

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
Kendra L. Rolle, Commissioner
Lance Sabbe, Commissioner
Gwen Atkinson-Williams, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

**BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED COMMISSION MEETING
WEDNESDAY, JUNE 5, 2024 AT 5:30 P.M.
1229 NEWCASTLE STREET, 2nd FLOOR
&
STREAMED LIVE AT THE BELOW WEB ADDRESS:**

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

PUBLIC HEARING - FINANCE

1. City of Brunswick Proposed Fiscal Year 2024/2025 Budget. *(R. McDuffie)*

APPROVAL OF AGENDA

2. Adoption of June 5, 2024 Regular Scheduled Commission Meeting Agenda.

PUBLIC HEARING - ORDINANCE

3. Ordinance 1082 - Designation of the Visitors Club as a Local Landmark Site. *(J. Hunter)* **(Encl. 1)**

ITEM(S) TO CONSIDER FOR APPROVAL

4. Consider Approval of May 15, 2024 Regular Scheduled Meeting Minutes. *(subject to any necessary charges.) (N. Atkinson)* **(Encl. 2)**
5. Consider Friday, July 5, 2024 as an Additional Holiday for City Employees. **(Encl. 3)**
6. Consider Changing Wednesday, July 17, 2024 Regular Scheduled Commission Meeting to Monday, July 15, 2024.
7. Consider Approval of Financial Reports as of April 30, 2024. *(R. McDuffie)* **(Encl. 4)**
8. Consider Approval of Resolution Number 2024-05 ~ Authorization to Execute a Contract Between the City of Brunswick and Georgia Environmental Protection Division Hazardous Waste Trust Fund. *(G. Alberson)* **(Encl. 5)**
9. Consider Approval of Contract with J. Hiers Company, Inc. for Asphalt Resurfacing of Various Streets Within the City, and Installation of a Pedestrian Crosswalk Across Gloucester Street. *(G. Alberson)* **(Encl. 6)**
10. Consider Approval of Memorandum of Understanding Between Brunswick Housing Authority and the City of Brunswick Recreation Department for Youth Education and Development Services. *(V. Booker)* **(Encl. 7)**

CITY ATTORNEY’S ITEM(S)

11. Consider Adoption ~ Ordinance 1082 - Designation of The Visitors Club as a Local Landmark Site.
(Encl. 1)
12. Discussion ~ Amendment to Planning and Appeals Commission Ordinance. **(Encl. 8)**
13. Consider Approval of Resolution for the Department of Transportation Local Open Roads Policy.
(Encl. 9)
14. Consider Approval and Submission of Statewide Mutual Aid Agreement. **(Encl. 10)**

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 person(s).”

ORDINANCE NO. 1082

AN ORDINANCE TO AMEND CHAPTER 5, ARTICLE II, DIVISION II OF THE MUNICIPAL CODE OF THE CITY OF BRUNSWICK SO AS TO DESIGNATE THE BOUNDARIES OF A LOCAL HISTORIC SITE WITHIN THE CITY; TO DESCRIBE THE PROPERTY LOCATED WITHIN THE SITE AND SET FORTH THE NAMES OF THE OWNERS OF SAID PROPERTIES; TO REQUIRE THAT THE SITE BE SHOWN ON THE OFFICIAL ZONING MAP OF THE CITY OF OTHER MAP OF THE CITY AND KEPT AS A PUBLIC RECORD; TO REQUIRE THAT A CERTIFICATE OF APPROPRIATENESS BE OBTAINED PRIOR TO ANY MATERIAL CHANGE IN THE APPEARANCE OF THE SITE; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES, AND FOR OTHER PURPOSES

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

SECTION ONE:

Sec. 5-38. Visitors Club Local Landmark Site.

- a) There is hereby designated pursuant to the provisions of Division 1 of this article and the terms of state law a local landmark site which shall be referred to as "The Visitors Club" and which shall be located at 2000 Glynn Avenue.
- b) The property "The Visitors Club", located at 2000 Glynn Avenue, is owned by the Georgia Department of Transportation and leased to the City of Brunswick.
- c) The location of the said landmark shall be designated on the official zoning map of the city.
- d) No material change in the appearance of the structure, site, or work or art on the property shall be made or be permitted to be made by the owner or occupant thereof, unless and until application for a certificate of appropriateness has been submitted to and approved by the historic preservation board as provided for in Division 1 of this article.

SECTION TWO:

All City of Brunswick code sections, ordinances, and parts of codes sections and ordinances in conflict herewith are hereby waived for the sole purpose of this ordinance only and shall otherwise remain in full force and effect.

SECTION THREE:

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

SECTION FOUR:

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

**SO ORDAINED BY THE CITY COMMISSION OF BRUNSWICK THIS 5th DAY OF
JUNE 2024.**

COSBY H. JOHNSON, Mayor

ATTEST: _____
Naomi Atkinson, City Clerk

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, MAY 15, 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 Kendra Rolle, and Commissioner Gwen Atkinson-Williams

ABSENT: Commissioner Lance Sabbe

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

INVOCATION: Pastor Shannon Miller, Living By Faith World Ministry Church

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

ADDENDUM(S) TO AGENDA

Commissioner Rolle moved to remove agenda item number 15, 16 and 9 from the agenda; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

APPROVAL OF AGENDA

1. Adoption of May 15, 2024 Regular Meeting Agenda.

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

PUBLIC COMMENT – There was no one present for public comment.

Mayor Johnson recognized Zack Johnson in the audience.

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

2. Recognition of Brunswick Recreation and Parks State Track Champions.

The track team was presented a proclamation; same was accepted with gratitude.

3. Recognition of the Winners of the Georgia Cities Week Essay Contest.

Winners Arbricana Johnson, Charleigh Clay, and Wyatt Johnson were presented with Georgia Cities Week t-shirts, medals, city coins, certificate of recognition, and a \$25 gift card; all were accepted with gratitude.

4. Proclamation Presentation to U.S. Coast Guard and U.S. Coast Guard Auxiliary recognizing the Week of May 18-24, 2024, as “National Safe Boating Week”.

Proclamation was accepted with gratitude.

5. Proclamation and Plaque Presentation to Retiring Municipal Court Judge Christopher O’Donnell. Judge O’Donnell accepted proclamation and plaque with gratitude.

6. Recognition of Michael Waters for 35 Years of Service with the Brunswick Fire Department.

Mr. Waters was presented with certificate and lapel pen; same was accepted with gratitude.

7. Recognition of Assistant Chief of Administration Angela Smith for Receiving her Master’s Degree in Organizational Leadership from Bethune-Cookman University.

Assistant Chief of Administration Smith was presented flowers; same was accepted with gratitude.

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

8.

New Alcohol Beverage License			
Name of Business	Business Owner/Manager	Business Address	Permit Type
Dixville Foods	Owner: Vaibhavi Patel Manager: Azitkumar Patel	1509 London Street	Retail sale of beer and wine.

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

No one came forth to address the commission.

Commissioner Rolle made a motion to deny the new alcohol license for Dixville Foods; seconded by Mayor Johnson. Motion passed unanimously.

APPOINTMENT(S)

9. Commission Planning and Appeals Commission ~ Three Appointments – (two board members and one alternate)

The above-referenced items were removed from the agenda.

UPDATE(S)

10. Code Enforcement. (J. Hunter)

John Hunter, Director of Planning, Development & Codes gave a brief update on Code Enforcement in the City.

Following questions/responses, the Commission thanked Director Hunter for the update.

ITEM(S) TO CONSIDER FOR APPROVAL

11. Approval of May 1, 2024 Regular Scheduled Meeting Minutes. (subject to any necessary charges.) (N. Atkinson)

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

12. Consider Approval of Community Development Block Grant (CDBG) - Fiscal Year 2024 Annual Action Plan. (D. Bravo)

Commissioner Rolle made a motion to adopt the Fiscal Year 2024 Community Development Block Grant Annual Action Plan; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

13. Consider Tentative Approval of Proposed 2024/2025 Fiscal Year Budget. (R. McDuffie)

Commissioner Atkinson-Williams moved to tentatively approve the proposed Fiscal Year 2024/2025 Budget; seconded by Commissioner Rolle. Motion passed unanimously.

CITY ATTORNEY’S ITEM(S)

14. Discussion ~ Recognition of the Visitors Club as a Local Landmark Site and Enacting a Preservation Ordinance for the Property.

John Hunter, Director of Planning, Development & Codes gave an overview of the above-referenced item.

15. Consider Approval or Denial Certiorari Bond.

The above-referenced item was removed from the agenda.

16. Consider Approval of the Issuance of a Certificate of Immediate Peril as Contemplated under O.C.G.A. 36-66-5. (d) in the Event the Certiorari Bond Referenced in Item Number 16 is Approved.

The above-referenced item was removed from the agenda.

EXECUTIVE SESSION

Mayor Pro Tem Harris made a motion to hold an executive session to discuss litigation; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

RECONVENE EXECUTIVE SESSION

Mayor Johnson reported no action was taken.

Commissioner Atkinson-Williams moved to adjourn; seconded by Commissioner Mayor Pro Tem Harris. Motion passed unanimously.

MEETING ADJOURNED – *meeting adjourned at 8:22 p.m.*

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

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

June 18, 2024 Agenda

Re: July 5, 2024

Respectfully request approval for a full day holiday on Friday, July 5, 2024.

Essential services will be maintained. All holiday pay will be administered for personnel working during the approved holiday period (if approved).



Monthly Finance Report

DATE: **May 28, 2024**

TO: Honorable Mayor and Commissioners
City of Brunswick
Brunswick, GA

FROM: Regina M. McDuffie, City Manager

SUBJECT: Financial Reports as of April 30, 2024 83.33%

**General Fund
April 30, 2024
Cash Basis**

	Monthly	Year to Date	% of Budget	Amended Budget	% (over)under Budget
Revenues	1,233,114 *	19,193,608	94.68%	20,272,968	-11.34%
Expenditures	1,608,152	15,209,263	75.02%	20,272,968	8.31%
Net Revenues & Expenditures	(375,038)	3,984,345			
Cash Balance as of 04/30/2024	11,300,783	(Prime South \$361,328 GA Fund One \$10,939,455)			

* includes \$5,706,143 property tax billing in September
\$ 5,772,128.46 actually collected as of 04/30/2024

	LOST	LOST YTD	
Apr-24	834,859	8,221,854	August 2023 included a one-time adjustment of \$124,882 from Dept of Revenue for error on their part covering 09/22 thru 08/23
Apr-23	870,276	7,686,506	
Increase (Decrease)	(35,417)	535,348	
	-4.07%	6.96%	

Capital Projects - SPLOST VI
As of April 30, 2024
(04/01/2017-09/30/2020)

	Total Expended as of 04/30/2024	Reimbursements Received		City Expended as of 04/30/2024	Original Budget Amount	Amended Budget Amount	Remainder (Overage)
Storm Drainage Improvements	4,729,951	242,814	<i>a</i>	4,487,137	3,243,750	4,551,750	64,613
Highway 17 Infrastructure	533,628	336,883	<i>b</i>	196,745	215,107	215,107	18,362
Wayfindings & Gateways	160,000	0		160,000	259,500	259,500	99,500
Cemetery Restoration/Renovation	259,500	0		259,500	259,500	259,500	0
Sidney Lanier Park Improvements	399,307	0		399,307	519,000	519,000	119,693
	14,090,902	3,960,463		10,130,439	9,124,607	10,432,607	302,168

a \$242,814 from Glynn County

b \$336,883 from GADOT Highway 17

Total Cash on Hand (month ending) \$233,720.86
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Capital Projects - SPLOST 22
As of April 30, 2024
(04/01/2023-03/01/2029)

	Tier 1 Budget	City Expended as of 04/30/2024	(Over) Under Budget - Tier 1
Mill and Pave Various Streets	7,660,000	141,701	7,518,299
Storm Drainage Improvements	10,500,000	1,514,921	8,985,079
Sidewalk Installation and/or Replacement	850,000	70,146	779,854
City Building Improvements	500,000	90,822	409,178
Trails and Boardwalks	2,500,000	7,651	2,492,349
Public Works Equipment and Infrastructure Upgrades	300,000	51,269	248,731
Public Safety Replacement of Vehicles, Equipment, etc.	550,000	289,846	260,154
Ritz Theater Renovations	350,000	0	350,000
Mary Ross Park Development Project	3,000,000	554,178	2,445,822
Recreation Facility Improvements	2,200,000	0	2,200,000
Historic Squares Improvements	250,000	29,580	220,420
Cemetery Restoration	0	7,050	(7,050)
Orange Park Improvements	250,000	331,092	(81,092)
Integrated Software	250,000	0	250,000
Technology Upgrades	100,000	0	100,000
	29,260,000	3,088,256	26,171,744

Total Cash on Hand (month ending) \$4,144,567.59	SPLOST Distributions Received	7,099,691.75
	Interest Earned	<u>147,073.86</u>
	Total Receipts since inception	<u>7,246,765.61</u>

Norwich Street Commons Fund	YTD	
	f/y/e 06/30/2024	Total since inception
Original Balance (Sale of Property 05/13/13)	0	487,500
Demolition Fees	0	8,049
Interest Income	15,867	47,049
Revenues	15,867	542,598
Expenditures	YTD	
	06/30/2024	Total since inception
Demolition Projects	0	40,012
Infrastructure	0	130,546
Police Substation	0	6,750
Expenditures	0	177,308
Net as of 04/30/2024	15,867	365,290

Cash on hand (month ending) \$ 365,290

Roosevelt Harris - Multipurpose Center	YTD	
	f/y/e 6/30/2024	Cash Basis
Total Budget:	439,347	
Revenue FYTD		
Grants	133,214	94.3%
Transfer from General Fund	199,500	72.5%
Program Income	12,641	
Contributions	5,616	
Interest Income	111	Percent of Budget
Total Inflows	\$ 351,082	79.91%
Expenditures FYTD	314,156	71.51%
Net as of 04/30/2024	\$ 36,926	
Cash on hand (month ending)	\$ 81,922	

ARPA Fund:

Initial Deposit received 06/07/2021	4,606,131	
2nd Deposit received 06/21/2022	4,606,131	
Interest Earned from inception	540,572	
Total funds received as of 04/30/2024	<u>9,752,834 *</u>	See allocations below
		0

Disbursements:

Infrastructure-Road Improvements	1,556,464
Storm Drainage Improvements	250,000
Mary Ross Park Site Improvements	121,416
Back to Business Brunswick--DDA	773,645
Back to Business Brunswick-non DDA	130,825
Covid Housing Relief	110,000
Wifi Upgrades	9,007
Revenue Recovery	1,162,000
Total funds disbursed	<u>4,113,357 **</u>

Cash Balance (month ending) \$5,646,646

Allocations (Preliminary)

		Allocations Spent
Revenue Recovery	1,162,000	1,162,000
Storm Drainage Improvements	1,750,000	505,804
Housing Programs & Development	2,500,000	
Homelessness Prevention	250,000	110,000
Business Support/Relief	904,560	904,470
Coastal Community Health Services	330,000	
Transit Support	220,000	
Facility Improvements-Howard Coffin	600,000	
Road Improvements	1,300,660	1,300,660
Mary Ross Park Infrastructure	121,416	121,416
Unallocated Funds (includes interest earned \$540,660)	614,198	9,007
Total Funds received as of 04/30/2024	<u>9,752,834 *</u>	<u>4,113,357 **</u>

Sanitation Fund:**Year Ending 06/30/2024**

	<u>Year to Date</u>
Sanitation Billing	2,253,483
Franchise Fees	62,708
Bad Debt - recovery	135
Interest Earned (Funds)	30,815
Penalties & Interest Earned	1,404
<u>Total Revenue (YTD)</u>	<u>2,348,545</u>
Operating Exp. YTD:	1,357,751
Other Landfill Expenses	15,967
<u>Total Expense (YTD)</u>	<u>1,373,718</u>
Operating Income (Loss)	<u>974,827</u>
Total Available Cash on Hand @ 04/30/2024	<u>733,909</u>
Restricted for Landfill	203,684

Waste Disposal

	<u>April 2024</u>	<u>YTD</u>
Trash Pickup	126,564	1,146,758
Illegal Refuse Clean Up	14,573	134,753
Street Sweeping	0	7,160
	<u>141,137</u>	<u>1,288,671</u>

STORMWATER UTILITY FUND:**6/30/2024 (YEAR TO DATE)**

Stormwater Utility Fees	1,264,636
DNR Grant	77,860
Interest Earned	39,627
Penalties & Interest	1,806
<u>Total Inflows</u>	<u>1,383,929</u>
Expenditures:	
Operating	817,262
GMA Lease Payments	224,585
<u>Total Outflows</u>	<u>1,041,847</u>
Balance	342,082
<u>Cash Balance @ 04/30/2024</u>	<u>\$214,109</u>



Roosevelt Lawrence Center

Fiscal Year to Date 04/30/24

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget - YTD Transactions
Fund 100 - General Fund					
EXPENSE					
51					
51-1100	Salaries & Wages	61,572.00	2,563.84	52,446.36	9,125.64
51-1200	Temporary Employees	20,000.00	.00	.00	20,000.00
51-1300	Overtime	2,500.00	5.96	1,628.25	871.75
51-2100	Group Insurance	10,372.00	864.33	8,643.30	1,728.70
51-2200	FICA	6,432.00	192.30	4,067.40	2,364.60
51-2400	Pension	6,757.00	.00	.00	6,757.00
51 - Totals		\$107,633.00	\$3,626.43	\$66,785.31	\$40,847.69
52					
52-1250	Contractual Expense	1,000.00	.00	1,856.00	(856.00)
52-1300	Technical Services	.00	.00	332.04	(332.04)
52-2100	Cleaning Services	.00	.00	.00	.00
52-2200	Repairs and Maintenance	.00	.00	.00	.00
52-2210	Repair / Maint Building	3,000.00	.00	.00	3,000.00
52-2211	Repair / Maint Equipment	3,000.00	.00	201.50	2,798.50
52-2300	Rentals	600.00	.00	.00	600.00
52-3201	Cable	2,200.00	186.34	1,800.42	399.58
52-3205	Telephone	1,500.00	.00	2,515.12	(1,015.12)
52-3500	Travel & Training	.00	.00	.00	.00
52-3600	Dues and Fees	.00	27.23	494.95	(494.95)
52 - Totals		\$11,300.00	\$213.57	\$7,200.03	\$4,099.97
53					
53-1100	General Supplies/Materials	1,000.00	.00	1,988.79	(988.79)
53-1110	Office Supplies	.00	.00	.00	.00
53-1115	Uniforms	500.00	.00	63.65	436.35
53-1135	Custodial Supplies	500.00	.00	357.71	142.29
53-1210	Water/Sewerage	2,000.00	262.89	2,176.42	(176.42)
53-1230	Electricity	15,000.00	.00	13,621.81	1,378.19
53-1300	Food/Misc	1,500.00	.00	.00	1,500.00
53-1600	Small Equipment	800.00	.00	.00	800.00
53-1700	Other Supplies	3,000.00	.00	1,583.75	1,416.25
53 - Totals		\$24,300.00	\$262.89	\$19,792.13	\$4,507.87
54					
54-2300	Furniture and Fixtures	500.00	.00	.00	500.00
54 - Totals		\$500.00	\$0.00	\$0.00	\$500.00
EXPENSE TOTALS		\$143,733.00	\$4,102.89	\$93,777.47	\$49,955.53



SUBJECT: GEORGIA ENVIRONMENTAL PROTECTION DIVISION HAZARDOUS WASTE TRUST FUND REIMBURSEMENT – FOURTH STREET LANDFILL

COMMISSION ACTION REQUESTED ON: June 5, 2024

PURPOSE:

Approval of a resolution to authorize the City Manager to execute a contract for reimbursement of expenses by the Georgia EPD Hazardous Waste Trust Fund related to the Fourth Street Landfill

HISTORY:

The Fourth Street Landfill is a municipal landfill which was owned and operated by the City of Brunswick, Glynn County, and the Glynn County Board of Education. The landfill was closed in 1988 and was listed on Georgia EPD's Hazardous Sites Inventory (HSI) in 1994. Due to the landfill's inclusion on the HSI, many of the costs for post-closure monitoring and care of the landfill are reimbursable from EPD's Hazardous Waste Trust Fund.

Based on ownership and operation agreements of the landfill, the City is responsible for 50% of the compliance costs related to the landfill. Glynn County and the Glynn County Board of Education are each responsible for 25% of the costs.

FACTS AND ISSUES:

The Hazardous Waste Trust Fund will reimburse 100% of eligible costs of a project up to \$500,000. The Fund has paid over \$500,000 of eligible costs toward the Fourth Street Landfill project, so the Fund currently reimburses 50% of eligible costs.

City staff submitted a reimbursement application to EPD in the amount of in November 2021. Following some delay in the EPD review process, the request has been approved in the amount of \$21,575.23.

As part of the reimbursement process, Georgia EPD requires a resolution to be passed by the Mayor and City Commission authorizing the City Manager to execute a contract between the City of Brunswick and Georgia EPD for reimbursement. EPD then requires the City Manager to execute the actual contract for reimbursement of funds.

BUDGET INFORMATION:

The amount of \$21,575.23 has been approved by Georgia EPD for reimbursement from the Hazardous Waste Trust Fund. These funds were originally paid from the Sanitation – Landfills account, and the reimbursed funds will returned to that account.

OPTIONS:

1. Approve Resolution 2024-05 authorizing the City Manager to execute an agreement with Georgia EPD for reimbursement of \$21,575.23 for expenses related to the Fourth Street Landfill.
 2. Do not approve Resolution 2024-05 authorizing the City Manager to execute an agreement with Georgia EPD for reimbursement of \$21,575.23 for expenses related to the Fourth Street Landfill.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Approve Resolution 2024-05 authorizing the City Manager to execute an agreement with Georgia EPD for reimbursement of \$21,575.23 for expenses related to the Fourth Street Landfill.

DEPARTMENT: Engineering

Prepared by: Garrow Alberson, P.E., City Engineer

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Approve Resolution 2024-05 authorizing the City Manager to execute an agreement with Georgia EPD for reimbursement of \$21,575.23 for expenses related to the Fourth Street Landfill

City Manager

Date

CITY OF BRUNSWICK RESOLUTION 2024-05

Authorization to Execute Agreement Governing Expenditures for State & Local Government Costs

WHEREAS, the City of Brunswick, Georgia, has submitted an application to the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) in order to receive funds from the Hazardous Waste Trust Fund; and

WHEREAS, EPD has submitted an Agreement Governing Expenditures for State & Local Government Costs to the City of Brunswick for execution;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission that the proposed Agreement is hereby approved and the City Manager is hereby authorized to execute, on behalf of the City of Brunswick, the referenced Agreement and any other related documents necessary to obtain the funding as provided therein; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to take any and all other action, without further approval or action of this Commission, which may be necessary or appropriate in order to fully consummate and carry out the intent of the Agreement.

This 5th day of June, 2024.

ATTEST:

Mayor

(seal)

FEDERAL ID #

CERTIFICATION

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the City of Brunswick on the date so stated in said Resolution.

I further certify that I am the _____ and that said Resolution has been
(title)

duly entered in the official records of the City of Brunswick and remains in full force and effect this the

5th day of June, 2024

Signature

AGREEMENT GOVERNING EXPENDITURES FOR STATE & LOCAL GOVERNMENT COSTS

This Agreement made and entered into this _____ day of _____, 20__ by and between the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD"), and the City of Brunswick, Georgia, by and through its Board, pursuant to Resolution passed _____, 20__ (hereinafter, "APPLICANT").

I.

RECITALS

WHEREAS, the Hazardous Waste Trust Fund ("HWTF") has been continued in existence by law for the fulfillment of certain environmental purposes and declared public policy for the State of Georgia (O.C.G.A. Section 12-8-90 et seq.); and

WHEREAS, the Director of EPD is authorized and directed by law to serve as Trustee of the HWTF; and

WHEREAS, the Director of EPD, in his capacity as Trustee of the HWTF, is authorized by law to expend moneys deposited in the HWTF, in accordance with rules promulgated by the Board of Natural Resources, for financing of the state and local share of the costs associated with the investigation, remediation, and postclosure care and maintenance of sites placed on the National Priority List pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or sites placed on the Hazardous Site Inventory pursuant to O.C.G.A. Section 12-8-97; and

WHEREAS, APPLICANT is a "local government" as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD Rules"), Rule number 391-3-19-.09; and

WHEREAS, APPLICANT has, in accordance with EPD Rule 391-3-19-.09(2)(f), submitted an application for financial assistance in the form of reimbursement of "eligible costs" [as described in EPD Rule 391-3-19-.09(4)(a)] heretofore expended in connection with that certain site more particularly described in the HWTF Application: Request for Reimbursement dated November 17, 2021, incorporated herein and made a part hereof (hereinafter, "the SITE"); and

WHEREAS, APPLICANT is in compliance with the Georgia Local Government Services Delivery statutes; and

WHEREAS, APPLICANT has met all financial assistance eligibility requirements as set forth in EPD Rule 391-3-19-.09(2); and

WHEREAS, EPD has completed its review of APPLICANT'S application for financial assistance as above-referenced; and,

WHEREAS, EPD is ready and willing to extend financial assistance to APPLICANT in the form of reimbursement to cover certain eligible costs, and APPLICANT is willing to accept same, upon the terms and conditions set forth in Part II below; and

WHEREAS, the parties hereto are authorized by law to enter into this agreement at this time;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration set forth below (the receipt and sufficiency of which is acknowledged by the respective parties), the parties hereby agree as follows:

II.

TERMS AND CONDITIONS

A. SCOPE OF FINANCIAL ASSISTANCE

EPD hereby agrees APPLICANT is eligible to receive reimbursement from the Hazardous Waste Trust Fund, pursuant to O.C.G.A. 12-8-95 and EPD Rule 391-3-19-.09. The maximum amount APPLICANT may receive from the HWTF for "eligible costs" expended for the SITE, pursuant to this or any other Agreement, or combination of agreements, is \$2,000,000. APPLICANT'S eligibility for future funding from the Hazardous Waste Trust Fund for the SITE shall be reduced by the amount of funds actually disbursed to APPLICANT pursuant to this Agreement.

(1) "Reimbursed Costs"

(a) EPD hereby agrees to reimburse APPLICANT for those "eligible costs" heretofore expended by APPLICANT, as set forth and described in Exhibit "B" attached hereto (and incorporated herein and made a part hereof); for a total sum of **\$21,575.23** (said total sum hereinafter being referred to as the "REIMBURSED COSTS").

(b) Payment of the REIMBURSED COSTS to APPLICANT shall be made as funds are made available.

(2) The REIMBURSED COSTS actually paid to APPLICANT shall hereinafter be referred to as "the FINANCIAL ASSISTANCE".

B. PAYMENT

The following person(s) are hereby designated as being authorized to receive payments of FINANCIAL ASSISTANCE on behalf of APPLICANT:

NAME: Kathy Mills TITLE: Finance Director
ADDRESS: City of Brunswick
601 Gloucester Street
Brunswick, GA 31520

TELEPHONE#: (912) 267-5504

The above person(s) may be substituted or changed by APPLICANT upon written notice to EPD pursuant to paragraph below.

C. TERM

Unless earlier terminated by EPD pursuant to Paragraph J below, the initial term of this Agreement shall be for two (2) years from the date of execution.

D. ACCOUNTING RECORDS/RIGHT TO INSPECT

(1) Accounting System/Records Retention Requirements

APPLICANT shall maintain an accounting system, which meets the requirements of the Government Accounting Standards Board (hereinafter "GASB"). The accounting system shall maintain books, records, documents, and other evidence, which pertain to and sufficiently support (in accordance with GASB) the FINANCIAL ASSISTANCE provided to APPLICANT pursuant to this Agreement (hereinafter collectively, the Records). Accounting procedures, policies, and the Records shall be completely open to State audit at any time during and for a period of five (5) years from the date of payment of any respective item of FINANCIAL ASSISTANCE, and APPLICANT shall preserve and make available such accounting procedures, policies and the Records during such time period. APPLICANT may, with the prior written consent of EPD, and in fulfillment of its obligation to retain the Records as required by this paragraph, substitute photographs, microphotographs or other authentic reproductions of the Records, after the expiration of two (2) years following the date of payment of the respective item of FINANCIAL ASSISTANCE to which such Records relate, unless a shorter period is authorized by EPD with the concurrence of the State Auditor or his duly authorized representative. Permission to substitute the Records as provided herein shall be within the sole discretion of EPD.

(2) Audit Requirements

The State standards for audits of contractors, and programs conducted under this Agreement are applicable to this section and are incorporated by reference as though fully set out herein.

E. RIGHT TO INSPECT WORK

EPD, the State Auditor of Georgia, or their authorized representatives shall, during normal business hours, have the right to enter into the premises of APPLICANT and/or all subcontractors, or such other places where the work for which the FINANCIAL ASSISTANCE is provided herein has been performed, for the purpose of inspecting, monitoring, or otherwise evaluating such work. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

F. DUTY TO COMMUNICATE

APPLICANT warrants that it has fully disclosed to EPD any and all information or knowledge currently within its possession or control relating to the sources of, and potentially responsible parties for the release of "regulated substances" [as those terms are defined in EPD Rule 319-3-19-.02(2)] at the SITE. APPLICANT agrees that in the event any such additional information or knowledge comes to its attention, or otherwise becomes available to it in the future, it will promptly provide same to EPD in writing.

G. RELATIONSHIP OF THE PARTIES

Neither APPLICANT nor any of its agents, servants, employees or subcontractors shall become or be deemed to become an agent, servant or employee of the State of Georgia or EPD as a result of this Agreement. Provided further, this Agreement shall not be construed so as to create a partnership or joint venture between APPLICANT and EPD or the State of Georgia.

H. TRADING WITH STATE EMPLOYEES

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. 45-10-20 et seq. in any respect.

I. INDEMNIFICATION

APPLICANT hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund and any other self-insurance fund established and/or maintained by the Georgia Department of Administrative Services on behalf of the State), EPD and its Director, their officers and employees (hereinafter collectively referred to as "Indemnities"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character, and invasion of privacy) and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission (whether intentional or negligent, through theft or otherwise) on the part of APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or due to any breach of this Agreement by APPLICANT; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or caused by any other person.

This indemnification applies whether: (i) the activities involve third parties or employees or agents of APPLICANT or Indemnites; (ii) the Indemnites are responsible for the situation giving rise to the claim; or (iii) a claim results in a monetary obligation that exceeds any contractual commitment.

This indemnification extends to the successors and assigns of APPLICANT, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of APPLICANT.

This indemnification does not apply to the extent of the willful or wanton misconduct of the Indemnites, their officers or employees. This indemnification does not apply to the extent of the sole negligence of the Indemnites, their officers or employees, concerning activities within the scope of O.C.G.A. 13-8-2 (b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance fund established and maintained by the Georgia Department of Administrative Services on behalf of the State (collectively, the "Funds"), APPLICANT agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, APPLICANT and its insurers waive any right of subrogation against the State of Georgia, the Indemnites, and the Fund and insurers participating there under, to the full extent of this indemnification.

APPLICANT shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnites. No settlement or compromise of any claim, loss or damage asserted against Indemnites shall be binding upon Indemnites unless expressly approved by the Indemnitee.

J. TERMINATION

This Agreement may terminate or may be terminated by EPD for any or all of the following reasons: for any default by APPLICANT; for the convenience of EPD; in the event of the insolvency of or declaration of bankruptcy by APPLICANT; and in the event sufficient funds no longer exist for the payment of EPD's obligations hereunder. Each of these is described in the following paragraphs.

(a) Termination for Default

The failure of APPLICANT to comply with any term, condition, or provision of this Agreement shall, at the option of EPD, constitute a default by APPLICANT. In the event of default, EPD shall notify APPLICANT in writing by hand-delivery or by certified or registered mail, return receipt requested, of the specific act or omission of APPLICANT which constitutes default. APPLICANT shall have fifteen (15) days from the date of receipt of such notification to cure such default; provided, however, if, in the sole discretion of EPD, APPLICANT'S default poses an imminent danger to the safety and health of the general public, EPD may require in the written notification that APPLICANT cure the default within a time period less than fifteen (15) days. In the event of default, and during the above specified grace period, performance under the Agreement shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) days (or within such other time period as required by EPD in the written notification of default to APPLICANT), EPD may, at its sole option, terminate the Agreement for default. Such termination shall be accomplished by written notice of termination forwarded to APPLICANT by certified or registered mail and shall be effective at the close of business on the date specified in the notice.

Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD), and shall immediately return to EPD all FINANCIAL ASSISTANCE previously paid to APPLICANT. Provided, however, if it is determined, after notice of termination for default, that APPLICANT'S failure was due to causes beyond the control of and without error or negligence of APPLICANT, the termination shall be deemed a termination for convenience under Paragraph (b) below. The remedies provided EPD herein shall be in addition to and not in lieu of any other remedies that EPD may have by reason of APPLICANT'S breach of this Agreement.

(b) Termination for Convenience

EPD may terminate this Agreement in whole or in part whenever, for any reason, EPD determines that such termination is in the best interest of the State of Georgia. In the event that EPD elects to terminate the Agreement pursuant to this provision, it shall so notify APPLICANT by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

(c) Termination for Bankruptcy or Insolvency

In the event that APPLICANT shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, EPD may at its option, terminate this Agreement. In the event EPD elects to terminate the Agreement under this provision it shall do so by sending notice of termination to APPLICANT by registered or certified mail, return receipt requested. The effective date of termination shall be deemed to be the date such notice is mailed to APPLICANT, unless otherwise specified. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD).

(d) Termination for Unavailability of Funds

Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by EPD from the Hazardous Waste Trust Fund. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the matters addressed herein, in the sole discretion EPD and of the State, then this Agreement as to all such matters or, as the case may be, as to any of the matters addressed under this Contract, shall terminate without further obligation of EPD and the State as of that moment. The certification of EPD and the State of the events stated above shall be conclusive. Should funding cease or otherwise become unavailable, this Agreement will immediately become null and void. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD)

K. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Georgia.

L. FORCE MAJEURE

The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war or public enemy.

M. NOTICES

All notices under this Agreement shall be deemed duly given: Upon delivery, if delivered by hand (against receipt); or three days after posting, if sent by Registered or Certified Mail, Return Receipt Requested; to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.

APPLICANT: Mr. Garrow Alberson, City Engineer
City of Brunswick
P. O. Box 550
Brunswick, GA 31521

EPD: Ms. Kelly Kitchens
Response and Remediation Program
2 Martin Luther King Jr., SE
Floyd Tower East, Suite 1052
Atlanta, Georgia 30334

N. WAIVER

The waiver by EPD of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

O. AUTHORITY

APPLICANT warrants that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of APPLICANT has been properly authorized and empowered to enter into this Agreement. APPLICANT further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

P. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken here from.

Q. HEADINGS

The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

R. AMENDMENTS IN WRITING

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

S. ASSIGNMENT

APPLICANT shall not assign its right to receive FINANCIAL ASSISTANCE, or any obligations required of it pursuant to this Agreement without the express written consent of EPD.

T. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

U. IMMIGRATION REFORM AND CONTROL ACT

Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits required by Ga. Comp. R & Regs. r. 300-10-1-.01 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GEORGIA DEPARTMENT OF NATURAL RESOURCES,
ENVIRONMENTAL PROTECTION DIVISION ("EPD")

By:

Richard E. Dunn, Director

City of Brunswick GEORGIA

("APPLICANT")By

Regina M. McDuffie, City Manager

ATTEST:

Title:



SUBJECT: LANIER BOULEVARD RESURFACING AND GLOUCESTER RRFB CROSSING – LMIG FUNDING

COMMISSION ACTION REQUESTED ON: June 4, 2024

PURPOSE:

Approval of a contract with J. Hiers Company, Inc. for asphalt resurfacing of various streets within the City and installation of a pedestrian crosswalk across Gloucester Street

HISTORY:

The City maintains 107 miles of paved roadways. The total consists of all types of roadways from residential and neighborhood streets to collectors and arterials such as Norwich Street, Albany Street and MLK/Altama Ave. Many of these roadways are in very poor condition as the existing asphalt pavement is failing.

FACTS AND ISSUES:

The City recently commissioned a roadway paving assessment of all city roads. The assessment was completed in March 2021. All of the roadways within the City were evaluated for asphalt condition, cracking, potholes, and structural defects. The evaluation results were combined to produce a condition for each roadway segment of excellent, good, fair, critical, or lost. Approximately 25% of the City's roadways were evaluated as Good or Excellent. The majority of roadways (68.6%) were found to be Fair, and the remainder were rated as Critical or Lost.

The staff of the Engineering and Public Works Department used the results of the pavement condition assessment to prioritize the roadways in this project for improvement. Due to the current condition and the daily traffic volume, Lanier Boulevard is included in the scope of work and planned for additional shoulder widening and resurfacing from Gloucester to Prince Street. Additional roadways planned for milling and resurfacing include portions of L Street, Tara Lane, Pine Street, Mansfield Street, Ellis Street, Lee Street, and Q Street.

Another item included in the scope of this project is the pedestrian crossing across Gloucester Street near Lanier Boulevard. This crossing was originally included in the Lanier-Gloucester Intersection Improvement project which was completed last year. However, due to GDOT permitting delays, the pedestrian crossing was not ready to be included in the intersection improvement project. The design has now been completed and the GDOT permit is pending.

The crossing will be located approximately 80 feet east of Lanier Boulevard and will include a pedestrian-activated Rapid Rectangular Flashing Beacon (RRFB).

The project has been advertised for construction bids, and one bid was received from J Hiers Company in the amount of \$974,471.89. Even though only one bid was received, it was within the engineer’s opinion of probable cost of \$1,012,000 so the bid is reasonable and within the project budget.

The staff recommends entering into a contract with J. Hiers Company for the roadway resurfacing and RRFB construction. The tentative start date of the RRFB crossing is late summer pending GDOT material approval. The resurfacing portion of the work is likely to commence later in the fall.

BUDGET INFORMATION:

The project will be funded from GDOT Local Maintenance Improvement Grant (LMIG) and American Rescue Plan Act (ARPA) funds as follows:

LMIG 2024	\$220,238
LMIG 2024 (LRA)	\$272,751
LMIG 2025	\$220,000
ARPA	\$300,000
Total	\$1,012,989

OPTIONS:

1. Authorize the Mayor to sign a contract with J. Hiers Company in the amount of \$974,471.89 for Lanier Boulevard Resurfacing and Gloucester Street RRFB Crossing.
2. Do not authorize the Mayor to sign a contract with J. Hiers Company in the amount of \$974,471.89 for Lanier Boulevard Resurfacing and Gloucester Street RRFB Crossing.
3. Take no action at this time.

DEPARTMENT RECOMMENDATION:

Authorize the Mayor to sign a contract with J. Hiers Company in the amount of \$974,471.89 for Lanier Boulevard Resurfacing and Gloucester Street RRFB Crossing.

DEPARTMENT: Engineering and Public Works

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

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign a contract with J. Hiers Company in the amount of \$974,471.89 for Lanier Boulevard Resurfacing and Gloucester Street RRFB Crossing.

City Manager

Date

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2024, by and between the City of Brunswick, Georgia, hereinafter called "OWNER" and J Hiers Company, Inc., doing business as a for-profit corporation in the State of Georgia, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the LANIER BOULEVARD RESURFACING & GLOUCESTER RRFB CROSSING and all other incidental work required by the Contract Documents for a complete project hereinafter called the "WORK". The "WORK" shall also include General and Special Conditions and the price included in the items in the CONTRACT and no separate payment will be made for same.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the preparation, demolition and completion of the WORK.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date indicated in the NOTICE TO PROCEED and will complete the project in **90 calendar days** unless the contract time is extended as provided in the General Conditions. A liquidated damage penalty will be assessed at a unit rate of \$1,000 per day for each day the work exceeds the allotted time unless a written extension request and justification for delays are submitted to the City and approved in writing by the City a minimum of (30) days prior to the contract deadline.
4. The CONTRACTOR agrees to perform all Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of Nine Hundred seventy-four thousand, four hundred seventy-one and 89/100 dollars (\$974,471.89) or as shown in the

Bid Form (00480).

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- 00100 Advertisement for Bids
- 00200 Instructions to Bidders
- 00450 Bid Bond
- 00480 Bid Form
- 00500 Agreement
- 00600 Performance Bond
- 00610 Payment Bond
- 00615 E-Verify
- 00616 Oath
- 00620 Certificate of City of Brunswick's Attorney
- 00700 General Conditions
- 01600 Special Conditions

Addenda: No. 1 , dated, May 16, 2024
 No. , dated,
 No. , dated,

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS. Partial pay estimates shall be in accordance with the Supplementary Conditions.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) counterparts each of which shall be deemed an original on the date first above written.

(Signatures on Following Page)

CITY OF BRUNSWICK:

BRUNSWICK, GEORIGIA

BY: _____

(SEAL)

NAME: Cosby Johnson

Title: Mayor

ATTEST:

Name: _____

Title: _____

CONTRACTOR:

BY: _____

NAME: _____

(SEAL)

ADDRESS: _____

ATTEST:

Name: _____

END OF SECTION

Gloucester Street RRFB Crossing

Line Item Number	DOT Ref. Number	Item Description	Plan Quantities	Unit	Unit Bid Price	Amount
1	150	Traffic Control and Construction Signage	1	Lump Sum	\$32,125.00	\$32,125.00
2	210	Grading Complete	1	Lump Sum	\$7,500.00	\$7,500.00
3	441	Concrete Sidewalk, 4 in.	22	Square Yards	\$100.00	\$2,200.00
4	441	Concrete Curb & Gutter, 8 in x 30 in, Tp. 2	30	Linear Feet	\$50.00	\$1,500.00
5	999	Detectable Warning Surface	20	Square Feet	\$80.00	\$1,600.00
6	610	Remove Sign	4	Each	\$500.00	\$2,000.00
7	611	Reset Sign	2	Each	\$500.00	\$1,000.00
8	636	Highway Signs, Tp 1 Matl, Refl Sheeting, Tp 11	44	Square Feet	\$46.00	\$2,024.00
9	636	Galv Steel Posts, Tp 7	60	Linear Feet	\$14.00	\$840.00
10	653	Thermoplastic Solid Traf Stripe, 24 in, White	44	Square Feet	\$9.90	\$435.60
11	653	Thermoplastic Solid Traf Stripe, 8 in, White	215	Linear Feet	\$3.30	\$709.50
12	639	Steel Strain Pole, Tp IV w, 65 ft Mast Arm	1	Each	\$36,800.00	\$36,800.00
13	647	RRFB Installation No. 1 - SR 25 Conn / Gloucester St.	1	Lump Sum	\$39,100.00	\$39,100.00
14	680	Luminaire Bracket Arm, 15 ft	1	Each	\$2,300.00	\$2,300.00
15	937	RRFB Detection System No. 1 - SR 25 Conn./Gloucester St	1	Lump Sum	\$4,600.00	\$4,600.00
16	999	Testing - Rectangular Rapid Beacon Assy	1	Lump Sum	\$1,725.00	\$1,725.00
17	999	Training - Rectangular Rapid Beacon Assy	1	Lump Sum	\$4,025.00	\$4,025.00

Lanier Boulevard

Line Item Number	DOT Ref. Number	Item Description	Plan Quantities	Unit	Unit Bid Price	Amount
1	150	Traffic Control and Construction Signage	1	Lump Sum	\$26,340.00	\$26,340.00
2	210	Grading Complete	1	Lump Sum	\$12,000.00	\$12,000.00
3	402	Bituminous Tack Coat	1,444	Gallon	\$6.00	\$8,664.00
4	402	Recycled Asphalt Concrete Patching incl Bituminous Material and Hydrated Lime	110	Ton	\$180.00	\$19,800.00
5	402	Recycled Asphalt Concrete 12.5 mm SuperPave, GP 1 or 2, incl Bituminous Material and Hydrated Lime	902	Ton	\$139.78	\$126,081.56
6	402	Recycled Asphalt Concrete 25mm SuperPave, GP 1 or 2, incl Bituminous Material and Hydrated Lime - Two Foot Widening, 8 Inch	2,360	Linear Foot	\$76.08	\$179,548.80
7	432	Mill Asphalt Concrete Pavement, 1.5 Inch Depth	10,939	Squard Yard	\$3.07	\$33,582.73
8	432	Mill Asphalt Concrete Pavement, Variable Depth	500	Square Yard	\$12.05	\$6,025.00
9	446	Pavement Reinforcement Fabric Strips, Type II, 18 Inch	2,360	Linear Foot	\$3.21	\$7,575.60
10	610	Remove Concrete Curb and Gutter	15	Linear Foot	\$100.00	\$1,500.00
11	653	Thermoplastic Pavement Marking Arrow, Type 2, White	2	Each	\$82.50	\$165.00
12	653	Thermoplastic Pavement Marking Word, Type 1, White	1	Each	\$165.00	\$165.00
13	653	Thermoplastic Solid Traffic Stripe, 5 Inch, White (Edge Line)	5,910	Linear Foot	\$0.88	\$5,200.80
14	653	Thermoplastic Solid Traffic Stripe, 5 Inch, Yellow (Center Line)	6,028	Linear Foot	\$0.88	\$5,304.64
15	653	Thermoplastic Solid Traffic Stripe, 8 Inch, White (Crosshatch)	352	Linear Foot	\$3.30	\$1,161.60
16	653	Thermoplastic Solid Traffic Stripe, 8 Inch, White (Pedestrian Crossing)	273	Linear Foot	\$3.30	\$900.90
17	653	Thermoplastic Solid Traffic Stripe, 8 Inch, White (Striped Island)	165	Linear Foot	\$3.30	\$544.50
18	653	Thermoplastic Solid Traffic Stripe, 8 Inch, Yellow (Striped Island)	66	Linear Foot	\$3.30	\$217.80
19	653	Thermoplastic Solid Traffic Stripe, 12 Inch, White (Striped Island)	103	Linear Foot	\$4.95	\$509.85
20	653	Thermoplastic Solid Traffic Stripe, 24 Inch, White (Stop Bar)	113	Linear Foot	\$9.90	\$1,118.70
21	653	Thermoplastic Skip Traffic Stripe, 5 Inch, White (Stiped Island)	24	Gross Linear Foot	\$0.61	\$14.64
22	653	Thermoplastic Sip Traffic Stripe, 8 Inch, Yellow (Crosshatch)	75	Gross Linear Foot	\$4.40	\$330.00
23	654	Raised Pavement Markers, Type 1, Yellow	160	Each	\$11.00	\$1,760.00

Roadway Resurfacing

Line Item Number	DOT Ref. Number	Item Description	Plan Quantities	Unit	Unit Bid Price	Amount
1	150	Mobilization	1	Lump Sum	\$13,040.00	\$13,040.00
2	210	Traffic Control	1	Lump Sum	\$14,000.00	\$14,000.00
3	402	Mill Asphalt Concrete Pavement, 1.5 Inch Depth	17,395	Square Yard	\$3.96	\$68,884.20
#REF!	402	Recycled Asphalt Concrete 9.5 mm SuperPave, GP 1 or 2, incl Bituminous Material and Hydrated Lime	1,424	Ton	\$139.78	\$199,046.72
13	653	Thermoplastic Solid Traffic Stripe, 5 Inch, White (Edge Line)	6,200	Linear Foot	\$0.88	\$5,456.00
14	653	Thermoplastic Solid Traffic Stripe, 5 Inch, Yellow (Center Line)	5,430	Linear Foot	\$0.88	\$4,778.40
20	653	Thermoplastic Solid Traffic Stripe, 24 Inch, White (Stop Bar)	170	Linear Foot	\$9.90	\$1,683.00
Contractor shall be responsible for supply and installation of manhole rings, water valve risers and other utility adjustments as needed.						

Project Total Cost

Item Number	Item Description	Bid Price
1	SR 25 Conn / Gloucester RRFB Crossing	\$140,484.10
2	Lanier Boulevard Widening / Resurfacing	\$438,511.12
3	Roadway Resurfacing	\$306,888.32
	Subtotal	\$885,883.54
	Contingency - 10%	\$88,588.35
	Project Total	\$974,471.89

MEMORANDUM OF UNDERSTANDING

Youth Education and Development Services

HOUSING AUTHORITY, CITY OF BRUNSWICK, GEORGIA

And

CITY OF BRUNSWICK, RECREATION AND PARKS

This Memorandum of Understanding (MOU) is entered into by and between Housing Authority, City of Brunswick, Georgia (BHA) and City of Brunswick Recreation and Parks Department (Vendor), a State of Georgia municipal government department.

WHEREAS the BHA desires to provide services to residents of BHA.

NOW THEREFORE, BE IT RESOLVED, that the BHA and the Vendor, under the conditions hereinafter set forth shall execute the following Memorandum of Understanding.

SECTION I – TERM

This Memorandum of Understanding is in effect from the 3rdst day of June, 2024 through the 26th day of July, 2024. BHA may terminate this MOU at any time if Vendor is not abiding by the terms of this MOU.

SECTION II – COST

BHA shall pay to Vendor \$55.00 per Brunswick Public Housing resident between the ages of Four (4) Through Twelve (12) years old who participates in the Howard Coffin- Summer Camp per week with a maximum of Fifty (25) residents per week for a maximum payment of \$1,250 per week for Eight (8) weeks from June 3, 2024 through July 26, 2024 for a maximum potential payment of \$10,000

BHA shall pay to Vendor \$50.00 per Brunswick Public Housing resident between the ages of Four (4) Through Twelve (12) years old who participates in the Roosevelt Lawrence- Summer Camp per week with a maximum of Fifty (25) residents per week for a maximum payment of \$1,375 per week for Eight (8) weeks from June 3, 2024 through July 26, 2024 for a maximum potential payment of \$11,000

BHA shall pay to Vendor \$25.00 per Brunswick Public Housing resident between the ages of Four (4) Through Twelve (12) years old who participates in the Afterschool Program per week with a maximum of Fifty (50) residents per week for a maximum payment of \$1,250 per week for Eight (36) weeks from August 7, 2024 through May 24, 2025 for a maximum potential payment of \$45,000

BHA shall pay to Vendor \$20.00 per Brunswick Public Housing resident between the ages of Five (5) through Fourteen (14) years old who participates in the athletic program of Four (4) sports with a maximum of Fifty (50) residents per 3 sports for a maximum payment of \$3,000 and 1 sport for a maximum of Twenty-Five (25) residents for \$500 for a maximum potential payment of \$3,500.

BHA shall pay to Vendor a maximum potential total payment of \$69,500 for services mentioned above for over 200 BHA youth residents.

SECTION III – PAYMENT SUBMISSIONS

Payment submissions are due on Mondays. For Summer and Afterschool programs, submissions must include a roster of BHA resident participants that attended the program that week and an activity report that includes the week's fieldtrips and enrichment activities. For Athletics, submissions must include only a sport roster of BHA residents. Rosters will be verified by BHA and only verified Public Housing and Section 8 residents will qualify for payment. BHA will provide payment after verification of submitted reports.

SECTION IV – HOUSING AUTHORITY RESPONSIBILITIES

The BHA agrees to:

- Assist in recruiting Public Housing resident youths to participate in Vendor's program.
- Provide oversight, advice and guidance to ensure that Vendor's program is benefitting the Public Housing residents.

SECTION V – City of Brunswick Recreation and Recreation

RESPONSIBILITIES AND SERVICES PROVIDED

The Vendor agrees to:

- Provide services Monday through Friday from 8:00 a.m. to 5:00 p.m. Monday through Friday for during the summer when Glynn County schools are out of session.
- Provide services Monday through Friday from 3p.m to 6p.m. Monday through Friday for during the academic year of Glynn County Schools are in session.
- Provide competitive athletic teams and leagues
- Maintain a staff to participant ratio of no greater than one staff for every twenty participants.
- Provide each participant with two nutritious meals and one snack per day.
- Services to include STEAM, physical & recreation activities and field trips.
- Provide a clean and safe environment for each participant.
- Provide qualified training to all employees (both volunteer and paid).
- Maintain all records and provide required documentation to the BHA.
- Follow all applicable federal, state and local laws and regulations including all regulations of the U.S. Department of Housing and Urban Development.
- Conduct background check and drug screening on all of Vendor employees and volunteers.
- All staff and volunteers are to be current on their certification for first aid and CPR.

SECTION VI – OBSERVATION CLAUSE

A BHA Resident Services representative may come without notice to observe the camp's operations and/or fieldtrips to ensure that the Vendor is fulfilling its obligations to this agreement

SECTION VII – INSURANCE

Vendor shall maintain a commercial general liability policy of not less than One Million Dollars (\$1,000,000 US) covering the services provided herein. Vendor shall supply BHA with a copy of the written certificate of liability coverage prior to the term.

SECTION VIII – INDEMNIFICATION

The BHA and the Vendor agree that in conducting their duties under this MOU, the Vendor's staff (both volunteer and paid) shall be independent contractors insofar as their relationships with the BHA is concerned and otherwise are employees of the Vendor only, and the BHA shall not be responsible for damage or injury to any third persons which may be caused by acts or failure to act of any Vendor staff, nor shall the BHA be responsible for any worker's compensation benefits or damages incurred by or resulting to any Vendor staff, while performing any duties under this MOU.

SECTION IX – MODIFICATIONS AND AMENDMENTS

This MOU shall represent the entire and sole agreement between the parties and may not be modified or amended except by written agreement signed by the authorizing agents of BHA and the Vendor.

SECTION X – TERMINATION

This MOU can be cancelled by either participating agency by sending a written letter of termination with a thirty (30) day notification period signed by the authorizing agent. BHA may terminate this MOU at any time without notice to Vendor if not abiding by the terms of this MOU.

SECTION XI – AUTHORIZING AGENTS

The authorizing agent for BHA shall be the Director of Residence Services, and the authorizing agent for the Vendor shall be Recreation and Parks Director

SECTION XII – NOTICES

Any legal notices required to be given under this MOU shall be sent via first class U.S. mail or electronic mail as follows:

If to BHA:
Brunswick Housing Authority
Attn: Christopher Baisden, Executive Director
1126 Albany Street
Brunswick, GA 31520
Email Address: cbaisden@brunswickpha.org

If to Vendor:
City of Brunswick
Attn: Regina McDuffie, City Manager
601 Gloucester Street
Brunswick, GA 31520
Email Address: rmcduffie@cityofbrunswick-ga.gov

As evidence of their mutual understanding of an agreement containing the terms above, the parties have signed this Memorandum of Understanding as of the date written below by their respective duly authorized representatives.

**HOUSING AUTHORITY, CITY OF
BRUNSWICK, GEORGIA**

Date: _____

Witness: _____

By: _____

Name: _____

Title: _____

**CITY OF BRUNSWICK
BRUNSWICK, GEORGIA**

Date: _____

Witness: _____

By: _____

Name: _____

Title: _____



SUBJECT: Planning and Appeals Commission Ordinance Revisions

COMMISSION ACTION REQUESTED ON: June 5, 2024

PURPOSE: Review recommendations for changes to the ordinance governing the Planning and Appeals Commission

FACTS AND ISSUES: During the work to revise the Zoning Ordinance, the members of the PAC determined that there were inconsistencies between By-laws and Procedures adopted by the PAC in 2018, and the Ordinance that governed the formation and powers of the PAC.

In the Summer of 2023, a sub-committee was formed to revise the By-Laws and Procedures of the PAC. From those By-Laws and Procedures revisions, a number of recommended revisions to the PAC Ordinance were developed.

Most of the revisions are technical, and make the PAC terms of appointment consistent with other City Boards; changes “Chairman” to “Chairperson”, etc.

Staff has met with City Commissioners to get feedback and has incorporated these changes into the ordinance. The two primary changes are to the eligibility requirements for PAC members. Commissions requested that 1) PAC members be limited to serving on a total of 2 City Appointed Boards, and; 2) Eligibility be extended to City residents or Glynn County residents with business interests within the City.

Attached is a redline version of the proposed changes, and a clean version of the proposed revised ordinance. The PAC membership requests the review of these changes and approval.

OPTIONS:

- Review proposed changes and recommend moving forward with revisions to the Ordinance.
- Review proposed changes and not moving forward with revisions to the Ordinance.

DEPARTMENT: **Planning, Development & Codes (PDC)**

Prepared by: John Hunter, Director Presented by: John Hunter

ADMINISTRATIVE COMMENTS/ RECOMMENDATION:

City Manager

Date

DIVISION 3. PLANNING AND APPEALS COMMISSION

Sec. 2-327. Establishment and continuation.

The Brunswick Planning and Appeals Commission (PAC), shall be formed for the purpose of advising the governing body and making recommendations to the mayor and city council as well as hearing requests for variances with strict adherence to specific factors outlined in ~~article V of this Code section 2-331 and section 2-332.~~ The planning and appeals commission shall consist of five members and two alternates, who shall be residents of the City of Brunswick.

(Ord. No. 1055, § 1, 3-21-2018)

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Sec. 2-328. Appointments, terms of office and vacancies.

The planning and appeals commission shall be appointed and composed in the following manner:

- (1) Members, ~~including the chairperson,~~ including the chairperson shall be appointed by the city commission to serve three-year terms, beginning on ~~December~~ July 1 of the ~~fiscal~~ calendar year or as otherwise appointed. Members may serve for a maximum of two consecutive three-year terms. No member shall be reappointed to the commission for a one-year period following the completion of the two consecutive term limits.
- (2) The initial members of the commission shall be appointed for staggered terms as follows: One member shall serve an initial one-year term; Two members shall serve an initial term of two years; and the remaining two members shall serve an initial term of three years. The initial one- and two-year terms shall not count against the term limit set forth in paragraph (1) above. When a position becomes vacant ~~before the end of a term,~~ the city commission shall appoint a new member ~~if an alternate does not accept this vacancy.~~ A member of the commission may be appointed to successive terms and shall continue to serve if their time expires until a successor is appointed.

(Ord. No. 1055, § 1, 3-21-2018)

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Sec. 2-329. Removal.

A member may be removed from the commission by a majority vote of the city commission for cause, for absenteeism at three successive called or regular meetings or absenteeism at six such meetings in a calendar year, or for other reasons the city commission may deem appropriate. Absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference pursuant to this subsection more than twice in one calendar year.

(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-330. Qualifications of members.

In addition to being residents of the city or residents of Glynn County who have a business interest within the city, the city commission in its appointment of members to the commission shall be bound by the following:

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- (1) Members of the commission shall have experience or knowledge in the fields of planning, land development, historic preservation, architectural design, landscape architecture, building construction, real estate or a similar profession;
- (2) The chairperson shall be a community leader who has demonstrated the ability to conduct meetings, organize debate and to act in the public interest of the city as a whole;
- (3) Within one year of initial appointment to the commission, the new member shall attend the community planning institute or comparable training as determined by the director of planning, development and codes;

(4) Members of the PAC shall be limited to participating in city commission appointed boards or commissions to a total of two (2).

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(5) Members of the PAC who are Glynn County residents with business interests within the city shall be limited to a total of two (2).

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The city commission shall make the sole determination as to the qualifications of any person in meeting the requirements for membership on the commission.

(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-331. Officers.

~~The PAC shall elect a chairperson and vice chairperson from among its member who shall serve for one year or until re-elected or until his or her successor is elected. The chairman, chairperson, as confirmed appointed by the city commission, shall preside over meetings when present. The commission shall elect a vice chairperson from among its members, who shall serve for one year or until re-elected or until his or her successor is elected. The chairperson, as appointed by the city commission, shall preside over meetings when present. The PAC shall elect a vice chairperson from among its members as outlined in the By-Laws and Rules of Procedure. The vice chairperson shall preside at meetings in the absence of the chairperson and vice chairman chairperson. Nominations and elections shall be administered in accordance with the By laws and Rules of Procedure as adopted or amended by the PAC, three members, and two alternates.~~

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(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-332. Bylaws and rules of procedure.

The ~~PAC commission~~ may ~~shall~~ adopt such by-laws, rules or procedures as appropriate and not in conflict with this Code, the Zoning Procedures Act, or policies adopted by the city commission.

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(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-333. Meetings.

The ~~commission~~ PAC shall meet each month in accordance with the schedule of meeting dates and times approved by the city commission so adopted. Other meetings of the ~~commission~~ PAC shall be held at the call of the ~~Director~~ director any member if there is business to be brought before it, ~~with a two-third vote by member~~ or at such other times as the commission may determine. All meetings of the commission shall be open to the public.

(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-334. Quorum.

A total of three commission members present shall constitute a quorum. A majority vote of the quorum shall be necessary to approve any decision or recommendation.

(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-335. Voting.

All commission members attending a meeting shall vote on each matter placed before it. A member may abstain from voting only in the instance of a conflict of interest, the nature of which must be stated for the record.

(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-336. Secretary and record of proceedings.

The director of planning, development and codes or his or her designee shall serve as secretary to the commission. The secretary shall cause summary minutes of its proceedings to be kept, showing the vote of each member on each question, or if absent or failing to vote, **indicating** such fact, and shall cause records of its examinations and other official actions to be kept in the form of tape recordings if possible, all of which shall be of public record.

(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-337. Dissemination and posting of actions.

The results of each commission meeting as to the actions and recommendations shall be forwarded by the director of planning, development and codes, or his or her designee to the City of Brunswick ~~Board of Commissioners~~, **Clerk**.

(Ord. No. 1055, § 1, 3-21-2018)

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Sec. 2-338. Powers and duties.

The commission shall have without limitation the following powers and duties:

- (1) *Recommendations on comprehensive plan.* Review the provisions of the city's Comprehensive Plan from time to time, and to make such recommendations to the governing body as it deems appropriate concerning its adoption or amendment.
- (2) *Recommendations on annexation, rezoning and special use applications.* Conduct a public hearing on each application for annexation, rezoning or special use approval, review the application in accordance with the standards and procedures set forth in this Code and the Zoning Procedures Law (O.C.G.A. 36-66-1 et seq.), and make such recommendations to the governing body as it deems appropriate on each application.
- (3) *Recommendations on text amendments.* Conduct a public hearing on proposals to amend any portion of chapter 23 of this Code and the Zoning Procedures Law (O.C.G.A. 36-66-1 et seq.). The board may review any such proposed text review and make such recommendation to the governing body on such text amendments as it deems appropriate. The commission shall also consider text amendments to any other articles of this Code, if assigned such role or responsibility by the governing body.

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- (4) *Initiation of rezoning applications and text amendments.* Initiate on its own motion a zoning change or an amendment to the text of any article of this Code when, in its determination, such changes are appropriate for consideration. Any initiation by the commission must go through the normal public notification and application requirements according to the provisions of this Code.
 - (5) *Decisions on variances.* Conduct a public hearing and make a final decision in accordance with the procedures and provisions of this Code on each application for a zoning variance or flood protection variance.
 - (6) *Decisions on administrative appeals.* Conduct a public hearing and make a final decision in accordance with the procedures and provisions of this Code on each appeal of an administrative decision pursuant to this Code or an interpretation of the provisions of this Code by an administrative officer. In exercising these powers regarding an appeal of an administrative decision, the board may reverse or affirm, wholly or partly, or may modify the order, requirements, decisions or determinations of the administrative official, and to that end shall have the power to direct issuance of a permit.
 - (7) *Other powers.* The commission shall also have such other powers, duties or responsibilities assigned to it by the governing body, explicitly assigned by this Code, or reasonably implied by this Code.

(Ord. No. 1055, § 1, 3-21-2018)

Secs. 2-339—2-345. Reserved.

Recommended Revision by Dave Bowers and Deloris Harrison Commissioners of PAC
June 15, 2023

Second Recommended Revision by Dave Bowers and Deloris Harrison Commissioners of PAC
July 12, 2023

DIVISION 3. PLANNING AND APPEALS COMMISSION

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- (2) The initial members of the commission shall be appointed for staggered terms as follows: One member shall serve an initial one-year term; Two members shall serve an initial term of two years; and the remaining two members shall serve an initial term of three years. The initial one- and two-year terms shall not count against the term limit set forth in paragraph (1) above. When a position becomes vacant before the end of a term, the city commission shall appoint a new member if an alternate does not accept this vacancy. A member of the commission may be appointed to successive terms and shall continue to serve if their time expires until a successor is appointed.

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A member may be removed from the commission by a majority vote of the city commission for cause, for absenteeism at three successive called or regular meetings or absenteeism at six such meetings in a calendar year, or for other reasons the city commission may deem appropriate. Absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference pursuant to this subsection more than twice in one calendar year.

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 - (2) The chairperson shall be a community leader who has demonstrated the ability to conduct meetings, organize debate and to act in the public interest of the city as a whole;
 - (3) Within one year of initial appointment to the commission, the new member shall attend the community planning institute or comparable training as determined by the director of planning, development and codes;
 - (4) Members of the PAC shall be limited to participating in city commission appointed boards or commissions to a total of two (2);
 - (5) Members of the PAC who are Glynn County residents with business interests within the city shall be limited to a total of two (2).

The city commission shall make the sole determination as to the qualifications of any person in meeting the requirements for membership on the commission.

(Ord. No. 1055, § 1, 3-21-2018)

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The PAC shall meet each month in accordance with the schedule of meeting dates and times so adopted. Other meetings of the PAC shall be held at the call of the Director if there is business to be brought before it, or at such other times as the commission may determine. All meetings of the commission shall be open to the public.

(Ord. No. 1055, § 1, 3-21-2018)

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(Ord. No. 1055, § 1, 3-21-2018)

Sec. 2-336. Secretary and record of proceedings.

The director of planning, development and codes or his or her designee shall serve as secretary to the commission. The secretary shall cause summary minutes of its proceedings to be kept, showing the vote of each member on each question, or if absent or failing to vote, indicating such fact, and shall cause records of its examinations and other official actions to be kept in the form of tape recordings if possible, all of which shall be of public record.

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- (3) *Recommendations on text amendments.* Conduct a public hearing on proposals to amend any portion of chapter 23 of this Code and the Zoning Procedures Law (O.C.G.A. 36-66-1 et seq.). The board may review any such proposed text review and make such recommendation to the governing body on such text amendments as it deems appropriate. The commission shall also consider text amendments to any other articles of this Code, if assigned such role or responsibility by the governing body.
- (4) *Initiation of rezoning applications and text amendments.* Initiate on its own motion a zoning change or an amendment to the text of any article of this Code when, in its determination, such changes are appropriate for consideration. Any initiation by the commission must go through the normal public notification and application requirements according to the provisions of this Code.
- (5) *Decisions on variances.* Conduct a public hearing and make a final decision in accordance with the procedures and provisions of this Code on each application for a zoning variance or flood protection variance.

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- (6) *Decisions on administrative appeals.* Conduct a public hearing and make a final decision in accordance with the procedures and provisions of this Code on each appeal of an administrative decision pursuant to this Code or an interpretation of the provisions of this Code by an administrative officer. In exercising these powers regarding an appeal of an administrative decision, the board may reverse or affirm, wholly or partly, or may modify the order, requirements, decisions or determinations of the administrative official, and to that end shall have the power to direct issuance of a permit.
 - (7) *Other powers.* The commission shall also have such other powers, duties or responsibilities assigned to it by the governing body, explicitly assigned by this Code, or reasonably implied by this Code.

(Ord. No. 1055, § 1, 3-21-2018)

Secs. 2-339—2-345. Reserved.



Georgia Department of Transportation Local Open Roads Policy

GEORGIA OPEN ROADS POLICY: QUICK CLEARANCE FOR SAFETY AND MOBILITY ENDORSEMENT RESOLUTION

AGENCY NAME

WHEREAS, the *Georgia Open Roads Policy*, signed in 2011 by the Georgia Department of Public Safety (DPS), the Georgia Department of Transportation (GDOT), and the Governor of Georgia is the policy that suggests a new benchmark and standard for traffic incident response on Georgia roadways; and

WHEREAS, the *Georgia Open Roads Policy* states, in pertinent part, that public safety remains the highest priority during a traffic incident and that public safety agencies and traffic incident responders shall re-open the roadway as soon as possible on an urgent basis; and

WHEREAS, GDOT and the Traffic Incident Management Enhancement (TIME) Task Force recently developed the *2011 Georgia Traffic Incident Management Guidelines* as the recommended state-of- practice for traffic incident response, management, and clearance for Georgia roadways, and that these Guidelines complement the *Georgia Open Roads Policy*.

NOW, THEREFORE, BE IT RESOLVED, that _____ agrees that clearing the travel portion of a roadway is a high priority and that roadways will not be closed or restricted any longer than is absolutely necessary; and

BE IT FURTHER RESOLVED that _____ will promote and advocate, where appropriate, the Quick Clearance principles and practices recommended by the *2011 Georgia Traffic Incident Management Guidelines*, before, during, and after a traffic incident; and

BE IT FURTHER RESOLVED that _____ is committed to participating in continuous collaboration with other state and local agencies concerning intra- and inter-disciplinary matters relevant to traffic incident management and quick clearance, including but not limited to training, research, evaluation, and education; and

BE IT FURTHER RESOLVED that _____ hereby endorses and now becomes an Official Party to the *Georgia Open Roads Policy*.

COMPANY NAME: _____

Address: _____

Signature

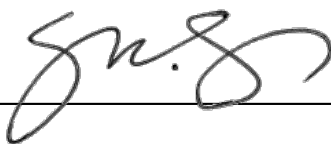
Printed Name: _____

Title: _____

Email: _____

Date: _____

TIME TASK FORCE





STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

Municipality: The City of Brunswick, Georgia

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in

the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

- (a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and
 - (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.
- (b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:
- (1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or
 - (2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.
- (c) The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:
- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and
 - (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and
 - (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary

to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

- (a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.
- (b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.
- (c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights,

privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this

Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision. Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Signatures on the next page.

Agreed:

Cosby H. Johnson, Mayor

Print Name

County/Municipality: City of Brunswick, Georgia

Date: _____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, are the “Authorized Representatives” for the City of Brunswick, Georgia, and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named municipality:

<u>Kevin Jones</u>	<u>Chief of the Brunswick Police Department</u>
Print Name	Job Title/Position

Signature of Above Individual

<u>Timothy White</u>	<u>Chief of the Brunswick Fire Department</u>
Print Name	Job Title/Position

Signature of Above Individual

<u>Regina McDuffie</u>	<u>City Manager</u>
Print Name	Job Title/Position

Signature of Above Individual

<u>Alec Eaton</u>	<u>Emergency Management Director, Glynn County</u>
Print Name	Job Title/Position

Signature of Above Individual

Cosby H. Johnson, Mayor City of Brunswick, Georgia

Date: _____

APPENDIX B
DESIGNATED FISCAL OFFICERS

The below named individuals are the “designated fiscal officers” for the City of Brunswick, Georgia for the purpose of reimbursement sought for mutual aid:

<u>Regina McDuffie</u>	<u>City Manager</u>
Print Name	Job Title/Position

Signature of Above Individual

<u>Regina McDuffie</u>	<u>Interim City of Brunswick Finance Director</u>
Print Name	Job Title/Position

Signature of Above Individual

Cosby H. Johnson, Mayor City of Brunswick, Georgia

Date: _____