MAYOR
Brian West

MAYOR PRO TEM
Spec Hosti

CITY COUNCIL
Nick Hale
Cam Jackson
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
September 10, 2026 | 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

Approval of Agenda

Announcements

Recognitions

1. Pam Helton, Georgia Municipal Association — Harold F. Holtz Training Institute Certificate Presentation

   Mayor Brian West: Certificate of Achievement

   Councilmember Kathryn Williams: Certificate of Recognition

Consideration of Items for Consent Agenda

Consideration of Resolutions

2. Resolution 2026-14 — Supporting Protections for the Blake Plateau

Consideration of Approval of Meeting Minutes

3. City Council Regular Meeting — August 27, 2026

City Manager Report

4. Action Item List Update

Public Comment

If anyone wishes to speak on any item on the agenda other than the Public Hearings, please approach the podium and limit your comments to three minutes.

Consideration of Approval of Consent Agenda

Public Hearings

5. Special Review: Dune Bulkhead - 2 8TH Lane - R-2 - 40006 03010– Michael Bono (Mack Howell)
6. Special Review: Home Occupation - 6 6TH Avenue - 40003 08006 - R-1-B - Dana Danielson
7. Variance: Front Yard Encroachment - 17 Shirley Road - R-2 - 40006 06008 - Gerald & Melanie Padilla
8. Major Subdivision with Variances – 104 17th Street- 40008 18001 - C-1 – Southern Belle Rentals, LLC (Walt Freeman)

Consideration of Agreements and Expenditures

9. Fire Rescue Knox Box Program Agreement
10. Wholesale Account Agreement for Electrolyte Drink Mix
11. Project Cooperation Agreement with U.S. Army Corps of Engineers
12. Purchase Authorization of Technology Infrastructure

Consideration of Ordinances and Resolutions

13. Second Reading and Adoption of Ordinance 2026-05 — Amending Code Section 58-179, "Regulatory Fees"
14. Resolution 2026-16 — Tybee Island Maritime Academy Conceptual Site Plan

Executive Session

Discuss Litigation, Personnel, Real Estate, and Cybersecurity

Possible Executive Session Vote

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 Wednesday 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.

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:

2. Resolution 2026-14 — Supporting Protections for the Blake Plateau

RESOLUTION NO. 2026-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TYBEE ISLAND, GEORGIA, SUPPORTING PROTECTIONS FOR THE BLAKE PLATEAU AND ITS VITAL DEEP-SEA CORAL ECOSYSTEM

WHEREAS, the Blake Plateau is an area located roughly 80-200 miles offshore the Carolinas, Georgia, and Florida, and is roughly 115 miles east of Chatham County; and

Whereas, the Plateau hosts over 80,000 deep-sea coral mounds that tower hundreds of feet above the sea floor, and the region is home to the world's largest deep-sea coral habitat; and

Whereas, the Plateau supports a huge diversity and abundance of marine life by providing habitat, food, and protection for endangered sea turtles, whales, seabirds, deep sea mussels, nearly 100 species of fish and more than 200 coral species; and

Whereas, the Plateau is an area steeped in maritime and cultural history, with spiritual significance for the Gullah/Geechee people whose ancestors crossed its waters as part of the Middle Passage; and

Whereas, the Plateau's deep-sea corals and Gulf Stream work together to process essential nutrients that help sustain the region's fisheries and transport nutrients throughout the South Atlantic Bight and along the East Coast; and

Whereas, the harsh conditions of the deep sea—with its high pressure, absence of light, and cold temperatures—provide a Noah's ark of genetic resources that can be used to develop chemical compounds for new pharmaceutical innovations to treat diseases and illnesses such as Alzheimer's disease, cancer, and Covid-19; and

Whereas, in addition to providing an important habitat for fish and marine life, the deep-sea corals of the Plateau consume organic matter that sinks from the ocean's surface and recycle it into essential nutrients for the broader ecosystem; and

Whereas, as the Gulf Stream flows across the Plateau, it carries these nutrients back toward the surface, supporting the ocean's wildlife, sustaining regional fisheries, and benefiting coastal communities such as Tybee Island that depend upon healthy marine ecosystems; and

Whereas, the Mayor and City Council recognize the ecological, cultural, and scientific importance of the Plateau and are concerned about the potential impacts of greater open-ocean industrialization on coastal communities, fisheries, and the marine environment.

NOW, THEREFORE, BE IT RESOLVED, the City supports efforts to protect the Blake Plateau and its unique deep-sea coral ecosystem from adverse activities that can negatively affect its resources.

BE IT FURTHER RESOLVED, the City encourages appropriate federal and state legislation that provides long-term protection for the Blake Plateau.

BE IT SO RESOLVED this _____ day of September 2026.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Brian West, Mayor

ATTEST:

_____
Fabian Mann, City Clerk

File Attachments for Item:

3. City Council Regular Meeting — August 27, 2026

MAYOR
Brian West

MAYOR PRO TEM
Spec Hosti

CITY COUNCIL
Nick Hale
Cam Jackson
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
August 27, 2026 — 6:30 PM

Meeting Minutes

Call to Order — The City of Tybee Island City Council held a regular city council meeting on Thursday, August 27, 2026, 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 Michael "Spec" Hosti, Councilmember Nick Hale, Councilmember Cam Jackson, 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 Edward Hughes, and City Attorney Tracy O'Connell were present.

Invocation — The invocation was led by **Sue Jackson.**

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

Consideration of Approval of Agenda

Councilmember Hosti made a motion to approve the agenda **Councilmember Jackson** seconded the motion. **Motion passed unanimously.**

Consideration of Items for Consent Agenda

- City Council Regular Meeting Minutes — August 13, 2026
- Special Event Alcohol License: Pirates Fest 2026
- Skidaway Institute Beach and Dune Monitoring Contract Renewal
- Resolution 2026-15 — Interagency Council on Homelessness

Consideration of Approval of Consent Agenda

Councilmember Hosti made a motion to approve the consent agenda. **Councilmember Ploughe** seconded the motion. **Motion passed unanimously.**

DRAFT

Public Comment

- Consultants from **CHA Consulting, Inc.** provided an update regarding the placement of Tybee Island Maritime Academy in Memorial Park as part of the Park's master plan process.
- **Pat Leiby, Ginny Genco, Beth Reed, Jan Will, Dawn Shay, Suzanne Heck, Anita Schrimsher, Marianne Bramble, Bob Matkowski, Dee Matkowski, Anna Butler,** and **David Roberts** spoke in opposition of Resolution 2026-16 (Tybee Island Maritime Academy Site Plan), citing Memorial Park access restrictions for residents and offering alternative layouts and sites.
- **Jim Harrah, Roger Huff, Mike Lynch, Sue Jackson, Ashlee Hill,** and **Nancy DeVetter** spoke in favor of Resolution 2026-16 (Tybee Island Maritime Academy Site Plan).

Public Hearings

- Text Amendment: Update to Article 4 -Zoning Districts, Section 4-051 – Short Term Rentals – City of Tybee Island (Second Reading)

  *Councilmember Ploughe recused himself from this discussion and consideration related to short-term rentals due to a potential conflict of interest.

  Community Development Director Patricia Sinel provided an overview of the proposed short-term rental ordinance changes and the history of the ordinance's development.

  Public Comments

  Jim Harrah, Becky West, Tony Vasquez, Roger Huff, Tanya Huff, Mike Lynch, Ashley Suttle, Sue Jackson, James Hall, Marianne Bramble, Corey Kessler, Bill Anderson, Ginny Willett, Paula Crow, Keith Gay, and **John Byrne** expressed support for the text amendment and its passage.

  Dawn Shay, Doug McKay, Anita Schrimsher, Kathy Cheek, Dee Matkowski, Bob Matkowski, and **Anna Butler** spoke in opposition to elements of the proposed text amendment.

  Mayor and City Council Considerations

  Councilmember Hale made a motion to approve the ordinance as presented with the changes in green and yellow. **Councilmember Hosti** seconded the motion. **Councilmember Hale, Hosti,** and **Jackson** voted in favor of the motion. **Councilmember Williams** and **Sears** voted against the motion. **Motion passed 3-2.**

  Councilmember Williams made a motion to amend the ordinance to include a "window or at least another means of egress" in the definition of a bedroom. **Motion withdrawn.**

  Councilmember Williams made a motion to amend the sectors in the ordinance to include the east side of Lovell Avenue in sector two. **Councilmember Sears** seconded the motion. **Councilmember Williams and Sears** voted in favor of the motion. **Councilmember Jackson, Hosti, and Hale** voted against the motion. **Motion failed 3-2.**

DRAFT

Councilmember Williams made a motion to amend the sign requirements to require only the non-emergency police number on the short-term rental signs. **Councilmember Sears** seconded the motion. **Councilmember Williams and Sears** voted in favor of the motion. **Councilmember Jackson, Hosti, and Hale** voted against the motion. **Motion failed 3-2.**

Councilmember Williams made a motion to amend the caps for sectors one and two to 25% and sectors three and four to 40%. **Councilmember Sears** seconded the motion. **Councilmember Williams and Sears** voted in favor of the motion. **Councilmember Jackson, Hosti, and Hale** voted against the motion. **Motion failed 3-2.**

Councilmember Hale made a motion to set the effective date of the ordinance as January 1, 2026. **Councilmember Hosti** seconded the motion. **Councilmember Hosti, Jackson, Sears, and Hale** voted in favor of the motion. **Councilmember Williams** voted against the motion. **Motion passed 4-1.**

Consideration of Local License Requests and Applications

*Councilmember Ploughe returned to the dais.

- Entertainment License: Carbo House, LLC

Councilmember Williams made a motion to approve the entertainment license with the condition that radio or recorded music would be allowed beginning at 7:00 AM, but live music and all other forms of entertainment would not begin until 10:00 AM. **Councilmember Jackson** seconded the motion. **Motion passed unanimously.**

Consideration of Agreements

- Takeoff Drone as First Responder (DFR) Program Agreement

Councilmember Ploughe made a motion to approve the agreement. **Councilmember Hosti** seconded the motion. C**ouncilmember Ploughe, Hosti, Sears, Jackson, and Hale** voted in favor of the motion. **Councilmember Williams** voted against the motion. **Motion passed 5-1.**

Consideration of Ordinances and Resolutions

*Councilmember Ploughe recused himself from this discussion and consideration related to short-term rentals due to a potential conflict of interest.

- Second Reading and Adoption of Ordinance 2026-04 — Amending Code Section 43-1, "Administrative Civil Penalties"

Councilmember Hosti made a motion to approve Ordinance 2026-04. **Councilmember Williams** seconded the motion. **Motion passed unanimously.**

DRAFT

- First Reading of Ordinance 2026-05 — Amending Code Section 58-179, "Regulatory Fees"

  Councilmember Hosti made a motion to approve the first reading of Ordinance 2026-05. **Councilmember Sears** seconded the motion. **Motion passed unanimously.**

  *Councilmember Ploughe returned to the dais.

- Resolution 2026-16 — Tybee Island Maritime Academy Conceptual Site Plan

  Councilmember Ploughe made a motion to table Resolution 2026-16 until the September 10, 2026, council meeting; request city staff to arrange and hold an additional Memorial Park Master Planning Committee meeting by September 3, 2026, to discuss and submit recommendations to council to be included in the packet for the September 10, 2026, council meeting; and hold a workshop discussion prior to the September 10, 2026, council meeting for an open discussion as a group regarding Council's interests and expectations on the placement of Tybee Island Maritime Academy in Memorial Park. **Councilmember Jackson** seconded the motion. **Councilmember Ploughe, Jackson, Sears, Hale, and Williams** voted in favor of the motion. **Councilmember Hosti** voted against the motion. **Motion passed 5-1.**

Executive Session

Councilmember Hosti made a motion to move into executive session regarding real estate. **Councilmember Ploughe** seconded the motion. **Motion passed unanimously.**

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

Adjournment

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

DRAFT

_____

Brian West, Mayor

Attest:

_____

Fabian Mann, Jr., City Clerk

DRAFT

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

Certified City of Ethics

File Attachments for Item:

5. Special Review: Dune Bulkhead - 2 8TH Lane - R-2 - 40006 03010– Michael Bono (Mack Howell)

STAFF REPORT

CITY COUNCIL MEETING: September 10, 2026

REQUESTED ACTION: Approve a special review for a dune bulkhead.

LOCATION: 2 8th Lane

PIN: 40006 03010

APPLICANT: Mack Howell (Ball Maritime)

OWNER: Michael Bono

EXISTING USE: Single-family residence

PROPOSED USES: Single-family residence

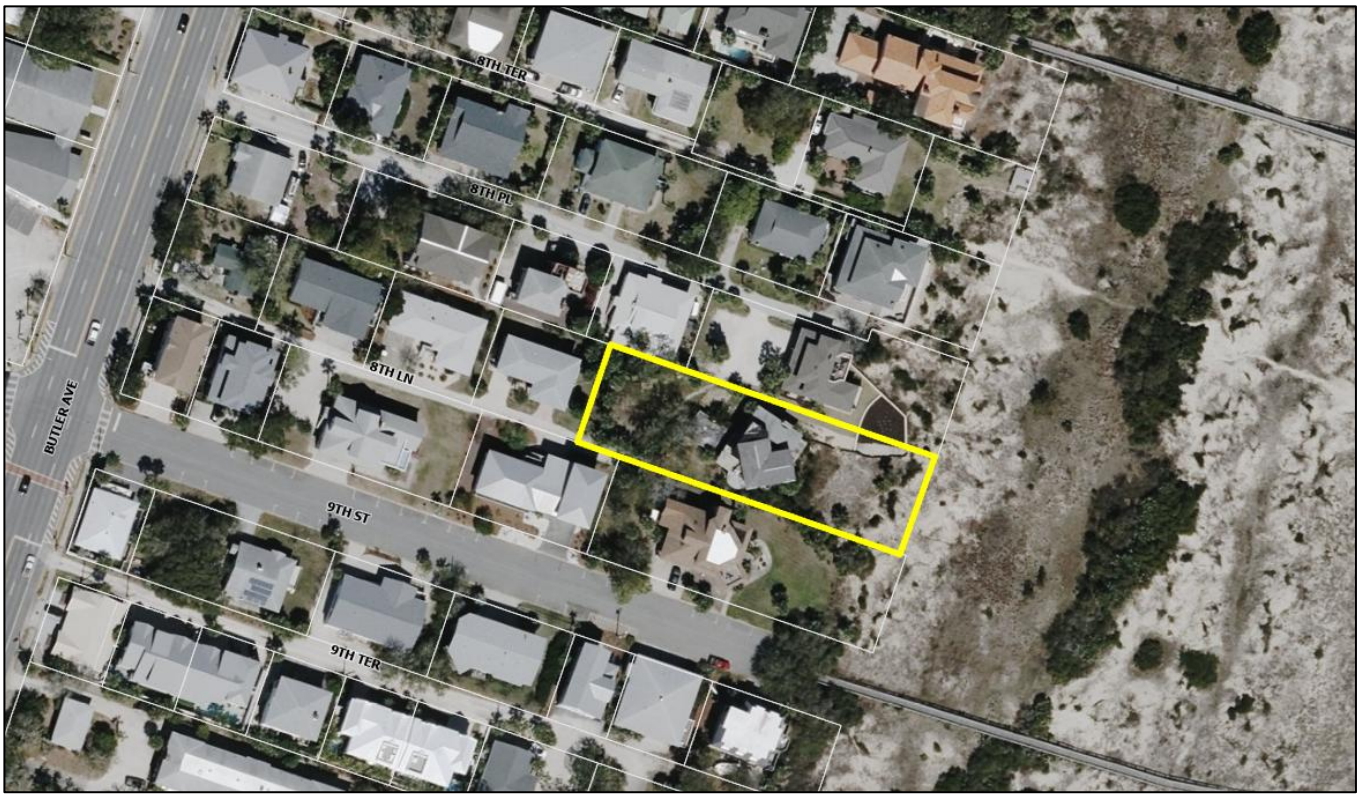
ZONING: R-2

USE PERMITTED BY RIGHT: Special review approval required

COMMUNITY CHARACTER MAP: Beachfront Neighborhood

PROPOSAL: The applicant is requesting special review approval to construct a bulkhead (retaining wall) at the toe of the dunes to prevent further dun encroachment. The 115 linear foot retaining wall would match one approved and constructed at the adjoining property at 3 8th Place in 2023. The area landward of the proposed retaining wall will be planted with native grasses and irrigated. Total impacts to the toe of dune setback include 225 square feet of retaining wall.

PLANNING COMMISSION: At the August 17, 2026 regular meeting of the Planning Commission, the Commission voted 6-0 to recommend approval with the staff recommend conditions.



Map 1: Location Aerial (2026)



Map 2: Aerial Closeup



Picture 1: View between 2 8th Lane and 3 8th Place



Picture 2: Beachside Aerial View

LAND DEVELOPMENT CODE (LDC) ANALYSIS.

The site falls into the R-2 one- and two-family residential zoning district. The purpose of this district is to provide for affordable development of single-family and duplex style development. This district is intended for medium density residential neighborhoods which are quiet and livable. This district includes a mixture of one- and two-family homes with compatible educational, religious, and public institutions as well as limited home occupations.



Map 3: Zoning

Section 3-100. Beach, dune, or vegetation disturbance/crossover maintenance and construction requires special review for or any alteration, construction or disturbance of beach, dunes or vegetation, outside of the maintenance of existing crossovers.

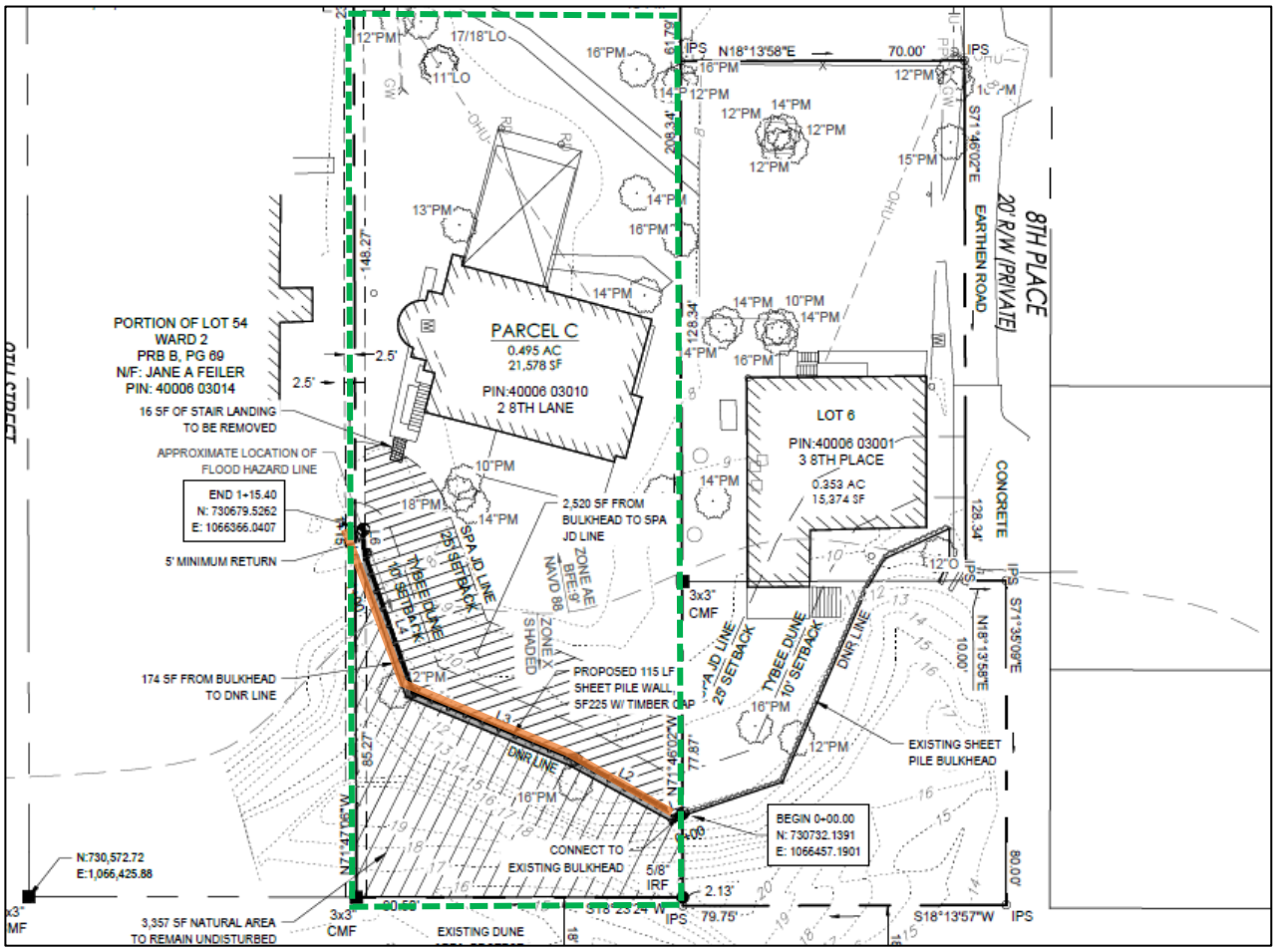


Figure 1: Proposed Bulkhead Location (orange)

CONFORMITY WITH THE COMPREHENSIVE PLAN

The proposed bulkhead is in the **Beachfront Neighborhood**.



Map 4: Character Area

The Strand/ Beachfront Neighborhood is an historic character area that is exclusively residential and borders much of the eastern edge of the Island alongside the beach, and begins east of Butler Avenue. It is characterized by a series of wide streets interspersed with lanes and alleys, all leading toward the beach. Each is fronted by a mix of home types, including multifamily, single family and duplex, with on-street parking and older trees. Notably, there is limited street connectivity within the area; to travel through, one must return to Butler or walk on the beach. Part of the Strand is designated the Strand Cottages Historic District by the National Register of Historic Places for its key role in the development of late 19th-century coastal resort planning.

The comprehensive plan strategies pertinent to this case include:

- Continue to expand and strengthen the dune system in accordance with the Beach Management Plan.
- Prohibit any development on the beach or dune system.
- Maintain beach access dune crossing with the least amount of impact to the dune system.
- Preserve and maintain public beach access and enhance when necessary.

COMPLIANCE WITH OTHER AGENCIES. Georgia's Department of Natural Resources (DNR) maintains dune delineation lines, costal marshland delineation lines, and suspected wetland areas. In these places DNR provides revocable permits for existing permitted private docks, retaining walls, and dune crossovers. Any new construction, widenings, relocations, or expansions of existing features also require approval from DNR.

REVIEW CRITERIA

5-070 Standards for special review. The Planning Commission shall hear and make recommendation upon such uses in a district that are permitted after special review. The application to establish such use shall be approved by the mayor and council on a finding that:

- The proposed use will not be contrary to the purpose of this Land Development Code;
- The proposed use will not be contrary to the findings and recommendations of the master plan;
- The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers;
- The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement associated with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use;
- The proposed use will not be affected adversely by the existing uses of adjacent properties;
- The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use;
- The parking and all development standards set forth for each particular use for which a permit may be granted will be met.

Additionally, the Planning Commission may suggest, and the Mayor and Council may impose or require such additional mitigation restrictions and standards such as increased setbacks, buffer strips, screening, and/or landscaping.

No permitting requirements of the LDC are waived, modified, or varied by the approval of this special review.

STAFF FINDING.
The Land Development Code has no requirements or preferences on retaining walls/bulkheads. The proposed project has no known impact to any proposed beach restoration or dune restoration projects. Staff recommends approval with the condition that piles will be deconflicted/shortened as necessary as to not impact the sanitary sewer main that runs along the rear of the property.

STAFF CONTACT
Patricia Sinel, AICP, CFM, CNU-A
Community Development Director
Patricia.Sinel@cityoftybee.gov
912-472-5031

ATTACHMENTS
A. Application
B. Narrative
C. Property Record Card
D. Survey
E. Plans

CITY OF TYBEE ISLAND
SPECIAL REVIEW APPLICATION

Fee $500

Address or location of subject property: 2 8th Ln

PIN# 4000603010 Applicant's Name: 809 8th Lane LLC

Applicant's Mailing Address: 6320 Wakeforest Ave. Houston, TX 77005

Phone/Email: [redacted]

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

Property Owner's Name: Michael Bono

Phone/Email: [redacted]

Owner's Mailing Address: 6320 Wakeforest Ave. Houston, TX 77005

Is Applicant the Property Owner? ✓ Yes ____ No

Current Zoning of Property: R2 Current Use: Residential

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

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

Signature of Applicant

June 1, 2026
Date

Additional information may be required for each Special Review. Please contact staff for details.

Incomplete applications will not be processed. Only applications deemed complete by staff will be placed on upcoming agendas of the Planning Commission and the City Council.

NOTE: This application may require any and all of the following information, if applicable, and when requested by staff:

_____8 copies, no smaller than 11 x 17, of the proposed site plan and architectural renderings.

_____8 copies, no smaller than 11 x 17, of the engineered drainage and infrastructure plan.

_____8 copies, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping plan.

_____8 copies, no smaller than 11 x 17, of a valid survey or filed plat of the property, signed and sealed by a State of Georgia certified land surveyor

_____Disclosure of Campaign Contributions

_____Letter of Authorization (if applicable) granting the Applicant permission to conduct such request and land development on behalf of the property owner.

_____Electronic versions of application and/or supporting documents

_____Other

The city staff may require elevations or other engineering or architectural drawings covering the proposed development.

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

_____ 6/1/2026

Signature of Applicant Date

STAFF USE ONLY

Date received: _____ Received by_____

*Fee Amount $*_____*Check Number* _____*Date*_____

PUBLIC HEARING DATES:

Planning Commission_____City Council _____

DECISION: (Circle One) Approved Denied

Approved with Conditions: _____

Rev: 7/2/2025

CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

YES _____ NO X

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

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

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

Signature _____

Printed Name Michael Bono

Date June, 1, 2026

Letter of Authorization

As fee simple owner of the subject property that is identified as Property Identification Number(s) (PIN) 4000603010, and addressed as 2 8th Lane

I (we) authorize Mack Howell
(Agent Name)

of Ball Maritime Group 248-227-8515 mack@ballmaritime.com
(Firm or Agency, if applicable)

to serve as agent on my (our) behalf for the purpose of making and executing this application for the proposed land development request. I (we) understand that any representations(s) made on my (our) behalf, by my (our) authorized representative, shall be legally binding upon the subject property.

Property Owner(s)

Name(s): Michael Bono

Registered Agent: _____
(Or Officer or Authorized Signatory, if Property owner is not an individual)

_____
Signature(s)

Witness Signature Certificate

State of Georgia

County of CHATHAM

Signed or attested before me on JUNE 16, 2026
(Date)

by MICHAEL BONO,
(Printed name(s) of individual(s) signing document)

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

☑ Personally Known or ☐ Produced Identification Type of ID _____

Amber Spain
Signature of Notary Public

Amber Spain
(Name of notary, typed, stamped or printed)

Notary Public State of Georgia

My commission expires: August 31, 2026

AMBER SPAIN NOTARY PUBLIC CHATHAM COUNTY GEORGIA EXPIRES August 31, 2026

Ball Maritime Group

July 13, 2026

Patricia Sinel, AICP, CFM, CNU-A
Community Development Director
City of Tybee Island
403 Butler Avenue
Tybee Island, Georgia 31328

Re: PN 26-1005 – Bono Retaining Wall

Subject: Project Narrative

Dear Patricia:

The proposed project includes the installation of a vinyl sheet pile retaining wall with timber pile cap and fascia within SPA jurisdiction. The proposed wall is designed to run parallel with the existing contours of the adjacent dune and landward toe of slope to avoid direct impacts to the existing sand dune. The retaining wall is to be constructed with mechanical equipment and driven approximately 6 to 7 feet in the ground. Although the existing ground elevation varies from north to south along the dune line, the exposed height of the proposed wall will be between 3 to 4 feet. The additional height above ground will serve to prevent and slow the erosion of the adjacent dune and will also capture future wind blown sand. Total impacts within SPA jurisdiction associated with the 115 linear feet of retaining wall total 225 square feet. The applicant also proposes to remove the existing stairs associated with an existing house that fall within SPA jurisdiction, totaling 16 square feet. The Applicant/Owner is completing plans to demolish the existing dilapidated house and construct a new house landward of the SPA jurisdiction line. The remaining area landward of the proposed retaining wall within SPA jurisdiction is to be planted with native grasses and irrigated. Total impacts to SPA jurisdiction includes 225 square feet of retaining wall and the removal of 16 square feet of existing stairs. The proposed work totals 0.005 acres and should be considered a minor alteration as proposed encroachments are well less than one-tenth of an acre.

The remaining portions of the 21,578 square foot lot east of the newly constructed retaining wall (Approximately 4,729 square feet – one-third of the lot) will remain in a natural vegetated and topographic state.

It is anticipated that the proposed work will take 6 months to complete, depending on material availability.

Regards,

Mack Howell

Mack Howell, PE
Project Manager
Ball Maritime Group, LLC

Cc: Michael Bono

Printable page

PARID: 40006 03010
809 8TH LANE LLC 2 8TH LN

Most Current Owner

Current Owner	Co-Owner	Care Of	Mailing Address
809 8TH LANE LLC			6320 WAKEFOREST AVENUE HOUSTON TX 77005-0000

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
809 8TH LANE LLC		6320 WAKEFOREST AVENUE		HOUSTON	TX	77005

Parcel

Status	ACTIVE
Parcel ID	40006 03010
Category Code	RES - Residential
Bill #	2929690
Address	2 8TH LN
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20204.00 - T204 TYBEE BEACHFRON
Total Units	
Zoning	R-2
Class	R3 - Residential Lots
Appeal Status	

Legal Description

Legal Description	EAST PART OF BEACH LOT 53 WD 2 T YBEE 80 X 360.1 IRR
Acres	.51
Deed Book	1876
Deed Page	0461

Permits

Permit #	Permit Date	Status	Type	Amount
220428	09/06/2022	Complete	DM - DEMOLITION	$30,000.00
170450-2	05/23/2017	Complete	GM - GENERAL MAINT.	$30,000.00
080256-1	05/20/2008	Complete	-	$2,000.00

Inspection

Inspection Date	Reviewer ID
10/31/2025	RKRYZAK
11/04/2024	RKRYZAK
11/20/2023	RKRYZAK
10/17/2023	RKRYZAK
12/09/2022	RKRYZAK

Sales

Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
03/17/2020	0	U	QC	1876 - 0461	MICHAEL W. SKINNER AS TRUSTEE OF THE MAR	809 8TH LANE LLC
03/17/2020	900,000	Q	WD	1876 - 0457	809 8TH LANE LLC	TYBEE LANE, LLC
12/30/2012	0	U	QC	383V - 847	809 EIGHTH LANE LLC ETAL*	SKINNER MICHAEL W AS TRUSTEE ETAL*
12/28/2012	0	U	QC	383R - 655	SKINNER MICHAEL W AS TRSTE*	809 EIGHTH LANE LLC ETAL*
12/05/2002	0	U	QC	245K - 434	MELAVER BETTY S	SKINNER MICHAEL,TRUSTEE

Residential Building

Card #	1
Actual Year Built	1990
Effective Year Built	
Type	1 - Single Family Residence
Style/Stories	5 - 1 1/2 STORY FINISHED
Percent Complete	100
Quality	400
Condition	UN - UNSOUND
Living Area	2,406
Basement Area	0
Finished Basement Area	No
Bedrooms	5
Full / Half Baths	5 / 0

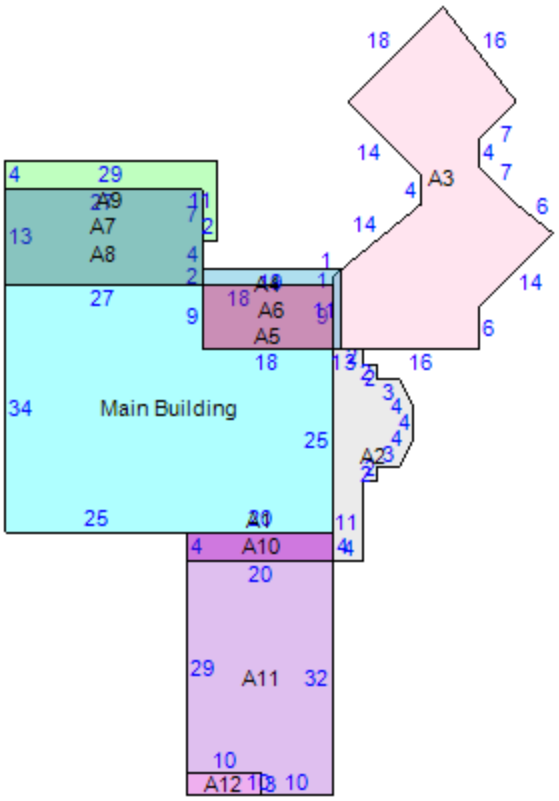
OBY

Card #	Description	Year Built:	Grade:	Units:	Override:	Area:
1	6616 : HOUSE LIFTING, ELEV. ABOVE FLOOD PLAIN, RAISED FLR	1985	C	1		1,530

Appraised Values

Land	Building	Appraised Total	Reason

2026	840,000	20,700	860,700	
2025	840,000	19,600	859,600	
2024	840,000	19,200	859,200	
2023	840,000	19,600	859,600	
2022	840,000	13,900	853,900	
2021	800,100	99,900	900,000	TRANSACTION
2020	1,432,600	178,700	1,611,300	APPEAL DECISION
2019	1,432,600	178,700	1,611,300	APPEAL DECISION
2018	1,432,600	178,700	1,611,300	
2017	1,432,600	178,700	1,611,300	

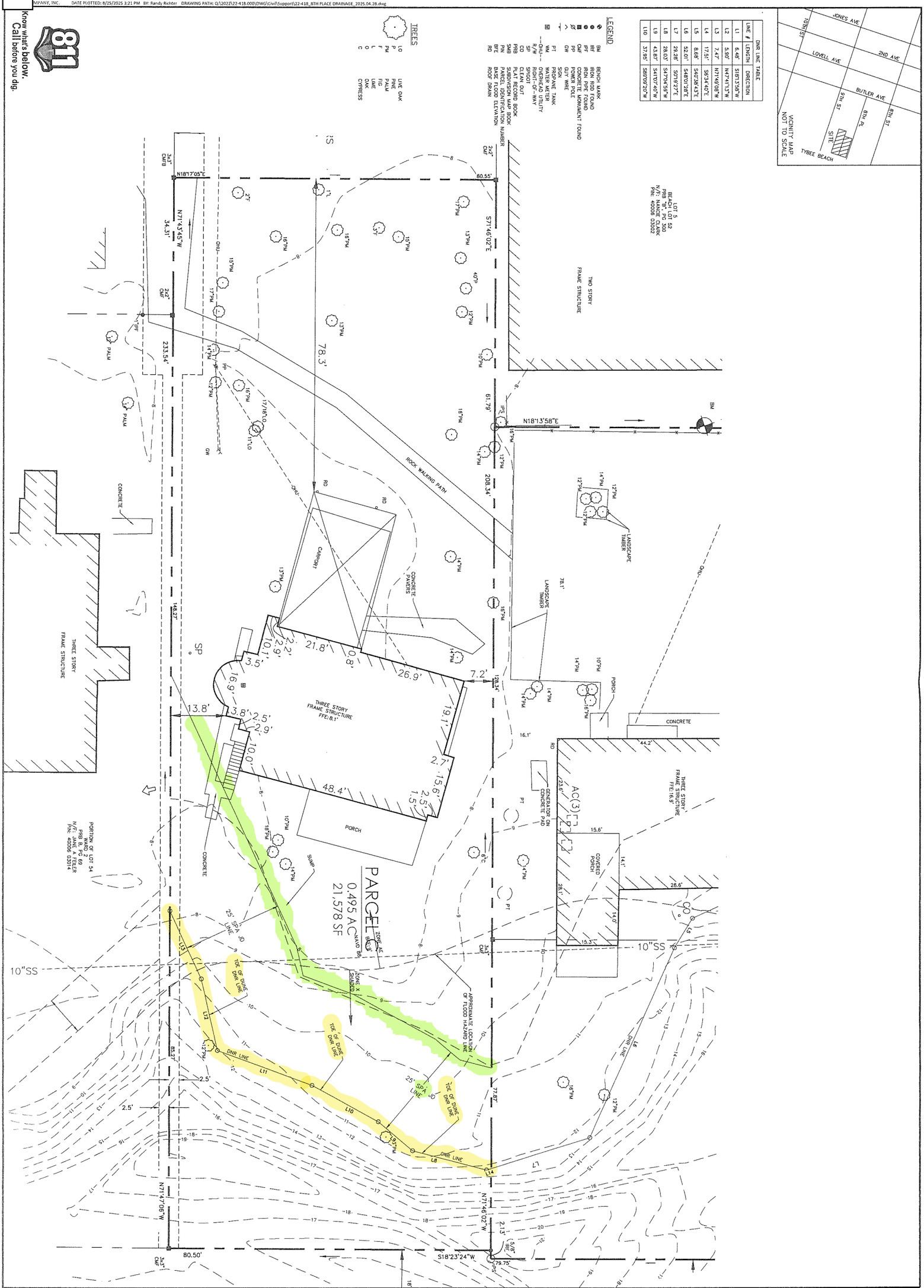


Item	Area
Main Building	1368
- 6616:HOUSE LIFTING, ELEV. ABOVE FLOOD PLAIN, RAISED FLR	1530
A1 - 100:100- LIVING SPACE	80
A10 - 721:721-Carport, Flat Roof (SF)	80
A11 - 721:721-Carport, Flat Roof (SF)	610
A12 - 909:909-Enclosed Porch (SF), Solid	30
A2 - 100:100- LIVING SPACE	200

A3 - 100:100- LIVING SPACE	758
A4 - 913:913-Enclosed Wood Deck (SF), S	162
A5 - 903:903-Wood Deck (SF)	162
A6 - 903:903-Wood Deck (SF)	47
A7 - 913:913-Enclosed Wood Deck (SF), S	351
A8 - 903:903-Wood Deck (SF)	351
A9 - 903:903-Wood Deck (SF)	130



Know what's below. Call before you dig. 811



SHEET 1/1

PARCEL "C"

JOB NUMBER: 22-418
DATE: 02/24/2026
DRAWN BY: RKR
CHECKED BY:
SCALE: 1" = 20'

A TOPOGRAPHIC SURVEY OF LOT 6 & PART OF STRAND, EASTERN PORTION OF BEACH LOT 52, AND PARCEL C, EASTERN PORTION OF BEACH LOT 53, 5TH G.M. DISTRICT,

TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

PREPARED FOR: TYBEE LANE, LLC

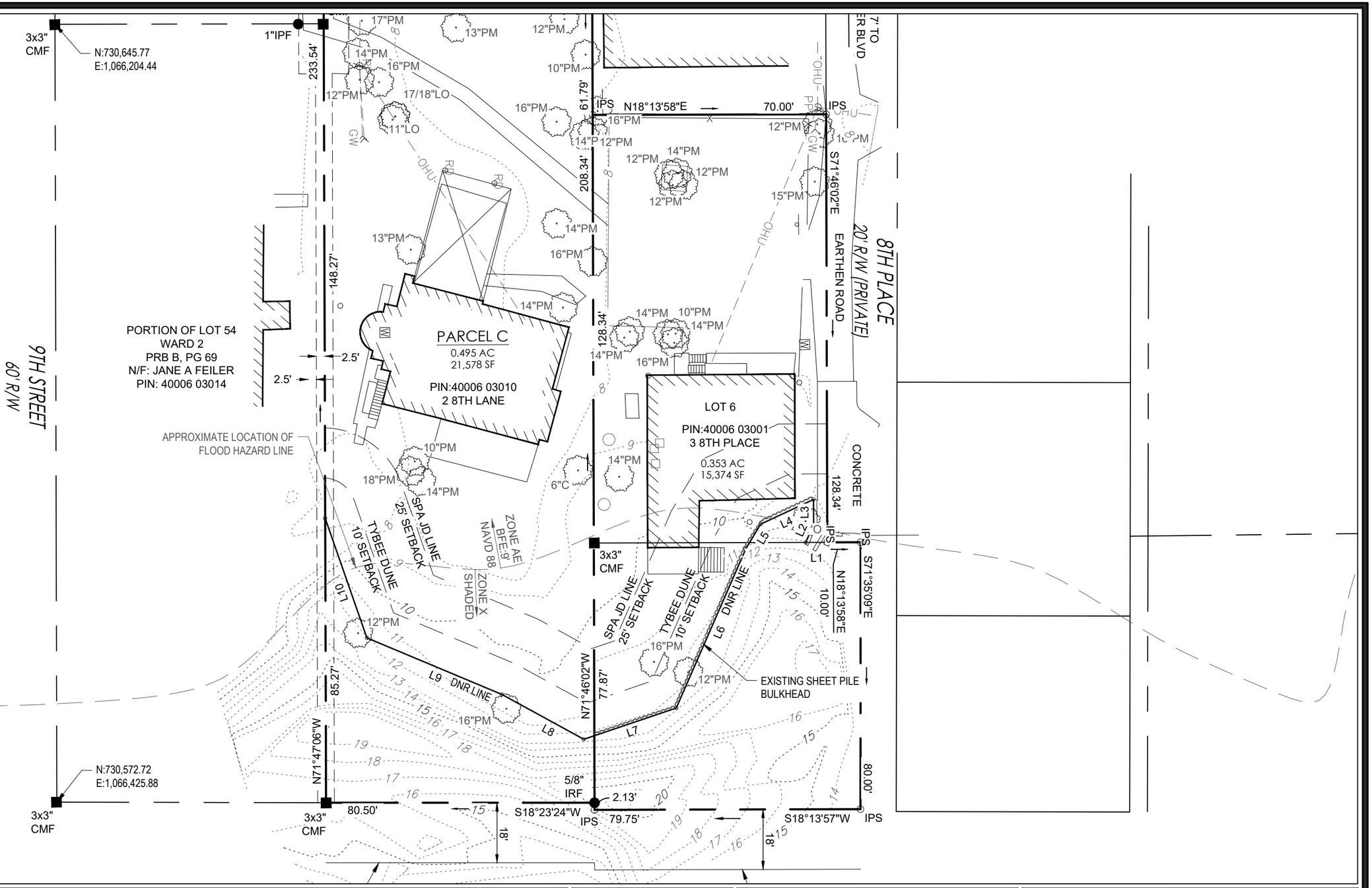
GEORGIA No. 043413 REGISTERED PROFESSIONAL LAND SURVEYOR

GEORGIA No. 003279 REGISTERED PROFESSIONAL ENGINEER

COLEMAN COMPANY
ENGINEERS • SURVEYORS
1480 Chatham Parkway, Suite 100
Savannah, Georgia | (912) 200-3041

08.06.2026

DNR LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	6.48'	S18°13'58"W
L2	5.90'	N47°41'13"W
L3	7.47'	N71°49'08"W
L4	17.51'	S6°34'40"E
L5	8.68'	S40°38'43"E
L6	52.01'	S48°01'28"E
L7	29.28'	S0°19'27"E
L8	28.03'	S47°04'59"W
L9	43.87'	S41°07'40"W
L10	37.95'	S89°09'20"W



GENERAL NOTES:

1. HORIZONTAL DATUM IS GEORGIA STATE PLANE EAST ZONE NAD83
2. PROJECT LOCATION:
   LATITUDE: N32.002209
   LONGITUDE: W80.843822

Item #5.

GEORGIA
REGISTERED
No. SE001558
STRUCTURAL
Date: 07/13/2026
ENGINEER
JASON P. BALL

Ball Maritime Group
4 Cedar View Court | Savannah, GA 31410
www.ballmaritime.com | (912) 662-2914
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EXISTING CONDITIONS

BONO RETAINING WALL

PROPOSED ACTIVITY: PROPOSED RETAINING WALL — TYBEE ISLAND, GA

Applicant:	MICHAEL BONO
Date:	7/13/16
County:	CHATHAM COUNTY
JOB#:	26-1005
SCALE:	1" = 30'
DATUM:	NAVD 88
SHEET:	3 of 5

BULKHEAD CENTERLINE		
LINE #	LENGTH	DIRECTION
L1	1.40'	S0°19'27"E
L2	28.56'	S47°04'59"W
L3	43.41'	S40°54'57"W
L4	36.06'	S89°09'20"W
L5	1.53'	N78°52'52"W
L6	4.44'	N73°16'22"W

9TH STREET
60' R/W

8TH PLACE
20' R/W (PRIVATE)
EARTHEN ROAD

3x3" CMF
N:730,645.77
E:1,066,204.44

1"IPF

PORTION OF LOT 54
WARD 2
PRB B, PG 69
N/F: JANE A FEILER
PIN: 40006 03014

PARCEL C
0.495 AC
21,578 SF
PIN:40006 03010
2 8TH LANE

LOT 6
PIN:40006 03001
3 8TH PLACE
0.353 AC
15,374 SF

16 SF OF STAIR LANDING TO BE REMOVED

APPROXIMATE LOCATION OF FLOOD HAZARD LINE

END 1+15.40
N: 730679.5262
E: 1066366.0407

2,520 SF FROM BULKHEAD TO SPA JD LINE

CONTRACTOR TO VERIFY LOCATION AND ELEVATION OF EXISTING SS LINE

5' MINIMUM RETURN

CONTRACTOR TO DE-CONFLICT PILE LOCATION WITH EXISTING SS LINE @ EL4.91 IN FIELD (SEE NOTE 4)

PROPOSED 115 LF SHEET PILE WALL, SF225 W/ TIMBER CAP

174 SF FROM BULKHEAD TO DNR LINE

EXISTING SHEET PILE BULKHEAD

BEGIN 0+00.00
N: 730732.1391
E: 1066457.1901

CONNECT TO EXISTING BULKHEAD

N:730,572.72
E:1,066,425.88

3,357 SF NATURAL AREA TO REMAIN UNDISTURBED

EXISTING DUNE AREA, PROTECT

SPA JD LINE 25' SETBACK
TYBEE DUNE 10' SETBACK
DNR LINE
ZONE AE BFE:9' NAVD 88'
ZONE X SHADED

IPS N18°13'58"E 70.00'
S71°46'02"E
N71°46'02"W 77.87'
N71°47'06"W 85.27'
S18°23'24"W 79.75'
S71°35'09"E 128.34'
N18°13'58"E 10.00'
S18°13'57"W 80.00'
N71°47'06"W 148.27'
233.54'
61.79'
208.34'
128.34'
80.00'
80.50'
2.13'
5/8" IRF
3x3" CMF
SSMH FR: 8.17' IE: 4.84'
10"SS
CONCRETE

Item #5.

GENERAL NOTES:

1. HORIZONTAL DATUM IS GEORGIA STATE PLANE EAST ZONE NAD83
2. PROJECT LOCATION:
   LATITUDE: N32.002209
   LONGITUDE: W80.843822
3. DNR LINE AND SETBACKS (SPA + DUNE) CONFIRMED DECEMBER 12TH 2025
4. EXISTING SS LINE MUST BE FIELD LOCATED AND VERIFIED PRIOR TO WALL CONSTRUCTION. CONTRACTOR WILL ADJUST FINAL PILE LOCATION IN CONFLCIT AREA TO AVOID EXISTING SS LINE.

GEORGIA REGISTERED No. SE001558 STRUCTURAL Date: 07/13/2026 ENGINEER JASON P. BALL

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www.ballmaritime.com | (912) 662-2914
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PROPOSED CONDITIONS

BONO RETAINING WALL

PROPOSED ACTIVITY: PROPOSED RETAINING WALL — TYBEE ISLAND, GA

Applicant:	MICHAEL BONO
Date:	7/13/16
County:	CHATHAM COUNTY
JOB#:	26-1005
SCALE:	1" = 30'
DATUM:	NAVD 88
SHEET:	4 of 5

File Attachments for Item:

6. Special Review: Home Occupation - 6 6TH Avenue - 40003 08006 - R-1-B - Dana Danielson

STAFF REPORT

CITY COUNCIL MEETING: September 10, 2026

REQUESTED ACTION: Approve a special review for a home occupation in the R-1-B zoning district.

LOCATION: 6 6th Avenue

PIN: 40003 08006

APPLICANT: Dana Danielson

OWNER: John and Dana Danielson

EXISTING USE: Single family

PROPOSED USES: Single family residence with healing arts therapy

ZONING: R-2

USE PERMITTED BY RIGHT: Special review approval required

COMMUNITY CHARACTER MAP: Fort Screven Historic District

PROPOSAL: The applicant is requesting special review approval for "Healing Arts Client Sessions" in her home studio. The applicant is a licensed massage therapist with an active license in the State of Georgia. The applicant intends to see one client at a time, expecting three to four clients a week for sessions 60-90 minutes in duration.

PLANNING COMMISSION: At the August 17, 2026 regular meeting of the Planning Commission, the Commission voted 5-1 to recommend approval of the home occupation.



Map 1: Location Aerial 2026



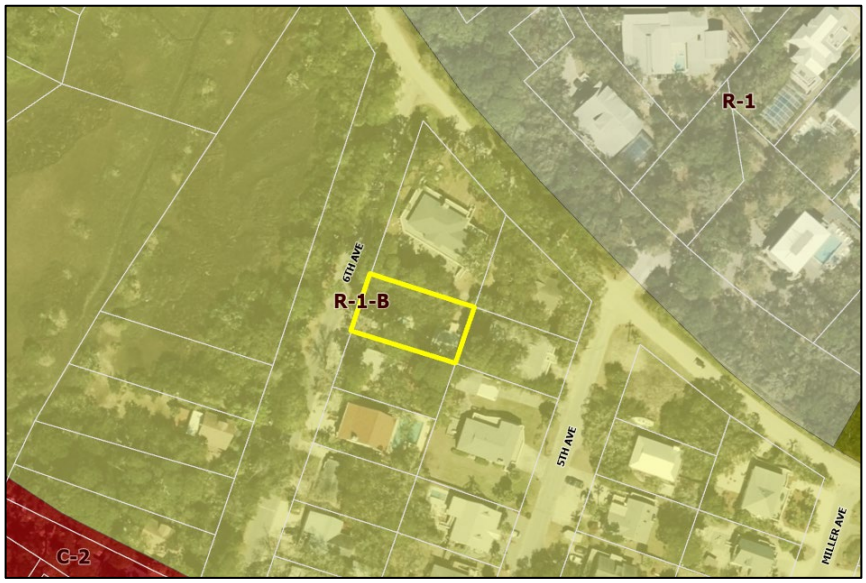
Picture 1: Front view of 6 6th Avenue

The principal structure was built in 1960 and sits on an approximately 6,600 square foot lot.

LAND DEVELOPMENT CODE (LDC) ANALYSIS.

The site falls into the R-1-B which is a single-family zoning district where land may be used, and buildings or structures may be erected or used for the purposes stated in the R-1 residence district regulations; the only distinguishing factor being one of density. The purpose of R-1-B districts is to provide a transition from R-1 to higher density development. This is intended to ensure adequate infrastructure capacity and mitigate adverse impacts associated with more intensive land uses.

Home occupations in the R-1-B and R-1 zoning districts can only be permitted after special review approval.



Map 2: Zoning

Home Occupation. The LDC defines a **home occupation** as occupation customarily carried on within a home for gain or support, involving the sale of only those articles, products or services produced on the premises, conducted entirely within a dwelling unit and conducted entirely by persons residing in that dwelling unit, using only that

equipment as is customarily found in a home and involving no display of articles or products. In the R-2 zoning district, home occupations are allowed only after Special Review approval.

In comparison, **home business office** means an office use that is conducted entirely within the dwelling which is carried on by the occupant thereof and no other individual, and which is clearly incidental and secondary to the use of the dwelling for residential dwelling purposes. A home business office is permitted by right in the R-2 zoning district.

The application is requesting approval for her healing arts studio, operating on a part-time basis. The applicant states she lives on a very quiet street of about eight homes, with plenty of off-street parking.

LDC Section 3-170. - Home occupations and home business offices regulates profit making activities in residential zoning districts. The use of a residential dwelling for a home occupation or home business office use shall be clearly incidental and subordinate to its use for residential purposes and shall under no circumstances change the residential character of the dwelling or premises. Home occupation, if permitted in a land use district, must comply with the requirements.

- Is carried on by a member(s) of the family residing in the dwelling unit only. One employee who is not part of the family is permitted;
- Is conducted entirely within the principal structure;
- Utilizes not more than 25 percent of the total floor area of the principal structure;
- Produces no alteration or change in the character or exterior or change in the principal structure from that of a dwelling;
- Involves no sale or offering for sale of any article not produced or assembled by members of the family, or any service not entirely performed by members of the family, residing on the premises;
- Creates no disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, traffic hazard, unhealthy or unsightly condition;
- There shall be no sign or external indication of the business.
- No more than four (4) clientele may be on the premises at any one time.

CONFORMITY WITH THE COMPREHENSIVE PLAN.
The proposed home occupation is located in the Fort Screven Historic District. The Fort Screven Historic District includes Officers Row and all of historic Ft. Screven, which represents significant historic, cultural and natural resources. The neighborhood is a unique area that includes many uses, including some new, larger scale development, traditional cottages, townhomes/condominiums, public uses such Jaycee Park, the Tybee Post Theater and the Community Center, historic sites, narrow streets, old growth street trees and public parking. The area is listed on the National Register of Historic Places as the Fort Screven Historic District.



Map 3: Character Area

The comprehensive plan strategies pertinent to this case include:

- Continue to preserve or restore historic structures whenever possible.
- Identify potential opportunities for adaptive reuse rather than new construction when feasible.

REVIEW CRITERIA

5-070 Standards for special review. The Planning Commission shall hear and make recommendation upon such uses in a district that are permitted after special review. The application to establish such use shall be approved by the mayor and council on a finding that:

- The proposed use will not be contrary to the purpose of this Land Development Code;
- The proposed use will not be contrary to the findings and recommendations of the master plan;
- The proposed use will not be detrimental to the use or development of adjacent properties or the general neighborhood or adversely affect the health and safety of residents and workers;
- The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement associated with the use, noise or fumes generated by or as a result of the use, or type of physical activity associated with the land use;
- The proposed use will not be affected adversely by the existing uses of adjacent properties;
- The proposed use will be placed on a lot which is of sufficient size to satisfy the space requirements of said use;
- The parking and all development standards set forth for each particular use for which a permit may be granted will be met.

The Planning Commission may suggest, and the mayor and council may impose or require such additional mitigation restrictions and standards such as increased setbacks, buffer strips, screening, and/or landscaping.

No permitting requirements of the LDC are waived, modified, or varied by the approval of this special review.

STAFF FINDING. Healing Arts Therapy, under which massage therapy falls, the solo operation, and the limited duration as indicated appear to provide minimal impact on the neighborhood. The services may be considered to have low impact commercial uses which are not addressed in the Comprehensive Plan for the Fort Screven Character Area. However, in the LDC the R-1-B zoning district operates with the same purpose as the R-1 district, which intends for the zoning district to remain single-family with some light family oriented services. Staff recommends approval for the home occupation with the conditions that the clientele is limited to no more than one client on premises at a time, all home occupation parking is on-site, and therapy operations are no more than 12 hours a week, provided all other requirements of **Section 3-170 Home occupations and home business offices** are met.

STAFF CONTACT

Patricia Sinel, AICP, CFM, CNU-A
Community Development Director
Patricia.Sinel@cityoftybee.gov
912-472-5031

ATTACHMENTS

A. Application
B. Narrative
C. Property Record Card

CITY OF TYBEE ISLAND
SPECIAL REVIEW APPLICATION

Fee $500

Address or location of subject property: 6 6th AVE

PIN# _____ Applicant's Name: Dana Danielson

Applicant's Mailing Address: _____

Phone/Email: [redacted]

Brief description of the land development activity and use of the land thereafter to take place on the property:
max 3-4 clients per week
Part-time 1:1 client practice, craniosacral therapy, massage, spiritual coach.

Property Owner's Name: Dana + Mick Danielson

Phone/Email: same

Owner's Mailing Address: same

Is Applicant the Property Owner? ✓ Yes ___ No

Current Zoning of Property: R-1B Current Use: ~~Residential~~ Residence

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

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

Dana Danielson — Signature of Applicant

7/7/26 — Date

Additional information may be required for each Special Review. Please contact staff for details.

Incomplete applications will not be processed. Only applications deemed complete by staff will be placed on upcoming agendas of the Planning Commission and the City Council.

CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

YES _____ NO X

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

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

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

Signature Dana Danielson

Printed Name Dana Danielson

Date 7/7/26

Dana Danielson

Dana Danielson Massage & Movement, LLC
DBA Soul Waves Studio
6 6th Ave, Tybee Island, GA
[redacted]

Letter of Intent for Home Business

July 8, 2026

City of Tybee Island Planning Commission
403 Butler Avenue
Tybee Island, GA 31328

Dear Planning Committee of Tybee,

My name is Dana Danielson. I am a full-time resident of Tybee Island as of the last 9 months. (Part-time for 5 years.) I am a native of Savannah. My husband and I have been delighted to make the transition to calling Tybee *home*!

As part of our Tybee life, I wish to contribute some of my talents, skills and gifts to the community.

One way I wish to do this is by offering (on a very part-time basis) my 1:1 Healing Arts Client Sessions in a home studio. This means I would see one person at a time. I would see, at most, 3-4 people per week. Most sessions are an hour to 90 minutes.

I am a licensed massage therapist and have been for about 20 years. I **offer massage, Craniosacral Therapy, and other similar** 1:1 wellness modalities such as spiritual guidance, art therapy, and movement / dance therapy.

I have had various business locations throughout Savannah over the last 20 years. Some bigger and shared with other therapists and some in just one room. I no longer have a business location in Savannah. In fact, I had an awful business venture amidst (and due to) the pandemic and this has all led toward the downsizing and simplifying of my practice.

I also teach group classes but these are now <u>only</u> offered throughout the community at other business locations (like at Tybee Arts Association, for example.)

Again, my intention is to offer the 1:1 sessions on an extremely part-time basis. I also work at North Beach Grill part-time. I do other odd jobs as well. So I have plenty of other work to keep me busy! *I just want to reiterate that I don't want or intend to have a full-time client practice here or anywhere.*

We live on a very quiet street with about 8 homes on our short avenue. We know most all our neighbors and get along well with them. I might add that our home is *very, very* tiny (so there isn't room for any class / group activity even if it were allowed.)

We have an ample driveway. There are no homes, only marsh, across the street from us. The 3 or 4 people / cars that may come and go within a week would not even be noticeable. A majority of these folks actually would be clients / friends whom I have known for many years. And obviously, my massage / client work is quiet so there would be no noise or commotion. I would have no signage of any kind.

All in all, things would never look or sound any different than a normal home with a few friends visiting within the week.

I want to BE the neighbor that I wish TO HAVE: Respectful, quiet and kind. Hence I will always aim to respect and honor my neighbors and neighborhood.

I hope this letter helps you all to understand my intentions for this home business. I hope it helps you to feel at ease in moving forward and trusting that there will be no impact at all, on our quiet neighborhood.

Please don't hesitate to ask any further questions. I'm happy to clear up any possible areas of concern.

Thanks so much for your time! I hope very much to be able to offer my healing practice to the community, in my quiet and unobtrusive way.

Sincerely yours,



Dana Danielson

Printable page

PARID: 40003 08006
DANIELSON JOHN MICHAEL 6 6TH AVE

Most Current Owner

Current Owner	Co-Owner	Care Of	Mailing Address
DANIELSON JOHN MICHAEL	DANIELSON DANA LYNN*		6 6TH AVE TYBEE ISLAND GA 31328

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
DANIELSON JOHN MICHAEL	DANIELSON DANA LYNN*	6 6TH AVE		TYBEE ISLAND	GA	31328

Parcel

Status	ACTIVE
Parcel ID	40003 08006
Category Code	RES - Residential
Bill #	2920098
Address	6 6TH AVE
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20270.00 - T270 TYBEE SCREVEN
Total Units	
Zoning	R-1-B
Class	R3 - Residential Lots
Appeal Status	

Legal Description

Legal Description	LOT 221 A WARD 1 TYBEE ISLAND SA VANNAH BEACH
Acres	.15
Deed Book	2243
Deed Page	0244

Permits

Permit #	Permit Date	Status	Type	Amount
210097	02/18/2021	Complete	PO - POOL	$500.00
170932-4	12/12/2017	Complete	WO - WOOD DECK	$1,600.00
170123-3	02/07/2017	Complete	RF - ROOF	$7,200.00
150221	02/23/2015	Complete	GM - GENERAL MAINT.	$3,500.00

Inspection

Inspection Date	Reviewer ID
09/18/2025	RKRYZAK
08/08/2023	RKRYZAK
08/05/2021	RKRYZAK
01/23/2018	LERINER
01/13/2016	KMMORENO

Sales

Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
02/12/2021	369,200	Q	LD	2243 - 0244	DALE FOUNTAIN HARRINGTON AKA JIMMIE DALE	DANIELSON JOHN MICHAEL
10/07/2020	0	U	ESTD	2092 - 0368	ESTATE OF SADIE HERRINGTON	HERRINGTON DALE FOUNTAIN, CAMPBELL

Land

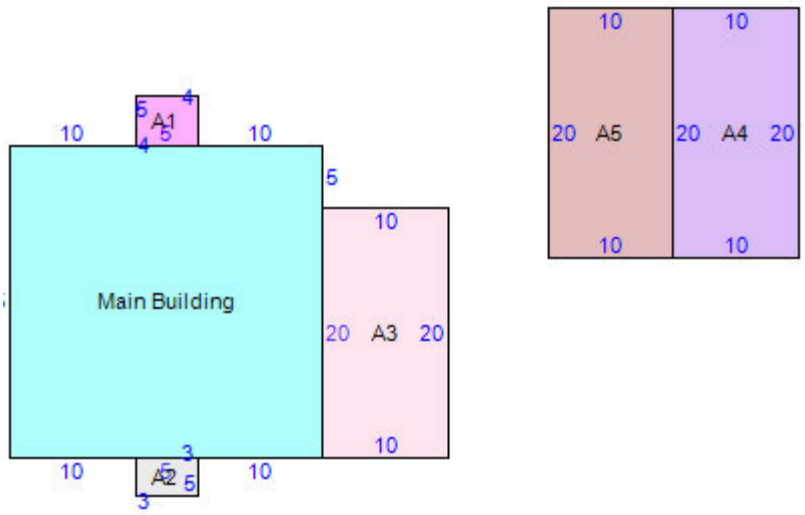
Line Number	1
Land Type	U - UNIT
Land Code	01 - SINGLE FAMILY RES
Square Feet	0
Acres	.15
Influence Factor 1	
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

Residential Building

Card #	1
Actual Year Built	1960
Effective Year Built	2000
Type	1 - Single Family Residence
Style/Stories	1 - ONE STORY
Percent Complete	100
Quality	250
Condition	GD - GOOD
Living Area	625
Basement Area	0
Finished Basement Area	No
Bedrooms	2
f Baths	1 / 0

Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2026	375,000	156,400	531,400	
2025	375,000	152,900	527,900	
2024	375,000	151,800	526,800	
2023	375,000	130,200	505,200	
2022	250,300	118,900	369,200	TRANSACTION
2021	125,400	101,300	226,700	
2020	125,400	83,200	208,600	
2019	125,400	83,200	208,600	
2018	125,400	82,500	207,900	
2017	125,400	83,000	208,400	



Item	Area
Main Building	625
A1 - 909:909-Enclosed Porch (SF), Solid	20
A2 - 902:902-Raised Slab Porch (SF)	15
A3 - 903:903-Wood Deck (SF)	200
A4 - 706:706-Detached Garage (SF)	200

A5 - 907:907-Enclosed Porch (SF), Scree	200



File Attachments for Item:

7. Variance: Front Yard Encroachment - 17 Shirley Road - R-2 - 40006 06008 - Gerald & Melanie Padilla

STAFF REPORT

CITY COUNCIL MEETING: September 10, 2026

REQUESTED ACTION: Approve a variance for encroachments into the required front yard setback.

LOCATION: 17 Shirley Road

PIN: 40006 060008

APPLICANT: Melanie Padilla

OWNERS: Gerald and Melanie Padilla

EXISTING USE: Single-Family Residence

PROPOSED USE: Single-Family Residence

ZONING: R-2 one- and two-family residential district

PERMITTED: Variance required for additional encroachments into front yard setback

COMMUNITY CHARACTER MAP: Beachfront Neighborhood

PROPOSAL: The applicant seeks a variance for encroachments into the front yard setback in order to increase indoor living space 190 square feet by enclosing in a screen porch and adding 98 square feet of open deck. The applicant states the reason for the variance is the entry door does not have enough clearance to open all the way and space is not large enough for assisted devices. The addition of a pervious paver walkway in the front will reduce the required greenspace in the setbacks by 0.5%.

PLANNING COMMISSION: At the August 17, 2026 regular meeting of the Planning Commission, the Commission voted 4-3 to recommend approval of the variance request.



Map 1: Location Aerial (2026)



Picture 1: Front side view of 17 Shirley Road



Picture 2: Side view (Butler side)

The structure at 17 Shirley Road was initially constructed in 1920 and sits on approximately 0.11 acres.

LAND DEVELOPMENT CODE (LDC) ANALYSIS.

The zoning district, the **R-2 one- and two-family residential district,** provides provide for affordable development of single-family and duplex style development. This district is intended for medium density residential neighborhoods which are quiet and livable. This district includes a mixture of one- and two-family homes with compatible educational, religious, and public institutions as well as limited home occupations.



Map 2: Zoning

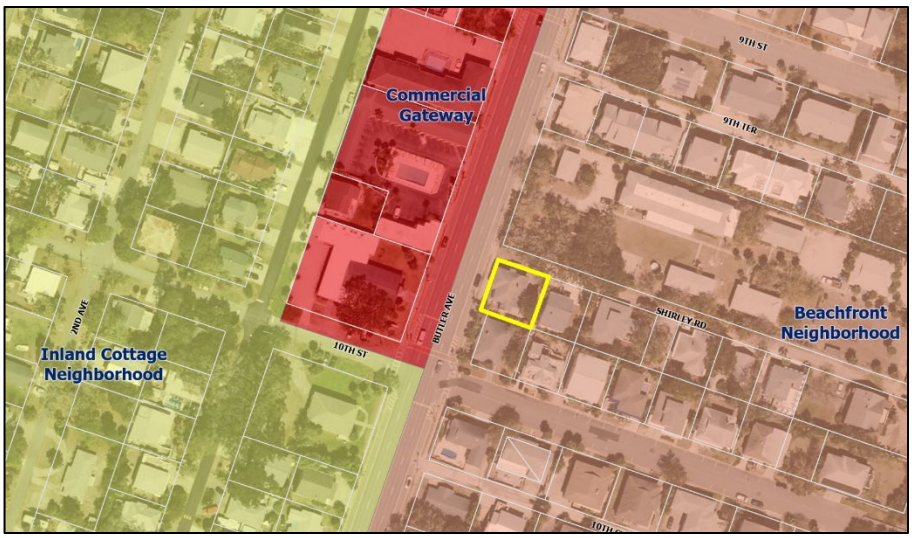
The Land Development Code (LDC) requires all residential zoning districts, including the R-2 district to have a minimum front yard setback of 20 feet, as measured from the front property line per **Sec. 3-090. Schedule of development regulation**, Table 3.5. Residential District Dimensional Requirements.

The following definitions from the LDC apply to this case:

- **Setback** means the minimum horizontal distance between the front, rear, or side lot lines and the existing or proposed edges of the structure. The term "required setback" means a line beyond which a building is not permitted to extend under the provisions set forth in this Land Development Code establishing minimum depth and width of yards.
- **Yard** means an open, unoccupied space, other than a court, on the same lot with a building, open and unobstructed from the ground to the sky.
- **Front yard** means a yard across the full width of the lot extending from the front line of the building to the front line of the lot.

TYBEE ISLAND 2021-2026 COMPREHENSIVE PLAN UPDATE ANALYSIS. This site falls into the **Beachfront Neighborhood** character area of the Comprehensive Plan.

The Strand/Beachfront Neighborhood is an historic character area that is exclusively residential and borders much of the eastern edge of the Island alongside the beach, and begins east of Butler Avenue. It is characterized by a series of wide streets interspersed with lanes and alleys, all leading toward the beach. Each is fronted by a mix of home types, including multifamily, single family and duplex, with on-street parking and older trees. Notably, there



Map 3: Character Area

is limited street connectivity within the area; to travel through, one must return to Butler or walk on the beach. Part of the Strand is designated the Strand Cottages Historic District by the National Register of Historic Places for its key role in the development of late 19th-century coastal resort planning.

It is important to note the following strategies as they pertain to the **Beachfront Neighborhood** area, and this request:

- Historic structures should be preserved whenever possible
- The unique features inherent to the Strand Cottages historic district should be preserved

NON-CONFORMING ANALYSIS

Non-conforming structure. The existing structure has roughly one third of its footprint located in required setbacks however, this structure was built in 1920, over 50 years prior to the initial adoption on the Land Development Code. The existing structure is non-conforming as the front of the house, including conditioned, covered, open, and stair areas are in the front yard and side yard setbacks. Enclosing the screened-in porch (red) and adding an open deck (purple) to the front of the residence would increase the non-conformity.

The lot is currently 34% greenspace in the setbacks when the minimum required greenspace in setbacks is 65%. The addition of a pervious paver walkway will reduce the greenspace to 33.5%.

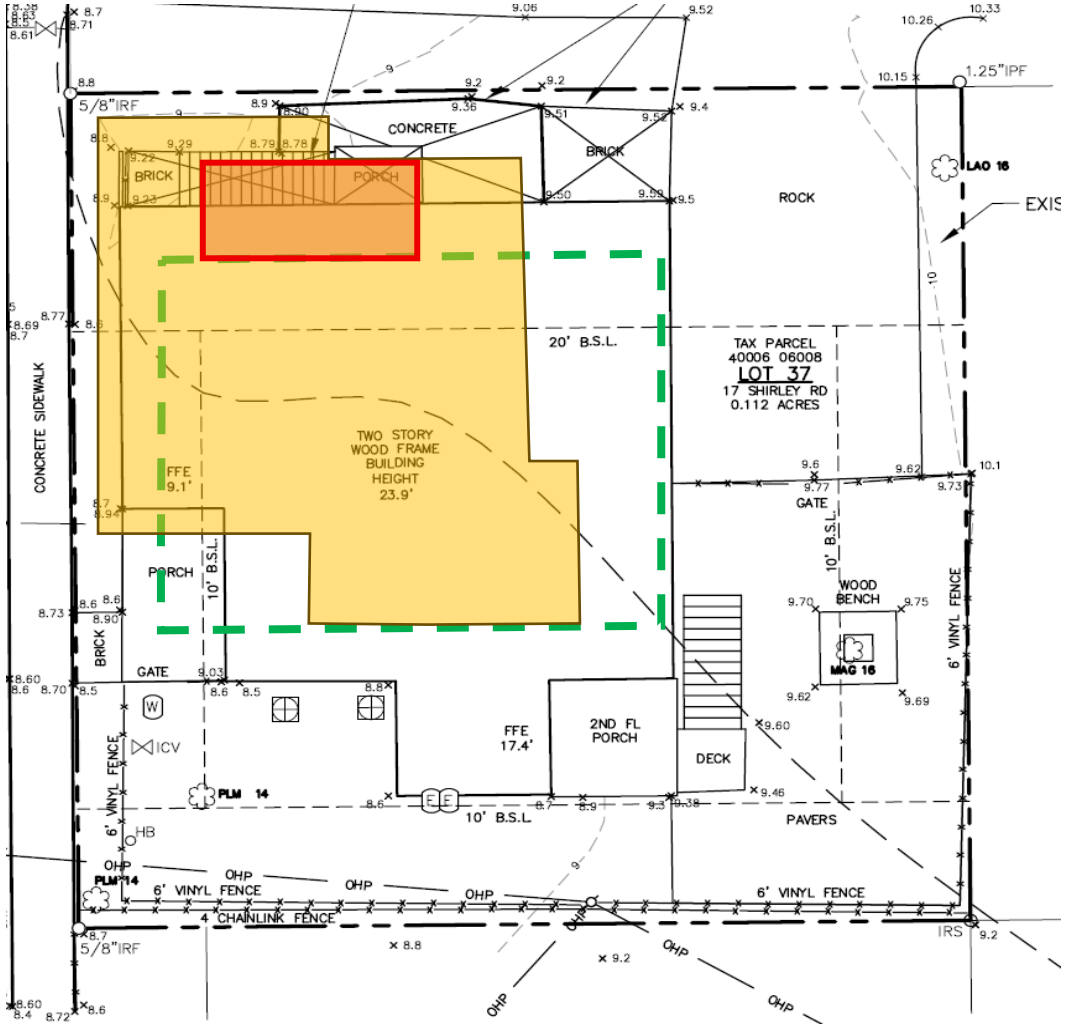


Figure 1: Survey of existing conditions depicting structure's (orange) location on lot outside of the building envelope (green). The screened-in porch is shown in red.

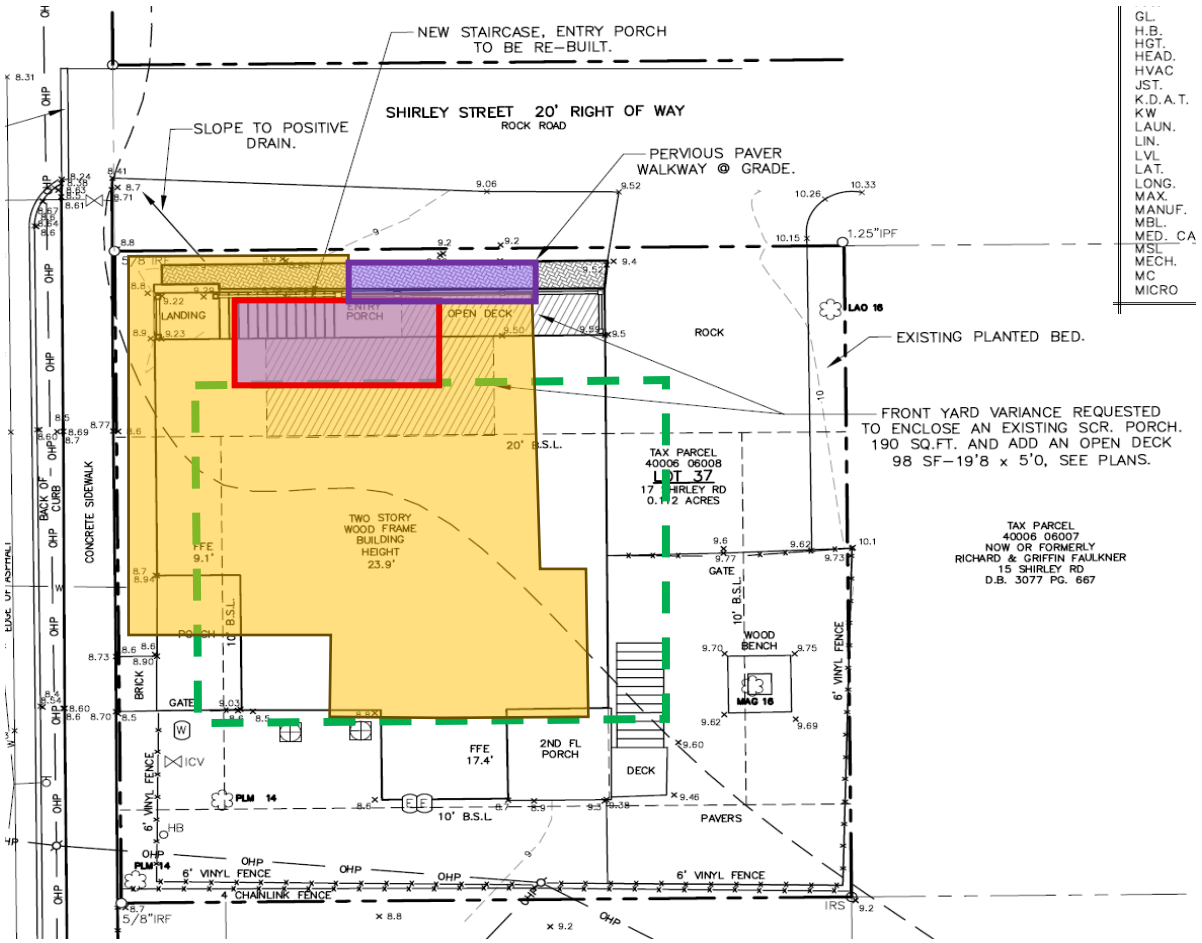


Figure 2: ***Proposed site plan*** *depicting structure's (orange) location on lot outside of the building envelope (green) and additional proposed encroachments of enclosed porch and open deck (purple).*

With regard to the expansion of non-conforming structures, S**ec. 3-020. - Continuance of nonconforming uses/structures** provides the guidance on the expansion only when further encroachments are not created**.**

> **(B**) Nonconforming structure. Any structure existing at the time of the enactment of the ordinance, March 24, 1971, from which this Land Development Code is derived or an amendment to this Land Development Code, although that does not conform to the provisions hereof, may be continued as a nonconforming structure and structural repairs may be made to any such nonconforming structure, provided however, no such nonconforming structure shall in any way be expanded or extended and all work meets all applicable building, state, and federal, regulations including those set forth by FEMA. Any nonconforming structure or use which is damaged by fire, flood, hurricane, explosion, earthquake, war, riot, or any act of God, may be restored, reconstructed and continued as the same nonconforming structure as existed before such damage, provided however, that a building permit to initiate restoration must be obtained within six months of the occurrence of damage, and if no such permit is obtained then only a conforming structure will be allowed upon the property. Provided further, however, that the mayor and council may grant an extension of this six-month period in their discretion.
>
> (1) A nonconforming residentially used structure which is only nonconforming as a result of a setback encroachment on some portion of the property, may be expanded and enlarged beyond its ground footprint without a variance as long as no further encroachments into any setbacks are to be created and so long as all other provisions of the ordinances are complied

with, such as all applicable building, state and federal regulations including those set forth by FEMA and all green space requirements are met.

VARIANCE CRITERIA

Per **Section 5-090-Variances**, the mayor and council may grant a variance from the strict application of the provisions in this Land Development Code only if physical circumstance, condition, or consideration exists:

- There are unique physical circumstances or conditions or considerations beyond that of surrounding properties, including a substandard lot of record that existed prior to March 24, 1971; irregularity; narrowness; or shallowness of the lot shape; or exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or to safety, or to historical significance, that is peculiar to the particular property; and
- Because of such physical circumstances or conditions or considerations, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
- A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

Hardship is defined in the LDC as the circumstances where special conditions, which were not self-created or created by a prior owner, affect a particular property and make strict conformity with the restrictions governing dimensional standards (such as lot area, lot width, setbacks, yard requirements, or building height) unnecessarily burdensome or unreasonable in light of the purpose of this Code. Unnecessary hardship is present only where, in the absence of a variance, no feasible use can be made of the property.

No permitting or development requirements of the LDC are further waived, modified, or varied by the approval of this variance.

STAFF FINDING. The variance request does not meet the hardship definition or constitutes unique physical circumstances, conditions, and/or considerations beyond that of surrounding properties, as known to staff. Meeting accessibility requirements may be a consideration for a hardship.

STAFF CONTACT

Patricia Sinel, AICP, CFM, CNU-A
Community Development Director
Patricia.Sinel@cityoftybee.gov
912-472-5031

ATTACHMENTS

A. Application
B. Property Record Card
C. Survey
D. Plans

FEES
Residential: $250
Non-Residential/Commercial: $750

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

Address or location of subject property: 17 SHIRLEY ROAD

PIN# 4-0026-06-008 Applicant's Name: MELANIE PADILLA

Applicant's Mailing Address: 17 SHIRLEY ROAD, TYBEE ISLAND, GA. 31328

Phone/Email: [redacted]

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

REMODELING FOR RESIDENTIAL USE

Property Owner's Name: GERALD & MELANIE PADILLA

Phone/Email: 912-547-9651 / mpadilla0224@gmail.com

Owner's Mailing Address: 17 SHIRLEY ROAD, TYBEE ISLAND, GA. 31328

Is Applicant the Property Owner? ✓ Yes ___ No

Current Zoning of Property: R-2 Current Use: RESIDENTIAL

Existing use of Property: RESIDENTIAL

Proposed use of Property: RESIDENTIAL

Has the property been denied a variance in the past 12 months? If so, please provide brief details:

NO

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

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

Melanie B Padilla
Signature of Applicant

07/26/24
Date

Incomplete applications will not be processed. Only applications deemed complete by staff will be placed on upcoming agendas of the Planning Commission and the City Council.

Application Checklist

NOTE: This application may require any and all of the following information, if applicable, and when requested by staff:

_____8 copies, no smaller than 11 x 17, of the proposed site plan depicting the location of lot restrictions, the proposed area for variance relief, and any necessary architectural renderings.

_____8 copies, no smaller than 11 x 17, of a valid survey or filed plat of the property, signed and sealed by a State of Georgia certified land surveyor.

_____Disclosure of Campaign Contributions.

_____Letter of Authorization (if applicable) granting the Applicant permission to conduct such request and land development on behalf of the property owner.

_____Electronic versions of application and/or supporting documents.

_____Other

Variance Questionnaire

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

NO

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

ADDITIONAL INDOOR LIVING SPACE, 190 SQ FT. EXPANDING LIVING ROOM. RECONSTRUCTING FRONT ENTRY & ADDING 98 SQ FT. OF OPEN DECK.

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

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

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

THE ENTRY DOOR DOES NOT HAVE ENOUGH CLEARANCE TO OPEN ALL THE WAY, WHICH IS A SAFETY HAZARD BECAUSE YOU HAVE TO STEP BACKWARDS ONTO THE STAIRCASE IN ORDER TO ENTER THE RESIDENCE.

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

- RESIDENT IS PRIMARY CAREGIVER TO HER 82 YEAR OLD MOTHER AND THE SPACE IS NOT LARGE ENOUGH FOR A WALKER/WHEELCHAIR. ALSO SPACE IS NEEDED IF AN ELEVATOR IS ADDED TO THE RESIDENCE IN THE FUTURE.

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

N/A

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

N/A

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

TRUE

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

TRUE

G. If in a marsh buffer, have all points of Sec. 3-090.1 been considered.

N/A

CERTIFICATION AND AUTHORIZATION

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

Signature of Applicant Adam Blalock Date 07/26/23

STAFF USE ONLY

Date received: _____ Received by _____

Fee Amount $ _____ *Check Number* _____ *Date* _____

PUBLIC HEARING DATES:

Planning Commission _____ City Council _____

DECISION: (Circle One) Approved Denied

Approved with Conditions: _____

Printable page

PARID: 40006 06008
PADILLA GERALD PAUL & MELANIE BRITT 17 SHIRLEY RD

Most Current Owner

Current Owner	Co-Owner	Care Of	Mailing Address
PADILLA GERALD PAUL & MELANIE BRITT			214 MAGNOLIA PL STATESBORO GA 30461

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
PADILLA GERALD PAUL & MELANIE BRITT		214 MAGNOLIA PL		STATESBORO	GA	30461

Parcel

Status	ACTIVE
Parcel ID	40006 06008
Category Code	RES - Residential
Bill #	2933812
Address	17 SHIRLEY RD
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20213.00 - T213 TYBEE BTL BEACH
Total Units	
Zoning	R-2
Class	R3 - Residential Lots
Appeal Status	

Legal Description

Legal Description	LOT 37 RESUB OF LOT 59, 60 WARD 3 TYBEE & STRIP ADJACENT TO T HE WEST
Acres	.11
Deed Book	3702
Deed Page	0122

Permits

Permit #	Permit Date	Status	Type	Amount
P2025-0236	05/08/2025	Complete	RN - RENOVATIONS	$1,100.00
190160	03/13/2019	Complete	RN - RENOVATIONS	$22,000.00
[illegible]8	05/12/2014	Complete	RF - ROOF	$3,700.00

09-0073-7	02/20/2009	Complete	RN - RENOVATIONS	$5,000.00
070139-1	03/27/2007	Complete	RF - ROOF	$4,000.00

Inspection

Inspection Date	Reviewer ID
10/21/2025	RKRYZAK
12/12/2023	RKRYZAK
04/14/2023	RKRYZAK
01/30/2020	RKRYZAK
03/08/2017	MWTHOMAS

Sales

Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
06/23/2025	750,000	Q	LD	3702 - 0122	HIX FLORENCE M.	PADILLA GERALD PAUL & MELANIE BRITT
03/01/2023	995,000	Q	LD	3036 - 0604	WALLER MARK E.	HIX FLORENCE M.
09/11/2002	360,000	Q	WD	240J - 0668	MARSTON NANCY H	WALLER MARK
05/11/1998	190,000	Q	WD	193J - 0583	akins barbara h	MARSTON NANCY H

Land

Line Number	1
Land Type	U - UNIT
Land Code	01 - SINGLE FAMILY RES
Square Feet	4,792
Acres	.11
Influence Factor 1	-15
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

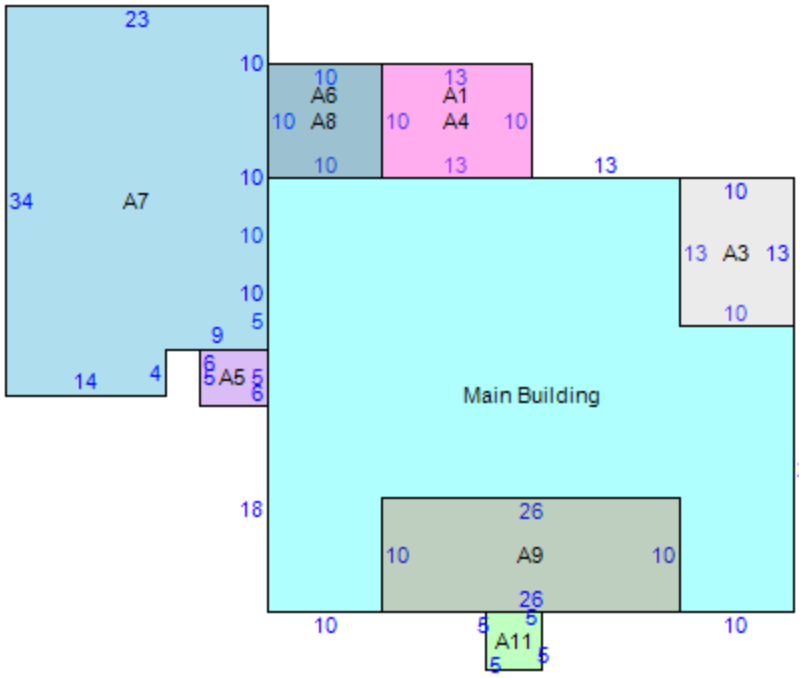
Residential Building

Card #	1
Actual Year Built	1920
Effective Year Built	2000
Type	1 - Single Family Residence
Style/Stories	2 - TWO STORY
Percent Complete	100
Quality	400
Condition	GD - GOOD
Living Area	3,106
Basement Area	0
Finished Basement Area	No

Bedrooms	4
Full / Half Baths	5 /

Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2026	318,800	777,100	1,095,900	
2025	318,800	754,300	1,073,100	
2024	297,200	697,800	995,000	TRANSACTION
2023	318,800	387,300	706,100	
2022	318,800	315,600	634,400	
2021	176,800	311,600	488,400	
2020	163,200	333,000	496,200	
2019	163,200	333,000	496,200	
2018	163,200	326,000	489,200	
2017	163,200	318,100	481,300	



Item	Area
Main Building	1358
A1 - 100:100- LIVING SPACE	130
A11 - 906:906-Wood Deck (SF) with Roof	25
A3 - 904:904-Slab Porch (SF) with Roof	130

A4 - 901:901-Open Slab Porch (SF)	130
A5 - 901:901-Open Slab Porch (SF)	30
A6 - 901:901-Open Slab Porch (SF)	100
A7 - 901:901-Open Slab Porch (SF)	746
A8 - 903:903-Wood Deck (SF)	100
A9 - 100/907:100- LIVING SPACE/907-Enclosed Porch (SF), Scree	260

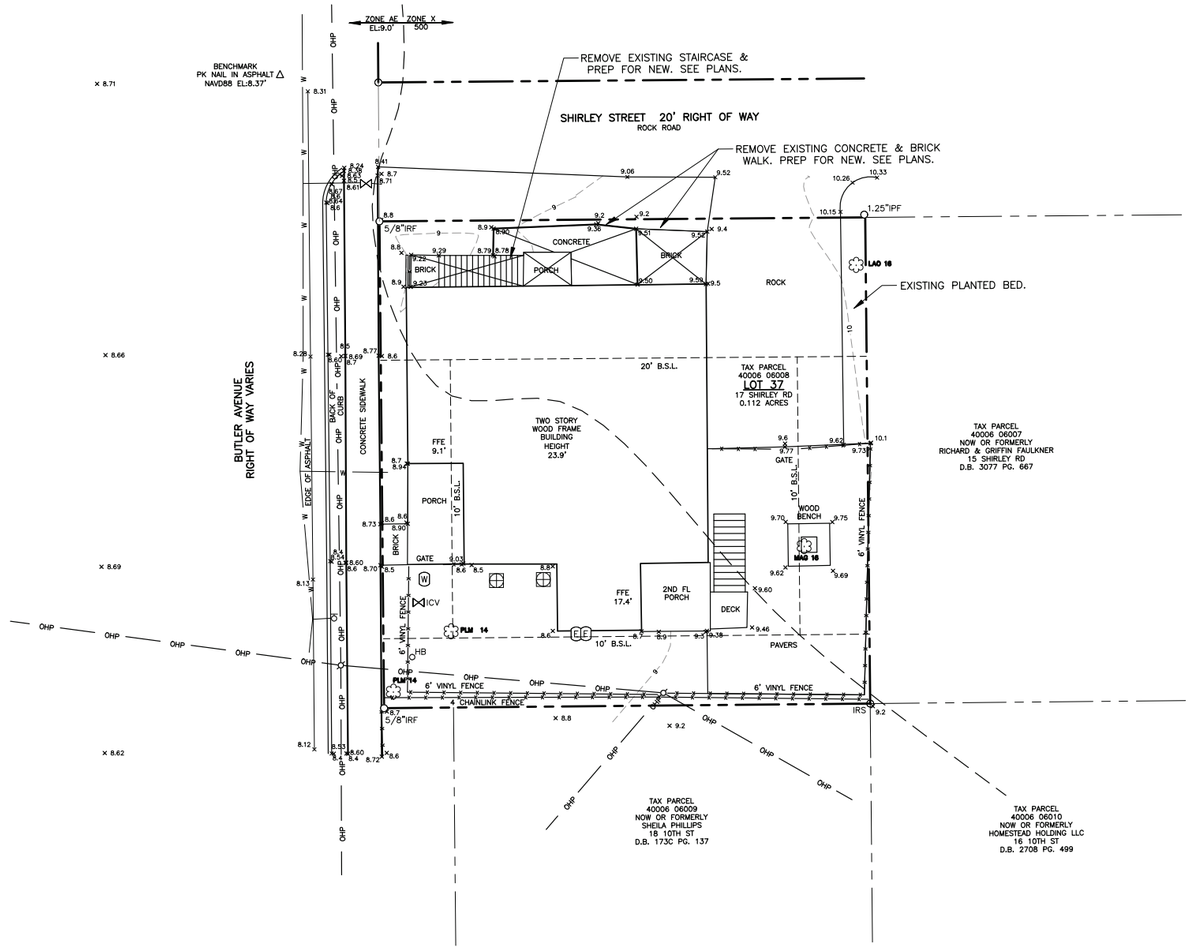


SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM. THE CONTOUR INTERVAL IS 1 FOOT.
2. COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
3. ACCORDING TO THE FLOOD INSURANCE RATE MAP 13051C0213G, REVISED 8/16/2018, A PORTION OF THIS PROPERTY LIES IN ZONE AE, A 100 YEAR FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION 9.0'.
4. ONLY ABOVEGROUND, READILY VISIBLE STRUCTURES WERE LOCATED FOR THIS SURVEY. THIS SURVEYOR MAKES NO WARRANTY OR GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NONEXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
5. UNDERGROUND UTILITIES WERE MARKED LOCATED BY OTHERS.
6. IT SHALL BE THE RESPONSIBILITY OF THE USER OF THIS DRAWING TO VERIFY ANY AND ALL BUILDING SETBACKS, EASEMENTS AND BUFFERS WITH THE PROPER AUTHORITIES BEFORE BEGINNING THE DESIGN OR CONSTRUCTION OF IMPROVEMENTS TO THE SITE. THIS SURVEYOR AND THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE DESIGN, PLACEMENT, STAKING, POSITIONING OR LAYOUT OF ANY PROPOSED STRUCTURE OR IMPROVEMENT TO THE SITE.
7. THE PUBLIC RECORDS REFERENCED WERE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
8. NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
9. NO ARBORIST REPORT WAS PROVIDED TO THE SURVEYOR FOR THIS SURVEY. BREWER LAND SURVEYING MAKES NO WARRANTY OR GUARANTEE AS TO THE SPECIES OF TREES SHOWN. SPECIES SHOWN ARE FOR REFERENCE PURPOSES ONLY. BREWER LAND SURVEYING RECOMMENDS THAT THE CLIENT OR CONTRACTOR SHOULD CONSULT WITH A LICENSED ARBORIST TO VERIFY TREE SPECIES BEFORE MODIFICATION OR REMOVAL.

LEGEND

○IRF	IRON ROD FOUND
○IPF	IRON PIPE FOUND
○IRS	5/8" IRON ROD SET
(E)	ELECTRIC METER
	HVAC EQUIPMENT
ICV	IRRIGATION CONTROL VALVE
	POWER POLE
×1.0	SPOT ELEVATION
○HB	WATER HOSE BIBB
(W)	WATER METER
OHP	WATER VALVE
W	OVER HEAD UTILITY LINE
	UNDERGROUND WATER LINE
	CONTOUR
	APPROXIMATE FEMA FLOOD LINE



0 10 20 30

GRAPHIC SCALE 1" = 10'

GA. STATE PLANE EAST ZONE

GRID NORTH (NAD83)

EXISTING SETBACK CALCULATIONS:

TOTAL LOT AREA	4901
BUILDABLE AREA	2001
SETBACK AREA	2900
IMPERVIOUS AREA IN SETBACK	682
EXISTING HOUSE IN SETBACK	747
GRAVEL AREA IN SETBACK	471
PERVIOUS AREA IN SETBACK	1000 = 34%

TREE LEGEND

PLEASE SEE NOTE #8

SIZE OF SYMBOL DOES NOT INDICATE THE SIZE OF THE DRIP LINE/CANOPY LINE

LOCATION OF TREE — LO 22 — TREE SIZE (IN INCHES) — TREE TYPE

TREE TYPE ABBREVIATIONS:

MAG MAGNOLIA
PLM PALM

DEAD TREES MAY NOT SHOWN

ALL OTHERS SPELLED OUT
MULTIPLE TREE SIZES INDICATES COMMON BASE

"/D" INDICATES DISEASED TREE

EXISTING SITE PLAN

REFERENCES

1. H.M.B. 2 PG. 236B
2. H.M.B. C PG. 61
3. H.M.B. T PG. 7
4. D.B. 3036 PG. 604
5. D.B. 3702 PG. 122

EQUIPMENT USED: TOTAL STATION
ANGULAR ERROR = 2" PER
ADJUSTED BY: COMPASS RULE
PLAT CLOSURE = 1/182,867
FIELD CLOSURE = 1/30,390

BREWER
LANDSURVEYING
P.O. BOX 441
Pooler, GA 31322
Info@brewersurvey.com
Phone (912) 856-2305
www.brewersurvey.com
LSF #1095

A TREE & TOPOGRAPHIC SURVEY OF
LOT 37, WARD 3
CITY OF TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

PREPARED FOR:
GERALD JP PADILLA

PROJECT #:	260330
FIELD DATE:	5/11/2026
PLAT DATE:	5/26/2026
LAST REVISED:	N/A
DRAWN BY:	CAL
SCALE:	1" = 10'
SHEET:	1

Item #7.

SURVEYOR'S NOTES

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LEGEND

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○IPF	IRON PIPE FOUND
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	WATER VALVE
OHP	OVER HEAD UTILITY LINE
W	UNDERGROUND WATER LINE
	CONTOUR
	APPROXIMATE FEMA FLOOD LINE

TREE LEGEND

PLEASE SEE NOTE #8

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LOCATION OF TREE — LO 22 — TREE SIZE (IN INCHES) / TREE TYPE

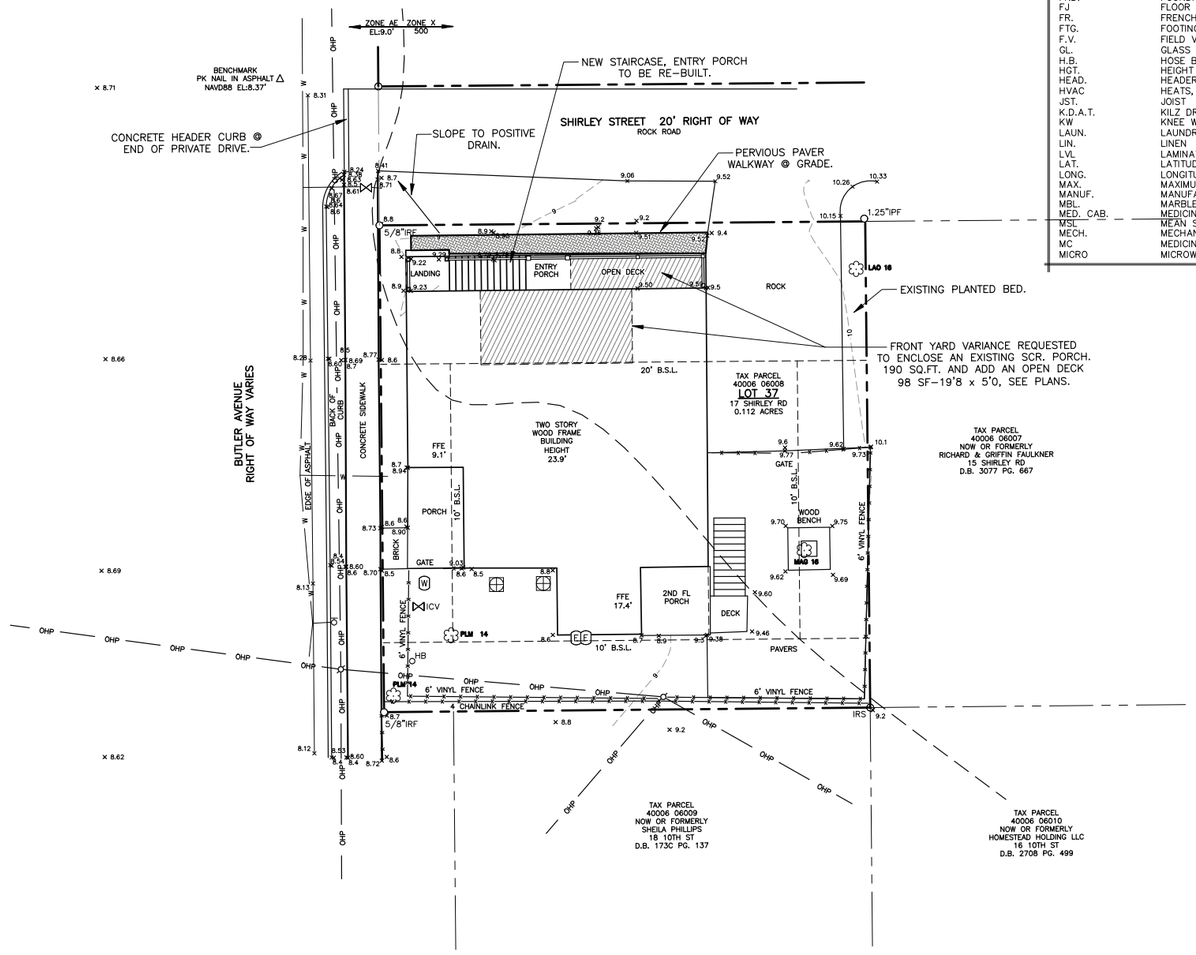
TREE TYPE ABBREVIATIONS:

MAG MAGNOLIA
PLM PALM

DEAD TREES MAY NOT SHOWN

ALL OTHERS SPELLED OUT
MULTIPLE TREE SIZES INDICATES COMMON BASE

"/D" INDICATES DISEASED TREE



ABBREVIATIONS

ABV.	ABOVE	MIN.	MINIMUM
A/C	AIR CONDITIONING	MIR.	MIRROR
A.F.F.	ABOVE FINISHED FLOOR	N.T.S.	NOT TO SCALE
AMSL	ABOVE MEAN SEA LEVEL	OC.	ON CENTER
B.C.	BASE CABINET	O.H.	OVERHANG
BRG.	BEARING	OV.	OVENS
BTWN.	BETWEEN	PAN. or PANT.	PANTRY
BM.	BEAM	P.C.	PULL CORD
CAB.	CABINET	PK.	POCKET
CAR.	CARPET	PL.	PLATE
CATH.	CATHEDRAL	PLWD.	PLYWOOD
CJ	CEILING JOIST	PSF	POUNDS PER SQUARE FOR
CLG.	CEILING	P.T.	PRESSURE TREATED
CLO.	CLOSET	R/A	RETURN AIR
CMU	CONCRETE MASONRY UNIT	R&S	ROD AND SHELF
C.O.	CASED OPENING	REF. or REFG.	REFRIGERATOR
CONC.	CONCRETE	REINF.	REINFORCING
CT.	CERAMIC TILE	RM.	ROOM
CTR.	COUNTER	R.O.	ROUGH OPENING
D	DRYER	REQ'D.	REQUIRED
DBL.	DOUBLE	RM.	ROOM
DJ	DOUBLE JOIST	S. or SLP.	SLOPE
DN.	DOWN	SF	SQUARE FEET
DW	DISHWASHER	SH.	SHELF
EA.	EACH	SHLVS.	SHELVES / SHELVING
EXT.	EXTERIOR	SHT.	SHEET
EXIST.	EXISTING	SHW. or SHOW.	SHOWER
EW	EACH WAY	S.L.	SIDE LITE
FND.	FOUNDATION	SPECS.	SPECIFICATIONS
FJ	FLOOR JOIST	SYP.	SOUTHERN YELLOW PINE
FR.	FRENCH	SQ.	SQUARE
FTG.	FOOTING	T	TILE
F.V.	FIELD VERIFY	T&G	TONGUE & GROOVE
GL.	GLASS	TRANS.	TRANSOM
H.B.	HOSE BIBB	TPD	TOILET PAPER DISPENSER
HGT.	HEIGHT	TB	TOWEL BAR
HEAD.	HEADER	T.P.	TOP PLATE
HVAC	HEATS, VENTILATION & A/C UNIT	TR	TOWEL RING
JST.	JOIST	TYP.	TYPICAL
K.D.A.T.	KILZ DRIED AFTER TREATMENT	U.N.O.	UNLESS NOTED OTHERWISE
KW	KNEE WALL	V	VINYL
LAUN.	LAUNDRY	VERT.	VERTICAL
LIN.	LINEN	W	WASHER
LVL	LAMINATED VENEER LUMBER	W/	WITH
LAT.	LATITUDE	W.C.	WATER CLOSET (TOILET)
LONG.	LONGITUDE		OR WALL CABINET
MAX.	MAXIMUM	WD.	WOOD
MANUF.	MANUFACTURER	W.I.C.	WALK IN CLOSET
MBL.	MARBLE	W.H.	WATER HEATER
MED. CAB.	MEDICINE CABINET	WWM	WELDED WIRE MESH
MSL	MEAN SEA LEVEL	WWF	WELDED WIRE FABRIC
MECH.	MECHANICAL	YP	YELLOW PINE
MC	MEDICINE CABINET		
MICRO	MICROWAVE OVEN		

0 10 20 30
GRAPHIC SCALE 1" = 10'



PROPOSED SETBACK CALCULATIONS:

TOTAL LOT AREA	4901
BUILDABLE AREA	2001
SETBACK AREA	2900
IMPERVIOUS AREA IN SETBACK	692
PROPOSED HOUSE IN SETBACK	764
GRAVEL AREA IN SETBACK	471
PERVIOUS AREA IN SETBACK	973 = 33.5%

PROPOSED SITE PLAN

REFERENCES

1. H.M.B. 2 PG. 236B
2. H.M.B. C PG. 61
3. H.M.B. T PG. 7
4. D.B. 3036 PG. 604
5. D.B. 3702 PG. 122

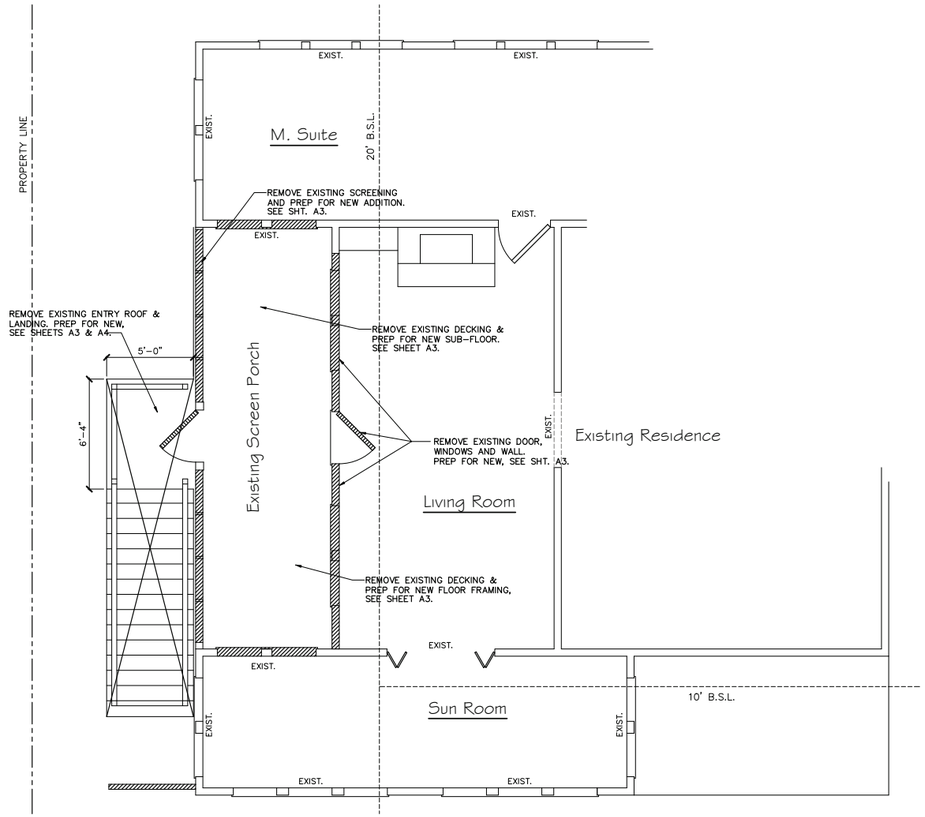
EQUIPMENT USED: TOTAL STATION
ANGULAR ERROR = 2" PER
ADJUSTED BY: COMPASS RULE
PLAT CLOSURE = 1/182,867
FIELD CLOSURE = 1/30,390

BREWER LANDSURVEYING
P.O. BOX 441
Pooler, GA 31322
Info@brewersurvey.com
Phone (912) 856-2305
www.brewersurvey.com
LSF #1095

A TREE & TOPOGRAPHIC SURVEY OF
LOT 37, WARD 3
CITY OF TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

PREPARED FOR:
GERALD JP PADILLA

PROJECT #:	260330
FIELD DATE:	5/11/2026
PLAT DATE:	5/26/2026
LAST REVISED:	N/A
DRAWN BY:	CAL
SCALE:	
SHEET:	2

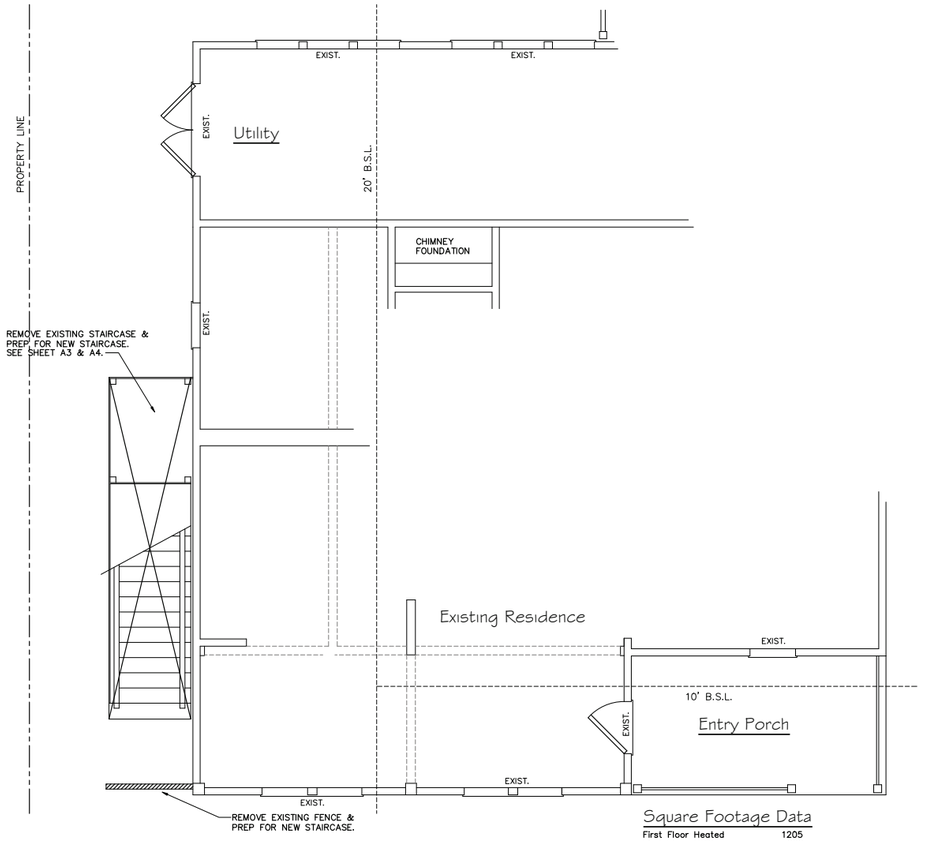


Existing Second Floor and Demolition Plan

SCALE: 1/4"=1'-0"

Square Footage Data

Second Floor Heated	1528
Second Floor Scr. Porch	190
Second Floor Rear Porch	94 (NOT SHOWN)
Second Floor Cov. Entry Porch	32
Second Floor Total Area	1812



Existing First Floor and Demolition Plan

SCALE: 1/4"=1'-0"

NOTE: SEE SHT. S1 FOR FOUNDATION DEMOLITION NOTES.

Square Footage Data

First Floor Heated	1205
First Floor Utility	606
First Floor Entry Porch	116
First Floor Total Area	1928

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A Renovation for
JP and MELANIE PADILLA
17 SHIRLEY ROAD
CHATHAM COUNTY
Tybee Island, Georgia

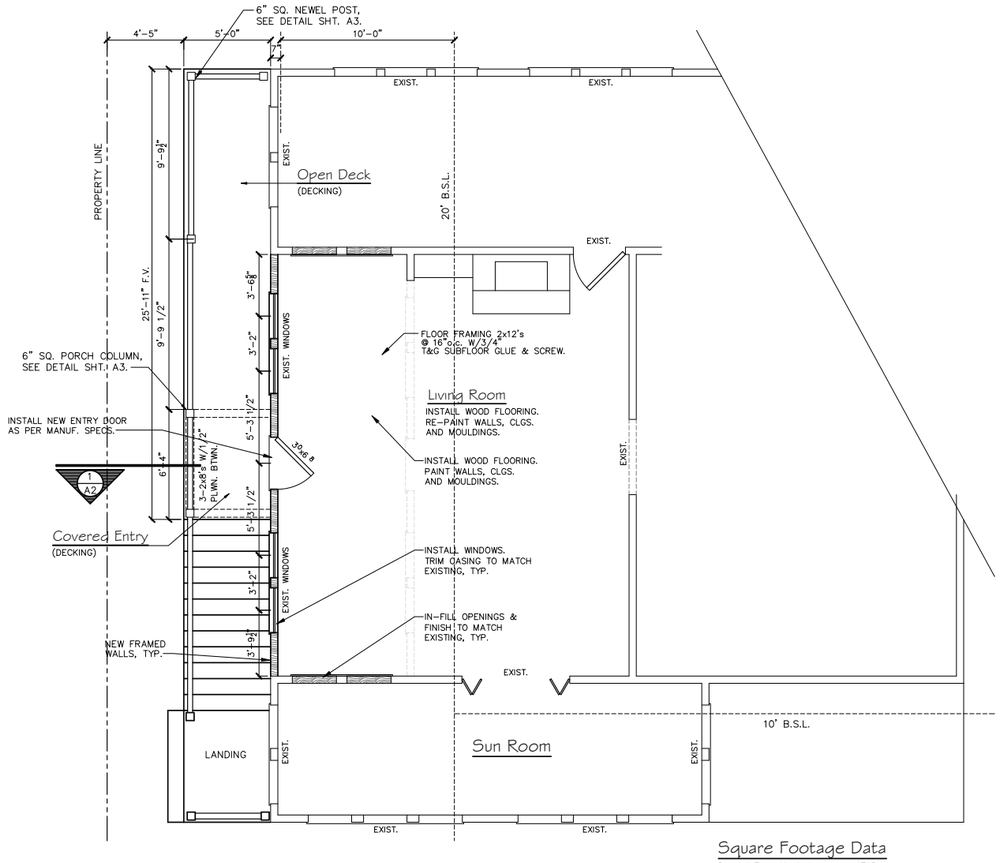
Existing and Demolition Floor Plans

DRAWN: JULY 2026 | SCALE: AS SHOWN | CONTR. NO. 26-03

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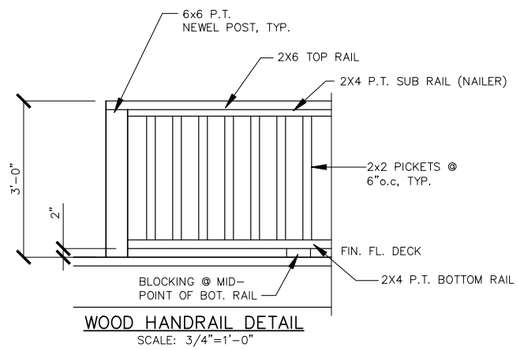


Second Floor Plan

SCALE: 1/4"=1'-0"

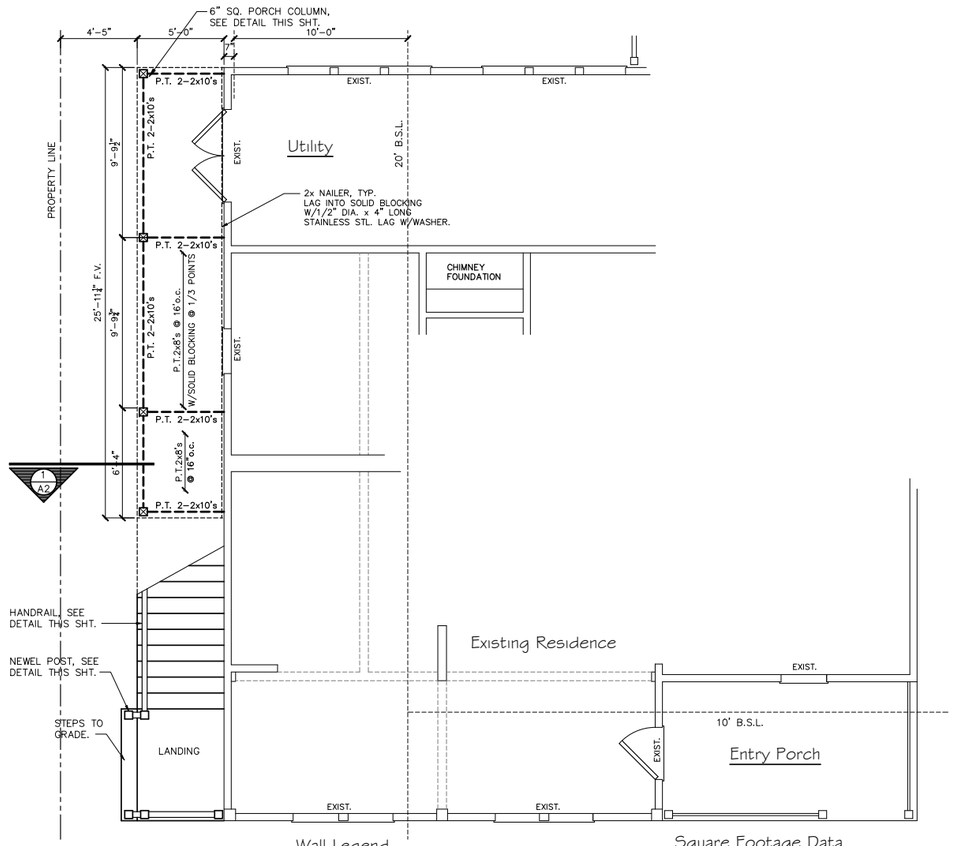
Square Footage Data

Second Floor Heated	1718
Second Floor Rear Porch	94
Second Floor Entry Porch	32
Second Floor Open Deck	98
Second Floor Total Area	1943



WOOD HANDRAIL DETAIL

SCALE: 3/4"=1'-0"



First Floor Plan

SCALE: 1/4"=1'-0"

Wall Legend

EXISTING FRAMED WALLS

NEW FRAMED WALLS

Square Footage Data

First Floor Heated	1205
First Floor Utility	606
First Floor Entry Porch	116
First Floor Total Area	1928

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NO.	DATE	REVISION

A Renovation for

JP and MELANIE PADILLA

17 SHIRLEY ROAD

CHATHAM COUNTY

Tybee Island, Georgia

Floor Plans and Details

CONTR. NO. 26-03

SCALE: AS SHOWN

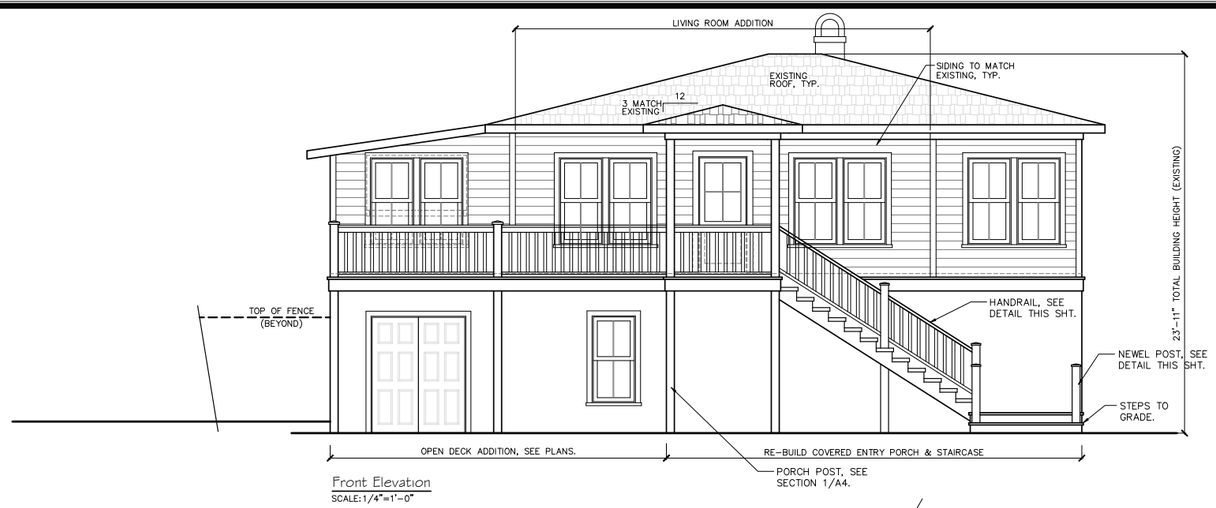
DRAWN

DATE: July 2026

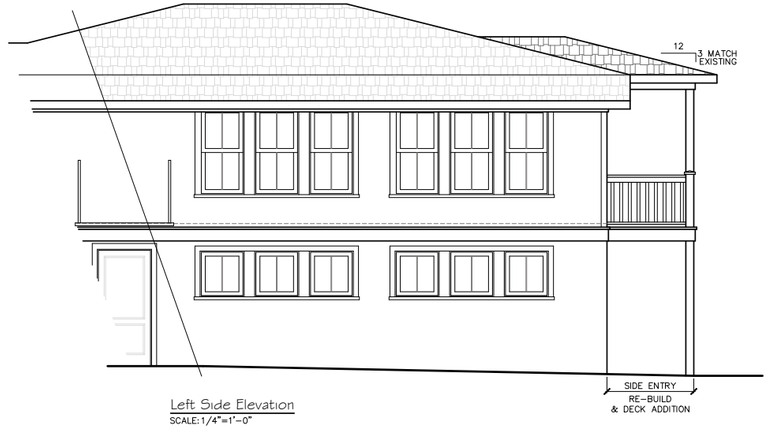
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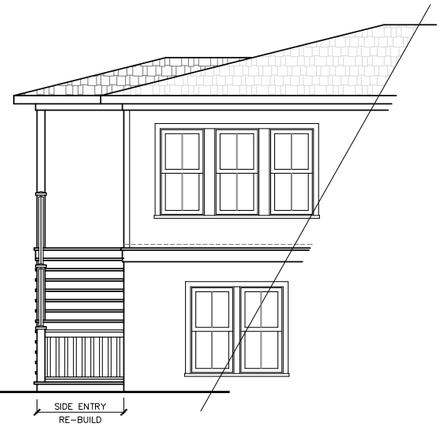
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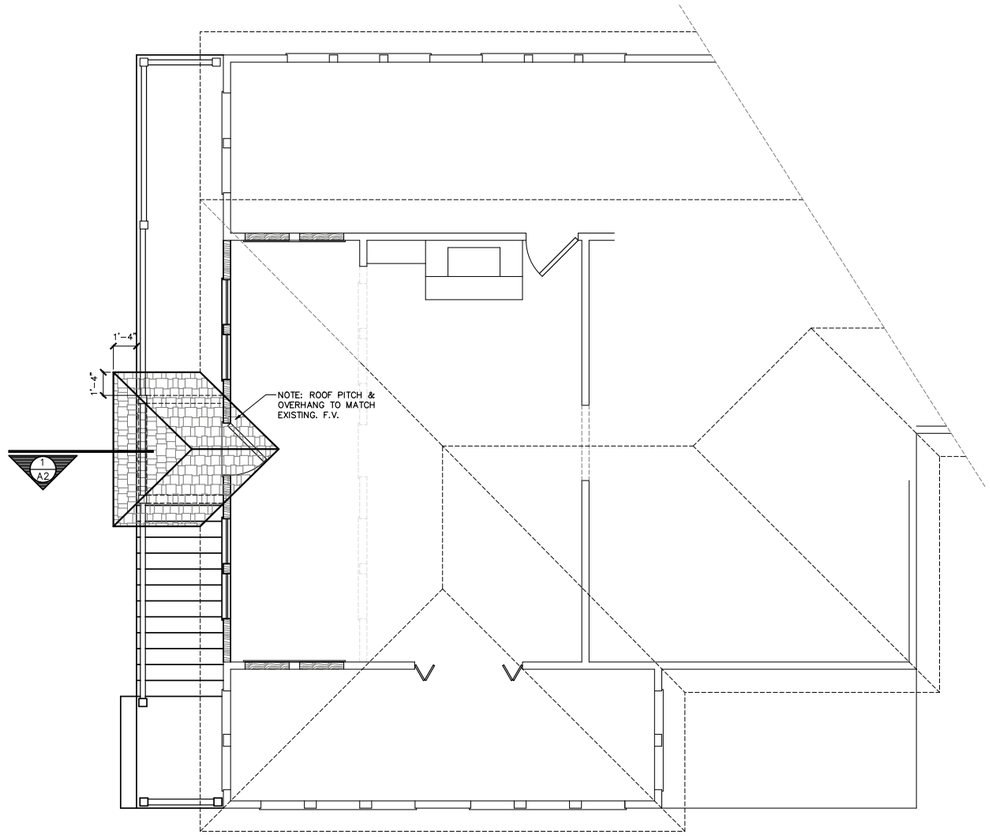
Front Elevation
SCALE: 1/4"=1'-0"



Left Side Elevation
SCALE: 1/4"=1'-0"



Right Side Elevation
SCALE: 1/4"=1'-0"



FRAMING CONSTRUCTION – OTHER THAN ROOF

1. ALL WORK SHALL CONFORM TO LOCAL CODE REQUIREMENTS.
2. ALL JOISTS, GIRDERS AND EXTERIOR WALLS SHALL BE SOUTHERN YELLOW PINE #2 UNLESS NOTED OTHERWISE.
3. ALL OTHER LUMBER CAN BE SPRUCE #2 UNLESS NOTED OTHERWISE.
4. ALL WOOD JOISTS AND OPEN JOISTS MUST BE BRACED IN ACCORDANCE WITH MANUFACTURER'S DIRECTIONS PLUS DETAILS SHOWN ON PLANS.
5. WHERE CEILING JOISTS ARE PARALLEL TO EXTERIOR WALLS AND RAFTERS BEAR ON STUD WALL TOP PLATE ADJACENT TO CEILING JOISTS, BRACE RAFTERS AND TOP PLATE TO 2x6 HOGS 6' LONG (MIN.) ON 6' CENTERS ALONG LENGTH OF CEILING JOISTS.
6. HEADERS SHALL BE AS SHOWN UNLESS NOTED DIFFERENTLY ON PLANS:
   (a) INTERIOR
   (1) SPANS UP TO 2'-6" – 2-2x6's
   (2) SPANS 2'-6" TO 3'-6" – 2 – 2x8's
   (3) SPANS 3'-6" TO 6'-6" – 2 – 2x10's
   (4) SPANS 6'-6" OR MORE SEE PLAN
   (b) EXTERIOR
   (1) SPANS UP TO 2'-0" – 2-2X6's
   (2) SPANS 2'-0" TO 3'-0" – 2- 2x8's
   (3) SPANS 3'-0" TO 5'-0" – 2-2X10's
   (4) SPANS 5'-0" OR MORE SEE PLAN
7. USE 15/32" CDX PLYWOOD EXTERIOR SHEATHING. RUN CONTINUOUSLY FROM TOP OF TOP PLATE TO BOTTOM OF SILL. NAIL PER CODE REQUIREMENTS.
8. ALL HEADERS SHALL BE FREE FROM ALL SPLITS, CHECKS OR SHAKES.
9. FLOOR CONSTRUCTION: 3/4" TONGUE AND GROOVE SUBFLOOR WITH FINISH MATERIAL OVER.
10. STAIR CONSTRUCTION SHALL CONSIST OF (3)2X12 STRINGERS,5/4" OR 2X THICK TREADS AND 3/4" THICK RISERS OR MATERIALS FABRICATED BY A COMPONENT MANUFACTURER.
11. ALL WOOD PLATES IN CONTACT WITH CONCRETE SHALL BE "PRESSURE TREATED" & SILICONE SEALED.
12. PROVIDE BRIDGING OR BLOCKING AT MIDSPAN OF JOISTS/RAFFTERS/TRUSSES, MAXIMUM SPACING BETWEEN BEARING WALL AND BLOCKING IS 8'-0".
13. DESIGN LOADS ARE AS FOLLOWS PER SQ FT:

LOCATION	LIVE	DEAD	DEFLECT LIMIT
1ST FLOOR	20 LB	10 LB	L/360
2ND FLOOR (SLEEPING AREAS)	30 LB	10 LB	L/360
ATTIC (NON STORAGE)	10 LB	5 LB	L/240
ATTIC (STORAGE)	20 LB	10 LB	L/240
ROOF (WITH FINISHED CEILING)	30 LB SNOW	15 LB	L/240
ROOF (NO FINISHED CEILING)	20 LB	7 LB	L/180
DECKS	SEE NOTE	15 LB	L/360

DECK NOTE: LOAD 1 1/2 TIMES THE AREA BEING SERVED.

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Item #7.

NO. | DATE | REVISION

A Renovation for
JP and MELANIE PADILLA
17 SHIRLEY ROAD
CHATHAM COUNTY

Elevations and Roof Plan

DATE: JULY 2026 | SCALE: AS SHOWN | CONTR. NO. 26-03

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File Attachments for Item:

8. Major Subdivision with Variances – 104 17th Street- 40008 18001 - C-1 – Southern Belle Rentals, LLC (Walt Freeman)

STAFF REPORT

CITY COUNCIL MEETING: September 10, 2026
(tabled from August 13, 2026, at the request of the applicant)

REQUESTED ACTION: Approve a major subdivision, with variances, for a developed property.

LOCATION: 104 17th Street

PIN: 40008 18001

APPLICANT(S): Walt Freeman

OWNER(S): Southern Belle Rentals, LLC

EXISTING USE: Multi-family residential (townhomes)

PROPOSED USE: Single-family (attached)

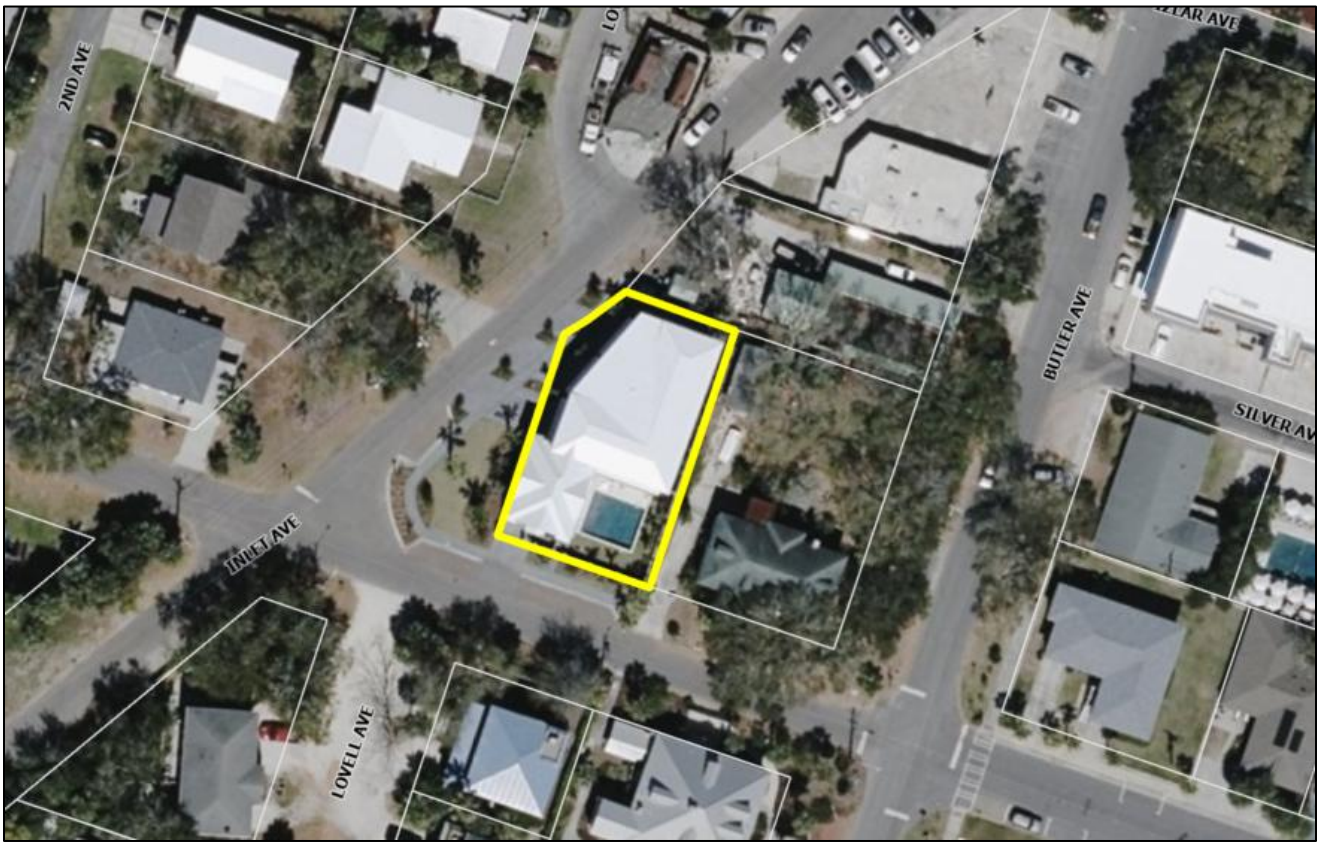
ZONING: C-1

USE PERMITTED BY RIGHT: Require subdivision approval. Deviations to standards require variance approval.

COMMUNITY CHARACTER MAP: Historic Downtown

PROPOSAL: The applicant is requesting to divide a developed multi-family lot into five lots: one common area lot and four lots for single-family attached units. The variances are required as the proposed lots will not meet minimum lot widths, lot setbacks, lot areas, greenspace, and the structures do not meet minimum structure widths for single-family residences.

PLANNING COMMISSION: At the July 20, 2026, regular meeting of the Planning Commission, the Commission voted 4-1 to recommend denial of the major subdivision with variances request.



Map 1: Location map (2026)

BACKGROUND

- May 11, 2023. Site plan for a single lot/multi-family project for three townhomes while keeping existing structure was approved by City Council.
- November 9, 2023. Variance request to put stairs in setback was denied by City Council.
- March 14, 2024. Site plan to add Right-of-Way improvements was approved by City Council.
- November 14, 2024. Site plan to add additional driveway was denied by City Council. The determination was made the fourth driveway requires a variance.
- January 9, 2025. City Council approved the multi-family site plan amendment with driveway variance.

The project was permitted and work stated in January 2024. The project was completed in May 2026.

EXISTING CONDITIONS



Picture 1: View of 104 17th Street from Inlet Avenue

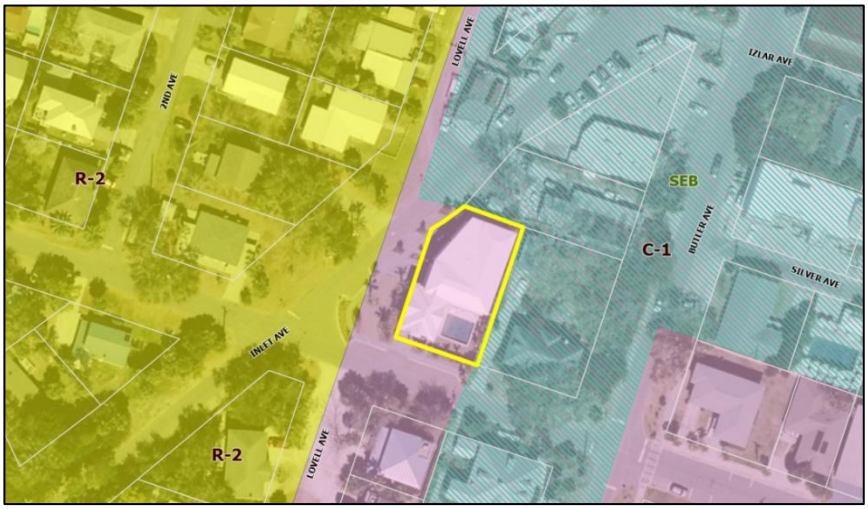


Picture 2: View of 104 17th Street from Intersection of Inlet and 17th



Picture 1: View of 104 17th Street from 17th Street

LAND DEVELOPMENT CODE (LDC) ANALYSIS. The property is located in the **C-1 beach business zoning district**. The C-1 beach business district is intended to provide central locations for city business and services to meet the market needs of the city's residents and visitors. The focus of the C-1 beach business land use district is to provide for commercial and residential land uses that support and complement recreational use of the beach and general tourism of the island. The land uses permitted in this district provide for a substantial amount of the island's employment base. The amount of C-1 acreage is directly proportional to the city's economic activity. These land uses are designed to harness economic activity of the daytime visitor as well as residents and overnight visitors.



Map 2: Zoning Map

For single-family homes in the C-1 zoning district the following dimensional standards apply:

- Minimum Lot area: 4,500 square feet
- Front yard: 20 feet
- Side yard: 10 feet
- Rear yard: 10 feet

For all single family residences, the minimal dimension of the unit as installed on the site shall be 24 feet. Single-family uses in the C-1 zoning district can only be permitted after site plan approval.

The Land Development Code and the International Residential Code. The applicant is requesting to subdivide a single parcel into five separate lots to reclassify four of them as "single-family attached." There appears to be a fundamental misunderstanding regarding how the Land Development Code (LDC) and the International Residential Code (IRC) operate independently yet concurrently with regard to new development.

The Land Development Code (LDC) determines where and how much can be built. It governs land use, land use classifications, zoning districts, overall density, lot sizes, and required setbacks. The International Residential Code (IRC) determines how the physical structure is constructed. It establishes building safety, structural, and construction standards for one- and two-family dwellings, certain townhomes, and accessory structures. While a building may meet the IRC requirements for construction, the IRC does not supersede the land use regulations established by the LDC.

The LDC defines a *Multi-Family Dwelling* as:

> "A building designed, constructed, altered, or used for more than two adjoining dwelling units, with each dwelling unit sharing a party wall or party floor with at least one other unit in the building. This includes, but is not limited to, apartments, condominiums, townhouses, or any other multi-family structure."

Because the structure in question is situated on a single lot and contains attached units, it falls squarely under the LDC's multi-family land use classification (as reflected in both current and historical staff reports). The LDC only recognizes three residential land use categories and their related dimensional standards: Single-family (detached), Two-family, and Multi-family. There is no separate zoning classification or permitted land use for "single-family attached" within the LDC outside of multi-family.

The IRC is the building code that applies to one- and two-family dwellings, certain townhomes, and accessory structures. It defines a Townhome as:

> "A single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from foundation to roof and has an open space (yard or public way) on at least two sides, along with independent utility services."

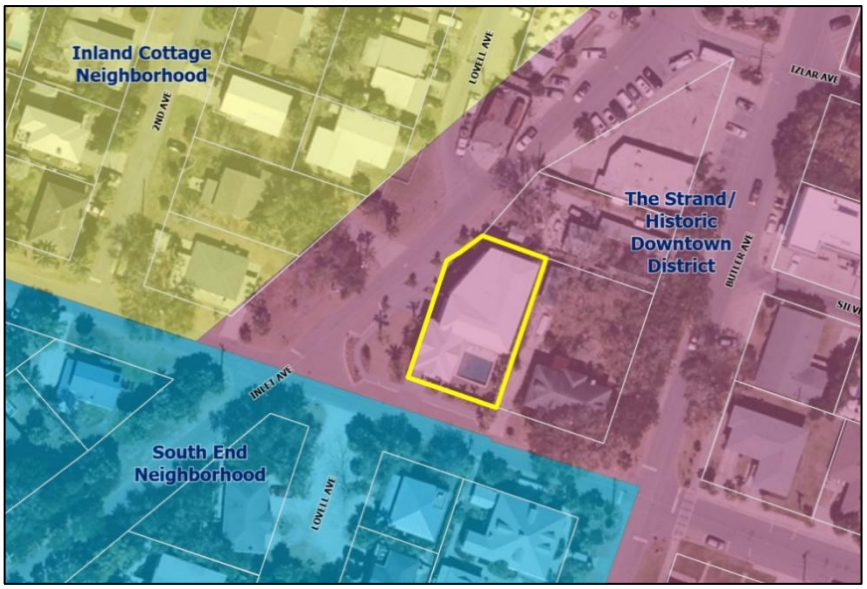
The existing building was constructed in accordance with IRC safety and structural standards for townhomes, as is required. However, meeting the IRC building code criteria for a "townhome" does not override or reclassify the land to a “single-family” use determination under the LDC, which also governs zoning and density. Under the LDC, the property remains classified as a multi-family use on a single parcel. If the applicant would like to meet single-family land use standards, the applicant would have to meet the dimensional standards for single-family detached, which are included in the Subdivision Analysis.

TYBEE ISLAND 2021-2026 COMPREHENSIVE PLAN UPDATE ANALYSIS. This site falls into one character area of the Comprehensive Plan: **Historic Downtown**. The character area is described herein:

> The Historic Downtown District is key character area that acts at the city’s traditional “main street” and is perhaps the most outwardly “urban” feeling area in the city. It features wide sidewalks and dense commercial uses with restaurants shopping, hotels/lodging, pavilions, and public parking, as well as access to the large central pier which acts as a focus point for the beach. Single-family, multi-family, and vacation rentals form the residential uses Permit only uses compatible with area character.

The following are key Historic Downtown District strategies that apply to this request:

- Future development and redevelopment should be pedestrian-oriented
- Promote mixed densities of residential development, including upstairs residential over commercial.
- Encourage development/ redevelopment of existing vacant properties and under-utilized structure.



Map 3: Character Areas

SUBDIVISION ANALYSIS. The lots housing the multi-family townhouse-style structure at 104 17th Street is legally described as WEST PART OF LOT 3 AND PART OF L OT 4 WARD 5 TYBEE and is on approximately 0.19 acres. The minimum dimensional standards required are compared below-- from what was built to what is proposed. Red indicates a deviation from the dimensional standards.

Table 1: Existing dimensions for current structure

C-1 Zoning minimums for multi-family	Minimum Requirements Sec 3-090	Existing Lot
Lot Area	1,125 square feet per multi-family unit - 4,500 square feet total required for four unit multi-family dwelling	8,276 +/- square feet
Lot Width (Sec 10-180)	60 feet	71 feet at 17th street frontage
Structure Width (Sec 3-110)	None for multi-family	96 feet
Front Setback	20 feet	Original house in the front setback on 17th Street
Rear Setback	10 feet	10 feet
Side Setback	10 feet	Original house located in the side setback on Inlet Avenue

Table 2: Dimensions for proposed major subdivision

C-1 Zoning minimum Single family requirements	Minimum Requirements Sec 3-090	Proposed Lot A	Proposed Lot B	Proposed Lot C	Proposed Lot D (original house)	Common Area
Lot Area	4,500 square feet single-family	1,816 square feet	1,614 square feet	1,584 square feet	1,797 square feet	1,856 square feet
Lot Width (Sec 10-180)	60 feet	33 feet	22 feet	23 feet	43 feet	43 feet
Structure Width (Sec 3-110)	24 feet	23 feet	22 feet	23 feet	28 feet	N/A
Front Setback Corner lots require front yard setbacks from both streets	20 feet	10 feet on Inlet Avenue	10 feet on Inlet Avenue	10 feet on Inlet Avenue	Original house in the front setback on 17th Street	20’
Rear Setback	10 feet	10 feet	10 feet	10 feet	0 feet	10’
Side Setback	10 feet	10 feet	0 feet	0 feet	Original house located in the side setback on Inlet Avenue and 0 feet adjoining lot C	0 and 10 feet

This subdivision is for an already developed lot. The following requirements of a major subdivision are not applicable: preliminary plat. All other requirements of a final plat must be met for a major subdivision as outlined in **Section 5-130. - Major subdivision plat procedure**.

Per **Section 10-080(F) – Design Standards**, the lots established within subdivisions "shall conform to the lot area as set forth in the general provisions for each zoning district and the lot width shall be a minimum of 60 feet at the building line." Corner lots for residential use "shall be provided with sufficient width and depth to permit the establishment of front yard building setback lines from both streets."

The proposed major subdivision is not compliant with the lot requirements of **Section 10-080(F)** and the plat submittal requirements of **Section 5-130** as the proposed lots do not meet minimum lot area, lot width, minimum setback, minimum structure width, and possibly greenspace requirements are not met as two of the lots do not have side yards.

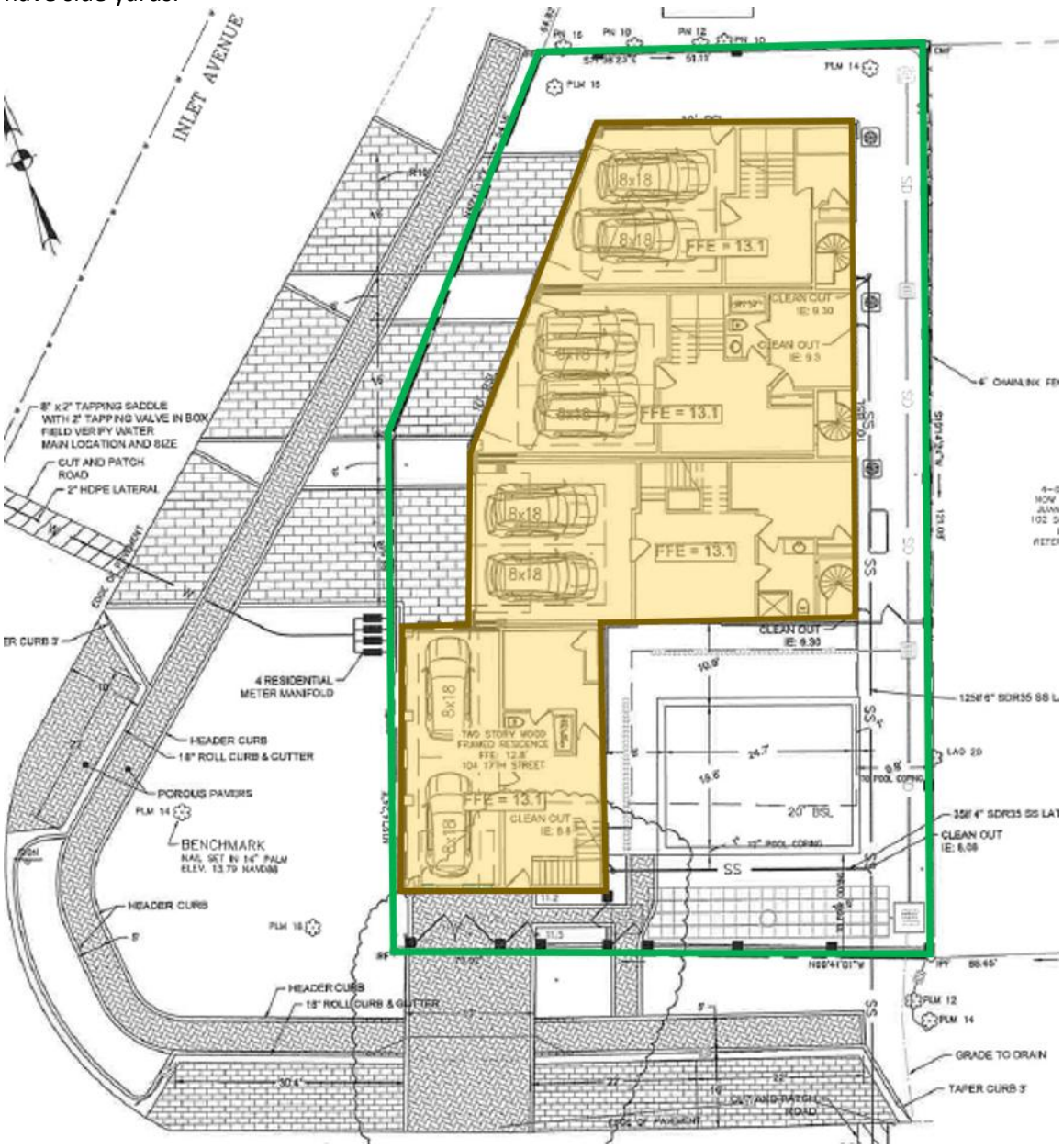


Figure 1: Approved site plan for existing development on one lot (green)



Figure 2: Proposed five lot subdivision (red)

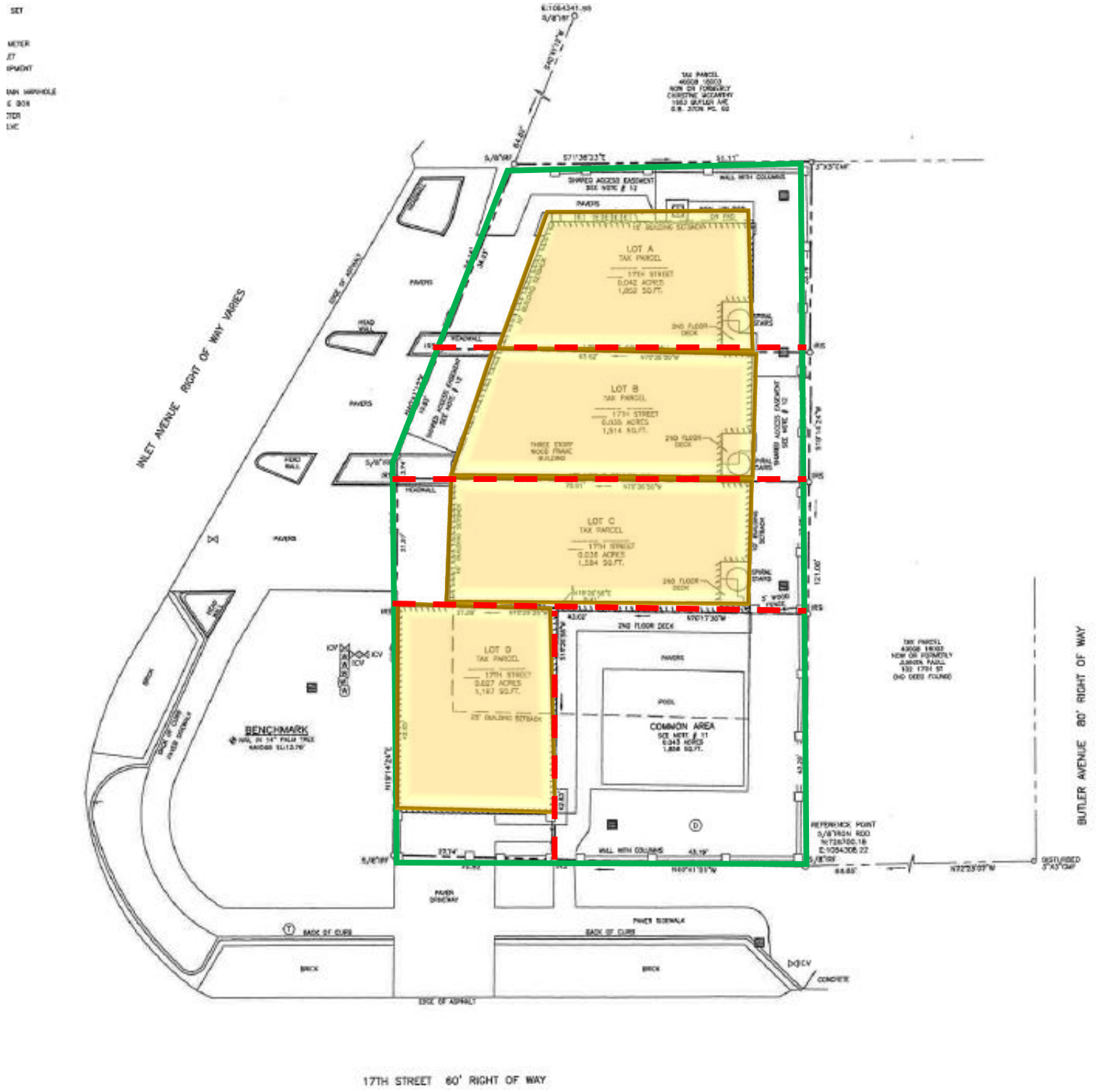


Figure 3: Proposed five lot subdivision (red) with residential units (orange). Lot line boundary shown in green.

VARIANCES. The applicant is requesting a variance for the dimensional deviations listed in the above paragraph to their subdivision request in order to be classified as "single-family" per the LDC. The applicant explains in their variance application, the reason for the variance request is a prior staff member neglected ("forgot") to get the applicant to apply for a subdivision prior to the issuance of a building permit. The applicant further states that the condition prompting the need for relief was created by action of the City Staff, City Attorney, Planning Commission, City Council, Tybee Plans Examiner, and prior staff.

In review of the staff reports going back to 2023, prepared by current and prior staff, this original project was and is described as a "multi-family" project as the proposed use. The project was publicly noticed and described on city agendas as "Site Plan: requesting to add 3 townhomes while keeping existing structure" in 2023. While the applicant has built the structure at 104 17th Street in the townhouse style, the LDC defines multi-family as:

> *Dwelling, multi-family* means a building either designed, constructed, altered, or used for more than two adjoining dwelling units, with each dwelling unit having a party wall or party floor where it joins at least one other dwelling unit in the building. This includes but is not limited to apartments, condominiums, townhouses, or any type of multi family structure.

As this is a structure described, designed, and built on one lot, the multi-family definition fits the land use indicated on current and prior staff members' reports.

With regard to subdivision regulations, per **Section 10-060 - Variance**:

> When a peculiar shape, or the topography of a tract of land, or other unusual condition, makes it impractical for a developer to comply with the literal interpretations of the design requirements of this article, the mayor and council, following a recommendation of the planning commission may approve variances to these regulations; provided, however, that in so doing, the intents and purposes of this article are not violated. For such a variance to be considered, the applicant must follow the variance requirements in **section 5-090** as well as the subdivision approval procedures.

VARIANCE CRITERIA

Per **Section 5-090-Variances**, the mayor and council may grant a variance from the strict application of the provisions in this Land Development Code only if physical circumstance, condition, or consideration exists:

- There are unique physical circumstances or conditions or considerations beyond that of surrounding properties, including a substandard lot of record that existed prior to March 24, 1971; irregularity; narrowness; or shallowness of the lot shape; or exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or to safety, or to historical significance, that is peculiar to the particular property; and
- Because of such physical circumstances or conditions or considerations, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
- A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

Hardship is defined in the LDC as the circumstances where special conditions, which were not self-created or created by a prior owner, affect a particular property and make strict conformity with the restrictions governing dimensional standards (such as lot area, lot width, setbacks, yard requirements, or building height) unnecessarily burdensome or unreasonable in light of the purpose of this Code. *Unnecessary hardship* is present only where, in the absence of a variance, no feasible use can be made of the property.

SUBDIVISION REVIEW CRITERIA

The subdivision does meet the standards for subdivision proposals as laid out in **Section 5-150 - Standards for subdivision proposals**:

- All subdivision proposals shall be consistent with the need to minimize flood damage.
- All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- Base flood elevation data shall be provided for subdivision proposals and other proposed development.

However, the proposed subdivision lots do not meet the "single-family" lot dimensional standards of the Land Development Code of Tybee Island, including **Sections 3-090, 3-110, 5-130, and 10-180**. The proposed "single-family" attached structures do not all meet the minimum lot width, lot area, structure width required for single-family residences on Tybee Island, and at least two lots do not meet minimum greenspace requirements.

STAFF FINDING. If the applicant would like to sell each residential unit separately, the applicant is able to do so via the condominium process, which does not require action by the city, as prior staff indicated in the attached emails. If the applicant remains intent on subdividing the parcels into substandard fee-simple lots as "single-family," the proposed major subdivision does not meet dimensional standards of the Land Development Code of Tybee Island for the single-family designation the applicant is seeking and variances are needed. The proposed major subdivision plat does not meet the final plat design requirements.

STAFF CONTACT

Patricia Sinel, AICP, CFM, CNU-A
Community Development Director
Patricia.Sinel@cityoftybee.gov
912-472-5031

ATTACHMENTS

A. Applications
B. SAGIS property card and map
C. Building Permit
D. Survey indicating changes
E. Applicant submitted materials
F. Emails from prior staff members to applicant

CITY OF TYBEE ISLAND
SUBDIVISION OF LAND APPLICATION

FEE
MAJOR SUBDIVISION **$500**
MINOR SUBDIVISION **$250**
SUBDIVISION AMENDMENT **$75**

Address or location of subject property: 104 17th Street Unit A, B, C and D

PIN# 40008 18001 Applicant's Name: Walt Freeman

Mailing Address: 1801 Chatham Ave Tybee Island Ga, 31328

Phone/Email: [redacted]

Property Owner's Name: Southern Belle Rentals LLC Address: 1006 US 80 Tybee Islind Ga 31328

Phone/Email: [redacted]

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

Subdivide Units, A,B, C and D for Deed Purposes Only as Approved by Everyone Prior to Building

Is Applicant the Property Owner? ____Yes X ____No

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

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

Walter F Reeman
Signature of Applicant

May 27th 2026
Date

Additional information may be required for each subdivision. Please contact staff for details.

Incomplete applications will not be processed. Only applications deemed complete by staff will be placed on upcoming agendas of the Planning Commission and the City Council.

Application Checklist

NOTE: This application may require any and all of the following information, if applicable, and when requested by staff:

X 8 copies, no smaller than 11 x 17, of the proposed site plan and architectural renderings.

X 8 copies, no smaller than 11 x 17, of the engineered drainage and infrastructure plan.

X 8 copies, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping plan.

X 8 copies, no smaller than 11 x 17, of the proposed subdivision plat of the property, signed and sealed by a State of Georgia certified land surveyor

X Disclosure of Campaign Contributions

X Proof of Ownership

X Letter of Authorization (if applicable) granting the Applicant permission to conduct such land development on behalf of the property owner.

X Names and addresses of all adjacent property owners within 200 feet.

X Electronic versions of application and/or supporting documents

X Other

All new lots established within subdivisions shall conform to the lot area as set forth in the general provisions for each zoning district and the lot width shall be a minimum of 60 feet at the building line.

The city staff may require elevations or other engineering or architectural drawings covering the proposed development.

The Mayor and Council will not act upon a subdivision until the drainage and infrastructure plan has met the approval of the City's consulting engineer.

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

Walter F Reeman 5/27/26

Signature of Applicant Date

STAFF USE ONLY

Date received: _____ Received by _____

Fee Amount $ _____ *Check Number* _____ *Date* _____

PUBLIC HEARING DATES:

Planning Commission _____ City Council _____

DECISION: (Circle One) Approved Denied

Approved with Conditions: _____

CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

YES _____ NO X

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

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

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

Signature Walter F Reeman

Printed Name Walt Freeman

Date 5/27/26

FEES
Residential: $250
Non-Residential/Commercial: $750

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

Address or location of subject property: 104 17th St Tybee Island Ga

PIN# 40008 18001 Applicant's Name: Walt Freeman

Applicant's Mailing Address: 1801 Chatham Ave Tybee Island Ga

Phone/Email: [redacted]

Brief description of the land development activity and use of the land thereafter to take place on the property:
Subdivide Units A,B, C and D into Single Family Attached Homes as Approved by everyone prior to building

Property Owner's Name: 1801 Chatham Ave Tybee Island Ga

Phone/Email: 9125081711

Owner's Mailing Address: 1006 US 80 Tybee Island Ga 31328

Is Applicant the Property Owner? X Yes ____ No

Current Zoning of Property: C-1 Current Use: Single Family Attached Townhomes

Existing use of Property: Single Family Attached Townhomes

Proposed use of Property: Single Family Attached Townhomes

Has the property been denied a variance in the past 12 months? If so, please provide brief details:

No

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

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

Walter F Reeman
Signature of Applicant

5/27/27
Date

Incomplete applications will not be processed. Only applications deemed complete by staff will be placed on upcoming agendas of the Planning Commission and the City Council.

Application Checklist

NOTE: This application may require any and all of the following information, if applicable, and when requested by staff:

X 8 copies, no smaller than 11 x 17, of the proposed site plan depicting the location of lot restrictions, the proposed area for variance relief, and any necessary architectural renderings.

X 8 copies, no smaller than 11 x 17, of a valid survey or filed plat of the property, signed and sealed by a State of Georgia certified land surveyor.

X Disclosure of Campaign Contributions.

X Letter of Authorization (if applicable) granting the Applicant permission to conduct such request and land development on behalf of the property owner.

X Electronic versions of application and/or supporting documents.

_____ Other

Variance Questionnaire

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

No Single Family Dwellings are encouraged in the Master Plan, Comprehensive Plan and the Land developlement code.

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

The project was approved as Single Family Attached Townhopmess by Planning Commsion, City Council, George Shaw, City of Tybee Plans Reviewer as Single Family Attached.

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

Im not really sure. Tybee CIty Council, Planning Commsion, George Shaw and Tybee Plans Examiner

X

All approved this project as single family attached but George Forgot to get me to apply for the Subdivision prior to Building the Project. City Staff has requested I apply for a variance

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

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

City of Tybee, Planning Commision, City Council, George Shaw City of Tybee Plan Reviewer

Approved a Multi Million Dollar Project as Single Family attached. I am cleanning up the details that George Shaw forgot to have me do prior to issuing the building permit. The is cleaning up the Deed and Title.

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

This is necessary because the Petioner has a vested right and relied on the City of Tybee, Plannning Commission, City Council, George Shaw and the cities plans reviewer when they Permitted, Reviewed and issued the building Permits for Single Family Attached Townhomes and Southern Belle Vacation Rentals Built the Project as permitted.

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

There are Single Family Properties All over Tybee. There is confusion from Current Staff on What Was approved. This Request does not allow the Appplicant to build anythiing other than whas has been built

This is simply a Cleaning up of the Deed and Title of What has been approved by everyone.

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

This action was created by Planning Commission, City Council, Tybee Plans Examiner and George Shaw George Simply Forgot to Request the Applicant Submit the Subdivision to planning Commsion Prior to the Application to Planning Commsion. All parties were aware that Single Family Attached Townhomes Were being constructed and were approved

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

No

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

Yes the applincat has a vested right to Single Family Attached Townhomes as approved by everyone. The applicnat Spent Millsions of Dollars Relying on Everyones approval and built Single Family Attached Townhomes. Without this approval the Deed and Title Work will not reflect what was approved and paid for

G. If in a marsh buffer, have all points of Sec. 3-090.1 been considered.

CERTIFICATION AND AUTHORIZATION

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

Signature of Applicant Walter F Reeman Date 5/27/26

STAFF USE ONLY

Date received: _____ Received by _____

*Fee Amount $*_____ *Check Number* _____ *Date*_____

PUBLIC HEARING DATES:

Planning Commission_____ City Council _____

DECISION: (Circle One) Approved Denied

Approved with Conditions: _____

Printable page

PARID: 40008 18001
SOUTHERN BELLE RENTALS, LLC 104 17TH ST

Most Current Owner

Current Owner	Co-Owner	Care Of	Mailing Address
SOUTHERN BELLE RENTALS, LLC			331 TATTNALL STREET SAVANNAH GA 31401

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
SOUTHERN BELLE RENTALS, LLC		331 TATTNALL STREET		SAVANNAH	GA	31401

Parcel

Status	ACTIVE
Parcel ID	40008 18001
Category Code	352 - Multiple Res (Low Rise)
Bill #	2961304
Address	104 17TH ST
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20500.00 - T500 TYBEE TO BULL R
Total Units	
Zoning	C-1
Class	C3 - Commercial Lots
Appeal Status	

Legal Description

Legal Description	WEST PART OF LOT 3 AND PART OF L OT 4 WARD 5 TYBEE ISLAND
Acres	.19
Deed Book	2412
Deed Page	0111

Permits

Permit #	Permit Date	Status	Type	Amount
P2025-0102	02/28/2025	Complete	PO - POOL	$69,000.00
P2023-0513-1	12/20/2024	Complete	NC - NEW CONSTRUCT	
P2023-0513	11/20/2023	Complete	NC - NEW CONSTRUCT	$2,700,000.00
230239	05/30/2023	Complete	AD - ADDITION	$5,000.00

on

Inspection Date	Reviewer ID
10/28/2025	PANDREWS
08/20/2024	RKRYZAK
12/19/2023	RKRYZAK
11/13/2023	RKRYZAK
08/29/2023	RKRYZAK

Sales

Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
06/15/2021	0	U	LD	2412 - 0111	FREEMAN WALTER J.	SOUTHERN BELLE RENTALS, LLC
11/05/2020	470,000	Q	LD	2132 - 0536	LEON JOHN MICHEL, III, WALTER EUGENE CRA	FREEMAN WALTER J.
02/22/2007	0	U	NA	321N - 500	LOGAN MARGARET MARY	THOMAS JOSEPHINE MICHEL
07/27/2002	0	U	NA	239U - 665	MICHEL JOSPEHINE U/W	LOGAN MARGARET ET AL

Land

Line Number	1
Land Type	S - SQUARE FOOT
Land Code	G1 - GENERAL COMMERCIAL 1
Square Feet	8,276
Acres	.19
Influence Factor 1	
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

OBY

Card #	Description	Year Built:	Grade:	Units:	Override:	Area:
3	7007 : COMMERCIAL POOL, GUNITE	2026		1		480

Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2026	537,900	1,164,600	1,702,500	
2025	481,300	37,600	518,900	
2024	481,300	33,000	514,300	
2023	481,300	33,600	514,900	
2022	481,300	30,200	511,500	
2021	282,100	26,500	308,600	
	282,100	43,100	325,200	

2019	282,100	41,000	323,100
2018	282,100	40,900	323,000
2017	282,100	29,500	311,600

Sorry, no sketch available for this record

Item	Area



City of Tybee Island

Res New Construction

PERMIT #: P2023-0513 **ISSUED: 01/18/2024** **EXPIRES: 07/16/2026**

Work Description:	FOUR NEW RESIDENTIAL UNITS - ADDED TO SCOPE & SCALE TO ENCLOSE 3 EXISTING PORCHES AND ENLARGE A ROOM.
Owner Name:	WALT FREEMAN
Address:	104 SEVENTEENTH ST
City State Zip	TYBEE ISLAND, GA 31328-2749
Contractor Name:	EAST COAST PACIFIC
Address:	6 ALGER AVE
City State Zip	TYBEE ISLAND, GA 31328
Flood Zone:	
Square Feet:	9,132
Project Valuation:	$2700000.00
Total Charged:	$41167.40
Property Address:	104 17TH ST
Property PIN:	40008 18001

Amount Paid: $41167.40
Balance Due: $0.00

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

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

Signature of Authorized Agent: Lisa L. Schaaf

Item #8.

City of Tybee Island

PERMIT NUMBER: P2023-0513

ISSUED DATE: 01/18/2024

JOB ADDRESS: 104 17TH ST

JOB NAME: Res New Construction

TYPE OF WORK: FOUR NEW RESIDENTIAL UNITS - ADDED TO SCOPE & SCALE TO ENCLOSE 3 EXISTING PORCHES AND ENLARGE A ROOM.

TO AVOID A PENALITY THIS PLACARD MUST BE POSTED AND VISIBLE FROM THE STREET UNTIL COMPLETION OF THE PROJECT.

TO SCHEDULE AN INSPECTION
call (912) 472-5033, by 4:00pm the day before you need an inspection.

SUBMITTED AS PART OF APPLICATION BY APPLICANT

THIS BLOCK IS RESERVED FOR THE CLERK OF SUPERIOR COURT



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM, NAD 83, EAST ZONE.
2. ACCORDING TO THE FLOOD INSURANCE RATE MAP 13051C0326G, REVISED 08/16/2018, THIS PROPERTY LIES IN ZONE X 500, NOT A 100 YEAR FLOOD HAZARD AREA.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, COVENANTS, OR RESTRICTIONS EITHER RECORDED OR UNRECORDED.
4. THIS PROPERTY IS SERVED BY CITY OF TYBEE WATER AND SEWER SYSTEMS.
5. IT SHALL BE THE RESPONSIBILITY OF THE USER OF THIS DRAWING TO VERIFY ANY AND ALL BUILDING SETBACKS, EASEMENTS AND BUFFERS WITH THE PROPER AUTHORITIES BEFORE BEGINNING THE DESIGN OR CONSTRUCTION OF IMPROVEMENTS TO THE SITE. THIS SURVEYOR AND THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE DESIGN, PLACEMENT, STAKING, POSITIONING OR LAYOUT OF ANY PROPOSED STRUCTURE OR IMPROVEMENT TO THE SITE.
6. THE PUBLIC RECORDS REFERENCED WERE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
7. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND AVAILABLE DOCUMENTS. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
8. CARLSON BRX7 GPS RECEIVER ON THE EGPS NETWORK WAS USED TO ESTABLISH STATE PLANE COORDINATES AND BENCHMARK ONLY. THE CARLSON BRX7 GPS RECEIVER ON THE EGPS NETWORK HAS ADJUSTED REAL TIME KINEMEATIC RELATIVE POSITIONAL ACCURACY OF HORIZONTAL 0.033'+1PPM AND VERTICAL 0.049'+1PPM.
9. THE PARENT TRACT TAX PARCEL NUMBER OF THIS PROPERTY IS 40008 18001
10. THE SUBDIVISION CONTAINS A TOTAL AREA OF 0.183 ACRES.
11. COMMON AREA EXCLUSIVELY FOR UNITS C & D.
12. SHARED ACCESS EASEMENT FOR UNITS A, B, C, & D. SHARED ACCESS EASEMENT ADJACENT TO UNITS A, B, & C.
13. THE LOTS SHOWN ON THIS SURVEY ARE LOCATED IN C-1 ZONING.
14. ALL DRAINAGE REQUIREMENTS MUST BE MET PRIOR TO THE ISSUANCE OF A BUILDING PERMIT ON ANY LOT IN THIS SUBDIVISION.

APPROVED FOR RECORDING BY THE TYBEE ISLAND CITY MANAGER

BRIAN WEST, MAYOR _____ DATE

APPROVED FOR RECORDING BY THE TYBEE ISLAND CD DIRECTOR

PATRICIA SINEL, COMMUNITY DEVELOPMENT DIRECTOR _____ DATE

ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED

WALT FREEMAN, OWNER _____ DATE

SURVEYOR'S CERTIFICATION

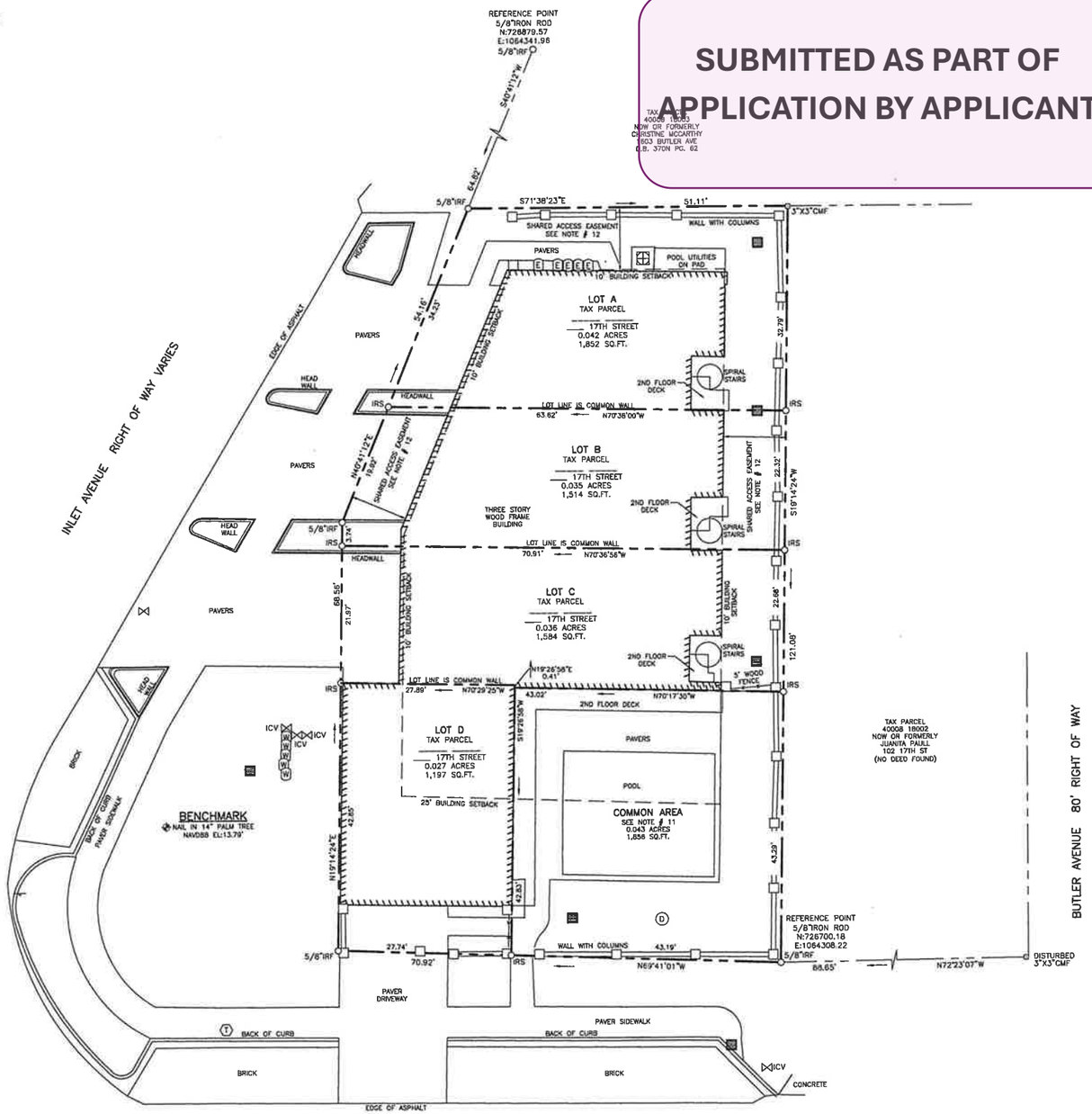
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED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

JAMES CRAIG BREWER GA RLS# 3022 _____ DATE

GEORGIA REGISTERED 3022 PROFESSIONAL LAND SURVEYOR JAMES CRAIG BREWER

LEGEND

⊡ CMF	CONCRETE MONUMENT FOUND
○ IRF	IRON ROD FOUND
○ IRS	IRON ROD SET
	CLEANOUT
	COLUMNS
E	ELECTRIC METER
	GRATE INLET
	HVAC EQUIPMENT
	SIGN
S	STORM DRAIN MANHOLE
T	TELEPHONE BOX
W	WATER METER
	WATER VALVE



0 10 20 30
GRAPHIC SCALE 1" = 10'

GA STATE PLANE EAST ZONE
GRID NORTH (NAD83)

EQUIPMENT USED:
GEOMAX ZOOM95 2" TOTAL STATION
CARLSON BRX7 GPS RECEIVER
ON THE EGPS NETWORK
ANGULAR ERROR = 2" PER
ADJUSTED BY: COMPASS RULE
PLAT CLOSURE = 1/53,134
FIELD CLOSURE = 1/31,830

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

WESTERN PORTION OF LOT 3 AND A PORTION OF LOT 4, WARD 5

A MAJOR SUBDIVISION SURVEY OF
TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

PREPARED FOR:
WALT FREEMAN

PROJECT #:	260003.2
FIELD DATE:	5/27/2026
PLAT DATE:	6/3/2026
LAST REVISED:	N/A
DRAWN BY:	JET
SCALE:	1"=10'
SHEET:	1 OF 1

Item #8.

SUBMITTED AS PART OF APPLICATION BY APPLICANT

REFERENCES

1. D.B. 321N PG 500
2. D.B. 370N PG 62
3. PB 30-S PG 55
4. PLAT OF A PORTION OF LOT 1 WARD NO. 5 BY BARRETT LAND SURVEYING DATED 02/13/1981
5. PLAT OF LOT 2 WARD NO 5 BY PAUL D. WILDER DATED 6/17/1986
6. PLAT OF A PORTION OF LOT 1 AND A PORTION OF INLET AVENUE BY BREWER LAND SURVEYING DATED 7/19/2017

THIS BLOCK IS RESERVED FOR THE CLERK OF SUPERIOR COURT

SURVEYOR'S NOTES

1. THE ELEVATIONS SHOWN ARE BASED ON NAVD88 DATUM. THE CONTOUR INTERVAL IS 1 FOOT.
2. COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
3. ACCORDING TO FLOOD INSURANCE RATE MAP PANEL 13051C0326G, REVISED 08/16/2018, THIS PROPERTY LIES IN ZONE X500, NOT A 100 YEAR FLOOD HAZARD AREA.
4. ONLY ABOVEGROUND, READILY VISIBLE STRUCTURES WERE LOCATED FOR THIS SURVEY. THIS SURVEYOR MAKES NO WARRANTY OR GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NONEXISTENCE OF ANY BELOW GROUND, NON-VISIBLE UTILITIES OR STRUCTURES.
5. THE PUBLIC RECORDS REFERENCED WERE USED FOR THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
6. NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.

TREE LEGEND

SIZE OF SYMBOL DOES NOT INDICATE THE SIZE OF THE DRIP LINE/CANOPY LINE

LOCATION OF TREE — LO 22 — TREE SIZE (IN INCHES) / TREE TYPE

TREE TYPE ABBREVIATIONS:

LO	LIVE OAK
PINE	LOBLOLLY PINE
HOL	HOLLY
PLM	PALM
LAO	LAURAL OAK
WO	WATER OAK

DEAD TREES NOT SHOWN

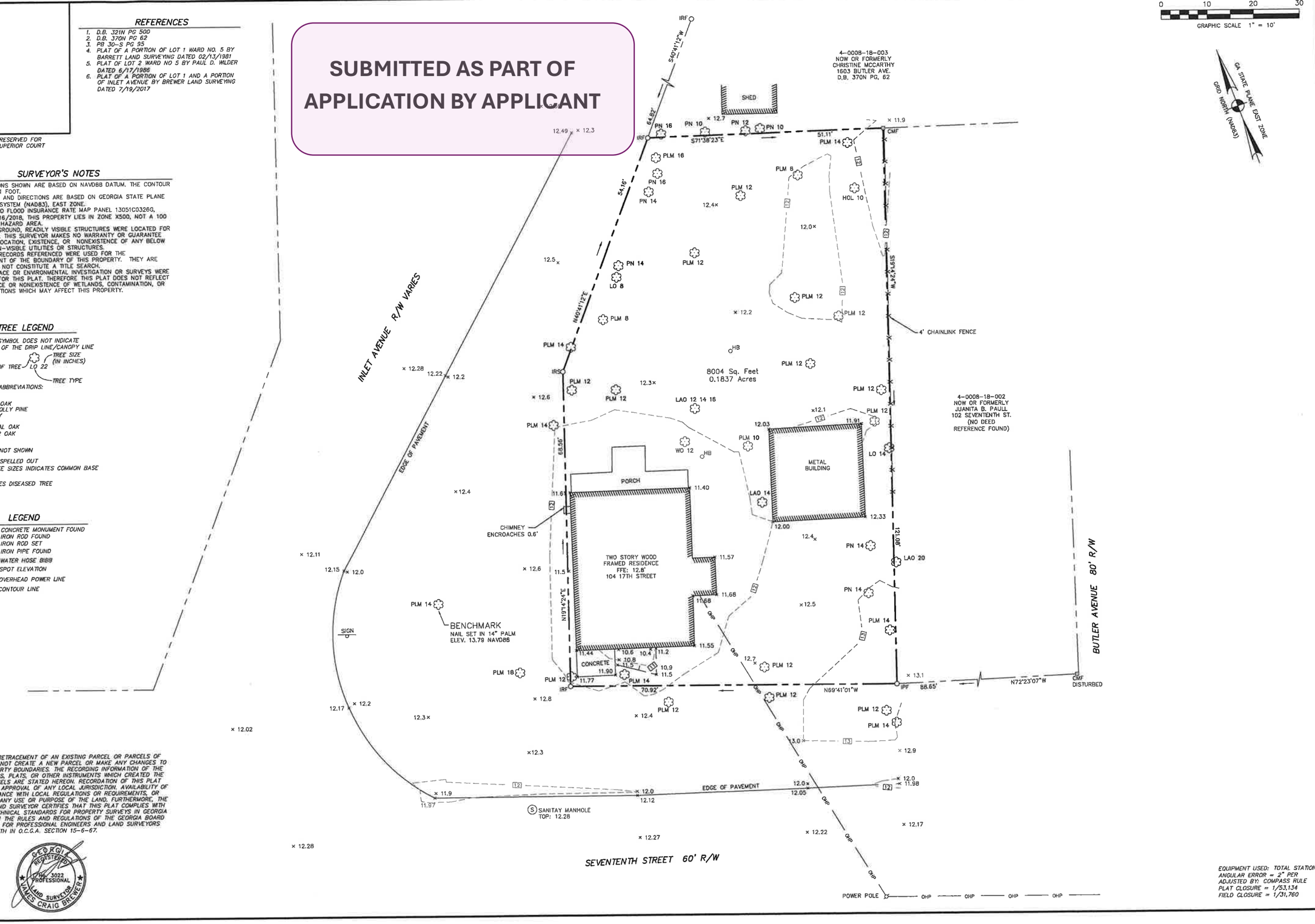
ALL OTHERS SPELLED OUT

MULTIPLE TREE SIZES INDICATES COMMON BASE

"/D" INDICATES DISEASED TREE

LEGEND

⊡ CMF	CONCRETE MONUMENT FOUND
○ IRF	IRON ROD FOUND
○ IRS	IRON ROD SET
○ IPF	IRON PIPE FOUND
○ HB	WATER HOSE BIBB
x 8.1	SPOT ELEVATION
— OHP —	OVERHEAD POWER LINE
---8---	CONTOUR LINE



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

GEORGIA REGISTERED LSF No. 3022 PROFESSIONAL LAND SURVEYOR JAMES CRAIG BREWER

EQUIPMENT USED: TOTAL STATION
ANGULAR ERROR = 2" PER
ADJUSTED BY: COMPASS RULE
PLAT CLOSURE = 1/53,134
FIELD CLOSURE = 1/31,760

BREWER LANDSURVEYING
604 US HIGHWAY 80W
Pooler, GA 31322
Info@brewerls.com
Phone: (912) 335-2205
www.BrewerLandSurvey.com
LSF001095

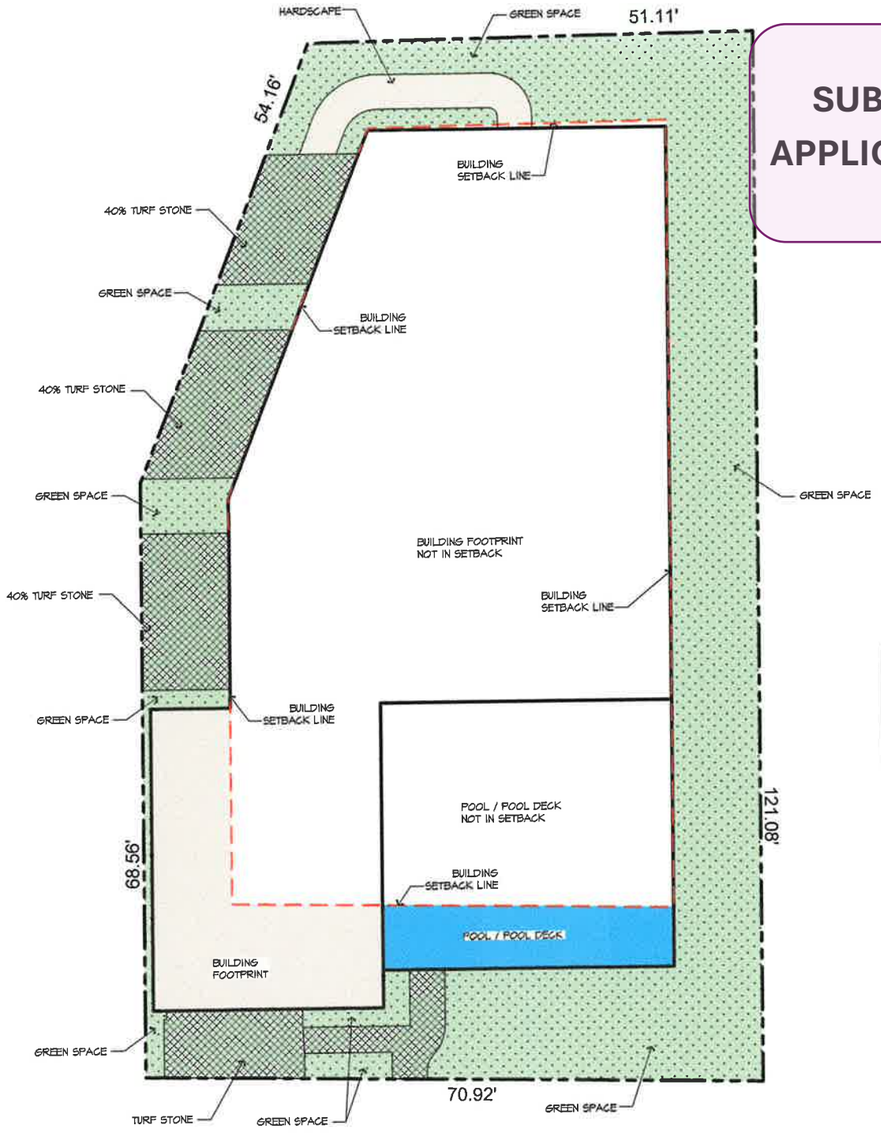
A BOUNDARY & TOPOGRAPHIC SURVEY OF WEST PART OF LOT 3 AND PART OF LOT 4, WARD 5,

TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

PREPARED FOR:
WALT FREEMAN

PROJECT #:	200807
FIELD DATE:	10/22/2020
PLAT DATE:	10/28/2020
LAST REVISED:	N/A
DRAWN BY:	SCH
SCALE:	1"=10'
SHEET: 1 OF 1	

Item #8.



SUBMITTED AS PART OF APPLICATION BY APPLICANT

https://www.belgardcommercial.com/products/permeable_interlocking_concrete_pavers/turfstone*
TurfStone Pavers
40% PERMEABILITY DRIVEWAY PAVERS



GREENSPACE CALC

GREEN SPACE	2162
40% TURF STONE (735 S.F.)	295
TOTAL GREENSPACE	2457
SETBACK AREA	3780
65% OF SETBACK AREA	2457

FRED WASSON
RESIDENTIAL DESIGNER
(912) 220-5394
wassonf@yahoo.com

NEW CONSTRUCTION FOR WALT FREEMAN
104 17th ST TYBEE ISLAND GA.

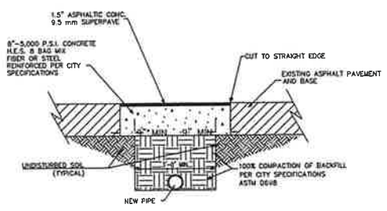
PROJECT # 23-010
DATE 10-16-24
SH G

GENERAL CONSTRUCTION NOTES:

ALL CONSTRUCTION SHALL BE IN CONFORMANCE TO THE CURRENT CITY OF TYBEE DESIGN STANDARDS, SPECIFICATIONS AND DETAILS OR AS OTHERWISE ISSUED FOR THIS PROJECT. WHERE ANY CONFLICT EXISTS BETWEEN THESE PLANS AND/OR SPECIFICATIONS AND/OR CONSTRUCTION DETAILS AND THE CITY OF TYBEE STANDARDS, SPECIFICATIONS, DETAILS AND DEVELOPMENT ORDINANCE(S), THE CITY OF TYBEE STANDARDS SHALL PREVAIL.

1. LAYOUT TO BE CONTROLLED BY EXISTING BENCHMARK.
2. DIMENSIONS TO CURB AND GUTTER ARE TO FACE OF CURB.
3. DIMENSIONS TO WALK ARE TO FACE OF WALK.
4. DIMENSIONS TO BUILDING ARE TO FACE OF BUILDING.
5. DIMENSIONS TO STRIPING IS TO CENTERLINE OF STRIPING.
6. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
7. ALL RADII ARE 5' UNLESS OTHERWISE NOTED.
8. BLUE METAL REFLECTIVE SIGN AT LEAST 12" IN WIDTH AND 18" IN LENGTH AND ERECTED AT 7' ABOVE GRADE IN SUCH MANNER SO AS TO BE CLEARLY VISIBLE TO THE PARKING VEHICLE. THE SIGN SHALL HAVE PRINTED IN WHITE LETTERS NOT LESS THAN ONE INCH IN HEIGHT ON THREE SEPARATE LINES AND CENTERED THE FOLLOWING WORDS: "PERMIT PARKING ONLY", "TOW-AWAY ZONE" AND "MAXIMUM FINE $500.00". SUCH SIGNS SHALL ALSO DISPLAY THE SYMBOL FOR HANDICAP ACCESSIBILITY CENTERED BETWEEN THE SECOND AND THIRD LINES. VAN ACCESSIBLE SPACE SHALL HAVE ADDITIONAL SIGN WITH THE FOLLOWING WORDS: :VAN ACCESSIBLE'.
9. TRAFFIC CONTROL DEVICES SHALL BE USED ON ALL WORK ON THIS PROJECT IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" CURRENT EDITION. THE COST TO COMPLY SHALL BE INCLUDED IN THE OVERALL COST OF THE PROJECT.
10. REFERENCE SURVEYS:
    - 10.1. BOUNDARY & TOPOGRAPHIC SURVEY - PREPARED BY MITR SURVEYING (MM/YYYY).
    - 10.2. VERTICAL DATUM: NAVD88 HORIZONTAL DATUM: NAD83
    - 10.3. PROJECT IS ON STATE PLANE COORDINATES.
    - 10.4. MAUPIN ENGINEERING, INC. DOES NOT ACCEPT ANY RESPONSIBILITY FOR ACCURACY OF PROVIDED SURVEY INFORMATION.
    - 10.5. ONLY ABOVE GROUND, READILY VISIBLE STRUCTURES, UTILITIES AND SURFACE PAINT MARKINGS WERE LOCATED FOR THIS SURVEY. THIS SURVEYOR MAKES NO WARRANTY OR GUARANTEE AS TO THE LOCATION, EXISTENCE, OR NON-EXISTENCE OF ANY BELOWGROUND, NON-VISIBLE UTILITIES OR STRUCTURES. CONTRACTOR SHALL FIELD VERIFY LOCATION, TYPE, SIZE, MATERIAL AND GENERAL CONDITION OF ALL UTILITIES PRIOR TO CONSTRUCTION.
11. ALL GRADED EARTH NOT OTHERWISE STABILIZED WITH BUILDING, PAVEMENT OR VEGETATION SHALL BE GRASSED OR SODDED.
12. OWNER SHALL ACCEPT MAINTENANCE OF THE STORM DRAINAGE SYSTEM, INCLUDING ROOF DRAIN CONNECTIONS, WITHIN THE LIMITS OF THE PROPERTY. CITY OF TYBEE WILL NOT MAINTAIN THE STORM DRAINAGE SYSTEM WITHIN THE PROPERTY. THIS SITE IS DESIGNED TO DISCHARGE STORM WATER RUNOFF INTO THE APPROVED MASTER DRAINAGE CONVEYANCE AND DETENTION SYSTEM.
13. DITCHES, ALL DRAINAGE STRUCTURES, ORIFICES AND PAVEMENT ELEVATIONS SHALL BE SURVEYED FOR "AS-BUILT" DRAWINGS ALONG WITH THE WATER AND SANITARY SEWER SERVICES.
14. ADJUST EXISTING MANHOLE FRAMES, GRATES AND VALVE BOXES TO GRADE AS NEEDED.
15. ALL STORM DRAIN PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC.
16. MATCH EXISTING PAVEMENT GRADE ELEVATIONS WHERE CONNECTING TO EXISTING PAVEMENT.
17. FILL BENEATH BUILDINGS SHALL BE COMPACTED IN ACCORDANCE WITH BUILDING STRUCTURAL SPECIFICATIONS.
18. CONTRACTOR TO FIELD VERIFY DURING CONSTRUCTION ANY EXISTENCE OF SUB-SURFACE DEBRIS OR ORGANIC MATERIAL. ANY SUB-SURFACE DEBRIS OR ORGANIC MATERIAL FOUND SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 2' BELOW GRADED AGGREGATE BASE IN PAVEMENT AREAS AND 2' BELOW BOTTOM OF FOOTINGS FOR BUILDINGS (CONTRACTOR SHALL CONSULT WITH BUILDING STRUCTURAL ENGINEER FOR ANY WORK BENEATH OR ADJACENT TO BUILDING AND/OR ABOVE OR BELOW GRADE STRUCTURES). IF EXCESSIVE DEBRIS OR ORGANIC MATERIAL IS FOUND, ENGINEER SHALL BE CONTACTED FOR INSPECTION. REMOVAL OF INSPECTED MATERIAL SHALL BE DIRECTED BY THE ENGINEER.
19. ALL EROSION AND SEDIMENT CONTROL DEVICES (BMPS) SHALL BE CONSTRUCTED SIMULTANEOUSLY WITH THE DISTURBANCE OF THE LAND AND SHALL REMAIN FUNCTIONAL AND BE MAINTAINED BY CONTRACTOR UNTIL THE CONTRIBUTING DISTURBED AREAS ARE STABILIZED IN ACCORDANCE WITH THE GOVERNING NPDES GENERAL PERMIT.
20. IF A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED, AND IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN SUCH PERMIT.
21. THE CITY OF TYBEE INSPECTIONS DEPARTMENT RESERVES THE RIGHT TO ACCESS PROPERTY TO INSPECT STORM WATER FACILITIES AT ANY TIME.
22. CHLORINATED, DISINFECTED WATER SHALL NOT BE DISCHARGED INTO THE STORM WATER SYSTEM.
23. TRAFFIC CONTROL AND FLOW SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
24. A MINIMUM SEPARATION OF 10 FEET SHALL BE MAINTAINED BETWEEN ALL INSTALLED OR RELOCATED UTILITIES AND LARGE AND MEDIUM TREES.
25. ANY AND ALL STREET LIGHTING, LANDSCAPE, SIDEWALK AND ACCESSIBILITY REQUIREMENTS TO BE PERFORMED, DESIGNED AND/OR CONSTRUCTED SHALL BE COORDINATED WITH CIVIL ENGINEER.
26. CONTRACTOR SHALL REFER TO ARCHITECTURAL AND/OR MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR THE ROOF DRAIN SYSTEM. COLLECTION AND DISCHARGE SHALL BE COORDINATED WITH CIVIL ENGINEER.
27. SITE CIVIL PLANS SHALL TERMINATE 5' FROM BUILDING FACE UNLESS OTHERWISE NOTED. CONTINUATION OF WATER, SANITARY SEWER AND STORM DRAINAGE LATERALS SHALL BE COORDINATED WITH BUILDING CONTRACTOR IN ACCORDANCE WITH ARCHITECTURAL AND/OR MECHANICAL, ELECTRICAL AND PLUMBING PLANS.
28. ALL CONSTRUCTION MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE TO THE APPROPRIATE JURISDICTIONS APPROVED CONSTRUCTION SPECIFICATIONS AND DETAILS.
29. THE OWNER, OWNER'S REPRESENTATIVES, CITY OF TYBEE AND OTHER REGULATORY AGENCIES SHALL HAVE THE RIGHT TO ACCESS THE SITE AT ANY TIME FOR PURPOSES OF OBSERVING WORK PERFORMED.
30. ALL UTILITIES ARE SHOWN AS APPROXIMATE ON THE PLANS AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR. SOME UTILITIES AND SERVICE LINE LOCATIONS ARE UNKNOWN AND NOT SHOWN ON THE PLANS. THIS DOES NOT RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITY TO PROTECT EXISTING UNDERGROUND FACILITIES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID UTILITY LOCATE TICKET FROM THE GEORGIA UTILITIES PROTECTION CENTER (811/ 800-282-7411), AND COORDINATION WITH OTHER SUCH LOCAL UTILITIES AS MAY BE REQUIRED.
31. THE CONTRACTOR WILL PROTECT ALL TREES NOTED TO REMAIN WITHIN AND ADJACENT TO THE CONSTRUCTION ZONE. ANY UNAUTHORIZED REMOVAL OF TREES NOTED TO REMAIN WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REESTABLISH TO THE SATISFACTION OF THE ENGINEER.
32. THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL BORROW MATERIAL NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT. ALL BORROW MATERIAL SHALL BE CLEAN AND FREE OF DEBRIS AND ORGANIC MATERIAL AND SUFFICIENT TO COMPACT TO A MINIMUM BEARING CAPACITY OF 2,500PSF OR AS OTHERWISE SPECIFIED.
33. ALL ITEMS CLEARED OR DEMOLISHED FROM THE SITE, INCLUDING SPOIL MATERIAL TO BE REMOVED FOR OFF-SITE DISPOSAL, ARE THE PROPERTY OF THE CONTRACTOR UNLESS THEY ARE TO BE REUSED ON THE SITE OR OTHERWISE NOTED. NO BURYING OR BURNING OF DEBRIS WILL BE ALLOWED ON THIS SITE.
34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING BEST MANAGEMENT PRACTICES (BMP'S) ON THE SITE AT ALL TIMES IN ACCORDANCE WITH THESE PLANS AND THE "MANUAL FOR EROSION AND SEDIMENT CONTROL OF GEORGIA".

SUBMITTED AS PART OF APPLICATION BY APPLICANT



NOTES:
1. COMPACT BASE AND SUB-BASE TO 100% STANDARD (ASTM D698) PER CITY TECHNICAL SPECIFICATIONS.
2. CONCRETE IN THE ROW TO BE 3000PSI PER SECTION 03300, CHAPTER 3.2 AND REINFORCED WITH FIBERMESH OR STEEL PER CITY TECHNICAL SPECIFICATIONS.
3. ALL LATERAL STREET CUTS MUST BE COVERED WITH STEEL PLATES OF SUFFICIENT THICKNESS TO SPAN THE CUT WITHOUT NOTICABLE DEFLECTION. PLATES TO REMAIN IN PLACE UNTIL THE CONCRETE BASE HAS GAINED SUFFICIENT STRENGTH TO WITHSTAND TRAFFIC LOADS (24 HOUR MINIMUM).
4. WITH LONGITUDINAL CUTS EXCEEDING 150 FEET IN LENGTH, THE CONCRETE IN THE TRENCH WILL BE BROUGHT FLUSH WITH THE EXISTING PAVEMENT. PAVING WILL BE SAW CUT TO A STRAIGHT EDGE AND THE ENTIRE WIDTH OF THE ROADWAY WILL BE RESURFACED WITH A MINIMUM OF 1.5" OF 9.5mm HOT ASPHALT SUPERPAVE.
5. ALL STREET PATCHES MUST BE SQUARE OR RECTANGULAR WITH STRAIGHT, SAW CUT EDGES.

BITUMINOUS PAVEMENT REPLACEMENT

GENERAL DEVELOPMENT NOTES:

1. PIN: 40008 18001
   ADDRESS: 104 17TH STREET
   TYBEE ISLAND, GA 31328
2. TOTAL LAND ACREAGE = 0.19(±) AC
   TOTAL DISTURBED ACREAGE = 0.2(±) AC
3. EXISTING USE OF PROPERTY : SINGLE FAMILY RESIDENCE
   PROPOSED USE OF PROPERTY : (4) TOWNHOUSE
   PRESENT SITE ZONING : C-1
4. MAXIMUM BUILDING HEIGHT : 35FT
5. LANDSCAPING CALCULATIONS
   REQUIRED
   3 TREES / 4,500SF * 8,004SF = 5 TREES
   PROVIDED
   TOTAL TREES PLANTED AND TO REMAIN = 7 TREES
6. PROPERTY IS LOCATED IN ZONE X-500, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEMA FLOOD INSURANCE RATE MAP # 13051C0326G, DATED 8/15/2018
7. THE SITE IS SERVED BY THE CITY WATER AND SANITARY SEWER SYSTEM.

GEORGIA REGISTERED No. 23756 PROFESSIONAL ENGINEER MY A. MAUPIN

LEVEL II E&S CERT:
#21051 EXP: 12/01/2024

UTILITIES PROTECTION CENTER

Dig Safely. CALL 811

CONTRACTOR IS REQUIRED TO CALL AT LEAST 3 DAYS PRIOR TO START OF CONSTRUCTION

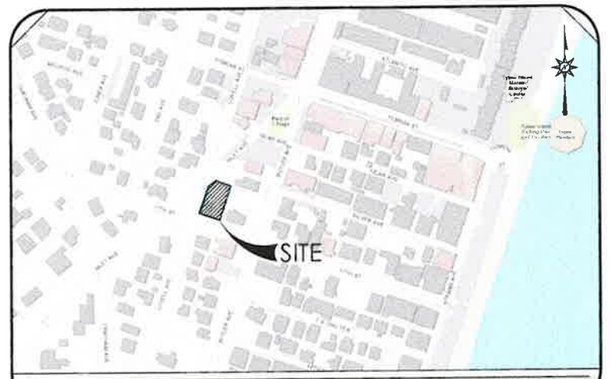
104 17th Street

Specific Development Plan
Site Permit #TBD

MEI Proj #238-22-03 Plan Date: 7/25/2023

PREPARED FOR:

Mr. Walt Freeman
1801 Chatham Ave
Tybee Island, GA 31328
912-508-1711
walterjfreeman@gmail.com



VICINITY MAP

MAUPIN engineering
114 WEST 42nd STREET SAVANNAH, GA 31401
OFFICE PHONE (912) 235 - 2915
GENERAL@MAUPINENGINEERING.COM

SHEET INDEX

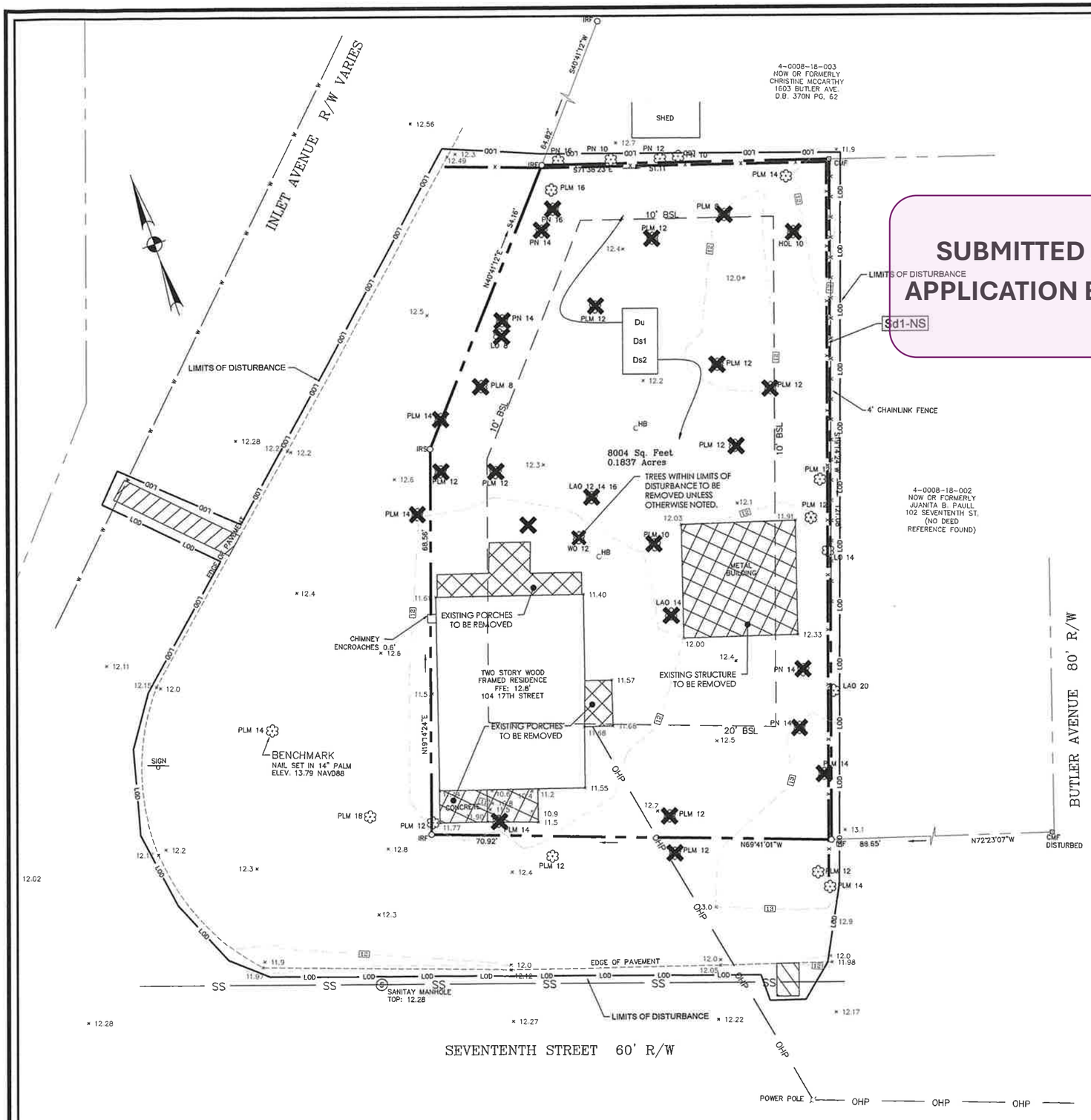
C.0	COVER - NOTES
C.1	STAMPED SURVEY
C.2	DEMOLITION & INITIAL EROSION CONTROL PLAN
C.3	STAKING & UTILITY PLAN
C.4	GRADING & INTERMEDIATE EROSION CONTROL PLAN
C.5	LANDSCAPING & FINAL EROSION CONTROL PLAN
C.6	DETAILS
C.7	DETAILS

REVISIONS		
NO.	DATE	DESCRIPTION

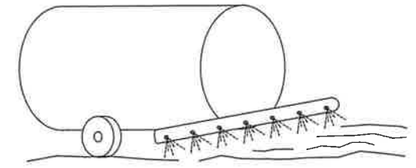
THIS SET IS RELEASED FOR CONSTRUCTION 7/25/23

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Item #8.



SUBMITTED AS PART OF
APPLICATION BY APPLICANT



CONTRACTOR SHALL EMPLOY THE FOLLOWING TEMPORARY METHODS TO LIMIT THE SURFACE AND AIR MOVEMENT OF DUST FROM EXPOSED SOIL SURFACES:

*TEMPORARY METHODS:
- -MULCHES
- -SPRAY ON ADHESIVES
- -TILLING
- -IRRIGATION
- -BARRIERS
- -CALCIUM CHLORIDE

*PERMANENT METHODS
- -PERMANENT VEGETATION
- -TOPSOIL
- -STONE COVER

*CHEMICAL CONTROL

ADHESIVE ADHESIVE	WATER DILUTION	TYPE OF NOZZLE	APPLICATION RATE (GAL/AC)
ANIOIC ASPHALT EMULSION	7:1	SPRAY	1200
LATEX EMULSION	12 1/2:1	FINE SPRAY	235
RESIN-IN-WATER EMULSION	4:1	FINE SPRAY	300

DUST CONTROL ON DISTURBED AREAS **Du**

MULCHING & STRAWING RATES

Ds1

MATERIAL	RATE	DEPTH
STRAW OR HAY	–	2" to 4"
WOOD CHIPS, SAWDUST, BARK	–	2" to 3"

NOTES
1. APPLY DRY STRAW HAY OR MULCH UNIFORMLY BY HAND OR BY MECHANICAL EQUIPMENT.
2. PRESS THE STRAW/HAY INTO THE SOIL IMMEDIATELY AFTER APPLICATION.
3. ANCHOR WOOD USING APPROPRIATE SIZED NETTING.

REVISIONS

NO.	DATE	DESCRIPTION

MAUPIN engineering
114 WEST 42ND STREET • SAVANNAH, GA 31401
OFFICE PHONE (912) 235 - 2915
GENERAL@MAUPINENGINEERING.COM

DEMOLITION & INITIAL EROSION CONTROL PLAN

104 17th Street

LEVEL II E&S

GEORGIA REGISTERED No. 23758 PROFESSIONAL ENGINEER JAY A. MAUPIN

CERT #21051 EXP: 12/01/2024

STATUS: RELEASED FOR CONSTRUCTION

DRWN: JAM 7-25-2023

CHK'D: JAM DATE

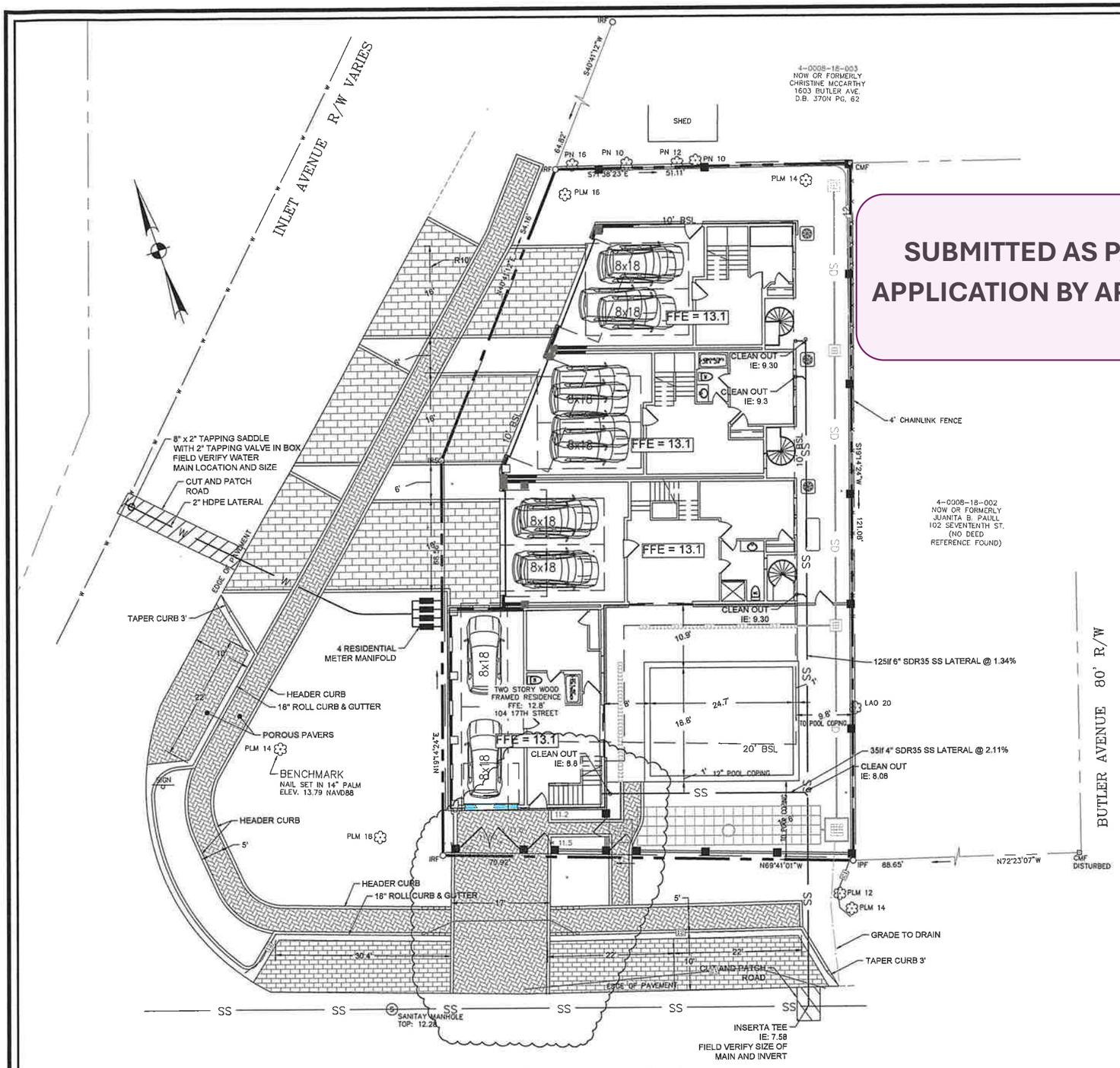
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SHEET NO. C.2

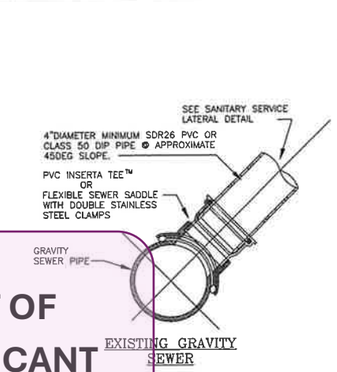
PROJECT NO. 238-22-03

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SDP - Main Downtown.dwg



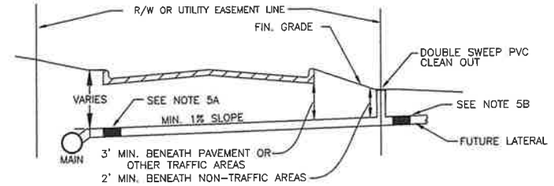
SUBMITTED AS PART OF APPLICATION BY APPLICANT



NOTES:

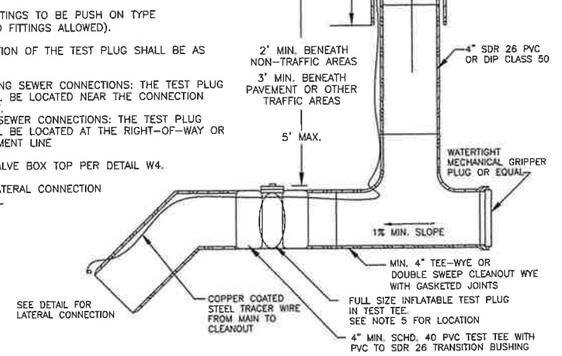
1. THE TEE-WYE SHALL BE SET AT THE PROPER DEPTH TO ACCOMMODATE THE PROPOSED OR EXISTING HOUSE LATERAL.
2. CONNECT TRACER WIRE ON LATERAL TO TRACER WIRE ON MAIN WITH SPLICE CONNECTOR.
3. CONTRACTOR SHALL NOTIFY THE CITY WASTEWATER CONVEYANCE DEPARTMENT 24 HOURS PRIOR TO CONNECTION TO EXISTING GRAVITY SEWER PIPE. ALL CONNECTIONS TO THE EXISTING GRAVITY SEWER PIPE MUST BE INSPECTED BY THE CONVEYANCE DEPARTMENT PRIOR TO BACK FILLING.

SANITARY SERVICE LATERAL CONNECTION



NOTES:

1. IN ROADWAYS, SEWER LATERALS TO BE EXTENDED TO PROPERTY LINE. LOCATION OF LATERAL TO BE NOTED WITH "S" STAMPED ON FACE OF CURB (WHERE APPLICABLE).
2. PROVIDE CONNECTIONS FOR EACH CUSTOMER (OR LOT), EXISTING AND FUTURE.
3. SHOW CONNECTION AND CLEANOUT LOCATIONS ON RECORD DRAWINGS.
4. ALL 4" FITTINGS TO BE PUSH ON TYPE (NO GLUED FITTINGS ALLOWED).
5. THE LOCATION OF THE TEST PLUG SHALL BE AS FOLLOWS:
   - A: EXISTING SEWER CONNECTIONS: THE TEST PLUG SHALL BE LOCATED NEAR THE CONNECTION POINT.
   - B: NEW SEWER CONNECTIONS: THE TEST PLUG SHALL BE LOCATED AT THE RIGHT-OF-WAY OR EASEMENT LINE
6. INSTALL VALVE BOX TOP PER DETAIL W4.
7. INSTALL LATERAL CONNECTION PER DETAIL



SANITARY SERVICE LATERAL

WATER NOTES:

1. NO IRRIGATION SYSTEM IS PROPOSED FOR THIS PROJECT
2. FIRE PROTECTION SYSTEM IS NOT INCLUDED FOR THIS PROJECT
3. NO INDUSTRIAL WASTEWATER WILL BE DISCHARGED FROM PROJECT

REVISIONS NO.	DATE	DESCRIPTION

MAUPIN tm engineering
114 WEST 42nd STREET • SAVANNAH, GA 31401
OFFICE PHONE (912) 235-2915
GENERAL@MAUPINENGINEERING.COM

STAKING PLAN & UTILITY PLAN

104 17th Street

LEVEL II E&S

GEORGIA REGISTERED No. 23758 PROFESSIONAL ENGINEER TIMOTHY A. MAUPIN

CERT #21051 EXP: 12/01/2024

STATUS:
RELEASED FOR CONSTRUCTION

DRWN: JAM 7-25-2023
CHK'D: JAM DATE

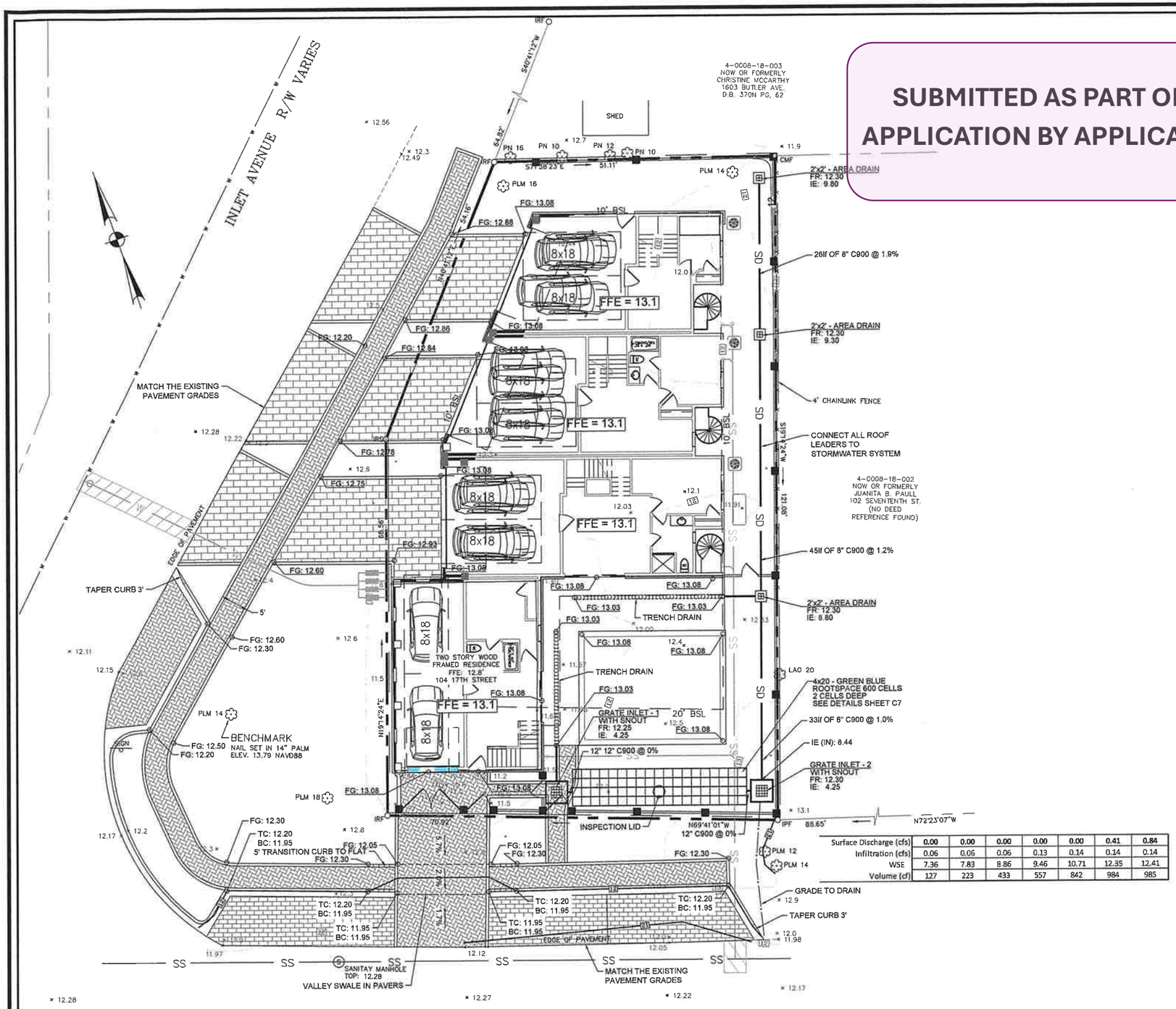
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SHEET NO.
C.3

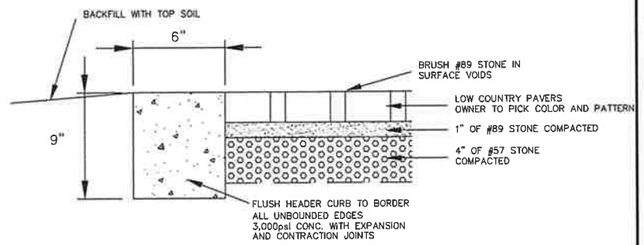
238-22-03
PROJECT NO.

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SUBMITTED AS PART OF APPLICATION BY APPLICANT



Surface Discharge (cfs)	0.00	0.00	0.00	0.00	0.00	0.41	0.84
Infiltration (cfs)	0.06	0.06	0.06	0.13	0.14	0.14	0.14
WSE	7.36	7.83	8.86	9.46	10.71	12.35	12.41
Volume (cf)	127	223	433	557	842	984	985



POROUS PAVEMENT
NOT TO SCALE

Designer's Certification Statement

I, Jay Maupin, am a professional engineer registered in the State of Georgia, and am familiar with the requirements of CITY OF TYBEE Stormwater Management Ordinance, CITY OF TYBEE's Local Design Manual, CITY OF TYBEE's Flood Protection Ordinance, CITY OF TYBEE's Subdivision Ordinance, CITY OF TYBEE's Erosion and Sediment Control Ordinance, hydraulic engineering principles, and low impact design/green infrastructure design practices.

The attached design plans, Stormwater Management Report, and Stormwater Management Operations and Maintenance Plan for the site development known as 104 17th Street located at 104 17TH STREET, TYBEE ISLAND, GA 31328 are designed in compliance with the Local Design Manual of CITY OF TYBEE, CITY OF TYBEE's Stormwater Management Ordinance, CITY OF TYBEE's Flood Protection Ordinance, CITY OF TYBEE's Subdivision Ordinance, and CITY OF TYBEE's Erosion and Sediment Control Ordinance.

Further, when constructed according to the design plans, and operated according to the facility Stormwater Operations and Maintenance Plan, the facility will function in compliance with the Local Design Manual of CITY OF TYBEE's, CITY OF TYBEE's Stormwater Management Ordinance, CITY OF TYBEE's Flood Protection Ordinance, CITY OF TYBEE's Subdivision Ordinance, and CITY OF TYBEE's Erosion and Sediment Control Ordinance.

Name: Jay Maupin, PE
Address: 114 W. 42nd St.
City, State, Zip: Savannah, GA 31401
Daytime Telephone Number: 912-235-2915
Email Address: jay@maupinengineering.com
Cell Phone Number: 912-667-7757

(signature) Date 4/8/2022 Seal

GEORGIA REGISTERED No. 23758 PROFESSIONAL ENGINEER JAY A. MAUPIN

REVISIONS		
NO.	DATE	DESCRIPTION
1	2/17/2023	Added Driveway For Unit D

MAUPIN engineering
114 WEST 42nd STREET SAVANNAH, GA 31401
OFFICE PHONE (912) 235 - 2915
GENERAL@MAUPINENGINEERING.COM

GRADING & INTERMEDIATE EROSION CONTROL PLAN
104 17th Street

LEVEL II E&S
GEORGIA REGISTERED No. 23758 PROFESSIONAL ENGINEER JAY A. MAUPIN
CERT.#21051 EXP: 12/01/2024

STATUS: RELEASED FOR CONSTRUCTION

DRWN: JAM 7-25-2023
CHK'D: JAM DATE

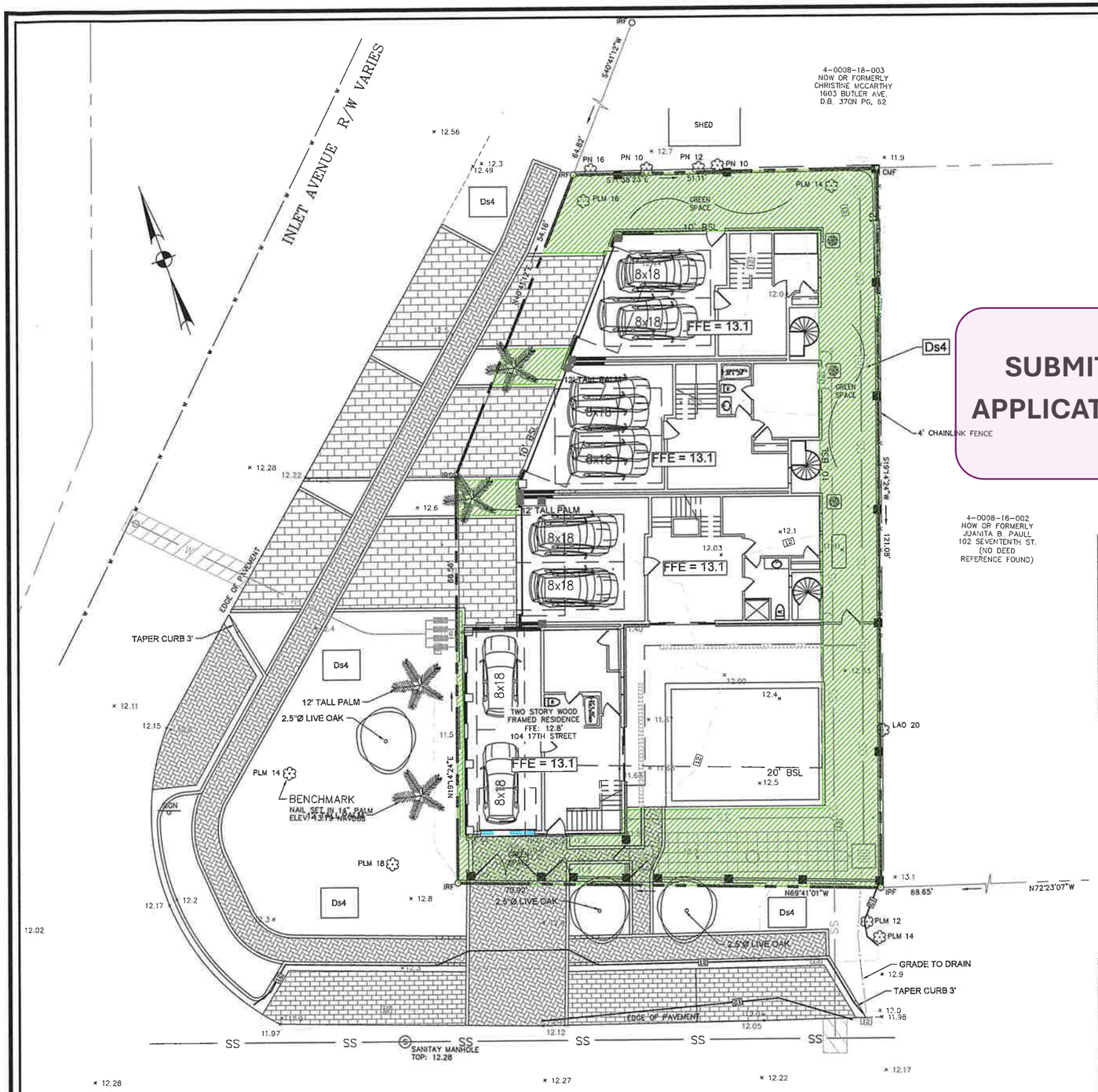
SCALE: 1" = 10'

SHEET NO. C.4

PROJECT NO. 238-22-03

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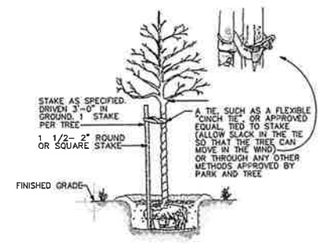
Item #8.



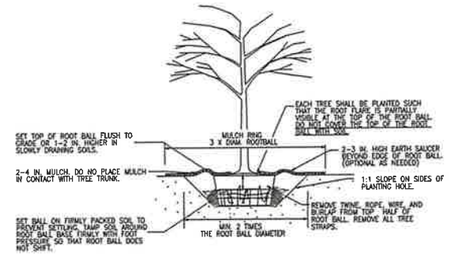
SUBMITTED AS PART OF APPLICATION BY APPLICANT

LANDSCAPING REQUIREMENT CALCS		
Total Parcel Area, TA	8,004	SF
Greenscape in Buffer	2,478 (65.6%)	SF (%)
Building Coverage (3,918sf)	49%	%
Trees Required (TA * 3TREES/4,500SF)	5	Trees
Total Trees Preserved (see chart below)	0	Trees
Total Trees Planted	7	Trees
Total Trees Provided (Preserved + Planted)	7	Trees

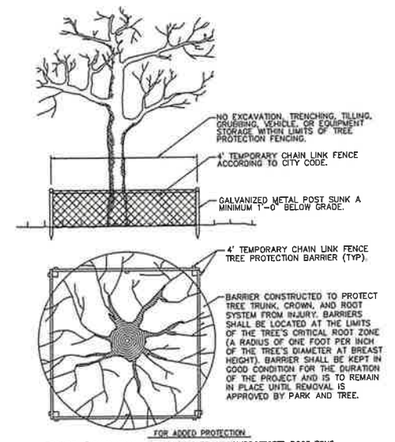
Landscape Requirement Met



Tree Staking
NTS



Tree Planting
NTS



Tree Protection
NTS

PLANTING SCHEDULE							
ITEM	SCIENTIFIC NAME	COMMON NAME	QTY	SIZE	SPACING	TQP	LQP
-	-	-	0	1 GAL	5' O.C.	--	0
-	-	-	0	1 GAL	5' O.C.	--	0
-	-	-	0	3 GAL	10' O.C.	--	0
-	-	-	0	2.5" CALIPER	AS SHOWN	0	--
TD	SABAL PALMETTO	SABAL PALM	4	12' CLEAR	AS SHOWN	0	--
QV	QUERCUS VIRGINIANA	LIVE OAK	3	2.5" CALIPER	AS SHOWN	0	--
					TOTAL	0	0

REVISIONS		
NO.	DATE	DESCRIPTION

MAUPIN tm engineering
114 WEST 47th STREET • SAVANNAH, GA 31401
OFFICE PHONE (912) 235-2915
GENERAL@MAUPINENGINEERING.COM

LANDSCAPING PLAN & FINAL EROSION CONTROL PLAN

104 17th Street

LEVEL II E&S

GEORGIA REGISTERED No. 23758 PROFESSIONAL ENGINEER JAY A. MAUPIN

CERT #21051 EXP: 12/01/2024

STATUS:
RELEASED FOR CONSTRUCTION

DRWN: JAM 7-25-2023
CHK'D: JAM DATE

5 0 10
SCALE: 1" = 10'

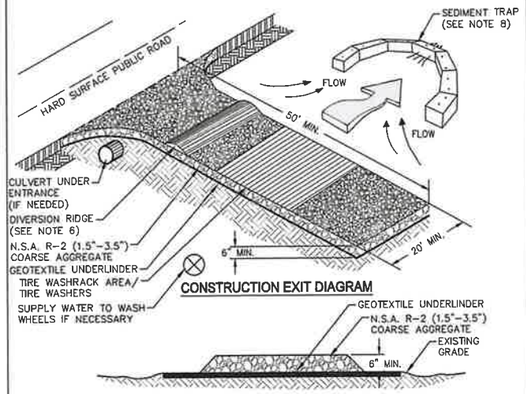
SHEET NO.
C.5

PROJECT NO.
238-22-03

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Item #8.

CRUSHED STONE CONSTRUCTION EXIT



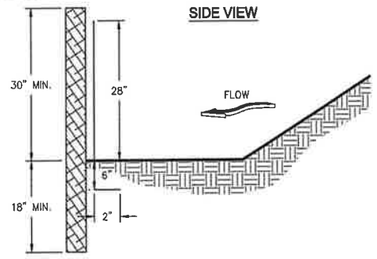
CONSTRUCTION EXIT DIAGRAM

CONSTRUCTION EXIT - SECTION VIEW

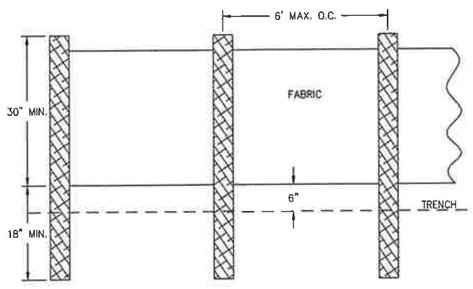
NOTES:
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

Sd1-NS SILT FENCE - TYPE NON-SENSITIVE

SIDE VIEW



FRONT VIEW



NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

SEEDING RATES FOR TEMPORARY & PERMANENT COVER

Ds2 Ds3

MONTH	TEMPORARY COVER	RATES PER ACRE	MONTH	PERMANENT COVER	RATES PER ACRE
MARCH-JUNE	COMMON BERMUDA (HULLED)	10 lbs.	MARCH-JUNE	COMMON BERMUDA (HULLED)	10 lbs.
	WEEPING LOVEGRASS	4 lbs.		WEEPING LOVEGRASS	4 lbs.
APRIL-AUGUST	BROWN TOP MILLET	40 lbs.	JULY-AUGUST	COMMON BURMUDA (HULLED) & BROWN TOP MILLET	10 lbs. 10 lbs.
	SUDANGRASS	60 lbs.		COMMON BURMUDA (HULLED) & WEEPING LOVEGRASS	6 lbs. 2 lbs.
	PEARL MILLET	50 lbs.		COMMON BURMUDA (HULLED) & PENSACOLA BAHIA & BROWN TOP MILLET	6 lbs. 30 lbs. 10 lbs.
SEPT.-FEBRUARY	RYE (MOST WINTER HARDY)	3 BU		PENSACOLA BAHIA & BROWN TOP MILLET	60 lbs. 10 lbs.
	RYEGRASS	40 lbs.		PENSACOLA BAHIA & WEEPING LOVEGRASS & BROWNTOP MILLET	30 lbs. 2 lbs. 10 lbs.
	BARLEY	3 BU		WEEPING LOVEGRASS & BROWN TOP MILLET	4 lbs. 10 lbs.
	WHEAT	3 BU			

NOTES
1. CENTIPEDE SOD CAN BE USED AS PERMANENT COVER ANYTIME EXCEPT JUNE THROUGH OCTOBER.
2. LISTED IN ORDER OF PREFERENCE.
3. ALL PERMANENT GRASS PLANTINGS SHALL BE MULCHED.

Ds2-Ds4 NOTES:

Ds2
1. A TEMPORARY GRASSING OF ANNUAL RYEGRASS SHALL BE APPLIED AT A RATE OF 40 LBS PER ACRE TO DISTURBED AREAS WITHIN 14 DAYS OF DISTURBANCE. THE PROPOSED ANNUAL RYEGRASS SHALL BE APPLIED DURING THE MONTHS OF SEPTEMBER THRU DECEMBER.
2. A 6-12-12 FERTILIZER SHALL BE USED ON THE DISTURBED AREA OF Ds2 AND SHALL BE APPLIED AT A RATE OF 1500 LBS. PER AC.
3. AGRICULTURAL LIME IS REQUIRED UNLESS SOIL TESTS INDICATE OTHERWISE.

Ds3
1. A PERMANENT GRASSING OF UNHULLED COMMON BERMUDA SHALL BE APPLIED AT A RATE OF 10 LBS. PER ACRE DURING THE MONTHS OF SEPTEMBER THRU FEBRUARY. IF A HYDRAULIC SEEDER IS TO BE USED, REFER TO THE EROSION AND SEDIMENT CONTROL MANUAL FOR FURTHER DIRECTION ON THE METHOD OF APPLICATION.
2. A 6-12-12 FERTILIZER SHALL BE USED ON THE DISTURBED AREA OF Ds3 AND SHALL BE APPLIED AT RATE OF 1500 LBS. PER AC.
3. DRIED STRAW OR DRY HAY SHALL BE USED FOR MULCHING AND APPLIED AT A RATE OF 2 TONS PER ACRE. MULCH WILL BE SPREAD UNIFORMLY WITHIN 24 HOURS AFTER SEEDING. THE MULCH MAY BE SPREAD BY BLOWER-TYPE SPREADING EQUIPMENT, OTHER SPREADING EQUIPMENT OR BY HAND. MULCH SHALL BE APPLIED TO COVER 75% OF THE SOIL SURFACE.
4. AGRICULTURAL LIME IS REQUIRED AT A RATE OF 1 -2 TONS PER ACRE UNLESS SOIL TESTS INDICATE OTHERWISE.

Ds4
1. SOIL SURFACE IS BROUGHT TO FINAL GRADE AND CLEAR OF ANY TRASH, DEBRIS, AND CLODS LARGER THAN 1".
2. SOD SHOULD BE APPLIED TO SOIL SURFACE ONLY (NOT TO FROZEN OR GRAVEL TYPE SOILS). CUT AND INSTALLED WITHIN 36 HOURS OF DIGGING.
3. LIME & FERTILIZER SHOULD BE APPLIED BASED ON SOIL TESTS OR AT A RATE OF 1 - 2 TONS PER ACRE.
4. SOD SHOULD BE ANCHORED WITH PINS ON SLOPES STEEPER THAN 3:1
5. IRRIGATION SHOULD BE USED AS A SUPPLEMENT TO RAINFALL FOR A MIN OF 2 - 3 WEEKS
6. GRASS HEIGHT SHOULD NOT BE CUT LESS THAN 2" - 3" WHEN MOWING

SOD COVER

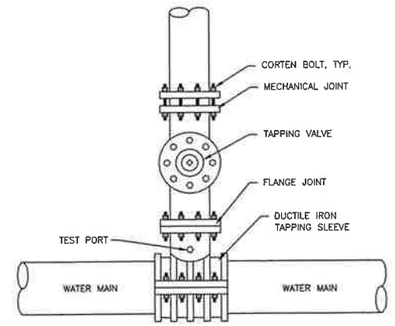
Ds4

GRASS	TEMPORARY VARIETIES	RESOURCE AREA	GROWING SEASON
BERMUDA	COMMON TIFWAY TIFGREEN TIFLAWN	M-L, P, C P, C P, C P, C	WARM WEATHER
CENTIPEDE	---	P, C	WARM WEATHER
ST. AUGUSTINE	COMMON BITTERBLUE RALEIGH	C	WARM WEATHER

NOTES:
1. STAGER ALL JOINTS
2. ANCHOR WITH PINS ON SLOPES STEEPER THAN 3:1
3. IRRIGATE SOD IMMEDIATELY AFTER INSTALLATION
4. RE-SOD AREAS WHERE AN ADEQUATE STAND IS NOT OBTAINED.
5. LIME SHOULD BE APPLIED BE APPLIED BASED ON SOIL TEST OR AT A RATE OF 1-2 TONS/ AC.
6. 10-10-10 FERTILIZER SHALL BE APPLIED TO THE SOIL PRIOR TO SOD PLACEMENT AT A RATE OF 1000lbs/AC DURING THE FALL.

FERTILIZER REQUIREMENTS FOR SOD

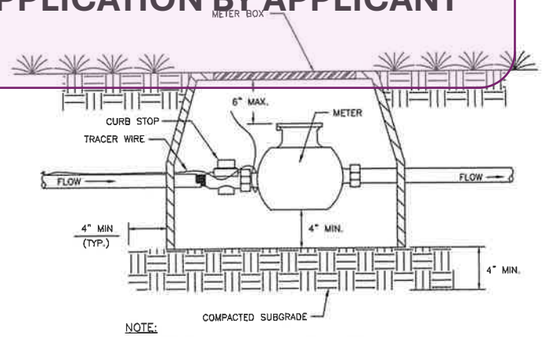
GRASS	PLANTING YEAR	FERTILIZER (N-P-K)	RATE lbs/ac	NITROGEN lbs/ac
COOL SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12-12 6-12-12 10-10-10	1500 1000 400	50-100 - 30
WARM SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12-12 6-12-12 10-10-10	1500 800 400	50-100 50-100 30



PLAN VIEW

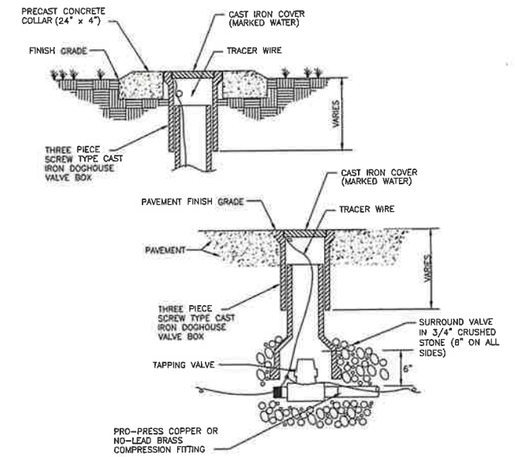
TYPICAL TAPPING SLEEVES & TAPPING VALVE

SUBMITTED AS PART OF APPLICATION BY APPLICANT



NOTE:
1. APPLICABLE TO EXISTING RESIDENTIAL SERVICES ONLY.
2. APPLICABLE TO 5/8", 3/4", AND 1" ONLY.
3. DETAIL FOR USE ONLY WHEN REPLACING AN EXISTING RESIDENTIAL WATER METER WITHOUT A BACKFLOW PREVENTER (REPLACE IN-KIND ONLY).
4. COPPER COATED STEEL TRACER WIRE.

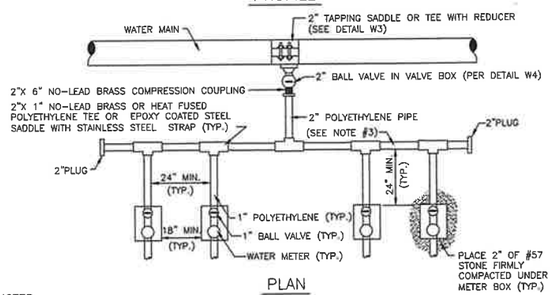
RESIDENTIAL WATER METER W/O BACKFLOW PREVENTER WITHIN GRASS OR LANDSCAPE AREAS



NOTES:
1. THIS DETAIL APPLIES TO VALVES IN WATER MAINS AND LATERALS.
2. IN UNPAVED AREAS, PROPERLY BED AND SET EDGE OF PRECAST CONCRETE COLLAR FLUSH WITH FINISHED GRADE. NO COLLAR REQUIRED IN PAVED AREAS, SET VALVE BOX FLUSH WITH PAVEMENT.
3. VALVE BOX SHALL NOT REST ON THE VALVE OR ON THE LINE.
4. CONNECT THE TRACER WIRE ON THE VALVE TO THE TRACER WIRE ON THE LINE WITH SPLICE CONNECTOR.

WATER VALVE AND VALVE BOX

PROFILE



PLAN

NOTES:
1. ALL METERS SHALL BE INSTALLED WITHIN CITY RIGHT OF WAY OR EASEMENT.
2. VALVE BOX PER DETAIL W4.
3. A 2" PIPE MAY BE USED FOR UP TO SIX (6) UNITS. 2" PIPE SHALL BE POLYETHYLENE.

MANIFOLD FOR MULTIPLE METER INSTALLATION

REVISIONS NO.	DATE	DESCRIPTION

MAUPIN engineering
OFFICE PHONE (912) 235 - 2915
114 WEST 42nd STREET • GENERAL@MAUPINENGINEERING.COM
SAVANNAH, GA 31401

EROSION CONTROL DETAILS
104 17th Street

LEVEL II E&S

GEORGIA REGISTERED 33758 PROFESSIONAL ENGINEER JAY A. MAUPIN

CERT.#21051 EXP:12/01/2024

STATUS: RELEASED FOR CONSTRUCTION

DRWN: JAM 7-25-2023
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NOT TO SCALE

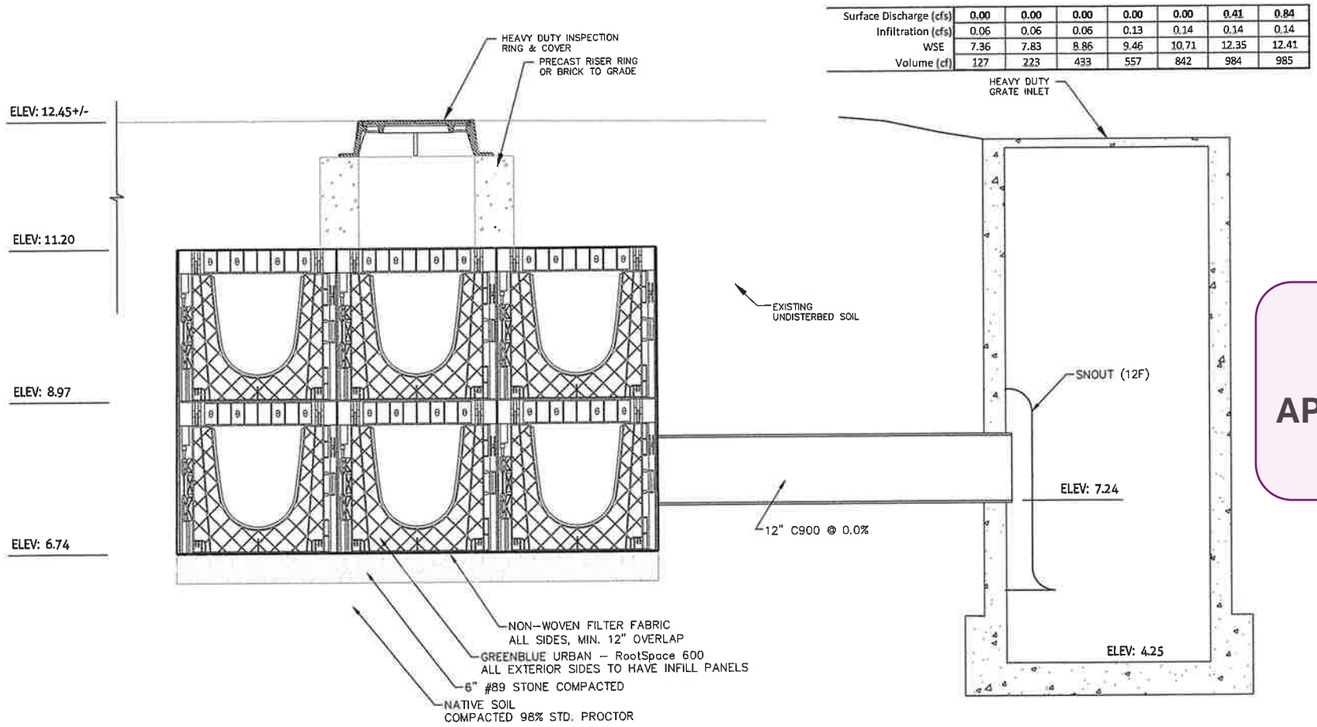
SHEET NO. C.6

238-22-03 PROJECT NO.

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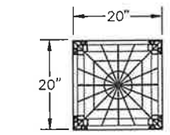
Item #8.

Surface Discharge (cfs)	0.00	0.00	0.00	0.00	0.00	0.41	0.84
Infiltration (cfs)	0.06	0.06	0.06	0.13	0.14	0.14	0.14
WSE	7.36	7.83	8.86	9.46	10.71	12.35	12.41
Volume (cf)	127	223	433	557	842	984	985

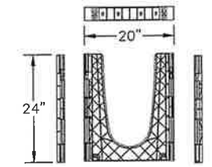


PERMEABLE PAVER DETAIL

SUBMITTED AS PART OF APPLICATION BY APPLICANT



RootSpace Lid
(Plan / Section View)



RootSpace 600 Wall
(Plan / Section View)

GREENBLUE UNDERGROUND PARTS DETAILS

REVISIONS
NO. | DATE | DESCRIPTION

MAUPIN tm
engineering
114 WEST 42nd STREET SAVANNAH, GA 31401
OFFICE PHONE (912) 235 - 2915
GENERAL@MAUPINENGINEERING.COM

EROSION CONTROL DETAILS
104 17th Street

LEVEL II E&S

GEORGIA REGISTERED No. 33758 PROFESSIONAL ENGINEER JEFF A. MAUPIN

CERT.#21061 EXP:12/01/2024

STATUS:
RELEASED FOR CONSTRUCTION

DRWN: JAM 7-25-2023
CHK'D: JAM DATE

NOT TO SCALE

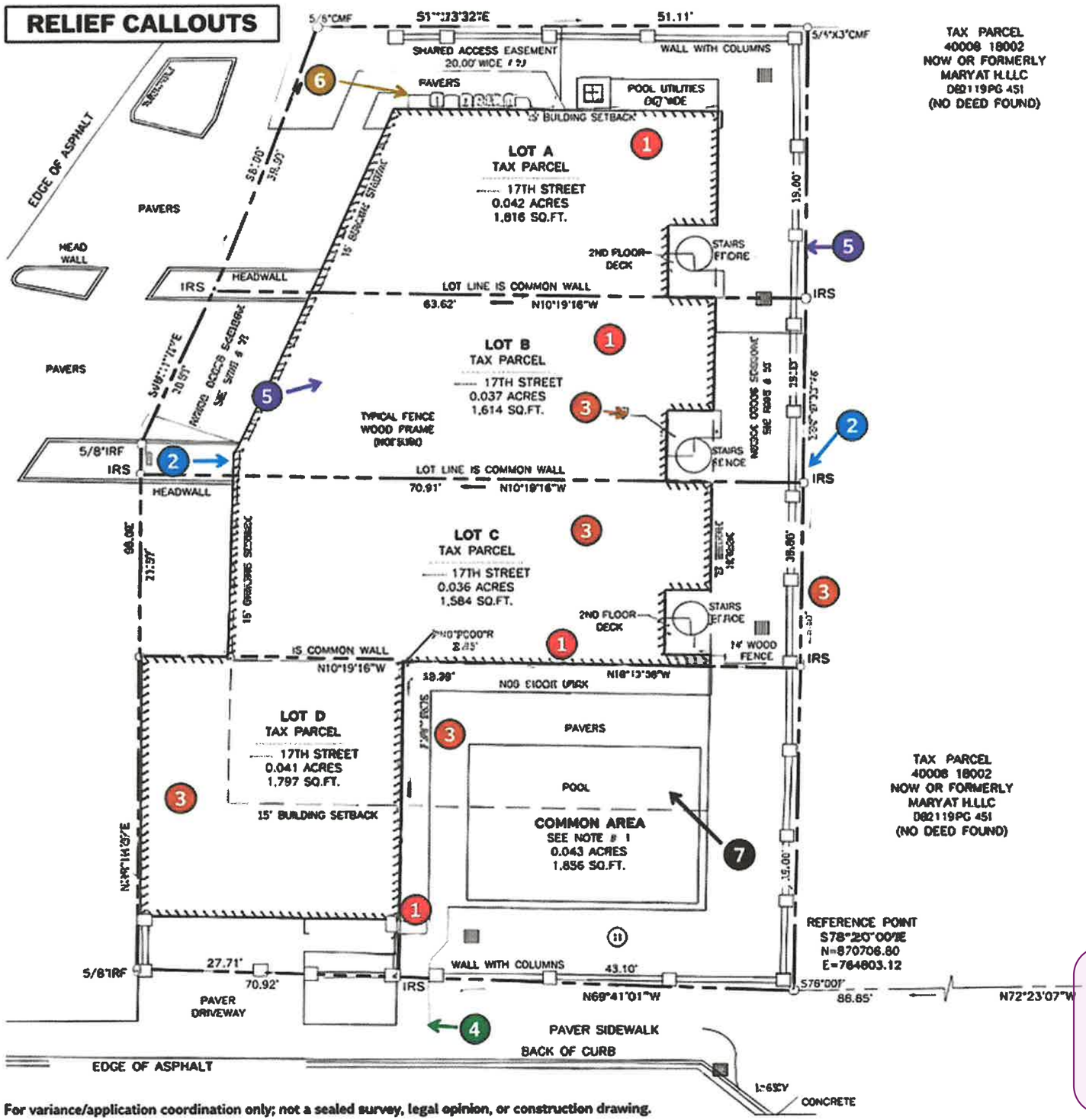
SHEET NO.
C.7

238-22-03
PROJECT NO.

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C-1(C) Single-Family Attached Variance Relief Exhibit

Base: uploaded Brewer Survey, major subdvision survey for Lots A-D / Common Area at 17th Street, Tybee Island. Exhibit is intended to show what the variance drawing should label; final dimensions should be supplied by the surveyor/architect.



For variance/application coordination only; not a sealed survey, legal opinion, or construction drawing.

Callout	What to label / request
1	Minimum lot area relief for each proposed C-1(C) single-family lot: 4,500 sf required; A 1,852 sf, B 1,514 sf, C 1,584 sf, D 1,197 sf.
2	Minimum subdvision lot width: 60 ft at building line. Dimension each l width at its building line and request relief for any width below 60 ft.
3	Yard setback relief: C-1(C) single-family requires 20 ft front, 10 ft rear, 10 ft side. Mark all 0-ft common-wall setbacks and all building/deck/stair/pad encroachments.
4	Parking: show two off-street spaces per dwelling unit, or include a parking variance request if the site cannot provide the required spaces
5	Access: label shared access easements/private drive, show widths, an confirm perpetual access to an open public street; request relief if the access width is deficient.
6	Greenspace: calculate 65% vegetated area within required setback ar If pavers/buildings/decks occupy required setback area, show/reques relief as needed.
7	Architectural/elevation items to verify: 35-ft maximum height; deck height over 1 ft above grade; single-family design standards. Not determinable from survey alone.

Drawing notes for final 11x17 submittal: Add a relief schedule on t side of the site plan. For each variance item, cite the LDC section, show the required dimension/area, show the proposed dimension/a and shade or cloud the physical area where relief is requested.

SUBMITTED AS PART OF APPLICATION BY APPLICANT

SUBMITTED AS PART OF APPLICATION BY APPLICANT

Variance Relief Schedule

Assumption used for this exhibit: the application treats proposed Lots A-D as four C-1(C) single-family residential lots. If staff treats the project as condominiums/townhomes/multifamily instead of four fee-simple single-family lots, the : tore, tne anarea analysis may change.

No.	Code topic	Requirement to show	Survey / proposal condition	Conclusion
1	**C-1(C) residential/single-family minimum lot area**	4,500 sf minimum lot area per single-family lot.	Lot A 1,852 sf; Lot B 1,514 sf; Lot C 1,584 sf; Lot D 1,197 sf.	Nonconforming as to lot area for each lot. Request lot-area variance/relief for A-D.
2	**Subdivision lot width**	60 ft minimum lot width at the building line for lots established within subdivisions.	The survey does not label a lot-width-at-building-line dimension for each proposed lot. Several visible lot dimensions are below 60 ft.	Dimension each lot width at the building line Request relief for each lot below 60 ft.
3	**C-1(C) front yard**	20 ft front yard setback for C-1(C).	Survey shows proposed lot lines, existing building/decks/stairs, and setback callouts; final front orientation should be confirmed by surveyor/staff.	Show 20-ft required front setback for each lot proposed actual setback. Request relief anyw actual is less than 20 ft.
4	**C-1(C) side/rear yards**	10 ft side yard and 10 ft rear yard setbacks for C-1(C).	Survey labels multiple boundaries as lot line is common wall and shows building/decks/stair elements at or very near proposed lot lines.	Request relief to 0 ft along common-wall lines any structure/deck/stair/pad encroachments required 10-ft yards.
5	**Raised decks / stairs**	Decks/walkways/patios over 1 ft above adjacent grade must meet front, side, and rear setbacks.	Survey labels second-floor decks and spiral stairs at proposed lot lines.	Include decks/stairs in the setback-relief exhi not just building walls.
6	**Parking**	At least two off-street parking spaces per dwelling unit.	For four single-family dwelling units, baseline requirement is 8 off-street spaces. Survey does not clearly dimension/count compliant spaces.	Show 8 compliant spaces and aisle dimension parking variance to the request.
7	**Access**	Lots/structures must abut an open public street or have permanent access to an open public street; access easement generally must be 20 ft unless a lesser easement was already of record. Subdivision rules apply and single-family lots attached to abutting a public street to be served by a perpetual privately maintained drive.	Survey shows shared access easements for Lots/Units A-D and adjacent to A-C, but the final plan should dimension widths and identify recordation/perpetual rights.	Potential issue. Dimension and document acc request relief only if staff finds width or access method deficient.
8	**Greenspace within required setback area**	65% of required setback area must remain vegetated; calculation is based on required setback area even if a setback variance is granted.	Survey shows pavers, pool, building/decks, and other improvements within areas that may be required setbacks.	Compute required setback area and vegetate Request greenspace relief if below 65%.
9	**Height / architectural standards**	C-1(C) max structure height is 35 ft; single-family lots may assign requirements such as minimum horizontal dimension.	Survey does not provide building height or elevations.	Not determinable from survey. Add elevations/renderings; request height relief only if over 35 ft.
10	**Use approval**	Single-family dwellings are allowed in C-1 after site plan approval.	Proposed use described as residential/ single-family.	No use variance appears necessary for single-family use itself, but site plan approval is required.

Final plan checklist: lot boundaries and dimensions; building/setback lines; actual setbacks to walls/decks/stairs/pads; lot-area table; lot-width-at-building-line table; parking count dimensions; access easement widths; greenspace calculation; architectural elevations if height/deck relief is involved.

For variance/application coordination only; not a sealed survey, legal opinion, or construction drawing.

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

FW: multifamily construction

Inbox × Harris Martin Emails. ×

George Shaw <gshaw@cityoftybee.gov>
to me, Lisa

Fri, Oct 13, 2023, 11:10 AM

Walt,

The townhouse project also needs a commercial general contractor.

George

From: Gregori Anderson <gsanderson@chathamcounty.org>
Sent: Friday, October 13, 2023 10:50 AM
To: George Shaw <gshaw@cityoftybee.gov>
Subject: RE: multifamily construction

George;

Multifamily construction is considered commercial by the code and Secretary of State. Therefore, the general contractor must be licensed for commercial work.

Gregori

From: George Shaw <gshaw@cityoftybee.gov>
Sent: Friday, October 13, 2023 8:46 AM
To: Gregori Anderson <gsanderson@chathamcounty.org>
Subject: multifamily construction

CAUTION: This email originated from outside of Chatham County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gregori,

If someone is building a multifamily building do they need a commercial contractor or can any general contractor do the work.

George

CAUTION: This email has been sent from the government of Chatham County Georgia. Please disregard and delete this message if you are not the intended recipient.

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

On Oct 24, 2023, at 10:42 AM, George Shaw <gshaw@cityoftybee.gov> wrote:

Walt,

As I mentioned, nothing like this has been proposed since I have been with the City so I am trying to make sure we handle this correctly. As soon as I understand what procedure, if any, needs to be followed I will let you know.
So we are clear, your intention is to create PINs within the walls of the units, not to extend property lines out into the open space?

George

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

City of Tybee Island

Community Development Department
Planning and Zoning

Certificate of Occupancy

Permit #: **P2023-0517** CO #: **CO2026-0006** Date: **5/7/2026**

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

Property Address: **104 17TH STREET – UNIT A**

This certificate is issued for: **NEW RESIDENTIAL**

This certificate is issued to: **WALTER FREEMAN**
1801 CHATHAM AVE
TYBEE ISLAND, GA 31328

Community Development Director

P.O. Box 2749 * 403 Butler Avenue, Tybee Island, Georgia 31328
Phone (912) 472-5031 * Fax: (912) 786-9539 * www.cityoftybee.org

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

City of Tybee Island

Community Development Department
Planning and Zoning

Certificate of Occupancy

Permit #: **P2023-0517** CO #: **CO2026-0007** Date: **5/7/2026**

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

Property Address: **104 17TH STREET – UNIT B**

This certificate is issued for: **NEW RESIDENTIAL**

This certificate is issued to: **WALTER FREEMAN**
1801 CHATHAM AVE
TYBEE ISLAND, GA 31328

Community Development Director

P.O. Box 2749 * 403 Butler Avenue, Tybee Island, Georgia 31328
Phone (912) 472-5031 * Fax: (912) 786-9539 * www.cityoftybee.org

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

City of Tybee Island

Community Development Department
Planning and Zoning

Certificate of Occupancy

Permit #: **P2023-0517** CO #: **CO2026-0008** Date: **5/7/2026**

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

Property Address: **104 17TH STREET – UNIT C**

This certificate is issued for: **NEW RESIDENTIAL**

This certificate is issued to: **WALTER FREEMAN**
1801 CHATHAM AVE
TYBEE ISLAND, GA 31328

Community Development Director

P.O. Box 2749 * 403 Butler Avenue, Tybee Island, Georgia 31328
Phone (912) 472-5031 * Fax: (912) 786-9539 * www.cityoftybee.org

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

City of Tybee Island

Community Development Department
Planning and Zoning

Certificate of Occupancy

Permit #: **P2023-0517** CO #: **CO2026-0009** Date: **5/7/2026**

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

Property Address: **104 17TH STREET – UNIT D**

This certificate is issued for: **NEW RESIDENTIAL**

This certificate is issued to: **WALTER FREEMAN**
1801 CHATHAM AVE
TYBEE ISLAND, GA 31328

Community Development Director

P.O. Box 2749 * 403 Butler Avenue, Tybee Island, Georgia 31328
Phone (912) 472-5031 * Fax: (912) 786-9539 * www.cityoftybee.org

CERTIFICATE OF OCCUPANCY REQUIREMENTS

As Applicable

Permit # P2023-0517

Job Address 104 17th St.

Job Name Freeman

Owner/Contractor

___ Post house number (and unit numbers if applicable)

✓ Energy Code Compliance Certificate (4)

✓ Pass ALL Final Building Inspections

NA Life Safety Final (multi-family and commercial projects)

NA Elevation Certificate, Finished Construction

✓ As-built Survey

✓ Height Certification (can be noted on the as-built survey)

✓ Drainage Compliance Certification from Project Engineer

NA Non-Conversion Agreement Recorded with Clerk of Superior Court of Chatham County

NA Breakaway Wall Certificate (V-Zone only)

✓ Mitigation of any Trees removed prior to and during construction

✓ Payment of outstanding fees

City of Tybee Island

City staff will coordinate these items when the needed documents from the list above have been submitted. Please do not contact the engineer or director directly.

___ Drainage Certification from the City's Consulting Engineer (if required)

PPL Drainage Certification from the City Engineer/Director of Infrastructure (if required) (4 PONDS WATER IN GUTTER PER PLAN)

NA Flood Compliance Inspection from Floodplain Administrator (if required)

PPL Site Final Inspection from Community Development Director

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

Item #8.

WF0000000000007

SUBMITTED AS PART OF
APPLICATION BY APPLICANT
8/13/2026

Gmail

Please Reconsider Adding me the Next Planning Commission Meeting

walt freeman <walterjfreeman@gmail.com> Wed, Jun 10, 2026 at 2:44 PM
To: Patricia Sinel <patricia.sinel@cityoftybee.gov>
Cc: Bret Bell <bret.bell@cityoftybee.gov>

Hi Patricia,

I wanted to respectfully ask that you reconsider placing my application on the earlier Planning Commission agenda. The below email lays out why you should allow this and support it.

I understand that I am not in a position to set the agenda, and that was never my intent. I was trying to make sure everything was ready in the event this matter could be heard sooner. The public notice has already been issued, and the neighboring property owners within 250 feet have already been mailed notice.

I am asking for reconsideration because the attached email correspondence shows, in chronological order, that this project was reviewed, discussed, approved, permitted, financed, and built as single-family attached townhomes — not as a condominium or multifamily commercial building.

On October 13, 2023, George Shaw first asked Gregori Anderson whether a multifamily building would require a commercial contractor. George wrote:

> "If someone is building a multifamily building do they need a commercial contractor or can any general contractor do the work."

Gregori Anderson responded:

> "Multifamily construction is considered commercial by the code and Secretary of State. Therefore, the general contractor must be licensed for commercial work."

George then forwarded that information to me and stated:

> "Walt,
> The townhouse project also needs a commercial general contractor."

At that point, the issue was clear: if this project was being treated as a condominium or multifamily commercial structure, then it would require a commercial contractor's license. That was not how this project had been presented, I did not use a Commercial Contractor and the building was designed, financed, or intended to be built as single family attached not condos, The project was intended to be four single-family attached townhomes, each on its own separate PIN, lot line,. with separate utilities and the ability to be sold individually.

I then clarified the project details in writing to Mr. Anderson. I wrote:

> "What I am building is 4 Townhomes that will have 4 separate Electric Meters, 4 separate Water Meters and Will Each Be on their own PIN. There are no common entrances. The units only Share a Connecting wall/Firewall and are side by side."

After receiving that clarification, **Gregori Anderson who is the Tybee Plans Examiner at the County** responded and explained when the IRC would apply. He wrote:

> "The Residential Code, IRC is applicable for structures up to duplexes and townhouses under four stories. Structures beyond that scope are referred to the Building Code, IBC. **If the structures are**

located on separate lots, with a lot line that runs between each unit and fire wall, the structures are considered single family dwellings attached. In that case, the IRC is applicable."

That statement is extremely important. Mr. Anderson specifically tied the single-family attached classification to the same facts I had provided: separate lots, lot lines between the units, and firewalls between each unit. I then confirmed those facts again in writing:

> "They are townhomes and will have a lot line running between them.
> So we are good to go is what you are saying?
>
> "

So, from the email chain, the progression is clear. The City and Chatham County first identified that a multifamily or condominium-style building would be treated as commercial and would require a commercial general contractor which I was not using and did not apply with. Mack Kitchens applied for the Permit with a Residential Contractors license and thus the reason for original denial of issuance by the city. **I then clarified based on the attached emails that the project was not intended to be that type of building. I explained that it was four townhomes, with separate meters, separate PINs, no common entrances, shared firewalls, and lot lines between the units. Mr. Anderson then confirmed that if the structures were located on separate lots, with a lot line between each unit and firewall, they would be considered single-family dwellings attached and the IRC would apply.**

That is the basis on which the project proceeded.

Where I believe the process broke down is that the City understood the project to be single-family attached, but I was not directed at that time to submit the major subdivision documentation necessary to formally create the separate lots/PINs before or during the approval and permitting process. Had I been told by the Planning and Zoning Administrator that a major subdivision application was required in order to match the approved single-family attached layout, I would have filed that documentation at that time.

Instead, I proceeded in reliance on the City's review and approval. I secured a building permit from the City of Tybee, paid substantial permitting and related fees, obtained construction financing based on the single-family attached drawings, and spent millions of dollars constructing the project. The building has now been built consistent with what was discussed, built and Passed Inspections based on and approved: single-family attached townhomes with separate utilities, separate PINs/lots contemplated, shared firewalls, and the ability for each unit to be sold individually. I have a vested right to the Single Family townhomes and the City needs to help make that what was intended to be built.

This now has to be cleaned up for deed and title purposes so the project can be converted from a construction loan into long-term financing. Time is critical. The continued delay places me in a serious financial bind, because the project was financed and built based on the single-family attached structure that the City and reviewing officials recognized in the attached emails.

I do not believe this situation is your fault personally. However, I do believe the emails make it very clear that everyone involved understood what this project was, and that the only reason it was able to proceed without being treated as a commercial multifamily/condominium structure was because it was reviewed and understood as single-family attached townhomes with separate lots/PINs and lot lines between the units.

For those reasons, I am respectfully asking that you reconsider placing this matter on the earlier Planning Commission agenda. The public notice has already been issued, the required neighboring property owners within 250 feet have already been mailed, and the attached documentation should provide a clear record of why this matter needs to be heard as soon as possible.

Thank you for your time and consideration.

Sincerely,
Walt Freeman

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

4 attachments



Email Stating these are Single Family Attached .png
224K



Cant build Building beause it would be commerical .png
351K



Email With Chatham County Plans Examier And George Shaw.png
254K

Public Notice Proof.pdf
2062K

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

Licensee Information

FIRST NAME	MIDDLE	LAST NAME	ADDRESS
Mack	Howard	Kitchens	Tybee Island GA 31328

FILE A COMPLAINT

Primary Source License Information

LICENSE NUMBER	PROFESSION	LICENSE TYPE
RBQA000590	Residential & Commercial General Contractors	Residential Basic Qualifying Agent
SUB TYPE	**OBTAINED BY**	**STATUS**
-	Application/Exam Exempt	Lapsed - Late Renewal Period
ISSUED	**EXPIRES**	**LAST RENEWAL DATE**
04/27/2008	06/30/2026	07/04/2024

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

Patricia Sinel <patricia.sinel@cityofcybee.gov> Wed, Jun 10, 3:35 PM

to me, Bret

Walt:

I cannot add a case after I establish the agenda. The agenda and subsequent public hearing notices are determined and created by the city, not the applicant. Only complete applications are noticed and the city sent in the public hearing notice on June 2, 2026 for publication on June 5, 2026 which meets the notice requirements.

On October 24, 2023, you told George you were going the condo route. In an earlier email, you told George this project was “apartments/townhomes).

Thank you,

Patricia

•••

One attachment • Scanned by Gmail ⓘ Add to Drive

RE_ meeting.pdf



walt freeman <walterjfreeman@gmail.com> Wed, Jun 10, 5:20 PM

to Patricia, Bret

Hey Patricia

These emails Do not Say I want to build condos. I'm not aware of any emails that say that I want to build condos and no where do I use the word Condo to or from George or the Person that the City and I Relied on to tell them what I was building and what I was allowed to build which was Single Family Attached TownHomes.

Thank you for Putting be on the July Agenda.

SUBMITTED AS PART OF APPLICATION BY APPLICANT 8/13/2026

considered structures under this section and, as such, are governed by the same setback requirements as other structures under this Land Development Code.

Townhouses means a residential structure containing three or more attached single-family units designed as a single structure having common or party walls. Each unit shall have its own front door which opens to the outdoors, but, without access between adjoining units.

From: George Shaw
To: walt freeman
Subject: RE: meeting
Date: Tuesday, October 24, 2023 1:01:00 PM

Thank you Walt. That is what I needed to know. There is no role for the City in this type of action.

From: walt freeman <walterjfreeman@gmail.com>
Sent: Tuesday, October 24, 2023 12:15 PM
To: George Shaw <gshaw@cityoftybee.gov>
Subject: Re: meeting

Hey George

What i am doing is not creating a subdivision like tybee code states. It's not a major or minor subdivision.

I'm dividing the spaces, there is a fire wall and there will be a deed and a PIN number for each units. It is a single family attached property.

There are dozens of examples of this on Tybee

101 Butler ave would be a good townhome example.

Everyone is in such a tizzy over someone using a property on tybee and savannah like they are legally allowed to.

Everyone is confused because legal defining terms are being improperly used. Words like multi family and commercial are being used like a weapon of wrong when they aren't what i'm doing simply because of a lack of knowledge from those using them.

Walt

Similiar to a condo in that there is essential

> On Oct 24, 2023, at 10:42 AM, George Shaw <gshaw@cityoftybee.gov> wrote:
>
> Walt,
>
> As I mentioned, nothing like this has been proposed since I have been with the City so I am trying to make sure we handle this correctly. As soon as I understand what procedure, if any, needs to be followed I will let you know.
> So we are clear, your intention is to create PINs within the walls of the units, not to extend property lines out into the open space?
>
> George

From: walt freeman <walterjfreeman@gmail.com>
Sent: Tuesday, October 24, 2023 9:16 AM
To: George Shaw <gshaw@cityoftybee.gov>
Subject: Re: meeting

What i'm doing requires no council approval.

Creating separate pins in a project like mine is similar to a condo project.

Council approval not city approval is required.

I'm doing all i can to be patient but the things that you and others are doing is beyond legal and have crossed the line of being what cities can legally allowed to do.

Walt

On Oct 24, 2023, at 9:08 AM, George Shaw <gshaw@cityoftybee.gov> wrote:

Your plans are with the county.

From: walt freeman <walterjfreeman@gmail.com>
Sent: Tuesday, October 24, 2023 9:03 AM
To: George Shaw <gshaw@cityoftybee.gov>
Subject: Re: meeting

Also

I want to make sure that when you say go back to council that you aren't holding up my building plans and that they have been submitted to the county for approval ?

Thanks
Walt

On Oct 24, 2023, at 9:01 AM, walt freeman <walterjfreeman@gmail.com> wrote:

Hey George

Not sure what you mean by Subdivision approval.

Can you send me the Links on that to the code you are talking about ?

Thanks
Walt

On Oct 24, 2023, at 8:43 AM, George Shaw <gshaw@cityoftybee.gov> wrote:

Walt,

I been discussing this issue with Tracy, our attorney. She says that this curb issue need to go back for site plan approval since it wasn't on the original plan and should have council approval.
Also she mentioned that you will have to go through subdivision approval to create the four separate units.
I can still set up a meeting with staff if you wish but since council will have to vote on the issue when it comes before them they shouldn't attend the meeting.

George

From: walt freeman <walterjfreeman@gmail.com>
Sent: Tuesday, October 24, 2023 8:30 AM
To: George Shaw <gshaw@cityoftybee.gov>
Subject: Re: meeting

George

Shirley mentioned the meeting. How about You, the city manager and the main street folks and any council woman or man that wants to join ?

thanks

On Oct 24, 2023, at 8:10 AM, George Shaw <gshaw@cityoftybee.gov> wrote:

Walt,

We have city council Thursday so folks will be preparing in the afternoon. I can check on a morning meeting. Who would you like to attend.

George

From: walt freeman <walterjfreeman@gmail.com>
Sent: Monday, October 23, 2023 6:42 PM
To: George Shaw <gshaw@cityoftybee.gov>
Subject: Re: meeting

Hi George

Yes sir, that would be great. I'm hoping everyone can take a look at this and come up with a way to give us 3 extra inches so that we can have a real curb at the street so that people aren't parking on the sidewalks and grass. It seems like a lot of money and effort and fixing a problem to not give it my best shot to convince yall to do this with me.

Can we do Thursday either in the morning or afternoon?

Let me know what works best for y'all?

Thanks
Walt

On Mon, Oct 23, 2023 at 1:29 PM George Shaw <gshaw@cityoftybee.gov> wrote:

> Walt,
>
> Michelle says you have requested a meeting with staff and asked me to set it up. When would you like to meet and who would you like to attend?
>
> George

File Attachments for Item:

9. Fire Rescue Knox Box Program Agreement

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: September 10, 2026
Re: Fire Rescue Knox Box Program Agreement

Title
Fire Rescue Knox Box Program Agreement

Action
Approval of Authorization Agreement with The Knox Company to institute a Knox Box program on Tybee Island. Further request that the Mayor be authorized to execute the agreement and any related documents after approval as to form by legal counsel.

Background
Tybee Island Fire Rescue routinely encounters locked commercial and multi-occupancy buildings during fire, medical, and alarm responses. Forcible entry delays patient care and fire attack, increases property damage, and can leave businesses unable to reopen until doors, glass, or hardware are repaired.

A Knox Box is a high-security key vault mounted on the exterior of a building. The property owner places building keys, access cards, or gate codes inside the box. Only the Fire Department holds the master key assigned to Tybee Island. On arrival, crews open the box, gain rapid access, and secure the building when the incident is complete.

Facts and Findings
1. The Knox system is the nationally recognized standard for fire department rapid-entry programs. Boxes are keyed to a jurisdiction-specific master key that is not sold to the public and is issued only to the authorized fire department.
2. Under the program, participating businesses purchase the Knox Box of their choice (typically a commercial wall-mount unit) through The Knox Company. Installation and the building keys placed in the box remain the property owner's responsibility.
3. Tybee Island Fire Rescue would receive and maintain custody of Knox master key(s) unique to Tybee Island. Keys would be controlled under department policy (inventory, assignment to apparatus/officers, and restricted access) to protect building owners and the integrity of the system.
4. Benefits include faster entry on working fires and medical calls, reduced forcible-entry damage, fewer after-hours locksmith or owner-callback delays on automatic alarms, and improved access for gated properties and after-hours occupancies common on the island.

5. The authorization agreement is the prerequisite for Knox to accept orders coded to Tybee Island. Without it, businesses cannot purchase boxes registered to this department's keyway.
6. Participation by private businesses would be voluntary. This action authorizes the program and the key agreement only; it does not impose a mandate on existing businesses.

Funding

The Knox Authorization Agreement itself does not require a City appropriation. Private businesses and property owners purchase boxes directly from The Knox Company at their own expense.

Alternatives

1. Approval of Knox Authorization Agreement and authorize the Mayor to execute the agreement and any related documents after approval as to form by legal counsel, allowing Tybee Island Fire Rescue to institute a voluntary Knox Box program for local businesses and property owners.
2. Do not enter the agreement at this time and continue current forcible-entry and owner-callback practices.

Recommendation

That Council adopts Alternative 1.

KNOX PROGRAM REGISTRATION FORM

PROGRAM REGISTRATION

Completion of this form provides the Knox Company with the information required to complete your rapid access program's registration process. A system code and a restricted lock code will be assigned to your department/agency.

Preprinted authorization forms with your department/agency name and system code will be provided to assist with implementing your rapid access program. In addition, outreach and resource materials are available for ordering at no charge.

Change Notice

Changes in authorized signatures must be submitted to the Knox Company using the change request form, or a letter on your department/agency's official letterhead with an authorized signature.

Statement of Authority

An authorized signature on this form denotes the person(s) listed are authorized to order products (i.e. Master Keys, Key Vaults, etc.) from the Knox Company; and that the Knox Company may accept the authorized signatures on this form and rely on their accuracy when fulfilling orders submitted by your agency/department.

PROGRAM OPTIONS

☐ **eLock System Products - ONLY** ☐ **Mechanical Products - ONLY** ☐ **eLock and Mechanical Products**

Department/Agency Name:		Date:
Street Address:		Phone: ( )
Mailing Address:		Fax: ( )
City:	County:	Size of Population:
State:	Zip Code:	Email:
Keys can be shipped prior to product shipping: Yes ☐ No ☐		Signature:

KNOX PROGRAM COORDINATOR

All correspondence and materials will be sent to your department/agency's Knox Program Coordinator.

Name:	Title:
Email:	Phone: ( )

KNOX SYSTEM SHARED

Are you requesting a shared rapid access system with a currently registered department/agency? Yes ☐ No ☐

If yes, what is the name of the departments/agencies? _____

If sharing a keyway, a signed letter from the fire department that it is being shared with is also required.

PROGRAMS AVAILABLE FOR REGISTRATION (Check all that apply)

ORDERING OPTIONS

Express Ordering: With Express Ordering, customers within a department/agency's defined jurisdiction may purchase Knox products, keyed to that department/agency's system code without providing notice or securing pre-approval.

eApproval Ordering: eApproval Ordering allows departments/agencies to review and approve (or deny) products selected by property owners prior to purchase to confirm that products should be keyed to the assigned system code. Once approved, customers then return to the Knox website to complete their transaction.

Program:	Express Ordering:	eApproval Ordering:
☐ **Boxes** (This is a required field)	☐	☐
☐ **HomeBox***	☒	N/A
☐ **FDC***	☒	N/A

***FDC and HomeBox programs are only offered as Express Ordering**

FDC SPECIFICATIONS

Knox may require your thread specifications and a male/female thread sample to confirm the correct fit. Sample will be returned upon request.

Our department uses National Hose (NH) thread: Yes ☐ No ☐
(Formerly called National Standard Thread – NST)

If No, please specify thread size: OD (Outside Diameter) X TPI (Threads Per Inch)
(OD X TPI)

KNOX SYSTEM REQUIREMENTS

Please order the exact number of Knox Mechanical Master Keys and/or Knox FDC Wrenches that your department/agency anticipates needing to provide an adequate inventory. With an authorized signature, additional keys or wrenches can be ordered any time at no charge.

Number of Master Keys Required: _____
Number of Knox FDC Wrenches Required: _____
Remember to include in your total any FDC Wrenches required by your automatic/mutual aid departments.

AUTHORIZED SIGNATURES

Authorized signatures are required to order additional Knox Master Keys or Knox FDC Wrenches, delete or add names/authorized signatures, or to request an installation address list.

PRINT NAME AND TITLE	AUTHORIZED SIGNATURE

KNOX® When seconds matter®

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KNOX PROGRAM REGISTRATION FORM

BUSINESS ENTITY			
Please select one:	☐ Federal	☐ State	☐ Local
☐ Canadian Government	☐ Commercial	☐ Tribal Government	☐ Other: _____

BUSINESS REQUIREMENTS		
Are you tax exempt?		
☐ Yes (please fax or email to Knox, fax: (623) 689-2309 email: tax@knoxbox.com)		☐ No
Do you require a purchase order?		
☐ Yes, hard copy (please send to Knox)	☐ PO# ONLY	
☐ No, Knox requires you to sign a sales quote for all orders $750.00 and above before an order can be processed		
New York and New Jersey Customers ONLY. Do you require a voucher?		
☐ Yes, original voucher with Knox Claimant's original signature (returned)	☐ Yes, fax or email voucher with Knox Claimant's original signature	
☐ Yes, fax or email with Knox Claimant's signature	☐ No voucher required	
How do you want to receive your invoice?		
☐ Email (provide email if different from A/P):		
☐ Mail (provide address if different from A/P):		

ACCOUNTS PAYABLE CONTACT			
First and Last Name:			
Phone: ( )	Fax: ( )	Email:	
Company Name:			
Address:	City:	State:	Zip Code:

TERMS AND CONDITIONS OF USE

In order for the Knox Company to maintain integrity of the Knox System, Knox requires that all persons who use Knox Master Keys be bound by the following "Terms and Conditions of Use." Therefore, each person signing the reverse side of this sheet agrees that:

a. All Knox Master Keys delivered to the department/agency shall remain the sole and exclusive property of the Knox Company, and may only be used in accordance with these Terms and Conditions of Use.
b. The Knox Master Key is a security device and access to the Knox Master Key must be controlled within the department/agency. The person(s) signing this form are authorized signatories for the Knox Rapid Access System and are authorized to request that Knox provide Master Keys to the department/agency. Such persons should make every reasonable effort to protect against improper use or loss of Knox Master Keys. Knox shall not be liable for any improper use of the Knox Master Keys or any damages resulting therefrom.
c. Department personnel should not release the Knox Master Key to any unauthorized person or department/agency. Signatories shall notify users of these Terms and Conditions of Use.
d. It is recommended that all Knox Master Keys be kept in a secure place and maintained in good condition.
e. If a department/agency wishes to discontinue the Knox Rapid Access System, all Knox Master Keys shall be returned to the Knox Company.
f. Notification must be given by the department/agency of loss, theft, damage or destruction to any Knox Master Key in a timely manner, in order that records may be kept accurately for the total number of Knox Master Keys distributed to the department/agency and to allow Knox an opportunity to take whatever steps it deems necessary to protect the Knox Rapid Access System.
g. Knox Master Keys may not be duplicated or altered in any way. The Key Codes associated with Knox Master Keys and KeyWays remain the exclusive property of the Knox Company.
h. Knox Master Keys are provided solely for authorized use with the Knox Rapid Access System. No other use of the keys or their associated codes is authorized or permitted.
i. Knox Master Keys and their associated codes may be used only with product manufactured by the Knox Company. Use with any other products is prohibited.
j. Tampering with or altering key codes in Knox Products without expressed authorization from the Knox Company is prohibited.
k. Department/agency shall not provide Knox installation database access to any non fire department or law enforcement personnel, unless required by law.
l. These Terms and Conditions of Use are defined to help ensure the dependability of the Knox Rapid Access System over its lengthy expected life. Failure to comply with these Terms and Conditions of Use may result in a system more vulnerable to misuse, both intentional and unintentional. Therefore, the Knox Company reserves its rights to cancel the respective Knox Rapid Access System registration and support, which include the efforts required to maintain and control the registered key code/section for the department/agency.
m. The undersigned, being duly authorized representative of the company/department/agency named above, agrees that I am authorized to sign on behalf of the company/department/agency, bind the company/department/agency to legal obligations, including payment for all orders, and that the information provided herein is accurate and correct.
o. Terms are Net 30. Past due balances may be assessed a finance charge of 1.5% per month. Customer accepts liability for all collection fees and court cost related to collection of delinquent accounts. All payments must be in U.S. Dollars only. In the event any balance is past due, this may result in a delay of any further products being sold to the Purchaser until account is paid in full. We do accept Check, Money Order, Visa, Mastercard, American Express, Discover and ACH.

KNOX®
When seconds matter®

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KNOX
When seconds matter
1601 W.Deer Valley Road Phoenix, Az 85027 Tel: 623-687-2300 Fax: 623-687-2290 Email: info@knoxbox.com

CUSTOMER INFORMATION FORM

BUSINESS CONTACT INFORMATION			
Business name:			
DBA name (if applicable):			
Phone:	Fax:	E-mail:	
Address:			
City:		State:	ZIP Code:

BUSINESS ENTITY			
U.S Government please select ➡	Federal ◯	State ◯	Local ◯
Canadian Government ◯	Commercial ◯	Native American ◯	Other:

BUSINESS REQUIREMENTS	
Are you tax exempt?	
◯ Yes (please fax or email to Knox above)	◯ No
Do you require PO?	
◯ Yes, hard copy (please send to Knox)	◯ PO# ONLY
◯ NO, Knox requires you to sign a sales quote for all orders $750.00 and above before an order can be processed	
New York and New Jersey Customers ONLY !!! Do you require voucher?	
◯ Yes, original with original claimant's signature	◯ Yes, fax or email copy with claimant's original signature
◯ Yes, fax or email with Claimant's signature	◯ No voucher required at all
How do you want to receive your invoice?	
◯ Email (provide email if different from A/P) :	
◯ Mail (provide address if different from A/P) :	

PURCHASING CONTACT		
First and Last Name:		
Phone:	Fax:	E-mail:

ACCOUNTS PAYABLE CONTACT			
First and Last Name:			
Phone:	Fax:	E-mail:	
Company name:			
Address:		State:	ZIP Code:

The undersigned, being duly authorized representative of the company named above, agrees that I am authorized to sign on behalf of the company, and all information given is accurate and correct. Terms are Net 30 – past due balances will be assessed a finance charge of 1.5% per month. Customer accepts liability for all collection fees and court cost related to collection of delinquent accounts. All payments must be in U.S. Dollars only. In the event any balance is not paid when due, may result in a delay of any further products being sold to the Purchaser until account is paid in full. We do accept Check, Money Order, Visa, Mastercard, AmericanExpress, Discover and ACH.

First and Last Name:	Title:	
Signature:	Date:	

File Attachments for Item:

10. Wholesale Account Agreement for Electrolyte Drink Mix

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: September 10, 2026
Re: Wholesale Account Agreement for Electrolyte Drink Mix

Title
Wholesale Account Agreement for Electrolyte Drink Mix

Action
Approval of wholesale account agreement with LMNT (Drink LMNT / Elemental Labs) to allow the bulk purchase at discount rate of electrolyte mixing powder to meet the hydration needs of City employees.

Background
The City of Tybee Island's Sustainability Plan discourages the procurement of single-use plastic bottles of water and other drinks for City employees. As part of this strategy, workers have been issued reusable bottles that are filled from water coolers and containers in City facilities and vehicles.

City employees who work outdoors — including Fire Rescue, Police Department, Ocean Rescue / beach operations, Public Works, Water and Sewer, and other field staff — regularly face heat, humidity, and prolonged physical work. Maintaining hydration with water alone does not replace sodium and other electrolytes lost through sweat. Heat-related illness, cramping, and fatigue are operational and safety concerns during peak season and storm response.

LMNT (Drink LMNT) is a U.S. electrolyte company that makes a zero-sugar drink mix. Each serving is formulated with 1,000 mg sodium, 200 mg potassium, and 60 mg magnesium, with no sugar and no artificial colors. Product is sold as individual stick packs and bulk powder suitable for mixing into water coolers and reusable bottles.

The company operates a wholesale partner program used by gyms, teams, clinics, and government organizations for customer and employee hydration needs.

Facts and Findings
1. LMNT is a zero-sugar electrolyte product (stick packs and bulk powder) designed to replace sodium, potassium, and magnesium lost through sweat. That profile is relevant to outdoor municipal work on a coastal island in high heat and humidity.

2. The proposed agreement would establish an account / wholesale pricing agreement only. It does not create a requirements contract, does not set a minimum order, and does not obligate any department to purchase LMNT.
3. Wholesale pricing is expected to save the City approximately 30-40 percent compared with retail pricing. While prices vary depending on amount purchased, each individual product packet would cost roughly $1.
4. Once the account is open, any City department may purchase LMNT drinks or powder against its own operating budget. Intended uses include field bottles, apparatus and beach-unit kits, and mixing powder into existing water coolers for employees working outdoors.
5. Purchases would be made only as needed. There is no citywide bulk buy requested with this item and no central warehouse commitment.
6. The City Attorney's Office has reviewed wholesale terms to confirm there is no minimum purchase, automatic renewal purchase obligation, or other binding volume commitment.

Funding

Entering the wholesale agreement requires no appropriation and no first-year contract dollar amount. The City is not obligated to spend any funds by signing the account documents.

If a department later elects to purchase product, the cost will be paid from that department's existing operating budget (supplies / employee welfare or equivalent line). No additional appropriation is requested with this item

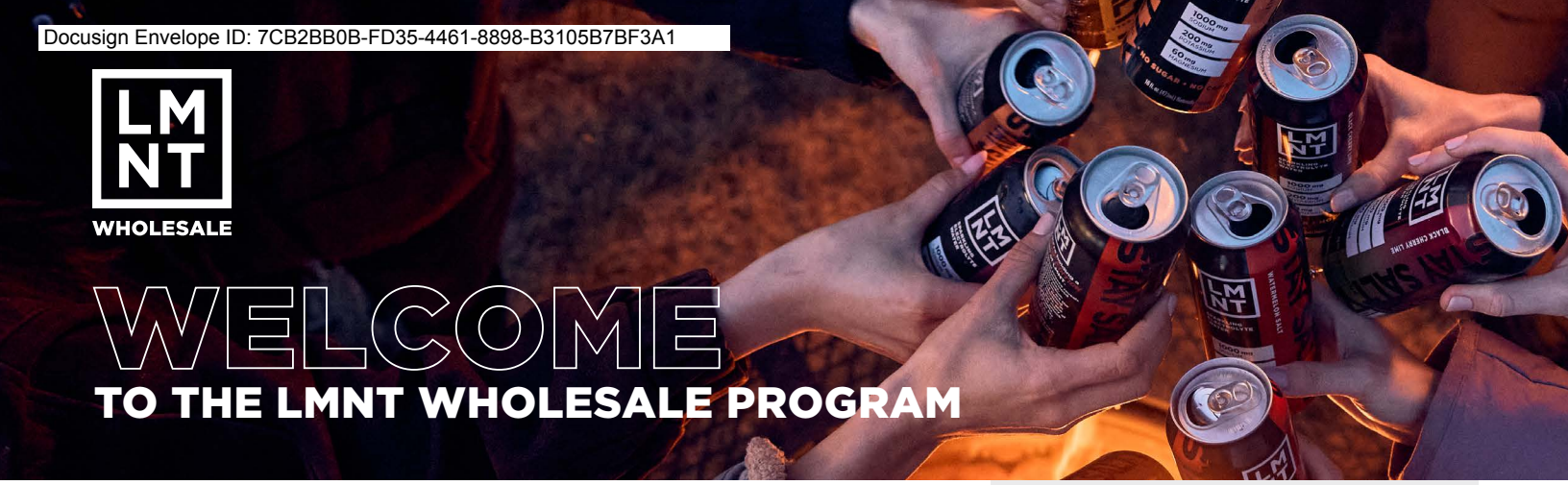
Alternatives

1. Authorize the City to enter the LMNT wholesale agreement / account, with no minimum purchase obligation, and authorize the Mayor to execute the agreement and related documents after approval as to form by legal counsel, so any City department may purchase LMNT drinks or powder at wholesale pricing as needed.
2. Do not enter a wholesale account and continue purchasing hydration supplies at retail or through existing vendors only.

Recommendation

That Council adopts Alternative 1.

Docusign Envelope ID: 7CB2BB0B-FD35-4461-8898-B3105B7BF3A1



LMNT WHOLESALE

WELCOME
TO THE LMNT WHOLESALE PROGRAM

BULK BUYER AGREEMENT

LMNT is proud to partner with health and fitness leaders who share in our mission to restore health through hydration.

As an LMNT Wholesaler, you can purchase our electrolytes at wholesale pricing to hydrate your team or approved organization.

THE FOLLOWING OUTLINES OUR AGREEMENT.

GETTING STARTED

1. Submit your application drinklmnt.com/wholesale.
2. Sign the LMNT Wholesale Agreement.
3. Once you've activated your account, click 'Get Yours' and you're ready to order!

PRICING

DRINK MIX

- **Available in case increments**

30ct case: $315/case of 12 x 30ct boxes, any combination of flavors



	Unit Pricing	% Off of Retail Price
30ct Box	$26.25	42%

Variety Pack case: $420/case of 30 x 12ct Variety Packs



12ct Variety Pack	$14	36%

SPARKLING

- **Available in case increments**

16oz case: $78.99/case of 3 x 12pks, any combination of flavors



Sparkling 16oz - 12pk	$26.33	10%

12oz case: $73.98/case of 3 x 12pks, any combination of flavors



Sparkling 12oz - 12pk	$24.66	10%

Docusign Envelope ID: 7CB2BB0B-FD35-4461-8898-B3105B7BF3A1



◀ Stay Salty Countertop Display

Wooden Countertop Display ▶





◀ Salty Carousel Display



Wooden Floorstand Display ▶



◀ LMNT Fridge

DISPLAY ASSETS & MERCH

Upon your first drink mix purchase, we'll send you a free LMNT Wholesale Welcome Kit that includes product, hydration information, a Stay Salty Countertop Display, and more. In your LMNT Wholesale account portal under "Resources & Media," you'll find digital assets like logos, and educational materials available for use with your community.

Throughout the year, you will receive salty surprises and samples.

> We love sharing free samples for LMNT Wholesaler events or community initiatives. Please reach out to wholesale@drinklmnt.com with your request and we'll do our best to accommodate.

At certain spend thresholds, you will be able to choose from a set of premium wooden LMNT display options or LMNT-branded refrigerators for your location. These are for top purchasing wholesalers and you'll be notified if you qualify.





▲

You are eligible to receive a custom **"Stay Salty" banner** with your logo on it. If you'd like a banner, please send wholesale@drinklmnt.com your logo in .AI, SVG, or .EPS format. Single color logo preferred.

We also have non-custom Stay Salty banners available.

Docusign Envelope ID: 7CB2BB0B-FD35-4461-8898-B3105B7BF3A1

WHOLESALE AGREEMENT

1. This program is to help you provide hydration directly to the people in your organization. Resale is not allowed.

2. LMNT grants you a royalty-free license to use our logos and brand marks for internal purposes within your organization, such as team materials, events, or hydration stations. Use of our marks for any sales, commercial marketing, or external promotional efforts is not permitted. LMNT may revoke these rights at any time.

3. We expect you to be inclusive, fair, and honest—in your dealings with LMNT and in your affairs as an organization.

4. We expect you to be SALTY! This means honest, direct, and with a bit of personality.

5. All payments for wholesale purchases are made upfront online via credit card (no credit or terms offered). Your wholesale purchases must meet minimum order requirements.

6. We do not offer refunds or returns on wholesale purchases. Please reach out to wholesale@drinklmnt.com if you need support (alternate flavors, replacement for damaged product, etc.). We'll make it right.

7. We reserve the right to end the relationship or stop selling to you at any time, for any reason. This might be a result of treating the brand poorly (unauthorized resale, disrespectful or inappropriate language) or anything else. We'll do our best to let you know quickly when issues arise so you have time to fix them.

8. You are solely responsible for ensuring that you abide by all applicable laws, taxes, and regulations to purchase LMNT. In order for your account to be marked as tax-exempt, you must provide a Tax Exemption Certificate.

Our goal is for this partnership to be a success. We appreciate you joining our mission to restore health through hydration.

This document is agreed to by:

Signature

Name

Date

Company

File Attachments for Item:

11. Project Cooperation Agreement with U.S. Army Corps of Engineers

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: September 10, 2026
Re: Project Cooperation Agreement with U.S. Army Corps of Engineers

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Action

Approve Amendment 1 to the Project Cooperation Agreement with the U.S. Army Corps of Engineers for regular beach nourishments, and authorize the Mayor to sign necessary documents.

Background

Construction of Tybee Island's beach nourishment project was authorized in 1971 and construction of the project commenced in September 1974. The Water Resources Development Act (WRDA) of 2022 provided that for any existing authorized water resources development project for which the maximum period for nourishment will expire within the 16-year period beginning on June 10, 2014, that project shall remain eligible for nourishment for an additional 12 years after the expiration of such period. This extended the expiration of our Agreement with the federal government from 2024 to 2036.

Tybee requested additional sand be placed during the last nourishment 2019-2020, and expects to request additional sand be placed in future nourishments. This Amendment reflects the Agreement's extension to 2036 and provides for the performance of additional work if the City so requests

Facts and Findings

1. This Amendment, crafted by the Department of the Army, reflects the change in law extending the City of Tybee's Agreement from 2024 to 2036.
2. The Amendment also provides for the City to request additional work at the City's expense. The City of Tybee expects to request additional sand to extend the beach in certain locations and maintain dunes. In the 2019-2020 nourishment the City purchased additional sand to widen the beach from 13th Street to 19th Street by 100 feet and build the center island dune from Eastgate to Center Street.
3. This Agreement formally authorizes beach nourishments through 2036, but does not specify when those nourishments will occur.
4. The City of Tybee Island and the Army Corps of Engineers had been planning for the next nourishment to proceed in the winter of 2026-27. That project is currently on hold pending the allocation of federal funding.

Recommendation

Approve Amendment 1 to the Project Cooperation Agreement with the U.S. Army Corps of Engineers for regular beach nourishments, and authorize the Mayor to sign necessary documents.

AMENDMENT NUMBER 1
TO
PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF TYBEE ISLAND, GEORGIA
FOR CONSTRUCTION OF THE
TYBEE ISLAND, GEORGIA PROJECT

THIS AMENDMENT NUMBER 1 is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Savannah District and the City of Tybee Island, Georgia (hereinafter the "Non-Federal Sponsor"), represented by the Mayor.

WITNESSETH, THAT:

WHEREAS, construction of the Tybee Island, Georgia Project at Tybee Island, Chatham County, Georgia, as presented in House Document No. 92-105, was authorized by Senate and House Resolutions dated June 22 and June 23, 1971, respectively, pursuant to Section 201 of the Flood Control Act of 1965, Public Law 89-298, as amended (42 U.S.C. 1962d-5) (hereinafter the "Authorized Project");

WHEREAS, construction of the Authorized Project commenced in September 1974;

WHEREAS, Section 934 of the Water Resources Development Act of 1986, Public Law 99-662, amended Section 156(e) of the Water Resources Development Act of 1976, Public Law 94-587 (42 U.S.C. 1962d-5f(e)), to extend periodic beach nourishment to 50 years from the date of initiation of construction;

WHEREAS, approval to extend Federal participation in periodic beach nourishment by 50 years following commencement of construction in September 1974 was granted by the Department of the Army, Directorate of Civil Works, Acting Chief, Planning Division, on June 7, 1995, following completion of the "Tybee Island Beach Erosion Control Project, Section 934 Reevaluation Report," dated March 1994, revised October 1994, pursuant to Section 934 the Water Resources Development Act of 1986;

WHEREAS, Section 506(a)(4) of the Water Resources Development Act of 1996, Public Law 104-303, authorized the Government to carry out periodic beach renourishment at Tybee Island for a period of 50 years beginning on the date of initiation of construction of the Authorized Project;

WHEREAS, Section 301(b)(4) of the Water Resources Development Act of 1996 modified the Authorized Project to include an additional portion of Tybee Island located south of the existing south terminal groin between 18th and 19th Streets, including the east bank of Tybee

Creek up to Horse Pen Creek, except that no funds could be obligated to carry out work under such modification until completion of a report by the Corps of Engineers finding that such work was technically sound, environmentally acceptable, and economic, as applicable;

WHEREAS, in response to Section 301(b)(4) of the Water Resources Development Act of 1996, the Assistant Secretary of the Army (Civil Works) on August 24, 1998, approved the "Special Report on South Tip Beach/Tybee Creek Portion of Tybee Island Beach Erosion Control Project, Georgia", dated November 1997, revised May 1998, to include South Tip Beach and Tybee Creek Beach in the Authorized Project;

WHEREAS, the Government and the Non-Federal Sponsor entered into a Project Cooperation Agreement ("PCA") on May 6, 1999, for construction of the remainder of the Authorized Project, defining the "authorized periodic nourishment period" in Article I.M. as a period of 50 years, beginning with the commencement of construction of the Authorized Project in September 1974, and ending in September 2024;

WHEREAS, the PCA has not been amended, but the Government and Non-Federal Sponsor entered into a Project Partnership Agreement ("PPA") on August 29, 2019, to undertake a cycle of periodic renourishment with funds obtained under the Bipartisan Budget Appropriations Act of 2018, Public Law 115-123, Division B., Subdivision 1, Title V;

WHEREAS, Section 8129(a) of the Water Resources Development Act of 2022, Public Law 117-263, further amended Section 156(e) of the Water Resources Development Act of 1976, Public Law 94-587 (42 U.S.C. 1962d-5f(e)), and provided that for any existing authorized water resources development project for which the maximum period for nourishment will expire within the 16-year period beginning on June 10, 2014, that project shall remain eligible for nourishment for an additional 12 years after the expiration of such period;

WHEREAS, the Non-Federal Sponsor has requested the Government undertake additional work pursuant to 33 U.S.C. 701h;

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to reflect that the Project remains eligible for nourishment through 2036;

WHEREAS, the Government and the Non-Federal Sponsor desire to amend the Agreement to provide for the performance of additional work.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree to amend the Agreement as follows:

1. The following is inserted after the sixth WHEREAS clause:

"WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor's full expense, additional work while the Government is carrying out the Project;"

2. The ninth WHEREAS clause is amended by striking the last "and".

3. The following is inserted after the ninth WHEREAS clause:

"WHEREAS, Section 8129(a) of the Water Resources Development Act of 2022, Public Law 117-263, further amended Section 156(e) of the Water Resources Development Act of 1976, Public Law 94-587 (42 U.S.C. 1962d-5f(e)), and provided that for any existing authorized water resources development project for which the maximum period for nourishment will expire within the 16-year period beginning on June 10, 2014, that project shall remain eligible for nourishment for an additional 12 years after the expiration of such period; and".

4. Article I.D is amended by striking the last sentence in the paragraph and replacing it with the following:

"The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments or additional work; any costs of periodic nourishment incurred before the effective date of this Agreement or after the authorized periodic nourishment period; or any costs of dispute resolution under Article VII of this Agreement."

5. Article I.M is amended by striking "50" and replacing it with "62".

6. The second Article I.Q is amended by striking the paragraph letter "Q" and replacing it with "S".

7. Article I is amended by adding the following after amended paragraph S:

"T. The term "additional work" means items of work related to, but not cost shared as a part of, the Project that the Government will undertake on the Non-Federal Sponsor's behalf while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work."

8. Article II.B is amended by striking that paragraph and replacing it with the following:

"The Non-Federal Sponsor may request the Government to accomplish betterments or additional work during the period of construction. Such requests shall be in writing and shall describe the betterments or additional work requested to be accomplished. If the Government, in its sole discretion elects to accomplish the requested betterments or additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments or additional work and shall pay all such costs in accordance with Article VI.C. of this Agreement."

9. Article II.I is amended by adding the phrase “and additional work” after the word “betterments” in the first sentence in that paragraph.

10. Article IV.C.3 is amended by adding the phrase “or additional work” after the word “betterments” in the first sentence of that paragraph.

11. Article IV.D is amended by adding the phrase “and additional work” after the word “betterments” in the second sentence of that paragraph.

12. Article VI.A is amended by striking the first sentence in that paragraph and replacing it with the following:

“The Government shall maintain current records of contributions provided by the parties and current projections of total project costs, total costs of initial construction, total costs of periodic nourishment, costs due to betterments, and costs due to additional work.”

13. Article VI.A is amended by adding the phrase “of total costs due to additional work,” after the word “betterments” in the second sentence of that paragraph.

14. Article VI.A is amended by adding the following after the fifth sentence in that paragraph:

“Costs for betterments are projected to be $0 and costs for additional work are projected to be $250,000.”

15. Article VI.D is amended by adding the phrase “and additional work” after the word “betterments” in the second sentence of that paragraph.

16. Article VI.D.1 is amended by striking the paragraph and replacing it with the following:

“In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than its required share of total costs of initial construction plus costs due to any betterments and additional work provided in accordance with Article II.B. of this Agreement and performed during the period of initial construction, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor’s required share of total costs of initial construction plus costs due to any betterments and additional work provided in accordance with Article II.B of this Agreement and performed during the period of initial construction.”

17. Article VI.D.2 is amended by adding the phrase “and additional work” after the word “betterments” in the first sentence of that paragraph.

18. Article VI.F is amended by adding the phrase “and additional work” following the word “betterments” in the third sentence of that paragraph.

19. Article VI.F.1 is amended by striking that paragraph and replacing it with the following:

"In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than its required share of total costs of periodic nourishment plus costs due to any betterments and additional work provided in accordance with Article II.B. of this Agreement and performed during the periodic nourishment period, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total costs of periodic nourishment plus costs due to any betterments and additional work provided in accordance with Article II.B. of this Agreement and performed during the periodic nourishment period."

20. Article VI.F.2 is amended by adding the phrase "and additional work" following the word "betterments" in the first sentence of that paragraph.

21. Article IX is amended by adding the phrase "and additional work" following the word "betterments in that Article.

22. The Government's address in Article XVI.A is amended by striking "P.O. Box 889" and "31402-0899" and replacing it with "100 W Oglethorpe Ave" and "31401-3604" respectively.

23. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 to the Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY	CITY OF TYBEE, GEORGIA
BY: _____	BY: _____
Robert R. Fairel Colonel, U.S. Army District Commander	Brian West Mayor, City of Tybee Island
DATE: _____	DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer for the City of Tybee Island, Georgia, that the City of Tybee Island, Georgia is a legally constituted public body with full authority and legal capability to perform the terms of the Project Cooperation Agreement ("PCA") Amendment Number 1 between the Department of the Army and the City of Tybee Island, Georgia in connection with the Tybee Island, Georgia Project at Tybee Island, Chatham County, Georgia and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this PCA Amendment Number 1, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this PCA Amendment, on behalf of the City of Tybee Island, Georgia acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 2026.

_____
Bubba Hughes
City Attorney

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Brian West
Mayor

DATE: _____

PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF TYBEE ISLAND, GEORGIA
FOR THE CONSTRUCTION OF THE
TYBEE ISLAND, GEORGIA PROJECT

THIS AGREEMENT is entered into this _____6th_____ day of ____May_____, _1999_, by and between the DEPARTMENT OF THE ARMY (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works) and the CITY OF TYBEE ISLAND, GEORGIA (hereinafter the "Non-Federal Sponsor"), represented by the Mayor of the City of Tybee Island, Georgia.

WITNESSETH, THAT:

WHEREAS, construction of the Tybee Island, Georgia Project at Tybee Island, Chatham County, Georgia, was authorized by Senate and House Resolutions pursuant to Section 201 of the Flood Control Act of 1965 (42 U.S.C. 1962d-5, 79 STAT 1073-1074), as presented in House Document No. 92-105 (hereinafter the "Authorized Project");

WHEREAS, approval by the Department of the Army, Directorate of Civil Works, Acting Chief, Planning Division, on June 7, 1995, of the "Tybee Island Beach Erosion Control Project, Section 934 Reevaluation Report", dated March 1994, revised October 1994, pursuant to the Water Resources Development Act of 1986, authorized the Government to extend Federal participation in periodic beach nourishment until 50 years after commencement of construction of the Authorized Project in September 1974;

WHEREAS, Section 301(b)(4) of the Water Resources Development Act of 1996, Public Law 104-303, modified the Authorized Project "to include as an integral part of the project the portion of Tybee Island located South of the existing south terminal groin between 18th and 19th Streets, including the east bank of Tybee Creek up to Horse Pen Creek, provided that no funds may be obligated to carry out such modifications until completion of a report by the Corps of Engineers finding that such work is technically sound, environmentally acceptable, and economic, as applicable.";

WHEREAS, approval by the Assistant Secretary of the Army (Civil Works) on August 24, 1998 of the "Special Report on South Tip Beach/Tybee Creek Portion of Tybee Island Beach Erosion Control Project, Georgia", dated November 1997, revised May 1998, authorized the Government to include South Tip Beach and Tybee Creek Beach in the Authorized Project;

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Cooperation Agreement for construction of the remainder of the Authorized Project (hereinafter the "Project", as defined in Article I.A. of this Agreement) consisting of periodic nourishment of Oceanfront Beach; periodic nourishment of South Tip Beach; future notching of existing groins at South Tip Beach; construction of groin field at Tybee Creek Beach; and initial construction and periodic nourishment of Tybee Creek Beach;

WHEREAS, Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, specifies the cost-sharing requirements applicable to the Project;

WHEREAS, 33 U.S.C. 701h authorizes the Government to undertake, at the Non-Federal Sponsor's full expense, additional work while the Government is carrying out the Project;

WHEREAS, Section 221 of the Flood Control Act of 1970, Public Law 91-611, as amended, and Section 103 of the Water Resources Development Act of 1986, Public Law 99-662, as amended, provide that the Secretary of the Army shall not commence construction of any water resources project, or separable element thereof, until each Non-Federal Sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, in the Energy and Water Development Appropriations Act for the fiscal year ending 30 September 1998 (Public Law 105-62, 111 STAT. 1321) Congress appropriated the amount of $2,000,000 for the Project;

WHEREAS, in the Energy and Water Development Appropriations Act for the fiscal year ending 30 September 1999 (Public Law 105-245) Congress appropriated the amount of $1,200,000 for the Project; and

WHEREAS, Section 8129(a)(2)(B) of the Water Resources Development Act of 2022, included as part of Public Law 117-263, amended subsection (e) of Section 156 of the Water Resources Development Act of 1976 (42 U.S.C. 1962d-5f), and provides that for any existing authorized water resources development project for which the maximum period for nourishment described in subsection (a) of the Water Resources Development Act of 1976 will expire within the 16-year period beginning on June 10, 2014, that project shall remain eligible for nourishment for an additional 12 years after the expiration of such period; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the construction of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term "Project" shall mean periodic nourishment of the Oceanfront Beach as generally described in the "Tybee Island Beach Erosion Control Project, Section 934 Reevaluation Report", dated March 1994 revised October 1994, and approved by Department of the Army, Directorate of Civil Works, Acting Chief, Planning Division, on June 5, 1995 (hereinafter the "Section 934 Report"), and periodic nourishment and future notching of existing groins at South Tip Beach and construction of a groin field and initial construction and periodic nourishment at Tybee Creek Beach as generally described in the "Special Report on South Tip Beach/Tybee Creek Portion of Tybee Island Beach Erosion Control Project, Georgia", dated November 1997 revised May 1998, and approved by the Assistant Secretary of the Army (Civil Works) on August 24, 1998 as modified by the Addendum to the Special Report on South Tip Beach/Tybee Creek Portion of Tybee Island Beach Erosion Control Project, Georgia, dated January 1999 and approved by the South Atlantic Division, Directorate of Engineering and Technical Services, Chief of Planning and Environmental Division on February 17, 1999 (hereinafter the "Special Report").

B. The term "initial construction" shall mean the construction of a rock groin field along the first 1,800 feet of Tybee Creek Beach from the South Tip Beach to the public fishing pier consisting of eight rock groins and placement of suitable beach fill along 1,800 feet of Tybee Creek Beach to form a beach template at elevation +11.0 MLW as generally described in the Special Report.

C. The term "periodic nourishment" shall mean the placement of suitable beach material within the geographical limits of the Project (Oceanfront Beach, South Tip Beach, and Tybee Creek Beach segments) as generally described in the Special Report and Section 934 Report at such times during the period of construction as the Government, after consultation with the Non-Federal Sponsor, determines such placement to be necessary and economically justified.

D. The term "total project costs" shall mean all costs incurred by the Non-Federal Sponsor and the Government in accordance with the terms of this Agreement directly related to initial construction and periodic nourishment of the Project. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: continuing planning and engineering costs incurred after October 1, 1985; advanced engineering and design costs; preconstruction engineering and design costs; engineering and design costs during construction; the costs of investigations to identify the existence and extent of hazardous substances in accordance with Article XV.A. of this Agreement; costs of historic preservation activities in accordance with Article XVIII.A. of this Agreement; actual construction costs, including the costs of alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto; supervision and administration costs; costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; costs of contract dispute settlements or awards; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas for which the Government

affords credit in accordance with Article IV of this Agreement; and costs of audit in accordance with Article X of this Agreement. The term does not include costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments or additional work; any costs of periodic nourishment incurred before the effective date of this Agreement or after the authorized periodic nourishment period; or any costs of dispute resolution under Article VII of this Agreement.~~The term does not include any costs for operation, maintenance, repair, replacement, or rehabilitation; any costs due to betterments; any costs of periodic nourishment incurred before the effective date of this Agreement or after the authorized periodic nourishment period; or any costs of dispute resolution under Article VII of this Agreement.~~

E. The term "total costs of initial construction" shall mean that portion of total project costs allocated by the Government to initial construction of the Project.

F. The term "total costs of periodic nourishment" shall mean that portion of total project costs allocated by the Government to periodic nourishment of the Project.

G. The term "financial obligation for initial construction" shall mean a financial obligation of the Government, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total costs of initial construction.

H. The term "financial obligation for periodic nourishment" shall mean a financial obligation of the Government, other than an obligation pertaining to the provision of lands, easements, rights-of-way, relocations, and borrow and dredged or excavated material disposal areas, that results or would result in a cost that is or would be included in total costs of periodic nourishment.

I. The term "non-Federal proportionate share of financial obligations for initial construction" shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Article II.D.2. of this Agreement to total financial obligations for initial construction, as projected by the Government.

J. The term "non-Federal proportionate share of financial obligations for periodic nourishment" shall mean the ratio of the Non-Federal Sponsor's total cash contribution required in accordance with Article II.G.2. of this Agreement to total financial obligations for periodic nourishment, as projected by the Government.

K. The term "period of initial construction" shall mean the time from the date the Government first notifies the Non-Federal Sponsor in writing, in accordance with Article VI.B. of this Agreement, of the scheduled date for issuance of the solicitation for the first construction contract for initial construction of the Project to the date that the U.S. Army Engineer for the Savannah District (hereinafter the "District Engineer") notifies the Non- Federal Sponsor in writing of the Government's determination that initial construction of the Project is complete.

L. The term "periodic nourishment period" shall mean the time from the date the Government first notifies the Non-Federal Sponsor in writing, in accordance with Article VI.E. of this Agreement, of the scheduled date for issuance of the solicitation for the construction contract for periodic nourishment to the date that the District Engineer notifies the Non-Federal Sponsor in writing of the Government's determination that periodic nourishment is complete. There may be more than one periodic nourishment period.

M. The term "authorized periodic nourishment period" shall mean a period of 62~~50~~ years beginning with commencement of construction of the Authorized Project in September 1974.

N. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof.

O. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (excluding existing railroad bridges and approaches thereto) when such action is authorized in accordance with applicable legal principles of just compensation or as otherwise provided in the authorizing legislation for the Project or any report referenced therein. Providing a functionally equivalent facility may take the form of alteration, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.

P. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

Q. The term "functional portion of the Project" shall mean a portion of the Project that is suitable for tender to the Non-Federal Sponsor to operate and maintain in advance of completion of the entire Project. For a portion of the Project to be suitable for tender, the District Engineer must notify the Non-Federal Sponsor in writing of the Government's determination that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.

R. The term "betterment" shall mean a change in the design and construction of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

S~~Q~~. The term "period of construction" shall mean the time beginning with the commencement of the period of initial construction until the conclusion of the authorized periodic nourishment period.

T. The term "additional work" means items of work related to, but not cost shared as a part of, the Project that the Government will undertake on the Non-Federal Sponsor's behalf

while the Government is carrying out the Project, with the Non-Federal Sponsor responsible for all costs and any liabilities associated with such work.

ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND THE NON-FEDERAL SPONSOR

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter, the "Congress") and using those funds and funds provided by the Non-Federal Sponsor, shall expeditiously construct the Project (including alteration, lowering, raising, or replacement and attendant removal of existing railroad bridges and approaches thereto), applying those procedures usually applied to Federal projects, pursuant to Federal laws, regulations, and policies.

1. The Government shall afford the Non-Federal Sponsor the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations. The Government shall not issue the solicitation for the first construction contract until the Non-Federal Sponsor has confirmed in writing its willingness to proceed with the Project. To the extent possible, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the Non-Federal Sponsor with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Non-Federal Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Non-Federal Sponsor, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all work on the Project (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Government.

2. Throughout the period of construction, the District Engineer shall furnish the Non-Federal Sponsor with a copy of the Government's Written Notice of Acceptance of Completed Work for each contract for the Project.

3. Notwithstanding paragraph A.l. of this Article, if, upon the award of any contract for construction of the Project, cumulative financial obligations for initial construction would exceed $8,947,000, or cumulative financial obligations for periodic nourishment would exceed $12,057,000, the Government and the Non-Federal Sponsor agree to defer award of that contract and all subsequent contracts for construction of the Project until such time as the Government and the Non-Federal Sponsor agree to proceed with further contract awards for the Project, but in no event shall the award of contracts be deferred for more than three years. Notwithstanding this general provision for deferral of contract awards, the Government, after

consultation with the Non-Federal Sponsor, may award a contract or contracts after the Assistant Secretary of the Army (Civil Works) makes a written determination that the award of such contract or contracts must proceed in order to comply with law or to protect life or property from imminent and substantial harm.

4. As of the effective date of this Agreement, $4,494,000 of Federal funds have been appropriated for the Project. This amount is less than the Federal share of the projected total project costs, and the Government makes no commitment to budget for additional funds for the Federal share of the total project costs. Notwithstanding any other provision of this Agreement, the Government's financial participation in the Project is limited to this amount together with any additional funds that the Congress may appropriate for the Project. In the event that the Congress does not appropriate funds sufficient to meet the Federal share of funds required to continue construction of the Project in the then-current or upcoming fiscal year, the Government shall notify the Non-Federal Sponsor of the insufficiency of funds and the parties, within the Federal and Non-Federal funds available for the Project, shall suspend construction or terminate this Agreement in accordance with Article XIV.B. of this Agreement. To provide for this eventuality, the Government may reserve a percentage of total Federal funds available for the Project and an equal percentage of total funds contributed by the Non-Federal Sponsor in accordance with Article II.D. or II.G. of this Agreement as a contingency to pay costs of termination, including any costs of contract claims and contract modifications.

B. The Non-Federal Sponsor may request the Government to accomplish betterments or additional work during the period of construction. Such requests shall be in writing and shall describe the betterments or additional work requested to be accomplished. If the Government, in its sole discretion elects to accomplish the requested betterments or additional work or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments or additional work and shall pay all such costs in accordance with Article VI.C. of this Agreement.~~The Non-Federal Sponsor may request the Government to accomplish betterments during the period of construction. Such requests shall be in writing and shall describe the betterments requested to be accomplished. If the Government in its sole discretion elects to accomplish the requested betterments or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs due to the requested betterments and shall pay all such costs in accordance with Article VI.C. of this Agreement.~~

C. When the District Engineer determines that the entire Project is complete or that a portion of the Project has become a functional portion of the Project, the District Engineer shall so notify the Non-Federal Sponsor in writing and furnish the Non-Federal Sponsor with an Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual (hereinafter the

"OMRR&R Manual") and with copies of all of the Government's Written Notices of Acceptance of Completed Work for all contracts for the Project or the functional portion of the Project that have not been provided previously. Upon such notification, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project in accordance with Article VIII of this Agreement.

D. The Non-Federal Sponsor shall contribute 35 percent of the total costs of initial construction assigned by the Government to hurricane and storm damage reduction, plus 50 percent of the separable costs of total costs of initial construction assigned by the Government to recreation, plus l00 percent of the total costs of initial construction assigned by the Government to privately owned shores (where the use of such shores is limited to private interests) (hereinafter the "Non-Federal Sponsor's share of total costs of initial construction") in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for the initial construction, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the construction, operation, and maintenance of the Project.

2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraph D.1. of this Article and of the Non-Federal Sponsor's contributions attributable to initial construction under Articles V, X, and XV.A. of this Agreement will be less than the Non-Federal Sponsor's share of total costs of initial construction, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non--Federal Sponsor's total contribution equal to the Non-Federal Sponsor's share of total costs of initial construction.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs D. l. and D.2. of this Article and of the Non-Federal Sponsor's contributions attributable to initial construction under Articles V, X, and XV.A. of this Agreement has exceeded the Non-Federal Sponsor's share of total costs of initial construction, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of the Non-Federal Sponsor's share of total costs of initial construction. After such a determination, the Government, in its sole discretion, may provide any remaining Project lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining Project relocations on behalf of the Non-Federal Sponsor.

E. The Non-Federal Sponsor may request the Government to provide lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor during the period of construction. Such requests shall be in writing and shall describe the services requested to be performed. If in its

sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the provision of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response in accordance with Article XV.C. of this Agreement.

F. At the conclusion of the period of initial construction, the Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Non-Federal Sponsor toward the total costs of initial construction and costs due to betterments and additional work, performed during the period of initial construction, in accordance with paragraphs B., D., and E. of this Article and Articles V, X, and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs B., D., and E. of this Article incurred during the period of initial construction.

G. For each iteration of periodic nourishment, the Non-Federal Sponsor shall contribute 35 percent of the total costs of periodic nourishment assigned by the Government to hurricane and storm damage reduction, plus 50 percent of the separable costs of total costs of periodic nourishment assigned by the Government to recreation, plus 100 percent of the total costs of periodic nourishment assigned by the Government to privately owned shores (where use of such shores is limited to private interests) (hereinafter the "Non-Federal Sponsor's share of total costs of periodic nourishment") in accordance with the provisions of this paragraph.

1. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government determines the Non-Federal Sponsor must provide for each iteration of periodic nourishment, and shall perform or ensure performance of all relocations that the Government determines to be necessary for the iteration of periodic nourishment.

2. If the Government projects that the value of the Non-Federal Sponsor's contributions under paragraph G.l of this Article and of the Non-Federal Sponsor's contributions attributable to periodic nourishment under Articles V., X. and XV.A. of this Agreement will be less than the Non-Federal Sponsor's share of total costs of periodic nourishment, the Non-Federal Sponsor shall provide an additional cash contribution, in accordance with Article VI.B. of this Agreement, in the amount necessary to make the Non- Federal Sponsor's total contribution equal to the Non-Federal Sponsor's share of total costs of periodic nourishment.

3. If the Government determines that the value of the Non-Federal Sponsor's contributions provided under paragraphs G.1 and G.2 of this Article and of the Non-Federal Sponsor's contributions attributable to periodic nourishment under Articles V., X. and XV.A. of this Agreement has exceeded the Non-Federal Sponsor's share of total costs of periodic nourishment, the Government, subject to the availability of funds, shall reimburse the Non-Federal Sponsor for any such value in excess of the Non-Federal Sponsor's share of total costs of periodic nourishment. After such a determination, the Government, in its sole discretion, may provide any remaining periodic nourishment lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas and perform any remaining periodic nourishment relocations on behalf of the Non-Federal Sponsor.

H. The Government, in accordance with Federal laws, regulations, and policies, shall assign all costs included or to be included in total costs of initial construction and total costs of periodic nourishment to one or more of the following project purposes: hurricane and storm damage reduction, recreation, or privately owned shores (where use of such shores is limited to private interests).

I. For each periodic nourishment period, the Government shall perform a final accounting in accordance with Article VI.F. of this Agreement to determine the contributions provided by the Non-Federal Sponsor toward the total costs of periodic nourishment and costs due to betterments and additional work, performed during that periodic nourishment period, in accordance with paragraphs B., E., and G. of this Article and Articles X. and XV.A. of this Agreement and to determine whether the Non-Federal Sponsor has met its obligations under paragraphs B., E., and G. of this Article incurred during that periodic nourishment period.

J. In the event the completed initial construction, or any functional portion of the initial construction, is damaged or destroyed by a storm or other natural forces, the Government, subject to the availability of funds and Article II.A. of this Agreement, shall place suitable beach fill material within the area of the completed initial construction, or the functional portion of the initial construction, as periodic nourishment. The costs of such placement shall be included in the total costs of periodic nourishment and cost shared in accordance with Article II.G. of this Agreement. In the event an uncompleted portion of the initial construction is damaged or destroyed by a storm or other natural forces, the Government, subject to the availability of funds, shall place suitable beach fill material within the area of the uncompleted initial construction as initial construction. The costs of such placement shall be included in the total costs of initial construction and cost shared in accordance with Article II.D. of this Agreement. Nothing in this paragraph shall relieve the Non-Federal Sponsor of its obligations under Article VIII of this Agreement. Nothing in this paragraph shall preclude the Government from using Public Law 84-99 to accomplish any emergency repair and restoration work of the completed initial construction, or a functional portion of the initial construction.

K. The Non-Federal Sponsor shall not use Federal funds to meet the Non-Federal Sponsor's share of total costs of initial construction or the Non-Federal Sponsor's share of total

costs of periodic nourishment under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

L. The Non-Federal Sponsor agrees to participate in and comply with applicable Federal floodplain management and flood insurance programs.

M. Not less than once each year the Non-Federal Sponsor shall inform affected interests of the extent of protection afforded by the Project.

N. The Non-Federal Sponsor shall publicize flood plain information in the area concerned and shall provide this information to zoning and other regulatory agencies for their use in preventing unwise future development in the flood plain and in adopting such regulations as may be necessary to prevent unwise future development and to ensure compatibility with protection levels provided by the Project.

O. The Non-Federal Sponsor shall ensure to the extent of its powers that water pollution which would endanger the health of bathers will not be permitted.

P. The Non-Federal Sponsor shall ensure continued conditions of public ownership and use of the shore upon which the amount of Federal participation is based during the economic life of the project.

Q. The Non-Federal Sponsor shall provide and maintain necessary access roads, parking areas, and other public use facilities open and available to all on equal terms.

R. In accordance with Article VIII.A. of this Agreement, the Non-Federal Sponsor shall maintain and repair the protective measures and/or structures during the economic life of the Project as required to serve the intended purposes at their design levels of hurricane and storm damage protection and in accordance with regulations prescribed by the Secretary of the Army.

S. The Non-Federal Sponsor shall prevent future encroachments on Project lands, easements, and rights-of-way which might interfere with the proper functioning of the Project.

T. The Non-Federal Sponsor shall prescribe and enforce regulations to prevent obstruction of or encroachment on the Project that would reduce the level of protection it affords of that would hinder operation or maintenance of the Project.

ARTICLE III - LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the lands, easements, and rights-of-way required for the initial construction, periodic nourishment, operation, and maintenance of the Project, including those required for relocations,

borrow materials, and dredged or excavated material disposal. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the lands, easements, and rights-of-way that the Government determines the Non-Federal Sponsor must provide, in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition of such lands, easements, and rights-of-way. Prior to the end of the period of initial construction, the Non- Federal Sponsor shall acquire all lands, easements, and rights-of-way required for the initial construction, operation, or maintenance of the Project set forth in such descriptions. Prior to the end of each periodic nourishment period, the Non-Federal Sponsor shall acquire all lands, easements, and rights-of-way required for the periodic nourishment period, as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each contract for initial construction or periodic nourishment, the Non-Federal Sponsor shall provide the Government with authorization for entry to all lands, easements, and rights-of-way the Government determines the Non-Federal Sponsor must provide for that contract. For so long as the Project remains authorized, the Non-Federal Sponsor shall ensure that lands, easements, and rights-of-way that the Government determines to be required for the operation and maintenance of the Project and that were provided by the Non-Federal Sponsor are retained in public ownership for uses compatible with the authorized purposes of the Project.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the improvements required on lands, easements, and rights-of-way to enable the proper disposal of dredged or excavated material associated with the initial construction, periodic nourishment, operation, and maintenance of the Project. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankments, monitoring features, stilling basins, and de-watering pumps and pipes. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions of such improvements in detail sufficient to enable the Non-Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non-Federal Sponsor with a written notice to proceed with construction of such improvements. Prior to the end of the period of initial construction, the Non-Federal Sponsor shall provide all improvements required for the initial construction, operation, or maintenance of the Project, set forth in such descriptions. Prior to the end of each periodic nourishment period, the Non-Federal Sponsor shall provide all improvements required for the periodic nourishment period, as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government contract for initial construction or periodic nourishment, the Non-Federal Sponsor shall prepare plans and specifications for all improvements the Government determines to be required for the proper disposal of dredged or excavated material under that contract, submit such plans and specifications to the Government for approval, and provide such improvements in accordance with the approved plans and specifications.

C. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for the initial construction, periodic nourishment, operation, and

maintenance of the Project, including those necessary to enable the removal of borrow materials and the proper disposal of dredged or excavated material. The Government in a timely manner shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations in detail sufficient to enable the Non- Federal Sponsor to fulfill its obligations under this paragraph, and shall provide the Non- Federal Sponsor with a written notice to proceed with such relocations. Prior to the end of the period of initial construction, the Non-Federal Sponsor shall perform or ensure the performance of all relocations required for the initial construction, operation, or maintenance of the Project as set forth in such descriptions. Prior to the end of each periodic nourishment period, the Non-Federal Sponsor shall perform or ensure the performance of all relocations required for the periodic nourishment period, as set forth in such descriptions. Furthermore, prior to issuance of the solicitation for each Government contract for initial construction or periodic nourishment, the Non-Federal Sponsor shall prepare or ensure the preparation of plans and specifications for, and perform or ensure the performance of, all relocations the Government determines to be necessary for that contract.

D. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to paragraphs A., B., or C. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution, include such value in total project costs, and afford credit for such value toward the Non-Federal Sponsor's share of total costs of initial construction or the Non-Federal Sponsor's share of total costs of periodic nourishment.

E. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, in acquiring lands, easements, and rights-of-way required for the initial construction, periodic nourishment, operation, and maintenance of the Project, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV - CREDIT FOR VALUE OF LANDS, RELOCATIONS, AND DISPOSAL AREAS

A. The Non-Federal Sponsor shall receive credit toward its share of total costs of initial construction for the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide for initial construction, operation, and maintenance of the Project pursuant to Article III of this Agreement, and for the value of the relocations that the Non-Federal Sponsor must perform or for which it must ensure performance for initial construction, operation, and maintenance of the

Project pursuant to Article III of this Agreement. The Non-Federal Sponsor shall receive credit toward the Non-Federal Sponsor's share of total costs of periodic nourishment for the value of the additional lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Non-Federal Sponsor must provide for periodic nourishment of the Project pursuant to Article III of this Agreement, and for the value of the additional relocations that the Non-Federal Sponsor must perform or for which it must ensure performance for periodic nourishment of the Project pursuant to Article III of this Agreement. However, the Non-Federal Sponsor shall not receive credit for the value of any lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas that have been provided previously as an item of cooperation for another Federal project. The Non-Federal Sponsor also shall not receive credit for the value of lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas to the extent that such items are provided using Federal funds unless the Federal granting agency verifies in writing that such credit is expressly authorized by statute.

B. For the sole purpose of affording credit in accordance with this Agreement, the value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, shall be the fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of- way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor provides the Government with authorization for entry thereto. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph B.3. of this Article, the fair market value of lands, easements, or rights-of-way shall be determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. of this Article.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non--Federal Sponsor and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is

approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, or the Non-Federal Sponsor chooses not to obtain a second appraisal, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government, after consultation with the Non-Federal Sponsor, shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph B.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of- way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall, prior to instituting such proceedings, submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 days after receipt of such a notice and appraisal within which to review the appraisal, if not previously approved by the Government in writing.

a. If the Government previously has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60-day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60-day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate

amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with sub-paragraph B.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for the construction, operation, and maintenance of the Project, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement.

C. After consultation with the Non-Federal Sponsor, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.

1. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a relocation of a highway, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Georgia would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. Relocation costs shall include, but not necessarily be limited to, actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, but shall not include any costs due to betterments or additional work, as determined by the Government, nor any additional cost of using new material when suitable used material is available. Relocation costs shall be subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

D. The value of the improvements made to lands, easements, and rights-of-way for the proper disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to betterments and additional work, as determined by the Government.

ARTICLE V - PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of construction. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manager and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on matters that the Project Coordination Team generally oversees.

C. Until the end of the period of initial construction and during each periodic nourishment period, the Project Coordination Team shall generally oversee the Project, including issues related to design; plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the Government's cost projections; final inspection of the entire Project or functional portions of the Project; preparation of the proposed OMRR&R Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, replacement, and rehabilitation of the Project; and other related matters. This oversight shall be consistent with a project management plan developed by the Government after consultation with the Non-Federal Sponsor.

D. The Project Coordination Team may make recommendations that it deems warranted to the District Engineer on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Government in good faith shall consider the recommendations of the Project Coordination Team. The Government, having the legal authority and responsibility for construction of the Project, has the discretion to accept, reject, or modify the Project Coordination Team's recommendations.

E. The costs of participation in the Project Coordination Team shall be included in total costs of initial construction and total costs of periodic nourishment, as appropriate, and cost shared in accordance with the provisions of this Agreement.

ARTICLE VI - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties and current projections of total project costs, total costs of initial construction, total costs of periodic nourishment, ~~and~~ costs due to betterments, and costs due to additional work. At least quarterly, the Government shall provide the Non-Federal Sponsor with a report setting forth all contributions provided to date and the current projections of total project costs, of total costs of initial construction, of total costs of periodic nourishment, of total costs due to betterments, of total costs due to additional work, of the components of total project costs, of each party's share of initial construction, of each party's share of periodic nourishment, of the Non-Federal Sponsor's total cash contributions required in accordance with Articles II.B., II.D., II.E., and II.G. of this Agreement, and of the non-Federal proportionate share of financial obligations for initial construction, and the non-Federal proportionate share of financial obligations for periodic nourishment. On the effective date of this Agreement, total project costs are projected to be $21,004,000, total costs of initial construction are projected to be $8,949,000, and total costs of periodic nourishment are projected to be $12,057,000. The Non-Federal Sponsor's cash contribution required under Article II.D. of this Agreement is projected to be $3,570,000. The Non-Federal Sponsor's cash contribution required under Article II.G. of this Agreement is projected to be $4,811,000. Costs for betterments are projected to be $0 and costs for additional work are projected to be $250,000. Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Non-Federal Sponsor shall provide the cash contribution required under Article II.D.2. of this Agreement in accordance with the following provisions. Not less than 45 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for initial construction, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required from the Non-Federal Sponsor to meet its projected cash contribution under Article II.D.2. of this Agreement. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Savannah" to the District Engineer or verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or present the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or provide an Electronic Funds Transfer in accordance with procedures established by the Government. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for initial construction incurred prior to the commencement of the period of initial construction; and

(b) the non-Federal proportionate share of financial obligations for initial construction as they are incurred during the period of initial construction. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet the Non-Federal Sponsor's cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified above.

C. In advance of the Government incurring any financial obligation associated with additional work under Article II.B. or II.E. of this Agreement, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to pay for such additional work through any of the payment mechanisms specified in paragraph B. of this Article. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such additional work as they are incurred. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required together with an explanation of why additional funds are required. Within 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through any of the payment mechanisms specified in paragraph B. of this Article.

D. Upon completion of the period of initial construction or termination of this Agreement, and upon resolution of all relevant claims and appeals relevant to initial construction, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total costs of initial construction, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and additional work performed during the period of initial construction and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.B. of this Agreement.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than its required share of total costs of initial construction plus costs due to any betterments and additional work provided in accordance with Article II.B. of this Agreement and performed during the period of initial construction, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total costs of initial construction plus costs due to any betterments and additional work provided in accordance with Article II.B. of this Agreement and performed during the period of initial construction.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds its required share of total costs of initial construction plus costs due to any betterments and additional work provided in accordance with Article II.B. of this

Agreement and performed during the period of initial construction, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

E. The Non-Federal Sponsor shall provide the cash contribution required under Article II.G.2. of this Agreement in accordance with the provisions of this paragraph.

1. Not less than 45 calendar days prior to the scheduled date for issuance of the solicitation for the first contract for periodic nourishment during each periodic nourishment period, the Government shall notify the Non-Federal Sponsor in writing of such scheduled date and the funds the Government determines to be required for the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for periodic nourishment through the first fiscal year of the periodic nourishment period, including the non-Federal proportionate share of financial obligations for periodic nourishment incurred prior to the commencement of the periodic nourishment period. Not later than such scheduled date, the Non-Federal Sponsor shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Savannah" to the District Engineer or verify to the satisfaction of the Government that the Non-Federal Sponsor has deposited the required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or present the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or provide an Electronic Funds Transfer in accordance with procedures established by the Government.

2. For the second and subsequent fiscal years of each periodic nourishment period, the Government shall notify the Non-Federal Sponsor in writing, no later than 60 calendar days prior to the beginning of that fiscal year, of the funds the Government determines to be required from the Non-Federal Sponsor to meet the non-Federal proportionate share of projected financial obligations for periodic nourishment for that fiscal year. No later than 30 calendar days prior to the beginning of the fiscal year, the Non-Federal Sponsor shall make the full amount of the required funds for that fiscal year available to the Government through any of the payment mechanisms specified in paragraph E.1. of this Article.

3. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover: (a) the non-Federal proportionate share of financial obligations for periodic nourishment incurred prior to the commencement of each periodic nourishment period which have not been accounted for in a previous periodic nourishment period; and (b) the non-Federal proportionate share of financial obligations for periodic nourishment as they are incurred during the periodic nourishment period.

4. If at any time during the periodic nourishment period the Government determines that additional funds will be needed from the Non-Federal Sponsor to cover the non-Federal proportionate share of projected financial obligations for periodic nourishment for the

current fiscal year, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required together with an explanation of why additional funds are required, and the Non-Federal Sponsor, no later than 60 calendar days from receipt of such notice, shall make the additional required funds available through any of the payment mechanisms specified in paragraph E.1. of this Article.

F. Upon completion of each periodic nourishment period or termination of this Agreement during the authorized periodic nourishment period, and upon resolution of all claims and appeals relevant to the periodic nourishment, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total costs of periodic nourishment, each party's contribution provided thereto, and each party's required share thereof. The final accounting also shall determine costs due to betterments and additional work performed during the periodic nourishment period and the Non-Federal Sponsor's cash contribution provided pursuant to Article II.B. of this Agreement.

1. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor is less than its required share of total costs of periodic nourishment plus costs due to any betterments and additional work provided in accordance with Article II.B. of this Agreement and performed during the periodic nourishment period, the Non-Federal Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Non-Federal Sponsor's required share of total costs of periodic nourishment plus costs due to any betterments and additional work provided in accordance with Article II.B. of this Agreement and performed during the periodic nourishment period.

2. In the event the final accounting shows that the total contribution provided by the Non-Federal Sponsor exceeds its required share of total costs of periodic nourishment plus costs due to any betterments and additional work provided in accordance with Article II.B. of this Agreement and performed during the periodic nourishment period, the Government shall, subject to the availability of funds, refund the excess to the Non-Federal Sponsor no later than 90 calendar days after the final accounting is complete. In the event existing funds are not available to refund the excess to the Non-Federal Sponsor, the Government shall seek such appropriations as are necessary to make the refund.

ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are

incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VIII - OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, AND REHABILITATION (OMRR&R)

A. Upon notification in accordance with Article II.C. of this Agreement and for so long as the Project remains authorized, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the entire Project or the functional portion of the Project, at no cost to the Government, in a manner compatible with the Project's authorized purposes and in accordance with applicable Federal and State laws as provided in Article XI of this Agreement and specific directions prescribed by the Government in the OMRR&R Manual and any subsequent amendments thereto. Beginning in the sixth year following the end of the period of initial construction, at least annually the Non-Federal Sponsor shall monitor the beach profile to determine losses of nourishment material from the Project design section and provide the results of such monitoring to the Government.

B. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of inspection and, if necessary, for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. If an inspection shows that the Non-Federal Sponsor for any reason is failing to perform its obligations under this Agreement, the Government shall send a written notice describing the non-performance to the Non-Federal Sponsor. If, after 30 calendar days from receipt of notice, the Non-Federal Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for access to the Project for the purpose of completing, operating, maintaining, repairing, replacing, or rehabilitating the Project. No completion, operation, maintenance, repair, replacement, or rehabilitation by the Government shall operate to relieve the Non-Federal Sponsor of responsibility to meet the Non-Federal Sponsor's obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to ensure faithful performance pursuant to this Agreement.

ARTICLE IX - INDEMNIFICATION

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project and any Project-related betterments and additional work, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence in accordance with these procedures and for a minimum of three years after the conclusion of the period of initial construction and each periodic nourishment period and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non--Federal Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any Non-Federal Sponsor audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the Project shall be included in total costs of initial construction and total costs of periodic nourishment, as applicable, and cost shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total costs of initial construction and total costs of periodic nourishment, as applicable, and cost shared in accordance with the provisions of this Agreement.

ARTICLE XI - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulations 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army", and Section 402 of the Water Resources Development Act of 1986, amended (33 U.S.C. 701b-

12) requiring Non-Federal Sponsor's preparation and implementation of flood plain management plans.

ARTICLE XII - RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE XIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XIV - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under Article II.B., II.D., II.E., ILG., VI, or XVIII.C. of this Agreement, the Assistant Secretary of the Army (Civil Works) shall terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government fails to receive annual appropriations in amounts sufficient to meet Project-expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsor in writing, and 60 calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Non-Federal Sponsor elects to terminate this Agreement.

C. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XV of this Agreement, both parties shall conclude their activities relating to the

Project and proceed to a final accounting in accordance with Article VI.D. or VI.F. of this Agreement.

D. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XV of this Agreement shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment from the Non-Federal Sponsor shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE XV - HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the District Engineer, the Non-Federal Sponsor shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Sections 9601-9675, that may exist in, on, or under lands, easements, and rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the initial construction, periodic nourishment, operation, and maintenance of the Project. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Engineer provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

1. All actual costs incurred by the Non-Federal Sponsor or the Government during the period of initial construction for such investigations for hazardous substances shall be included in the total costs of initial construction and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

2. All actual costs incurred by the Non-Federal Sponsor or the Government during each period of periodic nourishment for such investigations for hazardous substances shall be included in the total costs of periodic nourishment and cost shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article X.C. of this Agreement to determine reasonableness, allocability, and allowability of costs.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this

Agreement, to be required for the initial construction, periodic nourishment, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until both parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate initial construction or periodic nourishment of the Project, or, if already in initial construction or periodic nourishment, whether to continue with work on the Project, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Government determines, pursuant to Article III of this Agreement, to be required for the initial construction, periodic nourishment, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsor determine to initiate or continue with construction after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XVI -NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either

delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

City of Tybee Island
Attn: Mayor, City of Tybee Island
P.O. Box 2749
Tybee Island, Georgia 31328

If to the Government:

District Engineer
U.S. Army Corps of Engineers
Savannah District
Attn: CESAS-PM-C
~~P.O. Box 889~~100 W Oglethorpe Ave
Savannah, Georgia ~~31402-0889~~31401-3604

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVII – CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XVIII - HISTORIC PRESERVATION

A. The costs of identification, survey and evaluation of historic properties shall be included in total costs of initial construction and total costs of periodic nourishment, as applicable, and cost shared in accordance with the provisions of this Agreement.

B. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. Section 469c(a)), the costs of mitigation and data recovery activities associated with historic preservation shall be

borne entirely by the Government and shall not be included in total project costs, up to the statutory limit of one percent of the total amount authorized to be appropriated for the Project.

C. The Government shall not incur costs for mitigation and data recovery that exceed the statutory one percent limit specified in paragraph B. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C. Section 469c-2(3)). Any costs of mitigation and data recovery that exceed the one percent limit shall not be included in total project costs but shall be cost shared between the Non-Federal Sponsor and the Government consistent with the minimum Non-Federal Sponsor's cost sharing requirements for the hurricane and storm damage reduction purpose, as follows: 35 percent borne by the Non- Federal Sponsor, and 65 percent borne by the Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY	CITY OF TYBEE ISLAND, GEORGIA
BY: **[SIGNATURE]**	BY: **[SIGNATURE]**
Joseph W. Westphal	Walter W. Parker
Assistant Secretary of the Army (Civil Works)	Mayor, City of Tybee Island
DATE: _____	DATE: _____

File Attachments for Item:

12. Purchase Authorization of Technology Infrastructure

City of Tybee Island

Memorandum

To: City of Tybee Island City Council
From: Bret Bell, City Manager
Date: September 10, 2026
Re: Purchase Authorization of Technology Infrastructure

Action

Authorization to purchase and install Microsoft Hyper-V server platform for city departmental data and operational needs in the amount of $65,000, and authorization of Budget Amendment to draw from the Fund Balance to fund purchase.

Background

The City's technology consultant, Infinity, recently determined that our existing server infrastructure requires replacement to maintain reliability, security and business continuity. The server supports a variety of departmental functions.

Facts and Findings

1. The existing equipment presents increasing operational and reliability risks. Failure of this equipment could result in service interruptions affecting multiple City departments and business functions.
2. Deferring replacement increases the risk of unplanned downtime, operational disruptions, and higher emergency repair or replacement costs.
3. The proposed project involves migrating to the Microsoft Hyper-V platform, which includes installation of replacement equipment, system design and configuration, migration services, and a five-year warranty.
4. Migrating to Hyper-V will strengthen protection of sensitive information through advanced security features, encryption, and integration with Microsoft's cybersecurity ecosystem.
5. The project is expected to provide long-term operational efficiencies and reduce future technology-related costs.

6. Infinity has advised that technology equipment pricing remains subject to market fluctuations and supply-chain pressures. Delaying procurement may result in higher project costs in the future while extending the City's exposure to operational risks associated with aging infrastructure.
7. The need for this server replacement was not identified as part of the FY27 Capital Budget process, and was not included in the Adopted FY27 Budget. Therefore, a Budget Adjustment is needed to fund purchase.

Funding

The total project cost for equipment, installation, configuration, migration services, and warranty coverage is approximately **$62,330** based on current pricing.

Due to potential price fluctuations during the procurement process, staff is requesting authorization for a project budget of **$65,000**.

Recommend a budget amendment in the amount of $65,000, transferring from the General Fund Fund Balance (Acct #100-0000-39-1300) to the Police Department Service Replacement Project (Acct #350-3210-54-2400).

Alternatives

1. Authorization to purchase and install Microsoft Hyper-V server platform for city departmental data and operational needs in the amount of $65,000, and authorization of Budget Amendment to draw from the Fund Balance to fund purchase.

2. Defer the project to a future fiscal year and accept the increased operational risks and potential future cost increases associated with aging infrastructure.

Recommendation

Alternative 1

CITY OF TYBEE ISLAND, GEORGIA
BUDGET LINE ITEM TRANSFER REQUEST FORM

Submitted By: Jen Amerell

Department: Finance

Date: 8/27/2026

Purpose: Increase the use of general fund balance to cover unbudgeted cost of PD server replacement

Date Received by Finance:

Department	Account Description	Account Number	Current Budget	(Expenditures)	Budget Balance	Requested Budget Adjustment DECREASE	```	Adjusted Budget Balance
LINE ITEM DECREASES								
	Use of GF Fund Balance	100-0000-39-1300			0.00	65,000.00		(65,000.00)
					0.00			0.00
					0.00	0.00		0.00
					0.00	0.00		0.00
					0.00	0.00		0.00
					0.00	0.00		0.00
					0.00			0.00
				SUBTOTAL LINE ITEM DECREASES:		**$ 65,000.00**	**xx**	

Department	Account Description	Account Number	Current Budget	(Expenditures)	Budget Balance	```	INCREASE	Budget Balance
LINE ITEM INCREASES								
PD	PD Server Replacement	350-3210-54-2400			0.00		65,000.00	65,000.00
					0.00			0.00
					0.00			0.00
					0.00			0.00
					0.00			0.00
					0.00		0.00	0.00
					0.00			0.00
				SUBTOTAL LINE ITEM INCREASES:		**xx**	**$ 65,000.00**	
					Net Change	$ 65,000.00	$ 65,000.00	$ -

Signature : _____ Date _____ 9/4/26

Was the Budget Amendment Request approved by the City Council? YES ☐ NO ☐ A

If yes, please indicate the date approval was given: _____

Attach Copy of Agenda Item and minutes from the City Council Meeting

Signature of Finance Employee who Processed the Request: _____

Date: _____

App *Item #12.* _____ Date: _____

File Attachments for Item:

13. Second Reading and Adoption of Ordinance 2026-05 — Amending Code Section 58-179, "Regulatory Fees"

ORDINANCE NO. 2026-05__
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
PERTAINING TO SEC. 58-179, REGULATORY FEES,
FOR THE CITY OF TYBEE ISLAND, GEORGIA TO ADJUST THE
FEES ASSOCIATED WITH SHORT TERM RENTAL CERTIFICATES

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

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

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

WHEREAS, the governing authority desires to adopt ordinances under it police, zoning, and home rule powers, and

WHEREAS, the City of Tybee Island desires to amend Section 58-179 of the Code of Ordinances pertaining to regulatory fees associated with short term rentals, and

NOW, THEREFORE, be it ordained by the governing authority of the City of Tybee Island in open meeting that existing regulatory fees regarding short term rentals in Sec. 58-179 be amended as follows:

SECTION 1

That all regulatory fees regarding short-term rentals be removed from Sec. 58-179 and the following shall be added to the regulatory schedule contained in Sec. 58-179:

Short-Term Rentals with an occupancy of one to five persons: $400.

DRAFT

Short-Term Rentals with an occupancy of six to ten persons: $800.

Short-Term Rentals with an occupancy of over ten persons: $1,200.

SECTION 2

If any section, subsection, clause, or provision of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance which is not invalid or unconstitutional. Where the provisions of this ordinance are in conflict with other ordinances, the most restrictive provision shall be enforced.

SECTION 3

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

SECTION 4

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

This Ordinance shall become effective on _____day of _____, 202__.

ADOPTED THIS _____DAY OF _____, 2026

_____

MAYOR

ATTEST:

_____

CLERK OF COUNCIL

DRAFT

APPROVED AS TO FORM:

_____
CITY ATTORNEY

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

DRAFT

File Attachments for Item:

14. Resolution 2026-16 — Tybee Island Maritime Academy Conceptual Site Plan

RESOLUTION 2026-16
A RESOLUTION OF THE CITY COUNCIL OF TYBEE ISLAND, GEORGIA, EXPRESSING SUPPORT FOR A CONCEPTUAL SITE PLAN ALLOWING FOR THE PLACEMENT OF A PERMANENT SCHOOL BUILDING FOR THE TYBEE ISLAND MARITIME ACADEMY ALONG THE SOUTHERN AND EASTERN EDGES OF MEMORIAL PARK, AND PROVIDE DIRECTION TO THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE, FOR CITY COUNCIL CONSIDERATION, A DEVELOPMENT AGREEMENT, SHARED USE AGREEMENT AND OTHER SUCH DOCUMENTS NECESSARY TO FACILITATE DEVELOPMENT OF A FUTURE SCHOOL BUILDING

WHEREAS, the City of Tybee Island ("City") is a duly organized municipality within the State of Georgia; and

WHEREAS, on August 17, 2021, the City Council approved and adopted an update to the 2016 Comprehensive Plan in accordance with the rules of the Georgia Department of Community Affairs Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-12-1); and

WHEREAS, the Comprehensive Plan provides for a vision for the City that will, among other aspects, "provide increased recreational and educational opportunities for all age groups to promote Tybee Island as a family-friendly destination to live, visit, or do business, while enhancing the distinctive atmosphere of our Island life"; and

WHEREAS, TIMA has been recognized for its outstanding school program on a County, State, and National level; and

WHEREAS, TIMA needs a permanent building to meet the current and projected future needs of the school; and

WHEREAS, the City is committed to assisting TIMA to remain on the island; and

WHEREAS, the City Council approved unanimously Resolution No. 2025-11 on June 12, 2025, which provided, in part, directions to the City Manager "to explore with TIMA and additional entities as necessary the feasibility of locating a shared use school and community facility located in Memorial Park; including long term land lease, seeking financing, and allowing facilities relocation"; and

WHEREAS, the City Council approved Resolution No. 2025-17 on October 9, 2025, which provided, in part, direction to the City Manager "to make a parcel of land in Memorial Park available to the Tybee Island Maritime Academy (TIMA) for the purpose of building and maintaining a permanent school building" after a mutually agreeable written contract is executed by both parties; and

WHEREAS, a public community meeting was held on July 16, 2026, to garner ideas for the future of Memorial Park, and to present and discuss the general location of the proposed school building and other community spaces along the southern and eastern edges of Memorial Park; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF TYBEE ISLAND CITY COUNCIL, in open meeting duly assembled, formally expresses support for the attached conceptual site plan, which depicts the placement of a permanent school building for the Tybee Island Maritime Academy along Butler Avenue and 5th Street.

BE IT FURTHER RESOLVED that City Council directs the City Manager and City Attorney to work with TIMA on development and submittal of a formal site plan, parking plan, and building designs. City approval will be required for specific building location and all building plans. The City may also work with TIMA on a plan to locate temporary school facilities on public property or rights of way on an interim basis upon approval by City Council.

BE IT FURTHER RESOLVED that City Council directs the City Manager and City Attorney to negotiate with TIMA for City Council consideration of a Development Agreement, a Shared Facility Use Agreement, and all other documents necessary to facilitate development of the permanent school building.

SO RESOLVED, this the _____ day of September 2026.

_____

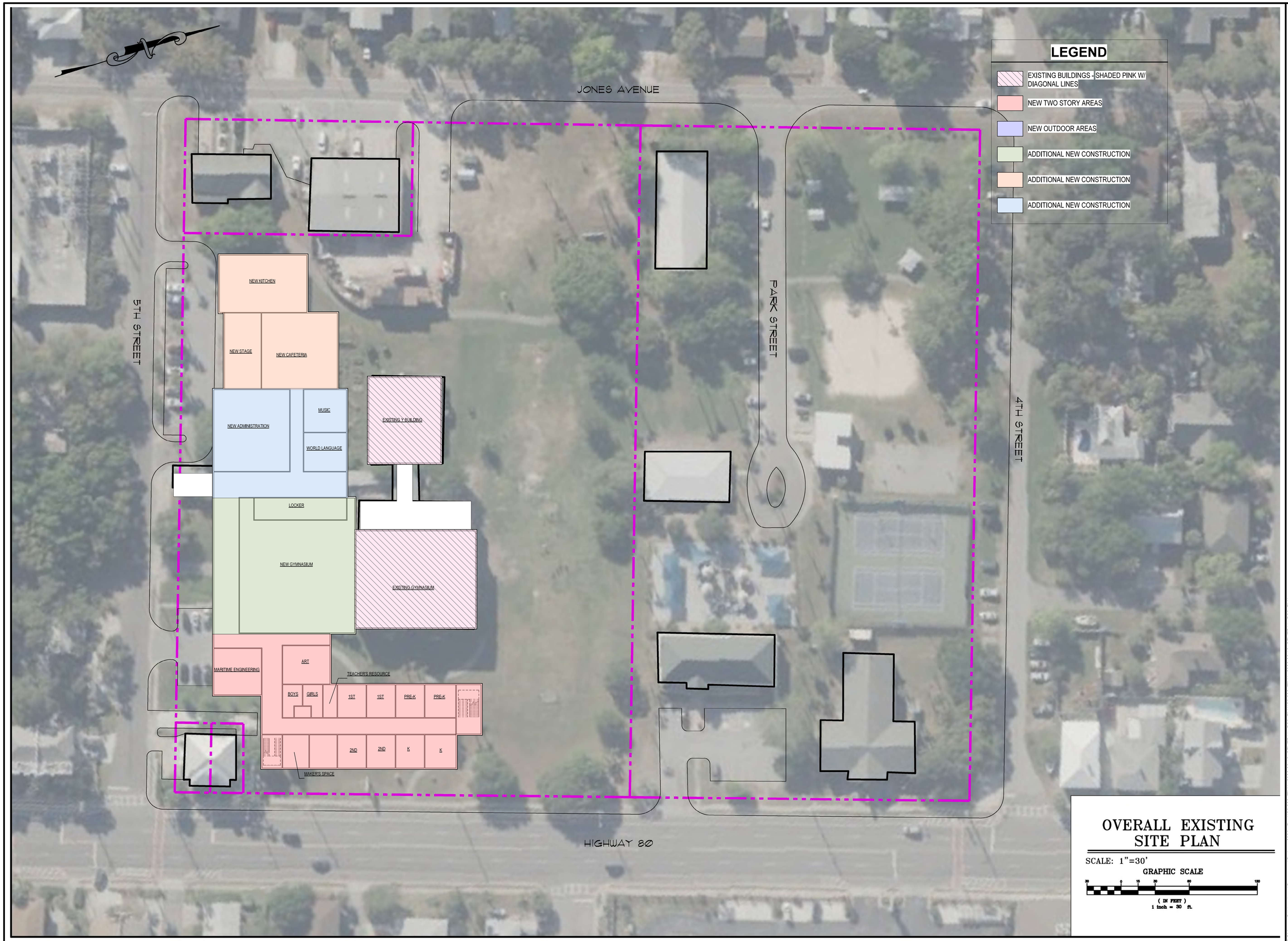
Brian West, Mayor

City of Tybee Island, Georgia

Attested to:

_____

Fabian Mann, Clerk of the Council



OVERALL EXISTING SITE PLAN

SCALE: 1"=30'

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

1 / A1.3 **COMPOSITE PLAN - SCHEME THREE**
SCALE: 1" = 30'-0"

TYBEE ISLAND MARITIME ACADEMY
TYBEE ISLAND COUNTY BOARD OF EDUCATION GEORGIA
SCHOOL CODE: 000-0000
JAMES W. BUCKLEY & ASSOCIATES INC. -- ARCHITECTS GEORGIA
SAVANNAH ALBANY ROME AND STATESBORO

WARNING: Contractors, subcontractors, vendors and suppliers are advised that the contract documents consist of Architect-reproduced printed, bound and numbered specifications, Architect-reproduced printed, bound and numbered drawings, and Architect-reproduced printed, bound and numbered addenda, if any. Documents produced by parties other than the Architect, whether in hard copy or in electronic format, shall not be considered part of the contract documents and do not supersede the provisions of the contract documents. The contractor, subcontractors, vendors and suppliers are advised that they are responsible for verifying that all sheets of any drawings, and construction of the facility are identical to the contract documents.

COMPOSITE PLAN - SCHEME THREE

NOT FOR CONSTRUCTION
NOT VALID UNLESS SIGNED

ISSUED FOR:
Project Status

Author — DRAWN BY
Checker — CHECKED BY
Approver — APPROVED BY
Issue Date — PROJECT DATE
25-008 — PROJECT NUMBER

SHEET NUMBER:
A1.3

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