

MAYOR
Shirley Sessions

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



CITY MANAGER
Dr. Shawn Gillen

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes

CITY OF TYBEE ISLAND

AGENDA

REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL

April 27, 2023 at 6:30 PM

Please silence all cell phones during Council Meetings

Opening Ceremonies

- Call to Order
- Invocation
- Pledge of Allegiance

Announcements

Consideration of Items for Consent Agenda

Recognitions and Proclamations

1. Tybee Island Maritime Academy: Baseball and Softball Champions
2. Planning Commission Members
 - David McNaughton
 - Susan Hill
 - Marie Gooding
 - Marti Williams
3. Tiffany Hayes: Recognition of C Watch. Officer Shannon and Cpl. Page

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

4. Minutes, Special Meeting, April 13, 2023
5. Minutes, City Council Meeting, April 13, 2023
6. Attachments to Minutes

Consideration of Boards, Commissions and Committee Appointments

7. Anthony Turpin Planning Commission Application

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

8. Gerald Schantz: Affordable Housing and Taxes
9. Mariah Hay: Disruptive Amplified Outdoor Music and Zoning of Homes on Laurel Avenue

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www.cityoftybee.org



If there is anyone wishing to speak to anything on the agenda, please come forward. Please limit your comments to 3-5 minutes.

Consideration of Approval of Consent Agenda

Consideration of Bids, Contracts, Agreements and Expenditures

- [10.](#) Crowder Gulf Standby Debris Removal Contract, Timely removal and lawful disposal of all eligible storm-generated debris
- [11.](#) Fireworks MOU with Savannah Chamber
- [12.](#) Purchase Backhoe Loader, FY 2023, DPW Capital Outlay Project, \$99,500.00, 350-4210-2500

Consideration of Ordinances, Resolutions

- [13.](#) Resolution, 2023-06, Georgia Cities Week
- [14.](#) First Reading, 2023-09, Section 3-090, Elevator Requirements
- [15.](#) First Reading: 2023-10, Sec 2-010, Change of Setback Definition to Allow for Elevators
- [16.](#) First Reading, 2023-21, Sec 58-179, Fees
- [17.](#) First Reading 2023-22, GMEBS-R: City of Tybee Island Defined Benefit Retirement Plan Amendment Ordinance with Adoption
- [18.](#) Second Reading, 2023-05: Sec 5-050(C) Expanded Notification of Owners or Occupants
- [19.](#) Second Reading: 2023-06: Sec 5-050, Single Family to Multifamily Rezoning
- [20.](#) Second Reading: 2023-07, Sec 5-060 Appeal of Zoning Decision
- [21.](#) Second Reading: 2023-08, Sec 5-060, Required Number of Public Hearings
- [22.](#) Second Reading: 2023-11, Sec 3-TBD, to Restrict STR Permits in the R-1, R-1B and R-2
- [23.](#) Second Reading: 2023-12; Sec 3-TBD, to allow for an Exception to the STR Abandonment Clause in Cases of Certain Calamities

Minutes of Boards and Committees

- [24.](#) TIMSC Minutes, March 20, 2023

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."

File Attachments for Item:

3. Tiffany Hayes: Recognition of C Watch. Officer Shannon and Cpl. Page



AGENDA ITEM

CITY COUNCIL MEETING: April 27

Police Chief Tiffany Hayes will be recognizing C Watch for its saving the life of Robert Z. on the Tybee Island Pier on 01/17/2023. Officer Shannon and Cpl. Page will receive the Life Saving pin, along with certificates for Sgt. Price and SPO Nettles for their heroic act during this incident. Communications Officer Amberly Warner will receive a certificate for her professionalism and help during the incident.

Recognition of Tybee police officers for lifesaving actions

File Attachments for Item:

4. Minutes, Special Meeting, April 13, 2023

Mayor Sessions called the Special City Council Hearing to order at 6:05PM, April 13, 2023. Those in attendance were Brian West, Monty Parks, Barry Brown, Jay Burke and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Michelle Owens, Assistant City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; George Shaw, Planning and Zoning and Jan LeViner, Clerk of Council. Nancy DeVetter was excused.

2023-05 Resolution: To consider the Authorization to Exercise the Power of Eminent Domain on property consisting of 25 Lots on 4.05 acres (3.50 upland) in the area of Solomon and Estill Avenues and Polk Street, in the City of Tybee Island. Mr. Hughes stated this is part of the procedure to institute Eminent Domain as the City wishes to gain property. He summarized the Resolution as part of that procedure required by State Law to initiate Eminent Domain proceedings pursuant to the property. The City has followed procedures as outlined in Georgia Law as scheduling a hearing, signs posted on the property, and publication has been made in our local organ, Savannah Morning News. He continued, Mayor and Council need to consider the Resolution in a public hearing. The next step, consistent of filing a petition to acquire the property by Eminent Domain with a Special Master as ordered by the court or petitions filed to basically rule on the matter. **Barry Brown** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

Public Comment

- **Barry McIntosh** approached. Mr. McIntosh expressed his concerns with the use of the property and costs thereof.
- **Steve Austin** approached. Mr. Austin asked the cost of the property. Mr. Hughes stated this cannot be disclosed at this time as the City is in negotiations.
- **Thompson Marsh** approached. Mr. Marsh shared his environmental concerns
- **Malcolm McDowell** approached. Mr. McDowell shared his environmental concerns.
- **Delina Malinoff** approached. Ms. Malinoff shared her environmental concerns
- **Allie Hayser** approached. Ms. Hayser shared her concerns with protecting the wildlife and wetlands.
- **Eric Fountain** approached. Mr. Fountain shared his concerns with protecting the wildlife.
- **Angela McIntire** approached. Ms. McIntire shared she concerns with protecting the wildlife.

Monty Parks made a motion to adjourn. **Barry Brown** seconded. Vote was unanimous to adjourn, 5-0. Meeting adjourned at 6:25PM.

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

5. Minutes, City Council Meeting, April 13, 2023

Mayor Sessions called the meeting to order at 6:30PM, April 13, 2023. Those in attendance were Brian West, Monty Parks, Barry Brown, Jay Burke and Spec Hosti. Also attending were Dr. Shawn Gillen, City Manager; Michelle Owens, Assistant City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney, George Shaw, Planning and Zoning and Jan LeViner, Clerk of Council. Nancy DeVetter was excused.

Opening Ceremonies

Call to Order

Posting of Colors and Pledge of Allegiance, American Legion Post 154

Invocation: Jan LeViner, Clerk

Mayor Sessions added the following to the Consent Agenda:

- Minutes, March 23, 2023
- Agenda Request: Elisurf's Coffee & Bagel Bar dba The Surfing Goat: Add liquor by the drink to existing alcohol license: Beer/Wine/Sunday Sales License 15B Tybrisa St
- Visit Tybee Info Hut Agreement
- Approve contract proposal for Audit Services. Management recommends Clifton Larson Allen LLP to perform FY23 Audit of City Financial Statements
- Sgt Sims, out of state travel to complete his Drug Recognition Expert certification. He will need to travel to Jacksonville, FL on April 10 and return on April 16. Hotels expenses for travel are covered for this trip through the certification program. Sgt. Sims will need to travel in his TIPD patrol car requiring gas and per diem for meals. He was originally scheduled to attend this class in November 2023, but a spot opened this month.

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

Pat Leiby and **Julia Pearce** approached Mayor and Council to speak to Tybee MLK's Pilgrimage to Ghana connecting the Door of No Return to Tybee's Lazaretto. Ms. Pearce stated she is traveling to Ghana to join Tybee Lazaretto with Ghana Door of NO Return for educational, historical and recreational purposes. Mayor Sessions thanked Ms. Leiby and Ms. Pearce for all their work.

Spec Hosti made a motion to approve the consent agenda. **Brian West** seconded. Vote was unanimous to approve, 5-0.

Public Hearings

Special Review, Sec 3-100, Beach, dune or vegetation disturbance/crossover maintenance and construction. Jason Bell petitioner. Applicant is requesting special review of proposed retaining wall at landward toe of dune. George Shaw approached Mayor and Council. Mr. Shaw stated Mr. Bono owns the property and the dunes are moving toward his residence. Mr. Bono is asking to put a retaining wall at the landward toe of the dune. He will not be moving the dune only putting it there to avoid further encroachment under his house. Staff recommended approval and Planning Commission unanimously voted to recommend approval this request. Mr. Hosti asked if DNR has approved this request. Mr. Shaw responded after he receives approval from the City he will go before DNR. **Monty Parks** made a motion to approve. **Barry Brown** seconded. Vote unanimous to approve, 5-0.

Applicant requests permission to have a second temporary dwelling on the property until home is elevated. Applicant is part of second batch of the HMGP grant

George Shaw approached Mayor and Council. Mr. Shaw stated the petitioner's residence was severely flooded during Hurricane Irma and she is requesting she be allowed to have a second home, mobile home, put on the lot as she is waiting to have her home elevated and repaired. Once the residence is raised and livable she would move out of the mobile home and back into her residence. He continued, this is a very large lot and on septic which will carry the mobile home. Staff recommends, if approved, there is a sunset on the second dwelling, as it is not allowed by right. Planning Commission recommended approval, 4-3. Mayor pro tem Brown asked if the mobile home would be attached to the ground. Mr. Shaw responded, if a mobile home were brought in, it would have to meet all the requirements, be elevated (3-4 feet) and tied down. Mayor pro tem Brown recommended the petitioner bring in a recreational vehicle as an option. He also shared his concerns regarding the safety for the neighbors if a storm was to hit the Island. Mr. Shaw confirmed the mobile home would have to be anchored to meet all City requirements. Ms. Pye approached Mayor and Council. Mr. Hosti asked Ms. Pye if her residence is livable. Ms. Pye responded no, as there are rats and mice in the residence. Mr. Hosti then asked the petitioner if she would consider something smaller. Ms. Pye stated she did not feel that is an option as she needs space for her possessions. Mr. Parks stated he spoke to the Grant Managers recently and the grants have expired until they receive authorization, as no money is available or being offered. Mr. Shaw responded, there are no funds currently flowing to the Batch "A" and Batch "B" has not been awarded as of yet. Ms. Pye is in Batch "B" and is qualified for the Grant. Mr. Parks stated this is not a time sensitive issue, as the money has not been dispersed. Dr. West asked Mr. Shaw to explain the Planning Commission's vote. Mr. Shaw stated those that voted in the affirmative were sympathetic to Ms. Pye's situation and those who were opposed had concerns with the time the mobile home would be in place and if the Grant will be re-awarded. Dr. West asked Mr. Shaw the timeframe for completion of the elevation of the residence. Mr. Shaw stated there are many variables due to the owner, availability of supplies and the actual awarding of the Grant. He feels it would be twelve months to eighteen months. Mr. Parks stated he is sympathetic to the petitioner but has concerns with putting a permanent structure on the property. He recommended the petitioner come back when there is more information on the Grant. Mr. Hughes stated as this is a public hearing, comments needed to be heard from the citizens. Mayor pro tem Brown expressed his concerns with the possibility that funds will not be available. Mr. Shaw reminded everyone that this is a reimbursement grant and the applicant must provide funds for any work that is being done. Once work is completed, she will be reimbursed.

Sherri Simmons approached Mayor and Council to speak in favor of the petitioner. She asked Mayor and Council to please approve (attached). Mayor Sessions thanked Ms. Simmons for her comments and concerns. **Jodee Sadowsky** approached Mayor and Council. Mr. Sadowsky asked Mayor and Council find a timely and equitable solution to Ms. Pye's dilemma (attached). Mayor Sessions thanked Mr. Sadowsky for his comments and concerns. **Roger Huff** approached Mayor and Council. Mr. Huff asked Mayor and Council to consider the emotional drain that Ms. Pye is experiencing. Mayor Sessions thanked Mr. Huff for his comments. **Dee Matkowski** approached Mayor and Council. Ms. Matkowski shared her concerns that if a mobile home was approved it could flood as did the residence. She recommended an RV instead of a mobile home. Mayor Sessions thanked Ms. Matkowski for her comments. **Brian West** made a motion to approve the request and allow for 30 months beginning on the day of her choice. **Spec Hosti** seconded. Voting in favor were Brian West and Spec Hosti. Those voting against were Monty Parks, Barry Brown, and Jay Burke. Motion failed 2-3. **Barry Brown** made a motion to table until the City received more information, facts and details, as to the future of the Grant. **Monty Parks** seconded. Voting in favor were Monty Parks, Barry Brown and Jay Burke. Voting against were Spec Hosti and Brian West. Motion approved 3-2.

First Reading, 2023-05, Sec 5-050 (C): Expanded Notification to Owners or Occupants. **George Shaw** approached Mayor and Council. Mr. Shaw stated the proposed ordinance would expand the notification for mailing to a 200 ft radius from the property. Planning

Commission voted to approve unanimously. Mr. Parks thanked Mr. Shaw and Staff for their work on the proposed ordinance. **Roger Huff** approached Mayor and Council. Mr. Huff stated he feels this is a step forward. **Monty Parks** made a motion to approve. **Brian West** seconded. Vote was unanimous to approve, 5-0.

First Reading 2023-06: Sec 5-050, Single Family to Multifamily Rezoning. Mr. Hughes approached Mayor and Council. Mr. Hughes stated this is a change that is required under changes to the Zoning Procedure Law at the State level. This deals with specific provisions where someone other than the owner petitions or proceeds with an effort to rezone single family areas or districts to permit multi-family housing. This does not apply if the owner initiates the application. This would now requires significant change in procedures including additional public hearings before the meetings where the matter is taken up and three (3) public hearings effectively which one would have to be between 5:00PM and 8:00PM. There are also very specific procedures that must be followed. Mr. Hughes then explained the procedures, which are very strict. He continued, the ordinance is to incorporate the State law and would require additional public hearing in the event if it were triggered. This must be in place by June 1, 2023. **Roger Huff** approached Mayor and Council. Mr. Huff stated he would like to have layman's language for the proposed ordinance. He expressed his concerns with the language and asked Mayor and Council to slow the process down. Mr. Parks confirmed the proposed ordinance was heard by the Planning Commission, published in their packet and posted to the website. Mr. Shaw confirmed. **Monty Parks** made a motion to approve. **Spec Hosti** seconded. Vote was unanimous to approve, 5-0.

First Reading 2023-07: Sec 5-060 Appeal of Zoning Decision. Mr. Hughes approached Mayor and Council. Mr. Hughes stated this is similar to the previous ordinance as it is mandated by State law. This provides a method of appealing zoning decisions and provides the Mayor serve as the designated official to be served and approve appeal notice(s) that must be filed in 30 days of the decision on a zoning decision which is defined in the Code section, State Code section. Mr. Hughes then gave his interruption of the proposed ordinance. This is favorable to the property owners and those who wish to appeal decisions of Council. Mr. Parks stated the intent of the proposed ordinance is the Mayor becomes the point of service for notices of dispute on zoning decisions. Mr. Hughes confirmed. **Brian West** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

First Reading 2023-08 Sec 5-060 Required Number of Public Hearings. Mr. Hughes approached Mayor and Council. Mr. Hughes stated the proposed ordinance clarifies the number of public hearings should someone submit an rezoning application. The only change is adding language, "unless otherwise required by law only one official public hearing is required". **Monty Parks** made a motion to approve. **Spec Hosti** seconded. Vote was unanimous to approve, 5-0.

First Reading 2023-09 Sec 3-090 To allow an Elevator to Encroach into the Side or Rear Setback. George Shaw approached Mayor and Council. Mr. Shaw stated there have been a number of elevator requests recently for existing homes and there is not always a good place an elevator in the existing footprint. The proposed ordinance would give an allowance for Staff to approve an elevator in a setback for an existing elevated structure and alleviate a variance. Mayor pro tem Brown asked what is the maximum footage to go into the rear setback. Mr. Shaw responded this is not included but is a good idea to add to the proposed ordinance. Mr. Hughes stated the wording of the ordinance, to accommodate an elevator into the side or rear setback to the extent necessary to accommodate the elevator in the appropriate shaft for approval of the building official. There was a brief discussion regarding the size of the elevator. Mr. Parks asked Mr. Shaw if he was comfortable with the proposed ordinance. Mr. Shaw

confirmed and added if a resident applied for a large elevator, he would need guidance. Most applications are for 4x4 or 5x5 cubes not including the shell. Mr. Hughes stated the possible language would be: "no further intruding into the set-back than 5'ft and no wider and 6 ft". **Cody Gay** approached Mayor and Council. Mr. Gay confirmed the proposed ordinance is only relative in a setback. Mr. Hughes confirmed. **Spec Hosti** made a motion to table and come back with further information and clarification. **Monty Parks** seconded. **Discussion: Mr. Hughes** recommended Mayor and Council hold off on first reading until it come back before them with the appropriate language. Vote was unanimous to approve, 5-0.

First Reading 2023-10 Sec 2-010 Change of Setback Definition to Allow for Elevators. **George Shaw** approached Mayor and Council. Mr. Shaw stated in the definition of "setback", there is only one elevator allowed in the setback and clarifies allowable eaves in the setback. This proposed ordinance makes it clear there is only 24" allowed in the setback. **Brian West** made a motion to approve. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

First Reading 2023-11 Sec 3-TBD, to Restrict STR Permits in the R-1, R-1B and R2. Revised to 2023-11. Jay Burke recused. **George Shaw** approached Mayor and Council. Mr. Shaw stated the proposed ordinance is adding an effective date to the Ordinance, which was approved in October 2022. The effective date would be May 1, 2023 for Sec 3 and Sec 4. Mr. Hughes confirmed. **Tony Ploughe** approached Mayor and Council. Mr. Ploughe thanked Mayor and Council for providing the effective date as it brings clarity. **Cody Gay** approached Mayor and Council. Mr. Gay stated he objects to the policy. The 90-day requirement is really reinforcing a pattern of over-saturation. He continued, there are many instances where a STR owner would not have 90 days proof of a rental. **Roger Huff** approached Mayor and Council. Mr. Huff stated he is against this restriction and agrees with Mr. Gay, as there is a great deal of grey area. **Monty Parks** made a motion to approve. **Barry Brown** seconded. Voting against were Brian West and Spec Hosti. **Shirley Sessions** voted in the affirmative. Vote was 3-2 to approve.

First Reading 2023-12 Sec 3-TBD to allow for an Exception to the STR Abandonment Clause in Cases of Certain Calamities. **George Shaw** approached Mayor and Council. Mr. Shaw stated this is an amendment to the previous ordinance defining instances where the 90-days was not applicable. These instances would include but not limited to property damage by fire, hurricanes, storms, pandemic, and sickness. If your home or the City is impaired for not less than 45 days, there is an exemption. Mr. Hosti asked Mr. Hughes who would make the determination if a person would receive the exemption. Mr. Hughes responded, it would come before Mayor and Council to determine whether or not there is justification. This is why it is limited to circumstances of calamities. It is the intent of the proposed ordinance to have a variance process to determine if the property qualifies. Mr. Hughes continued, if there were an Emergency Declaration, one order would apply to all properties. **Cody Gay** approached Mayor and Council. Mr. Gay expressed his concerns and asked there be a specific set of definitions of what includes a calamity, he could present two which would create a situation where you would not met the 90-day rule. This would include breaks in sewage lines. Another instance would be insect/termite infestation where the framing of the house would have to be rebuilt. This does not give owners an opportunity to meet the 90-day rule. Mr. Gay asked Mayor and Council to define language outlining other possibilities or leave an open box that other instances would be included. Mr. Hughes stated it is difficult to outline instances in ordinance form where objective standards must be set in order for relief to be granted or denied. **Roger Huff** approached Mayor and Council. Mr. Huff agrees with Mr. Gay as to defining calamities. **Monty Parks** made a motion to approve. **Spec Hosti** seconded. Vote was unanimous to approve, 4-0.

Appendices - Staff Reports and Planning Commission votes for Public Hearings. Not action needed or taken.

Jay Burke returned

Consideration of Ordinances and Resolutions

Second Reading, 2023-20, Sec 46-34, Discrimination and Harassment Prevention.

Monty Parks made a motion to approve. **Brian West** seconded. Vote was unanimous to approve, 5-0.

Monty Parks made a motion to adjourn to executive session to discuss litigation, and real estate. **Brian West** seconded. Vote was unanimous to approve, 5-0.

Monty Parks made a motion to return to regular session. **Spec Hosti** seconded. Vote was unanimous to approve, 5-0.

Spec Hosti made a motion to adjourn. **Monty Parks** seconded. Vote was unanimous to approve, 5-0.

Meeting adjourned at 9:05PM

Janet LeViner, MMC
Clerk of Council

File Attachments for Item:

6. Attachments to Minutes

There is an old saying that ^{Lyons} "it's okay as long as it's not in my backyard." People create with progress and change as long as it's doesn't affect their backyard. ^{→ well this is my backyard.} Let me be clear that I understand that the "needs of many outweigh the needs of a few".

I understand ~~and support~~ this but in this hearing this ~~not only affects my backyard but it also affects~~

but

if we are talking about utilizing the space to increase the ^{green} space at Ijpe, ^{I agree with that but} this ^{not only} affects ~~my backyard~~ my backyard, but it affects ^{also} ~~the~~ the small amount of green space left in Ijpe, the marsh, the citizens that inhabit this tract of land, and the taxpayers. The city of Ijpe has had ample opportunity to purchase this tract of land and up until this point, they have had no interest. ~~If you want it, you should~~

~~that tract of land is wrong~~ and now that we are down to the wire with ~~the~~ ^{the city} buildable land in Ijpe, ^{like any other} ~~the city~~ would want it. And, you don't want to purchase it ~~for~~ ^{for} consumers, ^{but} ~~you~~ would use ~~your~~ ^{governmental} powers to take it. And that is wrong - ^{but with your rights} ~~for~~ ^{definite} You have no true plan for this parcel and you speculate the use of this property. This is my backyard and my island and ~~I don't believe~~ ⁱⁿ the ~~that~~ that has hardly any green space left and I do not support using the last of our green space ⁱⁿ or Ijpe to expand your ~~unilateral~~ ^{unilateral} agenda. I support the needs of many but I wish that you also consider that it's ^{my} ~~my~~

Preface:

We sincerely hope and pray our neighbor, Karen Pye finds a timely and equitable solution to her dilemma. My wife and I are disconcerted at the hurdles and red tape she faces. The process of re-inhabiting a dwelling after an emergency should be streamlined and simplified...and soon.

We received a public hearing notice on 3/27/23 for 1218 Hwy 80. The request is for a temporary second dwelling. That same day we emailed each of you asking what we felt were relevant questions and concerns. We have yet to hear back from anyone.

Is the house already approved to be elevated?

If so, what are the start and ending dates?

How big will the temporary dwelling be?

Where will it be placed?

After getting a copy of the application we discovered we are not listed as an adjacent property owner. It was left blank. Had we been listed we could have been notified and attended the planning commission meeting scheduled for this and shared solutions and concerns...We now have more questions after seeing the application.

The hand drawn sketch is vague and inadequate as to the placement of proposed temporary housing. We've also noted that proposed temporary housing has a larger footprint than the original dwelling.

Will there be a survey ^{IF} ~~before~~ it is approved to make sure all applicable setbacks are observed?

Will the temporary housing be required to be elevated?

As far as we have been able to find out, and correct us if we are wrong, the first list of applications for approval to be raised has yet to be completed and the 1218 property owner is on the second list. This could be years out before this property is even approved, if ever, let alone

construction beginning. As Shawn Gillem said in a WJCL interview in 2018 – 5 years ago that 138 properties applied to be considered, but so far only 20 homes on Tybee will be evaluated to see if they can be elevated. Why the added anguish and expense? Who made these rules?

He also stated if approved, it can take years for construction to begin. And in a more recent interview on 6/9/22 with WTOC, Mr Gillem stated that only 22 of the 49 homes that qualify have been given the green light. He added “some of them will probably drop out once they determine what the cost is actually going to be. ~~I hope none of you fall prey to this medieval process.~~

What assurance does the city have that the property owner will not drop out of the program eventually? Will the temporary housing be able to stay for years on end? The only stipulation we can see placed by the planning commission is that it has to be removed 90 days after completion.

A concern for all Tybee property owners should be.... if this is approved, does it set a precedent for approval of temporary housing elsewhere on the island?

We are simply concerned and are hoping for some answers before this is approved or denied.

Perhaps there are other solutions, for example an apartment built over the property owner’s garage until the house can be completed. It would be well within city regulations and could be used as rental income as it is in a C-1 zone.

We ask for workable solutions, reasonable, timely and with undue financial burdens.

Thank you for your time and consideration in this matter.

Sherrí Simmons

1311 6th ave, Tybee

Thank you.

I have known Elizabeth
Iye for decades. We've
both lived on Tybee
and were educators in
Chatham County.

Please allow her to have
a temporary dwelling
while her house is
being elevated. She
isn't asking for
special treatment if
she can increase her
financial status. She's
asking for permission
to live on her own
property while her
home is being ele-
vated.

One of the houses on
Lewis had a contractor
living in an RV while
he supervised the elev

ation and renovation
of a home,
I'm glad he had per-
mission to do that
and I hope
Beth gets the ^{eliza} same
consideration.

Temporary bathroom and temp City Hall
Those of us who have
attended all of the
FEMA grant
meetings have heard
George + Shawn
reassure us that
the City would do
anything in its
power to help the
FEMA grant
recipients. Thank you.

File Attachments for Item:

7. Anthony Turpin Planning Commission Application



CITY OF TYBEE ISLAND
P.O. Box 2749 · 403 Butler Ave.
Tybee Island, GA 31328
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www.cityoftybee.org

PLANNING COMMISSION MEMBER APPLICATION PACKET

Thank you for your interest in serving on the Planning Commission of the City of Tybee Island.

The Planning Commission makes formal recommendations to the Mayor and the City Council on Land Development Code petitions and issues. The Planning Commission is a citizen board appointed by the Mayor and the City Council. It is composed of six voting members and a chairperson who votes only in the event of a tie. Terms are staggered and are for two years, beginning on February 1. Members must be residents within the city limits of Tybee Island. Planning Commission members are not compensated by the City for their service.

The Planning Commission meets at City Hall once a month at 6:30 p.m. The dates of meetings for the current calendar year are posted at the City's website at www.cityoftybee.org.

Attached is Article 11 of the Land Development Code and the Planning Commission Rules of Procedure which will provide information about the Planning Commission. It may also be useful to review the minutes of past Planning Commission meetings which are posted at the City's website.

To apply for a Planning Commission opening, you must complete the attached form and submit it with your resume to the Clerk of Council before the deadline date.

20211206/jrl



CITY OF TYBEE ISLAND
P.O. Box 2749 · 403 Butler Ave.
Tybee Island, GA 31328
Phone (912) 786-4573 · Fax (912) 786-5737

PLANNING COMMISSION MEMBER APPLICATION QUESTIONS

(applications will not be processed without completion of these questions)

1. Why do you want to be a member of the Tybee Island Planning Commission?

As a resident- and this being a volunteer position- I feel I can use my professional experience as an Architect/General Contractor to compliment the current Commission. Personally, I want to ensure the TIPC continues to make informed and fair decisions in the interest of smart and sustainable growth for the City.

2. What do you believe to be the most important aspect of the role that a Planning Commissioner plays for the community and the City?

Uphold the current regulations in place to protect property values, but be willing to adapt, and affect positive change for all City residents.

3. Explain your understanding of the City of Tybee Island's Land Development Code.

They have been made for the purpose of promoting the public health, safety, morals, general welfare, convenience and prosperity of the citizens of the city. The regulations and arrangements of districts have been designed to lessen congestion in the streets, to secure safety from fire, to provide adequate light and air, to prevent the overcrowding of land, to avoid undue concentration of population, to facilitate the adequate provision of water, sewer, schools, parks and other public requirements and to encourage the most appropriate use of land throughout the city.

4. Briefly explain a land use decision that interested you. Share your observations about the process and the decision.

The Proposal (3/20/23 Packet): To Amend the LDC to allow someone who purchased property during or before the moratorium to obtain an STR permit if they can prove this was the intent.

I found this proposal to be inherently subjective in nature due to the fact that parameters around the word "intent" can be wide-ranging in nature and opens the door for them to prepare, in advance, an argument for intent, whether it was true or false. I like the Staff finding of 'denial based upon the fact that the owner should have known, through due diligence during the purchase process, that there was no guarantee of an STR permit'. The decision stuck to the Code in place and removed any subjective analysis needed.

5. Where do you see the City of Tybee Island in ten (10) years?

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- A year-round community where the residents can also leave the island on Summer weekends, knowing they will not wait in 2-hour traffic on Hwy 80 to return.
- A year-round community that would support a doctor's office and drugstore.
- Where considerate and eco-friendly tourists are the rule and not the exception.
- If not planned proactively, the delicate balance of resident vs. tourist will tilt to one side. I don't think anyone wants the Island to continue to be overcrowded with traffic due to the inability to, both, provide adequate parking for the public, and trim our spending of PR/tourism dollars in getting our name on many "best of" lists.
- Where the residents can sleep with windows open and not hear loud engines revving at 2 am in the morning.
- No Gas motorized (and less of, in general) golf carts.
- Better (or new) walking sidewalks for busy areas.

6. In your own words, please give your personal opinion as to the meaning of "conflict of interest."

I feel any City services volunteer should be expected to act in the best interest of the City of Tybee/TICP in an objective and impartial manner and should not be controlled or restricted in carrying out their duties by any outside interests or connections (professional, business, volunteer, personal or other).

An actual conflict of interest occurs when outside interests or connections (professional, business, volunteer, personal or other) influence one's ability to act with integrity, objectivity and independence in relation to his/her TIPC duties.

An apparent conflict of interest occurs when such factors may be perceived to or appear to influence one's ability to act with integrity, objectivity and independence in relation to one's TIPC duties.

A potential conflict of interest arises when one is aware that such factors, if acted upon, may influence the member's ability to act with integrity, objectivity and independence.

7. What would consider to be the biggest accomplishment that the Planning Commission has made over the last five (5) years?

The continued diligence of upholding the Land Development Code and specifically addressing the STVR challenge head-on.

8. If you could change one thing about the Planning Commission, what would that be? Please explain the benefits that would come about as a result of the proposed change.

It's minor, but having accessed hundreds of municipal websites during my career, I personally feel that this issue would convey an increased professional face to our important work: Have the Agenda and Meeting Minutes more accessible before a PC meeting, and continue to have the PC meetings played live for those residents unable to attend. I may be missing something, but I only see the minutes when they are being approved in the following meetings' 'Agenda Packet' when uploaded online. The last recorded PC meeting (listed on the City website archive was 12/20/21. Is this correct?).

Also, when recording occurs and there is any discussion of images presented (plats, site plans, renderings, etc.) they should be shown to the remote viewing public (Effingham County's Planning meetings on YouTube are a good example of how the presentation best informs those viewing remotely).

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Benefits:

With the increased accessibility and transparency, it would hopefully help to create an overall better-informed community, and thus, reduce the time wasted at City Council meetings when uninformed residents show up to complain that they are 'hearing it for the first time'. There would be no excuse.....in a perfect world.

If I may be so bold to mention a possible 2nd change to consider- as it has to do with the PC's Rules of Procedure attached below to this Application. Item 13 states:

13. CONFLICT OF INTEREST – If a member of the Planning Commission has a direct financial interest in the property, owner, member of immediate family of petitioner, or a 10% interest in a business or corporation requesting a change in zoning for a property, or.....

Should it not state "...or a minimum of 10% interest...". The way it is currently written, if I had 10.5% interest or above I would not, legally, need to recuse myself.

Thank you.

Signature: 

Today's Date: April 12, 2023

Printed Name: Anthony J. Turpin

Address:

28 Naylor Ave / PO Box 1544

Tybee Island, GA 31328

Telephone:

(912) 777-1062 (w) / (770) 364-9156 (c)

Email:

anthonyjturpin@gmail.com

LAND DEVELOPMENT CODE

ARTICLE 11. PLANNING COMMISSION

Sec. 11-010. Creation and purposes.

There is created a planning commission for the purpose of promoting the health, safety, morals, convenience, order, prosperity and general welfare, and to provide for the orderly development of the city.

Sec. 11-020. Name.

The name of the planning commission shall be "The Tybee Island Municipal Planning Commission" herein referred to as the "planning commission".

Sec. 11-030. Membership.

The planning commission shall consist of seven (7) members who shall be residents within the city limits of Tybee Island, appointed by the governing body, with a chair voting only in the event of a tie.

Sec. 11-040. Terms of office.

Members of the planning commission shall be appointed by the mayor and council for two year staggered terms of office.

Sec. 11-050. Filling vacancies.

A vacancy in the membership of the planning commission shall be filled in the same manner as an original appointment.

Sec. 11-060. Removal of members.

The mayor and council may remove any member of the planning commission for cause after written notice at any regularly scheduled city council meeting. A recommendation for removal from office can be requested by a concurrence of four members of planning commission and the chair of the planning commission for violation of the attendance requirements as set forth in the rules of procedure as adopted by the Tybee Island Planning Commission.

Sec. 11-070. Compensation.

Compensation, if any, to any member of the planning commission shall be determined by the mayor and council.

Sec. 11-080. Chair and vice-chair.

The planning commission shall elect one of its appointed members to serve as chair, and another as vice-chair. They shall serve for a period of one year, or until successors are elected.

Sec. 11-090. Secretary.

The secretary to the planning commission shall be the zoning administrator. In his or her absence, the planning commission may appoint an employee of the city or a member of the planning commission.

Sec. 11-100. Meetings.

(A) The planning commission shall meet in a regular session each month no later than sixteen days prior to the first scheduled city council meeting of the following month at city hall at 7:00 p.m. Special meetings may be held as deemed necessary by the chair or a majority of the members or at the request of the mayor or council with 48 hours notice to said members.

(B) The planning commission shall conduct its business under rules approved by the mayor and council. It shall keep a record of its proceedings which shall be a public record.

Sec. 11-110. Duties.

The planning commission shall perform all of the following duties:

(A) Duties and responsibilities assigned by the mayor and council.

(B) Make formal recommendations to the city council on all petitions for variances from the city's technical codes.

(C) Make formal recommendations to the city council on all petitions and the meeting of ordinance requirements for zoning map amendments, subdivisions, and/or amendments to the text of this Land Development Code, specifically including but not limited to special assignments requested by the governing body, the city code enforcement department, city engineers.

(D) Land use planning. The planning commission shall make careful surveys and studies periodically in order to update the city's master plan and Land Development Codes. Consideration shall be given to existing conditions, probable future development, and the promotion of public health, safety, prosperity, economics development, efficiency and the general welfare as evide ; community.

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RULES OF PROCEDURE PLANNING COMMISSION

1. **GENERAL** – The City of Tybee Island Planning Commission shall be governed by terms of the Georgia General Planning and Enabling Act of 1957, as amended, and other special state laws, related to city planning.
2. **MEMBERS, OFFICERS AND DUTIES OF SAME** – The Planning Commission shall consist of seven (7) members appointed by the Mayor and Council of the City of Tybee Island. Appointments shall be made at the first scheduled City Council meeting in January. The terms of office for members of the Planning Commission shall be two (2) year staggered terms.
 - A. **CHAIR** – The term of office shall be for a period of one (1) year with the election taking place at the first meeting after the appointments are made by Mayor and Council. The Chair will be allowed to vote only in the event of a tie vote. The Chair shall decide all points of order and procedure using Robert’s Rules of Order. The Chair may appoint one or more members to investigate and report on matters which shall come before the Planning Commission.
 - B. **VICE-CHAIR** – A Vice-Chair shall be elected from the members of the Planning Commission. The term of office shall be for one (1) year, with election taking place at the first meeting after the appointments are made by Mayor and Council. The Vice-Chair shall act as Chair in the absence of the Chair.
 - C. **SECRETARY** – The Secretary to the Planning Commission shall be the Zoning Administrator or his/her designee.
3. **REGULAR MEETINGS OF THE PLANNING COMMISSION** – Regular meetings of the Planning Commission shall be held no later than sixteen (16) days prior to the regularly scheduled City Council meeting on Monday evenings at 6:30 p.m. at City Hall. Planning Commission packets, prepared by the Zoning Administrator, will be available for pickup by the members of the Planning Commission on the Friday one week preceding the Planning Commission meeting. Any packets not picked up will be distributed at the Planning Commission meeting.

SPECIAL MEETINGS – Special meetings of the Planning Commission may be called at any time deemed necessary by the Chair, or a majority of the members, or at the request of Mayor and Council, provided however, that 48 hours notice of time and location of such meeting shall be given to each member. The 48 hour notice requirement may be waived by an action of not less than four (4) members of the Planning Commission. Said notice of the special meeting shall be posted at City Hall, stating the place, time and purpose of the special meeting and no other business may be conducted other than that which is posted.
4. **REQUESTS FOR ZONING ACTIONS** – It shall be the responsibility of the applicant to complete and submit an application form and required documentation to the Zoning Administrator in writing by the first day of the month prior to the next Planning Commission meeting. Failure of the applicant to supply complete documentation and meet the requirements of the ordinances will result in the application being rejected and not considered. Applicant will initial on the application form each requirement as stated. If the first day of the month falls on a Saturday, Sunday or holiday, the cutoff date shall be the first working day after. It shall be the responsibility of the petitioner to supply sufficient information to the Planning Commission and supporting documentation for the Commission to make a fair and reasonable decision. The petitioner has the right to present further documentation at the Planning Commission meeting to substantiate his request.
5. **COPIES OF PLATS AND/OR DRAWINGS** – If the plats or drawings are larger in size than 11 inches, the applicant will supply a minimum of thirteen (13) copies.

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6. PUBLIC HEARINGS – All requests for action by the Tybee Island Planning Commission are governed by the Zoning Procedures Act. The request for zoning action shall be advertised in the Savannah Morning News at least 15 days but not more than 45 days prior to the Public Hearing before Mayor and Council. A sign shall be posted on the property stating the action requested, current zoning if a zoning change is requested, and date, time and place of all hearings. Adjacent property owners shall be notified when possible. Failure to receive notice shall not affect the validity of any zoning action. This procedure is a supplement to the legally required notification process.
7. ORDER OF BUSINESS – All meetings shall be open to the public and governed by the Sunshine Laws of the State of Georgia. Robert’s Rules of Order shall govern the meetings. The order of business for regular meetings of the Tybee Island Planning Commission shall be:
 - A. Call to Order
 - B. Roll Call
 - C. Approval of Minutes
 - D. Disclosures
 - E. Visitors
 - F. Old Business
 - G. New Business
 - H. Announcements
 - I. Adjournment

The proposed zoning action will be read by the Chair. A written report will be submitted by the Zoning Administrator outlining the petition, variance requested and compliance. The Zoning Administrator shall present the petition and answer any questions asked by the Planning Commission. Members of the Planning Commission may question the petitioner following the presentation by the Zoning Administrator. The committee shall be empowered to request of the applicants for action by the Commission any additional information that they may need for their reports. The Chair will then ask for public input. The petitioner shall be allowed up to ten (10) minutes to address the zoning decision under consideration. This time limit can be waived by a two-thirds vote of the members present prior to or at the time of the introduction of the proposed zoning action. Each speaker shall speak only to the merits of the proposed action under consideration and shall only address members of the Planning Commission. Each speaker and/or member of the Planning Commission shall refrain from personal attacks on any other speaker, member of the Planning Commission, staff, or petitioner. Each speaker shall further refrain from any discussion of facts or opinions not relevant to the proposed zoning action under consideration. The Chair may limit or refuse a speaker the right to continue if the speaker, after first being cautioned, continues to violate this section.

8. PERTINENCE – Any item before the Planning Commission relevant to matters of zoning, variances, appeals, petitions, subdivisions, Master Plan implementations, and code changes shall not be voted upon without first considering the pertinence of the matter with reference to the zoning map, Master Plan, Code of Ordinances, and appropriate documents and plans. Commission members and all petitioners and other speakers shall remain germane to the matter on hand, shall not engage in personalities or invectives, and shall not repeat unless so requested.
9. REPORTS TO THE MAYOR AND COUNCIL – The Chair shall file with the Secretary no later than the Thursday following the Tuesday regular meeting a Planning Commission determination sheet for each petition heard during the Planning Commission meeting. These sheets shall be prepared by the Zoning Administrator and shall state the petitioner’s name, address, request, and the recommendation of the Planning Commission for approval, denial, table for further information, or no action taken. The findings of fact shall reflect the vote by Planning Commission on each petition. The Zoning Administrator shall attend City Council meetings to answer any questions pertaining to the recommendations submitted. If the Zoning Administrator were unable to present a petition at a City Council meeting, the Chair or his/her designee would present.
10. ATTENDANCE – A member who fails to attend two (2) consecutive regular meetings or four (4) regular meetings of the Planning Commission in a one (1) year period, (February to last regular meeting of January) without prior notice to the Secretary and/or Chair, shall either resign or become subject to a recommendation to Mayor and Council for dismissal from the Planning Commission. The Chair, with the concurrence of three (3)

members, may recommend to Mayor and Council that the vacancy be declared and that the vacant position be filled by appointment.

11. QUORUM – A quorum shall consist of four (4) members. In the event that a quorum is not present at the regular meeting, the members present may set a date and time for a special meeting to hear the petitions on the agenda.
12. VOTING – Voting takes place on each petition. Majority vote decides the motion. If a member recuses from voting, the reason for recusing shall be stated and become a part of the minutes. An abstention shall be counted as an affirmative vote. The Chair shall only vote in the event of a tie vote. Votes shall be recorded and included in the minutes.
13. CONFLICT OF INTEREST – If a member of the Planning Commission has a direct financial interest in the property, owner, member of immediate family of petitioner, or a 10% interest in a business or corporation requesting a change in zoning for a property, or receive any compensation for aiding the petitioner prepare or document the petition, that member shall disclose same at any hearing before the petition is heard; and it shall be deemed a conflict of interest and that member shall excuse himself/herself from all discussion and leave the dais during such discussion.
14. FINANCIAL CAMPAIGN DISCLOSURE REQUIREMENTS – If a petition for rezoning a property is before the Planning Commission, any member who has received campaign contributions or gifts in the previous two (2) years from the petitioner or his attorney in the aggregate amount of \$250.00 or more shall disclose in writing said contributions.
15. ADVISORS – Any planning staff or other advisors to the Planning Commission upon request shall be encouraged to advise all members regarding the technical aspects of matters for consideration before the Commission. Staff shall also be available to the citizens to answer questions concerning items before the Commission. The Chair may request that the Secretary or any ad hoc committees prepare any special reports and publish same for the general public.
16. AMENDMENTS – These Rules of Procedure may be amended at any regular or special meeting of the Planning Commission by a majority of affirmative votes of not less than four (4) members, provided that such amendment(s) shall have been presented to all members in writing at least five (5) days prior to the meeting that the vote is taken.

amended 12/03/2008

ANTHONY J. TURPIN, AIA

28 Naylor Ave. / PO Box 1544 - Tybee Island, GA 31328
anthonyturpin@gmail.com / (770) 364-9156(c)

PROFESSIONAL SUMMARY

I have over 40 years of diverse experience throughout the design and construction industry. I am currently managing the Savannah office for RW Allen Construction LLC. Previously, I was Partner/Principal & Design Studio Director of a 65-person Architectural, Interior & Graphic Design firm, leading all municipal, justice, recreation and worship projects from programming through design and construction closeout for 25 years. My background includes working with city and county government agencies on a variety of technically complex projects. While focusing on business development, programming, concept design, budget control, scheduling, contract negotiation, document coordination, quality control and construction administration, I have completed over 130 projects equating to over \$900 Million in total project cost. I have successfully led many projects in a variety of construction delivery methods including, P3, design-build, design-bid-build and CM@Risk. I present a focused and deliberate approach to every project type and have a history of resolving any design and construction challenges in a positive manner.

EXPERIENCE

RW Allen Construction LLC (RWA) (2019-current) – Coastal Area Manager
Pieper O'Brien Herr Architects (POH) (1995-2019) - Leader of Municipal, Worship and Justice Studios
Precision Planning (PPI) (1993-5) – Project Architect/Manager
Chapman Coyle Chapman (CCC) (1985-7 & 1988-93) – Intern Architect/Designer
Huygens DiMella Shaeffer, Boston, MA (HDS) (1987-8) - Intern Architect/Designer
Jova Daniels Busby (JDB) (1984-5) - Intern Architect/Designer

RW Allen Construction Experience:

- City Hall restoration, Tybee Island, GA (current-2023)
- Volvo Savannah renovation (2022-current)
- Volvo Hilton Head Island renovation (2022-3)
- Savannah High School Athletic Complex (2021-2)
- SSU Physical Plant, Savannah, GA (preconstruction 2022-current)
- Joseph Miller Park Fire Department HQ, Midway, GA (2022-current)
- The Amelia (302 E. Oglethorpe Ave.) Condominium, Savannah, GA (current-2024)
- St. Joseph's/Candler:
 - The Nancy N. and J.C. Lewis Cancer & Research Pavilion, Pembroke, GA (2021-22)
 - Medical Office renovation, Richmond Hill, GA (2022)
 - Medical Office Building renovation, Hinesville, GA (2022)
 - Liberty Regional Infusion Lab renovation, Hinesville, GA (2021)
- Effingham County Gym - Clarence E. Morgan Park, Springfield, GA (2020-21)
- Diversity Health Renovation, Ludowici, GA (2019)
- Glynn County Superior Courthouse Annex expansion cost estimate for SPLOST 2020, Brunswick, GA (2019-20)
- Thrive on Skidaway, Savannah, GA (2019-21)

Overview of Experience (all with POH, unless noted otherwise):

JUSTICE

- Arcade Municipal Court
- Banks County Courthouse (renovation) - Homer, GA
- Crawford County Courthouse (renovation) - Roberta, GA
- Crisp County Courthouse - Cordele, GA
- Cobb County Superior Courthouse - Marietta, GA
- Cobb County Superior Courthouse (Law Library/Grand Jury/Courtrooms) – Marietta, GA
- Cobb County State Court (Security Needs Assessment) – Marietta, GA
- Cobb County Magistrate Offices renovation – Marietta, GA
- Duluth Municipal Court and Police Headquarters
- General Services Administration (GSA) Bankruptcy Court – Greenville, NC
- Gwinnett County Justice & Administration Center expansion - Lawrenceville, GA

- Hall County Courthouse renovation (22,000sf in process) – Gainesville, GA
- Hartwell Municipal Court
- Kennesaw Municipal Court
- McDonough Municipal Court
- Whitfield County Courthouse (renovation) – Dalton, GA
- Towns County Courthouse (programming) – Hiawassee, GA
- Union County Courthouse (programming/concept planning) – Blairsville, GA
- Putnam County Historic Courthouse renovation (*with PPI*) – Eatonton, GA

Forum on Courthouse Security Design 2016 Panel Member - sponsored by The Georgia Council of Superior Court Judges (CSCJ) and Georgia Sheriffs' Association (GSA). Providing input on trends and developments on security design for Georgia courthouses, with the intent to support a required update to the 2012 *Georgia Standards for the Security of Courthouses and Other Court Facilities*.

MUNICIPAL

- Arcade City Hall and Police HQ (renovation/addition)
- Alpharetta City Hall (concept design)
- Banks County Courthouse Annex – Homer, GA
- Brookhaven City Hall (renovation)
- Cobb County Morgue renovation – Marietta, GA
- Cobb County 10 East Park Square Renovation (county offices) – Marietta, GA
- Cobb County Senior Center (bridging documents) – Austell, GA
- Cobb County On-Demand Services (2013-19)
- East Point Government Complex Master Plan
- East Point City Hall (program & conceptual design)
- Gordon County Parking Deck – Calhoun, GA
- Hall County On-Demand Services (2017-19)
- Hall County Government Center HVAC/Elect. Evaluation – Gainesville, GA
- Hartwell City Hall, Police HQ & Jail
- Hiawassee Town Center Master Plan
- Norcross On-Demand Services (2017-19)
- Towns County Senior Center (CDBG concept design) – Hiawassee, GA
- Lilburn City Hall/Police Department (*with PPI*)
- Gordon County Health Department (*with PPI*) – Calhoun, GA
- Greene County Health Department (*with PPI*) – Greensboro, GA
- Barrow County Health Department (*with PPI*) – Winder, GA
- Union County Senior Center – Blairsville, GA
- Union County DFCS (concept design *with a previous firm*) – Blairsville, GA
- Gwinnett County Civic and Cultural Center - PAC (*with a previous firm*) – Duluth, GA

PUBLIC SAFETY

- Alpharetta Police Department (renamed Alpharetta Department of Public Safety)
- Alpharetta Department of Public Safety (Phase 2 - expansion/renovation)
- Alpharetta E911 expansion
- Brookhaven Police Department (renovation)
- Covington Police Department (retrofit 26,000sf – in process)
- Cochran Police Department (programming/concept design/probable cost)
- Cobb County Public Safety Education Facility (@ Safety Village) – Marietta, GA
- Cobb County Police Headquarters (programming/site concepts) – Marietta, GA
- Cobb County Police & Fire Department Training Facility (programming/site concepts) – Marietta, GA
- Cobb County Police HQ (Threat Assessment Study) – Marietta, GA
- Cobb County Narcotics Storage Facility – Marietta, GA
- Fayetteville Fire Station
- Gainesville Fire Station (Schematic Design)
- Roswell Fire Station No. 4
- Roswell-Alpharetta Public Safety Training Center – Roswell, GA
- Snellville Police Department

WORSHIP

- Blackshear Place First Baptist Church (now Christ Place Church) - Oakwood, GA
- Christ Place Church Masterplan - Oakwood, GA
- Christ The Shepherd Lutheran Church (renovation/addition) - Alpharetta, GA
- Epiphany Lutheran Church Expansion & Masterplan – Suwanee, GA
- First Redeemer Church Youth Addition (Middle School)– Cumming, GA
- First Redeemer Church Children’s Addition (Nursery-Elementary concept design) – Cumming, GA
- First Redeemer Church Adult Classroom Addition (concept design) – Cumming, GA
- Free Chapel Sanctuary Expansion and Media Studio – Gainesville, GA
- Mt Bethel UMC Master Plan (renovation & expansion concept – in process) – Marietta, GA
- Oak Hill Baptist Church (Sanctuary & Education Addition)- Griffin, GA
- Ravi Zacharias International Ministries (RZIM) – Alpharetta, GA
- Word of Faith Life Training Center/Wedding Chapel – Austell, GA
- Word of Faith Seeds of Excellence Daycare Center – Austell, GA
- Young Life Multi-Purpose Facility (concept design) – Cumming, GA

RECREATIONAL

- Cumming Dogwood Center Multipurpose Facility (concept design)
- East Point Recreation & Aquatics Facility (conceptual design in progress)
- Gwinnett County Parks (Lions Club, Alexander, Jones-Bridge, Sweetwater, etc.)
- Kennesaw/Smith-Gilbert Gardens Visitors Center (in process)
- Meeks Park Pool House – Blairsville, GA
- North Fulton Centre for the Arts Conceptual Design - Alpharetta, Georgia
- Riverside EpiCenter (gym, bowling, wellness, rock climbing wall)– Austell, GA
- Taylor Farm Park – Hiram, GA
- Towns County Recreation & Conference Center - Young Harris, GA
- Towns County Recreation Center – Hiawassee, GA
- Word of Faith Athletic Fields (Hartman Rd - concept) – Austell, GA

CORRECTIONAL

- Small Jail Prototypes (Article in *Correctional News*)
 - Banks County Law Enforcement Center - Homer, GA
 - Bleckley County Jail - Cochran, GA
 - Madison County Jail – Danielsville, GA
 - Oglethorpe County Jail - Lexington, GA
 - Towns County Jail – Young Harris, GA
 - Union County Jail - Blairsville, GA
- Catoosa County Jail - Ringgold, GA
- Catoosa County Jail Work Release (concept design) – Ringgold, GA
- Catoosa County Jail Dayroom Security Renovations – Ringgold, GA
- Dawson County Jail (programming/concept design) – Dawsonville, GA
- Floyd County Jail (renovation & expansion) - Rome, GA
- Forsyth County Detention Center & Sheriffs’ Offices (conceptual design) – Cumming, GA
- Johnson County Jail – Wrightsville, GA
- Pulaski County Jail & Sheriffs’ Office – Hawkinsville, GA
- Rockdale County Jail – Women’s Release – Conyers, GA
- Tattnall County Jail (prefab cell concept) – Reidsville, GA
- Sumter County Jail – Americus, GA
- Whitfield County Law Enforcement Center - Dalton, GA (Article in *Correctional News*)

EDUCATIONAL

- JJ Daniel Middle School Science Classrooms – Marietta, GA
- Lost Mountain Middle School (*prototype with CCC*) – Kennesaw, GA
- Powder Springs Middle School (*prototype re-use with CCC*)

MICELLANEOUS

- Georgia Power Customer Care Center – McDonough, GA
- Riverside EpiCenter Conference Center - Austell, GA

- Inhibitex Medical Lab Office Building – Alpharetta, Georgia
- Bank of Hiawassee (now State South) Convenience Center Prototypes (concept design)
- Pro Cleaners (concept design) – Alpharetta, GA
- Saturn of Thornton Road – Douglasville, GA
- Putnam County Senior Living Center (Concept Design) – Eatonton, GA
- Chateau Elan Conference Center (*with CCC*) – Braselton, GA
- Naval Submarine Base Housing (*with JDB*) – Kings Bay, GA
- MacIntosh Farms Townhouses (*with HDS*) - Sharon, MA
- ADA Assessments of Polling Stations – Towns County, GA
- ADA Assessment of House Adaptation (injured USPS employee)– General Services Administration

EDUCATION

- Master of Architecture, Georgia Institute of Technology, 1988
- Bachelor of Science, Georgia Institute of Technology, 1983
 - Study-abroad program at the École des Beaux-Arts Paris, France, 1982-3
- Young Harris College, 1978-9

PROFESSIONAL REGISTRATION

- Registered Architect in Georgia (#8227) – Since 1993
- Past Registrations in Iowa (#6397) and Rhode Island (#A-10786) - (both expired)

AFFILIATIONS (including past and current)

- Tybee Island Historic Preservation Commission (2020-21)
- Savannah Area Chamber of Commerce
- Association of General Contractors (AGC)
- American Institute of Architects (AIA) – member since 1994
 - Academy of Architecture for Justice (AIA-AAJ)
- National Council of Architectural Registration Boards (NCARB) – member since 2008
- Georgia Council of Court Administrators (GCCA) - expired
- National Association of Court Management (NACM) - expired
- Georgia Municipal Association (GMA) - expired
- Association of County Commissioners of Georgia (ACCG) -expired
- Georgia Sheriffs' Association (GSA) - expired
- American Correctional Association (ACA) - expired
- United States Green Building Council (USGBC) - expired
- Georgia Recreation & Park Association (GRPA) – expired
- Nichols Creek HOA (architectural review director) - expired

SOFTWARE

- Experience with all these on various hardware platforms (iPad, iPhone, iMac and Windows Laptops): Microsoft Office365 (Outlook, Excel, Word, OneNote, PowerPoint & Remote Desktop), Microsoft Project, Prezi, Bluebeam Revu, Newforma, Deltek Vision, Autodesk (REVIT Review), Evernote, PlanGrid and ProCore management software.

INTERESTS

- Our 4 grandchildren, two daughters, ECO Architecture and Planning, Classic Literature, Literary Theory, Art, Creative writing, Sporting Clays, Golf, Dirt-biking, Hiking, Paddle-boarding, Fly-fishing, Softball, Tennis, Pickleball, and the soccer of the English Premier League.

References available upon request

File Attachments for Item:

9. Mariah Hay: Disruptive Amplified Outdoor Music and Zoning of Homes on Laurel Avenue

MAYOR
Shirley Sessions

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



CITY OF TYBEE ISLAND

CITY MANAGER
Shawn Gillen

City Council Agenda Item Request

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

Council Meeting Date for Request: April 27, 2023

Item: Disruptive Amplified Outdoor Music and Zoning of Homes on Laurel Avenue

Explanation:

Over the past six months, two restaurants, Chamacos and Zunzibar, have opened on Highway 80. These restaurants share property lines with homes on the south side of Laurel Avenue. These restaurants both feature live amplified outdoor music, and Zunzibar also has an outdoor amplified music system which plays recorded music from 11am to 11pm 7 days a week. All amplified music is plainly heard on Laurel Avenue, and can also be heard inside many of the residences (with the windows shut) that are closest to these locations, on both the south, and north sides of the street. Most of the homes on Laurel are permanent residences for year round residents of Tybee, with the exception of a few short term rental homes. This includes multiple families with children, residents who work remotely, retired residents, and elderly residents with health concerns.

The outdoor amplified music creates ongoing disruption to the resident's right to peaceable enjoyment of their properties. It impacts the ability to raise children whose bedtimes are before the bands finish playing and the restaurant closes. It impacts those who work remotely and are on zoom calls which can hear the noise. It negatively impacts day to day residential life and creates extra stress to those managing chronic health conditions. It creates an unfavorable environment for renters who complain about the noise, resulting in lower

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

Item #9.



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ratings and income for short term vacation rentals. And it lowers overall property values on Laurel Avenue.

The residents of Laurel Ave want restaurants to thrive along Highway 80, but do not believe that the noise being generated is required for a restaurant to be successful, and that it should be possible for the restaurants to exist without the negative impact to the residential properties along Laurel Ave.

Currently, the south side of Laurel Avenue is zoned C-2 commercial, and outreach to the City Code Enforcement to remediate this issue has been met with the explanation that because of the current zoning, businesses on Butler only violate code if the noise they are making is greater than 80 decibels as measured in the street on Laurel Avenue, not at the property line that the businesses border.

The residents of Laurel Avenue assert that the south side of Laurel Avenue is incorrectly zoned commercial, as all lots along Laurel Avenue are long standing developed residential properties, and should be protected by the city and city code as such.

Furthermore, the residents of Laurel Ave challenge the permitting of restaurants to regularly act as outdoor live music venues with amplified music. Residents request that all outdoor (not in an enclosed and windowed space) music be restricted to acoustic only.

Paper Work: Attached*
 Audio/Video Presentation**

* **Electronic submissions are requested by not required. Please email to jleviner@cityoftybee.org.**

** **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

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

Submitted by: Mariah Hay

Phone / Email: 717-413-5213, mariahhay@gmail.com

Comments: _____

Date given to Clerk of Council April 14, 2023

File Attachments for Item:

10. Crowder Gulf Standby Debris Removal Contract, Timely removal and lawful disposal of all eligible storm-generated debris

Standby Contract for Disaster Debris Recovery Services

THIS CONTRACT is made this the _____ day of _____, 2023 by and between CrowderGulf, LLC (herein referred to as "Contractor") and the City of Tybee Island a political subdivision of the State of Georgia (herein referred to as "City").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the City plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The City has in the past suffered the full force and effects of major storms and the resulting destruction brought upon City by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, Contractor has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the City and the Contractor have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated debris (herein referred to as "debris") as set forth in the RFP which is attached hereto and incorporated herein*, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets

roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **City**. Contracted services will only be performed when requested and as designated by the **City**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **City** when directed to do so by the **City**. The Contractor shall use reasonable care not to damage any **City** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal (if implemented by the City):

The Contractor will remove ROE debris from private property with due diligence, as directed by the **City**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City** to mark these utilities but the **City** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures (if implemented by the City):

The Contractor will remove structures designated for removal by and at the direction of the **City**. The Contractor agrees to remove in a timely manner all structures as determined by the **City** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **City's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City**, as additional insured, while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:

- ◆ Coverage per City requirements.

2.3.5 Automobile Liability:

- ◆ Coverage per City requirements.

2.3.6 Comprehensive General Liability:

- ◆ Coverage per City requirements.

2.3.7 Insurance Cancellation / Renewal:

The Contractor will notify the City at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the City at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the City's designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds seven (7) days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a “time is of the essence” based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **City** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be through December 31, 2023 beginning on the date of acceptance by and signatures of the **City** and Contractor.

3.7 Contract Renewal:

This Contract will be subject to automatic annual renewals for up to two (2) one (1) year periods if no notice is provided by the City up to 6 months prior to the term end (December 31). Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon 30 thirty days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **City's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **City**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City** and Contractor. Other sites may be utilized as directed and/or approved by the **City**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled "*Required Contract Provisions – Federal-Aid Construction Contracts*" and **FEMA FACT SHEET 9580.214**, "*Debris Removal on Federal-Aid Highways*", shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 FEMA PROVISIONS

This Contract is subject to Federal Laws including but not limited to those discussed below.

1. **Equal Employment Opportunity.** CONTRACTOR shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 1 1375, "Amending Executive Order 1 1246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will ensure, all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of the Purchase Order or with any of the said rules, regulations, or orders, this Purchase Order may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Purchase Order.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.276c).

- (1) Contractor. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- (2) Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontractors the clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).

(1) All transactions regarding the Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146- 3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this Section, CONTRACTOR, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this Section.

(3) Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or subcontractor

for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (1) of this Section.

(4) Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this Section.

5. Clean Air Act (42 U.S.C. 7401 et seq.)

(1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. 6

6. The Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

(1) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. 7

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8. Debarment and Suspension (E.O.s 12549 and 12689).

(1) The Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while the Purchase Order is valid. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Procurement of Recovered Materials.

(1) In the performance of the Purchase Order, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA - designated items unless the product cannot be acquired: a. Competitively within a time frame providing for compliance with the contract performance schedule.

b. Meeting contract performance requirements; or C. At a reasonable price. (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. (3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Access to Records.

(1) CONTRACTOR agrees to provide CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11 Use of DHS Seal, Logo, and Flags. The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for

False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

14. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. 2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as required by the provisions of 24 CFR Part 570.503 (b) (4) and 24 CFR Part 570.502.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** and will be limited to properties located within the **City** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **City** and/or unscheduled passes of each area impacted by the storm event. The **City** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **City**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the City. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the City and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the City or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The City shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the City as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **City**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City** and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **City** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 *See RFP Fee Schedule*

7.2 Billing Cycle:

The Contractor shall invoice the **City** on a monthly basis... Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. The parties agree that the intent is to have billing consistent with any requirement for reimbursement by any governmental agency.

7.3 Payment Responsibility:

The **City** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 business days of the receipt thereof. The **City** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **City** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **City** for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City**.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor:	CrowderGulf 5629 Commerce Blvd E Mobile, AL 36619 800-992-6207 jramsay@crowdergulf.com
City:	City of Tybee Island Chief Jeremy Kendrick Address: 403 Butler Avenue Tybee Island, GA 31328 912-472-5061 Jeremy.kendrick@cityoftybee.org

8.2 Applicable Law:

The laws of the **State of Georgia** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Chatham County, Georgia, and the Contract shall be interpreted by the laws of Georgia.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC.

City of Tybee Island

By: _____
Name:

By: _____
Name:

Title: _____

Title: _____

ATTEST:

ATTEST:

Name:

Name:

**REQUEST FOR PROPOSAL
RFP NO. 2023-771**

**STANDBY CONTRACT FOR DISASTER DEBRIS RECOVERY SERVICES
FOR THE COLLECTION, TRANSPORT, DISPOSAL AND REDUCTION OF WHITE GOODS,
HOUSEHOLD HAZARDOUS WASTE, ELECTRONIC WASTE, HAZARDOUS WASTE
MATERIALS, VEGETATIVE DEBRIS, AND CONSTRUCTION/ DEMOLITION DEBRIS,
INFECTIOUS WASTE, SOIL, MUD & SAND. THIS TO INCLUDE HAZARDOUS LEANING TREES
AND TREE STUMP RECOVERY SERVICES (EXTRACTION, GRINDING, OR FLUSH CUT
HAZARDOUS TREES/TREE STUMPS AND BRACING OR STRAIGHTENING TREES FROM
SPECIFICALLY AUTHORIZED PROPERTIES, PUBLIC AREAS AND PUBLIC RIGHT OF-WAYS**

PROPOSAL DUE: TUESDAY, FEBRUARY 28, 2023 by 2:00pm

CITY OF TYBEE ISLAND, GEORGIA

SHIRLEY SESSIONS, MAYOR

BARRY BROWN, MAYOR PRO TEM
JAY BURKE
NANCY DEVETTER

SPEC HOSTI
BRIAN WEST
MONTY PARKS

DOCUMENT CHECK LIST

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

[INTRODUCTION](#)

[INSTRUCTIONS TO PROPOSERS](#)

[GENERAL INFORMATION](#)

[SCOPE OF WORK](#)

[SURETY AND BOND REQUIREMENTS](#)

[ATTACHMENTS:](#)

- A. DRUG FREE WORKPLACE CERTIFICATION
- B. NONDISCRIMINATION STATEMENT
- C. DISCLOSURE OF RESPONSIBILITY STATEMENT
- D. CONTRACTOR AFFIDAVIT
- E. SUBCONTRACTOR AFFIDAVIT
- F. IMMIGRATION & SECURITY FORM – CONTRACTOR AFFIDAVIT
- G. DEBARMENT FORM
- H. MINORITY BUSINESS REPORT
- I. LOBBYING AFFIDAVIT

Item #10.

- J. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE CERTIFICATION
- K. VENDOR INFORMATION

L. SIGNATURE SHEET
M. PROPOSAL SHEET
N. RFP CHECKLIST

INTRODUCTION

This is a request for proposals to supply the City of Tybee Island, Georgia with services as indicated herein.

Sealed proposals must be received by 2:00pm local time, on Tuesday, February 28. The City of Tybee Island reserves the right to reject any or all proposals.

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

Proposers must carefully review all provisions of, and attachments to, this document prior to submission. Each proposal constitutes an offer and cannot be withdrawn except as provided herein. This RFP and any attachments, plans, and/or other related documents can be found on the City's website at <https://www.cityoftybee.org/Bids.aspx>. It is incumbent upon the proposer to check the website for additional information and/or addendums.

The City of Tybee Island is soliciting competitive proposals from qualified companies to provide Disaster Debris Recovery Services on a standby basis for specific disaster related damage debris located on the City of Tybee Island's streets, roads, public property, public area and public rights-of-way. In the event of an officially declared disaster, the City of Tybee Island will be seeking reimbursement from the Federal Emergency Management Agency (FEMA) for having a contractor provide these services. Therefore, the contractor shall follow FEMA guidelines as outlined in the January 2020 FEMA 322 Public Assistance Guide, 2021 FEMA 327 Public Assistance Debris Monitoring Guide, and 2021 FEMA 325 Public Assistance Debris Management Guide. The Contractor must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

The Contractor must be duly licensed to perform the work in accordance with the State of Georgia code requirements. The Contractor shall obtain all permits necessary to complete the work.

The Contractor must be knowledgeable on the rules and regulations governing the transport of heavy equipment and oversized loads across state boundaries. An emergency situation in the City does not assure any waiver of regulations or assistance in expediting equipment transportation by other states.

Debris removal will be limited to debris in, upon, or brought to streets, roads, rights-of-way, City properties and facilities, and other public sites. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City in writing. The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal of all debris and debris-reduction by-products generated at all Debris Management Sites (DMS), formally known as Temporary Debris Staging and Reduction Sites (TDSRS). For purposes of the contract, the terms DMS and temporary debris management site will be considered to be synonymous. Temporary debris management sites are located at the North Beach parking lot, Jaycee Park, and Memorial Park.

The Contractor shall assign and provide an operations manager to serve as the principal liaison between the City debris manager and the Contractor's forces. The assigned operations manager must be knowledgeable of all facts of the Contractor's operations and have authority in writing to commit the Contractor. The operations manager will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The operations manager will report to the City Public Works Director/debris manager. The operations manager will be required to be physically capable of responding to the City debris manager within one hour of notification.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in work areas.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to the DMS and debris collection sites. Safety at these sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project for the duration of this contract. Additionally, the Contractor shall pay for all materials, personnel, and fees necessary to perform under the terms of the contract.

Method of Award: If the City of Tybee Island awards a contract as a result of this RFP, it will be awarded to the responsible proposer deemed able to provide the best value for the City. The award will consider price among other factors as specified in this RFP. The City reserves the right to select the proposer which best meets the City's goals and objectives, needs, budget constraints, and quality levels, as well as its educational and service level expectations. The City reserves the right to award a contract to one or multiple vendors.

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

Instructions for preparation and submission of a proposal are contained in this RFP package. Please note that specific forms for submission of a proposal are required.

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

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

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

1. INSTRUCTIONS TO PROPOSERS

1.1 How to Prepare Proposals:

All Proposals must be:

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Proposals must be signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the Proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**
- c. Provide no more than a two (2) page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and fax number of one (1) contact to whom any correspondence should be directed. Include a clear statement of the Proposer's understanding of this RFP and the contract requirements, and how the Proposer intends to meet the RFP requirements.

1.2 How to Submit Proposals:

One original, and one electronic copy (usb drive) must be submitted in a sealed opaque envelope, plainly marked with the RFP number and title, and proposer's company name, to the office of the address below prior to the time specified. Include your proposal, and all required attachments, which can be found at the end of this document.

- **Include all requested documents, including required proposal bond, in addition to a W-9.**
- **City/County Occupational Tax Certificate Requirement: Contractor must supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their office is located. In addition, if a contract is awarded, contractors that are not located on Tybee Island are required to obtain a Tybee Island contractor registration. Contact Sharon Shaver for additional information, at 912-472-5072, or in person at Tybee Island City Hall, 403 Butler Ave, Tybee Island, Ga**
- **Include at least three (3) references documenting your experience with similar projects. Include name of project, construction cost, location, and current reference contact information including name, phone number, and email address. In addition to the information above, submit a written and/or photographic description of how these projects relate to this RFP.**
- **All Proposals must be hand delivered, mailed, or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above. Include RFP #2023-771 on front of envelope.**
- **Courier or hand deliver response package to:**

MELISSA FREEMAN
TYBEE ISLAND CITY HALL
403 BUTLER AVE – BLDG A

TYBEE ISLAND, GA. 31328

- **Proposals may be submitted via US Mail, but proposers choosing this method should allow at least an additional 24 hours for delivery:**

MELISSA FREEMAN
CITY OF TYBEE ISLAND
PO BOX 2749
TYBEE ISLAND, GA. 31328

FAXED OR E-MAILED COPIES WILL NOT BE CONSIDERED. PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED.

1.3 How to Submit an Objection:

Potential proposers must present any written objection to this RFP at least seven (7) days prior to the proposal due date. The objections contemplated may pertain to form and/or substance of the RFP documents. Objections must be made in writing to the Purchasing agent, Melissa Freeman mfreeman@cityoftybee.org. Email subject line: Objection to RFP #2023-771.

1.4 Errors in RFP responses:

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications of this RFP before submitting a proposal. Failure to do so will be at the Proposer's own risk. In case of error in extension of prices in the proposal, the unit price will govern.

1.5 Questions concerning RFP:

Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this RFP must be made by email, sent to the below named individual, who will be the official point of contact for this RFP. Questions must be submitted at least seven days before the proposal due date. All questions will be answered through an issued addendum, posted to the City website.

Mark subject line on e-mail **“Questions on RFP 2023-771, Disaster Debris Removal.”**

POINT OF CONTACT:

Jeremy Kendrick
jeremy.kendrick@cityoftybee.gov

Failure of a Proposer to ask questions, request changes, or submit objections by the dates indicated above shall constitute the Proposer's acceptance of all of the terms, conditions and requirements set forth in this RFP.

1.6 Addendums to RFP:

Item #10.

Any changes to the conditions or specifications in this RFP must be in the form of a written addendum to be valid. If the City of Tybee Island issues an addendum to this RFP, it will

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be posted by the Purchasing Agent on the City's website.
<https://www.cityoftybee.org/Bids.aspx>

The issuance of a written addendum by the Purchasing Agent is the only official method by which interpretation, clarification or additional information will be given. The City of Tybee Island will not be responsible for any oral representation given by any employee, representative or others.

Proposer must acknowledge each addendum in the response. **It is solely your responsibility as a proposer to ensure that you have received all addenda and incorporated the changes into your response before submission.** Unless otherwise specified in an addendum, the due date and time remains as listed above.

2 GENERAL INFORMATION

- 2.1 Specifications:** Any obvious error or omission in specifications will not inure to the benefit of the proposer but will put the proposer on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mention 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., will be construed to be the minimum requirements of these specifications. Changes in the scope of services, specifications, or terms and conditions of the RFP will be made in writing by the City prior to the proposal opening or due date. Results of informal meetings or discussions between a potential responder and a City official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.
- 2.2 Contract Commitment:** This RFP does not commit the City of Tybee Island to award a contract, to issue a purchase order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 2.3 Standards for Acceptance of Proposal for Contract Award:** City of Tybee Island reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer whom investigation shows is not in a position to perform the contract. This RFP does not commit the City of Tybee Island to issue a purchase order, award a contract, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 2.4 Proposal for All or Part:** The City of Tybee Island reserves the right to make an award on all items, or on any of the items, according to the best interest of the City. Proposer may restrict his proposal to consideration in the aggregate by so stating, but must name a unit price per ton based on actual weight measurements records on each item.
- 2.5 Proposer:** Whenever the term "proposer" is used it will encompass the "person," "business," "supplier," "vendor," or other party submitting a proposal to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.

- 2.6 Responsible / Responsive proposer:** *Responsible proposer* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive proposer* means a person or entity that has submitted a proposal that conforms

in all material respects to the requirements set forth in the RFP.

- 2.7 Compliance with Laws:** The proposer will 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 will be supplementary to this section and not in substitution thereof.
- 2.8 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.
- 2.9 State Licensing Board for General Contractors:** If applicable, pursuant to Georgia law, any proposer must be a Georgia licensed **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).
- 2.10 Security & Immigration Compliance:** On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No proposals will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.**

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

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

Protection of Resident Workers. City of Tybee Island actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers can hire only persons who can 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 any hiree, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor will 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.

- 2.11 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.

- 2.12 Prices to be Firm:** Proposer warrants that proposal prices, terms and conditions quoted

in the proposal will be firm for acceptance for a period of sixty (60) days from proposal opening date, unless otherwise stated in the RFP.

- 2.13 Completeness:** All information required by the RFP must be completed and submitted to constitute a proper proposal.
- 2.14 Quality:** All materials or supplies used for, or the workmanship employed in, any construction necessary to comply with this RFP, will be of the best quality, and adhere to the highest industry standards.
- 2.15 Guarantee/Warranty:** Unless otherwise specified by the City of Tybee Island, the Proposer will unconditionally guarantee the materials and workmanship for one (1) year from completion of the project or delivery of goods. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor, at his expense, will repair or adjust the condition, or replace the material, to comply with the contract requirements and applicable standards thereof. These repairs, replacements or adjustments will 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.
- 2.16 Liability Provisions:** Where proposers are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the Proposal as requested by the City, the proposer will be liable for any injury, damage or loss occasioned by negligence of the proposer, his agent, or any person the proposer has designated to prepare the proposal and will indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with City of Tybee Island.
- 2.17 Cancellation of Contract:** The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next higher ranked Proposer, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or his surety) will 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.
- 2.18 Certification of Independent Price Determination:** By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:
- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
 - c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

requirements for licensing, insurance, and registrations, or other documentation required. The City has the right to require any or all proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. The City has the right to disqualify the proposal of any proposer as being unresponsive or unresponsive whenever such Proposer cannot document the ability to deliver the requested product or service.

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

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

THE INSURANCE CERTIFICATE IS TO IDENTIFY THE CITY OF TYBEE ISLAND AS A CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED FOR GENERAL, AUTO, UMBRELLA, AND EXCESS LIABILITY COVERAGES.

- b. Minimum Limits of Insurance to be maintained for the duration of the contract:
 - i. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor. This policy coverage includes premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: **\$2,000,000** bodily injury and property damage per occurrence and annual aggregate.
 - ii. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: **\$500,000** for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
 - iii. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: **\$2,000,000** combined single limit per accident for bodily injury and property damage. Coverage must be written on an Any Auto basis.

THE INSURANCE REQUIREMENTS AND LIMITS STATED HEREIN MAY BE SATISFIED BY A COMBINATION OF PRIMARY, UMBRELLA &/OR EXCESS COVERAGES.

c. Special Requirements:

- i. **Extended Reporting Periods:** The Contractor must provide the City of Tybee Island with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- ii. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies will not affect coverage provided in relation to this request.
- iii. **Cancellation:** Each insurance policy that applies to this request must be endorsed to state that it will not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City of Tybee Island.
- iv. **Proof of Insurance:** City of Tybee Island must be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City of Tybee Island before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the City of Tybee Island contract.
- v. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- vi. **Lapse in Coverage:** A lapse in coverage will constitute grounds for contract termination by the City of Tybee Island Mayor and Council.
- vii. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City of Tybee Island. At the option of the City of Tybee Island, either: the insurer will reduce or eliminate such deductibles or self-insured retention as related to the City of Tybee Island, its officials, officers, employees, and volunteers; or the Contractor will procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

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

2.22 Signed Proposal Considered Offer: The signed Proposal will be considered a binding offer on the part of the Proposer, which offer will be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Proposer after such acceptance, the City of Tybee Island may take such action as it deems appropriate, including legal action, for damages or lack of required performance.

2.23 Notice to Proceed: The successful proposer must not commence work under this RFP until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.24 Protest Policy: Any proposer who is aggrieved in connection with the award of a contract may file a protest with the Purchasing Agent. The protest must be submitted no later than 48 hours prior to the date the award recommendation is scheduled to be approved by City Council. Recommendations to Council are usually posted on the preliminary agenda on the City's website on the Thursday prior to the Council meeting date. It is the proposer's responsibility to ascertain the City's recommendation for award. Protests must be made in writing to the Purchasing agent, Melissa Freeman at mfreeman@cityoftybee.org, with the subject line Protest: RFP #2023-771, and must include the following information:

- a. Name, address, email address, and telephone numbers of the protester;
- b. RFP number;
- c. Detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the protester;
- d. Copies of supporting documents, if any;
- e. Statement of relief requested;
- f. All information establishing that the protester is an interested party for the purpose of filing a protest on an award decision;
- g. All information establishing the timeliness of the protest.

2.25 Payment to Contractors: Instructions for invoicing the City of Tybee Island for products delivered to the City 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.

2.26 City's Rights Concerning Award: The City reserves the right, and sole and complete discretion to waive technicalities and informalities. The City further reserves the right, and sole and complete discretion to reject all proposals, and any proposal 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 City in its sole discretion. In judging whether the Proposer is responsible, the City will consider, but is not limited to consideration of, the following:

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

2.27 City's Right to Negotiate with the Lowest Proposer: In the event that all responsive and responsible Proposals are in excess of the budget, the City, in its sole and absolute discretion, and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible Proposal, or (ii) to negotiate with the lowest responsive and responsible Proposer (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.

2.28 Debarred or Suspended Subcontractors: Contractor will not subcontract, and will 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 will 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.

2.29 Debarred Firms, Indictments and Pending Litigations: Any potential proposer/firm listed on Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) will not be considered for contract award. Proposers shall disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the City will be not considered.

- All responders or proposers are to read and complete the **Disclosure of Responsibility Statement** enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Proposers acknowledge that in performing contract for the City, responder shall not utilize any firms that have been a party of any of the above actions. If proposer has engaged any firm to work on this contract or project that is later debarred, proposer shall sever its relationship with that firm with respect to City's contract.

Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions will cause render your proposal invalid. In order to conduct this procurement transaction in manner that provides full and open competition and meet the Federal Uniform Guidance Requirements to ensures objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statement of work, or invitation for bids or request for proposal must be excluded from competing for this contract.

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

It is the responsibility of the Proposer to notify the City of any documents turned over which contain trade secrets or other confidential matters. A Proposer submitting records which the entity or person believes contains trade secrets and that it wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) will 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. See also, section 2.27.

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

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

- 2.32 Georgia Trade Secret Act of 1990:** In the event a Proposer submits trade secret information to the City of Tybee Island, the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.

- 2.33 Contractor Records Retention** -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 which have been completed or closed for up three (3) years following completion. In addition, specifically for this contract that involves Federal funding, the contractor must comply the Federal procurement standards, Federal Uniform Guidance Requirements Section 200.333, Retention Requirements. This includes records for all financial records, supporting documentations, statistical records, analysis records, and all other records associated with this contract pertinent to Federal award must be maintained for a period of three (3) years from the date of the City of Tybee Island's final expenditures report is submitted to the funding agency for reimbursement.

authorized by the approved Project Compensation Schedule and this amount will be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City will make payments to the contractor within thirty (30) days from the date of receipt of the contractor's acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

When the City issues a Notice-to-Proceed to the Contractor, the City and contractor shall determine the positions and number of persons required to adequately provide the service.

The City shall review contractor's staffing level as necessary and direct contractor to adjust personnel accordingly. The City may perform on-site inspections to verify staffing needs.

During this period, the contractor will provide weekly updates on the services and estimate the time remaining for job completion.

The payment will be based on negotiated pricing depending upon each task performed by the contractor. Refer to section 12.0 Pricing and Payment for the format of the contractor's fee proposal. The City may verify work being performed.

Billings shall be submitted once monthly, in order provide the City staff time to review supporting documents pertaining to the requested payment period. **Invoices must be submitted within 10 days of completion of physical work.**

The compensation provided for herein shall include all claims by the contractor for all costs incurred by the contractor in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City of Tybee Island shall make payments to the contractor within thirty (30) days from the date of receipt of the contractor's acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

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

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

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

final payment the amount retained will be further reduced at the discretion of the City of Tybee Island.

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

2.35 Audits and Inspections: The contractor and his subcontractors will make available to the City of Tybee Island for examination of all its records with respect to all matters covered by this Contract. It will 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 will be available for inspection between 8am and 5pm in the main offices of the City of Tybee Island or during normal business hours at the offices of the Contractor, as requested by the City of Tybee Island.

2.36 Proposal Surety: Each proposal must be accompanied by a Proposal/Bid Bond, issued by a surety company licensed to do business under the laws of the State of Georgia, and satisfactory to the City of Tybee Island in the amount of five percent (5%) of the total contract amount to ensure the Contractor's satisfactory performance. Proposer will forfeit this amount should it be offered a contract by the City and refuse or fail to promptly enter into such contract.

2.37 Performance and Payment Bonds:

- a. Within 7 days of the notice to proceed (once a disaster has been declared), the Contractor shall furnish to the City of Tybee Island a Performance and Payment Bond issued by a surety company licensed to do business under the laws of the State of Georgia and satisfactory to the City of Tybee Island in the amount of one-hundred-percent (100%) of the total estimated debris removal cost.
- b. The Contractor shall be solely responsible for keeping the surety informed as to the total contract price, significant changes in project scope, and overall progress and completion of project for the entire life of the contract.
- c. If the surety on the bonds furnished by the Contractor is declared bankrupt or becomes insolvent, or it's right to do business in the State of Georgia is terminated, the Contractor shall within five (5) calendar days thereafter substitute other bonds and surety acceptable to the City of Tybee Island. If the Contractor does not furnish the replacement bonds to the City of Tybee Island within the five (5) days, the City of Tybee Island may consider the Contractor in material breach of contract and take appropriate actions.

- 2.38 Vendor Performance Evaluation:** The City reserves the right to perform Vendor Performance Evaluation, at minimum, annually, prior to the contract anniversary dates. Should vendor performance be unsatisfactory, the appointed City Project Manager(s) for the contract may prepare a Vendor Compliant Form or a Performance Evaluation to the Finance Department.
- 2.39 Byrd Anti-Lobby Amendment:** All proposals that exceed \$100,000 are required to sign an anti-lobbying certification letter to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification applies to contractors' subcontractors based on a tiered system. The requires that each tier certifies to the tier above that, it will not and has not used Federal appropriated funds to pay any person or organization for influencing, or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures must be forwarded from tier to tier up to the City of Tybee Island.
- a. If any litigation, claim, or audit has started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the City of Tybee Island is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - c. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- 2.40 Contract Work Hours and Safety Standards Act:** All proposals that exceed \$100,000 that involves the employment of laborers must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Each contractor must be required to compute the wages of every laborer based upon a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. In addition, no laborer must be required to work in surroundings or under working conditions which are unsanitary or dangerous.
- 2.41 Clean Air Act and Water Pollution Control Act:** All proposals that exceed \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The City must report all violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 2.42 Pending Litigation:** Proposals will not be accepted from any company, firm, person, party, or parent subsidiary, against which the City of Tybee Island has an outstanding claim, or a financial dispute relating to prior contract performance. If the City, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.
- 2.43 Recovered Materials (C.F.R. Part 200, Appendix II, 1JK;2 C.F.R. 200.322; Chapter V,1J7).** In the performance of the contract resulting from this solicitation, the contractor shall make maximum use of products containing recovered materials that are EPA-

designated items unless the product cannot be acquired- (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

- 2.44 DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 2.45 Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 2.46 No Obligation by Federal Government:** The Federal Government is not a party to the contract resulting from this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 2.47 Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract resulting from this solicitation.

3 SCOPE OF WORK - DISASTER DEBRIS RECOVERY SERVICES FOR THE COLLECTION, TRANSPORT, DISPOSAL AND REDUCTION OF WHITE GOODS, HOUSEHOLD HAZARDOUS WASTE, ELECTRONIC WASTE, HAZARDOUS WASTE MATERIALS, VEGETATIVE DEBRIS, AND CONSTRUCTION/DEMOLITION DEBRIS, INFECTIOUS WASTE, SOIL, MUD & SAND

The successful Proposer at a minimum shall do, perform and carry out the services as follows in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession.

3.1 Specific responsibilities include, but are not limited to:

Task 1: Debris removal from public property, public areas and public road right-of-ways, load and haul.

Task 2: Temporary staging, reduction, and transportation of debris for disposal, including DMS Site remediation.

Task 3: Hazardous waste abatement

Task 4: Sand screening

Task 5: Removal, hauling and disposal of white goods

Task 6: Removal, hauling and disposal of Electronic Waste (E-Waste)

Task 7: Removal, hauling and disposal of Putrescent Waste

The specifications that follow apply to all of the City of Tybee Island's improved public property, improved public areas and public right-of ways. The "hauler" contractor shall b

responsible for the collection, transport and disposal of the following category of disaster damaged debris from City public property, public areas and public right-of-ways:

CATEGORY TYPE OF DIASTER DAMAGED DEBRIS FOR THIS CONTRACT	LIST OF DIASTER DAMAGE DEBRIS FOR THIS CATEGORY WHICH IS NOT ALL INCLUSIVE
<p>Construction & Demolition Disaster Debris</p>	<p>For the purpose of this contract "Construction and Demolition Disaster Debris" examples may components of buildings and structures may include some of the following:</p> <ul style="list-style-type: none"> Lumber and wood gypsum wall board glass Metal roofing material Tile Carpeting and other flooring coverings Window coverings Pipe Concrete Asphalt Equipment Furnishings and fixtures
<p>Hazardous Waste Disaster Debris</p>	<p>"Hazardous Waste Disaster Debris" may waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four</p> <ul style="list-style-type: none"> Ignitability Corrosivity Reactivity Toxicity <p>This type of waste is regulated under the Resources Conservation and Recovery ACT (RCRA) and contain properties that make it potentially harmful to human health or the environment.</p>
<p>Household Hazardous Waste Disaster Debris</p>	<p>For the purpose of this contract "Household Hazardous Waste(HHW) Disaster Debris" is a hazardous product or material used and disposed of by residential consumers, rather than commercial consumers.</p> <p>When HHW mixes went other debris types will contaminate the entire load, which necessitates special disposal methods. Some this items include the following:</p> <ul style="list-style-type: none"> Some paints Some stains Varnishes Solvents Pesticides <p>Other material containing volatile chemicals that catch fire, react or explode under certain circumstances or that are corrosive or toxic. When HHW mixes went other debris types will contaminate the entire load, which necessitates special disposal methods.</p>
<p>Putrescent Disaster Damaged Debris</p>	<p>Debris that will decompose or rot such as animal carcasses or other fleshy organic material</p>
<p>Electronic Waste Disaster Debris</p>	<p>For purpose of this contract "Electronic Waste Disaster Debris" includes electronics that contain hazardous materials that require specific deposal methods. Some of these items include the following:</p> <ul style="list-style-type: none"> Computer monitors TV's

CATEGORY TYPE OF DISASTER DAMAGED DEBRIS FOR THIS CONTRACT	LIST OF DISASTER DAMAGE DEBRIS FOR THIS CATEGORY WHICH IS NOT ALL INCLUSIVE
<p>Construction & Demolition Disaster Debris</p>	<p>For the purpose of this contract "Construction and Demolition Disaster Debris" examples may include components of buildings and structures and some of the following:</p> <ul style="list-style-type: none"> Lumber and wood gypsum wall board glass Metal roofing material Tile Carpeting and other flooring coverings Window coverings Pipe Concrete Asphalt Equipment Furnishings and fixtures
<p>Hazardous Waste Disaster Debris</p>	<p>"Hazardous Waste Disaster Debris" may waste that appears on one of the four hazardous waste lists in Title 40 of the Code of Federal Regulations (CFR) Part 261 or exhibits at least one of the following four characteristic:</p> <ul style="list-style-type: none"> Ignitability Corrosivity Reactivity Toxicity <p>This type of waste is regulated under the Resources Conservation and Recovery ACT (RCRA) and contain properties that make it potentially harmful to human health or the environment.</p>
<p>Vegetative Disaster Debris</p>	<p>For the purpose of this contract "Vegetative Disaster Debris" may include the following:</p> <ul style="list-style-type: none"> Tree limbs Tree branches Trees Leaning and hanging Tree stumps with 50% or greater of the root exposed Trees still in place but damaged to the extent they pose an immediate threat Other Leafy materials
<p>Household Hazardous Waste Disaster Debris</p>	<p>For the purpose of this contract "Household Hazardous Waste(HHW) Disaster Debris" is a hazardous product or material used and disposed of by residential consumers, rather than commercial consumers.</p> <p>When HHW mixes with other debris types will contaminate the entire load, which necessitates special disposal methods. Some of these items include the following:</p> <ul style="list-style-type: none"> Some paints Some stains Varnishes Solvents Pesticides <p>Other material containing volatile chemicals that catch fire, react or explode under certain circumstances or that are corrosive or toxic.</p> <p>When HHW mixes with other debris types will contaminate the entire load, which necessitates special disposal methods.</p>
<p>Electronic Waste Disaster Debris</p>	<p>For purpose of this contract "Electronic Waste Disaster Debris" includes electronics that contain hazardous materials that require specific disposal methods. Some of these items include the following:</p> <ul style="list-style-type: none"> Computer monitors TVs Cell Phones Batteries
<p>Soil, Mud and Sand Disaster Debris</p>	<p>Floods, winds and storm surge often deposit soil, mud and sand on improved public property and public rights-of-ways. For purposes of this contract the areas effected by the "Soil, Mud, and Sand Disaster Debris" includes the following:</p> <ul style="list-style-type: none"> Streets Sidewalks Storm sanitary sewers Water treatment facilities Drainage canals and basins Parks

construction work. Certain construction & demolition debris is usable or recyclable. To conserve landfill space, it is prudent that the hauler contractor separate material for reuse or recycle.

The hauler contractor should have knowledge of how to handle hazardous waste debris as it contains properties that are harmful to humans and the environment. Hazardous waste is regulated under RCRA. The hauler contractor must ensure that certified hazardous waste technicians should handle, capture, recycle, reuse and dispose of hazardous waste.

Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The hauler contractor must comply with the Clean Air Act when handling white goods debris. The Clean Air Act prohibits the release of refrigerants into the atmosphere, and requires that certified technicians extract compressors oils before disposing of or recycling white goods. The hauler contract must adhere to all Federal, State and local requirements concerning ozone-depleting refrigerants, mercury or oils. In addition, the hauler contract must document how white goods are disposed of in addition to ensure that white good disaster debris is staged separately for other types of disaster debris to avoid contamination.

The hauler contractor must ensure that the disposal of putrescent debris is in compliance with Federal, State and local laws. The NRCA has specific guidelines for disposal of animal carcasses.

Infectious waste debris is capable of causing infections in humans, including animals waste, human blood and blood products, etc. The hauler contractor must take caution when coming in contact with this type of debris. Clearance, removal, and disposal of infectious waste may be the authority of another Federal agency; therefore, the hauler contractor must notify the City's Project Manager when infection waste is identified to ensure that agreed upon procedures are followed depending upon the type of infection waste debris.

The hauler contractor shall be responsible for assembling and directing a workforce that can complete all debris management tasks by the deadline of this contract.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the City and/or the authorized agencies.

The Contractor shall ensure that wherever non-English speaking crews are utilized, at least one crew supervisor must be fluent in English.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private Contractor.

Contractor must be able to mobilize management staff and field crews

3.2 Debris Management

Debris management operations is a function of the Public Works Department; this department will assist with directing the debris removal and disposal operations.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the right-of-way as recovery progresses. With assistance and recommendations from the Contractor, the City will direct the specific schedule to be used after ascertaining the scope and

schedule for debris removal and will be consistent with the description of critical facilities and route clearing priorities based on an assessment of the disaster.

The City will employ a Debris Monitor to oversee, audit and regulate debris management operations to insure compliance with FEMA requirements, rules and regulations.

The contractor shall work with the City's contracted debris recover monitoring service to identify eligible debris damaged debris.

One of FEMA requirements is for the City to have monitoring service observe and document the procedures of hired "hauler" contractors who are responsible for recovery efforts of disaster damage debris from public property, public areas and public right-of-ways. The monitoring service will ensure that the City's hired disaster damaged recovery contractors only recover disaster damaged debris that is eligible for reimbursement by FEMA and that is covered under the individual contractor's contract. The selected "hauler" contractor will work coordinate work the City's hired monitoring service contractor to ensure that the monitoring service is aware your daily work schedules. The monitoring service will complete load tickets that documents the following for each group of items collected by the "hauler" contractors:

- Using load tickers, keep a detailed list of items recovered;
- Document location of where the items were recovered;
- Estimate the weight of the original items collected;
- Track the name of the company and employee who collected the collected the items;
- Document whether or not the items recovered by the hauler contractor were eligible under the hauler's contract;
- Document whether or not the items recovered are eligible under FEMA reimbursement guidelines;
- Document if the recovered items are hazardous and require special handling;
- Document if hazardous items are staged separately for other non-similar disaster debris;
- Document if the hauler followed the proper procedures to dispose of the hazardous disaster debris;
- Document the methods used by the hauler contractor to reduce the bulk of the disaster debris prior to disposal into the landfill;
- Document the disposal method for all disaster debris collected by the hauler contractor; and
- Reconcile the disaster debris load tickers to the hauler's invoices for accuracy prior to the City paying the haulers invoices.

Curbside segregation of debris and disaster-generated or related wastes is an element of the City's disaster recovery program. The debris removal and disposal Contractor will be required to aid in the segregation and waste stream management processes. Waste includes the following categories with responsibility as shown:

- Household trash—continued responsibility of private solid waste refuse hauler, Atlantic Waste. Not included in the scope of this contract unless otherwise mutually agreed under separate arrangements.
- Vegetative disaster debris is not included in the scope of this contract.
- Construction and demolition debris, furniture, furnishings, appliances, etc. suitable for being land filled or recycled, stacked by curb or shoulder— Contractor responsibility for removal and disposal.
- Household and toxic waste (HTW), separated from all other types of waste and debris, placed at curb or road shoulder— Contractor responsible for removal and disposal.
- White Goods are household appliances such as refrigerators, freezers, air conditioners heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Contractor is responsible for removal, decommission, decontamination and disposal.
- Electronic waste, e-waste or e-scrap, refers to electronics that contain hazardous materials such as cathod ray tubes including computer monitors and televisions- Contractor responsible for collection and disposal.

- Putrescent debris is any debris that will decompose or rot, such as animal carcasses- Contractor responsible for collection and disposal.
- Soil, mud, and sand from improved public property- Contractor responsible for removal, screening, and disposal/return to beach.

Citizens will be advised to separate all waste and debris, to the extent practicable, into the above categories. Failure by the citizens to perform this separation does not relieve the Contractor of his/her curbside separation responsibilities, to the extent practicable.

Any household and toxic waste (HHW) encountered by the debris removal Contractor is to be kept separated as much as possible in order to expedite disposal process. Contractor is to be properly trained and certified to pick up handle and transport for proper disposal and in accordance with local, state and federal requirements. The following items are considered HHW for the purpose of the contract:

- Cleaning products
- Batteries
- Workshop/Painting Supplies
- Aerosol spray can
- Indoor Pesticides
- Lawn and Garden Products
- Automotive Products
- Fluorescent light bulbs
- Propane tanks and other compressed gas cylinders
- Flammable Products
- Home/Office Electronics – computers, TV's, monitors, lithium, and cadmium batteries.
- Refrigerators and Freezers
- Or any other product or material not specifically mentioned that might pose a threat to human health or the environment if not disposed of properly and because the product or material exhibits one or more following characteristics in that it is; toxic, corrosive, ignitable or reactive.

3.3 Debris Removal and Disposal Operations

The Contractor shall provide equipment, operators and laborers for debris removal operations. The Contractor shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under the contract.

The Contractor is responsible for collecting and removing, from public rights-of-way and public property, all debris that exceeds in size, weight, volume, or shape that which can reasonably be collected by the average homeowner using a rake, broom, shovel and bags. Homeowners are responsible for collecting the small residual quantities of leaves, dirt, sawdust, twigs and similar small items of debris that can be readily put into bags. Except for the above, the Contractor will collect and remove all debris existing on a street during each pass and not leave any debris for subsequent passes. This does not preclude the Contractor from using separate vehicles and crews to: separate bags from other vegetative debris; collecting C & D debris; collecting recyclable timber or from hauling stumps with root balls. The Contractor will organize his equipment and crews so that all types of debris are collected within any one pass. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed.

All rates are to include all related costs, inclusive of the cost of personal protective clothing (to

include hardhats, gloves, eye protection and steel-toed boots), fringe benefits, hand tools, supervision, transportation, traffic control and any other costs. Contractors are required to ensure that all employees and subcontractors and its employees wear high visibility safety apparel. Safety apparel shall meet ANSI 107-1999 (Class 2) standard.

The Contractor shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage caused by the Contractor's equipment during debris removal. The Contractor shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, above ground utilities etc. caused by the Contractor's equipment or personnel. The Contractor shall preserve and protect all existing structures, utilities, vegetation etc. on or adjacent to work area.

The Contractor shall repair or replace with like material all damaged mailboxes as soon as possible after which the damage occurred. The Contractor shall contact the person(s) making the claim regarding damages within 24 hours after receiving the claim.

The Contractor shall provide the City with a weekly report listing all damage claims and outlining the status of all damage repairs.

All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the City. The City will provide DMS sites, to the extent they are available, for the Contractor's use in volume reduction efforts and recycling programs.

The Contractor shall pay all disposal tipping fees associated with the disposal of all eligible disaster related debris and will be reimbursed for those fees by including them as a separate line item on the invoice associated with the disposal along with all supporting documentation from the disposal facility.

3.4 Debris Management Sites (DMS)

The City's Public Work's Department has identified temporary debris management sites (DMS). Temporary debris management sites are located at the North Beach parking lot, Jaycee Park, and Memorial Park. These sites may be amended from time to time throughout the term of the contract. The City recognizes that additional sites may be needed dependent upon the severity of the disaster.

The work shall consist of managing the operations of a DMS site and performing debris reduction by air curtain incineration and or grinding of storm generated debris as directed by the City Public Works Director/debris manager.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor including the posting of traffic control signage. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of the contract.

The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area including providing for, installing, and enforcing traffic control signage.

The Contractor(s) shall be responsible for installing site security measures and maintaining security for operation at the site.

The Contractor(s) shall manage the site to minimize the risk of fire.

The Contractor shall provide a DMS Foreman. The DMS site foreman is responsible for

management of all operations of the site to include, traffic control, dumping operations, burning, segregation of debris, grinding, and safety. The DMS site foreman will coordinate directly with the City's/authorized agency's site monitor.

The DMS site foreman will be responsible for documenting equipment and labor time, quantities of debris received, processed materials hauled away and providing the daily operational report to the Contractor's operation manager, for further delivery to the City's debris manager.

The Contractor will provide a DMS site management plan. The plan must be approved by the City prior to opening the site for use.

The plan shall address following functions:

Access to site

- Site preparation – clearing, erosion, and grinding
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work, area, and inspection tower
- Location of incineration operations and grinding operations (if required).
Site preparation – clearing, erosion, and grinding
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Contractor work, area, and inspection tower
- Location of incineration operations and grinding operations (if required).
- Burning operations require a 200-foot clearance from the stockpile and 500-foot clearance from structures, roadways or wooded areas.
- Location of existing structures or sensitive areas requiring protection

The Contractor will operate the DMS sites and only Contractor vehicles and others specifically authorized by City of Tybee Island will be allowed to use the sites. The locations of publicly owned sites are currently identified. Additional sites may become available as plans develop.

The City may also establish designated homeowner drop-off sites. The Contractor will be responsible for removing all debris from those sites daily.

Payment for debris hauled will be based on the quantity of debris hauled in truck/trailer measured cubic yards and the distance hauled depending on where the debris is taken. Debris hauled to a DMS site will require a validated load ticket. Drivers will be given load tickets at the loading site by a City loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the DMS site by a City DMS site (disposal) monitor. The estimated quantity will be recorded on the load ticket. The City DMS site monitor will retain one copy of the load ticket and the driver will retain two copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards and the distance hauled recorded on an approved load ticket. Payment will be made against the Contractor's invoice once site monitor and Contractor load tickets and/or scale tickets match. The load ticket will include an original and four copies. Payment for disposal costs such as tipping fees incurred by the Contractor at City designated final disposal sites will be reimbursed by the City as a pass-through cost.

Item #10.

The City DMS site monitors and the disposal facility monitors will use their best judgment in

estimating the quantity of debris in the trucks. For purposes of the contract, the City monitors are the final authority. Deductions will be made for: consolidation during hauling lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site.

The Contractor will be responsible for returning all utilized DMS to their original condition prior to demobilization. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized site to their original condition as verified through soil and groundwater samples. All site remediation is subject to final approval by the City and Georgia Department of Natural Resources.

3.5 Equipment

All trucks, trailers and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks and trailers used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and that will permit the trucks to be filled to capacity.

All trucks and trailers must be suitable for equipment loading. The City debris manager desires that the Contractor maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. Hand loading of trucks or trailers must be approved in writing by the City debris manager before being put into operation. Trucks that do not comply with these conditions may be approved for use, depending upon the needs of the City, but a deduction will be made to the measured maximum volume to account for reduced compaction capability and inefficiency of operation, City monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand-loaded trailer or truck load by 50% because of the low compaction achieved by hand loading.

At the time of an activation of contract, the Contractor shall submit to the City certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed by the Contractor and a City representative. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The City reserves the right to re-measure trucks at any time to verify reported capacity.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. All extensions to the bed must be approved in writing by the City debris manager.

Trucks or equipment that is designated for use under the contract shall not be used for any other work. The Contractor shall not solicit work from private citizens or others to be performed in the designated authorized agency or City during the period of the contract. Under no circumstance will the Contractor mix debris hauled for others with debris hauled under the contract.

3.6 Securing Debris

The Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and

secured during transport. Tarps or other coverings shall be provided by the Contractor to prevent reduction by-products and other materials from being blown from the bed during hauls to disposal landfills.

3.7 Equipment Signage

Prior to commencing operations, the Contractor shall affix to each piece of equipment, a sign indicating the owner operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work.

3.8 Contractor(s) Petroleum, Oil, Lubricant (POL) Spills

The Contractor(s) shall be responsible for reporting to the City debris management center and cleaning up all petroleum, oil, lubricant "poll" spills caused by the Contractor(s)'s operations at no additional cost.

Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup shall be in accordance with applicable Federal and local laws and regulations.

3.9 Private Property Access

The Contractor is not authorized to perform work on private property and shall not seek or accept requests from private property owners to perform debris clearing or removal activities.

3.10 Recycling Program

Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the City and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris-generating event include wood waste, metals, and concrete. The recent passing of the Sandy Disaster Assistance Improvement Act of 2013 allows for the City to retain any income received for recycling of disaster debris. The Contractor will submit all recycling proceeds to the City.

The sale of marketable timber, chips, mulch and other recyclable materials is authorized.

The overall cost to the City will not be increased as a result of the Contractor's recycling program.

3.11 Removal of White Goods

The Contractor(s) may be responsible for collecting, transporting, de-commissioning, and disposing of eligible white goods from the ROW. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City TDSR, decontamination, and transportation to a City approved facility for recycling. White goods containing refrigerants must be decommissioned by the Contractors qualified technician prior to mechanical loading.

All white goods containing food items will be decontaminated in accordance with local, state and federal laws prior to recycling.

The Contractor(s) shall recycle all white goods in accordance with all rules and regulations of

local, state, and federal regulatory agencies.

3.12 Removal of E-Waste

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-waste from the ROW to a City designated E-waste recycling facility. Eligible E-waste includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or disposal of all E-Waste items in accordance with the rules and regulations of local, state, and federal regulatory agencies.

3.13 Dead Animal Carcasses

The Contractor(s) may be responsible for removing dead animal carcasses from City ROW. Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from City ROW to a designated final disposal site. All activities should be coordinated with the City of Tybee Island Animal Control and City of Tybee Island Health Department along with other state and federal agencies.

3.14 Sand Removal and Screening

The Contractor(s) shall screen all sand to remove debris deposited as a result of a disaster and as directed by the City. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Debris removed from the sand shall be collected, hauled and processed at the TDSR.

3.15 Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not limited to:

- Assist the City in the preparation of FEMA and State reports for reimbursement, including review of documentation prior to submittal
- Work closely with the City's Emergency Management, Chatham County Emergency Management Agency, Georgia Emergency Management Agency, FEMA, and other agencies to ensure that debris collection, disposition and all supporting data meet each agency's requirements for reimbursement
- Conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and provide detailed daily work schedules. The Contractor shall provide daily situation reports in a format approved by the City that detail progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done and where debris removal was completed. Reports must also include the types and volumes of debris transported, reduced, and disposed to be include with invoices submitted for payment.

4 SCOPE OF WORK - DISASTER DEBRIS RECOVERY SERVICES FOR HAZARDOUS

Item #10.

**LEANING TREES AND TREE STUMPS (EXTRACTION, GRINDING, OR FLUSH CUTTING) AND
HAZARDOUS TREES/TREE STUMPS AND BRACING OR STRAIGHTENING TREE**

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FOR CITY OF TYBEE ISLAND'S IMPROVED PUBLIC AND PRIVATE PROPERTY, IMPROVED AREAS, AND ROWS)

Contractors will be required to identify, extract, remove, and dispose of disaster related hazardous leaning trees and tree stump debris from the City's improved public property, improved public areas, and public right-of-ways. This includes fill in, or grinding in place, of root ball areas of disaster damaged tree/tree stumps or flush cut disaster damaged trees/tree stumps. In addition, contractors will be required to identify leaning trees that pose a threat for straightening or bracing if it is less costly than removal and disposal. All trees, limbs and stumps must be removed to the DMS. The City of Tybee Island is seeking reimbursement from the Federal Emergency Management Agency (FEMA) for having a contractor provide these services. Therefore, the contractor shall follow FEMA guidelines as outlined in the January 2020 FEMA 322 Public Assistance Guide, 2021 FEMA 327 Public Assistance Debris Monitoring Guide and 2021 FEMA 325 Public Assistance Debris Management Guide. For additional information concerning these specifications, please contact Melissa Freeman, Purchasing Specialist, at (912) 472-5023. Proposers are not to contact any City Department Directly other than to acquire the Occupation Tax Certification document.

Trees that are uprooted from the ground during a disaster such that all or part of the roots is exposed may pose an immediate threat to public health and safety. The specifications that follow apply to all of the City of Tybee Island's improved public property, improved public areas and public right-of ways. Detailed specifications are as follows:

1. The contractor shall work with the City's contracted debris recover monitoring service to identify debris damaged tree stumps that are eligible under FEMA guidelines for extraction, grinding to the ground, flush cutting by the contractor or disaster damaged tree stump debris located on public right-of-way that has already be cut by another contractor\person but requires picking up (collection), transporting and disposal services. In addition to identifying lean trees that poses an immediate threat to life, public health and safety, or to eliminate immediate threats of significant damage to improved public property.
2. FEMA will only reimburse the City for contracted cost charges on a per stump bases if:
 - a. The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
 - b. Extraction is required as part of the removal

Otherwise, FEMA will reimburse the City for the contractor's other services based on unit price per weight or volume; the City will pay the contractor on unit price based on volume (cubic yards) for all smaller size extracted tree stumps.

3. Tree Removal: Hazardous disaster damaged tree debris eligibility requests that the tree has a diameter of 6 inches or greater measure 4.5 feet above the ground level, and the tree has a splint trunk; has a broken canopy at an angle of more than 30 degrees.
4. FEMA will reimburse the City for bracing or straightening hazardous leaning trees when doing so is less expensive than removal. Therefore, the contractor is required to determine which method best eliminates the hazardous threat to public health and safety, as well as which method is the most cost efficient.

The contractor must note that grinding any residual tree stump after the tree is not eligible for reimbursement by FEMA; therefore, that process is not an acceptable method for this contract.

5. Prior to extracting any trees stumps and leaning disaster damaged hazardous trees, the contractor shall photograph the stump, identify the tree stumps location on the property (GPS coordinates, specifics of the threat, stump diameter measured two feet and up from the ground, quantity of the material to fill the hole, and any special circumstances; the contractor shall document this information using the Hazardous Stump

Worksheet or an automated system that will capture the same information. Refer to the Hazardous Stump Worksheet shown in SOP No. 5.

6. For hazardous disaster damaged tree stumps debris located on improved public property, improved public areas and public right-of-ways that have has 50% or more of the root ball exposed measured 24 inches in diameter (measured 2 feet from the ground), the contractor shall extract the tree stump and fill in to the root ball of the tree stump, then collect the debris remains of the tree stump for transport and reduction and disposal. Note, if it is less costly for the contractor to grind the disaster damaged tree stump in place rather than extracting the tree, the contractor shall grind the tree stump in place, collect, transporting and dispose of the tree stump debris and is less than 24 inches in diameter, the contractor shall flush cut the tree stump to the ground or grind the tree stump to the ground, collect the tree stump remains debris, transport and dispose of the debris based on unit price by volume (cubic yards).
7. For hazardous disaster damaged trees stumps that are less than 50% of the root ball is exposed the contractor shall flush cut tree stump to the ground or grind the tree stump to the ground.
8. For disaster damaged debris trees that are leaning and pose a threat to public health and safety or to eliminate immediate threats of significant damaged to improved public property, improved public areas or public right-of-ways, the contractor shall either remove the tree, straighten or brace the tree depending upon which method is the most cost-efficient service to perform.

Contractor should have experience working on construction sites and be familiar with safety regulations. They should have the ability to estimate debris quantities, tree diameters, differentiate between debris types, properly fill out load tickets, and follow all site safety procedures. Specific services may include:

- Coordinating daily briefings, work progress, staffing, and other key items with the City.
- Work with and coordinate work with City hired monitoring services contractors.
- Scheduling work for all team members and contractors and subcontractors on a daily basis.
- Alert the City and the debris contractor(s) of safety concerns during the debris removal process by conducting both routine and random safety inspections of operations.
- Developing daily operational reports to keep the City informed of work progress.
- Complete Hazardous Stomp Worksheet and other pertinent report preparation required for reimbursement FEMA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- Providing a Final Report within 30 days of completion of the recovery operations.

The worksheet shown below is the formation of the information that the contractor must complete and provide to the City and FEMA regarding removal of hazardous disaster damaged tree stumps debris. In addition, the contract must use the FEMA's Stump Conversion Table to report the tree stumps diameter.

HAZARDOUS STUMP WORKSHEET - CITY OF TYBEE ISLAND

DATE: _____

Applicant _____
 Applicant Representative _____ Signature _____
 FEMA Representative _____ Signature _____
 State Representative _____ Signature _____

	PHYSICAL LOCATION - Street Address, Road, Cross St, etc	DESCRIPTION OF FACILITY - (Park, ROW, City Hall, etc)	HAZARD		GPS Decimal degrees, 00.000000		TREE SIZE (Diameter)	ELIGIBLE		FILL FOR DEBRIS STUMPS CY	COMMENTS (See attached sketch, photo, etc)
			Yes	No	Lat - N	Long - W		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											

FEMA STUMP CONVERSION TABLE

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter} \times 0.7854 \times \text{Stump Length}) + (\text{Root Ball Diameter}^2 \times 0.07854 \times \text{Root Ball Height})]}{46656}$$

46656

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following, based upon findings in the field:

- * Stump diameter measured two feet up from ground
- * Stump diameter to root ball diameter ratio 1:3:6
- * Root ball height of 31"

Stump Diameter (inches)	Debris Volume (Cubic Yards)	Stump Diameter (inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.09	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.8	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

For the recovery service operations, the City shall issue unit price contract based on a set cost for a specific task order. The format for the disaster damaged tree stump and leaning tree fee proposal is as follows:

The City's payment method must comply with FEMA guidelines for disaster damaged tree stump removal.

FEMA will only reimburse the City for contracted cost charges on a per stump bases if:

- a. The stump is 2 feet or larger in diameter (measured 2 feet above the ground); and
- b. Extraction is required as part of the removal

Otherwise, FEMA will reimburse the City for the contractor's other services based on unit price per weight or volume; the City will pay the contractor on unit price based on weight (tons) for all smaller size extracted tree stumps.

1. For disaster damage trees stumps with 50% or more of the root ball exposes or at least 24 inches in diameter extracted by the contractor, the extraction service must include the both the extraction process, the filling in the root ball hole and transport; the contractor shall be paid per tree stump.
2. For disaster damaged tree stumps with less than 50% of the root ball exposed and that are less than 24 inches in diameter or hazardous tree stump for any size that does not require extraction and the contractor either flush cuts the tree stump or grinds the tree stump in place, the contractor shall receive a fee based on the unit price for volume (cubic yards) calculated using FEMA's Stump Conversion Table which is shown on the following page:
3. The contractor shall be paid by unit price based on the volume/cubic yards for tree stumps remains of hazardous disaster damaged trees stumps that are less than 50% of the root ball is exposed the contractor that the contractor either shall flush grind the tree stump to the ground.
4. For hazardous disaster damaged leaning tree and or tree stumps picked up, transported and disposed of tree stumps 2 feet or larger in diameter that the contractor did not cut, that is located on improved public property, improved public area or public right-of-way, the contractor must substantiate the reasonable cost for the service based upon the equipment required to perform the work.
5. The City shall use a progress method of payment and use performance measures for the contracted services. Request for payments from the contractor will require specific documentation to validate and verify the completed work to support the contractor's invoices. At a minimum, the documentation shall include the following:

Required Documentation for Hazardous Tree/Tree Stump Recovery Reimbursement

- Debris Totals (Volumes) for all trees/tree stump less than 24 inches in diameter and for tree stump disasters debris cut by other contractors and left on public right-of-ways recovered;
- Hazardous Stump Worksheet Reports and price charged per stump extraction unit cost (which should include extraction, fill in root ball hole, transport, disposal);
- Photographs of disaster damaged stumps, leaning trees or trees with 50% (a minimum of 24 inches in diameter) or more of the root ball exposed;

- Identification of the tree stump or leaning tree's location on the property (GPS coordinates, specifics of the threat, stump diameter measured two feet and up from the ground, quantity of the material to fill the hole, and any special circumstances);
- Exception Reports (when debris monitoring reveals problems with debris removal operations);
- Truck/Trailer Certification Reports;
- Quantity of material to fill in root fill ball holes;
- Equipment used to perform the work

SCORING: This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Team in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not based on what is inferred. After thoroughly reading and reviewing this RFP, each team member shall conduct his or her independent evaluation of the proposals received, and grade the responses on their merit in accordance with the evaluation criteria set forth in the following:

QUALIFICATIONS AND EXPERIENCE- Total Possible Points: 30

- A. The name, title, address, and telephone number of the person (s) who will be assigned to perform service under the proposal.
- B. Resumes/credentials of the person(s) who will perform the services required and state how long they have been with your firm. For each key staff person that will participate in the program, attach a resume. Provide an organizational chart. Highlight key and relevant experience. Attach copies of licenses, certificates and certifications for key personnel. Credentials may be subject to verification.
- C. Provide a listing of Disaster Recovery projects within the last five (5) years with a brief narrative of each project, client, and services provided by consultant, whether they were the lead agency or a sub-contractor, value of services and current status on date of completion.
- D. Provide an equipment list to meet or exceed the minimum requirements of the Scope of Services and indicate if owned, leased, sub-contracted, and time of availability should contract be exercised.
- E. Provide a copy of the company's disaster response policies and/or plan.
- F. Provide documentation of company's financial strength and certificate of insurance.
- G. Provide listing of current and/or pending lawsuits and indicate the status of each.
- H. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under.
- I. Provide complete details of any contract termination within the last 5 years and state the reason(s) for the termination.
- J. Demonstrate experience in administering all aspects of federal disaster and

mitigation program.

- K. Demonstrate reporting to the State of Georgia Emergency Management (GEMA) and the Federal Emergency Management Agency (FEMA).
- L. Must demonstrate complete and full working knowledge of numerous FEMA documents including Public Assistance Guide (FEMA 322), Public Assistance Handbook (FEMA 323), and the Public Assistance Debris Management Guide (FEMA 325).
- M. Key personnel (Project Manager or equivalent) must be trained in National Incident Management Systems (NIMS) for Public Works including copies of Incident Command System certifications. Proposers must be familiar with the applicable NIMS systems, and should include documents of accreditation for above named certifications. Experience with post-disaster projects may be additionally considered.
- N. Demonstrate effective and efficient automated processing of all documents for reimbursement.

PROJECT UNDERSTANDING AND METHODOLOGY- Total Possible Points: 20

Discuss the methodology to meet or exceed the minimum requirements of the Scope of Work and the approach to rendering the required services. Methodology shall specifically describe how the company will approach the service to meet the City's Scope of work and what deliverables the City can expect from the Contractor. Any special techniques, strategies and capabilities should be discussed here. A detailed narrative statement to demonstrate the offeror's understanding of the Scope of Work described below to include:

- A. The statement shall include by not necessarily be limited to the offeror's proposed organizational structure and procedures to provide the required services;
- B. Equipment and software to be used;
- C. Expectations regarding the City's responsibilities and contributions under the contract;
- D. Any limitations in delivering all the required services;
- E. Any potential problem areas that might impede the successful implementation of the contract;
- F. Any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror.

FINANCIAL STRENGTH – Total Possible Points: 10

Provide one (1) original (preferred) or copy of your audited and already published financial statements for three (3) annual periods preceding the due date for your Proposal. Please be certain that the statements provided are in the same legal name as that in which you intend to do business with the City and not in the name of parent organizations, or include other subsidiaries. Proponent shall provide

proof from a surety company authorized to issue bonds in the State of Georgia indicating the Proposer's capability to provide adequate performance and payment bonds for this Project.

MWBE PARTICIPATION – Total Possible Points: 15

Commitment in the level of MWBE firms, subcontractors, consultants and employees. Approach to meeting and exceeding the MWBE requirements. History of Minority-owned, Women-owned business utilization. Detail as to dividing total requirements into smaller tasks or quantities to permit maximum participation by MWBE firms.

REFERENCES – Total Possible Points: 5

Please provide at least three (3) governmental references. Proposer must disclose existing governmental contract of similar nature and the term limits of those contracts that are within a 200 mile radius of Tybee Island. Please provide the client's name, address, phone number and the name of a contact person.

FEE SCHEDULE – Total Possible Points: 20

Use fee schedule form and submit with proposal. Quantities are estimates based on projected needs and are for evaluation purposes only. The City reserves the right to authorize tasks to a selected contractor.

INTERVIEWS/PRESENTATIONS (IF REQUIRED) – Total Possible Points: 30

CONTRACT: The successful respondent will be expected to execute a contract within 30 days of notice of award with the first term ending **December 31, 2023**. Contract will be subject to automatic annual renewals for up to two (2) years if no notice is provided by the City up to 6 months prior to term end (December 31). The contract will require compliance with all terms herein and with all regulations necessary for the City to receive appropriate reimbursement of expenditures, including but not limited to, all requirements contained in 2 CFR Sec 200 & Appendix II and any other applicable regulations.

ASSIGNMENT: The PROPOSER shall not assign or transfer any interest of the contract without prior written consent of the City.

PERMITTING, TIPPING FEES & TAXES: The City of Tybee Island shall be responsible for obtaining all permits necessary to complete the work. The City shall cover the cost of tipping fees for all disaster related debris disposed of at landfills by the hauler contractor. FEMA will not reimburse the City the full cost of the landfill tipping fees such as for the taxes collected for other governments by landfill operations; therefore, the hauler contractor must submit all copies of landfill invoices to the City to allow the City to back-off the ineligible tipping fee taxes from the reimbursement request that the City send to FEMA.

QUALIFICATIONS: The contractor must be duly licensed to perform work in accordance with the State of Georgia and all local governments' legal requirements. City of Tybee Island requires disaster debris collection, removal and disposal of specific debris from the City's public and private property and right-of-ways.

RESPONSIBILITIES FOR CLAIMS AND LIABILITY: Except as otherwise provided, the successful proposer agrees to indemnify City of Tybee Island and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent

of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the City of supplies furnished or debris monitoring removal service work performed hereunder.

**ATTACHMENT A
DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

1.A drug-free workplace will be provided for the employees during the performance of the contract; and;

2.Each sub-contractor under the direction of the Contractor shall secure the following written certification: _____

_____(Contractor) certifies to City of Tybee Island that a drug-free workplace will be provided for the employees during the performance of any contract with the City.

Pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the contract.

SIGNATURE

TITLE

COMPANY

DATE

Subscribed and sworn to before me on this ____ day of _____,

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

**ATTACHMENT B
PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men by These Presents, that I (We) _____,
Name

(Herein after "Company") in consideration of the privilege to bid/or propose on the following City of Tybee Island project procurement project for Disaster Recovery Services for specific disaster related damage debris located on the City of Tybee Island's streets, roads, public property, public area and public right-of-ways, Hereby consent, covenant and agree as follows:

1. No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the proposal submitted to City of Tybee Island or the performance of the contract resulting therefrom;
2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with City of Tybee Island;
5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of an incorporated by reference in the contract which this Company may be awarded;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the City to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

TITLE

COMPANY

DATE

**ATTACHMENT C
DISCLOSURE OF RESPONSIBILITY STATEMENT**

Failure to complete and return this information will result in your proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contractor subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of individual Title & Authority

Of _____, declare under oath that
Company Name

The above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

City of _____

Subscribed and sworn to before me on this _____ day of _____,

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

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

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

Federal Work Authorization User Identification Number

BY: Authorized Officer of or Agent
(Contractor Name)

Date of Authorization

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of CITY OF TYBEE ISLAND has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of
Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____(city),
_____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT F
O.C.G.A. § 50-36-1(e)(2) Affidavit

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

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 § *et seq.*) 18 years of age or older and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

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

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

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

Signature of Applicant

Printed Name of Applicant

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT G
RESPONDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor, nor its principals, has not within a three year period been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Tybee Island, Board of Education or local municipality. Proposer agrees that by submitting this proposal that proposer will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the proposer or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

The proposer shall provide immediate written notice to the City of Tybee Island if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the University may render the Offeror nonresponsible. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City of Tybee Island, the City of Tybee Island may terminate the contract resulting from this solicitation for default.

Certification – the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

Purchasing Staff Member Verification

Title _____ Date: _____

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

ATTACHMENT H

**Minority and Women Business Enterprise Program
MBE/WBE Participation Report**

PROPOSER NAME:	
PROJECT NAME:	
DESCRIPTION OF PROJECT:	

NO.	MBE/WBE COMPANY NAME	OWNER'S NAME	ADDRESS, CITY STATE, ZIP	TELEPHONE NUMBER	STATUS
1					
2					
3					
4					
5					
6					

MBE Total _____% WBE Total _____% MBE/WBE
Combined _____%

The undersigned should enter into a formal agreement with MBE/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the City of Tybee Island's City Council.

Signature _____ Print _____

Phone () _____ Fax () _____

**ATTACHMENT I
AFFIDAVIT REGARDING LOBBYING**

Each proposer and all proposed team members and subcontractors must sign this affidavit and the proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

ATTACHMENT J
BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- (a) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE

TITLE

COMPANY

DATE

ATTACHMENT K

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name: _____

Product or Services Provided: _____

Sales Contact Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Address:

Accounts Receivable Information

Contact: _____ Email: _____

Phone: _____ Fax: _____

Remittance Address: _____

Federal Tax Id #: _____

Attach Copy of W-9 and Occupational Tax Certificate

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.
Our terms are net 30

ATTACHMENT L

CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET

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

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

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

SIGNATURE

TITLE

COMPANY

DATE

TELEPHONE

EMAIL

**ATTACHMENT M
PROPOSAL FORM – DISASTER**

TASK	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTALS
2	Eligible ROW Disaster Damaged Vegetative Debris Removal Work consists of collection and transportation of Eligible vegetative debris on the Public or Private Property ROW to a City approved Temporary Staging Site (TSS) or City designated Final Disposal Site (FDS).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	200,000		
	Major Disaster (Category 3-4 Hurricane)	1,000,000		
2	TSS Management and reduction of Vegetative Disaster Debris Through Open or Enhanced (Force Air) Burning Work consists of management and operation of TSS locations for the reduction of Eligible disaster related debris through air curtain incineration.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	200,000		
	Major Disaster (Category 3-4 Hurricane)	1,000,000		
2	Haul-out of Vegetative Disaster Damaged Debris Through Grinding to a City Designated Final Disposal Site. Work consists of loading and transporting reduced eligible disaster related debris at a City approved TSS locations to a City designated Final Disposition Site. Tipping fees shall be a pass through to the City.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	200,000		
	Major Disaster (Category 3-4 Hurricane)	1,000,000		
8	TSS Management and Reduction of Vegetative Disaster Debris through grinding. Work consists of management and operation of TSS locations for the reduction of Eligible disaster related debris through grinding.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	200,000		
	Major Disaster (Category 3-4 Hurricane)	1,000,000		
1	Eligible ROW Disaster Debris Construction & Demolition Debris Removal. Work consists of collection and transportation of eligible C&D debris on the City ROW to a City designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	50,000		
	Major Disaster (Category 3-4 Hurricane)	300,000		
1	TSS Management and reduction of Construction & Demolition Disaster Debris Through Grinding. Work consists of management and operation of TSS locations for the reduction of Eligible disaster related debris through grinding	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	50,000		
	Major Disaster (Category 3-4 Hurricane)	300,000		

1	Haul out of Construction & Demolition Disaster Debris Reduced by Grinding to a City Designated Final Disposal Site. Work consists of loading and transporting reduced Eligible disaster at a City approved location to a City Designated Final Disposal Site. Tipping fees shall be a pass through cost to the City.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	50,000		
	Major Disaster (Category 3-4 Hurricane)	300,000		
3	Eligible Household Hazardous Waste Removal, Transport and Disposal. Work consists of removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
	Liquid Type of Hazardous Waste	500		
3	Eligible Household Hazardous Waste Removal, Transport and Disposal. Work consists of removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Pound	Total
	Solid Type of Hazardous Waste	500		
3	Eligible White Goods Disaster Debris Removal (Collect and Haul). Work consists removal of Eligible white goods from the ROW to a designated City approved TSS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated City approved TSS location to a City designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250		
	Washers, dryers, stoves, ovens, AC units hot water heaters	500		
6	Eligible Electronic Scarp (E-Scrap) Item Removal. Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specific in writing by the City.	Estimated Quantity	\$ Per Pound	Total
		1,000		
7	Eligible Dead Animals. Work consists of the recovery and disposal of dead animals.	Estimated Quantity	\$ Per Unit	Total
		300		
4	Other Eligible Disaster Debris Removal	Estimated Quantity	\$ Per Cubic Yard	Total
	Work consists of Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster.	25,000		
GRAND TOTAL				

Removal of eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps of more than 2 ft in diameter or with 50% of more of its root ball exposed, and transporting resulting debris to a City Designated Final Disposal Site.	\$ Per Stump
24.1 inches to 36.99 inch diameter Eligible Stump	
37 inch to 48.99 inch diameter Eligible Stump	
49 inch and larger diameter Eligible Stump	
Reduction of Tree Stump Debris Through Grinding Work consists of reduction of eligible disaster related Tree Stump debris through grinding.	\$ Per Cubic Yard
Haul-out of Stump Removal Debris Reduced by Grinding to a City Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris to a City Designated Final Disposal Site. Tipping fees shall be a pass through cost to City	\$ Per Cubic Yard
Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing and disposing eligible hazardous leaning trees or hanging limbs	\$ Per Tree
6 inch to 12.99 inch diameter Eligible Leaning Tree	
13 inch to 24.99 inch diameter Eligible Leaning Tree	
25 inch to 36.99 inch diameter Eligible Leaning Tree	
37 inch to 48.99 inch diameter Eligible Leaning Tree	
49 inch and larger diameter Eligible Leaning Tree	
(Per tree) Removal of Eligible Hanging Limbs >2"	

Service Description	HOURLY RATE
Personnel & Equipment (Operator, fuel, maintenance included)	
Small Loader or Large. Skid steer, (Push machine, wheeled or rubber tracked)	
Knuckle boom Loader Truck (Self-Loading 25-35 CY)	
Dump Truck (16 to 24 CY)	
Supervisor with Truck (1man, will assist toss operations)	
Operators with Chainsaw (2 or 1 man crew, cut and toss)	
Laborer with Tools (1 man, toss)	
Traffic Control/Safety Personnel (2 man crew, as needed)	
Total Hourly	

**ATTACHMENT N
CHECKLIST FOR SUBMITTING PROPOSAL**

Sign below and submit this sheet with your proposal

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

COVER/INTRODUCTION LETTER _____

(3) REFERENCES AS REQUESTED IN SUBMISSION INSTRUCTIONS _____

OCCUPATIONAL TAX CERTIFICATE AND W-9 _____

PROPOSAL BOND _____

ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS _____

ATTACHMENTS TO THE PROPOSAL:

A. DRUG FREE WORKPLACE CERTIFICATION _____

B. NONDISCRIMINATION STATEMENT _____

C. DISCLOSURE OF RESPONSIBILITY STATEMENT _____

D. CONTRACTOR AFFIDAVIT _____

E. SUBCONTRACTOR AFFIDAVIT _____

F. IMMIGRATION & SECURITY FORM – S.A.V.E _____

G. DEBARMENT FORM _____

H. MINORITY BUSINESS REPORT _____

I. LOBBYING AFFIDAVIT _____

J. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE CERTIFICATION _____

K. VENDOR INFORMATION _____

L. SIGNATURE SHEET _____

M. PROPOSAL SHEET _____

N. RFP CHECKLIST _____

NAME

TITLE

COMPANY NAME

ADDRESS

CITY STATE ZIP

EMAIL

PHONE NUMBER

SIGNATURE

DATE

**ATTACHMENT M
PROPOSAL FORM – DISASTER**

TASK	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTALS
2	Eligible ROW Disaster Damaged Vegetative Debris Removal Work consists of collection and transportation of Eligible vegetative debris on the Public or Private Property ROW to a City approved Temporary Staging Site (TSS) or City designated Final Disposal Site (FDS).	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	200,000	\$8.50	\$1,700,000.00
	Major Disaster (Category 3-4 Hurricane)	1,000,000	\$7.95	\$7,950,000.00
2	TSS Management and reduction of Vegetative Disaster Debris Through Open or Enhanced (Force Air) Burning Work consists of management and operation of TSS locations for the reduction of Eligible disaster related debris though air curtain incineration.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	200,000	\$2.75	\$550,000.00
	Major Disaster (Category 3-4 Hurricane)	1,000,000	\$2.50	\$2,500,000.00
2	Haul-out of Vegetative Disaster Damaged Debris Through Grinding to a City Designated Final Disposal Site. Work consists of loading and transporting reduced eligible disaster related debris at a City approved TSS locations to a City designated Final Disposition Site. Tipping fees shall be a pass through to the City.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	200,000	\$4.50	\$900,000.00
	Major Disaster (Category 3-4 Hurricane)	1,000,000	\$3.75	\$3,750,000.00
8	TSS Management and Reduction of Vegetative Disaster Debris through grinding. Work consists of management and operation of TSS locations for the reduction of Eligible disaster related debris though grinding.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	200,000	\$4.50	\$900,000.00
	Major Disaster (Category 3-4 Hurricane)	1,000,000	\$4.15	\$4,150,000.00
1	Eligible ROW Disaster Debris Construction & Demolition Debris Removal. Work consists of collection and transportation of eligible C&D debris on the City ROW to a City designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	50,000	\$10.60	\$530,000.00
	Major Disaster (Category 3-4 Hurricane)	300,000	\$9.70	\$2,910,000.00
1	TSS Management and reduction of Construction & Demolition Disaster Debris Through Grinding. Work consists of management and operation of TSS locations for the reduction of Eligible disaster related debris though grinding	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	50,000	\$4.00	\$200,000.00
	Major Disaster (Category 3-4 Hurricane)	300,000	\$3.60	\$1,080,000.00

1	Haul out of Construction & Demolition Disaster Debris Reduced by Grinding to a City Designated Final Disposal Site. Work consists of loading and transporting reduced Eligible disaster at a City approved location to a City Designated Final Disposal Site. Tipping fees shall be a pass through cost to the City.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
	Minor Disaster (Tornado\Category 1-2 Hurricane)	50,000	\$5.50	\$275,000.00
	Major Disaster (Category 3-4 Hurricane)	300,000	\$4.80	\$1,440,000.00
3	Eligible Household Hazardous Waste Removal, Transport and Disposal. Work consists of removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
	Liquid Type of Hazardous Waste	500	\$32.00	\$16,000.00
3	Eligible Household Hazardous Waste Removal, Transport and Disposal. Work consists of removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Pound	Total
	Solid Type of Hazardous Waste	500	\$8.00	\$4,000.00
3	Eligible White Goods Disaster Debris Removal (Collect and Haul). Work consists removal of Eligible white goods from the ROW to a designated City approved TSS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated City approved TSS location to a City designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250	\$85.00	\$21,250.00
	Washers, dryers, stoves, ovens, AC units hot water heaters	500	\$45.00	\$22,500.00
6	Eligible Electronic Scarp (E-Scrap) Item Removal. Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specific in writing by the City.	Estimated Quantity	\$ Per Pound	Total
		1,000	\$8.00	\$8,000.00
7	Eligible Dead Animals. Work consists of the recovery and disposal of dead animals.	Estimated Quantity	\$ Per Unit	Total
		300	\$25.00	\$7,500.00
4	Other Eligible Disaster Debris Removal	Estimated Quantity	\$ Per Cubic Yard	Total
	Work consists of Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster.	25,000	\$18.60	\$465,000.00
GRAND TOTAL				\$29,379,250.00

Removal of eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps of more than 2 ft in diameter or with 50% of more of its root ball exposed, and transporting resulting debris to a City Designated Final Disposal Site.	\$ Per Stump
24.1 inches to 36.99 inch diameter Eligible Stump	\$400.00
37 inch to 48.99 inch diameter Eligible Stump	\$500.00
49 inch and larger diameter Eligible Stump	\$600.00
Reduction of Tree Stump Debris Through Grinding Work consists of reduction of eligible disaster related Tree Stump debris through grinding.	\$ Per Cubic Yard
	\$32.00
Haul-out of Stump Removal Debris Reduced by Grinding to a City Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris to a City Designated Final Disposal Site. Tipping fees shall be a pass through cost to City	\$ Per Cubic Yard
	\$6.00
Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs Work consists of removing and disposing eligible hazardous leaning trees or hanging limbs	\$ Per Tree
6 inch to 12.99 inch diameter Eligible Leaning Tree	\$275.00
13 inch to 24.99 inch diameter Eligible Leaning Tree	\$550.00
25 inch to 36.99 inch diameter Eligible Leaning Tree	\$750.00
37 inch to 48.99 inch diameter Eligible Leaning Tree	\$1,100.00
49 inch and larger diameter Eligible Leaning Tree	\$1,300.00
(Per tree) Removal of Eligible Hanging Limbs >2"	\$215.00

Service Description	HOURLY RATE
Personnel & Equipment (Operator, fuel, maintenance included)	
Small Loader or Large. Skid steer, (Push machine, wheeled or rubber tracked)	\$135.00
Knuckle boom Loader Truck (Self-Loading 25-35 CY)	\$260.00
Dump Truck (16 to 24 CY)	\$105.00
Supervisor with Truck (1man, will assist toss operations)	\$90.00
Operators with Chainsaw, (2 or 1 man crew, cut and toss) 1 man	\$48.00 per hour
Laborer with Tools (1 man, toss)	\$40.00
Traffic Control/Safety Personnel (2 man crew, as needed)	\$60.00
Total Hourly	\$738.00

CrowderGulf Additional Offered Rates and/or Possible Missing Items from Attachment M – Proposal Form – Disaster

Task 2 - TSS Management and reduction of Vegetative Disaster Debris Through Open or Enhanced (Force Air) Burning Work consists of management and operation of TSS locations for the reduction of Eligible disaster related debris through air curtain incineration.

- Haul out of Ash from DMS to Final Disposal = \$6.00 per Cubic Yard.

Task 2 - Haul-out of Vegetative Disaster Damaged Debris Through Grinding to a City Designated Final Disposal Site. Work consists of loading and transporting reduced eligible disaster related debris at a City approved TSS locations to a City designated Final Disposition Site. Tipping fees shall be a pass through to the City.

- Rate is for up to 30 miles – for miles over 30 please add \$0.50 per CY per Mile.

Task 1 - Eligible ROW Disaster Debris Construction & Demolition Debris Removal. Work consists of collection and transportation of eligible C&D debris on the City ROW to a City designated Final Disposal Site.

- Tipping / Disposal Fees will be a pass through cost at no markup to client.

Task 1 - TSS Management and reduction of Construction & Demolition Disaster Debris Through Grinding. Work consists of management and operation of TSS locations for the reduction of Eligible disaster related debris through grinding.

- CrowderGulf will also honor this rate for compaction.

Task 1 - Haul out of Construction & Demolition Disaster Debris Reduced by Grinding to a City Designated Final Disposal Site. Work consists of loading and transporting reduced Eligible disaster at a City approved location to a City Designated Final Disposal Site. Tipping fees shall be a pass through cost to the City.

- Rate is for up to 30 miles – for miles over 30 please add \$0.50 per CY per Mile.

Equipment / Personnel – Service Description

- Rubber tire loader with operator = \$175.00 per hour

NOTE: For all line items, disposal / tipping fees will be a pass through cost to client at no markup.

File Attachments for Item:

11. Fireworks MOU with Savannah Chamber



MEMORANDUM OF UNDERSTANDING

This understanding is made between The City of Tybee Main Street program, and the Savannah Area Chamber of Commerce.

UNDERSTANDING PURPOSE

To share the responsibility of the annual fireworks display for Labor Day 2023 and New Years Eve 2023 between the Main Street Program and the Savannah Area Chamber of Commerce for the purposes of cost sharing.

UNDERSTANDING PERIOD

This understanding will last until the end of the City of Tybee fiscal year, June 30, 2024. It is subject to renewal contingent City Council approval.

RESPONSIBILITIES

Tybee Island Main Street will:

1. Work with and hire the firework/display vendor for the show.
2. Complete annual special event application for the firework displays.
3. Work with various city staff for planning purposes.

The Savannah Area Chamber of Commerce will:

1. Pay the contracted amount in full for the firework, or any other display vendor, for the Labor Day and New Years Eve firework shows.

TERMINATION

This MOU shall terminate on June 30, 2024, unless a Renewal Amendment to this MOA or a new MOA is executed by the Signatory Parties, which also contains the effective and expiration dates. This MOU may be canceled upon 30 calendar days written notice by either party.

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year last written below.

By: _____

Savannah Area Chamber of Commerce

Date: _____

By: _____

Tybee Island Main Street

Date: _____

File Attachments for Item:

12. Purchase Backhoe Loader, FY 2023, DPW Capital Outlay Project, \$99,500.00, 350-4210-2500



AGENDA ITEM

CITY COUNCIL MEETING: April 27

In the FY2023 City of Tybee Island approved budget, the Department of Public Works (DPW) budgeted for various capital projects and improvements that will not be able to be completed due to extenuating circumstances. To lessen the budget impact of the FY2024 budget, DPW would like to use some of the excess funds from the FY2023 budget to purchase a new backhoe loader. The current DPW backhoe loader has reached the end of its useful life and was budgeted in FY2024 for replacement. Due to the urgent need to replace the failing backhoe loader, DPW requested quotes from dealerships for existing backhoe loaders that are currently in stock and can be delivered in a timely manner.

Funding for this backhoe loader will use some of the excess funds in the DPW Capital Outlay in the City of Tybee Island's Fiscal Year 2023 approved budget, adopted June 23, 2022. The overall budget for DPW Capital Outlay Project is \$742,400.00. To date DPW has spent \$345,372.00 on projects and improvements. Projects and improvements currently being completed have ear-marked approximately another \$200,000 leaving a balance of approximately \$197,000 in this account. The cost of the backhoe loader was \$99,500.00 which and will be a Capital purchase under account number 350-4210-54-2500.

Based on the current condition of the existing DPW backhoe loader, I would recommend the purchase of the John Deere 320-P Tier backhoe loader from Dobbs Equipment out of Savannah, Georgia in the amount of \$99,500.00.

ATTACHMENTS

[Backhoe Quotes.pdf](#)
[Dobbs Equipment Quote.pdf](#)
[Low County Machinery Quote.pdf](#)
[Yancey Brothers Quote.pdf](#)
[Award Memo for DPW Backhoe.docx](#)

BIDS FOR NEW BACKHOE LOADER FOR DPW

COMPANY	BACK HOE MODEL	WARRANTY	MEETS SPECIFICATIONS	BASE BID	TRADE IN ALLOWANCE FOR 2014 JOHN DEERE	TOTAL COST
Dobbs Equipment (John Deere)	John Deere 320-P Tier	24-Month 2,000 Hours	YES	\$124,500.00	\$25,000.00	\$99,500.00
Savannah, GA 31408	Backhoe Loader	on Full Machine				
Low Country Machinery (JCB)	JCB	24-Month	YES	\$121,600.00	\$22,000.00	\$99,600.00
1008 Highway 80 East	3CX-15 Super	2,000 Hours				
Pooler, GA 31322	Backhoe Loader					
Yancey Brothers Company (Caterpillar)	Cat 420	12 Months	YES	\$137,678.00	\$26,500.00	\$111,178.00
1465 Highway 80 East	Backhoe Loader	Unlimited Hours				
Pooler, GA 31322						

Quote Id: 28542520

Prepared For:
CITY OF TYBEE

DOBBS

EQUIPMENT

Prepared By: **DONNIE CROSBY**

Dobbs Equipment
50 Morgan Industrial Blvd
Savannah, GA 31408

Tel: 912-964-7370

Fax: 912-964-1822

Email: donnie.crosby@dobbsequipment.com

Date: 06 April 2023

Offer Expires: 28 April 2023

Quote Summary

Prepared For:
 CITY OF TYBEE
 PO BOX 128
 TYBEE ISLAND, GA 31328

Prepared By:
 DONNIE CROSBY
 Dobbs Equipment
 50 Morgan Industrial Blvd
 Savannah, GA 31408
 Phone: 912-964-7370
 donnie.crosby@dobbsequipment.com

Quote Id: 28542520
Created On: 06 April 2023
Last Modified On: 17 April 2023
Expiration Date: 28 April 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 320 P-Tier Backhoe Loader	\$ 124,500.00 X	1 =	\$ 124,500.00
John Deere Extended Warranty-24/2000 Full Machine warranty	\$ 0.00 X	1 =	\$ 0.00

Equipment Total **\$ 124,500.00**

Trade In Summary	Qty	Each	Extended
2014 JOHN DEERE 310SK - 1T0310SKKEE270072	1	\$ 25,000.00	\$ 25,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 25,000.00

Trade In Total **\$ 25,000.00**

Quote Summary	
Equipment Total	\$ 124,500.00
Trade In	\$ (25,000.00)
SubTotal	\$ 99,500.00
Total	\$ 99,500.00
Balance Due	\$ 99,500.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 28542520

Customer: CITY OF TYBEE

JOHN DEERE 320 P-Tier Backhoe Loader

Hours:

Stock Number:

Code	Description	Qty
17C0T	320 P-tier Backhoe Loader	1
Standard Options - Per Unit		
10A1	Custom Code - Quarter Cab (Window in Front)	1
183E	JDLINK™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
4006	John Deere 4.5L - FT4/Stage IV	1
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1
6152	Single Battery with Disconnect and Jump Post	1
6572	Heavy-Duty Bumper - For Machines without a Front Counterweight	1
6752	Extendible Dipperstick	1
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1
7028	Pilot Controls, Two Lever, with Pattern Selection	1
7041	Loader Coupler, Three-Function Hydraulics, Single Lever	1
7703	Deere Standard Quick Coupler - 37 in. Thumb Ready	1
7806	24 in. (610 mm.) Wide, Heavy-Duty, 7.5 cu. ft. (0.21 cu. m.) Bucket	1
7863	92 in. (2.34 m.) Wide, 1.31 cu. yd. (1.0 cu. m.) Multi-Purpose Coupler Bucket	1
8131	Heavy-Duty Stabilizer Pads	1
Dealer Attachments		
AT308138	Forks, Pallet (2) 48 in.(1.22m) with 60 in. (1.52m) Coupler Fork Carriage	1
Service Agreements		
	John Deere Extended Warranty - 24/2000 Full Machine warranty	

320 P

Backhoe Loader



JOHN DEERE





READY TO RUN IN THE REAL WORLD

When owners and operators just like you — the people who know what customers need for their operations to succeed — weighed in on our latest backhoe loaders, we heeded the real-world feedback. You asked for one machine that capably completes the work of two. A powerful overachiever with outstanding loader performance, backhoe capability, and multifunction versatility. And packed with productivity-elevating options including Heavy Lift (HL) to match the application. Meet the 320 P-Tier Backhoe Loader, a standout multitasker ready to run — and get more done — in any corner of the working world.

320 P-TIER BACKHOE LOADER

FEATURES

Powerful engine technology

Rugged EPA Final Tier 4 (FT4)/EU Stage IV John Deere PowerTech EWL engine boosts power, torque, and reliability compared to previous models. Simple two-valve cylinder-head, wet-sleeve design with replaceable cylinder liners provides uniform cooling and aids in reducing oil breakdown and ring wear. Filters have been redesigned and relocated for easier servicing over earlier models.

Elevated experience

Pressure-compensated, load-sensing (PCLS) hydraulics provide excellent multi-functioning, smooth machine control, and up to 15-percent greater craning capacity with Lift Mode, collectively providing a distinctive operator experience and unmatched machine performance. Trenching operation can be conducted at a lower engine rpm, reducing fuel consumption and jobsite noise.

Forward thinking

When enabled on the sealed-switch module, AutoShift automatically shifts the PowerShift™ transmission to the appropriate gear. Simply set the control lever to the highest gear desired, and the transmission will optimally shift based on engine rpm and ground speed. Included in the base machine configuration, AutoShift enhances operator ease of use during extended transport or load-and-carry applications.

Always on the move

Limited-slip mechanical-front-wheel drive (MFWD) delivers sure-footed traction in any ground condition. Engage momentary MFWD "on the fly" with a touch of a button on the loader control.

Do some heavy lifting

New Heavy Lift (HL) option includes larger rear structures and hydraulic cylinders that increase lifting capacities and breakout forces up to 25 percent.



POWERTECH™ EWL ENGINE
FEATURES RELOCATED FILTERS
FOR EASY SERVICE ACCESS

Control the ride and the load

Auto ride control eliminates the need to manually turn the feature on and off during load-and-carry applications, enhancing the operator's ease of use. When activated, front loader cylinders function as a shock absorber, smoothing the ride over rough terrain and reducing material spillage. On/Off functionality is controlled by ground speed and can be adjusted by the operator in the cab's display monitor.

Save fuel with economy mode

Standard economy mode can be configured separately between loader and backhoe functions. Activate economy mode for backhoe functions while retaining full power for loader functions. This helps maximize fuel usage in lighter-work applications with minimal effect on machine performance.

It all looks good from here

Spacious operator station is loaded with creature comforts including an efficient HVAC system, choice of adjustable mechanical or air-suspension seat, and optional premium radio with Bluetooth® and auxiliary input. Sightlines to the loader bucket corners over the sloped hood are clear.

Take it easy

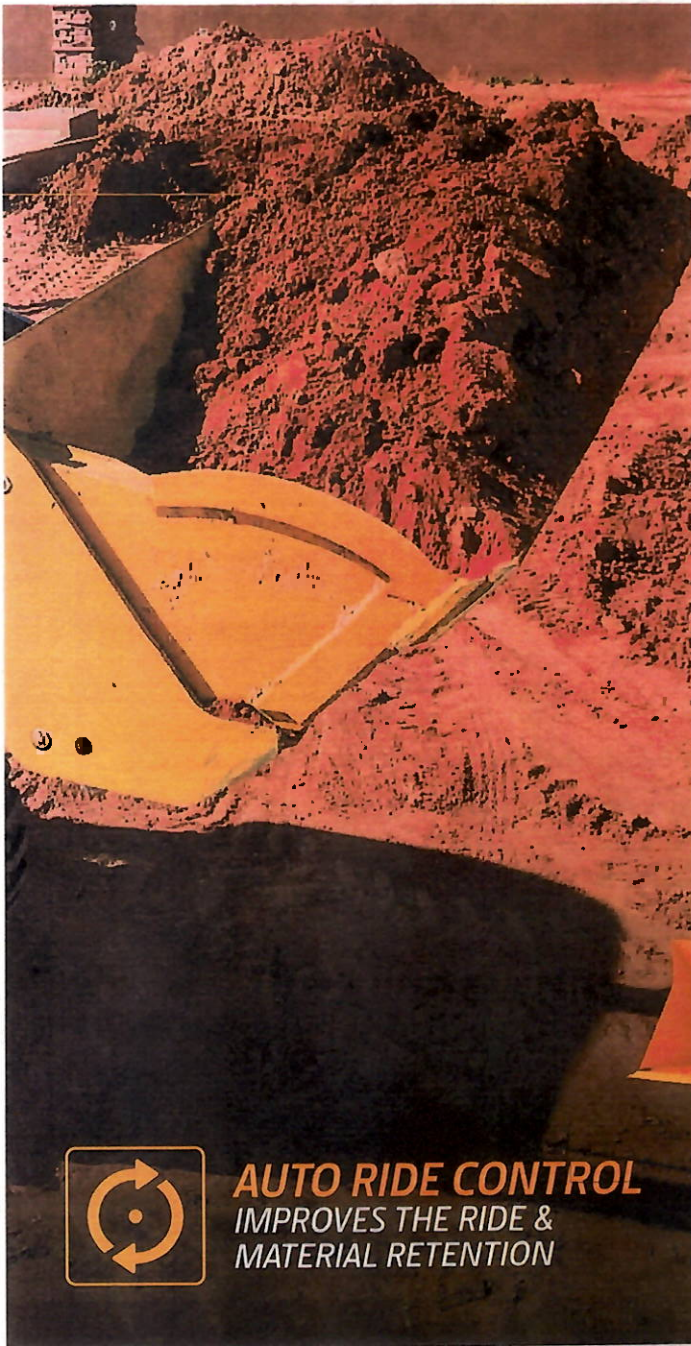
Enhanced "palm-on-top" loader-control grip is intuitive and easy to use. Redesigned loader-lever linkage reduces resistance and improves its throw and feel, decreasing lever travel by up to 15 percent.

Hit the ground running

Same-side ground-level service points speed daily checks and fills. Other commonsense features such as quick-change filters, extended service intervals, simple-to-read sight gauges, and easy-access grease zerks help increase uptime.



320 P-TIER BACKHOE LOADER



AUTO RIDE CONTROL
IMPROVES THE RIDE &
MATERIAL RETENTION

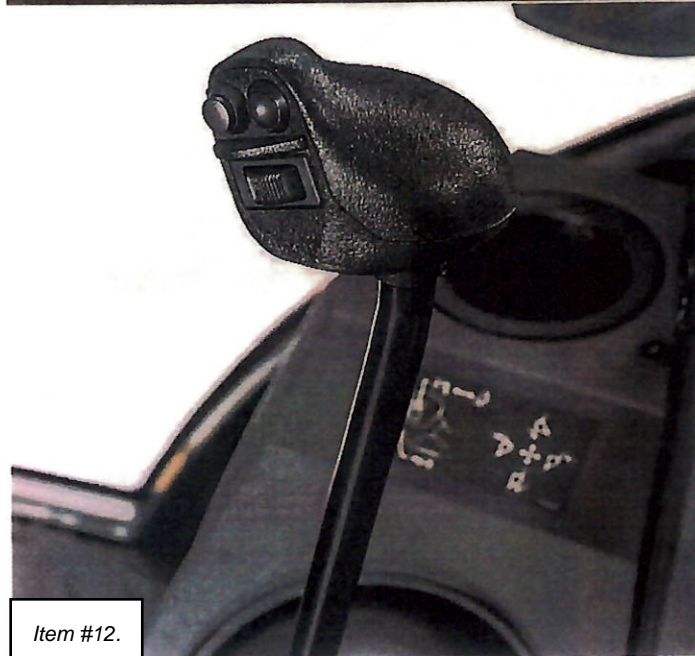


Precision Construction

From grade management and obstacle detection to product automation features and jobsite intelligence, this suite of construction technology delivers productivity solutions to help you get more done, more efficiently.

John Deere construction equipment comes with in-base connectivity — free from subscriptions or annual renewals. Analyze critical machine data, track utilization, review diagnostic alerts, and more from **the John Deere Operations Center™**. The Operations Center also enables **John Deere Connected Support™**, which uses data from thousands of connected machines to proactively address issues before they arise. Your dealer can also remotely monitor machine health, diagnose problems, and even update machine software without a trip to the jobsite.*

*Availability varies by region and product. Options not available in every country.



320

P

320 P-TIER BACKHOE LOADER SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Engine	320 P-TIER	
Manufacturer and Model	John Deere PowerTech™ EWL 4.5L turbocharged	
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	
Displacement	4.5 L (276 cu. in.)	
Gross Peak Power	86 kW (115 hp) at 1,900 rpm	
Net Peak Power (ISO 9249)	84 kW (113 hp) at 1,900 rpm	
Net Peak Torque (ISO 9249)	459 Nm (339 lb.-ft.) at 1,600 rpm	
Net Torque Rise	30%	
Lubrication	Pressure system with spin-on filter and cooler	
Air Cleaner	Dual-stage dry type with safety element and evacuator valve	
Cooling		
Fan Type	Electronically controlled, variable-rate, suction-type cooling fan standard	
Engine Coolant Rating	-40 deg. C (-40 deg. F)	
Engine Oil Cooler	Oil to water	
Powertrain		
Transmission	5-speed, helical-cut gears, full PowerShift™ transmission with hydraulic reverser standard; electric clutch cutoff on loader lever; AutoShift transmission standard	
Torque Converter	Single stage, dual phase with 2.63:1 stall ratio, 280 mm (11 in.)	
PowerShift Standard Transmission		
Maximum Travel Speeds With Standard Engine,		
With 19.5L-24 Rear Tires	<i>Forward</i>	<i>Reverse</i>
Gear 1	5.4 km/h (3.4 mph)	6.8 km/h (4.2 mph)
Gear 2	10.0 km/h (6.2 mph)	12.6 km/h (7.8 mph)
Gear 3	20.5 km/h (12.7 mph)	20.2 km/h (12.6 mph)
Gear 4	37.3 km/h (23.2 mph)	—
Gear 5	40.0 km/h (24.9 mph)	—
Axles		
Axle Oscillation, Stop to Stop, Front Axle	22 deg.	
Axle Ratings	<i>Front</i>	<i>Rear</i>
SAE J43	5500 kg (12,100 lb.)	7000 kg (15,400 lb.)
Dynamic	9000 kg (19,800 lb.)	10 000 kg (22,000 lb.)
Static	26 500 kg (58,400 lb.)	26 500 kg (58,400 lb.)
Ultimate	43 500 kg (95,900 lb.)	43 500 kg (95,900 lb.)
Differentials		
Mechanical-Front-Wheel-Drive (MFWD) Axle	Automatic, limited-slip traction control	
Rear Axle	Foot actuated, hydraulically engaged 100% mechanical lock	
Steering (ISO 5010)	Hydrostatic power steering and emergency steering	
Axle	<i>MFWD</i>	<i>Non-Powered Front</i>
Curb-Turning Radius		
With Brakes	3.52 m (11 ft. 7 in.)	3.45 m (11 ft. 4 in.)
Without Brakes	4.02 m (13 ft. 2 in.)	3.90 m (12 ft. 10 in.)
Bucket-Clearance Circle		
With Brakes	10.10 m (33 ft. 0 in.)	10.00 m (32 ft. 9 in.)
Without Brakes	10.80 m (35 ft. 6 in.)	10.70 m (35 ft. 0 in.)
Steering Wheel Turns (lock to lock)	2.6 to 3.6	3.1 to 4.3
MFWD Axle	Heavy duty, outboard planetary final drives distribute shock loads over 3 gears	
Rear Axle	Heavy duty, outboard planetary final drives distribute shock loads over 4 gears	
Brakes (ISO 3450)		
Service	Power assisted, hydraulic wet disc, mounted inboard, self-adjusting and self-equalizing	
Parking	Spring applied, hydraulically released, wet, multi-disc, independent of service brakes with electric switch control	
Hydraulics		
Main Pump	Pressure compensated load sensing (PCLS), axial-piston pump	
Pump Flow at 2,200 rpm, Backhoe and Loader	163 L/m (43 gpm)	
System Relief Pressure		
Backhoe	24 993 kPa (3,625 psi)	
Lift Mode	27 579 kPa (4,000 psi)	
Loader	24 993 kPa (3,625 psi)	
Controls		
Backhoe	2-lever mechanical standard; pilot controls with pattern select with electrohydraulic (EH) auxiliary functions optional	
Loader	Single-lever control with electric clutch cutoff switch and MFWD (momentary) standard; single-lever control with electric clutch cutoff switch, EH proportional auxiliary roller, MFWD (momentary), and transmission quick-shift optional	

320 P-TIER BACKHOE LOADER SPECIFICATIONS

320

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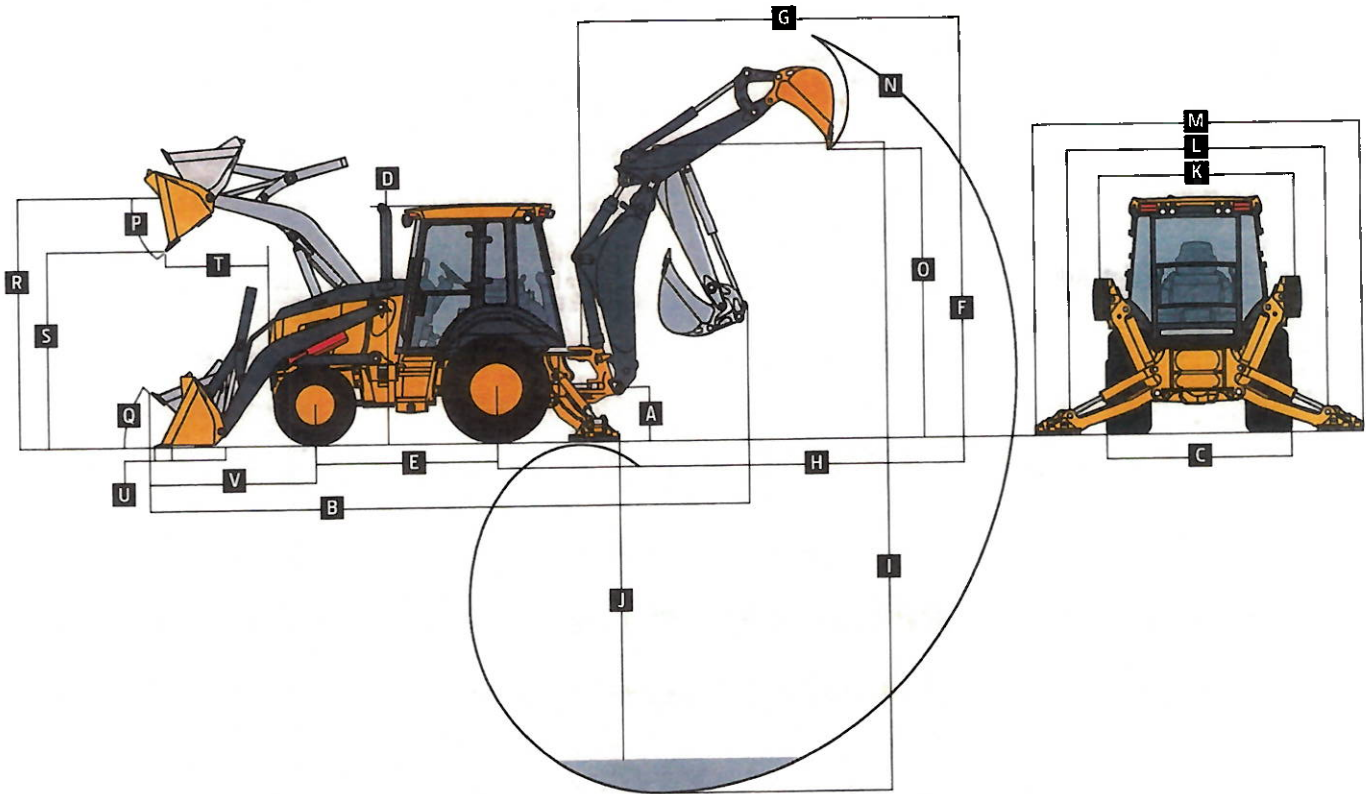
While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Cylinders		320 P-TIER	
Heat-treated, chrome-plated, polished rods; hardened steel (replaceable bushings) pivot pins			
	<i>Bore</i>	<i>Rod Diameter</i>	<i>Stroke</i>
Loader Boom (2)	80 mm (3.15 in.)	50 mm (1.97 in.)	789 mm (31.08 in.)
Loader Bucket (1)	90 mm (3.54 in.)	50 mm (1.97 in.)	744 mm (29.29 in.)
Backhoe Boom (1)	120 mm (4.72 in.)	56 mm (2.20 in.)	794 mm (31.26 in.)
Heavy-Lift (HL) Option	125 mm (4.92 in.)	63 mm (2.48 in.)	887 mm (34.92 in.)
Backhoe Crowd (1)	115 mm (4.53 in.)	63 mm (2.48 in.)	602.5 mm (23.72 in.)
HL Option	120 mm (4.72 in.)	63 mm (2.48 in.)	591 mm (23.27 in.)
Backhoe Bucket (1)	90 mm (3.54 in.)	56 mm (2.20 in.)	810 mm (31.89 in.)
Heavy-Duty Option	100 mm (3.94 in.)	63 mm (2.48 in.)	810 mm (31.89 in.)
HL Option	100 mm (3.94 in.)	63 mm (2.48 in.)	810 mm (31.89 in.)
Backhoe Swing (2)	90 mm (3.54 in.)	50 mm (1.97 in.)	278 mm (10.94 in.)
Backhoe Extendable Dipperstick (1)	70 mm (2.76 in.)	40 mm (1.57 in.)	1062 mm (41.81 in.)
HL Option	80 mm (3.15 in.)	45 mm (1.77 in.)	1062 mm (41.81 in.)
Backhoe Stabilizer (2)			
Standard	90 mm (3.54 in.)	50 mm (1.97 in.)	500 mm (19.69 in.)
Extended Optional	100 mm (3.94 in.)	50 mm (1.97 in.)	500 mm (19.69 in.)
HL Option Extended	100 mm (3.94 in.)	50 mm (1.97 in.)	500 mm (19.69 in.)
Non-Powered Axle (1)	70 mm (2.76 in.)	42 mm (1.65 in.)	210 mm (8.27 in.)
MFWD (1)	65 mm (2.56 in.)	40 mm (1.57 in.)	210 mm (8.27 in.)
Electrical			
Voltage	12 volt		
Alternator Rating	145 amp		
Lights	10 halogen: 4 front, 4 rear, and 2 side docking (32,500 candlepower each); turn signals and flashers: 2 front and 2 rear; stop- and taillights; and 2 rear reflectors; factory-installed option for 2 LED spotlights and 8 LED floodlights in lieu of standard halogen light package		
Operator Station			
Type (ISO 3471)	Fully enclosed cab, isolation mounted, ROPS/FOPS, left/right access, with molded roof; optional quarter cab (front glass only) and canopy		
Tires/Wheels			
	<i>Front</i>	<i>Rear</i>	
Non-Powered Front Axle	12.5/80-18 F3 (12) 14.5/75-16.1 F3 (16)	19.5L-24 R4 (12) 19.5L-24 R4 (12)	
With MFWD	12.5/80-18 I3 (12) 12.5/80-18 R4 (10) 12.5/80-18 I3 (12) 12.5/80-18 R4 (10) 340/80R18 XMCL 340/80R18 550 340/80R18 580	19.5L-24 R4 (10) 19.5L-24 R4 (12) 21L-24 R4 (12) 21L-24 R4 (12) 500/70R24 XMCL 500/70R24 550 500/70R24 580	
Serviceability			
Refill Capacities		Refill Capacities (continued)	
Cooling System		Diesel Exhaust Fluid (DEF) Tank	13.7 L (3.6 gal.)
Cab	27.5 L (29.1 qt.)	Hydraulic System	126.8 L (33.5 gal.)
Canopy	25.7 L (27.2 qt.)	Hydraulic Reservoir	45.0 L (11.9 gal.)
Rear Axle	18.0 L (19.0 qt.)	MFWD Axle	
Engine Oil (including vertical spin-on filter)	13.0 L (13.7 qt.)	Differential Housing	6.5 L (6.9 qt.)
Torque Converter and Transmission	15.1 L (16.0 qt.)	Planetary (each)	0.9 L (1.0 qt.)
Fuel Tank (with ground-level fueling)	128.7 L (34.0 gal.)		
Operating Weights		320 P-TIER HEAVY-LIFT (HL) OPTION	
With Full Fuel Tank, 75-kg (165 lb.) Operator, Standard Equipment, Canopy, and Bumper	7146 kg (15,754 lb.)	7375 kg (16,571 lb.)	
Typical With Cab and Extendable Dipperstick			
340-kg (750 lb.) Counterweight	7908 kg (17,434 lb.)	—	
454-kg (1,000 lb.) Counterweight	—	8320 kg (18,342 lb.)	
Optional Components (weight difference between base equipment and option)			
Cab	284 kg (626 lb.)	284 kg (626 lb.)	
MFWD With Tires	137 kg (302 lb.)	137 kg (302 lb.)	
Extendable Dipperstick	138 kg (304 lb.)	207 kg (456 lb.)	
Front Loader Coupler	145 kg (320 lb.)	145 kg (320 lb.)	
Backhoe Bucket Coupler	120 kg (265 lb.)	120 kg (265 lb.)	

320 P-TIER

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Overall Dimensions	320 P-TIER	320 P-TIER HEAVY-LIFT (HL) OPTION
A Ground Clearance, Minimum	330 mm (13 in.)	310 mm (12 in.)
B Overall Length, Transport	7.28 m (23 ft. 11 in.)	7.37 m (24 ft. 2 in.)
C Width Over Tires	2.20 m (7 ft. 3 in.)	2.34 m (7 ft. 8 in.)
D Height to Top of ROPS/Cab	2.79 m (9 ft. 2 in.)	2.81 m (9 ft. 3 in.)
E Length From Axle to Axle		
Non-Powered Front Axle	2.16 m (7 ft. 1 in.)	2.16 m (7 ft. 1 in.)
MFWD Axle	2.19 m (7 ft. 2 in.)	2.19 m (7 ft. 2 in.)

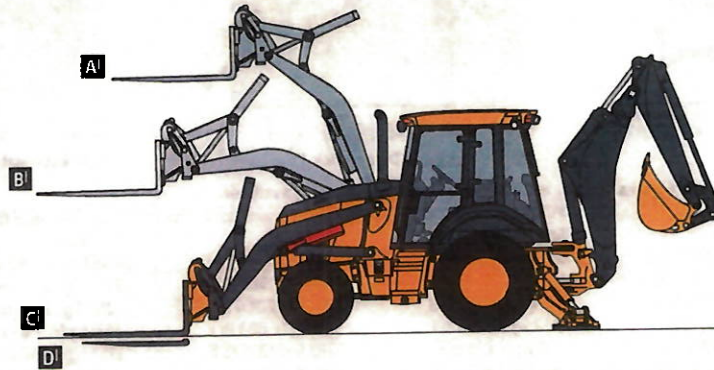


Backhoe Dimensions and Performance	320 P-TIER			320 P-TIER HL OPTION		
Backhoe specifications are with 610-mm x 0.21-m ³ (24 in. x 7.5 cu. ft.) bucket; dipper lift specs are with a boom angle of 65 deg.						
Bucket Range	305–610 mm (12–24 in.)			305–610 mm (12–24 in.)		
Digging Force						
Bucket Cylinder	55.0 kN (12,356 lb.)			69.9 kN (15,723 lb.)		
Lift Mode	60.6 kN (13,634 lb.)			77.2 kN (17,349 lb.)		
With Heavy-Duty Cylinder Option	67.9 kN (15,254 lb.)			—		
Lift Mode	74.9 kN (16,832 lb.)			—		
Crowd Cylinder	36.6 kN (8,229 lb.)			38.2 kN (8,581 lb.)		
Lift Mode	40.4 kN (9,080 lb.)			42.1 kN (9,468 lb.)		
Swing Arc	180 deg.			180 deg.		
Operator Control	2 levers			2 levers		
	<i>With Optional Extendable Dipperstick</i>			<i>With Optional Extendable Dipperstick</i>		
	<i>With Standard Backhoe</i>			<i>With Standard Backhoe</i>		
F Loading Height, Truck Loading Position	3.42 m (11 ft. 3 in.)	3.54 m (11 ft. 7 in.)	4.16 m (13 ft. 8 in.)	3.63 m (11 ft. 11 in.)	3.62 m (11 ft. 10 in.)	4.24 m (13 ft. 11 in.)
G Reach From Center of Swing Pivot	5.52 m (18 ft. 1 in.)	5.61 m (18 ft. 5 in.)	6.62 m (21 ft. 9 in.)	5.68 m (18 ft. 8 in.)	5.62 m (18 ft. 5 in.)	6.61 m (21 ft. 8 in.)
H Reach From Center of Rear Axle	6.58 m (21 ft. 7 in.)	6.68 m (21 ft. 11 in.)	7.68 m (25 ft. 2 in.)	6.74 m (22 ft. 1 in.)	6.68 m (21 ft. 11 in.)	7.67 m (25 ft. 2 in.)
I Digging Depth (SAE maximum)	4.35 m (14 ft. 3 in.)	4.50 m (14 ft. 9 in.)	5.55 m (18 ft. 2 in.)	4.59 m (15 ft. 1 in.)	4.53 m (14 ft. 10 in.)	5.53 m (18 ft. 2 in.)
J Digging Depth (SAE)						
610-mm (2 ft.) Flat Bottom	4.32 m (14 ft. 2 in.)	4.45 m (14 ft. 7 in.)	5.51 m (18 ft. 1 in.)	4.55 m (14 ft. 11 in.)	4.49 m (14 ft. 9 in.)	5.50 m (18 ft. 0 in.)
2440-mm (8 ft.) Flat Bottom	3.99 m (13 ft. 1 in.)	4.13 m (13 ft. 7 in.)	5.25 m (17 ft. 3 in.)	4.25 m (13 ft. 11 in.)	4.18 m (13 ft. 8 in.)	5.28 m (17 ft. 4 in.)
K Stabilizer Width, Transport	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)	2.18 m (7 ft. 2 in.)
L Stabilizer Spread, Operating						
Standard Stabilizers	3.10 m (10 ft. 2 in.)	3.10 m (10 ft. 2 in.)	3.10 m (10 ft. 2 in.)	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)
Extended Stabilizers	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)	3.45 m (11 ft. 4 in.)	—	—	—
M Stabilizer Overall Width, Operating						
Standard Stabilizers	3.53 m (11 ft. 7 in.)	3.53 m (11 ft. 7 in.)	3.53 m (11 ft. 7 in.)	4.03 m (13 ft. 3 in.)	4.03 m (13 ft. 3 in.)	4.03 m (13 ft. 3 in.)
Extended Stabilizers	4.03 m (13 ft. 3 in.)	4.03 m (13 ft. 3 in.)	4.03 m (13 ft. 3 in.)	—	—	—

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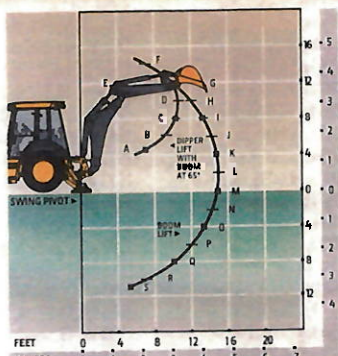
320 P-TIER

	320 P-TIER				320 P-TIER HEAVY-LIFT (HL) OPTION			
	With Standard		With Optional Extendable Dipperstick		With Standard		With Optional Extendable Dipperstick	
	Backhoe	Retracted	Extended		Backhoe	Retracted	Extended	
N Bucket Rotation	190 deg.	190 deg.	190 deg.		190 deg.	190 deg.	190 deg.	
O Transport Height	3.48 m (11 ft. 5 in.)	3.49 m (11 ft. 5 in.)	3.49 m (11 ft. 5 in.)		3.56 m (11 ft. 8 in.)	3.56 m (11 ft. 8 in.)	3.56 m (11 ft. 8 in.)	
Loader Dimensions and Performance <i>[see line art on page 8]</i>								
P Bucket Dump Angle, Maximum	45 deg.				45 deg.			
Q Rollback Angle at Ground Level	40 deg.				40 deg.			
	Heavy-duty				Heavy-duty			
	long lip				long lip			
Bucket Capacity	0.86 m ³ (1.12 cu. yd.)	0.96 m ³ (1.25 cu. yd.)	1.00 m ³ (1.31 cu. yd.)	1.00 m ³ (1.31 cu. yd.)	0.86 m ³ (1.12 cu. yd.)	0.96 m ³ (1.25 cu. yd.)	1.00 m ³ (1.31 cu. yd.)	1.00 m ³ (1.31 cu. yd.)
Width	2184 mm (86 in.)	2184 mm (86 in.)	2337 mm (92 in.)	2337 mm (92 in.)	2184 mm (86 in.)	2184 mm (86 in.)	2337 mm (92 in.)	2337 mm (92 in.)
Weight	390 kg (860 lb.)	405 kg (892 lb.)	521 kg (1,148 lb.)	863 kg (1,902 lb.)	390 kg (860 lb.)	405 kg (892 lb.)	521 kg (1,148 lb.)	863 kg (1,902 lb.)
Breakout Force	49.2 kN (11,052 lb.)	46.4 kN (10,442 lb.)	46.9 kN (10,541 lb.)	43.2 kN (9,722 lb.)	49.4 kN (11,116 lb.)	46.7 kN (10,503 lb.)	47.1 kN (10,598 lb.)	43.5 kN (9,778 lb.)
Lift Capacity, Full Height	3492 kg (7,698 lb.)	3224 kg (7,108 lb.)	3352 kg (7,390 lb.)	2862 kg (6,309 lb.)	3425 kg (7,552 lb.)	3166 kg (6,980 lb.)	3286 kg (7,244 lb.)	2801 kg (6,175 lb.)
R Height to Bucket Hinge Pin, Maximum	3.47 m (11 ft. 5 in.)	3.47 m (11 ft. 5 in.)	3.47 m (11 ft. 5 in.)	3.47 m (11 ft. 5 in.)	3.46 m (11 ft. 4 in.)	3.46 m (11 ft. 4 in.)	3.46 m (11 ft. 4 in.)	3.46 m (11 ft. 4 in.)
S Dump Clearance, Bucket at 45 deg.	2.76 m (9 ft. 1 in.)	2.66 m (8 ft. 9 in.)	2.70 m (8 ft. 10 in.)	2.67 m (8 ft. 9 in.)	2.75 m (9 ft. 0 in.)	2.65 m (8 ft. 8 in.)	2.69 m (8 ft. 10 in.)	2.66 m (8 ft. 9 in.)
T Reach at Full Height, Bucket at 45 deg.	678 mm (26.7 in.)	804 mm (31.7 in.)	675 mm (26.6 in.)	716 mm (28.2 in.)	724 mm (28.5 in.)	850 mm (33.5 in.)	720 mm (28.4 in.)	762 mm (30.0 in.)
U Digging Depth Below Ground, Bucket Level	83 mm (3.3 in.)	64 mm (2.5 in.)	128 mm (5.0 in.)	124 mm (4.9 in.)	101 mm (4.0 in.)	81 mm (3.2 in.)	145 mm (5.7 in.)	141 mm (5.6 in.)
V Length From Front Axle Centerline to Bucket Cutting Edge	1.96 m (6 ft. 5 in.)	2.10 m (6 ft. 11 in.)	2.03 m (6 ft. 8 in.)	2.08 m (6 ft. 10 in.)	1.97 m (6 ft. 6 in.)	2.11 m (6 ft. 11 in.)	2.04 m (6 ft. 8 in.)	2.09 m (6 ft. 10 in.)
Lift Capacity With Quick-Coupler Forks <i>[see line art below]</i>								
Hydraulic Capacity	1219-mm (48 in.) Tines		1524-mm (60 in.) Tines		1219-mm (48 in.) Tines		1524-mm (60 in.) Tines	
A Maximum Height	2067 kg (4,558 lb.)		1932 kg (4,260 lb.)		2028 kg (4,472 lb.)		1896 kg (4,180 lb.)	
B Maximum Reach	3183 kg (7,017 lb.)		3001 kg (6,617 lb.)		3163 kg (6,974 lb.)		2982 kg (6,575 lb.)	
C At Ground Line	4020 kg (8,863 lb.)		3768 kg (8,306 lb.)		3997 kg (8,812 lb.)		3781 kg (8,335 lb.)	
D Below Ground Line	198 mm (7.8 in.)		198 mm (7.8 in.)		216 mm (8.5 in.)		216 mm (8.5 in.)	

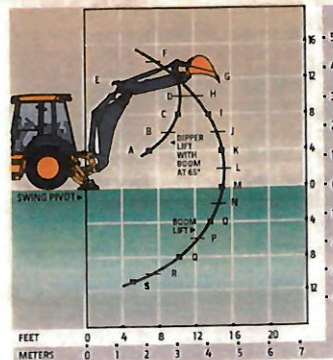


Lift Capacities *[see charts on page 10]*

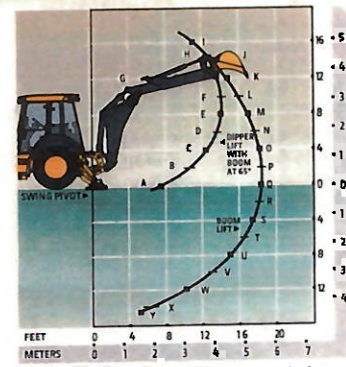
320 P-TIER



With Standard Dipperstick



With Extendable Dipperstick, Retracted



With Extendable Dipperstick, Extended

320 P-TIER

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Lift Capacities (continued) [see line art on page 9]

320 P-TIER

Lift capacities are over-end values in kg (lb.). Figures listed are 100% of the maximum lift force available.

With Standard Dipperstick

Standard Lift	Lift Mode
A 4782 kg (10,543 lb.)	4858 kg (10,710 lb.)
B 3673 kg (8,097 lb.)	3673 kg (8,097 lb.)
C 3236 kg (7,135 lb.)	3236 kg (7,135 lb.)
D 3168 kg (6,985 lb.)	3168 kg (6,985 lb.)
E 3038 kg (6,698 lb.)	3364 kg (7,415 lb.)
F 1839 kg (4,054 lb.)	2051 kg (4,522 lb.)
G 1936 kg (4,269 lb.)	2165 kg (4,773 lb.)
H 1918 kg (4,228 lb.)	2147 kg (4,734 lb.)
I 1873 kg (4,128 lb.)	2099 kg (4,628 lb.)
J 1820 kg (4,013 lb.)	2043 kg (4,504 lb.)
K 1768 kg (3,897 lb.)	1986 kg (4,379 lb.)
L 1717 kg (3,786 lb.)	1932 kg (4,259 lb.)
M 1671 kg (3,685 lb.)	1882 kg (4,150 lb.)
N 1630 kg (3,594 lb.)	1838 kg (4,053 lb.)
O 1596 kg (3,518 lb.)	1802 kg (3,972 lb.)
P 1571 kg (3,463 lb.)	1776 kg (3,916 lb.)
Q 1563 kg (3,447 lb.)	1771 kg (3,904 lb.)
R 1609 kg (3,547 lb.)	1827 kg (4,027 lb.)
S 1735 kg (3,824 lb.)	1975 kg (4,353 lb.)
T —	—
U —	—
V —	—
W —	—
X —	—
Y —	—

With 1.06-m (3 ft. 6 in.) Extendable Dipperstick, Retracted

Standard Lift	Lift Mode
4604 kg (10,151 lb.)	4604 kg (10,151 lb.)
3251 kg (7,166 lb.)	3251 kg (7,166 lb.)
2913 kg (6,423 lb.)	2913 kg (6,423 lb.)
2859 kg (6,302 lb.)	2859 kg (6,302 lb.)
2619 kg (5,775 lb.)	2912 kg (6,420 lb.)
1488 kg (3,281 lb.)	1678 kg (3,699 lb.)
1635 kg (3,604 lb.)	1846 kg (4,070 lb.)
1652 kg (3,643 lb.)	1869 kg (4,120 lb.)
1633 kg (3,599 lb.)	1850 kg (4,078 lb.)
1599 kg (3,526 lb.)	1815 kg (4,001 lb.)
1562 kg (3,443 lb.)	1775 kg (3,913 lb.)
1524 kg (3,360 lb.)	1735 kg (3,825 lb.)
1489 kg (3,283 lb.)	1698 kg (3,743 lb.)
1458 kg (3,214 lb.)	1665 kg (3,671 lb.)
1443 kg (3,160 lb.)	1640 kg (3,615 lb.)
1419 kg (3,128 lb.)	1626 kg (3,585 lb.)
1424 kg (3,140 lb.)	1635 kg (3,605 lb.)
1486 kg (3,276 lb.)	1710 kg (3,769 lb.)
1604 kg (3,537 lb.)	1849 kg (4,076 lb.)
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—	—

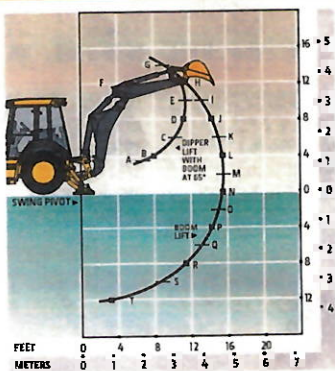
With 1.06-m (3 ft. 6 in.) Extendable Dipperstick, Extended

Standard Lift	Lift Mode
3554 kg (7,834 lb.)	3946 kg (8,699 lb.)
2480 kg (5,468 lb.)	2758 kg (6,081 lb.)
2156 kg (4,753 lb.)	2399 kg (5,290 lb.)
2012 kg (4,436 lb.)	2185 kg (4,817 lb.)
1918 kg (4,228 lb.)	2087 kg (4,601 lb.)
1830 kg (4,034 lb.)	2038 kg (4,493 lb.)
1715 kg (3,782 lb.)	1912 kg (4,214 lb.)
1525 kg (3,362 lb.)	1701 kg (3,749 lb.)
1059 kg (2,334 lb.)	1198 kg (2,641 lb.)
1187 kg (2,616 lb.)	1344 kg (2,962 lb.)
1236 kg (2,726 lb.)	1401 kg (3,089 lb.)
1253 kg (2,763 lb.)	1422 kg (3,135 lb.)
1254 kg (2,765 lb.)	1425 kg (3,141 lb.)
1247 kg (2,749 lb.)	1418 kg (3,127 lb.)
1236 kg (2,724 lb.)	1407 kg (3,102 lb.)
1223 kg (2,696 lb.)	1394 kg (3,073 lb.)
1210 kg (2,667 lb.)	1381 kg (3,044 lb.)
1198 kg (2,642 lb.)	1369 kg (3,019 lb.)
1190 kg (2,622 lb.)	1361 kg (3,001 lb.)
1186 kg (2,614 lb.)	1359 kg (2,995 lb.)
1190 kg (2,623 lb.)	1365 kg (3,009 lb.)
1208 kg (2,664 lb.)	1388 kg (3,061 lb.)
1261 kg (2,780 lb.)	1451 kg (3,199 lb.)
1446 kg (3,188 lb.)	1666 kg (3,674 lb.)
1986 kg (4,377 lb.)	2289 kg (5,047 lb.)

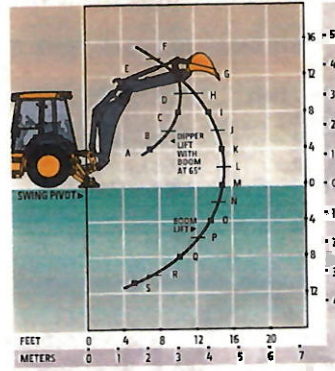
Lift capacities are over end with stabilizers down and tires tangent to ground.

Lift Capacities (continued) [see line art and charts below]

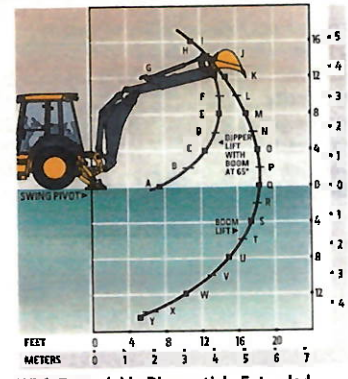
320 P-TIER HEAVY-LIFT (HL) OPTION



With Standard Dipperstick



With Extendable Dipperstick, Retracted



With Extendable Dipperstick, Extended

Lift capacities are over-end values in kg (lb.). Figures listed are 100% of the maximum lift force available.

With Standard Dipperstick

Standard Lift	Lift Mode
A 5625 kg (12,402 lb.)	5625 kg (12,402 lb.)
B 4697 kg (10,356 lb.)	4697 kg (10,356 lb.)
C 3547 kg (7,819 lb.)	3547 kg (7,819 lb.)
D 3220 kg (7,098 lb.)	3220 kg (7,098 lb.)
E 3164 kg (6,976 lb.)	3164 kg (6,976 lb.)
F 3095 kg (6,823 lb.)	3327 kg (7,336 lb.)
G 1472 kg (3,244 lb.)	1645 kg (3,627 lb.)
H 1801 kg (3,971 lb.)	2016 kg (4,445 lb.)
I 1907 kg (4,204 lb.)	2136 kg (4,710 lb.)
J 1940 kg (4,278 lb.)	2176 kg (4,798 lb.)
K 1944 kg (4,285 lb.)	2182 kg (4,810 lb.)
L 1933 kg (4,262 lb.)	2172 kg (4,789 lb.)
M 1918 kg (4,228 lb.)	2156 kg (4,754 lb.)
N 1902 kg (4,192 lb.)	2140 kg (4,719 lb.)
O 1889 kg (4,166 lb.)	2129 kg (4,693 lb.)
P 1886 kg (4,157 lb.)	2126 kg (4,688 lb.)
Q 1897 kg (4,183 lb.)	2142 kg (4,722 lb.)
R 1941 kg (4,279 lb.)	2194 kg (4,836 lb.)
S 2077 kg (4,578 lb.)	2350 kg (5,181 lb.)
T 3270 kg (7,210 lb.)	3709 kg (8,176 lb.)
U —	—
V —	—
W —	—
X —	—
Y —	—

With 1.06-m (3 ft. 6 in.) Extendable Dipperstick, Retracted

Standard Lift	Lift Mode
5350 kg (11,795 lb.)	5350 kg (11,795 lb.)
3613 kg (7,966 lb.)	3613 kg (7,966 lb.)
3204 kg (7,064 lb.)	3204 kg (7,064 lb.)
3122 kg (6,883 lb.)	3122 kg (6,883 lb.)
3117 kg (6,871 lb.)	3282 kg (7,235 lb.)
1317 kg (2,903 lb.)	1496 kg (3,297 lb.)
1649 kg (3,636 lb.)	1871 kg (4,125 lb.)
1744 kg (3,845 lb.)	1980 kg (4,365 lb.)
1767 kg (3,896 lb.)	2008 kg (4,428 lb.)
1761 kg (3,883 lb.)	2004 kg (4,418 lb.)
1743 kg (3,843 lb.)	1986 kg (4,378 lb.)
1720 kg (3,792 lb.)	1962 kg (4,326 lb.)
1698 kg (3,743 lb.)	1939 kg (4,275 lb.)
1679 kg (3,702 lb.)	1921 kg (4,235 lb.)
1669 kg (3,680 lb.)	1912 kg (4,215 lb.)
1674 kg (3,691 lb.)	1920 kg (4,234 lb.)
1711 kg (3,773 lb.)	1965 kg (4,333 lb.)
2057 kg (4,535 lb.)	2119 kg (4,671 lb.)
2057 kg (4,535 lb.)	2365 kg (5,213 lb.)
—	—
—	—
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With 1.06-m (3 ft. 6 in.) Extendable Dipperstick, Extended

Standard Lift	Lift Mode
4082 kg (8,999 lb.)	4537 kg (10,003 lb.)
2709 kg (5,972 lb.)	3018 kg (6,653 lb.)
2366 kg (5,216 lb.)	2638 kg (5,817 lb.)
2231 kg (4,918 lb.)	2412 kg (5,317 lb.)
2153 kg (4,747 lb.)	2295 kg (5,059 lb.)
2088 kg (4,604 lb.)	2268 kg (5,000 lb.)
2004 kg (4,418 lb.)	2236 kg (4,931 lb.)
1851 kg (4,080 lb.)	2067 kg (4,557 lb.)
904 kg (1,992 lb.)	1031 kg (2,273 lb.)
1152 kg (2,540 lb.)	1312 kg (2,892 lb.)
1267 kg (2,793 lb.)	1442 kg (3,179 lb.)
1326 kg (2,923 lb.)	1509 kg (3,327 lb.)
1356 kg (2,989 lb.)	1545 kg (3,405 lb.)
1370 kg (3,021 lb.)	1562 kg (3,444 lb.)
1376 kg (3,033 lb.)	1570 kg (3,461 lb.)
1377 kg (3,035 lb.)	1573 kg (3,467 lb.)
1376 kg (3,034 lb.)	1574 kg (3,470 lb.)
1376 kg (3,034 lb.)	1576 kg (3,474 lb.)
1380 kg (3,042 lb.)	1582 kg (3,487 lb.)
1390 kg (3,065 lb.)	1595 kg (3,516 lb.)
1412 kg (3,113 lb.)	1622 kg (3,575 lb.)
1457 kg (3,212 lb.)	1674 kg (3,691 lb.)
1556 kg (3,430 lb.)	1789 kg (3,944 lb.)
1873 kg (4,130 lb.)	2154 kg (4,748 lb.)
2846 kg (6,274 lb.)	3266 kg (7,200 lb.)

Lift capacities are over end with stabilizers down and tires tangent to ground.

Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

320 P Engine

- Coolant recovery tank with low-level indicator
- Foldout, hinged cooling system
- Serpentine belt with automatic belt tensioner
- Electronically controlled, variable-rate suction-type cooling fan
- Self-cleaning exhaust aftertreatment system
- ▲ Chrome exhaust extension
- Grid heat
- ▲ 1,000-watt electric engine coolant heater
- Electronic fuel lift pump

Powertrain

- PowerShift™ transmission: Torque converter with **twist-grip TCL and neutral safety switch interlock** (1st through 5th gears)
- 5th-gear overdrive
- AutoShift transmission
- Transmission oil cooler
- ▲ Transmission remote oil-sampling port
- Differential lock, electric foot actuated, protection on/off (software enabled)
- Auto shutdown
- Planetary final drives
- **Power-assisted hydraulic service brakes** (conform to ISO 3450): **Inboard, wet** multi-disc, self-adjusting and self-equalizing
- Parking/emergency brake with electric switch control (conforms to ISO 3450): Spring applied, hydraulically released wet multi-disc / Independent of service brakes

- **Hydrostatic power steering with emergency manual mode**

- ▲ Non-powered front axle
- **Mechanical-front-wheel drive (MFWD) with traction-control limited-slip differential: Electric on/off control / Sealed axle**
- Automatic MFWD braking
- ▲ MFWD driveshaft guard

Backhoe

- Lift mode
- Precision mode
- Standard dipperstick digging depth
- 4.35 m (14 ft. 3 in.) [4.59 m (15 ft. 1 in.) for Heavy-Lift (HL) configuration]

Extendable dipperstick extension

- ▲ 1.06 m (3 ft. 6 in.)
- ▲ **Heavy-duty (HD) backhoe bucket cylinder** (standard for HL configuration)
- ISO (Deere) 2-lever mechanical backhoe controls (not available for HL configuration)
- ▲ **2-lever pilot controls with pattern-selection feature** (standard for HL configuration)
- Backhoe transport lock lever
- **Swing lock pin stored in operator's station**
- Stabilizers with 2-direction anti-drift valves
- ▲ **Extended (long) stabilizers with reversible pads** (standard for HL configuration)
- ▲ **Severe-duty backhoe bucket with lift loops**
- ▲ **Backhoe couplers for John Deere, Case, and Cat buckets**

320 P Backhoe (continued)

- ▲ Auxiliary backhoe valve with 1-way flow for hammers and compactors with plumbing
- ▲ Auxiliary backhoe valve with 1- and 2-way flow for swingers, thumbs, augers, etc. with plumbing
- ▲ Hydraulic thumb
- ▲ Rear hydraulic coupler
- ▲ Spring-type coupler

Loader†

- Loader bucket anti-spill (rollback)
- Return-to-dig feature
- Single-lever control with electric clutch disconnect
- Bucket-level indicator
- Loader boom service lock
- Loader valve with integrated anti-drift checks for hydraulic cylinders controlling loader boom up and bucket dump
- ▲ Auxiliary loader hydraulics with single control lever with **EH auxiliary control (MFWD and clutch disconnect)**
- ▲ Hydraulic coupler for buckets, forks, etc.
- ▲ Auto ride control

Hydraulic System

- 163-L/m (43 gpm) axial-piston pump, pressure-compensated load-sensing (PCLS) system
- Auto-idle
- Economy mode
- Dedicated hydraulic reservoir

Electrical System

- 12-volt system
- 145-amp alternator
- Single battery with 175-min. reserve capacity and 950 CCA
- ▲ Dual batteries with 350-min. reserve capacity and 1,900 CCA
- ▲ Remote jump posts and battery disconnect

Lights

- Halogen lights (10), 32,500 candlepower each [4 front driving/working, 4 rear working, and 2 side docking]
- Turn signal/flashing (2 front and 2 rear)
- Rear stop and tail (2)
- ▲ LED light package
- ▲ Boom-light field kit (2 LED floods)

Operator's Station

- Modular-design ROPS/FOPS (Level 2) canopy with **molded roof (meets ISO 3449 and ISO 3471/SAE J1040): Isolation mounted**
- Molded floor mats (with pilot controls only)
- 12-volt outlet
- Lockable right-side storage
- ▲ Lockable left-hand storage with cup holders
- ▲ Interior front-view mirror
- ▲ Outside rearview mirrors
- Rotary-dial hand throttle
- Suspended foot throttle
- Mechanical-suspension seat, cloth cover
- ▲ Air-suspension heated seat (with cab only)
- ▲ Air-suspension vinyl seat

320 P Operator's Station (continued)

- Tilt steering, infinitely adjustable (with cab only)
- ▲ Tilt steering, infinitely adjustable (with canopy and quarter cab)
- Keyless start
- Machine security (enabled through monitor)
- Digital display of engine hours, engine rpm, and system voltage
- Sealed-switch module (SSM)
- Multi-function lever: Turn signals / Windshield wipers / Some light functionality
- Monitor system with audible and visual warnings: Engine air restriction / Low alternator voltage / Engine oil pressure / Hydraulic filter restriction / Parking brake on/off / Aftertreatment temperature / Transmission fluid temperature / Fuel / Hour meter / Machine diagnostic information via 4-push-button/LCD operator interface
- **Canopy: Mechanical-suspension deluxe vinyl swivel seat with lumbar adjustment and armrests (fully adjustable)**
- ▲ **Quarter Cab: Mechanical-suspension deluxe vinyl swivel seat with lumbar adjustment and armrests (fully adjustable), front windshield, and windshield wiper (1 front)**

- ▲ **Cab With Dual Doors and A/C: Mechanical-suspension deluxe fabric swivel seat with lumbar adjustment / Headliner, dome light, left and right cab doors, tinted safety glass, windshield wipers (1 rear and 1 front), front windshield washer, fresh-air intake, and heater/defroster/pressurizer (11.7-kW [40,000 Btu/h] heater) / A/C (7.6-kW [26,000 Btu/h] output and CFC-free R134a refrigerant)**

- ▲ AM/FM/weather-band (WB) radio (with cab only)
- ▲ **Premium radio package** (with cab only; includes additional 12-volt and USB outlets)

Overall Vehicle

- 1-piece unitized construction mainframe
- Vehicle tie-downs (2 front and 2 rear)
- Remote grease bank for front axle
- Front bumper cover
- ▲ HD front bumper
- ▲ Front counterweight – 204 kg (450 lb.), 340 kg (750 lb.), 454 kg (1,000 lb.), or 567 kg (1,250 lb.)
- ▲ Rubber grille bumpers
- Fuel tank, 128.7 L (34 gal.), **ground-level fueling**
- 2-position **easy-tilt hood**
- Extended grille frame
- Toolbox with padlock hasp
- Vandal protection for locking monitor, engine hood, toolbox, hydraulic reservoir, and fuel tank
- Reverse warning alarm
- Dent-resistant **full-coverage rear fenders**
- ▲ Backhoe boom-protection plate
- JDLink™ wireless communication system (available in specific countries; see your dealer for details)
- ▲ HD front grille screen
- ▲ HD stabilizer pads

*See dealer for range of HD, multipurpose, and coupler buckets and forks.

While general information, pictures, and descriptions are provided, some illustrations and text may include product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. Specifications and design are subject to change without notice. Wherever applicable, specifications are in accordance with ISO standards. Except where otherwise noted, these specifications are based on a 320 P-Tier unit with 19.5L-24-in. 12PR (R4) tubeless rear and 12.5-80/18 10PR (R4) front tires, and 1.00-m³ (1.31 cu. yd.) loader bucket; and a 320 P-Tier Heavy-Lift configuration with lift mode, 19.5L-24-in. 12 PR (R4) tubeless rear and 12.5/80-18 12PR (R4) front tires, and 1.00-m³ (1.31 cu. yd.) loader bucket.



JOHN DEERE

LOW COUNTRY MACHINERY



Low Country Machinery
1008 Hwy 80 East
Pooler, GA. 31322
www.lowcountrymachinery.com

March 30th, 2023
JCB 3CX-15 Super

Mr. Patrick (City Of Tybee Island)

Thank you for the opportunity to quote you. Below are the specifications, and pricing for a

One (1) JCB 3CX-15 Super has the following options:

- Canopy 109 HP , Live Link
- Easy Controls Quick Hitch , 6-N-1 Loader Bucket
- 24 Inch Heavy Duty Digging Bucket With Hydraulic Thumb
- Extended Dig , Pallet Forks With Quick Hitch
- Vinyl Seat 3 Inch Seat Belt
- 2 Year 2000 Hour JCB Factory Warranty

Machine Priced as above \$121,600.00 Plus **tax and doc fees**
Price is good through April 29th 2023

John Deere Trade is \$22,000.00 Dollars Making The Price Of The New Machine \$99,600.00

Again, Thank you for the opportunity to quote you .
Any question call me , Gary Romano 912-239-7364



Apr 03, 2023

CITY OF TYBEE ISLAND

PO BOX 2749
TYBEE ISLAND
Georgia
31328-2749

RE: Quote 233952-01

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 420 Backhoe Loaders

MACHINE SPECIFICATIONS

420 07A BACKHOE LOADER CFG2	542-7992
EXTENDABLE, STICK, 14FT Retracted, 17FT Extended	543-4284
PT, 4WD/2WS, POWERSHIFT	544-1066
ENGINE, 100HP, T4F	541-9540
HYD, MP, 6FCN/8BNK, ST, QC	554-4188
CANOPY ROPS	544-0877
DISPLAY, STANDARD	545-5047
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
VINYL SEAT,	611-0333
BELT, SEAT, 2" SUSPENSION	206-1747
PRODUCT LINK, CELLULAR, PLE643	560-6797
TIRES, 12.5 80/19.5L-24, GY	379-2161
COUNTERWEIGHT, 1015 LBS	337-9696
STABILIZER PADS, FLIP-OVER	9R-6007
24IN BUCKET-HD With Teeth,	219-3387
HYDRAULIC, THUMB	282-5409
THUMB, TINE,	221-4282
COMBINED AUX, E-STICK LINES,	548-1231
PALLET FORK CARRIAGE, 61in wide	6W-8832
PALLET FORK TINES, 2" X 5" X 48"	195-6935
4 in 1 BUCKET-Multi Purpose, 1.4 YD3,	216-8840
BUCKET BOLT ON CUTTING EDGE, TWO PIECE,	9R-5320

SELL PRICE

137,678

LESS GROSS TRADE ALLOWANCE
NET BALANCE DUE
TOTAL QUOTE PRICE

(26,500)
111,178
111,178

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
310sk	DEERE & CO. (JD)	KEE270072	2014	26,500

WARRANTY

Standard Warranty: 12 months/unlimited hours
Extended Warranty: 420-60 MO/3000 HR PREMIER (Tier 4)
CSA 24/1000 Parts Only CVA

F.O.B./TERMS:

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Zach Tatum
Machine Sales Representative



Cat® 420

BACKHOE LOADER

The Cat® 420 Backhoe Loader delivers exceptional performance, increased fuel efficiency, superior hydraulic system, versatility and an updated operator station. The 420 features the following:

- **Ergonomic Operator Station** – Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while roading. New backhoe control pods allow for unlimited adjustability.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C3.6 engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage V emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Backhoe Loader Attachments, including but not limited to, Quick Couplers, Thumbs, assorted Buckets, and Brooms are available from the factory or for field installation. Cat Backhoe Loaders will be "Dirt Ready" upon delivery.
- **Powershift Transmission** – A Four Speed Powershift Transmission is standard to make shifting gears smooth and as simple as twisting the Powershuttle Lever.
- **Spring Applied Hydraulically Released (SAHR) Parking Brake** – The SAHR Parking Brake is activated at the push of a button and automatically engages when the machine is powered down.
- **Lift Performance** – The redesigned boom cylinder increases lift performance by 15%.

Specifications

Engine

Engine	C3.6 74.5 kW (100 hp) Electronic Turbo Intercooled	
Ratings at 2,200 rpm		
Gross Power SAE J1995	76 kW	102 hp
Gross Power ISO 14396	74 kW	100 hp
Net Power Rating at 2,200 rpm		
SAE J1349	68 kW	92 hp
ISO 9249	68 kW	91 hp
Net Peak Power Rating@ 1,800 rpm		
SAE J1349	79 kW	105 hp
ISO 9249	78 kW	105 hp
Dimensions		
Bore	98 mm	3.86 in
Stroke	120 mm	4.72 in
Displacement	3.6 L	220 in ³
Torque Rise (net) at 1,400 rpm	47%	
SAE J1349 Net	436 N-m	322 lb-ft
Power Rating Conditions		
No de-rating required up to	3048 m	10,000 ft

- Engine meets Tier 4 Final/Stage V emission standards.

Weights*

Operating Weight (estimated)	7834 kg	17,271 lb
Operating Weight (maximum) (ROPS capacity)	11 000 kg	24,251 lb
Operating Weight (minimum)	7384 kg	16,279 lb
Cab, ROPS/FOPS	145 kg	320 lb
Power-Shift Transmission	STD	STD
Ride Control	15 kg	33 lb
Air Conditioning	45 kg	99 lb
All-Wheel Drive	STD	STD
MP bucket (0.96 m ³ /1.25 yd ³)		
with fold-over forks	915 kg	2,017 lb
without fold-over forks	745 kg	1,642 lb
Loader QC	245 kg	540 lb
Extendible Stick (excludes ft. counterweight)	270 kg	595 lb
Counterweights, base	115 kg	256 lb
Stackable, one	240 kg	529 lb
Maximum	460 kg	1,014 lb

*Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

420 Backhoe Loader

Transmission*

Power Shift Transmission – Standard

Forward – 1st	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph
3rd	20 km/h	12 mph
4th	41 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph
2nd	12.4 km/h	7.7 mph
3rd	27 km/h	17 mph

	Power-Shift Transmission – Optional		Power-Shift Transmission with LTC – Optional	
Forward – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph	9.4 km/h	5.8 mph
3rd	12 km/h	8 mph	12 km/h	8 mph
4th	20 km/h	12 mph	20 km/h	12 mph
5th	27 km/h	17 mph	27 km/h	17 mph
5th LTC	—	—	29 km/h	18 mph
6th	41 km/h	25 mph	41 km/h	25 mph
6th LTC**	—	—	40 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	12 km/h	7.7 mph	12 km/h	7.7 mph
3rd	27 km/h	17 mph	27 km/h	17 mph

*Travel speeds of two wheel drive backhoe loader at full throttle, when equipped with 500/70-24 rear tires.

**Limited by engine speed to 40 km/h (25 mph).

Axle Ratings

Front Axle, AWD

Static	23 500 kg	51,808 lb
Dynamic	9000 kg	19,841 lb

Rear Axle

Static	26 500 kg	58,422 lb
Dynamic	10 000 kg	22,046 lb

Hydraulic System

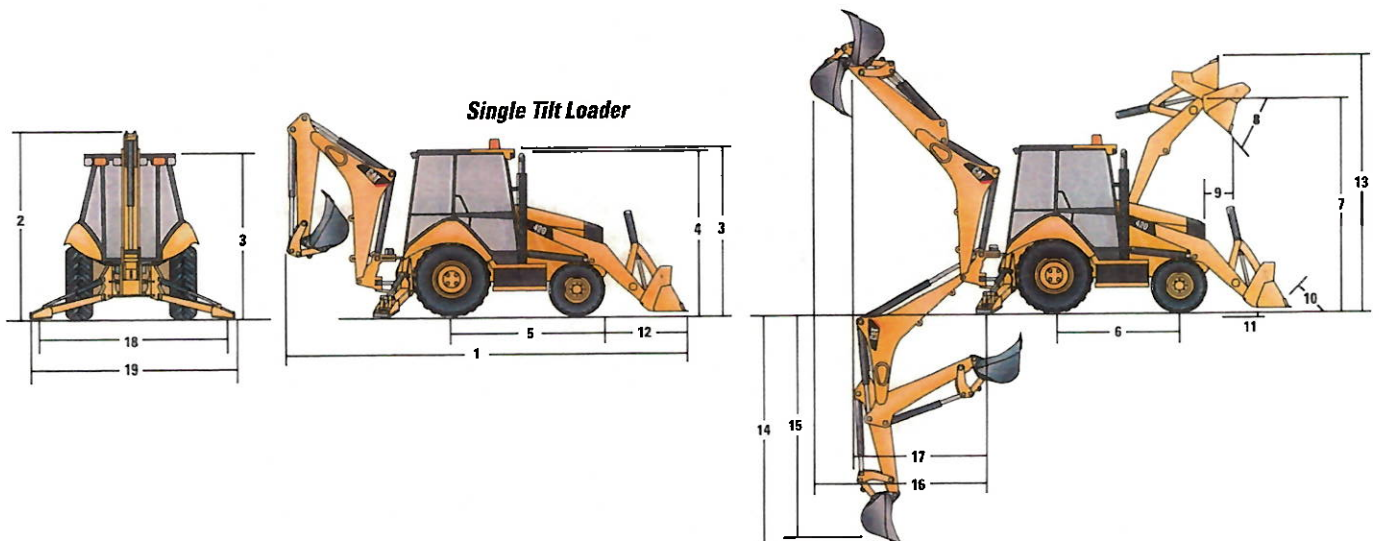
Type	Closed Center	
Pump Type	Variable-flow, Axial Piston	
Pump Capacity @ 2,200 rpm	187 L/min	49.4 gal/min
System Pressure		
Backhoe	25 000 kPa	3,626 psi
Loader	25 000 kPa	3,626 psi

Steering

Type	Front Wheel Hydrostatic	
Power Steering		
One Double-Acting Cylinder		
Bore	65 mm	2.6 in
Stroke	106 mm	4.2 in
Rod Diameter	40 mm	1.6 in
Axle Oscillation	11°	
Turning Circle – (inner wheel not braked)		
Outside front wheels	8.205 m	26'11"
Outside widest loader bucket	10.745 m	35'3"

Service Refill Capacities

Cooling System with Air Conditioning	18.0 L	4.8 gal
Fuel Tank	160.0 L	42.3 gal
Engine Oil with Filter	9.0 L	2.4 gal
Diesel Exhaust Fluid (DEF)	19.0 L	5.0 gal
Transmission – Power shuttle		
AWD	18.0 L	4.8 gal
Transmission – Power Shift		
AWD	19.0 L	5.0 gal
Rear Axle	16.0 L	4.2 gal
Planetaries	1.7 L	0.4 gal
Front Axle (AWD)	11.0 L	2.9 gal
Planetaries	0.7 L	0.2 gal
Hydraulic System	95.0 L	25.1 gal
Hydraulic Tank	42.0 L	11.1 gal



420 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Single Tilt Loader with Pin-On Buckets

	0.96 m ³ (1.25 yd ³) GP	1.0 m ³ (1.31 yd ³) GP	1.07 m ³ (1.40 yd ³) GP	1.15 m ³ (1.50 yd ³) GP	1.0 m ³ (1.31 yd ³) MP	1.07 m ³ (1.40 yd ³) MP
1 Overall Length (loader on ground) – S-Stick – mm (ft/in)	7132 (23'5")	7087 (23'3")	7153 (23'6")	7153 (23'6")	7060 (23'2")	7060 (23'2")
Overall Length (loader on ground) – E-Stick – mm (ft/in)	7138 (23'5")	7093 (23'3")	7158 (23'6")	7158 (23'6")	7066 (23'2")	7066 (23'2")
Overall Transport Length – S-Stick – mm (ft/in)	7163 (23'6")	7130 (23'5")	7201 (23'7")	7201 (23'7")	7131 (23'5")	7131 (23'5")
Overall Transport Length – E-Stick – mm (ft/in)	7190 (23'7")	7135 (23'5")	7206 (23'8")	7206 (23'8")	7136 (23'5")	7136 (23'5")
2 Overall Transport Height – Standard Stick – mm (ft/in)	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")
Overall Transport Height – Extendible Stick – mm (ft/in)	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")
Overall Width – mm (ft/in)	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")
3 Height to Top of Cab/Canopy – mm (ft/in)	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")
4 Height to Top of Exhaust Stack – mm (ft/in)	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")
Height to Loader Hinge Pin (transport) – mm (ft/in)	378 (1'3")	378 (1'3")	422 (1'5")	422 (1'5")	420 (1'5")	420 (1'5")
Ground Clearance (LH step) – mm (ft/in)	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")
Ground Clearance (AWD guard) – mm (ft/in)	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")
Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")
5 Rear Axle Centerline to Front Grill – mm (ft/in)	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")
Front Wheel Tread Gauge – mm (ft/in)	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")
Rear Wheel Tread Gauge – mm (ft/in)	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")
6 Wheelbase – mm (ft/in)	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")

Single Tilt Loader with Quick Coupler

	0.96 m ³ (1.25 yd ³) GP	1.0 m ³ (1.31 yd ³) GP	1.15 m ³ (1.50 yd ³) GP	1.0 m ³ (1.31 yd ³) MP	1.07 m ³ (1.40 yd ³) MP
1 Overall Length (loader on ground) – S-Stick – mm (ft/in)	7314 (24'0")	7269 (23'10")	7311 (24'0")	7221 (23'8")	7221 (23'8")
Overall Length (loader on ground) – E-Stick – mm (ft/in)	7319 (24'0")	7275 (23'10")	7316 (24'0")	7226 (23'9")	7226 (23'9")
Overall Transport Length – S-Stick – mm (ft/in)	7290 (23'11")	7257 (23'10")	7288 (23'11")	7219 (23'8")	7219 (23'8")
Overall Transport Length – E-Stick – mm (ft/in)	7296 (23'11")	7262 (23'10")	7294 (23'11")	7224 (23'8")	7224 (23'8")
2 Overall Transport Height – Standard Stick – mm (ft/in)	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")
Overall Transport Height – Extendible Stick – mm (ft/in)	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")
Overall Width – mm (ft/in)	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")
3 Height to Top of Cab/Canopy – mm (ft/in)	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")
4 Height to Top of Exhaust Stack – mm (ft/in)	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")
Height to Loader Hinge Pin (transport) – mm (ft/in)	345 (1'2")	346 (1'2")	346 (1'2")	344 (1'2")	344 (1'2")
Ground Clearance (LH step) – mm (ft/in)	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")
Ground Clearance (AWD guard) – mm (ft/in)	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")
Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")
5 Rear Axle Centerline to Front Grill – mm (ft/in)	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")
Front Wheel Tread Gauge – mm (ft/in)	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")
Rear Wheel Tread Gauge – mm (ft/in)	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")
6 Wheelbase – mm (ft/in)	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")

420 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Loader Bucket Dimensions and Performance

	Single Tilt Loader with Pin-On Buckets											
	0.96 m ³ (1.25 yd ³) GP		1.0 m ³ (1.31 yd ³) GP		1.07 m ³ (1.40 yd ³) GP		1.15 m ³ (1.50 yd ³) GP		1.0 m ³ (1.31 yd ³) MP		1.07 m ³ (1.40 yd ³) MP	
Capacity (SAE rated) – m ³ (yd ³)	0.96	(1.26)	1.00	(1.31)	1.07	(1.40)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)
Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2262	(89)	2406	(95)	2279	(90)	2425	(95)
Lift Capacity at Maximum Height – kg (lb)	3280	(7,230)	3286	(7,245)	3213	(7,084)	3192	(7,038)	3059	(6,745)	3047	(6,717)
Lift Breakout Force – N (lbf)	50 179	(11,280)	50 941	(11,452)	49 644	(11,160)	49 467	(11,120)	49 114	(11,041)	49 017	(11,019)
Tilt Breakout Force – N (lbf)	49 891	(11,216)	53 037	(11,923)	50 945	(11,452)	50 834	(11,428)	56 242	(12,643)	56 166	(12,626)
Tipping Load at Breakout Point – kg (lb)	6663	(14,689)	6821	(15,038)	6562	(14,467)	6545	(14,430)	6699	(14,769)	6690	(14,748)
7 Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")
8 Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°		44°	
Dump Height at Maximum Angle – mm (ft/in)	2758	(9'1")	2790	(9'2")	2736	(9'0")	2736	(9'0")	2803	(9'2")	2803	(9'2")
9 Dump Reach at Maximum Angle – mm (ft/in)	807	(2'8")	774	(2'6")	773	(2'6")	773	(2'6")	722	(2'4")	722	(2'4")
10 Maximum Bucket Rollback at Ground Level – degrees	36°		36°		37°		37°		37°		37°	
11 Digging Depth – mm (ft/in)	70	(0'3")	70	(0'3")	110	(0'4")	110	(0'4")	97	(0'4")	97	(0'4")
Maximum Grading Angle – degrees	113°		114°		114°		114°		116°		116°	
Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		N/A		2262 (7'5")		2406 (7'11")	
12 Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1480	(4'10")	1447	(4'9")	1518	(5'0")	1517	(5'0")	1447	(4'9")	1447	(4'9")
13 Maximum Operating Height – mm (ft/in)	4356	(14'3")	4354	(14'3")	4366	(14'4")	4397	(14'5")	4378	(14'4")	4407	(14'6")
Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		N/A		843 (2'9")		843 (2'9")	
Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		N/A		40 160 (9,028)		40 261 (9,051)	
Weight (does not include teeth or forks) – kg (lb)	451	(994)	462	(1,019)	473	(1,043)	493	(1,087)	745	(1,642)	774	(1,706)

	Single Tilt Loader with Quick Coupler									
	0.96 m ³ (1.25 yd ³) GP		1.0 m ³ (1.31 yd ³) GP		1.15 m ³ (1.50 yd ³) GP		1.0 m ³ (1.31 yd ³) MP		1.07 m ³ (1.40 yd ³) MP	
Capacity (SAE rated) – m ³ (yd ³)	0.96	(1.26)	1.00	(1.31)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)
Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2406	(95)	2279	(90)	2425	(95)
Lift Capacity at Maximum Height – kg (lb)	3361	(7410)	3364	(7416)	3328	(7336)	3245	(7153)	3207	(7069)
Lift Breakout Force – N (lbf)	51 954	(11,679)	52 665	(11,839)	51 662	(11,614)	51 690	(11,620)	51 431	(11,562)
Tilt Breakout Force – N (lbf)	51 516	(11,581)	54 168	(12,177)	51 227	(11,516)	55 471	(12,470)	55 300	(12,431)
Tipping Load at Breakout Point – kg (lb)	5883	(12,971)	6007	(13,243)	5858	(12,915)	5982	(13,187)	5957	(13,132)
7 Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")
8 Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°	
Dump Height at Maximum Angle – mm (ft/in)	2623	(8'7")	2654	(8'9")	2625	(8'7")	2690	(8'10")	2690	(8'10")
9 Dump Reach at Maximum Angle – mm (ft/in)	887	(2'11")	855	(2'10")	886	(2'11")	832	(2'9")	832	(2'9")
10 Maximum Bucket Rollback at Ground Level – degrees	37°		37°		37°		37°		37°	
11 Digging Depth – mm (ft/in)	111	(0'4")	111	(0'4")	110	(0'4")	101	(0'4")	101	(0'4")
Maximum Grading Angle – degrees	109°		110°		109°		111°		111°	
Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		2262 (7'5")		2406 (7'11")	
12 Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1607	(5'3")	1573	(5'2")	1605	(5'3")	1535	(5'0")	1535	(5'0")
13 Maximum Operating Height – mm (ft/in)	4439	(14'7")	4406	(14'5")	4484	(14'9")	4476	(14'8")	4531	(14'10")
Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		843 (2'9")		843 (2'9")	
Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		40 185 (9,034)		40 286 (9,056)	
Weight (does not include teeth or forks) – kg (lb)	447	(985)	457	(1,008)	481	(1,060)	724	(1,596)	753	(1,660)

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Backhoe Dimensions and Performance

	Standard Stick		E-Stick Retracted		E-Stick Extended	
14 Digging Depth, SAE (max.) – mm (ft/in)	4278	(14'0")	4319	(14'2")	5372	(17'7")
15 Digging Depth, 2440 mm (8 ft) Flat Bottom – mm (ft/in)	3900	(12'10")	3944	(12'11")	5074	(16'8")
Digging Depth, 610 mm (2 ft) Flat Bottom – mm (ft/in)	4240	(13'11")	4280	(14'1")	5335	(17'6")
Reach from Rear Axle Centerline at Ground Line – mm (ft/in)	6690	(21'11")	6726	(22'1")	7731	(25'4")
16 Reach from Swing Pivot at Ground Line – mm (ft/in)	5600	(18'4")	5636	(18'6")	6641	(21'9")
Maximum Operating Height – mm (ft/in)	5598	(18'4")	5622	(18'5")	6364	(20'11")
Loading Height – mm (ft/in)	3709	(12'2")	3666	(12'0")	4237	(13'11")
17 Loading Reach – mm (ft/in)	1845	(6'1")	1932	(6'4")	2850	(9'4")
Swing Arc	180°		180°		180°	
Bucket Rotation	205°		204°		204°	
18 Stabilizer Spread, Operating Position (center) – mm (ft/in)	3310	(10'10")	3310	(10'10")	3310	(10'10")
Stabilizer Spread, Operating Position (outside) – mm (ft/in)	3770	(12'4")	3770	(12'4")	3770	(12'4")
Stabilizer Spread, Transport Position – mm (ft/in)	2322	(7'7")	2322	(7'7")	2322	(7'7")
Bucket Dig Force – N (lbf)	64 193	(14,431)	63 292	(14,229)	63 292	(14,229)
Stick Dig Force – N (lbf)	43 529	(9,786)	43 395	(9,756)	31 684	(7,123)

Dimensions with Forks/Material Handling Arm

	1070 mm (3'6")		1220 mm (4'0")		1370 mm (4'10")	
Fork Tine Length						
Operating Load (SAE J1197) – kg (lb)	2295	(5,060)	2221	(4,897)	2135	(4,708)
SAE Load Center – mm (in)	535	(1'9")	610	(2'0")	685	(2'3")
Operating Load (CEN 474-4) – kg (lb)	2352	(5,186)	2337	(5,151)	2320	(5,115)
CEN Load Center – mm (ft/in)	500	(1'8")	500	(1'8")	500	(1'8")
Overall Length (A) (forks on ground) – mm (ft/in)	7648	(25'1")	7798	(25'7")	7948	(26'1")
Reach at Ground (from grill to heel of fork) – mm (ft/in)	939	(3'1")	939	(3'1")	938	(3'1")
Maximum Reach (from grill to heel of fork) – mm (ft/in)	1524	(5'0")	1524	(5'0")	1524	(5'0")
Fork Height at Maximum Reach – mm (ft/in)	1619	(5'4")	1619	(5'4")	1619	(5'4")
Reach at Maximum Height (from grill to heel of fork) – mm (ft/in)	749	(2'5")	749	(2'5")	749	(2'5")
Maximum Fork Height – mm (ft/in)	3418	(11'3")	3418	(11'3")	3418	(11'3")
Maximum Fork Depth (below ground level) – mm (ft/in)	-38	(-1'11")	-38	(-1'10")	-39	(-1'10")

	Retracted		Mid-Position		Extended	
Material Handling Arm Position						
Operating Load (SAE J1197 and CEN 474-4) – kg (lb)*	1524	(3,360)	1030	(2,271)	758	(1,671)
Overall Length, Maximum – mm (ft/in)	8904	(29'3")	9904	(32'6")	10 902	(35'9")
Reach at Maximum Depth (from machine nose) – mm (ft/in)	544	(1'9")	550	(1'10")	557	(1'10")
Maximum Depth – mm (ft/in)	2618	(8'7")	3618	(11'10")	4616	(15'2")
Maximum Reach (from machine nose) – mm (ft/in)	3221	(10'7")	4221	(13'10")	5219	(17'1")
Height at Maximum Reach – mm (ft/in)	1118	(3'8")	1124	(3'8")	1130	(3'8")
Reach at Maximum Height (from machine nose) – mm (ft/in)	1783	(5'10")	2473	(8'1")	3161	(10'4")
Maximum Height – mm (ft/in)	4445	(14'7")	5169	(16'11")	5891	(19'4")

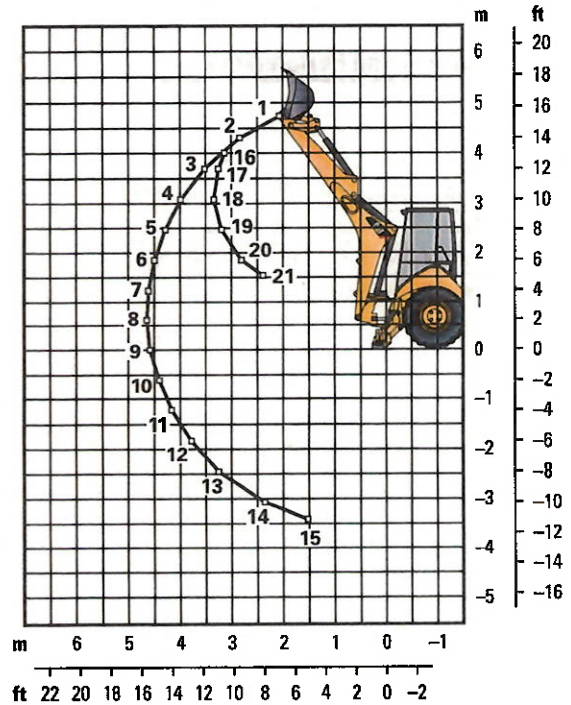
*These numbers are hydraulically limited.

420 Backhoe Loader

Backhoe Lift Capacity

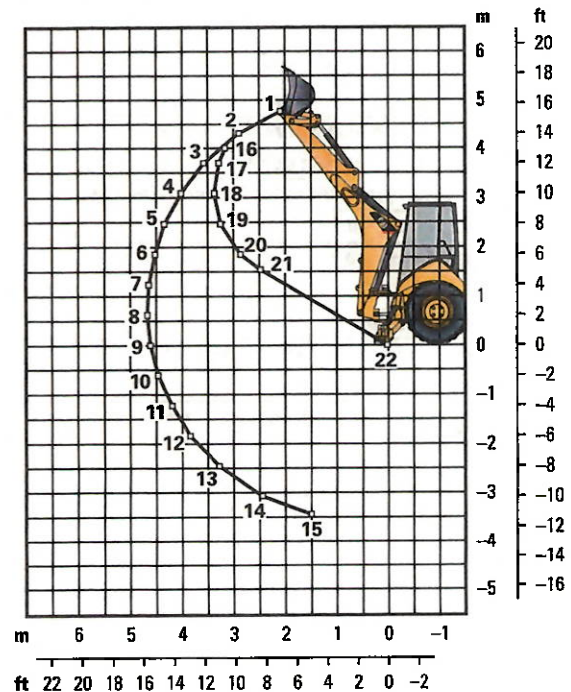
Cat 420 Standard Stick

Boom Lifting	kg	lb
1	1842	4,060
2	2009	4,429
3	2008	4,427
4	1951	4,301
5	1880	4,145
6	1808	3,986
7	1739	3,833
8	1673	3,689
9	1613	3,556
10	1558	3,435
11	1509	3,327
12	1468	3,237
13	1441	3,176
14	1455	3,208
15	1590	3,506
Stick Lifting		
16	2170	4,785
17	2642	5,823
18	2933	6,465
19	3069	6,767
20	3626	7,994
21	4441	9,790



Cat 420 Extendible Stick – Retracted

Boom Lifting	kg	lb
1	1658	3,656
2	1814	3,999
3	1806	3,982
4	1748	3,853
5	1677	3,696
6	1604	3,536
7	1534	3,382
8	1468	3,236
9	1407	3,101
10	1350	2,976
11	1299	2,864
12	1255	2,766
13	1221	2,692
14	1219	2,687
15	1333	2,938
Stick Lifting		
16	2019	4,451
17	2467	5,438
18	2729	6,016
19	2854	6,292
20	3359	7,405
21	4057	8,944
22	0	0

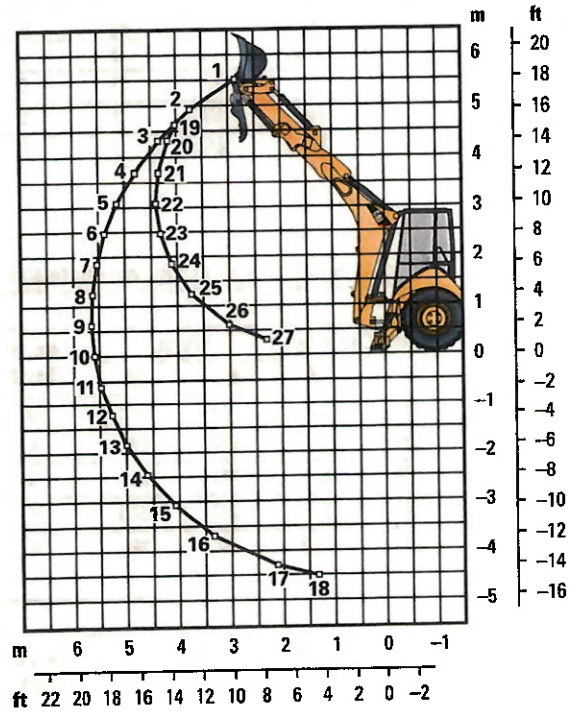


Lift capacities are over-end values calculated according to SAE J31. Values are 87% of the maximum lift force available. Machine equipped with AWD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket and 240 kg (530 lb) counterweight. Extendible stick includes 460 kg (1,015 lb) counterweight.

Backhoe Lift Capacity

Cat 420 Extendible Stick – Extended

Boom Lifting	kg	lb
1	984	2,169
2	1191	2,625
3	1216	2,681
4	1119	2,467
5	1065	2,347
6	1039	2,290
7	1036	2,283
8	1052	2,320
9	1090	2,403
10	1105	2,436
11	1079	2,379
12	1056	2,328
13	1037	2,287
14	1026	2,261
15	1027	2,263
16	1058	2,332
17	1243	2,740
18	1694	3,734
Stick Lifting		
19	928	2,046
20	1159	2,555
21	1485	3,273
22	1715	3,782
23	1912	4,216
24	2052	4,525
25	2343	5,165
26	3105	6,845
27	4455	9,821



Lift capacities are over-end values calculated according to SAE J31. Values are 87% of the maximum lift force available.
 Machine equipped with AWD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket and 240 kg (530 lb) counterweight.
 Extendible stick includes 460 kg (1,015 lb) counterweight.

420 Backhoe Loader

Counterweights (Minimum Counterweight Recommendations)

Standard Stick Loader Bucket	Pin-On Bucket		Loader QC	
	kg	lb	kg	lb
GP	240	530	0	0
MP	0	0	0	0
Forks	N/A	N/A	0	0
Material Handling Arm	N/A	N/A	0	0

Extendible Stick Loader Bucket	Pin-On Bucket		Loader QC	
	kg	lb	kg	lb
GP	460	1,015	240	530
MP	240	530	0	0
Forks	N/A	N/A	240	530
Material Handling Arm	N/A	N/A	240	530

Backhoe Buckets (With weld on adapters and pin-on teeth)

Standard Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	111	245	3
457	18	120	4.2	122	268	4
610	24	180	6.4	141	311	5
762	30	230	8.1	157	345	5
914	36	290	10.2	176	388	6

Heavy Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	121	266	3
406	16	110	3.9	128	282	3
457	18	120	4.2	135	299	4
610	24	180	6.4	160	353	5
762	30	230	8.1	177	391	5
914	36	290	10.2	201	443	6

Soil Excavation

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
457	18	180	6.4	155	341	4
610	24	240	8.5	182	402	5
762	30	320	11.3	206	454	5
914	36	380	13.4	233	513	6

Rock

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	70	2.5	127	279	3
457	18	130	4.6	146	322	4
610	24	200	7.1	174	384	5
762	30	270	9.5	197	434	5
914	36	330	11.7	224	493	6

Coral

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	60	2.1	134	295	4
457	18	100	3.5	155	341	6
610	24	140	4.9	182	402	8
762	30	190	6.7	210	463	10

STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 850 CCA
- Battery disconnect switch
- Boom transport lock
- Brace, lift cylinder
- Brake, parking, Spring Applied Hydraulically Released (SAHR)
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C3.6 (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards, Selective Catalytic Reduction, Diesel Oxidation Catalyst (DOC)
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Four wheel drive
- Four wheel drive shaft guard
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- Halogen lights, working (2 front, 2 rear)
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 4 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Joystick controls: pilot operated, excavator-style with pattern changer
- Key start/stop system
- LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mirror, interior, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 5 volt USB, 1 internal
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Product Link™, satellite, network manager
- Product Link, cellular, network manager
- Seat belt, retractable, 51 mm (2 in)
- Socket, two roof
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, vinyl cover, with armrest
- Stabilizers, EH Control, Auto-UP
- Starting system, glow plugs
- Steering column, tilting, telescopic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, 4 speed, powershift
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

420 Backhoe Loader

OPTIONAL EQUIPMENT

- Auxiliary hydraulics, loader, adjustable flow
- Auxiliary hydraulics, rear, adjustable flow
- Battery, additional, 850 CCA
- Cab, deluxe
- Cold weather fuel (-30° C/-22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (-30° C/-22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for MP or Quick Coupler)
- Hydraulic valves, backhoe (5th and 6th function)
- Hydraulic lines, combined function auxiliary
- LED lights, working (2 front, 2 rear)
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, manual, pin lock
- Radio and CD player, Bluetooth®
- Ride Control
- Rotating beacon, magnetic mount
- Seat, air suspension, fabric with armrest
- Seat, air suspension, fabric with armrest, heated
- Seat belt, retractable, 75 mm (3 in)
- Security system, Bluetooth
- Security system, operator display
- Side mirrors, cab, external
- Single Tilt Loader Coupler, Integrated Tool Carrier (IT) Interface
- Stabilizer pads, reversible
- Stick, extendible
- Touch screen LCD Display : engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Transmission, AutoShift with lock-up torque converter, 6 speed
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

420 Backhoe Loader

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AEHQ8243-01 (06-2020)
Replaces AEHQ8243
Build Number: 07A
(North America)





City of Tybee Island

Memorandum

To: City of Tybee Island City Council Members
From: Pete Gulbranson, City Engineer/Director of Infrastructure
Date: April 19, 2023
Re: Purchase of Backhoe Loader for DPW

Background

In the FY2023 City of Tybee Island approved budget, the Department of Public Works (DPW) budgeted for various capital projects and improvements that will not be able to be completed due to extenuating circumstances. To lessen the budget impact of the FY2024 budget, DPW would like to use some of the excess funds from the FY2023 budget to purchase a new backhoe loader. The current DPW backhoe loader has reached the end of its useful life and was budgeted in FY2024 for replacement. Due to the urgent need to replace the failing backhoe loader, DPW requested quotes from dealerships for existing backhoe loaders that are currently in stock and can be delivered in a timely manner.

Overview

The City solicited three (3) written quotes, attached to this memo, for the purchase of a new backhoe loader with the trade in of the existing backhoe loader. The quotes were as follows:

Dobbs Equipment out of Savannah, GA has a new John Deere 320-P Tier backhoe loader in stock. This backhoe meets all of our specifications and the cost was \$124,500.00. Dobbs was giving us a trade in allowance of \$25,000.00 for our existing backhoe for a **total cost of \$99,500.00**. This includes a 24-month/2,000 hour full warranty.

Low Country Machinery out of Savannah, GA has a new JCB 3CX-15 backhoe loader in stock. This backhoe meets all of our specifications and the cost was \$121,600.00. Low Country Machinery was giving us a trade in allowance of \$22,000.00 for our existing backhoe for a **total cost of \$99,600.00**. This includes a 24-month/2,000 hour warranty.

Yancey Brothers Company out of Savannah, GA has a new Cat-420 backhoe loader in stock. This backhoe meets all of our specifications and the cost was \$137,678.00. Yancey Brothers was giving us a trade in allowance of \$26,500.00 for our existing backhoe for a **total cost of \$111,178.00**. This includes a 12-month/unlimited hours warranty.

Summary

Funding for this backhoe loader will use some of the excess funds in the DPW Capital Outlay in the City of Tybee Island's Fiscal Year 2023 approved budget, adopted June 23, 2022. The overall budget for DPW Capital Outlay Project is \$742,400.00. To date DPW has spent \$345,372.00 on projects and improvements. Projects and improvements currently being completed have earmarked approximately another \$200,000 leaving a balance of approximately \$197,000 in this account. The cost of the backhoe loader was \$99,500.00 which and will be a Capital purchase under account number 350-4210-54-2500.

Recommended Next Steps:

Based on the current condition of the existing DPW backhoe loader, I would recommend the purchase of the John Deere 320-P Tier backhoe loader from Dobbs Equipment out of Savannah, Georgia in the amount of \$99,500.00.

File Attachments for Item:

13. Resolution, 2023-06, Georgia Cities Week



CITY OF TYBEE ISLAND

RESOLUTION 2023-06

WHEREAS, the City of Tybee Island recognizing Georgia Cities Week, April 23 – 29, 2023 and encouraging all citizens to support the celebration and corresponding activities; and

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

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

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

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

NOW, THEREFORE BE IT RESOLVED that I Shirley Sessions and the members of the Tybee Island City Council, declare April 23 – 29, 2023 as Georgia Cities Week and further encourages all citizens, City Government Officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Shirley Sessions
Mayor, City of Tybee Island

File Attachments for Item:

14. First Reading, 2023-09, Section 3-090, Elevator Requirements

ORDINANCE NO. 2023-9
ENTITLED:
ELEVATOR SETBACK EXCEPTIONS AND
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF TYBEE ISLAND, GEORGIA, TO AMEND SECTION 3-090 TO
ADD A SUBSECTION 3 ON THE SCHEDULE OF DEVELOPMENT
REGULATIONS

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, (the “City”) 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 hardship requirement is not well-suited to the circumstances for a variance in instances where hardships may exist to occupants of a residence where access is needed but difficult to obtain to higher floors; and

WHEREAS, an exemption is appropriate to remove elevator shafts from the setback requirements in residential construction to the extent necessary to accommodate standard elevator properties; and

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island that the Code of Ordinances will be amended as follows:

SECTION 1

Section 3-090, Section 3:

An encroachment to permit one elevator is permissible on an existing elevated home to accommodate an elevator into a side or rear setback but only to the extent necessary to accommodate the elevator and the appropriate shaft and the encroachment shall be no larger than 6 feet x 6 feet within the setback and no component or part shall protrude more than 6 feet into the setback upon approval of the building official.

SECTION 2

If any section, subsection, clause, or provision of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance which is not invalid or unconstitutional. Where the provisions of this ordinance are in conflict with other ordinances, the most restrictive provision shall be enforced.

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.

This Ordinance shall become effective on _____ day of _____, 2023.

ADOPTED THIS ___ DAY OF _____, 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____
SECOND READING: _____
ENACTED: _____

File Attachments for Item:

15. First Reading: 2023-10, Sec 2-010, Change of Setback Definition to Allow for Elevators

ORDINANCE NO. 2023-10
ENTITLED:
SETBACK DEFINITION
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF TYBEE ISLAND, GEORGIA, TO AMEND THE DEFINITION
OF “SETBACK” IN ORDER TO EXEMPT FROM SETBACK
REQUIREMENTS THE INSTALLATION AND MAINTENANCE OF
ELEVATORS FOR ACCESS TO PORTIONS OF A RESIDENTIAL
PROPERTY

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, (the “City”) 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 hardship requirement is not well-suited to the circumstances for a variance in instances where hardships may exist to occupants of a residence where access is needed but difficult to obtain to higher floors; and

WHEREAS, in the Land Development Code, Article 2, Definitions, Section 2-010, the section concerning the definition of “Setback” should be revised to correct a typographical error, which has apparently developed over various printings; and

WHEREAS, an exemption is appropriate to remove elevator and shafts from the setback requirements in residential construction upon approval of the building official to the extent necessary to accommodate standard elevator construction; and

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island that the Code of Ordinances will be amended so as revise the definition of “Setback” as follows:

SECTION 1

Land Development Code, Article 2, Definitions, Section 2-010:

Setback means the minimum horizontal distance between the front, rear, or side lot lines and the existing or proposed edges of the structure. The term “required setback” means a line beyond which a building is not permitted to extend under the provisions set forth in this Land Development Code establishing minimum depth and width of yards. Eaves not exceeding 24 inches are exempt from setback requirements. Eaves in excess of 24 inches are not exempt from setback requirements to the extent they exceed 24 inches. On existing structures, one elevator facility and elevator shaft is exempt from side and/or rear yard setback requirements upon approval of the building official, but only to the extent necessary in order to accommodate the installation and maintenance of an elevator and the appropriate shaft and the encroachment shall be no larger than 6 feet x 6 feet within the setback and no component or part shall protrude more than 6 feet into the setback. *See, Section 3-090(3).*

SECTION 2

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance. It is hereby declared as the intent of the City of Tybee Island Mayor and Council that this ordinance would have been adopted had such invalid or unconstitutional portion not been included herein.

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.

This Ordinance shall become effective on _____ day of _____, 2023.

ADOPTED THIS ___ DAY OF _____, 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

16. First Reading, 2023-21, Sec 58-179, Fees

ORDINANCE NO. 2023-21

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF TYBEE ISLAND SO AS TO UPDATE THE DESCRIPTION OF CERTAIN SERVICES FOR THE PURPOSE OF _____ AND TO ESTABLISH AN EFFECTIVE DATE

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 ordinance 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, it is desirable to update the description for certain vendors providing massage therapy services to reflect the title now commonly used for such providers.

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island duly assembled as follows:

SECTION I

Existing Tybee Code Section 58-179 is amended as follows:

Any business of the type listed below operating within the city shall pay a regulatory fee, even if such business has paid a business tax in Savannah, Tybee Island or another jurisdiction, and regulatory fees as defined in section 58-154(b) are established for those businesses operating within the corporate limits of the city, according to the following schedules:

Alcoholic Beverages For 2022

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$730.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$760.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$1,130.00
5816	Retail liquor - sale by drink for consumption on premises only	\$1,600.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day

	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event
	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00
	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00

Alcoholic Beverages For 2023

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$1,110.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$945.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$1,410.00
5816	Retail liquor - sale by drink for consumption on premises only	\$1,950.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day
	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event
	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00
	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00

Alcoholic Beverages For 2024

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$1,490.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$1,130.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$1,690.00
5816	Retail liquor - sale by drink for consumption on premises only	\$2,300.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day
	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event

	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00
	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00

Alcoholic Beverages For 2025

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$1,870.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$1,315.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$1,970.00
5816	Retail liquor - sale by drink for consumption on premises only	\$2,650.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day
	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event
	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00
	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00

Alcoholic Beverages For 2026

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$2,250.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$1,500.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$2,250.00
5816	Retail liquor - sale by drink for consumption on premises only	\$3,000.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day
	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event
	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00

	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00
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Miscellaneous

License Classification	Fee
Advertising, off-premises (billboards) TIC Sec. 8-4-24:	
—32 square feet (4'x8')	\$50.00
—128 square feet (8'x16')	\$75.00
—192 square feet (12'x16')	\$100.00
—288 square feet (12'x24')	\$125.00
Amusements, itinerant (circus, carnival) TIC 7-1-1/7-1-4	\$75.00 per day; \$600.00 maximum
Beach equipment, beach vehicle, and watercraft rental, per site TIC 9-3-30/9-3-36	\$300.00
Book and magazine canvasser; registration fee	\$45.00
Building and construction contractors, subcontractors and tradesmen, licensed in another jurisdiction; registration fee	\$20.00
Escort	\$500.00
Live entertainment	\$50.00
Massage Therapist	\$250.00
Private parking lots	
Residentially zoned	1.00
Commercial	\$200.00
Promoter—special events, pageants, festivals, exhibitions, sporting events, shows, etc.	
—Per single event TIC 7-1-1/-4	\$50.00
—Transient merchant TIC 9-1-20	\$75.00 per day
Short term vacation rentals	\$100.00 per STVR unit as provided in section 34-256 et seq.
Transient rentals; registration fee	\$45.00
Vendor, festival hawker	\$25.00 per day
Vendor, arts and crafts	\$25.00 per event

Notwithstanding any other provision of this section, a business that is already licensed and paying an occupation tax to Tybee shall not have to pay a regulatory fee in connection with vending activities as long as such activities are limited to the same line of product or service covered by the occupational tax paid.

SECTION II

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

SECTION III

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

This Ordinance shall become effective on ____ day of _____, 2023.

ADOPTED THIS ____ DAY OF _____ 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

ORDINANCE NO. 2023-~~_____~~-21

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF TYBEE ISLAND SO AS TO UPDATE THE DESCRIPTION OF CERTAIN SERVICES FOR THE PURPOSE OF _____ AND TO ESTABLISH AN EFFECTIVE DATE

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 ordinance 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, it is desirable to update the description for certain vendors providing massage therapy services to reflect the title now commonly used for such providers.

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island duly assembled as follows:

SECTION I

Existing Tybee Code Section 58-179 is amended as follows:

Any business of the type listed below operating within the city shall pay a regulatory fee, even if such business has paid a business tax in Savannah, Tybee Island or another jurisdiction, and regulatory fees as defined in section 58-154(b) are established for those businesses operating within the corporate limits of the city, according to the following schedules:

Alcoholic Beverages For 2022

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$730.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$760.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$1,130.00
5816	Retail liquor - sale by drink for consumption on premises only	\$1,600.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day

	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event
	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00
	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00

Alcoholic Beverages For 2023

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$1,110.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$945.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$1,410.00
5816	Retail liquor - sale by drink for consumption on premises only	\$1,950.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day
	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event
	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00
	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00

Alcoholic Beverages For 2024

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$1,490.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$1,130.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$1,690.00
5816	Retail liquor - sale by drink for consumption on premises only	\$2,300.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day
	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event

	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00
	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00

Alcoholic Beverages For 2025

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$1,870.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$1,315.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$1,970.00
5816	Retail liquor - sale by drink for consumption on premises only	\$2,650.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day
	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event
	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00
	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00

Alcoholic Beverages For 2026

SIC	License Classification	Fee
5813	Retail beer/wine - sale by package only; consumption on premises prohibited	\$2,250.00
5839	Retail beer/wine - sale by drink for consumption on premises only	\$1,500.00
5815	Retail liquor - sale by package only; consumption on premises prohibited	\$2,250.00
5816	Retail liquor - sale by drink for consumption on premises only	\$3,000.00
5818	Retail liquor - sale by package and drink both in one building under one ownership	\$2,000.00
5881	Wholesale beer	\$765.00
5183	Wholesale liquor	\$1,500.00
5182	Wholesale wine	\$150.00
2080	Distiller, brewer, or manufacturer of alcoholic beverages	\$300.00
	Special event - beer, wine, liquor; special event - beer, wine, liquor (establishments not holding current license)	\$50.00 per day; \$100.00, three-day
	Special event - beer, wine, liquor (establishments holding current license)	\$10.00 per event
	Sunday sales for package only, in addition to all other regulatory fees and taxes	\$50.00

	Sunday sales - sale by drink for consumption on premises, in addition to all other regulatory fees and taxes	\$150.00
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Miscellaneous

License Classification	Fee
Advertising, off-premises (billboards) TIC Sec. 8-4-24:	
—32 square feet (4'x8')	\$50.00
—128 square feet (8'x16')	\$75.00
—192 square feet (12'x16')	\$100.00
—288 square feet (12'x24')	\$125.00
Amusements, itinerant (circus, carnival) TIC 7-1-1/7-1-4	\$75.00 per day; \$600.00 maximum
Beach equipment, beach vehicle, and watercraft rental, per site TIC 9-3-30/9-3-36	\$300.00
Book and magazine canvasser; registration fee	\$45.00
Building and construction contractors, subcontractors and tradesmen, licensed in another jurisdiction; registration fee	\$20.00
Escort	\$500.00
Live entertainment	\$50.00
Masseuse Massage Therapist	\$250.00
Private parking lots	
Residentially zoned	1.00
Commercial	\$200.00
Promoter—special events, pageants, festivals, exhibitions, sporting events, shows, etc.	
—Per single event TIC 7-1-1/-4	\$50.00
—Transient merchant TIC 9-1-20	\$75.00 per day
Short term vacation rentals	\$100.00 per STVR unit as provided in section 34-256 et seq.
Transient rentals; registration fee	\$45.00
Vendor, festival hawker	\$25.00 per day
Vendor, arts and crafts	\$25.00 per event

Notwithstanding any other provision of this section, a business that is already licensed and paying an occupation tax to Tybee shall not have to pay a regulatory fee in connection with vending activities as long as such activities are limited to the same line of product or service covered by the occupational tax paid.

SECTION II

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

SECTION III

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

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

This Ordinance shall become effective on ____ day of _____, 2023.

ADOPTED THIS ____ DAY OF _____ 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

17. First Reading 2023-22, GMEBS-R: City of Tybee Island Defined Benefit Retirement Plan Amendment Ordinance with Adoption



April 19, 2023

RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

Chairman
W. D. Palmer, III
Councilmember, Camilla

Vice Chairman
Rebecca L. Tydings
City Attorney, Centerville

Secretary-Treasurer
Larry H. Hanson
Executive Director

Trustees:

Shelly Berryhill
Councilmember, Hawkinsville

Linda Blechinger
Mayor, Auburn

Ronald Feldner
City Manager, Garden City

Marcia Hampton
City Manager,
Douglasville

Meg Kelsey
City Manager, LaGrange

Sam Norton
Mayor, Dahlonga

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

Kenneth L. Usry
Mayor, Thomson

Clemontine Washington
Mayor Pro Tem, Midway

Donna Whitener

Vince Williams
Mayor, Union City

TRANSMITTED VIA E-MAIL

(jaime.spear@cityoftybee.org)

Ms. Jaime Spear
Human Resources Administrator
City of Tybee Island
P.O. Box 2749
Tybee Island, Georgia 31328-2749

RE: City of Tybee Island GMEBS Defined Benefit Retirement Plan; Amendment to Increase Benefit for Elected Officials and Change Vesting Requirement

Dear Ms. Spear:

Per the City’s request, enclosed please find a draft amended Adoption Agreement and a draft amended General Addendum for the City of Tybee Island’s Georgia Municipal Employees Benefit System (“GMEBS”) Defined Benefit Retirement Plan (“Plan”). The amendment to the Plan increases the monthly benefit for elected officials to \$25 a month per year of service as an elected official (see Adoption Agreement, p. 24) and changes the vesting requirement from 10-year graduated vesting to a 5-year cliff vesting schedule for employees who terminate on or after May 11, 2023 (see Adoption Agreement, p. 29).

The Adoption Agreement provides that the amendment will become effective on May 11, 2023. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

If the draft Adoption Agreement and General Addendum are acceptable as drafted, please have the designated representatives execute, sign and date each document where indicated. Once the documents are executed, please scan and email each document to Gina Gresham at rgresham@gacities.com. We will then countersign the documents and return an electronic copy to you. Please note that GMEBS will not execute plan documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6236 or kjeselnik@gacities.com.

Sincerely,

Kevin H. Jeselnik
Assistant General Counsel

Encl.

- C: Mr. Edward Hughes, City Attorney, City of Tybee Island (w/ encl.)
- Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
- Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
- Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

**GENERAL ADDENDUM TO THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Tybee Island, Georgia as follows (complete one or more sections, as applicable):

*** Items (1) through (11) of General Addendum – Not Applicable ***

(12) Minimum and Maximum Limits on Normal Retirement Benefit Amount for Regular Employees.

Check one or more as applicable:

- (a) The minimum monthly normal retirement benefit amount shall be: \$_____, _____% of the Participant's Final Average Earnings (specify minimum monthly amount or percentage).

The minimum benefit amount elected above shall apply to (check one):

- All Participants who are Regular Employees.
 Only the following Participants (must specify)

_____.

- (b) The maximum monthly normal retirement benefit amount shall be: \$_____, 100% (specify maximum monthly amount or percentage) of: the highest monthly earnings used to calculate the Participant's Final Average Earnings, the Participant's Final Average Earnings. This maximum benefit limit shall apply in addition to and not in lieu of any applicable limits under Internal Revenue Code Section 415.

The maximum benefit amount elected above shall apply to (check one):

- All Participants who are Regular Employees.
 Only the following Participants (must specify)

_____.

Note: The minimum or maximum limit elected above shall apply to the standard form of payment. If the Participant elects a different form of benefit payment, the limit shall be actuarially adjusted based on the form of benefit payment elected.

***** Items (13) through (16) of General Addendum – Not Applicable *****

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Tybee Island, Georgia this _____ day of _____, 20____.

Attest:

CITY OF TYBEE ISLAND, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

**Board of Trustees
Georgia Municipal Employees
Benefit System**

(SEAL)

Secretary

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Tybee Island

Form Volume Submitter Adoption Agreement
Amended and Restated as of January 1, 2013
(With Amendments Taking Effect on or Before January 1, 2017)

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Tybee Island, Georgia in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Tybee Island, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Tybee Island, Georgia is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Master Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN
ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Tybee Island, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **P.O. Box 2749, Tybee Island, GA 31328-2749**
Phone: **(912) 472-5080**
Facsimile: **(912) 786-5737**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Master Plan)

Name: **City Manager**
Address: **P.O. Box 2749, Tybee Island, GA 31328-2749**
Phone: **(912) 472-5080**
Facsimile: **(912) 786-5737**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position: Clerk of Council (City Clerk)

Position: City Manager

Position: Finance Officer of the City

Position: One (1) active City Employee appointed by the Mayor and Council

Position: One (1) active City Employee appointed by the Mayor and Council

Position: One (1) member of the Mayor and Council designated by the Mayor and Council

In the event the title of a position on the Pension Committee should change, an amendment to the Adoption Agreement shall not be necessary; rather, such position shall be held and filled by the individual with the most similar job description.

Pension Committee Secretary: Human Resources Administrator

Address: P.O. Box 2749, Tybee Island, GA 31328-2749

Phone: (912) 472-5029

Facsimile: (912) 786-5737

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (check one):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
 - To update the Plan to comply with PPA, HEART, WRERA, and other applicable federal laws and guidance.
 - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): This is an amendment to: 1) increase the monthly Normal Retirement benefit for elected or appointed members of the Governing Authority in such positions on or after May 11, 2023, to \$25.00 a month per year of Service as an elected or appointed member of the Governing Authority (see Adoption Agreement, p. 24); and 2) reduce the Vesting requirement from 10-year graduated Vesting to 5-year cliff

Vesting for Eligible Regular Employees who Terminate on or after May 11, 2023 (see Adoption Agreement, p. 29).

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"); the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART"); and the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2012-76 (the 2012 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, WRERA, and the 2012 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is _____.

(insert effective date of this Adoption Agreement not earlier than January 1, 2013).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be the _____ **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Master Document or in this Adoption Agreement, the effective date of this restatement shall be **May 11, 2023** **(insert effective date of this Adoption Agreement not earlier than January 1, 2013)**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **October 22, 2020** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **July 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **May 1, 1987** **(insert effective date of Employer's original GMEBS**

Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective ____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (check one):

- Calendar Year
- Employer Fiscal Year commencing _____.
- Other (must specify month and day commencing): May 1.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Master Plan's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Master Plan and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (check one):

- ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ALL REGULAR EMPLOYEES EXCEPT** for the following employees (must specify; specific positions are permissible; specific individuals may not be named):
Any City Manager who agrees in his or her employment contract with the City not to participate in this Plan shall be ineligible to participate in this Plan with respect to such employment. In the event that a City Manager agrees in his or her employment contract with the City not to participate in this Plan, the City shall provide GMEBS with written notice of such contract provision(s) within 180 days after the City Manager becomes employed with the City in such position; provided, however, that notwithstanding any provision in this Adoption Agreement or the Master Plan to the contrary, the failure of the City to provide such written notice to GMEBS shall not make such a City Manager eligible to participate in this Plan (see Adoption Agreement pp. 7-8 concerning participation in the Plan by City Managers).

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Master Plan's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically

identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) **Elected or Appointed Members of the Governing Authority (check one):**

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Each elected or appointed member of the Governing Authority who holds an office of the Employer on July 1, 2003, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to July 1, 2003 shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after July 1, 2003, that he or she occupies any elective office of the Governing Authority (see Adoption Agreement pp. 7-8 regarding participation in the Plan). In accordance with Section 4.03(b) of the Master Plan, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date he or she initially takes such office or returns to office.**

(2) **Municipal Legal Officers (check one):**

- ARE NOT eligible to participate in the Plan.
- ARE eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

10. ELIGIBILITY CONDITIONS

A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: **35 hours/week** (must not exceed 40 hours/week regularly scheduled)

- 6 -

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): Eligible Regular Employees employed on or before October 10, 1996, provided they are not Terminated and reemployed after such date.

Minimum hour requirement applicable to excepted Regular Employees:

- No minimum
- 20 hours/week (regularly scheduled)
- 30 hours/week (regularly scheduled)
- Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- No minimum
- At least 5 months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

The months to year requirement for excepted class(es) are:

- No minimum
- At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Master Plan, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Master Plan. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, he must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date he first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Master Plan).
- Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): **If a former City Manager or other Employee has previously waived or declined participation in the Plan prior to July 1, 2003, said City Manager or Employee shall not receive credit for any service with the City prior to July 1, 2003. Notwithstanding any provision to the contrary, since July 1, 2003, the City's Plan has operated and will continue to operate as follows with respect to participation in the Plan by the City Manager and by elected or appointed members of the Governing Authority. The City Manager is required to participate in the Plan, provided he or she meets the eligibility requirements for participation that are applicable to other Regular Employees; however, a City Manager who affirmatively agrees in his or her employment contract with the City not to participate in this Plan is ineligible to participate in the Plan (see p. 5 relating to Eligible Regular Employees). Each elected or appointed member of the Governing Authority automatically participates in the Plan unless he or she irrevocable elects in writing not to participate in the Plan within 120 days following the date on which he or she first takes such office or returns to office, as applicable, and such election is submitted to the Pension Committee Secretary in the form and manner required by the City within said 120 day period.**

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. **Credited Past Service with Adopting Employer**

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If

an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but he returns to Service with the Adopting Employer sometime after the Effective Date, his Service prior to the date he becomes a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after his return to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Notwithstanding any other provision, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on July 1, 2003.**

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, his Credited Past Service shall include only the number of years and complete months of Service from his initial employment date to the date he becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Master Plan for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Master Plan. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.
- Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

- One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
 - All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.
 - Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.
- (4) Payment for Prior Military Service Credit(check one):**
- Participants shall **not** be required to pay for military service credit.
 - Participants shall be required to pay for military service credit as follows:
 - The Participant must pay _____% of the actuarial cost of the service credit (as defined below).
 - The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Master Plan, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Master Plan.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the

Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - Computing amount of benefits payable.
 - Meeting minimum service requirements for vesting.
 - Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.
- Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Payment for Prior Governmental Service Credit.

- Participants shall **not** be required to pay for governmental service credit.
- Participants shall be required to pay for governmental service credit as follows:

- The Participant must pay ____% of the actuarial cost of the service credit.
- The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Master Plan, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**
- The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable):**
 - Unused sick leave
 - Unused vacation leave
 - Unused personal leave
 - Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- The Participant must be 100% vested in a normal retirement benefit.
- The Participant must have at least _____ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (**check one or more as applicable**):

- Computing amount of benefits payable.
- Meeting minimum service requirements for vesting.
- Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of _____ months (**insert number**).

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Master Plan; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are (**check one or more as applicable**):

- Attainment of age **55** (**insert number**)
- Completion of **10** years (**insert number**) of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Early retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age _____ (**insert number**)
- Completion of _____ years (**insert number**) of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are (**check one or more as applicable**):

- Attainment of age **65** (**insert number**)
- Completion of **5** years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Normal retirement qualifications for excepted class(es) are (**check one or more as applicable**):

- Attainment of age _____ (**insert number**)
- Completion of _____ years (**insert number**) of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62

(unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

- Attainment of age **65 (insert number)**
- Completion of _____ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- Attainment of age _____ **(insert number)**
- Completion of _____ years **(insert number)** of Total Credited Service
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject

to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

Attainment of age _____ **(insert number)**

Completion of _____ years **(insert number)** of Total Credited Service

In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

All Participants who qualify.

Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the**

definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):

- (3) **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant (**check one or more items below, as applicable**):

- Must have attained at least age _____ (**insert number**)
- Must not satisfy any minimum age requirement
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):

- (4) **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if he has at least _____ years (**insert number**) of Total Credited Service, regardless of the Participant's age.
- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the

Participant meets the minimum service requirement specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Other Alternative Normal Retirement Benefit.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 62 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: all Participants only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- All Participants who qualify.
- Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):

(6) **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Attainment of age 55 and completion of 20 years of Total Credited Service.

- In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and is at least age 50 (unless a lower safe-harbor age is permitted under applicable federal law), subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (**check one**): all Participants only the following class(es) of Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

This alternative normal retirement benefit is available to:

- All public safety employee Participants who qualify.
- Only the following public safety employee Participants (**must specify - specific positions are permissible; specific individuals may not be named**): **Firefighters and Police Officers, as defined in Section 2.34 and 2.51 of the Master Plan, respectively.**

A public safety employee Participant (**check one**): is required is not required to be in the service of the Employer at the time he satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police

protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Master Plan and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Master Plan. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Master Plan.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum.
- _____ years (**insert number**) of Total Credited Service.

Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is (**check one or all that apply**):

- not limited.
- limited to _____ years for all Participants.
- limited to _____ years for the following classes of Eligible Regular Employees:
 - All Eligible Regular Employees.
 - Only the following Eligible Regular Employees: _____.
- limited to _____ years as an elected or appointed member of the Governing Authority.
- limited to _____ years as a Municipal Legal Officer.
- Other (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

- (a) **Flat Percentage Formula.** _____% **(insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
 Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (b) **Alternative Flat Percentage Formula.** _____% **(insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (c) **Split Final Average Earnings Formula.** **1.5%** **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus **2.0%** **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants who are Regular Employees.
 Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (d) **Alternative Split Final Average Earnings Formula.** _____% **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- All Participants.
 Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Master Plan. This definition of Covered Compensation shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$_____ **(specify amount)**. This definition shall apply to **(check one)**:
 - All Participants who are Regular Employees.
 - Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- All Participants who are Regular Employees.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows (**check one**):

- Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- \$25.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer or major fraction thereof (6 months and 1 day).

This formula applies to:

- All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Master Plan to account for early commencement of benefits. This provision shall apply to:
 - All Participants.
 - Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.
- (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

- All Participants.
- Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u> <u>Retirement Age)]</u> (check as applicable)	<u>Percentage of</u> <u>Normal Retirement Benefit*</u> (complete as applicable)
<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of his Late Retirement Date.
- (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Master Plan; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Master Plan.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of his Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- No minimum is established.
- No less than (**check one**): 20% 10% ____% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- No less than (**check one**): 66 2/3 % ____% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding his Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

Note: The Adopting Employer is responsible for reporting to GMEBS any amounts to be used in an offset.

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- No minimum or maximum applies.
- Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- Other minimum or maximum (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**):
_____.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Master Plan Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Master Plan Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) **Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after his Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after his Normal or Alternative Normal Retirement Date, the following rule shall apply (**check one**):

- (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.
- (b) The Participant may continue to receive his retirement benefit in accordance with Section 6.06(b) of the Master Plan. This rule shall apply to (**check one**): all Retired Participants only the following classes of Retired Participants (**must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Master Plan if they return to work with the Employer**):_____.

(2) **Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before his Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before his Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply (**check one or more as applicable**):

- (a) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan for as long as the Participant remains employed.

This rule shall apply to (**check one**): all Retired Participants; only the following classes of Retired Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

- (b) The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Master Plan. However, the Participant may begin receiving benefits after he satisfies the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable,

and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Master Plan, in accordance with Section 6.06(b)(2)(B)(i) of the Master Plan.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (c) The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Master Plan.

This rule shall apply to **(check one)**: all Retired Participants; only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Master Plan. The Employer hereby elects the following **(check one)**:

- (1) No cost-of-living adjustment.
- (2) Variable Annual cost-of-living adjustment not to exceed **3.0%** **(insert percentage)**.
- (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- All Participants (and their Beneficiaries).
- Participants (and their Beneficiaries) who terminate employment on or after **June 1, 1999** **(insert date)**.
- Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Master Plan, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in his accrued retirement benefit in accordance with the following schedule (check one):

- No vesting schedule (immediate vesting).**
- Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (insert number not to exceed 10) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (insert percentages):

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): _____.

Vesting Schedule for excepted class (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Master Plan, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in his accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule (check one):

- Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- No vesting schedule (immediate vesting).
- Other vesting schedule **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Benefits shall be 100% Vested after the Participant has a minimum of 4 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies this minimum. If the Participant holds office as an elected or appointed member of the Governing Authority or is employed as an Eligible Regular Employee on July 1, 2003, then Service with the City prior to July 1, 2003, will be taken into account in determining whether the Participant has satisfied the 4-year Vesting requirement. Otherwise, service prior to July 1, 2003, will not be taken into account.**

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

- (1) **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:
- The Participant must be vested in a normal retirement benefit.
 - The Participant must have _____ years **(insert number)** of Total Credited Service.
 - The Participant must be eligible for Early or Normal Retirement.
 - Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** _____.
- (2) **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

- The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Master Plan.
- The Participant must have _____ years **(insert number)** of Total Credited Service.
- Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

- Total Credited Service accrued prior to the date of the Participant's death.
- Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: one-half (½) _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Master Plan Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but he does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Master Plan, the Employer hereby elects the following terminated vested death benefit (**check one**):

- Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had he elected a 100% joint and survivor benefit under Section 7.03 of the Master Plan.
- Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): _____.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- Are not required.
- Are required in the amount of _____% (**insert percentage**) of Earnings for all Participants.
- Are required in the amount of _____% (**insert percentage**) of Earnings for Participants in the following classes (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- Interest shall not be paid.
- Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
_____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the

new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this volume submitter program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the volume submitter advisory letter if it makes certain elections under the Adoption Agreement or the Addendum.

The Adopting Employer hereby agrees to abide by the Master Plan, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Master Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Master Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of

this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Master Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under advisory letter J501718a dated March 30, 2018. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the volume submitter practitioner who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the volume submitter practitioner for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Practitioner the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a

result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2015-36; or

- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Master Plan or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated his office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be May 11, 2023.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Tybee Island, Georgia this _____ day of _____, 20_____.

Attest:

CITY OF TYBEE ISLAND, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20_____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

File Attachments for Item:

18. Second Reading, 2023-05: Sec 5-050(C) Expanded Notification of Owners or Occupants

ORDINANCE NO. 2023-05
ENTITLED:
EXPANDED NOTIFICATION OF CERTAIN PROPERTY PETITIONS AND
AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF TYBEE ISLAND, GEORGIA, TO AMEND THE LAND DEVELOPMENT
CODE SECTION 5-050(C) TO EXPAND THE NOTICE APPLICABLE TO
APPLICATIONS FOR RELIEF UNDER VARIOUS ACTIONS REQUESTED
REQUIRING PUBLIC HEARING

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, (the “City”) 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 City wishes to expand the notice applicable to applications for relief under various provisions requested which require public hearing so as to provide for notice to owners beyond just “adjacent” property owners; and

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island that the Code of Ordinances will be amended as follows:

SECTION 1

Land Development Code, Section 5-050(C) shall hereinafter read as follows:

Notification to Nearby Property Owners or Occupants. At least 15 days, but not more than 45 days, before the scheduled public hearing, the zoning administrator shall notify all neighboring property owners or occupants within a 200 foot radius of the location of the property for which the relief is requested on applications for rezoning, variance, special review and/or site plan approval. Notice, in addition to the date, time and place of the public hearing, shall include the location of the property and the relief sought. Failure of the zoning administrator to send out notices, or the failure of the property owners or occupants to receive notification shall not affect the validity of any determination of an application, as this procedure exists as a supplement to the legally required notification procedures.

SECTION 2

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance. It is hereby declared as the intent of the City of

Tybee Island Mayor and Council that this ordinance would have been adopted had such invalid or unconstitutional portion not been included herein.

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.

This Ordinance shall become effective on _____ day of _____, 2023.

ADOPTED THIS ___ DAY OF _____, 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

19. Second Reading: 2023-06: Sec 5-050, Single Family to Multifamily Rezoning

ORDINANCE NO. 2023-06

ENTITLED:

**ZPL – MULTI-FAMILY TO SINGLE FAMILY CLASSIFICATION AND
AN ORDINANCE TO AMEND THE LAND DEVELOPMENT CODE FOR THE CITY
OF TYBEE ISLAND GEORGIA SO AS TO ADD A SUBSECTION OUTLINING THE
REQUIREMENTS TO REZONE LAND DESIGNATED SINGLE-FAMILY TO MULTI-
FAMILY 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, 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 City has determined that the Land Development Code is in need of revision and updating so as to establish appeal standards uniform with the changes established by House Bill 1405 which amended the Zoning Procedures Law;

NOW, THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island as follows:

SECTION I

Section 5-050 of the Land Development Code is hereby amended to add a subsection that shall read as follows:

- (E) In instances where O.C.G.A. §36-66-4(h)(1) would require that there be additional public hearings because of efforts to change land zoned for single or two-family dwellings (R-1, R-1-B, R-2 and R-T) to zoning for multi-family dwellings (C-1 or R-T after special review), the procedures required by O.C.G.A. §36-66-4(h)(1) apply.

SECTION II

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance. It is hereby declared as the intent of the City of Tybee Island Mayor and Council that this ordinance would have been adopted had such invalid or unconstitutional portion not been included herein.

SECTION III

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

SECTION IV

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 V

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

This Ordinance shall become effective on _____ day of _____, 2023.

ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

20. Second Reading: 2023-07, Sec 5-060 Appeal of Zoning Decision

ORDINANCE NO. 2023-07
ENTITLED:
APPEAL OF ZONING DECISION AND
AN ORDINANCE TO AMEND THE LAND DEVELOPMENT CODE FOR THE CITY
OF TYBEE ISLAND GEORGIA SO AS TO ADD A SUBSECTION OUTLINING THE
APPEAL PROCESS FOR ZONING ACTIONS OR SUBDIVISION PROCEDURES 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, 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 City has determined that the Land Development Code is in need of revision and updating so as to establish appeal standards uniform with the changes established by House Bill 1405 which amended the Zoning Procedures Law;

NOW, THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island as follows:

SECTION I

Section 5-060 of the Land Development Code is hereby amended to add a subsection that shall read as follows:

- (e) In the event that an applicant is dissatisfied with a zoning decision of the mayor and council, the applicant may, within 30 days of the written decision, challenge the decision of the mayor and council as required by O.C.G.A. § 36-66-5.1. Pursuant to O.C.G.A. § 36-66-5.1(c), where an applicant challenges a decision, the Mayor shall serve as the designated elected official with the power to approve or issue any form or certificate necessary to perfect the applicant's petition and who shall accept service of such petition on behalf of the mayor and council during normal business hours, at the offices of the local government.

SECTION II

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance. It is hereby declared as the intent of the City of Tybee Island Mayor and Council that this ordinance would have been adopted had such invalid or unconstitutional portion not been included herein.

SECTION III

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

SECTION IV

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 V

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

This Ordinance shall become effective on _____ day of _____, 2023.

ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

21. Second Reading: 2023-08, Sec 5-060, Required Number of Public Hearings

ORDINANCE NO. 2023-08

ENTITLED:

**ZPL – PUBLIC HEARING PROCEDURES AND
AN ORDINANCE TO AMEND THE LAND DEVELOPMENT CODE FOR THE CITY
OF TYBEE ISLAND GEORGIA SECTION 5-060, SO AS TO REVISE THE REQUIRED
NUMBER OF HEARINGS IN ORDER TO OBTAIN A PERMIT IN ACCORDANCE
WITH THE ZONING PROCEDURES LAW 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, 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 City has determined that the Land Development Code is in need of revision and updating so as to establish standards uniform with the changes established by House Bill 1405 which amended the Zoning Procedures Law;

NOW, THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island as follows:

SECTION I

The introductory paragraph of Section 5-060 of the Land Development Code is hereby amended so that hereafter such paragraph shall read as follows:

Whenever a zoning action or subdivision procedures take place, a hearing must be held before the public. Unless otherwise required by law, only one official public hearing is required for text amendments, rezonings, special uses, and concurrent variances, or any combination thereof. In Tybee Island there are two public hearings held for each zoning action or subdivision procedure; one before the planning commission and the other before the mayor and council. The public hearing before the mayor and council is by record the official public hearing. The purpose of each public hearing is to discuss information pertinent to the particular action or procedure. During the hearing the following rules and actions shall be followed:

SECTION II

If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance. It is hereby declared as the intent of the City of Tybee Island Mayor and Council that this ordinance would have been adopted had such invalid or unconstitutional portion not been included herein.

SECTION III

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

SECTION IV

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 V

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

This Ordinance shall become effective on _____ day of _____, 2023.

ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

22. Second Reading: 2023-11, Sec 3-TBD, to Restrict STR Permits in the R-1, R-1B and R-2

ORDINANCE NO. 2022-04

ENTITLED:

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND GEORGIA, SO AS TO REVISE PERMISSIBLE USES IN RESIDENTIAL ZONING DISTRICTS SPECIFICALLY R-1, R-1-B AND R-2 SO AS TO CLARIFY THE SAME AND TO RECOGNIZE EXISTING AND ONGOING PROPERLY PERMITTED SHORT-TERM RENTALS OF PROPERTIES IN SUCH ZONES BUT TO RECOGNIZE OR ADDRESS ANY PROPERTY CURRENTLY OPERATED AS A SHORT-TERM RENTAL PROPERTY IN SUCH ZONES, AND CONSIDER WHETHER SUCH USES SHALL BE AUTHORIZED TO CONTINUE SUBJECT TO THE TERMS CONTAINED HEREIN AND TO FURTHER AMEND THE CODE SO AS TO CLARIFY THE TERMS THEREOF BY WAY OF APPROPRIATE DEFINITIONS, TO PROVIDE FOR STANDARDS BY WHICH PREVIOUSLY OPERATED LOCATIONS AND NOW TO BE POTENTIALLY NON-CONFORMING USES THAT MAY BE DISCONTINUED, ABANDONED AND NO LONGER BECOME SHORT-TERM RENTAL PROPERTIES, AS DEFINED HEREIN AND TO CREATE REVIEW PROCEDURES RELATED TO ANY DISPUTES AS TO THE DISCONTINUANCE OF SUCH USES AND TO REPEAL CONFLICTING PROVISIONS, TO ESTABLISH 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, 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 revise zoning definitions and adopt ordinances under its police and home rule powers; and

WHEREAS, the City of Tybee Island has conducted numerous public hearings, surveys, focus group sessions, stakeholder conference calls and other means of gauging public opinion over a period of years, all on the subject of rentals for under 30 days. While these activities have been held covering all zoning areas on Tybee, this ordinance addresses rental activity within the R-1, R-1-B and R-2 areas only; and

WHEREAS, the community has a limited number of housing units contained within these three residential zones and is seeking to protect and maintain the quantity and diversity of housing options for the general public in accordance with the Tybee Island master plan. The character of the island's residential community is an important feature for residents and for any visitor on the

island. The existing tourist trade is very dependent upon this diversity and on the unique character currently found in these zones; and

WHEREAS, the City of Tybee Island has demonstrated that the usage of this limited residential housing stock has become increasingly dominated by rentals for less than thirty days, and in many cases, high turnover rentals with stays of less than five days. These units are also increasingly operated by absent owners, agents, investment firms and other real estate operations with no connection to the Tybee Island community, as demonstrated during the many sessions for public input. This increase has been verified by third party software purchased by the City with the intent to identify and monitor these Short-Term Rentals. The methods and results of this software have been made extensively public and have been thoroughly examined; and

WHEREAS, additionally, while anecdotal evidence demonstrates that behavior by this transient, rental population has improved significantly over the last few years, this has not been achieved without significant dedication of resources by the City of Tybee Island well as significant cooperation from local owner/operators, including, but not limited to, the creation of strict residential noise ordinances, sign ordinances, a dedicated complaint hotline, occupancy restrictions, and an entire dedicated enforcement department enforcing ordinances through citations. These efforts demonstrate the need for continued regulation of this expanding short term rental industry within the residential zones; and

WHEREAS, cities must from time to time update existing zoning definitions to keep pace with changes in technology, population trends and land usages. The City of Tybee Island has determined that the increase in online reservation systems and other peer to peer technology breakthroughs has substantially altered the face of the tourism industry and this plays a significant role in changing the character of neighborhoods within these residential zones; and

WHEREAS, the City has conducted a carrying capacity study that addresses the impact of density and consequences upon the City's infrastructure and which calls for restrictions beyond those previously imposed upon certain uses, including Short-Term Rentals; and

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island that the Code of Ordinances will be amended so as to provide as follows:

SECTION 1 – PURPOSE AND INTENT

The purpose of this ordinance is to clarify the definitions and uses for certain residential zoning districts. Section 4-050(A)(B) and (C) of Article 4 of the Land Development Code shall be amended so as to include the following sections for all buildings and structures located within zoning districts R-1, R-1-B and R-2. Except as set forth herein, no residence, structure or building within zones R-1, R-1-B and R-2, shall be operated as a Short-Term Rental or leased or rented or held available for rental for less than thirty days. Existing and ongoing properly permitted Short-Term Rentals which have been operated within the City in zones R-1, R-1-B and R-2 prior to the effective date hereof shall not be a use as of right, but rather, such use will be a nonconforming use hereafter, except for owner occupied locations as authorized below or in other sections of the Code of Ordinances.

SECTION 2 – DEFINITIONS

The following words and phrases, as used in this article, shall have the following meanings:

Authorized agent means the owner's agent or the owner's designee who is normally available and authorized to respond to any issues arising from a short-term rental unit within two hours and who is authorized to receive written notice on behalf of the owner.

Cap means the maximum number of properties that may be licensed for Short-Term rental use in a given zoning district which may be later defined or established with a restricted zoning designation. The cap may be calculated as a percentage of the total number of developed dwelling units and developable lots within a zoning district or, alternately, as a flat number, not a percentage. Once a zoning district has met its cap, a waiting list or other means of determining eligibility for a permit may be established for properties which seek to obtain a short-term vacation rental permit.

Nonconforming use means the use of any land, building, or structure which does not conform with currently applicable use regulations, but which complied with use regulations in effect at the time the use was established.

Short-term rental (STR) property means an accommodation for guests where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time less than 30 consecutive days. Such use may or may not include an on-site manager. For the purposes of this definition, a residential dwelling shall include all housing types. This is also identified as “STR”. This shall exclude bed and breakfast accommodations as they are currently defined by the City of Tybee’s land development code. However, bed and breakfast establishments are required to have occupational tax certificates, and to pay taxes and fees as required by law or ordinance.

Sublet rentals is a property which is leased from its owner on a long-term basis (30 days or longer) but then made available by the lessee for short term rental or occupancy to a different party and shall be considered a short-term rental and both lessor and lessee are subject to ordinances regulating short term rentals.

SECTION 3 – NOTICE OF AND ABANDONMENT OF NONCONFORMING USE

If a property holding a Short-Term Rental permit in zoning districts R-1, R-1-B and R-2 fails to conduct short term rentals (rentals of less than 30 days each), at least 90 days of rental at full market value within the preceding 12-month period, it shall be presumed that such short-term rental use has been abandoned and therefore such use shall be unauthorized. It is the owner or rental operator’s burden to establish the rentals. The existence of rentals shall be proven by the applicable tax returns filed by the owner for that location. In the event tax returns or other verifiable tax documentation are not available due to the rental occurring, or allegedly occurring, through a marketplace innkeeper or an online booking service, (such as Airbnb or similar providers), the owner may establish rentals through other documentation including rental records to the City’s satisfaction. No new permit or renewal of a permit shall be granted if an owner or rental operator fails to make this showing of rentals. Any new owner seeking a permit is responsible to demonstrate the prior property owner’s rental history.

Any previously operated Short-Term Rental within the R-1, R-1-B and R-2 zoning districts which is determined abandoned will no longer be allowed to operate as a Short-Term Rental.

Any property holding an STR permit is exempt from the above requirement to establish the short-term rental history for any period where the property is subject to a written lease for a long-term rental. “Long term rental” as used herein means a bona fide written lease agreement for a period of 30 days or more.

SECTION 4 – ALLOWANCES

In locations other than properties zoned R-1, R-1B or R-2, notwithstanding any other provisions in the Code of Ordinances, a Short-Term Rental use is allowable in any zoning districts as long as the Short-Term Rental location and the owners, agents or representatives for such location are in full compliance with all provisions of the City's then current Short-Term Rental Ordinance currently codified at 34-260, et seq. including but not limited to all requirements regarding the payment of taxes, compliance with the Good Neighbor Policy, enforcement of the occupancy limits, compliance with noise and other regulations and such property has avoided citations for violating the Disorderly House Ordinance.

Any structure on a property that contains multiple STR units must have a permit for each separate unit. In zones R-1, R-1B and R-2, if a property identified by a single parcel identification number per official tax records, has more than one structure on it that contains an STR unit, only one structure is eligible to apply for a permit.

SECTION 5 – CAPS IN CERTAIN ZONING DISTRICTS

For purposes of this section, a restricted zoning designation category or cap shall be any zoning district in which an ordinance exists limiting the number of authorized Short-Term Rental units in that particular district. In the event a cap on Short-Term Rental units exists for a certain zoning district and a permitted unit in that district is thereafter disqualified for a rental permit, that unit's permit shall be void. No new location or unit will be issued a Short-Term Rental permit to operate as an STR in any restricted zoning designation district which has already issued permits equaling the cap. Exceptions to this prohibition of issuing new permits over any cap may be allowed as set forth by ordinance. The City may establish a waiting list or other means of determining eligibility for a permit for locations in a restricted zoning designation district as necessary.

SECTION 6 – NEW PERMITS PROHIBITED

No new permits are allowable in R-1, R-1-B, and R-2 zones except as otherwise provided herein.

SECTION 7

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

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

The provisions of this ordinance were previously adopted by Council following public hearings and all sections became effective 10-13-22 except Sections 3 and 4 which were to be effective May 1, 2023 as pursuant to a motion made at the meeting. This current ordinance readopts all sections of the ordinance confirming the provisions; the terms of Sections 3 and 4 are to be effective on May 1, 2023.

ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

Original Z-2 in Word – Main – Revised 9-28-2022
Original Z-2 in Word – Main – Revised 8-15-1022
Original Z-2 in Word – Main – Revised 8-11-2022
Amended STVR Ordinance W-O Hardship – 5-31-2022 – By Section

File Attachments for Item:

23. Second Reading: 2023-12; Sec 3-TBD, to allow for an Exception to the STR Abandonment Clause in Cases of Certain Calamities

ORDINANCE NO. 2023-_____

ENTITLED:

EXCEPTION TO RENTAL REQUIREMENTS FOR CERTAIN CALAMITIES AND AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND GEORGIA, SO AS TO AMEND NOTICE OF AN ABANDONMENT AND NONCONFORMING USE, PREVIOUSLY SECTION 3 TO ORDINANCE NO. 2022-04 (Z-2) SO AS PROVIDE FOR RELIEF IN CERTAIN INSTANCES OF OR FROM THE REQUIREMENTS OF THE 90 DAY PROVISION DUE TO CERTAIN CALAMITIES OR FORCES OF NATURE, INCLUDING BUT NOT LIMITED TO PANDEMICS AND/OR PHYSICAL DAMAGES TO A STRUCTURE AND, TO PROVIDE FOR PROCEDURES FOR ADDRESSING REQUESTS FOR SUCH RELIEF AND TO CONFIRM THE EFFECT DATE AND ADOPTION OF SECTION 3, NOTICE OF ABANDONMENT AND NONCONFORMING USE, TO REPEAL CONFLICTING ORDINANCES OR PROVISIONS AND TO INSURE CONFORMITY AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia (hereinafter the “City”), 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 revise a zoning ordinance under its police and home rule powers; and

WHEREAS, following numerous public hearings, meetings, and update shops, conference calls, and focus group sessions, conducted in order to address Short-Term Rentals in R-1, R-1-B and R-2 areas; and

WHEREAS, the City previously addressed and adopted ordinances revising the Short-Term Rental code; and

WHEREAS, the City adopted certain zoning ordinances addressing Short-Term Rentals and finds a need to revise Section 3 of Ordinance No. 2022-04; and

WHEREAS, the provisions of Section 3 of Ordinance No. 2022-04, as previously adopted, has among other things, a requirement of at least 90 days of rental at full market value within the preceding 12-month period and a presumption that the use has been abandoned and becomes unauthorized if such rentals are not established; and

WHEREAS, the City wishes to revise the same so as to provide a procedure for relief from the 90-day requirement in the event the inability to rent is shown to be a result of damages to the property resulting from fire, hurricane or storm damage, and/or due to situations such as spread of disease, such as the pandemic experienced in recent years; and

NOW THEREFORE, it is hereby ordained by the governing authority of the City of Tybee Island that the Code of Ordinances be amended so as to revise Section 3 of Ordinance No. 2022-4 as follows:

SECTION 1, AMENDMENT TO SECTION 3 OF ORDINANCE 2022-4, SECTION 3:

SECTION 3 – NOTICE OF AND ABANDONMENT OF NONCONFORMING USE

If a property holding a Short-Term Rental permit in zoning districts R-1, R-1-B and R-2 fails to conduct short term rentals (rentals of less than 30 days each), at least 90 days of rental at full market value within the preceding 12-month period, it shall be presumed that such short-term rental use has been abandoned and therefore such use shall be unauthorized. It is the owner or rental operator's burden to establish the rentals. The existence of rentals shall be proven by the applicable tax returns filed by the owner for that location. In the event tax returns or other verifiable tax documentation are not available due to the rental occurring, or allegedly occurring, through a marketplace innkeeper or an online booking service, (such as Airbnb or similar providers), the owner may establish rentals through other documentation including rental records to the City's satisfaction. No new permit or renewal of a permit shall be granted if an owner or rental operator fails to make this showing of rentals. Any new owner seeking a permit is responsible to demonstrate the prior property owner's rental history.

Any previously operated Short-Term Rental within the R-1, R-1-B and R-2 zoning districts which is determined abandoned will no longer be allowed to operate as a Short-Term Rental.

Any property holding an STR permit is exempt from the above requirement to establish the short-term rental history for any period where the property is subject to a written lease for a long-term rental. "Long term rental" as used herein means a bona fide written lease agreement for a period of 30 days or more.

Further, and notwithstanding the provisions above, property owners, managers or agents thereof may petition the Mayor and Council for relief from the 90-day requirement by demonstrating that due to damage to the property from fire, hurricane or other storm, and/or due to the unexpected spread of disease, such as the recent pandemic, the property was not available or appropriate for rent or there was no ability to rent during a period making compliance unachievable as a practical matter, relief may be granted if the Mayor and Council determines that the circumstances shown to exist were of such an extent, duration and/or nature that rentals would be substantially impaired for a period of time not less than 45 days.

SECTION 2

If any section, subsection, clause, or provision of this ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance which is not invalid or unconstitutional. Where the provisions of this ordinance are in conflict with other ordinances, the most restrictive provision shall be enforced.

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.

This ordinance has previously been determined to be effective as of May 1, 2023. That determination was prior to this amendment.

ADOPTED THIS ____ DAY OF _____, 2023.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

File Attachments for Item:

13. Appendices - Staff Reports and Planning Commission votes for Public Hearings

File Attachments for Item:

24. TIMSC Minutes, March 20, 2023

Minutes of March 20, 2023

Present: Doug Duch, Jeanne Hutton, Kathryn Williams, Carol Pride, Dave Makel, Katie Wohlust, Jim Bentley, Jim Alexander, and Executive Director, Chantal Audran

Zoom: Ruthie Wilson, Nancy Daves, Mark Reed*, and Karen Robertson*

* Internet connection failed

Welcome/Introductions: Duch welcomed Jim Alexander as our newest board member. Jim was elected online on January 31st.

Minutes of the January 23, 2023 meeting: Approved online by majority vote and submitted to the Clerk of Council, Tybee Island.

Executive-Director Bimonthly Report: Audran provided a comprehensive update on the 2023 goals and objectives.

Communications:

- Website will go live at the beginning of April.
- Wayfinding signage was approved by the city.
- Southface site visit went well.
- Turtle Trot PR will increase.

Programming

- Sea Camp has been expanded; only 4 spots are still available.
- Audran will serve as the #2 contact for the sea turtle this season. She and staff will be more involved in the program.
- Admission fees will increase to \$12 on June 1st; Program fees will increase from \$15 to \$20 and will include gallery admission.
- Collection training is on-going; staff is building the Behind the Scenes (quarantine) display.

Exhibit Fabrication

- Fossil room is complete; slide show is now live.
- Signage for the solar project is complete.
- Sea turtle exhibit work continues; meeting held with Kris Williams of the Caretta Sea Turtle Project.
- Birding exhibit is complete.

Operations

- Staff enrichment is scheduled for May on Sapelo Island.
- Annual data collection reports have been updated and data collection is on-going.
- Collection permits are being renewed.
- Turtle Trot is scheduled for April 27th. Sponsorship numbers are strong, but participant numbers are down.

Infrastructure

- Elevator was inspected; required phone line will be added.
- Metal barriers are being designed and installed around the solar panels.

Finance Committee: Duch reported that January and February are significantly ahead of last year: Programs revenue Up 41%, Gallery Admissions up 52%, and Discovery Shop sales up 49%. *(See attached financial summary)*

Budget: Audran presented the 2023 budget. Williams moved to approve proposed budget; Duch seconded; motion was approved unanimously.

Wage/Benefit Proposal: Williams presented a wage/benefit plan for 2023. Hutton moved to approve the proposal with the condition that the committee come back with a compensation plan for 2024 at the July 24th meeting; seconded by Alexander; motion was approved unanimously.

Infrastructure Committee: Makel and Reed provided updates on the following: proposed restrooms, final GoodUse grant inspection forms, and nomination for Energy Matters Award. Pending projects: relocate backyard foot washing station and stain pergola.

Communications: Wilson reported that she and Audran have been working with Main Street/Visit Tybee to increase the visibility of the center. Audran has delivered updated materials to Tybee Vacation Rentals and is working on packets for the other rental management programs. TIMSC will host the Visit Tybee meeting on April 10th and the Main Street Mix and Mingle on September 12th. Robertson has issued multiple press releases in recent weeks covering Audran's promotion, new board members, Turtle Talks, and the Turtle Trot. An SSU intern will be working on small grants. TIMSC will participate in the Lazaretto Day event. A QR membership code will be created and posted throughout the center.

Policy & Procedures: Hutton reported that the committee is meeting weekly. They are working through the employee handbook word by word. Audran and the officers will review the draft with plans to bring the document to the full board in August for review and approval.

Daves: Thanked Audran for hosting a group of whale conservationists. Fundraising continues for the Right Whale exhibit.

Meeting adjourned.

Submitted by Kathryn Williams