

CITY OF BRUNSWICK

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

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 REGULAR SCHEDULED COMMISSION MEETING WEDNESDAY, OCTOBER 19, 2022 AT 5:00 P.M. 1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

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

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. Adoption of October 19, 2022 Regular Meeting Agenda.

RECOGNITION(S), PRESENTATION(S), & AWARD(S)

2. Proclamation Presentation to Goodwill Southeast Georgia Director of Marketing and Communications Hillary Bradbury, Recognizing the Month of October as National Disability Employment Awareness Month. **(Encl. 1)**

PUBLIC HEARING(S) – LAND USE

3. Consider Approval of Rezoning Petition No. 22-04; from Hunter, Maclean, Exley & Dunn, PC, Agent, Petitioning to Rezone 50 Faith Avenue to Conservation-Preservation (CP) from R9 One-Family Residential (R9). *(J. Hunter)* **(Encl. 2)**

UPDATE(S)

4. Zach Puckett, Project Manager, Pond & Company to Provide Update on Lanier-Gloucester Intersection Improvement Intersection Design Update. *(G. Alberson)* **(Encl. 3)**

5. Jim Ritchey, Whitman, Requardt & Associates, to Provide Update Regarding Transit Program. *(J. Hunter)* **(Encl. 4)**

6. Urbana Perry Park Neighborhood Planning Assembly (NPA) Chairman Kitts and Vice Chairperson Collins to Update Commission Regarding Issues/Concerns of Urbana Perry Park NPA. **(Encl. 5)**

7. Update Regarding Tiny House Program, Linda Heagy, Treasurer, Hand in Hand of Glynn. **(Encl. 6)**

8. Update Improvements at Lovers Oak. *(R. McDuffie)* **(Encl. 7)**

9. Update Goodyear Park Improvement Plan. *(R. McDuffie)* **(Encl. 8)**

ITEM(S) TO BE CONSIDERED FOR APPROVAL

10. Consider Approval of October 5, 2022 Regular Scheduled Meeting Minutes. *(subject to any necessary changes.)* *(N. Atkinson)* **(Encl. 9)**

11. Consider Approval of Contract for Construction of a Restroom and Equipment Building at Orange Square. (G. Alberson) **(Encl. 10)**
12. Consider Approval of the Reorganization of the Brunswick Fire Department. (L. Cargile) **(Encl. 11)**
13. Consider Approval of Reorganization of Brunswick Police Department. (K. Jones) **(Encl. 12)**

CITY ATTORNEY'S ITEM(S)

14. Consider Approval of Local Option Sales Tax Intergovernmental Agreement Between Glynn County, Georgia and the City of Brunswick, Georgia. **(Encl. 13)**
15. Consider for Discussion and Approval Resolution 2022-10 ~ Imposing a Moratorium on the Establishment, Expansion or Development of a Homeless Shelter Where One is not Currently Operated. **(Encl. 14)**

EXECUTIVE SESSION

Mayor and City Council of

Brunswick, Georgia

Proclamation

WHEREAS, October 2022 marks the 77th anniversary of National Disability Employment Awareness Month, which highlights workplaces welcoming of the talents of all people, including people with disabilities, a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, the U.S. Department of Labor's Office of Disability Employment Policy has designated October as a month to raise awareness about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, Goodwill Southeast Georgia recognizes National Disability Employment Awareness Month this October by celebrating more than 100 associates employed at its federal contract sites, including the Federal Law Enforcement Training Center (FLETC) in Brunswick, Georgia.

NOW, THEREFORE, I, Cosby H. Johnson, Mayor of the City of Brunswick, along with my fellow Commissioners hereby recognize and commemorate the 77th anniversary and proclaim the month of October 2022

“NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH”

in Brunswick and call upon employers, schools, and other community organizations in Brunswick to observe October with appropriate programs and activities, and to advance its important message that people with disabilities add value and talent to our workplaces and communities.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Cosby H. Johnson, Mayor

Naomi D. Atkinson

Naomi D. Atkinson, City Clerk

Date: October 19, 2022





SUBJECT: RZ 22-04 | 50 Faith Avenue | Rezone from R9 to C-P

COMMISSION ACTION REQUESTED ON: 10/5/22

PURPOSE: See attached Staff Report

HISTORY:

FACTS AND ISSUES:

BUDGET INFORMATION: N/A

OPTIONS:

- Approve RZ 22-04 as submitted.
 - Approve RZ 22-04 with conditions.
 - Do not approve RZ 22-04.
-

DEPARTMENT RECOMMENDATION ACTION:

- Approve RZ 22-04 as recommended by staff and the PAC
-

DEPARTMENT: PDC

Prepared by: John Hunter, Director

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Regina M. McDevitt

City Manager

9/26/22

Date

Rezoning Petition No. 22-04

(50 Faith Avenue)

Staff Report
John Hunter
Director
Planning, Development, & Codes

City of Brunswick
Public Hearing
October 5, 2022

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Requested Rezoning

Hunter, Maclean, Exley & Dunn, PC, agent, is petitioning to rezone the subject parcel to Conservation-Preservation (CP) from R9 One-Family Residential (R9).

Existing Conditions

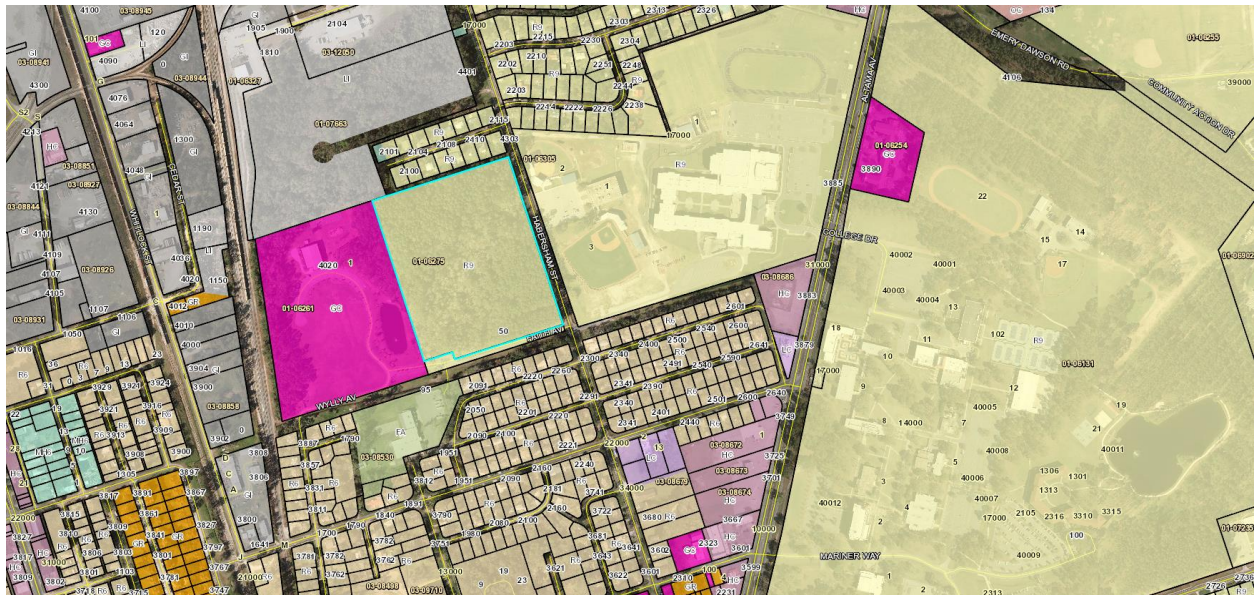
The subject parcels comprise 20+/- acres. The parcel at 50 Faith Avenue is wooded, contains wetlands, and is undeveloped.



Location map

Existing Zoning

The subject parcel is zoned R9. The adjacent parcels immediately to the north, east and south are zoned R9. The parcel to the west is zoned General Commercial (GC). There are also adjacent Limited Industrial (LI) and Forest Agricultural (FA).



Requested Zoning

The applicant has requested rezoning the parcel to Conservation-Preservation (CP). This would allow for the property to be used for agricultural purposes such as the growing and harvesting of fruits and vegetables, and the construction and use of a greenhouse and buildings for growing hydroponic vegetables.

Staff Analysis

It is the intent of the CP zoning district to preserve and/or control development within certain land, marsh and/or water areas of the City of Brunswick which serve as wildlife refuges, possess great natural beauty or are of historical significance, are utilized for recreational purposes, provide needed open space for the health and general welfare of the city's inhabitants, or are subject to periodic flooding. The regulations which apply within this district are designed to reserve such areas for the purposes outlined herein and to discourage any encroachment by residential, commercial, industrial or other uses capable of adversely affecting the relatively undeveloped character of the district.

When considering a rezoning, we examine our Comprehensive Plan for guidance:

Character Area: North Brunswick

This northern portion of the City includes an irregularly shaped area primarily centered on Altama Avenue but also with frontage on Community Road/ Cypress Mill Road, and the Spur 25. The development pattern here is very mixed with no one type of development predominating. The campus of the College of Coastal Georgia and Brunswick High School comprise mayor civic uses in this area. Linear, auto-oriented commercial uses with scattered building sites and large parking areas are found along Altama Avenue, Community Road/ Cypress Mill Road, and the Spur 25.

Two residential neighborhoods with curved buy connected street systems, Magnolia Park and College Park, are also part of this area. These neighborhoods have well defined boundaries and consistent single-family development patterns but also offer proximity to nearby commercial and institutional services.

Vision

The vision for the North Brunswick area is multi-layered, reflecting its land use diversity. For the single-family neighborhoods of Magnolia Park and College Park, the vision is to preserve the character and boundaries of these suburban, single-family neighborhoods. For Altama and Community Road/Cypress Mill Road, the vision is for new, mixed-use, urban boulevards with active, pedestrian-oriented streetscapes. For Spur 25, the vision is for a major commercial corridor including big box retail with limited access to ensure transportation mobility. It is also important to the North Brunswick community that it retain its institutional assets – the Coastal Georgia Community College, Brunswick High School, and Jane Macon Middle School. These institutional assets should be better connected with nearby neighborhoods and knit together with a connected framework of pedestrian and bicycle paths.

Appropriate Land Uses

- Single-family residential development within Magnolia Park and College Park
- Community-scale commercial, institutional, multifamily, and mixed-use development along Altama Avenue and Community Road/ Cypress Mill Road
- Regional-scale commercial development including big box development along Altama Avenue, Community Road/ Cypress Mill Road, and Spur 25
- Industrial development on the western portions of Habersham

While the Comprehensive Plan does not contemplate a Conservation-Preservation use for future development, there are obvious benefits for this zoning classification in any area of the City. Notably, it is a low impact zoning classification with limited uses. C-P should not be considered spot zoning, as the intent is protect lands for low-impact uses. As such, you see C-P zoning utilized throughout Brunswick to designate parks, greenspaces, and wetlands. A C-P zoning will prevent any industrial or commercial encroachment from adjacent properties and provide additional buffer to neighboring residential and educational properties.

Staff Recommendation

Staff recommends approval of the rezoning application.

Planning and Appeals Commission Recommendation

The PAC held a Public Hearing on this application at their September 14th meeting.

During the Public Hearing, Renee Young (2100 Clairmont Ln) spoke in favor of the request, as it would protect the area from increased traffic of other types of development. Cornell Harvey spoke against the request as he believed the property should be maintained for housing.

The PAC recommended approval of the application 3-0 (Ms. Greene abstained due to a conflict).

Appendix A – zoning standards and policies

ZONING STANDARDS AND POLICIES AND PROCEDURES FOR ZONING HEARINGS

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

Part I. Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Would such uses aggravate waste disposal problems?

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

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

(2) Would the proposed use incorporate new planting?

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

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

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

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

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

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

(2) What additional public facilities would be required?

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

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

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

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

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

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

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

* * *

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

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

Appendix B – CP Conservation-Preservation Districts

Sec. 23-14-1. - Intent of district.

It is the intent of this article that the CP zoning district be established and maintained to preserve and/or control development within certain land, marsh and/or water areas of the City of Brunswick which serve as wildlife refuges, possess great natural beauty or are of historical significance, are utilized for recreational purposes, provide needed open space for the health and general welfare of the city's inhabitants, or are subject to periodic flooding. The regulations which apply within this district are designed to reserve such areas for the purposes outlined herein and to discourage any encroachment by residential, commercial, industrial or other uses capable of adversely affecting the relatively undeveloped character of the district.

(Ord. No. 1006, § 1, 11-19-2008)

Sec. 23-14-2. - Permitted uses.

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

- (a) Private boat dock or boat house.
- (b) Boat marina.
- (c) Bait house.
- (d) Public utility line, fire or water tower or substation.
- (e) Publicly owned and/or operated park, open space, recreational facility or use, and the equipment necessary for servicing the users.
- (f) Farm for the growing of rice or other agricultural products, including timber.
- (g) Wildlife refuge, including one-family dwelling units of caretakers employed to maintain and protect the refuge.
- (h) Swimming beach.

(Ord. No. 1006, § 1, 11-19-2008)

Sec. 23-14-3. - Conditional uses.

The following use shall be permitted in any CP zoning district on a conditional basis, subject to conditions set forth in section 23-25-4.

- (a) Cemetery, with or without chapel, provided that such use consists of a site of at least ten acres, has a planted buffer strip around its entire perimeter except for areas and includes no crematorium or dwelling unit other than for a caretaker.
- (b) Museum or exhibit area in conjunction with an area or use of recognized historical, aesthetic or educational significance, provided that no commercial activities other than the possible collection of an admission fee, if any, are associated with said museum or exhibit area.
- (c) Dredging, land fill or the excavation of natural materials, provided that such use does not block, alter, or divert the flow of a major stream, river or other such drainageway and provided further that plans for the alteration of any lands zoned CP, conservation-preservation must be approved by the commission of the City of Brunswick in writing before such alteration in land shall be permitted.

(Ord. No. 1006, § 1, 11-19-2008)

Sec. 23-14-4. - Other requirements.

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

- (a) Minimum lot area: 5,000 square feet.
- (b) Minimum lot width: 50 feet.
- (c) Minimum front yard: 20 feet.
- (d) Minimum side yard: Ten feet on each side.
- (e) Minimum rear yard: None, except that when the property abuts another zoning district, ten feet shall be required.
- (f) Maximum building height: 35 feet.

(Ord. No. 1006, § 1, 11-19-2008)

Appendix C – Application

(Original application included on next page)



CITY OF BRUNSWICK, GEORGIA

APPLICATION FOR REZONING

RZ

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

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

- Applicant (Your Name): Hunter, Maclean, Exley & Dunn, P.C Daytime Phone: 912-236-~~E~~ Email: scallahan@huntermaclean.com
Mailing Address 200 E Saint Julian Street, Savannah, Georgia Zip: 31412
- Location of Property forming the basis for this text amendment: 50 Faith Avenue
Street Brunswick, Georgia 31520 Tax Map and Parcel Number: 01-06275
- Is this rezoning due to annexation? YES NO
- Total Parcel area (indicate square feet or acres): 20.00 Acres +/- Square Feet/Acres
- Present Zoning: R9 Abutting zones (list all zones that touch the parcel): LI, GC, and R9
- Proposed Zoning: CP Conservation-Preservation
- Are any special use(s), variance(s), covenant(s), or prior rezoning(s) present on the parcel?
 YES NO If 'YES', list ALL and date: _____
- The following data shall be attached as applicable:
 Petition signed by Property Owner or agent requesting the Rezoning.
 Full text of the proposed amendment in the format of the ordinance it is intended to amend.
- Reasons for the rezoning request: To change the current zoning to CP Conservation-Preservation to allow for agricultural uses such as growing and harvesting fruits and vegetables, and the construction and use of a greenhouse, and two buildings for growing hydroponic vegetables.
- Do you have legal possession of the parcel(s) proposed for this zoning text amendment? YES NO (If 'NO' then this application cannot be processed until an application is received for all parcels intended to be affected by the text amendment and legal authorization provided.)
- Owner's Name (If different from Applicant*): Glynn County Board of Education
Address: 1313 Egmont Street, Brunswick, Georgia Zip: 31520 Daytime Phone: 912-275-7282 (*If applicant is different from Owner, a legal authorization to represent the Owner must be attached to this application.)

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

Signed: _____ Date: 08/25/2022

(Printed Name: Sean Callahan)



City of Brunswick
Planning, Development, & Codes Department
601 Gloucester Street
Brunswick, Georgia, 31520

Property Owner's
Authorization Letter

I (we): Glynn County Board of Education
(Print Property Owners Name/ Firm/ Organization)

Hereby Authorize: Sean Callahan
(Applicant - Name of Person to Sign Permit)

Representative of: Hunter, Maclean, Exley & Dunn, P.C
(Applicant Company Name/ Organization)

To apply for, sign, and represent the property owner for the following proposed action:

filing a rezoning application

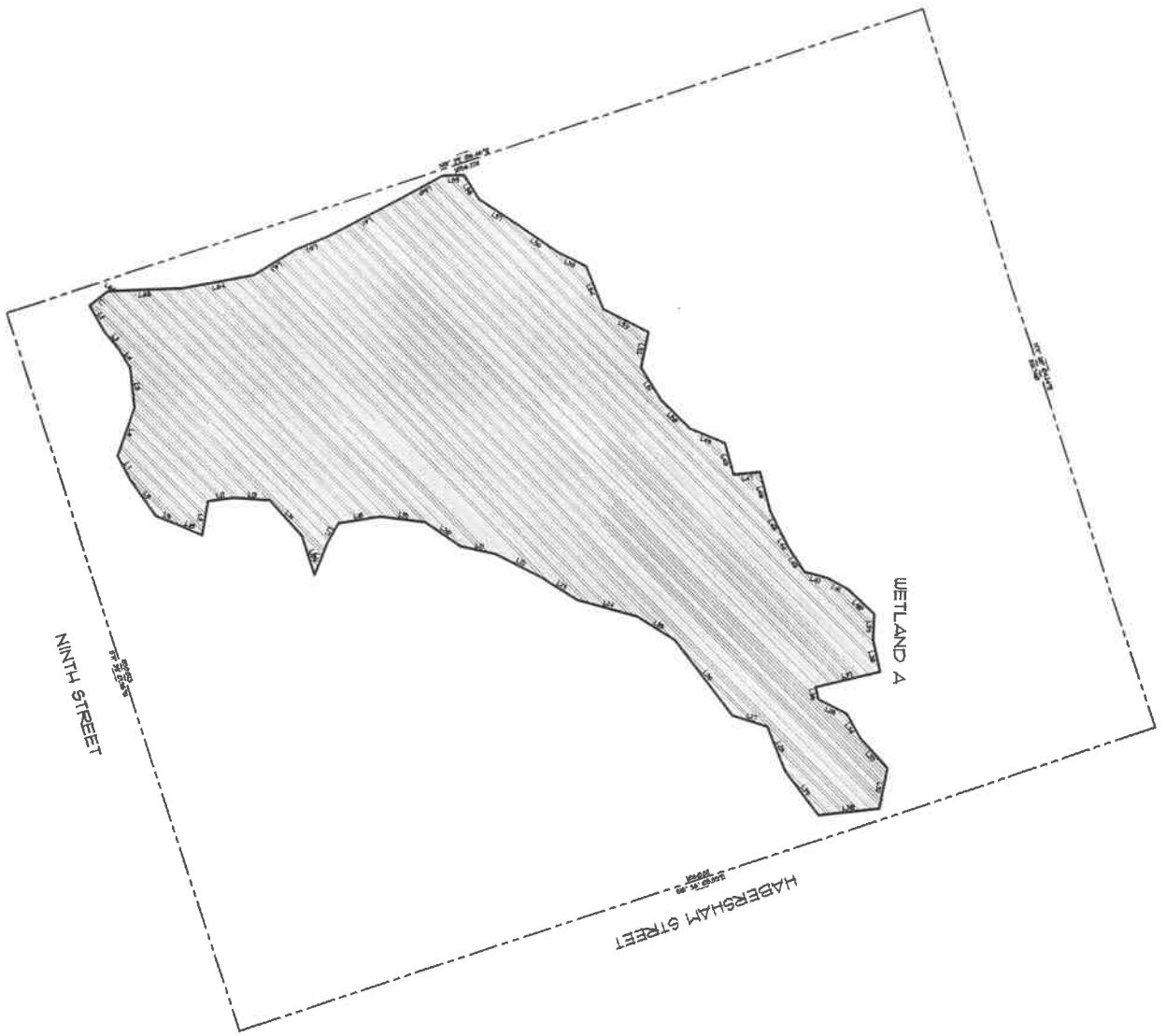
Property Location: 50 Faith Avenue, Brunswick, Georgia 31520
(Property Address)

As property owner(s), I (we) hereby grant permission to the applicant referenced above to apply for, sign, and represent the owner as indicated above.

Jerry A. Mancil
(Property Owner or Person with Power of Attorney Signature)

8/25/2022
(Date)

Jerry A. Mancil Authorized Signatory
(Printed Name) (Title)



Line #	Length	Dimension	Line #	Length	Dimension	Line #	Length	Dimension	Line #	Length	Dimension
L1	75.293	600' 00" 00.000"	L21	31.703	600' 00" 00.000"	L41	39.641	600' 00" 00.000"	L61	30.116	600' 00" 00.000"
L2	31.144	600' 00" 00.000"	L22	86.216	600' 00" 00.000"	L42	39.650	600' 00" 00.000"	L62	31.844	600' 00" 00.000"
L3	71.306	600' 00" 00.000"	L23	47.136	600' 00" 00.000"	L43	44.644	600' 00" 00.000"	L63	31.871	600' 00" 00.000"
L4	22.211	600' 00" 00.000"	L24	49.313	600' 00" 00.000"	L44	41.201	600' 00" 00.000"	L64	31.878	600' 00" 00.000"
L5	44.449	600' 00" 00.000"	L25	49.314	600' 00" 00.000"	L45	41.201	600' 00" 00.000"	L65	31.878	600' 00" 00.000"
L6	86.449	600' 00" 00.000"	L26	49.314	600' 00" 00.000"	L46	41.201	600' 00" 00.000"	L66	31.878	600' 00" 00.000"
L7	23.549	600' 00" 00.000"	L27	31.703	600' 00" 00.000"	L47	39.641	600' 00" 00.000"	L67	31.878	600' 00" 00.000"
L8	48.817	600' 00" 00.000"	L28	41.201	600' 00" 00.000"	L48	41.201	600' 00" 00.000"	L68	31.878	600' 00" 00.000"
L9	20.022	600' 00" 00.000"	L29	41.201	600' 00" 00.000"	L49	41.201	600' 00" 00.000"	L69	31.878	600' 00" 00.000"
L10	20.022	600' 00" 00.000"	L30	41.201	600' 00" 00.000"	L50	41.201	600' 00" 00.000"	L70	31.878	600' 00" 00.000"
L11	20.022	600' 00" 00.000"	L31	41.201	600' 00" 00.000"	L51	41.201	600' 00" 00.000"	L71	31.878	600' 00" 00.000"
L12	39.641	600' 00" 00.000"	L32	41.201	600' 00" 00.000"	L52	41.201	600' 00" 00.000"	L72	31.878	600' 00" 00.000"
L13	39.641	600' 00" 00.000"	L33	41.201	600' 00" 00.000"	L53	41.201	600' 00" 00.000"	L73	31.878	600' 00" 00.000"
L14	39.641	600' 00" 00.000"	L34	41.201	600' 00" 00.000"	L54	41.201	600' 00" 00.000"	L74	31.878	600' 00" 00.000"
L15	39.641	600' 00" 00.000"	L35	41.201	600' 00" 00.000"	L55	41.201	600' 00" 00.000"	L75	31.878	600' 00" 00.000"
L16	39.641	600' 00" 00.000"	L36	41.201	600' 00" 00.000"	L56	41.201	600' 00" 00.000"	L76	31.878	600' 00" 00.000"
L17	39.641	600' 00" 00.000"	L37	41.201	600' 00" 00.000"	L57	41.201	600' 00" 00.000"	L77	31.878	600' 00" 00.000"
L18	39.641	600' 00" 00.000"	L38	41.201	600' 00" 00.000"	L58	41.201	600' 00" 00.000"	L78	31.878	600' 00" 00.000"
L19	39.641	600' 00" 00.000"	L39	41.201	600' 00" 00.000"	L59	41.201	600' 00" 00.000"	L79	31.878	600' 00" 00.000"
L20	39.641	600' 00" 00.000"	L40	41.201	600' 00" 00.000"	L60	41.201	600' 00" 00.000"	L80	31.878	600' 00" 00.000"

AREAS
 WETLANDS: 249,108 SF = 5.70 ACRES
 UPLAND: 631,814 SF = 14.50 ACRES



STATE OF GEORGIA,
COUNTY OF GLYNN.

THIS CONVEYANCE, made on this the 9th day of November, 1964, from GRADY B. EVERETT and JOHN R. MINIER, of Glynn County, Georgia, as GRANTORS, to THE BOARD OF EDUCATION OF GLYNN COUNTY, GEORGIA, a Georgia public corporation domiciled in Glynn County, Georgia, as GRANTEE;

WITNESSETH: That the said Grantors, for and in consideration of the sum of Ten (\$10) Dollars and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee, its successors and assigns, all of the following described property, to-wit:

All that certain lot, tract or parcel of land situate, lying and being in the 26th District, G.M., in Glynn County, Georgia, containing 20.50 acres, more or less, and more particularly described according to the map and plat, made by John H. Ringeling, dated October 29, 1964, and attached hereto and made a part hereof, and thereon more particularly described as follows, to-wit: Commencing at an iron pin on the westerly line of Habersham Street, which iron pin is located by reference to the grid coordinates in feet of the Georgia Coordinate System, East Zone, as established by the U.S. Coast & Geodetic Survey, at Y 431,463.76 + X 710,684.35, which is also the point of intersection of the northerly line of Ninth Street with the westerly line of Habersham Street, and from said beginning point running thence south 72 degrees 16 minutes west for a distance of 837 feet to an iron pin; thence running north 18 degrees 01 minutes west for a distance of 1,062.60 feet to an iron pin; thence running north 71 degrees 59 minutes east for a distance of 837 feet to an iron pin on the westerly line of Habersham Street; thence running south 18 degrees 01 minutes east along said line of Habersham Street for a distance of 1,066.74 feet to the point or place of beginning.

The property hereby conveyed is a portion of the property which was conveyed to the Grantors herein by deed from Union Bag-Camp Paper Corporation, dated April 22, 1964, and of record in the office of the Clerk of the Superior Court of Glynn County, Georgia, in Deed Book 11-Y, Page 541, et seq.

TO HAVE AND TO HOLD said above and hereby conveyed property, together with all and singular the rights, members, improvements, easements and appurtenances to the same being or belonging to the only proper use, benefit and behoof of the said Grantee, its successors and assigns, in fee simple;

AND THE SAID GRANTORS, the said bargained property above described, unto the said Grantee, its successors and assigns, against the said Grantors, their heirs, executors, administrators and assigns, and against the lawful

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claims and demands of all and every other person or persons, shall and will and do hereby warrant and forever defend, by virtue of these presents.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands, affixed their seals and delivered these presents on this the day and year first above writteh.

Grady B. Everett (L.S.)
Grady B. Everett

John R. Minter (L.S.)
John R. Minter

Signed, sealed and delivered in the presence of:

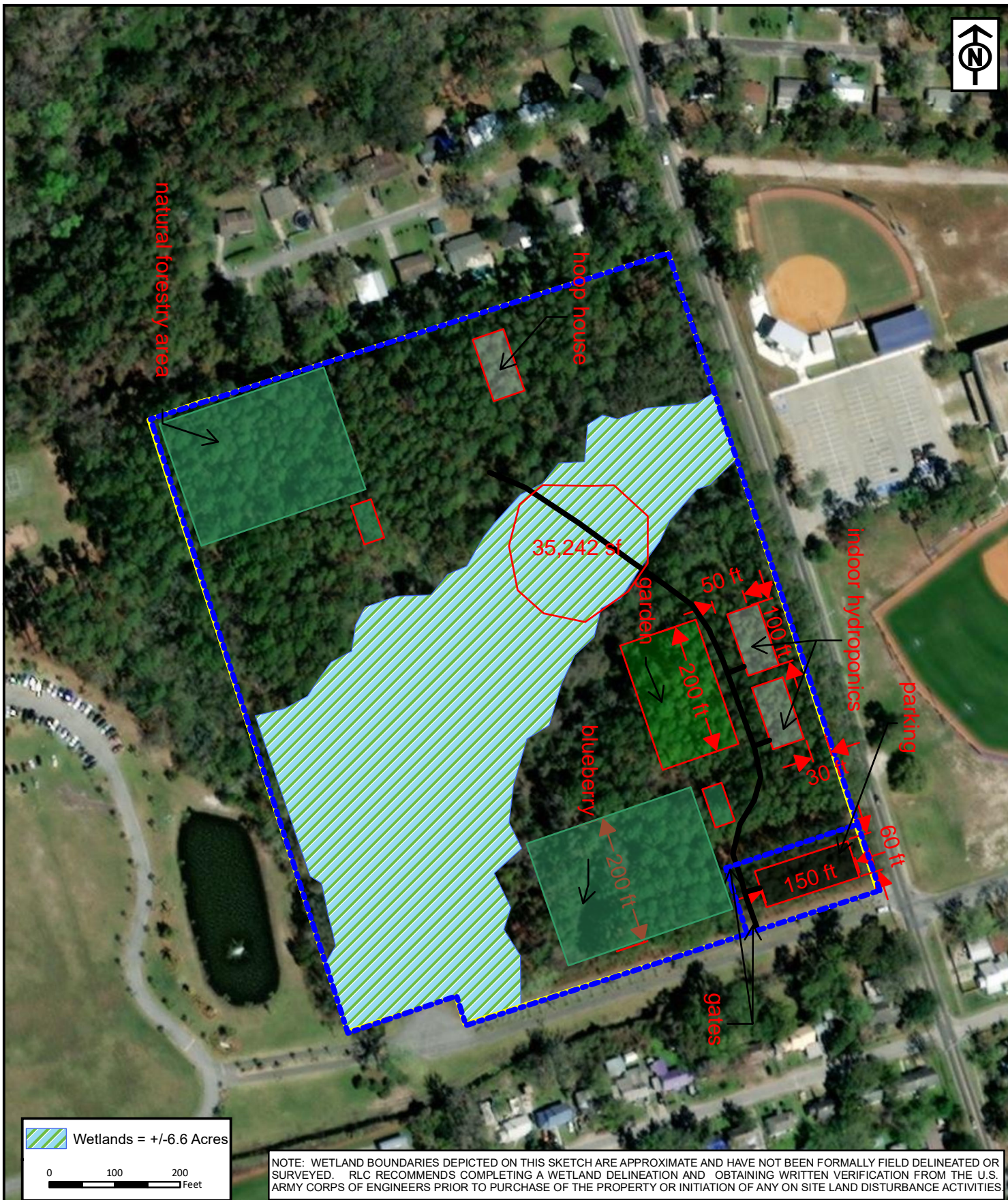
B. Wright

Silva B. Bunkley
Notary Public, Glynn County, Georgia



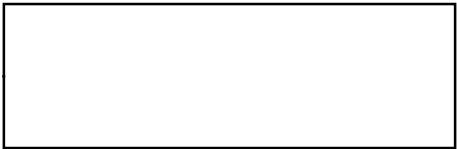
122/106

Site Development Plan:



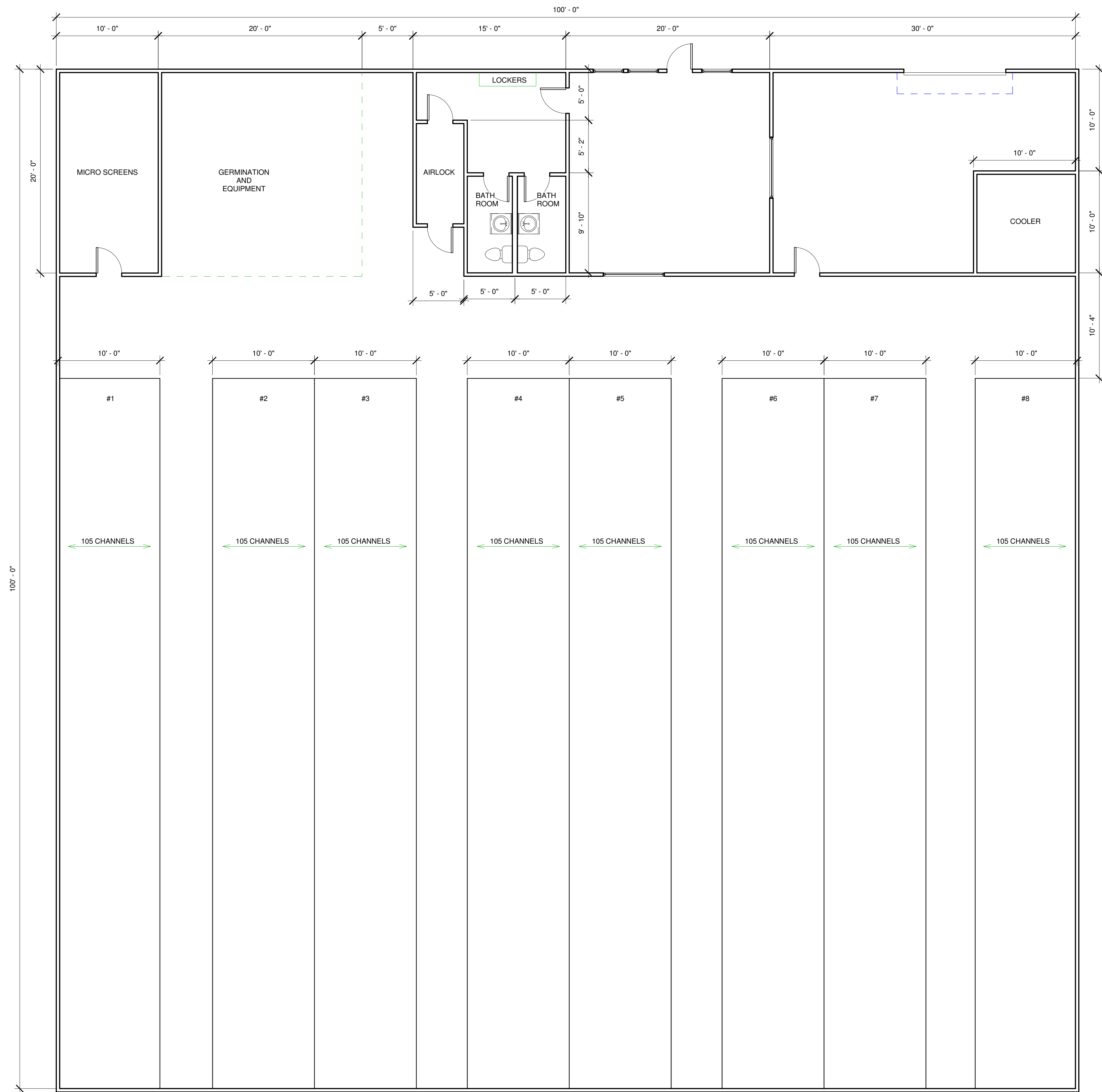
RLC Project No.:	21-414
Figure No.:	1
Prepared By:	DB
Sketch Date:	11/8/2021
Map Scale :	1 inch = 200 feet

Parcel 01-06275
Glynn County, Georgia



RLC
RESOURCE+LAND
CONSULTANTS
411 Park of Commerce Way, Ste. 101
Savannah, Georgia 31405
912.443.8396 www.rlcinc.com

CONCEPTUAL BUILDING FLOOR PLAN:



Consultant
Address
Address
Phone
Fax
e-mail

Consultant
Address
Address
Phone
Fax
e-mail

Consultant
Address
Address
Phone
Fax
e-mail

Consultant
Address
Address
Phone
Fax
e-mail

No.	Description	Date

Á
Hydroponic Facility
First Floor Plan

Date 7/27/2020
 Drawn by A. Hayes
 Checked by

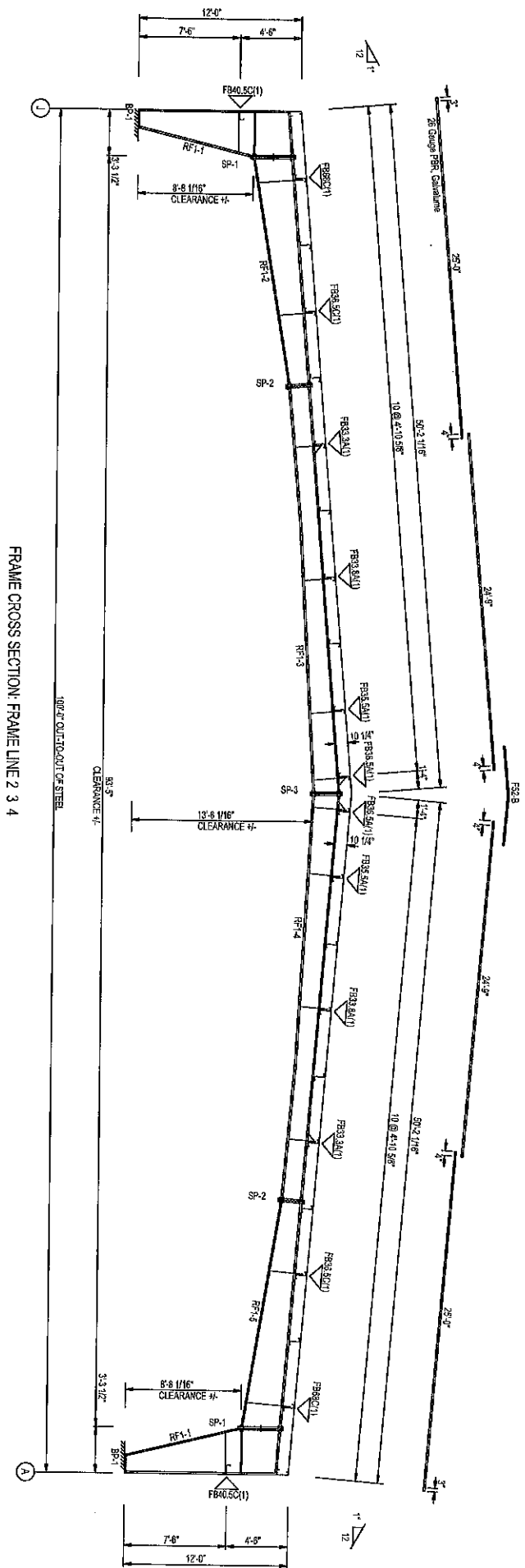
A1

Scale 3/16" = 1'-0"

Conceptual Building Frame:

STEELER TABLE			
MARK	SIZE	FRAME SIZE	LENGTH
RF1-1	SP-1	4"	6'6"

✓ FLANGE SPACES BOTH SIDES (UNLESS NOTED)
 FRAME 1 (FRAMES 2-4)
 C-1, 2, 3, 4
 A-1, 2, 3, 4, 5



FRAME CROSS SECTION: FRAME LINE 2 3 4

Appendix D – Correspondence from the public



**SUBJECT: LANIER-GLOUCESTER INTERSECTION IMPROVEMENT –
INTERSECTION DESIGN UPDATE**

COMMISSION ACTION REQUESTED ON: No Action Required

PURPOSE:

Project update from Pond & Company regarding the design of the intersection improvements in progress along Gloucester Street at Lanier Boulevard and at U.S. Highway 17

HISTORY:

A study of the Lanier-Gloucester intersection area was commissioned through the Brunswick Area Transportation Study (BATS) for the City of Brunswick. Pond & Company was selected as the consultant, and the study was completed in March 2020. Pond was again selected in March 2022 to move the project forward and complete the design with construction plans and associated bid documents.

FACTS AND ISSUES:

The proposed improvements at the Lanier-Gloucester intersection include slight realignment of the west leg of Lanier Boulevard and making it one-way northbound. Vehicles turning onto Lanier Blvd from Gloucester would use the east leg of Lanier. The east leg of Lanier would be right turn only onto Gloucester, and vehicles turning left onto Gloucester would use the west leg of Lanier. The pedestrian crosswalks across Lanier would also be moved closer to Gloucester to improve the sight distances for vehicles exiting Lanier onto Gloucester. Plan sheets from the design documents are attached.

The proposed improvements also include the widening of Gloucester Street to accommodate an additional left turn lane from Gloucester onto U.S. Hwy 17 northbound. The intent of this additional turn lane is to prevent turning vehicles from queuing past Lanier Blvd and blocking the intersection. The widening would also allow the turn lane from Hwy 17 southbound onto Gloucester to remain as a free-flowing lane and not require yield control. GDOT will complete the traffic and pedestrian signal design and improvements associated with the additional turn lane at Hwy 17.

There are also additional minor improvements included at Macon Avenue and the frontage road access onto Gloucester Street.

A pedestrian crosswalk with rectangular rapid flashing beacons is also proposed for the area between Lanier Blvd and Macon Ave. However, because additional GDOT permitting is required for the crosswalk, the crosswalk design is not included in the roadway design scope. The crosswalk design is still in progress, but the roadway design has been prioritized in an attempt to keep the schedule ahead of the planned resurfacing of Hwy 17 which is anticipated to take place in Spring 2023.

Zach Puckett is Pond's project manager for this project. He will join the commission meeting virtually to discuss the design and answer any questions from the commission.

BUDGET INFORMATION:

Mr. Puckett will provide an engineer's opinion of probable cost, and the final cost of the project will be determined at the time the project is bid.

OPTIONS:

1. No action required.

DEPARTMENT RECOMMENDATION ACTION:

DEPARTMENT: **Engineering & Public Works**

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

ADMINISTRATIVE COMMENTS:

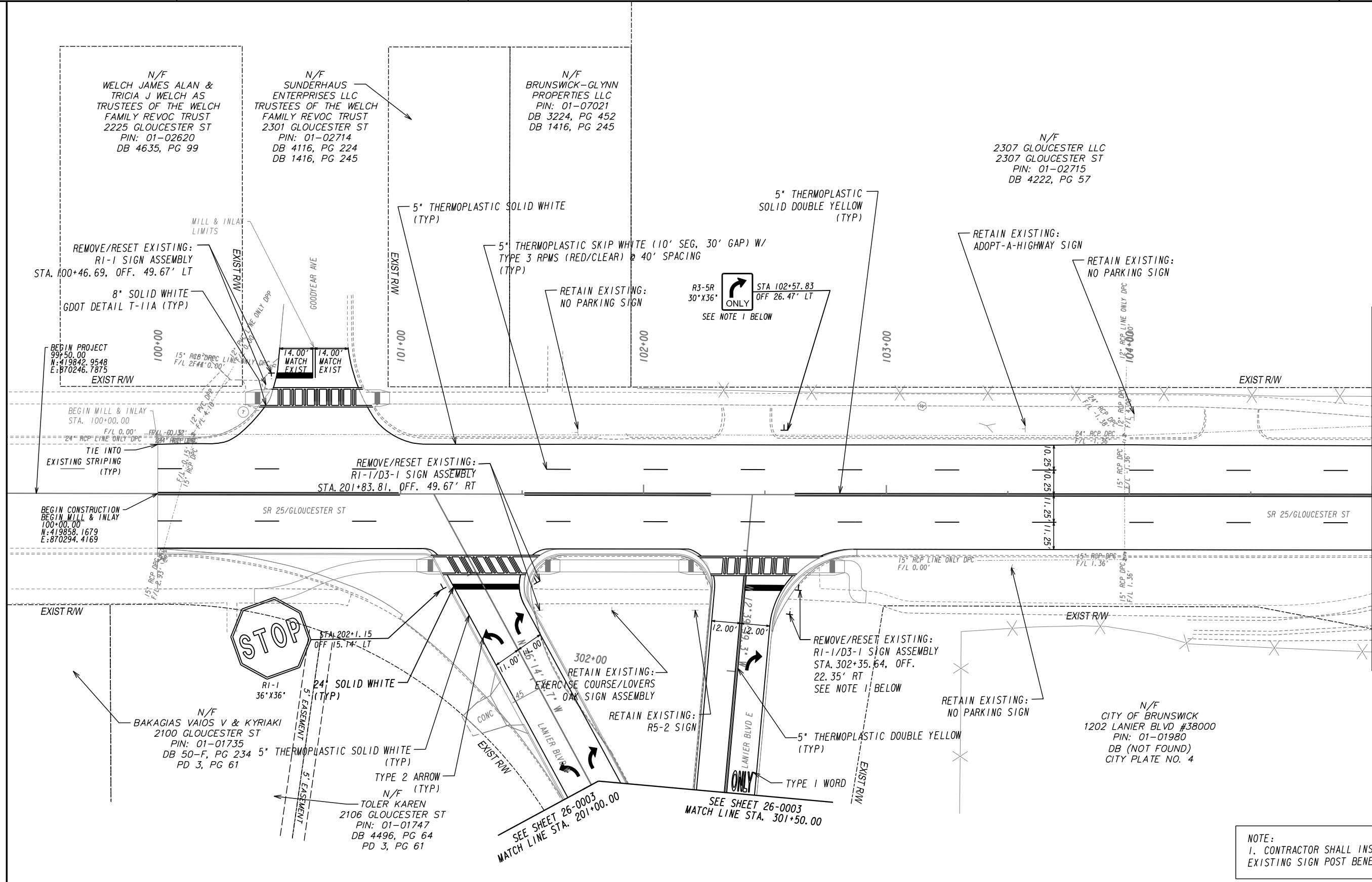
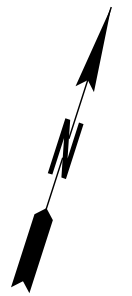
ADMINISTRATIVE RECOMMENDATION:

Regina M. McDuffie

City Manager

10/11/22

Date

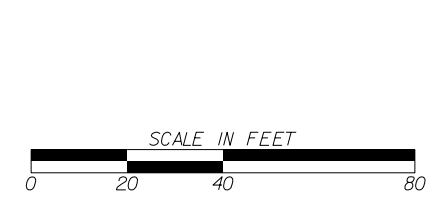


NOTE:
 1. CONTRACTOR SHALL INSTALL R3-2 (36"X36") TO EXISTING SIGN POST BENEATH EXISTING RI-1 SIGN.

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---/---
EASEMENT FOR CONSTR OF SLOPES	---/---
EASEMENT FOR CONSTR OF DRIVES	---/---

BEGIN LIMIT OF ACCESS.....BLA	---o---
END LIMIT OF ACCESS.....ELA	---o---
LIMIT OF ACCESS	---o---
REQ'D R/W & LIMIT OF ACCESS	---o---
TREE PROTECTION / LIMITS OF DISTURBANCE FENCING	---o---

POND
 Architects • Engineers • Planners



REVISION DATES	

SIGNING AND MARKING PLANS SR 25/GLOUCESTER STREET CORRIDOR IMPROVEMENTS		CHECKED:	DATE:	DRAWING No.
		BACKCHECKED:	DATE:	26-0001
CORRECTED:	DATE:			
VERIFIED:	DATE:			

N/F
2307 GLOUCESTER LLC
2307 GLOUCESTER ST
PIN: 01-02715
DB 4222, PG 57

N/F
JAMES D MOORE
PIN: 01-02692
DB 4Y, PG 155-156

REQ'D 38 SY THERMOPLASTIC STRIPING, WHITE DETAIL 'C'

5" THERMOPLASTIC SOLID DOUBLE YELLOW (TYP)

REMOVE/RESET EXISTING:
R1-1/D3-1 SIGN ASSEMBLY
STA. 106+3.41, OFF. 55.13' LT

REQ'D 43 SY THERMOPLASTIC STRIPING, WHITE DETAIL 'C'

RETAIN EXISTING:
D3-1 SIGN ASSEMBLY

REQ'D 52 SY THERMOPLASTIC STRIPING, WHITE DETAIL 'C'

RETAIN EXISTING:
R1-1 SIGN

REQ'D 58 SY THERMOPLASTIC STRIPING, WHITE DETAIL 'C'

REQ'D 66 SY THERMOPLASTIC STRIPING, WHITE DETAIL 'C'

REQ'D 111 SY THERMOPLASTIC STRIPING, WHITE DETAIL 'A'

RETAIN EXISTING:
R5-1 SIGN

RETAIN EXISTING:
R6-1 SIGN ASSEMBLY

TYPE 3 ARROW

TYPE 2 ARROW (TYP)

5" THERMOPLASTIC SOLID YELLOW (TYP)

5" THERMOPLASTIC SKIP YELLOW (2' SEG, 6' GAP) (TYP)

N/F
CITY OF BRUNSWICK
1202 LANIER BLVD #38000
PIN: 01-01980
DB (NOT FOUND)
CITY PLATE NO. 4

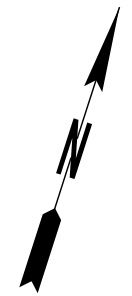
5" THERMOPLASTIC SOLID WHITE W/TYPE 3 RPMS (RED/CLEAR) @ 20' SPACING (TYP)

5" THERMOPLASTIC SOLID WHITE (TYP)

5" THERMOPLASTIC SKIP WHITE (2' SEG, 6' GAP) (TYP)

REQ'D 63 SY THERMOPLASTIC STRIPING, WHITE DETAIL 'A'

5" THERMOPLASTIC SKIP WHITE (10' SEG, 30' GAP) W/TYPE 3 RPMS (RED/CLEAR) @ 40' SPACING (TYP)



MATCH LINE STA. 105+00.00
SEE SHEET 26-0001

END PROJECT
STA. 111+00.00
N: 870339.2451
E: 420191.6824

END CONSTRUCTION
STA. 110+89.27
N: 870339.2451
E: 420191.6824

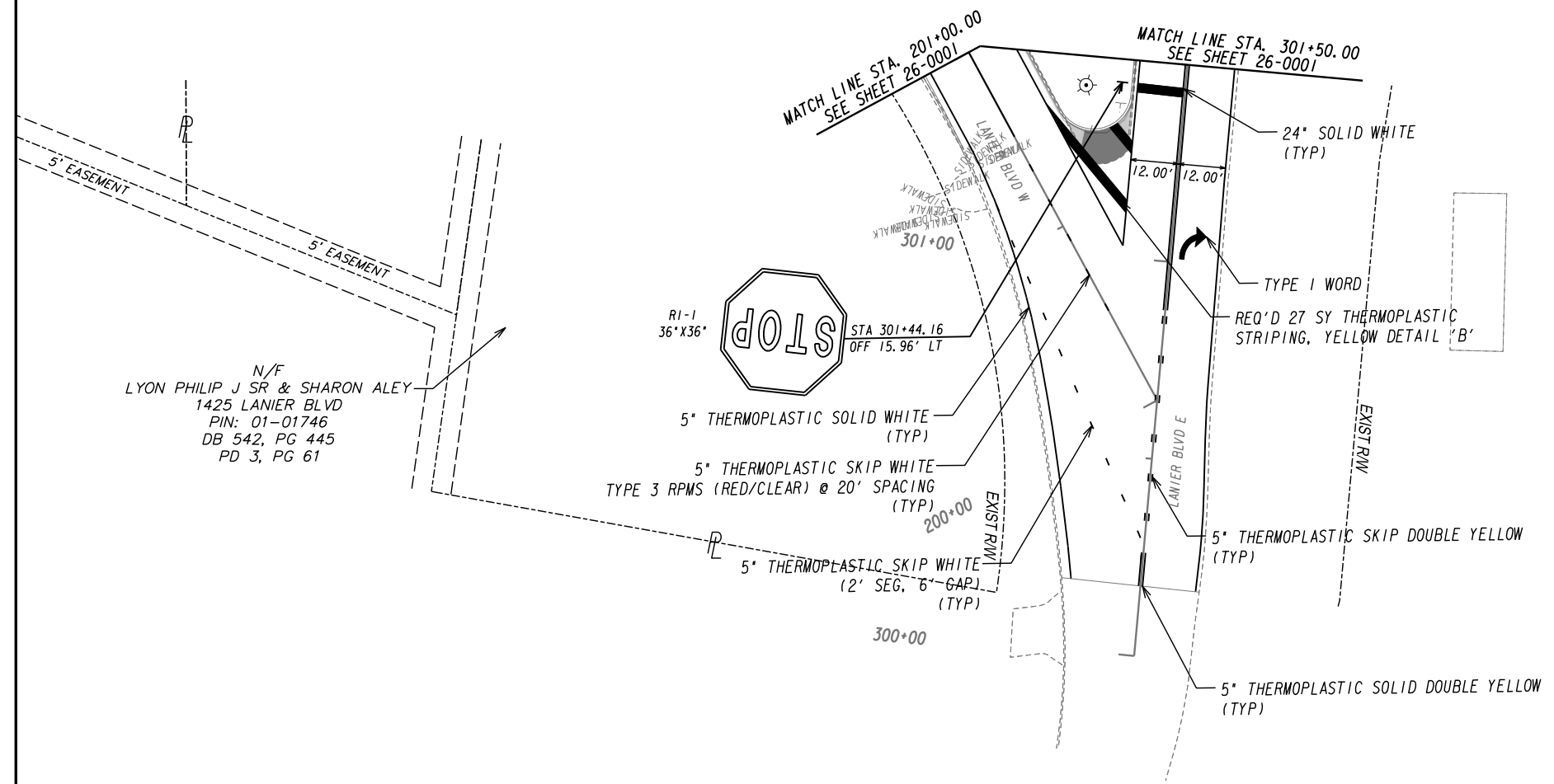
PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨
EASEMENT FOR CONSTR OF SLOPES	▨
EASEMENT FOR CONSTR OF DRIVES	▨

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
LIMIT OF ACCESS	---
REQ'D R/W & LIMIT OF ACCESS	---
TREE PROTECTION / LIMITS OF DISTURBANCE FENCING	●



REVISION DATES	

SIGNING AND MARKING PLANS SR 25/GLOUCESTER STREET		CHECKED:	DATE:	DRAWING No. 26-0002
		BACKCHECKED:	DATE:	
		CORRECTED:	DATE:	
		VERIFIED:	DATE:	

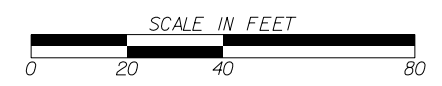


N/F
LYON PHILIP J SR & SHARON ALEY
1425 LANIER BLVD
PIN: 01-01746
DB 542, PG 445
PD 3, PG 61

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

-----E-----
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

TREE PROTECTION / LIMITS OF
DISTURBANCE FENCING



REVISION DATES	

SIGNING AND MARKING PLANS SR 25/GLOUCESTER STREET			
CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	
DRAWING No.			26-0003



SUBJECT: Transit Program Update

COMMISSION ACTION REQUESTED ON: October 19, 2022

PURPOSE: Provide an informational update to the City Commission on the development of a public transit program for the City of Brunswick.

HISTORY: Staff has been working with consultants from WRA since November 2020 to develop and plan for a public transit system for Brunswick. Jim Ritchey with WRA will provide a PowerPoint presentation to update the City Commission on progress.

FACTS AND ISSUES:

BUDGET INFORMATION: N/A

OPTIONS:

DEPARTMENT RECOMMENDATION ACTION:

- Informational update only
-

DEPARTMENT: PDC

Prepared by: John Hunter, Director

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Regina M. McDuffie

City Manager

10/11/22

Date



Subject: Urbana Perry Park Neighborhood Assembly

Brief summary of what you will address the Commission on:

To share with our elected city officials issues and concerns of Urbana Perry Park neighbors.

Anita Collins

1602 Tillman Avenue
Brunswick, GA 31520

912.996.1463

and

William Kitts

Niles Avenue

Brunswick, GA 31520

404.856.9769

Meeting Date: 10/19/2022



Subject: Hand in Hand of Glynn's tiny house program for Glynn County's chronically homeless

Brief summary of what you will address the Commission on:

Hand in Hand of Glynn will give an update on the progress of construction, describe the program and services available on the campus and answer any questions.

Name: Linda Heagy

Address 4621 Altama Ave.

Brunswick, Ga. 31520

Phone Number: (912) 217-9507

Meeting Date: October 19, 2022



SUBJECT: LOVER'S OAK NEW SIGNAGE AND PARKING

COMMISSION ACTION REQUESTED ON: October 19, 2022

PURPOSE:

The City Commission is asked to support the update of the signage at Lover's Oak and designation of parking nearby on the street.

HISTORY:

The Lover's Oak is located at the intersection of Albany and Prince Streets in Historic Downtown Brunswick. According to local legend, Native American braves and their maidens met under the majestic spreading limbs of this enormous oak. The Oak is a favored site for visitors and tourist to our community.

As of 2005, the Lover's Oak was estimated to be 900 years old. The tree's trunk is about 13 feet in diameter and it branches into ten limbs measuring 12 to 30 inches in diameter.

FACTS AND ISSUES: The new signage will provide information about the history, lore and ecology of Lover's Oak. The parking designation will direct visitors to park on the street rather than in the median. See attached New Signage and Parking Plan for additional information.

The proposed depiction of the interpretive signage for Lover's Oak and the ecology information is attached.

BUDGET INFORMATION: The project is fully funded by the Lover's Oak fund held by Golden Isles Fund for Trees (GIFT).

OPTIONS:

1. Information only. No action warranted.
 2. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Information only.

DEPARTMENT: City Manager

Prepared by: Regina M. McDuffie, City Manager

ADMINISTRATIVE COMMENTS:

The project has been reviewed and approved by the Tree Board. The new signage is a great addition to the location and definitely enhance the tree's presence.

ADMINISTRATIVE RECOMMENDATION:

Information only.

Regina M. McDuffie

City Manager

10/11/22

Date

PLAN FOR LOVERS OAK NEW SIGNAGE AND PARKING

Sponsored by Golden Isles Fund for Trees





Project Goals

- To provide information about the history, lore and ecology of Lovers Oak
- To direct visitors to parking on street rather than in the median
- To encourage visitors to visit the tree from the Albany Street median (south side) rather than walking in traffic at the intersection with Prince Street
- To better organize the signage and make it compatible with the Signature Squares signage

Project is fully funded by the Lovers Oak fund held by GIFT

Proposed Features

- Install "Lovers Oak" sign on North Side
- Install Two Interpretive Signs on South Side
 - History
 - Ecology
- Mark a designated "Tree Visitor" parking space on Albany Street south of 825 Albany
- Relocate 1987 National Arborists Association Sign
- Install Selfie Stand for photos

Interpretive Signs

Lover's Oak

Lover's Oak is one of the oldest trees in Georgia and the oldest tree in the city of Brunswick. The sprawling live oak's true age is unknown, but estimates place the tree at between 350 and 900 years old. It was measured at 35.01 feet in diameter in 2017. The tree was recognized and preserved early in the city's history for its massive split trunk and wide canopy that provides shade on hot summer days. Its 10 limbs measuring up to nearly 3 feet each in diameter created a gathering place prior to the 19th century construction of Prince and Albany streets as dictated by the plans drawn by Georgia's founder James Oglethorpe in 1771.

THE ALLURE OF THE GIANT OF THE FOREST

Legend suggests Lover's Oak has been attracting people, especially those with romantic interests, to its climbable branches and shady canopy for generations. As early as 1852, a visitor to the city wrote in the local newspaper, *The Brunswick Advertiser and Appeal*, that Lover's Oak was "a patriarch among trees under which tradition says that Oglethorpe once held council with the Indians here," referring to lore that suggests Georgia's founder once met there with Native Americans in the area.

But it was not only local publications that took note of the magnificent "giant of the forest." In January 1888, a touring reporter from Macon, Georgia described in the *Weekly Telegraph*:

"Here was probably the trysting tree of many generations of dusky youths and maidens, and now it is still the favorite resort of young lovers. Could that old tree but talk, how many a true love tale of ardent woo and blighted truth could it make known."

In June 1889, a reporter from the *Weekly News and Advertiser* in Albany, Georgia, noted that the city of Brunswick had enclosed the base of the tree with an iron fence and made desecration of the tree a crime. "... and on picnic occasions I have known more than 100 people perched among the limbs," the author wrote.

THE LEGEND OF LOVER'S OAK

The name Lover's Oak is rooted in Native American. The same article in the *Weekly News and Advertiser* presented the Native American legend that gives Lover's Oak its name: A young man, Netowah, more interested in peace with nature than becoming a warrior, was captivated by Minnie Wassie, the beautiful daughter of the chief of a warrior tribe, and she with him. Their love was not condoned by Minnie Wassie's father and their lives came to a bloody end beneath the sprawling branches of Lover's Oak, giving the tree its name. The most complete telling of the legend appeared in the *Albany Weekly News and Advertiser* in 1889 and was passed down by an old man who claimed to have been told the story by a Native American woman who witnessed it firsthand. Scan the QR code to read the legend.

A COMMEMORATIVE SPOON DEPICTING LOVER'S OAK

Golden Isles Fund for Trees (GIFT) is *La volonte nonnulla ad mod exiliquis ad magnitatur mi, ut omnis commula patur aut trefat mi, id magnis magnitatis eos cossiam alique con cum quidam eosum fugias corem. Omniciditer nonz volorum fugias sum fugiam que dolupta barecus re sine sarchillitate volorporos pro magnimpe cus et qui utitur maia et quam, tessera omno tempore ssmagni atibus allitata latitumpunt eos solos sam as*

Live Oak

quercus virginiana

The live oak tree is the most recognizable tree species in the coastal Georgia tree canopy. Botanical name *quercus virginiana*, the live oak is the state tree of Georgia and is found only in the coastal regions of the southern states from Texas to Virginia.

The live oak of Coastal Georgia is characterized by its glossy dark green narrow leaves, large sweeping limbs and shallow, wide root plate that extends from a short, wide trunk. Often, the width of the branch spread exceeds the height. This allows the tree to be firmly anchored against seasonal storms and hurricanes. Live oaks are evergreen, can dominate acres of area, and tend to grow in clumps or family groups. The large mature live oaks found in the yards of homes within a block of Lover's Oak are evidence of a fine, mature family grouping.

"Live oak has served humans and animals as food, fuel, lumber, chemicals, and shade. Live oak is symbolic of history, survival, struggle, and resilience. Today, live oak represents both an ecological and a cultural heritage. The mystic feelings and grandeur of the Spanish moss-draped, monstrous live oak is an emblem of both the old and new South. Live oak was selected to represent the State of Georgia as its state tree."

DR. DAN CEBER, BRUNSWICK SCHOOL OF FORESTRY, UNIVERSITY OF GEORGIA

AN ECOSYSTEM ALL ITS OWN

Spanish moss and resurrection fern are two epiphytes that make their home on the Live Oak, living off the moisture and nutrients provided by the surface bark.

Spanish Moss is neither Spanish nor moss. Botanical name *tillandsia usneoides*, the plant is a bromeliad related to the pineapple. The sweeping trails of Spanish Moss on Live Oaks are an iconic symbol of the landscape of the Deep South.

Resurrection Fern is found on the limbs of mature Live Oak trees. Botanical name *polypodium polypodioides*, it shrivels up and turns brown during dry periods. When it rains, the plant recovers the moisture it needs and is "resurrected," turning a glossy, dark green.

RESURRECTION FERN (*polypodium polypodioides*), ABOVE, AND A MICROSCOPIC VIEW OF ITS LEAF STRUCTURE, LEFT.

SPANISH MOSS (*tillandsia usneoides*)

Golden Isles Fund for Trees (GIFT) is dedicated to enhancing and preserving the magnificent coastal tree canopy in Glynn County through tree planting, education and advocacy. Founded in 2015, GIFT is honored to support the City of Brunswick in its stewardship of Lovers Oak. This effort would not be possible without the generous support and commitment of Sandra Craft Colbard and Ernest Craft.

“Tree Visitor” Parking

Designated Parking South of
825 Albany Street Driveway

Using the Current Lovers Oak
Sign and Post and Adding

“Tree Visitor Parking”



Relocate 1987 Sign
commemorating the 200th
Anniversary of the US
Constitution to the South Side



Place an identifying sign
similar to the Signature
Squares sign on the North
Side of Lovers Oak



Area Map



Lovers Oak Sign



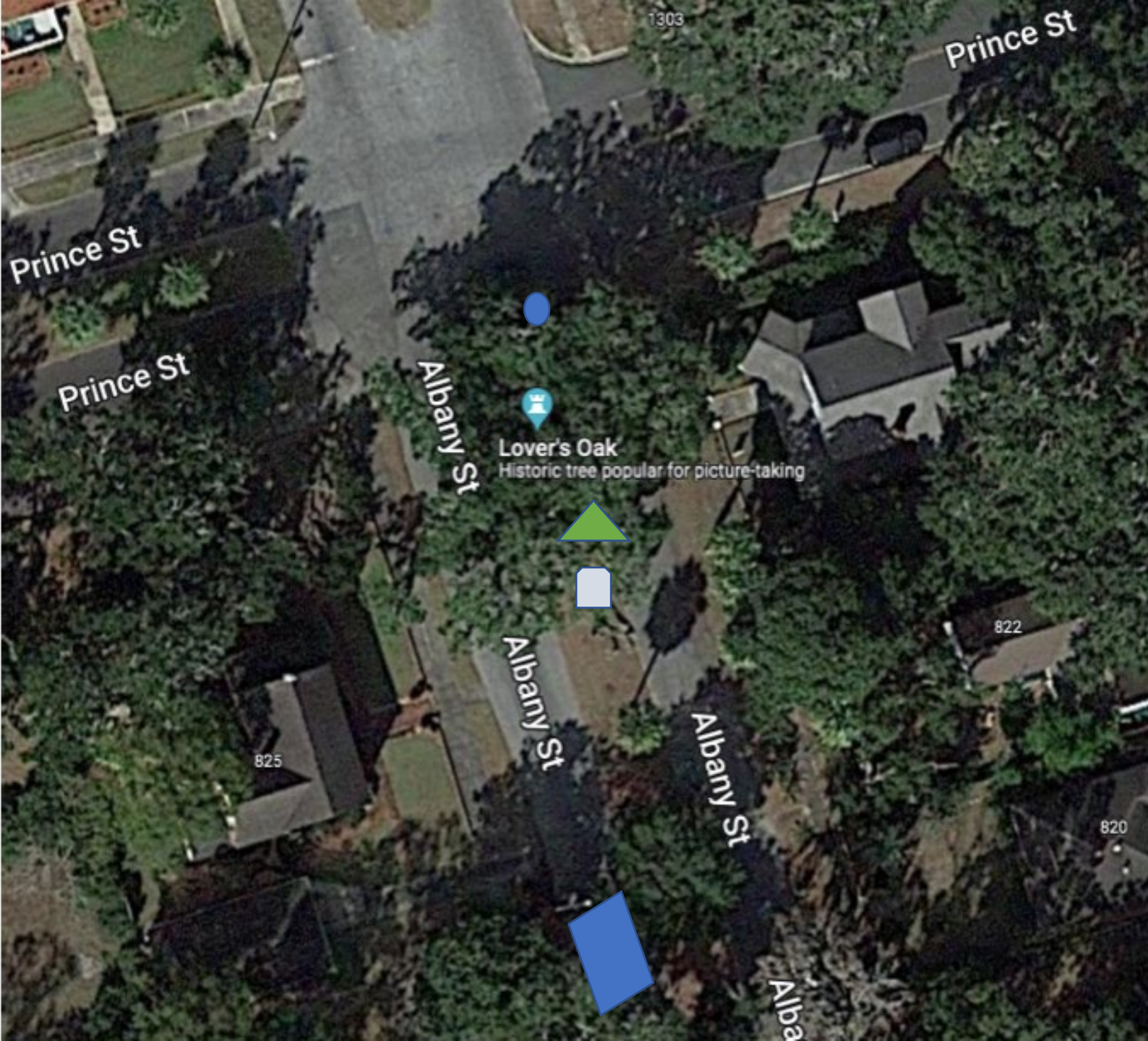
Interpretive Signage



1987 Arborists Marker



Visitor Parking



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Golden Isles Fund for Trees (GIFT) is a 501(c)(3) non-profit organization. Our mission is to protect, preserve and enhance the natural resources of the Golden Isles of Georgia. We are committed to the preservation of our trees and the environment for future generations.



Live Oak

quercus virginiana

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—DR. KIM CODER, WARNELL SCHOOL OF FORESTRY, UNIVERSITY OF GEORGIA



RESURRECTION FERN (*pleopeltis polypodioides*), ABOVE, AND A MICROSCOPIC VIEW OF ITS LEAF STRUCTURE, LEFT.



SPANISH MOSS (*tillandsia useneoides*)

AN ECOSYSTEM ALL ITS OWN

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Parks Improvement Plan

Goodyear Park Update

CITY OF BRUNSWICK 2022

City Parks should be...

Welcoming...



Exciting...



Engaging...



Goodyear Park – Current Condition



Goodyear Park - Assessment

Goodyear Park	Equipment Present	Repairs Needed	Improvements Recommended
Location: 2209 Parkwood Dr. Acreage: 3.25 acres	Fenced in double tennis court with two bench seats	None	
	2 play areas with slides and climbing toys.	Remove graffiti from play equipment	
	One old swing set.	Remove and/or replace aged swing set. There is one post broken and the hardware is old and rusted.	Replace swing set.
	3 picnic tables with seats	Tables have a plastic coating that is peeling away	Replace worn components; refurbish if possible
	3 wooden bench seats	None	Repaint as needed
			Fitness court and maze need to do layout. Outline additional features. Hospital will participate. Shade covering over playground. Pavilion addition on concrete slab or place near tennis court area. Grill added if pavilion. Add lighting.

Goodyear Park – Recommended Improvements

- ▶ Replace swing set beside the trees for safety risk
- ▶ Add Fitness Court and Recreational Maze
- ▶ Construct 12 x 12 pavilion
- ▶ Install Shade over playsets
- ▶ Replace Picnic tables, grills and benches
- ▶ Improve lighting to enhance play / activity areas
- ▶ Remove trees as needed for safety and to expand open areas

- ▶ **Estimated Cost - \$50,000 plus**
- ▶ **Fitness Court Budget - \$160,000**

Innovative Recreational Activities

Fitness Court



Recreational Maze



Improvement Benefits



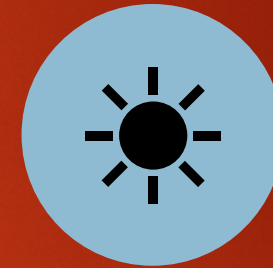
INCREASE OUTDOOR
RECREATION
OPPORTUNITIES



EXTENSIVE FITNESS
TRAINING PLATFORM



UPGRADED
AMENITIES FOR PARK
USE



RELAXING
ENVIRONMENT

Community Partners...

Georgia
Pacific

College of
Coastal
Georgia

Keep Golden
Isles Beautiful

Southeast
Georgia
Health Systems

Labyrinth
Design
Committee

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, OCTOBER 5, 2022
AT 6:00 P.M.**

**1229 NEWCASTLE STREET, 2nd FLOOR
&**

STREAMED LIVE AT THE BELOW WEB ADDRESS:

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

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

CALL TO ORDER: Mayor Johnson - *meeting began at 6:00 p.m.*

INVOCATION: Mayor Johnson

ADDENDUM(S) TO AGENDA

Commissioner Rolle made a motion to defer agenda item number 5 – “Consider Approval of Rezoning Petition No. 22-04; from Hunter, Maclean, Exley & Dunn, PC, Agent, Petitioning to Rezone 50 Faith Avenue to Conservation-Preservation (CP) from R9 One-Family Residential (R9). until October 19, 2022 commission meeting; seconded by Commissioner Martin. Motion passed unanimously.

APPROVAL OF AGENDA

1. Adoption of October 5, 2022 Regular Meeting Agenda.

Commissioner Martin made a motion to adopt the above-referenced agenda with addendum referenced-above; seconded Commissioner Cason. Motion passed unanimously.

PUBLIC COMMENT

2.

- I. Edward Gornto III to Address Commission Regarding the Proposed Urban Camping Ordinance and The Well.
- II. Jenna Kennedy read correspondence on behalf of Wright Culpepper in his absence regarding the proposed Urban Camping ordinance and The Well.

PUBLIC HEARING(S) – LAND USE

3. Consider Approval of Rezoning Petition No. 22-03; from Maritime Homes, LLC Agent, Petitioning to Rezone 3210 Glynn Avenue and 3302 Glynn Avenue from HC, MH, GR & CP to PD-G. (*J. Hunter*)

Planning, Development and Codes Director John Hunter gave an overview of the above-referenced petition. He reported staff recommends in favor of granting the requested rezoning with the following conditions:

1. A 50% site plan be reviewed and approved by the PAC.
2. A 90% site plan be reviewed by the PAC and approved by the City Commission.
3. Any demolition of structures or removal of trailers from the site be allowed, but that no other activity beyond underbrush clearing may take place before 90% site plan approval by the City Commission.

He further stated that the Planning and Appeals Commission recommended approval with staff's recommended conditions referenced-above and with the added condition that the alcohol

exemptions on Page 3 of the PD text, Section C3 and C4 be removed.
Brian Hunt, Project Manager, Roberts Civil Engineering answered questions from the Commission.

Mayor Johnson opened public hearing for anyone wanting to speak in favor or opposition of the above-referenced rezoning.

The following individuals addressed the commission:

- I. Rhonda DeCrescenzo, 306 Marshview Circle Dr.– concerns were traffic & flooding.
- II. Hal Hart, 106 Talahi Island Lane – concerns was traffic/traffic study.
- III. Alice Keyes, 1210 Magnolia Ave. Oppose
- IV. Mary McFadden, 405 Marshview Circle Dr. Oppose
- V. Greg Smith, 408 Marshview Circle Dr. Oppose
- VI. Starling Sutton, 801 Albany St. In Favor
- VII. Jim Bishop In Favor

Commission to postponed acting on the above-referenced item until adoption consideration for The annexation ordinance (agenda item number 14 below) was completed.

*Commissioner Martin made a motion to approve the above-referenced rezoning with conditions recommended by staff and the Planning and Appeals Commission; seconded by Commissioner Cason. Motion passed unanimously.

- 4. Annexation Petition No. 22-01; from Sean Kasper, Administrator of the Estate of Mary Elizabeth Harrod, Owner, Petitioning to Annex a Portion of One Parcel of Land (**10.11 Acres**) (Located at 3210 Glynn Avenue) into the City of Brunswick

&

Island View Partners LLC, Owner, is Petitioning to Annex a Portion of One Parcel of Land (**.034 Acres**) (Located at 3302 Glynn Avenue) into the City of Brunswick. *(J. Hunter)*

Planning, Development and Codes Director John Hunter gave an overview of the above-referenced annexation petition. He reported staff and the Planning and Appeals commission recommends in favor of granting the requested annexation.

Mayor Johnson opened public hearing for anyone wanting to speak in favor or opposition of the above-referenced rezoning.

The following individuals addressed the commission:

- I. Hal Hart, 106 Talahi Island Lane – questioned if traffic study was done
- II. Brian Hunt, Project Manager, Roberts Civil Engineering explained why traffic study was at the discretion of Planning, Development and Codes Director John Hunter
- III. Alice Keyes, 1210 Magnolia Ave. Oppose

**Annexation to be considered for adoption under item number 14 below.*

- 5. Consider Approval of Rezoning Petition No. 22-04; from Hunter, Maclean, Exley & Dunn, PC, Agent, Petitioning to Rezone 50 Faith Avenue to Conservation-Preservation (CP) from R9 One-Family Residential (R9). *(J. Hunter)*

**The above-referenced item was deferred until October 19, 2022 commission meeting.*

PUBLIC HEARING(S) – ALCOHOL LICENSE VIOLATION (A. Brown)

6.

Name of Business	Business Owner/Manager	Business Address	Permit Type
In and Out AKA Give and Take	Owner: Mehulbhaj Dalal	1603 “L” Street	Retail sales of beer and wine

Deputy Marshal Brown reported on September 4, 2022 incident at the above-referenced business located at 1603 “L” Street regarding gunshots.

Owner, Mehulbhaj Dalal addressed commission regarding incident.

Following questions:

Mayor Johnson opened floor to anyone wanting to address the commission regarding the above referenced violation.

- 1) William Kitts, Chairman of Urban Perry Park Neighborhood Assembly stated the area has seven alcohol establishment within Urban Perry Park Neighborhood Assembly boundaries, he further stated residents in the area have complained about the loitering and drug activity in the area. He suggested the business owner change the inventory of what is sold other than alcohol.
- 2) Anita Collins, Vice Chair of Urban Perry Park Neighborhood Assembly, explained the history of the individual’s loitering on the corner of Stonewall and “L” Street, stating the area has been a blight to the community for many years.
- 3) Starling Sutton, 801 Albany Street, stated the area has always been a problematic place to the community. He stated there has been several shootings at the establishment.

In was the consensus of the commission to discuss the above-referenced violation at a later date.

ITEM(S) TO BE CONSIDERED FOR APPROVAL

7. Consider Approval of September 21, 2022 Regular Scheduled Meeting Minutes and September 27, 2022 Emergency Special Called Meeting. (subject to any necessary changes.) (N. Atkinson)
Commissioner Martin made a motion to approve the above-referenced minutes; seconded by Commissioner Rolle. Motion passed unanimously.
8. Consider Approval of Financial Reports as of August 31, 2022. (K. Mills)
Commissioner Cason made a motion to approve the above-referenced reports as submitted; seconded by Commissioner Martin. Motion passed unanimously.
9. Consider Approval of Changes to the Back to Business Brunswick Program. (M. Hill)
Commissioner Martin made a motion to approve the above-referenced program with changes discussed; seconded by Commissioner Rolle. Motion passed unanimously.
10. Consider Approval of Agreement with Georgia Department of Natural Resources for West Brunswick Tide Control in the Amount of \$189,801. (G. Alberson)
Commissioner Cason made a motion to approve the above-referenced agreement; seconded by Commissioner Rolle. Motion passed unanimously.
11. Consider Approval of Agreement with Georgia Water and Environmental Services for Design and Permitting of Outfall and Drainage Improvements in the Amount of \$167,400. (G. Alberson)
Commissioner Cason made a motion to approve the above-referenced agreement; seconded by Commissioner Martin. Motion passed unanimously.
12. Consider Approval of Agreement with Insituform Technologies for the Installation of a Cured-in Place Pipe (CIPP) Liner in the Gloucester Street Storm Drainpipe at Mary Ross Waterfront Park in the Amount of \$177,803.30. (G. Alberson)

Commissioner Cason made a motion to approve the above-referenced agreement; seconded by Commissioner Martin. Motion passed unanimously.

POINT OF PRIVILEGE

Mayor Johnson thanked City Manager McDuffie and staff for the work/preparation for Hurricane Ian.

CITY ATTORNEY’S ITEM(S)

13. Consider Adoption of Proposed Ordinance No. 1075 ~ Urban Camping.

Commissioner Martin made a motion to adopt the above-referenced ordinance; seconded by Commissioner Cason. Motion passed unanimously.

14. Consider Adoption of Proposed Ordinance No. 1076 ~ Annexation. (*J. Hunter/B. Corry*)

Commissioner Martin made a motion to adopt the above-referenced ordinance; seconded by Commissioner Rolle. Motion passed unanimously.

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.

MEETING ADJOURNED – *meeting adjourned at 9:10 p.m.*

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

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



SUBJECT: ORANGE SQUARE – RESTROOM BUILDING

COMMISSION ACTION REQUESTED ON: October 19, 2022

PURPOSE:

Approval of a contract for construction of a new restroom and equipment building at Orange Square

HISTORY:

Orange Square is the one of the City’s largest active parks and is located along L Street between Union and Reynolds Streets. The park currently contains a basketball court and a playground.

FACTS AND ISSUES:

The City was awarded a Land and Water Conservation Fund (LWCF) grant for improvements at Orange Square including the splash pad, a restroom facility, picnic shelters, a new playground, and parking improvements. Improvements to the existing basketball court have already been completed as part of the project. A sketch of the proposed improvement layout is attached.

The proposed restroom will include two men’s and two women’s facilities with hand washing sinks and accessories such as paper dispensers, soap dispensers, and hand dryers. The building will be constructed of masonry block with concrete floor and metal roof. Plumbing fixtures shall be stainless steel. The construction of the building and fixtures is intended to maximize durability and minimize the maintenance and cleaning tasks associated with the restroom. The restroom building will be serviced by municipal water and sewer utilities.

The building will also include space for the pumps and other equipment associated with the operation of the splash pad. The pump room will be approximately 200 square feet and will have ventilation and air conditioning capacity necessary for the safe and reliable operation of the equipment. The room will be accessed by a nine-foot roll up door.

A request for proposals was published for the restroom building, and two responses were received. One response is from a local contractor, Miken Construction, in the amount of \$132,700. Their proposal is for on-site construction of the building. The other proposal received was from CXT corporation in the amount of \$238,535 for delivery and installation of a prefabricated building.

The Department recommends moving forward with the proposal from Miken Construction. If approved, the contractor is ready to begin construction within 30 days. Completion of the facility is scheduled within 100 days of commencement of construction.

BUDGET INFORMATION:

The LWCF grant will provide \$185,150 to the City towards completion of the Orange Square improvements. The City is required to match that amount which results in a total project budget of \$370,300. The City’s required matching funds will be paid from SPLOST VI funds designated for “Orange, Palmetto & Other Squares.”

The project budget includes \$145,000 for construction of the restroom and equipment building.

OPTIONS:

1. Authorize the Mayor to sign a contract with Miken Construction in the amount of \$132,700.00 for construction of a restroom and equipment building at Orange Square.
2. Do not authorize the Mayor to sign a contract with Miken Construction in the amount of \$132,700.00 for construction of a restroom and equipment building at Orange Square.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign a contract with Miken Construction in the amount of \$132,700.00 for construction of a restroom and equipment building at Orange Square.

DEPARTMENT: Engineering & Public Works

Prepared by: Tim Nelson, SPLOST and Capital Projects Manager

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign a contract with Miken Construction in the amount of \$132,700.00 for construction of a restroom and equipment building at Orange Square.

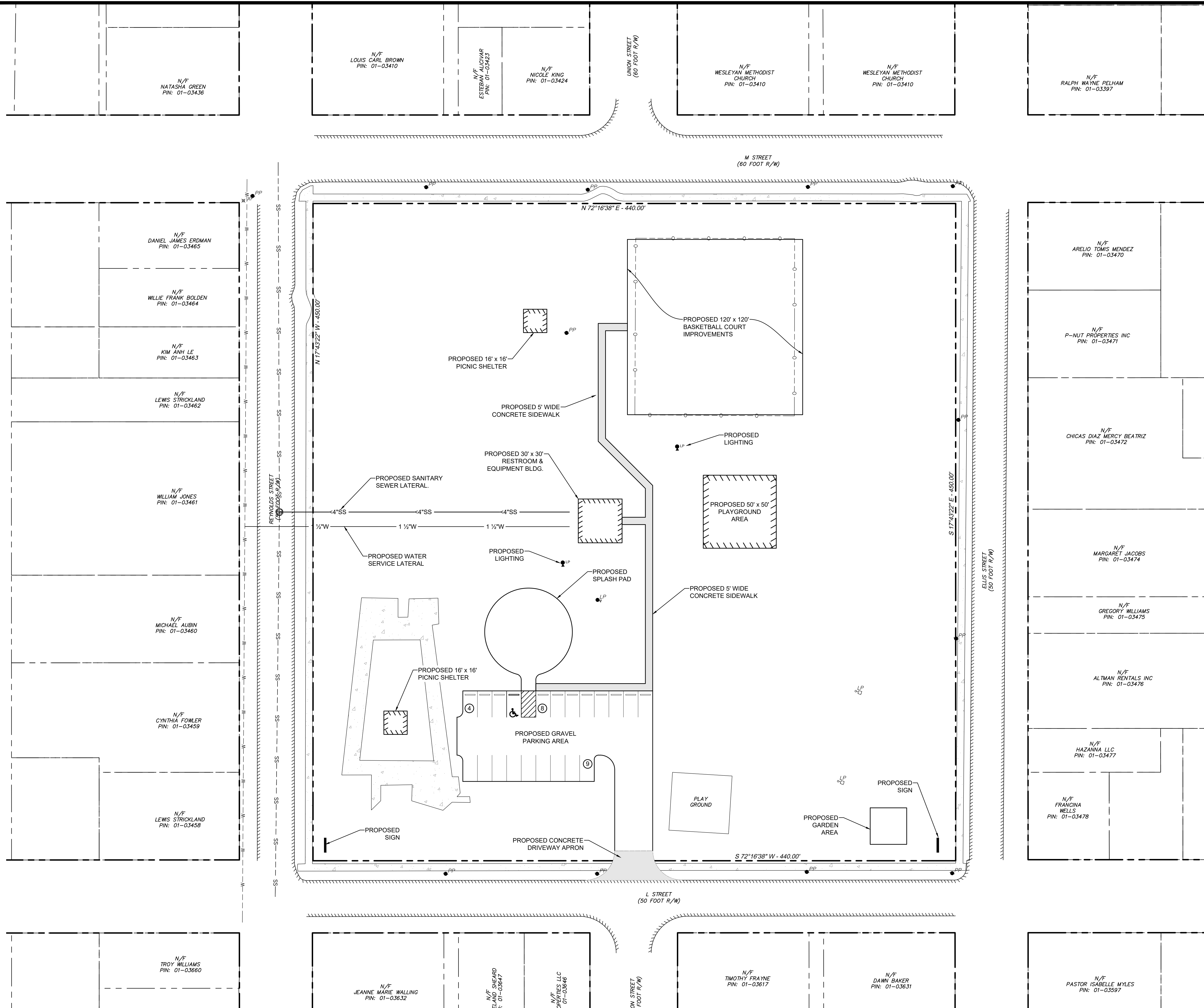
Regina M. McDuffie

City Manager

10/11/22

Date

C:\2021\21-5024 ORANGE SQUARE DWG\21-5024-C_B01.DWG 1/11/2022 11:58 AM



- NOTES:
1. SURVEY BOUNDARY INFORMATION SHOWN IS BASED ON A SURVEY PERFORMED BY EMC ENGINEERING SERVICES, INC DATED 8/20/2021.
 2. LOCATIONS OF PROPOSED IMPROVEMENTS WERE PROVIDED BY THE CITY OF BRUNSWICK.
 3. THE INTENT OF THIS DRAWING IS TO BE USED FOR GENERAL PROPOSED LOCATIONS AND NOT TO BE CONSIDERED AS CONSTRUCTION PLANS.
 4. LOCATIONS OF PUBLIC SANITARY SEWER AND WATER UTILITIES ARE BASED ON GIS INFORMATION PROVIDED BY THE BRUNSWICK GLYNN JOINT WATER AND SEWER COMMISSION.

NO.	REVISION DESCRIPTION	DATE

EMC ENGINEERING SERVICES, INC.
 504 Gloucester Street
 Brunswick, GA 31520
 Ph: (912) 253-7686
 Fax: (912) 253-7686
 brunswick@emc-eng.com
 www.emc-eng.com

CIVIL MARINE ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
 SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

GRAPHIC SCALE: 1" = 30'

PROPOSED PARK IMPROVEMENTS

ORANGE SQUARE
 26TH G.M. DISTRICT
 BRUNSWICK, GLYNN COUNTY, GEORGIA

Prepared for:
 CITY OF BRUNSWICK

N/F NATASHA GREEN PIN: 01-03436	N/F LOUIS CARL BROWN PIN: 01-03410	N/F ESTEBAN ALICIVAR PIN: 01-03423	N/F NICOLE KING PIN: 01-03424	N/F WESLEYAN METHODIST CHURCH PIN: 01-03410	N/F WESLEYAN METHODIST CHURCH PIN: 01-03410	N/F RALPH WAYNE PELHAM PIN: 01-03397
N/F DANIEL JAMES ERDMAN PIN: 01-03465	N/F WILLIE FRANK BOLDEN PIN: 01-03464	N/F KIM ANH LE PIN: 01-03463	N/F LEWIS STRICKLAND PIN: 01-03462	N/F WILLIAM JONES PIN: 01-03461	N/F MICHAEL AUBIN PIN: 01-03460	N/F CYNTHIA FOWLER PIN: 01-03459
N/F LEWIS STRICKLAND PIN: 01-03458	N/F TROY WILLIAMS PIN: 01-03660	N/F JEANNE MARIE WALLING PIN: 01-03632	N/F ELAND SHEARD PIN: 01-03647	N/F TIMOTHY FRAYNE PIN: 01-03617	N/F DANN BAKER PIN: 01-03631	N/F PASTOR ISABELLE MYLES PIN: 01-03597
N/F ARELIO TOMAS MENDEZ PIN: 01-03470	N/F P-NUT PROPERTIES INC PIN: 01-03471	N/F CHICAS DIAZ MERCY BEATRIZ PIN: 01-03472	N/F MARGARET JACOBS PIN: 01-03474	N/F GREGORY WILLIAMS PIN: 01-03475	N/F ALTMAN RENTALS INC PIN: 01-03476	N/F HAZANNA LLC PIN: 01-03477
N/F FRANCINA WELLS PIN: 01-03478	PROJECT NO.: 21-5024.70					
DRAWN BY: KBG						DESIGNED BY: KBG
SURVEYED BY: -						SURVEY DATE: -
CHECKED BY: JMM						SCALE: 1" = 30'
DATE: 01/11/2022						DATE: 01/11/2022

MIKEN CONSTRUCTION LLC

CONSTRUCTION AGREEMENT

FIXED CONTRACT AMOUNT

THIS AGREEMENT: **Made as of October 3, 2022:**

Between the Owner:

**City of Brunswick Public Works
PO Box 550
525 Lakewood Avenue
Brunswick, GA 31520
912-250-8755 tnelson@cityofbrunswick-ga.gov**

And the Contractor:

**Miken Construction LLC
1200 Glynn Avenue Suite 5
Brunswick, Georgia 31520
RLCO000668
912-261-8982 michael@cumberlandcontractors.com**

And the Project

**Orange Square Bathrooms
2216 Reynolds St.
Brunswick, GA 31520**

I. CONTRACT DOCUMENTS

The contract documents consist of this **Agreement, Architectural Plans that will be produced based on the plan submitted by Michael R. Thomas AIBD dated 7/29/2022 with the original proposal; The final drawings will be subject for approval prior to construction, Specifications Exhibit A dated 7/29/2022, Additional Specifications as outlined in an email to Mr. Tim Nelson dated 9/22/2022 and 9/30/2022, allowances, finish schedules, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties.** These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.

II. SCOPE OF WORK

The Owner agrees to purchase and the Contractor agrees to build the above mentioned structure and fixtures attached thereto in **Glynn County, Georgia** according to the construction documents, allowances, finish schedules, all addenda, change orders, modifications and specifications set forth in the specification booklet.

III. TIME OF COMPLETION

The approximate commencement date of the project shall be **(TBD)**. The approximate completion date of the project shall be **(within 100 Days)**; however any change orders and/or unusual weather might delay or otherwise affect the completion date.

IV. THE CONTRACT PRICE

The purchase price of the project shall be set at the sum of **One Hundred Thirty Two Thousand and Seven Hundred 00/00 Dollars, (\$132,700.00)** subject to additions and deductions pursuant to authorized change orders and allowances. Closing costs if any shall be paid by the Owner.

The Owner and the Contractor acknowledge that the Owner will pay a sum of **Five Thousand and 00/00 Dollars, (\$5,000.00)**, upon signing of this contract and before construction begins as a deposit and part of the purchase price of the project.

V. PROGRESS PAYMENTS

The Owner will make payments to the contractor pursuant to the attached construction draw schedule as work required by said schedule is satisfactorily completed. Owner shall make draw payments to contractor within **Seven** days after request by contractor. Should the owner fail to make payment, contractor may charge a penalty of **12 percent** annually upon the unpaid amount until paid.

If payment is not received by the Contractor within **(15)** days after delivery of payment demand for work satisfactorily completed, contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination. Termination by Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination.

VI. DUTIES OF THE CONTRACTOR

All work shall be in accordance to the provisions of the plans and specifications. All systems shall be in good working order.

All work shall be completed in a workman like manner, and shall comply with all applicable national, state and local building codes and laws.

All work shall be performed by licensed individuals to perform their said work, as outlined by law. All workmanship shall conform or exceed the guidelines found in the publication *Residential Construction Performance Guidelines for Professional Builders and Remodelers*, National Association of Home Builders, 2005. If an item is not covered in that publication, standard industry practice shall govern.

Contractor shall obtain all permits necessary for the work to be completed.

Contractor shall remove all construction debris and leave the project in a broom clean condition.

Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

VII. OWNER

The Owner shall communicate with subcontractors only through the Contractor.

The Owner will not assume any liability or responsibility, nor has control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.

VIII. CHANGE ORDERS AND FINISH SCHEDULES

A Change Order is any change to the original plans and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties. 50% of the cost of each change order will be paid prior to the change, with the final 50% paid upon completion of the change order. A **15.0%** margin shall be added to all change orders and overages in excess of initial allowances. Additional time needed to complete change orders shall be taken into consideration in the project completion date.

Completed Finish Selection Schedules shall be submitted to the Contractor as follows:

Schedule #1 N/A

Schedule #2 N/A

Any delays or changes in finish selection schedules will delay the projected completion date.

IX. INSURANCE

The Owner will keep in force a Builder's Risk Insurance Policy on the said property to protect both owner's and contractor's interest until construction is completed.

The Owner will purchase and maintain property insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.

The Contractor shall purchase and maintain needed Workman's Compensation and Liability insurance coverage as required by law and deemed necessary for his own protection.

X. GENERAL PROVISIONS

If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both.

XI. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

XII. ARBITRATION OF DISPUTES

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

XXIII. WARRANTY

At the completion of this project, Contractor shall execute an instrument to Owner warranting the project for **1 year** against defects in workmanship or materials utilized. The manufacturer's warranty will prevail. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after **3 years** beyond the completion of the project or cessation of work.

XIV. TERMINATION OF THE CONTRACT

Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.

In the event of a default by the Owner or Contractor, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.

In the case of a defaulting Owner, the Contractor may accept, at his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

XV. ATTORNEY FEES

In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

XVI. ACCEPTANCE AND OCCUPANCY

Upon completion, the project shall be inspected by the Owner and the Contractor, and any repairs necessary to comply with the contract documents shall be made by the Contractor.

The Owner shall not occupy the property until final payment has been received by the Contractor and a Certificate of Occupancy has been obtained.

Occupancy of the project by the Owner in violation of Article 16.2 shall constitute unconditional acceptance of the project and a waiver of any defects or uncompleted work.

WITNESS our hand and seal on this _____ day of October, 2022

Signed in the presence of:



Miken Construction Co. LLC

City of Brunswick GA

MIKEN CONSTRUCTION LLC

EXHIBIT A

August 29, 2022

Orange Square Bathrooms
2216 Reynolds Street
Brunswick, Georgia 31520

SPECIFICATIONS:

GENERAL NOTES:

1. All work shall be performed by licensed individuals to perform their said work, as outlined by law. All workmanship shall conform or exceed the guidelines found in the publication *Residential Construction Performance Guidelines for Professional Builders and Remodelers*, National Association of Home Builders, 2005. If an item is not covered in that publication, standard industry practice shall govern. If there is a conflict between the plan and specifications and this document, this document shall control.

1000 – PLANNING:

No permits are included

1100 – DEMOLITION

NIC (Not in Contract)

1200 – FOUNDATION

3000 PSI concrete to be used to pour a reinforced slab on grade. All exterior walls to be laid with split faced grey 8" blocks and filled solid with 3000 PSI concrete
All interior walls to be 6" or 8" concrete blocks including those walls separating the toilets.

1300 – FRAMING

All new framing will be of Southern Yellow Pine #2 or better lumber and installed as indicated on the plans.

1500 – EXTERIOR WINDOWS AND DOORS

Install three galvanized flush exterior metal doors as described in the RFP.

1600 – ELECTRICAL, PLUMBING AND HVAC

ELECTRICAL SYSTEMS

All wiring to be copper sized to meet the National Electric Code.

All wiring to be completed as per RFP

Fixtures to include three motion sensor controlled interior lighting and three daylight sensor exterior lights

Service will have the capacity to add air conditioning for the storage unit.

Installation of any splash pad equipment is not included

PLUMBING SYSTEMS

Install two handicap accessible Stainless Steel sinks and two handle faucets. *changed to auto shut off*

Install 3 floor mounted commercial toilets with hand operated flush valves and one urinal

HVAC SYSTEMS

NIC

1700 – FIREPLACES

NIC

1800 – ROOFING: WATER PROOFING

Install new 26G galvalume standing seam metal roofing

1900 – INSULATION AND DRYWALL

NIC

2000 – EXTERIOR VENEER

Install new aluminum fascia and vinyl soffit at all eaves

2100 – CABINETS AND COUNTERTOPS

NIC

2200 – INTERIOR TRIM AND STAIRS

Install ½" thick BC plywood with 1x2 battens for all ceilings

2300 – FLOOR COVERINGS:

NIC

2400 - CERAMIC TILE

NIC

2500 – PAINTING

Paint all interior surfaces of the bathrooms only and the doors with one coat of primer and two coats of finish paint using either Sherwin Williams or Benjamin Moore paint. No painting of the grey split faced block exterior is included.

2600 – WALLS, DOOR AND CLOSET HARDWARE

Install keyed exterior locks on all exterior doors and self-closing hardware on the bathroom doors.

2700 – BATH HARDWARE

Install all stainless steel accessory fixtures as described in the FRP.
Install 3 Phenolic bathroom doors and panels for the toilets

2800 – APPLIANCES

NIC

2900 – SITE IMPROVEMENTS

NIC

3000 - EXTERIOR AREAS AND FINISHES

NIC

3100 – SPECIALTY OPTIONS

NIC

Items not included

- **Landscaping or Final Grading**
- **Tree work**

Michael Thomas

From: Michael Thomas <michael@cumberlandcontractors.com>
Sent: Thursday, September 22, 2022 10:00 AM
To: Tim Nelson (tnelson@cityofbrunswick-ga.gov); galberson@cityofbrunswick-ga.gov
Cc: kennonamerson@gmail.com; Glenda T Davis (glenda@cumberlandcontractors.com)
Subject: Orange Square Bathrooms - Miken Construction

Mr. Nelson,

Per our conversation yesterday I am amending the proposal Miken Construction presented to you on August 29, 2022 as follows:

- Delete the 3/0 door in the Store Room and replace it with a lockable 104"x 94" Nautilus Security White Shutter (see enclosed information)
To be located on the front of the building instead of the side. I believe there are other colors available if you would prefer not to have white.
- Add a 16"h x 24"w (RO) fixed tempered storefront window in each bathroom
- Add a 16"x 24" vent with a custom made security grill attached to the back on the back to accommodate a future window style air conditioner on the back side of the store room.
- Add a roof vent over the store room.
- Change the plywood ceiling in the bathrooms to be 3/8" Hardiboard or similar.

The cost to execute the above mentioned changes will be \$7630.00, bringing our total bid to be \$132,025.00

Thank you very much for the opportunity and I look forward to hearing back from you soon.

Michael Thomas

Michael Thomas
Cumberland Contractors Inc.
1200 Glynn Avenue Suite 5
Brunswick, Georgia 31520
O. 912-261-8982
F. 912-261-9995
C. 912-223-0941

Tim Nelson

From: Michael Thomas <michael@cumberlandcontractors.com>
Sent: Friday, September 30, 2022 12:03 PM
To: Tim Nelson
Cc: kennonamerson@gmail.com
Subject: Orange Square Bathrooms

Tim,

Per your request we are changing the lavatory faucets in the bathrooms to be Sloan Sensor Single Hole faucets in polished chrome #SF2450-4. The extra cost to effect this change will be \$675.00.

Please confirm this change and I will send you a revised contract.

Thanks, Michael Thomas - Miken Construction

Michael Thomas
Cumberland Contractors Inc.
1200 Glynn Avenue Suite 5
Brunswick, Georgia 31520
O. 912-261-8982
F. 912-261-9995
C. 912-223-0941



SUBJECT: Reorganization of the Fire Department

COMMISSION ACTION REQUESTED ON: October 19, 2022

PURPOSE: To facilitate a reorganization of the Brunswick Fire Department by adding nine (9) positions and developing a career advancement schedule to create a solid foundation on which to build the future of this valuable public safety entity.

HISTORY: In recent years, the needs and demands of public safety professionals has risen. However, the staffing and overall quality of the Brunswick Fire Department has not kept pace with industry changes. As a result, Brunswick Fire Department has had to fill deficiencies with excessive overtime which results in elevated spending, employee burnout, and retention issues. In addition, we now find ourselves in jeopardy of losing our coveted ISO Class 1 rating. These adjustments are necessary to meet the needs of our community, improve the overall quality of the Brunswick Fire Department, and maintain our ISO Class 1 rating.

FACTS AND ISSUES: The department currently has forty-five (45) authorized positions; the new organizational structure will include fifty-four (54) positions. During our most recent ISO Audit, one of our lowest scores was personnel. Shoring up personnel is the most reasonable and actionable way for us to secure our rating both now and in the future. Additionally, employees have no clear direction regarding promotions within the organization and what incentives they would receive as they dedicate themselves to this department. With the restructuring and reorganization, we are addressing this issue with a clear and concise Career Track for all personnel within the department which will reduce frustration, decrease turnover, and increase standout talent and growth within our department. Another key feature of the fire service is community risk reduction. This restructuring includes additional Fire and Life Safety Division personnel who are tasked with community outreach, risk reduction, and education of our citizens especially those at high-risk. Additional personnel is also needed to properly staff the new aerial truck.

BUDGET INFORMATION: See attached schedule for current fiscal year impact. Funding for the current year will be from the city's fund balance.

OPTIONS:

1. Approve the reorganization of the Fire Department as presented.
 2. Approve the reorganization with recommended modifications from the commission.
 3. Do not approve the reorganization of the Fire Department.
 4. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Approve the reorganization of the Fire Department as presented.

DEPARTMENT: Brunswick Fire Department

Prepared by: Laurence Cargile, Interim Assistant Fire Chief

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Approve the reorganization of the Fire Department as presented.

Regina M. McDuffie

City Manager

10/4/22

Date

BRUNSWICK FIRE DEPARTMENT

PROPOSAL ADDITIONAL PERSONNEL FOR OPERATIONAL RESTRUCTURING

CURRENT APPROVED		PROPOSED APPROVED	
POSITION	QTY.	POSITION	QTY
Fire Chief	1	Fire Chief	1
Asst. Fire Chief	1	Asst. Fire Chief	2
Deputy Chief	3	Battalion Chief	3
Admin Sp.	1	Admin Sp.	1
Captain	6	Captain	6
Lieutenant	3	Lieutenant	6
Engineer	9	Engineer	12
Inspector	2	Inspector	3
Firefighter/RD	19	Firefighter/RD	18
Total positions: 45		Training Officer	1
		EMA Coordinator	1
		Total Positions: 54	

* Upstaffing required for newly purchased Tower Truck per NFPA & GFSTC guidelines and ISO

** Deputy Chief title changed to Battalion Chief

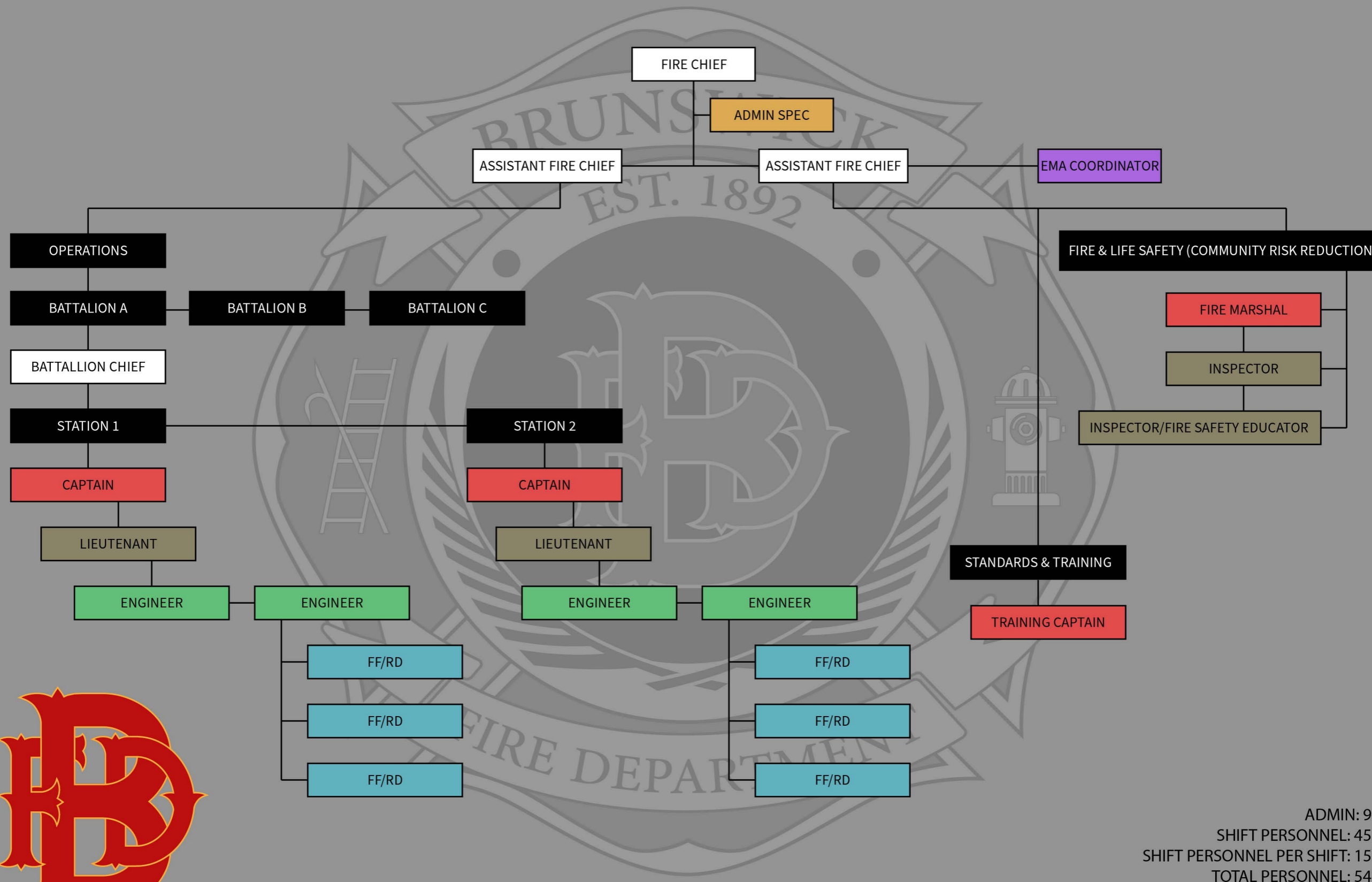
*** Lieutenants added to Station 3 to strengthen leadership and command

**** EMA Coordinator paramount to future disaster planning and liaison between jurisdictional agencies both administrative and public safety

***** Training officer plays a key role in the unification of shifts and the advancement of personnel knowledge, ability, and readiness

***** Fire & Life Safety Educator important for community risk reduction and public education regarding fire and life safety.

***** All staffing increases will bolster our hold on ISO 1 rating being our biggest deficiency and also the one thing we can control while we have no control over issues related to water supply.



ADMIN: 9
 SHIFT PERSONNEL: 45
 SHIFT PERSONNEL PER SHIFT: 15
 TOTAL PERSONNEL: 54
 *FOR INTERNAL USE ONLY

Reorganization Budget Analysis

Department / Division	Budgeted Salary	Additional Salary	Projected Yearend
Fire			
Administration	338,370.00	48,474.85	386,844.85
Suppression	1,435,441.00	169,237.69	1,604,678.69
Prevention	120,725.00	26,262.50	146,987.50
TOTAL SALARY	1,894,536.00	243,975.04	2,138,511.04
Benefits		63,433.51	
TOTAL PERSONNEL COSTS		\$ 307,408.55	

Administration **Added salary for (1) Assistant Chiefs Position for 9 months**

Suppression **Added salary for (6) Lieutenants and (2) Engineers; adjusted for attrition**

Prevention **Added salary for (1) Inspector; adjusted for attrition**



SUBJECT: Reorganization of the Police Department

COMMISSION ACTION REQUESTED ON: October 19, 2022

PURPOSE: To facilitate a reorganization of the Brunswick Police Department by adding an additional Assistant Chief position and restructuring the divisions for better administration of personnel. Included in the duties is overseeing recruiting and retention of officers to fill patrol vacancies, gang investigator position and drug squad.

HISTORY: In 2021 we lost 26 officers who retired, went to other agencies, or were unable to complete the training process. In 2022, year to date we have lost 11. Our staffing level is increasing with 9 graduating police academy this year and 8 currently attending.

FACTS AND ISSUES: The department currently has eighty (80) authorized positions including seventy-two (72) sworn officers; the new organizational structure will remain seventy-two (72) sworn officers and eight (8) civilians.

BUDGET INFORMATION: The change will not require any additional funding in the current budget.

OPTIONS:

1. Approve the reorganization of the Police Department as presented.
2. Approve the reorganization with recommended modifications from the commission.
3. Do not approve the reorganization of the Police Department.
4. Take no action at this time.

DEPARTMENT RECOMMENDATION ACTION: Approve the change for position of acting assistant chief of police in BPD organizational chart.

DEPARTMENT: Brunswick Police Department

Prepared by: Chief Kevin Jones

ADMINISTRATIVE COMMENTS:

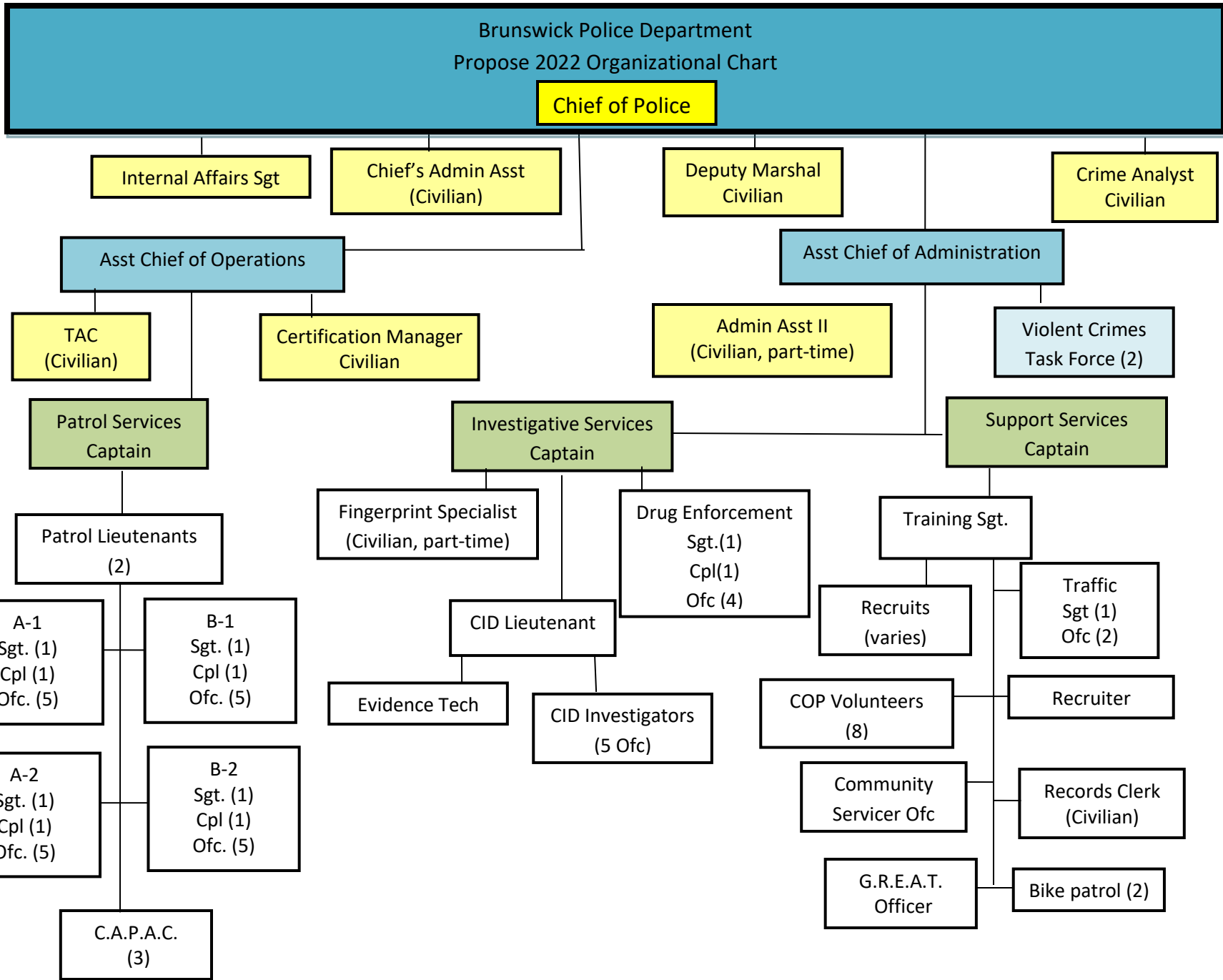
ADMINISTRATIVE RECOMMENDATION:

Regina M. McDuffie

City Manager

10/11/22

Date





BRUNSWICK POLICE DEPARTMENT

2022-2023 Recruiting Plan



Introduction

Law enforcement agencies within the state of Georgia face challenges in recruiting and retention of sworn law enforcement officers. Police departments across the United States are seeking qualified individuals to provide public service to their communities. Competition from these agencies makes the search for talented individuals incredibly challenging. By utilizing recruitment tactics that highlight various aspects of the career that is conducive to an applicant's professional growth, engaging in social media, community functions, and creating a workspace that emphasizes accountability and personnel appreciation, Brunswick Police can begin to tackle the challenges faced in recruiting and retention.

The initiatives detailed in this report, comprising a revised and innovative police officer recruiting plan for BPD, will begin on **July 1, 2022 (FY23) and continue through the end of June 2024 (FY24)**. Chief Kevin Jones will present a semi-annual status report to City Manager Regina McDuffie, beginning in January 2023.

Description of Challenge

Background

Since 2016, the number of applicants for the Brunswick Police Department has fluctuated widely, with a large downturn taking place in 2022. The lower number of applicants for police officer positions combined attrition and unanticipated resignations, resulted in staffing shortages. This prompted the Brunswick Police Department Recruiting staff's desire in June 2022 to create a comprehensive recruiting plan.

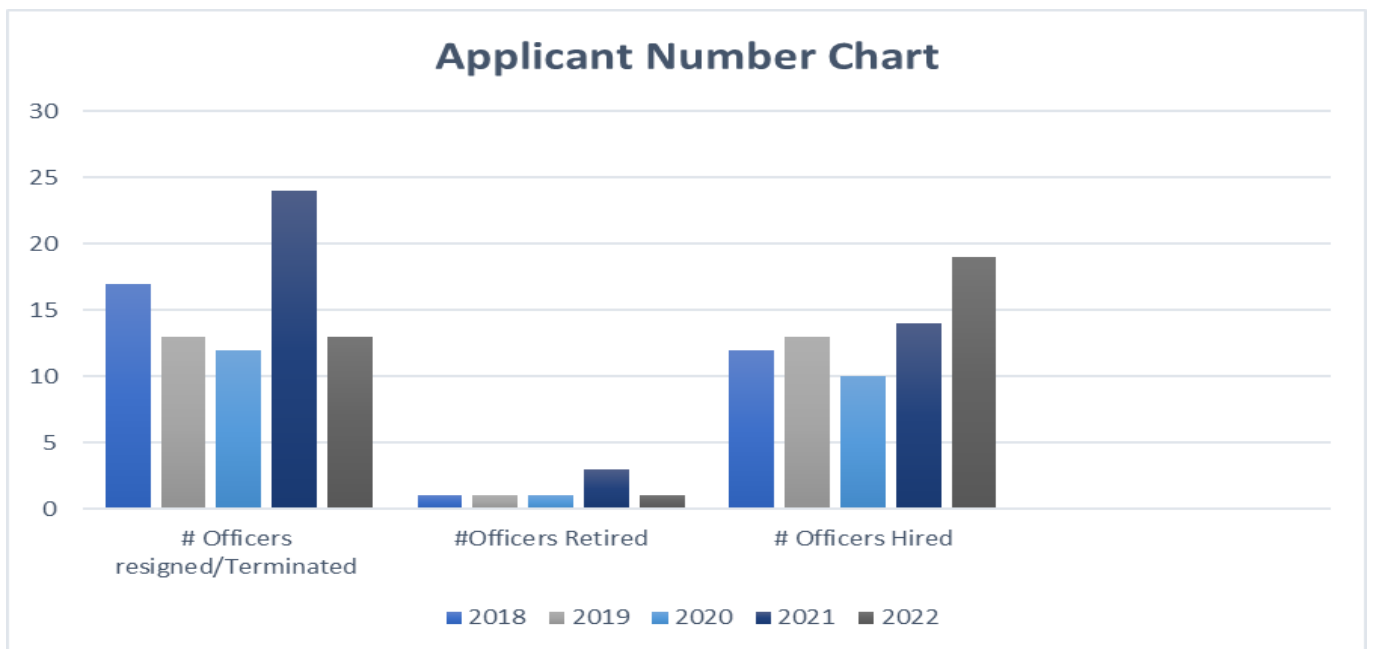
The Police Executive Research Forum (PERF) noted the following in response to a survey regarding the recruitment and retention of police officers in 2020¹:

Respondents expressed concern about recruiting enough officers to keep pace with retirements and resignations. Recruiting has become more difficult in recent years. Respondents also said they are trying to recruit officers with the skills and temperament to operate effectively in today's complex policing environment. Many said that negative characterizations of the police are creating a stigma against law enforcement careers. Respondents suggested strategies such as public information campaigns, signing bonuses, and other incentives, and some said the federal government should support these efforts.

¹ PERF Critical Issues in Policing, December 2020

In the past 12 months, Brunswick Police have not been successful filling vacancies under our current recruitment practices. We averaged over 37 (26% of 72) from 2021-2022. The department will begin to review all aspects of recruiting and log the results annually. The Command Staff then compiles that information into a detailed summary, along with suggestions and recommendations, as part of a comprehensive recruiting plan for the next year.

Despite past momentum, 2021 brought a decline in applications. We believed this to be indicative of the issues agencies across the country have experienced for years (lack of support for police, increased danger, low pay, etc.). We experienced a similar decline in 2016 after the events in Ferguson, MO, but application numbers quickly rebounded. However, we slowly recovering from the recent decrease.



Following the death of George Floyd in May 2020, stories highlighting police misconduct in other jurisdictions became more prevalent, leading to increasingly negative narratives about police officers and the profession. The protests held around the country, even though peaceful in Brunswick, were violent in many cities, and lasted throughout the summer months. We believe these events and their subsequent effect on the reputation of policing deeply impacted prospective applicants, resulting in fewer applications. In addition to those

nationwide impacts, we also had two retirements, officers to leave for other agencies and a host of other reasons.

With that being said, we will always have a “gap”. Applicants who are hired are counted as police officers and as part of the authorized strength of the department from the day they start the police academy. In Brunswick we pay our recruits while they are attending Georgia Public Safety Training Center three-month-long police academy. Upon graduation, they fill one of the open positions. This means that retirements, resignations, or terminations over the next three months create vacancies that are not filled until the next academy class begins, or certified applicants are hired. New candidates for the academy are onboarded approximately six weeks before the academy. During this time, new hires learn department policy, complete state certification training and use of force training.

Current Status

As of August 2022, BPD had a total of 37 sworn officers and 35 vacant police officer positions.

BRUNSWICK POLICE DEPARTMENT APPLICANTS

Our target was to send 6-8 recruits to the Police Academy from July through September.

We were able to hire 11. Two have since graduated from the academy, leaving us with 9 potential officers due to graduate in November 2022. The next police academy class is scheduled for January 2022, and we are working tirelessly to fill those positions. Even though we have been creative in our recruiting efforts in the past, now is the time to make significant changes and take bold steps to stand out amongst other police agencies and attract new candidates.

Some of those efforts are already underway. BPD is unique in the way we recruit and train our officers prior to attending the police academy. Upon graduation they receive an immediate pay raise. We are revamping the recruiting pages on BPD’s standalone website.

We will produce new focused PSA’s and recruiting videos, emphasizing aspects that set us apart from other agencies, such as the Brunswick area’s cost of living, the positive department reputation, and community support. We also relaxed prohibitions on tattoos and some grooming standards to attract and retain officers.

To that end, we have developed a multi-pronged plan for the next year, July 2022 – July 2023. The goal is to increase applications resulting in the hiring of qualified recruits and reducing the number of vacancies, while also positively affecting the retention of current BPD officers.

Initiatives

1. Recruit Academy Classes New Hires

We plan to hire a total of 30 recruits from November 2022 through December 2023. These recruits will tentatively start the academy in September 2022 and January, April, July, and September of 2023. The GPSTC academy is three months long and upon graduating, probationary officers complete 12 weeks (about 3 months) of field training before being released to solo patrol duty. The goal is for each group to have 6 recruits for a total of 30 new officers. In addition, we plan to recruit two certified officers during that time. If successful, these 32 new hires would enable us to fill the current vacancies as well as address attrition.

We will assess the effects of the plan every six months and adjust as needed to the timing and number of new recruits or certified officers needed. A full evaluation is scheduled after the start of the January 2023 academy class. Based on that review, we will determine the course of action for 2024 and beyond. At minimum, we must continue to send groups of new hires to three academy classes per year to keep pace with attrition.

2. Increased Starting Pay

BPD currently fairs well between officer pay scales within surrounding counties; in the past we consistently fell short in comparisons when looking specifically at the starting base wage for new recruits. In FY18, a newly hired non certified officer's starting base range was 14.89 (33,000/year). In FY22, A newly hired noncertified officer's starting pay is \$21.60/hr (\$47,736/year).

3. New and Enhanced Financial Incentives

We are also taking this opportunity to create or enhance various financial incentives related to recruiting. The following initiatives will total to \$262,000 allocated to BPD through the city for sign on bonuses and retention incentives related to recruiting.

Retention Pay

“Hiring bonuses” are now offered by many police agencies throughout the country to help attract candidates. To enhance our recruiting efforts, and to help with the retention of these new hires, we must implement a “retention pay” program. The PERF study highlighted the fact that most movement for police officers occurs in the first few years of employment. Therefore, beginning in July 2022, every newly hired certified police officer or recruit were made eligible for a \$2,500 sign on bonus and up to \$5,000 after five years of service.

The retention incentive will be paid out in annual installments of \$1,000 on the anniversary of their date of hire for each of their first five years of employment, contingent on an overall satisfactory performance evaluation.

Year	Amount	Annual
2018	14.89	33,000
2019	14.89	33,000
2020	14.89	33,000
2021	16.73	37,000
2022	21.06 non-Certified	46,000
	21.96 Certified	48,000

Relocation Assistance

In July 2022, any officer that resided in the city limits was eligible for a \$150.00 stipend. New hires that relocated to Brunswick were made eligible for up to \$500 in reimbursement for relocation expenses.

POLICE RECRUIT & LATERAL APPLICANTS

- 75 miles <\$500
reimbursement
- City limits< \$150
residence
incentive

To gauge the success of this initiative, we will not only track the number of new hires who take advantage of the reimbursement in each of the two categories listed above, but we will also ask each of them to what extent this offer factored in their decision to move to Brunswick or into the city limits.

Referral Program

The City currently does not offer any funds or incentive to employees who recruit new hires. Referral by friends and family is a significant method of gaining recruits. The department's history reveals that applicants that come to the agency through employee referrals are eager to work great contributors to the agency and stay longer. If the city offers \$100 to City employees who refer an applicant that is successfully hired, graduate from the police academy, and complete the field training program it would increase our ability to retain officers. The referral incentive could be issued in two \$50 payments. The first payment would be issued upon the on boarding of the new hire. The final payment would be disbursed after the referred party has successfully completed the Police Academy.

To gauge the impact of this increase on the program we could track the number of referral bonuses awarded, the city department of the employee who referred them, and whether the new officer was a recruit or lateral hire.

4. Launch Comprehensive Integrated Marketing Campaign

In order to increase recruiting numbers, improve retention we must create more chances for positive community engagement. An updated branding package for the police department will include faces of the police department, photos from community events, and a department slogan. This branding package will establish what differentiates Brunswick Police Department from other agencies and allow us to evolve through innovative communication methods.

5. Streamline the Hiring Process

The hiring process for a police recruit can be long and arduous, lasting 6 weeks. Initial steps are the written examination, the physical agility test, and an oral interview. Next, a thorough background investigation is conducted, and the remaining candidates are vetted by both HR and BPD staff. If a decision is made to hire the candidate, a conditional offer of employment is extended. The candidate is then scheduled for post offer testing, consisting of a medical examination, drug screening, a psychological examination, and a CVSA. Only after passing this final battery of tests is a candidate invited to begin the police academy.

In FY22 BPD, working with HR, begin to streamline the background investigation process by adding a pdf version of the application to the website.

Remove unnecessary or unintended barriers to recruitment and provide the best chance for success for those who apply and test.

Applicant Requirements

BPD works with HR to establish the minimum requirements that a person must meet to have their application approved and thus become eligible to begin the testing process. As of June

2022, the minimums are as follows.

1. Be at least 21 years old, unless waived by the Chief of Police;

Be a citizen of the United States;

Live within a one (1) hour drive of the city limits of Brunswick;

Possess a high school diploma or equivalent;

Be physically, emotionally, and mentally healthy and be able to perform the duties of an officer;

Have no record of conviction of a felony or a sufficient number of misdemeanors to show pattern of disregard for the law;

Be of good moral character;

Complete and submit a written application to the Director of Human Resources and sign a waiver for personal inquiry.

If hired, must graduate from Georgia P.O.S.T. Certified basic mandate training prior to being assigned to The Brunswick Police Dept. Field Training Program to begin the probationary period.

2. Georgia Certified Applicants must:

- a. Complete and submit a written application to the City Personnel Director;

- b. Live within a one (1) hour drive of the city limits of Brunswick;

- c. Submit documents proving certification by the State of Georgia;

- d. Complete a psychological profile administered by the Director of Human Resources.
[3.3b]

- e. Be of good moral character

- f. Provide fingerprints, a photograph, and a signed waiver for personal inquiry;

- g. Be physically, emotionally, and mentally healthy and be able to perform the duties of an officer;

- h. Have no record of conviction of a felony or a sufficient number of misdemeanors to show a pattern of disregard for the law;

6. Collaboration and Partnerships

Engage in efforts with external organizations to increase the number of applicants for the Brunswick Police Department. Those initiatives include:

- Reinstating the Explorer Program, this was suspended in 2020 due to COVID-related concerns and lack of Manpower.
- Collaborating with Ft. Stewart to recruit soldiers transitioning out of the military and into civilian life.
- Partnering with Georgia Public Safety Training Center and Coastal College of Georgia (CCGA) on the launch of a local Police Academy (July 1, 2023)
- Connecting with the Sororities and fraternities in Brunswick to recruit qualified applicants
- Recruiting attendees of the Coastal Pines Technical College
- Continue to recruit attendees of the GPSTC Police Academy (applicants who obtain POST certification)

7. Enhanced Lateral Hire Program

Hiring lateral includes identifying certified individuals with previous or supervisory job specific experience that embody the values and mission of the agency and the City of Brunswick. When vacant and available, these individuals would be considered to fill vacancies in Patrol, Criminal Investigations, Drug Enforcement, Traffic and anywhere there is a need within the department.

8. Inter-departmental Collaboration

Internal department collaboration creates a healthy environment that inspires a shared vision through mutual respect and understanding. We will continue to encourage the sharing of information and ideas around the department's goals and objectives. Encourage and strengthen the morale of department members by being more personable and transparent. This requires mentorship, frequent communication and being available to officers in crisis.

SUMMARY-ESTIMATED COST OF INITIATIVES	
Increased Starting Pay	21.60/hr. noncertified
Recruitment Pay	\$87,000 (35 applicants)
Retention Pay	\$175,000 (35 applicants) Estimated cost of retention pay
Relocation Reimbursement	\$500.00 per eligible candidate
Referral Program	\$3,000.00/year
Marketing Campaign	\$1,000 (Printing, video, brochures)

Performance Measurements

The success of this plan, regardless of the performance measures in place to gauge the effect of the various initiatives, will be determined by the number of applications received, recruits that are hired and those that successfully become Brunswick Police Officers. An evaluation of this plan will be done yearly to measure its effectiveness.

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GLYNN COUNTY, GEORGIA,
AND
THE CITY OF BRUNSWICK, GEORGIA,
REGARDING TRAFFIC SIGNAL MAINTENANCE,
AND
ANIMAL SERVICES
(JANUARY 1, 2023 – DECEMBER 31, 2032)

Dated as of _____, 2022 (the “Effective Date”)

INDEX TO EXHIBITS

Exhibit “A” City of Brunswick Traffic Signal Inventory List

Exhibit “B” Form of Local Option Sales Tax Certificate of Distribution

STATE OF GEORGIA
COUNTY OF GLYNN

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GLYNN COUNTY, GEORGIA,
AND
THE CITY OF BRUNSWICK, GEORGIA,
REGARDING TRAFFIC SIGNAL MAINTENANCE,
AND
ANIMAL SERVICES
(JANUARY 1, 2023 – DECEMBER 31, 2032)

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “**Agreement**”), is made and entered into as of the ____ day of _____, 2022 (the “**Effective Date**”), by and between **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the “**County**”) and the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Mayor and Board of Commissioners (hereinafter referred to as “**City**”).

W I T N E S S E T H:

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

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section II, Paragraph III, that a county may exercise certain specified supplementary powers, including, but not limited to, services pertaining to traffic flow control device maintenance, animal services, and parks, recreational areas, programs, and facilities inside the boundaries of a municipality through a contract with the affected municipality; and

WHEREAS, pursuant to the Georgia Service Delivery Strategy Law, O.C.G.A. § 36-70-1 *et seq.* (hereinafter referred to as the “**Service Delivery Law**”), the County and the City continue to be engaged in the development and implementation of a service delivery system that is both efficient and responsive to the citizens of Glynn County, Georgia; and

WHEREAS, by agreement dated November 5, 2012, the County and City entered into a ten-year intergovernmental agreement for the County to provide specified traffic signal maintenance, animal services, and recreation services within the City, which agreement along

with the services provided by County thereunder, will automatically terminate on December 31, 2022; and

WHEREAS, the County is willing, and the City desires for the County to continue to provide traffic signal maintenance and animal services within the City upon expiration of the current intergovernmental agreement for such services; and

WHEREAS, the County and the City have determined that having the County continue to provide traffic signal maintenance and animal services within the City is in the best interest of both parties and their citizens and is otherwise in furtherance of the objectives of the Service Delivery Law; and

WHEREAS, the County and City desire to enter into this Intergovernmental Agreement wherein the County will continue to provide traffic signal maintenance and animal services within the City upon the termination of the existing agreement on December 31, 2022¹; and

WHEREAS, the County and City have determined that this Agreement serves the best interest of all parties and their citizens including, but not limited to, the health, welfare, and safety of the residents and citizens of the County and City; and

WHEREAS, under the provisions of the aforementioned Service Delivery Law and the Constitution of the State of Georgia, Article IX, Section III, Paragraph I, and Article IX, Section II, Paragraph III, the County and the City may contract with each other for the services described herein.

NOW, THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the County and the City covenant, agree and bind themselves as follows:

SECTION 1. TERM AND RENEWAL

1.1. Term. This Agreement shall be for a term of ten (10) years, beginning on January 1, 2023, and expiring, at midnight, on December 31, 2032.

1.2. Renewal. The County and City may continuously renew this Agreement (including the services described hereunder) upon the expiration of this Agreement on December 31, 2032, for additional period(s) not to exceed fifty (50) years. Any such renewal shall require both the County and City to approve and execute a written amendment to this Agreement stating the terms and conditions of such renewal. Under no circumstances shall this Agreement be

¹ This Agreement does not include or contemplate Glynn County continuing to provide recreation services within the City and did not factor into the renegotiated distribution and allocation of the LOST proceeds set forth and described in Section 4 of this Agreement. The City will resume operation of the City recreation program, effective January 1, 2023, or on such other date as may be mutually agreed upon in writing by the County and City independent of this Agreement and the distribution of LOST proceeds.

amended so that the term of this Agreement, including any and all renewal terms or periods, exceeds fifty (50) years.

SECTION 2. TRAFFIC SIGNAL MAINTENANCE

2.1. Traffic Signal Maintenance. The County is willing and the City desires for the County to provide specified traffic signal maintenance within the City as follows:

(a) Starting on January 1, 2023, and continuing until the end of the term of this Agreement on December 31, 2032, County shall provide maintenance services for the City's traffic signals and associated equipment. Traffic signal maintenance shall include maintenance and repairs to City traffic signals, intersection flashers, school zone flashers and warning flashers, and pedestrian crossing lights/signals (i.e., traffic control devices pertaining to crosswalks). For purposes of this Agreement, when the term "traffic signal" is used herein, such term shall mean and include "traffic signal", "intersection flashers", "school zone flashers" and "warning flashers", "pedestrian crossing light/signal", and associated equipment.

(b) This Section 2 and the traffic signal maintenance and repair services to be provided by the County under this Agreement shall only apply to maintenance and repair services for City owned traffic signals that are located on streets and roads maintained and operated by the City within its City limits, as set forth more specifically in the City of Brunswick Traffic Signal Inventory List attached hereto as Exhibit "A" and incorporated herein by reference.

(c) This Agreement shall not include, and County shall not be responsible under this Agreement for any maintenance, operation, or repair of the equipment, supports, poles, beams, lines, or wires physically supporting such traffic signals or upon which such traffic signals are hung, and/or the maintenance, operation, or repair of any City Road, street, or right-of-way. This Agreement shall also not include, and County shall not be responsible under this Agreement for any maintenance, operation or repairs to City traffic control signage. When the term "associated equipment" is used in this Agreement, such terms shall specifically exclude the items set forth in this Section 3.1. (c).

(d) During the term of this Agreement, the County shall use reasonable efforts to:

(i) provide the same level of traffic signal maintenance and repair services to the City traffic signals that are provided by the County for its traffic signals in unincorporated Glynn County;

(ii) provide an annual report, to the City identifying the number of traffic control maintenance calls serviced which were located inside the City Limits no later than forty-five (45) after the end of the fiscal year;

(iii) have response times for traffic signal maintenance and repair services for City traffic signals be the same as response times of the County for its traffic signals in unincorporated Glynn County; and

(iv) provide traffic signal inspection, maintenance and repair services for City traffic signals in a manner and schedule that is the same as the maintenance and repair services provided by the County on its own traffic signals;

(e) County shall provide routine non-emergency maintenance and repairs, as needed, to City traffic signals during normal business hours of the County Public Works Department, which, for purposes of this Agreement, shall be deemed to be between the hours of 6:30 a.m. and 5:00 p.m., Monday through Thursday, excluding County holidays and any applicable furlough days that may be instituted by the County. Such days and hours are subject to change during the term of this Agreement in accordance with the policy of the Glynn County Public Works Department. In the event that said normal business days and/or hours change for the Glynn County Public Works Department, such change in normal business hours shall apply equally to traffic signal maintenance and repair services performed in both the City and unincorporated Glynn County. County will notify City of any such change. County shall provide repair services to City traffic signals at other times as needed during non-business hours of the County Public Works Department under circumstances that are deemed by County to constitute an emergency or a critical or urgent need. Such a determination shall be made by County on the same basis as repairs performed by County on its traffic signals during non-business hours of the County Public Works Department.

(f) During the term of this Agreement, City shall have the right, but not the obligation, to make repairs to its traffic signals that would otherwise be undertaken by the County hereunder. However, any such repairs by the City to its traffic signals shall not be made without County's inspection, advice and/or consent. City shall notify County of the details thereof, including the problem and repair performed as soon as possible thereafter.

(g) County shall provide all available and reasonable equipment, motor vehicle(s), and personnel, which in its discretion, are needed to carry out its basic functions and duties within the City under this Section. All such equipment and vehicle(s) shall be and remain under the exclusive control and ownership of County. Equipment as described herein shall not include or be construed to mean parts, materials, supplies, components, hardware, and/or software that is installed by County to maintain, fix, and/or repair any of City's traffic signals hereunder.

(h) City shall be responsible for the costs of any parts, materials, supplies, components, hardware, and software needed or required by the County to maintain, fix, and/or repair the City's traffic signals hereunder. If any hardware, materials, supplies, components, parts, or software are needed by County in order to maintain and/or repair the City's traffic signals hereunder, County shall purchase any such parts, materials,

supplies, components, hardware, and software in advance and submit an invoice for reimbursement at County's actual cost to the City Manager. Notwithstanding the notice provisions of Section 6.12. of this Agreement, invoices may be submitted to the City Manager by electronic mail to the City Manager's official City e-mail address of record and/or by First Class U.S. Mail or by hand delivery to City Hall, 601 Gloucester Street, Brunswick, Georgia, 31320. City shall submit reimbursement payments to the County Finance Department at 1725 Reynolds Street, Suite 300, Brunswick, Georgia, 31520, within thirty (30) days after submission of such invoice. In the event that City does not submit reimbursement payments to County as provided herein within thirty (30) days after submission of such an invoice to City, County may, upon ten (10) days advance notice to the City Manager, remove any hardware, materials, supplies, components, parts, and/or software for which City has not reimbursed County. City shall be responsible for the costs of all utility services associated with the operation of the City's traffic signals, which includes, but which is not necessarily limited to, costs of electricity to operate the traffic signals. Any and all such utility services shall remain and be set up in the City's name.

(i) This Agreement and the County's obligations hereunder shall not include any upgrades and/or capital improvements to the City's traffic signals or any equipment associated with same. Any such upgrades and/or capital improvements shall be the responsibility of City to perform at its own cost. For purposes of this Agreement, upgrades and/or capital improvements shall mean the acquisition, replacement, enhancement, or improvement of a traffic signal and/or associated equipment which extends the life span or increases the productivity, efficiency, or value of the traffic signal or its associated equipment. Ordinary maintenance and repairs of a traffic signal or associated equipment to keep a traffic signal and associated equipment operating in its present state shall not be considered an upgrade or capital improvement. County shall not be responsible for remedial work on traffic signals or associated equipment which may be needed as a result of deferred maintenance that occurred prior to the start of the term of this Agreement.

(j) In the event that two or more traffic signals or associated equipment at two or more traffic signals shall be so damaged by an act of God, such as a hurricane, tornado, fire, earthquake, storm, or other natural casualty or catastrophe, as to render the traffic signal, box, cabinet, or other capital equipment irreparable or unusable (i.e. requires the replacement of such traffic signal, box, cabinet, or capital equipment), it shall be the responsibility of City to provide and perform same at its own cost.

(k) Glynn County shall provide technical guidance to the City on the placement of new traffic signals and traffic devices and the removal of existing traffic signals and traffic devices in the City. Such technical guidance may include guidance on signage and pavement markings that require installation modification or removal as a direct result of installation or removal of a traffic signal. Any recommendations pertaining to any such placement or removal shall be submitted to the City Manager, or his/her designee. Should any traffic signals be added or removed to the City of

Brunswick Traffic Signal Inventory List, as set forth in Exhibit “A” hereto, the parties shall amend Exhibit “A” accordingly to reflect such addition or removal.

(l) The Glynn County Public Works Director will direct and manage the daily traffic signal maintenance operations in the City and will supervise the delivery of traffic signal maintenance services contracted for in this Agreement. Any specific requests from the City for maintenance and/or repair services under this Section should be communicated (preferably in writing via email) as soon as possible from the City Manager, or his/her designee, to the Glynn County Public Works Director, or his/her designee.

(m) All County personnel assigned under this Section shall work under the sole direction of County and shall be assigned duties by County. County shall be under no duty or obligation to employ, retain, or transfer any past or present employee of the City, including any City public works employee. The personnel and hours needed to administer the services provided for in this Section shall be in the County’s sole discretion. County personnel assigned to perform work hereunder shall wear the uniform and drive the vehicle(s) as issued by County, if any.

(n) All County personnel assigned under this Section are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All County personnel assigned under this Agreement are and will continue to be part of the Glynn County chain of command structure.

(o) County shall provide “First Responder Services” for the repair of Georgia Department of Transportation (hereinafter referred to as “**GDOT**”) Traffic Signals located in the City, which Traffic Signals are more specifically listed and described in Exhibit “A” as S30 through S42 (hereinafter referred to as the “**GDOT Traffic Signals**”). For purposes of this Agreement, the term “First Responder Services” shall mean: 1) that County will use reasonable efforts to repair as needed any GDOT Traffic Signals during normal business hours (as referenced in Section 2.1.(e) above) of the County Public Works Department; and 2) that the County will use reasonable efforts to repair as needed any GDOT Traffic Signals at such other times as needed during non-business hours of the County Public Works Department under circumstances that are deemed by County to constitute an emergency or a critical or urgent need. First Responder Services shall only include repairs of an emergency, critical, or urgent need to make DOT traffic signals operational and shall not include routine maintenance of any GDOT Traffic Signal.

(p) Nothing contained in this Agreement shall alter the parties’ public safety jurisdiction, responsibilities for road and street maintenance and repair, or other governmental authority or duties within the City, except as specifically set forth and described in this Agreement.

(q) The County and City agree that at least thirty (30) days prior to the start of the term of this Agreement, the County Manager and City Manager will meet and discuss

the needs and anticipated level of service to be provided in accordance with the terms of this Agreement. City and County agree to cooperate with each other to the fullest extent necessary to fully effectuate the intent and purpose of this Section and, City agrees to also make City personnel available to County, if necessary, to provide the services set forth herein.

SECTION 3. ANIMAL SERVICES

3.1. Animal Services. The County is willing and the City desires for the County to provide specified animal services within the City as follows:

(a) Starting on January 1, 2023, and continuing until the end of the term of this Agreement on December 31, 2032, County shall provide animal services within the City as described herein.

(b) This Section 3 and the animal control services to be provided by the County under this Agreement, as described herein, shall only apply and are limited to animal services related to dogs and cats that are located within the City.

(c) During the term of this Agreement and to the extent possible and permissible under applicable laws and ordinances, the County shall use reasonable efforts to:

(i) provide services for the pick-up, housing, adoption, and disposal of dogs and cats located in the City as set forth in the City animal services ordinance;

(ii) provide an annual report, to the City identifying the number of citations issued, calls received, and cases addressed located inside the City Limits no later than forty-five (45) after the end of the fiscal year;

(iii) provide services for the care of injured dogs and cats located in the City as set forth in the City animal services ordinance;

(iv) enforce throughout the City and on the City's behalf the provisions of the City of Brunswick Animal Services Ordinance, as amended from time to time, excluding specifically, however, any noise and/or barking related ordinance(s);

(v) provide the animal services described herein at a level and in a manner that is the same as comparable animal services provided by the County in unincorporated Glynn County; and

(vi) have response times for the animal services described herein be the same as response times of the County for comparable animal services in unincorporated Glynn County.

(d) The animal services described herein shall be provided by the County as needed between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding County holidays, and any applicable furlough days that may be instituted by County; provided however, the County shall retain exclusive control over the hours and manner of operation of the Glynn County Animal Services Facility, which shall maintain hours open to the public and be generally operated as deemed appropriate by County. The days and hours described herein are subject to change during the term of this Agreement in accordance with the policy of Glynn County Animal Services. County will notify City of any such change.

(e) On weekends, and weekdays between the hours of 5:00 p.m. and 8:00 a.m., County animal services officers will use reasonable efforts to respond to calls from City Police for assistance pertaining to an injured dog or cat or a dangerous or vicious dog running at large. The determination of injured dog or cat and dangerous or vicious dog running at large under this Section 3.1.(e) shall be made by assigned County personnel in consultation with City Police. City shall ensure that the definitions of “dangerous dog” and “vicious dog” in its Animal Services Ordinance are consistent with the definitions for “dangerous dog” and “vicious dog” set forth in O.C.G.A § 4-8-21.

(f) City and County shall use reasonable efforts to maintain and/or amend their Animal Services Ordinances so that they are consistent, and to the extent possible, uniform with each other’s animal services ordinances. In addition, to the extent allowed by law, City shall amend its Animal Services Ordinances to the extent necessary and/or take whatever other reasonable formal action(s) as may be necessary and/or appropriate (e.g., adoption of a resolution) to provide County animal services officers with the authority to enforce City Animal Services Ordinances and issue citations for violations of same. City shall also adopt any other ordinance amendments that are necessary and/or appropriate to carry out the intent and purpose of this Section and permit County personnel assigned under this Agreement to perform the services described herein. It shall be City’s duty and responsibility to ensure that its Animal Services Ordinances are compliant with all applicable state and federal laws. City shall not make any amendments or changes to its Animal Services Ordinance during the term of this Agreement without notifying, consulting, and receiving the approval of the County.

(g) Any fines received by the City for violations of the City’s Animal Services Ordinance that were enforced by the County under this Agreement shall be submitted to and retained by the County.

(h) County is authorized to charge fees to the public for animal services that it provides hereunder. To the extent possible and to the extent that there is a comparable service provided by the County in the unincorporated area, County shall charge the same rates and fees for services offered inside the City and/or services pertaining to city animal services as it charges for those comparable services provided outside the City and/or county animal services. All such fees collected by County for animal services will be paid directly to and retained by Glynn County. Such fees may include, but are not

necessarily limited to reclaim fees, boarding fees, adoption fees, and pick-up fees. Any donations shall be retained by County. If any City ordinances need to be amended, or other action taken by the City, to allow County to collect, retain, charge, or change any fees described in this Section 3, City shall amend its Animal Services Ordinances, or take such other action as is necessary, to permit same.

(i) County shall provide all available and reasonable equipment, motor vehicle(s), facility(ies), and personnel, which in its discretion, are needed to carry out its basic functions and duties within the City under this Section. All such equipment, vehicle(s), and facility(ies) shall be and remain under the exclusive control and ownership of County. City Police shall provide aid and assistance to County Animal Services, as may be needed from time to time by County Animal Services in the performance of its functions and duties under this Agreement.

(j) All County personnel assigned under this Section shall work under the sole direction of County and shall be assigned duties by County. The personnel and hours needed to administer the services provided for in this Section shall be in the County's sole discretion. County personnel assigned to perform work hereunder shall wear the uniform and drive the vehicle(s) as issued by County, if any.

(k) All County animal services officers, as well as any other County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All animal services officers, as well as any other County personnel assigned under this Agreement are and will continue to be part of the Glynn County chain of command structure.

(l) The Glynn County Animal Services Director will direct and manage the daily animal services operations in the City and will supervise the delivery of animal services contracted for in this Agreement. Any requests from the City for specific animal services consistent with this Agreement shall be communicated (preferably in writing via email) as soon as possible from the City Manager, or his/her designee, to the Glynn County Animal Services Director, or his/her designee.

(m) On behalf of the City, the County shall use reasonable efforts to enforce throughout the City all provisions of the City of Brunswick Animal Services Ordinance, as amended from time to time. The City shall provide all attorneys and legal counsel needed or required in the City Municipal Court, Glynn County Superior Court, Glynn County State Court, and/or any other applicable court for the prosecution of citations issued by the County on behalf of the City. Unless agreed to in writing by County and City, other than issuing citations for violations of the City's Animal Services Ordinance and having appropriate Animal Services personnel appear in court for such citations, County shall not be responsible under this Agreement for pursuing or enforcing any federal or state laws or regulations pertaining to animal control or services, dog control, or otherwise, or any other local laws or ordinances on behalf of the City, nor shall County

be responsible for pursuing any equitable or other legal relief in any state or federal court on behalf of the City under this Agreement. Except as specifically described in this Agreement, nothing contained herein shall alter the parties' public safety jurisdiction, responsibilities for enforcing applicable federal, state, or local laws or ordinances, or other governmental authority or duties within the City.

(n) County animal services officer(s) assigned to the City shall take and City shall administer or help facilitate the administration of any and all applicable oaths by an official authorized to administer such oaths, as may be necessary and prescribed by or under law, ordinance, and/or the City's Charter in order for such County animal services officer(s) to undertake the animal services duties pursuant to this Agreement and enforce the animal services ordinances of the City of Brunswick. Every animal services officer of the County assigned to the City shall still be deemed to be an animal services officer of the County while performing the services, duties, and responsibilities hereunder and is vested with the powers of the County that are necessary to provide the animal services within the scope of this Agreement. Such animal services officers shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City or the County, to issue citations incident to the enforcement of the applicable County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the applicable ordinances of the City and the County is made for the sole and limited purpose of giving official and lawful status to the performance of animal services provided by County animal services officers within the City of Brunswick. Animal services officers shall enforce applicable City and County animal services ordinances and violations of City and County animal services ordinances and may appear in the Municipal Court of the City of Brunswick as necessary for animal services citation cases made within the City. City agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the County animal services officers working within the City.

(o) The County and City agree that at least thirty (30) days prior to the start of the term of this Agreement, the County Manager and City Manager will meet and discuss the needs and anticipated level of service to be provided in accordance with the terms of this Agreement. City and County agree to cooperate with each other to the fullest extent necessary to fully effectuate the intent and purpose of this Section and, City agrees to also make City personnel available to County, if necessary, to provide for the services set forth herein.

SECTION 4. COMPENSATION AND CONSIDERATION

4.1. Compensation and Consideration.

(a) Pursuant to O.C.G.A. § 48-8-89(d)(2), Glynn County and the City of Brunswick were required to commence renegotiations for the distribution of the Local Option Sales Tax (hereinafter referred to as "LOST") proceeds at the call of the county governing authority before July 1, 2022. By letter dated June 16, 2022, the Glynn County Board of Commissioners issued the call for LOST renegotiation proceedings to

commence on June 28, 2022. Following the commencement of renegotiation proceedings, officials and representatives of Glynn County and Brunswick met on several occasions to discuss the LOST distribution. Those discussions resulted in a proposed resolution for the LOST distribution, the details of which proposed that the County would receive 73% of the LOST proceeds and the City would receive 27% of the LOST proceeds for the ten-year period commencing January 1, 2023, and ending December 31, 2032, subject to the County continuing to provide the traffic signal maintenance and animal services described herein.

(b) County and City hereby agree to the renegotiated distribution and allocation of the Local Option Sales Tax (hereinafter referred to as “LOST”) proceeds set forth in this Section below for the ten-year period commencing January 1, 2023, and ending December 31, 2032, which distribution takes into account the criteria set forth in O.C.G.A. § 48-8-89, as well as the value of the services to be provided by the County under this Agreement. County and City agree that the County will receive 73% of the LOST proceeds and the City will receive 27% of the LOST proceeds. County and City hereby approve and authorize the immediate execution of a Certificate of Distribution in the form of, and on the terms, conditions, and percentages set forth in the Certificate of Distribution attached hereto as Exhibit “B” and incorporated herein by reference. County and City hereby further authorize and direct the immediate delivery of such executed Certificate of Distribution to the Georgia Department of Revenue. The terms, conditions, and percentages set forth in the Certificate of Distribution attached hereto as Exhibit “B” shall remain effective and in place until December 31, 2032 (unless otherwise provided for under applicable law), or the parties negotiate a different and entirely new Certificate of Distribution and submit same to the Department of Revenue, whichever may be sooner. This Agreement is explicitly subject to and contingent upon both parties approving, executing, and submitting to the Georgia Department of Revenue a Certificate of Distribution in the form of, and on the terms, conditions, and percentages set forth in the Certificate of Distribution attached hereto as Exhibit “B”.

(c) As additional and further consideration to the County for the services that it will provide pursuant to this Agreement, the County shall receive any and all fines received by the City for violations of the City’s Animal Services Ordinance that are enforced by the County under this Agreement and any and all fees collected from and through animal services provided under this Agreement.

(d) County and City acknowledge and agree that the consideration flowing to the County under this Agreement is sufficient and adequate compensation and consideration to the County for the services to be provided by the County to City under this Agreement. City agrees that the services to be provided by County to City under this Agreement provide a substantial benefit to the City.

SECTION 5. AUDIT PROVISIONS

5.1. In order to compile accurate data point for future LOST negotiations, the Parties agree and desire to provide certain auditing provisions that will monitor and track the services set forth herein.

5.2. Agreement to Maintain Records. The County, regarding the costs and services provided for in Sections 2 and 3 of this Agreement shall maintain accurate and complete books, records, and other documents, including but not limited to calls, work orders and invoices which document the amount and calculations of, as applicable, the costs incurred pursuant to and during each year occurring up and until the termination of this Agreement. The County shall maintain the books, records, and other documents in conformance with generally accepted record-keeping principles. Such books, records, and other documents shall be kept at or accessible from the Glynn County Clerk's office or other such department responsible for maintaining such books, records, and other documents.

5.3. Periodic Monitoring Meeting. The City and the County shall conduct periodic meetings to review, analyze, discuss the level and costs of the Services provided in Sections 2 and 3 of this Agreement. Either Party can request a meeting for the purposes of this Section, and shall do so in writing addressed to the other Party.

SECTION 6. MISCELLANEOUS

6.1. **Mutual Cooperation.** County and City shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

6.2. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this Agreement, the County and City hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:

(a) Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq. To the knowledge of County and City, there are no actions, suits or proceedings pending or threatened against, by or affecting City or County which affect, or which question the validity or enforceability of

this Agreement or of any action taken by County or City under this Agreement, in any court or before any governmental authority, domestic or foreign.

(b) Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia, to include, without limitation, the Service Delivery Law. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of “new debt” as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

(c) No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or City (as the case may be) are a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party’s respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be).

The representations and warranties contained in this Section 6 shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this Agreement.

6.3. Revision to Service Delivery Strategy. This Agreement shall be deemed an approved mechanism under Section 36-70-2 of the Service Delivery Law for implementation of the Service Delivery Strategy, as amended. It shall be the joint responsibility of the County and City to submit to the Georgia Department of Community Affairs any and all revisions or amendments to said Service Delivery Strategy necessitated by this Agreement and the services contemplated herein.

6.4. Amendments, Etc. No amendment, modification, termination, or waiver of any provision of this Agreement, nor consent to any departure by the parties, shall in any event be effective unless the same shall be in writing and signed by the County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.5. Assignment; Binding Effect. The rights and obligations of the parties under this Agreement are personal and may not be assigned without the prior written consent of the County and City. Subject to the foregoing, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

6.6. No Third-Party Beneficiaries. This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

6.7. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

6.8. Severability of Provisions. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

6.9. Construction; Exhibits. The parties hereto acknowledge that this Agreement was jointly negotiated and reviewed by them, and therefore no provision of this Agreement shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

6.10. Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, the parties are not and shall not be considered as joint venturers, partners, or agents of the other, and neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

6.11. Survival of Representations. All terms, conditions, covenants, representations, and warranties contained in this Agreement, or any certificate or other writing delivered pursuant hereto or in connection herewith, as well as the adoption of the Ordinance(s) contemplated herein shall survive any termination of this Agreement indefinitely (or for any lesser period as may be stated herein). The adoption of the Ordinance(s) contemplated herein shall also survive any termination of this Agreement until amended by the applicable governing authority.

6.12. Notices. Other than service request communications from the City Manager, or his/her designee, (and County responses thereto) pursuant to Sections 2(l) and 3(l), and except when specifically set forth otherwise herein, whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below their respective executions hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response and/or action to any notice, demand or request must be given and/or taken shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be. Either party shall have the right to change its address(es) for notice hereunder to any other location within Glynn County, Georgia by the giving of thirty (30) days written notice to the other party in the manner set forth hereinabove.

6.13. Governing Law. This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia, and the parties hereto agree that any action relating to, or arising out of, this Agreement shall be instituted and prosecuted in the courts of the County of Glynn, State of Georgia, and each party agrees to submit, and does hereby submit, to the personal and exclusive jurisdiction and venue of the said courts of the County of Glynn, State of Georgia.

6.14. Remedies.

(a) Should any dispute of any kind whatsoever arise under or about this Agreement (including but not limited to disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken), the parties shall first attempt to resolve such dispute through informal discussion, which shall at a minimum include, but not necessarily be limited to, at least one informal discussion and conference between the County Manager and City Manager.

(b) In the event that such informal discussion(s) do not resolve the dispute and one party believes that the other has breached, is breaching, has attempted or threatened to breach any of the provisions or terms of this Agreement, the non-breaching party, prior to seeking any judicial, administrative, or other formal enforcement of the provisions and terms of this Agreement must give formal notice of same to the other party and a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or possible breach. If the breach and/or potential or possible breach specified in such notice is cured within said thirty (30) day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or possible breach specified in such notice shall be deemed to exist.

(c) Any claim, controversy or dispute arising under this Agreement between the County and City that cannot be settled as provided in subsections (a) and (b) above, may be submitted to non-binding mediation and/or binding arbitration upon mutual agreement and consent of both the County and City; provided, however, mediation and/or arbitration shall not be a prerequisite to either party seeking such other relief as provided for under this Section 19. If selected, the parties to any such mediation and/or arbitration shall mutually select a neutral party to serve as the mediator/arbitrator. Each party shall pay for its own fees and expenses of mediation/arbitration, except that the expenses of the mediator/arbitrator shall be shared equally by the County and City.

(d) In the event that the parties are not able to work out dispute(s) under this Agreement through the process set forth above, the County and City acknowledge and agree that the parties' sole and exclusive relief and remedy (absent mutual agreement to terminate, modify, amend the Agreement) for any dispute arising under this Agreement or for any breach of any term, provision, or covenant hereof, shall be the enforcement of the provisions and terms of this Agreement by a mandatory or prohibitory injunction or decree of specific performance through a court in Glynn County having jurisdiction over such a dispute.

(e) Notwithstanding anything to the contrary herein and due to the unique nature of the subject matter of this Agreement, the County and City specifically acknowledge, understand, intend, and agree as follows with regard to any any claim, controversy, or dispute arising under this Agreement: (1) termination of this Agreement is not a remedy available to either party, unless both parties mutually agree in writing to such termination; (2) termination and/or renegotiation of the Certificate of Distribution (including the percentages set forth therein) filed with the Georgia Department of Revenue, the form of which is attached hereto as Exhibit "B", is not a remedy available to either party, unless both parties mutually agree in writing to same; and (3) a new Certificate of Distribution will not be negotiated or required to be negotiated or filed with the Georgia Department of Revenue, unless both parties mutually agree in writing to same.

6.15. Facsimile as Writing. The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be "written" and a "writing" for all purposes of this Agreement.

6.16. Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

6.17. Recitals. The recitals contained on pages 1 and 2 of this Agreement are made a part of this Agreement and are incorporated herein by reference.

6.18. Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

6.19. Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

6.20. Execution of Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.21. Effective Date. The Agreement shall be effective and binding as of the date the County and the City have both approved and executed the same, and any reference to the “date of this Agreement,” the “date hereof”, the “effective date”, or any similar phrase shall mean and refer to the later of the date of County’s or City’s execution of this Agreement, as indicated above their executions hereon. In this regard, the clerk for the County or City is authorized to insert such date (or dates which rely upon said effective date) into the body of this Agreement and any and all other certificates or other documents furnished in connection herewith.

[Balance of Page Left Blank Intentionally]

[Signatures Contained on Following Two Pages]

IN WITNESS WHEREOF, Glynn County, Georgia, and City of Brunswick, Georgia, have caused this Agreement to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

Executed by Glynn County, Georgia this _____ day of _____, 2022.

GLYNN COUNTY, GEORGIA:

(SEAL)

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

Attest: _____
Ronda Vakulich, County Clerk

Address for notices:

Glynn County, Georgia
Attn: Chairman
1725 Reynolds Street, Suite 302
Brunswick, Georgia 31520
Telephone Number: 912-554-7400
Facsimile Number: 912-554-7596

With a copy to:

County Attorney
Glynn County, Georgia
701 "G" Street, 2nd Floor
Brunswick, Georgia 31520
Telephone Number: (912) 554-7470
Facsimile Number: (912) 554-7597

[Signatures Continue on Following Page]

[Signatures Continue from Previous Page]

Executed by the City of Brunswick, Georgia, this _____ day of _____, 2022.

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

By: _____
Cosby H. Johnson, Mayor
City of Brunswick

Attest: _____
Naomi Atkinson, City Clerk

Address for notices:

If to City of Brunswick, Georgia:

City of Brunswick, Georgia
Attn: Mayor
City Hall
601 Gloucester Street
Brunswick, Georgia 31320
Telephone Number: (912) 267-5529
Facsimile Number: (912) 267-5549

With a copy to:

City Attorney
City of Brunswick, Georgia
Post Office Box 550
Brunswick, GA 31521-0550
Telephone Number: (912) 264-0848
Facsimile Number: (912) 264-6299

EXHIBIT "A"

[City of Brunswick Traffic Signal Inventory List]

DRAFT

EXHIBIT “B”

[Form of Local Option Sales Tax Certificate of Distribution]

DRAFT

RESOLUTION NO. 2022 – 10

RESOLUTION OF THE CITY OF BRUNSWICK BOARD OF COMMISSIONERS ENACTING A MORATORIUM ON THE ESTABLISHMENT, EXPANSION AND/OR DEVELOPMENT OF A HOMELESS SHELTER AT A SITE ON WHICH A SHELTER DOES NOT PRESENTLY EXIST

WHEREAS, the City of Brunswick (the “City”), is presently conducting a process to review and amend the City’s Planning and Zoning ordinances to include the uses provided therein; and

WHEREAS, the City, in conjunction with Glynn County and other community partners, is seeking to address matters related to an increased presence of homeless individuals within the City limits and including areas of the unincorporated portions of the County; and

WHEREAS, beginning in 2020 the number of calls received by the City’s Police Department increased exponentially with approximately ### calls in 2020, ### calls in 2021, and to date, ### in 2022; and

WHEREAS the number of calls related to matters associated with homelessness revealed significant challenges to City Officials and staff while posing a significant burden on available City resources; and

WHEREAS the City’s current zoning ordinances the uses of land within the City but does not adequately address the specific use of property to as shelters intended to service the homeless;

WHEREAS, the City now desires to impose a moratorium to maintain the status quo and to provide time to address ordinance amendments through the implementation of a process that incorporates the lessons of the current issues facing the City related to the homeless, including consideration of the appropriate siting of such facilities, such as proximity to residences, schools, business districts, and other land uses; review and possible amendment of the City’s existing regulations governing shelters; consideration of whether shelters should be required to apply for and hold a local license and, if so, what the licensing criteria should be; and, consideration of the necessity for changes to the Zoning and Land Use Code and the City’s public facilities; and; and

WHEREAS, absent such a moratorium, the development of additional shelters in the City may overburden public safety and other public facilities in the City; and

WHEREAS, the City of Brunswick Board of Commissioners finds that time is needed to study, assess, review, consider, and determine what amendments are needed to the Zoning Ordinance and/or zoning classifications to properly provide for shelters; and

WHEREAS, the City of Brunswick Board of Commissioners deems it necessary and in the best interests of the health, safety, prosperity, and welfare of the citizens of the of Brunswick, Georgia, to enact this moratorium for the reasons stated above and herein;

NOW, THEREFORE, BE IT RESOLVED by the City of Brunswick Board of Commissioners, acting in its capacity as the governing authority of the City of Brunswick, Georgia, as follows:

Section 1. Moratorium Declared. The City of Brunswick Board of Commissioners does hereby enact a moratorium on the development of any shelters on sites not currently operated as a shelter.

Section 2. Applications to Amend or Expand. This moratorium shall also apply to applications to amend or expand any existing shelters operating within the City Limits.

Section 3. Definitions.

Homeless Shelter shall mean a facility intended to house unhoused persons on a temporary basis with overnight accommodations.

Homeless Day Shelter shall mean a facility intended to house unhoused persons on a temporary basis without overnight accommodations.

Homelessness Services shall mean a soup kitchen, food pantry, clothing supplier, counseling provider or other endeavor intended to provide aid to homeless individuals on an exclusive basis. This would not include thrift stores or second-hand stores.

Section 4. Enforcement, Violation and Penalties. This ordinance shall be enforced by the Code Enforcement Officer of the City. The development, expansion, or operation of a new shelter within the City in violation of this ordinance shall constitute a land use violation, and each day such use continues to exist shall constitute a separate violation, and the City shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties in accordance with 30-A M.R.S. § 4452 or City ordinance, injunctive relief, and its reasonable attorneys' fees and costs in prosecuting any such violations.

Section 5. Duration. The moratorium enacted herein shall be effective and begin immediately upon adoption of this Resolution, and shall continue for a period of ninety (180) days thereafter, in order to allow the City of Brunswick, Georgia, to pursue the objectives stated above and herein. The City of Brunswick Board of Commissioners may, by affirmative action of the Board of Commissioners, approve an extension of the moratorium beyond its scheduled expiration date or approve the termination of this moratorium prior to its scheduled expiration date. Should the City adopt a new or revised zoning ordinance prior to the stated expiration of this moratorium, the same shall terminate on the date of the adoption of the City's new or revised zoning ordinance.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

Adopted this the ____ day of _____, 2022.

**CITY OF BRUNSWICK BOARD
OF COMMISSIONERS**

By: _____
COSBY H. JOHNSON, MAYOR

ATTEST:

NAOMI D. ATKINSON, CITYCLERK

STATE OF GEORGIA
COUNTY OF GLYNN

DRAFT