



Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick GA 31520
Thursday, May 2, 2019 at 2:00 pm
Commission Meeting Room

COMMISSION MEETING AGENDA

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.

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Finance Committee – Commissioner Copeland

Communications Committee – Commissioner Stephens

Human Resources Committee – Commissioner Elliott

Legislative Committee – Commissioner Harvey

Economic Development Committee – Commissioner Duncan

Emergency Preparedness Committee – Commissioner Stephens

APPROVAL

1. **Minutes from April 18, 2019 Regular Meeting** (*subject to any necessary changes*)
2. **Minutes from April 18, 2019 Executive Session** (*subject to any necessary changes*)
3. **Intergovernmental Agreement - Sea Palms Sewer Rehabilitation** – C. Dorminy

DISCUSSION

1. **Meter Replacement RFP Update** – J. Junkin
2. **Whitlock Avenue Sewer Blockage/Collapse Update** – J. Junkin
3. **Proposals for Academy Creek and Dunbar Creek Upgrades** – J. Junkin

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, May 2, 2019 at 2:00 PM**

COMMISSION MINUTES

PRESENT:

**G. Ben Turnipseed, Chairman
Steve Copeland, Vice-Chairman
Donald Elliott, Commissioner
Tripp Stephens, Commissioner
Wayne Neal, Commissioner
Bob Duncan, 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**

ABSENT:

Cornell L. Harvey, Commissioner

MEDIA PRESENT:

**Taylor Cooper, The Brunswick News
Pamela Permar Shierling, The Islander**

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

Commissioner Neal provided the invocation and Commissioner Duncan led the pledge.

PUBLIC COMMENT PERIOD

Chairman Turnipseed opened the public comment period.

Calvin Waye, Fire Hydrants for Old Buck Swamp Area – Mr. Waye commented that as the President of the Tri-Area Association in the Brookman, Buck Swamp and Fancy Bluff Area, he has often been receiving questions about the original Buck Swamp area, specifically regarding the need for fire hydrants and the lack thereof. There are residents in the area as well as a church, and they have been asking why do all of the fire hydrants go out towards the newer parts of Buck Swamp and there are none in the original portion? This is a need for safety purposes as well as insurance premium costs which are higher when there is a lack of presence of fire hydrants. Mr. Waye is asking for immediate attention in providing fire hydrants in this area.

Chairman Turnipseed thanked Mr. Waye for his commentary.

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

COMMITTEE UPDATES

There were no committee updates.

APPROVAL

1. Minutes from the April 18, 2019 Regular Commission Meeting

Commissioner Duncan made a motion seconded by Commissioner Stephens to approve the minutes from the April 18, 2019 Regular Commission Meeting. Motion carried 6-0-1. (Commissioner Harvey was absent from the meeting.)

Chairman Turnipseed requested a motion to excuse Commissioner Harvey from the meeting due to being out of town on business.

Commissioner Stephens made a motion seconded by Commissioner Neal to excuse Commissioner Harvey from the meeting. Motion carried 6-0-1. (Commissioner Harvey was absent from the meeting.)

2. Minutes from the April 18, 2019 Executive Session

Commissioner Neal made a motion seconded by Commissioner Copeland to approve the minutes from the April 18, 2019 Executive Session. Motion carried 6-0-1. (Commissioner Harvey was absent from the meeting.)

3. Intergovernmental Agreement – Sea Palms Sewer Rehabilitation – C. Dorminy

Charlie Dorminy provided the Commissioners with a copy of the proposed SPLOST V Intergovernmental Agreement between Glynn County and JWSC regarding the SPLOST V Sewer Line Rehabilitation Project for their review. He recalled for the Commissioners that the SPLOST V projects for Glynn County included various water and sewer capital outlay projects, including the SPLOST V project known and described as “Sewer line Rehabilitation”. The JWSC has identified this as a qualifying project within the Sea Palms development. The Intergovernmental Agreement is required by law to be entered into in order for the County to be able to provide SPLOST V funds to the JWSC, and so that JWSC may manage the project. Mr. Dorminy then gave an overview of the proposal and agreement for the Commission.

Commissioner Duncan made a motion seconded by Commissioner Stephens to move that the JWSC enter into the SPLOST 2005 Intergovernmental Agreement for Sea Palms Sewer Line Rehabilitation. Motion carried 6-0-1. (Commissioner Harvey was absent from the meeting.)

DISCUSSION

1. Meter Replacement RFP Update – J. Junkin

Mr. Junkin provided an update on the progress of the Meter Replacement Request For Proposal (RFP). He indicated that the AMR telemetry batteries through the system are failing. BGJWSC desires to replace the current meters systematically with AMI or Advanced Metering Infrastructure. Mr. Junkin advised that staff is in the process of finalizing a Request For Proposals to solicit AMI providers to provide new metering infrastructure with telemetry capabilities to support AMI such that water meters are monitored in near real time. After the proposals are received and evaluated, the proposing vendors will

be reduced to a short list. Those on the short list will be allowed to do a pilot study for 6 months using the technology they proposed and to find out what the capabilities are for the technology. Financing will be a significant consideration as well as customer access and customer support via internet access to the data being generated by the water meters serving each customer which is very important. Mr. Junkin provided a preliminary schedule of execution for the project and also a draft of the RFP Initial Evaluation and Technical Worksheet for the Commissioners' review. Commissioner Elliott questioned if JWSC is requesting a particular lifespan for the meters in the RFP. He suggested that the RFP language should include a minimum life for the battery and the head, and that if these do not achieve their minimum life that the vendor replace it at their cost to include both the battery and the head, and then provided the reason for his suggestion. The Commission further discussed various details and outcomes that should be expected. The RFP is expected to be for advertisement in June 2019.

2. Whitlock Avenue Sewer Blockage/Collapse Update – J. Junkin

Mr. Junkin provided highlights and a summary update on the Whitlock Avenue sewer blockage and collapse found on April 18, 2019. He discussed the CCTV that was done on the line and where there were issues and blockage found by Bloodhound that did the CCTV work. He commended the staff who worked on the repairs to the initial collapsed 30" line and sinkhole as well as the second collapse and sinkhole. There was a total of 545' of line that had to be replaced. Jay Sellers provided a descriptive video of the collapses and sinkholes, included CCTV video of the interior of the lines, and detailed the work that was required for the repairs not only on Whitlock Avenue, but also additional sinkholes that occurred on B&W Grade Road. After additional discussion between the Commission and staff, Chairman Turnipseed commended staff for the quick responses and hard work. Commissioner Neal also complimented staff on the frequent updates during the work.

3. Proposals for Academy Creek and Dunbar Creek Upgrades – J. Junkin

Mr. Junkin provided that five responses had been received from engineering firms on the previous day, and noted that the evaluation team is in the process of reviewing those. Initial scoring is expected to be completed by May 10th. After the initial review, interviews will be conducted with the five proposing firms on May 13th and 14th. A final recommendation will be presented to the Facilities Committee and Commission soon thereafter.

EXECUTIVE DIRECTOR'S UPDATE

Mr. Junkin acknowledged and congratulated Chairman Turnipseed on becoming a member of the Georgia Tech Hall of Fame. Mr. Junkin then commented that the RFP for the solids hauling roll-off truck is going out for advertisement on May 3rd with one month for responses, and a few more months before an order would be filled. He added that the inventory analysis is in process. Also noted was that the critical equipment inventory requiring preventive maintenance is in process; that equipment will be receiving scored for determining the worst in need of preventive maintenance. Mr. Junkin updated that the smoke testing project started in East Beach. He provided that an emergency preparedness table top drill will be held at end of May at the EOC. It is expected that four staff members will attend. He added that staff will reach out to Commissioner Stephens to schedule an Emergency Preparedness Committee Meeting.

CHAIRMAN'S UPDATE

Chairman Turnipseed recommended that the Commissioners attend the Georgia Rural Water Association Conference on Jekyll Island.

EXECUTIVE SESSION

Chairman Turnipseed advised that there would be an executive session to discuss litigation and personnel with no vote to be taken after.

Commissioner Copeland made a motion seconded by Commissioner Stephens to enter into Executive Session to discuss Litigation and Personnel. Motion carried 6-0-1. (Commissioner Harvey was absent from the meeting.)

Return to Regular Session.

Commissioner Duncan made a motion seconded by Commissioner Stephens to return to regular session. Motion carried 6-0-1. (Commissioner Harvey was absent from the meeting.)

Chairman Turnipseed requested a motion to adjourn the meeting.

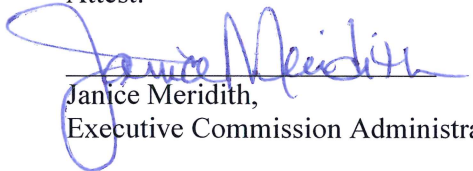
Commissioner Stephens made a motion seconded by Commissioner Duncan to adjourn the meeting. Motion carried 6-0-1. (Commissioner Harvey was absent from the meeting.)

There being no additional business to bring before the Commission, Chairman Turnipseed adjourned the meeting at 3:46 p.m.



G. Ben Turnipseed, Chairman

Attest:



Janice Meridith,
Executive Commission Administrator



Brunswick-Glynn County Joint Water and Sewer Commission

Memo

To: Commissioners

From: Charles A. Dorminy, J.D., LL.M.

Date: May 2, 2019

Re: SPLOST 2005 Intergovernmental Agreement re Sea Palms Sewer Line Rehabilitation

Background

The Seventh Addendum to the Operational Agreement amended the Operational Agreement to allow the JWSC to receive direct disbursements of remaining, eligible SPLOST V proceeds from the City and/or County for approved water and sewer SPLOST V projects, under such terms and conditions as are mutually agreed upon with the JWSC by the County and/or City, as applicable, in a separate Intergovernmental Agreement. The approved SPLOST V projects for Glynn County included various water and sewer capital outlay projects, including the SPLOST V project known and described as "Sewer Line Rehabilitation". The JWSC has identified this as a qualifying project within the Sea Palms development. The enclosed Intergovernmental Agreement is required by law to be entered into in order for the County to be able to provide SPLOST V funds to the JWSC, and so that the JWSC may manage the project.

Overview of Proposal/Agreement

Through the IGA, the County and JWSC agree that the Project is to be funded in whole or in part using the remaining \$561,795.00 of SPLOST V proceeds allocated and reserved by the County specifically for Sewer Line Rehabilitation and shall be used for improvements in the Sea Palms development in order to increase capacity and improve sewer service in mainland Glynn County.

The JWSC agrees to promptly perform and complete the Project and understands that it is solely responsible for the completion of same. If any unspent SPLOST V funds remain with the JWSC after JWSC has satisfactorily completed and funded the SPLOST V JWSC Project, such remaining funds shall be deemed excess funds, immediately returned to the County, and disposed of by the County as provided by Georgia law.

The JWSC agrees to promptly proceed with the acquisition, construction, and equipping of the Project. The JWSC understands and agrees that it must fund and complete the Project and that the project cannot be abandoned even if the actual cost of the Project exceeds the amount of SPLOST proceeds received from the County under this Agreement.

Motion

I hereby move that the JWSC enter into the SPLOST 2005 Intergovernmental Agreement for Sea Palms Sewer Line Rehabilitation.

STATE OF GEORGIA
COUNTY OF GLYNN

SPLOST V AGREEMENT
BY AND BETWEEN
GLYNN COUNTY, GEORGIA,
AND
BRUNSWICK-GLYNN COUNTY
WATER AND SEWER COMMISSION
REGARDING THE
SPLOST V SEWER LINE REHABILITATION PROJECT

This Intergovernmental Agreement ("Agreement") is made and entered into as of May 16, 2019 (the "Effective Date"), by and between GLYNN COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereafter sometimes referred to as the "County") and the BRUNSWICK-GLYNN COUNTY WATER AND SEWER COMMISSION, a body corporate and politic, acting by and through its Commissioners (hereafter sometimes referred to as the "JWSC").

WITNESSETH:

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

WHEREAS, on June 5, 2007, pursuant to the Act, the City, County and JWSC entered into an Operational Agreement detailing the power of the JWSC to operate the Unified System and the rights of the County, City, and JWSC during the period of such operation by the JWSC, which agreement has been amended by the following amendments thereto: (i) Addendum entered into on July 6, 2007; (ii) Second Addendum entered into on June 30, 2010; (iii) Third Addendum entered into on November 4, 2010; (iv) Fourth Addendum entered into on December 18, 2014; and (v) Fifth Addendum entered into on April 20, 2017; (vi) Sixth Addendum entered into on June 21, 2018; and (vii) Seventh Addendum entered into on December 20, 2018. The Operational Agreement, as amended, is hereinafter collectively referred to as the "Operational Agreement"; and,

WHEREAS, the Fifth Addendum to the Operational Agreement amended the Operational Agreement to allow the JWSC to receive direct disbursements of eligible SPLOST proceeds from the City and/or County for approved water and sewer SPLOST projects, beginning with SPLOST 2016, and to authorize the JWSC to complete such SPLOST projects, under such terms and

conditions as may be mutually agreed upon with the JWSC by the County and/or City, as applicable, in a separate Intergovernmental Agreement; and,

WHEREAS, on November 8, 2005, voters of Glynn County approved the imposition of a Special Local Option Sales Tax (hereinafter referred "SPLOST V") to be collected, beginning on January 1, 2007, for the raising of an estimated amount of \$124,449,616 for the purpose of funding certain capital outlay projects, including improvements to the sewer and water systems in the City of Brunswick and Glynn County; and,

WHEREAS, the Seventh Addendum to the Operational Agreement further amended the Operational Agreement to allow the JWSC to also receive direct disbursements of remaining, eligible SPLOST V proceeds from the City and/or County for approved water and sewer SPLOST V projects, under such terms and conditions as may be mutually agreed upon with the JWSC by the County and/or City, as applicable, in a separate Intergovernmental Agreement; and,

WHEREAS, the approved SPLOST V projects for Glynn County included various water and sewer capital outlay projects, including the SPLOST V project known and described as "Sewer Line Rehabilitation" (said project hereinafter sometimes referred to the "SPLOST V "Sewer Line Rehabilitation Project" or "Project"); and,

WHEREAS, the County and JWSC desire to enter into this Intergovernmental Agreement in order for the County to disbursement of eligible SPLOST V proceeds to the JWSC for the SPLOST V JWSC "Sewer Line Rehabilitation" Project described herein and for the JWSC to complete such Project under the terms and conditions set forth herein; and,

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county, municipality, school district, or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years, with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

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

SECTION 1. REPRESENTATIONS AND MUTUAL CONSENTS

(a) Proceeds of SPLOST V were disbursed to Glynn County by the state in accordance with O.C.G.A. § 48-8-115, pursuant to which one percent of the amount collected was paid into the general fund of the state treasury in order to defray the costs of administration, and the remainder of which was distributed to the governing authority of Glynn County. All such remaining SPLOST V proceeds received by Glynn County from the state revenue commissioner

were then distributed to Glynn County and the City of Brunswick (hereinafter referred to as the "City") on a monthly basis based on the ratio that the population of the City bears to the total population of Glynn County.

(b) SPLOST V proceeds actually received from the state revenue commissioner were substantially less than estimated, resulting in a shortfall and reduction in the amounts originally estimated for many SPLOST V projects, including water and sewer projects. SPLOST V proceeds in the amount of \$561,795.00 have been allocated and reserved by the County for the completion of the SPLOST V Sewer Line Rehabilitation Projects. The scope of the Project is further described and set forth in Section 4 of this Agreement. Such SPLOST V Sewer Line Rehabilitation Project are to be funded in whole or in part from the County's portion of the SPLOST V proceeds in accordance with SPLOST Law and as set forth and agreed upon in this Agreement.

(c) It is the intention of the County and JWSC to comply in all respects with O.C.G.A. § 48-8-110 et seq. (herein sometimes referred to as "SPLOST Law"), and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 et seq. JWSC shall use all SPLOST proceeds received from the County under this Agreement in a manner consistent with SPLOST Law and this Agreement.

(d) The parties agree that the Project contemplated and to be completed by JWSC under this Agreement shall be maintained as a public facility and in public ownership. The SPLOST V Sewer Line Rehabilitation Project shall be operated by JWSC for the benefit of and made available to the general public. The operation of all such projects shall be at the sole risk of the JWSC. If ownership of a project funded or financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds, immediately provided to the County, and disposed of by the County as provided under O.C.G.A. § 48-8-121(g)(2). The obligation to return any such excess funds to the County shall survive any termination of this Agreement.

(e) The JWSC agrees to maintain thorough and accurate records concerning the receipt of SPLOST V proceeds from the County and the expenditures for the Project undertaken by JWSC hereunder. Without limiting the generality of the foregoing, the JWSC shall also maintain and retain any and all agreements, contracts, purchase orders, invoices, and payment records with any vendors, contractors, and third parties pertaining to the SPLOST V Sewer Line Rehabilitation Project and/or the expenditure of any SPLOST proceeds received from the County. Upon request by County, the JWSC shall promptly submit to County any and all such records and materials for review, inspection, and/or copying.

SECTION 2. EFFECTIVE DATE AND TERM OF AGREEMENT

(a) This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

(i) The disbursement of the last dollar of SPLOST V proceeds from County to JWSC for the SPLOST V Sewer Line Rehabilitation Project described and as set forth under this Agreement; or

(ii) The completion of the SPLOST V Sewer Line Rehabilitation Project by JWSC.

(b) However, notwithstanding any termination of this Agreement, the JWSC shall continue to use and operate the SPLOST V Sewer Line Rehabilitation Project in a manner consistent with SPLOST Law and any other applicable law.

SECTION 3. SEPARATE ACCOUNTS

(a) A special fund or account shall be created by the JWSC and designated as the 2005 JWSC Special Purpose Local Option Sales Tax Fund ("JWSC SPLOST V Fund"). The JWSC shall select a local bank which shall act as a depository and custodian of the JWSC SPLOST Fund upon such terms and conditions as may be acceptable to the JWSC.

(b) All SPLOST V proceeds received by JWSC shall be maintained by the JWSC in the separate accounts or funds established pursuant to this Section. SPLOST V proceeds received by JWSC hereunder shall not be commingled with other funds of the JWSC and shall be used exclusively for the SPLOST V Sewer Line Rehabilitation Project as detailed in this Agreement. Under no circumstances may the SPLOST V proceeds distributed hereunder by County to JWSC be used for any other project or purpose. No funds, other than SPLOST V proceeds, shall be placed in such funds or accounts.

SECTION 4. PROJECT

(a) SPLOST V included various water and sewer capital outlay projects for Glynn County. It has been found and determined by both the County and JWSC that due in large part to the Financial Crisis of 2008 and the Great Recession of 2008, SPLOST V proceeds actually received from the state revenue commissioner ended up being substantially less than estimated, resulting in a significant shortfall and reduction in the amount originally estimated for many SPLOST V projects, including the subject SPLOST V Sewer Line Rehabilitation Project.

(b) The County and JWSC have carefully considered the current state of the water and sewer infrastructure, as well as the reduction in available SPLOST V proceeds, and have determined and concluded that the wastewater treatment needs of St. Simons Island and citizens of Glynn County will be served by capital Sewer Line Rehabilitation upgrades and improvements to the sewer infrastructure in the area of Sea Palms on Saint Simons Island (hereinafter "Sea Palms Sewer Line Rehabilitation Project"). The County and JWSC further find and determine that the use of the allocated SPLOST V Sewer Line Rehabilitation Project funds towards the Sea Palms Sewer Line Rehabilitation Project is an appropriate use of such Project funds and is consistent with

the purpose and intent of the SPLOST V Sewer Line Rehabilitation Project, which is to rehabilitate and improve the quality of sewer lines and sewer service in Glynn County;

(c) The County and JWSC agree that the Sea Palms Sewer Line Rehabilitation Project is to be completed and funded in whole or in part using the remaining \$561,795.00 of SPLOST V proceeds allocated and reserved by the County specifically for the SPLOST V Sewer Line Rehabilitation Project. The SPLOST V Sewer Line Rehabilitation Project shall consist of the Sea Palms Sewer Line Rehabilitation Project, which is further described as follows:

Brunswick-Glynn County Water and Sewer Commission
Sewer Line Rehabilitation Project

Capital upgrades, construction, or improvements related to the rehabilitation or replacement of gravity sewer infrastructure in Sea Palms, specifically consisting of cured-in-place plastic insituform rehabilitation, in order to improve sewer services.

<p>Amount of SPLOST V funds to be distributed by County to JWSC and used by JWSC for the SPLOST V Sea Palms Sewer Line Rehabilitation Project Projects: \$561,795.00</p>

SECTION 5.
PROCEDURE FOR DISBURSEMENT OF SPLOST PROCEEDS

(a) Within ten (10) business days following the execution of this Agreement by both parties, the County shall directly distribute SPLOST V proceeds in the amount of \$561,795.00 to the JWSC in a single lump sum transfer. Such SPLOST V proceeds received by JWSC from County shall be immediately deposited in the separate fund established by the JWSC in accordance with Section 3 of this Agreement and shall be used exclusively for the SPLOST V Sewer Line Rehabilitation Project detailed in this Agreement. No other or further SPLOST distributions will be made by the County to the JWSC for the SPLOST V Sewer Line Rehabilitation Project.

(b) The County will not be responsible for any SPLOST V Sewer Line Rehabilitation Project expense or any SPLOST V Sewer Line Rehabilitation Project distributions to JWSC beyond the \$561,795.00, nor shall the total of all distributions from County to JWSC under this Agreement exceed a maximum of \$561,795.00.

(c) Should the JWSC cease to exist as a legal entity before all funds are distributed under this Agreement, the JWSC's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct JWSC part of another successor entity. If such an act is passed, the defunct JWSC's share shall be paid to the successor entity in addition to all other funds to which the successor entity would otherwise be entitled.

SECTION 6.
COMPLETION OF PROJECT

(a) The JWSC agrees to promptly perform and complete the SPLOST V Sewer Line Rehabilitation Project and understands that it is solely responsible for the completion of same. The County and JWSC acknowledge that the \$561,795.00 SPLOST V Sewer Line Rehabilitation Project cost is an estimated amount.

(b) If any unspent SPLOST V Sewer Line Rehabilitation Project funds provided by County hereunder remain with the JWSC after JWSC has satisfactorily completed and funded the Sea Palms Sewer Line Rehabilitation Project, such remaining funds shall be deemed excess funds, immediately returned to the County, and disposed of by the County as provided under O.C.G.A. § 48-8-121(g)(2). The obligation to return any such excess funds to the County shall survive any termination of this Agreement.

(c) The JWSC agrees to promptly proceed with the acquisition, construction, and equipping of the SPLOST V Sewer Line Rehabilitation Project described herein. The JWSC understands and agrees that it must fund and complete said SPLOST V Sewer Line Rehabilitation Project and that the Project cannot be abandoned even if the actual cost of the SPLOST V Sewer Line Rehabilitation Projects exceeds the amount of SPLOST V proceeds received from the County under this Agreement.

SECTION 7.
CERTIFICATE OF COMPLETION

Within thirty (30) days after the acquisition, construction or equipping of the SPLOST V Sewer Line Rehabilitation Project described in Section 4 above is completed, the JWSC shall file with the County a Certificate of Completion signed by the Chair of the JWSC or the Executive Director of the JWSC, setting forth the date on which the Project was completed, and the final cost of the project.

SECTION 8.
ANNUAL REPORT

(a) During the term of this Agreement, the JWSC shall at its expense cause to be prepared and submitted to County an annual report on or before December 1 of each year of this Agreement setting forth the following in relation to the SPLOST V Sewer Line Rehabilitation Project described in Section 4 above: (i) a description of the project and the total funds expended thereon to date; and (ii) whether the SPLOST V Sewer Line Rehabilitation Project is completed or currently under construction, the total funds expended thereon, and the current estimate of funds necessary to complete the project (if incomplete).

(b) The JWSC shall also cooperate with and assist the County in providing any other information or documentation pertaining to the SPLOST V Sewer Line Rehabilitation Project which might be necessary or desirable for County to comply with SPLOST Law and any other

applicable law, including but not necessarily limited to its annual audit and annual reporting requirements.

SECTION 9. NOTICES

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to JWSC:

Brunswick-Glynn County
Water and Sewer Commission
Attn: Executive Director
1703 Gloucester Street
Brunswick, Georgia 31520

If to Glynn County, Georgia:

Glynn County, Georgia
Attn: County Manager
1725 Reynolds Street, Suite 302
Brunswick, Georgia 31520

SECTION 10. ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the JWSC with respect to distribution and use of the proceeds from the SPLOST V Sewer Line Rehabilitation Project. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

SECTION 11. AMENDMENTS

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the JWSC.

SECTION 12. GOVERNING LAW

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

SECTION 13. SEVERABILITY/ACTION BY STATE OF GEORGIA

(a) Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this

Agreement or materially affects the operation of this Agreement. If this Agreement is held to be invalid or unconstitutional, the County shall have no obligation to distribute any SPLOST V proceeds to the JWSC. Upon a portion of the Agreement being declared invalid, the JWSC shall pay back to the County any SPLOST V funds received under this Agreement that are related to the portion of the Agreement declared invalid or unenforceable. The obligation to return any such funds to the County shall survive any termination of this Agreement.

(b) If any action or enactment of the State of Georgia or any of its departments or agencies results in the elimination or termination of SPLOST V and/or the elimination of the distribution or transfer of any SPLOST V proceeds to the County by the state revenue commissioner, the County shall be under no further obligation under this Agreement to distribute any SPLOST V proceeds to JWSC.

SECTION 14. COMPLIANCE WITH LAW

The County and the JWSC shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

SECTION 15. NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

SECTION 16. COUNTERPARTS

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

SECTION 17. MEDIATION

The County and the JWSC agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

SECTION 18. RECITALS

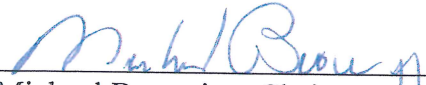
The recitals set forth above in this Agreement are made a part of this Agreement and are incorporated herein by reference.

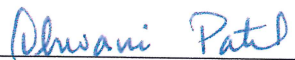
**SECTION 19.
THIRD PARTIES**

This Agreement shall not create any rights for any non-signatory third party nor shall any party hereto assign or share any of the benefits designated herein.

IN WITNESS WHEREOF, Glynn County, Georgia, and the Brunswick-Glynn County Water and Sewer Commission have caused this Agreement to be executed in their respective names by their duly authorized officers and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

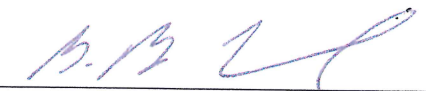
GLYNN COUNTY:

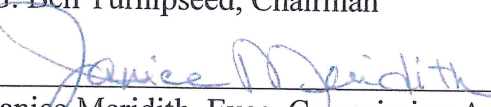
By:  May 16, 2019
Michael Browning, Chairman
Glynn County Board of Commissioners
Date

Attest: 
Dhwani Patel, County Clerk
(SEAL)



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

By:  5/2/19
G. Ben Turnipseed, Chairman
Date

Attest: 
Janice Meridith, Exec. Commission Administrator
(SEAL)

ADVANCED METER INFRASTRUCTURE PROJECT

Selection Process Highlights

1. Existing AMR technology is beyond its expected life and telemetry batteries are failing.
2. BGJWSC desires to replace the current meters systematically with Advanced Metering Infrastructure (AMI).
3. The BGJWSC is in the process of finalizing a Request for Proposals (RFP) to solicit AMI providers to provide new metering infrastructure with telemetry capabilities to support AMI such that water meters are monitored in near real time. The proposals will include a phased replacement approach. Vendor financing will also be a significant consideration. Customer access and customer support via internet access to the data being generated by the water meters serving each customer will also be an important consideration. Corporate history and similar project references as well as hardware warranties will be included in the RFP.
4. A pilot test of the short-listed AMI proposers will be run for six months to confirm technological capabilities and to make a final decision on the best approach and technology to be used by the BGJWSC.

Preliminary Schedule of Execution

The following is a preliminary outline for the completion of the project. The BGJWSC along with the Bidders selected as part of the “short list” will finalize the schedule in order that it is optimized to best fit the BGJWSC’s requirements and expectations:

- RFP issued by July 1, 2019
- Questions from Bidders submitted by July 19, 2019
- Answers to questions submitted by the Bidders will be posted August 1, 2019
- RFP due by August 15, 2019
- RFP Short list determined by September 1, 2019
- Recommended System Pilot Test Short List to Board by October 1, 2019
- RFP Shortlist approved by Board by November 1, 2019
- RFP Pilot Test Contracts Execution Completed by December 1, 2019
- Initiation of pilot project by January 2, 2020
- Completion of the pilot project by July 1, 2020
- Final Vendor Selection by July 2, 2020
- Commission Award of AMI Contract by August 2, 2020
- AMI Contract execution by September 2, 2020
- Completion of year 2 project by July 1, 2021
- Completion of year 3 project by July 1, 2022
- Completion of year 4 project by July 1, 2023
- Completion of year 5 project by July 1, 2024

Details of Need & Procurement Approach

The BGJWSC has been upgrading its AMR “drive by” system, investing in Cellular Endpoint-based Advanced Metering Infrastructure and a Meter Data Management System for its water utilities for several years. The BGJWSC currently reads over 2,000 of its AMR meters manually each month. The rate of AMR failure of the remaining 28,000 meters due to batteries reaching the end of their useful life is increasing monthly. Therefore, the BGJWSC is seeking Proposals for an Advanced Metering Infrastructure (AMI) and a Meter Data Management System (MDMS) from qualified Bidders.

The proposals shall include the design and installation of all aspects associated with the system, including but not limited to meters, meter boxes, lids, backflow preventers (up to and including 2” meters), registers, transmitters, and antenna mounts as needed to properly operate the system. Piping adjustments necessary due to lay length changes must be accommodated by Proposers. Proposers will work in conjunction with BGJWSC staff to accommodate any needed changes to vaults or setters for all meters 3” and above in size.

The BGJWSC intends to purchase, finance or lease a hosted AMI head-end system with a combined MDMS as a “turn-key” system. All meter sizes currently utilized by the BGJWSC must be available to be read using the same AMI system. The BGJWSC may give preference to those Bidders supplying a system which offers a competitive financing and/or lease-purchase option.

The Bidder selected needs to be able to provide a full system with redundancy and adhere to security best practices. Should the Bidder be successful in the Pilot Project then it is the BGJWSC’s intention to move forward with the full implementation of the selected system using a phased-in approach. The BGJWSC therefore expects that the Pilot Project will be completed within six months from the initial award and the full implementation of the project will be completed within the following forty-eight months.

Some vendors may have AMI systems that incorporate MDMS in their base offering, or functionality that is a near equivalent of an MDMS; the BGJWSC is asking for MDMS proposals simply to ensure that the BGJWSC users of the system will have a wide range of control and information available to help them easily and quickly offer the BGJWSC’s internal and external customers every useful feature and service that is practical and affordable. MDMS companies may bid separately from AMI companies or together if they have corporate alliances or past agreements to work together on such projects.

If a separate MDMS is deemed necessary to be used with the AMI system chosen for the Pilot Project, it would need to be fully integrated, so the BGJWSC can more fully determine that the AMI vendor and the MDMS vendor will work adequately with the BGJWSC’s other systems and together.

The BGJWSC desires to partner with the most appropriate Bidder within its financial means. The BGJWSC prefers to select an experienced service provider who has implemented the metering applications integrated with an AMI technology at several similar cities and organizations and is proven to work collaboratively and effectively.

The BGJWSC intends to award to the highest ranked Bidder that will assume financial and legal responsibility for the contract. Proposals that include multiple Bidders must clearly identify one Bidder as the “prime contractor” and all others as subcontractors.

The BGJWSC anticipates conducting a Pilot AMI Project consisting of at or about 250 water meters in a generally co-located area with the prospective AMI Bidder to prove the concept before committing to a full purchase and full roll-out of an AMI system. This Pilot Project is anticipated to take no more than six months from the time it is implemented and for the BGJWSC to review. Bidder needs to provide a Pilot Project price and hold Phased-In Implementation Project prices firm for at least 48 months beyond the conclusion of the Pilot Project. The BGJWSC reserves the right to cease any Pilot Project and forego any additional implementation with any Bidder at any time for any reason, including but not limited to: lack of funding, poor performance with BGJWSC’s AMI/MDMS Pilot Project, poor performance of a similar installation at another utility, etc. The BGJWSC may elect to implement a Pilot Project with more than one Bidder.

With this solicitation, the BGJWSC intends to award one contract to the highest ranked Bidder and does not anticipate award to multiple companies. Regardless, the BGJWSC reserves the right to make multiple or partial awards. The acquisition of this system and equipment will follow the State of Georgia’s Best Value procurement method to determine which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor.

Each department will also rate each item on its relative level of importance or criticality within the overall area. Evaluators will have extra weighting for the scores in the areas related to their departments as a primary focus. Some areas have equal focus for evaluators and will be more equally weighted. A worksheet has been provided in the Appendix to give the Bidder an idea as to how the BGJWSC plans on evaluating the proposals in order to arrive at the Shortlist Evaluation.

As part of the committee’s review, it may invite selected Bidders to present information on their proposal at a BGJWSC office conference room and answer detailed questions, potentially on more than one occasion. The committee may also contact references of the Bidder and potentially make field visits to various references to validate claims from the Bidder and see real world systems in action and related due diligence.

Price for the entire project will be calculated by the BGJWSC in terms of initial costs, ongoing maintenance costs, and other costs from other Bidders for items necessary to operate the AMI /MDMS (note that meters may be purchased from Bidders besides the AMI Bidder if the AMI system is compatible with meters from multiple manufacturers, etc.) so that a total project price can be figured. The BGJWSC will also calculate prospective benefits from each AMI and compatible MDMS system so that an economic benefit(s) can be gaged across AMI/MDMS combinations. Awards will be based on a “Best Value” approach and not necessarily on the lowest overall ownership cost, although cost is a factor in deciding between systems that are otherwise similar.

BGJWSC											
Advanced Metering Infrastructure RFP Technical Requirements Worksheet											
2.0 Technical Requirements Evaluation for: _____		% of Total Score	COMPLY	ALTERNATE	EXCEPTION	EXPLANATION	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Overall Average
<u>Head End Administration</u> (1-10 Points each item) (Max. score of 140 points)											
§	A system with administrative ability to grant access to certain portions of the AMI /MDMS system to certain users and change access as necessary.						10	10	10	10	10
§	The System shall show and retain a minimum of 3 years of hourly usage history for all utility accounts.						10	10	10	10	10
§	System shall identify and present problematic data to operators for resolution before it reaches the BGJWSC’s billing system.						10	10	10	10	10
§	System shall provide standard reporting for meter exceptions, meter reads, meter events, communications, exceptional consumption, and continuous consumption.						10	10	10	10	10
§	System shall have the ability to view raw, processed, and validated data.						10	10	10	10	10
§	System shall be able to maintain up to 36-month history of meter data.						10	10	10	10	10
§	System shall display electric and water meter data in a Graphical User Interface (GUI), in tables, and via database ties.						10	10	10	10	10
§	System shall have the ability to manually insert raw register read or perform validation for a given meter.						10	10	10	10	10
§	System shall provide an instant “snapshot” of the entire utility system.						10	10	10	10	10
§	System shall have the ability to remotely disconnect/reconnect meters with remote connect/disconnect functionality. SaaS data shall be secured in Tier IV SSAE 16 certified data centers.						10	10	10	10	10
§	SaaS data shall be stored securely in more than one datacenter.						10	10	10	10	10
§	SaaS data files shall have scheduled backups and be properly stored in a secure location.						10	10	10	10	10
§	SaaS data is the property of BGJWSC and shall not be copied, shared, or sold by the Bidder.						10	10	10	10	10
§	System shall promptly notify the BGJWSC of any unauthorized access of BGJWSC data. SaaS database shall be fully retrievable by the BGJWSC.						10	10	10	10	10
SUBTOTAL AVERAGE							140	140	140	140	140
<u>Overall</u> (1-10 Points each item) (Max. score of 40 points)											
§	System must be overall user-friendly and easy to learn to use relative to other offerings. Preference will be given to a system that includes a Meter Data Management System or due to its simpliBGJWSC, requires no third-party Meter Data Management System. This (as well as other aspects listed in other areas) will be fully evaluated by BGJWSC employees in an AMI/MDMS Pilot Project in addition to pre-selection due diligence.						10	10	10	10	10
§	Implementation of this system must be done on a “live” basis as the BGJWSC presently has two billing read periods per month.						10	10	10	10	10
§	Field collection devices should use a cellular based communication system backhaul with pricing for such a system to be included in the proposal (including third party costs for such services and hardware) but be able to accommodate potential ties to the BGJWSC’s fiber network via TCPIP or other networking protocols.						10	10	10	10	10
§	Bidder to state all third-party items necessary to implement, operate, and maintain this system and estimate costs for these on a one time and ongoing bases.						10	10	10	10	10
SUBTOTAL AVERAGE							40	40	40	40	40
A. Technical Merit Subtotal (Maximum Score is 1440 with Final Weighting of 4)		60%					1440	1440	1440	1440	1440
B. Ability of Bidder to provide technical support (Maximum Score is 240)		10%					240	240	240	240	240
	• Bidder shall list standard levels of technical support and those which require additional cost.										
	• Give 30 points for every hour of support provided per year.										
C. Cost (Maximum Score is 360)		15%					360	360	360	360	360
	• Lowest total gets 360 points, highest gets 0. Remainder evenly spread across total Bidder count.										
D. Warranty (Maximum Score is 180)		7.5%					180	180	180	180	180
	• Bidder shall list standard levels of warranty and those which require additional cost										
	• Give 18 points for every year of full warranty past 10 years and 9 points for every prorated year.										
E. Training (Maximum Score is 180)		7.5%					180	180	180	180	180
	• Bidder shall list standard levels of training and those which require additional cost										
	• Give 18 points for every day of training beyond the initial 2 weeks.										
TOTAL (Maximum Score is 2400)							2400	2400	2400	2400	2400
Final Score Converted to 100 Point Scale							100	100	100	100	100

May 2, 2019

LS4036 DOWNSTREAM GRAVITY LINE SINKHOLES REPAIRS

SUMMARY HIGHLIGHTS

The 30-inch gravity line along Whitlock Street suffered one sinkhole which was found on April 18. Staff mobilized and repaired the damaged portion of the line over the next two days.

Due to the line condition from one end to the other and the opportunity to make a complete restoration while the line was situated to do so, the line was rehabbed with CIPP technology.

While making the initial repairs a separate sinkhole appeared at the upstream manhole where the bypass pump suction was situated. A spot repair was done to line at the invert out pipe. The invert in pipe was inspected as the road seemed to be low on that side. No immediate issues were found.

During the work noted, a separate set of sinkhole appeared on this line at B&W Grade Road where the LS4036 force main transitions to gravity. These were repaired the next day.

Paving is being scheduled to complete the repairs

The engineer for SPLOST North Mainland District Sewer Improvements- Phases 2 & 3, Thomas & Hutton was contacted to determine what efforts could be made to expedite the rehab to the other line segments downstream of LS4036 and LS4035 which are part of the project design.

Staff met with Thomas & Hutton yesterday to review their findings as to what can be done to get these lines rehabbed as soon as possible as part of the overall Phase 2 project. They have expedited the bid specs and the bid documents will be released to contractors by May 10. With response time, Commission approval, material orders and then installation, the total line rehab project will be completed no later than January 30.

May 2, 2019

LS4036 DOWNSTREAM GRAVITY LINE SINKHOLES REPAIRS

DETAILED ACCOUNT OF EVENTS

On Thursday, April 18th, Joe Stone, a local contractor noticed a sinkhole on Whitlock as he traveled to work. Joe grabbed his supervisor and went back immediately to assess the situation. At that point they realized this to be the 30-inch trunk line from LS4036.

SP&M mobilized construction crews, vacuum truck crews and lift station crews to the scene. Kirk Young, SP&M Superintendent secured a track hoe and operator from Georgia Asphalt contractor and began the excavation of the sinkhole anticipating the line had failed causing the sinkhole.

It was determined that the crown or top of the line had collapsed and would require replacement.

This particular line segment is the one line segment that Bloodhound CCTV crews could not get through to inspect previously.

Based on the condition of the line upstream and downstream, it was decided that the best action would be to replace the failed portions with C900 PVC pipe which was ordered and delivered the next day.

Godwin Pumps was contacted to provide bypass pumps and the materials for the suction and discharge lines needed to bypass this line segment so work could be facilitated. The 12-inch discharge line was completed by about 9:30 AM Friday morning.

Meanwhile, SP&M staff installed well-points along the length of the construction area at the time.

With well points in place, the south portion of the line segment was exposed and dirt removed from the opening.

The line was carefully jetted and cleaned with the jet-vac truck. This exposed the ductile iron pipe portion under the one railroad crossing.

Video was done on this portion and the ductile iron line portion was severely corroded and had significant holes where water and mud were entering the line.

Staff commenced to focus on the northern line portion and to excavate the northern opening. Staff completed this and commenced to set the replacement spool of PVC pipe in place. The spigot end of the PVC pipe was inserted into the RCP pipe bell of the southern line portion.

The northern portion of line was carefully jetted and cleaned.

As the staff prepared to tie the PVC to the northern section, the line was seen to be drooping. The line was further exposed so that the line could be pulled up to align with the southern portion. The spool of RCP being adjusted crumbled and had to be removed.

Once exposed, the next spool of line in the northern portion remained properly aligned. The PVC replacement was extended to this location and wrapped to provide a temporary joint until the entire line could undergo CIPP slip line rehab.

The bypass pump had to be moved one manhole upstream to facilitate entry into the upstream manhole on the line segment to get slip lined.

Luckily a 30-inch CIPP bag destined for Tampa in two weeks was available and was secured for the emergency. The Line was prepped and delivered on Tuesday. Bionomics responded with the bag/sock and they lined the pipe which took almost three times longer than expected due to conditions inside the line

While this was going on, a second sinkhole appeared at the new site/manhole for the extended bypass operate. It appears that there was void space around the downstream invert. An earthen bridge had formed and the vibration from the bypass pump possibly caused the bridge of dirt to collapse.

The excavation of this sink hole commenced while the slip lining downstream was in progress.

Once the slip line was secure downstream, staff finished excavating the sinkhole at the upstream manhole. Staff carefully replaced this RCP with PVC and closed the joint with cement. This was completed late Saturday April 27

Additional inspections to the northern invert on this manhole are planned to determine if immediate issues are probable.

Meanwhile on Wednesday April 24th, another sinkhole appeared on B&W Road within a few feet of the transition manhole for LS4036. This is where the force main discharges to 30-inch gravity. This hole was secured and the street was closed.

By the next morning, a second sinkhole was discovered next to the first one on B&W Road. Staff made temporary repairs by fastening cut-out's from a PVC spool. This will hopefully hold till more permanent rehab can be done. The intersection of Lambert and B&W Grade Road was reopened to traffic.

May 2, 2019

**ACADEMY CREEK & DUNBAR CREEK WPCF'S
UPGRADE PROJECT UPDATE**

Bids were received from five firms on April 30: Goodwyn Mills & Cawood, Hussey Gay Bell, McKim & Creed, P. C. Simonton, and Stantec. The selection team is in the process of reviewing the proposals received. Initial scoring by staff should be complete by May 10. Interviews with all five firms are being scheduled for May 13 and May 14.