

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
May 09, 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

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

1. City Council Minutes, April 25, 2019

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

2. Mack Kitchens, Dune Restoration and future Beach Re-nourishment
3. Concerned Citizens of Tybee Island

Consideration of Approval of Consent Agenda

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

4. Council Approval for Special Events Application, Remembrance Parade on 6/16/19 from 7am to 11am along bike route from Alley 3 to the Pier

Consideration of Bids, Contracts, Agreements and Expenditures

5. Out of State Travel, Melissa Freeman, St Augustine, FL, to attend Institute for Public Procurement Training, June 12 - 14, 2019. See attached for appropriate budget line item
6. Contract, Expert Laser Services, Replacement of Copiers in City Hall

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



7. Approval to amend the SPLOST 2014 Fund fiscal year 2018-19 Capital Budget of \$1,340,575.29 by transferring \$7,000 from the contingency fund line item to the Fire Department's budget for additional related equipment to the mobile commend unit vehicle. See attached for associated line items.
8. Sprint Fiber Work, 111 Butler Avenue, Water Tower
9. Bid approval for Portable Restrooms, South-end Beach

Consideration of Ordinances, Resolutions

10. Second Reading, 2019-03, Graffiti, Sec 22-33-42
11. Second Reading, 2019-04, Disorderly Household
12. Second Reading, STVR, 2019-09, Sec 34-261

Council, Officials and City Attorney Considerations and Comments

13. Bubba Hughes - Beach Rules
14. Jason Buelterman, Use of State funds for additional Federal re-nourishment and dunes
15. George Shaw - Request to Amend the C-2 District Zoning

Executive Session

Discuss litigation, personnel and real estate

Possible vote on litigation, personnel and real estate discussed in executive session

Adjournment

Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact Jan LeViner at 912.472.5080 promptly to allow the City to make reasonable accommodations for those persons.

***PLEASE NOTE:** Citizens wishing to speak on items listed on the agenda, other than public hearings, should do so during the citizens to be heard section. Citizens wishing to place items on the council meeting agenda must submit an agenda request form to the City Clerk's office by Thursday at 5:00PM prior to the next scheduled meeting. Agenda request forms are available outside the Clerk's office at City Hall and at www.cityoftybee.org.



THE VISION OF THE CITY OF TYBEE ISLAND

"is to make Tybee Island the premier beach community in which to live, work, and play."



THE MISSION OF THE CITY OF TYBEE ISLAND

“is to provide a safe, secure and sustainable environment by delivering superior services through responsible planning, preservation of our natural and historic resources, and partnership with our community to ensure economic opportunity, a vibrant quality of life, and a thriving future.”



Item Attachment Documents:

1. City Council Minutes, April 25, 2019

Consideration of Items for Consent Agenda

Mayor Buelterman called the consent agenda to order at 6:30PM on April 25, 2019. Those present were Julie Livingston, Monty Parks, John Branigin, Wanda Doyle, Barry Brown, and Shirley Sessions. Also attending were Dr. Shawn Gillen, City Manager; Bubba Hughes, City Attorney; George Shaw, Director, Community Development; and Janet LeViner, Clerk of Council.

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

- Minutes, April 11, 2019
- Minutes, Special Meeting, April 17, 2019
- Agenda Request: Alcohol License: Liquor/Beer/Wine/Sunday Sales-Tybee RE Operating Company LLC dba Hotel Tybee
- Cintas Uniform Contract **Discussion:** Approval subject to modifications so as to be consistent with Georgia Law
- Agreement, 4-H Facility, Tybee Island Youth Council
- Georgia Power Company Distributed Generation Agreement
- Falcon Contract, Fireworks
- The Agreement (2019 Accredited Member Sublicense Form_GA_from NMSC) is attached for the Mayor to sign. The signed agreement should be returned to Jessica Reynolds at DCA-ODD. Once all parties have signed, an executed copy will be sent to all.
- Approval to hire a seasonal employee - Finance Department for May through August 2019. Line Item 100-1512-51.1100
- Approve moving forward with contract with Momentum Telecom, new telephone system, Line Item 100-1535-52-1300 **Discussion:** Approval subject to modifications so as to be consistent with Georgia Law. It is the consensus of Council there be a receptionist or someone to answer the incoming calls rather than an auto-attendant.
- Second Amendment to Non-Exclusive Intergovernmental Mineral License - Re-nourishment Project
- 3-Way Stops for Approval. Seeking council approval for a 3-Way Stop at North Campbell and Van Horn and a 3-Way Stop at Meddin and Cedarwood. **Discussion: Dr. Gillen** stated this was discussed at the recent Public Safety Committee meeting where it was recommended these two intersections have 3-way stops signs. This will assist in the traffic flow on the north-end of the Island. He stated there was a public meeting recently on traffic flow on the north-end of the Island and the consensus of the public confirmed the placement of the two stop signs. Two speed bumps have also been installed at the intersection of Meddin and Taylor for traffic calming.

Jan LeViner, Clerk, stated the Tybee Island Youth Council would be conducting a portion of the City Council meeting tonight. They would be conducting the Opening Ceremonies and introduce the newly formed Tybee Island Youth Ambassadors. They in turn will collectively vote on three projects going forward. Updates will be given by numerous members of the Council.

President Trey Travaille, Tybee Island Youth Council, called the meeting to order at 7:00PM.

Opening Ceremonies

- Presentation of Colors and Pledge of Allegiance – Tybee Island Youth Council
- Invocation – Tybee Island Youth Council
- Announcements – Tybee Island Youth Council

Haley Hill, Assistant Director, Tybee Island Youth Council approached the podium. Ms. Hill, on behalf of the Tybee Island Youth Council, expressed their appreciation for letting them take part in the meeting this evening. She stated we have all watched the Council as they have grown from 4th graders to some now in 9th grade. As part of Georgia Cities Week, the City is now recognizing the youth of our Island. As a community we should take great pride with all the energy and effort that each one of the Youth Council put into the tasks they do every day. Ms. Hill said, she is. She thanked the Council and Community for their continued support.

Chloe Flynn, Liaison, approached to podium to give an update on the Youth Council's pass projects as well as future.

Sam LeCates, Ava Thomas and Hudson Martin-Bazemore presented the members of the newly formed Youth Ambassadors. They in turn presented their individual ideas for Tybee Island. These included visiting the nursing home, planting trees, Fresh Air Home, Second Harvest and Sally Pearce Nature Trail. After the vote was tabulated it was agreed they would focus on the Fresh Air Home, Nature Trail and planting trees. **President Travaille** thanked the Ambassadors.

Wanda Doyle approached the Youth Council. Ms. Doyle thanked the entire Youth Council for their ideas and accomplishments. She also commended Ms. Flynn for her presentation of the Fresh Air Home as well as the other Ambassadors presentations. Ms. Doyle offered assistance if they needed it.

President Travaille asked Mayor Buelterman to come forward. He then presented Mayor Buelterman the gavel. **Mayor Buelterman and Council members returned to the dais.**

Mayor Buelterman called the regular meeting to order at 7:30PM. All those present for the consent agenda were present.

Dr. Gillen spoke to the recent drowning and what additional safety precautions will be put in place. He commended Ocean Rescue, MRS, Chatham County, DNR, and the Tybee Island Coast Guard in their recovery efforts. Additional resources will be placed on the beach to include personnel and equipment during the critical tide changes.

Wanda Doyle gave a brief update on the activities during Georgia Cities Week. Monday, a reception for the Volunteers on City appointed committees; Tuesday, a beach sweep; Wednesday, Employee Appreciation Luncheon; and tonight the Tybee Island Youth Council. Mayor Buelterman thanked Ms. Doyle, Ms. Sessions, Ms. Elliott and Ms. LeViner for all there help during the Volunteer reception and Employee Picnic.

Reports of Staff, Boards

Sam LeCates, Mentor, Tybee Island Youth Council Ambassadors, approached to present three ideas for the Ambassadors. Mayor Buelterman thanked Mr. LeCates for his work with the Youth Council.

Martha Harrell approached Mayor and Council to give an update on **Historic Preservation Commission**. Ms. Harrell thanked Mayor and Council for her appointment to the Commission and also for their continued support with preserving Tybee's history. She stated this year the Commission will be focusing on strengthening the Demolition Ordinance for all of Tybee's historic buildings. They will also be developing a brochure on all the historic buildings and

districts on Tybee. Ms. Harrell again thanked Mayor and Council for their continued support in preserving Tybee's past. Mayor Buelterman thanked Ms. Harrell for all her work.

Citizens to be Heard.

Carolyn Jurick approached Mayor and Council to introduce Mr. Peter Ulrich, incoming Principal, **Tybee Island Maritime Academy**. Mr. Ulrich will assume the position of Principal as Mr. Rossiter is retiring. Mr. Ulrich thanked Mayor and Council for the warm welcome and is looking forward to working with them. Mayor Buelterman congratulated Mr. Ulrich.

Jack Boylston, thanked Mayor and Council for the opportunity to continue to have the **Beach Bum Parades**. This will be the 33rd anniversary of the parade and he hopes it will continue for years to come. Mr. Boylston stated the parade is May 17, 2019 and will stage at North Beach Parking Lot. He invited everyone to the Coronation on May 8, 2019 at the Deck. Mr. Boylston stated the parade has grown to the point where they can give back to the community and in the last three years they have been able to give even more. In appreciation to the staff of the Department of Public Works and the Tybee Island Police Department, Mr. Boylston presented a plaque to a representative from each department. He then presented a check to Mayor Buelterman in the amount of \$1,500 to go toward the purchase of a handicap beach wheel chair. In addition to this donation they will be making another donation to a citizen of the Island as they are going through a very rough time. Mayor Buelterman thanked Mr. Boylston and his committee for all their hard work.

Jenny Rutherford, approached Mayor and Council to address **Beach Equipment Rental Policies**. Ms. Rutherford stated her concerns which include not receiving an update on the licenses that she applied for on March 29, 2019 for beach equipment rental for the following locations: (1) North Beach; (2) 3rd Street; (3) Center Street; (4) 14th Street; (5) 15th Street; (6) Tybrisa; (7) 17th Street; (8) 18 Street; and (9) 19th Street. She continued to explain her experience at City Hall, stated she was there to apply for new licenses not to renew and then made reference to the current ordinance. Ms. Rutherford stated it is April 25, 2019 and she has still not received an approval for her applications that were submitted on March 29, 2019. Mr. Hughes responded the current policies have been in place and when applicants have applied for those locations they have been told there are not locations available. He stated is clear that those locations are the only locations available and he disagrees with Ms. Rutherford with the understanding of the current ordinance. Currently, if the current applicant has renewed the license they have that location which is exclusive, a half block in each direction as provided in subsection (b) of the current ordinance. Mayor Buelterman stated to change the current ordinance would take Council action. Mr. Hughes confirmed. Ms. Rutherford stated she does not agree with the interpretation as stated by Mr. Hughes. Ms. Session stated she has concerns with Ms. Rutherford not receiving a written response from the City. Dr. Gillen stated he does recall the date in question and Ms. Rutherford was verbally told there was no license to issue verbally. Ms. Doyle and Ms. Sessions both agree a formal letter should have been sent from the City Manager's Office regarding the status of her applications. Upon Ms. Rutherford's request, the application process was explained by Dr. Gillen. A discussion ensued regarding the current ordinance and its interpretation. Mr. Branigin agreed with Council that a formal denial should have been sent or approval if applicable. He stated he did read the ordinance and his understanding are the locations are exclusive, one business per each location. Ms. Livingston stated she feels Mayor and Council need to revisit the process as there should be consistency with all City owned property for use for profit. Mr. Parks confirmed that a formal letter should be sent to Ms. Rutherford stating status of her application(s). Mayor Buelterman suggested if Council would like to discuss this further it be put on an agenda for a future meeting. He thanked Ms. Rutherford for bringing her concerns to Mayor and Council.

Mack Kitchens, approached Mayor and Council to speak on **Beach Equipment Rental**. Mr. Kitchens stated he also applied a beach concession previously and was turned down as well. He again applied with the current City Manager and was turned down with no formal reason or correspondence. Mr. Kitchens would like to speak to the financial aspect of the current beach equipment rentals as they are only paying for licenses and not monthly fees. He would asked Mayor and Council to revisit the process. Mayor Buelterman thanked Mr. Kitchens for his comments.

Bob Clusterman, 2 Cedarwood Avenue, approached Mayor and Council to speak on the proposed **3-way Stop Signs**. Mr. Clusterman stated he is in favor of the proposed 3-way stop signs at Campbell and Van Horn but particularly in favor of the proposed signs at Meddin and Cedarwood. The neighbors are in favor of this sign as well. Mayor Buelterman thanked Mr. Clusterman for his comments.

Abby Burke, Meddin Drive, approached Mayor and Council to speak on the proposed **3-way Stop Signs**. Ms. Burke spoke in favor of the proposed 3-way stop signs. She also spoke in favor of Mr. Watts and the proposed pool at 15 Meddin. Ms. Burke stated he is a good and is conscientious neighbor. Mayor Buelterman thanked Ms. Burke.

Keith Gay, approached Mayor and Council to speak to the **Proposed Ordinance, Disorderly Household**. Mr. Gay thanked the Public Safety Committee for including those associated with the property management business in the discussions regarding the proposed ordinance. He stated the goal should be to discipline the behavior and not discipline homeowners and management companies. The problem is centered in people's bad behavior and that is where the focus should be. If this is done with proposed ordinance will be effective and in the best interest of the community. Mayor Buelterman thanked Mr. Gay for his comments.

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

Consideration of Bids, Contracts, Agreements and Expenditures

Brent Watts, Additional structure at 15 Meddin. George Shaw approached Mayor and Council. Mr. Shaw stated when the petitioner received permission to rezone the Barracks Building and adjoining lot, a stipulation was added if any additional structures are to be added, it will come before Mayor and Council for approval. Mayor Buelterman expressed his concerns as he would like to ensure the addition of a pool will not create nuisance problems for the neighbors. Mr. Watts approached Mayor and Council. Mr. Watts explained the proposed location of the pool and ensured Mayor and Council there will be an 8' fence in place which will buffer any noise. Mr. Parks congratulated Mr. Watts for being a good neighbor and abiding by stipulations of the approval of the original request. Mr. Watts thanked Ms. Burke and the surrounding neighbors for their confidence in this project. **Monty Parks** made a motion to approve. **Julie Livingston** second. Vote was unanimous to approve, 6-0.

Consideration of Ordinances

First Reading, 2019-09, Section 34-261 - Application, STVR. **Mr. Hughes** stated the changes in the proposed ordinance are two-fold. There will be a change in terminology with respect to the indemnification of locations where business will be conducted. The proposed change will correct the language throughout Section 1. Section 2 of the proposed ordinance deals with waste pick-up for short term vacation rental locations during the summer season. This has previously been discussed where short term vacation rental locations to arrange and

provide for trash pick-up twice a week during the season which runs from just before Memorial Day to right after Labor Day. Dr. Gillen confirmed he has spoken with Mr. Wall from Atlantic Waste. Ms. Doyle asked Dr. Gillen if all short term rental properties are registered in the system. Dr. Gillen confirmed. Mr. Hughes stated he worked with Ms. Shaver and the Occupational Tax Certificate will read consistently with the proposed ordinance to reflect it is no longer a Certificate. **Monty Parks** made a motion to approve as written. **Wanda Doyle** seconded. Vote was unanimous to approve 6-0.

Second Reading, 2019-03, Graffiti. **Wanda Doyle** made a motion to approve as amended. **Monty Parks** seconded. **Discussion:** Mr. Branigin stated he is favor of this ordinance but would recommend in Section 4 the word "*appearance*" be changed to "*notification*". **Ms. Doyle** accepted the change of wording. **Mr. Parks** seconded. Vote was unanimous to approve as amended, 6-0.

First Reading, 2019-04, Sec 22-33, Disorderly Household. Mayor Buelterman asked what changes have been made to the proposed ordinance. Ms. Doyle explained and stated they have worked closely with the City Marshal for his recommendations. Examples of "strikes" were discussed regarding violations and citations. Clarification was given in that the owner of the property will be cited. After three "strikes" they could lose their license. Mr. Hughes stated the goal of the proposed ordinance is not to shut down any rentals but try to control behavior. Mr. Branigin confirmed this also pertains to long term rentals as well as short term rentals. He stated it is the intention of the Public Safety Committee to make the proposed ordinance reasonable and fair. Mr. Branigin then outlined proposed wording changes in the proposed ordinance. Ms. Doyle confirmed the recommended changes. Ms. Sessions asked Dr. Gillen if the proposed ordinance is enforceable. Dr. Gillen confirmed. Chief Bryson approached Mayor and Council. Chief Bryson stated the City Marshal tracks all citations and bring to Mr. Shaw and Dr. Gillen. Ms. Livingston commended the City Marshal as he was extremely active in the discussions in crafting the proposed ordinance. She stated the individuals making the noise will get a citation but the proposed ordinance is another layer to try and control the continued violations. Ms. Doyle also commended the City Marshal for his input with crafting the proposed ordinance. There was a discussion regarding the zoning locations of short term vacation rentals. Ms. Sessions expressed her concerns with the short term vacation rentals not being managed properly. Mayor pro tem Brown recommended the management companies have one telephone number that will be answered after hours for complaints. Mr. Gay who was still in attendance stated he did. Ms. Doyle stated the owner needs to be held accountable not only with short term vacation rentals but all properties on the Island. Every home. Mayor Buelterman asked Dr. Gillen what is the teeth in the proposed ordinance as it applies to homeowners as opposed to rentals. Dr. Gillen stated it would be an increase in fees/fines. **Monty Parks** made a motion to approve as written. **Wanda Doyle** seconded. **Discussion:** Council to send recommended changes to Mr. Hughes for second reading. Vote was unanimous to approve as written, 6-0

Second Reading, 2019-06, Sec 6-5 and 6-6, Fingerprints. **Wanda Doyle** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

Second Reading, 2019-07, Sec 6-88, Application Required and Sec 6-89, Issuance. **Monty Parks** made a motion to approve. **John Branigin** seconded. Vote was unanimous to approve, 6-0.

Second Reading, 2019-08, Sec 2-010, Terms and Definitions, Height of Building. **Wanda Doyle** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

Second Reading, 2019-10, Sec 5-090, Variances. **Wanda Doyle** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 6-0.

Council, Officials and City Attorney Considerations and Comments

Jason Buelterman would like **Clarification of the definition of home-based business.** Mayor Buelterman asked Mr. Shaw for his recommendations. Mr. Shaw stated there are a number of issues with homebased definitions and what falls under this category. Homebased offices are allowed by right where you have just an office, no one comes to your home, no signage, etc. The definition states you are producing a product or service which requires Special Review and a public hearing. Mr. Shaw is in agreement somethings should be added for Special Review which are if the customer comes to your home, signage at the home, outdoor storage of merchandise and if you are making noise, i.e., making furniture. None of this is very clear for definitions. Mr. Shaw will craft amended definitions and take to the Planning Commission for their recommendations and then bring to Mayor and Council. Mr. Shaw will forward some questions for Mayor and Council's recommendations.

Jason Buelterman stated he asked for the Finance Committee Notes and Recommendations to be added to the agenda. Due to rescheduling of their meeting **to be discussed at a later date.**

Jason Buelterman stated he has major concerns **Golf cart safety** as he feels there are issues with safety. Ms. Doyle confirmed and feels that are numerous concerns around the Island. She made reference to mechanical issues such as tail lights not working properly. Ms. Doyle cited under age driving and lack of use of seat belts. Ms. Livingston stated she provides all individuals renting her carts with the rules of Tybee. She also stated her carts are inspected for proper working equipment prior to them being rented. Mayor Buelterman again stated his concerns with the operators of golf carts not exercising safety. There is also no inspection requirements after the original inspection by the police department. Ms. Doyle stated she will take these concerns to the Public Safety Committee for their recommendations. Mayor and Council confirmed.

Wanda Doyle gave a brief update on the **Public Safety Committee.** **Ms. Doyle** stated the Public Safety Committee discussed further safety precautions with individuals on the sand bar. The main issue is the best time to position an officer or Ocean Rescue at the south-end. It was determined it would be regulated by the tides. Recommendations were for the Ocean Rescue and Tybee Island Police Department to have tide charts to determine when personnel would be positioned on the south-end. Dr. Gillen will also be researching the ORCA which is a speaker system that will alert people regarding the incoming tides as well as additional signage warning people of the tides and hazards of the sandbar. Ms. Doyle stated their biggest concerns are staffing which includes funding and training. Mayor pro tem Brown expressed his concerns with the existing camera on the south-end not working. Dr. Gillen confirmed it has not functioned for several weeks, does not record and the speaker system does not project past the shore line. Mayor pro tem Brown stated the most important problem is not having staff on the beach. Mayor Buelterman recommended staff be in place at tide changes immediately as the life guards are not in place for a few weeks. Once the life guards are in place, there be one or two that remain after 6:00PM to insure no one is stranded on the sand bar at tide change. He would also like to see additional signage. Ms. Doyle stated the issue is not only monitoring the

swimmers but getting them rescued if the situation occurs. Dr. Gillen confirmed additional signage is needed and will work with the DNR for approval.

Julie Livingston made a motion to adjourn to executive session to discuss real estate. **Monty Parks** seconded. Vote was unanimous, 6-0.

Julie Livingston made a motion to return to regular session. **Wanda Doyle** seconded. Vote was unanimous, 6-0.

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

Meeting adjourned at 9:45PM.

Janet R. LeViner, CMC
Clerk

Item Attachment Documents:

4. Council Approval for Special Events Application, Remembrance Parade on 6/16/19 from 7am to 11am along bike route from Alley 3 to the Pier



CITY OF TYBEE ISLAND

RECH#: 00631582 4/16/2019 11:44 AM
TRAN: 125.0000 Spec Event Fees
OPER: AP TERM: 001
REF#:

CITY OF TYBEE ISLAND

JANIQUA P 6/16/19 PIER & PAVIL
ALLEY ST CHATHAM AVE PIER PAV
Event Permit/Udr Fe 50.00CR
TENDERED: 50.00 1 CREDIT CAR

SPECIAL EVENTS APPLICATION

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

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

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

Today's Date: 4-15-19 Application Fee Submitted: 4/16/19

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

SECTION 1: EVENT INFORMATION

1. Name of Event: The Healing Kingdom of Kongo - Remembrance Parade
2. Date and time of event: June 16, 2019 7am - 11am
 - a. Setup: Date/Time period 6:30 am on Sunday, June 16th of 2019
 - b. Breakdown: Date/Time period 11:00 am on Sunday, June 16th of 2019
3. Location(s): Alley St. to Chatham Ave to 17th St to Tybee Beach Pier and Pavilion
 - ❖ A site plan of the event area drawn to scale and depicting all event structures is required at time of application submittal.
 - ❖ A request for a Letter of Permission (LOP) from the Coastal Resources Division of the GA Department of Natural Resources shall be requested 45 days prior to event (<http://coastalgadnr.org/sendemail>) when materials, equipment, and / or such is requested to be placed in beach areas and / or within the Shore Protection Act (SPA) jurisdiction. Applicant must provide City the LOP fifteen (15) business days prior to the event or event will be cancelled.
 - ❖ If location and / or activities impact merchants and / or residents, written documentation, with application submittal is required as noted in Section 5.
4. Event Organization: Oynley Inc (D.B.A Isis Moon)
 - a. Is the Organization
 - Commercial? (Commercial organizations shall include information regarding use of event proceeds.)
 - Non-profit / Tax Exempt? (Non-profit / tax exempt organizations shall attach non-profit status / GA tax exempt certificate.)
5. Event Representative: Janiqua Parham
Address: 2345 Elmwood Circle City: Atlanta State: GA Zip: 30339
Contact Phone: 678-234-2903 Email: jparham77@gmail.com
6. Please provide contact information for others associated with the Event Organization whom have at least a five-percent (5%) stake in the event: _____
7. Phone number and / or website for public event information: _____

P.O. Box 2749 - 403 Butler Avenue, Tybee Island, Georgia 31328-2749 Phone: (912) 472-5071 Fax: (912) 786-9539
www.cityoftybee.org

SECTION 2: EVENT DETAILS

1. Is this event... Open to the public Private Invitation only
2. Describe the event and its goals: This will be a parade procession of drumming, singing, dancing to commemorate the lives of Kongolese slaves brought to Sav, GA and their descendants
3. Have you ever done this event before? If yes, list dates and locations: NO
4. Estimated number of people to attend and what this is based on: 25-50 people
5. Is there an admission fee for attendees? No Yes - Fee will be: _____
6. Describe parking arrangements during event in detail: Public parking and parking at the Pavilion is the plan for participants. Possibly we may have a shuttle to pick up participants from Pavilion parking and drive them to the beginning of the procession.
 - ♦ Please attach a drawing of parking plan. Organizer may be required to run a shuttle if a parking lot is closed for the event.
7. What plans exist for cleanup and recycling? (Disposal of grease, trash, etc.) There will be no food or drinks involved in this procession. Therefore, attendees will be guided to dispose any personal trash in the public trash cans.
8. Please list any entertainment, bands, emcees or onsite promoters attending this event. (2) drummers playing & carrying 1 drum each throughout the duration of the procession
9. Describe sound equipment: no sound equipment
10. List event sponsors and marketing plan: n/a
11. List any additional contact person(s) and their phone numbers involved in the planning of this event.

SECTION 3: REFERENCES

1. Please list your previous special event and/or hosting organization's experience in producing events. Women & men's fashion Events 1999-2001 @ Hyatt (Downtown Savannah, GA)
African Spiritual Studies & metaphysics Studies 2016-2018 (Smyrna, GA Community Center)
2. Please list two (2) references excluding City Officials and Staff: Women's Empowerment Conference 2016-2017 Marietta, GA
 - a. Name: Amanda Lewis
 - Address: _____
 - Phone: 404-987-2221
 - b. Name: Brittney Jones
 - Address: _____
 - Phone: 757-~~444~~ 968-9288
 - c. Kendra Dewese 412-660-4430

SECTION 4: OTHER REQUESTS

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

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

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

List other services that are requested. Costs will be determined. _____

SECTION 4: OTHER REQUESTS (CONT.)

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

- 3. Street Closures (*Tybee Island Police Department [TIPD] approval required.*)
 - a. List requested streets: _____
- 4. Special parking / parking pass request(s) (*Parking Service Division approval required.*)
 - a. Please describe: _____
- 5. Commercial truck parking
 - a. Please describe: _____
- 6. Police Detail (*Current labor / equipment fees may apply.*)
 - a. Please describe: _____
 - ❖ If off duty police officers are hired, organizer is responsible for contracting directly with the individual[s] and paying fees direct as agreed upon.
- 7. Fire Detail/Inspection (*Current labor / equipment fees may apply.*)
 - a. Please describe: _____
 - ❖ If off duty fire department staff / volunteers are hired, organizer is responsible for contracting directly with the individual(s) and paying fees direct as agreed upon.
- 8. Fireworks (TIFD, Chatham County and U. S. Coast Guard notification / approval required. Applicant to contact USCG for special permitting.)
- 9. Additional Security
 - a. Please describe: _____
- 10. Petting Zoo
 - a. Please describe: _____
- 11. Parade/Procession (*Current labor / equipment fees may apply.*) *Applying for a Sunday date due to high traffic on Saturdays during the summer*
 - a. List requested parade staging area and route: Route: Alley St (Boat Dock) to right on Chatham Ave, to 17th Street ending @ Pier and Pavilion
 - ❖ Parades are required to start on Saturdays no later than 3:00pm with the exception of the Beach Bum Parade. Participants must adhere to organization's and city's safety regulations.
- 12. Amusement Rides (Insurance from providing company is required no later than two [2] weeks prior to event.)
- 13. Temporary Structure (i.e. tents, booths, stage, etc.)
 - a. Please describe: _____
 - ❖ Application for permitting of structures exceeding 10' x 10', stages, booths and the like are required through the Permitting Office inside the Community Development Department. Completed application with required documentation must be submitted no later than thirty [30] days prior to the event. Structures are not allowed without an issued placard. Fees apply.
- 14. Electrical needs (fees may apply)
 - a. Please describe: _____
- 15. Activation of Control Zone per City Ordinance 21-2015, Section 54-70 (Resolution required.)
 - a. Please attach a map of the proposed Control Zone and details regarding Organization's management of zone.
- 16. Alcohol license application has been submitted to Administrative Assistant to the City Manager. (separate approval required)
- 17. Banner request has been submitted to Facilities Coordinator. (separate approval required)
- 18. Beach permit application has been submitted to Facilities Coordinator. (separate approval required)
- 19. City facility has been submitted to Facilities Coordinator. (separate approval required)
 - ❖ The Walter W. Parker Pier and Pavilion is managed by Chatham County Parks & Recreation. Reservations for use of this facility must go through their office.

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

I, individually and as the Agent representing the Event Organization, do hereby agree to indemnify and hold harmless the City of Tybee Island, Georgia, its officers, agents, employees and contractors from and against any and all loss, damage, claim, demand, liability or expense by reason of any damage or injury to property or person which may be claimed to have arisen as a result of or in connection with the occupancy or use of listed event premises during the time period of said event.

Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage, except for loss or damage arising from the sole negligence or willful misconduct or gross negligence of the city, and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any other judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Georgia Statutes and/or the Constitution of the State of Georgia.

Representative Signature: *Dominique Parker* Date: 4-15-2019

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

INTERNAL USE BELOW.

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

DEPARTMENT	SIGNATURE	DATE
✓ City Manager	<i>[Signature]</i>	5-1-19
✓ Campground	<i>[Signature]</i>	5/1/19
✓ Community Development	<i>[Signature]</i>	5/1/19
Finance	<i>[Signature]</i>	5-2-19
✓ Fire/Ocean Rescue	<i>[Signature]</i>	5/1/19
Parking	<i>[Signature]</i>	5/1/19
✓ Police	<i>[Signature]</i>	5/1/19
✓ Public Works	<i>[Signature]</i>	5/1/19
Water & Sewer	<i>[Signature]</i>	5-1-19

COMMENTS: _____

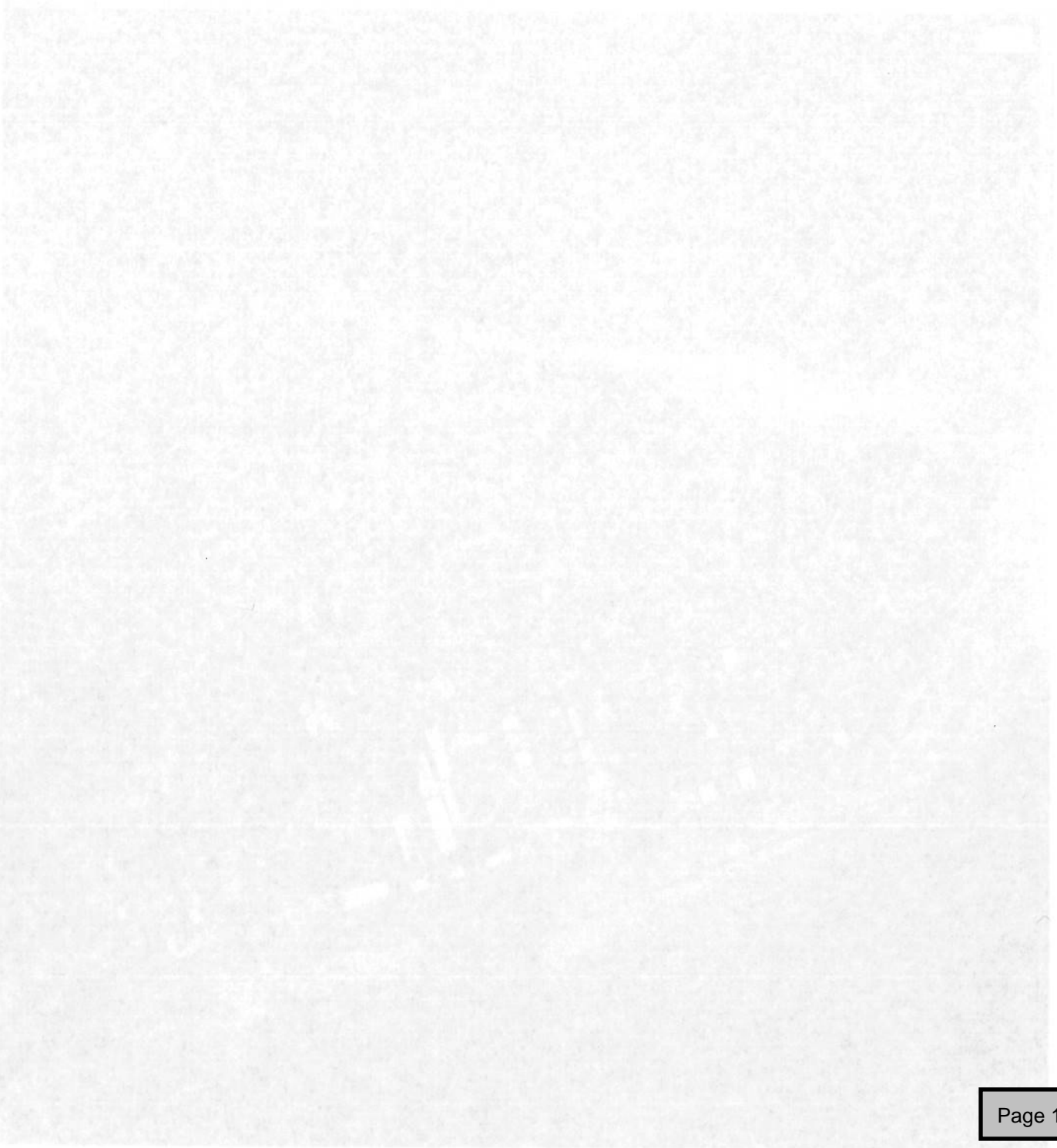
ADMINISTRATIVE APPROVAL (as applicable):

City Manager: _____ Date: _____
 Development Authority / Main Street Executive Director: _____ Date: _____

APPLICATION REVIEW VERIFICATION	DATE
RECEIVED <i>via email</i>	4/15/19
REVIEW DATE WITH CITY DEPARTMENTS <i>emailed</i>	4/16/19
FOLLOW UP REVIEW MEETING(S) WITH REPRESENTATIVE	2pm on 5/1/19
ANTICIPATED DATE FOR CITY COUNCIL CONSIDERATION	5/9/19
CITY COUNCIL DETERMINATION: APPROVE / DENY	
ADMINISTRATIVE CONSIDERATION-AS APPLICABLE: APPROVE/DENY	

city hall with dept heads + conf call w/organizer

67099's Grafts in Ginkg. 21.0M2 (Pier locate 'ground side of 21.0M2)



Special Events Application

Remembrance Parade

Sunday, June 16th

7am to 11am

Along the bike route from Alley 3 to the Pier (not requesting any road closures)

Initial Internal Email Review - Items of concern from Department Heads:

- Noise (2 Drums) :
 - o I have concerns about a drum procession beginning at 7 am on a Sunday morning. I fear we may get some complaints about this. (Community Development Director)
 - *2 videos to give an idea of how loud the sound would possibly be*
<https://www.youtube.com/watch?v=6bhctFmIOjQ> and
<https://www.youtube.com/watch?v=HBSSFHv2Nm4>
 - o Noise ordinance? (Public Works Superintendent)
 - o The decibel levels will violate the noise ordinance in the residential areas they are passing through. It would take council approval to allow them to violate the noise ordinance (City Manager)

- Route:
 - o The route the procession takes through 17th st and butler ave will be very busy that time depending on weather. (Police Major)

Initial Internal Email Review - Previously addressed administratively items of concern from Department Heads:

- Also what are they doing at the pier and or entering the water? (Fire Cheif)
 - o *I have no intentions of leading any participants into the water. We plan to say our "goodbyes" and "thank yous" at the pier. Maybe with a little more drumming and then we're done because I had to rent the pier for 2 hours. But of course, once I end the event, what people do afterwards will not be connected to the event. (Event Organizer)*
 - o Clear on top of the pier just confirming. Thank you! (Fire Cheif)

- 2 questions - ISIS Moon? Is that associated with ISIS? Is Congo and Kongo the same thing different spelling? (Police Chief)
 - o *Kongo is a historical and former kingdom in west-central Africa, located south of the Congo River, present-day Angola and Democratic Republic of the Congo. So one is present day and one is historical.*
 - o *Isis is an Egyptian Moon goddess. That may be the reference in the DBA name. (City Manager)*
 - o *The website for the organization reads, (organization website)*

Learn More About Isis Moon

Isis moon has been placed here to help in your spiritual journey and manifest desires into your physical reality. We are not here to depict any particular religion. The word "Isis" is used solely to symbolically represent our community and demonstrate the background of a strong culture.

Isis Moon is headed by Iya J. Oyinleye. Service and work performed is focused on helping the community achieve success in their life, helping them stay on track and helping to remember as well as understand their purpose in this life.

- Excellent sounds like a good event. Thank you (Police Chief)

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

- Exact Parade procession start time from Alley 3? (City Manager) and approximate time this would put the crossover on 17th St and Butler Ave? (TIPD)
 - *It is scheduled to meet on Alley St at 7am and start walking between 7:30-8am, not sure exactly when this would put the parade at the Butler Ave crossover but the Pier is reserved for the event from 10am to 2pm (Event Organizer)*
- Where will everyone be parking? (Parking Services Director)
 - *The public parking lots by the pier, may have a van shuttle people to the starting point at Alley 3 from the parking lot early that morning (Event Organizer)*
- How many people? (Municipal Court Director)
 - *This is the first time for this event so I am not sure, I know at least 20-25 people. I don't think there will be more than 50 people (Event Organizer)*
- Would you be all right with changing the route? (City Manager)
 - *Yes, I would be open to having the route change to different streets if that works better. I would just like for the route to remain a short route to the Pier, not looking for a long distance of walking (Event Organizer)*
- Questioned if drums would still be included? There had been prior communication about not having the drums when initial concerns were expressed (Community Development Director)
 - *Would like to have the 2 drums included, did not want to be too loud but feel it will be more of a celebration if there is music included. Would be willing to not have the drums played until out of the residential area if Council feels there would be too much of a noise impact on residents (Event Organizer)*
- If police presence is necessary, it was discussed that would be worked out directly with the event organizer and TIPD. It was mentioned that if the parade procession was early enough it would not be a problem to have an officer in that area.
- With the initial concern expressed about the noise of the drums during the procession through the residential area, I extended our time at the pier for 2 additional hours. So there will be a longer time from of drumming, dancing and singing at the pier than I first planned for.

The event organizer also wanted to add that the initial information about the pier rental for 2 hours has changed. In response to the initial concern expressed about the noise of the drums during the procession through the residential area, she extended the time at the pier for 2 additional hours. So there will be a longer time from of drumming, dancing and singing at the pier than first planned for.

Item Attachment Documents:

5. Out of State Travel, Melissa Freeman, St Augustine, FL, to attend Institute for Public Procurement Training, June 12 - 14, 2019. See attached for appropriate budget line item

MAYOR
Jason Buelterman

CITY COUNCIL
Barry Brown Mayor Pro Tem
Wanda Doyle
Julie Livingston
Shirley Sessions
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 May 9, 2019

Item: The Finance Department is requesting the City Council's approval for the Purchasing\Accounting Assistant to travel out of state to attend the NIGP class for Developing and Managing Requests for Proposals held in St. Augustine, FL from June 12, 2019 to June 14, 2019.

Description: Out of State Travel to St Augustine, FL to Institute for Public Procurement class for the Purchasing\Accounting Clerk

Explanation:

The purpose of this agenda item is to request out-of-state travel for the Purchasing\Accounting Assistant to travel out of state to attend the NIGP class for Developing and Managing Requests for Proposals held in St. Augustine, FL from June 12, 2019 to June 14, 2019.

The Employee Travel Authorization Form is included as an attachment with this agenda item, along with the other details regarding the conference.

Budget Line Item Number (if applicable):

Expense for one person

	Expenses	M. Freeman	Accounting Division	G/L Account Description
Hotel 6/11/19 to 6/13/19	\$	460.00	100.1512.52.3700	Travel & Related
Per Diem	\$	214.00	100.1512.52.3700	Travel & Related
Class Fee	\$	890.00	100.1512.52.3500	Education & Training
Mileage	\$	398.00	100.1512.52.3700	Travel & Related
Total	\$	1,962.00		

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: _____

May 1, 2019

Date given to Clerk of Council

EMPLOYEE TRAVEL AUTHORIZATION FORM

EMPLOYEE NAME:	Melissa Freeman	EMPLOYEE ID	n/a
DEPARTMENT	Finance	DEPARTURE DATE	06/11/2019
POSITION TITLE		RETURN DATE	06/14/2019
DESTINATION (City, State/Country)		St Augustine, FL	

BUSINESS PURPOSE (Check one):

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

EXPLANATION OF TRAVEL (attach additional information as necessary)
 NIGP 3 day class - Developing and Managing Requests for Proposals in St Augustine, FL June 12-14, 2019

EXPENSES	Payment Method	Est. Cost
Airfare	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	
Mileage (personal vehicle)	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	398
Rental Vehicle	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	
Other Transportation	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	

EXPENSES	Payment Method	Est. Cost
Lodging	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	460
Meals	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	214
Registration Fee	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	890
Other Expense	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	
TOTAL ESTIMATED COSTS		1962.00

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

Melissa Freeman
4-30-19

SIGNATURE _____ DATE _____

DEPARTMENT HEAD (or Designee) AUTHORIZATION

APPROVED
 DISAPPROVED

PRINTED NAME & TITLE _____

SIGNATURE _____ DATE _____

CITY MANAGER AUTHORIZATION for OUT-OF TOWN OR COUNTRY TRAVEL

APPROVED
 DISAPPROVED

SIGNATURE _____ DATE _____

DEVELOPING AND MANAGING REQUESTS FOR PROPOSALS



In This Section ►

OBJECTIVES

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

- Select the best solicitation process for a given procurement
- Describe the RFP planning and development process
- Describe the Evaluation Team roles and responsibilities
- Identify and describe the different types of evaluation methodologies and their associated application
- Describe proposal handling processes
- Prepare to conduct a negotiation
- Describe how to customize terms and conditions in a contract to meet the needs of the procurement
- Identify and describe how to manage post award issues in accordance with the commonly accepted practices of the profession.

INTENDED AUDIENCE

Designed for all procurement professionals involved in the competitive, best value solicitation process.

PREREQUISITES

Though no prerequisites are stipulated for this class, successful participants should have one to two years of public procurement experience prior to enrolling. Others may find completion of [Introduction to Public Procurement](#) or [Sourcing in the Public Sector](#) to be of benefit.

DESCRIPTION

This course is uniquely designed to prepare procurement professionals to use the Request for Proposals (RFP) process to its maximum potential. The class agenda will identify the process, offer a key understanding of the elements of the proposal, and ascertain ways in which the document can be used to its full capability. Pitfalls and success stories will make the class relevant and applicable when planning to incorporate this type of solicitation into the government process. Practical examples, discussion, group exercises, and case studies will be used throughout the 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

WAYS TO TAKE THIS COURSE:



FACE-TO-FACE

3 Day Course

Textbook provided

Expand all

COURSE OUTLINE

CEUS

SEARCH FOR AN UPCOMING COURSE



ONLINE

10 weeks




ebook provided

Expand all




COURSE OUTLINE

CEUS

SEARCH FOR AN UPCOMING COURSE

-  Qualifies for Accredited Recertification
-  Contact Hours Classroom
-  Contact Hours Online
-  Classroom
-  Online

UPPC DOMAIN ALIGNMENT

-  Procurement Administration
-  Sourcing
- 

-  Negotiation Process
-  Contract Administration
-  Supply Management
-  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.

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

To report possible copyright infringement, contact Ronni Levine, Web Content Manager at rlevine@nigp.org or 703-736-8900.

© 2019 NIGP. All rights reserved. Bebas Neue font courtesy of [Fontfabric](https://www.fontfabric.com/).

Item Attachment Documents:

6. Contract, Expert Laser Services, Replacement of Copiers in City Hall



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City of Tybee Island
Billing Address: 403 Butler Ave, Tybee Island, GA 31328
Equipment Location: 403 Butler Ave, Tybee Island, GA 31328
EQUIPMENT DESCRIPTION: Copier Systems
BASE TERM IN MONTHS: 60
TOTAL NUMBER OF LEASE PAYMENTS: 60 @ \$745.00 (plus taxes)
END OF LEASE PURCHASE OPTION: [X] Fair market value, plus taxes
(a) Advance Payment: \$0.00
(b) Security Deposit: \$0.00
(c) Documentation Fee: \$95.00
Total due a + b + c =: \$95.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment.
Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.
In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee.
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution.
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you.
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: City of Tybee Island
Print Name: _____ Title: _____
X _____ E-Mail Address: _____ Date: _____
Lessee Authorized Signature Tax ID Number: 586000661

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____ Print Name: _____ E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____ Title: _____ Date: _____



**SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)**

Lease Application No.: **511738**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
-----	-----------------------	----------	------	-------	---------------

Location: 403 Butler Ave, Tybee Island, GA 31328

1 Copier Systems	New
------------------	-----

LESSEE: City of Tybee Island

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



LEAF AUTOPAY PROGRAM
(AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)

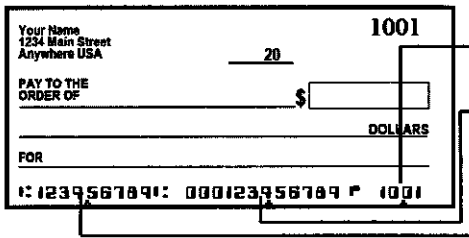
Customer Name: City of Tybee Island

Application Number: 511738

In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize(s), LEAF Capital Funding, LLC AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank").

BANK NAME: _____ ABA/ROUTING NUMBER: _____
BRANCH: _____ ACCOUNT NAME: _____
CITY: _____
STATE: _____ ZIP: _____ ACCOUNT NUMBER: _____

(ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)



The check number is on the top and bottom right of the check - we do not need the check number.
Account Number is the middle group of 12 numbers on the bottom of your check.
Routing Number is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

Customer hereby acknowledges and agrees that the financial accommodations and periodic payments under the Contract have been agreed to by Company upon the condition that Company will be able to realize cost savings by administering the Contract using ACH debit and credit entries as authorized herein.

Signature: X _____ Customer Billing Contact Information
Print Name: _____ (if different from information on left):
Title: _____ Name: _____
Date: _____ Title: _____
Phone Number: _____ Phone Number: _____
E-mail Address: _____ E-mail Address: _____

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



State and Local Government Addendum

Reference: **Application No. 511738**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **City of Tybee Island** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City of Tybee Island	LEAF CAPITAL FUNDING, LLC
By: _____	By: _____
Print	Print
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CONTRACT ADDENDUM

NOW COMES the **City of Tybee Island and Leaf Capital Funding, LLC** and enter into the following addendum to the Contract agreement attached hereto, including the State and Local Governmental addendum thereto and in order to comply with Georgia law, specially adopt the following addendum to the Contract and State and Local Government addendum:

1.

Notwithstanding any other provision to the contract or the state and local government addendum, the parties agree specifically that O.C.G.A. §36-60-13 controls this transaction and therefore, in order to comply with its terms, the parties agree:

- (a) Subject to the renewal provisions, if the agreement is not being renewed the agreement shall terminate and all obligations of the City under the agreement shall cease as of the end of each fiscal year while the agreement is in force.

2.

The annual payment called for under the agreement shall be as calculated on an annual basis under the agreement.

3.

The title to the equipment which is the subject matter of the agreement shall remain in Leaf Capital Funding, LLC and/or vendor until all payments under the agreement have been made, at which time the title shall be provided to the City of Tybee Island assuming proper compliance is accomplished, the appropriate payments made and any option to purchase is exercised.

4.

In every respect, any inconsistent provision contained in O.C.G.A. §36-60-13 is incorporated herein.

This ____ day of _____, 2018.

[SIGNATURES TO FOLLOW]

LEAF CAPITAL FUNDING, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF TYBEE ISLAND

By: _____
JASON BUELTERMAN, Mayor

Attest: _____
JAN LEVINER, Clerk

Approved as to form by: _____
EDWARD M. HUGHES,
City Attorney

Item Attachment Documents:

7. Approval to amend the SPLOST 2014 Fund fiscal year 2018-19 Capital Budget of \$1,340,575.29 by transferring \$7,000 from the contingency fund line item to the Fire Department's budget for additional related equipment to the mobile commend unit vehicle. See attached for associated line items.

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: May 9, 2019

Item: The purpose of this agenda item is seek the City Council’s approval to amendment the SPLOST 2014 Fund fiscal year 2018-2019 capital budget of \$1,340,575.29, by transferring \$7,000 from the contingency fund line item to the Fire Department’s budget to pay for the additional related to the mobile command unit vehicle.

Explanation: The purpose of this agenda item is seek the City Council’s approval to amend the SPLOST 2014 Fund’s fiscal year 2018-2019 capital budget by transferring \$7,000 from the contingency line item, 322.9000.57.1000 to the Fire Departments’ Vehicle line item, 322.3510.54.2200. The transfer is needed in order to cover the balance owed for the mobile command unit vehicle. The total cost of the vehicle will be \$276,000. The current budget balance is \$270,147.63.

Budget Line Item Number (if applicable):	Current Budget Balance	Amendment	Amended Budget
Contingency 322.9000.57.9010	\$398,542.29	(\$7,000)	\$391,542.29
Vehicles 322.3510.54.2200	\$270,147.63	\$7,000	\$277,147.63

Paper Work: Attached*
 Already Distributed

Submitted by: Angela Hudson

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

May 2, 2019

Date given to Clerk of Council

Item Attachment Documents:

8. Sprint Fiber Work, 111 Butler Avenue, Water Tower



April 30, 2019

Tybee Island City Hall
403 Butler Ave
Tybee Island, GA 31328

RE: Water Tower Attachment Lease Agreement between Tybee Island City Hall (“Landlord”), and Sprint Spectrum Realty Company, LLC (formerly a limited liability company), a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. (successor by merger with Airgate PCS, Inc. and its wholly owned subsidiary AGW Leasing Company, Inc.) (“Sprint”), dated November 11, 1999 (“Site Agreement”), with respect to the real property located at 111 Butler Ave, Tybee Island, GA 31328, Cascade No. AT03AW057 (“Site”)

Dear Sir or Madam:

This letter is to advise you that it will be necessary within the near future for Sprint to make certain physical modifications to equipment within Sprint’s premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Sprint’s facility, and are needed for Sprint to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord’s property or operations. However, in accordance with the Site Agreement, Sprint requests that Landlord acknowledge notice of, and consent to, the following modifications which are specifically described below and in the Construction Drawings annexed hereto:

Installing new fiber lines through existing and new conduit along existing and new utility routes and installing a small router and network panel existing equipment enclosures within existing leased space. See attached site sketch.

Initial Here: _____



Please indicate the Landlord’s acknowledgement, consent and approval for Sprint to proceed with the modifications outlined above by signing below and returning one copy of this letter to me via fax to the attention of Emily Petty at (312) 895-4977 or scan and email the Consent Letter to Emily.petty@sacw.com. Alternatively, the letter can be returned by regular mail to Emily Petty at 540 W. Madison, 8th Floor, Chicago, IL 60661.

Thank you in advance for your prompt attention to this matter.

Regards,

Emily Petty

By: Emily Petty
SAC Wireless, an authorized representative of Sprint

Emily Petty | Specialist Site Development | O: 312-895-4977
SAC Wireless, 540 West Madison Street, 8th Floor, Chicago, IL 60661
emily.petty@sacw.com | www.sacw.com

ACKNOWLEDGED AND AGREED TO:

Tybee Island City Hall

Printed Name: _____

Title: _____

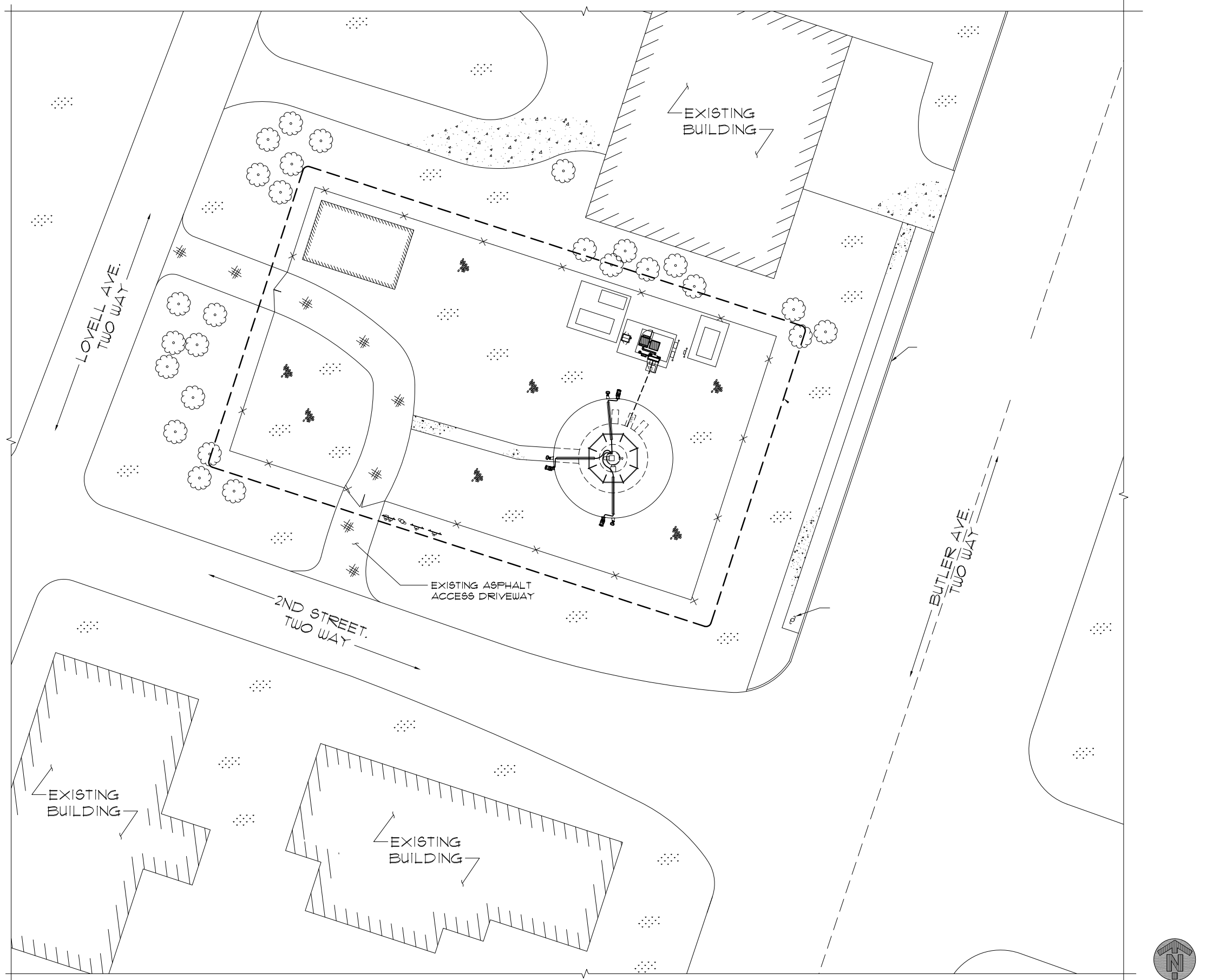
Date: _____, 201__

Landlord Contact Email address: _____

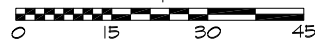
Landlord Contact Name and Number for Access and/or work scheduling:

Access Contact Name: _____

Access Contact Number: _____



SITE PLAN



SCALE: 1" = 30'-0" 1



RALEIGH/SPRINT SWITCH
3801 GATEWAY CENTER BLVD
MORRISVILLE, NC 27560

FULLERTON ENGINEERING CONSULTANTS, INC. IT

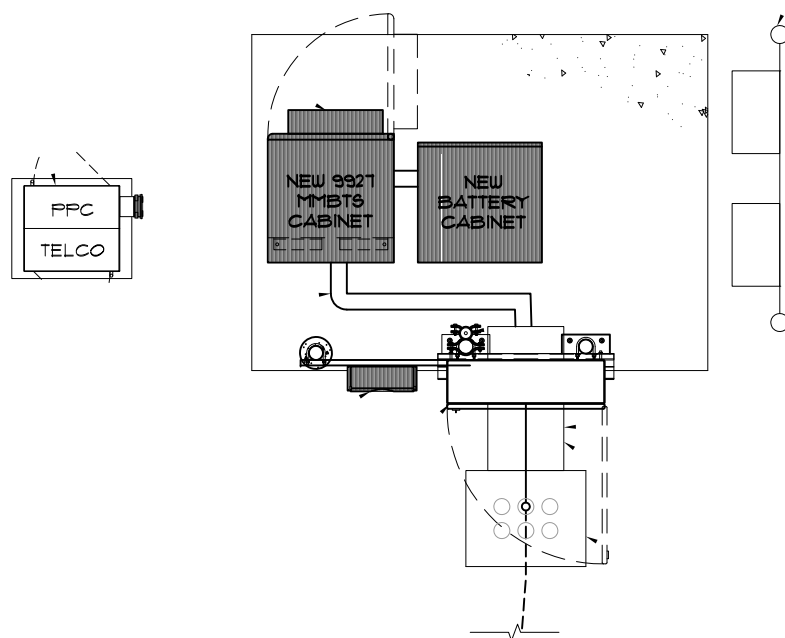
SITE NAME
ALAMOSA
SITE NO.
AT03AW051
SITE ADDRESS
111 BUTLER AVE. TYBEE ISLAND, GA 31328

FULLERTON ENGINEERING CONSULTANTS, INC. IT



RALEIGH/SPRINT SWITCH
3801 GATEWAY CENTER BLVD
MORRISVILLE, NC 27560

FULLERTON ENGINEERING CONS



SITE NAME

ALAMOSA

SITE NO.

AT03AW051

SITE ADDRESS

111 BUTLER AVE.
TYBEE ISLAND, GA 31328

SHEET NAME

ENLARGED
EQUIPMENT
PLAN

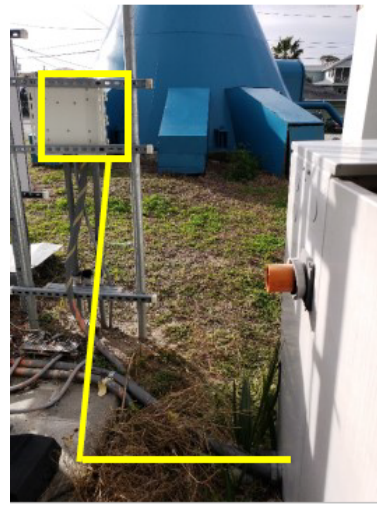
SHEET NUMBER

C-2 Page 43



SCALE: 1/4" = 1'-0" 1





SCALE
N.T.S.

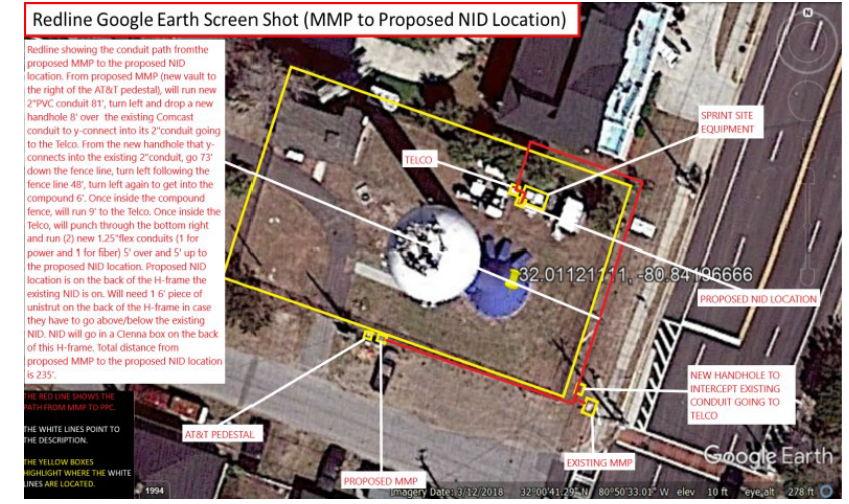
1



PROPOSED MMP

SCALE
N.T.S.

2



SCALE
N.T.S.

3



IT IS NOT THE PROPOSED NID LOCATION.

SCALE
N.T.S.

4



OVERVIEW OF THE SITE

SCALE
N.T.S.

5

SCALE
N.T.S.

6

SCALE
N.T.S.

7

SCALE
N.T.S.

8

SCALE
N.T.S.

9

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

Item Attachment Documents:

9. Bid approval for Portable Restrooms, South-end Beach



City of Tybee Island Georgia
ITB NO. 2019-731

April 17th, 2019
De Queen AR.

RE: Portable Restroom Trailer

To: City of Tybee Island Georgia

Thank you for allowing us to bid on your project. We have recently completed this exact unit for the Province of Newfoundland, U.S. Department of Energy, City of Austin, Houston Metro Transit Authority, Moore County NC and the City of Bangor Maine and are currently working on this model for the California Red Cross, City of Lakeville Massachusetts and the City of Camden South Carolina.

Our units are completely composite construction meaning there is no wood used in the process so the issue of rot will never be present. Many others in the industry use the terms "Marine Grade" or "Fiberglass Flooring" but there is still wood in their units. We also distinguish ourselves by our patented lowering suspension system and removable tongue.

The following documents are included in this bid package.

- City of Tybee Island Bid Package
- Trailer Drawing
- Formal Quote
- Product Literature & Unit Photos
- Warranty Information

In closing AMS Global Incorporated has been in the portable restroom and shower trailer business for over 18 years and we pride ourselves on our manufacturing capability, attention to detail and longevity in this business. Over our last 18 years we have seen many manufactures come in and out of this industry and we want our customers to rest assured that we will be here when you need us.

Sincerely Yours,

A handwritten signature in blue ink that reads "Clint Nelson".

Clint Nelson
Vice President
AMS Global Inc.



Omega Lite 16 ADA 3ST1U Direct Specifications

Unit Length: 192"

Unit Width: 77"

Chassis Construction: 3/8" Tubular Steel

Flooring: 1/8" Steel Decking with Rubber Coin Flooring Overlay

Frame: 1.5" & 2" Coated Tubular Steel

Sheeting: .40 Aluminum

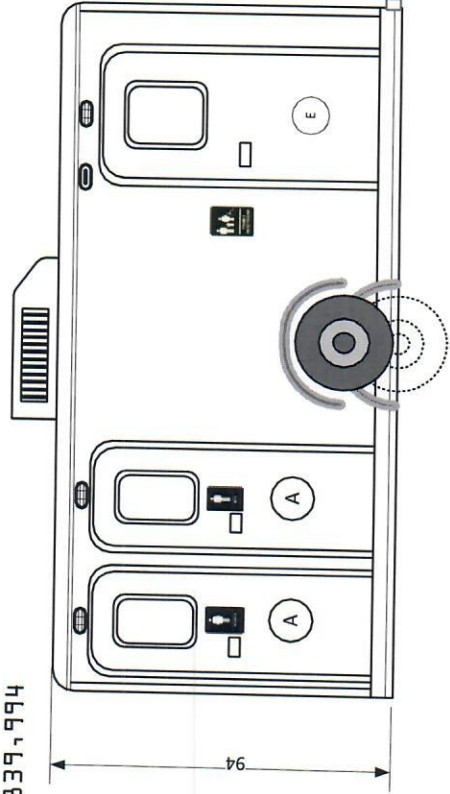
In addition this unit will include

- 15,000 BTU Heating & Air Unit
- Fully ADA Compliant Ramp and Landing that folds on to trailer when not in use.
- Fully ADA Compliant Hand Rails
- LED Exterior & Interior Lighting with Motion Sensors
- Retractable Suspension with the ability to lower the unit flush to the ground with 6" from door steps to ground.
- 16" Radial Tires with 14 ply with a 7000lb axel
- Removable Tongue
- All electric Braking system
- 120V 30 AMP Plug
- Pro Lift Leveling System
- 60" Turning Radius in ADA Stall
- ADA Stall will contain fully compliant ADA fixtures including a marine grade porcelain toilet, sink, stainless steel soap dispenser, exhaust fan, GFCI Outlet, and safety backed glass mirrors.
- Obscure windows in each door
- ADA compliant grab bars and side grab bars
- Non ADA Rooms will have wall hung Jets Charm porcelain toilets and sinks.
- Non ADA Stalls will include a sink, stainless steel soap dispenser, towel bar and safety backed glass mirrors.
- Warranty as provided in bid requirements
- Delivery to the City of Tybee Island Georgia

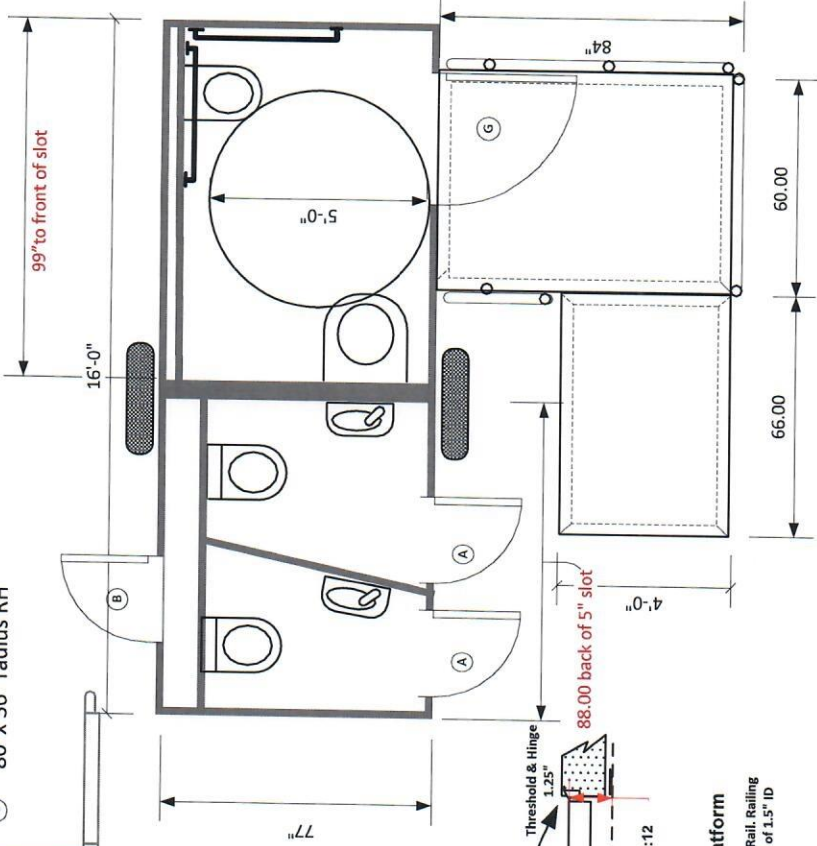


Omega Lite 16 ADA 3ST Direct

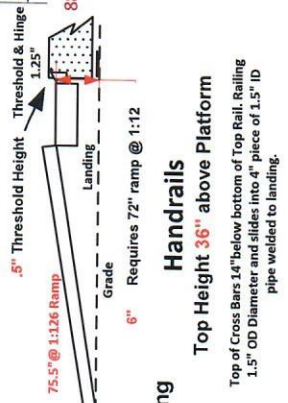
- A 78"x24" radius RH
- B 48"x24" radius LH
- C 32"x49" top hinge
- D 48"x24" radius RH
- E 78"x36" radius RH
- F 78"x24" radius LH
- G 80"x 36" radius RH



18,85839,994



- ADA compliant to 2010 ADA Guidelines
- Low to ground & Container Shipable
- Removeable trailer tongue
- Porcelain wall hung fixtures
- Stainless Steel Towel, tissue and soap dispensers
- Rubber coin over steel flooring Electric Brakes
- 3 commercial wall hung toilets
- Heat Pump or Air Conditioned 15,000btu / 5,500 btu heat
- Ducted ventilation 4500 watt aux. heater
- Obscure skylights in radius doors
- Vandal resistant pebble finished wall panels
- Double foil radiant barrier insulation
- Retractable TorFlex suspension
- 16 x 6.75 14 ply Radial Tires & Easy-Lube bearings
- All metal and composite construction
- LED 50,000 hour burn automatic lighting and trailer lighting
- Down to dusk LED porch lighting
- One 30 amp/120 ac power inlet
- Aluminum ADA ramp w/Stainless steel railing



Handrails

Top Height 36" above Platform

Top of Cross Bars 14" below bottom of Top Rail. Railing 1.5" OD Diameter and slides into 4" piece of 1.5" ID pipe welded to landing.

These restrooms are designed to be compliant with all current guidelines as we are aware of. Many guidelines have gray areas and points open to interpretation. Different entities may have differed interpretations or local differences. We suggest getting approvals of final plans from the authorities in the local the unit will be placed

This document is the property of and contains unpublished proprietary information and trade secrets of A.M.S. Global Inc. By accepting possession of the document the recipient agrees to make no copies, transcriptions or any use of this document or the information contained herein except as authorized by A.M.S. Global Inc. and further agrees to safe keep this document and return it to A.M.S. Global Inc. upon demand.

Approved by













**A.M.S. Global, INC.'S
LIMITED WARRANTY PROGRAM**

TERMS OF A.M.S. Global, INC'S LIMITED WARRANTY

DURATION OF WARRANTY

A.M.S. Global, Inc. ("AMS Global" or "the Manufacturer") hereby warrants to the Original Purchaser that the Manufacturer shall repair any defects with the Trailer relating to materials or workmanship attributable to the Manufacturer, subject to the limitations and exclusions set forth below.



Regardless of which model/brand trailer you purchase, **the following items are only warranted for a one (1) year period of time:** Jacks, jack rams, electrical wiring, windows, sealants, doors, seals, locks, paint, plumbing, exterior metal, fasteners, and couplers. Finally, The DOT Wet Cell Battery is warranted **for a six (6) month period of time.** All warranty periods are measured from the date of purchase by the original purchaser.

PERSONS ENTITLED TO ASSERT A WARRANTY CLAIM

THIS WARRANTY MAY BE ENFORCED ONLY BY THE ORIGINAL PURCHASER OF THE TRAILER. THIS WARRANTY IS NOT TRANSFERABLE TO SUBSEQUENT OWNERS AND IS NOT APPLICABLE TO THE RENTAL OF ANY TRAILER OR ANY OTHER AMS GLOBAL PRODUCTS.

LIMITATIONS AND EXCLUSIONS

ITEMS EXCLUDED FROM WARRANTY

None of the following components are covered by this Warranty: Tires, wheels, axles, axle assemblies, suspension components, ranges, refrigerators, air conditioners, and all other appliances. In addition, all components which are warranted separately by the respective manufacturers of these components, are not covered by this Warranty. AMS Global does not guarantee these warranties by other manufacturers, but any such

claim made to AMS Global will be passed through to the manufacturer of the component at issue.

CLAIMS EXCLUDED FROM THIS WARRANTY

AMS Global is not responsible for claims relating to any of the following: (1) any type of defacing, including scratches, dents, chips, tears, or defacing on any surface not caused by the Manufacturer; (2) routine maintenance; (3) damage from unauthorized repairs, abuse, misuse, neglect, or overloading (as determined by the Gross Vehicle Weight Ratio ("GVWR")); (4) metal corrosion from fertilizers, cement, caustic chemicals, etc.; (5) damage caused from improper hitch ball or tow vehicle hook up; (6) damage to any contents of the Trailer, regardless of cause; (7) damage caused by loose or improperly torqued lug nuts; (8) paint, decals, or graphics regardless of cause; (9) off road usage; (10) damage from snow and/or ice accumulation on the Trailer's roof; (11) tow vehicle wiring; (12) tire alignment; (13) deterioration of paint or general appearance due to use and exposure; (14) damage caused by loose fasteners due to not maintaining necessary tightness of these items; (15) damage caused from towing a trailer under the 10,000 pound GVWR that is towed by any vehicle which exceeds a one (1) ton towing capacity; (16) damage caused by the use of a towing vehicle with a trailer that exceeds the tow vehicle's manufacturer's specification; (17) damage to any tow vehicle; (18) damage caused by acts of God or terrorism; (19) damage caused by theft or vandalism.

THIS WARRANTY WILL BE VOIDED BY ANY REPAIR OR MODIFICATION TO THE TRAILER, OR ADDITION OF ACCESSORIES TO THE TRAILER BY ANYONE OTHER THAN AMS Global OR AN APPROVED DESIGNEE. The Manufacturer will not be responsible for work performed by a non-AMS Global dealer or service center, unless the Manufacturer gives prior written authorization. The Manufacturer's determination of whether the Trailer has been abused or misused by the Purchaser is final and binding on the Purchaser regarding the Purchaser's rights under this Warranty.

THE MANUFACTURER'S OBLIGATION

The Manufacturer's sole obligation under this Warranty and Purchaser's sole remedy is for the Manufacturer to repair all defects in materials and workmanship covered by this Warranty. The Manufacturer will not be obligated, in any way, to replace the Trailer or pay for any repairs made to the Trailer by the Purchaser without express prior written approval by the Manufacturer. AMS Global's repair facility will remedy all defects within a reasonable time.

THE PURCHASER'S OBLIGATIONS – HOW TO OBTAIN WARRANTY SERVICE

The Purchaser must notify his/her selling dealer of any defects in material or workmanship immediately upon discovery of the defect. It is the selling dealer's responsibility to notify the Manufacturer of any warrantable issues and to request authorization and replacement warranty parts.

The Purchaser is responsible for all costs, towing, and transportation charges incurred to obtain Warranty service, including towing, transportation, meals, and lodging expenses.

LIMITATION OF LIABILITY

IN CONNECTION WITH THIS WARRANTY, THE MANUFACTURER EXCLUDES ALL LIABILITY, WHETHER BASED ON CONTRACT (EXPRESS OR IMPLIED), TORT, OR PRODUCT LIABILITY, FOR ANY DAMAGES TO THE PURCHASER OR ANY OTHER PARTY OTHER THAN REPAIR OF ANY DEFECTIVE ITEM AS SET FORTH IN THIS WARRANTY. THE MANUFACTURER ALSO SHALL NOT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR LOSS OF REVENUE, PROFITS, LOSS OF BUSINESS, LOSS OF USE OF THE TRAILER, ATTORNEY FEES, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, MAINTENANCE, USE OR FAILURE OF THE TRAILER, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MANUFACTURER'S LIABILITY UNDER THIS WARRANTY DOES NOT INCLUDE, AND SPECIFICALLY EXCLUDES, LIABILITY FOR THE PURCHASER'S HOTEL OR OTHER LODGING EXPENSES, FOOD AND OTHER LIVING OR TRAVEL EXPENSES, AND FUEL EXPENSES. THIS DISCLAIMER OF LIABILITY SHALL NOT BE AFFECTED EVEN IF ANY REMEDY PROVIDED IN THIS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

DISCLAIMER OF IMPLIED WARRANTIES

THE MANUFACTURER MAKES NO EXPRESS OR IMPLIED WARRANTIES OTHER THAN AS SPECIFICALLY SET FORTH IN THIS WARRANTY. THE TRAILER IS SOLD "AS IS" AND NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH DESCRIPTION, OR NON-INFRINGEMENT IN CONNECTION WITH ANY SALE EXIST. THIS LIMITED WARRANTY DOES NOT COVER FAILURE OF THE TRAILER RESULTING FROM CAUSES OTHER THAN TRAILER DEFECTS, INCLUDING BUT NOT LIMITED TO IMPROPER MAINTENANCE, IMPROPER USE, OR ANY OTHER SUCH CAUSE. If any provision of this Warranty is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain effective. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury, so the limitations and exclusions above may be limited in their application. When the implied warranties cannot be excluded in their entirety, they will be limited to the duration of the express written terms of this Warranty.

DESIGN CHANGES

The Manufacturer reserves the right to change the design of its Trailers from time to time without notice and with no obligation to make corresponding changes in any Trailers previously manufactured.

LEGAL REMEDIES OF PURCHASER

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE. No action to enforce this Warranty shall be effective if it is commenced after the expiration of the applicable Warranty Periods set forth above, or later than 180 days after the discovery of the defect—whichever date is earliest.

**INVITATION TO BID
ITB NO. 2019-731**

PORTABLE RESTROOM TRAILER

DUE: FRIDAY, APRIL 26, 2019 by 11:00am

CITY OF TYBEE ISLAND, GEORGIA

JASON BUELTERMAN, MAYOR

BARRY BROWN, MAYOR PRO TEM

SHIRLEY SESSIONS

WANDA DOYLE

JULIE LIVINGSTON

JOHN BRANIGIN

MONTY PARKS

DOCUMENT CHECK LIST

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

GENERAL INFORMATION AND INSTRUCTIONS WITH ATTACHMENTS

SPECIAL CONDITIONS

SURETY REQUIREMENTS

SPECIFICATIONS

ATTACHMENTS: A. SAVE AFFIDAVIT; B. W-9/VENDOR INFORMATION; C. BID SHEET; D. CHECKLIST

Date: 4-11-19

BID NO. 2019-731

GENERAL INFORMATION FOR INVITATION TO BID

This is an Invitation to Bid to supply the City of Tybee Island, Georgia (sometimes hereinafter referred to as "Owner") with services or equipment as indicated herein.

Sealed Bids must be received by 11:00am local time, on Friday, April 26, 2019. The City of Tybee Island reserves the right to reject any or all bids.

SERVICES TO BE PROVIDED

The City of Tybee Island is soliciting bids for an **ADA plus 2 Portable Restroom Trailer**

SPECIFICATIONS AND REQUIREMENTS

- Must have direct sewer and water connection
- 2 unisex and 1 ADA compliant stalls
- Regular style, single flush valve toilets
- Waterproof flooring
- HVAC
- 16' X 6' Trailer
- Plastic sinks
- 120v hookup

(No need for storage tanks or fresh water pumps)

The City is seeking a total bid 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 invitation to bid.

All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation by the bidders 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 the invitation to bid, whether amended or not. Selection or rejection of the bid does not affect this right.

Courier or hand deliver response to:

**BID NUMBER 2019-731 PORTABLE RESTROOM
MELISSA FREEMAN
403 BUTLER AVE
TYBEE ISLAND, GA. 31328**

****Do not send by US mail**

Inquiries or other need for clarification in this document should be submitted no later than April 23, 2019.

All questions in writing to:

**George Shaw
gshaw@cityoftybee.org**

METHOD OF AWARD: Contracts shall be awarded to the lowest, responsive, and responsible bidder. Bidders must respond completely by filling in all applicable blanks. Bids are subject to the terms and conditions of this invitation to bid.

Signature of bidder indicates that bidder understands and will comply with attached terms and conditions and all other specifications made a part of this invitation for bid and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract. Nothing contained within this ITB is indicative of intent by the City of Tybee Island to reimburse the bidder, in whole or in part, for any costs associated with preparation, submission, or presentation of bids.

WAIVER: The City of Tybee Island reserves the right to reject any or all bids received. The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

Limitations

- A. This ITB does not commit the City to the award of a contract or to pay any costs incurred in the preparation for a response to this ITB.
- B. The City may or may not require the prospective bidder to participate in negotiations and to submit additional technical information or other revisions to their bid as may result from the negotiations.
- C. The City reserves the right to reject any or all bids, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the City.

1. INSTRUCTIONS TO BIDDERS

Purpose: The purpose of this document is to provide general and specific information for use in submitting a bid to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All ITBs 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 Bids:

- 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 bid sheet. **ALL SIGNATURE SPACES MUST BE SIGNED.**

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

1.2 How to Submit Bids:

- a. One original and one electronic copy (usb flash drive) must be submitted in a sealed opaque envelope, plainly marked with the bid 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 bid sheet, and all required attachments, found at the end of this document. No vendor will be allowed to submit more than one (1) bid.
- b. Include all requested documents and attachments.
- c. Include a copy of the responder's current business license.

- d. All bids should be hand delivered or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above. **Address for courier or hand delivery: City of Tybee Island, Attn: Melissa Freeman, 403 Butler Avenue, Tybee Island, Georgia 31328. Do not send by US mail.**

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

- 1.3 **How to Submit an Objection:** Objections from bidders shall be brought to the attention of the City of Tybee Island Purchasing Agent in the following manner:
 - a. Bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
 - b. The objections contemplated may pertain to form and/or substance of the bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this ITB.
- 1.4 **Errors in ITBs:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bid(s). Failure to do so will be at the Bidder's own risk. In case of error in extension of prices in the RFP or proposal, the unit price will govern.
- 1.5 **Standards for Acceptance of Bid for Contract Award:** City of Tybee Island reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids 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 bid of an offeror who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from an offeror whom investigation shows is not in a position to perform the contract.
- 1.6 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "supplier," "vendor," or other party submitting a bid to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.
- 1.7 **Responsible / Responsive Bidder:** *Responsible bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive bidder* means a person or entity that has submitted a bid that conforms in all material respects to the requirements set forth in the ITB.
- 1.8 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, county or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in any contract document between the contractor and City of Tybee Island shall be supplementary to this section and not in substitution thereof.

- 1.9 **Contractor:** Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.10 **State Licensing Board for General Contractors:** If applicable, pursuant to Georgia law, any bidder must be a Georgia licensed **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).
- 1.11 **Security & Immigration Compliance:** On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No bids 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." Bidders are required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package.

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

2 GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder 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 Bids:** No vendor will be allowed to submit more than one (1) bid.
- 2.3 **Permitting and Approvals:** The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.
- 2.4 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the ITB.
- 2.5 **Completeness:** All information required by the ITB must be completed and submitted to constitute a proper bid.
- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this bid shall be of the best quality, and of the highest standard of workmanship.
- Workmanship employed in any construction, repair, or installation required by this bid 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 Bidder 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 bidders are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the bid as requested by the City, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid 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 bidder 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 lowest bidder, 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 bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- a. The prices in this bid 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 bidder or with any competitor;
- b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

2.11 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.

2.12 Qualification of Business (Responsible Bidder): A responsible Bidder is defined as one who meets, or by the date of the bid 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 bidders 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 bid of any bidder as being unresponsive or un-responsible whenever such bidder cannot document the ability to deliver the requested product or service.

2.13 Compliance with Specification - Terms and Conditions: The ITB, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Addendum, and/or any other pertinent documents form a part of the bid and by reference are made a part hereof.

2.14 Signed Bid Considered Offer: The signed Bid shall be considered an offer on the part of the Bidder, 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 Bidder 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.

2.15 Notice to Proceed: The successful bidder shall not commence work under this ITB 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 Bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.16 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.

2.17 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 bids and any bid 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 Bidder is responsible, the Owner will consider, but is not limited to consideration of, the following:

- a. Whether the Bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from contracting by any state or federal agency, department, or authority;
- b. Whether the Bidder or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the Bidder 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 Bidder'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 Bidder's contract obligations.

2.18 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.

2.19 Cone of Silence:

Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, invitation to bid, or contract by any member of a bidder'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 bid to be rejected.

2.20 GEORGIA OPEN RECORDS ACT - The bids 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 Bidder to notify the City of any documents turned over which may contain trade secrets or other confidential matters. A Bidder 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.

2.21 GEORGIA TRADE SECRET ACT of 1990 - In the event a Bidder 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.

2.22 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 Terms of Contract:

a. ONE TIME CONTRACT

3.2 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.

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 which 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.

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 to be 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. This warranty shall survive inspection, delivery and payments shall run to Buyer, its successors, assigns and the users of the items and shall not be deemed to be exclusive. 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, without 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. This order is intended by the parties as a final expression of their agreement and also 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 and specifications and bid 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 7 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; include the solicitation number, contain 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.

DELIVERY: F.O.B. DESTINATION Tybee Island Public Works Dept. 76 Polk St

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

CHATHAM COUNTY, GEORGIA

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

The Bidder agrees, if awarded this Bid, he/she will:

- A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this document; 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 document for the bid amount, and;

AMS Global Inc.
COMPANY
Clint Nelson
SIGNATURE
(800) 789-1212
TELEPHONE NUMBER

4/17/19
DATE
President
TITLE

ATTACHMENT A

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) 2019-731 Bid 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) X I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

The secure and verifiable document provided with this affidavit can best be classified as:
US Passport

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 De Queen (city), Arkansas (state).

Clint Nelson
Signature of Applicant

Clint Nelson
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 18 DAY OF April, 2019

Margaret Taaffe
NOTARY PUBLIC

My Commission Expires:

MARGARET TAAFFE
SEVIER COUNTY
NOTARY PUBLIC - ARKANSAS
MY COMMISSION EXPIRES AUG. 23, 2028
COMMISSION NO. 12705315

ATTACHMENT B

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific
Instructions on page 2.

Name (as reported on your income tax return)
AMS Global Inc.

Business name, if different from above

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

Address (number, street, and apt. or suite no.)
107 Mitchell Lane

City, state, and ZIP code
De Queen, AR 71832

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

OR

Employer identification number													
2	0	+	8	4		9		5	8		3		2

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Clint Nelson

Date ▶ 4/17/19

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

Manufacture a ADA + 2 Restroom Trailer

Contact: Clint Nelson Email: clint@msglobal.us

Phone# (800) 789-1212 Fax# NA

Location: De Queen Arkansas

To whom shall we direct Payment?

A/R Contact: Meg Taaffe Email: megt@msglobal.us

Phone# (800) 789-1212 Fax# NA

Remittance Address: 107 Mitchell Lane, De Queen AR. 71832

Our terms are Net 30.

ATTACHMENT C

BID SHEET

PORTABLE RESTROOM TRAILER

BID # 2019-731

PRICE OF RESTROOM TRAILER: \$40,445

PRICE OF DELIVERY: \$1,776

TOTAL PRICE: \$42,221

AMS Global Inc. (Firm)

Clint Nehor (Signature)

President (Title)

ATTACHMENT D

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with BID

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

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

Clint Nelson - President

NAME/TILE

AMS Global Inc.

COMPANY NAME

107 Mitchell Lane

ADDRESS

De Queen AR., 71832

CITY/STATE/ZIP

(800) 789-1212

PHONE NUMBER

clint@amsglobal.us

EMAIL

Clint Nelson

SIGNATURE

Item Attachment Documents:

10. Second Reading, 2019-03, Graffiti, Sec 22-33-42

ORDINANCE NO. ~~03~~—2019
(Previously 10-2018)

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

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

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

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, Section _____ dealing with graffiti so that hereafter the section and Code shall read as hereinafter provided.

SECTION 1

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Section _____ to be added so that hereafter such section shall read follows:

Sec. _____.

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

Sec. ___-2. Findings; Nuisance. Council finds that graffiti is a public nuisance and destructive of the rights and values of property owners, as well as the entire community. Unless

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

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

Sec. ___-3. Definitions.

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

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

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

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

(d) *Graffiti* means any unauthorized inscription, word, figure, painting, or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or

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

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

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

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

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

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

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

(k) Remove or removal. To remove or the removal of graffiti shall mean to restore or repair the area impacted by graffiti on a structure as nearly as practicable to its condition and appearance as it existed immediately before the application of the graffiti.

Sec. ___-4. Graffiti prohibited.

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

Sec. ___-5. Violation.

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

Sec. ___-6. Notice to Remove.

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

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

known address for the owner, the notice shall be sent to the property address. The notice may be served in any of the following manners:

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

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

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

SECTION 2

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 3

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of

Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572-572-1

4372599.1
000572-000572

ORDINANCE NO. 03-2019

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

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

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

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, Section _____ dealing with graffiti so that hereafter the section and Code shall read as hereinafter provided.

SECTION 1

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Section _____ to be added so that hereafter such section shall read follows:

Sec. _____.

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

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

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

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

Sec. ____-3. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Remove or removal.* To remove or the removal of graffiti shall mean to restore or repair the area impacted by graffiti on a structure as nearly as practicable to its condition and appearance as it existed immediately before the application of the graffiti.

Sec. ___-4. Graffiti prohibited.

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

Sec. ___-5. Violation.

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

Sec. ___-6. Notice to Remove.

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

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

known address for the owner, the notice shall be sent to the property address. The notice may be served in any of the following manners:

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

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

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

SECTION 2

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 3

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 4

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of

Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 5

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS __ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572-572-1

Item Attachment Documents:

11. Second Reading, 2019-04, Disorderly Household

ORDINANCE NO. ~~07-04-2019~~8
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
BY ADDING AN ARTICLE DEFINING AND
REGULATING A DISORDERLY HOUSE NUISANCE
FOR THE CITY OF TYBEE ISLAND, GEORGIA

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the governing authority desires to adopt ordinances under its police and home rule powers, and

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

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

ARTICLE IIA DISORDERLY HOUSE NUISANCE CODE.

SECTION 22-33 GENERAL DEFINITIONS.

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

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

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

SECTION 22-34 DISORDERLY HOUSE NUISANCE DEFINED.

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

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

6. For purposes of this section and this ordinance, a person's unexcused failure to appear to answer a charge or the failure to pay a fine in lieu of an appearance is to be considered the equivalent of a conviction and therefore, a violation.

SECTION 22-35 VIOLATION.

1. No owner or occupant or manager of any Dwelling shall allow or permit such Dwelling to be, or become, a Disorderly House Nuisance.

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

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

SECTION 22-36 WRITTEN NOTICE OF DISORDERLY HOUSE NUISANCE.

No person shall be prosecuted for a violation of Section 22-35 until the City Manager or his designee ~~Director of~~

~~Community Development Economic Director or such similar position as then exists (hereafter "Director"), or his designee, (hereinafter sometimes referred to herein as "Director")~~

shall serve such person or persons or entity with the notice provided herein, and the persons, or entity have or has either failed, or refused, to enter into the Nuisance Abatement Agreement, provided for hereinafter, or after entering into such Agreement, fails to comply with its provisions. Such Notice may be served on any person by personal service, or in the case of an occupant who has not been personally served, by restricted mail addressed to the address of the Dwelling, or, in the

case of a Non-Occupant Owner, by restricted mail to his/her last known address, or, if none, to the address to which any tax statement is provided to such owner for the Dwelling and in the case of a property manager, to the business address of such manager. Such notice shall contain, at a minimum, the following:

Formatted: Indent: Left: 0", First line: 0.5"

1. That a Disorderly House Nuisance exists, as defined by Section 22-34, at the location specified in the notice.
2. The date of the commission of the acts which constitute the basis for the Disorderly House Nuisance, the name(s) of the person(s) committing such acts, if known, and the offense committed, the violation time, date and type and the code section making such conduct or occurrence an offense with the case number, if applicable, and include a notice that additional violations of laws or ordinances at the location may result in the suspension or cancellation of a business permit or license to operate a non-owner occupied residential dwelling, STVP at the location following a hearing or an opportunity for a hearing thereon before the city manager.
3. The date, time and place where the person is to appear, and meet with the Director or his designee, to participate in the Nuisance Abatement Conference.
4. That failure to appear, or failure to make satisfactory arrangements for an alternative date and time, at the time and place designated in the notice may result in prosecution of a violation of Section 22-35 and the imposition of penalties, as proscribed by the Article and the Code of Ordinances.

SECTION 22-37 NUISANCE ABATEMENT CONFERENCE.

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

SECTION 22-38 NUISANCE ABATEMENT AGREEMENT.

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

Formatted: Indent: Left: 0"

original agreement entered into by the owner ~~and/or his authorized designee~~ occupant and/or manager, including the occupant or the manager, who are conclusively identified as authorized agents of the owner for all purposes in reference to an abatement agreement and the City. A nuisance abatement agreement may impose one or more of the following conditions or requirements on the owner and/or occupant.

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

SECTION 22-39 COMMENCEMENT OF PROSECUTION.

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

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

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

Notwithstanding any other provisions of the Code, in the event the property or dwelling in question is a location authorized or permitted for non-owner occupied short term vacation rentals, the permit and/or occupational tax certificate and/or license for the operation of such location may be revoked for ordinance or other violations as provided herein. Such revocation may occur following a notice being delivered to the owner, occupant and/or agency managing the property from the city manager requiring that an administrative hearing before the manager be held. Following such a hearing, or an effort to hold such a hearing in the event that the owner, occupier, or agent does not appear, the manager is authorized to suspend, revoke, place on probation with restrictions, or take other appropriate action with regard to the permit, occupational tax certificate, or business license for the location. The owner, occupant, or agent may appeal the manager's decision to the Superior Court of Chatham County but, in the absence of a court order providing otherwise, the decision of the manager goes in force immediately, and an appeal does not act as a supersedeas. At the option of the manager, the procedures of Sec. 34-39 may be used to address license revocation proceedings in lieu of the above.

SECTION 22-40 ACTION TO ABATE PENALTIES.

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

SECTION 22-41 JUDGMENT.

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

SECTION 22-42 PENALTIES.

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

1. The completion of improvements upon the Premises of the Dwelling which have the impact of mitigating crime and criminal activity, including but not limited to the erection of fences, installation of security devices or increased lighting; and

2. Requirement of a written lease for occupants which includes provisions requiring eviction for criminal activity;
3. Submitting tenancy lists on a periodic basis to the Police Department;
4. Posting a cash bond of no less than the minimum fine and up to the amount of the maximum fine for the period of court supervision or conditional discharge imposed by the Court, such bond to be retained by the Court in an interest bearing account and conditioned on successful completion of the period of court supervision on conditional discharge.
5. Any other condition reasonably related to the objective of abating the Disorderly House Nuisance.

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

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

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

4378893.1
000572-000572

ORDINANCE NO. 04-2019
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
BY ADDING AN ARTICLE DEFINING AND
REGULATING A DISORDERLY HOUSE NUISANCE
FOR THE CITY OF TYBEE ISLAND, GEORGIA

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the governing authority desires to adopt ordinances under its police and home rule powers, and

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

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

ARTICLE IIA DISORDERLY HOUSE NUISANCE CODE.

SECTION 22-33 GENERAL DEFINITIONS.

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

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

occupancy interest in, a Dwelling; or any person residing in or frequenting the premises of the Dwelling with the actual or implied permission of the Owner or lessee.

4. "Owner" means any person, agent, operator, firm or corporation having a legal or equitable interest in the Dwelling; or one with an interest recorded in the official records of the state, county or municipality as holding title to the Dwelling; or otherwise having a control of the Dwelling, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of such property by a court.

SECTION 22-34 DISORDERLY HOUSE NUISANCE DEFINED.

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

1. One or more felonies or Three (3) misdemeanors, arising out of separate, and distinct facts and circumstances, as defined by the statutes of the State of Georgia, and/or the ordinances of the City of Tybee Island; or
2. Three (3) or more violations of Chapter 10 of the Code of the City of Tybee Island, relating to animals and fowls, arising out of separate and distinct facts and circumstances; or
3. Three (3) or more violations of Article II, Article III, or Article IV of Chapter 22 of the Code of the City of Tybee Island, relating to nuisances, property maintenance, and/or noises arising out of separate and distinct facts and circumstances; or
4. Three (3) or more violations of Chapter 42 of the Code of the City of Tybee Island, relating to various offenses, arising out of separate and distinct facts and circumstances; or
5. A combination of three (3) offenses s from any of the above categories, arising out of separate and distinct facts and circumstances.
6. For purposes of this section and this ordinance, a person's unexcused failure to appear to answer a charge or the failure to pay a fine in lieu of an appearance is to be considered the equivalent of a conviction and therefore, a violation.

SECTION 22-35 VIOLATION.

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

or permitted a Dwelling to be, or become, a Disorderly House Nuisance, if:

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

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

SECTION 22-36 WRITTEN NOTICE OF DISORDERLY HOUSE NUISANCE.

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

1. That a Disorderly House Nuisance exists, as defined by Section 22-34, at the location specified in the notice.
2. The date of the commission of the acts which constitute the basis for the Disorderly

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

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

SECTION 22-37 NUISANCE ABATEMENT CONFERENCE.

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

SECTION 22-38 NUISANCE ABATEMENT AGREEMENT.

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

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

SECTION 22-39 COMMENCEMENT OF PROSECUTION.

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

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

Sec. 22-39.1. NON-OWNER OCCUPIED PROPERTIES.

Notwithstanding any other provisions of the Code, in the event the property or dwelling in question is a location authorized or permitted for non-owner occupied rentals, the permit and/or occupational tax certificate and/or license for the operation of such location may be revoked for ordinance or other violations as provided herein. Such revocation

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

SECTION 22-40 ACTION TO ABATE PENALTIES.

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

SECTION 22-41 JUDGMENT.

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

SECTION 22-42 PENALTIES.

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

1. The completion of improvements upon the Premises of the Dwelling which have the impact of mitigating crime and criminal activity, including but not limited to the erection of fences, installation of security devices or increased lighting; and
2. Requirement of a written lease for occupants which includes provisions requiring eviction for criminal activity;
3. Submitting tenancy lists on a periodic basis to the Police Department;

4. Posting a cash bond of no less than the minimum fine and up to the amount of the maximum fine for the period of court supervision or conditional discharge imposed by the Court, such bond to be retained by the Court in an interest bearing account and conditioned on successful completion of the period of court supervision on conditional discharge.
5. Any other condition reasonably related to the objective of abating the Disorderly House Nuisance.

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

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

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

Item Attachment Documents:

12. Second Reading, STVR, 2019-09, Sec 34-261

ORDINANCE NO. ~~09-2019~~

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND, GEORGIA, REGARDING THE PROVISIONS RELATING TO SHORT TERM VACATION RENTALS SO AS TO REQUIRE THE REGULATION THEREOF, APPLICATION OF OCCUPATIONAL TAXES BE PROVIDED FOR IDENTIFIED LOCATIONS AND THAT DURING THE VACATION SEASON TO PROVIDE FOR WASTE DISPOSAL REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the governing authority desires to amend the Code of Ordinances for the City of Tybee Island, Georgia, Section 34, relating to short term vacation rentals so as to create a new section to address garbage and/or waste removal requirements during the “vacation” season and;

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

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

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

SECTION 1

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

Sec. 34-261. – Application

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

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

Sec. 34-262. – Regulatory fee/renewal

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

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

- (b) Each property shall be issued a ~~location identification~~registration number;
- (c) Failure to ~~comply~~register as prescribed by this ~~ordinance~~law will result in a fine of \$100.00 for each month that the unit continues to operate without ~~registration compliance, including without registration.~~
- (d) The annual ~~application documentation~~registration of a unit and the regulatory fee are not transferrable. In the event ownership of a unit changes and even if there is no change in the management company managing the unit, the fee upon ownership change shall be \$100.00 if the change occurs prior to July 1 of the year and \$50.00 if after July 1 of the year.
- (e) In the event a management company changes, the unit is to be ~~re-documented~~re-registered by notice to the city identifying the property/unit to the city and the regulatory fee will be \$50.00 if the management company change is after July 1; otherwise, the fee is \$100.00.

SECTION 2

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

Waste Disposal Requirements During Vacation Season

Formatted: Font color: Red

Solid Waste Disposal

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

SECTION 3

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such

illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 5

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 6

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

572-572-1

ORDINANCE NO. 09-2019

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND, GEORGIA, REGARDING THE PROVISIONS RELATING TO SHORT TERM VACATION RENTALS SO AS TO REQUIRE THE REGULATION THEREOF, APPLICATION OF OCCUPATIONAL TAXES BE PROVIDED FOR IDENTIFIED LOCATIONS AND THAT DURING THE VACATION SEASON TO PROVIDE FOR WASTE DISPOSAL REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the governing authority desires to amend the Code of Ordinances for the City of Tybee Island, Georgia, Section 34, relating to short term vacation rentals so as to create a new section to address garbage and/or waste removal requirements during the “vacation” season and;

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

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

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

SECTION 1

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

Sec. 34-261. – Application

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

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

Sec. 34-262. – Regulatory fee/renewal

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

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

(b) Each property shall be issued a location identification number;

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

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

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

SECTION 2

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

Waste Disposal Requirements During Vacation Season

Solid Waste Disposal

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

SECTION 3

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 5

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 6

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS ___ DAY OF _____, 2019.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

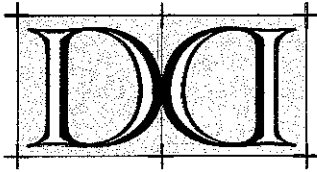
SECOND READING: _____

ENACTED: _____

572-572-1

Item Attachment Documents:

15. George Shaw - Request to Amend the C-2 District Zoning



DIVERSIFIED DESIGNS, P.C.

11 Jones Avenue
Tybee Island GA 31328

T 912.786.7945
F 912.786.7943
d designs@bellsouth.net

April 30, 2019

Honorable Mayor Jason Buelterman and Distinguished Members of Tybee City Council

Re: Need for Expanded C-2 Zoning on Tybee Island

Honorable Mayor and City Council:

I am respectfully requesting that you consider modifying the current C -2 zoning to include affordable housing such as apartments for workers on Tybee Island. I have had many conversations with local employers and businessmen who can not get or keep good workers due to the lack of affordable housing for perspective employees or workers. Under the current C-2 zoning "Motels" are allowed but not apartments or other multi-family structures that are included in the C-1 Zoning district. The Mayor and City council should consider changing the C-2 Zoning to include the multi-family zoning permitted in C-1 after site plan approval from City Council.

In the Tybee City Code of Ordinances C-1 beach business district (1) Uses permitted by right after site approval include (a) Apartments, condominiums, townhomes, guest cottage, hotels, motels, time shares, tourist homes, bed and breakfast inns; plus single-family, two-family, three-family, and four family dwellings;. The same language could be added to the current C-2 Zoning to improve our situation with workforce housing.

Keep in mind that the C-2 District is not a large zoning district like the R-2 and other Residential Districts on Tybee. The affordable housing component added to C-2 will not have much impact on the Island. Most of the C-2 District abuts Residential Districts. If the affordable housing in C-2 is allowed, such a change would result in Residential next to Residential Zoning, and not Commercial next to Residential Zoning(which does not mix together well). Additionally there are only a few building lots left in the C-2 District so the impact will necessarily be minimal. The requirement of City Council site plan approval also minimizes impact.

Without the text amendment to C-2 Tybee could face a housing crisis like many other areas such as Savannah, Hilton Head Island and Kansas City are currently facing and studying. I am attaching a few articles that will help explain the effects of lack of affordable housing for workers.

The February 15, 2019, Island Packet put out on Hilton Head contained an informative article.(msn.com/en-us/travel/news/expert-Hilton Head needs 200 new housing). One of the key findings of Sturtevant Consultants hired by Hilton Head was that, "Employers agree "a lack of lower-cost housing on the island is a significant impediment to employers and a challenge to the quality of life and of service" on Hilton Head. The conclusion of the study was that Hilton Head "should build 200 affordable housing units a year." The target of 200 units a year is for rental

“should build 200 affordable housing units a year.” The target of 200 units a year is for rental units specifically designed to house the workforce.” The study found that “The lack of workforce housing and the inability to attract workers can lead to **declines in quality of service** on the Island. There is a need for a **broad range** of workforce housing options. A copy of the presentation made to the Hilton Head Island Town Council by Lisa Sturtevant & Associates, LLC., can be found online.(HiltonHeadIslandSC.gov/projects/workforcehousing). Tybee can use the information and prevent a similar housing crisis on Tybee. Expanding C-2 zoning to include rental apartments for workers is a proactive measure that will benefit our community.

Other research by the Kansas City Fed shows that “stable, affordable housing benefits the broader economy.” Cris White, CEO of the Colorado Housing and Finance Authority states, “An apartment building gives people individuals, or a family a safe environment and a way to be housed economically so they aren’t rent-burdened. What that gives to a community is stable tenants who are buying groceries, going out to eat and who are involved in their community. When housing is created, construction and other jobs are created. People who are housed affordable have more money to spend on other essential, food and health care.” For owners and renters, housing is often the most expensive part of a household budget. Areas that lack affordable housing also have trouble attracting a workforce. See the article, “The housing effect: Studying the impact on communities, income, jobs” by Sarah Pope on April 25, 2018, found in the Kansas City Federal publication, Ten magazine.

Tybee should act now and expand C-2 zoning so that affordable housing can be created for people who would like to work and live on Tybee. Employers, workers, and the other residents would all benefit from the foresight of doing this now as these articles explain. We can use the information and lessons garnered by other communities across the nation to keep our community vital.

Sincerely,



Jeffrey A. Cramer

Savannah Morning News article, Tuesday, April 30, 2019

<https://www.kansascityfed.org/publications/ten/articles/2018/spring/thehousingeffect>

<https://www.islandpacket.com/news/business/real-estate-news/article226272880.html>

<http://www.hiltonheadislandsc.gov/projects/workforcehousing/>

Map Officially Adopted

Date: April 22, 1999

Map Readopted with Amendment

Date: December 18, 1999

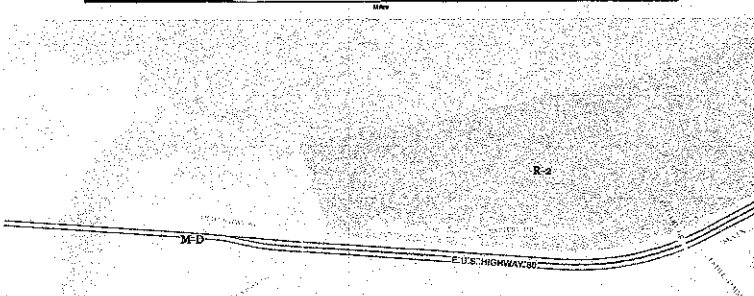
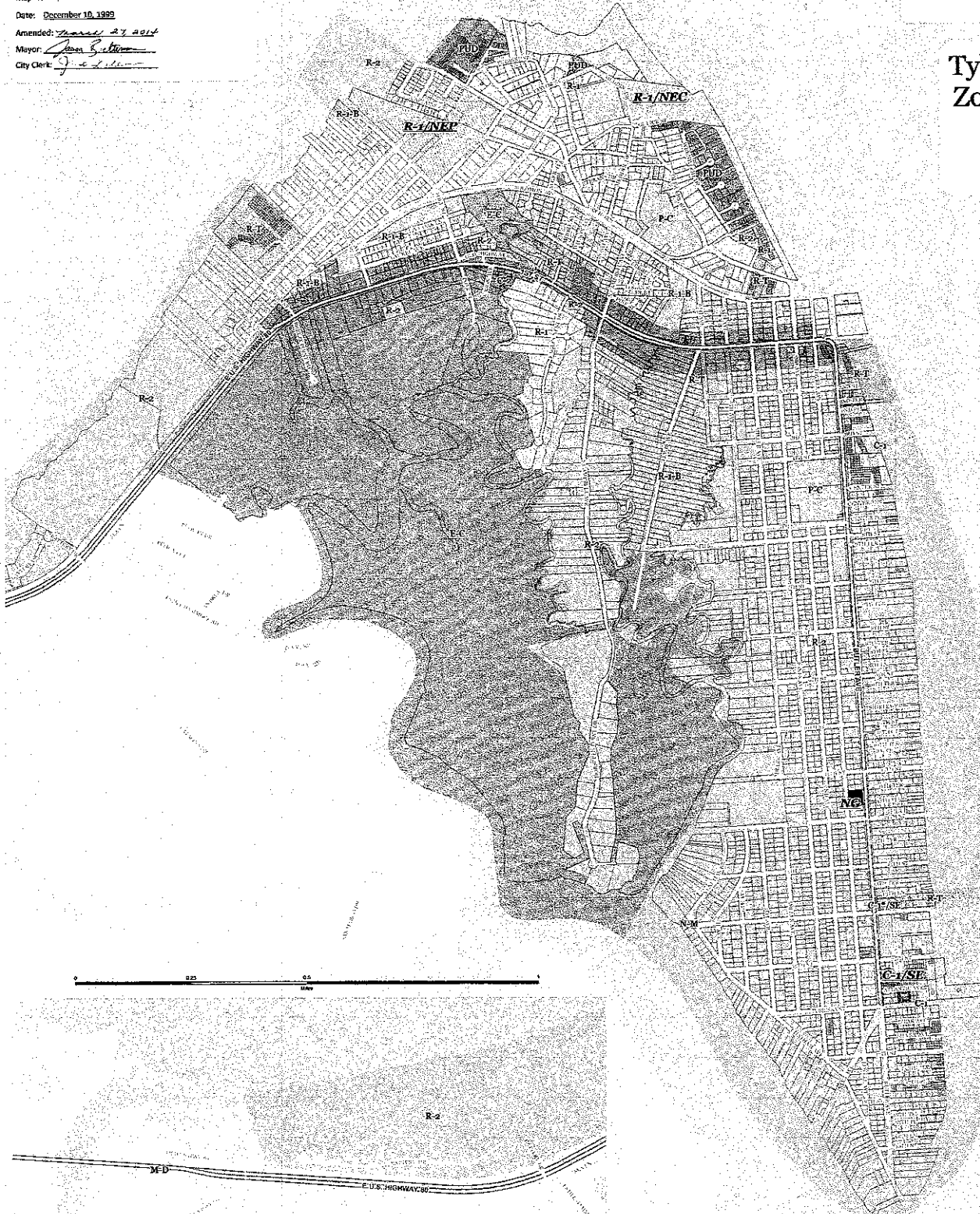
Amended: March 27, 2014

Mayor: *John S. Brown*

City Clerk: *J. J. Williams*

This map is a product of the Coastal Regional Commission's Geographical Information Systems (CRGIS). The CRGIS expressly disclaims liability that may result from the use of these maps.
Contact: City of Tybee Island Phone: 912-786-4573

Tybee Island Zoning Map



- | | | | | |
|----------------------------|-------------------------------|--------------------------------|---|------------------------|
| C-1/SE, Conditional Zoning | E-C, Environment Conservation | P-C, Public - Conservation | R-1-B, Single Family Residential | NG, Neighborhood Store |
| C-1, Beach Business | M-D, Maritime | PUD, Planned Unit Development | R-2, One and Two Family Residential | R-1/NEC, North |
| C-2, Highway Business | N-M, Neighborhood Marina | R-1, Single Family Residential | R-T, Residential Tourist | R-1/NEP, North |
| | | | C-1/SE, Zoning South End Business Overlay | |