

**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**  
**March 14, 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

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

1. Minutes, City Council Meeting, February 28, 2019

Consideration of Boards, Commissions and Committee Appointments

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

2. Dr. Kennedy O'Kere, Founder of Horizon International Medical Mission

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

Consideration of Approval of Consent Agenda

Public Hearings

3. AGENDA REQUEST PRIVATE PARKING LOTS

4. PRIVATE PARKING LOTS 2019

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



5. VARIANCE -318 POLK STREET RIGHT OF WAY

6. 2019211 PLANNING COMMISSION MINUTES

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

Consideration of Bids, Contracts, Agreements and Expenditures

7. Out-of-State Travel, Jason Buelterman and Shawn Gillen, June 18 - 19, 2019, Washington, DC
8. Out-of-State Travel, Joel Fobes, Axon Accelerate 2019 Conference, Phoenix, AZ, April 28 - May 2, 2019.
9. Out-of-State Travel, Jan LeViner, Birmingham, IIMC Conference, May 18 - 22, 2019
10. Out-of-State Travel, Todd Smith, March 21 - 24, 2019, Michigan, Inspect the Emergency Mobile Command Vehicle
11. Out-of-State Travel, Jamey Rabun - May 7 - 9, 2019, Orlando, FL. Florida State Association of RV Parks and Campgrounds
12. Out-of-State Travel, Melissa Freeman, April 17 - 19, 2019, Kissimmee, FL, Public Procurement Training
13. Marine Science Center Change Order
14. The purpose of this agenda item is to seek the City Council's approval to amend the General Fund's fiscal year 2018-2019 operating and capital budget by re-allocating \$46,163 from the Public Works Administration's budget to Storm Water Management's budget in order to pay the contract with EOM for a storm water management employee through June 30, 2019.
15. Approve proposal and award project to Korkat for shade system at Jaycee Park. \$75,663.84. Line Item 322.6210.54.1100
16. Approve proposal and award project to Korkat for playground surface at Jaycee Park. \$97,015.00. Line Item 322.6210.54.1100
17. River's End Campground, Quote, Bathhouse, \$212,238.76
18. To request that the City Council approve a change order to the contract with Thompson Engineering for \$4,050 to perform a structural analysis assessment of the wireless cell phone equipment located on the City's water tower at 111 Butler Avenue. Line Item: 505.1512.52.1300
19. Approval of AXON In-Car Camera System, TIPD. Four year lease program. Line Item: 322-3210-54-2100, SPLOST 2014, Only first year payment of \$21,903.49.

## Consideration of Ordinances, Resolutions

[20.](#) Repeal and Readopt, First Reading, 2019-02, Sec 42-66, Fireworks

[21.](#) Repeal and Readopt First Reading, 2019-05, Sec 22-110 and 22-112, Noise

## Council, Officials and City Attorney Considerations and Comments

22. Bubba Hughes - Preliminary consideration of potential conveyance of portion of right-of-way, 1 Moore Avenue

## Minutes of Boards and Committees

[23.](#) Minutes, Ethics Commission, February 18, 21, and 27, 2019

[24.](#) Minutes, Finance Committee, March 6, 2019

## 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:**

1. Minutes, City Council Meeting, February 28, 2019

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

Mayor Buelterman called the consent agenda to order at 6:30PM on February 28, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, Barry Brown, and Jackson Butler. 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.

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

- City Council Meeting Minutes, February 14, 2019
- Special City Council Meeting Minutes, February 20, 2019
- Tybee Wine Festival, April 25, Special Event-Liquor, Beer and Wine
- Tybee Wine Festival, April 26, Special Event-Liquor, Beer and Wine
- Tybee Wine Festival, April 27, Special Event-Liquor, Beer and Wine
- Tybee Island Social Club-Alcohol and Entertainment License-Liquor Beer Wine Sunday Sales Wine-Package. **Contingent upon approval from all department heads**
- Memorandum of Agreement, Information Hut Partnership
- Lease - Tybee Island YMCA
- The purpose of this agenda item is to acquire the City Council's approval to amend the SPLOST 2003 Capital Project Fund's fiscal year 2018-2019 budget by an increase of \$3,933,524, changing the budget from \$421,098.63 to \$4,354,622.63
- The purpose of this agenda item is to present the City Council with cell tower lease proposal from T-Mobile to operate wireless cell phone\internet equipment from the 111 Butler Avenue water tower
- GCIC NCJ User Agreement
- Resolution - SPLOST
- Resolution - Charter Changes
- GCIC Agreement on Background Checks
- Pruet Anti Litem – To reject
- Horsepen Creek Road Settlement
- Builder's Risk Insurance for Marine Science Center. **Discussion. Ms. Doyle** requested with every meeting pertaining to the Marine Science Center, Mr. Hughes is a part of those meetings. Also, when West Construction sends updates to the Ad hoc Committee, Mr. Hughes be included on the distribution list.
- Plat Review, 15 Meddin
- Delegation of Marine Science Center Project change order approval to city manager. **Discussion: Ms. Doyle** recommended regularly scheduled Ad hoc meetings be scheduled so everyone is up to date on the progress of the construction. Dr. Gillen confirmed. Mayor pro tem Brown request of Dr. Gillen that Mayor and Council be made aware of every change order regarding the Marine Science Center. Dr. Gillen confirmed.

**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
- Presentation of Colors and Pledge: American Legion Post
- Invocation: Ken Douberly, St Michael's Parrish

## **Recognition and Proclamations**

**Mayor Buelterman** recognized the following **Employees** for their years of service:

Kim Fickes	5 years	Campground
Kaitlyn Marlow	5 years	Municipal Court
Anthony Atkins	5 years	Police (CNT)
Eddie Dicus	5 years	Police
Antar Khaalis	5 years	Public Works
Bill Curry	10 years	Water Sewer
Ricky Goodman	10 years	Water Sewer
Stephanie Hogan	15 years	Finance
Pete Ryerson	15 years	Parking Services
Danny Carpenter	35 years	Public Works

**Employee of the Year:** Anthony Errato – Police Department

**Employee of the Quarter:** Chris Epley – Fire Department

**Maria Procopio - Marine Science Center** approached Mayor and Council to **recognize** her team. She thanked them all for the outstanding job they do and for their help with the recent ground breaking ceremony. Mayor and Council thanked Ms. Procopio.

## **Reports of Boards/Invited Guests**

**Courtney Reich, Goodwyn, Mills, Cawood** approached Mayor and Council to present the Carry Capacity Study Implementation Coastal Incentive Grant update. Ms. Reich stated she would like to report on the Water and Sewer Rate Study that was done as part of the Coastal Incentive Grant that is currently in place. She continued, the Study was done to get a better understanding of population dynamics on the Island. Permitting and withdrawal levels were discussed and as a result it is recommended an alternative water supply be considered in the future. Ms. Reich also stated, in the future, the waste water plant will have to be updated to accommodate higher flow levels and treat to a higher quality. She stated the first task that the Carrying Capacity Study recommended was to look at the City's water and sewer rates to determine if the current financial model was considering some of the major capital projects that planned for the future. Information was gathered from the billing department and constructed a model of the City's rates. Ms. Reich is recommending, based on the City's capital needs, the City consider creating a dedicated capital reserve fund so funds will be available in the future that would help reduce the amount of borrowing in the future. They also recommended the City have a goal of saving approximately \$6M in the capital fund over the next ten years. In order to do this, the water/sewer rates would have to be increased over the CPI. There was a brief discussion regarding the RO Build-out. Mr. Shaw stated Ms. Reich will attend an upcoming Planning Commission meeting to discuss the zoning and build-out possibilities and look at possible alterations to the current allowable uses or allowable sq. ft. in the R-2. Mayor Buelterman expressed his concerns with the current withdrawal rates and discussed possible alternatives. Mr. Shaw stated the Planning Commission would like direction from Mayor and Council regarding the R-2 zoning issue and possible recommendations on the water rate study. Mr. Branigin expressed his concerns and recommended stockpiling funds for future capital projects. Mayor Buelterman recommended the Infrastructure Committee look at the sewage side of the issue so Mayor and Council can address long-term. Mayor pro tem Brown

confirmed. Mayor Buelterman stated at the upcoming Finance Committee meeting there will be a discussion and recommendations will be forwarded to Mayor and Council.

**Amy Gaster** approached Mayor and Council to speak on the proposed ordinance, **Disorderly Household**. Ms. Gaster expressed her concerns with the proposed ordinance to include penalties of repeat offenders; tracking violations; notification of violations to the landlord or management company; and fine structure. Ms. Gaster thanked the Tybee Island Police Department their work with the STVR's as well as Mayor and Council. She further asked the City treat all rentals, short or long term, in the same manner. Mayor Buelterman thanked Ms. Gaster.

**Keith Gay** approached Mayor and Council to speak on the proposed ordinance, **Disorderly Household**. Mr. Gay stated he agreed with the issues Ms. Gaster discussed and it is critical to have a management tool for the City to deal with these issues. Mr. Gay asked Mayor and Council to consider having a level playing field for short and long term rentals. Mayor Buelterman thanked Mr. Gay for his concerns and comments.

**Harry Morgan** approached Mayor and Council to speak on the proposed ordinance, **Disorderly Household**. Mr. Morgan he is not in agreement with the proposed ordinance in regards to fines. Mayor Buelterman thanked Mr. Morgan for his comments and concerns.

**Anna Butler** approached Mayor and Council to speak on **proposed water study**. Ms. Butler stated she read the Carrying Capacity Study as well as the Water Rate Study and was concerned there was not a graph showing the peaks and valleys were monthly usage. She would also like to see the ratio of water usage for winter versus summer. Ms. Session asked Dr. Gillen if there is a report showing the comparison. Dr. Gillen stated there is a comparison in the current software and may not be in the format that is needed but sure a report can be done. Mayor Buelterman recommended Ms. Reich come back to speak with Mayor and Council with the comparison of usage on March 28, 2019. Mayor Buelterman thanked Ms. Butler for her comments and concerns.

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

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

**Unopened Right-of-Way Motar Subdivision, Mark Boswell. George Shaw** approached Mayor and Council. Mr. Shaw stated Motar Avenue is an unopened right-of-way between Solomon and Alger and abuts the marsh. There are a number of lots in that area and they need proper access to the property. Generally when the subdivision is approved they must bring the road up to standards. He would recommend the City require the same for treatment for Alger or at the very least have some sort of hammer head turnaround on Alger. This is currently accessible but not opened as Alger is grass. Staff recommends Motar to be open with the stipulation it is brought up to City standards and with a hammer head on Alger or have Alger opened. Mayor Buelterman asked Mr. Shaw at whose expense would it be to have the road brought up to city standards. Mr. Shaw responded the developer and maintained by the City. Mayor Buelterman asked Mr. Shaw what items are being approved this evening. Mr. Shaw responded the petitioner is asking for approval of Motar and he would recommend at the very least a proper turn around on Alger be included. In this way service vehicles can make a proper turn around. Mr. Hughes stated he does not believe there is an issue with including the requirement for improvements on Alger. **Wanda Doyle** made a motion to approve the

unopened right-of-way for Motar subdivision and the turn around on Alger. **Barry Brown** seconded. Vote was unanimous 6-0 to approve.

**Unopened Right-of-Way, Solomon Avenue and Polk Streets, Boswell/Rosseh.** **George Shaw** approached Mayor and Council. Mr. Shaw stated there has been a platted subdivision there for a number of years and are a number of unopened right-of-way, Estill, Telephone and Storer. The owners of those properties would like Estill, Telephone and Storer opened to provide access to the properties. He would recommend the same conditions as with the previous request. There was a discussion regarding the size of the lots where Mr. Shaw confirmed they are legal platted lots. Ms. Sessions asked if this property is being designated as the storage area for sand. Dr. Gillen confirmed. Mr. Hughes stated this property was never designated as a dump. Mayor Buelterman then asked Mr. Hughes if the City is obligated to open the right-of-way. Mr. Hughes responded the City either has to allow the right-of-way to be opened or offer to let the petitioner to purchase. Mr. Parks confirmed approval does not require the petitioner to build roads only permission. **John Branigin** made a motion to approve. **Wanda Doyle** seconded. Voting in favor were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle and Barry Brown. Voting against was Shirley Sessions. Vote to approve, 5-1.

**Abandoned and unused Right-of-Way, Solomon Avenue, Yellin.** **George Shaw** approached Mayor and Council. Mr. Shaw stated this request came up as a subdivision of a parcel at the corner of Moore Avenue and Solomon. The owners brought in a plat and it met all of the requirements for a subdivision and then was added to the agenda for Planning Commission. Mr. Hughes had not had an opportunity to review the request prior to it being heard by the Planning Commission and he discovered there might be an issue with the portion of the former railroad right-of-way actually being owned by the petitioner who wanted to do the subdivision. The applicant is present and would request the City give the property to them. He further stated if this were to be approved, Solomon would have to be re-routed somewhat significantly. Staff is not in favor of the request although some portion might work. The City could alter the right-of-way to give the petitioner sufficient land to make a subdivision. Mr. Shaw stated this has been in front of Mayor and Council previously as Mr. Hughes discovered a question with the title. Mr. Hughes stated due to the chain of title of the parcel that includes the railroad right-of-way it has unique characteristics which makes it an unusual situation. The petitioner has filed a petition to request they be sold a certain portion of the right-of-way that would enable them to attach to their adjoining lot and subdivide into two lots. He continued, as originally proposed, it was a significant portion of Solomon Avenue. Josh Yellin approached Mayor and Council. Mr. Yellin stated the petitioners have been paying taxes on the entire parcel of property since they purchased the property. He is in possession of a chain of title on the property beginning in 1971. The previous owners indicated there was a fence on the property dating back to 1949. Mr. Yellin stated from 1949 until current, there is a continually proof of ownership at the property. Mr. Yellin did a short presentation of the property history which depicted a small portion of property the petitioner is asking the City of Tybee to convey to them. In this way, the right-of-way of Solomon is not impacted. Mr. Yellin stated they are seeking the Quit Claim as a mechanism by which they can have clear title the property. Mr. Parks asked if a title search was done when the Brown's purchased the property. Mr. Yellin confirmed. Mayor Buelterman asked Mr. Shaw to expand on the possible solution for this matter. Mr. Shaw responded, the ideal situation for the City if we were to convey a portion of the property would be all the current driving surface and some sort of shoulder for maintenance purposes. The City would need to retain approximately 2700 sq ft for maintenance area. Mr. Hughes there would need to be a survey and deed to convey and compensation to the City for the portion of property the City is selling to the petitioner. Mayor Buelterman recommended



Mr. Shaw, Mr. Hughes and Mr. Yellin meet and come back to the City with a reasonable proposal to resolve the issue. Mayor pro tem Brown stated he would like to see a geographic topographical survey done. This expense would be borne by the petitioner. Mr. Yellin confirmed. He also stated there is a contract to purchase the property and would request there be a solution done as quickly as possible. **To come back before Mayor and Council.**

**Georgia Power Company Distributed Generation Agreement. Mayor Buelterman** stated he will follow-up with Georgia Power and will **come back before Mayor and Council at the March 28, 2019 meeting.**

### **Consideration of Ordinances, Resolutions**

**First Reading, 2019-03, Graffiti. Mr. Hughes** stated this is an ordinance that has been with the Public Safety Committee for recommendations and is now before Mayor and Council for first reading. He stated Georgia does have a state law regarding graffiti and a definition of what is graffiti incorporates the Georgia State Law. Mr. Hughes stated the City has a right to require the removal of graffiti and the owner is directed to remove graffiti within 72 hours of notification. Ms. Doyle confirmed the enforcement would change from Code Enforcement to the Municipal Courts. Ms. Doyle made reference to a building on the Island that does have graffiti and the owner will not take action to remove. With this ordinance, the Tybee Island Police Department does have the authority to require the person to remove or give the City permission to remove it at the owner's expense. Mr. Hughes confirmed. Mr. Branigin stated he is in favor of the proposed ordinance but needs a definition to specify what constitutes graffiti and the removal of graffiti. Ms. Session recommended Mayor and Council move forward and send comments to Mr. Hughes for incorporation in the proposed ordinance. Mayor Buelterman confirmed. **To come back before Mayor and Council.**

**First Reading, 2019-04, Sec 22-36, Disorderly Household. Ms. Doyle** stated the Public Safety Committee has discussed the proposed ordinance numerous times. It was understanding that changes would be made, red-line, which is not in the packet. Ms. Doyle recommended she and the City Manager meet with Ms. Gastor to discuss their (STVR) concerns to ensure their concerns are addressed. She also recommended this come back before Mayor and Council after concerns have been addressed and heard by the Public Safety Committee. Ms. Doyle recommended no action until a meeting is held to get a better understanding of their concerns. Mr. Branigin expressed his concerns as to who is liable, the owner or the tenant. He stated if the portion of the proposed ordinance that pertains to short term vacation rentals and re-read the ordinance, you will not find anywhere else in the proposed ordinance that singles out short term vacation rentals. Mayor Buelterman confirmed Mayor and Council to send comments and recommendations to Mr. Hughes for inclusion in the proposed ordinance. Dr. Gillen stated he will work with Ms. Doyle and Ms. Gastor to set a meeting and take recommendations to the next Public Safety Committee meeting to be included in a future City Council meeting agenda.

**First Reading, 2019-06, Sec 6-5 and 6-6, Fingerprints. Mr. Hughes** stated it currently exists requiring an applicant for an alcohol license to provide fingerprints through the police department. Subsection (a) would change it to make it as provided by law procedures directed by the City Manager. Fingerprints are now available through other locations and they are trying to separate law enforcement purposes and fingerprinting for civil applications such as alcohol licenses or employment. Hence change in subsection (a). This ordinance goes on to the next ordinance, 2019-07, as to fingerprinting applicants and what happens if it shows something. Mayor Buelterman confirmed with Mr. Hughes if there was negative items on the report, the applicant would not receive their alcohol license. Mr. Hughes confirmed. If there is not an

objective statement in the ordinance it is not valid. In this way, staff would deny a license if someone has been convicted in the past ten years of an offense involving a felony. Mayor Buelterman asked Mr. Hughes if he is recommending Mayor and Council adopt on first reading Ordinances 2019-06 and 2019-07. Mr. Hughes confirmed. **Wanda Doyle** made a motion to approve both proposed ordinances, 2019-06 and 07. **Monty Parks** seconded. Vote was unanimous to approve.

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

**Bubba Hughes** stated this is the **Introduction 2019-02, Sec 42-66, Fireworks and 2019-05, Sec 22-110 and 22-112, Noise**. Mr. Hughes stated this ordinance was revised a year ago and the fireworks ordinance is tied to the noise ordinance. The noise ordinance is also on the agenda as being introduced as State Law requires if the City is to adopt or have a Noise Ordinance applicable to consumer fireworks which are now illegal for sale, the City must publish a Notice 15 days prior to the adoption date of the Noise Ordinance. The re-adopting of the Noise Ordinance and the publication of the Notice which was done this date. The Noise Ordinance will be heard by Mayor and Council on March 14, 2019 with the adoption thereof. The only changes in the Noise Ordinance is the repeal and re-adopted, same Noise Ordinance as previously adopted. As this is being introduce, a motion is not needed.

**Jason Buelterman** requested a motion to **open access to northern most crossover at North Beach**. Mayor Buelterman showed a picture of the construction trailer on the North Beach Parking Lot. He would like the area opened so beach goers can have access to the beach. Ms. Doyle expressed her concerns with public safety due to the proximity of the construction trailer. After a brief discussion, **Barry Brown** made a motion to provide access between the chain and wooden fence adjacent to the construction trailer on the North Beach Parking Lot. **Shirley Sessions** seconded. Voting in favor were Julie Livingston, John Branigin, Barry Brown and Shirley Sessions. Voting against were Monty Parks and Wanda Doyle. **Discussion:** Mayor Buelterman stated if there is a cost to moving the fencing he would provide funding through his travel budget. Vote was 4-2 to approve.

#### **Mayor Buelterman recused himself from the discussion.**

**Mayor pro tem Brown** express his concerns with moving forward with the **Beach Ambassadors Program**. Mr. Parks gave a brief history of the Beach Ambassador Program and indicated he is supporting the program for one more year. He stated that personally he would like to continue to July 1, 2019 as the program is funded in the current budget cycle. Mayor pro tem Brown stated he is not supporting as Staff is not providing services to the residents. He recommended the cost of the Program could go to the Police Department to purchase a new vehicle. Ms. Session stated as the Beach Ambassador Program is funded by the City would there be a presentation as to their success in the past. Dr. Gillen responded it is next on the agenda. Ms. Session asked if there is a job description for the Program. Dr. Gillen responded in the affirmative. He stated they are to greet beach goers; explain the rules if asked; give directions to different areas on the Island; and in general be a good will ambassador for the City. Hours are 10:00AM – 2:00PM, Wednesday – Sunday. Mr. Parks stated the focus of the Beach Ambassadors Program was to help keep the beach clear in which they handed out buckets and grabbers.

#### **Mayor Buelterman returned to the meeting.**

**Monty Parks** stated about a year ago he took on the project of recycling and would like to present a **Recycling Update**. Mr. Parks stated the system in broken and especially broken on

Tybee Island. He would like to (1) begin recovering materials from the beach for recycling and (2) the current recycling program on Tybee does not work as the recycling bins are emptied in with the land fill materials. Tipping costs are being incurred for recyclables where the City could be recouping dollars. Mr. Parks pointed out different areas where recycling could take place on the Island such as cardboard and plastics. He recommended getting the recycling bins out of the front yard of the residents and stop charging them for recycling. He made reference to different cities where recycling programs work. Mr. Parks then recommended the City dedicate a small recycling center where the City can control the process of recycling. He also would ask Mr. Hughes to speak with the owner of a specific piece of property so the City can move forward. He would also like to task the Beach Ambassadors to supervise recycling areas on the beach. Mr. Parks would also recommend the City purchase a baler for recycling purposes and explained how it could be used. Mayor Buelterman made reference to the recycling program at Sun City. He then asked Council if they objection to Mr. Hughes moving forward with speaking to the owner of the property. There was no objection. Mayor Buelterman thanked Mr. Parks for his presentation and hard work.

**Alan Robertson** approached Mayor and Council to give an **Update on USACE Beach Re-nourishment**. Mr. Robertson stated the Dune Project is going very well and they are ahead of schedule, 75% completed; 17<sup>th</sup> Street crossover is done; and Tybrisa crossover started today. The next step is to landscape the dune to get a cover on them for the season. He made reference to conversations with the Corps regarding beach re-nourishment as they are finalizing their beach re-nourishment plans. They are proposed to place 650,000 cu yds of sand on the beach which would be south of the south groin and north to East Gate which would be a full 40' berm Corps beach re-nourishment. As the City is working with the Corps, the SPA Permit request has been pulled and refashioning to be more comprehensive and coming behind the Corps dune. Mr. Robertson then explained the use of traffic barriers during the storm season to assist with a storm surge. Mr. Branigin suggested the public be made aware of the scarfing on the beach and the condition of the beach due to recent tides. The City needs to set expectations Mayor Buelterman recommend mobi-mats be placed at 17<sup>th</sup> and in the middle of the Island such as 7<sup>th</sup> and 8<sup>th</sup>. Mayor Buelterman thanked Mr. Robertson for all his hard work regarding the Dune Restoration Project.

#### **Mayor Buelterman recused himself for the Beach Ambassador Update.**

**Shawn Gillen** approached Mayor and Council to give an **Update on 2018 Beach Ambassador Season and Changes and Improvements to the program for 2019** (attached). Dr. Gillen gave a brief history of the Beach Ambassador Program and going into year three, determining what worked and how to move forward. He stated this year they want to refine, refocus, and narrow the goals of the Program. It is the goal to welcome and promote recycling and in this way the success can be measured. Dr. Gillen stated they are starting the (1) hiring process earlier this year, February which has already started (2) focus on education and keeping the beach clean, (3) general first aid training (4) push information on the parking app (5) offer partnership with local restaurants and (6) coupons to local business if participating in recycling. Mr. Parks thanked Dr. Gillen for his presentation.

#### **Mayor Buelterman returned to the meeting.**

**Dr. Gillen** gave a short **Update on JC Park** stating the project is ahead of schedule. He said the basketball court and pickle ball courts have been painted. Bids are out for the playground surface and shading and he will have on the upcoming agenda.

**Dr. Gillen** gave a brief update on the **Virtual Parking Permit Program**. He stated he would like Mayor and Councils approval to move forward with the program. The virtual permit could be purchased where multiple vehicles could be inputted, one car at a time, for parking. The app would cost \$200 with a \$12 application fee. This would work well for local businesses where employees could share. Mr. Parks asked Dr. Gillen if he has tried the virtual app. He stated no. Mr. Parks asked that he try it or at least offer to a local business for workability. Dr. Gillen confirmed. There was a brief discussion regarding the number of parking spaces on the Island as well as parking in the r-o-w. Mayor Buelterman thanked Dr. Gillen.

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

Meeting adjourned at 10:50PM.

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Janet R. LeViner, CMC  
Clerk



# Tybee Beach Ambassador Program

# Overview

- ▶ Overall Response was positive
- ▶ Collecting measurable data is challenging
- ▶ Small employee pool made staffing difficult
- ▶ Refine, Refocus and Narrow the goals of the program
- ▶ Create objective and measurable criteria for success of the program

# Cost

- ▶ **Five total ambassadors**
- ▶ **10am to 2pm Wednesday through Sunday**
- ▶ **Total salary cost for 2018 \$25,173**
- ▶ **Total materials for 2018 \$10,861**
  - ▶ **Tents**
  - ▶ **Shirts**
  - ▶ **Buckets and Grabbers**

# What Worked

- ▶ Bucket and grabber check out worked well. T-Shirt giveaways for picking up litter was well received.





# Giving Directions

- ▶ One the top questions guests asked were for direction to the Tybee Light House, restaurants, and even the pier
- ▶ Having maps of Tybee on hand was very popular with the guests.

# What Worked

- ▶ Promoting the Tybee Parking App

Super Fast & Easy Registration



# Education about Beach Rules

- ▶ Combined with new signage beach beachgoers were at a minimum made aware of the rules.
- ▶ Partnering with WHSRN to educate folks about the No Pets on the Beach Rule and the importance of staying out of the dunes

# Challenges

- ▶ Pool of candidates for the job was small.
- ▶ Heat and humidity takes a toll on employees
- ▶ Gathering information from guests was not well received.
  - ▶ We sampled several days during the season to ask guests where they were from. Response was negative to giving this information.
- ▶ Storage space
- ▶ Set up and take down time
- ▶ Coordination with ocean rescue

# Top Five Complaints from Guests

- ▶ **More restrooms/better signs for locations/cleaner**
- ▶ **Showers/changing rooms**
- ▶ **Radios and music volume**
- ▶ **Nonsmoking Beach**
- ▶ **Lifeguard professionalism**

# Changes for 2019

- ▶ **Begin hiring process earlier (February)**
- ▶ **Refocus program on keeping the beach clean.**
- ▶ **Concentrate effort at the Tybrisa crossover.**
- ▶ **Set up tents on both the beach side and street side.**
  - ▶ **Beach side tent will be near beach recycling containers.**
  - ▶ **Ambassadors will help guests place their waste in the proper containers**
  - ▶ **Street side ambassadors will focus on education of keeping the beach clean.**
    - ▶ **They will still answer general questions**

- ▶ **First Aid Training for all ambassadors.**
- ▶ **Basic first aid kits at tents**
- ▶ **Jelly Fish Sting spray at each tent.**



# Improvements

- ▶ **Coordination with Ocean Rescue especially in the rental and retrieval of mobi-chairs**
- ▶ **Increase efforts on beach litter collection and the t-shirt give away**
- ▶ **Gather information from guests via the bucket and grabber check - out**
- ▶ **Push out information on parking app. Coupon giveaway.**
- ▶ **Increase partnership with local businesses with possible coupon giveaways for recycling materials correctly.**



# Focus on Recycling on Beach

- ▶ Recycling focus opens up avenues for grants for ambassador program
- ▶ Currently no recycling occurs on the beach. All materials in blue bins are contaminated and are taken to the land fill.

There is value in the plastic and metal that is not being recycled



Beach Ambassadors will be part of a pilot test of separating the plastic and cans.



**Item Attachment Documents:**

3. AGENDA REQUEST PRIVATE PARKING LOTS

**MAYOR**  
Jason Buelterman

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



**CITY MANAGER**  
Shawn Gillen

**CITY CLERK**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

### **City Council Agenda Item Request**

Agenda Item Request 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: March 14, 2019

Item: Parking lots

Explanation:

SUNRISE PARKING	1511 BUTLER AVENUE
HOTEL TYBEE PARKING	1401 STRAND AVENUE
RENEE G. BRIDGES	1001 BUTLER ANENUE
BRAMBLE FAMILY	215 LOVELL AVENUE
JOYCE PRESCOTT	214 SECOND AVENUE
JACK ROSENBERG	203 FOURTEENTH STREET

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

\*If applicable, a copy of the presentation/report must be submitted with this agenda request.

\*If applicable, audio/video presentations must be submitted to the IT department at City Hall at least 48 hours prior to the meeting.

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

Submitted by: Lisa L. Schaaf  
Phone/email: 912-472-5033 / [lschaaf@cityoftybee.org](mailto:lschaaf@cityoftybee.org)

Date given to Clerk of Council: 3/7/2019

**Item Attachment Documents:**

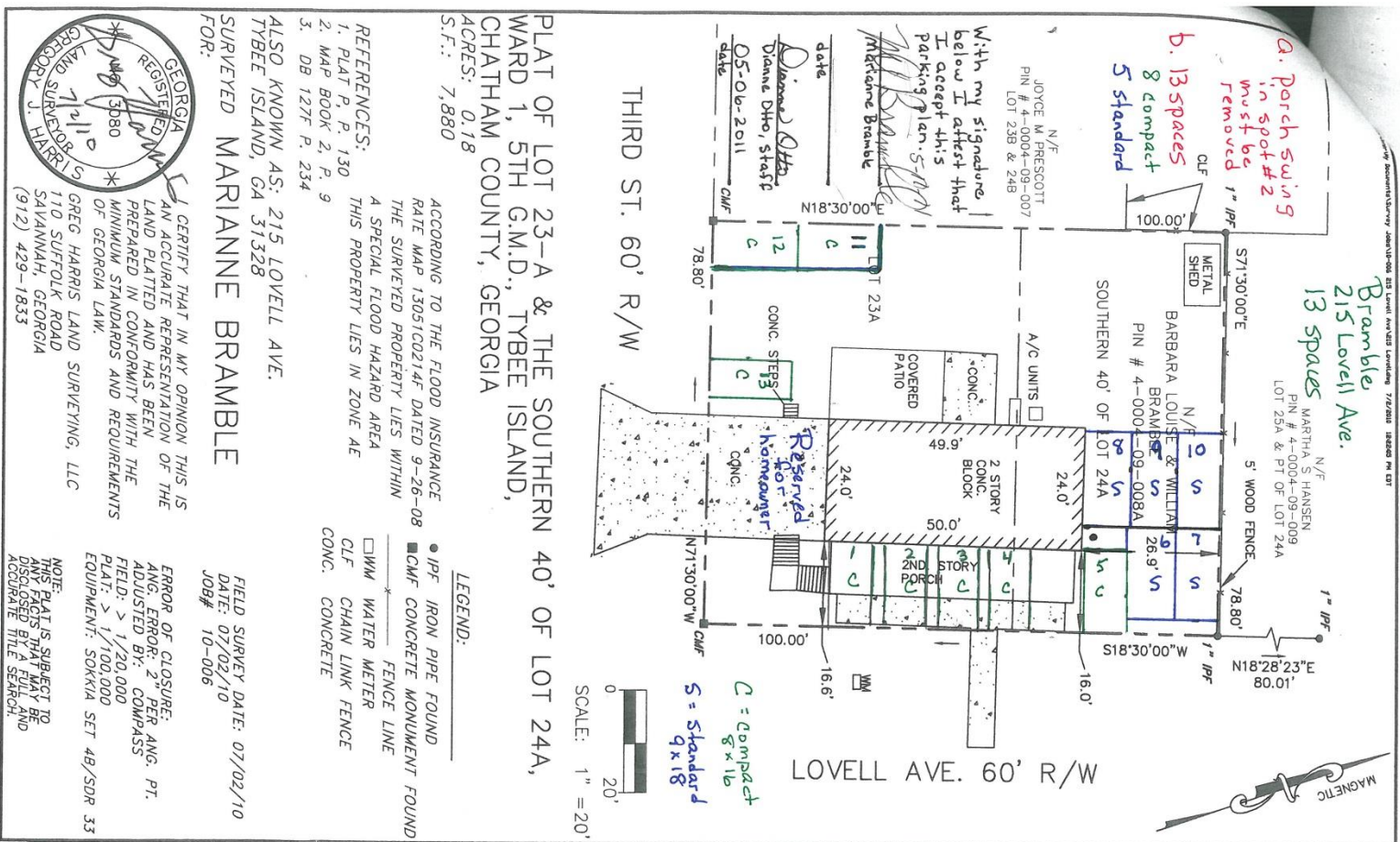
4. PRIVATE PARKING LOTS 2019

# Private Parking Lots

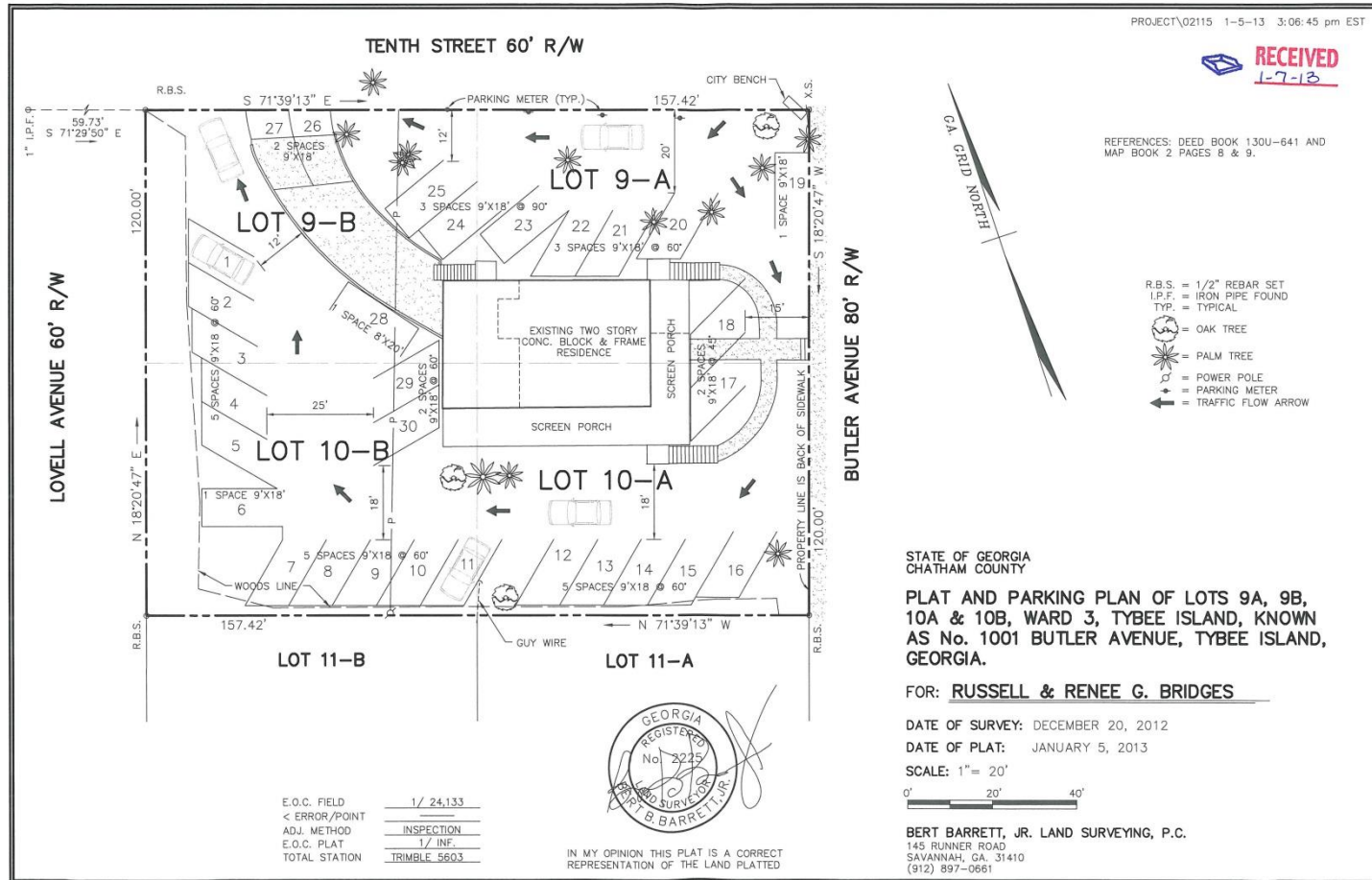
<b>PRIVATE PARKING LOTS</b>								
<b>NAME</b>	<b>ADDRESS</b>	<b>LICENSE</b>	<b>YEARS</b>	<b>SURVEY/SITE PLAN</b>	<b>CITATIONS</b>	<b>INS</b>	<b># SPACES</b>	<b>ZONE</b>
BRAMBLE FAMILY PARKING	215 LOVELL AV	1785	2009-2019	YES	0	YES	13	R-2
RENEE G. BRIDGES PARKING	1001 BUTLER AV	1331	2006-2019	YES	0	YES	30	R-2
JOYCE PRESCOTT PARKING	214 2ND AV	2192	2011-2019	YES	0	YES	12	R-2
JACK ROSENBERG PARKING	203 14TH ST	2024	2010-2019	YES	0	YES	12	R-2
OCEAN PLAZA BEACH RESORT (PARKING)	1401 STRAND	1360	2006-2019	YES	0	YES	128	C-1
SUNRISE PARKING	1511 BUTLER AV	1287	2006-2019	YES	0	YES	39	C-1



# Bramble Family Parking



# Renee G. Bridges Survey and Site Plan



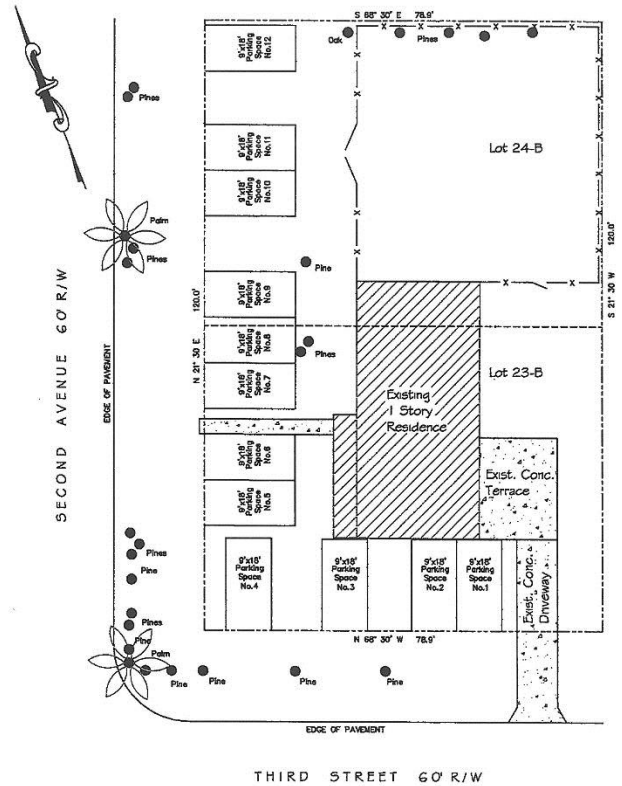
# Joyce Prescott Parking

## LEGAL DESCRIPTION

PLOT PLAN OF LOTS 23-B AND 24-B WARD 1, TYBEE ISLAND, GEORGIA,  
KNOWN AS 214 SECOND AVENUE

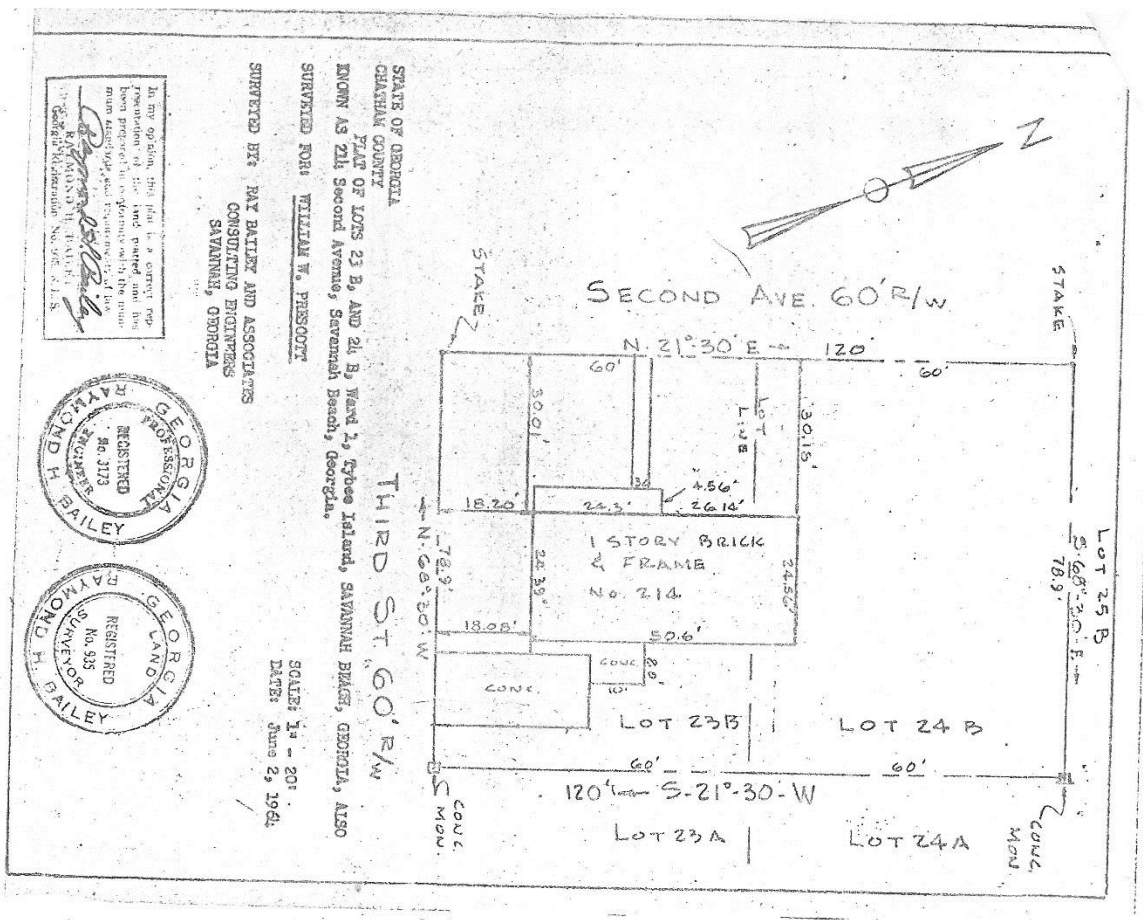
PREPARED FOR: JOYCE PRESCOTT

OFF-STREET PARKING PROPOSED = 12 SPACES



PLOT PLAN  
SCALE: 1"=10'-0"

# Joyce Prescott parking



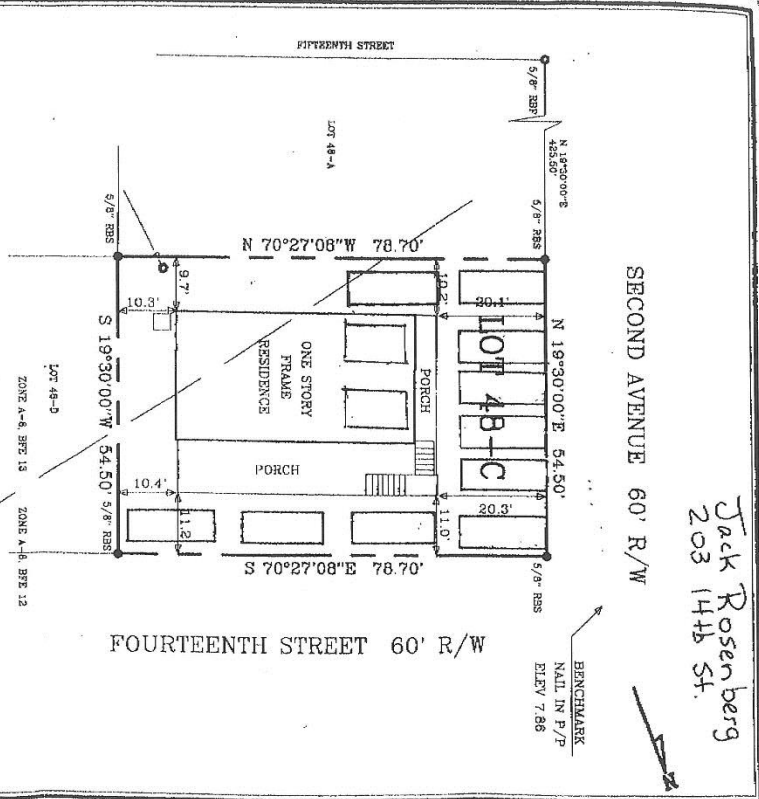
# Jack Rosenberg Parking

12/17/2012 15.38 7108457895

Cannon

#1054 P. 001/001

Jack Rosenberg  
203 14th St.



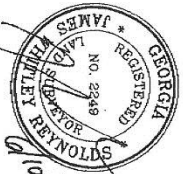
PLAT OF LOT 48-C, WARD NO. 4, TYBEE ISLAND, CHATHAM COUNTY, GEORGIA

FOR: MARILYN ROSENBERG

ACCORDING TO THE F.I.R.M. DATED  
6/17/96 THIS LOT IS WITHIN THE 100  
YEAR FLOOD ZONE.

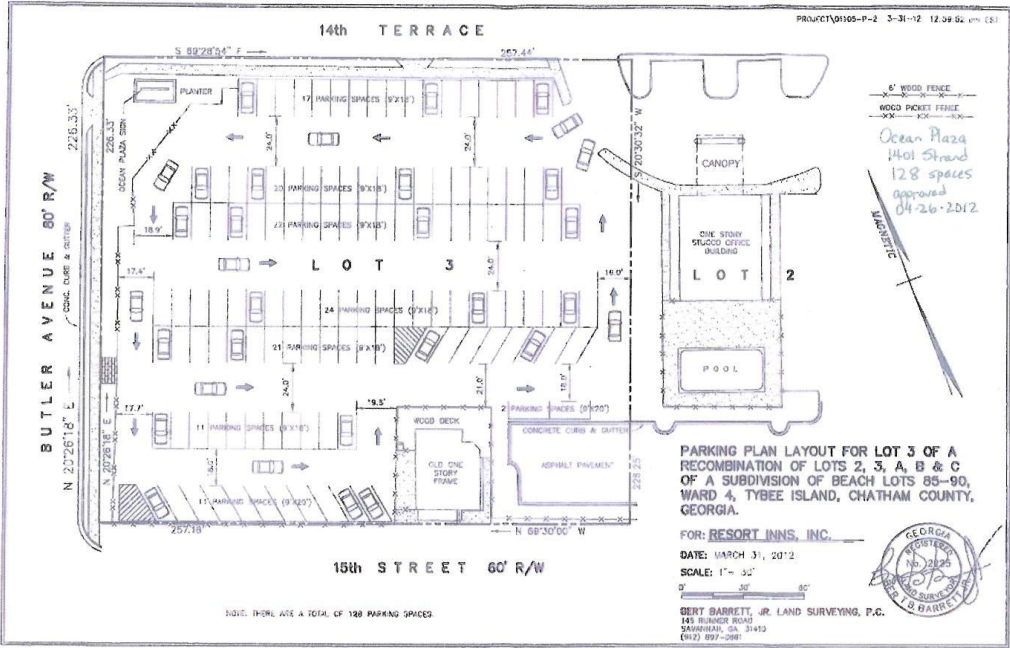
REVISED JUNE 10, 2002 TO SHOW HOUSE.

**J. WHITLEY REYNOLDS**  
LAND SURVEYOR  
636 STEPHENSON AVENUE  
SAVANNAH, GEORGIA 31405  
TELEPHONE: 912-352-0464  
FAX: 912-352-7787

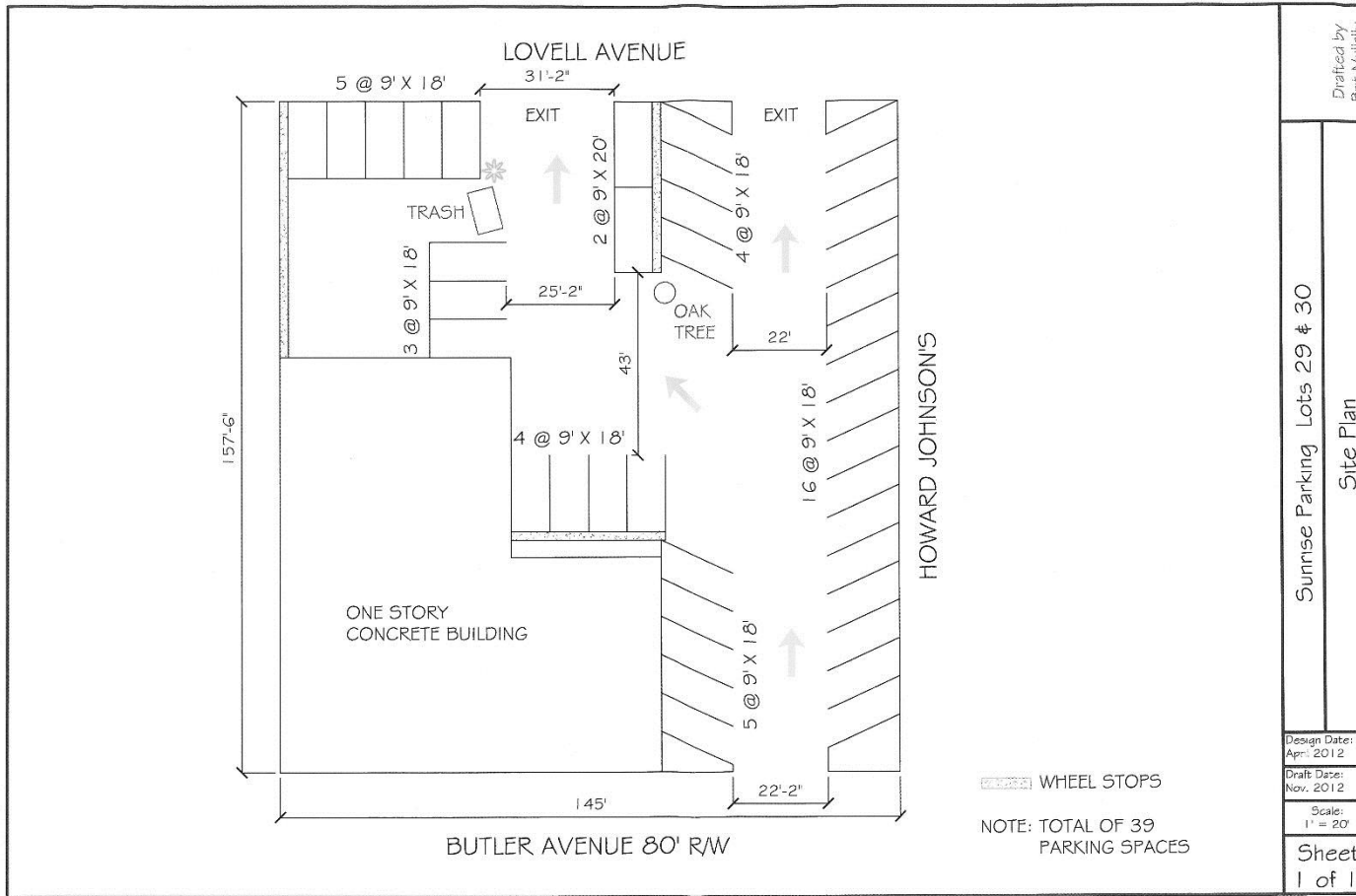


EQUIPMENT:  
TOPCON AP-11A  
ERROR OF CLOSURE:  
LINBAR: 1/-  
ANG: -"/ANGLE  
PLAT: 1/INFINITY  
SCALE: 1" = 20'  
DATE: FEBRUARY 8, 1999  
FILE NO. 99-27

# Hotel Tybee Parking



# Sunrise Parking

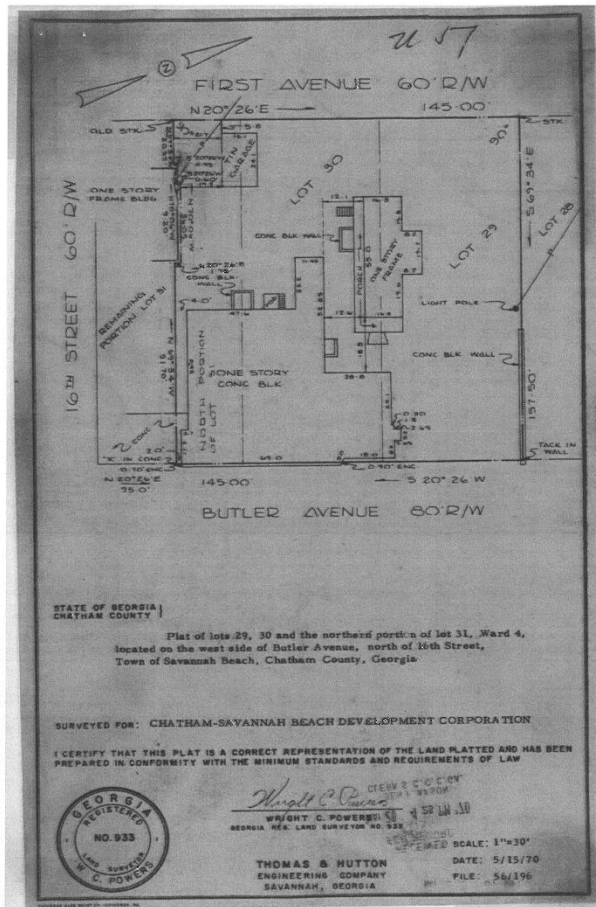


Drafted by  
Britt Mullally

Sunrise Parking Lots 29 & 30  
Site Plan

Design Date:  
Apr. 2012  
 Draft Date:  
Nov. 2012  
 Scale:  
1" = 20'  
 Sheet  
1 of 1

# Sunrise Parking





**Item Attachment Documents:**

5. VARIANCE -318 POLK STREET RIGHT OF WAY

**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**

### **City Council Agenda Item Request**

**Agenda Item Requests must be submitted to the Clerk of Council by noon on Wednesday a week prior to the scheduled Council meeting. If this form is received after the deadline, the item will be listed on the next scheduled agenda. There is a three minute limit for all visitors.**

Council Meeting Date for Request: 03/14/2019

Item: Variance

Explanation: requesting to impact marshland to maintain right of way–Polk Street right of way & 318 Polk Street–City of Tybee & Michael Leonard –Zone C2-EC-4-0025-01-005Y & 005Z.

Paper Work: YES Attached  
                     Audio/Video Presentation\*

- **If applicable, a copy of the presentation / report must be submitted with this agenda request.**
- **If applicable, audio / video presentations must be submitted to the IT department at City Hall at least 48 hours prior to the meeting.**
- **Request will be postponed if necessary information is not provided.**

Submitted by: Lisa L. Schaaf

Phone / Email: Lschaaf@cityoftybee.org

Date given to Clerk of Council: 03/07/2019

**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)**





# STAFF REPORT

PLANNING COMMISSION MEETING: February 11, 2019

CITY COUNCIL MEETING: March 14, 2019

LOCATION: Polk St. right of way & 318 Polk Street

PIN: 4-0025-01-005Y & 005Z

APPLICANT: City of Tybee Island & Michael Leonard

OWNER: Same

EXISTING USE: Single family dwelling and public street

PROPOSED USE: Same

ZONING: C-2 and E-C

USE PERMITTED BY RIGHT: Yes and no

COMMUNITY CHARACTER MAP: Commercial Gateway and Marshfront

APPLICATION: Zoning Variance (3-090.1) Streams, lakes, coastal marshlands and freshwater wetlands buffer/setback.

PROPOSAL: The applicant is requesting a variance to maintain a right of way and driveway that encroaches into the marsh buffer. This area is also known as Salt Meadows

ANALYSIS: The applicant is requesting a marsh buffer variance. This has been granted three times before but they all expired.

(G) Variance procedure. Variances from the above buffer requirements may be granted in accordance with the following provisions:

(1) Where a parcel was platted prior to the effective date of the ordinance from which this section is derived, and its shape, topography, or other existing physical condition prevents land disturbing activity consistent with this section, and such land disturbing activity cannot be authorized through issuance of a buffer encroachment permit, the city may grant a variance that shall allow a reduction in buffer width only to the extent necessary to provide relief from the conditions which prevented land disturbing activity on the parcel, provided adequate mitigation measures are implemented by the landowner to offset the effects of such variance.

Marshfront Neighborhood: Along the marshfront exist residential uses of various ages, sprinkled with intermittent commercial uses. Zoning classifications are R-1, R-1B, R-2, and E-C. Providing natural habitat, scenic views, and access to the water via docks and creeks, natural resources here require special consideration.

<i>Comprehensive Plan – Community Character Area Marshfront Neighborhood</i>		
<i>Recommended Development Strategies</i>		<i>Meets Strategy Y/N or N/A</i>
1.	Permit only uses compatible with area character	N/A
2.	Permit only uses that will not adversely affect/impact the marsh environment	N
3.	Enforce marsh buffer ordinance within the area	N
4.	Prioritize tree preservation to protect the scenic and habitat value of the area	N/A

--	--	--

**STAFF FINDING**

Staff finds the proposed maintenance of the right of way and driveway at 318 Polk St. meets the requirements for a variance. The parcel and home existed prior to the buffer requirements.

*This Staff Report was prepared by George Shaw.*

**ATTACHMENTS**

- A. Variance application
- B. Survey
- C. Site Plan
- D. SAGIS map



20

# CITY OF TYBEE ISLAND ZONING VARIANCE APPLICATION

Fee  
Commercial \$500  
Residential \$200

Applicant's Name CITY OF TYBEE ISLAND AND MICHAEL & KAREN LEONARD

Address and location of subject property POLK ST. (SALT MEADOWS) ROPW & 318 POLK ST

PIN 4-0625-01-005Y & 005Z Applicant's Telephone Number 786-4573 & 786-7890

Applicant's Mailing Address 403 BUTLER AVE & 318 POLK STREET (P.O. Box 386 - Tybee)

Brief description of the land development activity and use of the land thereafter to take place on the property:

THE APPLICANTS ARE REQUESTING PERMISSION TO IMPACT MARSHLAND TO MAINTAIN POLK ST. RIGHT OF WAY AND DRIVEWAY OF 318 POLK ST

Property Owner's Name SAME Telephone Number \_\_\_\_\_

Property Owner's Address SAME

Is Applicant the Property Owner?  Yes  No

If Applicant is the Property Owner, Proof of Ownership is attached:  Yes

If Applicant is other than the Property Owner, a signed affidavit from the Property Owner granting the Applicant permission to conduct such land development is attached hereto.  Yes

Current Zoning of Property C2-EC Current Use ROAD AND DRIVEWAY

Names and addresses of all adjacent property owners are attached:  Yes

If within two (2) years immediately preceding the filing of the Applicant's application for a zoning action, the Applicant has made campaign contributions aggregating to more than \$250 to the Mayor and any member of Council or any member of the Planning Commission, the Applicant and the Attorney representing the Applicant must disclose the following:

- a. The name of the local government official to whom the campaign contribution or gift was made;
- b. The dollar amount of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action, and the date of each contribution;
- c. An enumeration and description of each gift having a value of \$250 or more made by the Applicant to the local government official during the two (2) years immediately preceding the filing of the application for this zoning action.

Disclosure of Campaign Contributions form attachment hereto:  Yes

[Signature] 7-25-17  
Signature of Applicant Date

NOTE: Other specific data is required for each type of Variance.

Fee Amount \$  Check Number  Date 7-25-17

City Official [Signature]

NOTE: This application must be accompanied by additional documentation, including drawings that include or illustrate the information outlined below.

- | <u>REFERENCE</u>               | <u>DESCRIPTION</u>   |
|--------------------------------|--|
| 5-040 (D) (1)                  | Site plan and/or architectural rendering of the proposed development depicting the location of lot restrictions.   |
| 5-040 (D) (2)                  | Narrative describing the hardship and the reason for the variance request.<br>Explain the hardship: <u>THIS IS AN EXISTING RIGHT OF WAY AND DRIVEWAY THAT REGULARLY FLOOD AT HIGH TIDE</u>   |
| 5-040 (D) (3)<br>5-090 (A) (1) | A survey of the property signed and stamped by a State of Georgia certified land surveyor. That there are unique physical circumstances or conditions beyond that of surrounding properties, including:<br><input type="checkbox"/> irregularity,<br><input type="checkbox"/> narrowness, or,<br><input type="checkbox"/> shallowness of the lot size or shape, or,<br><input checked="" type="checkbox"/> exceptional topographical or other physical conditions peculiar to the particular property.   |
| 5-090 (A) (2)                  | That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of the Land Development Code, without undue hardship to the property.<br><u>NOTE: Provide attachments illustrating conditions on surrounding properties and on the subject property, indicating uniqueness, etc.</u>  |
| 5-090 (B)                      | If this variance application is for a Height Variance, in addition to other requirements, the petitioner shall be required to:<br><input type="checkbox"/> Add two feet to each side yard setback for each one foot above 35 feet in height, and,<br><input type="checkbox"/> Have safeguards consisting of sprinkler systems, smoke detectors and other fire protection equipment deemed necessary at the time by the Mayor and Council, and,<br><input type="checkbox"/> Where a rear yard abuts a side yard of the adjacent lot, the petitioner shall be required to add two feet to the rear setback for each foot above 35 feet height. |

The Applicant certifies that he/she has read the requirements for Variances and has provided the required information to the best of his/her ability in a truthful and honest manner.

  
\_\_\_\_\_  
Signature of Applicant

7-25-17  
\_\_\_\_\_  
Date

5-090(C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS  
DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you within the past two (2) years made campaign contributions or gave gifts having an aggregate value of \$250.00 or more to a member of the City of Tybee Island Planning Commission, or Mayor and Council or any local government official who will be considering the rezoning application?

YES \_\_\_\_\_ NO  \_\_\_\_\_

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS OF \$250.00 OR MORE	GIFTS OF \$250.00 OR MORE	DATE OF CONTRIBUTION

IF YOU WISH TO SPEAK CONCERNING THE ATTACHED REZONING APPLICATION, THIS FORM MUST BE FILED WITH THE ZONING ADMINISTRATOR FIVE (5) DAYS PRIOR TO PLANNING COMMISSION MEETING IF CAMPAIGN CONTRIBUTIONS OR GIFTS IN EXCESS OF \$250.00 HAVE BEEN MADE TO ANY MEMBER OF THE PLANNING COMMISSION OR MAYOR AND COUNCIL.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**Sec. 5-090. Variances.**

- (A) *Standards.* After an application has been submitted to the zoning administrator, reviewed by the planning commission, and a public hearing has been held by the mayor and council, the mayor and council may grant a variance from the strict application of the provisions in this Land Development Code only if the following findings are made:
- (1) That there are unique physical circumstances or conditions beyond that of surrounding properties, including irregularity, narrowness, or shallowness of the lot size or shape, or exceptional topographical or other physical conditions, peculiar to the particular property; and,
  - (2) That because of such physical circumstances or conditions, the property cannot be developed in strict conformity with the provisions of this Land Development Code, without undue hardship to the property.
- (B) *Height variances.* For height variances, in addition to other requirements, the petitioner shall be required to add two feet to each side yard setback for each one foot above 35 feet in height and have safe-guard consisting of sprinkler systems, smoke detectors and any other fire protection equipment deemed necessary at the time by mayor and council. Where a rear yard abuts a side yard of the adjacent lot, the petitioner shall be required to add two feet to the rear setback for each foot above the 35 feet height, and have safe-guards consisting of sprinkler systems, smoke detectors, and any other fire protection deemed necessary at the time by mayor and council.
- (C) *Variance longevity.* After a variance has been granted by the mayor and council it shall be valid for a period of 12 months from date of approval. Such approval is based on information provided in the application. Building permits may only be granted for plans consistent with the approved application. Any deviation from the information submitted will require separate approval by the mayor and council.
- (D) *[Reviewing variance applications.]* The staff, planning commission, and governing body, shall consider the factors stated herein in reviewing variance applications in taking action on a particular variance. In exercising the powers to grant variances, the mayor and council may attach any conditions to its approval which it finds necessary to accomplish the reasonable application of the requirements of these regulations.
- (E) *[Application approval.]* Notwithstanding any other provisions of the Code of Ordinances, the staff of the community development department through its department head may approve applications for variances without the need of public hearings and without the need of review by the planning commission or the mayor and council as follows:
- I. When either of the following circumstances exists:
    - a. The proposed improvement of alteration will not result in an expansion of the existing footprint of the existing structure; or
    - b. No additional encroachment into any setback shall be created by the proposed improvement, construction or addition.
  - II. When each of the following circumstances also exists:
    - a. No encroachment or construction of habitable space or other prohibited improvements will exist beyond the flood elevation; and
    - b. The requested improvements or construction will not violate existing zoning provisions.

This subsection shall have specific application to existing nonconforming structures as referred to in section 3-020.

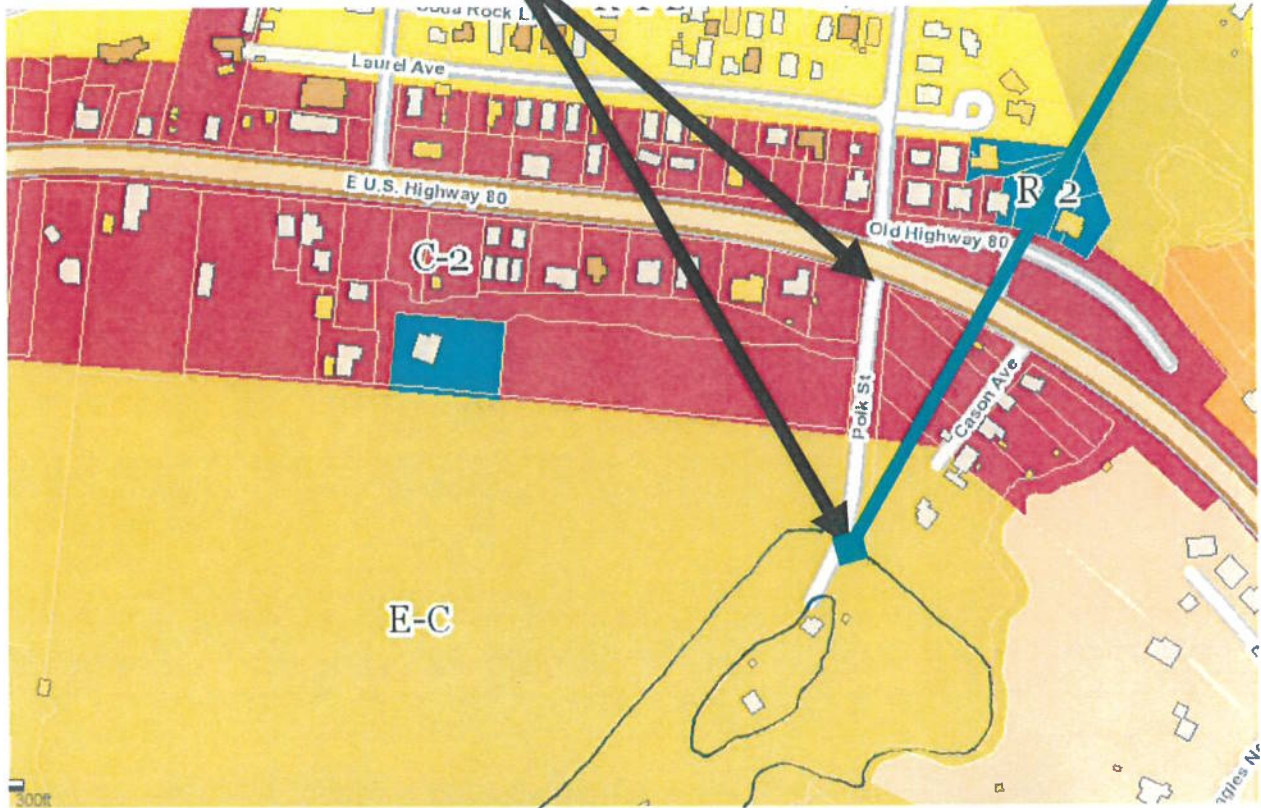
If the staff of the building and zoning department finds that the request needs or should have additional review for any reason, it may request review by the planning commission and if the request is approved or rejected by the planning commission then the planning commission's determination shall control. For purposes of this section, a public hearing before the planning commission shall not be necessary. If the staff of the building and zoning department declines an applicant's request the applicant may apply for the granting of a variance which will follow the procedures applicable to variances in general specifically, those procedures described in sections 3-020 and 3-090 as well as the public hearing requirements referred to in section 5-060. In the event the staff request review by the planning commission and the planning commission rejects the request, the applicant may apply for the granting of a variance and follow the procedure applicable to such request before mayor and council.

- (F) *Compliance with ordinances.* Notwithstanding any other provision of the Code of Ordinances, no application for a variance may be accepted nor may any variance be granted with respect to any property that is then not in compliance with the requirements of ordinances for the condition on which the variance is sought, unless the applicant files with the application a detailed written explanation of how, when, and by whom the need for a variance was created. In such a case, the planning commission shall make a recommendation to the mayor and council as to whether the variance should be approved or rejected or modified and the mayor and council, following a public hearing, may approve, reject or



the variance request. In the event property is constructed in violation of the ordinances, the violation status remains until such time as the condition is rectified and placed in conformity with the ordinances. Violations of the ordinances may be subject to the enforcement provisions of this Code and all penalties permissible by law. A variance that is granted under this Ordinance does not excuse prior violations including those that have resulted or may result in enforcement action by the City of Tybee Island.

# Polk St. right-of-way & 318 Polk St.



The two lots owned by Michael & Karen Leonard are highlighted blue.





photographed October 12, 2014, 2:01 pm

### Fort Pulaski Tide Predictions

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Hgt</b>
10/12	Sun	05:20 AM	0.09 L
10/12	Sun	11:28 AM	8.08 H
10/12	Sun	05:54 PM	0.72 L
10/12	Sun	11:59 PM	7.05 H

# 2017 Chatham County Board of Assessors

4-0025-01-005Y

## Property Record Card

318 POLK ST TYBEE ISLAND

APPRAISER	MWTHOMAS	HAMMOCK END OF POLK STREET PRB D 166	LEONARD MICHAEL E & KAREN R*	CAMA	ASMT		
LAST INSP	04/03/2015		PO BOX 386	317,800	317,800	LAND	1
APPR ZONE	000008		TYBEE ISLAND GA 31328-0386	96,900	96,900	BLDG	2
				700	700	OBXF	1
				415,400	415,400	Cost - MS	

SALES	BOOK / PAGE	INS VI QU RSN PRICE
27 Dec 2000	218C 0028 NA I U UG	
GRANTOR:LEONARD MICHAEL E GRANTEE:LEONARD MICHAEL E & KARE		
06 May 1994	167B 0354 WD I U U5	30,000
GRANTOR:LEONARD EDNA M GRANTEE:LEONARD MICHAEL E		



[Click for larger picture]

CODES		
PROPERTY USE	0006	RESIDENTIAL
UTA	0004	Tybee Island
NBHD	020222.00	T222 TYBEE HORSE PEN
EXEMPTIONS	L1 L9 S1 L8	

COMMENTS:	
20 Aug 2014	TY15 PROP ADD CHG PER TYBEE EMAIL
26 Mar 2001	2001, HCC, INSPECTED FOR S-D. NEW SHED ON PROPERTY. CORRECT LAND VALUE.
09 Mar 2001	2001 NEW PIN; SPLIT OUT OF 4-25-1-1 STEPHENS-DAY 3/9/01
09 Feb 2001	*TY01 SURVS

HISTORY	LAND	IMPR	TOTAL	
2016	317,800	75,800	393,600	Cama
2015	318,000	78,100	396,100	Cama
2014	318,000	78,700	396,700	Cama
2013	318,000	79,500	397,500	Cama
2012	318,000	77,100	395,100	Cama
2011	318,000	92,800	410,800	Cama
2010	390,000	88,500	478,500	MAV
2009	390,000	88,500	478,500	Over
2008	600,000	89,000	689,000	Cama
2007	600,000	89,000	689,000	Cama
2006	493,500	89,000	582,500	Cama
2005	434,000	103,500	537,500	Cama
2004	409,000	126,000	535,000	Cama
2003	368,500	72,000	440,500	Cama
2002	155,000	70,500	225,500	Cama
2001			67,000	A/C



### EXTRA FEATURES

ID#	BLDG #	SYSTEM DESC	DIM 1	DIM 2	UNITS	QL	UNIT PRICE	RCN	AYB	EYB	DT	ECON	FUNC	SP	SP%	RCNLD	MKT VALUE
142926	87455	MISC BULD. AV NEW SHED T1-11 SIDING	12	12	144.00	A	15.05	2,167	2000	2000	2R					650	700

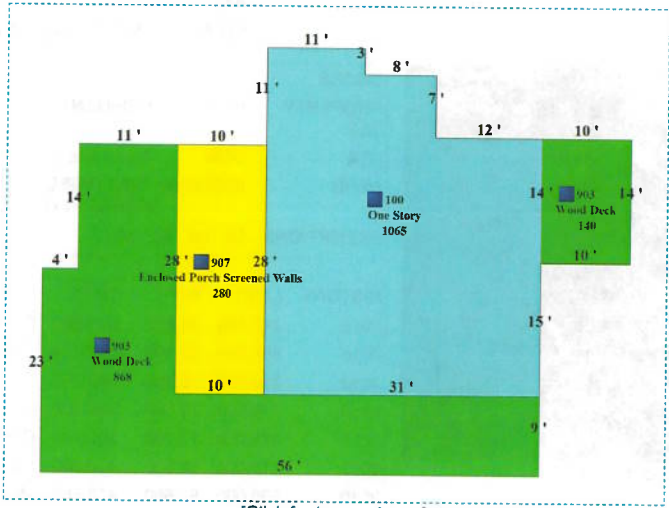
### LAND

ID#	USE DESC	FRONT	DEPTH	UNITS / TYPE	PRICE	ZONING	LCTN	TOPO	OTHER	ADJ1	ADJ2	ADJ3	ADJ4	MKT VALUE
112459	HAMMOCK/ISLAND	0	0	1.40-AC	227000.00	CM								317800

**2017 Chatham County Board of Assessors  
Property Record Card**

**4-0025-01-005Y  
318 POLK ST TYBEE ISLAND**

<b>BUILDING SECTION</b> 87455-1-2017	<b>CONSTRUCTION TYPE</b> Residential	<b>RCN</b> 93,507	<b>AYB</b> 1950	<b>EYB</b> 1980	<b>DEP TYPE</b> MS	<b>PHYS</b> 55.00	<b>ECON</b> 0.00	<b>FUNC</b> 0.00	<b>OBSV / %</b> 0.00	<b>TOTAL DEP %</b> 55.00	<b>RCNLD</b> 42,078	<b>U.FACTOR</b>	<b>MKT VAL</b> 43,800
---	---	----------------------	--------------------	--------------------	-----------------------	----------------------	---------------------	---------------------	-------------------------	-----------------------------	------------------------	-----------------	--------------------------



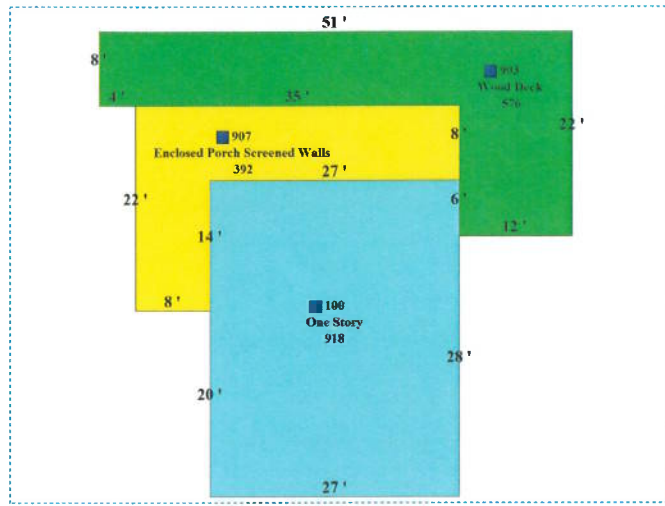
<b>SECTION TYPE</b>	1 - Main
<b>AREA</b>	1065
<b>TYPE</b>	1 - Single-family Residence
<b>FRAME</b>	1 - Stud Frame
<b>STYLE</b>	1 - One Story
<b>QUALITY</b>	2.00
<b>CONDITION</b>	3.00
<b># UNITS</b>	0
<b># OF BEDS / BATHS</b>	/ 1.00

COMPONENTS	Units	%	QUAL
R1 108 Frame, Siding, Wood		100.00	
R2 208 Composition Shingle		100.00	
R3 352 Heat Pump		100.00	
R4 402 Automatic Floor Cover Allowance			
R6 601 Plumbing Fixtures (#)	5.00		
R6 602 Plumbing Rough-ins (#)	1.00		
R6 622 Raised Subfloor (% or SF)		100.00	
R11 903 Wood Deck (SF)	140.00		
R11 903 Wood Deck (SF)	868.00		
R11 907 Enclosed Porch (SF), Screened Walls	280.00		

**2017 Chatham County Board of Assessors**  
**Property Record Card**

**4-0025-01-005Y**  
**318 POLK ST TYBEE ISLAND**

<b>BUILDING SECTION</b> 87456-1-2017	<b>CONSTRUCTION TYPE</b> Residential	<b>RCN</b> 82,336	<b>AYB</b> 1960	<b>EYB</b> 1985	<b>DEP TYPE</b> MS	<b>PHYS</b> 38.00	<b>ECON</b> 0.00	<b>FUNC</b> 0.00	<b>OBSV / %</b> 0.00	<b>TOTAL DEP %</b> 38.00	<b>RCNLD</b> 51,048	<b>U.FACTOR</b>	<b>MKT VAL</b> 53,100
---	---	----------------------	--------------------	--------------------	-----------------------	----------------------	---------------------	---------------------	-------------------------	-----------------------------	------------------------	-----------------	--------------------------



[Click for larger picture]

GUEST HOUSE. SB 4/7/04

<b>SECTION TYPE</b>	1 - Main
<b>AREA</b>	918
<b>TYPE</b>	1 - Single-family Residence
<b>FRAME</b>	3 - Masonry Frame
<b>STYLE</b>	1 - One Story
<b>QUALITY</b>	2.00
<b>CONDITION</b>	3.00
<b># UNITS</b>	0
<b># OF BEDS / BATHS</b>	1 / 1.00

COMPONENTS			Units	%	QUAL
R1	163	Masonry, Concrete Block		100.00	
R2	208	Composition Shingle		100.00	
R3	309	Forced Air Furnace		100.00	
R4	402	Automatic Floor Cover Allowance			
R6	601	Plumbing Fixtures (#)	5.00		
R6	602	Plumbing Rough-ins (#)	1.00		
R6	621	Slab on Grade (% or SF)		100.00	
R11	903	Wood Deck (SF)	576.00		
R11	907	Enclosed Porch (SF), Screened Walls	392.00		

July 21 2017

RE: Salt Meadows, Cason Avenue, Tybee Island, Georgia  
Our File No. 572.14536.568

To Whom It May Concern:

This is to confirm that we, as owners of that certain property at the south end of Salt Meadows in the City of Tybee Island, authorize the City of Tybee Island to apply on our behalf for improvements to and maintenance to the roadway and the maintenance and improvements to include our driveway at the end of the City property.

Sincerely,

 7-22-17

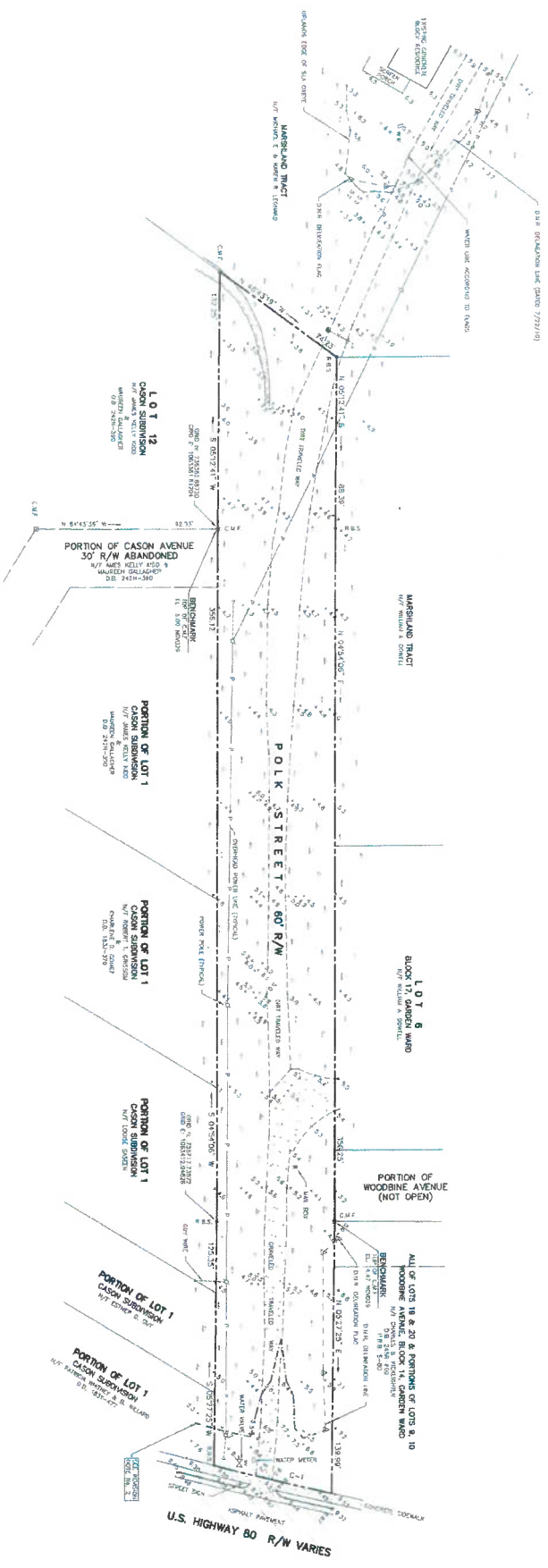
Michael E. Leonard

 7-21-17

Karen R. Leonard



SCALE: 1" = 100' (AS SHOWN)  
 DATE: 11/15/2010  
 DRAWN BY: J. B. BARNETT  
 CHECKED BY: J. B. BARNETT



REVISIONS		
NO.	DATE	DESCRIPTION
1	11/15/10	REVISION TO THE SURVEY TO REFLECT THE FIELD DATA
2	11/15/10	REVISION TO THE SURVEY TO REFLECT THE FIELD DATA

- REFERENCES:**
1. RECORD BOOKS & BOOKS OF RECORDS
  2. PLAT OF A SURVEY OF THE CITY OF GADSDEN
  3. PLAT OF A SURVEY OF THE CITY OF GADSDEN
  4. PLAT OF A SURVEY OF THE CITY OF GADSDEN
  5. PLAT OF A SURVEY OF THE CITY OF GADSDEN
  6. PLAT OF A SURVEY OF THE CITY OF GADSDEN
  7. PLAT OF A SURVEY OF THE CITY OF GADSDEN
  8. PLAT OF A SURVEY OF THE CITY OF GADSDEN
  9. PLAT OF A SURVEY OF THE CITY OF GADSDEN
  10. PLAT OF A SURVEY OF THE CITY OF GADSDEN

THE COMPASS BEARING OF THIS LINE AND THE DISTANCE THEREOF ARE AS SHOWN ON THIS PLAT AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE SURVEY.

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT OF 1907 AND THE SURVEYING REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

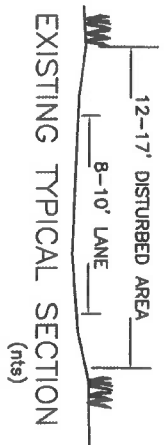
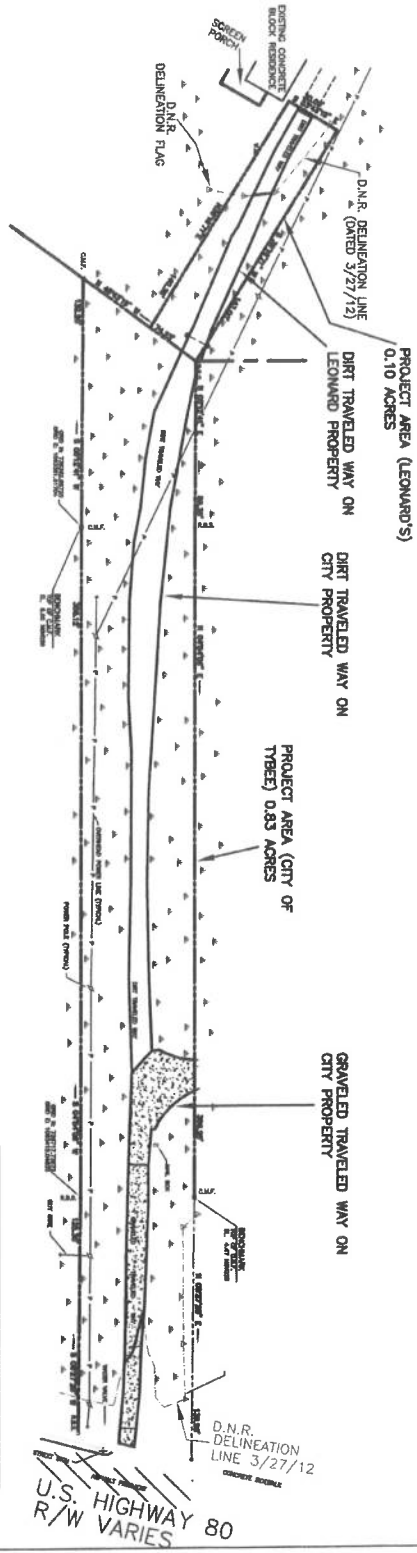
100' R/W  
 50' R/W  
 25' R/W  
 12.5' R/W



STATE OF GEORGIA  
 GADSDEN COUNTY  
**BOUNDARY & TOPOGRAPHICAL SURVEY OF A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GADSDEN WARD, TREE ISLAND, GEORGIA.**  
 FOR: **CITY OF TREE ISLAND**  
 DATE OF SURVEY: MAY 31, 2008  
 DATE OF PLAN: MAY 31, 2008 (REVISED NOVEMBER 23, 2010)  
 SCALE: 1" = 100'  
 SURVEYOR: **J. B. BARNETT, P.E.**  
 140 JAMES ROAD  
 GADSDEN, GEORGIA 30453  
 (706) 857-3851

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Existing Conditions	Leonard	City	Total
Non Jurisdictional Roadway	0.01 ac/197 ft	0.01 ac/150 ft	0.02 ac/347 ft
Jurisdictional Dirt Roadway	0.02 ac/91 ft	0.11 ac/376 ft	0.13 ac/467 ft
Jurisdictional Gravel Roadway	0.0 ac/0 ft	0.05 ac/151 ft	0.05 ac/151 ft
<b>Total Roadway</b>	<b>0.03 ac/111 ft</b>	<b>0.17 ac/580 ft</b>	<b>0.20 ac/721 ft</b>



SHEET NUMBER	DESCRIPTION
P1	EXISTING CONDITIONS
P2	PROPOSED CONDITIONS

KEY MAP  
 POLK STREET SOUTH 2010 MAINTENANCE  
 POLK STREET SOUTH 2010 MAINTENANCE  
 POLK STREET SOUTH 2010 MAINTENANCE  
 NOTES & DETAILS  
 GENERAL NOTES

REVISION: 07/18/12  
 REVISION: 03/27/12

**POLK STREET SOUTH MAINTENANCE**

**EXISTING CONDITIONS**

A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GARDEN WARD, TYBEE ISLAND, GEORGIA.

FOR  
**THE CITY OF TYBEE ISLAND & MR. & MRS. MICHAEL LEONARD**

BY  
**DAVIS ENGINEERING, INC.**

PO BOX 1643  
 TYBEE ISLAND, GA 31326  
 PHONE: 812-682-7282 E-MAIL: DDA@DAVIS-ENR.COM

DRAWN: D.S. & B.B. JOB NO: 200807000  
 DESIGN: D.D. DATE: 07-08-12

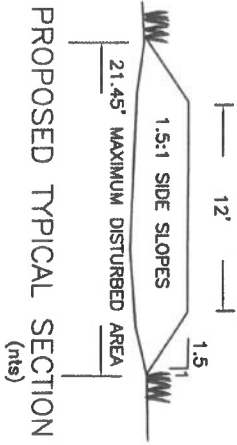
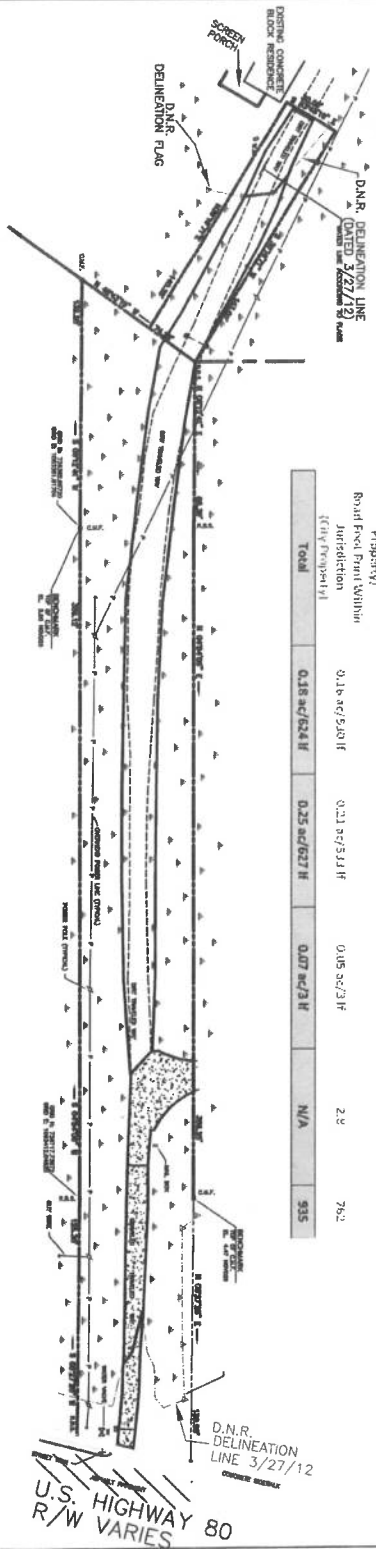
DATE: 07-08-12





Proposed Condition	Leopard	City	Total
Non Interferential Gravel Roadway	0.02 ac/217H	0.01 ac/750H	0.03 ac/977H
Jurisdictional Gravel Roadway (Improved)	0.01 ac/294H	0.16 ac/279H	0.20 ac/473H
Jurisdictional Gravel Roadway (Undrugged)	0.0 ac/0H	0.05 ac/354H	0.05 ac/354H
<b>Total Roadway</b>	<b>0.06 ac/411H</b>	<b>0.22 ac/583H</b>	<b>0.28 ac/724H</b>

	Existing	Proposed	Net Increase/Impact (ac)	Average Height Increase/	CY of Fill
Road Foot Print Within Jurisdiction II (owned Property)	0.02 ac/294H	0.08 ac/294H	0.07 ac/211H	7.5'	13
Road Foot Print Within Jurisdiction I (The Property)	0.16 ac/520H	0.21 ac/524H	0.05 ac/231H	2.9'	76.2
<b>Total</b>	<b>0.18 ac/524H</b>	<b>0.25 ac/527H</b>	<b>0.07 ac/23H</b>	<b>N/A</b>	<b>93.5</b>



REVISED: 07/18/12  
 REVISION: 10/18/11

**POLK STREET SOUTH MAINTENANCE**

**PROPOSED CONDITIONS**

A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GARDEN WARD, TYBEE ISLAND, GEORGIA.

**THE CITY OF TYBEE ISLAND & MR. & MRS. MICHAEL LEONARD**

**DAVIS ENGINEERING, INC.**

PO BOX 1063 TYBEE ISLAND, GA 31328  
 PHONE: 912-465-7262 E-MAIL: DAVIS@DAVISENG.COM

DRAWN: D.S. & B.B. JOB NO: 200607000  
 DESIGNED: D.D. DATE: 07-09-12

PZ

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BOUNDARY & TOPOGRAPHICAL SURVEY OF A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN THE CITY OF WARE, GEORGIA, AND ADJACENT LANDS, BY BERT BARRETT, JR., LAND SURVEYING, P.C.  
 MAY 31, 2008 (REVISED NOVEMBER 23, 2010)  
 145 RIMMER ROAD  
 WARE, GEORGIA 31790-0410  
 (912) 897-0661  
 PROJECT 01276-2-11-23-10  
 9-23-32 cm EST

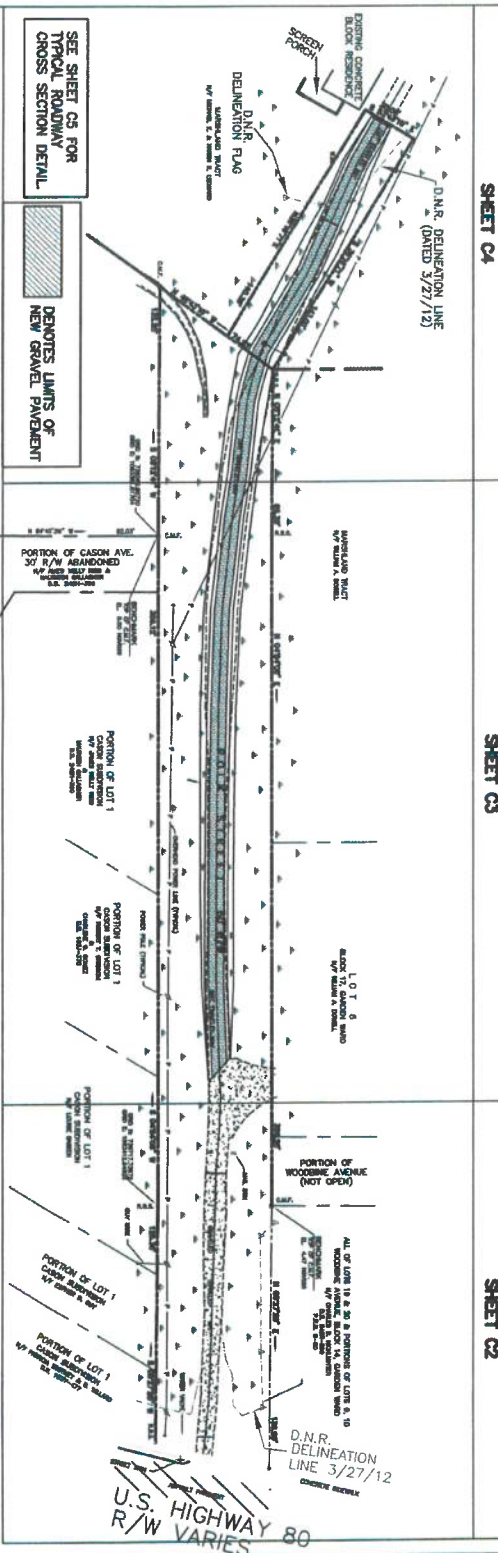
THE COORDINATES SHOWN ON THIS PLAT ARE BASED ON GEORGIA GRID COORDINATES EAST ZONE (GND CS) 1984 ADJUSTMENT. SPECIAL NOTE: THE SURVEYOR HAS MADE NO ATTEMPT TO LOCATE OR IDENTIFY UTILITIES OR OBSTACLES ACROSS THIS SITE. THE UTILITIES THAT ARE SHOWN WERE ABOVE GROUND AND WERE IN PLAIN SITE.

- REFERENCES:
1. PLAT OF A RESURVEY OF PORTIONS OF BLOCKS 14, 15 & 16, RECORDED AND BY THOMAS C. FOWERS R.L.S. 833 DATED 7/31/83
  2. PLAT OF REMAINING PORTION OF LOT 1 & ALL OF LOT 2, CASON SUBDIVISION, BY H.M. GARMANY DATED 6/24/64 AND RECORDED IN P.R.B. P-130
  3. PLAT OF CASON SUBDIVISION BY S.P. KENGE, JR. C.E. 914 DATED 4/12/48 AND RECORDED IN P.R.B. H-132
  4. PLAT OF PORTION OF LOT 8 AND ALL OF LOTS 9-12 OF CASON SUBDIVISION BY BERT B. BARRETT, SR. R.L.S. 1239 DATED 6/23/82
  5. PLAT OF LOTS 4, 5 & 6, CASON SUBDIVISION BY BERT B. BARRETT, SR. R.L.S. 1239 DATED 5/9/88
  6. PLAT OF LOT 7 & PORTION OF LOT 8, CASON SUBDIVISION BY VINCENT HELMLY R.L.S. 1882 DATED 2/25/82

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**RECEIVED**  
 6-7-18

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	2496.48	61.69	30.85	61.69	N 17°06'04" W	01°24'57"



BEFORE TO BEGINNING ANY CONSTRUCTION, DIRECTIONAL BORING, MECHANIZED EXCAVATION, CLEANING, GRADING, EXCAVATION, AND DISTURBING ANY UTILITY OF ANY TYPE, ETC., NOTIFY THE UTILITIES PROTECTION CENTER AT 1-800-282-7411. NOTIFICATION MUST BE GIVEN IN ACCORDANCE WITH GEORGIA LAW. THE TICKET IS GOOD FOR THE DURATION STATED BY THE UTILITIES PROTECTION CENTER. IT SHALL BE RENEWED BY THE CONTRACTOR AS NECESSARY FOR THE DURATION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING PERMISSION FROM THE UTILITIES TO PROTECT LOCATIONS OF UTILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE "HIGH VOLTAGE POWER LINES, THE WHICH GOVERNS AGITIES NEAR HIGH VOLTAGE POWER LINES. THE NOTIFICATION PROCEDURE SHALL BE THE SAME AS STATED ABOVE. IN THE EVENT OF DAMAGE, THE CONTRACTOR SHALL CONTACT BOTH THE UIC AND THE UTILITIES COMPANY TO REPORT DAMAGE TO WORK SHALL BE FILED IMMEDIATELY WITH THE UTILITIES COMPANY TO BE RENEWED TO THE UTILITY OWNER AND ALL OTHER GOVERNING AUTHORITIES.

NO WORK SHALL BE DONE IN THE POLK STREET SOUTH R.O.W. WITHOUT ALL REQUIRED APPROVALS AND PERMITS OF ALL GOVERNING AGENCIES, AUTHORITIES, BOARDS, CITY OF WARE, CHAMPAIGN COUNTY, ETC...

SEE SHEET C4 FOR TYPICAL ROADWAY CROSS SECTION DETAIL.

DENOTES LIMITS OF NEW GRAVEL PAVEMENT

UTILITY WARNING: ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION OF VISIBLE ABOVE GROUND FEATURES. NEITHER THE SURVEYOR NOR THE ENGINEER AND OTHER SUBSURFACE INSTALLATIONS THAT ALL UNDERGROUND UTILITIES AND OTHER SUBSURFACE INSTALLATIONS IN THE AREA OTHER THAN THOSE SHOWN OR INDICATED ARE SHOWN, NOR DO THE SURVEYOR OR ENGINEER WARRANT THE EXISTENCE OR LOCATION OF ANY OTHER SUBSURFACE IMPROVEMENTS SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS MADE NO ATTEMPT TO LOCATE OR SHOW ELECTRIC, GAS TELEPHONE, CABLE OR OTHER UTILITIES OTHER THAN WATER, DRAINAGE AND SEWER.

1-800-282-7411 OR 811

CALL BEFORE YOU DIG

40' 90'

GRAPHIC SCALE

RECEIVED 6-7-18

REVISION: 07/19/12

THIS SHEET IS ONLY A PORTION OF THE COMPLETE SET OF PLANS. ONLY COMPLETE SETS OF PLANS SHALL BE USED.

**KEY MAP**

**POLK STREET SOUTH MAINTENANCE**

A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GARDEN WARD, THREE ISLAND, GEORGIA.

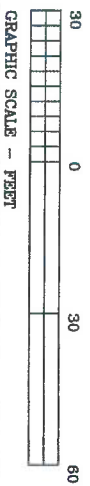
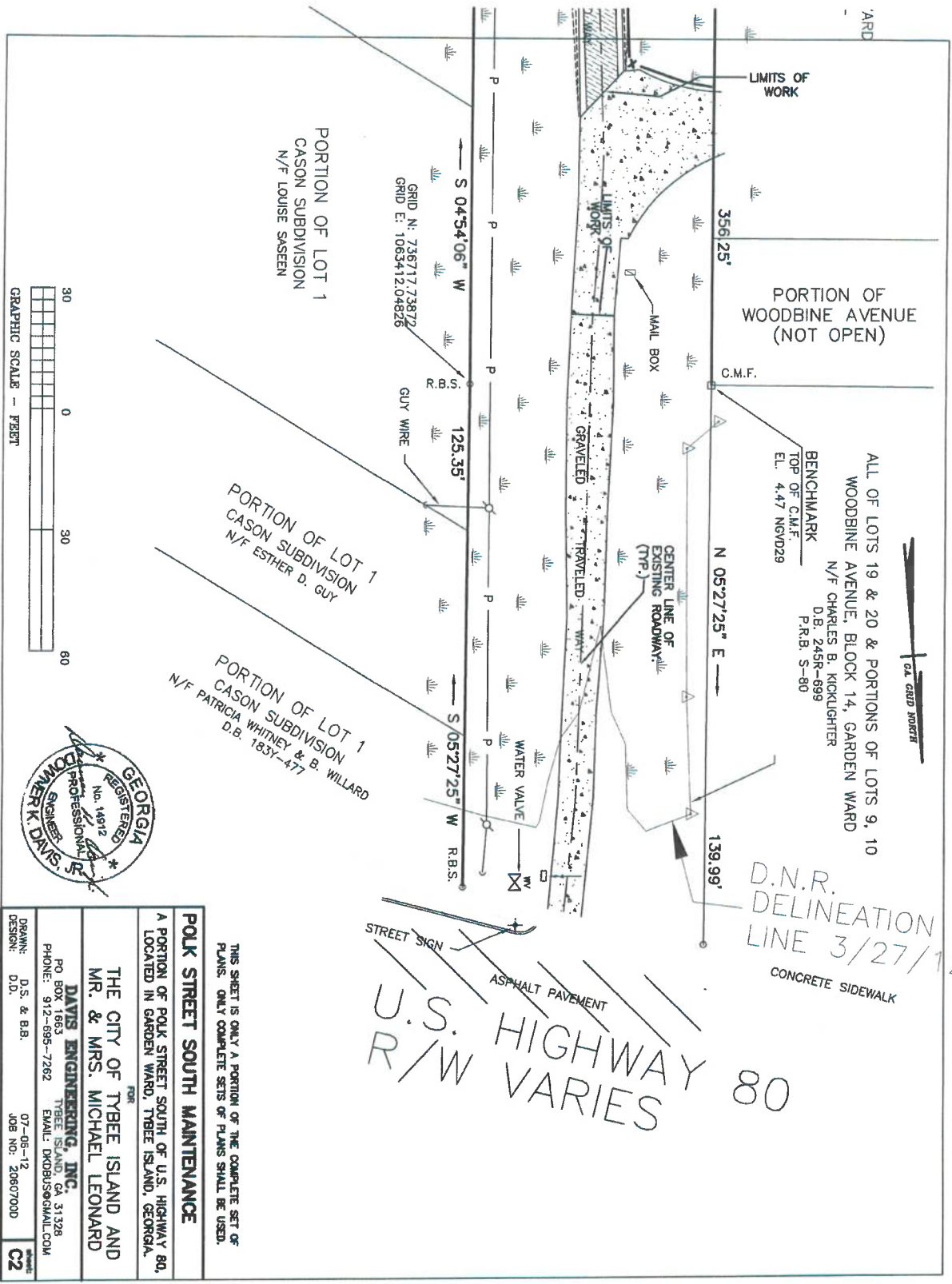
THE CITY OF THREE ISLAND & MR. & MRS. MICHAEL EDWARD

DAVIS ENGINEERING, INC.

PO BOX 1863 THREE ISLAND, GA 31326  
 PHONE: 812-860-7282 E-MAIL: INFO@DAVISINC.COM  
 DAVIS, D.S. & B.B. JOB NO: 20807000  
 DATE: 07-06-12

REGISTERED PROFESSIONAL ENGINEER STATE OF GEORGIA NO. 44813

DAVIS ENGINEERING, INC. REGISTERED PROFESSIONAL ENGINEER STATE OF GEORGIA NO. 44813



THIS SHEET IS ONLY A PORTION OF THE COMPLETE SET OF PLANS. ONLY COMPLETE SETS OF PLANS SHALL BE USED.

**POLK STREET SOUTH MAINTENANCE**

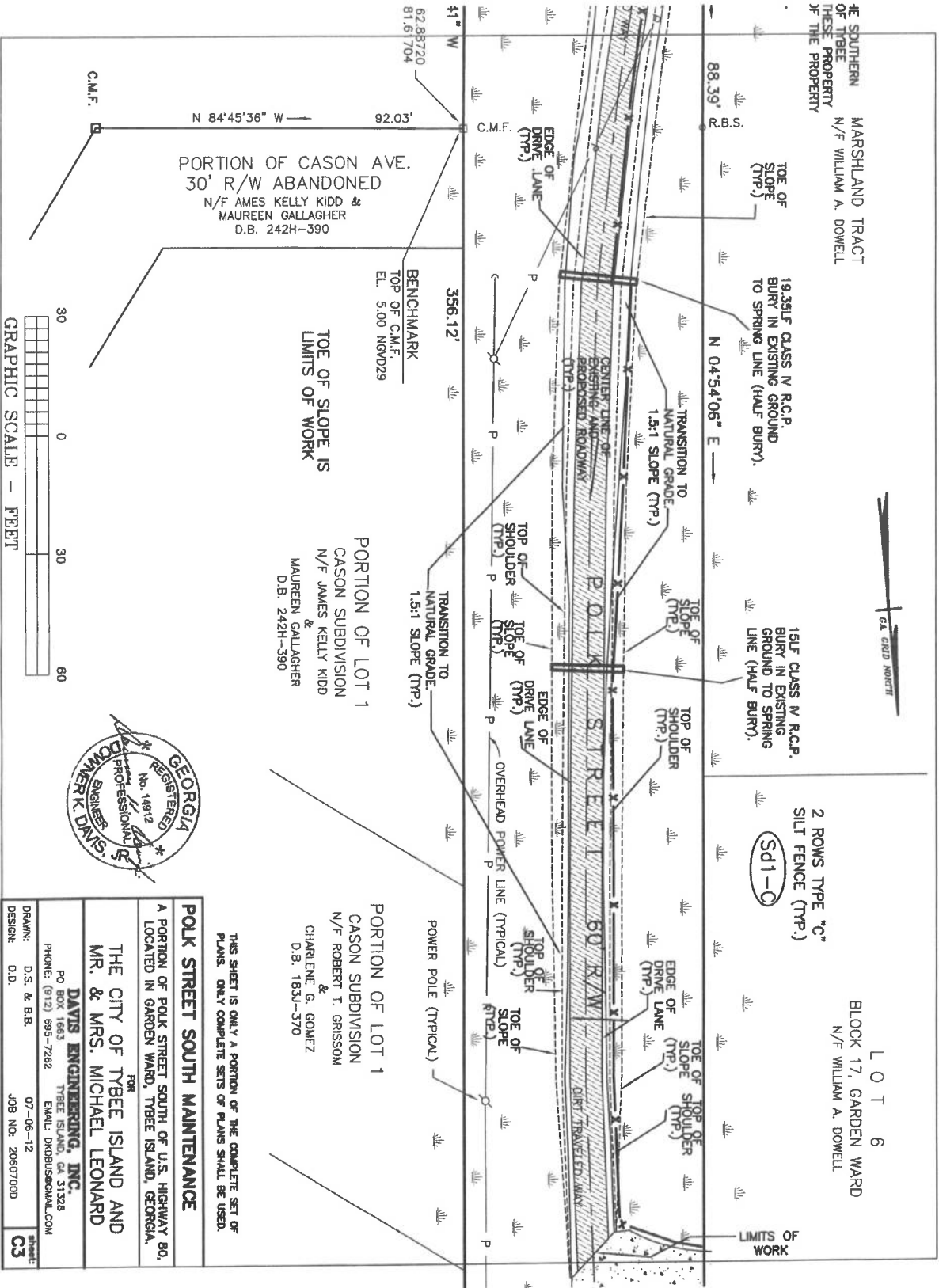
A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GARDEN WARD, TYBEE ISLAND, GEORGIA.

FOR  
**THE CITY OF TYBEE ISLAND AND MR. & MRS. MICHAEL LEONARD**

**DAVIS ENGINEERING, INC.**  
PO BOX 1663  
TYBEE ISLAND, GA 31328  
PHONE: 912-695-7262  
EMAIL: DKDBUS@CMAIL.COM

DRAWN: D.S. & B.B.  
DESIGN: D.D.  
07-06-12  
JOB NO: 20607000

**C2**



THE SOUTHERN MARSHLAND TRACT  
OF TYBEE ISLAND  
OF THESE PROPERTY N/F WILLIAM A. DOWELL  
OF THE PROPERTY

19.251% CLASS IV R.C.P.  
BURY IN EXISTING GROUND  
TO SPRING LINE (HALF BURY).

1.5:1 SLOPE (TYP.)

TRANSITION TO  
NATURAL GRADE  
(TYP.)

1.5:1 SLOPE (TYP.)

TRANSITION TO  
NATURAL GRADE  
(TYP.)

2 ROWS TYPE "C"  
SILT FENCE (TYP.)  
**(Sd1-C)**

LOT 6  
BLOCK 17, GARDEN WARD  
N/F WILLIAM A. DOWELL

PORTION OF CASON AVE.  
30' R/W ABANDONED  
N/F AMES KELLY KIDD &  
MAUREEN GALLAGHER  
D.B. 242H-390

TOE OF SLOPE IS  
LIMITS OF WORK

PORTION OF LOT 1  
CASON SUBDIVISION  
N/F JAMES KELLY KIDD  
&  
MAUREEN GALLAGHER  
D.B. 242H-390

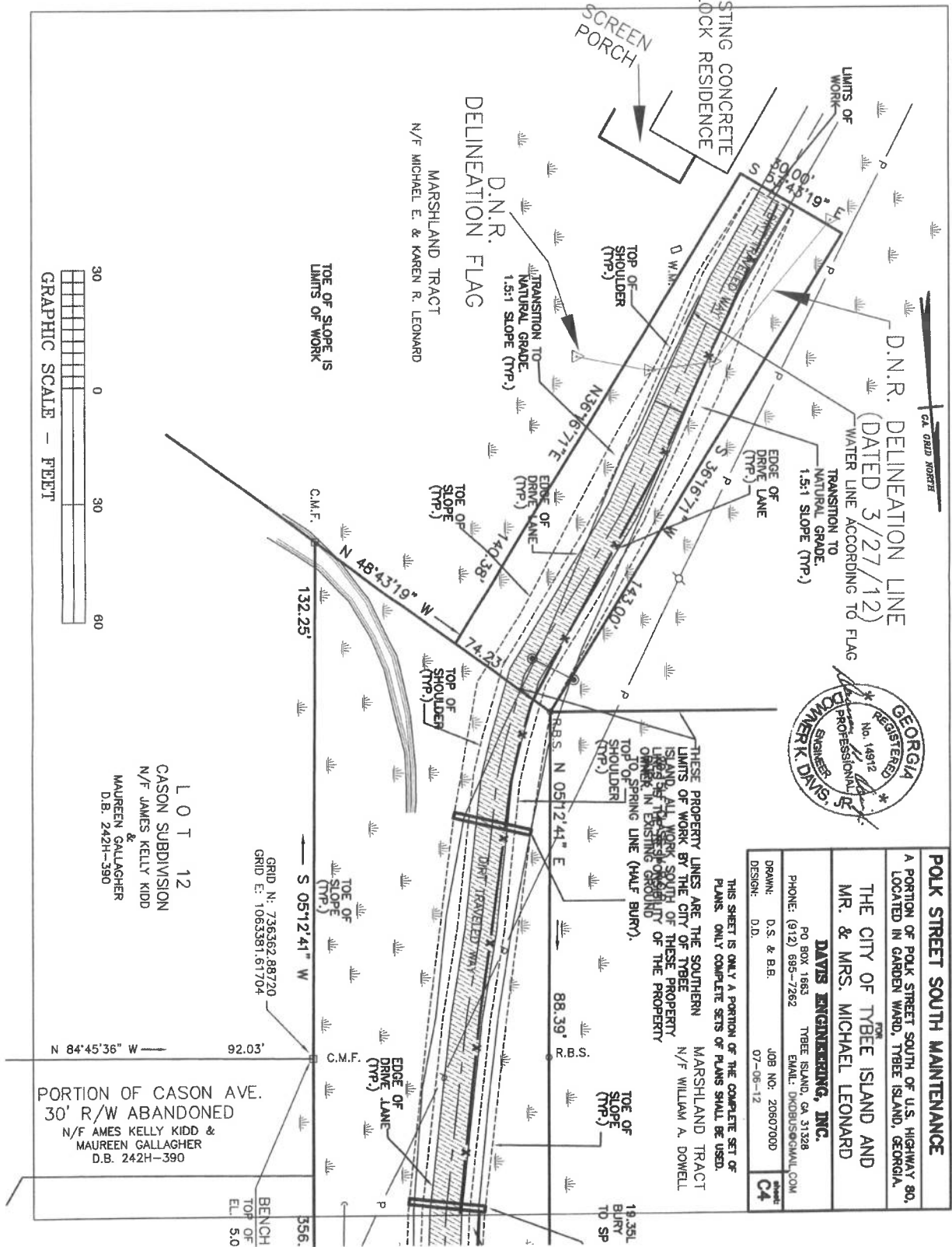
PORTION OF LOT 1  
CASON SUBDIVISION  
N/F ROBERT T. GRISSOM  
&  
CHARLENE G. GOMEZ  
D.B. 183J-370



GRAPHIC SCALE - FEET



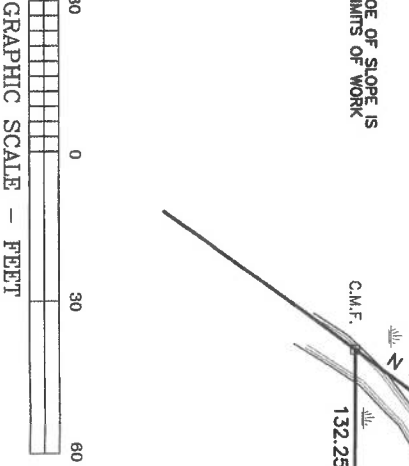
<p><b>POLK STREET SOUTH MAINTENANCE</b></p> <p>A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GARDEN WARD, TYBEE ISLAND, GEORGIA.</p> <p>FOR <b>THE CITY OF TYBEE ISLAND AND MR. &amp; MRS. MICHAEL LEONARD</b></p> <p><b>DAVIS ENGINEERING, INC.</b> PO BOX 1663 TYBEE ISLAND, GA 31328 PHONE: (912) 695-7262 EMAIL: DKB@DAVISINC.COM</p> <p>DRAWN: D.S. &amp; B.B. 07-06-12 DESIGN: D.D. JOB NO: 20067000</p>	
<p>THIS SHEET IS ONLY A PORTION OF THE COMPLETE SET OF PLANS. ONLY COMPLETE SETS OF PLANS SHALL BE USED.</p>	
<p>Sheet <b>C3</b></p>	



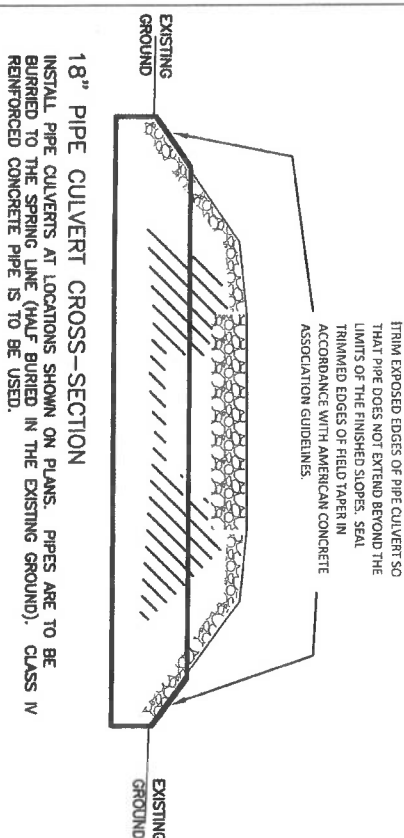
<b>POLK STREET SOUTH MAINTENANCE</b>	
A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GARDEN WARD, TYBEE ISLAND, GEORGIA.	
<b>THE CITY OF TYBEE ISLAND AND MR. &amp; MRS. MICHAEL LEONARD</b>	
<b>DAVIS ENGINEERING, INC.</b>	
PO BOX 1663 TYBEE ISLAND, GA 31328 PHONE: (912) 695-7262 EMAIL: DD@DUSENG.COM	REGISTERED PROFESSIONAL ENGINEER NO. 14812 DAVIS K. DAVIS
DRAWN: O.S. & B.B.	JOB NO.: 2080700D
DESIGN: D.D.	DATE: 07-08-12
Scale: <b>C4</b>	

LOT 12  
 CASON SUBDIVISION  
 N/F JAMES KELLY KIDD  
 &  
 MAUREEN GALLAGHER  
 D.B. 242H-390

PORTION OF CASON AVE.  
 30' R/W ABANDONED  
 N/F AMES KELLY KIDD &  
 MAUREEN GALLAGHER  
 D.B. 242H-390

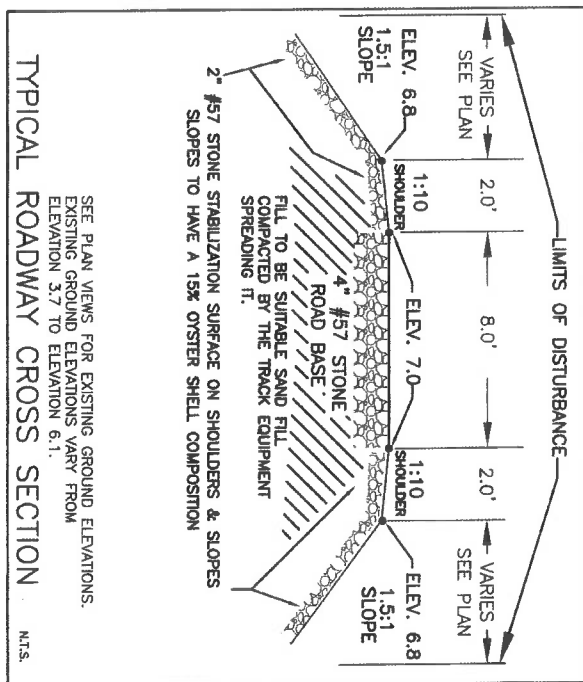


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**18" PIPE CULVERT CROSS-SECTION**  
 INSTALL PIPE CULVERTS AT LOCATIONS SHOWN ON PLANS. PIPES ARE TO BE BURIED TO THE SPRING LINE (HALF BURIED IN THE EXISTING GROUND). CLASS IV REINFORCED CONCRETE PIPE IS TO BE USED.

**STABILIZATION & EROSION CONTROL:**  
 STABILIZATION WILL BE BY THE STONE SURFACES. THERE ARE NO VEGETATIVE STABILIZATION METHODS PROPOSED. WORK WILL PROGRESS WITH THE SEQUENTIAL PLACEMENT OF STONE AS THE FILL REACHES THE SUBGRADE HEIGHT. NO MORE THAN 50 LINEAR FEET OF FILL CAN BE EXPOSED AT ANY TIME AND NO MORE THAN 20' AT THE END OF THE DAY. AT THE END OF EACH WORKDAY EITHER THE UNFINISHED SURFACES ARE TO RECEIVE A 2" LAYER OF #57 STONE (TO REMAIN IN PLACE) OR 2 ROWS OF TYPE "C" SILT FENCE MAY BE PLACED AROUND THE UNFINISHED ROAD SECTION. THE SLOPES WILL BE A COMPOSITION OF 90% #57 STONE & 10% OYSTER SHELL.



**TYPICAL ROADWAY CROSS SECTION**

M.T.S.



**DETAILS**

THIS SHEET IS ONLY A PORTION OF THE COMPLETE SET OF PLANS. ONLY COMPLETE SETS OF PLANS SHALL BE USED.

A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GARDEN WARD, TYBEE ISLAND, GEORGIA.	
<b>FOR THE</b>	
<b>THE CITY OF TYBEE ISLAND AND</b>	
<b>MR. &amp; MRS. MICHAEL LEONARD</b>	
<b>DAVIS ENGINEERING, INC.</b>	
PO BOX 1863 TYBEE ISLAND, GA 31328 PHONE: (912) 693-7262 EMAIL: DKB@DSEMAIL.COM	07-08-12
DRAWN: D.S. & B.B. CHECK: D.D.	JOB NO: 2009700





**GENERAL NOTES**

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNING REGULATORY AGENCIES AND CODES. ALL WORK SHALL CONFORM TO THE TECHNICAL SPECIFICATIONS, DETAILS, AND STANDARDS OF THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THESE LATEST REVISIONS OF ALL CODES, SPECIFICATIONS, ETC., SHALL BE USED.
2. ALL ELEVATIONS ARE BASED ON M.S.L. DATUM
3. NO CONSTRUCTION WORK SHALL BEGIN UNTIL THE COMPLETENESS AND ACCURACY OF THE HORIZONTAL CONTROL HAS BEEN VERIFIED BY THE CONTRACTOR AND ANY REVISIONS REQUIRED AND ARE RESOLVED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION AND ANY RE-ESTABLISHMENT OF CONTROL SHALL BE AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL RUN A CLOSED LEVEL LOOP TO VERIFY THE COMPLETENESS AND ACCURACY OF THE BENCHMARKS. NO CONSTRUCTION WORK SHALL BEGAIN UNTIL THE VERTICAL CONTROL HAS BEEN VERIFIED BY THE CONTRACTOR AND ANY DISCREPANCIES FOUND ARE RESOLVED.
5. LOCATION, ELEVATION, SIZE, ETC., OF THE EXISTING DRAINAGE, UTILITIES, ETC., SHOWN SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORK. ADDITIONAL FEATURES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES, DRAINAGE, ETC., PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL USE COORDINATION WITH UTILITY COMPANIES, ELECTRIC/MAGNETIC METHODS, HAND DIGGING, ETC., TO VERIFY THE LOCATION OF ALL UTILITIES. ANY DISCREPANCIES, DISCREPANCIES, CONFLICTS, ETC., SHALL BE REPORTED TO THE ENGINEER TO ALLOW FOR CONFLICTS TO BE RESOLVED PRIOR TO COMMENCEMENT OF WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADJUSTMENT, RELOCATION, ETC., OF ANY UTILITIES (SUBSURFACE, POLE MOUNTED OR OTHERWISE) TO ACCOMPLISH THIS WORK, UNLESS STATED OTHERWISE. RELOCATION OF POWER LINES AND CUT WRES IS THE RESPONSIBILITY OF THE OWNER (TYP). ALL WORK SHALL BE COMPLETED AND RELOCATED TO BE RELOCATED SHALL BE COMMANDED BY THE CONTRACTOR.
7. ALL AREAS DISTURBED BY THE CONTRACTOR SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. RESTORATION OF ALL AREAS SHALL BE UPGRADED AREAS SHALL BE GRASSED UNLESS OTHERWISE SHOWN ON THE PLANS. ALL AREAS DISTURBED OUTSIDE OF PROJECT LIMITS WILL BE RESTORED UNDER THE DIRECTION AND TO THE SATISFACTION OF ALL GOVERNING AUTHORITIES (CITY OF SAVANNAH, ETC.,).
8. THE CONTRACTOR SHALL EXERCISE UTMOST CARE AND PRECAUTION TO PROTECT TREES AND PREVENT DAMAGE TO TREES, ROOTS, ECT. DURING CONSTRUCTION.
9. REFER TO BUILDING PLANS BY OTHERS FOR ALL BUILDING DIMENSIONS AND ALL OTHER BUILDING INFORMATION. ALL BUILDING DESIGN AND SUBMITTALS TO BE BY OTHERS.
10. THE CONTRACTOR SHALL OBTAIN A RIGHT-OF-WAY PERMIT FROM THE CITY OF TYBEE AND PERMITS, PERMISSON, ETC., FROM ALL GOVERNING AUTHORITIES, UTILITIES, ETC., BEFORE ANY CONSTRUCTION IN THE ADJACENT EASEMENTS OR RIGHT-OF-WAYS.

11. ALL EXISTING SERVICES, BUILDINGS, STRUCTURES, UTILITIES, CONDUENCES, ETC., INCLUDING BUT NOT LIMITED TO, DRAINAGE, ACCESS, WATER, SEWER, FIRE PROTECTION, POWER, GAS, AND CABLE, SHALL BE UNINTERRUPTED BY THIS WORK. THE CONTRACTOR SHALL SCHEDULE CONSTRUCTION AND UTILIZE BARRIERS, SHIELDING, WELL POINTS, ETC., AND ANY OTHER PROCEDURES REQUIRED TO ACHIEVE THIS. SHOULD USER'S ACCESS, USE, ETC., OF THE ADJACENT AREAS BE IMPACTED BY THIS WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WRITTEN NOTICE TO ALL PROPERTY OWNERS AT LEAST 72 HOURS PRIOR TO ANY ALTERATION, INCONEVENIENCE, ETC. TO THEIR USE, ACCESS, ETC.,.
12. WHERE NECESSARY FOR THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF LANDSCAPING, SIGNS, BARBERS, FENCES, ETC.,.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FOREIGN BORROW AND FOR THE OFF-SITE DISPOSAL OF MATERIAL AS NECESSARY IN THE GRADING PROCESS. THIS COST SHALL BE INCLUDED IN THE GRADING PRICE.
14. THE CONTRACTOR (OR PROSPECTIVE CONTRACTOR) SHALL VISIT THE SITE AND OBSERVE SITE CONDITIONS. IF THE CONTRACTOR THEN HAS REASON TO SUSPECT UNUSUAL OR OTHER UNOCCURRED CONDITIONS, INCLUDING BUT NOT LIMITED TO, UNUSUAL SOIL CONDITIONS, WRITTEN NOTIFICATION SHALL BE MADE TO THE ENGINEER AND OTHER OWNER'S REPRESENTATIVES).
15. EXISTING UNDERGROUND UTILITY LOCATIONS MAY CONFLICT WITH THE PROPOSED IMPROVEMENTS AND REQUIRE ADJUSTMENTS OF THESE UTILITIES OR THE IMPROVEMENTS. ALL RISERS AND CONNECTIONS OFF-SITE AND AROUND INSTALLATIONS. ALL GRAVITY LINES SHALL BE INSTALLED UPGRADE (FROM THE LOWEST END TOWARDS THE END AT A HIGHER ELEVATION).
16. ANY AND ALL DEVIATIONS FROM OR MODIFICATIONS TO THESE PLANS SHALL BE APPROVED BY THE ENGINEER AND ALL OTHER GOVERNING AUTHORITIES, AGENCIES, GOVERNMENTS, ETC.,.
17. ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT OR OUTSIDE OF THE BUILDING UNLESS OTHERWISE NOTED. REFER TO BUILDING PLANS BY OTHERS FOR ALL DIMENSIONS AND OTHER BUILDING RELATED INFORMATION.
18. THE CONTRACTOR SHALL PROVIDE ACCESS, DURING AND AT THE COMPLETION OF THIS WORK, TO ALL UTILITIES AND SERVICES TO BE MAINTAINED AND OBSERVED, INSPECTED, ETC., BY THE OWNER'S ENGINEER OR SAVANOR AND ALL GOVERNING AGENCIES.
19. ALL TRAFFIC SPANSE AND STRIPING TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES & ALL OTHER GOVERNING REGULATIONS, STANDARDS & CODES. ALL SIGN OWNERS SHALL BE REVIEWED AND APPROVED BY THE CITY OF SAVANNAH & THE OWNER'S ENGINEER PRIOR TO THE OWNER PLACING THE ORDER.
20. EXCESS SUITABLE MATERIAL FROM GRADING IS TO BE USED FIRST AS BACKFILL FOR PAVING. ADDITIONAL EXCESS SUITABLE MATERIAL AND MUCK ARE TO BE PLACED IN FILL AREAS SHOWN ON THE PLANS AND IN OTHER AREAS ON THE LOT FILLING LEAVES AREAS ON A LOT NOT DRAINING. THE CONTRACTOR SHALL INSTALL DRAINAGE SWALES AT THAT LOT TO THE SATISFACTION OF THE ENGINEER. THE WORK SPECIFIED ABOVE SHALL BE CONSIDERED PART OF THE RIGHT-OF-WAY LINE. THE FILL ON SITE MATERIAL OR FOREIGN BORROW) BEYOND THE RIGHT-OF-WAY LINE AND GRADING IN THIS AREA SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR GRADING.
21. ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAN ARE TO BE DEDICATED FOR THE USE INTENDED.

**STANDARD EROSION CONTROL NOTES:**

1. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.
2. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
3. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
4. THE PLAN DESIGNER HAS VISITED THE SITE PRIOR TO THE DESIGN OF THE EROSION AND SEDIMENT CONTROL PLANS.
5. SOIL EROSION AND SEDIMENT CONTROL PROCEDURES SHALL COMPLY WITH THE EROSION AND SEDIMENT ACT OF 1975. FOR EXPLANATION CONCERNING DETAILS AS SHOWN ON THESE PLANS, REFER TO "MANUAL STATE SOIL AND WATER CONSERVATION COMMITTEE OF GEORGIA, ALL ITEMS UNDER THE WATER CONSERVATION ACT OF 1975. EROSION CONTROL SHALL BE PAID FOR IN THE LUMP SUM PRICE FOR GRADING.
6. ONLY DISTURB AREAS AS THEY ARE TO BE WORKED ON TO MINIMIZE AREAS OF UNSTABILIZED (DISTURBED) SURFACE. STABILIZE ALL DISTURBED AREAS UPON COMPLETION OF CONSTRUCTION IN THOSE AREAS OR WHEN NO WORK IS IMMEDIATELY PLANNED. SLOPES ARE EXPECTED TO BE STABILIZED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. THIS SHALL BE ACCOMPLISHED BY THE CONTRACTOR THROUGH GRASSING DURING CONSTRUCTION AND PERMANENT GRASSING AT COMPLETION.
7. ANY SEDIMENTATION BASINS SHALL BE CONSTRUCTED IN CONJUNCTION WITH AND PRIOR TO ANY OTHER SITE WORK.
8. ALL GRADED AREAS SHALL BE GRASSED, LANDSCAPED OR OTHERWISE STABILIZED TO ENSURE PERMANENT STABILIZATION OF SOIL SURFACE.
9. ANY DEWATERING FOR EXCAVATION SHALL BE DISCHARGED INTO SLUMPS TO ALLOW SEDIMENTATION TO OCCUR PRIOR TO RAINOFF LEAVING THE SITE.
10. THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVAL OF ALL TREES & VEGETATION REQUIRED FOR THE PROPOSED IMPROVEMENTS.
11. SOIL EROSION CONTROL DEVICES AND TREE PROTECTION FOR PRESERVED TREES MUST BE IN PLACE PRIOR TO CONSTRUCTION.
12. SILT FENCE TO RETAIN UNTIL PERMANENT GRASSING AND FINAL STABILIZATION HAS BEEN ESTABLISHED.
13. ANY DISTURBED AREA LEFT IDLE ABOVE THE SLOPES FOR A PERIOD GREATER THAN 7 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING; DISTURBED AREAS IDLE 30 DAYS SHALL BE STABILIZED WITH PERMANENT VEGETATION.
14. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED AT LEAST WEEKLY, AFTER EACH RAIN, AND REPAIRED AS NECESSARY.
15. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IF DETERMINED NECESSARY BY ON-SITE INSPECTION.

THIS DRAWING AND ALL REPRODUCIBLE COPIES OF THIS DRAWING ARE THE PROPERTY OF DAVIS ENGINEERING, INC. REPRODUCTION OR ALTERATIONS OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF DAVIS ENGINEERING, INC. IS NOT PERMITTED.

THIS SHEET IS ONLY A PORTION OF THE COMPLETE SET OF PLANS. ONLY COMPLETE SETS OF PLANS SHALL BE USED.



**NOTES**

A PORTION OF POLK STREET SOUTH OF U.S. HIGHWAY 80, LOCATED IN GARDEN WARD, TYBEE ISLAND, GEORGIA.

FOR  
**THE CITY OF TYBEE ISLAND AND  
 MR. & MRS. MICHAEL LEONARD**

**DAVIS ENGINEERING, INC.**  
 TEL: 912-355-7262 FAX: 912-352-7787  
 E-MAIL: DAVISENGINEERING@GMAIL.COM

DRAWN: D.S.	JOB NO: 20607000
DESIGN: D.D.	
<b>Sheet</b>	<b>C6</b>



**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: 8/21/2017

Project Name/Description: requesting to impact marshland to maintain right of way –Polk Street Right of Way & 318 Polk Street – Michael & Karen Leonard –Zone C2-EC -4-0025-01-005Y & 005Z

Action Requested: Variance



Special Review	Subdivision: Sketch Plan Approval ___ Conceptual ___ Preliminary Plan Approval ___ Final Plat Approval ___ Minor Subdivision ___ Major Subdivision ___
Site Plan Approval	
Variance X	
Map Amendment	
Text Amendment	

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition:  Approval  Denial  Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair
Bossick			Vice Chair -ABSENT
Robertson	X		
Gann			ABSENT
King	X		
Matlock	X		MOTION
McNaughton	X		SECONDED

Planning Commission Chair:  Date: 10/2/17  
 Planning & Zoning Manager:  Date: 10-2-17

accept Staff's recommendation approving the request. **Commissioner Robertson** seconded. Voting in favor were **Commissioners Robertson, Matlock and King**. Voting against was **Commissioner McNaughton**. Motion to approved, 3-1.

**Variance: Request to impact marshland to maintain right-of-way – Polk Street R-O-W and 318 Polk Street – City of Tybee Island – Zone C-2-EC – PIN 4-0025-01-005Y and 005Z.**

2017  
August 2017

Mr. Shaw stated this is the third time this request has come before the Commission and it is a variance from the City's marsh buffer requirements. The City must approve the variance and then Department of Natural Resources (DNR) can act on their requirements. The City has previously approved twice and has not gone forward. The consultant, Mr. Alton Brown, indicated DNR is willing to move forward if the City approves the variance. This is the City's road and the Leonard's driveway. Commissioner Matlock asked who is asking for the variance. Mr. Shaw responded the City and the Leonard's. This is the extension of Polk Street, sometimes called Salt Meadows. The City is working toward approval for the placement of gravel on the road due to flooding. Commissioner Matlock asked if there was going to be further encroachment. Mr. Shaw stated the road does not look as it is getting wider than the current encroachment although there will be spill off which could increase the width slightly. This is the same scope of work as previously submitted and it seems that DNR has changed their opinion. Commissioner King asked how long the gravel would last. Mr. Shaw stated he was unsure and this request would probably come back to the Planning Commission again. Commissioner King stated this would not have to come back before the Planning Commission if the Leonard's and City maintained the road and driveway. Mr. Shaw concurred. There was a discussion regarding the possible placement of a culvert to help alleviate flooding. Mr. Alton Brown, Resource and Land Consultants, approached the Commission. Commissioner McNaughton asked Mr. Brown the reasoning why DNR has not previously approved this request. Mr. Brown stated in 2008 the City and Leonard's began working on this project, has gone through several changes and there is a long list of reasons why the request has not been approved. As of June 2017 we have received authorization from the Army Corps of Engineers without the DNR authorization. With this authorization, he can appear before the Coastal Marshlands Protection Committee and in order to go before this Committee, he must have a variance. Commissioner McNaughton asked the estimated cost of this project. Mr. Brown stated he did not have that information. Mr. Brown confirmed the Leonard's as well as the City are fully committed to completing this project. **Commissioner Matlock** made a motion to accept this application, staff findings, as written. **Commissioner McNaughton** seconded. Vote was unanimous to approve, 4-0.

### **Standing Agenda Items**

#### **Derelict structures, their effect on the community and potential solutions.**

Mr. Shaw discussed the background of this agenda item as the City Manager, Dr. Gillen,

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)

**MAYOR**  
Jason Buelterman

**CITY COUNCIL**  
Barry Brown, Mayor Pro Tem  
Wanda Doyle  
Bill Garbett  
Julie Livingston  
John Major  
Monty Parks



**CITY MANAGER**  
Shawn Gillen

**CITY CLERK**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## CITY OF TYBEE ISLAND

Petitioner: Michael & Karen Leonard

Description: Permission to maintain right of way

Property Address: 318 Polk Street and Polk Street Right of Way

Zoning Action Requested: Zoning Variance

Following any required Public Hearing, the Mayor and Council of the City decided on the 28th day of September, 2017, that the request for a Zoning Variance was GRANTED.

Michael Leonard  
Petitioner

10-7-17  
Date

Shawn Gillen  
Planning and Zoning Manager

10-2-17  
Date

J. Buelterman  
Mayor

10/2/17  
Date

Janet LeViner  
Clerk of Council

10/3/17  
Date

- o JaNiya Bowers – Advisor Update
- o Sam LeCates – Update, Bicycle Ordinance
- o Ava Thomas – Update, Litter Ordinance

**City Manager’s Update on Hurricane Irma**

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

- Dr. Victor, Excessive water bill
- Gerald Schantz, Back flow preventers

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

**Public Hearings**

**Minor Subdivision: Subdivide one lot into 2 lots – 1103C Bay Street – Andrea and Ben Tanner – Zone R-1 – PIN 4-0021-16-0666.** **Monty Parks** made a motion to approve. **Wanda Doyle** seconded. Vote was unanimous, 6-0 to approve.

**Site Plan: Add 50sf for restroom expansion – 1601 Butler Avenue – Arby’s Restaurant – Zone C-1 – 4-0008-18-004.** **Barry Brown** made a motion to approve. **Wanda Doyle** seconded. Vote was unanimous, 6-0 to approve.

**Variance: Request to impact marshland to maintain right of way – Polk Street Right of Way and 318 Polk Street – Michael and Karen Leonard – Zone C-2-EC – 4-0025-01-005Y and 005Z.** **Wanda Doyle** made a motion to approve. **John Major** seconded. Vote was unanimous 6-0 to approve.

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

**Jason Buelterman**

- **Apply to Department of Natural Resources for permission to move sand into gaps prior to hurricanes.**

**Shawn Gillen**

- **Five Year CIP, Fiscal Year 2017 – 2018.** **Julie Livingston** made a motion to approve the Five Year CIP, Fiscal Year 2017 – 2018 as amended. **John Major** seconded. Vote was unanimous, 6-0 to approve.

**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 adjourn to Regular Session. **Wanda Doyle** seconded. Vote was unanimous, 6-0.

**Monty Park** made a motion to adjourn. **Wanda Doyle** seconded. Vote was unanimous, 6-0.

Meeting adjourned at 9:30 PM

*Sept. 28, 2017*



**PLANNING COMMISSION  
NOTICE OF DETERMINATION**

Meeting date: 2/11/2019

Project Name/Description: requesting to impact marshland to maintain right of way-Polk Street right of way & 318 Polk Street-City of Tybee & Michael Leonard-Zone C2-EC-4-0025-01-005Y & 005Z

Action Requested: Variance

Special Review	Subdivision: Sketch Plan Approval ___ Conceptual ___ Preliminary Plan Approval ___ Final Plat Approval ___ Minor Subdivision ___ Major Subdivision ___
Site Plan Approval	
Variance X	
Map Amendment	
Text Amendment	

Petitioner has met all documentation requirements, all external approval requirements, and all code requirements, except for the following:

The Planning Commission Motion on Petition:  Approval  Denial  Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Bishop			Chair - ABSENT
Bossick			Vice Chair
Robertson	X		MOTION TO APPROVE
Gann	X		
Bramble	X		SECOND
Matlock	X		
McNaughton	X		

Planning Commission Chair:

*Ronald W. Bossick*

Date: 2/14/19

Planning & Zoning Manager:

*Greg B. Smith*

Date: 2/14/19

**Item Attachment Documents:**

6. 2019211 PLANNING COMMISSION MINUTES

## PLANNING COMMISSION

Demery Bishop  
Ron Bossick  
Marianne Bramble  
Tina Gann  
Charles Matlock  
David McNaughton  
Alan Robertson



**CITY MANAGER**  
Shawn Gillen

**COMMUNITY DEVELOPMENT DIRECTOR**  
George Shaw

**CITY ATTORNEY**  
Edward M. Hughes

## Planning Commission Meeting MINUTES February 11, 2019

**Ron Bossick** called the February 11, 2019, Tybee Island Planning Commission meeting to order. Commissioners present were **Alan Robertson, David McNaughton, Tina Gann, Ron Bossick, Marianne Bramble,** and **Charles Matlock.** **Demery Bishop** was not present.

### Planning Commission Oath administered by Mayor Jason Buelterman (2-year terms end January 31, 2021):

**Ron Bossick** stated the first order of business would be the installation of our newly appointed members, which are **Alan Robertson, David McNaughton** and **Charles Matlock.** He asked Mayor Buelterman to come up and administer the oath to the new members. **Mayor Jason Buelterman** approached the Planning Commission and asked the newly appointed members to stand and raise their right hand and repeat after him the oath. **Mayor Jason Buelterman** then thanked the new members and stated how important their work is to this community.

### **Elections:**

**Ron Bossick** asked if there were any nominations for Chair and Vice Chair of the Planning Commission. **Alan Robertson** made a motion to nominate Demery Bishop for Chair and Ron Bossick for Vice Chair. **Marianne Bramble** seconded. The vote to approve was unanimous.

### **Consideration of Minutes:**

**Vice Chair Ron Bossick** asked for consideration of the January 14, 2019 meeting minutes. **Alan Robertson** made a motion to approve. **Marianne Bramble** seconded. The vote to approve was unanimous.

### **Disclosures/Recusals:**

**Vice Chair Ron Bossick** asked if there were any disclosures or recusals. There were none.

### **Old Business:**

**Vice Chair Ron Bossick** asked if there was any old business. **Alan Robertson** asked what the status of the Casino Boat is. **Mr. Shaw** stated the owner said he did not intend to reapply with Tybee. **Alan Robertson** also stated the experience with the boat suggest the need for some sort of limitation of what could be placed at that dock in the future. In addition, the area needs to look at some of the issues that came up and address them. He also stated that any other business even if it is small could create problems. **Mr. Shaw** stated to the best of his knowledge none of the water-based businesses have ever been asked to do a site plan. The land-based businesses have. In addition, yes this did bring up that we have a lot of overlap in that area. **Mr. Shaw** stated yes we could certainly look into those issues.



**New Business:**

**Variance: requesting to impact marshland to maintain right of way–Polk Street right of way & 318 Polk Street–City of Tybee & Michael Leonard –Zone C2-EC-4-0025-01-005Y & 005Z.**

**Mr. Shaw** approached the Planning Commission and stated that this property has been on the agenda a few times. The City is seeking to maintain the City’s right-of-way in conjunction of working with Mr. Leonard so he can maintain his driveway. He stated we need to give ourselves the variance and then apply with the State. The reason we are reapplying for the variance again is that we have not received the permit before the variance expires. **Mr. Alton Brown** with Resource and Land consultants working as the agent on behalf of the City of Tybee Island approached the Planning Commission and stated the Corp of Engineers permit has been obtained for the road improvements and maintenance. We have also applied to the DNR for a coastal marshlands permit. He also stated because of the two recent hurricanes and a variety of other things the project review by Coastal Resources Division has been delayed. Now we are back on track with the review and need to renew the variance. The DNR line has been surveyed again and will be updated. The scope of the project will stay the same. **Alan Robertson** asked how long will this construction take. **Mr. Brown** stated that the Corp of Engineers permit is valid until 2022 and the Coastal marshlands permit will be valid for five years from the day that it is issued. **Alan Robertson** made a motion to approve. **Marianne Bramble** seconded. The vote to approve was unanimous.

**Discussion and Presentation:**

**Carrying Capacity Study Implementation Coastal Incentive Grant – Goodwyn Mills Cawood Ecological Planning Group – Courtney Reich**

**Mr. Shaw** approached the planning commission and stated Ms. Reich did not show tonight so he would try to share what he knows about the grant. He stated the coastal incentive grant had three goals or outputs. One a water and sewer rate setting which has been done and will be looked at. Two would be potential code changes to reduce density due to water and sewer issues and another to reduce impacts in areas that flood. The one point Courtney wants to point out is whether we want to make some changes to the code to reduce the potential density with an example being how a variety of lots that could become two lots. Also changing the 65 percent buffer greenspace. With the amount of rentals on the Island, there is a big demand to fill every buildable space on lots. In addition, the pool market has expanded from the rental market and those take up the greenspace. **Mr. Shaw** stated those are some of the issues I know Ms. Reich wanted to bring up. **Vice Chair Ron Bossick** stated he would like to ask Courtney Reich to come back to Planning Commission at the next meeting so they can ask the questions they have. **Alan Robertson** stated that our March meeting would be a good time for Courtney Reich to come since she will have went to City Council February 28, 2019, that will give us input from City Council.

**Adjournment: Tina Gann** made a motion to adjourn. **Marianne Bramble** seconded. Meeting adjourned at 7:30pm.

*Lisa L. Schaaf*

**Item Attachment Documents:**

8. Out-of-State Travel, Joel Fobes, Axon Accelerate 2019 Conference, Phoenix, AZ, April 28 - May 2, 2019.

Axon Accelerate Conference Proposal To: City Manager Shawn Gillen

From: Major Joseph Fobes

Re: Axon Accelerate 2019 Conference Proposal

I would like to attend the Axon Accelerate User Conference April 28- May 2, 2019 in Phoenix, Arizona. It's the best way to ensure we're getting the most from our Axon investment.

In addition to hands-on training and best practices with Axon products, Accelerate features expert speakers and panels on a host of relevant topics around law enforcement technology, policy, training and communication. This year's conference will also include sessions on CEWs, officer well-being, and international trends. Along with the training opportunities, I will have the chance to learn from other attendees from around the globe, and get perspective from their experiences.

This is an especially important year for me to keep up with changes in evidence and camera technology because of rapid advancements in the field. DEMS are becoming more powerful and accessible, and I need to know how we can leverage their capabilities to make the most of our resources and keep up with our peers. My attendance will benefit on these projects:

1. Drones
2. Redaction of videos for Open Records
3. Hands on training with Q and A's for our systems

Here's an approximate breakdown of conference costs:

Airfare: \$ 400- \$600 (estimated \$450 to Phoenix Sky Harbor Airport PHX)

Transportation (between airport and hotel): estimated \$40

Hotel: (4 nights at \$199 + tax) \$ 796 + tax

Meals: Per Diem

Registration Fee: \$629 (Early Bird Pricing through January 15th \$499)

Total: \$ x,xxx

I'll be sure to submit a post-conference report that will include an executive summary, major takeaways, tips, and a set of recommendations to maximize the return on our current investments in Axon. I'd also be more than happy to share relevant information with other staff members and departments. Thank you for considering this request. I look forward to your reply.

Regards,



**Item Attachment Documents:**

12. Out-of-State Travel, Melissa Freeman, April 17 - 19, 2019, Kissimmee, FL, Public Procurement Training

**MAYOR**  
Jason Buelterman

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



**CITY OF TYBEE ISLAND**

**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**City Council Agenda Item Request**

**Council Meeting Date for Request: March 14, 2019**

**Item:** The Finance Department is seeking the City Council’s approval to allow the Purchasing\Accounting Assistant to travel out of state to Kissimmee, FL to attend a Public Procurement training offered by the National Institute for Public Procurement from April 17, 2019 to April 19, 2019.

**Description:** The Finance Department is seeking approval from the City Council allow the Purchasing/Accounting Clerk to travel out of state to Kissimmee, FL to attend a public procurement training offered by the National Institute of Procurement from April 17, 2019 to April 19, 2019, costing approximately, \$2,063.

The Employee Travel Authorization Form for the Purchasing\Accounting Clerk is included as an Attachment with this agenda item, along with the other details regarding the training.

Budget Line Item Number (if applicable):

	<b>Expenses</b>	<b>M. Freeman</b>	<b>Accounting Division</b>	<b>G/L Account Description</b>
Hotel	4/16/19 to 4/19/19	\$ 550.00	100.1512.52.3700	Travel & Related
	Per Diem	\$ 218.00	100.1512.52.3700	Travel & Related
	Conference	\$ 915.00	100.1512.52.3500	Education & Training
	Mileage	\$ 380.00	100.1512.52.3700	Travel & Related
	<b>Total</b>	<b>\$ 2,063.00</b>		

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

Submitted by: Angela Hudson, Finance Director

Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

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

March 7, 2019

Date given to Clerk of Council

## EMPLOYEE TRAVEL AUTHORIZATION FORM

<b>EMPLOYEE NAME:</b>	Melissa Freeman	<b>EMPLOYEE ID</b>	n/a
<b>DEPARTMENT</b>	Finance	<b>DEPARTURE DATE</b>	04/16/2019
<b>POSITION TITLE</b>	Purchasing\Accounting Cler	<b>RETURN DATE</b>	04/19/2019
<b>DESTINATION (City, State/Country)</b>		Kissimmee, FL USA	

**BUSINESS PURPOSE** (Check one):

Conference <input type="checkbox"/>	Legal-Law Enforcement <input type="checkbox"/>	Meeting <input type="checkbox"/>
Repair-Maintenance <input type="checkbox"/>	Training <input type="checkbox"/>	Economic Development <input type="checkbox"/>
General Expense/other <input type="checkbox"/>	Shopping <input type="checkbox"/>	Employee-exchange program <input type="checkbox"/>
		Legislator <input type="checkbox"/>
		Committee related <input type="checkbox"/>

**EXPLANATION OF TRAVEL (attach additional information as necessary)**  
 Three day public procurement training through the National Institute of Public Procurement from April 17 - 19, 2019 in Kissimmee, FL

EXPENSES	Payment Method	Est. Cost
<b>Airfare</b>	<input type="checkbox"/> Employee Reimb.	-
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
<b>Mileage (personal vehicle)</b>	<input type="checkbox"/> Employee Reimb.	380.00
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
<b>Rental Vehicle</b>	<input type="checkbox"/> Employee Reimb.	
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
<b>Other Transportation</b>	<input type="checkbox"/> Employee Reimb.	-
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	

EXPENSES	Payment Method	Est. Cost
<b>Lodging</b>	<input type="checkbox"/> Employee Reimb.	550
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
<b>Meals</b>	<input type="checkbox"/> Employee Reimb.	198
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
<b>Registration Fee</b>	<input type="checkbox"/> Employee Reimb.	915
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
<b>Other Expense</b>	<input type="checkbox"/> Employee Reimb.	20
	<input type="checkbox"/> Dept. Prepaid	
	<input type="checkbox"/> Third-party	
<b>TOTAL ESTIMATED COSTS</b>		2063.00

**Important: When applicable, complete "Authorization of Employee Expenses to be Paid by a Third-Party Organization"**

**EMPLOYEE CERTIFICATION**  
 By signing below, I certify the requested travel is appropriate and necessary for conducting official City business, and agree to comply with the City of Tybee Island's Travel Policy.

\_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
DATE

**DEPARTMENT HEAD (or Designee) AUTHORIZATION**

**APPROVED**  **DISAPPROVED**

<b>PRINTED NAME &amp; TITLE</b>			
<b>SIGNATURE</b>		<b>DATE</b>	

\*\*\*\*\*

**CITY MANAGER AUTHORIZATION for OUT-OF TOWN OR COUNTRY TRAVEL**

**APPROVED**  **DISAPPROVED**

<b>SIGNATURE</b>		<b>DATE</b>	
------------------	--	-------------	--

## Melissa Freeman

---

**From:** Registrationinfo@nigp.org  
**Sent:** Tuesday, March 5, 2019 3:09 PM  
**To:** Melissa Freeman  
**Cc:** Registrationinfo@nigp.org  
**Subject:** NIGP Seminar Confirmation



We are pleased that you will be joining us in the upcoming NIGP event. Our records indicate that you have registered for the following seminar:

**Seminar:** Introduction to Public Procurement 04/17/2019 Kissimmee, FL  
**Class Times:** Standard class times are from 8:00AM - 5:00 PM, unless noted otherwise.  
**Seminar Location:** please refer to the event webpage for class location. If the class is not listed, please contact the seminar coordinator listed in the "local information" section.

Upon completion and verification for your attendance, you will receive a certificate of attendance via email; file the certificate of participation in a safe place, as it will serve as verification of points for UPPCC certification.

If you need to cancel your registration, it must be submitted in writing by emailing [registrationinfo@nigp.org](mailto:registrationinfo@nigp.org).

NIGP Cancellation Policy: Registration and payment must be received 30 days prior to the seminar start date. After this time, registrations will be based on space availability. A full refund, less a **\$75 administrative fee** will be given for cancellations made in writing 31+ days prior to the seminar date by emailing [RegistrationInfo@nigp.org](mailto:RegistrationInfo@nigp.org). No refunds are given for cancellations received within 30 days of the seminar start date. There are no refunds for no-shows. If the seminar is cancelled for any reason, NIGP's liability is limited to the registration fee only.

NIGP transcripts are available by request from the student only. To request a copy of your transcript contact [customer care@nigp.org](mailto:customer care@nigp.org).

We look forward to your continued participation in other NIGP seminars. Over 2,000 government agencies rely on NIGP as their source of technical and educational needs. For more information, please visit the NIGP website at [www.nigp.org](http://www.nigp.org) or call 800-367-6447 (ext. 0). Best Regards,

### *NIGP Event Registration Services*

---

#### *NIGP Invoice:*

Seminar: Introduction to Public Procurement 04/17/2019 Kissimmee, FL

Registrant Name: Freeman Melissa

Billing Name: Ms. Melissa Freeman

Billing Address: Ms. Melissa Freeman Finance Administrator City of Tybee Island PO Box 2749 Tybee Island, GA 31328-2749

Invoice #: 360669

Qty	Item	Price	Discount	Taxes	Shipping	Sub-Total	Paid	Balance
1.00	Non-Member: Standard	915.00	0.00	0.00	0.00	915.00	915.00	0.00

## INTRODUCTION TO PUBLIC PROCUREMENT



In This Section ►

### OBJECTIVES

Upon successful completion of this course participants will be able to:

- Describe the roles, organization and functions of public procurement
- Explain the steps in the procurement cycle and the stakeholder relationships inherent in each step
- Demonstrate how public procurement adds value to the delivery of public services
- Describe the cultural, social, political, economic and legal environments that impact public procurement
- Demonstrate the importance of ethics and professionalism in public procurement

### DESCRIPTION

The work of public procurement is no longer a clerical function performed independently by various people throughout different agencies or departments within a government entity. This class provides an overview of the ever-changing profession by identifying fundamental concepts that affect procurement in the public sector. Practical examples, discussion, group exercises and case studies will be used throughout the course.



## INTENDED AUDIENCE

Intended for individuals interested in an overview of procurement functions for the purpose of understanding the basic elements that underlie all areas of public procurement. Any government employee who has delegated authority to purchase goods and services on behalf of the government should take advantage of this class. Discussion and content is relevant for those outside the profession who are also impacted by the public procurement environment.

## PREREQUISITES

There are no prerequisites for this class. Successful participants may either be new to the profession with less than one year of experience or be employed in various positions within the government.

## COURSE OUTLINE

### DAY 1

- Pre-test
- History and Value
- Private and Public Purchasing Organizations
- Differences
- Similarities
- Purchasing Cycle

### DAY 2:

- Legal Issues
- Ethics/Professionalism

- Contract Administration
- Organizational Structure
- Roles
- Centralized vs. Decentralized

## DAY 3:

- Planning
- Specifications
- Market Conditions
- Socio-Economic Factors
- Technology
- Federal



**FACE-TO-FACE**

3 Day Course

*Textbook provided*

SEARCH FOR AN UPCOMING COURSE

# REQUIREMENTS OF PARTICIPANTS TO RECEIVE CERTIFICATE OF COMPLETION

- Attendance at the entire course is mandatory. NIGP does not issue partial CEU credits or contact hours.
- In order to receive credit for the course, participants must pass a final assessment
- A course evaluation must be completed prior to the completion of the course.
- Students will receive the Certificate of Completion after completing the final assessment and course evaluation.

## NIGP'S COMPLETE CONTINUING EDUCATION UNITS (CEU) POLICY STATEMENT



Qualifies for Accredited Recertification



Contact Hours Classroom



Contact Hours Online



Classroom



Online

## UPPCC DOMAIN ALIGNMENT



Procurement Administration



Sourcing

- D3** Negotiation Process
- D4** Contract Administration
- D5** Supply Management
- D6** Strategic Procurement Planning

*NIGP is authorized by IACET to offer CEU Credits for this program. To learn more about IACET and CEU Credits, visit [www.iacet.org](http://www.iacet.org).*

*The instructor has no proprietary interest in the development or marketing of this seminar and no financial interest in NIGP.*

Back to Top ▲

**NIGP: The Institute for Public Procurement**

2411 Dulles Corner Park, Suite 350, Herndon, VA 20171

Phone: 703-736-8900

Toll-Free: 800-367-6447

Fax: 703-736-9644

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**Item Attachment Documents:**

14. The purpose of this agenda item is to seek the City Council's approval to amend the General Fund's fiscal year 2018-2019 operating and capital budget by re-allocating \$46,163 from the Public Works Administration's budget to Storm Water Management's budget in order to pay the contract with EOM for a storm water management employee through June 30, 2019.

**MAYOR**  
Jason Buelterman

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



**CITY OF TYBEE ISLAND**

**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**City Council Agenda Item Request**

**Council Meeting Date for Request: March 14, 2019**

**Item:** The purpose of this agenda item is to seek the City Council's approval to amend the General Fund's fiscal year 2018-2019 operating and capital budget by re-allocating \$46,163 from the Public Works Administration's budget to Storm Water Management's budget in order to pay the contract with EOM for a storm water management employee through June 30, 2019.

**Explanation:** The purpose of this agenda item is to seek the City Council's approval to amend the General Fund's fiscal year 2018-2019 operating and capital budget by transferring \$46,163 from Public Works Administration, personnel and benefits line items, to Storm Water Management Contract Labor – EOM line item. The original contract with EOM for a storm water management contract labor employee ended December 31, 2018 with an automatic renewal. EOM requires a 60 day written notification to end the contract; therefore, until EOM receives a notification to end the contract the City is required to pay the \$6,595 monthly fee. This will increase EOM's contract from \$46,163 to \$85,731 for June 30, 2018 to June 30, 2019.

**Budget Line Item Number (if applicable):**

**EXPENDITURES**

The changes in the Expenditure Budget's line items are explained below:

Department	Account Description	Account Number	Current Budget	(Expenditures)	Budget Balance	Requested		Adjusted Budget Balance
						Increase	Decrease	
<b>EXPENDITURE LINE ITEM INCREASES</b>								
Stormwater	Contract Labor -EOM	100.4250.52.3855	39,568.00	(35,721.26)	3,846.74	46,163.00		50,009.74
N/A				0.00	0.00	0.00		0.00
N/A			0.00	0.00	0.00	0.00		0.00
N/A			0.00	0.00	0.00	0.00		0.00
N/A			0.00	0.00	0.00	0.00		0.00
<b>SUBTOTAL LINE ITEM EXPENDITURE INCREASES:</b>						<b>\$ 46,163.00</b>	<b>\$ -</b>	<b>\$ 50,009.74</b>
<b>Net Change</b>						<b>\$ 46,163.00</b>		
<b>CURRENT BUDGET FOR STORMWATER MANAGEMENT:</b>						<b>\$ 353,626.00</b>		
<b>AMENDED BUDGET BALANCE 3-14-2019:</b>						<b>\$ 399,789.00</b>		

<b>EXPENDITURE LINE ITEM DECREASES</b>								
Public Works-Administration	Salaries	100.4210.51.1100	672,711.00	(419,291.52)	253,419.48	(32,163.00)	0.00	221,256.48
Public Works-Administration	Health Insurance	100.4210.51.1400	184,652.00	(106,601.11)	78,050.89	(14,000.00)	0.00	64,050.89
N/A					0.00	0.00	0.00	0.00
<b>SUBTOTAL LINE ITEM EXPENDITURE DECREASES:</b>						<b>\$ (46,163.00)</b>	<b>\$ -</b>	<b>\$ 285,307.37</b>
<b>Net Change</b>						<b>\$ (46,163.00)</b>		
<b>CURRENT BUDGET FOR PUBLIC WORKS ADMINISTRATION:</b>						<b>\$ 1,982,505.00</b>		
<b>AMENDED BUDGET BALANCE 3-14-2019:</b>						<b>\$ 1,936,342.00</b>		

Submitted by: Angela Hudson, Finance Director

Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

March 5, 2019 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

**Item Attachment Documents:**

15. Approve proposal and award project to Korkat for shade system at Jaycee Park. \$75,663.84. Line Item 322.6210.54.1100

MAYOR  
Jason Buelterman

CITY MANAGER  
Diane Schleicher

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

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: 3-14-19

Item: APPROVE PROPOSAL AND AWARD PROJECT TO KORKAT FOR SHADE SYSTEM

Explanation: AT JAYCEE PARK

TWO  
~~FOUR~~ BIDS WERE RECEIVED, ONLY KORKAT WAS COMPLETE AND RESPONSIVE.

PROPOSAL INCLUDES SHADE OVER ENTIRE PLAYGROUND AND DUGOUTS AT JAYCEE PARK.

Budget Line Item Number (if applicable): 322.6210.54.1100 TOTAL AMOUNT IS \$75,663.84.

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: Ricky Stewart

Phone / Email: \_\_\_\_\_

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

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



MAYOR  
Jason Buelterman

CITY MANAGER  
Shawn Gillen

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

CITY CLERK  
Janet LeViner

CITY ATTORNEY  
Edward M. Hughes



**CITY OF TYBEE ISLAND**

**RFP #2019-727 Playground Shade System**

**Due: 3-7-19 10:00am**

**PROPOSERS**

**AMOUNT**

KORKAT 75,663.84

GREAT SOUTHERN REC. 41,597.00 NO BID BOND  
NO VENDOR  
APP

\_\_\_\_\_  
\_\_\_\_\_  
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# Playgrounds & Site Amenities

Design. Supply. Install. Maintain.

## CITY OF TYBEE ISLAND OUTDOOR PLAYGROUND SHADING SYSTEM RFP NO. 2019-727



Lanier Plans, Inc. dba KorKat  
221 Cable Industrial Way  
Carrollton, GA 30117

Office: 770-214-9322  
Fax: 770-214-9323

SHANEL@KORKAT.COM [www.KorKat.com](http://www.KorKat.com)

**REQUEST FOR PROPOSAL  
RFP NO. 2019-727**

**OUTDOOR PLAYGROUND SHADING SYSTEM**

**RFP DUE: THURSDAY, MARCH 7, 2019 BY 10:00am**

**MANDATORY PRE-BID MEETING: FEBRUARY 21, 2019 at 10:00am**

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

SPECIAL CONDITIONS

SURETY REQUIREMENTS

RFP SPECIFICATIONS

PERFORMANCE BOND

PAYMENT BOND

CONTRACT INFORMATION

**ATTACHMENTS:** A. CONTRACTOR AFFIDAVIT; B. SUBCONTRACTOR AFFIDAVIT; C. SAVE AFFIDAVIT; D. W-9/VENDOR INFORMATION; E. PROPOSAL SHEET; F. CHECKLIST

**GENERAL INFORMATION FOR INVITATION 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 10:00am local time, on Thursday, March 7, 2019.**

**The City of Tybee Island reserves the right to reject any or all RFPs.**

**A mandatory pre-bid meeting will be held on Thursday, February 21, at 10:00am in the City Hall auditorium. 403 Butler Ave, Tybee Island, Ga. Prospective offerors will have the opportunity to visit the playground site and ask questions at that time.**

## **SERVICES TO BE PROVIDED**

The successful Offeror will perform the following work for the City:

**Provide and install a shading system for the playground equipment in Jaycee Park.**

## **SPECIFICATIONS AND REQUIREMENTS**

1. Provide material certificates that the proposed shade system is made from a material that provides 93% or more UV block.
2. Provide warranty: Submit for the city's acceptance, the manufacturer's standard warranty document executed by the authorized company official. The manufacturer's warranty is in addition to a required warranty by the city under contract documents. The warranty shall not be for less than 5 years with 10 years preferred.
3. Provide qualifications and references to document manufacture/installation company has 8 years of experience as a company (not as an individual), with other projects of the scope and scale of this project.
4. Provide a schedule for starting the project and completion. Goal is to install system in the first week of April 2019, prior to the proposed resurfacing project.

The City is seeking a proposal package for service/materials equal to or exceeding specifications set forth on the attached pages. Those not meeting these standards will be rejected. The attached material specifications become and remain a part of this RFP.

All responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, displays, schedules, exhibits and other documentation by the offerors shall become the property of the City when received. The City retains the right to use any or all ideas presented in any response to this RFP, whether amended or not. Selection or rejection of the offer does not affect this right.

**Mail or hand deliver bid to:**                    **BID NUMBER 2019-727 PLAYGROUND SHADING  
MELISSA FREEMAN  
403 BUTLER AVE  
PO BOX 2749  
TYBEE ISLAND, GA. 31328**

**Inquiries or other need for clarification in this document should be submitted no later than March 1, 2019.**

**All questions in writing to:**                    **Melissa Freeman  
mfreeman@cityoftybee.org**

## METHOD OF AWARD

The contract, if awarded, will go to the proposal deemed best for the city as determined by Mayor and City Council. The award will take into account price among other factors as specified in this RFP. The City reserves the right to award a contract to one or multiple vendors. Notice of the award recommendation will be posted on the website at [www.cityoftybee.org](http://www.cityoftybee.org) in the City Council packet.

Signature of offeror indicates understanding and compliance with attached terms and conditions and all other specifications made a part of this RFP and any subsequent award or contract. All terms, conditions and representations made in this request will become an integral part of the contract. Nothing contained within this RFP is indicative of intent by the City of Tybee Island to reimburse the offeror, in whole or in part, for any costs associated with preparation, submission, or presentation of proposals.

Instructions for preparation and submission of a RFP are contained in this RFP package. Please note that specific forms for submission of a RFP are required. RFPs must be typed or printed in ink.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document each 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:

- a. **Submission Requirements:** One original, one duplicate, 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 bid opening, and company name to the office of the above address prior to the time specified. Include the full RFP including proposal sheet, 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.
- b. **Include all requested documents, including required bond.**
- c. Include one (1) original contract that is consistent with the proposal.
- d. 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.
- e. Include a copy of the responder's current business license.
- f. All Proposals should be mailed or hand delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above. **Mailing Address and Hand Delivery: City of Tybee Island, ATTN Melissa Freeman, PO Box 2749, 403 Butler Avenue, Tybee Island, Georgia 31328. . \*\*Please note that the U.S. Postal Service does not deliver mail to our street address, only to our post office mailbox. If you are sending by mail, it is recommended that you submit your proposal via mail delivery service.**

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

## 1.3 Minimum Requirements for Proposals

- a. Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the representatives of the City shall determine whether the evidence of responsibility and ability to perform is satisfactory. The representatives of the City reserve the right to reject any or all proposals.
- b. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion.
- c. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- d. The proposer shall be an equal employment opportunity employer and shall adhere

to any applicable local, state, or federal affirmative action requirements.

- e. **Proposer must have attended the mandatory pre-proposal meeting on February 21, 2019.**
- 1.4 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.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.

- 1.11 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).
- 1.12 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.” Therefore, the successful proposer will be 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 but is only required of the successful proposer.

**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 City has acquired all necessary approvals and permits required by GDOT.
- 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: \$1,000,000 bodily injury and property damage per occurrence and 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: \$1,000,000 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.

- 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, or 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 the 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 Surety Requirements and Bonds:**

- A. Such Proposer shall post a "Bid" bond, certified check or money order made payable to the City of Tybee Island in the amount of 5% of the RFP price.
- B. Contractor(s) shall be required at the time of contract to post a payment and performance bond in the full amount of the RFP price, or, at the option of the City, other security as allowed by law in the full amount of the RFP price, if awarded the contract for the project. Such bonds are due prior to the contract execution as a guarantee that goods and service meet specifications and will be delivered per the contract. Such bonds will also guarantee quality performance of services and timely payment of subcontractors, labor, materialmen, suppliers and all others protected by the bonds.

- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by the City of Tybee Island.
- D. Contractor acknowledges that he/she shall forfeit the amount of the “Bid” Bond if he/she fails to enter into a contract with City of Tybee Island to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this RFP for the RFP amount.

**NO RESPONSES WILL BE CONSIDERED UNLESS ACCOMPANIED BY A BOND**

**3.3 Warranty Requirements:**

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

**3.4 Terms of Contract:**

- a. ONE TIME CONTRACT

**3.5 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 CRITERIA FOR EVALUATION AND AWARD**

Submitted proposals will be evaluated and scored based upon the following criteria:

<b>Criteria</b>	<b>Points Assigned</b>
Understanding of Project	25
Ability to Meet Time Frame	20
Past Experience with Similar Projects	20
Pricing	35

**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 loss from any casualty to supplies ordered hereunder, regardless of cause, shall be Seller's 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 items 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 in 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
Automobile Public Liability	\$2,000,000

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.

**CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET**

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

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

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this proposal for the RFP amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this proposal for the proposal amount, and;

Lanier Plans, Inc. dba KorKat

3/5/2019

COMPANY

DATE

  
SIGNATURE

CEO

TITLE

770-214-9322

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 A

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

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

253952  
Federal Work Authorization User Identification Number

09/19/09  
Date of Authorization

Lanier Plans, Inc. dba KorKat  
Name of Contractor

Outdoor Playground Shading System RFP#2019-727  
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.

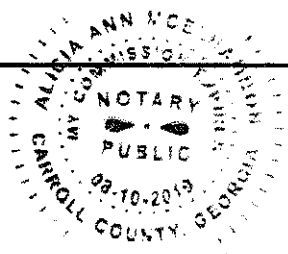
Executed on March, 5, 2019 in Carrollton (city), GA (state).

*Shane Lanier*  
Signature of Authorized Officer or Agent

Shane Lanier, CEO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5 DAY OF March, 2019.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 8/10/19



**ATTACHMENT B**

**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 C

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) KorKat 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.

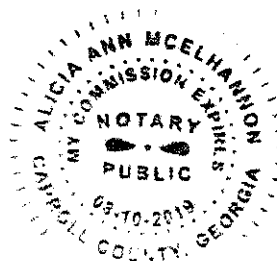
Executed in Carrollton (city), Georgia (state)

*Shane Lanier*  
Signature of Applicant

Shane Lanier, CEO  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 5 DAY OF March, 2019

*Alicia Ann McElhannon*  
NOTARY PUBLIC  
My Commission Expires: 8/10/19





ATTACHMENT D

<p><b>Form W-9</b> (Rev. October 2004) Department of the Treasury Internal Revenue Service</p>	<p><b>Request for Taxpayer Identification Number and Certification</b></p>	<p>Give form to the requester. Do not send to the IRS.</p>																																													
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Print or type See Specific Instructions on page 2.</p>	<p>Name (as reported on your income tax return) <b>Lanier Plans, Inc.</b></p> <p>Business name, if different from above <b>dba KorKat</b></p> <p>Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <b>S Corporation</b> <input type="checkbox"/> Exempt from backup withholding</p> <p>Address (number, street, and apt. or suite no.) <b>221 Cable Industrial Way</b></p> <p>City, state, and ZIP code <b>Carrollton, GA 30117</b></p> <p>List account number(s) here (optional)</p>																																														
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>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 <i>How to get a TIN</i> on page 3.</p> <p>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>																																															
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:10%; text-align: center;"> </td> <td style="width:10%; text-align: center;"> </td> <td style="width:10%; text-align: center;"> </td> <td style="width:10%; text-align: center;"> </td> <td style="width:10%; text-align: center;"> </td> <td style="width:10%; text-align: center;"> </td> <td style="width:10%; text-align: center;"> </td> <td style="width:10%; text-align: center;"> </td> <td style="width:10%; text-align: center;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">6</td> <td style="text-align: center;">1</td> <td style="text-align: center;">0</td> <td style="text-align: center;">6</td> <td style="text-align: center;">3</td> <td style="text-align: center;">6</td> <td style="text-align: center;">1</td> <td style="text-align: center;">8</td> </tr> </table>	Social security number																		or									Employer identification number									8	6	1	0	6	3	6	1	8
Social security number																																															
or																																															
Employer identification number																																															
8	6	1	0	6	3	6	1	8																																							
<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. person (including a U.S. resident alien).</li> </ol> <p>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.)</p>																																															
<p>Sign Here</p>	<p>Signature of U.S. person </p>	<p>Date <b>3/5/2019</b></p>																																													

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

shade and shelter, playgrounds, site amenities, splash pads, safety surfacing

To whom shall we direct the Purchase Order?

Contact: Rebekah Truett Email: rebekah@korkat.com

Phone# 770-214-9322 Fax# 770-214-9323

Location: 221 Cable Industrial Way, Carrollton, GA 30117

To whom shall we direct Payment?

A/R Contact: Gina Smith Email: ginas@korkat.com

Phone# 770-214-9322 Fax# 770-214-9323

Remittance Address: 221 Cable Industrial Way, Carrollton, GA 30117

Our terms are Net 30.

**ATTACHMENT E**  
**PROPOSAL SHEET**  
**PLAYGROUND SHADING SYSTEM**  
**RFP # 2019-727**

Cost of shade system with a material that provide 93% or more UV Block to shade both the existing large and small open slide equipment and the existing swing set. Contractors are expected to visit site in advance of submitting a proposal and to be responsible for understanding the scope of services and verifying the anticipated material needs for the project.

Cost of Shade System including installation over large open dual slides	<u>\$ 42,343.84</u>
Installation	<u>\$ 33,320.00</u>
<b>TOTAL PROPOSAL AMOUNT:</b>	<b><u>\$ 75,663.84</u></b>

Lanier Plans, Inc. dba KorKat (Firm)

 (Signature)

CEO (Title)

## ATTACHMENT F

## CHECKLIST FOR SUBMITTING RFP

Sign below and submit this sheet with RFP

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

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

Shane Lanier, CEO  
NAME/TITLE

Lanier Plans, Inc. dba KorKat  
COMPANY NAME

221 Cable Industrial Way  
ADDRESS

Carrollton, GA 30117  
CITY/STATE/ZIP

770-214-9322  
PHONE NUMBER

SHANEL@KORKAT.COM  
EMAIL



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Lanier Plans, Inc. dba Korkat, Inc.  
221 Cable Industrial Way  
Carrollton, GA 30117

### OWNER:

(Name, legal status and address)

City of Tybee Island, GA  
P O Box 2794, 403 Butler Avenue  
Tybee Island, GA 31322

### SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company  
6300 University Parkway  
Sarasota, FL 34240  
Mailing Address for Notices  
PO Box 71429  
Newnan, GA 30271

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

RFP No. 2019-727: Outdoor Playground Shading System, Tybee Island, GA

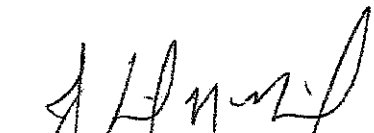
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of March, 2019.

  
\_\_\_\_\_  
(Witness)

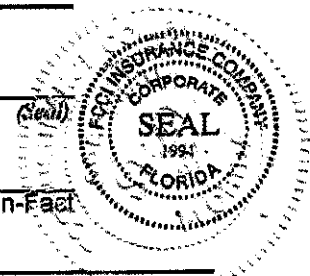
  
\_\_\_\_\_  
(Witness) J Erik MicMichael

Lanier Plans, Inc. dba Korkat, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title)

FCCI Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Michelle Deligne, Attorney-in-Fact





More than a policy. A promise.

### GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Michelle Deligne**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

**Surety Bond No.:** Bid Bond

**Principal:** Lanier Plans, Inc. dba Korkat, Inc.

**Obligee:** City of Tybee Island, GA

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest: Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company



Cina Welch  
Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso  
Notary Public

### CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 7th day of March, 2019.

Cina Welch  
Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/04/2019

**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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER <b>J Smith Lanier &amp; Co-Carrollton</b> <b>Marsh &amp; McLennan Agency, LLC</b> P. O. Box 507 Carrollton, GA 30112	CONTACT NAME: <b>Angie Morris</b>															
	PHONE (A/C, No, Ext): <b>770 834-4476</b>	FAX (A/C, No): <b>770 834-9403</b>														
	E-MAIL ADDRESS: <b>amorris@jsmithlanier.com</b>															
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Burlington Insurance Company</td> <td>23620</td> </tr> <tr> <td>INSURER B : American Builders Insurance Company</td> <td>11240</td> </tr> <tr> <td>INSURER C : Central Mutual Insurance Company</td> <td>20230</td> </tr> <tr> <td>INSURER D : Hiscox-Lloyd's Syndicate 0033</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Burlington Insurance Company	23620	INSURER B : American Builders Insurance Company	11240	INSURER C : Central Mutual Insurance Company	20230	INSURER D : Hiscox-Lloyd's Syndicate 0033		INSURER E :		INSURER F :	
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INSURER E :																
INSURER F :																
INSURED <b>Lanier Plans, Inc. DBA Korkat</b> <b>221 Cable Industrial Way</b> <b>Carrollton, GA 30117</b>																

**COVERAGES                                  CERTIFICATE NUMBER:                                  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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded:5,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>	<b>X</b>	<b>449BW44662</b>	<b>04/15/2018</b>	<b>04/15/2019</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>C</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<b>X</b>	<b>X</b>	<b>BAP889417817</b>	<b>04/15/2018</b>	<b>04/15/2019</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>A</b>	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> DED                  RETENTION \$	<b>X</b>		<b>HFF0006762</b>	<b>04/15/2018</b>	<b>04/15/2019</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
<b>B</b>	<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		<b>X</b>	<b>WCV011729709</b>	<b>12/20/2018</b>	<b>12/20/2019</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>C</b>	<b>Inland Marine</b>			<b>CLP8894179</b>	<b>04/15/2018</b>	<b>04/15/2019</b>	<b>Leased \$30,000/\$500 Ded</b>
<b>D</b>	<b>Prof Liab/E&amp;O</b>			<b>ANE219684518</b>	<b>03/17/2018</b>	<b>03/17/2019</b>	<b>\$1,000,000/Claim &amp; Aggr</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**\*\* Workers Comp Information \*\***  
**Proprietors/Partners/Executive Officers/Members Excluded:**  
**Shane Lanier**

<b>CERTIFICATE HOLDER</b>  City of Tybee Island P.O. Box 2749 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 
--	--



Lanier Plans, Inc. dba KorKat  
 221 Cable Industrial Way  
 Carrollton, GA 30117  
 770-214-9322

# Estimate

Date 3/5/2019 Estimate # 38795

## PLAYGROUNDS & SITE AMENITIES

### Name & Address for Bill To:

City of Tybee Island  
 P.O. Box 2749  
 Tybee Island, GA 31328

### Ship To

Jaycee Park  
 30 Van Horne Ave  
 Tybee Island, GA 31328

Rep	Project or PO #
MM	

Item	Description	Qty	Cost	Total
SHADE	COLUMNS FOR CUSTOM SAIL SHADE: (1) COLUMN: 12" SCH 40 @ 12' HT + 6" RECESS TO BASE PLATE. (2) COLUMNS: 14" SCH 40 - 1 @ 12' HT + 6" RECESS TO BASE PLATE. - 1 @ 19' HT + 6" RECESS TO BASE PLATE. (1) COLUMN: 16" SCH 40 @ 19' HT + 6" RECESS TO BASE PLATE. FRAME COLOR: TBD SHIPPING WEIGHT: 4,879 LBS	1	22,009.00	22,009.00T
SHADE	CANOPY FOR CUSTOM SAIL SHADE: (1) CUSTOM HYPERBOLIC CANOPY TO FIT OPENING APPROXIMATELY 49' X 33' WITH STAINLESS STEEL QUICK TENSION AND RELEASE MECHANISMS, CABLES & CLAMPS. FABRIC COLOR: TBD SHIPPING WEIGHT: 160 LBS NOTE: COLUMNS / BRACKETS MUST BE INSTALLED BEFORE FABRIC MEASUREMENTS ARE TAKEN TO ASSURE PROPER FIT	1	6,945.00	6,945.00T
	SUBTOTAL			28,954.00
DISCOUNT 15%	DISCOUNT 15%		-15.00%	-4,343.10
INSTALL-SHADE	INSTALL-SHADE	1	20,433.00	20,433.00

### Total

Phone # Fax # E-mail

770-214-9322 770-214-9323 BBlankenship@KorKat.com

Signature \_\_\_\_\_



Lanier Plans, Inc. dba KorKat  
 221 Cable Industrial Way  
 Carrollton, GA 30117  
 770-214-9322

# Estimate

Date Estimate #  
 3/5/2019 38795

## PLAYGROUNDS & SITE AMENITIES

### Name & Address for Bill To:

City of Tybee Island  
 P.O. Box 2749  
 Tybee Island, GA 31328

### Ship To

Jaycee Park  
 30 Van Horne Ave  
 Tybee Island, GA 31328

		Rep	Project or PO #	
		MM		
Item	Description	Qty	Cost	Total
SHADE	RECTANGLE HIP SHADE: 40' LENGTH X 35' WIDTH X 14' ENTRY HEIGHT. (4) COLUMNS ON BASE PLATES + 6" SURFACING AT 10"X10". RAFTERS AT Ø5.0" 7-GA WITHOUT GLIDE ELBOWS. NOTE: STAINLESS STEEL CABLE AND CLAMPS.	1	12,926.00	12,926.00T
DISCOUNT 15%	DISCOUNT 15%		-15.00%	-1,938.90
INSTALL-SHADE	INSTALL-SHADE	1	12,287.00	12,287.00
SHADE	FABRIC WITH GROMMETS: (1) CUSTOM CANOPY TO FIT OPENING APPROXIMATELY 19' X 9' WITH GROMMETS IN THE 4 CORNERS AND EVERY 6". FABRIC COLOR: TBD SHIPPING WEIGHT: 38 LBS EACH NOTE: GROMMET SPACING RECOMMENDED BY SUPERIOR RECREATION SHADE ENGINEERING, EXCEPTIONS WILL NOT BE MADE.	2	1,124.00	2,248.00T
DISCOUNT 15%	DISCOUNT 15%		-15.00%	-337.20
INSTALL-SHADE	INSTALL-SHADE	1	600.00	600.00
BOND	BOND - 5% of \$72,060.80	1	3,603.04	3,603.04T
FREIGHT	SHIPPING & HANDLING	1	1,232.00	1,232.00
	NOTE: PERMITTING IS NOT INCLUDED IN THIS ESTIMATE			
	NOTE: ENGINEERED DRAWINGS WITH A SEAL ARE NOT INCLUDED IN THIS ESTIMATE BUT CAN BE PURCHASED AT AN ADDITIONAL COST			

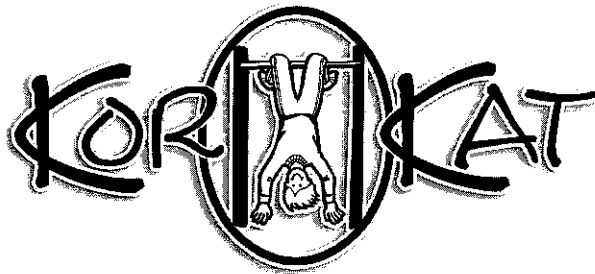
### Total

Phone # Fax # E-mail

770-214-9322 770-214-9323 BBlankenship@KorKat.com

Signature \_\_\_\_\_





PLAYGROUNDS & SITE AMENITIES

Lanier Plans, Inc. dba KorKat  
 221 Cable Industrial Way  
 Carrollton, GA 30117  
 770-214-9322

# Estimate

Date 3/5/2019 Estimate # 38795

**Name & Address for Bill To:**

City of Tybee Island  
 P.O. Box 2749  
 Tybee Island, GA 31328

**Ship To**

Jaycee Park  
 30 Van Horne Ave  
 Tybee Island, GA 31328

		Rep	Project or PO #	
		MM		
Item	Description	Qty	Cost	Total
	KORKAT CONTACT MEGHAN MCDONALD 912-230-7942 meganm@korkat.com			
	Total sales tax calculated by AvaTax		0.00	0.00
	Select this as a transaction's tax to use AvaTax			0.00

Prices quoted are good for 15 days and are subject to total purchase, except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install.

Please note that a 50% deposit is required at time of order if installation is included. 100% payment is due at time of order for all equipment only purchases. Municipalities and schools are exempt from deposits with a valid purchase order.

Phone # 770-214-9322 Fax # 770-214-9323 E-mail BBlankenship@KorKat.com

**Total** \$75,663.84

**Signature** \_\_\_\_\_

## QUALIFICATIONS & EXPERIENCE

Founded in 2003, KorKat's success is reflected in three primary commitments:

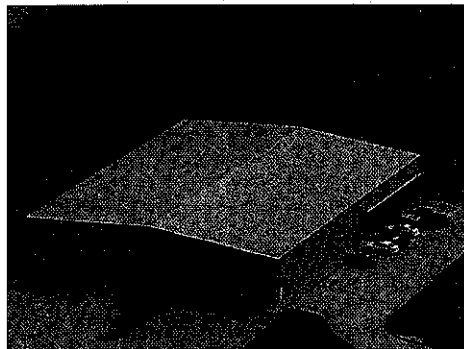
- To provide remarkable customer service
- To be an accurate and reliable consultant on any playground endeavor you undertake
- To offer the highest safety standards in the industry

Shane Lanier is the acting President and Owner of KorKat. He has been in the playground industry for the past 24 years. He and his staff have a combined total of 130 years of experience. With over 21 sales representatives across the southeast, KorKat takes pride in handling the needs of any playground, school, park, etc. Shane was a designer/engineer for a recreation equipment manufacturer for 10 years before incorporating KorKat.

KorKat is all about the children; in fact, the KorKat name was inspired by Shane's daughters, Korin and Katie.

The City of Tybee Island will have a motivated and high-energy KorKat Playground Consultant who is a Certified Playground Safety Inspector dedicated to ensure your project is processed and installed smoothly with turn-key service. Not only will your Playground Consultant work closely with your purchasing department, she will also have a supporting team of employees at the KorKat office to assist with each step of the process. KorKat takes pride in our office, warehouse, and in-house install staff. We work together to ensure that each customer has many different members to turn to for each step of the job. Whether we are compiling an owner's manual, working with pay applications, providing instructions for our CPSI certified installers, or assisting with a bid, the office team will always be accessible for assistance.

The office team (like the sales representatives) include design members, purchasers, estimators, and executive staff that are all certified in CPSI training. This allows many different staff members to combine their knowledge for each custom playground. The office and warehouse staff work closely with our manufacturers to guarantee that each phase is carefully planned out to assure there are minimal complications that could delay the project. We even have a logistics team to maintain the control of delivery by utilizing our 20,000 square foot warehouse as a holding facility. All equipment is received at KorKat and shipped to the site at one time for off-loading by our in-house install teams.



KorKat is licensed locally in Carrollton, Georgia with their Certificate of Occupancy. It does not stop with local licensing as we are also licensed in the state of Georgia and hold all of the necessary requirements to conduct business in Georgia as an "S Corporation". All specialty licenses including our General Contractors License are held by KorKat. In fact KorKat holds licensing for the states of Florida, Alabama, Tennessee and Kentucky. KorKat is compliant with E-Verify and knowledgeable of the Homeland Security's Memorandum of Understanding. KorKat also carries the necessary requirements in insurance that include General Liability, Workman's Comp, Auto and an Umbrella policy for many owners and contractors nationwide. We have never failed to be compliant with any customer's requirements. We shall also comply with the Special Requirements as laid out in Section 2.11.3 Point H of this bid.

KorKat is a stable small business in Georgia providing customers with outstanding service and part of this service is due to the fact that our manufacturer builds the playgrounds in the state of Georgia. This allows customers like Chatham County to support local businesses from the state of Georgia and more importantly support U.S.A. manufacturers.





PLAYGROUNDS & SITE AMENITIES

## Shade References

**Project Name:** University of West Georgia

**Construction Cost:** \$63,000

**Location:** Carrollton, GA 30118

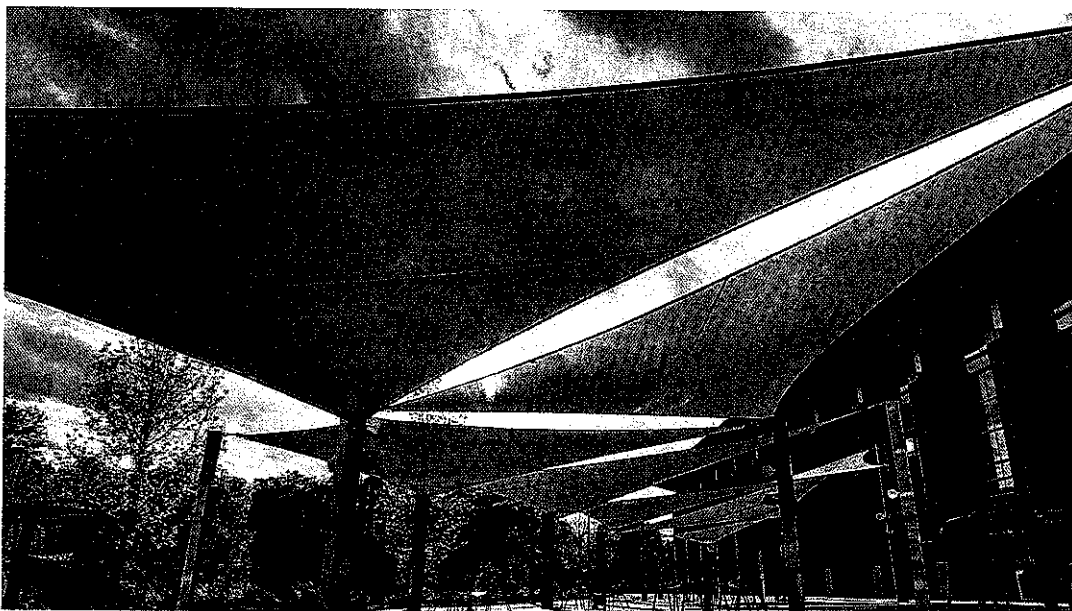
**Reference Contact Name:** Lindsey Robinson

**Phone:** 678-839-5195

**Email:** [lindseyr@westga.edu](mailto:lindseyr@westga.edu)

Carrollton, Georgia

The popular 131,000 square foot Campus Center at the University of West Georgia (UWG) is home to many amenities including indoor basketball courts, a climbing wall, event ballrooms, and a large outdoor patio. Overlooking UWG's Love Valley, the outdoor patio at the Campus Center features 5 of Superior's Hyperbolic Sail Shades and 2 Standard Sail Shades. Students can now enjoy the large shaded space for studying, dining, or hosting events. This shade was engineered to include electrical outlets in the posts. Additionally, the university installed a lighting system.



**Project Name:** Zoo Atlanta  
**Construction Cost:** \$200,000  
**Location:** Atlanta, Georgia 30315  
**Reference Contact Name:** Chris Estes  
**Phone:** 404-275-1934  
**Email:** [cestes@zooatlanta.org](mailto:cestes@zooatlanta.org)

Atlanta, Georgia

Zoo Atlanta's shade projects have been extensive, and they are continuing to add shade for their guests and animal exhibits. Korkat provided the splash pad seen below as well as the seating and shade. The splash pad shape and available space called for a custom shade design. It was placed to maximize shading the southern side and spans half of the pad. The custom shade employs a hanging cantilever with suspended sails. Without the shade, the use of the water park would've been limited but the unintrusive design allows for year-round utilization of the space. The location is now iconic and forever associated with Zoo Atlanta.



**Project Name:** Tidal Wave Auto Spa  
**Construction Cost:** \$150,000  
**Location:** Multiple Sites  
**Reference Contact Name:** Alyson Ford  
**Phone:** 706-647-0414  
**Email:** [Alyson@tidalwaveautospa.com](mailto:Alyson@tidalwaveautospa.com)

Greensboro, South Carolina

Tidal Wave Auto Spa has contracted the services of Korkat to provide versatile shade designs accommodating the unique needs of their many sites. Our ability to understand our customer's needs and offer creative solutions has resulted in a long-standing relationship. Some designs are engineered to conceal vacuums, coin operated machinery and dispensers. Often the installations require large footer casings to protect the posts from cars and multiple, two-sided domes. Shown below is a hanging cantilever shade with a hip end frame. This design is popular because it adds height to the structure and compliments the architectural features of their many locations while providing excellent UV and heat protection.





NO: 000791

# OCCUPATION TAX CERTIFICATE

DATE: 1/22/2019

RECEIVED OF: LANIER PLANS INC DBA KORKAT

IN CONSIDERATION OF WHICH IS REQUIRED BY THE CITY OF CARROLLTON  
OCCUPATION TAX ORDINANCE, CODE OF ORDINANCES OF THE CITY.

NAME OF OWNER/MANAGER: SHANE LANIER

LOCATION AT: 221 CABLE INDUSTRIAL WAY 770-214-9322

TYPE CODE: CARPENTRY WORK, CONT

THIS CERTIFICATE EXPIRES ON: 12/31/2019

WITNESS MY HAND AND SEAL OF THE CITY  
THE DAY AND YEAR ABOVE WRITTEN

*James O. Lippitt*   
CITY CLERK

OCCUPATION TAX CERTIFICATE IS NON-TRANSFERRABLE  
ORDINANCES NOW IN FORCE OR WHICH MAY BE ENACTED HEREAFTER

SHANE LANIER  
LANIER PLANS INC DBA KORKAT  
221 CABLE INDUSTRIAL WAY  
CARROLLTON GA 30117

# **E-Verify** Employment Eligibility Verification

### Case Administration

- [Initial Verification](#)
- [View Cases](#)

### User Administration

- [Change Password](#)
- [Pwd Challenge Q&A](#)
- [Change Profile](#)

### Site Administration

- [Add User](#)
- [View Users](#)
- [Maintain Company](#)
- [Terminate Company Participation](#)

### Reports

- [View Reports](#)

### Company Information

**Company Name:** Lanier Plans, Inc. dba Korkat, Inc. [View/Edit](#)

**Company ID Number:** 253952

#### Physical Location:

**Address 1:** 221 Cable Industrial Way

**Address 2:**

**City:** Carrollton

**State:** GA

**Zip Code:** 30117

**County:** CARROLL

#### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

**Employer Identification Number:** 861063618

**Total Number of Employees:** 5 to 9

**Corporate / Parent Company:** Lanier Plans, Inc.

#### Organization Designation:

**Employer Category:** None of these categories apply

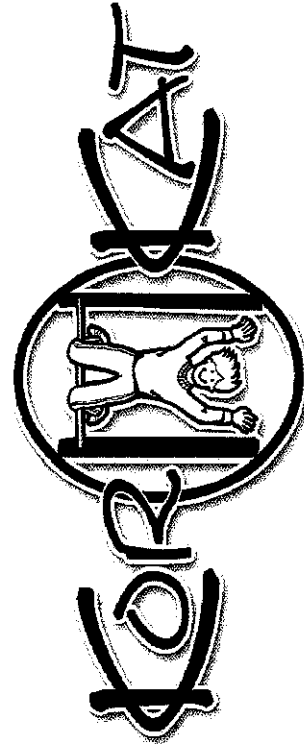
**NAICS Code:** 238 - SPECIALTY TRADE CONTRACTORS [View/Edit](#)

**Total Hiring Sites:** 1 [View/Edit](#)

**Total Points of Contact:** 2 [View/Edit](#)



PROJECT SCHEDULE	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
Contracts and Deposits-Final Colors														
Ordering Phase														
<b>Manufacturing Phase</b>														
Playgrounds														
Shades & Shelters														
Shade & Shelters with Engineere Drawings														
Amenities														
Special Custom Products														
<b>Delivery and Install</b>														
Playgrounds														
Shades & Shelters														
Shade & Shelters with Engineere Drawings														
Amenities														
Special Custom Products														
Surfacing Combined with Install Above														



**PLAYGROUNDS & SITE AMENITIES**

221 Cable Industrial Way, Carrollton, GA 30117  
770-214-9322 Fax 770-241-9323

**KorKat Representative:**  
**Meghan McDonald**  
**912-230-7942**  
**MeghanM@KorKat.com**

**CERTIFICATE of ACHIEVEMENT**

THIS ACKNOWLEDGES THAT

**Lanier Plans, Inc. dba KorKat**

HAS SUCCESSFULLY COMPLETED THE

**SRP CERTIFIED INSTALLER PROGRAM**

Sharon McGinire  
SHARON MCGINIRE National Partner Manager



## Superior Recreational Products Warranty

### Limited Warranty: Product

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, and has been subjected only to normal use and exposure.

- Lifetime\* Warranty on playground steel and recycled posts, all stainless steel hardware, c-line fittings, and aluminum post caps
- 15-Year Limited Warranty on playground pipes, rungs, loops and rails, roto-molded plastics, HDPE plastic sheets, punched steel decks, and recycled decks
- 20-Year Limited Warranty on Steel Shade Structures
- 10-Year Limited Warranty on Shelter Structures
- 10-Year Limited Warranty on Shade Fabric
- 5-Year Limited Warranty on Site Amenities, cables, and nets
- 1-Year Limited warranty on moving parts and materials not covered above

The Limited Warranty excludes abnormal conditions, contingent liability, cosmetic defects such as scratches, dents, marring, stripping, peeling, or fading; damage due to incorrect installation, vandalism, misuse, accident wear and tear from normal use; exposure to extreme weather, immersion in salt or chlorine water, damage due to sand, salt spray, or other abrasive and corrosive material; unauthorized repair or modification, abnormal use, or lack of maintenance. The warranty does not cover damages due to "acts of God" such as hail, flooding, lightning, tornadoes, sand storms, shifts of terrain, earthquakes, mudslides, and windstorms.

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If product has shade fabric and installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

In the unlikely event of failure, SRP reserves the right to alter the design, color, or contributing factors to rectify the condition and help prevent any future reoccurrence(s). SRP has the option to repair or replace any defect in materials.

The warranty is void if any changes, modifications, additions, or attachments are made to the product without the written consent of the manufacturer.

No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the top part of a shade structure unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be void.

SRP excludes any implied warranty of merchantability, fitness, or purpose, and there are no warranties which extend beyond the description of the face hereof. Under no circumstances will SRP be responsible for any indirect, special, consequential, incidental, or liquidated damages due to breach of warranty and such damages are specifically excluded from the warranty.

The owner shall notify SRP with original Sales Order Number issued from SRP to arrange for an inspection within 30 days after discovery of any defect under this warranty and before any alteration or repair is made or attempted. This Limited Warranty shall be null and void if the owner makes any alterations in design.

This warranty is the only express warranty given by the company. No person has authority to change or add to these obligations and liabilities. The company reserves the right to determine whether the fault is caused by faulty workmanship, material, or the part that is defective.

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#### **Limited Warranty: Powder Coat**

Superior Recreational Products offers a 5-year Limited Warranty for powder coating to the original purchaser. This Limited Warranty is for factory applied finish only. Damage occurring from shipping, erection, vandalism, accidents, or field modification is not covered in this limited warranty and will require field touch-up immediately and periodically thereafter. The owner must report any defect in powder coat at the time the installation is completed. Not covered by this Limited Warranty are acute angles, welds, and end plates.

The Limited Warranty for powder coating provides the following after a 5-year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a  $\Delta E$  of  $<7.5$  units for high chroma colors (yellows, reds, oranges, etc.) and a  $\Delta E$  of  $<5.0$  units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

#### **Stainless Steel Series Powered by Playdale Playgrounds**

Playdale Playgrounds warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with the published specifications. The warranty shall commence on the date of the invoice and terminate at the end of the period on the full warranty statement. The warranty is valid only if the products are installed properly and in conformance of the specifications, installation guides, Playdale Playgrounds design layout, and properly maintained in accordance with the maintenance schedule provided within the installation instructions.

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Playdale Playgrounds reserves the right to accept or reject any claim in whole or in part. Playdale Playgrounds will not accept the return of any product without prior approval by Playdale management.

**Traditional Steel Frame Shade Structures**

Thread shall be 100% expanded PTFE fiber that is high strength and low shrinkage, which carries a 10- year warranty. This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather, and water. All other warranties are disclaimed.

SRP fabrics carry a 10-year limited manufacturer’s warranty from the date of delivery against failure from significant fading\*\*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, SRP will manufacture and ship new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

*\*\*The colors red and yellow are warranted against significant fading for only two years. If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.*

Fabric curtains, valences, or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by SRP or its agents.

This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism, or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

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All fabric tops are warranted for sustained winds up to 76mph (Hurricane Force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season."

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces, or ridge beams, or if the fastening apparatus or canopy are not secured accordingly.

The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions. Workmanship is warranted for a period of five years.

Structures are warranted for winds up to 90 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer.

This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

#### **Aluminum and Steel Frame Waterproof Umbrellas**

Although all aluminum and steel frame waterproof umbrellas are designed to withstand high wind speeds and have been engineered/tested in wind speeds which exceed 70 mph, SRP does not recommend or warrant the deployment or use of any collapsible umbrella in wind conditions which exceed 45 mph unless where specifically designated and approved in writing by qualified SRP engineers. Horizon umbrellas outfitted with SRP's additional

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bracing supports will be warranted for wind conditions up to 60 mph and 3-second wind gusts. SRP's warranty will only cover umbrellas that have been properly secured (installed according to manufacturer's installation instructions with a level canopy and plum column) to an approved footer or other approved mounting system. SRP recommends that all retractable umbrellas be securely closed when not in use.

SRP's Cabanas are designed to withstand high wind speeds and have been engineered/ tested in wind speeds which exceed 90 mph. However, SRP does not recommend the use of any Cabana in wind conditions which exceed 75 MPH unless where specifically designated and approved in writing by qualified SRP engineers. SRP's warranty will only cover Cabanas that have been properly secured to an approved footer or other mounting system.

**Waterproof Hypar, Wavecrest, Panorama, and Custom Structures**

SRP's fixed waterproof structures are warranted for sustained winds up to 76 mph (Hurricane Force 1) and for gusts of up to 3 seconds duration and up to 90 mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/ or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season." SRP will only warranty products which are properly secured to a footer according to engineering drawings or approved anchoring system.

Further, SRP will not cover any damage to any umbrella frame, canopy, shade, or base device which occurs as a result of contact with the ground or any other foreign object including damage which occurs as a result of sudden and severe weather events or other extreme acts of nature.

Please contact SRP directly if requesting products and mounting foundations to be warranted in sustained wind conditions which exceed the stated warranties per each model.

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Page 135



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### **Pricing Policy**

All prices are F.O.B. factor and do not include freight, installation, shipping and handling, surfacing, or applicable taxes. All prices listed were current at the time of printing and in U.S. currency. Prices are subject to change without notice.

### **Cancellation and Return Policy**

To view our return policy, please visit [superiorrecreationalproducts.com/returns](http://superiorrecreationalproducts.com/returns). For information on Return Material Authorizations please call 1.800.327.8774.

### **Shipping Policy**

To view our shipping policy, please visit [superiorrecreationalproducts.com/shipping](http://superiorrecreationalproducts.com/shipping). For information any further information please call 1.800.327.8774.

*\*For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship. This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, or fading or weathering and normal wear and tear. This warranty is valid only if the structures are installed in conformity with instructions provided by Superior Recreational Products using approved Superior Recreational Products parts. Superior Recreational Products will deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for labor or the labor costs of replacement. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.*

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# SHADE

BY SUPERIOR RECREATIONAL PRODUCTS

## Shade Structure Material Specifications

### FABRIC SPECIFICATIONS

- Shade fabric is made of UV stabilized cloth manufactured by ALNET or approved equal.
- The high density polyethylene material shall be manufactured with tensioned fabric structures in mind.
- The fabric knit is to be made using monofilament and tape filler which has a weight of 9.38 to 10.32 oz. sq. yd. Material to be Rachel-knitted to ensure material will not unravel if cut.
- Burst strength of 828 lbf (ASTM 3786).
- Cloth meets fire resistance tests as follows:

Alnet Extra Block: California State Fire Marshall Reg. #F-93501

Others: NFPA 701-99 (Test Method 2) and ASTM E-84

### FABRIC PROPERTIES

STRETCH	STENTORED
Tear Tests (lbs/ft)	WARP 44.8 WEFT 44
Burst Tests (lbs ft)	828
Fabric Weight (oz/sqFT)	avg 1.02 to 1.07
Fabric Width	9'-10"
Roll Length	150'
Roll Size	63" x 16.5"
Weight	120 lbs.
Life Expectancy	10 years
Fading	Minimum fading after 6 years, 3 years for red and yellow
Temperature	-77 degrees
Maximum Temperature	+167 degrees

Continued on Page 2

- Shade protection and UV screen protection factors are as follows:

**SHADE PROTECTION AND UV BLOCK OUT**

Color	Shade Cover	UVR Block Out
True Blue	93%	89%
Beige	97%	87%
Forest Green	96%	94%
Sun Blaze	94%	91%
Silver	95%	93%
Black	98%	97%
River Gum Green	95%	92%
Sky Blue	95%	94%
Navy Blue	96%	95%
Turquoise	94%	94%
Yellow	76%	94%
Cream	74%	92%

**THREAD**

- Shall be 100% expanded PTFE fiber which carries a 10 year warranty that is high strength and low shrinkage.
- Shall have a wide temperature and humidity range.
- Abrasion resistant and UV radiation immunity.
- Shall be unaffected by non-hydrocarbon based cleaning agents, acid rain, mildew, chlorine, saltwater, and pollution.
- Lockstitch thread - 1200 Denier or equal.
- Chain stitch thread - 2400 Denier or equal.

**STEEL TUBING**

- All fabricated steel must be in accordance with approved shop drawings and calculations.
- All steel is cleaned, degreased or etched to ensure proper adhesion of Superdurable powder coat in accordance with manufacturer's specifications.
- All Steel used on this project needs to be new and accompanied by the mill certificates if requested. Structural steel tubing up to 5"-7 gauge shall be galvanized per Allied Steel FLO-COAT specifications. Schedule 40 black pipe fabrications shall be sand-blasted and primed as described below.
- All non-hollow structural shapes comply with ASTM A-36, unless otherwise noted.
- All hollow structural steel shapes shall be cold formed HSS ASTM A-53 grade C, unless otherwise noted.
- Plate products shall comply with ASTM A-36.

**SUPERDURABLE POWDER COATING & PRIMING**

- All non-galvanized steel shade to be sand-blasted and primed prior to Superdurable powder coating using reclaimable blast media in a mixture of GL50 & GL80 Steel Grit.
- All non-galvanized steel must be coated with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp. E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.

- Welds shall be primed with rust inhibiting primer prior to applying the Superdurable powder coat. Primer shall be Marine Grade Cardinal Industrial Finishes Corp E396-GR1372 epoxy Superdurable powder coating semi-gloss smooth zinc rich primer.
- All steel parts shall be coated for rust protection and finished with a minimum 3.5 mil thick UV-inhibited weather resistant Superdurable powder coating.
- Powder used in the Superdurable powder coat process shall have the following characteristics:

**CHARACTERISTICS**

N.3.1	Specific Gravity	1.68+/-0.05
N.3.2	Theoretical Coverage	114+/- 4 ft 2/lb/mil
N.3.3	Mass Loss During Cure	<1%
N.3.4	Maximum Storage Temperature	75° F

- Superdurable powder coating shall meet the following tests:

**TESTS**

ASTM	Gloss at 60 Degree	85-95
HOI TM 10.219	PCI Powder Smoothness	7
ASTM D2454-91	Over-Bake Resistance Time	200%
ASTM D3363-92A	Pencil Hardness	H-2H
ASTM D2794-93	Dir/Rev Impact, Gardner	140/140 in/lbs
ASTM D3359-95B	Adhesion, Cross Hatch	5B Pass
ASTM D522-93A	Flexibility Mandrel	¼" dia. No fracture
ASTM B117-95	Salt Spray	1,000 hours
UL D1OV2	Organic Coating Steel Enclosures, Elect Eq.	Recognized

- Application criteria:

**APPLICATION CRITERIA**

N.5.1	Electrostatic Spray Cold	Substrate:0.032 in, CRS
N.5.2	Cure Schedule	10 minutes at 400° F
N.5.3	Pretreatment	Bonderite 1000
N.5.4	Film Thickness	3.5 Mils

**WELDING**

- All shop welds shall be executed in accordance with the latest edition of the American Welding Society Specifications.
- Welding procedures shall comply in accordance with the AWS D1.1-AWS Structural Welding Code-Steel.
- All welds to be performed by a certified welder. All welds shall be continuous where length is not given, unless otherwise shown or noted on drawings.
- All welds shall develop the full strength of the weaker member. All welds shall be made using E70xx.035 wire.
- Shop connections shall be welded unless noted otherwise. Field connections shall be indicated on the drawings. Field welded connections are not acceptable.
- All fillet welds shall be a minimum of ¼" unless otherwise noted.
- All steel shall be welded shut at terminations to prevent internal leakage.

- Internal weld sleeving is not acceptable.
- On-site welding of any component is not acceptable.

**SEWING**

- On-site sewing of a fabric will not be accepted.
- All corners shall be reinforced with extra non-tear cloth and strap to distribute the load.
- The perimeters that contain the cables shall be double lock stitched.

**INSTALLATION HARDWARE**

- Bolt and fastening hardware shall be determined based on calculated engineering loads.
- All bolts shall comply with SAE-J429 (Grade 8) or ASTM A325 (Grade BD). All nuts shall comply with ASTM F-594, alloy Group 1 or 2.
- Upon request, Stainless Steel hardware shall comply with ASTM A-304.
- 1/4" galvanized wire rope shall be 7x19 strand with a breaking strength of 7,000 lbs. for shades generally under 575 sq. ft. unless requested larger by the customer. For shades over 575 sq. ft., cable shall be 5/16" with a breaking strength of 9,800 lbs. Upon request, 1/4" Stainless Steel wire rope shall be 7x19 strand with a breaking strength of 6,400 lbs. 5/16" Stainless Steel wire rope shall be 7/19 strand with a breaking strength of 9,000 lbs.
- All fittings required for proper securing of the cable are hot dipped galvanized.

**CONCRETE**

- Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318 unless specified by the governing municipality.
- Concrete specifications shall comply in accordance with, and detailed as per plans as follows:
  1. 28 Days Strength  $F'_c = 2500$  psi
  2. Aggregate: HR
  3. Slump: 3-5
  4. Portland Cement shall conform to C-150
  5. Aggregate shall conform to ASTM C-33
- All reinforcement shall conform to ASTM A-615 grade 60.
- Reinforcing steel shall be detailed, fabricated and placed in accordance with the latest ACI Detailing Manual and manual of Standard Practice.
- Whenever daily ambient temperatures are below 80° Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (see table).

- The contractor shall not pour any concrete when daily ambient temperature is below 55° Fahrenheit.

**TEMPERATE**

<b>Temperature Range</b>	<b>% Accelerator</b>	<b>Type Accelerator</b>
75-80°	1%	High Early (non calcium)
70-75°	2%	High Early (non calcium)
Below 70°	3%	High Early (non calcium)

**FOOTINGS**

- All anchor bolts set in new concrete shall be ASTM A-307, or ASTM F-1554 if specified by engineer.
- All anchor bolts shall be zinc plated unless specified otherwise.
- Footing shall be placed in accordance with and conform to engineered specifications and drawings.

# Commercial 95<sup>TM</sup>

**Product Profile** **Shadecloth Range**



Rev.7 10/08

**Product Description**

Commercial 95<sup>TM</sup> is a high quality knitted shade fabric supplied in bulk rolls, designed for tension structures, awnings and shade covers specifically for commercial architectural applications.

**Material**

Yarn UV stabilised HDPE  
Construction Monofilament & tape  
Pattern Lock-stitch knitted  
Temperature range -22°F to +167°F

**Features**

Strong HDPE fabric won't rot or absorb moisture. Stentered (heat-set) to reduce shrinkage and for ease of fabrication.  
10 year UV degradation warranty on fabric.  
Engineered in Australia to meet the harsh climate.

**Usage Instructions**

Do not use against flames.  
Contact with organic solvents, halogens or highly acidic substances may reduce the service life of the fabric and void the warranty.  
Biaxial elastic material properties available on request.

**Properties**

Nominal fabric mass 10 ½ oz/sq. Yd  
(ASTM D3776-1985) (340 gsm)  
Approximate thickness 63 mils

**Performance**

Tensile Strength - Warp 240 lbs  
Elongation at break 142 %  
Tensile Strength - Weft 535 lbs  
Elongation at break 60%  
(ASTM D5034-1995 – grab test)  
Tongue Tear – Warp avg 49 ¾ lbs  
Tongue Tear – Weft avg 54 ½ lbs  
(ASTM D2261-19996)  
Trapezoidal Tear – Warp avg 85 ½ lbs  
Trapezoidal Tear – Weft avg 190 ½ lbs  
(ASTM D5587-2003)  
Bursting Pressure (mean) 508 psi  
(ASTM D3786-2001)  
Bursting Force (mean) 457 lbf  
(ASTM D3787-2001)

**Flammability**

Tested to AS 1530 Part 1 & 2  
Tested to NFPA 701-99 Method 2  
Tested to ASTM E84-00

data available on request

Colour	Code	Nom Width	Length	Cover Factor	Shade Factor	Av % Trans	Av. UVR Trans	Av. PAR Trans	% UVR Block	UPF Rating	UPF Mean
Aquatic Blue	444938	9' 10" (folded)	54 ¾ Yd	96.8%	90.2	9.8%	6.4%	11.2%	93.6%	15.0	32.2
Black	444945			98.2%	97.4	2.6%	2.7%	97.4%	35.0	59.8	
Brunswick Green	444952			96.2%	93.9	6.1%	4.9%	6.3%	95.1%	15.0	32.6
Charcoal	444969			94.7%	94.2	5.8%	5.3%	5.8%	94.7%	11.4	23.2
Cherry Red	444976			90.1%	75.3	24.7%	10.7%	22.4%	89.3%	8.8	12.1
Desert Sand	444983			94.0%	85.0	15.0%	3.6%	16.1%	96.4%	10.0	20.3
Deep Coble	444990			95.1%	91.3	8.7%	5.6%	8.5%	94.4%	12.1	26.3
Natural	445003			97.9%	74.3	25.7%	3.2%	30.1%	96.8%	35.0	62.4
Navy Blue	445010			96.2%	94.4	5.6%	4.8%	5.7%	95.2%	14.7	33.3
Rivergum Green	445027			94.7%	85.0	15.0%	7.7%	15.6%	92.3%	12.6	20.8
Sky Blue	445034			95.2%	90.4	9.6%	6.2%	9.9%	93.8%	16.0	21.3
Steel Grey	445041			95.6%	88.4	11.6%	7.0%	12.3%	93.0%	13.1	26.1
Terracotta	445058			93.0%	87.4	12.6%	9.0%	12.1%	91.0%	10.1	15.4
Turquoise	445058			94.0%	90.0	10.0%	5.7%	11.7%	94.3%	11.9	18.0
Yellow	445072			98.3%	77.2	22.8%	2.9%	25.0%	97.1%	45.0	71.3

Approx. roll weight: 122 lbs  
Approx. roll diameter: ~ 16"  
Core diameter: ~ 1 ½"

Tested according to AS 4174 Synthetic Shadecloth  
Av. % Transmis. = Average % Transmission within the 290-770nm spectrum  
Av. UVR Transmis. = Average % Transmission within the 290-400nm spectrum  
Av. PAR Transmis. = Average % Transmission within the 408-770nm spectrum  
UPF (Ultraviolet Protection Factor)  
UPF (Rating) = actual rating assigned to material tested, inc standard deviation.  
UPF (Mean) = average of UPF values tested, excludes standard deviation.

The above results are typical averages from independent testing and quality assurance testing and are not to be taken as a minimum specification nor as forming any contract between Gale Pacific and another party. Due to continuous product improvement, Product Profiles are subject to alteration without notice.  
Notice: As the use and disposal of this product are beyond Gale Pacific's control, regardless of any assistance provided without charge, Gale Pacific assumes no obligation or liability for the suitability of its products in any specific end use application. It is the customer's responsibility to determine whether Gale Pacific's products are appropriate for the specific application and complies with any legal & patent regulations.

**FOR MORE INFORMATION — PLEASE CONTACT:**

Australia	Gale Pacific Ltd. PO Box 892, Braeside, Victoria, 3195	Phone +61 3 9518 3399	Fax +61 3 9518 3398
NZ	Gale Pacific (NZ) Ltd. PO Box 15118 Aranui, Christchurch	Phone +64 3 373 9500	Fax +64 3 373 9501
UAE	Gale Pacific FZE. PO Box 17696, Jebel Ali, Dubai	Phone +971 4 881 7114	Fax +971 4 881 7167
USA	Gale Pacific Inc. PO Box 951509, Lake Mary, Florida, 32795-1509	Phone +1 407 333 1038	Fax +1 407 333 7716

## Shade Warranty

### GENERAL CONDITIONS

The warranty set forth shall be the purchaser's sole and exclusive warranty. All warranties below are effective from the date of delivery by Superior Shade, its subsidiaries, or agents. Superior Shade reserves the right to repair or replace any item covered by this warranty.

- This warranty will be void if the structures are not paid for in full. The warranty is void if the structures are not installed in strict compliance with the manufacturer specifications.
- Purchaser shall notify Superior Shade or its agent in writing detailing any defect for which a warranty claim is being made.
- Superior Shade shall not in any event be liable for indirect, special, consequential or liquidated damages.
- Superior Shade specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures or fabric without the written consent of the manufacturer.
- No signs, objects, ornaments, fans, lights, fixtures or decorations may be hung from the top part of the structure, unless specifically designed and engineered by the manufacturer. These items may interfere with the fabric causing the warranty to be voided.
- 1 year limited warranty on all moving parts and any item not specifically listed above.

### THREAD

Thread shall be 100% expanded PTFE fiber that is high strength and low shrinkage, which carries a 10 year warranty. This warranties that the sewing thread will be free from defects in material and workmanship and will not be damaged by exposure to sunlight, weather and water. All other warranties disclaimed.

### FABRIC

Superior Shade fabrics carry a ten-year limited manufacturer's warranty from the date of delivery against failure from significant fading\*, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, Superior Shade will manufacture and ship a new fabric at no charge for the first six years, thereafter pro-rated at 18% per annum over the last four years.

*\*The colors Red and Yellow are warranted against significant fading for only two years.*

If the corners of the fabric are equipped with both holes in the fabric corner PLUS reinforcing straps, BOTH the strap and fabric hole must be placed over each corner hook or the fabric warranty is void.

Fabric curtains, valences or flat vertical panels are not covered under the warranty.

Fabric is not warranted where it is installed on a structure that is not engineered and built by Superior Shade or its agents.

This warranty shall be void if damage to or failure to the shade structure is caused by contact with chemicals, chlorine, bleaching agents, hydrocarbons or hydrocarbon containing solvents, misuse, vandalism or any act of God, including but not limited to wind in excess of the wind limitations set forth below.

All fabric tops are warranted for sustained winds up to 76mph (hurricane force 1) and for gusts of up to 3 seconds duration up to 90mph. Removal of the shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off season".

These structures have been designed to eliminate any friction between the rafters and the fabric. The warranty will, therefore, be voided if any modification (temporary or permanent) is made to the rafter, cross pieces or ridge beams, or if the fastening apparatus is not secured accordingly.

Superior Shade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. The company does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason it may determine, without recourse by the owner of the discontinued fabric color.

## **STEEL STRUCTURE**

The structural steel frames are covered for a period of twenty years against failure due to rust-through corrosion under normal environmental conditions. Workmanship is warranted for a period of five years.

Structures are warranted for winds up to 90 mph only if shade canopies have been removed as per requirement set forth above in the fabric paragraph. Removal and re-installation must be performed by a qualified person or authorized dealer following the instructions in APPENDIX A below.

This steel warranty shall be void if damage to the steel frame is caused by the installer or from physical damage, damage by salt spray or sprinkler systems, contact with chemicals, chlorine, pollution, misuse, vandalism, or any act of God.

## **SUPERDURABLE POWDER COAT FINISH**

The limited warranty for powder coating provides for the following after a five year exposure period when applied according to the recommendations listed on the product's technical data sheet and appropriate surface preparation has been utilized.

- The coatings shall retain their original color with a  $\Delta E$  of < 7.5 units for high chroma colors, (Yellows, Reds, Oranges, Etc.) and a  $\Delta E$  of < 5.0 units for low chroma colors, when tested in accordance with ASTM D 2244.
- The coating shall retain a minimum of 50% of its original gloss level after washing, when tested in accordance with ASTM D 523.
- The coating shall exhibit chalking no worse than a numerical rating of 6, when evaluated in accordance with ASTM D 659-80.

## **ACTS OF NATURE**

This warranty does not cover natural disasters, such as earthquakes, shifts of terrain, or tornadoes. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

## **Appendix A: Proper Care, Maintenance, and Safe Removal of the Shade Canopy**

### **AVOID**

**SNOW, ICE, AND HIGH WINDS:** Remove the canopy in winter conditions as ice and snow loads are not covered by the warranty. The same goes for winds in excess of hurricane force 1.

**SHARP OBJECTS:** Always avoid dragging the fabric across surfaces, etc. Roll or fold the fabric and carry it. Avoid sharp objects, bolts, snags, and other protrusions including mounting hardware.

**OBSTRUCTIONS:** Keep foliage, such as tree limbs, shrubbery, and bushes, trimmed back and away from fabric at least three to four feet.

**SOURCES OF HEAT:** Avoid contact with heat sources such as hot lights, torches, and avoid using grills, etc. under the fabric.

### **CLEANING THE FABRIC**

The fabric itself is generally maintenance free with the exception of necessary removal due to weather or seasonal requirements. The fabric does not harbor mildew or mold, but residues such as tree sap, leaves, bird droppings, dust and dirt may need to be



removed. To clean the fabric, use water and mild soap. A soft mop or soft broom may also be used. Cleaners that do not contain hydrocarbons, solvents, bleach or ammonia may be used. Use of solvents, hydrocarbons, bleach, and ammonia type cleaners will void the fabric warranty. A pressure washer may be used if necessary using a wide-spray nozzle.

## **CABLES AND HARDWARE**

It is recommended that the cables be replaced every 3 to 4 years or if corrosion is visible, whichever comes first. The cable ends must be wrapped with tape to secure any wires; thus, preventing the wires from tearing the fabric. Taping must be done when removing old cable as well as when installing new cable. Clamps should be replaced when the cable is replaced. If the cable appears slack on a still day (no wind), immediately have the cable and clamps re-tightened by a qualified person. The cable should not be slack.

## **GLIDE ELBOW™**

Lubricate Glide Elbows™ annually and before operating. A waterproof grease is recommended such as a lithium-based grease or anti-seize thread lubricant.

## **STORAGE**

Fabric must be stored in a clean, dry place free from snags, sharp edges, etcetera. The storage area must be rodent-free. Wrap all hardware fittings with rags or some other protector, as they can damage the fabric.

## **UNINSTALLING THE SHADE CANOPY**

**NECESSARY CARE:** It is important to take necessary care when handling the fabric during removal and installation to prevent damage to the fabric as well as SAFE control of the fabric in a breeze or wind. The fabric is tough and engineered for use as a shade, but it can tear or cut when or if pulled over a snag or sharp item; it can puncture from bolts or other protruding objects; and it can melt from objects such as like cigarettes, matches, hot torch tips, sparks and the like. In addition, care must be exercised to avoid the fabric hooks after the fabric is unhooked from the elbow corners and sides of the structure where there are intermediate supports. It is best to wrap any connected mounting hardware to prevent it from harming the fabric.

**PROPER AND SAFE:** Based on the size of the canopy, several persons may be needed to properly and safely handle the fabric during the uninstalling process. You will need several commercial ladders or other means to work safely at heights such as scissor lifts, etc. It is advised that you pad the post side of the ladder and tie the ladder to the post. The pad is to protect the post finish. Also keep in mind that every 100 square feet of fabric (10' X 10') weighs approximately five pounds; a large canopy can get heavy fast. For proper control of the fabric, read below. It is best to remove the fabric on a still day. Do not attempt to remove the canopy in strong or gusty winds.

**REMOVAL OF THE CANOPY:** Do not attempt to remove the canopy in strong or gusty winds.

**STANDARD ELBOWS:** For shade structures with Standard Elbows, loosen the turnbuckle several turns in order to put enough slack in the cable to allow the fabric and cable to unhook from all the elbow hooks. Attach 3/8" or larger ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables from each corner.

On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. It may help to wrap the rope around a column to help hold it from getting caught in the wind. Fold the fabric back away from the hooks. Now it will be necessary to remove the cable clamps to allow the cable to be free from the structure and the turnbuckle. If the cable ends are frayed, wrap them with tape. It is usually not necessary nor is it recommended that the cable be removed from the canopy. With a person on each rope, starting at the windy side, gently pull the canopy down in between the framework of the structure. The side away from the wind can be guided with the ropes toward the persons pulling the canopy down.

It is important when reinstalling the canopy, that it is put back in its original orientation to the structure. Starting at the turnbuckle corner, the fabric and cable corners should be returned to their original positions.

**GLIDE ELBOWS:** For shade structures with Glide Elbows, remove the protective covers from the ends of the glide elbows. Then, using the proper wrench, turn the hex nuts on the end of the Glide Elbow to run the glide hooks to their top most position. Do not loosen the cable clamps, leave the cable intact. Attach 3/8" ropes to each corner of the fabric and cable before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the fabric from the structure. These ropes are to prevent the shade from flying away in the wind and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the fabric and cables. On the side away from the wind, release the corners of the fabric and cable and have a person hold on to each rope. Fold the fabric back away from the hooks. It is a good idea to put the Glide Elbow protective covers back in place. With Glide Elbow installations it is not necessary to loosen or remove the cable clamps nor to remove the cable from the canopy. If the cable ends are frayed, wrap them with tape.

When uninstalling the canopy, mark or identify the corner of origin in such a way that when reinstalling the canopy, it is put back in its original orientation to the structure. The fabric and cable corners should be returned to their original positions when reinstalling the canopy. The cable and fabric should tighten properly when the glide elbows are adjusted down into their tension positions.

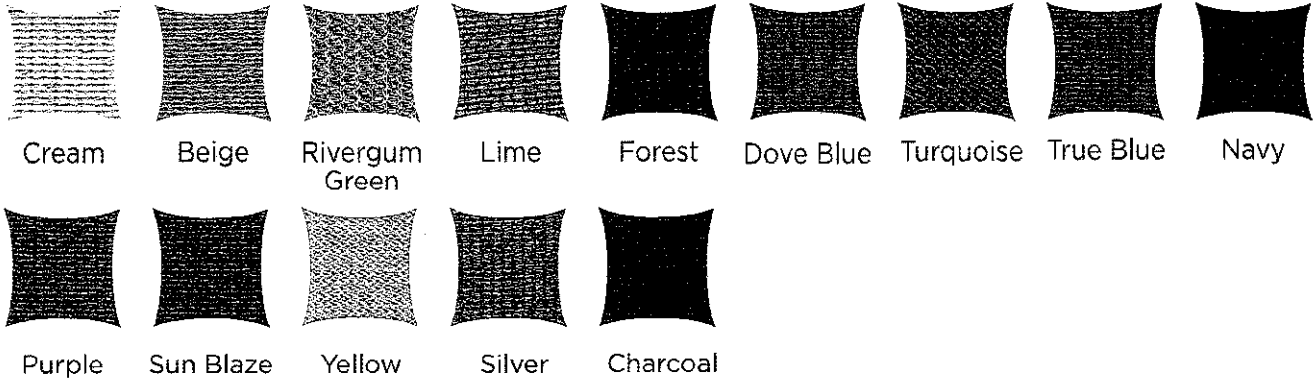
**SHADE SAILS WITH FANS:** For shade sails equipped with fans, loosen the adjustable threaded rod several turns in order to put enough slack in the cable to allow the shackle pin to be removed (do not remove the pins until the fabric corners have been secured with ropes). Attach 3/8" or larger ropes to each corner of the fabric and fan before unhooking to secure and properly control the fabric from ground level. If uninstalling in breezy conditions, choose the windy side of the fabric and tie these corners to the posts with the ropes with enough slack to allow for unhooking the shackle from the structure. These ropes are to prevent the shade from flying away in the breeze and to help prevent injury to ground personnel. Once the corners have been secured to the posts, unhook the shackles and lower the fabric and cable to the ground.

#### **REINSTALLING HINTS**

Using the same rope technique, install from the windy side (if it is breezy) making sure to secure these ropes to the posts. Then, throw the remaining corner ropes over the structure and gently pull the canopy into position. The cables and fabric corners can now be fastened on the hooks (and cable guides if so equipped). Next reinstall the clamps if applicable and tightened the cable with the turnbuckle or the Glide Elbows. Do not attempt to install the canopy in strong or gusty winds.

# NEW! 2018 Color Options

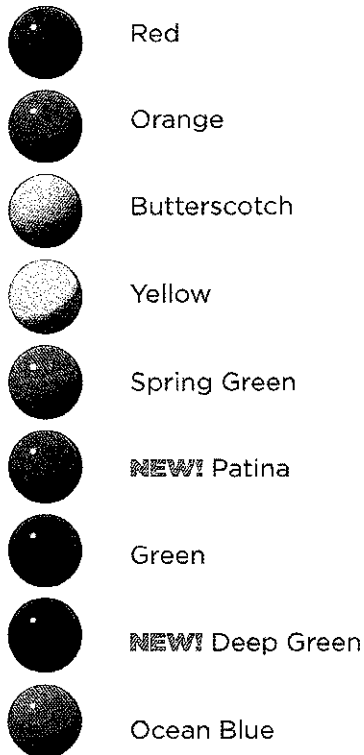
## SHADE FABRIC COLORS



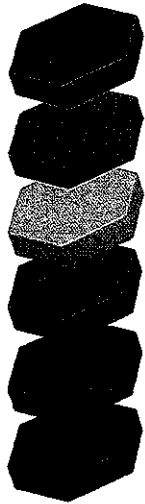
## POWDER COAT COLORS

### Gloss .....

### Matte Metallic .....



**ROTATIONALLY-MOLDED PLASTIC COLORS**



Red  
Orange  
Yellow  
Spring Green  
**NEW!** Patina  
Green



Ocean Blue  
Blue  
Dark Blue  
**NEW!** Deep Periwinkle  
Electric Purple  
**NEW!** Iced Coffee



Brown  
**NEW!** Feather Gray  
Terracotta  
Burgundy

**HDPE PANEL COLORS**



Red  
Orange  
Yellow  
Spring Green



Green  
**NEW!** Ocean Blue  
Blue  
Electric Purple



Iced Coffee  
Feather Gray  
Black

**SANDWICH HDPE PANEL COLORS**



Red/White  
**NEW!** Ocean/White  
**NEW!** Blue/Coffee  
Green/White



Green/Coffee  
Coffee/Green  
Feather Gray/Black  
Black/White

**DECKS**



Red  
Navy Blue  
Gray  
Brown

**Item Attachment Documents:**

16. Approve proposal and award project to Korkat for playground surface at Jaycee Park. \$97,015.00. Line Item 322.6210.54.1100

MAYOR  
Jason Buelterman

CITY MANAGER  
Diane Schleicher

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

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: 3-14-11

Item: APPROVE PROPOSAL AND AWARD PROJECT TO KORKAT FOR PLAYGROUND SURFACE

Explanation: AT JAYCEE PARK

TWO BIDS WERE RECEIVED, ONLY KORKAT WAS COMPLETE AND RESPONSIVE.  
PROPOSAL INCLUDES SOFT SURFACE FOR PLAYGROUND FOR A FEE OF \$97,015.50.

Budget Line Item Number (if applicable): 322.6210.54.1100

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: Rickey STEWART

Phone / Email: \_\_\_\_\_

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

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

MAYOR  
Jason Buelterman

CITY MANAGER  
Shawn Gillen

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

CITY CLERK  
Janet LeViner

CITY ATTORNEY  
Edward M. Hughes



CITY OF TYBEE ISLAND

RFP #2019-728 Playground Surface

Due: 3-7-19 10:00am

PROPOSERS

AMOUNT

KORKAT 97,015.50

GREAT SOUTHERN 161,882.86

NO BID BOND  
NO VENDOR  
APP

Blank lines for additional proposers and amounts.



# Playgrounds & Site Amenities

Design. Supply. Install. Maintain.

## CITY OF TYBEE ISLAND RESILIENT PLAYGROUND SURFACE RFP NO. 2019-728



Lanier Plans, Inc. dba KorKat  
221 Cable Industrial Way  
Carrollton, GA 30117

Office: 770-214-9322  
Fax: 770-214-9323

SHANEL@KORKAT.COM [www.KorKat.com](http://www.KorKat.com)



**REQUEST FOR PROPOSAL  
RFP NO. 2019-728**

**RESILIENT PLAYGROUND SURFACE**

**RFP DUE: THURSDAY, MARCH 7, 2019 BY 10:00am**

**MANDATORY PRE-BID MEETING: FEBRUARY 21, 2019 at 10:00am**

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

SPECIAL CONDITIONS

SURETY REQUIREMENTS

RFP SPECIFICATIONS

PERFORMANCE BOND

PAYMENT BOND

CONTRACT INFORMATION

**ATTACHMENTS:** A. CONTRACTOR AFFIDAVIT; B. SUBCONTRACTOR AFFIDAVIT; C. SAVE AFFIDAVIT; D. W-9/VENDOR INFORMATION; E. PROPOSAL SHEET; F. CHECKLIST

**GENERAL INFORMATION FOR INVITATION 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 10:00am local time, on Thursday, March 7, 2019. The**

**City of Tybee Island reserves the right to reject any or all RFPs.**

**A mandatory pre-bid meeting will be held on Thursday, February 21, at 10:00am in the City Hall auditorium. 403 Butler Ave, Tybee Island, Ga. Prospective offerors will have the opportunity to visit the playground site and ask questions at that time.**

## **SERVICES TO BE PROVIDED**

The successful Offeror will perform the following work for the City:

Preparation and installation of a playground surface to form a unitary, resilient surface to reduce the severity of head injuries due to falls from playground equipment. Provide a two layer poured in place surfacing system that is mixed and installed on site. Install under the new resilient surface a base consisting of a 4 inch wet tamped 95% compaction crush and run with a permeable geomat between this base and the new resilient surface. Include additional concrete pads to provide 100% ADA accessibility to playground and inside fenced in playground area. Offeror shall also include in bid the cost of any follow up process required to complete the installation.

## **SPECIFICATIONS AND REQUIREMENTS**

1. Provide material certificates and MSDS sheets for each of the following, signed by the manufacturers:
  - BR Recycle rubber
  - EPDM Two Colored Blend Rubber
  - EPDM Black Rubber
  - Polyurethane Binder
2. Provide material test reports for the following:
  - ASTM F1292 – latest revision, with results showing safety compliance for a fall from the play equipment of a g-force of less than 200 and HIC of less than 1,000, when tested to the required temperatures and conditions of the ASTM standard
  - ASTM D -2859 – latest revision flammability rating to “PASS”
  - ASTM E -303 – latest revision coefficient of friction to be no less than 70 wet and 90 dry.
  - Independent laboratory test showing that all components are free of phthalates, lead and other heavy metals identified by the Consumer Product Safety Commission for use around children.
3. Provide manufacture’s product dates: Submit manufacturer’s data with installation instructions. Provide cast samples of the complete two layer system for verification: size 6” by 6” or acceptable electron document representation.
4. Provide warranty: Submit for the city’s acceptance, the manufacturer’s standard warranty document executed by the authorized company official. The manufacturer’s warranty is in addition to a required warranty by the city under contract documents. The warranty shall not be for less than 5 years with 10 years preferred.

5. Provide qualifications and references to document manufacture/installation company has 8 years of experience as a company (not as an individual), with other projects of the scope and scale of this project.
6. Provide testing qualifications to document that the independent testing laboratory used has no less than 8 years' experience with ASTM F1292.
7. Provide a schedule for starting the project and completion with consideration of weather and environmental limitations with the goal to project completed by the end of April weather permitting, and provided new playground shading system has been installed.

#### **Requirement for Delivery, Storage and Handling of Resilient Materials**

- All material shall be delivered to playground site in the manufacturer's original, unopened packaging and weather protected covering.
- Storage and Protection: Store materials on free draining surface and dry locations. Pay particular attention to the possibility of water penetration from beneath. Protect all products from moisture, sunlight, dirt, oil and other contaminants.

#### **Requirements for Weather and Environmental Limitations**

- Install the surfacing system when the minimum ambient surface temperature is 40F or higher. Do not install when rainfall or temperatures less than 40F are imminent.

#### **Disposal of Removed Materials**

- It is the responsibility of the contractor and to be included in the cost for the removal and proper disposal of the existing material – existing old top wearing surface, rubber border and wood chips.

The City is seeking a proposal package for service/materials equal to or exceeding specifications set forth on the attached pages. Those not meeting these standards will be rejected. The attached material specifications become and remain a part of this RFP.

All responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, displays, schedules, exhibits and other documentation by the offerors shall become the property of the City when received. The City retains the right to use any or all ideas presented in any response to this RFP, whether amended or not. Selection or rejection of the offer does not affect this right.

**Mail or hand deliver bid to:**

**BID NUMBER 2019-728 PLAYGROUND SURFACE  
MELISSA FREEMAN  
403 BUTLER AVE  
PO BOX 2749  
TYBEE ISLAND, GA. 31328**

**Inquiries or other need for clarification in this document should be submitted no later than March 1, 2019.**

**All questions in writing to:                   Melissa Freeman**  
**mfreeman@cityoftybee.org**

## **METHOD OF AWARD**

The contract, if awarded, will go to the proposal deemed best for the city as determined by Mayor and City Council. The award will take into account price among other factors as specified in this RFP. The City reserves the right to award a contract to one or multiple vendors. Notice of the award recommendation will be posted on the website at [www.cityoftybee.org](http://www.cityoftybee.org) in the City Council packet.

Signature of offeror indicates understanding and compliance with attached terms and conditions and all other specifications made a part of this RFP and any subsequent award or contract. All terms, conditions and representations made in this request will become an integral part of the contract. Nothing contained within this RFP is indicative of intent by the City of Tybee Island to reimburse the offeror, in whole or in part, for any costs associated with preparation, submission, or presentation of proposals.

Instructions for preparation and submission of a RFP are contained in this RFP package. Please note that specific forms for submission of a RFP are required. RFPs must be typed or printed in ink.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document each 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:

- a. One original, one duplicate copy 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 the full RFP with proposal sheet, and all required attachments, which can be found at the end of this document. No vendor will be allowed to submit more than one proposal.
- b. **Include all requested documents, including required bond.**
- c. Include one (1) original contract that is consistent with the proposal.
- d. 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.
- e. Include a copy of the responder's current business license.
- f. All Proposals should be mailed or hand delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above. **Mailing Address and Hand Delivery: City of Tybee Island, ATTN Melissa Freeman, PO Box 2749, 403 Butler Avenue, Tybee Island, Georgia 31328. . \*\*Please note that the U.S. Postal Service does not deliver mail to our street address, only to our post office mailbox. If you are sending by mail, it is recommended that you submit your proposal via mail delivery service.**

**PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

## 1.3 Minimum Requirements for Proposals

- a. Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the representatives of the City shall determine whether the evidence of responsibility and ability to perform is satisfactory. The representatives of the City reserve the right to reject any or all proposals.

- b. Previous experience in the performance of projects of a similar nature to ensure timely and efficient completion.
- c. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- d. The proposer shall be an equal employment opportunity employer and shall adhere to any applicable local, state, or federal affirmative action requirements.
- e. **Proposer must have attended the mandatory preproposal meeting on February 21, 2019.**

**1.4 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.

**1.5 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.

**1.6 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.

**1.7 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.

**1.8 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.

**1.9 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.

- 1.10 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.
- 1.11 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).
- 1.12 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.” Therefore, the successful proposer will be 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 but is only required of the successful proposer.

**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 City has acquired all necessary approvals and permits required by GDOT.
- 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: \$1,000,000 bodily injury and property damage per occurrence and 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: \$1,000,000 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.
  - 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, or 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 the 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 Surety Requirements and Bonds:**

- A. Such Proposer shall post a "Bid" bond, certified check or money order made payable to the City of Tybee Island in the amount of 5% of the RFP price.
- B. Contractor(s) shall be required at the time of contract to post a payment and

performance bond in the full amount of the RFP price, or, at the option of the City, other security as allowed by law in the full amount of the RFP price, if awarded the contract for the project. Such bonds are due prior to the contract execution as a guarantee that goods and service meet specifications and will be delivered per the contract. Such bonds will also guarantee quality performance of services and timely payment of subcontractors, labor, materialmen, suppliers and all others protected by the bonds.

- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by the City of Tybee Island.
- D. Contractor acknowledges that he/she shall forfeit the amount of the "Bid" Bond if he/she fails to enter into a contract with City of Tybee Island to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this RFP for the RFP amount.

**NO RESPONSES WILL BE CONSIDERED UNLESS ACCOMPANIED BY A BOND**

**3.3 Warranty Requirements:**

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

**3.4 Terms of Contract:**

- a. ONE TIME CONTRACT

- 3.5 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 CRITERIA FOR EVALUATION AND AWARD**

Submitted proposals will be evaluated and scored based upon the following criteria:

<b>Criteria</b>	<b>Points Assigned</b>
Understanding of Project	25
Ability to Meet Time Frame	20
Past Experience with Similar Projects	20
Pricing	35

## 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 loss from any casualty to supplies ordered hereunder, regardless of cause, shall be Seller's 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 items 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 in 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
Automobile Public Liability	\$2,000,000

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.

**CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET**

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

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


A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this proposal for the RFP amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this proposal for the proposal amount, and;

Lanier Plans, Inc. dba KorKat  
COMPANY

3/5/2019

DATE

  
SIGNATURE

CEO  
TITLE

770-214-9322  
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 A

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

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

253952  
Federal Work Authorization User Identification Number

09/19/09  
Date of Authorization

Lanier Plans, Inc. dba KorKat  
Name of Contractor

Outdoor Playground Shading System RFP#2019-727  
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.

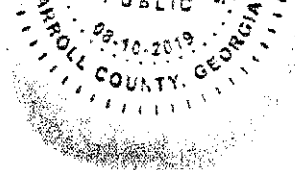
Executed on March, 5, 2019 in Carrollton (city), GA (state).

*Shane Lanier*  
Signature of Authorized Officer or Agent

Shane Lanier, CEO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5 DAY OF March, 2019.

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 8/10/19



**ATTACHMENT B**

**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 C

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) KorKat 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.

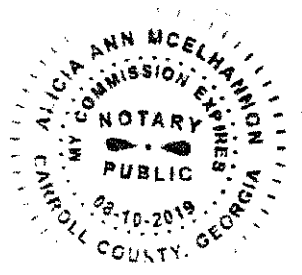
Executed in Carrollton (city), Georgia (state).

*Shane Lanier*  
Signature of Applicant

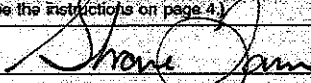
Shane Lanier, CEO  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 5 DAY OF March, 2019

*Alicia Ann McElhannon*  
NOTARY PUBLIC  
My Commission Expires: 8/10/19



## ATTACHMENT D

Form <b>W-9</b> (Rev. October 2004) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	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) <b>Lanier Plans, Inc.</b>																																									
	Business name, if different from above <b>dba KorKat</b>																																									
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding																																									
	Address (number, street, and apt. or suite no.) <b>221 Cable Industrial Way</b>	Requester's name and address (optional)																																								
	City, state, and ZIP code <b>Carrollton, GA 30117</b>																																									
List account number(s) here (optional)																																										
<b>Part I Taxpayer Identification Number (TIN)</b>																																										
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 <i>How to get a TIN</i> 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 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 10%; height: 15px;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td></tr> <tr><td colspan="10" style="text-align: center;">OR</td></tr> <tr><td colspan="10" style="text-align: center;">Employer identification number</td></tr> <tr><td style="text-align: center;">8</td><td style="text-align: center;">6</td><td style="text-align: center;">1</td><td style="text-align: center;">0</td><td style="text-align: center;">6</td><td style="text-align: center;">3</td><td style="text-align: center;">6</td><td style="text-align: center;">1</td><td style="text-align: center;">8</td><td style="text-align: center;"> </td></tr> </table>											OR										Employer identification number										8	6	1	0	6	3	6	1	8	
OR																																										
Employer identification number																																										
8	6	1	0	6	3	6	1	8																																		
<b>Part II Certification</b>																																										
Under penalties of perjury, I certify that:																																										
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. 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 this Certification, but you must provide your correct TIN. (See the instructions on page 4.)																																										
Sign Here	Signature of U.S. person 	Date <b>3/5/2019</b>																																								

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

shade and shelter, playgrounds, site amenities, splash pads, safety surfacing

To whom shall we direct the Purchase Order?

Contact: Rebekah Truett Email: rebekaht@korkat.com

Phone# 770-214-9322 Fax# 770-214-9323

Location: 221 Cable Industrial Way, Carrollton, GA 30117

To whom shall we direct Payment?

A/R Contact: Gina Smith Email: ginas@korkat.com

Phone# 770-214-9322 Fax# 770-214-9323

Remittance Address: 221 Cable Industrial Way, Carrollton, GA 30117


Our terms are Net 30.



**ATTACHMENT E**  
**PROPOSAL SHEET**  
**PLAYGROUND SURFACE**  
**RFP # 2019-728**

Cost to remove old playground surface material	\$ <u>2,300.00</u>
Cost of Playground Surface	\$ <u>94,715.50</u> *Includes installation
Cost of Follow-up Process	\$ <u>0.00</u>
Installation	\$ <u>Included in cost of surfacing</u>
<b>TOTAL PROPOSAL AMOUNT:</b>	<b>\$ <u>97,015.50</u></b>

Lanier Plans, Inc. dba KorKat (Firm)

 (Signature)

CEO (Title)

## ATTACHMENT F

## CHECKLIST FOR SUBMITTING RFP

**Sign below and submit this sheet with RFP**

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

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

Shane Lanier, CEO  
NAME/TITLE

Lanier Plans, Inc. dba KorKat  
COMPANY NAME

221 Cable Industrial Way  
ADDRESS

Carrollton, GA 30117  
CITY/STATE/ZIP

770-214-9322  
PHONE NUMBER

SHANEL@KORKAT.COM  
EMAIL



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Lanier Plans, Inc. dba Korkat, Inc.  
221 Cable Industrial Way  
Carrollton, GA 30117

### OWNER:

(Name, legal status and address)

City of Tybee Island, GA  
P O Box 2794, 403 Butler Avenue  
Tybee Island, GA 31322

### SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company  
6300 University Parkway  
Sarasota, FL 34240  
Mailing Address for Notices  
PO Box 71429  
Newnan, GA 30271

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

RFP No. 2019-728: Resilient Playground Surface, Tybee Island, GA


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of March, 2019.

  
\_\_\_\_\_  
(Witness)

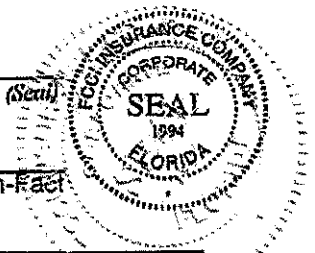
  
\_\_\_\_\_  
(Witness) J Erik McMichael

Lanier Plans, Inc. dba Korkat, Inc.  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title)

FCCI Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Michelle Deligne, Attorney-in-Fact





More than a policy. A promise.

### GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Michelle Deligne**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

**Surety Bond No.:** Bid Bond  
**Principal:** Lanier Plans, Inc. dba Korkat, Inc.  
**Obligee:** City of Tybee Island, GA

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest: Craig Johnson  
Craig Johnson, President  
FCCI Insurance Company



Cina Welch  
Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary  
FCCI Insurance Company

State of Florida  
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso  
Notary Public

State of Florida  
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

Arlene Alonso  
Notary Public

### CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 7th day of March, 2019.

Cina Welch  
Cina Welch, EVP, General Counsel,  
Chief Audit & Compliance Officer, Secretary

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: J Smith Lanier & Co-Carrollton, Marsh & McLennan Agency, LLC, P. O. Box 507, Carrollton, GA 30112. CONTACT NAME: Angie Morris, PHONE: 770 834-4476, FAX: 770 834-9403, E-MAIL: amorris@jsmithlanier.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Burlington Insurance Company (NAIC # 23620), INSURER B: American Builders Insurance Company (NAIC # 11240), INSURER C: Central Mutual Insurance Company (NAIC # 20230), INSURER D: Hiscox-Lloyd's Syndicate 0033, INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (449BW44662), Automobile Liability (BAP889417817), Umbrella Liab (HFF0006762), Workers Compensation and Employers' Liability (WCV011729709), Inland Marine (CLP8894179), and Prof Liab/E&O (ANE219684518).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\* Workers Comp Information \*\*  
Proprietors/Partners/Executive Officers/Members Excluded:  
Shane Lanier

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Tybee Island, P.O. Box 2749, Tybee Island, GA 31328. CANCELLATION: 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: [Signature]



Lanier Plans, Inc. dba KorKat  
 221 Cable Industrial Way  
 Carrollton, GA 30117  
 770-214-9322

# Estimate

Date Estimate #  
 3/5/2019 38794

## PLAYGROUNDS & SITE AMENITIES

**Name & Address for Bill To:**  
 City of Tybee Island  
 P.O. Box 2749  
 Tybee Island, GA 31328

**Ship To**  
 Jaycee Park  
 30 Van Horne Ave  
 Tybee Island, GA 31328

Rep	Project or PO #
MM	

Item	Description	Qty	Cost	Total
EPDM	EPDM AS FOLLOWS: TOTAL SQUARE FOOTAGE @ 6539 CRITICAL FALL HEIGHT @ 8" RUBBER TO BE A TOTAL HEIGHT OF 3.5" SBR BASE @ 3" EPDM CAP @ 1/2" SUB-BASE OF 4" OF COMPACTED STONE SUPPLIED AND INSTALLED BY KORKAT	1	94,837.59	94,837.59
DISCOUNT 5%	DISCOUNT 5%		-5.00%	4,741.88
REMOVAL	REMOVAL OF EXISTING MULCH		2,300.00	2,300.00
BOND	BOND - 5% of \$92395.71	1	4,619.79	4,619.79
NOTE EPDM	PRICE INCLUDES RUBBER, BINDER AND INSTALLATION OF ALL EPDM IS 50/50 COLOR BLEND WITH BLACK UNLESS NOTED. SOLID COLORS OR MULTIPLE COLORS WILL HAVE AN ADDITIONAL CHARGE APPLIED.  PRICE ASSUMES FREE AND EASY ACCESS TO SITE (LIMITED ACCESS, RESTRICTED HOURS, ETC. ARE EXTRA).  PRICE DOES NOT INCLUDE SURVEYING, PERMITS, INSPECTIONS OR LICENSES. PRICE DOES NOT INCLUDE DEMOLITION, SITE PREP, SOIL TESTING OR GRADING. PRICE DOES NOT INCLUDE DRAINAGE SYSTEMS, STONE			

### Total

Phone # Fax # E-mail

770-214-9322 770-214-9323 BBlankenship@KorKat.com

Signature \_\_\_\_\_



Lanier Plans, Inc. dba KorKat  
 221 Cable Industrial Way  
 Carrollton, GA 30117  
 770-214-9322

# Estimate

Date 3/5/2019 Estimate # 38794

## PLAYGROUNDS & SITE AMENITIES

**Name & Address for Bill To:**

City of Tybee Island  
 P.O. Box 2749  
 Tybee Island, GA 31328

**Ship To**

Jaycee Park  
 30 Van Horne Ave  
 Tybee Island, GA 31328

Rep	Project or PO #
MM	

Item	Description	Qty	Cost	Total
	<p>WORK OR CONCRETE WORK            PRICE DOES NOT INCLUDE TEMPORARY FENCING OR SECURITY.            ALL FOOTERS FOR EQUIPMENT MUST BE COMPLETELY FILLED AND COMPACTED.            *IF STONE WORK IS INCLUDED IN SCOPE OF WORK THE ALLOWANCE IS SET AT 4 INCHES OF STONE. ANY ADDITIONAL STONE WILL HAVE ADDITIONAL CHARGES APPLIED. SITE CONDITIONS MUST BE WITHIN 2% OF GRADE FOR STONE OR CONCRETE WORK. SITE MUST CONSIST OF LEVEL COMPACTED SURFACE.</p> <p>ESTIMATE WILL REFLECT A SEPARATE LINE ITEM WITH A PRICE FOR ANY ITEMS THAT ARE IN ADDITION TO ITEMS NOT INCLUDED IN STANDARD PRICING</p> <p>ANY AREA OVER 1200 SQUARE FEET WILL RESULT IN A VISIBLE SEAM IN THE SURFACING.            IF SUB-BASE IS EXISTING, WARRANTY ON RUBBER IS IN EFFECT BUT WILL NOT COVER DEPRESSIONS, CRACKS, OR ANYTHING ELSE THAT SHORTENS THE LIFE OF THE RUBBER DUE TO EXISTING SUB BASE FAILURE.</p>			

**Total**

Phone # 770-214-9322 Fax # 770-214-9323 E-mail BBlankenship@KorKat.com

**Signature** \_\_\_\_\_



PLAYGROUNDS & SITE AMENITIES

Lanier Plans, Inc. dba KorKat  
 221 Cable Industrial Way  
 Carrollton, GA 30117  
 770-214-9322

# Estimate

Date 3/5/2019 Estimate # 38794

**Name & Address for Bill To:**

City of Tybee Island  
 P.O. Box 2749  
 Tybee Island, GA 31328

**Ship To**

Jaycee Park  
 30 Van Horne Ave  
 Tybee Island, GA 31328

Rep	Project or PO #
MM	

Item	Description	Qty	Cost	Total
	KORKAT CONTACT MEGHAN MCDONALD 912-230-7942 meghanm@korkat.com			
	Total sales tax calculated by AvaTax		0.00	0.00
	Select this as a transaction's tax to use AvaTax			0.00

Prices quoted are good for 15 days and are subject to total purchase, except for shipping which is subject to market changes. Installation price assumes normal soil conditions and does not include rock excavation or replacement of bad soil conditions. Any additional work will be priced prior to the continuation of install.

Please note that a 50% deposit is required at time of order if installation is included. 100% payment is due at time of order for all equipment only purchases. Municipalities and schools are exempt from deposits with a valid purchase order.

**Total** \$97,015.50

Phone # 770-214-9322 Fax # 770-214-9323 E-mail BBlankenship@KorKat.com

**Signature** \_\_\_\_\_



## QUALIFICATIONS & EXPERIENCE

Founded in 2003, KorKat's success is reflected in three primary commitments:

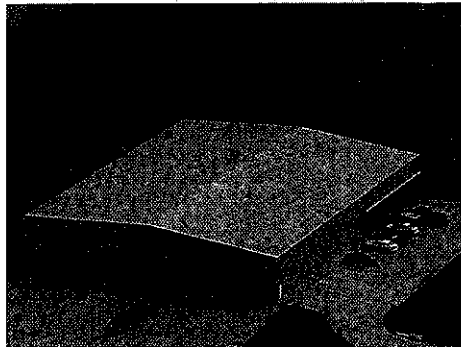
- To provide remarkable customer service
- To be an accurate and reliable consultant on any playground endeavor you undertake
- To offer the highest safety standards in the industry

Shane Lanier is the acting President and Owner of KorKat. He has been in the playground industry for the past 24 years. He and his staff have a combined total of 130 years of experience. With over 21 sales representatives across the southeast, KorKat takes pride in handling the needs of any playground, school, park, etc. Shane was a designer/engineer for a recreation equipment manufacturer for 10 years before incorporating KorKat.

KorKat is all about the children; in fact, the KorKat name was inspired by Shane's daughters, Korin and Katie.

The City of Tybee Island will have a motivated and high-energy KorKat Playground Consultant who is a Certified Playground Safety Inspector dedicated to ensure your project is processed and installed smoothly with turn-key service. Not only will your Playground Consultant work closely with your purchasing department, she will also have a supporting team of employees at the KorKat office to assist with each step of the process. KorKat takes pride in our office, warehouse, and in-house install staff. We work together to ensure that each customer has many different members to turn to for each step of the job. Whether we are compiling an owner's manual, working with pay applications, providing instructions for our CPSI certified installers, or assisting with a bid, the office team will always be accessible for assistance.

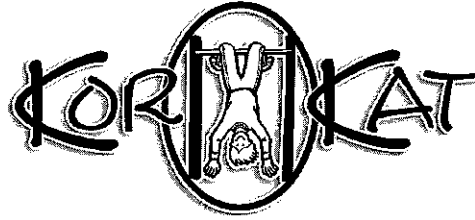
The office team (like the sales representatives) include design members, purchasers, estimators, and executive staff that are all certified in CPSI training. This allows many different staff members to combine their knowledge for each custom playground. The office and warehouse staff work closely with our manufacturers to guarantee that each phase is carefully planned out to assure there are minimal complications that could delay the project. We even have a logistics team to maintain the control of delivery by utilizing our 20,000 square foot warehouse as a holding facility. All equipment is received at KorKat and shipped to the site at one time for off-loading by our in-house install teams.



KorKat is licensed locally in Carrollton, Georgia with their Certificate of Occupancy. It does not stop with local licensing as we are also licensed in the state of Georgia and hold all of the necessary requirements to conduct business in Georgia as an "S Corporation". All specialty licenses including our General Contractors License are held by KorKat. In fact KorKat holds licensing for the states of Florida, Alabama, Tennessee and Kentucky. KorKat is compliant with E-Verify and knowledgeable of the Homeland Security's Memorandum of Understanding. KorKat also carries the necessary requirements in insurance that include General Liability, Workman's Comp, Auto and an Umbrella policy for many owners and contractors nationwide. We have never failed to be compliant with any customer's requirements. We shall also comply with the Special Requirements as laid out in Section 2.11.3 Point H of this bid.

KorKat is a stable small business in Georgia providing customers with outstanding service and part of this service is due to the fact that our manufacturer builds the playgrounds in the state of Georgia. This allows customers like Chatham County to support local businesses from the state of Georgia and more importantly support U.S.A. manufacturers.





PLAYGROUNDS & SITE AMENITIES

## Surfacing References

Our in-house surfacing company, Outdoor Safety Surfacing, specializes at installing artificial turf, bonded rubber, and EPDM. We quoted the installation of 6539 SF of EPDM in Jaycee Park on Tybee Island. Below are 4 references who can attest to our diversity in safety surfacing. While we didn't install EPDM for all of these customers, they can tell you about the professional service and quality safety surfacing that Lanier Plans, Inc. dba KorKat is able to provide.

**Project Name:** Lion's Club Park  
**Construction Cost:** \$60,000  
**Location:** Carrollton, GA 30117  
**Reference Contact Name:** Kent Johnston  
**Phone:** 770-296-5436  
**Email:** [kjohnston@carrollton-ga.gov](mailto:kjohnston@carrollton-ga.gov)

**Project Name:** S.M. Bishop Co., Inc.  
**Construction Cost:** \$120,000  
**Location:** Multiple Sites All Over Southeast  
**Reference Contact Name:** Andrea Bishop  
**Phone:** (770) 560-3247  
**Email:** n/a

**Project Name:** Bright Horizons  
**Construction Cost:** \$50,000  
**Location:** Multiple Sites All Over Southeast  
**Reference Contact Name:** Simon Ozer  
**Phone:** 781-382-5745  
**Email:** [simon.ozer@brighthorizons.com](mailto:simon.ozer@brighthorizons.com)

**Project Name:** Holy Family Catholic School  
**Construction Cost:** \$18,000  
**Location:** Orlando, FL 32819  
**Reference Contact Name:** Fifi Westbrook  
**Phone:** 407-976-9344 ext.260  
**Email:** [fwestbrook@hfcschool.com](mailto:fwestbrook@hfcschool.com)



NO: 000791

# OCCUPATION TAX CERTIFICATE

DATE: 1/22/2019

RECEIVED OF: LANIER PLANS INC DBA KORKAT

IN CONSIDERATION OF WHICH IS REQUIRED BY THE CITY OF CARROLLTON  
OCCUPATION TAX ORDINANCE, CODE OF ORDINANCES OF THE CITY.

NAME OF OWNER/MANAGER: SHANE LANIER

LOCATION AT: 221 CABLE INDUSTRIAL WAY 770-214-9322

TYPE CODE: CARPENTRY WORK, CONT

THIS CERTIFICATE EXPIRES ON: 12/31/2019

WITNESS MY HAND AND SEAL OF THE CITY  
THE DAY AND YEAR ABOVE WRITTEN

*James O. Lippert*   
CITY CLERK

OCCUPATION TAX CERTIFICATE IS NON-TRANSFERRABLE  
ORDINANCES NOW IN FORCE OR WHICH MAY BE ENACTED HEREAFTER

SHANE LANIER  
LANIER PLANS INC DBA KORKAT  
221 CABLE INDUSTRIAL WAY  
CARROLLTON GA 30117



NO: 006052

# OCCUPATION TAX CERTIFICATE

DATE: 1/22/2019

RECEIVED OF: OUTDOOR SAFETY SURFACING, LLC

IN CONSIDERATION OF WHICH IS REQUIRED BY THE CITY OF CARROLLTON  
OCCUPATION TAX ORDINANCE, CODE OF ORDINANCES OF THE CITY.

NAME OF OWNER/MANAGER: SHANE LANIER

LOCATION AT: 221 CABLE INDUSTRIAL WAY 770-214-9322

TYPE CODE: MISC.BUSINESS SERV.

THIS CERTIFICATE EXPIRES ON: 12/31/2019

WITNESS MY HAND AND SEAL OF THE CITY  
THE DAY AND YEAR ABOVE WRITTEN

*James O. Lippitt*   
CITY CLERK

OCCUPATION TAX CERTIFICATE IS NON-TRANSFERRABLE  
ORDINANCES NOW IN FORCE OR WHICH MAY BE ENACTED HEREAFTER

OUTDOOR SAFETY SURFACING, LLC  
221 CABLE INDUSTRIAL WAY  
CARROLLTON GA 30117

# E-Verify Employment Eligibility Verification

[Online Resources](#) | [Tutorial](#) | [Home](#) | [Contact Us](#) | [Exit](#)

## Case Administration

- [Initial Verification](#)
- [View Cases](#)

## User Administration

- [Change Password](#)
- [Pwd Challenge Q&A](#)
- [Change Profile](#)

## Site Administration

- [Add User](#)
- [View Users](#)
- [Maintain Company](#)
- [Terminate Company Participation](#)

## Reports

- [View Reports](#)

## Company Information

**Company Name:** Lanier Plans, Inc. dba Korkat, Inc. [View / Edit](#)

**Company ID Number:** 253952

### Physical Location:

**Address 1:** 221 Cable Industrial Way

**Address 2:**

**City:** Carrollton

**State:** GA

**Zip Code:** 30117

**County:** CARROLL

### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

**Employer Identification Number:** 861063618

**Total Number of Employees:** 5 to 9

**Corporate / Parent Company:** Lanier Plans, Inc.

### Organization Designation:

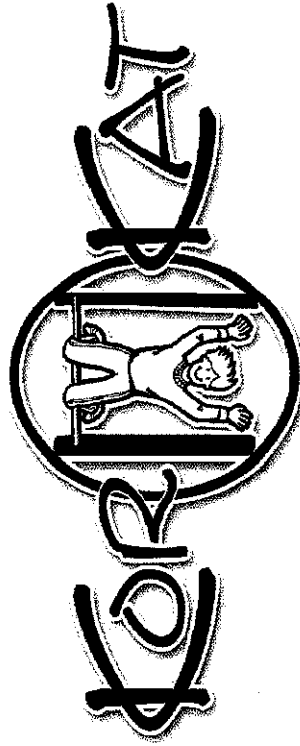
**Employer Category:** None of these categories apply

**NAICS Code:** 238 - SPECIALTY TRADE CONTRACTORS [View / Edit](#)

**Total Hiring Sites:** 1 [View / Edit](#)

**Total Points of Contact:** 2 [View / Edit](#)

PROJECT SCHEDULE	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
Contracts and Deposits-Final Colors														
Ordering Phase														
<b>Manufacturing Phase</b>														
Playgrounds														
Shades & Shelters														
Shade & Shelters with Engineers Drawings														
Amenities														
Special Custom Products														
<b>Delivery and Install</b>														
Playgrounds														
Shades & Shelters														
Shade & Shelters with Engineers Drawings														
Amenities														
Special Custom Products														
Surfacing Combined with Install Above														



**PLAYGROUNDS & SITE AMENITIES**

221 Cable Industrial Way, Carrollton, GA 30117  
770-214-9322 Fax 770-241-9323

**KorKat Representative:**  
**Meghan McDonald**  
**912-230-7942**  
**[MeghanM@KorKat.com](mailto:MeghanM@KorKat.com)**





## TEST REPORT

<b>CLIENT:</b>	Outdoor Safety Surfacing	<b>REPORT NUMBER:</b>	49037-03
	221 Cable Industrial Way	<b>LAB TEST NUMBER:</b>	2211-4344
	Carrollton, GA 30117	<b>DATE:</b>	August 6, 2010
		<b>PAGE:</b>	1 of 2

**Test Material:** 3.0" Poured In Place (0.5" EPDM Cap over 2.5" SBR Base)

**Tested Dimension:** 18" x 18" x 3.0"

**Sub Base:** Concrete

**Impact Location:** Center of Test Material

**Date of Receipt:** July 30, 2010

**Testing Period:** August 5, 2010

**Authorization:** Shane Lanier

**Test Procedure:** The submitted sample was evaluated for Shock Absorbing Properties in Accordance with the procedures outlined in ASTM F 1292-09; Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.

**Missile:** Hemispherical (Triaxial Accelerometer): Total Drop Assembly Weight (46g) 10 lbs

**Test Equipment:** Triax 2000 Surface Impactor  
 Date of Last Calibration: 3/4/2010 by Alpha Automation

**Sample Pre-Condition:** 50±10 RH, 70F±5F for a minimum of 24 hrs prior to testing

**Sample Conditioning:** 8 hrs @ each reference temperatures prior to testing

**Maximum Drop Height That Gives a  
 Gmax of 200 or Less and A HiC of 1000 or less**

<b>Temperature:</b>	
Ambient, 72°F (23°C)	7'
Hot, 120°F (49°C)	Not Tested
Cold, 25°F (-6°C)	Not Tested

<b>Critical Fall Height (CFH):</b>	<b>7'</b>
------------------------------------	-----------

Reference Gmax Curves Included

Prepared and signed by:

Digitally signed by Erle Miles, Jr. VP  
 DN: cn=Erle Miles, Jr. VP, o=Testing  
 Services Inc., ou,  
 email=tsi.office@windstream.net, c=US  
 Date: 2016.01.19 10:32:21 -0500

**Erle Miles, Sr. President**  
**Testing Services Inc.**





**TESTING SERVICES, INC.**  
 817 SHOWALTER AVE. • P.O. BOX 2041  
 DALTON, GEORGIA 30722-2041  
 PHONE: (706) 226-1400 • FAX: (706) 226-6118



## TEST REPORT

CLIENT:	Outdoor Safety Surfacing	REPORT NUMBER:	49037-03
	221 Cable Industrial Way	LAB TEST NUMBER:	2211-4344
	Carrollton, GA 30117	DATE:	August 6, 2010
		PAGE:	Page 2 of 2

AMBIENT Sample Condition: Dry Temp rature: 70°F (21°C)	Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/theoretical	Gmax	HIC
	1	19.7	2	6'	6.03	109	550
	2	19.7	2	6'	6.03	113	580
	3	19.2	2	6'	5.73	115	604
	<b>Average</b>			<b>Drops 2, 3</b>		<b>114</b>	<b>592</b>
	Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/theoretical	Gmax	HIC
	1	21.3	0	7'	7.05	134	809
	2	21.3	2	7'	7.05	132	832
	3	21.3	2	7'	7.05	140	859
	<b>Average</b>			<b>Drops 2, 3</b>		<b>136</b>	<b>846</b>
Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/theoretical	Gmax	HIC	
1	22.1	3	8'	8.01	152	1020	
2	22.1	6	8'	8.01	153	1029	
3	22.1	1	8'	8.01	154	1041	
<b>Average</b>			<b>Drops 2, 3</b>		<b>154</b>	<b>1035</b>	

\*\*\*\*End of Report\*\*\*\*



**TESTING SERVICES, INC.**  
 817 SHOWALTER AVE. • P.O. BOX 2041  
 DALTON, GEORGIA 30722-2041  
 PHONE: (706) 226-1400 • FAX: (706) 226-6118



## TEST REPORT

CLIENT:	Outdoor Safety Surfacing	REPORT NUMBER:	49038-03
	221 Cable Industrial Way	LAB TEST NUMBER:	2211-4345
	Carrollton, GA 30117	DATE:	August 6, 2010
		PAGE:	1 of 2

**Test Material:** 3.5" Poured In Place (0.5" EPDM Cap over 3.0" SBR Base)

**Tested Dimension:** 18" x 18" x 3.5"

**Sub Base:** Concrete

**Impact Location:** Center of Test Material

**Date of Receipt:** July 30, 2010

**Testing Period:** August 5, 2010

**Authorization:** Shane Lanier

**Test Procedure:** The submitted sample was evaluated for Shock Absorbing Properties in Accordance with the procedures outlined in ASTM F 1292-09; Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.

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**Sample Pre-Condition:** 50±10 RH, 70F±5F for a minimum of 24 hrs prior to testing

**Sample Conditioning:** 8 hrs @ each reference temperatures prior to testing

<b>Temperature:</b>	<b>Maximum Drop Height That Gives a Gmax of 200 or Less and A HIC of 1000 or less</b>
Ambient, 72°F (23°C)	10'
Hot, 120°F (49°C)	Not Tested
Cold, 25°F (-6°C)	Not Tested

<b>Critical Fall Height (CFH):</b>	<b>10'</b>
------------------------------------	------------

Reference Gmax Curves Included

Prepared and signed by:

Digitally signed by Erle Miles, Jr. VP  
 DN: cn=Erle Miles, Jr. VP, o=Testing  
 Services Inc., ou,  
 email=tsioffice@windstream.net, c=US  
 Date: 2016.01.19 10:31:36 -05'00'

**Erle Miles, Sr. President**  
**Testing Services Inc.**



TESTING SERVICES, INC.

817 SHOWALTER AVE. • P.O. BOX 2041  
DALTON, GEORGIA 30722-2041  
PHONE: (706) 226-1400 • FAX: (706) 226-6118



### TEST REPORT

CLIENT:	Outdoor Safety Surfacing	REPORT NUMBER:	49038-03
	221 Cable Industrial Way	LAB TEST NUMBER:	2211-4345
	Carrollton, GA 30117	DATE:	August 6, 2010
		PAGE:	Page 2 of 2

AMBIENT Sample Condition: Dry Tempature: 70°F (21°C)	Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/Theoretical	Gmax	HIC
	1	24.2	3	9'	9.10	126	849
	2	24.2	3	9'	9.10	133	896
	3	24.2	5	9'	9.10	132	879
	<b>Average</b>			<b>Drops 2, 3</b>		<b>133</b>	<b>888</b>
	Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/Theoretical	Gmax	HIC
	1	25.2	9	10'	9.87	132	911
	2	25.3	3	10'	9.95	138	997
	3	25.3	6	10'	9.95	136	956
	<b>Average</b>			<b>Drops 2, 3</b>		<b>137</b>	<b>977</b>
Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/Theoretical	Gmax	HIC	
1	26.5	3	11'	10.91	144	1074	
2	26.7	6	11'	11.08	153	1150	
3	26.6	7	11'	11.00	159	1286	
<b>Average</b>			<b>Drops 2, 3</b>		<b>156</b>	<b>1218</b>	

\*\*\*\*End of Report\*\*\*\*

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



## QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 1 of 8

### 1 PRODUCT AND COMPANY IDENTIFICATION

#### Manufacturer

Advanced Polymer Technology  
P.O. Box 160  
109 Conica Lane  
Harmony, PA 16037

**Contact:** Senior Chemist  
**Telephone Number:** 724-452-1330  
**FAX Number:** 724-452-1703  
**E-Mail:** info@advpolytech.com  
**Web:** www.advpolytech.com

**Product Name:** QUALIPUR 3401  
**Revision Date:** 02/12/2010  
**MSDS Number:** 7221  
**Chemical Family:** Aromatic Isocyanate Prepolymer

This product is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29 CFR 1910.1200.  
Transportation emergency phone number: Chemtel 800-255-3924

### 2 HAZARDS IDENTIFICATION

**Route of Entry:** Inhalation, eye and skin contact.  
**Target Organs:** Eyes; Respiratory System; Skin;  
**Inhalation:** ACUTE EXPOSURE: MDI vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat, lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperreactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu-like symptoms (e.g., fever, chills) has also been reported. These symptoms can be delayed up to several hours after exposure.  
CHRONIC EXPOSURE: As a result of previous repeated overexposures or a single large dose, certain individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later isocyanate exposure at levels well below the TLV. These symptoms, which can include chest tightness, wheezing, cough, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.  
**Skin Contact:** ACUTE EXPOSURE: Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove.  
CHRONIC EXPOSURE: Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 2 of 8

material or as a result of exposure to vapor.

**Eye Contact:** ACUTE EXPOSURE: Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, corneal damage can occur and injury is slow to heal. However, damage is usually reversible.  
CHRONIC EXPOSURE: None found.

**Ingestion:** ACUTE EXPOSURE: Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.  
CHRONIC EXPOSURE: None found.

## 3 COMPOSITION/INFORMATION ON INGREDIENTS

Ingredients:

Cas #	Chemical Name	Perc.
25322694	Polypropylene glycols	40-60%
26447405	Benzene, 1,1'-methylenebis[isocyanato-	15-25%
101688	4,4'-Methylenediphenyl diisocyanate	10-20%
8001227	Soybean oil	1-2%
64742467	Distillates, petroleum, hydrotreated midd	4-10%

OSHA Regulatory Status:

This MSDS contains valuable information critical to the safe handling and proper use of this product. This MSDS should be retained and available for employees and other users of this product.

## 4 FIRST AID MEASURES

**Inhalation:** Move to an area free from risk of further exposure. Administer oxygen or artificial respiration as needed. Obtain medical attention. Asthmatic-type symptoms may develop and may be immediate or delayed up to several hours. Consult physician should this occur.

**Skin Contact:** Remove contaminated clothing. Wash affected skin thoroughly with soap and water. Wash contaminated clothing thoroughly before reuse. For severe exposures get under safety shower after removing clothing, then get medical attention. For lesser exposure, seek medical attention if irritation develops or persists after the area is washed.

**Eye Contact:** Flush with copious amounts of lukewarm water for at least 15 minutes, holding eyelids open at all times. Refer individual to physician or ophthalmologist for immediate follow-up.

**Ingestion:** DO NOT INDUCE VOMITING. Give 1 to 2 cups of milk or water to drink. DO NOT GIVE ANYTHING BY MOUTH TO AN UNCONSCIOUS PERSON. Get prompt, qualified medical attention.

## 5 FIRE FIGHTING MEASURES

**Flash Point:** 388 DEG F (198 DEG C)  
**Flash Point Method:** DIN 51758

Dry chemical (e.g. monoammonium phosphate, potassium sulfate, and potassium chloride), carbon dioxide, high expansion (proteinic) chemical foam, water spray for large fires. Full emergency equipment with self-contained breathing apparatus and full protective clothing should be worn by fire fighters. During a fire, vapors and other irritating, highly toxic gases may be generated by thermal decomposition or combustion. At temperatures greater than 400 DEG F (204 DEG C), this product can be polymerized and decompose which can cause pressure build-up in closed containers. Explosive rupture is possible. Therefore, use cold water to cool fire-exposed containers.

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 3 of 8

## 6 ACCIDENTAL RELEASE MEASURES

Cover the spill with sawdust, vermiculite, Fuller's earth or other absorbent material. Pour decontamination solution over spill area and allow to react for at least 10 minutes. Collect material in open containers and add further amounts of decontamination solution. Remove containers to safe place, cover loosely, and allow to stand for 24 to 48 hours. Wash down area with decontamination solutions. Decontamination solutions: non-ionic surfactant Union Carbide's Tergitol TMN-10 (20%) and water (80%); concentrated ammonia (3-8%), detergent (2%) and water (90-95%). Respiratory protection is recommended during spill clean-up.

## 7 HANDLING AND STORAGE

**Handling Precautions:** Avoid breathing vapors or mist; Avoid contact with eyes, skin, or clothing; Do not expose containers to open flame, excessive heat, or direct sunlight.

**Storage Requirements:** Storage temperature: Minimum 40 DEG F (5 DEG C) / Maximum 150 DEG F (66 DEG C). Store in tightly closed containers to prevent moisture contamination. This product reacts slowly with water to form CO<sub>2</sub> gas. This gas can cause sealed containers to expand and possibly rupture. Do not reseal if contamination is suspected. Store in cool/dry area.

## 8 EXPOSURE CONTROLS/PERSONAL PROTECTION

**Engineering Controls:** Educate and train employees in safe use of this product. Follow all label instruction. Local exhaust should be used to maintain levels below the TLV whenever this product is processed, heated or spray applied. For spray applications, an air-supplied respirator must be worn. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).

**Protective Equipment:** During long-term (over 1 hour) exposures when the product is applied by a paver, and is heated or in environments of high concentrations above the Threshold Limit Value (TLV), an air-purifying respirator equipped with organic cartridges or a canister and dust filters is required. During spray applications an air-supplied respirator must be worn. However, due to the poor warning properties of this product, proper fit must be ensured. Observe OSHA regulations for respirator use (29 CFR 1910.134). Chemical resistant gloves (butyl rubber, nitrile rubber). Cover as much of the exposed area as possible with appropriate clothing. If skin creams are used, keep the area covered only by the cream to a minimum. Liquid chemical goggles or full-face shield. Contact lenses should not be worn. **ADDITIONAL PROTECTIVE MEASURES:** Clean, fresh running water should be available.

**Exposure Guidelines/Other:** **Exposure Limits:**

USA OSHA (TWA <sub>8</sub> )/PEL):	0.02 ppm
NIOSH (TWA):	0.005 ppm
IDLH:	75 mg/m <sup>3</sup>
NIOSH (C 10 min):	0.02 ppm

## 9 PHYSICAL AND CHEMICAL PROPERTIES

<b>Appearance:</b>	Clear Brown/ Amber Liquid	<b>Boiling Point:</b>	Not established
<b>Physical State:</b>	Liquid	<b>Freezing/Melting Pt.:</b>	Not established
<b>Odor:</b>	Slightly musty		

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



## QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 4 of 8

<b>pH:</b>	N.A.	<b>Solubility:</b>	Reacts slowly with water to liberate CO <sub>2</sub> gas
<b>Vapor Pressure:</b>	Less than 10-5 mmHg @ 77 DEG F (25 DEG C) for MDI	<b>Spec Grav./Density:</b>	1.08 @ 68 DEG F (20 DEG C)
<b>Vapor Density:</b>	8.5 (MDI)		
<b>VOC:</b>	0 g/L		
<b>Bulk Density:</b>	9.0 lbs/gal		

### 10 STABILITY AND REACTIVITY

<b>Stability:</b>	Product is stable under normal conditions.
<b>Conditions to avoid:</b>	Temperatures over 400 DEG F (204 DEG C).
<b>Materials to avoid (incompatibility):</b>	Water, amines, strong bases, alcohols.
<b>Hazardous Decomposition products:</b>	By Fire and High Heat: hydrogen cyanide; Carbon dioxide (CO <sub>2</sub> ), carbon monoxide (CO), oxides of nitrogen (NO <sub>x</sub> ), dense black smoke, Isocyanate, Isocyanic Acid, Other undetermined compounds.
<b>Hazardous Polymerization:</b>	May occur if in contact with moisture or other materials which react with isocyanates. May occur at temperatures over 400 DEG F (204 DEG C).

### 11 TOXICOLOGICAL INFORMATION

**Acute Eye Effects:** Liquid, aerosols or vapors are irritating and can cause tearing, reddening and swelling. If left untreated, cornea damage can occur and injury is slow to heal. However, damage is usually reversible. (See Section VI for treatment)

**Acute Skin Effects:** Isocyanates react with skin protein and moisture and can cause irritation which may include the following symptoms: reddening, swelling, rash, scaling or blistering. Cured material is difficult to remove

**Acute Inhalation Effects:** Vapors or mist at concentrations above the TLV can irritate (burning sensation) the mucous membranes in the respiratory tract (nose, throat & lungs) causing runny nose, sore throat, coughing, chest discomfort, shortness of breath and reduced lung function (breathing obstruction). Individuals with a pre-existing, non-specific bronchial hyperreactivity can respond to concentrations below the TLV with similar symptoms as well as asthma attack. Exposure well above the TLV may lead to bronchitis, bronchial spasm and pulmonary edema (fluid in the lungs). These effects are usually reversible. Chemical or hypersensitive pneumonitis, with flu like symptoms (e.g. fever, chills) have also been reported. These symptoms can be delayed up to several hours after exposure.

**Acute Ingestion Effects:** Can result in irritation and corrosive action in the mouth, stomach tissue and digestive tract. Symptoms can include sore throat, abdominal pain, nausea, vomiting and diarrhea.

**Chronic Eye Effects:** None found

**Chronic Skin Effects:** Prolonged contact can cause reddening, swelling, rash, scaling, blistering, and in some cases, skin sensitization. Individuals who have developed a skin sensitization can develop these symptoms as a result of contact with very small amounts of liquid material or as a result of exposure to vapor.

**Chronic Inhalation Effects:** As a result of previous repeated overexposures or a single large dose, certain

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 5 of 8

individuals develop isocyanate sensitization (chemical asthma) which will cause them to react to a later exposure to isocyanate at levels well below the TLV. These symptoms which can include chest tightness, wheezing, coughing, shortness of breath or asthma attack, could be immediate or delayed (up to several hours after exposure). Similar to many non-specific asthmatic responses, there are reports that once sensitized, an individual can experience these symptoms upon exposure to dust, cold air or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Overexposure to isocyanates has also been reported to cause lung damage (including decrease in lung function) which may be permanent. Sensitization can either be temporary or permanent.

**Chronic Ingestion Effects:** None found

#### **Polymeric MDI:**

##### **Acute Oral Toxicity**

LD50: > 2,000 mg/kg (rat, Male/Female)

##### **Acute Inhalation Toxicity**

LC50: 490 mg/m<sup>3</sup>, vapor, 4 h (rat)

##### **Repeated Dose Toxicity**

90 Days, inhalation: NOAEL: 1 mg/m<sup>3</sup>, (rat, Male/Female, 6 hrs/day 5 days/week)

Irritation to lungs and nasal cavity.

2 years, inhalation: NOAEL: 0.2 mg/m<sup>3</sup>, (rat, Male/Female, 6 hrs/day 5 days/week)

Irritation to lungs and nasal cavity.

##### **Mutagenicity**

Genetic Toxicity in Vitro:

Bacterial - gene mutation assay: negative (Salmonella typhimurium, Metabolic Activation: with/without)

##### **Carcinogenicity**

rat, Male/Female, inhalation, 2 Years, 6 hrs/day 5 days/week

Exposure to a level of 6 mg/m<sup>3</sup> polymeric MDI was related to the occurrence of lung tumors. This level is significantly over the TLV for MDI.

##### **Developmental Toxicity/Teratogenicity**

rat, female, inhalation, gestation days 6-15, 6 hrs/day, NOAEL (teratogenicity): 12 mg/m<sup>3</sup>, NOAEL

(maternal): 4 mg/m<sup>3</sup>

No Teratogenic effects observed at doses tested. Fetotoxicity seen only with maternal toxicity.

#### **4,4'-MDI:**

##### **Acute Inhalation Toxicity**

LC50: 369 mg/m<sup>3</sup>, 4 hrs (rat, Male/Female)

LC50: > 2240 mg/m<sup>3</sup>, aerosol, 1 h (rat)

##### **Acute dermal toxicity**

LD50: > 10,000 mg/kg (rabbit)

##### **Skin Irritation**



# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 6 of 8

rabbit, Draize Test, Slightly irritating

### Eye Irritation

rabbit, Draize Test, Slightly irritating

### Sensitization

dermal: sensitizer (guinea pig, Maximisation Test (GPMT))

inhalation: sensitizer (Guinea pig)

### Repeated Dose Toxicity

90 Days, inhalation: NOAEL: 0.3 mg/m<sup>3</sup>, (rat, Male/Female, 18 hrs/day, 5 days/week)

Irritation to lungs and nasal cavity.

### Mutagenicity

Genetic Toxicity in Vitro:

Ames: (Salmonella typhimurium, Metabolic Activation: with/without)

Positive and negative results were reported. The use of certain solvents which rapidly hydrolyze diisocyanates is suspected of producing the positive mutagenicity results.

Genetic Toxicity in Vivo:

Micronucleus Assay: negative (mouse)

### Carcinogenicity

rat, Female, inhalation, 2 Years, 17 hrs/day, 5 days/week

negative

12

## ECOLOGICAL INFORMATION

### Ecological Data for 2,4-MDI:

#### Biodegradation

0 %, Exposure time: 28 Days

#### Bioaccumulation

Rainbow trout, Exposure time: 112 d, < 1 BCF

Does not bioaccumulate.

#### Acute and Prolonged Toxicity to Fish

LC0: > 1,000 mg/l (Zebra fish (Brachydanio rerio), 96 hrs)

LC0: > 3,000 mg/l (Killifish (Oryzias latipes), 96 h)

#### Acute Toxicity to Aquatic Invertebrates

EC50: > 1,000 mg/l (Water flea (Daphnia magna), 24 hrs)

#### Toxicity to Aquatic Plants

NOEC: 1,640 mg/l, End Point: growth (Green algae (Scenedesmus subspicatus), 72 hrs)

#### Toxicity to Microorganisms

EC50: > 100 mg/l, (Activated sludge microorganisms, 3 hrs)

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 7 of 8

## Additional Ecotoxicological Remarks

Ecotoxicity data based on polymeric MDI

## Ecological Data for 4,4'-MDI:

### Acute and Prolonged Toxicity to Fish

LC50: > 500 mg/l (Zebra fish (Brachydanio rerio), 24 hrs)

### Acute Toxicity to Aquatic Invertebrates

EC50: > 500 mg/l (Water flea (Daphnia magna), 24 hrs)

13

## DISPOSAL CONSIDERATIONS

Waste and container disposal must be in accordance with federal, state, and local environmental control regulations. Incineration is the preferred method. Empty containers must be handled with care due to product residue. Decontaminate prior to disposal. DO NOT HEAT OR CUT EMPTY CONTAINERS WITH ELECTRIC OR GAS TORCH.

14

## TRANSPORT INFORMATION

### DOT (HM-181; DOMESTIC SURFACE)

UN/NA NUMBER:	none
D.O.T. SHIPPING NAME:	<b>Aromatic Isocyanate Prepolymer</b>
D.O.T. HAZARD CLASS:	NON REGULATED
PACKAGING GROUP:	none
D.O.T. LABEL:	none
D.O.T. PLACARD:	none

### ICAO/IATA (AIR)

UN NUMBER:	none
PROPER SHIPPING NAME:	<b>Aromatic Isocyanate Prepolymer</b>
HAZARD CLASS DIVISION NUMBER:	NON REGULATED
SUBSIDIARY RISK:	none
PACKING GROUP:	none
HAZARD LABEL(S):	none
RADIOACTIVE?:	Non-radioactive
PASSENGER AIR - MAXIMUM QUANTITY:	none
PACKING INSTRUCTION NUMBER:	none
CARGO AIR - MAXIMUM QUANTITY:	none
PACKING INSTRUCTION NUMBER:	none

### IMO/IMDG CODE (OCEAN)

UN NUMBER:	none
PROPER SHIPPING NAME:	<b>Aromatic Isocyanate Prepolymer</b>
HAZARD CLASS DIVISION NUMBER:	NON REGULATED
PACKING GROUP:	none
HAZARD LABEL(S):	none

# MSDS Material Safety Data Sheet

Advanced Polymer Technology



QUALIPUR 3401

MSDS Number: 7221

Revision Date: 02/12/2010

Page 8 of 8

HAZARD PLACARD(S): none

## 15 REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

\*4,4'-Methylenediphenyl diisocyanate (101688 10-20%) CERCLA, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TXAIR  
\*Distillates, petroleum, hydrotreated middle (64742467 4-10%) TSCA  
\*soybean oil (8001227 1-2%) PA, TSCA

TSCA: All components in this mixture are included on the TSCA inventory.

REGULATORY KEY DESCRIPTIONS

CERCLA = Superfund clean up substance  
HAP = Hazardous Air Pollutants  
MASS = MA Massachusetts Hazardous Substances List  
NJHS = NJ Right-to-Know Hazardous Substances  
OSHA = OSHA workplace Air Contaminants  
PA = PA Right-To-Know List of Hazardous Substances  
SARA313 = SARA 313 Title III Toxic Chemicals  
TXAIR = TX Air Contaminants with Health Effects Screening Level

TSCA = Toxic Substances Control Act

## 16 OTHER INFORMATION

Disclaimer:

Although reasonable care has been taken in the preparation of this document, we extend no warranties and make no representations as to the accuracy or completeness of the information contained herein, and assume no responsibility regarding the suitability of this information for the user's intended purposes or for the consequences of its use. Each individual should make a determination as to the suitability of the information for their particular purpose(s).

END OF MSDS DOCUMENT

MATERIAL SAFETY DATA SHEET

**I. PRODUCT IDENTIFICATION**

MANUFACTURER RE-TEK INC.  
ADDRESS 3320 CLEATON ROAD  
CENTRAL CITY, KY 42330  
PHONE (502) 426-2677  
TRADE NAME EPDM  
CHEMICAL NAME ETHYLENE PROPYLENE DIENE MONOMER  
FORMULA RUBBER HYDROCARBON

**II. HAZARDOUS INGREDIENTS**

Hazardous Components (Specific Chemical Identity; Common name(s))

Non-Hazardous as defined by OSHA Hazard Communications Standard CFR Title 29 Part 1910.1200 and the WHMIS Canadian Legislation

**III. PHYSICAL/CHEMICAL CHARACTERISTICS**

BOILING POINT: N/A  
VAPOR PRESSURE (mm Hg): N/A  
VAPOR DENSITY (AIR = 1): N/A  
SPECIFIC GRAVITY (H<sub>2</sub>O = 1): 1.16  
MELTING POINT: N/A  
EVAPORATION RATE: N/A  
SOLUBILITY IN WATER: VERY, VERY SLIGHT  
APPEARANCE AND ODOR: BLACK-MILD CHARACTERISTIC ODOR

**IV. FIRE AND EXPLOSION HAZARD DATA**

FLASH POINT (METHOD USED): N/A  
EXTINGUISHING MEDIA: STANDARD FIRE EXTINGUISHER, WATER  
DRY CHEMICAL, FOAM  
SPECIAL FIRE FIGHTING PROCEDURE: REGULAR PROCEDURES FOR RUBBER  
FIRES, USE SELF-CONTAINED  
BREATHING APPARATUS  
UNUSUAL FIRE & EXPLOSION HAZARDS NONE

**V. HEALTH HAZARD DATE**

THRESHOLD LIMIT VALUE: NONE ESTABLISHED  
EFFECTS OF OVEREXPOSURE: NONE  
EMERGENCY AND FIRST AID PROCEDURE: WASH EXPOSED SKIN WITH SOAP & WATER

**VI. REACTIVITY DATA**

STABILITY: STABLE, DO NOT HEAT ABOVE 600 DEGREES  
INCOMPATIBILITY: N/A  
HAZARDOUS DECOMPOSITION PRODUCTS: N/A  
HAZARDOUS POLYMERIZATION: WILL NOT OCCUR

**VII. SPILL OR LEAK PROCEDURES**

STEPS TO BE TAKEN IN CASE  
MATERIAL IS RELEASED OR SPILLED SWEEP UP, NO UNUSUAL HAZARDS  
WASTE DISPOSAL METHOD: BURY WHERE PERMITTED AND ACCORDING  
TO FEDERAL, STATE, & LOCAL ACCEPTANCE

**VIII. SPECIAL PROTECTION INFORMATION**

RESPIRATORY PROTECTION: N/A  
VENTILATION: LOCAL EXHAUST RECOMMENDED  
PROTECTIVE GLOVES: N/A  
EYE PROTECTION: SAFETY GLASSES RECOMMENDED

**IX. SPECIAL PRECAUTIONS**

PRECAUTIONS TO BE TAKEN IN HANDLING  
AND STORING STORE IN DRY, COOL PLACE  
OTHER PRECAUTIONS: WEAR CLOTH GLOVES AND APPROPRIATE  
CLOTHING TO MINIMIZE SKIN CONTACT.  
WASH HANDS AFTER HANDLING.

MATERIAL SAFETY DATA SHEET

**I. PRODUCT IDENTIFICATION**

MANUFACTURER RE-TEK INC.  
ADDRESS 3320 CLEATON ROAD  
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TRADE NAME EPDM  
CHEMICAL NAME ETHYLENE PROPYLENE DIENE MONOMER  
FORMULA RUBBER HYDROCARBON

**II. HAZARDOUS INGREDIENTS**

Hazardous Components (Specific Chemical Identity; Common name(s))

Non-Hazardous as defined by OSHA Hazard Communications Standard CFR Title 29 Part 1910.1200 and the WHMIS Canadian Legislation

**III. PHYSICAL/CHEMICAL CHARACTERISTICS**

BOILING POINT: N/A  
VAPOR PRESSURE (mm Hg): N/A  
VAPOR DENSITY (AIR = 1): N/A  
SPECIFIC GRAVITY (H<sub>2</sub>O = 1): 1.16  
MELTING POINT: N/A  
EVAPORATION RATE: N/A  
SOLUBILITY IN WATER: VERY, VERY SLIGHT  
APPEARANCE AND ODOR: GREEN-MILD CHARACTERISTIC ODOR

**IV. FIRE AND EXPLOSION HAZARD DATA**

FLASH POINT (METHOD USED): N/A  
EXTINGUISHING MEDIA: STANDARD FIRE EXTINGUISHER, WATER  
DRY CHEMICAL, FOAM  
SPECIAL FIRE FIGHTING PROCEDURE: REGULAR PROCEDURES FOR RUBBER  
FIRES, USE SELF-CONTAINED  
BREATHING APPARATUS  
UNUSUAL FIRE & EXPLOSION HAZARDS NONE

**V. HEALTH HAZARD DATA**

THRESHOLD LIMIT VALUE: NONE ESTABLISHED  
EFFECTS OF OVEREXPOSURE: NONE  
EMERGENCY AND FIRST AID PROCEDURE: WASH EXPOSED SKIN WITH SOAP & WATER

**VI. REACTIVITY DATA**

STABILITY: STABLE, DO NOT HEAT ABOVE 600 DEGREES  
INCOMPATIBILITY: N/A  
HAZARDOUS DECOMPOSITION PRODUCTS: N/A  
HAZARDOUS POLYMERIZATION: WILL NOT OCCUR

**VII. SPILL OR LEAK PROCEDURES**

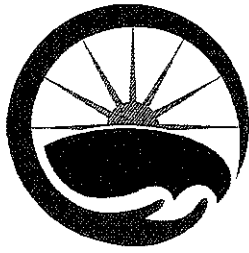
STEPS TO BE TAKEN IN CASE  
MATERIAL IS RELEASED OR SPILLED SWEEP UP, NO UNUSUAL HAZARDS  
WASTE DISPOSAL METHOD: BURY WHERE PERMITTED AND ACCORDING  
TO FEDERAL, STATE, & LOCAL ACCEPTANCE

**VIII. SPECIAL PROTECTION INFORMATION**

RESPIRATORY PROTECTION: N/A  
VENTILATION: LOCAL EXHAUST RECOMMENDED  
PROTECTIVE GLOVES: N/A  
EYE PROTECTION: SAFETY GLASSES RECOMMENDED

**IX. SPECIAL PRECAUTIONS**

PRECAUTIONS TO BE TAKEN IN HANDLING  
AND STORING STORE IN DRY, COOL PLACE  
OTHER PRECAUTIONS: WEAR CLOTH GLOVES AND APPROPRIATE  
CLOTHING TO MINIMIZE SKIN CONTACT.  
WASH HANDS AFTER HANDLING.

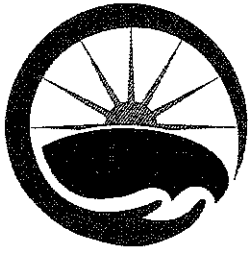


# OUTDOOR

## Safety Surfacing

### Playground Safety Surfacing Aggregate Subsurface Basic Specification

1. Evaluate existing drainage. If the installation area is lower than the adjacent grades and tends to collect water or if there are standing puddles on the subsurface, a subsurface water management system must be installed. It is recommended that an individual with drainage experience such as a soil or civil engineer inspect the site prior to commencement of the installation
2. Remove topsoil until solid, packed and stable subsoil is visible and level. Test subsoil for compaction. If subsoil is of poor quality, then a geotextile fabric may be necessary between the subsoil and the aggregate subsurface.
3. Install retainer edge. Various retainer edging can be used such as wood or concrete retainers installed either above or below grade.
4. Install 4" of aggregate. Contact local soil or civil engineers for detailed local aggregate specifications and performance expectations. Aggregate should be state DOT road base or equivalent such as "crush and run". Aggregate shall consist of crushed rock composed of hard, fractured fragments free of clay coatings. Aggregate shall be produced from bed rock gravel, cobbles or boulders of uniform quality. Aggregate may also contain a blend or combination of crushed gravel, sand and fines. Install material in 2" layers.
5. It is critical that the subsurface be properly compacted. Without adequate subsurface compaction, the planarity of playground safety surface will change as the subsurface planarity changes. Use a vibrating compactor to reach 95% standard proctor density. In most cases it will be impossible to obtain adequate compaction with vibrating compaction alone. Complete multiple passes in both directions. Assist compaction by soaking aggregate with water. Once aggregate has been adequately compacted, a compaction test is recommended.
6. Level subsurface aggregate to +/- 1/4" over 10' measured in any direction. The aggregate will likely have a size ranging from fines to 3/4". This product is difficult to get smooth enough for a proper surface installation due to the larger pieces contained in the mix. To ensure proper planarity, install 1/2" of 1/4" minus granite screenings or "chips and dust" over the final compacted and leveled subsurface. This material is used to fill in the undulations in planarity of the compacted aggregate. Compact material as stated above.



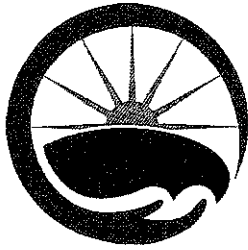
# OUTDOOR

## Safety Surfacing

7. Extend aggregate base 3" to 6" past edge of installation. The edge of the playground safety surfacing is the area of greatest use and abuse. Extending the subsurface 3" to 6" past the anticipated final edge of the playground safety surfacing will assist in stabilizing the edge in the future. When no solid retainer edge is going to be used at the edge of the installation, then the aggregate base must be sloped off at a 4" rise in 12" run. Slope for 12 linear inches or until the compacted subsurface is 4" below finished grade of any adjacent surface. This prevents a tripping hazard in the event the adjacent surface erodes and exposes the edge of the playground safety surfacing.

8. Subsurface slope to be 2% in order to ensure adequate water drainage.

9. Inspect final compacted aggregate base. It is important to carefully inspect any subsurface supplied by an outside contractor. Often Owner assume that installing the playground safety surfacing over the prepared subsurface indicates acceptance and responsibility for the subsurface. Installation over any type of subsurface is only an indication that the playground safety surfacing installer is satisfied with the planarity of the subsurface.



# OUTDOOR

## Safety Surfacing

### PLAYGROUND SAFETY SURFACING

#### LIFE EXTENSION PROGRAM

#### POURED-IN-PLACE PLAYGROUND SAFETY SURFACING SPECIFICATION

#### SECTION 01

#### I. GENERAL

##### 1.1 SECTION INCLUDES

- A. Dual-density, resilient, seamless, poured-in-place, playground safety surfacing.

##### 1.2 RELATED SECTIONS

- A. Section 02 - Maintenance and Cleaning Instructions.
- B. Section 03 - Warranty.
- C. Section 04 - Aggregate Subsurface.
- D. Section 05 - Concrete Subsurface.
- E. Section 06 - Asphalt Subsurface.

##### 1.3 REFERENCES

- A. ASTM F 1292 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- B. US Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook.

##### 1.4 SUBMITTALS

Outdoor Safety Surfacing – 221 Cable Industrial Way Carrollton, GA. 30117 – 770-214-9322 –  
[info@outdoorsafetysurfacing.com](mailto:info@outdoorsafetysurfacing.com)



- A. **Product Data:** Submit manufacturer's product data and installation instructions.
- B. **Samples:** Submit manufacturer's samples of poured-in-place playground safety surfacing showing texture, color, and thickness.
- C. **Test Reports:** Submit certified test reports from qualified independent testing agency indicating results of impact attenuation testing.
- D. **Manufacturer's Project References:**
  - 1. Submit list of successfully completed projects.
  - 2. Include project name and location, name of owner, and type and quantity of poured-in-place playground safety surfacing furnished.
- E. **Installer's Project References:**
  - 1. Submit list of successfully completed projects.
  - 2. Include project name and location, name of owner, and type and quantity of poured-in-place playground safety surfacing installed.
- F. **Maintenance and Cleaning Instructions:** Submit manufacturer's maintenance and cleaning instructions.
- G. **Warranty:** Submit manufacturer's warranty.

## 1.5 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:**
  - 1. Continuously engaged in manufacturing of poured-in-place playground safety surfacing of similar type to that specified.
  - 2. Furnished a minimum of 10,000 square feet of poured-in-place playground safety surfacing of similar type to that specified within the past 6 months.
- B. **Installer's Qualifications:**
  - 1. Successful experience in installation of poured-in-place playground safety surfacing of similar type to that specified, with a minimum of 10 projects completed within last 6 months.
  - 2. Employ persons trained for installation of poured-in-place playground safety surfacing of similar type to that specified.
  - 3. Approved by manufacturer.
  - 4. Covered by Workers Compensation, Automotive and General Liability insurance.

## 1.6 DELIVERY, STORAGE, AND HANDLING

Outdoor Safety Surfacing – 221 Cable Industrial Way Carrollton, GA. 30117 – 770-214-9322 –  
[info@outdoorsafetysurfacing.com](mailto:info@outdoorsafetysurfacing.com)

- A. **Delivery:** Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. **Storage:** Store materials in a dry area at a minimum temperature of 40 degrees F.
- C. **Handling:** Protect materials during handling and installation to prevent damage or contamination.

#### 1.7 ENVIRONMENTAL REQUIREMENTS

- A. **Material Temperature:** Ensure material temperature is a minimum of 40 degrees F at time of installation.
- B. **Air Temperature:** Ensure air temperature is a minimum of 40 degrees F for a minimum of 24 hours before, during, and a minimum of 72 hours after installation.
- C. **Precipitation:** Ensure no prospect of precipitation during and a minimum of 72 hours after installation.

#### 1.8 LIMITATIONS

- A. The following chemicals may cause damage to the poured-in-place playground safety surfacing and should be avoided: disinfectants, concentrated chlorine bleach, gasoline, diesel fuel, hydraulic and lubricating oils, acids and organic solvents.
- B. Dissolved minerals and other chemicals such as hydrochlorides from water play areas, pool surrounds and similar applications may cause surface discoloration.
- C. An amber shading of the upper wear/cap course may be noticeable when using standard binding agent.
- D. Areas in excess of 1000 square feet or composed of adjacent colors may contain a cold joint or seam due to the nature of the installation process. Large areas or adjacent colors require the material to be installed on separate days.

#### 1.9 WARRANTY

- A. A five (5) year warranty from the date of completion of installation shall be provided against defects in materials and workmanship.

## II. PRODUCT

### 2.1 MANUFACTURER

- A. Outdoor Safety Surfacing  
221 Cable Industrial Way  
Carrollton, GA 30117  
Tel 678-390-1109  
Website [OutdoorSafetySurfacing.com](http://OutdoorSafetySurfacing.com)

### 2.2 POURED-IN-PLACE PLAYGROUND SAFETY SURFACING

- A. OSS Surfacing Poured-in-Place Playground Safety Surfacing
1. Description: Dual-density, resilient, seamless, poured-in-place, playground safety surfacing.
  2. Compliance: Meet or exceed CPSC guidelines for impact attenuation.
  3. Material: SBR rubber shreds and EPDM rubber granules mixed with binding agent.
  4. Binding Agent: 100 percent solids, aromatic, MDI polyurethane.
  5. Lower Base/Impact Course: Mixture of black SBR rubber shreds and binding agent.
    - a. Binder to Rubber Ratio: Approximately 16 pounds of binder to 100 pounds of rubber.
    - b. Thickness: Sufficient to meet impact attenuation requirements as determined by designated fall height of playground equipment.
  7. Upper Wear/Cap Course: Mixture of colored and/or black EPDM rubber granules and binding agent.
    - a. Binder to Rubber Ratio: Approximately 22 pounds of binder to 100 pounds of rubber.
    - b. Thickness: 0.5 inch, nominal.
  8. Total Thickness: From 1.5 inches to 5.5 inches as determined by designated fall height of playground equipment.
  9. Colors: Standard color combinations include 50/50 Terra Cotta/Black, 50/50 Beige/Black, 50/50 Green/Black and 50/50 Blue/Black. Custom color combinations, custom solid colors and

custom graphics are optional. Standard color combinations were chosen based on popularity, UV stability, and cost.

- B. Test Results:
  - 1. Impact Attenuation, ASTM F 1292:
    - a. Gmax: Less than 200.
    - b. Head Injury Criteria (HIC): Less than 1,000.
  - 2. After curing our surface is Non-allergenic, Non toxic and non-polluting.

### III. EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas to receive poured-in-place playground safety surfacing. Ensure all applicable site work, including subsurface preparation, fencing, playground equipment installation and all other relevant work, has been completed. Notify owner if areas are not acceptable. Do not begin installation until unacceptable conditions have been corrected.

#### 3.2 PREPARATION

- A. Prepare subsurface in accordance with manufacturer's instructions to ensure proper support and drainage for poured-in-place playground safety surfacing. Finished elevations of subsurface shall be as indicated on the Drawings. Finished elevations of adjacent areas/borders/edging shall be as indicated on the Drawings. Subsurface shall be installed in a true, even plane and sloped to drain unless otherwise indicated on the Drawings.
- B. Aggregate Subsurface: Aggregate subsurface shall be as specified in Section 04.
- C. Concrete Subsurface:
  - 1. Concrete subsurface shall be as specified in Section 05.
  - 2. Apply light broom finish.
  - 3. Ensure concrete is sound with no cracks or loose material.
  - 4. Ensure concrete is a minimum of 28 days old.
  - 5. Test concrete for moisture in accordance with manufacturer's instructions to ensure it has sufficiently cured and is dry.
  - 6. Power wash existing concrete in accordance with manufacturer's instructions.
- D. Asphalt Subsurface:
  - 1. Asphalt subsurface shall be as specified in Section 06.
  - 2. Ensure asphalt is sound with no cracks or loose material.

3. Ensure asphalt is a minimum of 28 days old.
  4. Test asphalt for moisture in accordance with manufacturer's instructions to ensure it has sufficiently cured and is dry.
  5. Power wash existing asphalt in accordance with manufacturer's instructions.
- E. Variations in Elevation: Repair variations in elevation of completed subsurface greater than plus or minus 1/4 inch over 10 feet in any direction.

### 3.3 INSTALLATION

- A. Install poured-in-place playground safety surfacing in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Ensure prepared subsurface is dry, clean and free of any foreign or loose material.
- C. Install edges in accordance with manufacturer's instructions and as indicated on the Drawings.
- D. Install cold seams as indicated on the Drawings.

### 3.4 PROTECTION

- A. Owner shall not allow foot traffic on poured-in-place playground safety surfacing until a minimum of 80 percent cure is obtained. (Estimated time to obtain 80 percent cure will range from 6 to 72 hours depending on temperature and humidity.)
- B. Owner shall protect completed poured-in-place playground safety surfacing from damage during installation and cure time.
- C. Owner shall protect completed poured-in-place playground safety surfacing from damage from subsequent construction activity.

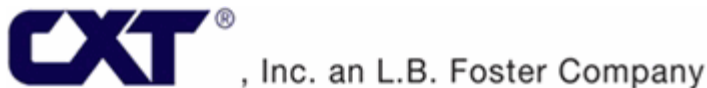
### 3.5 MAINTENANCE AND CLEANING

- A. Owner should maintain and clean poured-in-place playground safety surfacing in accordance with manufacturer's instructions.

**Item Attachment Documents:**

17. River's End Campground, Quote, Bathhouse, \$212,238.76

Quote #: **JCHA504EKZ-1**



**Mailing Address:**

CXT Incorporated, an LBFoster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216

**To: City of Tybee Island**

PO Box 988  
Tybee Island, GA 31328  
USA

**Attention:** Ricky Stewart

**Phone:** (912) 472-5041

**Fax:** (912) 786-4126

**Phone:** (800) 696-5766

**Fax:** (509) 928-8220

**Date:** 02/13/2019

**Re:**

Our quotation for the Santiago - JC10 building is as follows:

Per Building

Santiago family assist flush/shower building with simulated ribbed metal roof and horizontal lap wall texture, two tone color, seven 16-gauge galvanized steel doors and frames, vitreous china plumbing fixtures (6-lavatories, 6-water closets, 6-s/s ADA showers), six stainless steel soap dispensers, six Saniflow hand dryers, six 3-roll toilet paper holders, four RVF6XL exhaust fans, GFI outlets, floor drains, six s/s mirrors, six ss shelves, stainless steel windows and weld plates, three 80 gallon electric hot water heaters, ADA grab bars, ADA signs, ADA shower benches, one hose bib in chase area, one exterior hose bib with weather proof cover, motion controlled interior lights and photo cell controlled exterior lights. Includes PE stamped drawings. Proposal drawing #08-046P

\$212,238.76

\_\_\_\_\_  
\$212,238.76

Quote #: **JCHA504EKZ-1**

, Inc. an L.B. Foster Company

**Mailing Address:**CXT Incorporated, an LBFoster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216**To: City of Tybee Island**PO Box 988  
Tybee Island, GA 31328  
USA**Attention:** Ricky Stewart**Phone:** (912) 472-5041**Fax:** (912) 786-4126**Phone:** (800) 696-5766**Fax:** (509) 928-8220**Date:** 02/13/2019**Re:****FOB:** Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Tybee Island, GA area. Final connection of utilities included.**Terms:** Net 30 with Credit Approval.**Shipment:** Within 90 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.**Notes:** Sales tax not included  
Number of Units: \_\_\_\_**Options:** Insulated building with HVAC **\$40,000**. Air curtains (**all rooms**) **\$6000**.**Turnkey site Prep: \$34,375****Turnkey Site Prep Scope:**

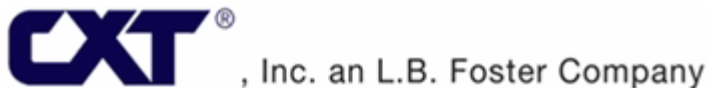
- Construct 6" gravel based pad to CXT spec for CXT 3 section Navajo building.
- Includes plumbing and electrical utilities in gravel pad to CXT spec.
- Elevation benchmark must be marked on site prior to construction.
- Gravel based pad constructed on current natural grade.
- Does not include any subgrade preparation.
- Includes utilities run out to 5' from pad.
- Utilities schedule 40 PVC for sewer and CPVC or copper for water to CXT spec.
- Includes 5' concrete sidewalks around perimeter of building with 6x6 welded wire reinforcing.
- Full install must be ordered.
- Does not include connecting main utilities to pad utilities.
- Includes 1 mobilization and demobilization.
- Change orders must be approved with 24 hours if necessary.
- Owner must have site ready prior to construction.
- CXT not responsible for incidental damage to surrounding landscape.

**Notes:**

- Price does not include the following customer responsibilities;
- Owner responsible for survey.
- Owner responsible for geotechnical services.
- Owner responsible for all locates for building.
- Owner responsible for any and all permits.
- Does not include any retaining walls.
- Does not include any provisions for archeological occurrence.
- Main utilities to building must be marked and clearly identified.
- Main utilities must meet CXT specifications for CXT Flush building.
- Change orders must be approved within 24 business hours.



Quote #: **JCHA504EKZ-1**



**Mailing Address:**

CXT Incorporated, an LBFoster Co.  
3808 North Sullivan Road Bldg. #7  
Spokane Valley, WA 99216

**Phone:** (800) 696-5766  
**Fax:** (509) 928-8220  
**Date:** 02/13/2019

**To: City of Tybee Island**

PO Box 988  
Tybee Island, GA 31328  
USA

**Attention:** Ricky Stewart  
**Phone:** (912) 472-5041  
**Fax:** (912) 786-4126

**Re:**

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_

Jeff Chambers  
JChambers@lbfoster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_ (Signed)

## CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption .
2. Payment Terms  
Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction . These terms are available upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote , purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.
3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings  
Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.
5. Delivery  
Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event shipping of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.
6. Fuel Costs  
Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.
7. Responsibilities of the Customer
  - A. Stake exact location building is to be set, including orientation.
  - B. Provide clear and level site, free of overhead and/or underground obstructions.
  - C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
  - D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
  - E. Customer is responsible for all permits required.
  - F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference .
8. Access to Site  
For Installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.  
To safely offload the facility referred to within this quotation , CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed . CXT is not responsible for cracked or damaged roads , driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site . Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes , CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently .
9. Installation
  - A. **Full Install.** If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site , and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site . Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
  - B. **Set-Only Install.** If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site . Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/ hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
  - C. **Ship-Only.** If customer opts to self-install their building CXT can provide a drawing of the recommended lifting /rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customers cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building . CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
  - D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer 's location.
  - E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work . Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form , incorporated herein by this reference.
10. Transportation  
Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n)....  
Cascadian/Rocky Mountain - Requires 1 truck: When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the

tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck: Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Tioga Special • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark I/Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -

(Arapahoe/OzarkII/Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)

Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweltzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

#### 11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

#### 12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

#### 13. Limitation of Remedies

In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

#### 14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

#### 15. Timing of Billing to Buyer

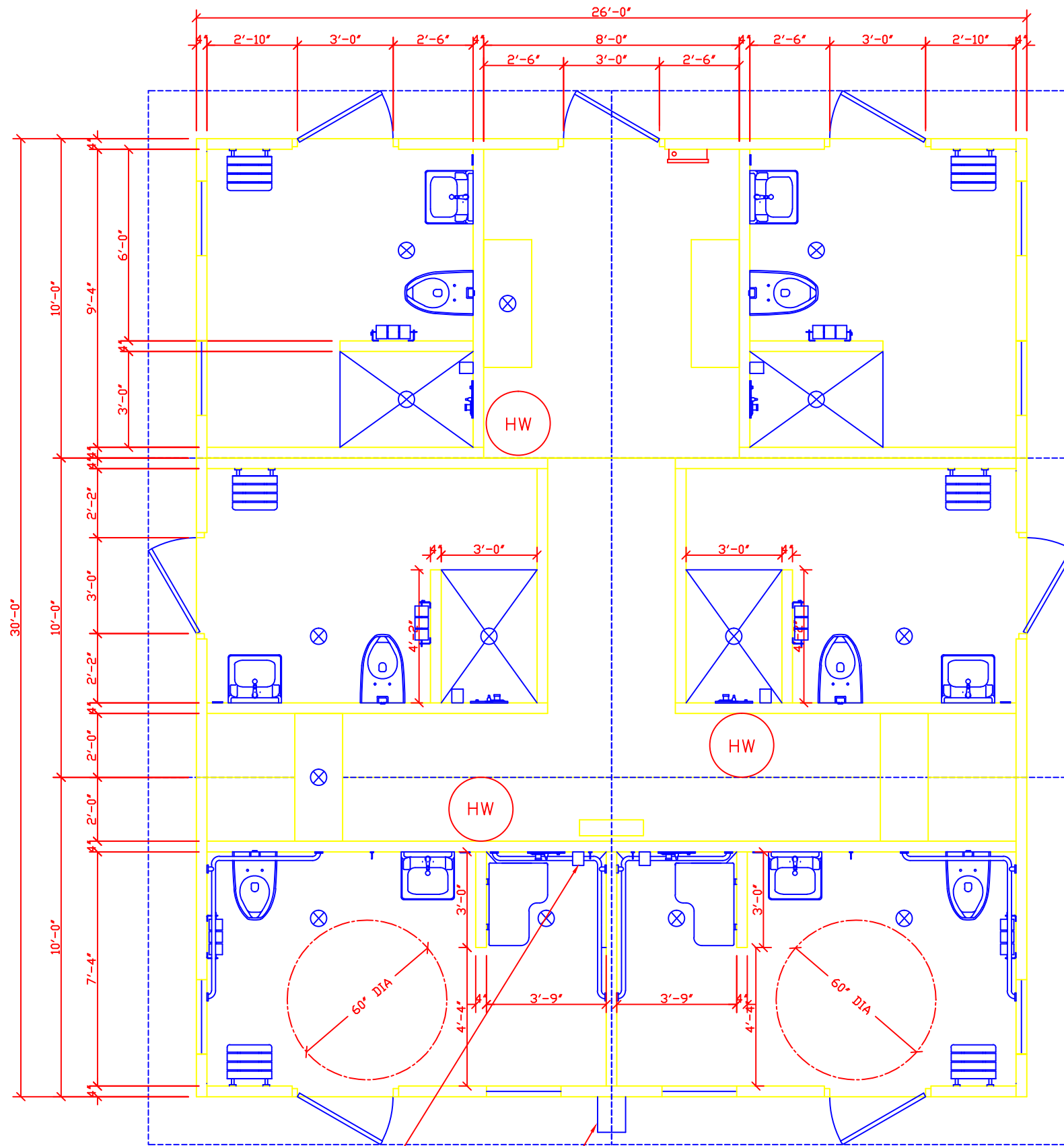
Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

#### 16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

#### 17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.



COIN-OP SHOWER CONTROL  
TYP 6 PLCS

BILL CHANGER

3808 N. Sullivan Bldg. #7 Spokane, WA 99216



**CXT**  
Precast Products

901 N. Highway 77 Hillboro, TX 76645

PROJECT TITLE  
**SANTIAGO**

NOTICE

The information contained herein is proprietary and the exclusive property of CXT Incorporated. The information may only be used by the original recipient for the purpose intended. Reproduction or distribution of this information is strictly prohibited without the prior written consent of CXT Incorporated. By allowing use of this information, CXT Incorporated grants no warranty, express or implied, including a warranty of merchantability or of fitness for a particular purpose.

CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	02-28-08
DRAWN	D BRESSLER	FILE NO.	08-046P
CHECKED		PLOT	48

FLOOR PLAN

DWG NO.	SHEET	REV.
S-03	3	

## Jan LeViner

---

**From:** Jamey Rabun  
**Sent:** Tuesday, March 12, 2019 10:59 AM  
**To:** Jan LeViner  
**Cc:** Shawn Gillen  
**Subject:** Bathhouse Quote

Hi Jan,

For the Agenda

Structure - \$212,238.76  
Turnkey Site Prep - \$34,375  
HVAC and Insulated Building - \$40,000  
Air Curtains - \$6,000

Total: \$292,613.76

### **Jamey Rabun, CPRP**

River's End Campground  
PO Box 988  
5 Fort Avenue  
Tybee Island, GA 31328  
912-786-5518  
[www.riversendcampground.com](http://www.riversendcampground.com)

**Item Attachment Documents:**

18. To request that the City Council approve a change order to the contract with Thompson Engineering for \$4,050 to perform a structural analysis assessment of the wireless cell phone equipment located on the City's water tower at 111 Butler Avenue. Line Item: 505.1512.52.1300

**MAYOR**  
Jason Buelterman

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



**CITY OF TYBEE ISLAND**

**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **City Council Agenda Item Request**

**Council Meeting Date for Request: March 14, 2019**

**Item:** To request that the City Council approve a change order to the contract with Thompson Engineering for \$4,050 to perform a structural analysis assessment of the wireless cell phone equipment located on the City's water tower at 111 Butler Avenue.

**Explanation:** On February 28, 2019, the City Council approved a contract to allow T-Mobile to lease cell tower space on the water tower located on 111 Butler Avenue contingent upon the City's approval of T-Mobile's equipment construction drawings. The City requested a proposal from Thompson Engineering to evaluate T-Mobile's equipment construction drawings and performs a structural analysis of the existing equipment currently installed on the water tower. Thompson Engineering can perform the structural analysis for \$4,050.

**Budget:** The cost of the contract will be charged to Water and Sewer Fund Finance Department's Accounting Division, line item 505.1512.52.1300, Contract Services to pay for the contract.

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

Submitted by: Angela Hudson, Finance Director

Phone / Email: (912) 472-5021/ahudson@cityof tybee.org

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

March 12, 2019

Date given to Clerk of Council

**Single Project Agreement  
General Terms and Conditions**

**Exhibit A**

**ACKNOWLEDGMENT OF ORDER**

**DATE:** March 11, 2019  
**ORDERED BY:** Mrs. Angela Hudson  
**RE:** City of Tybee Island Water Tower Analysis Proposal  
**CLIENT:** City of Tybee Island  
P.O. Box 2749  
Tybee Island, GA 31328

**Dear Mrs. Hudson,**

Thank you for requesting our engineering services for the structural analysis of the water tower on Butler Avenue. It is our understanding that T-Mobile would like to remove and replace some of their existing cell antennas with new larger ones. The existing and new antennas are / will be mounted to the top of the Butler Avenue Water Tower and fastened to the existing guardrail that runs along the perimeter of the water tower. Other carriers also have antennas mounted to this guardrail as well. Before allowing T-Mobile to replace their existing equipment, the City of Tybee would like to have the water tower and the antenna mounting locations structurally evaluated to determine if the new equipment will cause structural damage to the water tower.

**Scope of Work**

Our services will consist of the following:

- Structural Evaluation Phase
  - Perform a visual observation of the accessible areas of the water tower to ascertain existing conditions and existing construction details.
  - Perform the structural analysis of the framing supporting the antennas and on the water tower itself.
  - Prepare structural report outlining our findings and provide any recommended structural upgrades.

**Exclusions**

Items **not** included in the scope of services are as follows:

- Structural inspections of any portions of the water tower that are inaccessible, behind finishes, or underground.
- Geotechnical investigations of the existing foundations.

**INFORMATION REQUIRED:**

Thompson Engineering requires the following information:

- A copy of the water tower's construction drawings. If these are not available, Thompson Engineering will not be able to analyze the water tower and will be our recommendations solely on our visual observations.





**Single Project Agreement  
General Terms and Conditions**

**FEE (BASIS):**

We will perform these services in accordance with the General Terms and Conditions attached hereto and our fees will be performed on a lump sum basis.

Structural Evaluation Phase:	Lump Sum	\$ 4,050.00
------------------------------	----------	-------------

We anticipate commencement of our work within fourteen (14) calendar days from receipt of your authorization to proceed with completion within twenty one (21) calendar days from commencement.

Attached hereto are the standard “General Terms and Conditions: which are to be made part of this agreement. Kindly return written authorization as provided on page 6. If you need further information or have any questions, please contact me at 251-490-6755.

Sincerely,

**THOMPSON ENGINEERING, INC.**

George “Geep” Bockhold, P.E.  
Branch Manager Savannah Office

## Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter Thompson Engineering) and the undersigned Client (“referred to herein as the “Client”). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents warrants and agrees as follows:

### 1. SCOPE OF WORK

**Thompson Engineering** shall perform such services as are described in this contract and as described in **Exhibit A** (the “Work”).

### 2. INVOICES

The Client shall pay **Thompson Engineering** for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on **Thompson Engineering’s** standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client’s request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

In the event this agreement is terminated before the completion of all services, unless **Thompson Engineering** is responsible for such termination, Client agrees to release **Thompson Engineering** from all liability for services performed. In the event all or any portion of the services by **Thompson Engineering** are suspended, abandoned, or otherwise terminated, Client shall pay **Thompson Engineering** all fees and charges for services provided prior to termination. If **Thompson Engineering’s** services are suspended and restarted, **Thompson Engineering** will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 2 of this agreement.

Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with **Thompson Engineering’s** usual and customary billing rates. If any staking or monuments are damaged, removed or destroyed by anyone other than **Thompson Engineering**, the entire cost of new staking or monumentation shall be paid for by Client as extra services in accordance with section 2.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson Engineering** shall be reimbursed on a time and material basis in accordance with **Thompson Engineering’s** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

### 3. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work.

While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client’s property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering’s** responsibility.

### 4. UTILITIES

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures or utilities which are not called to **Thompson Engineering’s** attention and correctly shown on the plans furnished by the Client.

If field services (i.e. survey, geotechnical) services are included in the scope of work, **Thompson Engineering** is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, physical devices and facilities, pipelines or buried cables unless specifically included in writing in this agreement, and shall not be responsible for any liability that may arise out of the making of or failure to make such determination or location of any subsurface condition. Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes, shall be paid for by Client as extra services in accordance with section 2

### 5. SAMPLES

**Thompson Engineering** will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client’s expense upon written request.

### 6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

**Thompson Engineering** will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own risk. **Thompson Engineering** consents that its informa

## Single Project Agreement General Terms and Conditions

may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of **Thompson Engineering**.

### 7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

### 8. PROFESSIONAL RESPONSIBILITY

**Thompson Engineering** represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

### 9. NOT USED

### 10. INSURANCE

**Thompson Engineering** represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson Engineering** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson Engineering** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

### 11. NOT USED

### 12. ASSIGNS

Neither the Client nor **Thompson Engineering** may delegate, assign, subcontract or transfer his duties or interest in this Agreement without the written consent of the other party.

### 13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Thompson Engineering's** report or shown on sketches will be based upon information furnished by others or estimates made in the field by **Thompson Engineering's** representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, **Thompson Engineering** reserves the right to deviate a reasonable distance from the location specified. **Thompson Engineering** reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Thompson Engineering** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Thompson Engineering's** standard fee schedule.

### 14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will **Thompson Engineering** take the initiative in issuing this order. **Thompson Engineering** will only provide data and recommendations.

### 15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. **Thompson Engineering** can make temporary repairs at the time of **Thompson Engineering's** inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, **Thompson Engineering** will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from **Thompson Engineering's** temporary repairs.

### 16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, **Thompson Engineering** shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and **Thompson Engineering**, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow **Thompson Engineering** to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract d

## Single Project Agreement General Terms and Conditions

**Thompson Engineering** shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, and any entity performing any portion of the work, or any agents or employees of any of them. **Thompson Engineering** does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

### 17. SAFETY

Should **Thompson Engineering** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson Engineering** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

### 18. HAZARDOUS SUBSTANCES

Client agrees to advise **Thompson Engineering**, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

### 19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall

retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

### 20. NOT USED

### 21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and **Thompson Engineering** and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

### 22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

# Thompson Engineering *a Thompson, Inc. company*

## General Terms and Conditions

### Approved and Authorized by:

\_\_\_\_\_  
(Client)

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

As its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Thompson Engineering, Inc.

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

As its: Branch Manager Savannah Office

Date: \_\_\_\_\_

Address: 517 E Congress Street

Savannah, GA 31401

\_\_\_\_\_

Individual with authority and the company responsible for payment of Thompson Engineering, Inc.'s services.

Please return executed copy of these terms and conditions to the attention of:

George "Geep" Bockhold, P.E. / Laura Key

Cell: (251) 490-6755

Office (912) 335-4934

**Item Attachment Documents:**

19. Approval of AXON In-Car Camera System, TIPD. Four year lease program. Line Item: 322-3210-54-2100, SPLOST 2014, Only first year payment of \$21,903.49.



# AXON

**Tybee Island Police Dept. - GA**

**AXON SALES REPRESENTATIVE**

David Gollobit  
(480) 905-2060  
dgollobit@axon.com

**ISSUED**

2/18/2019

Page 231

**SALES REPRESENTATIVE**

David Gollobit

Phone: (480) 905-2060

Email: dgollobit@axon.com

Fax: 888-821-8703

**PRIMARY CONTACT**

Joseph Fobes

Phone: (912) 472-5094

Email: jfobes@cityoftybee.org



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**SHIP TO**

Joseph Fobes  
 Tybee Island Police Dept. - GA  
 78 Van Horne St  
 Tybee Island, GA 31328  
 US

**BILL TO**

Tybee Island Police Dept. - GA  
 78 Van Horne St  
 Tybee Island, GA 31328  
 US

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	13	1,419.00	950.73	12,359.49
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	13	0.00	0.00	0.00
<b>Hardware</b>					
80179	FLEET 2 TAP TRUE-UP PAYMENT	13	638.00	638.00	8,294.00
71079	CAMERA SYSTEM, FRONT, FLEET 2	13	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	13	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	13	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	26	0.00	0.00	0.00
74027	Axon Fleet Dongle	13	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	13	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	13	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	13	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	13	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	13	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	13	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	26	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	26	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	13	0.00	0.00	0.00



## Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
No Router	No Router (Declined)	13	0.00	0.00	0.00
<b>Services</b>					
80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	1	6,000.00	1,250.00	1,250.00
Subtotal					21,903.49
Estimated Shipping					0.00
Estimated Tax					0.00
Total					21,903.49

## Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	1	408.00	0.00	0.00
<b>Hardware</b>					
71079	CAMERA SYSTEM, FRONT, FLEET 2	1	380.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	1	20.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	1	380.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	1	180.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	1	20.00	0.00	0.00
70112	AXON SIGNAL UNIT	1	279.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	2	100.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	2	20.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	2	15.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	1	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	1	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	1	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

## Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	13	1,548.00	1,548.00	20,124.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	13	0.00	0.00	0.00
				Subtotal	20,124.00
				Estimated Tax	0.00
				Total	20,124.00

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	13	1,548.00	1,548.00	20,124.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	13	0.00	0.00	0.00
				Subtotal	20,124.00
				Estimated Tax	0.00
				Total	20,124.00

## Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	13	1,548.00	1,548.00	20,124.00
85739	FLEET EVIDENCE.COM STORAGE, UNLIMITED	13	0.00	0.00	0.00
				Subtotal	20,124.00
				Estimated Tax	0.00
				Total	20,124.00

<b>Grand Total</b>	<b>82,275.49</b>
--------------------	------------------

## Discounts (USD)

Quote Expiration: 12/31/2018

List Amount	95,050.00
<b>Discounts</b>	<b>12,774.51</b>
<b>Total</b>	<b>82,275.49</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	21,903.49
Spares	0.00
Year 2	20,124.00
Year 3	20,124.00
Year 4	20,124.00
<b>Grand Total</b>	<b>82,275.49</b>

STATEMENT OF WORK & CONFIGURATION DOCUMENT

**Axon Fleet In-Car Recording Platform**





This document details a proposed system design

Agency Created For: Tybee Island Police Dept. - GA

Quote: Q-161552-43514.856DG

<b>Sold By:</b>	David Gollobit
<b>Designed By:</b>	Jake Borro
<b>Installed By:</b>	Axon
<b>Target Install Date:</b>	

## VEHICLE OVERVIEW

SITE NAME		CUSTOMER NAME	
Headquarters		Tybee Island Police Dept. - GA	
<b>Total Configured Vehicles</b> <ul style="list-style-type: none"> <li>• 13 Total Vehicles with this Configuration</li> </ul>			 Axon Camera   Signal Unit   In-Car Router   Battery Box
<b>Video Capture Sources</b> <ul style="list-style-type: none"> <li>• 26 Total Cameras Deployed</li> <li>• 1 Axon Signal Unit(s) Per Vehicle</li> </ul>			
<b>Mobile Data Terminal Per Vehicle</b> <ul style="list-style-type: none"> <li>• 1 Located In Each Vehicle</li> </ul>			
<b>Mobile Router Per Vehicle</b> <ul style="list-style-type: none"> <li>• 1 Cradlepoint IBR900 Series</li> </ul>			
<b>Offload Mechanism</b> <ul style="list-style-type: none"> <li>• 4G LTE Cellular</li> </ul>			
<b>Evidence Management System</b> <ul style="list-style-type: none"> <li>• Evidence.com</li> </ul>			

## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

### Vehicle Hardware

<b>Vehicle Hardware</b>	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900 Series router will be installed in each vehicle
<b>Axon Battery Boxes</b>	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
<b>Signal Activation Methods</b>	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
<b>Mobile Data Terminal</b>	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
<b>Mobile Data Terminal Requirements</b>	<p><b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p><b>Hard Drive:</b> Must have 25GB+ of free disk space</p> <p><b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater</p> <p><b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p><b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p><b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

<b>Additional Considerations</b>	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
<b>Hardware Provisioning</b>	Axon will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

### In-Car Network Considerations

<b>Network Requirements</b>	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
<b>Network Addressing</b>	<b>IP Addressing</b>		<b>Total IPs Required</b>
	Axon Fleet Cameras	26	52
	Mobile Data Terminal	13	
	Cradlepoint IBR900 Series	13	
<b>Hardware Provisioning</b>	Customer to provide all IP addressing and applicable network information		

### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

<p><b>Project Management</b></p>	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
<p><b>Vehicle Installation</b></p>	<p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> <li>○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul>
<p><b>Custom Trigger Installation</b></p>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p><b>Training</b></p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.</p>

## 4G / Cellular Offload Considerations

Network Considerations	The Cradlepoint IBR900 Series will be the connection which allows 4G upload of recorded video
	The customer will ensure that their cellular contract does not allow for data throttling, or service denial, once a set data threshold is met. Throttling or denial of service will negatively affect Fleet upload capabilities.
	The MDT's 4G connection will facilitate the upload of recorded video content.
Hardware Provisioning	The customer will provide all 4G sim cards as required by their mobile provider.



## Notes

This quote contains 13 Unlimited Fleet 2.0 licenses to be added to existing contract 14049 (originated via Q-128228). These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date of the referenced contract.

Fleet cameras contained in this quote will be covered under the Technology Assurance Plan (aka TAP or Taser Assurance Plan) for like product and will be eligible for ONE replacement at the end of the above referenced contract.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to David Gollobit at [dgollobit@axon.com](mailto:dgollobit@axon.com) or fax to 888-821-8703

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-161552-43514.856DG

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**Item Attachment Documents:**

20. Repeal and Readopt, First Reading, 2019-02, Sec 42-66, Fireworks

ORDINANCE NO. 02-2019

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
FOR THE CITY OF TYBEE ISLAND, GEORGIA,  
SO AS TO CREATE A NEW SECTION RELATING TO  
CONSUMER FIREWORKS AND FIREWORKS AND  
TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the governing authority desires add to Article III, Section 42-66 as to consumer fireworks and fireworks, to repeal conflicting ordinances and for other purposes.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of the City of Tybee Island, Georgia, Article V, Section 42-66, Fireworks, is hereby added and the Code is amended so that hereafter the section and Code shall read as hereinafter provided.

**SECTION 1**

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Article III, Chapter 42, to be amended so as to add sections relating to consumer fireworks and fireworks, and the Code is hereby amended to add Section 42-66 to hereafter read as shown below.

**SECTION 2**

**Sec. 42-66.**

Except as expressly permitted by state law or as otherwise provided herein, the discharge of consumer fireworks within the city at other than permitted events shall be unlawful.

(a) All words or phrases specifically defined in O.C.G.A. § 25-10-1 and used herein shall have the definition attributed to such word or phrase as provided in O.C.G.A. § 25-10-1, *et*

*seq.* Consumer fireworks may only be used and sold as provided in the provisions of O.C.G.A. § 25-10-1 and except as otherwise provided herein.

(b) Any producer of an event desiring to conduct a public display of fireworks shall first obtain a permit from the Judge of the Probate Court of Chatham County in accordance with the provisions set forth under state law. A special use permit shall be required for anyone seeking to ignite or cause to be ignited consumer fireworks beyond the time within which fireworks may be used under state law or outside of the time limits established under state law. Fireworks may not be used when pursuant to O.C.G.A. § 25-10-2(b)(3)(E) the governor has declared a prohibition on use due to draught conditions. Further, fireworks may be lawfully used from 10:00 a.m. up to and including 11:59 p.m. on any day unless during such times the noise from such use or ignition is not in compliance with the City Noise Ordinance. Additionally, state law permits the use of fireworks on January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September, and December 31 of each year after the time of 10:00 a.m. and up to and including the time of 11:59 p.m. and on January 1 of each year beginning at the time of 12:00 Midnight and up to and including the ending time of 1:00 a.m.

(c) Consumer fireworks may not be used indoors or within the right of way of any public road, street, or highway, or in any other location specifically prohibited by state law and, further, may not be used, ignited, or caused to be ignited on any property wherein its use has not been authorized by the property owner or individual or entity in control thereof, including the property of the city of Tybee Island.

(d) Consumer fireworks may not be used within 100 yards of a facility engaged in retail gasoline sales or storage or any facility engaged in producing, refining, processing or blending any flammable liquid or gas(es) for sale or within 100 yards of any electric substation.

(e) Consumer fireworks may not be used, ignited, or caused to be ignited in Jaycee Park, Memorial Park, the beach of the city, or any other property, including but not limited to any park, historic site, recreational area or other property owned, operated by, and/or under the control of the city unless a special use permit therefor has been granted. Special use permits shall require a fee of \$100.00.

(f) Consumer fireworks may not be used, ignited, or caused to be ignited by any person under the influence of alcohol or any drug or any combination thereof to the extent that it is less safe or unlawful for such person to ignite consumer fireworks or as provided in O.C.G.A. § 25-10-2.1.

(g) It shall be unlawful to use, ignite, or cause to be ignited any consumer fireworks within one hundred (100) yards of a nursing home. This prohibition shall not apply to the owner or operator of a nursing home facility.

(h) It shall be unlawful to use, ignite, or cause to be ignited any consumer fireworks in such a manner as to endanger the safety of life, limb, health or property of any person.

(i) Every licensed distributor selling consumer fireworks pursuant to this Code section shall have within the retail display area all signs and information required under state law as now exists or as hereinafter amended. Such signs shall include the permissible days and times for the use or ignition of consumer fireworks as provided herein and as provided by state law.

### **SECTION 3**

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such

illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

**SECTION 4**

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

**SECTION 5**

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

**SECTION 6**

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

CLERK OF COUNCIL

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

ENACTED: \_\_\_\_\_



**Item Attachment Documents:**

21. Repeal and Readopt First Reading, 2019-05, Sec 22-110 and 22-112, Noise



ORDINANCE NO. 2019-05

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
FOR THE CITY OF TYBEE ISLAND, GEORGIA,  
TO AMEND THE PROVISIONS OF CHAPTER 22, ARTICLE IV,  
NOISE, SO AS TO REPEAL THE EXISTING ORDINANCE  
AND TO ADOPT A NEW ORDINANCE FOLLOWING  
THE PUBLICATION OF NOTICE AS REQUIRED BY  
STATE LAW AND TO ESTABLISH AN EFFECTIVE DATE AND  
TO REPEAL CONFLICTING ORDINANCES AND FOR OTHER PURPOSES

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the City of Tybee Island has in place a noise ordinance designated as Section 22-110; and

WHEREAS, such noise ordinance is a general noise ordinance addressing various kinds of sources of noise and noises in general including all manner of sounds or noises; and

WHEREAS, the City also has an ordinance designated as 46-66, et seq. and which addresses the use and sale of consumer fireworks; and

WHEREAS, due to changes in state law applicable to fireworks and noise ordinances, it is appropriate and necessary for the City to adopt a new noise ordinance which shall generally apply to all sounds and noises within the City.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, SHALL BE AMENDED AS FOLLOWS:

**SECTION 1**

Present Article IV, Chapter 22, Noise, Sections 22-110 and 22-112 are to be repealed and replaced with identical Sections 22-110 and 22-112, including all subsections of each section thereof. Therefore, the ordinance and Article are readopted and are to be in full force and effect upon the effective date hereof.

**SECTION 2**

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

**SECTION 3**

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

**SECTION 4**

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

**SECTION 5**

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

ENACTED: \_\_\_\_\_

572.001.Ordin 2018//16-2018 noise 07.02.18

**Item Attachment Documents:**

23. Minutes, Ethics Commission, February 18, 21, and 27, 2019

# **Ethics Commission Minutes**

## **Meeting February 18, 2019**

Approved February 27, 2019

Members Present: Ben Goggins, Patrick Lovato, James McNaughton, Michael Pappas, and Frances Kay Strickland

Members Absent: Dennis Alexander

Ex-Officis Present: Janice Elliott, Recording Clerk

Invited Guests: Charlie Barrow, Attorney for Ethics Commission

### **Minutes:**

Frances Kay Strickland made a motion for the February 21, 2018 meeting minutes to be approved. Ben Goggins seconded. Minutes were approved.

### **Old Business:**

#### **Discussion of the New Ethics Procedure – Attorney Charlie Barrow**

Charlie Barrow, as the attorney of the Ethics Commission, stated on record that a petition had been filed by a citizen complaining of an action taken by a council member. He then walked the members through the procedure as to how to handle the petition. “The job today is to see if it meets the bare minimum requirements to proceed further,” he explained to the members. If the members agree that there is enough information to proceed, the subject of the complaint will receive written notice by Certified Mail. A response will be collected from the respondent (within 30 days of notification); pertinent information will be gathered in order to investigate the matter fully; a meeting will be held at which the complainant and the respondent will be present to offer any other information they wish to present. The first meeting is an informal conference – a discussion. If it can be resolved at the informal meeting, the proceedings end. If it cannot be resolved in an informal discussion, then the proceedings continue. Another meeting will be set for a more formal presentation of evidence. We are here today to look at the minimum. Assuming the petition is true, could it theoretically create a violation and if it does, we move forward.

### **New Business:**

#### **Review and Discussion of pending Ethics Complaint received February 12, 2019 by Ethics Commission Chair, Michael Pappas**

There was discussion on whether this petition was an ethics violation.

There was a concern by Ben Goggins that this did not merit an ethics violation. He felt that based on the two quotes in the petition seemed to be opinions. “These quotes seem to be casual with no immediate financial interest,” Goggins stated. He suggested a weakness in the petition.

Frances Kay Strickland felt that the council member mentioned in the complaint should have taken a step back and not make the recommendation as such. She stated that we want all people to know that we enhance the public's confidence in the integrity of the city government and management as stated in our by-laws. Even if it does not hold a lot of substance, we should follow through and lay the ground work.

Michael asked the opinions of the other Ethic Commission members. The other two members were in agreement with Ben Goggins, but one felt to do their due diligence that the proceeding should move forward.

Michael called for a motion to vote for or against further action. Frances Kay Strickland moved to proceed with further action. The motion was approved 4 to 1 with Ben Goggins voting against.

City email addresses were discussed. New members need city accounts set up. All ethics communications will be sent via the city email address.

Charlie Barrow cautioned the Ethics Commission not to go out and do their own investigations. A digital copy of the meeting is available through the Clerk's office for review.

Next scheduled meeting is for February 27, 2019 at 4:00 pm in the Public Safety Conference Room. This meeting is the annual meeting for the Ethic Commission.

**Adjournment:**

Frances Kay Strickland motioned to adjourn the meeting. James McNaughton seconded. Motion carried. Meeting adjourned.

02/20/2019je

**Ethics Commission Minutes  
Annual Meeting February 21, 2018  
Approved 02/18/2019**

Members Present: Dennis Alexander, Ben Goggins, Katherine Garlington, Michael Pappas, and Frances Kay Strickland

Members Absent: Sheldon Tenenbaum

Ex-Officos Present: Janice Elliott, Recording Clerk

Invited Guests: Jason Buelterman

**Swearing in of Officers:**

Mayor Jason Buelterman administered the oath to Dennis Alexander and Ben Goggins.

**Roll:**

Michael Pappas, called the meeting to order. Roll was taken. All members were present except for Sheldon Tenenbaum who was out of the country.

**Election of Officers:**

Called for nomination for Chairman – Dennis Alexander nominated Michael Pappas. Frances Kay Strickland seconded the motion. Motion carried – one abstention (Michael Pappas) .

Called for nomination for Vice-Chairman – Frances Kay Strickland nominated Katherine Garlington for Vice Chairman. Dennis Alexander seconded the motion. Motion carried unanimously.

Kathy Jackson served on the Ethics Commission since April 29, 2010 – almost 8 years.

**Minutes:**

The Ethics Commission did not vote on the minutes.

**Old Business:**

**Outcome of the recommendations sent to the Mayor and Council for approval**

- **See New Ethics Ordinance approved July 13, 2017**

Reviewed the changes that occurred in the Ethics Ordinance approved July 13, 2017 by the Mayor and Council.

Section 23-1. – Definitions	City official definition was changed
Section 23-43. Complaints	Added to the ordinance Section 23-43 (c) To discourage the filing of ethics complaints solely for political purposes..... Added to the ordinance – 23-43 (f) A person (complainant) alleging that the City Manager, the City Attorney, the City Clerk or a Municipal Court Judge violated any

provision of this code may submit a written and signed complaint to the Mayor and Council.....

Section 23-46. – Legal Fees Added to the Ordinance

Reviewed the Ethics Complaint Procedure Packet documents updated February 2, 2017 for compliance to the updated ordinance.

Updated Ethics Complaint Procedure was good. Complainant Letter had a few typographical errors that needed to be changed. A few minor changes and additions were done to the Respondent Letter. (See attached documents)

All documents with and without changes were voted on and approved by the Ethics Commission.

**New Business:**

Open Ethics Commission Position – There is an opening for the Ethics Commission, please encourage applicants.

**Adjournment:**

Michael Pappas motioned to adjourn the meeting. Frances Kay Strickland seconded. Motion carried. Meeting adjourned.

03/01/2018je



## Ethics Commission Minutes

February 27, 2019

Approved March 11, 2019

**Members Present:** Michael Pappas, Ben Goggins, Patrick Lovato, Dennis Alexander and Zelda Tenenbaum.

**Members Absent:** James McNaughton and Frances Kay Strickland

**Ex-Officio Present:** Jan LeViner, Clerk of Council, Recording Clerk

### **Roll:**

Michael Pallas called the meeting to order. Roll was taken

### **Election of Officers for 2019**

**Dennis Alexander** made a motion for Michael Pappas to be President. **Zelda Tenenbaum** seconded. **Dennis Alexander** made a motion for nominations to be closed. **Ben Goggins** seconded. Vote was unanimous to close nominations. Vote was unanimous to approve Michael Pappas as President. **Ben Goggins** nominated Dennis Alexander as Vice President. **Michael Pappas** seconded. Vote was unanimous to approve.

### **Minutes:**

Mr. Alexander asked Mr. Pappas if the Ethics Complaint had been circulated at the February 20, 2019 meeting. Mr. Pappas responded no but prior to the next meeting the Commission will be provided with a copy of the Complaint to include the response from Councilmember Parks. Mr. Pappas explained at the next meeting Mr. Barrow will be in attendance for a discussion of the Complaint. Mr. Alexander asked if the upcoming meeting would be an informal meeting to discuss the Complaint as well as the response. Mr. Pappas confirmed. **Ben Goggins** made a motion to approve the February 20, 2019 meeting minutes. **Patrick Lovato** seconded. Minutes were approved unanimously. As there were visitors in the meeting, Mr. Alexander explained the process the Commission follows once an Ethics Complaint has been received. Mr. Pappas asked Ms. LeViner to forward a copy of the Ethics Complaint and response from Councilmember Parks to the members of the Commission. **Ben Goggins** made a motion to approve the minutes. **Patrick Lovato** seconded. Vote was unanimous to approve.

### **Old Business**

None

**New Business**

Mr. Pappas canvased the Commission for availability of scheduling the next meeting. Monday, March 4, 2019 as 4:00PM was the date recommended contingent upon availability of Mr. Barrow, Mr. Reed and Councilman Parks. Ms. Elliott to reach out to the other members regarding availability.

**Adjournment:**

**Dennis Alexander** made a motion to adjourn. **Ben Goggins** seconded. Vote was unanimous to adjourn.

Meeting adjourned at 4:30PM.

**Item Attachment Documents:**

24. Minutes, Finance Committee, March 6, 2019

RECYCLE	DISCOUNT	CUSTOMER	MONTHLY	YEARLY
SENIOR	\$ 6.78	34	\$ 221.00	\$ 2,652.00
S DAY	\$ 2.24	816	\$ 1,828.00	\$ 21,934.00
GARBAGE				
S DAY	\$ 4.15	834	\$ 3,461.00	\$ 41,533.00
YARD DEBRIS	\$ 4.64	2595	\$ 12,041.00	\$ 144,492.00
TOTAL			\$ 17,551.00	\$ 210,611.00

**City of Tybee Island Water & Sewer Rate Schedule - Rate Change Reflects 1.9% CPI**

Service		Rate Adopted 8.26.10	Rate Adopted 6.13.13	Rate Adopted 1.23.14	Rate Adopted 2.26.15	Rate Adopted 2.11.16	Rate Adopted 3.9.17	Rate Adopted 2.22.2018	Rate Adopted 2.1.2019
Water:	Commercial Multi	\$ 10.86	\$ 11.55	\$ 11.72	\$ 11.82	11.90	12.20	12.45	12.69
	Additional Units (no kitchen)	\$ 7.00	\$ 7.44	\$ 7.55	\$ 7.61	7.67	7.86	8.02	8.17
	Commercial Single	\$ 10.86	\$ 11.55	\$ 11.72	\$ 11.82	11.90	12.20	12.45	12.69
	Bed & Breakfast	\$ 10.86	\$ 11.55	\$ 11.72	\$ 11.82	11.90	12.20	12.45	12.69
	Municipal	\$ 10.86	\$ 11.55	\$ 11.72	\$ 11.82	11.90	12.20	12.45	12.69
	Residential - Single Family	\$ 9.55	\$ 10.15	\$ 10.30	\$ 10.38	10.46	10.72	10.94	11.15
	Residential - Multi Family (per kitchen)	\$ 9.55	\$ 10.15	\$ 10.30	\$ 10.38	10.46	10.72	10.94	11.15
	Consumption	\$ 9.55	\$ 10.15	\$ 10.30	\$ 10.38	10.46	10.72	10.94	11.15
	Residential - Senior	\$ 4.60	\$ 4.89	\$ 4.96	\$ 5.00	5.04	5.16	5.27	5.37
				\$ -	\$ -	0.00	0.00	0.00	0.00
Sewer:	Commercial Multi	\$ 24.83	\$ 26.40	\$ 26.80	\$ 27.01	27.20	27.88	28.46	29.01
	Additional Units (no kitchen)	\$ 7.00	\$ 7.44	\$ 7.55	\$ 7.61	7.67	7.86	8.02	8.17
	Commercial Single	\$ 24.83	\$ 26.40	\$ 26.80	\$ 27.01	27.20	27.88	28.46	29.01
	Bed & Breakfast	\$ 24.83	\$ 26.40	\$ 26.80	\$ 27.01	27.20	27.88	28.46	29.01
	Municipal	\$ 24.83	\$ 26.40	\$ 26.80	\$ 27.01	27.20	27.88	28.46	29.01
	Residential - Single Family	\$ 21.86	\$ 23.24	\$ 23.59	\$ 23.78	23.94	24.54	25.06	25.53
	Residential - Multi Family (per kitchen)	\$ 21.86	\$ 23.24	\$ 23.59	\$ 23.78	23.94	24.54	25.06	25.53
	Residential -	\$ 11.08	\$ 11.78	\$ 11.96	\$ 12.05	12.14	12.44	12.70	12.94

**Consumption Rates per 1,000 Gallons:**

Service:	Usage Volume:	Rate Adopted 8.26.10	Rate Adopted 6.13.13	Rate Adopted 1.23.14	Rate Adopted 2.12.15	Rate Adopted 2.11.16	Rate Adopted 3.9.17	Rate Adopted 3.9.17	Rate Adopted 2.1.2019
Water:	0 - 3,000 gallons								
	3,000 - 5,000 gallons	\$ 3.00	\$ 3.19	\$ 3.24	\$ 3.26	3.29	3.37	3.44	3.50
	5,000 - 10,000 gallons	\$ 3.25	\$ 3.46	\$ 3.51	\$ 3.54	3.56	3.65	3.73	3.80
	10,000 - 20,000 gallons	\$ 3.50	\$ 3.72	\$ 3.78	\$ 3.81	3.83	3.93	4.01	4.09
	20,000 and above	\$ 3.75	\$ 3.99	\$ 4.05	\$ 4.08	4.11	4.21	4.30	4.38
				\$ -	\$ -	0.00	0.00	0.00	0.00
Sewer:	0 - 3,000 gallons	\$ -	\$ -	\$ -	\$ -	0.00	0.00	0.00	0.00
	3,000 - 5,000 gallons	\$ 3.00	\$ 3.19	\$ 3.24	\$ 3.26	3.29	3.37	3.44	3.50
	5,000 - 10,000 gallons	\$ 3.25	\$ 3.46	\$ 3.51	\$ 3.54	3.56	3.65	3.73	3.80
	10,000 - 20,000 gallons	\$ 3.50	\$ 3.72	\$ 3.78	\$ 3.81	3.83	3.93	4.01	4.09
	20,000 and above	\$ 3.75	\$ 3.99	\$ 4.05	\$ 4.08	4.11	4.21	4.30	4.38
				\$ -	\$ -	0.00	0.00	0.00	0.00
Sprinkler/ Consumption Only:	0 - 3,000 gallons	\$ 3.00	\$ 3.19	\$ 3.24	\$ 3.26	3.29	3.37	3.44	3.50
	3,000 - 5,000	\$ 3.00	\$ 3.19	\$ 3.24	\$ 3.26	3.29	3.37	3.44	3.50
	5,000 - 10,000	\$ 3.25	\$ 3.46	\$ 3.51	\$ 3.54	3.56	3.65	3.73	3.80
	10,000 - 20,000	\$ 3.50	\$ 3.72	\$ 3.78	\$ 3.81	3.83	3.93	4.01	4.09
	20,000 and above	\$ 4.50	\$ 4.78	\$ 4.85	\$ 4.89	4.92	5.05	5.15	5.25

\* 3,000 gallons of water consumption and sewer disposal are included in the base charge for each  
 \* Senior rate is income based. Verified yearly household income of 30,000 or less. Full time resident.

**Garbage & Recycle Rate Schedule - Rate Change Reflects 1.9% CPI**

Service		2016	2017	2018	2019
Garbage:					
	Garbage Residential cart	\$ 14.75	\$ 15.12	\$ 16.19	\$ 16.50
	Stephens Day Homestead	\$ 10.97	\$ 11.24	\$ 12.04	\$ 12.27
	Additional Garbage cart	\$ 14.75	\$ 15.12	\$ 16.19	\$ 16.50
	Garbage Commercial cart	\$ 26.78	\$ 27.45	\$ 29.40	\$ 29.96
	Additional Commercial Garbage cart	\$ 26.78	\$ 27.45	\$ 29.40	\$ 29.96
	Administrative Surcharge per cart	\$ 1.02	\$ 1.05	\$ 1.07	\$ 1.09
Recycling					
	Recycle cart	\$ 6.18	\$ 6.33	\$ 6.78	\$ 6.91
	Stephens Day Homestead Full time resident	\$ 4.14	\$ 4.24	\$ 4.54	\$ 4.63
	Additional Recycle cart	\$ 6.18	\$ 6.33	\$ 6.78	\$ 6.91
	Senior homestead income based	-	-	-	-
Compactor					
	Rate/cart/month	\$ 26.78	\$ 27.45	\$ 29.40	\$ 29.96

Attendees: Jason Beulterman, John Branigin, Monty Parks, Shawn Gillen, Angela Hudson, Nalene Conway

Jason called the meeting to order.

**New Business:**

**Jason Beulterman** – Determine set amount or percentage of budget to maintain in fund balance

Jason asked Shawn and Angela for thoughts on this.

Shawn asked Angela what our annual general fund revenues are.

Angela replied that last year we took in \$11.3 million. She stated in doing the budget we are at \$7 million in terms of payroll and personnel. Payroll is at 65%

Shawn advised the committee that the number the study came up with was \$3.5 million needed to respond to a hurricane. He stated it is possible to get all or most of that back but it takes time. The question is what we need beyond that to have sufficient reserves for good bond readings or the ability to respond to another emergency within the same year. Shawn used \$9 million as an example. \$9 million is about 85% of revenues on an annual basis.

Jason asked Shawn if he was suggesting if we set \$9 million as the amount.

Angela suggested \$10 million and stated several debts that could occur if something happens to the island.

Monty stated that he thinks \$10 million is excessive. He stated that at some point we owe it to the tax payers to ease back a little. Monty stated we are adding parking spaces and increasing parking rates. He mentioned that hotel/motel only goes up as those rates increase.

Angela stated as of right now we are at \$9.5 in revenues. She stated our trend with the exception of last year (transferring \$800,000 in to the Campground fund to make it whole again) is we have traditionally been bringing in a lot more revenue of a million dollars or more.

Shawn stated we have to do some capital projects. He stated we can't just rely on SPLOST to do that, and we need to be in the position to use some general fund revenues (revenues over expenditures). Shawn asked Angela if we set it at \$10 million would we still have that flexibility to do the \$500k and \$1 million in capital projects of general fund.

Angela stated that people can also look at operating cost.

Monty asked if we could dedicate money to separate accounts/programs instead of only having a general fund reserve.

The committee discussed this as an option.

Shawn suggested instead of picking a flat number, determine a percentage.

John stated he thinks it is reasonable to set a floor as long as we can justify the amount based on potential issues. He stated he doesn't think we need to grow the fund balance anymore. John stated he would like to take the money that would have gone to grow the fund balance and put it towards capital.

Jason stated he agreed with setting a percentage that will be enabled to grow and dedicate everything above towards capital.

Monty stated the reason he suggested reserve accounts was because it makes it more transparent more than it sitting in general fund.

The committee discussed fund balance and designation according to GASB rules.

Shawn advised that enterprise funds are intended to be self-sufficient. He stated that utility is supposed to have a rate structure that should sustain it operationally and capital wise in to perpetuity. He stated if subsidizing with general fund dollars you are artificially lowering those rates.

Jason asked Shawn to work with his team to come up with a percentage and make a recommendation to City Council with the additional money being designated for capital.

He stated to Monty if council thinks what he is suggesting is this is the best way to move forward they can make that recommendation.

The committee discussed.

Monty made a motion that staff develop a reserve general fund amount based on percentage of annual income, revenue, or operating expense and present to council as being the reserve amount with the amount above to be dedicated toward capital means. John seconded. All were in favor.

#### **John Branigan – Mobile 911 surcharges**

John stated that according to the GMA update, the money from the 911 surcharges now goes from the telecoms to the Georgia Department of revenue rather than directly to the counties. He stated that he pulled his landline phone bill and at the very bottom under the 911 fees it states “based on our records your CUI number is GA0911, your regulatory address is Tybee Island”. He advised that we watch when we get our allotment from the Department of Revenue because a couple things could happen.

- They may be more accurate in figuring out how many registered phones there are on Tybee Island so our amount could go up.
- It could stay relatively the same in which case we are still getting underpaid.
- The worst case would be the Georgia Department of Revenue decides Tybee Island is in Chatham County, it all goes to Chatham County in which case we don’t get anything.

John stated that the best news out of this is now there is one entity that we have a better chance to try to get this cleared up so we are getting our equitable fair share of that 911 money.

Angela stated that we are getting some of the prepaid fees.

Jason stated we have been waiting for written confirmation that they won’t hit us up with a bill two years down the road.

The committee discussed there were a lot of kinks to be worked out.

John made a motion to have Angela keep an eye on our 911 reimbursements and see if she can draw any conclusion about whether we are still being underpaid. Monty seconded the motion. All were in favor.

**John Branigan – Solid waste subsidy**

John stated that he personally thinks it is wrong to be subsidizing what we charge for solid waste

Shawn stated it is his understanding there are two pieces that cause a general fund subsidy of solid waste fund.

- Steven's Day exemption
- The City is charged yard waste pick up. The charge is not extended to the customer.

John stated he does not believe this is very transparent.

Jason asked what it would cost each home to pay for yard waste.

Nalene replied that the city is paying \$4.64 per home, approximately 2,600 residents bringing the monthly total to \$12,041.

The committee discussed whether or not to continue subsidies and reviewed the current amounts being subsidized.

The committee discussed the purpose of the Steven's Day subsidy is to relieve the residents of rate increases.

The committee discussed the option of modifying or possibly terminating the contract with Atlantic Waste saving the citizens and the city (in subsidies) approximately \$240,000 per year.

John stated an option of not billing people directly period and just have the city pay for it as part of city services.

Jason stated he wanted to figure out a way to get the cost everyone pays for yard debris through subsidy and taxes down.

The committee discussed parameters for a proposal.

John stated that we have two separate issues.

- Not getting the service from Atlantic Waste on a city wide basis that we should be
- General fund subsidizing enterprise fund

Jason asked Shawn what the motion should be.

Shawn stated the motion should be to assess alternative means of yard waste collection that would lower the subsidization of yard waste collection in the solid waste fund.

John stated that he thinks we should table all of this and pay greater attention to the RFP that we put together and when we get the results of the RFP we ask the staff to come up with a rate structure that fully funds what the city has to pay.

The committee agreed to hold off.

**John Branigin – Water/Sewer Rates**



Jason asked if he could make a suggestion that we consider doing the same thing with the CPI to the rates that we do with all the impact fees for developers that would be in construction and any other impact fees where the money goes straight to water and sewer.

The committee discussed.

Monty made a motion to get a list of impact fees that would be affected by a CPI increase. John seconded. All were in favor.

John stated we need to act with some sense of urgency to figure out how we are going to get from here to there. There being ten years out when we start construction of the new sewer treatment facility. He stated he thinks it's up to the Infrastructure Committee to come up with a road map for how to get things done. He stated he thinks the Finance Committee needs to play a role in figuring out what the strategy is to making sure we can pay for it.

Monty suggested moving some money out of general fund and start the fund, put seed money in there now.

The committee discussed whether or not the percentage of the increase in demand based on R2 build out is minimal.

Shawn advised the committee;

- Use caution subsidizing utility fund with general fund dollars because over time that can cause neglect to the system.
- Courtney is giving a starting point and does assume full build out.
- If new SPLOST passes some of that can be used and is not general fund subsidy but instead using one time dollars for one time expenditure.
- There are two types of structures Courtney recommended.
- The 3,000 citizens of Tybee aren't the ones driving the water demand, so how do you push the cost to those driving the demand.
- Get a list of the highest users top to bottom, commercial and residential and then cross reference those addresses with our short term vacation rental database or homestead exemption data. Courtney's study only gave top ten.

The committee discussed if Infrastructure and Finance Meetings will give enough focus.

Monty stated he thinks it a good idea to have Planning Commission look at the R-2 definition.

Shawn stated the Master Plan Implementation Committee is in their charge, was to go through the caring capacity study and this is an outgrowth of the caring capacity study. He stated they are eager to help.

Jason stated we need to know how much money we actually need.

John made a motion to charge the Master Plan Implementation Committee with coming up with a list of assumptions either from Courtney's study or rethinking those that can become the input into the infrastructure analysis which can then drive the financial discussion. Monty seconded the motion.

Jason requested a motion to adjourn the meeting. Monty made the motion. John seconded. The meeting was adjourned.