer's name, logo, or branding in promotional materials related to the fireworks display, including but not limited to advertising, marketing, and on GCE's website or social media platforms. In coordination with the city, an event page on our website may be made to help promote the city's event.

### Payment Terms

The Customer, CITY OF TYBEE ISLAND, GA, agrees to pay GCE a total of \$20,000.00 for the fireworks display, excluding applicable taxes and permit fees.

**1. Deposit:**

Due to the fiscal year constraints, GCE has waived the deposit.

**2. Balance:**

The full balance of **\$20,000.00** will be due after the display upon receipt of the final invoice from GCE, payable to GCE within 30 days of the display.

*For Mailed Checks: Contact us for mailing address.*

### Late Payment

If payment is not made by the due date, GCE will charge a late fee of **1.5% per month** on any overdue amount. This fee will continue to accrue until the full balance is paid.

## **Tariff Provision**

Due to the nature of the pyrotechnics industry, where a majority of the products are imported into the United States, GCE is legally responsible for the payment of any applicable tariffs (border taxes) imposed on pyrotechnic products.

### **1. Price Adjustments Due to Tariffs:**

From the date of execution of this Agreement, in the event that additional costs arise due to increased prices from the manufacturer or new tariffs levied on imported pyrotechnic products, the Client will have the following options:

- **Option 1:** The Client may agree to increase their budget for the fireworks display to accommodate the additional cost resulting from the tariff or price increase.
- **Option 2:** The Client may choose to maintain their original budget, in which case GCE will reduce the amount of pyrotechnic products used in the display to match the revised budget.

### **2. Notification and Change of Show Size:**

If the Client chooses to defer, modify, or cancel the display due to changes in cost caused by tariffs or price increases, the Client must notify GCE no less than ninety (90) days prior to the scheduled date of the display. Any changes or cancellations made after this period may result in additional charges or forfeiture of deposit, as outlined in the cancellation policy of the contract.

### **3. Responsibility for Tariffs:**

GCE will bear all responsibility for the payment of tariffs or border taxes directly imposed on pyrotechnic products imported for the display. The Client is responsible only for the potential cost adjustments to the overall budget, should they choose to absorb any changes in cost due to tariffs or price increases.

### **Cancellation**

- GCE will determine the weather conditions that prohibit the fireworks display from proceeding. In such cases, GCE agrees to reschedule the Show to the following day or another mutually agreed-upon date.
- In addition to the contracted Show cost, the Customer shall reimburse GCE for any additional expenses incurred in rescheduling, including but not limited to labor, lodging, and per diem.
- These additional expenses will not be less than 10% of the contracted price of the Show.
- If the Show must be rescheduled to a date other than the previously agreed rain date, the Customer agrees to cover the actual additional expenses incurred by GCE, including labor, lodging, per diem, etc., which will not be less than 30% of the contracted price of the Show.
- Should the Customer elect to cancel the Show for any reason, the Customer must provide GCE with 30 days' written notice via certified mail, return receipt, to the address specified in this Agreement. The Customer acknowledges that GCE will incur substantial costs in preparing for the Show and agrees to pay 50% of the total contract price as liquidated damages for cancellation due to the fault of the Customer.

### **Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

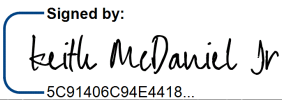


**\*\*Signatures\*\***

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

**Ghost Coast Entertainment, LLC.**

Signed by:



By: 

5C91406C94E4418...

Name: Keith McDaniel Jr

Title: Chief operations officer

Date: 2/20/2025

**City of Tybee Island, Georgia.**

By:

Name:

Title:

Date:



# Outdoor Firework

## Quote

Issued: January 22<sup>nd</sup>, 2025.

Expires: February 21<sup>st</sup>, 2025.

**Client:** City of Tybee Island, Georgia.

**Date:** Friday, July 4<sup>th</sup>, 2025.

**Duration:** 15-16 minutes.

**Time:** dark, estimated 9:00pm.

**Client Budget:** \$25,000.

Shell Counts:

1.5"	6911+
2.0"	900+
2.5"	600+
3.0"	300+

**Quote:** **\$20,000.**

Ghost Coast Entertainment, LLC is pleased to propose a fireworks display for the City of Tybee Island, GA, scheduled for Friday, July 4th, 2025. The total cost for the event will be **\$20,000**, which includes a \$4,000 discount in recognition of the city’s status as a valued, recurring customer. Included with this proposal, we have provided a sample soundtrack for the July 4th celebration, along with a rendering of the anticipated visual display. We look forward to the opportunity to collaborate on making this event a memorable occasion for the community.

**Optional:** In addition to the proposed fireworks display, Ghost Coast Entertainment, LLC is pleased to offer an optional audio system for installation at three locations in the area of the pier. The system can be made available beginning at approximately 5:00 PM, and can be utilized in any manner the client deems appropriate.

Our team can assist in managing the audio system, providing general ambient music or attempt to partner with a local radio station to enhance the event atmosphere leading up to the fireworks display. Additionally, the audio system will be used during the fireworks show to synchronize the soundtrack with the visual effects for a fully immersive experience.

The cost for this optional audio system service is **\$3,500**

CONTRACT ADDENDUM  
FOR CITY OF TYBEE ISLAND  
AND GHOST COAST ENTERTAINMENT

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: Keith Wade McDaniel Jr

By: \_\_\_\_\_

KEITH W MCDANIEL

Printed Name

\_\_\_\_\_  
Date

COO

Title

3/20/25

Date

Attest: \_\_\_\_\_





# Ghost Coast Entertainment, LLC

This Service Agreement ("Agreement") is made and entered into as of February 24<sup>th</sup>, 2025 by and between:

**The Contractor:** Ghost Coast Entertainment LLC, with its principal place of business (Registered Agent) at 8735 Dunwoody Place, Ste N, Atlanta, GA, 30350. Referred to as 'GCE.'

Initial  
KMJ

and

**The Client:** City of Tybee Island, Georgia with its principal place of business at 403 Butler Avenue, Tybee Island, GA. 31328. Referred to as 'Client.'

## Scope of work

GCE will provide a fireworks display for the Client on August 31<sup>st</sup>, 2025. The display will last approximately 10 minutes at a cost of \$10,000. The exact start time will be established in coordination with the Client and the Authority Having Jurisdiction (AHJ), but it will take place at or near dusk.

## Site Requirements.

- **Security Area:** The Client will provide a designated area for the display, ensuring that the site complies with the safety requirements set forth by the National Fire Protection Association (NFPA 1123) and other applicable regulations.
- **Space:** Sufficient space will be provided by the Client to ensure the safe execution of the fireworks display. This includes clearance areas for fireworks, fallout zones, and audience areas.
- **Safety Precautions:** GCE will provide safety measures to ensure the display is conducted in compliance with all local safety codes and regulations.

### **Security Area**

- The Customer agrees to provide sufficient space for GCE to properly conduct the fireworks display, in accordance with NFPA 1123-2014 (hereinafter referred to as the "Security Area"). The Customer further agrees to provide adequate law enforcement personnel to prevent unauthorized persons from entering the Security Area.
- For the purposes of this Agreement, "Unauthorized Persons" shall refer to anyone other than GCE employees or individuals specifically authorized in writing by the Client or the Authority Having Jurisdiction (AHJ), and submitted to and approved by GCE prior to the event.
- The Customer is responsible for any expenses related to security or stand-by fire protection.
- **The Client acknowledges that failure to provide and maintain the Security Area in accordance with NFPA 1123 and applicable regulations may result in safety hazards and legal consequences. The Client agrees to indemnify, defend, and hold harmless the Contractor from any claims, damages, or liabilities arising out of the Client's failure to comply with these requirements.**

### **Indemnification and Hold Harmless**

- The Customer agrees to indemnify, defend, and hold GCE harmless from any and all damages, losses, or liabilities incurred as a result of Unauthorized Persons entering the Security Area. This includes, but is not limited to, any claims or legal actions brought against GCE for damages caused, in whole or in part, by such Unauthorized Persons. The Customer further agrees to assume responsibility for any claims, actions, or costs arising from such incidents.

### **Setup and Breakdown:**

- GCE will handle all aspects of setup, preparation, and breakdown of the fireworks display, including the control of and the loading of pyrotechnic products.
- The Client will provide security personnel to control access to the Security Area and prevent unauthorized persons from entering the designated safety zones.
- GCE will provide qualified pyrotechnic technicians to oversee the display and ensure safe handling of all pyrotechnics.
- GCE will be responsible for the cleanup of unexploded pyrotechnic products and large debris immediately following the event. All necessary cleanup will be completed promptly and safely.

### **Insurance:**

- GCE will provide General Liability (\$1,000,000), Automobile Liability and Workers Compensation Insurances for this event and the activities and services connect to the event. The Client will be added as an additional insured under our policy's.



### **Compliance with Laws and Regulations**

- Upon execution of this Agreement, the Customer shall promptly apply for any required approvals from relevant governmental agencies (i.e. Department of Natural Resources), officers, or authorities as mandated by applicable laws, ordinances, codes, or regulations. The Customer agrees to indemnify and hold GCE harmless from any claims, suits, actions, demands, penalties, losses, or damages arising from the Customer's failure or neglect to obtain such approvals.
- This Agreement is made expressly subject to, and the Customer agrees to comply with, all applicable laws, ordinances, codes, and regulations that may be relevant to the terms and conditions of this Agreement, including any current or future rules and regulations established under such laws.

### **Permits and Licenses**

- GCE will obtain the necessary fire-related permits and licenses required to perform the fireworks display, unless prohibited by applicable laws, rules, or regulations.

### **Warranty Exclusions**

- Except as expressly stated herein, GCE makes no warranties, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
- No statement or representation, including but not limited to any claims regarding the capacity, suitability, or performance of equipment or products, shall be considered a warranty by GCE, nor shall it create any liability or obligation on GCE's part.
- Under no circumstances shall GCE be liable for any loss of profits, economic loss, or any indirect, special, consequential, or similar damages arising from any alleged breach of obligations under this Agreement.

## Complaints

### Reporting of Complaints:

- In the event that the Customer has any complaints regarding the fireworks display or the services provided by GCE, the Customer agrees to promptly notify GCE in writing within 3 days following the event. The complaint should include a detailed description of the issue or concern.

### Resolution of Complaints:

- Upon receiving a complaint, GCE will make reasonable efforts to address and resolve the issue in a timely and professional manner. GCE will review the complaint and, if necessary, coordinate with the Customer to determine an appropriate course of action.

### Limitations:

- GCE will not be held liable for any complaints related to weather conditions, changes in safety regulations, or factors outside of its control. Additionally, any complaints arising from unauthorized persons entering the Security Area, or from events that occur due to the Customer's failure to comply with safety and security requirements, will not be the responsibility of GCE.

### Dispute Resolution:

- In the event that the complaint cannot be resolved between the parties, both the Customer and GCE agree to resolve the matter through mediation before pursuing any legal actions.

## Advertisement and Promotions

- The Customer agrees that when promoting the fireworks display performed by GCE, the Customer will explicitly name GCE as the fireworks provider in all promotional and advertising materials, including but not limited to, social media, print media, event programs, and other promotional channels.
- The Customer also agrees to allow GCE to use the Customer's name, logo, or branding in promotional materials related to the fireworks display, including but not limited to advertising, marketing, and on GCE's website or social media platforms. In coordination with the city, an event page on our website may be made to help promote the city's event.

### Payment Terms

The Customer, CITY OF TYBEE ISLAND, GA, agrees to pay GCE a total of \$10,000.00 for the fireworks display, excluding applicable taxes and permit fees.

**1. Deposit:**

Due to the fiscal year constraints, GCE has waived the deposit.

**2. Balance:**

The full balance of **\$10,000.00** will be due after the display upon receipt of the final invoice from GCE, payable to GCE within 30 days of the display.

*For Mailed Checks: Contact us for mailing address.*

### Late Payment

If payment is not made by the due date, GCE will charge a late fee of **1.5% per month** on any overdue amount. This fee will continue to accrue until the full balance is paid.

### **Tariff Provision**

Due to the nature of the pyrotechnics industry, where a majority of the products are imported into the United States, GCE is legally responsible for the payment of any applicable tariffs (border taxes) imposed on pyrotechnic products.

#### **1. Price Adjustments Due to Tariffs:**

From the date of execution of this Agreement, in the event that additional costs arise due to increased prices from the manufacturer or new tariffs levied on imported pyrotechnic products, the Client will have the following options:

- **Option 1:** The Client may agree to increase their budget for the fireworks display to accommodate the additional cost resulting from the tariff or price increase.
- **Option 2:** The Client may choose to maintain their original budget, in which case GCE will reduce the amount of pyrotechnic products used in the display to match the revised budget.

#### **2. Notification and Change of Show Size:**

If the Client chooses to defer, modify, or cancel the display due to changes in cost caused by tariffs or price increases, the Client must notify GCE no less than ninety (90) days prior to the scheduled date of the display. Any changes or cancellations made after this period may result in additional charges or forfeiture of deposit, as outlined in the cancellation policy of the contract.

#### **3. Responsibility for Tariffs:**

GCE will bear all responsibility for the payment of tariffs or border taxes directly imposed on pyrotechnic products imported for the display. The Client is responsible only for the potential cost adjustments to the overall budget, should they choose to absorb any changes in cost due to tariffs or price increases.

### **Cancellation**

- GCE will determine the weather conditions that prohibit the fireworks display from proceeding. In such cases, GCE agrees to reschedule the Show to the following day or another mutually agreed-upon date.
- In addition to the contracted Show cost, the Customer shall reimburse GCE for any additional expenses incurred in rescheduling, including but not limited to labor, lodging, and per diem.
- These additional expenses will not be less than 10% of the contracted price of the Show.
- If the Show must be rescheduled to a date other than the previously agreed rain date, the Customer agrees to cover the actual additional expenses incurred by GCE, including labor, lodging, per diem, etc., which will not be less than 30% of the contracted price of the Show.
- Should the Customer elect to cancel the Show for any reason, the Customer must provide GCE with 30 days' written notice via certified mail, return receipt, to the address specified in this Agreement. The Customer acknowledges that GCE will incur substantial costs in preparing for the Show and agrees to pay 50% of the total contract price as liquidated damages for cancellation due to the fault of the Customer.

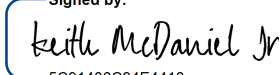
### **Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**\*\*Signatures\*\***

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

**Ghost Coast Entertainment, LLC.**

Signed by:  
  
By: 5C91406C94E4418  
Name: Keith McDaniel Jr  
Title: Chief operations officer  
Date: 2/24/2025

**City of Tybee Island, Georgia.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





# Outdoor Firework

## Quote

**Client:** City of Tybee Island, Georgia.

**Date:** Sunday, August 31<sup>st</sup>, 2025.

**Duration:** 10 minutes

**Time:** dark, estimated 9:00pm.

Shell Counts:

1.5"	6911+
2.0"	900+
2.5"	600+
3.0"	300+

**Quote: \$10,000.**

Ghost Coast Entertainment, LLC is pleased to propose a fireworks display for the City of Tybee Island, GA, scheduled for Wednesday, December 31st 2025. The total cost for the event will be \$10,000 plus A LaCarte, which includes discounts in recognition of the city’s status as a valued, recurring customer. We look forward to the opportunity to collaborate on making this event a memorable occasion for the community.

**A La Carte:**

The City may also elect to add additional product to the show for the retail price and increments below.

Shell Size:	Retail Per Increment	Customer Order: (Amount - \$ Amount
3"	\$15 each in Increments of (12) - \$180	
4"	\$25 each in Increments of (6) - \$150	
5"	\$50 each in Increments of (4) - \$200	
6"	\$85 each in Increments of (4) - \$320	
7"	\$175 each in Increments of (2) - \$350	
8"	\$250 each in Increments of (2) - \$500	

CONTRACT ADDENDUM  
FOR CITY OF TYBEE ISLAND  
AND GHOST COAST ENTERTAINMENT

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: Keith Wade McDaniel Jr

By: \_\_\_\_\_

**KEITH W MCDANIEL**

Printed Name

\_\_\_\_\_  
Date

**COO**

Title

**3/20/25**

Date

Attest: \_\_\_\_\_





# Ghost Coast Entertainment, LLC

This Service Agreement ("Agreement") is made and entered into as of February 20<sup>th</sup>, 2025 by and between:

**The Contractor:** Ghost Coast Entertainment LLC, with its principal place of business (Registered Agent) at 8735 Dunwoody Place, Ste N, Atlanta, GA, 30350. Referred to as 'GCE.'

and

**The Client:** City of Tybee Island, Georgia with its principal place of business at 403 Butler Avenue, Tybee Island, GA. 31328. Referred to as 'Client.'

## Scope of work

GCE will provide a fireworks display for the Client on December 31<sup>st</sup>, 2025. The display will last approximately 10 minutes at a cost of \$10,000. The exact start time will be established in coordination with the Client and the Authority Having Jurisdiction (AHJ), but it will take place at midnight.

## Site Requirements.

- **Security Area:** The Client will provide a designated area for the display, ensuring that the site complies with the safety requirements set forth by the National Fire Protection Association (NFPA 1123) and other applicable regulations.
- **Space:** Sufficient space will be provided by the Client to ensure the safe execution of the fireworks display. This includes clearance areas for fireworks, fallout zones, and audience areas.
- **Safety Precautions:** GCE will provide safety measures to ensure the display is conducted in compliance with all local safety codes and regulations.

### **Security Area**

- The Customer agrees to provide sufficient space for GCE to properly conduct the fireworks display, in accordance with NFPA 1123-2014 (hereinafter referred to as the "Security Area"). The Customer further agrees to provide adequate law enforcement personnel to prevent unauthorized persons from entering the Security Area.
- For the purposes of this Agreement, "Unauthorized Persons" shall refer to anyone other than GCE employees or individuals specifically authorized in writing by the Client or the Authority Having Jurisdiction (AHJ), and submitted to and approved by GCE prior to the event.
- The Customer is responsible for any expenses related to security or stand-by fire protection.
- **The Client acknowledges that failure to provide and maintain the Security Area in accordance with NFPA 1123 and applicable regulations may result in safety hazards and legal consequences. The Client agrees to indemnify, defend, and hold harmless the Contractor from any claims, damages, or liabilities arising out of the Client's failure to comply with these requirements.**

### **Indemnification and Hold Harmless**

- The Customer agrees to indemnify, defend, and hold GCE harmless from any and all damages, losses, or liabilities incurred as a result of Unauthorized Persons entering the Security Area. This includes, but is not limited to, any claims or legal actions brought against GCE for damages caused, in whole or in part, by such Unauthorized Persons. The Customer further agrees to assume responsibility for any claims, actions, or costs arising from such incidents.

### **Setup and Breakdown:**

- GCE will handle all aspects of setup, preparation, and breakdown of the fireworks display, including the control of and the loading of pyrotechnic products.
- The Client will provide security personnel to control access to the Security Area and prevent unauthorized persons from entering the designated safety zones.
- GCE will provide qualified pyrotechnic technicians to oversee the display and ensure safe handling of all pyrotechnics.
- GCE will be responsible for the cleanup of unexploded pyrotechnic products and large debris immediately following the event. All necessary cleanup will be completed promptly and safely.

### **Insurance:**

- GCE will provide General Liability (\$1,000,000), Automobile Liability and Workers Compensation Insurances for this event and the activities and services connect to the event. The Client will be added as an additional insured under our policy's.

### **Compliance with Laws and Regulations**

- Upon execution of this Agreement, the Customer shall promptly apply for any required approvals from relevant governmental agencies (i.e. Department of Natural Resources), officers, or authorities as mandated by applicable laws, ordinances, codes, or regulations. The Customer agrees to indemnify and hold GCE harmless from any claims, suits, actions, demands, penalties, losses, or damages arising from the Customer's failure or neglect to obtain such approvals.
- This Agreement is made expressly subject to, and the Customer agrees to comply with, all applicable laws, ordinances, codes, and regulations that may be relevant to the terms and conditions of this Agreement, including any current or future rules and regulations established under such laws.

### **Permits and Licenses**

- GCE will obtain the necessary fire-related permits and licenses required to perform the fireworks display, unless prohibited by applicable laws, rules, or regulations.

### **Warranty Exclusions**

- Except as expressly stated herein, GCE makes no warranties, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.
- No statement or representation, including but not limited to any claims regarding the capacity, suitability, or performance of equipment or products, shall be considered a warranty by GCE, nor shall it create any liability or obligation on GCE's part.
- Under no circumstances shall GCE be liable for any loss of profits, economic loss, or any indirect, special, consequential, or similar damages arising from any alleged breach of obligations under this Agreement.



## Complaints

### Reporting of Complaints:

- In the event that the Customer has any complaints regarding the fireworks display or the services provided by GCE, the Customer agrees to promptly notify GCE in writing within 3 days following the event. The complaint should include a detailed description of the issue or concern.

### Resolution of Complaints:

- Upon receiving a complaint, GCE will make reasonable efforts to address and resolve the issue in a timely and professional manner. GCE will review the complaint and, if necessary, coordinate with the Customer to determine an appropriate course of action.

### Limitations:

- GCE will not be held liable for any complaints related to weather conditions, changes in safety regulations, or factors outside of its control. Additionally, any complaints arising from unauthorized persons entering the Security Area, or from events that occur due to the Customer's failure to comply with safety and security requirements, will not be the responsibility of GCE.

### Dispute Resolution:

- In the event that the complaint cannot be resolved between the parties, both the Customer and GCE agree to resolve the matter through mediation before pursuing any legal actions.

## Advertisement and Promotions

- The Customer agrees that when promoting the fireworks display performed by GCE, the Customer will explicitly name GCE as the fireworks provider in all promotional and advertising materials, including but not limited to, social media, print media, event programs, and other promotional channels.
- The Customer also agrees to allow GCE to use the Customer's name, logo, or branding in promotional materials related to the fireworks display, including but not limited to advertising, marketing, and on GCE's website or social media platforms. In coordination with the city, an event page on our website may be made to help promote the city's event.

Payment Terms

The Customer, CITY OF TYBEE ISLAND, GA, agrees to pay GCE a total of \$10,000 for the fireworks display, excluding applicable taxes and permit fees.

1. Deposit:

Due to the fiscal year constraints, GCE has waived the deposit.

2. Balance:

The full balance of **\$10,000.00 plus A La Carte choices** will be due after the display upon receipt of the final invoice from GCE, payable to GCE within 30 days of the display.

*For Mailed Checks: Contact us for mailing address.*

Late Payment

If payment is not made by the due date, GCE will charge a late fee of **1.5% per month** on any overdue amount. This fee will continue to accrue until the full balance is paid.

## **Tariff Provision**

Due to the nature of the pyrotechnics industry, where a majority of the products are imported into the United States, GCE is legally responsible for the payment of any applicable tariffs (border taxes) imposed on pyrotechnic products.

### **1. Price Adjustments Due to Tariffs:**

From the date of execution of this Agreement, in the event that additional costs arise due to increased prices from the manufacturer or new tariffs levied on imported pyrotechnic products, the Client will have the following options:

- **Option 1:** The Client may agree to increase their budget for the fireworks display to accommodate the additional cost resulting from the tariff or price increase.
- **Option 2:** The Client may choose to maintain their original budget, in which case GCE will reduce the amount of pyrotechnic products used in the display to match the revised budget.

### **2. Notification and Change of Show Size:**

If the Client chooses to defer, modify, or cancel the display due to changes in cost caused by tariffs or price increases, the Client must notify GCE no less than ninety (90) days prior to the scheduled date of the display. Any changes or cancellations made after this period may result in additional charges or forfeiture of deposit, as outlined in the cancellation policy of the contract.

### **3. Responsibility for Tariffs:**

GCE will bear all responsibility for the payment of tariffs or border taxes directly imposed on pyrotechnic products imported for the display. The Client is responsible only for the potential cost adjustments to the overall budget, should they choose to absorb any changes in cost due to tariffs or price increases.

### **Cancellation**

- GCE will determine the weather conditions that prohibit the fireworks display from proceeding. In such cases, GCE agrees to reschedule the Show to the following day or another mutually agreed-upon date.
- In addition to the contracted Show cost, the Customer shall reimburse GCE for any additional expenses incurred in rescheduling, including but not limited to labor, lodging, and per diem.
- These additional expenses will not be less than 10% of the contracted price of the Show.
- If the Show must be rescheduled to a date other than the previously agreed rain date, the Customer agrees to cover the actual additional expenses incurred by GCE, including labor, lodging, per diem, etc., which will not be less than 30% of the contracted price of the Show.
- Should the Customer elect to cancel the Show for any reason, the Customer must provide GCE with 30 days' written notice via certified mail, return receipt, to the address specified in this Agreement. The Customer acknowledges that GCE will incur substantial costs in preparing for the Show and agrees to pay 50% of the total contract price as liquidated damages for cancellation due to the fault of the Customer.

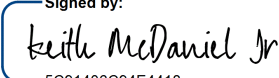
### **Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both parties.

**\*\*Signatures\*\***

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

**Ghost Coast Entertainment, LLC.**

Signed by:  
  
By: 5C91406C94E4418...  
Name: Keith McDaniel Jr  
Title: Chief Operations Officer  
Date: 2/20/2025

**City of Tybee Island, Georgia.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Outdoor Firework

## Quote

**Client:** City of Tybee Island, Georgia.

**Date:** Wednesday, December 31<sup>st</sup>, 2025.

**Duration:** 10 minutes.

**Time:** Midnight

Shell Counts:

1.0"	822	<div>Initial</div>
1.5"	3767	
2.0"	75	
2.5"	600	
3.0"	144	

**Quote:** \$10,000.

Ghost Coast Entertainment, LLC is pleased to propose a fireworks display for the City of Tybee Island, GA, scheduled for Wednesday, December 31<sup>st</sup> 2025. The total cost for the event will be **\$10,000** plus A La Carte, which includes discounts in recognition of the city’s status as a valued, recurring customer. We look forward to the opportunity to collaborate on making this event a memorable occasion for the community.

**Optional:** In addition to the proposed fireworks display, Ghost Coast Entertainment, LLC is pleased to offer an optional audio system for installation at three locations in the area of the pier. The system can be made available beginning at approximately 5:00 PM, and can be utilized in any manner the client deems appropriate.

Our team can assist in managing the audio system, providing general ambient music or attempt to partner with a local radio station to enhance the event atmosphere leading up to the fireworks display. Additionally, the audio system will be used during the fireworks show to synchronize the soundtrack with the visual effects for a fully immersive experience.

The cost for this optional audio system service is **\$3,500**

**A La Carte:**

The City may also elect to add additional product to the show for the retail price and increments below.

Shell Size:	Retail Per Increment:	Customer Order: (Amount - \$ Amount)
3"	\$15 each in Increments of (12) - \$180	
4"	\$25 each in Increments of (6) - \$150	
5"	\$50 each in Increments of (4) - \$200	
6"	\$85 each in Increments of (4) - \$320	
7"	\$175 each in Increments of (2) - \$350	
8"	\$250 each in Increments of (2) - \$500	
		\$ _____ (add to invoice)

CONTRACT ADDENDUM  
FOR CITY OF TYBEE ISLAND  
AND GHOST COAST ENTERTAINMENT

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: Keith Wade McDaniel Jr

By: \_\_\_\_\_

**KEITH W MCDANIEL**

Printed Name

\_\_\_\_\_  
Date

**COO**

Title

**3/20/25**

Date

Attest: \_\_\_\_\_





**File Attachments for Item:**

5. Environmental Products Group Street Sweeper Repurchase and Turn Key Maintenance Agreements



# City of Tybee Island

## Memorandum

To: City of Tybee Island City Council  
From: Bret Bell, City Manager  
Date: March 21, 2025  
Re: Lease Agreement for New Street Sweeper

---

### Title

Repurchase Agreement and Turn Key Maintenance Agreement associated with Lease for New Elgin Regen X Street Sweeper

### Action

Approval of a Repurchase Agreement and Turn Key Maintenance Agreement for a new street sweeper with Republic First National Bank Corporation on behalf of Environmental Products, Inc.

### Background

At the last council meeting, Council approved the financing agreement for the street sweeper. The existing lease for the 2020 street sweeper is due and will be replaced with a new 2025 Elgin Regen X Street Sweeper. This transaction has several different documents to effectuate the termination of the agreement for the 2020 sweeper and delivery and maintenance of the new street sweeper. The Repurchase Agreement and the Turn Key Maintenance Agreement are needed to effectuate and finalize the transaction for the new street sweeper lease.

### Facts and Findings

1. The four-year cost of this proposed lease agreement for a new Elgin Regen X is \$309,700.00 and covers all maintenance and repairs except tire and brush replacement.
2. These two agreements will finalize the new lease transaction for the Elgin Regen X street sweeper and provide maintenance for the sweeper going forward.

### Funding

Funding for this vehicle is in the FY2025 Annual Budget, Account Number 100-4210-52-2320, Leased Vehicles.

### Purchasing Notes

This is a renewal of an existing lease agreement. The contract amendment has been reviewed and approved by the City Attorney.

Recommendation

Approval of the Repurchase Agreement and Turn Key Maintenance Agreement.



# ENVIRONMENTAL PRODUCTS GROUP

## REPURCHASE AGREEMENT

This Repurchase Agreement (the "Agreement") is entered into as of this 6<sup>th</sup> day of February 2025, by and between **Environmental Products Group, Inc**, a Florida corporation, with its principal place of business at 700 Hermit Smith Road, Apopka, Florida 32703 ("Dealer"), and **City of Tybee Island, Georgia** with its principal place of business at 403 Butler Ave, Tybee Island, GA 31328 (Customer).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dealer and Customer hereby agrees as follows:

### AGREEMENT

1. **Repurchase.** Upon expiration of the Term of this agreement, Dealer shall repurchase the Vehicle subject to satisfaction of the conditions (Reference: Appendix B) therefore and as otherwise provided herein.
2. **Delivery.** Dealer shall obtain possession of and deliver Vehicle for repurchase to Dealer's location set forth above or such other location as Dealer may designate. The date of delivery of the Vehicles to such location shall be the "Delivery Date."
3. **Price.** The price of the repurchased Vehicle (the "Repurchase Price") shall be Fifty-Five Thousand, Seven Hundred Forty-Six Dollars (\$55,746.00) as set forth in Exhibit A attached hereto.
4. **Title.** Title for each Vehicle will be sent to Dealer or its authorized representative within 10 business days of receipt by Customer of the Repurchase Price as defined above, in good funds. Title to each Vehicle shall be free and clear of any liens or encumbrances.
5. **Payment.** Full payment by Dealer of the amount of the Repurchase Price determined pursuant to Section 3 hereof shall be made within five (5) business days following the Delivery Date of the Vehicles to Dealer. In the event Dealer fails to timely pay the Repurchase Price for any Vehicle in full, Dealer shall pay interest on the unpaid amount of such obligation at the "Prime Rate" in effect on the date that payment of the Repurchase Price was due, accruing on and from the date payment of such amount was due through the date such amount is paid in full. The "Prime Rate" shall mean the rate published in The Wall Street Journal described therein as the base rate on corporate loans at large U.S. money center commercial banks, as such rate may vary from time-to-time. If such base rate is expressed in a range in said publication, the higher rate of the range shall apply. In the event The Wall Street Journal ceases to publish such base rate, then Customer shall designate a similar source for such base rate. The "Prime Rate" applicable to any unpaid repurchase obligation of Dealer shall be determined initially as of the date payment of such obligation was due and shall be adjusted thereafter on the



last business day of each calendar month and shall serve as the basis for establishing the rate of interest accruing on such unpaid amount for the next succeeding calendar month.

6. **Transportation Charges.** Dealer shall be responsible for arranging transportation of each Vehicle for delivery to the address set forth above or other location designated by Dealer as provided herein.

7. **Sole Parties.** This Agreement is made exclusively for the benefit and solely for the protection of Dealer and Customer.

8. **Binding Effect and Amendment.** Customer shall have no right to assign any of Customer's rights hereunder without the prior written consent of Dealer in its reasonable discretion. This Agreement shall be binding upon the parties hereto and their successors and permitted assigns. This Agreement may be amended, altered or changed only by an instrument in writing signed and approved by Dealer and Customer.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida without regard to conflicts of law principles.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Furthermore, the parties agree that this Agreement may be executed and delivered by means of facsimile or scanned email document and that any such electronic signature shall be effective and binding on the parties so signing.

11. **Notices.** Any notice, consent, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by (a) personal delivery, (b) nationally recognized overnight delivery service, (c) registered or certified mail, return receipt requested, postage prepaid, (d) telecopier or facsimile machine, or (e) e-mail to the parties as follows (as elected by the parties delivering such notice).

If to Dealer:

**Environmental Products Group, Inc.**

Attention: Christopher Haase  
2525 Clarcona Road  
Apopka, Florida 32703  
Fax Number: (407) 798-0013  
E-mail: [CHaase@myEPG.com](mailto:CHaase@myEPG.com)

If to Customer:

**City of Tybee Island, GA**

Attention:  
Address:  
City, State  
Fax Number:  
E-mail:

All notices and other communications shall be deemed to have been duly given on (a) the date of delivery if personally delivered, (b) the day after delivery to the service if by nationally recognized overnight delivery service, (c) three days following posting if delivered by mail, or (d) on the date a copy is delivered by telecopier or facsimile machine, or (e) at the time received by the recipient if delivered by e-mail, whichever shall first occur. Any party may change its address or other contact information for purposes hereof by notice to the other party given in accordance with the provisions hereof.

12. **Entire Agreement.** This Agreement, the Assignment, and the exhibits attached hereto and thereto, respectively, constitute the entire Agreement of Dealer and Customer concerning the transactions contemplated by this Agreement and supersede and cancel any and all previous negotiations, arrangements, agreements, understandings or letters of interest or intent.

13. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

14. **Term.** This agreement covers a 4-Year Term.  
Period Begins: 1/4/2021 (Date of In Service)  
Period Ends: 1/4/2025 (Date of Repurchase)

**WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**Customer: City of Tybee Island, GA**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Environmental Products Group, Inc.**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_



### EXHIBIT A – Unit Identification

Year	Chassis	VIN	Body	Body Serial Number	Repurchase Amount
2025	Freightliner M2 106	1FVACWFC4SHVZ1748	Elgin RegenX Sweeper	RM41394	\$55,746.00

### EXHIBIT B - Repurchase Conditions

Unit(s) shall be in good operating condition with all specifications as delivered to the Customer at the start of the contract, shall be delivered to the Dealer. The unit must pass a DOT Inspection and all components must operate within acceptable performance standards. Unit(s) must return with 50% or more tire tread remaining. Tire Recaps are not acceptable. Lastly, there may be no body damage that exceeds \$2,000.00 per unit.



CONTRACT ADDENDUM FOR CITY OF TYBEE ISLAND  
AND ENVIRONMENTAL PRODUCT GROUPS, INC.

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals for three additional renewals for a total of four years.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

ENVIRONMENTAL PRODUCTS  
GROUP, INC.

CITY OF TYBEE ISLAND, GEORGIA

By: 

By: \_\_\_\_\_

Printed Name

Mitch Fratesi

\_\_\_\_\_  
Date

Sales Manager  
Title

3/7/25  
Date

Attest: \_\_\_\_\_



### **Turn Key Maintenance Contract**

The intent of this agreement is to describe special terms and conditions for the City of Tybee Island to lease or purchase a street sweeper with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the Technical Specifications. This contractual agreement includes all preventative maintenance and repairs to both the body and chassis with noted exceptions.

#### **DEFINITIONS:**

- The term "Customer" shall mean the City of Tybee Island.
- The term "EPG" shall mean Environmental Products Group, Inc., the dealer who represents the manufacturer of the equipment being proposed.
- The term "Fleet Management" shall mean Customer Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
- The term "EPG Principal" shall mean the principal person or his/her designated representative of EPG, Inc., whom this contract shall apply.
- The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays. A list of all city holidays shall be supplied to the EPG from you upon award of this contract.
- The term "normal working hours" shall mean the time period of a normal workday when the Customer's main equipment shop and/or maintenance facility is normally open for operation. The Customer shall supply EPG with this information upon award of this contract.
- The term "in-service date" shall mean the date the Customer places the unit in operation. The Customer will notify the EPG Principal of the in-service date.
- The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.



## TERMS OF THE MAINTENANCE CONTRACT:

1. **Term of Maintenance Contract:** This guarantee shall be in effect for a period of (4) four years. Effective Start Date will be **TBD**.
2. **Rates:** \$15,800.00 Annual in advance.
3. **Required Training:** The training will require a minimum of one (1) day for operating, daily and weekly maintenance overview.
4. **Customer Responsibilities – Consumable Items:** The Customer is responsible for providing fuel, insurance, an operator for the machine and all consumable items but not limited to the following examples;
  - 4.1. **Mechanical Sweeper Consumable Item Examples** - brooms, spray nozzles, dirt shoes runners, conveyor belts, and any other item that is routinely consumed and the life of such item is controlled by the operator.
  - 4.2. **Vacuum / Regen Sweeper Consumable Examples** - brooms, spray nozzles, dirt shoes runners, caster wheels, black vacuum hose, aluminum vacuum tubes, and any other item that is routinely consumed and the life of such item is controlled by the operator.
  - 4.3. Original equipment items listed in this paragraph to be utilized and will be sold by EPG to the Customer to ensure OEM integrity is maintained.
5. **Customer Responsibilities – Daily and Weekly Responsibilities:** The Customer is responsible for the daily and weekly maintenance of the machine in accordance with instructions from EPG and/or the manufacturer. Weekly maintenance includes lubrication of the truck to include lube points, drivelines; as notated on the lube charts and/or unit manuals and activating the Regen System as noted in Item #6.
6. **Customer Responsibilities – Regen Policy:** The Customer is responsible for monitoring the chassis DPF/Regen system. As Regen warning lights progress to a mandatory action (yellow or red warning lights), it is the Customer's responsibility to stop the vehicle and start the Regen process. In the event the unit de-rates due to a failure of running the regen process, it is the Customer's responsibility to take the unit to the appropriate chassis dealer for repairs. The Customer is responsible for this expense. Loaner equipment will not be provided due to Regen Issues that are a result of not completing the mandatory regen.
7. **Customer Responsibilities – Tag and Title:** The Customer is responsible for payment of Title and License Plate Fees.
8. **Customer Responsibilities – Operator Damage:** Repair of damage caused by the Customer personnel is not covered by this agreement and must be repaired to manufacturer's original specifications within a reasonable time frame upon notification of damage. Loaner equipment will not be provided when the unit down due to customer damage. Regenerative or vacuum sweepers that are operated

without water will cause damage to the system and that damage will be deemed Operator Damage and the downtime will not be permitted a loaner.

9. **EPG Responsibilities – Program Overview:** EPG is responsible for the cost and labor of the following:
  - a) All preventative maintenance requirements for the chassis and body.
  - b) All repairs to chassis and sweeper body and related components.
  - c) Tires are not included.
  - d) Operator damage or negligence is not included.
10. **EPG Responsibilities - Transportation of Units:** EPG shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or maintenance required, if said repairs or maintenance cannot be completed at The Customer's site.
11. **EPG Responsibilities - Maintenance Plan Guarantee:** EPG shall guarantee that the equipment purchased under this contract will be available for operation during normal workdays. In the event a unit is not, a loaner will be provide as stipulated in Item 13.
  - 11.1. Equipment availability shall apply to equipment put out of service for any reason other than i.e. operator damage, theft, vandalism, accident or incidents out of control of EPG which render the unit unable or unsafe to perform those operations for which the unit is designed. The Customer's supervising personnel, after inspection will determine in conjunction with an EPG Principal, if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.
  - 11.2. The unit will be considered out of service starting the first normal workday, following EPG notification by The Customer that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal workday, following such notification. The Customer's Fleet Manager will notify the EPG Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal workday following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.
12. **Downtime Credit:** EPG will credit The Customer a daily amount of \$75.00 for each normal workday in the event a loaner unit is not available. This daily fee represents a daily loss of use; which is a daily value of the annualized program, less weekends and PTO.
13. **Loaner Units:** EPG will provide a loaner unit should repair downtime be more than seven (7) consecutive normal workdays for body related downtime. Chassis downtime will not be included in the loaner policy. All costs associated with securing and delivering the relief unit shall be at EPG's expense, with no cost to the Customer. The relief unit must be functionally equivalent to its replacement.

- a) A Certificate of Insurance or Self Insurance Certificate for Loaner Equipment will need to be provided at the beginning of this agreement and remain in force the entire duration of this maintenance agreement. Name to be listed on the insurance is Environmental Products Group, Inc and/or EP Rents, LLC.
- b) A no charge rental/loaner document will need to be executed, that notates that the customer's responsibilities including; returning the unit clean, with all equipment/tooling and without damages. Use of consumables as defined in #4 will be the customer's responsibility.

14. **Equipment Hours:** This proposal is based on maximum average annual usage of the sweeper equipment of 2,000 operating hours per year. \$12.00 per hour over the 2,000 hours per year will be deducted from the re-purchase amount if the sweeper.

**City of Tybee Island**

**Environmental Products Group, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



CONTRACT ADDENDUM FOR CITY OF TYBEE ISLAND  
AND ENVIRONMENTAL PRODUCT GROUPS, INC.

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals for three additional renewals for a total of four years.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

ENVIRONMENTAL PRODUCTS  
GROUP, INC.

CITY OF TYBEE ISLAND, GEORGIA

By: 

By: \_\_\_\_\_

Mitch Fratesi  
Printed Name

\_\_\_\_\_  
Date

Sales Manager  
Title

3/7/25  
Date

Attest: \_\_\_\_\_

**File Attachments for Item:**

6. 2025 Chatham County Emergency Operations Plan



# CHATHAM COUNTY

# EMERGENCY OPERATIONS PLAN

JANUARY 2025



Chatham Emergency Management Agency  
124 Bull Street, Room 140  
Savannah, GA 31401  
912-201-4500  
ChathamEmergency.org





**THIS PAGE INTENTIONALLY BLANK**





## AUTHORITY LETTER

The most fundamental function of government is providing for the safety and welfare of the public. An effective emergency management program is essential to ensuring Chatham County fulfills this responsibility when our residents and visitors are threatened or impacted by emergencies or disasters.

The Chatham County Emergency Operations Plan (EOP) establishes the framework the county will use to organize and coordinate its emergency management activities when needed to save lives and to protect public safety, health, welfare and property. This EOP is not intended to address specific emergency responses, scenarios, hazards, or threats. Functional and hazard specific annexes/guides to this EOP will outline specific response activities for relevant organizations.

### **This EOP accomplishes the following:**

- Establishes an incident management organization which will coordinate and support on-scene responses including maintenance of situational awareness, facilitation of effective communication between operations centers at various levels of government, maintain continuity of government, and interaction with public information sources.
- Establishes the overall operational concepts associated with the management of incidents, emergencies, crises, disasters, and catastrophes.
- Provides a flexible platform for planning and response to all hazards incidents, events, and emergencies. It is applicable to a wide variety of anticipated incident events including earthquake, wildland fires, floods, and public health issues.

This plan establishes the emergency management responsibilities of County departments and other agencies, and identifies how they will work with the Chatham Emergency Management Agency (CEMA) to ensure Chatham County is prepared to execute a well-coordinated, timely and consistent disaster response. The plan also addresses how the county's activities will be integrated with state and federal agencies and incorporate elements from the private sector and non-governmental organizations.

This EOP continues Chatham County's compliance with the National Incident Management System (NIMS), the Incident Command System (ICS), the National Response Framework (NRF), and the National Preparedness Guidelines to include the *Comprehensive Preparedness Guide 101: Developing and Maintaining Emergency Operations Plans*. It facilitates multi-agency and multi-jurisdictional coordination during emergency operations, public information functions, and resource management.



THIS PAGE INTENTIONALLY BLANK



## APPROVAL AND IMPLEMENTATION

The Chatham Emergency Management Agency maintains the Chatham County Emergency Operations Plan and presents the plan to the Chatham County Commission and each municipal Council for adoption.

The Chatham County Emergency Operations Plan was developed by Chatham Emergency Management Agency in coordination with each municipality within Chatham County, non-governmental organizations and private sector organizations and is aligned with the National Incident Management System as well as the National Response Framework and the National Disaster Recovery Framework. In addition, Chatham Emergency Management Agency modified the Emergency Operations Plan, its appendices, Emergency Support Function Annexes, Support Annexes and Incident Annexes to incorporate lessons learned from exercises, training, incidents and real world events.

This plan supersedes the Chatham County Emergency Operations Plan dated July 2020.

---

Dennis T. Jones, Director  
Chatham Emergency Management Agency  
January 2025



THIS PAGE INTENTIONALLY BLANK



## RECORD OF CHANGES

*Each update or change to the plan should be tracked. The record of changes, usually in table format, contains, at a minimum, a change number, the date of the change, the name of the person who made the change, and a summary of the change. Other relevant information could be considered.*

Change #	Date	Part Affected	Date Posted	Who Posted
1		Document re-write		Mathews
2		Re-organization of ESF's, creation of new ESF's		Mathews
3	01/2025	Document Review and Adoption		Mathews





THIS PAGE INTENTIONALLY BLANK



## RECORD OF DISTRIBUTION

*The record of distribution, usually in table format, indicates the title and the name of the person receiving the plan, the agency to which the recipient belongs, the date of delivery, and the number of copies delivered. Other relevant information could be considered. The record of distribution can be used to prove that tasked individuals and organizations have acknowledged their receipt, review, and/or acceptance of the plan. Copies of the plan can be made available to the public and media without SOPs/SOGs, call-down lists, or other sensitive information.*

Agency	Name, Title	Date of Delivery	Copies



THIS PAGE INTENTIONALLY BLANK



## SIGNATURE PAGE

Jurisdiction	Name, Title	Signature	Date
Chatham County	Chester A. Ellis, Chairman		
City of Bloomingdale	Dennis Baxter, Mayor		
City of Garden City	Bruce Campbell, Mayor		
City of Pooler	Karen Williams, Mayor		
City of Port Wentworth	Gary Norton, Mayor		
City of Savannah	Van Johnson, Mayor		
Town of Thunderbolt	Dana Williams, Mayor		
City of Tybee Island	Brian West, Mayor		
Vernonburg	Laura Lawton, Mayor		



THIS PAGE INTENTIONALLY BLANK



## TABLE OF CONTENTS

AUTHORITY LETTER .....	i
APPROVAL AND IMPLEMENTATION .....	iii
RECORD OF CHANGES.....	v
RECORD OF DISTRIBUTION .....	vii
SIGNATURE PAGE .....	ix
TABLE OF CONTENTS .....	xi
1.0 Introduction .....	1
1.1 Purpose .....	1
1.2 Scope .....	1
1.2.1 Plan Components .....	2
1.3 Situation Overview / Hazard Analysis .....	3
1.3.1 Hazards .....	3
1.3.2 Hazard Preparedness Actions .....	3
1.4 Planning Assumptions .....	4
2.0 Concept of Operations .....	6
2.1 General.....	6
2.2 National Response Framework (NRF) .....	6
2.3 National Incident Management System (NIMS) .....	7
2.4 Incident Command System (ICS).....	7
2.5 Integrating Federal, State, and local Systems.....	7
2.6 Phases of Emergency Management .....	7
2.6.1 Mitigation .....	8
2.6.2 Preparedness .....	8
2.6.3 Response .....	8
2.6.4 Recovery.....	11
2.7 All Hazards / Comprehensive Emergency Management.....	11
2.8 Operational Objectives .....	12
2.9 Emergency Operations Center .....	12
2.9.1 EOC Locations.....	13
2.9.2 EOC Activations.....	13



2.9.3	Activation Levels .....	13
2.10	Levels of Emergencies and Declarations .....	14
2.10.1	Non-Declared County Emergencies / Disasters .....	14
2.10.2	Emergency Declarations.....	15
2.11	Transition from Response to Recovery .....	15
2.11.1	Recovery Timeframes.....	16
2.11.2	Recovery Organization .....	17
3.0	Organization and Assignment of Responsibilities .....	18
3.1	General.....	18
3.2	Command Policy Group (CPG) .....	18
3.3	Continuity of Operations / Government .....	19
3.4	Assignment of Responsibilities (General).....	19
3.4.1	Individuals and Households.....	19
3.4.2	Local Government .....	19
3.4.3	State Government.....	20
3.4.4	Federal Government.....	20
3.4.5	Non-Governmental and Volunteer Organizations.....	20
3.4.6	Private Sector .....	20
3.5	Assignment of Responsibilities (Specific).....	20
3.5.1	Chairperson of the Chatham County Commission .....	20
3.5.2	Municipal Elected Officials.....	21
3.5.3	County and Municipal Managers .....	21
3.5.4	Chatham County Emergency Management Agency Director .....	21
3.5.5	Emergency Support Functions (ESF).....	22
3.5.6	Emergency Support Functions – Scope and Agency Assignments.....	22
4.0	Direction, Control, and Coordination .....	24
4.1	Authority to Initiate Action.....	24
4.1.1	Command Policy Group (CPG) .....	24
4.1.2	Activation of the EOP.....	24
4.2	Coordination with Other Levels of Government.....	25
4.3	Coordination with Non-Profit and Volunteer Organizations .....	25
4.4	Assistance .....	25



5.0	Information Collection and Dissemination .....	25
5.1	WebEOC .....	26
5.2	Essential Elements of Information (EEI).....	26
6.0	Communications .....	27
6.1	Joint Information System (JIS) .....	27
6.2	Joint Information Center (JIC) .....	27
6.3	Public Alerting and Notifications .....	28
6.4	EOC Communication Systems .....	28
7.0	Administration, Finance, and Logistics .....	28
7.1	Documentation .....	28
7.2	Finance.....	29
7.3	Logistics .....	29
8.0	Plan Development and Maintenance .....	29
8.1	Review and Updates .....	29
8.1.1	Coordination and Approval .....	30
8.1.2	Notice of Change .....	30
8.1.3	Distribution.....	30
8.1.4	Redistribution of the EOP .....	30
9.0	Authorities and References .....	31
9.1	Legal Authorities.....	31
9.1.1	Federal .....	31
9.1.2	State .....	31
9.1.3	Local .....	31
9.2	References .....	31
9.2.1	Federal .....	31
9.2.2	State .....	32
9.2.3	Local .....	32
TAB A:	Acronyms .....	33
TAB B:	Planning Overview .....	35





THIS PAGE INTENTIONALLY BLANK



## 1.0 Introduction

---

### 1.1 Purpose

The Chatham County Emergency Operations Plan (EOP) herein referred to as the “Base Plan” or EOP establishes a framework for the effective coordination of response and initial recovery operations during large-scale or complex emergencies and disasters.

This plan defines roles and responsibilities for emergency management functions, establishes the conditions under which resources are mobilized and describes the organizational concepts and structures used to coordinate actions.

The EOP reflects an all-hazards approach to planning, meaning a similar concept of operations can be applied to all types of emergency situations, regardless of the exact nature of the incident. An all-hazards approach allows for the fact that some incidents have unique planning and response considerations requiring special attention. Incident Annexes to the base plan provide additional direction and guidance for specific types of emergencies or disasters.

### 1.2 Scope

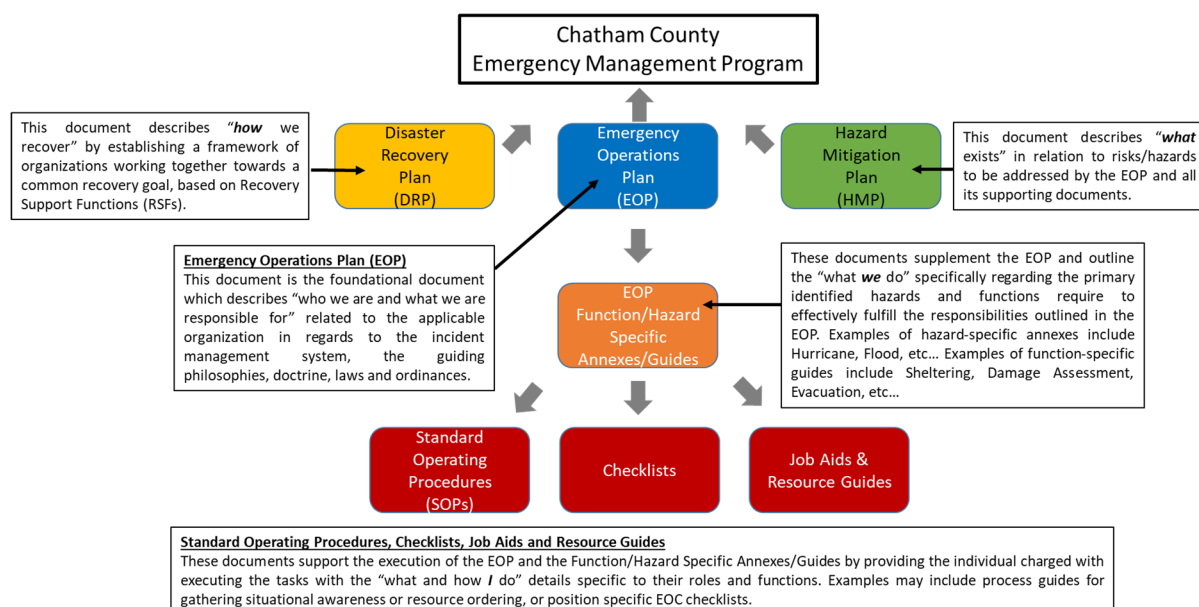
This EOP provides guidance on response activities to Chatham County’s most likely and demanding emergency conditions. It does not supersede well-established operational policies and procedures for coping with and responding to day-to-day emergencies involving law enforcement, fire service, medical aid, transportation services, flood control, or other discipline-specific emergency response systems. It is intended as a supplement and compliment to such systems. Organizational response tactics and procedures may evolve over time and should be utilized by those departments. The EOP is considered an emergency response framework, not a tactical response document. This EOP does, however, place emphasis on those unusual and unique emergency conditions that will require extraordinary response beyond the ability of any one or common set of organizations to respond. The plan does not include detailed response level operating instructions or procedures. Each organization identified in this EOP is responsible for, and expected to develop, implement, and test policies, instructions, and standard operating procedures (SOPs) or checklists that reflect the tactical, operational, strategic, and executive mission spaces and incident management concepts contained in this EOP. Coordinated response and support roles must be defined by these organizations to facilitate the ability to respond to and manage any given incident.

This document is not intended to be an overview of the Emergency Operations Center functions, procedures, section responsibilities, or positions specific standard operating procedures.



### 1.2.1 Plan Components

- **Base Plan:** The Base Plan serves as the fundamental framework for countywide emergency management. It outlines the county's hazard vulnerabilities, planning assumptions, and establishes the authorities, responsibilities, operational priorities and general strategies for local emergency operations that apply regardless of the specific type of emergency or disaster.
- **Emergency Support Function (ESF) Annexes:** County Departments, as well as jurisdictional agencies and non-governmental organizations are organized into 19 functional groups called ESFs. Each ESF has an annex to the EOP that defines the purpose, scope, identifies assigned agencies, establishes roles and responsibilities and describes how these agencies will coordinate during an emergency.
- **Support Annexes:** Support Annexes address commonly required emergency functions that do not fall within the scope of ESFs. These Annexes address the plans and coordination required from tasked agencies to support the functional area in an emergency. The Support Annexes are not incident-specific and are intended to be applicable to incident of all types. Examples include Training and Exercise and EOC Staff Manual.
- **Incident Annexes:** While the EOP is an all-hazards plan, some incident types warrant additional attention based on the level of risk they present, unique planning requirements or regulations involved. Incident Annexes are provided for those hazards that require consideration.





### 1.3 Situation Overview / Hazard Analysis

Chatham County, with an approximate population of 295,291 (U.S. Census Bureau 2020 census) is the northern-most county on the Georgia Coastline. The county as a whole is approximately 632 square miles, of which 426 square miles is land and 206 square miles is comprised of water.

Hazards addressed in this plan were determined by the Hazard Mitigation Planning Team based on available data and consideration of hazard frequency and potential severity of damage. Where available, hazard frequency based on past occurrence data is used to suggest future probability. Further information regarding the hazards, risks and vulnerabilities can be referenced in the Chatham County Multi-Jurisdictional Hazard Mitigation Plan.

#### 1.3.1 Hazards

Natural Hazards	Technological Hazards	Adversarial Hazards
<ul style="list-style-type: none"><li>• Drought</li><li>• Earthquake</li><li>• Extreme Heat</li><li>• Flood</li><li>• Infectious Disease</li><li>• Sea Level Rise</li><li>• Severe Weather</li><li>• Severe Winter Storm</li><li>• Tornado</li><li>• Tropical Cyclone</li><li>• Wildfire</li></ul>	<ul style="list-style-type: none"><li>• Cyber Attack</li><li>• Hazardous Materials</li><li>• Levee/Dam Failure</li><li>• Mass Casualty</li></ul>	<ul style="list-style-type: none"><li>• Active Shooter/Threat</li><li>• Mass Casualty</li><li>• Terrorism</li></ul>

#### 1.3.2 Hazard Preparedness Actions

In order prepare the community for these potential events, actions can be taken in each of the five mission areas of preparedness.

- Mitigation
- Prevention
- Protection
- Response
- Recovery





	Natural Hazards	Technological Hazards	Adversarial Hazards
MITIGATE	<ul style="list-style-type: none"><li>• Drainage improvements</li></ul>	<ul style="list-style-type: none"><li>• Structure hardening</li><li>• Redundant systems</li></ul>	<ul style="list-style-type: none"><li>• Structure hardening</li></ul>
PREVENT	<ul style="list-style-type: none"><li>• Flood zone regulations</li><li>• Land use ordinances</li><li>• Community outreach</li></ul>	<ul style="list-style-type: none"><li>• Zoning regulations</li><li>• Planning and coordination with private sector</li></ul>	<ul style="list-style-type: none"><li>• N/A</li></ul>
PROTECT	<ul style="list-style-type: none"><li>• Enhanced warning systems</li><li>• Preemptive deployment</li></ul>	<ul style="list-style-type: none"><li>• Enhanced warning systems</li><li>• Community Outreach</li></ul>	<ul style="list-style-type: none"><li>• Critical infrastructure security</li><li>• Enhanced warning systems</li></ul>
RESPOND	<ul style="list-style-type: none"><li>• Preemptive deployment</li><li>• Coordinated response</li></ul>	<ul style="list-style-type: none"><li>• Technical response capabilities</li><li>• Coordinated response</li></ul>	<ul style="list-style-type: none"><li>• Tactical response capabilities</li><li>• Coordinated response</li></ul>
RECOVER	<ul style="list-style-type: none"><li>• Coordinated planning</li><li>• Stakeholder engagement</li></ul>	<ul style="list-style-type: none"><li>• Coordinated planning</li></ul>	<ul style="list-style-type: none"><li>• Coordinated planning</li></ul>

## 1.4 Planning Assumptions

These identify what the planning team assumes to be facts for planning purposes in order to make it possible to execute the document. During operations, the assumptions indicate areas where adjustments to the plan have to be made as the facts of the incident become known. These also provide the opportunity to communicate the intent of senior officials regarding emergency operations priorities. The following actions can be assumed when activating this plan:

- An emergency may occur at any time and may affect single or multiple jurisdictional areas. Some incidents will occur with enough warning to allow for activation and preparation prior to the onset of emergency conditions. Other incidents will be no-notice that occur without warning.
- All incidents begin and end locally. Municipalities maintain operational control and responsibility for emergency activities within their jurisdictions, unless otherwise superseded by ordinance, statute or agreement.



- When an emergency exceeds local resource and response capabilities, local governments will request assistance from the County EOC. The County will then request assistance from neighboring jurisdictions and from the State.
- Incidents in Chatham County may occur simultaneously with other events throughout the United States, constraining resources available and slowing or reducing the amount of outside assistance available to support.
- Governments, departments and agencies will develop and maintain the necessary plans, standard operating procedures, contracts and memorandums of understanding to execute emergency responsibilities assigned by the Chatham County EOP.
- Employees tasked with emergency duties that live and work within the affected area may be personally impacted by the incident and unable to report to work.
- Individuals, community-based organizations and businesses will offer services and support in time of disaster in the form of spontaneous volunteers, supplies and financial donations.
- Incidents, including large scale emergencies or events, require full coordination of operations and resources, and may:
  - a) Require significant information sharing across multiple jurisdictions and between public and private sectors;
  - b) Involve single or multiple jurisdictions and/or geographic areas;
  - c) Have significant statewide and/or national impact and may require significant inter-governmental coordination;
  - d) Involve multiple, highly varied hazards or threats on a local, regional, statewide or national scale;
  - e) Result in mass casualties, displaced persons, property loss, environmental damage and disruption of the economy and normal life support systems, essential public services and basic infrastructure;
  - f) Require resources to assist individuals with access and functional needs;
  - g) Impact critical infrastructures across multiple sectors;
  - h) Exceed the capabilities of state agencies, local governments, NGO's and private sector organizations;
  - i) Attract a sizeable influx of public, private, and voluntary resources, including independent and spontaneous volunteers;
  - j) Require short-notice asset coordination and response; and
  - k) Require prolonged incident management operations and support activities for long-term community recovery and mitigation.



- The negative cascading effects from natural disasters may rise due to increased urban development, industrial expansion, traffic congestion and widespread use and transport of hazardous materials. These factors may increase the risk of human-caused emergencies such as hazardous materials accidents, power failures, resource shortages and environmental contamination.

## 2.0 Concept of Operations

### 2.1 General

CEMA identifies potential threats to life, property and the environment and then develops plans and procedures to respond to those threats. These plans and procedures will help to coordinate and support emergency response and recovery activities and will be tested through exercises and validated by the results of actual responses. The goal is to maintain a robust incident management organization with strong collaborative ties among governments, community-based organizations, volunteers, public service agencies, and the private sector. Chatham County conforms to, and this EOP complies with NIMS, and ICS guidelines.

### 2.2 National Response Framework (NRF)

The NRF is based upon the premise that incidents are handled at the lowest jurisdictional level. In the vast majority of incidents, state and local resources and interstate mutual aid will provide the first line of emergency response and incident management support. When state resources and capabilities are overwhelmed, Governors may request federal assistance. The NRF provides the framework for federal interaction with state, local, tribal, private sector and non-governmental entities in the context of domestic incident management to ensure timely and effective federal support.

The NRF is the core operational plan for national incident management, and establishes national-level coordinating structures, processes, and protocols that will be incorporated into certain existing federal interagency incident or hazard-specific plans. The NRF is intended to facilitate coordination among local, state, tribal, and federal governments and the private sector without impinging on any jurisdiction or restricting the ability of those entities to do their jobs. The NRF does not alter or impede the ability of first responders to carry out specific authorities or perform responsibilities.

The NRF and NIMS are designed to work in tandem to improve the Nation's incident management capabilities and overall efficiency. Use of NIMS enables local, state, tribal, and federal governments and private-sector and NGOs to work together effectively and efficiently to prevent, prepare for, respond to, and recover from actual or potential domestic incidents regardless of cause, size, or complexity.





## 2.3 National Incident Management System (NIMS)

NIMS provides a comprehensive, whole community, whole government approach to incident management for all hazards and integrates existing best practices into a consistent nationwide approach to domestic incident management that is applicable to all jurisdictional levels and across functional disciplines. NIMS is based on a balance of flexibility and standardization that allows government and private entities at all levels to work together to manage domestic incidents, regardless of their cause, size, location, or complexity. Five major components make up this system's approach: preparedness; communications and information management; resource management; command and management; and ongoing management and supporting technologies.

## 2.4 Incident Command System (ICS)

ICS is a primary component of NIMS, and is a standardized on-scene emergency management system designed to allow for an integrated organizational structure scalable to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process. ICS is used to manage facilities, equipment, personnel, procedures, and communications through the use of a common organizational structure and standardized procedures.

## 2.5 Integrating Federal, State, and local Systems

Taken together; the NRF, NIMS, ICS, and this EOP integrate the capabilities and resources of various governmental jurisdictions, incident management and emergency response disciplines, non-governmental organizations (NGOs), and the private sector into a cohesive, coordinated, and seamless national framework for domestic incident management. It should be understood that field level emergency responders, Emergency Operations Center (EOC) staff, department heads, elected officials, and public information officers all have a vital role in successful comprehensive incident management and make up the Incident Management Enterprise.

## 2.6 Phases of Emergency Management

Emergency management functions are generally grouped into four phases: mitigation, preparedness, response, and recovery. The grouping of emergency management functions is useful for classifying and conceptualizing activities. While useful for targeting efforts and resources, the phases of emergency management are not distinct—activities in each phase often overlap with other phases. For example, recovery projects often include elements of mitigation (i.e., rebuilding structures using current building codes) and response often includes recovery measures (i.e., immediate debris removal). The phases are also cyclical in nature—lessons learned from an incident are applied in preparedness efforts for future emergencies and major disasters. The following sections provide examples of the types of activities that take place in each phase.





### 2.6.1 Mitigation

Mitigation activities occur before, during, and after incidents. Post-disaster mitigation is part of the recovery process. Eliminating or reducing the impact of hazards that exist within Chatham County and are a threat to life and property are part of the mitigation efforts.

Mitigation tools include:

- Detailed plans to mitigate future hazards
- Land use planning
- Local ordinances and statutes (zoning ordinances, building codes, etc.)
- Structural measures
- Public information and community relations

### 2.6.2 Preparedness

Preparedness activities are taken in advance of an emergency and develop operational capabilities, enact protective measures, and enhance effective responses to a disaster. These activities can include emergency/disaster planning, training and exercises, and public education. Citizen Preparedness activities are key elements in this phase and a significant factor in the success of a community in responding to an emergency. Members of the incident management enterprise and local organization develop EOPs, SOPs, and checklists detailing personnel assignments, policies, notification rosters, and resource lists. Personnel are made familiar with these documents through periodic training in the activation and execution of procedures.

### 2.6.3 Response

The response phase can be further broken down into three types of response—pre-emergency, immediate, and on-going emergency responses.

Pre-Emergency Response (or crisis response): if warning mechanisms exist for a particular hazard then response actions to emphasize protection of life, property, and environment can be anticipated. Typical pre-emergency and crisis response actions may include:

- Alerting necessary agencies, placing critical resources on stand-by
- Warning threatened populations of the emergency and apprising them of safety measures to be implemented
- Evacuation of threatened populations to safe areas



- Identifying the need for mutual aid
- Proclamation of a Local Emergency by local authorities

Immediate Emergency Response: during this phase, emphasis is placed on saving lives and property, attempting to establish and maintain control of the situation, and minimizing effects of the disaster. Immediate response is accomplished within the affected area by local government agencies and segments of the private sector. The primary activities are on-scene by first or early responders.

On-Going (or sustained) Emergency Response: In addition to continuing preservation of life and property operations, mass care, relocation, public information, situation analysis, status and, damage assessment operations may be initiated. Ongoing response usually involves many organizations and the activation of the EOC.

Furthermore, CEMA utilizes the NIMS Incident Complexity Typing Guide to determine appropriate responses to incidents.





## CHATHAM COUNTY EMERGENCY OPERATIONS PLAN BASE PLAN



<b>Type 5</b>	<ul style="list-style-type: none"> <li>Under one Operational Period</li> <li>The only ICS position staffed is the Incident Commander</li> <li>The incident can be handled with one or two single resources</li> <li>Command and General Staff positions (other than the Incident Commander) are not activated.</li> <li>Primarily local resources used.</li> <li>The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene.</li> <li>Additional resources or logistical support are not usually required.</li> <li>Written Incident Action Plan (IAP) is not required.</li> <li>Examples: vehicle fire, an injured person, or a police traffic stop, single vehicle crash.</li> </ul>	CEMA not Involved unless requested
<b>Type 4</b>	<ul style="list-style-type: none"> <li>Under one Operational Period</li> <li>Command staff and general staff functions are activated only if needed.</li> <li>Several resources are required to mitigate the incident.</li> <li>The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority is updated.</li> <li>The role of the agency administrator includes operational plans including objectives and priorities.</li> <li>Command staff and general staff functions are activated only if needed.</li> <li>Primarily local resources used.</li> <li>Resources vary from a single resource to multiple resource task forces or strike teams.</li> <li>The incident is usually limited to one operational period in the control phase.</li> <li>Written IAP is not required, but a documented operational briefing will be completed for all incoming resources.</li> <li>The agency administrator/official may have briefings, and ensure the complexity analysis and delegation of authority is updated.</li> <li>Examples: Search and Rescue, Motor Vehicle Accidents, Small Fires, Protest Rallies, Structure Fires, small Hazardous Materials Spills, etc.</li> </ul>	CEMA not Involved unless requested
<b>Type 3</b>	<ul style="list-style-type: none"> <li>When incident needs exceed capabilities, the appropriate ICS positions should be added to match the complexity of the incident.</li> <li>Some or all of the command and general staff positions may be activated, as well as division/group supervisor and/or unit leader level positions.</li> <li>Examples: Large Search and Rescue, Special Events, Large Fires, Large School Incidents</li> </ul>	CEMA Involvement Discretionary
<b>Type 2</b>	<ul style="list-style-type: none"> <li>This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods.</li> <li>Most or all of the command and general staff positions are filled.</li> <li>A written IAP is required for each operational period.</li> <li>Many of the functional units are needed and staffed.</li> <li>Examples: Industrial Fires, VIP Visits, Lengthy Search and Rescue, multi-day special events, Tornadoes, Floods, Events of Regional Interest.</li> </ul>	CEMA Involved
<b>Type 1</b>	<ul style="list-style-type: none"> <li>This type of incident is the most complex, requiring national resources for safe and effective management and operation.</li> <li>All command and general staff positions are filled.</li> <li>Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000.</li> <li>Branches need to be established.</li> <li>A written incident action plan (IAP) is required for each operational period.</li> <li>The agency administrator will have briefings, and ensure that the complexity analysis and delegation of authority are updated.</li> <li>Use of resource advisors at the incident base is recommended.</li> <li>There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.</li> <li>Example: Hurricanes, Natural Disasters, Events of National Interest.</li> </ul>	CEMA Involved



#### 2.6.4 Recovery

At the onset of an emergency, actions are taken to enhance the effectiveness of recovery operations. Recovery includes both short-term activities intended to return vital life-support systems to operation, and long-term activities designed to return infrastructure systems to pre-disaster conditions. The recovery phase may also include cost recovery activities. The major objectives of the recovery period include:

- Reinstatement of family and community integrity
- Provision of essential public services
- Restoration of private and public property
- Identification of residual hazards
- Preliminary plans to mitigate future hazards
- Recovery of costs associated with response and recovery efforts
- Coordination of state and federal public and individual assistance

### 2.7 All Hazards / Comprehensive Emergency Management

Chatham County's philosophy of emergency management is based upon the NRF, taking an all-hazards, comprehensive approach. This process allows Chatham County to establish a framework of communication, coordination and response no matter what emergency the County is facing. These inter-related actions which comprise the concept of emergency management are designed to:

- Prepare, prevents and protect against hazards;
- Respond to emergencies that occur;
- Recover and restore the community to a new normal; and
- Mitigate hazards.

Efforts related to the phases of emergency actions will take place on a continuous and scalable level based upon hazard identification, threat, vulnerability and risk to people, property, critical infrastructure and the environment.



The overall goal is to minimize the impact caused by a disaster or an emergency, creating a more disaster resilient Chatham County. It is important to remember that the emergency management process is cyclical – it is not a one-time task. Preparedness and mitigation begins well before the onset of an emergency or a disaster. Emergency management is a continual and developing process using lessons learned from previous incidents and events to improve Chatham County's capacity to manage future incidents and events.

## 2.8 Operational Objectives

The EOP is based on the following operational considerations:

- Initially, incidents are appropriately managed at the lowest possible level.
- Chatham County will use all available resources to save lives, minimize injury to persons and minimize damage to property and the environment.
- Incident management activities will be initiated and conducted using the principles contained in NIMS.

## 2.9 Emergency Operations Center

The EOC is a critical link in the emergency response chain, enabling incident commanders to focus on the needs of the incident, serving as an information conduit between incident command and the Command Policy Group (CPG), promoting problem solving at the lowest practical level.

The EOC is the central location from which Chatham County provides interagency coordination and executive decision making in support of incident response and recovery operations. The EOC does not command or control on-scene jurisdictional response efforts but does carry out the coordination functions through:

- Developing and maintaining Situational Awareness and a Common Operating Picture for decision makers, Incident Commanders and other emergency responders.
- Managing requests, procurement, and utilization of needed resources (to include people).
- Documenting and Managing Incident Information.



### 2.9.1 EOC Locations

The Old County Courthouse EOC is designated as the County's Primary EOC, The Annex EOC is designated as the County's Alternate EOC, and the Mobile EOC is designated as the County's Mobile EOC and will be used by direction only and in some cases will supplement the Primary/Alternate EOC as an on-site resource.

### 2.9.2 EOC Activations

The EOC may be activated for various reasons based on support requirements of a jurisdiction or organization, the context of a threat, the anticipation of events, or in response to an incident. Circumstances that might trigger activation include but are not limited to:

- More than one jurisdiction becomes involved in an incident and/or the incident involves multiple agencies;
- The Incident Commander indicates an incident could expand rapidly, involve cascading effects, or require additional resources;
- A similar incident in the past required Center activation;
- The Emergency Management Agency Director or an elected or appointed official directs the EOC be activated;
- An incident either planned and/or unplanned is imminent. Examples: include but are not limited to: local scheduled special events, predictions/pending and/or forecasted hazardous/severe and tropical weather systems, anticipated river flooding, and other elevated threat levels;
- The anticipated need for support requires acquiring additional resources;
- The event(s) meet thresholds outlined in the County EOP occur; and/or
- Significant impacts to the population for any other reason(s) are anticipated.

### 2.9.3 Activation Levels

The activation level of the EOC grows in size, scope and complexity in concert with that of the incident. If the incident requires additional support and coordination, additional staff can be activated to involve more disciplines, mobilize resources, inform the public, address media inquiries, involve senior elected and appointed officials, and request outside assistance.





The EOC will function at one of three levels based upon the complexity of the incident and requirements of CEMA management. A normal steady state of the EOC is the default and considered ready for activation at a moment's notice. During normal operations (steady state), emergency management personnel maintain operational readiness by monitoring and assessing potential threats and hazards; conducting routine and ongoing coordination with other departments and agencies; developing and executing plans, training, and exercises; and maintaining facilities and equipment.

### Level 3 Active Monitoring

- An event which could impact Chatham County is possible or assistance may be needed in coordinating County resources for an actual event.
- Center is staffed with a few personnel focused on situational awareness.

### Level 2 Elevated Activation

- An event which could impact Chatham County is imminent and requires additional coordination of resources or an actual event is expected to escalate to a point where EOC coordination efforts are prudently assumed to be anticipated.
- Center is partially staffed; limited or partial liaison support (Based on the needs of the incident)

### Level 1 Full-Scale Activation

- An event which is anticipated to impact or actually occurring in Chatham where local resources and capabilities will be taxed to the point where County-wide, Regional or State resources will be required.
- All General Staff positions activated; including applicable liaison positions.
- Operations being conducted on a 24 hour basis.

## 2.10 Levels of Emergencies and Declarations

There are two basic groups of emergencies, declared and non-declared.

### 2.10.1 Non-Declared County Emergencies / Disasters

- The Chairperson, Chatham County Commissioners, or designee may direct County departments and agencies to respond to emergencies or disasters as outlined in this plan without a formal declaration of an emergency when the expectation is that local resources will be sufficient and that no reimbursement of costs will be requested.



- For significant events in Chatham County, the EOC may be activated to monitor the situation, coordinate activities among departments and agencies, and to ensure that the County is positioned to rapidly respond in the event of an incident.

### 2.10.2 Emergency Declarations

There are three levels of emergency declarations that may apply to a disaster or emergency depending upon the scope and magnitude of the event:

- **County / Local Declaration:** A local emergency declaration automatically activates the Chatham County EOP, the EOC and provides for the expeditious mobilization of County resources to respond to a major incident or event.
- **State Declaration:** A declaration of an emergency by the Governor of Georgia that includes Chatham County provides the County access to the resources and assistance of the departments and agencies of the State, including the National Guard, in the event local resources are insufficient to meet the needs. These requests for assistance are coordinated by GEMA/HS after submittal by the County EOC.
- **Federal Declaration:** The Governor of Georgia may request a federal emergency or major disaster declaration. In the event that Chatham County is declared a federal disaster area, the resources of federal departments and agencies are available to provide resources and assistance to augment those of the County and State. The state will coordinate state and federal assistance to Chatham County and the EOC will coordinate assistance throughout the County.

## 2.11 Transition from Response to Recovery

The recovery process is best described as a sequence of interdependent and often concurrent activities progressively advancing a community toward a successful recovery. Decisions made and priorities set early in the recovery process will have a positive cascading effect on the nature and speed of the recovery progress. In fact, decisions made before a disaster can also positively impact recovery. Additional information can be found in the Disaster Recovery Plan (DRP).

Figure 1 on the next page indicates how preparedness, response, and recovery functions are related.



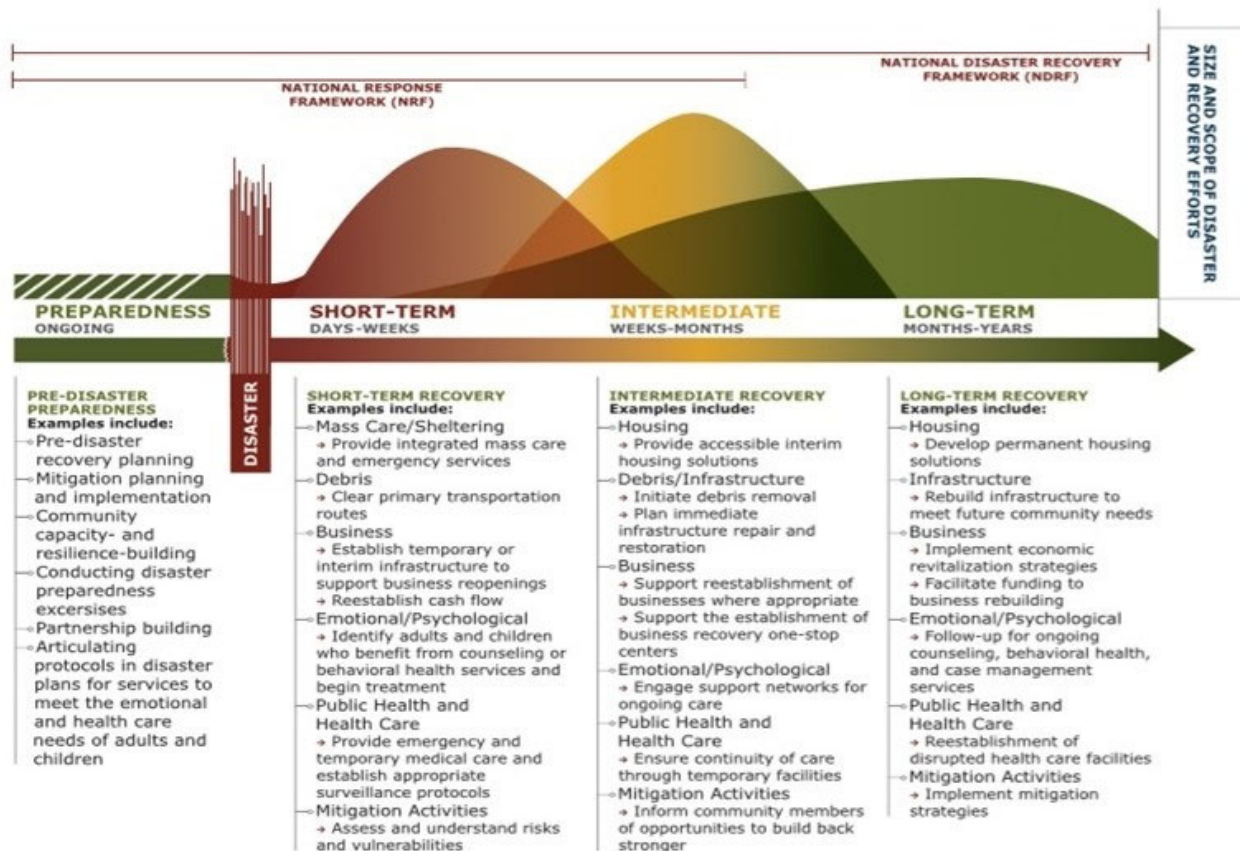


Figure 1

The transition from response to recovery is a gradual process, the pace and timing of which will depend on the circumstances. As response activities diminish, recovery activities will increase.

If the scope of the disaster dictates, a Recovery Committee will be established to manage recovery operations. The EOC Manager and Planning Section Chief will assess the need for a separate recovery organization based on the impacts of the incident, in collaboration with the other ESFs, and will make a recommendation to the CEMA Director to activate the Recovery Plan. The CEMA Director will then make a recommendation to the Command Policy Group who will activate the Recovery Plan.

### 2.11.1 Recovery Timeframes

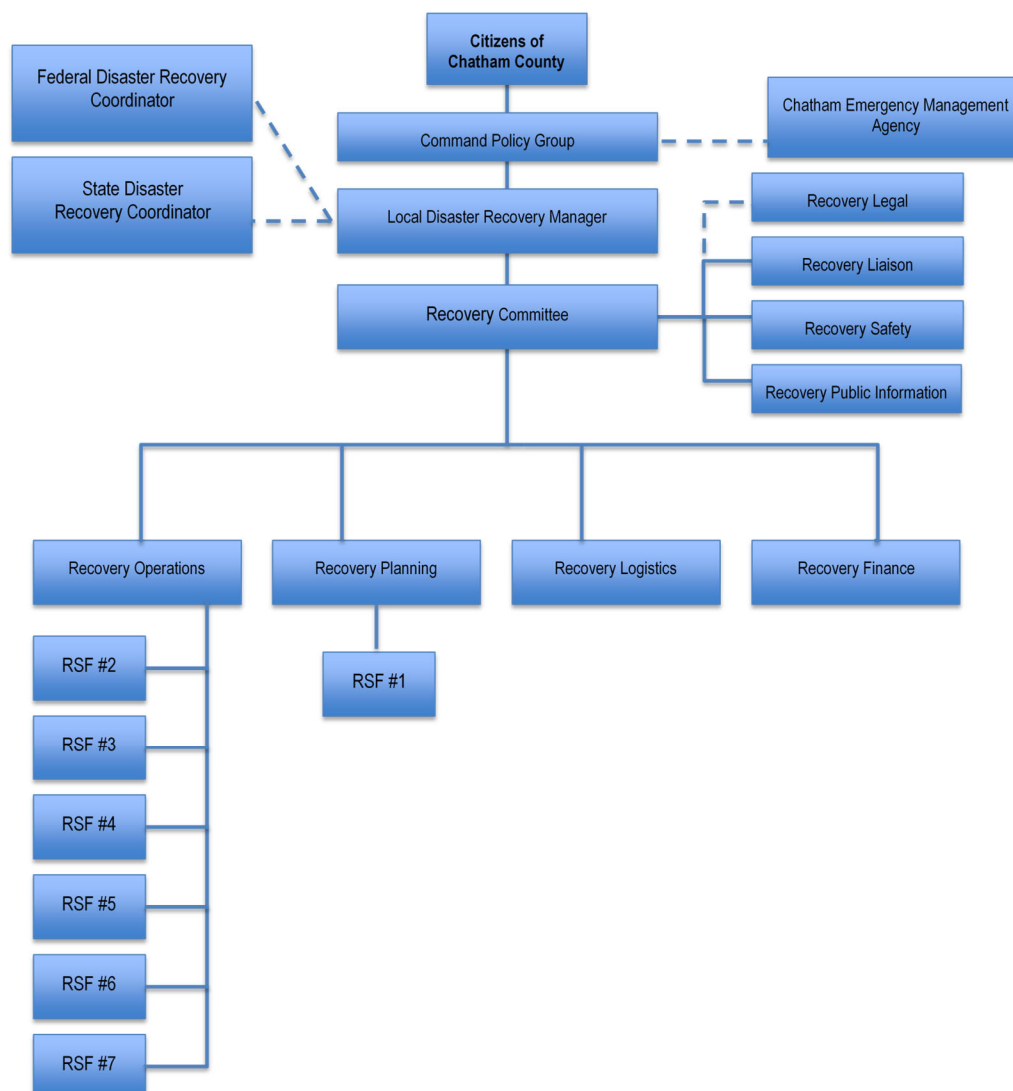
Since emergency management is a cycle, there will be overlap between response and recovery operations. Additionally, recovery operations for multiple events may take place simultaneously.

Recovery includes short-term, intermediate-term, and long-term phases.



- **Short-term recovery** concerns include managing and containing immediate impacts of an event on community systems and beginning to return these systems back to operating standards.
- **Intermediate-term recovery** involves returning individuals and families, critical infrastructure, and essential government or commercial services back to a functional state, although not necessarily to a pre-disaster state.
- **Long-term recovery** works to return to “near normal” conditions after a disaster or emergency, including restoring economic activity and rebuilding community facilities and housing. Long-term recovery can take several months or years.

### 2.11.2 Recovery Organization





## 3.0 Organization and Assignment of Responsibilities

### 3.1 General

County agencies and response organizations may have various roles and responsibilities throughout a major emergency or disaster's duration. Therefore, it is particularly important that the local command structure be established to support response and recovery efforts and maintain a significant amount of flexibility to expand and contract as the situation changes. Typical duties and roles may also vary depending on the incident's size and severity of impacts, as well as the availability of local resources. Thus, it is imperative to develop and maintain depth of qualified staff within the command structure and response community.

The response organization of any local government is the responsibility of the jurisdiction's Chief Elected Official (CEO). It consists of all agencies and resources of that local government and applicable volunteer and private resources. The CEO may use the jurisdiction's resources and employees as necessary and alter functions of departments and personnel as necessary in response to an emergency event. The CEO maintains direction and control of all activities within that jurisdiction.

Upon activation of a Local State of Emergency, the Chatham County Emergency Operations Plan becomes active as do prudent emergency protective ordinances. The CEMA Director will coordinate actions between local governments and agencies as necessary and the direct response actions as determined by the CPG. In situations where local resources to contend with an emergency do not exist or have been depleted, the CPG, in coordination with the CEMA Director, will request state assistance.

### 3.2 Command Policy Group (CPG)

During disaster situations, the CEMA Director may request the assembly of jurisdiction CEOs to discuss incident information. This unified assembly is known as the Command Policy Group (CPG). The CPG will coordinate with the CEMA Director on all emergency event information, direction and coordination. The CEMA Director has the responsibility to lead the response effort through guidance and direction of the CPG.

The Command Policy Group consists of:

- Chairperson of the Chatham County Commission
- County Manager
- Municipal Chief Elected Officials
- Municipal City Managers



- Superintendent of the Savannah-Chatham County Public Schools
- Chief Judge
- Chatham County Sheriff
- US Coast Guard Captain of the Port
- CEMA Director

### 3.3 Continuity of Operations / Government

Succession of County elected officials is outlined in the Continuity of Government (COG) Plan. Each jurisdiction is encourage to have an authorized COG plan that clearly states the orders of succession, limitations to authority and activation policy.

In the event of an incident within Chatham County, it may be necessary for county departments to activate their Continuity of Operations Plans (COOP). During COOP activations, agencies and departments should focus on limiting the interruption of services outlined in their mission essential functions.

### 3.4 Assignment of Responsibilities (General)

This section describes responsibilities or capabilities of in general terms other entities beyond direct jurisdictional control that are known to support, or are capable of supporting, disaster response or recovery within the jurisdiction.

#### 3.4.1 Individuals and Households

Taking proper protective actions is necessary during emergencies. It is the responsibility of individuals and households to:

- Be aware of the different types of warning systems and how you may be notified of an emergency situation.
- Prepare to evacuate or shelter in place.
- Develop a family reunification plan.

#### 3.4.2 Local Government

Local governments are central organizations in emergency management since local government has the primary responsibility for public safety, including emergency response following an emergency or disaster.



Local governments maintain control of all assets used in the response and recovery efforts, regardless of the source of those assets. Local governments must plan and prepare for this role with the support of the State and Federal governments.

#### 3.4.3 State Government

The primary role of GEMA/HS is to support local emergency management activities through local EMA Directors. GEMA/HS provides routine assistance to local EMAs regarding grants, hazard mitigation projects, Citizen Corps Programs, Emergency Management Performance Grant funding, planning, training, exercise and technical guidance. Additionally, GEMA/HS assists local jurisdictions by coordinating with federal officials on behalf of local jurisdictional needs.

#### 3.4.4 Federal Government

When a disaster strikes and is so severe that the local governments and the State governments together cannot provide the needed resources, the Federal government becomes the source for those resources. The Federal Emergency Management Agency (FEMA) is the Federal agency coordinating the activation and implementation of the Federal Response Plan. States work with FEMA to access Federal programs and support.

#### 3.4.5 Non-Governmental and Volunteer Organizations

Volunteer agencies, such as the American Red Cross, local church/synagogue congregations, and assistive organizations, such as the Salvation Army, are available to give assistance with sheltering, feeding, and other issues, as necessary.

#### 3.4.6 Private Sector

Private sector organizations within the jurisdiction may assist with a wide variety of tasks based on their capabilities.

### 3.5 Assignment of Responsibilities (Specific)

#### 3.5.1 Chairperson of the Chatham County Commission

- Consult with the CEMA Director and declare a Local State of Emergency, as needed.
- Consult with the CEMA Director and order evacuations, as needed.
- Enact necessary Emergency Protective Ordinances.
- Serve as, or designate a spokesperson for the emergency.
- Coordinate with other elected officials at the local, state and federal level.



### 3.5.2 Municipal Elected Officials

- Enact necessary Emergency Protective Ordinances.
- Address policy level issues and participate in meetings/briefings as appropriate.

### 3.5.3 County and Municipal Managers

- Ensure government departments respond appropriately, activating COOP plans as needed.
- Ensure all response/recovery actions are in line with current policies and procedures.
- Ensure all departments and agencies document activities, time and finances accordingly for potential reimbursement.
- Remain aware of the financial situation.
- Direct and reallocate municipal assets and resources during an emergency.

### 3.5.4 Chatham County Emergency Management Agency Director

- Coordinate EOC staffing and functioning
- Ensure Interoperable Communications
- Operations of the shelter system in conjunction with the American Red Cross
- Facilitate emergency public information
- Coordinate alert and warning systems
- Coordinate assistance from other jurisdictions, the State and Federal governments
- Manage emergency control and use of resources
- Oversee rumor control
- Manage community damage assessments





### 3.5.5 Emergency Support Functions (ESF)

- The EOP applies a functional approach that groups the capabilities of municipal and county departments and some volunteer and non-government organizations into ESFs to provide the planning, support, resources, program implementation, and emergency services that are most likely to be needed during disaster or emergency incidents. The County response to actual or potential disasters or emergencies is typically provided through the full or partial activation of the ESF structure as necessary. The ESFs serve as the coordination mechanism to provide assistance to municipal governments or to County departments and agencies conducting missions of primary County responsibility.
- Each ESF is comprised of primary and support agencies. The EOP identifies primary agencies on the basis of authorities, resources, and capabilities. Support agencies are assigned based on resources and capabilities in a given functional area. The resources provided by the ESFs reflect categories identified in the NIMS. ESFs are expected to support one another in carrying out their respective roles and responsibilities. Additional discussion on roles and responsibilities of ESF primary agencies, and support agencies can be found in the introduction to the ESF Annexes.
- Note that not all disaster or emergency incidents result in the activation of all ESFs. It is possible that an incident can be adequately addressed by agencies through activation of certain EOP elements without the activation of ESFs. Similarly, operational security considerations may dictate that activation of EOP elements be kept to a minimum, particularly in the context of certain terrorism prevention activities.

### 3.5.6 Emergency Support Functions – Scope and Agency Assignments

The ESFs incorporated into the EOP and their respective concepts of operations are summarized below and explained in detail in the ESF Annexes to the EOP. Please note, this is not an exhaustive list of responsibilities.



ESF	Scope	Coordinating Entity
<b>1 – Transportation</b>	<ul style="list-style-type: none"> <li>Situational awareness for highway, aviation and marine systems</li> <li>Damage assessment of critical transportation systems in disaster</li> <li>Evacuation and re-entry coordination</li> </ul>	Chatham County Department of Engineering
<b>2 – Communications</b>	<ul style="list-style-type: none"> <li>Coordination with telecom and IT industries</li> <li>Restoration/repair of telecom infrastructure</li> <li>Support of deployable communications</li> </ul>	Chatham County Information & Communication Systems
<b>3 – Public Works / Engineering</b>	<ul style="list-style-type: none"> <li>Debris clearance, removal and disposal coordination</li> </ul>	Chatham County Public Works
<b>4 – Firefighting</b>	<ul style="list-style-type: none"> <li>Support firefighting operations</li> </ul>	Chatham Emergency Services
<b>5 – Planning / Emergency Management</b>	<ul style="list-style-type: none"> <li>Maintain Situation Awareness and develop Common Operating Picture</li> <li>Develop Center Action Plans</li> <li>Facilitate reports to local, State and Federal agencies</li> </ul>	CEMA
<b>6 – Mass Care &amp; Sheltering</b>	<ul style="list-style-type: none"> <li><u>MASS CARE</u>: Sheltering, feeding, bulk distribution</li> <li><u>HUMAN SERVICES</u>: Implementation of disaster assistance programs for non-housing losses</li> <li><u>HOUSING</u>: Short/intermediate-term housing</li> </ul>	Chatham County DFCS
<b>7 – Logistics</b>	<ul style="list-style-type: none"> <li>Resource support (transportation, facilities, supplies, equipment, personnel)</li> <li>Coordination of mutual aid agreements</li> <li>Procurement</li> </ul>	CEMA
<b>8 – Health &amp; Medical</b>	<ul style="list-style-type: none"> <li>Healthcare and medical response support</li> <li>Environmental Health &amp; Safety</li> </ul>	Chatham County Health Department
<b>9 – Search &amp; Rescue</b>	<ul style="list-style-type: none"> <li>Search &amp; Rescue operations</li> </ul>	Pooler Fire Department
<b>10 – Hazardous Materials</b>	<ul style="list-style-type: none"> <li>Hazardous Materials response</li> </ul>	Savannah Fire Department
<b>11- Agriculture / Food &amp; Water</b>	<ul style="list-style-type: none"> <li>Animal &amp; plant disease response</li> <li>Identify, secure &amp; distribute food</li> </ul>	Chatham County Health Department / CEMA
<b>12 – Energy / Utilities</b>	<ul style="list-style-type: none"> <li>Energy infrastructure and resource assessment, repair, and restoration</li> <li>Utility coordination</li> </ul>	Chatham County Public Works
<b>13 – Law Enforcement</b>	<ul style="list-style-type: none"> <li>Public safety/security support</li> <li>Support to access, traffic and crowd control</li> <li>Facility and resource security</li> </ul>	Chatham County Police Department
<b>14 – Private Sector</b>	<ul style="list-style-type: none"> <li>Private sector support and coordination</li> </ul>	CEMA / SEDA
<b>15 – External Affairs</b>	<ul style="list-style-type: none"> <li>Emergency public information and protective action guidance</li> <li>Media and community relations</li> </ul>	Chatham County Public Information Office
<b>16 – Community Alerting</b>	<ul style="list-style-type: none"> <li>Provide warnings, alerts and notifications to stakeholders</li> </ul>	CEMA
<b>17 – Damage Assessment</b>	<ul style="list-style-type: none"> <li>Infrastructure assessment, protection and emergency repair (PA DA)</li> <li>Private property assessment (IA DA)</li> </ul>	CEMA / OSRM / BSRS
<b>18 – Animal Services</b>	<ul style="list-style-type: none"> <li>Animal response</li> </ul>	Chatham County Animal Services
<b>19 – Cultural and Historical Properties</b>	<ul style="list-style-type: none"> <li>Natural &amp; cultural resources and historic property protection and restoration</li> </ul>	Savannah Heritage Emergency Response





## 4.0 Direction, Control, and Coordination

The emergency response is coordinated utilizing NIMS/ICS, which provides a flexible, adaptable and expandable response organization to address all-hazards of varying magnitude and complexity. An EOC is activated to support field operations and ensure continuity of government when an incident threatens government services, requires additional resources beyond the capacity of the responding agency, or when resources exceed that which is available from within the jurisdiction as a whole. Communications between the field response and the EOC are established when the EOC is activated in support of field operations.

During multiple-incident situations within the County, an area command may be established to provide for the ICs at separate locations. Unified Command is an application of ICS and may be established at the field response level when more than one agency has jurisdictional responsibilities. Agencies work together through the designated members of the Unified Command to establish their designated ICs at a single ICP. Under Unified Command, entities develop a common set of objectives and strategies which provides the basis for a single Incident Action Plan.

### 4.1 Authority to Initiate Action

The Chairperson of the Chatham County Commission is responsible for declaring a local state of emergency, based on the recommendation from the CPG and the CEMA Director. Declaration of a local state of emergency automatically implements the EOP.

#### 4.1.1 Command Policy Group (CPG)

In a large disaster that involves multiple agencies and complex issues, the CEMA Director may convene a CPG meeting to deliberate and advise on policy issues that arise during the event, address legal issues and resolve conflicting policies, procedures and authorities among involved jurisdictions and agencies. The CPG does not employ command authority or make tactical decisions regarding field level operations.

#### 4.1.2 Activation of the EOP

The authority to activate the EOP is not limited to any one County leadership position, but may vary depending on an incident and authority over the incident. Therefore, the decision to implement the EOP may be made by any of the indicated positions, or their authorized designee:

- County Manager
- Assistant County Manager
- CEMA Director



Implementation of the EOP is scalable and is dependent upon variable disaster conditions, phase of operations and resource coordination needs. The level of activation of County resource through ESFs and the staffing levels of the EOC are also flexible.

Additional EOP implementation circumstances include:

- When the Governor has declared a State of Emergency affecting Chatham County or a local jurisdiction.
- A Presidential declaration of a National Emergency.

#### 4.2 Coordination with Other Levels of Government

Chatham County has identified jurisdictions, private non-profit (PNP) organizations, and volunteer agencies within the geographical boundaries of the County that may have an emergency response role during an emergency or disaster. Their emergency roles have been identified and provisions for coordination with each of them made. CEMA will also work with GEMA/HS to ensure they are integrated into coordination of emergency operations as appropriate.

#### 4.3 Coordination with Non-Profit and Volunteer Organizations

CEMA recognizes the valuable assistance and resources provided by NGO organizations and the importance of organizations that perform voluntary services in the community. As a result, CEMA continues to cultivate relationships with PNP organizations and has established an extensive trained volunteer base to support emergency response operations within Chatham County. The EOC will generally be a focal point for coordination of response activities with many PNPs and volunteer groups.

During an emergency, the EOC may establish communication with PNP agencies and volunteer groups through an agency representative, volunteer coordinator, or other authorized personnel. Coordination, activation, and deployment of these members may be incident driven and will follow the appropriate organization response guidelines that have been established for the specific PNP organization or volunteer group.

#### 4.4 Assistance

If the jurisdiction's own resources are insufficient or inappropriate to respond to the emergency situation, a request may be made for assistance from other jurisdictions, the State, or Federal government. Resource Requests should be submitted via WebEOC to ensure proper resource tracking and demobilization procedures.

### 5.0 Information Collection and Dissemination



A primary objective of the EOC is the timely gathering of accurate, accessible, and consistent information during an emergency and sharing vetted intelligence to ensure coordinated timely emergency response and continuity of government. WebEOC status boards and other technologies for tracking emergency activities will be utilized. All EOC sections should maintain and display current status information so that other sections can quickly comprehend what actions have been taken, what resources are available, and to track damage status across the county. Situation reports develop a common operating picture and will be used to inform the operational objectives, priorities and strategies.

To ensure effective intelligence flow, emergency response agencies at all levels must establish communications systems and protocols to organize, integrate, and coordinate intelligence among the responding agencies. Disaster information managed by the Chatham County EOC is coordinated through agency representatives located in the EOC. These representatives collect information from and disseminate information to counterparts in the field.

The flow of situation reports among the levels of government should occur as follows:

- Field level reports disseminated to the EOC
- The EOC provides a county situation report to GEMA/HS based on field reports, EOC activities and intelligence

## 5.1 WebEOC

Chatham County uses WebEOC as its primary tool for internal communications and situational awareness during disasters. WebEOC is an online information management and communication tool that allows authorized users to view and update current incident information and request assistance.

- The Planning Section of the EOC posts all reports to WebEOC, as well as maintain critical status boards.
- All resource requests should be submitted in WebEOC to allow for thorough equipment tracking. Resources requests are submitted to the EOC and then assigned to the appropriate ESF, or sent to GEMA/HS if the request cannot be fulfilled locally.

## 5.2 Essential Elements of Information (EEI)

Persons staffing the EOC should utilize position specific job aids to encourage a proactive response effort. EEI's are listed in each job aid to assist with developing a common operating picture and identify possible future issues. EEI information can also be used to populate information in the Situational Awareness Tool (WebEOC Board) to develop a common operating picture.



## 6.0 Communications

Per NIMS, public information is coordinated and integrated across jurisdictions and functional agencies; among Federal, State and local agencies; and with private-sector entities and nongovernmental organizations. In order to effectively ensure timely and accurate public information and alert and warning messages are disseminated systems, structures, plans, policies, and equipment must be developed and identified to accomplish these tasks.

### 6.1 Joint Information System (JIS)

The Joint Information System (JIS) provides the mechanism to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and/or disciplines with nongovernmental organizations and the private sector. It includes the plans, protocols, procedures, and structures used to provide public information.

The JIS structure is used for ensuring that:

- Public Information Officer (PIO) functions are coordinated and integrated.
- A structure and system for developing and delivering coordinated interagency messages is provided.
- Public information plans and strategies on behalf of the incident management leadership can be developed, recommended, and executed.
- Leadership is effectively advised on public affairs issues that could affect a response effort, rumors and inaccurate information that could undermine public confidence are controlled and managed.

Local PIOs and established Joint Information Centers (JICs) are critical supporting elements of the JIS. A robust and competent JIS is integral to an effective and comprehensive incident management capability.

### 6.2 Joint Information Center (JIC)

The Joint Information Center is:

- A central location that facilitates operation of the Joint Information System.



- A location where personnel with public information responsibilities perform critical emergency information functions, crisis communications, and public affairs functions.

### 6.3 Public Alerting and Notifications

During an emergency, ESF-15 is responsible for the dissemination of information to the public. PIOs disseminate emergency instructions and critical information to affected audiences—including governments, media, and the public—to provide messages that are accessible to all sectors of the community. Several county departments, as well as, PIOs from municipalities, PNP organizations, and private companies share in the responsibility for disseminating complete, coordinated, and correct information to the public.

### 6.4 EOC Communication Systems

The Chatham County EOC is equipped with multiple redundant communication methods allowing the sharing of situational awareness, resource status, raw intelligence and data, and alert and warning. The communication capabilities are routinely reviewed and updated as technology advances. Current communication resources in the EOC include, but are not limited to:

- WebEOC
- Land-line based phones
- Cell phones
- Satellite phones
- Radio systems
- Internet enabled computers
- Emergency Alert System
- Fax machines

## 7.0 Administration, Finance, and Logistics

### 7.1 Documentation

Documentation is an administrative process used by a jurisdiction to document the response to and recovery from a disaster.



- Individual agencies are responsible for compiling and maintaining their own documentation through their own internal SOP's.
- Information may be compiled in WebEOC during events that require multiple agencies over several operational periods.

## 7.2 Finance

Each individual department/agency shall document the costs incurred during response and recovery operations (e.g., personnel overtime, equipment used/expended, contracts initiated) in accordance to their own internal SOP's.

## 7.3 Logistics

When local resources are exhausted and additional resources are required, resource requests will follow an established process for ordering, tracking, mobilizing, and demobilizing (WebEOC if available). Resource requests originate from municipalities, sent to the EOC, then to GEMA/HS if the resource cannot be acquired via the county EOC.

Maintenance of resources is important throughout all aspects of resource management. Maintenance prior to deployment ensures their availability and capability. Maintenance during the deployment phase ensures continued capabilities (e.g., ensuring adequate fuel supplies during use). Post-operational inspection and maintenance ensures future availability.

# 8.0 Plan Development and Maintenance

CEMA is the executive agent for EOP management and maintenance. The EOP will be updated periodically as required to incorporate new directives and changes based on lessons learned from exercises and actual events. This section establishes procedures for interim changes and full updates of the EOP.

The EOP is developed with input from municipalities, local, state and non-governmental agencies.

## 8.1 Review and Updates

Changes include additions of new or supplementary material and deletions. No proposed change should contradict or override authorities or other plans contained in statute, order, or regulation.



#### 8.1.1 Coordination and Approval

Any department or agency with assigned responsibilities under the EOP may propose a change to the plan. Chatham County Emergency Management Agency is responsible for coordinating all proposed modifications to the EOP with primary and support agencies and other stakeholders, as required. Chatham County Emergency Management Agency will coordinate review and approval for proposed modifications as required.

#### 8.1.2 Notice of Change

After coordination has been accomplished, including receipt of the necessary signed approval supporting the final change language, Chatham County Emergency Management Agency will issue an official Notice of Change. The notice will specify the date, number, subject, purpose, background, and action required, and provide the change language on one or more numbered and dated insert pages that will replace the modified pages in the EOP in addition to manually logged record of changes on the form at the beginning of this plan titled: Record of Revisions. Once published, the modifications will be considered part of the EOP for operational purposes pending a formal revision and redistribution of the entire document.

#### 8.1.3 Distribution

The primary distribution method of the Basic Plan and Annexes will be electronic. The EOP, ESF Annexes and other Support and Incident Annexes or guides deemed by the CEMA Director to be free of sensitive or confidential information may be publicly available online.

#### 8.1.4 Redistribution of the EOP

Working toward continuous improvement, Chatham County Emergency Management Agency is responsible for an annual review and updates of the EOP and a complete revision every five years, or more frequently if the County Commission or the Georgia Emergency Management Agency deems necessary. The review and update will consider lessons learned and best practices identified during exercises and responses to actual events, and incorporate new information technologies. Chatham County Emergency Management Agency will distribute revised EOP documents for the purpose of interagency review and concurrence.





## 9.0 Authorities and References

### 9.1 Legal Authorities

#### 9.1.1 Federal

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L.93-288, as amended)
- The Disaster Mitigation Act of 2000 (P.L. 106-390)
- The Sandy Recovery Improvement Act of 2013 (P.L. 113-2) (SRIA)
- The Post Katrina Emergency Management Reform Act of 2006 (P.L.109-295)
- Presidential Decision Directive - 63, United States Policy on Protecting America's Critical Infrastructure
- Homeland Security Presidential Directive – 5 – National Incident Management System (NIMS).
- Homeland Security Presidential Directive – 8 – National Preparedness
- Presidential Policy Directive/PPD-8: National Preparedness

#### 9.1.2 State

- Georgia Emergency Management Act of 1981. As Amended

#### 9.1.3 Local

- The Code of Chatham County.Chapter 4, Administration, Article III, Emergency Management

### 9.2 References

#### 9.2.1 Federal

- Comprehensive Preparedness Guide (CPG) 101, Version 2.0. Developing and Maintaining Emergency Operations Plans
- Homeland Security Exercise and Evaluation Program (HSEEP)
- National Prevention Framework



- National Protection Framework
- National Recovery Framework
- National Response Framework
- Framework for Improving Critical Infrastructure Cybersecurity, National Institute of Standards and Technology (NIST)
- National Mitigation Framework
- National Preparedness Goal (NPG)

#### 9.2.2 State

- Georgia Disaster Recovery and Redevelopment Plan (GDRRP)
- Georgia Emergency Operations Plan (GEOP)

#### 9.2.3 Local

- Chatham County Emergency Operations Plan
- Chatham County Hazard Mitigation Plan
- Chatham County Disaster Recovery Plan
- Chatham Emergency Management Agency Strategic Plan
- Chatham County Continuity of Operations Plan
- Chatham County Continuity of Government Plan



## TAB A: ACRONYMS

### ACRONYMS

BSRS	Building Safety & Regulatory Services	IA	Individual Assistance
CEMA	Chatham Emergency Management Agency	ICS	Incident Command System
CEO	Chief Elected Official	JIC	Joint Information Center
COG	Continuity of Government	JIS	Joint Information Systems
COOP	Continuity of Operations	MPC	Metropolitan Planning Commission
CPG	Command Policy Group	NGO	Non-governmental Organization
DFCS	Department of Family and Children's Services	NIMS	National Incident Management System
DRP	Disaster Recovery Plan	NRF	National Response Framework
EI	Essential Elements of Information	OSRM	Occupational Safety & Risk Management
EOC	Emergency Operations Center	PA	Public Assistance
EOP	Emergency Operations Plan	PIO	Public Information Officer
ESF	Emergency Support Function	PNP	Private Non-Profit
FEMA	Federal Emergency Management Agency	RSF	Recovery Support Function
GEMA/HS	Georgia Emergency Management Agency/Homeland Security	SEDA	Savannah Economic Development Authority
		SOP	Standard Operating Procedures



THIS PAGE INTENTIONALLY BLANK



## TAB B: PLANNING OVERVIEW

This tab describes all current plans as of resolution of the EOP. Plans may be reviewed, updated, developed or consolidated as needed. The EOP serves as a Base Plan with ESF Annexes, SOG's, Incident Annexes and Support Annexes underneath the overall umbrella of the EOP.

The Disaster Recovery Plan is a separate “umbrella plan” that provides the overarching framework for recovery, with RSF Annexes and other SOG's or Annexes as required.

## CEMA Plan Library—Overview

See CEMA Plan Library Index for descriptions of each plan

### Chatham Emergency Operations Plan (EOP)

#### Emergency Support Function Annexes

ESF-1: Transportation

- SOG 1-1 EAA Operations
- SOG 1-2 Returnee Reception Center

ESF-2: Communications

- SOG 2-1 Interoperable Communications

ESF-3: Public Works

- App 3-1 Debris Management

ESF-4: Firefighting

ESF-5: Planning / Emergency Management

ESF-6: Mass Care, Housing, and Human Services

- SOG 6-1 General Population Sheltering
- SOG 6-2 Critical Workforce Sheltering
- SOG 6-3 Mass Feeding Coordination
- SOG 6-4 Comfort Station Management

ESF-7: Resource Support

- SOG 7-1 Base/Camp Coordination
- SOG 7-3 Logistics Support Area
- SOG 7-4 Points of Distributions
- SOG 7-6 Emergency Fuel Management
- SOG 7-7 Resource Management

ESF-8: Public Health & Medical Support

- SOG 8-1 Hurricane Registry Evacuation
- SOG 8-2 Disaster Health & Medical Services

#### Emergency Support Functions (con't)

ESF-9: Search and Rescue

ESF-10: Hazardous Materials

- App 10-1 Hazmat Emergency Response

ESF-11: Agriculture / Food & Water

ESF-12: Energy

ESF-13: Public Safety and Security Services

ESF-14: Private Sector

- SOG 14-1 Private Sector Coordination
- ESF-15: External Affairs

- SOG 15-1 Joint Information System

- SOG 15-2 Joint Information Center

- SOG 15-3 Disaster Awareness Prep

ESF-16: Community Alerting

- SOG 16-1 Emergency Service Alerts

ESF-17: Damage Assessment

- SOG 17-1 Damage Assessment (PA)

- SOG 17-2 Damage Assessment (IA)

ESF-18: Animal Services

ESF-19: Cultural and Historical Coordination

#### Incident Annexes

IA-A Hurricane Incident Management

IA-C Incident Assistance Center

IA-D Cyber Incident Response

IA-E Active Shooter Hostile Event Response

IA-I Flood Response Plan

#### Support Annexes

SA-E Training and Exercise

SA-F EOC Staff Manual

#### Partner Plans Supporting the EOP

Coastal Health District Pandemic Plan

Coastal Health District SNS Plan

County Engineering Flood Mitigation Plan

GEMA Area Threat Hazard Identification Plan

*NOTE 1: Incident Annexes E-G, Incident Annex K, and Support Annexes A-D have been archived. Content from these Annexes have either been incorporated into other documents or are no longer relevant due to operational changes or improvements.*

*NOTE 2: There are a few community plans supporting the EOP and are maintained by another entity. In these situations, CEMA is a contributor and include them as part of the EOP by reference.*

January 2025



THIS PAGE INTENTIONALLY BLANK



# City of Tybee Island

## Memorandum

To: City of Tybee Island City Council  
From: Bret Bell, City Manager  
Date: 03-18-2025  
Re: Chatham County Emergency Operations Plan Adoption

---

### Title

2025 Chatham County Emergency Operations Plan Adoption

### Action

Adoption of Five-Year Chatham County Emergency Operations Plan

### Background

Every five years, the State of Georgia requires each county to adopt an Emergency Operations Plan (EOP). Additionally, Chatham County Code 4-308.2.c defines adoption requirements as such:

*The Plan shall be submitted to the Chatham County Manager, Municipal Government Managers, and Georgia Office of Homeland Security/Georgia Emergency Management Agency for review, comment, and recommendation to the Chatham County Commission and the Municipal Councils. The Plan shall be adopted by the County Commission and Municipal Councils by signature and may be changed and updated periodically by signature.*

### Facts and Findings

1. As required by the State of Georgia, Chatham County updates and adopts its Emergency Operations Plan (EOP) every five years to ensure coordinated, efficient emergency management.
2. This plan, developed by the **Chatham Emergency Management Agency (CEMA)** in collaboration with municipal governments and other stakeholders, establishes a structured approach to emergency response, ensuring public safety, protection of property, and disaster recovery.
3. The EOP covers natural disasters, technological hazards, and adversarial threats (e.g., hurricanes, hazardous materials, cyber-attacks, and active threats).
4. The EOP **does not** replace standard emergency procedures, but supplements them by defining roles and responsibilities for all agencies.
5. As a **coastal community**, Tybee Island is particularly vulnerable to hurricanes, flooding, and evacuations.



6. The EOP **prioritizes pre-emptive evacuations and coastal resilience strategies** to minimize storm impacts.
7. **Coordination with the county EOC** ensures **resource deployment, emergency response, and post-disaster recovery** tailored to Tybee's unique needs.
8. The 2025 Chatham County EOP strengthens our ability to protect lives and property by enhancing preparedness, streamlining response coordination, and improving disaster recovery. Adoption of this plan ensures that **Tybee Island and all municipalities remain aligned** with state and federal emergency management standards.

**Recommended Action:**

**Adopt the 2025 Chatham County Emergency Operations Plan** as the official emergency response framework for Tybee Island.

**File Attachments for Item:**

7. Resolution 2025-07, Supporting the Reauthorization of the Historic Preservation Fund



## **CITY OF TYBEE ISLAND RESOLUTION 2025-07**

### **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TYBEE ISLAND, GEORGIA, TO SUPPORT REAUTHORIZATION IN 2025 OF THE FEDERAL HISTORIC PRESERVATION FUND ADMINISTERED BY THE NATIONAL PARK SERVICE**

WHEREAS, the rich and diverse cultural heritage and location of Tybee Island is represented by a number of historic sites, historic structures, and landscapes that have been identified, restored and recorded and included in the National Register of Historic Places; and

WHEREAS, the preservation of Tybee Island's past for future generations is set on a foundation of public appreciation and understanding; and

WHEREAS, protection and preservation of these sites, buildings, and landscapes provide educational, environmental, and economic benefits for our community; and

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride, and maintaining community character while enhancing livability; and

WHEREAS, it is important to understand the role of history in our lives to appreciate the contributions made by individuals who preserve the heritage that shapes us as a people; and

WHEREAS, the City of Tybee Island (City) is a Local Certified Government (CLG) that has demonstrated, through a certification process, a commitment to local historic preservation and saving the past for future generations; and

WHEREAS, the City has committed to the preservation of its historic resources in its mission statement, master plans, and historic preservation ordinance; and

WHEREAS, the City, located on a 3-mile wide island, has three designated National Register Historic Districts and an application submitted to the State for a fourth; and

WHEREAS, historic preservation contributes to the economy of Tybee Island through heritage and family tourism; and,

WHEREAS, the federal Historic Preservation Fund provides funding for State Historic Preservation Officers, as well as several competitive grant programs aimed at preserving and documenting, and showcasing America's histories and historic built environments; and

WHEREAS, It is critical for the City of Tybee and other local municipalities to advocate for HPF reauthorization. Continued funding through the HPF provides essential resources for communities like Tybee to protect and preserve historic sites, support local preservation initiatives, and maintain eligibility for competitive grant opportunities; and

Item #7.

WHEREAS, these grant programs address a wide range of preservation needs and support various types of work; and

WHEREAS, historic preservation efforts of the City of Tybee Island (City) have benefited repeatedly from the federal Historic Preservation Fund through grants awarded by the Historic Preservation Division of the Georgia Department of Community Affairs; and

WHEREAS, these grants have enabled the City to inventory and document its historic structures through the Tybee Island Historic Resource Surveys (2016-2017), as required for ongoing certification as a CLG; and,

WHEREAS, these grants have enabled the City to designate and develop design guidelines for its historic South End Business Overlay District (2018-2019); and

WHEREAS, these grants have enabled the City to pursue the development and designation of a local historic district for the Fort Screven National Register Historic District on Tybee Island and the North Campbell Neighborhood (2024-2025); and

WHEREAS, these grants are critical to support future preservation efforts on Tybee Island, including the CLG mandated 10-year update of Tybee Island's Historic Resource Surveys in 2026 and 2027.

BE IT THEREFORE RESOLVED by the Mayor and Council of the City of Tybee Island duly assembled that U.S. Senator Jon Ossoff, U.S. Senator Raphael Warnock, and U.S. Representative Buddy Carter are requested to support passage of the Historic Preservation Fund Reauthorization Act in 2025.

SO RESOLVED, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Brian West, Mayor

In Witness Whereof, I have here unto set my hand and caused the Seal of the City of Tybee Island, Georgia to be affixed this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Attest: Fabian Mann, Clerk of Council



# City of Tybee Island

## Memorandum

To: City of Tybee Island City Council  
From: Bret Bell, City Manager  
Date: 3/19/25  
Re: Support Reauthorization in 2025 of the Federal Historic Preservation Fund

---

### Title

Resolution in Support of the Reauthorization of the Federal Historic Preservation Fund

### Action

Adopt a resolution supporting the reauthorization of the Historic Preservation Fund (HPF).

### Background

The City of Tybee Island is a Certified Local Government (CLG), demonstrating its strong commitment to historic preservation through its mission, master plans, and the preservation ordinance that established the Historic Preservation Commission. Since 2022, the National Park Service Historic Preservation Fund (HPF) has operated under one-year funding extensions. Securing long-term reauthorization of the HPF remains a top priority for the National Park Service and National Trust for Historic Preservation to ensure continued support for State Historic Preservation Offices and vital preservation grant programs.

It is critical for the City of Tybee and other local municipalities to advocate for HPF reauthorization. Continued funding through the HPF provides essential resources for communities like Tybee to protect and preserve historic sites, support local preservation initiatives, and maintain eligibility for competitive grant opportunities. These funds help sustain local preservation programs that safeguard cultural heritage, promote heritage tourism, and strengthen community identity—key components of Tybee’s long-term planning and economic vitality.

### Facts and Findings

1. The City currently has three designated National Historic Districts, and an application submitted for the fourth.
2. The City has been awarded grant funding from the Historic Preservation Fund through the Historic Preservation Division of the Georgia Department of Community Affairs.
3. These grants have funded projects for the City such as: Historic Resource Surveys, Design Guidelines for the historic South End Business Overlay District, and most recently, the development and designation of a local historic district for the Fort Screven National Register Historic District on Tybee Island and the North Campbell Neighborhood.

### Funding

There is no cost associated with this agenda item.

### Alternatives

1. Approval of the resolution to support passage of the Historic Preservation Fund Reauthorization Act in 2025.
2. Not approve.

### Recommendation

That Council adopts Alternative 1.

**File Attachments for Item:**

8. Councilmember Nick Sears: Workshop Schedule Approval

## 2025 CITY COUNCIL WORKSHOP SCHEDULE FOR STAFF REPORTS

DATE	TOPICS	DEPARTMENT	STAFF PRESENTER	NOTES
<b>March</b>				
26	Historic Preservation	Communications/Outreach	Cassidi Kendrick	Update on projects
	Public Safety	Police	Chief Hayes	Quarterly Review
	Public Safety	Fire Rescue	Chief McMillian	Quarterly Review
	Council Priority Setting	City Council	Mayor West	
	Agenda Development Process	City Council	Mayor West	

\*\*\*Meetings from this point on will occur on same day as city council meetings from 3-5 p.m.\*\*\*

DATE	TOPICS	DEPARTMENT	PRESENTER	NOTES
<b>April</b>				
10	Land Development Code	Community Development	Patricia Sinel	Recommendations Review
	Sustainability Plan	Community Development	Patricia Sinel	Next Steps
24	Wayfinding Plan	Communications/Outreach	Cassidi Kendrick	
	Employee Compensation	Human Resources	Jaime Spear	

DATE	TOPICS	DEPARTMENT	PRESENTER	NOTES
<b>May</b>				
6	Budget Workshop*	Finance	Jen Amerell	Lunch provided for council
7	Budget Workshop*	Finance	Jen Amerell	Lunch provided for council
22	Infrastructure Updates	Public Works	Pete Gulbranson	
	Water Resource Planning	Public Works	Pete Gulbranson	

DATE	TOPICS	DEPARTMENT	PRESENTER	NOTES
<b>June</b>				
12	Polk-Solomon Development	Campground/Public Works		
	STR Process Update	Code Compliance		