



**Brunswick-Glynn County Joint Water and Sewer Commission**  
**1703 Gloucester Street, Brunswick GA 31520**  
**Thursday, January 19, 2017 at 2:30 pm**  
**Commission Chambers**

## **COMMISSION MEETING AGENDA**

### **Amended**

**Call to Order**

**Invocation**

**Pledge**

#### **PUBLIC COMMENT PERIOD**

*Public Comments will be limited to 3 minutes per speaker. Comments are to be limited to relevant information regarding your position and should avoid being repetitious. Individuals should sign in stating your name, address and the subject matter on which you wish to speak. Your cooperation in this process will be greatly appreciated.*

**COMMISSIONERS' SWEARING-IN CEREMONY – The Honorable Debra Godwin Duncan  
Michael Browning**

#### **PRESENTATION**

**Brunswick-Glynn County Economic Development Authority – Mel Baxter, President**

#### **COMMITTEE UPDATES**

*None at this time. Committees to be approved.*

#### **APPROVAL**

- 1. Minutes from January 5, 2017 Regular (subject to any necessary changes)**
- 2. Minutes from January 5, 2017 Executive Session (subject to any necessary changes)**
- 3. Banking Resolution – F. Wilson**
- 4. Operational Agreement Amendment – C. Dorminy**
- 5. Academy Creek Biosolids Building Roof – M. Hopkins**
- 6. Debt. Acquisition Compliance With Policy-Sewer ByPass Pump Capital Lease – P. Crosby**
- 7. Adoption of Shared Vision With Brunswick-Glynn County Economic Development Authority – J. Junkin**

#### **DISCUSSION**

- 1. Finance Report – J. Donaghy**

#### **EXECUTIVE DIRECTOR'S UPDATE**

#### **CHAIRMAN'S UPDATE**

#### **EXECUTIVE SESSION**

Property

**Meeting Adjourned**



**Brunswick-Glynn County Joint Water and Sewer Commission**  
**1703 Gloucester Street, Brunswick, GA 31520**  
**Thursday, January 19, 2017 at 2:30 PM**

**COMMISSION MINUTES**

**PRESENT:**

- Donald M. Elliott, Chairman**
- Clifford Adams, Commissioner**
- Michael Browning, County Commissioner**
- Cornell L. Harvey, City Commissioner**
- Robert Bowen, Commissioner**
- Steve Copeland, Commissioner**
- Dave H. Ford, Commissioner**

**ALSO PRESENT:**

- Jimmy Junkin, Executive Director**
- Charlie Dorminy, Legal Counsel HBS**
- Thomas A. Boland, Sr., Deputy Director**
- John D. Donaghy, Director of Administration & Finance**
- Todd Kline, Senior Engineer**
- Pam Crosby, Director of Purchasing**

Chairman Elliott called the meeting to order at 2:30 PM. Commissioner Elliott provided the invocation and led the pledge.

**COMMISSIONER'S SWEARING-IN CEREMONY**

Probate Judge Debra Godwin Duncan  
Michael Browning

Judge Debra Godwin Duncan read the oath to incoming Commissioner Browning, swearing him into his new position as BGJWSC Commissioner, and prompted him to sign all 3 original copies of the formal oath of which she also signed. Judge Debra Godwin Duncan then congratulated him and departed from the Commission Meeting.

**PUBLIC COMMENT PERIOD**

Chairman Elliott opened the public comment period. There being no citizens for public comment, Chairman Elliott closed the public comment period.

**PRESENTATION**

Mel Baxter of the Brunswick-Glynn County Economic Development Authority gave a presentation regarding the Shared Vision Statement for Brunswick, Glynn County, and the Golden Isles. This Vision is intended to be a cooperation between various partners/stakeholders in working together to make Brunswick and the Golden Isles an exceptional place in Georgia to live, work, and visit by strengthening our communities and enhancing the quality of life. His purpose in presenting to the BGJWSC was to request that the Commission consider adopting this Shared Vision and joining the other local entities and agencies who have currently partnered with the Economic Development Authority in this mission. BGJWSC by joining as a partner would become active in the strategic planning, meetings, decisions, agenda and the mission the current participants are striving for to enhance our Economic Community.

## COMMITTEE UPDATES

*None at this time. Committees to be approved.*

Chairman Elliott briefly mentioned the meeting scheduled for Friday, January 20, 2017 at 12:00 noon to discuss the Commission's committees.

### APPROVAL

**1. Minutes from the January 5, 2017 Regular Meeting**

Commissioner Harvey made a motion seconded by Commissioner Adams to approve the minutes from January 5, 2017 Regular Meeting. Motion carried 7-0-0.

**2. Minutes from the January 5, 2017 Executive Meeting**

Commissioner Harvey made a motion seconded by Commissioner Adams to approve the minutes from January 5, 2017 Executive Meeting. Motion carried 7-0-0.

**3. Banking Resolution – F. Wilson**

Frances Wilson presented to the Commissioners Section 10.A of the JWSC Financial Policy and shared the fact that two (2) signatures are required on any check issued for \$25,000.00 or more, and explained that in the absence of either the Executive Director or the Director of Finance, it would be necessary to have either the Chairman or Vice-Chairman of the BGJWSC's Governing Body sign checks. She presented her recommendation that the Chairman and Vice-chairman of the JWSC be added as authorized signatories on the bank accounts of the JWSC and along with the Executive Director and Director of Finance be authorized to execute the necessary banking resolutions and signature cards with BB&T Bank.

Commissioner Harvey made a motion seconded by Commissioner Copeland to approve the addition of the Chairman and the Vice-Chairman of the JWSC as authorized signatories on the bank accounts of the JWSC and that the Chairman, Vice-Chairman, Executive Director and Director of Finance be authorized to execute the necessary banking resolutions and signature cards with BB&T Bank. Motion approved 7-0-0.

**4. Operational Agreement Amendment – C. Dorminy**

Charlie Dorminy, legal counsel for JWSC, presented the Fifth Addendum to the Operational Agreement by and among the City of Brunswick and Glynn County and Brunswick-Glynn County Water and Sewer Commission. He explained that this Addendum is necessary due to the passing of SPLOST 2016 which would include direct disbursements to the JWSC for improvements to the sewer systems in the City of Brunswick and Glynn County. Without this Addendum, the County would still be responsible for bidding the projects and managing the projects included in this SPLOST. This Addendum would enable the JWSC to act more quickly in making improvements that are necessary for the SPLOST. The specifics of the authority of JWSC to use these funds would be laid out in the Intergovernmental Agreement which will be adopted at the next meetings with these Governments. Mr. Dorminy has been working with the City and County Attorneys in the preparation and details of this Addendum. Specific changes made by this Addendum were noted as being in Section 20.c of the current Operational Agreement.

Commissioner Adams made a motion seconded by Commissioner Bowen to adopt the Fifth Addendum to the Operational Agreement by and among the City of Brunswick and Glynn County and Brunswick-Glynn County Joint Water and Sewer Commission. Motion approved 7-0-0.

**5. Academy Creek Biosolids Building Roof – M. Hopkins**

Mark Hopkins presented to the Commission a brief discussion concerning the necessity to make repairs to the roof over the Academy Creek Biosolids Building. This repair consists of a re-roof over the building whereas there will be a metal covering versus the originally discussed polyurethane foam that was previously presented to the Commission as a Discussion item. The metal covering will be more cost-effective than the polyurethane foam. The quote from Edward Dasch & Sons and package was presented



to the Commissioners for their review. Estimated start is expected within the next month with completion of a few weeks.

Commissioner Harvey made a motion seconded by Commissioner Adams to accept the proposal from Edward Dasch & Sons to perform roof repairs at the Academy Creek Biosolids Building. ED&S has presented all the necessary documents and can begin work within the next month. Motion approved 7-0-0.

**6. Debt Acquisition Compliance With Policy-Sewer ByPass Pump Capital Lease** – P. Crosby Pam Crosby presented background information to the Commission regarding a previous Commission approval on August 18, 2016 authorizing the purchase of ten (10) permanent bypass pumps for six (6) Mainland and four (4) SSI lift stations at an estimated cost of 1.25M from cash reserves. Further explained was the Commission on September 22, 2016 approved and awarded a contract to Davenport & Company for Financial Advisory Services. All of the firms who had been interviewed as a part of the selection process for this contract had stressed the importance of JWSC's available cash balances to the strength of overall credit ratings.

After additional discussion with the Finance Committee, Davenport & Company, and JWSC staff, the decision with regard to payment for the bypass pumps was made to pursue finance options versus a direct purchase from cash reserves. This will continue to maintain JWSC favorable ratings and keep options open for future larger borrowings that may be required. Ten (10) proposals were received for incurring debt to finance the ten (10) bypass pumps, with the most favorable capital lease coming from Key Government Finance with a seven (7) year term and 2.32% interest rate.

Ms. Crosby further presented Section 3 of the JWSC Financial Policy adopted on September 19, 2007 regarding the issuance of debt by the JWSC. Section 3 of this Policy provides that a debt management strategy is required when debt is incurred, details the conditions for using debt, and also requires the sound financing of debt. Included in the presentation was the Key Finance Proposal dated 1/17/2017.

Commissioner Harvey made a motion seconded by Commissioner Bowen to move that the JWSC affirmatively determine that a capital lease acquisition for (10) ten permanent bypass pumps are in accordance with adopted JWSC Financial Policy and that the conditions for using debt and the sound financing of that debt have been satisfied; And that the Chairman and Executive Director be authorized to execute the documents necessary, subject to the review by legal counsel. Motion approved 7-0-0.

**7. Adoption of Shared Vision Statement** – Mel Baxter, Brunswick-Glynn County Economic Development Authority. After the presentation given by Mel Baxter regarding the mission and strategic planning purposes of the Shared Vision Statement it was unanimously agreed upon by the full Commission that BGJWSC should become a partner along with the other local entities and agencies who have joined in the Shared Vision to strengthen our local community and enhance the quality of life.

Commissioner Harvey made a motion seconded by Commissioner Browning to move that the JWSC should become a partner in the Adoption of the Shared Vision Statement for Brunswick, Glynn County and the Golden Isles, and that this Adoption should be added as Item #7 under the Approval section of the meeting agenda. Motion approved 7-0-0.

## **DISCUSSION**

### **1. Finance Report – J. Donaghy**

John Donaghy presented the Financial statements for the December Month End. The balance sheet showing period ending June 30, 2016 and period ending December 31, 2016 was reviewed. Under Restricted Cash Accounts, it was noted that the JWSC Reserves went from approximately \$16.3M down to approximately \$12.9M due to an increase in the Construction in Progress and those reserves went down in order to complete infrastructure items. Under the Long Term Debt a new item as of December 31 was a Capital Lease Payable of \$1.2M which is a capital lease for 4 Vac-con machines that were previously approved by the Commission. The detailed revenue and expenditures were reviewed. It was noted that at the beginning of the current fiscal a Facilities Division was created to maintain our buildings and other

structures and those costs were spread throughout other divisions and were pulled out to create the new division. In the next budgeting process the necessary revisions will be made to allow for personnel and expenditures of this division. This Facilities Division was split from the Systems Pumping & Maintenance Division to be a facility department for the whole organization rather than just for Systems Pumping & Maintenance.

#### **EXECUTIVE DIRECTOR'S UPDATE**

Mr. Junkin stated that JWSC is working on the 2018 budget instructions for staff. He wants to look at organizational emergency preparedness situations, and they have identified a building at Academy Creek WWTP to modify to incorporate such long term needs, and inventory control and operational consolidations such as staging personnel to improve efficiencies. During walkthroughs in the treatment plants it was discerned that both Academy Creek and Dunbar have some infrastructure needs. There have been complaints about odor problems at Academy Creek, and there is concern about health issues for personnel working in the plant, as well as corrosion caused to assets inside the plant from the gases created by the sewage. Staff is working to engineer solutions at both treatment plants to solve this source of corrosion and odor. North Mainland sewer capacity issues are being addressed are projects are being worked on simultaneously solve this issue. The Master Plan will be reviewed and some needs that may not have been documented and plant needs will be revisited.

There will be a Commission Orientation on two days. February 2<sup>nd</sup> will be for the Administrative side of the organization to present, and then on Feb. 16<sup>th</sup> will be the wastewater treatment and water distribution presentations and facility visits in order for the new Commissioners to better understand the organization and issues.

#### **CHAIRMAN'S UPDATE**

There was no Chairman's update for this meeting.

#### **EXECUTIVE SESSION**

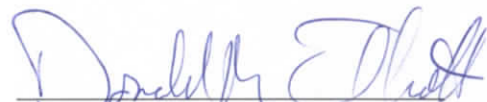
Commissioner Harvey made a motion seconded by Commissioner Adams to adjourn into Executive Session to discuss Property Issues with no vote to be taken. Motion approved 7-0-0.

Return to regular session

Commissioner Adams made a motion second by Commissioner Copeland to return to the Regular meeting. Motion approved 7-0-0.

Commissioner Adams made a motion to adjourn the regular meeting. Motion approved 7-0-0.

Chairman Elliott adjourned the open meeting at 4:06 pm.

  
Donald M. Elliott, Chairman

Attest:

  
Janice Meridith,  
Executive Commission Administrator





**Brunswick-Glynn County Joint Water and Sewer Commission**

1703 Gloucester St., Brunswick, Georgia, 31520

Phone: (912) 261-7110 Fax: (912) 261-7178

[www.bgjwsc.org](http://www.bgjwsc.org)

**To:** JWSC Commissioners  
**From:** Frances Wilson, Senior Accountant  
**Cc:** Jimmy Junkin, Executive Director  
**Date:** January 13, 2017  
**Re:** Bank Resolutions and Signature Authorizations

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**Background:**

Section 10. A. of the JWSC Financial Policy requires two (2) signatures on any check issued for \$25,000 or more.

In the absence of either the Executive Director or the Director of Finance, it would be necessary to have either the Chairman or Vice-Chairman of the Brunswick-Glynn County Joint Water and Sewer Commission's Governing Body sign checks.

**Recommendation:**

Staff recommends that the Chairman and Vice-Chairman of the JWSC be added as authorized signatories on the bank accounts of the JWSC and that the Chairman, Vice-Chairman, Executive Director, and Director of Finance be authorized to execute the necessary banking resolutions and signature cards with BB&T Bank.

**Motion:**

**"I move that the Brunswick-Glynn County Joint Water and Sewer Commission approve the addition of the Chairman and Vice-Chairman of the JWSC as authorized signatories on the bank accounts of the JWSC and that the Chairman, Vice-Chairman, Executive Director, and Director of Finance be authorized to execute the necessary banking resolutions and signature cards with BB&T Bank."**

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**FIFTH ADDENDUM TO THE  
OPERATIONAL AGREEMENT  
by and among the  
CITY OF BRUNSWICK  
and  
GLYNN COUNTY  
and  
BRUNSWICK-GLYNN COUNTY  
WATER AND SEWER COMMISSION**

**THIS FIFTH ADDENDUM** (hereinafter referred to as the “**Fifth Addendum**”) to the Operational Agreement is made and entered into by and among the **CITY OF BRUNSWICK**, a municipal corporation, created and existing under the laws of the State of Georgia, acting by and through its Mayor and Commissioners (hereinafter referred to as the “**City**”) and **GLYNN COUNTY**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter referred to as the “**County**”), and the **BRUNSWICK-GLYNN COUNTY WATER AND SEWER COMMISSION**, a body corporate and politic, acting by and through its Commissioners (hereinafter referred to as the “**JWSC**”)

**WITNESSETH:**

**WHEREAS**, the JWSC is a body corporate and politic created by the General Assembly of the State of Georgia pursuant to an act approved April 19, 2006, (Ga. L. 2006, p. 3661), as amended by: (i) an act of the General Assembly of the State of Georgia approved April 11, 2012 (Ga. L. 2012, p. 5287); and (ii) an act of the General Assembly of the State of Georgia approved March 31, 2016 (Ga. L. 2016, page 3523) (hereinafter collectively referred to as the “**Act**”), for the purpose of, inter alia, operating the combined water and sewer systems (“**Unified System**”) of the City and County;

**WHEREAS**, on June 5, 2007, pursuant to the Act, the City, County and JWSC entered into an Operational Agreement detailing the power of the JWSC to operate the Unified System and the rights of the County, City, and JWSC during the period of such operation by the JWSC, which agreement has been amended by the following amendments thereto: (i) Addendum entered into on July 6, 2007; (ii) Second Addendum entered into on June 30, 2010; (iii) Third Addendum entered into on November 4, 2010; and (iv) Fourth Addendum entered into on December 18, 2014. The Operational Agreement, as amended, is hereinafter collectively referred to as the “**Operational Agreement**”;

**WHEREAS**, at the November 8, 2016, election, the voters of Glynn County approved the imposition of a Special Purpose Local Option Sales Tax (hereinafter referred to as “**SPLOST 2016**”) beginning April 1, 2017, for a period of time not to exceed fourteen (14) calendar quarters and for the raising of an estimated amount of \$71,595,000 for the purpose of funding the acquisition, construction, and equipping of certain capital outlay projects, including improvements to sewer systems in the City of Brunswick and Glynn County;

**WHEREAS**, the Operational Agreement currently indicates that the JWSC is not entitled to receive any direct disbursement of SPLOST proceeds and that all water and sewer SPLOST projects will be completed by the City and County and then transferred to the JWSC upon completion;

**WHEREAS**, the County, City, and JWSC would like to amend the Operational Agreement to allow the JWSC to receive direct disbursements of eligible SPLOST proceeds from the City and/or County for approved water and sewer SPLOST projects and to authorize the JWSC to complete such SPLOST projects, under such terms and conditions as may be agreed upon with the JWSC by the County and/or City, as applicable, in a separate Intergovernmental Agreement;

**WHEREAS**, the Operational Agreement may be amended from time to time if an amendment is in writing and signed by the County, City, and JWSC; and

**NOW THEREFORE**, incorporating the foregoing recitals, and in consideration of the mutual promises and undertakings contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City of Brunswick, Glynn County, and the Brunswick-Glynn County Water and Sewer Commission hereby agree to further amend the Operational Agreement between them as follows:

**1. Amendment to Operational Agreement.** The Operational Agreement is hereby amended to delete the existing Section 20, Construction Projects, in its entirety and to replace it with a new Section 20 to read as follows:

**SECTION 20. CONSTRUCTION PROJECTS**

- (a) SPLOST Projects: Except as set forth in Section 20(c) below, the JWSC is not entitled to receive any direct disbursement of SPLOST proceeds; therefore, except as set forth Section 20(c) below, all present and future water and sewer SPLOST projects will be completed by the City and County. Upon completion, any water or sewer infrastructure or asset developed or acquired with SPLOST funds will be transferred to the JWSC consistent with Paragraph 6(a), above. The list of SPLOST projects and funds to complete these projects is attached hereto as Exhibit "H".
- (1) SPLOST Projects Begun Prior to Start Date: The City and County will be responsible solely for all aspects of completing projects begun prior to the start date.
  - (2) SPLOST Projects Begun After the Start Date: The JWSC will be responsible for providing timely design consultation and specification review of all water and sewer projects prior to the project or its design being let out to bid and any subsequent design changes to such projects.
  - (3) Future SPLOST allocations for water and sewer projects may be requested by the JWSC in accordance with its master plan, including the JWSC capital plan. The decision as to the inclusion, level of funding, priority and letting of the bid on any SPLOST project rests solely with the City or the County.



(b) Non-SPLOST Projects:

- (1) Non-SPLOST Projects Begun Prior to Start Date: The City and County will be responsible solely for all aspects of completing water and sewer projects begun by them prior to the start date, including payment of project overages and settlement of disputes, as applicable. Upon completion, the infrastructure or asset will be transferred consistent with Paragraph 6(a), above, to the JWSC. If completion of the project costs less than the funds withheld under Paragraph 7(a), above, then such remaining funds shall be transferred to the JWSC. A list of Non-SPLOST projects is attached here as Exhibit "I".
- (2) Non-SPLOST Projects Begun After the Start Date: The JWSC will be responsible solely for all aspects of completing projects begun after the start date including overages and settlement of disputes.

- (c) SPLOST Projects beginning with SPLOST 2016: Notwithstanding anything to the contrary in this Operational Agreement, including specifically Section 20(a) above, beginning with SPLOST 2016 and any future SPLOST in which the County and/or City decide in their discretion to include water and sewer projects, the JWSC may, if specifically authorized by the City and/or County (as applicable) in a separate Intergovernmental Agreement with the JWSC, receive direct disbursements of eligible SPLOST proceeds from the City and/or County for approved water and sewer SPLOST projects and may complete such SPLOST projects on its own. Any such direct disbursements and project completion by JWSC shall be under such terms and conditions as may be mutually agreed upon in writing with the JWSC by the City and/or County, whichever may be applicable, in such Intergovernmental Agreement. SPLOST allocations for water and sewer projects in any future SPLOST may be requested by the JWSC in accordance with its master plan, including the JWSC capital plan, but the decision as to the inclusion, level of funding, and priority of water and sewer projects in any SPLOST rests solely with the City and/or County.

2. **Effective Date.** This Fifth Addendum to the Operational Agreement shall become effective immediately on the date that this Fifth Addendum is last executed by the parties below.

3. **Execution of Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**4. Operational Agreement Otherwise Unmodified.** Except as specifically set forth and amended in this Fifth Addendum, the Operational Agreement, including the prior four addendums thereto, is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Operational Agreement, as previously amended, and this Fifth Addendum, the terms of this Fifth Addendum shall control and take precedence.

**5. Recitals.** The recitals set forth above in this Fifth Addendum are made a part of this Fifth Addendum and are incorporated herein by reference.

**IN WITNESS WHEREOF**, the City of Brunswick, Glynn County, and the Brunswick-Glynn County Water and Sewer Commission have caused this Fifth Addendum to be executed in their respective names by their duly authorized officers and their respective official seals to be hereunto affixed and attested by their duly authorized officials

**CITY OF BRUNSWICK:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Cornell L. Harvey, Mayor  
City of Brunswick

Attest: \_\_\_\_\_  
Naomi Atkinson, City Clerk  
(SEAL)

**GLYNN COUNTY:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Bill Brunson, Chairman  
Glynn County Board of Commissioners

Attest: \_\_\_\_\_  
Cindee Overstreet, County Clerk  
(SEAL)

**BRUNSWICK-GLYNN COUNTY  
WATER AND SEWER COMMISSION:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_, Chairman

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

*Explanation of Proposed Changes*  
*Section 20 – Operating Agreement*

**SECTION 20. CONSTRUCTION PROJECTS**

- (a) SPLOST Projects: Except as set forth in Section 20(c) below, ~~the~~ JWSC is not entitled to receive any direct disbursement of SPLOST proceeds; therefore, except as set forth Section 20(c) below, all present and future water and sewer SPLOST projects will be completed by the City and County. Upon completion, any water or sewer infrastructure or asset developed or acquired with SPLOST funds will be transferred to the JWSC consistent with Paragraph 6(a), above. The list of SPLOST projects and funds to complete these projects is attached hereto as Exhibit “H”.
- (1) SPLOST Projects Begun Prior to Start Date: The City and County will be responsible solely for all aspects of completing projects begun prior to the start date.
  - (2) SPLOST Projects Begun After the Start Date: The JWSC will be responsible for providing timely design consultation and specification review of all water and sewer projects prior to the project or its design being let out to bid and any subsequent design changes to such projects.
  - (3) Future SPLOST allocations for water and sewer projects may be requested by the JWSC in accordance with its master plan, including the JWSC capital plan. The decision as to the inclusion, level of funding, priority and letting of the bid on any SPLOST project rests solely with the City or the County.
- (b) Non-SPLOST Projects:
- (1) Non-SPLOST Projects Begun Prior to Start Date: The City and County will be responsible solely for all aspects of completing water and sewer projects begun by them prior to the start date, including payment of project overages and settlement of disputes, as applicable. Upon completion, the infrastructure or asset will be transferred consistent with Paragraph 6(a), above, to the JWSC. If completion of the project costs less than the funds withheld under Paragraph 7(a), above, then such remaining funds shall be transferred to the JWSC. A list of Non-SPLOST projects is attached here as Exhibit “I”.



(2) Non-SPLOST Projects Begun After the Start Date: The JWSC will be responsible solely for all aspects of completing projects begun after the start date including overages and settlement of disputes.

(c) SPLOST Projects beginning with SPLOST 2016: Notwithstanding anything to the contrary in this Operational Agreement, including specifically Section 20(a) above, beginning with SPLOST 2016 and any future SPLOST in which the County and/or City decide in their discretion to include water and sewer projects, the JWSC may, if specifically authorized by the City and/or County (as applicable) in a separate Intergovernmental Agreement with the JWSC, receive direct disbursements of eligible SPLOST proceeds from the City and/or County for approved water and sewer SPLOST projects and may complete such SPLOST projects on its own. Any such direct disbursements and project completion by JWSC shall be under such terms and conditions as may be mutually agreed upon in writing with the JWSC by the City and/or County, whichever may be applicable, in such Intergovernmental Agreement. SPLOST allocations for water and sewer projects in any future SPLOST may be requested by the JWSC in accordance with its master plan, including the JWSC capital plan, but the decision as to the inclusion, level of funding, and priority of water and sewer projects in any SPLOST rests solely with the City and/or County.

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# Brunswick-Glynn County Joint Water and Sewer Commission

## Memorandum

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**To:** JWSC Commissioners  
**CC:** Jimmy Junkin  
**From:** Mark Hopkins  
**Date:** January 19, 2017  
**Re:** Approval – Roof Repairs to Academy Creek Biosolids Building

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### **Background**

JWSC staff contacted various contractors to perform repairs to the roof of the Academy Creek Biosolids Building. Proposals were submitted by the following (3) three firms:

- Edward Dasch & Sons - \$123,837.33
- Yoder's Roofing, LLC - \$138,852.00
- Roofcrafters - \$293,300.00

Edward Dasch & Sons was the apparent low bidder.

### **Staff Recommendation**

Staff would like to accept the proposal from Edward Dasch & Sons to perform roof repairs at the Academy Creek Biosolids Building. ED&S has presented all the necessary documents and can begin work within the next month.

### **Enclosures:**

Quote dated 10/11/2016 – Yoder's Roofing  
Quote dated 09/26/2016 – Edward Dasch & Sons  
Quote dated 08/11/2016 - Roofcrafters

# Quote

## Edward H. Dasch & Sons

300 Wrangler Rd Unit 133  
 Brunswick Ga , 31523  
 website - Brunswick-ga-roofing.com  
 office - 912-267-4258

Date: 09/26/2016  
 Quote No.: 10234  
 Salesperson: justindasch

**Bill To:**

Mark Hopkins  
 Waste Water Treatment  
 391 S Port Pkwy  
 Brunswick, Ga 31523  
 Superintendent  
 912-717-0313  
 Email mhopkins@bgjwsc.org

**Ship To:**

Waste Water Treatment  
 391 S Port Pkwy  
 Brunswick, Ga 31523  
 Superintendent  
 912-717-0313  
 Email mhopkins@bgjwsc.org

Qty	Description	Unit Price	Total
1	found water leaking into shop & office - METAL PANEL DAMAGE / RUSTING found several repairs performed ,  - building has spray foam insualtion barrier to existing metal panels		
306	install SS7-675P Snap lock / clip system & Seamless Miner ribs in the center of the panels for curb appeal and metal strength 18 inch wide - formed seamless - 24 thickness gauge / grade 50 metal ( recommended due to the steel truss is 5ft 7 inch apart	\$295.00	\$90,270.00
1	Cool Roof Colors Fluropon - Valspar energy Star Paint - 67% solar reflective ( SR ) Color - recommended Regal White 45 year manufactor warranty		
1	install custom metal flashing - matching color / metal drip edge ridge caps z - bar closer bars gable trim flashing	\$2,771.88	\$2,771.88
1	remove & replace pipe boots flashing  install 4 custom metal blower motor box kit  install 2 custom hot water heater exhaust box kit	\$2,287.75	\$2,287.75
1	dumpster fee	\$285.00	\$285.00
1	Rental for Heavy Equipment	\$3,351.59	\$3,351.59
1	Install Custom manufacture factory notched sub - purlin Fasten to each side of the panels rib into sub-rafter & existing purlin  install eave strut , building corners , gable strut , ridge strut  18 gauge G90 galvanized	\$24,871.11	\$24,871.11

**Total \$123,837.33**

20 years labor warranty  
 45 year Limited Paint Warranty  
 photo provided





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J A JONES & ASSOCIATES INC PO BOX 1276 Brunswick, GA 31521-1276	CONTACT NAME		
	PHONE (A/C, No, Ext): (912) 264-2232	FAX (A/C, No): 866-530-9353	
	E-MAIL ADDRESS: helen@jajonesinsurance.com		
INSURED Dash It All, Inc. DBA Edward H Dasch & Sons 3365 Cypress Mill Rd., Ste 14 Brunswick, GA 31520-2867	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A	Nautilus Insurance Company	
	INSURER B	Progressive Insurance Company	
	INSURER C	Maryland Casualty Company	
	INSURER D	SUNZ Insurance Company	
	INSURER E		
	INSURER F		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

USER LTR	TYPE OF INSURANCE	ADDC INSR	ISUER WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NA 115158200	3/19/2016	3/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY/AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			08350518-4	12/11/2015	12/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CSG010115	5/9/2016	5/9/2017	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required):

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1147229

E-Verify Employment Eligibility Verification User I.D. Number

11/30/2016

Date of Authorization to Use Federal Work Authorization Program

Dash + All, Inc. DBA Edward H. Dasch + Sons

Name of Contractor

Owner

Title of Authorized Officer or Agent of Contractor

*[Handwritten Signature]*

Justin Dasch

Signature and Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this the 5 day of January, 2017.

NOTARY PUBLIC:

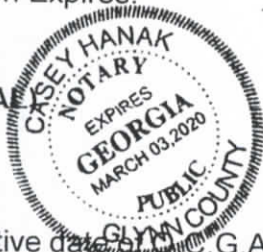
Name:

*Casey Hanak*

My Commission Expires:

03/03/2020

(NOTARY SEAL)



As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



## ENERGY STAR: Tax Credit

# Energy efficiency tax credit

Congress has extended the Energy Efficiency Tax Home Improvement Tax Credit until December 31, 2016.

### Federal Tax Credits: Roofs (Metal & Asphalt)

You could claim 10% of the cost of home improvement (not including installation/labor costs), up to a maximum \$500.

This credit has been extended for installations on a residents "principal residence" between January 1, 2011 and December 31, 2016.

### How do I apply for the Tax Credit?

For products "placed in service" in 2015 and 2016, you need to file the "2015 or 2016 version of IRS Form 5695" and submit with your taxes by April 15th. On the "1040 Form" you enter this tax credit from Form 5695 (the residential energy tax credit) on line 53. Save your receipts and the Manufacturer's Certification Statement for your records. Valspar's manufacturer certification is available on our web site at [http://www.valsparcoilextrusion.com/Manufacturers\\_Certification](http://www.valsparcoilextrusion.com/Manufacturers_Certification).

### Why Choose Valspar?

Valspar Corporation is the #1 manufacturer of "Cool Roof" coatings in the US, with over 800 ENERGY STAR rated products. We offer a wide array of cool colors including Fluorpon® coatings, our 70% PVDF resin system and WeatherXL™ coatings, our remarkable silicone polyester resin system. Coatings that excel in both beauty and function.



### ENERGY STAR Specifications:

Roof Type	Slope	Initial SR	3 yr. SR
Low-Sloped	≤ 2:12	≤ 0.65	≤ 0.50
Steep-Sloped	> 2:12	≤ 0.25	≤ 0.15







# Manufacturer's Certification

A metal roofing product coated with a Valspar ENERGY STAR Qualified Fluoron® SR or WeatherXL™ SR coating:

- a) Is appropriately pigmented and is specifically and primarily designed to reduce the heat gain of a dwelling unit when installed on the dwelling unit; and
- b) Meets or exceeds ENERGY STAR® program requirements for steep-slope roofs (as in effect at the time of installation),

in accordance with IRS tax credit for roofs effective through December 31, 2016. Furthermore, the roof coating is an "eligible building envelope component that qualified for the credit allowed under the law (Section 25C(g) Paragraph 2).

## Declaration Statement:

Under penalties of perjury, I declare that I have examined this certification statement, and to the best of my knowledge and belief the facts presented are true, correct and complete.



Jeff Alexander, VP of Sales  
Valspar Corporation  
Coil and Extrusion Coatings

# Hugger Applications

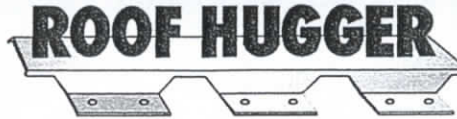
Roof Hugger's products are protected under U.S. Patent 5557903, 8024906 and many others pending. Initially developed for re-roofing existing metal buildings and metal roofing, some of the Roof Hugger products are also used very effectively in installations over conventional roofing materials in sloped applications. For new construction applications where an air-space cavity is necessary between a new metal roof and a sub-deck for energy efficient and solar thermal systems, Huggers can accommodate the needed airflow.

Below are the most common Hugger profiles for adaptation to an existing metal roof. If your project includes a profile not seen here, all is needed are the physical dimensions of the existing roof.

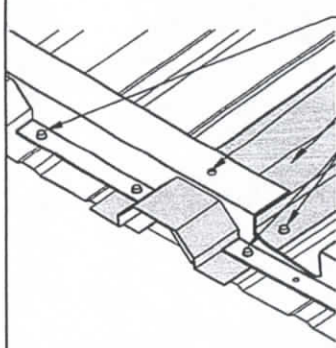
Roof Hugger Profiles		
Existing Roof Panel with Required Dimensions		Compatible Hugger
12" O.C. Ribbed Panel (Roll-Formed)		
6"-10" O.C Ribbed Panel		
7.2" Industrial Rib		
Trapezoidal SSR 12", 18" and 24" (Roll-Formed)		
Vertical Rib SSR 12", 16", 18" and 24"		
Over Corrugated Roofs 2.5", 2.67", 2.75" and 4.2"	 <i>For Information, Refer to our Corru-Fit™ Design Guide</i>	



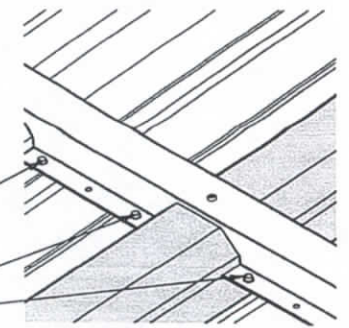
ROOF HUGGER, INC  
 P.O. BOX 127, ODESSA FL 33556  
 P: 800 771-1711  
 F: 877 202-2254  
 www.roofhugger.com



COPYRIGHT © 2013  
 PATENT NO: 5557903,  
 8024906 AND OTHERS

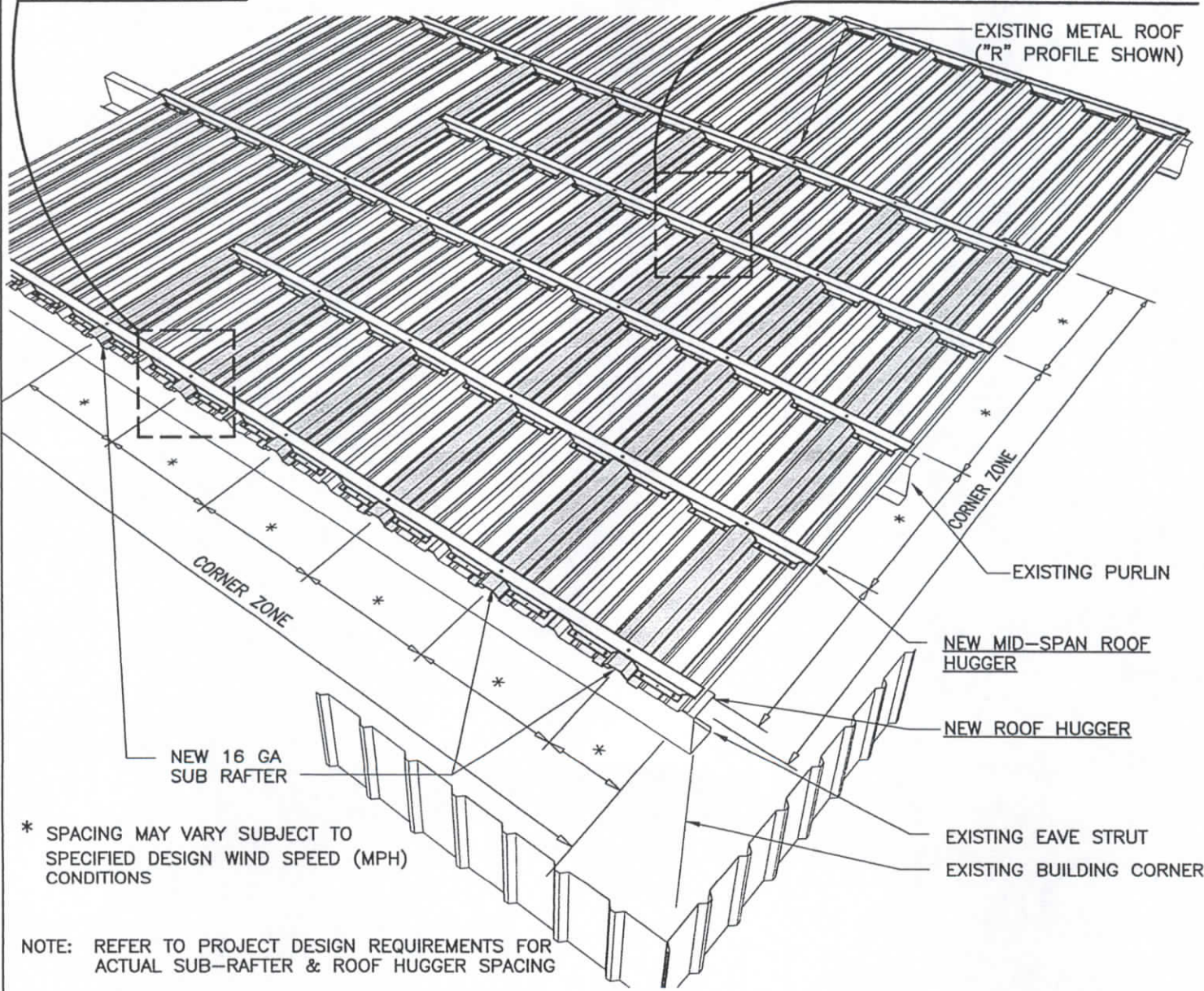


- 1 EACH 1/4"-14 DP3 FASTENER AT EACH SIDE OF PANEL RIB THROUGH PANEL INTO PURLIN
- #10-16 X 1" DP3 PANCAKE
- NEW 16 GA SUB RAFTER
- 2 EACH 1/4"-14 DP3 FASTENER AT EACH SIDE OF PANEL RIB INTO SUB-RAFTER AND EXISTING PURLIN . ONLY ONE INSTALLS THROUGH HUGGER AND THE OTHER FROM SUB-RAFTER TO PURLIN ONLY
- #17 AB FASTENER THROUGH HUGGER INTO PANEL ONLY (FIELD REAM HUGGER BASE FLANGE HOLE TO 5/16")
- 1/4"-14 DP3 FASTENER AT EACH SIDE OF PANEL RIB INTO SUB-RAFTER



HUGGER OVER PURLIN

HUGGER NOT OVER PURLIN



\* SPACING MAY VARY SUBJECT TO SPECIFIED DESIGN WIND SPEED (MPH) CONDITIONS

NOTE: REFER TO PROJECT DESIGN REQUIREMENTS FOR ACTUAL SUB-RAFTER & ROOF HUGGER SPACING

EXISTING "R" PROFILE METAL ROOF

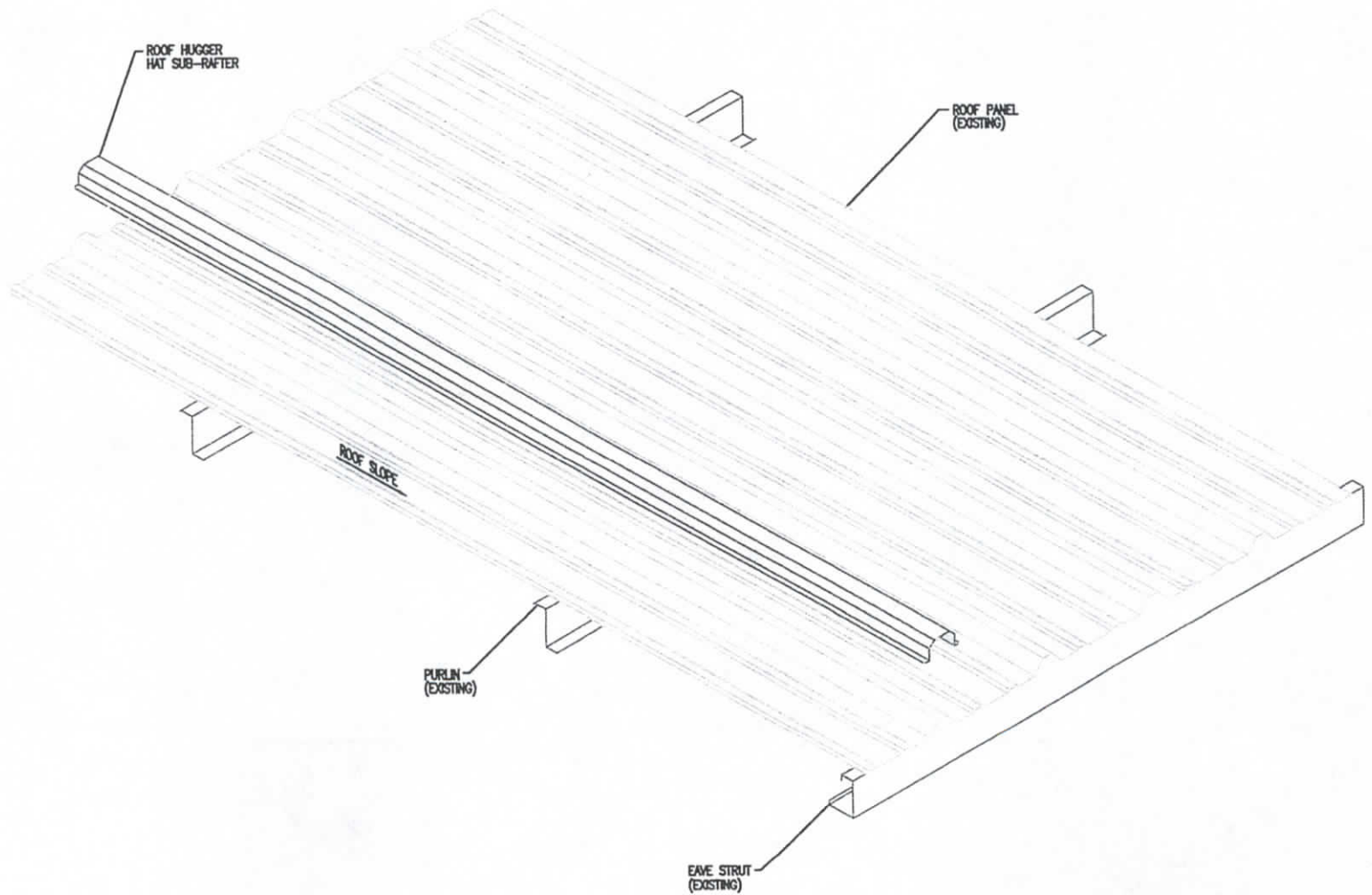
**CORNER/EDGE WIND UPLIFT ZONE FRAMING**

ZF-01-R  
 5/1/2013

# ROOF HUGGER INSTALLATION GUIDE -SYSTEM 6-

## NOTES:

1. EXISTING ROOF PANEL LAYOUT.



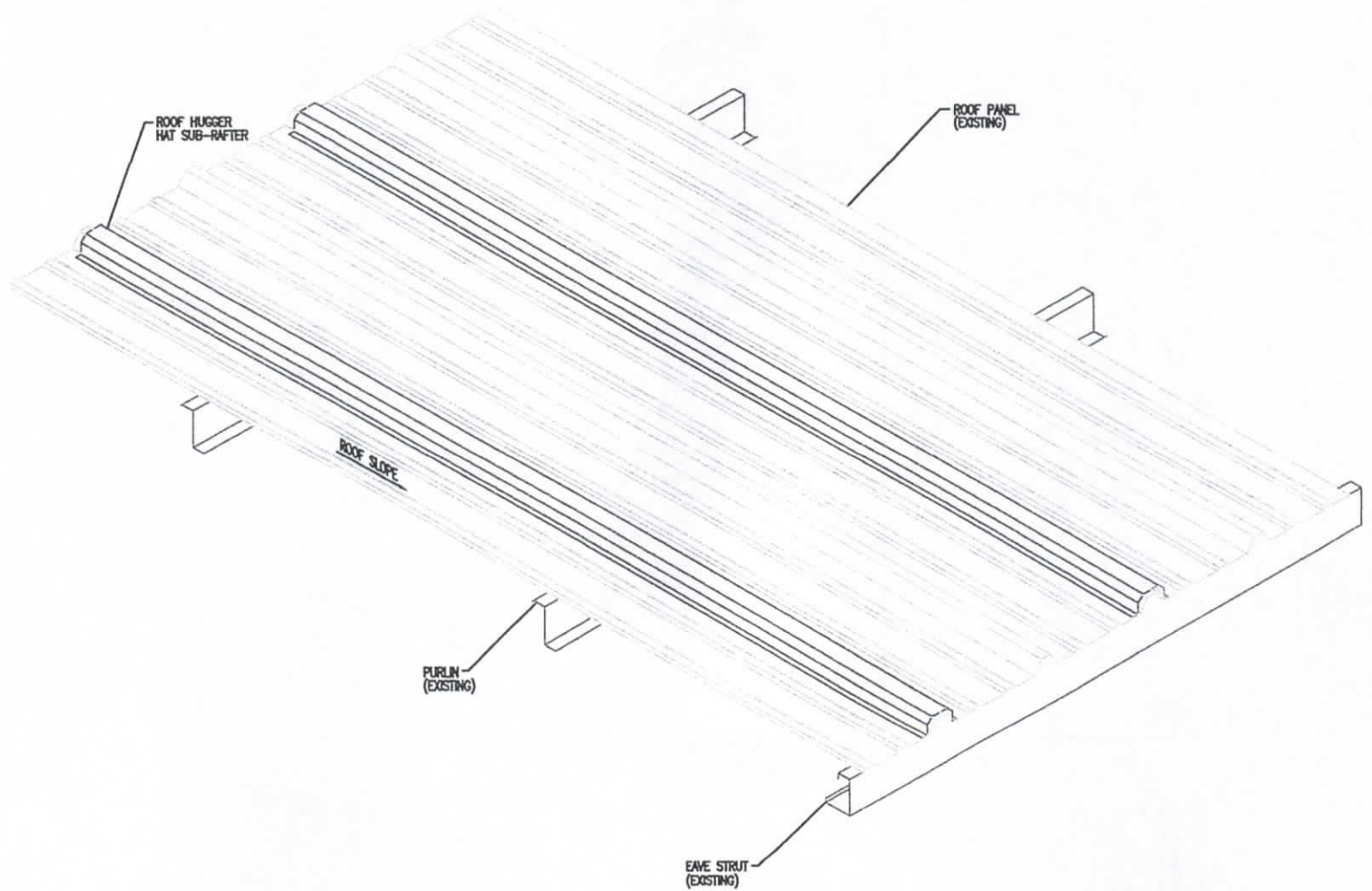
STEP 1



# ROOF HUGGER INSTALLATION GUIDE -SYSTEM 6-

## NOTES:

1. LOOSELY PLACE HAT SUB-RAFTERS 2'-0" O.C. FOR LENGTH OF ROOF HUGGER OR WIDTH OF EDGE ZONE, WHICH EVER IS LESS.

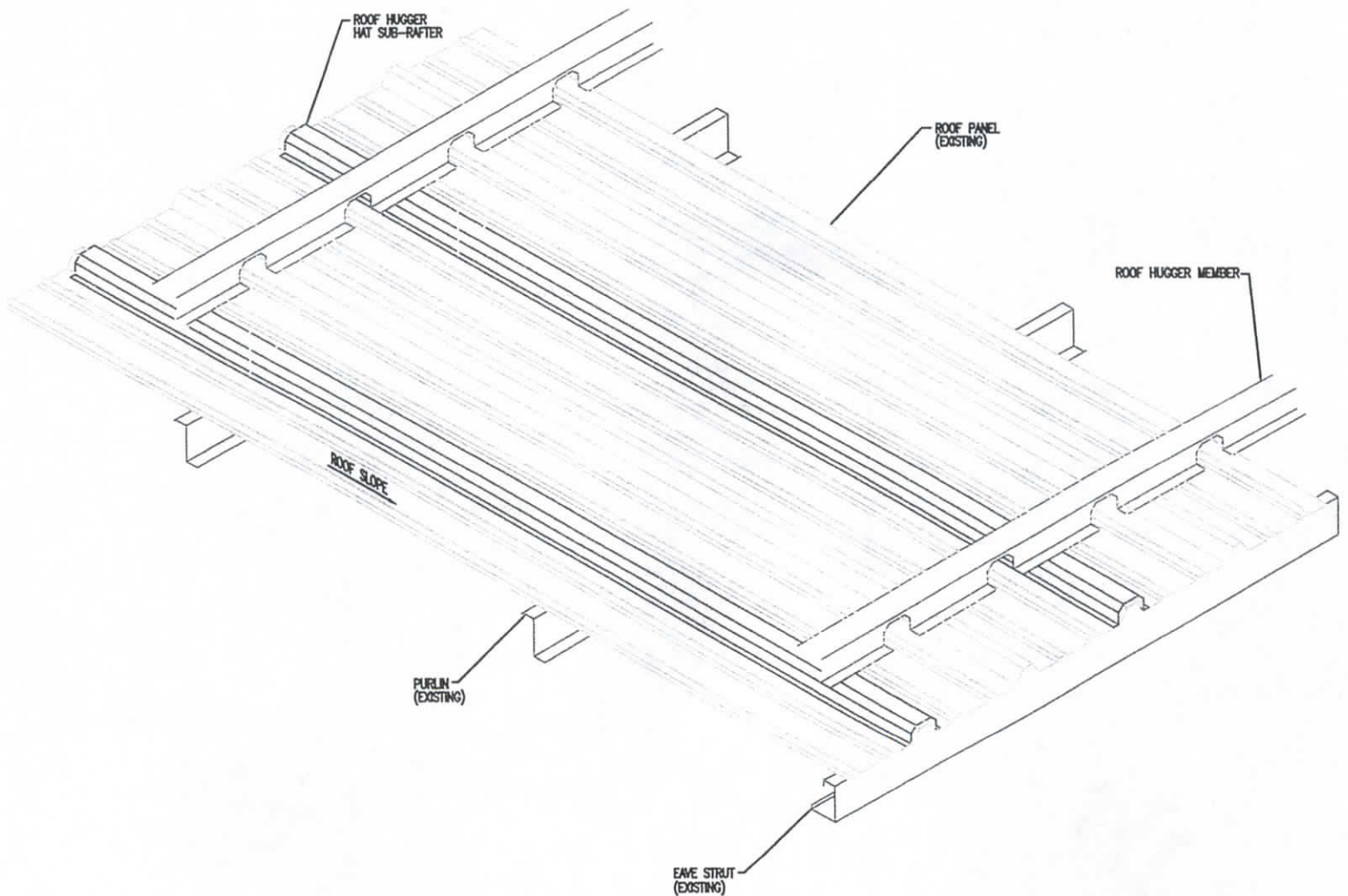


STEP 2

# ROOF HUGGER INSTALLATION GUIDE -SYSTEM 6-

## NOTES:

1. PRESS A MINIMUM OF 2 ROOF HUGGER MEMBERS OVER HAT SUB-RAFTERS.

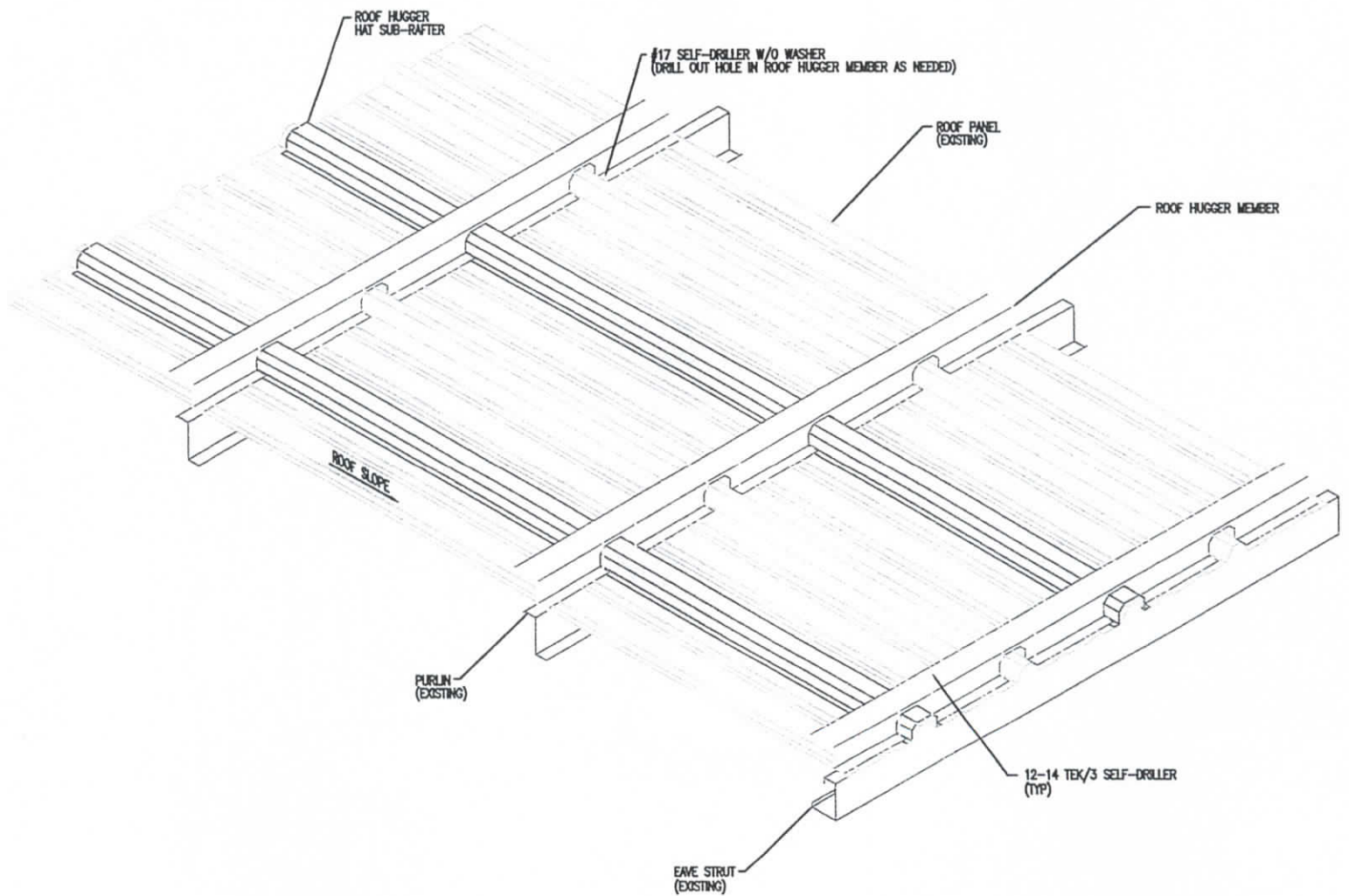


STEP 3

# ROOF HUGGER INSTALLATION GUIDE -SYSTEM 6-

## NOTES:

1. ATTACH ROOF HUGGERS THROUGH SUB-RAFTER INTO EXISTING EAVE STRUT/PURLIN - PRE-DRILL HAT SUB-RAFTER IF NEEDED.
2. SECURE ROOF HUGGER MEMBER TO HAT SUB-RAFTER WITH 12-14 TEK/3 SELF-DRILLER W/O WASHER (1 PER SIDE) AND INSTALL #17 SELF-DRILLERS INTO EXISTING PANELS (1 EACH SIDE OF MAJOR RIBS. (DRILL OUT HOLE IN ROOF HUGGER MEMBER AS NEEDED).



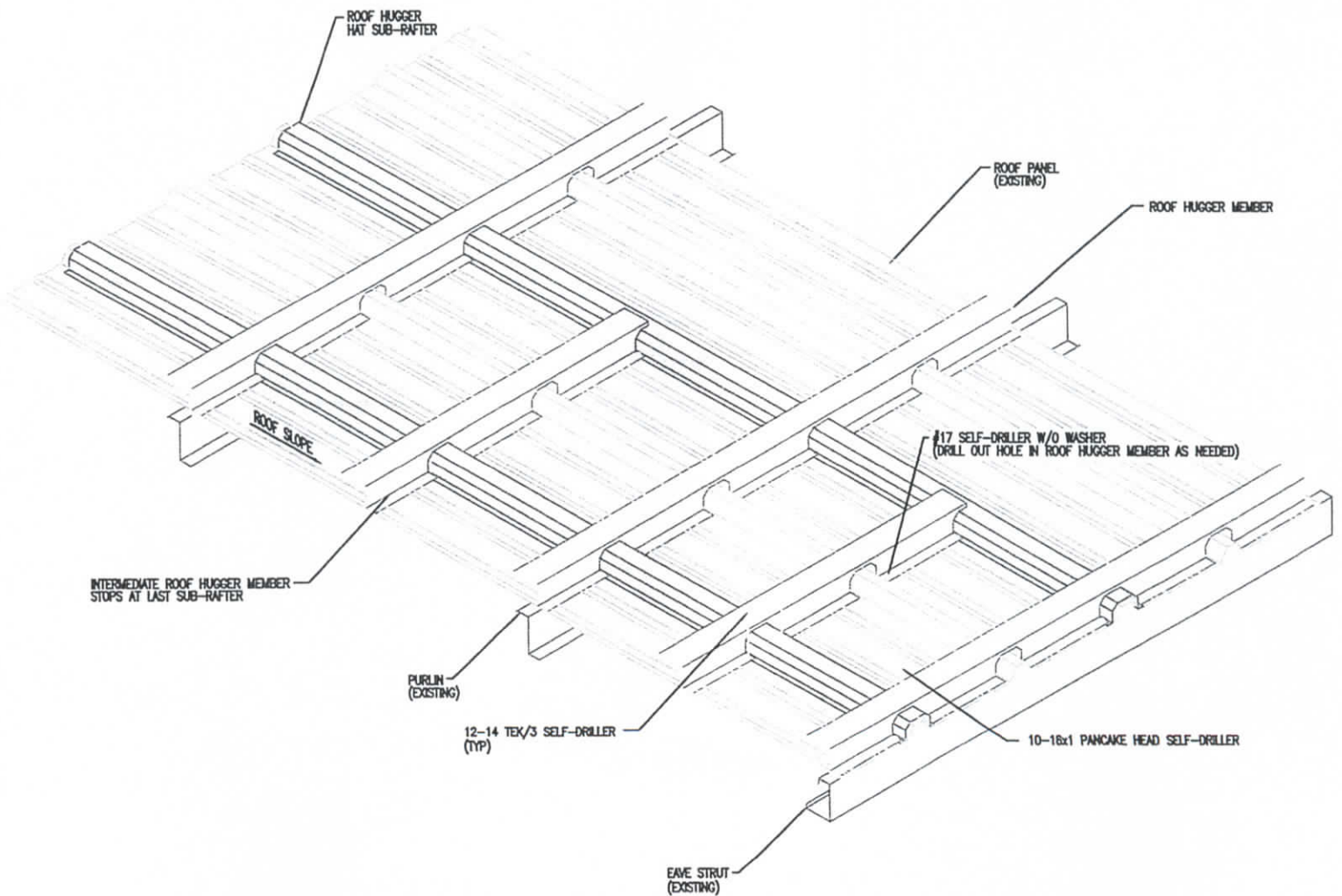
## STEP 4



# ROOF HUGGER INSTALLATION GUIDE -SYSTEM 6-

## NOTES:

1. INSTALL SUBSEQUENT INTERMEDIATE ROOF HUGGER MEMBERS BETWEEN PURLINS
2. SECURE ROOF HUGGER MEMBER TO HAT SUB-RAFTER WITH 12-14 TEK/3 SELF-DRILLER W/O WASHER (1 PER SIDE) AND INSTALL #17 SELF-DRILLERS INTO EXISTING PANELS (1 EACH SIDE OF MAJOR RIBS. (DRILL OUT HOLE IN ROOF HUGGER MEMBER AS NEEDED).
3. ATTACHED TOP FLANGE OF ROOF HUGGER MEMBER TO ROOF HUGGER SUB-RAFTER WITH 10-16x1 PANCAKE HEAD FASTENER (1 PER INTERSECTION).



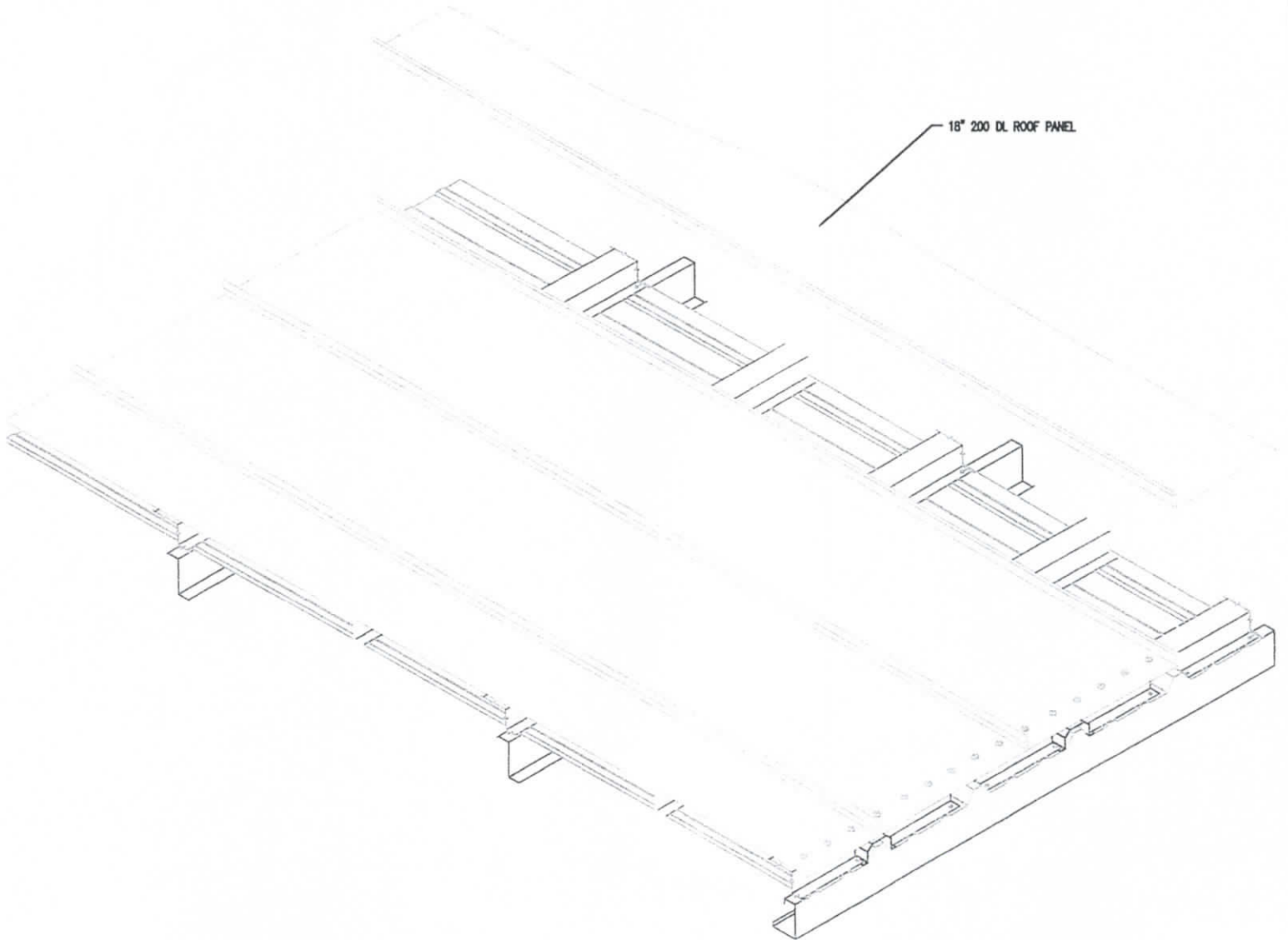
## STEP 5



# ROOF HUGGER INSTALLATION GUIDE -SYSTEM 6-

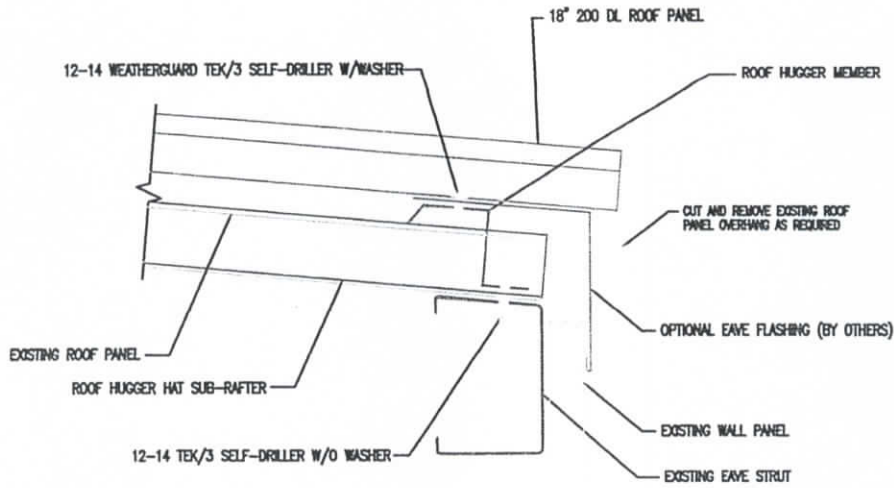
## NOTES:

1. INSTALL NEW ROOF PANELS

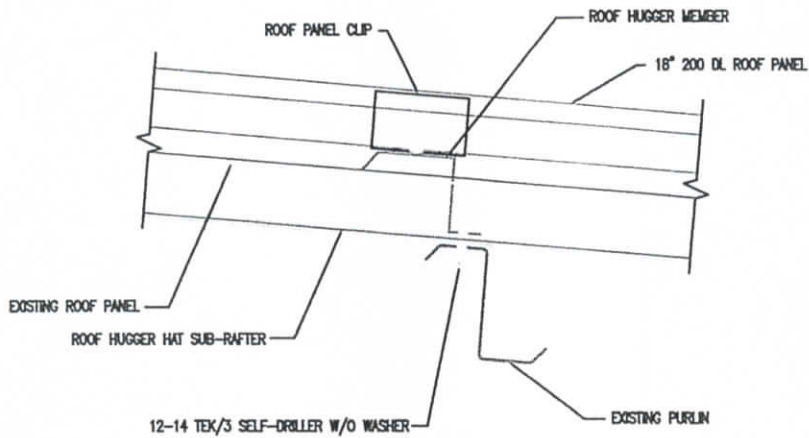


STEP 6

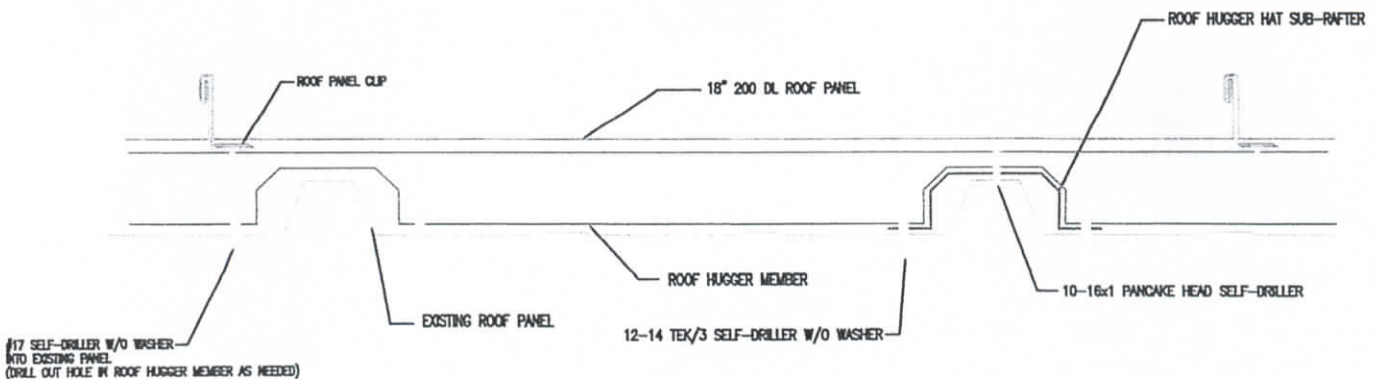
# ROOF HUGGER INSTALLATION GUIDE -SYSTEM 6-



## CONNECTION AT EAVE



## CONNECTION AT PURLIN



## CROSS SECTION-MEMBER BETWEEN PURLINS



**Brunswick-Glynn County**  
**Joint Water and Sewer Commission**  
**1703 Gloucester St., Brunswick, Georgia 31520**

## Memorandum

---

**To:** JWSC Commissioners  
**CC:** Jimmy Junkin, Executive Director  
**From:** Pam Crosby  
**Date:** February 19, 2017  
**Re:** Debt Acquisition Compliance with Policy - Sewer ByPass Pump Capital Lease APPROVAL

---

### **Background**

At the Commission meeting held on August 18, 2016, staff was authorized to purchase (10) permanent bypass pumps for (6) Mainland and (4) SSI lift stations at an estimated cost of \$1.25M from cash reserves. As a result, pumps were ordered immediately with deliveries scheduled beginning December 2016.

At the Commission meeting held on September 22, 2016, a contract was awarded to Davenport & Company for Financial Advisory services. During this time, CFO, John Donaghy, shared feedback from the final (4) four firms interviewed as part of the selection process. Several points in common among the firms were their recommendations for the JWSC which addressed our current bond issue, debt service reserve concerns and credit ratings. They all stressed the importance of JWSC available cash balances to the strength of overall credit ratings. Our current ratings are Aa3 with Moody's and A+ with Standard & Poor's. After additional discussion with the Finance Committee, Davenport & Co., and JWSC staff, the decision was made to pursue finance options versus a direct purchase from cash reserves. This will continue to maintain JWSC favorable ratings and keep options open for future larger borrowings that may be required.

The Brunswick-Glynn County Joint Water and Sewer Commission has received proposals for incurring debt to finance the (10) permanent bypass pumps. The most favorable capital lease proposal came from Key Government Finance with a seven year term and 2.32% interest rate.

THE JWSC Financial Policy adopted on September 19, 2007, Section 3 provides the following regarding issuance of debt by the JWSC:

#### **A. Policy Statement**

The JWSC recognizes that to maintain flexibility in responding to changing service priorities, revenue inflows, and cost structures, a debt management strategy is required. The JWSC strives to balance service demands and the amount of debt incurred. The JWSC realizes that failure to meet the demands of growth may inhibit its continued economic viability, but also realizes that too much debt may have detrimental effects.



The goal of the JWSC debt policy is to maintain a sound fiscal position and to protect the credit rating of the JWSC. When the JWSC utilizes debt financing, it will ensure the debt is financed soundly and conservatively.

## **B. Conditions for Using Debt**

Debt financing of capital improvements and equipment will be done only when one or more of the following four conditions exist:

1. When non-continuous projects (those not requiring continuous annual budgeting) are desired;
2. When it can be determined that future users will receive a benefit from the improvement;
3. When it is necessary to provide basic services to system users;
4. When total debt does not constitute an unreasonable burden to rate payers of the system.

## **C. Sound Financing of Debt**

When the JWSC utilizes debt financing, it will ensure that the debt is soundly financed by:

1. Taking a prudent and cautious stance toward debt, incurring debt only when necessary;
2. Conservatively projecting the revenue sources that will be used to pay the debt;
3. Insuring the term of any long-term debt incurred by the JWSC shall not exceed the expected useful life of the asset for which the debt is incurred and shall be limited to the capital improvements only;
4. Determining that the benefits of the improvement exceed the costs, including interest costs;
5. Maintaining a debt service coverage ratio which ensures that combined debt service requirements will not exceed revenues pledged for the payment of debt;
6. Analyzing the impact of debt service on user charges before long-term debt is issued.

## **Staff Recommendation**

The staff of the Brunswick-Glynn County Joint Water and Sewer Commission has reviewed the proposed borrowing and recommends that the JWSC determine that a capital lease for the acquisition of (10) permanent bypass pumps meet the policy established and that the conditions for using debt and the sound financing of that debt have been satisfied.

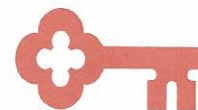
## **Suggested Motion**

***"I move that the JWSC affirmatively determine that a capital lease acquisition for (10) ten permanent bypass pumps are in accordance with adopted JWSC Financial Policy and that the conditions for using debt and the sound financing of that debt have been satisfied. And, that the Chairman and Executive Director be authorized to execute the documents necessary, subject to the review by legal counsel."***

## **Enclosures:**

Key Government Finance Proposal dated 1/17/2017





1/17/17

**LEASE PROPOSAL FOR: Brunswick-Glynn County Joint Water and Sewer Commission**

---

Key Government Finance is pleased to present the following finance proposal for the transaction described below:

**Lessor:** Key Government Finance, Inc  
**Lessee:** Brunswick-Glynn County Joint Water and Sewer Commission  
**Equipment** Xylem Quote #2016-SAV-0304 & #2016-SAV-0308  
**Description:** Water pump, installation and related equipment  
**Expiration Date:** February 17, 2017

Amount	Rate	Payment	Term	Frequency	Adv/Arr
\$905,863.11	2.32%	\$35,143.86	7 yrs.	Quarterly	Arrears

**NOTES:** Transaction must fully execute or fund to escrow by the lease proposal Expiration Date.

**LEASE:** This is a tax-exempt, municipal government lease with the title to the property passing to Lessee. This is a net lease under which, all costs, including insurance, maintenance and taxes are paid by Lessee for the term of the lease. At the end of the financing term the equipment can be purchased for \$1.

**DOCUMENTS:** All documents shall be attorney prepared and in a form and substance acceptable to the Lessor and Lessor’s counsel. Lessee will also secure a validity and tax opinion provided by a nationally recognized Red Book firm acceptable to Lessor and Lessor’s counsel. The legal documentation will contain provisions relating to increase costs, taxability and changes in corporate income tax rates.

**SOURCE OF REPAYMENT:** Pledge of revenue from the Brunswick-Glynn County Joint Water and Sewer Commission. Non appropriation rights will not be provided.

**CONDITIONS PRECEDENT TO CLOSING:** Lessee’s obligation will be subject to such terms and conditions which Lessor may require with respect to this transaction, or as are customarily required for municipal entities within the State of Georgia with respect to similar credits and as set forth in the facility documents. Without limitation, such terms and conditions shall include:

1. Absence of Default
2. Accuracy of Representations and Warranties
3. Negotiation and Execution of satisfactory closing documents inclusive of a legal opinion opining as to Lessee’s ability to legally provide as a source of repayment a multiyear pledge of revenues from the Brunswick-Glynn County Joint Water and Sewer Commission
4. Absence of material adverse change in the financial condition of Lessee during the period from the date hereof to the Closing Date.

**RATE INDEX:** Rate and payments quoted in this proposal are based on KeyCorp’s cost of funds as of date issued and shall be subject to adjustment three (3) days prior to closing based on any movement in KeyCorp’s cost of funds if this financing closes after Expiration provided Lessee notifies the Lessor via email of their intent to proceed with this offer within 7 business days of receipt.

**APPROVAL:** This proposal is issued in reliance upon the accuracy of all information presented by you to us and is contingent upon the absence of any material adverse change in your condition, financial or otherwise, from the condition as it was represented to us at the time of this proposal. This proposal is subject to our formal approval and the execution of documentation acceptable to each of us. **IT IS NOT A COMMITMENT BY US TO ENGAGE IN THIS TRANSACTION.**

(a) Key Government Finance (“KGF”) is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to you with respect to the information and material contained in this communication; (b) KGF is acting for its own interests; and (c) you should discuss any information and material contained in this

If the outlined foregoing proposal is satisfactory, reflects an arrangement that suits the need of your organization and you would like Key to commence its due diligence process, please sign and return this proposal.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR APPLYING FOR FINANCING WITH Key Government Finance.**

Lessor notifies Lessee that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, as amended and supplemented) (the "Patriot Act"), that Lessor is required to obtain, verify and record all information that identifies Lessee, which information includes the name and address of Lessee and other information that will Lessor to identify Lessee in accordance with the Patriot Act.

Thank you for the opportunity to present this proposal. If you have any questions, please contact us at our numbers or e-mail addresses below. If you wish to accept this proposal, please do so by signing below and returning this proposal to us via FAX or e-mail. Upon receipt of this proposal and application, Lessor will promptly begin its credit, collateral and essential use review process.

Sincerely,

Eric Meyer  
720-304-1146  
[eric.meyer@key.com](mailto:eric.meyer@key.com)  
Key Government Finance, Inc.  
1000 South McCaslin Blvd.  
Superior, CO 80027

Tom Waters  
303-717-0458  
Thomas.P.Waters@key.com  
Key Equipment Finance, Inc.  
1000 South McCaslin Blvd.  
Superior, CO 80027

Proposal Accepted by

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**A SHARED VISION STATEMENT FOR BRUNSWICK,  
GLYNN COUNTY, AND THE GOLDEN ISLES**

**WORKING TOGETHER TO MAKE BRUNSWICK  
AND THE GOLDEN ISLES AN EXCEPTIONAL PLACE  
IN GEORGIA TO LIVE, WORK, AND VISIT BY  
STRENGTHENING OUR COMMUNITIES AND  
ENHANCING THE QUALITY OF LIFE.**



**SHARED VISION STATEMENT CURRENTLY ADOPTED BY:**

- BRUNSWICK GOLDEN ISLES CHAMBER OF COMMERCE
- BRUNSWICK GLYNN COUNTY DEVELOPMENT AUTHORITY
- GOLDEN ISLES COVENTION AND VISITORS BUREAU
  - GLYNN COUNTY BOARD OF EDUCATION
  - GLYNN COUNTY BOARD OF COMMISSIONERS
  - SOUTHEAST GEORGIA HEALTH SYSTEM

## ADDITIONAL STAKEHOLDERS BEING ASKED TO

### CONSIDER ADOPTION:

- JEKYLL ISLAND AUTHORITY
- COASTAL PINES TECHNICAL COLLEGE  
(BRUNSWICK CAMPUS)
- BRUNSWICK CITY COMMISSION
- GLYNN COUNTY AIRPORT COMMISSION
- COLLEGE OF COASTAL GEORGIA
- JOINT WATER AND SEWER COMMISSION
- GEORGIA PORTS AUTHORITY  
(BRUNSWICK PORT)
- COMMUNITIES OF COASTAL GEORGIA FOUNDATION
- ST. SIMONS LAND TRUST
- UNITED WAY OF COASTAL GEORGIA