

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

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

**BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED COMMISSION MEETING
WEDNESDAY, APRIL 19, 2023 AT 6:00 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 April 19, 2023 Regular Meeting Agenda.

PUBLIC COMMENT

DISCUSSION

2. Testimony Regarding Nuisance Properties.

PUBLIC HEARING(S) – ZONING ORDINANCE AMENDMENT

3. Amendment to Chapter 13 of the Code of the City of Brunswick; Particularly to Add Article XIX to be Titled Homelessness. *(B. Corry)* **(Encl. 1)**

PUBLIC HEARING(S) – LAND USE

4. Consider Approval of 90% Site Plan ~3302 Glyn Avenue. *(J. Hunter)* **(Encl. 2)**

PUBLIC HEARING – NEW ALCOHOL BEVERAGE LICENSE(S) *(A. Brown)*

5.

New Alcohol License(s)			
Name of Business	Business Owner/Manager	Business Address	Permit Type
J E and N Inc. DBA Five Points	Owner: Rajendraprasad Patel Manager: Sheritta Jackson	2806 Altama Avenue	Retail sales of beer and wine

PUBLIC HEARING - APPEAL – NEW ALCOHOL BEVERAGE LICENSE (A. Brown)

6.

Name of Business	Business Owner/Manager	Business Address	Permit Type
H & H Mini Mart LLC DBA In & Out	<u>Owner:</u> Harikrushina Patel <u>Manager:</u> Mehulbhai Dalal	1603 L Street	Retail sale of beer & Wine.

ITEM(S) TO CONSIDER FOR APPROVAL

- 7. Consider Approval of April 5, 2023 Regular Scheduled Meeting Minutes. (subject to any necessary changes.) (N. Atkinson) **(Encl. 3)**
- 8. Consider Approval of Funding to Support Improvements to Old City Hall. (R. McDuffie) **(Encl. 4)**
- 9. Consider Approval of Funding for Two (2) Police Vehicles. (R. McDuffie) **(Encl. 5)**

CITY ATTORNEY’S ITEM(S)

- 10. Consider Adoption of Proposed Homeless Ordinance. (Second Reading) **(Encl. 1)**
- 11. Consider Adoption of Proposed Alcohol Ordinance. (Second Reading) **(Encl. 6)**

EXECUTIVE SESSION

ORDINANCE _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF BRUNSWICK, GEORGIA, AND PARTICULARLY TO AMEND CHAPTER 13, TO ADD ARTICLE XIX TO BE TITLED HOMELESSNESS; TO AMEND CHAPTER 23, TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

The commission of the City of Brunswick hereby ordains that the Code of Ordinances of the City of Brunswick, Georgia, is hereby amended by adding a section, article, chapter or other designation as the case may be, to be numbered Chapter 13, Article XIX, which shall read as follows:

SECTION ONE:

ARTICLE XIX. – HOMELESSNESS SERVICES

Sec. 13-652. – PURPOSE

This City of Brunswick finds that providing Homelessness Services is a particular charitable activity that is vital to the health, welfare, and economic progress of the City of Brunswick and its citizens. However, the location of shelters providing those services can have an impact on the surrounding businesses, residences, and other service providers. This section is intended to apply to all persons, businesses, or non-profit organizations presently engaged in or proposing to be engaged in the provision of services to homeless individuals.

Sec. 13-653. – Definitions.

For purposes of this section:

Homeless Day Shelter shall mean a shelter providing Homelessness Services whose primary purpose is to provide temporary non-overnight shelter for persons experiencing homelessness in general or specific subpopulations of those experiencing homelessness. This definition does not include substance abuse centers, thrift stores or second-hand stores.

Homelessness Services shall mean rapid rehousing services, homelessness prevention programs, educational services, hygienic services, job and job-training programs, mental health services, homeless management informational data collection, substance abuse programs, family crisis programs, homeless or unhoused veteran services, domestic violence prevention programs, youth counseling, food preparation and distribution, the supplying of clothing and other daily necessities, counseling provider or other endeavor intended to provide aid to homeless individuals on an exclusive basis.

Homelessness Services Provider shall mean a business or non-profit engaged in providing Homeless Services that is not contemporaneously operating as a Homeless

Day Shelter or Homeless Shelter as defined in this Article.

Homeless Shelter shall mean a facility providing Homelessness Services intended to house unhoused persons on a temporary basis which may provide for overnight facilities for persons experiencing homelessness in general or specific subpopulations of those experiencing homelessness. This definition does not include substance abuse centers, thrift stores or second-hand stores.

Sec. 13-654. – Conditional Use Permit and License Required

Except as otherwise provided herein, it shall be unlawful for any business, or non-profit organization to open and operate as a Homeless Shelter, Homeless Day Shelter, or Homelessness Services Provider within the City. It shall be unlawful for any business, or non-profit organization to open and operate a Homeless Shelter or Homeless Day Shelter within the City without first obtaining a conditional use permit pursuant to Article XXVI and an occupational tax license as required by Section 20-40 of the City of Brunswick Code of Ordinances.

Sec. 13-655. – Consideration for Issuance

Upon the completion of the provisions Article XXVI, but before the public hearing final vote by the City Commission, the City Commission may consider the following provisions when determining whether or not to issue a conditional use permit required by this Ordinance:

- (a) An applicant's character and mental capacity to conduct the business, his or her personal associations, record of arrest and reputation in any community in which he or she has resided and whether or not he appears likely to operate the business in conformity with federal, state and local laws;
- (b) If the application previously operated a similar facility, whether or not the applicant violated any law, regulation or ordinance related to the operation of the facility and the circumstances of any violation;
- (c) If the applicant previously operated a facility, the manner in which he or she conducted such facility so as to reduce or increase the necessity for police observation or intervention;
- (d) Whether the applicant had a previously held conditional use revoked;
- (e) Other factors that may affect the general public health and welfare, including, without limitation, the number of existing facilities in the area, the type of facility applied for, the effect the facility would have on schools, churches and public facilities in the area, the effect the facility would have on existing land uses in the area, the character of the area and its suitability for the particular use sought, and the congestion of roads and streets;

(f) Whether the applicant consulted with the appropriate Neighborhood Planning Association regarding the possible effects of the facility on the surrounding areas.

(g) Whether there are other shelter for the homeless, battered women, children, drug rehabilitation center or schools within a 500 foot radius of the property proposed to be used as a facility.

(h) The granting of a conditional use under the provisions of this chapter shall be deemed a privilege only and nothing herein shall be construed as granting any person whose facility is subject to municipal regulation any right to be granted a conditional use permit to operate such facility.

Sec. 13-656. – Homeless Shelter

Homeless shelters shall be allowed in the GC, HC, or I districts with a conditional use permit, under the following conditions:

(a) In addition to required setbacks, a minimum 25-foot-wide buffer shall be required along all property lines which abut a residential district or use to provide a visual screen.

(b) There shall be no use on the property other than the shelter for the homeless providing such Homelessness Services defined herein.

(c) Adequate shower and restroom facilities must be provided at the location to meet the needs of the overnight guests.

(d) Beds must be provided for all overnight guests excluding staff and volunteer workers.

(e) Loitering, camping, sleeping, etc. at the Homeless Shelter or surrounding streets and sidewalks is prohibited and such shelters shall ensure compliance with the City of Brunswick “Urban Camping Ordinance.”

(f) Such shelters shall comply with all applicable city building, housing, and fire codes and shall fully comply with O.C.G.A. § 30-3-1 et seq. before a certificate of occupancy can be issued.

(g) Agency or organization must be registered through the Georgia Department of Community Affairs in the HUD Continuum of Care Program, Permanent Supportive Housing Program or related State of Georgia Homelessness services program.

Sec. 13-657. – Homeless Day Shelter

Homeless day shelters shall be allowed in the GC, HC, or I districts with a conditional use permit, under the following conditions:

- (a) In addition to required setbacks, a minimum 25-foot wide buffer shall be required along all property lines which abut a residential district or use to provide a visual screen.
- (b) There shall be no use on the property other than the day shelter for the homeless providing such Homelessness Services defined herein.
- (c) Adequate shower and restroom facilities must be provided at the location to meet the needs of the daily guests.
- (d) After-hours loitering, camping, sleeping, etc. at the Homeless Day Shelter or surrounding streets and sidewalks is prohibited and such shelters shall ensure compliance with the City of Brunswick "Urban Camping Ordinance."
- (e) Such shelters shall comply with all applicable city building, housing, and fire codes and shall fully comply with O.C.G.A. § 30-3-1 et seq. before a certificate of occupancy can be issued.
- (f) Agency or organization must be registered through the Georgia Department of Community Affairs in the HUD Continuum of Care Program, Permanent Supportive Housing Program or related State of Georgia Homelessness services program.

Sec. 13-658 – Homelessness Services Provider.

Homeless Services Providers shall be allowed in the GC, HC, or I districts with a conditional use permit, under the following conditions:

- (a) Adequate restroom facilities must be provided at the location to meet the needs of the daily guests.
- (b) After-hours loitering, camping, sleeping, etc. at the Homelessness Service Provider or surrounding streets and sidewalks is prohibited and such providers shall ensure compliance with the City of Brunswick "Urban Camping Ordinance."
- (c) Such Providers shall comply with all applicable city building, housing, and fire codes and shall fully comply with O.C.G.A. § 30-3-1 et seq. before a certificate of occupancy can be issued.
- (d) Agency or organization must be registered through the Georgia Department of Community Affairs in the HUD Continuum of Care Program, Permanent Supportive Housing Program or related State of Georgia Homelessness services program.

Sec. 13-659. – Revocation of Conditional Use

Revocation of any conditional use granted hereinunder shall be processed in accordance with the Code of Ordinances of the City of Brunswick.

SECTION TWO:

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

SECTION THREE:

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

SECTION FOUR:

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

**SO ORDAINED BY THE CITY COMMISSION OF BRUNSWICK THIS _____
DAY OF _____, 2023.**

CITY OF BRUNSWICK BOARD OF COMMISSIONERS:

Cosby H. Johnson, Mayor

ATTEST:

Naomi D. Atkinson, City Clerk



SUBJECT: 90% Site Plan Approval | 3302 Glynn Avenue | Public Hearing

COMMISSION ACTION REQUESTED ON: 4/19/23

PURPOSE: See attached Staff Report

HISTORY:

FACTS AND ISSUES:

BUDGET INFORMATION: N/A

OPTIONS:

- Approve Site Plan as submitted.
 - Approve Site Plan with conditions.
 - Do not approve Site Plan.
-

DEPARTMENT RECOMMENDATION ACTION:

- Approve Site Plan
-

DEPARTMENT: PDC

Prepared by: John Hunter, Director

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Regina M. McDuffie

City Manager

4/11/23

Date

Site Plan Review

(3302 Glynn Avenue)

John Hunter

Director

Planning, Development, & Codes

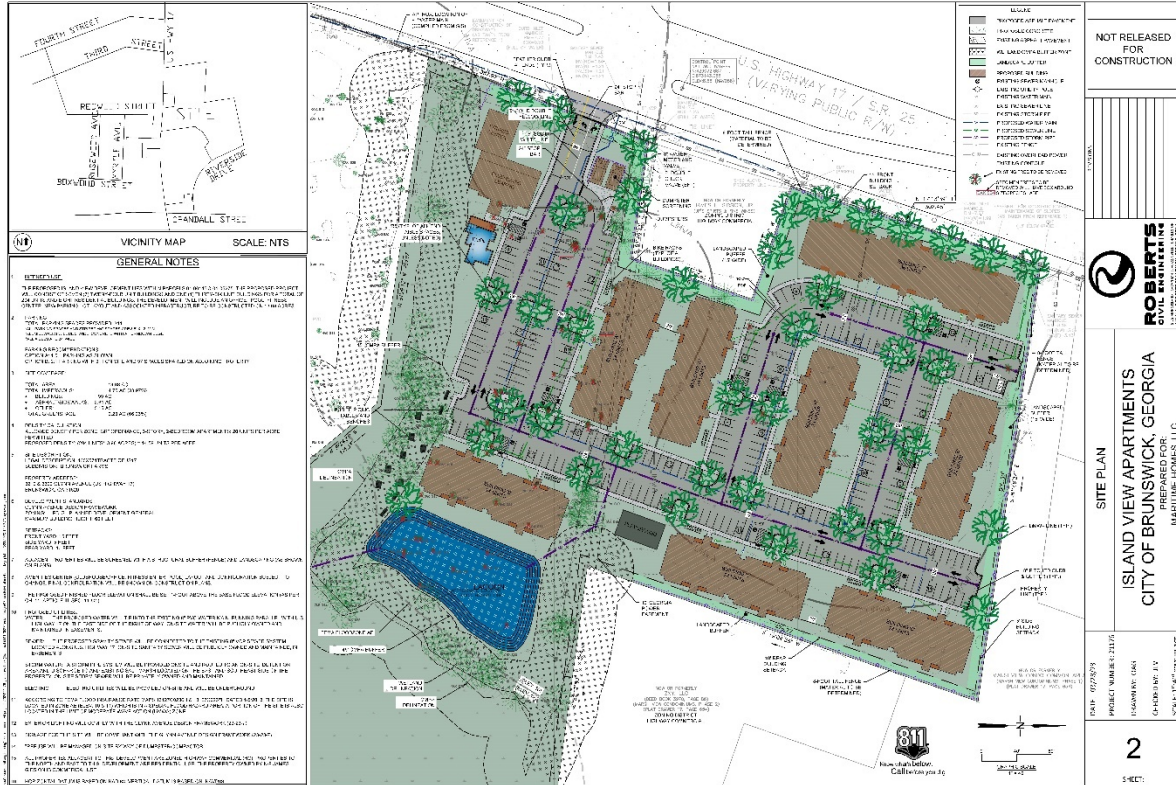
Planning and Appeals Commission

Public Hearing

April 12, 2023

Requested Land Use Approvals

Maritime Homes, LLC, owner, has submitted a site plan for review by the Planning and Appeals Commission. This review and recommendation was required by the City Commission as a part of their approval of the request to rezone the property to PD-G in 2022. This site plan covers only the multi-family portion of the development at 3302 Glynn Avenue.



Proposed Development

Maritime Homes, LLC proposes the construction of 204 apartment units comprised of 7 three-story 24 unit buildings, 1 three story 36 unit building, an office, a fitness center and pool, and associated parking on 13.98 acres.

Staff Analysis

When reviewing a site plan prior to having complete a complete Permit Package staff reviews key items for consistency with city ordinances and other regulatory requirements.

Task 1: Review for consistency with PD Text

- 1) Do proposed uses follow the PD Text? *Yes*
- 2) Does the site plan follow the Setbacks established by the PD Text?
 - *23-6-4/Multifamily dwellings – 23-6-4 is our General Residential Code Follows our standard setback, heights, density used in GR citywide. 15 ft front/5 side/10 rear. Does deviate from GADF, but that is allowed via a PD approval.*
 - *Plan follows established setback requirements*
 - *While architectural review is not a part of this, 3 stories is within the allowed heights*
 - *Density is based on 3-story building, 2 bedroom units = 20 units an acre*
 - *204 units shown, 14.59 units per acre on proposed 13.98 acre site*
- 3) Water/Sewer: Water Sewer Plan connects as discussed in PD Text: *Yes*

Task 2: Review for consistency with Concept Plan

The apartment development does show the evolution of how site planning typically moves from concept to reality. With more site constraints added into the plan, the number of residential buildings has been reduced from 9 to 8, number of units reduced from 216 to 204, the location of buildings and amenities have shifted to accommodate site constrains and necessary infrastructure.

Task 3: Review for General Regulations and Ordinances

Generally involves a cursory review by Planning, Engineering, Public Works, and the Fire Marshal.

- 1) Parking – 408 required for units; 311 provided. The applicant has provided 2 options for consideration: Option A – approve a 1.5 space per unit ratio; or, Option B – shared parking would be developed on the adjacent parcel to the south that would provide 97 spaces. Shared parking on adjacent parcels/blocks is allowed and encouraged under the Glynn Avenue Design Framework.
- 2) Buffers – No buffer required between adjacent residential – plan calls for 15 foot landscaped buffer with a fence material TBD. Buffer between residential and commercial is only required when commercial is added next to Residential. Plan calls for 15 foot landscaped buffer.
- 3) Flood Damage Prevention (Garrow)
 - LiMWA line -- This is the Limit of Moderate Wave Action. Any development on the east (seaward) side of this line must comply with V-zone regulations. This is discussed in Section 11-55 of the ordinance, and is reflected on the site plan. The impacts on building design and site conditions will be reviewed as a part of the building permit approval process.

- Freeboard requirement – The ordinance includes a one-foot freeboard requirement. Any of the development in the AE-10 zone on the landward side of the LiMWA line must have a FFE of 11.0 or higher. This requirement will be confirmed during the building permit approval process.
 - Storm Water – Large amount of the site was impervious surface previously. Site plan reflects consideration of collecting storm water from impervious surfaces, detaining, then discharging to the marsh. Collection calculations, any required permits, etc. will be reviewed, verified and approved by the City Engineer prior to issuance of a building permit. Depending on the depth of the detention area, fencing may be required.
- 4) Sanitation: Dumpster/Compactor location provided.
 - 5) Fire Access: Fire Marshal has reviewed and believes the current plan provides adequate access for equipment, including new equipment on order.
 - 6) ROW Access: Final requirements will be permitted via GDOT. Traffic study has been provided. Sightlines from entrances, neighboring commercial and residential access points need to be considered in landscape plan and proposed fencing along US 17
 - 7) Water/Sewer Connectivity: Detail provided within the plan.
 - 8) Density: The proposed development has 204 2-bedroom units in 3 story buildings. The General Residential code allows 20 units per acre. The development contains 14.59 units which meets the density requirements.

Task 4: Review for consistency with the US 17 Overlay District/Glynn Avenue Design Framework

The project falls within the US 17 Overlay, and is subject to the Glynn Avenue Design Framework. While this has minimal impact upon uses, it will guide the overall character and design of the development. Within the Overlay, PD-G is considered a Special District. To establish the Special District General, a proposed development must contain an area of not less than three acres, have direct access to at least one street, and conform with the Guiding Principles and Design Principles of the US 17 Overlay District as stated in Section 1.3.1 and 1.3.2 of the Glynn Avenue Design Framework.

Guiding Principles state:

1. Glynn Avenue should reflect vernacular architecture appropriate to coastal Georgia. – *Architectural review was not required by the PD-G approval, only the site plan. Architectural review will be conducted by staff prior to issuance of the Building Permits.*
2. Our marshes, waterways, and scenic vistas are natural resources that should be available and accessible to all. –*Principle is met by maintaining the 45’ marsh setback.*

3. Responsible development should minimize impact to the sensitive natural environment, particularly along the eastern edge of Glynn Avenue. –*Principle is met by maintaining the 45’ marsh setback.*
4. Access to properties along Glynn Avenue should be safely and easily accessible for pedestrians and cyclists, as well as motorists. – *Internal connectivity via sidewalks and the provision of bike racks meets this principle.*
5. Individual development should respect and contribute positively to the public realm. – *There are no proposed public assets within the development, however maintaining the 45’ marsh setback preserves the ability to add to the public realm if a future public trail project can be developed.*
6. Glynn Avenue should evolve into an activity center that is complimentary to, but not competitive with, downtown Brunswick.
7. Investment in the public realm should guide and enhance private sector investment.

The Design Principles state:

1. Public Waterfront + Public Space: The marsh and waterfront are public resources and should not be privatized for the enjoyment of only a few. Maintaining public access along the marsh and waterfront is a high priority. Public access may be achieved through a roadway along the waterfront which continues the design elements of Main Street - on-street parking, generous sidewalks, street trees, etc., or through a waterfront park or pedestrian promenade along the marsh.

-Provisions for sidewalks, street trees, and the preservation of the 45’ marsh setback meet this principle.

2. Pedestrian-orientation: The current condition of Glynn Avenue does not lend itself to the creation of a ‘Main Street.’ However, this does not mean that the desire to create walkable, human scaled places should be abandoned. These regulations set forth a development strategy to capture passing vehicles while also fostering a ‘Main Street’ character on streets parallel to Glynn Avenue.

- Walkability is provided through the connectivity of internal sidewalks and the connection to US 17 sidewalks. There are no parallel public streets, however the alignment of buildings, parking, and travel lanes does mimic a traditional block format. Three-story buildings are typical in urban “walk-up” settings and are not out of scale with similar developments in more urban areas such as Savannah and even within the Downtown Core of Brunswick.

3. Mixed-Use Environment: The creation of a mixed use environment provides an ideal transition from more highway-oriented scale along US 17 to more neighborhood-compatible scale, while accommodating a variety of uses, including commercial, office, institutional, and residential.

- The addition of multi-family into an area that is predominantly commercial begins this development of a more mixed use approach along US 17

4. Blocks + Streets: Building an interconnected network of compact blocks is critical to ensure a walkable area that fosters diverse uses and building types. This block pattern can still

accommodate large-scale retailers, but does so in a way that maintains the importance of human-scaled development.

Streets should generally include on-street parking, street trees, sidewalks, and pedestrian amenities such as benches, street lights, trash facilities, etc. Highly connected streets are important to provide access without requiring traffic to re-enter Glynn Avenue to reach nearby destinations.

-As a contained development and not a development of many individual parcels, the site plan does mimic a linear block pattern as much as practicable. The addition of sidewalks, street trees create a very similar pattern to the function of traditional city blocks.

5. *Quality Design:* The importance of urban form cannot be overstated. To foster community character and create a walkable, vibrant community, the elements of the built environment are more critical than the use. Buildings should be human-scaled, have a primary entrance facing the public realm, and be set close to the street to foster a pedestrian environment.

-As a contained development, the design mimics a traditional block form. Buildings entrances face the internal circulation and are set close to street fronts and are connected via a network of sidewalks. Three-story residential buildings are human scaled, and are common both within our Downtown Core, and within other coastal urban settings such as Savannah and Charleston – even as modern redevelopment within their more historic neighborhoods.

6. *Sense of Place:* The Glynn Avenue corridor is intended to develop as a high quality, mixed-use, pedestrian oriented environment. This area should develop as a complement to, not in competition with, downtown Brunswick. Civic buildings are places of community focus and center. They should be located in places of prominence, such as facing a square, town green, or other central public space.

-The project location is within an isolated peninsula that is primarily developed, and lacks as a whole lacks the ability to truly be connected to the corridor as the GADF envisioned. It would not be an appropriate location for civic functions, but does provide the basic provisions as outlined within the framework.

Under the GADF, a PD is considered a “Special District”, and the PD Text and Concept plan as adopted dictate the development parameters such as setbacks, building size and forms, heights, road and parking forms and locations, etc. Because of this, most of the applicable portions of the GADF are related to aesthetics.

1) Existing Trees: 2 Specimen trees are noted for removal and replacement

- A Landscape plan, will be provided and reviewed prior to the issuance of permits. Landscape buffers and any fence or walls will need to meet GADF standards.

- 4 replacement trees for Specimen trees will need to be provided

- 10 Canopy Street Trees along US 17 will need to be provided

- 29 Canopy trees associated with the parking areas will need to be provided

 - The current site plan meets these requirements and provides 42 trees.

2) Landscaping

- Landscaping will need to feature native vegetation as outlined in GADF

- Landscape plan will need to detail screening of dumpsters and any on-ground mechanical equipment
- Plan notes for lighting, signage, and landscaping need to be changed to reference that they will meet Sec. 23-23-7: Glynn Avenue Design Framework and will be verified during the building permit review process.

- 3) 45' Marsh Buffer: Is reflected in the plan. Only public amenity provided within the setback is a picnic area. This meets the requirements of the GADF.
- 4) Sidewalks: Sidewalks provide connectivity throughout the site and connect to the main sidewalks along US 17.

5) Bike racks will be required at each building and are provided.

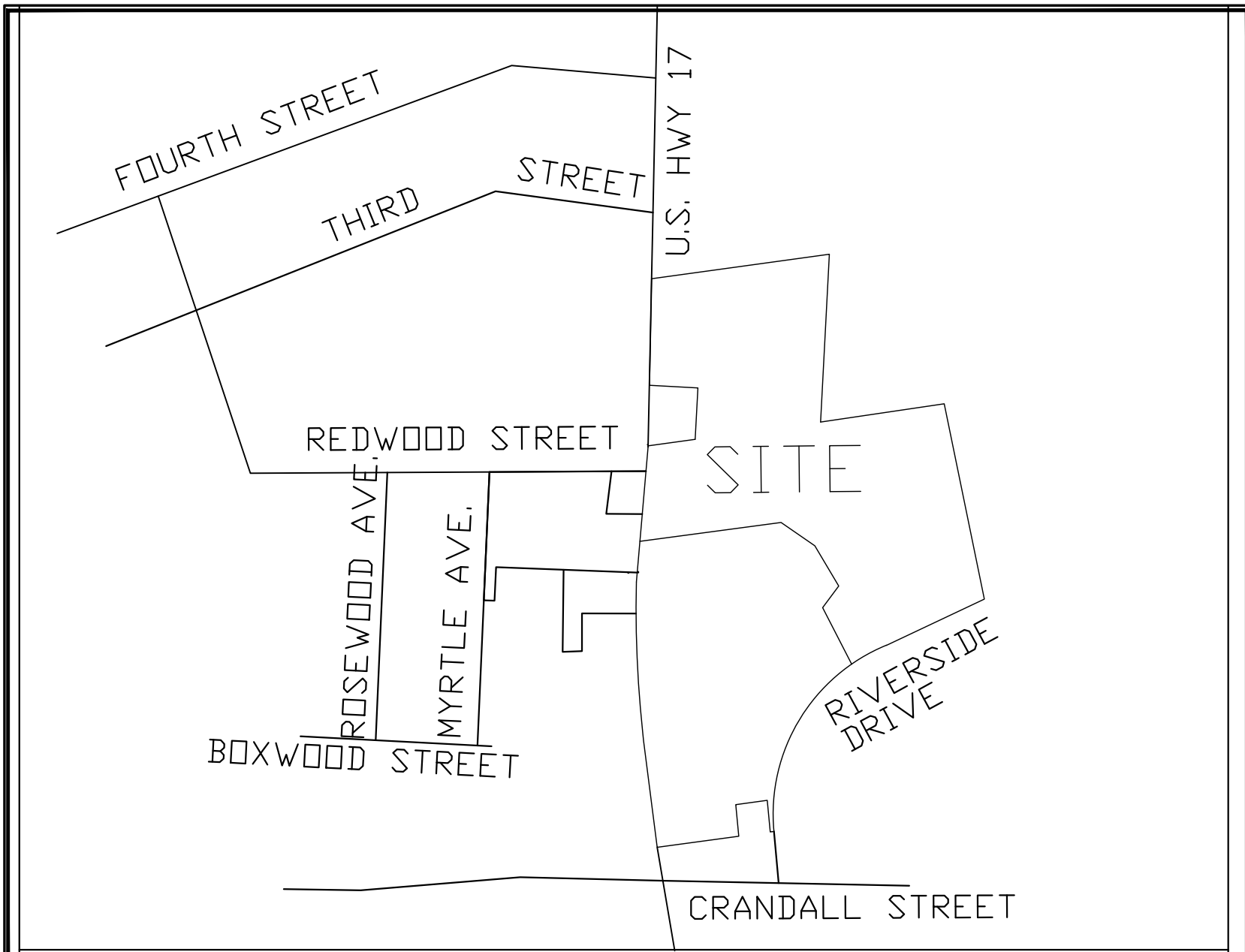
6) Lot Coverage: The GADF limits lot coverage to 80%. Lot coverage is 33.97%.

7) Utilities: All utilities will be underground meeting the requirements of the GADF. scale, while accommodating a variety of uses, including commercial, office, institutional, and residential.

8) Access: Access to US 17 is granted via a permitting and design review process controlled by GDOT. A traffic study has been submitted to the City, and any improvements or signalization will be determined by GDOT.

Staff Recommendation

Staff recommends that the PAC recommend approval of site plan, with Option B for shared parking on the neighboring parcel.



VICINITY MAP SCALE: NTS

GENERAL NOTES

- INTENDED USE:**
THE PROPOSED ISLAND VIEW DEVELOPMENT LIES WITHIN PARCELS 01-00145 & 01-05275. THE PROPOSED PROJECT WILL CONSIST OF SEVEN (7) TWENTY-FOUR UNIT BUILDINGS AND ONE (1) THIRTY-SIX UNIT BUILDINGS FOR A TOTAL OF 204 UNITS AND EIGHT RESIDENTIAL BUILDINGS. THE DEVELOPMENT WILL INCLUDE AN OFFICE, POOL, FITNESS CENTER, NEW PARKING LOT LAYOUT AND ASSOCIATED INFRASTRUCTURE TO BE CONSTRUCTED ON 13.98 ACRES.
- PARKING**
TOTAL PARKING SPACES PROVIDED: 311
*ALL PARKING SPACES AND STRIPED HC SPACES ARE 8'5" X 18' MIN.
*ALL SIDEWALKS WILL BE 5' WIDE, CONCRETE WITH A TURNDOWN EDGE
*ALL AISLES ARE 24' WIDE

PARKING RECOMMENDATIONS
OPTION A: 1.5:1 PARKING AS SHOWN
OPTION B: 2:1 PARKING WITH 311 ON SITE AND 97 SPACES SHARED ON ADJOINING PROPERTY
- SITE COVERAGE:**
TOTAL AREA: 13.98 AC
TOTAL IMPERVIOUS: 4.75 AC (33.97%)
• BUILDINGS: 1.99 AC
• ASPHALT/SIDEWALKS: 2.61 AC
• OTHER: 0.15 AC
TOTAL GREENSPACE: 9.23 AC (66.03%)
- DENSITY CALCULATION**
ALLOWED DENSITY: PER ZONE "GR" ORDINANCE, 3-STORY, 2-BEDROOM APARTMENTS: 20 UNITS PER ACRE PERMITTED
PROPOSED DENSITY: (204 UNITS/13.98 ACRES) = 14.59 UNITS PER ACRE
- SITE DESCRIPTION:**
LEGAL DESCRIPTION: 460X571TRACT OF US17
SUBDIVISION: BRUNSWICK FARMS

PROPERTY ADDRESS:
3210 & 3302 GLYNN AVENUE (US HIGHWAY 17)
BRUNSWICK, GA 31520
- DEVELOPMENT STANDARDS:**
GLYNN AVENUE DESIGN FRAMEWORK
ZONING: PD-G - PLANNED DEVELOPMENT-GENERAL
MAXIMUM BUILDING HEIGHT: 60 FEET

SETBACKS:
FRONT YARD: 15 FEET
SIDE YARD: 5 FEET
REAR YARD: 10 FEET
- ADJACENT PROPERTIES WILL BE SCREENED WITH A STRUCTURAL BUFFER (FENCE) AND LANDSCAPING (AS SHOWN ON PLANS)
- AMENITIES CENTER (CLUBHOUSE/OFFICE, FITNESS ENTER, POOL) LAYOUT AND CONFIGURATION SUBJECT TO CHANGE. FINAL CONFIGURATION WILL BE SHOWN ON CONSTRUCTION PLANS.
- THE PROPOSED FINISHED FLOOR ELEVATION SHALL BE SET 1-FOOT ABOVE THE BASE FLOOD ELEVATION (AS PER CH. 11, ARTICLE III, SEC. 11-52.)
- PROPOSED UTILITIES:**
WATER: THE PROPOSED WATER WILL TIE INTO THE EXISTING 8" PVC WATER MAIN, RUNNING PARALLEL WITH U.S. HIGHWAY 17 ON THE EAST SIDE OF THE RIGHT OF WAY. ON-SITE WATER WILL BE PUBLICLY OWNED AND MAINTAINED, IN EASEMENTS.

SEWER: THE PROPOSED GRAVITY SEWER WILL BE CONNECTED TO THE EXISTING 8" VCP SEWER SYSTEM LOCATED ALONG U.S. HIGHWAY 17. ON-SITE SANITARY SEWER WILL BE PUBLICLY OWNED AND MAINTAINED, IN EASEMENTS.

STORM WATER: A STORM PIPE SYSTEM WILL BE PROVIDED ON-SITE AND ROUTED TO AN ON-SITE DETENTION AREA AND DISCHARGE TO AND EXISTING SALT MARSH LOCATED ON THE EAST AND SOUTHEAST SIDE OF THE PROPERTY. ON-SITE STORM SEWER WILL BE PRIVATELY OWNED AND MAINTAINED.

ELECTRIC: ELECTRIC UTILITIES WILL BE PROVIDED ON-SITE AND WILL BE UNDERGROUND.
- ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS 13127C0236H & 13127C0237H DATED 1/5/2018, THE SITE IS LOCATED IN ZONE AE (ELEV. 10 & 11) WHICH IS IN A SPECIAL FLOOD HAZARD AREA. A PORTION OF THE SITE IS ALSO LOCATED IN THE LIMIT OF MODERATE WAVE ACTION (LIMWA) ZONE.
- EXTERIOR LIGHTING WILL COMPLY WITH THE GLYNN AVENUE DESIGN FRAMEWORK (23-23-7).
- SIGNAGE FOR THIS SITE WILL BE COMPLIANT WITH THE GLYNN AVENUE DESIGN FRAMEWORK (23-23-7).
- "REFUSE WILL BE MANAGED ON-SITE BY WAY OF DUMPSTER/COMPACTOR"
- ALL PROPERTIES ADJACENT TO THIS DEVELOPMENT ARE ZONED HIGHWAY COMMERCIAL (HC). PROPERTIES TO THE NORTH AND EAST TO THIS DEVELOPMENT ARE RESIDENTIAL USE. THE PROPERTY OWNED BY N/F JAMES L. GIBSON IS COMMERCIAL USE.
- HORIZONTAL DATUM IS BASED ON NAD 83. VERTICAL DATUM IS BASED ON NAVD88.



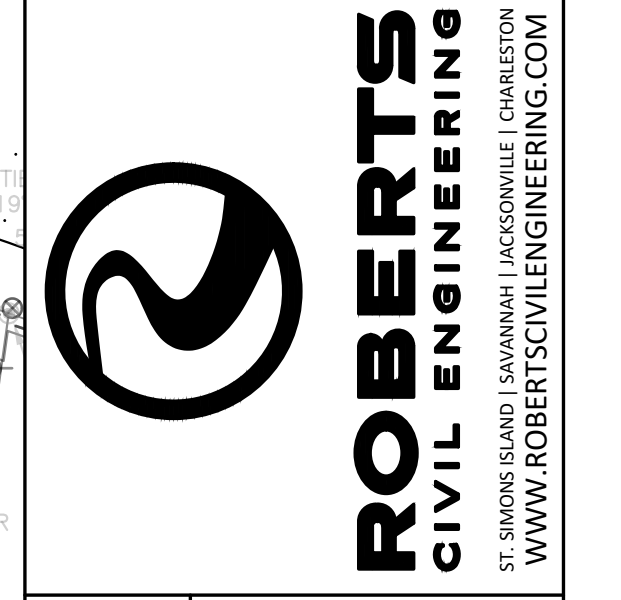
LEGEND

[Symbol]	PROPOSED ASPHALT PAVEMENT
[Symbol]	PROPOSED CONCRETE
[Symbol]	EXISTING ASPHALT PAVEMENT
[Symbol]	WETLAND/CPMA BUFFER ZONE
[Symbol]	LANDSCAPE BUFFER
[Symbol]	PROPOSED BUILDING
[Symbol]	EXISTING SEWER MANHOLE
[Symbol]	EXISTING UTILITY POLE
[Symbol]	EXISTING WATER MAIN
[Symbol]	EXISTING SEWER LINE
[Symbol]	EXISTING STORM PIPE
[Symbol]	PROPOSED WATER MAIN
[Symbol]	PROPOSED SEWER LINE
[Symbol]	PROPOSED STORM PIPE
[Symbol]	EXISTING FENCE
[Symbol]	EXISTING OVERHEAD POWER
[Symbol]	EXISTING CONTOUR
[Symbol]	EXISTING TREE TO BE REMOVED
[Symbol]	SPECIMEN TREES TO BE REMOVED WILL HAVE BOX AROUND
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NOT RELEASED FOR CONSTRUCTION

REVISIONS

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SITE PLAN

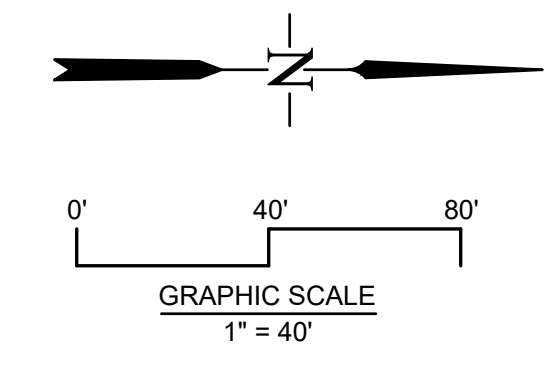
ISLAND VIEW APARTMENTS
CITY OF BRUNSWICK, GEORGIA

PREPARED FOR:
MARITIME HOMES, LLC.

DATE: 03/28/23
PROJECT NUMBER: 21176
DRAWN BY: OAG
CHECKED BY: JLV
SCALE: 1"=40' (FOR 24"X36" PLOT)

2

SHEET:



**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, APRIL 5, 2023
AT 5:00 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 Julie Martin, Commissioner John Cason III, Commissioner Felicia Harris, and Commissioner Kendra Rolle

CALL TO ORDER: Mayor Johnson ~ *meeting went into remission at 5:01 p.m. and resumed at 5:11 p.m.*

INVOCATION: Commissioner Felicia Harris

PLEDGE OF ALLEGIANCE: Recited in unison by all in attendance.

ADDENDUM(S) TO AGENDA:

**

Mayor Pro Tem Martin made a motion to re-arrange addressing agenda items as follows: Move Recognitions, Presentation(s) & Award(s) after Approval of Agenda, Add to agenda “Announcement ~ New Hires” as item number three~a (3a), followed by Public Comment and Discussion, Testimony Regarding Nuisance Properties, Move Discussion ~ Proposed Homeless Ordinance, after Discussion, Testimony Regarding Nuisance Properties and Remove item number four (4) “Public Hearing~ New Alcohol Beverage License(s)” from agenda until the April 19, 2023 commission meeting; seconded Commissioner Rolle. Motion passed unanimously.

**

APPROVAL OF AGENDA

1. Adoption of April 5, 2023, Regular Meeting Agenda.

Mayor Pro Tem Martin made a motion to adopt the above-referenced agenda with the aforementioned addendums; seconded by Commissioner Rolle. Motion passed unanimously.

PUBLIC COMMENT

2. The following individuals addressed the commission:

- Tyler Jones – 718 Carpenter St., Provided Historic Brunswick Neighborhood & Planning update and concerns and Homelessness and Nuisance Properties.
- Deborah Brown – Addressed Homelessness and Nuisance Properties.
- Jennifer Stockert – Addressed Homelessness and Nuisance Properties.
- Alan Younger – Addressed Homelessness and Nuisance Properties.
- Alan Akridge, Sr. Pastor – Addressed Homelessness and Nuisance Properties.
- Katherine Kinstle – Addressed Homelessness and Nuisance Properties.
- Lucy Brous – Addressed Homelessness and Nuisance Properties.
- Julia Martin – Addressed Homelessness and Nuisance Properties.
- Gayle Clements – Addressed Homelessness and Nuisance Properties.
- Reverend Jenna Kennedy – Addressed Homelessness and Nuisance Properties.
- Douglas Alexander – Addressed Homelessness and Nuisance Properties.
- Ike Hallman – Addressed Homelessness and Nuisance Properties.
- Wright Culpepper – Addressed Homelessness and Nuisance Properties.

DISCUSSION

2. Testimony Regarding Nuisance Properties.

Mayor Johnson discussed the process and importance of the above-referenced discussion with help from

the panelist listed below; expert panelist included:

- **Catina Tindall**, First Coast Benefits, Ms. Tindall discussed homelessness and how homelessness has changed from ten years ago. She addressed security issues and asked commission to provide tools Brunswick Police need to assist with the issues downtown Brunswick is presently facing.
- **Sean Stewart**, Turner and Association, Mr. Stewart discussed issues his business experiences daily. He briefly discussed business premise liability. He also stated he would be happy to assist with any solution the City comes up with regarding homelessness downtown.
- **Ralph Staffins**, Brunswick Golden Isles Chamber of Commerce, Mr. Staffins stated that the City is at risk of losing businesses if something isn't done regarding the homelessness situation downtown.

Following questions by Commission and responses by panelist; the Commission thanked the panelist for their input and attendance.

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

3. Proclamation Presentation to Landy Rose Proclaiming Wednesday, April 5, 2023 George Lee Rose, Jr. Day. *(Mayor Johnson)*

Ms. Rose accepted proclamation with gratitude.

ANNOUNCEMENT ~ NEW HIRE(S)

3a City Manager McDuffie introduced newly hired Fire Chief, Timothy White and newly hired Recreation Director Vanessa Booker.

PUBLIC HEARING – NEW ALCOHOL BEVERAGE LICENSE(S) *(A. Brown)*

4.

New Alcohol License(s)			
Name of Business	Business Owner/Manager	Business Address	Permit Type
J E and N Inc. DBA Five Points	Owner: Rajendraprasad Patel Manager: Sheritta Jackson	2806 Altama Avenue	Retail sales of beer and wine

The above-referenced item was removed from agenda until April 19, 2023 commission meeting as owner was not in attendance.

APPOINTMENT

5. Committee

1) Audit Committee – One Appointment

Commissioner Harris made a motion to appoint Charlene Thompkins to the above-referenced Committee, filling the expired term of William Kitts; seconded by Mayor Pro Tem Martin. Motion passed unanimously by a vote of 5 to 0.

ITEM(S) TO CONSIDER FOR APPROVAL

6. Consider Approval of March 15, 2023 Regular Scheduled Meeting Minutes. *(subject to any necessary changes.) (N. Atkinson)*

Commissioner Cason made a motion to approve the above-referenced meeting minutes; seconded by Commissioner Harris. Motion passed unanimously.

7. Consider Approval of Financial Reports as of February 28, 2023. *(K. Mills)*

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

8. Consider Approval of Resolution No. 2023-10 ~ Extending a Moratorium on the Establishment, Expansion and/or Development of a Homeless Shelter at a Site on Which a Shelter does not Presently Exist. *(B. Corry)*

Mayor Pro Tem Martin made a motion to approve the above-referenced resolution; seconded by Commissioner Rolle. Motion passed unanimously.

CITY ATTORNEY’S ITEM(S)

- 9. Discussion ~ Proposed Homeless Ordinance. ~ *(First Reading)*
 City Attorney Corry gave an overview of the above-referenced proposed ordinance.
 Following questions/comments:
 City Clerk Atkinson was directed to advertised ordinance for consideration for adoption at the April 19, 2023 commission meeting.
- 10. Discussion ~ Proposed Alcohol Ordinance. ~ *(First Reading)*
 City Attorney Corry gave an overview of the above-referenced proposed ordinance.
 Following questions/comments:
 City Clerk Atkinson was directed to advertised ordinance for consideration for adoption at the April 19, 2023 commission meeting.
- 11. Consider Approval of Payment of the Excess Tax Proceeds from the Tax Sale of Parcel No. 01-03029 in the Amount of Six Hundred Twenty-Two and 56/100 Dollars (\$622.56).
 Commissioner Cason made a motion to approve the above-referenced payment of tax sale proceeds to Glynn County Tax Commissioner in the amount of Six Hundred Twenty-Two and 56/100 Dollars (\$622.56); seconded by Mayor Pro Tem Harris. Motion passed unanimously.
- 12. Consider Approval of Payment of the Excess Tax Proceeds from the Tax Sale of Parcel No. 01- 03030 in the Amount of One Thousand Two Hundred Eight and 43/100 Dollars (\$1,208.43).
 Mayor Pro Tem Martin made a motion to a approve the above-referenced payment of tax sale proceeds to Glynn County Tax Commissioner in the amount of One Thousand Two Hundred Eight and 43/100 Dollars (\$1,208.43); seconded by Commissioner Rolle. Motion passed unanimously.

EXECUTIVE SESSION

Mayor Pro Tem Martin made a motion to hold an executive session to discuss litigation; seconded by Commissioner Harris.

RECOVENE FROM EXECUTIVE SESSION

Following executive session Mayor Johnson open floor for a motion.

Mayor Pro Tem Martin made a motion to approve the recommendation of City Attorney Corry regarding potential litigation; seconded by Commissioner Rolle. Motion passed unanimously.

Mayor Pro Tem Martin made motion to adjourn, seconded by Commissioner Rolle. Motion passed unanimously.

MEETING AJOURNED – *meeting adjourned at 8:52 p.m.*

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

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



SUBJECT: OLD CITY HALL IMPROVEMENTS

COMMISSION ACTION REQUESTED ON: April 19, 2023

PURPOSE: To approve funding to support improvements to Old City Hall.

HISTORY: The Old City Hall (OCH) building is widely used as the primary site for City Commission meetings, Municipal Court proceedings, Planning Commission meetings and other board meetings and activities. As any building structure, the building has required ongoing improvements to the exterior and interior areas. Funding for improvements has been included in the General Fund and in SPLOST funds. The building has a significant historic presence in the downtown area and its preservation and appearance is very important to its historic value.

FACTS AND ISSUES: The improvements included in this request are for restoration of four (4) windows and upgrades to the audio / visual system in the main meeting area. The window restoration will encompass full restoration with historic preservation considerations at a cost of \$27,605. The audio / visual upgrades will be made in the main courtroom area and include improvements to the microphone and camera systems. The projected cost of the improvements outlined is \$44,031. Please see attached documentation for further specifications for both items.

BUDGET INFORMATION: Funding for the improvements total \$71,636 and are itemized on the attached summary. \$39,136 of the funding is requested to be transferred from Contingency, the remainder was already included in the OCH budget. This is not an amendment to the overall budget; it is an adjustment that requires Commission approval to transfer the allocation from one division to another.

OPTIONS:

1. Approve the transfer of funds from contingency to support the proposed improvements.
 2. Do not approve the transfer of funds from contingency to support the proposed improvements.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDED ACTION:

Approval is recommended as proposed.

DEPARTMENT: City Manager's Office


Prepared by: Regina M. McDuffie, City Manager

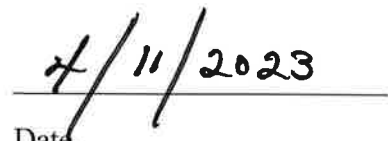
ADMINISTRATIVE COMMENTS:

These audio/ visual improvements are needed for the proper conduct of meetings and city business.

ADMINISTRATIVE RECOMMENDATION:

Approve transfer of funds as requested.


City Manager


Date



2113 S. Division Ave. Orlando, FL 32805

Phone: 1-800-611-2601

PROJECT

TO: **Ren Hale**
City of Brunswick
Ren Hale, Engineer Tech

Project: Old City Hall GA Hist Window
Restoration Ph 1
Date: 3/24/2023
Phone:

Contractor proposes to furnish all materials, and labor, subject to any exclusions listed below, required to complete the following:

1. Window Restoration (Heritage) \$27,605.00

Description of Services:

Qty: 4 windows, 10 sash, 10 lites

JAMB: Remove sashes, cover opening with plywood, scrape jambs from blindstop to interior stops free of all loose/flaking paint/stain/varnish and repair rot or damage (includes up to 30 mins of repair, additional repair may require a Change Order), ensure pulleys are cleaned, tuned and functional. Prep jamb and sill with INTERIOR - Finish with 1 coat stain 3 coats oil based spar urethane; EXTERIOR - 1 coat premium long oil primer and 2 coats premium acrylic paint. Replace ropes with #8 Samson Spot Cord. Replace parting bead and restore or replace interior stops to match interior finish. Re-install sashes and ensure smooth operation.

TOP SASH: Remove glass, all existing putty and paint, sand smooth, repair all damage with epoxy or wood to match, treat with BoraCare rot preventative, clean and bed original glass when possible and replace broken with flat 1/8" annealed glass & finish glaze with proprietary mildew-resistant glazing putty. INTERIOR - Finish with 1 coat stain 3 coats oil based spar urethane; EXTERIOR - Apply 1 coat premium long oil primer and hand brush 2 coats premium acrylic paint; Restore existing hardware (replace broken/missing hardware additional cost)

BOTTOM SASH: Build sash for a historic window, residential application made with mortise and tenon joinery from Cypress wood treated with BoraCare rot preventative 1-3/4" thick. Sand smooth, hand prime with oil-based wood primer, bed and install 1/8" tempered glass for windows #3 + #4, and 1/8" annealed for #1 + #2 (see below for list), finish glaze with proprietary mildew-resistant glazing putty, INTERIOR - Finish with 1 coat stain 3 coats oil based spar urethane; EXTERIOR - hand brush paint 2 coats on exterior of sash.

EXHIBIT "A"

Page 1 of 7

Includes travel to site, mobilization, demobilization, EPA certified lead paint clean up and containment, and removal of all waste and debris.

Count	Description <small>(leave blank for storm/screen)</small>	Style	Type	Balances	Treatment	Room	Floor	Window #	Elevation	Width	Length
1	1/1	Double Hung	Wood	Press-fit	Heritage		2	1	Right	35	113
2	1/1	Double Hung	Wood	Press-fit	Heritage		1	2	Left	32	90
3	Triple Hung	Double Hung	Wood	Press-fit	Heritage		2	3	Front	32	153
4	Triple Hung	Double Hung	Wood	Press-fit	Heritage		2	4	Front	32	153

*Please remove all blinds, shutters, drapes or bars prior to work commencing. Austin can remove if you so chose for an additional fee of \$75 per labor hour.

Subtotal:	\$27,605.00
*0% Tax:	\$0.00
TOTAL:	\$27,605.00

Terms and Conditions

RENOVATION CONTRACT

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 TO 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A NOTICE TO OWNER. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

THIS RENOVATION CONTRACT (the "Contract") is between Austin Historical, Inc having an address at 2113 S Division Avenue Orlando, FL 32805 ("Contractor"), and the named individual, individuals or entity listed above referred to as the "Client" (whether one or more).

- 1. THE PROJECT:** The Contractor shall provide all labor and materials to perform all work set forth above (collectively, the "Project"). Any work not specifically set forth above is NOT included and shall be subject to additional charges.
- 2. TIME OF COMPLETION:** The work to be performed under this Contract shall be commenced on a time and date mutually agreed to in writing by the Contractor and the Client. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, sickness, government shutdowns, inclement weather or general unavailability of materials and labor.

3. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approval as shall be required by the local municipal/county government, the cost thereof shall be included as part of the Project price.

4. **PAYMENT:**

(a) *Projects up to \$1,000 in value:* 100% payment is due upon acceptance of Contract.

(b) *Projects above \$1,000 in value:* A 50% deposit shall be required and shall be paid to Contractor within five (5) business days from the date Client executes this Contract. The deposit shall be applied toward the final Project price. The deposit amount, minus any costs incurred by the Contractor prior to cancellation (including, but not limited to, mobilization, administrative time, estimating costs, payment processing fees, planning, permits, job materials and labor), is refundable until 72 hours prior to the commencement of the Project. After that time, the deposit shall be forfeited. The remaining 50% of the Project price shall be invoiced as follows: 25% upon commencement of work and 25% on the date of Substantial Completion (as defined below in Section 10 – Warranty). Client shall pay the foregoing percentage amounts within five (5) business days from delivery and receipt of Contractor's invoice for the applicable percentage amount.

(c) *Change Orders:* 100% payment is due upon acceptance of Contract.

(d) *Indow Windows:* 100% payment is due upon acceptance of Contract.

(e) *Time and Materials Projects:* A 50% deposit shall be required and weekly progress invoices will be delivered and shall be paid to Contractor within five (5) business days of receipt. The deposit shall be applied toward the final Project price. The deposit amount, minus any costs incurred by the Contractor prior to cancellation (including, but not limited to, mobilization, administrative time, estimating costs, payment processing fees, planning, permits, job materials and labor), is refundable until 72 hours prior to the commencement of the Project. After that time, the deposit shall be forfeited.

5. **LATE PAYMENT/DEFAULT:** A failure to make payment within ten (10) business days from the due date shall be deemed a material breach of this Contract. Client agrees to pay a late charge of 5% per month of any payment not made within the foregoing ten (10) business day period. If payment is not made when due, Contractor shall be entitled to suspend all work on the Project until such time as all payments due have been received by Contractor. Payment for any change order is due upon mutual written acceptance of said change order.

6. **DESTRUCTION AND DAMAGE:** If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Client shall pay Contractor for all of its labor, materials, overhead and expenses (including, but not limited to, all change orders) incurred and profit thereon prior to the destruction or damage. Within thirty (30) days from the date of the Project's destruction or damage, Contractor shall deliver to Client a statement of Contractor's labor, materials, overhead and expenses (including, but not limited to, all change orders) incurred (collectively, "Contractor's Expenses"), profit thereon, all payments received by Contractor from Client prior to the date of the destruction or damage and setting forth a credit due to Client or a balance due from Client. Within ten (10) business days from the delivery and receipt by Client of Contractor's foregoing statement: (a) Contractor shall pay Client the credit due consisting of any amount received by Contractor from Client which exceeds the total of Contractor's Expenses and profit thereon prior to the date of the Project's destruction or damage; or (b) Client shall pay Contractor the balance due consisting of the amount by which the total of Contractor's Expenses and profit thereon exceeds the payments received by Contractor from Client prior to the date of the Project's destruction or damage. Additionally, Client shall pay Contractor for any additional work performed and/or provided by Contractor (including, but not limited to, work performed and/or provided by its subcontractors) in rebuilding or restoring the Project to its

condition prior to such destruction or damage. Further, if the estimated cost of replacing work already accomplished by Contractor exceeds twenty percent (20%) of the final Project price, either the Contractor or Client may terminate this Contract. Upon termination by either party, Contractor shall be excused from further performance under this Contract.

7. **INSURANCE:** Contractor shall maintain general liability and workers compensation insurance. Proof of insurance will be delivered to Client within 72 hours of Client's request.

8. **ASSIGNMENT:** Neither Contractor nor Client may assign this Contract, or payments due under the Contract, without the other party's written consent. Any assignment without the foregoing written consent shall be void and of no effect.

9. **PREVAILING PARTY ATTORNEY FEES AND COSTS:** If any legal action or other proceeding is brought for the enforcement of this Contract, or because of alleged dispute, breach, default, claim or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party (whether such prevailing party is prosecuting a claim and/or establishing a defense) shall be entitled to recover from the other party or parties, as applicable, its reasonable attorney fees, court costs, and costs of experts and investigation, whether during investigation, at trial, upon appeal, during collection of any amounts due (whether prior to judgment or after a final judgment), or during any bankruptcy, reorganization or similar proceeding (including efforts to obtain relief from any stay) if the any party or parties, as applicable, becomes involved in any bankruptcy, reorganization or similar proceeding, and other reasonable costs incurred, in addition to any other relief to which it may be entitled.

10. **WARRANTY:** Contractor's warranty shall be limited to repair or replacement of defects in workmanship within the Project performed by Contractor and which arise and become known for one (1) year from the date of Substantial Completion. Date of Substantial Completion shall be determined by Contractor (in its sole discretion) as the date the Project is sufficiently complete so the Client can utilize the Project for its intended use. All defects in workmanship arising after the foregoing one (1) year period are not warranted by Contractor. The foregoing express limited warranty of Contractor is the exclusive remedy for defects, in lieu of all remedies, implied or statutory including, but limited to, implied warranty of merchantability and/or fitness for any purpose. Moreover, there are no warranties which extend beyond the description on the face hereof. Further, Contractor makes no warranty as to materials, but hereby assigns to Client all warranties on materials as provided by the manufacturer of such materials. Wood products, other than Accoya, have a tendency to move (bow, twist, warp, shrink, swell, etc) in response to changes in weather conditions, and any movement after installation does not constitute a warranty claim or failure of workmanship.

11. **PERFORMANCE:**

(a) Contractor may, at its discretion, engage licensed and insured subcontractors to perform work pursuant to this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

(b) All work shall be completed in compliance with all building codes. To the extent required by law, all work shall be performed by individuals who are duly licensed and authorized as such.

(c) Contractor agrees to remove all debris and leave the premises in broom clean condition.

(d) Client gives permission to Contractor to place company identifying signage on the premises and use any photos or videos of the Project for purposes of marketing and portfolio samples in perpetuity.

(e) When no specific instructions, conditions, techniques or materials are requested by Client, Contractor shall have the sole authority to make all decisions regarding such items. Any changes or specifications requested after work has begun shall be subject to Contractor's discretion and additional charges.

(f) During the window restoration process a more extensive inspection of the windows is done at

Contractor's shop. During this process additional damage may be discovered which was not initially apparent. This shall require additional costs up to but not to exceed five percent (5%) of the final Project price. If additional damage is discovered a change order shall be issued for mutual written acceptance by Client and Contractor prior to continuing the window restoration process.

(g) During the renovation process issues may be discovered upon the commencement of work that shall require additional work or a change to the Project. Any additional work that is required due to unforeseen circumstances discovered shall have a change order issued for approval by mutual written acceptance by Client and Contractor prior to work continuing.

(h) Historic glass is often broken during window and door restoration. If historic glass is broken by Contractor, it shall attempt to replace it with historic glass dependent upon availability and price acceptable to Contractor, in its sole discretion.

12. **SEVERABILITY:** In the event any provision of this Contract or of any exhibit attached hereto and made a part hereof shall be finally determined by a court or an arbitrator(s) to be invalid or unenforceable, the remaining provisions hereof or thereof, as applicable, shall remain in full force and effect.

13. **COUNTERPARTS:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A facsimile or electronic mail copy of this Contract, when executed and transmitted, shall be considered an original, legally binding, and enforceable document.

14. **CONTRACT NOT TO BE CONSTRUED AGAINST DRAFTER:** Should any provision of this Contract and/or any exhibit attached hereto and made a part hereof require interpretation or construction, it is agreed by Contractor and the Client the court, administrative body, arbitrator(s) or other entity interpreting or construing this Contract and/or any exhibit shall not apply a presumption the provisions hereof shall be more strictly construed against one of the parties by reason of the rule of construction a document is to be construed more strictly against the person or entity who itself or through its agent prepared same, it being agreed the parties and/or their respective attorneys and agents have fully participated in the preparation of all provisions of this Contract and any exhibit attached hereto and made a part hereof.

15. **NOTICES:** All notices, requests, demands, claims, and other communications between the Contractor and the Client shall be in writing. Any such notice, request, demand, claim or other communication shall be delivered personally to the recipient, delivered to the recipient by reputable overnight courier service (charges prepaid) or delivered by the United States Postal Service, certified mail, return receipt requested and addressed to the intended recipient at their address stated at the beginning of this Contract or such other address as the recipient party to whom notices, requests, demands, claims and other communications are to be given may have furnished to the other party in writing in accordance herewith. Any such notice, request, demand, claim and other communication shall be deemed to have been delivered and received: (a) when delivered, if personally delivered; (b) the next business day, when sent by reputable overnight courier, or (c) if sent by mail as set forth above on the earlier of, the third (3rd) business day following the date posted or the date on the return receipt.

16. **INTERPRETATION:**

(a) This Contract including any exhibit attached hereto and made a part hereof contains the entire and final agreement among Contractor and the Client and there are no agreements, understandings, warranties or representations among them except as set forth herein. This Contract shall only be modified by a written agreement or change order signed by Contractor and the Client. No agent, employee or other representative of any party is empowered to modify, amend, change or alter any of the provisions of this Contract, unless in writing and signed by Contractor and the Client.

Contractor and the Client agree they waive all rights to rely on or enforce any oral statements made prior to or subsequent to the signing of this Contract.

(b) The terms of this Contract and any exhibit attached hereto and made a part hereof shall be construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida applicable to agreements made, executed and to be performed entirely in that state. Contractor and Client consent the only proper jurisdiction and venue shall be the state courts in Orange County, Florida for a resolution of all disputes arising out of the construction, interpretation or enforcement of any term or provision of this Contract and any exhibit attached hereto and made a part hereof, and Contractor and Client hereby waive the claim or defense such courts constitute an inconvenient forum.

(c) Whenever the context of this Contract or any exhibit attached hereto and made a part hereof requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural and vice versa.

(d) Headings in this Contract or in any exhibit attached hereto and made a part hereof are for convenience only and shall not be used to interpret or construe its provisions.

17. WAIVER OF JURY TRIAL: NO PARTY TO THIS CONTRACT OR ANY PERMITTED ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF: (A) THIS CONTRACT INCLUDING ANY EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF; (B) ANY COURSE OF CONDUCT; (C) COURSE OF DEALING; (D) STATEMENTS (WHETHER VERBAL OR WRITTEN) OR (E) ACTIONS OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE ANY ACTION INVOLVING THIS CONTRACT WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY CONTRACTOR AND THE CLIENT AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NONE OF THE PARTIES HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THE PROVISIONS OF THIS SECTION SHALL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

**Construction Industry Licensing Board
2601 Blairstone Road
Tallahassee, Florida 32399-1039
(850) 487-1395**

19. CHAPTER 558 NOTICE OF CLAIM: CHAPTER 558 FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT

YOUR INTERESTS

Contractor: Scott Sidler - President 3/24/2023
Austin Historical, Inc. Date

Client: City of Brunswick
Date



2141 Rowland Ave
Savannah, GA 31404
www.speros.com | (912) 354-8900

MPSA Cover Page

Customer Information

Customer Name:	City of Brunswick	Customer Number:	City of Brunswick
Legal Notice Address:	1229 Newcastle St	Effective Date:	01/01/0001
Billing Address:	1229 Newcastle St	Billing Contact:	City of Brunswick
Primary Customer Contact:	Matthew Hill	Primary Contact Email:	mhill@cityofbrunswick-gaga.gov
Customer Phone:	(912) 265-4032	Primary Contact Phone:	(912) 265-4032

Scope

This Cover Page to the Master Products and Services Terms and Conditions ("Cover Page") is entered into pursuant to those Master Products and Services Terms and Conditions, as amended by Speros from time to time (the "Terms") that governs the relationship between the Customer listed above and Speros, Inc., a Georgia Corporation with a principal office located at 2141 Rowland Ave., Savannah, GA, 31404-4432 ("Speros") as of the Effective Date listed above. Capitalized terms used herein shall have the meaning set forth in the Terms or the applicable Order Form.

Product and Service Offerings

- Equipment Sales/Rental
- Cloud Computing Services
- Other (provide description):
- As a Service (rental)
- Web & Graphic Design Services
- Managed Services
- Labor

Order Forms

The Parties shall enter into an Order Form for each category of Products and Services listed above. Such Order Forms will set forth the pricing and a more specific description of the Products, Services, or both, to be provided by Speros. Customer shall pay the amount for such Products and Services as set forth in the relevant Order Form.

Signatures

The undersigned representative of each Party hereby represents and warrants that he/she is duly authorized to legally bind such Party to the terms of this Agreement. By signing below, Customer agrees to abide by the Terms, which can be found at <https://speros.com/terms-conditions/>, and any Third Party Terms located at <https://speros.com/3rd-party-terms/>.



2141 Rowland Ave
Savannah, GA 31404
www.speros.com | (912) 354-8900

Equipment Order Form

Pricing is valid for 30 days.

This Equipment Order Form (this "Order Form") is made effective as of the Order Form Effective Date (as defined below) by and between Speros, Inc., a Georgia corporation with principal offices at 2141 Rowland Ave., Savannah, Georgia 31404 ("**Speros**"), and the customer identified below ("**Customer**").

Customer Name

City of Brunswick

Customer Contact Name

Matthew Hill

Customer Contact Number

(912) 265-4032

Customer Contact Email

mhill@cityofbrunswick-gaga.gov

Effective Date of Cover Page/MPSA



Courtroom

Product Details	Quantity
Visual	
PTZ 1080P Full HD 10X HDMI/SDI/USB 3.0/IP/NDI HX/POE Live Streaming Camera	2
Wall Mount Bracket for VPTZ Series Cameras	2
Audio	
Radius NX 12x8 USB-B Programmable DSP, 12 mic/line in, 8 line out, USB audio, 1 I/O card slot, ARC	1
AEC Module, AEC-1 Single Core AEC Coprocessor, 8/6 channels (single/independent references)	1
Bose Professional Panaray MA12 Modular Column Array Loudspeaker, Black	2
Professional WB-MA12/MA12EX Pitch Only Bracket, Black	2
CA Series 2 Channel 500W Ohm/70/100v Amplifier	1
Microphones	
Shure Quad Digital Wireless Receiver	1
Shure 4-Bay Networked Docking Station - Docking - Transmitter/Receiver, Microphone, Battery - Charging Capability	1
Shure Digital Wireless Desktop Transmitter	4
Shure Wireless 15" Gooseneck Microphone, Green/Red LED Ring, Dual Flexible, Cardioid	4
Shure Wired 18" Cardioid Gooseneck Mic with Desktop Base and 10' XLR Cable	5
6' Cable, XLR-F to 3-Pin Phoenix Male	5
1x4 HDMI Distribution Amplifier with Audio De-Embedder	1
Control Switching	
FSR 3.5" Color Touch Control System - IP, 4 IR, 4 232, 4 GPIO	1
2-Gang Desktop Mounting Bracket	1



Courtroom

Product Details	Quantity
HP Business Desktop ProDesk 405 G8 Desktop Computer - AMD Ryzen 3 PRO 5350GE Quad-core (4 Core) 3.60 GHz - 32 GB RAM DDR4 SDRAM - 512 GB M.2 PCI Express NVMe 3.0 SSD - Desktop Mini - Black - AMD PRO 565 Chip - Windows 11 Pro 64-bit - AMD Radeon Graphics D	1
Adtran 1560-8P 8 Port Layer 3 Gigabit Ethernet Switch with PoE+ (150w)	1
WattBox 800 Series IP Power Conditioner 12 Individually Controlled & Metered Outlets	1
APC Smart-UPS 750VA RM 2U 120V with SmartConnect - 2U Rack-mountable	1
Tripp Lite Rack Enclosure Cabinet Cantilever Fixed Shelf 40lb Capacity 1URM - 1U Rack Height - Black - Cold-rolled Steel (CRS) - 40 lb Maximum Weight Capacity	1
CAT6, HDMI, USB, Audio and Control Cables	
4-pair 24-AWG CAT6 Non-Plenum PVC Cable - White (USB over Cat6)	400
8-Cond RJ45 Pass Through Mod End Cat6a/Cat6 Connector	6
2 Con. 18 AWG CMR Shielded Stranded Cable	500
Silverback 4K Ultra Thin HDMI 2.0 Cables, - 3'	1
Light-Link Fiber Optic 4K HDMI 2.0 Cable - 40" - Display	1
Light-Link Fiber Optic 4K HDMI 2.0 Cable - 100" - Display	1
USB 2.0 A to A-3'	1
3-foot CAT6 UTP Patch Cord	4
Raceway and Wire Molding	
W Box 1-1/4" X 3/4" X 6' Raceway White 2 Pack - Raceway - White	7
W Box 1-1/4" X 3/4" Inside Corner White 4 Pack - Corner - White	1
W Box 1-1/4" X 3/4" Joint Cover White 4 Pack - Joint Cover - White	1
W Box 1-1/4" X 3/4" Raceway Ceiling Entrance - White	1
W Box 1-1/4" X 3/4" Elbow White 4 Pack - Elbow - White	1



2141 Rowland Ave
 Savannah, GA 31404
 www.speros.com | (912) 354-8900

Courtroom

Product Details	Quantity
W Box 1-1/4" X 3/4" T Connector 4 Pack - Tee Fitting - White	1
Miscellaneous Mounting Hardware Allowance	1
Installation, Programming and Training	
Estimated Technician Infrastructure Labor	40
Estimated Technician Programming and Configuration Labor	40

Subtotal: **\$44,031.00**



2141 Rowland Ave
Savannah, GA 31404
www.speros.com | (912) 354-8900

Initial Term

"Initial Term" (beginning on the Service Commencement Date)

One (1) Month

Assumptions

The terms of this Order Form are based on the following assumptions: (insert project specific assumptions, if any)

Technical Requirements

Other

Any access over 15 feet will require lift access. The customer will be primarily responsible to provide lift access or scheduling a lift in order to complete scope of work. If the customer cannot secure a lift, Speros will schedule and coordinate a rental lift. The rental charge and a 20% surcharge will be added to your final invoice.

OLD CITY HALL IMPROVEMENTS

Summary of Funding Sources & Uses

FUNDING USES	\$\$ Amount
Window Repairs	27,605.00
Audio / Visual Improvements	44,031.00
TOTAL ESTIMATED PROJECT COSTS	\$ 71,636.00
FUNDING SOURCES	
OCH Repair / Maint Building	23,000.00
OCH Repair / Maint Equipment	9,500.00
Contingency	39,136.00
TOTAL FUNDING USES	\$ 71,636.00
Total transferred to:	
OCH Repair / Maint Building	4,605.00
OCH Repair / Maint Equipment	34,531.00
Total from Contingency	\$ 39,136.00



SUBJECT: REPLACEMENT BPD VEHICLES

COMMISSION ACTION REQUESTED ON: April 19, 2023

PURPOSE: To approve replacement of two (2) police vehicles that were wrecked.

HISTORY: The Brunswick Police Department (BPD) requested replacement of two vehicles that were wrecked in the past six (6) months. Vehicles that were budgeted to be replaced were purchased earlier in the fiscal year. These vehicles were on order from the previous purchase but other vehicles were received due to the delay in delivery time.

FACTS AND ISSUES: The wrecked vehicles are needing to be replaced to ensure that we have proper operating vehicles within the BPD fleet. Normally, it would take several months to replace vehicles but these were from a previous order and are readily available. Equipment from the wrecked vehicles will be used to equip the new vehicles with lights, sirens and radios.

BUDGET INFORMATION: The cost of the vehicles is \$37,141.25 each for a total of \$74,282.50. Funding for the vehicles will be used from Police Department accounts as shown on the attached summary. This is not an amendment to the overall budget; it is an adjustment that requires Commission approval based on the overall costs of the vehicles which were not approved in the original budget.

OPTIONS:

1. Approve the purchase of the additional vehicles for replacement of the wrecked vehicles.
 2. Do not approve the purchase of the additional vehicles for replacement of the wrecked vehicles.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDED ACTION:

Approval is recommended as proposed.

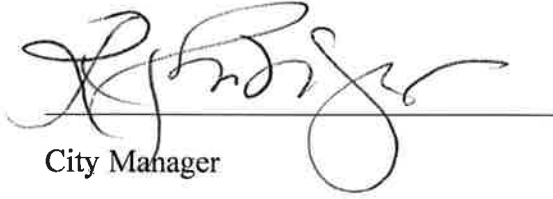
DEPARTMENT: City Manager's Office

Prepared by: Regina M. McDuffie, City Manager

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Approve of the purchase as requested.



City Manager

4/11/2023
Date



Brunswick Police Department

206 Mansfield Street
Brunswick, Georgia 31520
Phone: (912) 267-5559 – Fax: (912) 267-5526
www.brunswickpolice.org



Kevin M. Jones
Chief of Police

Gregory A. Post
Assistant Chief of
Operations

MEMORANDUM

To: Whom it may concern

Re: Patrol Vehicle Traffic Crashes 12/9 & 3/10

From: Capt. M. Wilson

Date: 30 March 2023

The following is the information on the two patrol vehicles involved in traffic crashes that has resulted in both vehicle being totaled.

1. Incident Date: December 9th, 2023 at 14:09hrs - 2018 Dodge Charger VIN-2C3CDXAG5JH262376 Tag- GV7277L. Vehicle number 18-2
Summary: This vehicle was involved in a head on single vehicle crash with utility pole after officer went through medical event at the intersection of "F" St. and J F Mann. The patrol vehicle sustained severe damage to the front end and was totaled as a result of this crash. GCSO Case Number- 22SO024088
2. Incident Date: March 10, 2023 at 00:42hrs – 2017 Dodge Charger VIN-2C3CDXAT1HH650855 Tag- GV1392L. Vehicle number 17-7
Summary: This vehicle was being operated on patrol on this date approaching the intersection of Gloucester St. and Lee St. when a driver heading south on Lee St. ran the stop sign causing a collision with the front end of the patrol vehicle and the other vehicle which was operated by a suspected DUI driver. The patrol vehicle sustained severe damage to the front end resulting in the vehicle being totaled. Report handled by GSP



Matthew Wilson
Patrol Services

Angela L. Smith
Assistant Chief of
Administration

Wan C. Thorpe
Support Services



CITY OF BRUNSWICK

ATTN: Accounts Payable
P. O. Box 550
Brunswick, GA 31521
912/267-5538 Fax 912/267-6039

VENDOR Akins Dodge Government Sale P.O. # _____
 STREET 220 W May St. DATE 3/30/23
 CITY/ST/ZIP Winder Ga. 30680 DEPT. # 3223
 ACCT# 100-1595-1500-55-2200
 PHONE# 7708685271 FAX# _____
 EMAIL <jfarriba@akinsonline.com>

SHIP TO: Capt. M. Wilson 206 Mansfield St. Bwk. Ga. 31520

VIA: Ground Name Ground Address _____ Zip _____
 FOB: _____

TERMS: N/30days NOTES: _____

TAX EXEMPT: (Circle one) Yes No QUOTE#: _____

ITEM#	QTY	U/M	DESCRIPTION	REQD DATE	DEPT. NUM.	ACCT. NUM.	UNIT PRICE	TOTAL
1.	1		2023 Dodge Charger	3/30/23	3223		37,141.25	37,141.25
2.								
3.								
4.								
5.								
6.								
7.								
8.								

P. O. COPIES TO _____

REQUISITIONED FOR: Police Patrol Division JOB NAME: Police Vehicles

COUNTERSIGNED: Capt. Matt Wil DATE: 3/30/23

COUNTERSIGNED: _____ DATE: _____

FUNDING BUDGET NON-BUDGET OTHER

APPROVED BY: Terwin m. Jona 3-30-23 Department Head Date Department Phone# _____

City Manager Date



CITY OF BRUNSWICK

ATTN: Accounts Payable
 P. O. Box 550
 Brunswick, GA 31521
 912/267-5538 Fax 912/267-6039

VENDOR Akins Dodge Government Sale P.O. # _____
 STREET 220 W May St. DATE 3/30/23
 CITY/ST/ZIP Winder Ga. 30680 DEPT. # 3223
 ACCT# 100-3200-3210-54-
 PHONE# 7708685271 FAX# _____
 EMAIL <jfarriba@akinsonline.com>

SHIP TO: Capt. M. Wilson 206 Mansfield St. Bwk. Ga. 31520

VIA: Ground Name Ground Address _____ Zip _____ FOB: _____
 TERMS: N/30days NOTES: _____

TAX EXEMPT: (Circle one) Yes No QUOTE#: _____

ITEM#	QTY	U/M	DESCRIPTION	REQD DATE	DEPT. NUM.	ACCT. NUM.	UNIT PRICE	TOTAL
1.	1		2023 Dodge Charger	3/30/23	3223		37,141.25	37,141.25
2.								
3.								
4.								
5.								
6.								
7.								
8.								

P. O. COPIES TO _____

REQUISITIONED FOR: Police Patrol Division JOB NAME: Police Vehicles

COUNTERSIGNED: Capt. M. Wilson DATE: 3/30/23

COUNTERSIGNED: _____ DATE: _____

FUNDING Capital Outlay BUDGET NON-BUDGET OTHER

APPROVED BY: Levin M. Jones 3-30-23 Department Head Date Department Phone# _____

 City Manager Date

BPD - Vehicle Replacement

Summary of Funding Sources & Uses

FUNDING USES	\$\$ Amount
(2) Police Vehicles	74,282.50
TOTAL ESTIMATED PROJECT COSTS	\$ 74,282.50
FUNDING SOURCES	
Police Admin-Other Capital Outlay	53,000.00
Field Srvs- Compensation/Incentives	21,282.50
TOTAL FUNDING USES	\$ 74,282.50
Total transferred to:	
Field Srvs - Vehicles	74,282.50

ORDINANCE NO.

AN ORDINANCE TO AMEND SECTIONS OF CHAPTER 3 OF THE CITY OF BRUNSWICK CODE OF ORDINANCES; TO PROVIDE FOR DEFINITIONS; TO PROVIDE FOR CLASSES OF LICENSES; TO PROVIDE FOR LICENSE FEES; TO PROVIDE FOR DISTANCE REQUIREMENTS; TO PROVIDE FOR AN AMENITY LICENSE; TO PROVIDE FOR A CATERER'S LICENSE; TO PROVIDE FOR OPEN CONTAINER RESTRICTIONS; TO PROVIDE FOR PROBATION; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

SECTION ONE:

Certain Sections of Chapter 3 are hereby amended as set forth below and shall now read as follows:

ARTICLE I. - IN GENERAL

Sec. 3-1. - Definitions.

Unless a contrary intention is clearly apparent from the context, any term used in this chapter shall have the same meaning as when used in a comparable provision of the Georgia Alcoholic Beverage Code, O.C.G.A. §§ 3-1-1 through 3-10-15, provided that the following terms used in this chapter shall have the following meanings:

Alcohol shall mean ethyl alcohol, hydrated oxide of ethyl or spirits of wine, from whatever source or by whatever process produced.

Alcoholic beverage shall mean and includes all alcohol, distilled spirits, beer, malt beverage, wine or fortified wine.

Alcoholic beverage code shall mean the Georgia Alcoholic Beverage Code presently found at O.C.G.A. title 3, and including future amendments thereto.

Alcohol Treatment Center shall mean any building or location, publicly or privately owned, engaged in the practice of treating any alcohol related illness.

Alcoholic Beverage Caterer shall mean any person that has obtained an off-premises catering license to sell and/or distribute alcoholic beverages by the drink.

Authorized Catered Function shall mean an event for which an Event Permit has been issued pursuant to Section 2-3- 8.1 of this Ordinance for the sale and/or distribution of alcoholic beverages by the drink for consumption at such event.

Beer or malt beverage shall mean any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other product, or any combination of such products in water, containing not more than six percent alcohol by volume, and including ale, porter, brown stout, lager beer, small beer, and strong beer. The term "malt beverage" does not include sake, known as Japanese rice wine.

Beer Specialty Shop shall mean any person, business, or establishment which deals exclusively in the sale and/or distribution, by the drink, of malt beverages for consumption on the premises. For purposes of this ordinance, a beer specialty shop shall not be considered a lounge.

Brewpub shall mean any restaurant in which beer or malt beverages are manufactured or brewed, subject to provisions and limitations prescribed in O.C.G.A. § 3-5-36.

Brewer shall mean a manufacturer of malt beverages.

Brewery shall mean a location licensed to make, produce and bottle alcoholic malt beverages.

Church shall mean any permanent place where religious worship services are regularly conducted.

College Campus shall mean Real property owned by a college or university with educational buildings in which are taught the subjects commonly taught in the colleges of this state.

Crime of moral turpitude shall mean crime which is contrary to justice, honesty, modesty, good morals or a person's duty to other people. Misdemeanors that are crimes of moral turpitude for the purpose of the chapter include but are not limited to theft, bad checks, shoplifting, making terroristic threats, giving false name to a police officer, false swearing, forgery, fraud or extortion.

Distilled spirits shall mean any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume including, but not limited to, all fortified wines.

Distiller shall mean a manufacturer of distilled spirits.

Distillery shall mean a location engaged in distilling, rectifying and blending distilled spirits.

Farm Wineries shall mean a winery as defined in O.C.G.A. § 3-6-21.1.

Financial interest shall mean, but is not limited to, the holding of any indebtedness or security interest in a business.

Grocery store shall mean a retail establishment which has at least 85 percent of its total retail floor space reserved for the sale of food and other nonalcoholic items and conducts all of its sales inside the building containing its retail floor space.

Growler shall mean a reusable container no greater than 64 ounces used to transport draft beer for off-premises consumption.

Keg shall mean any container of malt beverage sold at retail and having a capacity in excess of two gallons.

Home-brew beverage shall mean any malt beverage produced pursuant to O.C.G.A. § 3-5-4.

Home-brew special event shall mean any contest, judging, tasting, or other similar event that occurs at a central location outside of private residences whereby different home-brew beverages that have been manufactured in private residences are sampled, compared, and consumed by participants in and judges of such events for awards, money, prizes, recognition or any other valuable consideration.

Hotel shall mean a building or other structure kept, used, maintained, advertised and held out to the public to be a place where sleeping accommodations are offered for adequate pay to travelers and guests, whether transient, permanent or residential, in which 50 or more rooms are used for the sleeping accommodations of such guests, such sleeping accommodations being conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation. Motels meeting the qualifications set out in this definition for hotels shall be classified in the same category as hotels.

Housing Authority Property shall mean any property containing 300 housing units or fewer owned or operated by a housing authority created by Article 1 of Chapter 3 of Title 8, the "Housing Authorities Law."

Immediate family shall mean any person related to the holder of an alcoholic beverage license within the first degree of consanguinity or affinity as determined according to canon law, which shall include a person's spouse, parents, stepparents, parents-in-law, brothers and sisters, stepbrothers and stepsisters, brothers-in-law and sisters-in-law, children, stepchildren, and children-in-law.

Licensed premises shall mean the location that includes all the space or area owned, leased and/or controlled by the licensee and used for the purpose of operating under the license, including but not limited to all rooms wherein alcoholic beverages are sold, furnished, served, or consumed, except when such a room is located in a hotel, motel, or similar facility or in a shopping center in which case only such room and any

adjoining storage, office, toilet, and other similar rooms shall constitute the licensed premises. For ~~Class D, E, or F classes providing for on-premise consumption licenses~~, such premises include adjoining patios, decks, porches or sidewalk cafes. A floor plan for each licensed premise as defined herein must be submitted with each application for a license under this chapter.

Licensee shall mean the individual to whom an alcoholic beverage license is issued or, in the case of partnership or corporation, all partners, officers, and directors for the partnership or corporation.

Liquor store shall mean that class of retail package dealer licensed to sell distilled spirits for off-premises consumption; also includes package stores licensed for sale of malt beverages or wine, or both, in addition to distilled spirits.

Lounge or bar shall mean an establishment licensed for retail sale of beer, wine, or distilled spirits, or any combination thereof, for on-premises consumption, and having seating accommodations for not fewer than 12 persons.

Malt beverage shall mean any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than 14 percent alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

Manufacturer shall mean any maker, producer, or bottler of an alcoholic beverage. The term also means:

- (a) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits; and
- (b) In the case of any malt beverages, any brewer; and
- (c) In the case of wine, any vintner.

Manager shall mean any person who supervises the regular operations of a business licensed under this chapter.

Minor shall mean any person under 21 years of age.

Non-restaurant bar shall mean a lounge or bar which is not part of a "restaurant" as defined below.

Package shall mean a bottle, can, keg barrel, growler, or other original consumer container.

Package Goods Retailer shall have the same meaning as provided by O.C.G.A. § 3-3-10.

Pouring license shall mean a license for retail sale for on-premises consumption of alcoholic beverages including beer, wine, and distilled spirits.

Premises shall mean the building and real property described in the application as approved by the city commission where the licensed operations are to be conducted, and shall include all parts of the address at which the license is located according to the application as approved by the commission, including all floors of any building or structure unless the approved application reflects otherwise. This meaning shall apply even though some parts of the licensed premises may not be used for customer service.

Private club shall mean a corporation organized and existing under the laws of the State of Georgia, like fraternal or veterans' organizations, having bylaws and being a part of a national organization in existence for at least one year immediately prior to the application for any license hereunder, having at least 75 members, regularly paying monthly, quarterly or semiannual dues, organized and operated exclusively for fraternal brotherhood, pleasure, recreation and other non-profitable purposes, no part of the net earnings of which inure to the benefit of any stockholder or member, and owning, hiring or leasing a building or space therein for the reasonable use of its members with suitable kitchen and dining space and equipment, and maintaining and using a sufficient number of employees for cooking, preparing and serving meals for its members and guests; provided, that no member or officer, agent or employee of the club is paid, or directly or indirectly receive in the form of salary or other compensation, any profits from the sale of distilled spirits or any beverage licensed hereunder to the club or its members or guests beyond the amount of such salary as may be fixed by its members at any annual meeting or by its governing board out of the general revenue of the club.

Restaurant shall mean an eating establishment, serving prepared food which is offered to the general public, and which derives at least 50 percent of its total annual gross sales from the sale of prepared foods. Restaurant does not include bars which may be licensed for food service but which do not meet the above requirements.

Retail consumption dealer shall mean a holder of a license to sell alcoholic beverages at retail for consumption on-premises; holder of a pouring license.

Retail package dealer shall mean a holder of a license to sell alcoholic beverages in their original package at retail for off-premises consumption only. Sometimes referred to loosely as a "package store." License may include sale of malt beverages, wine or distilled spirits, or some combination of same.

School building or educational building on a college campus or governmental or church school buildings shall mean such buildings at such other schools as teach the subjects commonly taught in the common schools and colleges of this state, and which are public schools or private schools as defined in O.C.G.A. § 20-2-690(b).

Special Event Venue shall mean an establishment, including social gathering event centers, that is rented by individuals or groups intended to accommodate public and private events and functions, social, entertainment, or educational gatherings to include meetings, music events, weddings, receptions, banquets, fundraisers, parties, private performances, art shows, and other celebrations, and which establishment shall include a permanent structure which houses an onsite kitchen or catering capabilities.

Tasting Event shall mean an event at a licensed premises authorized by law or regulation to hold such an event and is to the applicable laws and regulations governing the same.

Wholesale or wholesale dealer shall mean any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.

Wine shall mean any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to the definition of wine contained in this section.

Wine Specialty Shop shall mean any person, business, or establishment which deals exclusively in the sale and/or distribution, by the drink, of wine for consumption on the premises. For purposes of this ordinance, a wine specialty shop shall not be considered a lounge.

Sec. 3-2. – License –Required; Classes; Fees.

(a) *License required.* It shall be unlawful for any person to manufacture, serve, furnish, sell or offer for sale, at retail or wholesale, within the city limits of the City of Brunswick, any alcoholic beverage, including malt beverage or wine, without having a manufacturer’s license or retail or wholesale alcoholic beverage dealer’s license. It shall be unlawful for any person to manufacture, serve, furnish, sell or offer for sale, at retail or wholesale, within the city limits of the City of Brunswick any alcoholic beverage, including malt beverage or wine, in violation of the terms of such license or this chapter.

(b) *Classes.* The licenses shall be divided into the following classes:

1. Class A, retail liquor, beer and wine package.
2. Class B, retail beer and wine package.

3. Class B2, retail beer only.
4. Class B3, retail wine only.
5. Class C, Consumption on Premises, liquor, beer and wine.
6. Class D, Consumption on Premises, beer and wine.
7. Class D2, Consumption on Premises, beer only.
8. Class D3, Consumption on Premises, wine only.
9. Class E, Wholesale Liquor.
10. Class F, Wholesale Beer and Wine.
11. Class G, Brewer, manufacturer of malt beverages.
12. Class H, Brew Pub Operator.
13. Class I, Hotel.
14. Class J, Manufacturer of Wine.
15. Class K, Distiller, Manufacturer of Distilled Spirits.
16. Class L, Caterer.
17. Class M, Specialty Shop, beer or wine.
18. Class N, Amenity License.

Sunday Sales Permits All licensees who engage in Sunday Sales as permitted herein under Sec. 3-13 shall be required to have a separate Sunday sales permit. A fee in the amount of \$300.00 shall be charged for an applicant seeking Sunday Sales Permit. A fee in the amount of \$115.00 shall be charged for any applicant seeking the renewal of a Sunday Sales Permit. These fees shall be charged in addition to the application or renewal fee set forth in subsection (c) below.

Delivery Permits All licensees who seek to engage in the Delivery of Alcohol as permitted herein under Sec. 3-8.2 shall be required to obtain a separate delivery permit. A fee in the amount of \$115.00 shall be charged for any licensee seeking to obtain the license. A renewal fee of \$115.00 shall be charged for any renewal.

- (c) *Fees.* Any applicant for a new license shall pay a non-refundable application fee of \$290.00; Any applicant seeking a renewal of their license shall pay a non-

refundable renewal fee of \$115.00. Before a new license shall be granted, the applicant therefor shall comply with all rules and regulations adopted by the Mayor and City Commission regulating the sale of alcoholic beverages and each applicant shall pay a license fee in accordance with the scale fixed, from time to time, by the Mayor and City Commission set forth below and kept on file with the code enforcement officer. The basic fees for each type of license listed in paragraph (b) hereinabove shall be as follows:

1. Retail Liquor, Beer and Wine Package, \$2,875.00.
2. Retail Beer and Wine Package, \$609.00.
3. Retail Beer Only, \$405.00.
4. Retail Wine Only, \$405.00.
5. Consumption on Premises, Liquor, Beer and Wine \$2,875.00.
6. Consumption on Premises, Beer and Wine, \$920.00.
7. Consumption on Premises, Beer Only, \$575.00.
8. Consumption on Premises, Wine Only, \$575.00.
9. Wholesale Liquor, \$1,000.00.
10. Wholesale Beer and Wine, \$865.00.
11. Brewer, manufacture of Beer, \$2,875.00.
12. Brew Pub Operator, \$920.00.
13. Hotel, shall pay a license fee in an amount equal to the fee charged for an On-Premises Consumption License as set forth in items 5, 6, 7 and 8 above.
14. Manufacturer of Wine, \$2,875.00.
15. Distiller, Manufacturer of Distilled Spirits, \$2,875.00.
16. Caterer, \$750.00.
17. Specialty Shop, \$575.00.
18. Amenity License, \$750.00, per annum.

- (d) Proration of fees. The fee for a new alcoholic beverage license for a portion of the year shall be prorated from the date of the application. Any holder of a license issued pursuant to the provisions of this article who discontinues the operation of his business because of a documented hardship may apply for a refund of a portion of the unearned license fee previously paid, and the license fee shall be prorated on a monthly basis as of the last day of the month in which the business discontinued.

Sec. 3-3. - Application.

- (a) Application for a license to manufacture or sell alcoholic beverages or renewal of such a license shall be made on a form to be furnished by the city and shall be made under oath. The complete address of each applicant and applicant's Social Security number shall be furnished together with such further information as the city may require on the form. Any knowingly untrue, misleading or omitted statement or information shall be cause for denial or non-renewal and, if a license has been granted, shall be cause for revocation. Each application shall be filed together with a certified or cashier's check in payment of the application, renewal and/or license fee required by subsection 3-2(c).
- (b) An application shall be made in the name of all the owners of the business, if the owners are natural persons, and in the name of all managerial employees. If the owner is a corporation, application shall be made in the name of all corporate officers who will be directly concerned in the operation of the business and in the name of all managerial employees. All such persons must meet the requirements of this chapter.
- (c) The license application shall require the disclosure of any conviction of each applicant for any violation of federal, state, or local law involving alcoholic beverages, gambling, taxes or moral turpitude.
- (d) The City of Brunswick shall conduct an investigation on each applicant to determine whether said applicant is eligible to receive a license under this Code section. Each applicant authorizes the City of Brunswick and its agents to secure from any court, law enforcement agency, or other public agency his or her criminal history and the criminal history of all individuals required to be listed on the application, including but not limited to sole proprietor, partners, members, corporate officers, stockholders, and managers, and authorizes The City of Brunswick to use such information in determining whether the license applied for shall be issued. Each applicant waives any right that he would otherwise have to preclude the City of Brunswick or its agents from obtaining and using such information and each applicant further waives any liability of the City of Brunswick or its agents for obtaining and using such information, and agrees to indemnify and hold the City of Brunswick harmless against the claims of any person listed by the applicant on the application and by doing so has authorized the City of Brunswick to investigate. The police department shall make an arrest and conviction

investigation concerning any applicants hereunder and all individuals required to be listed on the application, including but not limited to sole proprietor, partners, LLC members, corporate officers, corporate stockholders, and managers.

- (e) An application shall include a survey be prepared by the applicant showing the location of the proposed licensed business is not in violation of the distance requirements set forth in Section 3-7(g). Said survey shall illustrate the application of minimum distances in accordance with the manner of measurement provided for by state law. Upon receipt of the survey, the City Marshal may conduct his or her own measurements of the distances identified in the survey to confirm the applicant is in compliance with distance requirements discussed herein. If the City Marshal determines the survey is inaccurate causing the proposed location to be in violation of Section 3-7(g), he or she shall immediately notify the applicant in writing and provide the findings of his measurements.
- (f) The license application shall contain a statement as to whether an applicant holds any other license for the sale of alcoholic beverages and the location thereof.
- (g) If the proposed licensed premises requires construction or substantial renovation, the applicant shall submit a detailed set of plans and specifications showing the exact location of the proposed licensed premises, the construction proposed to be carried out by the applicant and the anticipated time for completion of construction.
- (h) As a prerequisite to the issuance of any license, each applicant shall furnish a complete set of fingerprints; provided, however, this requirement may be waived upon recommendation of the police chief where such requirement may be impossible or impractical. Such waiver shall be disclosed to the City Commission during the presentation of the application.
- (i) The city commission may require such additional information as it may deem necessary.
- (j) Any applicant for a new or renewal license, who desires to engage in Sunday sales pursuant to subsection 3-13(d) shall complete a separate application form to be furnished, along with the basic application form, by the city, such Sunday sales application form to include the following statement made by the applicant under oath: "By applying for a license to sell alcoholic beverages at retail for consumption on premises on Sundays, I am representing to the city commission of Brunswick that the licensed premises is either (1) a restaurant which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served; (2) an establishment which derives at least 50 percent of its annual gross income from the rental of rooms for overnight lodging; or (3) is otherwise allowed by state law to serve alcohol for consumption on premises on Sundays. (If applicant seeks Sunday sales licensure for a new establishment, I represent that the anticipated annual revenue will be as required above.) I further certify that, if a

restaurant, the licensed premises will not be used for Sunday sales unless there is a currently valid permit for restaurant operation issued by the county health department. I further certify that I will furnish my bookkeeping/financial records for inspection within seven days of my receipt of a written request for production of same from the chief of the city police department or the city manager so that eligibility of the licensed establishment may be monitored."

- (k) Any applicant seeking a new license, or the renewal of a license, shall submit an affirmation demonstrating its understanding and acceptance of the provisions set forth in this Chapter of the City of Brunswick Code of Ordinances. Such affirmation shall be made in writing and executed in the presence of a notary public.
- (l) Any applicant seeking a new license, or the renewal of a license, shall submit a certification showing the licensee and its employees are trained in accordance in Section 3-28 of this Code of Ordinances.

Sec. 3-4. – When issuance of license is prohibited.

Issuance of licenses required under section 3-2 is limited as set forth below.

- (a) Alcoholic beverage licenses shall not be issued to the following:
 - 1. Any person or member or who has been convicted of driving under the influence of intoxicants or drugs or who has pleaded nolo contendere or forfeited bond in connection with any such charge within the preceding two years; or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred. If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal.
 - 2. Any person who has been convicted within 15 years immediately prior to the filing of the alcoholic beverage application with the city of any felony or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred. If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal; Any person who has been convicted of a violation of law pertaining to the sale of alcoholic beverages or the sale or possession of a controlled substance or who has pleaded nolo contendere or forfeited bond in connection with any such charge within the preceding five years;
 - 3. Any licensee who has been convicted of three violations of the ordinances of the City of Brunswick alcoholic beverages licensed hereunder within the last five years immediately prior to the filing of the licensee's application with

the city, except as specifically provided in paragraph (c) below, concerning revocation of alcohol license, or paragraph (d) below, concerning selling alcohol to underage persons. For the purposes of this code section, any employee of a licensee that is convicted of a violation of the ordinances of the City of Brunswick shall count as a conviction of the licensee. If at the time of application, the applicant is charged with any of the offenses prescribed in this subsection, consideration of the application shall be suspended until entry of a plea or verdict or dismissal; or

4. Any partnership, unless all partners qualify and are not in violation of the preceding requirements;
5. Any corporation, unless all officers qualify who will be directly concerned in the management of the business;
6. Any person whose business will be managed or operated by a person who could not acquire a license under the terms of this chapter, except as to the citizenship requirement provided in this article;
7. Any person whose license to manufacture or sell alcoholic beverages has been revoked by any licensing authority during the preceding five years;
8. Any person who owes any debt or obligation to the City of Brunswick or Glynn County, including but not limited to excise taxes, occupational taxes, property taxes, or utility fees;
9. For purposes of this section, the period of time relating to a prior conviction, plea of nolo contendere, or forfeited bond shall be calculated from the date the offense occurred, not from the date of disposition.

(b) For 12 consecutive months immediately following the date of the revocation, no person whose license was revoked shall be eligible for renewal or issuance of a license at the same location for which the previously revoked license was issued. Furthermore, during said 12-month period, the person whose license was revoked shall not be eligible to apply for any additional licenses above the number of licenses held immediately prior to said revocation. In determining the number of licenses that may be renewed or issued to said person after revocation, the finance director shall not include the revoked license.

(c) No person shall hold a license in any retail category hereunder and a license under any wholesale category at the same time.

Sec. 3-6. - Consideration for issuance.

In determining whether or not any alcoholic beverage license application should be granted, the following shall be considered in addition to other provisions of this chapter:

- (a) An applicant's character and mental capacity to conduct the business, his or her personal associations, record of arrest and reputation in any community in which he or she has resided and whether or not he appears likely to operate the business in conformity with federal, state and local laws;
- (b) If the applicant previously held a license to manufacture or sell alcoholic beverages, whether or not he has violated any law, regulation or ordinance relating to such business and the circumstances of any violation;
- (c) If the applicant previously held a license to sell alcoholic beverages, the manner in which he conducted such business so as to reduce or increase the necessity for police observation or intervention;
- (d) Whether the applicant previously had a similar license suspended or revoked and the reason therefor;
- (e) Other factors that may affect the general public health and welfare, including, without limitation, the number of existing active alcohol licenses in the area, the type of license applied for, the effect the license would have on schools, churches and public facilities in the area, the effect the license would have on existing land uses in the area, the character of the area and its suitability for the particular use sought, and the congestion of roads and streets.
- (f) The city commission may consider the history of operations of bars and other establishments at the site specifically applying for a license and the city commission may consider the history of the businesses operated by the applicant among other factors the commission deems fit in its discretion to determine whether a license should be granted.
- (g) The city commission may require as a condition of issuance of a liquor license or a renewal of a particular license, or as a condition of probation that security guards be present on the premises in non-restaurant bars. If the city commission requires the use of security guards, terms of use shall be as set by the city commission (regarding, e.g., hours of security presence, location, level of training, and other terms as the city commission deems appropriate). Such officer could be retired or off-duty from the Brunswick Police Department, the Glynn County Police Department, or any other Georgia or Federal law enforcement department.
- (h) An applicant for a new license shall seek consideration from the appropriate Neighborhood Planning Association ("NPA") regarding the possible effects of the license on the surrounding areas. To initiate this process the applicant shall first contact the City of Brunswick Community Development Department to identify the appropriate NPA and submit a request for consideration by that NPA. The NPA may issue a letter to the applicant identifying what impacts, if any, the new license will have on the NPA's area of operation. If the applicant complies with the terms

of this section but the NPA does not respond within three (3) weeks of receiving notice from the Applicant, the Applicant can apply to the City's Community Development Department for a letter certifying the Applicant's efforts to contact the NPA. The application can then proceed to be presented to the City Commission.

- (i) When any application is denied or any license is revoked because of a decision by the City of Brunswick that such license or application fails to meet any of the factors or requirements of subsection (e) of this section or in any case where such a decision was made because of the undesirability of the location itself, no application can be made until at least six months has elapsed from the date the previous application was denied or revoked or, if that decision was appealed to any court, until one year after a final, unappealed or unappealable disposition was made of such appeal.
- (j) When any application is denied or any license is revoked because of a decision by the City of Brunswick that such licensee or applicant fails to meet the requirements of subsections (a) through (d) of this section or in any case where such a decision was made because of the ineligibility of the applicant to receive or the licensee to retain an alcoholic beverage license, that applicant or former licensee may not apply for an alcoholic beverage license in the City Brunswick until at least six months has elapsed from the date the previous application was denied or revoked or, if that decision was appealed to any court, until one year after a final, unappealed or unappealable disposition was made of such appeal.
- (k) Council discretion. The granting of an alcohol license under the provisions of this chapter shall be deemed a privilege only, and nothing herein contained shall be construed as granting any person whose business is subject to municipal regulation any legal right to obtain an alcohol license.

Sec. 3-7. General Regulations Pertaining to all Licenses.

(a) Location, Transfers.

1. *License not transferable to another location.* Each license is issued for a specific location only and may not be transferred to another location. A new application is required for each licensed premise. No license, except for a manufacturer license, may be issued to different licensees for the same location.
2. *Transfer of license to another person.* No license for the sale of alcoholic beverages shall be transferred or continued after a licensee dies or severs their ownership of the licensed establishment except as provided herein:
 - i. In the case of the death of a licensee, the establishment shall be allowed to continue to sell alcoholic beverages for a period of ninety (90) days from the date of death of the licensee or any one of the

licensees or until the expiration of the existing license or until the approval of a new license for the establishment, whichever occurs first.

- ii. In the event that a licensee who holds a license with other licensees severs his association with a licensed establishment, the establishment may continue to sell alcoholic beverages for a period of thirty (30) days from the date of surrender or the date determined by the License Officer to be the date of severance based upon a reasonable interpretation of the information available to him. PROVIDED, HOWEVER, that no such continued sales shall be allowed until such time as an application for a transfer to the name(s) of the new owners shall have been filed with the City of Brunswick. Such application for transfer shall set forth the new ownership of the establishment or the licensed corporation, name the severed licensees and provide such information as the License Officer shall request to document the change of interest, control or ownership. For purposes of this ordinance, a severance shall have occurred when any partner or joint venturer or other holder of a license shall have sold his ownership interest in said licensed establishment except that no severance shall have occurred where the licensee is a corporation and less than 20% of any class of stock of the corporation shall be sold. A name change without any transfer of stock of any corporation or ownership of any partnership shall not be a severance.
- iii. Except as provided herein, any change in the ownership of an entity holding a license shall cancel and revoke any alcoholic beverage license issued by the City of Brunswick for the establishment automatically, without the necessity for any hearing.
- iv. A transfer fee of \$100.00 and an investigation fee of \$375.00 per license to be transferred shall accompany any application for transfer.
- v. No license shall be transferred if any prospective owner fails to meet the requirements of a licensee as set forth in this Code of Ordinances or in state law at the time of transfer.
- vi. Any violation of this section shall result in revocation of the license for the establishment involved and a fine up to \$1,000.00 or up to sixty (60) days imprisonment or both for both the old and the new ownership.

- (b) *Interests of public employees; prohibited.* No license shall be granted to any City of Brunswick, state or federal employee whose duties include the regulation or policing of alcoholic beverages or licenses or any tax-collecting activity.
- (c) *Inspection of books and accounts.* Upon demand by the Director of Finance, or his designated representative, any person holding a license from the City of Brunswick, Georgia, shall open to the Director of Finance, or his or her designated representative, his or her place or places of business for the purpose of enabling the director or his or her representative to ascertain and gain such information as may be necessary for determination of the proper classification of such license holder for license fee purposes and determination of the correct amount of license fee to which such person is subject. Upon demand by the Director of Finance, or his or her designated representative, any person holding a license from the City of Brunswick shall furnish the director or his representative, during normal business hours at such person's place of business, all books of account, invoices, papers, reports and memoranda containing entries showing amount of purchases, sale receipts, inventory and other information, ascertained and from which the correct amount of the fee to which he or she is subject may be determined, including exhibition of bank deposit books, bank statements, and copies of sales tax reports, and any other such documents as the City of Brunswick may deem necessary. Any person holding a license from the City of Brunswick shall secure, preserve, maintain and keep for a period of three years the records and documents enumerated and referred to in this section.
- (d) *Failure to open.* All holders of licenses issued hereunder must within 45 days after the issuance of such license open for business the establishment referred to in the license. Failure to open the licensed establishment as referred to within such period shall serve as a forfeiture and cancellation of the unused license and no refund of the license fee shall be made to the license holder. A holder of a license issued hereunder may apply for a one-time extension of forty-five (45) days upon approval of a hardship waiver by the City Commission.
- (e) *False representation of age.* It shall be unlawful for any person to falsely misrepresent his age in any manner whatsoever for the purposes of purchasing or otherwise acquiring any beverage licensed hereunder.
- (f) *Adding to, refilling bottles, misrepresentations as to quantity, etc.* It shall be unlawful for a licensee hereunder, his employees, subcontractors or his agents, to add to the contents of a bottle or to refill an empty bottle or in any manner to misrepresent the quantity, quality or brand name of any beverage licensed hereunder.
- (g) *Distance Requirements.*
1. The applicant shall list all churches, colleges, residences, schools, and alcoholic treatment centers within 750 feet of any portion of the proposed

licensed premises and the distance between property lines of the proposed place of business and the property lines of schools, colleges, churches, alcoholic treatment centers and residences within 750 feet of the proposed place of business.

2. No license shall be issued for the retail sale of distilled spirits for off-premises consumption within 300 feet of any church building, educational building, school grounds of college campus.
3. No license shall be issued for the sale of distilled spirits, wine, or malt beverages within 300 feet of an alcohol treatment center owned and operated by the state, Glynn County or the City of Brunswick.
4. No license shall be issued for the retail sale of any wine or malt beverages for consumption off premises within 300 feet of any school building, school grounds, or college campus. Nothing in this subparagraph shall prohibit the issuance of a license to a grocery store for the retail sale of only wine and malt beverages for consumption off the premises within 300 feet of any school building, school grounds, or college campus.
5. No license shall be issued for the sale of any alcoholic beverages for consumption on premises within 300 feet of any housing authority property.
6. No new license shall be issued for retail sale of alcoholic beverages for off-premises consumption without consideration by the city commission of the proximity of the location proposed for the establishment to any property zoned for or used for residential purposes, any property with a valid license for sale of alcoholic beverages for off-premises consumption, or which is owned by the city or other government agency and planned for residential use. Where the applicant's proposed place of business is located within 1,500 feet of any property zoned for or used for residential purposes, any property with a valid license for sale of alcoholic beverages for off-premises consumption, or which is owned by the city or other government agency and planned for residential use, then any motion to approve the location must be accompanied by a statement substantially to the effect that such proximity has been considered and it is the commission's finding that the proximity does not cause the establishment of the licensed premises as proposed to be harmful to the welfare of the community or otherwise unsuitable for the location. For purposes of this subsection, the distance shall be measured from the main entrance of the proposed new licensed business to the nearest boundary of the residential parcel in question using the most direct method of travel using public sidewalks, streets, and other public rights-of-way.
7. No new license shall issue, or new location be approved, for retail sale of any alcoholic beverage for consumption on premises without consideration

by the city commission of the proximity of the location proposed for the establishment to any nearby school, college, church or residences. If any school, college, church or residence is located within 600 feet of the main entrance to the proposed licensed premises, then any motion to approve the location must be accompanied by a statement substantially to the effect that such proximity has been considered and it is the commission's finding that the proximity does not cause the establishment of the licensed premises as proposed to be harmful to the welfare of the community or otherwise unsuitable for the location.

8. The distance requirements found herein shall not apply to applications made on behalf of locations falling within the City's designated GC Core Zoning District.
9. A license shall not be considered a new license for purposes of this subsection, and thus the distance requirements set forth herein shall not apply, if:
 - i. it is a renewal of an existing license at an existing licensed location; or
 - ii. a change of owner at an existing licensed location; or
 - iii. the licensing of a business at a location if the sale of alcoholic beverages was lawful at such location at any time during the 12 months immediately preceding such application.

(h) *Registered Agent*. All licensed establishments must have and continuously maintain in the City a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter to be served upon the licensee or owner may be served. This person must be a resident of the City or a licensed attorney practicing law that maintains an office in the City. The licensee shall file the name of such agent, along with the written consent of such agent, with the code enforcement officer and shall be in such form as he may prescribe.

Sec. 3-8. - Sale for consumption on the premises.

Alcoholic beverages shall not be sold at retail for consumption on the premises, except in the following types of licensed businesses:

- (a) Restaurants, other than fast food restaurants, serving prepared food which is offered to the general public. As used in this subsection, "fast food restaurant" means a restaurant that transacts more than 15 percent of its sales through a carry out window;

- (b) Hotels or motels kept, used, maintained, advertised and held out to the general public as places where sleeping accommodations are offered to guests, whether transient or permanent, and having a public dining room where at least two meals a day are served;
- (c) Lounges where seating accommodations are provided for not fewer than 12 persons;
- (d) Private clubs or bona fide associations of individuals organized for fraternal purposes, conducted solely for the use and benefit of their members and their beneficiaries.
- (e) Restaurants with a pouring license may sell wine or beer for consumption on certain city-owned premises in accordance with the provisions of article II of this chapter.
- (f) Brewpubs may be licensed for the sale for consumption on the premises by applying and obtaining a brewpub license in accordance with the provisions of this chapter. Brew pub license holders are subject to state law limitations set forth in O.C.G.A. § 3-5-36 and any other corresponding state or local regulations or requirements.
- (g) Farm Wineries shall be permitted to offer the sale of alcohol for consumption on the premises as provided by O.C.G.A. §§ 3-6-21.1, 3-6-21.2 and 3-6-21.3 as may be amended by the State from time to time.
- (h) A Brewery shall be permitted to offer the sale of alcohol for consumption on the premises as provided by O.C.G.A. § 3-5-24.1 as may be amended from time to time.
- (i) A Distillery shall be permitted to offer the sale of alcohol for consumption on the premises as authorized by O.C.G.A. § 3-5-24.2 as may be amended from time to time.
- (j) Certain businesses seeking amenity licenses, provided the following rules and regulations are followed:
 - 1. A non-eating establishment that offers beer and/or wine as an act of hospitality, where it is clearly a secondary function of the business, shall be eligible to apply for a beer and/or wine amenity permit. Eating establishments shall not be eligible for a beer and/or wine amenity permit.
 - 2. An amenity permit shall allow the permit holder to offer beer and/or wine as an act of hospitality and shall not be part of the core operations of such establishments.

3. The amenity permit need only be applied for once and shall automatically renew when the occupational tax certificate is renewed, provided, however that the city may revoke or suspend such amenity permit and/or impose such conditions on its operation at the city's discretion for violations of this chapter or in furtherance of the health, safety, and welfare of the city's inhabitants.
 4. Only businesses located within the City's designated GC Core or MU/CC/H Zoning District shall be eligible for an Amenity License.
 5. The license shall permit the service of amenity beer and/or wine in accordance with the limitations of this code section no more often than two days per calendar month and the business shall maintain a record of the day(s) upon which beer and/or wine are provided in accordance herewith and shall make same available to the city for inspection upon request.
 6. The license shall permit the service of no more than one six-ounce serving of wine or one twelve-ounce serving of beer to a person within a single business day.
 7. The provision of beer and/or wine shall be subject to this code and to all applicable state laws which address the use and serving of alcoholic beverages, and no one who is under twenty-one (21) years of age or intoxicated may consume wine or beer.
 8. The initial amenity permit application shall include a background check. A \$500.00 administrative fee shall be charged to cover this administrative process.
- (k) In wine specialty shops or beer specialty shops, provided the following rules and regulations are followed:
1. Alcoholic beverages may only be served Monday through Saturday between the hours of 11:00 a.m. and 11:00 p.m.;
 2. No alcoholic beverages for consumption on the premises may be sold or served on Sundays, except as set forth in section 3-13 when New Year's Eve falls on a Sunday;
- (l) At Special Event Venues that are located in a zoning district where Special Event Venues are duly authorized as a permitted use or an approved and permitted conditional use or special use.

Sec. 3-8.1. – Alcoholic Beverage Catering

- (a) Off-Premises License Issued by the City of Brunswick. Any person that holds a valid license issued by the City to sell alcoholic beverages for consumption on the premises (as provided for in this Ordinance) may apply for and be issued an off-premises catering license by the City that permits said person to sell and/or distribute alcoholic beverages by the drink off-premises at an Authorized Catered Function. Any person seeking an off-premises catering license shall make application therefore with the City, which shall be processed and decided according to the same guidelines set forth for other licenses under this Chapter, including payment of the application fee and annual license fee set forth in Ordinance Section 3-2. Upon issuance of an off-premises catering license by the City or the designated license officer, an Event Permit as set forth in this section shall be required for each Authorized Catered Function.
- (b) Off-Premises License Issued by Other Jurisdictions. If a person is licensed by a municipality or county of this State (other than the City of Brunswick) to sell alcoholic beverages by the drink for consumption on the premises and also holds a valid off-premises catering license issued by the same licensing authority, such person may sell and/or distribute alcoholic beverages by the drink at an Authorized Catered Function, provided that such person obtains an Event Permit for each function as set forth in this section.
- (c) Bona Fide Nonprofit Civic Organization. A Bona Fide Nonprofit Civic Organization (hereinafter referred to as "Nonprofit Civic Organization") may distribute alcoholic beverages by the drink at an Authorized Catered Function without an alcoholic beverage license, provided that such Nonprofit Civic Organization first obtains an Event Permit for each function as set forth in this section. Nothing in this code section shall prohibit a Bona Fide Nonprofit Civic Organization from obtaining a Special Event Permit Issued by the Georgia Department of Revenue.
- (d) Event Permit Application. Any person authorized under paragraphs (a), (b), or (c) of this section to sell and/or distribute alcoholic beverages at an Authorized Catered Function shall apply for and obtain an Event Permit issued by the City Manager or Deputy Marshal prior to serving alcohol at such function. Applications should be submitted at least fifteen (15) calendar days prior to the event and shall include:
1. The name of the Alcoholic Beverage Caterer (including license number) or Nonprofit Civic Organization, and the name and phone number of the representative for same who will be at the event;
 2. A plan of the event, which includes: (a) the date, location and hours of the event; (b) the number of persons expected to be in attendance; (c) the location of guest parking; and (d) whether security, valet parking, or additional restroom facilities will be provided;

3. The name and phone number of the host or sponsor of the event, including the name and telephone number of the representative of the host or sponsor who will be at the event;
 4. Whether food is being provided by the applicant, and if not, the name and phone number of the person providing food at the event;
 5. Any alcoholic beverage caterer not licensed by the City shall also be required to submit: (a) the name of the local jurisdiction issuing the off-premises catering license to the applicant; (b) a photocopy of the applicant's off-premises catering license; and (c) payment of a non-refundable \$50 Event Permit fee; and
 6. A Nonprofit Civic Organization shall provide a copy of the Internal Revenue Service's determination letter (or other official correspondence) recognizing the organization's federal tax-exempt status under subsection (c) of 26 U.S.C. Section 501.
- (e) Event Permit Application Review. Within ten (10) business days after receipt of an application for an Event Permit, the License Officer, in consultation with the Fire, Police, and Community Development Departments, shall either approve or deny the Event Permit and communicate same in writing to the Applicant. An Event Permit may be denied for any of the following reasons or combination of reasons:
1. The applicant, and/or event host or sponsor does not meet the requirements for an Event Permit or has on prior occasion(s) violated or failed to comply with this Ordinance or with any state rules or laws regarding alcoholic beverages;
 2. The event location is a site where a violation of this Ordinance or the state laws or rules regarding alcohol has previously occurred;
 3. The plan of the event as proposed is likely to restrict and/or congest traffic on any of the public roads, rights-of-way, or sidewalks in the immediate vicinity of the event, or is likely to present a danger to the health and safety of guests at the event or members of the public;
 4. The plan of the event as proposed is likely to cause a disturbance of the peace at the time of the event, or is likely to intrude upon the privacy or property of citizens in the area of the event; and
 5. The plan of the event as proposed is inconsistent with the uses of or is prohibited at the event location.
- (f) Event Requirements. All Authorized Catered Functions permitted under this Section 3-8.1 and all Alcoholic Beverage Caterers and Nonprofit Civic

Organizations receiving an Event Permit hereunder shall be subject to the following requirements and conditions:

1. An Alcoholic Beverage Caterer may sell and/or distribute only those alcoholic beverages that are authorized by that person's alcoholic beverage license;
2. Alcoholic beverages may only be served at the location and on the date(s) specified in the Event Permit. Event Permits shall be valid for a period not to exceed three (3) consecutive calendar days;
3. Food, the total cost of which must exceed the total cost of the alcohol served, must be served at the event;
4. Copies of Event Permits shall be posted and/or maintained at the front door or entrance of the event location at all times during the event. Alcoholic Beverage Caterers must also carry a copy of the caterer's off-premises catering license, copy of the Event Permit, and any necessary state documents and permits in the vehicle transporting the alcoholic beverages to the event;
5. Alcoholic beverages may only be served between the hours of 11:00 a.m. and 2:00 a.m. (until 1:45 a.m. on Sundays), except for events held on sites zoned for residential uses where only four (4) events may be held per calendar year per site, and alcoholic beverages may only be served between the hours of 11:00 a.m. and 10:00 p.m.;
6. No Event Permit will be issued for an event on Sunday, except to an Alcoholic Beverage Caterer who possesses a valid Sunday sales license and complies with all requirements of state law with respect to service of alcohol on Sunday. Such service shall be permitted from 11:00 a.m. to 11:00 p.m. Service until 1:45 a.m. on Sundays as referenced in paragraph (f)(5) of this section shall not constitute a Sunday event;
7. The service of alcoholic beverages is subject to compliance with state laws and regulations regarding service of alcoholic beverages at such an event, including the receipt of any necessary state permits and filing of reports with the state revenue commissioner; and
8. Alcoholic Beverage Caterers licensed by the City shall pay excise taxes on the sale of alcoholic beverages, as calculated under Section 3-12 of this Ordinance and provide a report to the City of Brunswick Finance Department on or before the time when other excise taxes are due for such licensee, while alcoholic beverage caterers not licensed by the City shall pay excise taxes on the total quantity of alcoholic beverages brought into the City, as calculated under this Ordinance, and provide a report to the

Finance Director within fifteen (15) days of the conclusion of the event. In addition to information required to determine the amount of tax due, the report shall state the quantity and type of alcoholic beverages transported from the licensee's primary premises to the location of the event.

(g) Violations.

1. It shall be unlawful for any person licensed to sell alcoholic beverages to sell or distribute alcoholic beverages off the premises of such person's business without an off-premises catering license and Event Permit as set forth in this section.
2. It shall be unlawful for any person holding an Off-Premises Catering license and/or Event Permit to sell or distribute alcoholic beverages in a manner inconsistent with such license, permit, or the requirements or conditions for Authorized Catered Functions set forth in this section.
3. It shall be unlawful for any person to serve, distribute, or sell alcoholic beverages in violation of this Section 3-8.1 or any other provision of this Ordinance regarding alcoholic beverages.
4. Nothing contained in this section is intended to prohibit anyone from hosting a private function at his or her personal residence where the host provides alcohol to guests free of charge or permits the otherwise legal consumption of alcoholic beverages.

Sec. 3-8.2. – Home Delivery of Alcohol.

- (a) Home Delivery of Alcohol is authorized pursuant to the rules and regulations found in this Ordinance and as set forth by O.C.G.A. §§ 3-3-10 and 3-3-11.
- (b) Package Goods Retailers shall be authorized to sell and deliver malt beverages and wine in unbroken packages to an individual for personal use.
- (c) Retail package liquor stores that meet the definition of a Package Goods Retailer provided herein, shall be authorized to sell and deliver distilled spirits in unbroken packages to an individual for personal use.
- (d) Licensed restaurants shall be authorized to sell mixed drinks as provided in O.C.G.A. § 3-3-11.
- (e) Any licensee seeking to provide delivery services as provided by this code section, shall, at a minimum, complete the training required by the state law and provide proof of such training to the City.

- (f) No licensee seeking to delivery alcohol in accordance with this Ordinance shall be authorized to do so without first obtaining an appropriate alcohol license as provided for in this Ordinance.

Sec. 3-18. - Consumption of alcohol on city streets prohibited; limited in certain area.

- (a) Except as provided in subsections (b) and (c) below, it shall be unlawful for any licensed establishment to dispense any alcoholic beverage in an open container for removal from the premises, and it shall be unlawful for any person to remove from an alcoholic beverage establishment any open container of alcoholic beverage or to drink or attempt to drink any alcoholic beverage from any open container or to possess in any open container any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private, within the corporate limits of the city.
- (b) Open containers of alcoholic beverages shall be permitted on its sidewalks within the area of the city bounded on the north by "G" Street, and on the south by George Street, and on the West by the Eastern Sidewalk of Bay Street, and on the East by Union Street and to include the entirety of East and West Jekyll Square, East and West Machen Square, Queen Square and that portion of Newcastle Street from G Street north to Bay; provided however, the following regulations shall apply:
 1. Any establishment licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a plastic cup, for removal from the premises; provided, however, that no establishment shall dispense to any person more than one such alcoholic beverage at a time for removal from the premises, and no person shall remove at one time more than two (2) such alcoholic beverages from the licensed premises.
 2. No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined area any open alcoholic beverage container which exceeds 16 fluid ounces in size.
 3. It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass or to possess in an open can, bottle, or glass any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private.
 4. Open containers are allowed as provided herein between the hours of 12:30 p.m. until 12:30 a.m.

(c) Open containers may be permitted in other areas of the city in connection with an approved Brunswick City Event Permit. The following rules shall apply:

1. The applicant must submit a special event permit application to the City Manager for review and consideration.
2. The applicant must indicate in application that alcohol will be dispensed at the event in an area in which open containers are not otherwise by this ordinance.
3. The special event permit application identified above, shall be subject to such terms and conditions as the City Manager may from time to time promulgate in writing, which may include terms as to insurance, clean-up fees, deposits, security personnel, limits on the number of guests and other matters as the City Manager may require. The city manager shall process the application in the same manner as set forth in subsection (a) above and shall have sole discretion to approve or deny said application.
4. The applicant must clearly identify the area in which open containers are requested to be allowed in accordance with this Ordinance.
5. Any alcoholic beverage sold at an event authorized by this Section shall be sold by a beverage caterer who must be approved by the City Manager and must be the holder of a pouring license in good standing issued by the city, State of Georgia or the County of Glynn, State of Georgia.

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7.6. The applicant shall ensure that the event complies with all regulations set forth in subparagraphs 1 through 4 of Section 3-18(b).

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(d) It shall be unlawful for any person to consume any alcoholic beverages while in the confines of a motor vehicle when the vehicle is parked on any city street, alley, way or parking lot.

(e) It shall be unlawful for any person to possess an open container of an alcoholic beverage while operating a vehicle in the city or while a passenger in or on a vehicle being operated in the city.

1. As used in this article, "open container" means any container which is immediately capable of being consumed from, or the seal of which has been broken.
2. An open container shall be considered to be in the possession of the operator of a vehicle if the container is not in the possession of a passenger and is not located in a locked glove compartment, locked trunk, or other locked non-passenger area of the vehicle.

3. An open container shall be considered to be in the possession of a passenger of a vehicle if the container is in the physical control of the passenger.

4. Exceptions:

- i. A passenger of a vehicle in which the driver is operating the vehicle pursuant to a contract to provide transportation for passengers and such driver holds a valid chauffeur's license pursuant to Georgia law or any other state;
- ii. A passenger of a bus in which the driver holds a valid chauffeur's license pursuant to Georgia law or any other state; or
- iii. A passenger of a self-contained motor home which is in excess of 21 feet in length.

Sec. 3-25. - Supervision, revocation, non-renewal or probation.

(a) The city commission may suspend, revoke, refuse to renew, or impose conditions of probation upon any license required under this chapter if:

1. The license application is not filed in good faith or is filed by some person as subterfuge for any other person;
2. Any applicant for a license or any licensee under this chapter willfully fails to comply with any provision of this chapter or with rules and regulations adopted by the city commission, or the Georgia Alcoholic Beverage Code;
3. Any person to whom a license has been issued is no longer engaged in the sale of alcoholic beverages, malt beverages or wine or no longer qualifies as a licensee under this chapter;
4. A licensee permits the licensed premises to be operated in a disorderly manner so as to constitute a public nuisance after:
 - i. The licensee has been advised in writing by the chief of police of the unsatisfactory manner in which business is being operated; and
 - ii. The licensee has been given a reasonable opportunity to cure such deficiencies.

(b) Conditions of probation may include such conditions of operation as the city commission determines to be in the best interest of the public including, but not limited to, any of the following:

1. Limitation on days or hours of operation;
 2. Limitation on number of persons allowed in licensed premises;
 3. Limitation on manner of service, e.g., use of glass containers;
 4. Requirements as to security personnel or other personnel;
 5. Requirements as to lighting, parking, means of egress and similar matters;
 6. Requirements for employee training in addition to the training set forth in Section 3-28;
 7. Requirements that the establishment obtain a scanner or other like technology used to scan and verify acceptable forms of identification;
 8. Requirements as to litter or trash pickup, reduction of noise levels and similar matters; or
 9. In addition to the imposition of the requirements or limitation above, in the event a Licensee, or their agents, employees, or designees are found to be in violation of the sale of alcohol to a minor, the City Commission may impose the following fines on the Licensee:
 - i. For a first offense, the Licensee shall be assessed a \$500.00 fine and receive a period of six (6) months on probation;
 - ii. For a second offense, the Licensee shall be assessed a \$750.00 fine and receive a period of six (6) months on probation;
 - iii. For a third offense, the Licensee shall be assessed a \$1000.00 fine and receive a period of twelve (12) months on probation.
- (c) If a firearm is discharged, or any other weapon, such as, but not limited to, a knife, brass knuckles, a blade etc., are used around a bar, restaurant, or retail liquor store, on its grounds or approaches, including parking areas, or by any customer or employee upon leaving the establishment while within 300 feet of the entrance to the establishment, the police chief or his/her designee may place on suspension the liquor license of any establishment for a period of three days; provided however, that if a firearm is discharged, or any person attempts to discharge a firearm, or any other weapon, such as, but not limited to, a knife, brass knuckles, a blade etc., is used within a establishment's building premises the liquor license of such establishment shall be automatically placed on suspension for a three-day period and such period may be extended by the city commission as it sees fit for the process of a thorough investigation. Any such suspension of a liquor license for the discharge of a firearm, or other use or attempted use of a weapon, shall be

accomplished by written notice to the licensee from the chief of police or his/her designee of such suspension and the length of such suspension.

- (d) If a citation is issued for the sale of alcohol to underage persons within a licensed premise, such license shall be placed on probation in accordance with paragraph 9 above. During the probationary period, the licensee shall be subject to random periodic testing for sales to underage persons. The licensee shall be given notice of the commencement of the probationary period via certified mail or personal service within thirty (30) days of the issuance of the citation. If, during the probationary period, the Licensee is found to be in violation any state law or provision of this chapter related to the sale of alcohol, the City Commission may immediately revoke said license and provide notice in the same manner set forth in Section 3-26.

SECTION TWO:

The following section titled shall be amended to read as follows:

Sec. 3-12. - Excise tax on alcoholic beverages.

SECTION THREE:

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

SECTION THREE:

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

SECTION FOUR:

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

SO ORDAINED BY THE CITY COMMISSION OF BRUNSWICK THIS _____ DAY OF _____, 2023.

Cosby H. Johnson, Mayor

ATTEST: _____
Naomi Atkinson, City Clerk

