

OFFICIAL MINUTES
COMMISSION MEETING OF THE CITY OF BRUNSWICK, GEORGIA
REGULAR MEETING
7:00 P. M., August 18, 1993

PRESENT: His Honor Mayor Homer L. Wilson, Commissioners Otis Herrington, Roosevelt Lawrence, and Doris A. Davis.

ABSENT: Commissioner Rev. G. E. Darrisaw.

INVOCATION: The invocation was given by Commissioner Otis Herrington.

APPROVAL OF MINUTES

Commissioner Darrisaw moved and Commissioner Herrington seconded the motion to approve the minutes of the meeting of August 4, 1993. The motion passed unanimously.

DELEGATIONS

Ken Plyman appeared before the Commission to request that the City explore the issue of wireless cable and join in with Glynn County to enhance the protection of the Cable Service in the City and County. Mr. Plyman discussed the start up cost for wireless cable and suggested that the City look at a one cent sales tax referendum to pay for the start up cost. Mr. Plyman next asked the Commission to look at the Cable Franchise that was granted to the local Cable Company, pointing out that the cable rates would be going up soon. Mr. Plyman stated that citizens should be able to select their stations and not have to look at duplicate stations. He asked the Commission to check into the wireless cable system.

Mayor Wilson stated that he has long felt that the City should look into the Cable Franchise. Commissioner Herrington stated that the Cable Regulation was more than 500 legal pages and an attorney would have to interpret the cable regulation. He stated that the cost would be approximately fifty million dollars for thirty channels.

Commissioner Lawrence moved and Commissioner Davis seconded the motion to have the City Attorney look into the feasibility of the Wireless Cable System. The motion passed unanimously.

Mrs. Michael Johnson appeared before the Commission to request permission to place a manufactured home on property on the corner of Third and Lee Streets. Mrs. Johnson explained that her family could not afford to purchase a home in the City. Mrs. Johnson stated that the City allowed another family to place a manufactured home in the 2400 block of Lee Street. Mayor Wilson stated that the manufactured home was allowed to be placed in the City because it was a hardship case. Mrs. Wright owner of the manufactured home in the 2400 block of Lee Street was present and stated that the home was placed there because a hardship with her mother who is now deceased and requested that she be given sixty days to sell the manufactured home.

The City Manager stated that citizens must present a hard ship to be granted permission to have a manufactured home placed in the City. Commissioner Herrington asked Mrs. Johnson did she have a hardship case. Mrs. Johnson stated that it was not a hardship case.

Commissioner Herrington moved and Commissioner Davis seconded the motion to deny the request for the reason that it was not a hardship case. The motion passed unanimously.

Gene Tippens appeared before the Commission to request that City Streets in Brunswick be

named after Veterans who resided in the City of Brunswick. Mr. Tippens submitted a list with 136 names of Veterans of World War I and II, Korean War and Vietnam War. Mayor Wilson stated that he grew up with Mr. Tippens, and he also made a great contribution to World War II. Mayor Wilson stated that he would like to see streets named after Veterans.

Commissioner Lawrence stated that he would like an opportunity to study the list.

Mayor Wilson asked Mr. Tippens to give the Commission time to study the list. Mayor Wilson thanked Mr. Tippens for his presentation.

AMENDMENTS TO MISCELLANEOUS OFFENSES ORDINANCE

The City Attorney explained the new ordinance that should be in place to satisfy the requirement of the Community ratings service to get a reduction in Flood Insurance premiums. This ordinance would prohibit people from dumping any refuse or litter in a ditch or stream that carries off storm water. He stated that the ordinance was requested by the Director of Community Development to get a reduction in flood insurance premiums for the City of Brunswick. The City Attorney stated that it was appropriate to revise the ordinance concerning Miscellaneous Offenses, Loitering, Prowling, Disorderly Conduct, Public Drunkenness, in addition to the littering.

On motion of Commissioner Herrington and seconded by Commissioner Davis the following ordinance was unanimously adopted:

AN ORDINANCE TO DEFINE CERTAIN OFFENSES AGAINST PUBLIC ORDER AND SAFETY; TO DEFINE THE OFFENSES OF LOITERING OR PROWLING, LOITERING, PUBLIC DRUNKENNESS, DISORDERLY CONDUCT, AND LITTERING OR DUMPING; TO PROVIDE FOR THE PUNISHMENT THEREOF; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

THE COMMISSION OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1. The Brunswick Code is hereby amended by adding thereto a section which shall be designated as Sec. 16-5 and which shall provide as follows:

"Sec. 16-5. Loitering or prowling.

"(a) A person commits the offense of loitering or prowling when he is in a place at a time or in a manner not usual for law-abiding individuals under circumstances that warrant reasonable concern for the safety of persons or property in the vicinity.

"(b) The following circumstances may be considered in determining whether concern is warranted: (1) the fact that the person takes flight upon the appearance of a policeman, (2) the fact that the person refuses to identify himself, (3) the fact that the person fails or refuses to give a reasonable and truthful explanation of his presence and conduct or (4) the fact that the person endeavors to conceal himself or any object.

"(c) Unless flight by the person or other circumstances make it impracticable, a police officer, prior to any arrest under this section, shall afford the person an opportunity to dispel any concern which otherwise would be warranted by requesting the person to identify himself and explain his presence and conduct. No person shall be convicted of an offense under this section if an arrest was not authorized under this subsection."

SECTION 2. The Brunswick Code is hereby amended by adding thereto a section which shall be designated as Sec. 16-6 and which shall provide as follows:

"Sec 16-6. Loitering.

"(a) A person commits the offense of loitering when he idles, loafs or loiters in, on, upon, about or around any street, highway, sidewalk, alley or other public right of way or any public building or other building or premises open to the general public so as to interfere with the use thereof or free passage by other persons.

"(b) A person commits the offense of loitering when he remains in, on, upon, about or around any public building or place or other building or premises open to the public or any lounge or barroom for the purpose of procuring others to engage in any sexual acts for hire.

"(c)" A person commits the offense of loitering when he assembles or congregates with others in the parking area of any commercial business, shopping center or shopping mall for any purpose other than working, shopping or doing business related to the goods or services available at the commercial business, shopping center or shopping mall, without specific license from any person authorized to grant permission to use the premises for such assembly or congregation."

SECTION 3. The Brunswick Code is hereby amended by adding thereto a section which shall be designated as Sec. 16-7 and which shall provide as follows:

"Sec. 16-7. Littering or dumping.

"(a) As used herein, the term 'litter' means all kinds of garbage, trash, rubbish, refuse, debris and junk, including kitchen waste, glass, cans, bottles, plastic or paper containers, newspapers, magazines, gravel, slag, dirt, concrete, construction materials, dead animals, abandoned motor vehicles and parts thereof, discarded furniture and appliances, leaves and other lawn or garden waste and other refuse and discarded matter of every kind and description.

"(b) The term 'public or private property' shall mean the right of way of any street, highway or alley, any public building and the grounds thereof, marshland and any body of water or watercourse and the shores thereof, any park, playground or recreational area, and private property which is open to view from public property or other private property.

"(c) A person commits the offense of littering or dumping by dropping, throwing, depositing, dumping or leaving litter on any public or private property within the City of Brunswick, except under the following circumstances: (1) If the litter is placed in a litter receptacle or container installed on such property, (2) if the litter is being stored temporarily in an orderly and unobtrusive manner on private property in the course of routine commercial, institutional or industrial business operations, (3) if litter such as discarded furniture and appliances or other items too large to be placed in a receptacle or container are being stored temporarily in an orderly and unobtrusive manner on residential property, not to exceed ten days, or (4) if leaves and other lawn and garden waste are left on or near the public right of way and not on any paved area of the right of way, awaiting routine pickup by City employees.

"(d) Notwithstanding any of the foregoing provisions, a person commits the offense of littering or dumping by dropping, throwing, depositing, dumping or leaving litter in any ditch, stream, creek, river, watercourse, body of water or the

shores thereof or in any marsh or any retention basin or sewer that regularly or periodically carries surface water runoff.

"(e) Notwithstanding any of the foregoing provisions, a person commits the offense of littering or dumping by dropping, throwing, depositing, dumping or leaving litter in any dumpster within the City of Brunswick which such person is not authorized to use for the disposal of litter.

"(f) Whenever litter is dropped, thrown, or dumped from any motor vehicle, boat or other conveyance in violation of this Code section, such fact shall constitute prima facie evidence that the operator of the conveyance is the person who has violated this Code section.

"(g) Whenever any litter which has been dropped, thrown, deposited, dumped or left on any public or private property in violation of this Code section is discovered to contain any article or articles, including but not limited to letters, bills, publications or other writings which display the name of a person thereon in such manner as to indicate that the article belongs or belonged to such person, there shall be a rebuttable presumption that such person is the one who has violated this Code section."

SECTION 4. The Brunswick Code is hereby amended by adding thereto a section which shall be designated Sec. 16-22 and which shall provide as follows:

"Sec. 16-22. Disorderly conduct.

"(a) A person commits the offense of disorderly conduct when he acts in a violent or tumultuous manner toward another person or any property whereby any person is placed in fear of his safety or property is placed in danger.

"(b) A person commits the offense of disorderly conduct when he remains in any place where there is disagreement being expressed between persons for the purpose of causing, provoking or engaging in a fight or brawl.

"(c) A person commits the offense of disorderly conduct when he jostles, roughly crowds or pushes another or others in a public place.

"(d) A persons commits the offense of disorderly conduct when he recklessly or knowingly commits any act which reasonably may be expected to prevent or disrupt a lawful meeting, gathering or procession.

"(e) A person commits the offense of disorderly conduct when he recklessly or knowingly commits any act which reasonably may be expected to prevent or disrupt a lawful meeting, gathering or procession.

"(f) A person commits the offense of disorderly conduct when he engages in loud conversation or argument using profane, obscene or vulgar language within the hearing of other than the participants."

SECTION 5. The Brunswick Code is hereby amended by adding thereto a section which shall be designated Sec. 16-67 and which shall provide as follows:

"Sec. 16-67. Public drunkenness.

"A person commits the offense of public drunkenness by being in any public place or within the curtilage of any private residence not his own other than by invitation of the owner or lawful occupant, in any intoxicated condition caused by alcohol or any other mood-altering drug, substance or combination thereof, which condition is

made manifest by boisterousness, by indecent condition or act or by vulgar profane, loud or unbecoming language."

SECTION 6. Any person convicted for the commission of any of the offenses defined hereinabove shall be punished as provided in Sec. 15-8 of the Brunswick Code.

SECTION 7. If any provision of this Ordinance is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and such holding shall not affect the remaining provisions of the Ordinance.

SECTION 8. This Ordinance shall become of full force and effect from the date of its adoption.

Mayor Wilson asked what happened to the dumpsters that were placed at Coffin Park. The City Manager stated that the recycling dumpsters were removed because people were placing all kinds of trash in them. Mayor Wilson recommended that the City place dumpsters on the City's right-of-way to help with trash collection. Commissioner Lawrence and Herrington requested that dumpsters be placed at a designated site in the City.

BIDS

The following bids were received for Demolition of structures at 1012 & 1014 Gordon Street:

Contractor	1012 Gordon St.	1014 Gordon St.
A & L Construction Snokie Ryals	\$1,500.00	\$3,300.00
Charlie T's	2,800.00	
Southern Resources Joe Robinson	1,325.00	3,475.00
J.T. Construction, Inc. Jeffery Hippard	2,100.00	3,100.00 *
Donald Sapp	No Bid	No Bid

Commissioner Lawrence moved and Commissioner Davis seconded the motion to accept the low bids. The motion passed unanimously.

The following bids were received for Painting the Multipurpose Center on I Street:

Contractor	Bid
Fairecloth Painting Co. Rusty Fairecloth	\$3,055.27
Burgess Painting Co.	5,600.00
W.O. Whitten Paint Cont.	4,500.00
Vinco Inc.	3,300.00

L&H Construction David Hines	4,480.00
Charlie T's Universal Decorator's	2,710.76 * 5,055.96
J.T. Construction Inc. Jeffery Hippard	3,200.00
Dee's Inc.	4,789.00

Commissioner Lawrence moved and Commissioner Davis seconded the motion to accept the low bid. The motion passed unanimously.

The following bids were received for Repairing of Roof on H Street Center Gym:

Contractor	Bid
Herman Sloan Sloan Roofing	\$ 8,200.00
George Bennett Bennett Roofing Co.	11,840.00*
ABC Roofing Co. Inc. Jack Bejtugh	21,200.00

The City Manager recommended the bid of Bennett Roofing Company. Commissioner Lawrence questioned the work that Sloan Roofing did for the Police Department. Commissioner Davis moved and Commissioner Lawrence seconded the motion to accept the bid of Bennett Roofing. The City Manager pointed out that Mr. Bennett's bid was in line with the in-house bid. The motion passed unanimously.

MONTHLY REPORTS

Commissioner Davis moved and Commissioner Lawrence seconded the motion to defer the Monthly Reports until the next meeting. The motion passed unanimously.

CEMETERY DEEDS

Petition received from Vanderbilt Lawrence for deed to N-1/2 of Lot No. 4, Section No. 83 in Greenwood Cemetery, in lieu of original deed that was lost, misplaced or destroyed, but City records verify ownership. Commissioner Davis moved and Commissioner Lawrence seconded the motion to grant petition. The motion passed unanimously.

OTHER CITY BUSINESS

The City Manager reported that a vacancy exists on the Hospital Authority to fill the unexpired term of the late Ben Jaudon.

Commissioner Herrington moved and Commissioner Lawrence seconded the motion to advertise the vacancy and submit three names to the Hospital Authority for consideration.

The motion passed unanimously.

The City Manager reported that the construction cost agreement with the CXS Railroad to build a new highway is now \$7,368.88, and the first estimate that was submitted was \$1,141.00. The City Manager recommended that the City Attorney review the project agreement to build the highway and upon the City Attorney's approval of the said agreement the Mayor will execute the agreement.

THIS EASEMENT AGREEMENT, Made and entered in to this 16th day of August, 1993, by and between CSX TRANSPORTATION, INC., a Virginia corporation, hereinafter referred to as Grantor, and CITY OF BRUNSWICK, hereinafter referred to as the Grantee:

WITNESSETH; That Grantor, for and in consideration of One Dollar to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, and of the covenants and agreements to be kept and performed by Grantee as hereinafter expressed, hereby grants to Grantee and easement or right of way, within the limits hereinafter set out, for improving, widening, and maintaining a highway or street crossing (including the usual appurtenances, such as approaches, paved roadway, curbs, gutters, sidewalks, shoulders, slopes, fills, cuts and drainage facilities) at grade across the right of way and track or tracks of Grantor at P Street, Brunswick, Glynn County, Georgia, said crossing being 28 feet in width that intersects Grantor's main track near Railroad Milepost AOB- 531; said crossing being shown outlined in RED on print of Drawing labeled Exhibit 1, attached hereto and made a part hereof.

And Grantee hereby covenants and agrees in consideration of said easement:

1(a). Said crossing shall be improved and widened at the cost and expense of Grantee, but in a manner and of materials in all respects satisfactory to the Division Engineer of Grantor, and all incidental expenses necessarily incurred in connection therewith shall be borne by Grantee. After crossing construction has been completed, Grantee shall maintain said crossing at its expense and in a manner in all respects satisfactory to said Division Engineer; except, however, Grantor shall maintain, but at Grantees expense, the portion of said crossing between the rails of said tracks) and for two feet on the outside of each rail thereof. Upon the opening of the "P" Street crossing the existing crossing at "O" Street shall be barricaded by City and removed by Railroad.

(b). Simultaneously with the execution of this agreement by the Grantee, the Grantee hereby agrees to deposit with Grantor the sum to \$5,887.88, being the estimated amount of the cost of the work to be performed by Grantor and the materials to be furnished by Grantor in connection with the construction of a Type "L" Crossing at the location described herein (per the estimate dated 10/12/92, also attached hereto). In the event said deposit is less than the actual cost borne by Grantor, the Grantee shall also, upon receipt of bill rendered by Grantor, promptly pay such additional cost to Grantor. Should said deposit be in excess of the actual cost borne by Grantor, the Grantor shall promptly refund the difference to the Grantee. Upon completion of the construction of said crossing, Grantor shall furnish to Grantee a detailed statement showing the cost of the work, including materials used by construction of said crossing.

(c). At such time that the Grantor performs maintenance or repairs to trackage at said crossing, the Grantee will, during such time and at the directions of the Grantor, either close said crossing to traffic or provide flagging protection (and temporary detour grad crossing, if deemed necessary) at Grantee's expense.

2(a). The Grantor reserves the right at any time, if it so desires, to construct an additional track or tracks across said crossing; in such event, Grantor shall have the right and is hereby granted the privilege to remove any paving from said crossing to the extent necessary for the construction of said track or tracks and, upon

completion of the trackage construction, Grantor will, but at Grantee's entire cost and expense, (i) restore said crossing and (ii) install flange boards between the rails of said track or tracks and for two feet on the outside of each rail thereof, thereafter, Grantor will maintain the portion of said crossing between the rails of said track or tracks and for two feet on the outside of each rail thereof. In the event relocation of signals is required due to construction of said track or tracks, the cost thereof shall also be borne by Grantee.

(b). The Grantor also reserves the right at any time, if it so desires, to remove (abandon) any trackage located within the limits of said crossing; in such event Grantor shall have the right and is hereby granted the privilege to remove any paving from said crossing to the extent necessary for the removal of said trackage and, upon completion of said trackage removal, Grantee will restore said crossing at Grantee's entire cost and expense.

3. Grantee, for and in consideration of the privileges and benefits granted by Grantor, and benefits flowing therefrom unto Grantee, agrees to save harmless Grantor, its successors and assigns, from any and all claims, including attorneys' fees, arising out of any suit, on account of personal injuries or damage to property of whatsoever nature arising during the construction or reconstruction of said crossing; and Grantee agrees to indemnify and save harmless Grantor, its successors and assigns, from any and all damages, including attorneys' fees, that might occur to Grantor on account of improper or faulty drainage at said crossing due to the construction or reconstruction thereof.

4. It is expressly understood and agreed that if at any time in the future the Grantee or other Governmental authority should determine that safety requires grade crossing traffic control devices other than that afforded by stop signs, such watchman, gates, or flashing light signals, parties acknowledge and agree that Grantee will be responsible for the cost of furnishing, installing or maintaining any such protection. Grantee or such other Governmental authority will first obtain approval in writing from the Grantor with respect to location.

5. The cost of all work performed by Grantor (including flagging and engineering services, if any) any all materials furnished by Grantor within the scope of this agreement to which Grantee is obligated to reimburse Grantor for the cost thereof shall have surcharges added thereto in accordance with Federal Aid Highway Program Manual Transmittal 129, dated April 25, 1975, in effect at the time the work is accomplished. All other accounting and reimbursement shall be in accordance with Grantor's usual practice in effect for similar work at the time the project is in progress.

6. Grantee understands that this agreement does not allow Grantee to install or permit the installation of any other utility within the limits of the crossing described herein.

7. In consideration for the easement hereby granted, it is expressly agreed that the Grantor shall not at any time or in any manner be assessed with the cost or any part of the cost of the construction and maintenance of any improvement constructed now or at any time in the future on or adjacent to said crossing.

8(a). During any construction by Grantee at or adjacent to said crossing, the Grantee shall furnish (or require its constructor to furnish) the Grantor a Certificate of Insurance showing that the Grantee (or its contractor) carries liability insurance applicable to this agreement (evidencing said applicability by a contractual liability endorsement stating that the insurance is applicable to the obligations assumed by the Grantee under the agreement with Grantor) in the amount of \$3,000,000.00 for all personal injuries, death, or property damage, per occurrence arising during the policy period.

(b). The Grantee shall furnish certificates of insurance evidencing the above coverage and the form of the policy (or policies), the carrier

and the amount of the coverage shall be subject to the prior approval of the Grantor. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this agreement and such other endorsement or endorsements as, in the opinion of counsel for the Grantor, may be necessary or advisable to fully protect and indemnify the Grantor. In addition, such insurance shall contain notification provisions whereby the insurance company agrees to give thirty (3) days' notice to the Grantor of any change or cancellation of the policy. All of these endorsements and notice provisions shall be stated on the certificate of insurance which is to be provided to the Grantor. Provided, however, that notwithstanding any of the provisions of this agreement with respect to insurance, it is understood and agreed that the liability assumed by the Grantee shall not be limited to the insurance coverage stipulated herein.

It is understood and agreed that this easement agreement shall not be binding until it has been authorized or ratified by a property ordinance of resolution of the City of Brunswick, a certified copy of which ordinance or resolution is attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate the day and year first above written.

Commissioner Lawrence moved and Commissioner Davis seconded the motion to approve the City Manager's recommendation for the Mayor to execute the project agreement. The motion passed unanimously.

The City Manager reported on the wireless Cable TV workshop that he attended. He advised the Commission that the City could regulate cable rates as early as October. The City Manager recommended that amendments be made to the existing Cable TV Franchise. He next requested that the City authorize him to submit form FCC 328 to regulate Cable rates. Commissioner Herrington stated that he attended the cable workshop and the City will do something to regulate Cable rates.

Commissioner Herrington moved and Commissioner Lawrence seconded the motion to authorize the City Manager to submit form FCC 328 to regulate cable rates. The motion passed unanimously.

Commissioner Lawrence discussed contractors submitting a purchase list and a list of subcontractors. He stated that he had a problem with people not being employed in the City to work with the Contractors.

Commissioner Herrington stated that it was not a written agreement for contractors to hire local employees. He stated that the next project should have stipulations in the contract stating that they will hire local employees.

The City Manager stated that the Contractor brings in trained people that works for the company to work on projects. The City Manager pointed out that the Contractor have purchased some supplies from local businesses.

Mayor Wilson reported that he received complaints from residents to clean up the area around the VFW Building. Mayor Wilson asked about property in the 600 block of Newcastle Street that needs to be razed. Mayor Wilson requested that all bills for property that was razed in the City be forwarded to the Tax Department and liens be placed on these properties.

Mayor Wilson stated that something should be done about drug pushers in the City. Commissioner Davis stated that she would like a letter mailed to property owners to stop Loitering around their businesses.

The City Attorney was asked to look at what the City could do about the curfew law. It was suggested that the City meet with the State Legislators.

MEETING ADJOURNED.

Mayor

Attest _____
City Clerk