

MAYOR

Jason Buelterman

CITY COUNCIL

Barry Brown, Mayor Pro Tem
John Branigin
Wanda Doyle
Julie Livingston
Monty Parks
Shirley Sessions



CITY MANAGER

Dr. Shawn Gillen

CLERK OF COUNCIL

Jan LeViner

CITY ATTORNEY

Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA
REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL
March 28, 2019 at 6:30 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

Recognitions and Proclamations

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

1. Minutes, City Council Meeting, March 14, 2019

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

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

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

2. Jan LeViner, Out-of-State Travel, Oak Ridge, TN, Athenian Leadership Society Dialogue, IIMC Certification, April 4 - 5, 2019
3. Falcon Fireworks Contract
4. Contract, Penn Credit Corporation, Court Collections

5. To request the City Council approve a change order to the contract with Metalcraft for \$3,840 to remove and dispose of the existing gutter and downspouts on the gymnasium roof.

Consideration of Ordinances, Resolutions

6. Second Reading, 2019-05, Sec 22-110 and 22-112, Noise
7. Second Reading, 2019-02, Sec 42-66, Fireworks

Council, Officials and City Attorney Considerations and Comments

8. Bubba Hughes, Preliminary consideration of potential conveyance of portion of right-of-way, 1 Moore Avenue
9. Barry Brown - Beach Ambassador Program
10. Wanda Doyle - Jaycee Park Restrooms
11. Monty Parks, Turtle Statue with Tybee Arts Association

Executive Session

Discuss litigation, personnel and real estate

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

Adjournment

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

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



THE VISION OF THE CITY OF TYBEE ISLAND

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



THE MISSION OF THE CITY OF TYBEE ISLAND

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

P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749
(866) 786-4573 – FAX (866) 786-5737
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Consideration of Items for Consent Agenda

Mayor Buelterman called the consent agenda to order at 6:30PM on March 14, 2019. Those present were Monty Parks, John Branigin, Wanda Doyle, Barry Brown, and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; George Shaw, Director, Community Development; Angela Hudson, Finance Director; and Janet LeViner, Clerk of Council. Julie Livingston was excused.

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

- Minutes, City Council Meeting, February 28, 2019
- Out-of-State Travel, Jason Buelterman and Shawn Gillen, June 18 - 19, 2019, Washington, DC
- Out-of-State Travel, Joel Fobes, Axon Accelerate 2019 Conference, Phoenix, AZ, April 28 - May 2, 2019.
- Out-of-State Travel, Jan LeViner, Birmingham, IIMC Conference, May 18 - 22, 2019
- Out-of-State Travel, Todd Smith, March 21 - 24, 2019, Michigan, Inspect the Emergency Mobile Command Vehicle
- Out-of-State Travel, Jamey Rabun - May 7 - 9, 2019, Orlando, FL. Florida State Association of RV Parks and Campgrounds
- Out-of-State Travel, Melissa Freeman, April 17 - 19, 2019, Kissimmee, FL, Public Procurement Training
- The purpose of this agenda item is to seek the City Council's approval to amend the General Fund's fiscal year 2018-2019 operating and capital budget by re-allocating \$46,163 from the Public Works Administration's budget to Storm Water Management's budget in order to pay the contract with EOM for a storm water management employee through June 30, 2019.
- Approve proposal and award project to Korkat for shade system at Jaycee Park. \$75,663.84. Line Item 322.6210.54.1100. **Discussion: Mayor Buelterman** expressed his concerns with the posts being wrapped for safety issues. Ms. Doyle confirmed there would not be any safety issues. Mayor Buelterman asked Dr. Gillen to follow-up with Haley Hill regarding wrapping the poles at the playground in Memorial Park.
- Approve proposal and award project to Korkat for playground surface at Jaycee Park. \$97,015.00. Line Item 322.6210.54.1100. **Discussion: Mayor Buelterman** asked if this is the same material as used in Memorial Park. Ms. Doyle confirmed.
- River's End Campground, Quote, Bathhouse, \$212,238.76. **Discussion: Jamey Rabun** approached Mayor and Council. \$212,238.76 is only the structure itself and the total quote to include HVAC is \$292,000.
- To request that the City Council approve a change order to the contract with Thompson Engineering for \$4,050 to perform a structural analysis assessment of the wireless cell phone equipment located on the City's water tower at 111 Butler Avenue. Line Item: 505.1512.52.1300
- Approval of AXON In-Car Camera System, TIPD. Four year lease program. Line Item: 322-3210-54-2100, SPLOST 2014, only first year payment of \$21,903.49.

Monty Parks made a motion to adjourn to Executive Session to discuss Real Estate. **John Branigin** seconded. Vote was unanimous, 5-0.

Monty Parks made a motion to return to regular session. **Barry Brown** seconded. Vote was unanimous 5-0.

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
- Invocation: Jan LeViner, Clerk
- Pledge of Allegiance

Invite Guests

Dr. Kennedy O'Kere, Founder of Horizon International Medical Mission, approached Mayor and Council. Dr. O'Kere thanked everyone for the opportunity to speak on the Medical Mission. He continued to explain the Medical Mission and by the City collecting glasses gives people the ability to see. Dr. O'Kere then showed a short presentation showing what the City has done for our sister city. Mayor Buelterman thanked Dr. O'Kere and Ms. Pearce.

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

Public Hearings

Approval of Private and Residential Parking Lots. **John Salter** approached Mayor and Council asking them not to approve the private parking lot at 1001 Butler Avenue. This is due to trash and the over saturation of beach goers in that area. Mayor Buelterman thanked Mr. Salter. **Mayor Buelterman** read a letter from **Bobby** and **Sheila Phillips** speaking in opposition of the private parking lot at 1001 Butler Avenue and asked additional restrictions be put in place. **Mayor Buelterman** read a letter from **Vincent Ferraro, 13 10th Street** asking Mayor and Council not to approve the private parking lot at 1001 Butler Avenue. **Russell Bridges** approached Mayor and Council to speak in favor of his request at 1001 Butler Avenue. Mr. Bridges stated there have been no complaints, no police calls and no incidents at his parking lot. **Marianne Bramble, Joyce Prescott and Russell Bridges** approached Mayor and Council. Each spoke in favor of their individual private parking lots. **Monty Parks** made a motion to approve all residential parking lots. **Wanda Doyle** seconded. **Discussion: Mayor Buelterman** recommended each parking lot be handled individually with six motions. Ms. Sessions agreed. **Monty Parks** withdrew his motion. **Wanda Doyle** withdrew her second. **Monty Parks** made a motion to approve the **Sunrise Parking Lot.** **Wanda Doyle** seconded. Vote was unanimous to approve, 5-0.

Monty Parks made a motion to approve the **Ocean Plaza Beach Resort Parking Lot.** **Wanda Doyle** seconded. Vote was unanimous to approve, 5-0.

Monty Parks made a motion to approve the **Bramble Family Parking Lot.** **Wanda Doyle** seconded. Voting in favor were Monty Parks, John Branigin, Wanda Doyle and Shirley Session. Voting against was Barry Brown. Vote to approve, 4-1.

Monty Parks made a motion to approve the **Renee Bridges Parking Lot.** **Wanda Doyle** second. Voting in favor were Monty Parks, John Branigin and Wanda Doyle. Voting against were Barry Brown and Shirley Session. Vote to approve, 3-2.

Monty Parks made a motion to approve the **Joyce Prescott Parking Lot.** **John Branigin** seconded. Voting in favor were Monty Parks, John Branigin, Wanda Doyle and Shirley Session. Voting against was Barry Brown. Vote to approve, 4-1.

Monty Parks made a motion to approve the **Jack Rosenberg Parking Lot.** **Wanda Doyle** seconded. Voting in favor were Monty Parks, John Branigin, Wanda Doyle and Shirley Session. Voting against was Barry Brown. Vote to approve, 4-1.

NOTE: Parking will include 32 days from Memorial Day to Labor Day, Saturday and Sunday only. This also includes July 3rd and 4th of July as they do not fall on a weekend. Ms. Doyle stated the City Marshalls are checking the parking lots for violations during the allotted hours of operation.

Variance, 318 Polk Street right-of-way. Mayor Buelterman recommended approval as the Planning Commission also voting in the affirmative unanimously. **Wanda Doyle** made a motion to approve. **Monty Parks** seconded. Voting in favor were Monty Parks, John Branigin, Wanda Doyle and Shirley Sessions. Voting against was Barry Brown. Vote to approve, 4-1.

Consideration of Bids, Contracts, Agreements and Expenditures

Marine Science Center Change Order. Pulled from consideration

Consideration of Ordinances, Resolutions

Repeal and Readopt, First Reading, 2019-02, Sec 42-66, Fireworks. Mr. Hughes stated the current ordinance is amended so it clarifies the time and provides fireworks may lawfully be used from 10:00AM to 11:59PM. He continued to explain the changes as outlined in the proposed ordinance. Mayor Buelterman confirmed the City is being as restrictive as State Law will allow. Mr. Hughes confirmed. Mayor Buelterman asked Dr. Gillen to work with Staff to develop a press release to send on March 29, 2019 or shortly thereafter to make everyone aware of the changes to the ordinance to include the fine information up to \$1,000. Dr. Gillen confirmed. **Wanda Doyle** made a motion to approve. **John Branigin** seconded. Vote was unanimous to approve, 5-0.

Repeal and Readopt First Reading, 2019-05, Sec 22-110 and 22-112, Noise. Mr. Hughes stated the City will use the noise ordinance to control the use of consumer fireworks and must advertise and adopt the noise ordinance after the advertisement. This is for the first reading and repeal of the existing noise ordinance which would not apply to fireworks and immediately readopt it so that it will apply to fireworks. Mr. Hughes confirmed the proposed ordinance is identical to the existing ordinance. **John Branigin** made a motion to approve. **Wanda Doyle** seconded. Vote was unanimous to approve, 5-0.

Council, Officials and City Attorney Considerations and Comments

Preliminary consideration of potential conveyance of portion of right-of-way, 1 Moore Avenue. Mr. Hughes made reference to the plat provided by Mr. Yellen (attached). He stated the petitioner is proposing a boundary line agreement with a mutual conveyances so the City acquire adequate right-of-way to protect the ability to maintain the travel portion of the road. Mayor Buelterman confirmed that would be preferable to conveyance of a portion of the right-of-way. Mr. Hughes responded it would include a possible conveyance of a portion of the right-of-way. Ms. Doyle asked for a clarification of parcels "A", "B", "C" and "D" as depicted in the packet. Mr. Shaw stated parcel D is parallelogram that is in dispute. The petitioner is claiming it is part of their property and the City believes the property was never properly transferred. He continued, parcel C is currently the City right-of-way that the petitioner would like to acquire in agreement where the City would take parcels A and B relinquishing any rights the remainder of parcel D and then parcel C would go to the petitioner. The petitioner is claiming parcel A is currently theirs, the City claims ownership. A discussion ensued regarding the possibility of a variance in the future as the lots would be considered sub-standard lots of records. Mr. Branigin recommended Mr. Hughes to meet with Mr. Shaw and Mr. Yellen for recommendations and bring back to Mayor and Council. **Wanda Doyle** made a motion Mr. Hughes meet with Mr. Yellen, Mr. Shaw and Dr. Gillen and bring back an agreement to Mayor and Council for consideration. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

Monty Parks made a motion to adjourn. **John Branigin** seconded. Vote was unanimous, 5-0.

Meeting adjourned at 8:15PM.

Janet R. LeViner, CMC
Clerk

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Item Attachment Documents:

3. Falcon Fireworks Contract

CONTRACT

Agreement made this day March 14, 2019, by and between Falcon Fireworks,

Whose address is 3411 Courthouse Road, Guyton, GA 31312, and:
(herein after "**sponsor**").

The city of Tybee Island
P.O. Box 2749
403 Butler Avenue
Tybee Island, GA 31328

Whereas, Falcon Fireworks sells fireworks and conducts exhibitions of it's products; and Whereas, sponsor wishes to purchase fireworks from Falcon fireworks and Falcon Fireworks wishes to sell fireworks to sponsor. Whereas sponsor wishes to retain the services of Falcon Fireworks as sole fireworks supplier and producer to conduct an exhibition of the fireworks purchased from Falcon Fireworks; Now therefore, in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto do mutually agree as follows:

1. **Date and Location:** Falcon fireworks shall sell and sponsor shall purchase the fireworks as set forth on the proposal previously submitted and made a part hereof ("Firework") for delivery by Falcon Fireworks on 7-04-19 to the following location: The Chatham County Pier _____
2. **Exhibition:** On the delivery date specified in Paragraph 1, Falcon Fireworks shall set-up, staff and conduct an exhibition of the fireworks at the exhibition location. The display will be under the direct supervision of a Falcon Fireworks trained technician. It is agreed that Falcon Fireworks shall be the sole fireworks supplier and producer for the event contracted for herein.
3. **Cost and Payments:** A. Sale price for fireworks, including delivery to exhibition location: B. Service price for exhibition, including insurance, display service and transportation:

Total Agreement Price \$19,999.00 .

The total sum of \$19,999.00 shall be due and payable as follows:

- a. The sum of \$10,000.00 upon execution and delivery of this contract.
- b. The balance of the total sales \$9,999.00 which includes \$185.00 For Probate permits and fees that are applied to this sale shall not be paid later than the day of the exhibition. It is

acceptable for the sponsor to pay the lead technician at the display site, after the exhibition.

4. **Inclement Weather:** If the delivery and/or exhibition of the fireworks is postponed by reason of inclement weather, same shall rescheduled to the Inclement Weather date set forth below, in which event a rescheduling charge in the amount equal to **15%** of the contract price shall be added to the balance due to cover additional expenses incurred by Falcon Fireworks. Any request made by the sponsor for rescheduling shall be received by Falcon Fireworks not later than **9:00AM** on the fireworks delivery date. Inclement Weather Date N/A .
5. **Sponsor's Agent:** Shawn Gillen shall be designated as sponsor's agent,. Sponsor's agent shall relay all questions and inquires. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.
6. **Materials and Delivery:** Falcon Fireworks shall deliver all fireworks materials purchased by sponsor to the display site only.
7. **Security:** Sponsor shall provide and maintain before, during, and after the exhibition, until the pyrotechnician in charge declares the area clear, security lines, police protection, snow fencing, rope barricades and lines as deemed necessary by the local government or as deemed necessary by Falcon Fireworks. Sponsor shall also provide an area clear of any buildings, cars, and spectators with a minimum radius of 450 feet (as specified by NFPA code 1123) as a Fire Safety Zone (FSZ) during the entire period commencing from the time the fireworks are delivered to the site until after the exhibition. Falcon Fireworks shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the failure of the sponsor to maintain the afore mentioned FSZ. Sponsor acknowledges and agrees that Falcon Fireworks responsibilities are limited to the sale and exhibition of the fireworks and that Falcon Fireworks is relying on the sponsor to maintain the afore mentioned FSZ and to comply with all Federal, State, Municipal and local laws, orders, regulations and ordinances pertaining to the implementation of security measures at the site of the exhibition of fireworks.
8. **Credits:** As a material inducement to Falcon Fireworks agreeing to enter in to this agreement, sponsor shall give Falcon Fireworks program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise.
9. **Inability to Deliver or Conduct Exhibition:** If Falcon Fireworks shall be unable to deliver all or any part of the fireworks contracted here

under at the time specified in or shall be unable to conduct the exhibition of the fireworks (if applicable) due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God (weather or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in the locality of such exhibition) or for any other reason beyond Falcon Fireworks' control, Falcon Fireworks shall be entitled to the full contract price (100%).

10. **Temporary Discontinuance During Exhibition:** Any temporary discontinuance during the discharge of fireworks shall not constitute a breach by Falcon Fireworks of the terms of this contract.
11. **Contract Subject to Government Regulation:** This contract and Falcon Fireworks obligation her under are subject to all governing Federal, State, Municipal, and local laws, rules, ordinances, codes, and regulations, now or hereinafter in effect, and to the conditions and limitations contained in the permits required to be obtained by sponsor prior to the delivery and exhibition of the fireworks. In the event any Federal, State, Municipal, and local laws, rules, regulation or ordinance shall be enacted which in any way prohibits, limits, or restricts the sale, performance or operation of the exhibition of the fireworks described herein or in the event sponsor's permit in any way limits or restricts the sale, performance, or operation of said exhibition, Falcon Fireworks shall limit or restrict its performance or exhibition of the fireworks and or substitute such equivalent fireworks so as to comply with such law, rule, regulation or ordinance of sponsor's permit. Sponsor acknowledges any such limit or restriction placed on the performance or operation of the fireworks exhibition, or any substitution of different fireworks by Falcon Fireworks shall in no way result in or entitle sponsor to a reduction or an abatement in the full contract price.
12. **General Provisions:** Falcon Fireworks shall not be liable for weather or atmospheric conditions in which interfere with or delay the performance or aesthetic quality of the fireworks. This agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and may not be changed, modified, renewed, or extended except by a written agreement signed by both parties, sponsor acknowledges and agrees that Falcon Fireworks has not made any representations or warranties except other than those set forth specifically in this contract. Sponsor will be responsible for the payment of all governmental fees and taxes, including but not limited to sales, use, excise, license, permit, entertainment. And other fees, taxes or surcharges

imposed or otherwise applied to this exhibition. Should any clause, section, or part of this agreement be held or declared to be void or illegal for any reason, all other clauses, sections, or parts of this agreement which can be effected without such illegal clause, section or part shall nevertheless continue in full force. Sponsor is responsible for removal of all debris associated with the fireworks. Once the contract is signed and the program is then cancelled by the sponsor for any reason other than inclement weather, the full contract price of the program (100%) shall be due and payable immediately, however, a credit allowance will be made for up to one year to allow rescheduling of event by sponsor. Falcon Fireworks agrees to procure liability insurance and to indemnify sponsor, to the extent thereof, for all claims arising out of Falcon Fireworks negligence.

13. **Sponsor's Default:** In the event sponsor shall fail to pay any sum when due under the terms of this contract, sponsor shall pay in addition to such amount, interest at a rate of 1.5% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Falcon Fireworks' reasonable attorney fees and court costs in the event Falcon Fireworks shall commence suit or incur fees to compel sponsor to pay any sums due her under or otherwise as a result of sponsor's default of any of the terms and provisions herein contained.
14. **Liquidated Damages:** It is agreed by and between the parties hereto that in the event of the sponsor's default hereunder, Falcon Fireworks' damages shall be impossible to fix. Accordingly as a material inducement to Falcon Fireworks in agreeing to enter into this agreement, Sponsor agrees in the event of its default at the option of Falcon Fireworks the entire purchase price shall be and become immediately due and payable.
15. **Substitutions:** Falcon Fireworks shall have the right at its discretion to substitute any fireworks it deems necessary. Any substitutions shall in no way result or entitle sponsor to a reduction or in abatement in the full contract price.
16. **Disputes:** This agreement shall be interpreted in accordance with and of the rights of the parties here to shall be determined by the laws of the state of Georgia. Any and all disputes, controversies, actions, claims, or proceedings arising under, out of, or in connection with or relating to the terms of this contract shall be commenced and maintained solely in the state of Georgia, and by signing of this contract all parties submit to the jurisdiction of the courts of the state of Georgia.

17. **Binding Effect:** This contract shall not be binding on Falcon Fireworks until executed by sponsor and Falcon Fireworks and Falcon Fireworks is in receipt of the deposit required hereunder.

18. **Contract Length:** This contract is 5 pages long and sponsor's agent shall be aware of such.

Sponsor's Authorized Agent

Print Name

Title

Falcon Fireworks Representative

Item Attachment Documents:

4. Contract, Penn Credit Corporation, Court Collections

CONTRACT

This **CONTRACT** is being entered into as of _____, 2019 between **Penn Credit Corporation**, (hereinafter referred to as **PCC**), and the **City of Tybee Island, GA Municipal Court** (hereinafter referred to as **CLIENT**).

PCC and **CLIENT** therefore agree that the following shall constitute the service conditions between **PCC** and **CLIENT** applicable to this engagement:

- 1. Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an employee, partner, joint venture, or associate of the other party. An employee of one party shall not be an employee or agency of the other party for any reason whatsoever.
- 2. Agent Relations:** The **CLIENT** agrees to employ **PCC** to investigate, communicate, and to take any and all reasonable and legal collection steps. All collection steps taken by **PCC** in the collection of assigned accounts will be in accordance with applicable federal, state and local laws, including Georgia statute § 15-21-12 and the procedures of ACA International, of which **PCC** shall remain a member in good standing.
- 3. Right of Endorsement:** The **CLIENT** grants and conveys to **PCC** the right of endorsement in clearing drafts, checks and notes for collection applicable to this Contract.
- 4. Releases and Return of Accounts:** **PCC** agrees to release and return specified accounts assigned and in process of collection within thirty (30) days of the receipt of a written request from the **CLIENT** or by any other date specified herein. Those accounts on which payment has been made within ninety (90) days prior to the written notice or is anticipated to have additional payments within one hundred eighty (180) days will remain with **PCC** for collection. All accounts returned will be listed in alphabetical order along with the current balance of each account.
- 5. Payment to Client (Member Payments):** The **CLIENT** agrees to promptly report all payments, bankruptcy notices, and any and all communications from the debtor and/or third party corresponding to all accounts placed.
- 6. Accountings:** **PCC** agrees to report and pay to the **CLIENT**, net proceeds of all collections after the commission fee has been subtracted on a **weekly** basis; and the **CLIENT** will remit to **PCC** any proceeds due based on its collection efforts within thirty (30) days of billing. The **CLIENT** will be charged full commissions on any payments received by either **PCC** or **CLIENT** on/after the date accounts are placed with **PCC**. Said payment and reports will be submitted by **PCC** to **CLIENT** no later than the 20th day following the end of the calendar month.
- 7. Confidential Information:** Both Parties ("**Discloser**") will be supplying to the other (the "**Recipient**"), directly and/or indirectly, confidential information as relates to the method of its operations, which is proprietary to and solely owned by the respective party. Both parties agree during the term of the Contract and thereafter for the indefinite future, that the Recipient will not, without the express written consent of discloser, utilize or disclose any such information to any third party, except as necessary to fulfill the terms of this Contract.
- 8. FTC Red Flag Rules:** **PCC** shall maintain an Identity Theft Prevention Program in accordance with 16 C.F.R. Part 681 FTC Red Flag Rules throughout the life of the contract.

- 9. Term of Contract:** This Contract is continuing and will remain in effect until terminated by either party. Under such circumstances, the terminating party shall provide the other party sixty (60) days written notice, unless the parties shall mutually agree to terminate the Contract, at which time the Contract may be terminated immediately. **PCC** will be entitled to compensation on collections which occur for up to sixty (60) days after the termination date.
- 10. Contingency Commission Fee:** **PCC** shall be entitled to a **forty percent (40%)** collection fee which will be added to the balance due the **CLIENT**.
- 11. Assignment and Subleasing:** **PCC** shall not have the right to assign this Contract or sell, transfer or sublet any portion thereof without the express written consent of **CLIENT**; said consent of the **CLIENT** however shall not release or discharge **PCC** from any obligations hereunder.
- 12. Effect of Partial Invalidity:** The invalidity of any part of this Contract will not and shall not be deemed to affect the validity of any other part. In the event that any provision of this is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 13. Waiver:** Waiver by **CLIENT** of any breach of any covenant or duty of **PCC** under this Contract is not a waiver of a breach of any other covenant or duty of **PCC**, or of any subsequent breach of the same covenant or duty. Any waiver by **CLIENT** must be in writing to constitute a waiver.
- 14. Jurisdiction:** This Contract shall be governed by the laws of the State of Georgia, and the sole and exclusive venue for any disputes arising out of this Contract shall be the municipal court located within the City of Tybee Island, Georgia.
- 15. Miscellaneous:**
- a. This Contract and each and every one of the terms and provisions thereof shall be for the benefit of and be binding upon the parties hereto and each of them and their respective heirs, executors, administrators, grantees, successors and assigns.
 - b. This Contract contains the entire understanding between the parties hereto and supersedes any and all prior contracts, undertakings and arrangements between the parties relating to the subject matter hereof. All amendments, changes, modifications or alterations of the terms and conditions hereof shall be in writing and signed by all parties hereto.
 - c. The captions of the Contract are used for convenience of reference only and shall have no significance in construing the text of the Contract.

16. Notices: All notices provided for in this Contract shall be made in writing and shall be transmitted to the proper Authorized Representative and address shown below, unless advance written notice is provided to the other party notifying them that either the name of their designated Authorized Representative and/or his/her address has been changed. Proper notice shall be deemed given when it is either:

- a. Hand delivered to the Authorized Representative to whom the notice is addressed and a signed receipt is given, or
- b. Mailed by United States Post Office Registered Mail, Return Receipt Requested, with postage prepaid to the Authorized Representative at the address shown below:

PCC:

Thomas F. Foley, Jr. COO
Penn Credit Corporation
2800 Commerce Drive
Harrisburg, PA 17110

Client:

Kim Hallstein, Court Director
City of Tybee Island, GA Police
Department/Municipal Court
78 Van Horn Avenue
Tybee Island, GA 31328

17. Mutual Agreement: In witness whereof, the respective parties hereto and their Authorized Representatives have mutually agreed to the provisions of this Contract as indicated below:

For: Penn Credit Corporation

Authorized Representative, Title: Thomas F. Foley , Jr., COO

Signature **Date**

For: City of Tybee Island, GA

Jason Buelterman, Mayor

Signature **Date**

Item Attachment Documents:

5. To request the City Council approve a change order to the contract with Metalcraft for \$3,840 to remove and dispose of the existing gutter and downspouts on the gymnasium roof.

MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown Mayor Pro Tem
Wanda Doyle
Julie Livingston
Jackson Butler
Monty Parks
John Branigin



CITY OF TYBEE ISLAND

CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

City Council Agenda Item Request

Council Meeting Date for Request: March 14, 2019

Item: To request that the City Council approve a change order to the contract with Metalcraft for \$3,840 to remove and dispose of the existing gutter and downspouts on the gymnasium roof.

Explanation: The purpose of this agenda items it to obtain the City Council's approval for a change order of \$3,840 with Metalcrafts Company. Metalcraft Company has the contract to repair the gymnasium roof. The current contract does not include the cost to remove and dispose of the existing gutter and downspouts. The company has submitted a change order for \$3,840 to perform that work.

Budget: The cost of the change order contract will be charged to Building Maintenance Division's, line item 100.1565.54.1315, Building Improvement.

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

Submitted by: Angela Hudson, Finance Director for Danny Carpenter, Public Works Manager

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

Comments: _____

March 12, 2019

Date given to Clerk of Council

PROPOSAL

PHONE 912-236-0615

FAX 912-233-3284

METALCRAFTS

A  **TECTA AMERICA COMPANY**

Page No. 1
of 1 Pages

PHYSICAL ADDRESS:

4522 OGEECHEE ROAD
SAVANNAH, GA 31402

BILLING ADDRESS:

7340 MONTEVIDEO DR.
JESSUP, MD 20794

PROPOSAL SUBMITTED TO:		DATE: March 12, 2019
NAME: City of Tybee Island		RE: Request C.O., #1:
ADDRESS: 403 Butler Ave.		Replace Gutter and Downspouts
	Tybee Island, GA 31328	
ATTN: Mr. Daniel Carpenter		

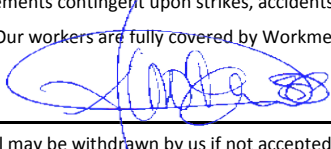
We hereby propose to perform the following:

1. Provide all labor, materials, equipment, and hoisting necessary to complete this scope of work.
2. Remove and dispose of existing gutter and downspouts, at the roof area being recovered.
3. Fabricate and install, from 24 gauge Bone White in color, new sheet metal gutter and downspout assemblies.

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

Three Thousand, Eight Hundred, and Forty Dollars (\$3,840.00)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature 

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: Signature _____

Date _____ Signature _____

Item Attachment Documents:

6. Second Reading, 2019-05, Sec 22-110 and 22-112, Noise

ORDINANCE NO. 2019-05

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
TO AMEND THE PROVISIONS OF CHAPTER 22, ARTICLE IV,
NOISE, SO AS TO REPEAL THE EXISTING ORDINANCE
AND TO ADOPT A NEW ORDINANCE FOLLOWING
THE PUBLICATION OF NOTICE AS REQUIRED BY
STATE LAW AND TO ESTABLISH AN EFFECTIVE DATE AND
TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES

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

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

WHEREAS, the City of Tybee Island has in place a noise ordinance designated as Section 22-110; and

WHEREAS, such noise ordinance is a general noise ordinance addressing various kinds of sources of noise and noises in general including all manner of sounds or noises; and

WHEREAS, the City also has an ordinance designated as 46-66, et seq. and which addresses the use and sale of consumer fireworks; and

WHEREAS, due to changes in state law applicable to fireworks and noise ordinances, it is appropriate and necessary for the City to adopt a new noise ordinance which shall generally apply to all sounds and noises within the City.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, SHALL BE AMENDED AS FOLLOWS:

SECTION 1

Present Article IV, Chapter 22, Noise, Sections 22-110 and 22-112 are to be repealed and replaced with identical Sections 22-110 and 22-112, including all subsections of each section thereof. Therefore, the ordinance and Article are readopted and are to be in full force and effect upon the effective date hereof.

SECTION 2

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 3

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

SECTION 4

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

SECTION 5

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

ADOPTED THIS __ DAY OF _____, 2018.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572.001.Ordin 2018//16-2018 noise 07.02.18

Item Attachment Documents:

7. Second Reading, 2019-02, Sec 42-66, Fireworks

ORDINANCE NO. 02-2019

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
SO AS TO CREATE A NEW SECTION RELATING TO
CONSUMER FIREWORKS AND FIREWORKS AND
TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES

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

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

WHEREAS, the governing authority desires add to Article III, Section 42-66 as to consumer fireworks and fireworks, to repeal conflicting ordinances and for other purposes.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of the City of Tybee Island, Georgia, Article V, Section 42-66, Fireworks, is hereby added and the Code is amended so that hereafter the section and Code shall read as hereinafter provided.

SECTION 1

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Article III, Chapter 42, to be amended so as to add sections relating to consumer fireworks and fireworks, and the Code is hereby amended to add Section 42-66 to hereafter read as shown below.

SECTION 2

Sec. 42-66.

Except as expressly permitted by state law or as otherwise provided herein, the discharge of consumer fireworks within the city at other than permitted events shall be unlawful.

(a) All words or phrases specifically defined in O.C.G.A. § 25-10-1 and used herein shall have the definition attributed to such word or phrase as provided in O.C.G.A. § 25-10-1, *et*

seq. Consumer fireworks may only be used and sold as provided in the provisions of O.C.G.A. § 25-10-1 and except as otherwise provided herein.

(b) Any producer of an event desiring to conduct a public display of fireworks shall first obtain a permit from the Judge of the Probate Court of Chatham County in accordance with the provisions set forth under state law. A special use permit shall be required for anyone seeking to ignite or cause to be ignited consumer fireworks beyond the time within which fireworks may be used under state law or outside of the time limits established under state law. Fireworks may not be used when pursuant to O.C.G.A. § 25-10-2(b)(3)(E) the governor has declared a prohibition on use due to draught conditions. Further, fireworks may be lawfully used from 10:00 a.m. up to and including 11:59 p.m. on any day unless during such times the noise from such use or ignition is not in compliance with the City Noise Ordinance. Additionally, state law permits the use of fireworks on January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September, and December 31 of each year after the time of 10:00 a.m. and up to and including the time of 11:59 p.m. and on January 1 of each year beginning at the time of 12:00 Midnight and up to and including the ending time of 1:00 a.m.

(c) Consumer fireworks may not be used indoors or within the right of way of any public road, street, or highway, or in any other location specifically prohibited by state law and, further, may not be used, ignited, or caused to be ignited on any property wherein its use has not been authorized by the property owner or individual or entity in control thereof, including the property of the city of Tybee Island.

(d) Consumer fireworks may not be used within 100 yards of a facility engaged in retail gasoline sales or storage or any facility engaged in producing, refining, processing or blending any flammable liquid or gas(es) for sale or within 100 yards of any electric substation.

(e) Consumer fireworks may not be used, ignited, or caused to be ignited in Jaycee Park, Memorial Park, the beach of the city, or any other property, including but not limited to any park, historic site, recreational area or other property owned, operated by, and/or under the control of the city unless a special use permit therefor has been granted. Special use permits shall require a fee of \$100.00.

(f) Consumer fireworks may not be used, ignited, or caused to be ignited by any person under the influence of alcohol or any drug or any combination thereof to the extent that it is less safe or unlawful for such person to ignite consumer fireworks or as provided in O.C.G.A. § 25-10-2.1.

(g) It shall be unlawful to use, ignite, or cause to be ignited any consumer fireworks within one hundred (100) yards of a nursing home. This prohibition shall not apply to the owner or operator of a nursing home facility.

(h) It shall be unlawful to use, ignite, or cause to be ignited any consumer fireworks in such a manner as to endanger the safety of life, limb, health or property of any person.

(i) Every licensed distributor selling consumer fireworks pursuant to this Code section shall have within the retail display area all signs and information required under state law as now exists or as hereinafter amended. Such signs shall include the permissible days and times for the use or ignition of consumer fireworks as provided herein and as provided by state law.

SECTION 3

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such

illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4

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

SECTION 5

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

SECTION 6

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

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

