

MAYOR
Brian West

CITY COUNCIL
Monty Parks Mayor pro tem
Bill Garbett
Spec Hosti
Tony Ploughe
Nick Sears
Kathryn Williams



INTERIM CITY MANAGER
Michelle Owens

CLERK OF COUNCIL
Jan LeViner

CITY ATTORNEY
Edward M. Hughes
Tracy O'Connell

CITY OF TYBEE ISLAND

AGENDA

REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL

May 09, 2024 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

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

1. Minutes: April 25, 2024 with attachments

City Manager Discussion and Action Items

Citizens to be Heard: Please limit comments to 4 minutes.

2. Jim Klutz: FY 2025 Budget

If there is anyone wishing to speak to anything on the agenda other than the Public Hearings, please approach the podium. Please limit your comments to 4 minutes

Consideration of Approval of Consent Agenda

Public Hearings

3. Site Plan Approval for the addition of a roof structure over an existing wood deck on the south side of the building
4. First Reading: 2024-08 to Amend the Code of Ordinances so as to address the Expiration of Short Term Rental Permits in Connection with Transfers of Ownership Interests

Consideration of Bids, Contracts, Agreements, and Expenditures

5. Agreement: METRIC Group Limited and City of Tybee Island
6. Memorandum of Agreement: Visit Tybee and City of Tybee Island: Info Hut

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



- 7. Indigent Defense Services Agreement: Jennifer Ozer and City of Tybee Island
- 8. First Amendment to the Master Services and Purchasing Agreement: AXON

Council, Officials and City Attorney Considerations and Comments

- 9. Bubba Hughes: TMSC Update on Solar Panels

Minutes of Boards and Committees

- 10. Minutes: Planning Commission, April 15, 2024

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:

1. Minutes: April 25, 2024 with attachments

Mayor West called the meeting to order at 6:30PM, April 11, 2024. Those in attendance were, Nick Sears, Monty Parks, Kathryn Williams, Tony Ploughe, Spec Hosti, and Bill Garbett. Also attending were Michelle Owens, Interim City Manager; Bubba Hughes, City Attorney; Tracy O'Connell, City Attorney; and Jan LeViner, Clerk of Council.

Opening Ceremonies

Call to Order

Invocation: Rev. Sue Jackson, Trinity Methodist Church

Pledge of Allegiance

Mayor West thanked everyone that contributed to a successful weekend to include the City's leadership for putting together a collaborated public safety and successful implementation plan. He also thanked those who cleaned the beaches Saturday, Sunday, and Monday; local businesses; local churches; STR rental companies; and Staff and individuals who came to help serve food and clean. Mayor West continued to thank those who contributed to include CEMA who contacted GaDOT to turn all the lights green to clear traffic. The City is aware of an impending event, Peach Fest, another unpermitted event, anticipated for Saturday, April 27, 2024 and the City is monitoring the situation and will be prepared to handle if the event occurs.

Chief Hayes approached Mayor and Council to give an update on the weekend. Chief Hayes stated, "How do you measure success for something like this?" Everyone arrived safely and everyone went home safely. There were 54 arrests, which included 17 DUI's, 18 felony arrests, and nine (9) firearms taken. There were no shots fired and no shootings, which in years past the City has had both. She thanked everyone, especially those who maned the barricades which kept traffic out of the neighborhoods.

Mayor West asked Julia Pearce to come forward to introduce the delegation from Cape Coast, Ghana. Ms. Pearce thanked the community for supporting their visit. She then introduced the Honorable Mayor Ernest Arthur, Cape Coast, Ghana. There was an exchange in gifts and Mayor West thanked the delegation for visiting Tybee. He also said that he looked forward to a visit to Cape Coast, Ghana.

Consideration of Items for Consent Agenda

- Minutes: City Council Meeting, April 11, 2024, as amended
- Budget Amendments
 - Amendment #1: To use unassigned fund balance to cover the unexpected and/or additional costs related to information technology and legal.
 - Amendment #2: To use unassigned fund balance to cover three quarters of costs related to the City's dune monitoring project with Skid-away Institute
 - Amendment #3: To use fund balance reserved for beach related projects to fund the City's planning work for the beach nourishment project with US Corps of Engineers.
- Second Reading, 2024-02, GMEBS-R, City of Tybee Island Defined Benefit Retirement Plan

- Resolution: Tybee Island Resilience Resolution. **Discussion: Mayor West** stated Chatham County has requested all municipalities in Chatham County to sign and adopt.

City Manager Discussion and Action Items

Ms. Owens stated the City hosted the DNR Commissioner and two deputies for a tour of the beach.

James Bennett approached Mayor and Council. Mr. Bennett welcomed the delegation from Cape Coast, Ghana and thanked Mayor and Council for the “open arms” extended to the delegation. He also commended Mayor and Council for a successful weekend. Mayor West thanked Mr. Bennett for his comments.

Dawn Shay approached Mayor and Council. Ms. Shay read from a prepared statement (attached) regarding Item #5 on the agenda, Budget Amendments. Mayor West thanked Ms. Shay.

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

Council, Officials and City Attorney Considerations and Comments

Tracy O'Connell introduced 2024-07: **Potential Amendment of Ordinance on the Temporary Use of Recreational Vehicles**. Ms. O'Connell stated this is dealing with two issues: (1) tighten up the definition of dwelling purposes to help Code Enforcement and (2) to assist residents who are participating in the Hazard Mitigation Grant Program so they have a place to live during the lifting process. She continued, as this is contained within the LDC, it would have to go to Planning Commission if Mayor and Council decide to take action. Ms. Williams stated she understands this is written specifically to deal with the FEMA mitigation issue but if another event hits the Island and other residents will need to lift and put an RV on their property while their house is being fixed, would we have to come back with a new ordinance. Ms. O'Connell confirmed and if it is the desire to make more board or more restrictive, they could do so. Mr. Hughes stated once there is an Emergency Declaration in place, zoning is more or less suspended and directed by the Resolution. Mr. Ploughe asked how many times this has happened in past years. Ms. O'Connell stated there was an incident in 2020 that was handled under an Emergency Resolution and has come up in the last couple of months as there are a couple of homeowners trying to figure how they can do the Grant and still financially do it instead of having two grants or two more payments. Mayor West asked if Mayor and Council need to provide direction. Ms. O'Connell made reference to Sec 3-110(c) as it allows for recreational vehicles only if they have a permit up to seven days and allowed to do it three times per year. The proposed ordinance is to address that situation and allow an exception for those inside the Grant to be able to get around that if they need to stay for six or seven months while they are building their new home. **Spec Hosti** made a motion to send to the Planning Commission for their review and comments. **Monty Parks** seconded. Vote was unanimous, 6-0.

Spec Hosti asked Mayor and Council if they would like to move forward with gathering information on **Workforce Housing**. **Mayor West** stated the City has an opportunity to obtain grant money for the specific purpose of creating workforce housing. This money could be used to purchase property as well. Mr. Parks stated this is a very loosely defined

new program and there are not a lot of guidelines or rules and questions as to who can live there and who cannot. Mr. Host would like to invite someone from the program to come and speak to them. Mayor and Council could then set the guidelines. Mr. Sears confirmed with Mr. Hosti that he would like to gather additional information prior to moving forward. Mr. Hosti stated he would move forward.

Tony Ploughe would like to move forward with funding options for the **North Beach Erosion due to Ship Traffic**. **Mayor West** stated this was discussed at a recent workshop and it was determined the City needed someone with expertise to speak to Mayor and Council. Alan Robertson approached Mayor and Council. Mr. Robertson gave a brief update on future re-nourishments due to dune erosion. He stated at a recent workshop, representatives from GHD, Coastal Engineers, gave an update on the assessment Mayor and Council asked them to do. It was determined it would cost approximately \$30,000 to complete the assessment. Mr. Robertson stated the permit is still in place and would provide the City the opportunity, with a simple letter of permit, a staff administrative process, to let the City do the same thing again, 20,000 cubic yards of sand, to rebuild the dune as it was in 2017. He stated the long-term solution seems to be the repair of the south jetty in the Savannah Channel that is under review by the COE and GPA as part of their new Savannah Channel expansion. He recommended to proceed with the DNR, if the permit is still in place and he believes it is, and estimated the cost at \$1M. The project has been done before and can be done again but it is a little more complicated than the south-end dune but the same size project. Mayor West thanked Mr. Robertson. Mr. Ploughe stated financing is an issue and we need to move forward with the project. Mr. Robertson reminded Mayor and Council with turtle season, the project would be delayed until the season is over in the fall. Mr. Ploughe stated he has a resolution drafted to hire GHD for \$30,000, which will help the City with solutions for the dune. Mr. Robertson responded he would reach out to GHD to see if they can assist in the stabilization of the dune. He is moving forward with DNR with a letter of permit for stabilization. Mr. Parks thanked Mr. Ploughe for pursuing this issue. Ms. Williams asked Ms. Owens how would like factor into the FY25 budget. Ms. Owens stated they have not accounted for it and they would have to revisit.

Kathryn Williams would like to have an explanation of the **IT Department and budget** at the May 9, 2024 meeting. Ms. Williams would like to know what safeguards have been put in place to preclude this happening again.

Monty Parks made a motion to adjourn. **Spec Hosti** seconded. Vote was 6-0 to adjourn.

Meeting adjourned at 8:00PM.

Jan LeViner, MMC

Clerk

City Council 4/25 Meeting

Dawn Shay
4 Billfish Ln
Tybee Island

Agenda Item #5 – Budget Amendments

Good evening, Mayor, and Council. I would like to speak to item #5 – Budget Amendments and specifically to amendment #1 for IT & Legal. The total ask is for nearly a half-million dollars (\$445K). That is a lot to underestimate or over-spend. It is split between Legal (\$150K), IT (\$275K), and Clerk (\$20K).

I attended the workshop yesterday and there was some discussion on these budget amendments. **My over-arching concern is the lack of transparency to the citizens as to the root causes of these overruns.** Had monthly financial reports been made public, then maybe we would have seen this problem building. Much of this may have happened during the tenure of the prior City Manager – but regardless – the public should know what is happening and how it is going to be fixed. And we also need to know that once fixed, controls are being put in place so it never happens again and we can see that the controls are being monitored and are effective.

In the case of Legal, I was very surprised to hear that many staff members have been calling up legal “on a whim” which results in charges to the city. How did this happen? How did we lose control of this? It has obviously been going on for more than a month or two.

The largest portion of the overrun is in IT. We lost our entire IT department of two people almost overnight and brought in a 3rd party IT service but we never received a full accounting of what happened. Will you ever share what happened?

- Was this due to mismanagement or lack of oversight?
- It is normal practice in IT to have an inventory of all software and hardware and do an annual review of support contracts, etc. Was this being done annually? There are many reasons this is necessary, but one important one is for disaster planning as we could be hit by a hurricane and you don’t want to be figuring this out then.
- Has an IT Audit been done? If not, will an IT Audit be done? It is common practice to have an outside audit periodically of all of the controls and processes in IT. This lets you know if you need to put new controls in place or if any need to be strengthened. If controls are being side-stepped, then you can take action against those violating the controls. What controls are in place for IT?
- Now that we no longer have an IT department, who is making the IT decisions? Regardless of having an IT department or not, there are still decisions that need to be made on software, IT contracts, etc. that require IT expertise in order to make

good decisions for our city. Who has this IT knowledge and will be handling these impactful decisions?

I sure hope our Mayor and Council are asking these questions and getting answers.

Please do not push this under the rug or tell us you cannot provide an answer under the guise of “it’s a personnel issue so we can’t discuss it”. Please bring some sunshine into the root cause of these cost overruns and let your citizens know what happened and how you are going to be good stewards of our beloved island.

Thank You.

File Attachments for Item:

3. Site Plan Approval for the addition of a roof structure over an existing wood deck on the south side of the building



STAFF REPORT

PLANNING COMMISSION MEETING OF: April 15, 2024

CITY COUNCIL MEETING OF: May 9, 2024

LOCATION: 33 Meddin Drive

PIN: 40001-13008

APPLICANT: North Beach Bar and Grill / George Spriggs

OWNER: City of Tybee Island

EXISTING USE: Restaurant and Bar

PROPOSED USE: Restaurant and Bar

ZONING: R-1 / NEC

USE PERMITTED BY RIGHT: Yes

COMMUNITY CHARACTER MAP: Ft. Screven Historic District

APPLICATION: Site Plan Approval

PROPOSAL: The applicant is requesting site plan approval for the addition of a roof structure over an existing wood deck on the south side of the building.

ANALYSIS: The proposed area is a side entrance to the kitchen and access to the interior of the establishment as well as some seating for guests. This is a pole barn type construction consistent with the other roofed areas previously added to the building.

STAFF FINDING: Staff recommends approval.

This Staff Report prepared by Walter Hattrich



CITY OF TYBEE ISLAND
SITE PLAN APPROVAL APPLICATION

Fee
Commercial \$500
Residential \$250

Address or location of subject property: 33 MEDDIN DRIVE, TYBEE ISLAND, GA 31328

PIN# 40001 13008 Applicant's Name: NORTH BEACH BAR and GRILL / George Spriggs

Mailing Address: PO Box 2953, TYBEE ISLAND, GA 31328

Phone/Email: 912.429.0760 george.inamoment@gmail.com

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

Adding of Roof to an Already Existing Deck.

Property Owner's Name City of Tybee Address: 403 Butler Ave, Tybee Is, GA 31328

Phone/Email: 912.786.4573

Is Applicant the Property Owner? Yes No We are the leasee

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

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

Current Zoning of Property R-1/NEC Current Use Restaurant + BAR

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

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

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

George L. Spriggs, Jr. _____ 2-25-24
Signature of Applicant Date

NOTE: Other specific data is required for each type of Site Plan Approval.

Fee Amount \$ 500.00 Check Number 15328 Date 3/4/24

Item #3. Official LS

NOTE: This application must be accompanied by following information:

- ✓ 8 copies, no smaller than 11 x 17, of the proposed site plan and architectural renderings.
- N/A 8 copies, no smaller than 11 x 17, of the engineered drainage and infrastructure plan.
- N/A 8 copies, no smaller than 11 x 17, of the existing tree survey and the tree removal and landscaping plan.
- ✓ Disclosure of Campaign Contributions

The Planning Commission may require elevations or other engineering or architectural drawings covering the proposed development.

The Mayor and Council will not act upon a zoning decision that requires a site plan until the site plan has met the approval of the City's engineering consultant. (Note: Section 5-080 (A) requires, "Once the engineer has submitted comments to the zoning administrator, a public hearing shall be scheduled.")

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

George A. Spang, Jr.
Signature of Applicant

2.25.24
Date



CITY OF TYBEE ISLAND

CONFLICT OF INTEREST IN ZONING ACTIONS DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

YES _____ NO _____

IF YES, PLEASE COMPLETE THE FOLLOWING SECTION:

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

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

Signature George J. Spriggs, Jr.

Printed Name George J. Spriggs, Jr.

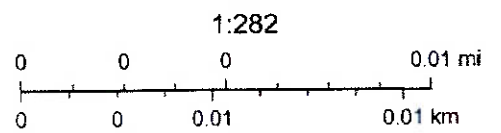
Date 2. 25. 24

SAGIS Map Viewer



2/26/2024, 3:03:27 PM

 Property Boundaries (Parcels)



SAGIS

Item #3.

- Page 14 -

SAGIS

SAGIS Map Viewer

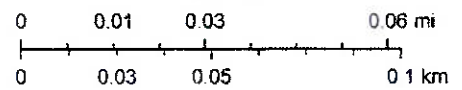


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1:2,257

 Zoning

 Property Boundaries (Parcels)



SAGIS

Most Current Owner

Current Owner	Co-Owner	Care Of	Mailing Address
TYBEE CITY OF	TOWN HALL		TYBEE ISLAND GA 31328

Digest Owner (January 1)

Owner	Co-Owner	Address 1	Address 2	City	State	Zip
TYBEE CITY OF	TOWN HALL			TYBEE ISLAND	GA	31328

Parcel

Status	ACTIVE
Parcel ID	40001 13008
Category Code	327 - Governmental Building
Bill #	2988497
Address	BEECHWOOD DR
Unit # / Suite	
City	TYBEE ISLAND
Zip Code	31328-
Neighborhood	20500.00 - T500 TYBEE TO BULL R
Total Units	
Zoning	R-1/NEC
Class	E1 - Exempt - Public Property
Appeal Status	

Legal Description

Legal Description	TCT FT SCREVEN WD TYBEE
Deed Book	66B
Deed Page	357

Permits

Permit #	Permit Date	Status	Type	Amount
220043	01/21/2022	Complete	EL - ELECTRIC	\$42,000.00
200465	10/07/2020	Complete	EL - ELECTRIC	\$6,500.00
200004	01/06/2020	Complete	WO - WOOD DECK	\$20,000.00
190613	12/02/2019	Complete	DM - DEMOLITION	\$250.00
190019-30	01/08/2019	Complete	CM - COMMERCIAL	\$500,000.00

Inspection

Inspection Date	Reviewer ID
09/15/2022	SHAMMOND
1 Item #3.	DEGRAVES
03/13/2019	KCHICKS

05/15/2017

ALCUMMIN

06/03/2015

LKWOMACK

Appraised Values

Tax Year	Land	Building	Appraised Total	Reason
2023	708,000	319,300	1,027,300	
2022	708,000	129,800	837,800	
2021	708,000	118,700	826,700	
2020	5,664,000	374,500	6,038,500	
2019	5,664,000	374,500	6,038,500	
2018	5,664,000	1,153,300	6,817,300	
2017	5,664,000	1,160,700	6,824,700	
2016	5,621,300	1,167,800	6,789,100	
2015	5,621,300	1,171,900	6,793,200	
2014	6,464,600	1,000,000	7,464,600	

Sales

Sale Date	Sale Price	Sale Validity	Instrument	Book - Page	Grantor	Grantee
12/10/1956	0	U	QC	66B - 357	UNITED STATES COAST GUARD	TYBEE CITY OF

Land

Line Number	1
Land Type	A - ACREAGE
Land Code	G2 - GENERAL COMMERCIAL 2
Square Feet	514,008
Acres	11.8
Influence Factor 1	
Influence Reason 1	
Influence Factor 2	
Influence Reason 2	

OBY

Card #	Description	Year Built	Grade	Units	Override	Area
1	6649 : WOOD, ON GRADE, FLAT	1995		1		2,219
1	1721 : BUILDING, CONCRETE FLOOR, PLAIN	1984		1		35

Commercial Building

Card	1
Actual Year Built	1995
Effective Date	1995
Major Item #3	529 : Snack Bar
Quality / Condition	2 / A-AVERAGE

Units

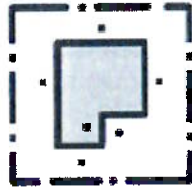
Total Area

2,408

Basement Area

Finished Basement Area

No



Sorry, no sketch available
for this record

Item	Area
Snack Bar - 529:Snack Bar	144
Restaurant - 350:Restaurant	2264
- 1721:BUILDING, CONCRETE FLOOR, PLAIN	35
- 6649:WOOD, ON GRADE, FLAT	2219



Lisa Schaaf

From: Downer Davis <dkdjr071419@yahoo.com>
Sent: Wednesday, March 20, 2024 1:42 PM
To: George Shaw; George Shaw
Cc: Lisa Schaaf; Lisa Schaaf
Subject: North Beach Grill

The plans I reviewed in your office showed the runoff from the new roof over the south side deck to be routed by downspouts into the south planter. This planter is contained by a headwall on it's south side, diverting the runoff back under the deck, where it currently falls through the deck board spacings.

I would recommend the project designer address the continued higher moisture content beneath this area.

I concur with the drainage design. Please advise if you need additional response.

Downer

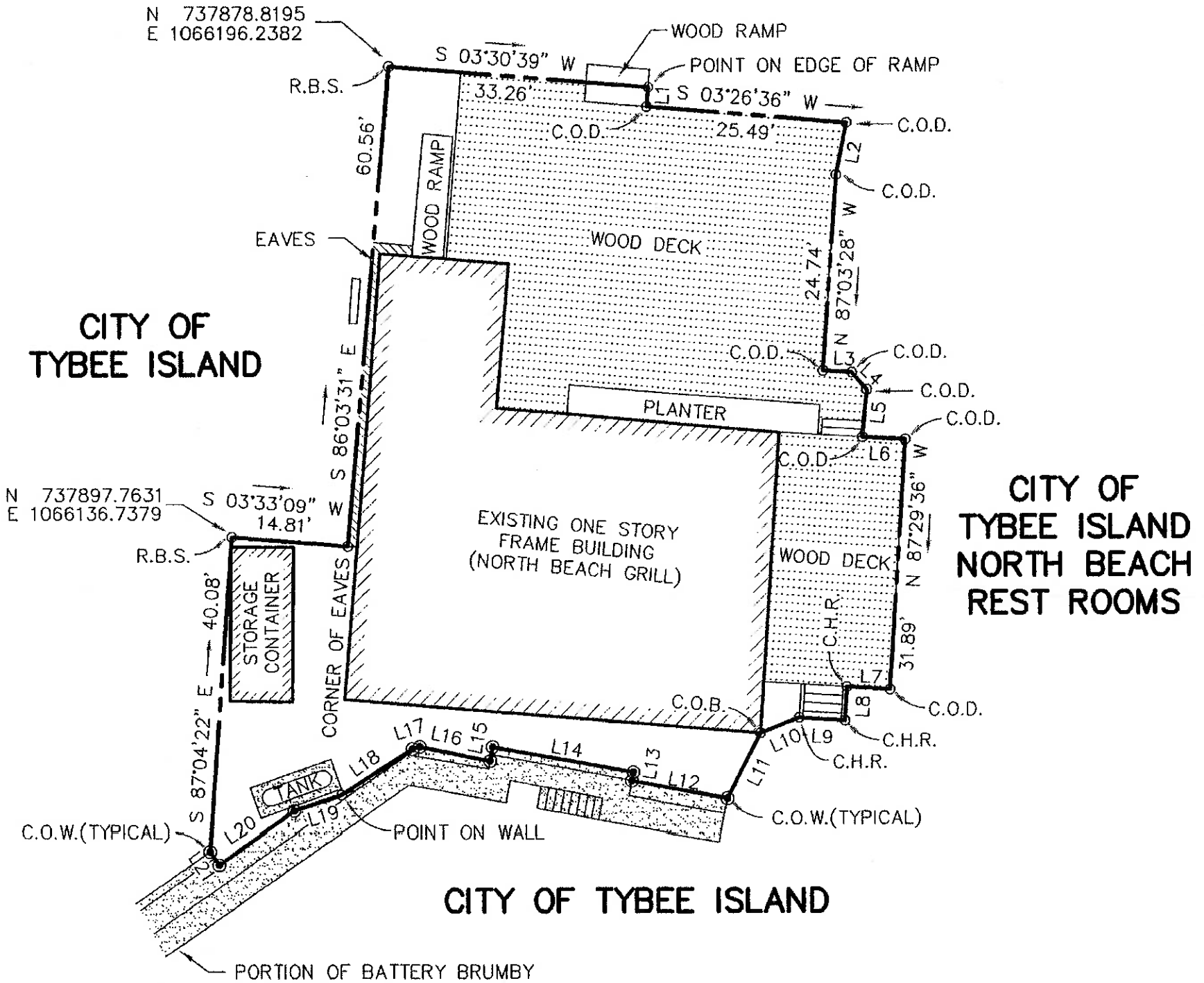
LINE	DIRECTION	DISTANCE	LINE	DIRECTION	DISTANCE
L1	N 86°12'43" W	2.38'	L12	N 09°13'39" E	12.37'
L2	N 79°43'40" W	6.70'	L13	S 80°53'42" E	1.14'
L3	S 02°42'09" W	3.71'	L14	N 09°06'18" E	18.36'
L4	S 48°02'44" W	2.85'	L15	N 80°59'08" W	1.81'
L5	N 86°03'30" W	5.97'	L16	N 10°20'25" E	9.14'
L6	S 02°12'51" W	5.42'	L17	N 17°02'44" W	0.97'
L7	N 02°30'24" E	5.45'	L18	N 34°26'15" W	10.68'
L8	N 87°29'36" W	4.25'	L19	N 19°23'22" W	6.30'
L9	N 02°30'24" E	5.87'	L20	N 36°01'18" W	11.75'
L10	N 22°41'42" W	5.29'	L21	N 54°31'58" E	2.03'
L11	N 64°06'34" W	9.29'			

C.O.W. = CORNER OF CONCRETE WALL
 C.O.D. = CORNER OF WOOD DECK
 C.H.R. = CORNER OF HANDRAIL
 C.O.B. = CORNER OF BUILDING
 R.B.S. = 1/2" REBAR SET

THE COORDINATES SHOWN ON THIS PLAT ARE BASED ON THE GEORGIA GRID COORDINATE SYSTEM EAST ZONE NAD 83 (2011 ADJUSTMENT) USING A CHAMPION TKO DUAL FREQUENCY GPS UNIT AND eGPS VRS NETWORK.



CITY OF TYBEE NORTH BEACH PARKING LOT



Item #3.

NOTE: ACCORDING TO 'FIRM' 13051CO213 & 214 DATED 9/26/08 THIS SITE IS IN A VE-15 FLOOD ZONE.

STATE OF GEORGIA
 CHATHAM COUNTY

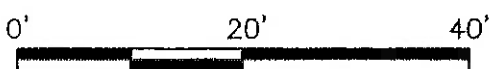
PLAT SHOWING LOCATION OF PROPOSED 0.14 ACRE LEASED AREA FOR THE NORTH BEACH GRILL, LOCATED IN FORT SCREVEN WARD, TYBEE ISLAND, GEORGIA AND KNOWN AS No. 33 MEDDIN DRIVE.

FOR: CITY OF TYBEE ISLAND

DATE OF SURVEY: MAY 3, 2016

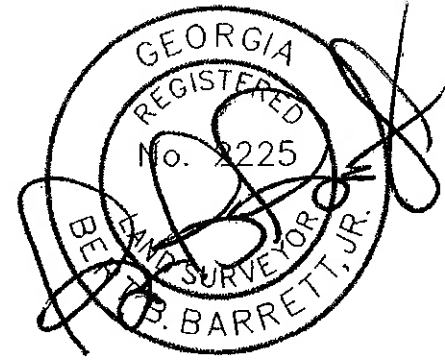
DATE OF PLAT: MAY 5, 2016

SCALE: 1" = 20'



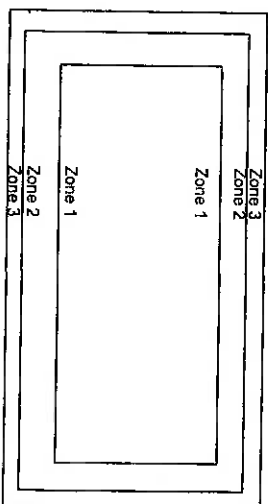
BERT BARRETT, JR.
 LAND SURVEYING, P.C.
 145 RUNNER ROAD
 SAVANNAH, GA. 31410
 (912) 897-0661
 LSF000671

E.O.C. PER POINT	< 0.05
< ERROR/POINT	_____
ADJ. METHOD	NONE
E.O.C. PLAT	1/ 26,851
TOTAL STATION	TRIMBLE 5603



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

WIND PRESSURE ON COMPONENTS AND CLADDING



Zone 1 +/- 16.96
 Zone 2 +/- 26.10
 Zone 3 +/- 36.27

PROFESSIONAL SERVICES BY
 DRISCOLL ENGINEERING, INC.
 PO BOX 357577
 GAINESVILLE, FL 32635
 PH (352) 351-1513
 CA 8890

PLANS AND SPECIFICATIONS.
 The plans and specifications presented herein are applicable only for the anticipated construction at the locations shown. If construction plans change, the Design Professional should be notified so the plans and specifications can be re-evaluated. The Design Professional should be given the opportunity to review final plans and specifications to see if the intent of the plans and specifications has been followed and/or if supplemental details and recommendations are needed. The Design Professional warrants that the plans and specifications contained herein, have been prepared in accordance with generally accepted professional engineering practice. No other warranties are implied or expressed.

CORPORATE PROTECTION

It is understood and agreed that the Design Professional's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the contractor Documents and for construction observation and supervision and waives any claims against the Design Professional that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any loss, claim or cost, including reasonable attorney's fees and costs of defense, arising or resulting from the performance of such services by other person or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct to the Design Professional.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto.

DEFECTS IN SERVICE

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's work or services of which the Client becomes aware so that the Design Professional may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all contractors in his or her Client/Contractor contract and shall require all subcontractors at any level to contain a like requirement. Failure by the Client, and the Client's contractors or subcontractors to notify the Design Professional, shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

VERIFICATION OF EXISTING CONDITIONS

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any claim, liability or cost, (including reasonable attorney's fees and costs of defense) for injury or economic loss existing or allegedly arising out of the professional services provided under this Agreement, excepting only those damages, liabilities, or costs attributable to the sole negligence or willful misconduct of the Design Professional.

1-All construction shall comply with International Building Code 2021.

Ultimate Wind Speed: 140
 Nominal Wind Speed: 108
 Wind Exposure Category: B
 Risk Category/ 1 Non-Habitable
 Internal Pressure Coefficient (Gcpi) = +/- 0.0
 Design Pressure Per FBC Chapter 16 and ASCE 7-22 Load Calculations
 Roof Live Load = 12.5 PSF
 Roof Dead Load = 2.5 PSF
 Min Soil Bearing capacity = 2000 PSF
 Truss Bearing Load Each End = 3,500 lbs
 Truss Uplift @ Post = 2,400 lbs

Wood framing and fasteners to meet NDS-2018 requirements.

Fastener requirements: (1) all nails are common galvanized; (2) all bolts are to be galvanized steel and include nuts and washers; (3) all other hardware (Simpson or equal) is to be installed according to manufacturer's specifications and recommendations; (4) nailing (size and number) shall satisfy Tables 2306.2.(1), 2306.3.(1), and 2306.3.(#) FBC unless otherwise indicated; (5) Fasteners exposed to the weather are to be treated for weather resistance and compatible with the type of pressure treated wood use (connectors, nails, bolts, nuts, & washers).

1. Wood Pole Concrete Footings
 - a. Minimum Ultimate Compressive Strength @ 28 days = 3,000 PSI
 - b. Bag concrete mix allowed for wood pole footings when mixed in accord with manufacturers requirements for a minimum ultimate compressive strength of 3,000 PSI.
2. Building Concrete Wall Footings & Slabs
 - a. Concrete work shall conform to "Building Code Requirements for Reinforced Concrete" (ACI-318) and "Specifications for Structural Concrete" (ACI-301), Latest Edition
 - b. Minimum Ultimate Compressive Strength @ 28 days = 3,000 PSI
 - c. All slabs on grade shall have construction or control joints not to exceed 10'-0" spacing, unless otherwise noted.
 - d. Electrical conduit and other pipes to be embedded in structural concrete floor slabs or walls shall be placed in accordance with the requirements of ACI-318, Paragraph 6.3
3. Reinforcing Steel
 - a. Reinforcing steel shall conform to ASTM A615, Grade 40 (Fy=40 ksi). Lap continuous bars for tension lap splice per ACI-318, unless otherwise noted. Provide corner bars of the same size and spacing as horizontal wall reinforcement. Cover for concrete reinforcing steel shall be in accordance with ACI-318, Paragraph 7.7
 - b. Welded wire fabric (WWF) shall conform to ASTM A185. Lap sheets two mesh spaces and wire tie adjacent sheets together securely. Cut alternate reinforcement at control joints.

The Structural Design Work in This Set of Engineering Plans is Subject to But Not Limited to The Following Exclusions:

1. Architectural Design Services
2. Civil Engineering and Site Plan Design Services
3. Electrical and Lighting Design Services
4. HVAC Design Services
5. Plumbing Design Services
6. Geotechnical Engineering Services
7. Life Safety Plan Design Services
8. Flood Resistant Design Per Asce24-14
9. Any and All Local Code Requirements and Comments Made by The Authority Having Jurisdiction with The Regard To The Plans And Specifications

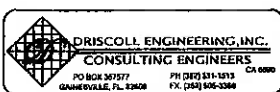
These Exclusions Are All the Owner's Responsibility

18' x 36' POLE STORAGE STRUCTURE

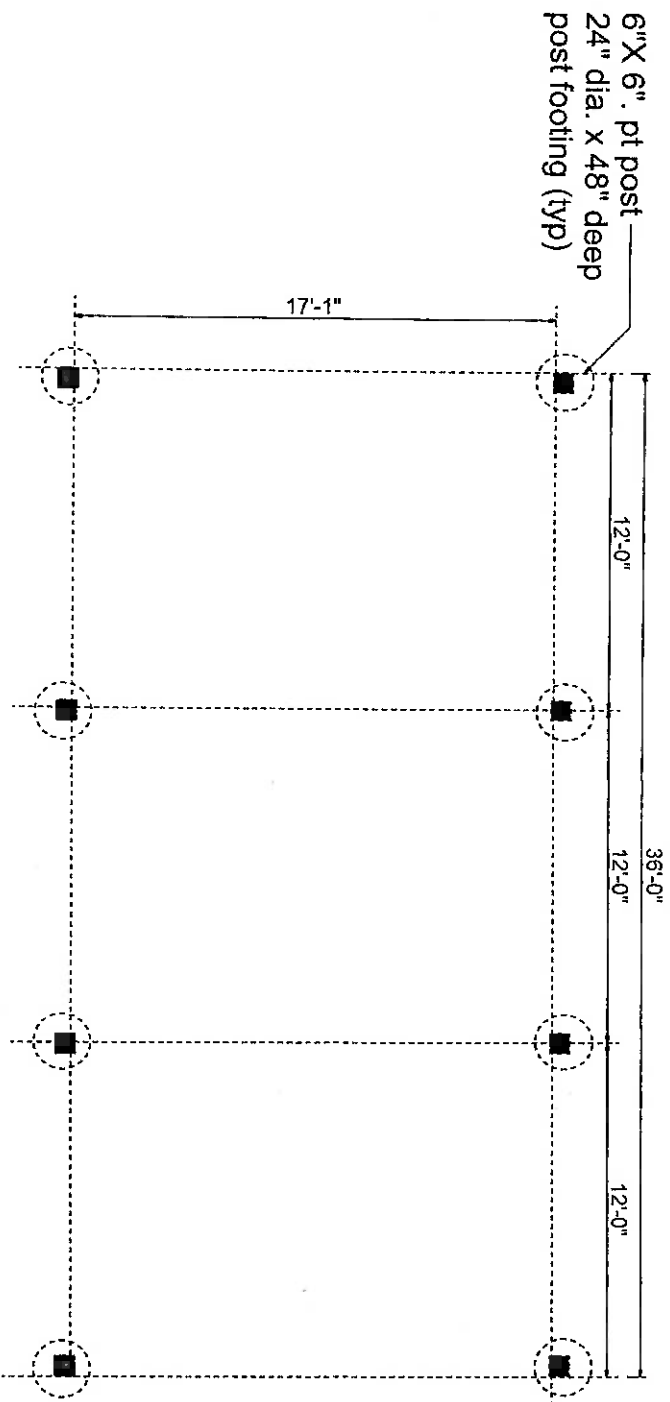
LEAN

Item #3.

NORTH BEACH BAR & GRILL
 33 MEDDIN DR
 TYBEE ISLAND, DB24-89-bks



2-11-24
 Michael E Driscoll PE
 GA PE 02011



FOUNDATION PLAN VIEW
3/16" = 1'-0"

Item #3.

Michael E Driscoll PE
GA PE 02011

2-11-24

DRISCOLL ENGINEERING, INC.
CONSULTING ENGINEERS
PO BOX 367577
GAINESVILLE, FL 32606

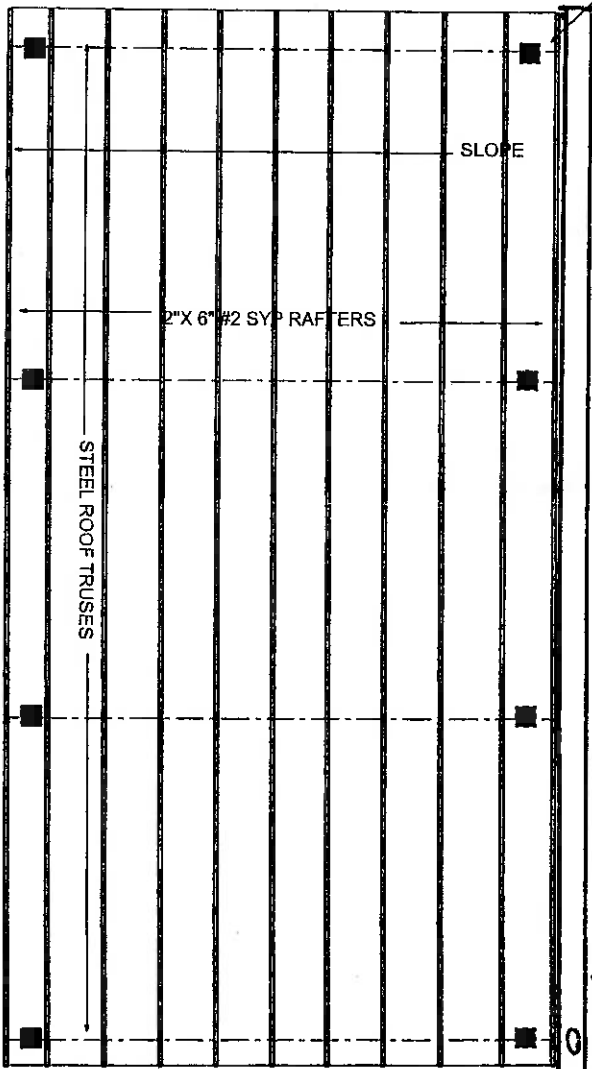
CA 9580
PH (952) 351-1513
FX (952) 505-3366

NORTH BEACH BAR & GRILL
33 MEDDIN DR
TYBEE ISLAND. DB24-89-bks

SHEET:

2

ROOF PLAN VIEW



6" X 6" . pt post
24" dia. x 48" deep
post footing (typ)

SLOPE

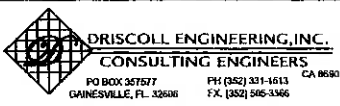
2" X 6" #2 SYP RAFTERS

STEEL ROOF TRUSSES

Drainage: *

6" Gutter
To drain out
Splash pad
in existing
Flower bed

2-11-24
Michael E Driscoll PE
GA PE 02011

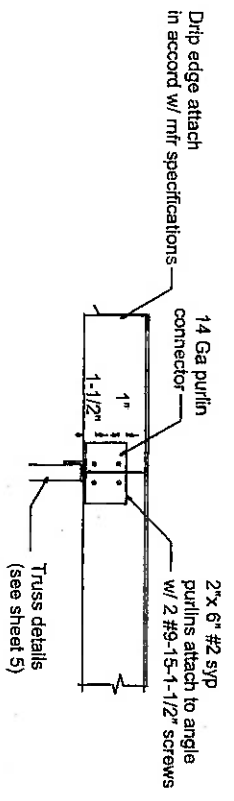


NORTH BEACH BAR & GRILL
33 MEDDIN DR
TYBEE ISLAND. DB24-89-bks

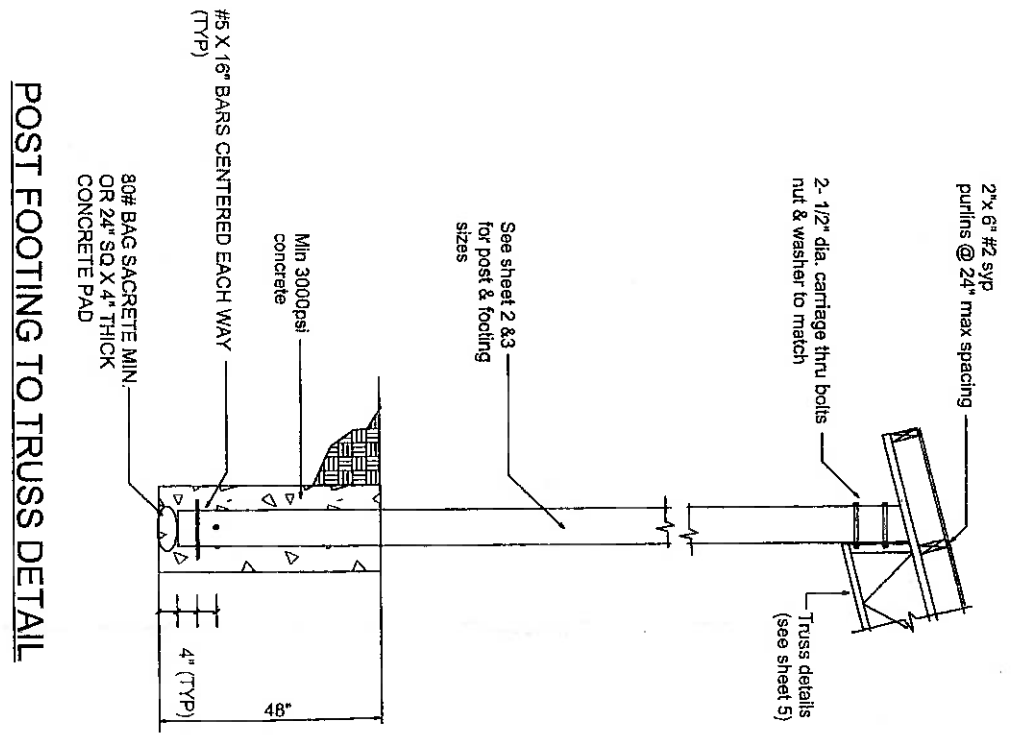
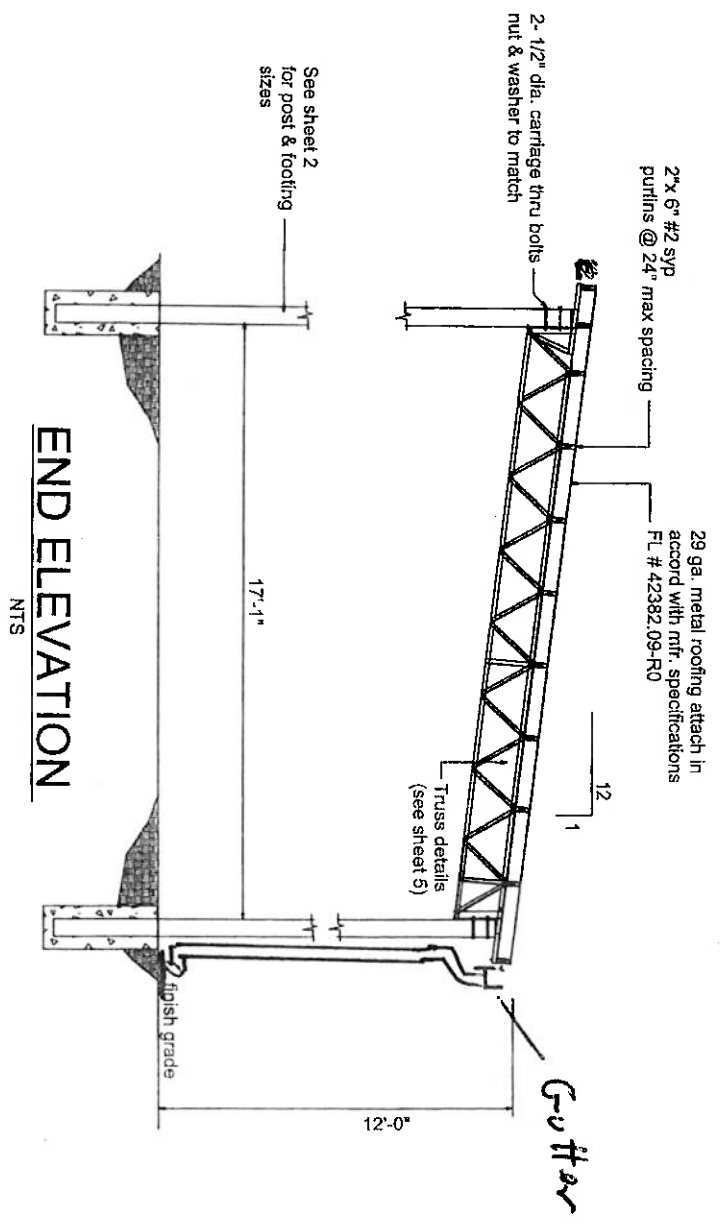
SHEET:

3

*Drainage:
6" gutter
Item #3.
How to drain onto splash pad
Comment added by Doug Hufto 9/12/92-7808



PURLIN CONNECTION DETAIL

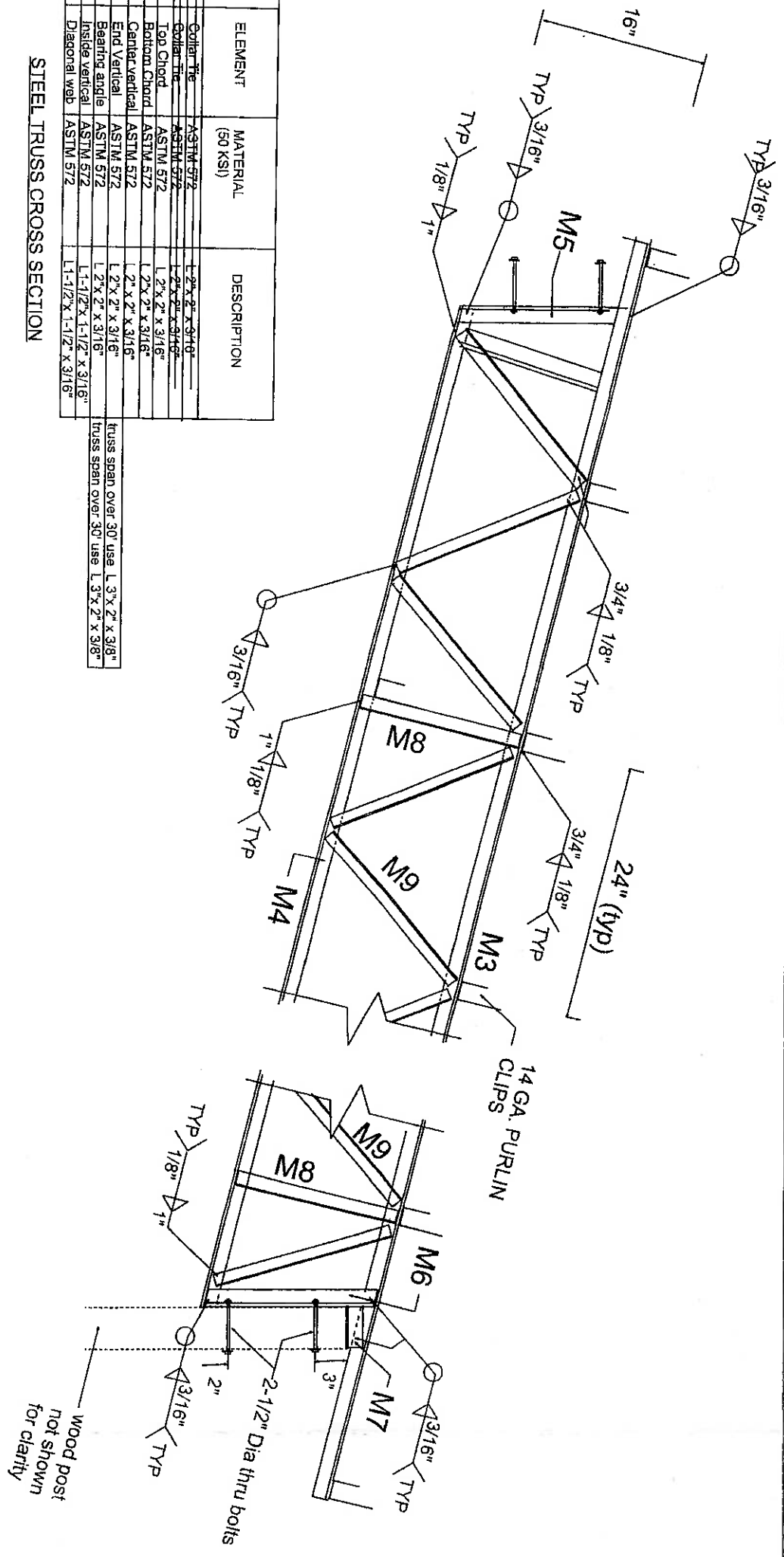


Item #3.

2-11-24
 Michael E Driscoll PE
 GA PE 02011

No.	ELEMENT	MATERIAL (50 KSI)	DESCRIPTION
M1	Column Tie	ASTM 572	L 2" x 2" x 3/16"
M2	Column Tie	ASTM 572	L 2" x 2" x 3/16"
M3	Top Chord	ASTM 572	L 2" x 2" x 3/16"
M4	Bottom Chord	ASTM 572	L 2" x 2" x 3/16"
M5	Center Vertical	ASTM 572	L 2" x 2" x 3/16"
M6	End Vertical	ASTM 572	L 2" x 2" x 3/16"
M7	Bearing angle	ASTM 572	L 1-1/2" x 1-1/2" x 3/16"
M8	Inside Vertical	ASTM 572	L 1-1/2" x 1-1/2" x 3/16"
M9	Diagonal web	ASTM 572	L 1-1/2" x 1-1/2" x 3/16"

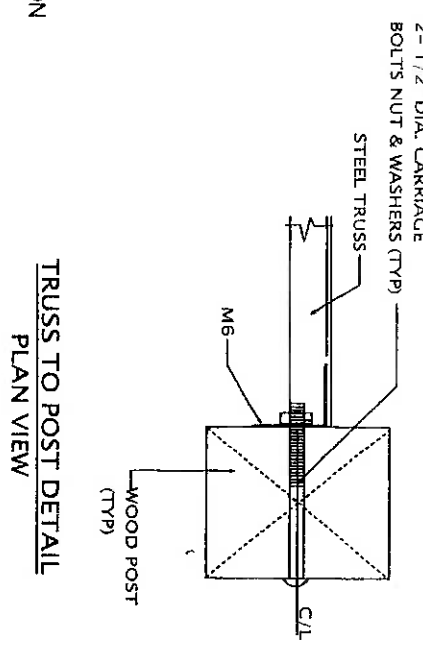
STEEL TRUSS CROSS SECTION



CONNECTOR SCHEDULE

2" x 6" #2 syp pullin to 6" x 6" x 14 ga. clip. 2-#8 x 1-1/4" lag screws
 Truss to truss @ ridge. 3-1/2" dia thru bolts & nut
 Wood post to truss. 2-1/2" dia thru bolts, nut & washers
 Post to concrete. 18" dia x 48" deep w/ 2 #5 bars thru post

- NOTES:
- 1-MATERIALS SHALL CONFORM TO STEEL ASTM 572.
 - 2- ALL STEEL SHALL BE 50ksi IN ACCORD WITH CURRENT AISC MANUAL.
 - 3- WELDING ELECTRODES TYPE E70XX
 - 4- ALL WELDING SHALL BE IN ACCORD WITH CURRENT AWS REQUIREMENTS.
 - 5- ALL WELDING SHALL BE DONE BY A CERTIFIED WELDER.
 - 6- BOLTS SHALL BE ASTM A325. w/ NUTS & WASHERS. (TYP)
 - 7- WELD STRENGTH 70 KSI MIN.
 - 8- ALL POST SHALL BE PRESSURE TREATED GROUND CONTACT. (15000lb min)
 - 9- PRIMING & PAINTING SHALL BE DONE BY TRUSS MANUFACTURER.
 - 10- MIN EDGE DISTANCE FOR BOLTS HOLES SHALL BE 3/4" MIN
 - 11- MAX TRUSS SPACING SHALL NOT EXCEED 12'-0" UNO.
 - 12- THE DESIGNER DISCLAIMS ANY RESPONSIBILITY FOR DAMAGES AS A RESULT OF POOR WORKMANSHIP, OR IMPROPER USE, AND ACCEPTS NO RESPONSIBILITY OR EXERCISES NO CONTROL WITH REGARD TO FABRICATION, HANDLING AND INSTALLATION OF TRUSSES.



TRUSS DETAILS

2-11-24
 Michael E Driscoll PE
 GA PE 02011

DRISCOLL ENGINEERING, INC.
 CONSULTING ENGINEERS
 PO BOX 357577 GAINESVILLE, FL 32606
 PH (352) 331-1513 CA 8690
 FX (352) 505-3366

NORTH BEACH BAR & GRILL
 33 MEDDIN DR
 TYBEE ISLAND. DB24-89-bks

Item #3.



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: April 15, 2024

Project Name/Description: **requesting to add roof to existing deck – 33 Meddin Dr. – 4001 13008 -Zone R-1/NEC – North Beach Bar & Grill/George Spriggs.**

Action Requested: **Site Plan**

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

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

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Butler	X		
McGruder	-----	-----	CHAIR - ABSENT
Nooney			VICE CHAIR
Matkowski	X		
Livingston	X		MOTION
Rodriguez	X		SECOND
Roberts		X	

Planning Commission Chair: S. Michelle Osney

Date: 4/19/24

Planning & Zoning Manager: Michelle Owens

Date: 4/19/24

File Attachments for Item:

4. First Reading: 2024-08 to Amend the Code of Ordinances so as to address the Expiration of Short Term Rental Permits in Connection with Transfers of Ownership Interests

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES INCLUDING ORDINANCES IN THE LAND DEVELOPMENT CODE ZONING INCLUDING CHAPTER 4 SECTIONS 4-050.1 ADDRESSING SHORT TERM RENTAL PROPERTIES AND OTHER ORDINANCES SO AS TO ADDRESS THE EXPIRATION OF SHORT TERM RENTAL PERMITS IN CONNECTION WITH OWNERSHIP CHANGES AND TRANSFERS OF RELATED INTEREST BY OWNERS WITH PERMITS AND THE PROHIBITIONS OF ANY NEW PERMITS THEREAFTER FOR THE PROPERTY TO WHICH THE PRIOR PERMIT EXISTS, AFTER PUBLIC HEARINGS AND SUITABLE IMPUT AND TO CLARIFY THAT NO TRANSFER OF A PERMIT IS POSSIBLE WITH THE SALE OF A RESIDENCE AND TO PROVIDE FOR THE CESSATION OF A PERMIT WITHIN ZONE R1, R1B and R2 WITHIN THE CITY, TO ESTABLISH AN EFFECTIVE DATE; TO REPEAL INCONSISTENT ORDINANCES AND TO PROVIDE FOR CODIFICATION FOLLOWING ANY NECESSARY EDITS 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, home rule and zoning powers granted to municipal and local governments under the State Constitution; 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 Council desires to make changes to the existing ordinances which permit new owners of previously permitted properties to apply to acquire permits for locations in Zones R1, R1B and R2 (hereinafter collectively referred to

as the “Residential Districts”) more appropriate measures should be adopted applicable to these properties upon transfer: and

Whereas the City of Tybee Island (the City) desires to reduce the number of short-term rentals in the Residential Districts; and

WHEREAS, to reduce short term rentals in Residential Districts, the City considers the best course of action to be to prohibit transfer or reissuance of STR permits upon sale or other transfer of the properties to which they apply; and

WHEREAS following public hearings as required by law, the Mayor and Council hereby ordain, and it is hereby ordained that the code of ordinances will be amended so as to provide as provided below; and

It is hereby ordained by the governing authority of the City of Tybee Island as follows:

SECTION 1

As to properties in the Residential Districts only, upon the “Transfer” defined below, of an “STR Property” defined below, whether or not disclosed pursuant to section 3(a) below, the “STR permit”, defined below, for that STR Property shall terminate and be of no further force or effect and such terminated STR permit shall not be assigned, transferred or renewed, and no permit shall be issued in its place; and no application to secure or renew an STR permit for such location shall be submitted or accepted by the City. LDC section 4-051.11 shall have no application to STR Properties or STR permits in the Residential Districts (R-1, R-1-B and R-2).

SECTION 2

“STR permit” shall mean a permit or right to conduct short term rental in the Residential Districts granted or renewed pursuant to LDC sections 4-051.2, 4-051.3 or 4-051.11.

“STR Property” shall mean each residence, structure or building in the Residential Districts for which a current “STR permit” has been issued, granted or renewed.

“Short term rental” shall mean:

(b) “Short-term rental” 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.

“Transfer” shall mean a conveyance of all, any portion of or any interest in the title to an “STR Property” or the conveyance of any proprietary or beneficial interest in any trust or artificial entity (i.e., LLC, partnership, corporation) which owns or holds record title to a STR Property; provided, however that, in the event a STR Property is owned in whole or part in cotenancy or by an artificial entity which has more than one cotenant, beneficiary, member, partner or shareholder (collectively referred to herein as “interest holder”) then a conveyance of an interest in that owner to another then existing interest holder of that owner (so that the number of interest holders in that owner is reduced) shall not be considered a Transfer.

SECTION 3

(a) The form of the application for the renewal of an STR permit (the “Application”) shall require disclosure of the full name or names of the current (as of the filing of the Application) owner or owners of the subject STR Property and, if any of the owners is an artificial entity, shall require the names of all its current members, partners, shareholders or beneficiaries, as the case may be. Further the form of the Application to be filed in 2025 shall require disclosure of each Transfer of the subject property which occurred after the “effective date” of this Ordinance; and after 2025 the Application shall require disclosure of each Transfer which occurred in the immediately preceding calendar year.

(b) In conducting any audit under the verification program and policy referred to in LDC section 4-051.10 or any other investigation of compliance by one or more STR properties, such audit or investigation by the City shall, if appropriate, include research of the Chatham County, Georgia real property and ad valorem tax records, filings and applications by the owner of the subject STR Property and any relevant information in Zillow or other publicly accessible or available private sources.

(c) Upon becoming aware of the occurrence of a possible Transfer whether because of a disclosure in an Application pursuant to section 3(a) above or because of an audit or investigation referred to in section 3(b) above or for any other reason,

the City shall notify the owner of the STR Property involved of the Transfer and the resulting termination of That STR Property's STR permit. Such notice shall be mailed by regular and certified return receipt mail to the address of the owner or the owner's manager supplied in that STR Property's most recent Application. The owner shall have 20 days from the date such notice was mailed to refute the occurrence of a Transfer and to contest the termination of the STR permit by a written notice to the city manager. A hearing will be held before the city manager or the manager's designee within 7 business days unless otherwise agreed upon in writing to a future specific date no more than 30 days thereafter. Following the hearing, the manager or the manager's designee will make a written determination within 3 business days. The Provisions hereof relating to hearings may become subject to future code amendments providing for code enforcement hearings applicable to zoning and other codes.

SECTION 4

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 5

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

SECTION 6

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 7

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 _____, 2024.

ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES INCLUDING ORDINANCES IN THE LAND DEVELOPMENT CODE ZONING INCLUDING CHAPTER 4 SECTIONS 4-050.1 ADDRESSING SHORT TERM RENTAL PROPERTIES AND OTHER ORDINANCES SO AS TO ADDRESS THE EXPIRATION OF SHORT TERM RENTAL PERMITS IN CONNECTION WITH OWNERSHIP CHANGES AND TRANSFERS OF RELATED INTEREST BY OWNERS WITH PERMITS AND THE PROHIBITIONS OF ANY NEW PERMITS THEREAFTER FOR THE PROPERTY TO WHICH THE PRIOR PERMIT EXISTS, AFTER PUBLIC HEARINGS AND SUITABLE IMPUT AND TO CLARIFY THAT NO TRANSFER OF A PERMIT IS POSSIBLE WITH THE SALE OF A RESIDENCE AND TO PROVIDE FOR THE CESSATION OF A PERMIT WITHIN ZONE R1, R1B and R2 WITHIN THE CITY, TO ESTABLISH AN EFFECTIVE DATE; TO REPEAL INCONSISTENT ORDINANCES AND TO PROVIDE FOR CODIFICATION FOLLOWING ANY NECESSARY EDITS AND FOR OTHER PURPOSES

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as the “Residential Districts”) more appropriate measures should be adopted applicable to these properties upon transfer: and

Whereas the City of Tybee Island (the City) desires to reduce the number of short-term rentals in the Residential Districts; and

WHEREAS, to reduce short term rentals in Residential Districts, the City considers the best course of action to be to prohibit transfer or reissuance of STR permits upon sale or other transfer of the properties to which they apply; and

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ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____

SECOND READING: _____

ENACTED: _____



STAFF REPORT

PLANNING COMMISSION MEETING OF: April 15, 2024
CITY COUNCIL MEETING OF: May 9, 2024

LOCATION: N/A

PIN: N/A

APPLICANT: City of Tybee Island

OWNER: N/A

EXISTING USE: N/A

PROPOSED USE: N/A

ZONING: N/A

USE PERMITTED BY RIGHT: N/A

COMMUNITY CHARACTER MAP: N/A

APPLICATION: Proposal to amend the code of ordinances including Chapter 4 sections 4-050.1

PROPOSAL The proposal is to amend the code of ordinances including Chapter 4 sections 4-050.1 addressing short term rental properties and other ordinances, to establish and effective date, to repeal inconsistent ordinances and to provide for codification following any necessary edits and for other purposes.

ANALYSIS: Request for recommendation and vote by City Council

STAFF FINDING N/A

This Staff Report prepared by Walter Hatrich

ATTACHMENTS

- A. Proposed Amendment

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES INCLUDING ORDINANCES IN THE LAND DEVELOPMENT CODE ZONING INCLUDING CHAPTER 4 SECTIONS 4-050.1 ADDRESSING SHORT TERM RENTAL PROPERTIES AND OTHER ORDINANCES SO AS TO ADDRESS THE EXPIRATION OF SHORT TERM RENTAL PERMITS IN CONNECTION WITH OWNERSHIP CHANGES AND TRANSFERS OF RELATED INTEREST BY OWNERS WITH PERMITS AND THE PROHIBITIONS OF ANY NEW PERMITS THEREAFTER FOR THE PROPERTY TO WHICH THE PRIOR PERMIT EXISTS, AFTER PUBLIC HEARINGS AND SUITABLE IMPUT AND TO CLARIFY THAT NO TRANSFER OF A PERMIT IS POSSIBLE WITH THE SALE OF A RESIDENCE AND TO PROVIDE FOR THE CESSATION OF A PERMIT WITHIN ZONE R1, R1B and R2 WITHIN THE CITY, TO ESTABLISH AN EFFECTIVE DATE; TO REPEAL INCONSISTENT ORDINANCES AND TO PROVIDE FOR CODIFICATION FOLLOWING ANY NECESSARY EDITS 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, home rule and zoning powers granted to municipal and local governments under the State Constitution; 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 Council desires to make changes to the existing ordinances which permit new owners of previously permitted properties to apply to acquire permits for locations in Zones R1, R1B and R2 (hereinafter collectively referred to

as the “Residential Districts”) more appropriate measures should be adopted applicable to these properties upon transfer: and

Whereas the City of Tybee Island (the City) desires to reduce the number of short-term rentals in the Residential Districts; and

WHEREAS, to reduce short term rentals in Residential Districts, the City considers the best course of action to be to prohibit transfer or reissuance of STR permits upon sale or other transfer of the properties to which they apply; and

WHEREAS following public hearings as required by law, the Mayor and Council hereby ordain, and it is hereby ordained that the code of ordinances will be amended so as to provide as provided below; and

It is hereby ordained by the governing authority of the City of Tybee Island as follows:

SECTION 1

As to properties in the Residential Districts only, upon the “Transfer” defined below, of an “STR Property” defined below, whether or not disclosed pursuant to section 3(a) below, the “STR permit”, defined below, for that STR Property shall terminate and be of no further force or effect and such terminated STR permit shall not be assigned, transferred or renewed, and no permit shall be issued in its place; and no application to secure or renew an STR permit for such location shall be submitted or accepted by the City. LDC section 4-051.11 shall have no application to STR Properties or STR permits in the Residential Districts (R-1, R-1-B and R-2).

SECTION 2

“STR permit” shall mean a permit or right to conduct short term rental in the Residential Districts granted or renewed pursuant to LDC sections 4-051.2, 4-051.3 or 40501.11.

“STR Property” shall mean each residence, structure or building in the Residential Districts for which a current “STR permit” has been issued, granted or renewed.

“Short term rental” shall mean:

(b) “Short-term rental” 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.

“Transfer” shall mean a conveyance of all, any portion of or any interest in the title to an “STR Property” or the conveyance of any proprietary or beneficial interest in any trust or artificial entity (i.e., LLC, partnership, corporation) which owns or holds record title to a STR Property; provided, however that, in the event a STR Property is owned in whole or part in cotenancy or by an artificial entity which has more than one cotenant, beneficiary, member, partner or shareholder (collectively referred to herein as “interest holder”) then a conveyance of an interest in that owner to another then existing interest holder of that owner (so that the number of interest holders in that owner is reduced) shall not be considered a Transfer.

SECTION 3

(a) The form of the application for the renewal of an STR permit (the “Application”) shall require disclosure of the full name or names of the current (as of the filing of the Application) owner or owners of the subject STR Property and, if any of the owners is an artificial entity, shall require the names of all its current members, partners, shareholders or beneficiaries, as the case may be. Further the form of the Application to be filed in 2025 shall require disclosure of each Transfer of the subject property which occurred after the “effective date” of this Ordinance; and after 2025 the Application shall require disclosure of each Transfer which occurred in the immediately preceding calendar year.

(b) In conducting any audit under the verification program and policy referred to in LDC section 4-051.10 or any other investigation of compliance by one or more STR properties, such audit or investigation by the City shall, if appropriate, include research of the Chatham County, Georgia real property and ad valorem tax records, filings and applications by the owner of the subject STR Property and any relevant information in Zillow or other publicly accessible or available private sources.

(c) Upon becoming aware of the occurrence of a possible Transfer whether because of a disclosure in an Application pursuant to section 3(a) above or because of an audit or investigation referred to in section 3(b) above or for any other reason,

the City shall notify the owner of the STR Property involved of the Transfer and the resulting termination of That STR Property's STR permit. Such notice shall be mailed by regular and certified return receipt mail to the address of the owner or the owner's manager supplied in that STR Property's most recent Application. The owner shall have 20 days from the date such notice was mailed to refute the occurrence of a Transfer and to contest the termination of the STR permit by a written notice to the city manager. A hearing will be held before the city manager or the manager's designee within 7 business days unless otherwise agreed upon in writing to a future specific date no more than 30 days thereafter. Following the hearing, the manager or the manager's designee will make a written determination within 3 business days. The Provisions hereof relating to hearings may become subject to future code amendments providing for code enforcement hearings applicable to zoning and other codes.

SECTION 4

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 5

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

SECTION 6

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 7

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 _____, 2024.

ADOPTED THIS ____ DAY OF _____, 2024.

MAYOR

ATTEST:

CLERK OF COUNCIL

FIRST READING: _____
SECOND READING: _____
ENACTED: _____



**PLANNING COMMISSION
NOTICE OF DETERMINATION**

Meeting date: April 15, 2024

Project Name/Description: **STR Proposed Ordinance – City of Tybee**

Action Requested: **Text Amendment**

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

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

The Planning Commission Motion on Petition: Approval Denial Continued

Action on Motion:

COMMISSIONER	FOR	AGAINST	COMMENTS
Butler	X		
McGruder	-----	-----	CHAIR - ABSENT
Nooney			VICE CHAIR
Matkowski	X		SECOND
Livingston		X	
Rodriguez	X		ABSTAINED FROM VOTING WHICH IS A VOTE IN THE AFFIRMATIVE
Roberts	X		MOTION

Planning Commission Chair: S. M. Lunn-Gooney

Date: 4/19/24

Planning & Zoning Manager: Michelle Owens

Date: 4-19-24

File Attachments for Item:

5. Agreement: METRIC Group Limited and City of Tybee Island

AGREEMENT

This Agreement is made as of 4/25, 2024, by and between METRIC Group Limited, a U.K. entity ("Metric"), and The City of Tybee Island Georgia, a Georgia municipality ("City").

RECITALS:

A. Metric and City are parties to an agreement for the sale by Metric of certain terminals and batteries (collectively "Cargo") including installation of the terminals for use by the City; and

B. Metric was to arrange for the shipping of the Cargo and in preparing the paperwork for the shipment an error was made resulting in the need for the City be identified as the importer of record and interface with the Georgia Port Authority and other governmental authorities to secure release of the Cargo to the City; and

C. Metric has arranged for D.B. Schenker to assist in this process of securing the release of the Cargo for the City; and

D. Certain third parties have raised issues that the City is required to execute agreements to assist in the release of the Cargo and the parties intend for Metric to assume all City responsibility for any obligations under such agreements; and

E. Metric and City desire to enter into this Agreement to confirm the understanding that Metric will be responsible for any costs incurred by the City and to assume any obligations and liabilities the City has to undertake with third parties including, but not limited to D.B. Schenker.

AGREEMENT:

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Metric and City agree as follows:

1. Reimbursement of Costs and Expenses. Metric agrees to reimburse all costs and expenses incurred by the City associated with securing the release and delivery of the Cargo to the City. City will provide all invoices/expenses received to Metric and Metric will arrange payment within ten (10) days of receipt of the invoices/expenses. Alternatively, in the City's sole discretion, it may require Metric to wire funds to the City for the City to pay expenses.

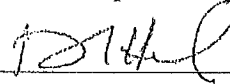
2. Assumption of Agreements and Liability Therefore. If the City is required to execute any agreements with third parties assuming any liabilities, Metric agrees to assume all liabilities for such agreements. Specifically, Metric agrees to assume all liabilities associated with the agreement attached hereto as Exhibit A.

3. Governing Law and Jurisdiction. This Agreement is be governed by the laws of the State of Georgia without regard to any conflict of laws principles that would require the application of any other law. Any proceeding arising out of or relating to the contemplated transaction shall be brought in state and federal courts located in Chatham County, Georgia, and each of the Parties irrevocably submits to the

exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to the contemplated transaction in any other court.

In witness whereof, the parties have executed this Agreement as of the day and year first above written.

METRIC Group Limited

By: 

Name: NICHOLAS HEAL

Title: FINANCE DIRECTOR

The City of Tybee Island, Georgia

By: _____

Its: _____

Approved:

City Attorney

GENERAL AGREEMENT OF INDEMNITY
(Commercial Surety Short Form)

This General Agreement of Indemnity (the "Agreement") is effective as of the _____ day of _____, _____ by the undersigned (individually, jointly, and severally, the "Indemnitor"), and the Indemnitor's present and future subsidiaries, affiliates, successors, executors, trustees, personal representatives and assigns, including any co-principals, partners or joint ventures of any Indemnitor, and by one or more of the bonding companies known as Endurance Assurance Corporation, Endurance American Insurance Company, Lexon Insurance Company, and Bond Safeguard Insurance Company (individually and collectively, the "Surety"), for the purposes set forth herein and for the continuing benefit of the Surety.

In consideration of the execution of any surety undertaking, guaranty or other contractual obligation undertaken or procured by the Surety and/or with any co-surety or additional surety on behalf of or at the request of any Indemnitor, either before or after the date of this Agreement, and any renewal, amendment, alteration, continuation, extension or substitution thereof ("Bond") for any Indemnitor, including any Bond on which any Indemnitor appears alone or with others, and as an inducement to the Surety to execute any Bond, and for other good and valuable consideration, each Indemnitor agrees individually, jointly, and severally as follows:

- 1. PREMIUM.** The Indemnitor shall pay all premiums and costs charged by the Surety for any Bond, including initial, renewal, continuation, and additional premiums thereon, computed according to current rate charges, until satisfactory proof is furnished to the Surety of the Surety's discharge or release from liability under such Bond. The Indemnitor acknowledges that the initial premium on every Bond is fully earned upon execution of the Bond and, if a premium is not paid when due, it shall bear interest at the rate of six percent per annum.
- 2. INDEMNIFICATION.** The Indemnitor shall, upon demand from the Surety, promptly indemnify, exonerate, reimburse and hold the Surety harmless from and against any and all liability, damage, cost and expense of whatsoever kind or nature (cumulatively, "Loss") and pay the Surety for any Loss sustained or incurred in connection with the execution of any Bond or the failure of the Indemnitor to perform or comply with the covenants and conditions of this Agreement. An itemized statement of Loss by the Surety, sworn to by an officer of the Surety, shall be prima facie evidence of the fact and amount of the liability of the Indemnitor to the Surety. The Surety shall be entitled to receive interest at the rate of six percent per annum from the date of its payment of each Loss.
- 3. DISCHARGE AND COLLATERAL.** The Indemnitor shall, upon request of the Surety, procure the discharge of the Surety from any Bond and all liability or potential liability by reason thereof. If such discharge does not occur within 30 days, the Indemnitor shall, upon demand by the Surety, either deposit collateral with the Surety in a form and type acceptable to the Surety and in an amount sufficient in the Surety's sole discretion to cover all exposure to loss under any such Bond, or make other provisions acceptable to Surety for the funding of the bonded obligations. The Indemnitor acknowledges that the failure to deposit the sums demanded as collateral security shall cause irreparable harm to the Surety for which the Surety has no adequate remedy at law, so that the Surety shall be entitled to injunctive relief for specific performance of this obligation of the Indemnitor.
- 4. DECLINE EXECUTION.** The Surety shall have the right at its option and at its sole discretion to issue, or cancel or decline the execution of, any Bond or change or renewal of any existing Bond without affecting the liability of the Indemnitor under this Agreement.

5. CLAIM SETTLEMENT. The Surety shall have the exclusive right for itself and any Indemnitor to determine whether a claim or liability involving any Bond shall be settled, compromised, paid, defended, prosecuted or appealed, and take any action it may deem necessary or expedient in handling any claim. The Surety's decisions shall be binding and conclusive upon the Indemnitor, irrespective of any offer from the Indemnitor to assume the defense of the Surety upon such Claim.

6. REMEDIES UPON DEFAULT. In the event of a default or breach with respect to any of the Indemnitor's obligations under any Bond, the Surety or a designated representative of the Surety shall have the right, at its option and in its sole discretion, with or without exercising any other right or option conferred upon it by law or the terms of this Agreement, and is hereby authorized by each Indemnitor: (1) to take possession of any part or all of the work, including equipment, materials and supplies, under any contract covered by a Bond and to complete or arrange for the completion of the same; (2) to take over the control of all funds, including accounts receivable, on any contract covered by a Bond; (3) to take possession of the office equipment, computer programs, disks, and books and records as are necessary or useful for the completion of any contract covered by a Bond; and (4) to take any other action that the Surety may deem appropriate to obtain a discharge of the Surety's obligations, all at the expense of the Indemnitor.

7. INVALIDITY AND WAIVERS. If any Indemnitor fails to execute this Agreement or if any Indemnitor's execution is invalid, such failure or invalidity shall not affect the validity of this Agreement or the liability hereunder of any other Indemnitor. Each Indemnitor waives and subordinates the rights of indemnity, subrogation, contribution or collection against any other Indemnitor or its property until the obligations of each Indemnitor to the Surety under this Agreement have been satisfied in full. Each Indemnitor waives notice of the execution of any Bond for any Indemnitor; the taking or failing to take or the release of any security, Collateral, or assignment of an Indemnitor; the settlement or partial settlement with any Indemnitor; or the addition of a new Indemnitor. The Surety is expressly authorized to settle with any one or more Indemnitor individually, without reference to the others, and such settlement shall not affect the liability of any of the others. The Surety's failure to act to enforce any of its rights under this Agreement shall not be construed as a waiver of any of its rights.

8. RIGHT TO INFORMATION. Until the Surety's exposure to liability under every Bond has terminated, the Surety shall have unrestricted access to any and all books, records, trust funds, accounts, documents, or other information pertaining to the financial affairs or operations of the Indemnitor, including the right to obtain credit or other investigative reports, and any bank depository, supplier, subcontractor, obligee, government entity, creditor, accountant or other person or entity is hereby authorized to furnish the Surety any information requested..

9. TERMINATION BY INDEMNITOR. This Agreement is a continuing obligation of each Indemnitor, but may be terminated prospectively upon thirty days' written notice sent to the Surety by certified mail to its office at 12890 Lebanon Road, Mount Juliet, TN 37122. Such notice of termination shall not operate to modify, bar or discharge the Indemnitor as to any obligation under any Bond that has been executed prior to the end of the thirty-day notice period. Such notice of termination by a particular Indemnitor shall not constitute notice by any other Indemnitor and shall in no way affect the continuing obligations of any other Indemnitor that has not given such notice.

10. APPLICATION OF LAW, JURISDICTION AND WAIVER OF JURY TRIAL. This Agreement is governed by the laws of the State of New York without regard to conflict of law rules. Each Indemnitor agrees to submit itself to personal jurisdiction and venue in County of New York and in the United States District Court for the Southern District of New York (if appropriate), and in whatever other jurisdiction in which the Surety sustains or pays any loss for which the Indemnitor is liable hereunder, and in whatever jurisdiction the Surety may be sued or required to arbitrate as a consequence of its having issued any Bond. Each Indemnitor waives any defense based upon alleged lack of personal jurisdiction, improper

venue or forum non conveniens.

THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENDORSE OR DEFEND ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS AGAINST PERSONS OR ENTITIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

11. CUMULATIVE RIGHTS. The rights of the Surety under this Agreement are cumulative, and are in addition to and not in lieu of any other rights the Surety may have with respect to the Indemnitor under any prior agreement of indemnity, other agreement, or operation of law.

12. JOINT AND SEVERAL LIABILITY. The obligations of each Indemnitor under this Agreement are individual, joint and several. The Surety may bring separate suits against any or all of them as causes of action may accrue hereunder. The Surety need not proceed first against any one Indemnitor, or any third party, or exhaust or avail itself of any other legal remedy or of any collateral.

13. REPRESENTATIONS AND WARRANTIES. Each Indemnitor represents, warrants and agrees that they have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein, and that the execution, delivery, and performance of their duties and obligations pursuant to this Agreement have been duly authorized by all necessary corporate action.

14. AMENDMENTS. This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed by an officer of the Surety.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement. A duplicate or facsimile copy or electronic reproduction of the original document shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

[Signature Pages Follow]

File Attachments for Item:

6. Memorandum of Agreement: Visit Tybee and City of Tybee Island: Info Hut



PARTIES: City of Tybee Island;
Visit Tybee, a division of the Savannah Area Chamber of Commerce

SERVICE: Tybee Island Information (Info) Hut Partnership

TERM: May 23, 2024 to October 14, 2024

MEMORANDUM OF AGREEMENT

This Agreement, entered into this _____ day of _____, 2024 serves to be representative of a partnership between the City of Tybee Island (City) and Visit Tybee (DMO), a division of the Savannah Area Chamber of Commerce, for services at the South End Info Hut.

WITNESSETH

In consideration of the mutual understanding contained herein, the Parties hereby agree to the following for the 2024 spring and summer season:

1. The DMO will be responsible for:
 - a. Providing staffing (hiring, training and managing) during the 2024 spring and summer season.
 - i. Staff coverage (if sufficiently secured) will be approximately 11am – 5pm Thursday thru Sunday.
 - ii. Staff will consist of part-time staff operating on a shift-work schedule.
 - iii. If sufficient staffing is not secured, Visit Tybee will notify the City prior to May 15.
 - b. Providing general liability insurance for Info Hut staff.
 - c. Providing visitor information to the public specific to Tybee Island, local businesses and events, during hours of operation.
 - d. Providing a monthly e-report to the city’s Development Authority/Main Street staff person regarding estimated number of people served, a breakdown of which states people were from, and top five asked questions (as time permits).
2. The City will be responsible for:
 - a. Ensuring the exterior and interior (including air conditioning unit and refrigerator) of the Info Hut is appropriately maintained.
 - b. Providing information for posting at the Info Hut via the Development Authority/Main Street Program.
 - i. information will include answers to frequently asked questions.
 - c. Providing assistance to the Info Hut staff as necessary from the city’s Development Authority/Main Street staff.
 - d. Providing electricity to the Info Hut as available.
 - e. Posting contact information at the Info Hut for the Visit Tybee staff and public.
 - f. Providing space for the informational map (provided in 2016) of Tybee Island to be posted at the Info Hut.
 - g. Providing seasonal complementary parking passes for Info Hut staff.
 - i. tag registration information will be required to be provided prior to May 13.
 - h. Providing one parking space near the Info Hut, which will be designated by a sign, during times of Info Hut staff coverage (availability not guaranteed).

Signatures provided below by involved Parties constitutes mutual acceptance of this Agreement*.

Brian West, Mayor City of Tybee Island Date

Joseph Marinelli 4/22/24

Joseph Marinelli, President Date
Visit Tybee

File Attachments for Item:

7. Indigent Defense Services Agreement: Jennifer Ozer and City of Tybee Island

**INDIGENT DEFENSE SERVICES AGREEMENT
BETWEEN JENNIFER OZER AND
THE CITY OF TYBEE ISLAND, GEORGIA**

THIS AGREEMENT entered into this ____ day of _____, 2024, by and between JENNIFER L. OZER, an attorney authorized to practice law in the State of Georgia, (hereinafter “Ozer”) and THE CITY OF TYBEE ISLAND, GEORGIA, a body politic and municipality of the State of Georgia, PO Box 2749, Tybee Island, GA 31328 (hereinafter the “City”). This Agreement shall be effective upon the execution by the City, except that some services may have been provided prior to execution in anticipation of this Agreement and the new rate structure shall become effective July 1, 2024.

WHEREAS, Ozer is an attorney practicing law in the State of Georgia specializing in criminal defense work; and

WHEREAS, the City is a Georgia municipality which maintains a municipal court wherein charges are brought against individuals sometimes in need of counsel; and

WHEREAS, applicable laws, including O.C.G.A. §36-32-1 and others, provide for the appointment of counsel for indigent defendants; and

WHEREAS, the City and Ozer have negotiated the within Agreement, following a prior agreement providing for Ozer’s services to the City which has worked well for the parties,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. **Engagement.** Ozer agrees to provide indigent defense services for defendants in the Municipal Court of Tybee Island as appropriate and in accordance with all applicable laws, the City Charter, and the ordinances of the City. Ozer is to act as Municipal Court Public Defender in accordance with such laws.
2. **Place of Work.** The Public Defender will perform the services as required by the City on a part time basis at such times and places as Ozer shall determine, except that court shall be held at places designated by the City.
3. **Duties.** Ozer shall at all times maintain membership in the Georgia Bar as a member in good standing and shall use her best efforts and judgment in performing services of the Public Defender and shall act as an independent contractor in the representation of the City

customers. Notwithstanding the provision below, Ozer shall only be required to attend two court sessions per month out of any month in which the regular schedule for court sessions is three sessions. The City contemplates having a session of court that would entail the need for the services of a Public Defender and, therefore, Ozer should not be required to attend that session nor is her compensation based upon any requirement that she attend the third court session. The duties of Ozer as Public Defender shall include contact with the City's customers and alleged violators and the general public and shall at all times behave in a professional manner in representing the interest of the City. Ozer shall be free to arrange the manner of performance of the duties hereunder and will not be expected to maintain a schedule of duties, except as necessary to comply with reasonable assignments requested by the City from time to time. As part of the services hereunder, Ozer agrees to respond reasonably and when necessary, to visit customers or defendants who are inmates in confinement in order to properly perform the responsibilities hereunder.

From time to time, there may be video hearings for such things are arraignments, bond and probation hearings separate and apart from the regular court sessions held at the Tybee Island courtroom. Ozer shall cover these hearings and will be compensated as set forth below. There is no set schedule for these hearings. If Ozer is unable to cover a hearing, she will find a replacement attorney with the necessary qualifications to cover such hearing. Any individual who covers a hearing for Ozer in this circumstance will be paid the same rate set forth below.

4. **Manner of Performance.** Ozer will determine the method, details and means of performing services on behalf of the City. The City shall have no right to, and shall not, control the manner or determine the method of accomplishing Ozer's Public Defender services. Ozer will be responsible for supplying all equipment and instrumentalities required to perform services under this agreement; provided, however, upon execution of this agreement, the City will provide Ozer with court staff sufficient to manage the court's services.

5. **Compensation.** For services to be rendered and performed hereunder by Ozer as Public Defender with regard to regular two court sessions a month, the City will pay Ozer TWENTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND 00/100THS (\$22,800.00) annually for the two court sessions per month for services rendered pursuant to this Agreement. Payment shall be invoiced and paid monthly. This compensation amount shall commence effective July 1, 2024. This compensation is to include two court sessions per month and for related required communications with the alleged violator.

If there is a video hearing apart from the regular court sessions, Ozer will be paid \$60.00 per defendant in such video hearings. If Ozer is unable to appear and has scheduled a replacement, the replacement will also be paid \$60.00 for each defendant in such video hearing. Ozer will invoice the City monthly for any hearings. This compensation shall commence effective June 1, 2024.

Ozer acknowledges that this is an independent contractor agreement, and she shall be responsible for payment of any and all taxes on the compensation paid to her hereunder and agrees to indemnify and hold the City harmless therefrom. As an independent Public Defender, Ozer shall not be entitled to receive any fringe benefits that are generally available to employees of the City and shall only be entitled to receive the cash compensation specifically set forth herein. It is agreed that, when requested by the City, Ozer will provide estimated costs, expenses, or amount of time spent in connection with any defendant(s).

6. **Independent Public Defender.** The parties agree that Ozer will act as an independent Public Defender in performing her duties hereunder and is not an employee, agent, joint venturer or partner of the City. Ozer shall comply with all federal, state and local laws in performing her duties hereunder. Ozer shall adhere to and perform the duties herein in conformity with all practices, procedures, and/or standards required of the Chatham County Public Defender's Office. Ozer shall not incur any obligations on behalf of the City without the City's written consent. Ozer is not an employee of the City and Ozer shall have the exclusive responsibility for appropriate withholding of the taxes relating to compensation hereunder, and the City shall not withhold any federal, state or local taxes thereon. Further, the City is not obligated to and will not withhold FICA (Social Security) from payments made to Ozer and will not make state or federal unemployment insurance contributions on behalf of Ozer. Upon request by City, Ozer shall provide proof of compliance with the provisions of this section and failure to comply with same shall constitute a breach of this agreement by Ozer.

7. **Term.** This Agreement shall be an at will term, terminable by either party, and may only be terminated upon providing written notice at least thirty (30) days in advance of the date of termination. A termination notice must be sent via certified or registered US mail to the address of the parties set forth in the opening paragraph of this Agreement or be provided via hand delivery with a written confirmation of receipt. Notwithstanding any other provision hereof, all obligations of the City under this agreement shall cease as of December 31 of each calendar year in which this agreement is in effect subject, however, to an automatic renewal of the agreement in the absence of a notice to not renew or to cancel at least 30 days prior to the end of a calendar year.

8. **Expenses.** City shall only reimburse Ozer for expenditures if Ozer had prior authorization from City to incur such expenditures.

9. **Assignment.** The City specifically contracts for services of Ozer but, from time to time, in the event Ozer is unavailable, Ozer may assign, subcontract or delegate the duties hereunder without notice to City.

10. **Construction.** The parties acknowledge that each had a part in the preparation of this Agreement, and this Agreement shall not be strictly construed against either party.

11. **Georgia Law.** This Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Georgia.

12. **Severability.** Should any provision of this Agreement be held invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement.

13. **Captions.** The captions or headings of the sections or other subdivision hereof are inserted only as a matter of convenience or for reference and shall have no effect on the meaning of the provisions hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representative and Ozer has caused this Agreement to be executed as of the date first written above.

INDEPENDENT PUBLIC DEFENDER

CITY OF TYBEE ISLAND

Name: **Jennifer L. Ozer**

Shirley Sessions, Mayor

_____ **Date**

_____ **Date**

Clerk of Council

_____ **Date**

APPROVED AS TO FORM:

Edward M. Hughes, City Attorney

_____ **Date**

File Attachments for Item:

8. First Amendment to the Master Services and Purchasing Agreement: AXON



First Amendment to the Master Services and Purchasing Agreement

This First Amendment (“**Amendment**”) is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation (“**Axon**”), and the Tybee Island Police Department (GA) (“**Agency**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”.

Axon and Agency are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Tybee Island Police Department, dated August 15, 2022 (the “**Agreement**”).

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

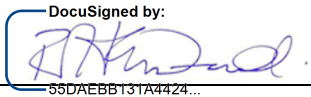
The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate the following references:
 - a. Any reference to “Axon Body 3” of “AB3” shall also mean “Axon Body 4” or “AB4,” when and as applicable.
 - b. Any reference under the Agreement to “TASER 7” shall also mean “TASER 10,” except for any reference under the TASER Device Appendix or under any applicable Quote, which should only refer to the TASER product cited therein.
2. The attached documents are hereby incorporated into the Agreement:
 - a. Professional Services Appendix
 - b. Technology Assurance Plan Appendix
 - c. TASER Device Appendix
 - d. Auto-Tagging Appendix
 - e. Application Programming Interface Appendix
 - f. Quote Q-554203-45390.802DJ
 - g. Quote Q-557708-45366.821DJ
 - h. Contract Addendum for the City of Tybee Island
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Tybee Island Police Department (GA)

Signature:  55DAEBB131A4424...

Signature: _____

Name: Robert E. Driscoll, Jr.

Name: _____

Title: Deputy General Counsel

Title: _____

Date: 5/2/2024 | 11:20 AM MST

Date: _____



First Amendment to the Master Services and Purchasing Agreement

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:



First Amendment to the Master Services and Purchasing Agreement

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer)</p> <p>Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet</p> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager</p> <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions</p> <p>On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
<p>TASER CEW inspection and device assignment</p> <p>Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>



First Amendment to the Master Services and Purchasing Agreement

Post go-live review
For the CEW Full Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs
 Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons
 Axon’s on-site professional service team will ship all old weapons back to Axon’s headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. VR Services Package. VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer’s deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)
 Training for up to five (5) Customer’s in-house instructors who can support Customer’s Axon VR CET and SIM training needs after Axon’s has fulfilled its contracted on-site obligations

Classroom and practical training sessions
 Step-by-step explanation and assistance for Customer’s configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. Axon Air, On-Site Training. Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer’s deployment and determine which Services are appropriate. If Customer’s requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)
 Training for Customer’s in-house instructors who can support Customer’s Axon Air and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations

Classroom and practical training sessions
 Step-by-step explanation and assistance for Customer’s configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. Axon Air, Virtual Training. Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.



First Amendment to the Master Services and Purchasing Agreement

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- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



First Amendment to the Master Services and Purchasing Agreement

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty**. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order**. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only)**. If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.



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10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;



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- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.
5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
 - 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-554203-45390.802DJ

Issued: 04/08/2024

Quote Expiration: 06/07/2024

Estimated Contract Start Date: 09/15/2024

Account Number: 467617

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Tybee Island Police Dept. - GA 78 Van Home Ave Tybee Island, GA 31328-9780 USA	Tybee Island Police Dept. - GA PO Box 2749 Tybee Island GA 31328-2749 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Dan Jackson Phone: Email: djackson@axon.com Fax:	Bertram Whitley Phone: (912) 786-5600 Email: bwhitley@cityoftybee.org Fax:

Quote Summary

Program Length	62 Months
TOTAL COST	\$438,905.44
ESTIMATED TOTAL W/ TAX	\$438,905.44

Discount Summary

Average Savings Per Year	\$28,026.61
TOTAL SAVINGS	\$144,804.16

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$83,332.64	\$0.00	\$83,332.64
Oct 2025	\$88,893.20	\$0.00	\$88,893.20
Oct 2026	\$88,893.20	\$0.00	\$88,893.20
Oct 2027	\$88,893.20	\$0.00	\$88,893.20
Oct 2028	\$88,893.20	\$0.00	\$88,893.20
Total	\$438,905.44	\$0.00	\$438,905.44

Quote Unbundled Price: \$583,709.60
 Quote List Price: \$488,523.20
 Quote Subtotal: \$438,905.44

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$5,560.56)	(\$5,560.56)	\$0.00	(\$5,560.56)
M00010	BUNDLE - OFFICER SAFETY PLAN 10	34	60	\$263.31	\$216.65	\$216.65	\$441,966.00	\$0.00	\$441,966.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	5			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	34			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
100801	AXON RECORDS - OSP LICENSE	28	2		\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
73449	AXON RESPOND - LICENSE	35	2		\$5.20	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	2		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
20248	AXON TASER - EVIDENCE.COM LICENSE	30	2		\$5.20	\$0.00	\$0.00	\$0.00	\$0.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	7	2		\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	28	2		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	146	2		\$0.60	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	28	2		\$2.70	\$0.00	\$0.00	\$0.00	\$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
A la Carte Warranties									
80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	2		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	2		\$21.70	\$0.00	\$0.00	\$0.00	\$0.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	28	2		\$7.45	\$0.00	\$0.00	\$0.00	\$0.00
80496	AXON BODY 3 - EXT WARRANTY - CAMERA	7	2		\$12.20	\$0.00	\$0.00	\$0.00	\$0.00
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	33	2		\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$438,905.44	\$0.00	\$438,905.44

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	34	1	10/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	10/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	38	1	10/15/2024
AB4 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	38	1	10/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	5	1	10/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	10/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	34	2	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	34	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	680	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	34	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	34	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	34	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	68	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	110	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	100	1	10/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	10/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	35	1	04/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	04/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	100	1	10/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	10/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	TASER 10 LIVE CARTRIDGE	100	1	10/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	10/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	35	1	10/15/2029
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	10/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	100801	AXON RECORDS - OSP LICENSE	28	09/15/2024	11/14/2024
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	30	09/15/2024	11/14/2024
A la Carte	73449	AXON RESPOND - LICENSE	35	09/15/2024	11/14/2024
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	28	09/15/2024	11/14/2024
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	146	09/15/2024	11/14/2024
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	7	09/15/2024	11/14/2024
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	09/15/2024	11/14/2024
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	34	11/15/2024	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	34	11/15/2024	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2024	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	34	11/15/2024	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	34	11/15/2024	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	340	11/15/2024	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	34	11/15/2024	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	34	11/15/2024	11/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	34
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	28

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	33	09/15/2024	11/14/2024
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	28	09/15/2024	11/14/2024
A la Carte	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/15/2024	11/14/2024
A la Carte	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	7	09/15/2024	11/14/2024
A la Carte	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	09/15/2024	11/14/2024
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	34	10/15/2025	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	10/15/2025	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	34	10/15/2025	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	10/15/2025	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	10/15/2025	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/15/2025	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	34	10/15/2025	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	1	10/15/2025	11/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	10/15/2025	11/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	78 Van Horne Ave	Tybee Island	GA	31328-9780	USA
2	78 Van Horne Ave	Tybee Island	GA	31328-9780	USA

Payment Details

Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 1	100801	AXON RECORDS - OSP LICENSE	28	\$0.00	\$0.00	\$0.00
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 1	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	28	\$0.00	\$0.00	\$0.00
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$0.00	\$0.00	\$0.00
Year 1	73449	AXON RESPOND - LICENSE	35	\$0.00	\$0.00	\$0.00
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	28	\$0.00	\$0.00	\$0.00
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	146	\$0.00	\$0.00	\$0.00
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	7	\$0.00	\$0.00	\$0.00
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	\$0.00	\$0.00	\$0.00
Year 1	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	33	\$0.00	\$0.00	\$0.00
Year 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	28	\$0.00	\$0.00	\$0.00
Year 1	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 1	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	7	\$0.00	\$0.00	\$0.00
Year 1	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 1	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	34	\$88,393.20	\$0.00	\$88,393.20
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$5,560.56)	\$0.00	(\$5,560.56)
Total				\$83,332.64	\$0.00	\$83,332.64

Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	34	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 2	100801	AXON RECORDS - OSP LICENSE	28	\$0.00	\$0.00	\$0.00
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 2	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	28	\$0.00	\$0.00	\$0.00
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$0.00	\$0.00	\$0.00
Year 2	73449	AXON RESPOND - LICENSE	35	\$0.00	\$0.00	\$0.00
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	28	\$0.00	\$0.00	\$0.00
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	146	\$0.00	\$0.00	\$0.00
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	7	\$0.00	\$0.00	\$0.00

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	\$0.00	\$0.00	\$0.00
Year 2	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	33	\$0.00	\$0.00	\$0.00
Year 2	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	28	\$0.00	\$0.00	\$0.00
Year 2	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 2	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	7	\$0.00	\$0.00	\$0.00
Year 2	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	34	\$88,393.20	\$0.00	\$88,393.20
Total				\$88,893.20	\$0.00	\$88,893.20

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 3	100801	AXON RECORDS - OSP LICENSE	28	\$0.00	\$0.00	\$0.00
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 3	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	28	\$0.00	\$0.00	\$0.00
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$0.00	\$0.00	\$0.00
Year 3	73449	AXON RESPOND - LICENSE	35	\$0.00	\$0.00	\$0.00
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	28	\$0.00	\$0.00	\$0.00
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	146	\$0.00	\$0.00	\$0.00
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	7	\$0.00	\$0.00	\$0.00
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	\$0.00	\$0.00	\$0.00
Year 3	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	33	\$0.00	\$0.00	\$0.00
Year 3	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	28	\$0.00	\$0.00	\$0.00
Year 3	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 3	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	7	\$0.00	\$0.00	\$0.00
Year 3	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	34	\$88,393.20	\$0.00	\$88,393.20
Total				\$88,893.20	\$0.00	\$88,893.20

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 4	100801	AXON RECORDS - OSP LICENSE	28	\$0.00	\$0.00	\$0.00
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 4	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	28	\$0.00	\$0.00	\$0.00
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$0.00	\$0.00	\$0.00
Year 4	73449	AXON RESPOND - LICENSE	35	\$0.00	\$0.00	\$0.00
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	28	\$0.00	\$0.00	\$0.00
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	146	\$0.00	\$0.00	\$0.00
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	7	\$0.00	\$0.00	\$0.00
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	\$0.00	\$0.00	\$0.00
Year 4	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	33	\$0.00	\$0.00	\$0.00
Year 4	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	28	\$0.00	\$0.00	\$0.00
Year 4	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 4	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	7	\$0.00	\$0.00	\$0.00
Year 4	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	34	\$88,393.20	\$0.00	\$88,393.20
Total				\$88,893.20	\$0.00	\$88,893.20

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1	\$0.00	\$0.00	\$0.00
Year 5	100801	AXON RECORDS - OSP LICENSE	28	\$0.00	\$0.00	\$0.00
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 5	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	28	\$0.00	\$0.00	\$0.00
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	30	\$0.00	\$0.00	\$0.00
Year 5	73449	AXON RESPOND - LICENSE	35	\$0.00	\$0.00	\$0.00
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	28	\$0.00	\$0.00	\$0.00
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	146	\$0.00	\$0.00	\$0.00
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	7	\$0.00	\$0.00	\$0.00
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	\$0.00	\$0.00	\$0.00
Year 5	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	33	\$0.00	\$0.00	\$0.00
Year 5	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	28	\$0.00	\$0.00	\$0.00
Year 5	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	\$0.00	\$0.00	\$0.00
Year 5	80496	AXON BODY 3 - EXT WARRANTY - CAMERA	7	\$0.00	\$0.00	\$0.00
Year 5	80498	AXON BODY 3 - EXT WARRANTY - EIGHT BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	34	\$0.00	\$0.00	\$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	\$0.00	\$0.00	\$0.00
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	34	\$88,393.20	\$0.00	\$88,393.20
Total				\$88,893.20	\$0.00	\$88,893.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Tybee Island Police Department, dated August 15, 2022 (the "Agreement"), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable, to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing Quote:

Q-231551

Agency is terminating this contract effective 09/15/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$5,560.56) to the quote for paid but undelivered items.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quote # Q-231551. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

4/8/2024





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-557708-45366.821DJ

Issued: 03/15/2024

Quote Expiration: 06/12/2024

Estimated Contract Start Date: 08/01/2024

Account Number: 467617

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Tybee Island Police Dept. - GA 78 Van Home Ave Tybee Island, GA 31328-9780 USA	Tybee Island Police Dept. - GA PO Box 2749 Tybee Island GA 31328-2749 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Becky Berger Phone: Email: rberger@axon.com Fax:	Bertram Whitley Phone: (912) 786-5600 Email: bwhitley@cityoftybee.org Fax:

Quote Summary

Program Length	47 Months
TOTAL COST	\$78,777.36
ESTIMATED TOTAL W/ TAX	\$78,777.36

Discount Summary

Average Savings Per Year	\$7,287.12
TOTAL SAVINGS	\$28,541.22

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	\$19,694.34	\$0.00	\$19,694.34
Jun 2025	\$19,694.34	\$0.00	\$19,694.34
Jun 2026	\$19,694.34	\$0.00	\$19,694.34
Jun 2027	\$19,694.34	\$0.00	\$19,694.34
Total	\$78,777.36	\$0.00	\$78,777.36

Quote Unbundled Price:	\$107,318.58
Quote List Price:	\$78,777.36
Quote Subtotal:	\$78,777.36

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	13		\$108.00	\$108.00	\$8,424.00	\$0.00	\$8,424.00
Fleet3A	Fleet 3 Advanced	6	47	\$350.69	\$249.48	\$249.48	\$70,353.36	\$0.00	\$70,353.36
Total							\$78,777.36	\$0.00	\$78,777.36

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Advanced	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	6	1	07/01/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	6	1	07/01/2024
Fleet 3 Advanced	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	6	1	07/01/2024
Fleet 3 Advanced	72034	AXON FLEET 3 - SIM INSERTION - VZW	6	1	07/01/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	6	1	07/01/2024
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	6	1	04/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	6	08/01/2024	06/30/2028
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	6	08/01/2024	06/30/2028
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	6	08/01/2024	06/30/2028
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	12	08/01/2024	06/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	6

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	6	07/01/2025	06/30/2028
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	6	07/01/2025	06/30/2028

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	78 Van Horne Ave	Tybee Island	GA	31328-9780	USA

Payment Details

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Co-term	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	\$2,106.00	\$0.00	\$2,106.00
Co-term	Fleet3A	Fleet 3 Advanced	6	\$17,588.34	\$0.00	\$17,588.34
Total				\$19,694.34	\$0.00	\$19,694.34

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	\$2,106.00	\$0.00	\$2,106.00
Year 3	Fleet3A	Fleet 3 Advanced	6	\$17,588.34	\$0.00	\$17,588.34
Total				\$19,694.34	\$0.00	\$19,694.34

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	\$2,106.00	\$0.00	\$2,106.00
Year 4	Fleet3A	Fleet 3 Advanced	6	\$17,588.34	\$0.00	\$17,588.34
Total				\$19,694.34	\$0.00	\$19,694.34

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80462	TRUE UP - FLEET 3 ADVANCED WITH TAP	6	\$2,106.00	\$0.00	\$2,106.00
Year 5	Fleet3A	Fleet 3 Advanced	6	\$17,588.34	\$0.00	\$17,588.34
Total				\$19,694.34	\$0.00	\$19,694.34

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

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This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Tybee Island Police Department, dated August 15, 2022 (the "Agreement"), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable, to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

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Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/15/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Tybee Island Police Dept. (GA) ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

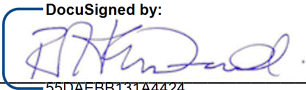
CONTRACT ADDENDUM
FOR CITY OF TYBEE ISLAND
AND AXON ENTERPRISE, INC.

Notwithstanding any other provision of the agreement and/or any other addendum to the agreement, the parties agree that the provisions of the contract attached hereto are modified, cancelled or removed to the extent inconsistent with the provisions of this addendum:

1. In all instances the provisions of O.C.G.A. 36-60-13 shall control such that any obligation on the part of the City shall cease without condition in the absence of renewal at the end of the fiscal year or calendar year as applicable.
2. The contract is limited to a twelve-month term subject to automatic renewals.
3. There is no obligation on the part of the City to indemnify any other party, including any other contracted party, as such provisions are not valid under Georgia law.
4. The provisions and performances under this agreement and addendum shall be governed by the laws of the State of Georgia and any applicable federal law. Any and all disputes which might arise under the terms of the agreement, the addendum or the transaction between the parties shall be resolved in the states and federal courts located within Chatham County in the State of Georgia, including, but not limited to, the US District Court for the Southern District of Georgia, Savannah Division.
5. The City of Tybee Island does not waive the right to trial by jury on any dispute.
6. The City does not authorize the use of its name or logo in any contracting party's marketing or promotional activities in the absence of a specific authorization following the contracting party's making such promotional or marketing activities known and available to the City. The City shall have 10 days following the receipt of such information or material within which to approve or disapprove the use of its name or logo and the failure to the City to respond that such promotional or marketing is permissible, it shall be deemed a rejection and the use shall not be permitted.
7. For any insurance requirement imposed upon the City, the City may satisfy its obligations by having coverage with the Georgia Interlocal Risk Management Program.

AXON ENTERPRISE, INC.

CITY OF TYBEE ISLAND, GEORGIA

By:  _____
DocuSigned by:
55DAEBB131A4424...
 Robert E. Driscoll, Jr.

By: _____

Printed Name

_____ Date

Deputy General Counsel | 5/2/2024 | 11:20 AM MST

Title Date

Attest: _____

Item #8.

572.572.000.Forms - Contract Addendum

- Page 103 -

File Attachments for Item:

10. Minutes: Planning Commission, April 15, 2024

PLANNING COMMISSION

Anna Butler
Beau Livingston
Robert J. Matkowski
Elaine McGruder
S. Michelle Nooney
David Roberts
Marie Rodriguez



ACTING CITY MANAGER

Michelle Owens

COMMUNITY DEVELOPMENT DIRECTOR

George Shaw

CITY ATTORNEY

Edward M. Hughes
Tracy O'Connell

**Planning Commission Meeting
MINUTES
April 15, 2024**

Vice Chair Michelle Nooney called the April 15, 2024, Tybee Island Planning Commission meeting to order. Commissioners present were **Anna Butler, Marie Rodriguez, Beau Livingston, David Roberts, Robert Matkowski** and **Michelle Nooney**. **Elaine McGruder** was absent.

Consideration of Minutes:

Vice Chair Michelle Nooney asked for consideration of the March 18, 2024, meeting minutes. **Marie Rodriguez** made a motion to approve. **Robert Matkowski** seconded. The vote to approve was unanimous.

Disclosures/Recusals:

Vice Chair Michelle Nooney asked if there were any Disclosures or Recusals. There were none.

Old Business:

Vice Chair Michelle Nooney asked if there was any old business. There was one.

New Business:

Site Plan: requesting to add roof to existing deck – 33 Meddin Dr. – 4001 13008 -Zone R-1/NEC – North Beach Bar & Grill/George Spriggs.

Walter Hattrich stated that the applicant would like to build a roof over the existing deck on the south side of the building. He stated it is a pole barn type construction which is consistent with the roof on the east side of the building that was previously constructed. It is in character with the remainder of the building. Staff recommends approval. **Robert Matkowski** stated it talked about the status of the project designer addressing the continued high moisture content beneath the area in depth. **Walter Hattrich** stated that he did speak to the drainage engineer that supplied the drainage letter and he stated the drainage run off for that side of the building currently goes on the existing wood deck, and that would be captured by a gutter system and down pipe that will then go into a planter. The water will be going to the same place it was previously. **David Roberts** stated he does not see any setbacks on this survey, and it looks like we would be enlarging the encroachment by allowing this roof. **Walter Hattrich** stated the City owns all of this property where you see the blue lines in the photo and there are no setbacks near this property's lines. **George Spriggs**, the applicant, approached the Planning Commission and stated that this proposal will be the same type of roof, work, and contractor as the roof that was added to the east side in 2019. **Anna Butler** asked if a structural engineer has reviewed these plans to make sure they conform to the codes for our high velocity winds area here? **Walter Hattrich** stated that all the plans do indicate they were reviewed by a professional engineer. **Anna Butler** stated yes, but there is no stamp from him on them. **David Roberts** stated

with an accurate site plan showing where the roof is going relative to the site. Also, I realize this is a plat map but it's not even for this project necessarily, and I agree there are other things besides which neighbor is impacted by a setback. It could be a wooden structure next to another building that you would have to have a certain amount of horizontal distance from the international building code requirements. **Beau Livingston** stated that I just want to clarify something. If you could go back to the overhead view of the property. The blue lines around the property represent the property lines, correct? **Walter Hattrich** stated yes that is correct. **Beau Livingston** stated so the setbacks would be off of those blue lines and this project would not be anywhere close to those lot lines, correct? He stated this roof would not impede any sidewalks, roadways or the showers and restrooms. **Walter Hattrich** stated that is my understanding, yes.

Beau Livingston made a motion to approve. **Marie Rodriguez** seconded. **Anna Butler, Marie Rodriguez, Beau Livingston,** and **Robert Matkowski** voted for the approval. **David Roberts** voted against the approval. The vote was 4 to 1. The motion was approved.

Text amendment: STR Proposed Ordinance – City of Tybee.

Acting City Manager Michelle Owens stated this is a proposed text amendment to the land development code and essentially this is going to be chapter 4 – sec. 4-050-1 the proposed text amendment states in residential districts this ordinance will prohibit the transfer of short-term rental permits upon a sale. And lays out the process by which that particular instance of property transfers for permits will be audited for compliance and determine the status of that permit. There will also be a hearing process by which property owners can appeal a decision of termination. City council has sent this to planning commission for a recommendation. Marie Rodriguez asked if this was only for R-1, R-1-B and R-2 only. **Acting City Manager Michelle Owens** stated yes that is correct. **Vice Chair Michelle Nooney** asked if other methods to reduce STRs in the residential zones, such as enforcing the existing ordinances and revoking permits for those in violation have been considered. She also asked has anyone looked at how the 748 commercial and R-T STR's support the number of tourists that visit Tybee. **Acting City Manager Michelle Owens** stated that has not been looked at. **David Roberts** asked when the renewals took place this year did staff review the history to make sure they have satisfied the ongoing and existing requirement that was placed in October of 2022. **Acting City Manager Michelle Owens** stated the STR coordinator did do some level of reviews, and some went through the normal audit process. *(This question was corrected after the meeting. The correct answer is no).*

Keith Gay, who lives at 117 Catalina Dr. Stated he wanted to clarification to the question about the audit and the applications. The applications had been put on hold until the first of this month. So many of us are just now getting our applications in. so there will be no practical way to do any kind of audit on the registrations. **Dale Williams** spoke for the ordinance. **Roger Huff** spoke against the ordinance, **Dee Matkowski** spoke for the ordinance. **Keith Gay** spoke against the ordinance. **Dawn Shay** spoke for the ordinance. **Carol Nathan** spoke for the ordinance. **Ron Rimawi** spoke against the ordinance. **Todd Norman** spoke against the ordinance. **Shirley Wright** spoke for the ordinance. **Jenny Rutherford** spoke against the ordinance. **Tommy Thompson** spoke against the ordinance. **Beau Livingston** stated he would like to see a clause that would keep people from losing their property that have been in the family for generations. **David Roberts** stated he wants to make it clear on the amount of thought and sincerity people have put on both side of this issue. He quoted this attachment.

“April 15, 2024

Before the Planning Commission, City of Tybee Island

In the matter of Planning Commission review of the proposed ordinance (2024) that would terminate short-term rental ("STR") permits upon the sale or other specific disposition of properties in residential zoning districts R-1, R-1-B, and R-2-and that would preclude further or future assignment, transfer, or renewal of STR permits for those locations.

City Council has already enacted ordinances (Ord. 2022-04 and 2023-11 § 1) recognizing that STR's in residential zoning districts are, in fact, nonconforming uses. Therefore, Planning Commission's consideration of the proposed ordinance must be guided by these ten principles:

1. No quiet, peaceful, and entirely residential neighborhood will ever be a detriment to Tybee Island;
2. The proposed ordinance must not be judged based on conjecture. Although some voices have warned of the near-collapse of Tybee's economy if Council passes the proposed ordinance, not one person (of whom I am aware) has offered a single, specific example of a coastal island that has been abandoned or financially ruined by its elimination of STR's in favor of long-term rentals and/ or legitimate hotels;
3. There is simply no Constitutional right to conduct commerce within residential zoning districts in Georgia -a fact established by both the Georgia and U.S. Supreme Courts nearly 100 years ago;!
4. If additional STR's outside of commercial zoning districts are deemed desirable by the City, the City should create more conscientiously and purposefully designed zoning districts and district boundaries to allow them-rather than merely contorting the definitions of "use" of properties within existing residentially zoned districts;
5. It is legally incoherent to argue that the City must permit nonconforming STR commerce to be conducted in residential zoning districts because STR's are a source of tax revenues for the City-while simultaneously contending that the same city is somehow forbidden by law or policy from registering or listing the structures in which those nonconforming tax-revenue-generating commercial activities occur;
6. It is inconsistent to argue that the City must permit nonconforming SIR commerce to be conducted in residential zoning districts because SIR's are a source of tax revenues for the City-when City Administration is admittedly incapable of determining the exact sources and amounts of those alleged revenues -and is seemingly uninterested in ascertaining them;
7. The unlawful perpetuation of the inequities suffered by owners of conforming properties in residential zoning districts due to the City's failme to provide equal protection of the laws (guaranteed under the 14th Amendment of U.S. Constitution and Art. I, § 1, i II of the 1983 Georgia Constitution) can only be corrected if the City brings to an end over time all nonconforming commercial rental activities in those residentially zoned districts;
8. It is unjust for future purchasers of presently nonconforming STR properties in residential districts to possess STR rights superior to those that are entirely prohibited to current and future owners of conforming properties in those same districts;

See Village of Euclid, Ohio v. Ambler Realty Co., 272 U.S. 365, (U.S. Supreme Court, 1926); and Howden v. Mayor and Aldermen of Savannah, 172 Ga. 833 (Supreme Court of Ga. 1931).

9. Although the City is entitled by law to correct the current unequal application and protection of the laws by abruptly terminating nonconforming STR use in residential zoning districts,£ City Council has, instead, proposed an ordinance that gradually (i.e., over decades of transition) brings all residential properties into parity and conformance - allowing those who presently operate STR' sunder lawfully issued STR permits³ to continue to operate them as long as they continue to: (a) own the subject properties; and (b) adhere to Tybee's ordinances governing their operation as STR's; and
10. Among the strongest factors favoring passage of the proposed ordinance is that it begins, albeit incrementally, to counter the effect of the disregard shown to-date by the City's administration toward: (a) ordinances already passed by City Council; the rights of owners of conforming residential properties, who suffer from the

- a. *Refusal to insist (before issuing or renewing STR permits) that STR owners meet their initial burden under law of showing that their STR's are valid in the first place;*
- b. *Refusal to enforce capacity limits set out in the LDC for structures in one and two-family residential zoning districts;*
- c. *Refusal to apply enforcement remedies set out in the LDC against those who advertise for more STR guests than their property's STR permit allows (LDC§ 4-051.9(b));*
- d. *Refusal to enforce Tybee's island-wide parking regulations when it comes to right-of-way parking for STR properties west of Butler; and*
- e. *Willingness to impose on neighbors of offending STR's the burden of calling police to control violations of noise and STR-related ordinances-rather than the City's more-appropriate scheduling of patrols by Code Enforcement officers to control those violations (particularly violations that occur in hours in which noise is most jarring).*

Of course, all of these problems, when combined, unfairly diminish the quality of life for law-abiding citizens who happen to own conforming residential properties adjacent to or near nonconforming (often noisy and over-packed) STR properties-particularly those properties that are not entitled to STR permits in the first place.

Consequently, because the proposed ordinance prevents no person who presently and lawfully operates an STR in a residential zoning district from continuing otherwise-valid and ongoing STR rentals - and because the proposed ordinance is narrowly crafted to avoid continuing the City's unlawful, unequal enforcement and protection of our laws as presently applied-I support its passage.

Therefore, it is my opinion that, pursuant to its authority under LDC§ 11-110-and if the typo in§ 2 of the proposed ordinance is corrected from "40501.11" to read" 4-051.11" -the Planning Commission should favorably commend the proposed ordinance to City Council for passage.

*David A. Roberts, Member
Tybee Island Planning Commission*

See BBC Land & Development, Inc. v. Butts County, 281 Ga. 472,473 (2007) ("a governing authority can require a nonconforming use to be terminated in a reasonable time.").

See BBC Land, 281 Ga. at 473 ("a use which is merely contemplated for the future but is unrealized as of the effective date of the regulation [in this case October 13, 2022] does not constitute a nonconforming use."). Those properties should be forced to cease STR activities immediately."

David Roberts made a motion to approve with the correction of the typo. **Robert Matkowski** seconded. **Marie Rodriguez** abstained from voting, which counts as an affirmative vote. **Anna Butler, David Roberts,** and **Robert Matkowski** voted for the approval. **Beau Livingston** voted against the approval. The vote was 4 to 1. The motion was approved.

Vice Chair Michelle Nooney stated that the Planning Commission needs to consider time limits for public speaking and publishing those limits. She would like this on the next agenda to discuss.

Adjournment: 8:30pm
Lisa L. Schaaf