

CITY OF BRUNSWICK

601 Gloucester Street * Post Office Box 550 * Brunswick * Georgia * 31520-0550 * (912) 267-5500 * Fax (912) 267-5549

Cornell L. Harvey, Mayor
Felicia M. Harris, Mayor Pro Tem
John A. Cason III, Commissioner
Julie T. Martin, Commissioner
Vincent T. Williams, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

BRUNSWICK CITY COMMISSION MEETING
WEDNESDAY, SEPTEMBER 15, 2021 AT 6:00 P.M.
VIRTUAL TELECONFERENCE VIA ZOOM
STREAMED LIVE AT THE BELOW WEB ADDRESSES:

<https://www.facebook.com/citybwkga>

or

<https://cityofbrunswick-ga-gov.zoom.us/j/91587047070>

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

INTRODUCTION

1. Introduction of the New Director of Neighborhood and Community Services. *(R. McDuffie)*

ITEM(S) TO BE CONSIDERED FOR APPROVAL

2. Consider Approval of September 1, 2021 Regular Scheduled Meeting Minutes. *(subject to any necessary changes.) (N. Atkinson) (Encl. 1)*
3. Consider Approval of Coastal Incentive Grant Agreement with Georgia Department of Natural Resources for East Brunswick Tide Control. *(G. Alberson) (Encl. 2)*
4. Consider Approval of Agreement with Georgia Water and Environmental Services in the amount of \$98,580 for Design and Permitting of Tide Control Structures as Designated in the Coastal Incentive Grant – Tide Control Project. *(G. Alberson) (Encl. 3)*
5. Consider Approval of Resolution Number 2021-13 ~ Recognizing Georgia Cities Week, October 3-9, 2021, and Encouraging all Residents to Support the Celebration and Corresponding Activities. *(R. McDuffie) (Encl. 4)*
6. Consider Approval of COVID Vaccination Incentive. *(R. McDuffie) (Encl. 5)*
7. Consider Approval of FY 2021/2022 Budget – Expenditures for Improvements at Old City Hall/City Hall. *(R. McDuffie) (Encl. 6)*

CITY ATTORNEY'S ITEM(S)

8. Discussion - Revisions to the City of Brunswick Mary Ross Dock Ordinance and Regulations. **(Encl. 7)**

EXECUTIVE SESSION

**OFFICIAL MINUTES
COMMISSION OF THE CITY OF BRUNSWICK, GEORGIA
REGULAR SCHEDULED MEETING
WEDNESDAY, SEPTEMBER 1, 2021
VIRTUAL TELECONFERENCE VIA ZOOM
STREAMED LIVE AT THE BELOW WEB ADDRESSES:**

<https://www.facebook.com/citybwkga>

or

<https://cityofbrunswick-ga-gov.zoom.us/j/94569181084>

PRESENT: Honorable Mayor Cornell Harvey, Mayor Pro Tem Felicia Harris, Commissioner John Cason III, Commissioner Julie Martin, and Commissioner Vincent Williams

CALL TO ORDER: Mayor Harvey (*meeting began at 6:00 p.m.*)

INVOCATION: Commissioner Williams

PLEDGE OF ALLEGIANCE: Recited by Commissioner Martin

ADDENDUM TO AGENDA

**

Commissioner Martin made a motion to defer item number five (5) "Consider Approval of an Amendment to the City of Brunswick Human Resources Policies Establishing a Vaccination Policy for City Employees."; seconded by Commissioner Cason. Motion passed unanimously by a vote of 5 to 0.

**

APPEAL

1. Appeal of the Historic Preservation Board Decision to Deny Certificate of Appropriateness for New Construction at 1305 Gloucester. (*J. Hunter*)

Commissioner Martin made a motion to have certificate of appropriateness go before the Historic Preservation Board again to review revised plans; seconded by Commissioner Cason.

Mayor Harvey called for a vote from City Clerk Atkinson:

Commissioner Cason	Yes
Commissioner Williams	No
Commissioner Martin	Yes
Mayor Pro Tem Harris	Yes
Mayor Harvey	No

Motion passed by a vote of 3 to 2.

ITEM(S) TO BE CONSIDERED FOR APPROVAL

2. Consider Approval of August 11, 2021 Public Hearings and August 18, 2021 Regular Scheduled Meeting Minutes. (*subject to any necessary changes.*) (*N. Atkinson*)
Commissioner Martin made a motion to approve the above-referenced minutes; seconded by Commissioner Williams. Motion passed unanimously by a vote of 5 to 0.
3. Consider Approval of Financial Reports as of July 31, 2021. (*K. Mills*)

Commissioner Martin made a motion to approve the above-referenced reports as submitted; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

- 4. Consider Approval of Amendment 15 of Defined Benefit Pension Plan. (K. Mills) Clayton Cartwright with The Cartwright Law Firm, LLC gave a brief overview of the above-referenced amendment.

Commissioner Cason made a motion to approve the above-referenced amendment to the Defined Benefit Pension Plan; seconded by Commissioner Martin.

Mayor Harvey called for a vote from City Clerk Atkinson:

Commissioner Cason	Yes
Commissioner Williams	Yes
Commissioner Martin	Yes
Mayor Pro Tem Harris	Yes
Mayor Harvey	Yes

Motion passed unanimously by a vote of 5 to 0.

CITY ATTORNEY’S ITEM(S)

- 5. Consider Approval of an Amendment to the City of Brunswick Human Resources Policies Establishing a Vaccination Policy for City Employees.

The above-referenced item was deferred until the September 15, 2021 commission meeting.

EXECUTIVE SESSION

Commissioner Martin made a motion to adjourn to executive session to discuss litigation; seconded by Commissioner Williams. Motion passed unanimously by a vote of 5 to 0.

RECONVENE FROM EXECUTIVE SESSION

Mayor Harvey announced no action was taken.

Commissioner Martin made a motion to adjourn; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 4 to 0; Commissioner Williams was not present via zoom to vote.

MEETING ADJOURNED – *meeting adjourned at 8:15 p.m.*

/s/Cornell L. Harvey
Cornell L. Harvey, Mayor

Attest: /s/ Naomi D. Atkinson
Naomi D. Atkinson, City Clerk



SUBJECT: COASTAL INCENTIVE GRANT – TIDE CONTROL

COMMISSION ACTION REQUESTED ON: September 15, 2021

PURPOSE:

Acceptance of a Coastal Incentive Grant from the Georgia Department of Natural Resources for design and permitting of tide control devices along the east side of the City of Brunswick

HISTORY:

The City of Brunswick has 31 outfalls which discharge storm water runoff from the collection system into the local rivers and marshes. Eighteen of these outfalls are located on the east side of the city along the US Highway 17 corridor.

FACTS AND ISSUES:

The elevation of the City’s storm drainage outfalls relative to the rivers and marshes allows the salt water to enter the storm drain system during periods of high tide. This intrusion of the river and marsh water reduces the capacity of the storm drainage system and prevents the storm water runoff from exiting the system as quickly as it should. At periods of extremely high tides, this back flow of river water can cause flooding in roadways and properties near the outfalls. The river and marsh water also brings sediment and other debris into the drainage system which can reduce the efficiency of the drainage system even at low tides.

The intrusion of the river water into the storm drainage system can be prevented through the use of tide control valves. These valves can help to prevent high tide flooding and can help to improve storm water runoff conditions. Only four of the City’s storm water outfalls currently have any type of tide control device in place.

The City’s Storm Water Master Plan identifies two potential projects to investigate and install tide control devices on the City’s outfalls – Hwy 17 Tide Control and Ports Authority Tide Control. The Hwy 17 Tide Control project is listed as priority project #5 in the master plan priority listing, and Ports Authority Tide Control is listed as priority project #11. The prioritization listing from the master plan is attached. The master plan estimates the cost of the Hwy 17 Tide Control project at \$1,605,000.

The master plan also identifies storm drainage improvements within the Riverside neighborhood as a priority project. The proposed improvements in the Riverside project include tide control devices on the outfall pipes from the neighborhood drainage system. The Riverside neighborhood project is listed as project #3 on the master plan priority listing.

The Engineering and Public Works Department staff applied for a Coastal Incentive Grant (CIG) through the Georgia Department of Natural Resources to design and permit tide control structures at five outfalls along Hwy 17 as well as nine outfalls within the Riverside neighborhood. The locations selected for the CIG project are intended to mesh with the Storm Water Master Plan projects. The top four projects listed on the master plan priority listing are also currently in the design phase, and the tide control on the selected outfalls will directly affect three of those projects.

The scope of the CIG project will include survey, design and permitting tasks for outfalls at four locations: Wildwood Drive Outfall, Riverside Neighborhood Outfalls, Towers Plaza Outfalls, and Lanier Plaza Outfalls. The project will also coordinate and seek input from the local community and other coastal communities regarding their use and experience with different types of tide control devices. The findings, project results, and other educational material will be presented at a City Commission meeting and at a DNR Brown Bag presentation. Deliverables of the grant will include construction plans, Coastal Marshland Protection Act (CMPA) permits, and GDOT permits (if needed) for each location. A different funding source will need to be identified for installation of the specified tide control devices.

BUDGET INFORMATION:

The total cost of this grant project is \$119,783. The grant will provide \$57,000 and the remainder will be provided by the City as a local match. The City's local match portion of this Coastal Incentive Grant (\$62,783) will be provided through both in-kind match (personnel salaries) and a cash match from the City in the amount of \$41,580. The cash match portion of the grant match has been budgeted in the FY 22 Storm Water Utility budget.

OPTIONS:

1. Authorize the Mayor to sign a Coastal Incentive Grant agreement with Georgia Department of Natural Resources for East Brunswick Tide Control in the amount of \$119,783.
 2. Do not authorize the Mayor to sign a Coastal Incentive Grant agreement with Georgia Department of Natural Resources for East Brunswick Tide Control in the amount of \$119,783.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign a Coastal Incentive Grant agreement with Georgia Department of Natural Resources for East Brunswick Tide Control in the amount of \$119,783.

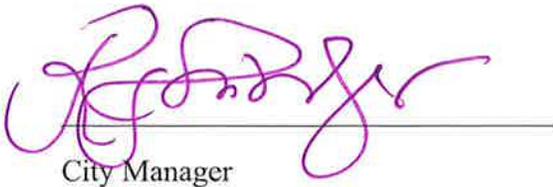
DEPARTMENT: Engineering

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign a Coastal Incentive Grant agreement with Georgia Department of Natural Resources for East Brunswick Tide Control in the amount of \$119,783.


City Manager

Date 9/3/21

I EXECUTIVE SUMMARY

The Initial Stormwater Master Plan presents an evaluation of existing stormwater issues, deficiencies, and recommendations for improving stormwater drainage in Brunswick, GA (City). The City is divided into 26 drainage basins containing 31 different outfalls. Refer to Appendix A for the City Watershed Drainage Map.

An evaluation of existing stormwater inventory, previous stormwater work, and system deficiencies was performed in due diligence to determine the appropriate course of action to properly assess and summarize known stormwater issues throughout the City. Based upon this evaluation, 15 recommended Capital Improvement Projects (CIPs) are identified based upon existing stormwater drainage system deficiencies. Each CIP is discussed and given a priority score for such improvements based on five stormwater related parameters and engineering judgment. These improvements are ranked in order of importance based on quantitative analysis and engineering judgment. Refer to Sections VIII for recommendations for improvements with preliminary opinions of probable cost, respectively. Refer to Appendix B for a Conceptual CIP Location Map. A summary of CIPs according to ranked prioritization is provided in Table 1.

Table 1: CIP - Recommended Improvements Prioritization					
CIP	Engineering Judgment Prioritization Parameters				Final Recommended Improvement Ranking
	Project Description	Priority Point Ranking	Preliminary Budgetary Cost	Opinion of CIP Improvement Impact	
A	Albany Street (near F and G St)	13	\$790,000	High	1
E	Intersection of Macon & Talmadge Ave	15	\$600,000	High	2
N	Riverside Neighborhood	14	\$690,000	High	3
C	Wildwood Ditch (near Boxwood St & Myrtle Ave)	12	\$1,400,000	High	4
H	Highway 17 Tide Control	12	\$1,605,000	High	5
K	Lanier Boulevard at Glynn Middle School	11	\$2,245,000	High	6
D	Altama Avenue and Second Street*	8	\$180,000	Low	7
F	Talmadge Avenue Ditches*	8	\$325,000	Low	8
B	Parkwood Drive (West End)	10	\$400,000	Moderate	9
I	P Street Basin	13	\$6,170,000	Moderate	10
G	Ports Authority - Tide Control	12	\$1,515,000	Moderate	11
L	Habersham Park	10	\$670,000	Moderate	12
O	GIS Inventory Collection	1	\$750,000	Moderate	13
M	Urbana Neighborhood at Atlanta Avenue	13	\$535,000	Low	14
J	Magnolia Park Outfall to Fairgrounds	2	\$925,000	Low	15

Recommended CIP preliminary opinion of probable cost overall total is approximately \$18,400,000.

**GEORGIA DEPARTMENT OF NATURAL RESOURCES
COASTAL INCENTIVE GRANT AWARD AGREEMENT
CYCLE**

This Award Agreement is entered into as of this _____ day of _____, 2021, between the Georgia Department of Natural Resources, Coastal Resources Division (“DNR”), and _____ (“Subgrantee”). In consideration of the mutual promises and terms and conditions set forth in this Award Agreement, the parties covenant and agree as follows:

A. DEFINITIONS

“Subgrantee’s Application” means the Coastal Incentive Grant (CIG) application attached as Exhibit A to this Award Agreement.

“Grant Program” means the Coastal Incentive Grant Program as set forth in Chapter 391-2-5-.01 of the Rules and Regulations of the State of Georgia.

"Intellectual Property" means patentable inventions, including patentable business methods and processes, copyrightable materials, trademarks, software, and trade secrets.

“Life of the Project” is twenty (20) years after completion of the Project Services and includes expected repairs to a facility.

“Match Funds” means the minimum amount the Subgrantee is committed to provide as non-federal match funds in the Subgrantee’s Application.

“OMB” means the federal Office of Management and Budget.

“Project Services” means the deliverables required under this Award Agreement, including the Scope of Work and the special conditions set forth in the attached Exhibit A.

“Records” means Subgrantee’s books, records, documents, and other evidence pertaining to the costs and expenses of Subgrantee’s performance of the Project Services.

“Reimbursable Amount” means the maximum amount established in Section F that DNR will pay to Subgrantee under this Award Agreement on a reimbursable basis for allowable expenses incurred performing the Project Services.

“Reimbursable Cost(s)” means the portion of Subgrantee’s Request for Reimbursement that is approved by DNR for reimbursement of allowable expenses Subgrantee incurs in the performance of the Project Services.

“Request for Reimbursement” means Subgrantee’s invoice for reimbursement of allowable expenses incurred performing the Projects Services submitted to DNR on a form approved by DNR.

“Scope of Work” means the Scope of Work included in Subgrantee’s Application.

B. PURPOSE

The purpose of the Coastal Incentive Grant Program is to provide financial assistance in the form of grants to eligible county and municipal governments, state agencies other than DNR, and educational and research institutions for projects that further the mission of the Coastal Management Program. After review and evaluation of Subgrantee's application, DNR determined that Subgrantee is an eligible entity and that Subgrantee's proposal meets the qualifications and requirements for financial assistance in accordance with the CIG Program.

C. AWARD

DNR awards a financial assistance subgrant to Subgrantee consistent with the terms of this Award Agreement. Subgrantee accepts the award of a financial assistance subgrant and will comply with the terms and conditions of this Award Agreement. Subgrantee will complete all Project Services in a manner reasonably satisfactory to DNR.

The following provision applies if this Award Agreement is for a 306A low-cost construction project and survive beyond the term of this project provided for in Section D: Funds shall only be used for projects on publicly owned or leased land, or land for which a public easement has been obtained. If the property is subject to a reversionary clause and reverts, then the Subgrantee shall reimburse DNR for the full amount of funds received for the project. If the land ceases to be available, or the project ceases to be used, for the intended use at any time during the Life of the Project, the Subgrantee shall reimburse DNR the full amount of the funds received for the project.

D. TERM

The initial term of this Award Agreement begins on _____ and continues until _____ or until the Project Services required under this Award Agreement are completed, whichever is earlier. DNR reserves the right, in its sole discretion, to extend the term of this Award Agreement, if the extension is determined to be in the best interest of DNR. Any extension is contingent upon the availability of funds lawfully appropriated and applicable to the deliverables described in the Scope of Work.

E. TIME OF PERFORMANCE

Time is of the essence in the performance of this Award Agreement. Subgrantee will submit semi-annual interim narrative Status Reports and a narrative Final Report to DNR in accordance with the following schedule and in a format provided by the DNR:

- Interim Status Report(s) by _____ and every six months thereafter until project completion.
- Final Report no more than seven (7) days after completion of the Project Services or any earlier expiration or termination date.

F. REIMBURSABLE AMOUNT

DNR will reimburse Subgrantee a maximum of _____ for allowable expenses Subgrantee incurs in the performance of the Project Services.

G. MATCH FUNDS

Subgrantee will contribute a minimum of _____ in Match Funds toward its performance of the Project Services. Subgrantee will include summary information concerning its contribution of the Match Funds in the Final Report submitted to DNR under this Award Agreement. If the Reimbursable Costs actually payable to the Subgrantee are less than the maximum Reimbursable Amount, Subgrantee is only obligated to contribute Match Funds in the same ratio as the actual Reimbursable Costs is to the maximum Reimbursable Amount.

H. DISBURSEMENT OF AWARD

- (1) DNR, in its reasonable discretion, will determine when Subgrantee's performance of the Project Services is satisfactory and complete. However, the final disbursement shall not occur until the Final Report and all deliverables and work products are approved by DNR.
- (2) If Subgrantee is a local government, the disbursement of funds under this Award Agreement is contingent upon Subgrantee's status as a Qualified Local Government under the Georgia Planning Act (O.C.G.A § 50-8-1 *et seq.*) and compliance with the audit requirements of O.C.G.A § 36-81-7.
- (3) DNR reserves the right to withhold disbursement of funds and require the return of all funds previously disbursed if Subgrantee fails to fulfill its obligations under this Award Agreement or fails to comply with the requirements of the Georgia Planning Act or the audit requirements, if applicable.
- (4) Subgrantee will submit a Request for Reimbursement upon completion of the Project Services. If requested, Subgrantee must include documentation satisfactory to DNR to support all expenditures associated with a Request for Reimbursement. Each Request for Reimbursement must be accompanied by a written statement from Subgrantee certifying that the requested funds have been utilized by Subgrantee solely in the performance of the Project Services and that copies of records, documents and other evidence (including without limitation purchase orders, agreements, canceled checks, invoices, bills of lading and the like) sufficiently supporting the requested funds are maintained at Subgrantee's place of business and are available for review by DNR, the State Auditor or either's representative during normal business hours. DNR, in its sole discretion, may permit Subgrantee to submit interim Requests for Reimbursement. In no event will DNR consider an interim Request for Reimbursement until the tasks for which reimbursement is sought are completed. A Request for Reimbursement must be submitted to the following person:

Beth Tasciotti-Grants Coordinator
beth.tasciotti@dnr.ga.gov

(5) Upon acceptance of the Project Services and receipt of all required documentation, DNR will conduct its review of the Request for Reimbursement. Upon completion of its review, DNR will provide written notification to Subgrantee as to which portion(s) of the Request for Reimbursement are Reimbursable Costs. Except as otherwise provided in this Award Agreement, DNR will promptly pay the Reimbursable Costs subsequent to DNR's written notification to Subgrantee of its approval. In no event is Subgrantee entitled to receive more than the Reimbursable Amount.

(6) DNR will send payment of the Reimbursable Costs to the attention of the following person(s):

NAME:
ADDRESS:

EMAIL:
PHONE:

Subgrantee may designate a different person(s) to receive payment by written notice to DNR.

I. INTERIM STATUS REPORTS

Subgrantee will provide DNR with one (1) *electronic* copy of all interim narrative Status Reports outlining the status of Subgrantee's implementation of the Project Services. Subgrantee will submit the reports to DNR in accordance with the schedule set forth in Section E and in a format provided by DNR. **The Subgrantee shall include a funding acknowledgement in accordance with Section Y of this Award Agreement on the title or cover page of each interim Status Report.**

J. FINAL REPORT

(1) Subgrantee will submit one (1) electronic copy of the approved narrative Final Report to DNR within seven (7) days of the completion of the Project Services. In addition to the Final Report, Subgrantee will submit one (1) electronic set of all deliverables, work product and other materials required by the Scope of Work within seven (7) days of the completion of the Project Services. **The Subgrantee shall include a funding acknowledgement in accordance with Section Y of this Award Agreement on the title or cover page of the Final Report and on all materials required by the Scope of Work.**

(2) Subgrantee will submit one (1) electronic copy of the approved GIS Metadata, if applicable, to DNR within seven (7) days of the completion of the Project Services and accompanying the Final Report. GIS Metadata must be provided in accordance with the template format supplied to Subgrantee by DNR.

(3) In the event that this Award Agreement is terminated prior to completion of the Project Services, Subgrantee will submit one (1) electronic copy, within seven (7) days of the termination date, of a narrative Final Report of the work completed prior to the termination date, as well as an electronic copy of all materials and metadata in development or completed by the termination date.

K. USE OF FUNDS / BUDGET CHANGES

(1) DNR will only approve the portion of Subgrantee's Request for Reimbursement that is reimbursement for monies that are not part of the Match Fund and that are expended by Subgrantee in performing the Project Services and for no other purpose. In the event DNR determines that all or part of the Reimbursable Costs were utilized for any purpose other than the Project Services, DNR may treat such unauthorized use of the Reimbursable Costs as a material default by Subgrantee and, in addition to any other remedies available to it under this Award Agreement, at law or in equity, may require the return of all funds previously disbursed to Subgrantee.

(2) No changes between categories in the budget set forth in the Subgrantee's CIG Application greater than 10% of the total budget are authorized without DNR's prior written approval. Subgrantee will give DNR written notice of any changes between categories in the budget that are less than 10% of the total budget at the time the change is made.

L. INTELLECTUAL PROPERTY

Any Intellectual Property arising out of the performance of this Award Agreement shall be governed by 15 CFR Part 24 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Section 24.34.

Subgrantee represents that it owns all right, title and interest in and to any Intellectual Property that Subgrantee uses in connection with this Award Agreement or otherwise has the right to use such Intellectual Property and license it to DNR without infringing or violating any law or right of any third party.

Subgrantee grants DNR a worldwide, non-exclusive, and royalty-free license in perpetuity to use, reproduce, exhibit, transmit and distribute any such Intellectual Property written, created, printed, invented or reduced to practice in connection with this Award Agreement and to create derivative works to such Intellectual Property.

M. RECORDS

(1) Accounting System/Records Retention Requirements

- a. Subgrantee will maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Award Agreement to the extent and in such detail as will properly reflect all costs for which Reimbursable Costs are paid and Match Funds are credited. Subgrantee's accounting procedures and practices will conform to the requirements of the Government Accounting Standards Board. Valuation of in-kind contributions and documentation of cost and cost-share will be consistent with accepted accounting principles and the applicable state and federal regulations, including without limitation OMB Circular A-87.
- b. Subgrantee will preserve and make available its Records to any authorized representative of DNR or the Georgia State Auditor for a period of five (5) years after the expiration of this Award Agreement. If this Award Agreement is completely or partially terminated, the Records relating to the terminated work must be preserved and made available for a

period of five (5) years from the date of any resulting final settlement. Subgrantee will retain any Records that relate to appeals, litigation or the settlements of claims arising out of the performance of this Award Agreement, or any costs and expenses to which exception has been taken by the State Auditor or any of his duly authorized representatives, until such appeals, litigation, claims or exceptions are finally concluded.

- c. Subgrantee may, with DNR's prior written consent and in fulfillment of its obligation to retain the Records, substitute photographs, microphotographs or other authentic reproductions of the Records, after the expiration of two (2) years following the date of payment of the respective Reimbursable Cost to which such Records relate. DNR, in its sole discretion and with the concurrence of the State Auditor, may authorize Subgrantee to retain original Records for a shorter period of time.

(2) Audit Requirements

The Georgia Department of Audits and Accounts (the "State Auditor"), or its duly authorized representatives, shall have the right, at any time and with reasonable notice, to enter into the Subgrantee's premises, or other such places where Services under this Agreement are being performed, to inspect, monitor, assess, audit, or otherwise evaluate the work performed or being performed under this Agreement. The State Auditor may also enter at any time and with reasonable notice when the State Auditor deems it necessary in order to conduct any activity within his or her authority or responsibility, including without limitation special examinations and audits of the Department, Subgrantee, subcontractor, and persons and entities other than them. These efforts include special examinations and audits which are, without limitation, financial audits (including financial related audits and financial statement audits), compliance audits, performance/operational audits, information systems and security audits, and vulnerability assessments or reviews with respect to Subgrantee's performance hereunder. Subgrantee shall grant the State Auditor and any representatives thereof full and complete access to Subgrantee's books and records as they relate to this agreement or the services, or as they may be required in order for the State Auditor to ascertain any facts relative to Subgrantee's performance hereunder. Subgrantee shall provide the State Auditor or any representatives thereof such information and assistance as requested in order to perform such audits; provided, however, that the parties shall endeavor to arrange such assistance in such a way that it does not interfere with the performance of Subgrantee's duties and obligations hereunder. Subgrantee shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same audit requirements by which Subgrantee is bound under this Agreement.

If Subgrantee is a non-profit organization as defined in O.C.G.A. § 50-20-2(5), Subgrantee will comply with the provisions of O.C.G.A. § 50-20-1 *et seq.*, including without limitation O.C.G.A. § 50-20-3.

(3) Additional Fiscal Requirements

- a. If a governmental organization, Subgrantee will comply with OMB Uniform Guidance: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and 48 CFR 31.2 (as applicable).

- b. If an educational institution, Subgrantee will comply with OMB Uniform Guidance: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*; and 48 CFR 31.2 (as applicable).
- c. Subgrantee will comply with any other provisions of law that apply to receiving state and federal funds.

(4) Open Records Act

Because DNR is a public agency of the State of Georgia, information received by DNR or Subgrantee in the performance of this Award Agreement is subject to disclosure under Georgia's open records laws, O.C.G.A. § 50-18-70 *et seq.* ("Open Records Act"), unless exempt therefrom. Subgrantee shall timely respond to any Open Records Act request and will provide DNR with written notice of the receipt of the Open Records Act request and its response.

N. RIGHT TO INSPECT WORK

DNR, the State Auditor of Georgia or their authorized representatives, have the right to enter onto the premises of Subgrantee and all subcontractors or such other places where the Project Services are being performed during normal business hours for the purpose of inspecting, monitoring or otherwise evaluating such work.

O. RELATIONSHIP OF THE PARTIES

DNR and Subgrantee are independent contractors and not agents or employees of the other party. No party has authority to make any statements, representations or commitments of any kind, or to take any action, that will be binding on the other party.

P. TRADING WITH STATE EMPLOYEES

DNR and Subgrantee certify that this Award Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20 *et seq.* in any respect.

Q. TERMINATION

(1) DNR may terminate this Award Agreement for the convenience of DNR by providing thirty (30) days written notice of the termination date to Subgrantee.

(2) If, through any cause, Subgrantee fails to fulfill in a timely and proper manner its entire obligations under this Award Agreement or if Subgrantee violates any of the covenants, agreements or stipulations of this Award Agreement, DNR may give Subgrantee written notice of its default, specifying the nature thereof. Subgrantee will have fifteen (15) calendar days from the date of receipt of such notice to cure its default. If the Subgrantee fails to cure the default within the fifteen (15) day notice period, DNR may terminate this Award Agreement by a subsequent written notice of termination to Subgrantee specifying the termination date and DNR may pursue any other rights and remedies available to it under this Award Agreement, at law or in equity. In the event DNR terminates this Award Agreement for cause under this subsection, DNR will not disburse any funds to Subgrantee under this Award Agreement and may require the return of all funds previously disbursed to Subgrantee.

(3) In the event of an early termination for convenience under subsection Q1, DNR's obligations under this Award Agreement are fully discharged at the time that it reimburses Subgrantee for all expenses reasonably incurred prior to the termination date in satisfactory performance of this Award Agreement, including all non-cancelable obligations; provided, however, that where Subgrantee is contractually bound by this Award Agreement to provide matching funds, DNR will reimburse Subgrantee only in the ratio established by dividing the Reimbursable Amount by the Match Funds. In no event, however, will the total payments made by DNR under this Award Agreement exceed the Reimbursable Amount.

(4) If Subgrantee is a Regional Development Commission or a nonprofit corporation either created or controlled or caused to be created by the Commission and DNR finds that Subgrantee is failing or has failed to fully cooperate with the Georgia Department of Community Affairs in its conduct of a performance audit, this Award Agreement will be cancelled pursuant to O.C.G.A. § 50-8-35(i).

R. CHOICE OF LAW AND VENUE

This Award Agreement is made in the State of Georgia and will be construed in accordance with Georgia law, without application of conflicts of law principles. The exclusive jurisdiction for contract actions against DNR is the Superior Court of Fulton County, Georgia.

S. FORCE MAJEURE

DNR and Subgrantee are not responsible for any failure or delay in the performance of any obligations under this Award Agreement caused by acts of God, flood, fire, war, natural disaster or public enemy.

T. NOTICES

Any notice given under this Award Agreement will be in writing and is effective (i) at the time of the delivery if personally delivered, or (ii) the next business day following deposit with a nationally recognized mail or courier service, if addressed to the recipient as follows:

TO SUBGRANTEE:

Name:
Title:
Address:

Email:
Telephone:
Fax:

TO DNR:

Name: Beth Tasciotti
Title: Grants Coordinator
Address: GA DNR-Coastal Resources Div.
One Conservation Way, Suite 300
Brunswick, Georgia 31520-8687
Email: beth.tasciotti@dnr.ga.gov
Telephone: 912-262-3048
Fax: 912-262-3131

Either party may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party are to be given.

U. COMPLIANCE WITH ALL LAWS

Subgrantee will comply with all applicable federal, state and local laws, rules, regulations, ordinances or executive orders, including, without limitation, the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201 *et seq.*) and all other labor, employment and anti-discrimination laws.

V. AUTHORITY

Subgrantee represents that it has full power and authority to enter into and perform this Award Agreement, and that the person signing on behalf of Subgrantee has been properly authorized and empowered to enter into this Award Agreement. Subgrantee further acknowledges that it has read this Award Agreement, understands it and agrees to be bound by it.

W. DRUG FREE WORKPLACE

(1) Subgrantee certifies that:

A. A drug-free workplace will be provided for Subgrantee's employees and/or subcontractors during the performance of this Award Agreement; and

B. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Subgrantee's Name), (Subcontractor's Name) certifies to (Subgrantee's Name) that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Award Agreement pursuant to paragraph 7 of subsection B of Code Section 50-24-3."

(2) Subgrantee understands and acknowledges that it may be suspended, terminated, or debarred if it is determined that:

A. Subgrantee has made false certification; or

B. Subgrantee has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

X. ASSIGNMENT

Subgrantee may assign this Award Agreement or any right or obligation to a third party only with the prior written consent of DNR or as designated in SUBGRANTEE's Scope of Work in Exhibit A.

Y. ACKNOWLEDGEMENT

Subgrantee shall include a CRD and NOAA logo ,along with the following acknowledgement, on all work products, including without limitation any interim status reports, the final report and all information, data, materials and deliverables, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages produced as a result of this Award Agreement:

“Financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration and passed through the Coastal Management Program of the Department of Natural Resources.”

Any structure completed in whole or in part with funds under this Award Agreement must include a permanent sign, acknowledging the source of funding.

Z. CONTRACT INTERPRETATION

(1) All provisions of this Award Agreement are severable, and the unenforceability, illegality or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions.

(2) If a court of competent jurisdiction finds any provision of this Award Agreement to be ambiguous, an interpretation consistent with the purpose of this Award Agreement that would render the provision valid is favored over any interpretation that would render it invalid.

(3) In the event of a conflict, inconsistency or incongruity between this Award Agreement and Subgrantee’s CIG Application, this Award Agreement controls.

(4) DNR and Subgrantee fully negotiated this Award Agreement and, consequently, the Award Agreement will be interpreted fairly and consistently in accordance with its terms.

(5) Any covenant, representation, or provision of this Award Agreement that by its nature survives the expiration or termination of this Award Agreement continues in full force and effect.

(6) No amendment to this Award Agreement is effective unless it is in writing and signed by duly authorized representatives of DNR and Subgrantee.

(7) No waiver of any of the provisions of this Award Agreement is binding unless executed in writing by the party making the waiver. No waiver of one provision constitutes a waiver of any other provision nor does it constitute a continuing waiver.

(8) The section headings are for reference purposes only and are not a part of this Award Agreement.

(9) All exhibits referenced in this Award Agreement are incorporated by reference and form an integral part of this Award Agreement.

(10) This Award Agreement constitutes the entire understanding between DNR and Subgrantee with respect to the subject matter and all prior agreements, representations, statements, negotiations and undertakings are superseded by this Award Agreement.

In witness whereof, the parties have executed this Award Agreement effective the date first written above. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

GEORGIA DEPARTMENT OF NATURAL
RESOURCES, COASTAL RESOURCES
DIVISION ("DNR")

("Subgrantee")

Name & Title: Doug Haymans, Director

Name:
Title:



SUBJECT: COASTAL INCENTIVE GRANT – TIDE CONTROL- AGREEMENT FOR DESIGN & PERMITTING – GEORGIA WATER & ENVIRONMENTAL SERVICES

COMMISSION ACTION REQUESTED ON: September 15, 2021

PURPOSE:

Approval of an agreement with Georgia Water & Environmental Services (GWES) for the design and permitting of tide control structures on storm water outfalls as designated in the Georgia Department of Natural Resources Coastal Incentive Grant for Tide Control on East Brunswick Outfalls

HISTORY:

The City of Brunswick has 31 outfalls which discharge storm water runoff from the collection system into the local rivers and marshes. Eighteen of these outfalls are located on the east side of the city along the US Highway 17 corridor. The elevation of the many of these storm drainage outfalls relative to the rivers and marshes allows the salt water to enter the storm drain system during periods of high tide. This intrusion of the river and marsh water reduces the capacity of the storm drainage system and prevents the storm water runoff from exiting the system as quickly as it should. At periods of extremely high tides, this back flow of river water can cause flooding in roadways and properties near the outfalls. The river and marsh water also brings sediment and other debris into the drainage system which can reduce the efficiency of the drainage system even at low tides.

FACTS AND ISSUES:

The staff of the Engineering and Public Works Department applied for and received a Coastal Incentive Grant from the Georgia Department of Natural Resources for the design and permitting of tide control structures on several outfalls located on the east side of Brunswick. These outfalls are the Wildwood Drive Outfall, Riverside Neighborhood Outfalls, Towers Plaza Outfalls, and Lanier Plaza Outfalls.

The outfalls included in this project are also part of a project identified in the Storm Water Master Plan. The project, listed as Tide Control – Hwy 17, is designated as priority project #5 in the master plan. Additionally, some of the CIG project outfalls are located in the Riverside

neighborhood. The Riverside neighborhood improvement project is listed as priority project #3 in the master plan.

The scope of work identified in the GWES agreement includes three main tasks. Task One will be coordination with DNR staff and other coastal communities regarding their use of tide control devices. The results of this communication will be shared through presentations at public forums – a City Commission meeting and a DNR lunch & learn presentation. Task Two will include survey, conceptual drawings and design of the tide control structures at the four project locations. This task will also include preparation of construction plans, specifications, and opinions of probable cost. Task Three will include delineation of jurisdictional boundaries, Coastal Marshland Protection Act (CMPA) permitting, buffer variance applications, and GDOT permitting (if necessary). These tasks are scheduled to be completed by September 30, 2022, according to the framework of the CIG program. Purchase and installation of the designated tide control devices is not included as part of this project.

BUDGET INFORMATION:

The total cost of this agreement is \$98,580. The Coastal Incentive Grant will provide \$57,000 toward the agreement. The remainder will be provided by the City as a local match. The City will provide \$41,580 toward the agreement through a cash match. These funds have been budgeted in the FY 22 Storm Water Utility budget.

OPTIONS:

1. Authorize the Mayor to sign an agreement with Georgia Water and Environmental Services in the amount of \$98,580 for design and permitting of tide control structures as designated in the Coastal Incentive Grant – Tide Control project.
 2. Do not authorize the Mayor to sign an agreement with Georgia Water and Environmental Services in the amount of \$98,580 for design and permitting of tide control structures as designated in the Coastal Incentive Grant – Tide Control project.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with Georgia Water and Environmental Services in the amount of \$98,580 for design and permitting of tide control structures as designated in the Coastal Incentive Grant – Tide Control project.

DEPARTMENT: Engineering

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an agreement with Georgia Water and Environmental Services in the amount of \$98,580 for design and permitting of tide control structures as designated in the Coastal Incentive Grant – Tide Control project.

Regina M. McDuffie

City Manager

09/07/2021

Date



GWES

Perry - Brunswick - Mansfield

733 Carroll Street, Perry, Georgia 31069

1510 Newcastle Street, Brunswick, Georgia 31520

3130 Hwy 11, Mansfield, Georgia 30055

July 21, 2021

Mr. Garrow Alberson
Brunswick City Engineer
525 Lakeview Avenue
Brunswick, GA 31520

**RE: East Brunswick Tide Control: Priority Areas Design and Permitting
Proposal for Services**

Dear Mr. Alberson,

Please accept this letter as GWES LLC's (GWES) proposed scope and fee for design and permitting services associated with implementing tide control improvements at priority areas along the City of Brunswick's (City) eastern boundary.

PURPOSE

The City plans to evaluate and implement best tide control practices at priority stormwater outfalls along the City's eastern boundary.

The City was awarded a Coastal Incentive Grant (CIG) through the Georgia Department of Natural Resources (DNR) Coastal Resources Division (CRD) to address tide control issues at stormwater outfalls along the City's eastern boundary (outfalls identified in Attachment A).

The City's Stormwater Masterplan (SWMP) describes tide control as a challenge for stormwater management and identifies priority areas where improvements may have significant impacts on infrastructure performance and community safety and well-being. The City is implementing the East Brunswick Tide Control project to address tide control at four (4) priority areas identified in the SWMP. Priority areas and known outfall information are as follows (Attachment A includes outfall location information):

1. Wildwood Drive Outfall

- One (1) box culvert located between Norman Street and Marshview Circle Drive

2. Riverside Neighborhood Outfalls

- Nine (9) outfalls within the Riverside Neighborhood:

3. Towers Plaza Outfalls (Parkwood Drive)

- Two (2) 36" RCP located at the east end of Parkwood Drive

4. Lanier Plaza Outfalls (between Talmadge Avenue and FJ Torras Causeway)

- Three (3) outfalls to include:
 - Cook Street – 36" RCP
 - I Street – 36" RCP
 - Talmadge Avenue – 18" RCP

The City plans to evaluate feasibility of tide control improvements at these priority areas, generate construction plans where necessary, and secure all required permits for improvement projects. Project commencement is scheduled for October 1, 2021, and completion is expected by September 30, 2022, per CIG grant scheduling.

GWES is prepared to provide engineering and consulting services to assist the City in obtaining these objectives for the betterment of the community.

SCOPE

Our scope is divided into the following three (3) tasks: (1) Grant Coordination and Administration, (2) Construction Plan Development, and (3) Regulatory Coordination and Permitting

Task 1: Grant Coordination and Administration

- Coordinate with City and DNR staff throughout project to ensure project deliverables (Attachment B) and contract terms (Attachment C) are met
- Engage community partnership and volunteer involvement by seeking input from coastal Georgia communities regarding their uses of various tide control techniques; a minimum of two (2) meetings (remote or in person) shall be held
- Review current, available literature on tide control for coastal stormwater systems
- Provide project communications through a presentation of project results and findings to be given at two (2) public forums: (1) City Council Meeting and (2) DNR Brown Bag Presentation
- Prepare and submit an interim status report via the CIG online portal no later than April 7, 2022
- Prepare and submit a final status report to include all project deliverables via the CIG online portal no later than October 7, 2022

Task 2: Construction Plan Package Development

- The Final Construction Plan package will include four (4) project locations. Each location will include engineering design, separate project plans, project specifications in accordance with GDOT standards, engineering opinion of probable costs, and bidding documents.
- Develop concept design drawings for each project location and an opinion of probable construction cost (OPC).
- Concept drawings to include utility location information based on field survey.
- Revise design drawings and OPC according to City review comments.
- Prepare and submit 90% Contract Documents and OPC to City for review and approval.
- Revise documents to include any City review comments.
- Prepare and submit 100% Contract Documents for the proposed improvements to City in hard copy and electronic format.

Task 3: Regulatory Coordination and Permitting

- Conduct field delineation of aquatic and marsh jurisdictional resources
- Obtain verification of delineation from CRD
- Determine local, state, and federal environmental and regulatory and permitting requirements for proposed improvements at each outfall
- Prepare memorandum summarizing findings of regulatory due diligence
- Prepare and submit application(s) for Coastal Marshlands Protection Act (CMPA) permit(s) for tide control improvement project(s) where required
- Revise and resubmit CMPA permit application(s) a maximum of one (1) time based on CRD feedback
- Prepare and submit stream and/or marshlands buffer variance application(s) for tide control improvement project(s) where required
- Revise and resubmit buffer variance application(s) a maximum of one (1) time based on Georgia Environmental Protection Division (EPD) or local issuing authority (LIA) feedback
- Prepare and submit application(s) for Clean Water Act (CWA) Section 404 permit(s) for tide control improvement project(s) where required
- Revise and resubmit 404 permit application(s) a maximum of one (1) time based on US Army Corps of Engineers (USACE) feedback
- Prepare and submit Georgia Department of Transportation (GDOT) permit application(s) for encroachment(s) within the right-of-way for tide control improvement project(s) where required
- Revise and resubmit GDOT permit application(s) a maximum of one (1) time based on GDOT feedback

ASSUMPTIONS

- Project completion is expected within the CIG timeline of October 1, 2021 – September 30, 2022
- Project completion is contingent on regulatory timing, which can create delays
- The City will coordinate budget change requests with CRD
- The City will coordinate payment requests with CRD
- The City will ensure grant match requirements are met according to direct and in-kind responsibilities
- Improvements may not be feasible or necessary at all outfalls investigated
- Lanier Plaza outfalls to be investigated are limited to those at Talmadge Avenue, I Street, and Cook Street
- USACE permitting will be limited to 404 Nationwide General Permitting; Individual Permits are considered outside of scope
- CRD permitting will be limited to CMPA (marsh permit) and/or letter(s) of permission (LOP)
- CRD may find that the presence of upstream jurisdictional marsh restricts completion of tide control improvements at one or more outfalls

FEE

We propose to provide the above engineering and consulting services for a fee not to exceed the following:

Task #	Fee
1- Grant Coordination and Administration	\$15,100
2- Construction Plan Package Development	
Wildwood Drive Outfall	\$15,500
Riverside Neighborhood Outfalls	\$26,120
Towers Plaza Outfalls	\$14,110
Lanier Plaza Outfalls	\$14,850
3- Regulatory Coordination and Permitting	\$12,900
Total	\$98,580

SCHEDULE

GWES' schedule is dependent upon regulatory schedules, City delivery of requested information, review periods of milestone benchmark submissions, and availability of immediate, scheduled meetings. The following schedule is based upon working days, not including company holidays and weekends.

Task	Schedule
Grant Coordination and Administration	Oct 1, 2021 – Sept 30, 2022
Regulatory Coordination and Permitting	8 months
Construction Plan Package Development	
Topographic Survey	30 Days
Concept Drawings	15 Days
Final Construction Plans	60 Days

We are prepared to begin these services immediately upon Notice To Proceed (NTP). We greatly appreciate the opportunity to provide this proposal. If you have any questions, please contact me.

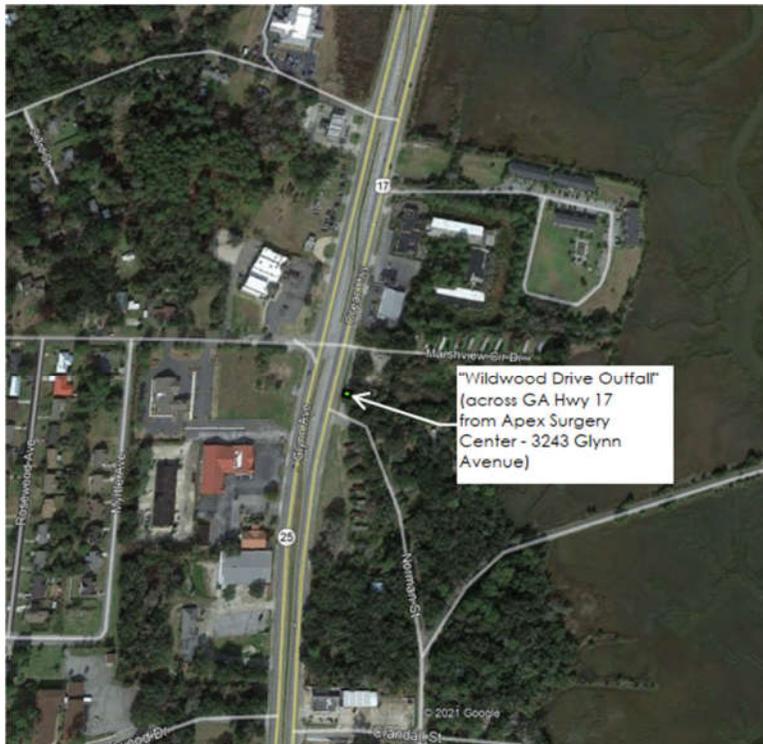
With Highest Regards,

GWES, LLC




Ben Pierce, PE
 Senior Project Manager
 (502) 640-8252
ben.pierce@gwesllc.com

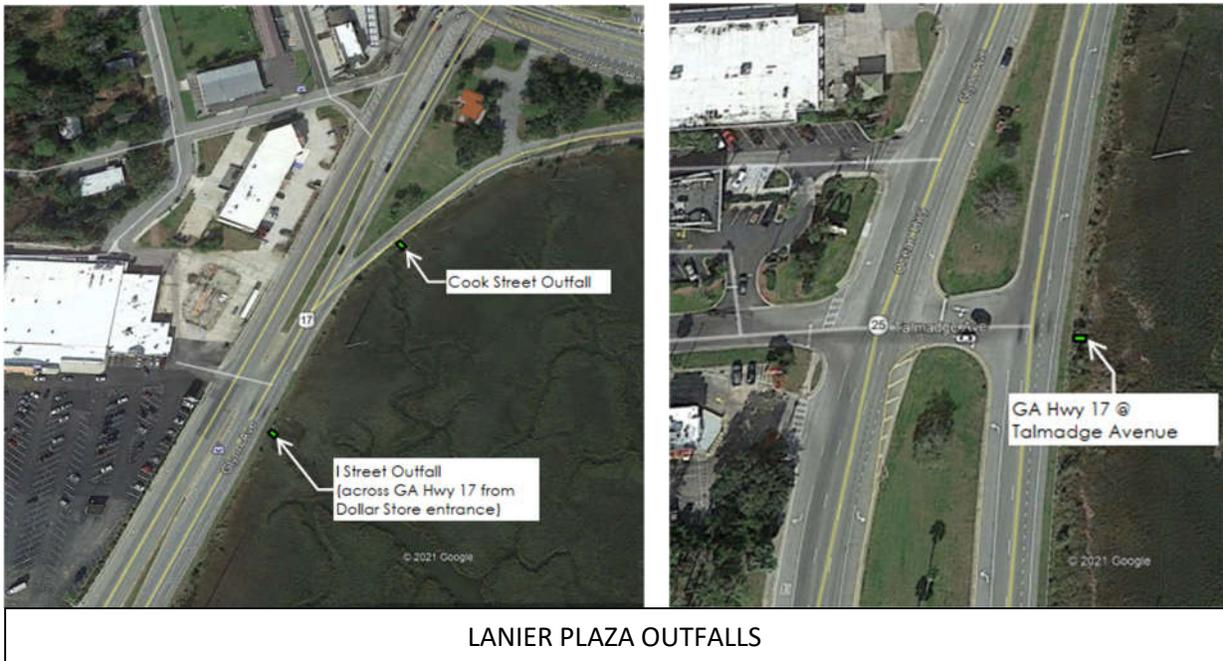
ATTACHMENT 'A'



WILDWOOD DRIVE OUTFALL



RIVERSIDE NEIGHBORHOOD OUTFALLS



RESOLUTION NO. 2021-13

**A RESOLUTION OF THE CITY OF BRUNSWICK RECOGNIZING GEORGIA CITIES WEEK,
OCTOBER 3-9, 2021, AND ENCOURAGING ALL RESIDENTS TO SUPPORT THE
CELEBRATION AND CORRESPONDING ACTIVITIES**

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

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

WHEREAS, the week of October 3-9 offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Brunswick Declares October 3-9, 2021 As

GEORGIA CITIES WEEK

BE IT IS FURTHER RESOLVED that the City of Brunswick encourages all Citizens, City Government Officials and Employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

SO ORDERED this 15th day of September 2021.

Cornell L. Harvey
Mayor, City of Brunswick

Attest:

Naomi D. Atkinson, City Clerk



SUBJECT: COVID Vaccination Incentive

COMMISSION ACTION REQUESTED ON: September 15, 2021

PURPOSE: To designate funding for an incentive to increase the vaccination rate among city employees. The number of COVID cases has risen in the past six weeks and has heavily impacted our workforce. As previously communicated, I would like to offer an incentive to persons that have already been vaccinated to encourage others to become vaccinated. The state offered a day off and other cities have offered additional pay. I am proposing a one-time \$500 payout to employees that can provide proof of a full COVID vaccination series. Employees must complete the vaccinations by December 31, 2021.

HISTORY: It has been determined that following CDC protocols regarding masks, properly sanitizing and being vaccinated can greatly decrease the spread of COVID 19 and variant viruses. The city wants to encourage the vaccination of all employees to safeguard the workforce and the public.

FACTS AND ISSUES: According to recent data collected, the city workforce is 46% vaccinated. We would like to have at least a 75% vaccination rate.

BUDGET INFORMATION: Funds were budgeted in a contingency line item and will be used if needed to cover any overages in the salary line items. The cost to support a 75% vaccination rate would be approximately \$67,300. This would be accounted as a COVID related expense.

OPTIONS:

1. Approve the one-time payout as an incentive for employees who are currently vaccinated and ones that complete the series for vaccination.
 2. Do not approve the one-time payout.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Approve the one-time payout as an incentive for employees who are currently vaccinated and ones that complete the series for vaccination.

DEPARTMENT: City Manager

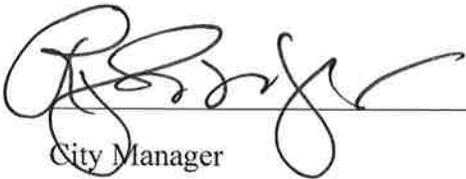
Prepared by: Regina M. McDuffie

ADMINISTRATIVE COMMENTS:

No additional comment.

ADMINISTRATIVE RECOMMENDATION:

Approve the one-time payout as an incentive for employees who are currently vaccinated and ones that complete the series for vaccination.



City Manager

9/7/21

Date



COVID Vaccine Incentive

The City of Brunswick would like to see as many of our employees as possible vaccinated against COVID-19 and its variants. We sincerely believe that it's the best way to keep our employees safe and healthy while also allowing us to provide proper service to the residents, citizens, and visitors.

We will give each employee that provides proof of a full COVID vaccination series a one-time \$500 special payroll.

To be eligible for the \$500 incentive, you must have the full shot series (one or two, based on the type of vaccine) completed on or before December 31, 2021.

Once you have completed the entire series (J&J, Pfizer or Moderna), send a copy of your vaccination card to Lynne Velie, Assistant Finance Director. You will receive the \$500 within 30 days. Payment will be made separately from the normal payroll.

For more information or questions, email Deborah McCauley-Craig at dmcraig@cityofbrunswick-ga.gov or call (912) 267-5500.

Possible Vaccine Locations

Southeast Georgia Health System: Visit www.sghs.org/covid19-vaccine

Glynn County Health Dept/ Ga. Dept. of Health: Call (912) 230-5506 or visit www.gachd.org/vaccine

CVS Pharmacy: Call (912) 261-4869 or visit www.cvs.com/coronavirus

Publix Pharmacy: Call (912) 261-4734 or visit www.publix.com/covid-vaccine

Sam's Club Pharmacy: Call (912) 602-6809 or visit www.samsclub.com/pharmacy

Walgreens Pharmacy: Call (912) 261-2593 or visit www.walgreens.com/findcare/vaccination/covid-19

Walmart Pharmacy: Call (912) 261-1616 or visit www.walmart.com/cp/flu-shots-immunizations/1228302



SUBJECT: FY 2021-22 Budget – Expenditures for Improvements at Old City Hall / City Hall

COMMISSION ACTION REQUESTED ON: September 15, 2021

PURPOSE: To adjust the approved budget to facilitate the following expenditures:

- 1) To upgrade the audio, video and internet capabilities at Old City Hall**
- 2) To enhance the building appearance at Old City Hall and City Hall for the holiday.**

See attached information for further detail.

HISTORY: The approved budget has sufficient funds in accounts for City Hall, Old City Hall and contingencies to facilitate the proposed expenditures. Funds will be transferred interdepartmentally to cover the specific cost outlined.

FACTS AND ISSUES: The audio and video systems and internet connectivity at Old City Hall needs to be upgraded to better facilitate meetings and events held in the building. Use of video during meetings and court proceedings has greatly increased during COVID and will be continued to be heavily used for the foreseeable future.

Enhancements to the holiday lighting of the buildings will promote more activity downtown during the Christmas season and encourage event participation of our citizens.

BUDGET INFORMATION: See attached itemization.

OPTIONS:

- 1. Approve the expenditures as recommended.**
- 2. Modify and/or change the recommendation for one or more of the recommended expenditures.**
- 3. Do not approve the expenditures recommended.**

4. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Approve the expenditures as recommended.

DEPARTMENT: City Manager

Prepared by: Regina M. McDuffie

ADMINISTRATIVE COMMENTS:

No additional comment.

ADMINISTRATIVE RECOMMENDATION:

Approve the expenditures as recommended.



City Manager

9/7/21

Date

Proposal to:

City of Brunswick
1229 Newcastle St
Brunswick, GA 31520
Attn: Tim Nelson

Job Location:

City of Brunswick
1229 Newcastle St
Brunswick, GA 31520
Attn: Tim Nelson

For: Multi-Room AV System Upgrades

QTY	MANUFACTURER	MODEL	DESCRIPTION	UNIT	TOTAL
4	QSC	AC-C8T	8" Ceiling Speaker, White		
1	QSC	MP-A20V	Stereo 70V Amplifier		
1	QSC	CORE 110F	Q-Sys - Core Processor		
1	QSC	NS10-125+	Q-Sys - Managed Network Switch		
1	QSC	TSC-80TW-G2-BK	Q-Sys - 8" Table Top Touch Panel		
2	SHURE	ULXD4Q--G50	Quad Digital Wireless Receiver		
8	SHURE	ULXD8--G50	Digital Wireless Desktop Base Transmitter		
8	SHURE	MX415LPDF/C	15" Gooseneck Microphone		
1	CRESTRON	HD-DA4-4KZ-E	1:4 HDMI Distribution Amplifier		
3	CRESTRON	HD-TX-101-C-E	DM Lite HDMI over CatX Transmitter		
3	CRESTRON	HD-RX-101-C-E	DM Lite HDMI over CatX Receiver		
1	RAPCO	CUSTOM	Custom Mic, Line and DM Wallplate		
1	WEST	4246AF	HDBaseT Certified Cat6A Installation Cable		
1	FSEC	MISC	Miscellaneous Cable, Connectors and Hardware		

*Customer to provide scaffolding and help with ceiling speaker installation in ceiling if older ceiling construction.

*Existing equipment rack to be used.

*Customer to provide all video sources and displays.

*Customer to provide pathways for cable runs.

Equipment subtotal

Labor subtotal

Tax 6%

GRAND TOTAL

NOTES: All electrical and conduit requirements by others.

Proposed by: [Redacted]

This Proposal Accepted:

I agree to this proposal including Installation & Sales Agreement attached below.

By: [Redacted Signature]

By: _____ Date: _____
City of Brunswick

ARTICLE II. - CITY DOCK

Footnotes:

--- (1) ---

Editor's note— Ord. No. 943, § 1, adopted July 5, 2000, added new provisions to ch. 8 as §§ 8-1—8-16. For classification purposes and in order to provide for the future expansion of ch. 8, the provisions of Ord. No. 943 have been redesignated by the editor as art. II of this chapter.

Sec. 8-31. - Position of dockmaster created; duties.

There is hereby created the position of dockmaster, who shall be designated by the city manager. It shall be the responsibility of the dockmaster to manage the operation of the city dock located at the western foot of Gloucester Street in the city adjacent to Mary Ross Waterfront Park, to enforce the provisions of this article, to collect dock rentals fees and remit said collections to the city finance department, to report to the city commission as the commission may from time to time require, and to carry out such further duties as may be assigned by the city manager.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-32. - Requirements for occupying berth or dock space.

No owner, operator, master or any person in charge of any vessel (including any recreational, commercial, fishing, passenger, cargo or other watercraft of any kind) shall cause or permit any vessel to occupy any berth or dock space at the city dock without having first registered the vessel in the office of the dockmaster, paid the appropriate dock rental fee, obtained a permit for dock usage and obtained an assignment of dock space.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-33. - Registration for berth or dock space; application for permit.

The operator of any vessel which will be docking at the city dock shall immediately, and in no event later than 24 hours after arrival of the vessel at the city dock, report the vessel's arrival to the dockmaster, register the vessel and make arrangements with the dockmaster for berth/dock space if it is available. To obtain a permit for use of dock space, the vessel operator shall submit written application on a form provided by the dockmaster, including at least the following information:

- (1) Name, home address, Social Security number, and business telephone number of the vessel owner(s).
- (2) Name, home and local address, Social Security number and local telephone number of the vessel operator/master.
- (3) Name, home or local addresses, Social Security number and telephone number of each crewmember.
- (4) Vessel length overall, beam, draft and displacement.

- (5) Whether vessel is for recreational purposes or commercial (and if commercial, identity of license holder and nature of any licenses under which it operates).
- (6) Anticipated length of stay.
- (7) U.S. Coast Guard official vessel documentation number; any state registration numbers; and identification of vessel by name and homeport.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-34. - Dock rental fee.

No person, including the owner, master, or operator of any vessel, shall cause or allow the vessel to occupy or use any berth or dock space at the city dock without first having paid a dock rental fee, together with a deposit, all in an amount to be determined from time to time by the city commission, nor shall any person cause or allow the vessel to occupy or use any such berth or dock space after the period for which rent paid has expired, nor after written notice has been provided by the dockmaster to the vessel operator or other person present on the vessel to leave the dock. All rent for berth or dock space shall be payable in advance at the dockmaster's office.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-35. - Temporary permit.

Upon submission of a completed application, payment of advance rent and deposit, and approval of the application by the dockmaster, a temporary permit may be issued by the dockmaster for use of dock space. All permits for use of dock space shall be temporary in nature and shall not entitle any person or vessel to continued use of dock space beyond the current rental period, which shall not exceed a period of one calendar month. Permits for dock usage are not intended to, and do not, create a property interest.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-36. - Permit not transferable.

No permit for use of berth or dock space at the city dock may be assigned or sublet to any person or vessel, and transfer of ownership of the permitted vessel shall automatically terminate the permit. The new owner shall be required to apply for and obtain a new permit and pay appropriate advance rent and a deposit in order to continue use of the dock.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-37. - Alteration, modification or repair of dock.

No person shall make any alteration, modification or repair of the dock (or any part, fixture or appurtenance attached or adjacent to the dock) without the express written authorization of the dockmaster.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-38. - Littering prohibited.

No person shall deposit, throw off, or abandon any equipment, trash or waste on or about the city dock, the approaches thereto, or Mary Ross Waterfront Park. All dock area adjacent to the space occupied by any vessel using the city dock shall be maintained in a clean and litter-free condition by the operator of the vessel.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-39. - Vessel, vessel owner and vessel operator liable for damage.

The vessel owner, and vessel operator shall be jointly and severally liable for any physical damage done to the city dock, its fixtures, appurtenances and adjacent facilities which may occur as a result of or in connection with the vessel's use of the dock facility, including any damage done by any crew member or guest, and shall agree to reimburse the city for the cost of repair or any such damage as condition of obtaining a permit to use the dock.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-40. - Responsibilities of vessel owner and operator.

The vessel owner and operator shall have the responsibility to inspect the dock and acquaint themselves with its condition, and accept the dock for use in an "as is" condition, thereby assuming the risk of any loss or damage to the vessel or of any personal injury as a result of any deficiency, hazard or defective condition of the dock. The vessel owner and operator shall have the responsibility to familiarize all crew members, guests and visitors with the condition of the dock and to notify them of any hazards or dangers.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-41. - Alternative use of dock facility.

Use of the dock is subject to alternative use of the dock facility by other vessels or for other purposes or events as the city manager may from time to time direct. In the event any vessel is displaced from the dock as a result of such alternative use, then the obligation to pay rent shall abate on a per diem basis in accordance with the determination of the dockmaster. This abatement of rent shall be the only remedy or recourse for vessels displaced or inconvenienced by such alternative use of the dock. The dockmaster will endeavor to notify registered users of the dock in advance, to the extent practicable, of such alternative uses of dock space in order to minimize the inconvenience and afford the vessel opportunity to make other arrangements for dockage elsewhere.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-42. - Right to establish rules concerning conduct on and about the dock and use of the facility.

The city manager may from time to time establish written rules concerning conduct on and about the dock and use of the facility, including parking, loading and unloading, and other matters, subject to the approval of the city commission.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-43. - Firearms, alcoholic beverages prohibited.

There shall be no use, display or discharge of any firearm on, about or adjacent to the city dock. No alcoholic beverage may be used or consumed on the dock or adjacent areas and approaches, including Mary Ross Park.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-44. - Violation; revocation of dock use permit.

Any violation of any rule established by the city manager, or of any of the terms of the dock use permit, or of this or any other city ordinance, or of any state or federal statute, rule, regulation or court or administrative order by the vessel, its owner, its operator, any crew member, or any supplier or guest on or serving the vessel shall be grounds for immediate revocation of the dock use permit regardless of whether or not such violation becomes the subject of any criminal prosecution or any civil or criminal enforcement proceeding. In the event the dockmaster determines that a violation justifies revocation, then the dockmaster shall notify the permit holder in writing of the revocation, giving the permit holder 48 hours from the effective time of notification to remove the vessel from the dock in compliance with the notification. The manner of notice shall be to hand deliver same to any person present upon the vessel or in the absence of any person by tacking of the notice in a conspicuous place upon the vessel, and notice shall be effective upon such delivery or tacking.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-45. - Disputes arising under this article.

Any dispute arising under this article, or under any dock use permit issued or revoked hereunder, or in connection with any use of the dock, shall be submitted to the city manager, in writing, for resolution; the decision of the city manager shall be final.

(Ord. No. 943, § 1, 7-5-2000)

Sec. 8-46. - Penalty for violation.

Violations of any provisions of this article shall be punished in the same manner as provided by Charter or local law for punishment of violations of other validly enacted ordinances of the city.

(Ord. No. 943, § 1, 7-5-2000)

REVISED
REGULATIONS FOR CITY DOCK AT MARY ROSS PARK

WHEREAS the City of Brunswick owns and operates a dock facility located at the western foot of Gloucester Street adjacent to Mary Ross Waterfront Park where said park abuts the eastern bank of the East River; and

WHEREAS the City desires to implement regulations pursuant to the City Dock Ordinance, City Code Chapter Eight (Ordinance 943) in order to safeguard the public health and safety, to protect the natural environment, to enhance the aesthetic and financial values of the City environs, to provide for the orderly management of the dock facility and adjacent areas, including Ross Park, and to collect dock rental fees as a means to offset part of the cost of upkeep and operation of said dock, and for other purposes.

NOW THEREFORE BE IT RESOLVED that the City Commission does hereby adopt the following regulations, to be effective upon approval by the City Commission, for use and management of the dock, violation of which shall result in termination of docking privileges, and shall subject the violator to prosecution for violation under Ordinance 943, Chapter Eight of the City Code of Brunswick:

- 1) Before granting a permit for dockage, the dockmaster, who shall be the Chief of Police of the City (unless and until the City Manager shall appoint some other person the position, and who shall function with the help and assistance of the Chief's designees) shall require that every vessel must complete a written application for dockage containing at least the information set forth in City Code §8-3, and that each such vessel show proof of financial responsibility to respond to claims as follows:
 - (a) either a certificate of insurance, with declarations page attached, demonstrating liability insurance coverage with limits not less than \$100,000.00 (one hundred thousand dollars) per occurrence, to cover claims for personal injury; civil, criminal or administrative claims, fees, damages, assessments, fines or charges for oil or fuel spills, vessel sinkings, or other environmental damage or violations as well as for any other costs including, but not limited to, attorney fees, remediation costs or other expenses incurred by the City ; or claims arising from personal injury or from property damage to the dock, other vessels or other public or private property; with coverage for claims by the City, members of the public, vessel guests and crew, other vessels, and any governmental agencies; provided, such insurance shall be maintained in effect at all times, proof of insurance shall be updated at least quarterly and a copy of documentation of current coverage in place will be provided to the dockmaster promptly upon request; or
 - (b) a bond in form approved by the City Manager, with approved corporate surety or satisfactory property as security for performance under the bond, conditioned upon compliance with all City

ordinances and all regulations pertaining to said City Dock and to serve as security for the liabilities, claims, and costs of the sort named in sub-paragraph (a) above, in the amount of \$100,000.00 (one hundred thousand dollars) and to remain in place for one year following the last day of occupancy of dock space, or the final resolution of any claims of the sort named above which may be asserted in any manner during said one year period, whichever is later; or

(c) an irrevocable bank letter of credit in a form approved by the City Manager and in the amount of \$ 25,000.00 (twenty-five thousand dollars), which is conditioned to allow the City to draw on the said amount if and when the City determines that a claim is made by or against the City or its officials or employees, or against the vessel or its master, owner, or any crewmembers, for liability, loss, damage, civil or administrative penalties or action, injunctive or other equitable relief, criminal penalties, attorney's fees, litigation costs or other costs or remedies of any kind related in any way to the lessee's use of the dock space or adjacent waters. The amount to be drawn would be determined in accordance with the City Manager's determination as to the amount required to reimburse the City, to pay for remedial action or to otherwise hold the City harmless from any liability, loss or cost.

- 2) In order for any vessel to obtain a permit for dockage, it must submit proof of its active and proper licensure for carriage of goods or passengers, or, if a commercial fishing vessel, of its current active Georgia licensure for such activity. All vessels shall provide proof of current Coast Guard or Coast Guard Auxiliary inspection. In the event the dockmaster has reason to question the safety of any vessel or the ability of the vessel to make use of the City Dock without risk of damage to the dock or other vessels or risk of sinking, the dockmaster is authorized to refuse a permit, or to revoke an issued permit, until such time as the vessel provides documentary proof from the U.S. Coast Guard, a registered marine surveyor or other qualified person or entity approved by the dockmaster, reflecting to the dockmaster's satisfaction that the vessel is indeed currently safe and seaworthy to make use of the City Dock. All vessel owners, operators, and crew agree, by docking at the City Dock that they will permit entry upon the vessel at any time by the dockmaster for purpose of inspection, for communication, for any enforcement of the dock ordinance or these regulations, or for any emergency action deemed necessary by the dockmaster to protect the dock structure or preserve life.

- 3) No vessel shall use the City Dock facility without prepayment of a deposit in an amount equal to one month's dock rent and prepayment of the first month's rent in advance. In the event of termination of the dock rental by either party, the deposit shall be returnable to the dock usage permit holder if the dockmaster determines that no additional dock rent or other monies are owed to the City. Thereafter all rent shall be payable in advance on the first business day of each month-it shall be the responsibility of the vessel to put the rent in the hands of the dockmaster at City Hall or such other place as the dockmaster shall notify permittees of in writing, and shall be paid in a timely fashion in a timely fashion, in advance, or the permit to dock shall be voidable upon forty-eight hours notice. All vessels must provide the dockmaster with notice of a person, with 24 hour phone accessibility as well as full time address, to whom notices may be given and messages communicated to the vessel. Such person, or a substitute designated in writing, must be available at all times for communication from the dockmaster, and a person responsible to speak on behalf

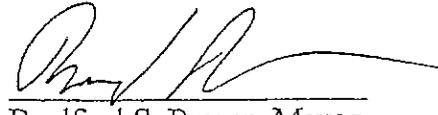
of the vessel's owner must be available for conference with the dockmaster at City Hall at all times subject to reasonable notice, which may be given by the dockmaster posting a written notice on the vessel itself if the designated representative cannot be reached by other reasonable efforts. All notices to the vessel owner, operator or crew shall be effective upon tacking or attachment to the vessel in a conspicuous place on the vessel.

- 4) There shall be no repairs or maintenance work of any kind done on the dock, in the parking areas, or in Ross Park.
- 5) There shall be no painting, stripping, varnishing or re-finishing of any exterior surface of any vessel alongside the City Dock. There shall be no sandblasting whatever on or alongside the dock.
- 6) There shall be no storage, even temporary, of parts, fuel or equipment on the dock, in Ross Park or in any parking areas.
- 7) There shall be no driving or parking on the dock without the prior written approval of the dockmaster; a copy of the written permit must be displayed to the dockmaster or any City police officer or other City employee upon request.
- 8) No vehicle with a gross vehicle weight in excess of fifteen thousand pounds shall drive or park on the dock at any time without prior written approval of the dockmaster.
- 9) No open containers of any form of alcoholic beverage shall be permitted on the dock at any time, and there shall be no public drunkenness on the dock, or its approaches, or on board any vessel, at any time- vessels shall be responsible for such conduct by crew and visitors.
- 10) All vessel owners and operators must execute a written acknowledgement of receipt of copies, and agreement to abide by the terms of, the dock ordinance and these regulations, and their agreement and responsibility to indemnify the City and hold it harmless for any claims asserted by any person or entity against the City for alleged liability or responsibility for any damages, penalties, fines, fees, charges, assessments, or other monetary claims or demands relating to environmental, personal injury, property damage or other matters arising directly or indirectly from the vessel's use of the dock space or its presence alongside the dock.
- 11) There shall be absolutely no fueling of any vessel on, from or across the dock, and no fuel truck may drive or park on the dock at any time.
- 12) There shall be no "rafting" or side by side docking, unless appropriate permits are secured for each vessel and dock fees paid for each; and then no more than four abreast unless required at the direction of the dockmaster due to the need for dock space to accommodate larger vessels.
- 13) Every commercial fishing vessel shall be required to pay a fee to the City in the amount of \$250.00 prior to receiving a docking permit for the privilege of offloading catch; said fee will be for the balance of the then current calendar year, and must be renewed by payment of the then current amount designated as such vessel fee prior to the end of the calendar year. All persons desiring to receive such catch for commercial purposes must obtain a written permit from the

dockmaster prior to taking any shrimp or other fish or shellfish from any vessel at the City Dock. To obtain such permit, the applicant must provide the information required by the dockmaster, demonstrate proof of all required and appropriate licensure, and pay an annual vessel offloading permit fee of \$1,000.00. Such permit shall remain in force for the balance of the current calendar year and must be renewed prior to the end of the calendar year by payment of the current fee amount in order to continue taking catch offloaded from the City Dock. A separate carrier/receiver fee shall be required of each entity accepting catch from vessels at the City Dock whether for purpose of transport, or processing or for retail or wholesale, or for other commercial purposes, and no vehicle may be loaded with such catch unless such vehicle has proof of a current permit. The dockmaster is authorized to issue decals or other documents to be displayed as proof of registration and permitting for offloading and receiving of catch at the City Dock and, if so issued, such documentation must be displayed as prescribed by the dockmaster. The carrier / receiver permit shall allow the permittee to use one designated vehicle into which offloaded catch may be placed; use of any other vehicle shall require an additional registration and permit of such vehicle or vehicles for a fee of \$ 50.00 per vehicle. There shall be no offloading of catch between the hours of ten o'clock at night (10p.m.) and six o'clock in the morning (6 a.m.). No person shall allow catch to be removed from a vessel or cause catch to be loaded into any vehicle at the City Dock unless such person holds the appropriate permit or permits. In order for any person to unload catch from any vessel at the City Dock there must be both a current vessel permit for offloading catch and a separate current carrier/ receiver permit, which may be held by the same person.

- 14) All persons shall obey all signage placed at the City Dock by or at the direction of the dockmaster.
- 15) All dock use permits are for a period of one month at a time and shall be revocable at any time by the dockmaster; no permit holder shall have any reason to expect to have any right to continued use of the dock space beyond the end of the current calendar month. In the event of a revocation for any reason before the end of a current calendar month, permit holders understand and agree that their only and exclusive remedy shall be refund of a pro rata portion of the current month's pre-paid dock rental. Permit holders shall be required to, and by obtaining a dock use permit do agree to, dock only in the space as directed by the dockmaster, which will require some vessels to tie up alongside other vessels rather than directly to the side of the dock itself. All permit holders must promptly move their permitted vessel to a different location at the dock, or away from the dock, as directed by the dockmaster.
- 16) The dockmaster may act or may communicate directly with permit holders or may do so by way of the dockmaster's designee, who shall have the full authority to act on behalf of the dockmaster.
- 17) All provisions of these regulations shall take effect on Monday, August 13, 2003, with the exception of the requirement of insurance, a bond or a letter of credit as described in paragraph (1) above, which shall take effect on September 1, 2003.

SO RESOLVED this 6th day of August, 2003, by adopting vote of the City Commission upon motion duly made and seconded.



Bradford S. Brown, Mayor

Attest: Georgia E. Marion
Georgia Marion, City Clerk

REVISED
CITY OF BRUNSWICK DOCK FEE RESOLUTION

WHEREAS the City of Brunswick is the owner of the City Dock located at the Western foot of Gloucester Street fronting on the East River immediately adjacent to Mary Ross Waterfront Park; and

WHEREAS the dockage fees presently charged by the City for vessels to make use of the said dock space are significantly below the rates necessary to fund upkeep and maintenance of the dock, and are significantly below the rates charged for similar dockage elsewhere; and

WHEREAS the Municipal Code of Brunswick, in Chapter Eight thereof, provides for the City Commission to establish fees for dock usage at said dock in such amount as the Commission in its discretion deems prudent;

NOW THEREFORE the City Commission of the City of Brunswick does, upon motion duly made and adopted, hereby establish the following schedule of rates and fees for use of dock space at the aforesaid City Dock:

The City Dock is divided into three sections, "A," "B," and "C," with Section "A" being the northernmost 125 foot section, Section "B" being the middle 225 foot section and Section "C" being the southernmost section of the dock.

Section "A" is reserved for use by the Brunswick Police Department law enforcement boats, regattas approved to use the dock by the Dockmaster (i.e., the Chief of Police or his designee), and such other purposes as the Dockmaster shall approve in writing.

Section "B" shall be reserved for cruise ships during such times as may be determined appropriate by the Dockmaster, such vessels to pay \$3.75 per foot of keel length per night, plus water utility fees as set by the Dockmaster; when not reserved for cruise ships, Section "B" shall be available on a first-come, first-served basis to private vessels at the rate of \$1.00 per night per foot, plus water and electricity at a rate determined by the Dockmaster, or \$5.00 per foot per week plus water and electricity; historic vessels and military vessels may be docked at a rate determined by the Dockmaster. Section "B" may be used for docking of permitted commercial fishing vessels during times that it is not reserved for cruise ships, if authorized by the Dockmaster, and when so authorized and used, the fee schedule as set forth below for their use of Section "C" shall apply.

Section "C" is reserved for commercial fishing vessels, which shall pay a dockage fee of \$3.00 per foot of keel length each month, plus such charge for water and electrical utility service as may be determined by the Dockmaster from time to time.

Any commercial fishing vessel which shows the City of Brunswick as its home port on its Coast Guard vessel documentation at the time of application for dock usage, or whose owner is, at the time of application, a full time resident of the City of Brunswick, shall be given a reduced monthly rate of \$2.50 per foot per month.

All dock usage is subject to the Dockmaster's determination that there is adequate available dock space, and the Dockmaster may temporarily modify the sectional divisions of dock space as described above from time to time as the Dockmaster deems necessary.

All fees set forth herein may be modified at any time by resolution of the Brunswick City Commission, as may the areas which are reserved as described above; nothing herein is intended to provide any basis for expectation by any party or class of persons to a right to continued use of the dock for any commercial, recreational or other purpose.

This resolution shall become effective 8/13, 2003.

SO RESOLVED THIS 6th DAY OF August, 2003.

ATTEST

Georgia Marion

Georgia Marion, Clerk

Bradford S. Brown

Bradford S. Brown, Mayor