

OFFICIAL MINUTES
COMMISSION OF THE CITY OF BRUNSWICK, GEORGIA
REGULAR MEETING
7:00 P. M., AUGUST 16, 1989

PRESENT: His Honor Mayor Paul Warwick, Jr., Commissioners James A. Stephens,
Thomas P. Williams and Homer L.
Wilson.

ABSENT: Commissioner Ken Tollison

INVOCATION

The invocation was given by Commissioner James A. Stephens.

APPROVAL OF MINUTES

Commissioner Williams moved approval of Minutes of August 2, 1989 subject to necessary corrections. Motion was seconded by Commissioner Wilson and was unanimously carried.

DELEGATIONS

William A. Taylor was present to discuss the proposed increase for the City Commissioners. Mr. Taylor stated that he was of the opinion that the pay increase failed by majority vote in meeting of July 19, last and questioned the amount of proposed increase and the legality of a notice of intent to introduce ordinance to increase monthly compensation and a expense allowance for travel for the said Commissioners.

ALCOHOLIC BEVERAGE LICENSE

Petition received from Paula N. Herrington to retail wine for consumption on premises at Red Carpet Lounge, 300 F Street, having been approved by the Chief of Police and City Manager, Commissioner Wilson moved that same be granted. Motion was seconded by Commissioner Williams and was unanimously carried.

SURPLUS EQUIPMENT

Commissioner Wilson offered the motion that the list of City equipment be declared surplus for Auction on September 9, 1989. Motion was seconded by Commissioner Williams and was unanimously carried.

BUILDING INSPECTION AGREEMENT

On the matter of the Joint City/County Agreement on Building Inspection services

August, 1989 , by and between the CITY OF BRUNSWICK, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and GLYNN COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County");

W I T N E S S E T H:

WHEREAS, the parties have entered into an informal agreement whereby the County has agreed to make available to the City the services of its Building Inspection Department for the purpose of administering the regulation of new building and construction within the corporate limits of the City;

WHEREAS, the parties hereto are desirous of having a formal agreement between themselves providing for the services to be performed by the County on behalf of the City; and

WHEREAS, Article IX, Section III, Paragraph I, of the Constitution of the State of Georgia authorizes the provision of such services by intergovernmental contract;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Section 1. Definitions. The following words and terms used herein shall have the following meanings unless the context or use clearly indicates another or different meaning or intent, and any other words and terms defined in the Agreement shall have the same meaning as assigned to them in the Agreement when used herein unless the context or use clearly indicates another different meaning or intent:

"Advisory board" or "appeals board" shall mean a board appointed by the Board of Commissioners of Glynn County to serve in an advisory capacity to the Building Official and resolve appeals from administrative decisions made by him, including the Building Appeals Board, the Electrical Advisory Board, the Mechanical/Gas

Inspector and his designated representatives.

"Building Code" shall mean the Standard Building Code, Southern Building Code Congress International, Inc., in the form adopted by Glynn County.

"City" shall mean Brunswick, Georgia, a municipal corporation of the State of Georgia.

"County" shall mean Glynn County, a political subdivision of the State of Georgia.

"Electrical Code" shall mean the National Electrical Code, 1987 Edition, in the form adopted by the County. "Flood Damage Prevention Ordinance" shall mean that ordinance adopted by the City pursuant to 44 C.F.R. Part 60 and other applicable regulations as a condition to participation in the National Flood Insurance Program.

"Gas Code" shall mean the Standard Gas Code, 1988 Edition, Southern Building Code Congress International, Inc., in the form adopted by Glynn County.

"Mechanical Code" shall mean the Standard Mechanical Code, 1988 Edition, Southern Building Code Congress International, Inc., in the form adopted by Glynn County.

"Permit" shall mean a permit issued by the Building Official pursuant to the terms and conditions of this Agreement.

"Plumbing Code" shall mean the Standard Plumbing Code, 1988 Edition, Southern Building Code Congress International, Inc., in the form adopted by Glynn County.

"Regulations" shall mean rules and regulations adopted by Glynn County or by the Glynn County Building Official.

"Service area" shall mean that portion of Glynn county

however, that either party may terminate this Agreement by ninety (90) days prior written notice.

Section 3. City's Performance. The City covenants and agrees: (a) The building Official, or Building Inspector, of Glynn County shall be designated to serve as the Building Official of the City of Brunswick with respect to all new construction, including additions and alterations to existing structures, within the service area. Said Building Official, together with his deputies, assistants and subordinate employees, shall have the same jurisdiction over new construction within the service area as he has or shall have within the unincorporated area of Glynn County.

(b) For the purpose of regulating building and construction within the City, the City will adopt the Building Code, Electrical Code, Mechanical Code and Gas Code in the same form as heretofore adopted by the Board of Commissioners of Glynn County, with the same exceptions and amendments thereto, including the schedule of permit fees applicable within the unincorporated area of Glynn County, and the city will adopt changes in such regulations from time to time as the same shall be adopted by the Board of Commissioners of Glynn County, so as to maintain uniform regulations and permit fees for building and construction throughout Glynn County. The City, also, will maintain its Flood Damage Prevention Ordinance in strict compliance with the applicable Federal regulations. In the event of any disagreement as to the language of such codes or ordinances, the City will consult with the County in an attempt to reach a consensus.

(c) The Building Official shall be authorized to promulgate such rules and regulations as he shall deem necessary to carry out his responsibilities pursuant to this agreement within the service area, provided that the same shall be generally consistent with such rules and regulations applicable within the unincorporated area of Glynn County.

(d) The City agrees to pay to the County the sum of

Building Permit in the City or any variance from the building regulations set forth in the standard codes or regulations of the Building Official, except through the Building Official and with his approval.

(f) The County shall have the right to retain all fees generated in performing any work in the City for the purpose of helping to defray the cost of such inspections and the operation of its Building Inspection Department.

Section 4. County Performance. The County covenants and agrees: (a) The County, through its Building Official and his deputies, assistants and subordinate employees, agrees to carry out the following responsibilities with regard to building and construction within the service area: to examine and review all applications for building permits and plans for buildings to be erected or improved, for conformity to the standard codes and the City's Zoning Ordinance; to have charge of the issuance of permits for building, electrical wiring, plumbing, gas fitting, and all other construction of any kind; to inspect all building and construction to assure that the same comply with legal requirements; and to issue stop-orders to halt construction in the event of non-compliance with legal requirements. The County shall maintain records of such permits and inspections which shall be available for inspection and copying by the general public during normal business hours.

(b) The county agrees to monitor all new construction and improvements to existing structures for compliance with the City's Flood Damage Prevention Ordinance and to report any violations thereof so that the City can disqualify non-complying structures from eligibility for flood insurance coverage.

(c) The County agrees in a timely manner to furnish to the City on a monthly basis all data it has collected dealing with building permits in the service area. The fees for such services shall be established by the County pursuant to Section 5 of this Agreement.

Section 5. Fees.

(a) The County agrees with the City that fees charged by the County for permits and inspections will be billed at a uniform and equal rate for any particular class of users as established by County Ordinances, regardless of whether such inspections are made within the City or the County.

(b) The County agrees not to increase such fees without first giving the City prior written notice of its intention to raise such fees and the amount of the proposed increases.

Section 6. Consultation/Appeal. The County agrees that it will consult with the City on a regular basis as to all administrative decisions the Building Official is called upon to make under City of Brunswick Ordinances. All appeals from an administrative decision of the Building Official concerning the standard codes and building regulations shall be heard by the appropriate advisory or appeals board. Such boards shall continue to be appointed by and under the jurisdiction of the County. The County agrees to consult with the City as to all future appointments to such boards.

Section 7. Appeals/Zoning.

All appeals from a decision of the Building Official concerning the City of Brunswick Zoning Ordinance or variances therefrom shall continue to be heard by the Board of Zoning Appeals as created by the City. The building Official agrees to assist the City in the processing and handling of such appeals.

Section 8. Termination. (a) The City or the County shall have the right to terminate this Agreement upon ninety (90) days advance written notice to the other party to this Agreement. (b) Upon the expiration or termination of this Agreement, all permits previously issued by the County pursuant to this Agreement shall otherwise remain valid and in full force and effect.

Section 9. Amendment. The County shall be authorized to amend the Glynn County

County shall have the right to amend this Agreement if such amendment is necessary to bring any provision hereof or thereof in compliance or conformity with, or to remove any conflict or inconsistency with, (i) the provisions of any applicable governmental statute, law, rule, or regulation enacted or adopted by the State of Georgia or the United States of America, or (ii) any judicial determination which shall be in conflict therewith.

Section 10. Miscellaneous. (a) This Agreement may not be waived, changed, modified or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(b) Each provision of this Agreement is hereby declared to be independent of, and severable from, every other provision. If any provision shall be held to be invalid or unenforceable, that holding shall be without effect upon the validity, enforceability or running of any provisions of this Agreement.

(c) The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be executed by their appropriate officials pursuant to a duly adopted resolution, on the day and year first written.

LARP RESURFACING

Pursuant to advertisement as required by law, the following bids were received on resurfacing 3.390 miles of City streets under Department of Transportation Project No. LAU19-8530-23(127): (1) Reynolds Construction Company \$220,886.50 and (2) Seaboard Construction Company \$203,677.75; and both bids conforming in all particulars with terms of the advertisement. Commissioner Wilson offered the motion that the low bid of Seaboard Construction Company be accepted subject to review. Motion was seconded by Commissioner Williams and was unanimously carried.

FAX MACHINE

The following bids were received on Facsimile Machine for Purchasing Department:

Bid	Model	Bid
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Coastal Bus. Equip.	TA Adler-Royal FX-915	\$1,432.00
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Ratel Communications MinoltaFax 361 \$1,803.00
 Brunswick, Georgia

Southern Bus. Mach. TA Adler-Royal FX-915 \$1,795.00

Commissioner Wilson moved that the low bid be accepted. Motion was seconded by Commissioner Stephens and was unanimously carried.

VEHICLES

The following bids were received on purchase of fleet vehicles for Criminal Investigation, Court Services, and Metro Drug Divisions:

AVIS CAR SALES

Amount	Year	Model	Bid
4	1989	Chevrolet Corsica	\$ 9,290.00
3	1989	Chevrolet Celebrity	10,125.00
2	1988	Pontiac Bonneville	9,400.00
1	1988	Dodge 600	7,799.00

HERTZ RENT A CAR

Amount	Year	Model	Bid
	1988	Pontiac Bonneville	\$ 9,999.00
5	1988	Ford Taurus	9,499.00
1	1988	Toyota Camry	9,199.00
1	1988	Ford Tempo	5,999.00

BUDGET RENTAL CAR SALES

Amount	Year	Model	Bid
	1989	Pontiac Grand Am	\$ 9,000.00
2	1989	Dodge Aries K	7,800.00
1	1989	Olds Cutlass Wgn.	9,200.00
1	1989	Olds Cutlass Ciera	9,200.00
1	1988	Ford Taurus	7,900.00

Following review of said bids Commissioner Wilson moved the City Manager's

Stephens, the Mayor was unanimously authorized to execute quit claim deeds as petitioned for upon payment of all taxes, interest and cost to wit:

1. Union Realty, on N-1/2 of New Town Lot No. 489, New Town Lots 557 and 558, S-18' of New Town Lot No. 1450 for \$53.45, for the year 1987;
2. Union Realty, on N-1/2 of New Town Lot No. 489, New Town Lots 557 and 558, S-18' of New Town Lot 1450 for \$53.41, for the year 1986;
3. Buster Brinkley, on New Town Lot No. 1008 and S-1/2 of New Town Lot No. 1009 for \$62.99, for the year 1983.

CEMETERY DEEDS

On motion of Commissioner Stephens seconded by Commissioner Williams, the following petitions were unanimously granted:

1. Transferring Lot No. 2, Section No. 131 from Henry Bell to Laura B. Guthrie. Original deed lost but City records verify ownership.
2. Transferring Lot No. 5, Section No. C-2 in Palmetto Cemetery from Laura Bell to Laura B. Guthrie. Original deed lost but City records verify ownership.

MONTHLY REPORTS

The following reports for the month of July, 1989 were submitted and were ordered filed as information: (1) General Fund (2) Revenue Sharing, (3) Water and Sewer Financial and (4) Recorders Court. Uncollectible Water and Sewer Accounts in the amount of \$1,563.51 and Uncollectible Accounts paid in the said month in the amount of \$289.42. Commissioner Stephens moved that the monthly reports be accepted. Motion was seconded by Commissioner Williams and was unanimously carried.

Minutes of the Park and Tree Commission of July 25, 1989 were submitted. Received and ordered filed as information.

DRUG-FREE WORKPLACE POLICY

The City Manager, so requesting Commissioner Stephens moved adoption of the Drug-Free Work Policy as submitted. Motion was seconded by Commissioner Wilson and was unanimously carried.

WATER LINE REPLACEMENT

very well with their fitness program. Lt. Stephen Moreno III, gave statistical information on the physical training program. The Fire Chief presented appreciation certificates to the Commissioners and the City Manager. Received with appreciation.

PUBLIC HEARING

This being the date, time and place for public hearing on proposal to rezone lots 23 and portion of Lot 24 in Windsor Park from R-9 One-Family Residential to LC Local Commercial District and Lot 25 and portion of Lot 24 from R-9 One-Family Residential District to LC Local Commercial District, pursuant to the advertisement. Many citizens were present for the said hearing. Mayor Warwick upon opening the hearing determined the number of citizens present that wished to speak in support of the proposed rezonings and their identities.

Larry Taylor, Deputy Director of Zoning and Planning reported that his staff recommended approval of both requests with certain stipulations. Mr. Taylor described the property as to location, giving a history of prior requests for rezoning which also was denied.

Buddy NeSmith, local businessman, submitted plans to construct an automated gasoline fueling station and an office on proposed site. He further stated that the automated fueling facility would operate on computerized credit cards that would be issued to businesses and private citizens, and only two pumps would be at the twenty-four hour fueling facility. Manual work would not be permitted on said site. Mr. NeSmith pointed out there was previously a commercial business on the said residential property and he was only asking permission to operate a business on the same property.

George Horton spoke in behalf of the residents of Windsor Park and presented a petition bearing one hundred and fourteen (114) signatures of residents opposing the said rezoning. He stated that homeowners did not want commercial businesses in their neighborhoods and urged the Commission to deny the rezoning. Mayor Warwick then allowed time for rebuttal from the petitioner.

Commissioner Wilson stated that he has been cautious in rezoning any property that would affect homes of property owners and found it difficult to go against citizens who have invested in their property. Commissioner Williams stated that he is concerned about citizens property and did not feel comfortable in rezoning said property.

The City Attorney stated that the history of the rezonings may have some legality questions concerning the adoption of the 1965 zoning map.

Commissioner Stephens moved that the petition be denied pointing out the potential health and safety hazards. Motion was seconded by Commissioner Williams and was unanimously carried.

OTHER CITY BUSINESS

Mayor Warwick announced that he has decided not to seek another term of office.

EDA APPOINTMENTS

On motion of Commissioner Stephens seconded by Commissioner Williams the following

Constitution of the State of Georgia (Ga. Laws 1966, page 910, et seq.); an act of the General Assembly of the State of Georgia approved April 9, 1981 (Ga. Laws 1981, page 4335, et seq.); an act of the General Assembly of the State of Georgia approved March 14, 1983 (Ga. Laws 1983, page 4057, et seq.); an act of the General Assembly of the State of Georgia approved February 24, 1987 (Ga. Laws 1987, page 3659, et seq.); and an act of the General Assembly of the State of Georgia approved March 31, 1987 (Ga. Laws 1987, page 5391, et seq.); and

WHEREAS, said Act approved March 31, 1987, (Ga. L. 1987, p. 5391), among other things, amended the 1963 Act and various amendments thereto implementing the Brunswick and Glynn County Development Authority by striking Section 1 of the 1963 Act in its entirety and inserting in lieu thereof a new Section 1 to read as follows:

"Section 1. The Brunswick and Glynn County Development Authority shall consist of a board to be known as the Board of Governors composed of five persons appointed by a joint resolution of the governing bodies of Glynn County and the City of Brunswick. At the time of the election of the first Board of Governors, the governing bodies of Glynn County and the City of Brunswick shall elect three members for three-year terms and two members for two-year terms. Thereafter, the term of all members shall be for three years. No member of the Authority may serve for more than two successive terms. If at the end of any term of office of any member, a successor thereto has not been elected, the member whose term of office has expired shall continue to hold office until his successor is appointed."; and

WHEREAS, said Act approved March 31, 1987, (Ga. L. 1987, p. 5391), among other things, amended the 1963 Act and various amendments thereto implementing the Brunswick and Glynn County Development Authority by striking Section 2 of the 1963 Act in its entirety and inserting in lieu thereof a new Section 2 to read as follows:

"Section 2. The members of the authority shall be taxpayers residing in Glynn County, Georgia. No member shall be an officer or employee of Glynn County or the City of Brunswick. The members of the authority shall elect one of their members as chairperson and another as vice-chairperson and shall also elect a secretary and a treasurer. In the event of a vacancy in the membership of the authority, the authority will submit to the governing bodies of Glynn County and the City of Brunswick the name of one candidate for each vacancy. If any candidate is not acceptable to the governing bodies of Glynn County and the City of Brunswick, the authority will be asked to submit the name of a second candidate. If three of such candidates for a particular vacancy are found to be unacceptable, the governing bodies of Glynn County and the City of Brunswick, by resolution, shall appoint an individual or individuals to fill such vacancy or vacancies.

Upon appointment, each member of the authority shall take an oath before a notary public, or other officer authorized to administer oaths, that he or she will truly and faithfully perform the duties of a member of the authority "

WHEREAS, Hugh Langford resigned as a member of the Board of Governors of the Brunswick and Glynn County Development Authority, effective October 1, 1988; and

WHEREAS, the term of Henry Godshall expired on July 31, 1989; and

WHEREAS, pursuant to the above-referenced act by the General Assembly of Georgia requiring a joint resolution of the governing bodies of Glynn County and the City of Brunswick, this Joint Resolution is hereby made as an embodiment of the separate resolutions of the Commission of the City of Brunswick and the Board of Commissioners of Glynn County, Georgia;

RESOLVED, that William H. Stewart be appointed to the Board of Governors of the Brunswick and Glynn County Development Authority to serve for a three-year term beginning August 1, 1989; and

FURTHER RESOLVED, that Alfred W. Jones, III, be appointed to the Board of Governors of the Brunswick and Glynn County Development Authority to serve for a three-year term beginning August 1, 1989.

EXECUTIVE SESSION

Commissioner Williams moved that the Commission hold an executive session to discuss a legal matter. Motion was seconded by Commissioner Stephens and was unanimously carried.

MEETING RECESSED.

Mayor

Attest: _____

Secretary of the City Commission