

CITY OF BRUNSWICK

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

Cosby H. Johnson, Mayor
Felicia M. Harris, Mayor Pro Tem
Lance Sabbe, Commissioner
Kendra L. Rolle, Commissioner
Gwen Atkinson-Williams, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

**BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED COMMISSION MEETING
WEDNESDAY, FEBRUARY 21, 2024 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 February 21, 2024 Regular Meeting Agenda.

UPDATE

2. Update on Pinova/Hercules Property. (D. Bravo) (Encl. 1)

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

3.

New Alcohol License(s)			
Hootenanny's at the Yard	Owner: Kelly Hnatt Manager: Judd Foster	1708 Ellis St. Brunswick, GA	On premise consumption of beer and Wine. Sunday Sales

ITEM(S) TO CONSIDER FOR APPROVAL

4. Approval of February 7, 2024 Regular Scheduled Meeting Minutes. (subject to any necessary charges.)(N. Atkinson) (Encl. 2)
5. Consider Approval of 3210 Glynn Avenue Site Plan Approval. (J. Hunter) (Encl. 3)
6. Consider Approval of Memorandum of Understanding (MOU) Between the City of Brunswick, Glynn County and Jekyll Island for Regional Assistance to Firefighter Grant to the Federal Emergency Management Agency (FEMA). (M. Hardin) (Encl. 4)

EXECUTIVE SESSION

"Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator Rick Charnock at 912-267-5572 or email rcharnock@cityofbrunswick-ga.gov . Please give at least 48 hours' notice to allow the City to make reasonable accommodations for those persons(s)."



SUBJECT: Update report on Pinova and Hercules property: remediation, decommission, re-use

COMMISSION ACTION REQUESTED ON: Informational update; no action requested

PURPOSE: Provide information about progress at the Pinova and Hercules sites that is relevant and of interest to the city of Brunswick and to the public. Answer questions from city of Brunswick mayor, commissioners and staff.

HISTORY: For 100 years, the Brunswick plant was owned and operated by Hercules, employing multiple generations of Brunswick families. The plant used pine tree stumps to manufacture rosins and other derivative products. Since the advent of state and federal environmental regulations, much has been accomplished to address the environmental legacy of these historical operations.

In 2010, Pinova purchased the facility and operated it until 2023. Environmental remediation by Hercules continued through the Pinova ownership and is ongoing.

On April 15, 2023, a fire occurred at that plant, causing operations to cease. On June 28 of last year the plant was closed permanently. Pinova provided its 213 employees with sufficient notice and benefits, as well as with training to help with transitioning to new jobs. The chamber and development authority worked with Pinova and area employers to hold jobs fairs and promote Pinova's skilled workforce. Almost all of the former workforce are working in new jobs.

Pinova is on schedule to complete decommissioning of the facility by the end of 2024. Hercules has reached major remediation milestones under both the Georgia EPD-directed remediation of the plant site and the remediation work underway at the Terry Creek site, under the direction of US EPA.

FACTS AND ISSUES:

Both Pinova and Hercules aspire to ready the property for productive re-use. Portions of the property around the former plant are owned by Hercules and some acreage is owned by Pinova. Business and community leadership have expressed an interest in re-development of the property.

Pinova's priority is to complete a safe and successful decommissioning of the plant.

BUDGET INFORMATION: Not applicable

OPTIONS: Not applicable

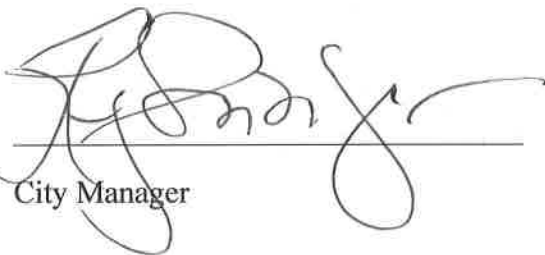
DEPARTMENT RECOMMENDATION ACTION: Not applicable

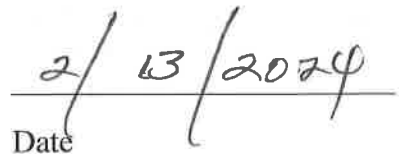
DEPARTMENT: Department of Neighborhood and Community Services

Prepared by: David Bravo and Betsey Weltner (Pinova/Hercules PIO)

ADMINISTRATIVE COMMENTS: Not applicable

ADMINISTRATIVE RECOMMENDATION:


City Manager


Date

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, FEBRUARY 7, 2024
AT 6:00 P.M.**

1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

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

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro Tem Felicia Harris,
Commissioner Lance Sabbe and Commissioner Gwen Atkinson-Williams

ABSENT: Commissioner Kendra Rolle

CALL TO ORDER: Mayor Johnson - *meeting began at 6:02 p.m.*

INVOCATION: Mayor Pro Tem Harris

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

ADDENDUM TO AGENDA:

**

Commissioner Atkinson-Williams moved to defer item number seven (7) ~ under item(s) to consider for approval “Consider Approval of 3210 Glynn Avenue Site Plan.”; until February 21, 2024 commission meeting; seconded by Commissioner Sabbe. Motion passed unanimously.

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Commissioner Atkinson-Williams moved to defer item number four (4) ~ under Public Hearing for new alcohol license for Dixville Foods until April 3, 2024 commission meeting; seconded by Commissioner Sabbe. Motion passed unanimously.

**

Commissioner Atkinson-Williams moved to defer item number six (6) ~ under items to consider for approval: “Consider Approval of Alcohol license renewal for Cool on Cool.”; until April 3, 2024 commission meeting; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

**

APPROVAL OF AGENDA

1. Adoption of February 7, 2024 Regular Meeting Agenda.

Commissioner Sabbe made a motion to approve the above-referenced agenda with the aforementioned addendums; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

PUBLIC COMMENT

1) Devenius Willcox addressed the commission regarding his efforts to ensure his parents legacy is cemented in the city’s history by donating artifacts his father had when he was employed as one of the first African American Police Officers for the City of Brunswick.

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

2. Dr. Ande Noktes, Executive Director, Lucas Center for Entrepreneurship to Report on the Impact of Funding for the ACCELER8 Program.

Following the presentation/report on the progress made by the ACCELER8 program, the Commission thanked Dr. Noktes for the update.

APPOINTMENT(S)

3.

I. Pilotage Commission – One Appointment

Commissioner Sabbe made a motion to re-appoint Martin McCormack to the above-referenced commission; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

II. Planning and Appeals Commission – One Appointment

Mayor Pro Tem Harris made a motion to appoint Julie Martin to the above-referenced commission; seconded by Commissioner Sabbe. Motion passed unanimously.

III. Audit Committee – One Appointment

Commissioner Atkinson-Williams moved to appoint Fawnda Hill to the above-referenced committee; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

IV. Tree Board - One Appointment

Mayor Pro Tem Harris made a motion to re-appoint Anne Baptista to the above-referenced board; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

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

4.

New Alcohol License(s)			
Fountain Package	Owner: Mukeshkumar Patel, Manager: Dharmendra Patel	2300 Norwich St. Brunswick, GA	Retail package sales of beer, wine, and liquor
Dixville Foods	Owner: Vaibhavi Patel Manager: Axitkumar Patel	1509 London St. Brunswick, GA	Retail sales of beer and wine

Mayor Johnson opened the floor for anyone wanting to speak in favor or opposition of the new alcohol license for **Fountain Package** referenced above.

No one came forth to address the commission.

Mayor Pro Tem Harris made a motion to approve the new alcohol license for **Fountain Package**; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

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Consideration for the new alcohol license for **Dixville Foods** referenced above was deferred until April 3, 2024 commission meeting.

ITEM(S) TO CONSIDER FOR APPROVAL

5. Approval of January 17, 2024 Regular Scheduled Meeting Minutes. *(subject to any necessary changes.)* (N. Atkinson)

Commissioner Sabbe made a motion to approve the above-referenced minutes; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

6. Consider Approval of Alcohol License Renewal for Cool on Cool. (A. Brown)

The above-referenced item was deferred until April 3, 2024 commission meeting.

7. Consider Approval of 3210 Glynn Avenue Site Plan. (J. Hunter)

The above-referenced item was deferred until February 21, 2024 commission meeting.

8. Consider Approval of Pension Amendment Number 17. (C. Cartwright)

Commissioner Atkinson-Williams moved to approve Pension Amendment No. 17; seconded by Commissioner Sabbe. Motion passed unanimously.

9. Consider Approval of November and December 2023 Financial Reports. (K. Mills)

Commissioner Sabbe made a motion to approve the above-referenced financial reports as

- submitted; seconded by Mayor Pro Tem Harris. Motion passed unanimously.
10. Consider Approval Public Works Department Surplus Vehicles. (*R. Charnock*)
Mayor Pro Tem Harris made a motion to approve the sale of the surplus vehicles referenced above; seconded by Commissioner Atkinson-Williams. Motion passed unanimously. (*surplus list attached*)
 11. Consider Approval of Improvements to Howard Coffin Park Athletic Fields. (*G. Alberson*)
Mayor Pro Tem Harris made a motion to approve the improvements to Howard Coffin Park Athletic Fields; seconded by Commissioner Sabbe. Motion passed unanimously.
 12. Consider Approval Authorizing the Purchase of a Street Sweeper from Tymco in the amount of \$361,465. (*G. Alberson*)
Mayor Pro Tem Harris made a motion to approve the above-referenced purchase; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.
 13. Consider Approval of Contract with Coastal Greenery, Inc. for Landscape Maintenance Services at City Parks and Public Areas along U.S. Highway 17 Corridor. (*G. Alberson*)
Commissioner Sabbe made a motion to approve the above-referenced contract; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.
 14. Consider Approval of Repairs at Old City Hall (1229 Newcastle Street). (*M. Hill*)
Commissioner Sabbe made a motion to approve the above-referenced repairs; seconded by Mayor Pro Tem Harris. Motion passed unanimously.
 15. Consider Approval Authorizing the Purchase of a Vehicle for Emergency Management Agency (EMA) Coordinator. (*L. Cargile*)
Mayor Pro Tem Harris made a motion to approve the above-referenced purchase; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

EXECUTIVE SESSION

There was not an executive session held during this meeting.

Mayor Pro Tem Harris made a motion to adjourn; seconded by Commissioner Sabbe. Motion passed unanimously.

MEETING ADJOURNED – *meeting adjourned at 8:31 p.m.*

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

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



SUBJECT: 90% Site Plan Approval | 3210 Glynn Avenue |

COMMISSION ACTION REQUESTED ON: January 17, 2024

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

1/9/24
Date

Site Plan Review

(3210 Glynn Avenue)

John Hunter

Director

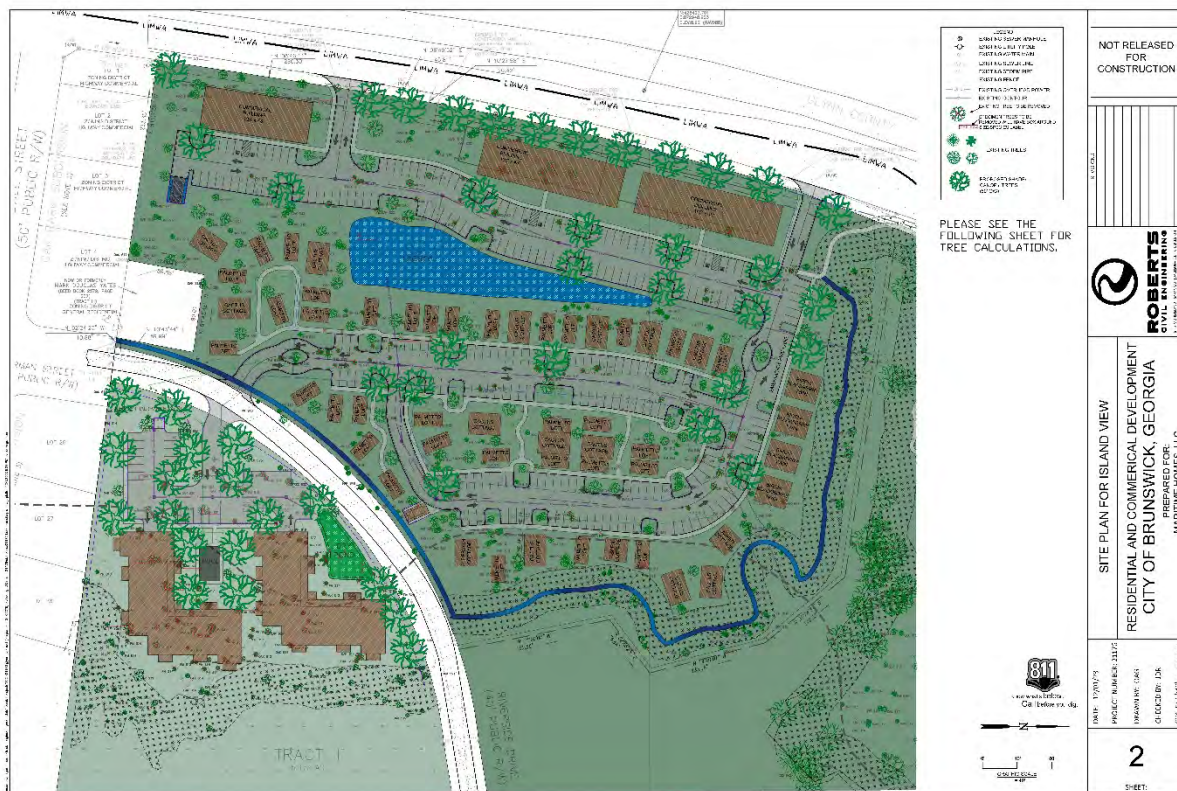
Planning, Development, & Codes

Brunswick City Commission

January 3, 2024

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 the portion of the development at 3210 Glynn Avenue.



Proposed Development

Maritime Homes, LLC proposes the construction of 54 cottages, 36 condominium units, and 3 commercial buildings, and associated parking and infrastructure on 15.28 acres.

Staff Analysis

When reviewing a site plan prior to having 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 the proposed uses follow the PD Text? *Yes*
- 2) Does the site plan follow the development requirements established by the PD Text?
 - *Residential follows our standard setback, heights, density used in GR citywide. 15 ft front/5 side/10 rear.*
 - *Commercial setback follow those outlined in GADF.*
 - *Density for Cottages is based on Single Family GR = 9 units an acre*
 - *54 units shown on 6 acres = 9 units per acre*
 - *Density for Multi-Family (condos) is based on Multi-Family GR = 20 units per acre*
 - *36 units shown on 5.97 acres = 6 units per acre*

This does represent an increase of 27 residential units when compared to the Concept Plan. However, as shown above it meets the density standards for each location and unit type as outlined in the PD text. The PD density is also identical to the standards in the Brunswick General Residential Zoning currently.

- 3) Water/Sewer: Water Sewer Plan connects as discussed in PD Text: *Yes*

Task 2: Review for consistency with Concept Plan

The site plan shows a natural evolution from Concept Plan to a reality that reflects development constraints. The Commercial portion is consistent with the Concept Plan. However, what was envisioned as Townhouses in the Concept Plan has changed to a “cottage” style development, with 54 single-family units replacing the Townhouses and Multi-Family (Condos) south of Riverside/Norman St. This reflects the impact of a significant effort to work within the natural setting and preserve existing tree canopy. As Single-Family and Multi-Family are allowed uses within the PD Text, this does not constitute a deviation from the PD and has a beneficial impact on the development as it reduces the potential density.

Task 3: Review for General Regulations and Ordinances

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

- 1) Multi-Family Parking – With the adoption of the new Zoning Ordinance, Multi-Family development of 2-bedroom units with more than 25 units requires 1.75 spaces per unit. 63 required for units; 73 are provided.
- 2) Single -Family Parking – 108 Spaces required (2 per unit); 129 provided.
- 3) Commercial Parking – The commercial portion anticipates 17,000 square feet of office space and 5,000 square feet of restaurant space. Our ordinance requires 1 space per 300 GSF of Office use (57 spaces) and 1 space per 100 GSF of restaurant use including outdoor seating (50 spaces). 116 spaces are provided, exceeding the amount required.
- 4) Buffers – No buffer required between adjacent residential or adjacent commercial properties.

5) Flood Damage Prevention

- 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 – Site plan reflects consideration of collecting storm water from impervious surfaces and detaining on site. Collection calculations, any required permits, etc. will be reviewed, verified and approved by the City Engineer prior to issuance of a building permit. Depth of detention may require fencing.

6) Sanitation: Dumpster/Compactor locations provided. **ADDED AT CONDO LOCATION IN 12/3 REVISIONS.**

7) Fire Access: Fire Marshal has reviewed and believes the current plan provides adequate access for equipment, other than the "tree split" at the northern. Suggested relocating planned planted tree, widening the northern arm and converting the adjacent parking to a Fire Access Lane. **ADDRESSED IN 12/3 REVISIONS**

8) US 17 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.*

9) Norman Street/Riverside Dr ROW Access: The developer has suggested that a roundabout be installed to address access and traffic control. City Engineering and Public Works has no issue with this solution. **REMOVED FROM PLAN IN 12/3 REVISION.**

7) Water/Sewer Connectivity: Detail provided within the plan.

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 and includes an access path within the 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 with connectivity to exterior sidewalks meet 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 and introduction of a marsh front trail connecting Riverside/Norman with Glynn Avenue meets this principle. Addressing traffic concerns and safety with a roundabout also contributes to this principle.*
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.

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 development involves commercial and 2 residential types within easy walking distance on a single site.

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 single 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 and lighting 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.

-The design mimics a traditional block form even though it is not installing public roads. Buildings entrances face the internal circulation and are set close to street fronts and are connected via a network of sidewalks.

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.

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: 534 are inventoried on the site plan. 329 will be preserved and 205 removed. Of the 534 trees, 113 are considered “Specimen Trees” as defined in the GADF. 98 Specimen Trees will be preserved with 15 Specimen Trees noted for removal and replacement. The tree plan calls for the planting of 84 new trees to satisfy replacement tree, street tree, and parking island tree requirements. An additional note about the trees designated for removal – 86 are of the same species that qualify for “Specimen Tree” status (Live Oaks, Hackberry or Willow Oaks). Non-specimen species that will be removed includes 97 Palm Trees, 18 pines, 1 pecan, and 1 cedar. Total loss of specimen species trees on the site will be 2.

2) Landscaping

- Landscaping will need to feature native vegetation as outlined in GADF and plans will need to be submitted for permitting.
- Landscape plan will need to detail screening of dumpsters and any on-ground mechanical equipment
- Lighting, and signage are referenced 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 amenity provided within the setback is a pedestrian path. 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 commercial and multi-family building.

6) Lot Coverage: The GADF limits lot coverage to 80%. Lot coverage is 32%.

- Commercial Lot coverage is 50.6%
- Single Family Lot Coverage is 37.5%
- Multi-Family Lot Coverage is 16.08%

7) Utilities: All utilities will be underground meeting the requirements of the GADF.

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. Access to Norman St/Riverside Drive does require a City ROW review. City Engineering has reviewed the proposed roundabout and has no issue with the proposed access solution. **PROPOSED ROUNDABOUT REMOVED IN 12/3 REVISION**

9) Shared Parking From Phase I: In the 90% Site Plan Approval for Phase I, the City Commission accepted the recommendation from Staff that Shared Parking be allowed between Phase I and Phase II. This would allow Phase I to meet parking requirements under the zoning requirements that existed at that time. On September 6, 2023 the City Commission passed a revised Zoning Ordinance at the recommendation of the Staff and the PAC that had been in development for 3 years. This included a revision to the parking requirements for Multi-Family Developments, creating a scale based on unit type. For developments with 2 bedroom units, the amount of required parking was reduced from 2 spaces per unit to 1.75. As Phase I has not been issued a Building Permit, this means that the required parking for Phase I of the PD was reduced from 408 spaces to 357. Phase I called for 311 spaces. This reduced the needed shared parking spaces to 46.

Since the approval of the Phase I site plan, the developer has purchased 800 Marshview Drive, which is to the east of Phase I. Their plan for the site includes an additional 24 2-bedroom apartments and additional parking. In total, between the two locations 402 parking spaces are provided. Under the parking standards, 399 spaces are required to satisfy the total 228

apartments. While 800 Marshview Drive is not a part of the PD-G, under the GADF shared parking between parcels and uses is encouraged. The proposed parking plan considers this. The parking requirements are now met for Phase I, and no shared parking will need to be considered in Phase II and all parking requirements have been satisfied.

PAC Recommendation

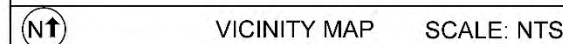
The PAC reviewed the 90% plan at their December 13, 2023 meeting. The PAC approved a motion to recommend denial of the site plan, believing that the plan was not compliant with Section 23-16-2 (e)(3) which states ‘Traffic circulation shall not route commercial or office traffic through residential areas within or adjacent to the PD’; and that the plan did not seem “cohesive” and more information was needed to make a comfortable recommendation. That was seconded and approved 4-1 (Mr. Sabbe against).

Staff Recommendation

As outlined in the report, staff believes that the 90% site plan is compliant with the ordinances of the city and the regulations outlined within the PD-G approved previously by the City Commission. In response to the concerns of the PAC, staff believes that the concern about Section 23-16-2 (e)(3) is unfounded. The PD standards outline multiple types of Planned Developments – Residential Only PD’s; Mixed Use PD’s, and Non-Residential PD’s. The stated section of code should only apply to Non-Residential PD’s. Mixed-Use PD’s, or any allowed Mixed-Use Zoning classification are inherently mixes of commercial and residential uses – many times within the same buildings. Within mixed-use areas traffic patterns, parking, and other infrastructure is intentionally shared. Our own Glynn Avenue Design Standards reinforce this when stating “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 intent of this review process was to show how a Planned Development went from Concept Plan to a Site Plan, and provide the City Commission a firm understanding of how the ordinances and requirements of the City influenced the final design.

Staff recommends the approval of the 90% site plan by the City Commission with a condition. The Planning, Development and Codes Department, and the City Engineer both believe that the roundabout that was initially proposed on the Riverside Dr./Norman St. side of the project is a sound solution for traffic control, and recommend that the City Commission ask the developer for it to be added back to the plan as originally proposed.



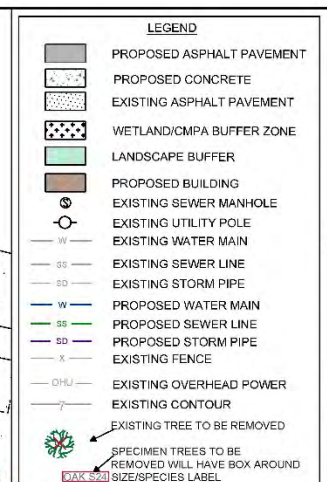
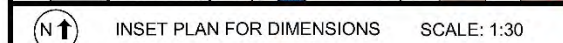
THE PROPOSED DEVELOPMENT LIES WITHIN PARCEL 01-05275 (9.31 AC) AND PARCEL 01-07810 (5.97 AC) LOCATED IN THE CITY OF BRUNSWICK, GA. 1. THE DEVELOPMENT WILL BE SPLIT INTO THREE (3) SEPARATE PARCELS, COMMERCIAL (PARCEL 1), RESIDENTIAL (PARCEL 2), & RESIDENTIAL (PARCEL 3). THE COMMERCIAL DEVELOPMENT LOCATED ON PARCEL 1 WILL CONSIST OF 3 NEW COMMERCIAL BUILDINGS AND ASSOCIATED INFRASTRUCTURE. THE RESIDENTIAL DEVELOPMENT LOCATED ON PARCEL 2 WILL CONSIST OF 54 COTTAGES AND ASSOCIATED INFRASTRUCTURE. THE RESIDENTIAL DEVELOPMENT LOCATED ON PARCEL 3 WILL CONSIST OF 36 CONDOMINIUM UNITS AND ASSOCIATED INFRASTRUCTURE.

1. DEVELOPMENT STANDARDS
GLYNN AVENUE DESIGN FRAMEWORK
ZONING: PD-G, PLANNED DEVELOPMENT-GENERAL
MAXIMUM BUILDING HEIGHT: 60 FEET
2. THE PROPOSED FINISHED FLOOR ELEVATION SHALL BE SET A MINIMUM 1-FOOT ABOVE THE BASE FLOOD ELEVATION (AS PER CH. 11, ARTICLE II, SEC. 11-92.)
3. 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 FOR THE TWO RESIDENTIAL PARCELS WILL BE CONNECTED TO THE EXISTING 8" VCP SEWER SYSTEM LOCATED IN RIVERSIDE DRIVE. THE PROPOSED GRAVITY SEWER FOR THE COMMERCIAL PARCEL 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 NORTH AND EAST 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.
4. 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. THE ENTIRETY OF THE SITE IS ALSO LOCATED IN THE LIMIT OF MODERATE WAVE ACTION (LWMA) ZONE.
5. EXTERIOR LIGHTING WILL COMPLY WITH THE GLYNN AVENUE DESIGN FRAMEWORK (23-237).
6. SIGNAGE FOR THIS SITE WILL BE COMPLIANT WITH THE GLYNN AVENUE DESIGN FRAMEWORK (23-237).
7. "REFUSE WILL BE MANAGED ON-SITE BY WAY OF DUMPS/TERMINAL/COMPACTOR" FOR THE COMMERCIAL PARCEL AND INDIVIDUAL REFUSE COLLECTION CONTAINERS WILL MANAGE THE RESIDENTIAL PARCELS.
8. HORIZONTAL DATUM IS BASED ON NAD 83, VERTICAL DATUM IS BASED ON NAVD88.



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SITE PLAN FOR ISLAND VIEW

RESIDENTIAL AND COMMERCIAL DEVELOPMENT
CITY OF BRUNSWICK, GEORGIA

PREPARED FOR:
MARITIME HOMES, LLC.

DATE: 12/01/23
PROJECT NUMBER: 21176

DRAWN BY: OAG

CHECKED BY: JDR

SCALE: 1":40' (FOR 24"X36" PLOT)













1

SHEET:



Know what's below.
Call before you dig.



<u>LEGEND</u>	
	EXISTING SEWER MANHOLE
	EXISTING UTILITY POLE
	EXISTING WATER MAIN
	EXISTING SEWER LINE
	EXISTING STORM PIPE
	EXISTING FENCE
	EXISTING OVERHEAD POWER
	EXISTING CONTOUR
	EXISTING TREE TO BE REMOVED
	SPECIMEN TREES TO BE REMOVED WILL HAVE BOX AROUND "PARK SIZE" SIZE/SPECIES LABEL
	EXISTING TREES
	PROPOSED SHADE/ CANOPY TREES (50' O/C)

PLEASE SEE THE
FOLLOWING SHEET FOR
TREE CALCULATIONS.

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FOR
CONSTRUCTION

[illegible]

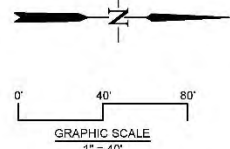
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SITE PLAN FOR ISLAND VIEW

RESIDENTIAL AND COMMERCIAL DEVELOPMENT
CITY OF BRUNSWICK, GEORGIA

PREPARED FOR:
MARITIME HOMES, LLC.

DATE: 12/01/23
PROJECT NUMBER: 21176
DRAWN BY: OAG
CHECKED BY: JDR
SCALE: 1"=40' (FOR 24"x36" PLOT)



COMMERCIAL DEVELOPMENT(PARCEL 1) NOTES	
1.	INTENDED USE: THE PROPOSED COMMERCIAL DEVELOPMENT LIES WITHIN PARCELS 01-05275. THE PROPOSED PROJECT WILL CONSIST OF THREE (3) BUILDINGS, TWO (2) BUILDINGS @ APPROXIMATELY 8,000 SF EACH AND ONE (1) BUILDING @ APPROXIMATELY 6,000 SF. THE DEVELOPMENT WILL ALSO INCLUDE A NEW PARKING LOT LAYOUT AND ASSOCIATED INFRASTRUCTURE TO BE CONSTRUCTED ON 3.31 ACRES.
2.	PARKING HANDICAP PARKING SPACES PROVIDED: 8 TOTAL PARKING SPACES PROVIDED: 116 TOTAL PARKING SPACES REQUIRED: OFFICE SPACE: 17,000 SF @ 1 SPACE FOR EACH 200 SF = 85 SPACES RESTAURANT: 5,000 SF TOTAL ONE SPACE FOR EACH 70 SQ OF PATRON SPACE & 1 SPACE PER 2 EMPLOYEES = 31 SPACES *ALL PARKING SPACES AND STRIPED HVC SPACES ARE 8' X 18' MIN. *ALL SIDEWALKS WILL BE 5' WIDE, CONCRETE *ALL AISLES ARE 24' WIDE
3.	SITE COVERAGE: TOTAL AREA: +/-3.30 AC TOTAL IMPERVIOUS: 1.57 AC (50.60%) BUILDINGS: 0.50 AC ASPHALT: 1.02 AC SIDEWALKS: 0.15 AC OTHER: 0.00 AC TOTAL PERVIOUS: +/-1.63 AC (49.39%) MARSH: 0.08 AC WETLAND: 0.00 AC MARSH BUFFER: 0.17 AC LAGOON AREA: 0.24 AC LANDSCAPE/GREENSPACE: 1.17 AC
4.	SITE DESCRIPTION: LEGAL DESCRIPTION: PARCEL A MARY YATES ESTATE SUBDIVISION: MARY YATES ESTATE PROPERTY ADDRESS: 3217 NORMAN STREET BRUNSWICK, GA 31520
5.	SETBACKS: FRONT YARD: 20 FEET SIDE YARD: 0 FEET REAR YARD: 5 FEET

RESIDENTIAL(PARCEL 2) COTTAGE AND LOFT GENERAL NOTES	
1.	INTENDED USE: THE PROPOSED RESIDENTIAL COTTAGE AND LOFT DEVELOPMENT LIES WITHIN PARCELS 01-05275. THE PROPOSED PROJECT WILL CONSIST OF FIFTY-FOUR (54) ONE UNIT BUILDINGS. THE DEVELOPMENT WILL INCLUDE COTTAGES AND LOFTS ALONG WITH A NEW PARKING LOT LAYOUT AND ASSOCIATED INFRASTRUCTURE TO BE CONSTRUCTED ON 6.00 ACRES. CACTUS COTTAGE: 13 PALMETTO LOFT: 34 ASPEN COTTAGE: 2 ALDERASH COTTAGE: 1 BIRCH/BLACKBERRY TWIN: 4
2.	PARKING HANDICAP PARKING SPACES PROVIDED: TOTAL PARKING SPACES PROVIDED: 128 SPACES TOTAL PARKING SPACES REQUIRED: 2 SPACES PER UNIT, 54 UNITS X 2 = 108 SPACES *ALL PARKING SPACES AND STRIPED HVC SPACES ARE 9' X 18' MIN. *ALL SIDEWALKS WILL BE 5' WIDE *ALL AISLES ARE 24' WIDE
3.	SITE COVERAGE: TOTAL AREA: +/-6.00 AC TOTAL IMPERVIOUS: 2.25 AC (37.50%) BUILDINGS: 0.51 AC ASPHALT: 1.19 AC SIDEWALKS: 0.25 AC OTHER: 0.00 AC TOTAL PERVIOUS: +/-3.75 AC (62.50%) MARSH: 0.21 AC WETLAND: 0.00 AC MARSH BUFFER: 0.83 AC LAGOON AREA: 0.14 AC LANDSCAPE/GREENSPACE: 2.57 AC
4.	DENSITY CALCULATION ALLOWED DENSITY PER ZONE "GR" ORDINANCE, ONE-FAMILY RESIDENCE: 9 UNITS PER ACRE PERMITTED PROPOSED DENSITY: (54 UNITS/6.00 ACRES) = 9 UNITS PER ACRE
5.	SITE DESCRIPTION: LEGAL DESCRIPTION: PARCEL A MARY YATES ESTATE SUBDIVISION: MARY YATES ESTATE PROPERTY ADDRESS: 3217 NORMAN STREET BRUNSWICK, GA 31520
6.	SETBACKS: FRONT YARD: 15 FEET SIDE YARD: 5 FEET REAR YARD: 10 FEET

RESIDENTIAL (PARCEL 3) CONDOMINIUM DEVELOPMENT NOTES	
1.	INTENDED USE: THE PROPOSED CONDOMINIUM DEVELOPMENT LIES WITHIN PARCELS 01-07610. THE PROPOSED PROJECT WILL CONSIST OF TWO (2) CONDOMINIUM BUILDINGS WITH 18 UNITS EACH. THE DEVELOPMENT WILL INCLUDE A POOL, ALONG WITH A NEW PARKING LOT LAYOUT AND ASSOCIATED INFRASTRUCTURE TO BE CONSTRUCTED ON 5.97 ACRES.
2.	PARKING HANDICAP PARKING SPACES PROVIDED: 2 SPACES TOTAL PARKING SPACES PROVIDED: 73 SPACES (36 SPACES AT GARAGE LEVEL) TOTAL PARKING SPACES REQUIRED: 2 SPACES PER UNITS, 36 UNITS X 2 = 72 SPACES *ALL PARKING SPACES AND STRIPED HVC SPACES ARE 9' X 18' MIN. *ALL SIDEWALKS WILL BE 5' WIDE, CONCRETE *ALL AISLES ARE 24' WIDE
3.	SITE COVERAGE: TOTAL AREA: +/-5.97 AC TOTAL IMPERVIOUS: 0.98 AC (16.08%) BUILDINGS: 0.58 AC ASPHALT: 0.38 AC SIDEWALKS: 0.00 AC OTHER: 0.00 AC TOTAL PERVIOUS: +/-5.01 AC (83.92%) MARSH: 3.30 AC WETLAND: 0.00 AC MARSH BUFFER: 0.52 AC LAGOON AREA: 0.25 AC LANDSCAPE/GREENSPACE: 0.94 AC
4.	DENSITY CALCULATION ALLOWED DENSITY PER ZONE "GR" ORDINANCE, MULTI-FAMILY: 20 UNITS PER ACRE PERMITTED PROPOSED DENSITY: (36 UNITS/5.97 ACRES) = 6 UNITS PER ACRE
5.	SITE DESCRIPTION: LEGAL DESCRIPTION: TRACT III MARY YATES ESTATE SUBDIVISION: MARY YATES ESTATE PROPERTY ADDRESS: 3214 NORMAN STREET BRUNSWICK, GA 31520
6.	SETBACKS: FRONT YARD: 15 FEET SIDE YARD: 5 FEET REAR YARD: 10 FEET

PRESERVED TREES									REMOVED TREES				
1	Oak 20	60	Oak 18	119	Oak 31	179	Oak 26	239	Palm 17	1	Oak 12	60	Palm 23
2	Oak 22	61	Oak 40	120	Oak 18	180	Oak 24	240	Palm 17	2	Oak 24	61	Palm 16
3	Oak 26	62	Oak 22	121	Oak 15	181	Oak 42	241	Palm 21	3	Palm 12	62	Palm 12
4	Hak 15	63	Oak 37	122	Palm 13	182	Oak 31	242	Palm 13	4	Palm 14	63	Palm 15
5	Oak 26	64	Palm 11	123	Pine 26	183	Oak 26	243	Palm 13	5	Palm 14	64	Palm 14
6	Oak 27	65	Oak 25	124	Palm 12	184	Oak 25	244	Palm 16	6	Hak 19	65	Palm 21
7	Pine 28	66	Hak 27	125	Palm 12	185	Oak 20	245	Palm 23	7	Oak 22	66	Palm 14
8	Oak 12	67	Hak 18	126	Palm 13	186	Palm 12	246	Palm 12	8	Oak 14	67	Palm 12
9	Oak 34	68	Palm 15	127	Palm 13	187	Palm 13	247	Oak 23	9	Palm 13	68	Palm 13
10	Oak 26	69	Oak 17	128	Palm 13	188	Palm 13	248	Oak 17	10	Palm 12	69	Oak 12
11	Oak 24	70	Palm 21	129	Oak 29	189	Palm 13	249	Oak 25	11	Palm 13	70	Oak 18
12	Oak 32	71	Palm 22	130	Oak 30	190	Oak 27	250	Palm 14	12	Pec 20	71	Palm 21
13	Oak 27	72	Oak 12	131	Oak 24	191	Oak 19	251	Oak 24	13	Hak 14	72	Palm 22
14	Oak 32	73	Palm 19	132	Oak 15	192	Oak 26	252	Pine 18	14	Hak 15	73	Oak 14
15	Oak 19	74	Oak 16	133	Palm 13	193	Oak 34	253	Pine 16	15	Hak 17	74	Oak 17
16	Oak 18	75	Oak 14	134	Palm 13	194	Oak 31	254	Oak 18	16	Palm 15	75	Oak 25
17	Oak 13	76	Oak 14	135	Palm 13	195	Tree 16			17	Hak 18	76	Oak 23
18	Oak 13	77	Oak 14	136	Palm 14	196	Tree 17			18	Hak 28	77	Oak 20
19	Pec 13	78	Oak 38	137	Palm 14	197	Oak 36			19	Hak 26	78	Palm 13
20	Hak 33	79	Oak 16	138	Oak 25	198	Oak 33			20	Hak 20	79	Oak 15
21	Oak 17	80	Oak 15	139	Oak 21	199	Oak 31			21	Oak 33	80	Oak 22
22	Oak 24	81	Oak 14	140	Oak 45	200	Oak 45			22	Palm 17	81	Oak 26
23	Oak 28	82	Oak 20	141	Palm 14	201	Oak 42			23	Pec 30	82	Oak 21
24	Oak 13	83	Oak 24	142	Oak 17	202	Oak 35			24	Oak 12	83	Palm 14
25	Oak 20	84	Oak 15	143	Oak 13	203	Palm 14			25	Palm 19	84	Palm 15
26	Oak 43	85	Oak 26	144	Oak 11	204	Oak 14			26	Oak 15	85	Palm 19
27	Oak 24	86	Oak 25	145	Oak 16	205	Oak 31			27	Oak 13	86	Hak 14
28	Oak 31	87	Oak 25	146	Oak 22	206	Palm 14			28	Oak 12	87	Palm 15
29	Oak 14	88	Oak 14	147	Oak 23	207	Palm 13			29	Oak 14	88	Palm 12
30	Oak 26	89	Oak 19	148	Palm 13	208	Oak 31			30	Palm 14	89	Palm 17
31	Oak 18	90	Oak 15	149	Palm 15	209	Oak 24			31	Palm 12	90	Palm 16
32	Oak 22	91	Oak 23	150	Pine 14	210	Palm 13			32	Palm 12	91	Palm 14
33	Oak 26	92	Oak 21	151	Oak 24	211	Oak 39			33	Palm 13	92	Palm 15
34	Oak 25	93	Oak 24	152	Oak 38	212	Oak 36			34	Palm 15	93	Palm 14
35	Oak 36	94	Oak 12	153	Oak 39	213	Palm 13			35	Palm 18	94	Pine 22
36	Oak 38	95	Oak 34	154	Pine 21	214	Palm 13			36	Palm 19	95	Oak 26
37	Oak 30	96	Oak 15	155	Palm 12	215	Palm 16			37	Palm 13	96	Palm 14
38	Oak 31	97	Oak 18	156	Palm 15	216	Palm 13			38	Palm 13	97	Pine 24
39	Oak 21	98	Palm 16	157	Oak 42	217	Palm 14			39	Ced 32	98	Palm 12
40	Oak 32	99	Palm 12	158	Hak 15	218	Palm 18			40	Palm 12	99	Palm 13
41	Oak 20	100	Oak 18	159	Hak 14	219	Oak 27			41	Palm 13	100	Ced 15
42	Oak 22	101	Palm 16	160	Hak 18	220	Oak 21			42	Palm 13	101	Palm 14
43	Oak 19	102	Palm 18	161	Palm 12	221	Oak 21			43	Palm 14	102	Palm 16
44	Oak 30	103	Palm 16	162	Oak 29	222	Oak 29			44	Palm 14	103	Oak 21
45	Oak 23	104	Oak 12	163	Pec 12	223	Oak 41			45	Palm 13		
46	Oak 19	105	Palm 21	164	Oak 19	224	Oak 30			46	Palm 14		
47	Oak 19	106	Palm 17	165	Palm 24	225	Palm 21			47	Oak 24		
48	Oak 31	107	Palm 19	166	Hak 17	226	Oak 19			48	Palm 14		
49	Oak 35	108	Oak 17	167	Oak 21	227	Hak 14			49	Pine 26		
50	Oak 28	109	Oak 15	168	Oak 17	228	Oak 15			50	Palm 13		
51	Palm 14	110	Oak 22	169	Oak 25	229	Palm 15			51	Palm 20		
52	Oak 31	111	Oak 32	170	Oak 27	230	Oak 27			52	Palm 12		
53	Oak 47	112	Oak 15	171	Oak 15	231	Oak 30			53	Palm 10		
54	Oak 48	113	Oak 17	172	Oak 21	232	Oak 27			54	Palm 16		
55	Oak 16	114	Oak 26	173	Oak 25	233	Oak 40			55	Palm 26		
56	Oak 14	115	Oak 13	174	Oak 21	234	Oak 47			56	Palm 20		
57	Palm 14	116	Oak 13	175	Oak 23	235	Oak 37			57	Palm 15		
58	Oak 15	117	Oak 19	176	Oak 20	236	Palm 12			58	Palm 16		
59	Oak 16	118	Palm 19	177	Oak 14	237	Palm 12			59	Palm 14		
60	Oak 18	119	Oak 31	178	Oak 17	238	Palm 15			60	Palm 23		

LANDSCAPING CALCULATIONS (PARCEL 1 & 2)

REMOVAL OF SEVEN (7) CANOPY TREES = 14 REPLACEMENT CANOPY TREES
870-FEET OF FRONTAGE REQUIRES 18 CANOPY TREES = 18 CANOPY TREES TOTAL = 32 CANOPY TREES
EACH TREE ISLAND REQUIRES A CANOPY TREE (37 TREE ISLANDS).
THE LAYOUT OF THE SITE WAS DESIGNED TO PRESERVE AS MANY TREES AS POSSIBLE. 89 CANOPY TREES HAVE BEEN PRESERVED THROUGH THE DESIGN. SOME OF THESE CANOPY TREES RESIDE IN THE PROPOSED TREE ISLANDS AND THE FRONTAGE BUFFER. THE SPECIMEN TREES BEING PLANTED WILL FILL IN THE REQUIRED AREAS (FRONTAGE AND TREE ISLANDS).
REPLACEMENT TREES (31) 2" LIVE OAK

LANDSCAPING CALCULATIONS (PARCEL 3)

REMOVAL OF EIGHT (8) CANOPY TREES = 16 REPLACEMENT CANOPY TREES
530-FEET OF FRONTAGE REQUIRES 11 CANOPY TREES = 11 CANOPY TREES TOTAL REQUIRED = 27 CANOPY TREES
EACH TREE ISLAND REQUIRES A CANOPY TREE (4 TREE ISLANDS).
THE LAYOUT OF THE SITE WAS DESIGNED TO PRESERVE AS MANY TREES AS POSSIBLE. 8 CANOPY TREES HAVE BEEN PRESERVED THROUGH THE DESIGN. SOME OF THESE CANOPY TREES RESIDE IN THE PROPOSED TREE ISLANDS AND THE FRONTAGE BUFFER. THE SPECIMEN TREES BEING PLANTED WILL FILL IN THE REQUIRED AREAS (FRONTAGE AND TREE ISLANDS).
REPLACEMENT TREES (16) 2" LIVE OAK
*THIS PARCEL IS LOCATED WITHIN THE LOCAL ACCESS FRONTAGE.

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SITE PLAN FOR ISLAND VIEW

RESIDENTIAL AND COMMERCIAL DEVELOPMENT
CITY OF BRUNSWICK, GEORGIA

PREPARED FOR:
MARITIME HOMES, LLC.

DATE: 12/01/23	PROJECT NUMBER: 21176	DRAWN BY: OAG	CHECKED BY: JDR	SCALE: 1"=40' (FOR 24"x36" PLOT)
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3

SHEET:



LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- EXISTING ASPHALT PAVEMENT
- WETLAND/CMPA BUFFER ZONE
- LANDSCAPE BUFFER
- PROPOSED BUILDING
- EXISTING SEWER MANHOLE
- EXISTING UTILITY POI
- EXISTING WATER MAIN
- EXISTING SEWER LINE
- EXISTING STORM PIPE
- PROPOSED WATER MAIN
- PROPOSED SEWER LINE
- PROPOSED STORM PIPE
- EXISTING FENCE
- EXISTING OVERHEAD POWER
- EXISTING CONTOUR
- EXISTING TREE TO BE REMOVED
- SPECIMEN TREES TO BE REMOVED WILL HAVE BOX AROUND SIZE/SPECIES LABEL

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REVISIONS

**ROBERTS
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31 SANDHURST BLVD. SUITE 100
BRUNSWICK, GA 31520
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OVERALL PLAN

ISLAND VIEW DEVELOPMENT
CITY OF BRUNSWICK, GEORGIA
PREPARED FOR:
MARITIME HOMES, LLC.

DATE: 12/01/23
PROJECT NUMBER: 21176
DRAWN BY: OAG
CHECKED BY: JDR
SCALE: 1"=60' (FOR 24" X 36" PLOT)

1
SHEET:



Subject: 2023 Assistance to Firefighter Grant Memorandum of Understanding

Brief summary of what you will address the Commission on:

The City of Brunswick, Glynn County, and Jekyll Island are proposing to submit a regional Assistance to Firefighter Grant to the Federal Emergency Management Agency (FEMA). To submit a regional application, the host applicant, Glynn County, will need to submit a Memorandum of Understanding (MOU) outlining the partners' responsibilities and match requirements. Attached please find said MOU.

Monica Hardin

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF BRUNSWICK, GEORGIA,
THE JEKYLL ISLAND-STATE PARK AUTHORITY,
AND
GLYNN COUNTY, GEORGIA**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”), is made and entered into as of the _____ day of _____, 2024, by and between the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "City"), **THE JEKYLL ISLAND-STATE PARK AUTHORITY**, an authority of the State of Georgia (hereinafter “JIA”), and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the “County”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, the City, JIA, and the County wish to apply for the Fiscal Year 2023 Assistance to Firefighters Grant (the “AFG”) Program issued and administered by the United States Department of Homeland Security (“DHS”), the Federal Emergency Management Agency (“FEMA”), and the Grant Programs Directorate (“GPD”); and

WHEREAS, the City, JIA, and the County have agreed to partner to submit a Regional AFG application to DHS as this partnership is mutually beneficial to all Parties; and

WHEREAS, the City, JIA, and the County have determined that the County will be the host applicant for the AFG; and

WHEREAS, the Parties recognize that submission of the Regional AFG application will require the Parties to follow the rules and restrictions stated in the Notice of Funding Opportunity Fiscal Year 2023 Assistance to Firefighters Grant Program (the “NOFO”); and

WHEREAS, the Parties intend to use the AFG funds to purchase a certain number of portable radios for each Party's respective fire department; and

WHEREAS, the AFG Program requires that applicants make available non-federal funds to carry out an AFG Program award in an amount not less than 10% of the federal funds awarded (the "Match"), taking into account the number of residents served by the Parties; and

WHEREAS, it is the desire of the signatories hereto to enter into an MOU establishing the portion of the Match that will be paid for by each Party and the responsibilities of each Party in relation to the AFG.

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

Section 1. Purpose

This MOU outlines a cost-sharing arrangement between the Parties for the purpose of applying for the AFG and distributing any funds received through the AFG Program. The MOU also establishes the individual and mutual responsibilities of each Party, each Party's level of involvement in the AFG project, and the proposed distribution of all AFG-funded assets.

Section 2. Term

The term of this MOU shall be from the date last signed by the Parties until the end of the Period of Performance as established in the AFG award documents.

Section 3. EIN

As required by the NOFO, each Party's EIN is as follows:

County: 58-6000430

City: 58-6000525

JIA: 58-6003349

Section 4. Responsibilities

The Parties agree to follow the rules and requirements of the NOFO. The Parties agree to collect data that will allow FEMA to measure performance of the awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. The City and JIA will provide any information required by the NOFO to the County, and the County will provide the information to FEMA or the proper Federal agency at the appointed times described in the NOFO.

The County agrees to gather the requisite documentation to complete and submit the application for the AFG on behalf of the Parties. The City and JIA may provide County with input and suggestions on the AFG application, as may be appropriate or needed under the circumstances or as may be requested by County. Acceptance of the AFG is subject to the final Local acceptance and approval of all Parties after award of the AFG.

If the AFG is awarded to the Parties, the County agrees to conduct procurement of the portable radios for the Parties under the AFG in accordance with Section 6, Procurement and Payment. The Parties agree to the required Match as set forth in the NOFO, and each Party will be ready to provide such funding for the AFG project in the amount of money specified in Section 5, Cost Sharing, upon grant award and at the time and in the manner provided in Section 6.

The County agrees, upon award of the AFG to the Parties, to submit all required financial and programmatic progress reports to FEMA, as required in the NOFO. Each Party shall also be responsible for coordinating information requests from the other Parties to this MOU in a timely manner. The County will submit any documentation necessary to seek reimbursement through the AFG award, and the City and JIA will provide the County with any documentation needed for such submission.

The Parties agree to provide information to the National Fire Incident Reporting System (“NFIRS”) for the Period of Performance of the AFG.

The Parties agree to maintain, during the term of the AFG, each Party’s aggregate expenditures relating to activities allowable under the NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year the AFG is awarded.

Section 5. Cost Sharing

The total expected cost for the radios that will be purchased with the AFG funds is \$1,217,273.10. Because the total population served by the Parties is less than 100,000 people, the maximum AFG award amount available to the Parties is \$1 million. The expected amount of the Match for the requested AFG funds is \$217,273.10, which is 17.85% of the total expected cost of the radios. The Parties hereby agree to share the cost of the Match, with each Party’s share of the Match determined in proportion to the number of radios that Party will receive using the AFG funds. Accordingly, for the Match of the AFG funds, the County will pay \$156,888.59 (related to procurement of 77 radios), the City will pay \$34,223.64 (related to procurement of 17 radios), and JIA will pay \$26,171.02 (related to procurement of 13 radios).

Should the cost of the Match be less than the expected amounts stated herein, each Party’s contributions under this MOU shall be reduced proportionally.

Should the AFG funds awarded to the Parties be less than \$1 million, the Parties agree to share the remaining cost of the radios in proportion to the number of radios each Party receives under this MOU.

Section 6. Procurement and Payment

The County will conduct the procurement process for the portable radios as prescribed in the NOFO and in accordance with any applicable Federal, State, and local laws. The County will

select only one vendor for all three jurisdictions and will pay the selected vendor for purchase of the portable radios. The County will then provide copies of the invoices for the radios to the City and JIA and request reimbursement from the City and JIA for each entity's portion of the Match as discussed in Section 5 hereinabove.

The City and JIA shall remit their portion of the Match payment directly to the County within thirty (30) business days of receipt of an invoice from County. Once the City and JIA pay their portion of the Match to the County, the County shall transfer the corresponding radios to the respective paying Party.

Section 7. Audits and Monitoring

The expenditure of funds under this MOU is subject to the annual audit requirements of the federal government (including but not limited to the Single Audit Act of 1984, Public Law 98-502, the Single Audit Act Amendments of 1996, Public Law 104-156, and the Office of Management and Budget audit requirements implemented in OMB Circular A-133).

The City and JIA shall provide the County with any documentation relevant to the activities governed by this MOU as requested by County in relation to any audit conducted by the Federal government regarding the expenditure of AFG funds.

City and JIA will provide information to enable the County to comply with reporting requirements regarding the use of AFG funds, to the extent required by the DHS or FEMA. Additionally, each Party will comply with any and all reporting requirements placed upon it as a grantee by the Treasury or other Federal government agency in relation to the AFG funds.

As the host of the Parties' Regional AFG application, the County will submit the requisite Performance Progress Report (the "PPR") as described in the NOFO. The City and JIA will

provide the County with any information needed for the PPR or any other report requested by DHS, FEMA, or any other Federal agency concerning the AFG.

Section 8. Records

Each Party shall retain any financial records, supporting documents, statistical records, and all other records that are in the Party's custody related to the AFG funds for a period of five (5) years after the date of the Parties' close-out letter.

Section 9. Conflict of Interest

Each Party agrees and warrants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the expenditure of funds contemplated by this MOU. Each Party further covenants that in the performance of this MOU, no person having such a financial interest shall be employed or retained by a Party hereunder.

The Parties recognize and agree that there is no conflict of interest affecting the awarding of the AFG funds.

These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of any of the Parties.

Section 10. Nondiscrimination

No Party will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Each Party will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: firing, upgrading, demoting, transferring, recruiting, or recruitment advertising, layoff, termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. Each Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Section 11. Notices

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

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

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

If to JIA:
Jekyll Island Authority
Attn: Director of Public Safety
100 James Road
Jekyll Island, Georgia 31527

Section 12. Termination

Any Party may terminate this MOU at any time, for any reason or no reason, by providing the other Parties with written notice thirty (30) days prior to the date of termination.

The Parties recognize that any termination of this MOU may jeopardize the status of the AFG funds. Accordingly, any Party that terminates this MOU must reimburse the other Parties with the terminating Party's portion of any AFG funds that a Federal department or agency requires the Parties to return and/or pay back because of termination of the MOU.

Section 13. Entire Agreement

This MOU, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County, JIA, and the City with respect to the subject matter

hereof. Furthermore, this MOU supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter hereof.

Section 14. Amendments

This MOU shall not be amended or modified except by agreement in writing executed by the governing authorities of the Parties.

Section 15. Governing Law

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

Section 16. Severability

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

Section 17. Compliance with Law

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

The Parties will comply with any and all rules or regulations issued by the Department of the Treasury (also referred to herein as “Treasury”) with regard to the transfer and use of the AFG funds. The Parties recognize that they are prohibited from using the AFG funds for: political activities; inherently religious activities; and/or lobbying, political patronage, and/or nepotism activities.

Each Party agrees to comply with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable to local governments.

Each Party is responsible for obtaining, reviewing, understanding, and complying with all federal rules, regulations and statutes applicable to federal funding, including those federal rules, regulations and statutes that are included by reference pursuant to the AFG rules.

No Federal appropriated funds will be paid, by or on behalf of any Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Section 18. No Consent to Breach

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

Section 19. Counterparts

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

(this space left intentionally blank; signatures on the following page)

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

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

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

Attest: _____
Naomi Atkinson, City Clerk

GLYNN COUNTY, GEORGIA:

(SEAL)

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

Attest: _____
Ronda Vakulich, County Clerk

**THE JEKYLL ISLAND-STATE PARK
AUTHORITY:**

(SEAL)

By: _____
Mark Williams, Executive Director
The Jekyll Island-State Park Authority

Attest: _____