



Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick GA 31520
Thursday, August 2, 2018 at 2:00 pm
Commission Meeting Room

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.

APPROVAL

- 1. Minutes from July 19, 2018 Regular Meeting (subject to any necessary changes)**
- 2. Minutes from July 19, 2018 Executive Session (subject to any necessary changes)**
- 3. Bergen Woods – C. Dorminy**
- 4. Personnel Policies – C. Dorminy / C. Barnhart**
 - Code of Conduct, Section 7.3**
 - Use of Communication Systems Equipment Devices, Section 4.18**
 - Use of Motor Vehicles, Section 4.16**
- 5. Warehouse and Inventory Management Improvement Project – P. Crosby**

DISCUSSION

- 1. Reducing Boil Water Alerts – A. Burroughs**
- 2. Academy Creek Odor Control Update – A. Burroughs**
- 3. Water Bills – J. Junkin/J. Sellers**
- 4. LS4003 Upgrades Engineering Selection Process – J. Junkin**
- 5. Status of Capital Projects Under Construction – T. Kline**

EXECUTIVE DIRECTOR'S UPDATE

CHAIRMAN'S UPDATE

EXECUTIVE SESSION

MEETING ADJOURNED

*All citizens are invited to attend.
There is a possibility of a quorum of City or County Commissioners being present.*



**Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Thursday, August 2, 2018 at 2:00 PM**

COMMISSION MINUTES

PRESENT: Donald M. Elliott, Chairman
Mike Browning, Vice-Chairman
Cornell L. Harvey, Commissioner
Clifford Adams, Commissioner
Steve Copeland, Commissioner
Tripp Stephens, Commissioner
G. Ben Turnipseed, Commissioner

ALSO PRESENT: Jimmy Junkin, Executive Director
Charlie Dorminy, Legal Counsel HBS
Andrew Burroughs, Deputy Executive Director
Todd Kline, Director of Engineering
Pam Crosby, Director of Procurement
John D. Donaghy, Director of Finance
Jay Sellers, Director of Administration
Janice Meridith, Exec. Commission Administrator
Cindy Barnhart, T.S.I.

MEDIA PRESENT: Taylor Cooper, The Brunswick News

Chairman Elliott called the meeting to order at 2:00 PM.

Commissioner Copeland provided the invocation and Chairman Elliott led the pledge.

PUBLIC COMMENT PERIOD

Chairman Elliott opened the public comment period.

Reba Reyna – Water & Sewer Services for Ellis Point

Gwen Noe – Water & Sewer Services for Ellis Point

Larry Brayman – Water & Sewer Services for Ellis Point

All three citizens spoke about issues regarding septic tanks, low elevation and drainage in the Ellis Point neighborhood area. They are requesting that the Commission consider putting in water and sewer services in this area. Mr. Junkin provided a response regarding future possibility for services and advice that the storm drainage system comes under the responsibility of Glynn County.

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

APPROVAL

1. Minutes from the July 19, 2018 Regular Commission Meeting

Commissioner Browning made a motion seconded by Commissioner Copeland to approve the minutes from the July 19, 2018 Regular Commission Meeting. Motion carried 7-0-0.

2. Minutes from the July 19, 2018 Executive Session

Commissioner Harvey made a motion seconded by Commissioner Browning to approve the minutes from the July 19, 2018 Executive Session. Motion carried 7-0-0.

3. Bergen Woods Comprehensive Agreement – C. Dorminy

Charlie Dorminy presented the recommendation for approval for JWSC to enter into a Comprehensive Agreement with Dwight Development Group, LLC who is the Developer for the planned construction of multifamily housing on the undeveloped property known as “Bergen Woods.” The Developer submitted an Unsolicited Proposal (approved by JWSC on May 2, 2018) to help address insufficient sewer capacity to support the proposed Development. The Developer proposes to fund and contract for the necessary improvements of upgrading LS4105 including pumps and installation of approximately 2650 feet of new forcemain which together are roughly estimated to cost around \$200,000.00. In exchange, the Utility will either reimburse the Developer through applying an equivalent amount of credit toward future capital improvement fees that would otherwise be due upon development of the Property, or simply allow the Developer to pay for the Project or a portion thereof.

Commissioner Turnipseed made a motion seconded by Commissioner Harvey to move that the JWSC approve the Comprehensive Agreement with the Dwight Development Group to increase the capacity of Pump Station 4105 and upsize the upstream forcemain from 2” to either 4” or 6” as determined by the staff. Motion carried 7-0-0.

4. Personnel Policies – C. Dorminy / C. Barnhart

Charlie Dorminy presented the recommendation for approval of an Amendment to JWSC Personnel Policies to comply with “The Hands-Free Georgia Act”, which became effective on July 1, 2018. This recent legislation makes it illegal for drivers in Georgia to hold electronic devices, and they must use “hands-free” technology, such as phone mounts and Bluetooth. The three JWSC Personnel Policies to be amended to reflect the current law are the (1) Code of Conduct, (2) Use of Communications System Equipment Devices, and (3) Use of Motor Vehicles. Two exceptions that are explicitly allowed under the new law are also built into the Policy: (1) Employees who are driving may call emergency services in response to an immediate threat or emergency; and (2) In the event of a Utility emergency, employees may use their phones while driving, if required to respond to said emergency. Mr. Dorminy advised that at the JWSC Safety Stand Down Day in July, staff was already educated with regard to the new law, so they are already familiar with it. The policies did not conflict with the law, but the policies are being amended to make them explicitly compliant with the law. There was some additional discussion pertaining to use of company phones, acknowledgement signatures of employees in receipt of the policies, liability, and explicit clarification within the policies for allowing the use of Bluetooth technology in vehicles.

Commissioner Harvey made a motion seconded by Commissioner Turnipseed to move that the JWSC amend the following policies to reflect the changes in the attached exhibits: 1. Code of Conduct (Exhibit 1) (See Guideline 3.Q); 2. Use of Communications Systems Equipment Devices (Exhibit 2) (See Guideline 20); and 3. Use of Motor Vehicles (Exhibit 3) (See Guideline 9.O-P), and also include terminology to include use of Bluetooth technology within the policies. Motion Carried 7-0-0.

5. Warehouse and Inventory Management Improvement Project – P. Crosby

Pam Crosby presented the recommendation for approval for building improvements and the purchase of equipment, materials and software for the Warehouse and Inventory Management Improvement Project. Inventory is located at both the Academy Creek and South Harrington warehouses. Mrs. Crosby provided the Commission with an explanation of how the current inventory management procedures and materials transactions are handled. She also provided a spreadsheet containing details of the various elements identified as needed for this project to be effective and also increase efficiency in inventory management. Discussion included breaking down the components and making the items each small projects, taking the funding for these small operational projects out of SP&M Operational Budget, and funding the software and barcode of the project out of Capital Improvement Projects Budget. An informal report on inventory discrepancies found during the process of this project was requested. It was noted that Mrs. Crosby will move forward with the project elements that will be funded through the Operations Budget, and will come back to the Commission at a later date to request approval for funding and implementation of the package for the inventory barcode system.

DISCUSSION

1. Reducing Boil Water Advisories – A. Burroughs

Andrew Burroughs presented the discussion on Reducing Boil Water Advisories to the Commission. Discussion included the reasons for a boil water advisory, procedures involved in a boil water advisory, and various statistics on boil water advisories for 2017 and 2018. Suggestions on how to reduce boil water advisories and decrease the duration of the advisories were also provided.

2. Academy Creek Odor Control Update – A. Burroughs

This item was postponed for discussion until a later date.

3. Water Bills – J. Junkin / J. Sellers

This item was postponed for discussion until a later date.

4. LS4003 Upgrades Engineering Selection Process – J. Junkin

Mr. Junkin provided a brief update on the LS4003 Upgrades Engineering Selection Process and began by reminding the Commissioners of the previously held discussion on the subject. He advised having met with the recommended firm after that discussion. That firm did offer to reduce their price to \$240k. Mr. Junkin noted that his recommendation was to approve this firm for the engineering phase of the Project, and that if the Commission did not choose to go with this recommendation, then there was an alternative recommendation to reissue the RFP and change the criteria to include strictly defined upgrades to LS4003 and strictly defined services during construction, with no alternatives allowed. Further consideration of this item was postponed and will be placed on the next agenda under the Approval section.

5. Status of Capital Projects Under Construction – T. Kline

The Commissioners were requested to review the project list as provided by Todd Kline and advise him of any questions they may have so that he may respond.

EXECUTIVE DIRECTOR'S UPDATE

Mr. Junkin advised that he and the senior staff are now having hotwash meetings after the Commission Meetings to review all of the requests made by the Commissioners and provide solutions/responses to those requests. A summary will be provided at each Commission Meeting.

CHAIRMAN'S UPDATE

Chairman Elliott commented that JWSC needs to become more customer oriented and attempt to see things from the eyes of the customer at all times. The Chairman also complimented the Commissioners on how well they have become a team.

EXECUTIVE SESSION

Chairman Elliott advised there would be an Executive Session to discuss personnel and litigation issues with a potential vote to be taken.

Commissioner Stephens made a motion seconded by Commissioner Harvey to adjourn into Executive Session to discuss personnel and litigation issues. Motion carried 7-0-0.

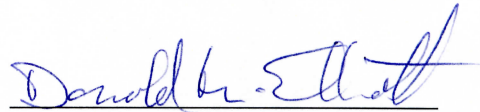
Commissioner Browning left at 5:10 p.m. to attend the Glynn County Commission Meeting.

Commissioner Stephens left at 5:40 p.m.

Return to Regular Session

Commissioner Adams made a motion seconded by Commissioner Harvey to return to Regular Session. Motion carried 5-0-2. (Commissioner Browning and Commissioner Stephens were absent for the vote.)

There being no further business, the meeting was adjourned at 5:43 p.m.


Donald M. Elliott, Chairman

Attest:


Janice Meredith,
Executive Commission Administrator



Brunswick-Glynn County Joint Water and Sewer Commission

Memo

To: Commissioners
From: Charles A. Dorminy, J.D., LL.M.
Date: August 2, 2018
Re: Bergen Woods Comprehensive Agreement

Background

Dwight Development Group, LLC (“Developer”) is seeking approval for the development of a 252 unit apartment complex called Bergen Woods at 5970 Golden Isles Parkway, Brunswick, Georgia (the “Development”). A Preliminary Plat has been filed along with a rezoning request and is awaiting approval. Currently, there is insufficient sewer capacity to serve the proposed development without additional improvements to the sewer infrastructure.

Lift stations 4105 and 4017 are existing JWSC pump stations located in the north portion of Glynn County. The JWSC Master Plan contemplates the installation of additional 15 horsepower triplex pumps and a forcemain upgrade to increase capacity within those basins. The entire project is projected as of 2016 to cost in excess of \$1,500,000.00. However, the installation of pumps and additional lift station upgrades are roughly estimated to be around \$200,000.00. The estimated Capital Improvement Fees that would be due from Bergen Woods is estimated to be approximately \$220,000.00.

The Developer submitted an unsolicited proposal (hereinafter the "Proposal") pursuant to the Policy to help address capacity shortages to support the Project. The UP was approved May 2, 2018. Thereafter, JWSC and Developer's engineer have confirmed that the LS 4107 pumps have sufficient capacity to serve the development but that the 4105 pump must be upgraded. The forcemain must also be upgraded simultaneously to account for the development's needs.

Overview of Agreement

Developer proposes to fund and contract for necessary improvements to the sewer infrastructure in order to provide for capacity for the Development. The JWSC staff has determined that the proposed Project is feasible and reasonable, and the JWSC attorney and Developer's attorney have come to terms on a Comprehensive Agreement (hereinafter the

"Agreement") wherein Developer will either 1) pay for the Project, or portions thereof, and allow JWSC to bid and manage the Project, or 2) allow JWSC to bid the Project and then Developer will manage the Project themselves. In exchange, the Utility will either reimburse Developer through applying an equivalent amount of credit toward future capital improvement fees that would otherwise be due upon the development of the Property, or simply allow the Developer to pay for the Project or a portion thereof.

The JWSC elect to upgrade LS 4107 and upsize the forcemain to a 6' or 8' at its own expense.

Motion

I hereby move that the JWSC approve the Comprehensive Agreement with the Dwight Development Group as is or to make any revisions to allow JWSC to upgrade LS 4107 and further upsize the forcemain if the staff deems appropriate.

COMPREHENSIVE AGREEMENT

This COMPREHENSIVE AGREEMENT (this "Agreement") entered this 2nd day of August, 2018, by DWIGHT DEVELOPMENT GROUP, LLC, its, successors and assigns (hereinafter "Developer"), and BRUNSWICK-GLYNN COUNTY WATER & SEWER COMMISSION, a body corporate and politic created by Local Act of the General Assembly of the State of Georgia (hereinafter "Utility").

WITNESSETH THAT:

WHEREAS, the Utility owns and operates the water and wastewater system serving customers inside the limits of the City of Brunswick and in the unincorporated portion of Glynn County, Georgia (hereinafter "System");

WHEREAS, Developer owns property within the System on the undeveloped property on the north side of Exit 38, known as "Bergen Woods" (hereinafter the "Property") and is contemplating development of the Property and desires that the Property be serviced by the System if Developer determines that development of the Property is feasible;

WHEREAS, Developer has prepared a development plan for constructing multifamily housing on the Property (the "Development Plan")

WHEREAS, Developer desires to improve the sewer infrastructure located on and serving the Property, including the installation of approximately 2650 feet of new force main in Sewer Basin 4105 from the Property to Cate Road and pump upgrades in Lift Station 4105 sufficient to allow the pumps to handle 795 gallons per minute (hereinafter the "Project");

WHEREAS, the Utility has created a uniform Unsolicited Proposal Policy (hereinafter the "Policy") through which private entities may submit proposals the Utility is not currently pursuing and to provide a mechanism through which the System may be improved with minimal concurrent cost to the Utility;

WHEREAS, the Developer submitted an unsolicited proposal dated May 1, 2018 (hereinafter the "Proposal") pursuant to the Policy to address capacity shortages to support the Project;

WHEREAS, the Utility and Developer desire to enter into this Comprehensive Agreement (hereinafter the "Agreement") wherein Developer will pay for the Project either directly or by providing funding to Utility and the Utility will reimburse Developer through applying an equivalent amount of credit toward future capital improvement fees that would otherwise be due upon the development of the Property;

WHEREAS, it is the intention of the parties hereto to enter into this Agreement to provide a statement of the respective covenants, conditions and agreements in connection with the Project;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. CONTRACT DOCUMENTS

- (a) This Agreement consists of this document and other documents which are incorporated herein by reference as though set forth fully herein as follows:
- (1) Developer's Proposal, including Addendums, if any;
 - (2) Utility Purchasing Policy;
 - (3) Utility Water and Wastewater Systems Development Procedures;
 - (4) Preliminary Engineering Report from Roberts Civil Engineering dated July 26, 2018;
 - (5) Offsite Water and Sewer Detailed Design Drawings and Construction Plans to be prepared to the mutual satisfaction of the Parties following execution of the Agreement;
- (b) In case of any conflicts, the terms and conditions set forth in this Agreement shall control over the terms and conditions of the documents incorporated herein by this Section 1, Contract Documents.

2. REPRESENTATIONS AND WARRANTIES

Developer hereby represents and warrants to Utility as follows:

- (a) **Good Standing.** Developer is a Limited Liability Company in the State of Florida, duly organized, validly existing, and in good standing under the laws of Florida and authorized to transact business in the State of Georgia, and has the power and authority to own its property and to carry on its business in each jurisdiction in which it does business, including Georgia.
- (b) **Authority and Compliance.** Developer has full power and authority to execute and deliver this Agreement and accompanying Contract Documents outlined in Section 1 above, and to incur and perform the obligations provided for therein, all of which has been duly authorized by all proper and necessary action of the appropriate governing body of Developer. To the best of its knowledge, Developer is in compliance with all laws and regulatory requirements to which it is subject.

- (c) **Binding Agreement.** This Agreement, including the other Contract Documents incorporated herein outlined in Section 1 above, executed by Developer and Utility constitute valid and legally binding obligations of Developer and Utility, their successors and assigns, enforceable in accordance with their terms.
- (d) **No Conflicting Agreements.** To the best of Developer's knowledge, there is no charter, articles, bylaw, stock provision, operating or partnership agreement, or other document pertaining to the organization, power, or authority of Developer and no provision of any existing agreement, mortgage, indenture, or contract binding on Developer or affecting its property, which would conflict with or in any way prevent the execution, delivery, or carrying out of the terms of this Agreement and the Contract Documents.
- (e) **Continuation of Representation and Warranties.** All representations and warranties made under this Agreement shall be deemed to be made at and as of the date hereof.

3. RESPONSIBILITIES

- (a) Developer shall provide to Utility the Preliminary Engineering Report, including plans sufficient to bid the Project in accordance with Utility Purchasing Policy;
- (b) Utility will solicit and review bids for the Project in accordance with the Utility Purchasing Policy;
- (c) The Scope of Work for the Project shall include the improvements as outlined in the Preliminary Engineering Report, including, but not limited to the following ("Scope of Work"):
 - 1. Phase 1: Installation and manifold of approximately 2650 feet of new force main as designated in the Preliminary Engineering Report in Sewer Basin 4105 from the Property to the existing force main on Cate Road; and
 - 2. Phase 2: Pump station upgrades, including, but not limited to, pumps, fittings and electrical paneling, in Lift Station 4105 sufficient to allow the pumps to handle 795 gallons per minute at 126 feet of tdh.
 - 3. The Phases may be completed in any order or simultaneously.
- (d) The Scope of Work shall be limited to the work identified in this Agreement, and shall not be changed unless agreed to by both Parties in writing.

- (e) In the event that Developer elects to undertake the Development Plan, Developer at its election shall either:
1. Provide funding to Utility in an amount sufficient to complete the Project up to the amount of its Capital Improvement Fees required for the Development to be used by the Utility for sole purpose of the Project in which case the Utility shall contract directly with the contractor whom Utility votes to be awarded the contract; or
 2. Developer will contract directly for the construction of the Project and in good faith enter into negotiations to contract with the contractor whom Utility votes to be awarded the contract and pay the costs to complete the Project up to the amount of its Capital Improvement Fees required for the Development. Developer may but is not required to pay costs to complete the Project in excess of its Capital Improvement Fees;
- (f) In the event Developer elects to contract and manage the Project, Developer shall manage the Project in a reasonable manner;
- (g) In the event Developer elects to contract and manage the Project, Utility shall have an opportunity to review and approve or disapprove of all change order requests;
- (h) In the event Developer elects to contract and manage the Project, and upon completion of the project, the Developer shall dedicate the improvements to Utility in accordance with the Utility Water and Wastewater Systems Development Procedures' dedication procedure;
- (i) In the event Developer elects to provide funding for the Project and Utility to contract directly for the Project, Developer shall have no obligation to manage the Project;
- (j) Utility has the right to inspect and accept or refuse to accept each phase of the Project improvements in the event the Scope of Work for such phase was not completed in accordance with the Contract Documents or to the satisfaction of the Utility;
- (k) Utility shall have the right to inspect the Project at any time;
- (l) Upon dedication of each phase of the project improvements, Utility shall apply credit as outlined in Section 4 herein toward future capital improvement fees that would otherwise become due from Developer in an amount equal to all amounts paid by the Developer and not refunded.

4. CREDIT FOR AMOUNTS PAID

- (a) All amounts paid by Developer in accordance with Section 3 above shall be credited by Utility toward future Capital Improvement Fees that would otherwise become due from Developer upon construction plan approval, and the contemporaneous opening of accounts, during the development of the Property;
- (b) In the event Developer elects to contract and manage the Project:
 - a. Developer shall submit evidence of expenses and payments upon completion of the Project, or each phase thereof;
 - b. Utility may request additional information to verify all amounts claimed;
 - c. The amount credited by Utility to Developer, and that may be redeemed by Developer shall be based on the capital improvement fee rates current as of July 5, 2018 up to the amount paid by Developer under Section 3.
 - d. In the event the cost of the Project paid by Developer exceeds its Capital Improvement Fees, Utility agrees to reimburse Developer for the cost of the Project in excess Developers Capital Improvement Fees by paying to the Developer on a quarterly basis seventy percent (70%) of all capital sewer tap fees collected for access to Sewer Basin 4105 until Developer has been fully repaid for the cost of the Project in excess of its Capital Improvement Fees.
 - e. Upon Developer redeeming the full amount of credit for the amounts paid for the Project, the Developer and remaining Property shall be subject to the rates and fees outlined in the then-current Utility Rate Resolution, as amended;
- (c) Developer may submit construction plans for review, and, have accounts opened contemporaneously upon approval, in phases and at its discretion;
- (d) Developer shall be responsible for any operational and administrative fees associated with opening of the accounts based on the Utility Rate Resolution as of the time of any construction plan approval but shall not be responsible for the installation of meters;
- (e) Once an account is opened, Developer shall be responsible for all monthly rates and fees, in accordance with the then-current Utility Rate Resolution, once an account is opened;

- (f) In no event shall Developer be entitled to reimbursement or redemption of credit in excess of the amounts paid for the Project, nor shall any credit be redeemable following expiration of the Term Date of this Agreement as defined in Section 6;
- (g) Developer and Utility hereby acknowledge that the amounts paid by Developer for the Project, and credited by Utility toward development of the Property, may not be fully recuperated or redeemed by Developer. Any credit not redeemed on or before the Term Date shall be forfeited and shall be deemed a gift to the Utility.

5. RESERVATION OF CAPACITY

Upon completion of the Project, Utility hereby agrees to reserve and guarantee sewer capacity and System access for the Property (hereinafter referred to as "Reservation of Capacity"). Prior to allowing access to the System, Developer shall obtain all approvals necessary from the Glynn County Development Department, and, further, Developer shall either redeem credit as outlined hereinabove, or pay the associated fees as outlined in the then-current Utility Rate Resolution. Upon expiration of the Term Date, the Reservation of Capacity shall cease.

6. TERM OF THE AGREEMENT:

The effective date of the Agreement shall be the date first written below (hereinafter "Effective Date"). This Agreement, including the Reservation of Capacity, shall terminate ten (10) years from the date that the Project improvements provided hereunder are first dedicated and accepted by the Utility (hereinafter the "Term Date"). The Utility shall not be liable for any further obligation to Developer following the termination of this Agreement. The Indemnification provision of this Agreement shall survive the termination of the Agreement. Termination of this Agreement will not affect the utility service of any existing single family residents on the Property.

7. INDEMNIFICATION

Developer shall indemnify, defend and hold harmless the Utility, its officers, employees, and agents from and against all actions, liabilities, claims, suits damages, losses and expenditures, liens, judgments, attorney's' fees and costs arising out of or resulting from this Agreement or the Project; provided, however, Developer shall not indemnify the Utility, its officers, employees, and/or agents for Utility's own, sole negligence.

This Section shall survive termination of this Agreement.

8. ENFORCEABILITY

Utility hereby warrants and agrees that this Agreement shall be entered into the minutes of the Utility, and shall be binding and enforceable upon Utility and Developer and its

successors and assigns. To the extent necessary, the adoption of this Agreement by Utility shall be deemed an express waiver of any legal immunities that may apply to Utility with respect to this Agreement or the Project.

9. MODIFICATION OF AGREEMENT

Any modification, alteration, or change to this Agreement, including but not limited to, modification of the Scope of Work for the Project and extension of the Term Date shall be made by written amendment to this Agreement and executed by the parties.

10. WAIVER

The failure of either party at any time to enforce or require performance of any provision hereof shall in no way operate as a waiver of, or affect the rights of, such party at a later time to enforce the same. No waiver by either party of any condition or the breach of any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or a waiver of any other condition or of any breach of any other provision contained in this Agreement.

11. TERMINATION OF AGREEMENT

Developer may terminate this Agreement, without cause, by giving written notice to Utility thirty (30) calendar days before the effective date of such termination. Upon termination by Developer, the amounts paid by Developer and redemption of the same shall be forfeited and no further redemption may be had. Further, upon termination by Developer, the Reservation of Capacity shall cease.

Utility may terminate this Agreement only upon a material breach of this Agreement by Developer which Developer fails to cure within thirty (30) days following Developer's receipt of written notice of said breach from Utility. Upon termination by Utility, any amounts paid by Developer and not refunded that have not been redeemed, shall be immediately payable along with 10% interest.

12. NOTICES

- (a) All notices, approvals, consents, requests, demands, claims or other communications shall be in writing (collectively referred to as "Notice").
- (b) It shall be sufficient service of any Notice if the same shall be delivered or mailed by first class registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) If to Developer: Tom Purdie

Dwight Development Group, LLC
2024 Hershel Street
Jacksonville, FL 33204

With a copy to: James L. Robert, IV
Roberts Tate, LLC
2487 Demere Road
Suite 400
PO Box 20828
St. Simons, Georgia 31520

(2) If to Utility: Jimmy Junkin
Executive Director
Brunswick – Glynn County Joint Water
and Sewer Commission
1703 Gloucester Street
Brunswick, Georgia 31520

With a copy to: Charles Dorminy, J.D., LL.M.
JWSC Attorney
Hall Booth Smith, P.C.
3528 Darien Highway, Suite 300
Brunswick, Georgia 31525

- (c) Any Notice hereunder shall be deemed to have been given or made as of the time of actual delivery or, in the case of mailing, when the same should have been received in due course of posting. Any notice by facsimile transmission shall be deemed to have been given or made upon receipt and if verified by the facsimile apparatus that the transmission was, in fact, sent, including the number to which the facsimile was sent, and the time and date it was transmitted successfully.
- (d) The parties hereto may, by Notice given hereunder, designate any different address to which subsequent Notices shall be sent or the person to whose attention the same shall be directed.

13. ENTIRE AGREEMENT: BENEFIT TO PARTIES

- (a) This Agreement and any attached exhibit(s) constitute the entire agreement between the parties hereto: no prior written promises, or contemporaneous or subsequent oral promises or representations shall be binding.
- (b) With the exception of rights expressly conferred herein, nothing expressed or mentioned in or implied herein is intended or shall be construed to give to any person other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect hereto. Nor shall any agreement or

condition or provision herein contained be construed as creating any debt against Developer or Utility in favor of any third person, except the Parties' successors and assigns. This Agreement and the covenants, conditions and provisions hereof are intended to be used for the sole and exclusive benefits of the parties hereto and their successors and assigns.

14. ASSIGNMENT

Developer's rights and duties under this Agreement shall be freely assignable without need for the consent of the Utility. Specifically, the Parties hereto acknowledge that Developer may desire to sell the Property or portions thereof in the future, and Utility agrees and acknowledges that any rights Developer has under this Agreement shall be freely assignable and transferable to any such purchaser. As defined above, the term "Developer" includes Developer and its successors and assigns.

15. GOVERNING LAW

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

16. TIME IS OF THE ESSENCE

Time is of the essence in fulfilling all terms and conditions of this Agreement.

17. EXECUTION IN COUNTERPARTS

This Agreement may be simultaneously executed in two counterparts, each of which shall be an original and which shall constitute one and the same instrument.

18. MISCELLANEOUS PROVISIONS

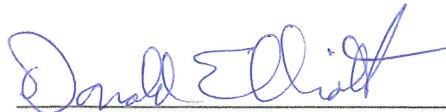
- (a) Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Agreement.
- (b) The foregoing "whereas" clauses are hereby incorporated into this Agreement and made a part thereof.

19. CONDITION PRECEDENT TO OBLIGATIONS UNDER AGREEMENT

In the event that Developer determines that its Development Plan is not feasible and elects not to develop the Property, Developer shall be relieved of all obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names under seal, all by their fully authorized officers or agents as written below.

**BRUNSWICK – GLYNN COUNTY
WATER AND SEWER COMMISSION**



Donald Elliott, Chairman



Jimmy Junkin, Executive Director

DWIGHT DEVELOPMENT GROUP LLC



By: Thomas J. Purdie
its Agent

Bergen Woods Preliminary Engineering Report for Offsite Sewer Improvements

Glynn County, GA

Original Issue 07-26-2018



Prepared by:



301 Sea Island Road Suite 10, St Simons, GA 31522 912-638-9681 Office 912-289-0339 Fax



**Bergen Woods
Preliminary Engineering Report
for Offsite Sewer Improvements**

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Appendix B: Lift Station 4107 Data

Appendix C: Lift Station 4105 Data

Appendix D: Force Main Sizing and Bergen Woods Flow Data

Appendix E: Proposed Lift Station 4105 Pump Curve

Appendix F: Opinion of Probable Cost



**Bergen Woods
Preliminary Engineering Report
for Offsite Sewer Improvements**

1.0 Introduction

The Bergen Woods project proposes 252 apartments at 5970 Golden Isles Parkway approximately one mile north of the I-95 interchange in Glynn County, Georgia. The site plan was submitted to Glynn County Community Development for conceptual review in April, 2018. Upon the review of the conceptual plan, the Brunswick-Glynn Joint Water and Sewer Commission (BGJWSC) notified Roberts Civil Engineering that downstream sewer infrastructure upgrades are necessary to accommodate 252 new apartment units. As a result, the developer and BGJWSC entered into an Unsolicited Proposal Agreement on May 3, 2018 for downstream improvements to accommodate the Bergen Woods project as outlined in the following report.

2.0 Design Parameters from BGJWSC

The initial Unsolicited Proposal Agreement authorized BGJWSC staff to review the existing sewer data and point out the lift stations and/or force mains that would need to be upgraded. Meetings were held with BGJWSC personnel, Roberts Civil Engineering, and the developer's representative to discuss the areas requiring upgrades. During the meetings, BGJWSC requested evaluations on the following downstream concerns.

1. Force main on Golden Isles Parkway
2. Lift Station 4107 Capacity



**Bergen Woods
Preliminary Engineering Report
for Offsite Sewer Improvements**

3. Lift Station 4105 Capacity

An analysis was performed on each of the three downstream concerns to determine the appropriate size and cost of the necessary upgrades.

3.0 Existing System

Public sewer exists across the street from the project site with a 2” diameter force main located on the west side of Golden Isles Parkway. The existing force main discharges into a gravity manhole on Cate Road where the effluent is routed to Lift Station 4107 and then to Lift Station 4105. Refer to Appendix A for a map referencing the locations of the aforementioned force main and lift stations. Refer to Appendix B for the existing data for Lift Station 4107 and Appendix C for existing data for Lift Station 4105.



**Bergen Woods
Preliminary Engineering Report
for Offsite Sewer Improvements**

4.0 Analysis

4.1 New Force Main on Golden Isles Parkway

The existing 2” force main is not large enough to accommodate the Bergen Woods peak flow so an additional force main is proposed from the Bergen Woods project site along Golden Isles Parkway connecting to the nearest gravity manhole located on Cate Road. A system curve was developed as shown in Appendix D to size the 2650 linear foot 4” PVC force main.

4.2 Lift Station 4107

A draw down test was performed on Lift Station 4107 by BGJWSC and RCE personnel on July 9, 2018 to determine the flow rates from the existing pumps. The draw down revealed that Pump 1 is operating at 598 gallons per minute and Pump 2 is operating at 747 gallons per minute (see Appendix B). Note that the two pumps should operate at the same or nearly the same flow rate. It appeared that Pump 1 may need maintenance in order to increase its output to the same level as Pump 2. For the purpose of the analysis, the Pump 2 flowrate was used. In order to determine if pump upgrades are necessary, the existing flow rates are compared with the peak flow plus the added peak flow from Bergen Woods.

BGJWSC requested that the peak flow for Lift Station 4107 be 398 gpm plus the peak flow from Bergen Woods (205 gpm) for a combined peak flow of 603 gpm. Refer to Appendix D for the peak flow calculations for Bergen Woods. Pump 2 in Lift Station



**Bergen Woods
Preliminary Engineering Report
for Offsite Sewer Improvements**

4107 currently pumps 747 gpm which adequately meets the required demand including the build out of Bergen Woods, so no pump upgrade should be required for this station.

4.3 Lift Station 4105 Upgrades

Lift Station 4105

A draw down test was performed on Lift Station 4105 by BGJWSC and RCE personnel on July 18, 2018 to determine the flow rates from the existing pumps. The draw down revealed that Pump 1 was not operational, and Pump 2 was not seated properly. Pump 2 operated at 420 gallons per minute at 55 feet of head, but the flow was diminished since the pump was not seated properly. BGJWSC Sr. Engineer Todd Kline asked for Roberts Civil Engineering to extrapolate the theoretical existing flowrate from the published pump curve for the existing pumps which was determined to be 590 gpm as shown in Appendix C.

According to BGJWSC, the Master Plan shows a peak demand at Lift Station 4107 of 667 gpm which currently places the station at a deficit of 77 gallons per minute. Since a deficit exists, BGJWSC requested that the peak flow equal 590 gpm plus the Bergen Woods peak flow (205 gpm) for a total of 795 gallons per minute. The proposed pumps must result in a flow rate equal to or greater than 795 gallons per minute so the recommended upgrade is the Wilo FA15.66E 50 HP 460 V duplex pumps. Refer to Appendix E for the Wilo pump curve indicating an expected operating point of 800 gpm which meets the requirement of 795 gpm.



**Bergen Woods
Preliminary Engineering Report
for Offsite Sewer Improvements**

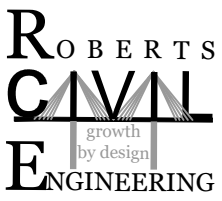
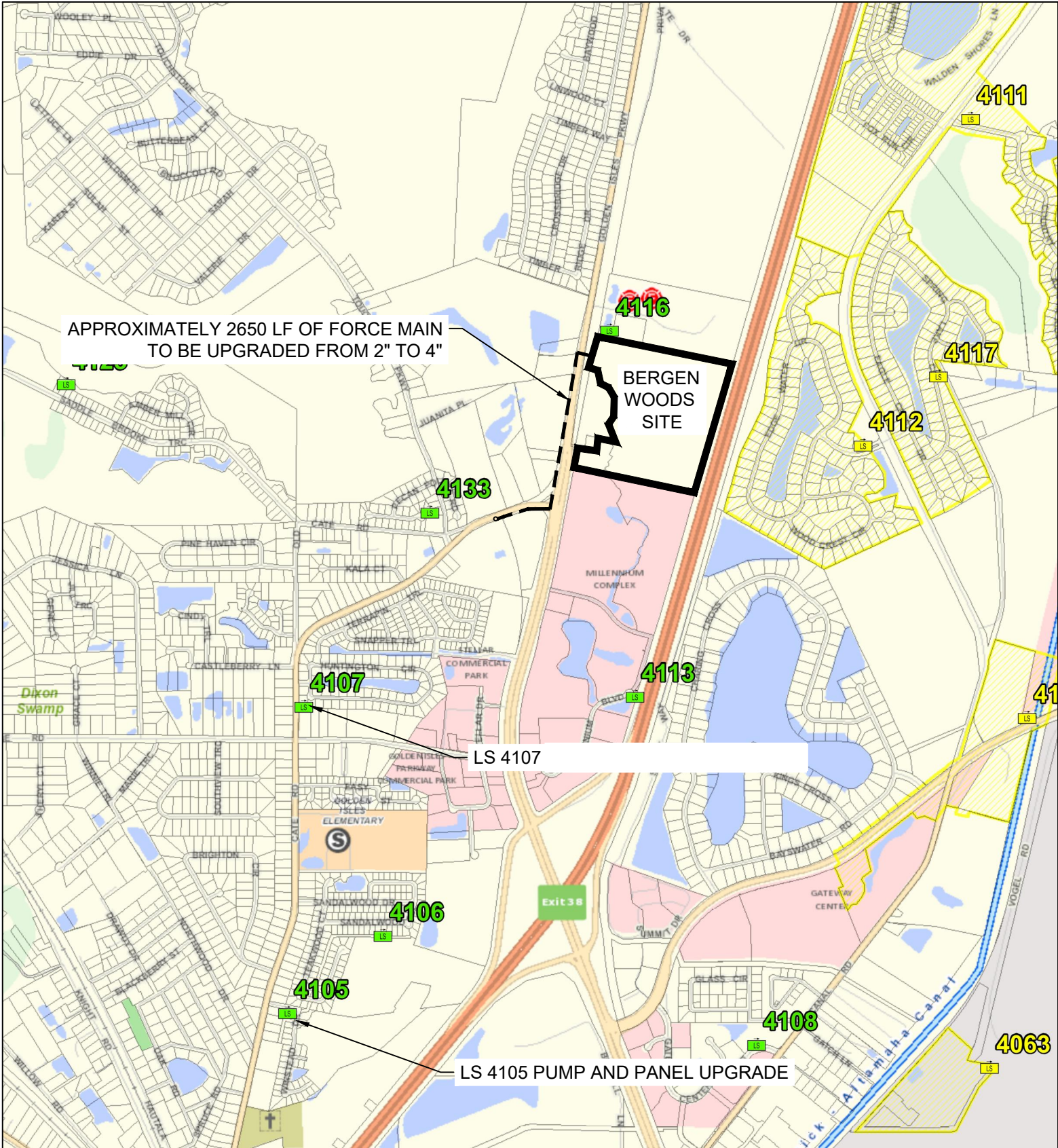
5.0 Opinion of Probable Cost

The opinion of cost is \$211,260 for the force main upgrade and the Lift Station 4105 upgrade as shown in detail in Appendix F.

6.0 Conclusion

The Bergen Woods project consists of 252 new apartments on Golden Isles Parkway in Glynn County, Georgia. The Brunswick Glynn Joint Water and Sewer Commission (BGJWSC) has reviewed the site and the infrastructure and requested downstream sewer improvements. The analysis recommends upgrades to the force main on Golden Isles Parkway and to Lift Station 4105. The report has sized the proposed upgrades and provided an opinion of cost for the improvements.

Appendix A
Overall Map



ROBERTS CIVIL ENGINEERING
 301 SEA ISLAND ROAD, SUITE 10
 ST. SIMONS, GA 31522
 912-638-9681 OFFICE
 912-289-0339 FAX

**BERGEN WOODS
 LIFT STATION UTILITY UPGRADES**

OVERALL PLAN

DATE: 2018-07-17
 DRAWN BY: JCM
 CHECKED BY: JDR
 PROJECT NO.: 17108
 SCALE: NTS

PREPARED FOR:
 DWIGHT DEVELOPMENT GROUP

Appendix B
Lift Station 4107 Data



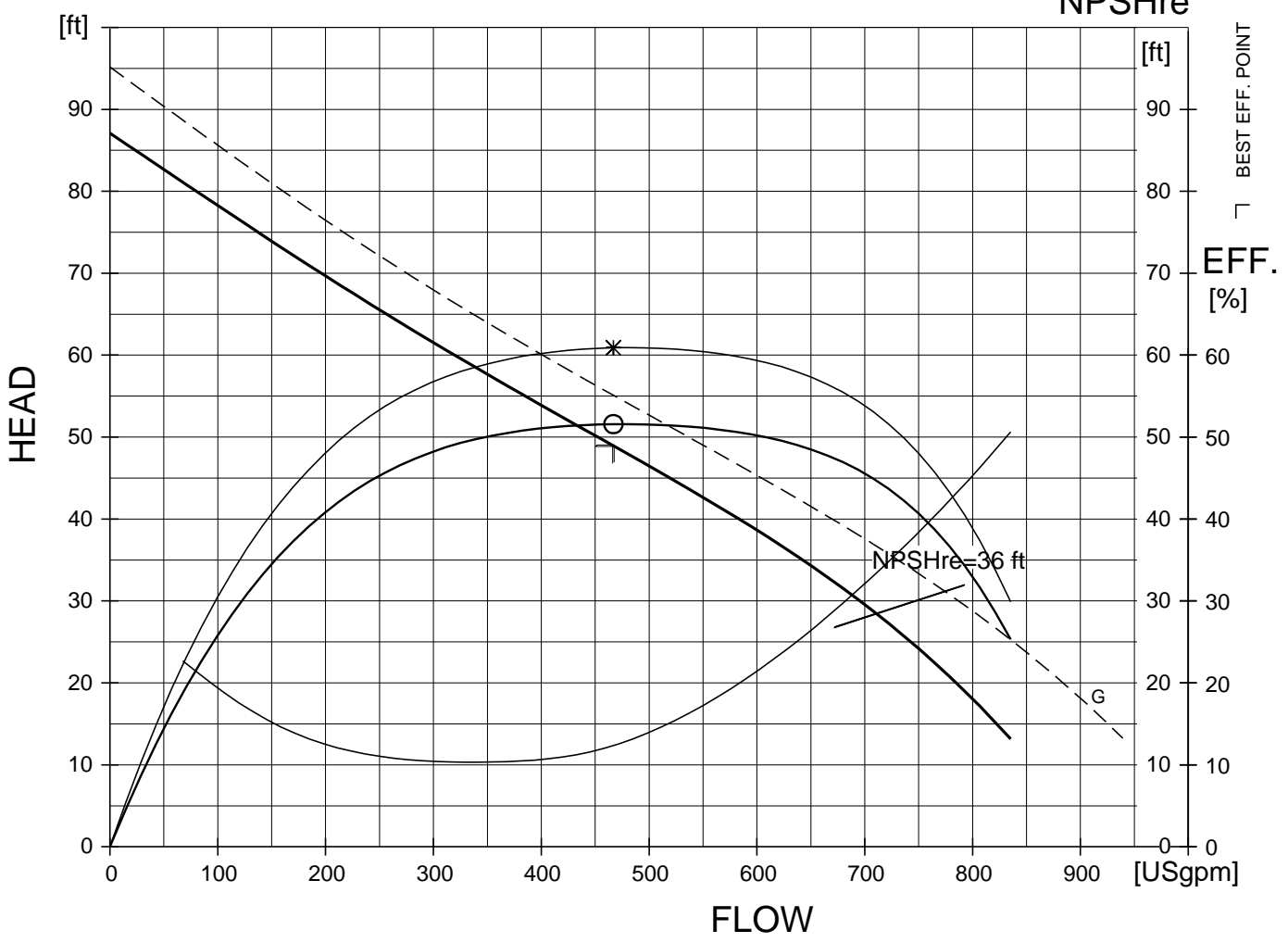
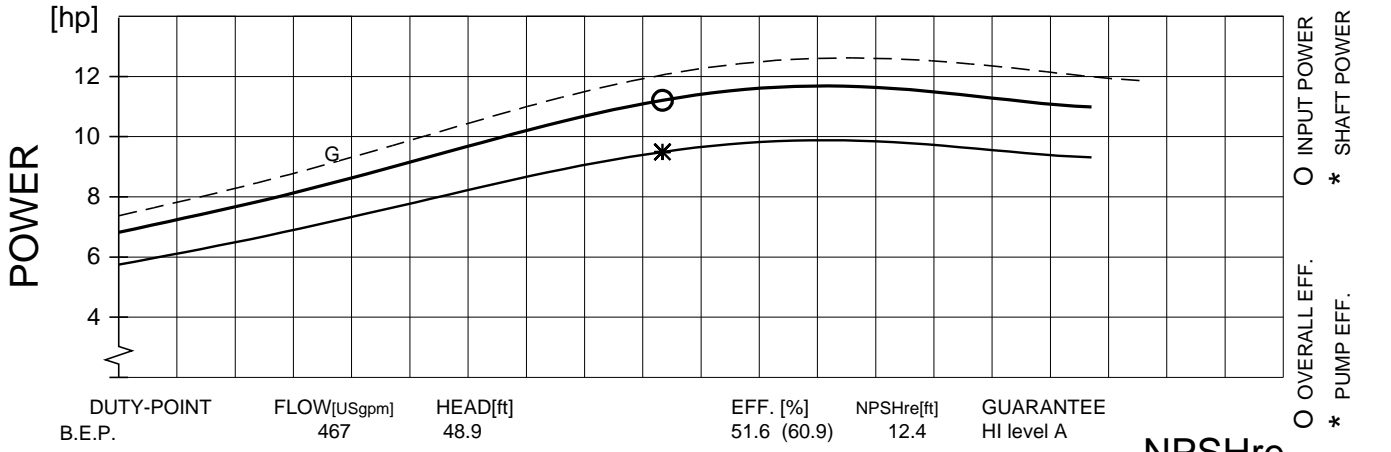
PERFORMANCE CURVE

PRODUCT	TYPE
CP3127.181	HT
CURVE NO	ISSUE
63-483-00-3702	1

DATE	PROJECT
2013-12-03	

POWER FACTOR	1/1-LOAD	3/4-LOAD	1/2-LOAD	RATED POWER	10	hp
EFFICIENCY	0.89	0.87	0.81	STARTING CURRENT ...	128	A
MOTOR DATA	---	---	---	RATED CURRENT ...	25	A
COMMENTS	INLET/OUTLET			RATED SPEED	1735	rpm
	-/ 4 inch			TOT.MOM.OF INERTIA ...	0.12	kgm2
	IMP. THROUGHLET			NO. OF BLADES	1	
	3.0 inch					

IMPELLER DIAMETER			
228 mm			
MOTOR #	STATOR	REV	
21-12-4AL	12Y//	11	
FREQ.	PHASES	VOLTAGE	POLES
60 Hz	3	230 V	4
GEARTYPE		RATIO	
---		---	



FLYPS3.1.5.8 (20060531)

NPSHre = NPSH3% + min. operational margin
 Performance with clear water and ambient temp 40 °C

GUARANTEE BETWEEN LIMITS (G) ACC. TO
HI level A

Appendix C
Lift Station 4105 Data



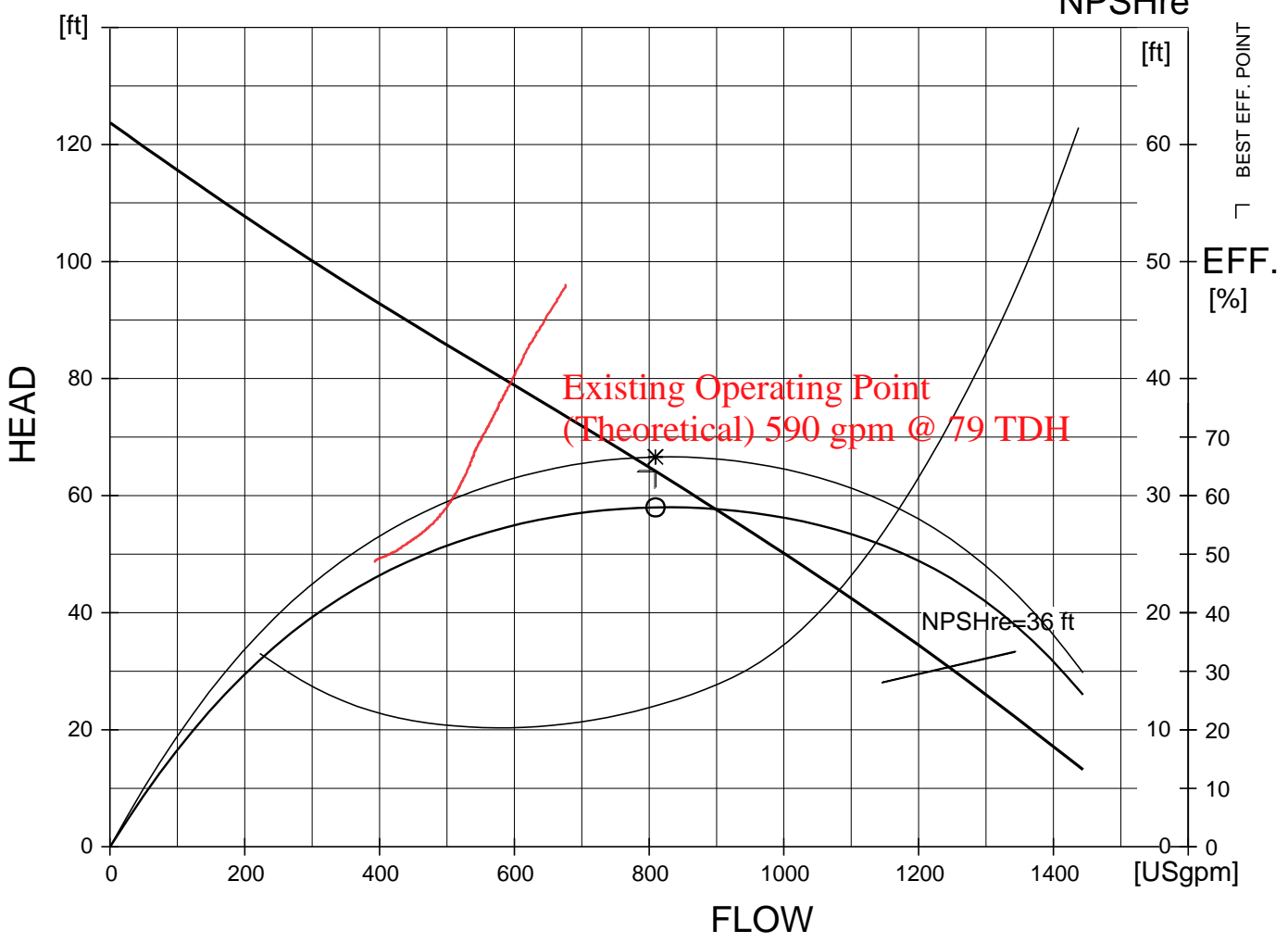
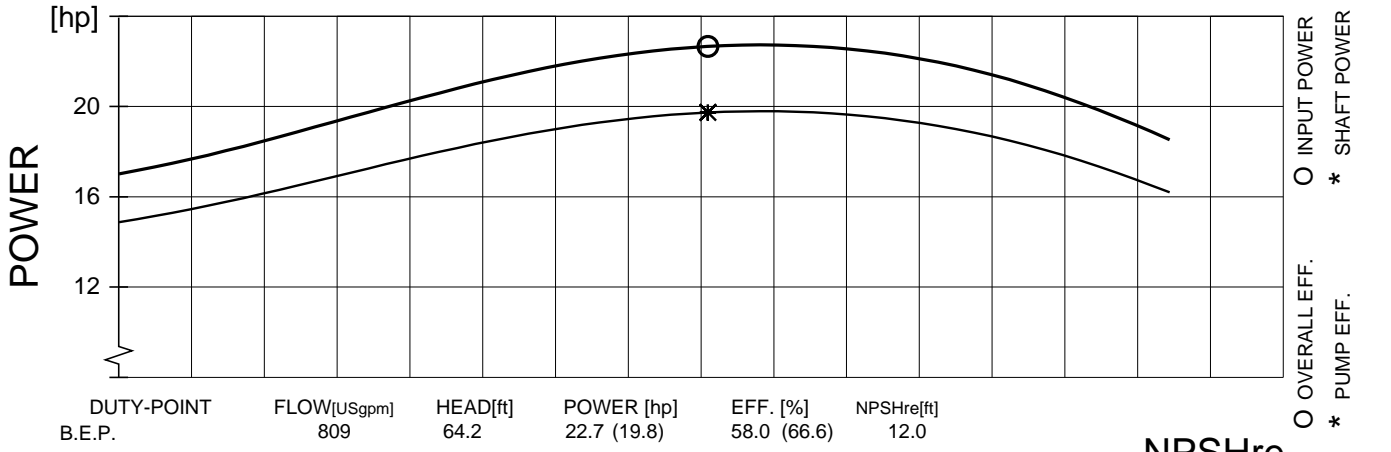
PERFORMANCE CURVE

PRODUCT	TYPE
CP3152.181	HT
CURVE NO	ISSUE
63-454-00-5350	4

DATE	PROJECT
2015-03-10	

	1/1-LOAD	3/4-LOAD	1/2-LOAD	RATED POWER	20	hp
POWER FACTOR	0.84	0.79	0.69	STARTING CURRENT ...	142	A
EFFICIENCY	87.0 %	87.0 %	86.0 %	RATED CURRENT ...	26	A
MOTOR DATA	---	---	---	RATED SPEED	1750	rpm
COMMENTS	INLET/OUTLET			TOT.MOM.OF	0.24	kgm2
	-/ 6 inch			INERTIA ...		
	IMP. THROUGHLET			NO. OF	1	
				BLADES		

IMPELLER DIAMETER			
275 mm			
MOTOR #	STATOR	REV	
25-15-4AA	12YSER	11	
FREQ.	PHASES	VOLTAGE	POLES
60 Hz	3	460 V	4
GEARTYPE		RATIO	
---		---	



FLYPS3.1.5.8 (20060531)

NPSHre = NPSH3% + min. operational margin
 Performance with clear water and ambient temp 40 °C

	HI B Curve
--	------------

Appendix D

Force Main Sizing and Bergen Woods Peak Flow

System Curve Calculations
 Bergen Woods
 Date: 2018-07-26

System Characteristics:

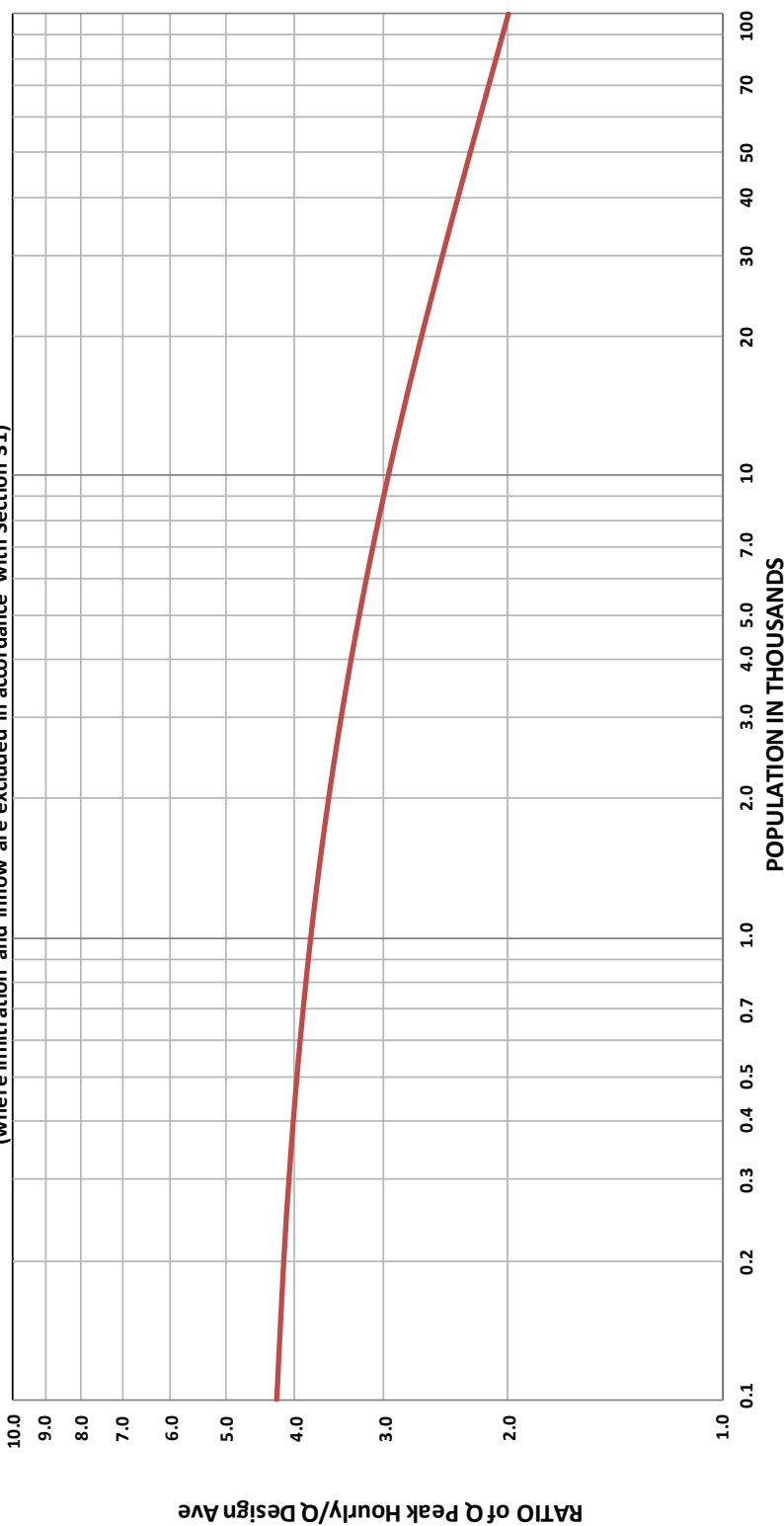
D (Pipe Diameter in ft)	0.33	4
C (Roughness Coefficient)	120	
L (Length of Pipe in ft)	2573	
Static Head (ft)	10	

Hazen-Williams Formula

Friction Headloss: $h = (3.022 * v^{1.85} * L) / (C^{1.85} * D^{1.17})$

Q (flow in gpm)	Velocity (ft/sec)	h	Static Head	TDH
200	5.11	81.83	10	91.83
201	5.13	82.59	10	92.59
202	5.16	83.35	10	93.35
203	5.19	84.12	10	94.12
204	5.21	84.89	10	94.89
205	5.24	85.66	10	95.66
206	5.26	86.43	10	96.43
207	5.29	87.21	10	97.21
208	5.31	87.99	10	97.99
209	5.34	88.78	10	98.78
210	5.36	89.56	10	99.56
211	5.39	90.35	10	100.35
212	5.42	91.15	10	101.15
213	5.44	91.94	10	101.94
214	5.47	92.74	10	102.74
215	5.49	93.55	10	103.55

FIGURE 1
RATIO OF PEAK HOURLY FLOW TO DESIGN AVERAGE FLOW
 (where infiltration and inflow are excluded in accordance with Section 3.1.)



Q peak hourly: Maximum Rate of Wastewater Flow (Peak Hourly Flow)
 Q design ave: Design Average Daily Wastewater Flow

Source: $Q \text{ Peak Hourly}/Q \text{ Design Ave} = \frac{18 + \sqrt{P}}{4 + \sqrt{P}}$ (P= population in thousands)

Fair, G. M. and Geyer, J. C., "Water Supply and Waste-water Disposal"
 1st Ed., John Wiley & Sons, Inc., New York (1954), p. 136

Peak Flow Calculation
 Project: Bergen Woods
 Date: 2018-07-26

Step 1: Determine Population

Qty	Units	People Per Unit	Population In Thousands (P)
252	Apartments	2.6	0.6552

Step 2: Determine Peaking Factor

Fair Geyer Equation from 10 States Standards

$$Q = (18 + (P)^{0.5}) / (4 + (P)^{0.5})$$

Q 3.91

Step 3: Determine Average Daily Flow

Qty	Units	Daily Flow Per Unit	Total Average Flow
252	Apartments	300	75600

Step 4: Determine Peak Flow

Average Flow (gpm)	Peaking Factor	Peak Flow (gpm)
52.5	3.91	205

Appendix E

Proposed Lift Station 4105 Pump Curve

Project: Brunswick / Glynn County
 Project number: LS 4105

Created on: 2018-07-26
 Created by: J. Stanford - Tencarva



Technical data
 Submersible sewage pump

FA 15.66E

with motor
 FKT 27.1-4/28KEx

Pump						
Pump type	FA 15.66E			Installation type	Suspension device	
Impeller Ø	max. possible	13.4	inch	Free passage	DN150L/2RK	
	standard	340	mm		3.1	inch
	designed	13.2	inch	Suction port	Pressure rating	PN10
	min. possible	10.2	inch		Rated diameter	DN150
Nominal speed	1740	1/min	Standard	EN1092-2-S		
Frequency	60	Hz		Pressure rating	PN10	
Impeller type	Single-channel			Discharge port	Rated diameter	DN150
Impeller construction	Closed				Standard	EN1092-2-D
Weights						
Weight of pump end	max. 321.9	lb	Weight of unit	max. 1181.7	lb	
Weight of motor	859.8	lb				
Materials						
Pump housing	EN-GJL-250					
Stationary wear ring	1.4308					
Impeller	EN-GJL-250					
Mobile wear ring	1.4462/1.4470					
Motor						
Motor name	FKT 27.1-4/28KEx			Number of poles	4	
Rated power	50	hp	Rated speed	1740	rpm	
Power input with rated power				65	hp	
Rated voltage				460 ~3	V	
Current input with rated power				65	A	
Efficiency with rated power				88	%	
cos phi with rated power	0.82		Rated frequency	60	Hz	
cos phi with starting				Operation type wet	S1	
Starting current, direct starting	380	A	Operation type dry	S1		
Starting current, star-delta	125	A	Max. fluid temperature	104	°F	
Starting torque	354	lbf ft	Starts per hour max.	15		
Inertia moment	4.0341	lb ft ²	Degree of protection	IP 68		
Sel. explosion protection	FM			Ex-number	-	
Ex-designation	FM					
Motor connection cable				4x16 + 7x1,5 NSSHÖU		
Duty point data						
Volume flow	800	US g.p.m.	Fluid	Water, pure		
Head	128	ft	Required pump NPSH	7.2	ft	
Shaft power	P ₂	42	hp	Speed	1749	rpm
Pump efficiency	62.2	%	Total efficiency	= $\frac{P_2 * \text{Pump efficiency}}{P_1}$		
Power input	P ₁	47				hp
Item no.						

Technical data

with motor

Submersible sewage pump

FA 15.66E

FKT 27.1-4/28KEx

Tender text

Submersible Sew age Pump as submersible, single-stage block unit in stationary, vertical installation to pump untreated sewage which doesn't attack the pump neither chemically nor mechanically. Pump with radially arranged discharge piece and axial pump intake. Service-friendly design by separated motor and pump casing. Pumping values to be guaranteed as per ISO 9906 Annex A

Submersible motor in pressure-tight design, with internal, sealed active circulation cooling with highly efficient heat exchanger, WILOEMU-double mechanical shaft seal in block design, as well as separate sealing chamber and additional leakage chamber with float control. Motor chamber dry, cooling cycle with water/glycol filling. Motor sealing at the shaft by a double, wear-resistant mechanical shaft seal independent of the direction of rotation entirely made of silicon-carbide as closed unit, in stainless steel sealing cartridge and additional radial seal. Both seals are cooled and lubricated by medical white oil or by water/glycol on customer's request.

The motor chamber is equipped with connecting terminals. Protection of the motor winding by temperature switches installed.

Both ball bearings are maintenance-free, filled with high-quality grease and sealed with additional sealing elements.

All outside casing parts are made of cast iron, shaft and connecting elements are made of stainless steel.

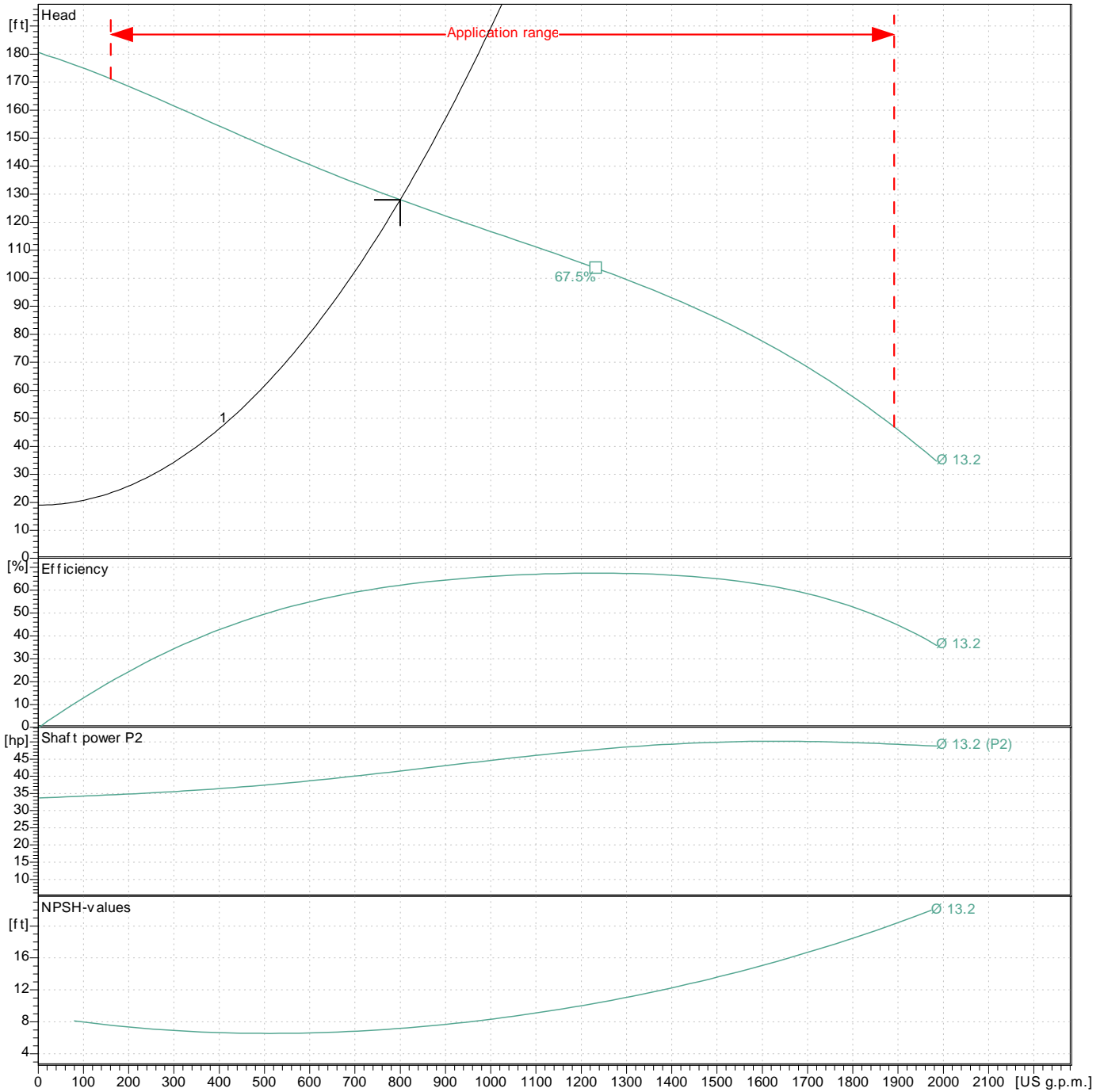
The motor is suitable for continuous operation (S1) under full load in submerged and completely emerged condition.

Performance curves
 Submersible sewage pump

FA 15.66E

with motor
 FKT 27.1-4/28KEx

Power data referred to: Water, pure [100%] ; 68°F; 62.315lb/ft³; 1.0768E-5ft²/s
 Tolerance as per ISO 9906 / Annex A.2



Pump			Duty point data		
Impeller Ø	designed	13 ³ / ₁₆ inch	Volume flow	800	US g.p.m.
Nominal speed		1740 rpm	Head	128	ft
Frequency		60 Hz	Shaft power P ₂	42	hp
Impeller type		Single-channel	Pump efficiency	62.2	%
	Motor		Power input P ₁	47	hp
Rated power	50	hp	Required pump NPSH	7.2	ft
Sel. explosion protection	FM		Speed	1749	rpm

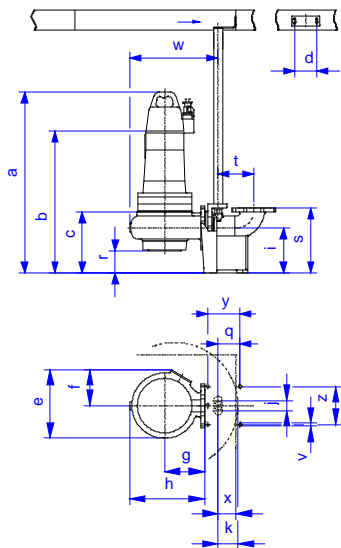
Technical data

with motor

Submersible sewage pump

FA 15.66E

FKT 27.1-4/28KEx



Dimensions in inch				Connections
a	64 ¹¹ / ₁₆	r	5 ³ / ₈	Suction port
b	47 ¹⁵ / ₁₆	s	18 ⁵ / ₁₆	DN150
c	15 ⁵ / ₈	t	8 ¹¹ / ₁₆	PN10
d	4 ⁵ / ₁₆	v	3/4	Discharge port
e	21	w	29 ¹¹ / ₁₆	
f	11 ³ / ₈	x	3 ⁹ / ₁₆	DN150
g	15 ³ / ₄	y	8 ¹ / ₄	PN10
h	26 ¹ / ₄	z	9 ⁷ / ₁₆	Suspension device DN150L/2RK
i	12 ⁵ / ₈			
j	1 ¹⁵ / ₁₆			
k	3 ³ / ₄			
q	5 ⁷ / ₈			

System Curve Calculations

LS 4105

Date: 2018-07-26

System Characteristics:

D (Pipe Diameter in ft)	0.67	8
C (Roughness Coefficient)	120	
L (Length of Pipe in ft)	7725	
LE (Equivalent Length of Pipe)	0	
Static Head (ft)	19	

Hazen-Williams Formula

Friction Headloss: $h = (3.022 * v^{1.85} * L) / (C^{1.85} * D^{1.17})$

Q (flow in gpm)	Velocity (ft/sec)	h	Static Head	TDH
400	2.55	30.29	19	49.29
410	2.62	31.70	19	50.70
420	2.68	33.15	19	52.15
430	2.75	34.62	19	53.62
440	2.81	36.13	19	55.13
450	2.87	37.66	19	56.66
460	2.94	39.23	19	58.23
470	3.00	40.82	19	59.82
480	3.07	42.44	19	61.44
490	3.13	44.09	19	63.09
500	3.19	45.77	19	64.77
510	3.26	47.48	19	66.48
520	3.32	49.21	19	68.21
530	3.38	50.98	19	69.98
540	3.45	52.77	19	71.77
550	3.51	54.59	19	73.59
560	3.58	56.44	19	75.44
570	3.64	58.32	19	77.32
580	3.70	60.23	19	79.23
590	3.77	62.16	19	81.16
600	3.83	64.13	19	83.13
610	3.90	66.12	19	85.12
620	3.96	68.14	19	87.14
630	4.02	70.19	19	89.19
640	4.09	72.26	19	91.26
650	4.15	74.36	19	93.36
660	4.22	76.49	19	95.49
670	4.28	78.65	19	97.65
680	4.34	80.84	19	99.84
690	4.41	83.05	19	102.05
700	4.47	85.29	19	104.29
710	4.53	87.56	19	106.56
720	4.60	89.85	19	108.85
730	4.66	92.17	19	111.17
740	4.73	94.52	19	113.52
750	4.79	96.90	19	115.90
760	4.85	99.30	19	118.30
770	4.92	101.74	19	120.74
780	4.98	104.19	19	123.19
790	5.05	106.68	19	125.68
800	5.11	109.19	19	128.19
810	5.17	111.73	19	130.73
820	5.24	114.29	19	133.29
830	5.30	116.89	19	135.89

Appendix F



Opinion of Probable Cost

Bergen Woods Unsolicited Proposal

Prepared by Roberts Civil Engineering, PC

Date: 2018-07-26

Category	Description	Quantity	Unit	Unit Price	Amount
Force Main Upgrade	Mobilization	1	LS	4000.00	\$ 4,000.00
	Force main 4" (Trenched)	2290	LF	14.00	\$ 32,060.00
	Force main 4" (Bored)	240	LF	50.00	\$ 12,000.00
	Force main 4" with 8" Steel Casing Under Golden	120	LF	120.00	\$ 14,400.00
	Connect to Existing Manhole	1	EA	3500.00	\$ 3,500.00
	Route Survey	1	EA	3500.00	\$ 3,500.00
	Engineering Construction Plans	1	EA	12500.00	\$ 12,500.00
	Engineering Utility Report for EPD Sewer Extensi	1	LS	7500.00	\$ 7,500.00
	Staking	1	EA	3500.00	\$ 3,500.00
Subtotal Force Main Upgrade					\$ 92,960.00
Pump Station Upgrade	Pump and Panel (Duplex)	1	EA	60300.00	\$ 60,300.00
	Pump and Panel Installation	1	EA	40000.00	\$ 40,000.00
	Electrical Installation	1	EA	5000.00	\$ 5,000.00
	Pump By Pass	1	LS	5500.00	\$ 5,500.00
	Engineering Report to be used in Bidding	1	LS	7500.00	\$ 7,500.00
	Subtotal Pump Station Upgrade				
Total					\$ 211,260.00



Brunswick-Glynn County Joint Water and Sewer Commission

Memo

To: Commissioners
From: Charles A. Dorminy, J.D., LL.M.
Date: August 2, 2018
Re: Amendment of Policy to Comply with Hands-Free Law

Background

As of July 1st, "The Hands-Free Georgia Act" has come into effect. This recent legislation made significant changes to the use of electronic devices by drivers. In essence, drivers in Georgia are no longer able to hold electronic devices, and must use "hands-free" technology, such as phone mounts and Bluetooth.

In an effort to ensure JWSC employees are complying with this change to Georgia law, the JWSC would benefit from implementing changes to its employee policy. The changes below will reflect the current JWSC policy of requiring that employees safely pull over before using mobile devices. Two exceptions to that general rule are built into the policy. (1) Employees who are driving may call emergency services in response to an immediate threat or emergency. (2) In the event of a utility emergency, employees may use their phones while driving, if required to respond to said emergency. These two exceptions are explicitly allowed under the new law, however, they may only be exercised if it is safe to do so.

Three separate policies require changes to reflect the current law, (1) Code of Conduct, (2) Use of Communications Systems Equipment Devices, and (3) Use of Motor Vehicles.

Proposed Additions

1. Code of Conduct

"Disciplinary action may be initiated as management deems appropriate including, but not limited to, cases involving any one of the following types of misconduct...

3. Safety...

Q. Operating a vehicle while using or holding a wireless telecommunications or stand-alone electronic device. Proper emergency use of such device, as provided by law, shall not violate this section."

2. Use of Communications Systems Equipment Devices

"Practice Guidelines...

20. Improper use of any electronic communications equipment will result in disciplinary action up to and including termination of employment. Improper use includes, but is not limited to, operating a vehicle while using or holding a wireless telecommunications or stand-alone electronic device. Proper emergency use of such device is permitted."

3. Use of Motor Vehicles

"9. Inspection, Use, Care and Maintenance of Vehicles: Following are standards of practice governing JWSC employees when using or are responsible for JWSC vehicles or motorized equipment...

O. Employees shall not use wireless telecommunications devices or stand-alone electronic devices while operating a vehicle. Employees should safely and legally park their vehicle before holding or operating their wireless telecommunication or stand-alone electronic device. Examples of such devices include, but are not limited to, cell phones, Global Positioning Systems, MP3 players, and Personal Digital Assistants. This policy does not prevent the safe and lawful use of radio systems built into vehicles.

P. Notwithstanding Section O, an on-duty JWSC employee may use a telecommunication device or stand-alone electronic device while operating a vehicle, if necessary to respond to a utility emergency. However, employees shall not use such a device, in any circumstance, if it distracts them from safely driving their vehicle. Additionally, Section O shall not prevent an employee from notifying emergency services of an immediate and serious traffic or safety hazard."

Motion

I hereby move that the JWSC amend the following policies to reflect the changes in the attached exhibits:

1. Code of Conduct (Exhibit 1) (See Guideline 3.Q)
2. Use of Communications Systems Equipment Devices (Exhibit 2) (See Guideline 20)
3. Use of Motor Vehicles (Exhibit 3) (See Guideline 9.O-P)

[SEE ATTACHMENTS]

SECTION 7.3

CODE OF CONDUCT

STANDARD

The Code of Conduct is intended to be guidelines for the safe and efficient operation of the JWSC. They are not absolute, inflexible rules, but must be tempered with common sense on the part of JWSC employees. In the absence of a reasonable basis for departure from the guidelines, failure to perform and behave according to the Code of Conduct will result in corrective and/or disciplinary action, up to and including termination of employment. Degrees of discipline may be used to ensure that the employee has the opportunity to correct or improve his or her job performance. Disciplinary action may be initiated as management deems appropriate including, but not limited to, cases involving any one of the following types of misconduct. When instances arise of unacceptable conduct not listed below, the JWSC may find it necessary and appropriate to initiate disciplinary proceedings in accordance with policies and procedures contained in JWSC's Standards of Practice and/or written division operational rules and policies.

PRACTICE GUIDELINES

1. *Attendance:*

- A. Failure to work assigned hours, including overtime.
- B. Taking more than the specified time for meals or rest period.
- C. When operations are continuous, leaving post at the end of the scheduled shift without being relieved by a supervisor or fellow employee on the incoming shift.
- D. Excessive absenteeism, the effect of which is to disrupt or to diminish the operational effectiveness of the employee's division.
- E. Absence without authorized leave.
- F. Habitual unauthorized late arrivals or early departures from work.
- G. Improper or unauthorized use or abuse of sick leave, including failure to properly report an abuse due to illness.
- H. Falsifying any facts to obtain FMLA leave.
- I. Failure to return to work after an approved leave of absence, regardless whether the leave was with or without pay.

2. *Safety:*

- A. Violation or neglect of any safety rule, policy or practice, or contributing to hazardous conditions.
- B. Failure to immediately report a work-related accident or injury.
- C. Creating or contributing to unsafe or unsanitary conditions, or poor housekeeping within the division or work area or vehicle.
- D. Failure of drivers or passengers to wear seat belts while driving or riding in JWSC vehicles.
- E. Failure to use headlights at all times while driving a JWSC vehicle.
- F. Failure to wear safety gear or to enforce the use of safety gear.
- G. Possession of firearms, explosives or weapons on JWSC premises, the job site, or in any JWSC vehicle.
- H. Failure to properly wear a complete JWSC uniform when required by the division.
- I. Refusal to cooperate with accident or incident investigations or interference with an investigation.
- J. Unauthorized use of any JWSC vehicle or equipment by any employee.
- K. Operating a vehicle on JWSC business with a revoked or suspended operator's permit or driver's license or a citation for driving under the influence of alcohol or illegal drugs.
- L. Failure to report license suspension or revocation or any change or violation arising from vehicle operation, including failure to report a traffic violation that may jeopardize the employee's safe driving record.
- M. Failure to properly inspect, use, maintain and/or repair equipment or vehicles.
- N. Failure to properly follow and enforce all safety rules and procedures included in these Standards of Practice.
- O. Failure to timely report a motor vehicle accident.
- P. Operating a vehicle under the influence of alcohol, narcotics, illegal drugs, or other drugs that may impair the ability.

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P-Q. Operating a vehicle while using or holding a wireless telecommunications or stand-alone electronic device. Proper emergency use of such device, as provided by law, shall not violate this section.

3. *Behavior:*

- A. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, catcalls, demonstrations on the job, or similar types of disorderly conduct.
- B. Making or publishing false, vicious, or malicious statements concerning any employee, supervisor, the JWSC, or its operations, or abuse of JWSC's grievance procedure.
- C. Any act or conduct that is intended to be discriminatory in nature and directed toward another person's race, religion or religious belief, color, national origin, sex (including sexual harassment), disability or physical condition, age, veteran status, or political affiliation directed toward the public, JWSC officials, or co-workers.
- D. Any act or conduct that is offensive, such as the use of offensive language or profanity, directed toward the public, JWSC officials, or co-workers.
- E. Any act or conduct that is discourteous of the public or other employees, including harassing, coercing, threatening, intimidating others, bullying, or the use of abusive language.
- F. The use or possession of another employee's tools or equipment without that employee's consent.
- G. Provoking or instigating a fight, or fighting at any time on JWSC property or while working.
- H. Immoral, unlawful or improper conduct, or indecency which would tend to affect the employee's relationship with fellow workers, reputation or good will in the community, or ability to perform his or her job duties.
- I. Deliberate misuse, destruction, or damaging of JWSC equipment, property, or property of another employee.
- J. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits, or workers' compensation insurance benefits.
- K. Conviction of a felony or other crime involving moral turpitude.
- L. Engaging in criminal, dishonest, immoral or disgraceful conduct or conviction of a crime which is in opposition to the best interests of the JWSC.

- M. Failure to report an incident of harassment or workplace violence.
- N. Falsification, removal, or destruction of information or records related to employment, payroll, or work-related records or reports including, but not limited to, personal or JWSC records, application for employment, accident records, purchase orders, time cards, or any action or lack of action that materially effects the employment of an individual employee or class of employees.
- O. Soliciting, dispensing or accepting special favors or privileges or making private promises to anyone or accepting favors which might be construed as influencing the performance of JWSC duties, or otherwise violating JWSC policies regarding acceptance of gifts and gratuities.
- P. Soliciting outside work for personal gain during business hours.
- Q. Lying to, stealing from, or cheating co-workers, supervisors, JWSC officials or the public, or when an employee has knowledge of same or fails to disclose same to his or her supervisor, and which is in opposition to the best interests of the JWSC.
- R. Unauthorized removal of any JWSC property.
- S. Revealing information received confidentially in the performance of JWSC duties or the release of other confidential information. Confidential information includes, but is not limited to, computer access password, sealed bid data, medical records or similar files, social security number of an employee or a customer, and any matter under investigation except on a need to know basis.
- T. Posting or removing any matter on bulletin boards on JWSC property at any time unless authorized by the division head.
- U. Failure to report to the division head or Director a request for information or receipt of a subpoena from a law firm, court, or attorney.
- V. Failure or refusal to participate in educational programs or training programs.
- W. Violating JWSC policies regarding use, abuse, and misuse of JWSC supplies, equipment, tools, vehicles, and other resources.
- X. Political activity that is prohibited by these Standards of Practice.
- Y. Violation of the Drug-Free Workplace Policy.
- Z. Violating the JWSC's Sexual Harassment policy.

7.3-3

- AA. Conduct designed to materially interfere with the management of the JWSC's operations or reflecting discredit on the JWSC, or which poses an unreasonable risk to the health and safety of the employees, the public, or the JWSC or its finances.
- BB. Failure to submit a travel expense report within five (5) business days from return from travel, and/or failure to submit such report with the requisite receipts and travel advances.
- CC. Falsely reporting any misconduct, including but not limited to, acts of harassment or workplace violence of others.
- DD. Failure to notify the JWSC of a criminal drug or alcohol conviction or plea.
- EE. Failure to bring a physician's statement for illness as required.
- FF. Improper or unauthorized use or abuse of sick leave, including failure to properly report an absence due to illness.
- GG. Insubordination by the refusal to perform assigned work or to comply with written or verbal instructions of a supervisor, refusal to sign a performance evaluation or counseling form, or discourtesy to other persons during the performance of JWSC work.
- HH. Gambling or engaging in any other game of chance at JWSC workstations and facilities at any time.
- II. Refusing to take or submit to any alcohol or drug screening test, tampering with any alcohol or drug screening test, or receiving a test result of positive for the use or presence of alcohol or drugs pursuant to JWSC's policies.
- JJ. Refusing to take a drug test when reasonable suspicion exists that an employee is using illegal drugs.
- KK. Careless, negligent, or improper use of JWSC property, equipment or funds, including unauthorized removal or use for private purpose, or use involving damage or unreasonable risk of damage to such property.
- LL. Willful or reckless violation of rules, regulations, policies, or repeated directives.
- MM. Violating the Uniform Dress Code in these Standards of Practice.

4. Performance:

- A. Inefficiency, incompetence, carelessness, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt and competent manner.

- B. Productivity or workmanship not up to required standards of performance.
- C. Careless disregard and/or willful neglect in the performance of assigned duties.
- D. Sleeping during work hours.
- E. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- F. Refusing to accept a reasonable and proper assignment from an authorized supervisor.
- G. Careless, negligent, or improper use of JWSC property, equipment or funds, including unauthorized removal or use for private purpose, or use involving damage or unreasonable risk of damage to such property.
- H. Concerted curtailment or restriction of production or interference with work in or about the JWSC's work stations including, but not limited to, participating in any walkout, strike, sit-down, stand-in, slowdown, or refusal to return to work at the scheduled time for the purpose of inducing, influencing, or coercing a change in conditions, compensation, rights, privileges, or obligations of JWSC employment.
- I. Stopping work, wasting time, loitering, loafing or leaving assigned work area during working hours without permission.
- J. Washing up or changing clothes during work hours without specific permission of supervisor.
- K. Improper use or abuse of any electronic communications equipment, or technology systems.
- L. Failure to carry out a direct order from a supervisor, except when the employee's safety may be unreasonably jeopardized by the order or when such order constitutes a violation of law or policy.
- M. Outside employment, including self-employment, which presents a conflict of interest with JWSC employment, and/or failure to report outside employment in violation of these Standards of Practice.
- N. Failure to obtain and maintain required state licenses and certifications as required by law, or as otherwise required by the JWSC.

Revised 1-21-09

SECTION 4.18

USE OF COMMUNICATIONS SYSTEMS, EQUIPMENT, AND DEVICES

STANDARD

The communications systems, equipment and devices provided by the JWSC remain the property of the JWSC and remain dedicated to the service of the citizens. Communications systems, equipment and devices are provided for the safe and efficient performance of work related to the business of the JWSC and the citizens served. Examples of communications systems, equipment, and devices include, but are not limited to, telephone, cell phone, pager, radio, computer, e-mail, voice mail, internet, software, hardware, facsimile machine, and copiers.

PRACTICE GUIDELINES

1. Employees shall use communications equipment and resources for business purposes. While the JWSC recognizes that it is sometimes necessary to conduct personal telephone calls during normal business hours, employees are encouraged to limit the use of business telephones for personal communications. Employees must use personal calling cards, personal cell phones or pay phones for long-distance calls. Employees who receive faxes or mail at the work address shall have no expectation of privacy.
2. When an employee's position requires the use of a cell phone to conduct JWSC business, the employee will be issued a cell phone based on the needs of the JWSC. In such instances, the division head shall make a written recommendation to the Director that the JWSC issue a cell phone to the named employee, including the reason(s) the employee's job performance requires use of a cell phone. The Director, in consultation with the Chief Finance Officer, will approve or reject the division head's recommendation. The issuance of the cell phone may be withdrawn at any time when it is in the best interests of the JWSC as determined by the Director.
 - A. Any employee issued a cell phone for JWSC business purposes shall:
 - (1) Conduct personal calls only when necessary;
 - (2) Not use for any unlawful purpose;
 - (3) Be responsible for lost or damaged cell phone; and
 - (4) Be responsible to the JWSC for any charges that exceed or cause to exceed the monthly rate due to personal calls, whether made or received by the employee.
 - (5) Be responsible for ensuring the cell phone remains secured on your person when not in use;

- (6) Not to surrender the cell phone to any non-JWSC employee or surrender to a JWSC employee for non-work-related activities.

Revised 12-1-16

- B. Cell phone records are public records and subject to the Open Records Act, including any unlisted telephone numbers which appear in such records. There is no expectation of privacy in the use of a cell phone issued by the JWSC for business purposes.
- C. Any violation of the provisions of this Paragraph 2 will subject the employee to disciplinary action, up to and including termination of employment.
3. Verbal and written communication while using business telephones, radios, computers, and other means of communication in the workplace, shall be professional, courteous, and respectful at all times. Employees are to remain aware of other employees or customers who may overhear such communications and to use proper protocol at all times.
4. The JWSC reserves the right to monitor employees' use of communication systems and equipment without warning and without notice. Telephone conversations, radio communications, e-mail communications, and other means of communication in the workplace are not private. There is no expectation of privacy associated with the JWSC's computers, telephones, cell phones, radios, or other communication devices, systems, or channels, and employees have no right of privacy in such communications.
5. The JWSC regards the internet, electronic mail, and other communications channels as valuable tools to assist its employees in their professional and work activities. The JWSC requires employees to utilize these communication channels and tools for authorized JWSC business purposes.
6. The internet is a public network and any employee who has an account with an Internet Service Provider can access it. It can provide employees with access to an extensive amount of information for researching various subjects related to their professional and work activities. This information has been published by many different employees and organizations and may or may not be reliable. Employees should consider the source of information when relying upon it for business purposes.
7. All communications received at the workplace belong to and are the property of the JWSC.
8. The JWSC reserves the right to inspect all e-mail files, and other storage of electronic data, and all documents arriving at the workplace.
9. E-mails which have been "deleted" may remain on the hard disk or back-up medium. Merely deleting or erasing an e-mail or other electronic file does not necessarily remove the data from storage and access by the JWSC.
10. No employee may disguise the sender or originator of any e-mail.

11. Each employee's personal computer password is the property of the JWSC.
12. No employee is permitted to access or attempt to access another employee's computer or computer files, except appropriate supervisors, managers, the Director, and persons servicing the computer/communications for the JWSC.

Revised 12-1-16

13. No confidential information will be communicated or sent by e-mail.
14. All communications sent inside and outside the JWSC will be in good taste and adhere to generally accepted standards of respect for other employees. Employees are prohibited from forwarding or sending messages that are abusive, harassing, offensive, humiliating, or which otherwise may be understood or interpreted as demeaning to one's sex, race, sexual orientation, age, national origin, or religious or political beliefs.
15. Use of internet or e-mail access is a privilege that may be revoked by the Director with or without cause.
16. Any employee who engages in excessive, improper, or abusive use of the internet, electronic mail, telephone, cell phone, radio communications, or other communication devices will be subject to disciplinary action up to and including dismissal. The use of computer games on JWSC computers is prohibited.
17. The JWSC will monitor and record the use of the internet including downloads and web site visited and/or accessed through JWSC internet browsers. The JWSC will monitor the use of e-mail.
18. Employees are prohibited from using the JWSC's communications equipment to download, transmit, view, copy, retrieve, or receive materials that may be deemed, by the reasonable person standard, to be pornographic in nature.
19. No employee is permitted or authorized to download any files, images, programs or other electronic data from the internet, or to install personal software programs, without permission of the appropriate supervisor upon consultation with the Director.
20. Improper use of any electronic communications equipment will result in disciplinary action up to and including termination of employment. [Improper use includes, but is not limited to, operating a vehicle while using or holding a wireless telecommunications or stand-alone electronic device. Proper emergency use of such device is permitted.](#)
21. No employee is permitted or authorized to tape record the conversations of other employees or customers or others in the course of business or on JWSC premises without the express consent of all employees or persons involved. This is not intended to prohibit the Director from tape recording appeal hearings or tape recording JWSC meetings for the purpose of

transcribing minutes of such meetings. This policy shall not interfere with internal investigations or other authorized use of tape recording devices.

Revised 2-20-08

SECTION 4.16

VEHICLE USE, CARE, AND MAINTENANCE

STANDARD

The JWSC will provide safe, well-maintained, vehicles for use by JWSC employees in the performance of their work. The JWSC will ensure the safety of the citizens we serve and the employees who operate such vehicles through the use of standard guidelines for the care, maintenance, and operation of vehicles, as well as the qualifications, selection, and training of its drivers and operators.

PRACTICE GUIDELINES:

1. Driver/Operator Qualifications: *For positions that require a driver's license, the JWSC shall assign only those employees who have a valid driver's license, and who maintain a safe driving record and demonstrate a regard for traffic laws as evidenced by an official pre-employment Motor Vehicle Records review. Employees are prohibited from driving in the course of business without a valid driver's license.*

2. Motor Vehicle Record (MVR):

- A. MVRs of employees may be reviewed periodically, covering a three (3) year history, for any employee who is required to operate a motor vehicle or any motorized equipment for which a driver's license is required, or for any employee who may drive a JWSC vehicle or personal vehicle in the course of work. An employee's safe driving record can be affected by a violation that occurs off duty in the employee's personal vehicle. Such violations include, but are not limited to, speeding, reckless driving, driving under the influence of alcohol or drugs, cancellation of automobile insurance, at fault collisions, fleeing from police, hit and run, and felony use of a vehicle.
- B. If the safe driving record has been compromised such that the JWSC would be placed in a position of potential exposure to liability by allowing the employee to continue driving, the following action may be taken:
 - (1) If driving is an essential function of the employee's position, the employee may be reassigned to a non-driving position, if available, if the employee is qualified, and if performance is otherwise satisfactory.
 - (2) If driving is an essential function of the employee's position and no alternative position is available, employment may be terminated unless the JWSC's liability can be limited in some other manner.
 - (3) If driving is not an essential function of the employee's position, but the employee sometimes drives in the course of work, the employee will not

be allowed to drive in the course of work until the selection criteria can be met.

- (4) In cases involving Commercial Driver's Licenses, Department of Transportation regulations apply.

3. **Notification Requirements:** Each driver of a JWSC vehicle shall maintain a safe driving record and valid driver's license. Each such employee who is notified of the loss, suspension or revocation of his or her license to drive or operate a motor vehicle, or any charge or violation on or off duty, in any state, shall notify his or her supervisor no later than the next business day and *before* he or she operates vehicles or equipment in the course of work. Each driver shall also notify the immediate supervisor of *any* traffic violations that result in a conviction, guilty plea or nolo contendere plea. The supervisor shall notify the division head, Human Resources Department, and the Chief Financial Officer. Failure to report any license suspension or revocation, or any charge or violation arising from vehicle operation, on or off duty, will be grounds for disciplinary action, up to and including dismissal.
4. **Reporting Motor Vehicle Accidents and Traffic Violations:** When an accident or violation occurs while an employee is driving a JWSC vehicle, or a personal vehicle on JWSC business, employees must contact the supervisor or other management employee immediately, and shall contact the police. Medical attention for any injured party is the first priority. An employee shall be drug and alcohol tested in accordance with the Drug-Free Workplace Policy for post-accident testing, and the supervisor shall be responsible for assuring that testing occurs. Investigations following each accident will determine whether the employee contributed to the accident in any way. Failure to timely report a motor vehicle accident may result in disciplinary action up to and including dismissal.
5. **Corrective Action Following an Accident:** The standard of professional driving performance is to avoid preventable accidents. If an accident is found to be preventable, appropriate corrective action will be taken as soon as possible. While the following guidelines present an opportunity for the employee to correct deficiencies and improve performance without necessarily losing his or her job, nothing in these guidelines prevents a supervisor from recommending immediate dismissal, or any other disciplinary or corrective action in any specific case, without using these steps in the order they are presented, depending upon other factors involved. Some circumstances may result in immediate dismissal, depending upon the severity of the violation.

For drivers who are governed by Department of Transportation (DOT) Regulations, these guidelines apply in addition to DOT regulations.

- A. For the first occurrence of a motor vehicle accident resulting in damage or injury in which the employee is determined to have contributed, the employee may be issued a written reprimand and may also be placed in a remedial training program to correct the deficiency which led to the accident. The employee also may be required to contribute to the cost of repair or replacement. An employee who tests

positive for drugs or alcohol in a post-accident drug test will be also subject to the Corrective Action described in Section 4.13, Drug-Free Workplace.

- B. Following the second occurrence of an accident resulting in damage or injury within the previous 12-month period in which the employee is determined to have contributed, the employee will be suspended without pay and may be required to contribute to the cost of repair or replacement. The employee may also be placed in a remedial training program to correct the deficiency that led to the accident. An employee who tests positive for drugs or alcohol in a post-accident drug test will be subject to the Corrective Action described in Section 4.13, Drug-Free Workplace.
- C. As a result of the third occurrence of an accident within a 2-year period resulting in damage or injury in which the employee is determined to have contributed, the employee will be discharged from employment.

6. Corrective Action and/or Disciplinary Action Following a Moving Violation: The corrective actions apply when an employee receives a moving violation while operating a JWSC vehicle, or a personal vehicle while driving in the course of business (without damage or injury).

- A. First occurrence within 12 months: Written reprimand and remedial training. Serious moving violations may result in immediate dismissal regardless of previous history.
- B. Second occurrence within 12 months: Suspension and remedial training.
- C. Third occurrence within 36 months: Termination of employment.

7. Assignment of Vehicles: Vehicles shall be assigned to employees in accordance with the requirements of the job to be performed. Vehicles may be assigned on a daily basis, job basis, or other job-related basis, and in a consistent manner. Vehicles are assigned at the discretion of the division head or his designee.

8. Employees Who Are Assigned “Take Home” Vehicles: Employees with JWSC take-home vehicles should be aware of potential public perception in how they use their vehicles or where they use them. “Take home” vehicles are defined as those assigned to an individual employee who is driving the vehicle from home to work.

Employees may be assigned “take home” vehicles subject to the following guidelines. Division heads will prepare a division policy regulating vehicle use within the division, which positions are approved to take home vehicles, and will include methods for approved call back procedures. Division policies must be consistent with these Standards of Practice and must be approved by the Director prior to implementation.

- A. An employee is subject to call for work at any hour due to emergencies.

- B. An employee must report to a project or work site rather than to his or her assigned office, provided such practice is in the best interests of the JWSC and the function being performed.
- C. An employee is on temporary assignment outside their normal geographic work area.
- D. An employee is a key administrative person who is responsible for projects requiring call back or who is routinely required to attend and participate in various functions after hours and on weekends. Justification must include nature of the work or type of meetings and frequency of same.
- E. Other circumstances not anticipated herein when the Director determines that exclusive assignment is in the best interests of the JWSC.
- F. Employees assigned “take home” vehicles shall not operate the JWSC vehicles during off duty hours unless in the course of assigned business. It is permissible to make personal stops while driving to and from work locations before or after business hours or during the lunch hour, so long as no additional mileage is incurred. However, consideration will be given to the nature of the stop and how the public might perceive the vehicle’s use. For example, a stop at a grocery store after business hours on the way home or during the lunch hour is permissible, while a stop at a liquor store would be inappropriate. Employees will use good judgment in driving JWSC vehicles under all conditions. Employees shall not use JWSC owned or leased vehicles for any other personal purpose or when off duty. Employees will be personally and financially responsible for damage occurring to any JWSC vehicle when being used for other than JWSC business. JWSC business is defined as being called back by the Director, division head, or other authorized member of management. Unauthorized vehicle use may result in disciplinary action up to and including dismissal.
- G. The value of use of a JWSC vehicle for commuting when on call will be reported as income to the employee as required by the Internal Revenue Service and/or Georgia Department of Revenue.

9. *Inspection, Use, Care and Maintenance of Vehicles:* Following are standards of practice governing JWSC employees when using or are responsible for JWSC vehicles or motorized equipment. These guidelines for safe operations are not absolute, inflexible rules, but must be tempered with common sense on the part of our employees. In the absence of a reasonable basis for departures from these guidelines, **failure to meet these standards will result in disciplinary action, up to and including dismissal for repeated infractions. Failure of the supervisor to properly notify the division head may also result in disciplinary action against the supervisor.**

- A. Employees shall use JWSC vehicles and equipment only for JWSC business. Employees shall operate JWSC vehicles and equipment only in appropriate areas

and locations. Employees shall not drive or operate vehicles in areas that could cause damage or unnecessary wear and tear. Employees who operate or who ride as a passenger in JWSC vehicles should maintain awareness of public perception in how the vehicles are used. Employees shall not park vehicles in locations that could appear inappropriate, such as in front of a liquor store. Employees may not use JWSC vehicles for personal errands. Employees must ensure that JWSC vehicles are used only for authorized purposes.

- B. Every vehicle operator shall use a checklist to document regular and routine safety inspections each week. The inspections will include, at a minimum, operational check on lights, horn, directional signals, brakes, motor oil, windshield washers/wipers, tires, and seat belts. Any defects shall be corrected before the vehicle is operated. A standard checklist shall be used within each division to report any of these or other items that require repair.

Revised 8-1-13

- C. Employees shall wear seat belts at all times, drive with headlights on, and obey all traffic laws and signals. Drivers shall also require all passengers to wear seatbelts as provided in the vehicle.
- D. Employees shall drive defensively and extend the proper courtesies to other drivers and members of the public at all times.
- E. Employees shall use JWSC vehicles in the *most efficient manner possible*, conserving fuel, trips and staff time, and wear and tear on the vehicle. Employees shall choose the most economical routes to and from work locations.
- F. Employees shall *be observant* in anticipating obstacles, objects, or conditions that could damage the vehicle or cause an accident or injury.
- G. Employees shall *use care in hauling* and transporting objects, supplies, and equipment so as not to unnecessarily scratch, dent, or cause damage to the vehicle or cause a road hazard for others. Employees shall not transport items or cargo having no relation to the conduct of official business. Employees shall not transport any items, equipment, or cargo projecting from the side, front or rear of the vehicle in such a manner as to constitute a hazard to safe driving, to pedestrians, or to other vehicles.
- H. Employees shall *report all injuries and accidents* to the supervisor immediately.
- I. Employees shall *avoid conduct* in the vehicle which could create potential danger to employees or others.
- J. Employees shall *not service vehicles while they are running*, except where such action is standard procedure and it is the established safe procedure for doing so.

- K. Employees shall back a vehicle only when necessary. Prior to backing, the employee will ensure the area is clear to back and get out of vehicle to check if necessary. Large vehicles must use a spotter when backing. Audible back-up warning equipment will be installed as appropriate.
- L. Employees shall *maintain proper following distances, avoid tailgating, and allow room to come to a safe stop.*
- M. ~~—Employees shall make sure intersections and blind corners~~ are clear of vehicles and pedestrians before entering. When entering or leaving any building, enclosure, alley or street where vision is obstructed, a complete stop shall be made and the driver shall proceed with caution.
- N. ~~—Employees shall maintain safe speeds at all times.~~ Traffic, weather, and road conditions shall be given consideration in determining the safe speed within the legal limit at which the vehicle shall be operated.
- O. Employees shall *not use wireless telecommunications devices or stand-alone electronic devices while operating a vehicle.* Employees should safely and legally park their vehicle before holding or operating their wireless telecommunication or stand-alone electronic device. Examples of such devices include, but are not limited to, cell phones, Global Positioning Systems, MP3 players, and Personal Digital Assistants. This policy does not prevent the safe and lawful use of radio systems built into vehicles.
- P. Notwithstanding Section O, an on-duty JWSC employee may use a telecommunication device or stand-alone electronic device while operating a vehicle, *if necessary to respond to a utility emergency.* However, employees shall not use such a device, *in any circumstance,* if it distracts them from safely driving their vehicle. Additionally, *Section O shall not prevent an employee from notifying emergency services of an immediate and serious traffic or safety hazard.*

Revised 12-01-16

- O. ~~————~~ *Traffic violations* shall be reported to the supervisor immediately. The supervisor shall investigate violations and drivers will be subject to corrective action. Employees shall accept legal responsibility for violations and fines resulting from actions of the employee as a driver. Employees will be responsible for tickets and fines resulting from illegal parking.
- Q. *Employees shall yield the right of way* regardless of what the law states in order to prevent accidents and collisions.
- R. *Employees are prohibited from driving while intoxicated. Employees shall not operate a JWSC vehicle at any time or a personal vehicle on JWSC business while under the influence of alcohol or any drug or other medication which*

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effects driving ability or intoxicating substance. No driver shall use alcohol, narcotics, illegal drugs, or other drugs that may impair the ability to perform while driving or operating equipment. Corrective action for violation of this policy may include termination of employment after a single occurrence.

- S. *Each employee who is assigned a vehicle shall have the responsibility of maintaining* the interior and exterior appearance of the vehicle and ensuring mechanical maintenance is performed on the vehicle as scheduled or required.
- T. *Employees are prohibited from transporting family members, friends, associates, or other persons* who are not employees of the JWSC, or serving the interest of the JWSC, without the approval of the division head.
- U. *Employees* shall not extend the use of JWSC vehicles beyond the length of time required to complete the official business purpose of the trip.
- V. *Drivers and occupants of JWSC owned or leased vehicles may not smoke or consume food while in the vehicle.*
- W. Only employees of the JWSC are authorized to operate JWSC vehicles.

10. Training: All employees who operate vehicles in the course of work shall participate in defensive driver training when it is offered.

11. Global Positioning System (GPS) Monitoring:

- A. The JWSC affirms the right to review the use of its assets including, without limitation, vehicles assigned to and employees for use during the course of their work for the JWSC. Employees have no expectation of privacy while utilizing JWSC assets and operating JWSC vehicles.
- B. The purpose of Global Position System (GPS) tracing of JWSC vehicles is an effort to maximize the value of assets, to reduce the cost of the vehicle fleet, and to provide a mechanism to monitor driving activities and behavior. The system will allow supervisors to dispatch vehicles to maximize the efficiency of the fleet, confirm or deny allegations of misconduct, abuse, traffic violations or vehicle damage claims.

Revised 4-3-14
- C. This policy and the GPS system are not intended to be punitive or used to monitor individual employees, although unsafe unauthorized vehicle usage may lead to disciplinary action, including termination. Tampering with or disabling a GPS device by an employee will lead to disciplinary actions.
- D. Employees will be responsible for reporting the vehicle(s) utilized and times utilized.

- E. Division heads and their designees will be responsible for maintaining records of employee use of vehicles and will have access to real time tracking and historical reports of each tracked vehicle.



Brunswick-Glynn County Joint Water and Sewer Commission

MEMORANDUM

To: JWSC Commission
From: Pam Crosby
Date: August 2, 2018
Re: APPROVAL – Warehouse and Inventory Management Improvement Project

Quick Facts

Project Scope: Building Improvements to JWSC Warehouse Facilities plus Purchase of Bar Scanning Software, Hardware and Programming Support for Inventory Management systems

Project Goals:

- Increased physical security and lessen damages or loss of inventory assets
- Improved internal controls
- Improved efficiency of personnel resources and elimination of duplicate data entry activities
- Increased ability to identify and reduce inventory carrying costs

Timeline: 6 to 9 months

Estimated Cost: \$110,775

Funding Source: Repair and Replacement Fund

Background

JWSC currently maintains two (2) inventory warehouse locations. The approximate inventory values are \$1.13M for Academy Creek and \$430K for N Harrington for a combined total of approximately \$1.5M. Academy Creek supports the Systems Pumping and Maintenance, Wastewater Treatment and Water Production operating divisions. The N Harrington site primarily supports the Water Distribution division with limited Water Production items also onsite.

Currently, both inventories are being tracked using paper tickets and then keyed into various systems to document the transactions. The Academy Creek inventory is tracked utilizing three (3) technologies - Cityworks for materials issue with Excel and Innoprise utilized for inventory reorders and journal entry transactions. The N Harrington inventory is being tracked using two (2) technologies - Excel and Innoprise for materials issue, inventory reorders and journal entry transactions. Duplication of data entry among the various technologies is time consuming and also increases the likelihood of errors. This creates a situation where basic transactions are challenging to perform in a timely and accurate manner which impacts the organization's overall financial understanding and management of these assets.

Key areas of inventory management, both physical and management systems, have been reviewed over the past sixty (60) days. The following deficiencies have been noted and identified for improvement:

- Facilities not equipped appropriately to physically secure and control inventory assets
- Identification and cross reference between physical location of inventory assets and their electronic system does not exist
- Minimal internal controls and visibility to transactional data, more focus needed on cycle counts and audit transactions
- Time required for basic inventory transactions leaves limited time for inventory analysis
- Data entry omissions and errors
- Planning inefficiencies in purchases and space allocation
- Quality of data being captured during materials issue does not support the organization's overall Asset Management goals
- Lack of timeliness in basic transaction records creates potential for discrepancy in financial tracking
- Response to operational needs is inhibited by fragmented organization of inventory items in one location

Effective management of inventory is necessary to deliver BGJWSC services in a timely and cost effective manner. Staff has developed a project plan to focus additional resources in this area over the next fiscal year. A project element listing has been included for your review as a separate attachment.

This project will focus primarily on facility improvements at each warehouse site with an initial purchase and implementation of barcoding hardware and software at the warehouse locations also included. Additionally, the preliminary equipment investment to support rolling stock within the Fleet will be incorporated as well as a contingency for API configuration of the Cityworks and Innoprise Financials to automate journal entry transfers.

The goals of the project have been reviewed with input from the Financial and Operations staff. If approved, this project plan will also be included in our documentation to our audit firm for review. The project is anticipated to be completed within six (6) to nine (9) months.

The cost of the initial software purchase of Cityworks Data Collection License will be included in the project costs. Annual software maintenance licenses are estimated not to exceed \$2,000 for future operating budgets. A budgetary quote to implement and purchase Cityworks compatible barcode software and hardware technology items has been included as an additional attachment for your review.

Staff Recommendation

Staff recommends creation of a Capital Improvement Project to support Warehouse and Inventory Management improvement initiatives as per the attached plan. This project will be added to the monthly project report update, implemented and tracked accordingly.

Enclosures:

Proposed Project Element Listing

Budgetary Quote for Barcode Software Implementation

Suggested Motion

"I move that approval be granted to create a capital project in the amount of \$110,775 to support Warehouse and Inventory Management Improvement Initiatives."



Warehousing and Inventory Management Improvement Project Plan

02AUG2018

Project Element	Warehouse Location	Benefit	Approximate Cost
Roof repair to address ongoing leaks and drainage issues in the current warehouse section of building	Academy Creek	Limits potential damages and loss of inventory as a result of leaks	\$6,000
Floor repair in dock level location storage are to facilitate relocation of pump inventory from basement to more secure and resilient dock level location	Academy Creek	Creates a more secure environment for pump storage and improved efficiency for Inventory and Operations team by decreasing time and effort to both receive pump deliveries from vendor and issue to Operations. Also improves safety due to concerns over lifting pumps out of basement area and moving pallet jack over uneven floor area	\$4,000
Gate door installation in (3) three main bay areas and application of floor sealant to control concrete dust in this area	Academy Creek	Improves physical security and control of inventory assets	\$9,000
Additional shelving and equipment for Bay #2, Bay #3 and Bay #4 plus new pump area pallets	Academy Creek	Better organization of inventory items and improves efficiency of staff's ability to cycle count	\$15,000
Additional lighting for all bay areas and pump storage room	Academy Creek	Increased visibility, safety benefit	\$1,500
Reconfiguration of materials issue area to include dedicated counter are for materials issue and delivery receipt	Academy Creek	Increase control of material receipt into the warehouse; increase control of material issue from the warehouse	\$5,000
Creation of a secure, pre-staging area in main warehouse area to facilitate the materials pick process and organize materials by work order and project needs (includes bins and labelling needs)	Academy Creek	Support Operations planning for work order materials fulfillment. Increase control of material receipt into the warehouse; increase control of material issue from the warehouse	\$1,000
Purchase and implementation of Barcode Printer and Readers to implement with Cityworks Asset Management software (includes labeling supplies and all hardware - dedicated terminal, printers, hand-held scanners, etc.)	Academy Creek	Improve efficiency of material receipt and issue. Supports overall asset management initiatives	\$27,500
Equipment (small racks and bins) to organize rolling stock in designated Fleet vehicles	Academy Creek	Increases response time and efficiency of Operations crews	\$4,000
Purchase and implementation of Barcode Printer and Readers to implement with Cityworks Asset Management software (includes licensing, labeling supplies and all hardware - dedicated terminal, printers, hand-held scanners, etc.)	N Harrington	Improve efficiency of material receipt and issue. Supports overall asset management initiatives	\$16,000
Creation of a secure, pre-staging area in main warehouse area to facilitate the materials pick process and organize materials by work order and project needs (includes bins and labelling needs)	N Harrington	Support Operations planning for work order materials fulfillment. Increase control of material receipt into the warehouse; increase control of material issue from the warehouse	\$2,000
Additional Ventilation and Climate Control where needed	N Harrington	Improved working environment, safety benefit	\$2,500
Equipment (small racks and bins) to organize rolling stock in designated Fleet vehicles	N Harrington	Increases response time and efficiency of Operations crews	\$2,000
Additional equipment for Mezzanine North and South to improve safety	N Harrington	Additional railing and reinforcement of existing shelves for greater stability; safety benefit	\$3,500
API Integration between Cityworks and Innoprise Financials	Both	Eliminate duplicate data entry, reduce associated errors and omissions, increase utilization of personnel resources for more effective analysis and management	\$7,000
Contingency for Overall Project Implementation and API Integration into financial Software (5%)	Both		\$4,775
		Estimated Total Project Cost	\$110,775



Cityworks® Storeroom DC Configuration

BAR CODE DATA COLLECTION INTEGRATED LABEL PRINTING TRANSACTION OPTIMIZATION KITTING/CONTAINERIZATION
WAREHOUSE MANAGEMENT WEB SUPPLIER LABELING DEVICE MANAGEMENT
PROCESS CONSOLIDATION INTELLILABEL LICENSE PLATING TRACEABILITY GS1-128 SERIALIZATION
WORKFORCE DIRECTOR/TASK MANAGEMENT ASSET MANAGEMENT AUTOMATION EDI INTEGRATION

Prepared for:
Brunswick-Glynn County

5/22/2018

V.1.0



Prepared by: Brandee Howe | bhowe@radley.com | 616.541.2015

Prepared for: Pamela Crosby and Christa Free

4595 Broadmoor SE, Suite 115
Grand Rapids, MI 49512

www.radley.com

CITYWORKS STOREROOM DC SOFTWARE			
QTY	DATA COLLECTION SOFTWARE LICENSES	STANDARD PRICE	BUNDLED PRICE
3	1-3 Device bracket Cityworks Data Collection License	\$ 10,500.00	\$ 9,000.00
1	3-Printer Bartender Automation Label Software License	\$ 855.00	\$ 855.00
SOFTWARE LICENSE TOTAL:		\$ 11,355.00	\$ 9,855.00

CITYWORKS STOREROOM DC ANNUAL MAINTENANCE			
QTY	DATA COLLECTION SOFTWARE LICENSES	STANDARD PRICE	BUNDLED PRICE
3	1-3 Device bracket Cityworks Data Collection License	\$ 2,100.00	\$ 1,800.00
1	3-Printer Bartender Automation Label Software License	\$ 168.00	\$ 168.00
ANNUAL SOFTWARE MAINTENANCE TOTAL:			\$ 1,800.00

DATA COLLECTION HARDWARE				
QTY	HARDWARE CONFIGURATION	STANDARD PRICE	EXTENDED PRICE	BUNDLED PRICE
MC3300 MOBILE COMPUTER				
1	MC3300 Standard, Brick Straight Shooter, 802.11 a/b/g/n/ac, Bluetooth, 2D Imager SE475x, 4.0" display, 47 Key, High Capacity Battery, Android 7.0 Nougat, 2GB RAM/16GB ROM, US Only	\$ 1,845.00	\$ 1,845.00	\$ 1,420.65
MC3300 MOBILE COMPUTER ACCESSORIES				
1	Spare Battery Pack, Lithium Ion, PP+MC3300 High Capacity Battery	\$ 90.00	\$ 90.00	\$ 90.00
1	Battery Charger, Requires Power Supply PWR-BGA12V50W0WW, DC Line Cord CBL-DC-388A1-01 and AC Line Cord 23844-00-00R	\$ 205.00	\$ 205.00	\$ 205.00
1	Level VI AC/DC Power Supply Brick. AC Input: 100-240V, 2.8A. DC Output: 12V, 9A, 108W. Requires: DC line cord and Country specific grounded AC line cord.	\$ 49.00	\$ 49.00	\$ 49.00
1	Zebra EVM, DC Line Cord for Running the Single Slot Cradles or Battery Chargers from a single level VI Power Supply PWR-BGAS12V50W0W	\$ 9.00	\$ 9.00	\$ 9.00
1	Zebra EVM, US AC Line Cord, 3 Wire/Prong, 7.5 Feet, Grounded, NEMA 5-15P	\$ 10.00	\$ 10.00	\$ 10.00
1	Zebra EVM, USB A to Micro B Cable, Cradle to the Host	\$ 10.00	\$ 10.00	\$ 10.00
TABLET				
1	ET50, 8.3inch, Usa Only Wlan 802.11Ac, Android M Gms, Z3745, 2Gb Ram, 32Gb Flash, Eng	\$ 1,845.00	\$ 1,845.00	\$ 1,420.65
1	1-Slot Dock: HDMI, Ethernet, 3XUSB 3.0; Requires Power Supply PWRBGA12V50W0WW, DC Cable CBL-DC-388A1-01 and 3 Wire country specific AC Line Cord sold separately	\$ 495.00	\$ 495.00	\$ 396.00
1	DC Line Cord for running the single slot cradles or battery chargers from a single Level VI power supply PWR-BGA12V50W0WW, Level VI replacement for PWR-14000-148R	\$ 9.00	\$ 9.00	\$ 9.00
1	Level VI AC/DC Power Supply Brick. AC Input: 100-240V, 2.4A. DC Output: 12V, 4.16A, 50W. Requires: DC line cord and Country specific AC grounded Line Cord	\$ 49.00	\$ 49.00	\$ 49.00
1	US AC line cord, 7.5 feet long, grounded, three wire for power supplies.	\$ 10.00	\$ 10.00	\$ 10.00
ZEBRA CORDLESS SCANNERS				
1	ZEBRA EVM, DS3678, STANDARD RANGE 1D/2D IMAGER, CORDLESS, FIPS, SCANNER ONLY (REQUIRES CRADLE, CABLE, POWER), VIBRATION MOTOR, INDUSTRIAL GREEN	\$ 835.00	\$ 835.00	\$ 642.95
1	ZEBRA EVM, STANDARD CRADLE FOR 3678 FAMILY, CHARGER, BLUETOOTH AND MULTI INTERFACE, REQUIRES PWR-BGA12V50W0WW, CBL-DC-451A1-01, 23844-00-00R	\$ 325.00	\$ 325.00	\$ 292.50
1	ZEBRA EVM, POWER SUPPLY ADAPTER, POWER BRICK;AC/DC;4.16 A;12V;50W, REQUIRES DC LINE CORD (VARIES) AND 23844-00-00R	\$ 49.00	\$ 49.00	\$ 44.10
1	ZEBRA EVM, DC LINE CORD WITH FILTER USED WITH 3600 SERIES LEVEL 6 AC/DC POWER SUPPLY PART# PWR-BGA12V50W0WW	\$ 20.00	\$ 20.00	\$ 18.00
1	ZEBRA EVM, US AC LINE CORD, 3 WIRE/PRONG, 7.5 FEET, GROUNDED, NEMA 5-15P	\$ 10.00	\$ 10.00	\$ 9.00
ZEBRA DESKTOP PRINTER				
1	ZD620 TT Printer, LCD; Standard EZPL 203 dpi, US Cord, USB, USB Host, BTLE, Serial, Ethernet	\$ 995.00	\$ 995.00	\$ 766.15
MEDIA - 4 x 6 Label with ribbon				
1	Z-PERFORM 2000T PAPER LABEL (for ZD620), THERMAL TRANSFER, 4" X 6", 1" CORE, 5" OD, 460 LABELS PER ROLL, PERFORATED, 6 ROLLS PER CASE, PRICED PER CASE	\$ 54.00	\$ 54.00	\$ 48.47
1	WAX RIBBON, 4.33" X 244", 0.5" CORE, 48 ROLLS PER CASE, PRICED PER CASE	\$ 201.00	\$ 201.00	\$ 182.68
HARDWARE CONFIGURATION TOTAL:			\$7,115.00	\$5,682.14

DATA COLLECTION HARDWARE MAINTENANCE			
QTY	HARDWARE MAINTENANCE - MOBILE COMPUTERS & PRINTERS	STANDARD PRICE	EXTENDED PRICE
1	MC33XX, Zebra EVM, OneCare Service, Essential , Purchased within 30 Days of Hardware, 3 Year Comprehensive, Standard Logistics, Dashboard	\$ 299.00	\$ 299.00
1	ZD6x0, Zebra OneCare, Essential, Purchased within 30 days of Device, NBD TAT, NA MX only, 3 Years, Comprehensive"	\$ 140.00	\$ 140.00
1	ET50 3 Year Zebra OneCare Essential. Includes Comprehensive Coverage	\$ 504.90	\$ 504.90
1	DS3678, 3 Years Zebra Onecare Essential, 3 Day Turnaround Time, Purchased within 30 days, with Comprehensive Coverage. INCLUDES COVERAGE FOR CRADLE. INCLUDES COLLECTION (NA AND EU ONLY).	\$ 168.00	\$ 168.00
HARDWARE MAINTENANCE TOTAL:			\$ 1,111.90

RADLEY IMPLEMENTATION SERVICES			
ESTIMATED DAYS	ESTIMATED RADLEY IMPLEMENTATION SERVICES	STANDARD RATE	EXTENDED RATE
9	Implementation Services, including initial DC Environment Configuration, Software Loading (server & devices), Mobile Client Configuration / Reconfiguration, Label Printing, Testing, Project Management, Piloting Support, Move to Production	\$ 1,800.00	\$ 16,200.00
0	Enhancement Services; requires Operational Analysis. Estimate Only.	\$ 1,800.00	\$ -
0	OPTIONAL: Go-Live Services	\$ 1,800.00	\$ -
0	OPTIONAL: Additional Training Services	\$ 1,800.00	\$ -
ESTIMATED IMPLEMENTATION SERVICES TOTAL:			\$ 16,200.00

Notes:

1. Implementation services estimated based on transactions listed. Additional transactions may require additional implementation charges.
2. Services are billed as incurred, and this estimate is non-binding.

CITYWORKS STOREROOM DC TRANSACTIONS	
CITYWORKS STOREROOM DC TRANSACTIONS	
Note: Cityworks APIs are provided by Azteca Systems.	
Receive	
Receive from Requisition	
Receive from Work Order	
Issue to Work Order	
Issue to Employee	
Issue to Account	
Inventory Inquiry	
Inventory Transfer	
Inventory Audit	
Inventory Cycle Count	
Utility - Log In	
Utility - Label Print	
Utility - Change Printer	

PROPOSAL SUMMARY	
SECTIONS	BUNDLED TOTAL
SOFTWARE LICENSE TOTAL:	\$ 9,855.00
ANNUAL SOFTWARE MAINTENANCE TOTAL:	\$ 1,800.00
HARDWARE CONFIGURATION TOTAL:	\$ 5,682.14
HARDWARE MAINTENANCE TOTAL:	\$ 1,111.90
ESTIMATED IMPLEMENTATION SERVICES TOTAL:	\$ 16,200.00
PROPOSAL TOTAL:	\$ 34,649.04
DEPOSIT REQUIRED WITH ORDER:	\$ 9,224.52
BALANCE DUE NET 30	

RADLEY CORPORATION TERMS & CONDITIONS

ALL PRICING IN U.S. DOLLARS. ALL PRICING VALID FOR 30 DAYS FROM TODAY'S DATE, EXCEPT WHERE NOTED.

Radley pricing does NOT include applicable sales, VAT, GST, or other taxes & shipping charges. Customers will self assess all taxes (local, state, provincial and government) applicable which are not charged within this proposal. Radley solutions are priced as a bundle. When applicable, a hardware integration fee will apply when hardware is not purchased from Radley. Radley Corporation provides the first level of support for the entire solution ONLY WHEN customer purchases all hardware and software components from Radley. For wireless/RF Networks, Radley can provide first level support only when Honeywell Corporation installs and certifies the wireless/RF Backbone components and network configuration.

LICENSE & SUBSCRIPTION AGREEMENTS, PURCHASE ORDERS & DEPOSITS

In order to place orders and schedule implementation, customer must return a signed copy of Radley Software License and Service, or Subscription Agreement, signed software/hardware/services purchase order(s), signed Radley Order Form and a deposit payment for 50% of the software/hardware/annual maintenance fees. Radley software is licensed by site unless otherwise noted in the proposal. Terms of payment for all Radley invoices are Net 30.

ANNUAL SOFTWARE MAINTENANCE

Standard annual software maintenance will start immediately after software distribution has been received by the customer. On Demand subscriptions will commence as of the date of the subscription agreement, unless otherwise agreed. Standard software maintenance and On Demand subscriptions include future corrections and enhancements to the software products and associated documentation as they become available. This may not include customizations or newly released functionality. Maintenance specifically excludes the cost of any available for an additional charge). Radley software components will be installed remotely via customer-provided VPN or internet access. VPN or internet installation/implementation of software updates (installation/implementation services newly released functionality. Maintenance specifically excludes the cost of installation/implementation of software updates (installation/implementation services access is also required to provide ongoing support services. Radley cannot guarantee timely resolution without such access. All custom-developed application code and documentation is supported on a Time & Materials basis.

Supply Chain Productivity Software UPDATE SERVICES (Only)

Updates provide enhancements and fixes, and are provided in the form of patches available on Radley's FTP site as part of the customer's maintenance agreement. Updates are typically customer-installable, but Radley can perform this service for the customer to ensure success. In some cases this service can be performed remotely. Customers who have not applied software patches for an extended period of time may request a CD copy of all updates required to become current. The fee to obtain an update CD distribution is \$500. US. On Demand eCommerce customers receive updates as part of their standard subscription agreement.

IMPLEMENTATION SERVICES - A SERVICES DAY EQUALS 8 HOURS

PROJECT MANAGEMENT SERVICES - Each new Radley customer is assigned a Radley Project Manager, who will coordinate the schedule and implementation of Radley products and any third party products purchased from Radley.

Radley Implementation Activities and Project Management duties may include:

- 1 Verify Radley Software configuration & order.
- 2 Develop implementation plan & schedule with Radley and customer personnel.
- 3 Order necessary software and/or hardware products required for implementation.
- 4 Coordinate delivery & testing of related hardware products.
- 5 Coordinate implementation plan with Cityworks project manager and/or customer personnel.
- 6 Coordinate integration, testing and implementation with third party vendors / service providers
- 7 Coordinate installation services and implementation/training services.
- 8 Provide any additional technical support necessary during implementation.
- 9 Administer all related license agreements & maintenance contracts.
- 10 Provide customer with regular communications updates on project implementation status.
- 11 Verify completion of all required implementation services.
- 12 Coordinate efforts between software installation specialist and customer analysts.
- 13 Assist customer with development and configuration of test data.
- 14 Test Cityworks Integration.
- 15 Install, set-up and train customer end user personnel on third party bar code label software.
- 16 Assist customer in development of any required label formats.
- 17 Manage all reported customer implementation issues through Radtrack (Radley's issues tracking system) to final resolution.
- 18 Train customer on Radley Software, hardware configuration, system components, daily and monthly procedures and transactions.
- 19 Troubleshoot reported hardware/software related issues either on-site or remotely prior to movement into production environment.
- 20 Migrate Radley solution configuration from test to production environment, including any additional installation or setup required.
- 21 Telephone correspondences, meetings and/or conference calls, at customer site or Radley offices, with or without customer present.
- 22 Installation and support of Radley solutions in any other environments as required by customer.
- 23 Radley is not responsible for issues caused by the customer's Server, Network, Firewall or other hardware. Radley personnel will apply best efforts to identify the nature of such issues if they arise. However, the customer is ultimately responsible for resolving the issue and is responsible for any related delays or additional services required to diagnose the problem.

Workforce Productivity Software Product Services (Only):

- 1 Configure customer's Mobile Client menu set(s), including different menu set configurations by terminal or work group.
- 2 Test customer's Mobile Client menu sets & verify that menu function according to Statement of Work specifications.
- 3 Configure customer's Mobile Client transaction set(s), including data elements required, logical order, as well as different transaction set configurations by terminal or work group.
- 4 Test Mobile Client transaction sets and verify transaction data compliance with Cityworks integration and Statement of Work specifications.

Supply Chain Productivity Software Product Services (Only):

Obtain EDI specifications for any new trading partners to be developed.

POST PRODUCTION SUPPORT SERVICES - Customer will be required to sign a move to production sign-off form before the solution, or any part of the solution can be moved to production (go live). This indicates that the customer has tested the solution and is satisfied with its performance. Post production implementation services will be billed until the system is being operated correctly. Radley will not bill for bug fixes or any other software errors that would normally be covered under software maintenance and/or warranty. Radley will bill for configuration changes, additional training, operational issues and any other general implementation issues.

TRAVEL EXPENSES

Reasonable expenses including airfares, car rentals, meals, and lodging for on-site services provided will be billed to customer as incurred. Radley will provide customer with detailed itemization and expense documentation with each invoice.

TRAVEL TIME

Travel time to and from customer site will be billed at \$90.00 / hour.

OPTIONAL ONSITE SERVICES

Optional on-site services are available for customers to provide transitional support when putting your Radley Solution into production. Radley personnel are on-site to address any issues which may arise during the first several business days of live implementation.

CONFIDENTIALITY AGREEMENT

The content of this document shall remain the confidential property of Radley Corporation and may not be communicated to any other party without prior written approval of Radley Corporation. This document must not be reproduced in whole or in part. It must not be used other than for evaluation purposes except with the prior written consent of Radley Corporation and then only on condition that Radley Corporation and any other copyright notices are included in such reproduction. No information as to the contents or subject matter of this proposal or any part shall be given or communicated in any manner whatsoever to any third party without the prior written consent of Radley Corporation. Radley Corporation warrants that to the best of its knowledge, those who prepared this proposal have taken all reasonable care in preparing it and believe the content to be true and accurate as of the date of this document. Radley Corporation cannot however warrant the truth of matters outside its control and accordingly does not warrant the truth of all statements set out in this document to the extent that such statements derive from facts and matters supplied by other persons to Radley Corporation. The statements in this document are qualified accordingly. This confidentiality shall survive any expiration date of this agreement.

Pamela Crosby

Subject: FW: Radley Storeroom DC Proposal for Cityworks
Attachments: 20180522 Radley Storeroom DC for Cityworks - for Brunswick-Glynn County.pdf

From: Brandee Howe [<mailto:bhowe@radley.com>]
Sent: Tuesday, May 22, 2018 12:00 PM
To: Christa Free <CFree@bgjwsc.org>; Pamela Crosby <PCrosby@bgjwsc.org>
Subject: Radley Storeroom DC Proposal for Cityworks

Hi Christa and Pamela,

I have attached a proposal for Radley's Storeroom Data Collection.
This includes:

- Software licensing for 3 Data Collection User Interface clients
- Bartender Label Printing for up to 3 printers - we will print labels real-time where it makes sense with your processes (upon receipt for example)
- Annual software maintenance - this is a annual cost for support/upgrades, etc
- Hardware Options:
 - Zebra MC3300 - Mobile Computer with accessories - Android - has built in screen for the UI and scanner ([MC3300](#))
 - Zebra ET50 TABLET - Android - I quoted the 8.3", but there is also a 10" if you prefer. [ET50 Tablet](#)
 - Zebra DS3678 Bluetooth scanner and accessories - this can be used to connect to a PC or tablet running Radley's Storeroom Client. ([DS3678](#))
 - Zebra ZD620 Printer - with Media (standard 4 x 6 label with ribbon) ([ZD620](#))
- Hardware Maintenance (Three year complete)
- Implementation Services

Please feel free to contact me with any questions.

Thank you!!

Brandee Howe
Account Manager

[EDI, Warehouse and Manufacturing Solutions](#)

direct [616.541.2015](tel:616.541.2015) | bhowe@radley.com | cell [616.570.7854](tel:616.570.7854)

RADLEY CORPORATION | Grand Rapids, Michigan

[Knowledge Center](#) | www.RADLEY.com



REDUCING BOIL WATER ADVISORIES

August 2, 2018

BGJWSC Commission Meeting



Agenda

- Why?
- Where?
- When?
- Who?
- What?
- How?

Why? - Potential Causes of Boil Water Advisory

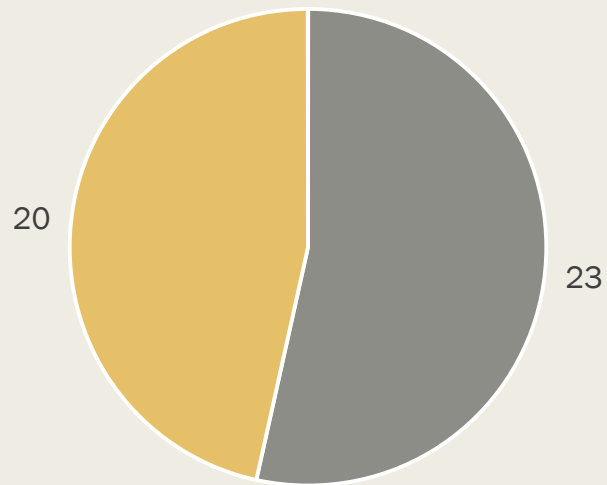
- From Georgia Environmental Protection Division Guidance Document:
 - *Loss of system pressure (<20 psi)*
 - *Newly constructed systems not being pre-chlorinated prior to service*
 - *Loss of residual chlorine (<0.2 ppm)*
- A boil water advisory is defined as:
 - *A precautionary notice to users of public drinking water to disinfect water that they may ingest due to water of unknown quality in the distribution system*

Why? – Perceived Increase in Boil Water Advisories

- Prior to Hurricane Matthew, the JWSC never issued boil water advisories.
- Commission went from not issuing boil water advisories at all to doing so in accordance with state regulations, which is a shocking increase to the general public.
- 2017 Boil Water Advisories – 60
- 2018 Boil Water Advisories (YTD) – 43

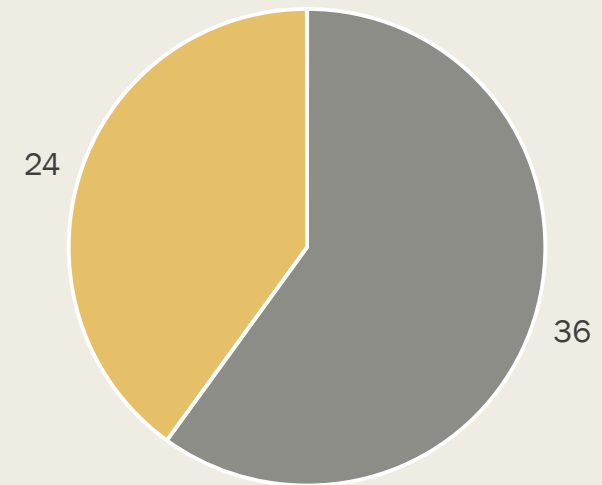
Where? – Localized or System-Wide?

2018 Boil Water Advisories by Location



■ Mainland ■ Island

2017 Boil Water Advisories by Location



■ Mainland ■ Island

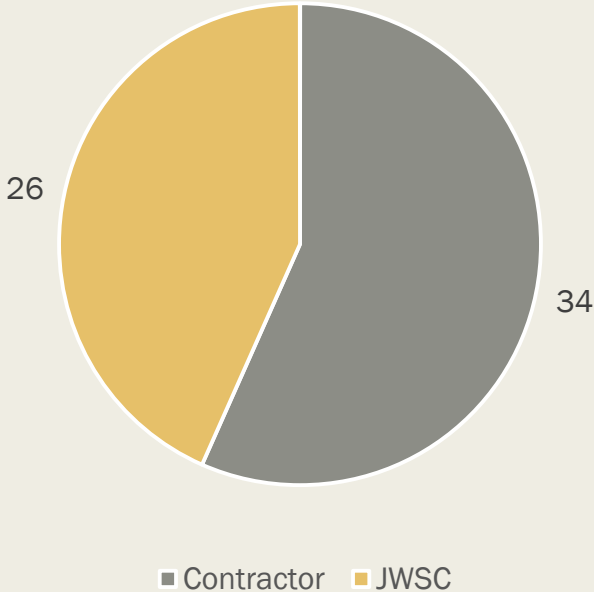
When? – Can We Notice Patterns in Boil Water Advisories?

Boil Water Advisories by Month

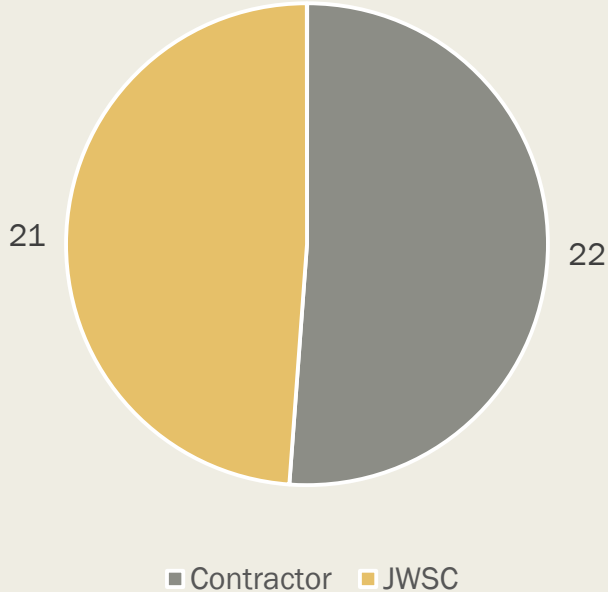


Who? – Does the Private Sector Contribute to Boil Water Advisories?

2017 Breaks by Public/Private

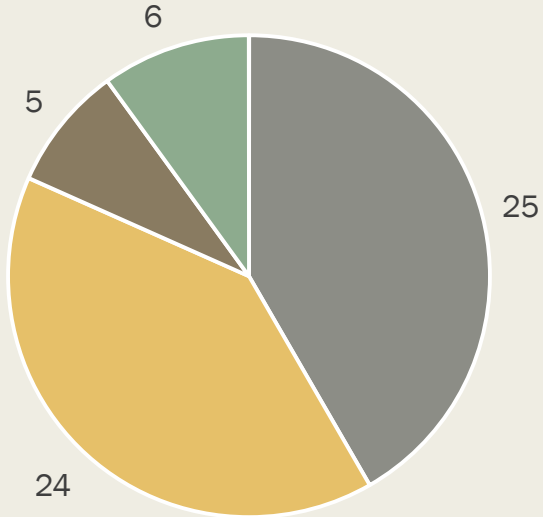


2018 Breaks by Public/Private



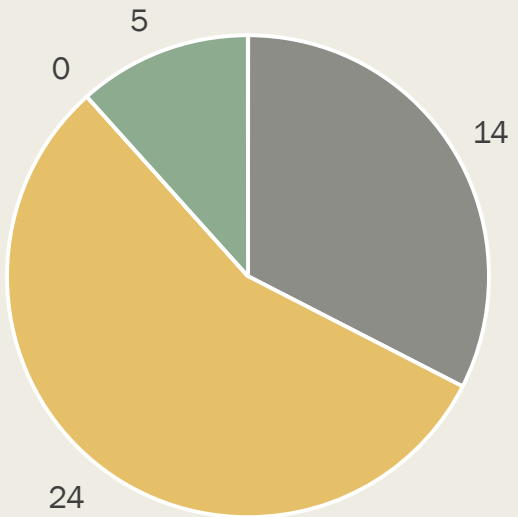
What? – Causes of JWSC Boil Water Advisories

2017 Breakdown by Cause



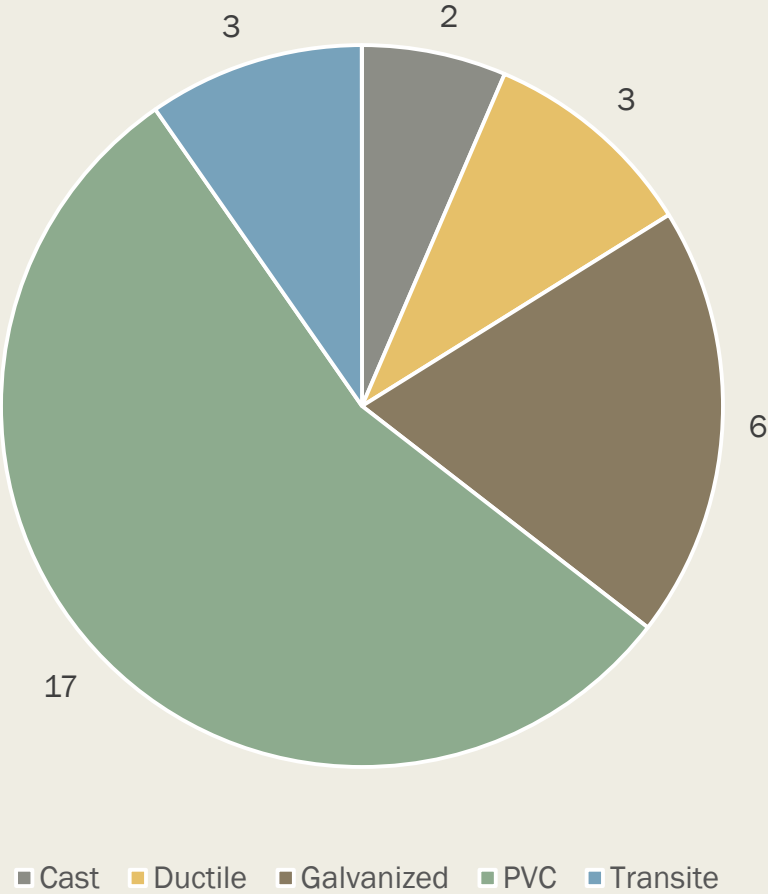
■ Damage ■ Materials ■ Private System ■ Other

2018 Breakdown by Cause

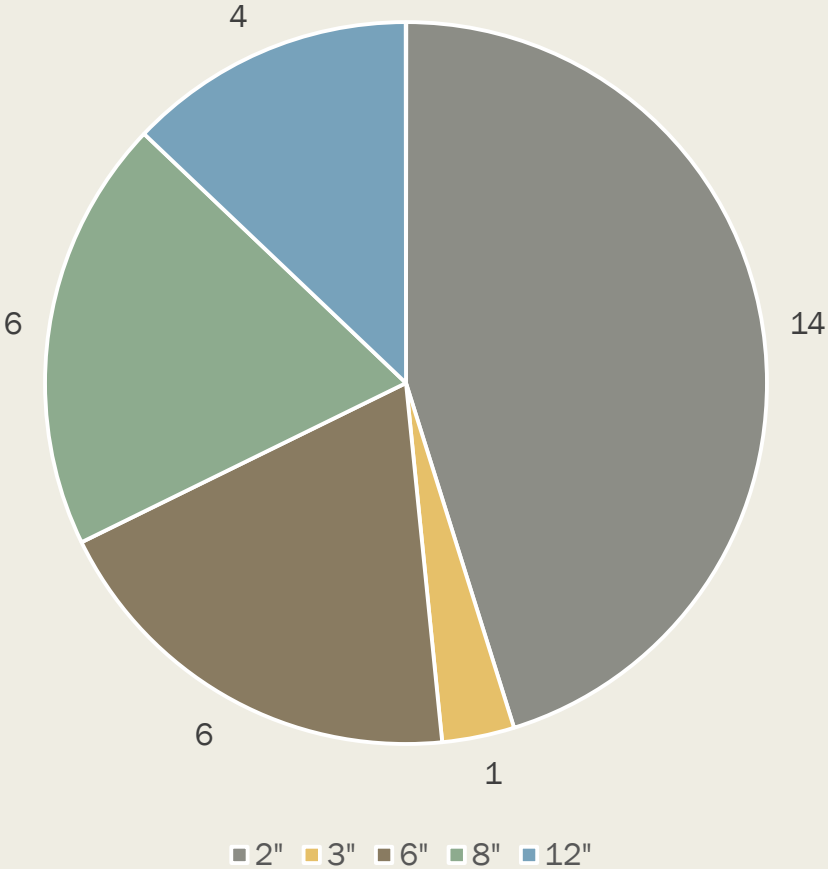


■ Damage ■ Materials ■ Private System ■ Other

What? – Material Failures by Pipe Material



What? – Material Failures by Pipe Diameter



How? – Reducing Time of Boil Water Advisories

- Current testing protocols for E. coli take 22-24 hours to get results.
- Staff is researching other EPA approved testing methods to determine methods which decrease this duration. Once the research is completed, staff will consider the costs associated with the new methods versus the potential benefit to the community.

How? – Reducing Frequency of Boil Water Advisories

- Based on the data, small diameter PVC and galvanized lines seem to be causing the greatest troubles.
 - *Prioritize replacement of small diameter galvanized lines due to age.*
 - *Look for more opportunities to fix small diameter leaks under pressure.*
- Over 50% of boil water advisories issued by the JWSC in the past 2 years are caused by contractors.
 - *Educate contractors to make sure lines are located properly before digging occurs.*
 - *Work with other utilities to provide sufficient space between services to perform maintenance in the future.*

CAPITAL PROJECT REPORT

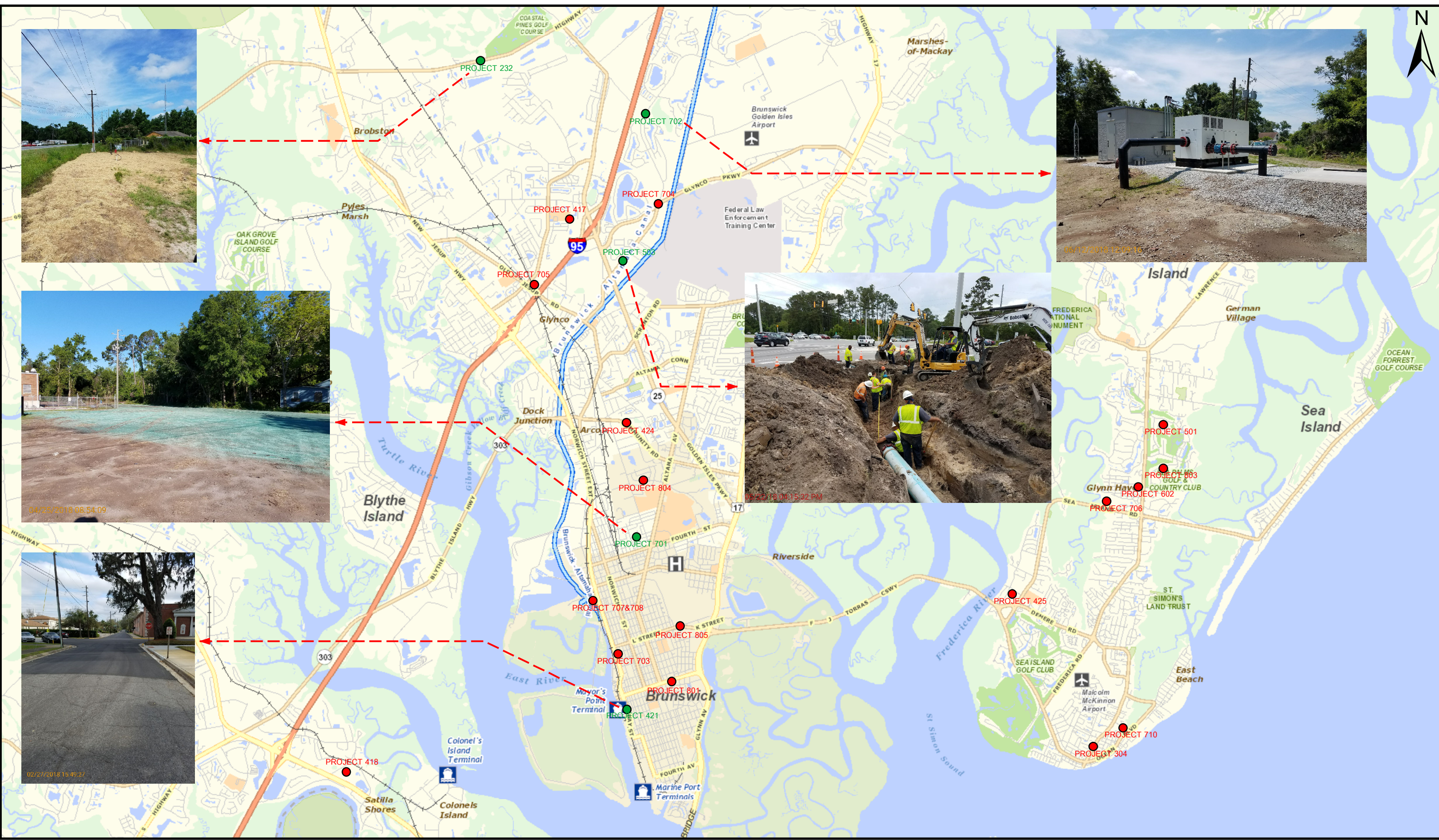
08/02/18

PROJECT DESCRIPTION						FUNDING SOURCE			BUDGET V ACTUAL									% COMPLETE						Status
Proj #	Project Name	Proj Mgr	Concept Design Eng	Detail Design Eng	Contractor	R&R Reserve	CIF Reserve	SPLOST	Original Project Est (Budget)	Purchase Orders	Change Orders	Change Orders Pending	Total Funding	Expenditures	Encumbrances	Remaining Approved Funds	% Remaining Approved Funds	Project Start Date	Anticipated End Date	% Conceptual Design	% Detail Design	% Easement/Permits/ Bid for Const.	% Construction	
OPEN																								
232	SR-99 Water Main Extension	TK	EMC	RGA / EMC	Seaboard													2/29/2016	11/25/2016	100	100	50	75	Phase I plan revisions in progress. Awaiting easement acquisition from Seaboard. Change Order will be necessary to complete Phase 1.
417	Ridgewood Water Production Facility	TK	JWSC	RGA	TBD													TBD	TBD	100	100	0	0	Awaiting prioritizing for construction
421	Mansfield Street	TK	Stantec	Stantec	JH Stone													6/8/2015	COMPLETE	100	100	100	100	Final Change Order under JWSC review.
501	Alder Circle	TK	JWSC	EMC	TBD													TBD	TBD	100	100	0	0	SPLOST funded. All bids declined. Re-evaluating overall plan for Sea Palms East Water System.
503	Canal Crossing W/S Improvements	TK	JWSC	EMC	East Coast Paving													3/23/2015	COMPLETE	100	100	100	100	Record Drawings have been submitted to Glynn Co for revisions. Holding 20k final payment.
602	Holly Street	TK	JWSC	HHNT	TBD													TBD	180 days	100	100	100	0	Engineering Design complete. Have requested Glynn CO. to advertise for construction. SPLOST 5 funded.
701	PS 4048 Force Main Improvements	TK	JWSC	HGB	TB Landmark													9/12/2017	COMPLETE	100	100	100	100	Project Complete. Warranty work on paving.
702	North Mainland Sewer Improvements - Phase 1	TK, JWSC Operations	JWSC, Constantine	Constantine Engineering	Constantine Constructors													8/17/2017	8/10/2018	100	100	100	95	Record Drawings and completion of punchlist items. Fencing by JWSC.
	North Mainland Sewer Improvements - Phase 2 (PS41140/Harry Driggers/Canal Rd. force main)	TK	JWSC	TBD	TBD													TBD	270 days	75	0	0	0	Preliminary engineerings in progress: utility locates, geo-technical, surveyings, permitting and easement acquisition.
	North Mainland Sewer Improvements - Phase 3 (aka. Phase 2 downstream; PS4036 forcemain to Academy WWTP)	TK	JWSC	TBD	TBD													Jan - 2019'	270 days	90	0	0	0	Preliminary engineering underway: Coordination with Glynn County required to finalize route on Canal Road required.
703	PS 4003 Decommission and Gravity Sewer	TK	4Waters	TBD	TBD													TBD	270 days	100	0	0	0	Design bids received. Awaiting decision on award.
704	Canal Road to Glynco 12" Watermain Loop	TK	JWSC	JWSC	TBD													TBD	90 days	75	0	0	0	Design at concept stage. Utilize surplus 12" C900 PVC material. Connect Glynco Pkwy. to Canal Rd. loop.
801	FEMA Hazard Mitigation-Academy Creek	AB	Haggerty	TBD	TBD													TBD	TBD	N/A	N/A	N/A	N/A	Applications have been submitted to FEMA for hazard mitigation needs. Awaiting on response from FEMA.
804	Magnolia Water Improvements	TK	JWSC	City of BWK / EMC	TBD													per COB Jan - 2019'	270 days	100	0	0	0	COB Project/Contract. Survey field work complete. Engineering Design In Progress
805	L Street Water Improvements	TK	JWSC	City of BWK / EMC	TBD													per COB Dec - 2018'	180 days	100	0	0	0	COB Project/Contract. Plans forwarded to COB for revisions.
806	Academy Creek Oxygen System Rehab	AB	HGB	HGB	TBD																			
807	SSI Phase II Smoke & Dye Testing	RJ	TBD	TBD	TBD													TBD	TBD	0	0	0	0	

UNSOLICITED PROPOSALS
 Sinclair (SSI) 121 Lot S/D; proposed improvements to PS2056 and force main.
 Bergen Woods Apartments Proposed 252 apartment development; PS4105 and force main improvements. **(PENDING JWSC BOC APPROVAL)**

BULL PEN (Proposed)
 Friendly Express #71 W & Fmain Ext/Coop Agreement Cooperative project with developer to extend W&S to previously unserved neighborhoods/commercial. SR303 & US 341
 PS 4021 Improvements 5 Year Expansion Plan project; pump/electrical/control upgrades pumpstation to serve capacity needs along Altama, Scranton & mall area.
 PS3114 Improvements 5 Year Expansion Plan project; pump/electrical/control upgrades pumpstation to serve Exit 29 capacity needs from Southport Pkwy., south.
 Glynn County Village Storm Improvements- Phase I Opportunity project with Glynn County to replace/upgrade sections of W&S in common with areas of storm improvements.
 Glynn County Village Storm Improvements- Phase II (same as above)

COMPLETED/REMOVED FROM LIST
 213 NM WTP NPDES Permit 425 Low Pressure Sewer Design-Epworth Acres
 225 CMMS System Upgrade 504 Canal Rd Pump Station
 301 SCADA Upgrade Project 505 Lift Station 2032 and Forcemain
 304 SSI Village Area Water Improvements 705 Hautala to Old Jesup Watermain Loop
 319 Urbana 706 Dunbar Creek WWTP Project Evaluation
 403 SCADA Upgrade 707 Academy Creek WWTP Project Evaluation
 409 LS 2030 and FM Rehab 708 Academy Creek WWTP Odor Control
 413 Frederica/Atlantic Sewer & FM Rehab 709 Mainland Sewer Transmission Sys Cap
 416 Hampton Water Production Facility 710 LF 2002 Upgrades
 418 Southport Water Production Facility 802 VT SCADA
 419 Canal Rd to Old Jesup W/S Improvements 803 SSI Sanitary Sewer Flow Monitoring
 424 Low Pressure Sewer Design-Community Rd



Any information provided by the JWSC relating to the size and location of existing utilities (i.e. GIS maps, records, drawings, etc.) are offered to assist the designers and others in identifying available points of connection. Such information is offered for the user's information only and is not guaranteed. Use of such information for detailed design purposes without proper field verification shall be at the users own risk. Created by H. Patel

BRUNSWICK-GLYNN JOINT WATER & SEWER COMMISSION
 1703 GLOUCESTER STREET, BRUNSWICK, GA 31520
JWSC R&R/CAPITAL PROJECTS - 07/02/2018

- CONSTRUCTION IN PROGRESS
- DESIGN IN PROGRESS

