

MAYOR
Shirley Sessions

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



CITY MANAGER
Dr. Shawn Gillen

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

AMENDED AGENDA

REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL

April 23, 2020 at 6:30 PM

Please silence all cell phones during Council Meetings

Consideration of Items for Consent Agenda 6:30PM

Opening Ceremonies

- Call to Order
- Invocation
- Pledge of Allegiance

Announcements

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

1. Minutes, City Council Meeting, April 9, 2020

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

2. Budget amendment to cover insurance deductible shortfall. This will cover current invoice of \$7,500.00 plus another \$2,500 in case there are more before the end of the fiscal year.
3. Environmental Products Group, Lease Street Sweeper
4. **Change Order #1, Earth Balance, Dune Vegetation Phase II, \$8,756.80**

Council, Officials and City Attorney Considerations and Comments

5. **Spec Hosti - Financial Loss Report**

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

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



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:

1. Minutes, City Council Meeting, April 9, 2020



Mayor Sessions called the City Council Meeting to order at 6:30PM. Those attending via telephonic conferencing were Jay Burke, Monty Parks, John Branigin, Barry Brown, Nancy DeVetter and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; and Janet LeViner, Clerk of Council.

Opening Ceremonies

Call to Order

Invocation – Jan LeViner

Pledge of Allegiance

Mayor Sessions stated Mayor and Council are listening to everyone and sincerely appreciate their support, encouragement and continuation of abiding by the restrictions that Mayor and Council has put into place since March 20, 2020. They appreciate it greatly and we are going to continue to do everything that we can to keep Tybee safe and we all agree that this will end and when it does we will celebrate as a City. We support our businesses and we will support each other and until then, we will continue to be a united front. Mayor Sessions gave a synopsis of the newest State of Emergency as declared by Governor Kemp to include a shelter in place through May 13, 2020. He also issued the statement as our beach and other Georgia beaches are now open. These beaches will be open to the public but for exercise only. All crossovers will remain closed to help facilitate the required 6 foot social distancing and the beach can be accessed by five different access points. They are Polk Street, 3rd Street, 19th Street, Gullick and Inlet Avenue and all other parking lots will remain closed. She continued, all business restrictions will be extended through April 30, 2020 which include take-out and delivery on all restaurants. Governor Kemp issued an Executive Order beginning April 9, 2020, no further Short Term Vacation Rentals (STVR's) are allowed state wide until April 30, 2020 and those with fully paid reservations may continue to rent through the end of their reservation. Mayor Sessions stated the reservations may not be extended and the Order excludes hotels/motels and campgrounds. She would like to commend the STVR's management companies and individuals who have been true to Mayor and Councils restrictions that were set in place April 2, 2020.

Councilman Hosti asked Mayor Sessions to announce the efforts of United Way for donations to Tybee residents. Mayor Sessions stated Mayor and Council have partnered with the United of Way of the Coastal Empire. They have created a page that is exclusive for donations to help Tybee's workforce and residents with any type of shelter expenses specifically mortgage or rental payments. She invited anyone that wishes to donate go to the City's website for the link. Also, those in need can dial 211 which is the hotline to the United Way. Mayor Sessions also made reference to the Rising TYde Food Pantry as residents that are in need of assistance must register prior to receiving food. The Tybee Island Fire Department will also deliver food for those who need that service.

Dr. Gillen stated there is a Tybee Island Police Officer that tested positive for COVID-19 and two others are being tested. The Officer is doing better and did not have to be hospitalized. There are a total of nine officers in quarantine. Also, there is a Department of Public Works (DPW) employee that has symptom's and is being tested. Five DPW staff have been quarantined along with three Water and Sewer (W/S) staff as they came in contact with the Staff member that has symptoms. DPW and W/S has been shut down and the buildings disinfected as a precaution for Staff. Currently there are seventeen staff members in quarantined. Dr. Gillen stated currently measures are in place as staff need to wear masks and gloves when coming in with other staff members. TIFD has set up a checkpoint for staff coming to work where temperatures are taken prior to reporting to work. This is following CDC guidelines. He continued, the Governor did authorize the Georgia National Guard to assist the nursing and assisted living homes to clean and disinfect.

Mayor Sessions stated the Governor has appointed a point of contact for Tybee Island from his office. She indicated to the Governor's office Tybee Island does not have staff to enforce the social distancing as it relates to the beach. She was told that GaSP and DNR will monitor the beach and enforce any violations. Mayor Sessions explained the Governor stated if this is not working, he would closed the beach.

Mayor Sessions listed the following items on the consent agenda:

- Minutes, Special City Council Meeting, March 11, 2020
- Minutes, City Council Meeting, March 12, 2020
- Minutes, Emergency City Council Meeting, March 16, 2020
- Minutes, City Council Workshop/Meeting, March 18, 2020
- Minutes Emergency City Council Meeting, March 30, 2020
- Special City Council Meeting, April 2, 2020
- Budget Amendment request to transfer from Fund 540 to Fund 100 for Recycling and DPW Supplies and Materials
- Request to approve contract for Earth Balance for Phase II of the Dune Vegetation project. **Discussion: Dr. Gillen** confirmed funding will come from the Grant already in place.
- Agreement for Disaster Recovery and FEMA Public Assistance, Goodwyn, Mills and Cawood Inc. **Discussion: Mr. Hughes** stated there are objections he has and would ask Mayor and Council authorize, once objections are resolved, the Mayor to execute the final contact. Dr. Gillen stated cost of the contract is mostly or all reimbursable to the same program.

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

Consideration of Ordinances

Second Reading, 2020-03, Establish Civil Offenses. **Mr. Parks** asked Dr. Gillen if this is time sensitive. **Mr. Hughes** stated it is not under the circumstances and would be if not for the Executive Orders and Emergency Declaration from the Governor's Office. He explained all that is remaining is to establish the fines and how they are applicable to the offenses. **Mr. Hughes** stated he feels it is beneficial to the City to delay until the social distancing issues and the efforts of the State with the regards to the beach before any fines are agreed upon. **Mr. Parks** stated there may be public input and would recommend it be put on a future agenda. It was the consensus of Mayor and Council to defer to a regular meeting. **Ms. DeVetter** asked **Mr. Hughes** when the fine amounts would be determined. **Mr. Hughes** responded that much will be learned from the current social distancing and would recommend deferring as well. **NO ACTION TAKEN. WILL BE HEARD ON MAY 14, 2020 CITY COUNCIL MEETING.**

CONSIDERATION OF BIDS, CONTRACTS, AGREEMENTS AND EXPENDITURES

Host Compliance Services Agreement, Short Term Rental Compliance. NO ACTION TAKEN. DEFERRED TO NEXT FISCAL CYCLE.

Gary and Kathy Dennis, Memorandum of Understanding, Adoption of the Tybee Anchor, Hwy 0 and Butler Avenue. NO ACTION TAKEN, DEFERRED TO FUTURE REGULAR CITY COUNCIL MEETING.

COUNCIL, OFFICIALS AND CITY ATTORNEY CONSIDERATION AND COMMENTS

Mr. Hughes made reference to the **Emergency Declaration and Executive Orders** from the Governor's Office. He stated he has nothing to add from the Mayor's introductory remarks. Mayor Sessions asked **Mr. Hughes** to explain the dates as set forth in the Emergency Declaration and Executive Orders. **Mr. Hughes** stated the Emergency Health Declaration the Governor

prepared on March 14, 2020 would have expired April 13, 2020 similar to his original shelter in home order. The Governor extended the Emergency Health Declaration until May 13, 2020 which extends his ability to do additional emergency declarations. On April 8, 2020 the order to stay in home order that contains the social distancing and infrastructure businesses as well as maintaining allowable businesses to operate as well as the provisions superseding local declarations or restrictions whether they be the same, more restrictive or less restrictive. This has been extended to April 30, 2020 as well. Mayor Sessions confirmed this includes the opening of the beach. Mr. Hughes confirmed. This also includes other restrictions that were imposed in the Governor's order of April 2, 2020 that originally would have expired, April 13, 2020 and now expires April 30, 2020. Mr. Hughes stated the Governor included restriction on STVR's which were covered in the introduction of the meeting.

Mr. Hughes made reference to the extension of **Ordinance 2020-14, Emergency Declaration and Ordinance**. Mr. Hughes stated prior to the Governor's order of April 2, 2020 Mayor and Council passed an ordinance and declaration declaring an emergency which would extend or expire on May 1, 2020. Mayor and Council have another opportunity to revisit by vote at another meeting. He would recommended **NO ACTION AT THIS POINT**.

Mr. Hughes made reference to the **Status of Rent on City Properties**. Mr. Hughes stated the City has several commercial businesses that lease from the City to include the North Beach Grill and the Salty Pelican. He continued, many landlords in the private sector have agreed to forego the collection of rent during the period of the shutdown or shelter at home as they have not been able to operate with the exception of take-out. Mr. Hughes stated as an equitable matter Mayor and Council have suggested the rent be suspended or reduced during the term they cannot operate. Mr. Hosti stated it is his recommendation the rent is deferred for March, April and May 2020. Mr. Branigin stated he agrees and Mayor and Council need to do everything they can to assist anybody and feels it might be premature to pick a date as we do not know how long the restrictions will remain in effect. Mr. Parks asked Mr. Hughes when the beginning date would be. Mr. Hughes recommended Mayor and Council might consider the original date businesses were restricted to take-out only. Mayor Sessions asked Mr. Hughes to reach out to both businesses to get confirmation of when they did close in this way the rent could be prorated. Mr. Hughes confirmed and once received will reach out to Mayor and Council and how the rent could potentially be prorated or foregone. Mr. Hosti stated both establishments as well as others on the Island have suffered a great loss. Ms. DeVetter confirmed and recommended deferring the rent. Mr. Hughes recommended a motion could be made to suspend the rent from this day going forward while Mayor and Council look into the situation as far as how far back if any the rent is suspended. Mayor pro tem Brown is not suspending the rent to possible reducing the rent during this period. **Spec Hosti** made a motion to waive rent payments for March and April 2020 for the North Beach Gill and Salty Pelican for the period of the Emergency Order. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

Mr. Hughes made reference to **Prohibited for the next thirty day for permitted and/or unpermitted events**. Mr. Hughes stated to his knowledge the City has not issued any permits for weddings or other events on the beach and those that have been scheduled have been cancelled. He recommended no further permits be accepted for events on the beach until April 30, 2020. Mayor Sessions confirmed. Mr. Hughes stated it is his understanding if there is a wedding on the beach with less than ten people and they exercise social distancing it could be done under the Governor's order. He recommended Dr. Gillen direct staff make Mayor and Council aware if anyone applies for a permit and if it more than a gathering of ten it could not be authorized. If less than ten, evaluate what the permit is seeking and proceed. Mayor pro tem Brown expressed his concerns with the number of beach goers on the beach. Mayor Sessions asked people to take pictures and send to Dr. Gillen of beachgoers not following the restrictions as set forth by the Governor to include social distancing.

Ms. DeVetter stated she would like to revisit enforcement issues as residents have asked her the process if they see others that are violating the beach rules such as dogs on the beach, glass on the beach and other violations. Mayor Sessions stated any ordinances that were in place prior to the Governor's declaration should be enforced by our municipality. Dr. Gillen stated the TIPD have received such calls and they are following up with enforcement and citations. Ms. DeVetter asked Dr. Gillen the fastest way to report violations. Dr. Gillen recommended calling Dispatch or 911. Ms. DeVetter then asked the status of cameras on the beach. Dr. Gillen stated there is only one camera, south-end, that is in place. This is due to budget restraints. Ms. DeVetter thanked Dr. Gillen.

As there was no further business, Mayor Sessions asked for a motion to adjourn.

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

Meeting adjourned at 7:35PM.

Janet R. LeViner, CMC
Clerk

Item Attachment Documents:

2. Budget amendment to cover insurance deductible shortfall. This will cover current invoice of \$7,500.00 plus another \$2,500 in case there are more before the end of the fiscal year.

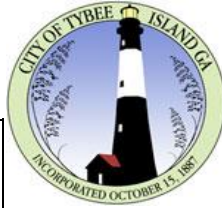


**CITY OF TYBEE ISLAND, GEORGIA
BUDGET LINE ITEM TRANSFER REQUEST FORM**

Department Submitted By:

Date:

Purpose: Budget amendment to cover insurance deductible shortfall. This will cover current invoice of \$7,500.00 plus another \$2,500 in case there are more before the end of the fiscal year.



Date Received by Finance:

FINANCE USE ONLY:
 Packet No.
 BA Ref No.

Department	Account Description	Account Number	Current Budget	(Expenditures)	Budget Balance	Requested Budget Adjustment		Adjusted Budget Balance
						DECREASE	***	
LINE ITEM DECREASES								
Finance	Small Equipment	100-1512-53-1600	4,000.00	198.99	3,801.01	2,000.00		1,801.01
Finance	Education & Training	100-1512-52-3700	7,000.00	990.00	6,010.00	4,000.00		2,010.00
Finance	Contract Labor	100-1512-52-3850	10,000.00	3,761.25	6,238.75	1,500.00		4,738.75
					0.00			0.00
					0.00			0.00
					0.00			0.00
					0.00			0.00
SUBTOTAL LINE ITEM DECREASES:						\$ 7,500.00	xx	

Department	Account Description	Account Number	Current Budget	(Expenditures)	Budget Balance	***	INCREASE	Budget Balance
Law	Insurance Deductibles	100-1530-55-5500	15,000.00	12,406.99	2,593.01		7,500.00	10,093.01
					0.00			0.00
					0.00			0.00
					0.00			0.00
					0.00			0.00
					0.00			0.00
					0.00			0.00
SUBTOTAL LINE ITEM INCREASES:						xx	\$ 7,500.00	

Net Change \$ 7,500.00 \$ 7,500.00

Signature : _____ Date _____

Signature of Finance Employee who Processed the Request: _____

Was the Budget Amendment Request approved by the City Council? YES NO N/A

If yes, please indicate the date approval was given: _____
 Attach Copy of Agenda Item and minutes from the City Council Meeting

Date: _____

Approved by: _____ Date: _____

Item Attachment Documents:

3. Environmental Products Group, Lease Street Sweeper



ENVIRONMENTAL PRODUCTS
GROUP

Proposal Summary

Prepared for:

City of Tybee Island



Elgin Regen X Street Sweeper

Regen-X Regenerative Air Street Sweeper with 74 HP Auxiliary Engine



City of Tybee Island
April 15th, 2020

Elgin Street Sweeper

Environmental Products Florida would like to thank you for the opportunity to present the **Elgin Regen X Street Sweeper**.

Environmental Products Group is the sole provider of Elgin Street Sweeping Equipment in the state of Florida, as well as many other leading industry product lines including: Vector Sewer Cleaning Equipment, Envirosight Pipeline Inspection Cameras, PB Asphalt Pothole Patchers, Madvac Sweepers and Vacuums, Duratech Tree Chippers, and a host of parts, tools and accessories for all your needs.

Environmental Products Group prides itself on our local parts, service, and training capabilities. With multiple full-service locations throughout Florida, Georgia, and Memphis, Tennessee; including Vector, Elgin, and Envirosight repair centers, extensive parts inventory, factory-trained technicians, mobile parts and service, rentals, turnkey maintenance packages, leasing options, and much more... we are ready to service your every need.

Thank you for your consideration.

MEMPHIS

2995 Sandbrook St.
Memphis, TN 38116
P: 901.630.5658
F: 901.630.5659

DEERFIELD BEACH

1907 SW 43rd Terrace
Suites G & H
Deerfield Bch, FL 33442
P: 954.518.9923
F: 954.518.9926

ATLANTA

4410 Wendell Dr SW
Atlanta, GA 30336
P: 404.693.9700
F: 404.693.9690

CORPORATE

2525 Clarcona Rd.
Apopka, FL 32703
P: 407.798.0004
F: 407.798.0013

www.MyEPG.com

Product Description

ELGIN CROSSWIND REGEN X Mid Dump Regenerative Air Street Sweeper.
Easy to Use, Easy to Clean, Easy to Maintain

Features

- Auto Shutdown, Aux. Engine coolant temperature, voltmeter and fuel lever indicator, water level gauge and warning lights for hopper "up", hopper rear door "open" and hopper "full", with auxiliary engine, RPM control, side broom down pressure controls and automotive style blade fuses
- Backup Alarm, electric
- Brooms, hydraulic rotation
- Brooms, Dual
- Camera, rear mounted
- Console, w/rocker switches for all sweep functions
- Full gauge package including tachometer, engine hour meter, oil pressure indicator, coolant temperature, RPM control, side broom down pressure controls and automotive style blade fuses, full load and screen down indicator lamps (and indicator lamps for hopper up, door open, low water, hydraulic oil level/temp when optioned)
- Sweep resume/sweep transport/reverse pick-up
- Fuel Water Separator on Aux Engine
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external manual controls
- Hose, hydrant fill, 16'8" (5080 mm) with coupling
- LED Clearance Lights
- Lights; rear clearance and rear identification
- Manuals, operator and parts
- Pick-up head, hydraulically operated, 14" (355 mm) outside diameter pressure hose, 13" (324mm) inside diameter suction hose with quick disconnect on suction side
- Water system; one (1) rocker switch with HI / LOW setting, Spray nozzles: three (3) in the suction, nozzle, three (3) at each side broom
- Side Broom Outer Position Stop
- Hydraulic Oil Cooler
- Vacuum enhancer, cable-controlled in cab, 5 settings
- Water tank, molded polyethylene, 250 gallons
- Water pre-filter, hydrant fill hose
- Functional Control of Water System - dispenses water with the use of the sweeper function rocker switch. Water to pickup head on when water is turned on, water to side brooms on when brooms are deployed.
- Anti-Siphon 2-1/2" Air Gap
- Electric Dual Air Horns

- 12" Convex Mirrors
- Broom measurement ruler
- Machine delivery packet
- Elgin safety manual
- Sweeper - Operator Manual
- Sweeper Parts Manual
- Sweeper Service Manual
- John Deere Operator Manual
- John Deere Parts Manual
- Sweeper Painted Standard White
- Red Logos
- 1 Year Parts and Labor Warranty

Enhancements Included

- Sidebroom Tilt Option Right Hand
- Sidebroom Tilt Option Left Hand
- Right Hand Inspection Door
- Front Spray Bar
- Auto Lubrication System
- Idle Down/No Water
- Auxiliary Hydraulic Pump
- In-Cab Hopper Dump
- Hydraulic Oil Level Gauge W/Thermometer on Tank
- Dual Sidebroom Scrubbing Position
- Toolbox, Right Hand
- Toolbox, Left Hand
- Front Cab and Rear Hopper LED Beacons
- Rear LED Arrowstick
- Sidebroom Sweep Lights, LED
- 2.5 Lb Fire Extinguisher
- 25' Fill Hose (16.8' standard)

Chassis Summary

- 2020 Freightliner M2
- Set Back Axle
- 33,000 GVWR - 10,000 lb. Front Axle, 23,000 lb. Rear Drive Axle
- Cummins L9 260 HP Engine
- Allison 3500 Automatic Transmission
- Left-Hand Fender Mounted Mirror
- Bostrom Air 905 Cloth Hi-Back Seats
- AM/FM/CD Radio

SALE PRICE = \$232,970.00

Turnkey Maintenance Option (covers both chassis and body)

- See agreement enclosed for program details, includes all maintenance and repairs for both chassis and body with guaranteed uptime and loaners

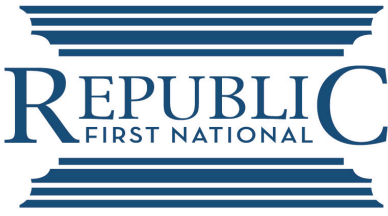
Pricing

- \$13,200.00 per year/4-year program

Please don't hesitate to call with questions, or if you need any additional information. Thank you for your interest and the opportunity to earn your business.

Signature

Date



2525 West State Road 114
 Rochester, IN 46975
 Phone: (800) 700-7878
 Fax: (800) 865-8517

www.republicfirstnational.com

MUNICIPAL CREDIT APPLICATION

Please return completed application with required financial information.

Legal Name of Obligor:		Fed. Tax ID #:			
Address:					
City:	County:	State:	Zip:		
Contact Person:		Title:			
Phone:		Fax:			
Email Address:		Alt Contact Email Address:			
Alternative Contact Person:		Title:		Phone:	
Date municipal entity was established:		Does the obligor self-insure for property & liability insurance?			
Total Cost of Equipment/Project: \$		Term (years):			
*Down Payment: \$		Source of Down Payment:			
Trade In: \$		Delivery Date:			
Other: \$		Payment Due:	Advance	Arrears	
Amount to Finance: \$		Payments:	Monthly	Quarterly	Semi-Annual Annual
*Obligor's down payment should be made before or at delivery. Proof of down payment is required prior to payment of any contract proceeds, unless otherwise negotiated.					
Has the obligor paid, or does obligor intend to pay, a vendor for any portion of the equipment being financed with the intent of being reimbursed with proceeds from this financing? Yes No					
How will the contract payments be made? Check ACH Other (specify)					
What fund will the remaining contract payments be made from? General Special (specify)					
Will any federal monies be applied to the contract payments? Yes No If yes, explain.					
Equipment Description:					
New Equipment:	Yes	No	If no, list age of equipment or date manufactured:		
Refurbished:	Yes	No	Year:		
Replacement:	Yes	No	Age of current equipment:	Year purchased:	
If not a replacement, why is the equipment needed?					
Buyout Included:	Yes	No	Amount of buyout included: \$		
Soft Costs Included:	Yes	No	Amount of soft costs included (shipping, software, and sales tax): \$		
Physical location of equipment after delivery:					
Describe the essential use of the equipment:					
Has the obligor ever defaulted or non-appropriated on a lease, bond, or legal obligation?				Yes	No
Will the obligor issue more than \$10,000,000 in tax-exempt debt in this calendar year?				Yes	No
Is the project a building? Yes No If yes, who owns the land?					
What is the physical address of the new building/project?					

- Three (3) most recently completed Audits or year-end Financial Statements
- If the fiscal year end of the Audit is more than six (6) months ago, also provide year-to-date Balance Sheet with Debt Service Commitments and Income Statement
- Current Budget

Completed By (signature):	Printed Name and Title:	Date:
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- Additional financial information may be requested if deemed necessary during credit review.
- By signing this application Obligor representative agrees to the following statement: "Everything stated in this application is correct to the best of my knowledge. I understand Obligee will retain this application whether or not it is approved. Obligee is authorized to verify any information on this application with an appropriate third party as necessary to complete the credit review process."



April 15, 2020

To: Joe LaGanke
Vendor: Environmental Products Group, Inc.
From: Mackie Ozment

Customer: Tybee Island

Thanks for the opportunity to give you a quote on your latest project!

Equipment: One (1) New Elgin Crosswind RegenX

Unit Cost: \$ 232,970.00
Down Payment: \$ 0.00
Net Financed: \$ 232,970.00
Frequency of Payments: Annual

Term in Years:	<u>4</u>	<u>Maintenance</u>	<u>Total Payment</u>
Payments:	\$ 46,275.33	\$ 13,200.00	\$ 59,475.33
Residual Payment:	\$69,891.00		
APR:	3.63%		

Delivery Date: To be determined
First Lease Payment Due: September, 2020

The lease is to be executed within 14 days of the equipment purchase contract. The quote is subject to acceptance of our documentation and credit approval. Payments and rates reflect pre-application of escrow earnings and manufacturer discounts (if any); and are based upon vendor payments being made no earlier than above dates. Rates are subject to change with Treasury Bills of like-maturity prior to funding. The lease must qualify for Federal Income Tax Exempt status for the Lessor.

Sincerely,
Republic First National Corporation

Mackie Ozment
mackie@rfnonline.com



Turnkey Maintenance Agreement

The intent of this agreement is to describe special terms and conditions for City of Tybee Island to lease or purchase a street sweeper with vendor maintenance. The proposal is written to ensure that equipment operated by you will provide the lowest total cost during its useful life. The proposal is supplemental to the Street Sweeper Technical Specifications. This contractual agreement includes all preventative maintenance and repairs to both the body and chassis with noted exceptions.

DEFINITIONS:

- The term "you" shall mean City of Tybee Island.
- The term "EPG" shall mean Environmental Products Group, Inc., the dealer who represents the manufacturer of the equipment being proposed.
- The term "Fleet Management" shall mean City of Tybee Island's Fleet Manager or his/her designated representative, wherein the equipment will be operated and maintained.
- The term "EPG Principal" shall mean the principal person or his/her designated representative of EPG, whom this contract shall apply.
- The term "normal work day" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays. A list of all city holidays shall be supplied to the EPG from you upon award of this contract.
- The term "normal working hours" shall mean the time period of a normal workday when City of Tybee Island's main equipment shop and/or maintenance facility is normally open for operation. You shall supply EPG with this information upon award of this contract.
- The term "in-service date" shall mean the date City of Tybee Island places the unit in operation. City of Tybee Island will notify the EPG Principal of the in-service date.

- The term "downtime" shall mean the period of time measured in normal workdays that the unit is unable or unsafe to perform those operations for which the unit was designed.
1. The maintenance contract period shall be a 4 year term.
 2. The training will require a minimum of one (1) day for operating and one (1) day for daily maintenance.
 3. City of Tybee Island is responsible for providing fuel, insurance, brooms, dirt shoes and operator for the street sweeper. Original equipment items listed in this paragraph to be utilized and will be supplied at fleet pricing.
 4. City of Tybee Island is responsible for the daily maintenance of the street sweeper in accordance with instructions from EPG and/or the manufacturer.
 5. EPG is responsible for the cost and labor of the following:
 - a) All preventative maintenance requirements for the chassis and body.
 - b) Street sweeper and related components
 - c) All repairs to chassis and related components except tires. Operator damage is not included.
 - d) Repair of damage caused by City of Tybee Island's personnel is not covered by this agreement and must be repaired to manufacturer's original specifications within a reasonable time frame upon notification of damage.
 6. EPG shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or maintenance required, if said repairs or maintenance cannot be completed at City of Tybee Island's site.
 7. This proposal is based on maximum average annual usage of the street sweeper equipment of 2,000 engine hours per year. An hourly charge of \$75 will be invoiced for hours exceeding 2000 annual engine hours per year.
 8. EPG shall guarantee that the equipment purchased under this contract will be available for operation at least 95% of normal workdays. EPG shall guarantee that the equipment purchased under this contract will not be out of service for more than five (5) consecutive normal work days, nor more than five (5) normal workdays, in any 100 consecutive, normal work day period.
 9. Equipment availability shall apply to equipment put out of service for any reason other than i.e. operator damage, theft, vandalism, accident or incidents out of control of EPG which render the unit unable or unsafe to perform those operations for which the unit is designed. City of Tybee Island's supervising personnel, after inspection will determine in conjunction with an EPG Principal, if the unit was inoperable or unsafe and the cause of the downtime. Equipment availability shall not apply to equipment during routine maintenance.
 10. The unit will be considered out of service starting the first normal workday, following EPG notification by City of Tybee Island that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the

beginning of the first normal workday, following such notification. City of Tybee Island's Fleet Manager will notify the EPG Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal work day following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.

11. Equipment availability or in-service percentage (uptime) will be computed by City of Tybee Island at the end of each 100 consecutive, normal workday period, beginning from the in-service date, using downtime increments of normal workdays. City of Tybee Island will use the following formula to compute equipment availability at the end of each 100 consecutive, normal workday period: $Equipment\ Availability = [(100\ Days - Downtime) / 100\ Days] \times 100\%$

NOTE: The term "Days" refers to normal workdays. The term "Downtime" refers to the total downtime accumulated during the 100 consecutive, normal workday period.

12. EPG will credit City of Tybee Island a daily amount of \$75.00 for each normal workday required to provide 95% availability in the event a replacement unit is not available.
13. EPG will provide a relief unit should repair downtime be more than five (5) consecutive normal workdays. All costs associated with securing and delivering the relief unit shall be at EPG's expense, with no cost to City of Tybee Island. The relief unit must be functionally equivalent to its replacement.
14. This guarantee shall be in effect for a period of 4 years. Time will be measured in calendar years from the in-service date and engine hours will be recorded on the electric, solid state hour meter provided with the unit.
15. City of Tybee Island is responsible for payment of Title and License Plate Fees.
16. Rates: \$ 13,200 / per year (Annual in advance)

City of Tybee Island

By: _____ (sign)

Name: _____ (print)

Its: _____

Date: _____

Environmental Products Group, Inc.

By: _____

Name: Christopher M. Haase

Its: Vice President

Date: _____

Item Attachment Documents:

4. Change Order #1, Earth Balance, Dune Vegetation Phase II, \$8,756.80





CHANGE ORDER #1

PROJECT NAME: Dune Vegetation - Phase II

ATTENTION: Alan Robertson
City of Tybee Island
P.O. Box 2749
Tybee Island, GA 31328
arobertson@cityoftybee.org

EarthBalance® has received a request from the City of Tybee Island to perform additional work for the Dune Vegetation – Phase II project. The Terms and Conditions of the terms and conditions of the pending RFP No. 2020-751 submittal shall remain in full force. The need for additional services has caused a change in the scope of the project and has prompted us to submit this contract addendum.

PRICE QUOTED:

Description	Total Price
Additional Planting	\$8,756.80

SCOPE OF WORK:

Additional Planting

EarthBalance® will supply the labor and materials necessary to supply, deliver, and install plant material on the dune at Gulick Street located in Tybee, Georgia. Please refer to the table below for plant species, sizes, and quantity information. All plants will be delivered disease free and in good health at the time of installation. All work will be directed by a qualified project manager.

Common Name	Scientific Name	Size	Qty
Beach Morning Glory	<i>Ipomea imperati</i>	4"	44
Beach Elder	<i>Iva Imbricata</i>	4"	25
Muhly Grass	<i>Muhlenbergia capallaris</i>	4"	30
Saltmeadow Cordgrass	<i>Spartina patens</i>	4"	155
Sea Oats	<i>Uniola Paniculata</i>	2"	6,570
Panic Grass	<i>Panicum amarum</i>	2"	167
Switch Grass	<i>Panicum virgatum</i>	2"	9

EarthBalance® will perform the services described above for a lump sum **fee of \$8,756.80**. This quote shall remain valid for a period not to exceed thirty (30) days beyond the submittal date of **March 20, 2020**.



CHANGE ORDER #1 (continued)

The net amount for Change Order #1 is an increase of \$8,756.80.

I hereby grant authorization for the Scope of Work and Fees listed above. I understand that all terms and conditions of the standard **EarthBalance®** Professional Services Agreement still apply to these requested services.

QUOTED BY: James Barron
Project Manager
EarthBalance®
2570 Commerce Parkway
North Port, FL 34289
jbarron@earthbalance.com

EARTHBALANCE®

CLIENT

By: _____

By: _____

Printed: _____

Printed: _____

Title: Vice President

Title: _____

Date: _____, 2020

Date: _____, 2020