

**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**  
**July 11, 2019 at 6:30 PM**

*Please silence all cell phones during Council Meetings*

Consideration of Items for Consent Agenda 6:30PM

Executive Session

Opening Ceremonies

Call to Order  
Invocation  
Pledge of Allegiance

Recognitions and Proclamations

1. Jason Buelterman: 2nd Annual Georgia International Trade and Commerce Summit 2019

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

2. Minutes, City Council Meeting, June 13, 2019
3. Minutes, First Reading, Millage, June 20, 2019
4. Minutes, Second Reading, Millage, June 20, 2019
5. Minutes, City Council Meeting June 27, 2019

Consideration of Boards, Commissions and Committee Appointments

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

6. Alan Robertson: National Fish and Wildlife Grant

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

7. Kathryn Williams: Humane Society for Greater Savannah to promote the Tybee Prom
- [8.](#) Nicholas Smilek: Beach Rules enforcement and protocol for violators
9. Mack Kitchens: Short Term Vacation Rentals

#### Consideration of Approval of Consent Agenda

#### Public Hearings

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

[10.](#) Approval of Equality Fest Parade 8-24-19

[11.](#) Taco Aloha, LLC dba Chamacos Tacos & Surf:

Alcohol and Entertainment License Request- Liquor/Beer/Wine/Sunday Sales

1311 Butler Ave

#### Consideration of Bids, Contracts, Agreements and Expenditures

[12.](#) Contract, Replacement of DPW Roof, Delta Metals, \$29,000.

#### Consideration of Ordinances, Resolutions

[13.](#) Resolution: Tybee Road Scenic

14. Resolution: Marsh Hen Trail

[15.](#) Resolution: Suspending Special Review and Fees for Dune Crossover Improvements

[16.](#) Resolution: Distribution of the Tourism Product Development Portion of the Hotel/Motel Tax as Authorized by House Bill 591

#### Council, Officials and City Attorney Considerations and Comments

[17.](#) Bubba Hughes, Christa Rader, Lullwater Road

18. John Branigin: Golf Carts

19. Wanda Doyle: Parking, Solomon/Van Horn at Meddin

[20.](#) Wanda Doyle, Proposal, Environmental Services, Inc., Tybee Island Dune Restoration Monitoring 2019

21. Julie Livingston: City Procedures and Licensing as it applies to Beach Rental Businesses

22. Monty Parks: Recycling update

- 23. Monty Parks: Shallow well shower update
- [24.](#) George Shaw - Home business and home occupation
- 25. George Shaw: Affordable Housing Update from Planning Commission
- 26. George Shaw, Historic Designation for City Hall
- [27.](#) Shawn Gillen: Confirmation of Peter Gulbranson, City Engineer

Minutes of Boards and Committees

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](http://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. Minutes, City Council Meeting, June 13, 2019

**Consideration of Items for Consent Agenda**

Mayor Buelterman called the consent agenda to order at 6:30PM on June 13, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, Barry Brown, and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; George Shaw, Director, Community Development; Angela Hudson, Finance Director and Janet LeViner, Clerk of Council.

**Julie Livingston** made a motion to adjourn to Executive Session to discuss Personnel, Litigation and Real Estate. **Wanda Doyle** seconded. Vote was unanimous, 6-0.

**Julie Livingston** made a motion to return to Regular Session. **Barry Brown** seconded. Vote was unanimous, 6-0.

**Mayor Buelterman listed the following items on the consent agenda:**

- Minutes, May 23, 2019, City Council Meeting
- Minutes, June 5, 2019, Special Emergency City Council Meeting
- 2019 Agenda Request-Salt Island Fish & Beer-add beer & wine package sales; Sunday Sales and Entertainment. Alcohol License Request: Beer and Wine – Package Sales added to existing alcohol license. Sunday Sales-Package Sales, add to existing alcohol license. Sales associated with beverage tastings; Add Entertainment License
- Police and Fire Departments Certification and Education Incentive Pay. Staff was tasked by the Finance Committee with developing a method to make police and fire salaries more competitive. Attached is a certification and education incentive plan that would allow officers to increase their pay by obtaining certifications and academic degrees related to their job. The total budget impact for the program for the coming fiscal year is \$101,622
- Ocean Rescue Late Shift Pay Incentive. Authorize the Fire Chief to offer a \$25/shift incentive to ocean rescue personnel who work from 6:00PM until dark. This will allow for back up to Fire Department Personnel who have to go into the water to rescue swimmers after the life guards have gone off duty.
- Approve to purchase Backhoe, Low Country Machinery low bidder. Line Item: 100-4210-54-2100 Machinery and Equipment

**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
- Pledge of Allegiance

**Mayor Buelterman** explained the procedure for the upcoming 2019 Municipal Election. He stated there will be three council seats open: Julie Livingston, Barry Brown and Wanda Doyle to include the Mayor's seat, which are all four year terms. Qualifying will open on Monday, August 19<sup>th</sup>, 2019 at 8:30AM and close on Thursday, August 22<sup>nd</sup> at 4:30PM. There will also be a Special Election to fill the seat held by Shirley Sessions as she has declared to run for the Mayor's seat. Qualifying for that will begin on Monday, August 26<sup>th</sup> at 8:30AM and will end on Wednesday, August 28, 2019 at 1:30PM. The Special Election will be held concurrent with the

Municipal Election on November 5, 2019. Ms. Session's seat will only be for the remainder of her tenure which is two year. If anyone has questions, please see Jan LeViner, the Clerk.

**Citizens to be Heard.**

**William Brown and Brian Harn** approached Mayor and Council to talk about the **Tybee Prom and Humane Society for Greater Savannah**. Mr. Harn stated the Prom will be held on Saturday, July 20, 2019 at the American Post on Tybee Island. He urged everyone to attend to support the Humane Society for Greater Savannah. Mr. Brown showed a brief presentation explaining how the proceeds will be used for the Adoption Center, Pet Disaster Preparedness, Shelter Medicine Program, Training Classes, and Nuzzle Buddy Program within the Humane Society. Mayor Buelterman thanked Mr. Brown and Harn for their support with the Tybee Prom. Ms. Sessions also thanked them for their work with the Humane Society.

**Jeff Cramer** approached Mayor and Council to speak on **Affordable Housing** Tybee Island. Mr. Cramer showed a presentation establishing locations where workforce housing could be built. He is recommended the housing could be in the C-2 District which would be accomplished by expanding the District. Mayor Buelterman thanked Mr. Cramer for his concerns and recommended this come back to the July 11, 2019 meeting.

**Tom Mahoney** approached Mayor and Council. Mr. Mahoney, representing the Burke Beach Rentals on the beach equipment issue. He stated the Burke business is a local business and set up chairs and umbrellas on the beach. They are licensed by the City and in compliance with DNR. Mr. Mahoney further stated contrary to belief they are not a monopoly as there are three businesses that set up chairs and umbrellas on the beach. The Burkes have four of the nine locations on the beach and remain committed to working with the City Staff and residents.

**Karen Gilbert** approached Mayor and Council to speak to the Ad Hoc Committee for a boat ramp at Alley 3. Ms. Gilbert is not in favor of the proposed dock as there are serious parking and public safety concerns in that area. Mayor Buelterman thanked Ms. Gilbert for her comments.

**Debbie Kearny** approached Mayor and Council to speak to the proposed boat ramp at Alley 3. Ms. Kearny's concerns included liability of the boat ramp and the premises of the ramp being used by rescue units. She does not feel this is the only solution for the launching of rescue boats and equipment.

**Dale Williams** approached Mayor and Council to speak on the proposed ordinance regarding the sand bar. He would ask Mayor and Council to delay the vote as he feels there should not be an ordinance. Mr. Williams does not feel it is enforceable and possibly education is the alternative. He recommended a possible exhibit at the Marine Science Center, better signage and education by Staff. Mr. Williams suggested education over legislation. Mayor Buelterman thanked Mr. Williams.

**Mack Kitchens** approached Mayor and Council to speak to trash on the beach. Mr. Kitchens thanked DPW and Tim Arnold for their hard work to contain and eliminate the trash on the beach. He urged Mayor and Council to vote for change of bidding of concessions at public locations, beach locations. Mr. Kitchens urged Council to put a stop to the obscene behavior of littering on the beach. He feels by the bidding of the "for profit" beach concessions it will bring in more revenue for the City. Mayor Buelterman thanked Mr. Kitchens.

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

### **Public Hearings**

**First Reading, FY2020 Budget.** **Dr. Gillen** explained the first reading of the proposed budget is tonight and the second reading is on June 27, 2019. To the proposed millage rates, there will be three public hearings, two on June 20<sup>th</sup> and final reading on June 27, 2019. Mayor Buelterman stated the budget has been published according to the State Statutes and copies have been placed at the library and City Hall for public review. He made reference to the Tybee Island Fire Department. Mayor Buelterman stated with the increase in the parking rates, those funds can be used for funding additional fire fighters. This will allow for quicker response times for emergencies. This will eventually improve our fire rating. Ms. Doyle stated with the postponement of the purchase of a new fire engine these funds can be used for the additional fire fighters (9). Mayor Buelterman confirmed. A discussion ensued regarding the funding of additional showers which is included in the proposed budget. Ms. Livingston asked Dr. Gillen for clarification of the Finance Department salary increases. Dr. Gillen stated he will address her concerns prior to the upcoming budget workshop. Mr. Parks commended Staff for their managing the budget as it is very much appreciated. Mayor Buelterman stated there will be a second reading to adopt the proposed budget on June 27, 2019. **No action taken**

**Special Review-212 Butler Ave.-Desoto Beach Hotel Crossover.** **George Shaw** approached Mayor and Council to outline the agenda item. Mr. Shaw stated this is a request by the Desoto Beach Hotel to build a crossover over the proposed dune. Construction will not begin until after the completion of the Dune Project which will be spring of 2020. All construction will be in accordance with DNR regulations and will be ADA compliant. Planning Commission voting unanimously to approve and Staff recommends approval as well. Mayor Buelterman stated Mr. Steffler has been proactive with this request and he would like to encourage other residents to be as well. He asked Mr. Shaw the fees associated with this request. Mr. Shaw responded for the application it was \$500.00 and there will be additional fees when plans are submitted as well as with the permit. Mr. Shaw stated there was discussion at the Planning Commission meeting to eliminate the Special Review for the next two years, \$500 fee. If this fee is eliminated the process is streamlined by a month and half. Mayor Buelterman asked Mr. Shaw to describe the proposed crossover and asked if it would be ADA compliant. Mr. Shaw responded it is their desire to build to be ADA complaint. Mayor Buelterman stated he would support not having Mr. Steffler pay the \$500 fee and not making others go through the same process for the next two years. Mr. Hughes stated the City would have to document at least in resolution format, if not an amendment, to the ordinance that requires Special Review. Mayor Buelterman recommended a Resolution be brought back to Mayor and Council for Mr. Steffler's consideration of the \$500 fee. Mayor Buelterman asked how long the permit is good for. Mr. Shaw stated one year. **Greg Steffler** approached Mayor and Council. Mr. Steffler stated he is trying to be proactive as it is critical for his guests to have beach front access not only for marketing but also with the amenity of providing beach chairs and umbrellas. It is his intent to have this project completed as quickly as possible. It is his goal is to have the crossover completed before the onset of turtle season and comply with all rules and regulation. **Wanda Doyle** made a motion to approve. **Barry Brown** seconded. Vote was unanimous to approve, 6-0. **Mayor Buelterman** then asked Mr. Hughes the best practice to address the \$500 fee. Mr. Hughes stated he will prepare a resolution and is only for approved crossovers required by the USACOE dune project. Mayor Buelterman confirmed.

### **Consideration of Ordinances**

**Second Reading, 2019-11, Beach Rules, South-end.** Mayor Buelterman showed pictures of recommended signage for the beach for educational purposes. Ms. Doyle stated education is good and the purpose of the signage is to have as many tools possible for the remainder of the season to ensure public safety as it relates to the beach. Ms. Doyle recommends approval. Mr. Branigin also recommends approval. Ms. Sessions agreed with Mr. Branigin and recommended the proposed signage should include another languages for better understanding for those visitors who do not speak English. She then expressed her concerns with enforcement and fines. Ms. Sessions then asked Dr. Gillen the schedule of the lifeguards. Dr. Gillen responded the lifeguards are trying to stay on the beach as late as possible. Mayor Buelterman stated the City needs to find an industrial safety sign company that will assist in educating the public as to the dangers of the tides and sandbar. Ms. Livingston is in agreement with Council regarding signage. She made reference to the discussions of the Public Safety Committee regarding additional public safety with the south-end. Mayor pro tem Brown stated he is not in agreement of the proposed ordinance. Mayor Buelterman asked what are the specific restrictions associated with the proposed ordinance. Mr. Branigin responded: "walk, swim, or wade **to** the sandbar". Dr. Gillen confirmed you would not get ticketed or fined if you used a boat or kayak to reach the sandbar. **Julie Livingston** made a motion to approve. **John Branigin** seconded. Voting in favor were Julie Livingston, Monty Parks, John Branigin, and Wanda Doyle. Voting against were Barry Brown and Shirley Sessions. Motion to approve, 4-2. Mayor Buelterman recommend Staff find a company that can make signage pertaining the dangers of the south-end and the ship wake that occurs on the north-end. Dr. Gillen confirmed.

### **Council, Officials and City Attorney Considerations and Comments**

**Jason Buelterman** stated he postpone speaking to the **Marsh Hen Trail** as he would like more detail and graphics to present. This will be moved to the July agenda. Mayor Buelterman asked the Clerk to invite Deb Barrio to the upcoming City Council meeting.

**Barry Brown** stated he would like to start an **Ad hoc Committee for a new boat ramp at Alley 3**. This would be a replacement ramp as there was one there years ago. Mayor pro tem Brown continued there needs to be a faster way to launch safety equipment for an occurrence is at hand. Mayor Buelterman confirmed this would be a good idea.

**Julie Livingston** approached Mayor and Council to speak to the **Penalties for non-renewal of business licenses**. Ms. Livingston stated it has come to her attention that there are several businesses operating on the Island that have not obtained their 2019 Occupational Tax Certificate. She stated, once this is realized, the City Marshal is sent out and they are given a fine of \$12.50 which is 10% of the Occupational Tax Certificate. Ms. Livingston recommended increasing the penalty for those who do not renew or even shutting down. Mayor pro tem Brown stated he is sure Staff reached out to those businesses who have not renewed their Certificate. Dr. Gillen stated if it is the will of Mayor and Council for those business who have not renewed their Occupational Tax Certificate be shut down, he will review the Ordinance and work with Mr. Hughes to either change the Ordinance or enforce. Mayor Buelterman recommended this be sent to Staff for their implementation. Ms. Livingston stated she is not trying to shut any business down but trying to have compliance. Mayor Buelterman asked Dr. Gillen to work with Staff and come back with changes if any that need to be made by the second meeting August. Dr. Gillen confirmed. Mayor pro tem Brown asked how would this relate to hotels or short term rentals? Ms. Doyle stated she does not feel the discussion refers to short term rentals. Dr. Gillen confirmed Staff has authorization to issue citations to those



who do not have current Occupational Tax Certificates. Mayor Buelterman thanked Ms. Livingston for bringing this to Mayor and Council's attention.

**Julie Livingston** stated the **Beach Equipment Rental** businesses was brought to the attention of Mayor and Council as a result of Ms. Rutherford attending a past City Council meeting. Ms. Livingston stated "for profit businesses" are using City property and the City is not receiving revenue from these businesses. The City is not treating these beach businesses as we do other businesses and the space is not put out to bid. It is her recommendation the City take action and to find a way to receive revenue from these businesses. She continued, these businesses are given parking spaces which is a revenue loss for the City also. Ms. Livingston recommended the ordinance change; the space go out for bid; and parameters be put in place for location of space. Ms. Sessions stated she was not on council in regards to the negotiations of North Beach Grill and the Salty Pelican Concession Stand. She asked if there was going to be consistency going forward. Ms. Livingston responded in the affirmative. Ms. Sessions then asked Mr. Hughes is there a law that addresses how municipalities are supposed to treat areas that they own. Mr. Hughes responded in the affirmative. The one that addresses the North Beach Grill would not be applicable to the operation of a concession but it dealt with the Georgia Law that controls the disposition of municipal property. There was a brief discussion regarding the City Ordinance in place that addresses the beach businesses. Mr. Hughes made reference to the beach businesses that are currently on the beach. He stated their licenses must be renewed by the deadline the space is no longer tied to that particular holder. Ms. Sessions asked if this is open to bid, will it become too commercialized. Ms. Livingston replied the RFP could stipulate what would be allowed on the beach. Ms. Doyle recommended speaking with the current license holders and give the first right of refusal. She is not in favor of moving forward with the bidding process for the beach business. Ms. Doyle stated she feels the City has a responsibility to meet with the current license holders and talk prior to moving forward. Mayor pro tem Brown stated there are many variables related to this process such as measuring out space on the beach for these businesses. How to mark the space to include the value per sq. ft. Ms. Livingston continued, this relates to free enterprise and others should be allowed to bid on these areas. She would like to move forward with the process. Mayor pro tem Brown stated first we need a list of all the beach businesses such as those that rent kayaks from Alley 3, yoga classes and then surveys will need to be done. Mr. Parks would like to see a spread sheet showing the areas that are involved; who is currently holding the license; fees that were paid; other in-kind services; and how big the area is prior to making a decision. Mr. Branigin stated whatever Mayor and Council do must protect those who have made significant investments in their businesses. He concurs conversations need to begin to work toward a solution. Mayor Buelterman recommended a public meeting be held to work toward a solution. Ms. Livingston concurred. Ms. Sessions stated the existing beach businesses also serve as ambassadors as they assist beach goers with rules, directions as well as pick up trash in the area. Ms. Livingston recommended a time line needs to be in place and move forward with meeting with all concerned. Mayor Buelterman stated Mayor and Council have decided on two steps: (1) information Mr. Parks has requested and (2) start discussions with those in the industry who have the beach businesses. Ms. Livingston concurred.

**Julie Livingston** made a motion to adjourn to Executive Session to discuss Personnel. **Monty Parks** seconded. Vote was unanimous 6-0.

**Barry Brown** made a motion to adjourn. **John Branigin** seconded. Vote was unanimous, 6-0.

Meeting adjourned at 10:35PM.

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Janet R. LeViner, CMC  
Clerk

**Item Attachment Documents:**

3. Minutes, First Reading, Millage, June 20, 2019

**Mayor pro tem Brown** called the Public Hearing to order at 10:00AM, June 20, 2019. Those present were Julie Livingston, Monty Parks, Wanda Doyle and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Angela Hudson, Finance Director; and Janet LeViner, Clerk of Council.

### **Public Hearings**

**First Reading, Millage Rate, 2019.** **Mayor pro tem Brown** asked Dr. Gillen to explain the millage. Dr. Gillen stated the millage is the taxable rate of you home. He continued, the City of Tybee is the lowest in the County. Dr. Gillen stated if the millage were to roll-back the City would lose \$136,000, approximately. Ms. Livingston asked Dr. Gillen how the City's millage rate compares to other municipalities. He responded the City's is relatively low as opposed to surrounding municipalities. Mr. Parks stated 40% of Tybee residents do not pay taxes on Tybee but due to the Stephens Day and Homestead Exemption, a large percentage of our population pays no taxes. Mayor and Council has consistently rolled-back the millage in the past. Ms. Sessions confirmed the roll-back rate for the past several years. Mr. Parks stated he personally does not want to increase taxes and for \$136,000, he feels it could be found in other sources of revenue such as the increase in the Hotel/Motel Tax or the increase in parking rates. Ms. Doyle listed the rates from the last four years and stated for the past two years it remained the same. Ms. Livingston made reference to the many large items that need to be completed in the coming year as related to infrastructure. She recommends it remains at the rate 3.931 and not roll the rate back. Mayor pro tem Brown concurred with Mr. Parks regarding the residents that do not pay taxes on the Island. He continued that those that would be affected by the proposed rate are the businesses. Ms. Hudson stated the Tax Digest went up this year. Mr. Parks asked Ms. Hudson to explain the possible \$4M shortfall in the proposed FY 2020 budget. Ms. Hudson stated the City's basic operating costs remained the same, added \$1.2M for CIP, and \$1.4M for additional personnel. Ms. Hudson explained the CIP amount and recommended cuts could be made within each department. Ms. Livingston and Ms. Hudson discussed lowering the credit card fees as it relates to City services. Ms. Hudson responded she and Dr. Gillen as working toward that goal. Ms. Doyle expressed her concerns with the \$4.M needed to balance the proposed budget and is not at a point to approve the proposed budget. Ms. Session concurred with Ms. Doyle. Mr. Parks asked Ms. Hudson for a summary of the proposed cuts in the budget as discussed. Mr. Parks stated he cannot vote in favor of the proposed budget as it stand. He feels with the proposed cuts as was outlined by Ms. Hudson he is more comfortable. Ms. Hudson stated River's End Campground is doing well and the \$600,000 windfall can be moved to the General Fund. Ms. Doyle agreed with Ms. Hudson but is concerned with possible water/sewer issues at the Campground. She asked Dr. Gillen to check on those concerns and report back. Dr. Gillen confirmed. Ms. Livingston summarized: the SPLOT money could be reduced as the City is not sure it will be confirmed. Once it is received Mayor and Council can revisit departmental needs. Mayor pro tem Brown concurred. Mr. Parks asked Ms. Hudson to list the items that are SPLOST eligible so they could be removed from the proposed budget which would give some relief to the \$3.5M. Ms. Hudson confirmed. Dr. Gillen stated he will meet with Ms. Hudson and work on balancing the proposed budget. Ms. Doyle asked for the information as quickly as possible so she can review the proposed budget. She recommended another budget workshop. Mayor pro tem Brown asked the Clerk to set a final budget workshop. Ms. LeViner confirmed and will set the workshop for June 24, 2019 at 3:00PM.

**Monty Parks** made a motion to adjourn. **Wanda Doyle** seconded. Vote was unanimous, 4-0.

Meeting adjourned at 10:35AM.

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Janet R. LeViner, CMC  
Clerk

**Item Attachment Documents:**

4. Minutes, Second Reading, Millage, June 20, 2019

**Mayor pro tem Brown** called the Public Hearing to order at 7:00PM, June 20, 2019. Those present were Monty Parks, John Branigin, Wanda Doyle and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Angela Hudson, Finance Director, and Janet LeViner, Clerk of Council

**Public Hearings**

**Second Reading, Millage Rate, 2019.** **Mayor pro tem Brown** asked Dr. Gillen if he met with Ms. Hudson, Finance Director. Dr. Gillen confirmed. He stated that adjustments have been made and there are still areas they need to look at. Mayor pro tem Brown confirmed a budget workshop has been scheduled for the following week where final adjustments will be made to the proposed budget. **Molly Hannis** approached Mayor and Council. Ms. Hannis asked for access to the information from Dr. Gillen as pertains to the budget. Dr. Gillen confirmed. Ms. LeViner stated that will be available on-line, in the Clerks Office and the Tybee Library.

**Monty Parks** made a motion to adjourn. **Wanda Doyle** seconded. Vote was unanimous, 4-0.

Meeting adjourned at 7:10PM.

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Janet R. LeViner, CMC  
Clerk

**Item Attachment Documents:**

5. Minutes, City Council Meeting June 27, 2019



### **Consideration of Items for Consent Agenda**

Mayor pro tem Brown called the consent agenda to order at 6:30PM on June 27, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; George Shaw, Director, Community Development; Angela Hudson, Finance Director and Janet LeViner, Clerk of Council. Jason Buelterman was excused as he is on vacation.

**Julie Livingston** made a motion to adjourn to Executive Session to discuss litigation, real estate and personnel. **Wanda Doyle** seconded. Vote was unanimous to approve, 6-0.

**Wanda Doyle** made a motion to return to regular sessions. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

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

- The purpose of this agenda item is seek the City Council's approval to amend the Hotel/Motel Excise Tax Special Revenue Fund fiscal year 2018-2019 budget and increase the budget by \$1,000,000 from \$3,169,000 to \$4,169,000
- The purpose of this agenda item is seek the City Council's approval to amend the Emergency 911 Telephone Special Revenue Fund fiscal year 2018-2019 budget and increase the budget by \$99,276 from \$353,268 to \$452,544.
- The purpose of this agenda item is to have the City Council's adopt fiscal year 2019 budget for the Marine Science Revenue Bond 2019 Series Debt Service Fund 420 for \$245,149

**Mayor pro tem Brown** 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
- Presentation of Colors and Pledge of Allegiance

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

### **Public Hearings**

**Second Reading Budget and Adoption.** **Wanda Doyle** asked Dr. Gillen to explain the new position for Storm Water Safety Inspector. Dr. Gillen stated there may be an RFP for the position. Ms. Sessions asked Dr. Gillen if all nine positions, TIFD, cannot be filled immediately, can some of that money be used for training. Dr. Gillen stated there could be an internal budget adjustment from one line item to another. Ms. Sessions asked for clarification with the two recycling labor positions as she thought there was only one position. Dr. Gillen responded one has been hired as there were funds from the Beach Ambassador budget from the current fiscal year, able to do that to get the process rolling. In the budget for the new fiscal year, it is two. Ms. Doyle asked, as pertains to Community Development, since the Facilities Coordinator and Special Event position is one person, has that person as part of the proposed budget been compensated to take on both of the positions? Mr. Shaw responded there has been no change to her salary. He continued, when the Main Street Director is hired, some of the burden will come off. Ms. Doyle recommended someone look at that as in the past there was another

employee that took on double duty and did not receive compensation. As her responsibilities have almost doubled, she would ask Dr. Gillen to take a look at that situation. Dr. Gillen concurred. Mayor pro tem Brown concurred as if she is doing double duty, she should be compensated. **Wanda Doyle** made a motion to approve the FY 2020 budget. **Monty Parks** seconded. Voting in favor were Julie Livingston, Monty Parks, John Branigin and Shirley Sessions. Voting against was Barry Brown. Motion to approve, 5-1.

**Third Reading of the Millage and Adoption.** **John Branigin** approached Mayor and Council. He stated he voted in favor of rolling back the millage rate last year and cannot do it this year. He believes the value of the Tax Digest has grown by new properties and the sale of properties that are no longer covered by the Stephens Day Amendment and that has increased the sale. This is not a tax increase. He continued, he feels the residents would benefit more from the City using the difference, (\$132,000) to purchase lifesaving equipment, showers or something that is tangible for the City. Ms. Sessions asked the last time the City did not roll back the millage. Ms. Doyle stated it was rolled back in 2018 from 4.044 to 3.931 but years prior to that it stayed the same. Ms. Sessions asked Dr. Gillen for his thoughts on the millage as he is the City Manager and is managing the budget. Dr. Gillen stated the rollback is \$130,000 this year and as the tax base grows the impact is greater as the value of the property grows. The impact on the residents is very low and shift of the cost/burden to those who are visiting or through the businesses as the cost is passed to the business owner. Dr. Gillen continued as the City does not know SPLOST distribution for next year and we do not know what Capital Improvement Projects can be done over the next couple of years. Monty Parks stated each year the City is faced with challenges. Storms have twice hit the Island and his stand remains consistent that if the City needs to find \$132,000 he has an excellent team of Staff that will be able to that. He is in favor of rolling back the millage and he would challenge Mayor and Council to find the money and not do it on the backs of the homeowners that are building the Island. Ms. Doyle stated Mayor and Council are helping the citizens through services provided. She is in agreement with Mr. Branigin and not roll back the millage rate. Ms. Livingston stated she also agrees with Mr. Branigin and not roll back the rate at this point. Mayor pro tem Brown agreed with Mr. Branigin and feels the rate should be left as it is. Ms. Sessions stated as a resident, she is aware of what is being added to the budget such as fire fighters and services that are year round and not seasonal. This is a reasonable and not excessive decision. **John Branigin** made a motion to accept the millage as presented, Mileage Rate at 3.931. **Julie Livingston** seconded. Voting in favor were Julie Livingston, John Branigin, Barry Brown, Wanda Doyle and Shirley Sessions. Voting against was Monty Parks. Motion to approve 5-1.

### **Consideration of Ordinances**

**Second Reading, 12-2019, Annual Operating and Capital Improvement Projects.** **Wanda Doyle** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

**Monty Parks** made a motion to adjourn. **John Branigin** seconded. Vote was unanimous, 6-0.

Meeting adjourned at 7:35PM.

Clerk

**Item Attachment Documents:**

8. Nicholas Smilek: Beach Rules enforcement and protocol for violators

MAYOR  
Jason Buelterman

CITY COUNCIL  
Barry Brown  
Wanda Doyle  
Bill Garbett  
Julie Livingston  
John Major  
Monty Parks



CITY MANAGER  
Diane Schleicher

CLERK OF COUNCIL  
Janet LeViner

CITY ATTORNEY  
Edward M. Hughes

## CITY OF TYBEE ISLAND

### City Council Agenda Item Request

**Agenda Item Requests and supporting documentation must be submitted to the Clerk of Council by 4:00PM on the Thursday prior to the next scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda.**

Council Meeting Date for Request: 06/13/2019

Item: Beach Rules enforcement and protocol for violators. Taking advantage of local parking decals.

Explanation: Please see attached email that was previously sent to city manager and mayor.

Being a local beach goer I have also noticed a larger number of local people that live near the beach entrances that parking their vehicles on the street for up to days at a and not in their driveways. Some taking up two parking spaces.

Budget Line Item Number (if applicable): N/A

Paper Work:  Attached\*  
 Audio/Video Presentation\*\*

\* **Electronic submissions are requested but not required. Please email to [jleviner@cityoftybee.org](mailto: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.**

**NOTE: Request will be postponed if necessary information is not provided.**

Submitted by: Nicholas E. Smilek

Phone / Email: C# 804-467-6253 / nszmilek@gmail.com

Comments: Looking forward to constructive discussions for beach rules violators and the correct course of action.

Expectations of beach patrol.

Date given to Clerk of Council \_\_\_\_\_

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



[sgillen@cityoftybee.org](mailto:sgillen@cityoftybee.org) <[sgillen@cityoftybee.org](mailto:sgillen@cityoftybee.org)>;  
[jleviner@cityoftybee.org](mailto:jleviner@cityoftybee.org) <[jleviner@cityoftybee.org](mailto:jleviner@cityoftybee.org)>;  
[mayor@cityoftybee.org](mailto:mayor@cityoftybee.org) <[mayor@cityoftybee.org](mailto:mayor@cityoftybee.org)>;

Dear City of Tybee Island,

My name is Nick Smilek and live at 1209 Jones Avenue:

My wife and I have lived here for about 2 years and love going to the beach every Saturday and Sunday. But this Sunday was the worst day we have ever had at the beach even worse than an orange crush weekend.

We brought her disabled son to the beach so he could enjoy the sun, sand and ocean water. We walked out to where we always go out, the 12<sup>th</sup> street beach walkway (2 p.m.).

We found a nice spot and set our chairs up and sat down to take in the view, sounds and ocean air.

Then we noticed a that about 50 feet away was this group that may have been two couples or a family that had a very large dog that they were trying to keep the sun off of. I thought maybe this is a service dog? But it wasn't labeled or restrained as a service dog normally is. They played with this dog and ran up the beach with this dog not on a leash. We were trying to just get past the blatant violation. Then they would walk with the dog up the beach in front of everyone like rules apply to everyone else except them. After about an hour and a half the male dog owner had the dog on the leash and walk with the dog up the beach about 20 feet then the dog began to urinate in the wet sand of the shoreline and the dog then proceeded to defecate on the wet sand area. I did not approach them I waited to see if they were going to pick it up. I waited five minutes and then I walked over to him and said "are you going to pick that up"? He responded with "Oh, yes I was getting ready to do it" at this time the beach patrol arrived while I was walking towards my chair I heard the beach patrol person tell the dog owner "I thought I warned you"! And just left it for the beach patrol to handle it. Then a grandmother from another family was a bit more aggressive and the beach patrol person got off of the ATV and talked to the grandmother telling her that she didn't need to speak that way. The beach patrol person had a conversation with the female owner of the dog and they laughed about something and then beach patrol took off on the ATV and Nothing happened. About two other beach goers walked by to let them know that pets are not allowed on the beach and they just told them "yes we know" and moved them along.

We were going to move up towards 11<sup>th</sup> Street and then I notice another person with a large black dog on the beach so we decided to just pack up and head home (4 p.m.).

That totally killed our beach day!

We love this beach and I would like you all to teach me something.

What are beach rules for, how many warnings do you need to have in order to get a citation?

After hearing the beach patrol mentioning that they had already been warned??? Were they related to a politician.....to see the patrol flip like that baffled me?

Not to mention, I had seen about 8 different instances over the weekend of beach goers drinking from glass bottles.

Does the city have a number to report beach violators?

What about utilizing the message boards for the Tybee beach rules. (no glass on the beach, no pets, etc.) Maybe the beach rules signage should also include the cost per violation.

My wife and I love this beach and love sharing it with everyone we know.

Please feel free to contact me.

Nick Smilek

Cell# 804-467-6253

**Item Attachment Documents:**

10. Approval of Equality Fest Parade 8-24-19

## **Special Events Application**

### **Tybee Island Equality Fest Parade**

Saturday, August 24<sup>th</sup>

Parade Procession at 1pm

From Memorial Park to Strand (same route as Pirates Fest, Irish Heritage, etc.)

### **Items addressed at Meeting with Department Heads prior to submission for Council consideration:**

- The Event Organizer explained the passion behind this event is equality for all (not just LGBT) and that equality fest provides the promotion of a safe space where all people are equal and able to be themselves, Tybee is the perfect community for the event as the island is welcoming to all and hosts other diverse events with diverse crowds
- This Event Organizer also provided some background information on the event:
  - Year 3 of this event, looking to add parade
    - Parade would be only City required services; all other events occurring with the festival are at local restaurants (Hucapoos, Fannies, etc.)
  - Provides local boost to economy, especially hotels
  - Growing rapidly, sponsors from all over including national/international attention
    - Musical guest for this year include a performing artist from Germany known for her Jewish heritage
  - All money/proceeds to LGBT center
- How many floats will be in the parade? (Community Development Director)
  - About 25 floats so far (Event Organizer)

*There was also discussion of the non-profit funding process the event organizer was currently going through with the City's budget process, as in year's past they were not able to include the parade due to costs for City services*





CITY OF TYBEE ISLAND

CITY OF TYBEE ISLAND

REC#: 00620463 1/10/2019 2:58 PM  
TRAN: 125.0000 Spec Event Fees  
OPER: JM TERM: 001  
REF#:

TI EQUALITY FESTPARAD 8/24/19  
Event Permit/Vdr Fe 50.00CR  
TENDERED: 50.00 1 CREDIT CAR  
APPLIED: 50.00-  
CHANGE: 0.00

SPECIAL EVENTS APPLICATION

The City of Tybee Island recognizes that special events play a significant role in the livelihood of the community. Events can enhance the experiences for residents and tourists by providing recreation, cultural and educational opportunities while attributing to the economic health of the community. It is our goal to assist event organizers in planning safe and successful events that have minimal impact in the areas surrounding the event. To keep the public's best interest in mind, a special event application is required for persons / organizations wishing to host an event upon public and / or private property where: 1) municipal services are reasonably anticipated, actually required, or requested, 2) special permitting which includes, but is not limited to, parking, use of location, or vendor permits not for the non-profit organization hosting the event. The special event application shall be completed and submitted for consideration with all requested information **at least sixty (60) days prior** to the event. No more than one event per day, per area, will be permitted due to limited infrastructure and city resources.

In order to ensure a smooth review process for permission to have a special event, the applicant will receive direction, as applicable, from City Department Heads, City Manager and Development Authority / Main Street Executive Director once the application has been submitted in its entirety. Prior to the application being submitted for City Council consideration (if applicable), all concerns and details must be addressed and confirmed by the organizer, as well as, accepted by designated city staff of impacted departments.

**Note:** Applicant must meet with the Development Authority / Main Street Executive Director or his/her designee at time of submitting application. Additional meetings may be required.

Today's Date: Jan 10th 2019 Application Fee Submitted: 1/10/19

\* A non-refundable special event application fee of \$50 is required at time of application submittal for processing and consideration.

SECTION 1: EVENT INFORMATION

1. Name of Event: Tybee Island Equality Fest Parade
2. Date and time of event: 8/24/19 1 pm
  - ❖ Setup: Date/Time period 8/24/19 11 am
  - ❖ Breakdown: Date/Time period 8/24/19 3 pm
3. Location(s): Start at Memorial Park 402 Jones Ave Tybee Island, GA
  - ❖ A site plan of the event area drawn to scale and depicting all event structures is required at time of to application submittal. strand
  - ❖ A Letter of Permission (LOP) from Georgia Department of Natural Resources (<http://coastalgadnr.org/sendemail>) is required for events with beach usage and / or within the Shore Protection jurisdiction (i.e. beach side parking lot areas, etc.) fifteen (15) business days prior to the event. The event is subject to cancellation without an LOP as noted.
4. If location and / or activities impact merchants and / or residents, written documentation is required as noted in Section 5.
5. Event Organization: All proceeds benefit LGBT center
  - ❖ Is the Organization  Commercial?  Non-profit / Tax Exempt? (attach non Profit status / GA tax exempt certificate.) Jon Kesler from LGBT Center
6. Event Representative / Organizer: Angie Celeste Events by Celeste  
Address: 1904 Kansas Ave City: Tybee Island State: GA Zip: 31404  
Contact Phone: 912 655 4287 / 912 656 5816 Email: eventsbyceleste.marketing@gmail.com
7. Please provide contact information for others associated with the Event Organization whom have at least a five-percent (5%) stake in the event: \_\_\_\_\_
8. Phone number and / or website for public event information: Events by celeste.org

**Event Representative listed above must be in attendance and readily available for the duration of the event.**

**SECTION 2: EVENT DETAILS**

- 1) Is this event...  Open to the public  Private Invitation only
- 2) Describe the event and its goals: Equality. Community. Love. + Acceptance. Showcasing Tybee Island.
- 3) Have you ever done this event before? If yes, list dates and locations: yes - August 2017, 2018  
No - to parade.
- 4) Estimated number of people to attend and what this is based on: \_\_\_\_\_
- 5) Is there an admission fee for attendees?  No  Yes - Fee will be: \_\_\_\_\_  
❖ A preliminary budget is due with application. (refer to Section 7: Financial)
- 6) Describe parking arrangements during event in detail: N/A  
❖ Please attach a drawing of parking plan. Organizer may be required to run a shuttle if a parking lot is closed for the event.
- 7) What plans exist for clean up and recycling? (Disposal of grease, trash, etc.) Beach sweep on Sunday. Trashcans along parade route being asked for.
- 8) Please list any entertainment, bands, emcees or onsite promoters attending this event. \_\_\_\_\_
- 9) Describe sound equipment: \_\_\_\_\_
- 10) List event sponsors and marketing plan: Heavy Social Media, Atlanta-David Magazine, Beachcomber - Tybee, Savannah Morning News, Connect, Do mag.
- 11) List any additional contact person(s) and their phone numbers involved in the planning of this event.  
~~Beachcomber Tybee~~

**SECTION 3: REFERENCES**

1. Please list your previous special event and/or hosting organization's experience in producing events.  
I run events by celeste + Awaken Within me. I produce events constantly. I have created Equality Fest 2017 + 2018.
2. Please list two (2) references excluding City Officials and Staff:
  - a. Name: Carolyn McGarry Williams  
Address: Tybee Island, GA  
Phone: (704) 340 8167
  - b. Name: Wen  
Address: Tybee Island GA  
Phone: 540 841 2641

**SECTION 4: OTHER REQUESTS**

**(Check the boxes below and provide additional information if applicable.)**

1.  Vendors (Organizer must submit all Vendor Applications with payment no later than two [2] weeks prior to event. Chatham County Health Department must be contacted for approval of food vendors in accordance with their regulations.)
2.  Department of Public Works (DPW) Request(s) (Current labor / equipment fees will apply.)

DPW Item	Amount	Total hours
Traffic Cones		
Barricades		
Traffic Barrels		
Trash cans	10	
Recycling containers	10	
Sweeper		
Fire ant treatment		
Back-hoe		

Ends of Streets to be shut down for parade.

List other services that are requested. Costs will be determined. \_\_\_\_\_

**SECTION 4: OTHER REQUESTS (CON'T.)**

**(Check the boxes below and provide additional information if applicable.)**

- 3.  Street Closures (*Tybee Island Police Department [TIPD] approval required.*)
    - a. List requested streets: Hwy 80 from Memorial Park to Strand Ave.
  - 4.  Special parking / parking pass request(s) (*Parking Service Division approval required.*)
    - a. Please describe: \_\_\_\_\_
  - 5.  Commercial truck parking
    - a. Please describe: \_\_\_\_\_
  - 6.  Police Detail (*Current labor / equipment fees may apply.*)
    - a. Please describe: To keep everything orderly.  
(If off duty police officers are hired, organizer is responsible for contracting directly with the individual[s] and paying fees direct as agreed upon.)
  - 7.  Fire Detail/Inspection (*Current labor / equipment fees may apply.*)
    - a. Please describe: \_\_\_\_\_  
(If off duty fire department staff / volunteers are hired, organizer is responsible for contracting directly with the individual(s) and paying fees direct as agreed upon.)
  - 8.  Alcoholic Beverages (*License Application should be submitted to the Administrative Assistant to the City Manager. Approval is required by City prior to Organization seeking State approval.*)
  - 9.  Activation of Control Zone per City Ordinance 21-2015, Section 54-70 (*Resolution required.*)
    - a. Please attach a map of the proposed Control Zone and details regarding Organization's management of zone.
  - 10.  Fireworks (*TIFD, Chatham County and U. S. Coast Guard notification / approval required. Special application from Organizer is due to USCG at least 135 days prior.*)
  - 11.  Additional Security
    - a. Please describe: \_\_\_\_\_
  - 12.  Petting Zoo
    - a. Please describe: \_\_\_\_\_
  - 13.  Parade/Procession (*Current labor / equipment fees may apply.*)
    - a. List requested parade staging area and route: 402 Jones Ave to Strand Ave.
- (\* Parades are required to start on Saturdays no later than 3:00pm with the exception of the Beach Bum Parade. Participants must adhere to safety guidelines.)
- 14.  Amusement Rides (*Insurance from providing company is required no later than two [2] weeks prior to event.*)
  - 15.  Temporary Structure (*i.e. tents, booths, stage, etc.*)
    - a. Please describe: \_\_\_\_\_
- (Application for permitting of structures exceeding 10' x 10', stages, booths and the like are required through the Community Development Department. Completed application with required documentation must be submitted no later than thirty [30] days prior to the event. Structures are not permitted without approval. Fees apply.)
- 16.  Electrical needs (*fees may apply*)
    - a. Please describe: \_\_\_\_\_
  - 17.  Filming request (*Permit application should be filed with Facilities Coordinator. Approval is required.*)
  - 18.  Banner request (*Permit application should be filed with Facilities Coordinator. Approval is required.*)
  - 19.  City Facility request (*Permit application should be filed with Facilities Coordinator. Approval is required.*) The Walter W. Parker Pier and Pavilion is managed by Chatham County Parks & Recreation. Reservations for use of this facility must go through their office.

**SECTION 5: ADDITIONAL REQUIREMENTS**

- A non-refundable special event application fee is required at time of application submittal. The application will not be processed without the application fee of \$50.00. Checks should be made payable to the City of Tybee Island. If the applying organization is tax exempt, a GA Tax Exempt Certificate must be on file with the City of Tybee Island.
- The Organizer / Applicant is responsible to notify merchants and / or residents impacted by the proposed event location(s) and activities. Organizer / Applicant must provide written documentation confirming notification and acceptance of merchants and / or residents prior to the event application being submitted for City Council approval.
- Insurance, as indicated below, is required at least two (2) weeks prior to the Event. Failure to provide insurance will result in the cancellation of event.

	<b><u>PRIVATE PROPERTY</u></b>	<b><u>PUBLIC PROPERTY</u></b>
<b><u>PRIVATE INVITATION</u></b>	Organizer is responsible to obtain necessary insurance as deemed appropriate by the property owner.	Signed Indemnification Agreement required.
<b><u>OPEN TO THE PUBLIC</u></b>	Signed Indemnification Agreement required. Organizer is responsible to obtain necessary insurance as deemed appropriate by property owner. * If use of the Walter W. Parker Pier and Pavilion is part of the event, a \$1 million certificate of insurance, with Chatham County Parks & Recreation listed as an additional insured and certificate holder is required.	Signed Indemnification Agreement required and a \$1 million certificate of insurance, with the City of Tybee Island listed as additional insured and certificate holder. * If use of the Walter W. Parker Pier and Pavilion is part of the event, a \$1 million certificate of insurance, with Chatham County Parks & Recreation listed as an additional insured and certificate holder is required.

- The application will go through the review process again if substantial changes are made or additional needs are requested. Additional application fees will result with additional meetings.

**SECTION 6: STANDARD EVENT APPLICATION POLICIES AND PROCEDURES**  
**(in accordance with the Special Event Ordinance)**

Application Process & Determination of Application

1. In order to ensure a smooth review process for permission of proposed event, the Representative will first meet with the City's Development Authority / Main Street Executive Director, then applicable City Department Personnel and City Manager to review the application so that all concerns and details are addressed and agreed upon. Following these meetings, the application, if applicable, will be submitted for City Council consideration. Proposed events are considered on a first-come, first-serve basis, regardless of the size and scope of the event.
2. After reviewing the comments of all affected Departments of the City, based on the specifics of the proposed event, approval or rejection to proceed with the application process will be determined.
3. Municipal services will be considered at the time of application review to determine the level City staffing and financial resources necessary.
  - a. The city manager shall communicate municipal service fees required to defray the costs of city services for proposed event determined on the basis of actual expected costs with the Organizer. The Organizer shall have the right to accept or reject fees required. Accepted fees shall be paid prior to event activities. Rejected fees may be appealed to the Mayor and City Council in accordance with City Ordinance.

The level of municipal services required shall be reasonably determined based on the following factors:

    - i. The size of the assembly and the anticipated attendance.
    - ii. The location of the event to determine the potential for pedestrian and vehicular congestion.
    - iii. The impact on public health and safety and natural habitats with the timing, goals, and activities of the event.
    - iv. The historical density of visitors to the City during the annual season of the event and the type of activities, safe and unsafe, in which those visitors have historically engaged.
    - v. Whether the assembly is specifically designed and staffed to handle the anticipated needs and effects of the anticipated number of attendees.
4. The City Manager may grant or deny an application in a timely fashion upon processed application fee and review of the application by the Development Authority/Main Street Executive Director. This administrative determination shall be objective and must meet the following criteria: exclusive use of city property, minimal impact on neighboring residents and businesses, small scale activities with some special requirements, temporary use of public parks or public facilities, and no street closures.
5. The City Manager, in consultation with Directors of affected Departments, may also impose any necessary restrictions or conditions to be observed in accordance with public safety, environmental and administrative considerations involved in the application.
6. The City Manager may deny an event application in writing, clearly stating specific reasons based on one or more of the following:
  - a. The permit application is incomplete; a complete application is one that provides all the information or items required by this Article regardless of the sufficiency of the information or item.
  - b. The application fee has not been paid;
  - c. The proposed event location is unsuitable
  - d. The proposed event is unlawful;
  - e. The application contains a material falsehood or misrepresentation;
  - f. It reasonably appears that the proposed event will present a clear and present danger to the public safety or health;
  - g. The proposed event is of such a nature or duration that it cannot be reasonably accommodated in the particular location;
  - h. The applicant portrays malicious intent during the application review meeting(s) or has refused to attend or participate in in review meeting(s).
7. The City Manager may impose reasonable conditions on any granted permit concerning the time, place or manner of holding a special event as is necessary to coordinate municipal services, multiple uses of public property, assure preservation of public property and public places, prevent dangerous, unlawful or impermissible uses, protect the safety of persons and property and to control vehicular and pedestrian traffic in and around the event location.
8. The Representative may appeal a determination of denial to the Mayor and City Council by filing a letter with the City Clerk within three (3) business days of denial or conditional permit.
9. All permit applications shall be deemed granted as applied for if the City Manager does not grant, grant with conditions, or deny the permit in writing within thirty (30) calendar days of confirmed receipt of a thorough application and processed fee.
  - a. Automatic permission is conditional based on receipt of prepaid municipal service fees.
  - b. The automatic granting of permits provided in this section shall not apply upon expressed intent to deny a permit by the City Manager. The Representative has the opportunity to pursue reconsideration as detailed in Article III.

## SECTION 6: STANDARD EVENT APPLICATION POLICIES AND PROCEDURES (CON'T.)

### Community Development Department

1. Building permits – an applicant shall obtain the applicable permits including, but not limited to, electrical, plumbing, mechanical, and structural from the City's Building Official at least thirty (30) days prior to the scheduled event. An applicant may be required to obtain other permits pursuant to state law, city ordinances and the International Building Code and the Georgia Amendments. The Building Official shall make inspections deemed necessary to insure that all building code standards are followed. Non-compliance of any building code standards may be cause to cancel the event.
2. Any person or organization which is granted a special event permit shall comply with all applicable laws, ordinances and building codes pertaining to said event.
3. The person or organization receiving a special event permit shall be responsible for ensuring that its contractors and subcontractors obtain all permits and comply with applicable laws, ordinances and building codes.

### Financial

1. A proposed budget for the special event and a detailed explanation of how proceeds from the special event will be allocated shall also be provided at the time of application submittal.
2. The applicant shall be financially responsible for any cleaning, replacement and repair to municipal property or its accompanying articles requiring city clean-up after completion of the special event.
3. The applicant shall be financially responsible for extra personnel hours incurred by the city as a result of the use of municipal personnel.
4. The personnel hours shall include the Police Department, Fire Department, Department of Public Works, Parking Services and Lifeguard Services necessary to monitor, check, observe, control or otherwise regulate any phase of the special event, including without limitation to any planning, on-site management of the special event and support of any activities.
5. Waiver of fees for parking shall not be granted between Memorial Day Weekend through Labor Day.
6. In order for your organization to be eligible for any waiver of fees, that organization must have a contract with the City of Tybee Island. If your organization is one that has received funding from the City of Tybee Island for services provided to the City, you are eligible to request waiver of up to \$2,000 worth of fees for the special event, which also includes fees associated with parades. The application fee is not permitted to be a part of any waiver of fees and must accompany the application or it will not be processed. No waived fees for alcoholic beverages, vendor fees and / or facilities will be considered. The City of Tybee Island reserves the right to request financial revenue and expenditure statements for review prior to or as a condition of any waiver of fees.

### Parking Services Division

1. Where public parking is to be used or restricted, the Finance Director may require that permits are issued or reimbursement be made based on standard parking fees.
2. Request for use of parking lots or spaces must be submitted in detail for approval with the application.

### Fire / Emergency Management Department

1. In the interest of public safety, the F/EMD must review and approve aspects of events that may include, but not limited to, fireworks or pyrotechnics, emergency vehicle access, and use of open flame. The Fire Chief will determine whether or not F/EMD personnel are needed and the event applicant shall pay for said services.
2. Event participation by the Fire Department must be approved by the Fire Chief directly.

### Police Department

1. Any person or organization shall comply with security and safety guidelines set by the Tybee Island Police Department.
2. Release of helium balloons and/or Chinese lanterns is prohibited on Tybee Island. It is very harmful to wildlife and is a violation of the city's littering ordinance.
3. Event participation by the Police Department must be approved by the Chief of Police directly.

### Department of Public Works

1. The site of the event must be left in its original condition or additional charges will apply.
2. If any event requires the use of the electrical service, equipment owned by the City of Tybee, and / or labor fees will be assessed on a per hour rate and determined by the city. If special electrical requirements are needed by vendors in which the city personnel and equipment is needed, an additional charge shall be passed on to the organizer for setup and breakdown. This is only applicable for specific areas and must be requested at the time of application submittal.
3. Streets may be closed in connection with a special event at the discretion of the City Council and / or City Manager having due regard to public safety and environmental effects of such closings. All reasonable steps are taken to minimize adverse impact upon the community.
4. Vendors must use grounded extension cords and lighting that does not exceed 30 amps per vendor space if permitted. Extension cords, hoses or other trip hazards in pedestrian walkways are not permitted.

**SECTION 6: STANDARD EVENT APPLICATION POLICIES AND PROCEDURES (CONT.)**

5. It is the responsibility of the event organization to provide adequate toilet facilities during a parade and event appropriate for the anticipated attendance. Location(s) of said stations shall be indicated on provided site plan. One chemical toilet for every 200 people is recommended.
6. In the case of requested and approved permission for pole banner and / or flag hangings, the event applicant is financially responsible for costs incurred with the installation and / or dismantling.

Sale of Alcohol

1. Events involving alcohol sales / distribution must complete an Alcohol License application for consideration. The application and information can be obtained at Tybee Island City Hall.
2. Upon TIPD review, alcohol license applications are considered by City Council at the first available Council meeting.

Sale of Food / Merchandise

1. The sale of food at a special event requires a permit from the Chatham County Health Department. Food vendors that involve cooking require an inspection and permit by the Chatham County Fire Marshal.
2. Event organizers are responsible for obtaining Vendor Permits. Vendor permit applications are due with payment in accordance with City Code Sec. 58-179 no later than two (2) weeks prior to the event.
3. A method must be established for the removal of used cooking oils, gray water or any other solvents from the event site. Event organizer will incur costs imposed by the city, county, and state if any solvents are left or discarded at the event site.
4. All debris in Vendor set up area must be contained at all times. The event applicant will be charged an hourly rate and dumping fee determined by the City if any debris is left and disposed of by the Public Works Department.

Other

1. Temporary structures may not be anchored in the ground. If damage is done to City property, applicable fines and / or fees shall be billed to and paid by the event applicant.

**SECTION 6: STANDARD EVENT APPLICATION POLICIES AND PROCEDURES (CONT.)**

Indemnification / Insurance

1. The applicant must sign the Indemnification Agreement at time of submitting event application. Prior to the issuance of the special event permit, the application shall maintain, at its sole expense, public liability insurance covering the City properties and resultant use thereof, naming the City as an additional insured, in the amount of \$1 million.
2. The applicant shall pay the premiums of the public liability insurance before the issuance of the special event permit. The applicant shall furnish and deliver to the Development Authority / Main Street Executive Director a certificate or certificates of insurance, as specified in Section 5, evidencing the existence of public liability insurance in the minimum amounts described above. Each certificate shall provide that the city receive not less than thirty (30) days written notice of cancellation, expiration to termination to public liability insurance. In the event that such insurance is cancelled, expired or terminated, the applicant shall be required to obtain insurance immediately and furnish proof to the Development Authority / Main Street Executive Director. If such valid insurance is not obtained within twenty-four (24) hours after cancellation or termination, the Coordinator shall revoke the special event permit and the special event shall cease. The applicant shall be responsible for submitting all certificates or insurance of its contractors and subcontractors.

**SECTION 7: INDEMNIFICATION AGREEMENT AND ACCEPTANCE TO ADHERE TO APPLICATION REQUIREMENTS**

I, individually and as the Agent representing the Event Organization, do hereby agree to indemnify and hold harmless the City of Tybee island, Georgia, its officers, agents, employees and contractors from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of listed event premises during the time period of said event. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage, except for loss or damage arising from the sole negligence or willful misconduct or gross negligence of the city, and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any other judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Georgia Statutes and/or the Constitution of the State of Georgia.

Organizer / Applicant's Signature: *A. Celeste*

Date: Jan. 10, 2019

**INTERNAL USE BELOW.**

Staff signatures, by city departments listed below, indicate the special event application has been reviewed and department needs are accepted as requested. All signatures are required prior to application being submitted for City Council consideration.

<b>DEPARTMENT</b>	<b>SIGNATURE</b>	<b>DATE</b>
City Manager	<i>[Signature]</i>	6-20-19
Campground	<i>[Signature]</i>	6-18-19
Community Development	<i>[Signature]</i>	6-18-19
Finance	<i>[Signature]</i>	6-18-19
Fire/Ocean Rescue	<i>[Signature]</i>	6/18/19
Parking	<i>[Signature]</i>	6/18/19
Police	<i>[Signature]</i> per Council non-profit	6-18-19
Public Works	<i>[Signature]</i>	6-18-19
Water & Sewer	NTA per george	6-28-19

**COMMENTS:** \_\_\_\_\_

**ADMINISTRATIVE APPROVAL (as applicable):**

City Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 Development Authority / Main Street Executive Director: \_\_\_\_\_ Date: \_\_\_\_\_



<b>APPLICATION REVIEW VERIFICATION</b>	<b>DATE</b>
RECEIVED	1/10/19
REVIEW DATE WITH CITY DEPARTMENTS <i>emailed</i>	6/12/19
FOLLOW UP REVIEW MEETING(S) WITH REPRESENTATIVE	6/18/19
ANTICIPATED DATE FOR CITY COUNCIL CONSIDERATION	7/11/19
CITY COUNCIL DETERMINATION: APPROVE / DENY	
ADMINISTRATIVE CONSIDERATION-AS APPLICABLE: APPROVE/DENY	

*going through application for non-profit parade w/city budget process*



**Item Attachment Documents:**

11. Taco Aloha, LLC dba Chamacos Tacos & Surf:

Alcohol and Entertainment License Request- Liquor/Beer/Wine/Sunday Sales

1311 Butler Ave

**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: July 11, 2019

Item: Taco Aloha. LLC dba Chamacos Tacos & Surf

Alcohol and Entertainment License Request: Liquor/Beer/Wine/Sunday Sales;

Explanation: Taco Aloha, LLC dba Chamacos Tacos & Surf  
1311 Butler 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](mailto: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 July 2, 2019

**Item Attachment Documents:**

12. Contract, Replacement of DPW Roof, Delta Metals, \$29,000.

**DPW Replacement Roof**

**2019-733**

**Metal**

<b><u>DPW Replacement Roof</u></b>		1	2
<b>Criteria</b>	<b>Possible Points</b>	<b>Points Awarded</b>	<b>Points Awarded</b>
Quality of Roofing and Installation Materials	<b>30</b>	30	30
Total Cost	<b>25</b>	20	20
References	<b>25</b>	25	25
Prior Experience with similar projects	<b>20</b>	20	15
<b>TOTAL</b>		<b>95</b>	<b>90</b>

**crafts**

**Delta Metals**

<b>3</b>	<b>TOTAL</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>TOTAL</b>
Points Awarded		Points Awarded	Points Awarded	Points Awarded	
25		30	20	25	
20		25	25	25	
25		22	22	25	
20		20	20	20	
<b>90</b>	<b>275</b>	<b>97</b>	<b>87</b>	<b>95</b>	<b>279</b>

ATTACHMENT A

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 RFP for the proposal 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 RFP for the proposal amount, and;

Delta Metals Inc.  
COMPANY

5/30/19  
DATE

*Kenneth L. Wilson*  
SIGNATURE

Roofing Sales & Service Manager  
TITLE

912-234-8201  
TELEPHONE NUMBER

N/A

**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 \_\_\_\_\_

In the award of "Competitive Sealed RFPs", minority/female participation may be one of several evaluation criteria used in the award process.

ATTACHMENT B

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:

160201

Federal Work Authorization User Identification Number

10/23/08

Date of Authorization

Delta Metals Inc.

Name of Contractor

Metal Roof Replacement -- ITB# 2019-732

Name of Project

City of Tybee Island

Name of Public Employer

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

Executed on May 30, 2019 in Savannah (city), GA (state).

*Tim Taylor*

Signature of Authorized Officer or Agent

Tim Taylor, Coo

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30 DAY OF May, 2019.

*Jeri J. Ferrell*  
NOTARY PUBLIC  
My Commission Expires July 23, 2019



ATTACHMENT C

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 City of Tybee Island (name of contractor) 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

160201

Federal Work Authorization User Identification Number

10/23/08

Date of Authorization

Delta Metals Inc.

Name of Subcontractor

Metal Roof Replacement -- ITB# 2019-732

Name of Project

City of Tybee Island

Name of Public Employer

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

Executed on May, 30, 2019 in Savannah (city), GA (state).

Signature of Authorized Officer or Agent

Tim Taylor, Coo

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30 DAY OF May, 2019.

NOTARY PUBLIC

My Commission Expires: July 23, 2019





ATTACHMENT D

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Roofing 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: N/A.

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: N/A.

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 Savannah (city), Georgia (state).

*Tim Taylor*  
Signature of Applicant

Tim Taylor, Coo  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 30 DAY OF May, 2019

*Jeri L. Ferrill*  
 NOTARY PUBLIC  
 My Commission Expires May 23, 2019

ATTACHMENT E

CITY OF TYBEE ISLAND VENDOR APPLICATION

What Products/Services will you provide to the City of Tybee Island:

Materials Equipment & Labor for Metal Roof Replacement

---

Contact:

Kenny L Gibson

---

Email:

kenny.gibson@deltametals.net

---

Phone:

912-234-8201

Fax:

912-234-7046

---

Location:

218 East Lathrop Ave - Savannah, GA 31415

---

Accounts Receivable Information:

A/R Contact:

Scott H. Rasplicka

---

Email:

scott.rasplicka@deltametals.net

---

Phone:

912-667-4337

Fax:

912-234-7046

---

Remittance Address:

P. O. Box 1706, Savannah, GA 31402

---

Our terms are net 30

**ATTACHMENT F**  
**PROPOSAL SHEET**  
**REPLACEMENT ROOF**  
**RFP# 2019-733**

Please attach all specifications regarding materials, installation, and warranties to this sheet with your total proposal cost below.

- Remove & dispose of existing metal roof panels, ridge vents, vinyl back insulation, fiberglass skylights & perimeter edge flashings.
  - Existing gutter & downspouts will not be removed.
  - Install new 3" thick white vinyl back insulation.
  - Install new McElroy 24ga R-Panels mechanically attached to purlins using 2" weather guard fasteners. (Panels & Fasteners Color to be Mill Finish)
  - Install 12 new Fiberglass Skylight panels.
  - Install Vented R-Panel Profile closure in place of existing ridge vents.
  - Install new eave drip, rake metal & ridge cap. Flashing's will be fabricated out of 24ga
  - Galvalume Mill Finish metal.
- 
- 1-Year Material & Labor Warranty

Pricing good through 7/31/19

**TOTAL PRICE:** Twenty Nine Thousand Dollars & 0/100.

29,000.00

Delta Metals Inc. (Firm)

*Kenny D. Silson* (Signature)

Roofing Sales & Service Manager (Title)

ATTACHMENT G

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.

ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (if any Addendums issued)

RFP SHEETS COMPLETELY FILLED OUT AND SIGNED

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE RFP (Attachments A-G)

INCLUDE W-9, CERTIFICATE OF INSURANCE AND CURRENT BUSINESS LICENSE

Kenny L Gibson - Roofing Sales & Service Manager  
NAME/TITLE

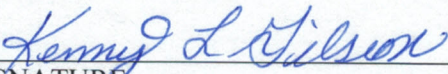
Delta Metals Inc.  
COMPANY NAME

218 East Lathrop Ave  
ADDRESS

Savannah, GA 31415  
CITY/STATE/ZIP

912-234-8201  
PHONE NUMBER

kenny.gibson@deltametals.net  
EMAIL

  
SIGNATURE

**ATTACHMENT D**

Form **W-9**  
(Rev. October 2004)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer  
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as reported on your income tax return) Delta Metals Inc.

Business name, if different from above \_\_\_\_\_

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other ▶ \_\_\_\_\_  Exempt from backup withholding

Address (number, street, and apt. or suite no.) 218 E. Lathrop Ave Requester's name and address (optional) \_\_\_\_\_

City, state, and ZIP code Savannah, GA 31415

List account number(s) here (optional) \_\_\_\_\_

**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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.  
**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
5	8	0	8	1	2	7	3	2

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign Here Signature of U.S. person ▶ \_\_\_\_\_ Date ▶ \_\_\_\_\_

What products/services do you provide to the City of Tybee Island:

Sheet Metal, Roofing & Industrial Services

See attachment on next page for W-9

To whom shall we direct the Purchase Order?

Contact: Kenny L Gibson Email: kenny.gibson@deltametals.net

Phone# 912-429-7279 Fax# 912-234-7046

Location: 218 East Lathrop Ave - Savannah, GA 31415

To whom shall we direct Payment?

A/R Contact: Terri Ferrell Email: terri.ferrell@deltametals.net

Phone# 912-234-8201 Fax# 912-234-7046

Remittance Address: PO Box 1706 - Savannah, GA 31402

Our terms are Net 30.

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**DELTA METALS, INC.**

2 Business name/disregarded entity name, if different from above

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.

- Individual/sole proprietor or single-member LLC    
  C Corporation    
  S Corporation    
  Partnership    
  Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**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.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**218 E. LATHROP AVENUE**

6 City, state, and ZIP code

**SAVANNAH, GA 31415**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.  
See Specific Instructions on page 3.

## 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									

or

Employer identification number									
5	8		0	8	1	2	7	3	2

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ Jenni L Ferrell

Date ▶ 5/1/19

## 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](http://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.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

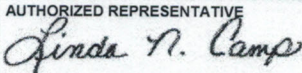
<b>PRODUCER</b> Palmer & Cay, LLC 40 Calhoun Street Suite 475 Charleston SC 29401	<b>CONTACT NAME:</b> Linda N. Camp, AAI, CIC <b>PHONE (A/C, No, Ext):</b> 843.577.1056 <b>E-MAIL ADDRESS:</b> linda.camp@palmerandcay.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Delta Metals, Inc. Post Office Box 1706 Savannah GA 31402-1706	<b>INSURER A :</b> NORTH RIVER INS CO 21105	
	<b>INSURER B :</b> Seneca Ins Co Inc 10936	
	<b>INSURER C :</b> United States Fire Insurance Co 21113	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1293323072                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$15K Ded PD only GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	5432214969	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	1337440086	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	5238087867	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	4087344105	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased & Rented Equipment Installation Floater		CIM2301552	7/1/2018	7/1/2019	\$250,000 Per Occurrence \$250,000 Per Item \$300,000 Any One Job Site

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project: Tybee Metal Roof Replacement, RFP#2019-733  
The City of Tybee Island is Additional Insured on General Liability and Automobile Liability and the Umbrella is follow form.

<b>CERTIFICATE HOLDER</b>  City of Tybee Island 403 Butler Avenue Tybee Island GA 31328	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## References of similar projects:

- Claxton Waste Water Treatment—906 N Grady St – Claxton, GA 30417

Scope of Work: Replace existing wall panels, flashings & insulation. Replace existing roof panels, flashings & insulation. Approximately 7,500 sqft.

Construction Cost: 63,000.00

GC: BRW Construction – Contact: Blake Patterson -- Phone: (912) 429-1945-- [blake@brwconstruction.com](mailto:blake@brwconstruction.com)



Before



After

- Hardeeville Water Reclamation Facility—2529 Church Rd—Hardeeville, SC 29927

Scope of Work: Install new insulation, wall panels, roof panels & flashings. Approximately 10,500 sqft.

Construction Cost: 390,000.00

GC: State Utility Contractors – Contact: Andrew Merritt – Phone# (704) 289-6400 – [amerrittsucontractors.com](http://amerrittsucontractors.com)



- BSA Black Creek Reservation Dining Hall—850 Poor Robins Rd—Sylvania, GA 30467

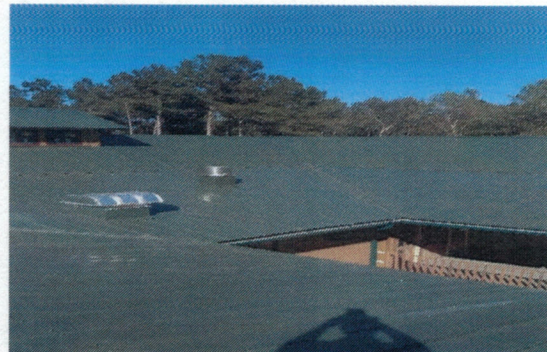
GC: Choate Const. Co.

Contact: Andrew Flowers: (912) 657-5365

[aflowers@choateco.com](mailto:aflowers@choateco.com)

Construction Cost: 127,858.00

Scope of Work. Install ice & water shield over newly Installed decking. Install 26ga exposed fastener roof Panels & flashings.





# SAVANNAH

Revenue Department

132 E Broughton St | PO Box 1228 | Savannah, GA 31402-1228 | (912)651-6445

## 2019 BUSINESS TAX CERTIFICATE

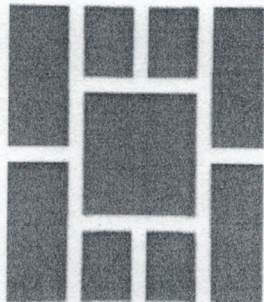
Expires: December 31, 2019

RECEIVED

MAR 11 2019

DELTA METALS INC  
218 E LATHROP AVE  
SAVANNAH GA 31401

DELTA METALS, INC.



Business Owner(s):

SCOTT RASPLICKA  
MELISSA E RASPLICKA

Permit # 001353

Additional Info:

NAICS: 238160238160

Tax Class: B

Classification: Roofing ContractorsRoofing Contractors

**THIS CERTIFICATE MUST BE DISPLAYED PROMINENTLY IN THE BUSINESS**

PM ID: 502  
sm 3/7/2019 8:53:08AM

**REQUEST FOR PROPOSAL  
RFP NO. 2019-733**

**METAL ROOF REPLACEMENT**

**RFP DUE: FRIDAY, MAY 31, 2019 BY 11:00am**

CITY OF TYBEE ISLAND, GEORGIA

JASON BUELTERMAN, MAYOR

BARRY BROWN, MAYOR PRO TEM

SHIRLEY SESSIONS

WANDA DOYLE

JULIE LIVINGSTON

JOHN BRANIGIN

MONTY PARKS

**DOCUMENT CHECK LIST**

The following documents are contained in and made a part of this RFP Package or are required to be submitted with the RFP. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her RFP. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSER**

GENERAL INFORMATION AND INSTRUCTIONS TO RFP WITH ATTACHMENTS

RFP SPECIFICATIONS

SPECIAL CONDITIONS

SURETY REQUIREMENTS

ATTACHMENTS: A. SIGNATURE SHEET; B. CONTRACTOR AFFIDAVIT; C. SUBCONTRACTOR AFFIDAVIT; D. SAVE AFFIDAVIT; E. VENDOR INFORMATION; F. PROPOSAL SHEET; G. CHECKLIST

**GENERAL INFORMATION FOR RFP**

This is a request for proposals to supply the City of Tybee Island, Georgia (sometimes hereinafter referred to as "Owner") with services as indicated herein.

**Sealed proposals must be received by 11:00am local time, on Friday, May 31, 2019. The City of Tybee Island reserves the right to reject any or all RFPs.**

**SERVICES TO BE PROVIDED**

The City of Tybee Island is soliciting bids for a **replacement roof for a 50'x76' building.**

**SPECIFICATIONS AND REQUIREMENTS**



approved change. Generally, when addenda are required, the RFP opening date will be changed.

City of Tybee Island has an equal opportunity purchasing policy to assure all procurement procedures are conducted in a manner that provides maximum open and free competition. City of Tybee Island seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City of Tybee Island. The City of Tybee Island provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

## **1. INSTRUCTIONS TO PROPOSERS**

**Purpose:** The purpose of this document is to provide general and specific information for use in submitting a RFP to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All RFPs are governed by the Code of the City of Tybee Island, Georgia, 15-2015 Sec 1, Art VII, Procurement, Sec 2-400, and the laws of the State of Georgia.

### **1.1 How to Prepare RFPs: All RFPs shall be:**

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the RFP. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each RFP constitutes an offer and may not be withdrawn except as provided herein.

### **1.2 How to Submit RFPs:**

One original, and one electronic copy (usb flash drive) must be submitted in a sealed opaque envelope, plainly marked with the RFP number and title, date and time of RFP opening, and company name to the office of the above address prior to the time specified. Include this entire RFP, and all required attachments, which can be found at the end of this document. No vendor will be allowed to submit more than one (1) proposal.

- **Include all requested documents, in addition to a W-9, certificate of insurance, and current business license.**
- Include at least three (3) references documenting your experience. Include name of project, construction cost, location, and current reference contact information including name, phone number, and email address. In addition to the information above, a written and/or photographic description of how these projects relate to this RFP.
- All Proposals should be hand delivered or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL BE REJECTED.**

**NOT BE OPENED OR CONSIDERED.**

- 1.3 How to Submit an Objection:** Objections from Proposers to this RFP and/or these specifications shall be brought to the attention of the City of Tybee Island Purchasing Agent in the following manner:
- a. Proposers shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-RFP conference.
  - b. The objections contemplated may pertain to form and/or substance of the RFP documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this RFP.
- 1.4 Errors in RFPs:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposal(s). Failure to do so will be at the Proposer's own risk. In case of error in extension of prices in the RFP or proposal, the unit price will govern.
- 1.5 Standards for Acceptance of RFP for Contract Award:** City of Tybee Island reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the Proposal of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer whom investigation shows is not in a position to perform the contract.
- 1.6 Proposer:** Whenever the term "proposer" is used it shall encompass the "person," "business," "supplier," "vendor," or other party submitting a proposal to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.
- 1.7 Responsible / Responsive proposer:** *Responsible proposer* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive proposer* means a person or entity that has submitted a proposal that conforms in all material respects to the requirements set forth in the RFP.
- 1.8 Compliance with Laws:** The proposer and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, county or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in any contract document between the contractor and City of Tybee Island shall be supplementary to this section and not in substitution thereof.
- 1.9 Contractor:** Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.10 State Licensing Board for General Contractors:** If applicable, pursuant to Georgia law, any proposer must be a Georgia licensed **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

- 1.11 Security & Immigration Compliance:** On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No proposals will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.**

Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

**Systematic Alien Verification for Entitlements (SAVE) Program:** O.C.G.A. 50-36-1 required Georgia cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program.** SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Responders are required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this RFP package.

**Protection of Resident Workers.** City of Tybee Island actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

## 2 GENERAL CONDITIONS

- 2.1 Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the proposer but shall put the proposer on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 Multiple Proposals:** No vendor will be allowed to submit more than one (1) proposal.
- 2.3 Permitting and Approvals:** The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.
- 2.4 Prices to be Firm:** Proposer warrants that proposal prices, terms and conditions quoted in his proposal will be firm for acceptance for a period of sixty (60) days from RFP opening date, unless otherwise stated in the RFP.
- 2.5 Completeness:** All information required by the RFP must be completed and submitted

to constitute a proper proposal.

- 2.6 Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship.

Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.

- 2.7 Guarantee/Warranty:** Unless otherwise specified by the City of Tybee Island, the Proposer shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City of Tybee Island. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City of Tybee Island as being least detrimental to the operation of the City.

- 2.8 Liability Provisions:** Where proposers are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the RFP as requested by the City, the proposer shall be liable for any injury, damage or loss occasioned by negligence of the proposer, his agent, or any person the proposer has designated to prepare the proposal and shall indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with City of Tybee Island.

- 2.9 Cancellation of Contract:** The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next higher ranked Proposer, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or his surety) shall be liable to City of Tybee Island for costs to the City of Tybee Island in excess of the defaulted contract prices. See the contract documents for complete requirements.

- 2.10 Certification of Independent Price Determination:** By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
- c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

- 2.11 Award of Contract:** The contract, if awarded, will be awarded to the proposal with the highest score whose base proposal meets the requirements and criteria set forth in the RFP. The City of Tybee Mayor and Council must approve the award. The award will take into account price among other factors as specified in this RFP.
- 2.12 Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the City of Tybee Island staff may be filed with the Purchasing Agent for review and resolution. The Code of the City of Tybee Island will control the protest.
- 2.13 Qualification of Business (Responsible Proposer):** A responsible Proposer is defined as one who meets, or by the date of the proposal acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. City of Tybee Island has the right to require any or all proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

City of Tybee Island has the right to disqualify the proposal of any proposer as being unresponsive or un-responsible whenever such Proposer cannot document the ability to deliver the requested product or service.

- 2.14 Insurance Provisions, General:** The selected proposer to whom the contract is awarded shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the proposal.

- a. General Information that shall appear on a Certificate of Insurance:
- i. Name of the Producer (proposer's insurance Broker/Agent).
  - ii. Companies affording coverage (there may be several).
  - iii. Name and Address of the Insured (this should be the Company or Parent of the firm the City is contracting with).
  - iv. A Summary of all current insurance for the insured (includes effective dates of coverage).
  - v. A brief description of the operations to be performed, the specific job to be performed, and contract number.
  - vi. Certificate Holder (This is to always include the City of Tybee Island).

**City of Tybee Island as an Additional Insured:** The City of Tybee Island should also be named as an Additional Insured.

- b. Minimum Limits of Insurance to be maintained for the duration of the contract:
- i. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor. This policy coverage includes premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$2,000,000 bodily injury and property damage per occurrence annual aggregate.



- ii. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
  - iii. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$2,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.
- c. Special Requirements:
- i. **Extended Reporting Periods:** The Contractor shall provide the City of Tybee Island with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
  - ii. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
  - iii. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City of Tybee Island.
  - iv. **Proof of Insurance:** City of Tybee Island shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City of Tybee Island before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the City of Tybee Island contract.
  - v. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.
  - vi. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the City of Tybee Island Mayor and Council.
  - vii. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City of Tybee Island. At the option of the City of Tybee Island, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the City of Tybee Island, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

- 2.15 Compliance with Specification - Terms and Conditions:** The RFP, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Vendor's RFP, Addendum, and/or any other pertinent documents form a part of the Proposer's proposal and by reference are made a part hereof.
- 2.16 Signed RFP Considered Offer:** The signed Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Proposer after such acceptance, City of Tybee Island may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.17 Notice to Proceed:** The successful proposer shall not commence work under this RFP until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee, or as specified in the Special Conditions. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.18 Payment to Contractors:** Instructions for invoicing the City of Tybee Island for products delivered to the City of Tybee Island are specified in the contract document.
- a. Questions regarding payment may be directed to the Accounting Department at 912-472-5024 or City of Tybee Island's Project Manager as specified in the contract documents.
  - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
  - c. Upon completion of the work or delivery of the products, the Contractor will provide the City of Tybee Island with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City of Tybee Island have been paid in full.
  - d. City of Tybee Island is a tax-exempt entity. Every contractor, vendor, business or person under contract with City of Tybee Island is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to City of Tybee Island by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 2.19 Owner's Rights Concerning Award:** The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all RFPs and any RFP that is not responsive or that is over the budget, as amended, or that fails to suit the needs of the City as determined by the Owner in its sole discretion. In judging whether the Proposer is responsible, the Owner will consider, but is not limited to consideration of, the following:
- a. Whether the Proposer or principals are currently ineligible, debarred, suspended or otherwise excluded from contracting by any state or federal agency, department

authority;

- b. Whether the Proposer or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the Proposer can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- d. Whether the Proposer's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the Proposer's contract obligations.

**2.20 Debarred or Suspended Subcontractors:** Contractor shall not subcontract, and shall ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the City or other government entities. Contractor shall immediately notify City of Tybee Island in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

**2.21 Cone of Silence:** Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.

**2.22 Georgia Open Records Act:** The responses will become part of the City of Tybee Island's official files without any obligation on the City of Tybee Island's part. Ownership of all data, materials and documentation prepared for and submitted to City of Tybee Island in response to a solicitation, regardless of type, shall belong exclusively to City of Tybee Island and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

It is the responsibility of the Proposer to notify the City of any documents turned over which may contain trade secrets or other confidential matters. A Proposer submitting records which the entity or person believes contains trade secrets that wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia.

Proposals will not be opened in public, and the information is exempt from disclosure, including the Open Records Act, until the RFP has been awarded, or all proposals have been rejected.

City of Tybee Island shall not be held accountable if material from responses is obtained without the written consent of the proposer by parties other than the City of Tybee Island, at any time during the solicitation and evaluation process.

- 2.23 Georgia Trade Secret Act of 1990:** In the event a Proposer submits trade secret information to the City of Tybee Island, the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.24 Contractor Records:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City of Tybee Island. This applies to those specific contracts currently in effect and those that have been completed or closed for up three (3) years following completion.

### 3 ADDITIONAL CONDITIONS

- 3.1 Method of Compensation:** The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the CITY OF TYBEE ISLAND. The CITY OF TYBEE ISLAND shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the CITY OF TYBEE ISLAND.

Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices shall be submitted each month until the Project is completed. Invoices shall be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work pursuant to provisions of the contract. Each invoice shall be accompanied by a summary progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the City of Tybee Island shall retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the City of Tybee Island, then the total amount to be retained may be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained may be further reduced at the discretion of the City of Tybee Island.

The CONTRACTOR may submit a final invoice to the City of Tybee Island for

remaining retainage upon CITY OF TYBEE ISLAND'S acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the CITY OF TYBEE ISLAND to the CONTRACTOR when work has been fully completed and the contract fully performed, except for the responsibilities of the CONTRACTOR which survive final payment. The making of final payment shall constitute a waiver of all claims by City of Tybee Island except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the CITY OF TYBEE ISLAND as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

**3.2 Warranty Requirements:**

- a. Provisions of item 2.7 apply.
- b. Warranty required. See Contract Documents

**3.3 Terms of Contract:**

- a. ONE TIME CONTRACT

**3.4 Audits and Inspections:** At any time during normal business hours and as often as the City of Tybee Island may deem necessary, the Contractor and his subcontractors shall make available to the City and/or representatives of the City of Tybee Island for examination of all its records with respect to all matters covered by this Contract. It shall also permit the City of Tybee Island and/or representatives of the Finance Department to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the City of Tybee Island or at the offices of the Contractor as requested by the City of Tybee Island.

**4 SCORING MATRIX**

**SELECTION CRITERIA**

The following weighted criteria will be utilized to select the award of this contract:

- Quality of Roofing and Installation Materials – 30 points
- Total Cost - 25 points
- References - 25 points
- Prior experience with similar projects - 20 points

**City of Tybee Island  
TERMS AND CONDITIONS**

**DEFINITIONS.** As used herein, the following terms shall have the meanings set forth below, whether or not capitalized.

- (a) "Purchase Order" or "Order" means this purchase order.
- (b) "Buyer" means The City of Tybee Island.
- (c) "Seller" or "Vendor" means the party furnishing the supplies under this order.

- (d) "Supplies" means what the Seller furnishes the Buyer under this order and includes with limitation, the following; (1) the work; materials; articles; deliverable items, items, data and services, whether tangible or intangible or any combination thereof; and (2) what is leased or licensed, pursuant to the lease(s) or license(s) signed by both the Buyer and the lessor or licensor if attached to and made a part of this order.
- (e) "Loss" means any or all the following: claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees and expenses and other legal costs).

**ACCEPTANCE.** This order constitutes an offer that shall become a binding contract upon the terms and conditions herein set forth upon acceptance by Seller either by acknowledgement of this order or commencement of performance. Buyer objects to any difference, conflicting or additional terms proposed by Seller in the acceptance of this order, and no such terms shall be effective unless expressly accepted by Buyer in writing. Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions contained in this order, except by such written instrument modifying the order, signed by Buyer, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or other form issued by Seller and notwithstanding Buyer's act of accepting or paying for any shipment, or similar act by Buyer.

**PRICES.** Seller represents that the prices, terms, warranties, and benefits contained in this order are comparable to or better than those offered to any other customer of Seller for items which are the same or substantially similar. Buyer shall receive the benefit prospectively or retrospectively if Seller offers any item or service included in this order to any other customer at a lower price, more favorable terms, more favorable warranties, or more favorable benefits up to one year after completion of this order.

**PACKING AND SHIPPING.** All items shall be suitable packed and prepared for shipment to insure their safe transportation, to secure the lowest transportation cost, and to comply with the requirements of carriers. Buyer's order number shall appear on all documents and correspondence relating to these items. Packing lists shall accompany the items and shall include the order number, Buyer's part number, Seller model number, description of items shipped and any other information called for in the order. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list. Seller shall be liable for all excess transportation or other charges resulting from Seller's failure to comply with Buyer's packing, shipping, routing and delivery instructions.

**DELIVERY.** Any delivery schedule made a part of this order is an important, material condition; time is of the essence of the order. Unless otherwise agreed to in writing. Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. In addition to any other rights or remedies, Buyer may cancel all or any part of this order for Seller's failure to deliver in strict accordance with the delivery terms set forth herein. Seller shall promptly notify Buyer of any anticipated delay in the delivery date and Buyer may require Seller to ship by alternate means in order to expedite delivery. Any additional costs shall be paid by Seller and Seller shall be liable for all resulting damages to Buyer occasioned by the delay. Delivery shall not be deemed complete until the items have been received and accepted by Buyer. Advance and excess shipments may at Buyer's option be rejected and returned to Seller at Seller's expense.

**TRANSPORTATION.** Except as otherwise provided on the face of this order, transportation charges on Supplies shall be f.o.b. destination, at Seller's sole cost and expense. Risk of from any casualty to supplies ordered hereunder, regardless of cause, shall be Sell

responsibility until goods have been delivered to Buyer's designated delivery post. No insurance or premium transportation costs beyond the price listed in this order will be allowed unless authorized by Buyer in writing. If Seller does not comply with Buyer's delivery schedule, Buyer may, in addition to any other rights that Buyer may have under this order, require delivery by fastest way, and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller.

**WARRANTY.** Seller warrants that all supplies delivered pursuant to this order shall strictly conform to the applicable specifications (including without limitation information or functional performance, material content, size, appearance, response time, etc.), shall be free from all defects and workmanship in materials including latent defects, shall be free from defects in design and suitable for their intended purpose, and shall be free from all claims, encumbrances, and liens. Seller agrees to indemnify, defend and hold Buyer, Buyer's employees, and those for whom Buyer may act as agent, harmless from all damages, including consequential and incidental damages, incurred or sustained by Buyer by reason of any breach of any warranty with respect to the supplies purchased. Buyer shall be promptly reimbursed for all expenses incurred in the handling, inspection and return of defective items, and Seller shall bear the risk of loss on all such items. If any of the supplies are found at any time prior to acceptance to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer (in addition to any other rights which it may have under warranties or otherwise) may at its option (1) correct or have corrected the nonconformity at Seller's expense, or (2) reject and return such supplies or other deliverable items at Seller's expense, such supplies or other deliverable items not to be replaced without suitable written authorization from Buyer.

**CHANGES.** Buyer may at any time request in writing changes to this order in the specifications, packing, shipment, quantities, delivery schedules, and other matters. If any such change causes an increase or decrease in the costs of or the time required for performance, Seller shall immediately notify Buyer. Any request for an equitable adjustment must be made in writing with 30 days from the date of the written request for the change. No additional charge or change in the specifications, packing, shipment, quantities, delivery schedules, and other matters will be allowed unless authorized by Buyer in writing.

**TAXES.** The Buyer, a municipality in the State of Georgia, is exempt from Georgia Sales Tax under the Sales and Use Tax ID # 302 526 178. All sales and use tax due on materials purchased by the city for installation by the seller under this contract are the responsibility of the contractor.

**ASSIGNMENT.** Neither this order nor any interest herein may be assigned, in whole or in part, by Seller without the prior written consent of Buyer. Notwithstanding the above, Seller may assign any monies due or to become due to him hereunder, provided that such assignment shall not be binding upon Buyer until receipt of a copy of the assignment agreement is acknowledged and approved by Buyer in writing.

**SUBCONTRACTING.** Seller shall not enter into a subcontract for any part of this order, including completed or substantially completed items or major components thereof, with Buyer's written consent. Nothing in this order shall be seen as prohibiting Seller's purchase of standard commercial articles, raw materials, or other supplies specified in this order if these are typically purchased by Seller in the normal course of business.

**TERMINATION.** Buyer may terminate or suspend performance under this order in whole or in part from time to time by sending written notice to Seller. Upon receiving notice of such action by Buyer, Seller shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs under this order. Buyer's sole liability to Seller shall be for its

completed and delivered to Buyer in accordance with this order and for Seller's reasonable costs to the date of termination, such costs being solely attributable to this order and not being recoverable from other sources.

**INDEMNIFICATION.** Seller agrees to indemnify, defend and hold Buyer, Buyer's employees, and those for whom Buyer may act as agent harmless from (1) any and all claims and liabilities for injuries or death of persons or damages to or destruction of property; (2) any other Loss caused by or resulting from the acts or omissions of Seller, its agents, subcontractors, suppliers or employees in the performance of this order; (3) any Loss caused by or resulting from the supplies purchased under this order, (4) any intended use of products or materials provided by Seller; (5) any defective products or materials provided by Seller, including without limitation the use or disposal of hazardous and/or toxic materials, such materials to include at minimum all materials recognized by the Environmental Protection Agency as hazardous; or (6) any breach by Seller of any express or implied warranties. If Seller's work hereunder involves operations by Seller's agents, subcontractors, suppliers or employees on Buyer's premises or any place where Buyer conducts operations, Seller shall take all necessary precautions to prevent the occurrence of any injury or damage to persons or property during the progress of such work. Further, Seller shall indemnify, defend and hold Buyer, Buyer's employees, and those for whom Buyer may act as agent harmless for any injuries occurring to Seller's agents, subcontractors, suppliers or employees and Seller shall maintain public liability, property damage and employee's liability and compensation insurance sufficient to protect Buyer from any claims under any applicable law, statute, or regulation.

**MODIFICATION; WAIVER.** No waiver or modification of this order shall be effective unless in writing and signed by both of the parties hereto. Failure of either party to enforce its rights under this order shall not constitute a waiver of such rights or any other rights.

**ENTIRE AGREEMENT.** The parties intend this order as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, any prior or contemporaneous oral or written agreements as to the same subject matter notwithstanding.

**INVALIDITY.** In the event that any provision of this order is declared invalid, illegal, or otherwise unenforceable by any tribunal or law, the remainder of the provisions shall not be affected thereby, and each term and provision not declared invalid, illegal or unenforceable shall be valid and shall be enforced to the fullest extent permitted by law.

**DRUG FREE WORKPLACE.** By accepting this order, the Seller certifies that he shall provide a drug free workplace for his employees in accordance with the laws of the State of Georgia.

**SPECIFICATIONS, PROPOSALS, BID DOCUMENTS.** The documents which form the basis for this order shall include the plans, specifications, and proposal documents as attached hereto, together with any other documents so listed and enumerated, if any, and it is expressly understood that any special conditions listed and attached hereto are specifically made a part of this contract.

**APPLICABLE LAW.** The provisions and performance of this purchase order shall be governed by the laws of the State of Georgia and applicable federal law. Seller agrees to bring any and all actions relating to this purchase order only in the state and federal courts located within Chatham County in the State of Georgia.

**APPROPRIATION.** Notwithstanding, any other provision hereof, this agreement shall terminate at the end of each calendar year without liability or obligation on the part of the City of



any calendar year where the City has not appropriated funds for the obligations hereunder for the next calendar year.

**PROTEST POLICY** Any offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be made to the purchasing office having responsibility for initiating the solicitation. The protest must be submitted in writing within seven calendar days after knowledge of the facts and occurrences giving rise to the protest. The protest shall include the name and address of the protestant, the solicitation number, a statement of the grounds for protest, and specify the ruling requested from the purchasing office. Awards will be held at bay until the protests are resolved.

**PAYMENT** The bidder shall specify terms of payment.

**INSURANCE REQUIREMENTS** Contractor shall provide a Certificate of Insurance naming the City of Tybee Island as also insured, a 30 day cancellation notice, indicating the following minimum coverage:

Comprehensive General Liability	\$2,000,000.00
Automobile Public Liability	\$2,000,000.00

Workman's Compensation Insurance equal to the statutory requirements.

**TAXES** The City of Tybee Island, Georgia is not subject to any State or Federal taxes. Documentation will be provided with the invoice at the time of payment, if requested.

**DELIVERY: F.O.B. DESTINATION** 403 Butler Ave, Tybee Island, Georgia 31328 unless otherwise stated.

**TERMINATION OF CONTRACT** The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving thirty (30) days written notice, unless otherwise stated herein, stating the reasons therefore and giving the party ample time to remedy the deficiency.

**ATTACHMENT A**

**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 RFP for the proposal 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 RFP for the proposal amount, and;

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
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** \_\_\_\_\_

**In the award of “Competitive Sealed RFPs”, minority/female participation may be one of several evaluation criteria used in the award process.**

**ATTACHMENT B**

**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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
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 \_\_\_\_\_, \_\_\_\_, 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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**ATTACHMENT C**

**SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor 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 \_\_\_\_\_ (name of contractor) 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor 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 Project

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
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: \_\_\_\_\_

**ATTACHMENT D**

**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 THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**ATTACHMENT E**

**CITY OF TYBEE ISLAND VENDOR APPLICATION**

What Products/Services will you provide to the City of Tybee Island:

---

Contact:

---

Email:

---

Phone:

Fax:

---

Location:

---

Accounts Receivable Information:

A/R Contact:

---

Email:

---

Phone:

Fax:

---

Remittance Address:

---

Our terms are net 30

**ATTACHMENT F**  
**PROPOSAL SHEET**  
**REPLACEMENT ROOF**  
**RFP# 2019-733**

Please attach all specifications regarding materials, installation, and warranties to this sheet with your total proposal cost below.

**TOTAL PRICE:** \_\_\_\_\_

\_\_\_\_\_ **(Firm)**

\_\_\_\_\_ **(Signature)**

\_\_\_\_\_ **(Title)**

**ATTACHMENT G**

**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.**

**ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (if any Addendums issued)**

**RFP SHEETS COMPLETELY FILLED OUT AND SIGNED**

**COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE RFP (Attachments A-G)**

**INCLUDE W-9, CERTIFICATE OF INSURANCE AND CURRENT BUSINESS LICENSE**

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
SIGNATURE



**MAYOR**  
Jason Buelterman

**CITY COUNCIL**  
Barry Brown Mayor pro tem  
Shirley Sessions  
John Branigin  
Wanda Doyle  
Julie Livingston  
Monty Parks



**CITY MANAGER**  
Shawn Gillen

**CITY CLERK**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**CITY OF TYBEE ISLAND**

**RFP 2019-733 DPW Roof**

**DUE 5-31-19 11:00am**

**PROPOSERS**

<b>Metalcrafts</b>	<b>46,900.00</b>
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<b>Delta Metals</b>	<b>29,000.00</b>
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**Item Attachment Documents:**

13. Resolution: Tybee Road Scenic

**MAYOR**  
Jason Buelterman

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



**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**CITY OF TYBEE ISLAND**

**City Council Agenda Item Request**

**Agenda Item Requests and supporting documentation must be submitted to the Clerk of Council by 4:00PM on the Thursday prior to the next scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda.**

Council Meeting Date for Request: July 11, 2019

Item: Request for resolution of support for Tybee Road Scenic

Byway.

Explanation: This is a request for support of a revised application to the Georgia Department of Transportation. Council earlier approved a resolution of support for a shorter byway.

Budget Line Item Number (if applicable): \_\_\_\_\_

Paper Work:       Attached\*  
      Audio/Video Presentation\*\*

- \* **Electronic submissions are requested by not required. Please email to [jleviner@cityoftybee.org](mailto: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.**

**NOTE: Request will be postponed if necessary information is not provided.**

Submitted by: David McNaughton

Phone / Email: 404-697-7699 mcmaughtond@bellsouth.net

Comments: I have alerted Jason that this is coming.

---

Date given to Clerk of Council \_\_\_\_\_

PUBLIC AGENDA REQUEST

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



## A RESOLUTION OF SUPPORT FOR THE TYBEE ROAD SCENIC BYWAY

Whereas, the sponsor, David McNaughton, has identified a route that follows U.S. 80 from Richardson Creek (just east of Bryan Woods Road) to the end of U.S. 80 on Tybee Island, which contains significant scenic, natural, historic, cultural, archeological, or recreational qualities;

Whereas, the sponsor is seeking to gain "Georgia Scenic Byway" designation for the route from the Georgia Department of Transportation;

Whereas, the Tybee Island City Council has been advised on details of the Georgia Scenic Byways program, the proposed byway, and the benefits of designation;

Whereas, designation of this route will support the objectives of this body to protect, promote, enhance, and interpret the outstanding intrinsic qualities of Tybee Island and Chatham County; and

Whereas, the Georgia Scenic Byways program is a tool to encourage tourism and responsible development, bringing positive economic benefits and opportunities to this community;

Now therefore be it resolved that the Tybee Island City Council, having met and considered the matter in open session on **(day, month), 2019**, hereby fully endorses the designation application for the proposed Tybee Road Scenic Byway.

Further, the Tybee Island City Council acknowledges the efforts of the sponsor in undertaking this project and will support the completion of the designation process.

Dated this **xx day of (month), 2019**.

**Item Attachment Documents:**

15. Resolution: Suspending Special Review and Fees for Dune Crossover Improvements

**RESOLUTION NO. 2019**

**RESOLUTION OF THE MAYOR AND COUNCIL  
OF THE CITY OF TYBEE ISLAND SUSPENDING SPECIAL REVIEW  
AND FEES FOR DUNE CROSSOVER IMPROVEMENTS NECESSITATED BY  
BEACH AND DUNE IMPROVEMENTS**

**WITNESSETH**

WHEREAS, the City of Tybee Island is in the process of performing beach improvements consisting of the construction of dune fields on various areas of the beach; and

WHEREAS, further projects are intended and anticipated for additional beach improvements, including dune fields; and

WHEREAS, the dune fields constructed and to be constructed are impacting existing beach access points and dune crossover facilities, some of which are privately owned or constructed; and

WHEREAS, due to the special circumstances of the contemplated beach improvements and the impact on existing crossovers, the Mayor and Council of the City of Tybee Island have determined and did in fact decide at the meeting of the Mayor and Council on June 13, 2019, to waive any fees associated with the permitting of additional repairs, construction or modifications of existing dune crossover structures to the extent they are impacted by beach improvements conducted on behalf of the public in general by the City; and

WHEREAS, ordinarily the City would impose fees and special review requirements in connection with such dune crossovers but, under the circumstances, the Council determined it is more equitable to waive all fees and special review requirements for alterations, construction or modifications of dune crossover structures as necessitated by the beach improvements;

NOW, THEREFORE, it is hereby resolved by the Mayor and Council in open meeting, duly assembled, that those provisions of the LDC Section 3-100 requiring special review of the intended alteration, construction or disturbance of beach dunes or vegetation thereon by the alteration or construction of dune crossovers is deemed inapplicable for the new construction, improvements, repairs or modifications of dune crossovers necessitated by current and anticipated beach improvements projects, including but not limited to new dune construction and such shall be considered “special events” for purposes of that ordinance not requiring special review.

IT IS FURTHER RESOLVED, that the imposition of fees for the construction of dune crossovers, including any alteration or repair thereof, shall be waived for crossovers that need to be constructed or altered in connection with or as a result of beach improvement projects

This resolution shall be deemed effective as of June 13, 2019, although it is only affirmed by this writing presented in the open meeting of July 11, 2019. Department of Natural Resources permitting shall remain applicable to the extent required by the Department of Natural Resources.

SO RESOLVED this 11th day of July, 2019.

**CITY OF TYBEE ISLAND, GEORGIA**

By: \_\_\_\_\_  
Jason Buelterman, Mayor

ATTEST:

By: \_\_\_\_\_  
Clerk of Council





**Item Attachment Documents:**

16. Resolution: Distribution of the Tourism Product Development Portion of the Hotel/Motel Tax as Authorized by House Bill 591

**RESOLUTION NO. 2019**

**RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF  
TYBEE ISLAND REGARDING THE DISTRIBUTION OF THE TOURISM PRODUCT  
DEVELOPMENT PORTION OF THE HOTEL/MOTEL TAX AS AUTHORIZED BY  
HOUSE BILL 591 AND AUTHORIZING APPROPRIATE ACTIONS TO ENABLE  
COUNCIL TO DIRECT THE DISTRIBUTION OF SUCH FUNDS**

**WITNESSETH**

BE IT RESOLVED by the Mayor and Council of the City of Tybee Island in open meeting as follows:

WHEREAS, the City of Tybee Island (“City”) is a duly organized municipality within the state of Georgia; and

WHEREAS, the City will be increasing its hotel/motel tax from a rate of 6% to a rate of 7% as authorized under Georgia law and as specifically authorized under House Bill 591 authoring such an increase; and

WHEREAS, the City currently contracts with the Savannah Area Chamber of Commerce, a private sector non-profit organization for the purpose of promoting tourism, conventions and trade shows pursuant to O.C.G.A §48-13-51(a)(3.2) and O.C.G.A. §48-13-51(a)(3); and

WHEREAS, City of Tybee Island also contracts with what has become a state authority, the Georgia International and Maritime Trade Center, under House Bill 354 being the Georgia International and Trade Center Authority, which is also an authorized recipient of a portion of the hotel/motel tax; and

WHEREAS, the City is increasing the rate of tax pursuant to Georgia Law to a rate of 7% for furnishing for value to the public any room or rooms, lodgings or accommodations furnished by any person or legal entity licensed by or required to pay business or occupation taxes to the municipality for operating the hotel, motel, inn, lodge, tourist camp, tourist cabin, campground or any other place in which rooms, lodgings or accommodations are regularly or periodically furnished for value; and

WHEREAS, the City has changed its tax rate from 6% to 7% in order to increase the funds available to the City for tourism product development as authorized by law; and

WHEREAS, the City deems it to be in the best interest of the City to generate additional funds for tourism product development as identified herein and to maintain a distribution process as allowed by law; and

IT IS NOW, THEREFORE, RESOLVED by the Mayor and Council in open meeting duly assembled as follows:

The tourism product development purposes shall include beach improvements of beach nourishment and related facilities and may include the construction and/or maintenance of restrooms on or near the beach and further, may be used to finance the construction and operation of the Marine Science Center as a tourism development project, as well as to fund, in an appropriate manner, operation or activities of the Tybee Post Theatre consistently with tourism product development restrictions. At this time, it is directed that the funds available for tourism product development will be distributed as follows:

- (a) An amount of approximately \$250,000.00 annually to contribute toward the debt service payments and principal payments on the Marine Science Center facility;
- (b) An approximate amount of \$70,000.00 for the Post Theater continuing development and improvements, consistent with tourism product development. However, the Post Theater must be operated as a public venue for the arts and benefit the community in order to qualify for such funds;
- (c) Remaining funds generated for tourism product development shall be directed toward funding and preserving funds for beach related improvements including, but not limited to, the construction of recreational facilities, renourishments, restrooms on or near the beach, and for similar purposes;
- (d) Upon exhaustion of funds for indebtedness of the Marine Science Center, Council shall, by further resolution, redirect that portion of the tourism product development funds to other tourism and product developments as permitted by law.

IT IS SO RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF TYBEE ISLAND, GEORGIA**

By: \_\_\_\_\_

Jason Buelterman, Mayor

ATTEST:

By: \_\_\_\_\_

Clerk of Council

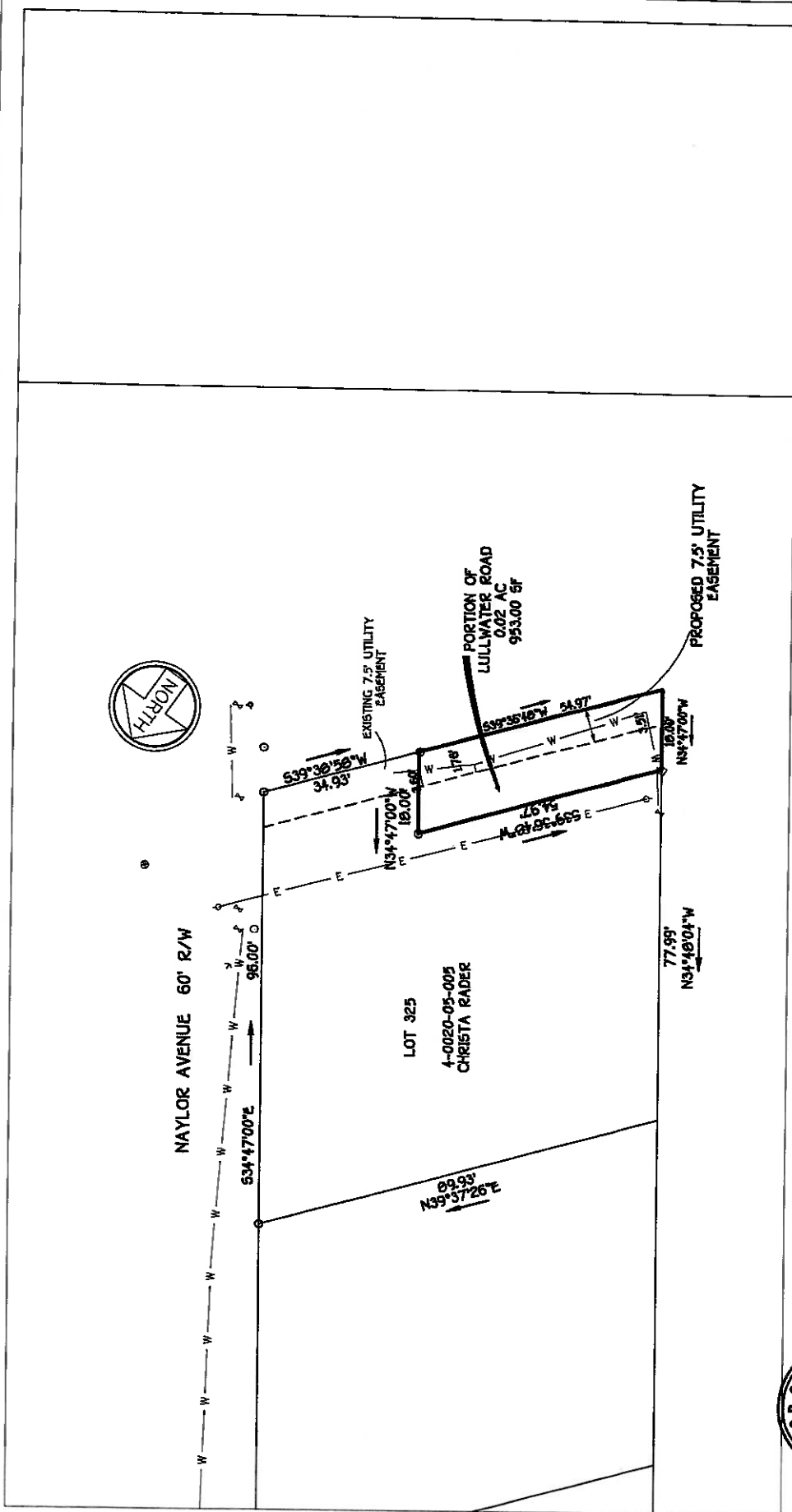




**Item Attachment Documents:**

17. Bubba Hughes, Christa Rader, Lullwater Road





Michael A. Huasey  
 Co. Reg. L.S. No. 2809

**EXHIBIT**  
 SHOWING PROPOSED PORTION OF  
 LULLWATER TO BE ACQUIRED WITH  
 PERMANENT 7.5' UTILITY EASEMENT  
 FOR  
 CHRISTA RADER  
 1006 ASHLEY RD.  
 SAVANNAH GA 31410

DATE: 02-05-2019



Page 18

SUNDIAL LAND SURVEYING  
 L5F000957  
 120 COMMERCE COURT  
 POOLER, GA 31322  
 912-235-2477

## Jan LeViner

---

**From:** Daniel Carpenter  
**Sent:** Friday, June 7, 2019 2:10 PM  
**To:** George Shaw  
**Cc:** Jan LeViner; #Dept Heads  
**Subject:** Re: Rader Property

*I concur with George.  
DC.*

*Sent from my iPhone*

*On Jun 6, 2019, at 2:49 PM, George Shaw <[gshaw@cityoftybee.org](mailto:gshaw@cityoftybee.org)> wrote:*

Jan,

While I am generally not in favor of selling right of way, this particular section does not go all the way through to Naylor. If the City has no intention of purchasing the other side for a through route and if we insist on a utility easement as needed by water/sewer then I can be okay with selling this section.

George

---

**From:** Jan LeViner <[jleviner@cityoftybee.org](mailto:jleviner@cityoftybee.org)>  
**Sent:** Thursday, June 06, 2019 2:02 PM  
**To:** #Dept Heads <[#DeptHeads@cityoftybee.org](mailto:#DeptHeads@cityoftybee.org)>  
**Subject:** Rader Property

Please see attached plat showing proposed portion of Lullwater to be acquired with permanent 7.5 utility easement.

It is the owners request to purchase a portion as depicted by end of week as I would like to include in the upcoming agenda for City Council. Please let me know if you have an objection to this purchase.

Thank you  
Jan

## Jan LeViner

---

**From:** Stanley Bearden  
**Sent:** Thursday, June 6, 2019 3:04 PM  
**To:** Jan LeViner  
**Subject:** RE: Rader Property

Hi Jan, there is a 4inch waterline and an 8 inch sewer line as well as drainage lines on that right of way. I vote no.  
Thanks Stan

---

**From:** Jan LeViner <jleviner@cityoftybee.org>  
**Sent:** Thursday, June 6, 2019 2:02 PM  
**To:** #Dept Heads <#DeptHeads@cityoftybee.org>  
**Subject:** Rader Property

Please see attached plat showing proposed portion of Lullwater to be acquired with permanent 7.5 utility easement.

It is the owners request to purchase a portion as depicted by end of week as I would like to include in the upcoming agenda for City Council. Please let me know if you have an objection to this purchase.

Thank you  
Jan

## Jan LeViner

---

**From:** Daniel Carpenter  
**Sent:** Monday, September 17, 2018 3:04 PM  
**To:** Jan LeViner; #Dept Heads  
**Cc:** Shawn Gillen  
**Subject:** RE: Plat

I would be against it for the best interest of the city, In case of expanding infrastructure in this area. Storm sewer, Sanitary sewer, Water mains ETC...  
D.C

---

**From:** Jan LeViner  
**Sent:** Monday, September 17, 2018 12:58 PM  
**To:** #Dept Heads <#DeptHeads@cityoftybee.org>  
**Cc:** Shawn Gillen <sgillen@cityoftybee.org>  
**Subject:** Plat

All,  
Attached is a plat from Crister Rader re: Lot 325 as shown. It is her request to purchase a portion of Lullwater Road, 18x54.97. as it is her desire to build on Lot 325.

Please let me know if you have an objection to this purchase.

Thanks  
Jan

**Janet LeViner, CMC**  
**Clerk of Council**  
**City of Tybee Island**  
**PO Box 2749**  
**Tybee Island, GA 31328**  
**912.472.5080 (direct dial)**  
**912.596.6401 (cell)**

---

**From:** Lisa Schaaf  
**Sent:** Monday, September 17, 2018 12:39 PM  
**To:** Jan LeViner <jleviner@cityoftybee.org>  
**Subject:** your plat

*Lisa L. Schaaf*  
City of Tybee Island  
Planning and Zoning  
Office: 912.472.5033  
Fax: 912.786.9539  
[lschaaf@cityoftybee.org](mailto:lschaaf@cityoftybee.org)

**Jan LeViner**

---

**From:** Todd Smith  
**Sent:** Monday, September 17, 2018 1:17 PM  
**To:** Jan LeViner  
**Subject:** RE: Plat

I don't think the city should be in the habit of selling off un-opened roads, or portions thereof. That would also impact foot traffic from Nailor to Lullwater via the easement/path. There's also a hydrant on the Nailor side, which I think is the only one serving the Lullwater/Lighthouse Ln area.

---

**From:** Jan LeViner  
**Sent:** Monday, September 17, 2018 12:58 PM  
**To:** #Dept Heads <#DeptHeads@cityoftybee.org>  
**Cc:** Shawn Gillen <sgillen@cityoftybee.org>  
**Subject:** Plat

All,  
Attached is a plat from Crister Rader re: Lot 325 as shown. It is her request to purchase a portion of Lullwater Road, 18x54.97. as it is her desire to build on Lot 325.

Please let me know if you have an objection to this purchase.

Thanks  
Jan

**Janet LeViner, CMC**  
**Clerk of Council**  
**City of Tybee Island**  
**PO Box 2749**  
**Tybee Island, GA 31328**  
**912.472.5080 (direct dial)**  
**912.596.6401 (cell)**

---

**From:** Lisa Schaaf  
**Sent:** Monday, September 17, 2018 12:39 PM  
**To:** Jan LeViner <jleviner@cityoftybee.org>  
**Subject:** your plat

*Lisa L. Schaaf*  
City of Tybee Island  
Planning and Zoning  
Office: 912.472.5033  
Fax: 912.786.9539  
[lschaaf@cityoftybee.org](mailto:lschaaf@cityoftybee.org)

**Item Attachment Documents:**

20. Wanda Doyle, Proposal, Environmental Services, Inc., Tybee Island Dune Restoration Monitoring 2019



**ENVIRONMENTAL  
SERVICES, INC.**  
A Terracon COMPANY

20 June 2019

Mayor Jason Buelterman  
City of Tybee Island  
Post Office Box 2749  
403 Butler Avenue  
Tybee Island, Georgia 31328

**RE: Tybee Island Dune Restoration Monitoring 2019 (ES17004.01)  
Chatham County, Georgia**

Dear Mayor Buelterman:

Thank you for contacting Environmental Services, Inc., A Terracon Company (ESI). Pursuant to our recent conversation with Mr. Mark Padgett, ESI is pleased to enclose the attached proposal. Please note under our Terms section at the end of the proposal that, as the client, you assure ESI that we have permission to work on the property being evaluated and that you will advise us regarding the proper procedures for accessing the property.

If the attached meets your requirements, please approve by signing and returning the enclosed document to us by mail to the address above, by fax (904-470-2112) or via email ([mdemell@esinc.cc](mailto:mdemell@esinc.cc)). We are prepared to proceed upon receipt of the signed contract and a retainer in the amount of \$500.00. We look forward to working with you.

Please contact me should you have any questions. Thank you for selecting ESI to assist with your environmental consulting needs.

Sincerely yours,

ENVIRONMENTAL SERVICES, INC.  
A TERRACON COMPANY

Michael J. DeMell  
Department Manager I

Environmental Services, Inc. A Terracon Company 101 B Estus Drive Savannah, Georgia 31404  
P (912)236 4711 F (904)470 2112 [environmentalservicesinc.com](http://environmentalservicesinc.com)



**PROPOSAL FOR SERVICES  
ESI PROJECT NO. ESI7004.01**

The following Contract for Services is an agreement between Environmental Services, Inc., A Terracon Company (ESI) and the City of Tybee Island (Client) with the terms specified herein. Client agrees that the company/individual signing this agreement has the ability to compensate ESI for the work described herein whether or not the proposed project materializes. ESI agrees to perform the following tasks for the associated fee.

**Project Name: Tybee Island Dune Restoration Monitoring 2019**  
**Project Location: Chatham County, Georgia**

**SCOPE OF SERVICES**

**FEE**

**Task 1. Monitoring and Reporting**

**\$3,500.00**  
estimate

(not to exceed)

ESI will conduct two (2) monitoring events in or around June 2019 and December 2019 at all 3 of the sand fence monitoring areas. These events will collect the same data as previously documented for the Year 1 monitoring and subsequent monitoring report, dated 20 February 2019. This includes sand accumulation in and around the sand fence structures, natural vegetative recruitment, faunal use of the area, human impacts, and other general observations made during the events. Following these 2 monitoring events, ESI will prepare a monitoring report that will speak to the continued progression of the 3 monitoring areas.

Additionally, included in this task is preparation for and attendance at a three (3) task force meetings.

**Task 2. General Consultation**

**Time &  
Materials**

The above tasks spell out anticipated costs and services necessary to complete the level of work authorized by this contract. Services not otherwise anticipated, or which are beyond our control, such as additional meetings or information required by the client, the client's attorney, planner, engineer, or surveyor, will be billed on a time and material basis.

Additional information requested by other resource agencies, that is not normally part of the scope(s), will be billed on a time and materials basis. Prior to initiating this work, ESI will discuss the requests and acquire your authorization.



**Project Name:** Tybee Island Dune Restoration Monitoring 2019 (ES17004.01)  
**Project Location:** Chatham County, Georgia

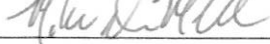
Task 1:	Monitoring and Reporting	Fee:	\$3,500.00
Task 2:	General Consultation	Fee:	T&M
		<b>Total Fee:</b>	<b>\$3,500.00</b>

**TERMS:**

- . ESI will complete the work described above in a timely manner unless delayed by Client's request, lack of information, or intervening factors beyond our control.
- . Client assures ESI that it has permission to work on the subject property and will advise ESI of proper procedures for accessing subject property.
- . ESI will maintain a minimum \$1,000,000 errors and omissions (professional liability) insurance; \$1,000,000 per occurrence and \$2,000,000 aggregate general liability insurance for the duration of the project. If any additional insurance requirements are necessary, please return the specifications with the signed proposal. They will become a part of this contract as agreed by both parties.
- . Outside services and expenses such as subcontractors and special purchases will be invoiced with a handling fee of 15 percent.
- . A retainer of \$500.00 is required; the retainer will be subtracted from the last invoice and is required by ESI to initiate work.
- . Client will provide ESI with any special billing formats or considerations with the signed contract.
- . Billing is done monthly. **Payment is due immediately upon receipt of the invoice;** after 30 days the Client agrees to pay 1.5 percent late fee per month or portion thereof on unpaid balances. Unpaid balances after 60 days from the date of the invoice may result in work stoppage until overdue accounts are resolved.
- . Failure to pay within 60 days from the date of invoice will be considered by ESI to be a breach of contract, and ESI may cease work and withhold all work product immediately without penalty from the Client.
- . Client agrees that this contract is an agreement between Client and ESI. Payment is due from Client at the time services are performed. Payment shall not be contingent upon regulatory action or upon resolution of any legal matter that ESI is not a party to. If ESI is being contracted to complete work which Client will use in a legal dispute, Client agrees to pay ESI in a timely manner without regard to the current standing of that legal dispute. ESI fees may not be incorporated into real estate closings without prior written consent from ESI.
- . This agreement shall be governed by the laws of the State of Florida, United States. Any lawsuit, proceeding or action arising out of or relating to this agreement must be brought in any court of competent jurisdiction located within Duval County, Jacksonville, Florida. Each of the parties irrevocably submits and consents to the exclusive jurisdiction of such court in any such lawsuit, proceeding or action, and waives any defense or objection it may now or hereafter have to personal jurisdiction, venue, or inconvenient forum.
- . ESI rates change on March 1 of each year.
- . This proposal is valid for a period of 60 days following the date of issuance.

**TERMS ACCEPTED:**

**ENVIRONMENTAL SERVICES, INC., A TERRACON COMPANY**

SIGNATURE: _____	SIGNATURE:  _____
NAME: _____	NAME: <u>Michael J. DeMell</u>
FIRM: _____	FIRM: <u>Environmental Services, Inc., A Terracon Company</u>
TITLE: _____	TITLE: <u>Department Manager I</u>
DATE: _____	DATE: <u>20 June 2019</u>

**BILLING ADDRESS AND CONTACT IF DIFFERENT FROM ABOVE:**

\_\_\_\_\_

Environmental Services, Inc. A Terracon Company 101 B Estus Drive Savannah, Georgia 31404  
P (912)2364711 F (904)4702112 environmentalervicesinc.com



Additional services not specifically addressed herein will be invoiced on a time and materials basis at standard ESI hourly rates. We will provide you with a written proposal for these tasks if, or when, they become necessary. We are prepared to proceed upon receipt of the signed contract and a retainer in the amount of \$500.00.

ESI is committed to providing quality service to our clients. Every project is reviewed by a senior technical manager to ensure that the work has been performed in compliance with our goal of providing superior service and solutions to our clients.



Environmental Services, Inc., A Terracon Company, provides services in a variety of disciplines, please keep us in mind for your future environmental, cultural and sustainable resource needs.

#### **Cultural Resource Management**

- Archaeology Surveys
- Historic Structure Surveys
- Underwater Archaeology
- Conservation Analysis
- Predictive Modeling
- Cemetery Studies/Conservation

#### **Forestry**

- Tree Ordinance & Compliance
- Arboricultural Assessments & Landscape Planning
- Land Management Planning
- Fire Management & Prescribed Burning
- Timber Assessment & Management

#### **Ecology**

- Due Diligence
- Permitting & Compliance
- Wetland Delineation/ Assessment
- Endangered & Threatened Species
- Mitigation
- Soil & Site Evaluation
- Aquatic & Marine Assessments
- Erosion & Sediment Control

#### **Site Assessment & Remediation**

- Phase I & II Environmental Site Assessments
- Soil & Groundwater Assessments
- Soil & Groundwater Remediation
- Petroleum/Hazardous Materials Storage Tank Management
- Brownfields Assessments
- Industrial Hygiene
- HUD Environmental Assessments
- USGBC LEED Green Building

Questions? Email us at [info@esinc.cc](mailto:info@esinc.cc)

THE UNIVERSITY OF CHICAGO

Department of Chemistry

1. Introduction

2. Experimental

3. Results and Discussion

**Item Attachment Documents:**

24. George Shaw - Home business and home occupation

## Home business office and home occupation proposed amendments

*Home business office* means an office use that is conducted entirely within the dwelling which is carried on by the occupant thereof and no other individual, and which is clearly incidental and secondary to the use of the dwelling for residential dwelling purposes. **The following conditions must be met:**

- All business related activity must be entirely within the home. Activity outside of the home or in an accessory structure are not permitted.
- The business shall not create noise, dust, vibration, odor, smoke or electrical interference that is detectable outside of the home
- No customers may come to the home
- There shall be no exterior evidence of the business. No outside display including signs shall be allowed.
- Pick up and deliveries for the business will be restricted to vehicles having no more than two axles and shall be restricted to no more than two pick-ups or deliveries per day.

*Home occupation* means an occupation customarily carried on within a home for gain or support ~~involving the sale of only those articles, products or services produced on the premises,~~ conducted entirely within a dwelling unit **or accessory structure** and conducted entirely by persons residing in that dwelling unit **and up to one employee**, ~~using only that equipment as is customarily found in a home and~~ involving no display of articles or products. **The following conditions must be met:**

- Home occupations must go through the Special Review process and be approved by City Council
- Home occupation shall not include the repair and/or maintenance of motor vehicles or large scale manufacturing, or any use which will create noise, noxious odors, or any hazard to the health, safety or welfare of the neighborhood.
- Home occupation shall not involve group instruction or group assembly.
- The area used for the business must be completely enclosed in a manner that the business is not visible from surrounding properties
- There shall be no exterior evidence of the business. No outside storage or display including signs shall be allowed.
- No customers or clients shall be permitted at the site unless sufficient off street parking is provided and the location thereof is approved by the community development director
- Days of operation permitting customers or clients shall be Monday through Saturday, daylight hours only.

**Item Attachment Documents:**

27. Shawn Gillen: Confirmation of Peter Gulbranson, City Engineer

**MAYOR**  
Jason Buelterman

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



**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## CITY OF TYBEE ISLAND

### City Council Agenda Item Request

**Agenda Item Requests and supporting documentation must be submitted to the Clerk of Council by 4:00PM on the Thursday prior to the next scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda.**

Council Meeting Date for Request: 07/11/2019

Item: Confirmation for Engineer and Director of Infrastructure - Peter Gulbranson

Explanation: Informational folders will be handed out to the Mayor and Council the night of the meeting in regard to the candidate.

Budget Line Item Number (if applicable): \_\_\_\_\_

Paper Work:  Attached\*  
 Audio/Video Presentation\*\*

\* **Electronic submissions are requested by not required. Please email to [jleviner@cityoftybee.org](mailto: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.**

**NOTE: Request will be postponed if necessary information is not provided.**

Submitted by: Janice Elliott

Phone / Email: 912-472-5029 / jelliott@cityoftybee.org

Comments: \_\_\_\_\_

Date given to Clerk of Council \_\_\_\_\_

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







*City of Tybee Island*  
*P.O. Box 2749 – 403 Butler Avenue, Tybee Island, GA 31328*  
*(912)786-4573 – FAX (912) 786-5737*  
[www.cityoftybee.org](http://www.cityoftybee.org)

**Peter P. Gulbranson (Pete)**  
**Candidate for Engineer and Director of Infrastructure**

### **Executive Summary**

The new position of Engineer and Director of Infrastructure was approved by Mayor and City Council members on December 14, 2017. This redesign was to focus on the resources of the city and its strategic priorities and other growth areas and improve decision making and accountability.

Recruitment efforts for the position began in February 2019. The ad for the position was placed on professional in state websites – GLGA (Georgia Local Government Access), APWA (American Public Works Association) and our local City of Tybee Island website.

Nine (9) applications were reviewed by the City Manager and Assistant City Manager. Four (4) candidates were chosen to interview by phone. The City Manager organized a panel to conduct the interviews. The panel included the City Manager, Shawn Gillen; Assistant Mayor Pro Tem, Barry Brown; Garden City Manager, Ron Feldner; and Tybee Island Citizen and Planning Commission Member, Ron Boswick. After the phone interviews were completed, the panel chose 2 candidates to visit Tybee Island, to see the facilities and to conduct a second in person interview. After this process, Peter Gulbranson was chosen for the position.

If confirmed, Pete will give a four week notice and will start working for the city on Monday, August 12, 2019.

### **Background vs. position specifications**

A detailed job specification is attached for the position of Engineer and Director of Infrastructure. Based on the interview and reference checks, Pete meets and exceeds each element within the specifications.

### **Educational Background**

Pete holds Bachelor of Science in Civil Engineer from University of Wisconsin-Milwaukee. He has had various engineering seminars and hold approximately 250 continuing Education Units. He holds numerous certifications. (See resume) Those specifically reviewed and verified were: State of Georgia Professional Engineer, State of Wisconsin Professional Engineer, Municipal Waterworks Operator Certification, and Wastewater Operator Certification.

## **Work History**

Pete has approximately 25 years of governmental experience. He has worked in the City of Milwaukee, WI; City of Kaukauna, WS; and City of Oshkosh, WI. He has worked for an engineering firm (GRAEF) in Green Bay, WI. His has experience in management, plan review, inspection, preparing bid documents and contracts, and maintenance in Public Works and Public Utilities.

## **Computer software knowledge**

Proficient in Microstation, AutoCAD, Arc Maps, and Microsoft Office.

## **Relocation**

Pete and his spouse will be moving to Tybee Island. They will move immediately following his four weeks' notice. They will be renting on Tybee Island for several months and are planning on purchasing a house here once they become more settled.

## **References**

Reference checks (attached) were completed.

## **Background check**

An updated background revealed no problems.

## **Concerns**

The panel has no concerns about Pete. They believe he will be a good fit as the Engineer and Director of Infrastructure and with the overall management team of Tybee Island. The City Manager is very excited that Pete has accepted this position pending confirmation.