

MAYOR
Shirley Sessions

CITY COUNCIL
Barry Brown, Mayor Pro Tem
Monty Parks
Jay Burke
Nancy DeVetter
Spec Host



CITY MANAGER
Dr. Shawn Gillen

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA

REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL

September 28, 2023 at 6:30 PM

Please silence all cell phones during Council Meetings

Opening Ceremonies

- Call to Order
- Invocation
- Pledge of Allegiance

Announcements

Consideration of Items for Consent Agenda

Tribute to Mayor Walter Parker

Recognitions

1. Municipal Court Employees: Clearance Rate Excellence, Judicial Workload Assessment, 2022

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

2. Minutes, September 14, 2023

Consideration of Boards, Commissions and Committee Appointments – Vote for Five (5) Only

3. **Ethics Commission**
4. Nancy Frankenhauser: Consideration for Ethics Commission (Incumbent)
5. Ben Goggins: Consideration for Ethics Commission (Incumbent)
6. Mariah Hay: Consideration for Ethic Commission
7. Dee Matkowski: Consideration for Ethics Commission
8. Mark Reed: Consideration for Ethics Commission (Incumbent)
9. Ruth Whitley Wilson: Consideration for Ethic Commission

Reports of Staff, Boards, Standing Committees and/or Invited Guest. Limit reports to 10 minutes.

10. Linda Dunlap: Interfaith Addiction and Recovery Coalition

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



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

11. William Moseley: GMA Adoption Agreement Discussion

If there is anyone wishing to speak to anything on the agenda other than the Public Hearing, please come forward. Please limit your comments to 3-5 minutes.

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

12. Renewal of Debris Removal Contract: Crowder Gulf

13. Purchase of Christmas Decorations. Funding for these decorations is in the approved City of Tybee Island's FY2024 budget, adopted June 22, 2023. The budget item for Holiday Decorations Replacements was \$150,000.00 and was a Capital Purchase under the account number 350-1110-54-2500, itemized list of Capital Requests.

14. Jaime Spear: Proposed Changes to Certification and Education Incentive

Council, Officials and City Attorney Considerations and Comments

15. Bubba Hughes: Contingent Settlement Proposal with City Manager

16. Barry Brown: Boat ramp at Alley 3

City Manager - Discussion and Action Item List Update

17. Funding for Tybee Island Lighthouse Repairs

18. Pickle Ball

19. Jaycee Park

20. Multi-Purpose Room

21. Non-Profit Funding

22. Water-Sewer Project Financing

Executive Session

Discuss litigation, personnel and real estate

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

Adjournment

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

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



THE VISION OF THE CITY OF TYBEE ISLAND

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



THE MISSION OF THE CITY OF TYBEE ISLAND

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

File Attachments for Item:

2. Minutes, September 14, 2023

Mayor Sessions called the meeting to order at 6:30PM, September 14, 2023. Those in attendance were, Monty Parks, Nancy DeVetter, Barry Brown, Jay Burke and Spec Hosti. Also attending were Michelle Owens, Acting City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney, and Jan LeViner, Clerk of Council. Dr. Gillen was not present.

Opening Ceremonies

Call to Order

Invocation: Sue Jackson, Trinity Chapel Methodist Church

Pledge of Allegiance

Whitney Hooker approached Mayor and Council to recognize **Antar Khaalis**, DPW, as the Employee of the Quarter. Mayor Sessions thanked Mr. Khaalis for everything he does for the City.

Consideration of Items for Consent Agenda

- Minutes, City Council Meeting, August 24, 2023
- Agenda Request: Friends of the Tybee Post Theater dba Tybee Post Music Festival
- Hotel Tybee 1401 Strand Ave add liquor to the existing beer and wine permit
- DPW: Purchase of a Pickup Truck, 2023 Nissan Frontier, 4x4 Crew Cab, for Recycling Crew. Funding for this truck is in the City of Tybee Island's Fiscal Year 2024 approved budget, adopted June 22, 2023. The budget item for Public Work Vehicles was \$50,000 and was a Capital purchase under account number 350-4210-54-2500, Itemized List of Capital Requests
- Out of State Travel: Pete Gulbranson: Regional Storm Water Conference, October 4 - 6, 2023, Hilton Head, SC. Continuing Education Units to retain Professional Engineering License for the State of Georgia. Total cost \$1,075
- Amendment Agreements on Retirement Benefits with Moseley and Fobes

Mike McCann, Ambucs, approached Mayor and Council. Mr. McCann stated the Ambucs is motivated in mission around independence and mobility. Traditionally they do that with three wheel bikes that are provided to adults and children. They also do scholarships and recently started providing scholarships to students with special needs going to school for higher education. He continued, at the previous meeting, Sgt. Hattrich told them of his desire to make the beach more accessible. It became evident that this was a project Ambucs could help the City of Tybee. Mr. McCann then presented a check for \$16,870.80 to purchase beach wheelchairs. Sgt. Hattrich accepted the check on behalf of the City. Kevin Sheehan, President, approached Mayor and Council. Mr. Sheehan stated it is very exciting that more people will now have access to the beach. Mayor Sessions thanked Sgt. Hattrich and Mr. McCann for their hard work.

Tiffany Hayes, Chief, Tybee Island Police Department: New K-9 Program. Chief Hayes stated that all questions relating to the budget for the program have been successfully addressed. She introduced Officer Kendrick who is a certified trainer. Officer Kendrick thanked Mayor and Council for the opportunity. Mayor Sessions thanked both Chief Hayes and Officer Kendrick.

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

Dillon Patel approached Mayor and Council to speak. Mr. Patel stated there is a group working toward the best plan of action for pickleball. Mayor Sessions thanked Mr. Patel for his comments.

Tanya Huff approached Mayor and Council. Ms. Huff spoke in favor of additional pickleball courts on the Island. Mayor Sessions thanked Ms. Huff for her comments.

Brian West approached Mayor and Council. Dr. West stated in his opinion, it is very important there is an overall plan for Memorial Park and Jaycee Park. He is in favor of additional courts. Mayor Sessions thanked Dr. West for his comments.

Roger Huff approached Mayor and Council. Mr. Huff stated he supports pickleball and asked Mayor and Council to look into something called VersaCourt as this is a multi-use court and works well at the basketball courts. Mayor Sessions thanked Mr. Huff.

Chantal Audran approached Mayor and Council. Ms. Audran stated the release of the sea turtle, Ike, would be on Saturday, September 23, 2023. She invited everyone to attend. Mayor Sessions thanked Ms. Audran.

Sue Jackson approached Mayor and Council. Ms. Jackson spoke in favor of additional pickle ball courts, as it is good for all ages. She asked that Mayor and Council reach out to Mark Reed as he has done a great deal of research. Mayor Sessions thanked Ms. Jackson.

Monty Parks made a motion to approve the consent agenda. **Spec Hosti** seconded. Vote was unanimous to approve, 5-0.

Public Hearings

Minor Subdivision/Variance: Requesting two single family lots -109/111 Jones Ave -40003 13021-Zone R-2 -Thomas A. Smith III. George Shaw approached Mayor and Council. Mr. Shaw stated the petitioner originally purchased the property and would like to subdivide the parcel to the south side of the existing home. The lot to be created would be a non-conforming lot less than 60' wide. Staff recommended denial due to the Code and Planning Commission recommended approval, 5-0. Mayor pro tem Brown confirmed the property is R-2. Mr. Smith approached Mayor and Council and asked for favorable consideration. Julie Livingston approached Mayor and Council. Ms. Livingston stated housing is her passion and as this property would become a long-term rental she would ask for favorable consideration from Mayor and Council. Beau Livingston approached Mayor and Council. Mr. Livingston asked Mayor and Council to vote in favor of this request. **Barry Brown** made a motion to approve the minor subdivision and variance requests. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

Council, Officials and City Attorney Considerations and Comments

Barry Brown asked for an update on the **Volleyball/Pickleball Court** locations in Memorial Park. Mayor Sessions asked Mayor pro tem Brown to meet with Michelle Owen, Acting City Manager for an update as there is an interest. Mayor pro tem Brown then broached the subject of the **multi-purpose building** as he would like an update on that as well. Michelle Owen stated Mr. Gulbranson has been working toward a resolution as to pickleball courts. He is also working on recommendations for a multi-purpose building. Ms. Owens stated she will add this to the agenda for the September 28, 2023 council meeting for a presentation.

Spec Hosti made a motion to adjourn to executive session to discuss real estate, personnel and litigation. **Nancy DeVetter** seconded. Vote was unanimous to approve, 5-0.

Spec Hosti made a motion to return to regular session. **Monty Parks** seconded. Vote was unanimous to approve 5-0.

Spec Hosti made a motion to adjourn. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

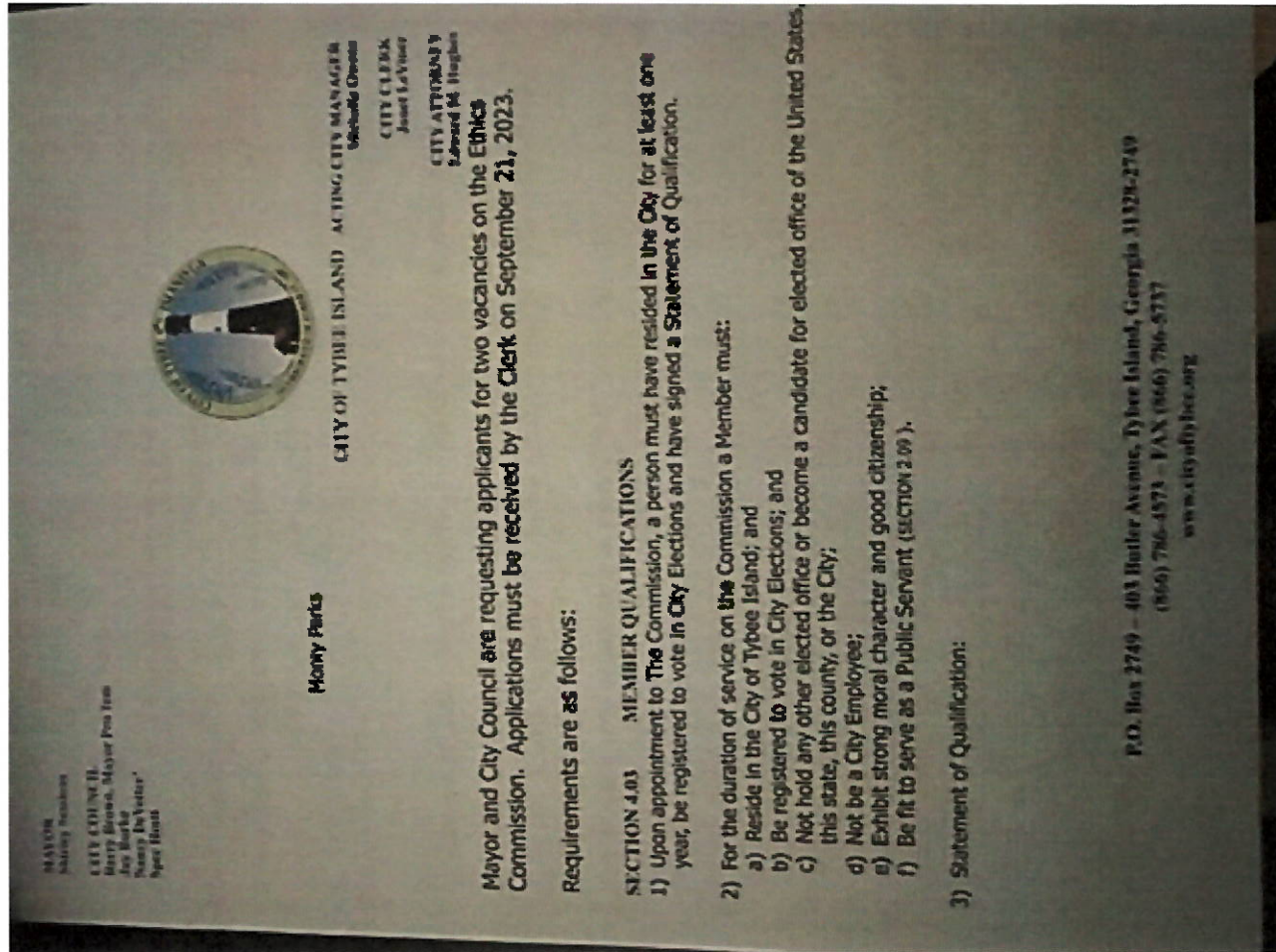
Meeting adjourned at 8:45PM

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

4. Nancy Frankenhauser: Consideration for Ethics Commission (Incumbent)

From: Nancy Frankenhauser <franknane@yahoo.com>
Sent: Tuesday, September 19, 2023 3:00 PM
To: Jan LeViner
Subject: Ethics Committee



STATEMENT OF QUALIFICATION: I, Christy Elizabeth Lewis, have entered my name on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Tybee Code Section 4.03. I have resided in the City of Tybee Island for at least one year. I am registered to vote in City elections. I do not hold elected City office. I am not a candidate for elected office of the United States, the state, the county, or the City. I am fit to serve as a Public Servant of the City of Tybee Island.

Signed Christy Elizabeth Lewis Date 2/19/12

Email Address christylewis@tybeecity.com Phone 912.657.7109
Address 14 Haverhill Road Tybee Island, Ga 31328

- 4) Statements of Qualification are to be retained by the Clerk of Council as official City records.
 - 5) As a member of a City Agency having semi-judicial (sections 11) function, a person is to take an oath of office before each term of service as a Commission member. The Mayor is to administer the oath. A written representation of the oath is to be signed by the appointee and retained by the Clerk of Council as an official City record.
 - 6) If Member becomes disqualified, he or she must resign from the Commission.
- Please bring your resumes or letter of interest to Jan LeViner, Clerk of Council, Mayor and Council will appoint new members at a city council meet after receiving application(s).**

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Sent from my iPhone

File Attachments for Item:

6. Mariah Hay: Consideration for Ethic Commission

MAYOR
Shirley Sessions

CITY COUNCIL
Barry Brown, Mayor Pro Tem
Jay Burke
Nancy DeVetter?
Spec Hosti
Monty Parks



CITY MANAGER
Shawn Gillen

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Mayor and City Council are requesting applicants for two vacancies on the Ethics Commission. Applications must be received by the Clerk on September 21, 2023..

Requirements are as follows:

SECTION 4.03 MEMBER QUALIFICATIONS

- 1) Upon appointment to The Commission, a person must have resided in the City for at least one year, be registered to vote in City Elections and have signed a Statement of Qualification.
- 2) For the duration of service on the Commission a Member must:
 - a) Reside in the City of Tybee Island; and
 - b) Be registered to vote in City Elections; and
 - c) Not hold any other elected office or become a candidate for elected office of the United States, this state, this county, or the City;
 - d) Not be a City Employee;
 - e) Exhibit strong moral character and good citizenship;
 - f) Be fit to serve as a Public Servant {SECTION 2.09 }.
- 3) Statement of Qualification:

STATEMENT OF QUALIFICATION: I, Mariah Hay, have interest in serving on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Ethics Code Section: 4.03. I have resided in the City of Tybee Island for at least one year. I am registered to vote in City elections. I do not hold elected City office. I am not a candidate for elected office of the United States, this state, this county, or this City I am fit to serve as a Public Servant of the City of Tybee Island.
Signed M. Hay Date September 15, 2023

- 4) Statements of Qualification are to be retained by the Clerk of Council as official City records.

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- 5) As a member of a City Agency having semi-judicial {SECTION 3.12} function, a person is to take an oath of office before each term of service as a Commission member. The Mayor is to administer the oath. A written representation of the oath is to be signed by the appointee and retained by the Clerk of Council as an official City record.
- 6) If Member becomes disqualified, he or she must resign from the Commission.

Please bring your resume or letter of interest to Jan LeViner, Clerk of Council. Mayor and Council will appoint new members at a city council meet after receiving application(s).

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Mariah Hay

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mariahhay@gmail.com email

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(+01) 717.413.5213 mobile

1111 Laurel Ave
Tybee Island, GA 31328

September 15, 2023

*Jan Leviner, Clerk of Council
City of Tybee Island
403 Butler Ave
Tybee Island, GA 31328*

Dear Madam Mayor and City Council Members,

Thank you for considering me for the City of Tybee Island Ethics Commission. My partner and I moved to Tybee Island over three years ago, and since then I have sought opportunities to be of service to our community through civic engagement. When I heard that the council was seeking to fill appointments for the Ethics Commission I felt this would be a great fit based on my experience.

I have spent the last decade in leadership and executive positions within legacy and tech companies with duties that include crafting ethical policies and procedures, upholding ethical standards, and advising to remediate violations. This includes serving the needs of Pluralsight (an ed-tech software company with \$300M in revenue) pre and post IPO in May 2018. I am also a well-known and sought after speaker on tech ethics who has guest lectured at Harvard Business School, American Express, VMware, and Ford Motor Company on ethical practices.

In short, it would be an honor to contribute and use my expertise to serve our city in this capacity. If selected, you can count on me to prioritize these duties, provide sound and thoughtful guidance, and support the Mayor and City Council to the fullest extent of my ability.

Sincerely,

M. Hay

Mariah Hay

Mariah Hay

<https://www.linkedin.com/in/mariahhay> LinkedIn

mariahhay@gmail.com email

@mariahhay twitter

(+01) 717.413.5213 mobile

Summary

As a thought leader in digital product development and human-centered design, I enjoy building agile technology organizations that align around flow efficiency and place delivering value to the user at the center of everything they build. My experience with product and engineering teams serving high-level stakeholders reflects my personal goals of directing business through product design excellence from the ground up.

Professional Experiences

Deepgram

Advisor

June 2023 - Current

Skills Matter

Advising CXO

September 2021 - Current

Advisory Board

September 2020 - Current

Austin, TX

Help Scout

CXO (Chief Experience Officer), Executive Leadership Team

April 2021 - January 2023

Remote

Leads Global Engineering, Product, and Design (~40% of the current company) in the creation and maintenance of the Help Scout SaaS product portfolio, 20% conversion, 56 NPS and over 85K paying users.

Help Scout

VP of Product, Executive Leadership Team

May 2020 - April 2021

Remote

Executive leader over Product organization, collaborating on company direction for market acquisition and expansion, working with Sales and Marketing to build go to market motion, and partnering closely with

Design and Engineering to enable healthy cross functional teams who are strategically aligned to deliver continuous customer value and execute against company direction.

Pluralsight

SVP, Head of Practices

March 2019 - May 2020

Greater Salt Lake City Area

Leads Engineering, Product Management, Product Design, Data Science, Machine Learning, and Instructional Design, with a functional leadership teams and an organization of principal practitioners that govern and support how 11 business units and 50+ teams build product in a lean, secure, flow-efficient, human centered way. Designed and implemented the current org structure. Increased capacity to hire by 150% in the first quarter post reorg. Reduced onboarding time from 3 months to 3 weeks. Increased focus on delivering to strategic OKRs through team and leadership alignment.

Pluralsight

VP of Product

December 2015 - February 2019

Greater Salt Lake City Area

Lead the product-side integration of three acquired companies, growing the organization from 8 to nearly 40 cross-functional teams in three years, with revenue growth from 83M to 300M. Created product team hiring practices that increased gender and underrepresented minorities from 4% to 47%. Lead nine product areas with domestic and international teams with 2% attrition rate.

Savannah College of Art and Design

Professor of Design Management, Graduate Program

November 2011 - August 2016

Savannah, GA

Directed graduate coursework focused on interdisciplinary collaboration and the integration of tangible design thinking in all levels of strategy, planning and management. Driving innovation and communicating the role of design in business - key components in creating new enterprise, developing new products and stimulating the investor community - are at the core of graduate students' learning objectives. For course descriptions see "Academia" section of CV.

Universal Mind

Director of User Experience

December 2015 - February 2019

Greater Salt Lake City Area

Established a new office and digital development practice in Dallas. Built a core local team of cross-functional product and engineering professionals. Provide practice oversight and governance with a keen focus on project scope and execution. Lent thought leadership to internal structuring, team makeup, and role definitions. Contributed domain knowledge expertise in education, healthcare, and SAFe application to UX and innovation practices.

AMC Health

Director of User Experience

October 2014 - June 2015

Greater New York City Area

Built the product practice from the ground up, centered around Scale Agile (SAFe) in partnership with engineering. Implemented user centered design research practices that informed product development at the team, program and portfolio levels. Defined digital strategy for front end product design for web, tablet and mobile to meet commercial, government, and clinical trial needs. Implemented usability testing to ensure offering met and exceeded the needs of users including patients, nurses, doctors and other caregivers.

Vizient (formerly VHA)

Design Manager, Innovation Practices Group

October 2012 - November 2014

Dallas / Fort Worth Area

Drove identification of user insights through research based synthesis to develop concepts for new business offerings with a keen interest in transformational innovations 3-4 years out. Design and facilitate innovation workshops specifically tailored to engage and utilize multi-disciplinary groups during the concept, prototype, and pilot phases of our initiatives. Capture and communicate complex systems in written and visual documentation.

BFG Communications

Interactive Project Manager

March 2012 – September 2012

Savannah, GA

Managed conception to execution of interactive online and social media advertising programs. Oversaw all aspects of strategy, design, content, information architecture, UX, development, testing, QA, launch, and monitoring. Clarify deliverables, manage timelines and set resource expectations.

Kin Valley

Product Manager and Interaction Designer

August 2011 – February 2012

Savannah, GA

Drove user-centered interactive design to build a family friendly social-media that is informed by user research, iterative design, and game psychology. Worked with design and development to generate functional UX specifications, manage project timelines and product cycle. Strategized future product offerings, analyze product against user segmentation groups and administer asset testing for future target markets and product direction.

Savannah College of Art and Design

eLearning Course Development

September 2010 - December 2011

Savannah, GA

Developed course content for SCAD Master's level online Design Management Program, working with both the Design Management Department and the eLearning Department to understand the student user experience in an online environment, and create content that parallels the on-ground course experience specifically tailored for eLearning. For course descriptions see "Academia" section of CV.

Savannah College of Art and Design**Graduate Academic Advisor**

September 2010 – August 2011

Savannah, GA

Provided cohesion to the academic progress of graduate students, making judgments regarding educational path and coursework selection. Provided guidance in financial and academic decision making.

Savannah College of Art and Design**Coordinator of Graduate Activities**

April 2009 – August 2010

Savannah, GA

Managed the Distinguished Faculty Program and serve as the Fulbright liaison officer for the university. Coordinate academic and nonacademic activities specifically tailored for graduate students. Recruited prominent visiting professors to hold workshops, seminars, small group discussions, lectures, exhibitions or other activities that would give graduate students exposure to world-class talent, networking or career opportunities, and to academic topics.

Briggs & Riley**Product Development Coordinator**

November 2007 – January 2009

Greater New York City Area

Drove physical product development design and manufacturing, with both soft and hard goods. Conducted contextual research, developed concepts and drove production domestically and in Asia. Managed product timelines, roadmaps, status reports, project calendar and sample reports. Compiled, tracked and communicated results from product line reviews including end of life replacements, running changes, revisions and PO Start Dates. Coordinated with overseas agents, factories and suppliers to meet product introduction timelines. Developed and maintained a comprehensive specification book for every line. Compiled and tracked project costs and payment for tooling, molds and prototypes.

St. Joseph/Candler Hospital**Design Research Lead**

August 2006 – March 2007

Savannah, GA

Lead a design and research team with Savannah College of Art and Design to understand and redesign the patient experience in the Day Surgery Unit for St. Joseph/Candler.

Georgia Regional Hospital at Savannah**Director of Communications**

February 2005 – November 2007

Savannah, GA

Directed the Communications Department, Volunteer Services, and the hospital donations center. Worked with Savannah College of Art and Design to lead two separate clinical facilities re-design projects. Worked with teams of staff and graduate students, conducting extensive contextual research to re-design facilities

to better serve the needs of patients and staff. The facility re-design for Unit 6 was nominated by the Department of Human Resources for the State of Georgia with an “Innovative Healthcare Work” award.

Georgia Regional Hospital at Savannah

Communications Manager

September 2004 – January 2005

Savannah, GA

Supported the Communications Department, Volunteer Services, and the hospital donations center.

Education

Savannah College of Art and Design

Masters of Fine Art, Industrial Design (2009)

Design and Our Health: The Link Between Comfort, Aesthetics, and Healing, nominated as Outstanding Industrial Design Departmental Thesis

Graduated with Honors, Magna Cum Laude

College of Charleston

Bachelors of Art, Studio Art / Arts Management (2004)

Minor in Arts Management with an emphasis on non-profit business management

Fellowship Recipient

Graduated with Honors, Cum Laude

Camberwell College of Art, London Institute

Accredited Coursework Toward Awarded BA

15 Credit Hours

Millersville University

Accredited Coursework Toward Awarded BA

6 Credit Hours

Community

Co-Founder and Board Member, Product Hive (501c3)

September 2016 - January 2022

Greater Salt Lake City Area

Industry Board Member, Women Tech Council

July 2017 - May 2020

Greater Salt Lake City Area

Organizer and Salt Lake City Chapter Founder, Ladies that UX

February 2016 - Jan 2019

Greater Salt Lake City Area

Organizer and Dallas Chapter Founder, Ladies that UX

February 2016 - Jan 2019

Greater Dallas / Fort Worth Area

Dallas Host and Chapter Founder, Creative Mornings

August 2015 - January 2016

Greater Dallas / Fort Worth Area

Interaction Design Association (IxDA)

2012 - Current, Member

Industrial Design Society of America (IDSA)

2005 - 2014 Member

2013 - 2015 Board Nominations Committee Member

2014 IDSA International Conference Planning Committee Member

Select Honors

Excellence in Product Award, 2017

Women Tech Awards

<http://www.womentechcouncil.com/awards/mariah-hay/>

Fast Pitch Competition Winner in Faculty Category, 2011

Georgia Southern University, Center for Entrepreneurial Learning and Leadership

Scholarship Gala Scholarship Recipient, 2007

Savannah College of Art and Design

Nominee for Innovative Healthcare Work Award, Unit 6 Redesign Project, 2006

Department of Human Resources, State of Georgia

Presentations, Public Appearances and Publications

Select Presentations and Public Appearances

Keynote - "First Do No Harm: Ethics in Product Design"

GRIT Conference, Savannah, GA, January 2023

Workshop Facilitator - Leadership 101: How to Find and Maintain Healthy Teams

Front Workshop Conference, Salt Lake City, UT, November 2022

Keynote - “First Do No Harm: Ethics in Product Design”

VMware SHAPE, Remote, October 2022

Guest Lecturer - Service Design Research Tactics

Savannah College of Art and Design, Remote, September 2022

Podcast Guest - Product Chats: Exploring Human-Centered Design With Mariah Hay of Help Scout

May, 2022

Apple:

<https://podcasts.apple.com/us/podcast/exploring-human-centered-design-with-mariah-hay-of/id1620907789?i=1000562225295>

Spotify: <https://open.spotify.com/episode/1QNZtjTeafZAdyTnVhVgss>

Youtube: <https://www.youtube.com/watch?v=z0jYppRToQ8>

Podcast Page: <https://productchats.canny.io/exploring-human-centered-design/>

Podcast Guest - #2Inspire: Building and Growing Digital Product

May, 2022

<https://bit.ly/3KA8Rmf>

Podcast Guest - Without a Roadmap: Mariah Hay, Chief Experience Officer at Helpscout

September, 2021

<https://podcasts.apple.com/us/podcast/mariah-hay-chief-experience-officer-at-help-scout/id1503231746?i=1000533979212>

Broadcast - People of Product: Placing Humans Back at The Center of Design //Ep.77

March, 2021

<https://www.crema.us/people-of-product/77>

Guest Lecturer - Ethics in Digital Product Design

Harvard Business School, Remote, February 2021

Broadcast - Churn FM: Support-Driven Growth to Increase Retention //Ep.97

February, 2021

<https://www.churn.fm/episode/how-help-scout-uses-support-driven-growth-to-increase-retention>

Speaker - “First Do No Harm: Ethics in Product Design”

Spotlight UX, FITC, Remote, December 2020

Special Guest - Women’s Leadership Camp

Bureau of Digital, Remote, November 2020

Speaker - “Without Trust, You Cannot Lead”

Bureau of Digital, Remote, September 2020

Broadcast - Designed Today: Organizational Design - From 150 to 600 //Ep. 77

June, 2020

 https://lnkd.in/e_yqgKH

 <https://lnkd.in/eCeQnhp>

 <https://lnkd.in/eYCDWai>

Broadcast - Pluralsight All Hands on Tech: 005 - Why Human Centered Design Matters,

December, 2019

<https://www.pluralsight.com/blog/software-development/podcast-005-why-human-centered-design>

Keynote - “First Do No Harm: Ethics in Product Design”

Design Leadership Days, Seattle, WA, September 2019

Guest Lecturer - Eliminating Bias in Customer Interviews

Harvard Business School, Cambridge, MA, September 2019

Mainstage Presenter - Interview with Google Cloud’s Jason Martin

Pluralsight Live, Salt Lake City, UT, August 2019

Keynote - “Using UX to Your Advantage”

HDI Brazil, Sao Paulo, May 2019

Panel Leader - “The CTO of the Future”

Silicone Slopes Tech Summit, Salt Lake City, UT, Jan 2019

Keynote - “First Do No Harm: Ethics in Product Design”

Revolve, Charleston, SC, November 2018

Guest Lecturer - Eliminating Bias in Customer Interviews

Harvard Business School, Cambridge, MA, September 2018

Speaker and Panelist - “First Do No Harm: Ethics in Product Design”

Enterprise UX, San Francisco, June 2018

Speaker - “First Do No Harm: Ethics in Product Design”

Mind The Product, San Francisco, June 2018

<https://www.mindtheproduct.com/first-do-no-harm-by-mariah-hay/>

Broadcast - Aurelius Podcast: Episode 19 with Mariah Hay,

Working with Developers, User Research and Doing UX at Scale. May 2018

<https://blog.aureliuslab.com/2018/05/03/mariah-hay-enterprise-ux-and-user-research-with-developers/>

Workshop Facilitator - Leadership 101: How to Find and Maintain Healthy Teams

Front Workshop Conference, Park City, UT, January 2018

Speaker - “Using UX to Your Advantage”

Fusion Day, Charlotte, NC, Dec 2017

Broadcast - UX and Design Leadership: Inside the Big Design Studio with Mariah Hay

Project UX. October 2017

<https://www.projectux.tv/videos/ux-and-design-leadership-inside-the-big-design-studio-with-mariah-hay>

Speaker - “SaaS Content: How Content Becomes the Competitive Advantage for SaaS”

Dallas Big (D)esign, Dallas, September 2017

Speaker, “The PM Misconception: Why Everyone and No One is Prepared to Manage Product”

Web Unleashed, Toronto, September 2017

Keynote, “The PM Misconception: Why Everyone and No One is Prepared to Manage Product”

Front, Salt Lake City, UT, May 2017

Speaker - “Help Wanted: How to Find the Right Experience Job”

Utah Design Week, UXPA Speaker Series, October 2016

Speaker - “Help Wanted: Using UX to Your Advantage”

Web Unleashed, Toronto, September 2016

Day 2 Opening Speaker

Front Conference, Salt Lake City, UT, May 2016

Speaker - “Confusing UX with UI Can Cost You”

Converge SE, Charlotte, NC, April 2016

Panelist - Startup Bus

Salt Lake City, UT, April 2016

Workshop Instructor - “Wireframes; Designing Software Without Code”

Utah Design Week, UXPA Speaker Series, December 2015

Speaker - “Confusing UX with UI Can Cost You”

Fusion Day (Formerly Blend Conference), Charlotte, NC, September 2015

Speaker - “Help Wanted: How to Find the Right Experience Job”

Dallas Big (D)esign Conference, September 2015

Guest Lecturer - “Confusing UX with UI Can Cost You”

Matrix Resources, Dallas Texas, June 2015

Workshop Instructor - “Bringing Innovation into the Pharmacy”

VHA Pacific Northwest Pharmacy Fall Conference, Portland, OR, September 2012

Guest Lecturer - Design and our Health, Presentation of Thesis

Collaborative Innovation Networks Conference (COINS), Basil, Switzerland, September 2011

Speaker - “Opportunities in Medical Design”

International Titanium Association Annual Conference, Orlando, October 2010

Private Presentation - A Model for Patient Centered Care: Redesigning the Day Surgery Experience

SCAD President’s Board of Visitors, Savannah, GA, March 2007

Publications - Academic Papers

Hay, Mariah Ruth, MFA Industrial Design Thesis. Design and Our Health: The Link Between Comfort, Aesthetics and Healing

2009 (Supervised by Professor Robert Fee, Professor Peter Fossick, and Brian Stonecipher).

Academia

Theses and Projects Supervised

Wells, Elysia Celeste, MFA Design Management Thesis.

From Deep Space to Blue Sky: Using Science Fiction to Inspire Decision Makers and to Help Facilitate Innovation, 2013 (Supervised jointly with Professor Robert Fee and Professor Christine Miller, Ph.D.).

Kuhn, Artie, MFA Interactive Design and Game Development Thesis.

The Information is the Interface: Leveraging Data Visualization to Transform User Experience, 2013 (Supervised jointly with Department Chair SuAnne Fu and Professor Christopher Morgan).

Rhodes, Kirk, MFA Graphic Design Thesis.

Design Thinking for Educators: Using design thinking in the K-12 setting to teach critical thinking skills, 2014.

Classes Developed and Taught at the Savannah College of Art and Design

SDES 704 OL Applied Theory in Design

Developed and Taught

Graduate-level design thinking and the management of ideas are the cornerstones of reducing theory to inform practice within organizations. Through a series of presentations, discussions and exemplar projects, students explore current design practices and the role of theory that informs and guides the management of the design process. Project management topics include preparation of comprehensive design briefs, strategic mapping of the design process and contingency planning of the project throughout its execution.

DMGT 720 OL Design Innovation Development and Marketing Strategies

Contributor

This course presents the principles of project planning and implementation critical to forming a profitable, successful new business entity. Business plan development, technology transfer, offshore sourcing, and alliances with partners and suppliers are integrated into the student's design skill set toward the end of achieving innovation in the marketplace. Moreover, projects undertaken in this course teaches the student to develop original design concepts into commercially marketed and sold products, communications, environments or services.

DMGT 732 OL Facilitating Creative Thinking

Taught

Successful design managers need to be able to create the conditions for creative thinking and innovation within an organization composed of a wide variety of professionals, most of whom are not familiar with design thinking. This course prepares students to lead teams in the envisioning of new ideas and solutions by developing skills in framing, imaging and group interaction as they apply the process of design conceptualization outside of the familiar domain of studio skills. In a series of simulations and group exercises, the students acquire experience in idea facilitation through working successfully with non-design people in a creative mode.

File Attachments for Item:

7. Dee Matkowski: Consideration for Ethics Commission

MAYOR
Shirley Sessions



ACTING CITY MANAGER
Michelle Owens

CITY COUNCIL
Barry Brown, Mayor Pro Tem
Jay Burke
Nancy DeVetter'
Spec Hosti
Monty Parks

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Mayor and City Council are requesting applicants for two vacancies on the Ethics Commission. Applications must be received by the Clerk on January 20, 2022.

Requirements are as follows:

SECTION 4.03 MEMBER QUALIFICATIONS

- 1) Upon appointment to The Commission, a person must have resided in the City for at least one year, be registered to vote in City Elections and have signed a Statement of Qualification.
- 2) For the duration of service on the Commission a Member must:
 - a) Reside in the City of Tybee Island; and
 - b) Be registered to vote in City Elections; and
 - c) Not hold any other elected office or become a candidate for elected office of the United States, this state, this county, or the City;
 - d) Not be a City Employee;
 - e) Exhibit strong moral character and good citizenship;
 - f) Be fit to serve as a Public Servant {SECTION 2.09 }.
- 3) Statement of Qualification:

STATEMENT OF QUALIFICATION: I, Dee Malkowski, have interest in serving on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Ethics Code Section: 4.03.
I have resided in the City of Tybee Island for at least one year.
I am registered to vote in City elections.
I do not hold elected City office.
I am not a candidate for elected office of the United States, this state, this county, or this City
I am fit to serve as a Public Servant of the City of Tybee Island.

Signed: [Signature] Date 09/18/2023

Email Address: deemal2@gmail.com

Address: 20 Pulaski St

September 17, 2023

Dear Council,

I am interested in the vacant seat on the ethics commission.

I believe I would be an asset to the commission.

We have lived at 20 Pulaski for 3 years, we converted part of our home into a long term rental for an employee on Tybee Island. He has lived here for 2 years.

We do not own an STR, we do not own a business.

Thank you for your consideration.

**Dee Matkowski
20 Pulaski Street
deeemail2@gmail.com
330.312.2035**

A handwritten signature in black ink, appearing to be 'Dee Matkowski', written over a horizontal line.

File Attachments for Item:

9. Ruth Whitley Wilson: Consideration for Ethic Commission

16 September 2023

Jan LeViner
Clerk of City Council
Tybee Island, Georgia

Dear Ms. LeViner,

This is my letter of intent requesting the Mayor and City Council appoint me to the city Ethics Commission.

My working background is in nursing, beginning with a Bachelor of Nursing degree from Emory University. This course of study and subsequent career have at its core a belief in the value of all human life, requiring constant ethical decision-making to respect that.

Much of my career was devoted to research for medical device clinical trials which is founded on ethics and the treatment of human subjects.

In my personal life, as a parent of a son and daughter, it was important to me to teach them to respect others and in all their work to be mindful of be bound by ethical principles.

I participate actively in our community and hold its value in great esteem. I currently serve as a Member of the Board of the Tybee Island Marine Science Center, promoting education and preservation of our marine resources.

I have read the Ethics Ordinance and believe I have the ability to render advice to Mayor and City Council as needed in a thoughtful and unbiased manner. I believe I exhibit the moral character required for this position. I have no conflicts of interest in holding any other position that might interfere with presenting fair and valid opinions. I am a full-time voting resident of Tybee Island, GA and meet all other qualifications for this position.

I respectfully request your consideration of my request to be appointed to the Ethics Commission.

Sincerely,

Ruthie Wilson

1304 Venetian Drive
Tybee Island, Georgia 31328

MAYOR
Shirley Sessions

CITY COUNCIL
Barry Brown, Mayor Pro Tem
Jay Burke
Nancy DeVetter'
Spec Hosti
Monty Parks



CITY MANAGER
Shawn Gillen

CITY CLERK
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Mayor and City Council are requesting applicants for two vacancies on the Ethics Commission. Applications must be received by the Clerk on September 21, 2023..

Requirements are as follows:

SECTION 4.03 MEMBER QUALIFICATIONS

- 1) Upon appointment to The Commission, a person must have resided in the City for at least one year, be registered to vote in City Elections and have signed a Statement of Qualification.
- 2) For the duration of service on the Commission a Member must:
 - a) Reside in the City of Tybee Island; and
 - b) Be registered to vote in City Elections; and
 - c) Not hold any other elected office or become a candidate for elected office of the United States, this state, this county, or the City;
 - d) Not be a City Employee;
 - e) Exhibit strong moral character and good citizenship;
 - f) Be fit to serve as a Public Servant {SECTION 2.09 }.
- 3) Statement of Qualification:

STATEMENT OF QUALIFICATION: I, Ruthie Wilson, have interest in serving on the Tybee Island Ethics Commission. I meet the qualifications set forth in the Ethics Code Section: 4.03.
I have resided in the City of Tybee Island for at least one year.
I am registered to vote in City elections.
I do not hold elected City office.
I am not a candidate for elected office of the United States, this state, this county, or this City
I am fit to serve as a Public Servant of the City of Tybee Island.

Signed Ruthie Wilson Date 16 SEP 2023

Email Address: wilsonruthw@gmail.com

Address: 1304 Venetian Drive, Tybee Island, GA 31328

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

- 4) Statements of Qualification are to be retained by the Clerk of Council as official City records.
- 5) As a member of a City Agency having semi-judicial {SECTION 3.12} function, a person is to take an oath of office before each term of service as a Commission member. The Mayor is to administer the oath. A written representation of the oath is to be signed by the appointee and retained by the Clerk of Council as an official City record.
- 6) If Member becomes disqualified, he or she must resign from the Commission.

Please bring your resume or letter of interest to Jan LeViner, Clerk of Council. Mayor and Council will appoint new members at a city council meet after receiving application(s).

File Attachments for Item:

11. William Moseley: GMA Adoption Agreement Discussion

MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown
Wanda Doyle
Bill Garbett
Julie Livingston
John Major
Monty Parks



CITY MANAGER
Diane Schleicher

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

City Council Agenda Item Request

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

Council Meeting Date for Request: 9/14/2023

Item: Discussion of GMA adoption agreement change for elected officials

Explanation: Discuss change to adoption agreement with GMA to allow retired employee to serve in elected position and continue to draw previous retirement through GMA.

Budget Line Item Number (if applicable): _____

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

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

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

NOTE: Request will be postponed if necessary information is not provided.

Submitted by: William Moseley

Phone / Email: (912)341-5033 wbmoseley3@gmail.com

Comments: _____

Date given to Clerk of Council _____

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



File Attachments for Item:

12. Renewal of Debris Removal Contract: Crowder Gulf

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

September 8, 2023

Chief Jeremy Kendrick
Fire Department
City of Tybee Island
512 Jones Avenue
Tybee Island, GA 31328

via email: Jeremy.kendrick@cityoftybee.org

Re: Contract Renewal for Disaster Debris Recovery Services

Dear Chief Kendrick:

CrowderGulf has been providing the City of Tybee Island a standby contract for Disaster Debris Recovery Services. The term of the Contract shall be through December 31, 2023. The Contract will be subject to automatic annual renewals for up to two (2) one (1) year periods if no notice is provided by the City up to six months prior to the term end.

If the City of Tybee Island is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of December 31, 2024.

We appreciate the opportunity to renew this contract and stand ready to respond in the event the community of the City of Tybee Island requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at our Disaster Administration Office (DAO), 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Tybee Island, GA

Signature

Name/Title

Date



Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

**Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com**

Ashley Ramsay-Naile
President
646-872-1548 Cell
jramsay@crowdergulf.com

Reid Loper
Vice President
678-477-3755 Cell
rloper@crowdergulf.com

Barrett Holmes
Regional Director
864-569-6611 Cell
bholmes@crowdergulf.com

Barton Holmes
Regional Manager
864-906-1671 Cell
barton@crowdergulf.com

File Attachments for Item:

13. Purchase of Christmas Decorations. Funding for these decorations is in the approved City of Tybee Island's FY2024 budget, adopted June 22, 2023. The budget item for Holiday Decorations Replacements was \$150,000.00 and was a Capital Purchase under the account number 350-1110-54-2500, itemized list of Capital Requests.



355 Park Avenue
 Youngsville, NC 27596
 (800) 332-6798 Fax (919) 954-0203
www.moscadesign.com

Proposal

Date 5/3/2023
 Quote # SH-50323-A1
 Cust ID TYBEE ISLAND GA
 Exp. Date 7/2/2023
 Sales Rep: Sam Hardwick

Proposal For:
 Cassidi Kendrick
City of Tybee Island
 P.O. Box 2749
 Tybee Island, GA 31328
 (912) 472-5080
Email:

Ship To Address:
City of Tybee Island
 ATTN: Cassidi Kendrick

cassidi.kendrick@cityoftybee.org

PO Number	Ship Date	Ship Via	F.O.B	Terms
	ASAP	Best Way	Origin	Net 20 Days

QTY		Unit Price	Amount
1	Mosca Design Neptune in Nautalus Display. #SSCS-3. Size: 14' X 15'. Includes 739 C-7 LED Lights (Colors TBD), Marine Upgrade, and all assembly hardware. Current Retail: \$15,614.50. Price without Marine Upgrade: \$12,500.90	\$ 12,803.89	\$ 12,803.89
3	Mosca Design Seahorse for above Chariot. #SSCS-24. Size: 5.5' X 9' Each Includes 155 C-7 LED Lights (Colors TBD), Marine Upgrade, and all hardware. Current Retail: \$1,689.50. Price without Marine Upgrade: \$1,321.84 Each	\$ 1,385.39	\$ 4,156.17
1	Mosca Design Galleon Display. #SSCS-16. Size: 26' X 20'. Includes 935 C-7 LED Lights (Colors TBD), Marine Upgrade, and all assembly hardware. Current Retail: \$24,973.50. Price without Marine Upgrade: \$20,094.92	\$ 20,478.27	\$ 20,478.27
1	Mosca Design Lighthouse Display. #SSCS-12. Size: 22' X 30.5'. Includes 815 C-7 LED Lights (Colors TBD), Marine Upgrade, and all assembly hardware. Current Retail: \$22,308.50. Price without Marine Upgrade: \$17,958.82	\$ 18,292.97	\$ 18,292.97
13	Mosca Design Winter Swag Skylines. #WSSL-1. Size: 17' X 2.5' Each. Includes Cool White LED Mini Lights, and all assembly hardware.	\$ 1,411.00	\$ 18,343.00

All orders paid with a credit card will include a 3.5% Bank Service Fee added to the final bill.

Notes:	Sub Total	\$ 74,074.30
Continued on Page Two Any Shipping Costs shown above are estimates only. Actual Shipping Costs will be added to your invoice.	Est Shipping Cost	
	6.75% Sales Tax	
	Grand Total:	
	Total If Paid By Credit Card:	

Accepted By:

By signing above, purchaser agrees to all terms and conditions, and authorizes Mosca Design, Inc. to place order accordingly.

THANK YOU FOR YOUR BUSINESS



City of Tybee Island

Memorandum

To: City of Tybee Island Council Members
From: Cassidi Kendrick, Main Street/Downtown Development Director
Date: September 18, 2023
Re: Purchase of Christmas Decorations

Background

In the FY2024 City of Tybee Island approved budget, the Main Street Program budgeted for replacement and purchase of new Christmas Decorations to replace existing light displays and swags. The new decorations were shown to council during the budget workshops and will follow the nautical theme.

Overview

Main Street researched several companies that make custom Christmas light displays and is recommending an order from Mosca Design as a sole source. They are the only company with the displays the Board is seeking and they can be fully customized to our local branding and color schemes. The quote is attached to this memorandum.

The City will also be selling old Christmas displays on GovDeals to recoup some of the costs of the new light displays.

Summary

Funding for these decorations is in the approved City of Tybee Island's FY2024 budget, adopted June 22, 2023. The budget item for Holiday Decorations Replacements was \$150,000.00 and was a Capital Purchase under the account number 350-1110-54-2500, itemized list of Capital Requests.

Recommended Next Steps

Based on the customization ability of the decorations company, Mosca Design, I would recommend the purchase of the Holiday Decorations for \$124,576.46.

File Attachments for Item:

14. Jaime Spear: Proposed Changes to Certification and Education Incentive



City of Tybee Island
P.O. Box 2749 – 403 Butler Avenue, Tybee Island, GA 31328
(912)786-4573 – FAX (912) 786-5737

September 22, 2023

To: Mayor and Council

From: Jaime Spear, HR Director

Background: Certification and education incentives based on a percentage increase to an employee's pay for Police and Fire personnel was approved by Council in 2019.

We are proposing a change to the current plan. The proposed change is to move to a flat rate payout for each level of education and/or certification. This would be effective going forward from the date of approval. In addition this new plan would include the Water Sewer department and we would look at other department certifications on a case by case basis. The proposed breakdown is attached.

Action Items: Approve plan as proposed

Education and Certification/Licensure Incentives

Bachelor's Degree – \$500

Master's Degree - \$1000

Doctorate - \$1500

This is a one-time payment and the degree must be associated with the employee's current job description.

Certifications (all certifications must be associated with the employee's current job description)

Step 1 - \$500

- Fire: EMT-B
- Police: Intermediate and Advanced Certification
- Water Sewer: Water Distribution Operator, Class 3 Water Operator, Class 3 Wastewater Operator, Wastewater Collection System Operator

Step 2 - \$1000

- Fire: EMT I/A, Structural Fire Control Instructor, NPQ Fire Instructor II and/or GA Fire Inspector and Arson Certification
- Police: Instructor, Arson Investigation, and Accident Reconstruction Certifications
- Water Sewer: Water Laboratory Analyst, Wastewater Laboratory Analyst

Step 3 - \$1500

- Fire: Supervision Certification, Management Certification, Paramedic
- Police: Supervision Certification, Management Certification, Chief's School
- Water Sewer: Class 1 Water or Wastewater Operator, Class 2 Water or Wastewater Operator

File Attachments for Item:

15. Bubba Hughes: Contingent Settlement Proposal with City Manager

Shawn Gillen
605 2nd Ave.
Tybee Island, GA 30328
(404) 309-1788
shawn.gillen66@gmail.com

September 20, 2023

Dear Mayor and Councilmembers:

It is with great sadness that I submit my resignation from the position of city manager of Tybee Island, effective September 28, 2023. Six years ago, I was given the opportunity to live in one of the most beautiful places in the world and do a job I love. Unfortunately, due to circumstances with my health, I must step down and focus on recovery. This city is very fortunate to have elected officials and staff as dedicated as you are. Tybee is truly a special place, and my family and I look forward to many more years as residents.

Best wishes always,

A handwritten signature in blue ink, appearing to read 'Shawn Gillen', with a long horizontal flourish extending to the right.

Shawn Gillen

SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF CLAIMS

This Settlement Agreement and Full and Final Release of Claims (hereinafter referred to as "Agreement") is made and entered into this 20th day of September, 2023 between the Governing Authority of the City of Tybee Island ("City"), and Shawn Gillen ("Employee") (hereinafter referred to as "the Parties to this Agreement" or "Parties").

WITNESSETH:

WHEREAS, Employee, has been a City Manager for the City for six years; and

WHEREAS, Employee has tendered his resignation and the City accepts this resignation as of the date of this Agreement as provided above; and

WHEREAS, Employee is a participant in the City's GMEBS Defined Benefit Retirement Plan ("DB Plan"); and

WHEREAS, the City's DB Plan provides for Normal Retirement at age 65 with 5 years of Total Credited Service and for Early (reduced) Retirement at age 55 with 10 years of Total Credited Service; and

WHEREAS, Employee's years of service to the city are appreciated, the City desires to give the Employee additional Credited Service of five (5) years for the purposes of benefit calculation and satisfying the eligibility requirements for Early (reduced) Retirement eligibility at age 55.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein:

1. Recitals Incorporated: The Parties agree the Recitals set forth above are true and correct and are hereby incorporated into this Agreement as if set forth herein.
2. Severance Pay: The City will pay severance pay equal to 8 months of Employee's base pay which severance pay will be paid in two equal installments

of four months of base pay each. The first payment will be made on the effective date of this Agreement which will be the date following its approval by the City at a city council meeting and the second payment will be made thirty (30) days following the first payment. Severance pay is not permitted to be included in Employee's final average earnings for purposes of calculating Employee's retirement benefits.

3. Additional Credited Service: The City will fund and arrange for five (5) years of Credited Service to be added to Employee's Total Credited Service. This additional five (5) years of Total Credited Service is imputed service credit and will count for the purposes of satisfying the minimum service requirements for Early (reduced) Retirement eligibility (i.e., for satisfying the requirements of the attainment of age 55 and 10 years of Total Credited Service) and benefit calculation. The Employee's benefit amount will be computed using the applicable benefit formula in the Plan and the Employee's Total Credited Service under the Plan, *including* the five (5) years of imputed Credited Service granted pursuant to this Agreement.

The Employee will not receive compensation associated with the additional five (5) years of imputed Credited Service he is being given pursuant to this Agreement. Earnings used to calculate Employee's Final Average Earnings under the Plan will be based on Employee's Earnings, as defined under the City's Plan, with the City as of his Termination Date. Employee's retirement benefits under the City's Plan will be subject to any applicable reduction under the Plan, including but not limited to reductions to account for commencing Early, as opposed to Normal, Retirement and a reduction to account for the retirement benefit option (i.e., Option B or Option C) elected by Employee.

4. Health Insurance Coverage: The City agrees to pay to Employee a total of \$9,600.00 in connection with him securing health insurance coverage on his wife's or any other policy. This payment will be paid in two installments of \$4,800.00 each, with the first payment due with the effective date of this Agreement which will be the date following its approval by the City at a city council meeting and the second payment within 30 days of the first payment. These payments will not be included in Employee's final average earnings for the purpose of calculating Employee's retirement benefits.

5. City-Issued Computers: Employee may keep his City-issued lap top and Microsoft Surface Computer provided Employee provides a written statement that no City data or programs are downloaded onto the lap top or Microsoft Surface Computer.

6. Employee References/Resignation: The City will provide a neutral reference, i.e., confirming dates of employment and reason for resigning. The City agrees to a joint press release stating that employee has resigned for health reasons. The City accepts the resignation of Employee on the effective date of this Agreement as provided above.

7. Full and Final Release and Waiver: For and in consideration of the City's grant of imputed service credit as described above, and the agreement with regard to the severance pay Employee and funds providing Employee's ability to secure health insurance, Employee for himself and his heirs, administrators, executors, successors, does hereby fully release, remise, acquit and forever discharge the City and its respective insurers, officers, directors, shareholders, agents, servants, successors, heirs, administrators, executors, attorneys, elected and appointed officials and assigns from any and all past, present or future claims relating to this matter, known and unknown, which Employee ever had, now has or which may hereafter accrue or otherwise be acquired, arising out of or relating in any way to the Employee's employment with the City, including without limitation, any and all claims against the City. The effect of this paragraph of the Agreement is intended to be a general release and waiver of all past, present or future claims, known and unknown, and specifically any claims under the Family Medical Leave Act, the Americans With Disabilities Act, Age Discrimination in Employment Act, and Worker's Compensation claims, which have arisen or are now arising or may hereafter arise related to the City and its officers, directors, shareholders, servants, successors, heirs, administrators, executors, insurers, attorneys, agents, elected and appointed officials and assigns. No claims, whether known or unknown or suspected or unsuspected, are reserved by Employee, for himself or anyone who might claim by or through Employee. Employee expressly waives any and all defenses, rights and benefits which Employee may have or which may be derived from the provisions of applicable law which might otherwise limit the scope or extent of this Agreement. Employee further agrees that any damages that have been or may be claimed are fully satisfied by the consideration provided in this Agreement.

Employee acknowledges he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act (“ADEA”), and that the consideration given for the waiver and releases in this Agreement is in addition to anything of value to which he is already entitled. Employee further acknowledges being advised, as required by the ADEA, that: (a) his waiver and release does not apply to any rights or claims that arise after the date he signs this Agreement; (b) he should consult with an attorney prior to signing this Agreement (although he may choose voluntarily not to do so); (c) he has twenty-one (21) days to consider this Agreement (although he may choose voluntarily to sign it sooner); (d) he has seven (7) days following the date of signing this Agreement to revoke this Agreement (in a written revocation sent to Human Resources); and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after Employee signs this Agreement provided he does not revoke it.

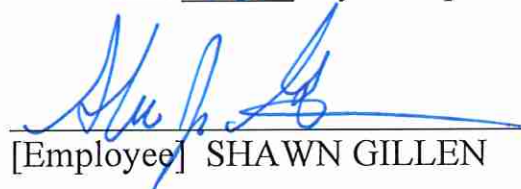
8. Sole and Entire Agreement: It is expressly understood and agreed that this is a full, final and complete settlement, mutual release, and waiver as to, and between, the Parties to this Agreement regarding Employee’s separation from employment, whether written or oral, have no binding or legal effect, and that the terms of this Agreement may not be amended orally.
9. No Further Civil Action: The Parties to this Agreement agree that they will not hereafter commence any civil action or make any claim against each other arising out of or related to the claims released herein.
10. Counterparts: This Agreement may be executed in one or more counterparts, provided each Party to this Agreement shall sign at least one counterpart, and all such counterparts together will constitute one agreement binding on both of the Parties to this Agreement, notwithstanding that both parties are not signatories to the same counterpart.
11. Severability: If any Paragraph or part of this agreement is found void or unenforceable, the remainder of the Agreement shall not be affected by such a finding.
12. Advice of Counsel: The undersigned warrant that they have read this Agreement and acknowledge that they have had the opportunity to consult with counsel of their choosing prior to execution, and affirm that no promise or

representation of any kind has been made by or on behalf of the Parties hereby released except as specifically set forth herein.

13. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Georgia.
14. Agreement, Construction and Interpretation: The Parties agree that if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against any particular Party. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of the plural, or the singular, as the case may be throughout this Agreement, shall be construed to give this Agreement a broader meaning and scope, rather than a narrower one.
15. Legally Binding Agreement: Employee understands and acknowledges: (A) this is a legally binding Agreement that includes a full release of claims; (B) that by signing this Agreement, he is hereafter barred from instituting claims against the City in the manner and to the extent set forth herein; and (C) that this Agreement is final.

WE HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS CONTAINED IN IT.

This 20th day of September, 2023.


[Employee] SHAWN GILLEN

This _____ day of September, 2023.

City of Tybee Island, Georgia

By: _____

Its: _____

Shawn Gillen
605 2nd Ave.
Tybee Island, GA 30328
(404) 309-1788
shawn.gillen66@gmail.com

September 20, 2023

Dear Mayor and Council:

I affirm that no city data or proprietary software currently resides on the two computers referred to in my separation agreement with the City of Tybee Island.



Shawn Gillen

File Attachments for Item:

18. Pickle Ball



EXISTING CONDITIONS

OPTION #1
09/19/2023



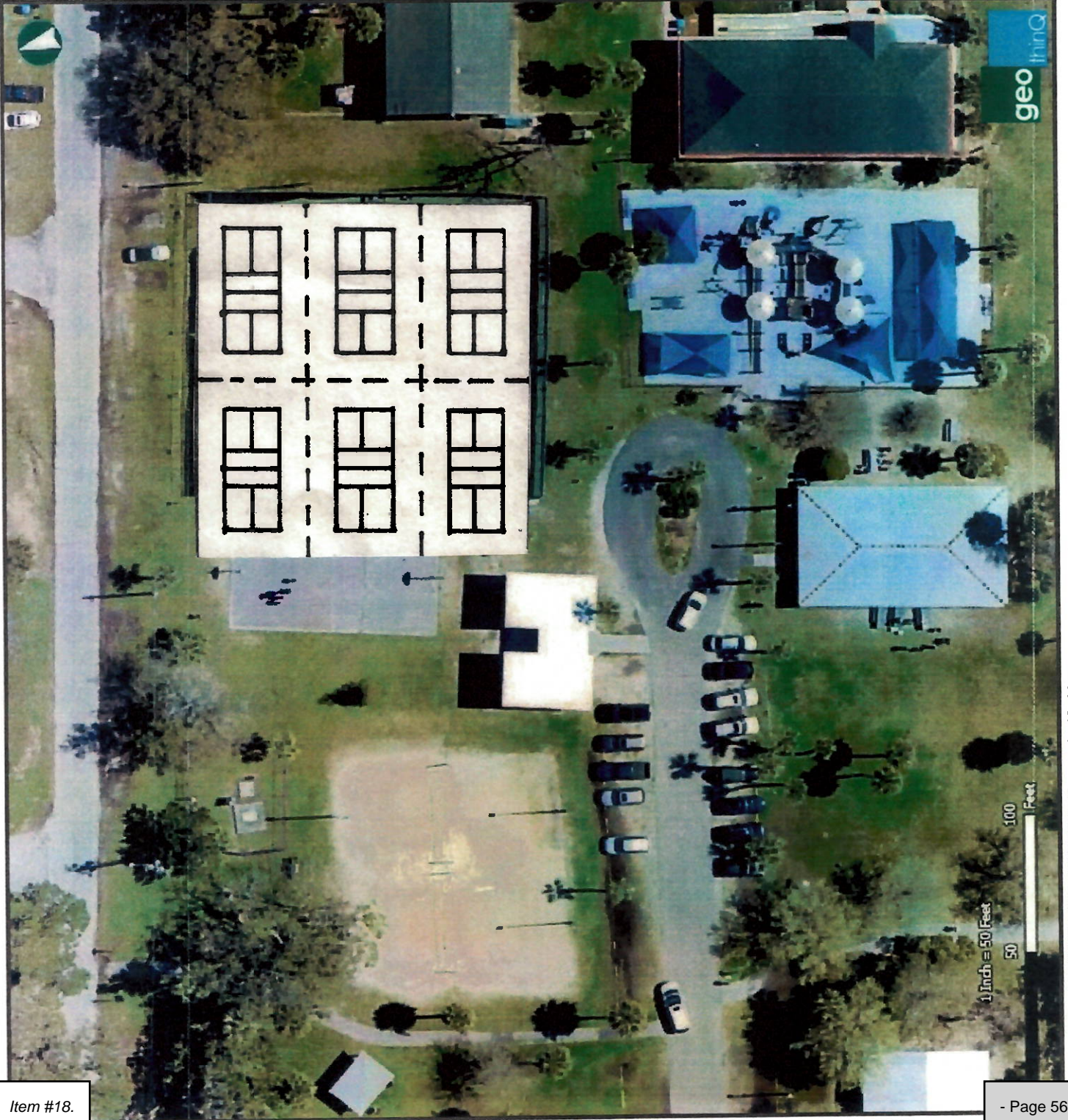
Parcels





PROPOSED PICKLE BALL COURTS

OPTION #1
09/19/2023

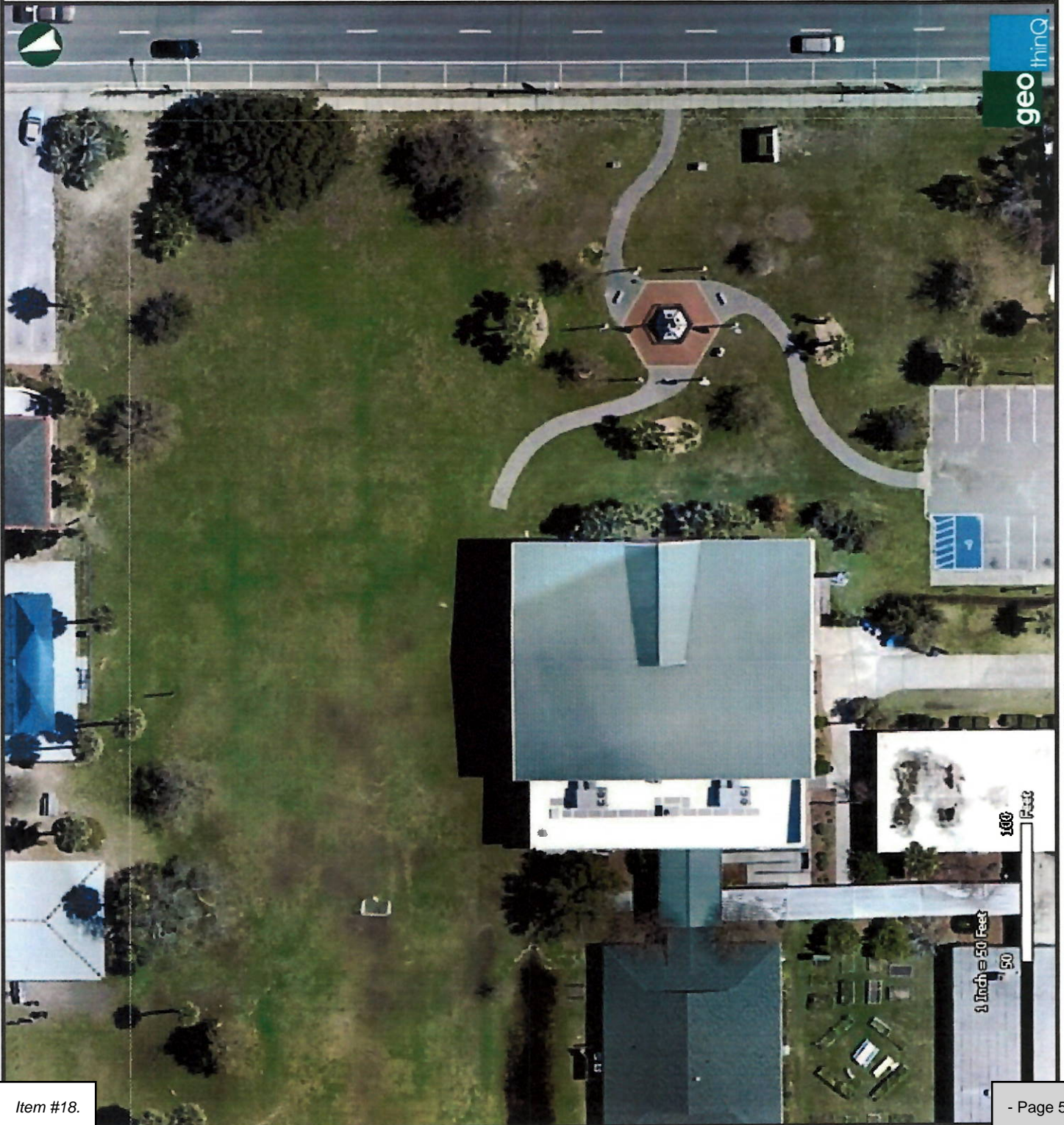




EXISTING CONDITIONS

OPTION #2
09/19/2023

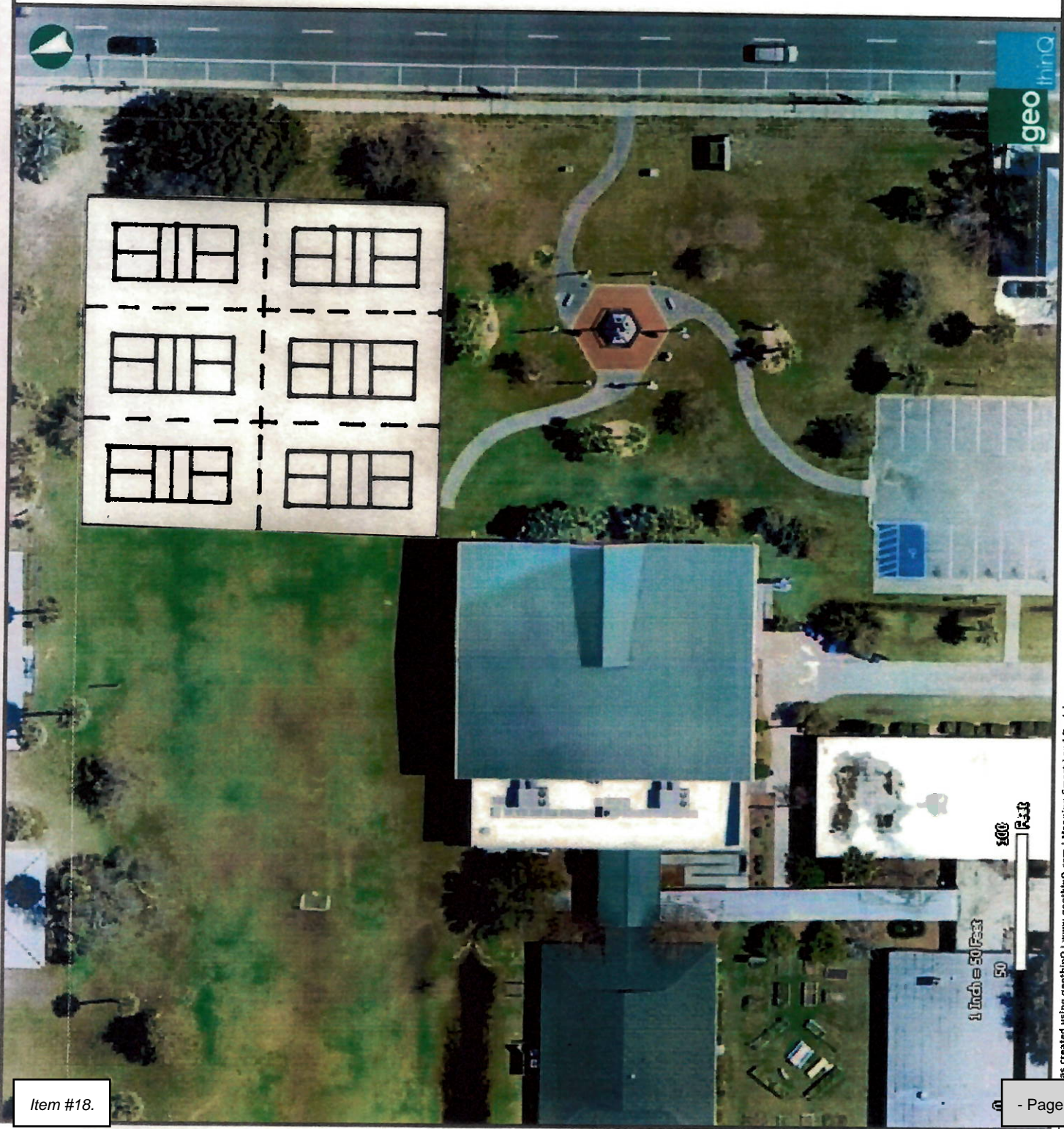
Parcels



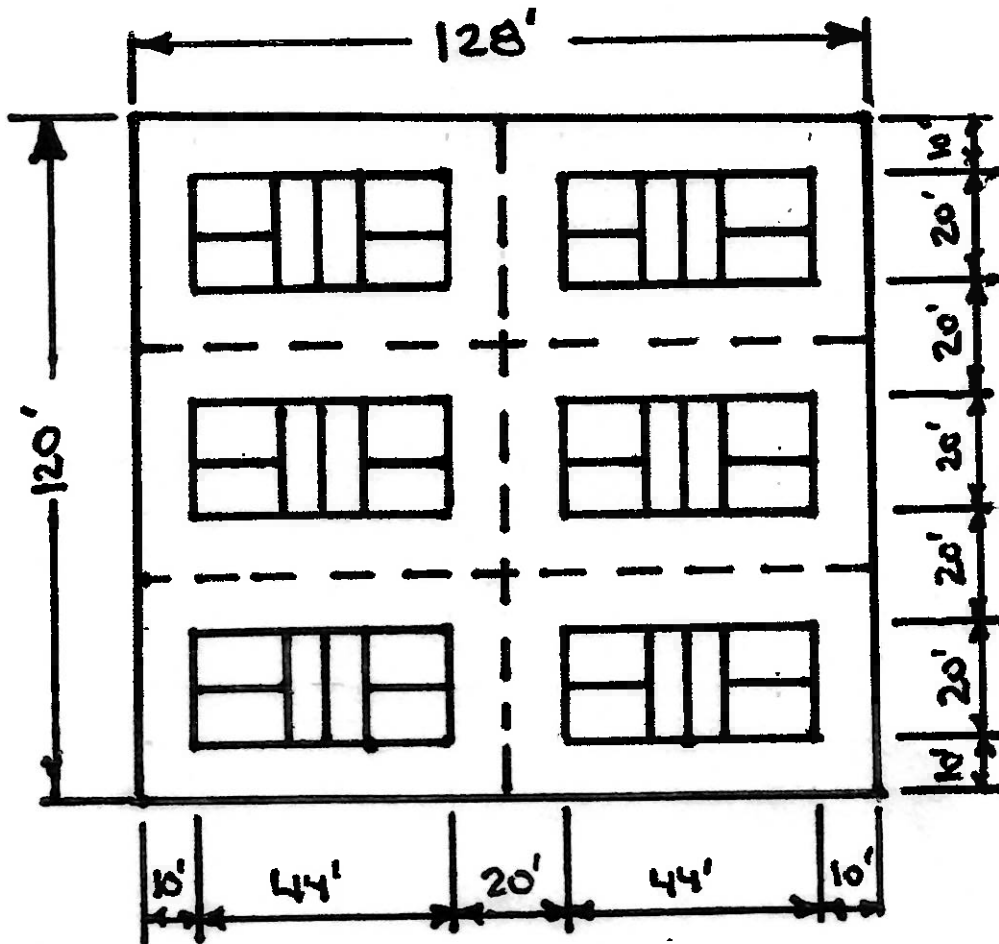


PROPOSED PICKLE BALL COURTS

OPTION #2
09/19/2023



PICKLE BALL COURT DIMENSIONS



**PICKLE BALL COURTS
PRO/CON BY OPTION**

OPTION #1: BUILD PICKLE BALL COURTS AT EXISTING TENNIS COURT LOCATION

PROS	CONS
Use existing surface and fencing, therefore minimal costs of repainting pickle ball courts	Existing tennis courts would need to be relocated and re-built
Court is already lighted	Existing basketball court would most likely need to be relocated
Near existing parking	Close to residents, potential noise complaints
Near bathrooms and potable water	
Existing Sand volleyball court would remain	

OPTION #2: BUILD PICKLE BALL COURTS NEAR WAR MEMORIAL

PROS	CONS
Existing tennis courts would remain	Loss of green area in Memorial Park
Existing sand volleyball courts would remain	Cost to build courts
Not close to residents, less noise complaints	Potential parking issues in Library parking lot
Near parking on Butler Avenue	
High visibility	
Near electricity for potential lights	

PICKLE BALL COMPLEX

ESTIMATED COSTS

DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
Furnish and Install, Pickle Ball Court Surface	1706 S.Y.	\$80/S.Y.	\$136,480
Furnish and Install, 8' High Fencing (9 Gauge)	480 L.F.	\$40/L.F.	\$19,200
Furnish and Install 4' Gates	2 Each	\$250 Each	\$500
Furnish and Install light poles and LED lights	1 Lump Sum	\$30,000	\$30,000
		Sub Total	\$186,180
		Contingency	\$18,620
		Estimated Total	\$204,800

File Attachments for Item:

20. Multi-Purpose Room



28 E 35TH ST
SAVANNAH, GA 31401
T 912.447.5665
F 912.447.8381
WWW.GREENLINEARCH.COM

UPGRADES TO AN EXISTING BUILDING
OLD ELEMENTARY SCHOOL
204 5TH STREET,
TYBEE ISLAND, GA 31328

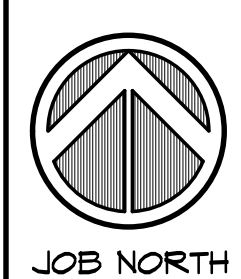
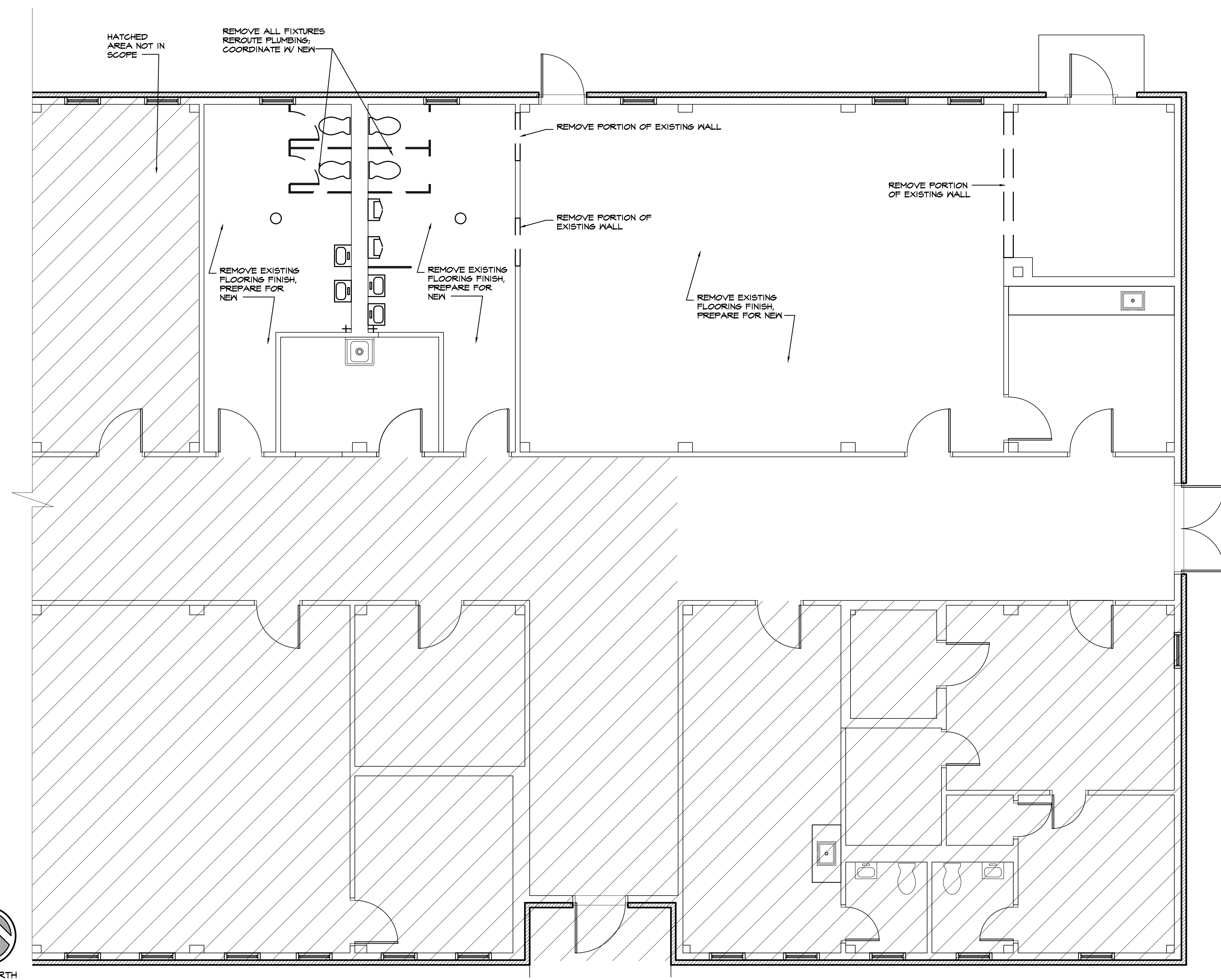
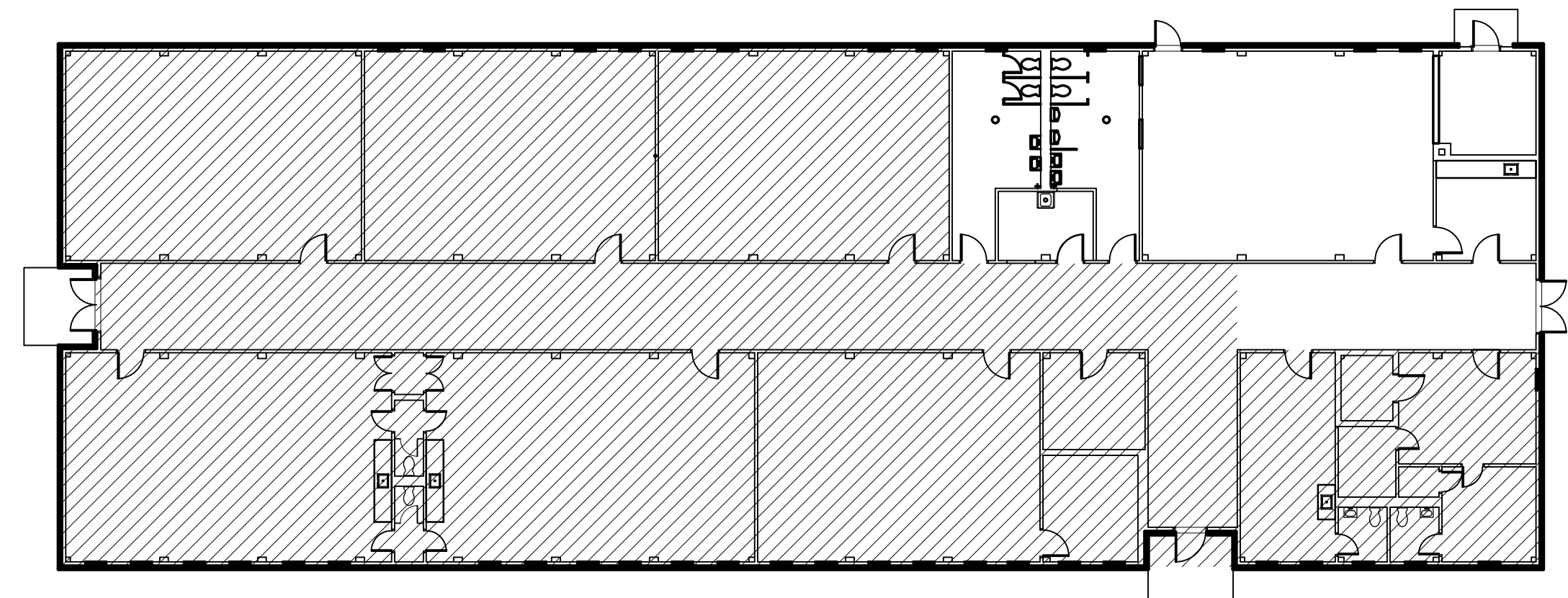
REVISIONS
**DEMOLITION
FLOOR PLAN**

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2. Scales as stated herein are valid on the original drawing only and are hereby changed in proportion to the difference in size between the print and the original drawing.
3. Do not scale dimensions from prints. Plans and details are not always drawn to scale. Use dimensions given or consult the architect for further clarification.

NOT FOR CONSTRUCTION
FOR REVIEW ONLY

JOB NO: 23.022
ISSUE DATE: 09.18.2023
DRAWN: KO

D1.1



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



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UPGRADES TO AN EXISTING BUILDING
OLD ELEMENTARY SCHOOL
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REVISIONS
PROPOSED FLOOR PLAN

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JOB NO: 23.022
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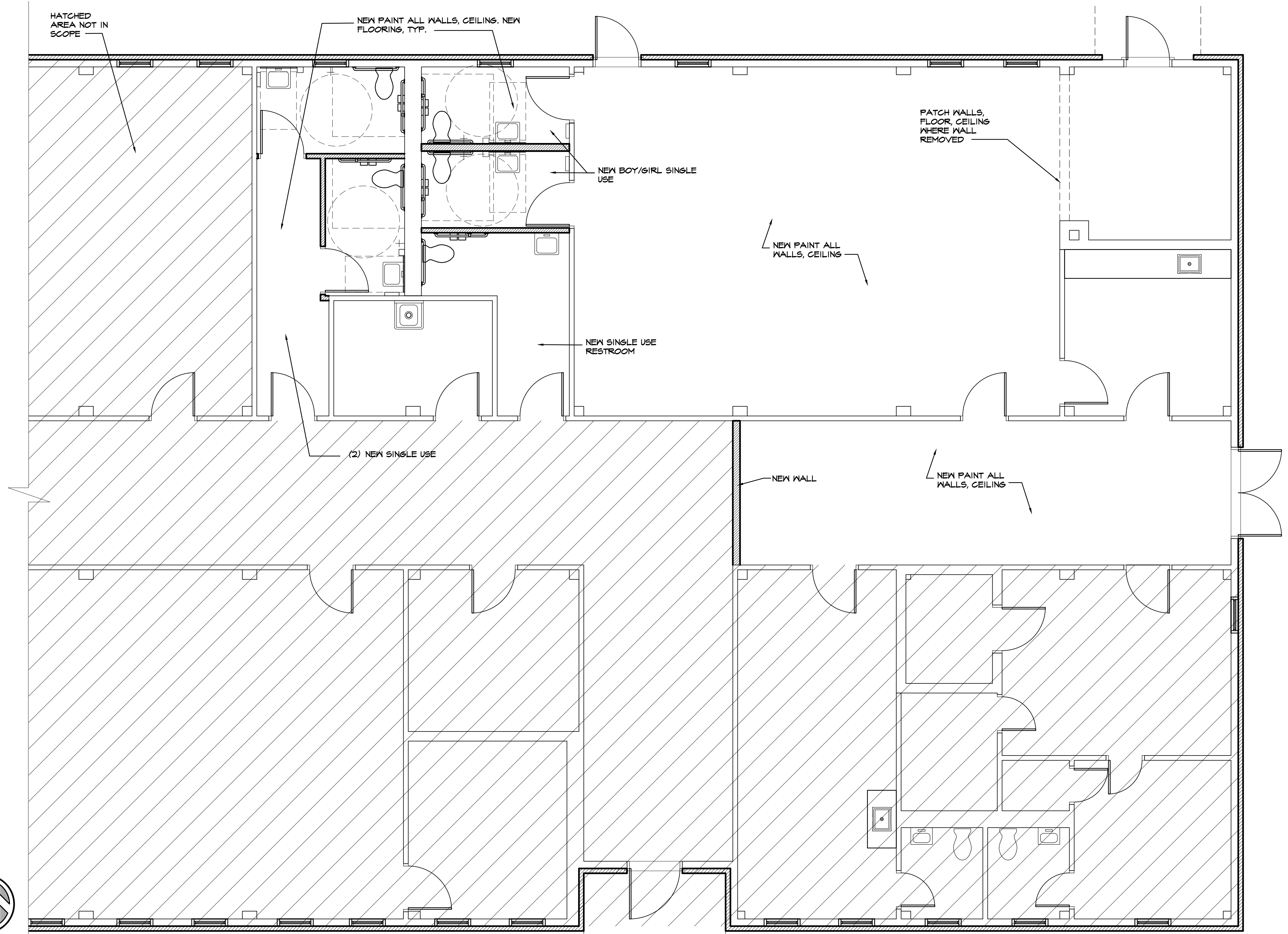
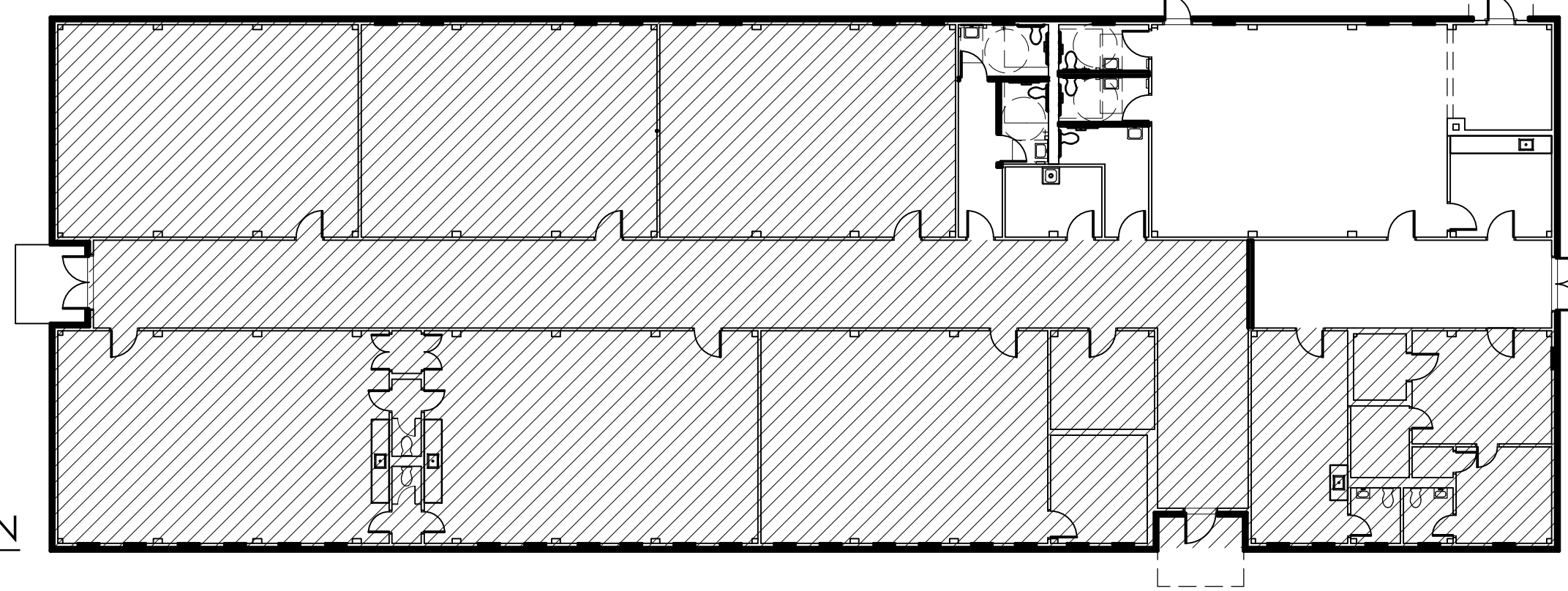
A1.1

GROSS SQUARE FOOTAGES: 1,986 SF

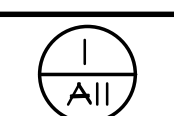
NOTES:

- 1.) PROVIDE NEW PAINT ALL WALLS, CEILING
- 2.) ALL NEW FIXTURES
- 3.) PROVIDE ALL NEW RESTROOM PARTITIONS.
- 4.) PROVIDE NEW FIRE ALARM.
- 5.) PROVIDE NEW MECHANICAL UPGRADES AS REQUIRED FOR NEW AFTER CARE.
- 6.) PROVIDE NEW DOORS AND HARDWARE.
- 7.) NEW FLOORING IN RESTROOMS, CLASSROOM.
- 8.) PROVIDE FOR ALL NEW EXIT HARDWARE AND LIGHTING.

OVERALL KEY PLAN
1/16" = 1'-0"



JOB NORTH



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

Tybee Island- Old School Building
 Partial to **YMCA After Care**

Description	Per SF Cost	Area (sf)	
General Conditions	\$ 8.00	1896	\$ 15,168.00
Demolition	\$ 3.50	400	\$ 1,400.00
Concrete cutting	\$ 3.00	500	\$ 1,500.00
Concrete pour back	\$ 4.00	300	\$ 1,200.00
Framing / Carpentry	\$ 3.95	260	\$ 1,027.00
Doors/Frames	(7) @\$800		\$ 5,600.00
Hardware	(7) @\$500		\$ 3,500.00
Painting	\$ 3.55	1896	\$ 6,730.80
Flooring (LVT)	\$ 5.25	1100	\$ 5,775.00
Ceramic Tile	\$ 3.95	810	\$ 3,199.50
Toilet Accessories	275 per X (5)		\$ 1,375.00
Fire Alarm	\$ 2.85	1896	\$ 5,403.60
Plumbing	\$ 17.50	300	\$ 5,250.00
Mechanical	\$ 41.00	1896	\$ 77,736.00
Electrical	\$ 23.00	900	\$ 20,700.00
Lighting	\$ 9.00	1896	\$ 17,064.00
Partitions	\$ 2,500.00		\$ 2,500.00
Contingency	\$ 15,000.00		\$ 15,000.00

Total Estimated Budget \$ 190,128.90

Tybee Island- Old School Building
Partial to **YMCA After Care**