

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
April 25, 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

1. Tybee Island Youth Council

Introduction of Youth Ambassadors

Project and Vote

Recognitions and Proclamations

2. Resolution - Georgia Cities Week

3. Proclamation, Volunteer Month

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

4. Minutes, April 11, 2019

5. Minutes, Special Meeting, April 17, 2019

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

6. Sam LeCates, Tybee Island Youth Council, Ambassadors

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



7. Historic Preservation Commission Update: Martha (Marty) Harrell

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

8. Carolyn Jurick, Tybee Island Maritime Academy
9. Jack Boylston - Beach Bum Parade
10. Jenny Rutherford, Beach Equipment Rental

Consideration of Approval of Consent Agenda

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

11. Agenda Request: Alcohol License: Liquor/Beer/Wine/Sunday Sales-Tybee RE Operating Company LLC dba Hotel Tybee

Consideration of Bids, Contracts, Agreements and Expenditures

12. Cintas Uniform Contract
13. Agreement, 4-H Facility, Tybee Island Youth Council
14. Brent Watts, Additional structure at 15 Meddin
15. Georgia Power Company Distributed Generation Agreement
16. Falcon Contract, Fireworks
17. The Agreement (2019 Accredited Member Sublicense Form_GA_from NMSC) is attached for the Mayor to sign. The signed agreement should be returned to Jessica Reynolds at DCA-ODD. Once all parties have signed, an executed copy will be sent to all.
18. Approval to hire a seasonal employee - Finance Department for May through August 2019. Line Item 100-1512-51.1100
19. Approve moving forward with contract with Momentum Telecom, new telephone system, Line Item 100-1535-52-1300
20. Second Amendment to Non-Exclusive Intergovernmental Mineral License - Re-nourishment Project

Consideration of Ordinances, Resolutions

21. First Reading, 2019-09, Section 34-261 - Application, STVR
22. Second Reading, 2019-03, Graffiti
23. First Reading, 2019-04, Sec 22-33, Disorderly Household

- [24.](#) Second Reading, 2019-06, Sec 6-5 and 6-6, Fingerprints
- [25.](#) Second Reading, 2019-07, Sec 6-88, Application Required and Sec 6-89, Issuance
- [26.](#) Second Reading, 2019-08, Sec 2-010, Terms and Definitions, Height of Building
- [27.](#) Second Reading, 2019-10, Sec 5-090, Variances

Council, Officials and City Attorney Considerations and Comments

- 28. Jason Buelterman - clarify definition of home-based business
- [29.](#) Jason Buelterman - Finance Committee Notes and Recommendations
- 30. Jason Buelterman - Golf Cart Safety
- 31. Barry Brown, Update, Infrastructure Committee
- 32. Wanda Doyle - Update, Public Safety Committee
- 33. Shawn Gillen - 3-Way Stops for Approval

Seeking council approval for a 3-Way Stop at North Campbell and Van Horn and a 3-Way Stop at Meddin and Cedarwood

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.”

Item Attachment Documents:

2. Resolution - Georgia Cities Week



CITY OF TYBEE ISLAND

RESOLUTION

WHEREAS, the City of Tybee Island recognizing Georgia Cities Week, April 21 - 27, 2019 and encouraging all citizens to support the celebration and corresponding activities; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED that I Jason Buelterman and the members of the Tybee Island City Council, declare April 21 – 27, 2019 as Georgia Cities Week and further encourages all citizens, City Government Officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

JASON BUELTERMAN
Mayor, City of Tybee Island

Item Attachment Documents:

3. Proclamation, Volunteer Month



CITY OF TYBEE ISLAND

PROCLAMATION

WHEREAS, the City of Tybee Island wishes to recognize volunteers for their continued cooperation and to encourage the voluntary participation of others in their valuable services; and

WHEREAS, our City government could not function without volunteers who serve on our boards, commissions, task forces and committees; and

WHEREAS, every day, volunteers help shape the policies that keep our City heading in the right direction and their impact can be felt throughout the community; and

WHEREAS, there are volunteers in our community who give of their time and effort to help others through their church, community organizations, service clubs, schools, charitable organizations and other worthy endeavors; and

WHEREAS, volunteers are motivated by the simple satisfaction of helping their fellow citizens and making their community a better place to live; and

NOW THEREFORE, I Jason Buelterman and members of City Council of Tybee Island do hereby proclaim April as "Volunteer Appreciation Month" to honor the hard work and selfless dedication of all the volunteers who serve the City and community.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Tybee Island to be affixed this 25th day of April 2019.

Jason Buelterman, Mayor
Tybee Island, GA

Item Attachment Documents:

4. Minutes, April 11, 2019

Consideration of Items for Consent Agenda

Mayor Buelterman called the consent agenda to order at 6:30PM on April 11, 2019. Those present were Julie Livingston, 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; and Janet LeViner, Clerk of Council.

Julie Livingston made a motion to adjourn to Executive Session to discuss real estate, litigation and personnel. **John Branigin** seconded. Vote was unanimous, 5-0.

Wanda Doyle made a motion to return to regular session. **Barry Brown** seconded. Vote was unanimous, 5-0 to approve.

Mayor Buelterman listed the following items on the consent agenda:

- City Council Minutes, March 28, 2019
- Contract, Korkat, Jaycee Playground Shade System. \$75,663.84 and surface is \$94,715.50. Budget Line Item: 322.6210.54.1100. **Discussion:** Approval authorizes Mayor Buelterman to sign the contract once it has been formalized to include receipt of the Performance Bond. Mr. Hughes confirmed.
- GA Power, Contract, License Plate Reader
- Boundary Agreement, Moore and Solomon

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

Wanda Doyle announced the activities for Georgia Cities Week, April 21 – 26, 2019 to include a Volunteer Reception, Beach Sweep and Employee Recognition Picnic. On Thursday, April 25th the Tybee Island Youth Council will participate in the City Council Meeting to present their current and future activities.

Recognitions and Proclamations

Mayor Buelterman recognized **Cathy Sakas** for her years of service as Chair of the Beach Task Force. Ms. Sakas thanked everyone for their support and the recognition.

Major Joel Fobes introduced **Korra Jaglinski** who recently graduated from the Police Academy and is now a member of the Patrol Staff, Tybee Island Police Department.

Ava Thomas, Tybee Island Youth Council, approached Mayor and Council to give an update on the Youth Council. Ms. Thomas detailed their trip to Atlanta for Savannah/Chatham Day and their upcoming fund raising events.

Jan Will approached Mayor and Council to give an update on Tybee's Flower, the Zinnia.

Mack Kitchens and Crista Rader approached Mayor and Council to discuss his agenda item, Naylor Avenue. Mr. Kitchens stated this was before Mayor and Council previously and since has

had the utilities and services located and marked. They propose to purchase a piece of property as outlined on the plat in Mayor and Council's packet before them as it cannot be opened. The easement would be left in place then come to terms regarding set-backs as a new structure is planned on the lot. They are not looking to build into the easement only up to it. Ms. Rader would continue to maintain the easement. Ms. Livingston confirmed the reason for purchasing the property is for the set-back as they cannot build without a variance. Mr. Kitchens confirmed. Ms. Livingston is in favor of moving forward with this request. Mr. Hughes confirmed the process for moving forward. Ms. Doyle asked if there is a negative impact regarding this request. Mr. Hughes stated Mayor and Council are at the point in the process to determine if they want to move forward with the transaction. Mayor pro tem Brown confirmed the dimensions of the set-backs. Mr. Branigin stated he supports moving forward with the process as that is what before Mayor and Council currently. Mayor Buelterman thanked Mr. Kitchens and Ms. Rader.

Jenny Rutherford, Beach Equipment Rental. Not present. To be heard at a later date.

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

Public Hearing

Text Amendment: Sec 5-090 Variance (b) Height – Text Additional/Change. George Shaw approached Mayor and Council. Mr. Shaw stated this is an item that was before Mayor and Council previously and includes a height definition to prevent elevators from opening above 35'. When this was heard previously Mr. Shaw did not realize height was defined in the variance procedures. He continued, with this change both ordinances will match. **Julie Livingston** made a motion to approve. **John Branigin** seconded. Voting in favor were Julie Livingston, John Branigin, Wanda Doyle and Shirley Sessions. Voting against was Barry Brown. Motion to approve, 4-1.

Consideration of Bids, Contracts, Agreements and Expenditures

Mack Kitchens, C. Rader, Naylor Avenue. Wanda Doyle made a motion to approve moving to the next phase of the request. **Julie Livingston** seconded. **Discussion:** Mayor Buelterman stated the rationale of this request is this will enable the petitioner to build into the set-back on one side. Mayor pro tem Brown confirmed. Mr. Branigin stated what is before Mayor and Council is only approving moving forward with the next phase of the request. Mr. Hughes stated the next phase of the process is to reach out to the Department Heads for their recommendation if this request is in the best interest of the City to make the conveyance. Then the petitioner needs to obtain an appraisal and finally to the Planning Commission. Voting in favor were Julie Livingston, John Branigin, Wanda Doyle and Barry Brown. Voting against was Shirley Sessions. Motion to approve, 4-1.

Brent Watts, Additional structure at 15 Meddin. Mr. Hughes stated the Clerk has the plat showing the placement of the pool and asked that it be distributed. He stated this is the same plat as previously presented, none of the lot lines have changed and the configuration of the lot have previously been approved. He continued, the only issue is the addition, of what is Lot "B" where the barracks have been restored, of a structure of a swimming pool. The conditional zoning or Land Use Agreement provides any new structures in the new lots would require approval by Mayor and Council. Mayor Buelterman stated it is not clear and the plat as presented to them has not been made public nor has Mayor and Council had sufficient time to review. His preference would be **to move this item to April 25, 2019 City Council**

Meeting. Josh Yellin approached Mayor and Council. Mr. Yellin made reference to the Conditional Agreement that was entered into for the rezoning of the property did stated that any new structure would come before Mayor and Council and it is his opinion that a pool is not a structure. The petitioner does not need building permit, only a pool permit.

Julie Livingston made a motion to adjourn to executive session to discuss real estate, litigation and personnel. **Wanda Doyle** seconded. Vote was unanimous, 5-0.

Julie Livingston made a motion to return to regular session. **Wanda Doyle** seconded. Vote was unanimous, 5-0.

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

Meeting adjourned at 9:15PM.

Janet R. LeViner, CMC
Clerk

Item Attachment Documents:

5. Minutes, Special Meeting, April 17, 2019

City Council Minutes, Special Meeting, April 17, 2019

Wanda Doyle called the Special Meeting to order on April 17, 2019 at 3:30PM. Those present were Monty Park, Shirley Sessions and Julie Livingston.

Approval of GMP2/Contract, Tybee Island Marine Science Center. **Ms. Doyle** stated the contract has been previously approved and in order to be transparent the GMP2 is before Mayor and Council for approval. Being there were no questions or comments, **Monty Parks** made a motion to accept the GMP2 and authorize the Mayor to sign. **Shirley Sessions** seconded. Motion to approval was unanimous, 4-0.

Mayor Buelterman and Barry Brown joined the meeting in progress and John Branigin joined telephonically as he was traveling.

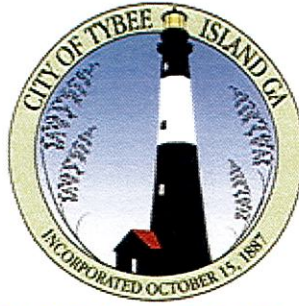
Motion to move to the Budget Workshop portion was made by **Julie Livingston**. Seconded by **Monty Parks**. Vote was unanimous.

Item Attachment Documents:

11. Agenda Request: Alcohol License: Liquor/Beer/Wine/Sunday Sales-Tybee RE Operating Company LLC dba Hotel Tybee

MAYOR
Jason Buelterman

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



CITY MANAGER
Shawn Gillen

CLERK OF COUNCIL
Janet LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

Council Meeting Date for Request: April 25, 2019

Item: Alcohol License Request: Liquor/Beer/Wine/Sunday Sales

Explanation: Tybee RE Operating Company LLC dba Hotel Tybee

1401 Strand Ave

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.org

Comments: _____

Date given to Clerk of Council April 18, 2019

CITY OF TYBEE ISLAND ALCOHOL LICENSE APPLICATION



Application is hereby made for a license to do business within the City of Tybee Island as a dealer in alcoholic beverages as indicated below:

LICENSE CLASSIFICATION	FEE	CHECK
Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited	\$ 350	
Retail Beer/Wine – Sale by Drink for Consumption on Premises Only	575	X
Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited	850	
Retail Liquor – Sale by Drink for Consumption on Premises Only	1,250	X
Retail Liquor – Sale by Package & Drink both in One Building under One Ownership	2,000	
Sunday Sales of Alcoholic Beverages	150	X
Wholesale Beer	765	
Wholesale Liquor	1,500	
Wholesale Wine	150	
Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300	
Special Event – Public or Private Property - Beer, Wine (no current license) per event	50	
Special Event – Public or Private Property - Beer, Wine (no current license) 3 days	100	
Special Event – Public or Private Property - Beer, Wine (holding current license) per event	10	
Special Event – Business Property – Beer, Wine, Liquor (no current license) per event	50	
Special Event – Business Property – Beer, Wine, Liquor (no current license) 3 days	100	
Special Event – Business Property – Beer, Wine, Liquor (holding current license) per event	10	

Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder or the applicant may be the manager of the business charged with the regular operation of said business on the premises for which the license is issued.

Business Name <u>Tybee RE Operating Company, LLC d/b/a <i>Hotel Tybee</i></u>				
Location <u>1401 Strand Avenue, Tybee Island, GA 31328</u>				
Mailing Address <u>225 Water Street, Suite A-125, Plymouth, MA 02360</u>				
Phone <u>913-712-7500</u>		Email _____		
Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business				
Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>Linchris Hotel, Corp.</u>		<u>269 Hanover Street, Suite 2</u>	<u>Hanover, MA 02339</u>	

Is business incorporated? Yes State of Incorporation Delaware Date Incorporated 07/15/2014
BHIG Tybee, LLC and Linchris Tybee Resort, LLC Address 269 Hanover Street, Suite 2 Hanover, MA 02339 Phone 781-826-8824

Names of landlord of the business location Linchris Tybee Resort, LLC Address Hanover, MA 02339 Phone 781-826-8824

What other business is conducted at this location? Hotel with restaurant and gift shop

Has application been made for required State and Federal Licenses? We will apply for the State license imminently

Has applicant, any person connected with, or any person having an interest in this business:

- o ever been convicted of any violation of law other than for a traffic violation? No.
- o ever served time in prison or other correctional institution? No.
- o ever had an alcohol beverage license suspended or revoked at any time in any location? No.

(if answer is yes, give details) N/A

If this application is for RENEWAL of an existing license, enter License Number of existing license N/A

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? Yes. If yes, submit additional affidavit.

ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO ME TO BE TRUE UNDER PENALTY OF LAW.

Applicant Signature [Signature] Date 4/12/19

Sworn to and subscribed before me this 12 day of April 2019

Notary Public [Signature]

Approval	Signature	Date
City Manager		
Zoning		
Police		
City Council		

SHARON S. SHAVER
Notary Public, Chatham County, GA
My Commission Expires Dec. 5, 2019

The CONSENT FORM is required for ALL alcohol license applications.

CONSENT FORM

I HEREBY AUTHORIZE THE TYBEE ISLAND POLICE DEPARTMENT TO REQUEST ANY CRIMINAL BACKGROUND HISTORY RECORD INFORMATION PERTAINING TO ME WHICH MAY BE IN THE FILES OF ANY STATE OR LOCAL CRIMINAL JUSTICE AGENCY. BE IT FURTHER UNDERSTOOD THAT THE PURPOSE OF OBTAINING THIS INFORMATION IS TO SATISFY THE REQUIREMENTS SET FORTH BY THE MAYOR AND COUNCIL OF THE CITY OF TYBEE ISLAND, REGARDING AN ALCOHOL BEVERAGE LICENSE APPLICATION.

Brett Lawrence Loehr Male / Caucasian /
 FULL NAME (PRINT) SEX / RACE / DATE OF BIRTH

1 Wigmore Circle
 ADDRESS SOCIAL SECURITY NUMBER

Savannah, GA 31410
 CITY, STATE, ZIP

[Signature] / 4/17/19
 SIGNATURE / DATE

The ACKNOWLEDGEMENT is required for all LIQUOR BY THE DRINK alcohol license applications.

ACKNOWLEDGEMENT

I declare knowledge and understanding of Municipal Code Section 58-80: There is levied an excise tax on the sale of distilled spirits by the drink in the amount of three percent of the charge to the public for the beverage.

[Signature] / 4/17/19
 SIGNATURE / DATE

The AFFIDAVIT is required if SUNDAY SALES of alcohol for consumption on premises are contemplated. Food and beverage sales records prepared by a CPA are required to be furnished to the City upon request.

STATE OF GEORGIA
 COUNTY OF CHATHAM

CITY OF TYBEE ISLAND
AFFIDAVIT

I, Brett L. Loehr, do hereby make this affidavit to be part of my application for an alcohol beverage license in the City of Tybee Island to sell distilled spirits, malt beverages and/or wine for the consumption on the premises in my eating establishment on Sunday. Said establishment is located at 1401 Strand Avenue, Tybee Island, Georgia.

I am the General Manager of the establishment known as Hotel Tybee.

I hereby further state that at least fifty percent (50%) of the total annual gross food and beverage sales are derived from the sale of prepared meals or food.

[Signature] / 4/17/19
 SIGNATURE / DATE

Approved _____ Denied _____ Chief of Police
 _____ Date

No Georgia History 4/17/19 08

[Signature] / 4/17/19

Item Attachment Documents:

12. Cintas Uniform Contract



STANDARD RENTAL SERVICE AGREEMENT

Location No. 0237 Agreement No. 210176713 Customer No. 12950350 Date
Customer CITY OF TYBEE ISLAND Phone 9125963654
Address 76 POLK STREET City TYBEE ISLAND State GA Zip 31328

UNIFORM PRICING:

Table with 5 columns: Material #, Description, Rental Freq., Inventory, Unit Price. Lists items like CARGO PANT, HI PERFORMANCE POLO, COTTON WORK SHIRT, etc.

EMBLEM PRICING:

Table with 5 columns: Material #, Description, Rental Freq., Inventory, Unit Price. Lists items like BLACK/ WHITE/ BLACK*, CITY TYBEE BD/BLK/WHT/BLK.

FACILITY SERVICES PRODUCTS PRICING:

Table with 5 columns: Material #, Description, Rental Freq., Inventory, Unit Price. Lists items like SM SHOP TWL-RED, WIPER STAND, ROLL HVY DUTY WIPER.

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
COD Terms \$ per week charge for delayed payment (if Amount Due is Carried to Following Week)
Credit Terms - Charge Payments due 10 Days After End of Month
Automatic Lost Replacement Charge: Material X2160 % of Inventory 10.000 \$ 1.040 EA.
Automatic Lost Replacement Charge: Material % of Inventory \$ EA.
Make-Up charge \$ 1.050 per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.087 per garment
Artwork Charge for Logo Mat \$
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Service Charge: \$ per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
Uniform Advantage \$ per garment. Premium Advantage \$ per garment.
Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
Emblem Advantage \$ per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
Prep Advantage \$ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
Other



/ _____
Date

Initial and check box if Unilease. All garments will be cleaned by Customer.

/ _____
Date

Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.

/ _____
Date

Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Customer certifies that it is is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. _____
By _____
Title _____
Accepted-GM: _____

CUSTOMER:

Please Sign Name _____
Please Print Name _____
Please Print Title _____
E-mail _____



STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other materials covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

Item Attachment Documents:

13. Agreement, 4-H Facility, Tybee Island Youth Council



UNIVERSITY OF GEORGIA EXTENSION



Burton 4-H Center - Program Contract

Burton 4-H Center

9 Lewis Avenue

Tybee Island, GA 31328

We look forward to your group coming to Burton 4-H Center and participating in the Environmental Education Program. We hope that your visit will be an enjoyable and rewarding learning experience.

Please sign and return this contract and the required non-refundable deposit of \$50.00 as soon as possible to secure your accommodations (deposit will be credited to the balance due upon arrival). Reservations are not confirmed until the signed contract and deposit have been received.

SUPERVISION:

All groups will be expected to provide supervision of youth participants at all times throughout the duration of the field study to include, but not limited to: classes, meals, recreational, and lodging times. Visiting adults/teachers/chaperones will assume all responsibility for monitoring youth's behavior.

Please notify Burton 4-H Center staff for assistance as necessary.

GUARANTEED COUNTS:

Burton 4-H Center requires guaranteed counts 7 days prior to trip. There will be a \$10/person charge for each space reserved but not showing.

LODGING:

Assignments will be based on the guaranteed number. Burton 4-H Center reserves the right to reduce the total number of cabins, dorm rooms, and/or buildings to be used by your group when actual attendance is lower than the original estimated attendance. If necessary, Burton 4-H Center also reserves the right to change the designated lodging and/or buildings being used by your group to accommodate other groups.

CANCELLATION POLICY:

As it is difficult to reschedule space without adequate advance notice, we must charge an assessment for cancellations and reductions in attendance by your school. The assessment will be charged based upon your written notification to the Burton 4-H Center office according to the following schedule:

Written Notice Received Within:

120 days prior to scheduled trip
60-120 days prior to scheduled trip
Less than 60 days prior to scheduled trip

Assessment Charge:

No charge
\$10.00 per person charge for each reserved space
\$25.00 per person charge for each reserved space

PAYMENT

All groups will be expected to pay in full upon departure unless prior arrangements have been made. If special advance arrangements have been made, payment is due within 30 days from the billing date. All material balances greater than 180 days outstanding will be turned over to a collection agency. All groups agree to pay any attorney's fees and /or collection costs that might be incurred by the University of Georgia in the collection of unpaid balances.

Tybee Island Youth Council

Jan LeViner
PO Box 2749
Tybee Island, GA 31328

Phone Number: (912) 472-5080

Extension:

Fax Number:

E-mail: jleviner@cityoftybee.org

Beginning: Sat 10/19/2019

Ending: Sun 10/20/2019

First Meal: n/a

Last Meal: n/a

Est. Attendance: 31

X Charge per Person: \$23.23

= Estimated Total Charge: \$720.00

Conference Number: 1910006

In signing this contract, the organization is responsible for the payment of all charges in conjunction with this meeting or conference and agrees to the terms stated on the attached letter. Payment shall be made in the following manner:

Check () Cash () Bill ()

Signature

Name of Group

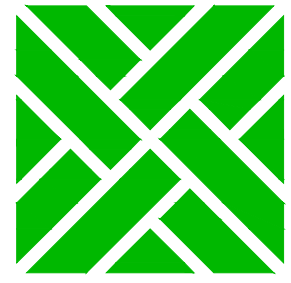
Date Signed

Contract Printed Wednesday, March 27, 2019

georgia4h.org

Item Attachment Documents:

14. Brent Watts, Additional structure at 15 Meddin



JACKSON & SMALL ASSOCIATES LANDSCAPE ARCHITECTURE

PO Box 1788 TYBEE ISLAND, GA 31328 912-704-1118 MICHAELSMALLASLA@GMAIL.COM

MEDDIN DRIVE DEVELOPMENT 15 MEDDIN DRIVE TYBEE ISLAND, GEORGIA

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Table with columns: Date, Project #, REVISIONS, No., Date. Includes dates: February 7, 2019, March 6, 2019, March 27, 2019.

Drawn By: MSS Checked By: MSS Project #: 0 Drawing Title

Construction Layout & Drainage Plan



Drawing Number

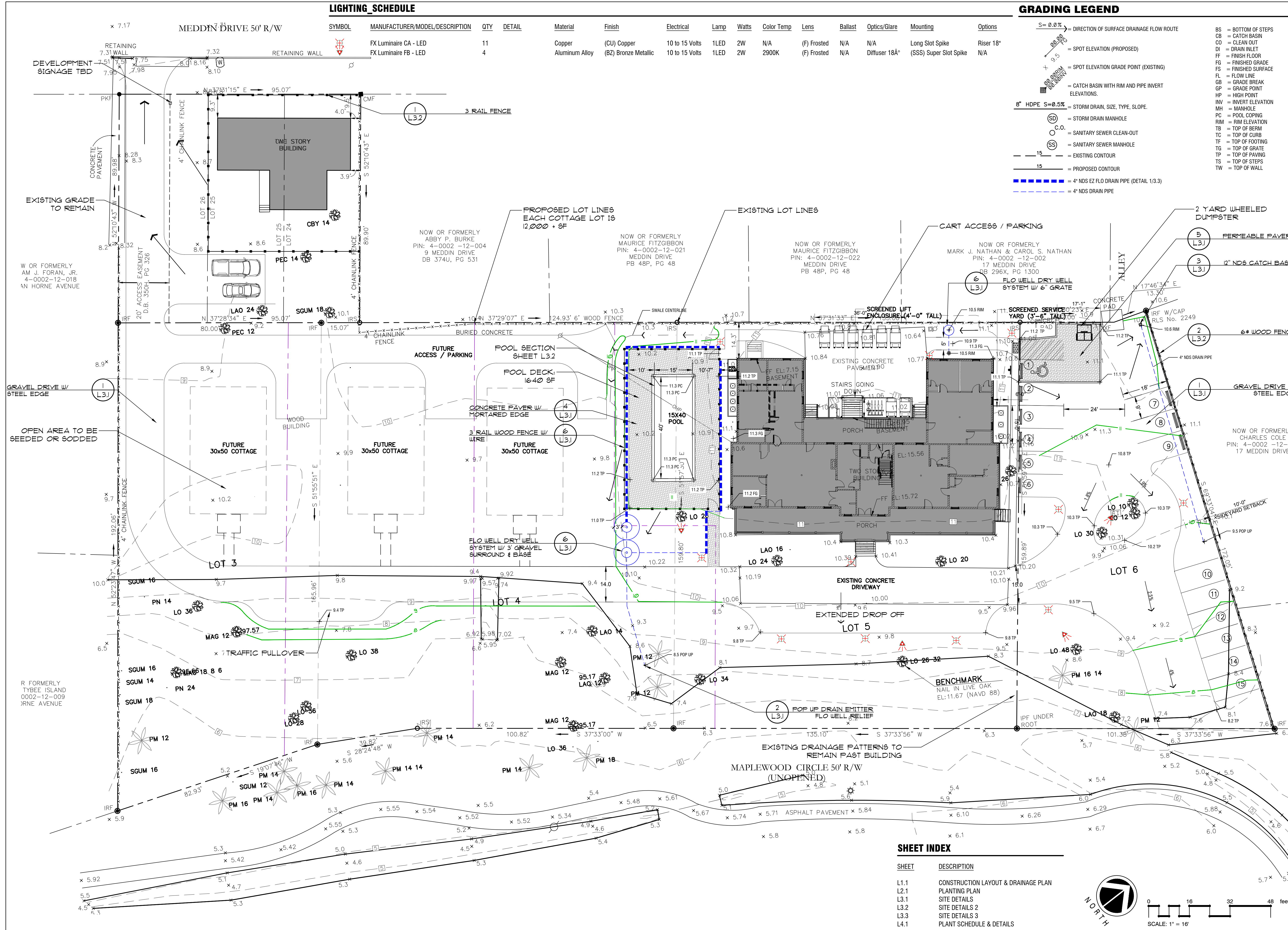
L11 Page 26

GRADING LEGEND

- S=0.0% = DIRECTION OF SURFACE DRAINAGE FLOW ROUTE
= SPOT ELEVATION (PROPOSED)
= SPOT ELEVATION GRADE POINT (EXISTING)
= CATCH BASIN WITH RIM AND PIPE INVERT ELEVATIONS.
8" HDPE S=0.5% = STORM DRAIN, SIZE, TYPE, SLOPE.
SD = STORM DRAIN MANHOLE
C.O. = SANITARY SEWER CLEAN-OUT
SS = SANITARY SEWER MANHOLE
= EXISTING CONTOUR
= PROPOSED CONTOUR
= 4" NDS EZ FLO DRAIN PIPE (DETAIL 1/3.3)
= 4" NDS DRAIN PIPE

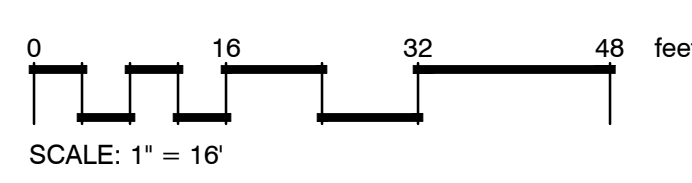
LIGHTING SCHEDULE

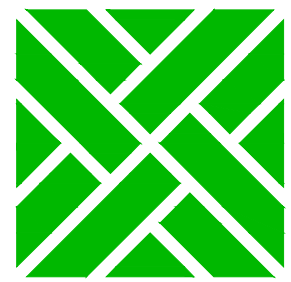
Table with columns: SYMBOL, MANUFACTURER/MODEL/DESCRIPTION, QTY, DETAIL, Material, Finish, Electrical, Lamp, Watts, Color Temp, Lens, Ballast, Optics/Glare, Mounting, Options.



SHEET INDEX

Table with columns: SHEET, DESCRIPTION. Lists sheets L1.1 through L4.1 and their descriptions.

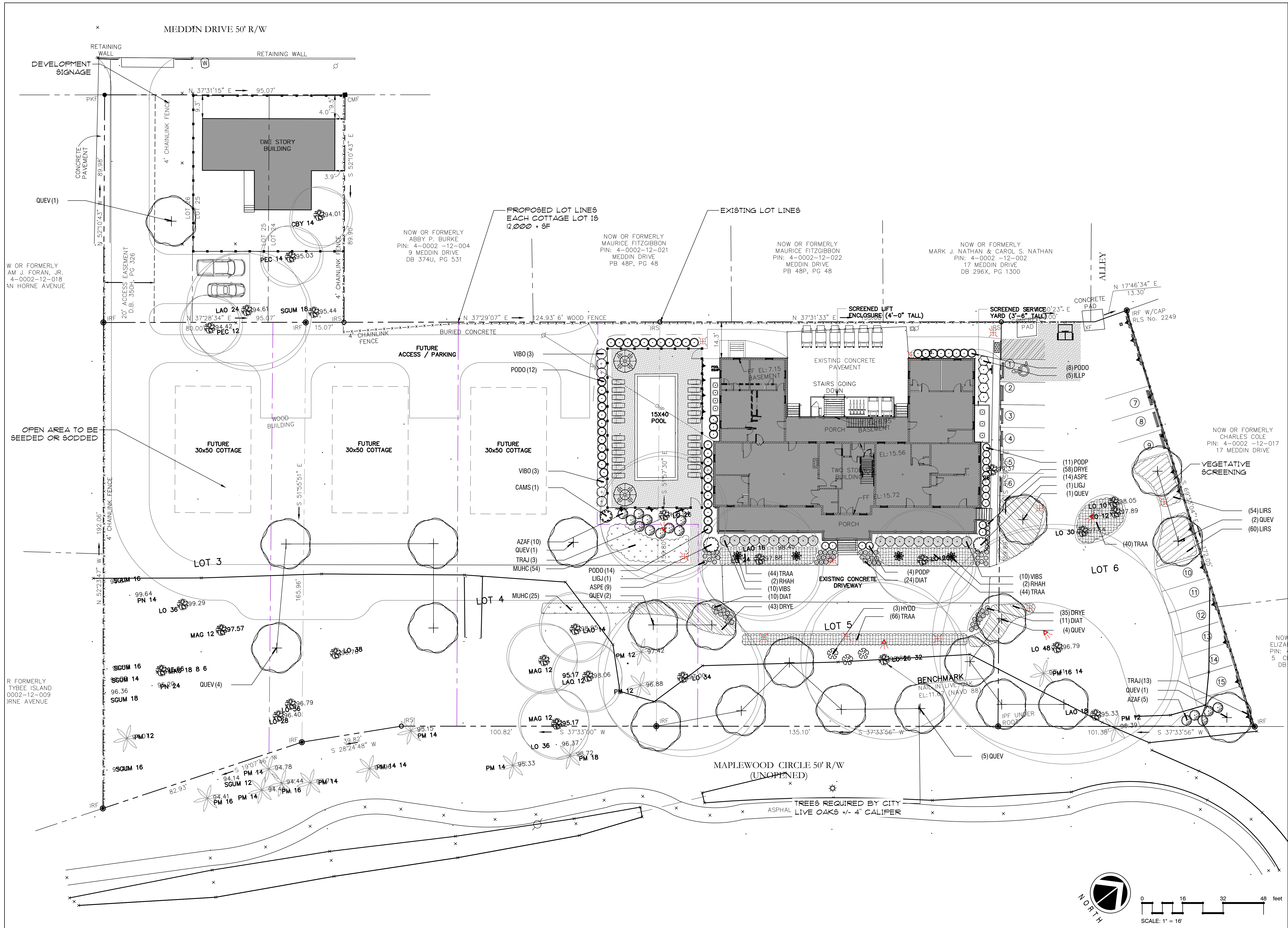




JACKSON & SMALL
ASSOCIATES
LANDSCAPE ARCHITECTURE

PO Box 1788
TYBEE ISLAND, GA 31328
912-704-1118
MICHAELSMALLASLA@GMAIL.COM

MEDDIN DRIVE DEVELOPMENT
15 MEDDIN DRIVE
TYBEE ISLAND, GEORGIA



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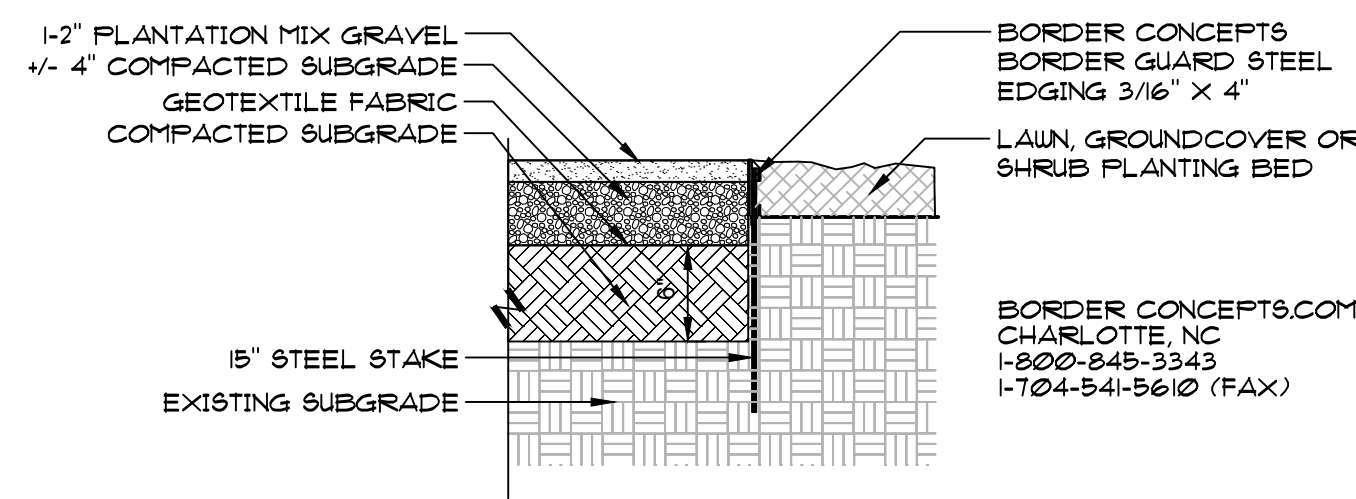
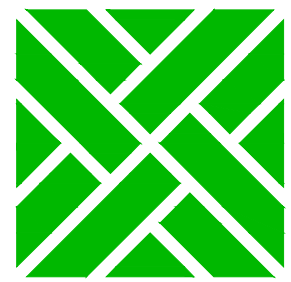
Date:	February 7, 2019
Project #:	
REVISIONS:	
No.	Date
	March 6, 2019
	March 27, 2019

Drawn By: MSS
Checked By: MSS
Project #: 0
Drawing Title

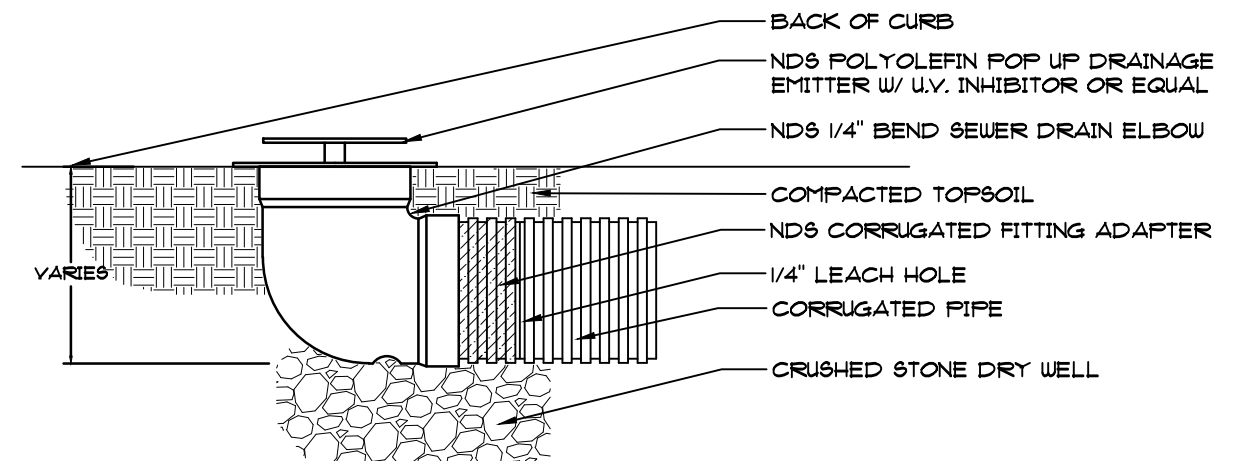
Planting Plan



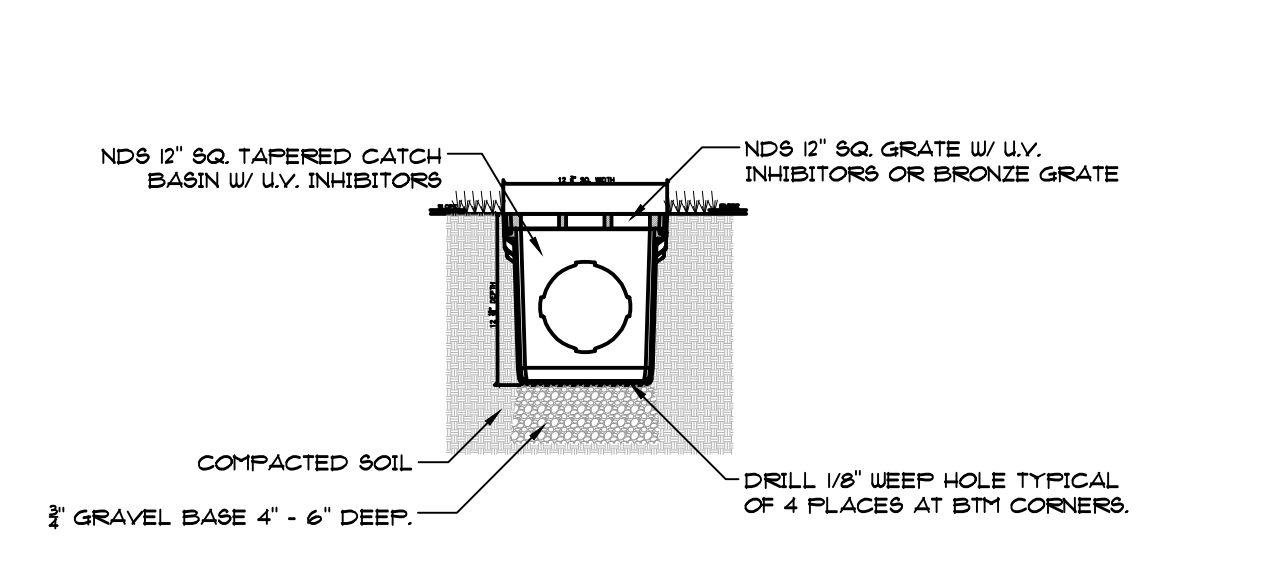
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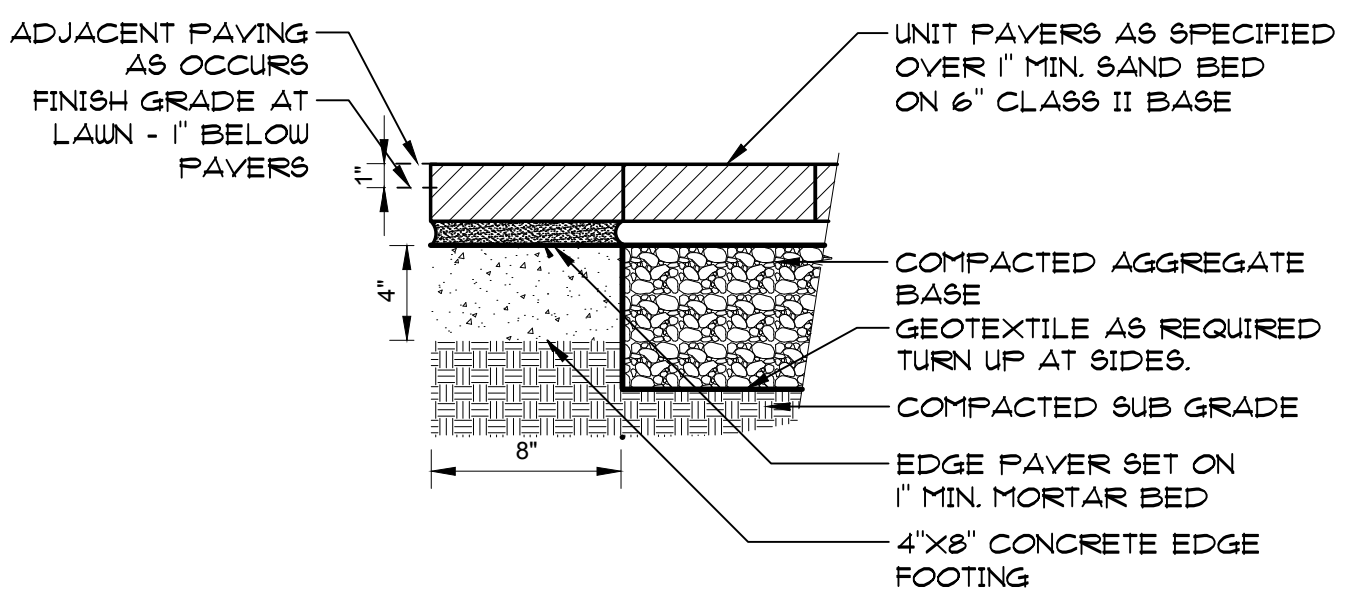
1 GRAVEL DRIVE W/ STEEL EDGE 1" = 1'-0"



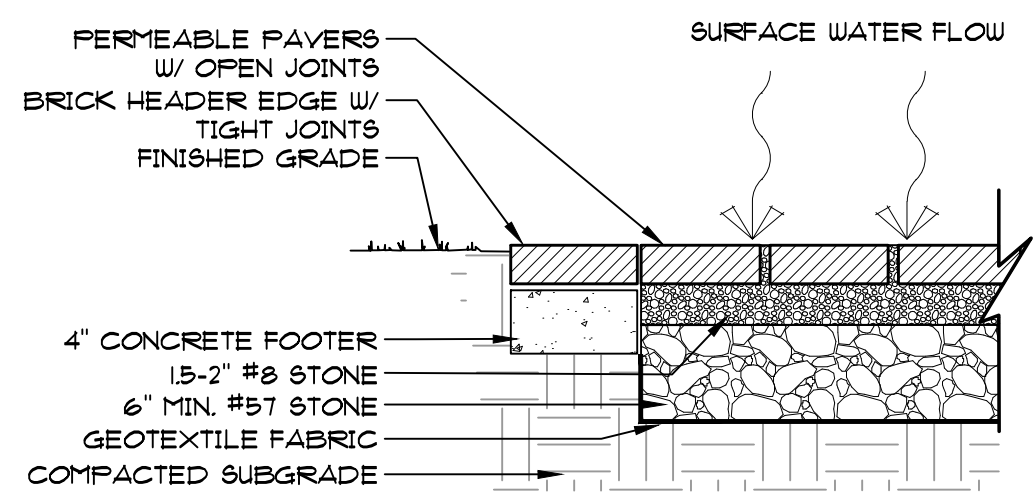
2 POP UP DRAIN EMITTER 3/4" = 1'-0" 334932-01



3 12" NDS CATCH BASIN 3/4" = 1'-0" 334931-01



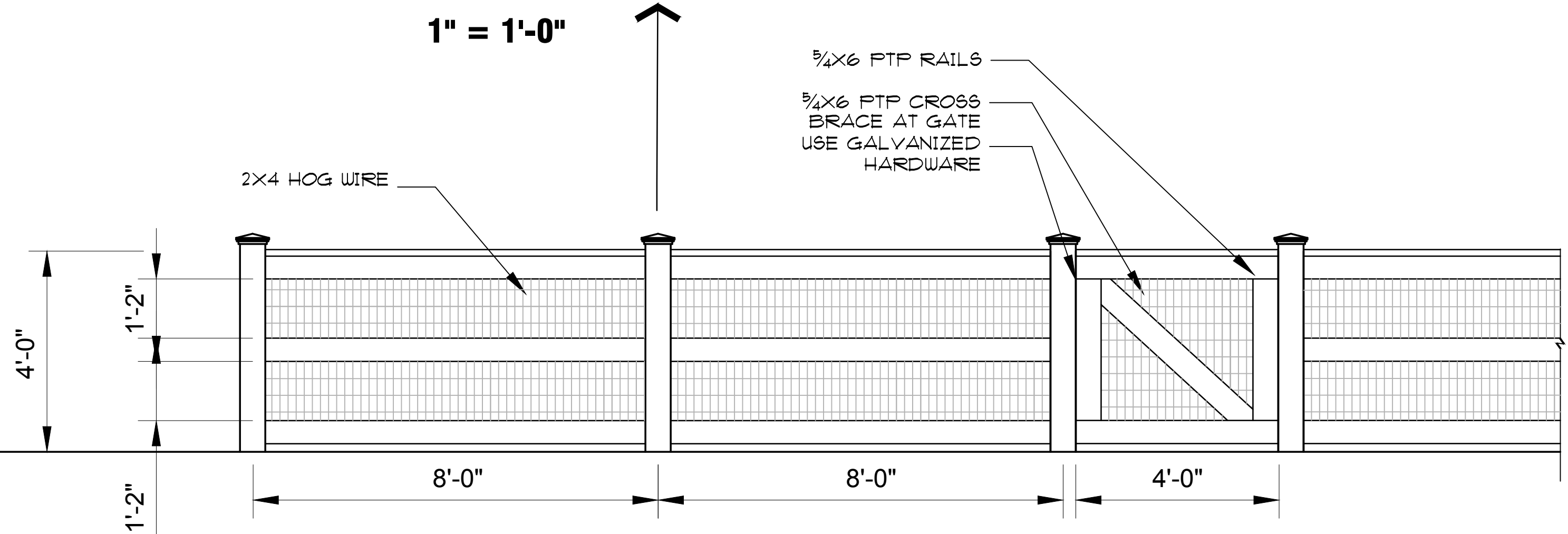
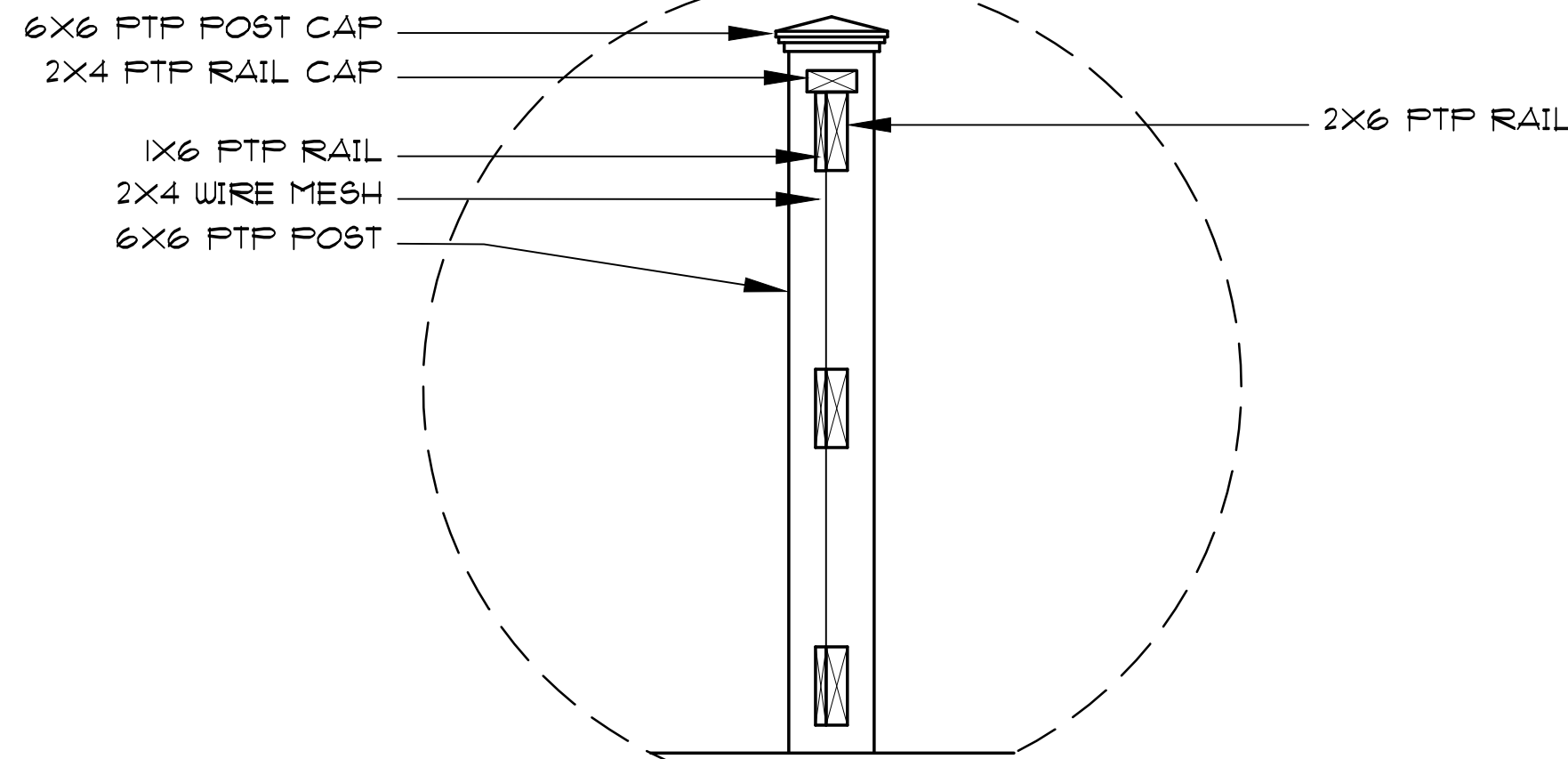
4 CONCRETE PAVER W/ MORTARED EDGE 1 1/2" = 1'-0" F-CO-01



5 PERMEABLE PAVERS 1" = 1'-0" F-CO-PER-02

CONSTRUCTION LAYOUT NOTES:

- 1. ANY DISCREPANCIES OR CONFLICTS FOUND IN THE VARIOUS PARTS OF THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR THE OWNER BEFORE STARTING WORK.
2. THE CONTRACTOR SHALL VERIFY ALL FIELD DIMENSIONS, DISTANCES AND CONDITIONS PRIOR TO STARTING WORK. DISCREPANCIES SHALL BE REPORTED TO OWNER AND L.A.
3. ALL MATERIALS AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS
4. DETAILS SHOWN ARE TYPICAL UNLESS OTHERWISE NOTED. SIMILAR DETAILS APPLY IN SIMILAR CONDITIONS.
5. ALL WORK SHALL COMPLY TO THE INTERNATIONAL BLDG. CODE, LATEST EDITION, AS ADOPTED BY THE COUNTY.
6. THE CONTRACTOR SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS REQUIRED FOR THE PROTECTION OF PUBLIC HEALTH, SAFETY, AND ENVIRONMENTAL HEALTH
7. SCOPE OF WORK: THE GENERAL SCOPE OF WORK INCLUDES, BUT IS NOT LIMITED TO, ALL LABOR, EQUIPMENT, AND MATERIALS FOR THE CONSTRUCTION OF ALL EXTERNAL LANDSCAPE ARCHITECTURAL, HARDSCAPE AND SOFTSCAPE ELEMENTS AS PER PLANS AND SPECIFICATIONS.
8. THE CONTRACTOR IS TO PROVIDE SLEEVING FOR ELECTRICAL AND IRRIGATION AND WILL HAVE TO VERIFY ALL NECESSARY SLEEVING BEFORE STARTING WORK.
9. WALKS AND PARKING AREAS TO BE STAKED IN FIELD BY CONTRACTOR. PLANTATION MIX SHALL BE SPREAD TO A THICKNESS OF 2". (IF APPLICABLE)
10. BRICK & CONCRETE WALKS ARE TO MATCH EXISTING WALKS UNLESS OTHERWISE SPECIFIED. (IF APPLICABLE)
11. ALL STEEL EDGING TO BE 3/16" THICK UNLESS OTHERWISE SPECIFIED. (IF APPLICABLE)



6 3 RAIL WOOD FENCE W/ WIRE 1/2" = 1'-0"

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Table with columns for Date, Project #, Revisions, No., and Date. Entry: March 27, 2019

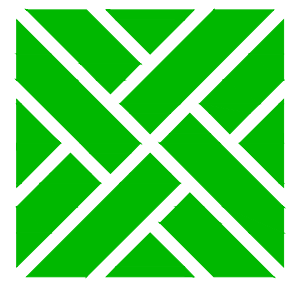
Drawn By: MSS
Checked By: MSS
Project #: 0

Drawing Title

Site Details



Drawing Number



JACKSON & SMALL ASSOCIATES LANDSCAPE ARCHITECTURE

PO Box 1788 TYBEE ISLAND, GA 31328 912-704-1118 MICHAELSMALLASLA@GMAIL.COM

MEDDIN DRIVE DEVELOPMENT 15 MEDDIN DRIVE TYBEE ISLAND, GEORGIA

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Date: February 7, 2019

Project #: 00

REVISIONS:

No. Date

1 March 6, 2019

2 March 27, 2019

Drawn By: MSS

Checked By: MSS

Project #: 0

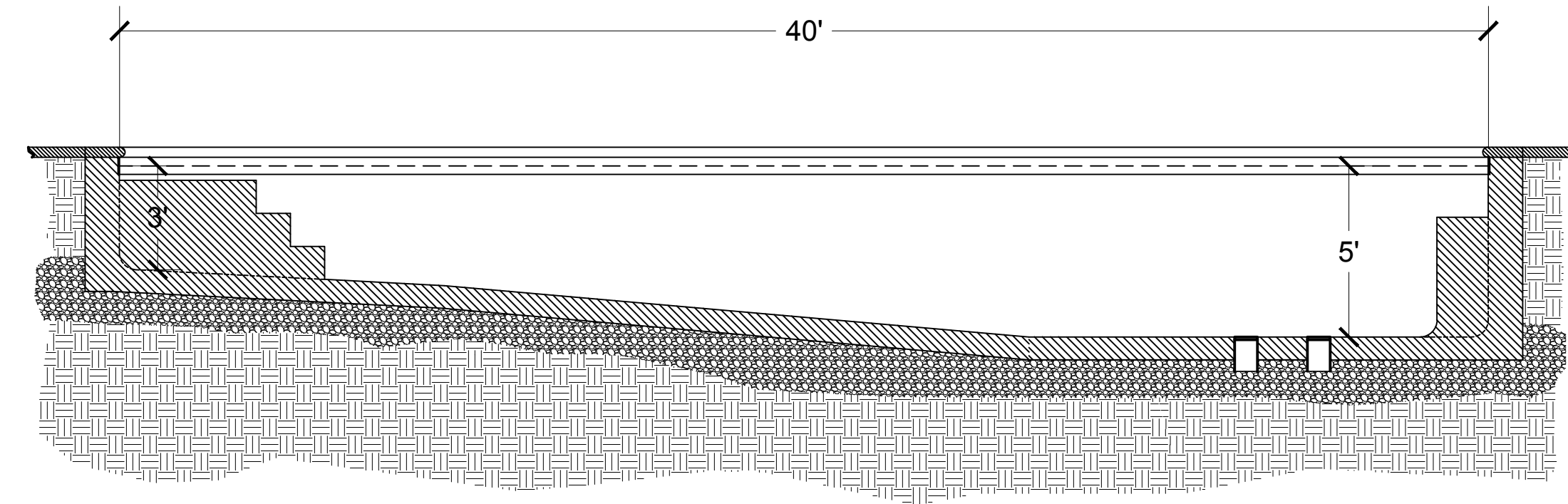
Drawing Title

Site Details 2

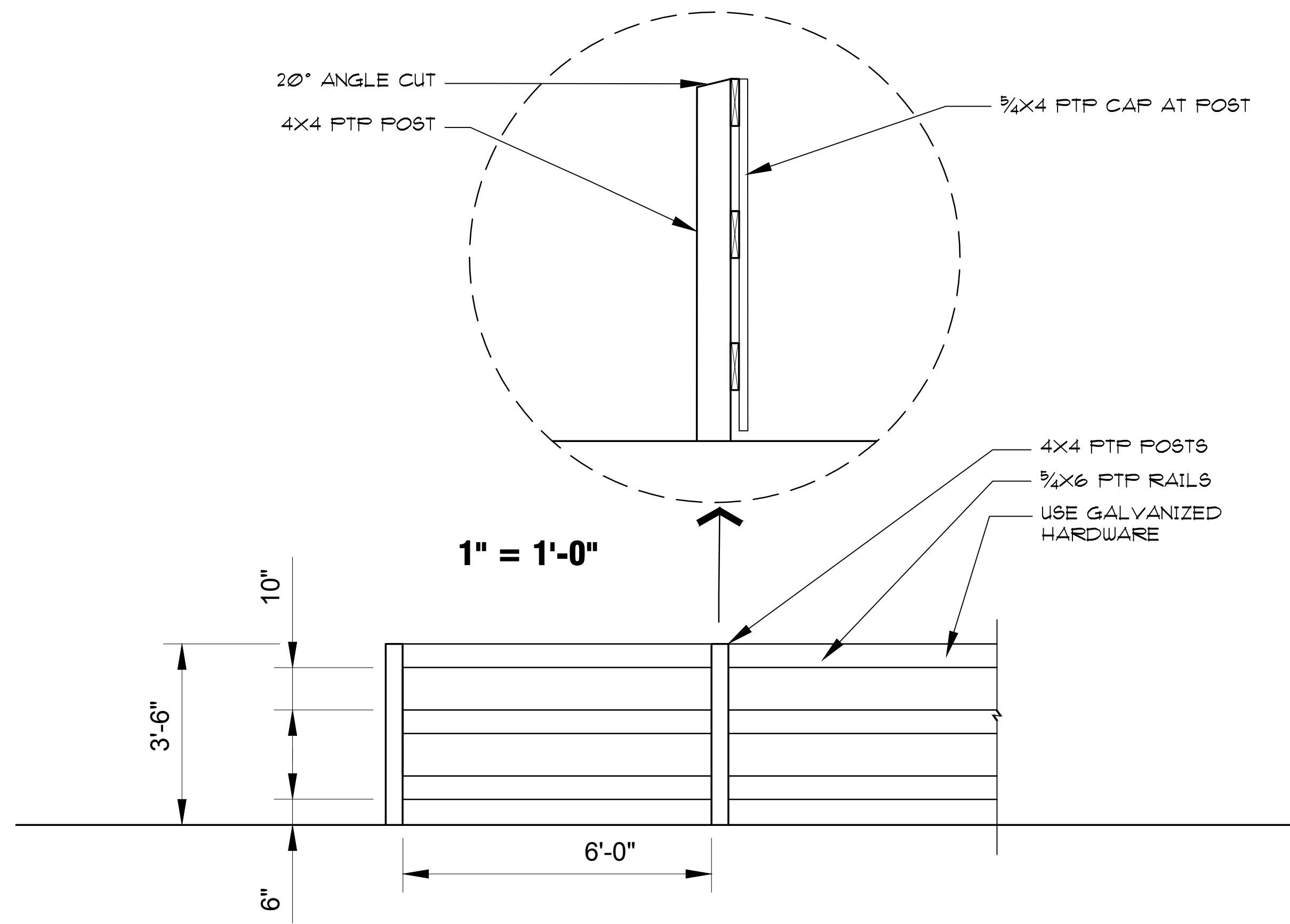


Drawing Number

L3.2 Page 29



00 POOL SECTION 1/4" = 1'-0"



1 3 RAIL FENCE 1/2" = 1'-0"

GRADING NOTES:

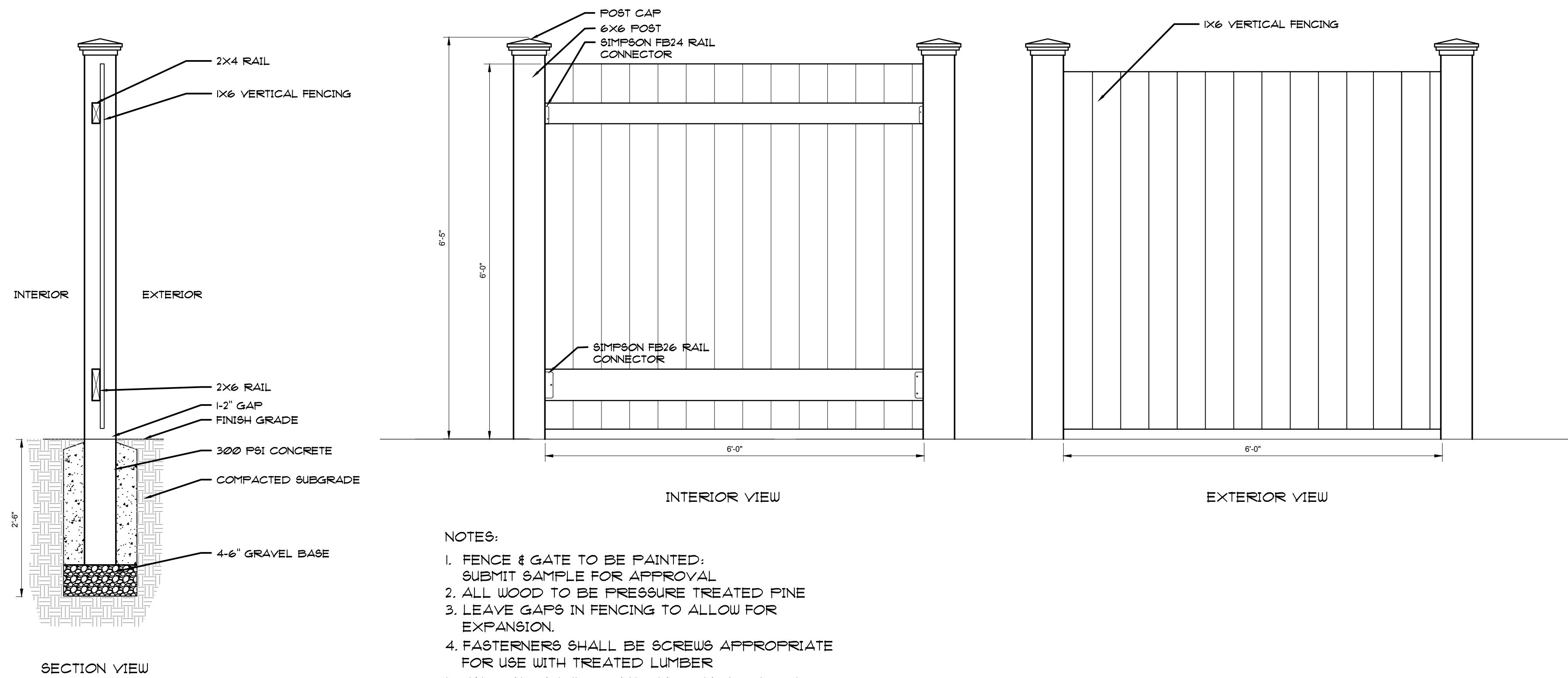
- 1. CONTRACTOR IS TO INSURE THAT SITE DRAINAGE WILL BE MAINTAINED WITHIN THE PROPERTY BOUNDARIES AND NO DRAINAGE WILL BE DIRECTED ONTO ADJACENT PROPERTIES.
2. CONSTRUCT SITE, DRIVEWAY AND SIDEWALKS TO ALLOW FOR DRAINAGE FLOW CONSISTENT WITH COMMUNITY AND PROPOSED GRADING AND DRAINAGE CONVEYANCE PLAN. PLAN ASSUMES GRADING ACTIVITY IS CONSISTENT WITH MASTER PLANNED COMMUNITY DRAINAGE CONVEYANCE AND TREATMENT.
3. CONTRACTOR TO VERIFY SITE UTILITY AND STORM WATER REQUIREMENTS AND ENSURE PROPOSED DRAINAGE COMPLIES WITH ANY PERMIT CONDITIONS. ALL CONSTRUCTION BMPs AND ANY APPLICABLE SCDHEC-OCRM PERMITTING IS ASSUMED TO BE HANDLED BY THE OWNER DIRECTLY.
4. PLAN IS PREPARED USING SITE PLAN & BUILDING INFORMATION PROVIDED BY THE ARCHITECT, AND TREE & TOPOGRAPHIC SURVEY PROVIDED BY THE SURVEYOR.
5. ALL PROPOSED DRAINAGE PIPE IS TO HAVE A POSITIVE OUTFLOW UNLESS OTHERWISE SPECIFIED BY L.A.
6. CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING AND PROPOSED UTILITIES AND IS RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO EXISTING AND PROPOSED UTILITIES.
7. CONTRACTOR SHALL BRING ANY GRADING DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR A DECISION PRIOR TO PROCEEDING.
8. CONTRACTOR TO PROVIDE A MINIMUM OF 1.5% SLOPE FOR A DISTANCE OF 5 FEET AWAY FROM ALL EXISTING AND PROPOSED STRUCTURES. ENSURE POSITIVE DRAINAGE TOWARD DRAINAGE SWALES AND CATCH BASINS IN ALL LOCATIONS TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT.
9. GRADING AROUND EXISTING TREES SHALL BE DONE BY HAND AND NO ROOTS SHOULD BE CUT FOR THE PURPOSE OF INSTALLATION OF DRAINAGE STRUCTURES OR SWALES.

LIGHTING NOTES:

- 1. ALL EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.
2. HAND TRENCHING IS REQUIRED FOR ALL WIRING WITHIN DRIP LINES OF ALL TREES GREATER THAN 16" CALIPER OR GREATER FOR MINIMAL DAMAGE TO ROOTS AND ROOTZONE.
3. THE CONTRACTOR SHALL ENGINEER THE ELECTRICAL SYSTEM BASED ON THE MANUFACTURER'S SPECIFICATIONS, THE LOCATION AND TYPE OF FIXTURE AS SHOWN ON THE PLAN. PROPERLY SIZED WIRING, TRANSFORMERS, ACCESSORIES, ETC. SHALL BE PROVIDED BY THE CONTRACTOR AS NECESSARY TO PROVIDE A COMPLETE LIGHTING SYSTEM.
4. LOW VOLTAGE LIGHTING TO BE CONTROLLED BY A TIMER UNLESS OTHERWISE SPECIFIED BY L.A. OR OWNER.
5. CONTRACTOR TO PROVIDE AS-BUILT DRAWINGS UPON COMPLETION PRIOR TO FINAL PAYMENT.

IRRIGATION NOTES:

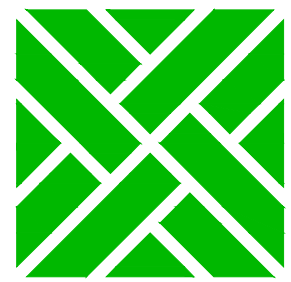
- 1. PROVIDE 100% COVERAGE OF PLANT BEDS, GRASS AREAS, AND NEWLY PLANTED BUFFERS.
2. HAND TRENCHING IS REQUIRED FOR ALL PIPE WITHIN DRIP LINES OF ALL TREES GREATER THAN 16" CALIPER OR GREATER FOR MINIMAL DAMAGE TO ROOTS AND ROOTZONE.
3. PROVIDE AUTOMATIC TIMER CONTROL (ELECTRIC) & RAIN SENSOR COORDINATE LOCATION W/ OWNER.
4. INCORPORATE ZONES THAT SEPARATE GRASS AREAS FROM PLANT BEDS.
5. AVOID IRRIGATION OF ROADS, PARKING AND WALKS.
6. CONTRACTOR TO PROVIDE AS-BUILT DRAWING LOCATING VALVES AND MAINLINE. GOVERNING MUNICIPALITY AND TO CONFORM TO ALL APPLICABLE CODES.



2 6' WOOD FENCE 3/4" = 1'-0"

NOTES:

- 1. FENCE & GATE TO BE PAINTED; SUBMIT SAMPLE FOR APPROVAL
2. ALL WOOD TO BE PRESSURE TREATED PINE
3. LEAVE GAPS IN FENCING TO ALLOW FOR EXPANSION.
4. FASTENERS SHALL BE SCREWS APPROPRIATE FOR USE WITH TREATED LUMBER
5. USE GALVANIZED GATE HARDWARE - TO BE APPROVED BY LANDSCAPE ARCHITECT
6. HEIGHTS MAY VARY - SEE PLAN



JACKSON & SMALL
ASSOCIATES
LANDSCAPE ARCHITECTURE
PO BOX 1788
TYBEE ISLAND, GA 31328
912-704-1118
MICHAELSMALLASLA@GMAIL.COM

MEDDIN DRIVE DEVELOPMENT
15 MEDDIN DRIVE
TYBEE ISLAND, GEORGIA

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Date: February 7, 2019

Project #: _____

REVISIONS:

No. Date

March 6, 2019

March 27, 2019



Drawing Number

L3.3
Page 30

3/27/2019 Flo-well Calculator

NDS Flo-Well Calculator

Step 1:
Enter the Square Feet of Drainage Area 1 (Ex. Roof)
1640
Enter the Square Feet of Drainage Area 2 (Ex. Grass)
0

Step 2:
Choose the Coefficient of Runoff for Area 1
1.0 (Concrete/Asph)
Choose the Coefficient of Runoff for Area 2
0.35 (Grass)

Step 3:
Choose the 25 Year Rainfall (see rainfall_map). 2.5 in/hr

Step 4:
Enter the depth of the (Dimension A) 3
Enter the thickness of Well (Dimension B) 3

Step 5:
Enter the thickness of Well (Dimension B) 3

Step 6:
Press the Calculate button

Step 7: View results:

Runoff	42.61 GPM
	0.1 CFS
Volume of water to be stored	1278.30 Gallons
	170.90 Cubic feet

of Flo-Well Needed 2

Amount of Gravel Needed
13.98 Cubic yards
378.65 Cubic feet

Download Installation Details
Download Flo-Well TMI Installation Detail
Download Flo-Well TMI Installation Detail

25-YEAR RAINFALL MAP

https://www.ndspro.com/flo-well-calculator/ 1/21

NDS, INC.
851 NORTH HARVARD AVE.
LINDSAY, CA 93247
TOLL FREE: 1-800-726-1994
PHONE: (559) 562-9888
FAX: (559) 562-4488
www.ndspro.com

3 FLO-WELL DRY WELL SYSTEM

FLO-WELL INSTALLATION DETAIL - LOAD CLASS "A" & "B" - GRAVEL INSTALLATION DETAIL, MULTIPLE FLO-WELL - LATERAL CONNECTION

REVISION DATE 3-6-2015

NDS, INC.
851 NORTH HARVARD AVE.
LINDSAY, CA 93247
TOLL FREE: 1-800-726-1994
PHONE: (559) 562-9888
FAX: (559) 562-4488
www.ndspro.com

2 FLO-WELL DRY WELL SYSTEM

FLO-WELL INSTALLATION DETAIL - LOAD CLASS "A" & "B" - GRAVEL INSTALLATION DETAIL

REVISION DATE 3-6-2015

1 NDS EZFLOW SUBSURFACE DRAINAGE SYSTEM

REVISION DATE 3-6-2015

STANDARD CONSTRUCTION DETAILS

HANDICAP PARKING SIGN DETAIL

PLATE NUMBER: P14

APPROVED: _____

SIGNATURE ON FILE: _____

CITY ENGINEER

SCALE: N.T.S.

DATED: JANUARY 2009

STANDARD CONSTRUCTION DETAILS

ADA HANDICAP PARKING SPACE STRIPING DETAIL

PLATE NUMBER: P15

APPROVED: _____

SIGNATURE ON FILE: _____

CITY ENGINEER

SCALE: N.T.S.

DATED: FEBRUARY 2009

FX Luminaire

NP UPLIGHT

DETAIL LEGEND

- FX Luminaire NP fixture. See plan legend for wattage, beam spread and accessories.
- Trim fixture a minimum of 10' off vertical to allow water and dirt to drain off lens cap.
- FX Luminaire Long Slot Spike mount.
- Finished grade.
- Direct bury, UF/UL copper, low voltage cable with 3M DBRY-6 direct bury splice kit. Leave 18' minimum wire loop coiled below fixture for service.

NOTES

- Installation to be completed in accordance with manufacturer's specifications.
- Accepts 10-15 volts - AC or DC
- See plan legend for LED board option, beam spreads, and accessories.
- Always refer to FX product installation notes prior to installation.

FX Luminaire

CA PATH LIGHT LONG SLOT SPIKE

DETAIL LEGEND

- FX LUMINAIRE CA FIXTURE. SEE PLAN LEGEND FOR WATTAGE, BEAM SPREAD AND ACCESSORIES.
- TWIST TOP ASSEMBLY CLOCKWISE ONTO RISER UNTIL THE GAP BETWEEN THE LENS AND BRASS REDUCER IS COMPLETELY SEALED.
- FX LUMINAIRE LONG SLOT SPIKE MOUNT.
- FINISHED GRADE.
- DIRECT BURY, UF/UL COPPER, LOW VOLTAGE CABLE WITH 3M DBRY-6 DIRECT BURY SPLICE KIT. LEAVE 18' MINIMUM WIRE LOOP COILED BELOW FIXTURE FOR SERVICE.
- SEE PLAN LEGEND FOR WATTAGE AND ACCESSORIES.

NOTES

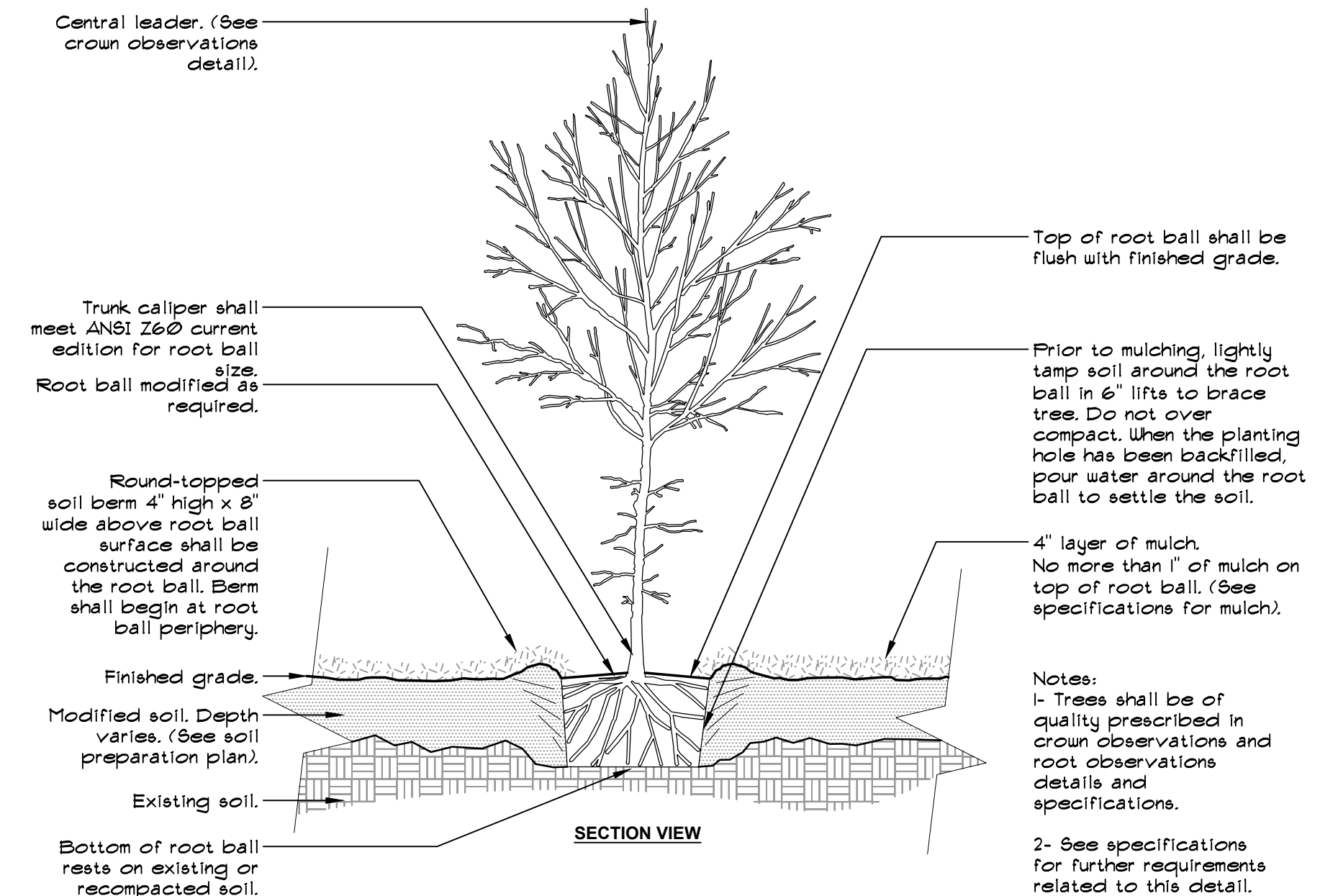
- INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- ACCEPTS 10-15 VOLTS - AC OR DC
- SEE PLAN LEGEND FOR LED BOARD AND ACCESSORIES.
- ALWAYS REFER TO FX PRODUCT INSTALLATION NOTES PRIOR TO INSTALLATION.

PLANT SCHEDULE

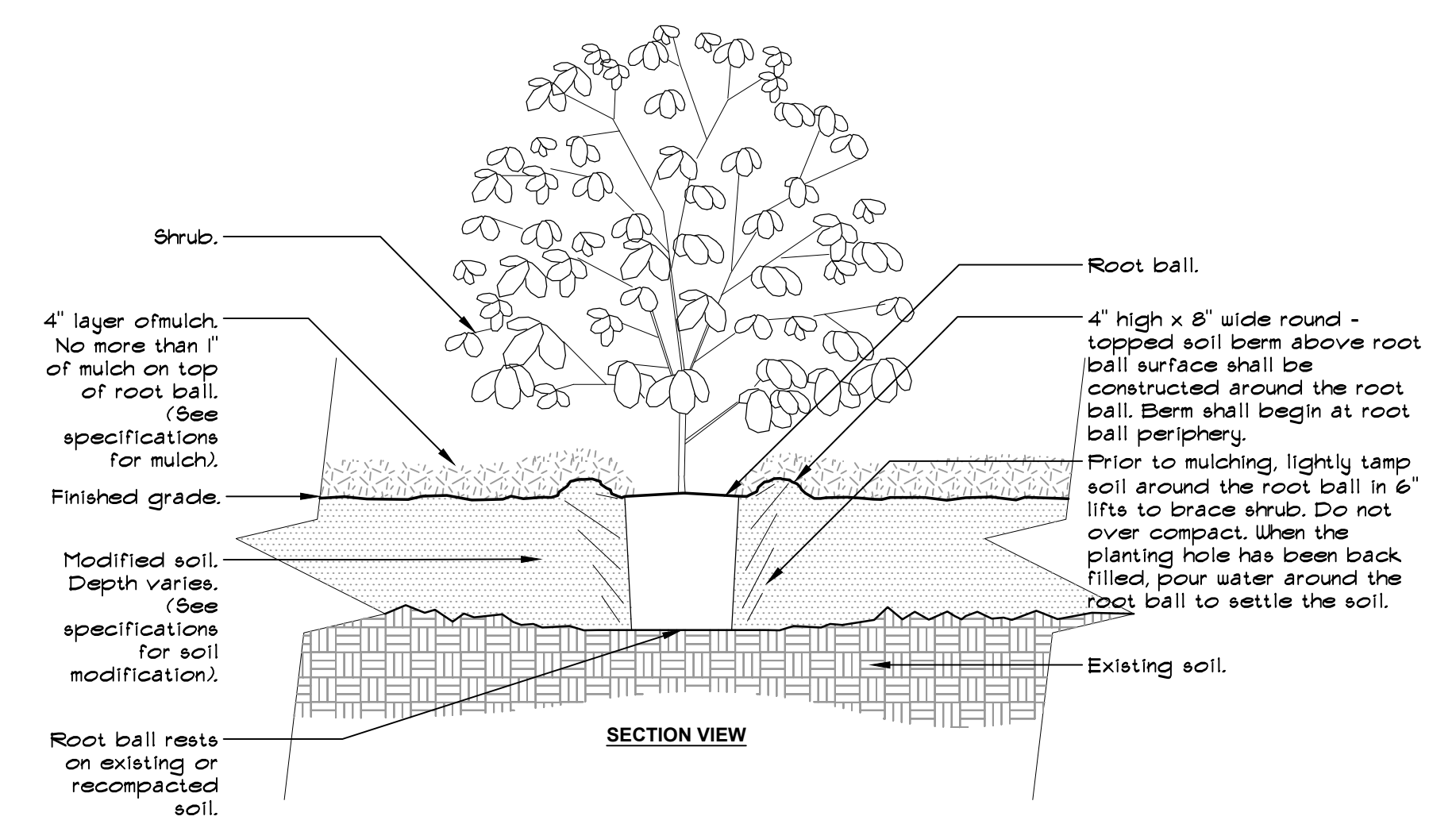
TREES	QTY	COMMON / BOTANICAL NAME	CAL	CONT.	HEIGHT/SPREAD	REMARKS	
QUEV	21	Southern Live Oak <i>Quercus virginiana</i>	4" Cal	B&B	12-15' H		
SHRUBS	QTY	COMMON / BOTANICAL NAME	CONT.	HEIGHT/SPREAD	LQP	REMARKS	
ILLP	5	Anise Tree <i>Illicium parviflorum</i>	7 gal	30-36"			
ASPE	23	Cast Iron Plant <i>Aspidistra elatior</i>	3 gal	15-18"			
PODP	15	Dwarf Podocarpus <i>Podocarpus macrophyllus</i> 'Dwarf Pringles'	7 gal	24-30"			
DIAT	45	Flax Lily <i>Dianella tasmanica</i>	3 gal	10-12"			
AZAF	15	Formosa Azalea <i>Azalea indica</i>	7 gal	30-36"			
HYDD	3	French Hydrangea <i>Hydrangea macrophylla</i> 'Dooley'	7 gal	24-30"			
LIGJ	2	Japanese Privet <i>Ligustrum japonicum</i>	15 gal	4-5'			
RHAH	4	Needle Palm <i>Rhapidophyllum hystrix</i>	15 gal	2-3'			
PODO	45	Podocarpus <i>Podocarpus macrophyllus</i>	15 gal	30-36"			
VIBS	20	Sandankwa Viburnum <i>Viburnum suspensum</i>	7 gal	30-36"			
CAMS	1	Shell Pink Camellia <i>Camellia sasanqua</i> 'Jean May'	15 gal	3-4'			
VIBO	6	Sweet Viburnum <i>Viburnum odoratissimum</i>	7 gal	3-4'			
VINE/ESPALIER	QTY	COMMON / BOTANICAL NAME	CONT.	HEIGHT/SPREAD	LQP	REMARKS	
TRAJ	20	Confederate Jasmine <i>Trachelospermum jasminoides</i> 'Confederate'	3 gal	2-3'			
GROUND COVERS	QTY	COMMON / BOTANICAL NAME	CONT.	HEIGHT/SPREAD	LQP	SPACING	REMARKS
TRAA	194	Asiatic Jasmine <i>Trachelospermum asiaticum</i> 'Asiatic'	1 gal	4-6"		30" o.c.	
DRYE	136	Autumn Fern <i>Dryopteris erythrosora</i>	1 gal	10-12"		30" o.c.	
LIRS	114	Super Blue Liriope <i>Liriope muscari</i> 'Super Blue'	1 gal	8-10"		24" o.c.	
GRASSES	QTY	COMMON / BOTANICAL NAME	CONT.	HEIGHT/SPREAD	LQP	SPACING	REMARKS
MUHC	79	Pink Muhly <i>Muhlenbergia capillaris</i>	1 gal	12-15"		30" o.c.	

PLANTING NOTES:

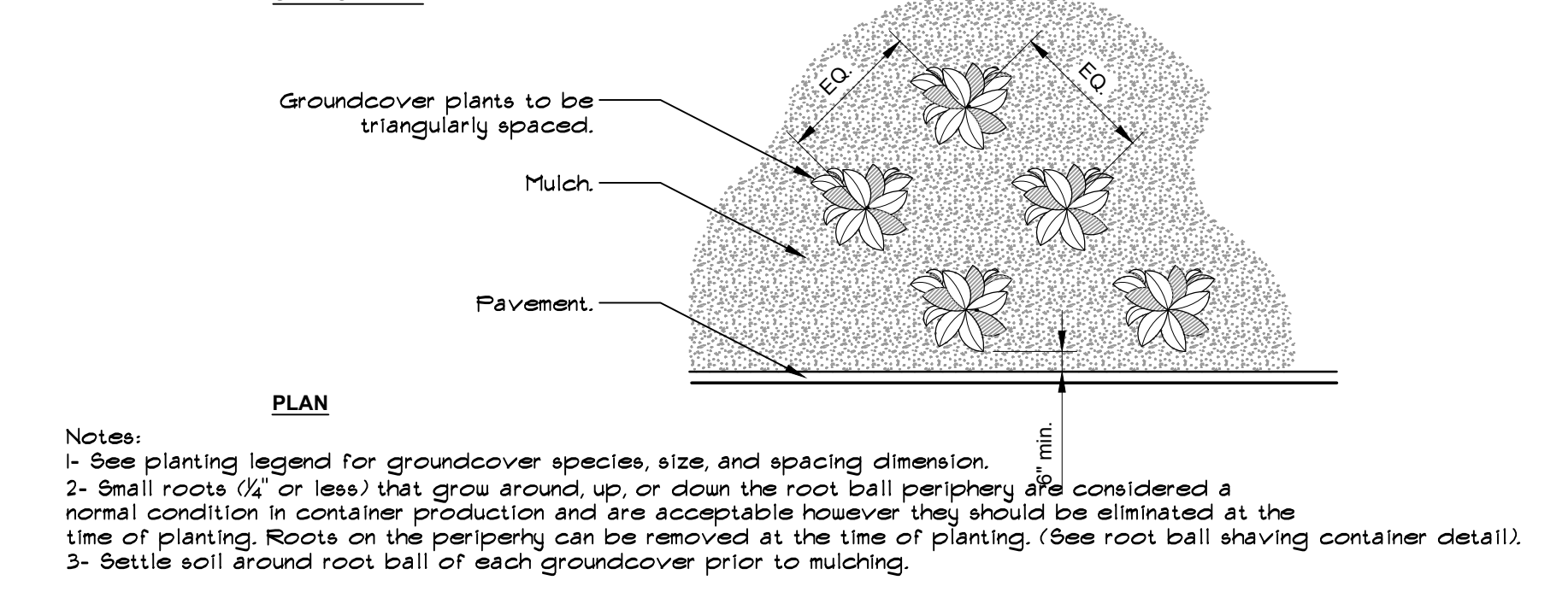
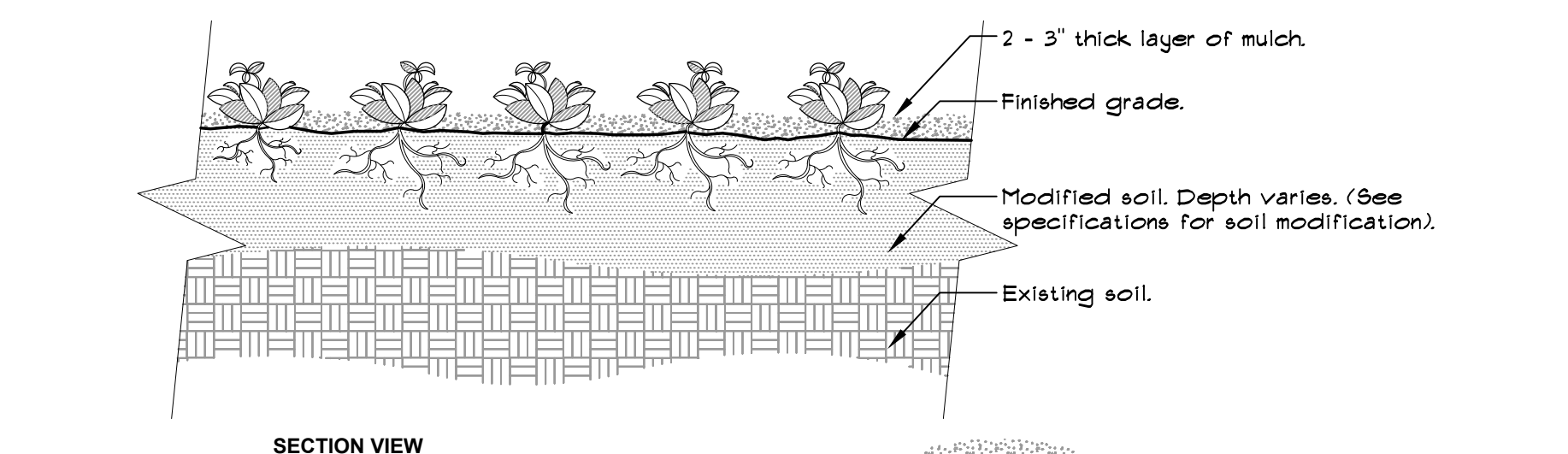
- CONTRACTOR SHALL PROVIDE A SOIL ANALYSIS BY A QUALIFIED SOIL-TESTING LABORATORY RECOGNIZED BY THE STATE DEPARTMENT OF AGRICULTURE STATING PERCENTAGES OF ORGANIC MATTER, GRADATION OF SAND, SILT, AND CLAY CONTENT, CATION EXCHANGE CAPACITY, DELETERIOUS MATERIAL, pH, AND MINERAL AND PLANT-NUTRIENT CONTENT OF TOPSOIL. REPORT TO BE PROVIDED TO OWNER'S REPRESENTATIVE. CONTRACTOR TO FURNISH SUITABILITY REPORT OF TOPSOIL FOR LAWN AND PLANT GROWTH. STATE RECOMMENDED QUANTITIES OF NITROGEN, PHOSPHOROUS, AND POTASH NUTRIENTS AND SOIL AMENDMENTS TO BE ADDED TO PRODUCE A SATISFACTORY TOPSOIL. IF ADDITIONAL TOPSOIL IS REQUIRED, CONTRACTOR TO PROVIDE STOCKPILED TOPSOIL OR IMPORTED OR MANUFACTURED TOPSOIL FREE OF ROOTS, PLANTS, SOD, STONES, CLAY LUMPS, AND OTHER EXTRANEUS MATERIALS HARMFUL TO PLANT GROWTH AND HAVING THE APPROPRIATE PERCENTAGES AS RECOMMENDED BY SUITABILITY REPORT.
- ANY DEVIATION FROM THESE PLANS MUST BE SPECIFICALLY APPROVED BY LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.
- NOTIFY LANDSCAPE ARCHITECT OF ANY SITE CONDITIONS WHICH MAY NECESSITATE MODIFICATION TO THE PLAN. LANDSCAPE ARCHITECT SHALL, IF NECESSARY, MAKE "IN-FIELD MODIFICATIONS".
- FINE GRADING SHALL CONSIST OF HAND RAKED SMOOTH, FREE OF DEBRIS, ALL AREAS TO RECEIVE LANDSCAPE PLANTING AND/OR PINE STRAW MULCH.
- CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND PROMPTLY REPORTING ANY DISCREPANCIES.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING EXISTING AND PROPOSED UTILITIES AND IS RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR TO EXISTING AND PROPOSED UTILITIES.
- CONTRACTOR TO SUPPLY AUTOMATIC IRRIGATION SYSTEM, COMPLETE AND INSTALLED. SYSTEM TO INCLUDE ALL VALVES, PIPES, HEADS, FITTINGS AND BACKFLOW CONTROLLER, AND TO PROVIDE 100% COVERAGE OF ALL SOD, SPRIG AND PLANTING BEDS. SEE IRRIGATION PLANS FOR INFORMATION.
- MULCH ALL PLANTING BEDS WITH PINE STRAW TO A 4" DEPTH.
- CONTRACTOR VERIFIES THAT ALL PLANT MATERIAL IS DETERMINED AVAILABLE AS SPECIFIED WHEN BID/PROPOSAL IS SUBMITTED.
- PLANT SCHEDULE WAS PREPARED FOR ESTIMATING PURPOSES. CONTRACTOR SHALL MAKE OWN QUANTITY TAKEOFFS USING DRAWINGS TO DETERMINE QUANTITIES TO HIS SATISFACTION, REPORTING PROMPTLY ANY DISCREPANCIES WHICH MAY AFFECT BIDDING.
- ROOT TYPE MAY BE FREELY SUBSTITUTED IN CASE OF BALLED-IN-BURLAP OR CONTAINER. OTHER SPECIFICATIONS REMAINING UNCHANGED, EXCEPT IN THE CASE OF CONTAINER GROWN SPECIMEN TREES AS INDICATED IN THE TREE PLANTING SCHEDULE.
- AREAS SHOWN WITH SOD ARE APPROXIMATE. ADDITIONAL SOD MAY BE REQUIRED DURING INSTALLATION.
- ALL TREE SHRUBS, & GROUNDCOVERS ARE TO BE GUARANTEED FOR A PERIOD OF 1 YEAR BEGINNING UPON ACCEPTANCE.
- CONTRACTOR IS RESPONSIBLE FOR STAKING ANY PLANT MATERIALS IN HIGH WIND SITUATIONS OR ANY OTHER THAT WOULD REQUIRE STAKING. CONSULT L.A. FOR PROPER STAKING TECHNIQUES.



1 TREE W/ BERM (EXISTING SOIL MODIFIED)
1/2" = 1'-0"



2 SHRUB - MODIFIED SOIL
3/4" = 1'-0"



3 GROUNDCOVER
3/4" = 1'-0"

The designs and concepts shown are the sole property of Michael S. Small LLC and may not be used without the prior written consent of Michael S. Small LLC.

Date:	February 7, 2019
Project #:	
REVISIONS:	
No.	Date
	March 6, 2019
	March 27, 2019

Drawn By: MSS
Checked By: MSS
Project #: 0
Drawing Title

Plant Schedule & Details



Drawing Number

Item Attachment Documents:

15. Georgia Power Company Distributed Generation Agreement

***Distributed Generation (“RNR”) Service Agreement
Georgia Power Company***

Subject to the terms and provisions of O.C.G.A. § 46-3-50 et seq. (The Georgia Cogeneration and Distributed Generation Act of 2001) and the rules, regulations and tariffs of Georgia Power Company (“Company”), the undersigned Provider herewith applies for metering and interconnection service and the provision of a distributed generation energy supply to the Company as follows:

Georgia Power Customer Information:

Provider’s Name (Should be the same as on the Georgia Power Account)

Project’s Service Address

Georgia Power Account Number

Provider’s Mailing Address

Contact Person, if different than account name

Phone Number

E-mail Address

Fax Number

Network Underground Customer? Yes* No

*If yes, contact the Georgia Power Distributed Generation Project Manager at GPCGoRenew@southernco.com before completing.

Installer Information:

Name

Phone Number

Address

Installation Company

E-mail Address

Fax Number

GENERATOR INFORMATION

The Provider or Provider’s designated representative shall supply the following information. All applicable items must be completed in order that the Company may review the Provider’s generating facilities for interconnection with the Company’s distribution system. It is the Provider’s responsibility to construct and maintain an interconnected generator that meets safety, power quality, and interconnection requirements as specified in the Southern Company document entitled “Parallel Operation of Generation on the Distribution System”.

Manufacturer & Model Number

Type (Wind-Turbine, Photovoltaic, or Fuel cell, etc.): _____

DC (Nameplate) Kilowatt (kW) Rating: _____

Kilovolt-Ampere (kVA) Rating: _____

Voltage Rating: _____ Ampere Rating: _____

Number of Phases: _____ Frequency: _____

Is this an induction generator? Yes No

If yes, reactive power (in VARs) required is _____ at no load and _____ at full load.

Do you plan to export power? Yes No

If yes, annual energy amount Provider expects to export (kWh): _____

Expected Start-up Date: ____/____/____

Is the normal operation of this generator intended to provide power to meet base load, demand management, standby, back-up, or other? (Please describe): _____

Is the required one line diagram attached? Yes No

If no, please explain: _____

Is the list of specifications on protective devices attached? Yes No

Is the layout sketch showing lockable, “visible” disconnect device attached? Yes No

METERING, INTERCONNECTION, AND BILLING INFORMATION

Terms and conditions of [Renewable and Nonrenewable Resources Tariff \(RNR-8\)](#) (or its successor) as approved by the Georgia Public Service Commission (GPSC) are incorporated by reference in this document. Company reserves the right to modify this agreement during its term based upon modification of RNR-8 (or its successor) terms and conditions as approved by the GPSC.

The Single Directional Metering Option requires two (2) meters and is only available for solar photovoltaic facilities. All of the solar energy produced is measured through the additional meter and purchased by the Company according to RNR-8 (or its successor). The Bi-directional Metering Option requires one (1) meter capable of measuring electricity flow in both directions and is available to all technologies, including solar.

Company agrees to compensate Provider for energy deliveries according to the “Payment for Energy” section of RNR-8 (or its successor). Purchases under the Bi-directional Metering Option are only for the energy generated by the Provider, and the Provider retains environmental attributes. Purchases under the Single Directional Metering Option, for contracts executed before January 1, 2011, include any environmental attributes, however denominated, including all benefits and entitlements in addition to the electrical output. Purchases under the Single Directional Metering Option, for contracts executed after January 1, 2011, do not include any environmental attributes and the energy shall be purchased at avoided cost pricing. Such compensation may increase and/or decrease during the contract term according to current GPSC policy.

Provider selects the following metering option: Single Bi-directional

Provider’s equipment shall be engineered, designed, installed, maintained and operated by Provider at Provider’s own expense. Provider shall provide all equipment necessary to meet applicable safety, power quality and interconnection requirements established, from time to time, by the National Electrical Code, National Electric Safety Code, the Institute of Electrical and Electronic Engineers and Underwriters Laboratories. Provider shall comply with the requirements for parallel operation as established in the latest edition of Southern Company Parallel Operation of Generation on the Distribution System document. Copies of such requirements and O.C.G.A. § 46-3-50 et seq. are available from the Company.

Company agrees to provide interconnection and metering capability at the above listed service address at Provider’s expense. In addition to any initial interconnection and metering installation costs, the Provider is also responsible for all monthly and on-going operation and maintenance costs. Based on existing facilities and project scope, Company reserves the right to require that Provider execute the Company’s Interconnection Agreement if Provider’s generator interconnection requires Company facilities other than a meter.

Provider shall pay a monthly metering service charge as specified in RNR-8 (or its successor). Charges shall be payable for the term of this agreement regardless of sales to the Company by Provider. This service charge may be updated from time to time by the Georgia Public Service Commission.

Measuring energy flows shall meet the requirements of O.C.G.A. § 46-3-55. Where such measurement shows generation by the Provider for which a credit or payment shall be made, the terms and conditions of RNR-8 (or its successor) will govern compensation to the Provider.

Company shall have the right, but not the obligation, to inspect from time to time the portions of Provider's facility that interconnect or relate to the safety of the provision of energy to Company.

Company reserves the right to disconnect Provider's equipment from Company lines and facilities when in Company's judgment continued parallel operation is unsafe or may cause damage to persons or property. Provider's equipment shall also be disconnected if Provider fails to comply with Company's parallel operation requirements. Upon such separation, Company shall promptly notify Provider so that any unsafe condition can be corrected.

Unless terminated for default in the performance of the obligations hereunder, this agreement is for a term of five (5) years. In the event of an early termination or default by Provider, Provider shall pay the unpaid metering charges for the entire term. Notices hereunder shall be effective upon posting to the addresses stated hereon.

Provider represents that any sales to Georgia Power pursuant to this Agreement shall be deemed to be in accordance with the obligations of Georgia Power and the Georgia Public Service Commission pursuant to Section 210 of PURPA, 16 U.S.C. § 824a-3 and the GPSC's orders thereunder.

PROVIDER

Name (Please print): _____

Signature: _____

Date: _____

GEORGIA POWER COMPANY

By: _____

Title: _____

Acceptance Date: _____

Item Attachment Documents:

16. Falcon Contract, Fireworks



EPRA

ELLIS, PAINTER, RATTERREE & ADAMS LLP

EDWARD M. HUGHES
P.O. BOX 9946
SAVANNAH, GEORGIA 31412
912-233-9700
BHUGHES@EPRA-LAW.COM

April 1, 2019

Mr. Brent Fisher
c/o Falcon Fireworks, Inc.
3411 Courthouse Road
Guyton, Georgia 31312

Re: Falcon Fireworks
Our file: 572-543

Dear Mr. Fisher:

I am attaching a standard contract for the fireworks for July 4th. This is a contract that we have used with you in the past and I hope you find it agreeable. Unfortunately, the form you provided contained some typographical errors and the executed contract herein is basically the same form with the errors corrected and a few other details, such as the amount of liability insurance included.

I am also attaching "E-verify" and "Save" affidavits relating to immigration and public contracts. The City needs to have these with the contract. Please verify for accuracy, sign and have notarized and return to me with a signed copy of the contract in the enclosed, self-addressed, stamped envelope at your earlier convenience.

Also, please provide evidence of insurance.

If you have any questions or concerns, please let us know and we will get them resolved.

Thank you for your cooperation.

Kindest Regards,

Edward M. Hughes

EMH/cbe

Enclosures

cc: Shawn Gillen
George Shaw
Jan LeViner

STATE OF GEORGIA)
COUNTY OF CHATHAM)

AGREEMENT

THIS AGREEMENT for the exhibition of fireworks, hereinafter referred to as "Agreement," is made and entered into as of the 28th day of March, 2019 (the "Date Hereof"), by and between FALCON FIREWORKS, whose address for purposes of this Agreement is 3411 Courthouse Road, Guyton, Georgia 31312, hereinafter referred to as "the Company" and THE CITY OF TYBEE ISLAND, a municipality, whose address for the purposes of this Agreement is 403 Butler Avenue, Post Office Box 2749, Tybee Island, Georgia 31328, hereinafter referred to as "the City."

WITNESSETH

WHEREAS, the City is a municipal corporation organized under Georgia law; and

WHEREAS, the City desires to purchase fireworks and the exhibition thereof; and

WHEREAS, the Company is a proprietorship, organized under the laws of the State of Georgia engaged in the sale and exhibition of fireworks and fireworks products; and

WHEREAS, the City desires to procure the fireworks exhibition thereof from the Company as the sole producer to conduct an exhibition of fireworks; and

WHEREAS, the parties desire to enter into an agreement which would provide the terms and conditions of their relationship both in the current year and in years hereafter subject to the provisions thereof; and

WHEREAS, the Company and City desire to document the terms and conditions of their Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficient of which is hereby acknowledged, it is hereby agreed as follows:

**ARTICLE 1
BASIC AGREEMENT**

1.1 *Date and Location.* The Company will provide a fireworks display on July 4, 2019, at the Chatham County Pier, Tybee Island, Georgia. This show to last 14 to 20 minutes as determined by atmosphere conditions and will include premium multi-break shells and premium Italian style canister shells. These premium shells to be displayed a minimum of 15 per minute.

1.2 *Exhibition.* On July 4, 2019, or at such other dates as may be agreed upon in future years hereafter, the Company shall set up, staff and conduct an exhibition of the fireworks at the exhibit location. The display will be under the direct supervision of a trained technician supplied by the Company. The company shall be the sole fireworks producer for these events.

ARTICLE 2
COVENANTS AND
REPRESENTATIONS

2.1 *Covenants of the Company.* The Company shall perform its services in accordance with the Company's Proposal and the Terms and Conditions attached hereto.

2.2 *Representations.* To induce the City to enter into this Agreement, the City shall be entitled to rely upon the representations and certifications made by the Company in the Company's Proposal, without independent investigation and verification, and each such representation or certification shall be deemed to be material to this Agreement. The person negotiating and executing this Agreement on behalf of the Company has the full right, power and authority to enter into, execute and perform this Agreement in accordance with the terms hereof and, when executed and delivered, this Agreement will constitute a valid and binding obligation of the Company and will be enforceable in accordance with the terms thereof.

ARTICLE 3
FEES

3.1 The Company shall be paid the service price for the exhibition, including insurance, display service and transportation for a total fee of \$19,999.00. Such sum shall be due and payable as follows: (a) the sum of \$8,000.00 shall be due and payable upon execution of this agreement, (b) the balance, plus any permits or other fees shall be paid upon receipt and approval of Company's invoice.

ARTICLE 4
CONTINGENCIES

4.1 *Contingent Obligations of the City.* The obligations of the City are subject to the following conditions:

4.1.1 The ability of the City to carry out the terms of this Agreement in accordance with the laws and Constitution of the State of Georgia.

4.1.2 The timely performance by the Company of each and every covenant, agreement and obligation imposed upon the Company in this Agreement.

4.1.3 The truth and accuracy as of the Date Hereof of each and every representation made by the Company.

4.1.4 This Agreement is expressly made subject to other laws affecting its subject matter. In the event of any conflict between such laws and this Agreement, such laws shall take precedence.

4.2 *Contingent Obligations of the Company.* The obligations of the Company are subject to the following conditions:

4.2.1 The timely performance by the City of each and every covenant, agreement and obligation imposed upon the City in this Agreement.

ARTICLE 5

TERM

5.1 *Initial Term.* The initial term of this Agreement shall be from the effective date until the close of the calendar year in which it was executed. Thereafter, this agreement shall automatically renew for a period of one year ending at the closing of each succeeding calendar year for which it may be renewed without further action by the parties, unless either party gives written notice to the other of its intent not to renew at least ninety (90) days prior to the end of the then current term or renewal period.

In the event the Company intends to request higher fees or sales costs, such proposed total charges shall be submitted to the City no later than August 31 of the then current year.

ARTICLE 6

NOTICES

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and given or served either in person or by United States Mail, postpaid, registered or certified with Return Receipt Requested, showing the name of the recipient and the date of delivery. Notices shall be addressed to the party or parties identified and at the address as set forth in the introductory paragraph of this Agreement, and the date upon which such notice is delivered shall be deemed the effective date thereof. Either party may, from time to time, by five (5) days' prior written notice to the other party, specify a different agent or address to which notices can be delivered. Rejection or other refusal to accept a notice or inability to deliver

a notice because of a changed agent or address of which no notice was given shall constitute receipt of the notice on the date when personal service is attempted or the date of the postmark, if mailed.

**ARTICLE 7
RIGHTS
CUMULATIVE**

All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

**ARTICLE 8
NON-WAIVER**

No failure of the City to exercise any right or power given to the City under this Agreement, or to insist upon strict compliance by the Company with the provisions of this Agreement, and no custom or practice of the City or the Company at variance with the terms and conditions of this Agreement, shall constitute a waiver of the City's right to demand exact and strict compliance with the terms and conditions of this Agreement.

**ARTICLE 9
CONTINUITY**

Each of the provisions of this Agreement shall be binding upon and inure to the benefit and detriment of the Company and the City and the heirs, devisees, legatees, legal representatives, successors and assigns of the Company and the City.

**ARTICLE 10
TIME OF THE ESSENCE**

All time limits stated herein are of the essence of this Agreement. If the delivery and/or exhibition of the fireworks is postponed by reason of inclement weather, same shall be 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 the Company. Any request made by the City for rescheduling shall be received by the Company no later than 9:00 a.m. on the fireworks delivery date. Inclement Weather Date: The Saturday night immediately following the cancellation date to inclement weather.

ARTICLE 11
SPECIAL PROVISIONS

11.1 *City's Agent.* Shawn Gillen shall be designated as the City's Agent. The City's Agent shall relay all questions and inquiries. City's Agent shall be the only agent of the City authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the City.

11.2 *Materials and Delivery.* The Company shall deliver all fireworks and materials purchased by the City to the display site only.

11.3 *Security.* The City 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 City or as deemed necessary by the Company. The City 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 Fires Safety Zone (FSZ) during the entire period commence from the time the fireworks are delivered to the site until after the exhibition. The Company shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the failure of the City to maintain the aforementioned FSZ. The City acknowledges and agrees that the Company's responsibilities are limited to the exhibition of the fireworks and that the Company is relying on the City to maintain the aforementioned FSZ and to comply with all federal, state, and local laws, orders and regulations, and ordinances pertaining to the implementation of security measures at the site of the exhibition of the fireworks.

11.4 *Credits.* As a material inducement to the Company agreeing to enter into this Agreement, the City shall give the Company program credit as sole fireworks producer in all press releases, advertising, and any other program announcements, printed or otherwise.

11.5 *Insurance.* The Company shall maintain \$1,000,000.00 general liability coverage, \$1,000,000.00 property damages and worker's compensation to the statutory requirement. The policy and/or policies shall name the City and Chatham County, Georgia as additional insured.

11.6 *Temporary Discontinuance During Exhibition.* Any temporary discontinuance during the discharge of fireworks shall not constitute a breach by the Company of the terms of this contract.

11.7 *Contract Subject to Government Regulation.* This contract and the Company's obligation hereunder 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 the City prior to the delivery and exhibition of the fireworks. In the event any federal, state, municipal, and local laws, rules regulations or ordinances 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 the City's permit in any way limits or restricts the sale, performance, or operation of said exhibition, the Company shall limit or restrict its performance or exhibition of the fireworks and or substitute such equivalent fireworks o as to comply with such law, rule, regulation or ordinance of the city's permit. The City acknowledges any such limit or restriction place don the performance or operation of the fireworks exhibition, or any substitution of different fireworks by the Company shall in no way result in or entitle the city to a reduction or an abate in the full contract price.

11.8 *General Provision.* The Company shall not be liable for weather or atmospheric conditions which interfere with or delay the performance or aesthetic quality of the fireworks. This Agreement with its attachments, 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, the City acknowledges and agrees that the Company has not made any representations or warranties except other than those set forth specifically in this agreement, and its attachments. 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. The City is responsible for removal of all debris associated with the fireworks. Once the contract is signed and the program is then cancelled by the City 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 the City. The Company agrees to procure liability insurance, which will name the City and County as additional insureds, and to indemnify the City and County, to the extent thereof, for all claims arising out of the Company's negligence.

11.9 *The City's Default.* In the event the City shall fail to pay any sum when due under the terms of this contract, the City 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. The City does further agree that it shall pay the Company's reasonable attorney fees

and court costs in the event the Company shall commence suit or incur fees to compel sponsor to pay any sums due hereunder or otherwise as a result of the City's default of any of the terms and provisions herein contained.

11.10. *Liquidated Damages.* It is agreed by and between the parties hereto that in the event of a party's default hereunder, the other party's damages shall be impossible to fix. Accordingly, as a material inducement to the Company in agreeing to enter into this Agreement, the City agrees in the event of its default at the option of the Company the entire purchase price shall be and become immediately due and payable and the Company agrees that as a material inducement to the City in agreeing to enter into this Agreement, the Company agrees in the event of its default, at the option of the City, the full amount of all sums paid shall become immediately due and refundable.

11.11 *Substitutions.* The Company shall have the right at its discretion to substitute any equivalent fireworks it deems necessary. Any substitutions shall in no way result or entitle the City to a reduction in the full contract price if such substitutions are the reasonable equivalent of the specified fireworks.

11.12 *Disputes.* This Agreement shall be interpreted in accordance with and of the rights of the parties hereto 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 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.

11.13 *Binding Effect.* This contract shall not be binding on the Company until executed by the City and the company and the Company is in receipt of the deposit required hereunder.

THE CITY OF TYBEE ISLAND, GEORGIA

FALCON FIREWORKS

By: _____
Jason Buelterman, Mayor

By: _____
Authorized Signature

Attest: _____
Jan LeViner, Clerk

Attest: _____
Authorized Signature

Reviewed and Approved by:

Edward M. Hughes, City Attorney

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

CONTRACTOR AFFIDAVIT

O.C.G.A. § 50-36-1(e)(2) Affidavit

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

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

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

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

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

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

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires:

Item Attachment Documents:

17. The Agreement (2019 Accredited Member Sublicense Form_GA_from NMSC) is attached for the Mayor to sign. The signed agreement should be returned to Jessica Reynolds at DCA-ODD. Once all parties have signed, an executed copy will be sent to all.

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Georgia Department of Community Affairs ("**Coordinating Program**") and City of Tybee Island ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

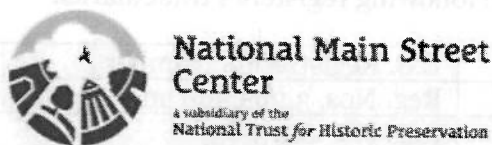
- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2019, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: Jessica Reynolds
Address: 60 Executive Park South, NE
Atlanta, GA 30329
Phone: 404.679.4859
Email: Jessica.Reynolds@dca.ga.gov

To Sublicensee:

Name: City of Tybee Isl. (Dev'l Auth / Main Street Prog.)
Address: PO Box 2749
Tybee Isl., GA 31328
Phone: 912-472-5071
Email: cmorton@cityoftybee.org

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

By: _____

Date: _____

Sublicensee

By: _____

Date: _____

The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

1. The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

2. The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

3. The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

4. The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

5. The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

6. The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

7. The following information is provided for your information only. It is not intended to be used as a basis for any legal action.

Cooling Program	
By:	_____
Date:	_____
Subscribers	
By:	_____
Date:	_____

Item Attachment Documents:

18. Approval to hire a seasonal employee - Finance Department for May through August 2019. Line Item 100-1512-51.1100

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: April 25, 2019

Item: The Finance Department is seeking the City Council’s approval to hire a seasonal employee(s) from the months of May through August of 2019 to assist the Finance Department to assist the office staff during the busy season for a cost not to exceed \$5,340 through June 30, 2019.

Description: The month of May through August is the City’s busy season. In prior years, the Finance Department has hired contracted labor assistance by hiring a high school or college students and using money from unspent contract labor budgeted line item funds to cover the cost; thus avoiding the cost of the City paying the 6.2% of FICA and 1.45% of Medicare. This summer the Finance Department will need assistance to cover the front desk waiting on customers, counting coins, completing the deposits, filing and assisting the Finance staff with conducting the physical inventory of the City’s capital assets. For this year, the Finance Department is requesting to add the seasonal position to payroll and cover the FICA and Medicare cost to relieve the student(s) from that burden of paying the full 15% FICA and Medicare cost verses simply paying 7.65%. As in the past, the Finance Department will cover the cost for hiring the student using unexpended budgeted funds; this year the money will come from the Finance Accounting Divisions salary, 100.1512.51.1100, FICA 100.1512.51.2300 and Medicare, 100.1512.51.2400 line items. This request only covers this fiscal year; a request for funding the July through August if necessary will be taken place during the fiscal year 2020 budget process.

Budget Line Item Number (if applicable): 100.1512.51.1100 – Salary \$4,960; 100.1512.51.2200 – FICA \$308; and 100.1512.51.2300, Medicare - \$72.

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

Submitted by: Angela Hudson, Director of Finance and General Administration

Phone / Email: 912-472-5021 ahudson@cityoftybee.org

Comments: _____

_____ April 19, 2019 _____

Date given to Clerk of Council

Item Attachment Documents:

19. Approve moving forward with contract with Momentum Telecom, new telephone system,
Line Item 100-1535-52-1300



Request for Proposal

Client:



March 6, 2019

Contact:
Charinna Kushnir
410.941.4220
ckushnir@momentumtelecom.com

Momentum Telecom, Inc
222 Chastain Meadows Ct | Suite 100
Kennesaw, GA 30144
www.momentumtelecom.com

CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET

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

The Proposer agrees, if awarded this RFP, he/she will:

- A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this proposal for the RFP amount; or,
- B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this proposal for the proposal amount, and;

Momentum Telecom
COMPANY

March 4th, 2019
DATE

DocuSigned by:
Chuck Piaryga
SIGNATURE

EVP Sales and Marketing
TITLE

502.272.9183
TELEPHONE NUMBER

MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM: City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting proposals, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their proposal as proof of qualifications. Proposer that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black _____ Asian American _____ Hispanic _____ Native American _____
Alaskan Indian _____ Female _____

Introduction

Momentum Telecom, a leading hosted VoIP, broadband services and unified communications provider, offers smart, customizable cloud solutions to direct subscribers and more than 500 partners nationwide. Momentum Telecom delivers superior quality products backed by a geo-redundant network with industry-leading uptime and best-in-business customer service. Headquartered in Birmingham, AL, Momentum Telecom has additional offices in Kennesaw, GA, Lexington, KY, Atlanta, GA, Cartersville, GA, Philadelphia, PA, Vancouver, Canada and Belarus.

Established in Birmingham, AL, Momentum was founded in 2001 as Momentum Business Solutions— a business telephone and Internet service provider. In 2002 Momentum began offering Residential voice services and in 2005, Momentum began offering wholesale VoIP solutions and telephone systems for businesses. In 2011, Momentum acquired CommPartners and has further expanded into the Value Added Reseller and retail arena. In 2014, Momentum and IBBS, the top two providers of private label voice services and broadband management/OSS solutions, announced a merger between the two companies under the name Momentum Telecom. IBBS (Integrated Broadband Services) was founded in 2001 by cable industry veterans, and quickly became one of the top providers of fully integrated data and voice services to broadband providers.

Further expanding their reach, in 2015 Momentum completed a merger with award-winning, Philadelphia-based Unified Communications provider, Alteva. Alteva was founded in 2002 and became a pioneer and one of the top providers in the Hosted VoIP industry. Alteva was an arm of Warwick Valley Telephone, a New York state ILEC.

The combined company has over 400 employees. The merger expands Momentum's offering to include Microsoft Skype, integration with multiple CRM applications such as Salesforce.com and Microsoft Dynamics, Interactive Voice Response and customized MPLS integration. Momentum's breadth of service will expand to over 300,000 users spanning 14 countries and deep experience in several leading vertical markets including healthcare, legal, financial services and retail as well as partnerships with industry-leading technology partners including Broadsoft, Polycom, Edgewater Networks, Microsoft and more.

The company furthered its growth, offerings and technology, specifically in the area of network, by merging with three-time Inc. 5000 honoree CloudNet Group in 2018.

Today, Momentum Telecom has more than 25 years of collective experience and supports more than 500 independent and mid-sized operators, broadband providers and reseller partners, manages more than one million high-speed data modems and powers over 300,000 voice lines.

In 2015 and 2017, Momentum Telecom was recognized by Inc. 5000 as one of the fastest growing private companies in America. Momentum was also ranked in the FastTrack30 list for the top 30 fastest growing companies in Birmingham. For the second consecutive year, Momentum claimed the Hosted VoIP Excellence Award for its continued dedication towards supplying services that demonstrate innovation, unique features and noteworthy developments that improve both functionality and usability for customers.

Momentum's continued growth can be credited to its superior quality of service, large footprint, established track record of success in telephony, complete 24x7 Tier 1 support and financial stability.



MOMENTUM/SPEROS PARTNERSHIP SUPPORT RESOURCES

Momentum Telecom presented a response to RFP NO. 2019-729.

We would like to convey our local presence in Savannah through our dealer/partner, Speros, Inc. We have worked with Speros for over 3 years and successfully installed over 800 hosted telephone seats and support over 50 Momentum clients.

Our partnership combines the carrier expertise of Momentum with the local/hands on technical expertise of Speros and their techs. Speros has been in business in Savannah for 35 years and is a leader in the field of technology and exclusively recommends Momentum as their only hosted VoIP solutions provider. Speros specifically chose us as their hosted provider because of our exceptional reliability set up through our 5 redundant data centers.

The City of Tybee will benefit from a sole-source local vendor that provides carrier management services, telephony and IT network support. Speros is the current technology provider for the City of Tybee and has extensive knowledge of the existing telephony and IT infrastructure.

We are proud of our partnership with Speros and believe that our combined efforts are unbeatable in the telecommunications field.

Chuck Piazza
EVP Sales and Marketing
Momentum Telecom

References

Reference #1		
Client Name: Ector County	Type of Business: Government	
Contact Name: Mario Omelas	Job Title: Director of IT	Phone Number: 432.227.2541
Email Address: Mario.omelas@ectorcountytexas.gov		

Reference #2		
Client Name: Calhoun County	Type of Business: Government	
Contact Name: James Poe	Job Title:	Phone Number: 256.241.2955
Email Address: jepoe@calhouncounty.org		

Reference #3		
Client Name: Speedway Motor Cross	Type of Business: Motorcross	
Contact Name: James Ziglar	Job Title:	Phone Number: 336.202.8475
Email Address: jziglar@smicorporate.com		



Challenges

Ector County had been using a premise-based phone system for the better part of two decades. As that system began approaching end-of-life, the county diligently began preparing a request for proposal (RFP) for providers to review. As they neared the end of preparing the RFP, the phone system began to fail. With locals struggling to reach the main county, officials sprang into action and expedited their plans to implement a new system and immediately began reviewing their RFP submissions.

Solution

The communications system plays a vital role in Ector County's daily interactions with the county's residents and constituents. On top of that, there was a belief among the city council and commissioners that the city has a constitutional obligation to maintain a phone system that is both operational and reliable. So after reviewing their options, they elected to implement a Momentum Telecom solution because Momentum was a reliable, truly geo-redundant, enterprise vendor that owned and operated their own infrastructure. Additionally, Momentum's solution would allow for Ector County's 60+ locations to go from being operated and managed on an individual basis to being on the same system and manageable from a single location.

Results

After Momentum was selected, it was important to move quickly so the county could resume standard operations. While an entire implementation process traditionally takes a few months, Momentum had a number of phones installed by the end of the following day. These phones allowed Ector County to accomplish important tasks while both parties worked to finalize the entire system's implementation. Momentum also held on-site training later in the week to ensure that the county had the right tools and knowledge to effectively carry out their work. Since completing implementation, processes have returned to normal and Ector County has benefited from the easily manageable and reliable service that makes it easy for residents to always contact the county.

Ector County is located in West Texas and serves more than 150,000 residents from the county's largest city and seat of government, Odessa. Founded in 1887, Ector County has been a mainstay in helping both the local and state governments operate and in assisting with economic development, electoral processes, health services, judicial measures, environmental regulations and other governmental responsibilities.

"Momentum has been a great partner right from the very start and helped us restore our communications system quickly. We went with Momentum because we knew their quality and reliability was unmatched and that's what our constituents deserve."

Mario Ornelas

*Director of Information Technology CIO
Ector County*



Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MOMENTUM TELECOM, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIFTH DAY OF JUNE, A.D. 2015.



3216570 8300

150889120

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 2502143

DATE: 06-25-15

Attachment A

ATTACHMENT A

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

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

518836
Federal Work Authorization User Identification Number

03/12/2012
Date of Authorization

Momentum Telecom, Inc.
Name of Contractor

Name of Project

Name of Public Employer

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

Executed on March, 21, 2019 in Corkville (city), GA (state).

Laura B. Ray
Signature of Authorized Officer or Agent

LAURA B. RAY / HR Generalist
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE 21 DAY OF March, 2019.

Beverly Lenise Hardisty
NOTARY PUBLIC
My Commission Expires NOV 24 2019

Attachment B

ATTACHMENT B

O.C.G.A. § 50-36-1(e)(2) Affidavit

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

- 1) I am a United States citizen.
- 2) I am a legal permanent resident of the United States.
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

The secure and verifiable document provided with this affidavit can best be classified as: Request for proposal.

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

Executed in Aberdeen (city), Maryland (state).

Charinna Kushnir
Signature of Applicant

Charinna Kushnir
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 26 DAY OF March, 2019

[Signature]
NOTARY PUBLIC

My Commission Expires: Jan 06, 2021

Attachment C

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Momentum Telecom, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation</p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 880 Montclair Road, Suite 400</p> <p>6 City, state, and ZIP code Birmingham, AL 35213</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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6	3	-	1										
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ▶

Date ▶

1/22/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment D

ATTACHMENT D
PROPOSAL SHEET
VoIP TELEPHONE SYSTEM
RFP # 2019-730

ATTACH FULL PROPOSAL HERE

Momentum Telecom _____ **(Firm)**

 _____ **(Signature)**

Regional Sales Manager _____ **(Title)**

Unified Communications Proposal for City of Tybee

Prepared by:
Charinna Kushnir
ckushnir@momentumtelecom.com
March 5, 2019

ONE PROVIDER, ALL YOUR COMMUNICATIONS

Unified communications is about bringing people together. It's about streamlining the ever-growing number of communications options and then simplifying the way they are delivered. At Momentum, this is our expertise. So whether you're connecting employees across the office or teams across the globe, you can count on Momentum to transform the way your business communicates.

Team Collaboration

Collaborate across the room or across the world. With enterprise-class services, it has never been easier to complete projects and to work as team in any environment.

Freedom and Complete Mobility

A cloud-based platform empowers you take your communications anywhere at any time. On any device at any location, every employee can be available for business as usual without missing a beat.

Enhanced Analytics

Discover insightful data you can leverage to improve communications, achieve measurable advantages and gain operational efficiencies.

Increased Visibility and Control

See your entire enterprise on a single screen and experience an administrator portal designed for you to simply and quickly manage an enterprise.

Scalability

Add or remove seats with a single click. Scale up or down at a moments notice with the same straightforward approach for a single user or an entire location.

Seamless Integrations

Combine the power of your communications platforms with your business systems by dynamically integrating both to help you reach peak efficiency.

Momentum Solutions



Unified Communications

Combine Voice, Presence, Instant Messaging, Call Control and Unified Messaging to enhance communications.



Business Voice

Fully Managed Voice and Video Calling.



Mobility

Go Anywhere with Soft Phone Integration, Instant Messaging, Presence and Extension Dialing on Mobile Devices.



Collaboration

Audio and Video Conferences, Internal Chats and Online Meetings Simplify Connecting.



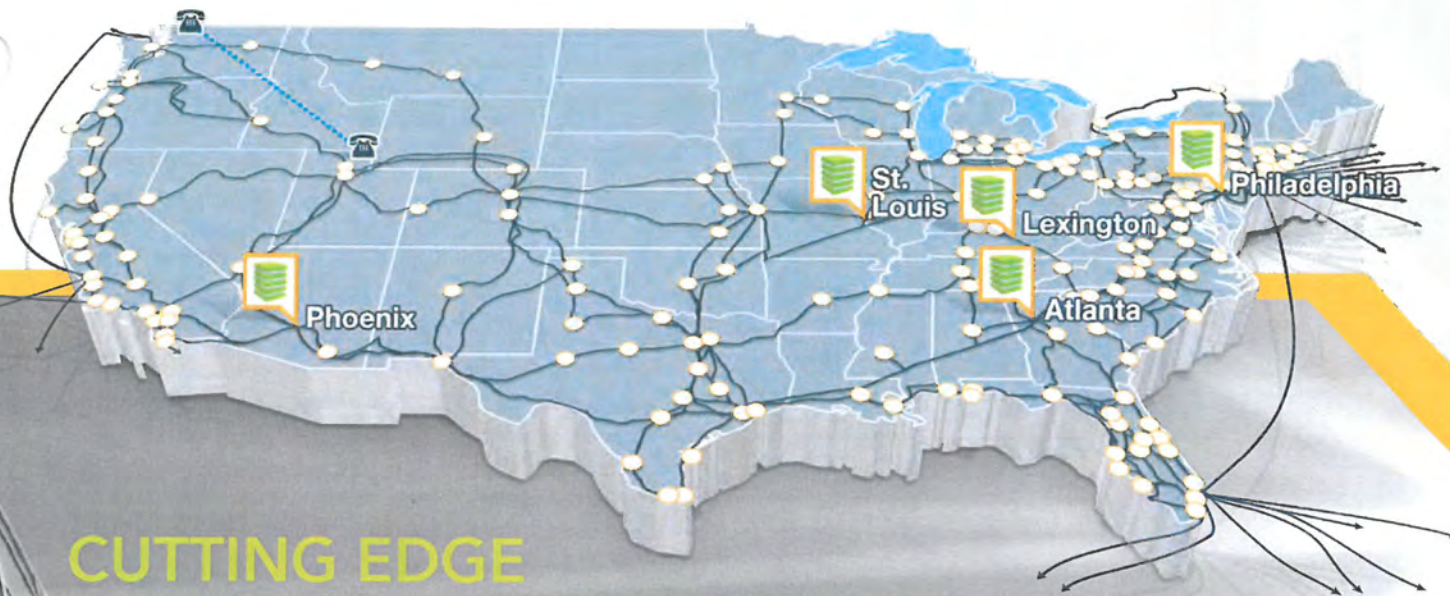
Call Center

Cloud Call Center highlighted by Reporting, Recording, Advanced Analytics and Call Distribution.



Multi-Location

Streamline Processes with a Single Bill and Extension Dialing.



CUTTING EDGE NETWORK INFRASTRUCTURE

A communications system is only as good as its network. The Momentum Telecom platform has multiple layers of redundancy to enable maximum uptime and continuous operation. The worldwide fiber backbone of the Momentum Network features multiple Points of Presence to both dramatically reduce latency and offer network flexibility. For enhanced security, Momentum uses media release to enable the voice component of each call (RTP) to travel directly from phone to phone without passing through a Momentum data center.

ON-SITE IMPLEMENTATION AND TRAINING

Every Momentum Telecom implementation is completed by a team of highly trained Momentum engineers responsible for facilitating and managing the migration to Momentum's platform.

With the goal of onboarding as efficiently and effectively as possible, Momentum assigns a dedicated project manager to every implementation. Additionally, each new customer receives an onboarding kit that explores, in detail, all that is ahead, including order confirmations for service and equipment, points of contact for every stage and an outline of every participant's role and responsibilities.



SUPERIOR CUSTOMER EXPERIENCE

Customized Implementation

Momentum Telecom has done thousands of customized network deployments, tailoring our solution to maximize quality on your network and LAN environment.

Daily Experience

Momentum Telecom can integrate a world-class communication solution with multiple systems into existing business productivity software to take advantage of time-saving applications and services.

Award-Winning Service & Support

Momentum Telecom provides exceptional and award-winning service to simplify communications for every employee. We monitor and manage the quality of every call from the WAN down to the handset.



Momentum Telecom has been one of the best vendors I have ever dealt with across the board The availability, timeliness & friendliness of their support staff has been second to none.

Matthew Kelly
Chief Compliance Officer
Greenwood Partners



877.251.5554
sales@momentumtelecom.com
www.momentumtelecom.com

The Momentum Difference

Partner With the Best in Business Communications



MOMENTUM TELECOM OVERVIEW

Momentum Telecom provides practical, personalized VoIP and unified communications solutions to businesses across the United States and Internationally. We enable others to thrive by combining smarter technology with seasoned experts to deliver an unmatched customer experience.

- » 16 years in telecommunications
- » Nationwide provider
- » 300,000+ seats
- » One of the industry's fastest growing companies

OUR LOCATIONS

Momentum Telecom has locations across the United States enabling us to perform on-site pre-installation site surveys, implementations, training, and more.



KEY DIFFERENTIATORS

The Momentum platform delivers reliable technology that improves the quality of experience for customers. At Momentum, superior voice quality and network stability is a guarantee, not a guess.

Personalized Service

To reduce the stress of implementations, with every solution installed, we provide:

- » Pre-Sale site surveys
- » Sales engineer on-site for installation
- » Hands-On training
- » 24/7, U.S. based, Momentum owned call center

Ingenuity

Momentum provides an enterprise-class solution custom built and integrated to meet your exact requirements. We are ready to solve any challenge even if we have to invent a new way to do it.

Network Transparency

Quality reporting tools that track key metrics such as bandwidth, delay, jitter and packet loss. These detailed QoS reports measure voice quality, prove the solidity of our network, reduce issue resolution time, and help to control prioritization of carrier traffic for improvement.



MOMENTUM'S GEO-REDUNDANT NETWORK

A Single Solution With Dual Backup Functionality

Natural Disaster. Power Outage. Hardware Failure. Your network is safe with Momentum through it all. Momentum's geographically redundant architecture guarantees business continuity.

Solutions that lack the tools to recover IT communications risk more than just downtime. The impact can be huge - loss of employee productivity, sales opportunities, revenue and even valuable customers.

Our redundant clustered network servers are powered by co-location in five data centers located across the country. If any facility experiences a total loss of connectivity, calling services will fail-over to its sister network to continue processing voice traffic.

Here's how our platform keeps partners going:

- » Fault Tolerant Infrastructure
- » Generator-Backed Power Supply
- » Industry Leading Core Network Uptime
- » Regularly Scheduled Data Replication
- » Anywhere Access Cloud Services
- » Advanced Call Routing
- » Web-Based Feature Management





DESKTOP AND CONFERENCE PHONE OPTIONS



HD Phones

POLYCOM VVX600 SERIES

- 4.3" Color Touch Screen
- High Definition Voice
- Momentum Advanced Call Control Integration
- Dual USB Port
- Optional HD USB Camera
- Sixteen Line Executive-Level IP Phone
- Supports Power Over Ethernet (POE)
- Optional Microsoft Exchange Calendar Integration
- Integrated GigE Support



POLYCOM VVX500 SERIES

- 3.5" Color Touch Screen
- High Definition Voice
- Momentum Advanced Call Control Integration
- Dual USB Port
- Optional HD USB Camera
- Twelve Line Knowledge Worker-Level IP Phone
- Supports (POE) Power over Ethernet
- Optional Microsoft Exchange Calendar Integration
- Integrated GigE Support



POLYCOM VVX400 SERIES

- 3.5" Color Screen
- High Definition Voice
- Momentum Advanced Call Control Integration
- Twelve Line Manager-Level IP Phone
- Supports (POE) Power over Ethernet
- Integrated GigE Support (with VVX410 model)



POLYCOM VVX 300 SERIES

- Backlit High-Resolution LCD Display
- High Definition Voice
- Momentum Advanced Call Control Integration
- Six Line Entry-Level IP Phone
- Supports (POE) Power over Ethernet
- Integrated GigE Support (with VVX310 model)



POLYCOM VVX201

- Backlit LCD Display
- High Definition Voice
- Voicemail Support
- Acoustic Echo Cancellation and Background Noise Suppression
- Multi-Language Support
- Supports Power Over Ethernet (POE)
- Hard Keys: 12-key Dialpad, Home, Speaker, Mute, Headset and Volume



POLYCOM VVX101

- Basic LCD Screen
- Voicemail Support
- Full Duplex Speakerphone
- Acoustic Echo Cancellation and Background Noise Suppression
- Multi-Language Support
- Supports Power Over Ethernet (POE)
- Hard Keys: 12-key Dialpad, Home, Speaker, Mute, Headset and Volume



Conferencing Phones

POLYCOM TRIO 8800

- Polycom HD Voice technology for outstanding clarity
- Simplified operation with 5" color touchscreen
- 20-foot (6-meter) microphone pickup range
- Easily extend the reach with optional expansion microphones
- Ideal for large conference rooms
- Strong performance at an affordable price



POLYCOM TRIO 8500

- Polycom HD Voice technology for outstanding clarity
- Simplified operation with 5" color touchscreen
- 14-foot (4.2-meter) microphone pickup range
- Easily extend the reach with optional expansion microphones
- Ideal for small to mid-size conference rooms
- Strong performance at an affordable price



Momentum Telecom Enterprise Service Order

Location Summary	One-Time	Monthly
City of Tybee	\$1,367.60	\$2,246.18
Total	\$1,367.60	\$2,246.18

Quote prepared on 3/5/2019
Pricing is valid for 30 days.

City of Tybee

Item	Qty	Each		Extended	
		One-Time	Monthly	One-Time	Monthly
Auto Attendant	9	\$9.95	\$13.97	\$89.55	\$125.69
Auto Attendant Tree	1	\$9.95	\$20.97	\$9.95	\$20.97
Basic Metered Seat	3	\$9.95	\$7.96	\$29.85	\$23.88
Call Recording	5	\$9.95	\$7.96	\$49.75	\$39.80
Call Recording Plus	5	\$9.95	\$7.96	\$49.75	\$39.80
Call Reporting Plus or Pro Extension	62	\$0.00	\$2.95	\$0.00	\$182.90
Call Reporting Plus Platform	1	\$299.95	\$0.00	\$299.95	\$0.00
Call Reporting Plus Supervisor	1	\$0.00	\$11.95	\$0.00	\$11.95
Cisco SPA 122 Terminal Adapter Rental	2	\$0.00	\$2.95	\$0.00	\$5.90
Executive Seat	66	\$9.95	\$17.47	\$656.70	\$1,152.69
Gist VoiceMail Transcription	3	\$4.95	\$3.00	\$14.85	\$9.00
Momentum Mobility Smartphone Softphone	5	\$4.95	\$1.56	\$24.75	\$7.80
Momentum Mobility View with sms text and messegner	19	\$7.50	\$5.95	\$142.50	\$113.05
Polycom RealPresence Trio 8500 Rental	3	\$0.00	\$23.95	\$0.00	\$71.85
Polycom VVX 411 PoE Rental	52	\$0.00	\$6.95	\$0.00	\$361.40
Polycom VVX 501 PoE Rental	10	\$0.00	\$7.95	\$0.00	\$79.50
Total				\$1,367.60	\$2,246.18

BY SIGNING THIS AGREEMENT OR ACTIVATING OR USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU ALSO AGREE THAT YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY CIVIL ACTIONS OR PROCEEDINGS THAT ARE BROUGHT BY EITHER OF US UNDER THIS AGREEMENT. YOU ALSO AGREE AND UNDERSTAND THAT BY SIGNING THIS AGREEMENT AND USING THE SERVICE YOU OTHERWISE LIMIT THE REMEDIES AND RECOURSES AVAILABLE TO YOU WITH RESPECT TO THE SERVICE. DO NOT SIGN THIS AGREEMENT NOR USE THE SERVICE UNLESS YOU UNDERSTAND AND AGREE TO THIS PARAGRAPH. YOUR USE OF THE SERVICE IS FURTHER EVIDENCE THAT YOU CONSENT TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT INCORPORATES ADDITIONAL TERMS AND CONDITIONS (SPECIFICALLY WITH RESPECT TO 911 SERVICE) FOUND ON OUR WEBSITE: WWW.MOMENTUMTELECOM.COM. BEFORE SIGNING THIS AGREEMENT AND USING THE SERVICE AND EQUIPMENT, YOU SHOULD THOROUGHLY FAMILIARIZE YOURSELF WITH THOSE TERMS AND CONDITIONS, BECAUSE YOU WILL BE BOUND BY THEM.

We may change or modify the terms of service from time-to-time without notice other than posting the amended terms of service on the site. The amended terms and conditions will automatically be effective when posted on our site. Your continued use of our service after any changes in these terms and conditions shall constitute your consent to such changes.

Momentum's 911 services differ in significant respects to traditional 911 services. You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize our services and/or the equipment we provide under this Agreement of the important differences in and limitations of your phone service as compared with traditional basic 911 or E911.

Location of Service. This service is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if service can be provided at your new permanent address. **Confirmation of Activation Required.** Your 911 Dialing feature will not be activated for any phone line that you are using with our service, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.

Term; Termination.

m. This Agreement shall have an initial term of three (3) years (the "Term") beginning on the latest date that your last ordered service starts, until terminated in accordance with the remaining terms of this Agreement. Billing for service(s) commences when each service is activated, unless activation is delayed due to circumstances beyond the customer's control—then the billing starts once the impediment to activation is removed; but in all events, billing will commence within six (6) months of execution of the Agreement. The Term will automatically renew for successive one (1) year terms thereafter (in each case, a "Renewal Term"), until terminated in accordance with the remaining terms of this Agreement.

Termination.

- (a) Either party may terminate this Agreement, for any reason or for no reason, at the end of the Initial Term or any Renewal Term by providing the other party with not less than ninety (90) days prior written notice of termination.
- (b) Either party may terminate this Agreement if the other party has committed a material breach of this Agreement, and such breach is not cured within thirty (30) days of the date the party in breach receives written notice of the breach.
- (c) Before the end of the Initial Term or any Renewal Term, and without our breaching this Agreement, you may terminate this Agreement with respect to all services by written notification to us. The Agreement shall terminate thirty (30) days thereafter, at which time you shall pay us a termination charge equal to the sum of one hundred percent (100%) of the remaining minimum monthly fees that would have been incurred for the remainder of the Term of this Agreement (the "Termination Charge"), plus all fees incurred prior to the date of termination of services.

Fees. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears).

Disclaimer. We make no warranty of any kind, express or implied, and WE HEREBY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE PERFORMANCE OF ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM, USAGE OR PRIOR COURSE OF DEALING. WE SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF AN END USER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD DEvised BY A THIRD-PARTY. WE SHALL NOT BE LIABLE FOR THE CONTENT OR ACCURACY OF ANY Subscriber Listing Information ("SLI") (INCLUDING, BUT NOT LIMITED TO, A FAILURE BY ONE OR MORE DIRECTORIES TO "UN-PUBLISH" A NUMBER; ONE OR MORE DIRECTORIES PUBLISHING A WRONG NUMBER OR ONE OR MORE DIRECTORIES FAILING TO PUBLISH A LISTING) PROVIDED UNDER THIS AGREEMENT. YOU SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND US FROM AND AGAINST ANY DAMAGES, LOSSES, LIABILITIES, DEMANDS, CLAIMS, SUITS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING FROM, OR RELATING TO, DIRECTORY LISTINGS AND/OR RESULTING FROM OR ARISING OUT OF YOUR OR A THIRD PARTY'S CLAIM OF INACCURATE LISTINGS, FAILURE OF LISTINGS, INACCURATE USE OF THE SLI, OR FAILURE TO "UN-PUBLISH" A LISTING. We do not operate, control or endorse any Equipment, including phone devices, whether purchased through us or otherwise.

Limited Liability. The services and products provided under this Agreement are provided on a strictly "as is" basis. Under no circumstances shall we be liable to you under this Agreement for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss or corruption of data or cost of purchasing replacement services or products, injury to your network, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement, even if you have been advised in advance of the possibility of such damages. Our maximum liability arising hereunder or relating hereto shall in no event and under no theory exceed the amounts paid to us by you in any calendar year.

Theft of Service. You acknowledge and agree that you shall be responsible for any and all charges attributable to you, even if incurred as a result of fraudulent or unauthorized use of the service by third parties.

Disputes. We each waive trial by jury in any civil actions or proceedings that are brought by either of us under the Agreement. Any and all disputes between us that arise under or in connection with this Agreement which cannot be resolved through good faith negotiation, or through discussions between each party's legal counsel, shall be submitted to non-jury trial, to be conducted in Birmingham, Alabama.

Entire Agreement. The terms and conditions contained herein supersede all prior oral and written representations and understandings between us, including prior iterations and versions of the Agreement, and constitute the entire agreement between us concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of you and us.

City of Tybee

Momentum Telecom, Inc.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID #: _____

Email: _____

Optional 5 Year Contract

Momentum Telecom Enterprise Service Order

Location Summary	One-Time	Monthly
City of Tybee	\$1,367.60	\$2,034.68
Total	\$1,367.60	\$2,034.68

Quote prepared on 3/5/2019
Pricing is valid for 30 days.

City of Tybee

Item	Qty	Each		Extended	
		One-Time	Monthly	One-Time	Monthly
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Auto Attendant Tree	1	\$9.95	\$17.97	\$9.95	\$17.97
Basic Metered Seat	3	\$9.95	\$5.97	\$29.85	\$17.91
Call Recording	5	\$9.95	\$5.97	\$49.75	\$29.85
Call Recording Plus	5	\$9.95	\$5.97	\$49.75	\$29.85
Call Reporting Plus or Pro Extension	62	\$0.00	\$2.95	\$0.00	\$182.90
Call Reporting Plus Platform	1	\$299.95	\$0.00	\$299.95	\$0.00
Call Reporting Plus Supervisor	1	\$0.00	\$11.95	\$0.00	\$11.95
Cisco SPA 122 Terminal Adapter Rental	2	\$0.00	\$2.95	\$0.00	\$5.90
Executive Seat	66	\$9.95	\$14.97	\$656.70	\$988.02
Gist VoiceMail Transcription	3	\$4.95	\$3.00	\$14.85	\$9.00
Momentum Mobility Smartphone Softphone	5	\$4.95	\$1.56	\$24.75	\$7.80
Momentum Mobility View with sms text and messenger	19	\$7.50	\$5.95	\$142.50	\$113.05
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Polycom VVX 501 PoE Rental	10	\$0.00	\$7.95	\$0.00	\$79.50
Total				\$1,367.60	\$2,034.68

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We may change or modify the terms of service from time-to-time without notice other than posting the amended terms of service on the site. The amended terms and conditions will automatically be effective when posted on our site. Your continued use of our service after any changes in these terms and conditions shall constitute your consent to such changes.

Momentum's 911 services differ in significant respects to traditional 911 services. You agree to assume the obligation to inform any employees, guests and other third persons who may be present at the physical location where you utilize our services and/or the equipment we provide under this Agreement of the important differences in and limitations of your phone service as compared with traditional basic 911 or E911.

Location of Service. This service is provided at a specific permanent address and not available as a nomadic offering. Before you move the telephone device(s) to another location, you must notify us to determine if service can be provided at your new permanent address. **Confirmation of Activation Required.** Your 911 Dialing feature will not be activated for any phone line that you are using with our service, UNLESS AND UNTIL YOU RECEIVE AN EMAIL FROM US CONFIRMING THAT THE 911 DIALING FEATURE HAS BEEN ACTIVATED FOR THAT PHONE LINE.

Term; Termination.

Term. This Agreement shall have an initial term of five (5) years (the "Term") beginning on the latest date that your last ordered service starts, until terminated in accordance with the remaining terms of this Agreement. Billing for service(s) commences when each service is activated, unless activation is delayed due to circumstances beyond the customer's control—then the billing starts once the impediment to activation is removed; but in all events, billing will commence within six (6) months of execution of the Agreement. The Term will automatically renew for successive one (1) year terms thereafter (in each case, a "Renewal Term"), until terminated in accordance with the remaining terms of this Agreement.

Termination.

(a) Either party may terminate this Agreement, for any reason or for no reason, at the end of the Initial Term or any Renewal Term by providing the other party with not less than ninety (90) days prior written notice of termination.

(b) Either party may terminate this Agreement if the other party has committed a material breach of this Agreement, and such breach is not cured within thirty (30) days of the date the party in breach receives written notice of the breach.

(c) Before the end of the Initial Term or any Renewal Term, and without our breaching this Agreement, you may terminate this Agreement with respect to all services by written notification to us. The Agreement shall terminate thirty (30) days thereafter, at which time you shall pay us a termination charge equal to the sum of one hundred percent (100%) of the remaining minimum amount that would have been incurred for the remainder of the Term of this Agreement (the "Termination Charge"), plus all fees incurred prior to the date of termination of services.

Fees. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which we decide to bill in arrears).

Disclaimer. We make no warranty of any kind, express or implied, and WE HEREBY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE PERFORMANCE OF ANY OF OUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES BASED ON CUSTOM, USAGE OR PRIOR COURSE OF DEALING. WE SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF AN END USER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD DEvised BY A THIRD-PARTY. WE SHALL NOT BE LIABLE FOR THE CONTENT OR ACCURACY OF ANY Subscriber Listing Information ("SLI") (INCLUDING, BUT NOT LIMITED TO, A FAILURE BY ONE OR MORE DIRECTORIES TO "UN-PUBLISH" A NUMBER; ONE OR MORE DIRECTORIES PUBLISHING A WRONG NUMBER OR ONE OR MORE DIRECTORIES FAILING TO PUBLISH A LISTING) PROVIDED UNDER THIS AGREEMENT. YOU SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND US FROM AND AGAINST ANY DAMAGES, LOSSES, LIABILITIES, DEMANDS, CLAIMS, SUITS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING FROM, OR RELATING TO, DIRECTORY LISTINGS AND/OR RESULTING FROM OR ARISING OUT OF YOUR OR A THIRD PARTY'S CLAIM OF INACCURATE LISTINGS, FAILURE OF LISTINGS, INACCURATE USE OF THE SLI, OR FAILURE TO "UN-PUBLISH" A LISTING. We do not operate, control or endorse any Equipment, including phone devices, whether purchased through us or otherwise.

Limited Liability. The services and products provided under this Agreement are provided on a strictly "as is" basis. Under no circumstances shall we be liable to you under this Agreement for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss or corruption of data or cost of purchasing replacement services or products, injury to your network, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement, even if you have been advised in advance of the possibility of such damages. Our maximum liability arising hereunder or relating hereto shall in no event and under no theory exceed the amounts paid to us by you in any calendar year.

Theft of Service. You acknowledge and agree that you shall be responsible for any and all charges attributable to you, even if incurred as a result of fraudulent or unauthorized use of the service by third parties.

Disputes. We each waive trial by jury in any civil actions or proceedings that are brought by either of us under the Agreement. Any and all disputes between us that arise under or in connection with this Agreement which cannot be resolved through good faith negotiation, or through discussions between each party's legal counsel, shall be submitted to non-jury trial, to be conducted in Birmingham, Alabama.

Entire Agreement. The terms and conditions contained herein supersede all prior oral and written representations and understandings between us, including prior iterations and versions of the Agreement, and constitute the entire agreement between us concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by authorized representatives of you and us.

City of Tybee

Momentum Telecom, Inc.

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID #: _____

Email: _____

Implementation Requirements Checklist

The following is a complete list of what will be needed to move forward with your service implementation. Please note that the sooner this information is provided; the sooner we will be able to complete your installation.

CUSTOMER PROVIDED

- Signed Contract
- Customer Contacts
 - Call Flow Design
 - Billing
 - Installation
- Location Address- For all locations
- CC Form/Check- only needed if purchasing equipment
- LOA- Only needed if porting Telephone Numbers
 - One per Location or Losing Carrier Account
- Telephone Number List- Only needed if porting Telephone Numbers
- Temp 2 Port Form- Only needed if porting Telephone Numbers. If you choose to decline using temporary numbers please write Declined on the form for clarity.
- Bill Copy- Only needed if porting Telephone Numbers
 - One per Location or Losing Carrier Account
- Resp Org- Only needed if they are porting toll free numbers. Bill copy required and needs to be dated within 30 days or port will be rejected

MOMENTUM RESPONSIBILITY

- Scope of Work - This will be provided by the Momentum Solution Design Engineer
- Network Diagram Visio - This will be provided by the Momentum Solution Design Engineer

CONTACTS

	Name	Phone	Email
Call Flow Design (will work with Sales Engineer)			
Billing			
Installation			

Letter of Authorization

The undersigned customer hereby appoints Momentum as agent for _____ to act as its authorized agent for all matters pertaining to the number(s) listed below. This agency includes disconnections of service and other requests as deemed necessary by Momentum to implement the services ordered from Momentum, including but not limited to:

- » Securing information for activating, porting, disconnecting, editing and transferring service for the customer
- » Securing information for the purposes of resolving technical issues for the customer
- » Securing information for activating, removing, changing and editing the customer's directory listings

TN	Port TN		TN	Port TN		TN	Port TN	
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No
	Yes	No		Yes	No		Yes	No

**LIST OF PORTING NUMBERS
ATTACHED SEPARATELY**

Current Carrier: _____

Bill to Holder Name: _____

Service Address: _____

City: _____ State: _____ Zip: _____

Billing TN: _____ Contact TN: _____

Account #: _____

Authorized Signature: _____

Print Name: _____ Title: _____

Date Signed: _____

Port Date Requested: _____

* Momentum relies upon third parties to port numbers and therefore cannot guarantee the requested port date and disclaims any liability if the proposed port date is missed.

Porting Fees

\$75 for cancellation of a port within 48 hours of scheduled port time
 \$150 per change of port date after 2nd requested change

ANI-Networks Resp Org Change Request

Today's Date: _____

ID #: _____

Toll-Free Number(s)

Termination Number(s) – <i>(Number the toll-free number points to)</i>

New Resp Org: GDG01 Current Resp Org: _____

New Resp Org Contact: Jeannie DiPuccio

New Resp Org Phone: (702) 547-8786

New Resp Org Fax: (702) 547-8518

CUSTOMER INFORMATION

COMPANY

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

AUTHORIZED CONTACT

Name: _____ Contact Title: _____

Phone: _____ Fax: _____

* ANI-Networks is to become the New Resp Org on the above listed Toll-Free number(s)

(Including any numbers contained on any continuation sheet(s))

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Credit Card Authorization

BILLING INFORMATION

Company Name: _____

Billing Contact: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

PAYMENT INFORMATION

Name on Card: _____

Credit Card Type: _____

Credit Card No.: _____

Expiration: _____ Security Code: _____

Payment Amount: \$ _____

I authorize Momentum Telecom to charge the above payments to the listed credit card.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Temporary Number Authorization

This authorization is to verify the customer is aware and approves to move forward with temporary service to be activated, installed and billed in full. The temporary number process will create the entire order as quoted with temporary numbers prior to any numbers porting. All services will be active, billing and installed with new numbers, at which time the port date will be requested and scheduled at a later time. Billing for temporary service will begin at time of the new/temp number install and continue until the porting of existing numbers, at which time permanent service will begin billing.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Company Name: _____

Main Numbers Worksheet

Thank you for choosing Momentum. Please take the time to review this tab as well as the "Account Information" and "Needs Assessment" tab. These three tabs will give your Project Manager (PM) the information necessary to build your account. If this information is wrong your setup will be wrong. We gather this information up front in order to have a successful and painless install. If you have any issues during the process, please speak with your Solutions Design Engineer (SDE) for help filling out the correct information. Again, it is very important that all information is correct. We look forward to working with you. Please hover over boxes below for an example of what should populate each field.

Feel free to attach a spreadsheet with this information if it is easier.

MAIN NUMBERS

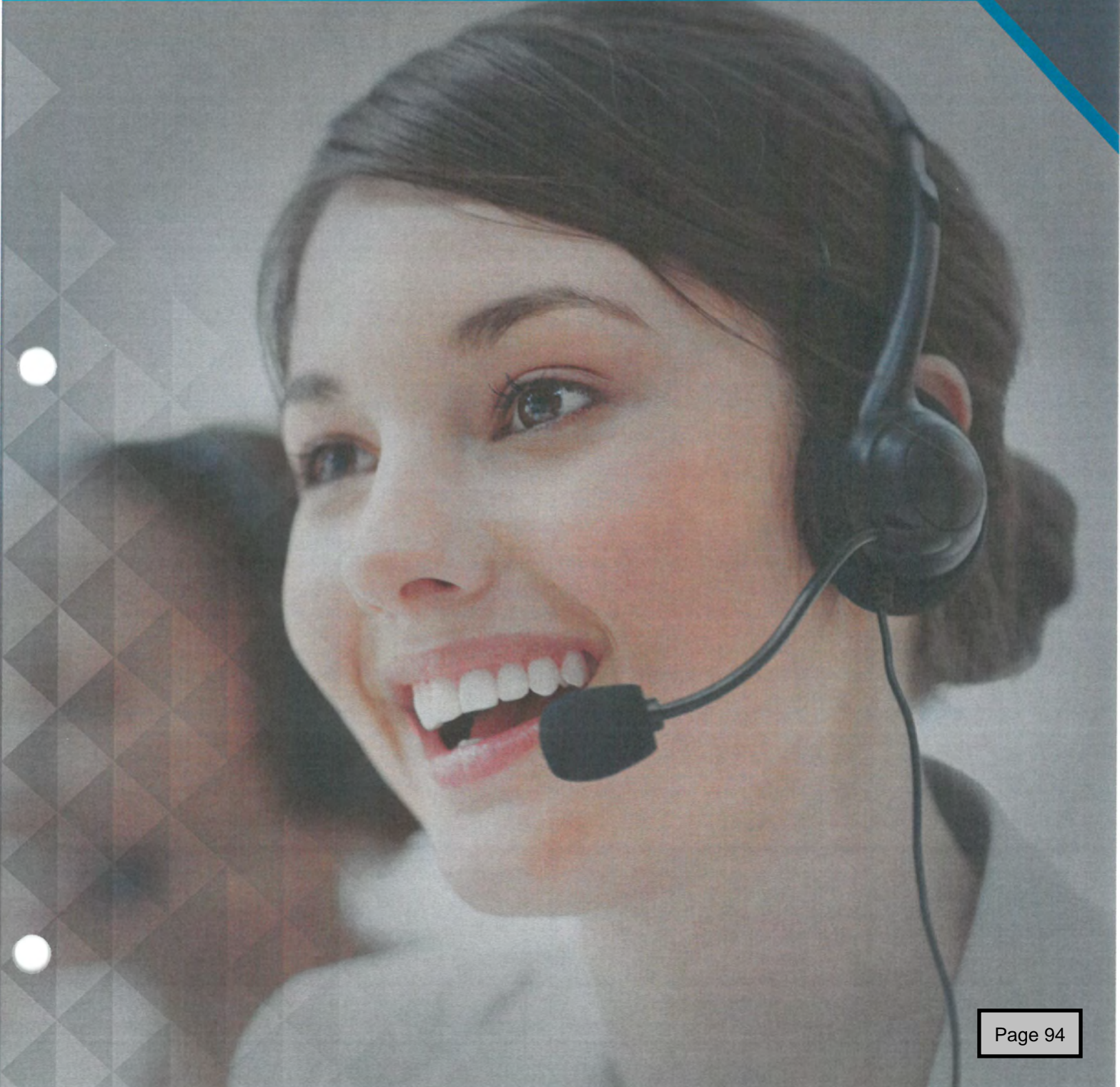
Telephone Number	Current Provider	Description	Type

USER LIST

Include the users first and last name, and all other phones.

Name	Current Phone #	Current Extension	Add-Ons	Supervisor of

● AN UNMATCHED
CUSTOMER EXPERIENCE



AN UNMATCHED CUSTOMER EXPERIENCE

Momentum Telecom delivers meaningful value and the industry's best customer experience through a white glove approach to every step of the customer journey. This begins during the sales process and extends through implementation, training and ongoing support.

As a Momentum customer, you'll experience an unrivaled commitment to customer satisfaction. We use seasoned experts, the latest technology and a customer-first mindset to ensure that we deliver an experience that's as good on Day 1 as it is on Day 1000.



Engagement

Our goal is to enable your business to thrive, and this begins on our very first call. Our sales process includes consultation with our Solution Design Engineers, operations and network engineering because we take the time to understand what your company needs, how your network is configured and what solutions are going to take your enterprise to the next level.

Once we have a solid understanding of your company's network, processes and IT challenges, our team turns to our innovative product line to collaboratively build a customized and truly comprehensive communications solution designed to work for your company's needs.



ENTERPRISE CUSTOMER IMPLEMENTATION

Every implementation is assigned to a team of highly trained professionals responsible for facilitating and managing the migration of new clients onto Momentum's platform.

During this phase, regardless of customer size, our goal is to implement the customized UC solution as quickly and cost effectively as possible. To ensure a successful implementation, Momentum Telecom assigns a dedicated project manager and provides an "on-boarding kit" detailing the process, complete with service and equipment order confirmations, contact points and roles and responsibilities.

Sample Implementation Schedule

Phase One

- » Accounts and Projects Created
- » Project Manager and Engineer Assigned
- » Customer Hand-Off Call with Sales and Implementation

Phase Two

- » Customer Information Collected and Circuit Ordered (if applicable)
- » LOA Completed for Port
- » Hardware Order Confirmed and Customer Invoiced

Phase Three

- » Hardware Ordered
- » Hardware Installed and Training Coordinated
- » Numbers Ported

Enterprise Connectivity

Momentum Telecom can connect to your network through a variety of options including: Broadband, T-1 circuits, or an MPLS network - Bring Your Own Bandwidth or Momentum Access. Momentum has completed thousands of customized network deployments, and tailors each one to maximize the quality on the network and the LAN environment.

SUPERIOR TRAINING & SUPPORT



Training

Education is essential to a successful UC solution. We provide a dedicated trainer for both on-site and web-based training to ensure that users are knowledgeable on how to take full advantage of the Momentum solution. We use a blended learning approach to our technical training where users are invited to make use of an online knowledge base for training and support, Momentum University, that is full of content designed to help users to better understand and utilize Momentum's leading tools and cloud services. Momentum University includes PowerPoint presentations, user guides, quick start guides and training videos.

Support

Momentum Telecom is committed to delivering meaningful value to our customers through a reliable, high-quality and unified user experience. To consistently deliver on this commitment, Momentum uses a dedicated white-glove team solely focused on delivering the best customer experience. Momentum's support team strives to be providers of knowledge, services and tools that simplify communications and enable business productivity.

Awards & Accolades

Momentum Telecom is consistently awarded top honors for products, services and support.



We have been impressed with the quality of Momentum's people from initial sales call, the technicians who handled the changeover, the team that trained our team and those that help with ongoing maintenance.

*Sandy Pagnotti
President & CEO
Ronald McDonald House Charities Baltimore*



877.251.5554
sales@momentumtelecom.com
www.momentumtelecom.com

Polycom Rebate
(Current value: \$2,270 in savings)



POLYCOM PROMOTION

2019 Polycom® Phone Rebate Program

Experience the latest technology for Polycom. Replace your old desk phones and take advantage of our rebates.

Rebate amounts valid from January 1 through June 30, 2019 when you replace 5 or more phones.

Polycom® VVX® Business Media Phone Solutions for SIP and Office 365

Polycom® VVX® 600 Family

Enhance productivity and enrich collaboration with the ultimate, all-in-one, one-touch desktop UC solution designed specifically for executives, managers and knowledge workers. The VVX 600 business media phone delivers a best-in-class personal communications experience with an extensive list of easy-to-use features that complement the way you work.

Polycom® VVX® 500 Family

Designed for a broad range of UC environments, the VVX 500 improves productivity through a touch-screen interface. It also serves as an application platform that complements the applications on the user's computer.

Polycom® VVX® 400 Family

Give your call attendant a high quality, cost effective UC solution that will handle their moderate call volume and provide them with the advanced telephony features they expect from a modern media phone.

Polycom® VVX® 300 Family

Give your cubicle workers the best experience with this high-quality UC Business Media Phone. Designed for a broad range of environments for small and medium businesses.

Polycom® VVX® 100 and 200 Family

Entry level IP phone with HD sound quality for general office environments.

Polycom® VVX® D60 Wireless Handset

Enjoy untethered calls with Polycom VVX functionality and quality.

Polycom® SoundStation® IP 5000, IP 6000 and RealPresence Trio conference phones. Industry leading conference phones designed for all voice collaboration experiences.

Polycom® VVX® Camera

Add Polycom VVX Cameras to the VVX 500 or VVX 600 phones and bring video to the desktop for additional rebates.

Polycom 2019 Phone Rebate Program for Authorized Polycom Channel Partners

Please note that the claim process is completed online via an electronic form. This document is for reference only. Claim form is found at: <http://polycom-rebate.com/>

Polycom Phone Rebate Program – SIP handsets

Qualified new equipment and rebate amounts when you replace 5 phones.

Product Number	Description	Rebate
2200-40250-025	VVX 101 1-line Desktop Phone	\$5.00
2200-48810-025	VVX 150 2-line Desktop Phone	\$10.00
2200-40450-025	VVX 201 2-line Desktop Phone	\$10.00
2200-48820-025	VVX 250 4-line Desktop phone	\$15.00
2200-48300-025	VVX 301 6-line Desktop Phone	\$15.00
2200-48350-025	VVX 311 6-line Desktop Phone	\$15.00
2200-48830-025	VVX 350 6-line Desktop phone	\$20.00
2200-48400-025	VVX 401 12-line Desktop Phone	\$30.00
2200-48450-025	VVX 411 12-line Desktop Phone	\$35.00
2200-48840-025	VVX 450 12-line Desktop Phone	\$40.00
2200-48500-025	VVX 501 12-line Business Media Phone	\$45.00
2200-48600-025	VVX 601 16-line Business Media Phone	\$60.00
2200-17823-001	VVX D60 Base Station with Wireless Handset	\$10.00
2200-46200-025	VVX Camera	\$10.00
2200-30900-025	SoundStation IP 5000 (SIP) conference phone	\$50.00
2200-15660-001	SoundStation IP 6000 (SIP) conference phone	\$50.00
2200-66070-001	Polycom Trio 8800	\$75.00
7200-25500-001	Polycom Trio 8800 Collaboration Kit	\$100.00
2200-66700-025	Polycom Trio 8500	\$50.00
7200-66700-025	Polycom Trio 8500 Collaboration Kit	\$50.00

Eligible Competitive Displacement Equipment:

Any working business grade desktop phone from a vendor other than Polycom qualifies for the offer

Eligible Polycom Legacy Equipment:

All Polycom SoundPoint IP phones, SoundStation Conference phones, Polycom CX500, CX600 and CX3000 phones qualify for this offer. All Polycom equipment must have been purchased over one year ago to be eligible for trade-in.

Polycom 2019 Phone Rebate Program for Authorized Polycom Channel Partners

Polycom Phone Rebate Program – Office 365 handsets

Qualified new equipment and rebate amounts when you purchase a minimum of new 5 phones.

Product Number	Description	Rebate
2200-40450-019	Skype for Business VVX 201 2-line Desktop Phone	\$10.00
2200-48300-019	Skype for Business VVX 301 6-line Desktop Phone	\$15.00
2200-48350-019	Skype for Business VVX 311 6-line Desktop Phone	\$15.00
2200-48400-019	Skype for Business VVX 401 12-line Desktop Phone	\$30.00
2200-48450-019	Skype for Business VVX 411 12-line Desktop Phone	\$35.00
2200-48500-019	Skype for Business VVX 501 12-line Business Media Phone	\$45.00
2200-48600-019	Skype for Business VVX 601 16-line Business Media Phone	\$60.00
2200-66070-019	Skype for Business Polycom Trio 8800	\$75.00
7200-25500-019	Skype for Business Polycom Trio 8800 Collaboration Kit	\$100.00
2200-66700-025	Skype for Business Polycom Trio 8500	\$50.00
7200-66700-025	Skype for Business Polycom Trio 8500 Collaboration Kit	\$75.00

Eligible Competitive Displacement Equipment:

Any working business grade desktop phone from a vendor other than Polycom qualifies for the offer

Eligible Polycom Legacy Equipment:

All Polycom SoundPoint IP phones, SoundStation Conference phones, Polycom CX500, CX600 and CX3000 phones qualify for this offer.

All Polycom equipment must have been purchased over one year ago to be eligible for trade-in.

Polycom Phone Rebate Program

Program Terms and Conditions

- **Program Term** – This rebate program (“Program”) is valid from January 1 – June 30th, 2019.
- **Program Only Open to End User Customers** – This Program is exclusively for end user customers (“Customers”) in North America who purchase five or more new Polycom desktop or conference phones. This Program does not apply to Polycom resellers, consultants or distributors. However, resellers can claim on behalf of an end customer as long as full customer details are provided.
- **Purchasing, Lease Agreement or Service Contract from Authorized Polycom Resellers** – Customers must purchase the new Polycom phones from an authorized Polycom reseller. For Lease Agreement or Service Contract – customers must purchase a thirty six (36) month or longer, non-cancellable service contract or leasing agreement from authorized Polycom reseller covering the new Polycom phones. The importance of purchasing genuine Polycom products from our authorized resellers is explained at the following link: <http://www.polycom.com/partners/why-authorized-partners.html>
- **Rebate Phone Requirements** – The Customer’s existing phones eligible for rebate must be in current use and working condition, and cannot include desk or conference phone expansion units. The Customer’s existing phones must be replaced with new Polycom desktop or conference phones on a “one for one” basis.
 - The equipment being eligible for rebate must be properly disposed of and not be used in any capacity within the organization or resold for use at any other company.
- **Minimum/Maximum Trade-In Phones** – There is a minimum of five (5) phones per claim. You are encouraged to submit all phones on one claim. There is also a maximum of up to two hundred (200) phones that may qualify under this Program.

Rebate Claims Process

1. **The Polycom Phone Rebate Program Claim**, with all required documentation (outlined below in section 2), must be submitted within either:
 - a. Ninety (**90**) days of purchase of the new Polycom phones or
 - b. One hundred fifty (**150**) days from the date of the effective contract date for Customers who have purchased long-term telecommunications service contracts.

Note: If the completed documentation is not received within 90 days from date of purchase or within 150 days from date of signature on long term telecommunications services contracts, program participation will be declared invalid, and the customer will not receive the rebate. Rebate checks made payable to the **End User/Customer** will be sent within 6-8 weeks after claim is accepted as valid.
2. **Rebate Documentation** – Customers are required to provide the following documentation directly to Polycom in order to receive the trade in rebate:
 - a. **Completed Polycom Phone Rebate Form including:**
 - i. Signed Authentication;
 - ii. List of the new Polycom phones, with model and serial numbers for each new phone for which rebate is requested; and
 - iii. List of the existing phones being replaced by the new Polycom phones (if Polycom legacy equipment provide serial numbers)
 - b. **Proof of Purchase** (one of the three options listed below):

Option 1 – Invoice for new Polycom phone purchases dated between January 1 – June 30 , 2019. From an authorized Polycom reseller or

Option 2-Long-term Equipment Lease or Services contract AND first month’s invoice for long-term equipment Lease or Telecommunications Services contract with authorized Polycom reseller.

 - a. Long-term Equipment Lease or Services contract must be signed between January 1 – June 30, 2019. First month’s invoice must be dated no later than 150 days after contract date.
 - b. Contract must show quantities and descriptions of Polycom equipment being leased or put into use.
 - c. Lease Agreement or Service Contract – customers must purchase a thirty-six (36) month or longer, non-cancellable service contract or leasing agreement from authorized Polycom reseller covering the new Polycom phones.
 - d. First month’s invoice must either list the quantities and descriptions of the Polycom equipment being put into use or reference the lease or services contract by name or number; or

Option 3 – For projects combining telecommunications services with Polycom equipment, the project invoices must refer to the deliverables in the project Statement of Work (“SOW”), which must show the quantities and descriptions of the Polycom equipment being purchased.

 - a) The SOW or services project contract containing the SOW, must be dated between January 1 – June 30, 2019:
and
 - b) Final project invoice must be dated no later than 150 days after project contract.

3. All documentation must be completed via the online portal at <http://polycom-rebate.com/>
4. 4. Polycom will provide the Customer with an email confirmation when Polycom receives the Customer's claim. Polycom is not responsible for lost or misdirected email, mail or faxes.
5. 5. Polycom or Polycom's Rebate Administrator has the right to contact the Customer at any time for verification purposes. Polycom retains the right to decline if verification cannot be validated.
6. 6. This Program is valid in the United States and Canada and is void where prohibited or otherwise restricted by law. All programs are subject to US export laws and restrictions.
7. 7. This Program may not be combined with any other promotional offer or discounts, and Polycom reserves the right to modify or cancel this Program at any time.
8. 8. No exceptions to this Program will be allowed. Polycom has the right to deny all claims that do not meet the criteria and have the sole discretion to reject claims that are not adequately substantiated.
9. 9. Any questions regarding this program should be addressed to polycom@Rebate-Exchange.com

For more information about Polycom partners visit: <http://www.polycom.com/partners/why-authorized-partners.html>

Polycom 2019 Phone Trade-In Program for Authorized Polycom Channel Partners

Important – you will need this information to enter your claim electronically at <http://polycom-rebate.com/>

How many new Polycom phones purchased _____

How many older phones are you replacing _____

Note: You must have a minimum of 5 new phones and an equal number of older phones to trade-in for this claim. Please contact your Polycom reseller if you do not meet this requirement

See the list below for the required documents for this rebate request. Please note that the documentation is different depending on how you purchased your phones.

Documents needed for Claim	Polycom Phones Purchased in Full	Polycom Phones Purchased or Leased over Time
Completed Online Claim Form	X	X
Invoice as Proof of Purchase	X	X
36 month or longer Services Contract or Lease Agreement with authorized Polycom reseller		X

Important facts to consider prior to submitting this claim. Please review your attached documents for confirmation of this information.

1. Was the purchase made between January 1-June 30th, 2019?
2. Am I trading-in at least the same number of older phones as the number of new Polycom phones purchased?
3. Do I have the model and serial numbers for each new Polycom phone? This information can be found under each phone or on the barcode label affixed to each unit box. Contact your Polycom reseller if you do not have this information.

Polycom Phone Rebate Program Claim Form Details required:

- Customer contact details
- **Polycom Reseller Information** (Company who sold you the Polycom equipment):

Questions?

Email us at polycom@Rebate-Exchange.com

Polycom Phone Rebate Program Proof of Purchase Required

You will need scanned in versions of all supporting documentation as below:

New Equipment:

- Purchase – attach scanned in Polycom Reseller invoice for proof of purchase
- 36 Month Lease Contract – attach scanned in authorized Polycom partner contract AND 1st month’s invoice for proof of purchase
- Long term /IT Project – attach scanned in contract or Statement of Work AND final invoice for proof of purchase.

New Equipment Listing: Please enter into the claim portal the model and serial number of each new Polycom phone for which you are requesting a rebate.

Please complete if this information is not provided on your Polycom Reseller invoice or other proof of purchase documents.

Note: rebates will be paid only on verified phone purchases.

Replaced Equipment Listing

Please enter details of equipment to be replaced into the web portal form. Note: Quantity of replaced phones must equal at least the same quantity as newly acquired Polycom phones.

Polycom eligible legacy equipment

If trading in Polycom eligible legacy equipment as part of this program please enter the products and serial number into the online claim form at <http://polycom-rebate.com/>

About

About Polycom

Polycom helps organizations unleash the power of human collaboration. More than 400,000 companies and institutions worldwide defy distance with secure video, voice, and content solutions from Polycom to increase productivity, speed time to market, provide better customer service, expand education, and save lives. Polycom and its global partner ecosystem provide flexible collaboration solutions for any environment that deliver the best user experience, enterprise-grade solutions, the broadest multi-vendor integration, and customer choice.

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Attachment E

ATTACHMENT E

CHECKLIST FOR SUBMITTING RFP

Sign below and submit this sheet with RFP

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

- 1. INSTRUCTIONS TO PROPOSERS SIGNATURE SHEET**
- 2. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (if any Addendums issued).**
- 3. RFP SHEETS COMPLETELY FILLED OUT AND SIGNED.**
- 5. COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE RFP (Attachments A-E).**

Charinna Kushnir, Regional Sales Manager
NAME/TITLE

Momentum Telecom
COMPANY NAME

400 Market Street, Suite 1100
ADDRESS

Philadelphia, PA 19103
CITY/STATE/ZIP

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Everify Documentation

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Momentum Telecom, Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 518836

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 518836

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 518836

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 518836

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 518836

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

Company ID Number: 518836

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 518836

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 518836

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 518836

Approved by:

Employer Momentum Telecom, Inc	
Name (Please Type or Print) Charles E Richardson	Title
Signature Electronically Signed	Date 03/12/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/12/2012

Company ID Number: 518836

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Momentum Telecom, Inc
Company Facility Address	880 Montclair Road Suite 400 Birmingham, AL 35213
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	631248402
North American Industry Classification Systems Code	517
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	6

Company ID Number: 518836

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)
GEORGIA	2 site(s)
KENTUCKY	1 site(s)
NEW YORK	1 site(s)
PENNSYLVANIA	1 site(s)

Company ID Number: 518836

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Laura Ray
Phone Number (678) 399 - 9400
Fax Number (678) 581 - 7892
Email Address laura.ray@momentumtelecom.com

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Phone Number (215) 600 - 2853
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Name Antoinette Quinn
Phone Number (845) 986 - 2242
Fax Number (845) 986 - 6868
Email Address aquinn@momentumtelecom.com

Name Jesse Brooks
Phone Number (267) 940 - 6574
Fax Number (267) 436 - 3510
Email Address jesse.brooks@momentumtelecom.com

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Product Brochures

Business Voice and Communications Plans

Solutions designed to support the communications needs of your business

BUILD BETTER BUSINESS EFFICIENCY

As traditional phone service becomes obsolete, businesses are rapidly adopting Hosted Voice over Internet Protocol (VoIP) solutions. Hassle-free management and maintenance enable our solutions to create efficiencies and empower your workforce.

QUICK SPECS

- Customizable solutions
- On-Site installations
- Hands-On training
- Measurable voice quality
- Geo-Redundant network
- 4-Digit dial into a 24/7, U.S.-based, Momentum owned call center

A MOMENTUM SOLUTION OFFERS:

Greater Functionality: A wide array of innovative features far surpass anything a traditional phone system can offer.

Flexibility & Scalability: Hosted voice provides the ultimate flexibility to scale with the dynamics of your business, saving you time and money.

Business Continuity: Start working immediately from a different location should disaster strike.

Less Equipment & Maintenance: Hosted voice requires minimal on-site equipment and maintenance, meaning you can focus on your business.

Lower Costs: From lower cap-ex and maintenance costs, to a consolidated voice and Internet bill, a hosted system can save you thousands over time.

Cutting Edge Features: You will always have the latest features and services that Momentum has to offer.

COMPLETE PRODUCT SUITE

With highlights that include best-in-class network uptime, advanced features and user-friendly products, Momentum offers a wide array of service options for any size business.

Hosted Voice: Feature-rich cloud solutions provide a range of productivity services such as: Hunt Groups, Music on Hold, Call Pickup, Voicemail to Email, Auto Attendant and much more.

SIP Trunking: Business-class solutions designed to deliver affordable cloud service with advanced telephony features to existing PBX systems.

Contact Center: Cloud-based call center solutions equipped with innovative features, an online management portal and a customizable queuing system. Add-on services such as Call Recording and Call Reporting are also available.

Unified Communications: Our Momentum Mobility application consolidates useful communication tools such as click-to-dial, video calling, conferencing, chat collaboration, and presence into a single resource.

Collaboration: Audio and web conferencing services provide enhanced communication with customers and remote team members.



Seat Types & Features

BUSINESS VOICE PLANS

Executive: Provides a dedicated line with a 10-digit telephone number and the most robust feature set available in the enterprise product.

- *Also available with Momentum Mobility
- *Also available as Extension Only

Smart Number: A dedicated line with an advanced set of mobility features. This intelligent seat type allows you to unify all your telecommunications under one number so that calls can be forwarded to a work, home or cell number based on selected criteria. This plan also includes Momentum Mobility.

Basic: A dedicated line with a limited feature set that is typically used for conference or lobby phones.

TAKE YOUR SERVICE TO THE NEXT LEVEL

Group Add-Ons: Select any or all of the following features and services:

- Auto Attendant
- Auto Attendant Tree
- Authorization Codes (included)
- Music on Hold (included)
- Hunt Group
- Call Park/Pickup (included)
- Instant Conference
- Anywhere Feature Control (included)
- Dial-in Feature Control (included)
- Virtual Number
- Series Completion (included)
- Contact Center
- Call Reporting
- Audio Conferencing
- Web Conferencing

(Included) means feature comes standard on all plans

ENTERPRISE FEATURES	EXECUTIVE	SMART	BASIC
Anonymous Call Rejection	•	•	
Anywhere	•	•	
Barge In Exempt	•		
Busy Lamp	•		
Call Block	•	•	
Call Forward: Always, Busy Line, Don't Answer, Not Reachable	•		
Call Forward Selective	•		
Call Notify	•		
Call Logs	•	•	•
Call Hold, Call Return, Call Transfer	•		
Call Waiting	•	•	•
Caller ID (w/Delivery Blocking)	•	•	•
Client Call Control	•	•	•
Directed Call Pick-Up (w/Barge In)	•		
Do Not Disturb	•	•	
Find-Me / Follow-Me	•	•	
Last Number Redial	•		
Message Waiting Indicator	•		
Multiple Call Arrangement	•		
N-Way Calling	•		
Priority Alert	•		
Privacy	•	•	•
Push-To-Talk	•		
Receptionist Dashboard	•		
Selective Call Acceptance	•		
Shared Call Appearance	•		
Speed Dial	•		
3-Way Calling	•		
Voicemail and Voicemail to Email	•	•	
Momentum Mobility		•	

• Denotes User Add-Ons

The Momentum Difference

Partner With the Best in Business Communications



MOMENTUM TELECOM OVERVIEW

Momentum Telecom provides practical, personalized VoIP and unified communications solutions to businesses across the United States and Internationally. We enable others to thrive by combining smarter technology with seasoned experts to deliver an unmatched customer experience.

- » 15 years in telecommunications
- » Nationwide provider
- » 350,000+ seats
- » One of the industry's fastest growing companies

OUR LOCATIONS

Momentum Telecom has locations across the United States enabling us to perform on-site pre-installation site surveys, implementations, training, and more.



KEY DIFFERENTIATORS

The Momentum platform delivers reliable technology that improves the quality of experience for customers. At Momentum, superior voice quality and network stability is a guarantee, not a guess.

Personalized Service

To reduce the stress of implementations, with every solution installed, we provide:

- » Pre-Sale site surveys
- » Sales engineer on-site for installation
- » Hands-On training
- » 24/7, U.S. based, Momentum owned call center

Ingenuity

Momentum provides an enterprise-class solution custom built and integrated to meet your exact requirements. We are ready to solve any challenge even if we have to invent a new way to do it.

Network Transparency

Quality reporting tools that track key metrics such as bandwidth, delay, jitter and packet loss. These detailed QoS reports measure voice quality, prove the solidity of our network, reduce issue resolution time, and help to control prioritization of carrier traffic for improvement.



MOMENTUM'S GEO-REDUNDANT NETWORK

A Single Solution With Dual Backup Functionality

Natural Disaster. Power Outage. Hardware Failure. Your network is safe with Momentum through it all. Momentum's geographically redundant architecture guarantees business continuity.

Solutions that lack the tools to recover IT communications risk more than just downtime. The impact can be huge - loss of employee productivity, sales opportunities, revenue and even valuable customers.

Our redundant clustered network servers are powered by co-location in five data centers located across the country. If any facility experiences a total loss of connectivity, calling services will fail-over to its sister network to continue processing voice traffic.

Here's how our platform keeps partners going:

- » Fault Tolerant Infrastructure
- » Generator-Backed Power Supply
- » Industry Leading Core Network Uptime
- » Regularly Scheduled Data Replication
- » Anywhere Access Cloud Services
- » Advanced Call Routing
- » Web-Based Feature Management



Gist

Voicemail transcriptions delivered,
as text to your email



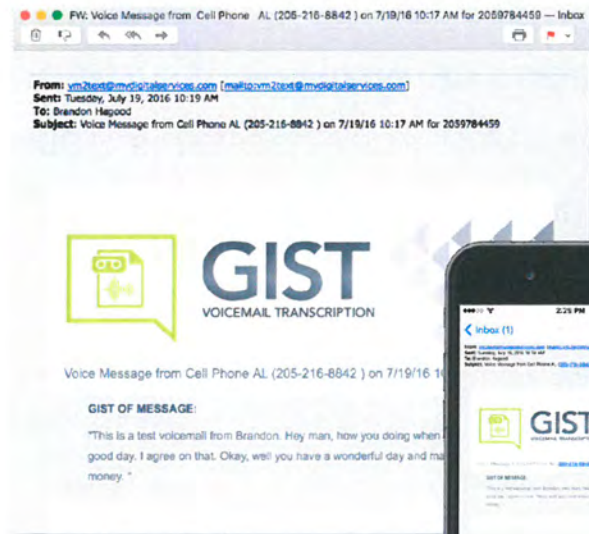
Easy to use

You see all the information you need at a glance.

Fast and efficient

Receive and respond to priority messages, closely transcribed to text in an email delivered to your computer or smartphone.

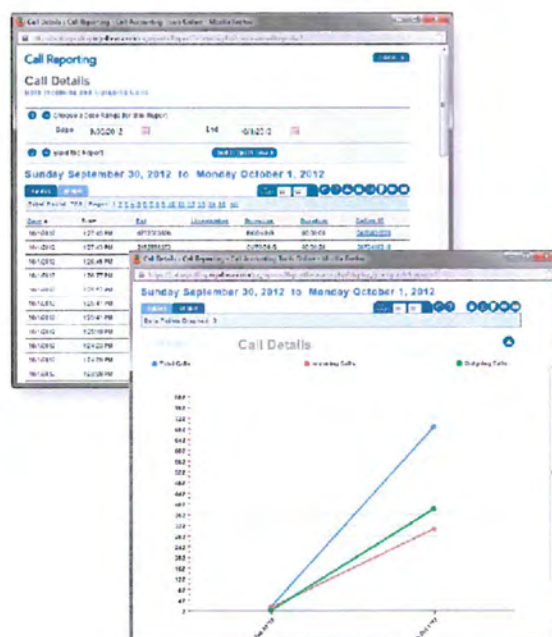
Promotes uninterrupted communication flow and enhanced responsiveness.



Basic Call Reporting

MONITORING. MANAGING, LEARNING

In today's economy, tracking ROI is essential – whether it be monitoring your sales department for content and quantity – managing your staff to allocate resources effectively – or learning about the quality of your marketing campaigns. It's important to know that your capital is being used appropriately.



Monitoring

- » Employee phone usage - Know who, how long and how many calls per hour/ day/week/month. Check where they are calling and who is calling them.
- » Call logging – Know how many calls telemarketers, inside sales, support and management are making. Check the efficiency of the receptionist, and other employees.

Managing

- » Staffing – Find out the busiest time of the day and determine the appropriate number of staff based on the amount of hourly business.
- » Billable Time – Correctly track calls with account code reports.

Learning

- » Marketing Campaigns – Measure marketing campaigns and discover how many calls each campaign generates. Which ads generate the best response? Did you miss any calls?
- » Sales Production – Generate reports that determine which sales people are consistently meeting their cold calling quotas and which ones are the most efficient on the phone.

MOMENTUM
MOBILITYVIEW
For Smartphone
and Desktop

Momentum's Mobility View for Smartphone and Desktop provides end-users with a Unified Communications (UC) experience across mainstream mobile and desktop platforms including Windows, Mac, iOS and Android.

By seamlessly integrating Momentum Telecom's voice and Unified Communicators platform, Mobility View completes the overall Momentum UC solution by focusing on the user and not just the device. This allows users to take advantage of all of the features available to them no matter where they are located or what device they are using.

Momentum's Instant Messaging & Presence (IM&P) enables secure rapid information exchange through real-time chat and presence which is integrated with Momentum's voice platform providing customers with a robust and feature rich Unified Communications experience.



Features

- **One Identity** – Users have one identity across all services, voice, video and Instant Messaging & Presence.
- **Access from any device** – Access all of your communications services from any device, including your desk phone, desktop, laptop, mobile or tablet.
- **Synchronization** – All communications preferences are stored in the cloud and synchronized with the client on login.
- **Seamless Experience** – Send and receive instant messages, monitor and set presence from any device on any network – whether it's from your desktop, mobile device or tablet.
- **Mobility** – For the Windows PC application, presence status is automatically set based on the Outlook calendar. You can also search the local Outlook address book.
- **Outlook Integration** – Brings together communications tools into a single interface.
- **Unified Communications** – Users have one identity across all services, voice, video and Instant Messaging & Presence.
- **Flexibility** – Click-to-call to originate phone calls from a desk phone, mobile phone or any other phone on the network. On your smartphone, optionally transfer data-connected (VoIP) calls to the mobile carrier voice circuit, using minutes to keep calls going while on the move.
- **Desktop Sharing** – Easily share screens with a co-worker directly through your client
- **My Room** – My Room provides a virtual meeting "room" for every user to initiate and participate in group collaboration
- **Superior Quality** – HD Voice and Video Calling Includes multi-point video

MOMENTUM
MOBILITY
WITH MESSENGER
For Desktop and Smartphone

Momentum Messenger for Smartphone and Desktop provides end-users with a Unified Communications (UC) experience across mainstream mobile and desktop platforms including Windows, Mac, iOS and Android.

By seamlessly integrating Momentum Telecom's voice and Unified Communicators platform, Momentum Messenger completes the overall Momentum UC solution by focusing on the user and not just the device. This allows users to take advantage of all of the features available to them no matter where they are located or what device they are using.

Momentum's Instant Messaging & Presence (IM&P) enables secure rapid information exchange through real-time chat and presence which is integrated with Momentum's voice platform providing customers with a robust and feature rich Unified Communications experience.



FEATURES

- » **One Identity**
Users have one identity across all services, voice, video and Instant Messaging & Presence.
- » **Access from any device**
Access all of your communications services from any device, including your desk phone, desktop, laptop, mobile or tablet.
- » **Synchronization**
All communications preferences are stored in the cloud and synchronized with the client on login.
- » **Seamless Experience**
Send and receive instant messages, monitor and set presence from any device on any network – whether it's from your desktop, mobile device or tablet.
- » **Mobility**
For the Windows PC application, presence status is automatically set based on the Outlook calendar. You can also search the local Outlook address book.
- » **Outlook Integration**
Brings together communications tools into a single interface.
- » **Unified Communications**
Users have one identity across all services, voice, video and Instant Messaging & Presence.
- » **Flexibility**
Click-to-call to originate phone calls from a desk phone, mobile phone or any other phone on the network. On your smartphone, optionally transfer data-connected (VoIP) calls to the mobile carrier voice circuit, using minutes to keep calls going while on the move.

System Requirements

SYSTEM REQUIREMENTS ARE AS FOLLOWS:

- » Operating system: Mac OS 10.6 Snow Leopard, Mac OS 10.7 Lion, Mac OS 10.8 Mountain Lion, Mac OS 10.9 Mavericks
- » Windows XP, Windows Vista, Windows 7, or Windows 8 (Classical view only).
- » The installation footprint is approximately 125 megabytes (MB).
- » For voice calls, a sound card, speakers, and a microphone or a headset are required.
- » For video calls, a web cam is required.
- » A minimum 1 GB random access memory (RAM) is required.
- » Minimum 1 gigahertz (GHz); however, 1.5 GHz is recommended, Pentium 4 at a minimum, dual core
- » Open Graphics Library (OpenGL) 1.5 or higher is recommended.

FOR HIGH-DEFINITION (HD) VIDEO, THE FOLLOWING IS RECOMMENDED:

- » HD camera
- » HD resolution support in display
- » Pentium Quad Core or equivalent
- » 2 GB RAM
- » Bandwidth

PORTS

Service/Feature	Ports-PC	Protocol
User Login	80	HTTP
	443	HTTPS (SSL/TLS)
IM&P	5222	XMPP
Audio	5060	SIP (UDP/TCP)
	8500-8598	RTP
Video	5060	SIP (UDP/TCP)
	8500-8598	RTP
File Transfer	1081	XMPP
	52644-52645	SOCKS

Polycom™ VVX® 400 Series

A color midrange business media phone for today's office workers and call attendants delivering crystal clear communications



The Polycom® VVX® 400, 401, 410 & 411 are expandable color business media phones that deliver crystal clear communications, enhanced collaboration and personal productivity.

SIMPLICITY AND EASE OF USE

The VVX 400 Series brings high-quality, cost-effective solutions to front-line staff handling a moderate volume of calls through advanced unified communications (UC) telephony features. The intuitive color user interface of the VVX 400 Series makes navigation easy and requires minimal training.

UNSURPASSED VOICE QUALITY AND CLARITY

The VVX 400 Series delivers breakthrough Polycom® HD Voice™ quality for lifelike conversations while minimizing fatigue, making calls more efficient and productive.

MAXIMIZE PRODUCTIVITY

Give your front-line staff the best experience with this high-quality, 12-line color business media phone. The VVX 400 Series improves personal productivity by complementing the workplace applications on the computer. Users can view and manage their Microsoft Exchange Calendars, receive meeting reminders and alerts, access the corporate directory and instant messaging/presence status right on their phone display, even while waiting for their PC to boot. They can also extend their PC's desktop to include the VVX 400 Series screen for mouse/keyboard navigation and interaction.

BEST-IN-CLASS DEPLOYMENT AND ADMINISTRATION

The VVX 400 Series is easy to deploy and simple to manage. Using an enterprise-grade, Web-based configuration method allows administrators to easily provision and maintain even a large number of phones throughout the entire organization.

CUSTOMIZABLE AND EXPANDABLE

The VVX 400 Series provides personalized information at a glance, through built-in Web applications and custom backgrounds. The VVX 400 Series also comes ready for future expansion modules as your users' needs and business grows.

MARKET-LEADING OPEN STANDARDS INTEROPERABILITY

Designed for enhanced interoperability, the VVX 400 Series leverages and complements the other existing IT investments in your business. With the broadest call server interoperability in the industry, the Polycom VVX 400 Series midrange business media phone can become the flexible and future-proof foundation for any organization's UC strategy.

Benefits

- ▶ Improve productivity for office staff and knowledge workers via an intuitive larger, color display and easy-to-use line appearances
- ▶ Make more efficient and productive calls with the unparalleled voice clarity of Polycom® HD Voice™
- ▶ Reduce deployment and maintenance costs—the Polycom Zero Touch Provisioning and Web-based configuration tool makes the VVX 400 Series simple to deploy, and easy to administer, upgrade and maintain
- ▶ Leverage previous IT infrastructure investments—deploy VVX 400 Series business media phones on your existing network without needing to upgrade your call control platform
- ▶ Easily integrate with third-party UC and productivity applications for broad, standards-based, open APIs
- ▶ Single USB port (2.0 compliant) for media and storage applications (VVX 401 / VVX 411 only)

USER INTERFACE FEATURES

- Backlit 3.5 in color LCD (320 x 240) resolution
- Voicemail support
- WebKit-based browser
- Adjustable base height
- Single USB port (2.0 compliant) for media and storage applications
- Unicode UTF-8 character support. Multilingual user interface including Chinese, Danish, Dutch, English (Canada/ US/UK), French, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Slovenian, Spanish and Swedish

AUDIO FEATURES

- Polycom® HD Voice™ technology delivers lifelike voice quality for each audio path, handset, the hands-free speakerphone and the optional headset
- Polycom® Acoustic Clarity™ technology Providing full-duplex conversations, acoustic echo cancellation and background noise suppression
 - Type 1 compliant (IEEE 1329 full duplex)
- Frequency response – 150 Hz – 7 kHz for handset, optional headset and handsfree speakerphone modes
- Codecs: G.711 (A-law and μ -law), G.729AB, G.722.1, iLBC
- Individual volume settings with visual feedback for each audio path
- Voice activity detection
- Comfort noise generation
- DTMF tone generation (RFC 2833 and in-band)
- Low-delay audio packet transmission
- Adaptive jitter buffers
- Packet loss concealment

HEADSET & HANDSET COMPATIBILITY

- Dedicated RJ-9 headset port
- Hearing aid compatibility to ITU-T P.370 and TIA 504A standards
- Compliant with ADA Section 508 Subpart B 1194.23 (all)
- Hearing aid compatible handset for magnetic coupling to hearing aids
- Compatible with commercially available TTY adapter equipment

CALL HANDLING FEATURES¹

- 12 lines (programmable line keys)
- Shared call/bridged line appearance
- Busy lamp field
- Flexible line appearance (1 or more line keys can be assigned for each line extension)
- Supports compatible USB headsets
- Distinctive incoming call treatment/ call waiting
- Call timer and call waiting
- Call transfer, hold, divert (forward), pickup
- Called, calling, connected party information
- Local 3-way audio conferencing
- 1-touch speed dial, redial
- Remote missed call notification
- Do not disturb function
- Electronic hook switch capable
- Local configurable digit map/dial plan

OPEN APPLICATION PLATFORM

- WebKit-enabled full browser that supports HTML5, CSS, SSL security and JavaScript
- Supports Polycom Apps SDK and API for third-

- party business and personal applications
- Bundled with Polycom UC Software:
 - Corporate directory access using LDAP
 - Visual conference management
 - Local voice call recording on USB flash drive

NETWORK PROVISIONING

- SIP protocol support
- SDP
- IETF SIP (RFC 3261 and companion RFCs)
- Two-port gigabit Ethernet switch
 - 10/100Base-TX across LAN and PC Ports
 - 1000Base-TX available on VVX410
 - Conforms to IEEE802.3-2005 (Clause 40) for physical media attachment
 - Conforms to IEEE802.3-2002 (Clause 28) for link partner auto-negotiation
- Manual or dynamic host configuration protocol (DHCP) network setup
- Time and date synchronization using SNTP
- FTP/TFTP/HTTP/HTTPS serverbased central provisioning for mass deployments
- Provisioning and call server redundancy supported¹
- QoS Support – IEEE 802.1p/Q tagging (VLAN), Layer 3 TOS and Diffserv/DSCP
- VLAN-CDP, DHCP VLAN discovery, LLDP-MED for VLAN discovery
- Network address translation support for static configuration and “keep-alive” SIP signaling
- RTCP and RTP support
- Event logging
- Syslog
- Hardware diagnostics
- Status and statistics reporting
- IPv4 and IPv6
- TCP
- UDP
- DNS-SRV

SECURITY

- 802.1X Authentication and EAPOL Media encryption via SRTP
- Transport Layer Security (TLS)
- Encrypted configuration files
- Digest authentication
- Password login
- Support for URL syntax with password for boot server address
- HTTPS secure provisioning
- Support for signed software executables

POWER

- Built-in auto sensing IEEE 802.3 af Power over Ethernet (Class 2)
- External Universal AC Adapter (optional), 48VDC, 12W

APPROVALS

- FCC Part 15 (CFR 47) Class B
- ICES-003 Class B
- EN55022 Class B
- CISPR22 Class B
- VCCI Class B
- EN55024
- EN61000-3-2; EN61000-3-3
- NZ Telepermit
- Korea KC²

- UAE TRA
- Russia GOST-R³
- Brazil ANATEL³
- Australia A & C TickOHS compliant

SAFETY

- UL 60950-1
- CE Mark
- CAN/CSA C22.2 No 60950-1
- EN 60950-1
- IEC 60950-1
- AS/NZS 60950-1
- ICASA (add)
- CITC (add)

OPERATING CONDITIONS

- Temperature: 0 to 40°C (+32 to 104°F)
- Relative Humidity: 5% to 95%, non-condensing

STORAGE TEMPERATURE

- -40 to +70°C (-40 to +160°F)

POLYCOM VVX 300 & 310 COMES WITH

- VVX 400 or 410 console
- Handset with handset cord
- Network (LAN) Cable - CAT-5E
- Quick Start Guide
- A ferrite clamp is included in the box
- Open Source OFFER is included in the box

SIZE

- 7.5 x 6 x 7 in (19 x 15 x 18 cm) (W x H x D)

PART NUMBERS

- 2200-46135-025 – VVX300 VVW PoE
- 2200-46161-025 – VVX310 VVW PoE

WEIGHT

- Unit Weight 2.0 lbs. (0.9 kg)

UNIT BOX DIMENSIONS

- 12 x 8.25 x 4.25 in
- 3.1 lbs (1.4 kg)

MASTER CARTON QUANTITY

- Ten (10)

COUNTRY OF ORIGIN

- China

WARRANTY

- One (1) Year

1. To enjoy all the benefits of Polycom HD Voice when using the phone in the headset mode, you must use a wideband headset.
2. Most software-enabled features and capabilities must be supported by the server. Please contact your IP PBX/ Softswitch vendor or service provider for a list of supported features.
3. Planned future compliance



VoIP Phone System

2019-730

Criteria	Possible Points	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded	Points Awarded
		Pinnacle	Momentum	Encore	Ambit	TPx	Vertical	Jive	Presidio	Halski
Proposal Meets Requirements	30	15	30	25	15	25	20	28	28	28
Industry Experience	20	10	20	18	10	10	10	15	20	15
Support Resources	20	10	20	15	10	15	15	15	15	15
References	20	20	20	0	20	20	20	0	20	0
Monthly Cost	10	10	8	6	4	7	5	9	3	9
TOTAL		65	98	64	59	77	70	67	86	67

Item Attachment Documents:

20. Second Amendment to Non-Exclusive Intergovernmental Mineral License - Re-nourishment Project



STATE PROPERTIES COMMISSION
270 Washington Street, Suite 2-129, SW, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

April 23, 2019

Mayor Jason Buelterman
City of Tybee Island
403 Butler Ave.
Tybee Island, Georgia 31328

RE: SPC File # 703.36.2 Second Amendment to Non-Exclusive Intergovernmental Mineral License For Tybee Island Beach Renourishment Project

Dear Mayor Buelterman:

Enclosed is the Second Amendment to Non-Exclusive Intergovernmental Mineral License for Tybee Island Beach Renourishment Project for the increase in the amount of sand and mineral required for the beach renourishment, including the expansion in the size of the dredging area, the increase in the dredging volume and the extension of the lease term.

Please sign and return both counterparts to our office for execution by the Governor and recordation in the State's inventory. Once fully executed, an original of the agreement will be mailed to your attention.

Should you have any questions, please contact my office at (404) 656-5602.

Sincerely,



J. Frank Smith
Deputy Executive Director

Enclosures (2)

**SECOND AMENDMENT TO
NON-EXCLUSIVE INTERGOVERNMENTAL MINERAL LICENSE FOR TYBEE ISLAND
BEACH RENOURISHMENT PROJECT**

This **SECOND AMENDMENT TO NON-EXCLUSIVE INTERGOVERNMENTAL MINERAL LICENSE FOR TYBEE ISLAND BEACH RENOURISHMENT PROJECT** (hereinafter the "Second Amendment") is entered this ____ day of _____, 2019, by and between the **STATE OF GEORGIA**, acting by and through its State Properties Commission ("State"), and the **CITY OF TYBEE ISLAND**, a municipal corporation of the State of Georgia ("City").

WITNESSETH:

WHEREAS, the parties entered into an Intergovernmental Mineral License for Tybee Island Beach Renourishment Project, dated June 4, 1999, as modified by that certain First Amendment to that Certain Non-Exclusive Intergovernmental Mineral License for Tybee Beach Renourishment Project, dated April 23, 2008 ("Agreement"); and

WHEREAS, the City underestimated the sand volume and time required for the Tybee Island Beach Renourishment Project ("Project") and wishes to amend the Agreement to expand the area in which the City is permitted to remove and mine sand from the waterbottoms and extend the term; and

WHEREAS, the State Properties Commission authorized amending the Agreement to extend the term and expand the mine area at its meeting on April 23, 2019;

NOW, THEREFORE, for and in consideration of the mutual public good, the benefit of the parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I.

Paragraph 1 of the Agreement is amended to extend the term by deleting "Twenty-Five years" and substituting "Forty years."

II.

Paragraph 4 of the Agreement is amended by deleting "1.8 million cubic yards" and substituting "2.0 million cubic yards."

III.

The Agreement is further amended by deleting, in their entirety Exhibits "A" and "B", attached thereto and inserting Exhibits "A" and "B" attached hereto in lieu thereof.

IV.

This Second Amendment modifies the Agreement as expressly stated herein. Except as modified by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. No further amendment or modification of the Agreement shall be valid or binding unless made in writing and executed by the respective party's duly authorized officer(s).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly signed sealed and delivered on the day, month and year first above written.

**STATE OF GEORGIA, acting by and through
is State Properties Commission**

By: _____
GOVERNOR BRIAN P. KEMP
as Chairman of the
State Properties Commission

Attest: _____
MARTY W. SMITH
as Executive Director of the
State Properties Commission

Signed, sealed, and delivered
as to the State Properties Commission
in the presence of:

Unofficial Witness

(Great Seal of
the State of Georgia
Affixed Here)

(Commission Seal
Affixed Here)

Official Witness, Notary Public
My Commission expires:

(Notary Public Seal
Affixed here)

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

CITY OF TYBEE ISLAND, GEORGIA

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Signed, sealed, and delivered
as to the State Properties Commission
in the presence of:

Unofficial Witness

Official Witness, Notary Public
My Commission expires:

(Notary Public Seal
Affixed here)

EXHIBIT A

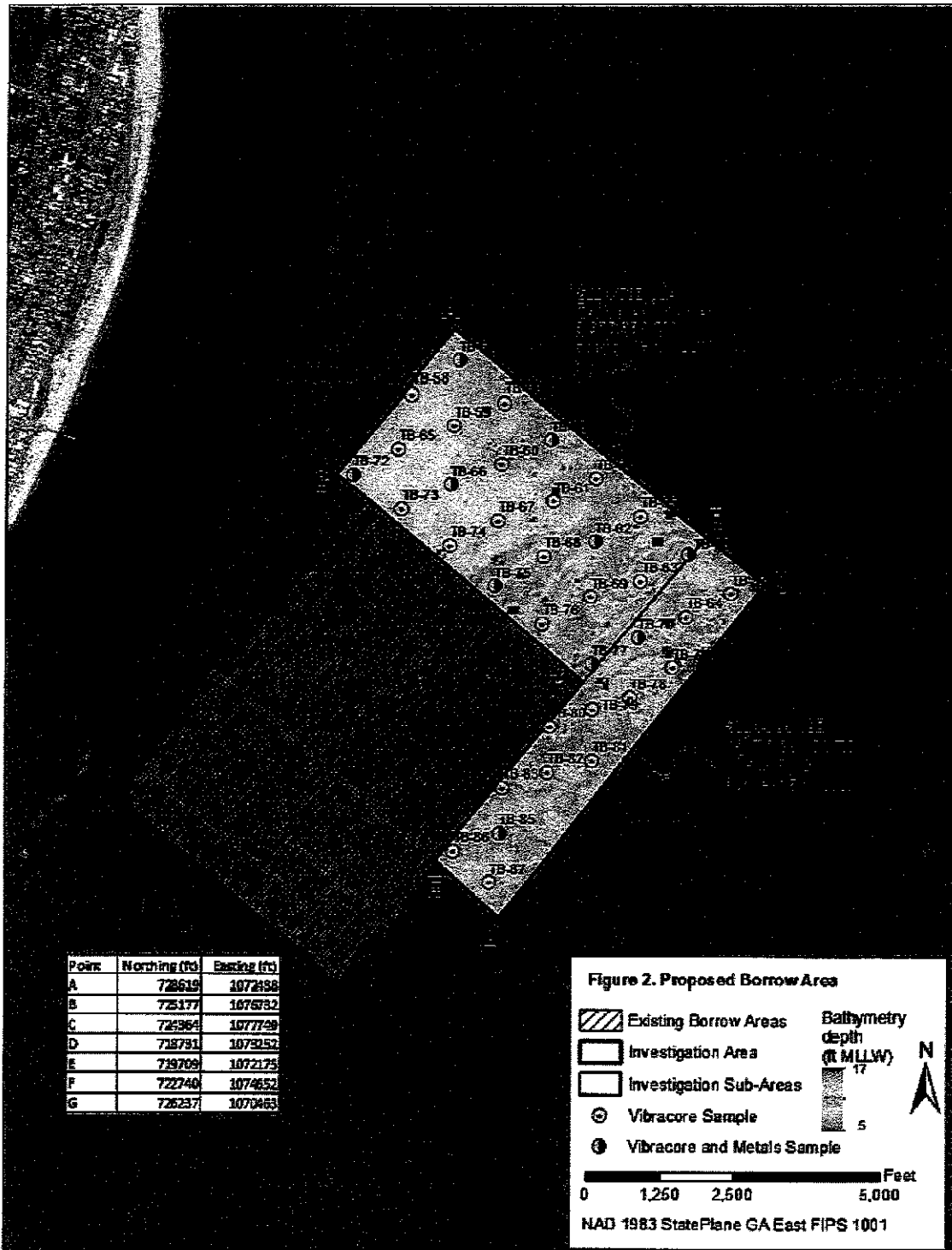
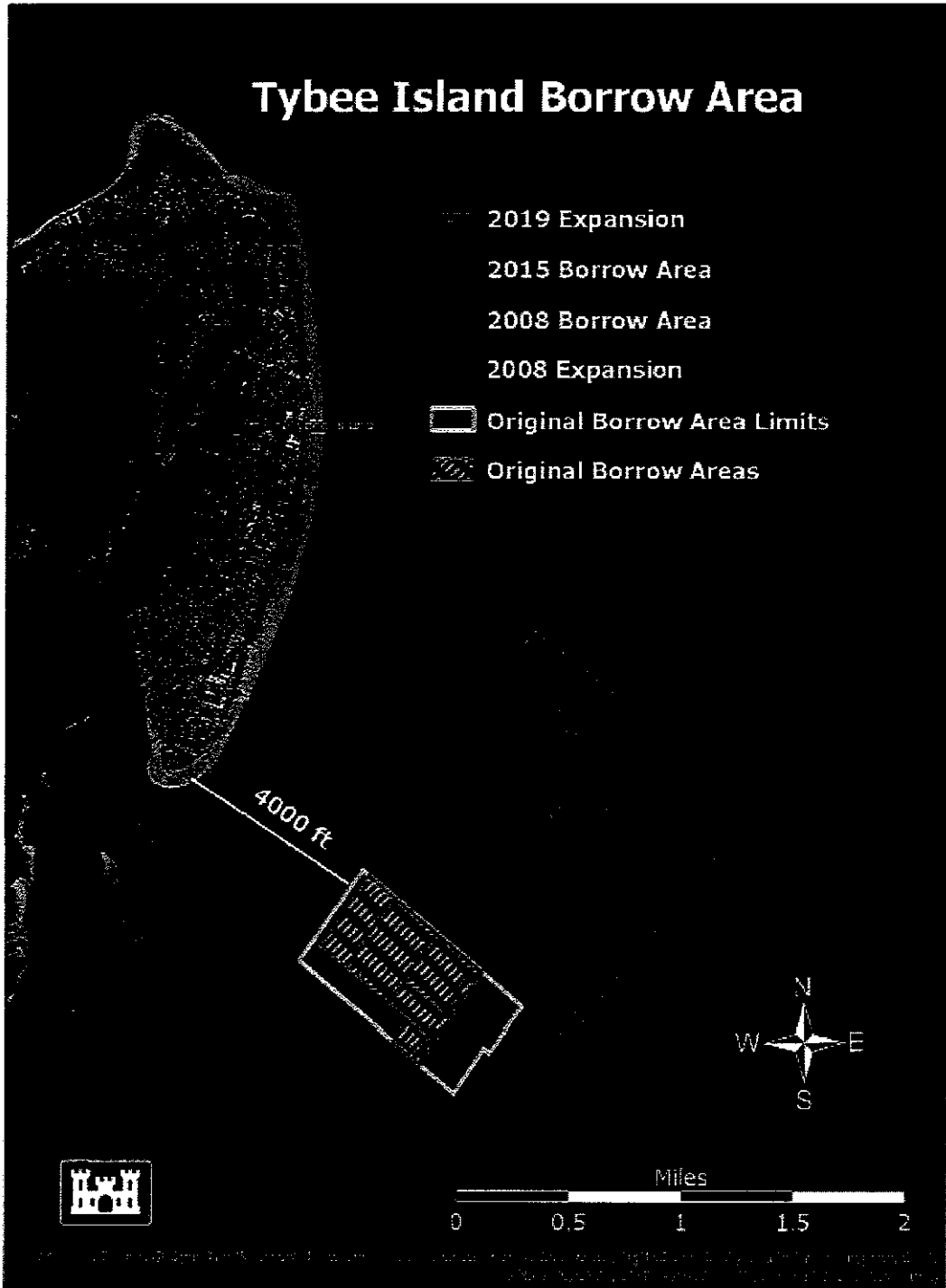


EXHIBIT B

Tybee Island Borrow Area



Item Attachment Documents:

21. First Reading, 2019-09, Section 34-261 - Application, STVR

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND, GEORGIA, REGARDING THE PROVISIONS RELATING TO SHORT TERM VACATION RENTALS SO AS TO REQUIRE THE REGULATION THEREOF, APPLICATION OF OCCUPATIONAL TAXES BE PROVIDED FOR IDENTIFIED LOCATIONS AND THAT DURING THE VACATION SEASON TO PROVIDE FOR WASTE DISPOSAL REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE 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 to amend the Code of Ordinances for the City of Tybee Island, Georgia, Section 34, relating to short term vacation rentals so as to create a new section to address garbage and/or waste removal requirements during the “vacation” season and;

WHEREAS, the governing authority desires to amend the current code at Section 34 so as to revise the provisions thereof pertaining to the locations at which such short term rentals are conducted; and

WHEREAS, the occupancy of short term vacation rental units is imposing an additional burden on the disposal of refuse within the City and creates inappropriate and unsanitary, unpleasant and deleterious effects and impacts upon others and therefore, an additional imposition of refuse removal requirements is appropriate; and

NOW, THEREFORE, It is hereby ordained by the governing authority of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, including Chapter 34, Article VIII, and the sections thereof (Section 34-260 through 34-271) be amended so as to be amended as hereinafter provided.

SECTION 1

The existing provisions of such chapter and sections are amended so as to hereinafter read as follows:

Sec. 34-261. – Application

- (a) Within 90 days of the effective date of the ordinance from which this article is derived, no person shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as a short-term vacation rental, as defined in Section 34-260, without the owner or rental agent first obtaining an occupation tax certificate and registering each STVR with the city.
- (b) The city must be notified in writing within seven days when there is a change in property ownership, management, agent or emergency contact. Failure to do so will void any registration.
- (c) Registrant for a short-term vacation rental shall submit, on an annual basis, a registration for a short term vacation rental to the City of Tybee Island. The registration shall be furnished on a form specified by the city manager, accompanied by a non-refundable registration fee as established by city council and on file with the clerk. Such application should include:
 - (1) The complete street address of the STVR;

- (2) Ownership, including the name, address, e-mail and telephone number of each person or entity with an ownership interest in the property;
 - (3) The number of bedrooms, the maximum occupancy and the number of location of off-street parking spaces on the premises and any off-premises parking applicable;
 - (4) The name, address and telephone number of a short-term vacation rental agent or local emergency contact if applicable; and
 - (5) Any other information that this chapter requires the owner to provide to the city as part of the registration for a short-term vacation rental. The city manager or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.
 - (6) The emergency contact number required by Section 34-265.
- (d) The registration form pursuant to this section shall be processed, and added to a database to be kept by staff listing STVR unit information and any citations that occur. The city shall notify the owner and agent of any instances that result in a citation for a code violation or other legal infarction.

Sec. 34-262. – Regulatory fee/renewal

- (a) The short-term vacation rental application shall be accompanied by an initial regulatory fee and be subject to an annual fee every January 1 thereafter, as established by the mayor and city council.

(1) The regulatory fee shall be \$100.00 per rental unit. An application is valid when completed and filed along with payment of the application regulatory fee. The fee shall be due January 1 of each year for short term rental purposes and, if not paid within 90 days thereof, shall be subject to the delinquency and penalty provisions of section 58-163 as applicable to occupation tax/business license provisions as well as the revocation of any right to use the unit for short term rental purposes until payment of the penalties and fee. In addition to the regulatory fee license as specified herein, the applicant shall also pay the required occupation tax each year.

(b) Each property shall be issued a registration number;

(c) Failure to register as prescribed by this law will result in a fine of \$100.00 for each month that the unit continues to operate without compliance, including without registration.

(d) The annual registration of a unit and the regulatory fee are not transferrable. In the event ownership of a unit changes and even if there is no change in the management company managing the unit, the fee upon ownership change shall be \$100.00 if the change occurs prior to July 1 of the year and \$50.00 if after July 1 of the year.

(e) In the event a management company changes, the unit is to be re-registered by notice to the city and the regulatory fee will be \$50.00 if the management company change is after July 1; otherwise, the fee is \$100.00.

SECTION 2

The Code of the City of Tybee Island, Georgia, is hereby amended so as to add the following section to be designated as Section 34-265 which section shall provide as follows:

Waste Disposal Requirements During Vacation Season

Solid Waste Disposal

- (a) The provisions of Section 22-191 of the Code as now or currently hereinafter amended are expressly made applicable to short term vacation rental operations and locations except as modified herein.
- (b) During the time period of each year commencing with the Saturday prior to the weekend of the Memorial Day holiday through the Saturday after the Labor Day holiday the following requirements shall be applicable:
 - a. At each location of a short term vacation rental, the person or persons responsible for such location shall arrange and provide for refuse collection from the short term vacation rental location trash pickups therefrom twice weekly and only one of which pickups shall be the standard pick up provided to all residents.

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: _____

572-572-1

Item Attachment Documents:

22. Second Reading, 2019-03, Graffiti

ORDINANCE NO. 2019-03

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
REGARDING GRAFFITI

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 to amend the Code of Ordinances for the City of Tybee Island, Georgia, Section _____ relating to graffiti.

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, Section _____ dealing with graffiti 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 Section _____ to be added so that hereafter such section shall read follows:

Sec. _____.

Sec. ____-1. Purpose and Intent. The City Council of the City of Tybee Island is enacting this ordinance to help prevent the spread of graffiti vandalism and to establish a program for the removal of graffiti from public and private property. The Council is authorized to enact this ordinance pursuant to its police powers under Georgia law, as well as the City Charter, to provide for the removal of graffiti from private and public property.

Sec. ____-2. Findings; Nuisance. Council finds that graffiti is a public nuisance and destructive of the rights and values of property owners, as well as the entire community. Unless the City acts to require the removal of graffiti from public and private property, the graffiti tends

to remain and other properties then become the target of graffiti and entire neighborhoods are affected and become less desirable all to the detriment of the City. Further, the City finds that rapid or prompt removal (less than 72 hours) serves as a deterrent to future defacement and such defacement is less likely to reappear. The City finds that graffiti and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates, signage, other structures, trees, and other real and personal property within the City constitutes a nuisance.

The City Council intends, through the adoption of this ordinance to provide additional enforcement tools to protect public and private property from acts of graffiti vandalism and defacement. This ordinance is not intended to conflict with any existing state laws prohibiting or impacting graffiti.

Sec. ____-3. Definitions.

For purposes of this ordinance, the following words shall have the meanings respectively subscribed to them in this section except where the context clearly indicates a different meaning:

(a) *Aerosol paint container* means any aerosol container that is adapted or made for the purpose of applying spray paint or other substance capable of defacing property.

(b) *Broad tip marker* means any felt tip indelible marker or similar implement with a flat or angled writing surface that, at its broadest width, is greater than one-fourth of an inch, containing ink or other pigmented liquid that is not water soluble.

(c) *Etching equipment* means any tool, device, or substance that can be used to make permanent marks on any natural or man-made surface.

(d) *Graffiti* means any unauthorized inscription, word, figure, painting, or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any graffiti implement to the

extent that the graffiti was not authorized in advance of the owner or occupant of the property or, despite advance authorization, is otherwise deemed a public nuisance by the City Council. See also O.C.G.A. § 17-15A-2 which is incorporated herein by reference.

(e) *Graffiti abatement* shall mean the abatement procedure that identifies graffiti, issues notices to the landowner to abate the graffiti, and cures or removes such graffiti in absence of a response.

(f) *Graffiti implement* means an aerosol paint container, a broad tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush, or any other device capable of scarring or leaving a visible mark on any natural or man-made surface.

(g) *Gum label* means any substance consisting of a material such as, but not limited to, paper, fabric, cloth, plastic, vinyl and/or any other similar material, whether the material also contains one or more surfaces containing a substance such as, but not limited to, any material commonly known adhesive or glue, which cannot be removed from the surface in an intact condition and with minimal efforts including, but not limited to, decals, stickers, patches, stamps, or labels.

(h) *Paint stick or graffiti stick* means any device containing a solid form of paint, chalk, wax, epoxy, or similar substance capable of being applied to a surface by pressure and leaving a mark of at least one-eighth of an inch in width.

(i) *Person* means any individual, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(j) *Private contractor* means any person with whom the City shall have contracted to remove graffiti.

Sec. ___-4. Graffiti prohibited.

It shall be a violation of this section for any person to write, paint, draw, carve, scratch, erect, or place upon any wall, rock, bridge, building, fence, gate, signage, other structure, tree or other real or personal property, either publicly or privately owned, any drawing, inscription, figure, or mark of any type which is commonly known or referred to as “graffiti.” Any such “graffiti” shall be removed or eradicated within 72 hours of its first appearance.

Sec. ___-5. Violation.

A violation of any of the provisions of this section shall be punishable by fine, restitution, or other penalty as provided by the City Code.

Sec. ___-6. Notice to Remove.

(a) Whenever the City’s Code enforcement officer or his designee determines that graffiti exists on any private property which is visible to any person utilizing any public road, parkway, alley, sidewalk, or other right of way or any public park or property, the Code enforcement officer shall cause a notice to be issued to abate such nuisance. The property owner shall be given three (3) days from the date of the notice to remove the graffiti or the same will be subject to abatement by the City.

(b) The notice to abate graffiti pursuant to this section shall be a written notice and shall be served upon the owner(s) of the affected property, as such owner(s) name and address appears on the last property tax assessment rolls of Chatham County, Georgia. If there is no known address for the owner, the notice shall be sent to the property address. The notice may be served in any of the following manners:

- (1) By personal service on the owner, occupant, or manager of the property;
- (2) By registered or certified mail addressed to the owner; or
- (3) By posting a copy on the property.

Sec. ____-7. Removal by City; lien.

Upon failure of the owner(s) to comply with the notice to remove, the code enforcement officer shall issue a notice to appear before the code enforcement board. The City Manager shall be permitted to allow the city or private contractor to remove the graffiti and charge any costs associated with removal to the owner of the property. The City Manager shall not be limited to removal by the city or a private contractor and may allow any fines, restitution, or other penalty to become a lien against the property.

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 _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572-572-1

Item Attachment Documents:

23. First Reading, 2019-04, Sec 22-33, Disorderly Household

ORDINANCE NO. ~~07~~ -2018~~9~~

(Previously 07-2018)

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
BY ADDING AN ARTICLE DEFINING AND
REGULATING A DISORDERLY HOUSE NUISANCE
FOR THE CITY OF TYBEE ISLAND, GEORGIA

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, 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 to adopt ordinances under its police and home rule powers, and

WHEREAS, the governing authority desires to amend the Code of Ordinances for the City of Tybee Island to define and regulate a disorderly house nuisance,

NOW, THEREFORE, be it ordained by the governing authority of the City of Tybee Island that Chapter 22 of the Code of Ordinances of the City of Tybee Island is hereby amended to create a new article to be designated as Article IIA, Disorderly House Nuisance to hereafter read as follows:

ARTICLE IIA DISORDERLY HOUSE NUISANCE CODE.

SECTION 22-33 GENERAL DEFINITIONS.

For the purposes of this Article, the following definitions shall apply:

1. "Dwelling" means a house, duplex, condominium unit, apartment building, mobile home, manufactured home, trailer or any other structure(s) or place(s) used or intended to be used for human habitation, including common areas within the structure when buildings or structures are used for more than one (1) dwelling, and accessory buildings such as garages located on the same Premises.
2. "In or on the premises of any Dwelling" means either within a dwelling or the area within the boundary lines of any real property of the same ownership on which such dwelling is located.

3. "Occupant" means any person who lives in or has possession of, or holds an occupancy interest in, a Dwelling; or any person residing in or frequenting the premises of the Dwelling with the actual or implied permission of the Owner or lessee.
4. "Owner" means any person, agent, operator, firm or corporation having a legal or equitable interest in the Dwelling; or one with an interest recorded in the official records of the state, county or municipality as holding title to the Dwelling; or otherwise having a control of the Dwelling, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of such property by a court.

SECTION 22-34 DISORDERLY HOUSE NUISANCE DEFINED.

A "Disorderly House Nuisance" is a Dwelling within which, or on the premises of which, any of the following offense(s) have occurred within a three hundred sixty-five (365) day period.

1. One or more felonies or Three (3) misdemeanors, arising out of separate, and distinct facts and circumstances, as defined by the statutes of the State of Georgia, and/or the ordinances of the City of Tybee Island; or
2. Three (3) or more violations of Chapter 10 of the Code of the City of Tybee Island, relating to animals and fowls, arising out of separate and distinct facts and circumstances; or
3. Three (3) or more violations of Article II, Article III, or Article IV of Chapter 22 of the Code of the City of Tybee Island, relating to nuisances, property maintenance, and/or noises arising out of separate and distinct facts and circumstances; or
4. Three (3) or more violations of Chapter 42 of the Code of the City of Tybee Island, relating to various offenses, arising out of separate and distinct facts and circumstances; or
5. A combination of three (3) offenses s from any of the above categories, arising out of separate and distinct facts and circumstances.

SECTION 22-35 VIOLATION.

1. No owner or occupant or manager of any Dwelling shall allow or permit such Dwelling to be, or become, a Disorderly House Nuisance.
2. An owner and/or occupant, as the case may be, shall be deemed to have allowed or permitted a Dwelling to be, or become, a Disorderly House Nuisance, if:

- a. The owner or occupant has personally committed the acts set forth in Section 22-34; or
- b. Such acts were committed by invitees of the occupant or owner; or
- c. Such acts were committed by persons attending events, or functions, sponsored, permitted or allowed by the occupant or owner; or
- d. Such acts were committed by a combination of subsections a, b or c; or
- e. The owner, occupant and manager, if any, has or have been provided with the written notice of a Disorderly House Nuisance pursuant to Section 22-36, below, the facts alleged therein are true, and the owner or occupant and/or manager fails or refuses to enter into a Nuisance Abatement Agreement, or after entering into such Agreement, fails to comply with its terms.

ANY NOTICE OF ABATEMENT DECISION OR AGREEMENT AND THE REQUIREMENTS THEREIN SHALL ATTACH TO THE PROPERTY INVOLVED REGARDLESS OF ANY CHANGE IN OWNERSHIP, OCCUPANCY OR MANAGEMENT AND ANY SUCH AGREEMENT OR DECISION SHALL SO PROVIDE

SECTION 22-36 WRITTEN NOTICE OF DISORDERLY HOUSE NUISANCE.

No person shall be prosecuted for a violation of Section 22-35 until the Director of Community Development-Economic Director or such similar position as then exists (hereafter "Director"), or his designee, shall serve such person or persons or entity with the notice provided herein, and the persons, or entity have or has either failed, or refused, to enter into the Nuisance Abatement Agreement, provided for hereinafter, or after entering into such Agreement, fails to comply with its provisions. Such Notice may be served on any person by personal service, or in the case of an occupant who has not been personally served, by restricted mail addressed to the address of the Dwelling, or, in the case of a Non-Occupant Owner, by restricted mail to his/her last known address, or, if none, to the address to which any tax statement is provided to such owner for the Dwelling and in the case of a property manager, to the business address of such manager. Such notice shall contain, at a minimum, the following:

1. That a Disorderly House Nuisance exists, as defined by Section 22-34, at the location specified in the notice.
2. The date of the commission of the acts which constitute the basis for the Disorderly House Nuisance, the name(s) of the person(s) committing such acts, if known, and

the offense committed, the violation time, date and type and the code section making such conduct or occurrence an offense with the case number, if applicable, and include a notice that additional violations of laws or ordinances at the location may result in the suspension or cancellation of a business permit or license to operate a non-owner occupied residential dwelling STVR at the location following a hearing or an opportunity for a hearing thereon before the city manager.

3. The date, time and place where the person is to appear, and meet with the Director or his designee, to participate in the Nuisance Abatement Conference.
4. That failure to appear, or failure to make satisfactory arrangements for an alternative date and time, at the time and place designated in the notice may result in prosecution of a violation of Section 22-35 and the imposition of penalties, as proscribed by the Article and the Code of Ordinances.

SECTION 22-37 NUISANCE ABATEMENT CONFERENCE.

At the nuisance abatement conference, the Director or his designee, and the owner And/or occupant, and/or manager shall discuss the facts constituting the Disorderly House Nuisance and shall attempt to agree on specific actions that the owner and/or occupant can take to abate said Disorderly House Nuisance.

SECTION 22-38 NUISANCE ABATEMENT AGREEMENT.

1. At the conclusion of the nuisance abatement conference, the Director or his designee shall submit to the owner and/or occupant a proposed written nuisance abatement agreement. If at the conclusion of the conference, the Director or his designee needs more time to draft said proposed agreement, then a follow-up meeting shall be scheduled with the owner and/or occupant, within ten (10) days of the initial conference for submittal and review of the completed proposed nuisance abatement agreement.
2. Any nuisance abatement agreement under this article shall include a list of specific actions and specific schedule of deadlines for said actions to abate the Disorderly House Nuisance. It may also include provisions for a periodic reassessment of the agreement effectiveness, and the procedure for a modification of the agreement. A nuisance abatement agreement or any written modification to said agreement may impose conditions or requirements on the owner and/or occupant and/or manager for a period of twelve(12) months from the date of the original agreement entered into by the owner and/or occupant and/or manager and the City. A nuisance abatement agreement may impose one or more of the following conditions or requirements on the owner and/or occupant.
 - a. Eviction of identified individuals from the dwelling in question,

- b. Written notification from the owner and/or occupant and/or manager to an identified individual or individuals that they are prohibited from entering onto the Premises of the Dwelling,
 - c. Utilization of written leases containing a provision or provisions requiring eviction for criminal activity,
 - d. The completion of improvements upon the Premises of the Dwelling which have the impact of mitigation of crime, including but not limited to the erection of fences, installation of security devices upon the entrances or increased lighting,
 - e. Any other reasonable condition or requirement designated to abate the Disorderly House Nuisance.
3. Once a proposed written nuisance abatement agreement or written modification to nuisance abatement agreement has been submitted to the owner and/or occupant and/or manager said owner and/or occupant and/or manager shall have forty- eight (48) hours to review it and enter into said agreement by signing it and returning it to the Community Development Director or his designee.

SECTION 22-39 COMMENCEMENT OF PROSECUTION.

The Director or his designee, may commence prosecution alleging a violation of this Article under the following circumstances:

- 1. The owner and/or occupant does not attend a conference with the City within the time period described previously.
- 2. The owner and/or occupant fails or refuses to sign a proposed written nuisance abatement agreement or proposed written modification to said agreement within the prescribed time period set forth in this section.
- 3. The owner and/or occupant agent subsequently fails or refuses to comply with any conditions or requirements set forth in a nuisance abatement agreement, including any prescribed deadlines for taking particular actions.

Sec. 22-39.1. NON-OWNER OCCUPIED SHORT TERM RENTAL PROPERTIES.

Notwithstanding any other provisions of the Code, in the event the property or dwelling in question is a location authorized or permitted for non-owner occupied short term vacation rentals, the permit and/or occupational tax certificate and/or license for the operation of such location may be revoked for ordinance or other violations as provided herein. Such revocation may occur following a notice being delivered to the owner, occupant and/or agency managing the property from the city manager requiring that an administrative hearing before the manager be held. Following such a hearing, or an effort

to hold such a hearing in the event that the owner, occupier, or agent does not appear, the manager is authorized to suspend, revoke, place on probation with restrictions, or take other appropriate action with regard to the permit, occupational tax certificate, or business license for the location. The owner, occupant, or agent may appeal the manager's decision to the Superior Court of Chatham County but, in the absence of a court order providing otherwise, the decision of the manager goes in force immediately, and an appeal does not act as a supersedeas. At the option of the manager, the procedures of Sec. 34-39 may be used to address license revocation proceedings in lieu of the above.

SECTION 22-40 ACTION TO ABATE PENALTIES.

In addition to prosecution of the offense defined in this Article or pursuing any other remedies available under this Code, the Director or his designee, upon receipt of reliable information that any Dwelling within the corporate limits of the City is being maintained as a Disorderly House Nuisance, may prosecute an action for equitable relief, in the name of the City, to abate the nuisance and to enjoin any person who shall own, rent, or occupy the Dwelling in question from using or permitting its use in violation of the provisions of this ordinance.

SECTION 22-41 JUDGMENT.

No judgment finding a violation of this ordinance shall be entered against an owner and/or occupant who has, in good faith, endeavored to prevent the nuisance. Any owner and/or occupant who has complied with all conditions or requirements of a nuisance abatement agreement and any modifications to said agreement, as defined by the ordinance, shall be deemed to have endeavored in good faith to prevent the nuisance.

SECTION 22-42 PENALTIES.

Upon a finding of guilt under this Article, the Court may, in addition to other remedies permitted by the Code, impose a term of probation for a term of up to one (1) year, conditioned on any or all of the following:

1. The completion of improvements upon the Premises of the Dwelling which have the impact of mitigating crime and criminal activity, including but not limited to the erection of fences, installation of security devices or increased lighting; and
2. Requirement of a written lease for occupants which includes provisions requiring eviction for criminal activity;
3. Submitting tenancy lists on a periodic basis to the Police Department;
4. Posting a cash bond of no less than the minimum fine and up to the amount of the maximum fine for the period of court supervision or conditional discharge imposed by the Court, such bond to be retained by the Court in

an interest bearing account and conditioned on successful completion of the period of court supervision on conditional discharge.

5. Any other condition reasonably related to the objective of abating the Disorderly House Nuisance.

The paragraph, section, or article numbers referred to herein and the order thereof may be changed or renumbered in the codification process without further action by the Mayor and Council.

This Ordinance shall become effective on _____ day of _____, 2019.

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

Item Attachment Documents:

24. Second Reading, 2019-06, Sec 6-5 and 6-6, Fingerprints

ORDINANCE NO. 6-2019

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
SO AS TO AMEND PROVISIONS THEREOF AS TO
ALCOHOL LICENSING AND PROCEDURE OR RELATING _____

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 to AMEND Chapter 6, Sections 6-5 and 6-6, 6-88 and 6-89 and 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, Chapter 6, and the designated sections described below are hereby amended so that hereafter the sections 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 Chapter 6 to be amended so as to hereafter read as shown below.

Sec. 6-5. – Reporting to City/Police – Licensee.

- (a) Prior to or at the time of submitting an application, the applicant for a license or permit issued under the terms of this article and the owner of the proposed business shall submit themselves for fingerprinting as provided by law and in accordance with city procedures as directed by the city manager.
- (b) It shall be unlawful for any person or the holder of any wholesale liquor, beer or wine licenses or the holder of any retail liquor, beer or wine licenses to operate thereunder any place of business without having a registration card signed by the chief of police.

(Code 1983, § 9-2-6)

SECTION 2

The Code of the City of Tybee Island, Chapter 6, Section 6, is hereby amended so as to hereafter read as follows:

Sec. 6-6. - Same—Employees.

All employees shall, within 72 hours after the date of their first work in an establishment covered under the terms of this article, submit themselves for fingerprinting as provided by law and in accordance with city procedures as directed by the city manager.

(Code 1983, § 9-2-7)

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: _____

572/1/Ordin 2018 fireworks 02.12.18

Item Attachment Documents:

25. Second Reading, 2019-07, Sec 6-88, Application Required and Sec 6-89, Issuance

[2019-07, Sec 6-88 and 89](#)

Sec. 6-88. - Application required.

Every person engaged within the city limits in carrying on the business of handling or selling malt beverages, as allowed by the act of the state legislature approved March 23, 1985 (known as the Beer License Act), at wholesale, or retail, and every person hereafter intending to carry on such business in said city, as aforesaid, shall before continuing said business, or engaging therein, file with the clerk of the city an application for a permit to conduct and carry on such business; said application shall set forth the location and building where such business is being conducted or is to be conducted.

(Code 1983, § 9-2-31)

Sec. 6-89. - Issuance.

- (a) The city shall grant a license or permit hereunder when the same is found to be in the public interest and general welfare of the citizens of the city. All persons to whom such permit or license shall be issued shall take such permit or license subject to the same being revoked at any time as herein provided; such permit shall not be transferable. Permits or licenses so granted shall expire at the end of each calendar year, and may be renewed only in the manner and form as provided in this article for the ordinal granting of permits and licenses.
- (b) The city, in determining whether or not any license or permit applied for hereunder shall be granted, shall consider the following standards as indicative or whether or not the granting of said license or permit is in the public interest and general welfare:
- (1) The applicant's reputation, character and mental and physical capacity to conduct a business engaged in the sale of malt beverages;
 - (2) [That the applicant has not been convicted within ten years prior to the filing of the application of illegally possessing, transporting or selling malt beverages, and that he has never been convicted of an offense involving moral turpitude or a felony.](#)
 - (23) The location for which the license is sought relative to traffic congestion, general character of the neighborhood and the effect such as establishment would have on the adjacent and surrounding property value;
 - (34) The number of licenses previously granted for similar businesses in the trading area of the place for which the license is sought;
 - (45) The proximity of the location of said establishment to schools, churches, libraries and other public buildings in the surrounding area;
 - (56) If applicant is a previous holder of a license to sell malt beverages, whether or not the applicant or his establishment has violated any law, regulation or ordinance relating to such business; and
 - (67) If applicant is a previous holder of a license to sell malt beverages, the manner in which business was conducted thereunder requiring unusual police observation and inspection including the number and frequency of complaints filed by citizens objecting to the manner of conducting business at said location.
- (c) [It shall be the policy of the city to deny a license to any establishment not meeting the standards set forth in this section.](#)

(Code 1983, § 9-2-32)

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ORDINANCE NO. 7-2019

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
SO AS TO AMEND PROVISIONS THEREOF AS TO
ACOHOL LICENSING AND PROCEDURE OR RELATING _____

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 to amend Chapter 6, Sections 6-5 and 6-6, 6-88 and 6-89 and, 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, Chapter 6, and the designated sections described below are hereby amended so that hereafter the sections 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 Chapter 6, Section 88, to be amended so as to hereafter read as follows:

Sec. 6-88. - Application required.

Every person engaged within the city limits in carrying on the business of handling or selling malt beverages, as allowed by the act of the state legislature approved March 23, 1985 (known as the Beer License Act), at wholesale, or retail, and every person hereafter intending to carry on such business in said city, as aforesaid, shall before continuing said business, or engaging therein, file with the clerk of the city an application for a permit to conduct and carry on such business; said application shall set forth the location and building where such business is being conducted or is to be conducted.

(Code 1983, § 9-2-31)

SECTION 2

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Chapter 6, Section 88, to be amended so as to hereafter read as follows:

Sec. 6-89. - Issuance.

- (a) The city shall grant a license or permit hereunder when the same is found to be in the public interest and general welfare of the citizens of the city. All persons to whom such permit or license shall be issued shall take such permit or license subject to the same being revoked at any time as herein provided; such permit shall not be transferable. Permits or licenses so granted shall expire at the end of each calendar year, and may be renewed only in the manner and form as provided in this article for the ordinal granting of permits and licenses.
- (b) The city, in determining whether or not any license or permit applied for hereunder shall be granted, shall consider the following standards as indicative or whether or not the granting of said license or permit is in the public interest and general welfare:
 - (1) The applicant's reputation, character and mental and physical capacity to conduct a business engaged in the sale of malt beverages;
 - (2) That the applicant has not been convicted within ten years prior to the filing of the application of illegally possessing, transporting or selling malt beverages, and that he has never been convicted of an offense involving moral turpitude or a felony.
 - (3) The location for which the license is sought relative to traffic congestion, general character of the neighborhood and the effect such as establishment would have on the adjacent and surrounding property value;
 - (4) The number of licenses previously granted for similar businesses in the trading area of the place for which the license is sought;
 - (5) The proximity of the location of said establishment to schools, churches, libraries and other public buildings in the surrounding area;

- (6) If applicant is a previous holder of a license to sell malt beverages, whether or not the applicant or his establishment has violated any law, regulation or ordinance relating to such business; and
- (7) If applicant is a previous holder of a license to sell malt beverages, the manner in which business was conducted thereunder requiring unusual police observation and inspection including the number and frequency of complaints filed by citizens objecting to the manner of conducting business at said location.
- (c) It shall be the policy of the city to deny a license to any establishment not meeting the standards set forth in this section.

(Code 1983, § 9-2-32)

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: _____

Item Attachment Documents:

26. Second Reading, 2019-08, Sec 2-010, Terms and Definitions, Height of Building

ORDINANCE NO. 2019-08

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
TO AMEND SECTION 2-01O(B), DEFINITIONS, TO CHANGE
THE DEFINITION OF *HEIGHT OF BUILDING*

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, 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 to adopt ordinances under its police, zoning, and home rule powers, and

WHEREAS, recent amendments to the Code pertaining to the measurement of the height of buildings in connection with construction on improved structures, including the battery, necessitate providing for revisions to the definition of *Height of building*; and

WHEREAS, the governing authority desires to amend Section 2-01O(B), Definitions, so as to change the definition of *Height of building*,

NOW, THEREFORE, It is hereby ordained by the governing authority of the City of Tybee Island that Section 2-01O(B), Definitions, shall delete the current definition of *Height of Building* so as to hereafter read as hereinafter provided.

SECTION 1

The Code of Ordinances is hereby amended so as to revise Section 2-01 O(B), Definitions, so that the definition of *Height of building* shall hereafter read as follows:

Sec. 2-010.

B. Definitions.

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

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 ordinances of the City.

ADOPTED THIS DAY OF _____, 2019.

MAYOR

ATTEST:

First Reading _____

Second Reading _____

Enacted _____

CLERK OF COUNCIL

Item Attachment Documents:

27. Second Reading, 2019-10, Sec 5-090, Variances

ORDINANCE NO. 2019-10

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
FOR THE CITY OF TYBEE ISLAND, GEORGIA,
REGARDING VARIANCES

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 to amend the Code of Ordinances for the City of Tybee Island, Georgia, Section 5-090, relating to variances.

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, Section 5-090 dealing with variances 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 Section 5-090(B) to be amended so that hereafter such sub-section shall read follows:

Sec. 5-090. Variances.

(B) Height. No part of any structure shall project beyond 35-feet above the average adjacent grade of a property except;

- (1) See 2-010. Terms and definitions; Height of building.
- (2) The following items that were existing on the date of the adoption of this ordinance; flag poles, television aerials, water towers and tanks, steeples and bell towers, broadcasting and relay towers, transmission line towers, and electric substation structures.

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 _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572-572-1

Item Attachment Documents:

29. Jason Buelterman - Finance Committee Notes and Recommendations

Attendees: Jason Beulterman, John Branigin, Monty Parks, Shawn Gillen, Angela Hudson, Nalene Conway

Jason called the meeting to order.

New Business:

Jason Beulterman – Determine set amount or percentage of budget to maintain in fund balance

Jason asked Shawn and Angela for thoughts on this.

Shawn asked Angela what our annual general fund revenues are.

Angela replied that last year we took in \$11.3 million. She stated in doing the budget we are at \$7 million in terms of payroll and personnel. Payroll is at 65%

Shawn advised the committee that the number the study came up with was \$3.5 million needed to respond to a hurricane. He stated it is possible to get all or most of that back but it takes time. The question is what we need beyond that to have sufficient reserves for good bond readings or the ability to respond to another emergency within the same year. Shawn used \$9 million as an example. \$9 million is about 85% of revenues on an annual basis.

Jason asked Shawn if he was suggesting if we set \$9 million as the amount.

Angela suggested \$10 million and stated several debts that could occur if something happens to the island.

Monty stated that he thinks \$10 million is excessive. He stated that at some point we owe it to the tax payers to ease back a little. Monty stated we are adding parking spaces and increasing parking rates. He mentioned that hotel/motel only goes up as those rates increase.

Angela stated as of right now we are at \$9.5 in revenues. She stated our trend with the exception of last year (transferring \$800,000 in to the Campground fund to make it whole again) is we have traditionally been bringing in a lot more revenue of a million dollars or more.

Shawn stated we have to do some capital projects. He stated we can't just rely on SPLOST to do that, and we need to be in the position to use some general fund revenues (revenues over expenditures). Shawn asked Angela if we set it at \$10 million would we still have that flexibility to do the \$500k and \$1 million in capital projects of general fund.

Angela stated that people can also look at operating cost.

Monty asked if we could dedicate money to separate accounts/programs instead of only having a general fund reserve.

The committee discussed this as an option.

Shawn suggested instead of picking a flat number, determine a percentage.

John stated he thinks it is reasonable to set a floor as long as we can justify the amount based on potential issues. He stated he doesn't think we need to grow the fund balance anymore. John stated he would like to take the money that would have gone to grow the fund balance and put it towards capital.

Jason stated he agreed with setting a percentage that will be enabled to grow and dedicate everything above towards capital.

Monty stated the reason he suggested reserve accounts was because it makes it more transparent more than it sitting in general fund.

The committee discussed fund balance and designation according to GASB rules.

Shawn advised that enterprise funds are intended to be self-sufficient. He stated that utility is supposed to have a rate structure that should sustain it operationally and capital wise in to perpetuity. He stated if subsidizing with general fund dollars you are artificially lowering those rates.

Jason asked Shawn to work with his team to come up with a percentage and make a recommendation to City Council with the additional money being designated for capital.

He stated to Monty if council thinks what he is suggesting is this is the best way to move forward they can make that recommendation.

The committee discussed.

Monty made a motion that staff develop a reserve general fund amount based on percentage of annual income, revenue, or operating expense and present to council as being the reserve amount with the amount above to be dedicated toward capital means. John seconded. All were in favor.

John Branigan – Mobile 911 surcharges

John stated that according to the GMA update, the money from the 911 surcharges now goes from the telecoms to the Georgia Department of revenue rather than directly to the counties. He stated that he pulled his landline phone bill and at the very bottom under the 911 fees it states “based on our records your CUI number is GA0911, your regulatory address is Tybee Island”. He advised that we watch when we get our allotment from the Department of Revenue because a couple things could happen.

- They may be more accurate in figuring out how many registered phones there are on Tybee Island so our amount could go up.
- It could stay relatively the same in which case we are still getting underpaid.
- The worst case would be the Georgia Department of Revenue decides Tybee Island is in Chatham County, it all goes to Chatham County in which case we don’t get anything.

John stated that the best news out of this is now there is one entity that we have a better chance to try to get this cleared up so we are getting our equitable fair share of that 911 money.

Angela stated that we are getting some of the prepaid fees.

Jason stated we have been waiting for written confirmation that they won’t hit us up with a bill two years down the road.

The committee discussed there were a lot of kinks to be worked out.

John made a motion to have Angela keep an eye on our 911 reimbursements and see if she can draw any conclusion about whether we are still being underpaid. Monty seconded the motion. All were in favor.

John Branigan – Solid waste subsidy

John stated that he personally thinks it is wrong to be subsidizing what we charge for solid waste

Shawn stated it is his understanding there are two pieces that cause a general fund subsidy of solid waste fund.

- Steven's Day exemption
- The City is charged yard waste pick up. The charge is not extended to the customer.

John stated he does not believe this is very transparent.

Jason asked what it would cost each home to pay for yard waste.

Nalene replied that the city is paying \$4.64 per home, approximately 2,600 residents bringing the monthly total to \$12,041.

The committee discussed whether or not to continue subsidies and reviewed the current amounts being subsidized.

The committee discussed the purpose of the Steven's Day subsidy is to relieve the residents of rate increases.

The committee discussed the option of modifying or possibly terminating the contract with Atlantic Waste saving the citizens and the city (in subsidies) approximately \$240,000 per year.

John stated an option of not billing people directly period and just have the city pay for it as part of city services.

Jason stated he wanted to figure out a way to get the cost everyone pays for yard debris through subsidy and taxes down.

The committee discussed parameters for a proposal.

John stated that we have two separate issues.

- Not getting the service from Atlantic Waste on a city wide basis that we should be
- General fund subsidizing enterprise fund

Jason asked Shawn what the motion should be.

Shawn stated the motion should be to assess alternative means of yard waste collection that would lower the subsidization of yard waste collection in the solid waste fund.

John stated that he thinks we should table all of this and pay greater attention to the RFP that we put together and when we get the results of the RFP we ask the staff to come up with a rate structure that fully funds what the city has to pay.

The committee agreed to hold off.

John Branigin – Water/Sewer Rates

Jason asked if he could make a suggestion that we consider doing the same thing with the CPI to the rates that we do with all the impact fees for developers that would be in construction and any other impact fees where the money goes straight to water and sewer.

The committee discussed.

Monty made a motion to get a list of impact fees that would be affected by a CPI increase. John seconded. All were in favor.

John stated we need to act with some sense of urgency to figure out how we are going to get from here to there. There being ten years out when we start construction of the new sewer treatment facility. He stated he thinks it's up to the Infrastructure Committee to come up with a road map for how to get things done. He stated he thinks the Finance Committee needs to play a role in figuring out what the strategy is to making sure we can pay for it.

Monty suggested moving some money out of general fund and start the fund, put seed money in there now.

The committee discussed whether or not the percentage of the increase in demand based on R2 build out is minimal.

Shawn advised the committee;

- Use caution subsidizing utility fund with general fund dollars because over time that can cause neglect to the system.
- Courtney is giving a starting point and does assume full build out.
- If new SPLOST passes some of that can be used and is not general fund subsidy but instead using one time dollars for one time expenditure.
- There are two types of structures Courtney recommended.
- The 3,000 citizens of Tybee aren't the ones driving the water demand, so how do you push the cost to those driving the demand.
- Get a list of the highest users top to bottom, commercial and residential and then cross reference those addresses with our short term vacation rental database or homestead exemption data. Courtney's study only gave top ten.

The committee discussed if Infrastructure and Finance Meetings will give enough focus.

Monty stated he thinks it a good idea to have Planning Commission look at the R-2 definition.

Shawn stated the Master Plan Implementation Committee is in their charge, was to go through the caring capacity study and this is an outgrowth of the caring capacity study. He stated they are eager to help.

Jason stated we need to know how much money we actually need.

John made a motion to charge the Master Plan Implementation Committee with coming up with a list of assumptions either from Courtney's study or rethinking those that can become the input into the infrastructure analysis which can then drive the financial discussion. Monty seconded the motion.

Jason requested a motion to adjourn the meeting. Monty made the motion. John seconded. The meeting was adjourned.

RECYCLE	DISCOUNT	CUSTOMER	MONTHLY	YEARLY
SENIOR	\$ 6.78	34	\$ 221.00	\$ 2,652.00
S DAY	\$ 2.24	816	\$ 1,828.00	\$ 21,934.00
GARBAGE				
S DAY	\$ 4.15	834	\$ 3,461.00	\$ 41,533.00
YARD DEBRIS	\$ 4.64	2595	\$ 12,041.00	\$ 144,492.00
TOTAL			\$ 17,551.00	\$ 210,611.00

City of Tybee Island Water & Sewer Rate Schedule - Rate Change Reflects 1.9% CPI

Service		Rate Adopted 8.26.10	Rate Adopted 6.13.13	Rate Adopted 1.23.14	Rate Adopted 2.26.15	Rate Adopted 2.11.16	Rate Adopted 3.9.17	Rate Adopted 2.22.2018	Rate Adopted 2.1.2019
Water:	Commercial Multi	\$ 10.86	\$ 11.55	\$ 11.72	\$ 11.82	11.90	12.20	12.45	12.69
	Additional Units (no kitchen)	\$ 7.00	\$ 7.44	\$ 7.55	\$ 7.61	7.67	7.86	8.02	8.17
	Commercial Single	\$ 10.86	\$ 11.55	\$ 11.72	\$ 11.82	11.90	12.20	12.45	12.69
	Bed & Breakfast	\$ 10.86	\$ 11.55	\$ 11.72	\$ 11.82	11.90	12.20	12.45	12.69
	Municipal	\$ 10.86	\$ 11.55	\$ 11.72	\$ 11.82	11.90	12.20	12.45	12.69
	Residential - Single Family	\$ 9.55	\$ 10.15	\$ 10.30	\$ 10.38	10.46	10.72	10.94	11.15
	Residential - Multi Family (per kitchen)	\$ 9.55	\$ 10.15	\$ 10.30	\$ 10.38	10.46	10.72	10.94	11.15
	Consumption	\$ 9.55	\$ 10.15	\$ 10.30	\$ 10.38	10.46	10.72	10.94	11.15
	Residential - Senior	\$ 4.60	\$ 4.89	\$ 4.96	\$ 5.00	5.04	5.16	5.27	5.37
				\$ -	\$ -	0.00	0.00	0.00	0.00
Sewer:	Commercial Multi	\$ 24.83	\$ 26.40	\$ 26.80	\$ 27.01	27.20	27.88	28.46	29.01
	Additional Units (no kitchen)	\$ 7.00	\$ 7.44	\$ 7.55	\$ 7.61	7.67	7.86	8.02	8.17
	Commercial Single	\$ 24.83	\$ 26.40	\$ 26.80	\$ 27.01	27.20	27.88	28.46	29.01
	Bed & Breakfast	\$ 24.83	\$ 26.40	\$ 26.80	\$ 27.01	27.20	27.88	28.46	29.01
	Municipal	\$ 24.83	\$ 26.40	\$ 26.80	\$ 27.01	27.20	27.88	28.46	29.01
	Residential - Single Family	\$ 21.86	\$ 23.24	\$ 23.59	\$ 23.78	23.94	24.54	25.06	25.53
	Residential - Multi Family (per kitchen)	\$ 21.86	\$ 23.24	\$ 23.59	\$ 23.78	23.94	24.54	25.06	25.53
	Residential -	\$ 11.08	\$ 11.78	\$ 11.96	\$ 12.05	12.14	12.44	12.70	12.94

Consumption Rates per 1,000 Gallons:

Service:	Usage Volume:	Rate Adopted 8.26.10	Rate Adopted 6.13.13	Rate Adopted 1.23.14	Rate Adopted 2.12.15	Rate Adopted 2.11.16	Rate Adopted 3.9.17	Rate Adopted 3.9.17	Rate Adopted 2.1.2019
Water:	0 - 3,000 gallons								
	3,000 - 5,000 gallons	\$ 3.00	\$ 3.19	\$ 3.24	\$ 3.26	3.29	3.37	3.44	3.50
	5,000 - 10,000 gallons	\$ 3.25	\$ 3.46	\$ 3.51	\$ 3.54	3.56	3.65	3.73	3.80
	10,000 - 20,000 gallons	\$ 3.50	\$ 3.72	\$ 3.78	\$ 3.81	3.83	3.93	4.01	4.09
	20,000 and above	\$ 3.75	\$ 3.99	\$ 4.05	\$ 4.08	4.11	4.21	4.30	4.38
				\$ -	\$ -	0.00	0.00	0.00	0.00
Sewer:	0 - 3,000 gallons	\$ -	\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00
	3,000 - 5,000 gallons	\$ 3.00	\$ 3.19	\$ 3.24	\$ 3.26	3.29	3.37	3.44	3.50
	5,000 - 10,000 gallons	\$ 3.25	\$ 3.46	\$ 3.51	\$ 3.54	3.56	3.65	3.73	3.80
	10,000 - 20,000 gallons	\$ 3.50	\$ 3.72	\$ 3.78	\$ 3.81	3.83	3.93	4.01	4.09
	20,000 and above	\$ 3.75	\$ 3.99	\$ 4.05	\$ 4.08	4.11	4.21	4.30	4.38
				\$ -	\$ -	0.00	0.00	0.00	0.00
Sprinkler/ Consumption Only:	0 - 3,000 gallons	\$ 3.00	\$ 3.19	\$ 3.24	\$ 3.26	3.29	3.37	3.44	3.50
	3,000 - 5,000	\$ 3.00	\$ 3.19	\$ 3.24	\$ 3.26	3.29	3.37	3.44	3.50
	5,000 - 10,000	\$ 3.25	\$ 3.46	\$ 3.51	\$ 3.54	3.56	3.65	3.73	3.80
	10,000 - 20,000	\$ 3.50	\$ 3.72	\$ 3.78	\$ 3.81	3.83	3.93	4.01	4.09
	20,000 and above	\$ 4.50	\$ 4.78	\$ 4.85	\$ 4.89	4.92	5.05	5.15	5.25

* 3,000 gallons of water consumption and sewer disposal are included in the base charge for each
 * Senior rate is income based. Verified yearly household income of 30,000 or less. Full time resident.

Garbage & Recycle Rate Schedule - Rate Change Reflects 1.9% CPI

Service		2016	2017	2018	2019
Garbage:					
	Garbage Residential cart	\$ 14.75	\$ 15.12	\$ 16.19	\$ 16.50
	Stephens Day Homestead	\$ 10.97	\$ 11.24	\$ 12.04	\$ 12.27
	Additional Garbage cart	\$ 14.75	\$ 15.12	\$ 16.19	\$ 16.50
	Garbage Commercial cart	\$ 26.78	\$ 27.45	\$ 29.40	\$ 29.96
	Additional Commercial Garbage cart	\$ 26.78	\$ 27.45	\$ 29.40	\$ 29.96
	Administrative Surcharge per cart	\$ 1.02	\$ 1.05	\$ 1.07	\$ 1.09
Recycling					
	Recycle cart	\$ 6.18	\$ 6.33	\$ 6.78	\$ 6.91
	Stephens Day Homestead Full time resident	\$ 4.14	\$ 4.24	\$ 4.54	\$ 4.63
	Additional Recycle cart	\$ 6.18	\$ 6.33	\$ 6.78	\$ 6.91
	Senior homestead income based	-	-	-	-
Compactor					
	Rate/cart/month	\$ 26.78	\$ 27.45	\$ 29.40	\$ 29.96