

MAYOR
Brian West

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



INTERIM CITY MANAGER
Michelle Owens

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

AMENDED AGENDA REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL February 22, 2024 at 6:30 PM

Please silence all cell phones during Council Meetings

Opening Ceremonies

Call to Order
Invocation: Mac McLane, Code Enforcement
Pledge of Allegiance

Announcements

Recognitions

1. Chief Tiffany Hayes: Introduction of New Officer

Consideration of Items for Consent Agenda

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

- 2. Amended** Minutes: February 8, 2024

Consideration of Boards, Commissions and Committee Appointments

- 3.** Planning Commission: Appointment of Member to Fulfill Remainder Term
 - Marie Beebe
 - Anna Butler
 - Beau Livingston
 - Elaine McGruder
 - David Roberts

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

4. Gerald Schantz: Noise from Motorcycles, Cars and Radios on Highway 80

Invited Guests/Staff Reports

5. Carol Tanrath, Branch Director, Tybee Island YMCA, Future Growth
6. **Holly Grell-Lawe, HPC Update**

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



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

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

- [7.](#) YMCA Contract Extension
- [8.](#) Baker Tilly Contract
- [9.](#) Chatham Emergency MAA - Tybee Island 01/29/2024
- [10.](#) Jaycee Parks Sports Lighting

Consideration of Ordinances, Resolutions

- [11.](#) Second Reading: 2024-01, Sec 22-192, Times and Process for Collection of Trash
- [12.](#) Resolution 2024-03 Support for HPC Grant Application

Council, Officials and City Attorney Considerations and Comments

- [13.](#) Tracy O'Connell: Ante Litem
 - David Roberts, **Amended Ante Litem**
 - Amy Spell Cribbs
14. Bubba Hughes: Devon Forsyth
15. Brian West: Memorial Park Plan Task Force
16. Monty Parks: Surplus Funds Policy
- [17.](#) Nick Sears: Proposed STR Ordinance

Executive Session

Discuss litigation, personnel and real estate

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

Adjournment

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

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



THE VISION OF THE CITY OF TYBEE ISLAND

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



THE MISSION OF THE CITY OF TYBEE ISLAND

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

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File Attachments for Item:

2. Amended Minutes: February 8, 2024

Amended City Council Minutes, February 8, 2024

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

Opening Ceremonies

Call to Order

Invocation: Sheron Burgess, Chaplain, American Legion Auxiliary Unit 154
Pledge of Allegiance

Consideration of Items for Consent Agenda

- City Council Meeting, January 11, 2024
- Special Meeting, January 24, 2024
- Statewide Mutual Aid Agreement - GEMA
- Resolution 2024-02: Support for Legislation on Promoters
- Ante Litem: Amy Spell Cribbs: To deny
- Anti Litem: Jenny Rutherford: To deny

Recognitions and Proclamations

Mayor West recognized **Miss Tybee Haley Raymond** and asked she come to the podium. Ms. Raymond approached and gave a brief history of the pageant. She continued to explain her platform called Stop Sex Trafficking Operation Prevention. Mayor West thanked Ms. Raymond for her participation in the program and for representing Tybee Island.

Mayor West recognized **Monty Parks**, as he is now a **Graduate of Robert Knox Municipal Leadership Institute and recipient of the Certificate of Excellence which requires 120 of training hours**. Mr. Parks thanked Mayor West.

Jaime Spear introduced Antar Khaalis as **Employee of the Year**. Mr. Khaalis works at the Department of Public Works as the Crew Forman in the Fleet Maintenance Department. Mr. Khaalis thanked everyone for their support especially Mr. Gulbranson and Brent Levy. Mayor West congratulated Mr. Khaalis for his dedication and hard work.

Mayor West read a statement regarding Orange Crush preparations. He stated:

"the City is making preparations for events advertised by promoters on social media for the weekends of April 19, 2024 and April 27, 2024. Several different unassociated out of state promoters are advertising separate events on the same weekends. You will see a large police presence on the Island for those weekends. Highway 80 and Butler Avenue will be one lane in both directions with the center two lanes for emergency vehicles only. To protect the safety of our residents and to keep Highway 80 passable for emergencies I am working with our fellow representatives, the Department of Transportation, and Georgia State Police to keep Highway 80 open and if necessary to redirect traffic at the Bull River Bridge should the road become impassable or too congested. Please expect delays coming on and off the Island those two weekends. We will provide more information as the date approaches."

Mayor West continued, *"the safety and security of our residents and work force, the reputation of our Island as a destination for families is of paramount importance to himself and Council, and it is his goal to make it happen."*

Citizens to Be Heard

- Jim Kluttz: Mr. Kluttz approached Mayor and Council to express his concerns with the Audit 2023FY. Mayor West thanked Mr. Kluttz for his concerns.
- Shirley Wright approached Mayor and Council to speak to Open and Transparent Government (attached). Mayor West thanked Ms. Wright.
- Devon Forsyth approached Mayor and Council to speak to his STR Permit. Mayor West thanked Mr. Forsyth.
- Michelle Nooney approached Mayor and Council to speak to the process for selecting a Mayor pro tem. Mayor West thanked Ms. Nooney.
- Diane Kessler approached Mayor and Council to speak to the proposed STR ordinance. Ms. Kessler is opposed to the proposed STR Ordinance and outlined her concerns. Mayor West thanked Ms. Kessler.
- Roger Huff approached Mayor and Council. Mr. Huff stated he is opposed to the proposed STR Ordinance before Mayor and Council. Mayor West thanked Mr. Huff for his comments.
- Julia Pearce approached Mayor and Council to speak to the Mayor pro tem process and the selection process for the City Manager. She stated her support for Michelle Owens current Interim City Manager. Mayor West thanked Ms. Pearce.
- Tanya Huff approached Mayor and Council. Ms. Huff is opposed to the proposed STR Ordinance. Mayor West thanked Ms. Huff.
- Cory Jones approached Mayor and Council. Mr. Jones stated he is opposed to the proposed STR Ordinance before Mayor and Council. Mayor West thanked Mr. Jones for his comments.
- Bill Anderson approached Mayor and Council. Mr. Anderson stated he is opposed to the proposed STR Ordinance before Mayor and Council. Mayor West thanked Mr. Anderson for his comments.
- Keith Gay approached Mayor and Council. Mr. Gay spoke to the proposed STR Ordinance and to affordable workforce housing. Mayor West thanked Mr. Gay for his comments.
- Eric Pulcha approached Mayor and Council. Mr. Pulcha spoke to the proposed STR Ordinance before Mayor and Council. Mayor West thanked Mr. Pulcha for his comments.
- James Hall approached Mayor and Council to speak to the pending lawsuit regarding the current STR Policy. Mayor West thanked Mr. Hall for his comments.
- LeAnne Marsh approached Mayor and Council. Ms. Marsh spoke to Property Rights and the proposed STR Ordinance. Mayor West thanked Ms. Marsh for her comments.
- Nicolas Hale approached Mayor and Council to speak to the proposed STR Ordinance. Mr. Hale stated he is opposed to the proposed ordinance and asked Mayor and Council to vote in opposition. Mayor West thanked Mr. Hale for his comments.
- Arthur Mortel approached Mayor and Council. He stated he is opposed to the proposed STR Ordinance. Mayor West thanked Mr. Mortel for his comments.
- Julia Pearce approached Mayor and Council. She spoke to possible spot zoning. Mayor West thanked Ms. Pearce.
- Becky West approached Mayor and Council. Ms. West reminded everyone to respect your neighbors even though they may be visitors to the Island. Mayor West thanked Ms. West for her comments.

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

Public Hearings

Site Plan Review: 1401 Strand Avenue, Petitioner FB Marino, LLC dba Hydrotech, Linchris Tybee Report. **George Shaw** approached Mayor and Council. Mr. Shaw stated 1401 Strand is Hotel Tybee and they are proposing to install a splash pad, a water feature without standing water. The Planning Commission recommended approval, 4-1, and Staff is recommending in favor. Mr. Loehr approached Mayor and Council to answer questions. Mayor pro tem Parks asked Mr. Loehr if he had researched a shallow well. Mr. Loehr confirmed and explained the shallow well will replace the current irrigation system and not the splash pad. **Spec Hosti** made a motion to approve. **Bill Garbett** seconded. Vote was unanimous to approve, 6-0.

Consideration of Ordinances, Resolutions

First Reading 2024-01, Sec 22-192, Times and Process for Collection of Trash and Other Refuse from Commercial Properties including from Dumpsters and other Receptacles and Address Noise from Idling Commercial Vehicles. **Tracy O'Connell** stated Code Enforcement is trying to streamline the process as well as to cut down on noise and disturbance to property owners on the Island. There are two proposals: (1) Collections with any type of trash Island wide and time limit for disturbance and (2) commercial vehicles when deliveries can be made. Code Enforcement is asking for guidance and clarification. Mayor West confirmed it was discussed at the workshop and there are recommended changes to the proposed ordinance. Ms. O'Connell stated there are recommended changes to Section 2. She continued, there are two (2) items. One being collection of trash from dumpsters and then the discussion went to delivery trucks, which is different from collecting trash from dumpsters. Ms. Williams referred to the word "commercial" which is in the heading. Ms. O'Connell confirmed. Ms. Williams stated it would be less confusing if the word was removed from the title. Ms. Williams stated she has concerns with the exceptions as stated in the proposed ordinance such as if an emergency should arise it would be included. Ms. O'Connell referred to Section 1b which refers to locations, as there could be an issue with Code compliance. She recommended changes in the wording to include times of trash pickup on the weekends. Mayor pro tem Parks agreed with Ms. Williams to an 8:00AM start time. **Kathryn Williams** made a motion to approve for Sec 1 only, deleting Sec 2, and amending by deleting the word commercial in the title and changing the wording in Sec 1 to read if in a unique situation that would be the exception and the time to 8:00AM. **Mayor pro tem Parks** seconded. Vote was unanimous to approve, 6-0.

Council, Officials and City Attorney Considerations and Comments

Brian West stated Council has discussed in workshops how they would like to have a **City Manager Search** to ensure the City has the best-qualified person to take care of the City. This is our due diligence and the question is to whether to hire a firm to conduct the search. **Kathryn Williams** made a motion to direct the Human Resources Director, Jaime Spears to facilitate the City Manager search. **Nick Sears** seconded. **Discussion:** Bill Garbett stated he strongly disagrees, as the City needs to take advantage of a firm with expertise as this places Ms. Spears in a very uncomfortable situation in trying to replace her boss. Mr. Hosti stated he is satisfied with Ms. Owens. Mr. Ploughe stated he is happy with Ms. Owens but feels the City needs to do their due diligence of considering other candidates with experience. Voting in favor were Kathryn Williams and Nick Sears. Those voting against were Monty Parks, Bill Garbett, Tony Ploughe, and Spec Hosti. Motion failed 4-2. **Bill Garbett** made a motion to contract with **Baker Tilley** to conduct a search for City Manager. **Tony Ploughe** seconded. Voting in favor were Bill Garbett,

Tony Ploughe, and Monty Parks. Those voting against were Kathryn Williams, Spec Hosti and Nick Sears. Mayor West voting in favor of using Baker Tilly. Motions passed 4-3.

Nick Sears referred to the Memorandum in the packet, which lays out a relatively simple proposal at an estimated cost of a fraction of other proposals for a **Supplemental Water System**. He moves Thomas and Hutton Engineers be engaged to conduct a general initial feasibility study of this proposal and to report a general conclusion. **Monty Parks** seconded. **Discussion:** Mr. Ploughe stated he is very much in favor in getting a cost estimate and get more data to determine this. He would also like to put price limit on the research. Mr. Hosti stated he would like to ensure water is available prior to the onset on a study. Mayor pro tem Parks referred to the City's permit, which is due for renewal in 2025 or 2026 with the State regarding our withdrawal. He would like someone to check to see if anyone has had their withdrawal rate increased. Mr. Ploughe would like the motion amended. **Tony Ploughe** made a motion to include \$5,000 limit on the research and include an investigation on Savannah's capabilities to supply initial water to the City. **Nick Sears** seconded the amendment to the motion. Vote was unanimous to approve, 6-0.

Tony Ploughe recused.

Nick Sears expressed his concerns with the wording on the agenda "for discussion only". He does not think the technical approach is in the City's best interest although he would like to start the process and does not want to do so with the appearance of ignoring what is written on the agenda. Mr. Sears stated he suggests we adhere to the literal meaning of "for discussion only" and proceed with the discussion. He stated it will be on the agenda for the next City Council Meeting, February 22, 2024. Mr. Hosti asked if this could be moved to the City Attorney for action. Ms. O'Connell confirmed and stated Mayor and Council can direct Ms. Owens to take any sort of action. Mayor pro tem Parks stated he has one comment. He is not reading this as in any way limiting Staff's or stopping Staff's administrative duties currently in administering STR process. Mr. Hosti stated he has lived on the Island since 1956 and Tybee has always been a vacation destination and he feels there are more families here currently than in the past and is against the proposed ordinance. Mayor West spoke to the generational homes on the Island and the revenue generated by STR's. Ms. Williams stated this only applies to residential areas, R-1, R-1b, and R-2. Mr. Garbett expressed his concerns with allowing STR's in residential areas as this is a non-confirming use of the property. He is in favor of the proposed ordinance.

Tony Ploughe returned to the Diaz.

City Manager Discussion and Actions Items

Michelle Owens stated Mayor and Council asked her how are data is backed-up. **Ms. Owens stated the City does use off-site hosted server and currently in the process with our IT, to switch to a managed service contract. All of the data is backed up offsite, in a hosted environment.**

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

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

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

Meeting adjourned at 9:45PM.

Janet LeViner, MMC
Clerk of Council

February 8 City Council Meeting

Thank you for this opportunity to speak to ^{TAC} agenda item ^{ADDRESSING GOVERNMENT TRANSPARENCY} #8. My name is Michelle Nooney and I live at 1012 Bay Street.

I would like to review some of the comments that were stated in the January 3rd City Council Workshop that led to my concerns and wanting to speak this evening. That is the selection of the Mayor Pro Tem. After reviewing the ordinance regarding the selection, the Mayor opened the discussion asking for any recommendations from anyone for Mayor Pro Tem. Three different voices can be heard saying Kathryn Williams. The Mayor stated Kathryn's name and indicated that that sounded like a simple decision. There was some discussion that followed about when the actual voting would occur. During that time, a Council Member can be heard saying, "There you go Kathryn. There's your show of faith." The Mayor concluded the discussion, with "Congratulations Kathryn. That will be made official on January 11".

In one week, 3 of the 6 Council Members and the Mayor changed their minds. What changed in such a short period of time that 4 people chose a person who wasn't even mentioned at the workshop?

Kathryn's credentials did not change. She received the highest number of votes in the most recent election, has spent countless hours volunteering for various organizations on the Tybee, and has served on previous City Councils. She is well qualified to represent Tybee in the Mayor's absence.

It is my concern, and it should be a concern to all Tybee citizens, not just women, but all Tybee citizens, that one of the first actions of this City Council is to deny the only woman on the Council a position that is rightfully hers and was seemingly promised to her. There's your show of faith. Congratulations. That will be made official on January 11.

Thank you again for the opportunity to express my concern.

Shirley Wright - Testimony to Tybee Island City Council
February 8, 2024

Forever Tybee: To Support Ethical, Open, and Transparent Government
in all decision making and official actions

I'm Shirley Wright, full time resident at 37 Pulaski Street, and full-time volunteer as Chair of Forever Tybee.

Thank you, Mayor and Council members, for honoring the tradition of allowing citizens to speak about their concerns at council meetings. I will honor my 3-5 minute limit.

Forever Tybee was founded in late 2008-2009 when perceived "shameless shenanigans" and blatant self-dealing had become common on the Tybee City Council – so much so that Savannah Morning News cartoonist, Mark Streeter, regularly published cartoons dealing with the outlandish Tybee council's behavior.

Forever Tybee founders were Republicans, Democrats, and Independents who were embarrassed about council's poor behavior. They wanted honest government.

The Forever Tybee vision from the beginning was "**to support ethical, open, and transparent government in all decision making and official actions.**"

For 15 years we have worked for that goal, and thought we had made progress. I am here tonight because many in our community – members and non-members - believe that in the first week of a new administration, trust was broken - giving them concern that the new council does not share our core value.

Voters on Tybee are not of one mind, and I cannot speak for all they want...but I know this.....

- Most of us voted
- Most of us **want** to believe in you, **want** to trust you, **want** you to succeed, and **want** to support you in making Tybee better

In my comments, I do not intend to convey disrespect—instead, we have great appreciation and reverence for the jobs you have and your desire to serve.

So what gives us concern?

- We want fairness - and for traditions to be honored. And, if you are not going to honor traditions, we expect an open and transparent process with explanations about how and why changes are to be made – not the perception of a back room deal.
- In the appointment of the Mayor Pro Tem, a ceremonial title given to the highest vote getter in the mayoral election, and based on decades of tradition, that did not happen.
- 707 people who cast votes for the council member they wanted got disregarded.

- They knew the tradition. They were blindsided.

It's a small island. We find out more than voters in larger cities:

- We know when a new mayor meets with the former mayor to discuss a tradition and is cautioned about doing it - and the bad consequences that could follow
- We know when the highest vote getter meets with the mayor and tells him, "Yes, I want this title I've earned, and I will work hard with you for Tybee."
- Many of us attended or watched the workshop where the highest vote getter was congratulated regarding Mayor Pro Tem. We heard the new mayor say that only a vote on January was now needed. We left that workshop thinking the decision was made – and then it changed.

Why is this such a big deal for a ceremonial title?

Because, Mr. Mayor and Council, what I have heard these past weeks is:

"If they will do this, what will they do next?"

The speculations of bad behavior to come are widespread, from the sacred 35 ft. height restriction to unfettered development, to the appointment of City Manager, to more mundane and divisive issues.

For those of us who grew up in a religious tradition, we heard stories about coveting and betrayal – other than Judas Iscariot, the most prominent Old Testament story was of King David casting his eye toward Bathsheba – wanting and going after something that wasn't rightly his – despite all good advice from those around him to look elsewhere.

And, for those of my age, "We did nothing illegal" – which was the early-on explanation for this incident, it is reminiscent of Richard Nixon's proclamation that "I am not a crook."

An incident like this right out of the gate leads to a visceral loss of trust, fear, disappointment, and anger.

So what do we want? Three things.

Many of your voters believe that what you did was wrong.

But ...you have doubled down and it is clear that you are not going to change the appointment that has been bestowed.

1. The Mayor Pro Tem tradition has been tarnished -- so in your lengthy work plan we would ask you to set a goal to re-establish and keep the trust of the people you serve. We ask you to develop new, written council processes -- not just for the role of Mayor Pro Tem -- but for how decisions will be made to ensure fairness and openness in all your decision making.

2. This incident and recent events has also raised the need for stricter guidelines and expectations for ethical behavior for elected officials.

We would like to call for another look at our Ethics Ordinance – to strengthen it – when dealing with elected and appointed officials’ bad behavior.

When staff members make bad choices, break laws, or get involved with the police, we expect our City Manager to hold those staff accountable – usually it means they are written up -- or can no longer work for the City .

Yet under our current Ethics Ordinance - elected or appointed officials are not held to the same standard if they are involved in an offense, get arrested, or have well known bad behavior.

I was recently asked, “What behavior of a city council member would be too much – too offensive - for that person to remain in office?”

Perhaps we should answer that question in a new and improved Ethics Ordinance.

3. Finally, **transparency** is defined as being clear – it means conducting business in the light.

Could we apply that to the rooms where city council meetings are held? Instead of circling the wagon with your backs to the public, where sound is difficult, could meetings be held in rooms with sound systems, and video systems, so we are all able to watch our government in action? Transparency requires that elected officials be both seen and heard.

The recent move to meet where there is no speaker system might lead a voter to believe that this council doesn’t want their dealings to be heard. Let’s allay that fear.

Please learn from this unfortunate beginning. We elected you and we are depending on you.

Thank you for listening.

File Attachments for Item:

3. Planning Commission: Appointment of Member to Fulfill Remainder Term

Marie Beebe

Anna Butler

Beau Livingston

Elaine McGruder

David Roberts



CITY OF TYBEE ISLAND
P.O. Box 2749 · 403 Butler Ave.
Tybee Island, GA 31328
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PLANNING COMMISSION MEMBER APPLICATION QUESTIONS

(applications will not be processed without completion of these questions)

1. Why do you want to be a member of the Tybee Island Planning Commission?

Wed Jan 3
To serve my community.
To help with planning and development of Tybee Island. To keep following the codes and ordinances for building to keep Tybee from becoming a Hilton Head.

2. What do you believe to be the most important aspect of the role that a Planning Commissioner plays for the community and the City?

To help city council with decisions needed to be made with zoning and planning. To do the legwork, so to say, for city council. To inform the public as to what's going on in their community.

3. Explain your understanding of the City of Tybee Island's Land Development Code.

The land development codes were established to not only preserve Tybee, property values but also to help the city with codes for development. Rules for the city to follow as a whole.

4. Briefly explain a land use decision that interested you. Share your observations about the process and the decision.

I will always go back to the height limit. Because of that code, Tybee stays Tybee and does not become another high rise destination place.

20211206/jrl

5. Where do you see the City of Tybee Island in ten (10) years?

Hopefully the same as it is now. Though there will be new homes and businesses, if we follow the codes, as far as planning not much should change.

6. In your own words, please give your personal opinion as to the meaning of "conflict of interest."

Conflict of interest is when a decision is made which may benefit the person making it, or if it affects the person or their business.

7. What would consider to be the biggest accomplishment that the Planning Commission has made over the last five (5) years?

Keeping to our codes.
Keeping Tybee - Tybee and not let building get out of hand.

8. If you could change one thing about the Planning Commission, what would that be? Please explain the benefits that would come about as a result of the proposed change.

I cant think of anything I would change. I have enjoyed working with different people w/ different opinions but all held to the same codes.

Signature

Marie Rodriguez Beebe

Today's Date

12/25/23

Printed Name

20211206/jrl

Address 713 Jones Ave
Tybee Is, GA
31328

Telephone: 912 7860181
912 656 7706

Email mrodriguez@cityoftybee.org

20211206/jrl

From Anne Butler
12/28/23



CITY OF TYBEE ISLAND
P.O. Box 2749 · 403 Butler Ave.
Tybee Island, GA 31328
Phone (912) 786-4573 · Fax (912) 786-5737

PLANNING COMMISSION MEMBER APPLICATION QUESTIONS

(applications will not be processed without completion of these questions)

1. Why do you want to be a member of the Tybee Island Planning Commission?

I have lived on Tybee full time since February 4, 1995 and plan to continue to live here in the future after I retire. Over the years I have attended numerous Planning Commission and City Council meetings. I admire the people who step up to give their time to these very necessary functions for Tybee and would like to also serve the city. Through my role as an observer with the non-profit group Forever Tybee, I have attended almost all the planning commission meetings since 2019. As such, I am familiar with the many types of issues that they have had before them over this time, with the Planning Commission processes and with the Land Development Code. I would like to contribute to the growth and development of Tybee as well.

2. What do you believe to be the most important aspect of the role that a Planning Commissioner plays for the community and the City?

The most important aspect of the Planning Commission is reviewing the requests that come before it to ensure that these conform to the current Land Development Code and current zoning regulations, to thoroughly vet those requests by reviewing the Code, listening to all applicants and evaluating these requests with respect to the Land Development Code and how it would affect the community as well as the residents or people involved, then to advise the City Council of their findings for the City Council to use in their decision making.

3. Explain your understanding of the City of Tybee Island's Land Development Code.

Provides formal and official guidance and set of rules for land use and zoning within the City of Tybee Island, enforcement of such rules, procedures for permitting new building, renovations site plans and variances to the rules of the Land Development Code, to provide defined processes for the orderly development of the land within the City.

4. Briefly explain a land use decision that interested you. Share your observations about the process and the decision.

20211206/jrl

The land use decision concerning a new subdivision of the marsh area adjacent to Mortar Avenue. There were 16 lots on the west side of Mortar Avenue and most of the lots did not have enough upland area that was considered buildable”.

The applicant was requesting to recombine many of these lots into only 4 lots instead of the 16 currently platted. This was interesting because this had already been a controversial development before the request as the developer had removed many trees from the lots on the other side of Mortar Avenue without a tree permit. With this request, residents spoke at the planning commission asking that the applicant follow the law in delineating the wetlands as the wetland’s delineation shown in the application was expired. The Planning Commission also clarified that trees within the wetlands cannot be counted for the required tree density needed for the upland buildable area. The Planning Commission approved the request.

5. Where do you see the City of Tybee Island in ten (10) years?

To date, the City has done a good job in balancing the commercial growth of the City with residential uses, in part because of zoning and the 35 foot height limit requirement for both commercial and residential areas. This has resulted in keeping the small-town residential feel of Tybee that draws both tourists here for vacations as well as permanent residents to make Tybee their home. I hope to see this balance continue. The biggest challenge in the next five to ten years will be managing the daytime visitor traffic and crowds as the populations in the surrounding counties grow exponentially with the influx of new factories (EVs) and supporting facilities and the projected growth of the port of Savannah. I hope to see the City develop and work with the surrounding counties and State of Georgia to find a way to manage this issue.

6. In your own words, please give your personal opinion as to the meaning of “conflict of interest.”

7.

A conflict of interest occurs when someone on the Planning Commission and involved directly with a particular decision has a personal or financial interest in the outcome of that decision. A personal interest could also be related to a business interest of that person or could be an indirect financial interest based on the request and that person’s particular circumstances.

8. What would you consider to be the biggest accomplishment that the Planning Commission has made over the last five (5) years?

The series of planning commission meetings and requests for clarification of the site plan and required information lacking in the site plan application submitted by the group who were proposing a site plan for a commercial casino boat cruise business at one of the docks at the Lazaretto Creek Marina area. The planning commission at that time asked for missing items from the site plan such as the septic tank and leach field, how they would connect to the new proposed toilets, parking, ADA compliance, fuel spill plan during refueling, marsh buffer requirements, and a traffic study as the planning commission saw the coming and going of over 150 cars once or twice a day at an already dangerous and blind intersection at

20211206/jrl

the base of Lazzaretto Creek would be a significant safety hazard. The ultimate result after many planning commission and city council meetings was that the Lazaretto Creek area was not big enough for such a large commercial enterprise, and ultimately the designation of "passenger cruise ship" was removed from the list of permitted uses in the city code for the maritime district.

9. If you could change one thing about the Planning Commission, what would that be? Please explain the benefits that would come about as a result of the proposed change.

Similar to the way the Zoning Administrator and City Staff have been granted the authority to approve some zoning and variance requests with out sending the requests to the Planning Commission, the Planning Commission could be utilized in its capacity as a planning body or organization more fully and have more autonomy in decision making. Some of the more basic decisions for zoning or variances to the land development code could be made by the Planning Commission with out having to be sent on for a second review by the City Council. This would save the applicants time in getting a decision as well as saving city councils' time.

Signature Anna H. Butler Today's Date Dec 22, 2023

Printed Name : Anna H. Butler

Address 1212 5th Avenue
PO Box 515
Tybee Island, GA 31328

Telephone: 912-786-8004 (h)
912-667-2788

Email a.h.butler1527@att.net

Anna H Butler
1212 5th Ave
PO Box 515
Tybee Island, GA 31328
Phone: 912-786-8004
Email: a.h.butler1527@att.net

Summary: Over 39 years of professional experience resulting in strong skills in the areas planning, management, and communications from working with a variety of customers and projects, both in the private sector and in government. Have developed strong analytical and problem-solving skills, as well as skilled in listening to customer feedback, addressing customer needs and managing expectations.

Experience: United States Army Corps of Engineers
100 West Oglethorpe Ave
Savannah, GA 31402 United States

2/2018 – Present: Project Manager

Manage project scope, cost, schedule, budget, and execution for assigned environmental remediation and restoration projects for both DOD and Interagency customers. Work with contracting to prepare source selection documentation such as acquisition strategy and plans, and source selection criteria. Develop pre-award documents such as performance work statements (PWS) and Independent Government Estimates (IGEs). Manage contractors performing site investigations and characterizations for both RCRA and CERCLA regulated sites using various technologies and processes.

Plan and schedule resources for all projects, provide weekly/monthly reporting of project status, interface and communicate with customers to keep customers current on project status, make recommendations, work to resolve any issues. present alternate approaches and solutions to problems that may be encountered. Perform Contracting Officer Representative duties for contracts where designated as COR. Participate in programming decisions for assigned projects as well as approving payment of all invoices. Ensure the development of projects and products follow current guidance, laws, regulations, and policy.

10/2001 – 2/2018 Technical Manager

Assigned as Geologist/Technical manager in the Geology/Hydrogeology and HTRW Design Section. Serve as project leader in managing and executing a variety of environmental and geotechnical projects. Responsible for planning, coordinating and executing environmental investigations, studies and designs using both in-house and contracted resources. Provided technical management and expertise in order to analyze site data, prepare reports, and develop presentations in the areas of environmental remediation and hydrogeology. Summarized details of complex site investigations and related environmental laws and regulations for various groups and agencies with limited project knowledge. Designated SAD Innovative Technology Advocate (ITA).

02/1995 - 10/2001: Geologist

Planned, organized, and executed surface and subsurface geological explorations for surface geologic mapping and drilling for geologic and construction projects at large dams and other engineering projects. Environmental investigations designed to characterize the horizontal and vertical extent of soil and groundwater characteristic. Prepared reports for geologic investigations and presented conclusions during meetings and conferences. Interacted with state and federal regulators. Prepared Phase I and II Investigations and reports for real estate transactions.

Provided technical support for design documents including plans and specifications for military construction projects for Engineering Division, Savannah District.

Blues Harbor Inc.
Peachtree Street
Atlanta, GA 30303 United States
02/1990 - 09/1994: General Manager

Directed and oversaw operational activities, including quality control and customer relations. Supervised up to 30 employees. Prepared work schedules, established production goals, resource needs, organizational structure, and cost control measures. Negotiated and prepared contracts with various industry vendors and talent providers. Prepared budgets and cost estimates, developed business and financial plans, oversaw accounting procedures and financial statements. Inspected work areas, made sure health and safety requirements were maintained.

Developed and implemented advertising and marketing strategies. Evaluated business proposals based on projected revenues vs. cost estimates. Successfully maintained day-to-day activities through leadership, supervision, and employee participation in maintenance and compliance with regulations.

Gearhart Industries
Fort Worth, TX 76101 United States
01/1977 - 03/1987: Senior Field Engineer

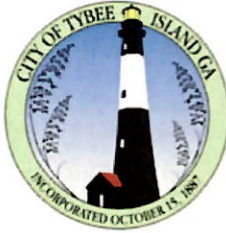
Independently planned, directed, and conducted geophysical investigations for subsurface geological exploration related to discovery and identification of petroleum hydrocarbons. Evaluated geophysical properties derived from remote sensing data. Used proprietary software for data analyses and to assimilate and interpret technical data. Ensured health and safety compliance, served as safety officer in Liberal Kansas office.

Worked in this capacity in Liberal KS, Dunkirk NY, Bakersfield CA, and Farmington NM. Mar 1984 to Nov 1985 worked as Engineering Instructor in corporate training facility located in Fort Worth, TX. Provided training and development for newly recruited engineers, foreign and domestic. Taught classes in geology, instrument theory and application; prepared training manuals.

Education: Georgia Institute of Technology Atlanta, GA
Master's Degree 09/1990
Major: Geophysical Sciences Minor: Hydrology
Major area of study was geochemistry/hydrology/environmental sciences.

Master's Thesis: "Radon 222, Radium 226, and Uranium 238 and Major Ionic Concentrations in the Ground Water of the Georgia Piedmont: Their Relationship with Geology and Each Other." Presented findings to Health Physics Society in Anaheim, CA in June, 1990.

University of Georgia Athens, GA
Bachelor's Degree 06/1976
Major: Geology Minor: Journalism



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www.cityoftybee.org

From Anna
Butler

PLANNING COMMISSION MEMBER APPLICATION PACKET

Thank you for your interest in serving on the Planning Commission of the City of Tybee Island.

The Planning Commission makes formal recommendations to the Mayor and the City Council on Land Development Code petitions and issues. The Planning Commission is a citizen board appointed by the Mayor and the City Council. It is composed of six voting members and a chairperson who votes only in the event of a tie. Terms are staggered and are for two years, beginning on February 1. Members must be residents within the city limits of Tybee Island. Planning Commission members are not compensated by the City for their service.

The Planning Commission meets at City Hall once a month at 6:30 p.m. The dates of meetings for the current calendar year are posted at the City's website at www.cityoftybee.org.

Attached is Article 11 of the Land Development Code and the Planning Commission Rules of Procedure which will provide information about the Planning Commission. It may also be useful to review the minutes of past Planning Commission meetings which are posted at the City's website.

To apply for a Planning Commission opening, you must complete the attached form and submit it with your resume to the Clerk of Council before the deadline date.

20211206/jrl



TYBEE ISLAND
· 403 Butler Ave.
Tybee Island, GA 31328
'3 · Fax (912) 786-5737
tyofytybee.org

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PLANNING COMMISSION MEMBER APPLICATION QUESTIONS

(applications will not be processed without completion of these questions)

1. Why do you want to be a member of the Tybee Island Planning Commission?

I believe that the commission provides a valuable service to both the city and citizenry of Tybee Island. Being not only a resident but a small business owner, it is important to me to serve my community.

2. What do you believe to be the most important aspect of the role that a Planning Commissioner plays for the community and the City?

I believe the most important aspect of the role is to thoroughly research agenda items and provide a clear and unbiased view of the project to both the public and Tybee City Council.

3. Explain your understanding of the City of Tybee Island's Land Development Code.

I have spent a great many hours reading and researching the LDC. The Land Development Code is essential to a well-functioning city and with very few exceptions should be adhered to as written. It governs the development of every parcel of land on Tybee and also aids in the protection of natural resources including trees and marshlands.



4. Briefly explain a land use decision that interested you. Share your observations about the process and the decision.

I was intrigued by the development of 708 Butler Ave and the process to protect the trees on the parcel and especially the construction of a 550+ foot walkover through the existing dune field.

I felt the decision to permit the crossover for the benefit of 10 households was not in the best interest of the island as a whole.

5. Where do you see the City of Tybee Island in ten (10) years?

I believe that the pandemic created a heightened level of tourism for a few years that has started to drop off. This fact should give a little time to regroup and determine the direction that we want to go.

6. In your own words, please give your personal opinion as to the meaning of "conflict of in

A conflict of interest arises when a member of the commission could or would benefit in any way by voting in a particular manner. This is most common when there is financial gain at stake for the commissioner or immediate family.

6. What would consider to be the biggest accomplishment that the Planning Commission has made over the last five (5) years?

Helping to develop the short term rental ordinances..

7. If you could change one thing about the Planning Commission, what would that be? Please explain the benefits that would come about as a result of the proposed change.

I would have them work closer with city council

Signature Beau Livingston Today's Date

Printed Name Beau Livingston

Address 403 Jones Av.
Box 989

Telephone: (912) 429-7723

Email beau4tybee@gmail.com
LAND DEVELOPMENT CODE

ARTICLE 11. PLANNING COMMISSION

Sec. 11-010. Creation and purposes.

There is created a planning commission for the purpose of promoting the health, safety, morals, convenience, order, prosperity and general welfare, and to provide for the orderly development of the city.

Sec. 11-020. Name.

The name of the planning commission shall be "The Tybee Island Municipal Planning Commission" herein referred to as the "planning commission".

Sec. 11-030. Membership.

The planning commission shall consist of seven (7) members who shall be residents within the city limits of Tybee Island, appointed by the governing body, with a chair voting only in the event of a tie.

Sec. 11-040. Terms of office.

Members of the planning commission shall be appointed by the mayor and council for two year staggered terms of office.

Sec. 11-050. Filling vacancies.

A vacancy in the membership of the planning commission shall be filled in the same manner as an original appointment.

Sec. 11-060. Removal of members.

The mayor and council may remove any member of the planning commission for cause after written notice at any regularly scheduled city council meeting. A recommendation for removal from office can be requested by a concurrence of four members of planning commission and the chair of the planning commission for violation of the attendance requirements as set forth in the rules of procedure as adopted by the Tybee Island Planning Commission.

Sec. 11-070. Compensation.

Compensation, if any, to any member of the planning commission shall be determined by the mayor and council.

Sec. 11-080. Chair and vice-chair.

The planning commission shall elect one of its appointed members to serve as chair, and another as vice-chair. They shall serve for a period of one year, or until successors are elected.

Sec. 11-090. Secretary.

The secretary to the planning commission shall be the zoning administrator. In his or her absence, the planning commission may appoint an employee of the city or a member of the planning commission.

Sec. 11-100. Meetings.

(A) The planning commission shall meet in a regular session each month no later than sixteen days prior to the first scheduled city council meeting of the following month at city hall at 7:00 p.m. Special meetings may be held as deemed necessary by the chair or a majority of the members or at the request of the mayor or council with 48 hours notice to said members.

(B) The planning commission shall conduct its business under rules approved by the mayor and council. It shall keep a record of its proceedings which shall be a public record.

Sec. 11-110. Duties.

The planning commission shall perform all of the following duties:

- (A) Duties and responsibilities assigned by the mayor and council.
- (B) Make formal recommendations to the city council on all petitions for variances from the city's technical codes.
- (C) Make formal recommendations to the city council on all petitions and the meeting of ordinance requirements for zoning map amendments, subdivisions, and/or amendments to the text of this Land Development Code, specifically including but not limited to special assignments requested by the governing body, the city code enforcement department, city engineers.
- (D) Land use planning. The planning commission shall make careful surveys and studies periodically in order to update the city's master plan and Land Development Codes. Consideration shall be given to existing conditions, probable future development, and the promotion of public health, safety, prosperity, economics development, efficiency and the general welfare as evidenced by the quality of life in the community.

□

**RULES OF PROCEDURE
PLANNING COMMISSION**

1. GENERAL – The City of Tybee Island Planning Commission shall be governed by terms of the Georgia General Planning and Enabling Act of 1957, as amended, and other special state laws, related to city planning.

2. MEMBERS, OFFICERS AND DUTIES OF SAME – The Planning Commission shall consist of seven (7) members appointed by the Mayor and Council of the City of Tybee Island. Appointments shall be made at the

first scheduled City Council meeting in January. The terms of office for members of the Planning Commission shall be two (2) year staggered terms.

- A. CHAIR – The term of office shall be for a period of one (1) year with the election taking place at the first meeting after the appointments are made by Mayor and Council. The Chair will be allowed to vote only in the event of a tie vote. The Chair shall decide all points of order and procedure using Robert's Rules of Order. The Chair may appoint one or more members to investigate and report on matters which shall come before the Planning Commission.
- B. VICE-CHAIR – A Vice-Chair shall be elected from the members of the Planning Commission. The term of office shall be for one (1) year, with election taking place at the first meeting after the appointments are made by Mayor and Council. The Vice-Chair shall act as Chair in the absence of the Chair.
- C. SECRETARY – The Secretary to the Planning Commission shall be the Zoning Administrator or his/her designee.

3. REGULAR MEETINGS OF THE PLANNING COMMISSION – Regular meetings of the Planning Commission shall be held no later than sixteen (16) days prior to the regularly scheduled City Council meeting on Monday evenings at 6:30 p.m. at City Hall. Planning Commission packets, prepared by the Zoning Administrator, will be available for pickup by the members of the Planning Commission on the Friday one week preceding the Planning Commission meeting. Any packets not picked up will be distributed at the Planning Commission meeting.

SPECIAL MEETINGS – Special meetings of the Planning Commission may be called at any time deemed necessary by the Chair, or a majority of the members, or at the request of Mayor and Council, provided however, that 48 hours notice of time and location of such meeting shall be given to each member. The 48 hour notice requirement may be waived by an action of not less than four (4) members of the Planning Commission. Said notice of the special meeting shall be posted at City Hall, stating the place, time and purpose of the special meeting and no other business may be conducted other than that which is posted.

4. REQUESTS FOR ZONING ACTIONS – It shall be the responsibility of the applicant to complete and submit an application form and required documentation to the Zoning Administrator in writing by the first day of the month prior to the next Planning Commission meeting. Failure of the applicant to supply complete documentation and meet the requirements of the ordinances will result in the application being rejected and not considered. Applicant will initial on the application form each requirement as stated. If the first day of the month falls on a Saturday, Sunday or holiday, the cutoff date shall be the first working day after. It shall be the responsibility of the petitioner to supply sufficient information to the Planning Commission and supporting documentation for the Commission to make a fair and reasonable decision. The petitioner has the right to present further documentation at the Planning Commission meeting to substantiate his request.

5. COPIES OF PLATS AND/OR DRAWINGS – If the plats or drawings are larger in size than 11 inches, the applicant will supply a minimum of thirteen (13) copies.

6. PUBLIC HEARINGS – All requests for action by the Tybee Island Planning Commission are governed by the Zoning Procedures Act. The request for zoning action shall be advertised in the Savannah Morning News at least 15 days but not more than 45 days prior to the Public Hearing before Mayor and Council. A sign shall be posted on the property stating the action requested, current zoning if a zoning change is requested, and date, time and place of all hearings. Adjacent property owners shall be notified when possible. Failure to receive notice shall not affect the validity of any zoning action. This procedure is a supplement to the legally required notification process.

7. ORDER OF BUSINESS – All meetings shall be open to the public and governed by the Sunshine Laws of the State of Georgia. Robert's Rules of Order shall govern the meetings. The order of business for regular meetings of the Tybee Island Planning Commission shall be:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes
- D. Disclosures
- E. Visitors
- F. Old Business
- G. New Business
- H. Announcements
- I. Adjournment

The proposed zoning action will be read by the Chair. A written report will be submitted by the Zoning Administrator outlining the petition, variance requested and compliance. The Zoning Administrator shall present the petition and answer any questions asked by the Planning Commission. Members of the Planning Commission may question the petitioner following the presentation by the Zoning Administrator. The committee shall be empowered to request of the applicants for action by the Commission any additional information that they may need for their reports. The Chair will then ask for public input. The petitioner shall be

allowed up to ten (10) minutes to address the zoning decision under consideration. This time limit can be waived by a two-thirds vote of the members present prior to or at the time of the introduction of the proposed zoning action. Each speaker shall speak only to the merits of the proposed action under consideration and shall only address members of the Planning Commission. Each speaker and/or member of the Planning Commission shall refrain from personal attacks on any other speaker, member of the Planning Commission, staff, or petitioner. Each speaker shall further refrain from any discussion of facts or opinions not relevant to the proposed zoning action under consideration. The Chair may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this section.

8. **PERTINENCE** – Any item before the Planning Commission relevant to matters of zoning, variances, appeals, petitions, subdivisions, Master Plan implementations, and code changes shall not be voted upon without first considering the pertinence of the matter with reference to the zoning map, Master Plan, Code of Ordinances, and appropriate documents and plans. Commission members and all petitioners and other speakers shall remain germane to the matter on hand, shall not engage in personalities or invectives, and shall not repeat unless so requested.
9. **REPORTS TO THE MAYOR AND COUNCIL** – The Chair shall file with the Secretary no later than the Thursday following the Tuesday regular meeting a Planning Commission determination sheet for each petition heard during the Planning Commission meeting. These sheets shall be prepared by the Zoning Administrator and shall state the petitioner's name, address, request, and the recommendation of the Planning Commission for approval, denial, table for further information, or no action taken. The findings of fact shall reflect the vote by Planning Commission on each petition. The Zoning Administrator shall attend City Council meetings to answer any questions pertaining to the recommendations submitted. If the Zoning Administrator were unable to present a petition at a City Council meeting, the Chair or his/her designee would present.
10. **ATTENDANCE** – A member who fails to attend two (2) consecutive regular meetings or four (4) regular meetings of the Planning Commission in a one (1) year period, (February to last regular meeting of January) without prior notice to the Secretary and/or Chair, shall either resign or become subject to a recommendation to Mayor and Council for dismissal from the Planning Commission. The Chair, with the concurrence of three (3) members, may recommend to Mayor and Council that the vacancy be declared and that the vacant position be filled by appointment.
11. **QUORUM** – A quorum shall consist of four (4) members. In the event that a quorum is not present at the regular meeting, the members present may set a date and time for a special meeting to hear the petitions on the agenda.
12. **VOTING** – Voting takes place on each petition. Majority vote decides the motion. If a member recuses from voting, the reason for recusing shall be stated and become a part of the minutes. An abstention shall be counted as an affirmative vote. The Chair shall only vote in the event of a tie vote. Votes shall be recorded and included in the minutes.
13. **CONFLICT OF INTEREST** – If a member of the Planning Commission has a direct financial interest in the property, owner, member of immediate family of petitioner, or a 10% interest in a business or corporation requesting a change in zoning for a property, or receive any compensation for aiding the petitioner prepare or document the petition, that member shall disclose same at any hearing before the petition is heard; and it shall be deemed a conflict of interest and that member shall excuse himself/herself from all discussion and leave the dais during such discussion.
14. **FINANCIAL CAMPAIGN DISCLOSURE REQUIREMENTS** – If a petition for rezoning a property is before the Planning Commission, any member who has received campaign contributions or gifts in the previous two (2) years from the petitioner or his attorney in the aggregate amount of \$250.00 or more shall disclose in writing said contributions.
15. **ADVISORS** – Any planning staff or other advisors to the Planning Commission upon request shall be encouraged to advise all members regarding the technical aspects of matters for consideration before the Commission. Staff shall also be available to the citizens to answer questions concerning items before the Commission. The Chair may request that the Secretary or any ad hoc committees prepare any special reports and publish same for the general public.
16. **AMENDMENTS** – These Rules of Procedure may be amended at any regular or special meeting of the Planning Commission by a majority of affirmative votes of not less than four (4) members, provided that such amendment(s) shall have been presented to all members in writing at least five (5) days prior to the meeting that the vote is taken.



amended 12/03/2008
20211206/jrl



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PLANNING COMMISSION MEMBER APPLICATION PACKET

Thank you for your interest in serving on the Planning Commission of the City of Tybee Island.

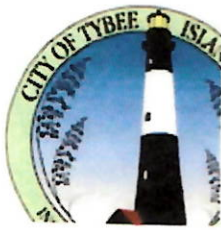
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PLANNING COMMISSION MEMBER APPLICATION QUESTIONS

(applications will not be processed without completion of these questions)

1. Why do you want to be a member of the Tybee Island Planning Commission?

To help with decisions about variances, site plans, development - all of which affects Tybee's future.

2. What do you believe to be the most important aspect of the role that a Planning Commissioner plays for the community and the City?

(+ voting, of course)
Researching the issues that come before the Planning Commission, and how they fit in with the Comprehensive Development Plan.

3. Explain your understanding of the City of Tybee Island's Land Development Code.

The LOC provides rules and guidance for what can be built in residential and commercial areas, as well as the Tree Ordinance, Turtle Nesting Protection, Wetland Protection, Greenspace, ^{Historic} preservation, etc.

4. Briefly explain a land use decision that interested you. Share your observations about the process and the decision.

The decision about the site plan w/ special review and variance for side setback and parking. 20211206/jrl for TIMA, May 17, 2019. The Planning Commission members and the City Council looked at this from all angles, and approved the request.

5. Where do you see the City of Tybee Island in ten (10) years?

With the beach rejuvenated, the residents and businesses working together, and a workable S T V R ordinance in place.

6. In your own words, please give your personal opinion as to the meaning of "conflict of interest."

You cannot vote on something that you have a financial interest in, or would benefit personally from.

7. What would consider to be the biggest accomplishment that the Planning Commission has made over the last five (5) years?

Keeping to the 35' limit on height of buildings.

8. If you could change one thing about the Planning Commission, what would that be? Please explain the benefits that would come about as a result of the proposed change.

Have at least 1 workshop a year about planning & zoning, including an examination of the various residential zones. Benefits - better decision making.

Signature Elaine J. McGruder Today's Date Dec. 15, 2021 TS9/etk

Printed Name Elaine T. McGruder

20211206/jrl update Oct. 24, 2023

Elaine J. McGruder

Address 1217 Bay St., #207 / mailing address
Jybee Island, MA 31328 / P.O. Box 444
Jybee Island, MA 31328

Telephone: 678-777-6623

Email elaine mcgruder04@gmail.com

20211206/jrl

Elaine T. McGruder

1217 Bay Street, #207
Tybee Island, Georgia 31328
Mailing address: P.O. Box 444
Cell and home phone: 678-777-6623

Education

Georgia State University College of Law, Atlanta, Georgia J.D. June 1990

University of Akron, Akron, Ohio, 37 hours completed towards a Masters in Urban Studies, 1973-1974

Experience

Tybee Island Planning Commission, 2020-2021

Supervising Attorney, Fulton County Conflict Defenders Office, State and Magistrate Court, Atlanta, Georgia, 2004-2018

Law Office, Metro Atlanta, 1994-2002

Essex County Prosecutor's Office, Newark, New Jersey, February 1990-1994

Atlanta City Council, Atlanta, Georgia, 1979-1989. Made decisions and helped pass laws about the City's budget and operations, zoning, public safety, etc.

City of Atlanta Bureau of Planning, 1974-1978. Assisted with Zoning Review Board, Comprehensive Development Plan, Neighborhood Planning Units, etc.

Volunteer Work on Tybee: Lighthouse, Library, Post Theater, etc.



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PLANNING COMMISSION MEMBER APPLICATION QUESTIONS

(applications will not be processed without completion of these questions)

David A. Roberts (NOT the former candidate for City Council)

1. Why do you want to be a member of the Tybee Island Planning Commission?

My wife, Jan, and I chose to move to Tybee Island because many visits convinced us that we would learn to love both the place and the people. We have.

We completed construction of our full-time residence in October of 2022. We have come to be involved with our church (St. Michael's) and many neighbors and friends. Tybee's a beautiful place with great people—almost all of whom have made us feel welcome.

But we also see how fragile Tybee's beauty is—and how important it is to preserve the character and quality of life in a place so natural and limited in size. With so few citizens and such a confined area, the need for balance of interests and conscious design of changes to the built environment are important.

I would like to contribute to a future of Tybee that is (at least in part) a practical and exciting product of the work of a well-intentioned Planning Commission.

RESUME

My experience may be useful to the Planning Commission:

- The first 20 years of my career I practiced **architecture**. I founded a firm that specialized in schools, churches, and universities (and their athletic affiliated institutions). Although I was licensed to practice in several states, most of my projects were in Georgia.
- During six of those years, I was also a member of the **design faculty at the University of Tennessee School of Architecture**. In that role, in 1980, our third-year studios were asked by leadership in Chattanooga to think of a project to save Chattanooga's dying downtown. In response, I **asked my students to design a river-focused aquarium** to anchor downtown redevelopment. Chattanooga embraced the idea with enthusiasm—building The Tennessee Aquarium on the site we selected on the Tennessee River. As you may know, the project did, in fact, **trigger the downtown renaissance** that Chattanooga hoped for and now enjoys. And Chattanooga's downtown revitalization has won many urban planning and development awards, including that of the Urban Land Institute.

- The most recent 26 years of my career have been spent in the practice of **construction law**. In 1997, I won the first prize in the American Bar Association's Construction Forum law student legal writing competition. In 2005, I served as Chair of the 220-member Atlanta Bar Construction Law Section. I have published several articles on construction law and architectural copyrights. I am blessed to have served large financial institutions, a top tier university athletic association, numerous well-respected contractors, subcontractors, and building owners as clients.

2. *What do you believe to be the most important aspect of the role that a Planning Commissioner plays for the community and the City?*

Obviously, Planning Commission's most important role is to fulfill its mission, as stated in the Land Development Code (LDC) § 11-110—namely, to:

- Accomplish **special studies and projects** assigned by Council;
- Make “formal recommendations” to Council on **variance requests**;
- Make surveys and studies as needed to **prepare “formal recommendations” to Council on updates to the City’s zoning maps, Masterplan, the LDC, and other ordinances; and**
- Undertake planning by consideration of existing conditions, probable future development, and the **promotion of public health, safety, prosperity, economics development, efficiency and the general welfare as evidenced by the quality of life on our island.**

Therefore, ideally, the Commission should be comprised of persons who:

- (a) can **understand planning and design**;
- (b) can **accurately interpret and understand laws and ordinances; and**
- (c) can **draft clear, understandable, and well-reasoned written recommendations for Council’s consideration.**

3. *Explain your understanding of the City of Tybee Island’s Land Development Code.*

The LDC is a foundational document that affects almost every aspect of the physical environment of Tybee Island—and the processes involved in its protection.

And, as noted above, the LDC, itself, describes the role of the Planning Commission in **promotion of public health, safety, ...[and]...quality of life on our island**. It is difficult to imagine any design, construction, or infrastructure decision that is not, to a significant degree, impacted by the LDC. On the other hand, without the structure of an LDC, any plans the City might produce would likely suffer from vagueness, ambiguity, or arbitrariness.

Of course, tranquility and peace in any community depends on its citizens' being willing and capable of knowing what is expected of them when they buy or build—and what they

can expect when other property owners are building. **At bottom, uniform enforcement of a rational LDC is essential to community harmony.**

That said, although the LDC may be the broadest and most fundamental code document, it is not the ONLY code or ordinance that affects the built environment. So a balanced review of any study or development plan would ideally also take into account other codes and laws that may influence that review.

4. **Briefly explain a land use decision that interested you. Share your observations about the process and the decision.**

What interests me the most is the quality of life of the people who reside on Tybee Island. Many of us work. Some of us are merchants. Some of us are retired. Some of us are raising families. Some who must live elsewhere appreciate Tybee enough to keep a place for their families to live here when they can. And many of us join together from all of these groups to thank God for the beautiful place entrusted at this time primarily to us.

And all of us must, therefore, make some effort to guard this place (and its collective value to us) against a sad and destructive harvest of our peaceful and beautiful island by purely commercial interests—many from outside this community, county, state, and even outside this country. There is no shortage of entities and persons who are ever-ready to wring whatever dollars they can out of anything of beauty for a few years (after which they are unbothered by leaving the remnant to rot in the sun). Some are even willing to sue to discourage the City's protection of that beauty.

The low-hanging "fruit for harvest" on Tybee seems to be its residential neighborhoods. R-1 and R-2 zoning districts are defined in the LDC (§ 2-010) as "residential developments"—to be used for one and two family dwellings. Expressly excluded from that LDC definition are hotels, overnight, and transient housing. That is, perhaps, why Tybee's new ordinances define STR occupancies in residential districts as "non-conforming" uses—i.e., they don't conform with the residential area in which they are located.

That makes sense. After all, the word "residential" is derived from the word "reside," which itself comes from the Latin prefix "re" (or back, again) and "sedere" (to sit), itself a derivative of the Latin "residere" (to sit down, settle, remain behind, rest, linger, be left). All of this explains why "residential" zoning districts have dignity and value—and why they are the places people *choose* to spend most of their time and their lives. The joys of resting, lingering, and remaining behind are found in them. Although today's society (in its decline) questions whether the word "family" can or should mean anything whatsoever, our LDC is clear as to what residential zoning for one- and two-family dwellings is NOT: it is not "for-profit." LDC § 2-010.

All of this being said, I believe that the City cannot ignore the interests of residents who have *long and lawfully* operated STR's—and have done so in a way that has not been detrimental to the neighboring properties. A balance is necessary.

Therefore, I, like most residents of Tybee Island, appreciate Council's efforts in the last two years to balance these competing interests by enacting nuanced ordinances. Now, it is time to insist that City administrators execute those ordinances as-written with diligence—and uniform fairness.

Thus, in zoning districts R-1, R-1-B, and R-2, given the City's present ordinances, before that balance can be achieved or assessed, the City must first determine:

- (a) which of the presently issued STR permits were valid and warranted by their ongoing operation on and before October 13, 2022 (Ord. 2022-04 § 1); and
- (b) which of those validly issued STR permit holders can demonstrate that they have not since abandoned STR status under the terms of our present ordinances. (Ord. 2022-04, 2023-11 § 3).

5. Where do you see the City of Tybee Island in ten (10) years?

- A. Of course, we all share a keen interest in **public safety**. That means good police, fire, and medical response. That means clean and reliable water. Without these things, not much else matters.
- B. We all also have a common interest in **financial stability and fiscal responsibility**. Leadership dedicated to that (and capable of understanding and executing that) will benefit every citizen.
- C. In one or two years maximum, I believe that Council can arrive at (and City staff can competently and conscientiously implement) **an STR regime that is balanced and works**. (Enough said on that subject).
- D. **Glare control and dark beautiful skies**. This is both an environmental and a safety issue. We all have a right to take a walk on Tybee at night and look up and see stars. I would like to think that in fewer than 10 years, people on Tybee could enjoy starry nights and glare-free walks.

But certain private interests have so-far felt free to blind drivers at night by installing overbright, un baffled LED's lights, making it hard to see pedestrians (or anything else besides their billboards and building). Therefore, Tybee should do what many cities have done: allow sufficient and baffled light on the sign—while eliminating or greatly reducing the glare. It would also be ideal if lighting on structures (including houses) going forward were designed to avoid stray, horizontal light. Baffled or directed fixtures cost little more (or no more) than the blinding (so-called security) spotlights that run all night on so many buildings. There are many examples on the island of good citizens and businesses who light their property, but do so controlling glare and adding motion-sensitive timers to supplemental security and safety lighting. They should be our models.

- E. **Noise**. Tybee should do something to end the torment of those who live close to commercial sources of noise (STR noise among them). The ordinance should be modified so that:
 - Property occupants can gauge their own compliance;
 - The hours of reduced noise must be enlarged (depending on the locations) to allow people and families in residential zones to abide peacefully and bed children down at a reasonable hour;
 - City officials can measure noise reliably without dragging along complicated acoustical equipment; *and*
 - Correction measures can be fairly and quickly implemented. And repeated offending properties must know that they risk their operating licenses by ignoring the welfare of those around them.

F. **Signage.** So many of our residential areas are beautiful—as are many of our public areas. We’re just completing a restrained and appealing City Hall restoration. Perhaps it’s time for Tybee to ease away from the look (found on some of our main commercial streets) of a tasteless tourist trap—and force the use of signage that is more tasteful and restrained. At our 35 mph speed limit, it’s doubtful that a huge truck-sized billboard is needed to promote a business. (Signage moderation is, of course, paired with glare-reducing billboard lighting). It seems reasonable to hope that, in 10 years, Tybee might well be taking on the look of the paradise that so many of us believe it can be.

6. *In your own words, please give your personal opinion as to the meaning of “conflict of interest.”*

I have NOT studied the existing laws and ordinances regarding conflicts of interest by governmental actors. It seems, however, that the rules governing lawyers may be analogous—in particular the rule that states that a lawyer should avoid creating even the appearance of a conflict of interest.

Generally speaking however, in my opinion, a conflict of interest may arise in the Planning Commission context when a Commission member has a duty to act or decide in his or her official capacity a matter in which the outcome of that act or decision will materially affect the Commission member’s personal finances or those of the member’s spouse, parent, or offspring.

7. *What would consider to be the biggest accomplishment that the Planning Commission has made over the last five (5) years?*

I cannot speak authoritatively on Planning Commission’s “accomplishments” before 2021, when my wife and I began building our home on Sixth Street. But it seems obvious that the Planning Commission has become a **reliable and important instrument of City Council** in the evaluation of matters related to the physical development of real estate on our island. Council often follows the Commission’s recommendations.

Although decision-making authority ultimately (and properly) resides in the elected members of Council, in the several Council meetings I have attended, it seems obvious that Council places significant stock in guidance given by the Planning Commission.

8. *If you could change one thing about the Planning Commission, what would that be? Please explain the benefits that would come about as a result of the proposed change.*

A voting chair. To be placed on the Planning Commission by Council, a candidate would presumably bring certain expertise valuable in Council’s eyes to the Commission’s work. If appointed, such a candidate can be expected from time-to-time to differ in his or her opinion from that of fellow Commission members.

But the way Planning Commission Rule 2(A) and LDC § 11-030 are presently worded, if that member is elected as Chair by his or her fellow-members, those fellow members (in effect, if not intentionally) deprive the Chair of the ability to vote except to break ties. That results in two things, both unfortunate:

First, their vote essentially nullifies the Chair's input on substantive matters unless he or she is NOT in a clear majority; *and*

Second, it deprives Council and the public of knowing the Chair's reasoning and opinion on matters before the Planning Commission. Council has the right to know of the opinion of EACH of the Planning Commission members—and how they might vote on a given issue. But to deprive Council of knowledge of the Chair's position in non-tie-breaking matters unnecessary limits the information upon which Council must determine whether the Chair is performing as Council believes he or she should and whether continued service by the Chair is in the City's best interest. The present ordinance mutes that information.

I would have no problem, however, with Council's modifying the present ordinance and rules to allow the Chair the option to vote last. (That, in some cases, would make the Chair the tie-breaker.)



Signature _____

Today's Date: December 13, 2023

David A. Roberts
603 Sixth Street
Tybee Island, Georgia 31328

(404) 625-9424
davidroberts@constructiondocument.com

File Attachments for Item:

7. YMCA Contract Extension

ADDENDUM

This Addendum made and entered into this ____ day of _____, 2024, by the City of Tybee Island ("City") and YMCA of Coastal Georgia, Inc. ("YMCA").

WITNESSETH

WHEREAS, the City has previously entered into an Agreement dated February 28, 2019, with the YMCA regarding the use of certain City property and facilities for recreational and/or day camp purposes; and

WHEREAS, the terms of the Agreement of February 28, 2019 are incorporated to the extent appropriate and not inconsistent herewith; and

WHEREAS, the parties wish to enter into an addendum to the agreement of February 28, 2019 in order to extend the term of the Agreement; and

WHEREAS, it is the intent of the City and the YMCA to continue to work together in good faith under this Addendum and under the Agreement of February 28, 2019 and the policies of the City and applicable laws of the City and the State of Georgia, to assure success of the program; and

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the City and the YMCA, intending to be legally bound, hereby covenant and agree as follows:

21. RIGHT TO TERMINATE. The City and the YMCA agree that either party may terminate this agreement for any reason, or for no reason, upon giving the other party ninety (90) days written notice of the termination.

22. TERM. This Agreement shall be effective for a period of five (5) years unless it is not renewed pursuant to the terms hereof. As required by Georgia law, all obligations of the City shall conclude at the end of each fiscal year; however, the Agreement shall automatically renew on an annual basis for any year until five (5) years from the date hereof in which the City does not provide written notice of its election not to renew ninety (90) days in advance of the end of the City's then current fiscal year.

This Addendum may only be modified or extended or terminated by mutual agreement of the parties hereto except as provided in the Agreement of February 28, 2019.

Except as modified herein, the Agreement of February 28, 2019 shall continue to be in full force and effect.

IN WITNESS WHEREOF, the parties have hereinto set their hands and seals this ____ day of _____, 2024.

CITY OF TYBEE ISLAND

Shirley Sessions, Mayor

Attest: _____
Janet LeViner, CMC
City Clerk

Approved as to form:

Edward M. Hughes,
City Attorney

YMCA OF COASTAL GEORGIA, INC.

By: _____

Print Name

Attest: _____

Print Name

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

AGREEMENT

This Agreement, made and entered into this 28 day of February 2019 by the City of Tybee Island, Georgia, (hereinafter the "City") and YMCA of Coastal Georgia, Inc. (hereinafter "YMCA").

WITNESSETH:

WHEREAS, the City is a municipal corporation under Georgia law authorized to recreational services, activities and facilities to citizens and is desirous of improving its ability to do so; and,

WHEREAS, the YMCA is a non-profit corporation engaged in providing programs, facilities and equipment for sporting and recreational activities and programming; and,

WHEREAS, the City is desirous of entering into an agreement with the YMCA in order to better provide recreational activities, equipment and facilities to the citizens of Tybee Island; and,

WHEREAS, the parties wish to enter into an agreement to jointly provide recreational facilities, services and programs to all citizens of Tybee Island; and,

WHEREAS, it is the intent of the City and the YMCA to continue to work together in good faith under this agreement, the policies of the City and applicable laws of the City and the State of Georgia, to assure the success of the program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained the City and the YMCA, intending to be legally bound, hereby covenant and agree as follows:

1. The YMCA shall provide a Director who will work with the City of Tybee Island to provide recreational programs for the City. The Director shall be a YMCA employee.
2. The YMCA Branch Director's responsibilities will be the following:
 - a. Coordinate with the City Manager to provide recreational programs to City residents.
 - b. Provide for open access to the gym by maintaining a presence in the building.
 - c. Provide financial statements including monthly budget to actual and annual revenues and expenditures on a quarterly basis, including year to date calculations.
 - d. Provide program evaluations and program participation reports on a quarterly basis, including resident and visitor statistics.
 - e. Coordinate the scheduled maintenance of the gymnasium with the Department of Public Works pursuant to a maintenance schedule and work order process.
 - f. Provide capital equipment consisting of fitness equipment used exclusively in the YMCA Fitness Center located in the Annex Building.

3. The YMCA will open the Solomon-Youmans Complex (the gymnasium) to Tybee residents at no charge and will be allowed to partition the gymnasium for YMCA programming. The YMCA will provide staff to monitor activities in the gymnasium from:

- a. 5:30 am—9:00 p.m. Monday – Thursday
- b. 5:30 am—8:30 p.m. Friday
- c. 8:00 am—6:00 p.m. Saturday
- d. 1:00pm—5:00 p.m. Sunday

The YMCA will charge non-resident, non-YMCA member rates to use the gymnasium and these rates will be determined by the YMCA but reported to the City.

4. The YMCA shall have exclusive use of the Annex Building used for the YMCA fitness center.

5. The YMCA, through the YMCA Branch Director, shall determine fees for programs, and reduce the fees charged to Tybee Island residents for those programs by the following schedule:

- a. 10% discount given to Tybee Island residents for all youth programs.
- b. Tybee residents over the age of 60 may participate in Group Exercise Classes at no charge and without having a YMCA membership.
- c. Tybee residents will be able to join the Tybee Island YMCA for a reduced rate. This membership will only be valid at the Tybee Island YMCA branch.
- d. Teen programming will be offered at no charge or at a reduced rate.

6. The YMCA shall be responsible for the normal maintenance of the City owned facilities or areas that are assigned for the exclusive use of the YMCA. "Normal maintenance" as used herein is to include janitorial and cleaning type services and repairs of less than \$1,000.00 in value. A schedule of janitorial and cleaning activities is attached hereto. This should not include the cost of improvements or repairs in excess of \$1000.00 to such facility and those maintenance responsibilities will be the City responsibility. Schedule 1.

7. The YMCA shall establish and maintain a Board of Managers including City residents.

8. The YMCA shall provide a list of proposed annual recreational programming and a timeline to be presented to the City Council at the November meeting of each year. All new recreational programs will be approved by the City Manager before implementing.

9. The YMCA shall provide full fitness center membership rights at no charge for Tybee Island Fire Department and Police Department personnel including volunteers. Further, the YMCA shall provide full fitness center membership rights at no charge to all city employees and elected officials.

10. The YMCA shall coordinate with the City Manager all aspects of implementing this Agreement.

11. As part of the consideration herefor, the City shall pay the YMCA an amount equal to one-twelfth (1/12) of the approved YMCA annual budget with such payments being made on a monthly basis. The annual budget to calculate such fees must be submitted to the City sixty (60) days prior to the end of the then current fiscal year and must be approved by the City.

12. Participants shall submit proper paperwork to the City to reserve facilities following the standard operating procedures of the City.

13. The City's responsibilities will be the following:

- a. Designate the classrooms in the former school that are available for use by the YMCA.
- b. Provide telephone/fax/computer network for the gymnasium.
- c. Provide the utilities for the gymnasium, old school and school annex building.
- d. Provide for capital equipment or items for City use other than fitness equipment used exclusively in the YMCA fitness center. The City will do this through its annual budget. The YMCA will provide recreational equipment.
- e. The City will provide for capital improvements to its buildings and any modification to recreational facilities through its annual budget process.
- g. Coordinate the use of the recreation facilities for special events with the YMCA Director and through the City's facilities coordinator.
- h. Provide evaluation of the YMCA programming, routine facility maintenance and utility usage.
- i. Communicate with the YMCA Director, the cleaning schedule as well as scheduled ground maintenance so as to conduct activities in an efficient and non-disruptive manner.

14. The City will assist the YMCA in communicating and promoting all programs and services by posting information prepared by the YMCA on the Tybee public access channel, distributing information in City Hall and other mutually agreed upon promotional avenues.

15. **USE OF CITY PROPERTY.** The City agrees to make its property available pursuant to this and such separate agreements as may be appropriate, for the use of the YMCA in conducting programs authorized hereunder and to provide certain equipment for use in the programs. The City will perform its ordinary and normal ground maintenance and ground preparations prior to the start of sports seasons and special events; however, if the requirements of the YMCA programs necessitate additional grounds maintenance, the YMCA will assist the City in preparing the property for use in the programs and the parties will cooperate in good faith in order to facilitate the programs.

16. **INDEPENDENT CONTRACTOR.** The relationship between the City and the YMCA shall be that of an independent contractor, and neither the YMCA nor its employees shall be deemed an employee, representative or agent of the City of any reason whatsoever. Neither the YMCA nor its employees is entitled to receive from the City any insurance coverage, workers' compensation benefits, pensions, profit sharing, paid vacation, sick leave, disability or other benefits which might normally be provided by the City to its officers or employees.

17. **COOPERATION BETWEEN THE PARTIES.** The City and the YMCA shall fully cooperate with each other in the programming, equipment handling, equipment maintaining, transportation, and facility readiness and all other aspects of the arrangement documented by this Agreement.

18. **ASSIGNMENT AND SUBLEASING.** The YMCA may not, without the consent of the City, sublease any premises described herein nor assign any of its rights or interests in any premises or this Agreement without the written consent of the City.

19. **IDEMNIFICATION.** YMCA, its successors in title and assigns, shall indemnify, protect, save and hold harmless the City, its officers, council persons, employees and agents from and against any and all claims, demands, judgments, set-offs, losses, damages, liabilities, awards, fines, and expenses, including without limitation, the concurrent negligence of one or more of the parties herein indemnified and YMCA, its successors in title, and assigns, the contributory negligence of any party indemnified herein and any third party, and any attorney's fees, expenses, or other costs associated with or incurred, based on or in any manner relating to the subject matter of this Agreement or the use of any premises hereunder, including but not limited to, injury to persons or property, actual damages, consequential damages, punitive damages, losses, set-offs, warranty claims, products liability claims, conversion claims, nuisance claims, provided however, that nothing contained in this provision shall be interpreted to indemnify or hold harmless any indemnified party against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of such indemnified party. Without limiting the foregoing indemnity, YMCA, its successors and assigns, shall indemnify the City for all defense costs, including reasonable attorney's fees, judgments and amounts paid in settlement.

20. **INSURANCE.** The YMCA agrees that it shall at all times during the term hereof, at its own expense, and in the name of and for the protection of itself, the City, and such other persons as the City may designate, keep policies of insurance with an insurance company approved by the City as follows:

a. All equipment and improvements located on the premises shall be fully insured against loss by fire, lightening, windstorm and other casualties.

b. Public liability insurance in the usual form indemnifying the parties described above against loss or damage occasioned by any incident or casualty occurring in, upon or about the premises or the sidewalks, alleys or other property adjacent thereto or for any incident or casualty occurring or arising from or by reason of or in connection with activities conducted by YMCA and/or the City under this agreement. Such policy or policies shall provide at least the following limits of coverage: \$1,000,000.00 with respect to any injury to any one person; \$3,000,000.00 with respect to injury resulting from any one occurrence giving rise to liability; \$1,000,000.00 with respect to any injury or damage to property.

c. All insurance policies required pursuant to this Agreement shall contain an express waiver of any rights of subrogation by the insurer against the City.

21. **RIGHT TO TERMINATE.** The City and the YMCA agree that either party may terminate this agreement for any reason, or for no reason, upon giving the other party one hundred and eighty days (180) days written notice of the termination.

22. **TERM.** This Agreement shall be effective for a period of five (5) years unless it is not renewed pursuant to the terms hereof. As required by Georgia law, all obligations of the City shall conclude at the end of each fiscal year; however, the Agreement shall automatically renew on an annual basis for any year until five (5) years from the date hereof in which the City does not provide written notice of its election not to renew ninety (90) days in advance of the end of the City's then current fiscal year.

23. The City shall be responsible for cleaning, regular maintenance and repairs to the following areas:

a. HVAC systems in all buildings, including filter replacement in all units, plumbing and electrical systems, water heaters, maintenance and upkeep of the facility structures.

b. Weekly cleaning of the gymnasium floor.

The YMCA will be responsible for the cleaning, maintenance and minor repairs as defined herein of the following areas:

Janitorial services for the gymnasium, Annex and Old School, excluding the Old School Cafeteria, and rooms not designated for YMCA programming in the Old School according to Schedule 1.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal this 28th day of February, 2019.

CITY OF TYBEE ISLAND, GEORGIA

BY: Jason Buelterman
JASON BUELTERMAN, MAYOR

ATTEST: Jan Leviner
JAN LEVINER, CITY CLERK

Reviewed and approved as to form:

BY: Edward M. Hughes
EDWARD M. HUGHES, CITY ATTORNEY

YMCA OF COASTAL GEORGIA, INC.

BY: Joel Smoker
Print Name: JOEL SMOKER

ATTEST: Susan Clary
Print Name: SUSAN CLARY

Schedule 1

HOUSEKEEPING AND JANITORIAL SERVICES

All of the following services are to be completed.

DAILY: Lobby/Office/Common Area
All of the above areas should receive daily floor cleaning to include damp mopping of all hard surface areas, vacuuming of all carpeted areas, and scrubbing/spot cleaning of any heavily soiled surfaces
All of the above areas should receive daily removal of trash to include red hazardous waste containers. All trash to be deposited in trash dumpster onsite, any recyclables to be placed in recycling canister on site, and hazardous materials to be boxed and taped for collection of hazardous waste company.
All of the areas above to have all plumbing fixtures scrubbed and cleaned. Fixtures include sinks, faucets, water fountains, bottle filling stations, toilets and urinals.
All of the above areas to receive horizontal dusting of surfaces to include file cabinets, chairs, tables, desktops, computers, phones and any further furniture located in these areas.
All of the above areas to receive daily dusting of all tiles and air vents.
All of the above areas to receive glass cleaning of all glass surfaces found within these locations.
All of the above areas to be sanitized during cleaning with an approved medical disinfectant.

DAILY: Restrooms
Restrooms to receive daily (and as needed) stocking of all supplies such as hand towels, tissue and hand soap.
All sanitary napkin receptacles should be emptied daily (and as needed) and disinfected.
Empty trash receptacles and wipe if needed.
Clean and polish mirrors.
Sinks, faucets, toilets and urinals to be cleaned and disinfected inside and out.
Clean/dust partitions, tops of mirrors and frames and all ceiling vents.
All splash marks from walls, mirror and around sinks to be removed.
Disinfect all countertops, plumbing fixtures and floors.
All surfaces to be disinfected with an approved medical disinfectant.

DAILY:

Rooms

All trash/recyclable receptacles to be emptied and trash removed to appropriate dumpster location.

All trash/recyclable cans to be cleaned inside and out.

Wipe down all cabinets, refrigerators and microwave doors and dust the tops of these pieces of equipment.

Clean and disinfect all drinking fountains/bottle filling stations.

Wipe all chairs down.

Clean and disinfect sinks, faucets and hardware.

Clean/disinfect all tables and countertops.

Dust mop hard surface floors, then damp mop with approved disinfectant.

Clean interior and exterior of any windows or partition glass.

WEEKLY:

Lobby/Office/Common Areas

Dust all vertical surfaces of desk, file cabinets, chairs, tables and other furnishings.

Thoroughly dust all base boards.

Remove fingerprints and marks from around light switches and doorframes.

Scrub gymnasium floor, using specialized equipment.

ANNUAL

Annual strip and wax of all VCT floors.

File Attachments for Item:

8. Baker Tilly Contract

February 13, 2024

Jaime Spear, Human Resources Director
 City of Tybee Island
 403 Butler Avenue / P.O. Box 2749
 Tybee Island, GA 31328

Baker Tilly US, LLP
 205 N. Michigan Avenue, 28th Floor
 Chicago, IL 60601
 United States of America

bakertilly.com

Delivered electronically

Dear Jaime:

This letter agreement (the "Agreement") documents the City of Tybee Island's ("you/r" or "Client") engagement of Baker Tilly US, LLP ("we" or "Baker Tilly") to conduct an executive search for a City Manager (the "Project"). This Agreement defines our and your respective obligations for the Project. Our proposal dated February 5, 2024, attached hereto as Exhibit A, is incorporated by reference.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs, and we bring a deep understanding of public sector executive recruitment and selection practices. The full scope of this engagement is set forth in Exhibit A and summarized below.

PHASE	DESCRIPTION OF BAKER TILLY'S PROFESSIONAL SERVICES
Phase I	<p><u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy.</p> <p><u>Task 2</u> – Identify qualified candidates that meet the profile.</p>
Phase II	<p><u>Task 3</u> – Screen and submit list of recommended semi-finalists to client.</p> <p><u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.</p>
Phase III	<p><u>Task 5</u> – Final process/interviews with finalists.</p> <p><u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.</p>
Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this Agreement and will remain in effect for the period necessary for successful completion of the Project.

1. Anne Lewis will lead the Project, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$26,950 (the "Fee") and includes the cost of professional

services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.

2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days), the additional fee would be an hourly rate of \$300 plus expenses.

Baker Tilly's Guarantees

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state, or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status, or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.

3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge, or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon a failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide services according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in this Agreement unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Terms and Conditions

1. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed the fees paid to Baker Tilly under the portion of this Agreement to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.
2. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.
3. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by Baker Tilly without your prior written consent. This Agreement shall be modified only by a written agreement duly executed by you and Baker Tilly. Should any of the provisions hereunder be found to be invalid, void, or voidable by a court, the remaining provisions shall remain in full force and effect.
4. Copies of all hard copy documents associated with the recruitment will be retained for three (3) years from the anniversary date of the hiring of the candidate. Retention of records beyond three (3) years must be requested in writing before the conclusion of the Project.
5. Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any

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of the other member firms of Baker Tilly International has any liability for each other's acts or omissions.
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If this Agreement correctly sets for your understanding, please sign below, and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Anne Lewis, Practice Leader | Managing Director

Client Signature:

Name: _____

Title: _____

Date: _____

CONTRACT ADDENDUM
FOR CITY OF TYBEE ISLAND
AND _____

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

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

VENDOR

CITY OF TYBEE ISLAND, GEORGIA

By: _____

By: _____

Printed Name

Date

Title

Date

Attest: _____



February 5, 2024

City of Tybee Island, GA

Proposal to provide a responsive, well-managed and thorough search process to recruit and identify highly qualified candidates for your next city manager

February 5, 2024

Jaime Spear, Human Resources Director
 City of Tybee Island
 403 Butler Avenue / P.O. Box 2749
 Tybee Island, GA 31328

Baker Tilly US, LLP
 2500 Dallas Parkway, Suite 300
 Plano, TX 75093
 T: +1 (972) 748 0300
 F: +1 (214) 452 1165
 bakertilly.com

Delivered electronically

Dear Jaime:

This proposal marks the beginning of a valuable relationship we plan to build with the City of Tybee Island (the City). We are confident we are the right fit to serve you in selecting your next city manager with forward-thinking executive recruitment services so you can keep your focus where it belongs: serving your community. Our proposal describes our unique proposition to meet your key objectives.

We believe that our record of successfully placing qualified and accomplished professionals, along with our extensive experience providing executive recruitment services to cities, counties and other public-sector organizations nationwide, will be beneficial for your recruitment and will allow us to find the candidate who has the traits, skills, experience and overall competence you desire for your organization.

We know that you have options for selecting a recruitment firm. However, we believe that our unique approach, highly regarded customer service practices, and our record of identifying and recruiting top-level executives in similar roles set us apart. Additionally, we offer the following unique features:

<p>The right firm</p> <p>Tybee Island will benefit from the qualifications, technology tools and expansive resources of our top 10 accounting and advisory firm, delivered with personalized attention and responsive service.</p>	<p>The right experience</p> <p>We are structured around specialized practice groups, allowing us to provide focused training and continuing education to our team members. Our understanding of your organization, paired with targeted public sector executive recruitment experience, will help you thrive now and as you evolve.</p>	<p>The right team</p> <p>Your handpicked team of Value Architects™ includes technical and industry-specialized team members who understand your organization’s needs, challenges and opportunities. You will receive a tailored recruitment approach designed to meet your needs and exceed your expectations.</p>	<p>The right value</p> <p>We provide high-quality service for a fair and reasonable fee. Our significant level of project team leader involvement translates into a responsive, efficient recruitment and the ability to deliver value throughout the engagement.</p>
---	--	---	--

- Customized profile development:** Working with the members of the City Council and designated staff, we develop a customized candidate profile based on the required, desired and preferred qualifications, traits and attributes you seek in the individual you interview or hire for your next city manager. We strive to understand how the City’s current and anticipated needs and organizational priorities will shape your recruiting and selection requirements. We collaborate with you to develop a nationwide or regional marketing, recruiting and outreach campaign. This approach will effectively allow us to identify, attract and recruit highly qualified candidates for your review.

City of Tybee Island, GA
February 5, 2024

- **Management/leadership assessment:** Relying on exclusively licensed predictive analytics tools (using data to determine patterns and forecast future outcomes and trends), we administer assessments to selected applicants to help us identify potential in each candidate we present to you. Results are “Real,” “Impactful,” and “Powerful.” Furthermore, based on scientific data, these results can provide more profound insights into the candidate’s management traits and leadership styles.
- **Recorded video interviews:** We ask selected candidates (semi-finalists) to complete a recorded, one-way video interview using questions developed from your “candidate profile,” which gives your review team an additional tool to evaluate the semi-finalists before inviting them to a face-to-face interview.
- **Online application management:** We use NeoGov as our online application system. It provides for efficient management of applications and allows us to communicate in real time with applicants, engaging and informing them of each step in the search process. Within this system, we can access, review and evaluate prior applicants or individuals who have expressed interest in similar positions. Generally, these individuals may not be actively seeking a job but may be open to “the right opportunity.” This is another benefit and advantage we provide our clients, enabling us to access more passive job seekers.

This proposal details our approach, expertise, references and pricing for this executive recruitment. Our team would consider it a professional privilege to provide these services to the City.

As your Value Architects™, we are determined to support you in achieving your mission to identify your next city manager. Thank you for the opportunity to serve you. Our team is excited to earn your trust, and, as always, we look forward to discussing your questions and feedback.

Very truly yours,

BAKER TILLY US, LLP



Anne Lewis, Managing Director

+1 (703) 923 8214 | anne.lewis@bakertilly.com

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Baker Tilly is responsive, interactive and produces the results they say they will. We are very pleased with the services they provide and consider Baker Tilly a leader among accounting and advisory firms.

Controller



The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought. © 2024 Baker Tilly US, LLP.

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Executive summary

What makes Baker Tilly different from other firms? Our solution truly begins by listening to what the City needs.

Understanding your needs to help achieve your objectives and mission

We understand the City is looking for a timely, effective, efficient, responsive, well-managed and thorough search process to recruit and identify highly qualified candidates for your next city manager.

Baker Tilly public sector executive recruiters will collaborate with you or your designated staff to understand the traits, attributes, capabilities and overall qualifications that are most important to your organization for this recruitment. The information we gather helps us customize colorful and informative marketing, recruitment and outreach strategies, and materials that present the City as a thriving municipal organization that is and remains a high-quality community that exceeds the expectations of its residents and visitors. This naturally beautiful, vibrant community boasts a thriving economy, a rich history and miles of pristine beaches, ideal for residents and visitors to enjoy year-round.

We recognize there is significant competition for experienced local government managers, leaders and executives today. For this reason, we collaborate with you to develop recruitment strategies that include an aggressive marketing, recruiting and candidate outreach campaign. Successful recruitment often depends upon reaching successful executives who may not necessarily be searching for new employment opportunities or waiting for the right opportunity. Thus, we use our existing resources, successful methods and approaches to inform and encourage qualified professionals to consider and apply for opportunities such as those you may have in your organization. We believe these efforts are essential to ensuring that your City Council receives and can select from many qualified candidates.

Baker Tilly manages and tracks applicant information and provides regular communication, updating the applicants on the status of each recruitment. Our communications are always professional and respectful.

We take pride in our ability to provide your City Council with comprehensive details and information about each candidate we present, expanding beyond applications, cover letters, and resumes to understand better, compare and contrast individual professional experience, leadership traits and the management style they would bring to your organization. Furthermore, we explore and attempt to understand their motivation for pursuing each career opportunity. We also can provide you with a fully customized interview process to include suggested questions, interview day scheduling and planning as you deem necessary or appropriate. Additionally, the lead consultant is available to the City Council or its designee before, during and after each interview session and can facilitate your deliberations, employment offer, and negotiations with the individual you select as a finalist.

Our highly regarded executive recruitment process

State and local government clients like the City are central to our executive recruitment practice, and we apply experience-based insight to help fill your recruitment needs. The following table details how we plan to address your needs in a valuable way.

TASKS	PROCESS
<p>1. Recruitment brochure development and advertising</p>	<ul style="list-style-type: none"> We schedule and meet with the City Council, appointed management team members and/or key stakeholders, as instructed, to understand your leadership vision, strategic direction and candidate expectations, then use the information we gather to develop a candidate profile, which will require your input and final approval. We consider the profile our search baseline.
<p>2. Execution of recruitment strategy and identification of quality candidates</p>	<ul style="list-style-type: none"> Using your approved profile, we develop a colorful, informative and appealing brochure. Then, we embark on a national or regional targeted marketing, recruitment and outreach campaign to identify individuals who best match your desired profile. Additionally, we simultaneously launch a direct applicant outreach campaign targeting eligible prospects we identify by building a detailed query into our searchable applicant database. Using our applicant tracking system, we communicate with all applicants about the process, established timelines and the next steps.
<p>3. Screening of applications, review of semi-finalists and selection of finalists</p>	<ul style="list-style-type: none"> Once we identify those applicants who most closely match your desired profile, we assign them several tasks, including our due diligence and candidate questionnaires, while the project team conducts a comprehensive web and social media scan to elicit information that could be relevant to employment and continuation in our process. We also provide selected applicants with a link that will take them to our one-way video interview portal. The candidates complete a one-way video interview, answering questions designed to give us an additional perspective on each applicant’s candidacy related to your desired profile. Once we gather the responses from the items listed above, we prepare and provide an electronic (PDF) Semi-Finalists Report listing 10 to 12 applicants who best appear to meet your desired profile. This report includes a list of all applicants and copies of resumes, cover letters, due diligence and candidate questionnaire responses. We then ask you to identify four or five, plus one alternate, as finalists. We then ask this group to complete our management and leadership style assessment, which provides additional information, including development needs, strengths, personality and behavior analysis. This tool provides information about each finalist, which we have found essential to the selection process.
<p>4. Background report checks, reference checks, social media presence, academic verifications</p>	<ul style="list-style-type: none"> We secure authorization from each finalist to conduct a comprehensive background records check and reports. We obtain a list of up to 10 current or former supervisors, peers or direct reports from each finalist to contact as references. We provide a report summarizing all responses to our customized reference questionnaire. We verify academic credentials and professional certifications.

TASKS	PROCESS
	<ul style="list-style-type: none"> We conduct an exhaustive review of social and electronic media sites and other publications to identify any information relevant to the hiring of the finalists you interview. We provide a comprehensive reference check and report for each finalist.
5. Final interview process	<ul style="list-style-type: none"> Once you identify your finalists, we collaborate with your designated staff to design, prepare and provide technical support to ensure a smooth, effective and efficient interview process, which may include the scheduling and support for virtual interviews. If requested, we work with the selected finalist and your designated staff to finalize an employment agreement.

THERE ARE NUMEROUS BENEFITS TO UTILIZING BAKER TILLY FOR YOUR RECRUITMENT NEEDS
We strive to distinguish ourselves from peer organizations.

Why Baker Tilly is ideally suited to serve Tybee Island

Baker Tilly has distinguished itself from public sector executive recruitment peers in many ways. What makes Baker Tilly different from other firms? **Our executive recruitment solution truly begins with your needs.** The City deserves to collaborate with a provider that goes beyond checking your recruitment boxes through proactive, responsive insights, a tailored approach and communication. We encourage you to consider how the unique combination of our qualifications makes us the right fit to serve the City — today and for years to come.

WHAT WE UNDERSTAND THE CITY NEEDS	HOW WE WILL DELIVER
Carefully structured process supported by technology	<ul style="list-style-type: none"> Comprehensive and seamless process refined by years of interaction with local government, not-for-profit employers, and prospective candidates. Leverage the search process with technology tools, including a video interview system, management/leadership style assessment analysis and online application platform. Efficient management of candidate information and providing the City Council with unique information about each candidate’s leadership and management style and ability to respond extemporaneously to video questions.
Public sector recruiting specialization and experience	<ul style="list-style-type: none"> Experienced executive recruitment professionals passionate about local government since all have spent a significant part of their professional careers in senior leadership positions for cities, counties and school districts. Successfully recruited more than 1,700 executive-level positions within cities, counties, school districts and public and not-for-profit organizations since 2000.
Thorough candidate evaluation	<ul style="list-style-type: none"> Active recruitment of qualified candidates, drawing from our extensive personal and professional connections with capable individuals, assuring the City of its access to established managers and rising stars. Thorough evaluation of the final candidates, including detailed information from references and a careful review of background records to ensure sound professional and personal character.

WHAT WE UNDERSTAND THE CITY NEEDS	HOW WE WILL DELIVER
<p>Diversity in executive recruitment</p>	<ul style="list-style-type: none"> Committed to diversity in executive recruitment as a reflection of our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. Ensure diversity is a focus of our recruitment strategy and candidate pools through involvement with the National Forum for Black Public Administrators (NFBPA) and their Corporate Advisory Council, the Local Government Hispanic Network and other organizations.
<p>Delivering value for the City’s budget</p>	<ul style="list-style-type: none"> Full-service engagement includes advertising, preparation of a recruitment brochure, background, reference and academic verification checks and up to three on-site visits. Work closely to meet the City’s needs and any unexpected circumstances that may arise during your recruitment to expedite the recruitment, but not at the expense of finding high-quality candidates.
<p>Triple Guarantee</p>	<ul style="list-style-type: none"> Focus on assisting with your executive recruitment until you make an appointment. Guarantee your executive recruitment for 12 months against termination or resignation for any reason — or we will come back to fill your city manager position for no additional professional fee. Commitment not to directly solicit any candidates selected under this contract for another position while employed with your organization.
<p>Transparency and confidentiality</p>	<ul style="list-style-type: none"> No preconceived notions or expectations about the City and prospective candidates. Work closely with the City to make sure the process is transparent. Ensure applications are kept confidential, where permitted by state and local laws, to ensure candidates can express interest without jeopardizing current employment to maximize the number of qualified applicants.
<p>Keeping the City involved and minimizing disruption</p>	<ul style="list-style-type: none"> Comprehensive process incorporates the active participation of the City Council at key steps in the process. Keep decision-makers fully advised and informed of all aspects of the process without requiring them to expend substantial time or put aside other pressing issues. City staff can focus on their primary and assigned functions while Baker Tilly manages the search process.

BAKER TILLY DIFFERENTIATES ITSELF FROM OTHER EXECUTIVE RECRUITMENT FIRMS
Tybee Island will benefit from our understanding of best practices within the executive recruitment space.

Meeting your needs with our resources

Our firm has the reputation, resources and reach to address the challenges you face as a public sector organization — both now and in the future.

Offering our resources: Baker Tilly at a glance

We dedicate ourselves to delivering efficiency, quality, creativity, innovation and forward-thinking solutions to public sector clients. Baker Tilly is passionate about enhancing and protecting our clients' impact, which is a collective effort by everyone across our firm. **Our public sector team maintains a separate practice group of approximately 350 team members devoted to serving clients like you.** The City will receive an exceptional executive recruitment experience. Below are some key facts about our firm.



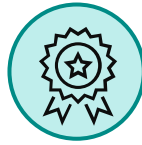
200+
city manager
recruitments



1,700+
recruitments
since 2000



50+
office locations
across the U.S.



250+
workplace and
culture awards

COMPREHENSIVE EXPERIENCE TO SERVE YOU

Tybee Island will receive support and guidance from a respected firm that continues to grow.

Celebrating more than 90 years serving our valued clients

As a future-looking firm, we celebrate more than 90 years in the marketplace by honoring our roots and continuing to shape our future. We embrace the fact that business can't stand still — and we won't stand still. As we help our clients identify new needs and opportunities, we innovate and change to work better.



Our roots took hold in 1931 in Waterloo, Wisconsin, where we began as a public accounting firm specializing in canning factory audits. Since that time, we have grown with more than 40 different business combinations, each with its own rich history, expanding our presence coast to coast and globally and expanding our scope across industries, services and areas of expertise. One thing has not changed over time: **our shared passion for enhancing and protecting our clients' impact.**

As we reimagine our lasting impact, we remain grounded in our timeless core values. Through dedication, creativity and adaptability, Baker Tilly will become more connected to our clients, our people, our communities and our profession.

Project contacts and locations

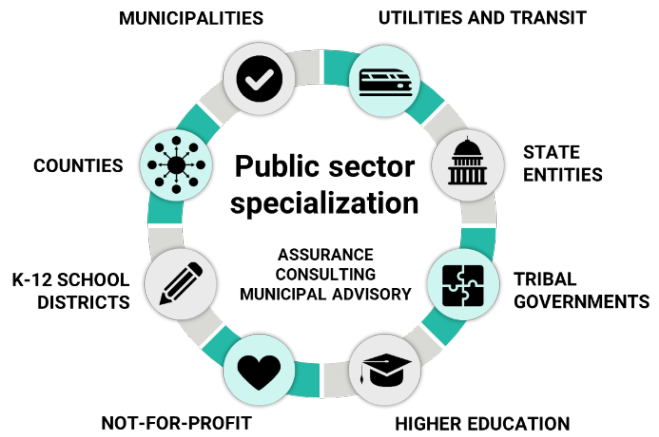
AUTHORIZED REPRESENTATIVE AND ENGAGEMENT TEAM LEADER

Anne Lewis, Managing Director
8219 Leesburg Pike, Suite 800
Tysons, VA 22182
+1 (703) 923 8214 | anne.lewis@bakertilly.com

Public sector specialization

Baker Tilly has served local governments since our establishment more than 90 years ago. We are one of the few professional services firms with a state and local government practice dedicated entirely to serving governmental clients.

Unlike many of our contemporaries, Baker Tilly is organized by industry, not service line. What does this mean for Tybee Island? It means you will be served by a carefully selected team that blends our government-focused professionals with experienced specialists in executive recruitment projects. The City will collaborate with knowledgeable professionals who understand your challenges and provide innovative solutions to help you overcome them.



State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. State and local governments were among Baker Tilly's first customers. Recognizing this complexity and eager to serve as a true **Value Architect™** to the industry, Baker Tilly formalized its dedicated public sector specialization more than **60** years ago.

More than 350 Baker Tilly professionals — including nearly 30 partners and principals — focus directly on serving state and local governments, providing hundreds of thousands of client service hours annually to the public sector. **Our practice serves 4,000 state and local government entities nationwide**, including cities, counties, municipalities, school districts, public utilities and transit organizations. Your team is ready to help you find solutions to the obstacles that stand between you and your goals.

Public sector: Experience that matters

4,000 public sector clients 90+ years of industry experience Serving clients nationwide

SUPPORTING STATE AND LOCAL GOVERNMENTS WITH SPECIALIZED EXPERTISE

Tybee Island will benefit from the insight Baker Tilly has gained from serving thousands of public sector clients across the United States.

Sharing a culture of values with the City to serve as the foundation of our lasting relationship

Our core values infuse our culture and drive the way we plan to work with the City. They are what we believe in and what we expect from each other. They guide our decisions, inspire our actions and impact how we do business. They are shorthand for what we stand for — and what we stand against. Our core values are fundamental and timeless and come to life through our own experiences and personal expression. These core values are highlighted below.

 <p>BELONGING</p> <p>We foster a deep level of mutual respect where each one of us feels seen, heard, valued and connected. We commit to a diverse and inclusive workplace upheld by fairness, compassion and equality.</p>	 <p>COLLABORATION</p> <p>We are at our best when we work together. We build on our collective strength to achieve more than we can as individuals.</p>	 <p>INTEGRITY</p> <p>We do the right thing, for the right reason, every day. Honesty, trust and keeping our promises are paramount to our success.</p>	 <p>PASSION</p> <p>We put forth our best effort every day for the benefit of our people, clients and firm. There is a sense of urgency and relentless energy in everything we do. We love our profession and take great pride in it.</p>	 <p>STEWARDSHIP</p> <p>We invest for the future with the intention of leaving everything better. We strive to make a positive difference and leave a proud legacy.</p>
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SHARED CULTURES, VALUES, PHILOSOPHIES AND GOALS

Tybee Island and Baker Tilly have a strong cultural fit, and our commonalities will lay the foundation for trust, open communication, a seamless project approach and an enduring relationship.

Belonging is a core value at Baker Tilly. It is who we are rather than what we do. Each team member commits to upholding a diverse and inclusive workplace driven by fairness, compassion and equality. Inclusiveness and belonging empower us to achieve better business results. Please refer to **Appendix A** for more information on our firm’s commitment to diversity, inclusion and belonging.

Organizational management and human capital services

OUR COMBINED SERVICES INCLUDE:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Executive recruitment | <ul style="list-style-type: none"> • Process improvement |
| <ul style="list-style-type: none"> • Executive coaching | <ul style="list-style-type: none"> • Strategic and business planning |
| <ul style="list-style-type: none"> • Executive performance assessment | <ul style="list-style-type: none"> • Service sharing and service consolidation |
| <ul style="list-style-type: none"> • Organization assessments | <ul style="list-style-type: none"> • Management services |
| <ul style="list-style-type: none"> • Organization development | <ul style="list-style-type: none"> • Financial planning, budgeting and analysis |
| <ul style="list-style-type: none"> • Performance management | |

MEETING TYBEE ISLAND’S HUMAN CAPITAL NEEDS

Baker Tilly provides a full array of organizational management and human capital services designed to meet the unique needs of state and local governments.

Serving the City effectively from anywhere

Baker Tilly goes to market by industry and service specialization, so we assign team members based on skill set and geographic location. Each team member selected to serve the City will bring individual strengths that directly benefit your engagement. Based on our understanding of your needs, we can provide the best service by managing our relationship with the City out of our Washington, DC-area office based on a similar experience serving organizations like Tybee Island.

Your engagement team has the technology tools to support the City in meeting objectives from anywhere. None of this is new to our Baker Tilly professionals. We have led a borderless client service approach for many years and are adept at providing a seamless remote experience for all clients, whether they are down the street or on the other side of the country. Every Baker Tilly professional receives a laptop and remote access credentials to connect to our internal network resources from outside the office.

We leverage Microsoft Teams, our web conferencing software, to host remote meetings. It is almost as good as being in the same room and saves everyone time, cost and carbon footprint. This approach has been very successful for similar clients, and we will make sure it is successful for you.

The Baker Tilly executive recruitment team will work closely with the City's designated point of contact to develop methods to complete all aspects of our established search processes using existing technologies and ensure the overall safety of all involved, which may require virtual or telephonic meetings or interviews. Notwithstanding, we will creatively collaborate with your organization to gather and provide you with critical information essential to your hiring decisions.



Proactive, ongoing dialogue: Frequent informal conversations, regular status meetings and periodic phone calls as questions arise help us to stay current with your needs and avoid last-minute surprises. As the engagement progresses, we will share findings, ideas and suggestions..



Accessibility and responsiveness, with access to a local office: Responsiveness is at the heart of our relationship, and your team members are committed to responding to most engagement requests within one business day.



Leveraging technology: Baker Tilly invests in innovation and technology tools to support real-time communication – both internally among Baker Tilly team members and with you as our client. Collaboration software tools such as Microsoft Teams allow for remote check-ins and the ability to work together anywhere, anytime and on any device.

Providing executive recruitment services

Our relationship-driven approach is led by an engagement team that delivers a cost-effective, quality engagement for Tybee Island. We will deliver executive recruitment solutions that address the City's underlying complexities and your unique opportunities.

The Baker Tilly executive recruitment process

Task 1: Kickoff, marketing, recruitment and outreach

Developing a comprehensive recruitment brochure that includes a profile of the ideal candidate is an essential first step in your recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the candidate's success in the city manager position. The recruitment brochure will also include a profile that captures the essence of the City as a highly attractive venue for the successful candidate to live and work.

Your recruitment will be national and inclusive in nature, as we pursue a candidate pool of diverse, experienced and talented individuals.

To prepare the recruitment brochure, the engagement team leader will meet with the City Council, City staff and other designated stakeholders to discuss the required background, professional experience, and management and leadership characteristics for your city manager. We meet individually (or collectively, depending upon your preference) with members of the City Council to broaden our understanding of the position's leadership and management requirements, current issues, your strategic priorities and expectations for the city manager.

Information from these meetings and our review of the job description and other City documents is used to prepare a position and candidate profile. The City will approve the completed profile before recruitment begins. The position and candidate profile will be central to our recruitment strategy and outreach to potential candidates. See example of a recruitment brochure in **Appendix B**.

The project team will also work with the City to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates.

If required, our team will place ads in relevant professional publications, websites and local print media and coordinate with City staff to include information about the search on the City's social media platforms. Baker Tilly also has a high-traffic website with an exclusive location dedicated to encouraging potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will consist of national, state, regional and local elements determined during our initial meetings with the City's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public-sector conferences, will be utilized to promote the city manager position further.

PROVIDING EXECUTIVE RECRUITMENT SERVICES

ADVERTISEMENTS FOR THE POSITION COULD BE PLACED WITH:

- International City/County Management Association
- National Forum for Black Public Administrators
- Local Government Hispanic Network
- Careers in Government (careersingovernment.com)
- LinkedIn
- Georgia City-County Management Association (GCCMA)
- Georgia Municipal Association (GMA) and adjoining state associations
- Women in Government

BAKER TILLY PLACES ADS IN PROFESSIONAL PUBLICATIONS AND WEBSITES

We will work with Tybee Island to develop an advertising and marketing strategy to notify potential candidates about your city manager position.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Position profile and recruitment brochure development	<ul style="list-style-type: none"> Baker Tilly meets with the City to receive information regarding the City’s budgets, organizational charts, images, logos, etc. Develop draft documents (recruitment brochure, advertisement, marketing letter and timeline) 	2 weeks
Approve brochure, begin advertising and distribute marketing letter	<ul style="list-style-type: none"> Brochure sent to City for final approval Begin advertising and distribution of recruitment brochure 	2 weeks

Task 2: Execution of recruitment strategy and identification of quality candidates

Utilizing the information developed in Task 1, Baker Tilly will identify and reach out to individuals who will be outstanding candidates for the position of city manager. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, potential candidates presented with the opportunity directly and in the proper manner may apply. We take pride in locating highly qualified candidates nationwide based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by creating a customized database utilizing our extensive, interactive applicant database for the city manager position. This will allow the Baker Tilly team to customize applicant flow and tracking, communicate with applicants and conduct database inquiries for candidates based on characteristics important to the City, such as geographic location, particular experience, expertise and credentials.

While recruitment is underway, the engagement team will work with up to 10 subject matter specialists (SMS) who know what successful performance in the city manager position looks like to reach a consensus on the ideal candidate's desired leadership and management style. We ask the SMS to complete a 30-minute online questionnaire. When aggregated, these responses generate a benchmark that prioritizes the key competencies, work values and leadership and management style attributes for this position, creating a framework for assessing candidate fit with the City. Later in the process, finalists are asked to complete a companion questionnaire that allows us to match candidates' competencies, work values and leadership/management style to the benchmark. See a sample excerpt of a TTI report in **Appendix C**.

PROVIDING EXECUTIVE RECRUITMENT SERVICES

Each candidate submitting a resume is sent a timely acknowledgment by our team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and professionalism with which they are treated during our recruitments.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Execution of recruitment strategy and candidate outreach	<ul style="list-style-type: none"> Online data collection and profile development Development of an interactive, searchable applicant database for recruitment of your city manager Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy Utilization of an extensive applicant database to identify applications and review the applicant pool for competencies/demographics 	4-5 weeks

Task 3: Screening of applicants and recommendation of semi-finalists

During Task 3, the project team screens each application and compares qualifications (education, experience, etc.) and responses to our customized supplemental questions to determine an overall match to your desired profile. We will then narrow the list to 10 to 12 semifinalists for your review and identification of four or five finalists (often including an alternate) or the number of individuals you would like to interview and consider. The finalists will be selected based on written questionnaires, early due diligence information, consultant phone interviews, and recorded and one-way video interviews.

Another unique aspect of our recruitment process is using a web-based one-way video interview. Each finalist has limited time to answer each question, which each applicant sees for the first time when the interview begins. We do not provide questions in advance. Each finalist then has 30 seconds to start responding and up to three minutes to respond to each of about three questions. This tool allows our team to understand better each candidate's ability to "think quickly." The one-way videos also allow us to evaluate the professional demeanor of each applicant. Our team will provide the City Council and the designated staff with a link to review.

You will have access to our Applicant List, which will provide pertinent data for each applicant.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Applicant screening and recommendation of semi-finalists	<ul style="list-style-type: none"> Baker Tilly compares applications to the approved candidate profile developed in our searchable applicant database Most promising applicants are asked to complete candidate questionnaires and provide due diligence information Media, internet and social media scan for information pertinent to future employment Top candidates identified as semi-finalists Semi-finalist report is prepared, including the brochure, applicant list, cover letter and resume of candidates to be considered 	2-3 weeks

PROVIDING EXECUTIVE RECRUITMENT SERVICES

PROJECT MILESTONE	DELIVERABLES	TIMELINE
	<ul style="list-style-type: none"> • Baker Tilly and the City Council review video interviews • Project team leader meets with the City Council to review recommended semi-finalists • City Council selects finalists for on-site interviews • Finalists complete candidate management style assessment, responses are reviewed, and interview questions are developed 	

Task 4: Conducting background checks, reference checks and academic verifications

Once the City Council has identified a list of “finalists,” Baker Tilly begins conducting reference checks, background records checks and academic verifications. We then prepare a Confidential Reference Report to complete our research and understanding of each applicant’s qualifications, management style, leadership traits or characteristics and professional work performance.

BACKGROUND CHECKS WILL INCLUDE INFORMATION FROM THE FOLLOWING AREAS:	
• Consumer credit	• Bankruptcy
• City/county – criminal	• State district Superior Court – criminal
• City/county – civil litigation	• State district Superior Court – civil litigation
• Judgment/tax lien	• Federal district - criminal
• Motor vehicle driving record	• Federal district – civil litigation
• Educational verification	• Sex offender registry

REFERENCE CHECKS, BACKGROUND RECORDS CHECKS AND ACADEMIC VERIFICATIONS

Tybee Island will receive a report that thoroughly verifies each finalist’s background.

To ensure the overall quality standards of our process, we require a minimum of 10-15 business days between the time you identify finalists for interviews and the time we can provide you with our Final Report.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Design final process with the City for on-site interviews with finalists	<ul style="list-style-type: none"> • Baker Tilly confirms interviews with candidates 	1-2 days
Background checks, reference checks and academic verifications	<ul style="list-style-type: none"> • Baker Tilly completes background records checks, reference checks and academic verifications of finalists 	2-3 weeks

Task 5: Final interview process

Upon completing Task 4, we will work with your City Council and designated staff to develop the final interview process. We customize the process according to your needs, desired outcomes, position functions, preferences and directives. This may include steps that are important to you, our client. As such, the final interview process may consist of meetings with the department heads and the opportunity for a meet and greet with community members and individual tours of the City. We work with your organization to adjust all aspects of our process as you deem necessary and appropriate.

PROVIDING EXECUTIVE RECRUITMENT SERVICES

Before the interviews, we provide documentation on each finalist, highlighting leadership and management profile (Gap Analysis) and a summary of our comprehensive/customized reference checks, background report checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The engagement team leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. If asked, we will help the City Council develop a compensation package and related employment considerations and negotiate an employment agreement.

PROJECT MILESTONE	DELIVERABLES	TIMELINE
Final Report prepared and delivered to the City	<ul style="list-style-type: none"> Final Report is prepared, including brochure, schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions 	1 day
On-site interviews with finalists	<ul style="list-style-type: none"> Interviews are scheduled The recruitment project team leader attends client interviews and is available to participate during deliberations of candidates if requested 	1-2 days
Offer made/accepted	<ul style="list-style-type: none"> If requested, Baker Tilly participates in candidate employment agreement negotiations Baker Tilly notifies candidates of the decision Baker Tilly confirms the final process; close out items with the City 	1-2 days

Providing optional post-placement activities

A successful executive search creates an opportunity to solidify the leadership bond between Tybee Island's elected officials and the new city manager. We offer the following fee-based supplementary services to encourage growth and positive change.

SUPPLEMENTARY POST-PLACEMENT SERVICES	
Six-month check-in	A facilitated session allows the new city manager and the City Council to discuss progress, goals and vision. It is usually structured as a half-day session and can form the basis for future performance evaluations.
Executive coaching	Coaching can help improve communication, leadership, prioritization and other skills needed for peak performance. It also provides professional and personal counsel to a new manager.
Performance evaluation plan	An annual performance review process led by a third-party facilitator ensures valuable feedback, constructive dialogue and agreement on priorities. It can also strengthen the council/manager relationship.
Management system review	A structured review of the organization's management system identifies ways to increase efficiency and effectiveness. It is especially helpful for new city managers because it provides an objective agenda for improvement.

PROVIDING EXECUTIVE RECRUITMENT SERVICES

We are happy to discuss these services with you and prepare a proposal for any desired services.

Recruiting a diverse candidate pool for the City

Baker Tilly's recruiting strategy for Tybee Island reflects our firm's core values and commitment to diversity, inclusion, belonging and societal impact. Our work begins long before we start collaborating with you to find the right candidate for your city manager position. We cultivate relationships with diverse networks of leaders who can bring new perspectives and experiences to the role.

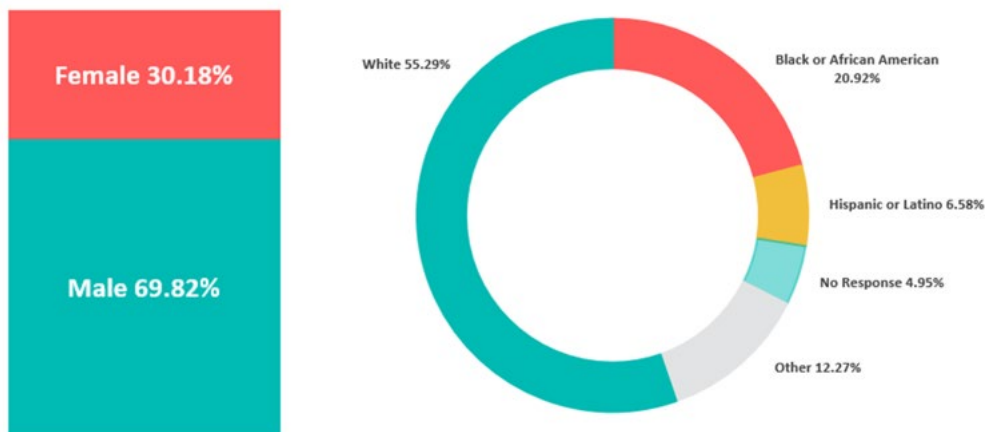
Our firm is a corporate member of the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network. We serve on NFBPA's National Corporate Advisory Council and regularly participate in its membership events. As in every recruitment, we will call on our established networks to find candidates from a wide range of backgrounds, including those traditionally underrepresented in public sector hiring, and encourage them to consider Tybee Island's opportunity. Based on our performance record, prospective candidates trust that the Baker Tilly executive recruitment team will fairly consider each application based on their qualifications and the established profile.

Baker Tilly is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status, sexual orientation or any other legally protected status. As a leader in the executive recruitment industry, we take positive actions to prevent and remedy any discriminatory effects of business and employment practices.

Recruiting for diversity requires intentional and proactive efforts. These include:

- Advertising job postings that are inclusive and free from bias, using gender-neutral language and avoiding language that could discourage some populations from applying
- Reaching out to a wide range of communities and organizations and using various recruiting channels to help expand the slate of candidates
- Providing a welcoming and inclusive workplace culture within your city to attract and retain diverse talent

This past year, 95% of our applicants provided their race, and 98% shared their gender during the recruiting process. We saw a 3.05% increase in the number of Black/African American applicants, a 4.11% increase in the category of other races, and a 5.82% increase in female applicants over the same timeframe in 2022. The demographic breakdown of 852 candidates presented to our clients was as follows:



DIVERSITY IN RECRUITMENT

As evidenced by positive trends in our applicant diversity data, we are committed to broadening the candidate pool for your position by reaching out to a wide range of communities, organizations and prospective candidates.

PROVIDING EXECUTIVE RECRUITMENT SERVICES

Triple Guarantee

We define the success of a smooth, seamless, effective and responsive executive recruitment that culminates with hiring a highly qualified city manager who matches the profile we developed to this end. We further define success by identifying and presenting a sufficient number of well-qualified applicants for the City Council to interview.

While we believe in the overall success of our process, we also recognize that unusual circumstances will invariably emerge. This is why we offer a trifold, industry-leading triple guarantee.

1. First, we commit to conducting your recruitment until you have selected a finalist and made an appointment for the fees and tasks quoted in this proposal. If you cannot reach an employment agreement with one of the individuals presented as finalists, Baker Tilly will identify and present a second supplemental group of qualified applicants to consider until you select a finalist.
2. Second, we guarantee your executive recruitment for 12 months against separation (voluntary or involuntary), which means that if you end the employment relationship (with or without cause) or the finalist resigns (for any reason) we will repeat the executive search at no additional professional fee but will include project-related expenses. Please note that candidates appointed from within your organization do not qualify for this guarantee. Furthermore, this guarantee is subject to further limitations and restrictions of your state laws.
3. Baker Tilly will not directly solicit any candidate selected under this agreement for any other position while the candidate remains in your employment.

Co-developing a timeline to meet Tybee Island’s deadlines

A typical timeline is 100-120 days from project kickoff to extending an offer of employment. The Baker Tilly project team leader will discuss your anticipated or desired timeline during the initial kickoff meeting. We intend to conduct your recruitment expeditiously, but not at the expense of finding qualified applicants to present to you. For this proposal, target dates are to be determined. Once you approve, and based on mutual agreement, we will provide actual dates in our service agreement. The following is an example of a timeline for an executive recruitment process.

EXECUTIVE RECRUITMENT PROCESS BREAKDOWN				
Project task	Month 1	Month 2	Month 3	Month 4
1. Profile development, advertising and candidate outreach	█	█	█	
2. Applicant screening and assessment and recommendation of semi-finalists		█	█	
3. Comprehensive background checks, academic verifications and reference checks completed for finalists			█	
4. On-site Interviews with finalists				█
5. Employment offer made/accepted				█

PROVIDING EXECUTIVE RECRUITMENT SERVICES

EXECUTIVE RECRUITMENT PROCESS TIMELINE	
Project milestone	Deliverables
Profile development, advertising and candidate outreach	<ul style="list-style-type: none"> • Baker Tilly meets with City officials to develop candidate profile and recruitment brochure; City approves ad placement schedule and timeline • Baker Tilly sends draft recruitment brochure to the City • The City returns draft brochure (with edits) to Baker Tilly • Baker Tilly begins recruitment advertising and marketing • Online data collection and profile development
Applicant screening and assessment and recommendation of semi-finalists	<ul style="list-style-type: none"> • Baker Tilly commences formal review of applications, and the most promising candidates will be asked to complete questionnaires • Candidates complete recorded interviews online • Baker Tilly completes a formal review of applications and sends selected resumes to the City Council for review • Candidates' recorded interviews are presented • Baker Tilly meets with the City Council and recommends semi-finalists; City Council selects finalists for on-site interviews • Finalists complete candidate management style assessment, responses are reviewed, and interview questions are developed
Comprehensive background checks, academic verifications and reference checks completed for finalists	<ul style="list-style-type: none"> • Baker Tilly completes reference checks/background checks/academic verification on finalists
On-site Interviews with finalists	<ul style="list-style-type: none"> • Baker Tilly sends documentation for finalists to the City Council • The City Council conducts on-site interviews with finalists
Employment offer made/accepted	<ul style="list-style-type: none"> • The City Council extends employment offer to the selected candidate

COMMITMENT TO SUCCESSFULLY DELIVER RECRUITMENT SERVICES TO MEET YOUR REQUIREMENTS
Tybee Island's time is valuable. We will co-develop a timeline to provide the City's executive recruitment services on time.

Your Value Architects™

Tybee Island will work with a consistent team of Value Architects™ who understand your organization and can add value from day one. The combination of your engagement team's executive recruitment experience and service knowledge translates into tangible results for the City.

Aligning key engagement team members with your goals

Within Baker Tilly, our executive recruitment team consists of ten recruitment consultants and project coordination staff available to meet your executive recruitment needs. Each consultant assigned to your recruitment has experience working with cities, counties, special districts, not-for-profit organizations and school districts, and the many disciplines comprising the City organization. Our consultants bring an experienced, participatory and energetic perspective to each engagement. As such, we reflect our unique approach and individualized touch in our internal standard and commitment to outstanding service that meets or exceeds your expectations. Since 2000, our combined consultant team has conducted more than 1,700 executive searches.

1,700+ recruitments

Your engagement team has conducted more than 1,700 successful recruitment projects since 2000.

The Baker Tilly engagement team will collaborate with the City Council and others designated as your technical advisor. As such, we conduct our recruitment process effectively, efficiently, transparently and professionally, consistent with “best practices” in the public sector executive recruitment space. Our agenda is clear; “our agenda is your agenda.” Our objective is to generate a list of highly qualified candidates and assist you with the screening and evaluation of these candidates to identify your next city manager.

We have structured the Baker Tilly engagement team to draw upon our 90-plus years of collective service to the public sector and to leverage Baker Tilly's experience and capacity to find exceptional, qualified candidates.

Since its beginnings, our firm has emerged as a leader in human resource management consulting and executive recruitment. Our 45+ years of consulting experience, coupled with our unique approach and personal touch, drives our internal standard for delivering outstanding services and leading-edge results.

Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, which means a personal interest in the City from some of our most experienced team members.

Engagement team members are introduced on the following pages, and complete resumes are available in **Appendix D**.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR TYBEE ISLAND

Engagement leadership



Anne Lewis — Managing director

8219 Leesburg Pike, Suite 800, Tysons, VA 22182
 +1 (703) 923 8214 | anne.lewis@bakertilly.com

Anne leads Baker Tilly’s public sector executive recruitment team. Before joining Baker Tilly, Anne was an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention and visitor’s bureau executive director. She was also responsible for parks, recreation and community services, information technology, animal services, general services and legislative programs. She specializes in providing executive recruitment services to local governments and nonprofits. Anne holds a Master of Science and a Bachelor of Science from Shenandoah University.

Consulting team



Art Davis — Director

5440 West 110th Street, Suite 300, Overland Park, KS 66211
 +1 (816) 868 7042 | art.davis@bakertilly.com

Art is a director in Baker Tilly’s executive recruitment practice. He is responsible for managing and conducting executive recruitment engagements for the firm to ensure their integrity, timeliness and adherence to budget parameters. He has more than 30 years of experience in local government, executive recruitment and organizational management. Art has served as a city administrator in Missouri and other local government positions in Kansas and Texas. He specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits. Art earned a Master of Public Administration from the University of Kansas and a Bachelor of Arts in political science and public administration from William Jewell College.



Patricia Heminover — Director

30 East Seventh Street, Ste. 3025, St. Paul, MN 55101
 +1 (651) 223 3058 | patty.heminover@bakertilly.com

Patty has been with the firm since 2010. She has more than 20 years of public education experience, most recently as superintendent of South St. Paul Schools in South St. Paul, Minnesota. She brings considerable experience developing budgets, leading organizational and process improvements, and successfully overseeing conflict resolution. Patty was South St. Paul Schools’ director of human resources and finance before serving as its superintendent. She served for three years as the co-superintendent of schools for Cleveland Public Schools in Cleveland, Minnesota, after working as its director of human resources and business services for six years. Patty has received a School Finance Award and technology leadership awards and helped establish Minnesota’s first K-12 International Baccalaureate School District. She earned a Master of Education Administration from Minnesota State University.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR TYBEE ISLAND

**Yolanda Howze, MPA, IPMA-SCP, SPHR, SHRM-SCP — Director**

205 North Michigan Avenue, 28th Floor, Chicago, IL 60601
 +1 (312) 240 3401 | yolanda.howze@bakertilly.com

Yolanda is a well-regarded, award-winning human resources professional with more than 20 years of public sector human resources experience—primarily in municipal government. Yolanda was assistant to the city manager/director of human resources with the City of University City, Missouri and director of human resources with the City of Bellaire, Texas. Before joining Baker Tilly, Yolanda was a senior consultant II with Gallagher's Human Resources Compensation & Consulting practice. She was responsible for managing projects and providing consulting services to public sector and higher education clients in all aspects of classification and compensation systems and other areas of human resources. As a human resources leader, Yolanda's experience and competencies include full cycle recruiting and retention (including executive recruiting), total rewards and classification administration, performance management, project management, HRIS and process improvement, change management, labor relations, emergency management and disaster recovery, training and organizational development, and safety and risk management. Yolanda earned a dual Bachelor of Arts in psychology and organizational leadership from Maryville University in St. Louis and a Master of Arts in public administration and policy analysis from Southern Illinois University-Edwardsville. Yolanda is also a Senior Certified Human Resources Professional—SPHR, SHRM-SCP, IPMA-SCP. Her peers selected her as the 2015 Texas Municipal Human Resources Association (TMHRA) Human Resources Professional of the Year.

**Carol Jacobs — Managing Director**

18500 Von Karman Ave, 10th Floor, Irvine, CA 92612
 +1 (949) 809 5588 | carol.jacobs@bakertilly.com

Carol is a managing director with Baker Tilly. She has held a wide range of roles across local government and consulting, including multiple stints as a city manager, and served most recently as assistant city manager of the City of Newport Beach, California. In that role, she had responsibility for functions as varied as fire, library, harbor, information technology, utilities and homelessness, with service as interim finance director and harbormaster. Carol also served as city manager for the Southern California cities of Eastvale and Stanton; as interim city manager for the City of Grand Terrace, California; and in a series of roles with increasing responsibility for the City of Costa Mesa, California. Carol's consulting experience includes managing a financial solutions practice area that served local governments, with responsibility for managing client needs, preparing financial studies, and conducting management and organizational reviews.

**Edward G. Williams, Ph.D. — Director**

2500 Dallas Parkway, Suite 300, Plano, TX 75093
 +1 (214) 842 6478 | edward.williams@bakertilly.com

Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across multiple disciplines, including state and municipal government, community and educational institutions. His areas of expertise include human development, process improvement, workforce planning, executive recruiting, strategic planning, management and leadership development, classification, compensation, benefits administration, performance management, employee recognition, employee wellness and benefits administration. He has served

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR TYBEE ISLAND

as director of human resources and organizational development for the City of Missouri City, deputy personnel director for the State of Missouri and training and performance consultant for the Metropolitan Community Colleges Business and Technology Center in Kansas City, Missouri. Edward holds a Ph.D. in Educational Leadership and Policy Analysis from the University of Missouri, an Educational Specialist degree in Higher Educational Administration, a Master of Higher Education Administration, and a Bachelor's in Education from the University of Missouri. He is bilingual and proficient (reading, writing and speaking) in Spanish.

Supporting team



Karen Edwards, SHRM-CP — Senior recruitment analyst

+1 (813) 915-5616 | karen.edwards@bakertilly.com

Karen is a senior recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include assisting in the coordination of executive recruitments. Karen manages outreach, generates reports, conducts detailed background checks and analyzes data to ensure the success of all engagements. She has more than 30 years of experience in human resources, administrative positions and customer service. Karen earned a Bachelor of Science in business administration - human resource management from Western Governors University and is a Society for Human Resources certified professional.



Michelle Lopez — Manager

+1 (651) 223 3061 | michelle.lopez@bakertilly.com

Michelle is a manager with Baker Tilly's executive recruitment practice group. Known for her attention to detail and organizational skills, Michelle is crucial in ensuring that recruitment projects are completed thoroughly and on time. She has more than ten years of experience as a critical support staff member. Her colleagues appreciate her customer service skills and determination to ensure clients and candidates remain informed and engaged throughout the recruitment process. Her responsibilities include organizing assignments and workflows, coordinating information and resources, and identifying, analyzing, and implementing solutions to ensure her team and clients always have the latest recruiting tools at their disposal. She is currently pursuing a Bachelor of Science degree in organizational leadership.



Diane Segulia — Recruitment analyst

+1 (651) 223 3094 | diane.segulia@bakertilly.com

Diane is a recruitment analyst with Baker Tilly's executive recruitment practice group. She is a team player who prides herself on delivering high-quality work. Diane joined Baker Tilly in 2015 as the receptionist. She joined the executive recruitment practice group as an administrative assistant in October 2019 and began her role as a recruitment analyst in June 2022. Her responsibilities include conducting research for the consultants, completing background checks, coordinating information and resources, and collaborating with candidates and clients through all phases of an executive recruitment.



Carrie Thompson — Recruitment analyst

+1 (703) 923 8040 | carrie.thompson@bakertilly.com

Carrie is a recruitment analyst with Baker Tilly’s executive recruitment practice group. She has more than four years of experience in recruiting coordination, including interview scheduling and candidate communication. She facilitates smooth sailing during the recruitment process. Carrie runs reports, coordinates outreach and organizes essential documents. Along with her work behind the scenes, she collaborates with clients and candidates to help them on their journey to success. Carrie earned a Bachelor of Arts in communication with a concentration in media production and criticism from George Mason University.

TYBEE ISLAND WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

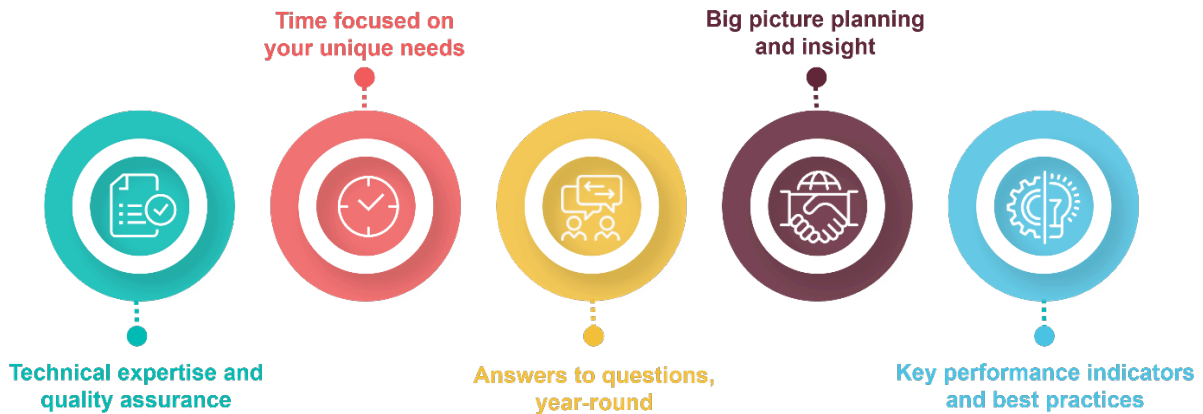
All engagement team members are committed to Tybee Island’s success. Their public sector experience and service expertise translate into tangible results for the City.

Building trust with our client-focused approach to staffing to demonstrate how important you are to our firm

The City will benefit from our unique approach to staffing, which emphasizes significant engagement leadership involvement throughout the entire engagement process. Unlike other firms, Baker Tilly provides our top staff and most experienced team members to serve your organization. You can expect an open line of communication with and access to your senior team leaders year-round. This promotes an efficient, effective engagement.

We will be responsive to your needs, quickly resolve challenges and build trust. You can expect to receive technical insights and an approach customized to your unique structure, culture, timing and strategic goals.

The graphic below details how we will build trust with Tybee Island.



COLLABORATING WITH YOU AS YOUR TRUSTED TEAM

Your engagement team will be deeply involved in the engagement and develop an in-depth working knowledge of Tybee Island and processes to deliver value throughout our relationship.


Cultivating an engaging culture to offer a consistent public sector team that will serve you for many years

We view our commitment to staff continuity as the cornerstone of building a lasting relationship with Tybee Island. You can expect to see the same engagement team members for additional recruitment services in the future.

Exceptional professionals thrive at Baker Tilly because we foster an engaging culture through diversity and inclusion, work-life balance, continuous learning opportunities, career advancement and employee recognition. As evidence of our team member-focused culture, Baker Tilly proudly presents a variety of recognitions and awards.

EVIDENCE OF OUR TEAM MEMBER-FOCUSED CULTURE AND COMMITMENT TO EXCELLENCE

Baker Tilly was included in **People Magazine's 2022 Companies That Care list**, which recognizes companies who put their employees and communities first




Recognized as **one of America's Best Large Employers** in 2021 and 2022 by Forbes



Received 250+ culture awards and workplace recognitions firmwide



Ranked as a **top 10 accounting and advisory firm for workplace prestige and quality** on Vault Accounting's Accounting 50 list; **culture** is the number one reason that team members join our ranks and stay at our firm



Baker Tilly has again been certified as one of the **Best Workplaces in Consulting and Professional Services** – one of only 25 companies recognized on this list



CULTIVATING AN ENGAGING CULTURE
 Our commitment to attracting and retaining a top-quality workforce benefits Tybee Island through engaged team members and staff continuity.

Valuable perspectives

We are always happy to provide references because it is important for you to talk with the organizations we serve. Our similar client base equals experience-derived insights for Tybee Island.

Demonstrating successful relationships with similar clients

Anne Lewis is the designated project leader for your city manager executive search. We encourage you to connect with the clients below to learn more about the value of their relationship with Baker Tilly and to verify the quality of work we have consistently delivered to each client as part of these recently completed executive recruitment projects. Each client will offer a unique perspective as you consider your own needs.

TOWN OF CARRBORO, NORTH CAROLINA

Name	Julie Eckenrode	Title	Human Resources Director
Phone	+1 (919) 918 7308	Email	jeckenrode@townofcarrboro.org
Services	Selection of Town Clerk (in progress), Town Manager (in progress) Assistant Town Manager (2023), Fire Chief (2023), Public Works Director (2023), Housing & Community Services Director (2023), Recreation, Parks and Cultural Services Director (2023) and Town Manager (2021)		

CITY OF HARRISONBURG, VIRGINIA

Name	Deanna R. Reed	Title	Mayor
Phone	+1 (540) 432 7701	Email	Deanna.Reed@harrisonburgva.gov
Services	Selection of City Manager (2022)		

MOREHEAD CITY, NORTH CAROLINA

Name	Chris Turner	Title	City Manager
Phone	+1 (252) 726 6848, ext. 110	Email	christopher.turner@moreheadcitync.org
Services	The Town has approximately 261 employees in 121 titles. The project included collection of employee questionnaires, job evaluation, base pay market survey, pay plan development with grade assignments and implementation cost. The project additionally included an FLSA assessment, pay policy review, and new job descriptions.		

PROVIDING VALUABLE PERSPECTIVES FROM CURRENT CLIENTS

At Baker Tilly, relationships matter. Our Value Architects™ have a record of successfully enhancing and protecting similar clients' impact — resulting in experience-based insights for Tybee Island.

Providing similar services to clients

Below is a list of relevant public sector executive recruitments delivered by the Baker Tilly team.

LIST OF RELEVANT PROJECTS: PRESENT – 2019				
Year	Client	State	Project	Pop.
Current	Carrboro	NC	Town Clerk	21,230
Current	Carrboro	NC	Town Manager	21,230
Current	Columbia Heights	MN	City Manager	21,961
Current	Denton	TX	City Secretary	136,195
Current	Lexington	VA	City Manager	7,400
Current	Manassas	VA	City Manager	42,668
Current	Marceline	MO	City Manager	2,123
2023	Belle Meade	TN	City Manager	2,912
2023	Beloit	WI	City Manager	36,657
2023	Bemidji	MN	City Manager	14,570
2023	Carrboro	NC	Assistant Town Manager	21,230
2023	Corpus Christi	TX	Assistant City Manager	323,733
2023	Fargo	ND	City Administrator	121,889
2023	Fernley	NV	City Manager	22,343
2023	Freeport	ME	Town Manager	8,737
2023	Greenbelt	MD	City Manager	24,921
2023	Highland Park	TX	Town Administrator	8,993
2023	Huber Heights	OH	City Manager	43,439
2023	Midland	TX	City Manager	132,520
2023	Morehead City	NC	City Manager	9,556
2023	Perrysburg	OH	City Administrator	21,730
2023	Portland	ME	City Manager	66,595
2023	Spartanburg	SC	Assistant City Manager	38,732
2023	Warrenton	VA	Town Manager	10,057
2023	West Fargo	ND	City Administrator	38,626
2023	Wyoming	MI	City Manager	76,501
2022	Apex	NC	Assistant Town Manager	58,780
2022	Beaumont	TX	City Manager	118,428
2022	Belton	MO	City Manager	23,480
2022	Blue Springs	MO	City Administrator	54,850
2022	Branson	MO	City Administrator	10,000
2022	Brevard	NC	City Manager	7,900
2022	Buda	TX	City Manager	15,108
2022	Denton	TX	City Manager	136,195
2022	Evans	CO	City Manager	22,165
2022	Golden	CO	City Manager	20,399
2022	Harrisonburg	VA	City Manager	54,033

VALUABLE PERSPECTIVES

LIST OF RELEVANT PROJECTS: PRESENT – 2019

Year	Client	State	Project	Pop.
2022	Hastings	NE	City Administrator	25,152
2022	Hutchinson	KS	City Manager	40,006
2022	Joplin	MO	Assistant City Manager	50,386
2022	Kinston	NC	City Manager	20,083
2022	La Marque	TX	City Manager	16,627
2022	Minnetrista	MN	City Administrator	7,621
2022	Oak Hill	TN	City Manager	4,587
2022	Oakland	CA	Deputy City Administrators	440,646
2022	Overland Park	KS	City Manager	191,278
2022	Plain City	OH	Village Administrator	4,065
2022	Port Arthur	TX	Assistant City Manager	53,937
2022	Salisbury	NC	City Manager	33,727
2022	Shorewood	MN	City Administrator	7,974
2022	Spicer	MN	City Administrator	1,188
2022	Staunton	VA	City Manager	25,750
2022	Westminster	CO	City Manager	116,317
2022	Willmar	MN	Assistant City Admin/City Operations Director	19,628
2021	Carrboro	NC	Town Manager	21,230
2021	Clearwater	FL	City Manager	115,159
2021	College Park	MD	City Administrator	32,196
2021	Corpus Christi	TX	Assistant City Manager	323,733
2021	Evansville	WI	City Administrator/Finance Director	5,378
2021	Grand Rapids	MI	Deputy City Manager (limited)	192,294
2021	Greeley	CO	City Manager	105,888
2021	Inver Grove Heights	MN	City Administrator	34,344
2021	Kimball	NE	City Administrator	2,578
2021	Long Grove	IL	Village Manager	7,956
2021	Louisville	CO	City Manager	20,860
2021	Moline	IL	City Administrator	41,902
2021	Riverside	OH	City Manager	25,093
2021	Rockville	MD	Deputy City Manager	66,940
2021	Shakopee	MN	Assistant City Administrator	40,731
2021	Sidney	OH	City Manager	20,590
2021	Stonecrest	GA	City Clerk	54,202
2021	Woodlawn	OH	Village Manager	3,365
2020	Clayton	OH	City Manager	13,269
2020	Fairmont	MN	City Administrator	10,126
2020	Front Royal	VA	Town Manager	15,239
2020	Herington	KS	City Manager	2,304

VALUABLE PERSPECTIVES

LIST OF RELEVANT PROJECTS: PRESENT – 2019

Year	Client	State	Project	Pop.
2020	Kansas City	MO	City Manager	488,943
2020	Lake Ozark	MO	Asst City Admin/Community Eco Dev Director	1,792
2020	Maple Plain	MN	City Administrator	1,807
2020	Matanuska-Susitna Borough	AK	Borough Manager	108,317
2020	Middletown	OH	City Manager	48,121
2020	Missouri City	TX	City Manager	74,705
2020	Moose Lake	MN	City Administrator	2,798
2020	Oakdale	MN	City Administrator	28,083
2020	Rochester	MN	City Administrator	114,011
2020	Scottsbluff	NE	City Manager	14,874
2020	Springdale	OH	Assistant City Administrator	11,223
2020	St. Joseph	MO	City Manager	74,959
2019	Beeville	TX	City Manager	12,937
2019	Cloquet	MN	City Administrator	11,938
2019	Forest Park	OH	City Manager	18,723
2019	Hobbs	NM	City Manager	37,764
2019	Lake Lotawana	MO	City Administrator	2,099
2019	Minerva	OH	Village Administrator	3,640
2019	Norman	OK	City Manager	122,843
2019	Paris	TX	City Manager	24,800
2019	Park City	KS	City Administrator	7,499
2019	Port Arthur	TX	City Manager	53,937
2019	Santa Fe	NM	City Manager	83,776
2019	Willmar	MN	City Administrator	19,628

Value for fees

Value means services that lead to meaningful insights and direct more dollars and resources to achieving the City's mission.

Delivering a professional fee estimate for the City

We are excited about the opportunity to work with Tybee Island and have prepared the below fee estimate to meet the City's needs and objectives. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-ons or startup charges.

The all-inclusive professional fee includes the cost of professional services by the engagement team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Baker Tilly is not responsible for candidates' travel expenses to client location for on-site interviews. Clients generally manage these matters directly with the finalists.

Baker Tilly will bill for this engagement in four installments: 30% upon execution of this agreement, 30% at Phase I, 30% at Phase II, and 10% upon acceptance of an employment offer by the finalist. The fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice the City for any unpaid portion of the fee.

Feel free to direct all questions regarding the professional fee and project-related expenses to Anne Lewis via email at Anne.Lewis@bakertilly.com or via phone at +1 +1 (703) 923 8214.

PROPOSED SERVICES	
Phase I	
Task 1 — Candidate profile development/advertising/marketing	
Task 2 — Identify quality candidates	
Phase II	
Task 3 — Screening of applications and submission of recommended semi-finalists to the client	
Task 4 — Reference checks, background checks and academic verifications	
Phase III	
Task 5 — Final process/on-site interviews with finalists	
Conclusion	
Assistance and technical support for total rewards (salary and benefits), employment offer negotiation, offer and acceptance by finalist	
TOTAL ALL-INCLUSIVE FEE*	\$26,950

** BAKER TILLY MAY CONSIDER A PROFESSIONAL FEE REDUCTION OF 10% if Tybee Island is provided additional recruitments during the subsequent 12-month period.*

OPTIONAL SERVICES FOR CONSIDERATION	FEE
<p>On rare occasions, a client desires the delivery of additional search-related services from the Baker Tilly executive search team. Services not included in the proposed scope of services include additional visits by the project team leader to your organization. Baker Tilly will bill Tybee Island at an hourly rate of \$300, plus expenses for additional work requested explicitly by your organization outside this project’s scope or as described in the proposed scope. Before beginning these services, Baker Tilly will prepare and submit a written explanation of the additional services requested and the estimated number of hours required before commencing any additional services.</p>	<p>\$300 per hour plus expenses</p>

BAKER TILLY CAN PROVIDE OPTIONAL SERVICES

Tybee Island may benefit from the additional services we offer. No additional services will be billed without the express consent and agreement with the City.

Negotiations

If selected, we will provide the City with our standard engagement terms. Should the City wish to provide alternate terms or proceed on the basis of its own format agreement, we would require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.

Supporting the City with our value-for-fees approach

We will provide the highest quality service for a fair and reasonable fee. Below is an overview of our value-for-fees approach and how it benefits you.

 <p>A team that works with a similar client base and is ready to lead a smooth recruitment</p>	 <p>Frequent check-ins and timely responses to your inquiries</p>	 <p>Controlled costs through a service approach designed for your organization</p>	 <p>Knowledge retention through a commitment to staff continuity</p>
 <p>High level of experienced manager involvement for a successful recruitment</p>	 <p>Practical, flexible and collaborative approach designed for your unique needs</p>	 <p>Full range of service solutions to grow with your needs</p>	 <p>Use of innovative technology and software tools to support real-time communication and efficiencies</p>

COMMITMENT TO VALUE FOR FEES

Tybee Island can expect exceptional service paired with a fair, competitive fee arrangement that allows us to deliver continuous value throughout our relationship.

Appendix A: Prioritizing diversity, inclusion, belonging and societal impact (DIBS)

Prioritizing diversity, inclusion, belonging and societal impact (DIBS)



**MEET SHANE LLOYD,
DIBS STRATEGY LEADER**

In his role as chief diversity officer at Baker Tilly, Shane oversees our company's DIBS initiatives and serves on influential national diversity and inclusion boards.

At Baker Tilly, DIBS is who we are rather than simply what we do. We celebrate and value the identities, perspectives and contributions of every person. As we empower our team members to grow and bring their talents to the table, we discover opportunities to achieve better results for Tybee Island. We hire people who bring new perspectives and experiences, including our Chief Diversity Officer, Shane Lloyd, who joined Baker Tilly as DIBS strategy leader in 2021.

Baker Tilly's DIBS steering committee is designed to strengthen our firm's culture of diversity, inclusion and belonging. This cross-section of leaders across our firm oversees our strategy — from inclusion-related communications to accountability measures for our key diversity goals and coordination of our DIBS ecosystem.

Our new, ambitious goals center around our structural pillars of diversity, inclusion, belonging and societal impact — embedding this work ever more deeply into the day-to-day workings of our business. Our DIBS ecosystem includes an array of groups, initiatives and deep networks of committed team members. [Learn more here.](#)

DIBS communities and signature initiatives

Activate team member network



Our core value of belonging reflects our commitment to creating a diverse and inclusive workplace for everyone. Bolstering this core value is Activate, our newest team member network. Activate's mission is to unite and empower team members who are neurodiverse or have physical disabilities to reach their full potential and contribute to a more accessible workplace.

Growth and Retention of Women (GROW)



Through our GROW initiative, Baker Tilly provides women valuable opportunities to network, acquire skills, strengthen professional relationships and advance in their careers. Our commitment to GROW increases the number of women in management positions and enhances the retention of women at all firm levels.

NexGen: Joining workforce generations



With NexGen, we aim to empower the next generation of team members to collaboratively engage in our firm's progress while promoting an overall investment in our future.

PRIDE team member network



Our PRIDE team member network exists to support the LGBTQ+ community and their allies within Baker Tilly. We strive to create an open environment centered on LGBTQ+ issues and topics relevant to the workplace.

Supporting Opportunity, Advancement and Recognition (SOAR)



SOAR focuses on improving inclusion and increasing retention of team members of color to create a more inclusive, innovative and productive workforce. Within SOAR, our team member-led Black, Latinx and Asian American and Pacific Islander (AAPI) communities provide spaces for conversation, relationship-building and engagement.

Baker Tilly Foundation



As a firm, we have made our position clear: We stand against racism and discrimination in any form. Our Baker Tilly Foundation supports causes within key pillars, including human services organizations that advance well-being, equity and inclusion.

Appendix B: Sample brochure



CITY MANAGER

TOWN OF MOREHEAD CITY, NORTH CAROLINA

First Review of Applications: November 18, 2022

Morehead City is dedicated to the well-being and safety of our community by providing exceptional customer service with a warm coastal smile.

THE COMMUNITY

The Town of Morehead City (2021 pop. 9,688), hereinafter referred to as “City”, is located on North Carolina’s renowned Crystal Coast, enticing residents and visitors with its local charm and vibrant business community.

Morehead City’s major industries include tourism, sport and commercial fishing, and marine research. These trades take full advantage of the rural coastal area, creating a seasonal economy that is complemented by the Town’s close proximity to two growing Marine Corps bases and air stations at Camp Lejeune and Cherry Point. Morehead City is also home to a growing marine science community with research facilities from the North Carolina State University Marine Sciences and Technology Center, UNC-Chapel Hill Institute of Marine Sciences, and the North Carolina Division of Marine Fisheries and Carteret Community College. In Carteret County, just beyond the limits of the City, the Duke University Marine Laboratory and the NOAA National Marine Fisheries Service have research facilities as well.

Morehead City’s renovated waterfront provides a wide range of fine dining, unique shops, and entertainment and art galleries, earning the City the “Great Main Street” award from the North Carolina Chapter of the American Planning Association. Morehead City serves as the primary retail and service center in Carteret County, an area encompassing a population of over 100,000, having both national brand name shopping and locally owned independent businesses.

The City boasts one of only two deep water seaports in North Carolina, supporting a vibrant international shipping center. The annual Big Rock Blue Marlin Tournament, the largest marlin tournament in the country, draws enormous crowds as well as numerous private and charter boats spanning a period of two weeks. The City also hosts the North Carolina Seafood Festival, the second largest festival in North Carolina honoring the fishing industry and the bounty of seafood the Crystal Coast provides.

The Town of Morehead City is a safe, family-friendly coastal community, which makes it a wonderful place for the next City Manager to live, work, and play! To learn more about City, please visit their website at <https://moreheadcitync.org/>.



THE ORGANIZATION

The Town of Morehead City operates under the Council-Manager form of government. The City Council is composed of the Mayor and five council members. The Mayor is elected for 4-year terms and the five council members are elected at large with staggered 4-year terms. The Mayor and Council appoint the City Manager, City Attorney, and Tax Collector. Morehead City's range of services for the community and the annual influx of visitors to the City include Administration, Fire & EMS, Finance, Human Resources, Planning & Inspections, Police, Public Services, Parks & Recreation, Communications and the Morehead City Library.

The Town of Morehead City serves its citizens with an operating budget of \$30 million, 178 full-time employees, and 73 part-time/seasonal employees.

What Makes Morehead City Unique

- 160D Compliant Unified Development Ordinance
- Certified Water Rescue Team
- Home of the Morehead Marlins, a Coastal Plain Summer Collegiate Baseball League team
- Hosts the annual NC Sports Crystal Coast Grand Prix and Offshore Powerboat Association World Championship Boat Races
- 72 acres of parks and recreation facilities including parks, boat docks, fishing piers, boat ramps, kayak launches, water access beaches, boardwalks, performance stage, and a baseball stadium
- Carteret Health Care – a high-quality hospital located in the City serving Carteret County and beyond



9,688

Population



\$30M

Operating Budget



178

FTEs

THE CITY MANAGER

The City Manager is appointed and responsible for implementing policies, resolutions, and ordinances adopted by the City Council. The City Manager is responsible for preparing the annual budget and the day-to-day administration of all departments, including Fire & EMS, Finance, Human Resources, Planning & Inspections, Police, Public Services, Parks & Recreation, and the Morehead City Library. The City Manager directly oversees the Administration Department, comprised of the City Clerk, Executive Administrative Assistant, and Communications Director.

The City Manager will be responsible to the City Council for the administration and technical direction of the personnel program. Additional responsibilities of the City Manager include:

- Serves as chief administrative officer of the City government, responsible to the council for the effective and efficient management of the City.
- Attends all meetings of the council.
- Recommends to the Council such measures and policies as may be deemed necessary or expedient; makes investigations, studies, and reports concerning City affairs.
- Keeps the council fully advised as to the financial condition of the City and its future financial needs; performs such other financial and fiscal control duties as may be required for the sound fiscal management of the City.
- Prepares and submits a proposed balanced annual budget to the council.
- Sees that all laws and ordinances of the Federal, State & City are enforced.
- Appoints and removes all department heads and other officers and employees of the City except the town attorney and the tax collector.
- The City Manager shall perform such other duties not inconsistent with law as shall be prescribed by the town charter, ordinances, resolutions, or directives of the council and by the provisions of section 160A-148(1) through (8) inclusive of the General Statutes of North Carolina.



LEADERSHIP OPPORTUNITIES

The City Manager will oversee and manage the following city and community Projects:

Morehead City Plan 2032 – A presentation is scheduled in November 2022 to present the plan to improve city services in several areas, including the Updated Land Use Plan.

Sugarloaf Island Stabilization Project – The Town of Morehead City will be in partnership with the North Carolina Coastal Federation and Florida based Sea and Shoreline Aquatic Restoration, LLC.

Sea Level Rise and Tide & Water Intrusion Solutions – The Town of Morehead City secured a \$2.4 million North Carolina Department of Public Safety Emergency Disaster Relief and Mitigation Fund Grant for Stormwater improvements at South 10th Street.

Preparing for New Effluent Copper Testing Requirements – The Town of Morehead City secured a \$6 million ARPA Funds Grand for the North Carolina Department of Environmental Quality to comply with the new effluent copper testing requirements and an additional \$400,000 Water System Mapping Grant in support of this project.

Affordable Housing Solutions – Seeking a \$8.3 million Community Development Block Grant – Neighborhood Revitalization Grant in partnership with the East Carolina Community Development Incorporation to support the affordable housing project identified as Elijah’s Landing.

Community Projects – Includes the NCDOT expansion of Bridges Street Extension, and the NCDOT Interstate 42 project that will open a direct path to Morehead City. There is also an effort currently underway to dredge the Bogue Inlet Channel.



Item #8.

DESIRED CAPABILITIES

The City Manager will be a dynamic, transformative leader whose vision, integrity, and passion for the City will inspire others. A transparent communicator, the City Manager will earn the respect of others and build trusting relationships in the City organization and community.

The City Manager will be accessible, visible, and immersed in the fabric of the community, serving as the face of the City. As an effective ambassador in the community, the City Manager will educate the citizenry on matters of importance that impact the City, and will communicate and promote the great things the City is doing. The City Manager will strive to engage citizens and genuinely listen to all voices.



A quick study with a keen grasp of the issues, the City Manager will help the City Council establish and stay focused on its top priorities and work with the management team to plan and implement those priorities. The City Manager will be a uniter and work through personalities to bridge gaps and build consensus.

The City Manager will anticipate and be responsive to the City Council's goals and objectives; providing the City Council objective analyses of problems that considers organizational resources and capacity as well as fiscal implications and emerging practices and presenting creative options and recommendations to support City Council's policymaking.

The City Manager will trust, delegate to, and communicate well with the department heads, providing broad policy and general guidance and direction, and removing obstacles that impede their ability to advance the City's strategic vision. The City Manager will be the bridge that connects the Mayor and Council and department heads. As the City Council's primary contact, the City Manager will receive Council requests for information and channel them to the Department Heads.

The City Manager will understand the importance of establishing a respectful organizational culture that values employee engagement, collaboration, and accountability and is receptive to new ideas and different perspectives. The City Manager will share the City Council's vision with staff and gain buy-in and support to accomplish that vision. The City Manager will actively seek input from staff and incorporate their ideas while recognizing and giving credit to City staff accomplishments.

The City Manager will possess the ability to stand firm in the commitment of their position, finding a way to move forward with outcomes for the greater good of all. The City Manager understands the value of conflict and does not avoid it, but rather sees conflict as an opportunity for innovation and growth. The City Manager will not act in isolation nor make impactful decisions in an isolated bubble or filtered bubble.

The City Manager will have a firm grasp of North Carolina local and state laws related to zoning, code enforcement, budget and procurement, water and sewer systems; and strong knowledge and experience with stormwater mitigation. The City Manager will be technically and financially competent, savvy with intergovernmental relations, and familiar with human resources, debt management, affordable housing challenges, capital project planning, emergency management, and public safety operations. The City Manager

Item #8. visionary who can expand economic development in a manner to diversify outside of tourism to
viable.

EDUCATION AND EXPERIENCE

A bachelor's degree from an accredited college or university in Business Administration, Public Administration, or a closely related field, and a minimum of seven years professional experience, five of which shall be at the department director, assistant city manager, deputy city manager, or similar level of leadership responsibilities are required. A master's degree, and candidates that have achieved International City Manager Association Credentialed Manager (ICMA-CM) are highly desired. Any equivalent combination of education and experience that provides the required knowledge and skills will be considered.



COMPENSATION AND BENEFITS

The Town of Morehead City offers a competitive salary of \$125,136 - \$195,213, depending on the hired candidate's qualifications and experience. The City provides a competitive benefits package including, but not limited to:

- Medical, dental, vision, life, short-term disability insurance (City-paid employee coverage)
- Health Savings Accounts/Flexible Spending Accounts
- Optional voluntary insurance
- Participation in the North Carolina Local Government Employees' Retirement System
- Participation in the NC 401K Plan – 5% City contribution
- Vacation, sick, holiday, paid-parental, bereavement leave
- Tuition reimbursement program

Residency is required for the next City Manager. The City will offer a relocation allowance to the successful candidate.



APPLICATION AND SELECTION PROCESS

The City invites qualified professionals to submit their cover letter and resume at:

[GovernmentJobs.com/Careers/Bakertilly](https://www.governmentjobs.com/careers/bakertilly)

This position is open until filled; however, interested applicants are strongly encouraged to apply no later than **November 18, 2022**. Following this date, the lead consultant will evaluate all applications against the posted qualifications and may invite a select number of applicants to complete additional assignments or participate in a virtual or in-person interviews. The City will reimburse candidates for expenses related to the second round in-person interviews. This announcement will remain posted, and we will continue to accept applications until an offer is extended and accepted. For more information, please contact:

Anne Lewis

Anne.Lewis@Bakertilly.com

(703) 923 8214

Yolanda Howze

Yolanda.Howze@Bakertilly.com

(312) 240 3401

For more information about the Town of Morehead City, visit <https://moreheadcitync.org/>

It is the policy of the Town of Morehead City to avoid discrimination and promote equal employment opportunities without regard to age, color, disability, national origin, political affiliation, race, religion, gender, marital status, sexual orientation, or veteran status.



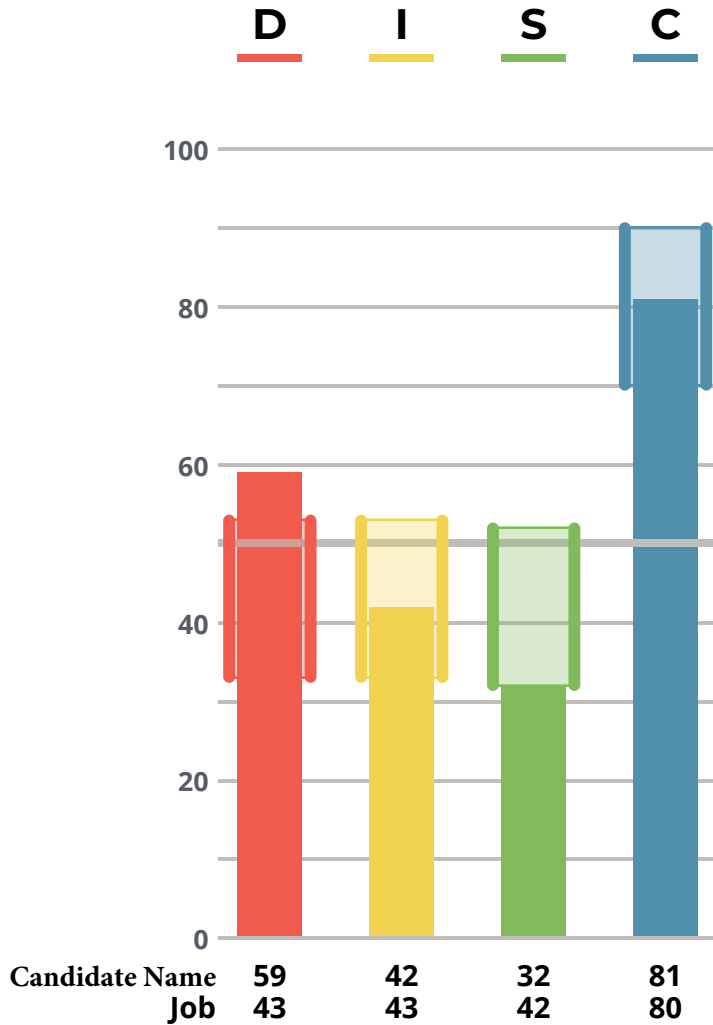
Appendix C: Sample TTI report


Workplace Behaviors®



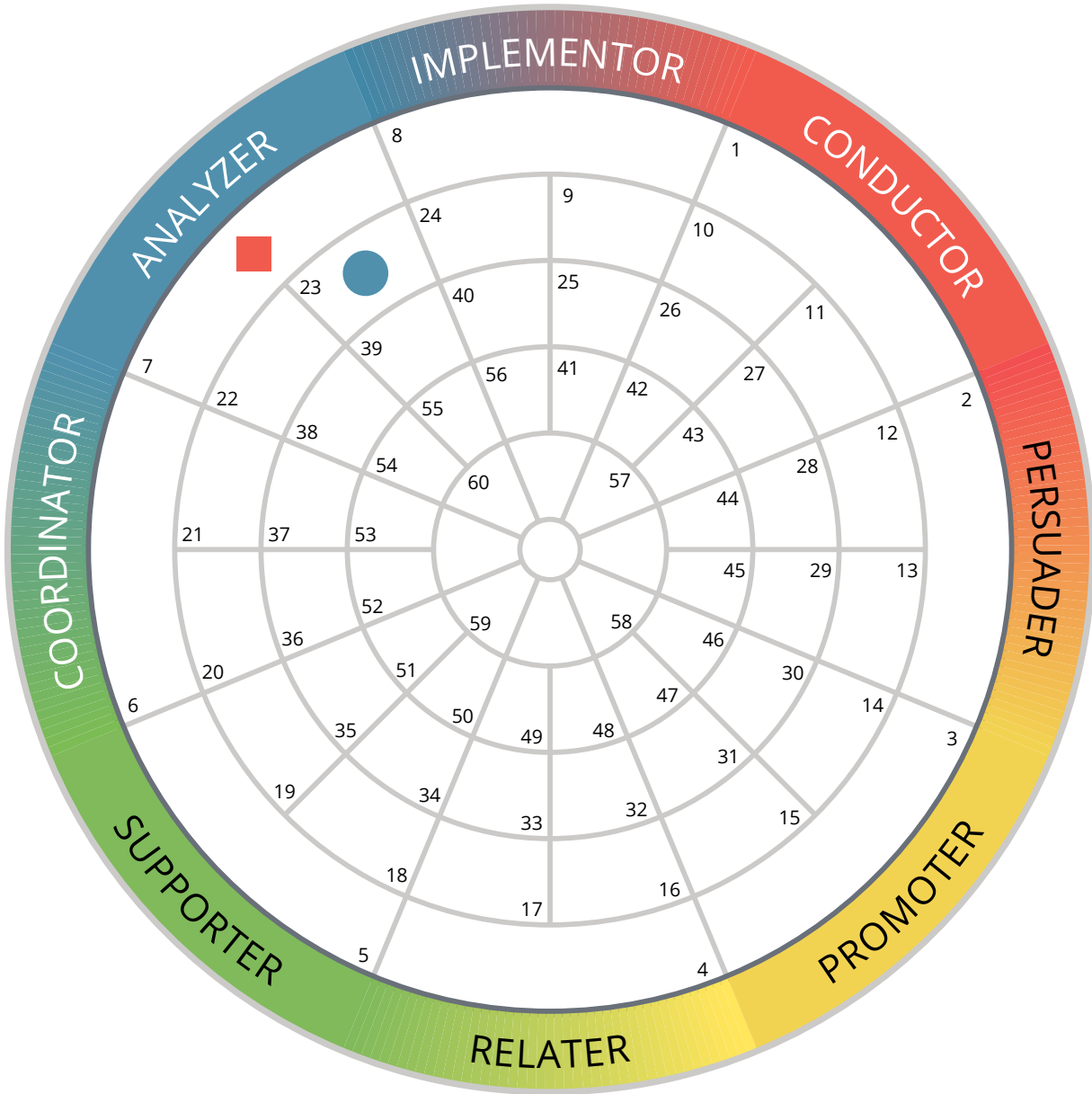
Candidate Name

The following graph is designed as a visual comparison between the position and the applicant for each behavioral factor. The highlighted area denotes the position-related score for each behavioral factor. The applicant's score is denoted by the darker red, yellow, green and blue line. The closer the applicant's score aligns to the position's score, the better the applicant will perform in the position with respect to behavior.



 Job Range (20 point range)

The Success Insights® Wheel














- Job - (7) ANALYZER
- Candidate Name - (23) IMPLEMENTING ANALYZER





Comparison Analysis






For Consulting And Coaching



Job Competencies Hierarchy	Zone Range	Person
1. Time and Priority Management	79 — 100	62 
2. Self Starting	87 — 100	61 
3. Decision Making	94 — 100	88 
4. Personal Accountability	85 — 100	58 
5. Diplomacy	72 — 100	66 
6. Teamwork	74 — 100	67 
7. Project Management	82 — 100	69 

Primary Driving Forces Cluster	Zone Range	Person
1. Collaborative	58 — 100	46 
2. Harmonious	36 — 58	24 
3. Altruistic	35 — 59	21 
4. Structured	36 — 58	46 

Job Behavioral Hierarchy	Zone Range	Person
1. Organized Workplace	81 — 100	85 
2. Analysis	54 — 80	80 
3. Persistence	62 — 80	65 
4. Following Policy	61 — 80	70 

 Exact match
  Fair compatibility
 Good compatibility
  Poor compatibility
  Over-focused

Appendix D: Engagement team member resumes

MANAGING DIRECTOR

Anne Lewis

Anne Lewis leads Baker Tilly's public sector executive recruitment team and brings nearly 20 years of local management experience.



Baker Tilly US, LLP

8219 Leesburg Pike
Suite 800
Tysons, VA 22182
United States

T: +1 (703) 923 8214
anne.lewis@bakertilly.com

bakertilly.com

Education

Master of Science in organizational leadership and public administration
Bachelor of Science in business administration and management
Shenandoah University
(Winchester, Virginia)

Prior to joining Baker Tilly, Anne served as an assistant county administrator for a Virginia county, a deputy city manager and an assistant city manager for two Virginia cities. With more than 17 years of experience in local government, including positions as an emergency management deputy director, public information officer, human resources manager, parking authority executive director, housing director, transit director and convention and visitors bureau executive director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs.

Industry involvement

- International City/County Management Association, credentialed manager (ICMA)
 - Task force on recruitment guidelines handbook
 - Task force on women in the profession
 - Task force on internship guidelines
- Government Finance Officers Association (GFOA)
- Virginia Local Government Management Association (VLGMA), former member of executive board
- Virginia Women Leading Government
- National Public Employer Labor Relations Association (NPELRA)

Community involvement

- Shenandoah University Alumni Association, executive committee
- Shenandoah Apple Blossom Festival®, board of directors

Continuing professional education

- Graduate Certificate in Public Management
- Senior Executive Institute and LEAD graduate, The Weldon Cooper Center, University of Virginia

DIRECTOR

Art Davis

Art Davis, a director with Baker Tilly, has pursued his passion for improving local government and creating great communities for over 30 years.



Baker Tilly US, LLP

5440 W 110th St
Suite 300
Overland Park, KS 66211
United States

T: +1 (816) 912 2036
art.davis@bakertilly.com

bakertilly.com

Education

Bachelor of Arts in political science
and public administration
William Jewell College
(Liberty, Missouri)

Master of Public Administration
University of Kansas
(Lawrence, Kansas)

Art specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits.

Specific experience

- Successfully launched and expanded his own local government consulting firm over the course of 10 years
- More than 18 years of experience in executive recruitment
- Community leadership program facilitation
- Leadership and management development
- Strategic goal setting and strategic planning facilitation
- Organizational assessment, design and development
- Organization and community facilitation
- Served more than six years as associate director for the Civic Council of Greater Kansas City, a nonprofit, 501c4 membership organization comprised of CEOs representing some of the largest companies in the region
- Coordinated and organized a strategic and master planning process (and an update of the plan after four years) focused on re-developing downtown Kansas City, involving hundreds of stakeholders
- Served nearly six years as city administrator for Lee's Summit, Missouri and in other local government positions in Kansas
- Served as assistant to the Mayor of Dallas, Texas
- Led and participated in a wide variety of community initiatives; served on a major hospital board for 13 years and on other not-for-profit boards
- Presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration

Industry involvement

- International City/County Management (ICMA), member since 1984

DIRECTOR

Patricia Heminover

Patty Heminover, a director with Baker Tilly, has more than 20 years of experience in local government.



Baker Tilly US, LLP

30 E Seventh St
Suite 3025
St. Paul, MN 55101
United States

T: +1 (651) 223 3058
patty.heminover@bakertilly.com

bakertilly.com

Education

Bachelor of Science, consumer science, business administration
Minnesota State University – Mankato

Mini MBA program, human resources management
University of Saint Thomas (Saint Paul, Minnesota)

Master of Education, administration
Minnesota State University – Mankato

Patty has been with the firm since 2010. Before joining Baker Tilly, she was a superintendent, assistant superintendent, director of human resources and director of finance. She brings considerable experience identifying management talent, leading organizational and process improvements, and developing and administering budgets.

Specific experience

- Executive Recruitment, employee development, benefits administration, strategic planning, performance management, market compensation studies, workforce planning, recognition programs and process improvement
- Experience identifying management talent, leading organization and process improvements, and developing and administering budgets
- Understanding of human resources and finance
- Experience working with governing boards
- Served as superintendent, co-superintendent of schools, director of human resources and finance, and director of human resources and business services for two Minnesota school districts
- Facilitated discussions with legislators at the state level regarding education funding, securing new funding for a Minnesota school district

Industry involvement

- Minnesota Association of School Administrators (MASA)
- American Association of School Administrators (AASA)
- Minnesota Association of School Business Officials (MASBO)
- River Heights Chamber of Commerce, member
- State Negotiators Association, Minnesota School Board Association
- Patty has received a School Finance Award, technology leadership awards and helped establish the first K-12 International Baccalaureate School District in Minnesota

Continuing professional education

- Human Resource Certificate, University of St. Thomas
- Superintendents Licensure, State of Minnesota

DIRECTOR

Yolanda Howze, M.P.A., IPMA-SCP, SPHR, SHRM-SCP

Yolanda Howze, a director with Baker Tilly, brings more than 25 years of public sector experience, including 20 years as a multifaceted and competent human resources leader.



Baker Tilly US, LLP

205 N Michigan Ave
28th Floor
Chicago, IL 60601-5927
United States

T: +1 (312) 240 3401
yolanda.howze@bakertilly.com

bakertilly.com

Education

Dual Bachelor of Arts in psychology and organizational leadership
Maryville University
(St. Louis, Missouri)

Master of Arts in public administration and policy analysis
Southern Illinois University
Edwardsville (SIUE)

Yolanda is a well-regarded, award-winning human resources professional with more than 20 years of public sector human resources experience, primarily in municipal government.

Having worked in the public sector for more than 25 years, Yolanda is passionate about her craft and being of service to others, which, in addition to her employment experience, she has demonstrated through professional conference presentations/speaking events and serving on local and regional boards and committees including IPMA-HR, as well as other community involvement.

Specific experience

- Human capital professional and administrator executive
- Executive recruitment, total rewards and classification administration, performance management, project management, HRIS and process improvement, change management, labor relations, emergency management and disaster recovery, training and organizational development and safety and risk management

Industry involvement

- International Public Management Association - Human Resources (IPMA-HR)
- Society for Human Resource Management (SHRM)
- Texas Municipal Human Resources Association (TMHRA)
- IPMA-HR Texas Chapter, (former) Conference Program Committee
- IPMA-HR Central Region, (former) vice president ('10)
- IPMA-HR Central Region, (former) former Secretary-treasurer ('09-'10)
- IPMA-HR Greater St. Louis Chapter, (former) president

Continuing professional education

- International Public Management Association-Human Resources (IPMA-HR)
- IPMA-HR Greater St. Louis Chapter
- Human Resources Certification Institute (HRCI)
- Society for Human Resources (SHRM) certified **professional**

DIRECTOR

Edward G. Williams, Ph.D.

Edward Williams brings character, competence and expertise to every project.



Baker Tilly US, LLP

2500 Dallas Parkway
Suite 300
Plano, TX 75093
United States

T: +1 (214) 842 6478

edward.williams@bakertilly.com

bakertilly.com

Education

Bachelor of Arts, Education
University of Missouri
(Kansas City, Missouri)

Master of Higher Education
Administration
University of Missouri
(Kansas City, Missouri)

Ph.D., Educational Leadership
and Policy Analysis
University of Missouri
(Kansas City, Missouri)

Languages

English
Spanish

Edward has more than 20 years of collective experience in human resources and organizational development at various levels and across multiple disciplines, including state and local government, community and educational institutions.

Specific experience

- Human resources executive (municipal and state government)
- Executive recruitment, employee development, benefits administration, strategic planning, Performance management, market compensation studies, workforce planning, recognition programs and process improvement

Industry involvement

- Society for Human Resources (SHRM)
- Institute for Management Studies (IMS), advisory board
- Texas Municipal Human Resources Administration (TMHRA)

Community involvement

- Ft. Bend Habitat for Humanity, president, vice-president, secretary and member, board of (2014-2019)
- AAU basketball coach – middle school boys

Continuing professional education

- Institute for Management Studies - Houston
- International Personnel Management Association

SENIOR RECRUITMENT ANALYST

Karen Edwards, SHRM-CP

Karen Edwards, a senior recruitment analyst with Baker Tilly, has been with the firm since 2021.



Baker Tilly US, LLP

8626 N Himes Ave
Tampa, FL 33614
United States

T: +1 (813) 915-5616

karen.edwards@bakertilly.com

bakertilly.com

Education

Bachelor of Science in business
administration - human resource
management
Western Governors University

Karen is a senior recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include assisting in the coordination of executive recruitments. Karen manages outreach, generates reports, conducts detailed background checks and analyzes data to ensure the success of all engagements.

Specific experience

- More than 30 years of experience in human resources, administrative positions and customer service
- Proficient in analyzing data, creating and implementing standard operating procedures and preparing presentations and reports
- Adept at identifying inefficiencies to enhance organizational performance and streamlining office operations
- History of success adapting in dynamic environments to effectively manage multiple projects simultaneously

Continuing professional education

- Society for Human Resources (SHRM) certified professional

MANAGER

Michelle Lopez

Michelle Lopez, a manager at Baker Tilly, has been with the firm since 2017.



Baker Tilly US, LLP

30 E Seventh St
Suite 3025
St. Paul, MN 55101
United States

T: +1 (651) 223 3061
michelle.lopez@bakertilly.com

bakertilly.com

Education

Associate in Arts, liberal arts
Minneapolis Community College
(Minneapolis, Minnesota)

Bachelor of Science, project
management (in progress)
Colorado State University – Global
Campus

Michelle assists in the organizational management of the executive recruitment process. Her primary focus is to ensure that the recruitment process runs smoothly from start to finish by collaborating closely with internal team members, clients and candidates. Michelle is responsible for coordinating the recruitment process workflow, establishing timelines and monitoring progress. She is also responsible for managing communication channels, ensuring that everyone involved is informed of critical developments and updates.

Specific experience

- More than ten years of administrative support experience for multiple departments, including human resources and marketing
- Four years of experience in information technology help desk and support
- Survey and data reporting
- Reference checks for potential candidates
- Interview coordination and scheduling
- Recruitment marketing research and organization

RECRUITMENT ANALYST

Diane Segulia

Diane Segulia, a recruitment analyst at Baker Tilly, has been with the firm since 2015.



Baker Tilly US, LLP

30 E Seventh St
Suite 3025
St. Paul, MN 55101
United States

T: +1 (651) 223 3094
diane.segulia@bakertilly.com

bakertilly.com

Education

University of Minnesota – partial credits (Minneapolis, Minnesota)

Diane is a recruitment analyst with Baker Tilly's executive recruitment practice group. Her responsibilities include conducting research for the consultants, completing background checks, coordinating information and resources and collaborating with candidates and clients through all phases of an executive recruitment.

Specific experience

- More than ten years of administrative support experience in public sector and private sector organizations
- Compiling and organizing candidate materials
- Coordinating with candidates throughout the recruitment process
- Conducting reference checks for potential candidates
- Coordinating and scheduling interviews
- Recruitment marketing research and organization

RECRUITMENT ANALYST

Carrie Thompson

Carrie Thompson, a recruitment analyst with Baker Tilly, has been with the firm since 2021.



Baker Tilly US, LLP

8219 Leesburg Pike
Suite 800
Tysons, VA 22182
United States

T: +1 (703) 923 8040

carrie.thompson@bakertilly.com

bakertilly.com

Education

Bachelor of Arts in communication
with a concentration in media
production and criticism
George Mason University

Carrie facilitates smooth sailing during the recruitment process. She runs reports, coordinates outreach and organizes essential documents. Along with her work behind the scenes, she collaborates with clients and candidates to help them on their journey to success.

Specific experience

- More than 15 years of customer service experience for multiple industries
- More than four years of experience in recruiting coordination, including interview scheduling and candidate communication
- Expertise in marketing and position advertising via LinkedIn
- Reference and extensive background checks for potential candidates

Community involvement

- Mission trip volunteer with Herndon United Methodist Church

File Attachments for Item:

9. Chatham Emergency MAA - Tybee Island 01/29/2024

**TYBEE ISLAND FIRE DEPARTMENT AND CHATHAM EMERGENCY SERVICES
MUTUAL AID AGREEMENT**

This AGREEMENT, made as of ____ day of _____, 20____, by and between **TYBEE ISLAND**, a municipal corporation of the State of Georgia, acting by and through its duly elected city council (hereinafter "TYBEE") and Southside Communities Fire Protection, Inc. d.b.a. **CHATHAM EMERGENCY SERVICES**, GEORGIA, a private nonprofit community service organization in the State of Georgia, acting by and through its duly elected Board of Directors (hereinafter "CHATHAM").

WITNESSETH:

WHEREAS, Tybee and Chatham each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance; and

WHEREAS, Tybee and Chatham have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other in the event of a fire or other local emergency, and to take part in joint training exercises, and

WHEREAS, it is the desire of the signatories hereto to enter into this Agreement for mutual aid pursuant to the Georgia Mutual Aid Act, O.C.G.A. Section 36-69-1, et seq. and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

1. MUTUAL AID.

- (a) The generally available level of mutual aid shall be as agreed upon by the Tybee Fire Chief and the Chatham Fire Chief as described in Exhibit A which is attached hereto and incorporated for reference. The party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of an emergency based on the available personnel and equipment and local conditions at the time of the emergency.
- (b) Aid actually furnished may be recalled at the discretion of the Fire Chief or designee of the furnishing jurisdiction.
- (c) The parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs of each jurisdiction.

2. SUPERVISION.

- (a) The Parties shall utilize the National Incident Management Systems (NIMS) Incident Command System ("ICS"), which shall direct the handling of all incidents. The furnishing and receiving jurisdictions shall each designate and dispatch a Chief Officer.

That Chief Officer shall coordinate resources of the furnishing jurisdiction and shall report to the Chief Officer of the receiving jurisdiction.

- (b) When the furnishing jurisdiction's Chief Officer arrives before the Chief Officer of the receiving jurisdiction, that officer shall coordinate and give general directions as to the work to be done.

This officer will be in command until properly relieved by the Chief Officer of the jurisdiction receiving aid.

- (c) Personnel from the furnishing jurisdiction will work under their own supervisors and with their own equipment except as provided in Paragraph 1(a) above.
- (d) The appropriate officers of the receiving jurisdiction will give direction regarding work to the Chief Officer of the furnishing jurisdiction except as provided in Paragraph 2(a) above.
- (e) Each jurisdiction agrees that it will be responsible to provide any backup coverage necessary for its own department.
- (f) The receiving jurisdiction will be responsible for providing gasoline, diesel fuel, oil and other materials as needed for use of equipment at the scene of the emergency or in the alternative, the furnishing department may submit receipts for such materials after the emergency for reimbursement. If the furnishing department submits receipts, payment shall be made within 45 days of the receipt's submission to the receiving jurisdiction.

3. LIABILITY.

- (a) The provisions of this Agreement shall not be construed as creating a duty or any liability on the part of either Party to this Agreement to respond to an emergency within the other jurisdiction. The Fire Chief furnishing aid shall have the sole discretion to determine if such aid shall be furnished to the other jurisdiction.
- (b) There shall be no liability imposed on any party or its personnel for failure to respond to fire or rescue calls pursuant to this Agreement.
- (c) No employee of a party shall be deemed to be an employee or agent of the other party because of any action or incident arising pursuant to this Agreement.
- (d) All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus.
- (e) Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while providing services pursuant to this Agreement shall be the sole responsibility of the employee's jurisdiction.

4. CONSIDERATION AND COMPENSATION.

- (a) No party is required to pay any compensation to the other party for services rendered pursuant to this agreement.

- (b) The mutual advantage and protection afforded by this Agreement is adequate consideration to both Parties.
- (c) Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.
- (d) Each party shall pay its own costs without cost to the other party except as provided in Paragraph 2(f) of this Agreement.

5. RELEASE OF CLAIMS.

Each party agrees to release the other party from any and all liability, claims, judgments, costs, or demands for damage to its own property or for personal injury to any personnel, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant to this Agreement.

6. THIRD-PARTY BENEFICIARIES.

This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit to any third-party or parties, and no third-parties shall have any right of action hereunder for any cause whatsoever.

7. TERM OF AGREEMENT.

- (a) Unless otherwise extended or shortened in writing by all parties, this Agreement shall be for twelve months. After the initial term, this agreement may be automatically renewed four times with each renewal being twelve months each. A party wishing to not have the term automatically renew must give notice sixty (60) days prior to the termination of the existing term.
- (b) Nothing in this Article shall preclude termination pursuant to Article 11.

8. STANDBY OF EQUIPMENT - MUTUAL AID.

- (a) Each party agrees and acknowledges that it will be the responsibility of each party to provide the back-up coverage necessary for its own department.
- (b) In the event that a receiving jurisdiction has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving jurisdiction may request aid to cover vacant areas by locating personnel or equipment of the furnishing jurisdiction in the receiving jurisdiction in accordance with Section 1(a).

9. ENTIRE AGREEMENT.

- (a) This Agreement shall constitute the entire Agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written Agreement.
- (b) This Agreement shall be the sole instrument for the provision of emergency fire and rescue service mutual aid between the Parties.

10. TERMINATION.

Either party to this Agreement may terminate the Agreement by giving not less than sixty (60) days written notice to the other party.

11. SEVERABILITY OF TERMS.

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

12. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of Georgia.

13. CONSTRUCTION.

Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under a mutual aid agreement as specifically provided by the Georgia Mutual Aid Act.

IN WITNESS WHERE OF, the duly authorized representatives of the respective parties hereto have caused the Agreement to be executed on this _____ day of _____ 20_____.

For Chatham Emergency Services;

Signature Date _____

Conrad T. Kearns, CEO

Notary Public (Signature)

Sworn to and subscribed before me this _____ day of _____ 20_____
(SEAL)

For City of Tybee Island;

Signature Date _____

Mayor

Notary Public (Signature)

Sworn to and subscribed before me this _____ day of _____ 20_____
(SEAL)

Exhibit A: General Resources Available

Engine

Truck

Water Tender

Chief Officer

File Attachments for Item:

10. Jaycee Parks Sports Lighting



City of Tybee Island

Memorandum

To: City of Tybee Island City Council Members
From: Pete Gulbranson, City Engineer/Director of Infrastructure
Date: February 14, 2024
Re: Proposed Jay Cee Park Sports Field Lighting

Background

As part of the Jay Cee Park grading project an existing pole is scheduled to be relocated outside the new soccer field. When the request was sent to Georgia Power to relocate this pole they stated that they were in the process of replacing the sports lighting at Jay Cee Park due to the conditions of the existing poles. The existing light poles sustained damaged during hurricanes Matthew and Irma and are leaning.

Currently there are eight (8) 60 to 65 foot high wood poles with a total of thirty seven (37) light fixtures lighting the sports field at Jay Cee Park. Georgia Power is proposing to replace all of the existing poles with four (4) new 70 foot aluminum poles and thirty six (36) light fixtures with LED lighting for a cost of \$230,000, see attached proposal. This cost is for the purchase of the poles, installation of new wiring and poles, and all future maintenance of the poles and light fixtures.

Approximately eighteen (18) months ago the City replaced the old halogen light fixtures with new LED lights because the old lights kept blowing the breaker. At this time the City thought Georgia Power owned the existing wood poles but the city was responsible for the maintenance of the lights. During the early stages of construction when Georgia Power was notified about the relocation of the one (1) pole it was determined by the new Georgia Power Account Executive in the Lighting and Smart Services Business Unit, the Georgia Power not only owned the poles but also the light fixtures and have requested the City to remove their lights from the existing poles.

Upon receiving this new, I brought up the proposal of the installation of the new lights at Jay Cee Park at the City Council Workshop on Wednesday February 7, 2024. During that meeting I was requested to gather additional information regarding the proposed lighting.

Overview

I requested information from Georgia Power and they are attached:

- The sports lighting proposal showing the total cost.
- The existing photometric layout showing Foot Candles 3 feet above the ground.
- The proposed photometric layout showing Foot Candles 3 feet above the ground.
- The existing light spillage layout 100 feet in the air for light pollution.
- The proposed light spillage layout 100 feet in the air for light pollution.

The following is a breakdown of the existing and proposed photometric and light spillage layouts:
Existing Lighting Layout:

Average Foot Candle ranging from 21.85 to 28.52 at 3 feet above ground

Maximum Foot Candle ranging from 37.1 to 45.2 at 3 feet above ground

Average light spill off at 100 feet in the air is 1.04 Foot Candles

Maximum light spill off at 100 feet in the air is 2.4 Foot Candles

Proposed Lighting Layout:

Average Foot Candle ranging from 27.86 to 30.31 at 3 feet above ground

Maximum Foot Candle ranging from 47.0 to 47.9 at 3 feet above ground

Average light spill off at 100 feet in the air is 0.48 Foot Candles

Maximum light spill off at 100 feet in the air is 1.80 Foot Candles

As you can see, the average Foot Candles slightly increase at 3 feet above the ground with the new proposed lighting layout, but the light spillage at 100 feet in the air slightly decreases, which will create less light pollution.

These lights will only be operated during night time sporting events and will not be on throughout the night.

Summary

Georgia Power is planning on moving forward with the upgrades to the sports lighting at Jay Cee Park and it would be prudent to do the upgrade at this time, so we will not impact or possibly damage the new turn on the sports field. The city is also concerned that the existing wiring to the poles will get damaged during the installation of the shallow well irrigation system since they currently run through the outfield area of the softball diamond and would need to be repaired creating additional costs to the contract. In my conversations with Georgia Power, the poles are in stock and could be installed prior to the installation of the new grass.

In the approved FY2024 budget, \$700,000 was budgeted out of the SPLOST account 323-4210-54-1300, for the re-grading of Jay Cee Park. The bid came in at \$564,122 leaving a surplus of \$134,878. The Tybrisa Street electrical upgrades had \$300,000 budgeted, but with the additional outlets on the new decorative lights that were just installed on Tybrisa Street and Strand Avenue, but scope of the project changed and the work will be completed for approximately \$50,000, which leaves a surplus of \$250,000 from the capital improvement account number 350-4210-54-1200. I would propose to purchase the new sports lights for Jay Cee Park through a combination of these two surplus budgeted accounts.

Recommended Next Steps:

Do the small time window to get the proposed sod installed and established before the heat of the summer I would recommend the signing of the lighting proposal from Georgia Power in the amount of \$230,000, which would allow the installation of the proposed lights prior to the installation of the new sod.

Lighting Services Agreement



Project # LP90717

Customer Legal Name CITY OF TYBEE ISLAND DBA _____

Service Address 31 VAN HORN TYBEE ISLAND GA 31328 County Chatham - GA

Mailing Address P O BOX 2749 TYBEE ISLAND GA 31328

Email peter.gulbronson@cityoftybee.gov Tel # 920-376-0413 Alt Tel # _____

Tax ID# 0661 Business Description Sportslighting

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? 88870-16022

Selected Components

Action	Qty	Wattage	Type	Description
INS	36	700	LED	Sports Lighting

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)
\$1,900.08	\$0.00	\$1,900.08	1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes N/A

Type	Customer	Tariff	Content
NEC	Gov	EOL	N/A

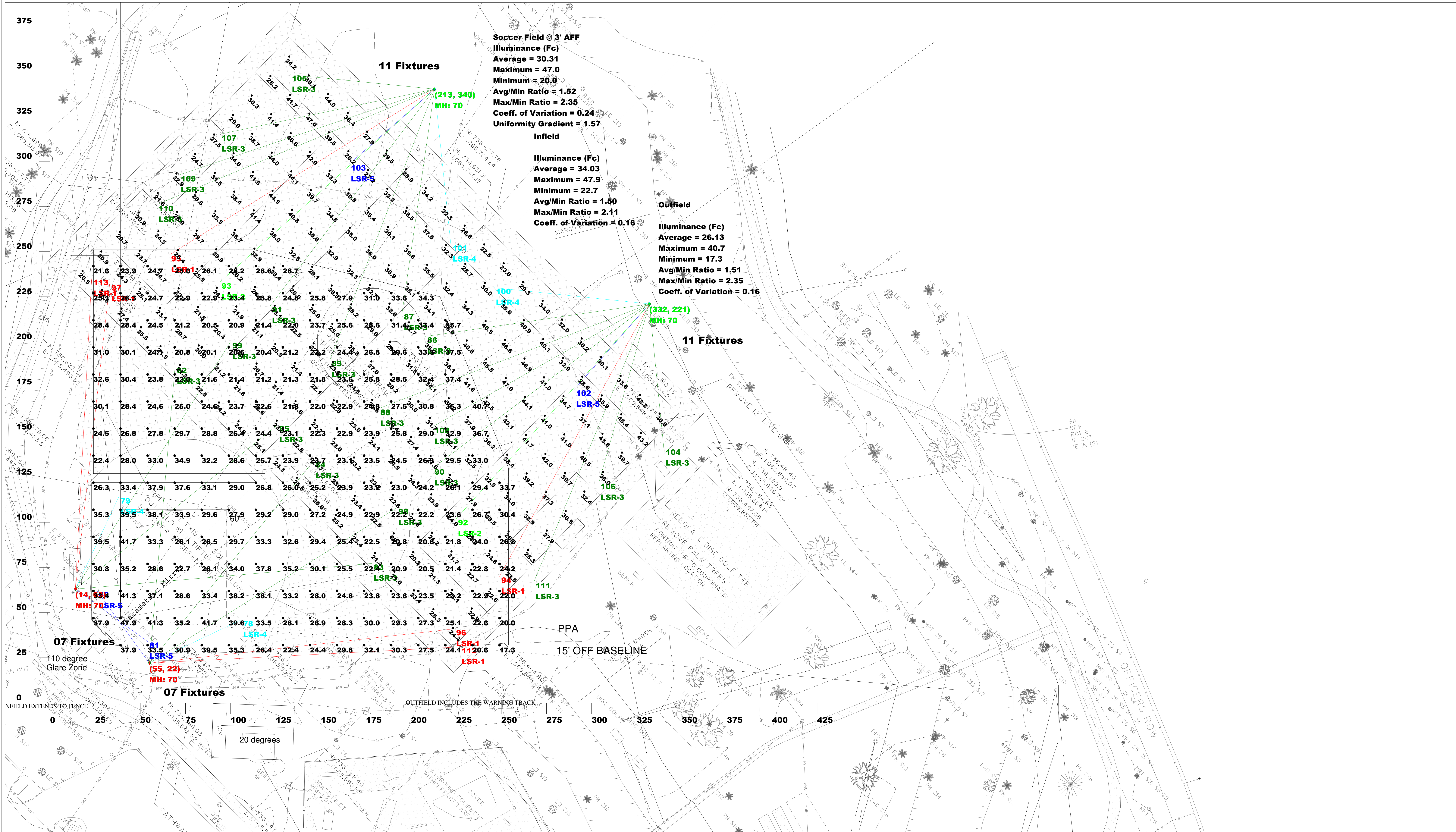
Pre-Payment (\$)
\$230,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Tammy Moore
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Lease*)

1. **Agreement Scope.** This Lighting Services and Lease Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**Equipment**”) for any reason related to the Service or to use of Equipment.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s lease of Equipment and provision of the Service to Customer and is not a sale or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all Equipment. Customer acknowledges that Equipment, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove Equipment upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the Equipment, including the right to access the Premises with vehicles, Equipment, or other tools, and to survey, dig, or excavate, in order to: (i) install and connect Equipment, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove Equipment; (iii) install additional equipment or devices on Equipment; or (iv) conduct any other activity reasonably related to the Service or Equipment (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service, to install the Equipment, and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service may require installation of Equipment. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of Equipment (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to Equipment requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **Equipment Protection and Damage.** Throughout the Term, in the event of any work or digging near Equipment, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to Equipment caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any Equipment. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any Equipment. If Customer desires to attach or affix anything to Equipment, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Maintenance.** During the Term and subject to the other terms and conditions in this Agreement, GPC will maintain Equipment and will bear the cost of routine maintenance for all GPC-installed components. Any non-routine maintenance can be done at Customer’s written request and will be billed to Customer at then-current GPC rates. Customer must notify GPC of any need for Equipment repair by contacting in writing GPC as provided in Section 9 above. If the Equipment damage was caused by Customer or a third party, Customer will reimburse GPC for the repair or replacement cost.
11. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, Equipment, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of Equipment, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with loss or interruption of the Service, Equipment, or this Agreement, or arising from damage, hindrance, or delay involving the Service, Equipment, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
12. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
13. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
14. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any Equipment from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount or any amount due for the Service during the remaining Term.
15. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, Equipment, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Disclaimer: We make no representation as to the completeness, accuracy or source because of reasons inherent to CAD and the additional digital data used to produce a lighting application. The end user of the data takes full responsibility for the accuracy and completeness of all measurements, data, inventories or other data entered from this, with the use of a computer, or other measuring instruments either manual or digital in nature. This information is provided as an advisory service only and is not intended to be used as a legal document. The user of this information is advised that the user of this information is not a professional engineer or architect and that the user of this information is not a professional lighting designer. The user of this information is advised that the user of this information is not a professional lighting designer. The user of this information is advised that the user of this information is not a professional lighting designer. The user of this information is advised that the user of this information is not a professional lighting designer.

Recommended Illuminance Criteria - Outdoor Sport and Recreation

Symbol	Qty	Label	Arrangement	LLF	Description	Luminaire Watts	Luminaire Lumens	Total Watts
	6	LSR-1	Single	0.920	EPH-08-680R-57-70-1S-HEG-S	724.6	98891	4347.6
	2	LSR-2	Single	0.920	EPH-08-680R-57-70-2S-HEG-S	703.6	105744	1407.2
	20	LSR-3	Single	0.920	EPH-08-680R-57-70-3S-HEG-S	697.5	107852	13950
	4	LSR-4	Single	0.920	EPH-08-680R-57-70-4S-HEG-S	697.5	108978	2790
	4	LSR-5	Single	0.920	EPH-08-680R-57-70-5S-HEG-S	697.5	109206	2790

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Soccer Field @ 3' AFF	Illuminance	Fc	30.31	47.0	20.0	1.52	2.35
Softball Field @ 3' AFF	Illuminance	Fc	27.86	47.9	17.3	1.61	2.77
Infield	Illuminance	Fc	34.03	47.9	22.7	1.50	2.11
Outfield	Illuminance	Fc	26.13	40.7	17.3	1.51	2.35

SPORTS	Lighted Area	Class of Play											
		I - over 5000 spectators			II - under 5000 spectators			III - some spectators			IV - no spectators		
		Horiz. FC	Max /Min	CV Max	Horiz. FC	Max /Min	CV Max	Horiz. FC	Max /Min	CV Max	Horiz. FC	Max /Min	CV Max
Baseball & Softball	Infield	150	1.3:1	0.07	100	1.5:1	0.10	50	2:1	0.17	30	2.5:1	0.21
	Outfield	100	1.7:1	0.13	75	2:1	0.17	30	2.5:1	0.21	20	3:1	0.25
Football		100	1.7:1	0.13	50	2:1	0.17	30	2.5:1	0.21	20	3:1	0.25
Rodeo		100	1.7:1	0.17	75	2:1	0.17	50	2.5:1	0.21	30	3:1	0.25
Soccer		75	1.7:1	0.13	50	2:1	0.17	30	2.5:1	0.21	20	3:1	0.25
Tennis		150 Avg	1.5:1	0.10	75 Avg	1.7:1	0.13	50 Avg	2:1	0.17	30 Avg	2.5:1	0.21
Track Field					30	3:1	0.25	30	4:1	0.30	20	4:1	0.30
					50		0.21	30		0.30	20		0.30
Volleyball & Basketball								30	3:1	0.25	20	4:1	0.30

FC level recommendations based on RP-6-20 Table A-2 Outdoor Sports and Recreation Areas
Horizontal levels are taken at the height of the Visual Task or Task Surface

Project No: SJ01924A1.AGI
 Drawn By: JR
 Date: 1/17/2024
 Scale: 1" = XX'
 Project: Jaycee Park & Field Improvements
 Customer: Andy McLeod
 SouthCon
 Page 1 of 1



Disclaimer: We make no representation as to the completeness, currency or accuracy because of reasons, inherent to CAD and the additional digital data used to produce a lighting application. The end user of this data takes full responsibility for the accuracy and completeness of all measurements, area, elevations or other data entered from this, with the use of a computer, or other measuring instruments or other means of digital or physical data. This information analysis is an analysis of the data provided and does not constitute a guarantee of accuracy. The analysis is a mathematical model and can be used as a guide to assist in the design of a lighting system. It is not a substitute for a lighting design and should not be used to make decisions on lighting application without the assistance of a professional lighting designer. The presence of objects (e.g. outdoor walls, foliage, etc.) will decrease light levels and may cause shadows. Lighting application drawings are being provided to the recipient of this document.

Symbol	Qty	Label	Arrangement	LLF	Description	Luminaire Watts	Luminaire Lumens	Total Watts
	6	LSR-1	Single	0.920	EPH-08-680R-57-70-1S-HEG-S	724.6	98891	4347.6
	2	LSR-2	Single	0.920	EPH-08-680R-57-70-2S-HEG-S	703.6	105744	1407.2
	20	LSR-3	Single	0.920	EPH-08-680R-57-70-3S-HEG-S	697.5	107852	13950
	4	LSR-4	Single	0.920	EPH-08-680R-57-70-4S-HEG-S	697.5	108978	2790
	4	LSR-5	Single	0.920	EPH-08-680R-57-70-5S-HEG-S	697.5	109206	2790

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Soccer Field @ 3' AFF	Illuminance	Fc	30.31	47.0	20.0	1.52	2.35
Softball Field @ 3' AFF	Illuminance	Fc	27.86	47.9	17.3	1.61	2.77
Spill Light @ 100' AFF	Illuminance	Fc	0.48	1.8	0.0	N.A.	N.A.
Infield	Illuminance	Fc	34.03	47.9	22.7	1.50	2.11
Outfield	Illuminance	Fc	26.13	40.7	17.3	1.51	2.35

Recommended Illuminance Criteria - Outdoor Sport and Recreation

SPORTS	Lighted Area	Class of Play											
		I - over 5000 spectators			II - under 5000 spectators			III - some spectators			IV - no spectators		
		Horiz. FC	Max /Min	CV Max	Horiz. FC	Max /Min	CV Max	Horiz. FC	Max /Min	CV Max	Horiz. FC	Max /Min	CV Max
Baseball & Softball	Infield	150	1.3:1	0.07	100	1.5:1	0.10	50	2:1	0.17	30	2.5:1	0.21
	Outfield	100	1.7:1	0.13	75	2:1	0.17	30	2.5:1	0.21	20	3:1	0.25
Football		100	1.7:1	0.13	50	2:1	0.17	30	2.5:1	0.21	20	3:1	0.25
Rodeo		100	1.7:1	0.17	75	2:1	0.17	50	2.5:1	0.21	30	3:1	0.25
Soccer		75	1.7:1	0.13	50	2:1	0.17	30	2.5:1	0.21	20	3:1	0.25
Tennis		150 Avg	1.5:1	0.10	75 Avg	1.7:1	0.13	50 Avg	2:1	0.17	30 Avg	2.5:1	0.21
Track Field					30	3:1	0.25	30	4:1	0.30	20	4:1	0.30
					50		0.21	30		0.30	20		0.30
Volleyball & Basketball								30	3:1	0.25	20	4:1	0.30

FC level recommendations based on RP-6-20 Table A-2 Outdoor Sports and Recreation Areas
Horizontal levels are taken at the height of the Visual Task or Task Surface

Project No: SJ019242.AGI
Drawn By: JR
Date: 2/8/2024
Scale: 1" = XX'

Project: Jaycee Park & Field Improvements
Customer: Andy McLenon
SouthCon

File Attachments for Item:

11. Second Reading: 2024-01, Sec 22-192, Times and Process for Collection of Trash

ORDINANCE NO. 2024-01

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF TYBEE ISLAND, GEORGIA, TO ADDRESS THE TIMES AND
PROCESS FOR COLLECTION OF TRASH AND OTHER REFUSE FROM
DUMPSTERS**

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

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

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

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

WHEREAS, some dumpsters require collection and disposal at regular intervals; and

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

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

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

SECTION 1

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

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

a. No person or entity shall engage in the collection, transportation or disposal of any solid waste or recyclables from dumpsters between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and 9:00 p.m. to 8:00 a.m. on weekends, except in those locations where compliance would pose a threat to public health, safety and welfare, which must be identified by the person or entity engaged in the collection, transportation or disposal of any solid waste or recyclable and approved by the Code Enforcement Official.

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

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

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

SECTION 2

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

SECTION 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.

SECTION 5

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

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

ADOPTED THIS __ DAY OF _____, 2024.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

ORDINANCE NO. 2024-01

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

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

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

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

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

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

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

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

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

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

SECTION 1

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

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

a. No person or entity shall engage in the collection, transportation or disposal of any solid waste or recyclables from dumpsters, ~~containers or receptacles of any kind or type~~ between the hours of 9:00 p.m. and 7:00 a.m. on weekdays and 9:00 p.m. to ~~8~~9:00 a.m. on weekends, except in those locations where compliance would pose a threat to public health, safety and welfare, which must be identified by the person or entity engaged in the collection, transportation or disposal of any solid waste or recyclable and approved by the Code Enforcement Official.

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

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

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

SECTION 2

~~Section 22-113 is added which provides:~~

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

SECTION 23

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

SECTION 34

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

SECTION 45

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

SECTION 56

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

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

ADOPTED THIS ___ DAY OF _____, 2024.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

12. Resolution 2024-03 Support for HPC Grant Application



**CITY OF TYBEE ISLAND
RESOLUTION 2024-03**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TYBEE ISLAND, GEORGIA, COMMITTING LOCAL RESOURCES AND APPROVING SUBMITTAL OF THE 2024 CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION

WHEREAS, the Georgia Historic Preservation Division (HPD) of the Georgia Department of Community Affairs has issued a notice of funding availability for the Historic Preservation Fund (HPF) Grant program; and

WHEREAS, the City of Tybee Island (City) authorizes submission of an application to HPD for HPF Grant program assistance for fiscal year 2025; and

WHEREAS, the City is applying for \$18,000 from the 2024 Historic Preservation Fund CLG Survey & Planning Grant to develop a local historic district in the Fort Screven National Historic District and the North Campbell Subdivision; and

WHEREAS, the total proposed project cost to Develop a Local Historic District for the Fort Screven National Register Historic District (NRHD) and the North Campbell Neighborhood (NCN) is estimated at \$30,000; and

WHEREAS, the HPF Grant program requires a 60/40 match (\$12,000), of cash and/ or in kind, to be committed for the proposed project.

BE IT THEREFORE RESOLVED that the City of Tybee Island authorizes submittal of the proposed HPF Grant Application to HPD for funding, authorizes the acceptance of the grant if awarded, and certifies that the required match will be made available upon approval of the application.

SO RESOLVED, this ____ day of _____, 2024.

Brian West, Mayor

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

Attest: Janet LeViner, Clerk of Council

File Attachments for Item:

13. Tracy O'Connell: Ante Litem

David Roberts

Amy Spell Cribbs

BEFORE THE MUNICIPAL GOVERNMENT OF THE CITY OF TYBEE ISLAND
STATE OF GEORGIA

DAVID A. ROBERTS,

Complainant/Petitioner,

v.

BRIAN WEST, Mayor,

MICHELLE OWENS, Interim City Manager,

GEORGE SHAW, City Zoning Administrator

and

MEMBERS OF CITY COUNCIL,

Respondents.

Complaint/Petition

COMPLAINT FOR THE CITY'S REVOCATION OF INVALIDLY ISSUED STR PERMITS FOR 605A AND 605B SIXTH STREET AND FOR RELATED ENFORCEMENT OF THE LDC AND ANTE LITEM NOTICE

Tybee Island government wrongly issued 2023 short-term rental ("STR") permits to the duplex at 605A and 605B Sixth Street. Those permits are unlawful and invalid because:

- (A) Although Ord. 2022-04 § 1 restricts STR permits to properties in which short term rentals were "existing and ongoing" on and before the ordinance's effective date of October 13, 2022, both 605A and 605B were owner-occupied throughout 2022, and City records show that they did not begin STR rental until January 2023; *and*
- (B) Even if that were *not* the case, neither 605A nor 605B were rented more than 50 nights in the year preceding the May 1, 2023 effective date of Ord. 2023-11 § 3.

Either of these two invalidities is sufficient alone to force the Interim City Manager to revoke those STR permits. But those two illegality problems are compounded by a third:

- (C) City administration has chosen not to enforce either: (1) the parking regulations on Sixth Street west of Jones; or (2) the limit set out in the Land Development Code ("LDC") on the number of unrelated persons who may occupy structures in residential districts zoned for one- and two-family occupancy.

But Tybee's STR Ordinance, its parking regulations, and its LDC can each be harmonized with the others if they are all simply enforced.

[1]

IMPORTANT CONTEXT

As an initial matter, nothing in this Complaint should be viewed as accusing the owners of 605A and 605B Sixth Street, Tybee Island, of improper, deceitful, or wrongful conduct in obtaining their STR permits. This is a City-caused problem. If the City enforced its ordinances as written, the permits complained of in this Complaint would never have been issued to these owners. And so it is error, ineptitude, and mistake – and later absolute stonewalling – by the City Manager’s office that have forced Complainant/Petitioner to bring this Complaint.

JURISDICTION AND DUTIES

Under Tyb. Code. § 2-107(b)(2), the City Manager must “[s]ee that all laws, provisions of the Charter, and acts of the city council, subject to enforcement by the city manager or by officers subject to the manager’s direction and supervision, are faithfully executed.” That imposes on the Interim City Manager the obligation to promptly investigate and correct the STR problems shown here. And the City’s Zoning Administrator must investigate and act on the stated violations of the LDC.

FACTS

Complainant/petitioner and his wife own and reside full-time in the home they built in 2021 at 603 Sixth Street. All of Sixth Street is zoned R-2 (restricting use to one- and two-family residences, and prohibiting commercial hotel use). As far as Petitioner is aware, 605A and 605B are the only STR’s currently operating on Sixth Street west of Miller Ave. Upon information and belief, 605A is owned by Ronen Navon – and 605B by his brother Gil Navon. See Affidavit of Petitioner, 11 January 2024, attached and incorporated hereto as **Exhibit PA-1**.

605A. According to documents obtained from the City by Petitioner under the Georgia Open Records Act (OCGA § 50-18-70 *et seq.*) (“ORA records”), the City issued a series of “inactive” STR licenses for 605A beginning on February 2, 2021; with the first permit noted as “active” issued by the City on October 31, 2022 (with a stated expiration date of January 1, 2024). **Exhibit PA-2**. 605A’s Airbnb Rental Unit Record (produced among the City’s ORA records) shows that: (a) 605A’s first guest rentals arrived no earlier than in January 2023; and (b) 605A advertises for 14 guests on Airbnb-listed occupancy (an LDC violation discussed in **Part C** below). Those same Airbnb records show 21 stays in 605A – **all in 2023**. **Exhibit PA-3**.

605B. The City's ORA records show its issuance of "inactive" STR licenses for 605B beginning on January 27, 2021; with the first permit noted as "active" issued by the City on November 21, 2022 (with a stated expiration date of January 1, 2024). **Exhibit PB-2.** 605B's Airbnb report shows an advertised capacity of 12 guests. That report shows that 605B's earliest guest rentals began in January 2023; with 33 stays – ***all in 2023.*** **Exhibit PB-3.**

605A and 605B frequently rent short term (mostly weekends) to unruly guests.¹ The following pictures on Friday, April 21, 2023 (i.e., five days after guest departure) show the aftermath of the Effingham County High School Senior Class Drinking Event at 605A, attended by at least 30 graduates.



In sum, this duplex at 605A and 605B Sixth Street is simply a hotel squatting in a residential district— a hotel that appeals on its Airbnb website to large groups of unrelated guests² in part for the purpose of holding parties outside on the back patios, which are equipped with basketball goals, fire pits, seating for many people, a hot tub (605B) and a pool (605A).

¹ See Tybee Police reports for weekends of April 14th and April 22nd. **Exhibit PA-4.**

² This a matter of concern because, as noted below, LDC § 4-050(C) restricts 605A and 605B to one- and two- family use; and "family" is expressly defined in LDC § 2-010 to *exclude* occupancy by groups of more than three unrelated persons – as well as hotels and transient housing facilities.

ARGUMENT AND SUPPORTING AUTHORITY

A. Because 605A and 605B were never eligible for active STR permits, the City must now withdraw – and cannot renew – their invalidly issued 2023 STR permits.

In 2022, City Council struck a balance to preserve Tybee’s neighborhoods, while also recognizing the significance of vacation rentals to Tybee’s economy. To do that it first prohibited “new” STR’s in R-1, R-1-B, and R-2 zoning districts. *See* Ord. 2022-04 § 6. Yet it also allowed continued STR operation in those properties that were already “existing and ongoing” as STR’s on and before October 13, 2022. *See* Ord. 2022-04 § 1, which states:

Except as set forth herein, no residence, structure or building within zones R-1, R-1-B, and R-2, shall be operated as a Short-Term Rental or leased or rented or held available for rental for less than thirty days. Existing and ongoing properly permitted Short-Term Rentals which have operated within the City in zones R-1, R-1-B, and R-2 prior to the effective date hereof [i.e., **October 13, 2022**] shall not be a use as of right, but rather, such use will be a nonconforming use hereafter...”
(emphasis added).

Here, however, 605A and 605B’s first STR guests did not arrive until January of 2023³ – i.e., more than two months after the ordinance’s eligibility deadline. Therefore, any STR permits issued by City staff for them were invalid as a matter of law on the day issued.

That said, under Tybee’s STR ordinances,⁴ the property owner bears the burden to establish qualifying rental dates – as proven by tax reports, reports of Airbnb, etc. But rent data for 605A⁵ show that the first STR guest stay was in January 2023 – and it was not even listed with Airbnb as an STR until November of 2022. **Exhibit PA-3**. The same was true for 605B, which was not listed with Airbnb until December, 2022. **Exhibit PB-3**.

³ *See* Roberts Affidavit (**Exhibit PA-1**), City STR records (**Exhibit PA-2** and **PB-2**), and Airbnb tax reporting (**Exhibit PA-3** and **PB-3**).

⁴ City Council reaffirmed the requirements and dates set out in Ord. 2022-04 in Ord. 2023-11, adopted on April 27, 2023 and enacted on May 1, 2023. Because no court of law has ruled either ordinance to be invalid, City staff now has no choice but to enforce those ordinances.

⁵ Petitioner’s Open Records requests (under OCGA § 5-18-70 *et seq.*) triggered the City’s obligation to produce all related STR records for 605A and 605B. No records produced show rentals before 2023. So either the City violated the law – or 605A or 605B provided no records to support an earlier rental date. Either way, their lack of rentals on and before October 13, 2022 renders invalid the STR permits for 605A and 605B that were unlawfully issued by City staff.

Thus, because Council's STR ordinance forbade issuance of STR permits unless the STR was "existing and ongoing" on and before October 13, 2022, and the owners have provided no proof otherwise (as those ordinances require owners to do), both STR permits for 605A and 605B are unlawful and must be revoked by the City without further delay.

B. Even if the above-described § 1 invalidity and illegality of 605A and 605B's 2023 STR permits is ignored (and it must not be), because neither of those units was rented for more than 50 days in the year preceding the effective date of Ords. 2022-04 § 3 and 2023-11 § 3 [i.e., May 1, 2023], both 605A and 605B have abandoned any STR rights they may once have tried to claim.

Unlike peoples' unreliable "memories" on Tybee STR issues, Council's language in its STR ordinances is clear and unambiguous. Ords. 2022-04 § 3 and 2023-11 § 3 state that:

If a property holding a Short-Term Rental permit in zoning district R-1, R-1-B, and R-2 fails to conduct short term rentals (rentals less than 30 days each), at least 90 days of rental at full market value within **the preceding 12-month period**, it shall be presumed that such short-term rental use has been abandoned and therefore such use shall be unauthorized. . . . (emphasis added)⁶

The only date to be found in Ord. 2023-11 applicable to this § 3 was the ordinance's effective date for initial abandonment: May 1, 2023." Thus, the phrase "preceding 12-month period" can only mean "in the 12 months preceding May 1, 2023." So, because (according to both the City's ORA records and the witness account of Petitioner) neither 605A nor 605B rented for more than 50 nights in the year preceding May 1, 2023, both 605A and 605B have abandoned their STR eligibility as a matter of law.

And the following passage from the same ordinance section shows that that STR abandonment by both 605A and 605B cannot be reversed.

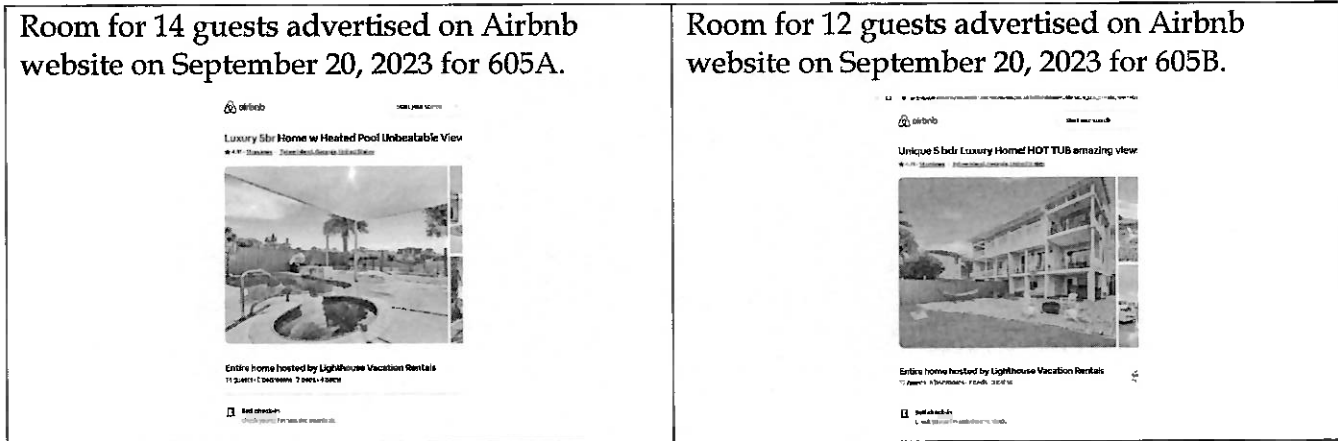
Any previously operated Short-Term Rental within the R-1, R-1-B, and R-2 zoning districts which is determined to be abandoned **will no longer be allowed to operate as a Short-Term Rental**. (emphasis added)

C. The City's Zoning Administrator must investigate 605A and 605B's failure to comply with the LDC's limit of no more than three unrelated rental occupants at a given time – and must institute remedies accordingly.

⁶ The fact that Council later changed the 90-day requirement to 60-days is irrelevant here because neither 605A nor 605B were rented more than 50 days during the period from May 1, 2022 through April 30, 2023, triggering abandonment.

1. **605A and 605B routinely advertise for and rent to large groups of unrelated adults.**

As an initial matter, 605A violates Ord. § 34-268(b) which prohibits STR advertising “in excess of the occupancy of the [STR application or certificate].” 605A applied for occupancy of 12. Exhibit PA-2. Yet it advertises for 14. See ad below and Exhibit PA-3.



This constitutes a violation of the ordinance per se.

And the ads work. Large groups are routine. For example, Tybee Police were called to respond to an “event” in 605A on the weekend of April 14, 2023. Exhibit PA-4. According to some in attendance, 605A was the designated site of the Effingham County 2023 Senior Class Spring Drinking Event. At least 30 of these students were present at times—with others joining and leaving throughout the night. The pictures on page 3 above show the aftermath five days after the student’s Sunday departure. The next weekend, multiple officers of Tybee Police were summoned (after midnight) to evict from 605A literally dozens of apparently drunk and undoubtedly disruptive and noisy party goers. Police were required to find and expel one of the “guests” from Petitioner’s back yard—after he jumped Petitioner’s back fence, ignoring Petitioner’s warnings. Shortly after police left, some of the revelers returned to 605A, and again had to be run off by Tybee Police.

But these problems are not confined to Spring reverie. Tybee Police were summoned on September 17, 2023 by guests in 605A complaining about the raucous partying in 605B by a large group of adults. That same group of “guests,” were on 605B’s balcony both Sunday and Monday morning (9/17 and 9/18) **before dawn**, shouting and laughing loud enough to be heard in Petitioner’s home with doors and windows closed. Ironically, the owners of 605A and 605B state in their Airbnb listing that “this home is in a very quiet and relaxing part of Tybee.” That

is true—*until* their “guests” arrive to party on marsh-side patios, with their advertised “large backyard hangout with fire pit,” hot tub, “plenty of outdoor seating,” basketball goals, etc.

Finally, any doubt about the large size of unrelated groups of weekend guests is put to rest by the comments posted on Airbnb by their guests: *See*

- Harita in June (“Nice place for 12 of us...” (605B));
- Lindsay (“We stayed here for a bachelorette party” (605B));
- Kyle (“This is a great spot if you are going with a large party.” (605A));
- Lori (“Best place to stay for my future daughter in law’s bachelorette weekend get away” (605A));
- Anika (“...had plenty of space for our large party of guests.” (605A)).

Setting aside the issues of life safety, ADA, and other laws and regulations that might call to question the safety and legality of operating a de facto hotel in three story frame structures without apparent institutional sprinkler systems, pull alarms, rated fire stairs, etc., the City exposes itself to significant risk by allowing hotel occupancies in a building designed and inspected only as single family residences.

2. **605A and 605B’s packing in the advertised 26 weekend partys violates the LDC’s limit of three unrelated guests in the one- and two-family residential zoning district in which they are located.**

All of Sixth Street is zoned R-2. “The purpose of this [R-2 one- and two-family residential district] is to provide affordable development of single-family and duplex style development. This district includes a mixture of medium density residential neighborhoods which are quiet and livable.” *See* LDC § 4-050(C). The LDC defines “residential development” as buildings “designed for and used to provide a place of abode for human beings, including one and two family dwellings, multi-family residences, row houses, etc. Importantly, “residential development shall not include hotels, motels, or any other type of overnight or transient housing or camping facilities.” *See* LDC § 2-010 (emphasis added). Under the LDC, “‘hotel’ means a building designed to provide accommodations for transients” “Dwelling unit” means “one or more rooms in a dwelling, apartment, boardinghouse, hotel or motel, designed primarily for occupancy by one family for living, eating, and sleeping purposes.” *See* LDC § 2-

010 (emphasis added). And most importantly, “**family**” means any of the following occupying a dwelling unit, living as a single, **nonprofit** housekeeping unit: (1) any number of blood-relatives; (2) two unrelated persons and any children related to either of them; or (3) “**not more than three persons not related by blood, marriage, adoption, guardianship, or duly-authorized custodial relationship.**” See LDC § 2-010 (emphasis added).

In current litigation, Chatham Superior Court (SPCV23-00041), the City, itself, represented to the court (in its March 8, 2023 “Motion to Dismiss”) that a distinction exists between a “hotel” and a “residence.” In the City’s motion, it argued or cited the following:

- The Merriam-Webster definition of a “residence” as “the place where one actually lives as distinguished from one’s domicile or place of temporary sojourn...” (City motion at 6)
- “The term ‘residential’ as used in Georgia law carries this same focus on duration and living as opposed to merely visiting.” (City motion at 6)
- “Georgia courts have treated dwelling places as encompassing people living at a place for a significant period of time, ‘not merely as transient guests but as their permanent dwelling places.’” (City motion at 7)
- “This same distinction between residences as dwelling places and spots for *transient stays* the Georgia Code uses holds in other contexts in Georgia law as well.” (City motion at 8) (emphasis added)
- “Certainly, ‘residence’ does not contemplate or embrace a fleeting visit or recurrences of brief sojourns of a few days at a time for the specific purpose, as here, of fishing or vacation.” (City motion at 9, citing approvingly *McEntyre v. Burns*, 81 Ga.App. 239, 256 (1950))
- “Indeed, STVRs are more akin to ‘inns’ at common law than they are a residence or even a residential rental.” (City motion at 9)
- “All of these various excerpts and authorities ineluctably lead to the same conclusion. ‘Residence’ or ‘residential’ as used in relation to real property in the Georgia Code denotes rental of property **to live there, not to vacation there.**” (City motion at 10, emphasis by the City of Tybee)

The City cannot now, therefore, adopt a contrary position by denying that 605A and 605B are being operated as unlicensed hotels in a residential zoning district.

3. **The City unlawfully granted an invalid permit to 605A and 605B for 12 occupants when the LDC's lower capacity limit of 3 must be applied to unrelated persons occupying one- and two-family residential structures within zoning districts R-1, R-1-B, and R-2.**

As shown above, the 12-person occupancy available to related persons under the STR statute does not apply to unrelated persons. The City permitting of 12 persons (2 per bedroom under Ord. 2021-29, § I) does not change that. LDC § 1-050 states that "Where provisions of this Land Development Code are in conflict with each other or with other ordinances, the most restrictive provision shall be enforced." Here, under LDC § 2-010, although 12 *related* people may occupy an STR, no more than 3 unrelated people can. Therefore, because the LDC is more restrictive with regard to large groups of unrelated persons than is the STR, under LDC § 1-150, the LDC controls. Consequently, 605A and 605B's repeated overpacking of unrelated persons constitutes a repeated violation of the LDC. Accordingly, under LDC §§ 5-160(C) and (D),⁷ the City's zoning enforcement officer must act promptly to: (1) end the violation; and (2) preclude future rentals to 605A and 605B to more than 3 unrelated persons.

4. **Problems of 605A and 605B overcrowding are exacerbated by the City's apparently intentional refusal to enforce island-wide parking requirements on Sixth Street west of Miller Ave.**

Because past violations were enabled by the City's non-enforcement of its prohibition against unpermitted parking in the right of way on either side of Sixth Street west of Miller Ave., the City (through its Interim City Manager and Parking Dept.) must begin to enforce the island-wide parking regulation without delay.

⁷ LDC § 5-160(D) ("Complaints regarding violations. Whenever the zoning enforcement officer receives a written, signed complaint alleging a violation of this Land Development Code, he or she shall investigate the complaint, take whatever action is warranted, and inform the complainant in writing what actions have been or will be taken.")



ANTE-LITEM NOTICE

For several months, Petitioner has been earnestly and politely asking (almost begging) the Interim City Manager to address the problems raised above. Those same problems have been brought repeatedly to Council. And they were also the subject of a fruitless and very frustrating meeting between Petitioner, Interim City Manager Owens, and CFO Jen Amerell. But no response or decision one way or the other has since come from the City.

So, perhaps Petitioner is to be forgiven for his “shock” upon hearing Jen Amerell’s report to City Council in its January 23, 2024 workshop that: (1) she purportedly “audited” 20% of STR’s last year; (2) the STR’s owners were required to provide on-line what she calls “affidavits” with their responses; and (3) she “ruled” (without public proceedings) that only one group of STR’s on the island within the “audited group” was non-compliant (when they refused to respond at all to her so-called audit request). But this raises several problems:

First, what Jen Amerell euphemistically calls an “affidavit” is not an “affidavit.” The Georgia Supreme Court has held that an affidavit must include “the attestation by an officer authorized to administered the oath that the affidavit was actually sworn by the affiant before the officer.” *See Auito v. Auito*, 288 Ga. 443, 704 S.E.2d 789, 790 (2011). CFO Amerell’s notary-free form of “affidavit” does not satisfy either the Supreme Court’s rule or Ord. 2022-04 and Ord. 2023-11 § 3’s demand for “proof” of ordinance compliance and rental history.

Moreover, although Petitioner’s three earlier Open Records Requests would have encompassed at least some of the information CFO Amerell claims to have elicited from STR

owners, none was supplied to Petitioner by the City. Therefore, it appears that CFO Amerell was willing to ask hundreds of STR owners to verify their 2024 eligibility – but the Interim City Manager has steadfastly refused to investigate or decide the eligibility of 605A and 605B, i.e., both properties about which serious eligibility questions have been raised with her in writing and before Council over a period of months. Thus, the City (through its Interim City Manager and CFO) have stonewalled all polite and earnest efforts by Petitioner to seek the City’s decision as to enforcement of its STR ordinances as to 605A or 605B Sixth Street.

Therefore, although even the possibility of seeking judicial intervention against his home City is abhorrent to Petitioner, if this Petition meets the same stonewall placed in front of his several earlier attempts, the Interim City Manager will, in effect, be forcing Petitioner to consider the seeking of a writ of mandamus from a superior court in order to obtain her enforcement of Council’s clear ordinances. That is completely avoidable – if the City manager reverses course now – and begins to enforce Council’s ordinances.

PRAYER FOR RELIEF

For the reasons stated above, Complainant/Petitioner asks the Interim City Manager of the City of Tybee Island to: (1) immediately revoke any and all STR permits issued for the properties at 605A and 605B Sixth Street; (2) deny any request to “renew” any asserted STR permits for 605A and 605B; (3) deny any and all requests to transfer (to any other person or entity) any of the STR permits issued to-date to 605A or to 605B; and, if revocation is not immediate, to take steps necessary to prevent continuation of past unlawful excess occupancy until revocation takes place; and (5) notify Tybee Island Code Enforcement and Tybee Island Police of the actions taken pursuant to the above.

DATED this 1st day of February, 2024.

ATTORNEYS FOR COMPLAINANT/PETITIONER
Roberts Construction Law, LLC

PO Box 2921
Tybee Island, Georgia 31328
Telephone: (404) 625-9424
dauidroberts@constructiondocument.com

/s/ David A. Roberts
David A. Roberts, Member
Georgia Bar No. 608342

EXHIBITS

Exhibit PA-1	Affidavit of David Roberts, January 11, 2024
Exhibit PA-2	ORA Records: City of Tybee STR records for 605A
Exhibit PA-3	ORA Records: List of 605A STR rental dates; Airbnb rental and tax data reports
Exhibit PA-4	Tybee Island Police Reports for April 14 and April 22.
Exhibit PB-2	ORA Records: City of Tybee STR records for 605B
Exhibit PB-3	ORA Records: List of 605B STR rental dates; Airbnb rental and tax data reports

CERTIFICATE OF SERVICE

I certify that I am counsel for Petitioner in this matter, and that I have this day served a copy of the foregoing **Petition for the City's Revocation of Invalidly Issued STR Permits for 605A and 605B Sixth Street and for Related Enforcement of the LDC and Ante Litem Notice** by personal delivery to Council workshop on 2/1/2024:

Brian West, Mayor,
Michelle Owners, Interim City Manager
Edward Hughes, City Attorney
Members of City Council
George Shaw, City Zoning Administrator
Jan LeViner, City Clerk

DATED this 1st day of February 2024.

/s/ David A. Roberts

David A. Roberts
Georgia Bar No. 608342
PO Box 2921
Tybee Island, Georgia 31328
Telephone: (404) 625-9424

AFFIDAVIT OF DAVID A. ROBERTS

IN THE COUNTY OF CHATHAM
STATE OF GEORGIA

I, the undersigned, **David A. Roberts**, being first duly sworn, depose and testify as follows:

1. I am over twenty-one years of age, and I am competent to make this affidavit.
2. I make this affidavit on the basis of my own personal knowledge and information.
3. I have resided at my home at 603 Sixth Street, Tybee Island, Georgia continuously since October 18, 2021, when my home received its Certificate of Occupancy from the City of Tybee Island.
4. My home is located on the lot on the south side of Sixth Street and immediately to the east of from a duplex, which bears the addresses of 605A and 605B Sixth Street, with 605A being the western side of the duplex and 605B being the eastern side of it (i.e., the side closest to my home).
5. During the 2021 construction of my home, I visited the property many times per week, virtually every day, likely averaging at least six or seven times per week.
6. During that time, I met Ronen Navon, the owner of 605A Sixth Street. At some time, Ronen Navon introduced me to a person who I believed to be his brother, whose name is Gil Navon, who I understand owns 605B Sixth Street. I also met at times a person named Arial, who I believe is Ronen Navon's adult daughter. All these encounters took place outside the front of 605A and 605B at the street level. All were pleasant and civil.
7. During 2021 and 2022, the only persons I observed to occupy 605A and 605B (with the occasional exception of day guests, service people, etc.) were the Navons and their families. At some point late in the year 2022, I believe that the Navon's occupancy became less frequent.
8. The Navons and their family members were the only persons I observed to occupy 605A or 605B until February 10, 2023, when the first STR guests arrived to occupy 605A or 605B.
9. Specifically, I noticed no short term rental activities during 2021 and 2022, and 2023 (until February 10, 2023). If either 605A or 605B had been operated as a short term rental ("STR") in January of 2023, I was unaware of it.

- 10. During 2021, 2022, and until February 10, 2023, when 605A and 605B began accepting STR guests, upon information and belief, no homes on Sixth Street between Miller Ave. and Lewis Ave. were used as STR's. Except for 605A and 605B, I believe that is still the case.
- 11. On February 10, 2023, when the first STR guests arrived, my wife, Jan, and I began to mark our calendars on days thereafter on which STR guests occupied 605A or 605B or both.
- 12. Although it is conceivably possible that I did not notice a few nights in January 2023 with STR guests (i.e., before STR guests began to arrive on February 10, 2023), it could not have been more than three nights or four STR rental days total before February 10, 2023 that STR rentals might have occurred.
- 13. Between February 10, 2023 and April 30, 2023, there were not more than **48 days** on which 605A or 605B or both were rented as STR's.
- 14. In arriving at the 48-day total stated in the previous paragraph, there were some nights in which I recorded and STR rental but my wife did not; and the reverse was occasionally true. Therefore, in order to avoid understating the number of STR rental days, and to give 605A and 605B every benefit of the doubt in counting those STR rental days, I took two steps (both designed to avoid short-counting STR days): *First*, if one of us recorded an STR rental on a particular day, but the other did not, credit was given; and *Second*, if an STR rental was noted for one of the units, I credited both 605A and 605B for an STR rental that day.

FURTHER AFFIANT SAYETH NOT

January 11, 2024

David A. Roberts

David A. Roberts
603 Sixth Street
Tybee Island, Georgia 31328

Miranda Pascoal Brown
Notary

Sworn to and subscribed before me
this 11th day of January, 2024

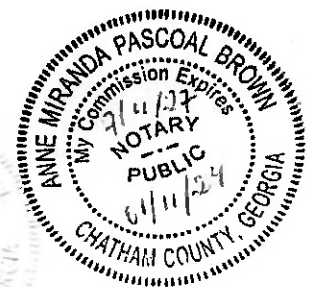


EXHIBIT PA-2

Item #13.

Source	Parcel Number	Registration Number	Registered Address	Registered Unit Number	Permit Holder	Date Created	Business License	Multiple Permits	Zone Designation	Permit Bedrooms	Max Occupancy	Update	Date Approved/Denied	Status
registration_system	4001501031	STR2021-00356	605 6th St, Tybee Island, GA 31328, USA		Ronen Nevon	2021-02-04 02:26 PM		Yes		5	16		2021-03-18 01:05 PM	Inactive
registration_system	4001501031	STR2021-01633	605 6TH ST, TYBEE ISLAND, GA 31328, US	A	RONEN NAVON	2021-08-24 02:38 PM	03183	Yes		5	10		2021-08-30 05:52 PM	Inactive
registration_system	4001501031	STR2021-01633	605 6TH ST, TYBEE ISLAND, GA 31328, US	A	RONEN NAVON	2022-03-30 08:39 PM	351	Yes		5	10		2022-05-12 01:18 PM	Inactive
registration_system	4001501031	STR2022-00329	605 6TH ST, TYBEE ISLAND, GA 31328, US	A	Ronen Nevon	2022-10-31 06:25 PM	762	Yes	R_2	5	12		2022-11-07 02:52 PM	Active

<https://app.hostcompliance.com/dashboard/registrations>

Please confirm this information. Press the pencil icon to fix any mistakes.

Property

STR2021-01633

Registration number

4001501031

Parcel number

January 1, 2022

Expiration Date

Inactive

Status

605 6TH ST, TYBEE ISLAND, GA 31328, US, Unit A

Address · [Open in Google Maps](#)

A

Unit Number

Room Type

5

Bedrooms

Bathrooms

5

Parking Spaces

10

Maximum Occupancy

03183

Business License Number

Zone Designation

Registrant

Name

(912) 499-9750

Phone

tybeeproperties@gmail.com

E-mail

PO BOX 739 TYBEE ISLAND GA 31328

Address · [Open in Google Maps](#)

No

Primary Resident

Operating As

Name

Address · [Open in Google Maps](#)

Owner

RONEN NAVON

Name

(912) 308-9294

Phone

billynavon@yahoo.com

E-mail

PO BOX 2497 TYBEE ISLAND GA 31328

Address · [Open in Google Maps](#)

Agent

ISLAND VACATION RENTALS

Name

(912) 499-9750

Phone

tybeeproperties@gmail.com

E-mail

PO BOX 739 TYBEE ISLAND GA 31328

Address · [Open in Google Maps](#)

Business Name

Emergency Contact

ISLAND VACATION RENTALS

Name

(912) 499-9750

Phone

E-mail

BACK

<https://app.hostcompliance.com/dashboard/registrations>

Please confirm this information. Press the pencil icon to fix any mistakes.

Property

STR2021-00252

Registration number

4001501032

Parcel number

January 1, 2023

Expiration Date

Inactive

Status

605 6TH ST, TYBEE ISLAND, GA 31328, US, Unit B

Address · [Open in Google Maps](#)

B

Unit Number

Room Type

4

Bedrooms

Bathrooms

6

Parking Spaces

10

Maximum Occupancy

str2021-00252

Business License Number

Zone Designation

Registrant

Gil Navon

Name

(954) 589-5732

Phone

sav.clothing@yahoo.com

E-mail

310 Polk St Hollywood FL 33019

Address · [Open in Google Maps](#)

No

Primary Resident

Operating As

Name

Address · [Open in Google Maps](#)

Owner

Name

Phone

E-mail

Address · [Open in Google Maps](#)

Agent

Name

Phone

E-mail

Address · [Open in Google Maps](#)

Business Name

Emergency Contact

Gil Navon

Name

(912) 313-9971

Phone

E-mail

BACK

<https://app.hostcompliance.com/dashboard/registrations>

Please confirm this information. Press the pencil icon to fix any mistakes.

Property

STR2022-00329

Registration number

4001501031

Parcel number

January 1, 2024

Expiration Date

Active

Status

605 6TH ST, TYBEE ISLAND, GA 31328, US, Unit A

Address · [Open in Google Maps](#)

A

Unit Number

Room Type

5

Bedrooms

Bathrooms

4

Parking Spaces

12

Maximum Occupancy

762

Business License Number

R_2

Zone Designation

Registrant

Name

(845) 505-4344

Phone

cam7days98@gmail.com

E-mail

605A Miller Ave Tybee Island GA 31328

Address · [Open in Google Maps](#)

No

Primary Resident

Operating As

Name

Address · [Open in Google Maps](#)

Owner

Ronen Navon

Name

(912) 313-9940

Phone

ronnavon@yahoo.com

E-mail

PO box 2497 Tybee Island GA 31328

Address · [Open in Google Maps](#)

Agent

Cameron Weeks

Name

(845) 505-4344

Phone

cam7days98@gmail.com

E-mail

605A Miller Ave Tybee Island GA 31328

Address · [Open in Google Maps](#)

Business Name

Emergency Contact

Cameron Weeks

Name

(845) 505-4344

Phone

E-mail

BACK

Rental Unit Record

605 6th St, Tybee Island, GA 31328, USA

Active
Identified
Compliant

PRINT

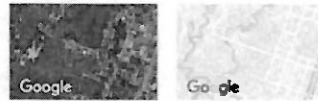
SEND A LETTER

Listing(s) Information

Airbnb - 764631613350548610 MisterBAndB - 895379 VRBO - 321.3120280.3693369



Rental Unit Information



Identified Address

605 6th St, Tybee Island, GA 31328, USA

Identified Unit Number

A

Identified Latitude, Longitude

32.007581, -80.847991

Parcel Number

4001501031

Owner Name

NAVON RONEN

Owner Address

PO BOX 2497
TYBEE ISLAND, GA 31328, US

Registration / Permit Number

STR2022-00329

Community

City of Tybee Island

Timeline of Activity

View the series of events and documentation pertaining to this property

Matched Details

Analyst: MIYD

Explanation: Listing photos match those found on Zillow.

Listing Photos



Matching kitchen.

Matching 3rd Party Sources



Matching bathroom.



Listing Details

Listing URL	—	https://www.airbnb.com/rooms/764631613350548610
Listing Status	●	Active
Host Compliance Listing ID	—	air764631613350548610
Listing Title	—	Luxury 5br Home w Heated Pool Unbeatable Views
Property type	—	House
Room type	—	Entire home/apt
Listing Info Last Captured	—	Dec 05, 2023
Screenshot Last Captured	—	Nov 30, 2023
Price	—	\$500/night
Cleaning Fee	—	\$

Information Provided on Listing

Contact Name	—	Kayla & Cameron
Latitude, Longitude	—	32.008200, -80.847130
Minimum Stay (# of Nights)	—	2
Max Sleeping Capacity (# of People)	—	14
Max Number of People per Bedroom	—	2.8
Number of Reviews	—	17
Last Documented Stay	—	10/2023

Listing Screenshot History

View Latest Listing Screenshot

October 3

November 3

December 0

- ✘ Listing hma321.3120280.3693369
Removed
December 5th, 2023
- ✘ Listing mis895379 Removed
November 15th, 2023
- 📄 2 Documented Stays
October, 2023
- 📄 4 Documented Stays
September, 2023
- ✓ Listing mis895379 Identified
September 22nd, 2023
- Listing mis895379 First Activity
September 18th, 2023
- ✱ Listing mis895379 First Crawled
September 18th, 2023
- 📄 2 Documented Stays
August, 2023
- 📄 3 Documented Stays
July, 2023
- 📄 4 Documented Stays
June, 2023
- Listing air764631613350548610 Reposted
June 5th, 2023
- ✘ Listing air764631613350548610 Removed
May 27th, 2023
- 📄 2 Documented Stays
May, 2023
- Listing air764631613350548610 Reposted
May 8th, 2023
- ✘ Listing air764631613350548610 Removed
May 4th, 2023
- Listing air764631613350548610 Reposted
April 1st, 2023
- ✘ Listing air764631613350548610 Removed
March 31st, 2023
- 📄 3 Documented Stays
March, 2023
- Listing air764631613350548610 Reposted
March 6th, 2023
- ✘ Listing air764631613350548610 Removed
March 4th, 2023
- Listing air764631613350548610 Reposted
March 3rd, 2023
- ✘ Listing air764631613350548610 Removed
Merch 1st, 2023
- Listing air764631613350548610 Reposted
February 28th, 2023
- ✘ Listing air764631613350548610 Removed
February 28th, 2023
- Listing air764631613350548610 Reposted
February 6th, 2023
- ✘ Listing air764631613350548610 Removed
February 6th, 2023

- 📄 1 Documented Stay
January, 2023
- Listing air764631613350548610 Reposted
December 6th, 2022
- ✘ Listing air764631613350548610 Removed
December 5th, 2022
- ✓ Listing air764631613350548610 Identified
December 2nd, 2022
- ✓ Listing hma321.3120280.3693369
Identified
December 2nd, 2022
- Listing hma321.3120280.3693369 First
Activity
November 23rd, 2022
- ✱ Listing hma321.3120280.3693369 First
Crawled
November 23rd, 2022
- Listing air764631613350548610 First
Activity
November 23rd, 2022
- ✱ Listing air764631613350548610 First
Crawled
November 23rd, 2022

GA GA0250600

TYBEE ISLAND POLICE DEPARTMENT INCIDENT REPORT

Case # 2023-04-4146

Public copy

EVENT

INCIDENT TYPE: 22-112 - NOISE DISTURBANCE

INCIDENT LOCATION: 605 6TH ST, TYBEE ISLAND, GA 31328

INCIDENT DATE: 04/15/2023

INCIDENT TIME: 13:15

COMPLAINANT: PUBLIC COPY REDACTED

VICTIM

VICTIMS NAME: PUBLIC COPY REDACTED

ADDRESS: PUBLIC COPY REDACTED

STUDENT? YES NO IF YES, NAME VICTIM'S SCHOOL:

OFFENDER

NAME: PUBLIC COPY REDACTED

WANTED WARRANT ARREST

CHARGES: PUBLIC COPY REDACTED

TOTAL NUMBER ARRESTED:

ARREST AT OR NEAR OFFENSE SCENE: YES NO UNK

VEHICLE

STOLEN RECOVD SUSPECTS IMPOUND

TAG NUMBER: STATE: YEAR: V.I.N.:

YEAR: MAKE: MODEL: STYLE: COLOR:

WITNESS

NAMES:

ADDRESS: PUBLIC COPY REDACTED

PHONE NUMBER: PUBLIC COPY REDACTED

PROPERTY

VEHICLES	CURRENCY, NOTES, ETC.	JEWELRY, PREC. METALS	FURS	PROPERTY RECOVERY INFO ONLY	JURIS. CODES
STOLEN <input type="checkbox"/>				THEFT/RECOVERY	1 = CITY
RECOVERED <input type="checkbox"/>				DATE OF THEFT	2 = COUNTY
CLOTHING	OFFICE EQUIP.	TV, RADIO, ETC.	HOUSEHOLD GOODS		3 = STATE
STOLEN <input type="checkbox"/>					4 = OUT OF STATE
RECOVERED <input type="checkbox"/>					5 = UNKNOWN
FIREARMS	CONSUMABLE GOODS	LIVESTOCK	OTHER	TOTAL	
STOLEN <input type="checkbox"/>					
RECOVERED <input type="checkbox"/>					

CLEAR ADM

GCIC ENTRY WARRANT MISSING PERSONS VEHICLE ARTICLE BOAT GUN SECURITIES

VICTIM WILL PROSECUTE UNIF. FOLLOW UP PHOTO TAKEN? VIDEO/AUDIO CID NOTIFIED? FORWARDED TO CID

REQUIRED DATA FIELDS FOR CLEARANCE REPORT: CLEARED BY ARREST EXCEPTIONALLY CLEARED UNFOUNDED

DATE OF CLEARANCE: 04/17/2023 ADULT JUVENILE

CASE: ACTIVE INACTIVE

DRUG

DID INVESTIGATION INDICATE THAT THIS INCIDENT WAS DRUG RELATED? YES NO

IF YES, INDICATE THE TYPE OF DRUG(S) USED BY OFFENDER:

1-AMPHETAMINE 2-BARBITURATE 3-COCAINE 4-HALLUCINOGEN 5-HEROIN

6-MARIJUANA 7-METHAMPHETAMINE 8-OPIUM 9-SYNTHETIC NARCOTIC U-UNKNOWN

NARRATIVE

On 04/15/2023 at around 1315hrs I, Officer Bensman was dispatched to 605A 6th street in reference to a noise complaint. The residence is a STVR through a private owner. On arrival I did not observe any loud noise coming from the residence. Contact with the tenants were made and they were advised to keep the noise down. We also met with the complainant and explained the situation.

REPORTING OFFICER: BENSMAN, MICHAEL NUMBER: 323

APPROVING OFFICER: STUBER, SAMUEL NUMBER: 12534

ASSIGNED INVESTIGATOR: _____ NUMBER: _____

GA GA0250600

TYBEE ISLAND POLICE DEPARTMENT INCIDENT REPORT

Case # 2023-04-4433

Public copy

EVENT

INCIDENT TYPE: INFO - CITY ORDINANCE

INCIDENT LOCATION: 805 6TH ST UNIT A, TYBEE ISLAND, LOCATION NAME: [REDACTED] LOC CODE: [REDACTED]

INCIDENT DATE: 04/22/2023 INCIDENT TIME: 00:20 TO DATE: [REDACTED] TIME: [REDACTED] STRANGER TO STRANGER: YES [] NO [] UNK []

COMPLAINANT: [REDACTED] ADDRESS: PUBLIC COPY REDACTED PHONE NUMBER: [REDACTED]

VICTIM

VICTIMS NAME: [REDACTED] RACE: [REDACTED] SEX: [REDACTED] AGE: [REDACTED] DOB: [REDACTED] RESIDENCE PHONE: [REDACTED] BUSINESS PHONE: [REDACTED]

ADDRESS: PUBLIC COPY REDACTED CENSUS TRACT: [REDACTED] EMPLOYER OR OCCUPATION: [REDACTED]

STUDENT? YES [] NO [X] IF YES, NAME VICTIM'S SCHOOL: [REDACTED]

OFFENDER

NAME: [REDACTED] RACE: [REDACTED] SEX: [REDACTED] DATE OF BIRTH: [REDACTED] AGE: [REDACTED]

ADDRESS: [REDACTED] CENSUS TRACT: [REDACTED] HEIGHT: [REDACTED] WEIGHT: [REDACTED] HAIR: [REDACTED] EYES: [REDACTED]

CHARGES: [REDACTED] COUNTS: [REDACTED] OFFENSE CODE: [REDACTED] OFFENSE / ARREST: [REDACTED] JURISDICTION: [REDACTED]

WANTED [] WARRANT [] ARREST []

TOTAL NUMBER ARRESTED: [REDACTED] ARREST AT OR NEAR OFFENSE SCENE: YES [] NO [] UNK [] DATE OF OFFENSE: [REDACTED]

VEHICLE

STOLEN [] RECOVD [] SUSPECTS [] IMPOUND []

TAG NUMBER: [REDACTED] STATE: [REDACTED] YEAR: [REDACTED] V.I.N.: [REDACTED] PLATE ONLY: [REDACTED] VIN PLATE ONLY: [REDACTED]

YEAR: [REDACTED] MAKE: [REDACTED] MODEL: [REDACTED] STYLE: [REDACTED] COLOR: [REDACTED]

MOTOR SIZE (CID): [REDACTED] AUTO [] MAN. [] SPD [] INSURED BY: [REDACTED]

TRANS. [REDACTED] [REDACTED] [REDACTED]

WITNESS

NAMES: [REDACTED] ADDRESS: PUBLIC COPY REDACTED PHONE NUMBER: PUBLIC COPY REDACTED

PROPERTY

STOLEN [] RECOVERED []	VEHICLES	CURRENCY, NOTES, ETC.	JEWELRY, PREC. METALS	FURS	PROPERTY RECOVERY INFO ONLY	JURIS. CODES
STOLEN [] RECOVERED []	CLOTHING	OFFICE EQUIP.	TV, RADIO, ETC.	HOUSEHOLD GOODS	THEFT/RECOVERY	1 = CITY 2 = COUNTY 3 = STATE 4 = OUT OF STATE 5 = UNKNOWN
STOLEN [] RECOVERED []	FIREARMS	CONSUMABLE GOODS	LIVESTOCK	OTHER	DATE OF THEFT	

CLEAR ADM

GCIC ENTRY [] WARRANT [] MISSING PERSONS [] VEHICLE [] ARTICLE [] BOAT [] GUN [] SECURITIES []

VICTIM WILL PROSECUTE [] UNIF. FOLLOW UP [] PHOTO TAKEN? [] VIDEO/AUDIO [] CID NOTIFIED? [] FORWARDED TO CID []

REQUIRED DATA FIELDS FOR CLEARANCE REPORT: [] CLEARED BY ARREST [] EXCEPTIONALLY CLEARED [] UNFOUNDED []

DATE OF CLEARANCE: [REDACTED] ADULT [] JUVENILE [] CASE: [] ACTIVE [] INACTIVE []

REPORT DATE: 04/22/2023

DRUG

DID INVESTIGATION INDICATE THAT THIS INCIDENT WAS DRUG RELATED? YES [] NO []

IF YES, INDICATE THE TYPE OF DRUG(S) USED BY OFFENDER

1-AMPHETAMINE [] 2-BARBITURATE [] 3-COCAINE [] 4-HALLUCINOGEN [] 5-HEROIN []

6-MARIJUANA [] 7-METHAMPHETAMINE [] 8-OPIUM [] 9-SYNTHETIC NARCOTIC [] U-UNKNOWN []

NARRATIVE

[REDACTED]

REPORTING OFFICER: STUBER, SAMUEL NUMBER: 12534

APPROVING OFFICER: STUBER, SAMUEL NUMBER: 12534

ASSIGNED INVESTIGATOR: [REDACTED] NUMBER: [REDACTED]

EXHIBIT PB-2

Item #13.

Source	Parcel Number	Registration Number	Registered Address	Registered Unit Number	Permit Folder	Date Created	Business License	Multiple Permits	Zone Designation	Permit Bedrooms	Max Occupancy	Date Approved/Denied	Status
registration_system	4001501032	STR2021-00252	605 6TH ST, Tybee Island, GA 31328, USA	B	Gil Navon	2021-01-27 03:55 PM		Yes		4	10	2022-06-09 04:58 PM	Inactive
registration_system	4001501032	STR2021-01630	605 6TH ST, TYBEE ISLAND, GA 31328, US	B	GIL NAVON	2021-08-24 02:04 PM	03183	Yes		5	10	2021-08-30 05:52 PM	Inactive
registration_system	4001501032	STR2021-00252	605 6TH ST, TYBEE ISLAND, GA 31328, US	B	Gil Navon	2021-12-21 05:30 PM	str2021-00252	Yes		4	10	2022-02-14 03:14 PM	Inactive
registration_system	4001501032	STR2021-01630	605 6TH ST, TYBEE ISLAND, GA 31328, US	B	GIL NAVON	2022-03-02 12:07 AM	351	Yes		5	12	2022-08-06 08:25 AM	Inactive
registration_system	4001501032	STR2022-00344	605 6TH ST, TYBEE ISLAND, GA 31328, US	B	Gil Navon	2022-11-21 10:45 AM	762	Yes	R_2	5	12	2022-11-28 01:38 PM	Active

<https://app.hostcompliance.com/dashboard/registrations>

Please confirm this information. Press the pencil icon to fix any mistakes.

Property

STR2021-01630

Registration number

4001501032

Parcel number

January 1, 2022

Expiration Date

Inactive

Status

605 6TH ST, TYBEE ISLAND, GA 31328, US, Unit B

Address · [Open in Google Maps](#)

B

Unit Number

Room Type

5

Bedrooms

Bathrooms

5

Parking Spaces

10

Maximum Occupancy

03183

Business License Number

Zone Designation

Registrant

GIL NAVON

Name

(912) 499-9750

Phone

tybeeproperties@gmail.com

E-mail

PO BOX 739 TYBEE ISLAND GA 31328

Address · [Open in Google Maps](#)

No

Primary Resident

Operating As

Name

Address · [Open in Google Maps](#)

Owner

GIL NAVON

Name

(912) 308-9294

Phone

billynavon@yahoo.com

E-mail

605 B 6TH STREET TYBEE ISLAND GA 31328

Address · [Open in Google Maps](#)

Agent

ISLAND VACATION RENTALS

Name

(912) 499-9750

Phone

tybeeproperties@gmail.com

E-mail

PO BOX 739 TYBEE ISLAND GA 31328

Address · [Open in Google Maps](#)

Business Name

Emergency Contact

ISLAND VACATION RENTALS

Name

(912) 499-9750

Phone

E-mail

BACK

<https://app.hostcompliance.com/dashboard/registrations>

Please confirm this information. Press the pencil icon to fix any mistakes.

Property

STR2021-00252

Registration number

4001501032

Parcel number

January 1, 2023

Expiration Date

Inactive

Status

605 6TH ST, TYBEE ISLAND, GA 31328, US, Unit B

Address · [Open in Google Maps](#)

B

Unit Number

Room Type

4

Bedrooms

Bathrooms

6

Parking Spaces

10

Maximum Occupancy

str2021-00252

Business License Number

Zone Designation

Registrant

Gil Navon

Name

(954) 589-5732

Phone

sav.clothing@vahoo.com

E-mail

310 Polk St Hollywood FL 33019

Address · [Open in Google Maps](#)

No

Primary Resident

Operating As

Name

Address · [Open in Google Maps](#)

Owner

Name

Phone

E-mail

Address · [Open in Google Maps](#)

Agent

Name

Phone

E-mail

Address · [Open in Google Maps](#)

Business Name

Emergency Contact

Gil Navon

Name

(912) 313-9971

Phone

E-mail

BACK

<https://app.hostcompliance.com/dashboard/registrations>

Please confirm this information. Press the pencil icon to fix any mistakes.

Property

STR2022-00344

Registration number

4001501032

Parcel number

January 1, 2024

Expiration Date

Active

Status

605 6TH ST, TYBEE ISLAND, GA 31328, US, Unit B

Address · [Open in Google Maps](#)

B

Unit Number

Room Type

5

Bedrooms

Bathrooms

4

Parking Spaces

12

Maximum Occupancy

762

Business License Number

R_2

Zone Designation

Registrant

Name

(845) 505-4344

Phone

cam7days98@gmail.com

E-mail

Po box 2745 Tybee Island GA 31328

Address · [Open in Google Maps](#)

No

Primary Resident

Operating As

Name

Address · [Open in Google Maps](#)

Owner

Gil Navon

Name

(912) 313-9971

Phone

gilwaves@yahoo.com

E-mail

310 polk street Hollywood FL 33019

Address · [Open in Google Maps](#)

Agent

Cameron Weeks

Name

(845) 505-4344

Phone

cam7days98@gmail.com

E-mail

Po box 2745 Tybee Island GA 31328

Address · [Open in Google Maps](#)

Business Name

Emergency Contact

Cameron Weeks

Name

(845) 505-4344

Phone

E-mail

BACK

Rental Unit Record

605 6th St, Tybee Island, GA 31328, USA

Active ●
Identified ✓
Compliant ✓

PRINT

SEND A LETTER

Listing(s) Information

Airbnb - 782074173447087878

MisterBAndB - 895378

VRBO - 321.3157752.3730845



Rental Unit Information



Identified Address

605 6th St, Tybee Island, GA 31328, USA

Identified Unit Number

B

Identified Latitude, Longitude

32.007557, -80.847884

Parcel Number

4001501032

Owner Name

NAVON GIL

Owner Address

PO BOX 2497
TYBEE ISLAND, GA 31328, US

Registration / Permit Number

STR2022-00344

Community

City of Tybee Island

Timeline of Activity

View the series of events and documentation pertaining to this property

Matched Details

Analyst

MIYD

Explanation

The outside photos from the listing match Google Streetview and assessor map.

Listing Photos



Matching backyard brick work.

Matching 3rd Party Sources



Matching exterior.



Listing Details

Listing URL	—	https://www.airbnb.com/rooms/782074173447087878
Listing Status	●	Active
Host Compliance Listing ID	—	air782074173447087878
Listing Title	—	Unique 5 BDR Home on the Marsh! HOT TUB amazing su
Property type	—	House
Room type	—	Entire home/apt
Listing Info Last Captured	—	Dec 05, 2023
Screenshot Last Captured	—	Nov 30, 2023
Price	—	\$200/night
Cleaning Fee	—	\$

Information Provided on Listing

Contact Name	—	Kayla & Cameron
Latitude, Longitude	—	32.008330, -80.848430
Minimum Stay (# of Nights)	—	2
Max Sleeping Capacity (# of People)	—	12
Max Number of People per Bedroom	—	2.4
Number of Reviews	—	25
Last Documented Stay	—	11/2023

Listing Screenshot History

View Latest Listing Screenshot

October 3 November 3 December 0

- X** Listing hma321.3157752.3730845 Removed
December 5th, 2023
- 4 Documented Stays
November, 2023
- Listing air782074173447087878 Reposted
November 23rd, 2023
- X** Listing air782074173447087878 Removed
November 23rd, 2023
- X** Listing mis895378 Removed
November 15th, 2023
- 2 Documented Stays
October, 2023
- 2 Documented Stays
September, 2023
- ✓ Listing mis895378 Identified
September 22nd, 2023
- Listing mis895378 First Activity
September 18th, 2023
- ✱ Listing mis895378 First Crawled
September 18th, 2023
- 2 Documented Stays
August, 2023
- 7 Documented Stays
July, 2023
- 5 Documented Stays
June, 2023
- Listing air782074173447087878 Reposted
June 5th, 2023
- X** Listing air782074173447087878 Removed
Mey 27th, 2023
- 2 Documented Stays
April, 2023
- Listing air782074173447087878 Reposted
Merch 31st, 2023
- X** Listing air782074173447087878 Removed
March 29th, 2023
- 4 Documented Stays
Merch, 2023
- Listing air782074173447087878 Reposted
March 23rd, 2023
- X** Listing air782074173447087878 Removed
Merch 22nd, 2023
- Listing air782074173447087878 Reposted
Merch 22nd, 2023
- X** Listing air782074173447087878 Removed
Merch 19th, 2023
- 2 Documented Stays
February, 2023
- Listing air782074173447087878 Reposted
January 30th, 2023
- X** Listing air782074173447087878 Removed
January 27th, 2023

- 📅 3 Documented Stays
January, 2023
- ✓ Listing air782074173447087878 Identified
December 23rd, 2022
- ✓ Listing hma321.3157752.3730845
Identified
December 23rd, 2022
- Listing hma321.3157752.3730845 First
Activity
December 19th, 2022
- ✳ Listing hma321.3157752.3730845 First
Crawled
December 19th, 2022
- Listing air782074173447087878 First
Activity
December 16th, 2022
- ✳ Listing air782074173447087878 First
Crawled
December 16th, 2022

JAN LEVINER

BEFORE THE MUNICIPAL GOVERNMENT OF THE CITY OF TYBEE ISLAND
STATE OF GEORGIA

DAVID A. ROBERTS,

Complainant/Petitioner,

v.

BRIAN WEST, Mayor,

MICHELLE OWENS, Interim City Manager,

GEORGE SHAW, City Zoning Enforcement Officer,

and

MEMBERS OF CITY COUNCIL,

Respondents.

Complaint/Petition

**AMENDED COMPLAINT FOR THE CITY'S REVOCATION OF INVALIDLY
ISSUED STR PERMITS FOR 605A AND 605B SIXTH STREET AND FOR
RELATED ENFORCEMENT OF THE LDC AND ANTE LITEM NOTICE**

On February 1, 2024, Complainant/Petitioner personally served on Tybee Island's Interim City Manager, its Zoning Enforcement Officer, the Mayor, members of City Council, and the City Attorney: (a) his Complaint demanding the City's revocation of the 2023 short-term rental ("STR") occupational tax certificates, grants of STR authority, or permits (collectively, "permits") that the City unlawfully issued to the duplex units at 605A and 605B Sixth Street, Tybee Island; and (b) an anti-litem notice of a possible judicial request for a writ of mandamus that might be sought if the City refuses to fully consider the allegations and the relief requested in the Complaint. To-date, the City has not responded.

The allegations and requests for relief stated in the original Complaint, and the exhibits attached to it, are hereby reasserted and incorporated here - with the following amended allegations and clarifications:

SUPPLEMENTAL ARGUMENT AND SUPPORTING AUTHORITY

City Council in January of 2023 adopted "as part of the zoning ordinances of the City" what had formerly been the STR provisions set out in Section 34 of Tybee's Code of Ordinances. See Ord. 2023-01 § 1. As a result, the allegations and improprieties asserted in Parts A and B of

2/20/24
JL

[2]

the Complainant's original Complaint are, and have been, as a matter of law, allegations of violation of the Tybee Island zoning ordinances – as were the allegations and improprieties asserted in Part C of the original Complaint. It is also, therefore, a violation of the zoning ordinance to advertise for short-term rental greater capacity than a permit allows, which has occurred with respect to one of the units mentioned in original Complaint (pp. 5-6).

JURISDICTION AND DUTIES

As noted in footnote 7 of the original Complaint, as an initial matter, it is the Zoning Enforcement Officer's duty to enforce violations of the Land Development Code ("LDC").

"Complaints regarding violations. Whenever the zoning enforcement officer receives a written, signed complaint alleging a violation of this Land Development Code, he or she shall investigate the complaint, take whatever action is warranted, and inform the complainant in writing what actions have been or will be taken." See LDC § 5-160(D).

Under the LDC, investigation and enforcement cannot be delayed by the City, as it is to take place "whenever the zoning enforcement officer receives a written, signed complaint..." See LDC § 5-160(D) (emphasis added). Thus, the LDC provides no excuse for City delay or suspension of investigation and enforcement actions. And no other ordinance or code section relieves the Zoning Enforcement Officer of that obligation. See LDC § 1-050 ("Where provisions of this Land Development Code are in conflict with each other or with other ordinances, the most restrictive provision shall be enforced."). Further, under Tyb. Code. § 2-107(b)(2), the City Manager must "[s]ee that all laws, provisions of the Charter, and acts of the city council, subject to enforcement by the city manager or by officers subject to the manager's direction and supervision, are faithfully executed."

Therefore, because the City's Zoning Enforcement Officer is under the Interim City Manager's direction and supervision, both persons have a duty to investigate and act as required under LDC §§ 5-160(C) and (D) to revoke the unlawfully renewed STR permits under which the STR's presently operate in the R-2 zoning district at 605A and 605B Sixth Street, Tybee Island.

AMENDED PRAYER FOR RELIEF

For the reasons stated above and in the original Complaint, Complainant/Petitioner asks the Interim City Manager of the City of Tybee Island and the Zoning Enforcement Officer for the City of Tybee Island to: (1) immediately revoke any and all STR permits for the properties at 605A and 605B Sixth Street; (2) deny any request to "renew" any asserted STR permits for 605A and 605B; (3) deny any and all requests to transfer or issue (to any other person or entity) any STR permits pertaining to 605A or to 605B; and, (4) if revocation is not immediate, to take steps necessary to prevent continuation of past unlawful excess occupancy until revocation takes place; and (5) notify Tybee Island Code Enforcement and Tybee Island Police of the City's actions taken pursuant to the above.

DATED this 19th day of February, 2024.

ATTORNEYS FOR COMPLAINANT/PETITIONER
Roberts Construction Law, LLC

/s/David A. Roberts
David A. Roberts, Member
Georgia Bar No. 608342

PO Box 2921
Tybee Island, Georgia 31328
Telephone: (404) 625-9424
davidroberts@constructiondocument.com

CERTIFICATE OF SERVICE

I certify that I am counsel for Complainant/Petitioner in this matter, and that I have this day served a copy of the foregoing **Amended Complaint for the City's Revocation of Invalidly Issued STR Permits for 605A and 605B Sixth Street and for Related Enforcement of the LDC and Ante Litem Notice** by personal delivery to the office of the City Clerk on 2/19/2024:

Brian West, Mayor,
Michelle Owners, Interim City Manager
Edward Hughes, City Attorney (by email only)
Members of City Council (by email only)
George Shaw, City Zoning Enforcement Officer
Jan LeViner, City Clerk

DATED this 19th day of February 2024.

/s/ David A. Roberts

David A. Roberts
Georgia Bar No. 608342
PO Box 2921
Tybee Island, Georgia 31328
Telephone: (404) 625-9424

February 9, 2024

VIA FEDERAL EXPRESS: 270217136750

VIA CERTIFIED MAIL, RRR: 7021 1970 0001 2976 6077

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

Re: **ANTE LITEM NOTICE OF TORT CLAIM**

Our client: Amy Spell Cribbs
Date of Incident: September 3, 2023
Your Claim No: Please Advise

To Mayor Brian West:

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

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

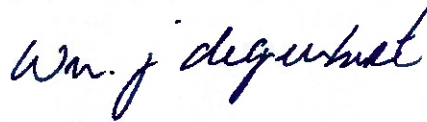
No action to make a civil recovery for these claims will be commenced except upon the expiration of thirty days (30) following receipt of this notice, or the City's denial of the claim, whichever occurs first.

*1:00 pm
2/15/24
JFL*

January 23, 2024
Page 2

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

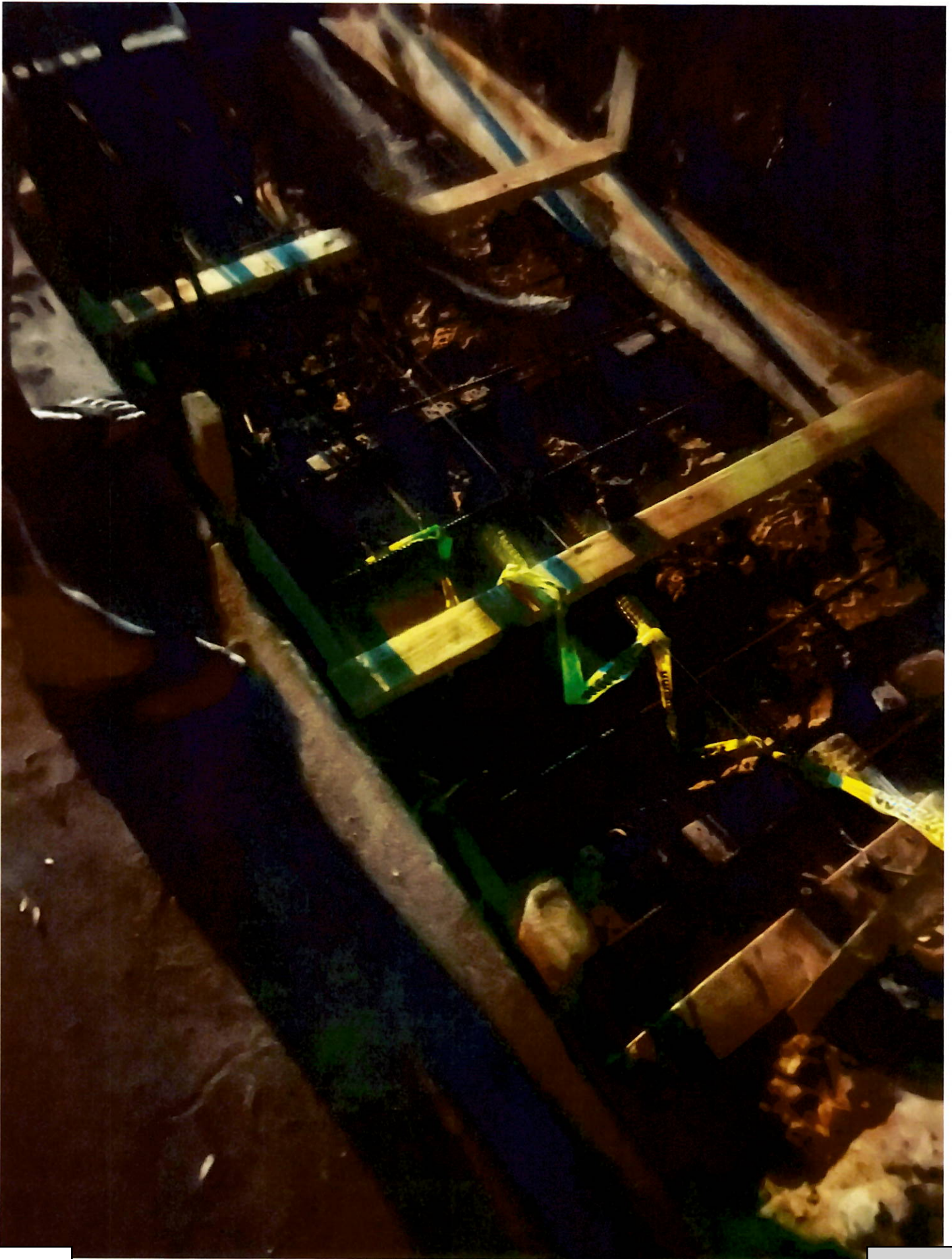
Sincerely

A handwritten signature in blue ink that reads "Wm. J. Degenhart". The signature is written in a cursive style with a large initial "W" and "J".

William Degenhart

WJD/tp

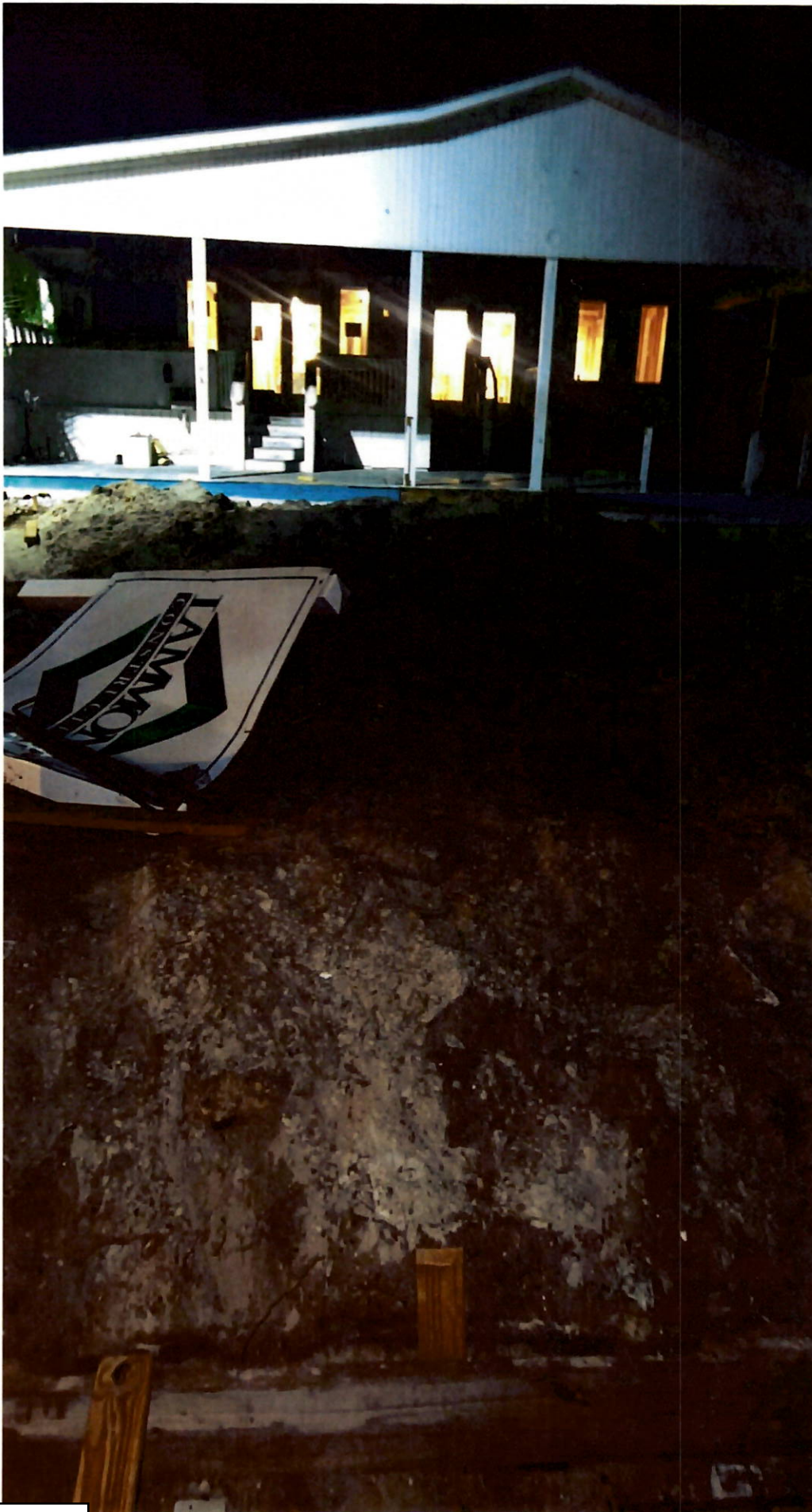
cc: Amy Spell Cribbs



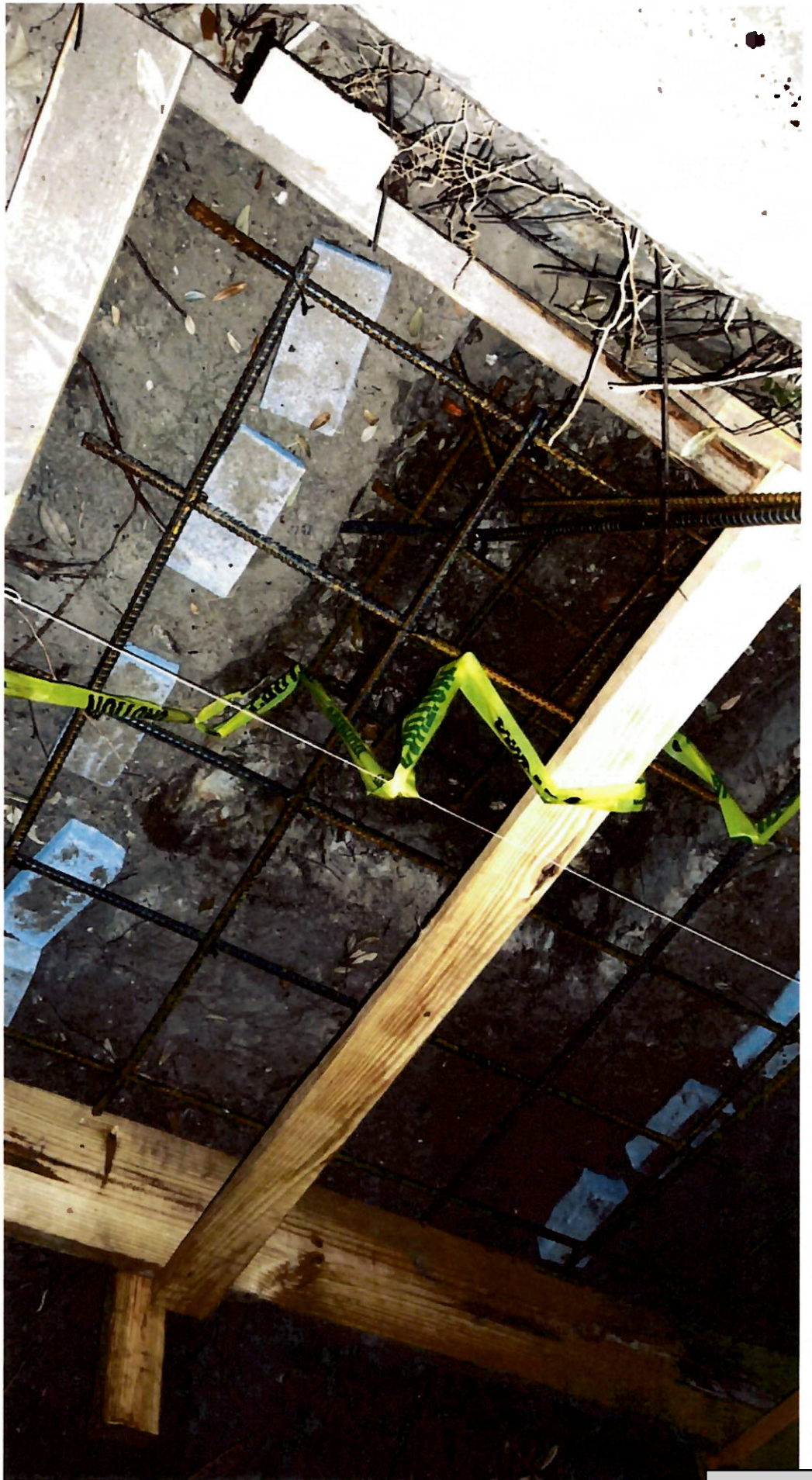
Item #13.



Item #13.



Item #13.



Item #13.



Item #13.

File Attachments for Item:

17. Nick Sears: Proposed STR Ordinance

OUTLINE OF PROPOSED ORDINANCE 2024

- PORTION OF THE PREAMBLE:

WHEREAS, it has been the policy of the City of Tybee Island (the City) to reduce the number of short term rentals in the “Residential Districts” (R1, R1B and R2);

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

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

-OPERATIVE SECTION OF THE ORDINANCE:

Upon the “Transfer”(defined below) of an “STR Property”(defined below), whether or not disclosed pursuant to section ___ below, the “STR permit” (defined below) for that STR Property SHALL terminate and be of no further force or effect and such terminated STR permit shall not be assigned, transferred or renewed and no permit shall be issued in its place; and LDC section 4-051.11 shall have no application to STR Properties or STR permits.

-DEFINITIONAL SECTION:

“Transfer” shall mean a conveyance of all, any portion of or any interest in the title to an “STR Property” or the conveyance of any proprietary or beneficial interest in any trust or artificial entity (ie, LLC, partnership, corporation) which owns or holds record title to a STR Property; provided, however that, in the event a STR Property is owned in whole or part by an artificial entity which has more than one beneficiary, member, partner or shareholder (collectively referred to herein as “interest holder”) then a conveyance of an interest in that owner to another then existing interest holder of that owner (so that the number of interest holders in that owner is reduced) shall not be considered a Transfer.

“STR Property” shall mean each residence, structure or building in the Residential Districts for which a current “STR permit” has been issued, granted or renewed.

“STR permit” shall mean a permit or right to conduct short term rental in the Residential Districts granted or renewed pursuant to LDC sections 4-051.2, 4-051.3 or 40501.11.

“short term rentals” shall mean _____

-PORTION OF ENFORCEMENT SECTION

Section ____ The form of the application for the renewal of an STR permit (the “Application”) shall require disclosure of the full name or names of the current (as of the filing of the Application) owner or owners of the subject STR Property and, if any of the owners is an artificial entity, shall require the names of all its current members, partners, shareholders or beneficiaries, as the case may be. Further the form of the Application to be filed in 2025 shall require disclosure of each Transfer of the subject property which occurred after the “effective date” of this Ordinance; and after 2025 the Application shall require disclosure of each Transfer which occurred in the immediately preceding calendar year.

Section ____ In conducting any audit under the verification program and policy referred to in LDC section 4-051.10 or any other investigation of compliance by one or more STR properties, such audit or investigation by the City shall, if appropriate, include research of the Chatham County, Georgia real property and ad valorem tax records, filings and applications by the owner of the subject STR Property and any relevant information in Zillow or other publicly accessible private sources.