CITY OF TYBEE ISLAND

A G E N D A
REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL
February 14, 2019 at 7:00 PM

Please silence all cell phones during Council Meetings

Consideration of Items for Consent Agenda 6:30PM

Executive Session

Opening Ceremonies
- Call to Order
- Invocation
- Pledge of Allegiance

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

1. City Council Minutes, January 10, 2019
2. Special City Council Meeting Minutes, January 16, 2019
3. Special City Council Meeting Minutes, January 23, 2019

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

4. Kathryn Williams - Mitigation of Hurricane Matthew Recovery Losses

Consideration of Approval of Consent Agenda

Public Hearings

5. TEXT AMENDMENT: SEC. 2-010 TERMS & DEFINITIONS - TEXT CHANGES
6. ZONING VARIANCE: CONSIDERATION OF SETBACK ENCROACHMENT- 701 BUTLER AVENUE- ZONE R-2- 4-0005-19-009- LYNN MOODY
7. PLANNING COMMISSION MINUTES FOR DECEMBER 17, 2019

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

8. PLANNING COMMISSION MINUTES FOR JANUARY 14, 2019

Consideration of Bids, Contracts, Agreements and Expenditures

9. The purpose of this agenda item is seek the City Council's approval to amendment the General Fund fiscal year 2018-2019 operating and capital budget by increasing the budget by $207,273 from $13,761,695 to $13,968,968.

10. To request that the City Council approve a budget amendment to the FY2019 Hotel Motel Excise Tax Special Revenue Fund by increasing the revenue and expenditures by $62,000 from $3,107,000 to $3,169,000.

11. Agreement with the City of Tybee Island for the Highway Median Improvements and Landscaping Project

12. Intergovernmental Contract - Chatham County Recreation Authority

13. Approve bid and ward YMCA gym roof repairs to Metalcrafts

14. Approve bids and authorize purchase of metal barricades and water filled barricades.

15. Approve quotes and award Sewer Lift Station Repairs to Southern Civil, LLC

Consideration of Ordinances, Resolutions

16. Resolution - Hotel - Motel Resolution

17. Resolution - Chatham County Recreation Authority

Council, Officials and City Attorney Considerations and Comments

18. Bubba Hughes - Amendment to Resolution Requesting Local Legislation to Update the Charter

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

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

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."

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

Certified City of Ethics

Backup material for agenda item:

1. City Council Minutes, January 10, 2019

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

Consideration of Items for Consent Agenda

Mayor Buelterman called the consent agenda to order at 6:30PM on January 10, 2019. Those present were Monty Parks, John Branigin, Wanda Doyle, and Shirley Sessions. Also in attendance were Edward Hughes, City Attorney; George Shaw, Director, Community Development; and Janet LeViner, Clerk of Council. Barry Brown and Julie Livingston were excused due to traveling and illness.

Mayor pro tem Brown listed the following items on the consent agenda:

- Proclamation - Arbor Day
- Proclamation - Official Flower of Tybee Island, Zinnia. **Mayor Buelterman** read the Proclamation and thanked all those who were instrumental in this endeavor.
- Proclamation - School Choice Week, January 20 - 26, 2019
- Minutes, December 13, 2018
- Minutes, Special Meeting, December 18, 2018
- Alcohol License Request - Critz Tybee Run Fest, February 1 and 2, 2019
- Out-of-state travel being requested for the Development Authority/Main Street Executive Director to attend the annual National Main Street Conference being held in Seattle, Washington March 25 – 27, 2019.
- 2019-01 Resolution – Registrar for the City
- Superintendent of Elections
- Request City Council approve a change order to the contract with Thompson Engineering to perform a building assessment for additional buildings.
- The Highway 80 Median Project bid process has been completed. There was only one bidder, The Greenery that submitted a bid. The council action requested is approval of only the base bid of $213,244.82, and the irrigation system with a bid of $52,582.40. The total allocated for this project in the budget is $260,000. The landscape architect is current working with the bidder to lower the cost of the plantings to bring the total cost within budget. The budget line item number is 100-6230-54-1400.
- Solar Panel Project Loan Application
- COLA Pay Increase of 3% for Staff

Monty Parks made a motion to adjourn to executive session to discuss litigation and real estate. **Wanda Doyle** seconded. Vote was unanimous, 4-0.

Wanda Doyle made a motion to adjourn to regular session. **Shirley Sessions** seconded. Vote was unanimous, 4-0.

Mayor Buelterman called the regular meeting to order at 7:00PM. All those present for the consent agenda were present.

Opening Ceremonies

- Call to Order
- Posting of Colors and Pledge of Allegiance – American Legion Post 154

- Invocation – Pastor David Laughner, Chapel by the Sea
- In Memorial – Those residents who passed away during the year 2018 were recognized.

Chief Robert Bryson asked the following staff members to approach and be recognized as they have recently been promoted.

- **To Sergeant**:
  - Richie Dascall
  - TJ LeGuin
  - Skylar Strickland
  - Chris White
- **To Major**:
  - Joel Fobes

Mayor and Council thanked everyone for their dedication to the citizens and visitors of Tybee Island.

Mayor Buelterman stated the Clerk distributed ballots for consideration for the **Planning Commission** vacancies.

- Gary L. Dennis, PhD
- David McNaughton (re-appointment)
- Charles Matlock (re-appointment)
- Alan Robertson (re-appointment)

Open vote was taken (attached)**. David McNaughton, Charles Matlock and Alan Robertson** were re-appointed and will be sworn in at the February 2019 Planning Commission Meeting.

Tybee Island Youth Council Swearing in Ceremony. Mayor Buelterman administered the Oath the Tybee Island Youth Council Class of 2019. Ms. Chloe Flynn, Liaison to Mayor and Council approached and gave an update on the activities of the Tybee Island Youth Council.

Carolyn Jurick and **Pat Roister** approached Mayor and Council to give an update on the **Tybee Island Maritime Academy.** Ms. Jurick thanked Mayor, Council and the City of Tybee Island for everything they do for the Maritime Academy. She stated the Maritime Academy is a model for many people on how communities should work with the School. Ms. Jurick stated on February 19, 2019 Michael Patrick O'Neil will be visiting the Academy displaying his photographs to the students and then moving to the Tybee Island Library to meet with the public. She then recognized Pat Roister as he is retiring at the end of the school year. He stated there are 298 students enrolled in the Academy which is almost capacity. Mr. Roister announced the Maritime Academy was recently awarded the Silver Award in the Greatest Gains category by the Governor of the State of Georgia. TIMA is also being considered for Charter School of the Year. He thanked everyone for their continued support.

Ben Goggins approached Mayor and Council to speak to the designation of the Zinnia as the flower of Tybee Island. He read from a prepared statement (attached) expressing his appreciation for Jan Will's work regarding obtaining this designation.

Susan Estroff, 716 Jones Avenue, approached Mayor and Council. Ms. Estroff stated she is speaking on behalf of the Historic Preservation Commission and asked Mayor and Council's support the second reading of 2019-01, South-end Business Overlay District. She thanked Mayor and Council for upholding the height ordinance recently and asked they vote in the affirmative this evening (attached). Mayor Buelterman thanked Ms. Estroff.

Sarah Jones, Historical Society, approached Mayor and Council to speak in favor of the South-end Business Overlay District text amendment. Ms. Jones stated the Historical Society is in favor of this Amendment and hope it is the first step of many towards protecting Tybee's historical structures. Mayor Buelterman thanked Ms. Jones for her comments.

Jane Koslick approached Mayor and Council to thank them for their vision to pass the South-end Business Overlay District ordinance on first reading and encouraged them to pass on second reading. Mayor Buelterman thanked Ms. Koslick for everything she does for the Island.

Monty Parks made a motion to approve the consent agenda**.** **Wanda Doyle** seconded. Vote was unanimous, 4-0.

Public Hearings

Intergovernmental Agreement - Chatham County Recreational Authority. Mr. Hughes stated this is a requirement in connection with the process of having the Recreational Authority issue a bond. There will be additional advertisements regarding the Recreational Authority intention to issue the Bond for the Marine Science Center. The law requires this public hearing be conducted stating the local government will be entering an Intergovernmental Agreement with the Recreational Authority. A vote is not required but as this is a public hearing, those who wish to speak will be given the opportunity. Ms. Session spoke in favor of the Marine Science Center as it will be a positive addition to the City. Ms. Doyle stated the Marine Science Center is a recreational and educational facility and a very important part of our community. Mayor Buelterman stated this will be before the Chatham Country Recreational Authority on February 14, 2019 for a vote. **NO VOTE NECESSARY.**

Zoning Variance: consideration of setback encroachment - 701 Butler Avenue – Zone R-2 - 4-0005-19-009 – Lynn Moody. Mr. Shaw stated the petition will be withdrawn as the petitioner was not able to attend the Public Hearing. **Withdrawn will be heard Feb 14, 2019 meeting.**

Minor Subdivision: separating one lot to make two single-family lots - 1809 Chatham Avenue – Zone R-2 - 4-0009-13-009 – Kelley B. Parker. Mr. Shaw approached Mayor and Council. Mr. Shaw stated Ms. Parker purchased the property and would like to subdivide the property. Staff and the Planning Commission

recommend approval unanimously. **Wanda Doyle** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 4-0.

Site plan approval consideration of a new Restaurant-1601 Inlet Ave. Zone CI/SE 4-0008-17-003 Joshua Navon. Mr. Shaw approached Mayor and Council. He stated this is a site plan application for a restaurant at 1601 Inlet which was the old post office. Mr. Shaw continued, by the letter of the law, this request meets the minimum site plan requirements and Staff does not think this is a good site plan as they have removed all the potential parking in the rear of the building and there is no buffering. He also stated there are concerns with the elevated deck adjacent to a neighborhood. Staff did not recommend approval and Planning Commission recommended denial, 5-1. Mayor Buelterman read a letter from John and Gail Pomeroy, 1601 Lovell, requesting Mayor and Council deny the site plan request. Ms. Doyle stated she has concerns as was there communication between Staff and the petitioner regarding requirements and concerns. This is a by right use in the C-1 District and there are ordinances regarding noise, buffering and parking. She asked if Staff met with the petitioner to discuss the site plans as it was their determination it was not a good submission. Mr. Shaw responded he did meet with the architect twice prior to the submittal of the site plan. He continued, at the first meeting they had construction plans completed prior to discussing a site plan. Mr. Shaw discussed his concerns with the architect and they did not make any real changes. He stated there are no plantings on the property which causes all the run-off to go to the back of the Island. There is also serious parking issues as the rear of the building now has decking where parking was. He would have liked for them to make some accommodations for the neighborhood. **Tom Mahoney**, Attorney, for the petitioner approached Mayor and Council. Mr. Mahoney stated Mr. Navon is currently a business owner and is wishing to build an upscale seafood restaurant. Mr. Mahoney then introduced Robert Poticny, Greenline Architecture. Mr. Mahoney did a presentation showing the property is zoned C-1 on The Strand, functions as the traditional Main Street of Tybee Island and contains mixed uses. The proposed restaurant is a permitted use, appropriate use and the most appropriate use for the site. Mr. Mahoney continued, they are not asking for any variances and are in compliance with all Tybee Island Code requirements. He explained the space is vacant commercial space and with the restaurant it will be an aesthetic improvement to the community. Mr. Mahoney made reference to the size of the building which is less than 2,000 sq ft which allows the petitioner to fit the proposed business into the City of Tybee Code exemption from off-street parking. The upstairs will be an additional 2,000 sq ft of restaurant seating. Mr. Parks asked if a site analysis has been completed. Mr. Poticny stated he is charged with determining the square footage of the building which is what the Code requires, not the roof. Mr. Parks stated that any time a commercial property backs up to a residential he has concerns. He would like a vegetative buffer on the rear side which would lend to some sort of beauty to the area and that would give the residents some protection from noise. Mr. Mahoney responded there is a vegetative buffer provision that the petitioner could comply with in the Code and a fence could be placed along the neighboring road on the rear of the property, 8' tall with a vegetative buffer associated with that and they will be happy to work with the City. Mr. Parks stated he is also concerned about lighting. It

would not need to spill over and create a problem for the residents behind the restaurant. Mr. Poticny responded they are sensitive to his concerns and can provide cut-off fixtures. Mr. Parks then asked how loud the music will be on the upper deck. Mr. Mahoney responded it will be dinner music, soft music, amplified, for people eating dinner. They will also comply with the noise ordinance. Mr. Hughes stated this is Site Plan Review and Mayor and Council have a Code section which deals with site plan and buffer, Sec 3-160, that converts Site Plan Review to Special Review under sub-section (C), where an existing use is being expanded, you can either elect to decree a street as part of a buffer or as a buffer or Mayor and Council can impose additional buffering requirements. In his opinion, Mayor and Council can impose restrictions. Ms. Doyle asked if the hours of operation have been set. Mr. Mahoney responded he does not believe the hours of operation have been determined. They will comply with the Noise Ordinance and he does not feel music will be a problem. Mr. Parks stated he hopes the restaurant not to be complaint driven business and is asking the petitioner to consider the noise. Mr. Mahoney confirmed. Mr. Branigin asked Mr. Hughes if Mayor and Council can stipulate that there shall not be live entertainment and the music for the diners will be of a commercial service. In this way there is control over the volume. Ms. Sessions stated her main concern is the noise. She would ask, if this is approved, they be sensitive to the neighbors. Mr. Mahoney confirmed. Mr. Mahoney thanked Mayor and Council for their time and consideration of the request. **Mark Reed,** 1515 Lovell Avenue, approached Mayor and Council to speak on this request and would ask Mayor and Council deny as they do not support this request. There are three reasons: (1) noise; (2) trash; and (3) and water contamination. He presented a packet pointing out his concerns (attached). Mayor Buelterman thanked Mr. Reed for his comments and packet. Ms. Doyle stated the Public Safety Committee is currently reviewing the noise ordinance which hopefully should be before Mayor and Council for their consideration in March 2019. The City is also aware of storm water run-off as they are working with the Environmental Protection Department to ensure the City is in compliance. She also appreciates all the research Mr. Reed did and stated the City does everything they can to protect the residents and visitors. Mayor Buelterman thanked Mr. Reed for his comments and presentation. **Jeffery Gosner**, 1603 Lovell, approached Mayor and Council. He shared his concerns with building a "two story bar" which will be abutting a residential zone without any type of buffer. Mr. Gosner stated he believes he has the right to quiet enjoyment of his home and by erecting this "two story bar" they are infringing on his right. Mr. Parks responded to Mr. Gosner's concerns regarding buffers: with regards to the second floor buffer, Mayor and Council can impose restrictions. Mr. Parks asked Mr. Poticny to come forward to address the buffer. Mr. Mahoney stated there is a wall on the second floor directly behind the dining area which will act as a buffer. Mr. Gosner asked Mayor and Council to specify what types of wall/buffer that will be a part of the approval. The question of seating then was asked. Mr. Poticny stated there are approximately 30 seats inside the building on the ground floor and approximately 40 on the second flood to include the bar area. Mr. Gosner thanked Mayor and Council for addressing his concerns. Mayor Buelterman thanked Mr. Gosner. Mayor Buelterman closed the public hearing. **Monty Parks** made a motion for acceptance with a buffer requirement on two sides, one being the north side and one the west side as well as the buffer on the second deck on the west side. **Wanda**

Doyle seconded the motion. She asked if Mr. Parks would add to his motion reference to the lighting. Mr. Parks stated the lighting should not escape the boundary of the property and should not go out beyond the property. This would be part of the motion. Ms. Doyle stated she would accept that with her second. Mr. Shaw asked if this request passes, would Mr. Parks define buffer. Mr. Parks responded fencing and vegetative. Mayor Buelterman asked Mr. Shaw if the buffers were presented to the Planning Commission. Mr. Shaw stated they were not. Ms. Doyle made reference to Mayor and Council being able to place restrictions on approval where the Planning Commission does not have that ability. In that way the Planning Commission may deny a request where Mayor and Council will approve but with restrictions. Mr. Parks stated he is not placing anything in the motion regarding storm water run-off as he is aware of other businesses that are using the storm water drains as a place to wash things down. He complimented the Planning Commission for their hard work with this request. Mayor Buelterman reminded Mayor and Council they need to quantify exactly what is required with the buffer and lights and all the other issues, it creates problems going forward. Ms. Sessions recommended, if this request is approved, the Navon's be considerate of the adjoining residents. Ms. Doyle asked Mr. Hughes if Mayor and Council put any kind of restrictions on hours of operation. Mr. Hughes responded, Mayor and Council have placed restrictions on at least one business which related to hours of entertainment. Mr. Parks then added the restriction of no amplified music. Ms. Doyle accepted that with her second. Mr. Parks recommended the buffer be a combination of fence and vegetative. Mayor Buelterman reopened the Public Hearing. Mr. Poticny approached Mayor and Council to address the fence to the rear of the property. This will assist in sound deflection. He stated the fence on the second floor will be 6'. Mr. Parks responded the Code requires 8'. Mr. Poticny confirmed. **Keith Gay** approached Mayor and Council to speak on buffers as it is critical. Mayor Buelterman thanked Mr. Gay. **Mark Reed** approached Mayor and Council. He asked for a detail buffer to be included in the motion. He also asked that it be sent back to the Planning Commission for their recommendation. Mayor Buelterman closed the public hearing. He then asked Mr. Parks to restate his motion. **Monty Parks** made a motion to approve the site plan as presented with the addition of (1) a non-specified buffer to be worked with the City Attorney and Mr. Shaw, on the north and west side on the first floor; (2) on the west side on the 2nd floor; (3) provision for no amplified music on the second floor; and (4) lighting not escape the boundary of the property**. Wanda Doyle** seconded**.** Voting in favor were Monty Parks, John Branigin and Wanda Doyle. Voting against was Shirley Sessions. Motion to approved, 3-1.

Zoning Variance: Consideration to cover existing deck that is in setback – 23 Atlantic Avenue – Zone C-1(C) – 4-0008-03-012 – Robert Glisson. George Shaw approached Mayor and Council. Mr. Shaw stated Mr. Glisson has a building on Atlantic Avenue and the rear of the building does not meet the set-back requirements as it was approved several years ago. Mr. Glisson added to a non-conforming structure which went into the set-back. Staff recommended denial as well as Planning Commission voting 4-3 to deny. Ms. Doyle asked when the deck was constructed and was a permit pulled. Mr. Shaw stated Mr. Glisson would have to address that but a permit was not pulled for the addition of the roof. Ms. Doyle asked Mr. Hughes if there

is an ordinance addressing after-the-fact variances. Mr. Hughes confirmed there is an ordinance referring to Sec 5-090(f). He continued, granting a variance does not excuse the violation which in this case, building without a permit. Mr. Branigin asked if the roof is not extending any further than the existing deck in any director. Mr. Shaw stated no. **Robert Glisson** approached Mayor and Council requesting a cover on 23 Atlantic Avenue. He gave a history of the building of the steps, picket fence and roof. He confirmed he did not get a permit for the roof and asked Mayor and Council to approve his request. Ms. Sessions complimented Mr. Glisson for his presentation. **John Branigin** made a motion to approve. **Wanda Doyle** seconded. Voting in favor were John Branigin and Wanda Doyle. Voting against were Monty Parks and Shirley Sessions. There being a tie, **Jason Buelterman** voting in the affirmative. Motion to approve, 3-2.

Site Plan Approval: consideration of new building for pool restrooms -19 Silver Ave. -Zone C-1 -4-0008-06-015 -Walt Freeman. George Shaw approached Mayor and Council. Mr. Shaw stated Mr. Freeman purchased the pool on Silver Avenue and was last owned and used for guests of the Carbo House. When the pool was purchased it was in horrible condition and has since been updated. He is now asking for consideration to add a bathroom building. The site plan is a vast improvement from what was there and Staff and Planning Commission are recommending approval unanimously. **Shirley Sessions** made a motion to approve. **Wanda Doyle** seconded. Vote was unanimous to approve, 4-0.

Map & Text Amendment: consideration of zoning use change from RT To C-2 -Lot 68B Lewis Ave. –Zone RT -4-0003-06-002B -Julie A. Livingston. Mr. Hughes stated it is his understanding this request has been withdrawn due to Ms. Livingston not feeling well. **WILL BE HEARD AT A FUTURE DATE.**

<u>Consideration of Bids, Contracts, Agreements and Expenditures</u>

Agreement between COTI and LKS for a design guidelines manual per the approved and awarded Historic Preservation Fund Grant FY 2018. John Branigin stated this is truly a pamphlet of guidelines. Mr. Shaw stated this is at no cost to the City as a grant was received. **Monty Parks** made a motion to approve. **Shirley Sessions** seconded. Vote was unanimous to approve, 4-0.

Alan Robertson approached Mayor and Council to give an update on the **Dune Remediation Project.** Mr. Robertson stated this is Phase I of the Dune Remediation Program which is building dunes between Tybrisa and 19th Street for which the City has a DNR permit. The dune was built at 19th Street as a part of this project. The low bid for the project is $942,000 which was submitted by TIC. This is lower than the estimated budget. It is his recommendation to award the bid and move into a contract. Construction could start around January 22, 2019 and it is estimated to last between 30 and 45 days. He then explained the timeline where crossovers will be taken down and rebuilt as the dunes are constructed. The project encompasses a 20,000 cubic yard project which is the largest project anyone has done on the coast of Georgia short of a beach re-nourishment. Mr. Robertson stated the City has applied to the DNR for

permits to start on Phase II which are the four at grade crossovers: Center Street, 3rd Street, 2nd Street and Gullick. These are the access points that have no dunes. 3rd has been chosen as the vehicular crossover and will look like 19th Street. Mr. Robertson will be at the March 14th City Council meeting with a bid and looking for recommendations moving forward. Work is expected to begin on the week of March 25th and completed within two weeks. He continued, Phase III, the weakest part of the Island from Center Street to East Gate, we are working closely with the Corps of Engineers. In this area dunes are not growing and fencing is not working. There will be a series of public information meetings the first being Monday, January 14, 2019. Mr. Robertson explained the estimated budget for dunes. It is estimated $1.2M for Phase I and the bids came in at $940,000; $870,000 for landscaping and that is on target; $800,000 for the center and it is estimated it will come in at $200,000 which means there will be funds available to build additional dunes. He believes the Corps of Engineers will re-nourish between November 2019 and April 2020. Ms. Sessions asked Mr. Robertson if the Tybee Critz Run will be affected by the work on the south-end. He responded he does not feel it will be. Ms. Sessions then asked Dr. Gillen if he has reached out to the organizers of the Critz Run if they have been notified of the construction. Dr. Gillen responded in the affirmative. **Chantel Morton** approached Mayor and Council. Ms. Morton stated the organizers were told the work on the beach was to take place after their event. She further explained there will be a meeting to update the organizers of the work on the south beach area. **Monty Parks** made a motion to approve the Contract to be awarded to the lowest responsive and responsible bidder. **John Branigin** seconded. Vote was unanimous to approve, 4-0.

Enterprise Leasing Agreement. Dr. Gillen approached Mayor and Council. He distributed the proposal from Enterprise Leasing which include the full equipment pricing, $126,000 per year for the life of the lease. Other leasing companies were contacted and none were found which could provide the equipment as needed. He is requesting one of two options: (1) Lease all vehicles and bring back a budget amendment or (2) move forward with just the squad cars, 11 vehicles, and come back with a budget amendment and lease the remaining in February. Mayor Buelterman asked Dr. Gillen what he recommended. Ms. Doyle stated it is the recommendation of the Public Safety Committee to move forward with the squad cars. **Wanda Doyle** made a motion to approve moving forward on the 11 vehicles and come back with budget amendment to purchase remaining. **Monty Parks** seconded. Vote was unanimous to approve, 4-0.

<u>Consideration of Ordinances, Resolutions</u>

2019-01, Second Reading, Section 4-050 Zoning Districts (O), South-end Business Overlay District. **Shirley Sessions** made a motion to approve. **Wanda Doyle** seconded. **Discussion:** Mr. Parks stated he is not happy with the ordinance as written due to the 50% demolition as it is too lenient. Vote was unanimous to approve, 4-0.

Monty Parks made a motion to adjourn. **John Branigin** seconded. Vote was unanimous, 4-0.

Meeting adjourned at 9:45PM.

_____ _____

Janet R. LeViner, CMC
City Clerk

Jason Buelterman, Mayor

	PLANNING COMMISSION - 3 SEATS AVAILABLE					
				YES	NO	
Garry Dennis, PhD					X	
David McNaughton (re-appointment)				X		
Charles Matlock (re-appointment				X		
Alan Robertson (re-appointment)				X		

~~John~~ Monty Parks

Monty Parks _____

	PLANNING COMMISSION - 3 SEATS AVAILABLE					
				YES	NO	
Garry Dennis, PhD					✓	
David McNaughton (re-appointment)				✓		
Charles Matlock (re-appointment				✓		
Alan Robertson (re-appointment)				✓		

John Branigin

John Branigin _____

	PLANNING COMMISSION - 3 SEATS AVAILABLE					
				YES	NO	
Garry Dennis, PhD					✓	
David McNaughton (re-appointment)				✓		
Charles Matlock (re-appointment					✓	
Alan Robertson (re-appointment)				✓		

Wanda Doyle

Wanda Doyle

	PLANNING COMMISSION - 3 SEATS AVAILABLE					
				YES	NO	
Garry Dennis, PhD				✓		
David McNaughton (re-appointment)				✓		
Charles Matlock (re-appointment						
Alan Robertson (re-appointment)				✓		

Shirley Sessions

Shirley Sessions

Susan Estroff (1)
116 Jones Ave

I am here tonight on behalf of the Historic Preservation Commission to ask for your support of the text amendment to the South End Business Overlay District Ordinance

through the combined efforts (2) of HPC, Planning Commission, Develop Authority + Main street an amendment has been created that we can stand behind.

During the last council (3) meeting, You were asked for a height variance request for new construction at 1809 Chatham Ave -

I would like to (4) personally thank you for upholding the

This variance was for a new home to be built on a now vacant lot that 2 years ago belonged to a historic cottage

(6)

Because no ordinances were in place to protect this wonderful Historic landmark it was demolished

Once my husband heard the (7) new owners were considering tearing it down, we went through the legal process to save 1809

The new owners were (8)
unwilling to compromise
on the details of our
offer and had
her torn down -

Unfortunately we cannot (9)
not rely on the good
intentions of Preservationists
We need more - And that's
the text Amendment
to the South End Business
Overlay District Ordinance
Please Vote YES to the Amendment

Tybee Zinnias

I drive up and down North Campbell Avenue several times every day. There is a home on the corner of Campbell and Bright Streets that always got my attention last summer. It has a white picket fence around it, and every time I passed by I saw a wall of zinnias growing taller and taller behind the fence.

The zinnias were a variety of colors, and they swayed whenever any breeze was blowing. One day I saw a woman tending the garden, and I stopped to tell her how much I admired her flowers. That was when I met Jan Will, the owner of the little home and the planter of the zinnias.

I told her how I remembered helping my mother plant flowers in a bed off the front porch every spring in Savannah. And how much fun it was to see those flowers come up so quickly. She got packets of seeds from Burpee's that were a joy to look at and hear the seeds rattle in the packs. She would always plant snap dragons, nasturtiums, bachelor's buttons, pansies, forget-me-nots, and sweet peas.

But the flowers that my family enjoyed the most were zinnias because of how sturdy they were and how they made great cut flowers to bring inside to sit in vases in the living room and kitchen.

Jan Will told me about her dream of getting the zinnia designated as Tybee's official flower and how they were popular with other members of the Tybee Island Garden Club.

I thought that it was a good idea and decided to write about it. I put up a post on Next Door asking for zinnia photos. I was amazed at how the photos flooded in, along with comments about what a great old-time, almost-heirloom flower it was.

There were lots of comments from people who save their zinnia seeds from year to year. And comments about how they need

little attention and withstand blistering heat. And how they love full sun. And how cheerful they are. And what a pleasure it is to share them as cut flowers with neighbors and friends.

In summary it was clear as a bell that people on Tybee love zinnias. I could see that they were a favorite of kindergarteners to master gardeners. So I am very pleased that Jan Will got her wish and that in today's proclamation the zinnia gets this much recognition. I can see packets of zinnia seeds being included in welcome gifts for newcomers and year after year their color beautifying Tybee yards.

God bless Tybee, and God bless its zinnias and the folks who grow them.

Backup material for agenda item:

2. Special City Council Meeting Minutes, January 16, 2019

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

City Council Minutes, January 16, 2019

Mayor Buelterman called the Special City Council meeting to order on January 16, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, Barry Brown and Shirley Sessions. Also in attendance were Edward Hughes, City Attorney; Shawn Gillen, City Manager; and Janet LeViner, Clerk of Council.

Julie Livingston made a motion to adjourn to executive session to discuss personnel. **Wanda Doyle** seconded. Vote was unanimous, 6-0.

Wanda Doyle made a motion to adjourn to regular session. **Shirley Sessions** seconded. Vote was unanimous, 6-0.

Wanda Doyle made a motion to adjourn. **Monty Parks** seconded. Vote was unanimous, 6-0.

Meeting adjourned at 6:00PM

_____ _____

Janet R. LeViner, CMC
City Clerk

Jason Buelterman, Mayor

Backup material for agenda item:

3. Special City Council Meeting Minutes, January 23, 2019

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

Consideration of Items for Consent Agenda

Mayor pro tem Brown called the Special Meeting to order at 3:30PM on January 23, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, and Shirley Sessions. Shawn Gillen, City Manager and Janet LeViner, Clerk of Council.

Consideration of Bids, Contracts, Agreements and Expenditures

Special Inspection – Goodwyn, Mills and Cawood, Inc. Wanda Doyle made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve.

Meeting adjourned at 3:45PM.

_____ _____

Janet R. LeViner, CMC
City Clerk

Barry Brown, Mayor pro tem

Backup material for agenda item:

5. TEXT AMENDMENT: SEC. 2-010 TERMS & DEFINITIONS - TEXT CHANGES

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

CITY OF TYBEE ISLAND

City Council Agenda Item Request

Agenda Item Requests must be submitted to the Clerk of Council by noon on Wednesday a week prior to the scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda. There is a three minute limit for all visitors.

Council Meeting Date for Request: 2/14/2019

Item: Text Amendment

Explanation: Sec. 2-010 Terms & Definitions. – Text changes.

Paper Work: YES Attached

_____ Audio/Video Presentation*

- **If applicable, a copy of the presentation / report must be submitted with this agenda request.**
- **If applicable, audio / video presentations must be submitted to the IT department at City Hall at least 48 hours prior to the meeting.**
- **Request will be postponed if necessary information is not provided.**

Submitted by: Lisa L. Schaaf

Phone / Email: Lschaaf@cityoftybee.org

Date given to Clerk of Council: 02/07/2019

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

STAFF REPORT

PLANNING COMMISSION MEETING: January 14, 2019
CITY COUNCIL MEETING: February 14, 2019

LOCATION: N/A

APPLICANT: City of Tybee Island

OWNER: N/A

EXISTING USE: N/A

PROPOSED USE: N/A

ZONING: N/A

USE PERMITTED BY RIGHT: N/A

COMMUNITY CHARACTER MAP: N/A

APPLICATION: Amendment to Appendix A, Land Development Code, Section 2-010 Terms and definitions.

PROPOSAL: To change the definition of height of building to make clear that an elevator cannot open above 35 feet.

ANALYSIS: This amendment clarifies our ordinance so everyone can understand the height rule.

STAFF FINDING
Staff recommends approval

This Staff Report was prepared by George Shaw.

ATTACHMENTS
A. Amendment

1/14/2019 for PC

Height of building , unless otherwise specifically defined or described by ordinance, means the vertical distance measured from the average adjacent grade of the building to the extreme high point of the building, exclusive of chimneys, heating units, ventilation ducts, air conditioning units, ~~elevators~~ and similar appurtenances. The portion of an elevator shaft necessary for the operation of an elevator may extend above 35 feet but no elevator doors may open above 35 feet without a variance.

PLANNING COMMISSION
NOTICE OF DETERMINATION

Meeting date: 1/14/2019

Project Name/Description: Sec. 2-010 Terms & Definitions – Text changes

Action Requested: Text Amendment

Special Review		Subdivision:	
Site Plan Approval		Sketch Plan Approval ___	Conceptual ___
Variance		Preliminary Plan Approval ___	
Map Amendment		Final Plat Approval ___	
Text Amendment	X	Minor Subdivision ___	Major Subdivision ___

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition: ☒ Approval ☐ Denial ☐ Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair
Bossick	X		Vice Chair
Robertson	X		
Gann			ABSENT
Bramble	X		
Matlock	X		
McNaughton			ABSENT

Planning Commission Chair: _____ Date: 1/17/19

Planning & Zoning Manager: _____ Date: 1/17/2019

2/4/2019 for CC

Height of building , unless otherwise specifically defined or described by ordinance, means the vertical distance measured from the average adjacent grade of the building to the extreme high point of the building, exclusive of chimneys, heating units, ventilation ducts, air conditioning units, ~~elevators~~ and similar appurtenances. The portion of an elevator shaft necessary for the operation of an elevator may extend above 35 feet but no elevator doors for passenger ingress and egress may open above 35 feet.

Backup material for agenda item:

6. ZONING VARIANCE: CONSIDERATION OF SETBACK ENCROACHMENT- 701 BUTLER AVENUE- ZONE R-2- 4-0005-19-009- LYNN MOODY

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

CITY OF TYBEE ISLAND

City Council Agenda Item Request

Agenda Item Requests must be submitted to the Clerk of Council by noon on Wednesday a week prior to the scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda. There is a three minute limit for all visitors.

Council Meeting Date for Request: 2/14/2019

Item: Zoning Variance

Explanation: consideration of setback encroachment – 701 Butler Avenue – Zone R-2 - 4-0005-19-009 – Lynn Moody

Paper Work: YES Attached

_____ Audio/Video Presentation*

- **If applicable, a copy of the presentation / report must be submitted with this agenda request.**
- **If applicable, audio / video presentations must be submitted to the IT department at City Hall at least 48 hours prior to the meeting.**
- **Request will be postponed if necessary information is not provided.**

Submitted by: Lisa L. Schaaf

Phone / Email: Lschaaf@cityoftybee.org

Date given to Clerk of Council: 02/07/2019

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

STAFF REPORT

PLANNING COMMISSION MEETING: December 17, 2018
CITY COUNCIL MEETING: January 10, 2019

LOCATION: 701 Butler Ave.

PIN: 4-0005-19-009

APPLICANT: Lynn Moody

OWNER: Lynn Moody

EXISTING USE: Single family dwelling

PROPOSED USE: Single family dwelling

ZONING: R-2

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Inland Cottage Neighborhood

APPLICATION: Zoning Variance *(5-090)* from Section 3-090 Schedule of development regulations.

PROPOSAL: The applicant is requesting setback variance to add a front porch extension 5.3' into the front yard setback and move the existing stairs so they extend over 6' into the side yard setback.

ANALYSIS: The applicant is requesting to add more porch outdoor living space.

Variance standards require that the applicant meet the following conditions:

(1) That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, or considerations related to the environment or the safety, or to historical significance, that is peculiar to the particular property; and,

(2) That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.

(3) A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

This variance does not meet the above criteria. The applicant would like more outdoor living space but as the property is already developed there is no hardship. The applicant can create outdoor living space on the ground in the setback but the vertical construction is not allowed. Additionally moving the stairs to the side yard would put the stairs significantly closer to the property line than it is currently.

The Comprehensive Plan describes the Inland Cottage Neighborhood as follows:

> *This character area describes the traditional neighborhood along the west side of Butler, which contains narrow, tree-lined streets laid out in a grid pattern. The area is varied in land use as it contains permanent residential properties, multi-family homes, rental properties, parks, low-impact commercial establishments, and public buildings.*

Comprehensive Plan – Community Character Area *The Inland Cottage Neighborhood Sec. 1.2.6*		
Recommended Development Strategies		*Meets Strategy Y/N or N/A*
1.	New development, redevelopment, and restoration should be consistent with the existing character of the area in terms of mass, scale, use and density	N
2.	Permit only compatible uses including low density residential, public/institutional, and low impact commercial	Y
3.	Develop and implement design and architectural standards	N/A
4.	Implement streetscape improvement to improve the pedestrian/bicycle environment and encourage safety and mobility	N/A
5.	Historic structures in this area should be restored and/or preserved whenever possible	N
6.	The City should provide appropriate incentives for historic restoration projects	N/A
7.		

STAFF FINDING

This application does not meet the defined criteria for a variance. There is clearly no hardship as the lot is fully developed and usable without additional porch area. Additional outdoor living space can be added at ground level or perhaps they could build up. Staff recommends denial of the petition.

This Staff Report was prepared by George Shaw.

ATTACHMENTS

A. Variance application (5 pages)
B. Survey (1 page)
C. Site Plan (1 page)
D. SAGIS map (1 page)

CITY OF TYBEE ISLAND
ZONING VARIANCE APPLICATION

Fee
Commercial $500
Residential $200

Applicant's Name LYNN MOODY

Address and location of subject property 701 BUTLER AVENUE ☆

PIN 4-0005-19-009 Applicant's Telephone Number 912-313-3732

Applicant's Mailing Address 329 BONAVENTURE RD. THUNDERBOLT, GA. 31404

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

OUTDOOR LIVING SPACE

Property Owner's Name LYNN MOODY Telephone Number 912-313-3732

Property Owner's Address SAME

Is Applicant the Property Owner? ✓ Yes ____ No

If Applicant is the Property Owner, Proof of Ownership is attached: ✓ Yes

If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached hereto. ____ Yes

Current Zoning of Property R-2 Current Use RESIDENTIAL

Names and addresses of all adjacent property owners are attached: ___ Yes

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

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

Disclosure of Campaign Contributions form attachment hereto: NA Yes

B Y Moody 11/8/2018
Signature of Applicant Date

NOTE: Other specific data is required for each type of Variance.

Fee Amount $ 200.00 *Check Number* 1686 *Date* 12/5/18

NOTE: This application must be accompanied by additional documentation, including drawings that include or illustrate the information outlined below.

REFERENCE	DESCRIPTION
5-040 (D) (1)	Site plan and/or architectural rendering of the proposed development depicting the location of lot restrictions.
5-040 (D) (2)	Narrative describing the hardship and the reason for the variance request. Explain the hardship: NEED A LARGER OUTDOOR FAMILY AREA. FAMILY IS GROWING.
5-040 (D) (3)	A survey of the property signed and stamped by a State of Georgia certified land surveyor.
5-090 (A) (1)	That there are unique physical circumstances or conditions beyond that of surrounding properties, including: ✓ irregularity; ✓ narrowness; or, ✓ shallowness of the lot shape; or, ✓ exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or the safety, or to historical significance, that is peculiar to the particular property; and;
5-090 (A) (2)	because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the Land Development Code, without undue hardship to the property. NOTE: Provide attachments illustrating conditions on surrounding properties and on the subject property, indicating uniqueness, etc.
5-090 (B)	If this variance application is for a Height Variance, in addition to other requirements, the petitioner shall be required to: NA Add two feet to each side yard setback for each one foot above 35 feet in height, and, NA Have safeguards consisting of sprinkler systems, smoke detectors and other fire protection equipment deemed necessary at the time by the Mayor and Council, and, NA Where a rear yard abuts a side yard of the adjacent lot, the petitioner shall be required to add two feet to the rear setback for each foot above 35 feet height.

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

Signature of Applicant

11/8/2018
Date

5-090(C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.

CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

YES _____ NO ✓

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

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

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

Signature Lynn Moody

Printed Name LYNN MOODY

Date 11/8/2018

Sec. 5-090. - Variances.

(A) ***Standards.*** After an application has been submitted to the designated city official, reviewed by the planning commission, and a public hearing has been held by the mayor and council, the mayor and council may grant a variance from the strict application of the provisions in this Land Development Code only if a physical circumstance, condition, or consideration exists as described in subsection (1).

(1) There are unique physical circumstances or conditions or considerations beyond that of surrounding properties, including a substandard lot of record that existed prior to March 24, 1971 (see section 3-040); irregularity; narrowness; or shallowness of the lot shape; or exceptional topographical or other physical circumstances, conditions, or considerations related to the environment, or to safety, or to historical significance, that is peculiar to the particular property; and;
(2) Because of such physical circumstances or conditions or considerations, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
(3) A nonconforming use or structure does not constitute a unique physical circumstance, condition, or consideration.

(B) ***Height.*** No part of any structure shall project beyond 35-feet above the average adjacent grade of a property except:
(1) Chimneys, flues, stacks, heating units, ventilation ducts, air conditioning units, gas holders, elevators, solar panels and similar appurtenances needed to operate and maintain the building on which they are located.
(2) The following items that were existing on the date of the adoption of this ordinance: flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.

(C) ***Variance longevity.*** After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.

(D) ***Reviewing variance applications.*** The designated city official, planning commission, and governing body, shall consider the factors stated herein in reviewing variance applications in taking action on a particular variance. In exercising the powers to grant variances, the mayor and council may attach any conditions to its approval which it finds necessary to accomplish the reasonable application of the requirements of these regulations.

(E) ***Application approval.*** Notwithstanding any other provisions of this Code of Ordinances, the designated city official may approve applications for variances without the need of public hearings and without the need of review by the planning commission or the mayor and council as follows:
(1) When either of the following circumstances exists:
a. The proposed improvement or alteration will not result in an expansion of the existing footprint of the existing structure; or
b. No additional encroachment into any setback shall be created by the proposed improvement, construction or addition.
(2) When each of the following circumstances also exists:
a. No encroachment or construction of habitable space or other prohibited improvements will exist below one foot above the base flood elevation; and
b. The requested improvements or construction will not violate existing zoning provisions.
This subsection shall have specific application to existing nonconforming structures as referred to in section

(F) ***Compliance with ordinances.*** Notwithstanding any other provision of this Code of Ordinances, no application for a variance may be accepted nor may any variance be granted with respect to any property that is then not in compliance with the requirements of ordinances for the condition on which the variance is sought, unless the applicant files with the application a detailed written explanation of how, when, and by whom the need for a variance was created. In such a case, the planning commission shall make a recommendation to the mayor and council as to whether the variance should be approved or rejected or modified and the mayor and council, following a public hearing, may approve, reject or modify the variance request. In the event property is constructed in violation of the ordinances, the violation status remains until such time as the condition is rectified and placed in conformity with the ordinances. Violations of the ordinances may be subject to the enforcement provisions of this Code and all penalties permissible by law. A variance that is granted under this section does not excuse prior violations including those that have resulted or may result in enforcement action by the city.

(Ord. No. 1999-27, 8-12-1999; Ord. No. 2002-08, 5-9-2002; Ord. No. 2002-08 Variances, amended 8-29-2002; Ord. of 8-11-2005; Ord. No. 14-2010, 8-26-2010; Ord. No. 57-A-2014, § 1, 12-11-2014)

2018 Chatham County Board of Assessors

4-0005-19-009

Property Record Card

701 BUTLER AVE TYBEE ISLAND

APPRAISER	MWTHOMAS	LOT 10-A & PORTION OF LOT 10-B WARD 2 TYBEE PRB 40P 107 .13 AC	MOODY B LYNN & DONNA H*	CAMA	ASMT		
LAST INSP	03/14/2017		329 BONAVENTURE RD	192,600	192,600	LAND	1
APPR ZONE	000008		SAVANNAH GA 31404	528,700	528,700	BLDG	1
						OBXF	0
				721,300	721,300	Cost - MS	

SALES	BOOK / PAGE	INS	VI	QU	RSN	PRICE
03 Sep 2010	363T 508	WD	I	Q		300,000
GRANTOR:DAVIS RANDALL L						
*GRANTEE:MOODY B LYNN & DONNA H**						
08 May 2006	306A 0328	WD	I	Q	QW	950,000
GRANTOR:L N GORDON LLC						
GRANTEE:DAVIS RANDALL L						
21 Jun 2002	236Z 0240	NA	I	U	UN	
GRANTOR:GORDON LOU NORA						
GRANTEE:L.N. GORDON, LLLP						

[Click for larger picture]

CODES		
PROPERTY USE	0006	RESIDENTIAL
UTA	0004	Tybee Island
NBHD	020216.00	T216 TYBEE BTL WEST
EXEMPTIONS		

HISTORY	LAND	IMPR	TOTAL	
2017	192,600	483,900	676,500	Cama
2016	193,300	477,200	670,500	Cama
2015	193,300	489,200	682,500	Cama
2014	193,300	495,700	689,000	Cama
2013	193,300	380,600	573,900	Cama
2012	193,300	142,700	336,000	Cama
2011	193,300	78,700	272,000	Cama
2010	335,900	61,900	397,800	Cama
2009	336,000	193,000	529,000	Over

PERMITS	TYPE	DATE		AMOUNT
11-0013	RN	20 Dec 2011	Comp	59,850
11-0013		20 Dec 2011	Comp	NaN
060339	RN	02 Dec 2010	Comp	65,000
10-0521	RN	02 Dec 2010	Comp	1,000

COMMENTS:	
23 Sep 2010	TY11 363T/508: *SVRSHP
17 Dec 2008	TY09 NEW PIN; SPLIT OUT OF 4-5-19-6 12/17/08 PL

LAND

ID#	USE DESC	FRONT	DEPTH	UNITS / TYPE	PRICE	ZONING	LCTN	TOPO	OTHER	ADJ1	ADJ2	ADJ3	ADJ4	MKT VALUE
109548	SINGLE FAMILY RES	0	0	1.00-LT	175100.00	R2				SZ10				192600


Untitled Map
Legend
Google Earth
100 ft

701 US-80

Image capture: Aug 2017 © 2018 Google

Tybee Island, Georgia

Google, Inc.

Street View - Aug 2017

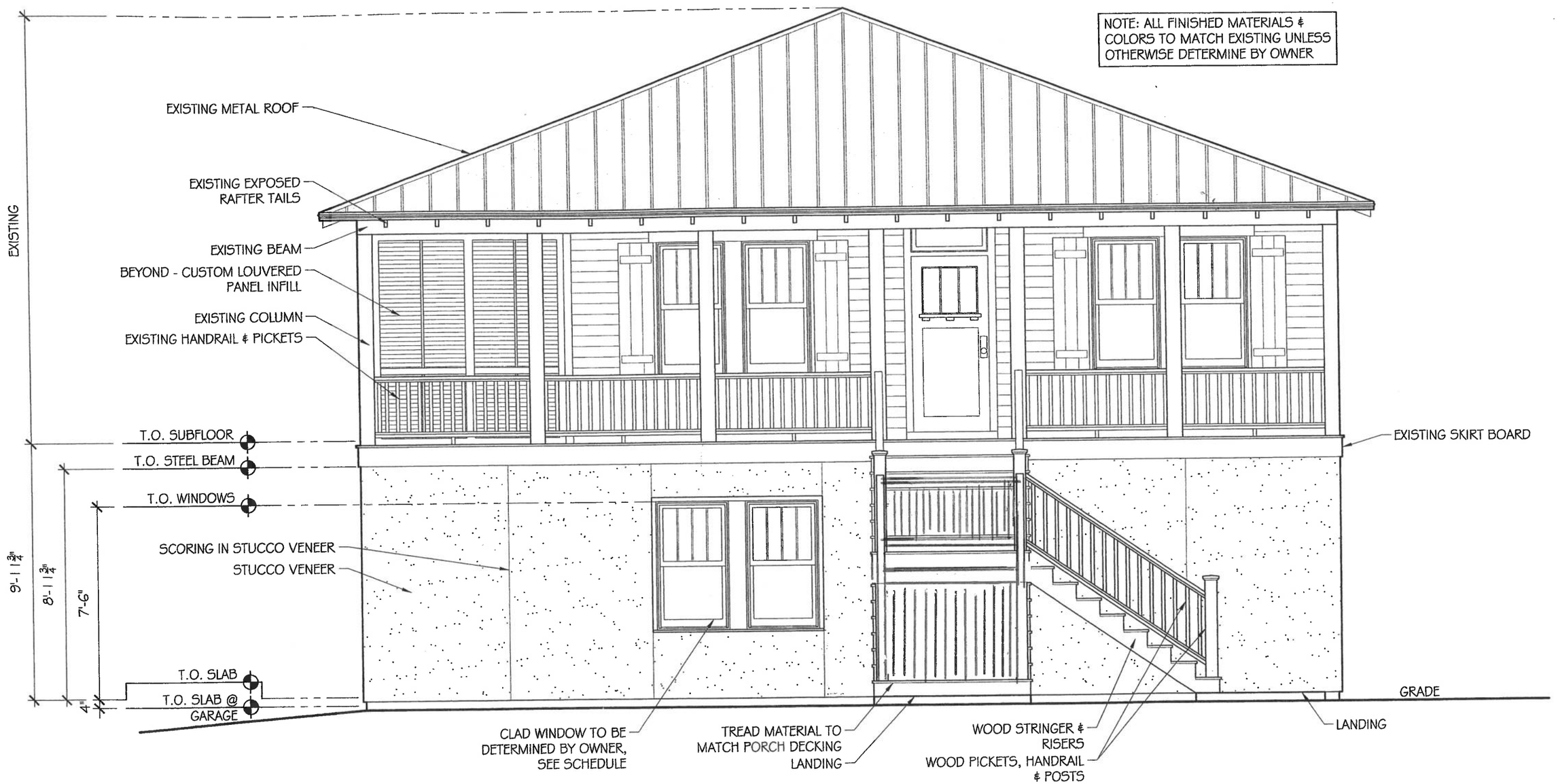
Google Maps 702 US-80

Image capture: Aug 2017 © 2018 Google

Tybee Island, Georgia

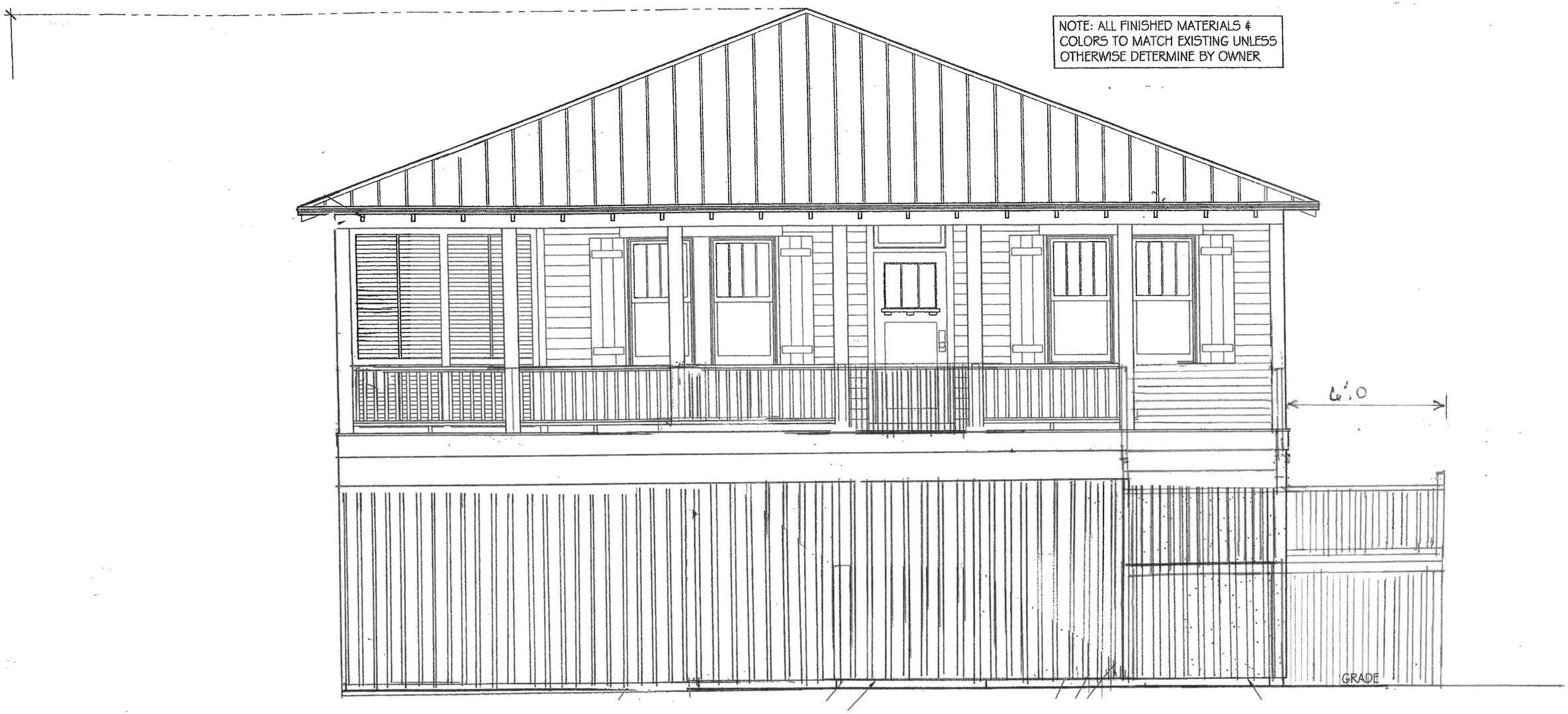
Google, Inc.

Street View - Aug 2017



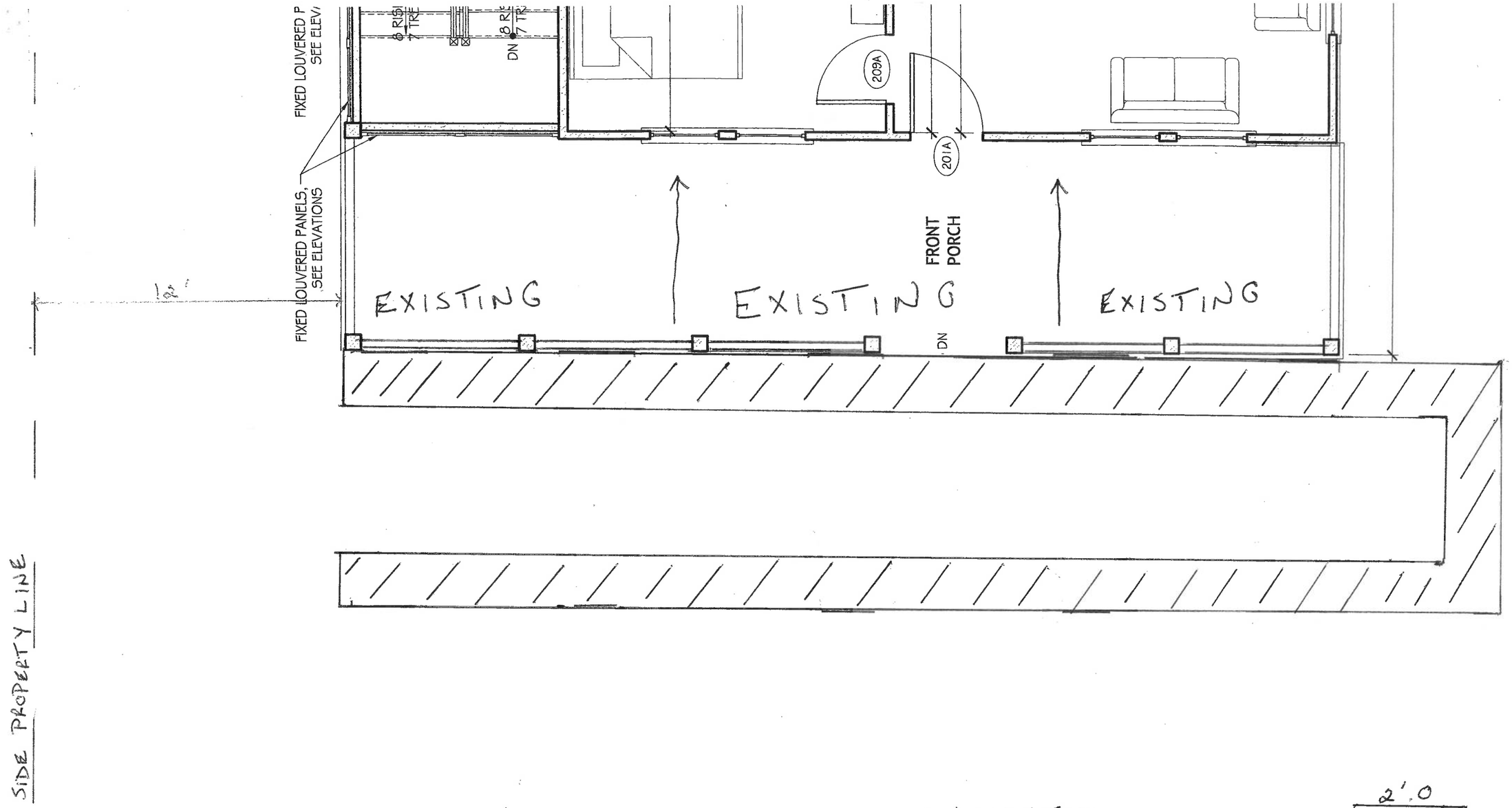
EXISTING PROFILE

EAST ELEVATION



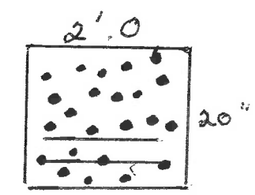
NEW PROFILE

EAST ELEVATION



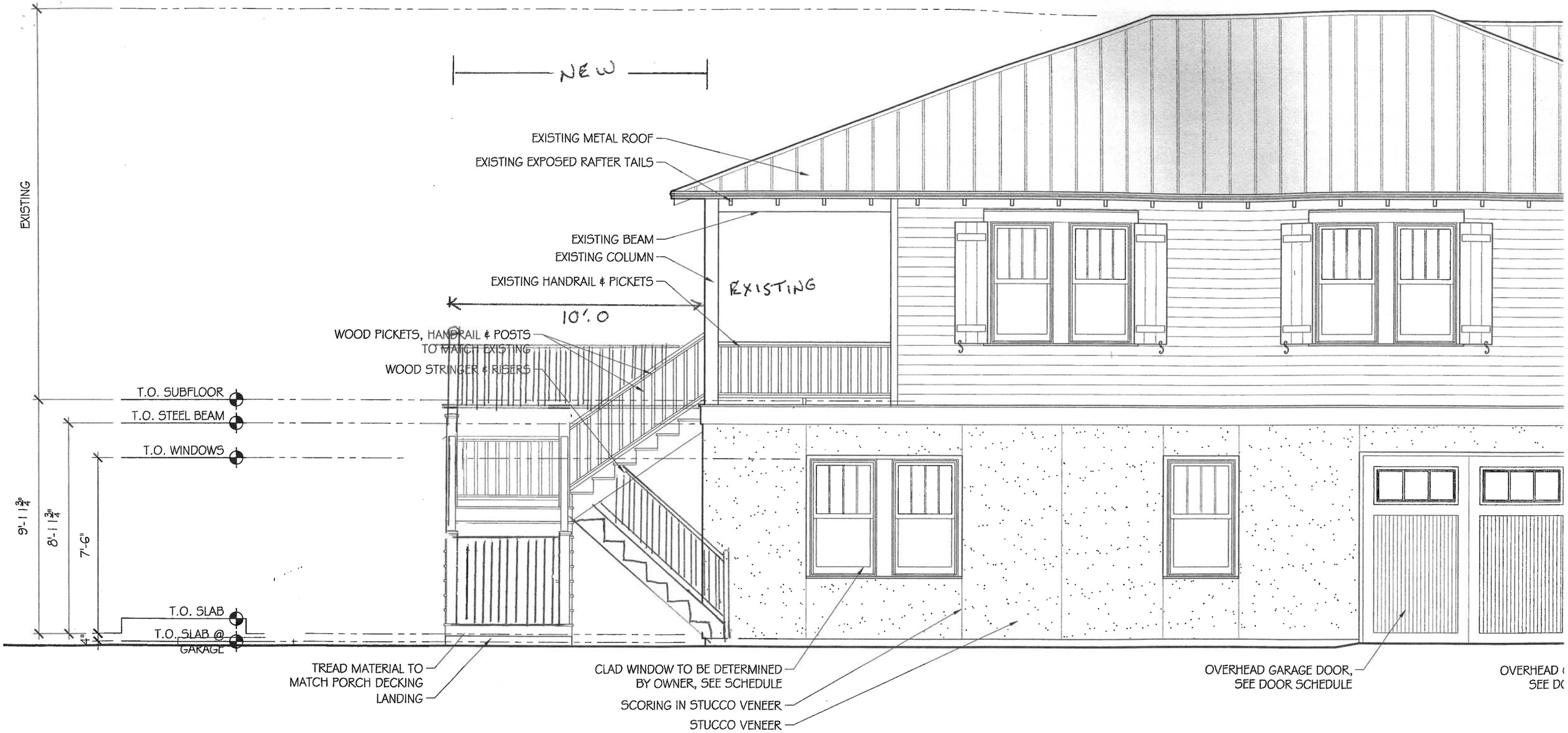
CONTINUOUS FOOTING DETAIL

1/4" = 1'.0



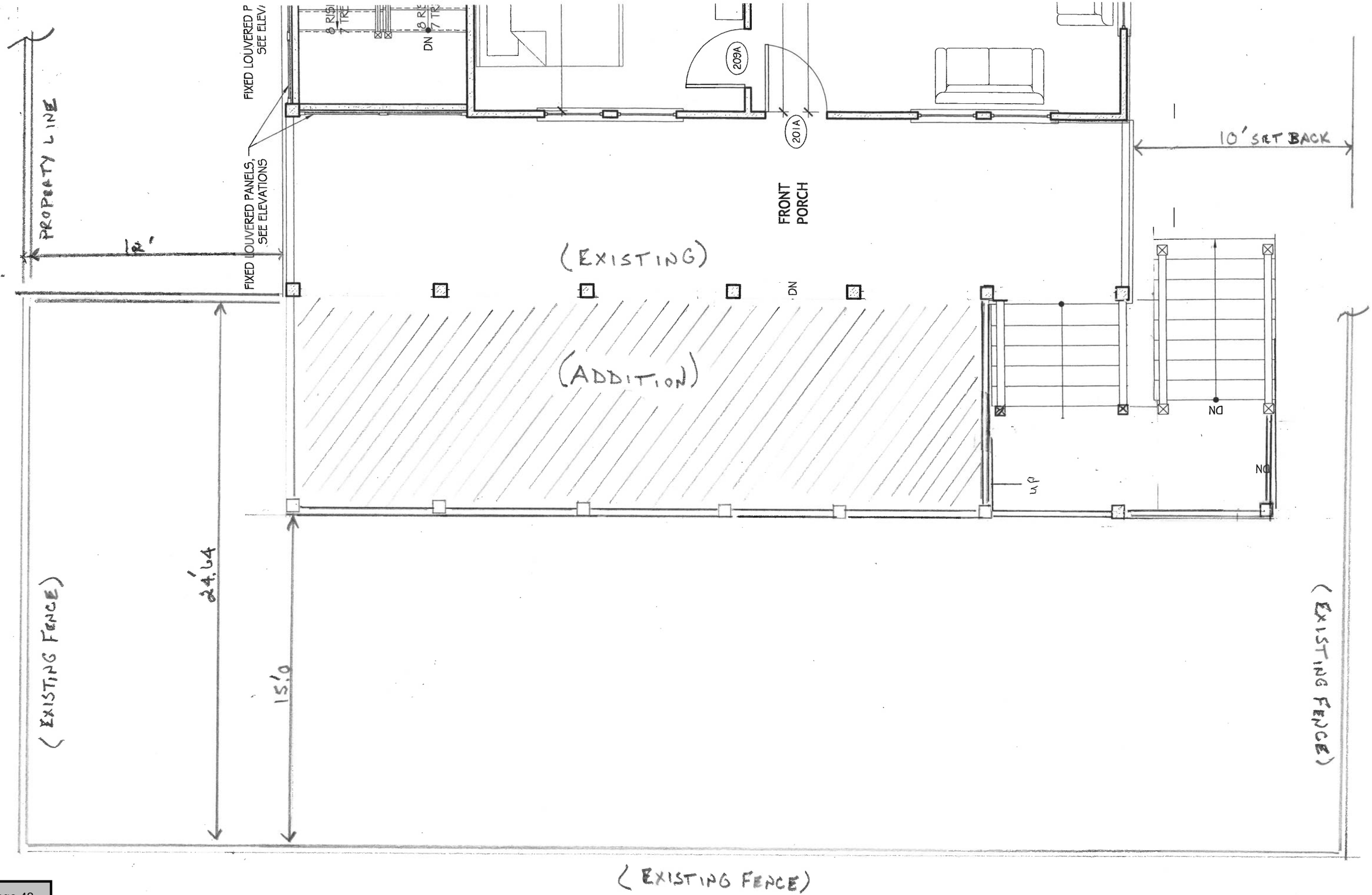
1/2" = 1'.0

FOOTING DETAIL



NORTH ELEVATION

2 3 4 5 6 7 8 9 10 11 12 13

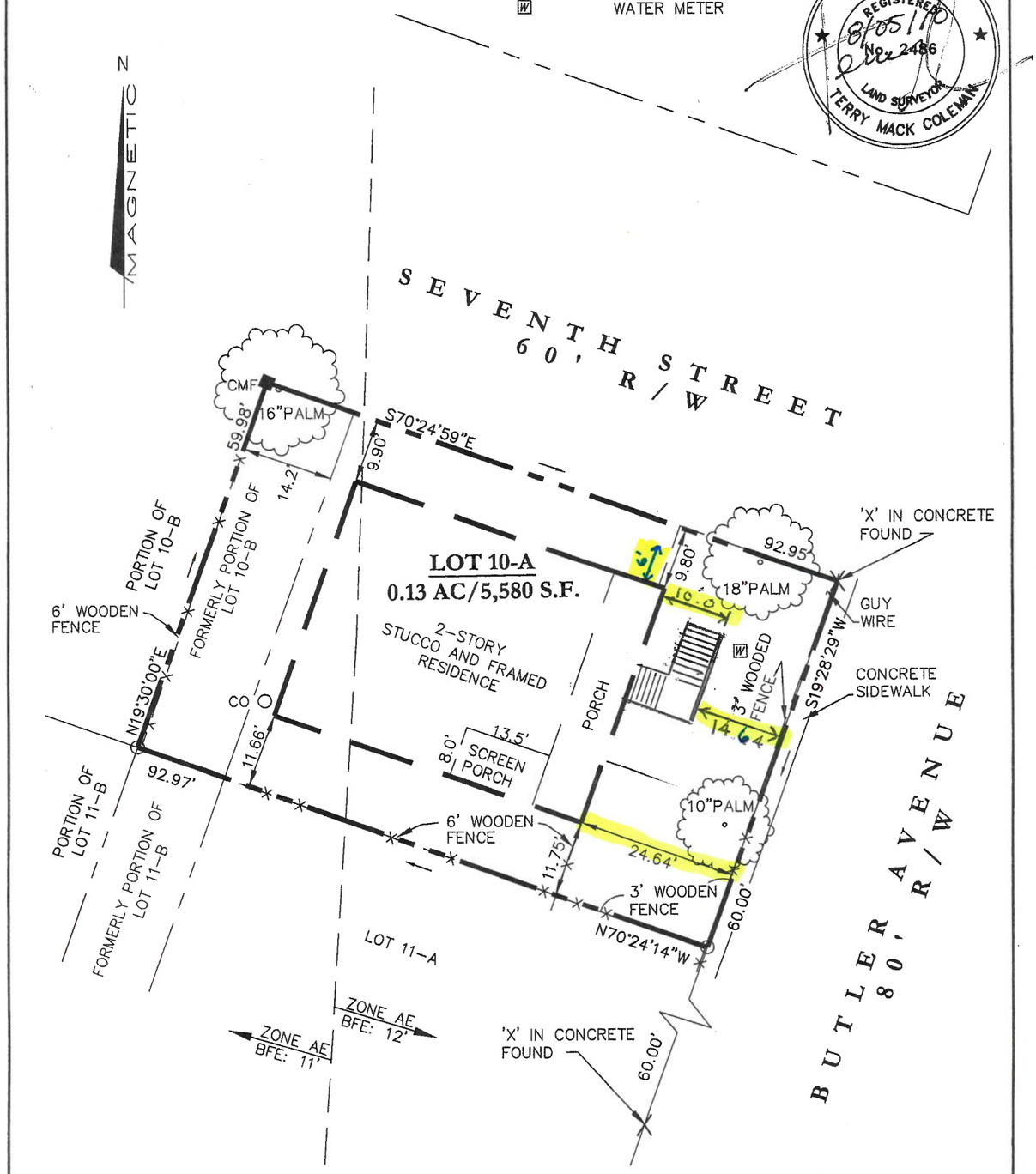

FIXED LOUVERED P
SEE ELEV
FIXED LOUVERED PANELS,
SEE ELEVATIONS
PROPERTY LINE
12'
DN
209A
201A
FRONT
PORCH
10' SET BACK
(EXISTING)
(ADDITION)
DN
DN
DN
UP
24'-6"
15'-0"
(EXISTING FENCE)
(EXISTING FENCE)
(EXISTING FENCE)

Kern-Coleman & Co. LLC.
Consulting Engineers • Land Surveyors • Land Planners
Architects • Landscape Architects • Environmental Scientist
7 Mall Court (31406)•P.O. Box 15179•Savannah, Georgia 31416
Telephone: (912) 354-8400•Fax: (912) 356-1865•E-mail: info@kerncoleman.com

LEGEND

○	IRS	IRON ROD SET
□	CMS	CONCRETE MONUMENT SET
	R/W	RIGHT-OF-WAY
	BSL	BUILDING SETBACK LINE
○	CO	CLEAN OUT
[W]		WATER METER

GEORGIA REGISTERED No. 2486 LAND SURVEYOR TERRY MACK COLEMAN 8/05/10



NOTES:

1. PROPERTY ADDRESS: 701 BUTLER AVE., TYBEE ISLAND, GA.
2. PARCEL IDENTIFICATION NUMBER: 4-0005 -19-009.
3. THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON PLAT RECORD BOOK 40P-PAGE 107.
4. BASED ON MY OBSERVATION THIS PROPERTY IS LOCATED IN ZONE AE, BASE FLOOD ELEVATIONS 11' AND 12', A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP, COMMUNITY No. 1305C0213F, DATED SEPTEMBER 26, 2008.

REFERENCE:

1. PLAT RECORD BOOK 40-P, PAGE 107.
2. PLAT RECORD BOOK D, PAGE 159.

SURVEY DATE: 08/05/10
EQUIPMENT USED: ELECTRONIC TOTAL STATION
PLAT ERROR OF CLOSURE: 1/204,210

20' 10' 0' 20'
GRAPHIC SCALE: 1"=20'

SCALE: 1"=20'	DRAWING TITLE:	**AN AS-BUILT SURVEY OF LOT 10-A, BEING LOT 10-A AND PORTION OF LOT10-B, WARD 2 5TH G.M. DISTRICT, CITY OF TYBEE ISLAND CHATHAM COUNTY, STATE OF GEORGIA**
PROJECT NO: 100449	AS-BUILT SURVEY	**PREPARED FOR: LYNN MOODY**
DATE: 08-04-10		
DRAWN BY: MDF		
CHECKED BY: MDF		
SHEET NO: 1/1		

PLANNING COMMISSION
NOTICE OF DETERMINATION

Meeting date: 12/17/2018

Project Name/Description: consideration of setback encroachment - 701 Butler Avenue – Zone R-2 - 4-0005-19-009 – Lynn Moody.

Action Requested: Zoning Variance

Special Review		Subdivision:
Site Plan Approval		Sketch Plan Approval ___ Conceptual ___
Variance	X	Preliminary Plan Approval ___
Map Amendment		Final Plat Approval ___
Text Amendment		Minor Subdivision ___ Major Subdivision ___

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition: ☐ Approval ☒ Denial ☐ Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair
Bossick	X		Vice Chair
Robertson	X		MOTION
Gann	X		
Bramble	X		
Matlock	X		
McNaughton	X		SECOND

Planning Commission Chair: _____ Date: 1/2/19

Planning & Zoning Manager: _____ Date: 12-28-2018

Backup material for agenda item:

7. PLANNING COMMISSION MINUTES FOR DECEMBER 17, 2019

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

Planning Commission Meeting
MINUTES
December 17, 2018

Chair Bishop called the December 17, 2018, Tybee Island Planning Commission meeting to order. Commissioners present were **Tina Gann, Marianne Bramble**, **Alan Robertson**, **David McNaughton**, **Ron Bossick** and **Charles Matlock.**

Consideration of Minutes:
Chair Bishop asked for consideration of the November 19, 2018, meeting minutes. **Alan Robertson** made a motion to approve with changes he addressed with planning staff. **Vice Chair Ron Bossick** seconded. The vote to approve was unanimous without **Charles Matlock's** vote; he was not present at the November 19 meeting.

Disclosures/Recusals:
Chair Bishop asked if there were any disclosures or recusals. **David McNaughton** asked to recuse himself from agenda item five, the Map & Text Amendment for 68B Lewis Avenue, and asked to leave the commission to address this application from the floor as an interested party.

Old Business:
Chair Bishop asked if there was any old business. There was none.

New Business:
Minor Subdivision: separating one lot to make two single-family lots - 1809 Chatham Avenue – Zone R-2 - 4-0009-13-009 – Kelley B. Parker.
George Shaw stated this area was actually two lots before, one smaller and one larger and now they are moving the lot line to make two conforming lots. This does meet the requirements of the Land Development code and both lots have access and drainage. **Staff** recommends approval. **David McNaughton** asked why the dunes were not marked on the minor subdivision map. **George Shaw** stated that is not required on a survey to be recorded at the courthouse. **Ron Bossick** asked if the city engineer looked at storm water capacity of where they are tying in. **George Shaw** stated the city put a pipe in recently to help with water flow, but the City could not get a big enough one in that area. The owners of this property will be putting in some tide flaps so the water does not go on the property from the pipe. The pipe may not be suitable for all of the properties along Chatham to drain into, especially at high tide. **Demery Bishop** stated the standing water on that property is a concern. **George Shaw** stated the applicant's drainage plan would help the property drain. The residents at 1811 Chatham Avenue have the right to tie into that pipe; they have not yet done so. **Frank Kelly,** who lives at 1706 Inlet Avenue, Tybee Island, approached the Planning Commission and stated there is definitely a water issue at Alley 3 located beside this property. The water always sits there. He stated he thinks it is a wetland because the water looks blue, which is a sign of a swamp or wetlands. In addition, he is concerned the water would come toward Inlet Avenue if they drain that water off that area. **David McNaughton** made a motion to approve with the condition to determine whether there are wetlands on the property. **Alan Robertson** seconded. The vote to approve was unanimous.

Zoning Variance: consideration of setback encroachment - 701 Butler Avenue – Zone R - 2-4-0005-19-009 – Lynn Moody.

George Shaw stated this applicant would like to add an addition to the existing front porch. The porch currently is not in the setback, it is a little over twenty-four feet from property line. They would like to encroach into the front setback about five feet and the side setback with a new set of stairs as much as seven feet. **Staff** recommends denial. **Vice Chair Ron Bossick** stated in Sec.3-050 – "Obstruction to visions at street intersections" Was that measurement done for this application? **George Shaw** stated he has not looked at that and certainly would if this is approved, before construction. **Lynn Moody,** who lives at 701 Butler Avenue, Tybee Island, approached the Planning Commission and stated he would like to expand the porch 220 square feet to accommodate his expanding family, who all love to sit on the porch at the same time. **Marianne Bramble** asked if the steps were encroaching when he purchased the property. **Lynn Moody** stated yes, "we purchased the house in 2010. In addition, we did some construction to it at that time. He stated during that time the city asked him to cut the steps back three feet, which he did." **Alan Robertson** stated there have been more and more variance requests in the past couple of years and he would like to remind the commission about the risk of waking up one day and the density on the Island will be exhausted. **Alan Robertson** made a motion to deny. **David McNaughton** seconded. The vote to deny was unanimous.

Zoning Variance: consideration to cover existing deck that is in setback – 23 Atlantic Avenue – Zone C-1(C) – 4-0008-03-012 – Robert Glisson.

George Shaw stated this property has a second floor porch that extends well into the setback and has been there a long time. Additional construction is not allowed by code. The roof was added without a building permit. When it was discovered, the owner was told it was not allowed and had to seek a variance to keep the roof. **Staff** recommends denial. **Robert Glisson,** who lives at 23 Atlantic Avenue, Tybee Island, approached the Planning Commission and stated he has been on Tybee since 1956 and has built several places on Tybee by code. He stated he built the house at 23 Atlantic Avenue the same time he put in the amusement park on Tybrisa and used it to store the rides, then later his help needed to stay there. He stated a few weeks ago, he had a crew painting the building and it was so hot he decided to have them go ahead and put a roof over the porch for shade. Then he had a courtesy inspection by the county inspector and was told how to build the roof the right way. He went the next day to get the permit and that is when Planning and Zoning told him he could not build the roof because it was in the setback and needed to ask for a variance. **Charles Matlock** made a motion to deny. **Alan Robertson** seconded. Voting in favor were **Alan Robertson**, **Vice Chair Ron Bossick** and **Charles Matlock**. Voting against were **David McNaughton, Tina Gnann** and **Marianne Bramble**. Motion tied 3-3. **Chair Demery Bishop** voted for the motion. Motion to deny carried 4 to 3.

Site Plan approval: consideration of a new restaurant – 1601 Inlet Avenue – Zone C-I/SE – 4-0008-17-003 – Joshua Navon.

George Shaw stated the applicant would like to take the old Post Office building and turn it into a restaurant. The biggest concern is the parking. The code allows for a structure less than 2,000 square feet to not have to add parking if they are within 1,000 feet of public parking in the C-1 district. He stated when he measured it was slightly over 2,000 but the applicant informed him that the interior useable space of the building is just less than 2,000 square feet. Technically, with that measurement they meet that requirement for not having to have parking. There are a couple spaces in the front of the building. The back is mainly a loading/unloading area. The applicant plans to put decking in the back area. **Staff** does not recommend approval. **Vice Chair Ron Bossick** asked if the loading dock was included in that square footage, because the way the code reads it should be included. In addition, with that area the building would be over the 2,000 square feet. **George Shaw** stated he did not include that area and now thinks it should have been included in the square footage and he will check on that again. **Vice Chair Ron Bossick** stated the proposed site plan shows decking completely in the back area. Where will the loading and unloading take place and where will they place the dumpsters? **Keith Gay** of Tybee Beach Vacation rentals approached the Planning Commission and stated he was here on behalf of Mr. and Mrs. Gosner of 1603

Lovell Avenue across the street and Mr. and Mrs. Pomeroy who live at 1601 Lovell Avenue on the north side of 1601 inlet Avenue. The concerns these neighbors have is the noise and traffic that this new business will contribute to that space. **Mark Reed,** who lives at 1515 Lovell Avenue Tybee Island, approached the Planning Commission and stated he lives catty-corner to 1601 Lovell Avenue and he wanted to address some things for the Planning Commission to consider. They are noise, trash and water. He stated there is already a noise problem in that area from the other restaurants, this will add more. The trash that falls out of the dumpsters from the other restaurants blows down the street and sits there. In addition, the drainage from the cleaning supplies gunk from the deck will be draining to the street and ocean. **Joshua Navon** who lives at 6 White Oak Lane, Tybee Island, approached the Planning Commission and stated that according to his engineer and architect the building is under the square footage that is allowed to not require parking. He also stated this would be a family seafood restaurant, not a nightclub. His wife will be the chef for the restaurant. **Tina Gann** asked how he would make the neighbors happy. **Joshua Navon** stated he would do whatever is needed to keep the neighbors happy. **Vice Chair Ron Bossick** stated there are too many inconsistencies in the square footage for this building. **Alan Robertson** made a motion to deny. **Tina Gann** seconded. Voting in favor were **Alan Robertson**, **Tina Gann**, **Vice Chair Ron Bossick**, **Marianne Bramble** and **Charles Matlock**. Voting against was **David McNaughton**. Motion to deny carried 5 to 1.

Map Amendment & Text Amendment: consideration of zoning use change from RT to C-2 – Lot 68B Lewis Avenue – Zone RT – 4-0003-06-002B – Julie A. Livingston.

George Shaw stated that the applicant would like to change the zoning on this lot that is the third lot down Lewis Avenue from Highway 80. The first two lots are already C-2 and this third lot which is lot 68B is zoned R-T. He stated he could not find any record of why it was zoned R-T. For consistency sake **staff** recommends approval. **Steve Knutson,** who lives at 116 Lewis Avenue, approached the Planning Commission and stated the two lots in front of the lot in question are about 341 feet down Lewis Avenue into the neighborhood from Highway 80. There are four houses directly across from this property that will be impacted by this change as well as others. There has been talk that a miniature golf might be going in this spot. He is very concerned about noise and what might go in that area if the mini golf does not do well. **David McNaughton** who lives at 144 Lewis Avenue, Tybee Island, approached the Planning Commission and stated that the staff report suggests that R-T is an inappropriate zoning for this lot and C-2 would be more appropriate. He stated that seventeen years ago residents of Lewis Avenue petitioned the city to rezone the street from R-2 to R-1-B to preserve the lower density of Lewis Avenue. Then there was a Council meeting on April 13 of 2000, with the owner of lot 68A & lot 68B asking Council to rezone both lots from R-2 to C-2. At that meeting, there was an objection that it would push the commercial into Lewis Avenue more than 300 feet. The result of that was to rezone 68A to C-2 and 68B to R-T. Tybee code describes R-T as “a district where tourist and residence can mix, but primarily residential.” In addition, the C-2 designation states “intended for location along arterial streets where the negative impacts of traffic congestion, noise, intrusions into residential neighborhoods will be minimized.” The definition for arterial streets reads “those used or intended primarily for fast or heavy traffic.” Right now Highway 80’s speed limit is 35 and Lewis Avenue’s speed limit is 20. That means Lewis Avenue is not an arterial street and not worthy of C-2 zoning. He asked the Planning Commission to recommend City Council deny the re-zoning request. **Dee McCoy Hunter,** who owns 161 Lewis Avenue Tybee Island, approached the Planning Commission and asked that the Planning Commission deny the map amendment. She stated the commercial development would bring higher density traffic to an already very narrow street that is very residential. **Fran Galloway,** who lives at 153 Lewis Avenue, Tybee Island, approached the Planning Commission and stated this rezoning would be more devastating to our homes and neighborhood than the disasters Lewis Avenue has already been through. **Janice Insley**, who lives at 168 Lewis Avenue, Tybee Island, approached the Planning Commission and stated that she bought her home in 1992 and at that time, it was full time residences and families. She stated this would change the character of the neighborhood and most of the residents do not want any kind of business on that street. **Sherry Simmons**, who lives at 1311 Sixth Avenue, Tybee Island, approached the Planning Commission and stated she is here to represent a friend, Colleen Bozard, who lives at 139 Lewis Avenue, Tybee Island. She stated they bought their home on Lewis Avenue for the

strong neighborhood feeling and they are very concerned that any kind of business on Lewis Avenue will threaten that small community. In addition, the street is very narrow. **Thomas Lee Jr**., who lives at 7 Naylor Avenue, Tybee Island, approached the Planning Commission and stated he is speaking on behalf of his parents, Thomas & Sybil Lee, who own 105 Lewis Avenue, Tybee Island, that is across from lot 68B and they are planning to build a new home there soon. They strongly oppose this rezoning. **Chair Demery Bishop** read a letter that was sent to him from Mr. & Mrs. Lee opposing the rezoning. He also read a letter from Celeste Crane indicating that she owns the house at 107 Lewis Avenue Tybee Island. She stated she is very opposed to the rezoning. **Angie Hill,** who lives at 55 Deerwood Road, Wilmington Island, and **Beau Livingston**, who lives at 801 First Street Tybee Island, approached the Planning Commission and stated they are representing the applicants and they stated the business they want to put on this property is a family style venue. They stated lot 68B would be used for parking, family picnic area and buffers. In addition, all of the concerns from the community can be addressed on the site plan later if this is approved. **Deborah Harrell,** who lives at 133A Lewis Avenue, Tybee Island, approached the Planning Commission and stated Lewis Avenue cannot handle any more traffic. **Fidelia Fowler,** who lives at 7B Village Place, Tybee Island, approached the Planning Commission and stated she thinks this is a bad idea for that area because of how much encroachment there is into the residential area. **Vice Chair Ron Bossick** made a motion to deny. **Tina Gann** seconded. Voting in favor were **Alan Robertson**, **Tina Gann**, **Vice Chair Ron Bossick** and **Charles Matlock**. Voting against was **Marianne Bramble**. Motion to deny carried 4 to 1. **David McNaughton** recused himself, so he did not vote.

Site Plan approval: consideration of new building for pool restrooms – 19 Silver Avenue – Zone C-1 – 4-0008-06-015 – Walt Freeman.

George Shaw approached the Planning Commission and stated this applicant is trying to update this property and would like to use this pool for his vacation rental guests. He would like to add greenspace to reduce runoff on the three sides and a new building for restrooms. **Staff** recommends approval. **Alan Robertson** asked if the building that was in the setback is going to be moved back. **George Shaw** stated that building was removed and the applicant would like to put a new building in the same area. **Alan Robertson** also asked if the drainage would be sufficient. **George Shaw** stated yes, the city engineer states that in his letter. **Vice Chair Ron Bossick** asked how the pool designation (private pool) was arrived. **George Shaw** stated he used that because it is not a public pool for everyone. **Marianne Bramble** stated this applicant came to us a couple months ago with ideas but no plan and now he is back with a plan. He did as we requested and it looks like a good plan. **Sondra Perry,** who lives at 17 Silver Avenue, Tybee Island, approached the Planning Commission and stated that she is very excited about this pool and this new owner. The owner before did not take care of the property. **Walt Freeman** and **Summer Roberson,** who live at 129 Lewis Avenue, approached the Planning Commission. **Summer Roberson** stated they are seeking approval for the reconstruction and repairs at 19 Silver Avenue. **Vice Chair Ron Bossick** asked if they have been in contact with Chatham County about the pool requirements. **Walt Freeman** stated he has been in touch with Chatham County and the Health Department on what he needs to do through them. **Keith Gay** of Tybee Beach Vacation Rentals approached the Planning Commission and stated that he is all for this renovation and it would really improve the area. **Alan Robertson** made a motion to approve. **Charles Matlock** seconded. The vote to approve was unanimous.

Adjournment: Vice Chair Ron Bossick. **Marianne Bramble** seconded. Meeting adjourned at 10:30pm.

Lisa L. Schaaf

Backup material for agenda item:

8. PLANNING COMMISSION MINUTES FOR JANUARY 14, 2019

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

Planning Commission Meeting
MINUTES
January 14, 2019

Chair Bishop called the January 14, 2019, Tybee Island Planning Commission meeting to order. Commissioners present were **Marianne Bramble**, **Alan Robertson**, **Ron Bossick** and **Charles Matlock.**

Consideration of Minutes:
Chair Bishop asked for consideration of the December 17, 2018, meeting minutes. **Alan Robertson** made a motion to approve. **Vice Chair Ron Bossick** seconded. The vote to approve was unanimous.

Disclosures/Recusals:
Chair Bishop asked if there were any disclosures or recusals. There were none.

Old Business:
Chair Bishop asked if there was any old business. There was none.

New Business:
Chair Bishop asked to read into the record a letter from Demery Bishop and the other members of the Planning Commission to Alan Robertson, Charles Matlock and David McNaughton. "*I would feel remiss as Chair of our Planning Commission if I did not take a moment to express to you my sincere appreciation for the countless hours each of you have devoted of your personal time to Planning Commission agenda items over the past two years. I truly believe that, as a volunteer body, we have coalesced into a caring, dedicated and professional entity by representing the citizens of Tybee Island and placing their welfare and wellbeing first and foremost. It is a distinct pleasure to serve with each of you and the other members of this commission, Maryann, Ron and Tina, and I thank each of you for the same.*"

<u>Text Amendment: Sec. 2-010 Terms & Definitions – Text changes.</u>
George Shaw approached the Planning Commission and stated the way this ordinance reads right now could be interpreted as allowing elevators to open above the thirty-five foot height limit. He stated this is a rough draft to change the wording to make it very clear that if it is necessary to have mechanicals or elevator shaft extending above the thirty-five feet but not to allow the elevator open to the roof. **Vice Chair Ron Bossick** stated the wording does not clarify what we need to interpret. **George Shaw** stated passenger ingress and egress could be added if that clarifies it better. Alan Robertson made a motion to include the wording "*The portion of an elevator shaft necessary for the operation of an elevator may extend above thirty-five feet but no passenger ingress or egress elevator doors may open above thirty-five feet.*" Charles Matlock seconded. The vote to approve was unanimous.

Adjournment: Vice Chair Ron Bossick. **Marianne Bramble** seconded. Meeting adjourned at 7:30pm.
Lisa L. Schaaf

Backup material for agenda item:

9. The purpose of this agenda item is seek the City Council's approval to amendment the General Fund fiscal year 2018-2019 operating and capital budget by increasing the budget by $207,273 from $13,761,695 to $13,968,968.

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

City Council Agenda Item Request

Council Meeting Date for Request: February 14, 2019

Item: The purpose of this agenda item is seek the City Council's approval to amendment the General Fund fiscal year 2018-2019 operating and capital budget by increasing the budget by $207,273 from $13,761,695 to $13,968,968.

Explanation: The purpose of this agenda item is seek the City Council's approval to amend the General Fund's fiscal year 2018-2019 operating and capital budget by an increase of $207,273 from $13,761,695 to $13,968,968 in order to cover the cost of numerous new expenditures.

Budget Line Item Number (if applicable):

A detail of the General Fund's budget changes by department is shown in the Attachment A, schedule included with this agenda item.

REVENUES

The summary of the changes in the Revenue Budget's line items are explained below:

Revenue Category	Current Budget	02-14-2019 Budget Amendment	02-14-2019 Amended Budget
GENERAL FUND REVENUE BY CATEGORY			
Taxes	$ 4,264,612.00	$ 28,090.00	$ 4,292,702.00
License and permits	$ 361,000.00	$ 15,472.00	$ 376,472.00
Intergovernmental	$ 309,976.00	$ (2,000.00)	$ 307,976.00
Charges for Services	$ 3,420,100.00	$ 101,180.00	$ 3,521,280.00
Fines and forfeitures	$ 1,017,296.00	$ (17,533.00)	$ 999,763.00
Investment Income	$ 40,000.00	$ 50,000.00	$ 90,000.00
Contributions and donations	$ -		$ -
Miscellaneous	$ 137,200.00	$ 712.00	$ 137,912.00
Other Financing Sources	$ 4,211,511.00	$ 31,352.00	$ 4,242,863.00
TOTAL REVENUES	**$ 13,761,695.00**	**$ 207,273.00**	**$ 13,968,968.00**

- Increased the Insurance Premium Tax line item (100.00.31.6200) by $27,950 from $186,000 to $213,950 based on the actual money collected;
- Increased the Interest Income Revenue line item (100.00.36.1100) by $50,000, from $40,000 to $90,000;
- Re-allocated $200,000 from Parking Pay/Display Revenue line item (100.00.34.5418) to Parking Passport Revenue line item (100.00.34.5421) in order to track the money collected from the mobile device separately from the money collected directly using the pay & display machines;

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

- Increased the Parking Pay/Display line item (100.00.34.5418) by $100,000 from $2,800,000 to $2,900,000 based on the City Manager's and Parking Services Divisions projected revenue collections when the City implements the "Surged Pricing" for the weekend of Memorial Day, and each weekend in the month of June, 2019. The money will be used to help pay for French Barricades.

- Decreased the Information Technology Fee line item (100.00.35.1172) by ($17,533) from $74,596 to $57,063 due to the City's discontinuance collection of this fee;

- Increased the Penalty for Short-term Registration line item (100.00.32.4310) by $11,000 from $2,000 to $13,000; and

- Increased the Transfer in from Hotel-Motel Excise Taxes line item (100.00.39.1200) by $31,000 from $1,611,313 to $1,642,313.

EXPENDITURES

The summary of the changes in the Expenditure Budget's line items are explained below:

01-10-2019 Amended Current Budget	02-14-2019 Budget Amendment	02-14-2019 Amended Budget	Department	Department Name
GENERAL FUND DEPARTMENT EXPENDITURE BUDGET				
$ 113,155	$ -	$ 113,155	100.1130	Clerk of Council
$ 560,085	$ -	$ 560,085	100.1320	City Manager
$ 141,915	$ -	$ 141,915	100.1510	Finance Director
$ 364,406	$ -	$ 364,406	100.1512	Finance Accounting Division
$ 35,520	$ -	$ 35,520	100.1517	Finance Accounts Payable Division
$ 53,590	$ -	$ 53,590	100.1519	Finance Payroll Division
$ 656,117	$ 30,000	$ 686,117	100.1535	Information Technology
$ 132,060	$ -	$ 132,060	100.1540	Human Resources
$ 756,656	$ -	$ 756,656	100.1565	Building Maintence
$ 306,368	$ -	$ 306,368	100.2650	Municipal Court
$ 2,529,622	$ 22,467	$ 2,552,089	100.3210	Police Adminstration
$ 333,233	$ -	$ 333,233	100.3215	Police Beach Patrol
$ 877,020	$ 3,806	$ 880,826	100.3510	Fire Department
$ 1,832,505	$ 150,000	$ 1,982,505	100.4210	Public Works
$ 249,814	$ -	$ 249,814	100.6210	Parks Administration
$ 717,630	$ -	$ 717,630	100.7220	Community Development & Planning
$ 121,973	$ -	$ 121,973	100.7300	Mainstreet Division
$ 512,572	$ -	$ 512,572	100.7564	Parking Services
$ 70,382	$ (30,000)	$ 40,382	100.9000.57	Other Costs (Contingencies)
$ 89,582	$ -	$ 89,582	100.3920	Emergency Management
$ 571,992	$ -	$ 571,992	100.9000.61.	Other Financing Uses
$ 353,620	$ -	$ 353,620	100.4250	Storm Drainage
$ 20,000	$ -	$ 20,000	100.7550	Downtown Development
$ 90,000	$ -	$ 90,000	100.4520	Solid Waste
$ 48,750	$ -	$ 48,750	100.7520	South Business District
$ 463,200	$ 31,000	$ 494,200	100.6230	Parkways & Boulevards
$ 65,700	$ -	$ 65,700	100.6222	Concession Stand
$ 370,212	$ -	$ 370,212	100.6172	Museums
$ 120,000	$ -	$ 120,000	100.6125	Beach Related
$ 349,943	$ -	$ 349,943	100.6124	Lifeguards
$ 168,950	$ -	$ 168,950	100.6122	YMCA
$ 225,775	$ -	$ 225,775	100.6110	Cultural & Recreation
$ 247,000	$ -	$ 247,000	100.1530	Legal
$ 212,348	$ -	$ 212,348	100.1110	Mayor & Council
$ 13,761,695	**$ 207,273**	**$ 13,968,968**	**Grand Total General Fund**	

- Increased the Police Departments Small Equipment – Tech Fees line item (100.3210.53.1620) by $9,063 from

$48,000 to $57,063 in order to match actual money collected in the off-setting Technology Fee revenue account;

- Established a budget in the Police Department of $13,403 for a Contract Services – Leases line item (100.3210.52.1316) to cover the cost of managing the AT&T camera monitoring system;

- Increased the Public Works Administration Department's Machinery & Equipment capital line item, (100.4210.54.2100) by $150,000, from $156,131 to $306,131 in order to budget for the purchase of French Barricades. The money to pay for the barricades will come from the projected $100,000 extra money from "surge parking revenue" and the $50,000 increase in the interest income revenue line item;

- Increased the Information Technology Department's Salary line item (100.1535.51.1100) by $30,000 from $136,940 to $166,940 in order to cover the cost to hire and train a new Computer Technician to replace the current Computer Technician who plans to retire prior to the end of the fiscal year; and

- Decreased the Contingency line item (100.9000.57.9001) by ($30,000) from $30,382 to $382 in order to transfer the money to the Information Technology Department's Salary line item (100.1535.51.1100).

Paper Work: _____X_ Attached*
_____ Already Distributed

Submitted by: _____Angela Hudson, Finance Director
Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

February 6, 2019

ATTACHMENT A

CITY OF TYBEE ISLAND, GEORGIA
BUDGET LINE ITEM AMENDMENT REQUEST FORM

Department Submitted By: 02/14/2019

Date Submitted:

Purpose:

Date Received by Finance:

FINANCE USE ONLY:

Packet No.

BA Ref No.

Date Processed:

Department	*Account Description*	*Account Number*	*Current Budget*	*(Expenditures)*	*Budget Balance*	Requested Budget Adjustment Increase	Requested Budget Adjustment Decrease	Adjusted Budget Balance
REVENUE LINE ITEM INCREASES\DECREASES								
n/a	property taxes mobile home	100.00.31.1320	20.00	(40.88)	(20.88)	100.00	0.00	79.12
n/a	firework taxes	100.00.31.4920		(23.43)	(23.43)	40.00		16.57
n/a	insurance premium tax	100.00.31.6200	186,000.00	(213,949.75)	(27,949.75)	27,950.00		0.25
n/a	zoning variance	100.00.32.3900	500.00	(2,600.00)	(2,100.00)	2,400.00		300.00
n/a	business license penalty	100.00.32.4100	300.00	(337.50)	(37.50)	40.00		2.50
n/a	returned checks	100.00.34.9301	0.00	(32.00)	(32.00)	32.00		0.00
n/a	interest revenue	100.00.36.1000	40,000.00	(73,125.41)	(33,125.41)	50,000.00		16,874.59
n/a	dpw reimbursement	100.00.34.2905	400.00	(1,303.71)	(903.71)	905.00		1.29
n/a	passport parking revenue	100.00.34.5421	0.00	(172,082.51)	(172,082.51)	200,000.00		27,917.49
n/a	parking fees pay/display	100.00.34.5418	3,000,000.00	(1,422,847.42)	1,577,152.58		(200,000.00)	1,377,152.58
n/a	parking fees pay/display	100.00.34.5418	2,800,000.00	(1,422,847.42)	1,377,152.58	100,000.00	0.00	1,477,152.58
n/a	insurance reimbursement	100.00.38.9100	15,000.00	(15,711.90)	(711.90)	712.00		0.10
n/a	Sale of asserts	100.00.39.2100	52,853.00	(53,203.46)	(350.46)	352.00		1.54
n/a	parking revenue - jaycee park	100.00.34.5419	0.00	(125.00)	(125.00)	125.00		0.00
n/a	vehicle impound	100.00.34.6901		(150.00)	(150.00)	150.00		0.00
n/a	information tech fees	100.00.35.1172	74,596.00	(57,063.00)	17,533.00		(17,533.00)	0.00
n/a	penalty short term registration	100.00.33.4310	2,000.00	0.00	2,000.00		(2,000.00)	0.00
n/a	penalty short term registration	100.00.32.4310	0.00	(12,905.00)	(12,905.00)	13,000.00		95.00
n/a	Hotel-Motel Transfer In	100.00.39.1200	1,611,313.00	(919,685.90)	691,627.10	31,000.00	0.00	722,627.10
					SUBTOTAL LINE ITEM REVENUE INCREASES\DECREASES:	**$ 426,806.00**	**$ (219,533.00)**	**$ 3,622,220.71**
					Net Change	**$ 207,273.00**		
					CURRENT BUDGET:	**$ 13,761,695.00**		
					AMENDED BUDGET BALANCE 2-14-2019:	**$ 13,968,968.00**		
EXPENDITURE LINE ITEM INCREASES\DECREASES								
Police Department	Small Equipment - Tech Fees	100.3210.53.1620	48,000.00	(5,802.66)	42,197.34	9,063.00	0.00	51,260.34
Police Department	Contract Services - Leases	100.3210.52.1316	0.00	0.00	0.00	13,404.00	0.00	13,404.00
Public Works	Machinery & Equipment	100.4210.54.2100	156,131.00		156,131.00	150,000.00	0.00	306,131.00
Information Technology	Salaries	100.1535.51.1100	136,940.00	(77,984.57)	58,955.43	30,000.00	0.00	88,955.43
Fire Department	Rental - Leased Vehicle Program	100.3510.52.2321	5,000.00		5,000.00	3,806.00	0.00	8,806.00
Non-dept	Contingencies	100.9000.57.9001	30,382.00		30,382.00		(30,000.00)	382.00
Parkways & Boulevards	Infrastructure - Median Planting Project	100.6230.54.1400	260,000.00	(13,235.00)	246,765.00	31,000.00		277,765.00
					SUBTOTAL LINE ITEM EXPENDITURE INCREASES\DECREASES:	**$ 237,273.00**	**$ (30,000.00)**	**$ 746,703.77**
					Net Change	**$ 207,273.00**		
					CURRENT BUDGET:	**$ 13,761,695.00**		
					AMENDED BUDGET BALANCE 2-14-2019:	**$ 13,968,968.00**		

1.) Signature of Department Director: _____ Date _____

Signature of Finance Employee who Processed the Request: _____

2.) Was the Budget Amendment Request approved by the City Council? ☐ YES ☐ NO ☐ N/A

If yes, please indicate the date approval was given: _____ Date: _____

Attach and minutes from the City Council Meeting

3.) Signature of Finance Director: _____ Date: _____

RESOLUTION

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND:

WHEREAS, the City of Tybee Island is an authorized municipality organized and existing under the laws of the State of Georgia; and

WHEREAS, as a qualified municipality, the City of Tybee Island is entitled to provide certain services and is required to comply with certain obligations; and

WHEREAS, as part of the accounting and budgeting process, the City of Tybee Island is to comply with Governmental Accounting Standards, Board Requirements and Statements; and

WHEREAS, the City of Tybee Island is to maintain its accounts in an appropriate manner so as to comply with auditing requirements and accounting standards and may designate certain funds as enterprise funds or other funds with different status including general funds, special revenue funds, capital project funds, debt service funds, permanent funds, etc.; and

WHEREAS, the City of Tybee Island wishes to clarify certain funds and to establish the authority for the transfer to and from certain funds as may be necessary and appropriate and to restrict transfers from certain funds.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council, in open meeting duly assembled, as follows:

1. To provide for the raising of revenues and appropriations of funds to support the City of Tybee Island, Georgia for fiscal year beginning July 1, 2018 and ending June 30, 2019 in order to provide for the operations of government departments; elected officials, other governmental activities; and to provide for the level of personnel authorized for the various departments the City of Tybee Island hereby amends and adopts the Fiscal Year 2018-2019 Revenue and Expenditure Operating and Capital Budget for the following funds:

General Fund-100	$13,968,968.00
Hotel-Motel Excise Tax Special Revenue fund	$ 3,169,000.00

2. Tybee Island has previously designated certain funds for debt service to be specifically reserved to account for and are restricted to, committed or assigned funds for the expenditure for principle and interest obligations.

3. There is an established special revenue fund used to account and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

4. Capital project funds currently assigned are to include funds set aside by the mayor and council for greenspace, beach renourishment, and capital projects on the city's capital improvement plan as established by the mayor and council.

5. Tybee Island receives Special Purpose Local Option Sales Tax Funds, which are to be separately maintained and segregated and only used for the expenditures for capital improvement projects authorized by county-wide referendum, intergovernmental agreement, and the agreed capital improvement plan of the City.

6. Tybee Island receives hotel/motel tax proceeds which are to be maintained and used as required by Georgia law and only in accordance therewith.

7. Tybee Island continuously accumulates funds for beach nourishment purposes and, further, seeks additional funding for beach nourishment projects including from federal sources, state, county and grant sources to acquire sufficient funds for such projects. All funds received from whatever source in connection with a beach nourishment project must be accounted for in a completely transparent manner and consistent with any restrictions imposed by the grantor of such funds. No transfers from any such restricted funds can be made except upon the express approval of the mayor and council.

8. There is hereby established a stabilization fund to be used to account for transfers from other funds when necessary, with all such transfers being reported to the mayor and council if made by other than the express approval of the mayor and council

9. WHEREAS, The Finance Director has presented for adoption and/or approval the matters addressed herein.

IT IS SO RESOLVED, this the ____ day of _____, 2019.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jason Buelterman, Mayor

ATTEST:

By: _____
Clerk of Council

Backup material for agenda item:

10. To request that the City Council approve a budget amendment to the FY2019 Hotel Motel Excise Tax Special Revenue Fund by increasing the revenue and expenditures by $62,000 from $3,107,000 to $3,169,000.

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

CITY OF TYBEE ISLAND

City Council Agenda Item Request

Council Meeting Date for Request: **February 14, 2019**

Item: To request that the City Council approve a budget amendment to the FY2019 Hotel Motel Excise Tax Special Revenue Fund by increasing the revenue and expenditures by $62,000 from $3,107,000 to $3,169,000.

Explanation: The Finance Department's staff is requesting that the City Council increase the FY2019's Hotel-Motel Excise Tax Special Revenue Fund's budget by $62,000 from $3,107,000 to $3,169,000 in order to transfers an additional $31,000 to the General Fund to cover new expenditures.

Budget Line Item Number (if applicable): See Detailed Budget Amendment included as Attachment A

Paper Work: _____X_ Attached*
_____ Already Distributed
_____ To Be Handed Out at Council Meeting (by Requester)
_____ Audio/Video Presentation**

Submitted by: Angela Hudson, Finance Director

Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

Comments: _____

February 14, 2019

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

ATTACHMENT A

CITY OF TYBEE ISLAND, GEORGIA
BUDGET LINE ITEM AMENDMENT REQUEST FORM

Department Submitted By: 02/14/2019

Date Submitted:

Purpose: **Hotel-Motel Excise Tax Special Revenue Fund Budget increase of $62,000**

Date Received by Finance:

FINANCE USE ONLY:

Packet No.

BA Ref No.

Date Processed:

Department	*Account Description*	*Account Number*	*Current Budget*	*(Expenditures)*	*Budget Balance*	Requested Budget Adjustment Increase	Requested Budget Adjustment Decrease	Adjusted Budget Balance
REVENUE LINE ITEM INCREASES\DECREASES								
n/a	Hotel-motel tax revenue	275.00.31.4100	3,100,000.00	(1,826,463.57)	1,273,536.43	54,000.00		1,327,536.43
n/a	Late charges	275.00.31.9900	7000	(13,864.42)	(6,864.42)	8,000.00		1,135.58
n/a					0.00			0.00
n/a					0.00			0.00
n/a					0.00			0.00
				SUBTOTAL LINE ITEM REVENUE INCREASES\DECREASES:		**$ 62,000.00**	**$ -**	**$ 1,328,672.01**
					Net Change	**$ 62,000.00**		
					CURRENT BUDGET:	**$ 3,107,000.00**		
					AMENDED BUDGET BALANCE 2-14-2019:	**$ 3,169,000.00**		
EXPENDITURE LINE ITEM INCREASES\DECREASES								
N/A	Hutcheison Island Tax	275.7520.57.2000	515,762.00	(306,623.27)	209,138.73	10,292.00	0.00	219,430.73
N/A	Chamber of Commerce	275.7520.57.2001	1,037,738.00	(613,062.59)	424,675.41	20,708.00	0.00	445,383.41
N/A	Transfer to the General Fund	275.7520.61.1000	1,553,500.00	(919,685.90)	633,814.10	31,000.00	0.00	664,814.10
					0.00		0.00	0.00
					0.00		0.00	0.00
					0.00		0.00	0.00
					0.00			0.00
				SUBTOTAL LINE ITEM EXPENDITURE INCREASES\DECREASES:		**$ 62,000.00**	**$ -**	**$ 1,329,628.24**
					Net Change	**$ 62,000.00**		
					CURRENT BUDGET:	**$ 3,107,000.00**		
					AMENDED BUDGET BALANCE 2-14-2019:	**$ 3,169,000.00**		

1.) Signature of Department Director: _____ Date _____

Signature of Finance Employee who Processed the Request: _____

2.) Was the Budget Amendment Request approved by the City Cou☐ YES ☐ NO ☐ N/A

If yes, please indicate the date approval was given: _____ Date: _____

Attach Copy of Agenda Item and minutes from the City Council Meeting

3.) Signature of Finance Director: _____ Date: _____

Backup material for agenda item:

11. Agreement with the City of Tybee Island for the Highway Median Improvements and Landscaping Project

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

AGREEMENT WITH THE CITY OF TYBEE ISLAND, GA FOR THE HIGHWAY MEDIAN IMPROVEMENTS AND LANDSCAPING PROJECT

THIS AGREEMENT, made this _____ day of _____, 2019, by and between the City of Tybee Island, GA, hereinafter called the "Owner", and The Greenery, Inc., hereinafter called the "Contractor".

WITNESSETH:

WHEREAS, the City of Tybee Island, GA, has heretofore solicited proposals for all material, work and improvements and for the doing of all things included within the hereinafter specified Highway Median Improvements and Landscaping Project.

WHEREAS, the City of Tybee Island, GA, did find that the Contractor was the lowest responsible, responsive and preferred offeror for the hereinafter specified Highway Median Improvements and Landscaping Project (hereinafter "Project").

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertakings, and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his own cost and expense, to do all the work and furnish all the labor, materials, equipment, and other property necessary to satisfactorily do, construct, install, and complete all work and improvements for the Highway Median Improvements and Landscaping Project for the City of Tybee Island, GA (Project), all in full accordance with, and in compliance with and as required by the hereinafter specified Contract Documents for said Contract, and to do, at his own cost and expense, all other things required of the Contractor by said Contract Documents for said work.

ARTICLE II- CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, subject to all stated exclusions, or, if not attached, as if hereto attached:

1.) Request for Proposal RFP No. 2018-719
2.) Instructions to Proposers
3.) Contractor's Proposal
4.) General Conditions of the Contract
5.) Agreement
6.) Technical Requirements
7.) Contract Drawings / Bid Plans – as finalized and issued for construction on January 18, 2019, landscape plans of median improvements
8.) All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing documents\
9. Any and all other documents or papers, including all DOT permits, included or referred to in any of the foregoing documents including all Permits
10.)Any and all Addenda to the foregoing, all of which are on file with the Owner or at the office of the project engineer, Thomas & Hutton

ARTICLE III- CONTRACT AMOUNT

The Contractor agrees to receive and accept the following unit prices and lump sum prices as full compensation for furnishing all materials and equipment and for doing all work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise to be encountered in the prosecution of the work until its acceptance by the Owner, and for all risks of every description connected with the work, and for well and faithfully completing the whole and entire work, in the manner and according to and in compliance with the Contract Documents as directed by the City or its Engineer in accordance with these documents, and for any and all other things required by the Contract Documents:

See attachments hereto which are incorporated herein.

ARTICLE IV- SPECIAL CONDITIONS

Owner agrees that Contractor will perform watering and maintenance to the project for thirty (30) days after substantial completion and Owner's acceptance is deferred for a thirty (30) day period following substantial completion; however, Contractor agrees that acceptance will be in two parts as identified in the irrigation plans as System A and System B. Following the install of Section A, watering will begin at that time and then Section B will begin watering with a proposed overlap of approximately two to three weeks. Toward the end of the thirty (30) days the parties will perform a walk-through to determine if any plants need replacement. Once replacement and watering have occurred for the period of thirty (30) days, maintenance and watering will be the City's responsibility.

ARTICLE V- STARTING AND COMPLETION

The Contractor shall, and agrees to, commence work for the Project within _____ calendar days after the Permitted start date of _____ ____, 2019, and to complete fully all work required by the Contract Documents to the point of Final Acceptance by the Owner within ____ Calendar days.

ARTICLE VI- PAYMENT TO CONTRACTOR

Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the material and do all the work and do all other things herein above mentioned according to the terms and conditions hereinafter contained or referred to, for the prices aforesaid, and hereby contracts to pay Contractor at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the Owner and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE VII-INVALIDITY AND SEVERABILITY

The invalidity of any provision included in any of the Contract Documents shall not be deemed to impair or affect in any manner the validity and enforceability of the remainder of the Contract Documents, and in such event, all the other provisions of the Contract Documents shall continue in full force and effect as if such invalid provision had never been included therein. Owner and Contractor agree that, in such

event, the Contract Documents shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that achieves, to the maximum extent possible, the intention of the stricken provision.

ARTICLE VIII - CHOICE OF LAW AND FORUM SELECTION

The Contract Documents shall be construed and controlled by and under the laws of the State of Georgia without regard to conflicts of laws principles. Further, any dispute arising out of or concerning the Contract Documents, or any action or inaction performed thereunder, shall be adjudicated in either (a) the United States Court for the Southern District of Georgia, Savannah Division; or (b) the State or Superior Courts of Chatham County, Georgia, and the parties waive any defenses of personal and/or subject matter jurisdiction to the aforesaid venues.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in four original counterparts the day and year first above written.

(SEAL)

THE GREENERY, INC.
(Contractor)

By: _____

It's _____

Attest: _____ Title _____

City of Tybee Island, GA
(Owner)

By: _____

It's _____

Attest: _____ Title _____

Approved this ____day of _____, 20__.

IMPORTANT NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above together with a signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contract is a co-partnership, the true name of the firm shall be set forth above together with the signatures of all the partners; and if Contractor is an individual, his signatures shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

CERTIFICATE TO BE EXECUTED IF
CONTRACTOR IS A CORPORATION

I, _____ certify that I am the _____ of the Corporation named as Contractor hereinabove; that by Resolution of the Board of Directors at a _____ meeting held on , 20_____, a Resolution was passed giving authority to _____ to sign the foregoing Contract on behalf of the Contractor; that said officer was then _____ of said corporation by authority of its governing body and is within the scope of its corporated powers, and said power has not since been revoked.

_____
Secretary

Date_____

(Corporate Seal)

County _____
State _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____ _____(hereinafter called the Principal), and _____ (the Surety) are held and firmly bound unto the City of Tybee Island, GA, and/or its assigns in the penal sum of_____ ($_____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors, and assigns jointly and severely for the faithful performance of a certain written Contract dated the day of _____, 20___, entered into between the Principal and the Owner for the **City of Tybee Island, GA, Highway Median Improvements and Landscaping Project** a copy of which Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms, undertakings, covenants, agreements, and conditions of the contract in all respects on his part, and shall fully pay all obligation incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith and all such other obligations of every form, nature, and character, and shall save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said Contract and shall reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships, or corporations shall give them a direct right of action against the Principal and Surety under this obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this Bond after one year from the date on which the final payment on the contract falls due, and provided further that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms, and conditions herein stipulated and after such performance this obligation shall become void.

IN TESTIMONY WHEREOF, witness the hands and seal of the parties hereto on this _____
Day of ,20_____

Executed in two (2) counterparts.

_____

Witness: By: _____

_____ _____

_____ _____

Countersigned:

_____
(Resident Agent)

BONDING COMPANY: _____

ADDRESS: _____

COMPANY: _____

_____ _____

ADDRESS:

_____

_____

_____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, _____ _____, as Principal, and _____,as Surety, are held and firmly bound unto the City of Tybee Island, GA, and/or its assigns (hereinafter called the Owner), in the penal sum of Dollars ($) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Owner, dated _(hereinafter called the Contract) for the City of Tybee Island, GA, Highway Median Improvements and Landscaping Project, for which Contract and the Plans and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal and all subcontractors to whom any portion of work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, equipment, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or additions to said Contract noticed which modifications to the Surety being hereby waived and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said Bond, then the above obligation shall be void, otherwise to remain in full force and effect, PROVIDED, however that this Bond is subject to the following conditions and limitations.

a. Any person, firm, or corporation that has furnished labor, materials, equipment, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed, or in any county in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b. The principal and Surety hereby designate and appoint_____(To be filled in by Surety Company) as the agent of each of them to receive and accept service of process other pleading issued or filed in any proceeding instituted on this Bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

c. The Surety shall not be liable hereunder for damage or compensation recoverable under any Workman's Compensation or Employer's Liability Statute.

d. In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action, or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

Executed in two (2) counterparts.

SIGNED, SEALED, AND DELIVERED THIS _____ day of _____ 20_____.

_____

Witness: By: _____

_____ _____

_____ _____

Countersigned: _____

(Resident Agent)

BONDING COMPANY:_____

ADDRESS:_____

_____

COMPANY

_____

ADDRESS

AFFIDAVIT

(To Be Attached To All Contracts)

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, on oath deposes and says that he is _____
(attorney)

_____ of _____
(in fact or agent) (bonding company)

surety on the attached Contract on _____

executed by _____
(Contractor)

Affiant further deposes and says that no officer, official, or employee of the Owner has any interest directly or indirectly, or is receiving any premium, commission fee, or other thing of value on account of the same or furnishing of the bond, undertaking, or contract of indemnity, guaranty, or suretyship in connection with the above mentioned Contract.

Signed _____

Subscribed and sworn to before me this

_____day of_____, A.D., 20____

Notary Public: _____County, _____

My Commission Expires:

NOTICE OF AWARD

DATE:_____, 20__

TO: _____

PROJECT: CITY OF TYBEE ISLAND, GA, HIGHWAY MEDIAN IMPROVEMENTS AND LANDSCAPING PROJECT

You are notified that your Bid dated _____, 201___, for the above Contract has been considered. You are the apparent successful bidder and will be awarded a contract for City of Tybee Island, GA, Highway Median Improvements and Landscaping Project upon fully conforming with the following requirements for award.

Within seven (7) days of the date of this Notice of Award, you must deliver to the OWNER the enclosed contract documents, fully executed, signed and witnessed, and a Certificate of Insurance as follows:

2 originals - Contract
1 original - Performance Bond
1 original - Labor and Material Bond
1 original - Certificate of Insurance certifying compliance with all insurance requirements specified in the General Conditions

Within ten (10) days after receipt of the above documents, OWNER will return to you one (1) fully executed original of the Contract. You may obtain two additional free copies of plans and specifications upon request.

You will be notified of the time and place for a preconstruction conference; your proposed work schedule must be delivered to the OWNER at that time.

Failure to deliver the aforementioned contract documents and insurance certificate within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

City of Tybee Island, GA (OWNER)

By:_____ _____

(Authorized Signature) (Typed Name) (Title)

NOTICE TO PROCEED

TO: _____ DATE:_____

_____

_____

PROJECT: CITY OF TYBEE ISLAND, GA, HIGHWAY MEDIATION IMPROVEMENTS AND LANDSCAPING PROJECT

You are hereby notified to commence site work at _____ in accordance with the Agreement dated , on, or after _____, and you are to fully and satisfactorily complete the work to the point of Final Acceptance within 90 days of commencement of work.

The City of Tybee Island, GA (OWNER)

By _____
(SIGNATURE)

_____
(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this _____ day of _____' 20____

_____
(CONTRACTOR)

_____
(SIGNATURE)

_____
(TITLE)

WAIVER AND RELEASE OF LIEN

FROM: _____

TO: City of Tybee Island, GA (Owner of Project)

PROJECT: CITY OF TYBEE ISLAND, GA, HIGHWAY MEDIAN IMPROVEMENTS AND LANDSCAPING PROJECT

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, having been employed by The City of Tybee Island, GA, to furnish labor and/or materials for the referenced project, does hereby waive and release any and all lien and claim or right to lien and claim against the City of Tybee Island, GA, on the referenced project on account of labor or materials, or both furnished for the referenced project.

2. The undersigned further certifies that to the best of his knowledge and belief, there are no unsatisfied or outstanding claims of any character arising out of the furnishing of labor and/or materials for the referenced project.

3. The undersigned further agree that, after execution of this document, it will defend at its expense, and save the City of Tybee Island, GA, harmless from any and all claims or liens arising out of the undersigned's furnishing of labor and/or materials for the referenced project.

4. The undersigned has executed this document in order to induce the City of Tybee Island, GA, to make final payment to and in no way acts as a release of any claim the undersigned may have against parties other than the City of Tybee Island, GA, arising out of the furnishing of labor and/or materials for the referenced project.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of 20____

_____

STATE OF _____

COUNTY OF_____

Personally appeared before me the undersigned Notary Public in and for said County and State, , who is known to me and who, after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

_____

NOTARY PUBLIC

Backup material for agenda item:

12. Intergovernmental Contract - Chatham County Recreation Authority

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

INTERGOVERNMENTAL CONTRACT

by and between

CHATHAM COUNTY RECREATION AUTHORITY

and

CITY OF TYBEE ISLAND, GEORGIA

dated as of _____, 2019

relating to the
not to exceed $_____ in aggregate principal amount
CHATHAM COUNTY RECREATION AUTHORITY (GEORGIA)
REVENUE BONDS (TYBEE ISLAND MARINE SCIENCE CENTER PROJECT),
SERIES 2019

TABLE OF CONTENTS

ARTICLE VI
MAINTENANCE, REPAIR, AND MODIFICATION
OF THE PROJECT BY CITY

ARTICLE VII
INDEMNITY

ARTICLE VIII
DEFAULTS; REMEDIES

ARTICLE IX
PREPAYMENT

ARTICLE X
TERM; MISCELLANEOUS

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this "**Contract**"), dated as of _____, 2019, made and entered into by and between CHATHAM COUNTY RECREATION AUTHORITY, a public body corporate and politic (the "**Authority**"), and CITY OF TYBEE ISLAND, GEORGIA, a municipal corporation of the State of Georgia (the "**City**");

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an act of the General Assembly of Georgia, Ga. Laws 1995, p. 4281 *et seq*. (the "**Act**"); and

WHEREAS, pursuant to the Act, the Authority is authorized to acquire, construct, equip, maintain and operate projects and facilities which include recreational playgrounds, parks, and picnicking areas, and the usual and convenient facilities in connection therewith, and acquisition, construction and equipping of such facilities, all for the essential public purposes of the Authority; and

WHEREAS, under the Act, the Authority is further empowered to enter into contracts and leases and to execute all instruments necessary or convenient, including contracts for construction of projects and leases of projects or contracts with respect to the use of projects which it causes to be acquired or constructed; provided that all political subdivisions of the state or of local government are authorized to enter into contracts, leases, or agreements with the Authority, upon such terms and for such purposes as they deem advisable; and

WHEREAS, under the Act, the Authority is authorized to issue its revenue bonds and use the proceeds thereof for the purpose of paying all or part of the cost of any project, including the cost of extending, adding to, or improving such project and for the purpose of refunding any bonds of the Authority theretofore issued; and

WHEREAS, the Act provides that no bonds so issued by the Authority shall constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation, or political subdivision thereof, that all such bonds shall be payable solely from the revenues pledged to the payment thereof, and that no holder or holders of any such bonds shall ever have the right to compel any exercise of the taxing power of this state or of any county, municipal corporation, or political subdivision thereof, nor to enforce the payment thereof against any property of the state or of any such county, municipal corporation, or political subdivision; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; however, under Georgia law, the City may obligate itself to make the payments required under such contract from money received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of said Constitution; and

WHEREAS, in furtherance of the purposes of the Act, on behalf of and at the request of the City, and pursuant to a bond resolution adopted by the Authority on _____, 2019 (the "**Resolution**"), the Authority proposes to issue its REVENUE BONDS (TYBEE ISLAND MARINE SCIENCE CENTER PROJECT), SERIES 2019 (the "**Bonds**"), in the aggregate principal amount of not to exceed $_____ for the purposes of providing funds required to pay (i) a portion of the costs of financing a new Tybee Island Marine Science Center in the City, which includes recreational picnic and playground areas, a dune walk, and climbable marine life replicas (the "**Project**"), and (ii) the expenses incurred in connection with the issuance of the Bonds; and

WHEREAS, the Bonds shall contain such terms and provisions as provided in the Resolution; and

WHEREAS, the Authority and the City propose to enter into this Contract, pursuant to which the Authority will agree to issue the Bonds to provide funds and services for the above-described purposes and to provide the above-described facilities and services for the citizens of the City and visitors to the City, including the acquisition, construction, and equipping of the Project; and the City, in consideration of the Authority's doing so, will agree to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the boundaries of the City, at such rate or rates as may be necessary to make the payments to the Authority for its services as called for pursuant to this Contract in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the City hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the proceeds derived from the sale of the Bonds and the revenues and receipts derived from this Contract:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 101 of the Resolution shall have the same meanings in this Contract.

Section 1.02. Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

"Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," "this Contract," and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01. Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act and, unless otherwise required by law, shall maintain its corporate existence so long as any of the Bonds are Outstanding. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract and the Resolution;

(b) The Authority and the City heretofore have agreed that the Authority will provide financing and services for the undertakings described in the preamble to this Contract by the issuance of the Bonds as set forth in the Resolution;

(c) There is no litigation or proceeding pending or, to the knowledge of the Authority, threatened against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under the Bonds, this Contract, the Resolution, or any other documents contemplated to be executed by the Authority in connection with the issuance and delivery of the Bonds;

(d) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate or result in a breach of any of the provisions of or constitute a default under any agreement or instrument to which the Authority is a party or by which the Authority is bound;

(e) The Authority has not made, done, executed, or suffered, and warrants that it will not make, do, execute, or suffer, any act or thing whereby the Authority's or the City's title to or interest in the Project will or may be impaired or encumbered in any manner except as permitted herein and the Resolution and except for acts or things done or permitted by the City; and

(f) Except as herein and in the Resolution provided, the Authority will not encumber any part of its interest in the Project or in the Revenues payable under this Contract or its rights under this Contract. The pledge made in the Resolution of the Revenues payable under this Contract constitutes a first and prior pledge of and lien on said Revenues and said pledge shall at no time be impaired by the Authority and the Revenues shall not otherwise be pledged.

Section 2.02. Representations, Warranties, and Agreements of the City. The City represents, warrants, and agrees as follows:

(a) The City is a municipal corporation and a political subdivision of the State, having power to enter into and execute, deliver, and perform this Contract, and by proper action of its governing body has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract and the Resolution, and no approval

or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date of delivery of the Bonds;

(b) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Contract or which in any way would adversely affect the validity or enforceability of the Bonds, this Contract, the Resolution, or any other documents contemplated to be executed in connection with the issuance and delivery of the Bonds;

(c) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate or result in a breach of any of the provisions of or constitute a default under any agreement or instrument to which the City is a party or by which the City is bound; and

(d) No actions will be taken by the City which shall in any way impair the exclusion of interest on the Bonds from federal income taxation.

[END OF ARTICLE II]

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. The Bonds. In order to provide funds for the purposes set forth in the preamble to this Contract, the Authority will, in accordance with the Act, issue the Bonds, and all of the covenants, agreements, and provisions hereof shall, to the extent provided herein and in the Resolution, be for the equal and proportionate benefit and security of the owners of the Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond, so that every owner of the Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. Date, Denomination, and Maturities. The Bonds will be issued in registered form and will mature and be paid pursuant to the provisions of Article II of the Resolution. Interest on the Bonds will be paid to the person or persons and in the manner stated in the Bonds and in the Resolution until the obligation of the Authority with respect to the payment of the principal of the Bonds shall be discharged in accordance therewith.

Section 3.03. Obligations Relating to the Resolution and the Bonds. The City agrees to perform all undertakings and obligations which are contemplated or required to be performed by the City pursuant to the provisions of the Resolution.

Section 3.04. Application of Bond Proceeds. At and upon the delivery of and payment for the Bonds, the proceeds received therefrom shall be applied in accordance with the provisions of Section 511 of the Resolution.

[END OF ARTICLE III]

ARTICLE IV

FINANCING OF THE PROJECT; CONSTRUCTION

Section 4.01. The Project; Financing of Project. The Authority, in providing its services hereunder, agrees to acquire, construct, and equip the Project or to cause the Project to be acquired, constructed, and equipped with a portion of the proceeds of the Bonds. The Authority hereby agrees to finance the cost of the Project in accordance with the provisions hereof and of the Act. The City agrees to make the payments provided for in Section 5.01 in accordance with the provisions of this Contract.

Section 4.02. Completion of Project. The City, as sole and exclusive agent of the Authority, agrees to undertake the acquisition, construction, and equipping of the Project in accordance with the Plans and Specifications; and the City hereby agrees to undertake and complete the Project on behalf of the Authority with due diligence. Payment therefor shall be made from the Construction Fund in accordance with the provisions of Section 4.03.

Section 4.03. Disbursements from Construction Fund. The Authority hereby appoints the City as agent of the Authority to make disbursements from the Construction Fund to pay the Cost of Construction. Such disbursements shall be made only upon the execution and filing with the City of a requisition signed by the City Representative stating (i) the requisition number, (ii) the name and address of the person, firm, or corporation (which may include the City) to whom payment is due or was made, (iii) the amount paid or to be paid, (iv) that none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Construction Fund, and (v) that each item for which payment is proposed to be made is a proper charge against the Construction Fund in accordance with the provisions of the Resolution and this Contract.

Section 4.04. Establishment of Completion Date. At such time as the Project is completed, the City shall so notify the Authority by a certificate executed by the City Representative. Such certificate shall establish the Completion Date and shall state that, except for any amounts retained by the City for any Cost of Construction not then due and payable or the liability for payment of which is being contested or disputed by the City, (i) the Project has been completed substantially in accordance with the Plans and Specifications and all the Cost of Construction has been paid, (ii) all other facilities necessary in connection with the Project have been acquired, constructed, and installed in accordance with the Plans and Specifications, and (iii) payment has been made for all labor, services, materials, and supplies used in connection with the Project. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being. Upon completion of the Project, title thereto shall vest in its entirety in the City.

Section 4.05. Completion of Project if Construction Fund Insufficient. If money in the Construction Fund available for payment of the Cost of Construction is not sufficient to pay the Cost of Construction in full, the City shall use its best efforts to cause the Project to be completed and the City shall pay that portion of the Cost of Construction in excess of the money available therefor in the Construction Fund. The Authority does not make any warranty, either

express or implied, that the money which will be paid into the Construction Fund will be sufficient to pay all the Cost of Construction. If the City pays any portion of the Cost of Construction pursuant to this Section 4.05, it shall not be entitled to any reimbursement therefor from the Authority or from the holders of the Bonds, nor shall it be entitled to any diminution in or postponement of the payments required to be paid under Article V.

Section 4.06. Plans and Specifications. The Plans and Specifications are on file with the City, and any amendments thereto shall be filed with the City. The City may revise the Plans and Specifications at any time and from time to time prior to the Completion Date, provided that no such change shall render inaccurate any of the representations contained in this Contract.

Section 4.07. Investment of Money. Any money held as a part of the Construction Fund shall be invested or reinvested as directed by the City Representative in accordance with Article VI of the Resolution.

Section 4.08. Tax Covenants. The City hereby covenants and represents to the Authority for the benefit of each holder of the Bonds that:

(a) It will not expend the proceeds from the sale of the Bonds nor take any other action which would cause the interest on the Bonds to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It will not make or permit any use of the proceeds from the issue and sale of the Bonds which would cause the Bonds to be classified as "arbitrage bonds" within the meaning of § 148(a) of the Code and any Treasury Regulations promulgated thereunder as such provisions may apply to obligations issued as of the date of issuance of the Bonds.

(c) It will comply with and take such action and make such payments as may be permitted or required by § 148(f) of the Code to ensure that the Bonds do not constitute "arbitrage bonds" within the meaning of § 148(a) of the Code.

(d) It will comply with all requirements of the Code that must be satisfied in order for the Bonds to remain excluded from federal income taxes.

[END OF ARTICLE IV]

ARTICLE V

CONTRACT PAYMENTS BY THE CITY

Section 5.01. Contract Payments by the City. Pursuant to this Contract, the City agrees to provide funds sufficient to pay the following:

(a) the principal of, premium (if any), and interest due on the Bonds, upon maturity, redemption, or otherwise. All such payments shall be made to the Paying Agent at its designated office in lawful money of the United States of America in immediately available funds on or before the date on which due;

(b) the reasonable fees of the Paying Agent and Bond Registrar as provided in the Resolution. Said fees and expenses shall be paid when due directly to the Paying Agent and Bond Registrar for its own account; and

(c) any payments which may be required by Section 4.08(c) of this Contract.

Each payment to be made by the City hereunder is to be made on a parity with every other payment hereunder.

Section 5.02. Credits. Any amounts in the Debt Service Fund prior to any Interest Payment Date or date fixed for redemption of Bonds shall be credited against the payments due by the City under this Contract, and any amount in the Debt Service Fund on any Interest Payment Date or redemption date in excess of the amount required to pay the principal of, redemption premium, if any, and interest on the Bonds on such date shall be applied as provided for in Section 505(a) of the Resolution.

If the Bonds are called for redemption, any funds held in the Construction Fund shall be deposited in the Debt Service Fund and said funds together with all other amounts in the Construction Fund and the Debt Service Fund one Business Day prior to the redemption date shall be credited against the payments due by the City under Section 5.01(a).

Section 5.03. Place of Payments. The payments to be made pursuant to Section 5.01(a) shall be paid directly to the Paying Agent for the account of the Authority and shall be deposited in the Debt Service Fund as required by the Resolution. The payments to be made pursuant to subsections (b) and (c) of Section 5.01 shall be paid directly to the party to whom such payment is to be made for its own use.

Section 5.04. Taxes and Other Governmental Charges. The City will pay promptly, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project.

Section 5.05. City's Obligations Unconditional.

(a) The obligations of the City to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies

whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. Until such time as the principal of and interest on the Bonds shall have been paid or provision for such payment shall have been made in accordance with the Resolution, the City (i) will not suspend or discontinue any payments for which provision is made in Section 5.01, (ii) will perform and observe all of its other covenants and agreements contained in this Contract, and (iii) will not terminate this Contract for any cause, including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Resolution, any acts or circumstances that may constitute failure of consideration, *force majeure*, destruction of or damage to the Project or any part thereof, frustration of purpose, the unavailability for use by the City on the date hereof or on any date hereafter of the Project, any change in the tax or other laws of the United States of America or the State of Georgia or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract or out of the Resolution.

(b) The City will bear all risk of damage to or destruction in whole or in part of the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the City with any of the terms of this Contract.

Section 5.06. City's Remedies. If the Authority shall fail to perform any of its agreements in this Contract, the City may institute such action against the Authority as the City may deem necessary to compel such performance so long as such action shall not affect, impair, or diminish the obligation of the City to make the payments provided for herein, which obligation shall be absolute, unconditional, and irrevocable. The City may, at its own cost and expense and in its own name, prosecute or defend any action or proceedings against third parties or take any other action which the City deems reasonably necessary to secure or protect its rights of possession and use of the Project, in which event the Authority agrees to cooperate fully with the City.

Section 5.07. Tax Levy to Make Payments. The City will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The City, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the City to make the payments provided for pursuant to the terms of this Contract shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation.

Section 5.08. **Priority Lien of Bonds.** The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from this Contract superior to the lien created in the Resolution for the payment of the Bonds.

[END OF ARTICLE V]

ARTICLE VI

MAINTENANCE, REPAIR, AND MODIFICATION OF THE PROJECT BY CITY

Section 6.01. Maintenance and Repair. The City, at its own expense, will from time to time, in the discretion of the City, make all needed and proper repairs, replacements, additions, betterments, modifications, and improvements to the Project so that the use thereof shall at all times be conducted properly.

Section 6.02. Removal of Equipment. Neither the Authority nor the City is under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary equipment or other personalty forming a part of the Project. In any instance where the City in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the City may remove such items of such equipment or personalty, and the City may sell, trade, exchange, or otherwise dispose of such items, as a whole or in part, without any responsibility or accountability to the Authority, and upon such determination said equipment or personalty shall no longer be a part of the Project.

Section 6.03. Liens. Neither the Authority nor the City will permit any lien, debt, pledge, assessment, encumbrance, or charge ranking equally with or superior to the charge or lien created by the Resolution upon the payments provided for in Article V. All lawful claims and demands for labor, materials, supplies, or other charges or assessments which if unpaid might by law become a lien upon the Project will be promptly paid or discharged by the City, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the City may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith and by appropriate legal proceedings contest any such lien, charge, or assessment and, in the event of such contest, may permit such lien, charge, or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom. The Authority will cooperate fully with the City in any such contest.

[END OF ARTICLE VI]

ARTICLE VII

INDEMNITY

Section 7.01. Indemnification; Immunity of Members of Authority.

(a) During the term of this Contract, the City, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the City or the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about any facilities constituting the Project or any part thereof occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the City, its agents, or employees in connection with the operation, management, or maintenance of any facilities constituting a part of the Project; (ii) any use, non-use, condition of, or defect in any facilities constituting a part of the Project; and (iii) any failure, breach, or default on the part of the City in the performance of or compliance with any of the obligations of the City under the terms of this Contract; provided, however, that the indemnity provided by this Section 7.01 shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained from insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Contract or the undertakings required of the Authority hereunder by reason of the issuance of the Bonds, the adoption of the Resolution, or the performance of any act requested of the Authority by the City; nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the City shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Authority, the City shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Contract or in the Bonds or the Resolution for any claim based hereon or thereon against any member, officer, or employee of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Contract, the Bonds, and the Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the City, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section 7.01 shall survive the completion of the acquisition and construction of the facilities constituting the Project and the termination of this Contract.

[END OF ARTICLE VII]

ARTICLE VIII

DEFAULT; REMEDIES

Section 8.01. Events of Default Defined. The following shall be "events of default" under this Contract and the term "event of default" shall mean, whenever used in this Contract, any one of the following events:

(a) failure by the City to pay when due any amount required to be paid under Section 5.01(a);

(b) the City shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the City and such default shall continue for a period of thirty days after written notice has been given to the City by the Authority, the Paying Agent, or the Bondholder specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than thirty days is required for its completion; provided, however, that if, by reason of force majeure, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 5.01(a)), the City shall not be deemed in default during the continuance of such inability to perform. The term *force majeure* shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restrain of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City; or

(c) an "Event of Default" shall have occurred under the Resolution.

Section 8.02. Remedies on Default.

(a) If an event of default referred to in Section 8.01 occurs and is continuing, then and in every such case the Bondholder may, by written notice to the City, take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement, or covenant of the City then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Bondholder in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy

given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Resolution.

(b) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholder to exercise any respective remedy reserved to them in this Article VIII, it shall not be necessary to give any notice, other than any notice required herein.

(c) Any amounts collected pursuant to action taken under subsection (a) of this Section 8.02 shall be applied in accordance with the Resolution to the extent the provisions of the Resolution relate to such amounts.

Section 8.03. Attorneys' Fees and Expenses. If the City should default under any of the provisions of this Contract and the owners of the Bonds shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance, or observance of any obligation or agreement on the part of the City herein contained, the City will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.04. No Waiver of Breach. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.05. City Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Contract or under the Resolution, the Authority hereby vests the City with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.06. Failure to Enforce Agreement Not a Waiver. The failure of the Authority or the Bondholder to enforce any agreement, condition, covenant, or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX

PREPAYMENT

Section 9.01. Optional Prepayment. The City shall have and is hereby granted, subject to the provisions of the Resolution, the option to prepay all or any portion of the amounts payable under Section 5.01(a), at the times and under the conditions provided for in the Resolution, by taking the actions required by of the Resolution to effect the full or partial redemption of the Bonds.

Section 9.02. Exercise of Optional Prepayment. To exercise the option granted in Section 9.01, the City shall give written notice to the Authority and the Bond Registrar of the exercise of such option and a direction to effect redemption of Bonds, which notice shall specify therein (i) the maturity or maturities of the Bonds to be redeemed, (ii) the date of redemption, which date shall not be less than 45 days from the date the notice is given, (iii) the principal amount of the Bonds or portions thereof to be redeemed, (iv) the applicable redemption price or prices, and (v) the provision or provisions of the Resolution pursuant to which the Bonds are to be redeemed.

Upon receipt of a notice given by the City pursuant to this Section 9.02, the Bond Registrar shall forthwith take or cause to be taken all actions necessary under the Resolution to effect the redemption of the Bonds in accordance with such notice.

[END OF ARTICLE IX]

ARTICLE X

TERM; MISCELLANEOUS

Section 10.01. **Term of this Contract.** This Contract shall be in full force and effect from the date of delivery hereof until such time as the Bonds shall have been paid or provision for such payment shall have been made in accordance with the Resolution and all payments due or to become due to the Paying Agent and Bond Registrar have been made.

Section 10.02. **Notices.** All notices or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, by overnight delivery, by delivering same in person to the intended addressee, or by prepaid telegram, telex, or telecopy. Notice so mailed shall be effective three days after its deposit. Notice given in any other manner, including overnight delivery and telecopy, shall be effective only if and when received by the addressee. Each such notice or other communication given hereunder shall be given to all of the other parties. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that hereinafter either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of notice to the other party in the manner set forth hereinabove.

If to the Authority:	Chatham County Recreation Authority P. O. Box 8186 Savannah, Georgia 31412 Attention: Chairperson
If to the City:	City of Tybee Island, Georgia 403 Butler Avenue Tybee Island, Georgia 31328 Attention: City Manager
With a copy to:	Ellis, Painter, Ratterree & Adams LLP 2 East Bryan Street, 10th Floor Savannah, Georgia 31401 Attention: Edward M. Hughes
If to the Bond Registrar Paying Agent:	The Bank of New York Mellon Trust Company, N.A. 10161 Centurion Parkway North Jacksonville, Florida 32256 Attention: Corporate Trust Department

Section 10.03. **Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon the Authority, the City, and their respective successors and assigns.

Section 10.04. **Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.05. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in any fund after payment in full of the principal of, premium (if any), and interest on the Bonds (or provision for payment shall have been made as provided for in the Resolution), the fees, charges, and expenses of the Paying Agent and Bond Registrar and all other amounts required to be paid under the Resolution, shall be paid to the City.

Section 10.06. [Reserved].

Section 10.07. Delegation of Duties by Authority. It is agreed that under the terms of this Contract and also under the terms of the Resolution, the Authority has delegated certain responsibilities to the City. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the City or the City Representative. The Authority shall have the right at all times to act in reliance upon the authorization, representation or certification of the City Representative.

Section 10.08. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of its Continuing Disclosure Certificate (the "**Continuing Disclosure Certificate**") to be executed and delivered on the date of issuance and delivery of the Bonds. Notwithstanding any other provision of this Contract, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default hereunder; however, any Bondholder or Beneficial Owner of Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section 10.08. For purposes of this Section, "**Beneficial Owner**" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 10.09. Amendments, Changes, and Modifications. Subsequent to the initial issuance of the Bonds and prior to the payment in full of the Bonds, this Contract may not be amended, changed, modified, or altered except as provided in Article IX of the Resolution.

Section 10.10. Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.11. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

Section 10.12. Law Governing Construction of Contract. This Contract shall be governed by and construed in accordance with the laws of the State.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority and the City have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

CHATHAM COUNTY RECREATION AUTHORITY

(S E A L)

By: _____
Chairperson

Attest: _____
Secretary-Treasurer

CITY OF TYBEE ISLAND, GEORGIA

(S E A L)

By: _____
Mayor

Attest: _____
City Clerk

Backup material for agenda item:

13. Approve bid and ward YMCA gym roof repairs to Metalcrafts

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

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: 2-14-19

Item: APPROVE BID AND AWARD GYM ROOF REPAIRS TO METALCRAFTS.

Explanation: BIDS WERE RECEIVED FOR THE REPAIR OF THE GYM ROOF. TWO BIDS WERE RECEIVED FROM METALCRAFTS AND ROOFING PROFESSIONALS INC. METALCRAFTS WAS LOW BIDDER AT $32,190.00. THEY ALSO SUBMITTED AN ADD ALTERNATE TO REPLACE THE MEMBRANE ROOF OVER THE OFFICES FOR $29,960.00. REQUEST APPROVAL FOR $62,150.00

Budget Line Item Number (if applicable): 100.1565.54.1315

Paper Work: ✓ Attached*

_____ Audio/Video Presentation**

* **Electronic submissions are requested by 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: Ricky Stewart

Phone / Email: _____

Comments: _____

Date given to Clerk of Council 2-6-19

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

CITY OF TYBEE ISLAND

BID 2018-722 **PROJECT** Roof Repairs

DUE 1-10-19 10:00am

BIDDER	PRICE	NOTES
1. ROOFING PROFESSIONAL INC	48,600	
2. ALT		
3. METALCRAFTS	32,190	
4. ALT	29,960	
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

OPENED BY: Melissa Drama **WITNESS:**

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

CITY OF TYBEE - INSTRUCTIONS TO BIDDER SIGNATURE SHEET

The Bidder certifies that he/she has examined all documents contained in this Bid package, and understands fully all that is required of the successful Bidder. The Bidder further certifies that his/her Bid shall not be withdrawn for sixty (60) days from the date on which his bid is submitted to the City.

The Bidder agrees, if awarded this Bid, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this document; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this document for the bid amount, and;

ROOFING PROFESSIONALS, INC.
COMPANY

JAN. 9, 2019
DATE

SIGNATURE

ESTIMATOR
TITLE

912-756-7663
TELEPHONE NUMBER

City of Tybee Island has established goals to increase participation of minority and female owned businesses. In order to accurately document participation, businesses submitting proposals or proposals are strongly encouraged to report ownership status. A minority/ woman business is defined as a business with 51% or greater minority of women ownership or general management. Please check ownership status as applicable:

African-American\Black___ Asian American___ Hispanic___ Native American___Alaskan Indian_____ Female_____

ATTACHMENT A

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

63141

Federal Work Authorization User Identification Number

10/22/07

Date of Authorization

ROOFING PROFESSIONALS, INC.

Name of Contractor

TYBEE GYM ROOF REPAIRS

Name of Project

CITY OF TYBEE

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JAN., 9, 2019 in RHW (city), GA (state).

Signature of Authorized Officer or Agent

RYAN K. SULLIVAN

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9 DAY OF Jan, 2019

NOTARY PUBLIC

My Commission Expires: 08/30/2021

LEIGH MCGHEE NOTARY PUBLIC EFFINGHAM COUNTY, GEORGIA My Commission Expires 08-30-2021

ATTACHMENT B

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ROOFING PROFESSIONALS INC (name of contractor) on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

63141
Federal Work Authorization User Identification Number

10/22/07
Date of Authorization

UNKNOWN
Name of Subcontractor

TYBEE GYM ROOF REPAIR
Name of Project

CITY OF TYBEE
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JAN, 9, 2019 in RICHMOND HILL (city), GA (state).

Signature of Authorized Officer or Agent

Ryan K. Sullivan
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 9 DAY OF Jan, 2019.

NOTARY PUBLIC

My Commission Expires: 08/30/2021

MARANDA LEIGH MOSHER
MY COMMISSION EXPIRES
NOTARY PUBLIC
08-30-2021
EFFINGHAM COUNTY, GEORGIA

ATTACHMENT C

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) TYBEE GUM ROOF contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) __X__ I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: BUSINESS LICENSE.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in RICHMOND HILL (city), GEORGIA (state).

Signature of Applicant

RYAN K. SULLIVAN

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 9 DAY OF Jan, 2019

NOTARY PUBLIC

My Commission Expires: 08/30/2021

MARANDA LEIGH MCGHEE
My Commission Expires
NOTARY PUBLIC
08-30-2021
EFFINGHAM COUNTY, GEORGIA

ATTACHMENT D

Form **W-9**
(Rev. October 2004)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as reported on your income tax return)
ROOFING PROFESSIONALS, INCORPORATED

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
429 LONGWOOD DRIVE

Requester's name and address (optional)

City, state, and ZIP code
RICHMOND HILL, GA 31324

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
5 8 2 5 1 3 8 7 6

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/9/19

What products/services do you provide to the City of Tybee Island?

ROOFING + SHEET METAL

To whom shall we direct the Purchase Order?

Contact: RYAN SULLIVAN Email: KSULLIVAN@RPIROOF.COM

Phone# (912) 756-7663 Fax# (912) 756-7665

Location: RICHMOND HILL, GA

To whom shall we direct Payment?

A/R Contact: MANDI MCGHEE Email: MMCGHEE@RPIROOF.COM

Phone# (912) 756-7663 Fax# (912) 756-7665

Remittance Address: 429 LONGWOOD DRIVE RICHMOND HILL, GA 31324

Our terms are Net 30.

ATTACHMENT E

BID FORM 2018-722

GYMNASIUM ROOF REPAIRS

1/9/19

BID AMOUNT: 48,600.00

*ALL HVAC DISCONNECT / RECONNECT TO BE THE RESPONSIBILITY OF THE OWNER.

ROOFING PROFESSIONALS, INC. **(Firm)**

(Signature)

ESTIMATOR **(Title)**

ATTACHMENT F

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with BID

NOTE: All of the following items must be submitted with your BID to be considered "responsive". Remember to follow the Instructions in the BID Documents.

1. INSTRUCTIONS TO PROPOSERS SIGNATURE SHEET

2. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (if any Addendums issued).
NO ADDENDA ISSUED 1/9/19

3. THIS ORIGINAL ITB WITH BID SHEETS COMPLETELY FILLED OUT AND SIGNED.

4. COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE BID (Attachments A-F).

RYAN SULLIVAN / ESTIMATOR
NAME/TILE

ROOFING PROFESSIONALS, INC.
COMPANY NAME

429 LONGWOOD DRIVE
ADDRESS

RICHMOND HILL, GA 31324
CITY/STATE/ZIP

(912) 756-7663
PHONE NUMBER

KSULLIVAN@RPIROOF.COM
EMAIL

McCalls HVAC
1306 Heidt Ave
Suite C
Savannah GA 31408
Phone: 912-898-1888
Fax: 912-898-1886

PROPOSAL

DATE	INVOICE #	CUST #
1/30/2019	0000028504	0000451

BILL TO:
City of Tybee Island
P.O. Box 2749
403 Butler Ave
Tybee Island GA 31328

SHIP TO:
City of Tybee Island
204 5th St.
Unit C (YMCA)
Tybee Island GA 31328

GA CN209210

P.O. NUMBER	TERMS	SALES PERSON
	DUE ON RECEIPT	Roy

QUAN		DESCRIPTION	PRICE EACH	AMOUNT
1.00		Commercial Diagnostic (ALREADY COMPLETED)	150.00	150.00
		Notes added by tech Harold on 1/28/2019 11:39:58 AM		
		Found that the office unit has a refrigerant leak somewhere I could not find it with the leak detector. Also the unit has bad blower wheel bearings Which has caused the ax26 belt to stretch out. Need to quote on replacing the blower wheel bearings which will involve pulling the whole top off the unit pulling the blower and disassembling the blower to replace the bearings on the housing or replacement of the whole blower housing assembly,replacement of ax26 belt,adding 10.20 lbs of r-22 and leak dye, and replacement of rusted filter drier on condenser side under txv. Estimate on 3-4 hrs of labor		
1.00		Leak Search Electronic (ALREADY COMPLETED)	125.00	125.00
1.00		Blower wheel bearings and shaft	233.00	233.00
1.00	BELT	AX26 Belt	63.00	63.00
1.00		Dye test in refrigerant system (R22)	145.00	145.00
1.00		Bi-flow refrigerant drier	260.00	260.00
10.20	R-22	Refrigerant R-22	125.00	1,275.00
4.00		Labor to perform all service work	150.00	600.00
1.00		Trane OEM 4 ton evaporator coil.	1,933.00	1,933.00
		WARRANTY: 1 year parts & 90 days labor		
		(THIS WOULD ONLY NEED TO BE REPLACED IF IT IS LEAKING. A THOUROUGH LEAK SEARCH NEEDS TO BE PERFORMED TO DETERMINE)		
		TOTAL		**$4,784.00**

TERMS: This proposal is a price guaranteed for only the explicitly described work above and only considered valid for up to 30 days following the date above.

McCalls HVAC
1306 Heidt Ave
Suite C
Savannah GA 31408
Phone: 912-898-1888
Fax: 912-898-1886

PROPOSAL

DATE	INVOICE #	CUST #
1/29/2019	0000028496	0000451

BILL TO:	SHIP TO:
City of Tybee Island P.O. Box 2749 403 Butler Ave Tybee Island GA 31328	City of Tybee Island 204 5th St. Unit C (YMCA) Tybee Island GA 31328

GA CN209210

P.O. NUMBER	TERMS	SALES PERSON
	DUE ON RECEIPT	Roy

QUAN	DESCRIPTION	PRICE EACH	AMOUNT
1.00	Installation of (1) Trane 4 ton roof top package unit, heat pump with emergency electric heat. Includes thermostat and crane. WARRANTY: 5 years compressor, 1 year parts & labor This equipment is in stock.	7,845.00	7,845.00
	TOTAL		**$7,845.00**

TERMS: This proposal is a price guaranteed for only the explicitly described work above and only considered valid for up to 30 days following the date above.

METALCRAFTS

A TECTA AMERICA COMPANY

LETTER OF TRANSMITTAL

TO: City of Tybee Island	Date: 1/10/19	Job No. 2018-722
403 Butler Avenue	RE: Bid #2018-722 Roof Repair	
Tybee Island, GA 31328		
ATTN: Melissa Freeman		

WE ARE SENDING YOU:

__Invoice __ Proposal __ Shop drawings __ Prints __ Plans __Samples

__ Contract __ Check Payment _X_ Bid Documents __ Warranty Documents

ORIGINAL & COPY	DATE	NO.	DESCRIPTION
1 EA	1/10/19	1	City of Tybee – Instructions to Bidder Signature Sheet
1 EA	1/10/19	2	Attachment A – Contractor Affidavit
1 EA	1/10/19	3	Attachment B – Subcontractor Affidavit – Not Applicable
1 EA	1/10/19	4	Attachment C – OCGA Affidavit
1 EA	1/10/19	5	Attachment D - W-9
1 EA	1/10/19	6	Attachment E – Bid Form 2018-722 Gymnasium Roof Repairs
1 EA	1/10/19	7	Proposal Letter Dated 1/10/19
1 EA	1/10/19	8	Attachment F – Checklist for Submitting Bid
1 EA	1/10/19	9	Acknowledgement of Addenda
2 Copies	1/10/19	10	City of Savannah Business License
1	1/10/19	11	USB Flash Drive – Electronic Copy of Entire Bid Package

These are transmitted as checked below:

__For approval __ Approved as submitted __ Resubmit __ copies for approval

__For your use __ Approved as noted __ Submit __ copies for distribution

__ Review/comment _X_ For bids due __ Prints returned

Sent by:

Amy R. Schultz
aschultz@tectaamerica.com

cc: file

METALCRAFTS

A TECTA AMERICA COMPANY

January 10, 2019

City of Tybee Island
403 Butler Avenue
Tybee Island GA 31328

RE: Bid #2018-722 Roof Repair
January 10, 2019; 10:00 am

To Whom It May Concern:

Metalcrafts, a Tecta America Company, LLC, acknowledges there are no addenda to the above referenced bid.

Yours Truly,

Allen Lancaster
alancaster@tectaamerica.com

CITY OF TYBEE - INSTRUCTIONS TO BIDDER SIGNATURE SHEET

The Bidder certifies that he/she has examined all documents contained in this Bid package, and understands fully all that is required of the successful Bidder. The Bidder further certifies that his/her Bid shall not be withdrawn for sixty (60) days from the date on which his bid is submitted to the City.

The Bidder agrees, if awarded this Bid, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this document; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this document for the bid amount, and;

Metalcrafts, a Tecta America Co., LLC	1/10/19
COMPANY	DATE
	President
SIGNATURE	TITLE
912-236-0615	
TELEPHONE NUMBER	

City of Tybee Island has established goals to increase participation of minority and female owned businesses. In order to accurately document participation, businesses submitting proposals or proposals are strongly encouraged to report ownership status. A minority/ woman business is defined as a business with 51% or greater minority of women ownership or general management. Please check ownership status as applicable:

African-American\Black___ Asian American___ Hispanic___ Native American___Alaskan Indian_____ Female_____

ATTACHMENT A

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

136440
Federal Work Authorization User Identification Number

07/15/2008
Date of Authorization

Metalcrafts, a Tecta America Co., LLC
Name of Contractor

ITB# 2018-722 Roof Replacement
Name of Project

City of Tybee Island
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on January, 10, 2019 in Savanna(city), GA (state).

Signature of Authorized Officer or Agent

Allen Lancaster, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF January, 2019.

NOTARY PUBLIC
My Commission Expires: 05/14/19

Comm. Exp. 5/14/19 PUBLIC LIBERTY COUNTY, GA

ATTACHMENT B

N/A

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with_____ (name of contractor) on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____(city), _____(state).

_____

Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE __ DAY OF _____, 201__.

_____
NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT C

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Roofing contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) X I am a United States citizen.

2) _____ I am a legal permanent resident of the United States.

3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: State Issued: Georgia Driver's License.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Savannah (city), Georgia (state).

Signature of Applicant

Allen Lancaster
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 10th DAY OF January, 20 19

NOTARY PUBLIC
My Commission Expires: 05/14/19

Page 22 of 25

ATTACHMENT D

Form **W-9**
(Rev. October 2004)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as reported on your income tax return)

Business name, if different from above
Metalcrafts, A Tecta America Co., LLC

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
4522 Ogeechee Road

Requester's name and address (optional)

City, state, and ZIP code
Savannah, GA 31405

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | | | | | | | |

or

Employer identification number
5 8 - 0 8 2 6 4 6 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶ 1/10/19

What products/services do you provide to the City of Tybee Island?

Roofing

To whom shall we direct the Purchase Order?

Contact: Allen Lancaster Email: alancaster@tectaamerica.com

Phone# 912-236-0615 Fax# 912-216-0603

Location: 4522 Ogeechee Road, Savannah GA 31405

To whom shall we direct Payment?

A/R Contact: Amy Schultz Email: aschultz@tectaamerica.com

Phone# 912-236-0615 Fax# 912-297-6805

Remittance Address: 7340 Montevideo Road, Jessup MD 20794

Our terms are Net 30.

ATTACHMENT E

BID FORM 2018-722

GYMNASIUM ROOF REPAIRS

BID AMOUNT: $32,190.00*

*See attached Proposal Letter dated January 10, 2019

Metalcrafts, a Tecta America Co., LLC **(Firm)**

(Signature)

Allen Lancaster, President **(Title)**

METALCRAFTS

A TECTA AMERICA COMPANY

January 10, 2019

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

RE: Bid No 2018-722
Tybee Island Rec Gym
Roof Repairs
Tybee Island, GA

Gentlemen
As discussed at the pre-bid meeting on the above referenced project we provide the following information concerning our roof repair proposal based on the following agreed upon scope of work.

A. Standing Seam Metal Roof Repairs
1. Remove and replace the existing ridge cap on the existing metal roof with new metal ridge cap flashings.
2. Remove and replace the gable end metal flashings and metal fascia over the end wall louver on the center dormer roof area with new metal flashings.
3. At the junction of the gable end of the center dormer to the ridge line of the main roof, remove the existing metal flashing then fabricate and install a new metal flashing to seal the new metal ridge cap and the new gable end flashing.
4. Reseal the lightning cable bases by tightening the clamps and the sealing the base plate to the metal roof and/or metal flashings as needed.
5. At the gable end of the main roof, remove the existing metal fasteners and install new oversized gasketed metal fasteners.
6. At the two (2) valley flashings check all the metal fasteners and remove and replace any loose fasteners with new oversized gasketed metal fasteners.
7. At the eave lines of the metal of check all the metal fasteners and remove and replace any loose fasteners with new oversized gasketed metal fasteners.
8. Check all joints the remaining metal flashings and reseal as needed.
9. Check the joints in the existing gutters and reseal as needed.

B. Low Slope PVC Roofing System
1. Clean the existing sealant from the wall counter flashing on three (3) sides of the roof and install new elastomeric sealant in the existing metal joint. While the existing sealant has been removed, check the fasteners and replace with new fasteners where needed and/or install additional fasteners where needed.
2. Clean out existing pitch pockets and install new pourable sealer to reseal these items.
3. Examine the entire roof area and repair any holes or cuts found in the roofing membrane.
4. Check the existing vent pipe boot flashings and reseal and/or replace as required.
5. Probe the seams of the PVC roofing system and the PVC roof flashings and re-seal as required to seal any openings found in these locations.
6. Work with a mechanical subcontractor to replace the metal pans under the two (2) large air handling units.

METALCRAFTS | 4522 Ogeechee Road, Savannah, GA 31405 | 912.236.0615 | FAX 912.233.3284 | tectaamerica.com

As noted in our bid form, Metalcrafts A Tecta America Company proposes to perform this work for the lump sum amount of Thirty Two Thousand One Hundred Ninety Dollars ($32,190.00).

As discussed at our pre-bid meeting we provide the following alternate proposal to furnish and install a new TPO single ply roofing system over the existing Low Slope PVC roof as follows. Please note if this alternate is accepted the repairs noted in Item 2 above will not be performed.

C. Low Slope Roof Recovery Over Existing PVC Roof

1. Provide all set up, clean up and hoisting required for the project.
2. Provide all safety equipment and fall protection equipment required for the project.
3. Reuse the existing gutters and downspouts.
4. Just prior to installing the new roof insulation, cut the existing roofing membrane so it will not become a vapor barrier to the new roofing system and create condensation between the two (2) roofing systems.
5. Furnish and install a layer of ½" cover board insulation over the existing PVC roofing system. The cover board insulation will be mechanically attached thru the existing roof and into the existing metal roof deck in a fastening pattern to meet the wind uplift requirements of the local building codes. Please note only as much insulation will be installed each day that can be covered in the same day with the new TPO roofing membrane.
6. Furnish and install an adhered white 60 mil TPO single ply roofing system to the new cover board insulation per manufacturer's recommendations.
7. Remove the existing PVC membrane from the existing walls and roof curbs and prep these areas to receive new TPO membrane flashings.
8. Furnish and install new 60 mil TPO single ply wall and curb flashing system to these areas of the roof per manufacturer's recommendations.
9. Remove the existing vent pipe flashings and pitch pockets and replace with new white TPO flashings per manufacturer's recommendations.
10. Furnish and install new TPO walk pads around the existing large air handling units and the roof access hatch. We have included a total of 150 lineal feet of walk pads to be installed on the roof.
11. Fabricate and install new 24 gauge prepainted galvanized metal edge flashings to extend into the existing gutters and seal to the new TPO roofing system per manufacturer's recommendations
12. Fabricate and install new 24 gauge prepainted galvanized metal wall counter flashing to replace the existing metal and seal to the existing wall treatment.
13. Fabricate and install new 24 gauge prepainted galvanized metal roof curb counter flashings at the two (2) large air handling units to seal the junction of the new TPO curb flashing and the air handling unit.
14. Work with a mechanical subcontractor to replace the metal pans under the two (2) large air handling units.
15. Provide a Metalcrafts A Tecta America Company two (2) year material and labor roof warranty for the work being performed.

16. Provide a roofing manufacturer standard twenty (20) year material and labor no dollar limit roof warranty which will include the sheet metal flashings.

Metalcrafts A Tecta America Company proposes to perform the work outlined in Item A above for the Standing Seam Metal Roof Repairs and Item C above for the Low Slope Roof Recovery Over Existing PVC Roof for the lump sum amount of Sixty Two Thousand One Hundred Fifty Dollars ($62,150.00). We note the work being proposed in Item C is for an additional $29,960.00 over the Base Bid amount.

Thank you for the opportunity to provide a proposal on this work. If there are any questions or if we can be of any further assistance please let us know.

Truly yours,

Allen Lancaster
President
alancaster@tectaamerica.com

ATTACHMENT F

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with BID

NOTE: All of the following items must be submitted with your BID to be considered "responsive". Remember to follow the Instructions in the BID Documents.

1. INSTRUCTIONS TO PROPOSERS SIGNATURE SHEET

2. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (if any Addendums issued).

3. THIS ORIGINAL ITB WITH BID SHEETS COMPLETELY FILLED OUT AND SIGNED.

4. COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE BID (Attachments A-F).

Allen Lancaster/President
NAME/TILE

SIGNATURE

Metalcrafts, a Tecta America Co., LLC
COMPANY NAME

4522 Ogeechee Road
ADDRESS

Savannah, GA 31405
CITY/STATE/ZIP

912-236-0615
PHONE NUMBER

alancaster@tectaamerica.com
EMAIL

CITY OF Savannah
REVENUE DEPARTMENT

132 E Broughton St | PO Box 1228 | Savannah, GA 31402-1228 | (912)651-6445

2018 BUSINESS TAX CERTIFICATE

Expires: December 31, 2018

METALCRAFTS, A TECTA AMERICA CO, LLC
4522 OGEECHEE RD
SAVANNAH GA 31405

Business Owner(s): T ALLEN LANCASTER JR

Permit # 019110 **Additional Info:**

NAICS: 238160238160 **Tax Class: B**

Classification: Roofing ContractorsRoofing Contractors

THIS CERTIFICATE MUST BE DISPLAYED PROMINENTLY IN THE BUSINESS

PM ID: 5858
NA 2/12/2018 4:03:49PM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

3/31/2019

DATE (MM/DD/YYYY) 2/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Insurance Brokers, LLC
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : American Guarantee and Liab. Ins. Co.	26247
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1377991
Metalcrafts, a Tecta America Company, LLC
P. O. Box 1665
Savannah GA 31402

COVERAGES TECAM22 CERTIFICATE NUMBER: 13426317 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	1000025369181	3/31/2018	3/31/2019	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	SISIPCA08289418	3/31/2018	3/31/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	SXS-9242436-06	3/31/2018	3/31/2019	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
A A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 100 0001352 (AOS) WC 100 0001662 (AOS) WC 100 0002637 (FL&MA) WC 100 0002635 (WI)	3/31/2018 3/31/2018 3/31/2018 3/31/2018	3/31/2019 3/31/2019 3/31/2019 3/31/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder(s) is Additional Insured(s) as per the attached endorsement or policy language. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Waiver of subrogation applies as per the attached endorsements or policy language. Evidence of Coverage Only

CERTIFICATE HOLDER

13426317
Evidence of Coverage Only

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by a written contract.	Where required by a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 1000025369181

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract.	Where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured(s) and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Starr Indemnity & Liability Company
Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy #: 1000025369181
Named Insured: TECTA AMERICA CORP.

Effective Date: 3/31/2018

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition **4. Other Insurance** is amended as follows: **1.**

The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV — Conditions:
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or 'your work" done under a contract with that person or organization and included in the "products-completed operations hazard' This waiver applies only to the person or organization shown in the Schedule above.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Endorsement Effective: 3/31/2018 Endorsement No.

Insured: Tecta America Corp. Premium

Backup material for agenda item:

14. Approve bids and authorize purchase of metal barricades and water filled barricades.

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

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: 2-14-19

Item: APPROVE BIDS AND AUTHORIZE PURCHASE OF METAL BARRICADES AND WATER FILLED BARRICADES

Explanation: BID OPENING WILL TAKE PLACE THURSDAY, FEBRUARY 14. BIDS WILL BE EVALUATED AND PRESENTED TO COUNCIL.

Budget Line Item Number (if applicable): _____

Paper Work: _____ Attached* - TO BE GIVEN AT MEETING.

_____ Audio/Video Presentation**

* **Electronic submissions are requested by 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: Ricky Stewart

Phone / Email: _____

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

Backup material for agenda item:

15. Approve quotes and award Sewer Lift Station Repairs to Southern Civil, LLC

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

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: 2-14-19

Item: APPROVE QUOTES AND AWARD SEWER LIFT STATION REPAIRS TO SOUTHERN CIVIL, LLC

Explanation: LIFT STATION #6 ON JONES STREET HAS SUFFERED A SEVERE STRUCTURAL ISSUE THAT REQUIRES IMMEDIATE REPAIR. DUE TO ITS EMERGENCY STATE, QUOTES WERE SOLICITED RATHER THAN BIDS. LOWEST QUOTE RECEIVED WAS $58,863.00 FROM SOUTHERN CIVIL, LLC.

Budget Line Item Number (if applicable): 505.4310.54.1401

Paper Work: ✓ Attached*

_____ Audio/Video Presentation**

* **Electronic submissions are requested by 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: Ricky Stewart

Phone / Email:

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

SOUTHERN CIVIL, LLC P.O. Box 99, GLENNVILLE, GA 30427

January 18, 2019

City of Tybee Island
401 Butler Avenue
Tybee Island, Georgia 31328

ATTENTION: Stanley Bearden

REFERENCE: Tybee Island Lift Station #6 Concrete Coating

Dear Mr. Bearden,

We appreciate the opportunity and are pleased to provide scope and pricing for the above project:

- **Tybee Island Lift Station #6 Concrete Coating**
  - Mobilize to Project Site
  - Install Traffic Control (closing South Bound Lane of Jones Ave.)
  - Provide and Install Material to Redirect Flow from Ex. Force Main to Collection Manhole in Jones Ave.
  - Provide and Install Temporary By-Pass Pumping System (Includes Primary Pump, Secondary Pump, Auto Dialer, Pipe, Valves and Fittings)
  - Connect Temporary By-Pass Pumping System to Existing By-Pass Connection on Site.
  - Clean Existing Lift Station Structure
  - Remove Ex. Gravity Flow Baffle Plates and Plug Existing Abandoned Pipes.
  - Coating Contractor to Provide All Labor, Material and Equipment Required to Repair Damaged Concrete and Coat Interior of Lift Station with Raven 405.
  - Install One (1) New Stainless Steel Baffle Plate
  - Disconnect Temporary By-Pass Pumping System
  - Remove Traffic Control
  - Clean Up Site
  - Demobilize
    - **Total Price: $58,863.00**

If you have any questions or comments, please feel free to contact me.

Thanks,

Matt Deal

Matt Deal
Southern Civil, LLC
Phone: (912) 334-0540
Email: mdeal@southerncivilllc.com

Stanley Bearden

From: Matt Broom <mbroom@southernchampion.com>
Sent: Friday, January 11, 2019 11:13 AM
To: Stanley Bearden
Subject: Jones Ave. PS Rehab

Stan,

Please accept our quotation for providing the necessary labor, material, and equipment to perform the following scope of work:

- By-pass flow from an existing 18" gravity and 8" force main to an existing manhole in Jones Ave. adjacent to the existing pump station.
- Install by-pass pumping system, including back up pump.
- Pressure wash interior of the wet well.
- Patch/repair minor voids.
- Patch/repair 2" wide vertical void/gash.
- Apply up to 1" cementitious base coat as needed, and 125 mils epoxy top coat to walls, floor, and top slab interior.
- Remove/Re-install flow diversion plate.
- Remove by-pass piping and equipment, return pump station to normal operation.

Total lump sum price: $97,800

The following qualifications will apply to our quotation:

- Dun-Right Services will perform the concrete rehab work.
- 8" force main will need to be shut down for several hours to facilitate installation of the bypass piping.
- No permits or fees are included.
- Traffic entering Jones St. from Hwy 80 will need to be detoured. It may be possible to keep one lane traffic exiting Jones Ave. open.
- Bond is included.

Thanks for the opportunity to work with Tybee again. Please call if you have any questions.

M

Matt Broom, President
Southern Champion Construction, Inc.
133 Airport Park Drive
Savannah, GA 31408
Cell: 912-313-8713
Office: 912-964-8700
http://www.southernchampion.com/

BRW CONSTRUCTION GROUP, LLC
P.O. Box 1806
Savannah, Ga. 31402

Tel: 912-236-8107
Fax: 912-236-8103

January 7, 2019

Mr. Stanley Bearden
401 Butler Avenue
Tybee Island, Georgia 31328

Re: Tybee Island Pump Station #6 Wet Well Rehabilitation.

Stanley,

We are pleased to offer the following quote for the referenced project. Our price includes labor, equipment, subcontractor and material to complete the work per site visit.

SCOPE OF WORK

- Mobilize equipment and materials to Pump Station #6 at the corner of Jones Avenue and Highway 80.
- Install Traffic Control for Jones Avenue and Highway 80 (One lane traffic exiting Jones Avenue).
- Provide and setup bypass pumping including a backup pump, plugs and piping.
- Clean walls and vacuum waste debris, remove existing flow diversion plates, plug abandoned openings and prepare Wet Well for coating.
- Coating contractor (Dun-Right Services, Inc) to repair damage to wall and coat inside of wet well with Raven 405FS.
- Install one each new stainless-steel flow diversion plate.
- Demobilize and cleanup site.

TOTAL PRICE------- $108,525.00

We appreciate the opportunity to provide you a quote. Please contact us if you have any questions or require additional information.

Regards,

BRW CONSTRUCTION GROUP, LLC

George J. Polites
Project Manager

Ricky Stewart

From: Stanley Bearden
Sent: Monday, February 04, 2019 1:14 PM
To: Ricky Stewart
Subject: FW: LIft station repair

Here is another bid on Lift Station 6

From: Scott Pinholster [mailto:scott@pinco.biz]
Sent: Monday, February 04, 2019 11:30 AM
To: Stanley Bearden
Subject: LIft station repair

2-4-19

RE: Sewage Pump Station @ Jones & Butler

We propose to furnish labor, material, equipment, and sub to bypass the station, repair with grout the gouge caused by chemical dripping, and coat the structure interior with Raven high build epoxy. Remove the lower baffle.
The city to provide digital signage for road being blocked. Other signs and barricades by PINCO. Most work to occur during normal business hours.
Bypass pump with dialer and a stand-by pump. ByPass of 2 influent lines(one deep gravity from near-by manhole and one force main); 2 other lines(high) are in-active. Bypass pumps are diesel operated, therefore passers-by and neighbors will hear the pumps running.
Repair the gouge with up to 6" cementitious grout. Coat entire station with Raven 405 epoxy.

$ 115,850.00

We request 30 – 60 days' notice to schedule this work.

Scott L. Pinholster

PINCO
O (912) 963-2116
C (912) 398-0226

Backup material for agenda item:

16. Resolution - Hotel - Motel Resolution

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

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND TO INCREASE THE HOTEL/MOTEL TAX CHARGED WITHIN THE CITY OF TYBEE ISLAND FROM 6% TO 7% AS AUTHORIZED BY LAW

WITNESSETH

WHEREAS, pursuant to O.C.G.A. §48-13-51(a)(3.2), the City of Tybee Island currently imposes a 6% hotel/motel tax on public accommodations as authorized therein; and

WHEREAS, the City currently contracts with the Savannah Area Chamber of Commerce, a private sector non-profit organization for the purpose of promoting tourism, conventions and trade shows pursuant to O.C.G.A §48-13-51(a)(3.2) and O.C.G.A. §48-13-51(a)(3); and

WHEREAS, in 2008 the Georgia General Assembly adopted legislation authorizing municipalities and counties to alter their hotel/motel tax with the approval of the general assembly by way of local acts under O.C.G.A. §48-13-51(b) so as to permit a higher tax rate but not to exceed 8%; and

WHEREAS, pursuant to O.C.G.A. §48-13-51(e), a city wishing to change its tax rate must adopt a resolution which provides for the specific tax rate, identifies the tourism projects or tourism product development purposes, and specifies the allocation of proceeds; and

WHEREAS, the City of Tybee Island wishes to increase its tax rate pursuant to O.C.G.A. §48-13-51(b)(2) to a rate of 7% for furnishing for value to the public any room or rooms, lodgings or accommodations furnished by any person or legal entity licensed by or required to pay business or occupation taxes to the municipality for operating the hotel, motel, inn, lodge, tourist camp, tourist cabin, campground or any other place in which rooms, lodgings or accommodations are regularly or periodically furnished for value; and

WHEREAS, the City does wish to change its tax rate from 6% to 7% in order to increase the funds available for tourism product development as provided by law; and

WHEREAS, the Mayor and Council of the City of Tybee Island find it to be in the public interest to increase the City's hotel/motel tax to a rate of 7%, a portion of which shall be used for the purpose of promoting tourism, trade shows and conventions through a contract with the Savannah Area Chamber of Commerce with whom the City already contracts, for such purposes under authority of O.C.G.A. §48-13-51(b) and a portion of which increase above 5% shall be used for such tourism product development;

WHEREAS, the Mayor and Council of the City of Tybee Island has previously passed a resolution requesting the Georgia General Assembly adopt local legislation consistent with the provisions herein in a more detailed format and expressly authorize in such resolution the execution of additional documents and this resolution is consistent with the former resolution, and it is further authorized and directed that this document be submitted to legislative counsel to develop an appropriate Local Act, along with the assistant of the City Attorney, to implement the intentions hereof and of the previously executed resolution entered on the 13th day of December, 2018.

WHEREAS, the Mayor and Council of the City of Tybee Island request that the Georgia General Assembly enact local legislation to this effect.

NOW THEREFORE, be it resolved by Mayor and Council in open meeting, duly assembled, as follows:

1.

The Mayor and Council of the City of Tybee Island, by adoption of this resolution, request that the Georgia General Assembly enact local legislation pursuant to O.C.G.A. §48-13-51(b) to implement a 7% hotel/motel tax in the City of Tybee Island with revenues above the rate which would have been collected at the rate of 5% being distributed as hereinafter set forth.

2.

That 50% of the increase above the sums which would have been collected at the rate of 5% be expended to promote tourism, trade shows and conventions in the City of Tybee Island under contract with the Savannah Area Chamber of Commerce as authorized by O.C.G.A. §48-13-51(b)(2); and

3.

That the remaining 50% of the amount above the sums that would have been collected at the rate of 5% shall be utilized for tourism product development as authorized by O.C.G.A. §48-13-51(b)(2), including museums, parks/beach and recreational purposes and similar purposes qualifying as tourism product development under O.C.G.A. §48-13-50.2(6), including beach improvements and beach renourishments and restrooms on or near the beach, so as to increase the City's contribution for such projects thereby lessening the burdens on the Georgia State budget and thus, the burden on Georgia taxpayers; and

4.

That the Mayor is hereby authorized to execute any documents consistent herewith to accomplish the intentions hereof and the City Attorney is authorized to cooperate and to communicate with legislative counsel to develop an appropriate Local Act to implement the intentions hereof.

IT IS SO RESOLVED in open meeting this ____ day of February, 2019.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jason Buelterman, Mayor

ATTEST:

By: _____
Clerk of Council

Backup material for agenda item:

17. Resolution - Chatham County Recreation Authority

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

CITY OF TYBEE ISLAND

RESOLUTION

CHATHAM COUNTY RECREATION AUTHORITY (GEORGIA)
REVENUE BONDS
(TYBEE ISLAND MARINE SCIENCE CENTER PROJECT), SERIES 2019

WHEREAS, the City Council of the City of Tybee Island (the "**City**"), has requested that the Chatham County Recreation Authority (the "**Authority**") provide funds for the purpose of financing a new Tybee Island Marine Science Center in the City, which includes recreational picnic and playground areas, a dune walk, and climbable marine life replicas (collectively, the "**Project**"), through the issuance of its revenue bonds, to be secured under the provisions of an intergovernmental contract with the City; and

WHEREAS, the Authority has been created pursuant to an act of the General Assembly of Georgia, Georgia Laws 1995, page 4281 *et seq.* (the "**Act**"); and

WHEREAS, pursuant to the Act, the Authority is authorized to acquire, construct, equip, maintain, and operate projects and facilities, which include recreational playgrounds, parks, and picnicking areas, and the usual and convenient facilities in connection therewith, and acquisition, construction, and equipping of such facilities, all for the essential public purposes of the Authority; and

WHEREAS, under the Act, the Authority is further authorized to make contracts and leases and to execute all instruments necessary or convenient, including contracts for acquiring, constructing, renting, and leasing of its projects for use of Chatham County, Georgia, or any municipality in Chatham County; and

WHEREAS, under the Act, the Authority shall have power and is authorized to provide by resolution for the issuance of negotiable revenue bonds for the purpose of paying all or any part of the cost as defined in the Act of any one or more projects, and to issue its refunding revenue bonds, which bonds are declared to be issued for an essential public and governmental purpose; and

WHEREAS, pursuant to the request of the City and a Bond Resolution adopted by the Authority on February 14, 2018, the Authority has authorized the issuance of its CHATHAM COUNTY RECREATION AUTHORITY REVENUE BONDS (TYBEE ISLAND MARINE SCIENCE CENTER PROJECT), SERIES 2019 (the "**Series 2019 Bonds**"), in the principal amount of $_____, for the purposes of financing the Project and paying the cost of issuance of the Series 2019 Bonds; and

WHEREAS, subject to compliance with the requirements of the Act that the City advertise its intention to enter into an intergovernmental contract with the Authority and hold a public hearing relating thereto, the City held such public hearing on January 10, 2019, and

WHEREAS, it is proper that the form of the Intergovernmental Contract, to be dated the date of issuance and delivery of the Series 2019 Bonds (the "**Contract**"), be authorized by the City; and

WHEREAS, Raymond James & Associates, Inc., Atlanta, Georgia, is acting as underwriter for the Series 2019 Bonds (the "**Underwriter**"), and it is necessary and proper to authorize the Mayor to execute a bond purchase agreement with the Underwriter to finalize the sale of the Series 2019 Bonds and

WHEREAS, in order to enhance the marketability of the Series 2019 Bonds, it is necessary that the City allocate to the Authority a portion of the City's $10,000,000 qualified small issuer exemption under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**").

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. **Authorization of Contract**. The execution, delivery and performance of the Contract by and between the Authority and the City is hereby authorized and approved. The Contract shall be in substantially the form presented to at this meeting, subject to such changes, insertions or omissions as may be approved by the Mayor, and the execution of the Contract by the Mayor and the attestation of the same by the City Clerk as hereby authorized, shall be conclusive evidence of such approval.

Section 2. **Authorization of Bond Purchase Agreement.** The Mayor is authorized to execute on behalf of the City a Bond Purchase Agreement with Raymond James & Associates, Inc., Atlanta, Georgia, as Underwriter of the Series 2019 Bonds, in the form submitted to the City at the time of adoption of this Resolution.

Section 3. **Authorization for Validation of Series 2019 Bonds.** In order to carry out the issuance of the Series 2019 Bonds, the Series 2019 Bonds must be validated through the Superior Court of Chatham County and the City will be made a party defendant to the validation proceedings. The Mayor or City Manager is hereby authorized to acknowledge service of the validation petition and to file an answer in said proceedings.

Section 4. **Designation as Qualified Tax-Exempt Obligations**. The City, pursuant to Section 265(b)(3) of the Code, does hereby irrevocably allocate to the Authority such amount of the City's $10,000,000 qualified small issuer exemption under Section 265(b)(3) of the Code as equals the par amount of the Series 2019 Bonds when issued. The City hereby certifies that the reasonably anticipated amount of qualified tax-exempt obligations which the City and any entity subordinate to the City and all other entities which issue tax-exempt obligations on behalf of the City, including the Authority, will issue during calendar year 2019 will not exceed $10,000,000.

Section 5. **General Authorization**. From and after the execution and delivery of the documents hereinabove authorized and approved, the proper officials of the City are hereby authorized, empowered and directed to do all acts and things and to execute all documents as

may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all other actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2019 Bonds and the execution and delivery of the Contract and all other documents authorized hereby.

Section 6. **Approval of Acts**. All acts and doings of the officials of the City which are in conformity with the purposes and intents of this resolution and furtherance of the issuance of the Series 2019 Bonds, and the execution, delivery and performance of the Contract and all other documents authorized hereby shall be, and the same hereby are, in all respects approved and confirmed.

ADOPTED this 14th day of February, 2019.

CITY OF TYBEE ISLAND, GEORGIA

_____

Mayor

CLERK'S CERTIFICATE

I, the undersigned City Clerk of the City of Tybee Island, (the "City"), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by the governing body of said political subdivision in public meeting assembled on February 14, 2019, the original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

_____

City Clerk

Backup material for agenda item:

18. Bubba Hughes - Amendment to Resolution Requesting Local Legislation to Update the Charter

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

AMENDMENT TO A RESOLUTION REQUESTING LOCAL LEGISLATION TO UPDATE THE CHARTER OF THE CITY OF TYBEE ISLAND AS DESCRIBED HEREIN

BE IT RESOLVED by Mayor and Council of the City of Tybee Island, in open meeting, as follows:

WHEREAS, the City of Tybee Island is a duly organized municipality existing under the laws of the State of Georgia; and

WHEREAS, the City has from time to time held council seats declared vacant; and

WHEREAS, currently under Section 5.18 of the Charter, the council elects a member to fill any vacancy; and

WHEREAS, the council would like for the people to be able to choose who represents them where more than two years of time is left by any vacancy; and

WHEREAS, doing so would require amending the Charter and constitute a change in the manner of electing council members to fill vacancies; and

WHEREAS, the City desires to make this change in the Charter giving the people the ability to choose their representatives in case of such vacancy; and

WHEREAS, the City previously changed its voting structure by requesting and having secured local legislation authorizing the City to convert their elections from two year cycles of all offices to staggered four year terms; and

WHEREAS, the City amended the Charter, Section 5.12, which now provides for four year terms on a staggered basis; and

WHEREAS, the Mayor and Council of the City of Tybee Island has previously passed a resolution requesting the Georgia General Assembly to adopt local legislation consistent with the provisions herein and expressly authorized in such resolution the Mayor to execute documents consistent with such resolution and this resolution is found to be entirely consistent therewith, it is further authorized and directed that this document be submitted to legislative counsel to develop an appropriate Local Act, along with the assistance of the City Attorney, to implement the intentions hereof and of that certain resolution previously entered on the 13th day of December, 2018.

WHEREAS, as a result of such changes, additional provisions of the Charter need clarification and/or a revision so as to be clear and consistent,

NOW, THEREFORE, be it resolved by the Mayor and Council in open meeting that the local legislative delegation be requested to adopt an Act repealing Section 5.18 of the Charter and amending so that hereinafter it will read as follows:

Section 2.12. Vacancies; filling of Vacancies, shall also be amended so as to provide as follows:

Section 2.12. *Vacancies, filling of vacancies.*

(a) *Vacancies.* The office of Mayor or council member shall become vacant upon the occurrence of any event specified by the Constitution of the State of Georgia, Title 45 of the Official Code of Georgia Annotation [O.C.G.A 45-1-1 et seq], or such other applicable laws as are or may hereafter be enacted.

(b) *Filling of vacancies.* A vacancy in the office of Mayor or council member shall be filled for the remainder of the unexpired term, if any, as provided in Sec. 5.18 of this Charter.

IT IS FURTHER RESOLVED that the local legislative delegation be requested to adopt an Act repealing Section 2.33 of the Charter, selection and powers and duties of mayor pro tem, so as to be consistent with four year terms (or to be determined every two years) and provide as follows:

2.33. Selection *and powers and duties of mayor pro tem.* At the first regular meeting of the City Council following the regular election of the Mayor every four years, the council shall select one of its members as mayor pro tem. During the absence or physical or mental disability of the Mayor for any cause, the mayor pro tem, or in the mayor pro tem's absence or disability for any reason, anyone of the councilmembers chosen by a majority vote of the city council, shall be clothed with all the rights and privileges of the Mayor and shall perform the duties of the office of the Mayor so long as such absence of disability shall continue. Any such absence or disability shall be declared by a majority vote of all councilmembers. The mayor pro tem or selected council member shall sign all contracts and ordinances in which the Mayor has a disqualifying financial interest as provided in Section 2.14 of this Charter.

IT IS FURTHER RESOLVED that the local delegation be requested to adopt an Act revising Section 5.11, regular elections; time for holding, so as hereafter it will read as follows:

5.11. Regular *elections; time for holding.* In odd numbered years, on the Tuesday next following the first Monday in November, and biannually thereafter, a regular election shall be held in the City of Tybee Island such other place or places as the council may designate for the election of the appropriate number of council members, who shall have the qualifications specified in this Chapter to hold such office. An incumbent Mayor or incumbent Councilmember who shall qualify as a candidate and meet the qualifications to hold such office may be a candidate to succeed himself or herself for such office or for office as a member of the City Council. As provided in Sec 5.12, the Mayor is elected to four-year terms and the mayoral election will accompany the election on the Tuesday next following the first Monday in November in odd numbered years by four year terms.

Section 5.17, nondesignation of specific office by candidate; highest vote elects, shall also be amended so as to provide as follows:

Section 5.17. *Nondesignation of specific office by candidate; highest vote elects.* A candidate seeking one of two or more public offices each having the same title and to be filled at the same election by the vote of the same electors shall not designate the specific office he or she is seeking. The candidates for city council receiving the highest number of lawful votes cast shall be elected as the councilmembers of the City of Tybee Island.

5.18 Filling *vacancy in office of Mayor or Council Member.*

Sec 5.18 – Filling Vacancy in Office of Mayor or Councilmembers.

Should during the term of office to which elected, the Mayor or any councilmember die, resign, remove or change residence beyond the city limits of the municipality, or otherwise fail to meet all the all the qualifications prescribed in the Charter for the particular office held at the time, the office of such person shall thereby become, and thereupon be declared, vacant; and in case of vacancy in the office of mayor or of any councilmember from any cause whatsoever other than expiration of the term of office, the Mayor and remaining members of the council, or the remaining members of the council, as the case may be, shall elect within 30 days after the vacancy occurs a qualified person to fill the vacant office; provided,

(a) If the vacancy to be filled is the office of Mayor, the office shall be assumed and filled by the Mayor pro tem elected by the Mayor and councilmembers pursuant to Section 2.33 and the Mayor pro tem shall continue to serve as Mayor for the entire unexpired term. The council seat vacated by the former councilmember/Mayor pro tem shall be vacant and the vacant council seat shall be filled as provided in subsection (c) below.

(b) If the vacancy to be filled is the office of a council member who is not the Mayor pro tem, the person elected by the mayor and remaining members of council shall serve until the organizational meeting of the new year following the general municipal election after the office became vacant; provided further, if in the event more than twenty six (26) months remain of the term of office as of the date the office became vacant, then in that event the candidate for council member who places fourth in the general municipal election following the vacancy shall have been elected to serve the remaining two years of the term beginning at the organizational meeting of the new year following the general municipal election.

(c) Within thirty (30) days of the councilmember/Mayor pro tem assuming the office of Mayor pursuant to subsection (a) above, the Council shall elect a qualified person to fill the vacant councilmember office of the former councilmember Member/Mayor pro tem; provided further, that: (i) if in the event, as of the date the office became vacant, less than twenty six (26) months remain of the term of office of the councilmember/Mayor pro tem, then in that event the qualified person appointed shall serve the entire unexpired term of the councilmember/Mayor pro tem; and (ii) If in the event, as of the date the office became vacant, twenty six (26) months or more remain of the term of office of the councilmember/Mayor pro tem, then in that event the qualified person appointed shall serve until the organizational meeting of the new year following the general municipal election at which time the candidate for councilmember who placed fourth in the general municipal election following the vacancy shall begin serving as a council member for the remaining two years of the unexpired term of the former councilmember/Mayor pro tem.

(d) In the event a councilmember elected as Mayor pro tem has only 24 months remaining in his/her term of office, at the expiration of that term and at the first regular meeting of the Mayor and Council following the expiration of the Mayor pro tem's term, the Mayor and Council will elect a Mayor pro tem which may include the same individual who may have been elected to a new term on Council or any other qualified individual.

(e) In any instance or circumstances where the provisions of (a)(b)(c) and/or (d) do not provide for a contingency such that an office would be vacant, the remaining elected officials shall elect a qualified individual to assume the office then vacant within thirty (30) days of the vacancy involved to serve the entire unexpired term of the vacant office.

The Mayor is hereby authorized to execute any documents consistent herewith and in order to accomplish the intention hereof and the city attorney is authorized to cooperate and communicate with legislative counsel to assist and develop an appropriate local act to implement the intentions hereof.

SO RESOLVED, this the _____ day of _____ 218.

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Jason Buelterman, Mayor

ATTEST:

By: _____
City Clerk

Tybee/Resolution/2018/Charter Changes