



Brunswick-Glynn Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick GA 31520
Thursday, January 20, 2022 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.

COMMISSIONERS' SWEARING-IN CEREMONY – The Honorable Debra Godwin Duncan
Kendra L. Rolle, Commissioner 2022-2023 City of Brunswick Commission Appointment
Tripp Stephens, Commissioner 2022-2025 Grand Jury Appointment – Second Term

RECEPTION

ELECTION OF OFFICERS

COMMITTEE APPOINTMENTS

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Finance Committee – Commissioner Duncan

APPROVAL

- 1. Minutes from December 16, 2021 Regular Meeting (subject to any necessary changes) [REPORT](#)**
- 2. Minutes from December 16, 2021 Executive Session (subject to any necessary changes)**
- 3. GEFA Loan Time Extension – A. Burroughs [REPORT](#)**
- 4. Letter of Support to Georgia State Properties Commission – A. Burroughs [REPORT](#)**

EXECUTIVE DIRECTOR'S UPDATE

COMMISSIONERS' DISCUSSION

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 Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Thursday, January 20, 2022 at 2:00 PM**

COMMISSION MINUTES

PRESENT:

**G. Ben Turnipseed, Chairman
Bob Duncan, Vice-Chairman
Charles Cook, Commissioner
Wayne Neal, Commissioner
Tripp Stephens, Commissioner
Chad Strickland, Commissioner
Kendra Rolle, Commissioner**

ALSO PRESENT:

**Andrew Burroughs, Executive Director
Janice Meridith, Executive Commission Administrator
LaDonnah Roberts, Deputy Executive Director
Todd Kline, Director of Engineering
Frances Wilson, Accounting Manager
Christa Free, Procurement Coordinator**

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

Chairman Neal provided the invocation and Commissioner Duncan led the Pledge of Allegiance.

PUBLIC COMMENT PERIOD

Chairman Turnipseed opened the public comment period.

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

**COMMISSIONERS SWEARING-IN CEREMONY – The Honorable Debra Godwin Duncan
Kendra L. Rolle, Commissioner 2022-2023 *City of Brunswick Commission Appointment*
Tripp Stephens, Commissioner 2022-2025 *Grand Jury Appointment – Second Term***

ELECTION OF OFFICERS

Commissioner Stephens made a motion seconded by Commissioner Neal to reappoint Chairman Turnipseed as Chairman for 2022 and to reappoint Commissioner Duncan as Vice Chairman for 2022. Motion carried 7-0-0.

COMMITTEE APPOINTMENTS

Chairman Turnipseed announced the appointments of the 2022 Communications, Economic Development, Facilities, Finance, Human Resources, Legislative, and Emergency Preparedness Committees to include Committee members and Committee Chairperson.

COMMITTEE UPDATES

Facilities Committee – Chairman Turnipseed

Chairman Turnipseed reported that the Facilities Committee had met the previous day at 1:00 p.m. The Chairman stated that the Committee reviewed and forwarded two items to the Full Commission for approval. Those items were a time extension for the GEFA loan and a Letter of Support to Georgia State Property Commission.

Finance Committee – Commissioner Duncan

Committee Chairman Duncan reported that the Finance Committee meeting was held on the previous day at 3:00 p.m. There was one item for approval to the Full Commission, the time extension for the GEFA loan. Commissioner Duncan mentioned that the JWSC was doing a good job spending SPLOST funds and staying on track for completing SPLOST projects. JWSC Accounting Manager, Frances Wilson gave an overview of the Financial Statements for December 2021.

APPROVAL

1. Minutes from the December 16, 2021 Regular Commission Meeting

Commissioner Cook made a motion seconded by Commissioner Duncan to approve the minutes from the December 16, 2021 Regular Commission Meeting. Motion carried 6-0-1. (Commissioner was absent for the vote).

2. Minutes from the December 16, 2021 Executive Session

Commissioner Duncan made a motion seconded by Commissioner Stephens to approve the minutes from the December 16, 2021 Executive Session. Motion carried 6-0-1 (Commissioner Neal was absent for the vote).

3. GEFA Loan Time Extension – A. Burroughs

Mr. Burroughs presented a request for a time extension approval on the BGJWSC GEFA loan for improvements to the Academy Creek WPCF and the gravity sewer system in the amount on \$15,000,000. Due to impacts from COVID-19 and supply delays on materials associated with the projects, the Project has experience significant supply chain and delivery delay issues, which have subsequently impacted the project schedule and timeline. Time extension is the only change to the original terms and conditions of the loan. Commissioner Cook asked Mr. Burroughs about the reason for screen delivery delays to Academy Creek WPCF. Mr. Burroughs explained that those delays are due to COVID-19 and component delays as the screens do not come assembled.

Commissioner Neal made a motion seconded by Commissioner Strickland to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the modification for time extension for GEFA Loan CW2019008.

Motion carried 7-0-0.

4. Letter of Support to Georgia State Property Commission – A. Burroughs

Mr. Burroughs presented a Letter of Support for Morningstar Children and Family Services for the release of the State of Georgia's reversionary interest in Morningstar's real property in Glynn County. Mr. Burroughs explained that there is mutual interest between Morningstar and the JWSC for the JWSC purchase of a portion of the unimproved acreage owned by Morningstar for the construction of water and sewer infrastructure to benefit residents and businesses in northern Glynn County. The state of Georgia currently holds reversionary interests in the Morningstar campus that prevents the sale of any property to the JWSC. Morningstar has petitioned the State of Georgia to release their reversionary interests, requiring a letter signed by each JWSC Commissioner. The letter is to be submitted to the Georgia State Property Commission in the hopes that the reversionary interests would be released during the current state legislative session. Commissioner Cook inquired as to the price and acreage of the land JWSC wished to purchase from Morningstar. Mr. Burroughs stated that the price was currently undetermined,

but that the acreage was approximately 15 acres. Commissioner Strickland requested that Mr. Burroughs supply the Commissioners with similar Letters of Support from other Glynn County agencies, including the Glynn County Commission. Commissioner Duncan stated that this property acquisition would be an excellent source of growth for the JWSC and the North Mainland area of Glynn County.

Commissioner Duncan made a motion seconded by Commissioner Neal to move that the Brunswick-Glynn Joint Water & Sewer approve the submission of a Letter of Support for Morningstar Children and Family Services, Inc., for the release of the State of Georgia’s reversionary interest in Morningstar’s real property in Glynn County.

Motion carried 7-0-0.

DISCUSSION

There were no items for discussion.

EXECUTIVE DIRECTOR’S UPDATE

Mr. Burroughs congratulated Commissioners Rolle and Stephens on their appointment and reappointment to the JWSC Commission. He also updated the Commission on the status of the Low Income Household Assistance Program that was approved by the Commission during the December 2021 meetings. To date the JWSC has had 52 customers take advantage of the program at an amount of \$26,080. Customers can visit the Coastal Georgia Community Action Authority to determine their eligibility and receive a voucher for the program if approved. Mr. Burroughs welcomed Executive Commission Administrator Janice Meridith back from medical leave and thanked Christa Free for filling in during Ms. Meridith’s absence.

COMMISSIONERS DISCUSSION

There were no items any other Commissioner wished to discuss.

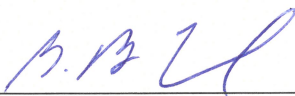
CHAIRMAN’S UPDATE

Chairman Turnipseed thanked the Commissioners for a productive retreat meeting held at the offices of Hall, Booth, Smith on Wednesday, January 19, 2022.

EXECUTIVE SESSION

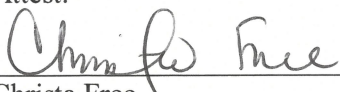
There was no Executive Session

There being no additional business to bring before the Commission, Chairman Turnipseed adjourned the meeting at 2:30 p.m.



G. Ben Turnipseed,
Commission Chairman

Attest:



Christa Free,
Procurement Coordinator



Brunswick-Glynn County

Joint Water and Sewer Commission

Memorandum

To: Board of Commissioners
From: LaDonnah Roberts, Deputy Executive Director
Date: Thursday, January 20, 2022
Re: APPROVAL – GEFA Loan Time Extension

Background

On September 19, 2019 the Commission approved a Georgia Environmental Finance Authority (“GEFA”) loan in the amount of fifteen million (\$15,000,000) dollars for improvements to the Academy Creek WPCF as well as the gravity sewer systems (the “Project”). The original loan documents showed repayment of the loan commencing on February 1, 2022.

Staff Report

Due to the impacts of COVID on the construction industry and associated materials suppliers, the Project has experienced significant supply chain issues and delayed delivery schedules. These issues have likewise impacted the project schedule. As a result, JWSC has submitted an official request to GEFA for an extension of time to commence loan repayments. GEFA has provided documents for approval of this loan modification with an accompanying requirement that JWSC provide confirmation of the Board’s support for this change in the form of the attached Resolution. Aside from the time extension there are no changes to the original loan terms and conditions.

Recommended Action

Staff recommends that the full Commission approve the loan modification for time extension in the form of the attached Resolution (Exhibit “F”). The Finance Committee reviewed and referred this item to the full Commission on January 19, 2022.

Recommended Motion

“I move that the full Commission approve the modification for time extension for GEFA Loan CW2019008 in the form of the attached Resolution.”



Brian P. Kemp **Kevin Clark**
Governor Executive Director

December 20, 2021

Mr. Andrew Burroughs
Deputy Executive Director
Brunswick-Glynn County Joint Water & Sewer Commission
1703 Gloucester St
Brunswick, GA 31520

RE: Modification for Loan No. CW2019008

Dear Mr. Burroughs:

Enclosed are the modification documents for the Clean Water State Revolving Fund loan agreement between the Georgia Environmental Finance Authority (GEFA) and the Brunswick-Glynn County Joint Water and Sewer Commission. GEFA is pleased to provide you with the following materials:

1. Three copies of the Modification of Promissory Note and Loan Agreement, including:
 - a. Exhibit A – Description of Project (Scope of Work, Budget, and Schedule)
 - b. Exhibit E – Opinion of Borrower’s Counsel
 - c. Exhibit F – Resolution of Governing Body

In order to execute this modification in a timely manner, please read the following instructions:

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Three copies of the modification are enclosed. Each copy is an original counterpart and each must be executed. Please do not date page one of these copies of the modification. This date will be completed by GEFA at the time of execution of this modification. Please have the appropriate official sign each copy and the appropriate person attest the signature. Once signed, return all three copies of the modification with any other documents for our review and execution. GEFA will send your counterpart to you after execution.

EXHIBIT E – OPINION OF BORROWER’S COUNSEL

Exhibit E is a letter that must be prepared by your local government’s attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower’s counsel. On page 3 of the modification, the borrower’s counsel must also sign where indicated that modification is “Approved as to form.”

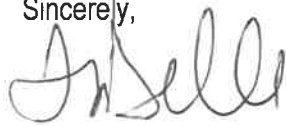
EXHIBIT F – RESOLUTION OF GOVERNING BODY

This resolution gives authorization to the chief elected official to execute the modification documents, and any and all other documents. This resolution must be submitted along with the signed Second modification documents. The same elected official authorized to sign the modification documents within the resolution must also sign the modification documents.



GEFA is glad to assist you with the modification of this loan agreement and promissory note. Please do not hesitate to let us know if we can answer any questions or be of assistance in any other way.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tracy Williams".

Tracy Williams

Enclosures

cc: Nathan McDonald / Goodwyn Mills Cawood (w/o enclosures)



Recipient Execution Checklist

Borrower Name: Brunswick-Glynn County Joint Water & Sewer Commission Loan Number: CW2019008

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents.

_____ **(3) Modification of Promissory Note and Loan Agreement**

Signed, dated, and marked with the borrower's seal

_____ **Exhibit E: Opinion of Borrower's Counsel**

Signed, dated, and on the attorney's letterhead

_____ **Exhibit F: Resolution of Governing Body**

Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attester. The same people must sign all the documents.**



**CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "**Modification**") dated _____, 20____, by and between **BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION**, Georgia, a Georgia public body corporate and politic (the "Borrower"), and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **JUNE 12, 2020**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **MAY 21, 2020**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **NOVEMBER 1, 2022**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED FIFTY-NINE (259)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **30** years from the Amortization Commencement Date (the "**Maturity Date**").

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **NOVEMBER 1, 2022**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$15,000,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

**BRUNSWICK-GLYNN COUNTY JOINT WATER
& SEWER COMMISSION**

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**CLEAN WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

**Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION**

Loan Number: CW2019008

This project will rehabilitate the Academy Creek and Dunbar Creek Wastewater Treatment Plants, the sewer collection system, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION

Loan Number: CW2019008

ITEM	TOTAL	CWSRF
Construction	\$11,575,000	\$11,575,000
Contingency	1,875,000	1,875,000
Engineering & Inspection	1,100,000	1,100,000
Administrative/Legal	450,000	450,000
TOTAL	\$15,000,000	\$15,000,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION

Loan Number: CW2019008

ACTION	DATE
Plans and Specifications submitted to EPD	FEBRUARY 2020
Bid Opening	JUNE 2020
Notice to Proceed with Construction	JULY 2020
Completion of Construction	JULY 2022

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorneys Letterhead)

Date

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

A legal opinion from **HALL BOOTH SMITH, P.C.** was delivered to you, dated **JUNE 6, 2020** (the "Closing Opinion), relating to the Loan Agreement (the "Loan Agreement"), dated **JUNE 12, 2020** between **BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER COMMISSION** (the "Borrower") and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **MAY 21, 2020**, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: BRUNSWICK-GLYNN COUNTY JOINT WATER & SEWER
COMMISSION

Loan Number: CW2019008

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ____ day of _____, _____, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed \$15,000,000 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **JUNE 12, 2020**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **MAY 21, 2020**, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

(Signature of Person to Execute Documents) (Print Title)

(Signature of Person to Attest Documents) (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: _____ Secretary/Clerk

(SEAL)



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Brunswick-Glynn Joint Water and Sewer Commission
From: Andrew Burroughs, P.E., Executive Director
Date: Thursday, January 20, 2022
Re: APPROVAL – Letter of Support to Georgia State Properties Commission

Background

Morningstar Children and Family Services, Inc. owns a 125+ acre campus off Highway 99 in north Glynn County. At the campus, Morningstar provides residential and community counseling services to children, youth, and their families. They provide homes for developmentally delayed youth and provide counseling services to traumatized and abused youth from across the state. There is mutual interest between Morningstar and the JWSC for the JWSC purchase of a portion of the unimproved acreage owned by Morningstar for the construction of water and sewer infrastructure to benefit the residents and businesses in northern Glynn County.

Staff Report

Currently, the State of Georgia holds reversionary interests in the Morningstar campus that prevents the sale of the property to the JWSC. Morningstar has petitioned the State of Georgia to release these reversionary interests to further aid the public missions of both Morningstar and the JWSC. The attached letter of support would be submitted to the Georgia State Properties Commission with the hope that the reversionary interests would be released during the current State legislative session. This item was presented to the Facilities Committee on January 19, 2022.

Recommended Action

Staff recommends the Commission authorize each Commissioner to sign the attached letter of support and to submit to the Georgia State Properties Commission.

Recommended Motion

“I move that the Brunswick-Glynn Joint Water and Sewer Commission approve the submission of a Letter of Support for Morningstar Children and Family Services, Inc. for the release of the State of Georgia’s reversionary interest in Morningstar’s real property in Glynn County.”

Enclosures

Letter of Support



Brunswick-Glynn Joint Water & Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Phone (912) 261-7110 www.bgjwsc.org

January 20, 2022

Georgia State Properties Commission
Attn: Frank Smith, Deputy Executive Director
270 Washington Street, Ste. 2-129
Atlanta, Georgia 30334

Re: Letter of Support for Morningstar Children and Family Services, Inc. (“Morningstar”) and the Brunswick-Glynn Joint Water and Sewer Commission (“JWSC”)

Dear Mr. Smith:

We write to convey our support of the pending request by Morningstar and JWSC regarding the State of Georgia’s release of its reversionary interest in Morningstar’s real property in Glynn County, Georgia. It is our understanding that Morningstar is petitioning the State Properties Commission to obtain a release of the State’s reversionary interests in Morningstar’s real property in Glynn County, Georgia. The request would further aid the public missions of both Morningstar and JWSC and further benefit the State of Georgia. For the reasons below, we urge you to support their request and facilitate the approval of the State’s conveyance of its interest in the upcoming session of the General Assembly.

Morningstar is a 501(c)(3) tax exempt nonprofit organization founded in 1996 to provide residential and community counseling services to children, youth, and their families. Morningstar provides homes for developmentally delayed youth and provides counselling services to traumatized and abused youth from across the state. As part of that mission, Morningstar operates the Youth Estate Campus (the “Campus”), a residential care and counselling facility. The Campus consists of approximately 25 acres located in north Glynn County off Highway 99 at 235 Santo Domingo Drive, Brunswick. Adjacent to the Campus, Morningstar owns approximately 100 + acres of unimproved upland (the “Additional Property”) that it uses to support its mission with outdoor recreational opportunities.

JWSC is a body corporate and politic serving and safeguarding the public health and safety of Brunswick and Glynn County through the provision of drinking water and environmentally responsible wastewater treatment services and facilities. Organized by act of the General Assembly in 2006 (HB 1585; Act 448 2006), JWSC has as its mission “acquiring, constructing, equipping, maintaining, and operating adequate water supply, treatment, and distribution

facilities and sewerage collection, treatment, and distribution facilities . . . and extending and improving such facilities as necessary.” In creating the JWSC, the General Assembly saw fit to declare that properties held by JWSC, are “public properties used for the benefit and welfare of the people of the city and county.”

Granting Morningstar’s request would further enable the public purposes of both Morningstar, which provides homes and counselling services to our State’s most vulnerable, and JWSC, which provides clean drinking water and public sewer and water treatment services to property owners and residents in Brunswick and Glynn County. It is our understanding that the State has previously released a similar interest in Morningstar’s campus some years ago.

We urge you to support Morningstar’s request and to encourage its approval by the General Assembly in the upcoming legislative session. Please let us know if you have any questions or if we can provide further information.

Sincerely,

Brunswick-Glynn Joint Water & Sewer Commission

G. Ben Turnipseed, Chairman

Bob Duncan, Vice-Chairman

Charles Cook, Commissioner

Wayne Neal, Commissioner

Kendra Rolle, Commissioner

Tripp Stephens, Commissioner

Chad Strickland, Commissioner



2022 COMMITTEES

Communications Committee

Commissioner Cook – Chairman
Commissioner Stephens
Commissioner Rolle
Executive Director, Andrew Burroughs

Economic Development Committee

Commissioner Duncan – Chairman
Commissioner Neal
Commissioner Rolle
Executive Director, Andrew Burroughs

Facilities Committee

Chairman Turnipseed – Chairman
Commissioner Duncan
Commissioner Cook
Executive Director, Andrew Burroughs

Finance Committee

Commissioner Duncan - Chairman
Commissioner Cook
Commissioner Stephens
Executive Director, Andrew Burroughs

Human Resources Committee

Commissioner Stephens - Chairman
Commissioner Cook
Commissioner Strickland
Executive Director, Andrew Burroughs

Legislative Committee

Commissioner Neal - Chairman
Commissioner Duncan
Commissioner Rolle
Charles Dorminy, Legal Counsel
Executive Director, Andrew Burroughs

Emergency Preparedness Committee

Commissioner Stephens - Chairman
Commissioner Strickland
Commissioner Rolle
Executive Director, Andrew Burroughs

G. Ben Turnipseed, Chairman

Date