

MAYOR
Shirley Sessions

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



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 November 14, 2022 at 5:00 PM

Please silence all cell phones during Council Meetings

Call to Order

Approval of Contracts and Agreements

1. Twenty (20), Metric Sprite Solar Meters, \$229,900

Council, Officials and City Attorney Considerations and Comments

2. Bubba Hughes: Bridge Widening

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
www.cityoftybee.org**



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File Attachments for Item:

1. Twenty (20), Metric Sprite Solar Meters, \$229,900

AMANO McGANN

YOUR PARKING
TECHNOLOGY PARTNER

PROPOSAL

Prepared For
The City of Tybee Island

Project Location
403 Butler Ave
Tybee Island, GA
31328

Submission Date
Oct 24, 2022

Submitted To
The City of Tybee Island
403 Butler Avenue GA
31328

Prepared By
Rick Bruner
National MSM
Rick.Bruner@amanomcgann.com

7,000+
INSTALLATIONS
WORLDWIDE

40+
YEARS IN THE
PARKING
INDUSTRY

60+
SALES &
SERVICE
LOCATIONS

US-
MANUFACTURING
AND R&D

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QUOTE 2434

Project Name: City of Tybee Island Sprite meters

SKU	Name	#	Price	Total	Discount
Equipment (Hardware / Software)					
APM-1600/A986	Metric Sprite Meter Solar	20	\$11,495.00	\$229,900.00	0.00%

Discount 0.00%
System Subtotal \$229,900.00

This quote include 20 Sprite meters with:

- Pay and Display keyboards
- Sprite software, app and config files
- ID Tech credit card reader
- Coin system
- No coin safes (existing coin safes to be reused)
- One week of on-site technician for inspection, setup and commissioning of the meters
- No decals other than the Metric instructional fascia decals
- Modems from existing Elite LS meters will be reused in the new Sprite meters- no adaptors needed
- Freight charges for transport from Metric UK to Tybee Island GA

SKU	Name	#	Price	Total
Installation, Service, and Support				
		1	\$6,825.00	\$6,825.00
		1	\$0.00	\$0.00

Service Subtotal \$6,825.00

Name	Price	Total
Freight		
	\$4,500.00	\$4,500.00

Freight Total \$4,500.00

Name	Price	Total
Applicable Tax		
TAX	\$0.00	\$0.00

Tax Total \$0.00

Grand Total: \$241,225.00

SKU	Name	#	Price	Total
Recurring Costs				
	Current recurring costs apply to the replacement meters.	1	\$0.00	\$0.00
		1	\$0.00	\$0.00

Monthly Total \$0.00

Terms and Conditions

Conditions and Disclaimers

1. Amano McGann calculates installation labor using our standard Merit Shop Labor Rates. Should Client require Prevailing Wage, Union, and/or PLA Labor, additional costs may apply and will be quoted separately.
2. Amano McGann shall not be liable for penalties and/or consequential damages.
3. If the proposed solution describes a requirement for monthly, quarterly, or annual maintenance fees, these fees will be billed in advance of providing services. If these fees are not paid within 30 days after receipt of invoice, Amano McGann may, after giving seven (7) days' written notice, suspend services until all amounts due have been paid in full.
4. Specific requirements for EMV, E2EE and P2PE are determined independently by others outside Amano McGann and our industry, including the respective card networks, issuers and processors and are subject to change. Clients are strongly encouraged to evaluate specific requirements against their own specific business needs and to work with their bank, and processor to evaluate the approved solution provider configurations that satisfy relevant minimum card and terminal requirements.
5. For any product that accepts credit card as a means of payment and is configured for EMV, E2EE and P2PE: owner/merchant is responsible for negotiation and execution of an agreement with an approved Amano McGann Gateway/Merchant Service Provider and are required to select from a list of processors supported by that gateway. Fees associated with gateway and transaction processing through the solution provider are the responsibility of owner/merchant.
6. All orders must be submitted in writing and are effective only upon acceptance by an Amano McGann authorized representative. Amano McGann may reject any proposed purchase order prior to its acceptance by an Amano McGann authorized representative for any reason.
7. Amano McGann reserves the right in its sole discretion to modify, change and/or to discontinue the availability of, or support for, any product, feature or service.
8. Job-site services such as installation, system commissioning, startup and training are not included unless otherwise specifically stated.
9. Amano McGann assumes that all existing conduit, power and low-voltage cabling, and inductive loops are functional and serviceable unless otherwise included in the proposal equipment list.
10. This quotation does not include a cardholder database conversion/import from the facility's existing access control system database. Additional professional services fees apply for such work. Upon request, Amano McGann will update this quotation to include a cardholder database conversion/import.
11. Prices in this proposal do not include any third-party setup and/or service fees including, but not limited to, internet service, telephone service, hosting, credit card processing, etc.
12. Any Flexpass, Command, or Data API's through the Subscribe Cloud API service conduit will require applicable subscription setup and/or fees for services. It is the owner's responsibility to enter an agreement with each third-party. All fees associated with this agreement are the responsibility of the owner/operator.
13. This quotation excludes additional customer policies and/or procedures not specified in this document.
14. Overture software/maintenance licensing fee is included through the standard and extended warranty periods. Upon expiration of the standard or extended warranty, the required applicable licensing fees will be billed annually.
15. Allowance pricing, if any, is provided based on the information available at the time of bidding. If pricing exceeds allowance, Amano McGann will provide actual pricing to purchaser before proceeding with work.
16. Depending on configuration, Airtime, Hosting, Integration and Credit Card Processing fees for Amano Multi-Space Meters are required per meter per month. Price per meter per month is in addition to the base proposal amount and will be billed quarterly or annually depending on agreement.
17. AmanoValet powered by CVPS solutions will require an annual CVPS Gold licensing and support plan is required for on-premises solutions. Depending on configuration, an AmanoValet solution may also require a recurring data hosting fee. Cellular fees, if any, are the responsibility of the owner.

18. Amano McGann reserves the right to negotiate mutually acceptable contract terms.

Installation

- Meter commissioning by Amano McGann as detailed above, installation by Tybee Island.
- All work to be performed during the standard business hours of 8AM - 5PM, Monday through Friday. Additional charges apply for work requested to be performed after standard business hours and/or weekends.
- Firm start date for installation to be determined after complete order, including any setup/configuration forms, has been received by Amano McGann.
- Installation scheduling varies based on the current project workload at the time complete order is received.
- Provide a project manager to coordinate, plan and execute the system installation.
- Supply electrical wiring diagrams and equipment/conduit layout drawings/specs to contractors.
- Supply and install all parking equipment and software listed above.
- Terminate low-voltage electrical connections.
- Program all equipment to customer rates and per operational requirements/policies.
- Install and configure all operating and database systems.
- Install and configure all software applications.
- Install and configure credit card software/readers.
- Commission all equipment and software for properly functionality.
- One (1) comprehensive training program for all equipment and software modules.
 - One (1) group training session per software module.
 - One (1) group training session on equipment operations and maintenance.
 - One (1) group training or supervisor training session.
- Final system testing, checkout, and walk-through.

Provided by Others (unless otherwise specified in the proposal)

- Permits, drawings, inspection fees and any costs associated with permits and drawings.
- Any work required to bring the existing facility up to code.
- Re-bar and post tension cable locating.
- Power circuits, conduit, wiring and connections in accordance with Amano McGann specifications and typical layout drawings.
- Low-voltage conduit and wiring in accordance with Amano McGann specifications and typical layout drawings.
- Concrete/asphalt (including new, repair/restoration of existing, modifications to existing) and safety bollards in accordance with Amano McGann layout drawings.
- Server system in accordance with Amano McGann specifications.
- High speed internet service with connection provided to the server system (50 Mbps upload and download w/static IP address). Failure to provide internet connectivity and remote access software shall result in standard service charges for any on-site warranty software support.
- For any network runs over 300 ft, it is strongly recommended that fiber optic communication is installed, multi-mode is preferred but single mode can be utilized to accommodate the existing network. Failure to use fiber optic communication may result in poor throughput and ultimately affect the performance of the parking system overall
- All IP networking hardware and configuration for the proper functioning of the system. IP networking devices include, but are not limited to, modems, routers, switches, firewalls, and VPN devices.
- TCP/IP LAN drops to specified areas.
- Dedicated "P.O.T. S" phone lines or analog PABX extensions with wiring provided to the specified communications head end location.
- Merchant account with a Credit Card Processor (Clearinghouse) required for credit card transactions must be received 15 days before installation.

- Canopies / weather-covers for pay-in-lane pay station.
- Construction build-out for lobby pay station.
- Overhead rolling grille/door interface, including safety equipment, IR photo-beam and close timers.
- Remote access for system support via internet connectivity. Owner/operator shall provide a secure user account with login/password credentials to Amano McGann.
- SMTP relay email account with login/password credentials for "Notification Service" software.
- Removal, installation, or tie-in of new or existing third-party card access, camera and/or intercom systems.
- Safe, secure, and climate-controlled location, including office fixtures, for head-end server installation.
- Permission to saw-cut and drill in equipment locations.

Product Delivery

Estimated lead time for equipment and software is 8-10 weeks from receipt of all required order forms and deposit payment for product delivery. Quoted delivery dates are approximate, and not guaranteed, and represent Amano McGann's best estimate based upon current lead times. All equipment and software is subject to final billing and shipment immediately upon shipping notification to Client unless other arrangements are agreed in writing. Delivery Date to be set forth at the time of Contract Execution.

Delivery date for equipment and software is 03/01/2023 or 90-120 days after receipt of all required order forms and deposit payment for product delivery, whichever occurs later.

Time of Project Performance

Substantial Completion date is Upon delivery and coordination or 90-120 days after receipt of deposit payment and all required setup/configuration order forms, whichever occurs later. Should Amano McGann be delayed in the completion of the work by any act, inaction, or default of Client, or of any agent or contractor of Client ("Client Delay"), or by any labor dispute, unusual delay in deliveries, abnormally adverse weather conditions, damage by fire or other casualty or act beyond the control of Amano McGann, then the Substantial Completion Date shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes. If any Client Delay exceeds 30 days, Client shall accept immediate delivery of the equipment at the jobsite or arrange for delivery to other Client storage location and Amano McGann shall invoice Client any balance due for the equipment. or Substantial Completion Date to be set forth at the time of Contract Execution.

Bonding, Insurance, & Liquidated Damages

Payment and Performance Bonding requirements and costs are not included in this proposal (unless otherwise noted) and shall be quoted at additional cost to the Client upon request. Any insurance requirements outside of standard coverages carried by Amano McGann shall be quoted to the Client (at Amano McGann's option and if available) at an additional cost based upon additional requirements and terms of coverage. Amano McGann shall not be liable for liquidated damages.

Taxes

Applicable taxes included in this proposal. If Client is tax exempt, Client will provide a tax exemption certificate for this project. Client agrees to pay and satisfy any taxes levied in connection with this project and to hold Amano McGann harmless from all tax obligations, penalties and interest imposed by any governmental entity in connection with this Contract.

Payment Terms

1. 50% deposit payment due upon acceptance of proposal.
2. Final 50% invoice upon delivery and commissioning of the Sprite meters.
3. All payments due - Net 30 days. A 1.5% finance charge may be added to any invoice over 90 days.
4. All accounts are subject to a credit approval process. Payment terms are based on a credit score that is considered to be satisfactory. Amano McGann reserves the right to increase, decrease, suspend, or cancel a customer's credit privilege at any time.

Change Orders

Any alteration or deviation from the above specifications including, but not limited to, any such changes involving additional material and/or labor costs, will be executed only upon a written change order for the same, signed by both Client and Amano McGann. If there is any charge for such alteration or deviation, the additional charge will be added to the contract price including any restocking or reengineering charges resulting from such changes.

Cancellations and Returns

Client may not cancel orders or return goods without the written consent of Amano McGann. If Amano McGann approves a cancellation or return, Client agrees to pay a minimum 25% cancellation/restocking charge. All sales involving custom products are non-cancelable and are final.

Equipment Storage Fees

Unless otherwise agreed in writing, Client shall pay to Amano McGann a \$25 per pallet, per week storage fee for any equipment stored in our warehouse after the delivery date agreed upon by the parties, provided that the equipment is available for delivery on such date. Storage fees will begin fourteen (14) days after the mutually agreed delivery date if Client is unable or unwilling to accept the finished goods.

Storage fees will continue until Client accepts delivery of the equipment. Client will receive weekly charges against their account for storage of their equipment at an Amano McGann location. Invoices will be sent monthly.

Warranty

Unless noted otherwise, a standard one-year warranty on parts and labor for defects in materials or manufacture is included. Warranty does not cover damage or malfunctions resulting from acts of God, collision, vandalism, misuse, electrical surges, power failure, or use of non-manufacturer approved parts or consumable supplies.

Force Majeure

Amano McGann shall not be liable for any damages, direct, indirect, incidental, or consequential, resulting from delay in performance or nonperformance caused by contingencies, happenings or causes beyond the control of Amano McGann, including, but not limited to, fire, flood, storm, power failure, labor trouble or shortage, war, acts of Government, accidents, material shortage, equipment failures or Acts of God. In the event of the occurrence of any such contingencies, Amano McGann may suspend or terminate its performance hereunder without responsibility to the Client for any damages resulting from such suspension or termination.

Relationship; Non-Solicitation

Amano McGann and the Client understand and agree that each is an independent contractor. The Client is not a franchisee, partner, broker, employee, servant, or agent of Amano McGann and neither has, nor will represent that it has any power, right or authority to bind Amano McGann or to assume or create any obligations or responsibilities, express or implied, on behalf of Amano McGann or in Amano McGann's name. Client also agrees not to solicit, contract with, hire or otherwise engage the services of any Amano McGann employee rendering services to the Client for a period of one hundred eighty (180) days after the termination of any and all obligations between the parties.

Software License

Amano McGann grants the Client a limited, non-exclusive, and non-transferable license to the Amano McGann computer software programs in object code form listed in the Proposal and related user guides (collectively, "the Software").

Proprietary Rights; Reverse Engineering

All copies of the Software in any form are, and shall remain, the exclusive property of Amano McGann and shall be treated as Confidential Information by the Client. The Client acknowledges that it: (i) is not acquiring any right, title, or interest, express or implied, in the Software; (ii) shall not use, sell, transfer or otherwise copy or distribute the Software except as expressly authorized by Amano McGann; and (iii) shall not assert, claim any interest in, or do anything that may adversely affect the validity or enforceability of, any trademark, trade secret, copyright or other proprietary right belonging to Amano McGann (including, without limitation, any act, or assistance to any act, which may infringe or lead to infringement of any copyright in any of the Software), nor attempt to grant any right therein. Client acknowledges and agrees that: (i) it shall not reverse engineer, disassemble or decompile the Software, nor permit the disassembly, de-compilation or reverse engineering of the Software; (ii) that a violation of this Agreement may irreparably harm Amano McGann; and (iii) in addition to any other right or remedy available at law or in equity, Amano McGann shall be entitled to obtain injunctive relief to prevent Client from continuing any violation of this provision.

Proposal Validity

This proposal is valid for until November, 24 2022. If the executed contract and/or purchase order is received after the expiration date, Amano McGann will issue a revised proposal.

Proposition 65 Disclaimer

For California Customers - The products to be purchased pursuant to this proposal are not consumer products and are not intended to be consumer products under the California Safe Drinking Water and Toxic Enforcement Act of 1986, codified as Cal. Health & Safety Code § 25249.6, et. seq.

Acceptance & Authorization

THE PRICES, DELIVERABLES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. AMANO MCGANN IS AUTHORIZED TO PERFORM THE WORK AS SPECIFIED.

Proposal Number: 2434
Total Proposal Amount: \$241,225.00

Agreed on Behalf of: [Account Name]

Signature: _____

Print Name and Title: _____

Date: _____

Billing Address: _____

Client PO Number: _____

Agreed on Behalf of Amano McGann, Inc.:

Signature: _____

Print Name and Title: _____

Date: _____

AMANO McGANN

A history of innovation, customer dedication, and financial stability has let Amano McGann to the forefront of the parking industry. As the world leader in parking management solutions, Amano McGann is committed to developing quality products and long-term relationships in every market we serve through integrity, operational excellence, and a strong customer focus.

Amano McGann supports numerous installations across multiple markets through an extensive sales, service and support network comprised of branch offices, dedicated distribution partners, and US-based software development and manufacturing facilities.

File Attachments for Item:

2. Bubba Hughes: Bridge Widening

RESOLUTION NO. 2022- 04

**A RESOLUTION APPROVING MEMORANDUMS OF AGREEMENT
BY AND BETWEEN THE GEORGIA DEPARTMENT OF TRANSPORTATION
AND THE CITY OF TYBEE**

WHEREAS, in order for residents, emergency vehicles, and visitors to reach the City of Tybee Island, Georgia (hereinafter "City" or "Tybee Island") by motor vehicle they must cross two bridges located on Highway 80 in Chatham County, Georgia, one at Bull River and one at Lazaretto Creek; and

WHEREAS, due to safety and access needs, the City has diligently pursued through all available sources improvements to the bridges including through widening in order to allow for additional accessibility, particularly in times of need due to emergency situations, such as accidents, medical emergencies, and other events requiring emergency access; and

WHEREAS, the Department of Transportation has added two projects to the Statewide Transportation Improvement Plan addressing the Bull River bridge (Project No. 0017414) and Lazaretto Creek bridge (Project No. 0017415); and

WHEREAS, the Department of Transportation has provided Memorandums of Agreement to the City to authorize and document the rights and responsibilities associated with the acquisition of right-of-way for both the Bull River bridge (Project No. 0017414) and Lazaretto Creek bridge (Project No. 0017415); and

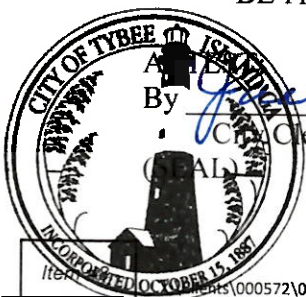
WHEREAS, the City has submitted grant applications which grants would provide the funds necessary to acquire the rights-of-way needed to expand the bridges; and

WHEREAS, the City, as the local government in the Memorandums of Agreement, has in open meeting, duly assembled approved the Memorandums of Agreement for acquisition of the rights-of-way after the receipt of funding through grant proceeds; and

WHEREAS, the City Council has approved execution of the Memorandums of Agreement by the Mayor on behalf of the City of Tybee Island and attestation by the Clerk following the City's receipt of funds or assurances of receipt of funds from the grant funding sources;

NOW, THEREFORE BE IT RESOLVED that the Mayor is hereby authorized to sign the Memorandums of Agreement with the Department of Transportation for Execution of Right-of-Way Phase Project Nos. 0017414 and 0017415 upon receipt of the applicable grant funds for the projects.

BE IT SO RESOLVED, this 14 day of July, 2022.



By [Signature]
Clerk

Mayor [Signature]
City of Tybee Island

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF TYBEE ISLAND
FOR
EXECUTION OF RIGHT-OF-WAY PHASE OF PROJECT NO. 0017414**

This Memorandum of Agreement is made and entered into this _____ (“Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT"), and the CITY OF TYBEE ISLAND, a political subdivision of the State of Georgia, acting by and through its Mayor (hereinafter called the "LOCAL GOVERNMENT") (collectively DEPARTMENT and LOCAL GOVERNMENT shall be referred to collectively herein as “PARTIES” and individually as “PARTY”).

WHEREAS, Project No. 0017414 has been added to the Statewide Transportation Improvement Plan to replace the existing bridge at Bull River, in Chatham County, with a two-lane bridge that includes bicycle and pedestrian improvements (“PROJECT”); and

WHEREAS, the LOCAL GOVERNMENT is responsible for the funding associated with the right-of-way phase of the PROJECT (hereinafter called “Right-of-Way Phase”); and

WHEREAS, since the DEPARTMENT has primary responsibility for the planning, design, and subsequent construction and delivery of the PROJECT, the LOCAL GOVERNMENT would like the DEPARTMENT to perform the Right-of-Way Phase activities for the PROJECT; and

WHEREAS, the DEPARTMENT is amenable to doing so if the LOCAL GOVERNMENT will comply with DEPARTMENT’S policy requiring the LOCAL GOVERNMENT to pay 100% of all of the Right-of-Way Phase expenses incurred by the DEPARTMENT; and

WHEREAS, the LOCAL GOVERNMENT is willing to pay all the DEPARTMENT’S expenses to execute the Right-of-Way Phase of the PROJECT; and

WHEREAS, the PARTIES wish to arrive at a formal understanding regarding their respective responsibilities as they relate to the implementation of the Right-of-Way Phase of the PROJECT.

NOW THEREFORE, it is hereby agreed and understood by and between the PARTIES that:

1. The LOCAL GOVERNMENT shall pay all the DEPARTMENT’S expenses associated with the Right-of-Way Phase of the PROJECT in accordance with the terms of this Memorandum of Agreement. The estimated cost of the DEPARTMENT’S expenses for the Right-of-Way Phase for the PROJECT is One Million Four Hundred and Two Thousand Dollars (\$1,402,000.00).
2. Within ninety (90) calendar days of the Effective Date of this Memorandum of Agreement, the LOCAL GOVERNMENT shall remit to the DEPARTMENT the full amount of the One Million Four Hundred and Two Thousand Dollars (\$1,402,000.00) as payment of the estimated Right-of-Way Phase costs (“Payment”).
 - a. The full amount of the Payment shall be applied by the DEPARTMENT to the costs incurred during the Right-of-Way Phase of the PROJECT, including, but not limited to, attorney fees (ownership verification forms, preliminary titles, closing fees, and

- condemnation fees, which include litigation costs); property pin replacement fees; recording fees (deeds and condemnation); appraisal fees; cost of right-of-way (whether by option, counteroffer or condemnation); relocation costs; and property management demolition costs.
- b. The DEPARTMENT shall have no further obligation to the LOCAL GOVERNMENT under this Memorandum of Agreement if the full amount of the Payment is not timely remitted to the DEPARTMENT by the LOCAL GOVERNMENT.
 - c. In the event that the DEPARTMENT's expenses for the Right-of-Way Phase of the PROJECT exceed the LOCAL GOVERNMENT'S Payment; the LOCAL GOVERNMENT shall pay the DEPARTMENT'S the full cost of any additional expenses incurred. The full amount of such additional costs shall be paid by the LOCAL GOVERNMENT within thirty (30) calendar days following receipt from the DEPARTMENT of written notification of the amount that the Right-of-Way Phase expenses for the PROJECT has exceeded the Payment.
 - d. Under no circumstances will the DEPARTMENT have any obligation to refund or reimburse the LOCAL GOVERNMENT for any portion of the Payment or any supplement thereto that has been properly expended by DEPARTMENT pursuant to the terms of this Memorandum of Agreement.
3. The PARTIES recognize and agree that it may be necessary or convenient to amend this Memorandum of Agreement so as to provide for the orderly implementation of the undertakings described herein. The PARTIES agree to cooperate fully in connection with such amendments if and as determined necessary; provided, however, that no change, modification or amendment to this Memorandum of Agreement shall be effective unless the same is reduced to writing and signed by the PARTIES hereto.
 4. This Memorandum of Agreement is executed in Fulton County of the State of Georgia, and all matters pertaining to its validity, construction, interpretation and effect shall be governed by the laws of the State of Georgia.
 5. Except as herein provided, the PARTIES will not transfer or assign all or any of their rights or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other PARTY, which consent will not be unreasonably withheld.
 6. No failure of either PARTY to exercise any right or power given to such PARTY under this Agreement or to insist upon strict compliance by the other PARTY with the provisions of this Memorandum of Agreement, and no custom or practice of either PARTY at variance with the terms and conditions of this Memorandum of Agreement will constitute a waiver of either PARTY'S right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Memorandum of Agreement.
 7. Each of the provisions of this Memorandum of Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and their successors and assigns.
 8. If any one or more of the provisions contained herein is for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Memorandum of Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 9. This Memorandum of Agreement constitutes the entire agreement and understanding between the PARTIES hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior

representations, agreements, understandings, and undertakings between the PARTIES hereto with respect to the subject matter hereof are merged herein.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, said PARTIES have hereunto set their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

CITY OF TYBEE ISLAND

BY: _____
RUSSELL R. MCMURRY
Commissioner

BY: _____
SHIRLEY SESSIONS
MAYOR

(SEAL)

(SEAL)

ATTEST:

Signed, sealed and delivered this _____ day of _____, 2022 in the presence of:

ANGELA O. WHITWORTH
Treasurer

Notary Public

(SEAL)

This Agreement approved by the Local Government, the _____ day of _____, 2022.

Attest

Name and Title

FEIN: _____

GEORGIA DEPARTMENT OF TRANSPORTATION
PRELIMINARY ROW COST ESTIMATE SUMMARY

Date: 11/24/2020 Project: SR 26/US 80 Improvements
 Revised: County: Chatham
 PI: 17414

Description: SR 26/US 80 over the Bull River
 Project Termini:

Parcels: 11 Existing ROW: Varies
 Required ROW: Varies

Land and Improvements \$1,134,600.00

Proximity Damage	\$0.00
Consequential Damage	\$250,000.00
Cost to Cures	\$7,500.00
Trade Fixtures	\$6,500.00
Improvements	\$19,500.00

Valuation Services \$53,750.00

Legal Services \$82,425.00

Relocation \$33,000.00

Demolition \$3,000.00

Administrative \$94,500.00

TOTAL ESTIMATED COSTS \$1,401,275.00

TOTAL ESTIMATED COSTS (ROUNDED) \$1,402,000.00

Prepared By: Emory D. Dixon III *Emory D. Dixon III* November 24, 2020
 Print Name Signature Date

Cost Estimation Supervisor: Valencia Carter *Valencia Carter* 12/2/2020
 Print Name Signature Date

NOTE: Supervisor is only attesting that the estimate was completed using the correct information provided for the the project. The Supervisor is not attesting to property values or the accuracy of the market value estimations provided in this report. No Market Appreciation is included in this Preliminary Cost Estimate.

Comments:



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

May 31, 2022

PI No. 0017415
SR 26/US 80 @ Lazaretto Creek

Honorable Shirley Sessions, Mayor
Attn: Mr. Shawn Gillen, City Manager
City of Tybee Island
P.O. Box 2749
403 Butler Avenue
Tybee Island, GA 31328

Dear Mr. Gillen:

Enclosed is a Memorandum of Agreement (MOA) detailing Right of Way commitments for the above-referenced project.

When this project was added to the Construction Work Program, the Local Government of Tybee Island agreed to fund 100% of the Right of Way phase.

The Local Government will be responsible for providing payment of Ninety-Two Thousand Dollars (\$92,000.00) to the DEPARTMENT within thirty (30) days after the execution of this Agreement.

All payments by the Local Government to the DEPARTMENT shall be sent as follows:

**For payments made by check:
Georgia Department of Transportation
P.O. Box 117138
Atlanta, GA 30368-7138**

**For payments made by ACH:
Bank Routing (ABA) # 021052053
Account # 43125093**

Please review the attached agreement, and, if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system.

PI No. 0017415, City of Tybee Island

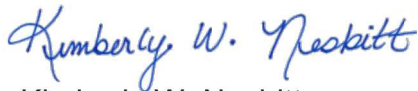
May 31, 2022

Page 2

Once the signed agreement is received within CATS, it will be routed for GDOT signatures, and then the City of Tybee Island will be sent one copy of the fully executed agreement for the project file.

If you have any questions about items contained in this agreement, please contact the Project Manager, Robert Johnson, at (470) 747-2555.

Sincerely,



Kimberly W. Nesbitt
State Program Delivery Administrator



KWN:CLB:CSL:RLJ

Cc: Honorable Ann R. Purcell, State Transportation Board Member, Congressional District 1
Albert V. Shelby, Director of Program Delivery
Troy D. Pittman, District 5 Engineer
Jonathan Martinez, District 5 Preconstruction Engineer
Attn: Katie Proctor, District Planning & Programming Manager

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF TYBEE ISLAND
FOR
EXECUTION OF RIGHT-OF-WAY PHASE OF PROJECT NO. 0017415**

This Memorandum of Agreement is made and entered into this _____ (“Effective Date”), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT"), and the CITY OF TYBEE ISLAND, a political subdivision of the State of Georgia, acting by and through its Mayor (hereinafter called the "LOCAL GOVERNMENT") (collectively DEPARTMENT and LOCAL GOVERNMENT shall be referred to collectively herein as “PARTIES” and individually as “PARTY”).

WHEREAS, Project No. 0017415 has been added to the Statewide Transportation Improvement Plan to replace the existing bridge at Lazaretto Creek, in Chatham County, with a two-lane bridge that includes bicycle and pedestrian improvements (“PROJECT”); and

WHEREAS, the LOCAL GOVERNMENT is responsible for the funding associated with the right-of-way phase of the PROJECT (hereinafter called “Right-of-Way Phase”); and

WHEREAS, since the DEPARTMENT has primary responsibility for the planning, design, and subsequent construction and delivery of the PROJECT, the LOCAL GOVERNMENT would like the DEPARTMENT to perform the Right-of-Way Phase activities for the PROJECT; and

WHEREAS, the DEPARTMENT is amenable to doing so if the LOCAL GOVERNMENT will comply with DEPARTMENT’S policy requiring the LOCAL GOVERNMENT to pay 100% of all of the Right-of-Way Phase expenses incurred by the DEPARTMENT; and

WHEREAS, the LOCAL GOVERNMENT is willing to pay all the DEPARTMENT’S expenses to execute the Right-of-Way Phase of the PROJECT; and

WHEREAS, the PARTIES wish to arrive at a formal understanding regarding their respective responsibilities as they relate to the implementation of the Right-of-Way Phase of the PROJECT.

NOW THEREFORE, it is hereby agreed and understood by and between the PARTIES that:

1. The LOCAL GOVERNMENT shall pay all the DEPARTMENT’S expenses associated with the Right-of-Way Phase of the PROJECT in accordance with the terms of this Memorandum of Agreement. The estimated cost of the DEPARTMENT’S expenses for the Right-of-Way Phase for the PROJECT is Ninety-Two Thousand Dollars (\$92,000.00).
2. Within ninety (90) calendar days of the Effective Date of this Memorandum of Agreement, the LOCAL GOVERNMENT shall remit to the DEPARTMENT the full amount of the Ninety-Two Thousand Dollars (\$92,000.00) as payment of the estimated Right-of-Way Phase costs (“Payment”).
 - a. The full amount of the Payment shall be applied by the DEPARTMENT to the costs incurred during the Right-of-Way Phase of the PROJECT, including, but not limited to, attorney fees (ownership verification forms, preliminary titles, closing fees, and condemnation fees, which include litigation costs); property pin replacement fees;

- recording fees (deeds and condemnation); appraisal fees; cost of right-of-way (whether by option, counteroffer or condemnation); relocation costs; and property management demolition costs.
- b. The DEPARTMENT shall have no further obligation to the LOCAL GOVERNMENT under this Memorandum of Agreement if the full amount of the Payment is not timely remitted to the DEPARTMENT by the LOCAL GOVERNMENT.
 - c. In the event that the DEPARTMENT's expenses for the Right-of-Way Phase of the PROJECT exceed the LOCAL GOVERNMENT'S Payment; the LOCAL GOVERNMENT shall pay the DEPARTMENT'S the full cost of any additional expenses incurred. The full amount of such additional costs shall be paid by the LOCAL GOVERNMENT within thirty (30) calendar days following receipt from the DEPARTMENT of written notification of the amount that the Right-of-Way Phase expenses for the PROJECT has exceeded the Payment.
 - d. Under no circumstances will the DEPARTMENT have any obligation to refund or reimburse the LOCAL GOVERNMENT for any portion of the Payment or any supplement thereto that has been properly expended by DEPARTMENT pursuant to the terms of this Memorandum of Agreement.
3. The PARTIES recognize and agree that it may be necessary or convenient to amend this Memorandum of Agreement so as to provide for the orderly implementation of the undertakings described herein. The PARTIES agree to cooperate fully in connection with such amendments if and as determined necessary; provided, however, that no change, modification or amendment to this Memorandum of Agreement shall be effective unless the same is reduced to writing and signed by the PARTIES hereto.
 4. This Memorandum of Agreement is executed in Fulton County of the State of Georgia, and all matters pertaining to its validity, construction, interpretation and effect shall be governed by the laws of the State of Georgia.
 5. Except as herein provided, the PARTIES will not transfer or assign all or any of their rights or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other PARTY, which consent will not be unreasonably withheld.
 6. No failure of either PARTY to exercise any right or power given to such PARTY under this Agreement or to insist upon strict compliance by the other PARTY with the provisions of this Memorandum of Agreement, and no custom or practice of either PARTY at variance with the terms and conditions of this Memorandum of Agreement will constitute a waiver of either PARTY'S right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Memorandum of Agreement.
 7. Each of the provisions of this Memorandum of Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and their successors and assigns.
 8. If any one or more of the provisions contained herein is for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Memorandum of Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 9. This Memorandum of Agreement constitutes the entire agreement and understanding between the PARTIES hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior representations, agreements, understandings, and undertakings between the PARTIES

hereto with respect to the subject matter hereof are merged herein.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, said PARTIES have hereunto set their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

CITY OF TYBEE ISLAND

BY: _____
RUSSELL R. MCMURRY
Commissioner

BY: _____
SHIRLEY SESSIONS
MAYOR

(SEAL)

(SEAL)

ATTEST:

Signed, sealed and delivered this _____
day of _____, 2022 in the
presence of:

ANGELA O. WHITWORTH
Treasurer

Notary Public

(SEAL)

This Agreement approved by the Local
Government, the _____ day of
_____, 2022.

Attest

Name and Title

FEIN: _____

GEORGIA DEPARTMENT OF TRANSPORTATION
PRELIMINARY ROW COST ESTIMATE SUMMARY

Date: 11/24/2020 Project: SR 26/US 80 Bridge Replacement
 Revised: County: Chatham
 PI: 17415

Description: SR 26/US 80 Bridge Replacement @ Lazaretto Creek
 Project Termini:

Existing ROW: Varies
 Required ROW: Varies
 Parcels: 3

Land and Improvements _____ \$5,850.00

Proximity Damage	\$0.00
Consequential Damage	\$0.00
Cost to Cures	\$0.00
Trade Fixtures	\$0.00
Improvements	\$0.00

Valuation Services _____ \$9,000.00

Legal Services _____ \$39,525.00

Relocation _____ \$9,000.00

Demolition _____ \$0.00

Administrative _____ \$28,500.00

TOTAL ESTIMATED COSTS _____ \$91,875.00

TOTAL ESTIMATED COSTS (ROUNDED) _____ \$92,000.00

Prepared By: Emory D. Dixon III *Emory D. Dixon III* November 24, 2020
 Print Name Signature Date
 Valencia Carter *Valencia Carter* 12/2/2020
 Cost Estimation Supervisor : _____
 Print Name Signature Date

NOTE: Supervisor is only attesting that the estimate was completed using the correct information provided for the the project. The Supervisor is not attesting to property values or the accuracy of the market value estimations provided in this report. No Market Appreciation is included in this Preliminary Cost Estimate.

Comments: