

CITY OF BRUNSWICK

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

Cosby H. Johnson, Mayor
Felicia M. Harris, Mayor Pro Tem
John A. Cason III, Commissioner
Julie T. Martin, Commissioner
Kendra L. Rolle, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

**BRUNSWICK CITY COMMISSION MEETING
WEDNESDAY, APRIL 6, 2022 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://cityofbrunswick-ga-gov.zoom.us/j/93729093568>

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. Adoption of the Regular Meeting Agenda for April 6, 2022.

INTRODUCTION

2. Chairman of the Southeast Georgia Health System Hospital Authority Roosevelt Harris, Jr. to Introduce Southeast Georgia Health System President and CEO, Scott Raynes. **(Encl. 1)**
3. Coastal Community Health Services Program Proposal. *(R. McDuffie/K. Chandler)* **(Encl. 2)**

NOMINATION(S)

4. Authority
 - I. Hospital Authority – Three Nominations

CONSENT AGENDA ITEM(S)

5. Consider Approval of March 16, 2022, Regular Scheduled Meeting Minutes. *(subject to any necessary changes.) (N. Atkinson)* **(Encl. 3)**

ITEM(S) TO CONSIDER FOR APPROVAL

6. Consider Approval of Financial Reports as of February 28, 2022. *(K. Mills)* **(Encl. 4)**
7. Consider Approval of Sanitation Resolution No. 2022-03 and Contract with Republic Services of Georgia, LP for Sanitation Collection Services, Including Garbage Collection, Recycling Collection, Yard Waste Collection and Bulk Pick-Ups. *(R. McDuffie)* **(Encl. 5)**

8. Consider Approval of First Responders Package. *(C. Johnson/R. McDuffie)*

CITY ATTORNEY'S ITEM(S)

9. Discussion of Proposed Ordinance No. 1074 ~ Short Term Rental Ordinance. **(Encl. 6)**

EXECUTIVE SESSION



Subject: Introduction of Southeast Georgia Health System President and CEO,
Scott Raynes

Brief summary of what you will address the Commission on:

As Chairman of the SEGHS Hospital Authority wanted to personally introduce Mr. Raynes to Brunswick Mayor and City Commissioners. While Mr. Raynes joined us at a time when most health systems across the country were struggling, trying to get their arms around the COVID Virus, the transition between he and retired outgoing CEO Mike Shernack was flawless. He had no choice but to hit the ground running. We had hoped that this introduction would have taken place earlier but here we are:

Roosevelt Harris, Jr.
3504 Darien Highway
Brunswick Georgia 31525

Meeting Date: April 06, 2022

Phone Number 912 577-9136



Office Hours
Monday 8 am – 7pm
Tuesday-Thursday 8 am – 5 pm
Friday 8 am – 2pm

SERVICES OFFERED

Coastal Community Health Services is a not-for-profit healthcare organization that offers a wide range of family practice primary healthcare services to meet your and your family's medical needs. **We accept private insurance, Medicaid, and Medicare. If you are uninsured, have high copays or deductibles, you may be eligible for our reduced-price program.** * Examples of our low-cost services include care and treatment for the following:

- Acute Illness
- Adolescent Health
- Arthritis and Joint Problems
- Asthma
- **Behavioral & Mental Health**
- Cholesterol/Lipid Management
- COPD
- Diabetes
- Electrocardiograms (EKGs)
- Family Planning & Contraceptives
- General Dental Care – Closed temporarily
- Healthcare Education
- Heart Disease
- Hypertension-High Blood Pressure
- **Immunizations – Brunswick Mall Location**
- Insurance & Benefits Counseling
- Menopause Care
- Minor Laceration Care
- Nebulizer Treatments
- **Pediatrics- Illness and Wellness**
- Physical Exams
- Prenatal Care
- Preventive Health
- School/Sports Physicals
- ***Vision Exam and Glasses - (Only \$10 per year, for those who qualify)**
- Wellness Exams
- Women's Health & OB/GYN
- X-Rays and Ultrasounds

BEHAVIORAL & MENTAL HEALTH COUNSELING SERVICES

Mental health & substance use disorder counseling for adults and adolescents experiencing:

- Anxiety
- Trauma
- Grief and Loss
- Low Self- Esteem
- Mood Disorders
- Relationship problems
- Difficult life adjustments
- Postpartum depression
- Post-Traumatic Stress Disorder
- Opioid & Alcohol Use Disorder

BE SURE TO ASK US ABOUT OUR LOW COST AND/OR FREE PRESCRIPTION DRUG

*The reduced priced eye exam program fees are calculated on household income.

*Examples of our low-cost services list is not inclusive of the services we offer.

*General Dental Office is closed temporarily.

106 Shopper's Way
Brunswick, GA 31525
O: 912-275-8028
F: 912 275-8113

2215 Bartow Street
Brunswick, GA 31520
O: 912.289.2006
F: 912289.2014

6574 Shellman Bluff Rd, NE
Shellman Bluff, GA 31331
O: 912.623.4755
F: 912.549.1040



COMMUNITY IMPACT REPORT

Coastal Community Health Services

2021

BOARD OF DIRECTORS

Adam Brown, Chair

Jennifer Duval,
Treasurer

George Stevens

Margaret Tuten

John Laws

Dr. Faye Mathis

Greg Jaudon

Esther Figueroa

Stephani e Krause-
Jones

Pamela Rogers

Honey Sparre

Lyn Ventimiglia-
Lobit

MESSAGE FROM THE CEO

2021 IN REVIEW

It is without question that our organization, like many others, experienced both challenges and successes in 2021. As we continue to battle the pandemic, our staff is easily identified as our greatest success and asset to our program. Every single member of our team, seasoned or new, rose to the occasion to ensure Coastal Community Health Services was able to provide the highest quality of health care in a compassionate and efficient manner to all. I am humbled and appreciative of the dedication and strength they have shown to all those we have served within county and surrounding areas.

Coastal Community Health Services, in conjunction with other health centers across the nation, just as in 2020, to provide its patients and the general population with testing and vaccinations based on guidelines outlined by the Centers for Disease Control and Prevention (CDC). We are proud to have administered over four (4) thousand vaccines throughout the communities we serve, while also continuing to offer primary medical care, including behavioral health, dental services, and access to affordable medication; thus adhering more than ever to our organization's mission of increasing access to care to ALL in need.

Thanks to our staff's hard work as well as with the assistance of American Rescue Plan funding, our workforce has grown by 28%. We have added needed clinical support as well as administrative staff, all geared toward full optimization of accessible care for our patients and the general public with the goal of making healthcare in the areas we service more equitable.

Our passion for what we do does not stay within our clinical walls. Our newly established Operation Wellness & Empowerment (OWE) program for the homeless is the newest testament of our organization's commitment to the community and to every person's health and wellbeing. Through this program, with the collaboration of other government and grassroots organizations, we will seek to ensure access to healthcare is available to some of the most vulnerable population(s) that are seeking to find stability both in their health and transition from a state of homelessness.

We are excited to be stepping into the new year (2022) with the hope that the pandemic will slowly retreat into manageable levels, thus allowing all of us, including you, to resume our normal lives. However, until then—**WE ARE HERE, WE REMAIN STRONG, AND WE ARE READY TO SERVE.**

Dr. Kavanaugh Chandler, CEO

2021 BY THE NUMBERS

TOP ACCOMPLISHMENTS:

- 6,726 patients
- 18,105 patient visits
- 139 veterans served
- 867 patients (12.9% of patients) were served in language other than English
- Administered 4,320 vaccines and vaccinated 2,325 individuals. Continued COVID-19 testing.
- Completed purchase of Ellis Clinic building in downtown Brunswick
- Expanded virtual visit access to medical and behavioral health

LOOKING AHEAD TO 2022 AND BEYOND

We are very excited to see what 2022 will bring to our organization. We are fully committed to continue to bring quality health care and continue to broaden and increase access to care the people and places with the fewest resources and greatest need.



Improving Access to Care

- **Opening Ellis Clinic** in downtown Brunswick (3rd Glynn County location), providing greatly increased access to care to the population with most need
- **Chronic Care Management & Patient Education** - expanded regular monitoring of the patient's chronic health conditions, training patient or caregiver and providing treatment or intervention when warranted
- **340B Program** - program expansion and adding of CVS and Jet's Pharmacy to our existing roster of contracted pharmacies (Golden Isles Pharmacy, Publix, Walmart, Winn-Dixie)
- **Behavioral Health and Substance Abuse Services** - expanding to all locations. MAT available.
- **Rural Areas: Opening Townsend Clinic** in McIntosh County (2nd location)
- **OWE** - develop homeless outreach program through continued close collaboration with local charitable organization and government authorities and use our Perry Park clinic for homeless health care access
- **In-House Pharmacy** - located Ellis Street clinic, serving patients at all locations. Delivery service program implementation. Continued expansion of PAP program to qualified patients.
- **Working closely** with community partners to promote available services to all segments of population within our service areas

COVID-19 RESPONSE

Testing

- PCR Testing
- Rapid Testing
- Antibody Testing

Vaccinations

- Pfizer
- J&J
- Moderna

In 2021, our staff administered 4,320 vaccines to 2,325 individuals on-site or using our mobile clinic.

OUR HEALTH CENTER CONTINUES TO PROUDLY PARTICIPATE

We are adapting to the new normal and we continue to be committed to the highest level of dedication to providing our patients with the safest and best possible healthcare, no matter challenges that may present. We are here for our patients & the community and we will be here for them every day and at every turn to help them manage their health during the pandemic and thereafter.



Our staff understands the importance of protecting themselves and patients during their visit to our facilities. While 100% our staff is vaccinated against COVID-19, we continue to require the use of personal protective equipment (PPE), our facilities undergo periodic anti-viral disinfecting surface treatment, we employed plexiglass and glass barriers to cut down on the spread of respiratory droplets to help minimize the risk of exposure to all.

Increasing Your Access to Health & Behavioral Care In Office or Virtual Visits Now Available!

A good life starts with good health!

Our Medical Services

Family Medicine Chronic Illness, Preventative Healthcare	Visit In Office or Virtually by TeleHealth	Behavioral & Mental Health Services Affordable Prescriptions
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To Make an Appointment Call Us...

106 Shoppers Way 912.275.8028	2211 Bartow Street 912.289.2006	6574 Shellman Bluff Rd 912.623.4755
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The pandemic has pushed out toward enhancing and expanding access to telehealth for various medical services, therefore making access to quality healthcare even more accessible. What is telehealth? It is the use of the electronic information and telecommunication technologies to provide care when your health provider or you are in separate locations - all you need is phone or a device with internet or data access).

In tandem with CDC recommendations and assistance from the federal government, our organization continues to play a crucial role in the community as we continue to expand our COVID-19 testing and vaccinations capabilities. Whether it be at our clinic or during outreach events, we are proud participate in the continued efforts to minimize the impact of the pandemic on our patients and general population.

2021 PATIENT DEMOGRAPHICS

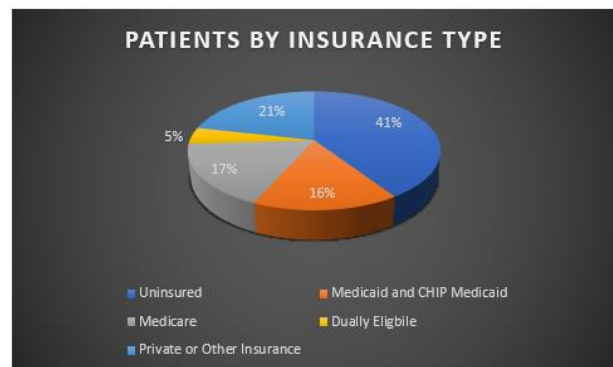
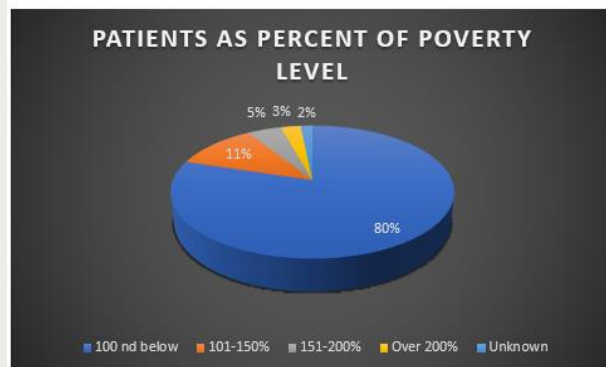
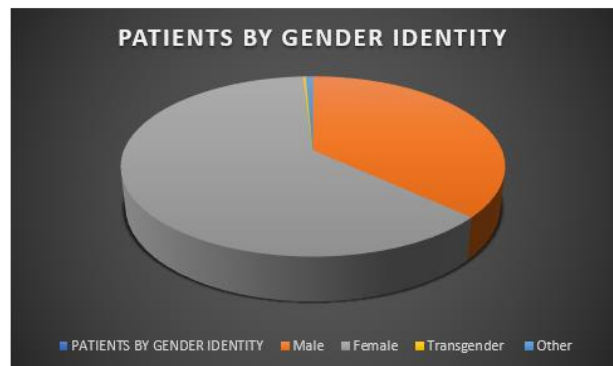
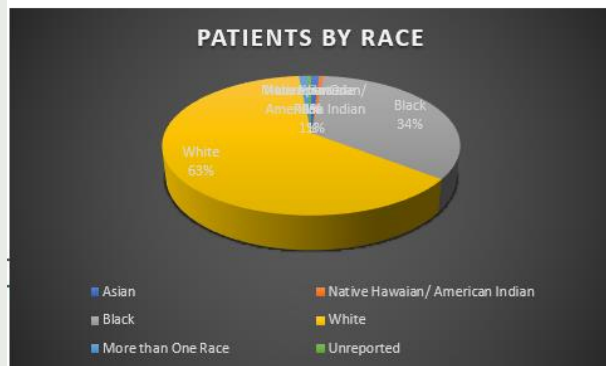
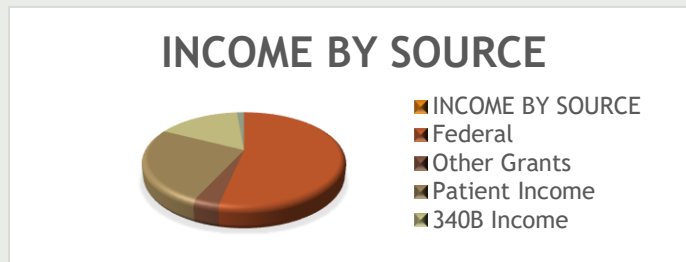
VISITS AND PATIENTS

	ALL AREAS		GLYNN COUNTY	
	VISITS	PATIENTS	VISITS	PATIENTS
2019	17,288	6,609	15,690	5,925
2020	17,560	6,636	15,267	5,861
2021	18,105	6,726	15,927	5,949

COVID-19 TESTING AND VACCINATIONS

	VACCINATIONS		TESTING	
	VACCINES	INDIVIDUALS	TESTS	INDIVIDUALS
2019	0	0	0	0
2020	0	0	4,785	4,072
2021	4,320	2,325	931	682

Income By Source:





February 14, 2022

Kavanaugh Chandler, MD MBA
Chief Executive Officer
106 Shoppers Way, Suite 114, Brunswick, GA 31525
Office: 912-574-5074 Cell: 912-689-9379
www.coastalchs.org
kchandler@coastalchs.org

Attention: City of Brunswick/ Glynn County

I am writing on behalf of Coastal Community Health Services (CCHS) in support of our program's request for financial support to help reduce the health disparities in the City of Brunswick and Glynn County as a whole. With CCHS opening a brand new state-of-the-art medical clinic in the heart of the city. I am confident that our program will play a significant part in reducing the barriers to health our communities are facing by increasing access to evidence-based interventions. Please review our Business Report (See Attachment A).

Our goal is to achieve health equity for all individuals, ages 5 and up, within the City & County. Currently we serve more than 4,000 patients in the City of Brunswick and we anticipate we will see many more with the addition of a pharmacy at the clinic and our ability to offer primary care and behavioral health services both in person and via telehealth (See Attachment B). Currently we are offering COVID-19 screenings, testing, and vaccinations across all clinical sites and intend to do the same at the Downtown Clinic. Equally we provide some free medicine through a Medication Assistance Program (MAP). Through this program and the assistance of the hospital assisting with the cost associated with personnel for this program, we are able to identify much need medication for patients who simply can not afford it.

The Downtown Clinic will partner with other organization within the county to provide wraparound services for all who utilize the clinic by providing primary healthcare, behavioral health services, access to discounted & free medication, assistance with housing, and assistance with applying for various social services to help individuals transition out of homelessness. Equally CCHS will utilize its medical mobile unit to treat homeless patients at various locations throughout the city. Based on the most recent number extracted, CCHS served 53 homeless patients in 2021, however with plans to taking a more active role in identifying those that are homeless and assisting them (filling out applications, transportation, etc) we anticipate seeing 10-12 homeless patients each month. Thus totaling 120 -144 patient patients each year. We feel this is more than an achievable goal, as we will be partnering with agencies such as Faitherworks/The Well, Saved by Grace, Open Hands, Safe Harbor, and many more.

While we battle the COVID-19 Pandemic today, we must also think of tomorrow. We must put measures in place to combat symptoms associated with "Long COVID" and focusing on preventive care that will contribute to the health and wellness of our residents.

Through our partnership, we believe we can help our neighbors have access to better health and a better life. Therefore CCHS would like to kindly request \$220,000 per year for 3 years towards personnel cost (See Attachment C).

Sincerely,

Kavanaugh Chandler, MD MBA
Chief Executive Officer

BUGET PROPOSAL

	Year 1	Year 2	year 2
Total Cost	\$ 544,198	\$ 494,405	\$ 494,405
County Proposed contribution	\$ 220,000	\$ 220,000	\$ 220,000
CCHS Contribution	\$ 324,198	\$ 274,405	\$ 274,405

Description Annual Amount

BUDGET SUMMARY	CCHS CONTRIBUTION,			CCHS CONTRIBUTION,			TOTAL BUDGET,			CCHS CONTRIBUTION,		
	BUDGET, YEAR 1	REQUEST, Year 1	Year 1	BUDGET, YEAR 2	REQUEST, Year 2	Year 2	Year 3	REQUEST, Year 3	Year 3	Year 3	REQUEST, Year 3	Year 3
			\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	
			\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Personnel												
Outreach Coordinator	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -
Front Desk Staff	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ 45,000	\$ 45,000
Pharmacist, Gross Wages	\$ 125,000	\$ 25,000	\$ 100,000	\$ 125,000	\$ 25,000	\$ 100,000	\$ 125,000	\$ 25,000	\$ 100,000	\$ 125,000	\$ 25,000	\$ 100,000
Pharmacy Technician	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ 45,000	\$ 45,000
Nurse Practitioner	\$ 110,000	\$ 110,000	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ 110,000	\$ 110,000	\$ -
Medical Assistant/ Nurse	\$ 45,000	\$ 40,000	\$ 5,000	\$ 45,000	\$ 40,000	\$ 5,000	\$ 45,000	\$ 40,000	\$ 5,000	\$ 45,000	\$ 40,000	\$ 5,000
Employer Payroll Taxes @ 7.65%	\$ 31,748	\$ -	\$ 31,748	\$ 28,305	\$ -	\$ 28,305	\$ 28,305	\$ -	\$ 28,305	\$ -	\$ 28,305	\$ 28,305
Health Insurance, Life, Dental, Vision Expense	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	\$ -	\$ 45,000	\$ -	\$ 45,000	\$ 45,000
Retirement Plan Benefit	\$ 12,450	\$ -	\$ 12,450	\$ 11,100	\$ -	\$ 11,100	\$ 11,100	\$ -	\$ 11,100	\$ -	\$ 11,100	\$ 11,100
Total Wages and Benefits	\$ 504,198	\$ 220,000	\$ 284,198	\$ 454,405	\$ 220,000	\$ 234,405	\$ 454,405	\$ 220,000	\$ 234,405	\$ 454,405	\$ 220,000	\$ 234,405
Supplies:												
PPE Supplies, \$500 per month	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	\$ 6,000
Medical Supplies	\$ 4,500	\$ -	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ -	\$ 4,500	\$ 4,500
Office and Computer Supplies	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	\$ -	\$ 2,400	\$ -	\$ 2,400	\$ 2,400
Cleaning and Hygiene Products	\$ 9,600	\$ -	\$ 9,600	\$ 9,600	\$ -	\$ 9,600	\$ 9,600	\$ -	\$ 9,600	\$ -	\$ 9,600	\$ 9,600
Pharmacy Supplies	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Community Garden Supplies	\$ 4,500	\$ -	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ 4,500	\$ -	\$ 4,500	\$ -	\$ 4,500	\$ 4,500
Flu Vaccines and test kits	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 8,000	\$ -	\$ 8,000	\$ 8,000
Total Supplies	\$ 40,000	\$ -	\$ 40,000	\$ 40,000	\$ -	\$ 40,000	\$ 40,000	\$ -	\$ 40,000	\$ -	\$ 40,000	\$ 40,000
Total Budget	\$ 544,198	\$ 220,000	\$ 324,198	\$ 494,405	\$ 220,000	\$ 274,405	\$ 494,405	\$ 220,000	\$ 274,405	\$ 494,405	\$ 220,000	\$ 274,405

OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION MEETING
WEDNESDAY, MARCH 16, 2022
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://cityofbrunswick-ga-gov.zoom.us/j/92561591973>

PRESENT: Honorable Mayor Cosby Johnson ~*via zoom*, Mayor Pro-Tem Felicia Harris
Commissioner John Cason III, Commissioner Julie Martin and
Commissioner Kendra Rolle

CALL TO ORDER: Mayor Pro Tem Harris - *meeting began at 6:00 p.m.*

INVOCATION: Reverend Rupert Rolle

PLEDGE OF ALLEGIANCE – Recited by all in attendance

PUBLIC COMMENT PERIOD

1. Robbie Tucker to address the Commission Regarding Code Enforcement.
Mr. Tucker asked the commission to revisit the four-car limitation rule for residential properties.
Mayor Pro Tem Harris thanked Mr. Tucker for his comments and stated staff will provide written documentation to him regarding his concerns.
2. Naomi Speakman, to address the Commission Regarding Naming a Park or Area in Park after her late husband Otheler Speakman.
Mayor Pro Tem Harris thanked Ms. Speakman and advised staff will be in touch regarding next steps.

PRESENTATION

3. Anita Collins, Board member of Coastal African American Historic Preservation Commission (CAAHPC) to give a Presentation regarding CAAHPC's Updated Strategic Plan.
Following update, questions, and responses; commission thanked Ms. Collins.

UPDATE

4. Executive Director Brunswick Downtown Development Authority Mathew Hill to give an update on the activities / statistics of the Main Street / Downtown Development Authority.
Following update, Commission thanked Director Hill.

APPOINTMENT(S)

5. Boards and Agency
 - I. Glynn County Board of Health - One Appointment (*Mayoral Appointment*)
Mayor Johnson appointed himself to the above-subject board.
 - II. Urban Redevelopment Agency – One Appointment (*Mayoral Appointment*)
Mayor Johnson appointed Andrew Smith to the above-subject agency.
 - III. Tree Board – One Appointment

Commissioner Martin made a motion to appoint Susan Johnston to the above-referenced board filling the unexpired term of Joanna Lee; seconded by Commissioner Cason. Motion passed unanimously by a vote of 5 to 0.

CONSENT AGENDA ITEM(S)

6. Consider Approval of March 2, 2022, Regular Scheduled Meeting Minutes. *(subject to any necessary changes.) (N. Atkinson)*

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

ITEM(S) TO CONSIDER FOR APPROVAL

7. Consider Approval of Approval of Contract with Republic Services of Georgia, LP for Sanitation Collection Services, Including Garbage Collection, Recycling Collection, Yard Waste Collection and Bulk Pick-Ups. *(R. McDuffie / G. Alberson)*

City Manager McDuffie requested that the above-referenced item be discussed only and considered for approval at the April 6, 2022 commission meeting.

**

Mayor Johnson briefly discussed a potential First Responders package.

**

EXECUTIVE SESSION

There was not an executive session held during this meeting.

Commissioner Cason made a motion to adjourn; seconded by Commissioner Martin. Motion passed unanimously by a vote of 5 to 0.

MEETING ADJOURNED – *meeting adjourned at 7:17 p.m.*

/s/Cosby H. Johnson
Cosby H. Johnson, Mayor

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



INTEROFFICE MEMORANDUM

DATE: March 24, 2022

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

FROM: Kathy D. Mills, CPA, Finance Director

SUBJECT: Financial Reports as of February 28, 2022 66.67%

**General Fund
28-Feb-22
Cash Basis**

	Monthly	Year to Date	% of Budget	Amended Budget	% (over)under Budget
Revenues	2,239,974	14,498,021	83.49%	17,365,507	-16.82%
Expenditures	1,561,969	8,319,227	47.91%	17,365,507	18.76%
Net Revenues & Expenditures	678,005	6,178,794			

Cash Balance as of 02/28/2022	9,312,392	Primesouth	
	300,276	Perry Park (included in total)	

	LOST	LOST YTD	TAVT*	TAVT* YTD
Feb-22	602,770	5,574,852	18,966	242,954
Feb-21	511,739	4,881,612	27,424	238,292
Increase (Decrease)	91,031	693,240	(8,458)	4,662
	17.79%	14.20%	-30.84%	1.96%

*Title Ad Valorem Tax

Capital Projects - SPLOST VI
As of February 28, 2022
(04/01/2017-09/30/2020)

	Total Expended as of 02/28/2022	Reimbursements Received	City Expended as of 02/28/2022	Original Budget Amount	Amended Budget Amount	Remainder (Overage)
Highways and Streets	6,862,086	2,668,385 *	4,193,701	4,627,750	4,627,750	434,049
Sidewalk Replacement/Upgrades	562,776	50,000 ****	512,776	432,500	482,500	(30,276)
Storm Drainage Improvements	2,853,949	234,593 **	2,619,356	3,243,750	4,551,750	1,932,394
Mary Ross Park Development	550,750	0	550,750	821,750	821,750	271,000
Highway 17 Infrastructure	139,015	43,000 *****	96,015	215,107	215,107	119,092
Wayfindings & Gateways	0	0	0	259,500	259,500	259,500
Trails	383,271	107,971 ***	275,300	346,000	346,000	70,700
Cemetery Restoration/Renovation	97,572	0	97,572	259,500	259,500	161,928
Brunswick Police Department Vehicles (15)	466,021	0	466,021	540,625	540,625	74,604
Brunswick Fire Department Fire/Rescue	65,222	0	65,222	64,875	65,222	0
Subscriber Radios for E911	469,009	0	469,009	431,357	431,357	(37,652)
Fire Department Pumper Trucks (2)	849,778	0	849,778	562,183	849,778	0
Fire Station 1 Improvements	413,971	0	413,971	346,000	346,000	(67,971)
Historic Squares	124,132	0	124,132	86,500	86,500	(37,632)
Park Rehabilitation (Palmetto, Orange, etal)	301,036	0	301,036	389,225	389,225	88,189
Sidney Lanier Park Improvements	280,113	0	280,113	519,000	519,000	238,887
Overlook Park Improvements	139,104	0	139,104	103,800	103,800	(35,304)
Howard Coffin Park Improvements	483,364	3,000 *****	480,364	431,357	431,357	(49,007)
Roosevelt Harris Center Improvements	191,668	0	191,668	151,375	191,668	0
	15,232,837	3,106,949	12,125,888	13,832,154	15,518,389	3,392,501

* \$256,772 from DOT & \$2,411,613 from JWSC

** \$234,593 from Glynn County

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

**** \$50,000 from DOT

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

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

***** \$328,234 paid back to General Fund

TOTAL CASH ON HAND \$3,824,425
Unallocated Funds:
 Overage in Collections
 GA DCA Aviation Fuel Tax
 Interest Earned

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

Actual collections through 02/28/2022	15,726,838
Collections in excess of budgeted	\$1,894,684
Paid back to GF	(328,234)
Allocated to Stormwater Improvements	(1,308,000)
Allocated to Sidewalk Replacement & Upgrades	(50,000)
Unallocated overage in Collections	208,450 (1)

SPLOST V

Cash Primesouth @ 02/28/2022

1,361,338

*(Funds reallocated for purchase of Fire Department Ladder Truck)***Norwich Street Commons Fund**

Original Balance (Sale of Property 05/13/13)

YTD

0

487,500

Demolition Fees

0

8,049

Interest Income

1,275

18,513

Revenues

1,275

514,062

YTD

Expenditures

f/y/e 6/30/2022

Total since inception

Demolition Projects

0

40,012

Infrastructure

0

130,546

Police Substation

0

6,750

Expenditures

0

177,308

Net as of February 28, 2022

1,275

336,754

Cash Primesouth @ 02/28/2022

\$

336,754

Roosevelt Harris - Multipurpose Center

\$

YTD

f/y/e 6/30/2022

Cash Basis

421,257

Total Budget:

Revenue FYTD

Grants

117,585

Transfer from General Fund

80,000

Program Income

23,193

Contributions

11,130

Interest Income

111

Percent of Budget

Total Inflows

\$

232,019

55.08%

Expenditures FYTD

244,007

57.92%

Net

\$

(11,988)

Cash Balance @ 02/28/2022

\$

15,829

ARPA Fund:

Initial Deposit received 06/07/2021

4,606,131

Interest Earned from inception

27,941

Total funds available @ 02/28/2022

4,634,072

Disbursements:

Back to Business Brunswick--DDA

47,434

Back to Business Brunswick-non DDA

15,000

Total funds expended as of 02/28/2022

62,434

Remaining funds available @ 02/28/2022

4,571,638

Sanitation Fund:

Year Ending 06/30/2022

	Year to Date
Sanitation Billing	1,834,095
Franchise Fees	35,751
Bad Debt - recovery	450
Interest Earned (Funds)	3,040
Penalties & Interest Earned	3,230
DNR Reimbursements	-
Transfer in for T Street Landfill	-
Total Revenue (YTD)	1,876,566
Operating Exp. YTD:	1,020,788
Depreciation YTD	-
Bad Debt - write off	-
Other Landfill Expenses	14,074
Payment to T Street Landfill Site Cleanup	-
Total Expense (YTD)	1,034,862
Operating Income (Loss)	841,704
Cash Balance Primesouth	690,216
Cash Balance GA Fund One	1,729
Total Cash on Hand @ 02/28/2022	691,945
Primesouth Restricted for Landfill	193,799

Sanitation Bills		
	February 2022	YTD
Trash Pickup	132,051	1,023,572
Illegal Refuse Clean Up	9,364	54,532
Street Sweeping	4,025	33,619
	145,440	1,111,723

STORMWATER UTILITY FUND:

	6/30/2022 (YEAR TO DATE)
Stormwater Utility Fees	918,083
Interest Earned	2,343
Penalties & Interest	1,756
Total Inflows	922,182
Operating Expenditures	620,484
Total Outflows	656,034
Net	266,148

Cash Balance @ 02/28/2022

\$761,060

ADDITIONAL INFORMATION-FOR THE MONTH OF February 2022

	February 2022	YTD
Animal Control Expenses	0	0
Traffic Control Expenses	0	0
Recreation Dept. Expenses (facilities managed by County)		
Building	0	0
Aquatics	0	0
Equipment	0	0
Subsidized Fees	3,326 *	3,326

*5 Flag Football, 18 Soccer, 59 Tackle Football, 7 Cheerleading



Roosevelt Lawrence Center

Account	Account Description	Feb-22 Transactions	YTD 06/30/2022 Transactions
Function 6130 - Neighborhood & Community Service			
51			
51-1100	Salaries & Wages	5,139.55	48,545.94
51-1200	Temporary Employees	.00	3,226.50
51-1300	Overtime	237.44	2,897.32
51-2100	Group Insurance	970.00	3,880.00
51-2200	FICA	403.86	3,609.00
51-2300	Medicare	.00	484.65
51-2400	Pension	.00	.00
51 - Totals		\$6,750.85	\$62,643.41
52			
52-1100	Official / Administrative	.00	16.19
52-1250	Contractual Expense	.00	877.50
52-2210	Repair / Maint Building	88.00	2,658.00
52-2211	Repair / Maint Equipment	.00	2,560.95
52-2300	Rentals	88.00	463.56
52-3201	Cable	156.89	1,673.92
52-3205	Telephone	456.21	596.22
52-3500	Travel & Training	.00	.00
52-3600	Dues and Fees	31.99	318.71
52 - Totals		\$821.09	\$9,165.05
53			
53-1110	Office Supplies	.00	12.50
53-1115	Uniforms	.00	.00
53-1135	Custodial Supplies	.00	137.45
53-1210	Water/Sewerage	173.28	1,212.96
53-1230	Electricity	2,340.24	10,696.13
53-1270	Gasoline/Diesel	.00	.00
53-1300	Food/Misc	.00	71.95
53-1600	Small Equipment	.00	738.00
53-1700	Other Supplies	.00	1,012.23
53 - Totals		\$2,513.52	\$13,881.22
54			
54-2300	Furniture and Fixtures	.00	249.80
54 - Totals		\$0.00	\$249.80
Function 6130 - Neighborhood & Community Service Totals		\$10,085.46	\$85,939.48



SUBJECT: SANITATION RATE RESOLUTION

COMMISSION ACTION REQUESTED ON: April 6, 2022

PURPOSE:

Approval of Resolution 22-03 to establish the rates for sanitation collection services, including garbage collection, recycling collection, yard waste collection and bulk pick-ups for January 1, 2023 through December 31, 2023.

HISTORY:

The City provides waste collection services for all residential and commercial properties within the city limits. Since 2013, the service has been provided by contractors. The City charges property owners for this service, and the City pays the sanitation contractor according to the terms of the established agreement. The cost to the property owners is included on the annual property tax statements. Services provided through the sanitation contract include collection of household garbage, collection of recyclable materials, and collection of yard debris. Each property is also allowed one scheduled pick-up of bulk items per month.

FACTS AND ISSUES:

The City is prepared to enter an agreement with Republic Services of Georgia, LP to provide sanitation collection services including:

- Weekly collection of household garbage
- Bi-weekly collection of recyclable goods
- Weekly collection of yard debris
- Scheduled pick-up of bulk goods (one pick-up per month, 12 annually)

The rates for the initial term of this agreement are as follows:

Residential service (garbage, recycling, yard, bulk)	\$306.00
Commercial service (garbage, yard, bulk)	\$402.00
Commercial Recycling Add-on	\$153.00
Additional Carts for Garbage	
Residential	\$90.00
Commercial	\$126.00
Backdoor service	No Charge

These costs will be billed to the property owners on the annual property tax statements. The property tax statement issued in 2022 will include costs of sanitation collection for January 1, 2023 through December 31, 2023.

BUDGET INFORMATION:

The revenue collected from property owners will be placed in a designated account and used to pay Republic Services as invoices are received.

OPTIONS:

1. Authorize the Mayor to sign Resolution 22-03 to establish the sanitation collection rates for the term of January 1, 2023, through December 31, 2023.
2. Do not authorize the Mayor to sign Resolution 22-03 to establish the sanitation collection rates for the term of January 1, 2023, through December 31, 2023.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

1. Authorize the Mayor to sign Resolution 22-02 to establish the sanitation collection rates for the term of January 1, 2023, through December 31, 2023.

DEPARTMENT: Engineering & Public Works

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

1. Authorize the Mayor to sign Resolution 22-03 to establish the sanitation collection rates for the term of January 1, 2023, through December 31, 2023.

Regina McDuffie

City Manager

03/29/2022

Date

RESOLUTION NO. 2022-03

**SOLID WASTE SERVICE FEE RESOLUTION
CITY OF BRUNSWICK, GEORGIA**

IT IS HEREBY RESOLVED by the City Commission of the City of Brunswick, a Georgia Municipal Corporation, that the Fees for City solid waste collection/disposal services for residential and commercial customers are as follows:

<u>Residential</u> (one cart-including garbage, yard trash and recycling)	\$25.50 per month	\$306.00 annual
--	--------------------------	------------------------

<u>Commercial</u> (one cart-including garbage and yard trash)	\$33.50 per month	\$402.00 annual
--	--------------------------	------------------------

<u>Commercial-Recycling add on</u> (one cart)	\$12.75 per month	\$153.00 annual
--	--------------------------	------------------------

Additional cart for garbage
(charged an additional service charge)

Residential -	\$7.50 per month	\$90.00 annual
Commercial -	\$10.50 per month	\$126.00 annual

IT IS FUTHUR RESOLVED that payment of the 2023 Residential Sanitation Service Fees be billed for an annual period (January 1st through December 31st), under the guidelines of the City of Brunswick Code of Ordinances, through the City of Brunswick Tax Collections Office as an assessment on the 2022 Tax bill.

SO RESOLVED this 6th day of April 2022 upon motion duly made and seconded by the Mayor and Commissioners of the City of Brunswick.

Cosby H. Johnson, Mayor

Attest: _____
Naomi D. Atkinson, City Clerk



SUBJECT: SANITATION CONTRACT – REPUBLIC SERVICES OF GEORGIA, LP

COMMISSION ACTION REQUESTED ON: April 6, 2022

PURPOSE:

Approval of a contract with Republic Services of Georgia, LP for sanitation collection services, including garbage collection, recycling collection, yard waste collection and bulk pick-ups.

HISTORY:

The City provides waste collection services for all residential and commercial properties within the city limits. Since 2013, the service has been provided by contractors. Waste Management held the initial contract for the service through 2017, and Republic Services has held the contract from 2017 through the present time. The current Republic contract has been extended one year beyond the initial contract term but is scheduled to end March 31, 2022.

Services provided through the sanitation contract include collection of household garbage, collection of recyclable materials, and collection of yard debris. Each property is also allowed one scheduled pick-up of bulk items per month. The cost of this waste collection service is billed on the annual property tax statement for the majority of property owners in the city, but there are a few who are billed on a quarterly or monthly basis.

FACTS AND ISSUES:

City staff prepared and advertised a Request for Proposals for sanitation collection services. Responses were received from two vendors – Republic Services of Georgia and Waste Pro. The proposals were evaluated by a team of staff members from the Public Works department, Purchasing office, and the City Manager. The proposal from Republic Services received the higher score. The evaluation team then began discussions with Republic to finalize the terms of the agreement.

The proposed agreement includes the following services for each property within the city:

- Weekly collection of household garbage
- Bi-weekly collection of recyclable goods
- Weekly collection of yard debris
- Scheduled pick-up of bulk goods (one pick-up per month, 12 annually)

The proposed annual cost of the services for each property owner is as follows:

Residential service (garbage, recycling, yard, bulk)	\$306.00
Commercial service (garbage, yard, bulk)	\$402.00
Commercial Recycling Add-on	\$153.00
Additional Carts for Garbage	
Residential	\$90.00
Commercial	\$126.00
Backdoor service	No Charge

This cost will be an annual increase of \$40 over the current rates for residential service. These rates will be included on the tax bill which will be mailed in October 2022. The fees will cover services provided January 1 through December 31, 2023. The new rates will be set through a resolution approved by the City Commission, and discussed in a separate agenda item.

Educational material will be prepared and distributed to all property owners within the City prior to implementation of the contract. The material is intended to remind residents of items such as allowable recycling materials (glass will not be allowed), proper placement of collection carts, and acceptable yard waste piles. Contamination of the recycling stream is a problematic issue for the contractors, and significant efforts will be made to keep household garbage out of the recycling stream. If a residence is found to be placing household garbage in the recycling cart on more than two occasions, that recycling cart will be removed and replaced with a second garbage can.

Republic will also accept glass for recycling, bulk items, and construction debris at their facilities on Young Lane and on Habersham Street.

BUDGET INFORMATION:

The cost of this contract will be billed by Republic Services on a monthly basis at the rates provided.

OPTIONS:

1. Authorize the Mayor to sign an agreement with Republic Services of Georgia for sanitation collection services in the City of Brunswick.
 2. Do not authorize the Mayor to sign an agreement with Republic Services of Georgia for sanitation collection services in the City of Brunswick.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with Republic Services of Georgia for sanitation collection services in the City of Brunswick.

DEPARTMENT: Engineering & Public Works

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an agreement with Republic Services of Georgia for sanitation collection services in the City of Brunswick.

Regina McDuffie

City Manager

03/29/2022

Date

Important Tax Billing Information

Your Garbage Rate will change with the upcoming 2023 Billing Cycle.

Fees for City solid waste collection/disposal services for residential and commercial customers are as follows:

<u>Residential</u> (one cart-including garbage, yard trash and recycling)	\$25.50 per month	\$306.00 annual
--	--------------------------	------------------------

<u>Commercial</u> (one cart-including garbage and yard trash)	\$33.50 per month	\$402.00 annual
--	--------------------------	------------------------

<u>Commercial–Recycling add on</u> (one cart)	\$12.75 per month	\$153.00 annual
--	--------------------------	------------------------

Additional cart for garbage
(charged an additional service charge)

Residential -	\$ 7.50 per month	\$ 90.00 annual
Commercial -	\$10.50 per month	\$126.00 annual

The payment of the 2023 Residential Sanitation Service Fees will be billed for an annual period (January 1st through December 31st), under the guidelines of the City of Brunswick Code of Ordinances, through the City of Brunswick Tax Collections Office as an assessment on the 2022 Tax bill.

“A Cleaner Brunswick Campaign”

The City of Brunswick is renewing its contract with Republic Services for the collection of household waste, yard trash, recyclables, and bulk waste. The City’s goal is to promote cleanliness throughout the community and work to ensure that the waste services are provided at the highest level. The City, Republic Services and the residents all have responsibilities in this endeavor.

The City’s Responsibility:

Provide excellent customer service and adequate information to our customers.

Support the administration and operation of waste collection services.

Ensure that the contractor meets its obligations as put forth in the service agreement.

Republic Services Responsibility:

Pick up every container on the scheduled routes,
Pick up yard waste weekly, ensuring that the waste is not left risking contamination,
Pick up recyclables bi-weekly,
Pick up bulk waste on regular garbage pick-up days per call-in by residents,
Ensure the containers and/or carts are properly maintained and/or replaced as needed.

Brunswick Residents Responsibility:

Call Customer Service at (912) 267-5512 or visit our website for information,
Place trash containers properly at the curb on their respective pick-up day,
Ensure that yard waste is properly placed in the appropriate size and manner,
Ensure that recyclables are properly disposed in the recycling container,
Call in to (912) 267-3703 for Bulk Waste pick-up, up to twelve (12) times per year.

REMINDERS!

Only Place Household Garbage in the cart marked:



Only Place Accepted Recyclables in the cart marked:



What's Changed?

The garbage fee charged on the annual tax bill will change with the 2023 tax billing cycle. The annual rate will increase by \$40.00.

The cost of adding an additional chart will decrease to only \$7.50 per month or \$90.00 annually.

Recycling carts will be removed if contamination is detected more than twice.

Every resident will be given twelve (12) Bulk Waste pickups per year (you must call in to receive this service).

Call (912) 267-3703 for Bulk Waste Pick Up

What's stayed the Same?

Your day for Garbage pickup will remain the same

Your day for Recycling pickup will remain the same

Yard waste will be picked up weekly, the requirements are the same

Requirements for Bulk Waste are the same

Call (912) 267-5512 for Customer Service and more information

Let's Talk Recycling!!

Recycling is important to Everyone.

Recycling will reduce the amount of waste disposed of in local and regional landfills and save natural resources.

Please follow Recycling guidelines.

Please only place accepted recyclables in the Recycling cart.

Do not place household garbage in the Recycling cart.

Household Garbage contaminates the recyclables.

Recycling carts will be removed if contamination is detected more than twice.

Do your part, Help save the planet.

Let's all work together for A Cleaner Brunswick!

What Has Changed?

The garbage fee charged on the annual tax bill has increased by \$40 for the 2023 tax billing cycle. There is now a discounted rate for an additional garbage can. Recycling carts will be removed if tagged more than 2x for contamination and may be fined. Every resident who is up to date on their taxes is allotted 12 Bulk pickups per year.

What has stayed the same?

Your scheduled pickup day has remained the same for Garbage, Recycling and yard waste pickups.

All Services need a 3-foot clearance for pickup of Cans, Yard Waste and Bulk Pick-ups. CALL for Bulk Pick-up service at (912) 267 3703.

City of Brunswick

601 Gloucester street, Brunswick Ga 31520

[Recipient Name]
[Address]
[City, ST ZIP Code]

City of Brunswick

In Partnership with
Republic Services





Curbside Garbage

The City of Brunswick has contracted Republic Services to provide Curbside garbage collection to the residents in the city limits.

The annual fee of \$306.00 is included on the property tax bill. This fee covers 1 garbage cart for weekly household garbage, 1 recycle cart for bi-weekly pick up, weekly yard waste removal and 12 Bulk pick-ups per year, to cover miscellaneous goods and white goods. If you currently do not have curbside pickup, please contact customer service to set up an account at (912) 267 5512.

Additional Services

- Extra Carts
- Backdoor Service

Recycling

Please recycle only the items below.

PLASTICS

Recycle plastics #1 thru #7. Look on the bottom of containers for a number inside the recycling arrows.

METAL CANS, ALUMINUM FOIL, ALUMINUM FOIL PANS

Recycle all food and beverage metal cans - steel, tin, bi-metal and aluminum.

CARDBOARD, NEWSPAPER AND MAGAZINES

You can also include newspaper inserts, catalogs, paperback books, phone books & brochures.

PAPER FOOD CONTAINERS

Recycle food boxes including juice boxes, egg, ice cream & milk cartons, and cereal & pasta boxes. NO PIZZA BOXES.

PAPER

Recycle envelopes, office paper, junk mail, greeting cards & file folders. Shredded paper should be put in a paper bag.

Other Helpful Hints: Yard waste is taken to a compost facility and cannot contain trash or miscellaneous debris. If it is mixed with other debris, it will not be picked up. Yard waste limbs cannot be longer than 4 feet or more than 4 inches in diameter. Leaves and limbs may be placed together at the curb, in front of the paying property. Community piles at cul de sacs and empty lots are not the responsibility of Republic Services.

Bulk Waste consists of white goods, furniture or excess miscellaneous debris that should be bagged or boxed. Items should be placed at curb after scheduling pickup, by calling 267 3703.

Drop Off Locations

The following items are accepted at Republic Services Drop Off Locations.

Located at 550 Young Lane & 5052 Habersham Street
Monday – Friday
8am - 4pm.

White Goods/Bulky Items
Construction Debris
Glass Recycling

Cost starts at \$35 per truck load, depending on weight.

Items that are not accepted at drop off locations or as Bulk Pickups include:

- Paint
- Tires
- Hazardous Materials
- Car Batteries
- Dead Animals

Contact Us

City of Brunswick
601 Gloucester street
Brunswick, Ga 31520

912 267 3703
bgravley@cityofbrunswick-ga.gov

Visit us on the Web:
www.brunswickga.gov

**CONTRACT FOR SERVICES
BY AND BETWEEN
THE CITY OF BRUNSWICK, GEORGIA
AND
REPUBLIC SERVICES OF GEORGIA, LIMITED PARTNERSHIP**

THIS CONTRACT (the “Contract”), made and entered into by and between the City of Brunswick, Georgia (the “City”), and Republic Services of Georgia, LP, a Delaware corporation qualified to do and actually doing business in the State of Georgia (called “Contractor”), and WHEREAS, at their April 6, 2022, meeting, the Mayor and Board of Commissioners of the City of Brunswick awarded the Solid Waste Collection and Recycling Services bid for the hereinafter referred to as the Project (2021 Solid Waste collection RFP) and;

WITNESSED, THAT in consideration of the covenants and agreements contained in this Contract, to be performed by the parties and of the payments agreed to be made, the parties agree as follows:

ARTICLE I. GENERAL

1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **SOLID WASTE COLLECTION AND RECYCLING SERVICES**, in strict conformity with all sections of the Request for Proposal (2021 Solid Waste collection RFP), except as identified herein, whose program services together with the Contractor’s Bid, the Request for Proposal, Instructions to Bidders, General Conditions, Representations, this Contract, and all exhibits hereto annexed, shall form essential parts of this Contract as if fully contained herein.
2. The Contractor agrees to commence the project included in this Contract on a date to be specified in a written Notice to Proceed.
3. In addition to the Contract Documents listed in paragraph 1 above, the Contract shall consist of the following:
 - a. This Contract
 - b. Exhibit A – Insurance Requirements
 - c. Exhibit B – Vendor Affidavit and Agreement
 - d. Exhibit C – Drug Free Workplace Certificate
 - e. Exhibit D – Fee Schedule
 - f. Exhibit E – General Specifications
4. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
5. Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor’s workers, City personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that complies with applicable federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

6. Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in Glynn County, Georgia.
7. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non convenes or any similar basis.
8. Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)
9. Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The City shall consider Contractor the sole point of contact with regard to contractual matters. Sub-contracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the City.
10. Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in the City of Brunswick as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.
11. To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each Bid for public improvements projects submitted to the City for consideration.
12. No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the City.
13. A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement. Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.
14. The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.
15. No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

16. This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.
17. The Contractor and the City, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

ARTICLE II. SCOPE OF SERVICES

1. Task 001 Service Requirements

Contractor will collect all properly prepared Waste Materials from each Residential Unit subscribing to collection services on the designated collection day. Collection will typically occur at the curb; however the Contractor will provide backdoor collection services at no additional cost for those customers that can provide documentation that they have a current medical condition that prevents them from placing the garbage in the designated area.

The Contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 7:00 a.m. and 7:00 p.m. contractors **MUST** adhere to the designated collection times and must be completed in a sanitary manner. The Contractor's employees will immediately pick up Waste Materials spilled by the contractor. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the contractor shall be so contained, tied, covered or enclosed such that leaking, spilling or blowing are prevented.

The Contractor will maintain City facility (dumpsters), administrative buildings and multifamily recycling collection sites in the same physical condition as before implementing their collection program. Contractor will perform a physical audit of all applicable addresses annually to ensure proper requisitioning of charges and billing to the City'.

2. Suspension of Curbside Collection

Curbside collection service may be suspended due to extreme weather or declared emergencies issued by either federal, state or local agencies with proper authority such as GEMA (Georgia Emergency Management Agency). The Contractor will stop all work when so directed by the City during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, the Contractor will perform collection on the next regular collection day.

Pickup days will not be reduced by holidays but may be combined with proper notice to the customers. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day. The City must approve any schedule changes in advance, and the Contractor

must submit any proposed changes in writing thirty (30) days in advance so that proper approval can be granted. The following is a list of anticipated holidays:

- New Year's Day
- Thanksgiving Day
- Christmas Day

3. Collection Equipment

The Contractor will keep all equipment in safe operating condition and in proper repair in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the contractor, the vehicle identification number and contractor's telephone number printed on each side in letters not less than nine (9) inches in height.

No advertising will be permitted on vehicles of any type, and all vehicles will be secure and prevent leakage of any fluids or littering of materials collected. All vehicles used for collection of household garbage/trash will have a fully enclosed metal top. All loading doors and cab doors must be closed before a vehicle is placed in motion, and vehicles will not be overloaded as to scatter refuse, but if for any reason refuse is scattered, it is the responsibility of the Contractor to immediately pickup scattered matter. If a vehicle has a malfunction that causes fluids to leak or spew from the vehicle (i.e. oil, hydraulic fluid, coolant, etc.) on City rights of way will be required to immediately stop operation, clean up the fluid with either a compound or sand to soak up the leakage and place the resulting matter in the truck. A replacement truck must be called, or repair of the vehicle must be completed prior to proceeding with the scheduled route. All spills or leaks must be immediately reported to the Contract Technical Representative and the resulting report shall include the following information:

- The address where the leak/spill occurred. (Area ID number is acceptable if GPS tracking is used.)
- Time and date that the spill occurred.
- Type of spill/leak.
- Detailed description of what caused the leak/spill.

When in the opinion of the Contractor, the damaged area is cleaned; the Contractor will contact the Contract Technical Representative who will be responsible for approving that the cleanup was satisfactory and acceptable.

Vehicles are to be washed and maintained in a clean and sanitary condition and be visually presentable when on collection routes. Vehicles are not to disturb or impede vehicular or pedestrian traffic and are not to be left standing on streets or alleys unattended, except as made necessary by loading operations.

The Contractor shall utilize PDV Connect or another tracking technology agreeable to the Parties, to track trash cans and carts and assist with route generation and completion as well as handling of complaints. The Contractor shall utilize such technology to track the efficiency and effectiveness of the collection efforts and track can and cart location.

The Contractor will promptly repair any damage to any City property, road, right of way, bridge, or highway caused by the Contractor except through normal wear and tear. Such repair will restore the City property, road, right of way, bridge, or highway to a condition at least equal to that which existed immediately prior to damage infliction.

The collection containers and carts are and will remain the property of the Contractor, and the Contractor will replace any lost or damaged containers without charge to the City or the customer being served except where the customer is known to have willfully removed or damaged a container or cart. In such incidences that the customer willfully damaged or removed a cart then the customer shall be subject to be charged a fee to repair or replace the container or cart. The charges for replacement of items such as lids and wheels will be part of the technical proposal. Also, the Contractor should have or plan to have at least 1% of the total amount of containers (after each customer has received one) on hand to serve as replacements for damaged or lost containers. Lost, damaged, or stolen containers should be replaced within 48 hours of Contractor receiving notification.

4. Missed Collections and Complaint Handling

If a collection from a subscribing address is missed, the City will notify the Contractor who will return to collect the Waste Material. Any missed collection will be handled within 24 hours of notification or during the next scheduled work shift, whichever is sooner. **The Contractor will be assessed a fine of \$25.00 for each missed collection that has not been rectified no later than the next business day of receipt of notice of the missed collection.** The Contractor should note and document via photo and/or tracking technology, any container that is not located in the designated pickup area after a complaint has been lodged.

In the case of complaints regarding collection service or any related activities, the Contractor will upon being notified of the complaint either in writing or by phone, resolve the complaint with the subscribing household and/or City personnel submitting the complaint. The Contractor will work cooperatively with the subscribing households and/or City to resolve the complaint in a timely manner.

The Contractor will be accessible to the citizens who wish to register a complaint through local telephone service. The Contractor will provide prompt handling of complaints from the City or its citizens by maintaining a physical office and office staff that can receive record, report and handle complaints. Such staff will be available during regular business hours, Monday through Friday, and the Contractor must provide message service during weekends, holidays, and after hours. The Contractor will ensure that its employees serve the public in a professional courteous manner at all times even when handling customer complaints.

The Contractor is expected to maintain a log of every complaint lodged against them and report them to the City at least weekly. A monthly report should be submitted to the City that must contain detail of the complaint lodged to include, time, day, date and nature of the complaint as well as the resolution or plans on how to resolve the issue. The monthly report should be received within ten (10) days of the end of the month. It is the expectation of the City that 98% of all missed collection complaints be satisfactorily handled within 24 hours of receiving the complaint.

5. Payment to Contractor

The City will be responsible for billing its customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis according to the terms and conditions of the agreement resulting from this proposal.

6. Public Education

The Contractor will provide public education materials (English & Spanish) about Waste Materials collection on a not less than semi-annual basis. The educational materials will include, but not be limited to detail of acceptable Recyclable Materials, collection schedules, Yard Waste specifications, locations for collections, recycling subscription process, and all other information deemed pertinent to the proper collection and disposal of Solid Waste, Yard Waste, as well as Recyclable Materials.

Public Education and Community Outreach Programs will be developed and implemented in partnership with the City and the Contractor and other appropriate parties including, but not limited to the local Keep Golden Isles Beautiful and Georgia Recycling Coalition partners. The Contractor will incorporate marketing/education campaign that will include, but not limited to household flyers, newspaper ads, social media, etc. The public education program will include information on recycling and waste reduction programs and goals. To ensure message consistency, all materials must be pre-approved by the City as well as any revisions to pre-approved materials. Contractor will be solely responsible for coordinating, producing, and disseminating the information regarding the service.

7. Personnel

The Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name, address and telephone numbers of such person(s) to the City.

8. Statement of Work

All Garbage and Rubbish collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. Contractor will perform the work as outlined in this RFP in a competent, qualified, diligent and efficient manner. The pickup and removal of Excluded Waste is not included in this service.

(a) Reporting

Before disposal, all Garbage and Refuse collected from waste generators in the City will be weighed and recorded. The Contractor will provide the City with a monthly tonnage report that is to be delivered to the City's designated representative within ten days of the end of the month for which the data was collected. The Contractor will maintain for a period of five (5) years, copies of weight tickets which are to be made available for City inspection.

The Contractor will be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis. Failure to submit reports within the mandated timeframe will result in a fine of fifty dollars (\$50.00) for each report not submitted.

(b) Ad Hoc Reports

Ad Hoc Reports should be submitted to the City upon request, and the reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each collection service (refuse, recycling, and yard trimmings).

- A. Complaints/Resolution summary.
- B. Daily route sheet with attached disposal site weight ticket.
- C. Recycling participation.
- D. Route operational data form.
- E. Vehicle identification number.
- F. Daily staffing summary (including substitutions).
- G. Landfill tickets.
- H. Disposed tonnage of refuse and recyclables, itemized on a per-day basis.

(c) Monthly Reports

Monthly reports must be submitted to the City by the tenth (10th) day of the month following the end of the previous month for which the data was collected and shall include the following information:

- A. A cover letter that abstracts the report and highlights major accomplishments, problems trends and other pertinent information for the associated month;
- B. Complaints/resolution summary for the associated month;
- C. Daily route sheet with attached disposal site weight ticket for the associated month;
- D. Recycling station participation for the associated month;
- E. Tonnage summary for the associated month.

(d) Annual Report

The obligation to submit an annual report shall survive the termination or expiration of the contract. The City may withhold payment of balances due the service provider at the end of the contract until such final report is received and accepted by the City. The annual report should be submitted to the City no later than thirty (30) days following every twelve (12) month period of the contract and shall include a compilation of the monthly reports for the associated year.

9. Carts

The Contractor will offer all Residential Units in the city a choice of a 95-gallon lidded, wheeled trash container/cart and a 95-gallon recycling collection cart. The carts will be at no cost to the City or customer and will be wholly owned by or leased to the Contractor. All

equipment will bear the name of the Contractor, be repaired and/or replaced as needed to have uniformity between waste carts and distinction from recycling carts and will be maintained by the Contractor and will remain in good repair and functioning properly. The Contractor will provide containers to each household within thirty (30) days of receiving notice of the contract award.

(a) Regular Service Provision

The Contractor will be required to pick up on a weekly basis, all Garbage and Rubbish generated at the subscribing household, provided same is placed in an approved collection container.

Any materials set out for collection that are not in an approved container will be left at the curb along with instructional materials educating the customer about the City's solid waste plan and recycling program. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and the customers in writing, ten days prior to the effective date.

(b) Bulky Waste

The Contractor must make available curbside collection of white goods, brown goods, and Bulky Waste on an as called basis from the requesting customer. Each customer shall be eligible to receive twelve (12) pickups of Bulky Waste per calendar year at no cost to the customer. If a customer requires additional pickups, the Contractor shall assess charge and collect an appropriate fee for the service directly from the customer.

10. Task 002 Collection of Yard Trimmings

The Contractor will be required to pick up all Yard Waste generated at the customer's household from the curb, provided the materials are set out based on the City's Solid Waste Management Ordinance. The Contractor will collect Yard Waste from each subscribing household at once a week. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. Yard Waste shall be kept separate from Solid Waste and Recyclables by Residential Producers. All vehicles used for collection of Yard Waste will be either covered or secured so as to prevent trimmings from being scattered or spilled.

All Yard Waste collected must be managed according to state approved standards, and the Contractor shall be pre-approved by the contract designated representative throughout the duration of the contract and any extensions. Yard Waste should be made available for reuse by delivery to a composting or mulching facility. The Contractor shall collect all Yard Waste such as tree limbs not larger than four (4) inches in diameter or longer than five (4) feet in length. Tree trunks larger than four (4) inches in diameter will not be collected.

In the event of Yard Waste set-out at a unit in the contract area does not meet the specifications above; the Contractor will leave a clearly explanatory printed or written notice for the customer and notify the City within eight (8) working hours.

The Contractor shall collect all properly prepared “natural” Christmas trees for collection after January 1 of each contract year for proper disposal.

Reporting

Before processing the Yard Waste collected from within the City, the contractor will weigh and record the amount of materials collected. The contractor will provide the City with a monthly tonnage report of Yard Waste. The report shall be given to the City’s designated contract representative within ten (10) days of the month end for which the data was collected. The Contractor will maintain for a period of five (5) years, copies of weight tickets which are to be made available for City inspection, failure to provide documentation within the mandated time frame will result in the Contractor being assessed a fee of twenty-five (\$25.00) dollars per occurrence.

11. Task 003 Collection of Recyclables

The Contractor shall collect the following Recyclable Materials, every other week, via dedicated 95-gallon collection cart using a single stream methodology:

- Aluminum cans
- Steel cans
- One through seven plastic bottles and containers
- All grades of paper including but not limited to newspaper, junk mail, magazines, and corrugated cardboard

Materials shall be sorted at a predetermined sorting facility and appropriately recycled following all federal, state and local recycling regulations regarding recycling. Recyclable Materials shall be collected curbside at least bi-weekly on the same day curbside waste is collected from each customer. Vehicles designated for recycling will be identified as recycling vehicles and will be either covered or secured so as to prevent recyclables from being scattered or spilled.

Recyclable Materials will be kept separate from Garbage and Rubbish by customers and stored in a 95-gallon wheeled cart provided by the Contractor. The container should be distinguishable by size, color or some other high visible method, labeled as a recycling container so that it is easily identified as recyclables for curbside collection by the Contractor. All Recyclable Materials collected by the Contractor will be jointly owned by the City and the Contractor. The Contractor shall deliver the collected Recyclable Materials to a recycling processing center.

(a) Reporting

Before processing the Recyclable Materials collected within the City, the Contractor will weigh and record the amount of Recyclable Materials collected. The Contractor will provide the City with a monthly tonnage report as well as the number of participating households where recycling was collected no less than 50% of the scheduled pickups. The report shall be given to the City’s designated Contract Representative within ten days of the month end for which the data was collected. The

Contractor will maintain, for a period of five years, copies of weight tickets which are to be made available for City inspection.

(b) Processing Facilities

All Recyclable Materials must be recycled at an approved recycling facility; ownership of the Recyclable Materials shall become the property of the processor mutually agreed to by the City and the Contractor throughout the duration of the contract and any extensions.

The Contractor is prohibited from collecting separated Recyclable Materials from a household and mixing them with Garbage and Rubbish unless the City grants prior written approval. The Contractor is prohibited from disposing of Recyclable Materials in any landfill. The City reserves the right to make necessary and reasonable changes, revisions, additions or deletions to the designated types of Recyclable Materials collected.

Contractor will not collect non-recyclable materials that are placed into the 95 gallon recycling cart provided for recycling. In the event that it is clear that non-recyclable materials are placed in the container, the Contractor will leave the materials in the container along with instructional materials educating the customer about the Recyclable Materials accepted in the City recycling program and how to prepare those materials. Recycling carts may be removed if contamination is detected two or more times; additional garbage cart may be placed at the resident in place of recycling container upon request at no additional cost to City or resident.

The proposal will also include a service option for centralized or individualized recycling cart containers to service multifamily complexes.

12. Task 004 Backdoor Services

This task is an optional service that may be chosen by non-handicapped residential subscribers. The Contractor will provide backdoor Waste Materials pickup for those non-handicapped subscribers of this service at the agreed fee. This fee will be in addition to the fee of TASK 001 and will be collected by the Contractor and will not be the responsibility of the City.

Backdoor service will be provided for medically certified handicapped individuals free of charge, provided no other able-bodied person resides in the household and provided that the backdoor service has been determined to be a medical necessity by a licensed physician and approved by the City.

Contractor's employees servicing backdoor collection will be required to follow regular walk patterns for pedestrians while on private property. Employees will take care not to damage property, shrubs, and other plantings. Employees will not be required to expose themselves to danger by vicious animals in order to accomplish collection.

13. Task 005 City Facilities

The Contractor will provide for the collection of Waste Materials at all City owned parks and buildings including but not limited to the following areas:

- Mary Ross Park (City Waterfront)
- Howard Coffin Park
- Overlook Park
- All city squares, parks, and green spaces located within the City limits
- City of Brunswick Public Works Facilities located at 525 Lakewood Avenue and 204 Old Jesup Road.

Recycling Containers in City Facilities

The Contractor will provide containers that must be clearly labeled to receive single stream Recyclable Materials. Containers must be maintained in good working condition and must be covered to prevent windblown litter and access by birds or animals. Labeling should be replaced or repainted at least annually or more often if needed to maintain legibility. The Contractor will also supply the City with an adequate amount of recycling containers for all of the properties owned or controlled by the City.

14. Task 006 Drop Off Centers (Optional)

Contractor has a drop center which it will make available for use by the commercial customers in the City.

15. Task 007 Special Solid Waste Collection Projects

The City wishes to sponsor community cleanup events in conjunction with Keep Golden Isles Beautiful as well as City sponsored events. Contractor will be responsible for providing collection assistance, collection containers, and disposal services for the following:

- Christmas Tree Recycling Campaign – Collection assistance at the drop off centers as well as disposal.
- E-waste Recycling Event – Televisions, audio/visual equipment, computers, monitors, etc.
- Other Special Events as may be held from time to time and as agreed upon in advance by the parties.

IN WITNESS HEREOF, the parties have entered into this Contract as of the date first written above.

CITY OF BRUNSWICK, GEORGIA:

By: _____
Cosby H. Johnson, Mayor

ATTEST:

By: _____
Naomi D. Atkinson, City Clerk

REPUBLIC SERVICES OF GEORGIA, LP:

By: _____

Title: _____

ATTEST:

By: _____
Title: _____

EXHIBIT A
INSURANCE REQUIREMENTS

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Contractor shall furnish City with a certificate of insurance to evidence the coverage herein. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City (excluding workers' compensation); (ii) shall show City as an additional insured under the Automobile and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

EXHIBIT B
VENDOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with The City of Brunswick has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with The City of Brunswick will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Brunswick, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by The City of Brunswick. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to The City of Brunswick at the time the subcontractor(s) is retained to perform such service.

EEV Number

Authorized Officer or Agent (Contractor Name)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS).

EXHIBIT C
DRUG FREE WORK PLACE CERTIFICATION

In order to have a drug- free workplace, a business shall:

Publish a statement notifying employees that the unlawful, manufacture, distribution, dispensing, possession, or use of controlled substances is prohibited in the workplace and specifying the actions that shall be taken against employees for violation of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

As a condition of working on the commodities or contractual services then under Proposal, the employee shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such in available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Title

Date

EXHIBIT D
CONTRACTOR'S PROPOSAL/PRICING

Residential MSW, Backdoor Service, Yard Waste, Bulk:	\$17.24 per unit per month
Residential Recycling:	\$ 4.75 per unit per month
Residential Additional Cart:	\$5.52 per unit per month
Commercial MSW, Yard Waste:	\$25.00 per unit per month
Commercial Recycling:	\$4.75 per unit per month
Commercial Additional Cart:	\$7.50 per unit per month
City Facilities:	
City Dumpster:	\$3.10/ yard (rate x container size x services per week x 4.33)
95 Gallon Cart:	\$10.65 per unit per month
Illegal Dumping	\$83.00 each

EXHIBIT E
GENERAL SPECIFICATIONS

1. **SCOPE OF WORK**

1.1 **General**. The work under this Contract shall consist of all the supervision, materials, equipment, labor and all other items necessary to collect and dispose of the Waste Material from all Residential Units and other specified locations in accordance with the Contract Documents.

1.2 **Work Not Covered By Contract**. The work under this Contract does not include:

- a. the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations;
- b. the collection or disposal of Excluded Waste materials;
- c. the collection or processing of Waste Materials and/or Recyclable Materials from Large Commercial and Industrial Units.

1.3 **Additional Work Separately Contracted at Contractor's Election with Commercial and Industrial Units**. Contractor may provide waste materials and/or recyclables collection services for Large Commercial and Industrial Units according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

1.4 **Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities**. Contractor may provide any other waste collection and disposal services and/or recyclable services to Residential Units and Municipal Facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customers and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

2. **COLLECTION OPERATIONS – GENERAL PROVISIONS**

2.1 **Point of Contact**. All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.

2.2 **Litter or Spillage**. The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any Waste Material that has not been placed in approved containers or in a manner herein provided. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

3. **BASIS OF PRICES AND METHOD OF PAYMENT**

3.1 **Waste Materials Collection and Disposal Rates**.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Waste Material from all Residential Units and Municipal Facilities shall be as shown on Exhibit D, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract.

(b) Small Commercial Facilities. The prices to be paid by the City for the collection and disposal of Waste Material from small commercial facilities shall be as shown on Exhibit D, as adjusted in accordance with this Agreement, and shall be computed based upon the actual services provided by Contractor to such small commercial facilities during each month of this Contract. Contractor's invoice shall itemize each of those locations by name and total invoice amount.

3.2 Recyclable Materials Collection and Disposal Rates.

(a) Residential Units and Municipal Facilities. The prices to be paid by the City for the collection and disposal of Recyclable Materials from all Residential Units and Municipal Facilities shall be as shown on Exhibit D, as adjusted in accordance with this Agreement, and shall be computed based upon the actual number of Residential Units and specific Municipal Facilities to which Contractor provided such services during each month of this Contract.

(b) Disposal Costs. If any Recycled Material commodity collected by Contractor hereunder becomes no longer marketable or is contaminated and not accepted at the recycling facility and must therefore be disposed of at a Disposal Site, the City shall pay any such disposal cost to the Contractor and shall eliminate that commodity from the Recyclables Materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for Recyclable Material.

(c) No Other Costs. Except as provided expressly herein, the charges for Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

3.3 Modification to Rates. Guaranteed fixed 3% price increase on all rates each anniversary of the contract.

3.4 City to Act as Collector. The City shall submit statements to and collect from all Residential Units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

3.5 Delinquent and Closed Accounts. The Contractor shall discontinue Waste Material collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Waste Material collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

3.6 Contractor Billings to City. The Contractor shall bill the City for Waste Material and Recyclable Material collection and disposal services within ten (10) days following the end of the month and, the City shall pay the within thirty (30) days. The contractor will submit an application for

payment (invoice) for services rendered during the preceding calendar month. The invoice shall be submitted to the following address:

City of Brunswick
Accounts Payable
P.O. Box 550
Brunswick, Georgia 31520

Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents. The Contractor shall be entitled to payment for service rendered irrespective of whether or not City collects from the customer for such service. For payments not made by the City on or before their due date, Contractor shall receive interest on the balance due with the interest being 1% per month not to exceed three months (3%). In the event the City withholds payment of a portion or whole of an invoice and it is later determined that a portion or all of such withheld amount is owed to Contractor, such amount shall be subject to interest as provided herein from the original due date until paid by City.

3.7 Audit. The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

3.8 House Count. The Contractor and the City shall, at a minimum conduct an annual house count for purposes of insuring that all Residential units are accounted for and that payment and billing reflect the proper house count figures.

4. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject.

5. NON-DISCRIMINATION

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6. RISK ALLOCATION

6.1 Contractor. Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.

7. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

8. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

9. EXCLUSIVE CONTRACT

The Contractor shall have an exclusive franchise, license and privilege to provide Waste Material and Recyclable Material collection and disposal services within the corporate limits for and on behalf of the City to the designated Residential Units and Municipal Facilities covered by this Agreement.

10. TITLE; EXCLUDED WASTE

10.1 Title. Title to Waste Materials and Recyclable Materials shall pass to the Contractor when placed in Contractor's collection vehicle. Title to and liability for any Excluded Waste shall at no time pass to Contractor.

10.2 Excluded Waste. If Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire Bin, Container, Bag or Bundle of waste. In such situations, Contractor shall contact the City and the City shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event any Excluded Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Contractor in connection with such Excluded Waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.

11. TERM AND TERMINATION OF CONTRACT

11.1 Term. The term of this Agreement is for three (5) years (“Initial Term”). Following the Initial Term, the parties may, upon mutual agreement, extend for up to two (2) additional one-year terms.

11.2 Termination. The Contract between the Contractor and the City can be terminated based on any of the following reasons:

- a. Either party electing, in writing not to exercise any of the one-year extension periods.
- b. Failure of the Contractor to perform based on the Contractor’s bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the Contractor.
- c. After the Initial Term, either party shall have the right to voluntarily terminate this agreement at any time upon sixty (60) days written advance notice to the other party of its intention to terminate. All correspondence of this nature will be forwarded by certified or registered mail.
- d. Event of Default. Either party may terminate this Contract upon an Event of Default by the other party. Termination will be effective upon at least 30 days prior written notice to the other party. An Event of Default is a party's failure to substantially cure a material breach within 10 days after the receipt of written notice of the alleged breach given by the other party; provided, however, that if the breach cannot be substantially cured within such 10 day period, an Event of Default shall not occur if cure is commenced within such 10 day period and for as long thereafter as a cure is diligently pursued.
- e. Termination for Nonpayment. Notwithstanding the foregoing, and solely with respect to the City’s default in payment, Contractor may suspend Services and/or terminate this Contract after 10 days written notice and demand for payment.
- f. Any termination of the Contract shall not affect any right of either party then existing or which may thereafter occur. Any retention of payment of monies by the City due the successful service provider will not release the successful service provider from compliance with the contract documents.

11.3 Transition Services.

Upon termination or expiration of the Contract, Contractor will cooperate with the City to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Contract, the City may require Contractor to perform and, if so required, Contractor will perform certain transition services necessary to shift the support work of the Contractor to another provider or to the City itself as described in this RFP, and the City will pay for such service at the rates set forth in this agreement. Transition services may include but not be limited to the following:

- a. Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the services.

- b. Notifying all affected Contractors and sub-contractors of Contractor.

12. CONTRACTOR'S PROPERTY

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City and its residents shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment.

13. NEWLY DEVELOPED AREAS

Contractor will, within thirty (30) days of notification to the City provide Waste Material and Recyclable Material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain Residential Units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

14. LIQUIDATED DAMAGES.

(a) The City reserves the right to monitor the performance of the Contractor's duties, including the routes and collections made, customer reports, trips to disposal facilities and other destinations, as well as the content of individual loads or portions of loads disposed of and the Contractor's records at any time, in order to ensure the Contractor is not disposing of material outside the terms of the contract. Materials disposed that are not in accordance with the terms of the contract shall be considered a default condition. Accordingly, Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- i. Contractor must physically remove the improperly disposed of materials within four (4) hours of notification by the City.
- ii. Liquidated damages in the amount of five thousand dollars (\$5,000.00) for the first occurrence of improperly disposed of material.
- iii. For each subsequent occurrence at any non-designated location, during the contract term, one thousand dollars (\$1,000.00) will be added to the previous amount paid (second occurrence will equal six thousand (\$6,000.00), third occurrence would equal seven thousand (\$7,000.00), etc.
- iv. The fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages.
- v. Failure by the Contractor to physically remove the improperly disposed of materials within four (4) hours of notification by the City will be considered an additional occurrence and shall be treated accordingly

(b) In addition to the fines levied in Section 4. of the Contract, excessive missed collections may be considered a default condition, and accordingly the Contractor agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- i. The Contractor will have eight (8) working hours to pick up the missed collection.
- ii. If the Contractor fails to meet the eight (8) working hour cure period, liquidated damages in the amount of two hundred dollars (\$200.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period and

- iii. Starting with the eleventh (11th) missed cure collection in any thirty (30) day period, liquidated damages in the amount of four hundred (\$400.00) per occurrence.

(c) The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay of the services. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages which the City can document as being attributable to the above referenced failures, including but not limited to the cost of internal staff hours or amounts paid to third parties as a result of such problem or delay.

15. MISCELLANEOUS TERMS

15.1 Affiliates. Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performance of all such services and obligations in accordance with this Contract.

15.2 Confidentiality. Contractor shall have no confidentiality obligation with respect to any Waste Materials or Recyclable Materials collected pursuant to this Contract.

15.3 Intellectual Property. No intellectual property (IP) rights in any of Contractor's IP are granted to City under this Contract.

ORDINANCE 10__

AN ORDINANCE TO ADD CHAPTER 27, TITLED SHORT-TERM RENTAL ORDINANCE; TO PROVIDE FOR A PURPOSE; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR TAXATION; TO PROVIDE STANDARDS OF OPERATIONS; TO PROVIDE FOR AN APPLICATION PROCESS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR DUE PROCESS; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

The commission of the City of Brunswick hereby ordains that the Code of Ordinances of the City of Brunswick be and it is hereby amended as follows:

SECTION ONE:

Sec. 27-1 Short Title.

This Chapter shall be known and may be cited as the "Short-Term Rental Ordinance of the City of Brunswick".

Sec. 27-2 Purpose.

It is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large; to facilitate and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the city's neighborhoods.

This Chapter is not intended to regulate hotels, motels, inns, hospitals, or non-vacation type rental arrangements.

Sec. 27-3 Definitions.

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural number.

- (a) *Accommodation Excise Tax* means the excise tax (also known as the "Lodging Tax") imposed and collected by the City pursuant to O.C.G.A §§ 48-13-50 through 48-13-63 and the City of Brunswick Ordinance Sections 20-26 through 20-36 for the furnishing for value to the public of any rooms, lodgings, or accommodations in the City.

- (b) *Accommodation Excise Tax Certificate or Certificate* means the document issued by the City to the property owner or the Managing Agency or Managing Agent of a Short-Term Rental under this Ordinance containing an official Short-Term Rental Accommodation Excise Tax number for the purpose of verifying and enforcing compliance with the accommodation excise tax requirements of the City of Brunswick Code of Ordinances, as well the other provisions of this Ordinance pertaining to the operation of a Short-Term Rental for transient occupants.
- (c) *Advertisement or Advertising* means the listing or marketing of any real property as a Short-Term Rental through any print, outdoor, digital, broadcast, or other advertising medium, such as magazines, brochures, newsletters, banners, signs, social media platforms, apps on a smartphone, electronic or online marketplaces or booking platforms, marketplace facilitators, websites, internet, computer or other electronic devices, television, or radio.
- (d) *Board of Commissioners or Board* means the City of Brunswick Board of Commissioners.
- (e) *Commercial Event* means an event or gathering of people, or the marketing or advertising thereof, where a fee is charged in exchange for allowing an event or gathering on the property.
- (f) *City* means the City of Brunswick, Georgia.
- (g) *Dwelling Unit or Unit* means one or more rooms, designed, occupied or intended for occupancy as separate, complete living quarters with permanent cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of one or more persons.
- (h) *Local Point of Contact or Point of Contact* means a person located in Glynn County who is at least 21 years of age and who, using reasonably prudent business practices, is responsible for ensuring that all occupants and/or guests of the Short-Term Rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject Short-Term Rental and for responding to questions or concerns from occupants, guests, and the City regarding the operation of the Short-Term Rental.
- (i) *Managing Agency or Managing Agent* means a person, firm, agency, or company with a valid city occupation tax certificate that manages one or more Short-Term Rentals under a management agreement on behalf of the owner of the Short-Term Rental property.
- (j) *Maximum Occupancy Rate* means no more than two persons per bedroom, plus two additional persons. A bedroom is a room or space within the Short-Term Rental furnished with one or more beds and that is customarily used and intended primarily for sleeping. Children under 12 years of age shall not be included in

determining the maximum occupancy of a Short-Term Rental, but in no event shall occupancy exceed 15 persons total, including children, unless a variance from such total is requested and received from the City allowing a proportional increase for Dwelling Units with six or more bedrooms.

- (k) *Owner* or *Owners* means a person that holds legal title to private property.
- (l) *Owner Occupied Property* refers to real property which contains one or more dwelling unit(s) where the principal dwelling unit must be occupied by the property owner and constitute his/her primary and usual place of residence. The dwelling units must share the tax parcel ID number assigned by the Glynn County Board of Assessors. Proof of owner-occupancy requires proof of a valid homestead exemption submitted with the application for a short-term vacation rental certificate. In lieu of homestead exemption, a sworn affidavit and supporting documentation establishing proof of residency must be submitted by the applicant stating that the primary dwelling unit is the legal residence and domicile of the resident. Proof of residency is required in the form of two of the following: 1) a valid Georgia Driver's License or Georgia Identification Card; 2) registration for vehicles owned by and registered in the name of the applicant; 3) Glynn County Voter's Registration Card or 4) Previous year's W-2 Form or Internal Revenue Service Tax Return.
- (m) *Party* means one or more persons who, as a single group, rent a Short-Term Rental pursuant to a single reservation and payment.
- (n) *Person* means an individual, firm, partnership, corporation, association, company, agency, syndicate, estate, trust, business trust, receiver, fiduciary or any combination acting as a unit, body politic, or political subdivision whether public, private or quasi-public.
- (o) *Property* means a legal lot of record on which any Dwelling Unit(s) is being operated or offered as a Short-Term Rental.
- (p) *Short-Term Rental* means an accommodation for transient occupants or guests where, in exchange for compensation of any type or amount, a residential Dwelling Unit, or a portion thereof, is provided for lodging for a period of time not to exceed 30 consecutive days.
- (q) *Short Term Rental Cap* means the limit on the number of non-owner occupied allowed in either the North Ward or South Ward of the City limits. The Wards recognized in this chapter shall be the same as the Wards identified and defined in Section 2.11.
- (r) Any term used in this Ordinance that is also used in the zoning ordinance of the City of Brunswick shall have the same meaning as defined in the zoning ordinance, unless otherwise specifically defined in this section.

Sec. 27-4 Accommodation Excise Tax Certificate.

- (a) No Dwelling Unit, or any portion thereof, shall be used, operated, rented, offered, or advertised as a Short-Term Rental within the City of Brunswick, unless the Owner of the Dwelling Unit applies for and possesses a valid and current Accommodation Excise Tax Certificate issued by the City of Brunswick in accordance with this Ordinance.
- (b) It shall be unlawful and a violation of this Ordinance for any person or property owner to use, operate, rent, offer, or advertise a Short-Term Rental within the city limits of the City of Brunswick without a valid and current Accommodation Excise Tax Certificate issued by the City of Brunswick under this Ordinance, or to operate a Short-Term Rental contrary to the procedures and regulations established in this Ordinance, other provisions of this Code, or any applicable state law.
- (c) An Accommodation Excise Tax Certificate shall only be issued to a person with an ownership interest in the Short-Term Rental or to a Managing Agency or Agent that manages the Short-Term Rental or Renters of real property who have obtained explicit written permission from the owner of the property.
- (d) No certificate issued under this chapter may be transferred or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.
- (e) When a transfer of property title occurs for a parcel with a pre-existing certificate(s), a new application from the transferee/grantee shall not be denied on the grounds that the issuance of a certificate will exceed the pre-ward maximum cap limitation if the transferee/grantee applies for a new short-term vacation rental certificate(s) within six months from the date of title transfer.

Sec. 27-5 Short-Term Rental Standards.

Short-Term Rentals, as defined in Section 27-3, shall be subject to the following general requirements in addition to the zoning district regulations for the zoning district in which the Short-Term Rental is located:

- (a) Short-Term Rentals shall meet all applicable building, health, fire, and related safety codes at all times. Each Short-Term Rental shall also have:
 - 1. Working smoke and carbon monoxide detectors in every bedroom and on all habitable floors;
 - 2. A properly maintained and charged fire extinguisher in each Short-Term Rental Dwelling Unit; and

3. A solid waste collection (trash) service that removes waste at least once a week. All solid waste (trash) must be contained in secured containers when outside of the residence. Trash and refuse shall not be left or stored on the exterior of the property unless it is placed in a curbside container. The curbside container shall not be placed on the curb awaiting trash service pick up any sooner than 24 hours prior to the pickup day and must be removed no later than 24 hours after trash service pickup.
- (b) No exterior signage shall be permitted except in accordance with the regulations for the district in which the Short-Term Rental is located.
- (c) Short-Term Rentals shall not be operated outdoors or in a non-habitable structure.
- (d) Parking shall be provided in accordance with any existing or future parking ordinances of the City or district in which the Short-Term Rental is located.
- (e) Only one party of guests shall be permitted per Dwelling Unit.
- (f) For parcels of land that are not owner-occupied as defined herein, the short-term vacation rental use is limited to no more than 30% of residential parcels within the ward where the property is located. The North and South Ward of the City of Brunswick is defined in Section 2.11 of the City Code of Ordinances.
- (g) There shall be no change in the exterior appearance of the dwelling and premises, or other visible evidence of the conduct of a short-term vacation rental.

Sec. 27-6 Parking.

- (a) Each Short-Term Rental shall designate the maximum number of cars allowed on-site and, where applicable, instructions for off-site parking for cars exceeding the maximum allowed on-site.
- (b) Parking spaces within the grounds of the Short-Term Rental must be clearly identified for guests use whether by signage or via instructions left with the guests.
- (c) The property owner shall provide guests with parking instructions prior to arrival.
- (d) Exceeding the maximum number of vehicles allowed on-site of a Short-Term Rental is a violation of this Ordinance.

Sec. 27-7 Operation.

- (a) Occupancy of a Short-Term Rental between the hours of 11:00 p.m. and 6:00 a.m. shall not exceed the maximum occupancy rate, as defined in Section 27-3. No person operating or occupying a Short-Term Rental shall violate or exceed, or allow another to exceed, the maximum occupancy rate.

- (b) A short-term rental shall not be used for hosting any commercial events.
- (c) The Accommodation Excise Tax Certificate holder shall keep on file with the City at all times the name, cell phone number, and email address of a valid Local Point of Contact who shall use reasonably prudent business practices to ensure that all occupants and/or guests of the Short-Term Rental comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental, as well as for responding to questions or concerns from occupants, guests, and the City regarding the operation of the Short-Term Rental. The Local Point of Contact may, but does not necessarily need to be, the property owner or representative of a Managing Agency or Agent.
- (d) An owner may change the Local Point of Contact temporarily or permanently; however there shall only be one such agent for a property at any given time. To change the designated Contact, the owner shall notify the City in writing of the new Contact's identity, together with all information regarding such person as required by the applicable provisions of this chapter.
- (e) The Local Point of Contact shall be available 24 hours a day to accept telephone calls and respond to complaints regarding the condition, operation, or conduct of a Short-Term Rental, including the behavior and conduct of the occupants and/or guests thereof. When the Short-Term Rental is rented and occupied, the Local Point of Contact must be available to respond to complaints in person at the Short-Term Rental within a reasonable time period, not to exceed two hours after notification of the complaint.
- (f) Failure of the Local Point of Contact to respond to calls or complaints in a timely and appropriate manner shall be a violation of this Ordinance. However, it is not intended that any property owner, Local Point of Contact, and/or Certificate holder act as a peace officer or place himself or herself in an at-risk situation.
- (g) A valid Short-Term Rental Accommodation Excise Tax Certificate shall be posted in a conspicuous location inside the main entrance of the Short-Term Rental on or adjacent to the front door. In addition to the Accommodation Excise Tax Certificate, a clearly visible and legible notice containing the following information shall be conspicuously posted within the Short-Term Rental on or adjacent to the front door sign:
 - 1. The name of the Local Point of Contact and an email address and telephone number at which the Local Point of Contact may be reached on a 24-hour, seven days a week, basis. The notice must be updated within seven days of any change of the Local Point of Contact and/or such person's telephone number;
 - 2. The name and address of the nearest hospital;

3. The maximum number of overnight occupants (maximum occupancy rate) permitted in the Short-Term Rental and a statement notifying the occupants that failure to conform to the occupancy requirements of the Short-Term Rental is a violation of this Ordinance;
 4. The maximum number of vehicles allowed to be parked on the property and a statement notifying the occupants that exceeding the maximum number of vehicles allowed on-site is a violation of this Ordinance;
 5. The City's noise ordinance regulations and a statement notifying the occupant(s) that any failure to comply with the City's noise ordinance is a violation of this Ordinance. The City's Noise Ordinance is Section 16-54 of the City of Brunswick Code of Ordinances;
 6. State, County and City emergency management website information; and
 7. Other relevant community restriction(s), if applicable.
- (h) All property specific digital, outdoor, or print advertising for any Short-Term Rental, including electronic or digital advertising on Short-Term Rental websites, shall include the Accommodation Excise Tax Certificate number, or Certificate sub-number if applicable, issued by the City for the Short-Term Rental. It is a violation of this Ordinance to advertise a Short-Term Rental using an expired Accommodation Excise Tax Certificate number or a Certificate number that was not assigned to the Short-Term Rental by the City.
- (i) Short-term Rentals, and the operation thereof, are subject to Accommodation Excise Taxes and are liable for payment thereof as established by state law and the City of Brunswick Code of Ordinances. The Accommodation Excise Tax Certificate holder shall timely remit all applicable Accommodation Excise Taxes owed in connection with the operation of Short-Term Rental(s) as set forth in the City of Brunswick Ordinance Sections 20-26 through 20-36.
- (j) The Accommodation Excise Tax Certificate holder shall maintain records of all Short-Term Rental booking dates, rental income, and taxes collected and remitted to the City of Brunswick for three years and shall provide such records to the City upon request.
- (k) The Accommodation Excise Tax Certificate holder shall abide by any local, state, or federal rules during a declared disaster event, including, but not limited to evacuation and reentry orders and shall provide guests with the State, County, and City emergency management websites and emergency contact phone numbers.

Sec. 27-8 Application for Certificate.

- (a) Any property owner or Managing Agency desiring to operate a Short-Term Rental must submit an application for an Accommodation Excise Tax Certificate to the City Planning, Development and Codes Department on a form to be provided by the City. Upon submission of a properly completed application, an applicant meeting the conditions and requirements of this Ordinance for the operation of a Short-Term Rental shall qualify for and be issued an Accommodation Excise Tax Certificate for such Short-Term Rental. At the time of filing an application for an initial Accommodation Excise Tax Certificate, an applicant must:
1. Pay and submit to the City a Certificate fee of \$150.00 for each Short-Term Rental. If the application is filed prior to July 1 of a particular year, the full \$150.00 fee shall be paid. If the application is filed after July 1, the Certificate fee shall be \$75.00;
 2. Provide the name, address, email, and contact information of the property owner;
 3. Provide the address and parcel identification number of the property where the Short-Term Rental is located;
 4. Provide the number of Short-Term Rental Dwelling Units on the property, provide the number of bedrooms in each Dwelling Unit Short-Term Rental, and affirm understanding that only one party of guests shall be permitted per Dwelling Unit;
 5. State whether the applicant is the property owner or a Managing Agency or Agent operating the Short-Term Rental on behalf of the property owner;
 6. Specify whether the Short-Term Rental is or will be managed by a Managing Agency or Agent and provide the name, address, email, phone number, and occupation tax number of such Managing Agency or Agent;
 7. Provide the name, address, email address and cell phone number for a Local Point of Contact, as such term is defined in Section 27-3;
 8. Provide the number of parking spaces on the grounds of the Short-Term Rental and affirm whether those spaces are clearly identified for occupant and guest use.
 9. Affirm the applicant's responsibility to collect and timely remit accommodation excise taxes in accordance with Ordinance Sections 20-26 through 20-36;
 10. Affirm that the operation of a Short-Term Rental on the Property is not in violation of any other land use restrictions, including covenants, deed restrictions, homeowner association rules and regulations, or other such restrictions;

11. Affirm understanding that the City strongly recommends that the property owner carry property and renter's liability insurance that specifically covers Short-Term Rental use;
 12. Affirm that the Short-Term Rental has an operable fire extinguisher in every Dwelling Unit being used as a Short-Term Rental and working smoke and carbon monoxide detectors in every bedroom and on all habitable floors thereof;
 13. Affirm that the Short-Term Rental has solid waste collection (trash) service that removes solid waste at least once a week;
 14. Affirm that the Short-Term Rental has no past due accommodation excise taxes, Certificate fees, ad valorem taxes, or fines for violations of this Ordinance; and
 15. Affirm whether the applicant or Short-Term Rental has had an Accommodation Excise Tax Certificate suspended or revoked within the previous 12 months.
- (b) If the applicant is a Managing Agency or Agent, the Managing Agency or Agent must submit documentation evidencing that it is authorized to submit the application and otherwise manage and act on behalf of the property owner in relation to the operation and use of the Short-Term Rental.
 - (c) An Accommodation Excise Tax Certificate shall be required for each Dwelling Unit being used or operated as a Short-Term Rental. However, should any property owner or Managing Agency or Agent own or manage two or more Short-Term Rentals, a single Accommodation Excise Tax Certificate may be issued for multiple properties under common ownership or professional management that otherwise meet the requirements for a Certificate under this Ordinance, provided that the requisite payment, information, and confirmations are provided by the applicant for each Dwelling Units being used as a Short-Term Rental. In the event that a single Accommodation Excise Tax Certificate is issued for multiple Short-Term Rentals hereunder, each Dwelling Unit being used as a Short-Term Rental under the Certificate shall be assigned separate Certificate sub-numbers.
 - (d) Any fraudulent or material misrepresentation, omission, or false or untruthful statement or information furnished by or made by the applicant in any application (or supporting materials) submitted to the City for a Certificate or renewal thereof shall be grounds for denial, suspension, or revocation of an Accommodation Excise Tax Certificate, or any renewal thereof.
 - (e) All requirements, acknowledgements, affirmations, and attestations necessary to obtain an Accommodation Excise Tax Certificate must be continuously maintained at all times throughout the duration of the initial Accommodation Excise Tax

Certificate and any renewal thereof. All material changes in the information or supporting documents or materials provided to the City in any application (or renewal application), including any change in the Local Point of Contact and/or such person's contact information shall be updated and reported in writing to the Planning, Development and Code Department within three business days of such change.

- (f) An Accommodation Excise Certificate is not assignable or transferable. Upon sale of a property or when a Managing Agency or Agent changes, there will be a 30-day grace period to operate as a short term rental so long as an application for an Accommodation Excise Tax Certificate is submitted by the new owner or Managing Agency or Agent within seven days of the sale or management change.

Sec. 27-9 Certificate Expiration/Renewal.

- (a) All accommodation Excise Tax Certificates, and any renewals thereof, shall expire on December 31 of each year. Applications for renewal of a Certificate for the following calendar year must be filed on or before the second Monday of December of each year in order to allow sufficient time for the Planning, Development and Codes Department to review and process the application prior to expiration of the Certificate on December 31. However, nothing herein shall be construed as precluding the filing of an application for renewal after such date. In such case, the Planning and Codes Department shall use reasonable efforts to review the application upon receipt, but neither the Planning, Development and Codes Department nor the City shall be under any obligation to process the renewal application or issue any renewal Certificate prior to December 31. If a Certificate is not renewed before it expires on December 31, a renewal application shall be treated as an initial application, and the applicant shall be required to comply with all rules and regulations for the granting of an initial Certificate to the same extent as if no previous Certificate had been held.
- (b) To renew an Accommodation Excise Tax Certificate for the ensuing calendar year, Certificate holders must submit and file a renewal application with the Planning, Development and Codes Department on a form to be provided by the City. In order to qualify for and be issued a renewed Certificate, the applicant, at the time of filing, must:
 - 1. Pay and submit to the City an annual renewal fee of \$100.00 for each Short-Term Rental;
 - 2. Affirm and update, as needed, all information, documentation, and affirmations, submitted to the City in the application for the initial Certificate set forth in Section 27-8 above;

3. Affirm that all Accommodation Excise Taxes for each Short-Term Rental under the Certificate being renewed have been collected and timely remitted to the City of Brunswick; and
 4. Affirm that the renewal application is not for a Short-Term Rental that has had its Certificate revoked within the last 12 months, except as permitted under 27-13(d);
- (c) A renewed Accommodation Excise Tax Certificate shall be valid for one calendar year immediately following its issuance, beginning on January 1 and ending on December 31 of each year.
 - (d) Fees paid for an Accommodation Excise Tax Certificate, or any renewal thereof, are not refundable once a Certificate is issued.

Sec. 27-10 Application Review/Denials.

The Planning, Development and Codes Director or his/her designee may deny an application for an Accommodation Excise Tax Certificate, or any renewal thereof, if:

- (a) The application is for a property that has had its Certificate revoked within the preceding 12 months, except as permitted under 27-13(d);
- (b) The person applying lacks authority to represent the property owner for which the application is made;
- (c) The applicant does not qualify for a Certificate or the application is filed by a person as a subterfuge for another person;
- (d) The application is incomplete, fails to meet the application requirements of this Ordinance, or does not contain the requisite documents, information, or affirmations under this Ordinance;
- (e) A Short-Term Rental is not permitted on the property for which a Certificate is sought, or if the Dwelling Unit or property being used as a Short-Term Rental is in violation of any applicable zoning, subdivision, or building codes;
- (f) Information or materials submitted by the applicant to the City in connection with the application contain any fraudulent or material misrepresentation, omission, or false or untruthful statement or information;
- (g) The applicant fails to pay any application fee required by this Ordinance;
- (h) The property identified for short-term rental use is in violation of any state law, regulation, City of Brunswick Ordinance and/or is in violation of any applicable building code; or

- (i) The applicant is delinquent in paying ad valorem property taxes on any property intended to be offered for rent under the provisions of this Ordinance.

All decisions denying an application for an Accommodation Excise Tax Certificate, or any renewal thereof, shall be in writing and served upon the applicant by email or certified mail, or both, to the email address or physical address provided by the Applicant, and shall specify the reasons for the denial. Decisions denying an application hereunder shall be appealable to the Board of Commissioners in accordance with Section 27-13 of this Ordinance.

Sec. 27-11 Violations and Penalties.

- (a) Whenever in this Ordinance any act is prohibited (or not allowed) or is made or declared to be unlawful or an offense, or whenever herein the doing of an act is required or the failure to do any act is declared to be unlawful or an offense, the violation of such provision shall be an ordinance violation punishable as follows:
 - 1. Upon conviction of the first offense under this Ordinance within a consecutive 12-month period, the owner(s) of the property and/or the Certificate holder shall be punished by a fine of \$250.00;
 - 2. Upon conviction of the second offense under this Ordinance within a consecutive 12-month period, the owner(s) of the property and/or the Certificate holder shall be punished by a fine of \$500.00;
 - 3. Upon conviction of the third and any subsequent offense under this Ordinance within a consecutive 12-month period, the owner(s) of the property and/or the Certificate holder shall be punished by a fine of \$1,000.00; and
 - 4. Enforcement actions may also be brought against the occupants and/or guests of a Short-Term Rental for violations of this Ordinance and/or such other ordinances of the City as may be applicable to the conduct of the occupants or guests, notwithstanding that this Ordinance may also make the property owner and/or the Certificate holder responsible for the conduct constituting the violation. Violations of the provisions of this Ordinance by occupants and/or guests of the Short-Term Rental shall be an ordinance violation punishable by a fine not to exceed \$1,000.00;
- (b) Each day that a Short-Term Rental is marketed, advertised, or rented for overnight accommodation without the necessary Short-Term Rental Certificate required under this Ordinance shall constitute a separate violation. Any person marketing, advertising, and/or operating a Short-Term Rental without a valid Short-Term Rental Certificate in violation of this Ordinance may be prosecuted and, upon conviction, punished by a fine not to exceed \$1,000.00;

- (c) Nonpayment of any taxes due from the operation of the Short-Term Rental may subject the property owner and/or the Certificate holder to revocation of a Certificate and/or any additional penalties, enforcement, or consequences to the extent provided for by state law and City ordinances, including, but not limited to those set forth in Ordinance Sections 20-26 through 20-36.
- (d) Should the City of Brunswick Police Department respond to any property being operated as a Short-Term Rental, the police should forward any report to the Planning, Development and Codes Department.
- (e) Notwithstanding anything to the contrary herein, the imposition of a fine, punishment, or other penalty under the provisions of this section shall not prevent the suspension or revocation of any Accommodation Excise Tax Certificate upon violation of this Ordinance.
- (f) Violations of this Ordinance may also subject the violator to any and all other remedies, legal or equitable, available to the City of Brunswick to the extent provided for by law, including injunctive relief.
- (g) No provision of the Chapter is intended, nor shall it be construed, as giving the City or its representatives the right to enter into any Dwelling Unit for the purpose of searching, inspecting, or examining the premises to determine compliance with the provisions of this Ordinance without a court order or search warrant issued by a court of competent jurisdiction authorizing such search; provided, however, this shall not limit the authority of a law enforcement body to secure a search warrant in connection with criminal activity at a Dwelling Unit unrelated to compliance with this Ordinance or the authority of the City to conduct otherwise lawful inspections of a Dwelling Unit unrelated to compliance with this Ordinance.

Sec. 27-12 Certificate Suspensions and Revocations.

- (a) In addition to any other penalty, punishment, or remedy provided for under this Ordinance, a Certificate may be suspended or revoked by the City Manager (or designee) as provided for herein. The City Manager, or his or her designee, may, upon investigation, suspend or revoke an Accommodation Excise Tax Certificate associated with a Short-Term Rental:
 1. If the property or Short-Term Rental corresponding to that Certificate has been the subject of three or more violations of this Ordinance or the City's noise ordinance of either the property owner, Certificate holder, Local Point of Contact, or the occupants/guests (or any combination thereof) in the immediately preceding twelve-month period;
 2. If the Short-Term Rental or property upon which it is located is being operated in a disorderly manner so as to constitute a public nuisance after: (i) the Certificate holder and property owner (if different) have been advised in writing

by the City of the unsatisfactory manner in which the Short-Term Rental is being operated; and (ii) after the Certificate holder and property owner (if different) have been given a reasonable opportunity to cure said deficiencies;

3. Upon learning that an applicant furnished or made any fraudulent or material misrepresentation, omission, or false or untruthful statement or information in the application (or supporting materials) submitted to the City for a Certificate or renewal thereof;
 4. If the Certificate holder or property owner violates or fails to meet or comply with any provision or requirement of this Ordinance, or fails to timely pay or remit any Certificate fees imposed under the provisions of this Ordinance or any accommodation excise taxes due to the City pursuant to Sections 20-26 through 20-36; provided, however, prior to any such suspension or revocation, the Certificate holder and property owner shall be advised in writing by the City of such violation or non-compliance and the fees or taxes believed to be past due, and the Certificate holder and property owner shall be provided 14 calendar days to correct and cure such violation or non-compliance, or pay any such past due fee or excise tax; or
 5. If a Local Point of Contact fails to respond to calls or complaints regarding the condition, operation, or conduct of a Short-Term Rental, or the behavior or conduct of the occupants and/or guests thereof, in a timely and appropriate manner on three or more separate occasions within the immediately preceding 12 months, provided that the City provides the Certificate holder and property owner (if different) with notice of each such failure and a 14-day opportunity to respond to the notice in writing. It is not intended that an owner, Managing Agency, or Local Point of Contact act as a peace officer or place himself or herself in an at-risk situation.
- (b) If, upon investigation, the City Manager (or designee) determines that sufficient grounds exist to suspend or revoke a Certificate in accordance with this Section, the City Manager (or designee) shall issue written notice of the suspension or revocation to the Certificate holder and property owner, if different. The Notice shall specify the length of the suspension, not to exceed 12 months. The written notice of suspension or revocation may be served upon the Certificate holder and property owner by email or certified mail, or both, to the email address or physical address provided by the Certificate holder in the application, and shall specify the facts which, in the opinion of the City Manager (or designee) constitute grounds for the suspension or revocation of the Certificate. The notice shall also specify that the suspension or revocation of the Certificate shall become effective 15 calendar days from the date of the notice, unless the Certificate holder appeals such decision to the Board of Commissioners in writing in accordance with Section 27-13 of this Ordinance no later than 14 calendar days from the date of the receipt of the notice of suspension or revocation.

- (c) In the event that a single Accommodation Excise Tax Certificate is issued for multiple Short-Term Rentals, the suspension or revocation notice shall specify the Certificate sub-number(s) of the property(ies) whose Certificate is being suspended or revoked. In such a case, suspension or revocation of a Certificate(s) for the identified Short-Term Rental(s) shall not affect the validity of the Certificate as it relates to the remaining Short-Term Rentals on that Certificate.
- (d) Should an Accommodation Excise Tax Certificate for any Short-Term Rental be revoked under this Ordinance, then no Accommodation Excise Tax Certificate shall be issued for that Property or to that property owner or Certificate holder for that particular location for a period of 12 months after the effective date of the revocation. Notwithstanding the foregoing, a new Certificate may be applied for and issued under an application that otherwise meets the application requirements of this Ordinance: (1) if the subject property is sold to a new owner as part of an arm's length transaction; or (2) the application is submitted by a Managing Agency or Agent who will serve as the new Certificate holder, provided that it has not been the Managing Agency or Agent or Certificate holder for that particular property within the immediately preceding 12 months.

Sec. 27-13 Appeals.

- (a) Decisions denying, suspending, or revoking an Accommodation Excise Tax Certificate, or any renewal thereof, under this Ordinance may be appealed by the Applicant or Certificate holder, as applicable, to the Board of Commissioners.
- (b) Upon receipt of any decision or determination to deny, suspend, or revoke any Accommodation Excise Tax Certificate, or any renewal thereof, an applicant whose application was denied, or a Certificate holder whose Certificate was revoked, may appeal such decision to the Board of Commissioners. Any such appeal must be in writing and filed with the City Clerk within 14 calendar days of the Applicant's or Certificate holder's receipt of the decision being appealed. Appeals to the Board of Commissioners must be sent to and received by the City Clerk by certified U.S. mail or hand delivery. Appeals not physically received in writing by the City Clerk within 14 calendar days of the Applicant's or Certificate holder's receipt of the decision being appealed will be deemed untimely and disallowed.
- (c) The written appeal must state succinctly the grounds upon which it is asserted that the decision should be reversed and shall be accompanied by a copy of the decision from which the appeal is being made, along with any other documents deemed relevant to the appeal. The filing of a timely appeal to the Board of Commissioners will delay implementation of the decision being appealed until a decision is made on that appeal by the Board of Commissioners. If an appeal is not timely received, decisions denying, suspending, or revoking a Certificate shall become effective and final on the fifteenth (15th) calendar day following the Applicant's or Certificate holder's receipt of such decision.

- (d) Upon receipt of a timely appeal under this Ordinance, the City Clerk shall schedule a hearing before the Board of Commissioners at a regular or special called meeting within 45 days of the receipt of the appeal. The City Clerk shall provide written notice to the appealing party of the time, place and date of the scheduled hearing by certified U.S. mail.
- (e) The Board of Commissioners shall have the duty of conducting hearings concerning the denial, revocation, or suspension of a Certificate. The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the evidence presented at the hearing.
- (f) At the hearing, after presentation of the case against the Applicant or Certificate holder, the appealing party will have an opportunity to present his or her case, to present evidence and information relevant to the appeal, to rebut the allegations made against him or her, and to present whatever defenses he or she has. The appealing party shall have the right to be represented by an attorney at his or her own expense.
- (g) At the conclusion of the hearing, the Board of Commissioners shall affirm, modify, or reverse the decision being appealed. Written notice of the Board's decision shall be sent to the appealing party by the City Clerk via email or certified U.S. mail, or both, and shall set forth the findings and conclusions of the Board.
- (h) Decisions of the Board of Commissioners regarding denials, suspensions, and revocations shall be binding, subject to the right of appeal to Superior Court as provided by O.C.G.A. § 5-4-1, et seq.

27-14 Right to Audit.

The City of Brunswick shall have the right to audit and examine the books, papers, records, and financial reports of any Certificate holder pursuant to Code Section 27-4 (i.e. the Accommodation Excise Tax/Lodging Tax Ordinance) in order to verify the accuracy of any accommodation excise tax return made, or if no return is made by the Certificate holder, to ascertain and determine the amount required to be paid. The Accommodation Excise Tax Certificate holder shall keep and maintain such records, receipts, invoices, and other pertinent papers regarding the operation of a Short-Term Rental as required by Code Section 27-4 and shall establish and maintain a reasonable accounting system to readily identify and calculate the amount of accommodation excise taxes due for each Short-Term Rental.

Sec. 27-15 Exceptions.

- (a) Real property that is occupied for a period of less than 30 consecutive days by a buyer or seller of real property prior to or after the closing of same shall not be considered a Short-Term Rental or require an Accommodation Excise Tax

Certificate under this Ordinance, provided that the property is not otherwise furnished or offered for value to any other person(s) during the same calendar year for 30 days or less at one time.

- (b) Real property that is occupied by or offered for occupancy to the same person for a period greater than 30 consecutive days shall not be considered a Short-Term Rental or require an Accommodation Excise Tax Certificate under this Ordinance, provided that the property is not otherwise furnished or offered for value to any other person(s) during the same calendar year for 30 days or less at one time.

Sec. 27-16 Effective Date.

This Chapter shall become effective on July 1, 2022. Any Accommodation Excise Tax Certificate issued under this Ordinance on or before June 30, 2022, shall be valid beginning on July 1, 2022.

Sec. 27-17 Severability.

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

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 affect 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 _____, 2022.

Cosby H. Johnson, Mayor

ATTEST:

Naomi Atkinson, City Clerk