

MAYOR
Brian West

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



INTERIM CITY MANAGER
Michelle Owens

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

AGENDA **REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL** **May 23, 2024 at 6:30 PM**

Please silence all cell phones during Council Meetings

Opening Ceremonies

Call to Order
Invocation: FR Brett Brannen, St Michael's Catholic Church
Pledge of Allegiance

Announcements

Recognitions and Proclamations

1. Proclamation: National Poppy Day
2. State Municipal Court Clerks Week, June 10-14, 2024

Consideration of Items for Consent Agenda

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

3. Minutes: April 25, 2024 City Council Meeting with attachment
4. Minutes: May 15, 2024, Special City Council Meeting

City Manager Discussion and Action Items

Citizens to be Heard: Please limit comments to 4 minutes.

5. Britt Bacon: Tybee Arts Association Update

If there is anyone wishing to speak to anything on the agenda please come to the podium
Please limit your comments to 4 minutes.

Consideration of Approval of Consent Agenda

Consideration of Local Requests & Applications – Funding, Special Events, Alcohol License

6. River's End Campground Entertainment License Request Entertainment is located in center of campground, away from neighbors: Quiet hours begin at 10:00pm

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



Consideration of Bids, Contracts, Agreements and Expenditures

7. Status of Kiosk Parking Equipment and Shipping/customs Documents

Council, Officials and City Attorney Considerations and Comments

8. Bubba Hughes: Ante Litem Demand from Speros

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."

File Attachments for Item:

1. Proclamation: National Poppy Day



THE AMERICAN LEGION FAMILY
NATIONAL POPPY DAY®

PROCLAMATION

Expressing support for the designation of May 24, 2024, as National Poppy Day in Tybee Island and recognizing the importance of honoring those who have worn our nation's uniform; and

WHEREAS, poppies are worn and displayed as a symbolic tribute to our fallen and the future of living veterans and service members; and

WHEREAS, at the end of World War I, The American Legion adopted the poppy as a symbol of freedom and the blood sacrificed by troops in wartimes. The symbolic use of the poppy comes from the poem "In Flanders Fields," which movingly begins, "In Flanders Fields the poppies blow, between the crosses, row on row," referring to the poppies that sprang up in the churned-up earth of newly dug soldiers' graves over parts of Belgium and France; and

WHEREAS, The American Legion family has long utilized the red poppy as its official flower, symbolizing the blood shed by those who have served in our U.S. military, and

WHEREAS, wearing a poppy will unite citizens from across the country who decide to show their patriotism; and

WHEREAS, May 24, 2024, would be an appropriate date to designate as National Poppy Day.

Now, therefore, be it *Resolved*, that THE MAYOR and CITY COUNCIL OF TYBEE ISLAND, GA:

(1) supports the designation of May 24, 2024 as National Poppy Day; and

(2) encourages all citizens, residents and visitors in Tybee Island to join in observing this day to honor every service member who has died in the name of liberty, freedom and democracy while also showing their support for living veterans, service members and their families.

File Attachments for Item:

2. National Municipal Court Clerks Week, June 10-14, 2024

MAYOR
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Monty Parks Mayor pro tem
Bill Garbett
Michael "Spec" Hosti
Tony Ploughe
Nick Sears
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CITY OF TYBEE ISLAND

CITY PROCLAMATION/RESOLUTION IN RECOGNITION OF MUNICIPAL COURT CLERKS WEEK June 10-14, 2024

WHEREAS, Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Tybee Island and local municipalities across the state;

WHEREAS, the procedures for the City of Tybee Island Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia;

WHEREAS, more people come in contact with Municipal Court Clerks than all other city services combined and public impression of the City of Tybee Island judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all;

WHEREAS, the City of Tybee Island Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

Now, therefore, I, Brian West, Mayor of the City of Tybee Island, do recognize the week of June 10-14, 2024, as Municipal Court Clerks Week and further extend appreciation to our Municipal Court Clerks for the vital services they perform and their exemplary dedication to the communities they represent and serve.

SO PROCLAMIED this _____ day of _____ 2024.

Mayor

City Clerk

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

File Attachments for Item:

3. Minutes: April 25, 2024 with attachments

Mayor West called the meeting to order at 6:30PM, April 25, 2024. Those in attendance were, Nick Sears, Monty Parks, Kathryn Williams, Tony Ploughe, Spec Hosti, and Bill Garbett. Also attending were Michelle Owens, Interim City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; and Jan LeViner, Clerk of Council.

Opening Ceremonies

Call to Order

Invocation: Rev. Sue Jackson, Trinity Methodist Church

Pledge of Allegiance

Mayor West thanked everyone that contributed to a successful weekend to include the City's leadership for putting together a collaborated public safety and successful implementation plan. He also thanked those who cleaned the beaches Saturday, Sunday, and Monday; local businesses; local churches; STR rental companies; and Staff and individuals who came to help serve food and clean. Mayor West continued to thank those who contributed to include CEMA who contacted GaDOT to turn all the lights green to clear traffic. The City is aware of an impending event, Peach Fest, another unpermitted event, anticipated for Saturday, April 27, 2024 and the City is monitoring the situation and will be prepared to handle if the event occurs.

Chief Hayes approached Mayor and Council to give an update on the weekend. Chief Hayes stated, "How do you measure success for something like this?" Everyone arrived safely and everyone went home safely. There were 54 arrests, which included 17 DUI's, 18 felony arrests, and nine (9) firearms taken. There were no shots fired and no shootings, which in years past the City has had both. She thanked everyone, especially those who maned the barricades which kept traffic out of the neighborhoods.

Mayor West asked Julia Pearce to come forward to introduce the delegation from Cape Coast, Ghana. Ms. Pearce thanked the community for supporting their visit. She then introduced the Honorable Mayor Ernest Arthur, Cape Coast, Ghana. There was an exchange in gifts and Mayor West thanked the delegation for visiting Tybee. He also said that he looked forward to a visit to Cape Coast, Ghana.

Consideration of Items for Consent Agenda

- Minutes: City Council Meeting, April 11, 2024, as amended
- Budget Amendments
 - Amendment #1: To use unassigned fund balance to cover the unexpected and/or additional costs related to information technology and legal.
 - Amendment #2: To use unassigned fund balance to cover three quarters of costs related to the City's dune monitoring project with Skid-away Institute
 - Amendment #3: To use fund balance reserved for beach related projects to fund the City's planning work for the beach nourishment project with US Corps of Engineers.
- Second Reading, 2024-02, GMEBS-R, City of Tybee Island Defined Benefit Retirement Plan

- Resolution: Tybee Island Resilience Resolution. **Discussion: Mayor West** stated Chatham County has requested all municipalities in Chatham County to sign and adopt.

City Manager Discussion and Action Items

Ms. Owens stated the City hosted the DNR Commissioner and two deputies for a tour of the beach.

James Bennett approached Mayor and Council. Mr. Bennett welcomed the delegation from Cape Coast, Ghana and thanked Mayor and Council for the “open arms” extended to the delegation. He also commended Mayor and Council for a successful weekend. Mayor West thanked Mr. Bennett for his comments.

Dawn Shay approached Mayor and Council. Ms. Shay read from a prepared statement (attached) regarding Item #5 on the agenda, Budget Amendments. Mayor West thanked Ms. Shay.

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

Council, Officials and City Attorney Considerations and Comments

Tracy O'Connell introduced 2024-07: **Potential Amendment of Ordinance on the Temporary Use of Recreational Vehicles**. Ms. O'Connell stated this is dealing with two issues: (1) tighten up the definition of dwelling purposes to help Code Enforcement and (2) to assist residents who are participating in the Hazard Mitigation Grant Program so they have a place to live during the lifting process. She continued, as this is contained within the LDC, it would have to go to Planning Commission if Mayor and Council decide to take action. Ms. Williams stated she understands this is written specifically to deal with the FEMA mitigation issue but if another event hits the Island and other residents will need to lift and put an RV on their property while their house is being fixed, would we have to come back with a new ordinance. Ms. O'Connell confirmed and if it is the desire to make more board or more restrictive, they could do so. Mr. Hughes stated once there is an Emergency Declaration in place, zoning is more or less suspended and directed by the Resolution. Mr. Ploughe asked how many times this has happened in past years. Ms. O'Connell stated there was an incident in 2020 that was handled under an Emergency Resolution and has come up in the last couple of months as there are a couple of homeowners trying to figure how they can do the Grant and still financially do it instead of having two grants or two more payments. Mayor West asked if Mayor and Council need to provide direction. Ms. O'Connell made reference to Sec 3-110(c) as it allows for recreational vehicles only if they have a permit up to seven days and allowed to do it three times per year. The proposed ordinance is to address that situation and allow an exception for those inside the Grant to be able to get around that if they need to stay for six or seven months while they are building their new home. **Spec Hosti** made a motion to send to the Planning Commission for their review and comments. **Monty Parks** seconded. Vote was unanimous, 6-0.

Spec Hosti asked Mayor and Council if they would like to move forward with gathering information on **Workforce Housing**. **Mayor West** stated the City has an opportunity to obtain grant money for the specific purpose of creating workforce housing. This money could be used to purchase property as well. Mr. Parks stated this is a very loosely defined

new program and there are not a lot of guidelines or rules and questions as to who can live there and who cannot. Mr. Host would like to invite someone from the program to come and speak to them. Mayor and Council could then set the guidelines. Mr. Sears confirmed with Mr. Hosti that he would like to gather additional information prior to moving forward. Mr. Hosti stated he would move forward.

Tony Ploughe would like to move forward with funding and financial assistance options for the Savannah River side of North Beach erosion that is documented in part due to ship traffic. **Mayor West** stated this was discussed at a recent workshop and it was determined the City needed someone with expertise to speak to Mayor and Council. Alan Robertson approached Mayor and Council. Mr. Robertson gave a brief update on future re-nourishments due to dune erosion. He stated at a recent workshop, representatives from GHD, Coastal Engineers, gave an update on the assessment Mayor and Council asked them to do. It was determined it would cost approximately \$30,000 to complete the assessment. Mr. Robertson stated the permit is still in place and would provide the City the opportunity, with a simple letter of permit, a staff administrative process, to let the City do the same thing again, 20,000 cubic yards of sand, to rebuild the dune as it was in 2017. He stated the long-term solution seems to be the repair of the south jetty in the Savannah Channel that is under review by the COE and GPA as part of their new Savannah Channel expansion. He recommended to proceed with the DNR, if the permit is still in place and he believes it is, and estimated the cost at \$1M. The project has been done before and can be done again but it is a little more complicated than the south-end dune but the same size project. Mayor West thanked Mr. Robertson. Mr. Ploughe stated financing is an issue and we need to move forward with the project. Mr. Robertson reminded Mayor and Council with turtle season, the project would be delayed until the season is over in the fall. Mr. Ploughe stated he has a resolution drafted to hire GHD for \$30,000, which will help the City with solutions for the dune. Mr. Robertson responded he would reach out to GHD to see if they can assist in the stabilization of the dune. He is moving forward with DNR with a letter of permit for stabilization. Mr. Parks thanked Mr. Ploughe for pursuing this issue. Ms. Williams asked Ms. Owens how would like factor into the FY25 budget. Ms. Owens stated they have not accounted for it and they would have to revisit.

Kathryn Williams would like to have an explanation of the **IT Department and budget** at the May 9, 2024 meeting. Ms. Williams would like to know what safeguards have been put in place to preclude this happening again.

Monty Parks made a motion to adjourn. **Spec Hosti** seconded. Vote was 6-0 to adjourn.

Meeting adjourned at 8:00PM.

Jan LeViner, MMC

Clerk

City Council 4/25 Meeting

Dawn Shay
4 Billfish Ln
Tybee Island

Agenda Item #5 – Budget Amendments

Good evening, Mayor, and Council. I would like to speak to item #5 – Budget Amendments and specifically to amendment #1 for IT & Legal. The total ask is for nearly a half-million dollars (\$445K). That is a lot to underestimate or over-spend. It is split between Legal (\$150K), IT (\$275K), and Clerk (\$20K).

I attended the workshop yesterday and there was some discussion on these budget amendments. **My over-arching concern is the lack of transparency to the citizens as to the root causes of these overruns.** Had monthly financial reports been made public, then maybe we would have seen this problem building. Much of this may have happened during the tenure of the prior City Manager – but regardless – the public should know what is happening and how it is going to be fixed. And we also need to know that once fixed, controls are being put in place so it never happens again and we can see that the controls are being monitored and are effective.

In the case of Legal, I was very surprised to hear that many staff members have been calling up legal “on a whim” which results in charges to the city. How did this happen? How did we lose control of this? It has obviously been going on for more than a month or two.

The largest portion of the overrun is in IT. We lost our entire IT department of two people almost overnight and brought in a 3rd party IT service but we never received a full accounting of what happened. Will you ever share what happened?

- Was this due to mismanagement or lack of oversight?
- It is normal practice in IT to have an inventory of all software and hardware and do an annual review of support contracts, etc. Was this being done annually? There are many reasons this is necessary, but one important one is for disaster planning as we could be hit by a hurricane and you don’t want to be figuring this out then.
- Has an IT Audit been done? If not, will an IT Audit be done? It is common practice to have an outside audit periodically of all of the controls and processes in IT. This lets you know if you need to put new controls in place or if any need to be strengthened. If controls are being side-stepped, then you can take action against those violating the controls. What controls are in place for IT?
- Now that we no longer have an IT department, who is making the IT decisions? Regardless of having an IT department or not, there are still decisions that need to be made on software, IT contracts, etc. that require IT expertise in order to make

good decisions for our city. Who has this IT knowledge and will be handling these impactful decisions?

I sure hope our Mayor and Council are asking these questions and getting answers.

Please do not push this under the rug or tell us you cannot provide an answer under the guise of “it’s a personnel issue so we can’t discuss it”. Please bring some sunshine into the root cause of these cost overruns and let your citizens know what happened and how you are going to be good stewards of our beloved island.

Thank You.

File Attachments for Item:

4. Minutes: May 15, 2024, Special City Council Meeting,

Special City Council Minutes, May 15, 2024

Mayor West called the special meeting to order at 4:30PM, May 15, 2024. Those in attendance were, Nick Sears, Monty Parks, Spec Hosti, Kathryn Williams, Tony Ploughe, and Bill Garbett. Also attending were Michelle Owens, Interim City Manager; Bubba Hughes, City Attorney; and Jan LeViner, Clerk of Council.

Call to Order

Tiffany Hayes, Chief, Tybee Island Police Department approached Mayor and Council. Chief Hayes stated the department is fully staffed as is the 911-call center. Also, in the FY25 budget there are two (2) additional officers which will be used for swing shifts for weekends and holidays. Mayor West thanked Chief Hayes.

Jim Klutz approached Mayor and Council. It is his recommendation that when Mayor and Council are discussing the FY25 Budget, they include a portion of the general fund for investments. Mayor West thanked Mr. Klutz.

Consideration of Bids, Contracts, Agreements, and Expenditures

Agreement: METRIC Group Limited and City of Tybee Island. Mr. Hughes recommended signing the Two Party Agreement that has been signed by Nicholas Heal, Metric Group. It is his recommendation the Mayor does not sign the General Agreement of Indemnity, as there are still issues that need to be addressed. **Monty Parks** made a motion to revisit the Metric Agreement at the May 23rd City Council Meeting. **Nick Sears** seconded. Vote was unanimous, 6-0 to approve.

Memorandum of Agreement: Visit Tybee and City of Tybee Island: Info Hut. **Monty Parks** made a motion to approve. **Nick Sears** seconded. Vote was unanimous to approve, 6-0.

Indigent Defense Services Agreement: Jennifer Ozer and City of Tybee Island. **Kathryn Williams** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

First Amendment to the Master Services and Purchasing Agreement: AXON. **Chief Hayes** approached Mayor and Council. Chief Hayes explained the contract for new cameras and body cams. She stated the contract is due to expire and the vendor will no longer service the cameras and body cams due to their age. This is a bundle contract and she recommends approval. **Tony Ploughe** made a motion to approve. **Kathryn Williams** seconded. Vote was unanimous to approve, 6-0.

Bubba Hughes gave a brief update on the **TMSC Solar Panels**. Mr. Hughes stated there is a possible exception relating to a performance contract for energy savings program that has been proposed and the installation of the solar panels will enhance the building. With the City insuring and if this is an energy savings performance contract, it would be doable without having to comply with the Public Works Construction Law.

Monty Parks made a motion to adjourn to executive session to discuss Real Estate, Litigation, and Personnel. **Nick Sears** seconded. Vote was unanimous to approve, 6-0.

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

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

Meeting adjourned at 6:00PM.

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

6. River's End Campground Entertainment License Request

Entertainment is located in center of campground, away from neighbors: Quiet hours begin at 10:00pm

MAYOR
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CITY COUNCIL
Monty Parks, Mayor Pro Tem
Bill Garbett
Michael "Spec" Hosti
Tony Ploughe
Nick Sears
Kathryn Williams



**INTERIM CITY
MANAGER**
Michelle Owens

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: May 23, 2024

Item: Entertainment License Request: River's End Camp Ground

5 Fort Ave

Explanation: Entertainment is located in center of campground, away from neighbors:

Quiet hours begin at 10:00pm

Budget Line Item Number (if applicable): _____

Paper Work: X Attached*

Audio/Video Presentation**

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

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

Submitted by: Sharon S. Shaver

Phone / Email: 472-5072 / sshaver@cityoftybee.gov

Comments: _____

Date given to Clerk of Council May 13, 2024

**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 ENTERTAINMENT LICENSE APPLICATION

Fee \$50

A late penalty of 10% shall be assessed for a renewal payment made after March 31.

Business Name <u>RIVERS END CAMPGROUND</u>			
Business Location <u>5 FORT AVE</u>			
Mailing Address <u>PO BOX 988</u>			
Business Phone <u>912-786-5518</u>	Other Phone	Email <u>RIVERSEND@cityoftybee.org</u>	
Federal ID# <u>58-600661</u>	State Sales Tax ID# <u>302-526178</u>	NAICS Code	
Business Type (circle one): <u>Sole Proprietor</u> Partnership Corporation LLC Non-Profit Other: <u>Govt</u>			
Names and home addresses of Owners, Partners or Corporate Officers			
Name	Home Address	City, State, Zip	Title
<u>City of Tybee Island</u>			

The nature of any and all commercial activities conducted at the location:
Overnight accommodations, Pool, store, vending, fitness room, various events

Proposed hours of operation:
8am - 10pm

Describe any efforts to mitigate impacts on neighbors or occupants of nearby properties:
QUIET Hours Begin at 10pm, Entertainment is in center away from neighbors

Contact information for the designated manager or contact person available twenty-four hours a day for any operational issues. The license holder must notify the City of Tybee Island immediately of any change to this designated contact information.

Name <u>JAMEY RABUN</u>	Physical Address <u>1614 Marlborough Way Savannah, GA 31406</u>	Phone <u>706-676-1600</u>
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Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or **NO** (If YES, list details below)

Applicant Signature Jamey Rabun Date 5/9/24

Printed Name Jamey Rabun

Received by Sharon Johnson Date 5/9/2024

ROUTE	APPROVE or DENY	SIGNATURE	DATE	RECOMMENDED RESTRICTIONS/CONDITIONS
City Manager				
Planning & Zoning Mgr.				
Approved with restrictions or conditions:				
Reason for denial:			Date mailed to applicant:	

403 Butler Avenue, P.O. Box 2749, Tybee Island, Georgia 31328-2749
(912) 786-4573 FAX (912) 786-5832
www.cityoftybee.org

File Attachments for Item:

7. Status of Kiosk Parking Equipment and Shipping/customs Documents

GENERAL AGREEMENT OF INDEMNITY
(Commercial Surety Short Form)

This General Agreement of Indemnity (the "Agreement") is effective as of the _____ day of _____, _____ by the undersigned (individually, jointly, and severally, the "Indemnitor"), and the Indemnitor's present and future subsidiaries, affiliates, successors, executors, trustees, personal representatives and assigns, including any co-principals, partners or joint ventures of any Indemnitor, and by one or more of the bonding companies known as Endurance Assurance Corporation, Endurance American Insurance Company, Lexon Insurance Company, and Bond Safeguard Insurance Company (individually and collectively, the "Surety"), for the purposes set forth herein and for the continuing benefit of the Surety.

In consideration of the execution of any surety undertaking, guaranty or other contractual obligation undertaken or procured by the Surety and/or with any co-surety or additional surety on behalf of or at the request of any Indemnitor, either before or after the date of this Agreement, and any renewal, amendment, alteration, continuation, extension or substitution thereof ("Bond") for any Indemnitor, including any Bond on which any Indemnitor appears alone or with others, and as an inducement to the Surety to execute any Bond, and for other good and valuable consideration, each Indemnitor agrees individually, jointly, and severally as follows:

- 1. PREMIUM.** The Indemnitor shall pay all premiums and costs charged by the Surety for any Bond, including initial, renewal, continuation, and additional premiums thereon, computed according to current rate charges, until satisfactory proof is furnished to the Surety of the Surety's discharge or release from liability under such Bond. The Indemnitor acknowledges that the initial premium on every Bond is fully earned upon execution of the Bond and, if a premium is not paid when due, it shall bear interest at the rate of six percent per annum.
- 2. INDEMNIFICATION.** The Indemnitor shall, upon demand from the Surety, promptly indemnify, exonerate, reimburse and hold the Surety harmless from and against any and all liability, damage, cost and expense of whatsoever kind or nature (cumulatively, "Loss") and pay the Surety for any Loss sustained or incurred in connection with the execution of any Bond or the failure of the Indemnitor to perform or comply with the covenants and conditions of this Agreement. An itemized statement of Loss by the Surety, sworn to by an officer of the Surety, shall be prima facie evidence of the fact and amount of the liability of the Indemnitor to the Surety. The Surety shall be entitled to receive interest at the rate of six percent per annum from the date of its payment of each Loss.
- 3. DISCHARGE AND COLLATERAL.** The Indemnitor shall, upon request of the Surety, procure the discharge of the Surety from any Bond and all liability or potential liability by reason thereof. If such discharge does not occur within 30 days, the Indemnitor shall, upon demand by the Surety, either deposit collateral with the Surety in a form and type acceptable to the Surety and in an amount sufficient in the Surety's sole discretion to cover all exposure to loss under any such Bond, or make other provisions acceptable to Surety for the funding of the bonded obligations. The Indemnitor acknowledges that the failure to deposit the sums demanded as collateral security shall cause irreparable harm to the Surety for which the Surety has no adequate remedy at law, so that the Surety shall be entitled to injunctive relief for specific performance of this obligation of the Indemnitor.
- 4. DECLINE EXECUTION.** The Surety shall have the right at its option and at its sole discretion to issue, or cancel or decline the execution of, any Bond or change or renewal of any existing Bond without affecting the liability of the Indemnitor under this Agreement.

5. CLAIM SETTLEMENT. The Surety shall have the exclusive right for itself and any Indemnitor to determine whether a claim or liability involving any Bond shall be settled, compromised, paid, defended, prosecuted or appealed, and take any action it may deem necessary or expedient in handling any claim. The Surety's decisions shall be binding and conclusive upon the Indemnitor, irrespective of any offer from the Indemnitor to assume the defense of the Surety upon such Claim.

6. REMEDIES UPON DEFAULT. In the event of a default or breach with respect to any of the Indemnitor's obligations under any Bond, the Surety or a designated representative of the Surety shall have the right, at its option and in its sole discretion, with or without exercising any other right or option conferred upon it by law or the terms of this Agreement, and is hereby authorized by each Indemnitor: (1) to take possession of any part or all of the work, including equipment, materials and supplies, under any contract covered by a Bond and to complete or arrange for the completion of the same; (2) to take over the control of all funds, including accounts receivable, on any contract covered by a Bond; (3) to take possession of the office equipment, computer programs, disks, and books and records as are necessary or useful for the completion of any contract covered by a Bond; and (4) to take any other action that the Surety may deem appropriate to obtain a discharge of the Surety's obligations, all at the expense of the Indemnitor.

7. INVALIDITY AND WAIVERS. If any Indemnitor fails to execute this Agreement or if any Indemnitor's execution is invalid, such failure or invalidity shall not affect the validity of this Agreement or the liability hereunder of any other Indemnitor. Each Indemnitor waives and subordinates the rights of indemnity, subrogation, contribution or collection against any other Indemnitor or its property until the obligations of each Indemnitor to the Surety under this Agreement have been satisfied in full. Each Indemnitor waives notice of the execution of any Bond for any Indemnitor; the taking or failing to take or the release of any security, Collateral, or assignment of an Indemnitor; the settlement or partial settlement with any Indemnitor; or the addition of a new Indemnitor. The Surety is expressly authorized to settle with any one or more Indemnitor individually, without reference to the others, and such settlement shall not affect the liability of any of the others. The Surety's failure to act to enforce any of its rights under this Agreement shall not be construed as a waiver of any of its rights.

8. RIGHT TO INFORMATION. Until the Surety's exposure to liability under every Bond has terminated, the Surety shall have unrestricted access to any and all books, records, trust funds, accounts, documents, or other information pertaining to the financial affairs or operations of the Indemnitor, including the right to obtain credit or other investigative reports, and any bank depository, supplier, subcontractor, obligee, government entity, creditor, accountant or other person or entity is hereby authorized to furnish the Surety any information requested..

9. TERMINATION BY INDEMNITOR. This Agreement is a continuing obligation of each Indemnitor, but may be terminated prospectively upon thirty days' written notice sent to the Surety by certified mail to its office at 12890 Lebanon Road, Mount Juliet, TN 37122. Such notice of termination shall not operate to modify, bar or discharge the Indemnitor as to any obligation under any Bond that has been executed prior to the end of the thirty-day notice period. Such notice of termination by a particular Indemnitor shall not constitute notice by any other Indemnitor and shall in no way affect the continuing obligations of any other Indemnitor that has not given such notice.

10. APPLICATION OF LAW, JURISDICTION AND WAIVER OF JURY TRIAL. This Agreement is governed by the laws of the State of New York without regard to conflict of law rules. Each Indemnitor agrees to submit itself to personal jurisdiction and venue in County of New York and in the United States District Court for the Southern District of New York (if appropriate), and in whatever other jurisdiction in which the Surety sustains or pays any loss for which the Indemnitor is liable hereunder, and in whatever jurisdiction the Surety may be sued or required to arbitrate as a consequence of its having issued any Bond. Each Indemnitor waives any defense based upon alleged lack of personal jurisdiction, improper

venue or forum non conveniens.

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENDORSE OR DEFEND ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS AGAINST PERSONS OR ENTITIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

11. CUMULATIVE RIGHTS. The rights of the Surety under this Agreement are cumulative, and are in addition to and not in lieu of any other rights the Surety may have with respect to the Indemnitor under any prior agreement of indemnity, other agreement, or operation of law.

12. JOINT AND SEVERAL LIABILITY. The obligations of each Indemnitor under this Agreement are individual, joint and several. The Surety may bring separate suits against any or all of them as causes of action may accrue hereunder. The Surety need not proceed first against any one Indemnitor, or any third party, or exhaust or avail itself of any other legal remedy or of any collateral.

13. REPRESENTATIONS AND WARRANTIES. Each Indemnitor represents, warrants and agrees that they have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein, and that the execution, delivery, and performance of their duties and obligations pursuant to this Agreement have been duly authorized by all necessary corporate action.

14. AMENDMENTS. This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed by an officer of the Surety.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement. A duplicate or facsimile copy or electronic reproduction of the original document shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

[Signature Pages Follow]

If Indemnitor is a Corporation, Limited Liability Company or Partnership, sign below:

Instructions: If the entity is: 1) a corporation the secretary and an authorized officer should sign on behalf of the corporation, 2) a limited liability company the manager(s) or member(s) should sign on behalf of the LLC, or 3) a partnership the partner(s) should sign on behalf of the partnership. Two signatures are required for all entities and each indemnitors' signature must be notarized and dated. However, if the corporation or entity has only one officer, only that officer's signature is required and attestation to the officer's signature by a non-officer is acceptable. Please provide the entity's federal tax identification number on the line provided.

(ALL SIGNATURES MUST BE ACKNOWLEDGED AND NOTARIZED BELOW)

ATTEST:

INDEMNITOR: _____

By: _____
Name: _____
Title: _____

By: (Insert Name if Applicable) _____
Name: _____
Title: _____
Taxpayer ID #: _____
State of Incorporation: _____

Indemnitor Address: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____ in the year _____ before me personally appeared _____, known or proven to me to be the

of _____,
the entity executing the above General Agreement of Indemnity (Commercial Surety Short Form), who acknowledged to me that said instrument is the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and on oath that he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Seal)

Signature of Notary Public

Residing at

My Commission expires

(ALL SIGNATURES MUST BE ACKNOWLEDGED AND NOTARIZED BELOW)

ATTEST:

INDEMNITOR: _____

By: _____

Name: _____

Title: _____

By: (Insert Name if Applicable) _____

Name: _____

Title: _____

Taxpayer ID #: _____

State of Incorporation: _____

Indemnitor Address: _____

ACKNOWLEDGEMENT

STATE OF _____)

) SS:

COUNTY OF _____)

On this _____ day of _____ in the year _____ before me personally appeared _____, known or proven to me to be the

of _____,

the entity executing the above General Agreement of Indemnity (Commercial Surety Short Form), who acknowledged to me that said instrument is the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and on oath that he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Seal)

Signature of Notary Public

Residing at

My Commission expires

(ALL SIGNATURES MUST BE ACKNOWLEDGED AND NOTARIZED BELOW)

ATTEST:

INDEMNITOR: _____

By: _____
 Name: _____
 Title: _____

By: (Insert Name if Applicable) _____
 Name: _____
 Title: _____
 Taxpayer ID #: _____
 State of Incorporation: _____

Indemnitor Address: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On this _____ day of _____ in the year _____ before me personally appeared _____, known or proven to me to be the _____ of _____, the entity executing the above General Agreement of Indemnity (Commercial Surety Short Form), who acknowledged to me that said instrument is the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and on oath that he/she executed said instrument by authority of the Entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Seal)

 Signature of Notary Public

 Residing at

 My Commission expires

If Indemnitor is an Individual, sign below:

Instructions: Signatures of individual Indemnitors must be witnessed. Indemnitors must include their Social Security Number. The individual Indemnitors signature must be notarized and dated with names printed or typed on the line provided.

(ALL SIGNATURES MUST BE ACKNOWLEDGED AND NOTARIZED BELOW)

WITNESS:

INDIVIDUAL INDEMNITOR:

By: _____
Name: _____

By: (Insert Name if Applicable) _____
Name: _____
Social Security #: _____
Address: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, in the year _____, before me personally appeared _____, known or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above General Agreement of Indemnity (Commercial Surety Short Form) and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Seal)

Signature of Notary Public

Residing at

My Commission expires

(ALL SIGNATURES MUST BE ACKNOWLEDGED AND NOTARIZED BELOW)

WITNESS:

INDIVIDUAL INDEMNITOR:

By: _____
 Name: _____

By: (Insert Name if Applicable) _____
 Name: _____
 Social Security #: _____
 Address: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On this _____ day of _____, in the year _____, before me personally appeared _____, known or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above General Agreement of Indemnity (Commercial Surety Short Form) and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Seal)

 Signature of Notary Public

 Residing at

 My Commission expires

(ALL SIGNATURES MUST BE ACKNOWLEDGED AND NOTARIZED BELOW)

WITNESS:

INDIVIDUAL INDEMNITOR:

By: _____
Name: _____

By: (Insert Name if Applicable) _____
Name: _____
Social Security #: _____
Address: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

)
) SS:
)

COUNTY OF _____

On this _____ day of _____, in the year _____, before me personally appeared _____, known or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above General Agreement of Indemnity (Commercial Surety Short Form) and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Seal)

Signature of Notary Public

Residing at

My Commission expires

(ALL SIGNATURES MUST BE ACKNOWLEDGED AND NOTARIZED BELOW)

WITNESS:

INDIVIDUAL INDEMNITOR:

By: _____
 Name: _____

By: (Insert Name if Applicable) _____
 Name: _____
 Social Security #: _____
 Address: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

On this _____ day of _____, in the year _____, before me personally appeared _____, known or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above General Agreement of Indemnity (Commercial Surety Short Form) and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

(Notary Seal)

 Signature of Notary Public

 Residing at

 My Commission expires

File Attachments for Item:

8. Bubba Hughes: Ante Litem demand from Speros



**S AV A G E
T U R N E R
P I N C K N E Y
S AV A G E
AND
S P R O U S E**
TRIAL ATTORNEYS

BRENT J. SAVAGE
ROBERT BARTLEY TURNER
KATHRYN HUGHES PINCKNEY
BRENT J. SAVAGE, JR.
ZACHARY R. SPROUSE
JAMES H. WILSON III
CAROLYN ADAMS SPELLMAN
ELIZABETH D. MCKEE
MATTHEW R. BRADLEY

April 26, 2024

VIA CERTIFIED MAIL

RETURN RECEIPT NO. 9589 0710 5270 0632 4455 59

and VIA EMAIL michelle.owens@cityoftybee.gov

Michelle Owens
Interim City Manager, City of Tybee
403 Butler Avenue
Tybee Island, GA 31328

Re: Breach of Contract with Speros

Dear Ms. Owens:

I represent Speros in reference to the breach of contract by the City of Tybee. This correspondence is being sent to hereby tender my client's demand to The City of Tybee and in the amount of \$135,662.28, as more fully described below.

The City of Tybee entered into numerous contracts for services with Speros on a monthly basis. It has an unpaid invoice in the amount of \$10,497.52, which the City agreed to pay, and it has terminated certain agreements before their expiration and is liable for the buy-out of these obligations through the end of April in the amount of \$89,298.56, for a total amount owed of \$99,796.08. In addition to this amount, Speros is owed the following damages:

- Susan Speros time \$3,000.00 (15 hours at \$300/hr)
- Senior Management time \$1,250.00 (10 hours at \$125/hr)
- Contract Administrator time \$375.00 (5 hours at \$75.hr)
- Attorneys Fees to date \$30,000.00

This demand is made pursuant to O.C.G.A. §51-12-14 for unliquidated damages in a tort action and, if Defendant fails to pay such amount within thirty (30) days from the mailing of this notice, the Plaintiff shall be entitled to receive interest on the claimed sum if, upon trial of the case from which the claim is made, the judgment is for an amount not less than claimed.

The interest provided by this Code section shall be at an annual rate equal to the prime rate as published by the Board of Governors of the Federal Reserve system plus 3 percent and shall begin to run from the thirtieth (30th) day following the date of the mailing of the written notice until the date of judgment.

Acceptance of this demand must be received in writing within thirty (30) days of this correspondence with full payment of \$135,662.28 received in hand in my office on said date (May 26, 2024). Any deviation or delay in this acceptance will be considered an automatic rejection of this demand.

I know it is Tybee's position that the contracts were never properly approved. The former I.T. head with whom Speros dealt does not agree with Tybee's position. He has repeatedly told my client these contracts were, in fact, properly entered into by him.

My client raised this issue before they spent their time/money doing the steps necessary to fulfill the contract. At the very least, the folks from Tybee who assured Speros Tybee had approved the contracts have liability and are Tybee's insurance carrier's insureds. Please forward this letter to Tybee's insurance carrier.

This is a terrible look for government. Tybee makes a deal. Speros performs. Then 4 years into the contract, Tybee backs out. Let me hear from you.

Cordially,

/s/ Brent J. Savage

Brent J. Savage
SAVAGE & TURNER, P.C.

BJS/lah

cc: Susan Speros