

# 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

## AGENDA

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**BRUNSWICK CITY WORK SESSION  
WEDNESDAY, OCTOBER 6, 2021 AT 5:00 P.M.  
HYBRID MEETING  
1229 NEWCASTLE STREET, 2<sup>nd</sup> FLOOR  
&  
VIRTUAL TELECONFERENCE VIA ZOOM  
STREAMED LIVE AT THE BELOW WEB ADDRESSES:**

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

or

<https://cityofbrunswick-ga-gov.zoom.us/j/96851783762>

## CALL TO ORDER

### PRESENTATION

1. Discussion and Demonstration of the Roadway Paving Condition Assessment Completed in March 2021. (G. Alberson) (Encl. 1)

### UPDATE

2. LCDR Michael Metz, USCG to give Update on the Golden Ray Project.

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## AGENDA

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**BRUNSWICK CITY COMMISSION MEETING  
WEDNESDAY, OCTOBER 6, 2021 AT 6:00 P.M.  
HYBRID MEETING  
1229 NEWCASTLE STREET, 2<sup>nd</sup> FLOOR  
&  
VIRTUAL TELECONFERENCE VIA ZOOM  
STREAMED LIVE AT THE BELOW WEB ADDRESSES:**

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

or

<https://cityofbrunswick-ga-gov.zoom.us/j/96851783762>

## CALL TO ORDER \*\*INVOCATION \*\*PLEDGE OF ALLEGIANCE

### **PRESENTATION**

3. Presentation to Georgia Cities Week Contestant Winners. *(R. McDuffie)*

### **PUBLIC HEARING(S) - LAND USE**

4. Consider Approval of Rezoning and Conditional Use Petition No. 2021- 03; from Charles Lewis, Representing Lewis-North Properties LLC, Petitioning to Rezone 2110 and 2020 Atlanta Avenue to General Residential (GR) from Residential – 6000 Sq. Ft. (R-6) and Conditional Use for a Two-Family Dwelling. *(J. Hunter)* **(Encl. 2)**

### **ITEM(S) TO BE CONSIDERED FOR APPROVAL**

5. Consider Approval of September 15, 2021 Regular Scheduled Meeting Minutes. *(subject to any Necessary changes.) (N. Atkinson)* **(Encl. 3)**
6. Consider Approval of Financial Reports as of August 31, 2021. *(K. Mills)* **(Encl. 4)**
7. Consider Approval of Resolution No. 2021-14 ~ Designating “G” Street as an Honorary Street Rev. Dr. Julius C. Hope. *(R. McDuffie)* **(Encl. 5)**
8. Consider Approval of Construction Contract for Phase II of Magnolia Park Roadway and Utility Improvements. *(G. Alberson)* **(Encl. 6)**
9. Consider Approval of a Section 319(h) Grant Agreement with the Georgia Environmental Protection Division for Green Infrastructure and Low Impact Development (GI/LID) Retrofits in Brunswick. *(G. Alberson)* **(Encl. 7)**
10. Consider Approval of Agreement with DRMP, Inc. for Phase I of Design and Permitting for the Glynn Avenue Link Trail from Overlook Park to SR 25 Spur East. *(G. Alberson)* **(Encl. 8)**

### **CITY ATTORNEY’S ITEM(S)**

11. Consider Approval of Deed from the City of Brunswick to the Brunswick Housing Authority. **(Encl. 9)**
12. Discussion – Amendment to the City of Brunswick Zoning Ordinance to Amend the City’s Sign Ordinance and Applicable Regulations. **(Encl. 10)**
13. Discussion - Revisions to the City of Brunswick Mary Ross Dock Ordinance and Regulations. **(Encl. 11)**

### **EXECUTIVE SESSION**



**SUBJECT: WORK SESSION – PAVING CONDITION ASSESSMENT**

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**COMMISSION ACTION REQUESTED ON:** Information Only – No Action Required

**PURPOSE:**

Discussion and demonstration of the Roadway Paving Condition Assessment completed in March 2021.

**FACTS AND ISSUES:**

The City recently hired Roberts Civil Engineering to complete a Roadway Paving Condition Assessment of the 107 miles of roadway within the City. The assessment includes photo and video documentation of the roadways with location of any defects such as cracking, potholes, etc. Each segment of roadway is given a score based on the condition and defects. The assessment of each segment is recorded in a spreadsheet which can be used to plan repairs or resurfacing projects. Representatives from Roberts Civil Engineering will be in attendance to explain more detail regarding the assessment and demonstrate the usefulness of the assessment in the planning process.

**BUDGET INFORMATION:**

Information only – no cost or budget info necessary

**OPTIONS:** n/a

**DEPARTMENT RECOMMENDATION ACTION:** n/a

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**DEPARTMENT:** **Engineering & Public Works**

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

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**ADMINISTRATIVE COMMENTS:**

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**ADMINISTRATIVE RECOMMENDATION:**

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*Regina M. McDuffie*

City Manager

9/24/21

Date



**SUBJECT: RZ 21-03 & CU 21-03 | 2110 & 2020 Atlanta Ave. | Rezone from R6 to GR and Conditional Use for Two-Family Dwelling**

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**COMMISSION ACTION REQUESTED ON:** 10/6/21

**PURPOSE:** See attached Staff Report

**HISTORY:**

**FACTS AND ISSUES:**

**BUDGET INFORMATION:** N/A

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**OPTIONS:**

- Approve RZ 21-03 & CU 21-03 as submitted.
  - Approve RZ 21-03 & CU 21-03 with conditions.
  - Do not approve RZ 21-03 & CU 21-03
- 

**DEPARTMENT RECOMMENDATION ACTION:**

- Approve RZ 21-03 & CU 21-03 as recommended by the PAC
- 

**DEPARTMENT:** PDC

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Prepared by: John Hunter, Director

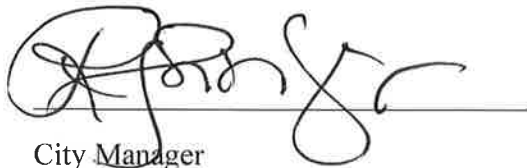
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**ADMINISTRATIVE COMMENTS:**

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**ADMINISTRATIVE RECOMMENDATION:**

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City Manager

9/22/2021  
Date

**Rezoning Petition No. 21-03  
&  
Conditional Use Petition  
No. 21-03**

**(2110 and 2020 Atlanta Ave)**

**Staff Report  
John Hunter  
*Director*  
*Planning, Development, & Codes***

**City of Brunswick  
City Commission  
Public Hearing  
October 6, 2021**

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# Requested Rezoning

Charles Lewis, representing Lewis-North Properties LLC, is petitioning to rezone the subject parcels to General Residential (GR) from Residential - 6000 SqFt (R-6).

# Existing Conditions

The subject parcels comprise .5+/- acres. The parcel at 2110 Atlanta Ave contains a finished apartment which Mr. North indicates was an original feature of the home at its construction in 1964. The lot at 2020 Atlanta Ave contains a single-family home constructed in 1951. The parcels are outlined below in yellow.



Location map

## Existing Zoning

The subject parcel is zoned R6. The two immediately adjacent parcels in the same block of Atlanta Ave are zoned GR and GC. The GR parcel contains a Safe Harbor group home while the GC parcel also contains a group home. On the same side of the block, the only other parcel zoned R6 contains the Atlanta Ave Church of Christ. Across Atlanta Ave in the same block the zoning is R6 and houses generally face East West as opposed to the 2100/2000 Blk of Atlanta where structures generally face North South. The Southern half of the same block faces Gloucester and contains a mix of Office and Local Commercial Zoning.



## Requested Zoning

The applicant has requested rezoning the parcels to General Residential (GR). This would facilitate the use of the property at 2110 Atlanta Ave as a two family dwelling. The applicant did not list any intentions concerning the use or development of the lot at 2020 Atlanta Ave.



## Staff Analysis

The applicant has asked for a rezoning to General Residential. It is the intent that the GR district be developed and reserved for medium to high density residential purposes. Under the GR designation a two-family dwelling would be a conditional use. This block of Atlanta Ave already contains a variety of zoning designations including R6, GR, and GC as well as a variety of uses within those zoning designations with a church and two group homes taking up the majority of the Atlanta Ave facing side of the block.

A change from single- to two- family housing does not represent a large increase in density and is not likely to impact the block. Atlanta Ave already serves as a transitional barrier between the traditional single-family use neighborhood of the Urbana/Mayhew region and the commercial and higher density housing uses along Gloucester St.

### Character Area: Urbana/ Mayhew

Urbana and Mayhew are post-war subdivisions with predominantly single-family housing. A large and recent mixed-income, garden apartment development, Whispering Oaks, is a major land use feature of this neighborhood. The Abbott Andrews Brunswick Housing Authority development is also located in this character area. These neighborhoods are bounded by the US Highway 17 commercial corridor to the east, the Hercules Plant to the north, and the Burroughs-Molette School to the west. Edo Miller Park is on the northern boundary of the neighborhood adjoining the Hercules site.

#### Vision

The Urbana-Mayhew Character Area should retain its predominantly single-family character. A small neighborhood surrounded by commercial and industrial uses, it is important to maintain the physical integrity of this neighborhood's boundaries. There is a significant amount of multifamily development in the character area, and while this is currently compatible with the character area, multifamily development should not be permitted to expand significantly in land area or scale. It is important to restore the connectivity of the street grid or to at least restore pedestrian pathways to the east, west, and north where possible. Increasing connections with the US 17 corridor is of particular value. The neighborhood should continue to benefit from schools and parks that are part of its fabric. As with other Brunswick neighborhoods, there is a crucial need to improve infrastructure, especially drainage infrastructure.

#### Appropriate Land Uses

- Single-family residential development
- Neighborhood scale commercial, institutional, and mixed-use development along Gloucester St, developed in a *Main Street* fashion with buildings fronting the streetscape and parking in the rear
- Community facilities such as schools, parks, museums, and libraries built to a neighborhood scale
- Multifamily residential in existing areas of multifamily development – of compatible scale to the single-family areas surrounding and in traditional regional architectural styles

#### Recommended Development Patterns

- Houses located near the street with front porches that encourage interaction with neighbors
- Infill residential development on vacant sites; these sites, with existing infrastructure in place, are to be used for development, matching the character of the surrounding neighborhood
- Accessory housing units that provide rental opportunities for small households and income generation for homeowners to increase affordability
- Multifamily developments that face the street, broken into a series of smaller masses that mimic single-family development and preserve the historic block structure
- Structures (shopping, warehouses, offices, etc) located near the street front with parking in rear of building – making the corridor more attractive and more pedestrian friendly
- Greyfield redevelopment that converts vacant or underutilized commercial strips into mixed-use assets
- Community facilities such as schools developed in a way that the entire community can share facilities such as meeting rooms, libraries, and playgrounds

## **Conditional Use**

The proposed Rezoning to General Residential is to allow for the two-family dwelling to function as it was intended at the time of construction. Two-family dwellings are a Conditional Use within GR, therefore a Conditional Use to allow two-family dwellings is being requested in conjunction with the rezoning request.

## **Staff Recommendation**

Multifamily development of compatible scale is an appropriate land use in the character area. The already mixed-use block is unlikely to suffer any negative impact from the change in density from one- to two- family housing. Considering the existing conditions staff recommends approval of the rezoning petition. Based on the nature of the request and the stated desire to re-activate a second dwelling unit at 2110 Atlanta St., staff also recommends approving a Conditional Use to allow a two family dwelling on the parcels.

## **Planning & Appeals Commission Recommendation**

The PAC reviewed the application at its September 8, 2021 meeting. Discussion centered upon the current zoning within the area; the original construction of the home at 2110 Atlanta St., and Conditional Uses in GR. The PAC recommends approval of the Rezoning from R6 to GR and the approval of the Conditional Use to allow two-family dwellings.

# Appendix A – zoning standards and policies

## ZONING STANDARDS AND POLICIES AND PROCEDURES FOR ZONING HEARINGS

Approved by the Commission City of Brunswick, Georgia  
April 5, 1989

### Part I. Standards

The current Georgia statutory law, O.C.G.A. ;s; 36-66-5(b) expressly mandates that each local government exercising zoning power establish and consider such factors in the form of substantive standards for zoning decisions. That subsection provides:

[E]ach local government shall adopt standards governing the exercise of the zoning power, and such standards may include any factors which the local government finds relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property. Such standards shall be printed and copies thereof shall be available for distribution to the general public.

In keeping with the foregoing statutory requirement, the City of Brunswick has adopted the following substantive standards to govern its zoning decisions:

**A. A PROPOSED ZONING CLASSIFICATION OR CONDITIONAL USE REQUEST SHOULD BE COMPATIBLE WITH EXISTING USES AND ZONING OF ADJACENT AND NEARBY PROPERTY, AND ``SPOT ZONING'' SHOULD ALMOST ALWAYS BE REJECTED.**

(1) Would the proposed rezoning create an isolated district unrelated to adjacent and nearby districts?

(2) Is the proposed rezoning a logical extension of a zoning boundary which would improve the pattern of uses in the general area?

**B. A PROPOSED ZONING CLASSIFICATION SHOULD NOT DESTABILIZE THE SURROUNDING NEIGHBORHOOD.**

(1) Is the proposed zoning classification one which would promote integrity of the neighborhood and preserve its general character?

(2) Would the proposed rezoning precipitate similar rezoning requests which would generate or accelerate adverse land use changes in the neighborhood?

**C. A PROPOSED ZONING CLASSIFICATION SHOULD MAXIMIZE THE ECONOMIC VALUE OF THE SUBJECT PROPERTY WITHOUT DEPRECIATING THE VALUE OF ADJACENT AND NEARBY PROPERTY.**

(1) To what extent does the existing zoning classification depress the value of the subject property?

(2) To what extent would the proposed zoning classification result in appreciation of the value of the property?

(3) What effect does the existing zoning classification have on the values of adjacent and nearby property?

(4) What effect would the proposed zoning classification have on the values of adjacent and nearby property?

**D. A PROPOSED ZONING CLASSIFICATION SHOULD NOT HAVE AN ADVERSE EFFECT ON TRAFFIC FLOW, TRAFFIC SAFETY OR POPULATION DENSITY.**

(1) Is there adequate public or private parking for the proposed use and other uses permitted within the classification?

(2) Would such uses create any problem of traffic congestion in the area?

(3) Would such uses create any traffic safety problem with regard to ingress and egress, visibility or otherwise?

(4) Would such uses necessitate changes in streets or sidewalks or traffic signage or signalization?

(5) Would such uses contribute to an undesirable level of population density?

(6) Would such uses substantially conflict with existing density patterns in the neighborhood?

**E. A PROPOSED ZONING CLASSIFICATION SHOULD NOT HAVE ADVERSE ENVIRONMENTAL IMPACT.**

(1) Would the proposed use or other uses permitted within the classification create noise, dust, smoke or odors?

(2) Would such uses affect air quality or water quality and quantity?

(3) Would such uses create problems with drainage or soil erosion and sedimentation?

(4) Would such uses aggravate problems with flood damage control?

(5) Would such uses aggravate waste disposal problems?

**F. A PROPOSED ZONING CLASSIFICATION SHOULD NOT HAVE ADVERSE AESTHETIC EFFECTS.**

(1) Would the proposed rezoning lead to removal of existing vegetation?

(2) Would the proposed use incorporate new planting?

(3) Would the proposed use necessitate unattractive structures or result in removal or alteration of historic structures?

(4) Would the proposed use be visually compatible with the surrounding neighborhood?

(5) Would the proposed use include machinery or work visible from the street or neighboring property?

(6) Would the proposed use be adequately separated from conflicting uses by an appropriate buffer?

**G. A REZONING SHOULD NOT RESULT IN COSTS TO THE PUBLIC DISPROPORTIONATE TO TAX REVENUES GENERATED BY THE PROPOSED USE.**

(1) Would the rezoning increase the cost of government in providing public utilities, schools, streets, police and fire protection, etc.?

(2) What additional public facilities would be required?

(3) To what extent would such increased costs be offset by increased tax revenues?

**H. THE SUBJECT PROPERTY SHOULD BE SUITABLE FOR THE ZONED PURPOSES.**

(1) Is the property suitable for uses within the existing zoning classification?

(2) Has the property been vacant as zoned, and if so, for what period or periods of time?

(3) Are there substantial reasons why the property cannot be economically used in accordance with existing zoning?

(4) Would the proposed rezoning benefit the general public in any way?

(5) Would the proposed rezoning conform to or diverge from the comprehensive land use plan?

\* \* \*

It is obvious that the foregoing standards are very general, not at all specific, and that the public and private interests cannot be balanced with mathematical certainty in a zoning decision. Moreover, particular zoning issues which may arise, considered in context, may suggest concerns in addition to the foregoing standards and further questions which will need to be addressed by the Commission. It can only be said that any zoning decision, to be lawful, must be based on a relative gain to the public, as compared to the hardship imposed upon private parties. Such decisions must never be based simply upon the numbers of supporters or opponents or other political factors without consideration of the standards.

*(excerpt from addendum that was added to the zoning ordinance by the City Commission on April 5, 1989)*

## Appendix B – General Residential Code

### ARTICLE VI. - GR GENERAL RESIDENTIAL DISTRICT

#### Sec. 23-6-1. - Intent of district.

It is the intent of this article that the GR zoning district be developed and reserved for medium to high-density residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable, healthy environment for several different types of dwellings and to discourage unwarranted encroachment of commercial, industrial or other uses capable of adversely affecting the residential character of the district.

(Ord. No. 1006, § 1, 11-19-2008)

#### Sec. 23-6-2. - Permitted uses.

The following uses shall be permitted in any GR zoning district:

- (a) All uses permitted in the R-9 residential district as shown in section 23-4-2.
- (b) Accessory use in compliance with the provisions of sections 23-3-17 and 23-3-18.

(Ord. No. 1006, § 1, 11-19-2008)

#### Sec. 23-6-3. - Conditional uses.

The following uses may be permitted in any GR zoning district subject to the provisions set forth in section 23-25-4.

- (a) All conditional uses permitted in the R-9 residential district as set forth in section 23-4-3 except cemeteries.
- (b) Public or private care homes, provided that such facilities must receive the written approval of the Glynn County Board of Health, a copy of which shall be retained in the files of the building official, and provided that such use conforms with the provisions of section 23-18-4 pertaining to care homes.
- (c) Two-family dwelling, including patio dwelling.
- (d) Multi-family dwelling.
- (e) Townhouse dwelling.
- (f) Group dwelling.
- (g) Boarding house.
- (h) One-family dwelling, attached.

(Ord. No. 1006, § 1, 11-19-2008)

#### Sec. 23-6-4. - Other requirements.

Unless otherwise specified elsewhere in this chapter, uses permitted in GR zoning districts shall be required to conform to the following standards:

- (a) *Minimum lot area:*

One-family residence:	4,500 square feet
One-family residence in the Old Town Brunswick Historic Preservation District:	8,100 square feet (except those blocks between Wolfe Street and Norwich Lane and between F and H Streets are to remain at the 4,500 square foot minimum)
Two-family residence:	5,400 square feet
Group dwelling:	5,400 square feet
Townhouse dwelling:	6,000 square feet
Multi-family dwelling:	6,000 square feet
Other principle use:	6,000 square feet

(b) *Minimum lot area per dwelling unit:* The minimum area per dwelling unit on a lot shall not be less than indicated by dwelling unit type on the following schedule:

One-family residence:	4,500 square feet
Two-family residence:	2,700 square feet
Group dwelling:	Not applicable
Townhouse dwelling:	1,800 square feet
Multiple-family dwelling:	According to the following table:

See Table A on next page

TABLE A

Lot Area Square Footage Required for Multiple-Family Dwelling Units				
<i>Unit Type</i>	<i>One-Story</i>	<i>2-Story</i>	<i>3-Story</i>	<i>4 or More</i>
Efficiency	2,000	1,435	1,410	1,240
One-bedroom	2,000	1,775	1,625	1,438
Two-bedroom	2,650	2,475	2,125	1,825
Three-bedroom	3,525	3,175	2,653	2,200
Four or more bedrooms	4,375	3,975	3,492	2,725
Other principal use	Not applicable			

- (c) *Maximum dwelling units per net acre:* The maximum number of dwelling units per acre shall not exceed the number indicated by dwelling unit type on the following schedule. In instances where the permitted figure is determined to include a fraction, the lesser round number shall apply:

One-family residence:	Nine dwelling units			
Two-family residence:	16 dwelling units			
Group dwelling:	Not applicable			
Townhouse dwelling:	24 dwelling units			
Multiple-family dwelling:	According to the following table:			
See Table B on next page				
TABLE B				
Permitted Multiple-family Dwelling Units per Net Acre by Unit Type				
<i>Unit Type</i>	<i>One-Story</i>	<i>2-Story</i>	<i>3-Story</i>	<i>4 or More</i>
Efficiency	21	30	30	35
One-bedroom	21	24	26	30
Two-bedroom	16	17	20	23
Three-bedroom	12	13	16	19
Four or more bedrooms	9	10	12	15
Other principal use	Not applicable			

- (d) *Minimum lot width:*

One-family dwelling:	45 feet
Two-family dwelling:	60 feet
Group dwelling unit:	60 feet
Townhouse dwelling:	60 feet
Multiple-family dwelling:	60 feet
Other principle use:	60 feet measured from the nearest street right-of-way line

- (e) *Minimum front yard:* 15 feet.



- (f) *Minimum side yard:* Five feet on each side and total no less than 20 percent of the lot width.
- (g) *Minimum rear yard:* Ten feet.
- (h) *Maximum building height:*

One-family residence:	35 feet
Two-family residence:	35 feet
Group dwelling:	60 feet, subject to the approval of the fire chief
Multiple-family dwelling:	60 feet, subject to the approval of the fire chief
Other principle use:	60 feet, subject to the approval of the fire chief

(Ord. No. 1006, § 1, 11-19-2008)

## **Appendix D – Application**

(Original application included on next page)



# CITY OF BRUNSWICK, GEORGIA

## APPLICATION FOR REZONING

# RZ

**APPLICANT:** After completely reading this form, the applicant will answer each item as completely as possible. Please print or type. The Planning Staff will assist you if necessary.

This is a request for a **REZONING** to the Official Zoning Ordinances of the City of Brunswick. Please read Article XXIII of Zoning Ordinance which applies to your proposal.

- Applicant (Your Name): Charles Lewis Daytime Phone: 767 6994 Email: PastorCTLewis@gmail.com  
Mailing Address 1321 Sheridan Bay Dr Ruskin, FL zip: 33570
- Location of Property forming the basis for this text amendment: Brunswick, GA  
Street 2110 Atlanta Ave, Tax Map and Parcel Number: 01-02622  
2020 Atlanta Ave. 01-02623
- Is this rezoning due to annexation?  YES  NO
- Total Parcel area (indicate square feet or acres): each parcel 10,500 square Feet/Acres
- Present Zoning: R-6 Abutting zones (list all zones that touch the parcel): GR, GC, OC
- Proposed Zoning: GR
- Are any special use(s), variance(s), covenant(s), or prior rezoning(s) present on the parcel?  
 YES  NO If 'YES', list ALL and date: \_\_\_\_\_
- The following data shall be attached as applicable:  
 Petition signed by Property Owner or agent requesting the Rezoning.  
\_\_\_\_\_  
Full text of the proposed amendment in the format of the ordinance it is intended to amend.
- Reasons for the rezoning request: To allow for one or two family dwelling
- Do you have legal possession of the parcel(s) proposed for this zoning text amendment?  YES  NO  
(If 'NO' then this application cannot be processed until an application is received for all parcels intended to be affected by the text amendment and legal authorization provided.)
- Owner's Name (If different from Applicant\*): Lewis North Properties, LLC  
Address: 1321 Sheridan Bay Dr. Ruskin, FL zip: 33570 Daytime Phone: 813 767 6994 (\*if applicant is different from Owner, a legal authorization to represent the Owner must be attached to this application.)

I understand that the City of Brunswick will not process this application until I have submitted **ALL** required materials on or before the date of the approved schedule, which shall be **not less than 20 days prior to the regularly scheduled and advertised monthly meeting of the Planning and Appeals Commission.** The PAC meets on the Second Wednesday of each month at 5:15 PM in Commission Chambers, Old City Hall. The recommendation of the Planning Commission is forwarded to City Commission for their review at the next regularly scheduled meeting following the PAC meeting.

Signed: Charles T. Lewis Date: 6/17/21

(Printed Name: CHARLES T. LEWIS)

Lewis North Properties, Inc.  
1321 Sheridan Bay Drive  
Ruskin, FL 33570

June 17, 2021

City Of Brunswick  
Attn: John Hunter  
Director, Planning Development & Codes  
P.O. Box 550  
Brunswick, Georgia 31521-0550

Dear Mr. Hunter:

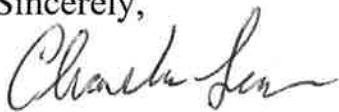
I am writing this letter to petition the City of Brunswick to rezone two adjacent parcels of land in Brunswick, Georgia from R6 to GR. Both these homes are owned by Lewis North Properties, LLC, a partnership owned by Jerry North and myself. These two homes are located at 2110 Atlanta Avenue and 2020 Atlanta Avenue in Brunswick.

Jerry North has lived at the home located at 2020 Atlanta Avenue almost his entire life as the home was built by his parents. The home located next door at 2110 Atlanta Avenue was built by his aunt and his uncle. We purchased this home from their daughter in 2016 who had inherited it from them. This home was originally built with an upstairs apartment that includes a kitchen. It is our desire to rezone this property and rent it out as two separate units. It is very possible that in a few years when I retire that I will live in one unit and rent out the other unit.

Although I am not extremely familiar with zoning laws, this change appears to be consistent with the zoning of other nearby properties. The back door neighbors are on Gloucester Street and appear to be zoned commercial. The neighbor to the west is zoned GR and the neighbor to the east is GC.

I have completed and forwarded an application for rezoning with this letter. I can be reached at either (813) 767-6994 or [pastorctlewis@gmail.com](mailto:pastorctlewis@gmail.com) if you have additional questions or need additional information.

Sincerely,



Charlie Lewis  
Lewis North Properties, Inc.

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### ANNUAL REGISTRATION

\*Electronically Filed\*

Secretary of State

Filing Date: 2/22/2021 2:33:29 PM

#### BUSINESS INFORMATION

<b>CONTROL NUMBER</b>	16034908
<b>BUSINESS NAME</b>	Lewis North Properties, LLC
<b>BUSINESS TYPE</b>	Domestic Limited Liability Company
<b>EFFECTIVE DATE</b>	02/22/2021
<b>ANNUAL REGISTRATION PERIOD</b>	2021

#### PRINCIPAL OFFICE ADDRESS

<b>ADDRESS</b>	2020 Atlanta Avenue, Brunswick, GA, 31520, USA
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#### REGISTERED AGENT

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
Jerry North	2020 Atlanta Avenue, Brunswick, GA, 31520, USA	Glynn

#### AUTHORIZER INFORMATION










<b>AUTHORIZER SIGNATURE</b>	Charles T Lewis
<b>AUTHORIZER TITLE</b>	Authorized Person



**Overview**



**Legend**

-  Parcels
- Yearly Sales**
-  2015
-  2016
-  2017
-  2018
-  2019
-  2020
-  2021
- Roads**
-  Lakes and Rivers

<b>Parcel ID</b>	01-02623	<b>Owner</b>	LEWIS-NORTH PROPERTIES LLC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Residential		2020 ATLANTA AV	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	01-Brunswick		BRUNSWICK, GA 31520	12/18/2018	\$65000	n/a	U
	BRUNSWICK	<b>Physical Address</b>	2020 ATLANTA AV	n/a	0	n/a	n/a
<b>Acres</b>	0.24	<b>Market Value</b>	\$64900				

Date created: 6/14/2021  
 Last Data Uploaded: 6/12/2021 4:33:28 AM

Developed by  Schneider  
 GEOSPATIAL

Borrower Jerry North/Lewis North Properties, LLC  
 Property Address 2020 Atlanta Ave  
 City Brunswick County Glynn State GA Zip Code 31520  
 Lender/Client PRIMESOUTH BANK Address 710 Gloucester Street, Brunswick, GA 31520

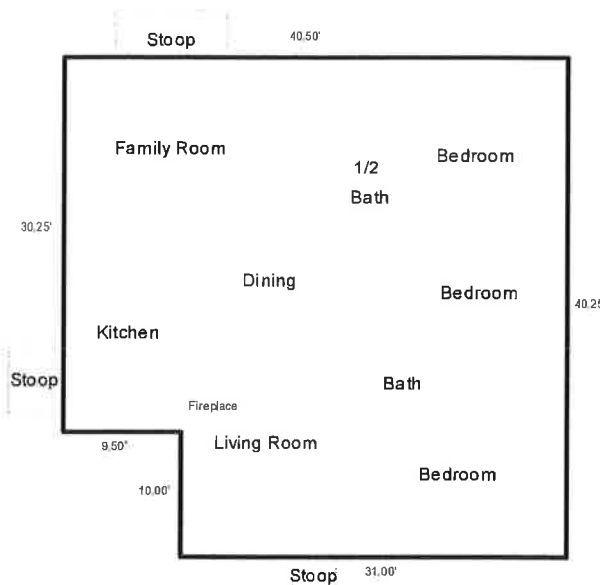
ALFORD APPRAISAL SERVICES  
 (912) 634-5660



Detached Workshop  
 15' X 16'



Carport  
 10' X 20'












SKETCH CALCULATIONS		Perimeter	Area
	A1 : 40.5 x 30.3 =		1225.1
	A2 : 31.0 x 10.0 =		310.0
First Floor			1535.1
<b>Total Living Area</b>			<b>1535.1</b>



**Overview**



**Legend**

-  Parcels
- Yearly Sales**
-  2015
-  2016
-  2017
-  2018
-  2019
-  2020
-  2021
- Roads**
-  Lakes and Rivers

<b>Parcel ID</b>	01-02622	<b>Owner</b>	LEWIS NORTH PROPERTIES LLC	<b>Last 2 Sales</b>			
<b>Class Code</b>	Residential		2020 ATLANTA AV	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	01-Brunswick		BRUNSWICK, GA 31520	5/6/2016	\$15000	n/a	U
	BRUNSWICK	<b>Physical Address</b>	2110 ATLANTA AV	8/30/2010	0	ESTATE	U
<b>Acres</b>	0.24	<b>Market Value</b>	\$105300				

Date created: 6/14/2021  
 Last Data Uploaded: 6/12/2021 4:33:28 AM

Developed by  Schneider  
 GEOSPATIAL



## **Appendix F – Correspondence from the public**

**OFFICIAL MINUTES**  
**COMMISSION OF THE CITY OF BRUNSWICK, GEORGIA**  
**REGULAR SCHEDULED MEETING**  
**WEDNESDAY, SEPTEMBER 15, 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/91587047070>

**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 Martin

**PLEDGE OF ALLEGIANCE:** Recited by Mayor Pro Tem Harris

**INTRODUCTION**

1. Introduction of the Director of Neighborhood and Community Services. (*R. McDuffie*)  
City Manager McDuffie announced Sabrina Nixon as the new Director of Neighborhood and Community Service and stated Ms. Nixon would begin work on October 4, 2021.

~ *No action required informational only.* ~

**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*)  
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 Coastal Incentive Grant Agreement with Georgia Department of Natural Resources for East Brunswick Tide Control. (*G. Albersson*)  
Mayor Pro Tem Harris made a motion to approve the above-referenced agreement; seconded by Commissioner Martin. Motion passed unanimously by a vote of 5 to 0.
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. Albersson*)  
Commissioner Cason made a motion to approve the above-referenced agreement in the amount of \$98,580; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.
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*)  
Commissioner Williams made a motion to approve the above-referenced resolution; seconded by Commissioner Cason. Motion passed unanimously by a vote of 5 to 0.
6. Consider Approval of COVID Vaccination Incentive. (*R. McDuffie*)  
Commissioner Martin made a motion to defer the above-referenced agenda item until the October 6, 2021 commission meeting. Motion failed due to a lack of a second.  
Commissioner Williams made a motion to approve the above-referenced COVID vaccination incentive of \$500 for city employees; seconded by Mayor Harvey.

Mayor Harvey called for a vote from City Clerk Atkinson:

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

Motion passed by a vote of 3 to 2; with Commissioner Cason and Commissioner Martin voting no.

- 7. Consider Approval of FY 2021/2022 Budget – Expenditures for Improvements at Old City Hall/City Hall. (R. McDuffie)

Commissioner Williams made a motion to approve above-referenced expenditures and have City Manager McDuffie proceed with researching cost for audio, video, and internet capabilities for Old City Hall; 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)**

- 8. Discussion - Revisions to the City of Brunswick Mary Ross Dock Ordinance and Regulations.

It was the consensus of the commission to have City Attorney Corry proceed with revisions/ regulations for Mary Ross Waterfront Park and bring back before the commission at a later date.

**EXECUTIVE SESSION**

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

**RECONVENE FROM EXECUTIVE SESSION**

Commissioner Williams made a motion authorizing Mayor Harvey to sign settlement agreement with Georgia Outdoor LLC; seconded by Commissioner Martin. Motion passed unanimously by a vote of 5 to 0.

Commissioner Williams made a motion to commence with legal action in regard to 2400 Reynolds Street; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

Commissioner Williams made a motion to adjourn; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

**MEETING ADJOURNED** – *meeting adjourned at 8:44 p.m.*

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

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



INTEROFFICE MEMORANDUM

DATE: September 24, 2021

TO: Honorable Mayor and Commissioners  
City of Brunswick  
Brunswick, GA

FROM: Kathy D. Mills, CPA, Finance Director

SUBJECT: Financial Reports as of August 31, 2021 16.67%

**General Fund  
31-Aug-21  
Cash Basis**

	Monthly	Year to Date	% of Budget	Amended Budget	% (over)under Budget	
Revenues	960,553	1,730,983	9.97%	17,365,507	6.70%	-90.03%
Expenditures	1,032,077	2,374,184	13.67%	17,365,507	2.99%	-86.33%
Net Revenues & Expenditures	(71,524)	(643,201)				

Cash Balance Total	\$4,842,774	1,091,493	Primesouth	3,451,005	GA Fund One
				300,276	GA Fund One-Perry Park (included in total)

	LOST	LOST YTD	TAVT*	TAVT* YTD
Aug-21	781,267	1,561,482	40,514	74,051
Aug-20	606,086	1,230,265	28,214	52,421
Increase (Decrease)	175,181	331,217	12,300	21,630
	28.90%	26.92%	43.60%	41.26%

\*Title Ad Valorem Tax

**Capital Projects - SPLOST VI**  
**As of August 31, 2021**  
**(04/01/2017-09/30/2020)**

	Total Expended as of 08/31/2021	Reimbursements Received	City Expended as of 08/31/2021	Original Budget Amount	Amended Budget Amount	Remainder (Overage)
Highways and Streets	6,336,685	2,422,013 *	3,914,672	4,627,750	4,627,750	713,078
Sidewalk Replacement/Upgrades	562,776	50,000 ****	512,776	432,500	482,500	(30,276)
Storm Drainage Improvements	2,555,974	232,902 **	2,323,072	3,243,750	4,551,750	2,228,678
Mary Ross Park Development	513,902	0	513,902	821,750	821,750	307,848
Highway 17 Infrastructure	109,434	43,000 *****	66,434	215,107	215,107	148,673
Wayfindings & Gateways	0	0	0	259,500	259,500	259,500
Trails	380,144	107,971 ***	272,173	346,000	346,000	73,827
Cemetery Restoration/Renovation	67,672	0	67,672	259,500	259,500	191,828
Brunswick Police Department Vehicles (15)	466,021	0	466,021	540,625	540,625	74,604
Brunswick Fire Department Fire/Rescue	65,222	0	65,222	64,875	65,222	0
Subscriber Radios for E911	469,009	0	469,009	431,357	431,357	(37,652)
Fire Department Pumper Trucks (2)	849,778	0	849,778	562,183	849,778	0
Fire Station 1 Improvements	413,971	0	413,971	346,000	346,000	(67,971)
Historic Squares	52,330	0	52,330	86,500	86,500	34,170
Park Rehabilitation (Palmetto, Orange, etal)	130,815	0	130,815	389,225	389,225	258,410
Sidney Lanier Park Improvements	274,229	0	274,229	519,000	519,000	244,771
Overlook Park Improvements	136,473	0	136,473	103,800	103,800	(32,673)
Howard Coffin Park Improvements	288,036	3,000 *****	285,036	431,357	431,357	146,321
Roosevelt Harris Center Improvements	191,668	0	191,668	151,375	191,668	0
	13,864,139	2,858,886	11,005,253	13,832,154	15,518,389	4,513,136

\* \$256,772 from DOT & \$2,165,241 from JWSC

\*\* \$232,902 from Glynn County

\*\*\* \$74,971 from DNR Trail Grant & \$33,000 from GRCR

\*\*\*\* \$50,000 from DOT

\*\*\*\*\* \$3,000 Contribution from Golden Isles Track Club for fountains

\*\*\*\*\* \$43,000 from GADOT Highway 17

**TOTAL CASH ON HAND \$5,125,956**  
**Unallocated Funds:**  
 Overage in Collections  
 GA DCA Aviation Fuel Tax  
 Interest Earned

(1) Original budgeted tax collection \$13,832,154

Actual collections through 7/31/2021	15,717,307
Collections in excess of budgeted	\$1,885,153
Paid back to GF	(328,235)
Allocated to Stormwater Improvements	(1,308,000)
Allocated to Sidewalk Replacement & Upgrades	(50,000)
Unallocated overage in Collections	198,918 (1)

## SPLOST V

## Capital Projects: SPLOST V

	<u>8/31/2021</u>
Cash Primesouth	\$ 3,215
Cash GA Fund One	1,353,073
Balance Available @ 08/31/2021	\$ <u>1,356,288</u>

## Norwich Street Commons Fund

	YTD f/yle 6/30/2022	Total since inception
Original Balance (Sale of Property 05/13/13)	0	487,500
Demolition Fees	0	8,049
Interest Income	26	17,264
<b>Revenues</b>	<u>26</u>	<u>512,813</u>
	YTD f/yle 6/30/2022	Total since inception
<b>Expenditures</b>		
Demolition Projects	0	40,012
Infrastructure	0	130,546
Police Substation	0	6,750
<b>Expenditures</b>	<u>0</u>	<u>177,308</u>
Net as of August 31, 2021	26	<u>335,505</u>
Cash Primesouth	\$ 739	
Cash GA Fund One	334,766	
Cash Balance Available @ August 31, 2021	\$ <u>335,505</u>	

	YTD f/yle 6/30/2022	
	<u>Cash Basis</u>	
	<u>421,257</u>	
<b>Total Budget:</b>	\$	
Revenue FYTD		
Grants	43,744	
Transfer from General Fund	15,000	
Program Income	2,325	
Contributions	7,455	
Interest Income	32	Percent of Budget
Sale of Equipment	-	
Total Inflows	\$ <u>68,556</u>	16.27%
Expenditures FYTD	<u>48,278</u>	11.46%
Net	\$ <u>20,278</u>	
Cash Balance @ 08/31/2021	\$ <u>15,081</u>	

**Sanitation Fund:**

**Year Ending 06/30/2022**

	<u>Year to Date</u>
Sanitation Billing	237,325
Franchise Fees	5,015
Bad Debt - recovery	-
Interest Earned (Funds)	280
Penalties & Interest Earned	622
Bad Debt - recovery	-
DNR Reimbursements	-
Transfer in for T Street Landfill	-
<b>Total Revenue (YTD)</b>	<b>243,242</b>
Operating Exp. YTD:	275,712
Depreciation YTD	-
Bad Debt - write off	-
Other Landfill Expenses	-
Payment to T Street Landfill Site Cleanup	-
<b>Total Expense (YTD)</b>	<b>275,712</b>
<b>Operating Income (Loss)</b>	<b>(32,470)</b>
Cash Balance Primesouth	13,785
Cash Balance GA Fund One	276,729
<b>Total Cash on Hand @ 08/31/2021</b>	<b>290,514</b>
Primesouth Restricted for Landfill	193,653

<b>Sanitation Bills</b>		
	<b>August 2021</b>	<b>YTD</b>
Trash Pickup	127,448	254,994
Illegal Refuse Clean Up	4,410	11,104
Street Sweeping	0	13,654
	<u>131,858</u>	<u>279,752</u>

<b>STORMWATER UTILITY FUND:</b>	<u>6/30/2022 (YEAR TO DATE)</u>
Stormwater Utility Fees	8,225
Interest Earned	420
Penalties & Interest	156
<b>Total Inflows</b>	<b>8,801</b>
Operating Expenditures	88,365
<b>Total Outflows</b>	<b>88,365</b>
<b>Net</b>	<b>(79,564)</b>

Cash Balance @ 08/31/2021	\$365,908
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**ADDITIONAL INFORMATION-FOR THE MONTH OF JULY 2021**

	<u>AUGUST 2021</u>	<u>YTD</u>
<b>Animal Control Expenses</b>	0	0
<b>Traffic Control Expenses</b>	0	0
<b>Recreation Dept. Expenses</b>		
(facilities managed by County)		
Building	0	0
Aquatics	0	0
Equipment	0	0
Subsidized Fees	0	0



# Roosevelt Lawrence Center

Account	Account Description	Aug-21 Transactions	YTD Transactions
<b>Fund 100 - General Fund</b>			
<b>Function 6130 - Neighborhood &amp; Community Service</b>			
<b>51</b>			
51-1100	Salaries & Wages	6,147.45	14,090.28
51-1200	Temporary Employees	645.75	3,226.50
51-1300	Overtime	532.51	2,019.30
51-2100	Group Insurance	485.00	970.00
51-2200	FICA	448.16	1,166.87
51-2300	Medicare	104.82	272.36
51-2400	Pension	.00	.00
<b>51 - Totals</b>		<b>\$8,363.69</b>	<b>\$21,745.31</b>
<b>52</b>			
52-2300	Rentals	44.00	88.00
52-3200	Communications	.00	.00
52-3201	Cable	151.41	284.33
52-3205	Telephone	.00	46.71
52-3600	Dues and Fees	78.53	78.53
<b>52 - Totals</b>		<b>\$273.94</b>	<b>\$497.57</b>
<b>53</b>			
53-1135	Custodial Supplies	.00	.00
53-1210	Water/Sewerage	173.28	173.28
53-1230	Electricity	1,661.78	1,661.78
53-1300	Food/Misc	.00	71.95
53-1600	Small Equipment	738.00	738.00
53-1700	Other Supplies	(432.15)	(432.15)
<b>53 - Totals</b>		<b>\$2,140.91</b>	<b>\$2,212.86</b>
<b>54</b>			
54-2300	Furniture and Fixtures	.00	.00
<b>54 - Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Function 6130 - Neighborhood &amp; Community Service Totals</b>		<b>\$10,778.54</b>	<b>\$24,455.74</b>
<b>Reporting Category 6100 - Recreation Totals</b>		<b>\$10,778.54</b>	<b>\$24,455.74</b>
<b>EXPENSE TOTALS</b>		<b>\$10,778.54</b>	<b>\$24,455.74</b>





**SUBJECT: Designation of G Street as an Honorary Street for Rev. Dr. Julius C. Hope**

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**COMMISSION ACTION REQUESTED ON: 10/6/21**

**PURPOSE:** Designation of G Street as an Honorary Street for Rev. Dr. Julius C. Hope

**HISTORY:** In 2017, the Mayor and Commission began allowing the designation of “Honorary Streets”. The process of changing a street name is lengthy, requires agreement of more than 50% of property owners, and can be disruptive to residents and businesses. The Mayor and Commission believed that by creating the “Honorary Street” designation, the contribution of Brunswick citizens to the history and culture of the city could be recognized and celebrated.

In 2019, an application for changing the name of G Street to J.C. Hope Street was submitted to the Planning Department but failed to meet the 50% requirement. Mayor Harvey has asked staff to prepare for consideration a resolution for the designation of G Street as an Honorary Street for Rev. Dr. Julius C. Hope.

**FACTS AND ISSUES:** Rev. Dr. Julius Caesar Hope Sr. was born on September 6, 1932 in Plateau, Alabama to Rev. Robert L. Hope Sr. and Zeola King. A Baptist minister, Rev. Hope would go on to become a prominent civil rights leader in Brunswick, Macon, and Detroit, Michigan.

Rev. Hope focused on the pillars of public servitude, which include social equity, economy, efficiency of programs and services, and the effectiveness of the implementation of said pillars for the betterment of all people. Rev. Hope tirelessly advocated for equal access to jobs, housing, food security, and equal representation.

Rev. Dr. Hope settled in Brunswick in the late 1950s and immediately recognized that the perceived silence of the African American community did not equate to satisfaction or content in their treatment. As Rev. Hope became integrated into the community, he went onto become the President of Brunswick’s NAACP chapter and immediately conducted needs assessment for the African American community. One of Rev. Hope’s methods of addressing these needs was non-violent protest to effect change.

Rev. Hope was a proven organizer and master of interpersonal relationships, who used laws, rules, and regulations to expose and correct the unfair and insidious treatment of African Americans post-Civil Rights Act of 1964. One notable example includes access to public pools on Jekyll Island, in which African Americans were regularly told “they could not use the pools, as they were getting watered.” However, once the pool opened African Americans could use them and they had the right to wait all night for the pool to open. Rev. Hope did just that with various outcomes in mind, which included: The African American patrons would be the first

patrons to enter the pool and the dismay of non-Black patrons would expose that racism still had a long way to go; If the pool remained close, even passed typical operating hours, the establishment would lose customers and revenue; If the establishment refused to let in African American patrons, then the Brunswick NAACP had a case (violation of the Civil Rights Act of 1964)

Rev. Dr. Hope (like his predecessors) made non-violent “silence” strategic, by “picking out the good and leaving the bad”. Such examples included writing letters to local business, organizations, City and County Commissioners, discussing the needs of the African American community. These letters were well received by the recipients. Rev. Hope attributed this to establishing a common ground, rather than making demands, as a relationship is about “some give, and some take” to move on a make progress. Rev. Hope emphasized the means of communication, rather than strictly focusing on the end-goal. When all communication fails you then move onto the next best thing, which make non-violent protest so powerful – as they are the open thoughts, formed by a collective, forcing people to confront what they may choose not to see....

Rev. Hope would go on to becoming the first African American to run for public office in Brunswick (City Commissioner) and win the democratic primary in 1964, running on the slogan *Honest, Dedicated, Prepared*. By 1966, Rev. Hope was elected President of the Georgia State Conference of the NAACP from 1966 until 1978 when he became the Director of Religious Affairs for the National NAACP.

**BUDGET INFORMATION:**

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**OPTIONS:**

- Pass resolution to designate G Street as “Rev. Dr. Julius C. Hope Honorary Street.”
- Do not pass resolution to designate G Street as “Rev. Dr. Julius C. Hope Honorary Street.”

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**DEPARTMENT:** PDC

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Prepared by: John Hunter, Director

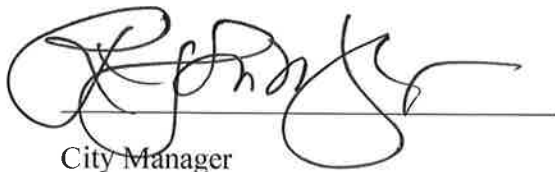
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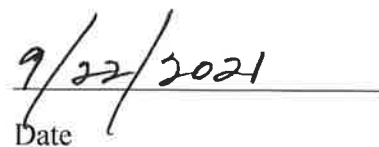
**ADMINISTRATIVE COMMENTS:**

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**ADMINISTRATIVE RECOMMENDATION:**

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City Manager

  
Date



**RESOLUTION NO. 2020-\_\_**

**RESOLUTION TO DESIGNATE G STREET AS REV. DR. JULIUS C. HOPE HONORARY STREET**

**WHEREAS**, the City of Brunswick intends to honor citizens who have contributed their gifts to the history and culture of our community;

**WHEREAS**, the City Commission recognizes that the late Rev. Dr. Julius C. Hope was a force for non-violent change at a pivotal point in our communities and nations history;

**WHEREAS**, Rev. Dr. Julius C. Hope led our community in coming together by working with local businesses, organizations, and local government to insure that common ground was found and progress was made to advance Civil Rights in Brunswick and Glynn County;

**BE IT HEREBY RESOLVED**, by the Board of Commissioners for the City of Brunswick, that by passage of this Resolution the Board of Commissioners for the City of Brunswick do designate G Street to be Rev. Dr. Julius C. Hope Honorary Street in recognition of the great work and legacy of Rev. Dr. Hope, and all the good he has done in this City and around the world.

**NOW, THEREFORE BE IT FUTHER RESOLVED**, that this resolution be effective upon adoption.

This 6th day of October, 2021.

**CITY OF BRUNSWICK, GEORGIA**

\_\_\_\_\_  
Cornell L. Harvey, Mayor

Attest: \_\_\_\_\_  
Naomi Atkinson, City Clerk



**SUBJECT: MAGNOLIA PARK ROADWAY AND UTILITY IMPROVEMENTS –  
PHASE II - CONSTRUCTION CONTRACT**

---

**COMMISSION ACTION REQUESTED ON:** October 6, 2021

**PURPOSE:**

Approval of a contract for construction of the remaining phases of the Magnolia Park Roadway and Utility Improvements project to improve storm drainage and roadway conditions within the Magnolia Park residential neighborhood in Brunswick.

**HISTORY:**

Magnolia Park is a residential neighborhood of approximately 215 houses located north of Brunswick High School between Altama Avenue and Habersham Street in Brunswick. There are approximately 2.3 miles of roadway in the neighborhood. The main thoroughfare of the neighborhood, Tara Lane, is a heavily travelled roadway between Altama and Habersham. Most of the roadways in the neighborhood are in very poor shape. The asphalt is failing at many locations to the point that asphalt patches are no longer effective.

Storm drainage within the neighborhood is accomplished via interior ditches which drain from behind the houses, through a storm pipe system to perimeter ditches. Storm drain inlets along the roadway collect the storm drain runoff at the locations where the storm pipes cross underneath the roadway. Many of these storm pipes are undersized or failing due to age and condition, so the storm drainage system does not function properly. This leads to flooding in roadways, ditches, and many residential yards.

The water distribution system consists of water main lines throughout the subdivision with water service laterals to each residence. Like the storm drainage system, the water system is aged and in need of upgrade and replacement to avoid failure resulting in loss of water service as well as additional roadway excavation and patching.

**FACTS AND ISSUES:**

The roadway, storm drainage, and water utility improvements for Magnolia Park were designed by EMC Engineering Services. The design includes new storm drainage inlets and pipes to capture and convey the storm water runoff out of the roadways and toward the perimeter ditches. The roadways within the neighborhood will be reconstructed, and the water mains and service laterals will be replaced. The water utility portion of the project includes replacement of the

water main along each of the streets within the neighborhood as well as replacement of water service laterals to each residence.

The total project was advertised for construction and bids were received in 2020. The total cost of the storm drainage and roadway improvement portion of the project exceeded the City's available funding at the time. Therefore, the City elected to complete the project in phases. Phase I consisted of storm drainage and roadway improvements on Pinewood Ave, Woodland Way (N), Cherry St., Formosa Ave., and Poinsettia Circle. The Phase I improvements are being completed by Georgia Asphalt Producers and are on schedule for substantial completion in October 2021.

The water system improvements for the entire subdivision are being completed as part of the Phase I contract. These water system improvements have been completed. Therefore, the Phase II contract will consist of roadway and storm drainage improvements only.

City staff has obtained additional funding to complete Phase II of the project. Phase II will consist of improvements on Peachtree St., Woodland Way (S), Tara Lane, and Habersham Street. The majority of the funding for Phase II improvements will come from a \$1.5M loan from the Georgia Transportation Infrastructure Bank (GTIB).

The Phase II storm drainage and roadway improvements have been advertised and construction bids have been received. The bid results are as follows:

Georgia Asphalt Producers	\$2,794,000.75
Seaboard Construction Co.	\$3,494,731.14

**BUDGET INFORMATION:**

The total contract value for Phase II improvements is \$2,794,000.75. As previously mentioned, the GTIB loan will be used to cover most of this cost (\$1.5 M). The remaining cost of approximately \$1.3 M will be paid from excess SPLOST VI funds for storm drainage (\$1.1M) and FY 23 LMIG funds (\$210,000).

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**OPTIONS:**

1. Authorize the Mayor to sign a contract with Georgia Asphalt Producers in the amount of \$2,794,000.75 for construction of the Magnolia Park Roadway and Utility Improvements – Phase II project.
  2. Do not authorize the Mayor to sign a contract with Georgia Asphalt Producers in the amount of \$2,794,000.75 for construction of the Magnolia Park Roadway and Utility Improvements – Phase II project.
  3. Take no action at this time.
- 

**DEPARTMENT RECOMMENDATION ACTION:**

Authorize the Mayor to sign a contract with Georgia Asphalt Producers in the amount of \$2,794,000.75 for construction of the Magnolia Park Roadway and Utility Improvements – Phase II project.

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**DEPARTMENT: Engineering**

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

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**ADMINISTRATIVE COMMENTS:**

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**ADMINISTRATIVE RECOMMENDATION:**

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Authorize the Mayor to sign a contract with Georgia Asphalt Producers in the amount of \$2,794,000.75 for construction of the Magnolia Park Roadway and Utility Improvements – Phase II project.

*Regina M. McDuffie*  
\_\_\_\_\_  
City Manager

09/28/2021  
\_\_\_\_\_  
Date

**ORIGINAL****Magnolia Park - Total****Phase II Bid Item Quantities**

Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
<b>Miscellaneous</b>					
1	Mobilization	JOB	LS	\$275,000.00	\$275,000.00
2	Grading Complete	JOB	LS	\$300,000.00	\$300,000.00
3	Remove and Replace Unsuitable Material	1500	CY	\$30.00	\$45,000.00
4	Traffic Control	JOB	LS	\$75,000.00	\$75,000.00
<b>Subtotal</b>					\$ 695,000.00
<b>Erosion and Sedimentation Control</b>					
1	Temporary Construction Exit	4	EA	\$4,000.00	\$16,000.00
2	Construct and Remove Inlet Sediment Trap	16	EA	\$1,000.00	\$16,000.00
3	Maintenance of Inlet Sediment Trap	16	EA	\$1,600.00	\$25,600.00
4	Temporary Silt Fence - NS	830	LF	\$3.00	\$2,490.00
5	Maintenance of Temp Silt Fence - NS	830	LF	\$3.00	\$2,490.00
6	Temporary Grassing	14660	SY	\$1.50	\$21,990.00
7	Permanent Grassing	14660	SY	\$2.25	\$32,985.00
<b>Subtotal</b>					\$117,555.00
<b>Storm Drainage</b>					
1	Storm Drain Pipe, 18" HDPE	638	LF	\$185.00	\$118,030.00
2	Storm Drain Pipe, 15" RCP	257	LF	\$155.00	\$39,835.00
3	Storm Drain Pipe, 18" RCP	128	LF	\$175.00	\$22,400.00
4	Catch Basin, Type A	11	EA	\$6,500.00	\$71,500.00
5	Storm Manholes	1	EA	\$5,800.00	\$5,800.00
6	Utility Interference Box w/ SS Modification	1	EA	\$18,500.00	\$18,500.00
7	Flared End Section	4	EA	\$1,500.00	\$6,000.00
8	Stone Dumped Rip Rap, Type 3, 18 Inch	24	SY	\$250.00	\$6,000.00
9	Underdrain Pipe, Incl Drainage Aggr 4"	1000	LF	\$65.00	\$65,000.00
10	Remove Existing Storm Line	575	LF	\$75.00	\$43,125.00
11	Remove Existing Storm Structure	9	EA	\$2,000.00	\$18,000.00
12	Clearing	JOB	LS	\$45,000.00	\$45,000.00
13	Remove and Replace Improvements	JOB	LS	\$185,000.00	\$185,000.00
<b>Subtotal</b>					\$644,190.00

**Magnolia Park - Total**

**Phase II Bid Item Quantities**

Item No.	Item Description	Est. Qty.	Unit	Unit Price	Total Price
<b>Roadway</b>					
1	Graded Aggr Base Crs (6 inch) (Woodland & Peachtree)	8,756	SY	\$18.00	\$157,608.00
2	Asphalt Conc 12.5 MM Superpave (2 Inch) (Woodland & Peachtree)	7,820	SY	\$12.15	\$95,013.00
3	Asphalt Conc Binder 19 MM Superpave (3 Inch) (Tara)	6,015	SY	\$18.20	\$109,473.00
4	Asphalt Conc 12.5 MM Superpave (1.5 inch) (Tara)	6,015	SY	\$9.10	\$54,736.50
5	Graded Aggr Base Crs (8 inch) (Tara)	6,620	SY	\$24.00	\$158,880.00
6	Habersham-Asphalt Conc 19 MM Superpave (3 Inch)	5,050	SY	\$18.20	\$91,910.00
7	Habersham-Binder 12.5 MM	5,050	SY	\$9.08	\$45,854.00
8	Habersham-1" Asphaltic Concrete Open Graded Crack Relief	5,050	SY	\$6.88	\$34,744.00
9	Bituminous Tack Coat	1,382	GAL	\$3.00	\$4,146.00
10	Adjust Tops of Existing Inlets, Manholes, and Valve Boxes	12	EA	\$500.00	\$6,000.00
11	Curb and Gutter, 18"	9,500	LF	\$16.50	\$156,750.00
12	Curb and Gutter, 24"	0	LF	0.00	0.00
13	Concrete Driveways (6")	1,885	SY	\$72.25	\$136,191.25
<b>Subtotal</b>					<b>\$1,051,305.75</b>
<b>Signing and Marking</b>					
1	Thermoplastic Solid Traf Stripe, 5" Yellow	3000	LF	\$3.50	\$10,500.00
2	Thermoplastic Solid Traf Stripe, 5" White	3600	LF	\$3.50	\$12,600.00
3	Thermoplastic Solid Traf Stripe, 24" White	350	LF	\$16.00	\$5,600.00
4	Remove and reinstall permanent traffic signs	13	EA	\$250.00	\$3,250.00
<b>Subtotal</b>					<b>\$31,950.00</b>
<b>PHASE II TOTAL</b>					<b>\$2,540,000.75</b>

Contingency (10% of project cost)

+ \$254,000.00

**TOTAL PROJECT COST**

**\$2,794,000.75**



SECTION 00500

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Brunswick, Georgia, hereinafter called "OWNER" and doing business as a \_\_\_\_\_ in the State of Georgia, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the MAGNOLIA PARK ROADWAY AND UTILITY IMPROVEMENTS – PHASE II and all other incidental work required by the Contract Documents for a complete project hereinafter called the "WORK". The "WORK" shall also include General and Special Conditions and the price included in the items in the CONTRACT and no separate payment will be made for same.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the preparation, demolition and completion of the WORK.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date indicated in the NOTICE TO PROCEED and will complete the project in **240 calendar days** unless the contract time is extended as provided in the General Conditions. A liquidated damage penalty will be assessed at a unit rate of \$1,000 per day for each day the work exceeds the allotted time unless a written extension request and justification for delays are submitted to the City and approved in writing by the City a minimum of (30) days prior to the contract deadline.
4. The CONTRACTOR agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of  
  
\$ \_\_\_\_\_

( \$ \_\_\_\_\_ ) or as shown in the Bid Form (00480).

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- 00100 Advertisement for Bids
- 00200 Instructions to Bidders
- 00450 Bid Bond
- 00480 Bid Form
- 00500 Agreement
- 00600 Performance Bond
- 00610 Payment Bond
- 00615 E-Verify and Oath
- 00620 Certificate of City of Brunswick's Attorney
- 00700 General Conditions
- 01600 Special Conditions
- 01700 Measurement and Payment
- 02100 Clearing
- 02200 Earthwork
- 02270 Erosion and Sedimentation Controls
- 02400 Storm Drainage
- 02485 Grassing
- 02600 Pavement
- 03300 Cast-in -Place Concrete
- 05500 Record Drawings

Addenda:                    No. \_\_\_\_\_, dated, \_\_\_\_\_  
                                      No. \_\_\_\_\_, dated, \_\_\_\_\_  
                                      No. \_\_\_\_\_, dated, \_\_\_\_\_

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Partial pay estimates shall be in accordance with the Supplementary Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) counterparts each of which shall be deemed an original on the date first above written.

CITY OF BRUNSWICK:

BRUNSWICK, GEORIGIA

BY: \_\_\_\_\_

(SEAL)

NAME: Cornell L. Harvey

Title: Mayor

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(SEAL)

ADDRESS: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

END OF SECTION



**SUBJECT: SECTION 319(h) GRANT AGREEMENT FOR GREEN INFRASTRUCTURE / LOW IMPACT DEVELOPMENT IN BRUNSWICK**

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**COMMISSION ACTION REQUESTED ON:** October 6, 2021

**PURPOSE:**

Approval of an agreement the Georgia Environmental Protection Division for a Section 319 grant for Green Infrastructure and Low Impact Development (GI/LID) Retrofits in Brunswick.

**HISTORY:**

Most of the vehicle parking and access areas throughout the City consist of impervious surfaces such as concrete and asphalt pavement. Storm water runoff flows from these surfaces and is collected in the City's storm drainage system which conveys the runoff and associated pollutants to the nearby rivers and marshes. The runoff from the surfaces places a significant demand on the storm water collection and conveyance system. Also, many of the local stream segments are impaired for fishing due to various contaminants. The additional runoff from the paved parking areas continues to add to the impairment of the waterways.

**FACTS AND ISSUES:**

The City is nearing completion of a Coastal Incentive Grant entitled "Rethinking Runoff Plan." The purpose of this grant is to evaluate and determine sites throughout the City where impervious surfaces can be reduced, or other GI/LID measures can be implemented, to reduce the storm water runoff from parking areas and reduce demand on the City's storm water system. The Green Infrastructure and Low Impact Development measures which have been evaluated include pervious pavement or pavers, bioretention areas to promote infiltration, and cisterns to collect runoff water for reuse. Three sites within the City have been identified as priority areas for implementation of the GI/LID measures. This proposed Section 319 grant will provide funding for the construction and implementation of the measures identified.

The sites which have been identified as the priority sites are Fire Station #1, Liberty Ship Park, and Goodyear Park. The project scope at Fire Station #1 will include a pervious paving surface on the east side of the station along with a rainwater cistern for collection of runoff water. The scope at Liberty Ship Park will include bioretention areas to allow the storm water runoff to infiltrate into the ground rather than flow across the surface toward the adjacent river. The scope of the third area at Goodyear Park will provide a pervious parking surface to be able to accommodate the increased traffic expected due to the recent improvements at the park without

adding demand on the storm water infrastructure. This grant project will provide funding for the design and construction of these runoff reduction measures at these sites.

The City recently revised the Storm Water Management ordinance to include requirements for developers and property owners to apply runoff reduction measures when developing or redeveloping a property. The GI/LID retrofits project will include equipment to monitor water levels and other hydrologic performance data of the features. The project processes, data collected, and outcomes will be shared with other communities, developers, and the general public through brochures, website and social media presentations and other media. This data will assist developers and property owners in selection and installation of various GI/LID measures to be able to meet the requirements of the storm water ordinance.

An engineering consultant will be selected for the design and permitting tasks associated with the three GI/LID site improvements, as well as the grant administration and technical reporting requirements. The University of Georgia Marine Extension office will function as a subgrantee of the City. Marine Extension will oversee the installation of the water level gauges and monitoring data and will oversee the publication and communication of the data collection and outcomes of the grant. Two other local organizations, The Nature Conservancy and Keep Golden Isles Beautiful will serve on the stakeholder committee for the project.

#### **BUDGET INFORMATION:**

The total project cost is \$489,023. The Georgia EPD will contribute 60% of this cost (\$293,289) through the Section 319 grant. The remaining 40% will be provided through a local match. Of the local match contribution, \$52,233 will be provided by UGA Marine Extension through salaries and in-kind match. The remainder of the 40% local match will be the responsibility of the City of Brunswick. The City will provide \$54,377 through salaries and in-kind match, while the remaining \$89,124 will be provided as a cash match. The portion of the match related to Liberty Ship park (\$35,000) will be paid from SPLOST VI – Liberty Ship Park funds, and the portions for the Fire Station, Goodyear Park, and the design consultant will be paid from the Storm Water Utility funds budgeted in FY 22.

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#### **OPTIONS:**

1. Authorize the Mayor to sign a grant agreement with Georgia Environmental Protection Division in the amount of \$489,023 entitled GI/LID Retrofits in Brunswick.
  2. Do not authorize the Mayor to sign a grant agreement with Georgia Environmental Protection Division in the amount of \$489,023 entitled GI/LID Retrofits in Brunswick.
  3. Take no action at this time.
-

**DEPARTMENT RECOMMENDATION ACTION:**

1. Authorize the Mayor to sign a grant agreement with Georgia Environmental Protection Division in the amount of \$489,023 entitled GI/LID Retrofits in Brunswick.

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**DEPARTMENT:**    **Engineering**

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

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**ADMINISTRATIVE COMMENTS:**

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**ADMINISTRATIVE RECOMMENDATION:**

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1. Authorize the Mayor to sign a grant agreement with Georgia Environmental Protection Division in the amount of \$489,023 entitled GI/LID Retrofits in Brunswick.

*Regina M. McDuffie*  
\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



ENVIRONMENTAL PROTECTION DIVISION

RICHARD E. DUNN, DIRECTOR

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EPD DIRECTOR'S OFFICE

2 MARTIN LUTHER KING, JR. DRIVE  
SUITE 1456, EAST TOWER  
ATLANTA, GEORGIA 30334  
404-656-4713

September 20, 2021

J. Garrow Alberson, P.E.  
Public Works Director / City Engineer  
City of Brunswick  
525 Lakewood Avenue  
Brunswick, GA 31520

RE: Contract for Section 319(h) FY20 - Element 07  
City of Brunswick  
"GI/LID Retrofits in Brunswick - From Planning to Implementation"

Dear Mr. Alberson:

Enclosed in this email is an electronic original of the Contract with the with City of Brunswick for the project "GI/LID Retrofits in Brunswick - From Planning to Implementation."

Please arrange for your authorized signatory to sign and date the contract signature page. Once signed and dated, all documents will be returned via SignNow to GAEPD and the attention of your grant administrator, Blue Cole at [blue.cole@dnr.ga.gov](mailto:blue.cole@dnr.ga.gov), Nonpoint Source Program Grants Unit. The E-Verify Contractor Affidavit must be notarized and can be completed along with the FFATA Work Sheet and emailed separately.

After electronic signature by my office, we will email you an electronic file of the fully executed contract. If you have any questions or concerns regarding the process or the contract, please contact Mr. Cole at (470) 938-3383.

Regards,

Richard E. Dunn  
Director

RED:abc

Enclosure (1 electronic version)

STATE OF GEORGIA  
COUNTY OF FULTON

CONTRACT BETWEEN  
THE GEORGIA ENVIRONMENTAL PROTECTION DIVISION  
AND THE  
CITY OF BRUNSWICK  
FOR

GI/LID RETROFITS IN BRUNSWICK –  
FROM PLANNING TO IMPLEMENTATION

This contract (“Contract”) is made and entered into as of the 1st day of November 2021 (hereinafter called “Effective Date”), by and between the Georgia Environmental Protection Division; (hereinafter called “Division”), and City of Brunswick (hereinafter called “Contractor”). The persons executing this Contract on behalf of the Contractor have authority to bind the Contractor to the terms of this Contract. The Director of the Division is authorized by law to execute this Contract.

WHEREAS, the Division desires to engage the Contractor to render certain services hereafter described in connection with an undertaking (hereinafter referred to as the “Project”) which will be financed through grants authorized under Section 319 of the Federal Water Pollution Control Act Amendments of 1987 and administered by the Division; and

WHEREAS, Contractor desires to perform such services for the Project.

NOW, THEREFORE, in consideration of the valuable and mutual benefits flowing to each party as described below, the parties hereto mutually agree as follows:

1. **Employment of Contractor.** The Division hereby agrees to engage the Contractor and the Contractor hereby agrees to perform these services hereinafter as set forth in fulfillment of this Contract.
2. **Scope of Work.** In performance of the Project, the Contractor shall conduct the work described in the scope of work identified in the attached Appendix A, hereby made a part of this Contract by reference.
3. **Term; Time of Performance.** The term (“Term”) of this Contract shall commence upon the Effective Date and shall terminate upon the earlier of: i) the completion of the tasks identified in Appendix A: Scope of Work; or ii) September 30, 2024 (hereinafter referred to as “Termination Date”), unless sooner terminated by the Division or renewed by the Division in accordance with the provisions of this Contract. The services of the Contractor are to commence as soon as practicable after the Effective Date and shall be undertaken in accordance with the timeline for completion of tasks included in the attached Appendix B: Project Schedule, hereby made a part of this Contract by reference.
4. **Compensation.** Division agrees to pay Contractor compensation for the services performed under this Contract not to exceed two hundred and ninety three thousand, two hundred and



eighty nine thousand dollars, (\$293,289.00). Said compensation shall be paid in accordance with the budget described in the Scope of Work. Any changes to the amount of compensation to be provided by the Division to Contractor shall be made in a writing executed in accordance with the terms of Paragraph 23.

5. **In Kind Match**. The Contractor will contribute a minimum of the equivalent of 40% of the total project cost, in services or cash contributions, toward the performance of services described in Appendix A: Scope of Work.
6. **Method of Payment**. Division will pay Contractor for work performed under this Contract not to exceed the compensation described in Paragraph 4, and in accordance with the terms described in this Paragraph:
  - a. Payment will only be made for the services described in Appendix A: Scope of Work; and
  - b. Contractor shall be paid quarterly. No later than the 15<sup>th</sup> day of the month following close of the immediately preceding quarter, Contractor shall submit to the Division contact specified in Paragraph 36 an invoice for services rendered in that immediate preceding quarter, accompanied by a progress report describing the services performed and identifying the related items or tasks in the Scope of Work, specifying that the services have been performed in accordance with this Contract, and accompanied by any documentation, outputs, deliverables, or close-out reports; and
  - c. The Contractor shall certify in writing the accuracy of each invoice. All invoices from the Contractor should show detailed line items referencing the costs of labor, materials, property, equipment, installation, services, incidentals, etc. All invoices should be signed and dated by authorized personnel as evidence of review and approval prior to submission to the Division for reimbursement; and
  - d. The Division will review and approve or deny invoices within 30 days of receipt. Payment shall be made upon determination by the Division that Scope of Work items required by the Contract, including deliverables and reporting requirements of various categories and kinds of information for the period, are sufficient. Any invoice not approved by the Division shall not be paid; and
  - e. Payment of the final 10 percent (%) shall not be due and payable until all Scope of Work items are completed and the Division has accepted and approved the final products, reports, and invoices.
7. **Credit**. Notwithstanding any other provision of this Contract, the Contractor acknowledges that the Division, as an agency of the State of Georgia, is prohibited from pledging the State's credit.
8. **Funding**. The Contractor acknowledges that this Contract is funded with a grant from the U.S. Environmental Protection Agency ("USEPA"). In the event that the Division determines that the source of payment no longer exists or is insufficient with respect to the Services, the Division shall terminate this Contract in accordance with the provisions of Paragraph 13.
  - a. In the event of such termination, the Division shall remain obligated to pay for Services performed and accepted by the Division prior to such termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division. Any use of incomplete documents shall be at the sole risk of the Division. The determination of the Division of the events stated above shall be conclusive.

- b. The Division shall provide notice in writing to Contractor as soon as practicable after the Division determines that the source of payment no longer exists or is insufficient with respect to the services.
9. **Fair Share**. This Contract is being funded with a grant from the USEPA. It is the policy of the USEPA to ensure to the fullest extent possible that at least a negotiated “Fair Share” percentage of federal funds awarded to prime and subcontractors in support of USEPA programs be made available to Disadvantaged Business Enterprises (“DBE”).
  - a. The Contractor agrees to ensure to the fullest extent possible that at least 4% Minority Business Enterprises (MBE) and 4% Women Business Enterprises (WBE) of federal funds for contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
  - b. The Contractor agrees to include in its bid documents this 4% “Fair Share” percentage.
  - c. To evaluate compliance with the “Fair Share” policy, the Contractor agrees to comply with the following six affirmative steps as appropriate:
    - i. Including qualified minority and women businesses on solicitation lists;
    - ii. Assuring that minority and women’s businesses are solicited whenever they are potential sources;
    - iii. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of minority and women’s businesses;
    - iv. Establishing delivery schedules, where the requirements of the work permit, which will encourage the participation by minority and women’s businesses;
    - v. Using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
    - vi. Requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (i) through (ii) of this section.
  - d. The Contractor must submit to the Division a certification that the six steps have been followed, along with documentation of the six steps that is sufficiently detailed to allow for satisfactory review and should document the efforts of solicitation taken such as; the name and address of MBE’s/WBE’s solicited, if advertised in newspaper show proof and indicate name of paper.
  - e. The Contractor is required to submit semiannual reports of total Contract expenditures to the Division, which includes a separate total for MBE/WBE utilization.
10. **Taxes**. The State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor’s employee’s wages. The Division is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor shall provide the Division with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform Services, which verification is incorporated herein by reference.
11. **Certification Regarding Sales and Use Tax**. By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the Georgia Code; or (b) not a “retailer” as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the Division may declare the Contract void if the above certification

is false. The Contractor also understands that fraudulent certification may result in the Division or its representative filing for damages for breach of contract.

12. **Termination of Contract for Cause.** If, through any cause other than force majeure, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Division shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.
  - a. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in which funds were accrued or encumbered up to the actual date of termination.
  - b. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of this Contract by the Contractor, and the Division may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Division from the Contractor is determined.
13. **Termination of Contract for Convenience.** The Division may terminate this Contract at any time for good reason by giving at least thirty (30) days written notice to the Contractor of such termination and specifying the effective date.
  - a. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall become the property of the Division, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in which funds were accrued or encumbered up to the actual date of termination.
  - b. If this Contract is terminated as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.
14. **Release of Materials Pursuant to the Georgia Open Records Act.** All products, reports, information, data, etc., given to, derived from, prepared by, or assembled by the Contractor (the "Materials") in the performance of this Contract shall be governed by the Georgia Open Records Act. Unless otherwise required by applicable law, the Contractor shall not release or deliver any Materials to the general public or to local officials pursuant to a written or oral request under the Georgia Open Records Act. Division expressly acknowledges and agrees that Contractor is an "agency" as defined in O.C.G.A. § 50-18-70 and is consequently subject to the Georgia Open Records Act. Contractor shall inform the Division in writing if it receives any requests for the Materials pursuant to the Georgia Open Records Act.
15. **Assignability.** Contractor shall not transfer or assign all or any of its right, title or interest in this Contract or delegate any of its duties or obligations hereunder without the prior written consent of the Division. The Division may transfer or assign all or any of its right, title or interest in this agreement to another agency or authority of the State of Georgia without written notice to Contractor.

16. **Interest of Contract.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance required under the Contract. It is specifically agreed and understood that for the purposes of this Contract, the Contractor shall be an independent contractor and nothing in this Contract shall be construed as creating a joint venture, partnership or employment relationship between the parties.
17. **Copyrights.** No reports, maps, or other documents produced or derived in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. Any such reports, maps and other documents shall constitute a “work made for hire” pursuant to the U.S. Copyright Act of 1976, as amended, and Contractor agrees that the Division is the original and sole owner of all rights, including without limitation copyright, in and to such reports, maps and other documents. If for any reason such reports, maps, and other documents are found not to be “works made for hire,” then Contractor hereby assigns to the Division all right, title and interest in and to such reports, maps and other documents without further consideration of any kind. Contractor agrees to execute all further documents and to take all further steps deemed advisable by the Division to secure and protect the Division’s rights as stated herein.
18. **Documents.** Provided that Contractor has been paid for the Services, the Division shall have the right to use the documents, maps, photographs, drawings and other materials (including but not limited to models, software or other digital work products) resulting from Contractor efforts on this Contract. Contractor acknowledges that, in accordance with the Contract, the Division is the original and sole owner of all rights in and to such documents, maps, photographs, drawings and other such materials including but not limited to models, software or other digital work products. Division acknowledges that the reuse of any such materials by Division on any extension of this project or any other project shall, with the exception of the obligations of Contractor, be at Division’s sole risk unless otherwise agreed to in writing by all parties. Contractor shall have the right to retain copies of all such materials.
19. **Identification of Documents and Projects.** All construction or demonstration projects, reports, maps, signage and other documents completed as a part of this Contract, other than documents exclusively for internal use within the Division shall give the Contractor recognition and carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block) containing the name of the Division:
- “The preparation of this report, map, document, project, etc., was financed in part through a grant from the U.S. Environmental Protection Agency under the Provisions of Section 319(h) of the Federal Water Pollution Control Act, as amended.”*
- Together with the month and year, the document was prepared and credit being given to the Environmental Protection Division of the Department of Natural Resources, State of Georgia.
20. **Intellectual Property.** The Contractor agrees it will not use the name or any intellectual property, including but not limited to, the Division’s trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the Division.
21. **Personnel.** The Contractor represents that it has, or will secure, all personnel required in performing the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Division.
- a. All the Services required hereunder will be performed by the Contractor or under its supervision, and all the personnel engaged in the work shall be fully qualified and shall

be authorized under state and local law to perform such services.

- b. None of the work or Services covered by this Contract shall be subcontracted without the prior written approval of the Division contact specified in Paragraph 36.
- c. The Division, or its authorized representatives, shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Agreement.

22. **Right to Audit and Access to Records.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the Division throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the Division reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
23. **Entire Agreement; Modification.** This Contract represents the sole and complete understanding of the terms of the Contract between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral or written, with respect thereto. No modification or amendment to this Contract will be binding on either party hereto unless such modification or amendment is reduced to a writing executed by both parties. Any changes in the scope and/or duration of this Contract shall be mutually agreed upon by and between the Division and the Contractor in a writing executed in accordance with this Paragraph.
24. **Warranty.** The Contractor warrants to the Division that the Services will be performed in a workmanlike manner, consistent with that level of care and skill ordinarily exercised by other providers of similar services and with sound principles commonly used by similar professionals under similar circumstances at the time the Services are provided and further warrants that the work will be performed as intended and described in the Scope of Work.
- a. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or the making of this Contract.
25. **Indemnification.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

- a. Any negligent or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
  - b. The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Agreement;
  - c. The Contractor's negligent performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - d. Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
  - e. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right, or
  - f. Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.
26. **Indirect Damages.** Each party hereby waives its rights to recover from the other party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this agreement of the performance of the services or both.
27. **Use of Third Party Data.** The Division has requested that the Contractor obtain certain facts, information, data, assumptions, opinions and representations (collectively, "Items") from third parties as part of its scope of services. The Division understands and agrees that (i) the products of its services that the Contractor provides (collectively, "Products") may be based in part or in whole on Items that have not been verified by the Contractor, (ii) the Contractor has no obligation or duty to verify the accuracy or completeness of the Items and (iii) the Contractor makes no representation(s) or warranty(ies), express or implied, with respect to the Items or the Products (other than the Products were prepared in accordance with the standard of care to which the contractor is subject, as set forth elsewhere in this contract), all of which representation(s) and warranty(ies) are hereby disclaimed, including, without limitation, the warranties of merchantability and fitness for a particular purpose. The Division hereby releases the Contractor from any and all claims, damages, losses, expenses and liabilities of every kind and nature whatsoever, including reasonable attorneys' fees and defense costs, arising out of the use of Items by the Contractor in performing its services under this contract, including, without limitation, the preparation and delivery of the Products to the Division.
28. **Compliance with the Georgia Security and Immigration Compliance Act.** Contractor Certifies that it will comply with O.C.G.A. § 13-10-91 relating to the verification of the status of newly hired employees as incorporated herein by reference.
29. **Federally-Mandated Certifications and Disclosures.**
- a. **Lobbying**
    - i. Disclosure Regarding Lobbying: Contractor hereby warrants as a condition of this Contract that if it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, it will not engage in lobbying activities prohibited by the Lobbying Disclosure Act of 1985.
    - ii. Certification Regarding Lobbying: Contractor certifies to the best of its knowledge and belief that:
      1. No Federal appropriated funds have been paid in full or will be paid, by

or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, then Contractor shall fully disclose same to the Division, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- b. **Drug Free Work Place:** Contractor certifies that, in accordance with the provisions of O.C.G.A. § 50-24-1, *et seq.*, a drug-free workplace will be provided to Contractor's employees during the performance of this contract; and it will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of any subcontracting agreement (Subcontractor's Name), certifies to Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code 50-24-3."

- c. **Debarment, Suspension, and Other Responsibility Matters:**

- i. The Contractor certifies that it and its principles:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the above offenses.
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

- ii. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this contract.

- d. **Equal Employment Opportunity:** The Contractor will not discriminate against any employee for employment because of race, color, religion, sex or national origin. The Contractor will comply with all sections of Executive Order 11246 - Equal Employment

Opportunity.

- e. **Audit Requirement:** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F, Part 200, Chapter II of Subtitle A, Title 2, Code of Federal Regulations.

30. **General Federal Grant Conditions.** All covenants, agreements and stipulations in Part 200 Chapter II of Subtitle A, Title 2, Code of Federal Regulations, are incorporated herein by reference. The parties acknowledge those general grant conditions and intend that all those covenants, agreements, and stipulations between the U.S. Environmental Protection Agency and the Division, with the exception of the provision for compliance with the Davis-Bacon Act, are applicable to and enforceable against the Contractor. Allowable costs will be determined in accordance with the cost principles in the hereto referenced Code of Federal Regulations.

- a. The Contractor will assure the continued proper operation and maintenance of all nonpoint source management practices that have been implemented for projects funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards. The Contractor shall include a provision in every applicable sub-agreement (contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained.
- b. The Contractor agrees to ensure that all necessary permits (such as Clean Water Act § 404) are obtained prior to implementation of any grant funded activity that may fall under applicable federal, state or local laws. The Contractor project implementation plan must identify permits that may be needed to complete activities identified in Appendix A: Scope of Work. The Contractor must keep documentation regarding necessary permits in the project file.

31. **Israel.** The Contractor certifies that the Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

32. **Applicable Law.** The parties agree that this agreement and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.

33. **No Waiver.** The failure of the Division at any time to require performance by the Contractor of any provision hereof, shall in no way affect the right of the Division thereafter to enforce that same provision or any part of the Contract, nor shall the failure of the Division to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.

34. **Counterparts; Electronic Signature.** This Contract may be executed in two (2) counterparts each of which is deemed an original of equal dignity with the other and which is deemed on and the same instrument as the other. The Division and Contractor agree that any electronic signatures on this Contract hereto constitute original, valid signatures pursuant to the Uniform Electronic Transactions Act, O.C.G.A. § 10-1-21 *et seq.*

35. **Severability.** If any one or more of the provisions of this Contract are for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



36. **Notice.** All notices, correspondence requests, demands, waives and other communications required or permitted to be given under this Contract shall be made in writing and shall be deemed to have been duly given if delivered by U.S. Mail, postage paid, sent by nationally recognized overnight courier, or by electronic-mail to the contacts as follows:

If to the Division:

**Blue Cole**

NonPoint Source Program – Grants Administrator

2 Martin Luther King Jr. Drive S.W.

Suite 1462 E

Atlanta, GA 30334

(470) 938-3383

[blue.cole@dnr.ga.gov](mailto:blue.cole@dnr.ga.gov)

If to Contractor:

J. Garrow Alberson, P.E.

Public Works Director / City Engineer

City of Brunswick

525 Lakewood Avenue

Brunswick, GA 31520

912-267-5540

[galberson@cityofbrunswick-ga.gov](mailto:galberson@cityofbrunswick-ga.gov)

**IN WITNESS WHEREOF** the Division and the Contractor have executed this Contract on the day and year below written.

**The Environmental Protection Division of  
the Department of Natural Resources,  
State of Georgia**

**City of Brunswick**

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Richard E. Dunn  
Director  
Date:

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Print name:  
Title:  
Date:

# APPENDIX A SCOPE OF WORK

## ELEMENT 07 FY2020 Section 319(h) Grant

**1. Project Title:** GI/LID Retrofits in Brunswick - From Planning to Implementation

**2. Lead Organization:** City of Brunswick  
601 Gloucester Street  
Brunswick, GA 31520  
912-267-5500  
dmcraig@cityofbrunswick-ga.gov

**Primary Contact:** J. Garrow Alberson, P.E.  
Public Works Director / City Engineer  
City of Brunswick  
525 Lakewood Avenue  
Brunswick, GA 31520  
912-267-5540  
galberson@cityofbrunswick-ga.gov

**Project Start Date:** November 1, 2021  
**Project End Date:** September 30, 2024

<b>Federal Amount Requested:</b>	\$293,289
<b>Match Amount to be Contributed:</b>	\$195,734
<b>Total Project Amount:</b>	\$489,023

### 3. Project Goals:

The City of Brunswick intends to implement priority Green Infrastructure/Low Impact Development (GI/LID) practices at a minimum of three locations – including two locations that leverage efforts from the 2020-2021 Rethinking Runoff Plan. The critical target areas for implementation of these GI/LID stormwater practices include stormwater retrofits at the following locations:

- **Fire Station:** 1201 Gloucester Street; Brunswick Fire Department (Permeable Pavement, Rainwater Harvesting Cistern)
- **Liberty Ship Park:** 1 Conservation Way; City of Brunswick Park on Georgia Department of Transportation (GDOT) right-of-way (ROW) (Bioretention)
- **Goodyear Park:** 2209 Parkwood Drive; City of Brunswick Park (Permeable Pavement)

Training, education and outreach activities, will be used to promote project progress and contribute to reducing nonpoint source pollution from stormwater runoff within the City of Brunswick. These activities build on the City of Brunswick's recent efforts to demonstrate the use of GI/LID in managing stormwater and be a leader for stormwater management in coastal Georgia. The hydrologic performance of installed GI/LID demonstration practices will be monitored and pollutant (sediment and nutrient) load reductions modeled to better understand and address documented water quality impairments and associated TMDLs for dissolved oxygen (DO) in the Turtle River System, as well as take proactive measures to address a potentially pending DO impairment for the Brunswick River.

#### 4. Project Background and Reasons for Water Quality Impairments and Concerns:

According to the 2018 305(b)/303(d) list of coastal streams not supporting designated uses, the 19-mile segment of the Turtle River System is impaired for fishing due to low DO, as well as a fish consumption guidance for PCBs and a shellfishing ban. The potential cause for impairment from the 305(b)/303(d) List of Waters is municipal (M), industrial point source discharge (I1), and industrial site runoff (I2). However, the 2019 Revised TMDL Evaluation for the Brunswick Harbor noted that urban runoff was also a cause.

#### 5. Project Activities:

*Implementing Management Practices Identified in current, revised 2019 Georgia's Statewide Nonpoint Source (NPS) Management Plan:*

This project will support long-term goals and associated activities in the following sections of the Revised 2019 Georgia's Statewide NPS Management Plan – (1) Urban Nonpoint Source Program – Stormwater (pages 30-33), (2) Coast (pages 46-51), and (3) Education and Outreach (pages 63-65).

**Project Activity: Stakeholder Engagement** - Maintain communication with stakeholder group supporting the City of Brunswick's Rethinking Runoff Plan (NOAA- Coastal Incentive Grant funded project – 2020).

**Task 1:** Convene a minimum of two additional meetings with stakeholders from the Rethinking Runoff Plan to update progress and seek feedback on implementation of GI/LID practices and outreach plans.

**Deliverables:** Agendas, presentations, minutes, hand-outs, sign-in sheets.

**Measures of Success:** Meeting attended by at least five stakeholders, summary of final design strategy.

**Project Activity: GI/LID BMPs** – Design & implement GI/LID urban stormwater BMPs at a minimum of three locations in target area watersheds to manage stormwater runoff and treat nonpoint source pollution from urban sources.

**Task 2:** Execute memorandum of understanding (MOU) or other agreement with Georgia Department of Transportation (GDOT) prior to design of bioretention to be installed at Liberty Ship Park that spells out obligations and conditions for construction and maintenance.

**Deliverables:** MOU or other agreement for access and maintenance.

**Measures of Success:** Signed and dated MOU or other agreement.

**Task 3:** Design green infrastructure stormwater BMPs at a minimum of three locations according to assessment of coastal (site) conditions.

**Deliverables:** Required BMP designs & specifications, permits & certificates, maps, and public outreach meeting of final design.

**Measures of Success:** Completed design plans and specifications that are accordance with GSMM CSS.

**Task 4:** Install green infrastructure stormwater BMP(s) as designed and permitted at a minimum of three locations.

**Deliverables:** Procurement of qualified contractor or municipal staff, fully executed contract, pre- and post-implementation inspections & photographs.

**Measures of Success:** Successful installation of GI/LID stormwater management and runoff treatment BMP(s).

**Project Activity: Provisions for Operations and Maintenance**

**Task 5:** Structural Best Management Practices (BMPs) shall be operated and maintained for the expected lifespan of the specific practice and in accordance with commonly accepted standards to ensure the proper functioning of the system as designed. Records of inspections and BMP maintenance shall be kept and shall be available for review upon request. This provision will survive the expiration of this contract.

**Deliverables:** Records of inspections and BMP maintenance kept on file with Contractor

**Measures of Success:** Properly functioning BMP

**Project Activity: Monitoring** – Monitor performance of GI/LID practices to estimate pollutant load reductions of key pollutants that influence DO (e.g., sediment and nutrients), and compare pre/post BMP impacts on DO in the Turtle and Brunswick Rivers.

**Task 6:** Finalize *QA/QC Monitoring Plan* for monitoring based on GAEPD guidance.

**Deliverables:** Approved Targeted Water Quality Monitoring Plan; Water quality data will be submitted in the template approved and provided by GAEPD within the appropriate quarterly reporting period.

**Measures of Success:** Plan approved by GAEPD.

**Task 7:** Install water level monitoring wells with pressure transducers and a rain gauge in the proximity of GI/LID practices to measure infiltration rates and rainfall. A minimum of one water level monitoring well will be installed at each location, and monitoring duration will be a minimum of 12 months (up to 15 months).

**Deliverables:** Raw data of identified locations, photo-documentation of implemented sites.

**Measures of Success:** Installation of secured and programmed monitoring equipment to start collecting data according to *QA/QC GI/LID Monitoring Plan*

**Task 8:** Download water level and rainfall monitoring equipment on a monthly basis for 12 months to model reductions in sediment, nitrogen, and phosphorus loads to report to USEPA Grants Reporting & Tracking System.

**Deliverables:** Summary of monitoring data on an event-basis and using STEPL, SWMM or other model, estimate load reductions for total nitrogen, phosphorus and sediment.

**Measures of Success:** Report results of monitoring data and load reduction models to GA EPD in Quarterly, Annual or Close-Out Reports, as appropriate.

**Task 9:** Compare and analyze Pre/Post Installation Water Quality monitoring data from the Turtle and Brunswick Rivers, as collected on a monthly basis by EPD monitoring program (Brunswick).

**Deliverables:** Summary report of Turtle River water quality monitoring data during the grant period.

**Measures of Success:** Analysis of data to demonstrate baseline conditions and trends in water quality pre- and post- BMP installation.

**Project Activity: Community Engaged Outreach** - Education/outreach throughout the life of this project to promote GI/LID stormwater BMPs and increase understanding among residents.

**Task 10:** Develop a communication, education and outreach (CEO) plan. The plan may include educational activities such as classes, volunteer events, field trips, workshops, construction training, litter campaigns, a website, social media campaigns, passive signage, etc.

**Deliverables:** Schedule of educational activities.

**Measures of Success:** Participation in educational activities by a minimum of 30 City of Brunswick residents, documentation of knowledge gained. The CEO plan will provide diverse, equitable and inclusive engagement opportunities for Brunswick residents.

**Task 11:** Implement communication, education and outreach Plan.

**Deliverables:** Conduct a minimum of five educational events described in the schedule of the communication, education, and outreach plan.

**Measures of Success:** Participation in educational activities by a minimum of 40 City of Brunswick residents (total), documentation of knowledge gained.

**Task 12:** Present various phases of at least one green infrastructure project at a minimum of one conference/seminar/workshop/webinar in/near Coastal Georgia to motivate/incentivize local coastal attendees who could potentially implement GI technology (i.e., Georgia Rural Water Association Conference, Georgia Water Resources Conference, Georgia Association of Regional Commissions Conference, Georgia Municipal Association, Association of County Commissioners of Georgia, Georgia Association of Water Professionals Annual Conference, Georgia Environmental Conference (Jekyll Island) or similar).

**Deliverables:** Oral presentation, PowerPoint file.

**Measures of Success:** Present to an audience of at least 20 and have follow up conversations with at least 5 individuals after presentation for the purpose of networking, offering technical assistance, etc.

**Task 13:** Summarize project process, outcomes and role in managing stormwater in a factsheet/short report/brochure/ArcGIS Storymap (two of these resources will be selected and created based on feedback from project partners and stakeholders) to post on website(s), deliver to news media, distribute to the public.

**Deliverables:** Resources (i.e. project summary report, factsheet, brochure, ArcGIS Story map, webpage, social media, news media, etc.)

**Measures of Success:** Post resources in .pdf file format on open-source website, distribute as press release to news media or via social media, available to 3000+ coastal residents.

**Task 14:** Conduct at least one field tour for City/County Managers, City/County Engineers and other environmental professionals not in the City of Brunswick to learn about projects as Case Studies and visits appropriate BMP sites.

**Deliverables:** Notices, agendas, presentations, sign-in sheets, before/after surveys, and photos.

**Measures of Success:** Accumulated attendance of at least 15 participants, 10% improvement in before and after workshop knowledge surveys.

**Task 15:** Add installed GI/LID BMPs to “Coastal LID BMP Inventory”

**Deliverables:** Field data sheets including assessment and photos.

**Measures of Success:** Inclusion of installed GI/LID BMPs in the 2025 update to the “Coastal LID BMP Inventory,” including 500+ website views

### **Project Activity: Identification of Documents and Projects**

**Task 16:** All construction or demonstration projects, reports, maps, signage and other products completed under this Scope of Work shall carry the following notation on a conspicuous sign or the front cover or a title page (or in the case of maps, in the same block).

**Deliverables:** Identification for each project or product to give recognition to the Lead or Secondary Organization or both and to contain the following notation:

*The preparation of this sign was financed in part through a grant from the U.S. Environmental Protection Agency under the Provisions of Section 319(h) of the Federal Water Pollution Control Act, as amended. Environmental Protection Division of the Department of Natural Resources, State of Georgia, Month and Year (date sign was produced). (Example: January 2020).*

**Measures of Success:** 100% installation of signage at project site or identification of product.

**Project Activity: Project Reporting and Evaluation**

**Task 18:** Submit Quarterly Invoices and Status Reports

**Deliverables:** Invoices and reports on 15th of January, April, July, and October during term of the project using template provided by GAEPD for inclusion in the USEPA Grants Reporting and Tracking System

**Measures of Success:** Documentation of progress and expenditures according to Project Schedule.

**Task 19:** Participate in project review meetings with GAEPD. In the first year of the project term, project review meetings will be held six months and twelve months after the project start date. In all subsequent years of the project term, project review meetings will be held annually.

**Deliverables:** Attendance at meetings and verbal or written responses to GAEPD

**Measures of Success:** Full participation at all project review meetings.

**Task 20:** Submit Final Invoice and Close-Out Report

**Deliverables:** Final Invoice and Close-Out Report using template provided by GAEPD for inclusion in the USEPA Grants Reporting and Tracking System within 60 days of contract term.

**Measures of Success:** Final Invoice and Close-Out Report documenting completion and evaluation of project activities on schedule & within budget.

**6. Roles and Responsibilities of Participating Organizations:**

Organization Name	Specific Responsibilities
City of Brunswick	<ul style="list-style-type: none"> <li>• Account for 40% of total project costs in matching funds or in-kind services</li> <li>• Pay funds to appropriate contractor(s) and vendor(s)</li> <li>• Request reimbursements from GAEPD on a quarterly basis</li> <li>• Track the progress of project activities completed, grant funds expended, and match values provided in accordance</li> </ul>



GI/LID RETROFITS IN BRUNSWICK - FROM PLANNING TO IMPLEMENTATION  
CITY OF BRUNSWICK

	<p>with the drawdown &amp; implementation schedule</p> <ul style="list-style-type: none"> <li>• Complete and submit quarterly progress reports and invoices to GAEPD by January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> of each project year</li> <li>• Complete &amp; submit FFY Annual Report and Quarterly Invoice to GAEPD in place of October 15<sup>th</sup> Quarterly Report</li> <li>• Complete &amp; submit close-out report at conclusion of project</li> <li>• Participate in green infrastructure project design and construction (when appropriate)</li> <li>• Participate in development of education and outreach plan</li> </ul>
<b>GAEPD</b>	<ul style="list-style-type: none"> <li>• Provide 60% of total project costs</li> <li>• Review and approve project deliverables</li> <li>• Participate in meetings, as appropriate</li> <li>• Review and assist as needed with 319(h) Grant protocols</li> <li>• Provide project oversight and contract management</li> <li>• Provide monitoring guidance and training</li> </ul>
<b>Other Partners</b>	<b>Specific Responsibilities</b>
<b>UGA Marine Extension and Georgia Sea Grant</b>	<ul style="list-style-type: none"> <li>• Participate in meetings</li> <li>• Provide technical support for design and construction oversight for GI/LID projects</li> <li>• Lead education and outreach efforts, including development and implementation of the education and outreach plan, as well as equitable, informative, and educational outreach materials and activities</li> <li>• Provide monitoring equipment (pressure transducers, rain gauges, and associated data retrieval devices) and support staff to collect and manage hydrologic performance data</li> <li>• Provide \$52,233 in match, as well as assist City of Brunswick with match documentation</li> <li>• Facilitate stakeholder meetings and maintain communication with “Rethinking Runoff” plan stakeholder group</li> <li>• Letter of Commitment describing functions attached</li> </ul>
<b>GA DNR-CRD</b>	<ul style="list-style-type: none"> <li>• General Stakeholder</li> <li>• Serve on Stakeholder Committee</li> <li>• Assist in education and outreach efforts</li> <li>• Provide Technical Assistance</li> <li>• Letter of Commitment describing functions attached</li> </ul>
<b>The Nature Conservancy</b>	<ul style="list-style-type: none"> <li>• General Stakeholder</li> <li>• Serve on Stakeholder Committee</li> </ul>

	<ul style="list-style-type: none"> <li>• Letter of Commitment describing functions attached</li> </ul>
<p><b>Keep Golden Isles Beautiful</b></p>	<ul style="list-style-type: none"> <li>• General Stakeholder</li> <li>• Serve on Stakeholder Committee</li> <li>• Promote education and outreach programming through existing partnerships with local schools, community groups, and others</li> <li>• Assist in education and outreach efforts</li> <li>• Letter of Commitment describing functions attached</li> </ul>

**7. Project Location:**

Street address: 1201 Gloucester Street (Brunswick Fire Department)

City or Cities: Brunswick

County or Counties: Glynn

Latitude (decimal degrees): 31.150768

Longitude (decimal degrees): -81.490021

- Approximately 3,200 square feet of permeable pavement, and a 5,000-gallon rainwater cistern

Street address: 1 Conservation Way (Liberty Ship Park)

City or Cities: Brunswick

County or Counties: Glynn

Latitude (decimal degrees): 31.124267

Longitude (decimal degrees): -81.481526

- Approximately 3,200 square feet of bioretention

Street address: 2209 Parkwood Drive (Goodyear Park)

City or Cities: Brunswick

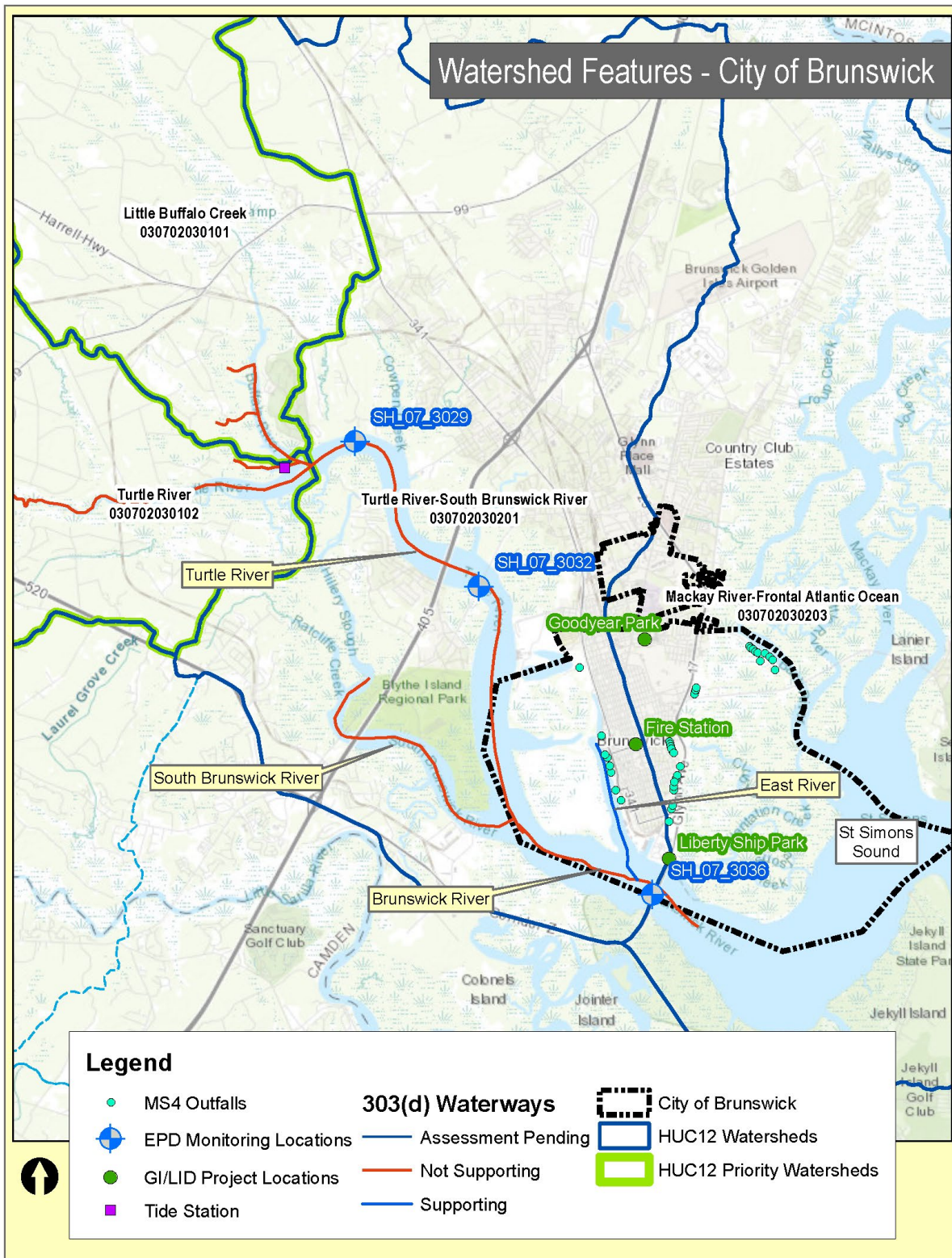
County or Counties: Glynn

Latitude (decimal degrees): 31.174709

Longitude (decimal degrees): -81.487449

- Approximately 5,000 square feet of permeable pavement

**a) Project Area Description and Map:**



**Figure 1.** City of Brunswick Watershed Features (Priority HUC-12 Watersheds, 303(d) streams, EPD Monitoring Locations, MS4 Outfalls, GI/LID Project Locations, and Tide Station).

**b) Watershed Characteristics:**

Size of Watershed(s) or Drainage Area (Acres):

- 51,924 acres; HUC12 (030702030201) – Turtle River-South Brunswick River;
  - *Primary watershed draining western Brunswick*
- 59,589 acres; HUC12 (030702030203) – Mackay River-Frontal Atlantic Ocean;
  - *Primary watershed draining eastern Brunswick*
- 66,924 acres; HUC12 (030702030101) – Little Buffalo Creek;
  - *Upstream Priority Watershed – receives runoff from Brunswick due to tidal influence*
- 59,156 acres; HUC12 (030702030102) – Turtle River;
  - *Upstream Priority Watershed – receives runoff from Brunswick due to tidal influence*

Size of GI/LID Project Drainage Area:

- Fire Station (permeable pavement & cistern)
  - ~0.2 acres
- Liberty Ship Park (bioretention)
  - ~0.9 acres
- Goodyear Park (permeable pavement)
  - ~0.3 acres

**c) Land Uses within the Watershed(s) or Project Area (Percentages):**

Land Use/Land Cover Changes are provided below for the two HUC12 watersheds that Brunswick is located, as well as collectively from these two plus the two “upstream” Priority HUC12 Watersheds that receive runoff from Brunswick due to tidal influence. Lastly, Land Use classes are provided for the three project areas. The Fire Station and two parks have been here for decades and are sites of retrofits to remove impervious area and install GI/LID practices.

HUC12 (030702030201) – Turtle River-South Brunswick River

<u>Categories</u>	<u>2001</u>	<u>2016</u>	<u>Changes</u>
Agricultural	0.5%	0.8%	+0.3%
Commercial Forestry	0.0%	0.0%	none
Urban/Residential	22.4%	25.8%	+3.4%
Mining/Extraction	0.0%	0.0%	none
Forest/Natural Areas	28.3%	25.5%	-2.8%
Open Water	16.1%	15.8%	-0.4%
Wetlands	32.6%	32.1%	-0.5%
TOTAL	100%	100%	0%

HUC12 (030702030203) – Mackay River-Frontal Atlantic Ocean

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<u>Categories</u>	<u>2001</u>	<u>2016</u>	<u>Changes</u>
Agricultural	3.8%	3.6%	-0.3%
Commercial Forestry	0.0%	0.0%	none
Urban/Residential	16.3%	18.4%	+2.0%
Mining/Extraction	0.0%	0.0%	none
Forest/Natural Areas	15.2%	12.9%	-2.3%
Open Water	19.8%	20.3%	+0.5%
Wetlands	44.8%	44.8%	+0.1%
TOTAL	100%	100%	0%

**Four HUC12 Watersheds combined:**

HUC12 (030702030201) – Turtle River-South Brunswick River;

HUC12 (030702030203) – Mackay River-Frontal Atlantic Ocean;

HUC12 (030702030101) – Little Buffalo Creek; and

HUC12 (030702030102) – Turtle River.

<u>Categories</u>	<u>2001</u>	<u>2016</u>	<u>Changes</u>
Agricultural	0.5%	0.8%	+0.3%
Commercial Forestry	0.0%	0.0%	none
Urban/Residential	11.6%	13.0%	+1.4%
Mining/Extraction	0.0%	0.0%	none
Forest/Natural Areas	37.8%	36.3%	-1.5%
Open Water	9.7%	9.8%	+0.0%
Wetlands	40.3%	40.1%	-0.2%
TOTAL	100%	100%	0%

**Fire Station; Liberty Ship Park; Goodyear Park**

<u>Categories</u>	<u>2001</u>	<u>2016</u>	<u>Changes</u>
Urban/Residential	100%	100%	+0.0%

**Earlier Data Source & Date (for all of the above):**

- Multi-Resolution Land Characteristics Consortium (MRLC.GOV)  
National Land Cover Database (NLCD), NLCD 2001 Land Cover

**Later Data Source & Date (for all of the above):**

- Multi-Resolution Land Characteristics Consortium (MRLC.GOV)  
National Land Cover Database (NLCD), NLCD 2016 Land Cover

**d) Hydrologic Unit Code(s), Watershed Name(s) and Priority Watershed(s):**

HUC #: 030702030201 Name: Turtle River-South Brunswick River Priority: N/A

- City of Brunswick draining to the west

HUC#: 030702030203 Name: Mackay River-Frontal Atlantic Ocean Priority: N/A

- City of Brunswick draining to the east

HUC #: 030702030101 Name: Little Buffalo Creek Priority: X

- Due to tidal influence, stormwater outflow from City of Brunswick will travel into this Priority HUC-12 Watershed

HUC #: 030702030102 Name: Turtle River Priority: X

- Due to tidal influence, stormwater outflow from City of Brunswick will travel into this Priority HUC-12 Watershed

Although the discharge point into the South Brunswick River is “downstream” of two Priority HUC-12 Watersheds (Turtle River and Little Buffalo Creek), the Brunswick River and Turtle River System (Turtle River, Buffalo River, and South Brunswick River) are tidally-influenced systems, so runoff and associated pollutants discharged into the Brunswick River will travel upstream during a rising tide to impact the two Priority HUC-12 Watersheds, as shown in Figure 1. Based on tide stations described below, the head of tide extends into the impaired reach of the Turtle River System and into the two Priority HUC-12 Watersheds. Key distances from stormwater discharge points in relation to the priority HUC-12 Watersheds and impaired stream segment are noted below:

- The East River, which drains the western half of the City, is located approximately:
  - 1.5 miles “downstream” of the impaired segment of the Turtle River System
  - 9.5 miles “downstream” of the priority watershed boundary
- One of the tidal channels to the east of Hwy 17 that drains the southeastern section of the City is located approximately:
  - 2.25 miles “downstream” of the impaired segment of the Turtle River System
  - 10.25 miles “downstream” of the priority watershed boundary

**8. Nonpoint Source Pollution Impairments and Healthy Waters:**

**a) Section 305(b)/303(d) List of Waters:**

<b>Segment Name/Length (Miles) or (Embayment Acreage)</b>	<b>Reach Description from Section 305(b)/303(d) List of Waters</b>	<b>County Location(s)</b>	<b>Criterion Violated, Healthy Water or Documented Water Quality Impairment</b>	<b>Listing Status Category 1, 2, 3, 4 (a-c), or 5</b>
Brunswick River (5 miles)	South Brunswick River to St. Simons Sound (Brunswick)	Glynn	Criterion: Se Source: NP, UR Not Supporting, fishing	5 (Se) (DO, Assessment Pending)
East River (2 miles)	Academy Creek to the Brunswick River	Glynn	Supporting	1 (FC TMDL completed in 2016)
Turtle River System (19 miles)	Brunswick: Turtle River, Buffalo River, and South Brunswick River	Glynn	Criterion: DO, FCG (PCBs), SB Sources: M, I1, I2 Not Supporting, Fishing	4a (sources of DO are I1 & M, SB & PCBs are I2)
St. Simons Sound (10 sq. miles)	Glynn County	Glynn	Assessment Pending (for arsenic – inorganic form)	3

**b) Title and Date of TMDL, if applicable**

Revised TMDL Evaluation for Brunswick Harbor in the Satilla River Basin for Dissolved Oxygen – November 2019

**c) Known Impairments not on the 305(b)/303(d) List of Waters:**

- *Not Applicable*

**9. Post-BMP Water Quality Monitoring:**

- ✓ Project will include water quality monitoring  
 Targeted Monitoring under a Quality Assurance Project Plan (QAPP) to track trends in water quality improvement or evaluate effectiveness of new technology BMPs  
 Monitoring under a Sampling Quality and Assurance Plan (SQAP) to qualify and assess data for Georgia 305(b)/303(d) List of Waters
- ~~Project Will Not Include Water Quality Monitoring~~

Project will include installation of secured and programmed monitoring equipment (i.e., pressure transducers and rain gauge) and follow a QA/QC Monitoring Plan similar to the recently completed 319(h) Grant-funded Project, “FY15-17, Monitoring Infiltration Rates

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of Coastal LID Practices – Phase 1,” where the hydrologic performance of the implemented BMPs will be evaluated to estimate runoff volume and pollutant load removal rates. Monitoring equipment to be provided by UGA Marine Extension and Georgia Sea Grant. A QA/QC Monitoring Plan will be developed in Quarter #1 and submitted to EPD in Quarter #2. Data collection, analysis and reporting according to *QA/QC GI/LID Monitoring Plan* will be conducted by UGA after construction is complete.

**10. Project Budget:**

<b>Line Item</b>	<b>Line Item Description</b>	<b>319(h) Grant Funds (60% Maximum)</b>	<b>Non-Federal Matching Funds (40% Minimum)</b>	<b>Total</b>
A	<u>Personnel</u> City of Brunswick Staff Personnel: Contribution and salary vary by employee, current employees have expected contributions ranging from 0.01 to 0.05 FTE and salaries ranging from \$33,280 to \$76,000 Please see budget narrative for additional details.	\$0	\$39,014	\$39,014
	<b>Sub Total:</b>	<b>\$0</b>	<b>\$39,014</b>	<b>\$39,014</b>
B	<u>Fringe Benefits</u> City of Brunswick Staff Fringe: Fringe Rate varies by employee, current employees have fringe rates ranging from 24.2% to 47.7%  Please see budget narrative for additional details.	\$0	\$15,363	\$15,363
	<b>Sub Total:</b>	<b>\$0</b>	<b>\$15,363</b>	<b>\$15,363</b>
C	<u>Travel:</u> N/A	\$0	\$0	\$0
	<b>Sub Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



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Line Item	Line Item Description	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
D	<u>Equipment:</u> N/A	\$0	\$0	\$0
	<b>Sub Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
E	<u>Supplies:</u> N/A	\$0	\$0	\$0
	<b>Sub Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
F	<u>Contractual:</u> Contractor Name: University of Georgia Marine Extension and Georgia Sea Grant Description of Duties: Lead efforts under <i>Project Activity</i> "Stakeholder Engagement" and <i>Project Activity</i> "Community Engaged Outreach"	\$30,542	\$30,542	\$61,084
	Contractor Name: University of Georgia Marine Extension and Georgia Sea Grant Description of Duties: Lead efforts under <i>Project Activity</i> "Monitoring"	\$21,691	\$21,691	\$43,382
	Contractor Name: Goodwyn Mills and Cawood (GMC) Description of Duties: grant administration, grant reporting	\$12,000	\$12,000	\$24,000
	Contractor Name: TBD Description of Duties: design, engineer, survey, and obtain permits for GI/LID BMPs for Fire Station Site, Liberty Ship Park, and Goodyear Park	\$40,000	\$0	\$40,000
	Contractor Name: TBD Description of Duties: Install GI/LID BMPs at Fire Station Number and Type of BMP: Cistern and Permeable Pavement	\$61,458	\$20,000	\$81,458

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Line Item	Line Item Description	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
	Contractor Name: TBD Description of Duties: Install GI/LID BMPs at Liberty Ship Park. Number and Type of BMP: Bioretention	\$64,292	\$35,000	\$99,292
	Contractor Name: TBD Description of Duties: Install GI/LID BMPs at Goodyear Park. Number and Type of BMP: Permeable Pavement	\$63,306	\$22,124	\$85,430
	<b>Sub Total</b>	\$293,289	\$141,357	\$434,646
G	Other: N/A	\$0	\$0	\$0
	<b>Sub Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
H	Total Direct Charges: (Sum of A-H)	<b>\$293,289</b>	<b>\$195,734</b>	<b>\$489,023</b>
I	Indirect Charges: N/A	\$0	\$0	\$0
J	<b>Total:</b> (Sum of I and J)	<b>\$293,289</b>	<b>\$195,734</b>	<b>\$489,023</b>

**Narrative Justification for Line Items (Federal, Match or Both):**

• **Personnel Narrative Justification (A): \$39,014**

*Personnel time on this project will be used as In-Kind Match.*

Expected contributions and current salaries from staff are summarized in the attachment: “*City of Brunswick Personnel & Fringe.pdf*”. They are also described in the bulleted list below, along with responsibilities and duties.

- Public Works Director
  - Responsibilities/Duties: Primary project manager, review deliverables from subcontractors, manage staff.
  - \$76,000 salary at 0.04 FTE for 3 years. - \$9,120
- Engineering Technician
  - Responsibilities/Duties: Assist with coordination of City’s Stormwater Masterplan, site selection, plan review, support Public Works Director.
  - \$37,710 salary at 0.05 FTE for 3 years. - \$5,656
- Assistant Director of Public Works

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- Responsibilities/Duties: Assist with coordination of City's Stormwater Masterplan, identify drainage needs, site selection, plan review, support Public Works Director.
  - \$53,144 salary at 0.04 FTE for 3 years. - \$6,377
- Field Support Superintendent, Public Works
  - Responsibilities/Duties: Assist with coordination of City's Stormwater Masterplan, identify drainage needs, site selection, coordinate construction for City-led projects, equipment operator.
  - \$54,038 salary at 0.04 FTE for 3 years. - \$6,484
- Administrative Assistant, Public Works
  - Responsibilities/Duties: Administrative support to coordinate meetings, assist with compiling grant administration documentation for the City (e.g., timesheets).
  - \$33,280 salary at 0.05 FTE for 3 years. – \$4,992
- Director of Planning, Development, and Codes
  - Responsibilities/Duties: Site selection, support determining site suitability from standpoint of potential development and allowable site usage, plan review.
  - \$63,980 salary at 0.01 FTE for 3 years. - \$1,919
- Director of Community Services
  - Responsibilities/Duties: Coordinate Neighborhood Planning Assembly (NPA) organizations for projects in specific NPAs, facilitate presentations to NPAs and compiling groups' comments and input.
  - \$62,795 salary at 0.015 FTE for 3 years. - \$2,825
- Assistant Finance Director
  - Responsibilities/Duties: Assist with financial administration of the grant, oversee payment of consultant invoices and prepare required documentation to verify matching funds.
  - \$54,724 salary at 0.01 FTE for 3 years. - \$1,641
- **Fringe Benefits Narrative Justification (B):**  
*Fringe benefits will be used as In-Kind Match.*  
Fringe benefits of the City of Brunswick include: annual holidays, vacation leave, sick leave, workers' compensation, group medical and hospital insurance, group life insurance, and retirement. Fringe Rate varies for each employee based on several factors. Current fringe rates and expected contributions for staff are summarized in the attachment: "*City of Brunswick Personnel & Fringe.pdf*"
- **Travel Narrative Justification (C):**  
Travel is not being charged as part of this grant.
- **Equipment Narrative Justification (D):**  
No individual items have an acquisition cost greater than \$5,000.
- **Supplies Narrative Justification (E):**  
Supplies are not being charged as part of this grant.

- **Contractual Narrative Justification (F):**

- UGA Marine Extension and Georgia Sea Grant – Technical Assistance for “Stakeholder Engagement” and “Community Engaged Outreach” Project Activities: *This contractual item totals \$61,084, with 50% (\$30,542) coming from Grant funds, and UGA providing 50% (\$30,542) as Match.*

- Responsibilities/Duties: facilitate stakeholder meetings and maintain communication with “Rethinking Runoff” plan stakeholder group, provide technical support for construction oversight of GI/LID projects, lead education and outreach efforts under the *Project Activity* “Community Engaged Outreach,” and provide \$30,542 in match. Each responsibility/duty is matched 1:1 with staff support and materials to complete each task. UGA will develop the communication, education, and outreach (CEO) plan, and implement the CEO plan. This will include creating and posting resources on open-source website, distribute to news media, and/or post on social media to describe the project process, outcomes, and role in managing stormwater. UGA will also present the phases of this project at a conference and lead a field tour of the completed sites.

Estimate grant costs by budget category are:

Personnel ~ \$16,860 in grant funds; ~200 student hours (\$3,000), \$7,000 in communications staff support (0.15 FTE), \$1,500 in clerical staff support/reporting (0.03 FTE) and ~ \$5,400 faculty and staff technical guidance (0.08 FTE)

Supplies ~ \$3,000 in grant funds

Travel ~ \$650 in grant funds

F&A/Indirect Costs (49%) ~ \$9,885 in grant funds

- The following is a list of activities associated with each proposed task and estimated costs:
  - Task #1 – Convene a minimum of two additional meetings with stakeholders from the RR Plan to update progress and seek feedback on implementation of GI/LID practices and outreach plans
    - Estimated Cost (Match + Grant Funds) = \$9,520
    - Includes salary support (faculty, staff, and students), communication deliverables, meeting space fees, handouts, and meeting materials
  - Task #10 – Develop CEO Plan (Communication, Education, & Outreach) – may include educational activities such as classes, volunteer events, field trips, workshops, construction training, litter campaigns, a website, social media campaigns, passive signage, etc.
    - Estimated Cost (Match + Grant Funds) = \$6,558
    - Includes salary support (faculty, staff, and students), graphic and editing design support, website/social media promotion

- Task #11 – Implement CEO Plan (conduct a minimum of 5 educational events)
  - Estimated Cost (Match + Grant Funds) = \$21,350
  - Includes salary support (faculty, staff, and students), graphic and editing design support, signage, website/social media promotion, travel, education and outreach event supplies and materials, event registration fees
  -
- Task #12 – Present various phases of at least one project at a minimum of one conference/seminar/workshop/webinar.
  - Estimated Cost (Match + Grant Funds) = \$9,064
  - Includes salary support (faculty, staff, and students), graphic and editing design support, website/social media promotion, handout or poster printing, travel, conference registration fees
- Task #13 – Summarize project process, outcomes, and role in managing stormwater in a factsheet/short report/brochure/ArcGIS Storymap
  - Estimated Cost (Match + Grant Funds) = \$9,888
  - Includes salary support (faculty, staff, and students), graphic and editing design support, website/social media promotion, software/licensing
- Task #14 – Conduct at least one field tour
  - Estimated Cost (Match + Grant Funds) = \$3,760
  - Includes salary support (faculty, staff, and students), communication deliverables, meeting space/transportation costs, handouts, website/social media promotion,
  -
- Task #15 – Add installed GI/LID BMPs to “Coastal LID Inventory”
  - Estimated Cost (Match + Grant Funds) = \$940
  - Includes salary support (faculty, staff, and students), website support
- UGA Marine Extension and Georgia Sea Grant – Monitoring Technical Assistance:  
*This contractual item totals \$43,382, with 50% (\$21,691) coming from Grant funds, and UGA providing 50% (\$21,691) as Match.*
  - Responsibilities/Duties: draft and finalize *QA/QC Monitoring Plan* for monitoring program, provide monitoring equipment (pressure transducers, rain gauges, and associated data retrieval devices) and support staff to collect and manage hydrologic performance data, and provide \$21,691 in match. Each responsibility/duty is matched 1:1 with staff support and materials to complete each task.

Estimate grant costs by budget category are:

Personnel ~ \$9,360 in grant funds; ~200 student hours (\$3,000), \$1,200 in

communications staff support (0.03 FTE), \$750 in clerical staff support/reporting (0.03 FTE) and ~ \$4,410 faculty and staff technical assistance/field support (0.065 FTE)  
Supplies ~ \$5,000 in grant funds  
Travel ~ \$200 in grant funds  
F&A (49%) ~ \$7,130 in grant funds

- The following is a list of activities associated with each proposed task and estimated costs:
  - Task #6 – Finalize QA/QC Monitoring Plan
    - Estimated Cost (Match + Grant Funds) = \$1,705
    - Includes salary support (faculty, staff, and students), communication deliverables, website support
  - Task #7 – Install Water Level Wells & Rain Gauges
    - Estimated Cost (Match + Grant Funds) = \$12,130
    - Includes salary support (faculty, staff, and students), purchasing of monitoring equipment and rain gauges, assembly of monitoring wells, field installation and inspection
  - Task #8 – Download Water Level and Rain Gauge Monitoring Equipment monthly for 12 months & Model Reductions in Sediment, Nitrogen, and Phosphorus Loads.
    - Estimated Cost (Match + Grant Funds) = \$13,990
    - Includes salary support (faculty, staff, and students), monthly data download, field support, travel, maintenance of field sites/equipment
  - *Task #9 – Compare and Analyze Pre/Post Installation of WQ Data from Turtle and Brunswick Rivers*
    - *This one is GMC led*
    - Estimated Cost (Match + Grant Funds) = \$1,290
    - Includes salary support (faculty, staff, and students), communication deliverables, website/social media
- Goodwyn Mills and Cawood (GMC) – Grant Administration/Reporting Technical Assistance:

*This contractual item totals \$24,000, with 50% (\$12,000) coming from Grant funds, and the City paying 50% (\$12,000) as Match.*

  - Responsibilities/Duties: assist City with grant administration, lead grant reporting efforts, interpret and summarize water level, rain gauge, and in-stream DO monitoring data for reports.
- Engineering Design: TBD

*This contractual item totals \$40,000, and it will be paid with Grant funds.*

  - Responsibilities/Duties: design, engineer, survey, obtain permits, and provide construction administration for GI/LID BMPs for Fire Station Site, Liberty

Ship Park, and Goodyear Park. The construction cost for these three project locations totals approximately \$266,000, so a standard estimate of 150% of total project cost was used to estimate this component. This total of \$40,000 is being applied entirely to grant funds.

- Install GI/LID BMPs at Fire Station: TBD  
*This contractual item totals \$81,458, with \$61,458 coming from Grant funds, and the City contributing \$20,000 as Match through equipment usage and labor, in-kind time, and construction cost.*
  - Construction Contract: this site is planned to cover 3,200 square feet of permeable pavement parking and a 5,000-gallon cistern to use for truck washing. A construction cost estimate for the conceptual design is included in the attachment:
    - *“Budget\_Construction Cost for Section 319h FY2020-Brunswick.pdf”*
- Install GI/LID BMPs at Liberty Ship Park: TBD  
*This contractual item totals \$99,292, with \$64,292 coming from Grant funds, and the City contributing \$35,000 as Match through equipment usage and labor, in-kind time, and construction cost.*
  - Construction Contract: this site is planned to cover 3,200 square feet of bioretention to intercept runoff from existing impervious surfaces. A construction cost estimate for the conceptual design is included in the attachment:
    - *“Budget\_Construction Cost for Section 319h FY2020-Brunswick.pdf”*
- Install GI/LID BMPs at Goodyear Park: TBD  
*This contractual item totals \$85,430, with \$63,306 coming from Grant funds, and the City contributing \$22,124 as Match through equipment usage and labor, in-kind time, and construction cost.*
  - Construction Contract: this site is planned to cover 5,000 square feet of permeable pavement to intercept runoff from existing impervious surfaces and serve as new parking stalls for park upgrades. A construction cost estimate for the conceptual design is included in the attachment:
    - *“Budget\_Construction Cost for Section 319h FY2020-Brunswick.pdf”*

- **Other Narrative Justification (G):**

There are no “Other” items being charged as part of this grant.

- **Indirect Charges Narrative Justification (I):**

No indirect charges will be applied for with this grant.

**11. Project Schedule: See attached EXCEL form:**

*“Section 319h\_Project Schedule\_Brunswick\_4-25-21\_RAB.xls”*

**12. Project Attachment(s):**

*“City of Brunswick Personnel & Fringe.pdf”*

*“Budget\_Construction Cost for Section 319h FY2020-Brunswick.pdf”*

*“Proposed Layouts for 319 Sites\_04072021.pdf”*

**Personnel (City of Brunswick)**

<b>Position</b>	<b>Salary</b>	<b>FTE</b>	<b>Years</b>	<b>Expected Contribution</b>
Public Works Director	\$ 76,000	4.0%	3	\$ 9,120
Engineering Technician	\$ 37,710	5.0%	3	\$ 5,656
Assistant Public Works Director	\$ 53,144	4.0%	3	\$ 6,377
Field Support Superintendent	\$ 54,038	4.0%	3	\$ 6,484
Administrative Assistant, Public Works	\$ 33,280	5.0%	3	\$ 4,992
Director of Planning Development & Codes	\$ 63,980	1.0%	3	\$ 1,919
Director of Community Services	\$ 62,795	1.5%	3	\$ 2,825
Assistant Finance Director	\$ 54,724	1.0%	3	\$ 1,641
<b>Total</b>				<b>\$ 39,014</b>

**Fringe (City of Brunswick)**

<b>Position</b>	<b>Fringe Rate</b>	<b>FTE</b>	<b>Years</b>	<b>Expected Contribution</b>
Public Works Director	34.5%	4.0%	3	\$ 3,146
Engineering Technician	44.9%	5.0%	3	\$ 2,539
Assistant Public Works Director	41.2%	4.0%	3	\$ 2,627
Field Support Superintendent	41.0%	4.0%	3	\$ 2,658
Administrative Assistant, Public Works	47.7%	5.0%	3	\$ 2,381
Director of Planning Development & Codes	36.4%	1.0%	3	\$ 698
Director of Community Services	24.2%	1.5%	3	\$ 683
Assistant Finance Director	38.5%	1.0%	3	\$ 631
<b>Total</b>				<b>\$ 15,363</b>



**Attachment: Preliminary Construction Cost Estimates for GI/LID BMPs**

- Brunswick Fire Station
  - 3,200 sq. ft. of pervious concrete for parking lot retrofit
  - 5,000-gallon cistern to treat rooftop runoff

<b>Construction Cost Estimate (Brunswick Fire Station)</b>				
<b>Description</b>	<b>Unit Cost</b>	<b>Type</b>	<b>Units</b>	<b>Total Cost</b>
Mobilization/Traffic Control / E&S Control	\$ 12,500.00	LS	1	\$ 12,500
Pervious Concrete (6" thick)	\$ 10.00	SF	3,200	\$ 32,000
Gravel (12" layer)	\$ 70.00	CY	120	\$ 8,400
Geotextile	\$ 1.50	SF	3,200	\$ 4,800
Monitoring Port	\$ 680.00	EA	1	\$ 680
Excavation/Grading	\$ 30.00	CY	180	\$ 5,400
5,000-gallon Cistern (w/ plumbing & pump)	\$ 11,995.00	LS	1	\$ 11,995
Contingency	7.5%			\$ 5,683
<b>Total Construction Cost</b>				<b>\$ 81,458</b>
<i>Total Grant</i>				<i>\$ 61,458</i>
<i>Total Match</i>				<i>\$ 20,000</i>

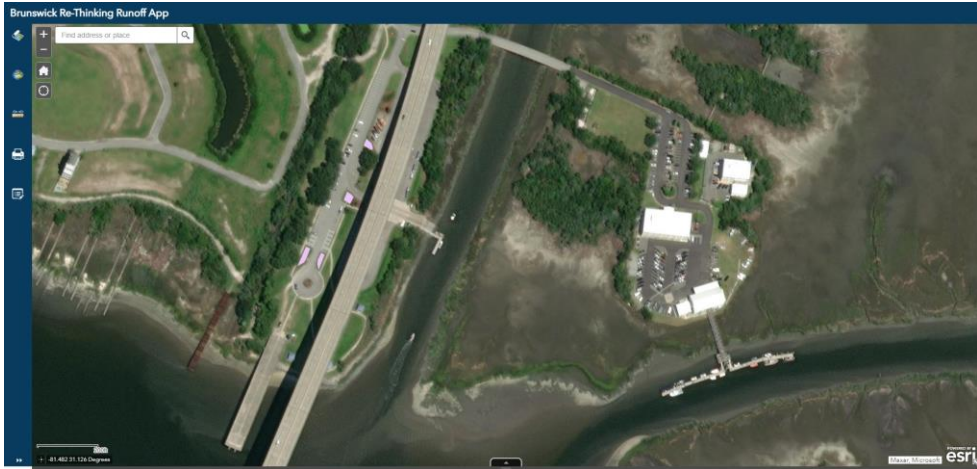
- Goodyear Park
  - 5,000 sq. ft. of pervious concrete for parking upgrades

<b>Grant-Related Items for Construction at Goodyear Park</b>				
<b>Description</b>	<b>Unit Cost</b>	<b>Type</b>	<b>Units</b>	<b>Total Cost</b>
Mobilization/Traffic Control / E&S Control	\$ 0.00	LS	1	\$ 0*
Pervious Concrete (6" thick)	\$ 10.00	SF	5,000	\$ 50,000
Gravel (12" layer)	\$ 70.00	CY	185	\$ 12,950
Geotextile	\$ 1.50	SF	5,000	\$ 7,500
Monitoring Port	\$ 680.00	EA	1	\$ 680
Excavation/Grading	\$ 30.00	CY	278	\$ 8,340
Contingency	7.5%			\$ 5,960
<b>Total Construction Cost</b>				<b>\$ 85,430</b>
<i>Total Grant</i>				<i>\$ 63,306</i>
<i>Total Match</i>				<i>\$ 22,124</i>

\* lumped with Fire Station contract for pervious concrete installation

- Liberty Ship Park
  - 3,200 sq. ft. of bioretention to intercept runoff from existing impervious surfaces

<b>Grant-Related Items for Construction at Liberty Ship Park</b>				
<b>Description</b>	<b>Unit Cost</b>	<b>Type</b>	<b>Units</b>	<b>Total Cost</b>
Mobilization	\$ 8,397.00	LS	1	\$ 8,397
E&S Control	\$ 1,500.00	LS	1	\$ 1,500
Survey	\$ 1,500.00	LS	1	\$ 1,500
Concrete Curb	\$ 15.00	LF	200	\$ 3,000
Underdrain	\$ 15.00	LF	150	\$ 2,250
Gravel Layer	\$ 70.00	CY	88.89	\$ 6,222
Media Layer	\$ 70.00	CY	237.04	\$ 16,593
Vegetation	\$ 4.00	SF	3,200	\$ 12,800
Mulch Layer	\$ 70.00	CY	23.7	\$ 1,659
Excavation	\$ 55.00	CY	444.44	\$ 24,444
Inlets/Overflow	\$ 3,000.00	EA	4	\$ 12,000
Daylight Underdrain	\$ 1,000.00	EA	2	\$ 2,000
Contingency	7.5%			\$ 6,927
<b>Total Construction Cost</b>				<b>\$ 99,292</b>
<b>Total Grant</b>				<b>\$ 64,292</b>
<b>Total Match</b>				<b>\$ 35,000</b>



# Liberty Ship Park

Multiple locations with Bioretention to address parking lot impervious area and minor flooding.

## Bioretention receiving runoff from pier and cul-de-sac



Pink polygons in aerial are locations of GI/LID



Green polygons in photos are locations of GI/LID

## Parking Lot Bioretention Retrofits (1 of 2):

*Utilize existing grate inlets as overflow structures for bioretention*



Utilize grate inlet for overflow and excavate to create shallow depression for surface storage



## Parking Lot Bioretention Retrofits (2 of 2):



Will keep bioretention outside of tree drip line to protect roots



## Goodyear Park

High priority area due to this area draining to locations with flooding issues and it is City-owned – targeting pervious concrete parking

With planned park upgrades at this site, there will be a need for clearly defined parking areas, so the proposed GI/LID solution is to install pervious concrete parking stalls to intercept runoff before entering the existing grate inlet



Project Schedule																																						
	Initial	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			5th Quarter			6th Quarter			7th Quarter			8th Quarter			9th Quarter			10th Quarter			11th Quarter			12th Quarter			Final
Federal Drawdown Amount	\$293,289	\$5,000			\$40,000			\$60,000			\$75,000			\$60,000			\$10,000			\$10,000			\$9,000			\$8,000			\$8,000			\$4,000			\$5,289			\$293,289
Percent Federal Remaining	100%	98%			85%			64%			39%			18%			15%			11%			9%			6%			3%			2%			0%			0%
Match Amount	\$0	\$5,000			\$10,000			\$35,000			\$40,000			\$35,000			\$12,000			\$12,000			\$10,000			\$10,000			\$10,000			\$6,000			\$10,734			\$195,734
Percent Match Accrued	0%	3%			8%			26%			46%			64%			70%			76%			81%			86%			91%			95%			100%			100%
Milestones/Tasks	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24		
Execute Contract																																						
Task 1: Convene Stakeholder Meetings (for Rethinking Runoff Plan group)																																						
Task 2: Execute MOU with GDOT for construction at Liberty Ship Park																																						
Task 3: Design GI Stormwater BMPs																																						
Task 4: Install GI Stormwater BMPs																																						
Task 5: Provisions for O&M of BMPs																																						
Task 6: Finalize QA/QC Monitoring Plan																																						
Task 7: Install Monitoring Equipment in BMP																																						
Task 8: Download Monitoring Data & Model Reductions in Pollutant Loads																																						
Task 9: Compare and Analyze Pre/Post Water Quality Monitoring Data																																						
Task 10: Develop a Communication, Education, and Outreach Plan																																						
Task 11: Implement a Communication, Education, and Outreach Plan																																						
Task 12: Present Case Study at a Conference/Seminar/Workshop																																						
Task 13: Summarize Project Process and Outcomes in a Factsheet / Short Report / Brochure / ArcGIS Storymap																																						
Task 14: Conduct Field Tour																																						
Task 15: Add Installed GI/LID BMPs to "Coastal LID BMP Inventory"																																						
Task 16: Identification of Documents and Projects																																						
Task 17: Submit Quarterly Invoices & Status Reports																																						
Task 18: Submit Annual Report & Quarterly Invoice																																						
Task 19: Submit Final Close-Out Report																																						

Key	
Meetings & Outreach	
Monitoring	
Ag BMPs	
Septic BMPs	
Urban BMPs	
Contract & Reports	

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

**Georgia Environmental Protection Division**

\_\_\_\_\_  
Name of Public Employer

\_\_\_\_\_  
Name of Project

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**SUBJECT: GLYNN AVENUE LINK TRAIL FROM OVERLOOK PARK TO SR 25 SPUR EAST – DESIGN AND PERMITTING – DRMP, INC.**

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**COMMISSION ACTION REQUESTED ON:** October 6, 2021

**PURPOSE:**

Approval of an agreement with DRMP, Inc. for the design and permitting services for the Boardwalk Bike and Pedestrian Trail along US Hwy 17 from Overlook Park to the Torras Causeway.

**HISTORY:**

The City of Brunswick maintains a growing network of bicycle and pedestrian trails throughout the city. One of the primary paths for bicycle and pedestrian traffic is the trail along US Highway 17 which currently extends from the base of the Sidney Lanier Bridge to Overlook Park. The trail is heavily used by both local bicyclists and pedestrians as well as bicyclists passing through the area.

**FACTS AND ISSUES:**

The current trail ends at Overlook Park on the east side of US Hwy 17 at Gloucester Street. There is also a bicycle and pedestrian trail along the Torras Causeway beginning at the Welcome Center and extending to St. Simons Island. However, there is not currently a completed link between Overlook Park and the Torras Causeway. The proposed Boardwalk Trail would be located along the east side of Hwy 17 and would provide the link between the park and the causeway. The proposed segment of trail would complete a connection from St. Simons Island through the City of Brunswick to the Sidney Lanier Bridge. The completed trail will provide recreational opportunities for local residents as well as a destination for tourists and other visitors to the area.

The City was recently awarded a Transportation Alternatives Program (TAP) grant from the Georgia Department of Transportation (GDOT). The grant is intended to fund the design, permitting and construction administration of the proposed boardwalk trail. Because the funding is provided through GDOT, the project sequence must follow the GDOT Plan Development Process (PDP). This is a documented process which guides the design, permitting and construction phases of a project. The PDP covers all tasks of a project such as concept



development, survey and database preparation, environmental assessment and review, preliminary plan preparation, right-of-way acquisition, and final plan preparation.

Because the project will include state and federal funding, the City is also required to hold a Locally Administered Project certification. (City staff has attended the required classes and holds the required certification.) One part of the LAP certification includes the knowledge of the Georgia state procurement guidelines. This project was advertised, and a consultant was selected in accordance with the state procurement guidelines. DRMP was selected through the procurement process as the preferred design consultant for the proposed project. DRMP is a large civil design firm with significant experience in design of similar projects.

The proposed location of the boardwalk trail along the east side of US Hwy 17 will require significant environmental permitting tasks as well as geotechnical investigation, bridge design and hydrologic assessment. These tasks, along with the permitting requirements associated with the project, result in a very lengthy service agreement in order to meet the PDP guidelines. The agreement is divided into four phases. Phase I includes concept development, database preparation (site surveying), and preparation of environmental documents. Phase II includes preparation of preliminary plans and right-of-way plans. Phase III will include the preparation of the final plans, and Phase IV will include construction services.

**BUDGET INFORMATION:**

The total projected cost of the four phases of this agreement is \$1.16 million. The Phases will be completed as separate Task Orders within the overall agreement. The cost of the task order for Phase I is \$395,735.86.

The TAP grant was awarded by GDOT to the City in the amount of \$420,000. The grant requires a 25% local match (\$105,000). This local match will be paid from SPLOST VI – Hwy 17 Infrastructure funds. An additional TAP grant will be necessary to complete the future phases of this design contract. The second grant application will be submitted at the FY 23 grant cycle.

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**OPTIONS:**

1. Authorize the Mayor to sign an agreement with DRMP, Inc. for Phase I of design and permitting for the Glynn Avenue Link Trail from Overlook Park to SR 25 Spur East in the amount of \$395,735.86
  2. Do not authorize the Mayor to sign an agreement with DRMP, Inc. for Phase I of design and permitting for the Glynn Avenue Link Trail from Overlook Park to SR 25 Spur East in the amount of \$395,735.86
  3. Take no action at this time.
-

**DEPARTMENT RECOMMENDATION ACTION:**

Authorize the Mayor to sign an agreement with DRMP, Inc. for Phase I of design and permitting for the Glynn Avenue Link Trail from Overlook Park to SR 25 Spur East in the amount of \$395,735.86

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**DEPARTMENT:   Engineering**

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

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**ADMINISTRATIVE COMMENTS:**

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**ADMINISTRATIVE RECOMMENDATION:**

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Authorize the Mayor to sign an agreement with DRMP, Inc. for Phase I of design and permitting for the Glynn Avenue Link Trail from Overlook Park to SR 25 Spur East in the amount of #395,735.86

Regina M. McDuffie  
City Manager

9/24/21  
Date

**PRINCIPALS**

Lawrence L. Smith, Jr.  
Wayne D. Chalifoux  
Donaldson K. Barton, Jr.  
Glenn J. Lusink  
Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett

September 23, 2021

Project No. 21-0042.000

Mr. Garrow Alberson, PE  
City Engineer / Public Works Director  
City of Brunswick  
525 Lakewood Ave.  
Brunswick, GA 31520

**Subject: P.I. 0015400 Glynn Avenue Link Trail from Overlook Park to SR 25 Spur East –  
Draft Proposal with Fees and Hours for Professional Services**

Dear Mr. Alberson:

DRMP, Inc. (DRMP) is pleased to provide the City of Brunswick (Client) the following draft proposal for professional services related to the design services for the City of Brunswick Boardwalk Project.

**PROJECT UNDERSTANDING**

DRMP understands the project consist of the following:

1. With GDOT Transportation Alternatives Program (TAP) funding, project will follow full GDOT Plan Development Process (PDP)
2. Assume Limited Scope Concept Report
3. Minimum boardwalk width is 10 feet
4. Assume no traffic collection, design, or analysis required
5. Assume a Categorical Exclusion (CE) environmental document
6. Design load on boardwalk limited to the maximum loading of a Gator Utility Task Vehicle or Pedestrian.

**SCOPE OF SERVICES**

We have developed the following four Phase-oriented scope of services based on our understanding of the project’s design phase submittal process. We expect to coordinate directly with the City of Brunswick Staff. DRMP’s scope of services will include the following phases:

**PHASE 1 – Concept Development, Database Preparation, and Environmental Document**

**TASK I – Project Management**

1. Concept Phase
  - a. Project Management and Discipline Management Coordination includes correspondence, meetings, invoicing and managing project
  - b. Coordination and meetings with public utility providers affected by the proposed project
  - c. Coordinate with other agencies or the City of Brunswick on an as-needed basis.
  - d. Public involvement

**OFFICES**

Asheboro, North Carolina  
Boca Raton, Florida  
Cary, North Carolina  
Charlotte, North Carolina  
Chipley, Florida  
Fort Myers, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
 Mooresville, North Carolina  
Orlando, Florida  
Panama City, Florida  
Pensacola, Florida  
Stockbridge, Georgia  
Tallahassee, Florida  
Tampa, Florida



## **TASK II - Roadway/Boardwalk Design**

1. Concept Phase
  - a. Advance the concept developed from TAP Application
  - b. Develop Project Justification Statement
  - c. Conduct field visit and site investigation
  - d. Develop design data book
  - e. Determine Environmental Survey Boundary (ESB)
  - f. Compile avoidance and minimization alternatives from previous phases and review with environmental team for any additional opportunities
  - g. Conduct concept drainage design
  - h. Finalize concept layout and typical sections
  - i. Prepare concept construction estimate and provide design information to support the right of way and utility estimate preparation
  - j. Attend Initial Concept Team Meeting and Concept Team Meeting, including dry run if needed
  - k. Obtain an Approved Concept Report
2. Public Involvement Phase
  - a. Attend and document Public Information Open House (PIOH)

## **TASK III - Survey (Database Preparation)**

1. Concept Phase - Concept Development
  - a. Preparation of a limited topographic survey of the proposed project route. The topographic survey swath will be approximately 2800 feet in length and approximately 60' wide. The survey will include the location of the painted edge line of the eastern, northbound travel lane and will extend to the east with the location of the edge of pavement, guard rail, utilities, top of bank, toe of slope and spot elevations in the marsh area where obtainable
  - b. Additional as-built information will be provided at the north and south points of connection. These areas will include the location of landscape areas, traffic islands, traffic signal support structures, crosswalks, curb & gutter and signage
  - c. Drainage structures along the project area will be located and shown on the survey with invert elevations and pipe sizes where applicable
  - d. Horizontal control will be based on Georgia State Plane Coordinates East Zone NAD83. Vertical control will be based on NAVD 88 datum
  - e. GDOT ROW lines will be based on GIS data and found recordable information in the Glynn County Court House property records and locatable monumentation along the west side of Glynn Avenue
2. Concept Phase – Database Preparation
  - a. EMC will prepare a survey database drawing in Civil 3D and Microstation / In-roads format meeting GDOT standards



- b. EMC will assist DRMP with the coordination efforts with other agencies and/or the City of Brunswick on an as-needed basis
- 3. Concept Phase – Environmental Document
  - a. Preparation of wetland delineation exhibits meeting specifications of the ACOE for freshwater wetlands
  - b. Preparation of saltwater wetland exhibits meeting specifications for the Georgia DNR-Coastal Resources Division
  - c. Wetland delineation survey exhibits will be provided to Terracon for review and comment. Comments received from Terracon will be reviewed and incorporated into the exhibits. Final exhibits will be submitted to Terracon for submittal to the applicable review agency
  - d. Minor revisions needed per the environmental agency review comments will be performed and a revised survey exhibit(s) will be submitted

#### **TASK IV – Environmental**

- 1. Concept Phase – Concept Development
  - a. NEPA
    - i. Attend Kickoff and Concept Meeting(s) - 3 staff with virtual meeting
    - ii. Survey for NEPA Resources - one field survey for all NEPA inputs needed
  - b. Ecology
    - i. Discipline Management – Coordination
    - ii. File Review & Deliverables Schedule Development/Coordination w/ GDOT Ecologist
    - iii. Prepare for and attend project meetings and prepare, review and comment on minutes - Assumes 3 meetings or less with OES that are virtual or phone calls
    - iv. Desktop Review & Early Coordination - Early Coordination with FWS & GDNR
    - v. Field Survey - Field studies per ERM
    - vi. ARDVRq Package & Field Visit - Includes CE and DNR with 1 field visit for each.
    - vii. State Waters Determination Package & Field Visit
    - viii. Resource Survey Report - Includes GIS mapping and no more than 3 rounds of GDOT review edits
    - ix. Avoidance & Minimization Measures Meeting (A3M) - Assumes 1 meeting in Atlanta
  - c. Cultural Resources
    - i. Discipline Management
    - ii. Team Meetings - Assumes no more than 3 virtual meetings via phone call.

- iii. History Field Survey/HRSR - Assumes no more than 3 rounds of GDOT review edits.
  - iv. Perform Phase I Archaeological Survey/Report
  - v. Prepare ARPA Permit
  - d. Special Studies
    - i. Attend agency field meeting
    - ii. Practicable Alternatives Review (PAR) Process & Report Collaboration - Assumes 1 field visit with GDOT ecologist
    - iii. CRD Package & Site Visit
    - iv. Prepare PIOH or PHOH Materials (ad, handout packet, etc.) - Pep, Promotion, Attendance, Comment Responses
2. Concept Phase – Environmental Document
- a. NEPA
    - i. Perform Environmental Management and Coordination - 24 months of team/GDOT coordination meetings, env notes, minutes, and prep (2 hrs each)
    - ii. Update T-PRO and P-6 - P6, TPRO, team schedule reviews
    - iii. Prepare Categorical Exclusion (CE)
  - b. Cultural Resources
    - i. Prepare Cultural Resources Assessment of Effects
  - c. Ecology
    - i. Discipline Management - Coordination
    - ii. File Review & Deliverables Schedule Development/Coordination with GDOT Ecologist
    - iii. Prepare for and attend project meetings and prepare, review and comment on minutes - Assumes 3 meetings or less with OES that are virtual or phone calls
    - iv. Report - Assessment of Effects Report
    - v. Preparation of Special Provision 107.23 (G or H) - To confirm with GDOT that 107.23 will not apply
  - d. Air & Noise
    - i. Write Noise Assessment - Type III project requiring Type III Noise Assessment Report GDOT template. Includes up to (2) report revisions and attendance of monthly virtual project coordination meetings
    - ii. Noise QAQC - Includes up to (2) report revisions
    - iii. Write Air Assessment - Assumes project type and location will not require detailed ozone, PM2.5, CO, or MSAT analysis. Includes up to (2) report revisions and attendance of monthly virtual project coordination meetings
    - iv. Air QAQC - Includes up to (2) report revisions

### 3. Overall List of Environmental Assumptions

- a. City of Brunswick staff will provide any available existing data, studies, calculations, and plans
- b. Concept and Environmental project limits include approximately 2,800 linear feet (LF)
- c. Project shall be designed in general accordance with GDOT policies and generally comply with GDOT Plan Development Process (PDP) Requirements, to the extent that is appropriate for the project type
- d. The project will be funded using federal funding via the GDOT TAP
- e. The project will span 2,800 LF and environmental services will include an expanded survey corridor (ESC). The survey corridor must be at least 200 feet from ROW and match the design team plans (to be developed); however, in the case of this project, the southeastern side of the project is bound by salt marsh. As such, the ESC is expected to pertain to the west/northwest portions of the project
- f. Assumes that items outlined in the Additional Services Not Provided Section of this proposal (Section F) will not be required. If project scope changes and additional scope items are included, the environmental team will provide a cost for the appropriate item at that time
- g. If early coordination with federal agencies and the Class of Action memo from Task 1 result in an FHWA decision to prepare an Environmental Assessment (EA), all findings of resource identification and technical studies will remain valid. Additional analysis for the EA would be conducted in a supplemental agreement to include the additional documentation as Draft and Final EA, a public hearing process, and coordination with agencies to obtain the FONSI.
- h. No SHPO Technical Advisory meeting is assumed in the scope
- i. No Adverse Effects are assumed; no mitigation, Section 4(f), or Memorandum of Agreement are included
- j. In the event no eligible resources are present, as concurred for both history and archeology within their approved survey areas, the technical study project phase will be considered complete without requiring a CRAOE
- k. Obtain the initial project area / design and develop the expanded survey corridor for the project
- l. Complete a desktop resource analysis of potential constraints for the study area
- m. Perform an initial site walk / meeting to evaluate constraints evaluated in the review
- n. Hold a final scoping meeting for NEPA, special studies, and Agency coordination and proceed with Agency coordination as appropriate
- o. Launch resource identification studies, to include Phase I ESA; ecology; aquatics; archeology; history; and air and noise
- p. Upon completion of resource identification field study and reports, studies will be submitted to GDOT for review and approval
- q. Upon attainment of GDOT approval, the A3M meeting will be scheduled and plans will be developed in a manner to minimize the impact to identified resources

- r. Upon completion of finalized plan and distribution to the environmental team, the technical studies Phase of the project will begin and assessment of effects (AOE) reports will be developed for the required studies
- s. Upon completion of AOE documents, studies will be submitted to GDOT for review and approval
- t. An Environmental Commitments Table (ECT) will be developed for incorporation into the design plans
- u. Field Plan Review meetings will be held to review design
- v. Agency Permitting early coordination may begin early in the project phases before resource identification
- w. Agency Permitting application efforts will be completed, as applicable, during and beyond the technical studies phase of the project

#### **TASK V – Geotechnical**

- 1. Concept Phase
  - a. No anticipated tasks for this phase

#### **TASK VI – Hydraulic/Hydrologic Studies – Bridge**

- 1. Concept Phase
  - a. Evaluate Hydraulic and Hydrologic (H&H) requirements
  - b. Coordinate with the City of Brunswick and GDOT the H&H modeling scope
  - c. Confirm FEMA limited involvement
  - d. Prepare Concept Hydraulics

#### **TASK VII – Bridge Design**

- 1. Concept Phase - Bridge Concept Report (BCR)
  - a. Determine Trail/Bridge Geometry
  - b. Review 3 Superstructure alternatives (Flat Slab concrete, Steel Beams/Concrete Deck, Wood/Composites)
  - c. Review 4 Substructure foundation alternatives (Concrete Piles, Pipe Piles, Auger/Micro Piles, FRP Piles)
  - d. Evaluate Aesthetics requirements (Railing, Lighting, Landscaping, Benches)
  - e. Coordination with TTCP and development of staged construction
  - f. Evaluate constructability requirements
  - g. Prepare a Bridge Selection Matrix with recommendation
  - h. Obtain approval of Bridge Type





## **TASK VIII – Lighting Design**

### 1. Conceptual Phase

- a. Project management and coordination with other design aspects (throughout design process)
- b. Identify potential utility conflicts and necessary clearances (throughout design process)
- c. Set up AGI32 files (lighting calculation software)
- d. Develop photometric calculations for three luminaire alternatives for lighting along path area

## **TASK IX – Landscaping Design**

### 1. Concept Phase

- a. The design team will develop a landscape plan based on the proposed hardscape and known site conditions. This work will consist of primarily an enhanced landscaping around each end of the boardwalk and shade trees along the length of the boardwalk.

## **PHASE 2 – Preliminary Plans (The following are the anticipated tasks but may be revised per PHASE 1 outcome.)**

### **TASK I – Project Management**

#### 1. Preliminary Phase

- a. Project Management and Discipline Management Coordination includes correspondence, meetings, invoicing and managing project
- b. Coordination and meetings with public utility providers affected by the proposed project
- c. Coordinate with other agencies or the City of Brunswick on an as-needed basis
- d. Public involvement

### **TASK II – Roadway/Boardwalk Design**

#### 1. Preliminary Plan Phase (30% and 60%)

- a. Advance the approved concept through the Preliminary Phase
- b. Attend A3M meeting
- c. Obtain any needed Design Variances or Exceptions (DE or DV)
- d. Conduct utilities 1st Submission for existing locations
- e. Attend Constructability Review Meeting
- f. Prepare Preliminary MS4 Report and submit to GDOT for review
- g. Prepare Intersection Sight Distance (ISD) Study
- h. Prepare preliminary quantities and cost estimate



- i. Prepare draft special provisions
  - j. Conduct preliminary drainage design
  - k. Prepare preliminary erosion control plans
  - l. Prepare Preliminary Field Plan Review (PFPR) Plans per the GDOT checklist
  - m. Attend PFPR, provide responses, and address comments in the plans
  - n. Attend Right of Way/Utility Meeting
  - o. Conduct annual cost estimate updates for GDOT
2. Public Involvement Phase
    - a. Attend and document Public Information Open House (PIOH)

### **TASK III - Survey (Database Preparation)**

1. Preliminary Phase
  - a. EMC will provide additional surveying services to locate additional features and incorporate into the survey database drawing
  - b. Provide temporary staking of the centerline alignment of the proposed trail location for field review by the GDOT, City of Brunswick, Environmental Agency or public utility provider
2. Right of Way Acquisition Exhibits
  - a. Preparation of ROW acquisition and/or easement exhibits for negotiations or acquisitions with property owners. Exhibits will be based on locations developed and provided by DRMP during the preliminary plan development phase

### **TASK IV – Environmental**

1. Preliminary Phase
  - a. NEPA
    - i. Prepare for, Participate in PFPR
    - ii. Prepare PIOH or PHOH Materials (ad, handout packet, etc.) - Pep, Promotion, Attendance, Comment Responses
  - b. Ecology
    - i. PFPR - Attend, take notes and provide written comments on plans, green sheet and report - Assumes 1 meeting at GDOT in Atlanta
2. Right of Way Plans
  - a. NEPA
    - i. Prepare Environmental Reevaluation for R/W Authorization
  - b. Ecology
    - i. Review and provide written comments on green sheet and plans



## **TASK V – Geotechnical**

1. Preliminary Phase
  - a. Phase I ESA - UST/Hazardous Waste

## **TASK VI – Hydraulic/Hydrologic Studies – Bridge**

1. Preliminary Phase
  - a. Bring together survey, LiDAR and bathymetry data
  - b. Obtain any data from GDOT to assist with our modeling
  - c. Develop a two-dimensional, unsteady, tidally influenced model
  - d. Assess impacts of wave loads and potential scour
  - e. Prepare Bridge Hydraulic Study
  - f. Perform Internal Quality Control Reviews

## **TASK VII – Bridge Design**

1. Preliminary Phase
  - a. Prepare Preliminary Bridge Layout (PBL) and obtain approval from GDOT.
  - b. Attend PFPR, provide responses, and address comments in the plans.
  - c. 4ft wall envelope and details (if required)

## **TASK VIII – Lighting Design**

1. Preliminary Phase
  - a. Work with local utility company to determine electrical service point
  - b. Project management and coordination with other design aspects (throughout design process)
  - c. Identify potential utility conflicts and necessary clearances (throughout design process)
  - d. Perform voltage drop calculations
  - e. Develop preliminary plans
  - f. Develop conduit and cable plan

## **TASK IX - Landscaping Design**

1. Preliminary Phase
  - a. The design team will develop preliminary design plans based on the approved conceptual designs. Preliminary design plans will consist of an approximately 30% complete design package
  - b. The design team will develop preliminary design plans based on the approved conceptual designs. Preliminary design plans will consist of an approximately 60% complete design package



**PHASE 3 – Final Plans (The following are the anticipated tasks but may be revised per PHASE 1 outcome.)**

**TASK I – Project Management**

1. Final Phase
  - a. Project Management and Discipline Management Coordination includes correspondence, meetings, invoicing and managing project
  - b. Coordination and meetings with public utility providers affected by the proposed project
  - c. Coordinate with other agencies or the City of Brunswick on an as-needed basis.
  - d. Public involvement

**TASK II – Roadway/Boardwalk Design**

1. Final Plans Phase
  - a. Advance the Preliminary Plans through the Final Phase
  - b. Finalize the MS4 Report
  - c. Conduct utilities 2nd Submission, for proposed relocation plans
  - d. Submit Permit Lockdown Plans thirty-one (31) or thirty-eight (38) weeks prior to the let date
  - e. Finalize Special Provisions
  - f. Conduct final drainage design
  - g. Prepare final erosion control plans
  - h. Prepare Final Field Plan Review (FFPR) Plans per the GDOT checklist
  - i. Attend FFPR, provide responses, and address comments in the plans.
  - j. Prepare Corrected FFPR Plans
  - k. Submit Final Plans for letting with the checklist
2. Public Involvement Phase
  - a. Attend and document Public Information Open House (PIOH)

**TASK III - Survey (Database Preparation)**

1. Final Phase - Right of Way Acquisition Surveys
  - a. Preparation of final ROW and/or easement surveys for the acquisition of property for said uses. Survey documents will be used for recording purposes.
  - b. Legal descriptions will be provided with each survey.

**TASK IV – Environmental**

1. Final Phase
  - a. NEPA
    - i. Perform Environmental Management and Coordination
    - ii. Prepare for, Participate in FFPR
    - iii. Prepare Environmental Reevaluation for Let
  - b. Ecology
    - i. Discipline Management - Coordination
    - ii. File Review & Deliverables Schedule Development/Coordination w/ GDOT Ecologist
    - iii. Prepare for and attend project meetings and prepare, review and comment on minutes - Assumes 3 meetings or less with OES that are virtual or phone calls
    - iv. Review and provide written comments on green sheet and plans
    - v. Buffer Variance Application
    - vi. Permit Application - Section 404 RGP 34 or Individual Permit
    - vii. FFPR - Attend, take notes and provide written comments on plans, green sheet and report - Assumes 1 meeting at GDOT in Atlanta

**TASK V – Geotechnical**

1. Final Phase
  - a. Meet with project team to learn of Trail alignment
  - b. Recon site to determine possible access pathways and special considerations
  - c. Pursue Nationwide Permit with USACE for exploration approval
  - d. Pursue Letter of Permission (LOP) with GADNR-CRD for exploration approval.
  - e. Once access paths approved and permitted by appropriate departments, flag the boring locations in the field and call 811
    - i. Access activities and drill rig requirements are largely dependent on location of the borings in the marsh and the permissible access pathways. Price and schedule will be determined once the appropriate drill rig is chosen. Drill rig could vary from ATV rig with matting, to amphibious drill rig, to airboat drill rig
  - f. Perform private utility locate if needed based on boring locations
  - g. Coordinate with City of Brunswick to remove guardrail posts. Removal performed and associated costs by City of Brunswick
  - h. Perform a total of 18 Standard Penetration Test (SPT) borings to a depth of approximately 70 feet

- i. The number of borings listed above is a preliminary estimate. The actual number of borings will be based on the number and length of the bridge spans as shown on the Structural Plans
- i. If necessary due to the project grading and earthwork requirements, a Soil Survey exploration and report will be provided
  - i. Hand auger borings would be prepared at 300-foot increments in areas of earthwork construction for the proposed Trail
  - ii. Soil samples (810.2 bag samples) will be collected for laboratory classification testing
  - iii. Depending on the alignment of the Trail, additional hand probing of the soft surface soils will be performed
- j. Selected soil samples will be retrieved for laboratory testing
- k. A Geotechnical Engineer will review the collected soil boring data and laboratory data to perform a foundation analysis for the project
  - i. Discussions with the project Structural Engineer will occur at this stage to request loading information and pile size/type requirements
- l. A BFI report and if necessary, a Soil Survey and WFI report, following the GDOT format, detailing our findings and recommendations will be provided

#### **TASK VI – Hydraulic/Hydrologic Studies – Bridge**

1. Final Phase – No anticipated Bridge H&H task in this phase

#### **TASK VII – Bridge Design**

1. Final Phase
  - a. Plan and Elevation Sheets
  - b. General Notes Sheet
  - c. Deck Plan with Railing Details Sheets (if applicable)
  - d. Deck Section/ Typical Section Sheet
  - e. End Bent Sheet with Details
  - f. Intermediate Bent Sheet with Details
  - g. Bar Reinforcement Detail Sheet
  - h. Design new boardwalk based on accepted boardwalk design criteria
  - i. Design two (2) overlooks
  - j. Compare maximum of Two (2) Railing Types
  - k. Design selected Substructure foundation
  - l. Design selected Superstructure
  - m. Design for Lighting request
  - n. Coordinate with Geotech regarding pile loadings



- o. Quantities and Cost Estimate
- p. 4ft wall envelope and details (if required)
- q. Obtain approval from GDOT for the bridge design
- r. Attend FFPR, provide responses, and address comments in the plans

#### **TASK VIII – Lighting Design**

- 1. Final Phase
  - a. Project management and coordination with other design aspects (throughout design process)
  - b. Develop final plan sheets
  - c. Develop construction details, including foundation details, single line diagrams, etc.
  - d. Develop special provisions as necessary

#### **TASK IX - Landscaping Design**

- 1. Final Phase
  - a. The design team will develop final design documents suitable for Contractor bidding that are fully coordinated with the boardwalk

#### **PHASE 4 – Construction Services (The following are the anticipated tasks but may be revised per PHASE 1 outcome.)**

- 1. Bid services
- 2. Attend Pre-Bid Meeting, if local let
- 3. Conduct 7-day inspection for erosion control
- 4. Provide shop drawing review for the bridge and any walls
- 5. Responding to RFI's. We will anticipate 10 RFI's for this project. Any RFI's above the 10 will be paid on a time and material basis
- 6. Construction Engineering and Inspection (CEI)
  - i. Conferences and Meetings; Attend meetings with Contractor, such as pre-construction conference, progress meetings, job conferences and other project-related meeting
  - ii. Periodic Construction Observation; Periodic visits to the site to observe the Contractor's work for general compliance with the Contract documents (inspections shall be performed an average of once per week, one hour on-site, during the construction contract term)
- 7. As-built surveying (Record Drawings)
  - i. An as-built survey of the boardwalk and improvements at the points of connection will be prepared and submitted to the City Engineer for review and comment

- ii. Horizontal and vertical control will be established for the project. Horizontal datum shall be based on the Georgia State Plane East Zone NAD83. Vertical datum shall be based on NAVD88
  - iii. Spot elevations will be obtained along boardwalk route
  - iv. Any discrepancies found between the construction plans and as-built drawings will be brought to the attention of the City Engineer
  - v. Final as-built / record drawings will be signed by the surveyor and engineer or recorded and submitted to the general contractor and City Engineer for signatures
  - vi. A signed and scanned copy of the record drawings will be provided to the City Engineer
8. NPDES Monitoring
- i. Provide weekly inspections of the project BMP's and report any noted deficiencies to the project manager and City of Brunswick, during site construction
  - ii. File monthly reports to EPD in accordance with the requirements to the NPDES regulations
9. Landscaping Design
- i. Bidding Assistance
    - 1. The design team will assist in prepare documents for bid letting, attend a pre-bid meeting, answer Contractor RFI's during bidding, review bid tabulations, and make recommendations for bidder selection.
  - ii. Construction Administration
    - 1. The Consultant will provide construction administration services for the project. This work will include monthly OAC meetings, review of submittals, production of RFI responses, ASI's, and site visits. TSW will participate in OAC meetings and compile final punch lists for project close out.
    - 2. Deliverables
    - 3. OAC Meetings attend up to 2 by phone per month for 4 months (8 meetings)
    - 4. Progress site visits (up to 3)
    - 5. RFI responses, submittal, and mockup review (up to 24 hours of time)
    - 6. Final punch walk review
    - 7. Final acceptance walk review





## TERMS AND CONDITIONS

### **ADDITIONAL SERVICES (Not part of this contract)**

If the Client desires to change or expand upon these services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to further work on the project. Renegotiation may be required for any of the following reasons:

1. Items not included in the above Project Understanding or Scope of Services
2. Additional analysis for the Environmental Assessment (EA) to include the additional documentation as Draft and Final EA, a public hearing process such as Public Hearing Open House (PHOH), and coordination with agencies to obtain the FONSI
3. 3D Fly-by on a conceptual boardwalk
4. Post Design
5. Retaining wall design over 4 feet
6. Design of additional overlooks
7. Subsurface Utility Engineering (SUE)
8. Traffic analyses
9. Right-of-way Phase and easement platting, mapping, appraisal, estimate, negotiation, and acquisition services
10. Pavement design services
11. Irrigation design not included in Landscape Plans
12. Right of way cost estimates are excluded
13. Utility design
14. Design utility attached to bridge
15. Utility cost estimates are excluded. These require proprietary knowledge that resides with the utility owners
16. A value engineering study is excluded
17. A Practical Alternatives Report (PAR) is excluded



**COMPENSATION SUMMARY AND TERMS**

Table - 1 summarizes the fees and hours as proposed by DRMP for the Scope of Services.

Your acceptance of this proposal may be indicated by signing in the space provided at the end of the proposal. The authorized proposal will serve as the basis of your authorization and our contractual agreement to proceed with the scope of services outlined in this proposal. Additional services or meetings, other than described above, upon request of the Owner will be invoiced hourly, consistent with Exhibits "A" and "B". The attached Exhibits "A" and "B" are hereby incorporated into this letter of agreement.

We appreciate the opportunity to provide you with this proposal. Should you have any questions regarding the contents of this proposal or if we can be of further assistance in any way, please do not hesitate to contact me via email at [MJones@drmp.com](mailto:MJones@drmp.com) or cell phone at (404) 693-0176.

Sincerely,

**DRMP, Inc.**

Mark Jones, P.E.  
Project Manager

This Scope of Services and Fee Schedule as authorized above is hereby accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attachment(s):            Exhibit "A" - Hourly Rate Schedule  
                                  Exhibit "B" - Conditions of Agreement

Georgia Department of Transportation  
**COST PROPOSAL**

Proj. No.: Not applicable  
 PI No.: 0015400  
 Prime: DRMP  
 Date: 26-Jul-2021

Project: Glynn Ave/US 17  
 County: Glynn  
 Contract Type: N/A  
 Fixed Fee %: 0%

Master Contract: 0  
 Contract Expiration: TBD  
 Task Order No: 0

Table - 1

**Cost Summary**

**By Phase / Discipline / Firm**

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the proposal.  
 Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee <small>Enter discipline provided by firm &gt;&gt;</small>	DRMP	DRMP	GWES - Drainage, Erosion Control & CEI Sub	DRMP	ICE - Bridge H&H	Terracon - Environmental Sub	Terracon - Geotechnical Sub	EMC - Survey & NPDES Monitoring Sub	TSW - Landscaping Sub	Wi-Skies - Lighting Sub				
			Project Management	Roadway Design	Drainage, Erosion Control & CEI	Bridge Design	Bridge H&H	Environmental	Geotech	Survey	Landscaping	Lighting				
	<b>Totals</b>	<b>\$ 1,159,582.16</b>	<b>\$ 67,705.50</b>	<b>\$ 254,142.92</b>	<b>\$ 119,500.00</b>	<b>\$ 223,832.34</b>	<b>\$ 91,495.05</b>	<b>\$ 155,453.00</b>	<b>\$ 155,768.35</b>	<b>\$ 54,500.00</b>	<b>\$ 22,185.00</b>	<b>\$ 15,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
1	Concept Development	\$ 319,029.14	\$ 50,344.20	\$ 82,224.49	\$ 22,452.00	\$ 59,925.13	\$ 22,272.33	\$ 60,236.00	\$ -	\$ 12,500.00	\$ 4,075.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
	Database Preparation	\$ 15,625.07	\$ 1,627.50	\$ 5,997.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Environmental Document	\$ 61,081.64	\$ 930.00	\$ 7,530.64	\$ -	\$ -	\$ -	\$ 46,621.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Phase 1 Total</b>	<b>\$ 395,735.86</b>														
2	Preliminary Plans	\$ 273,592.68	\$ 9,223.80	\$ 86,340.85	\$ 32,140.00	\$ 36,383.96	\$ 69,222.72	\$ 6,875.00	\$ 12,016.35	\$ 8,000.00	\$ 8,390.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
	Right of Way Plans	\$ 7,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,950.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>Phase 2 Total</b>	<b>\$ 281,542.68</b>														
3	Final Plans	\$ 384,725.78	\$ 5,580.00	\$ 72,049.37	\$ 21,378.00	\$ 83,900.40	\$ -	\$ 39,771.00	\$ 143,752.00	\$ 6,000.00	\$ 7,295.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
4	Construction Services	\$ 97,577.85	\$ -	\$ -	\$ 43,530.00	\$ 43,622.85	\$ -	\$ -	\$ -	\$ 8,000.00	\$ 2,425.00	\$ -	\$ -	\$ -	\$ -	\$ -
	Special Studies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Public Involvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fixed Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Tab Name>>

PM1

Rd1

DS1

Br1

BrH&H

Env1

Geo

Srv1

Map1

SUE1

OMT1

Lt1

DBE (Yes or No)		\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
DBE Participation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DBE %																
Contract DBE Goal %		0.0%														

**CERTIFICATE OF FINAL APPROVAL**

PURSUANT TO THE SUBDIVISION REGULATIONS OF THE CITY OF BRUNSWICK, GLYNN COUNTY, GEORGIA, ALL REQUIREMENTS HAVING BEEN FULFILLED, THIS RIGHT OF WAY ABANDONMENT PLAT WAS GIVEN APPROVAL BY THE CITY OF BRUNSWICK PLANNING AND APPEALS COMMISSION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

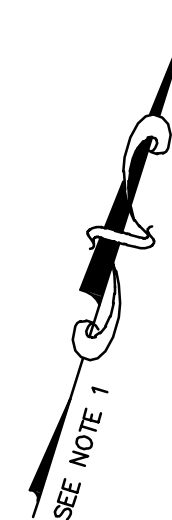
CHAIRMAN, BRUNSWICK PLANNING AND APPEALS COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

**REFERENCES:**

1. CITY OF BRUNSWICK PLATE MAP 6
2. DEED BOOK 1124, PAGE 210

**LEGEND:**

- CIRCS 1/2" CAPPED IRON REBAR SET (SSC PC, LSF 317)
- IRF IRON REBAR FOUND
- POB POINT OF BEGINNING
- ⊙ FIRE HYDRANT
- ⊗ WATER VALVE
- ⊕ IRRIGATION CONTROL VALVE
- ⊕ WELL
- UTILITY POLE
- ← GUY WIRE
- ⊕ SANITARY SEWER MANHOLE
- CONCRETE
- ▭ ASPHALT
- ⊠ CATCH BASIN
- ⊠ PHONE BOX
- ⊠ CABLE TV BOX
- x — x — FENCE
- OHU — OHU — OVERHEAD UTILITIES
- W — W — WATER LINE
- SS — SS — SANITARY SEWER LINE



THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS PLAT ARE THE PROPERTY OF SHUPE SURVEYING COMPANY, P.C. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF SHUPE SURVEYING COMPANY, P.C. UNLESS THIS DOCUMENT BECOMES A MATTER OF PUBLIC RECORD. ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

**SURVEYOR'S RECORDING CERTIFICATION**

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



*Christopher M. Young*  
CHRISTOPHER M. YOUNG, PLS #3356

NO.	REVISION	BY	DATE

**RIGHT OF WAY ABANDONMENT PLAT**

**A PORTION OF K STREET**

26TH G.M.D.  
CITY OF BRUNSWICK  
GLYNN COUNTY, GEORGIA

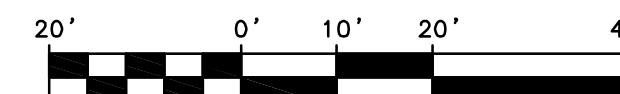
PREPARED FOR:  
GORDON ARMSTRONG LP



**SHUPE SURVEYING COMPANY, P.C.**

3837 DARIEN HIGHWAY  
BRUNSWICK, GA 31525  
912-265-0562

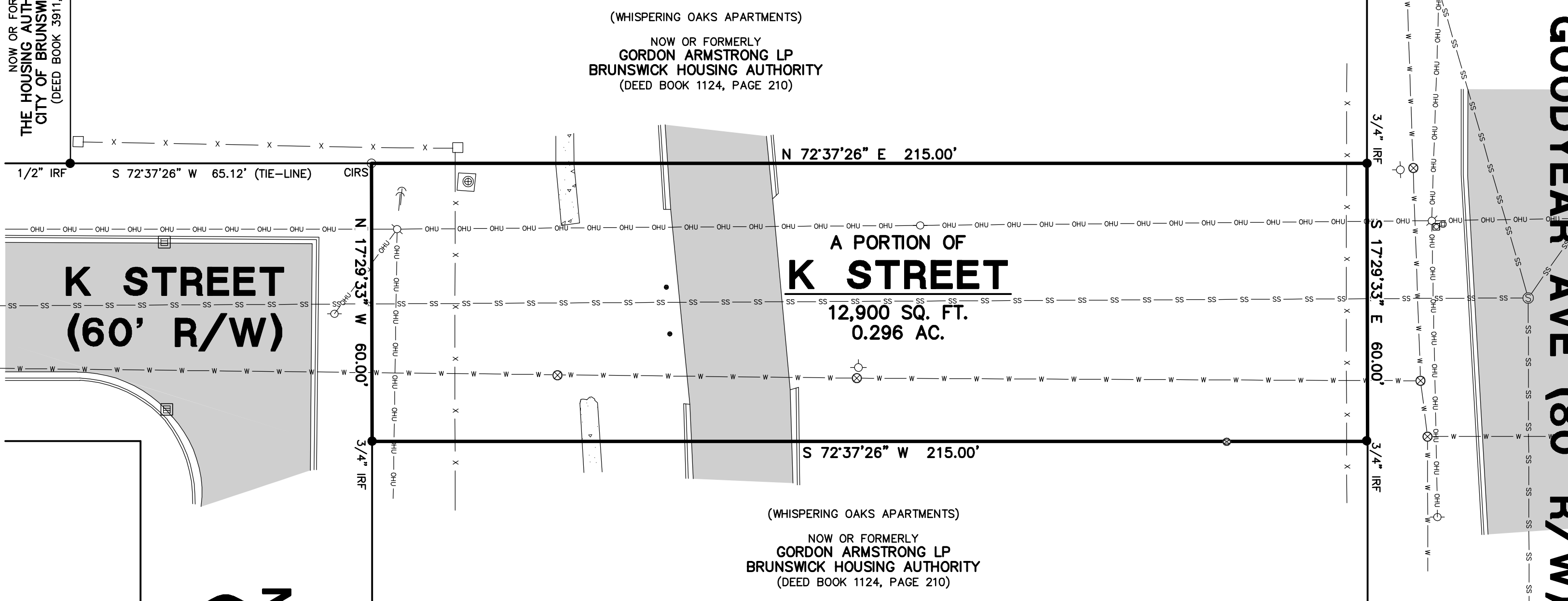
CERTIFICATE OF AUTHORIZATION: LSF317



SCALE 1" = 20'  
FILE 11053.1 DRAWING DATE 08/10/21  
DRAWING 11053\_RAP DRAWN BY CMY  
CREW CHIEF DW

SHEET 1 OF 1

NOW OR FORMERLY THE HOUSING AUTHORITY OF THE CITY OF BRUNSWICK, GEORGIA (DEED BOOK 3911, PAGE 243)



**NOTES:**

1. BEARINGS SHOWN ON THIS SURVEY ARE BASED ON REFERENCE 1.
2. FIELD EQUIPMENT USED FOR THIS SURVEY: LEICA TS 12
3. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A RELATIVE POSITIONAL TOLERANCE OF 0.08 FEET AT THE 95% ACCURACY CONFIDENCE LEVEL AND WAS ADJUSTED USING LEAST SQUARES.
4. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 999,999 FEET.
5. THIS SURVEY AND ALL SUBSEQUENT REVISIONS ARE BASED SOLELY ON FIELD WORK THAT WAS COMPLETED ON 08/09/21 (UNLESS OTHERWISE NOTED). SHUPE SURVEYING COMPANY, P.C. IS NOT RESPONSIBLE FOR ANY CHANGES TO SITE CONDITIONS AFTER THIS DATE.
6. THE ADJOINING PROPERTY INFORMATION AND CURRENT OWNERSHIP OF THE SUBJECT PROPERTY SHOWN ON THIS SURVEY WERE TAKEN FROM THE GLYNN COUNTY GIS WEBSITE (WWW.GLYNNCOUNTY.ORG) AND COURTHOUSE RESEARCH. THE CURRENT OWNER IS THE CITY OF BRUNSWICK, GEORGIA.
7. ACCORDING TO F.I.R.M. MAP NO. 13127C, PANEL 0236H, EFFECTIVE DATE 01/05/2018, IT IS MY OPINION THAT THE PROPERTY SHOWN ON THIS PLAT LIES WITHIN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA.  
  
ZONE X (SHADED) - AREAS OF 0.2% ANNUAL CHANCE FLOOD HAZARDS AND AREAS OF 1% ANNUAL CHANCE FLOOD HAZARDS WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE.
8. FRESHWATER WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER MAY BE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATIONS AND APPROVAL. FRESHWATER WETLANDS WERE NOT SURVEYED AS PART OF THIS

**PROJECT:**

9. THE TERM "CERTIFICATION" AS USED IN BOARD RULE 180-6-.09(2) AND (3) AND RELATING TO PROFESSIONAL SURVEYING SERVICES AS DEFINED IN O.C.G.A. 43-15-2(6) AND (11) SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A FULL TITLE EXAMINATION.
11. ZONING INFORMATION WAS TAKEN FROM THE GLYNN COUNTY GIS WEBSITE (WWW.GLYNNCOUNTY.ORG). THE ADJACENT PROPERTIES ARE ZONED GR (GENERAL RESIDENTIAL).
12. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED MAY EXIST ON THIS SITE BUT NOT BE SHOWN, AND MAY BE FOUND UPON EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.
13. THE OWNERS OF THE UTILITIES LYING WITHIN THE PROJECT AREA MAY REQUIRE EASEMENTS.
14. OWNER: CITY OF BRUNSWICK, GEORGIA  
CITY HALL  
601 GLOUCESTER STREET  
BRUNSWICK, GA 31520  
912-267-5508  
  
DEVELOPER: GORDON ARMSTRONG LP  
C/O CHARLES HICKS  
HUNTER MACLEAN ATTORNEYS  
455 SEA ISLAND ROAD  
ST. SIMONS ISLAND, GA 31522  
912-238-8823

AFTER RECORDING RETURN TO:  
Hunter, Maclean, Exley & Dunn, P.C.  
200 East St. Julian Street, Suite 100  
Savannah, Georgia 31401

EXECUTED BY CITY OF BRUNSWICK, IN GLYNN COUNTY, GEORGIA

**QUITCLAIM DEED**

A **CONVEYANCE** made this the \_\_\_\_\_ day of September, 2021, from **CITY OF BRUNSWICK**, a municipal corporation existing under the laws of the State of Georgia, as First Party, to **GORDON ARMSTRONG, L.P.**, a Georgia limited partnership, as Second Party,

**WITNESSETH:**

**FOR AND IN CONSIDERATION OF** the sum of One Dollar (\$1.00), cash to First Party in hand paid by Second Party, at or before the sealing and delivery of these presents, and of other good and valuable consideration, the receipt of which is confessed, First Party hereby releases and quitclaims to Second Party all of the right or interest, if any, First Party has in and to the following described real property, to-wit:

**ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATE, LYING AND BEING IN GLYNN COUNTY, GEORGIA, AS SET FORTH AND MORE PARTICULARLY DESCRIBED AND IDENTIFIED ON EXHIBIT "A", WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES.**

**TO HAVE AND TO HOLD** the real property above described so that none of First Party, nor any person or persons claiming under First Party, may at any time claim or demand any right, title, or

interest in the real property above described.

[Signature Page Follows]

**IN WITNESS WHEREOF**, First Party has hereunto signed, sealed, and delivered these presents on this the day and year first above written.

**City of Brunswick,**  
a municipal corporation existing under  
the laws of the State of Georgia

\_\_\_\_\_  
By: Cornell Harvey  
Its: Mayor

Attest:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Clerk

(Corporate Seal)

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

Commission Expiration Date:

(Notary Seal)

Exhibit "A"

Legal description for the Quitclaim Deed from City of Brunswick, a municipal corporation, as First Party, to Gordon Armstrong, L.P., as Second Party

All of that lot, tract or parcel of land situate, lying and being in the City of Brunswick, Glynn County, Georgia as depicted on that plat entitled "Right of Way Abandonment Plat, A Portion of K Street, 26th G.M.D., City of Brunswick, Glynn County, Georgia" prepared by Shupe Surveying Company, P.C. dated August 10, 2021 and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Glynn County, Georgia records, as A PORTION OF K STREET, 0.296 AC.

Reference is hereby made to said plat and to the record thereof for further purposes of description and identification of said property and for all other purposes.

End of Legal Description.



## **ORDINANCE XXXX**

**AN ORDINANCE TO AMEND CHAPTER 23 OF THE CODE OF THE CITY OF BRUNSWICK PERTAINING TO ZONING; PARTICULARLY THE PROVISIONS RELATING TO SIGNS AND ADVERTISING DEVICES; TO PROVIDE NEW AND AMENDED DEFINITIONS; TO PROVIDE EXEMPTIONS; TO PROHIBIT CERTAIN TYPES OF SIGNS; TO PROVIDE FOR THE ABILITY TO RENUMBER SECTIONS; TO PROVIDE SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**NOW, THEREFORE BE IT ORDAINED**, by the City of Brunswick City Commission that Article XXIII, Chapter 24 of the Code of Ordinances of the City of Brunswick is amended to read as follows:

### SECTION ONE

#### **Sec. 23-24-1 - Purpose and Intent.**

- (a) The City Commission of Brunswick finds that signs provide an important medium through which persons may convey a variety of commercial and non-commercial messages. Regulation of the size, location, placement, illumination and certain features of signs is necessary to enable the public to receive such messages without difficulty and confusion, to improve the general attractiveness of the city, to take advantage of the city's natural and historic environment, to protect property values, to facilitate safe travel through the city, to facilitate the identification and location of residences and businesses in the city in the event of police, fire, or other emergencies, and to avoid the aesthetic blight and nuisance that would occur from the proliferation of signs in the absence of reasonable controls. Accordingly, it is the intention of the city commission to establish regulations governing the display of signs so as to:
1. Balance the rights of persons to convey their messages through signs and the right of the public to be protected against the unrestricted proliferation of signs in the city.
  2. Enhance the economy and the business and industry of the city by promoting the reasonable, orderly and effective display of signs;
  3. Maximize the value of commercial signage as a means of locating and identifying commercial establishments providing goods and services while, at the same time, discouraging the use of commercial signage to sell specific goods and services;
  4. Encourage the construction of commercial signage with high quality materials that are aesthetically pleasing and compatible with their surroundings and with the architecture of the buildings they identify;
  5. Maintain the historical image and character of the city;
  6. Preserve and enhance the natural environment throughout the city;
  7. Protect property values by minimizing the possible adverse effects and visual blight caused by signs;

8. Promote signs which are compatible with their surroundings;
  9. Insure proper maintenance, for safety and structural soundness, as well as appearance and attractiveness of signs.
- (b) Inasmuch as it is generally inappropriate for government to determine the content of expression that will be allowed on signs, particularly in regard to non-commercial signs, it is the intent of the City Commission that this chapter be enforced such that signs carrying non-commercial messages be approved, disapproved and regulated entirely without regard to the content to be posted on the sign.
- (c) It is the intent of this ordinance that all signs erected in the City of Brunswick have a permit issued by the Building Official unless the sign is specifically excluded or exempted from the regulations contained in this ordinance

### Section 23–24-2 – Definition of Terms Used in this Article

#### (a) General Definitions:

1. **Building** means any structure having a roof supported by columns or walls intended for human occupancy.
2. **Building official** means the person or persons designated as such by the City Manager pursuant to Chapter 5 of the City Code.
3. **Nonconforming sign** means any sign which does not conform to the provisions of this Article.
4. **Parcel** means a separate tax unit of real property as reflected in Glynn County real estate records.
5. **Sign** means a device or representation for visual communication which is used for the purpose of bringing the subject thereof to the attention of others.
6. **Sign face** means that portion of a sign that is or can be used for purposed of carrying the intended message.

#### (b) Type of Sign Definitions:

1. **Awning sign** means a sign located on a canopy, awning, or other roof-like cover extending before a doorway or window as a shelter or for beautification of the building. A canopy must be a permanent structure and non-retracting
2. **Banner** means a sign other than a flag, made of cloth, paper, plastic or fabric or any similar material containing a message or logo.
3. **Billboard** is a self-supporting structure upon which a flat surface is placed which is used to display general advertising.
4. **Changeable Copy Sign** means a sign that where the message is changes either electronically, mechanically or manually.
5. **Double-faced sign** means a sign which has two display areas placed back to back to each other, or at an angle of not more than 60% to each other, and where one face is designed to be seen from one direction and the other face from another direction.

6. **Freestanding sign** means a sign permanently attached to the ground and that is wholly independent of any building or other structure. A *Freestanding Sign* may be mounted on a freestanding pole and the sign not in contact with the ground OR mounted as a structure on the ground (referred to generally as a “monument sign”).
7. **Home occupation sign** means a sign, typically a wall sign, used to identify a home occupation in compliance with the provisions of this zoning ordinance.
8. **Identification sign** means a sign used to depict the name or number of a building or tenant(s) within the building where the sign is located or otherwise identify such building.
9. **Incidental sign** means a sign, generally for informational purposes secondary to the use of the lot on which it is located, such as "no parking," "no trespassing," "entrance," "exit," "loading only," and other information and directional signs.
10. **Mansard or Marquee sign** means a sign painted on, attached to or hung from a roofed structure attached to and supported by a building or independent structure. A mansard is typically a sloped roof structure extending from the roof or façade of a building; a marquee is typically a vertical roof structure extending from the façade of a building
11. **Mobile billboard sign** means an advertising sign mounted on a vehicle or trailer capable of being towed across public streets and that can be parked at specific locations. Neither vehicles nor trailers which advertise the company of their primary use nor campaign signs are considered mobile billboards.
12. **Monument sign** means a freestanding sign mounted directly on the ground, or on a base which is directly on the ground, without use of a pole, pier, post, pylon or stanchion.
- ~~13. **Off-premises sign** means a sign which advertises goods, products, facilities or services not located on the premises where the sign is located or directs persons to premises other than that upon which the sign is located.~~
- ~~14. **On-premises sign** means a sign located on the premises where the advertised product, service, goods, facilities, or other subject matter is located.~~
15. **Roof sign** means a sign that is mounted on and supported by the structure of the roof of a building; or a sign that is applied to the roof's surface.
16. **Sandwich board sign** means a non-illuminated portable sign consisting of two flat surfaces joined at one end, typically with hinges
17. **Swinging or projecting sign** means a sign projecting more than six inches from the outside wall or walls of any building upon which it is located either directly attached to the building or attached to a support extending from the building which may also allow the sign to swing back and forth.
18. **Temporary sign** means a sign of a non-permanent nature designed to convey a short term non-permanent message such as an event.
19. **Wall sign** means a sign fastened, placed or painted upon the exterior structural wall of the building itself, whether the front, rear or side wall of the building. It may also be a sign projecting from a building to which it is affixed.
20. **Window sign** means a sign placed inside or outside of a windowpane or glass door and intended to be viewed from outside the building. It may be a permanent sign.

(c) **Style of Sign Definitions:**

1. **Electronic display sign screen** means a sign, or portion of a sign, that uses projection of images and letters or similar technology to form a sign message or messages and wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes.
2. **Electronic message board** means a variable message sign, or portion of a sign, that uses projection or similar technology to form a sign message or messages and wherein the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes.
3. **Flashing sign** means a sign, the illumination of which is not kept constant nor in the same intensity at all times when in use, and which exhibits marked changes in lighting effects.
4. **Illuminated sign, direct** means a sign illuminated by an internal or external source,
5. **Inflatable sign** means a sign that is either expanded to its full dimensions and is physically supported by gasses contained within the sign, or sign parts, at a pressure greater than atmospheric pressure.

**(d) Design and Size Definitions:**

1. **Aggregate sign area** means the area of all signs to be placed on a building(s) and it's site excluding the area of one face of all double-faced signs.
2. **Animated sign** means a sign with action, motion, changing letters or changing colors, which requires electrical energy.
3. **Area of a sign face/sign area** means the portion of a sign which conveys the intended message, exclusive of the sign structure which is not intended to carry any message or portion of the message intended by the sign itself.
4. **Display surface or sign face** means the face or part of a sign which can be used to carry or display copy or a message.
5. **Height of sign** means the distance in vertical feet from the average ground elevation below the sign to the highest point of the sign, including any border, trim, light or structural component thereof measured from the average ground elevation.

**Section 23-24-3 – Applicability**

(a) **No Permit Required.** The following signs are not regulated by this ordinance and do not require a permit unless duly noted

1. **Flags.** Non-governmental flags are deemed to be signs and shall be subject to the provisions of this section. The official flags of the federal, State, county, or municipal governments are not deemed to be signs provided no such flag shall exceed 40 square feet per face. The City Commission may approve a larger flag for display on public property or other appropriate noncommercial sites as determined by the City Commission.
2. **Holiday decorations.** Decorations that are not internally illuminated shall not require a Sign Permit, provided they are displayed for no more than a total of 60 days per calendar year, excluding the time period between November 1 and January 15. Such

- decorations shall be maintained in a good condition at all times and shall be removed or replaced when they are overly weathered, torn, broken, or otherwise present a potential safety hazard. Windblown decorations are prohibited at all times.
3. **Incidental Signs.** Addresses, building numbers, entrance and exit signs, and traffic directional signs shall not require Sign Permits if they do not exceed four square feet in area per sign and have no commercial copy. If such sign contains commercial copy, the sign counts toward the allowable square footage for freestanding signs.
  4. **Interior Signs.** Any sign that, in the Official's reasonable opinion, is to be viewed from the inside of a building only.
  5. **Menus.** Menus attached to the face or facade of a building with no more than four square feet of sign face area located at the entrance or service window of a business.
  6. **Parking Signs.** Signs that reserve parking spaces for specific uses or businesses, except that such signs are not allowed in shopping and shall not exceed 1.5 square feet in area per sign. No more than three parking signs shall be displayed at any given time on each parcel.
  7. **Public Signs.** Signs erected by the federal, State, or local government, or governmental entity, including interpretive signs located on publicly owned property. Signs that are required by a public entity are considered public signs.
  8. **Real Estate - Residential or Commercial Sale or Lease Signs.** Temporary signs offering single or two family residences for sale or lease nor exceeding 6 square feet in size and only one sign is allowed on the property being offered for sale or lease. The same requirements apply to off-site "open house" signs. The sign(s) must be removed within 4 days after the real estate transaction has been completed.
  9. **Sandwich Boards and Chalkboards.** Freestanding, framed chalkboard or sandwich signs that comply with each of the following standards may be located in all Commercial and Office Zones outside a permitted commercial establishment:
    - i. One sign per business may be displayed during hours of operation.
    - ii. Signs shall be placed within ten feet of the building entrance of the business displaying the sign and not within 10 feet of another business.
    - iii. Signs shall be placed to allow at least 36 inches of unobstructed pedestrian clearance adjacent to the sign.
    - iv. Signs shall be limited to a maximum of six square feet in total area and a maximum width of 24 inches.
    - v. Sign face colors are limited to black or dark green with a matte finish.
    - vi. Plastic or dry erase boards are not permitted.
  10. **Shopping Cart Return.** Signs identifying shopping cart return areas, provided that such signs are no larger than ten square feet.
  11. **Stadium Signs.** Signs or banners that are located within a stadium and are not intended to be visible from outside of a stadium.
  12. **String Lights for Holiday Decoration and for Building Identification.** Strings of lights may be used for outside holiday lighting or tree decoration from November 1 through January 15 of each year. Because many colors are used to celebrate various holidays during this time, multi-color lights are allowed. Flashing, blinking and chasing lights are prohibited. String lighting used to permanently enhance building

identification and identity likewise may be used in a tasteful and appropriate manner in the opinion of the Building Official.

13. **Towing Signs.** Public notice required by applicable law to be displayed on a property where vehicles may be towed. Such signs shall not exceed four square feet in size and shall be limited to one sign per vehicular entrance to the property.
14. **Traffic Control Signs.** Any public notice or warning required by applicable federal, State, or local law, regulation, or ordinance including, but not limited to, warning flashers and variable message signs (VMSs) deployed temporarily by a government agency to guide traffic. When such signs are located on private property, they are subject to each of the following:
  - i. Sign faces shall not exceed four square feet per sign face .
  - ii. The City shall have authority to limit the number, location, and color of such signs .
  - iii. Sign faces shall meet Georgia Department of Transportation standards.
15. **Window Signs.** Signs on the inside, or attached to the outside, of window glass shall comply with each of the following:
  - i. Window signs shall cover no more than 25 percent of the gross area of glass on any one façade side of a building.
  - ii. Window signs shall not be illuminated.
  - iii. No single window sign shall exceed four square feet
  - iv. Only one window sign per tenant or user.

**(b) Exemptions.**

Sign Permit is not required prior to engaging in the following alterations to or maintenance of a sign:

1. The changing of copy on a sign permitted for changeable copy.
2. The painting or refinishing of the surface of a sign face or sign structure of a permitted sign so as to keep the appearance of such sign as permitted.

**(c) Prohibited Signs.** The following types of signs are prohibited throughout the city:

1. Roof signs;
2. Animated signs and flashing signs;
3. Signs on publicly owned or maintained right-of-way other than publicly owned or maintained signs;
4. Signs which contain words, pictures, or statements which are obscene, as defined by O.C.G.A. § 16-12-80;
5. Signs which simulate an official traffic control or warning sign or hide from view any traffic sign, signal or public service sign;
6. Signs which interfere with road or highway visibility or obstruct or otherwise interfere with the safe and orderly movement of traffic;
7. Signs which obstruct the orderly flow of pedestrian traffic on any sidewalk or public walkway;

8. Signs erected by nailing, fastening or affixing the sign in any manner to any tree, post, curb, utility pole, or other structure located on any public right-of-way except as may otherwise be provided herein;
9. Signs which emit any visible smoke, steam, vapor, particles, or odor into the air;
10. Signs which emit or utilize in any manner any sound which can be heard at any place outside of the parcel on which the sign is erected;
11. Signs which interfere with or obstruct entry or egress through any door or window required or designed for access to or egress from any building;
12. Use of any parked vehicle or boat as an advertising device except that held by a licensed automobile or boat dealer as stock for retail sale or for lease;
13. Fluttering hanging or mounted ribbons and banners.
14. Mobile billboard signs;
15. Portable signs. Commercial vehicles, other than standard passenger vehicles, shall be parked as far from the street as reasonably possible during non-business hours if such vehicles bear a commercial message;
16. Inflatable signs.

**(d) Permitted Signs By Type, Use and Land Use – For Summary See Table 1.**

1. **Residential – Single Family and Two - Family Individual Lot**  
No sign of any type other than a Real Estate For sale or Lease sign (not requiring a sign permit) no greater than 6 square feet in sign face area and limited to one sign for each street adjacent to the lot
2. **Residential Subdivision –**  
One free standing sign at each major street entrance (excluding construction and emergency access). Directional signs are permitted for amenities (pool, clubhouse, office, etc.)
3. **Residential – Multi-Family**
  - i. One free standing complex identification sign at each major street entrance (excluding construction and emergency access). Sign may include leasing information.
  - ii. One wall mounted building identification sign,
  - iii. Directional sign(s) as needed
  - iv. Incidental sign(s) as may be required (ie. Parking limitations, emergency or fire exit, etc.)
4. **Residential – Planned Mixed Use Development n(PUD)**  
A signage plan shall be required as a part of the overall development plan. Any request for new, modified or replacement signs shall require a review of all existing signage for conformity or appropriate and consistent design with existing signage.
5. **Commercial – Neighborhood (Local) Commercial and GC – Core Commercial**  
No freestanding sign is permitted. 1 wall mounted, mansard, canopy sign or hanging sign is allowed per permitted business.

6. **Commercial – General or Highway - Individual use structure and/or lot**  
One free standing, wall, or mansard is permitted
7. **Commercial – General or Highway - Multi Tenant or Use; Single and Multiple Structures up to 20,000 total gross square feet of commercial retail or service floor area.**
  - i. One free standing sign with tenant listing at each major street entrance (excluding construction, loading/unloading or emergency access). Limit of two free standing signs per parcel.
  - ii. One wall or mansard or hanging sign for building and tenant identification
  - iii. Directional sign(s)
  - iv. Incidental sign(s) as may be required and appropriate
8. **Commercial – General or Highway - Multi Tenant / Multi Structures in excess of 20,000 total gross square feet but not more than 100,000 square feet of commercial retail or service floor area**
  - i. One free standing sign with tenant listing at each major street entrance (excluding construction, loading/unloading or emergency access). Limit of two free standing signs.
  - ii. One wall or mansard sign for building and tenant identification
  - iii. Directional sign(s)
  - iv. Incidental sign(s) as may be required or appropriate.
9. **Commercial – General or Highway - Multi Tenant Shopping Center in excess of 100,000 square feet of commercial retail or service floor area.**

A signage plan shall be required as a part of a development plan. Any request for new, modified or replacement signs shall require a review of all existing signage for conformity or appropriate and consistent design with existing signage.
10. **Commercial Recreation**
  - i. One free standing sign at the major street entrance
  - ii. One wall or mansard mounted sign at the building entrance
  - iii. Directional signs as appropriate
11. **Office – Single Structure and Use**
  - i. One free standing sign at the major street entrance (Freestanding sign not permitted in Neighborhood (Local) LC or GC Core Commercial Zoning Districts)
  - ii. One wall or mansard mounted sign
12. **Office – Single Structure with Multiple Tenants**
  - i. One free standing sign at the major street entrance which may also include a building directory. (Freestanding sign not permitted in Neighborhood (Local) LC or GC Core Commercial Zoning Districts)



- ii. One free standing or wall mounted sign at the building entrance with a building directory. (Freestanding sign not permitted in Neighborhood (Local) LC or GC Core Commercial Zoning Districts)
- 13. **Office – Multiple Structures / Multiple Tenants – OC Office Commercial Zone**  
 A signage plan shall be required as a part of a development plan. Any request for new, modified or replacement signs shall require a review of all existing signage for conformity or appropriate and consistent design with existing signage.
- 14. **Medical, Institutional and Public Buildings and Sites – All Zoning Districts where permitted**
  - i. One free standing sign for the main building or site at each major street entrance for the general public or employees.
  - ii. One main building mounted identification sign
  - iii. Parking area signage as required
  - iv. Secondary building mounted or free standing identification signs as may be appropriate
  - v. Special building mounted or free standing entrance and directional signs as may be appropriate.
  - vi. Incidental signs a may be appropriate.
  - vii. A coordinated design and placement of signs at all **proposed** Medical, Institutional and Public Buildings or Sites shall be required for issuance of a permit. Any modification or addition to existing signage shall require a thorough review of existing sign design for consistency with the design of new sign(s).
- 15. **Industrial – All Industrial Zones**
  - i. One free standing identification sign and one building mounted sign
  - ii. Free standing building, parking loading and unloading and directional signs as appropriate.
- 16. **Changeable Copy Signs (including electronic display screens)**  
 Such signs are prohibited in all zoning districts except General Commercial and Highway Commercial
- 17. **Temporary Signs in excess of 6 square feet of sign face area.**  
 Such signs may be permitted for all zoning districts but only for the event being shown on the sign face (sale, lease, election, yard sale) and must be removed within 2 days following the completion or termination of the event.
- 18. ~~Off—Premises Signs and~~ **Billboards**  
 Such signs are only permitted in GC and HC Zones.

## Section 23-24-4 – Design Standards – All Signs

### (a) General Standards

1. **Conformance to City Building and Electrical Codes:** In addition to any sign approval required under this ordinance, a building permit shall be required prior to the installation or placement of any sign for which a Sign Permit is issued. All sign shall be constructed, erected or placed in accordance with the City's building and electrical codes.
2. **Conformance to State Law:** Any sign located or to be located within 660 feet of the nearest edge of the right-of-way of a US or State numbered highway or road designated as a primary highway by the State of Georgia and The US Department of Transportation OR located beyond 660 feet of such highway BUT visible and intended to be read from such highway shall comply with all requirements of the Georgia Outdoor Advertising Act O.C.G.A. 32-6-70
3. **Sign Maintenance:** All signs, including non-conforming signs, together with all their structural, mounting and/or erection elements shall be kept in good repair including replacement of damaged or deteriorated elements, re-painting or replacement of graphics, and landscape elements installed as a part of the sign.

**(b) Site and Location Standards by Type of Sign – See Table 2 for Summary**

Setback and Location Requirements:

1. **Freestanding and monument signs**
  - i. No freestanding or monument sign shall be located closer than 20 feet from any property line serving as a public street right-of-way, nor within 20 feet of any driveway or entrance road intersecting with a public street.
  - ii. No freestanding or monument sign shall be located closer than 30 feet from the intersecting right-of way lines adjoining the property upon which the sign is located.
  - iii. No freestanding or monument sign shall be located within 200 feet of another freestanding sign along the street frontage of the same property.
2. **Wall Mounted Projecting signs**
  - i. No sign attached at an angle to a wall shall extend beyond 5 feet from the wall.
  - ii. A projecting sign shall have a minimum of 8 feet of clearance from ground level below the sign.
3. **Wall or Façade Sign**
  - i. No wall or facade sign may extend beyond 12 inches from the building wall upon which it is mounted nor higher, at its highest point, than 20 feet measured from the nearest street grade elevation.
  - ii. No more than two façade signs may be located on any one building wall.
4. **Canopy (awning), mansard, marquee and parapet signs**
  - i. A canopy sign may not extend above or below the canopy face on which it is located. Signs mounted under the canopy must have a minimum of 8 feet of clearance from the ground elevation below the sign to the bottom face of the sign.
  - ii. A mansard sign may not extend above or below the face of the mansard on which it is located and shall be at least 8 feet above any pedestrian walkway below the lowest part of the sign.

- iii. A marquee sign may not extend above or below the marquee on which it is located, and shall be at least 8 feet above any pedestrian walkway below the lowest part of the sign.
- iv. A parapet sign may not extend beyond the parapet on which it is located, and shall be at least 8 feet above any pedestrian walkway below the lowest part of the sign.

**5. ~~Off-premises signs (Including Billboards)~~**

- i. May be located only on parcels located in General Commercial, Highway Commercial, or Industrial Zoned Districts
- ii. Must be located more than 1,250 feet from any other ~~Billboard Off-premises sign~~ measured along the roadway frontage where located. Measurements are to be made from the centerline of the sign structure(s) and include all Billboards regardless of which side of the roadway they may be located.
- iii. No portion of any ~~Off-premises Billboard~~ sign may be located within a 300 foot radius of any property zoned Residential, Conservation-preservation or any officially designated preservation district, historic landmark, public park, public square or playground.
- iv. All ~~Off-Premises Billboard~~ signs, ~~including those considered Billboards~~, must also comply with the State of Georgia's Outdoor Advertising Act in addition to these and other requirements of this ordinance.
- v. At Interstate Interchanges, no more than 2 ~~Off-premises sign or~~ Billboards may be located in any quadrant of the interchange and shall be restricted to an area 1,200 feet measured 500 feet from the road crossing at the interchange or beginning 500 feet from the beginning or ending of Interstate pavement widening to accommodate on ramps or off ramps; whichever is furthest from the road crossing at the Interchange.

**6. All Other Signs**

- i. Accessory Freestanding Signs
  - I. May be located on multi-family, commercial, office, institutional or industrial property
  - II. Accessory Freestanding Signs located at entrance or exit drives from or to public streets, shall not exceed 2 per entrance or exit location(s)
  - III. One Accessory Freestanding Sign may be located on each building site. Directional signs may be located on each building site as needed for customers or patrons.
- ii. Outdoor Recreational Facility  
Signs on outdoor recreation facilities like stadiums, concession stands, dugouts, press boxes, etc. may be installed with no limit other than such signs may not be visible from neighboring residential property or public rights-of-way.
- iii. Multi-screen Cinema  
A changeable copy cinema sign is considered a principal sign and one such sign is permitted for each multi-screen cinema on each street fronting the cinema.
- iv. Rear Entrance Signs

A rear entrance sign may be placed on the rear doors of business establishments used for ingress and egress by tenants or owners.

- v. Changeable Copy Sign (automatic or manual copy)
  - I. May be incorporated into a freestanding or wall mounted sign.
  - II. LED Message Boards are not permitted anywhere except for schools, houses of worship, gasoline stations (for price boards) and cinema or performance centers.
- vi. Temporary Signs (in excess of 4 square feet) Requiring a Permit
  - I. May be used for the duration of an event such as the sale or lease of property, sporting event, yard or garage sale, outdoor festival or fair, etc.
  - II. Only one temporary sign shall be permitted per property at any time.
  - III. Each licensed business may apply for a temporary sign up to 4 times per year.
  - IV. Each temporary sign may be displayed for a maximum of one week prior to an event being advertised, except for Real Estate Sale or Lease Signs which may remain for as long as the property being offered for sale or lease remains unsold or not leased, All temporary signs must be removed within two days following the end of the event being advertised or the successful sale or lease of property
  - V. Temporary signs may include banners, wall mounted or free standing
- vii. Construction Sign

A Construction Sign is considered a Temporary Sign and shall require a permit. A Construction sign may remain on the property where construction is taking place for the duration of construction. It shall be removed once the building is occupied.

**(c) Size, Height and Design Standards and Limits – See Table 2 for Summary.**

**1. Residential Subdivisions, Multi-Family and Residential PUDs (Freestanding and Monument Signs)**

- i. Only one free standing or monument sign, single face or double faced is permitted for each entrance to a subdivision or PUD community
- ii. The area of each sign face for a single family subdivision or community shall be limited to 64 square feet; 32 square feet per sign face if a double faced sign.
- iii. The area of each sign face for a multi-family or mixed use residential community shall be limited to 100 square feet; 50 square feet for each sign face if a double faced sign.
- iv. The maximum height shall not exceed 8 feet above the average ground grade within a 20 foot radius of the sign. The lower edge of the sign shall not exceed 4 feet above the lowest grade at the base of the sign.

- v. The sign may be illuminated internally or externally.
- vi. Building signs are not permitted for single family subdivisions, multi-family communities or residential PUDs

**2. Commercial and Office (Freestanding or Monument Signs / Building Signs)**

- i. **Neighborhood Commercial, General Core Commercial and Office/Commercial Zoning Districts (one use on property)**
  - I. Freestanding sign (not allowed in a Neighborhood or General Core Commercial Zoning Districts)
    - a. One sign per frontage on a public street
    - b. The maximum area of each sign shall be 64 square feet; 32 square feet for each sign face if a double faced sign
    - c. The maximum height of the sign shall be 10 feet
    - d. The sign may not be internally or externally illuminated.
  - II. Building sign if in lieu of a freestanding sign
    - a. One sign per building
    - b. The maximum area shall be 32 square feet
    - c. The maximum height of the sign shall be 20 feet above the building grade
    - d. The sign may be internally or externally illuminated.
- ii. **Neighborhood Commercial, General Core Commercial and Office/Commercial Zoning Districts (multiple use on property)**
  - I. Freestanding sign (Not permitted in a Neighborhood or General Core Commercial Zoning District)
    - a. One sign per frontage on a public street
    - b. The maximum area of each sign shall be 128 square feet; 64 square feet for each sign face if a double faced sign
    - c. The maximum height of the sign shall be not more than 10 feet
    - d. The sign may be internally or externally illuminated.
  - II. Building sign(s) if in lieu of a freestanding sign
    - a. One sign per tenant or user with a maximum of two signs per building face.
    - b. The maximum area of each sign shall be 32 square feet
    - c. The maximum height of each sign shall be not more than 10 feet
    - d. The sign may be internally or externally illuminated
- iii. **General Commercial, Highway Commercial, Commercial Recreation or Industrial (one use on property)**
  - I. Freestanding sign
    - a. One sign per frontage on a public street
    - b. The maximum sign area shall be 200 square feet; 100 square feet for each sign face if a double faced sign.
    - c. The maximum height of the sign shall not exceed 35 feet
    - d. The sign may be internally or externally illuminated.
  - II. Building Sign(s)

- a. One sign per building
- b. The maximum sign area shall be 100 square feet if in lieu of a freestanding sign; otherwise 64 square feet.
- c. The maximum height of the sign shall not exceed 35 feet
- d. The sign may be internally or externally illuminated.

Signs located in the U. S. 17 Corridor should follow the guidelines in that Overlay District.

iv. **General Commercial, Highway Commercial, Commercial Recreation or Industrial (multiple use on property/planned center)**

- I. Freestanding sign(s)
  - a. One sign per 300 feet of public street frontage
  - b. The maximum sign area shall be 300 square feet; 150 square feet for each sign face if a double-faced sign.
  - c. The maximum height of the sign shall be 35 feet
  - d. The sign may be internally or externally illuminated.
- II. Building Sign(s) (in addition to freestanding sign)
  - a. One sign per tenant or user
  - b. The maximum sign area shall be 100 square feet
  - c. The maximum height of the sign shall not exceed 35 feet
  - d. The sign may be internally or externally illuminated.

v. **Highway Commercial (one use on property)**

- I. Freestanding Sign
  - a. One sign per 300 feet of public street frontage
  - b. The maximum sign area shall be 200 square feet; 100 square feet for each sign face if a double faced sign.
  - c. The maximum height of the sign shall be 80 feet
  - d. The sign may be internally or externally illuminated.
- II. Building Sign
  - a. Maximum of two signs per building – 4 signs if for a planned shopping center
  - b. The maximum area for each sign shall be 100 square
  - c. The maximum height of the sign shall not exceed 35 feet
  - d. The sign may be internally or externally illuminated

vi. **Highway Commercial (multiple use on property/planned development)**

- I. Freestanding Sign(s)
  - a. One sign per 300 feet of public street frontage
  - b. The maximum sign area shall be 300square feet; 150 square feet for each sign face if a double-faced sign.
  - c. The maximum height of the sign shall be 35 feet
  - d. The sign may be internally or externally illuminated.
- II. Building Sign(s)
  - a. Two signs per building
  - b. The maximum sign area shall be 100 square feet
  - c. The maximum height of the sign shall not exceed 35 feet

d. The sign may be internally or externally illuminated.

### **3. ~~Off-premises Signs and~~ Billboards**

- i. ~~Off-premises signs~~ Billboards shall not exceed 600 square feet of sign face; 300 square feet for each sign face if a double-faced sign and shall be of uniform size 12 feet in height and 50 feet in width.
- ii. ~~Off-premises signs~~ Billboards may not exceed 60 feet in height measured from the lowest portion of the sign face structure to the lowest point of the site elevation below the sign.
- iii. No extensions or extrusions beyond the face of the sign, other than an apron at the base of the sign face for servicing and repairs, is permitted.
- iv. Automatic changeable copy at intervals of not less than 15 seconds are permitted on ~~Off-premises Signs or~~ Billboards are permitted. Animated signs are not permitted on any type of sign.
- v. Other ~~off-premises signs and~~ Billboards may only have exterior illumination using sign base mounted lighting equipped with photocells for switching on and off. No other form of illumination is permitted.

### **4. Accessory Free-standing Signs**

- i. Principal Accessory Free-standing Signs shall not exceed 32 square feet in total sign face area nor 8' in height.
- ii. Other miscellaneous Accessory Free-standing signs are permitted provided they do not exceed 6 square feet in sign face area nor more than 3 feet in height, except for handicapped parking signs which may be 5 feet in height.
- iii. Accessory Free-standing Signs may not be illuminated.

### **5. Multi-Screen Cinema Signs**

- i. Such sign(s) shall not exceed 10 feet in width nor 20 feet in height. The sign face(s) shall not exceed 8 feet in width not 15 feet in height.
- ii. The sign may be illuminated internally or externally.

### **6. All Other Signs**

- i. Changeable Copy Signs (Automatic or Manual Copy Change)  
Changeable copy signs are limited to one per street frontage and only one per parcel regardless of additional street frontage,
- ii. Flags  
No more than 3 flags may be displayed on property zoned and used for Agriculture, Single Family, Two-family or Multi Family use. No one flag may exceed 24 square feet in size, and if more than one flag is displayed, the total for all flags shall not exceed 45 square feet
- iii. Rear Entrance Signs  
Rear Entrance Signs may not exceed 18 inches in width and 12 inches in height.
- iv. Temporary Signs (Including Construction Signs) Formerly Section 23-24-13.
  - I. No temporary sign face may exceed 32 square feet; 16 square feet total for each side if double faced.

- II. May be used for the duration of an event such as the sale or lease of property, sporting event, yard or garage sale, outdoor festival or fair, etc.
  - III. Only one temporary sign shall be permitted per property at any time.
  - IV. Each licensed business may apply for a temporary sign up to 4 times per year.
  - V. Each temporary sign may be displayed for a maximum of one week prior to an event being advertised, except for Real Estate Sale or Lease Signs which may remain for as long as the property being offered for sale or lease remains unsold or not leased, All temporary signs must be removed within two days following the end of the event being advertised or the successful sale or lease of property
  - VI. Temporary signs may include banners, wall mounted or free standing.
  - VII. A construction sign is considered a Temporary Sign and shall require a permit. A Construction sign may remain on the property where construction is taking place for the duration of construction. It shall be removed once the building is occupied.
- v. **Illumination Standards.**
- I. Illuminated signs shall not be located in a location to cast light directly into the eyes of drivers or pedestrians; hide from view or distract from any traffic light or street sign; cast light directly into any residential district,
  - II. No sign located in any zoning district other than Highway Commercial shall be illuminated between the daily hours of 11 p.m. and 6 a.m.
  - III. Externally illuminated signs shall have concealed wiring and controls as well as shielded and visually screened light sources.
  - IV. Internally illuminated signs must completely shield the source of light from direct view.
- vi. **Construction standards.**
- I. All signs for which a permit is required under this ordinance shall be constructed and maintained in accordance with all applicable building codes.
  - II. Signs for which a permit is not required under this ordinance and which are constructed of degradable material may be posted for a maximum of 60 days unless replaced with another sign of the same material. Any such replacement signs may be posted for a maximum of 60 beyond the original 60-day period.
  - III. All freestanding signs with a display area greater than 100 square feet must be constructed to withstand winds of at least 120 miles per hour; in the event any other applicable code or regulation calls for wind tolerance in a greater amount, then such greater amount shall apply as the standard under this chapter as well.



## **Section 23 -24 -5 Application and Enforcement:**

The provisions of this sign ordinance may be enforced by the building official or his or her designee. Additionally, it may be enforced by civil court action brought by the city manager or city attorney in the name of the City of Brunswick. Citations may be issued for violations of this chapter by the building official or his or her designee as well as by such other city employees as the city manager may from time to time designate.

### **(a) Permits required.**

1. Except as specifically excluded from the provision of this chapter, it shall be unlawful for any person to post, construct, enlarge, replace, display, substantially change, or erect a sign in the city without having first obtained a sign permit.
2. Existing signs which are legal immediately prior to adoption of this chapter and which would be required to obtain a permit under this article if they had been newly erected after enactment of this article may not alter such sign until it become in compliance with this Article.

### **(b) Time for Consideration.**

1. The city shall process all permit applications within 30 business days of the building official's actual receipt of a fully completed and appropriately signed application and payment such sign permit fee as may be established from time to time by vote of the City Commission.
2. The building official shall give notice to the applicant/owner of the decision of the city by hand delivery or by mailing a copy of the notice to the applicant at the address shown on the permit application. If mailed, notice shall be deemed to have been given upon the date of mailing in conformity with this section.
3. If the city fails to respond in writing within the 30-day period, the permit shall be deemed to have been granted.
4. If the building official finds that conditions or stipulations are required to make the sign legally acceptable, the permit shall only be approved subject to the applicant's written agreement to such conditions.

### **(c) Denial and revocation.**

1. The city shall deny permits to applicants who submit applications for signs that do not comply with the provisions of this chapter, or which fail to comply with applicable building codes (including, but not limited to, any wind or hurricane resistance requirements) or other applicable local, state, or federal laws;
2. Any applicants who submit incomplete applications or applications containing any false material statements.
3. Violations of any provisions of this chapter will be grounds for terminating a permit granted by the city for the erection of a sign. Should it be determined that a sign permit was issued pursuant to an incomplete application or an application containing a false material statement, or that a permit has been erroneously issued in violation of this chapter, or that a sign has been erected contrary to the terms of the permit, the building official shall revoke the permit.

4. Should the city deny a permit application, the reasons for denial shall be stated in the notice provided for in paragraph (d) d. above. Any application denied and later re-submitted shall be deemed to have been submitted on the re-submittal date.
- (d) Hearing Officer Review: No permit shall be revoked or denied except for “due cause” as herein defined. In the event of a denial or a revocation, the applicant/permittee shall be granted an opportunity for review before a hearing officer to be designated by the city. If applicant desires such a hearing, applicant must deliver a written request for such review with the building official no later than ten (10) business days following mailing of the decision to be reviewed. The applicant will be given at least ten business days' written notice of the time, place, and purpose of the hearing, with a statement of the reason for the denial of the application or revocation of the permit. "Due cause" is any of the following: violation of the provision of this chapter or any other city ordinance or any state or federal law; or erroneous issuance of a permit which should not have been issued under the terms of this chapter; or erecting or building a sign which does not conform to the information contained in the application; or failure to maintain the sign as required by this chapter; or submission of an incomplete application or an application containing false material statements. The hearing officer may reschedule the hearing by agreement of the parties or for good cause shown. The hearing officer shall render a decision in writing within ten business days of the hearing, and a notice of the decision shall be forwarded to the applicant/owner as provided above.
  - (e) Appeal Process: An individual whose permit application has been denied or whose permit has been revoked may appeal the decision of the Hearing Officer to the City Manager provided they file written notice of an appeal with the City Manager within ten business days of the date that written notice of the hearing officer's decision is either hand delivered to the permittee or mailed to the address shown for the applicant/owner on the application or such other address as permittee advises the department in writing to send notices pursuant to this chapter.

Such appeal shall be considered by the city manager at a hearing within 20 business days of the date the city manager received the notice of appeal, with applicant to be mailed notice of the time, date and place of hearing at least ten business days prior to the date initially set for the hearing. By agreement of the parties or for good cause shown, as determined by the city manager, and upon reasonable notice, the appeal hearing may be re-scheduled for a later date at the earliest time convenient to appellant and the city. The city manager shall cause any decision he/she reaches on the appeal to be memorialized in writing and a copy hand delivered or mailed to the applicant at applicant's address of record within ten business days of the hearing.

- (f) Review by city manager. In the event an applicant/permittee whose permit has been denied or revoked is dissatisfied with the decision of the city manager, they may petition for writ of certiorari as provided by law.
- (g) Review at request of city. The building official shall have the right to request that the City Manager review any decision by the hearing officer under subsection (v) above by following

the same procedure for requesting review as would an applicant/permittee as set forth in subsection (d), above.

- (h) Permit expiration: A sign permit shall become null and void if the sign for which the permit was issued has not been completed and installed within six months after the date of issuance. No refunds will be made for permits that so expired. If a person desires to erect a sign after the permit is expired, a new application will be required and will be subject to the regulations in effect at the time of the new application. A new application fee will be required.
- (i) Fees. The cost of a sign permit shall be established from time to time by vote of the city commission and shall be payable in addition to any building permit or historic preservation certificate of appropriateness fees required. Differing fees for different categories of signs may be so established. A written list of applicable fees shall be maintained in the building official's office.
- (j) Variances: An applicant may request a variance from the requirements of this sign ordinance by following the same procedure for a zoning variance found in this ordinance.
- (k) Coordination of provisions.

The provisions of this chapter shall be in addition to and cumulative of the City of Brunswick's Historic Preservation Ordinance. In the event the Historic Preservation Ordinance requires any action with respect to a proposed sign, such as obtaining a certificate of appropriateness from the historic preservation board, then separate compliance with those requirements must be had in addition to obtaining any permit required hereunder. Approval of a sign permit application by the building official does not constitute approval by the historic preservation board. Further, the provisions of this chapter and the U.S. 17 Overlay and Planned Development - Traditional Neighborhood District articles of the City Zoning Ordinance shall be read together to give effect to all where possible; in the event of conflict, provisions of those articles control over the provisions of this article.

## SECTION TWO

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

## SECTION THREE

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

## SECTION FOUR

This Ordinance shall be effective immediately upon its adoption by the City Commission.

SO ORDAINED BY THE CITY COMMISSION OF BRUNSWICK THIS \_\_\_\_ DAY OF  
\_\_\_\_\_ 2021.

\_\_\_\_\_  
Cornell L. Harvey, Mayor

ATTEST: \_\_\_\_\_  
Naomi Atkinson, City Clerk

**REVISED**  
**REGULATIONS FOR CITY DOCK AT MARY ROSS PARK**

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

WHEREAS, the City has previously implemented Regulations pursuant to the City Dock Ordinance, City Code Chapter 8, Section 42; and

WHEREAS, the City desires to implement revised Regulations pursuant to the City Dock Ordinance 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 Mary 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; and

WHEREAS, the City desires to replace any and all prior implemented Regulations regarding the City Dock,

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, with violation of which shall result in termination of docking privileges and shall subject the violator to prosecution under Chapter 8, of the City Code of Brunswick:

1. Each and every vessel desiring to be docked at the City Dock must abide by all City Ordinances.
2. The Dockmaster shall be appointed by the City Manager. The Dockmaster's office will be located at 503 Mansfield Street, Brunswick, Georgia 31520 with office hours being 8 a.m. to 4:00 p.m., Monday through Friday. The Dockmaster shall maintain records for the dock and shall be the primary point of contact for use and rental of the Dock. Upon notification by the Dockmaster, The Brunswick Police Department shall have the authority to enforce any of the regulations found herein.
3. Any permit issued or revoked is done so by the complete and sole discretion of the Dockmaster, who shall act in the best interest of the City of Brunswick. The Dockmaster maintains the authority to amend, suspend or revoke any permit at any time.
4. No vessel has a right or an expectation to dock or remain docked at the City Dock.
5. Each vessel must promptly move their vessel to a different location at the Dock, or away from the Dock as directed by the Dockmaster.
6. The Dockmaster may act or 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.
7. Docking Permit

- a. Before docking, each vessel shall be required to obtain a Docking Permit from the Dockmaster.
- b. The Docking Permit is issued and revoked in the complete and sole discretion of the Dockmaster, who shall act in the best interest of the City of Brunswick.
- c. If a vessel's Docking Permit is revoked, any back rent may be returned on a pro-rated basis upon written request to the Dockmaster's office, unless the Dockmaster determines that additional dock rent, fees, or other monies are owed to the City. However, any deposits made shall not be returned.
- d. The application for the Docking Permit issued to the applicant must contain a copy of Chapter 8 of the City Code pertaining to the City Dock.
- e. Upon the granting of the Docking Permit, the Dockmaster must provide the applicant with a written copy of the City Ordinances pertaining to the City Dock and a written copy of the Regulations. The Dockmaster must obtain a written and signed acknowledgement that the applicant has received these copies and agree to abide by the same.
- f. Docking Permits may be issued for a one (1) month period, or in the event of a short-term docking request, the Dockmaster may issue weekly or daily permits. Docking permits may be renewed in one-month, one-week, or daily increments upon written request of the applicant submitted to the Dockmaster or his representative prior to the close of business the day of expiration. Renewal applicants may be required to present any information required in Paragraph 8 below, or the Dockmaster may allow an applicant to submit an abbreviated renewal application, as provided by the Dockmaster.
- g. Docking Permit holders are allowed to dock only in the space designated/directed by the Dockmaster.

8. Before receiving a permit for dockage, each vessel must:

- a. Complete a written application for dockage. (A separate application for an Offloading Permit or Receiving Permit may be necessary.) The written application must contain at minimum the information set forth in City Code § 8-33.
- b. Present written proof of a Certificate of Insurance, with declarations page attached, demonstrating protection and indemnity (P & I) insurance coverage with limits not less than \$100,000 per occurrence, with the City of Brunswick named as an additional insured, 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; any costs including, but not limited to, attorney's 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. The Certificate of Insurance should state that the insurer

must give notice to the City of Brunswick, ATTN: Dockmaster, Post Office Box 550, Brunswick, Georgia 31521-0550 within 30 days of cancellation of said insurance. Such insurance shall be maintained and effect at all times. Proof of insurance shall be updated monthly by providing proof of insurance to the Dockmaster. A copy of documentation of current coverage will be provided promptly at any time to the Dockmaster upon request.

- c. Submit proof of its active and proper licensure for carriage of goods or passengers, or if a commercial fishing vessel, its current active Georgia licensure for such activity.
- d. Submit proof of Coast Guard or Coast Guard Safety Auxiliary inspection certificate that is dated within previous six (12) months.
- e. If requested by the Dockmaster, submit proof of a Marine Survey conducted by a registered Marine Surveyor reflecting to the Dockmaster's satisfaction that the vessel is indeed currently safe and seaworthy to use the City Dock. Such permit should have been conducted within the preceding 12-month calendar period.
- f. Submit payment in the form of cash or credit for a deposit equal to one (1) month's rent, plus the first month's rent. In the event of dockage request more than one month, payment this provision is not applicable.
- g. Provide the Dockmaster with the name of a contact person who may be contacted 24 hours a day regarding the vessel—the telephone number and full address of this person must be given. Any futile attempt to reach this contact person by the Dockmaster will lead to possible revocation of Docking Permit.

## 9. Rent

- a. Rent is calculated as follows:
  - i) For Cruise Ships: pay \$3.75 per foot of keel length per night, plus water utility fees as set by the Dockmaster; and
  - ii) For such other vessels berthed at the Dock: pay \$3.00 per foot of keel length per night, plus any utility fees set by the Dockmaster.
- b. Nightly Rent is due by close of business each day the vessel is docked. For Cruise Ships, the rent shall be billed the month after the docking.
- c. It is the responsibility of the vessel's representative to put the rent in the hands of the Dockmaster or other qualified person at the Dockmaster's office.

10. There shall be no offloading, unloading, sale, transfer, receipt or handling of catch anywhere on or about the Dock. Any such activity shall be considered a violation of these regulations.

11. Vehicles: No vehicles, other than City vehicles, or vehicles driven by City Officials, employees, or other authorized persons in the official course of their duties, shall be allowed to drive or park upon the City Dock unless otherwise authorized by the Dockmaster.

## 12. Contact Person

- a. The person described in Paragraph 8(g) shall be available 24 hours a day to receive communication from the City regarding the vessel.
- b. The contact person must be authorized to speak and act on behalf of the vessel's owner(s).

13. Vessels shall be responsible for conduct by the crew and visitors.

14. By docking at the City Dock, all vessel owners, operators, and crew agree that they will permit entry upon the vessel at any time by the Dockmaster for purpose of inspection, communication, enforcement of the Dock Ordinance or these Regulations, or for any emergency deemed necessary by the Dockmaster to protect the Dock structure, other vessels, or to preserve life.

15. By docking at the City Dock, all vessel owners, operators, and crew agree to abide by the terms of the Dock Ordinance and these Regulations.

16. By docking at the City Dock, all vessel owners and operators agree 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.

17. By docking at the City Dock, all owners, operators, crew, and guests shall obey all signage placed at the City Dock by or at the direction of the Dockmaster.

18. A copy of any written permit must be displayed to the Dockmaster, any City police officer, or other City employee upon request.

19. There shall be no repairs or maintenance work of any kind done on the Dock, in the parking areas, or in Mary Ross Park without the permission of the Dockmaster.

20. There shall be no painting, stripping, varnishing or re-finishing of any exterior surface of any vessel alongside the City Dock without the permission of the Dockmaster.

21. There shall be no sandblasting whatsoever on or alongside the Dock.

22. There shall be no storage, even temporary, of parts, fuel, or equipment on the Dock, in Mary Ross Park, or in any parking areas.

23. There shall be no fueling of any vessel on, from, or across the Dock. No fuel truck may drive or park on the Dock at any time. No fuel truck may park anywhere in the vicinity of Mary Ross Park for the purposes of offering or providing fuel for sale to vessels docked at Mary Ross Park without the permission of the Dockmaster.



24. No vehicle with a gross vehicle weight in excess of 15,000 pounds shall drive or park on the Dock at any time.
25. There shall no “rafting” or side-by-side docking, unless specifically authorized by the Dockmaster.
26. Should any vessel be secured to the Dock without authorization by the Dockmaster, it will be subject to the Georgia Abandoned Vessels Law as set forth in O.C.G.A. § 52-7-70, et al. The Dockmaster shall notify the City Manager and City Attorney should any vessel appear to be abandoned, or at risk or being abandoned. Upon receipt of such notice, the City Manager and City Attorney shall take the necessary steps to verify the ownership of the vessel and commence the abandonment process. For the purposes of this section, the City Dockmaster shall be authorized to relocate the vessel from one area of the dock to another to allow for use by other vessels.

Violation of any of these aforementioned Rules and Regulations will cause docking privileges to be immediately suspended and the vessel may, at the Dockmaster’s discretion, be asked to vacate the Dock.

**SO RESOLVED** this 6<sup>th</sup> day of October, 2021 by adopting vote of the City Commission upon motion duly made and seconded.

\_\_\_\_\_  
Cornell L. Harvey  
Mayor

ATTEST: \_\_\_\_\_  
Naomi D. Atkinson  
City Clerk

( SEAL )