

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

**BRUNSWICK CITY COMMISSION MEETING
WEDNESDAY, OCTOBER 20, 2021 AT 6:00 P.M.
HYBRID MEETING
1229 NEWCASTLE STREET, 2nd FLOOR
&
VIRTUAL TELECONFERENCE VIA ZOOM**

STREAMED LIVE AT THE BELOW WEB ADDRESSES:

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

or

<https://citvofbrunswick-ga-gov.zoom.us/j/97473906489>

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

PRESENTATION

1. Supervisor of Board of Elections and Registration Christopher Channell to give a Presentation Regarding Proposed Redistricting of City Ward Boundaries. (Encl. 1)

PUBLIC HEARING(S) – ZONING ORDINANCE AMENDMENT

2. Amendment to Chapter 23 of the Code of the City of Brunswick Pertaining to Zoning; Particularly the Provisions Relating to Signs and Advertising Devices. (J. Hunter) (Encl. 2)

ALCOHOL BEVERAGE LICENSE – (Renewals)

3. Consider Approval of Two Alcohol License Renewals. (R. Monday)

Name of Business	Business Owner/Manager	Business Address	Permit Type
5 De-Mayo Mexican Grill	Owner: Abel Garcia Manager: Yasima Castaneda	2809 Glynn Ave.	On premise consumption of beer, wine, and distilled spirits
Tropical Island Grocery	Owner: Sunil Patel	2500 Norwich St.	Retail sale of beer only

ITEM(S) TO BE CONSIDERED FOR APPROVAL

4. Consider Approval of October 6, 2021 Work Session and Regular Scheduled Meeting Minutes. (subject to any necessary changes.) (N. Atkinson) (Encl. 3)

5. Consider Approval and Execution of a Memorandum of Understanding Between the City of Brunswick and the Golden Isles Development Authority. (*M. Hill*) (**Encl. 4**)
6. Consider Approval of Request for Proposals for a New Fire Aerial Truck. (*R. Mobley*) (**Encl. 5**)
7. Consider Approval of Agreement with Goodwyn Mills Cawood for Project Design and Grant Administration Supporting the Georgia EPD 319 Grant for GI/LID Retrofits in Brunswick. (*G. Alberson*) (**Encl. 6**)
8. Consider Approval of Agreement with EMC Engineering Services, Inc. for Project Design of Phase II Improvements at Mary Ross Waterfront Park. (*G. Alberson*) (**Encl. 7**)

CITY ATTORNEY'S ITEM(S)

9. Consider Adoption of Ordinance No. 1071 – Amendment to Chapter 23 of the Code of the City of Brunswick Pertaining to Zoning; Particularly the Provisions Relating to Signs and Advertising Devices. (**Encl. 8**)
10. Consider Approval of Cost-Sharing Agreement Between the City of Brunswick and Glynn County. (**Encl. 9**)

EXECUTIVE SESSION



Subject: Proposed Redistricting of City Ward Boundaries

Brief summary of what you will address the Commission on:

The State of Georgia is in the process of redistricting all electoral districts with the updated 2020 Census data. In the past, the acceptable deviation between districts has been +/- 5%. The State's Redistricting Office is recommending that all electoral districts attempt to keep the deviation to less than 1% to better meet the one person/one vote rule. The current City deviation between the North and South Ward is just over 20%. The City of Brunswick has the authority under Home Rule to set the boundaries of their wards. We have created a map for your consideration that meets all of the State's criteria for redistricting and brings the City's deviation to .5%. All current and qualified candidates are within their proposed ward.

Christopher Channell

Name

1815 Gloucester St Brunswick


Address

912-554-7065

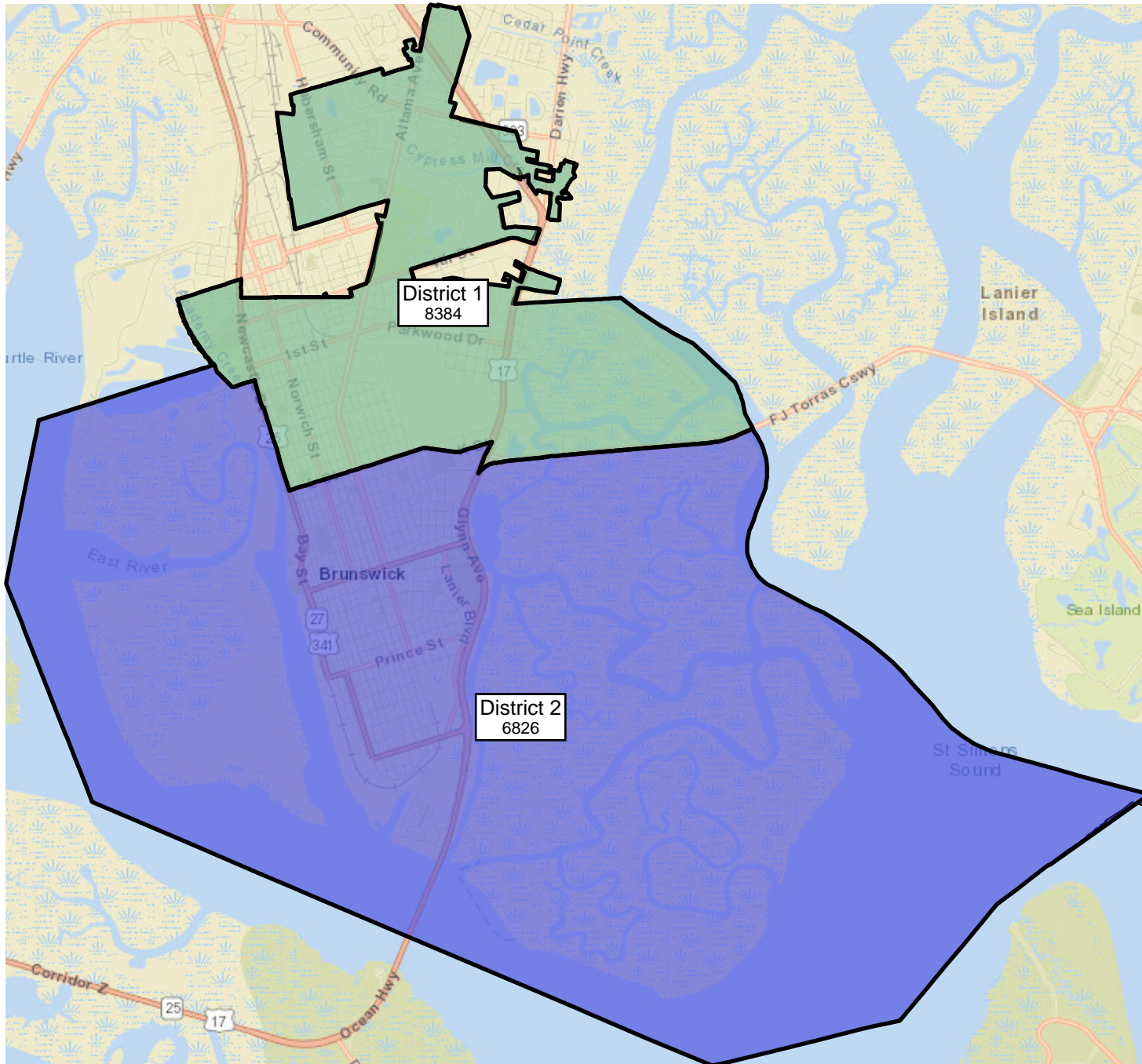
Phone Number

Meeting Date: 10/20/2021

LEGEND

 District 1

 District 2



All Districts Summary Report

District No. D1

Total Population 8,384

Total Population 18+ 6,555

Deviation 779

Dev. % 10.243

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic Asian	Non-Hispanic some other race	Hispanic	Total	Total voting age	Deviation from the target
Total	674	7,710	2,596	4,914	48	38	674	8,384	6,555	779
Total%	8.04	91.96	30.96	58.61	0.57	0.45	8.04	100.00	78.18	9.29
Total18+	423	6,132	2,387	3,591	37	30	423	6,555	0	0
Total18+%	6.45	93.55	36.41	54.78	0.56	0.46	6.45	100.00	0.00	0.00

District No. D2

Total Population 6,826

Total Population 18+ 4,851

Deviation -779

Dev. % -10.243

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic Asian	Non-Hispanic some other race	Hispanic	Total	Total voting age	Deviation from the target
Total	770	6,056	2,026	3,845	30	46	770	6,826	4,851	-779
Total%	11.28	88.72	29.68	56.33	0.44	0.67	11.28	100.00	71.07	-11.41

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic Asian	Non-Hispanic some other race	Hispanic	Total	Total voting age	Deviation from the target
Total18+	490	4,361	1,714	2,532	15	35	490	4,851	0	0
Total18+%	10.10	89.90	35.33	52.20	0.31	0.72	10.10	100.00	0.00	0.00

All Districts Summary Report

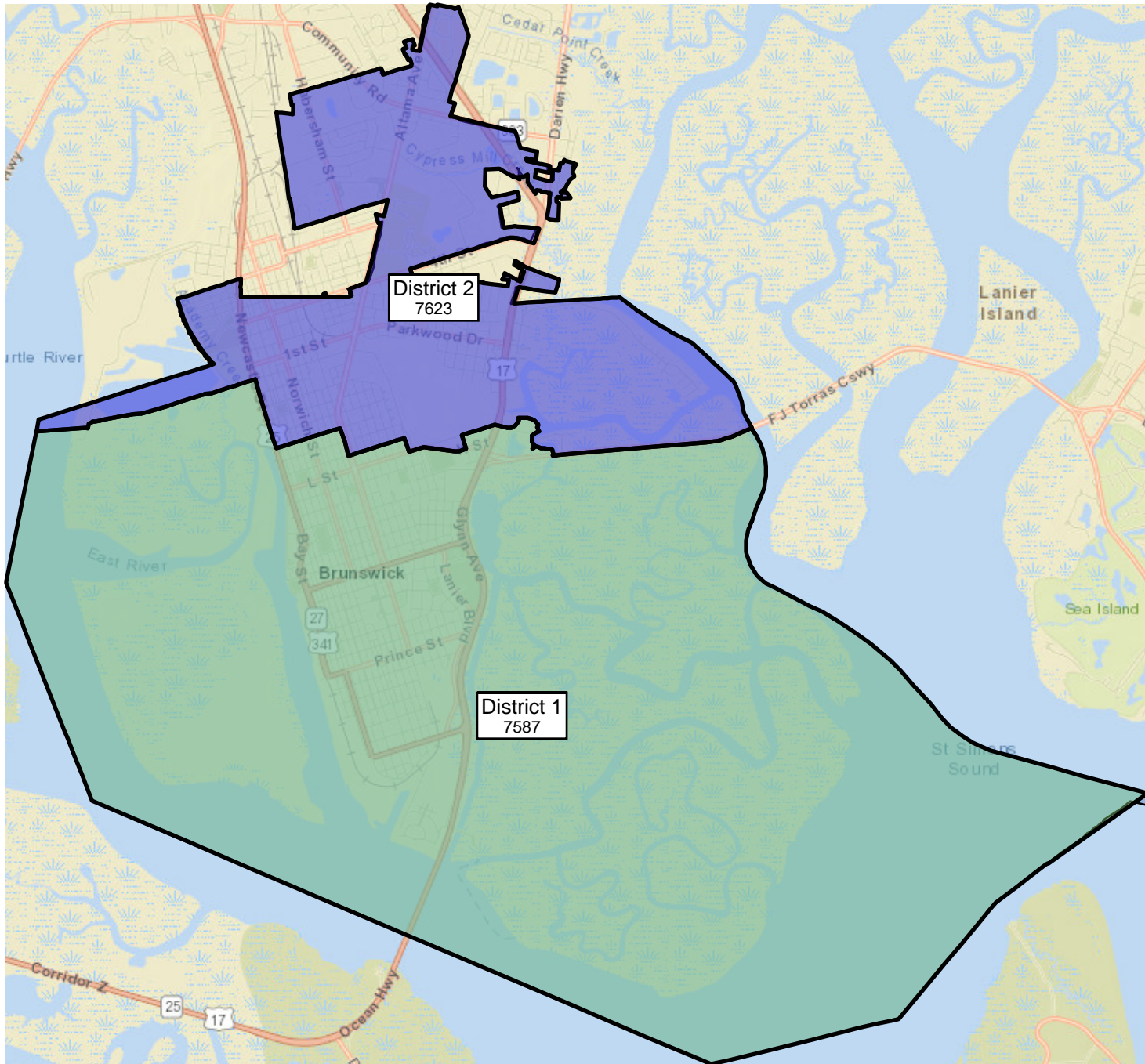
District No.	D1
Total Population	7,587
Total Population 18+	5,376
Deviation	-18
Dev. %	-0.237

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic Asian	Non-Hispanic some other race	Hispanic	Total	Total voting age	Deviation from the target
Total	862	6,725	2,104	4,411	35	49	862	7,587	5,376	-18
Total%	11.36	88.64	27.73	58.14	0.46	0.65	11.36	100.00	70.86	-0.24
Total18+	548	4,828	1,776	2,920	20	38	548	5,376	0	0
Total18+%	10.19	89.81	33.04	54.32	0.37	0.71	10.19	100.00	0.00	0.00

District No.	D2
Total Population	7,623
Total Population 18+	6,030
Deviation	18
Dev. %	0.237

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic Asian	Non-Hispanic some other race	Hispanic	Total	Total voting age	Deviation from the target
Total	582	7,041	2,518	4,348	43	35	582	7,623	6,030	18
Total%	7.63	92.37	33.03	57.04	0.56	0.46	7.63	100.00	79.10	0.24

	Total Hispanic	Total Non-Hispanic	Non-Hispanic white	Non-Hispanic black	Non-Hispanic Asian	Non-Hispanic some other race	Hispanic	Total	Total voting age	Deviation from the target
Total18+	365	5,665	2,325	3,203	32	27	365	6,030	0	0
Total18+%	6.05	93.95	38.56	53.12	0.53	0.45	6.05	100.00	0.00	0.00



Current City Wards	Census Popu	Percentage o	White	Black	Hispanic	Asian
North Ward	8,384	55%	31%	59%	8%	1%
South Ward	6,826	45%	30%	56%	11%	>1%
15,210						

Proposedt City Wards	Census Popu	Percentage o	White	Black	Hispanic	Asian
North Ward	7,587	50%	28%	58%	11%	>1%
South Ward	7,623	50%	33%	57%	8%	1%
15,210						

ORDINANCE 1071

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 23 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 inappropriate for government to determine the content of expression that will be allowed on signs, it is the intent of the City Commission that this chapter be interpreted and enforced 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 freestanding sign which exceeds 35 feet in height and/or 301 square feet of sign surface area.
4. **Building-Mounted Sign** is a sign that is attached to a building.
5. **Changeable Copy Sign** means a sign where the message changes either electronically, mechanically or manually.
6. **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.
7. **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 such that the sign face is not in contact with the ground OR mounted as a structure on the ground (referred to generally as a “monument sign”).
8. **Occupation sign** means a sign, typically a wall sign, used to identify a home occupation in compliance with the provisions of this zoning ordinance.
 9. **Incidental sign** means a freestanding sign, which is accessory and subordinate to the use of the lot on which it is located.
 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 sign** means a sign mounted on wheels and which may be moved from one location to another.
 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. **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.
 14. **Sandwich board sign** means a non-illuminated portable sign consisting of two flat surfaces joined at one end, typically with hinges
 15. **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.
 16. **Temporary sign** means a sign of a non-permanent nature.
 17. **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.
 18. **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 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** 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/or its 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.** No flag shall exceed 40 square feet per face.
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.** Three (3) incidental signs are allowed for each non-residential parcel. No such sign may exceed four square feet in area.
4. **Interior Signs.** Any sign that may be viewed only from the inside of a building.
5. **Required Signs.** Any signs required by law or that exist for the sole purpose of displaying street numbers.
6. **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.
7. **Stadium Signs.** Signs or banners that are located within a stadium and are not intended to be visible from outside of a stadium.
8. **Temporary Signs.** One non-illuminated temporary sign that is 4 square feet in area or up to two signs with each sign limited to a maximum of two square feet in area may be displayed for no more than 30 consecutive days.
9. **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.

A 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. Privately owned or maintained signs on publicly owned or maintained right-of-ways;
- 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 a sign unless 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 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 those permitted without a permit pursuant to Section 23-24-3.
2. **Residential Subdivision –**
One freestanding sign at each major street entrance to a residential subdivision.
3. **Residential – Multi-Family**
 - i. One freestanding sign at each major street entrance.
 - ii. One wall sign.
4. **Residential – Planned Mixed Use Development (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. One wall, mansard, canopy sign or hanging sign is allowed per permitted business.
6. **Commercial – General or Highway - Individual use structure and/or lot**
One freestanding, wall, or mansard sign 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 freestanding sign at each major street entrance. Limit of two freestanding signs per parcel.
 - ii. One wall or mansard or hanging sign

- 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 freestanding sign at each major street entrance. Limit of two freestanding signs.
 - ii. One wall or mansard sign

- 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 freestanding sign at the major street entrance
 - ii. One wall or mansard sign at the building entrance

- 11. **Office – Single Structure and Use**
 - i. One freestanding 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 sign

- 12. **Office – Single Structure with Multiple Tenants**
 - i. One freestanding sign at the major street entrance. (Freestanding sign not permitted in Neighborhood (Local) LC or GC Core Commercial Zoning Districts)
 - ii. One freestanding or wall mounted sign at the building entrance. (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 freestanding sign for the main building or site at each major street entrance.
 - ii. One additional freestanding sign.
 - iii. 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. Two freestanding signs

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 4 square feet of sign face area.

Such signs shall be permitted for all non-residential zoning districts but such signs must be removed within 2 days after they are posted.

18. 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. 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 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 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 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 two 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. Incidental Signs
 - I. May be located on multi-family, commercial, office, institutional or industrial property
 - II. Incidental Signs located at entrance or exit drives from or to public streets, shall not exceed 2 per entrance or exit location(s)
 - III. One Incidental Sign may be located on each building site.
- 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.
- vi. Temporary Signs (in excess of 4 square feet) Requiring a Permit
 - I. May advertise any lawful message.
 - II. Only one temporary sign shall be permitted per non-residential property at any time.
 - III. Each property owner or tenant may apply for a temporary sign up to 4 times per year.
 - IV. Each temporary sign may be displayed for a maximum of 14 days.
 - V. Temporary signs may include banners, wall, or freestanding.

(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 freestanding 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-Mounted 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-Mounted 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-Mounted 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 must 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-Mounted 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-Mounted 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 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-Mounted 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. **Billboards**

- i. Billboards shall not exceed 600 square feet of maximum sign area. A double faced billboard may be 301 square feet for each sign face and each sign face shall be of uniform size.
- ii. Billboards may not exceed 60 feet in height measured from the highest 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 Billboards. Animated signs are not permitted on any type of sign.
- v. Other 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. **Incidental Signs**

- i. Incidental signs shall not exceed 32 square feet in total sign face area nor 8 feet in height.
- ii. Other miscellaneous incidental signs are permitted provided they do not exceed 6 square feet in sign face area nor more than 3 feet in height.
- iii. Incidental signs may not be illuminated.

5. **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 40 square feet in size, and if more than one flag is displayed, the total for all flags shall not exceed 80 square feet
- iii. **Rear Entrance Signs**
Rear Entrance Signs may not exceed 18 inches in width and 12 inches in height.
- iv. **Illumination Standards.**
 - I. Illuminated signs shall not cast light directly into the eyes of drivers or pedestrians; hide from view or distract from any traffic light or street sign; or 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.
- v. **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 be altered except to bring such signs into 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 of 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 of emailing a copy of the notice to the applicant at the address or email address shown on the permit application. If mailed or emailed, notice shall be deemed to have been given upon the date of mailing or emailing 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. The city shall deny permits to 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 (b), 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

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

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

or

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

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

CALL TO ORDER: Mayor Harvey (*meeting began at 5:14 p.m.*)

PRESENTATION

1. Discussion and Demonstration of the Roadway Paving Condition Assessment Completed in March 2021. (*G. Alberson*)
Following the presentation, questions, and comments - the Commission thanked City Engineer/Public Works Director Garrow for the presentation.

UPDATE

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

Following the presentation, questions, and comments - the Commission thanked LCDR Michael Metz and Petty Officer Michael Himes, USCG for the update.

WORK SESSION ADJOURNED – *session adjourned at 6:10 p.m.*

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

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

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION MEETING
WEDNESDAY, OCTOBER 6, 2021 AT 6:00 P.M.
HYBRID MEETING
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PRESENT: Honorable Mayor Cornell Harvey, Mayor Pro-Tem Felicia Harris ~*via zoom*, Commissioner John Cason III ~*via zoom*, Commissioner Julie Martin ~*via zoom* and Commissioner Vincent Williams

CALL TO ORDER: Mayor Harvey - *meeting begin at 6:17 p.m.*

INVOCATION: Commissioner Williams

PLEDGE OF ALLEGIANCE – *Recited by all in attendance at 1229 Newcastle Street.*

ADDENDUM TO AGENDA

**

Commissioner Martin made a motion to add as item number nine~a (9~a) “Consider approval of resolution to extend the moratorium barring billboard sign applications.”; seconded by Commissioner Williams. Motion passed unanimously by a vote of 5 to 0.

**

PRESENTATION

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

City Manager McDuffie gave an overview of the contests/activities for Georgia Cities Week.

Mayor Harvey presented first, second and third place contestant winners for second through third grades and fourth through fifth grades with certificates/prizes in the following art contest categories: technical and abstract. The winners for second through third grades were:

Abstract Category

Place	Name
3 rd	William Dillon
2 nd	Kiley Bittner
1 st	Willow Cate Ballard

Technical Category

Place	Name
3 rd	Melissa Cruz
2 nd	Amelia Guess
1 st	Breckin Gastwirth

The winners for fourth through fifth grades were:

Abstract Category

Place	Name
3 rd	Sophie Venker
2 nd	Molly Morrison
1 st	Abby Schultz

Technical Category

Place	Name
3 rd	Emma Heckle
2 nd	Kate Riccio
1 st	Rebekah Barrows

Mayor Harvey presented first, second and third place contestant winners in the Essay contest – Topic “If I was the Mayor...” and Scavenger Hunt Contest. The winners were:

Essay Contest

Place	Name
3 rd	Madisyn Butler
2 nd	Jerome Maxwell
1 st	Camille Gray

Scavenger Hunt

Place	Name
3 rd	Caroline Tibbitt
2 nd	Susan Kohler
1 st	Willow Hoskins

PUBLIC HEARING(S) - LAND USE

2. 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)*

Director of Planning, Development and Codes Hunter gave a presentation on the above-referenced petitions. He reported that staff and the Planning and Zoning Commission recommends approval of the Rezoning from R6 to GR and the approval of the conditional use to allow two-family dwellings.

Mayor Harvey opened the floor for anyone wanting to speak in favor or opposition of the proposed petition.

The following people addressed the commission:

William Kitts ~ via zoom chat

In Favor

Commissioner Martin made a motion to approve the above-referenced petitions seconded by Commissioner Williams. Motion passed unanimously by a vote of 5 to 0.

ITEM(S) TO BE CONSIDERED FOR APPROVAL

3. Consider Approval of September 15, 2021 Regular Scheduled Meeting Minutes. *(subject to any Necessary changes.) (N. Atkinson)*

Commissioner Williams made a motion to approve the above-referenced minutes; seconded by Commissioner Martin. Motion passed unanimously by a vote of 5 to 0.

4. Consider Approval of Financial Reports as of August 31, 2021. *(K. Mills)*

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

5. Consider Approval of Resolution No. 2021-14 ~ Designating “G” Street as an Honorary Street for Rev. Dr. Julius C. Hope. *(R. McDuffie)*

Commissioner Cason made a motion to defer the above-referenced item until the first meeting in November; seconded by Mayor Pro Tem Harris.

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.

6. Consider Approval of Construction Contract for Phase II of Magnolia Park Roadway and Utility Improvements. *(G. Alberson)*

Commissioner Williams made a motion to approve contract with Georgia Asphalt Producers in the amount of \$2,794,000.75 for the above-referenced improvements; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

7. 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)*

Commissioner Cason made a motion to approve the above-referenced agreement in the amount of

\$489,023; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.

8. 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*)
Commissioner Martin made a motion to approve the above-referenced agreement in the amount of \$395,735.86; seconded by Commissioner Williams. Motion passed unanimously by a vote of 5 to 0.

CITY ATTORNEY'S ITEM(S)

9. Consider Approval of Deed from the City of Brunswick to the Brunswick Housing Authority.
Commissioner Martin made a motion to approve the above-referenced deed as presented; seconded by Mayor Pro Tem Harris. Motion passed unanimously by a vote of 5 to 0.
- 9a. Consider Approval of Resolution to Extend the Moratorium Barring Board Sign Applications.
Commissioner Martin made a motion to approve the above-referenced resolution; seconded by Commissioner Williams. Motion passed unanimously by a vote of 5 to 0.
10. Discussion – Amendment to the City of Brunswick Zoning Ordinance to Amend the City's Sign Ordinance and Applicable Regulations.
Informational only; consideration for adoption of the proposed ordinance amendments will be considered at the October 20, 2021 commission meeting.
11. Discussion - Revisions to the City of Brunswick Mary Ross Dock Ordinance and Regulations.
City Attorney Corry to bring above-referenced item back before the commission at a later date for consideration of approval.

EXECUTIVE SESSION

There was no executive session held during this meeting.

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 8:27 p.m.*

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

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



SUBJECT: Back to Business Brunswick MOU

CONSENT AGENDA: October 20, 2021

PURPOSE: Consider approval and execution of a Memorandum of Understanding between the City of Brunswick and the Golden Isles Development Authority.

HISTORY: When the Department of Treasury announced that the City of Brunswick would receive \$9.2 Million in American Rescue Plan Act funding, Downtown Development Authority staff reviewed the interim guidelines and discovered that these funds could be used for small business assistance through loans and grants. DDA staff developed three programs to benefit small businesses using these funds. The programs were presented to the City Manager, who asked that the programs be made available to businesses city-wide. The DDA can't operate outside its geographic area, so we approached the Economic Development Department to administer the programs for businesses outside that area. Two of the programs are revolving loans, which the City department can manage. The third program, a grant, requires a non-city entity to administer the funds. Staff approached CADDA, who has administered programs in the past, but their regulations did not allow them to perform the task. Staff then approached the Economic Development Authority, who has the ability to administer grants throughout the City. This MOU allows the EDA, after approval by the Economic Development Department, to disburse grant funds to the recipient business.

FACTS AND ISSUES: The City will receive \$9.2 Million in American Rescue Plan Act funding. Of this, \$1.2 million is allocated to the Back to Business Brunswick programs:

- Capital Assistance and Relationship Lending [CARL] - \$250,000 (low interest loans to mitigate the economic effects of COVID-19 and foster lending relationships with local financial institutions).
- Property Stabilization and Market Ready [PSMR] - \$750,000 (low interest revolving loan to assist dilapidated, non-compliant properties to be useable).
- Brunswick Business Relief Grant [BBRG] - \$200,000 (grant for innovation, expansion and workforce development).

BUDGET INFORMATION: The City is allocated to receive \$9,212,262 in ARPA funding. The funding will be received in two distributions: \$4,606,131 in FY 22 and \$4,606,131 in FY 23. The Back to Business Brunswick programs will be funded as follows: \$1,000,000 in FY 22 and \$200,000 in FY 23.

OPTIONS: 1. Approve the MOU and authorize the Mayor to sign. 2. Do not approve the MOU.

DEPARTMENT RECOMMENDATION ACTION: The Downtown Development Authority and Department of Economic Development recommend that the MOU be approved.

DEPARTMENT:

Prepared by: Mathew Hill, DDA; *Mathew Hill*

ADMINISTRATIVE RECOMMENDATION:

Regina M. McDuffie
CITY MANAGER

11/12/21
DATE

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BRUNSWICK
AND THE GOLDEN ISLES DEVELOPMENT AUTHORITY FOR DISTRIBUTION OF
COMMUNITY GROUP INVESTMENT FUND GRANTS**

I. INTRODUCTION

This Memorandum of Understanding (“MOU”) is entered into between the City of Brunswick (hereinafter the “City”), the department and the Golden Isles Development Authority (“GIDA”), collectively referred to herein as the “Parties”.

II. BACKGROUND

A funding opportunity is being made available using America Rescue Plan Act (ARPA) funds received by the City of Brunswick.

Specifically, the American Rescue Plan Act provides funding for cities through the Coronavirus State and Local Fiscal Recovery Funds to respond to the negative economic impacts of the COVID-19 public health emergency. Eligible uses that respond to the negative economic impacts of the public health emergency must be designed to address an economic harm resulting from or exacerbated by the public health emergency.

In light of the pandemic, businesses have either postponed future plans or struggled to hire skilled or a dependable workforce. The Brunswick Business Relief Grant (BBRG) seeks to mediate those obstacles by providing grants on a matching basis for business expansion and innovation, and a lump-sum grant for workforce development.

Grants made for the workforce incentive can be used for internships, hiring bonuses, and retention wage increases.

III. OVERVIEW

Awarded quarterly, matching grants have an award ceiling of \$15,000 on eligible expenses, with an additional \$5,000 workforce incentive. Businesses may apply for both aspects of the grant,

or separately. Grants may be used for 60% of the project cost, where applicants are responsible for the remaining 40% of the total applied costs, excluding the workforce incentive. Additionally, to receive the full award amount, recipients are required to participate in an approved continuing education course.

IV. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

V. RESPONSIBILITIES OF THE CITY:

1. The City will collect grant applications by designating the City's Economic Development Department as the primary contact for the application process.
2. The City's Economic Development Department will review the applications for completeness and accuracy. If needed, The City's Economic Development Department will assist the applicant with modifications of the application.
3. The City's Economic Development Department will develop a final review process, designating City employees qualified to participate in the process.
4. Upon completion of the final review, the City's Economic Development Department will present the GIDA with applications that are recommended to be approved for funding. Successful applicants will be notified that their funding was approved. Applicants who are not approved will be advised of any deficiencies that resulted in non-approval or the reason for non-approval.
5. The City's Economic Development Department will submit a payment request for the amount approved. The payment will be made to GIDA.

VI. RESPONSIBILITIES OF THE AGENCY:

1. Upon receiving a recommendation of an approved applicant, GIDA will prepare payment for the recipient.
2. Upon receiving the funds from the City of Brunswick, GIDA will submit payment to the recipient.
3. GIDA will provide evidence to the City's Economic Development Department that the payment was submitted to the recipient within thirty (30) days of the payment.

VII. DURATION OF MOU

The period of this MOU shall be from October 1, 2021 until all grant funds have been exhausted.

VIII. FUNDING PROVISIONS

a. ANTI- DEFICENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti- Deficiency Act, 31 U.S.C. sections 1341, 1342, 1349, 1351, as the foregoing statute may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IX. COMPLIANCE AND MONITORING

As this MOU is funded by City of Brunswick Funds, the Parties acknowledge that they will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

X. RECORDS AND REPORTS

The Parties shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the City of Brunswick's request, make these documents available for inspection by duly authorized representatives of the agency and other officials as may be specified by the Finance Director or City Manager.

XI. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to applications provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by any Party in the performance of this MOU shall be and remain the property of the CBED.

XII. MODIFICATION AND TERMINATION

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Any Party may terminate this MOU in whole or in part by giving thirty (30) calendar days in advance written notice to the other Party.

XIII. NOTICE

The following individuals are the contact points for each Party under this MOU:

Travis Stegall
Director of Economic Development,
City of Brunswick
601 Gloucester Street
Brunswick, GA 31520
Phone: 912-279-2627
tstegall@cityofbrunswick-ga.gov

Vanessa Wagner
Director of Business Development & Strategies
Golden Isles Development Authority
1505 Richmond St., 2nd Floor

Brunswick, GA 31520
Phone: 912-265-6629
vanessawagner@bwkeda.com

XIV. Each party shall be solely responsible for any expenses they each incur in connection with this MOU.

XV. COUNTERPARTS: This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

XVI. EFFECTIVE DATE: This Agreement will be effective on the date last signed below.

APPROVED this _____ day of _____, 2021 by the City of Brunswick Board of Commissioners.

CITY OF BRUNSWICK, GEORGIA:

CORNELL L. HARVEY, Mayor

ATTEST:

, Clerk
(SEAL)

APPROVED this _____ day of _____, 2021 by the Golden Isles Development Authority.

THE AUTHORITY:

ATTEST:

Naomi D. Atkinson, City Clerk (SEAL)

Back to Business Brunswick

Economic relief programs to
combat the hardships brought
on by the pandemic of 2020



Back to Business Brunswick (BtoBB) is a comprehensive and aggressive plan to combat the costs of the coronavirus pandemic, and to strategically adjust the historic and economic barriers that have largely resulted in stagnant business creation for the City of Brunswick, Georgia. Using the American Rescue Plan's Coronavirus State and Local Fiscal Recovery Funds, the City of Brunswick has allocated \$1.2 million towards business relief, workforce development and property rehabilitation assistance for qualified and dilapidated structures.

Income producing organizations, as well as qualified property owners, within the city limits of Brunswick may apply to the three programs below:

Capital Assistance and Relationship Lending (CARL)

Provide businesses within the city limits with low-interest rate loans to mitigate the economic effects of COVID-19, and to foster lending relationships with local financial institutions.

Description	Microloan	Sponsoring Brunswick's Credit
Secured Loan Amounts	\$2,000 to \$5,000	Up to \$20,000
Applicant Equity	10%	20%
Loan as a % of Total Project Cost	N/A	20%
Loan Terms	1 Year	10 Years
Interest Rate	Rate of inflation at the time of applying, plus 1.0% ¹	New Business: Prime plus 0.5% Existing Business: Prime
Eligible Expenses	Subject to board approval	Subject to board approval
Early Repayment Penalty	No	No

Property Stabilization and Market Ready (PSMR)

The PSMR is designed to structurally stabilize culturally and/or historically significant buildings, and to rehabilitate the interior with the intent to sell or gain tenant(s).

Description	Property Stabilization and Market Ready
Secured Loan Amount	Up to \$75,000
Applicant Equity	20%
Loan as a % of Total Project Cost	40%
Loan Terms	10 Years, or Sale of Property
Interest Rate	Months 6 to 12: 3.0% Months 13 to 120: Prime less 0.5%
Payment Schedule	Months 0 to 6: No Payment Months 7 to 120: Loan amortized at 120 months Sale of Property: Loan balance due at closing
Desired Results	Property stabilized and remodeled. Either sale of property, or new commercial tenant. Job creation. Mixed Use (optional).

¹ Using the Bureau of Labor Statistics' Consumer Price Index for all categories, interest rates will be no less than 2.0%, and no more than 5.0%

Depending on applicant's location, all requirements, qualifying elements, and approval of Back to Business Brunswick incentives are at the discretion of the Brunswick Downtown Development Authority's Board of Directors or Brunswick's Economic Development Department BtoBB committee.

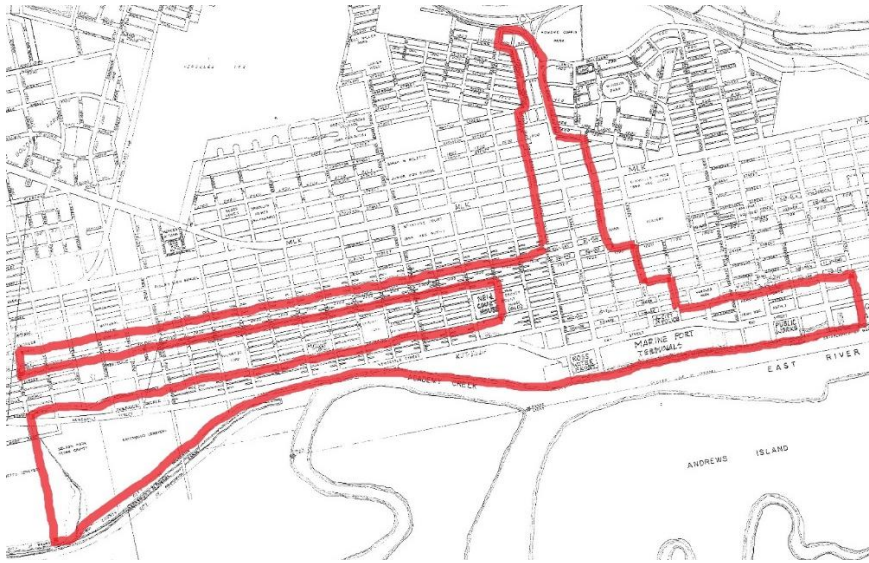
Brunswick Business Relief Grant (BBRG)

The events of 2020, and continual effects of the COVID-19 pandemic have either tempered future plans for businesses or created daily operational hurdles. The BBRG seeks to provide relief to the City of Brunswick's entrepreneurs and workforce by providing capital on a matching basis for innovation, expansion, and workforce development. Additionally, applicants may apply for the Workforce Incentive, which is a nonmatching grant.

Description	Brunswick Business Relief Grant
Grant Ceiling	Up to \$15,000
Grant as a % of the Total Project Cost	60%
Award Cycle	Quarterly
Eligible Expenses	Production Equipment, Office Equipment (software and hardware), Expansion Expenses, Workforce Development
Ineligible Expenses	Property Payments, Accounts Payable, Debts, Rent, Interest, Medication, Alcohol, Tobacco, Raw Materials, or Items Purchased for Resale
Workforce Incentive Ceiling	\$5,000
Eligible Workforce Incentive Uses	Internship: \$500 Hiring Bonus: \$1,000 Retention Wage: \$4,000 Skilled Labor Incentive: \$1,000*
*Approved Skilled Labor Organizations	STAR Foundation, Golden Isles College and Career Academy (GICCA), College of Coastal Georgia (CCGA), and Coastal Pines Technical College
Continuing Education Provision	To receive full award, the applicant, or an employee, must attend an approved continuing education course (listed below) within six months of awarding. Otherwise, only 40% of the total award will be granted. Example: if a recipient is awarded the full \$15,000, but fails to complete the provision within 6 months, the total award would be \$9,000.
Approved Education Organizations	College of Coastal Georgia, Coastal Pines Technical College, and the UGA Small Business Development Center
Application Deadlines	October 27 th , 2021 January 26 th , 2022 April 27 th , 2022 July 27 th , 2022
Award Dates	November 19 th , 2021 February 18 th , 2022 May 20 th , 2022 August 19 th , 2022

Depending on applicant's location, all requirements, qualifying elements, and approval of Back to Business Brunswick incentives are at the discretion of the Brunswick Downtown Development Authority's Board of Directors or Brunswick's Economic Development Department BtoBB committee.

Brunswick DDA's District



Brunswick City Limits



Contact:

Brunswick Downtown Development Authority

912-265-4032

info@discoverbrunswick.com

discoverbrunswick.com



SUBJECT: Request for Proposals for New City Ladder Truck

COMMISSION ACTION REQUESTED ON: October 20, 2021

PURPOSE: The Fire Department has determined a need to upgrade the Fire Aerial Tower (Ladder Truck). The department will solicit bids for the truck to include fabrication of the vehicle, purchasing of equipment, hosing, etc. to outfit the truck and delivery of the vehicle. The process will take between 12 – 15 months for delivery of the vehicle.

HISTORY: The current Aerial Truck was purchased in 2005 and has a ladder height capacity of 75 feet. The ladder extension apparatus is outdated.

FACTS AND ISSUES: The current truck is limited in its height capacity and consist of apparatus that is outdated. Newer trucks have buckets that extend and provide securer conditions during use. The new truck would have a 110 foot ladder. Recent fires have required units to be brought from other entities to provide adequate coverage. Due to the time required for delivery, SPLOST funding which was the original proposed funding would significantly delay acquisition and is dependent upon approval of the referendum.

BUDGET INFORMATION: The proposed funding will use the funds which were deemed infeasible from the Conference Center project. The \$1.3 million equates to 3.56 mils of taxes which would have to be increased if not for the use of these funds.


OPTIONS:

1. Approve funding from the Conference Center project to be used to avoid raising taxes for the purchase of a new fire aerial truck.
 2. Do not approve funding from the Conference Center project to be used to avoid raising taxes for the purchase of a new fire aerial truck.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

4. Approve funding from the Conference Center project to be used to avoid raising taxes for the purchase of a new fire aerial truck.

DEPARTMENT: Fire Department

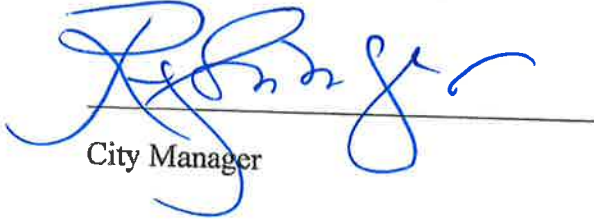
Prepared by: 

ADMINISTRATIVE COMMENTS:

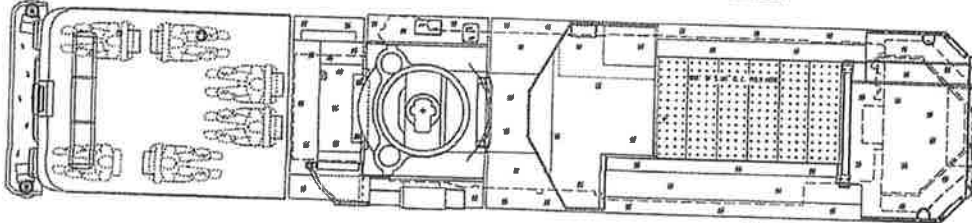
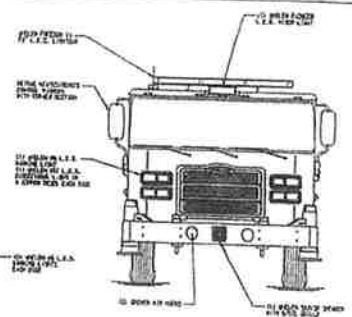
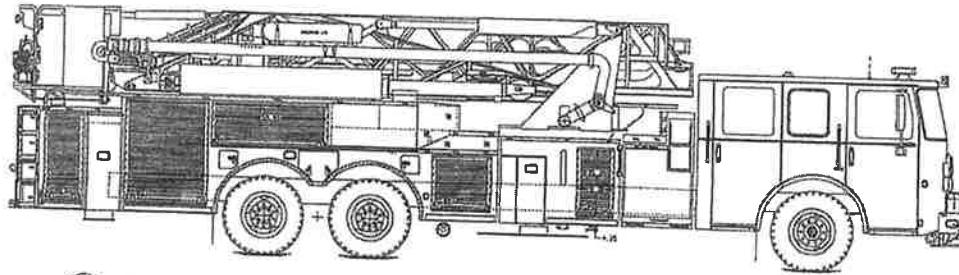
Without the use of this funding, the city would require a 3.5 mil tax increase.

ADMINISTRATIVE RECOMMENDATION:

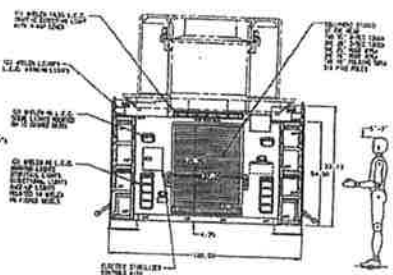
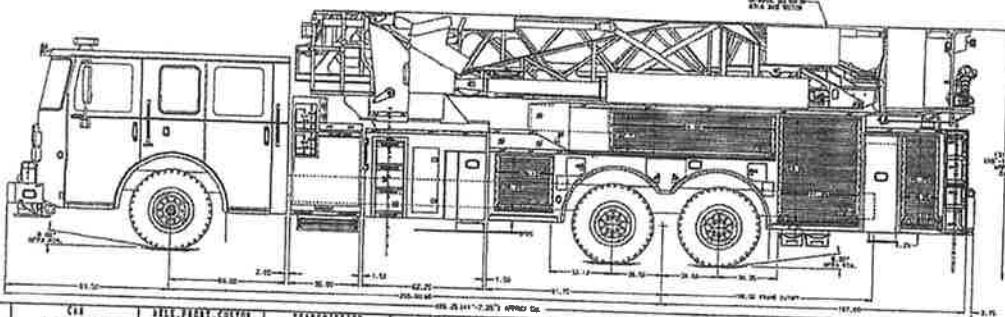
Approve request as presented.


City Manager

10 / 11 / 21
Date



SOBY 10' Newmont Aerial Tower 1400 Body CORRY, LEFT SIDE Full Height Rollup Doors CORRY, RIGHT SIDE Full Height Rollup Doors	WATTS TALK 200 Galton Piping Water Tank Face System Face System Roll Required Face Call Face Call Not Required
--	--



CHASSIS Enhanced Chassis ENGINE 500 HP Isuzu 6B3 Engine	CR 5000 Enhanced Cab ROOF 13" Flatbed Aluminum	WELL, FRONT, CUSTOM 2'-0" over 24" in width WELL, REAR 54,000 lb Max (Load) Side	TRANSMISSION Allison 200 Turb, 6000 Eng P	PERIODIC 36" Saturated Rack 5-1/2" Round PUMP 2000 GPM Maximum 3100	AXLES/STEERS, 1-50" 021 1-50", 1000 (Single-Drive) AXLES/STEERS, 2-50" 2-50" Overdrive Not Required	SPEED/SLIPS Speed/Slips Not Required GENERATOR Generator Not Required	SAFETY 18kg Roll, and Frontal Impact Protection	CUSTOMER APPROVAL CUSTOMER NO. DATE:	Pinto MANUFACTURING INC. JOB NO. --- REV. 1-24 DATE --- DRAWN BY --- CHECKED BY --- DATE --- SHEET NO. 1 of 1
NOTE: DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION. PLEASE DETAILS NOT SHOWN. 1. WORK ON THIS CHASSIS IS LIMITED TO THE POINTS LISTED IN THIS TABLE. ALL OTHER WORK IS TO BE DONE BY THE CUSTOMER. 2. THIS CHASSIS IS DESIGNED TO OPERATE ON A 1500 PSI AIR SYSTEM. 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED. 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.									
QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	QTY	

Pinto 01-07-200 01-11-11

ASCENDANT 100' HEAVY-DUTY
AERIAL TOWER





SUBJECT: EPD 319 GRANT – GI/LID RETROFITS – PROJECT DESIGN & GRANT ADMINISTRATION – GOODWYN MILLS CAWOOD

COMMISSION ACTION REQUESTED ON: October 20, 2021

PURPOSE:

Approval of an agreement with Goodwyn Mills Cawood for project design and grant administration supporting the Georgia EPD 319 grant for 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, the various contaminants are transported to the rivers and marshes surrounding the City. Green Infrastructure and Low Impact Development features are intended to reduce the storm water runoff and associated pollutant loading by allowing the storm water to infiltrate into the ground prior to leaving developed sites.

FACTS AND ISSUES:

The City was recently awarded a grant from the Georgia Environmental Protection Division which will provide funding for the design and installation of Green Infrastructure (GI) and Low Impact Development (LID) features at three sites within the City. 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.

Goodwyn Mills Cawood (GMC) is one of the City's pre-qualified engineering consulting firms. They have significant experience in the design and construction of GI/LID features and runoff reduction measures. GMC has provided a proposal which includes grant administration and

reporting of technical data, survey and design of the runoff reduction features at all three sites, and construction administration services for all three sites. The length of the agreement corresponds with the length of the EPD grant agreement, which is November 2021 through September 2024.

BUDGET INFORMATION:

The total cost of this agreement is \$64,000. According to the budget included in the approved grant agreement, \$52,000 of this amount will be paid by EPD grant funds. The remaining \$12,000 will be paid by the City as matching funds. The City’s portion will be paid from Storm Water Utility funds budgeted in FY 22.

OPTIONS:

1. Authorize the Mayor to sign an agreement with Goodwyn Mills Cawood in the amount of \$64,000 for project design and grant administration tasks associated with the GA EPD 319 Grant for GI/LID Retrofits in Brunswick.
 2. Do not authorize the Mayor to sign an agreement with Goodwyn Mills Cawood in the amount of \$64,000 for project design and grant administration tasks associated with the GA EPD 319 Grant for GI/LID Retrofits in Brunswick.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with Goodwyn Mills Cawood in the amount of \$64,000 for project design and grant administration tasks associated with the GA EPD 319 Grant for GI/LID Retrofits in Brunswick.

DEPARTMENT: Engineering

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an agreement with Goodwyn Mills Cawood in the amount of \$64,000 for project design and grant administration tasks associated with the GA EPD 319 Grant for GI/LID Retrofits in Brunswick.

Regina M. McDuffie

City Manager

10/11/2021

Date

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

6. Project Budget:

Line Item	Line Item Description	319(h) Grant Funds (60% Maximum)	Non-Federal Matching Funds (40% Minimum)	Total
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
	Sub Total:	\$0	\$39,014	\$39,014
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
	Sub Total:	\$0	\$15,363	\$15,363
C	<u>Travel:</u> N/A	\$0	\$0	\$0
	Sub Total:	\$0	\$0	\$0

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

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
	Sub Total:	\$0	\$0	\$0
E	<u>Supplies:</u> N/A	\$0	\$0	\$0
	Sub Total:	\$0	\$0	\$0
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: GMC 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

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
	Sub Total	\$293,289	\$141,357	\$434,646
G	Other: N/A	\$0	\$0	\$0
	Sub Total	\$0	\$0	\$0
H	Total Direct Charges: (Sum of A-H)	\$293,289	\$195,734	\$489,023
I	Indirect Charges: N/A	\$0	\$0	\$0
J	Total: (Sum of I and J)	\$293,289	\$195,734	\$489,023

- 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: GMC
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.

EPD 319 - Green Infrastructure / Low Impact Development Funding

Consultant Agreement - Project Design & Grant Administration - Goodwyn Mills Cawood

Summary of Funding Sources & Uses

FUNDING USES	\$\$ Amount
Project Design & Grant Administration	64,000.00
TOTAL ESTIMATED PROJECT COSTS	\$ 64,000.00

FUNDING SOURCES

EPD Grant	per grant budget	52,000.00
Local Match*	per grant budget	12,000.00

TOTAL FUNDING USES **\$ 64,000.00**

Breakdown of Local Match*

SWU funds - FY 2022 12,000.00

Total Local Match **\$ 12,000.00**



Goodwyn Mills Cawood

1612 Newcastle Street
Suite 218
Brunswick, GA 31520

T (912) 226-4612

www.gmcnetwork.com

September 28, 2021

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

Re: FY2020 Section 319(h) Grant: "GI/LID Retrofits in Brunswick – From Planning to Implementation"

Dear Garrow,

Goodwyn Mills and Cawood (GMC) is pleased to present the following proposal to assist the City of Brunswick with its FY2020 Section 319(h) Grant titled, "GI/LID Retrofits in Brunswick – From Planning to Implementation." This project continues our ongoing efforts from the Coastal Incentive Grant, titled, "Rethinking Runoff Plan – Green Infrastructure Feasibility Assessment." GMC has the technical background in green infrastructure stormwater management, as well as intimate knowledge of the City's Stormwater Management Plan, Floodplain Management Program, GIS datasets, and the grant application, in order to successfully design the proposed green infrastructure practices and meet the grant requirements. We will also assist the City with grant administration and lead the efforts for grant reporting to Georgia DNR, Environmental Protection Division.

The purpose of this letter is to present our scope of work to assist the City with this grant. We appreciate your confidence in GMC, and we look forward to assisting the City in designing and implementing green infrastructure stormwater projects across the City through the funding provided in the FY2020 Section 319(h) Grant. Please contact the undersigned should you have any questions.

Sincerely,

GOODWYN MILLS CAWOOD, INC.

Robert A. Brown, P.E., Ph.D.
Senior Water Resources Engineer / Brunswick Office Manager

EXHIBIT A

AUTHORIZATION FOR WORK NO. 03

UNDER AGREEMENT DATED: June 20, 2019

The City hereby authorizes Engineer for performance of the following scope of work:

1. WORK TO BE PERFORMED:

GMC will provide (1) grant administration/reporting technical assistance and (2) engineering design services for the FY2020 Section 319(h) Grant titled, "GI/LID Retrofits in Brunswick – From Planning to Implementation." This project is a continuation of the current Coastal Incentive Grant "Rethinking Runoff Plan – Green Infrastructure Feasibility Assessment," in which GMC is providing grant administration/reporting technical assistance and leading the development of green infrastructure conceptual plans.

Task 1: Grant Administration/Reporting Technical Assistance

- Responsibilities/Duties:

- Assist City with grant administration/coordination with Georgia Department of Natural Resources, Environmental Protection Division (GADNR-EPD).
- Lead grant reporting efforts by preparing and submitting quarterly invoices (grant reimbursements), quarterly reports, annual reports, and final close-out report to GA-EPD.
 - GMC will require City staff to coordinate distribution and collection of timesheets and provide copies of project invoices on a quarterly basis to include in reporting and invoices submitted to GADNR-EPD.
- Interpret and summarize water level, rain gauge, and in-stream DO monitoring data for reports. This will be used for the tasks associated with modeling reductions of sediment, nitrogen, and phosphorus loads from these projects, as well as to compare pre/post impacts on water quality in the Turtle and Brunswick Rivers.

Task 2: Engineering Design of Green Infrastructure Projects at the Brunswick Fire Station, Liberty Ship Park, and Goodyear Park

- Responsibilities/Duties:

- Conduct topographic survey and create base map of project area.
- Obtain any necessary permits for construction.
- Design and engineer GI/LID BMPs in accordance with the Georgia Stormwater Management Manual and Coastal Stormwater Supplement. This item includes: engineering plans, project specifications, opinion of probable cost, and bid documents.
- Provide construction administration services including: pre-bid meeting, addendums/RFIs, bid opening, review of bids, recommendation, pre-construction meeting, review payment applications, and site inspections.

2. DATES OF SERVICE:

The Section 319(h) Grant is expected to start on November 1, 2021, and continue for a duration of three years. Specific tasks will follow the “Project Schedule” outlined in the City’s Contract with GADNR-EPD.

Overall, engineering design is expected to be completed within the first six months of the three-year grant period. For the grant reporting task, quarterly reports are due to GADNR-EPD every January 15th, April 15th, July 15th, and October 15th, and the October 15th quarterly report will also include a federal fiscal year annual report. The final close-out report is to be submitted within 60 days of the end of the grant period, which is currently listed as September 30, 2024.

3. COMPENSATION AND PAYMENT:

The cost for the tasks listed above is as follows, and they are based on lump-sum pricing:

- Task 1: \$24,000
- Task 2: \$40,000

4. PROJECT MANAGER FOR ENGINEER IS:

Robert Brown, P.E., Ph.D.

5. SPECIAL TERMS:

None

ACCEPTED:

CITY OF BRUNSWICK

GOODWYN, MILLS & CAWOOD

BY: _____

BY: Courtney Reich

NAME: _____

NAME: Courtney Reich, AICP, CFM

TITLE: _____

TITLE: VP, Stormwater Market Leader

DATE: _____

DATE: September 28, 2021



SUBJECT: MARY ROSS WATERFRONT PARK – PHASE II IMPROVEMENTS – PROJECT DESIGN – EMC ENGINEERING SERVICES, INC.

COMMISSION ACTION REQUESTED ON: October 20, 2021

PURPOSE:

Approval of an agreement with EMC Engineering Services, Inc. for project design of Phase II improvements at Mary Ross Waterfront Park

HISTORY:

Mary Ross Waterfront Park is the only waterfront park along the west side of the City. Current amenities at the park include a concrete dock, farmers’ market pavilion, enclosed gazebo structure with patio, and children’s playground. The master plan for the park, completed in 2015, includes several additional improvements to be completed in phases. Phase I of the master plan includes stabilization and reinforcement of the existing concrete dock, which has been completed.

FACTS AND ISSUES:

Phase II of the Mary Ross Park master plan includes several tasks to provide better access to the park including pedestrian access, parking improvements, and recreation areas. These improvements will provide more functional and aesthetic characteristics within the park for long-time park users as well as first-time visitors.

The proposed project scope includes improvements to the Gloucester Street entrance and parking area along the south side of the park in order to create a better vehicle parking area with a pervious pavement surface to help reduce storm water runoff. This area will also include an entrance structure with arched “Mary Ross Waterfront Park” sign. Improvements to the pedestrian crossing of the railroad at Gloucester Street will also be included as part of the project improvements. Other proposed improvements at the park include a handrail along the full length of the dock along with a new surface overlay of the entire dock and an improved fishing area at the south end of the dock. The project scope will also include the extension of the brick plaza from the gazebo area to the improved parking area. The area will include landscaping improvements and new seating areas so that visitors can enjoy the waterfront setting.

EMC Engineering has provided a proposal in the amount of \$58,300 for design and engineering services related to the proposed project. The Engineering and Public Works staff has discussed

the project and proposal with EMC Engineering regarding the scope and schedule of the project. The designer is ready to begin work immediately upon approval of the agreement. Design of the project is anticipated to take approximately 120 days, which will allow for construction bidding around March 2022.

BUDGET INFORMATION:

The total cost of this agreement is \$58,300. The cost of this project is to be paid from SPLOST VI funding designated for Mary Ross Park Improvements and other available capital funding. Current funding available is approximately \$450,000.

OPTIONS:

1. Authorize the Mayor to sign an agreement with EMC Engineering Services in the amount of \$58,300 for design and engineering of improvements at Mary Ross Waterfront Park.
2. Do not authorize the Mayor to sign an agreement with EMC Engineering Services in the amount of \$58,300 for design and engineering of improvements at Mary Ross Waterfront Park.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with EMC Engineering Services in the amount of \$58,300 for design and engineering of improvements at Mary Ross Waterfront Park.

DEPARTMENT: Engineering

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

1. Authorize the Mayor to sign an agreement with EMC Engineering Services in the amount of \$58,300 for design and engineering of improvements at Mary Ross Waterfront Park.

Regina M. McDuffie

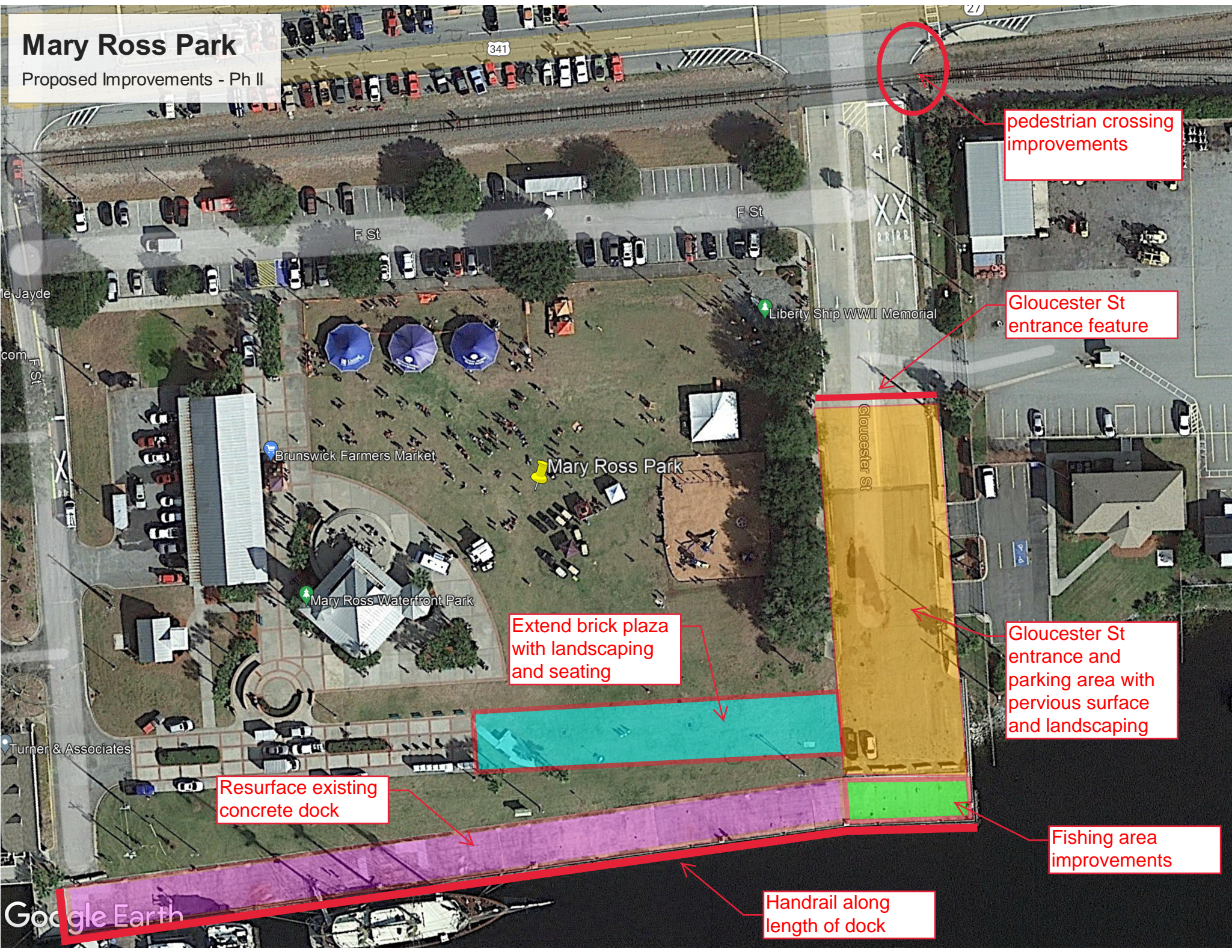
City Manager

11/12/21

Date

Mary Ross Park

Proposed Improvements - Ph II



pedestrian crossing improvements

Gloucester St entrance feature

Gloucester St

Extend brick plaza with landscaping and seating

Gloucester St entrance and parking area with pervious surface and landscaping

Resurface existing concrete dock

Fishing area improvements

Handrail along length of dock



504 Gloucester Street
Brunswick, GA 31520
Phone: (912) 265-7636
Fax: (912) 233-4580
www.emc-eng.com

October 6, 2021

Mayor Cornell Harvey
City of Brunswick
601 Gloucester Street, City Hall
Brunswick, Georgia 31520

**RE: LETTER AGREEMENT FOR PROFESSIONAL SERVICES FOR
MARY ROSS PARK – PHASE II
BRUNSWICK, GEORGIA**

Dear Mayor Harvey:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional services in connection with the referenced *Project*. The *Project* consists of the installation of landscaping, structures and other improvements to Mary Ross Park.

Our *Basic Services* will include surveying, site engineering, landscape architecture and construction phase services as further described below.

1. SURVEYING:

- EMC will prepare a limited topographic survey of the area of proposed improvements as shown on the attached exhibit. Topographic survey will include the location of existing above ground improvements, visible above ground utilities, underground utility markings provided by public utility service providers via a submitted locate ticket with Georgia 811 and storm sewer piping sizes and inverts.
- Survey will be based on Georgia State Plane Coordinates East Zone NAD83 and vertical data will be based on NAVD 88 datum.
- Preparation of a topographic basemap drawing for use to prepare landscape plans, construction plans and permit application drawing(s) for GDOT and CSX RR.

2. LANDSCAPE DESIGN:

- Preparation of a landscape planting plan suitable for bidding, signed and sealed by a registered landscape architect that satisfies the requirements of the *Client*. Plan will indicate the layout of all proposed bed lines and plant materials, and will include identification, quantity, size, spacing and planting details.

3. IRRIGATION DESIGN:

- Preparation of an irrigation plan suitable for bidding, signed and sealed by a registered Landscape Architect, that provides complete design information including sprinkler head spacing, system layout, pipe sizes, operating requirements, and watering schedule.

4. LANDSCAPE LIGHTING:

- Preparation of a landscape lighting plan providing location, lighting type and fixture styles to new landscape beds and hardscape area. **Lighting plan does not include electrical wiring design, wiring diagrams or specifications.**

5. **SITE ENGINEERING:**

- Preparation of the following site construction working drawings based upon the scope of work provided by the City of Brunswick

ESTIMATED LIST OF DRAWINGS:

- ◆ Cover
 - ◆ *General Notes and Legend/Typical Section*
 - ◆ *Topographic survey plan*
 - ◆ *Site Plan (including dimensions)*
 - ◆ *Paving, Grading and Drainage plan*
 - ◆ *Erosion, Sedimentation & Pollution Control Plan Notes*
 - ◆ *Erosion, Sedimentation & Pollution Control Plan*
 - ◆ *Erosion, Sedimentation & Pollution Control Plan Details*
 - ◆ *Landscape Plans*
 - ◆ *Gloucester Entry Plan & Details*
 - ◆ *Irrigation Plans (if needed)*
 - ◆ *Utilities Relocation Plan (if needed)*
 - ◆ *Roadway and Drainage Profiles*
 - ◆ *Sanitary Sewer Profiles*
 - ◆ *Landscape Plan*
 - ◆ *Irrigation Plan*
 - ◆ *Construction Details*
 - ◆ *GDOT Row Encroachment Permit Application & Exhibits*
 - ◆ *CSX Railway Crossing Permit Application & Exhibits*
- Preparation, submittal and follow up through approval for all normal relevant site engineering plan approvals.
 - Development of normal designs, calculations, computations, details and specifications required for regulatory approval.
 - Preparation of a Notice of Intent to EPD for storm water discharge under NPDES General Permit No. *GAR100002-Infrastructure*

6. **NPDES MONITORING:**

- EMC will provide weekly inspections of the project BMP's and report any noted deficiencies to the project foreman, during site construction.
- EMC will file monthly reports to EPD in accordance with the requirements to the NPDES regulations.
- EMC will provide 1 monitoring station to provide stormwater NTU readings and sample reports for two events/month.

7. **CONSTRUCTION PHASE SERVICES:**

- **Bidding/Contract Negotiation;** Preparation of construction contract and bidding documents and providing copies to selected contractors along with the construction plans for their use in preparing bids for the project, review of bids and consultation to Client in determining the selected contractor
- **Conferences and Meetings;** Attend meetings with Contractor, such as pre-construction conference, progress meetings, job conferences and other project-related meetings.
- **NPDES Monitoring;** Provide weekly monitoring, BMP inspection after qualifying rainfall event, sampling and analysis stormwater runoff with qualified rainfall events, and monthly summary reporting.

Payment for our *Basic Services* will be a lump sum fee of as shown below in the cost estimate breakdown. Payment for our hourly based services will be in accordance with the attached *Hourly Rate Schedule*.

Payment for our *Basic Services* will be hourly in accordance with the attached *Hourly Rate Schedule*. We reserve the right to adjust these rates for work performed in subsequent years.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

➤ <i>Surveying</i>	\$ 6,000
➤ <i>Landscape Architectural</i>	\$10,000
➤ <i>Irrigation Plan (if needed)</i>	\$ 3,600
➤ <i>Landscape Lighting Plan (if needed)</i>	\$ 2,700
➤ <i>Site Engineering</i>	\$17,500
➤ <i>Entrance Archway</i>	\$ 3,500
➤ <i>GDOT ROW Encroachment Application</i>	\$ 2,500
➤ <i>GDOT Permitting (Estimated Budget hourly basis)</i>	\$ 2,500
➤ <i>CSX Railway Crossing Application</i>	\$ 2,500
➤ <i>CSX Railway Crossing Permitting (Estimated Budget hourly basis)</i>	\$ 2,500
➤ <i>Construction phase services (Estimated Budget hourly basis)</i>	\$ 5,000

We will also furnish such *additional services* as you may request. *Additional services* will be documented by EMC and authorized by the *Client*. *Additional services* will be charged on an hourly rate basis in accordance with the attached *Hourly Rate Schedule*.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- *Boundary Retracement Survey*
- *As-built Surveys*
- *Geotechnical Soil Investigations*
- *Construction Materials Testing services*
- *Wetland delineation, mitigation, and permitting*
- *Construction phase services beyond what is called for in basic services*

Reimbursable expenses incurred in connection with all *basic* and *additional services* will be charged based on the actual cost plus 10%. We will bill you monthly for services and *reimbursable expenses*.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- *Overnight delivery costs*
- *Application fees*
- *Regulatory fees*
- *Record drawings reproduction costs*
- *Architectural services*
- *Electrical and mechanical engineering services*

The above financial arrangements are based on prompt payment of our bills and the orderly and continuous progress of the *Project*.

Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the *Client* agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement* and to complete our services in accordance with a mutually agreed upon schedule.

This *Proposal* and attachments represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,

EMC ENGINEERING SERVICES, INC.

By: 

Kenneth B. Goodbread II
Brunswick Branch Manager

ACCEPTED this ____ day of _____, 2021

CITY OF BRUNSWICK

By: _____

Cornell Harvey
Mayor

Attachments:

Exhibit
General Provisions
Hourly Rate Schedule

EMC ENGINEERING SERVICES, INC. GENERAL PROVISIONS

EMC Engineering Services, Inc. (EMC) will provide services in accordance with the scope of services and the following General Provisions:

- 1) EMC agrees to furnish professional engineering and surveying services for the project described in this Agreement (Proposal) and the attachments thereto. Acceptance of this Agreement or proposal constitutes agreement to utilize our services at the rates and charges indicated.
- 2) This agreement envisions that all of the services described herein will be performed by EMC and that there will be no material changes in the work. Should the scope of the project be changed materially, compensation to EMC for professional services shall be subject to renegotiation.
- 3) Compensation to EMC for services provided shall conform to the prevailing hourly rate schedule in effect at the time the services are performed.
- 4) Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the client agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.
- 5) The standard of care for all professional engineering and related services performed or furnished by EMC under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EMC makes no warranties, express or implied, under this Agreement or otherwise, in connection with EMC's services. EMC and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- 6) All design documents prepared or furnished by EMC are instruments of service, and EMC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. These documents are not to be used on other projects or extensions of this project except by written agreement and with appropriate compensation to EMC. Any reuse of documents without specific written verification or adaptation by EMC will be at the client's sole risk and without liability or legal exposure to EMC, and the client agrees to indemnify and hold harmless EMC, its officers, principals, employees and sub-consultants against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such reuse.
- 7) This agreement may not be transferred or assigned without the written consent of EMC.
- 8) EMC shall not be responsible for any act or omission of any architect, other consultant, contractor, or subcontractors or the agents or employees of any of them nor the acts or omissions of other persons performing any of the work of the project.
- 9) To the fullest extent permitted by law, the Owner and EMC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that EMC's total liability to Owner under this Agreement shall be limited to fifty thousand dollars or the total amount of compensation received by EMC, whichever is greater.
- 10) If EMC and Client become involved in any adverse legal proceedings (whether in a court of law, arbitration, binding mediation or other similar proceeding) for any purposes, then EMC shall be entitled to recover from Client, in addition to all principal and interest amounts due to EMC from Client, all attorneys' fees and expenses, all expert fees, and all other fees and expenses incurred by EMC.
- 11) For projects involving construction phase engineering services, it is agreed that the professional services of EMC are limited to review and observation of the work of the contractor(s) to ascertain that such work substantially conforms to the design intent and the Contract Documents. It is further agreed that the Client will defend, indemnify and hold harmless EMC against any claim or suit whatsoever, including but not limited to all payments, expenses, or costs incurred, arising from or alleged to have arisen from any error or omission in the plans, specifications or Contract Documents. EMC agrees to be responsible for its own or its employee's negligent acts, errors or omissions in the performance of professional services provided by EMC on the project.

EMC shall not at any time supervise, direct, or have control over any contractor's work, nor shall EMC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractor's work.

EMC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the Owner and such contractor.

ORDINANCE 1071

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 23 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 inappropriate for government to determine the content of expression that will be allowed on signs, it is the intent of the City Commission that this chapter be interpreted and enforced 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 freestanding sign which exceeds 35 feet in height and/or 301 square feet of sign surface area.
4. ***Building-Mounted Sign*** is a sign that is attached to a building.
5. ***Changeable Copy Sign*** means a sign where the message changes either electronically, mechanically or manually.
6. ***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.
7. ***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 such that the sign face is not in contact with the ground OR mounted as a structure on the ground (referred to generally as a “monument sign”).
8. **Occupation sign** means a sign, typically a wall sign, used to identify a home occupation in compliance with the provisions of this zoning ordinance.
 9. **Incidental sign** means a freestanding sign, which is accessory and subordinate to the use of the lot on which it is located.
 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 sign** means a sign mounted on wheels and which may be moved from one location to another.
 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. **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.
 14. **Sandwich board sign** means a non-illuminated portable sign consisting of two flat surfaces joined at one end, typically with hinges
 15. **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.
 16. **Temporary sign** means a sign of a non-permanent nature.
 17. **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.
 18. **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 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** 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/or its 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.** No flag shall exceed 40 square feet per face.
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.** Three (3) incidental signs are allowed for each non-residential parcel. No such sign may exceed four square feet in area.
4. **Interior Signs.** Any sign that may be viewed only from the inside of a building.
5. **Required Signs.** Any signs required by law or that exist for the sole purpose of displaying street numbers.
6. **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.
7. **Stadium Signs.** Signs or banners that are located within a stadium and are not intended to be visible from outside of a stadium.
8. **Temporary Signs.** One non-illuminated temporary sign that is 4 square feet in area or up to two signs with each sign limited to a maximum of two square feet in area may be displayed for no more than 30 consecutive days.
9. **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.

A 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. Privately owned or maintained signs on publicly owned or maintained right-of-ways;
- 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 a sign unless 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 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 those permitted without a permit pursuant to Section 23-24-3.
2. **Residential Subdivision –**
One freestanding sign at each major street entrance to a residential subdivision.
3. **Residential – Multi-Family**
 - i. One freestanding sign at each major street entrance.
 - ii. One wall sign.
4. **Residential – Planned Mixed Use Development (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. One wall, mansard, canopy sign or hanging sign is allowed per permitted business.
6. **Commercial – General or Highway - Individual use structure and/or lot**
One freestanding, wall, or mansard sign 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 freestanding sign at each major street entrance. Limit of two freestanding signs per parcel.
 - ii. One wall or mansard or hanging sign

- 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 freestanding sign at each major street entrance. Limit of two freestanding signs.
 - ii. One wall or mansard sign

- 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 freestanding sign at the major street entrance
 - ii. One wall or mansard sign at the building entrance

- 11. **Office – Single Structure and Use**
 - i. One freestanding 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 sign

- 12. **Office – Single Structure with Multiple Tenants**
 - i. One freestanding sign at the major street entrance. (Freestanding sign not permitted in Neighborhood (Local) LC or GC Core Commercial Zoning Districts)
 - ii. One freestanding or wall mounted sign at the building entrance. (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 freestanding sign for the main building or site at each major street entrance.
 - ii. One additional freestanding sign.
 - iii. 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. Two freestanding signs

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 4 square feet of sign face area.

Such signs shall be permitted for all non-residential zoning districts but such signs must be removed within 2 days after they are posted.

18. 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. 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 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 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 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 two 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. Incidental Signs
 - I. May be located on multi-family, commercial, office, institutional or industrial property
 - II. Incidental Signs located at entrance or exit drives from or to public streets, shall not exceed 2 per entrance or exit location(s)
 - III. One Incidental Sign may be located on each building site.
- 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.
- vi. Temporary Signs (in excess of 4 square feet) Requiring a Permit
 - I. May advertise any lawful message.
 - II. Only one temporary sign shall be permitted per non-residential property at any time.
 - III. Each property owner or tenant may apply for a temporary sign up to 4 times per year.
 - IV. Each temporary sign may be displayed for a maximum of 14 days.
 - V. Temporary signs may include banners, wall, or freestanding.

(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 freestanding 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-Mounted 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-Mounted 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-Mounted 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 must 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-Mounted 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-Mounted 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 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-Mounted 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. **Billboards**

- i. Billboards shall not exceed 600 square feet of maximum sign area. A double faced billboard may be 301 square feet for each sign face and each sign face shall be of uniform size.
- ii. Billboards may not exceed 60 feet in height measured from the highest 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 Billboards. Animated signs are not permitted on any type of sign.
- v. Other 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. **Incidental Signs**

- i. Incidental signs shall not exceed 32 square feet in total sign face area nor 8 feet in height.
- ii. Other miscellaneous incidental signs are permitted provided they do not exceed 6 square feet in sign face area nor more than 3 feet in height.
- iii. Incidental signs may not be illuminated.

5. **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 40 square feet in size, and if more than one flag is displayed, the total for all flags shall not exceed 80 square feet
- iii. **Rear Entrance Signs**
Rear Entrance Signs may not exceed 18 inches in width and 12 inches in height.
- iv. **Illumination Standards.**
 - I. Illuminated signs shall not cast light directly into the eyes of drivers or pedestrians; hide from view or distract from any traffic light or street sign; or 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.
- v. **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 be altered except to bring such signs into 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 of 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 of emailing a copy of the notice to the applicant at the address or email address shown on the permit application. If mailed or emailed, notice shall be deemed to have been given upon the date of mailing or emailing 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. The city shall deny permits to 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 (b), 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 20th DAY OF October 2021.

Cornell L. Harvey, Mayor

ATTEST: _____
Naomi D. Atkinson, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE CITY OF BRUNSWICK, GEORGIA
AND
GLYNN COUNTY, GEORGIA**

This Intergovernmental Agreement (hereinafter referred to as the “Agreement”), is made and entered into as of the _____ day of _____, 2021, by and between the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "City") and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the “County”).

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, in recognition of the importance of the trials in the cases of the State of Georgia v. Gregory McMichael, Travis McMichael and William R. Bryan (the “Trial”), the City of Brunswick and Glynn County jointly established a Unified Command as a centralized group comprised of delegates from local law enforcement and first responders agencies to help prepare for and manage the trial events; and

WHEREAS, the Trial is likely to impact both the City of Brunswick and the unincorporated area of Glynn County and may require additional assets than those presently budgeted for in the City and County budgets; and

WHEREAS, Unified Command prepared an estimated budget identify the costs related to the implementation of public health and safety plans in preparation for and operations (“Trial Costs”) during the Trial; and

WHEREAS, the City and County have determined that it is to the mutual advantage and benefit of each of the Parties to share the Trial Costs with the City responsible for twenty percent (20%) and the County responsible for eighty (80%);

WHEREAS, it is the desire of the signatories hereto to enter into this cost-sharing Agreement for the Trial Costs pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

Section 1. Purpose

This Agreement outlines a cost-sharing arrangement between the parties for the purpose of the paying for the Trial Costs identified herein.

Section 2. Term

The term of this Agreement shall be from the date last signed by the parties until 60 days following the final review and acceptance of all final invoices by the City and County.

Section 3. Responsibilities

The Unified Command will be tasked with identifying and contracting for any and all services, lodging, food or materials related to the Trial Costs and shall be responsible for managing said costs and invoices in a manner compliant with good accounting practices. The Unified Command shall submit copies of all receipts, invoices and/or spreadsheets to County and City in a manner that identifies the costs, the nature of the costs, the date the cost was incurred and whether any partial payment has been made.

Upon submission of the Trial Costs to the County and City, each Party shall be responsible for contributing the amount of money specified in Section 4, Cost Sharing. Each party shall also be responsible for coordinating information requests from the other party to this agreement in a timely manner.

Section 4. Cost Sharing

The Parties hereby agree to share the Trial Costs, with the County paying eighty-percent of the total costs and the City paying twenty percent of the total costs. A copy of Unified Command's estimated budget for the Trial, including the breakdown of estimated costs, is attached hereto as Exhibit "A."

All invoices for the Trial costs shall be directed to the County and City; provided, however, upon receiving an invoice, the County shall forward a copy of the invoice to the City for the payment of the City's portion of the invoice, along with certification by the County Manager that the invoice is accurate and correct and that the services for which payment is being requested in the invoice were rendered during the Trial event. The County shall be responsible for paying 80% of each invoice, and the City shall be responsible for paying 20% of each invoice. The City shall remit its portion of the invoice payment directly to County within ten (10) business days of receipt of a properly certified invoice

from County and County shall pay the invoice. Neither Party shall unreasonably withhold or delay payment of its portion of the invoice.

Section 5. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to City of Brunswick, Georgia:
City of Brunswick, Georgia
Attn: City Manager
City Hall
601 Gloucester Street
Brunswick, Georgia 31320

If to Glynn County, Georgia:
Glynn County, Georgia
Attn: County Manager
1725 Reynolds Street, Suite 302
Brunswick, Georgia 31520

Section 6. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to the subject matter hereof. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 7. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 8. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 9. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 10. Compliance with Law

The County and the City shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

Section 11. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 12. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Mediation

The County and the City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

IN WITNESS WHEREOF, Glynn County, Georgia, and City of Brunswick, Georgia, have caused this Agreement to be executed in their respective names and their respective official

seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

By: _____
Cornell L. Harvey, Mayor
City of Brunswick

Attest: _____
Naomi D. Atkinson, City Clerk

GLYNN COUNTY, GEORGIA:

(SEAL)

By: _____
Wayne Neal, Chairman
Glynn County Board of Commissioners

Attest: _____
Ronda Vakulich, Interim County Clerk