



**Brunswick-Glynn Joint Water and Sewer Commission**  
**1703 Gloucester Street, Brunswick GA 31520**  
**Thursday, February 17, 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.*

### **EMPLOYEE RECOGNITION**

**Joseph Alan Bartlett, Water Distribution System Operator – Chairman Turnipseed / D. Simmons**

### **COMMITTEE UPDATES**

**Facilities Committee – Chairman Turnipseed**

**Finance Committee – Commissioner Duncan**

### **APPROVAL**

1. **Minutes from January 20, 2022 Regular Meeting** *(subject to any necessary changes)*  
[REPORT](#)
2. **Minutes from January 19, 2022 Commissioners' Workshop** *(subject to any necessary changes)* [REPORT](#)
3. **Contract Award – Engineering Services for PS3101, PS4001, PS4002 Upgrades – A. Burroughs** [REPORT](#)
4. **Budget Adjustment – Project 702 – A. Burroughs** [REPORT](#)
5. **Change Order – PS 4116 Final Balancing – T. Kline** [REPORT](#)
6. **Change Order – Bergen Woods Offsite Final Balancing – T. Kline** [REPORT](#)
7. **Infrastructure Dedication - Oyster Grove – T. Kline** [REPORT](#)
8. **Intergovernmental Lease Agreement w/ Glynn County – Former Animal Control Facility – C. Dorminy / L. Roberts** [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, February 17, 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  
LaDonnah Roberts, Deputy Executive Director  
Todd Kline, Director of Engineering  
Charles Dorminy P.C., Legal Counsel  
Janice Meridith, Executive Commission Administrator**

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

Chairman Turnipseed provided the invocation and Commissioner Cook 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.

**EMPLOYEE RECOGNITION**

**Joseph Alan Bartlett, Water Distribution System Operator**

Chairman Turnipseed and Mr. Burroughs presented Mr. Joseph Alan Bartlett with his Water Distribution System Operator Certificate. They congratulated Mr. Bartlett for his success in earning this certification and encouraged him to continue his good work. Water Distribution Superintendent D. Simmons was also present to congratulate Mr. Bartlett on his achievement. Mr. Bartlett thanked them, commented on his pleasure in working with JWSC and noted that the benefits are among the best he has ever received.

Commissioner Stephens highly complimented the Water Distribution Division. He commented that as a JWSC customer he has had excellent experiences with the WDD crew and the great job they have done.

## COMMITTEE UPDATES

### **Facilities Committee – Chairman Turnipseed**

Chairman Turnipseed reported that the Facilities Committee had met the previous day at 1:00 p.m. The WWTP Flows Report reflected that Academy Creek is running at 43% capacity, Dunbar Creek is operating at 73%, and South Port is currently at 25% capacity. There are ten projects under construction as provided on the Capital Projects Report, with the Academy Creek Rehab Project begin about 70% complete. The Chairman stated that the Committee reviewed and forwarded several items to the full Commission for approval.

### **Finance Committee – Commissioner Duncan**

Committee Chairman Duncan reported that the Finance Committee meeting was held on the previous day at 3:00 p.m. The committee approved three items to pass to the Full Commission. Commissioner Duncan summarized the financial statement reflecting that JWSC is executing according to plan, slightly over budget on revenues and slightly under budget on expenses. JWSC invested \$21M in Fiscal Year 2021 and \$35M to date for Fiscal Year 2022. Accounting Manager, Frances Wilson gave an overview of the Financial Statements for month ending January 31, 2022.

## APPROVAL

### **1. Minutes from the January 20, 2022 Regular Commission Meeting**

Commissioner Cook made a motion seconded by Commissioner Neal to approve the minutes from the January 20, 2022 Regular Commission Meeting. Motion carried 7-0-0.

### **2. Minutes from the January 19, 2022 Commissioners' Workshop**

Commissioner Neal made a motion seconded by Commissioner Duncan to approve the minutes from the January 19, 2022 Commissioners' Workshop. Motion carried 7-0-0.

### **3. Contract Award – Engineering Services for PS3101, PS4001, PS4002 Upgrades**

– A. Burroughs

Mr. Burroughs presented the recommendation to award a contract for Engineering Services for PS3101, PS4001 and PS4002 upgrades. These pump stations require upgrades to increase the reliability, replace outdated electrical systems, and improve bypass capability. He added that by combining the design and construction management services under one (1) engineering services contract for the three (3) stations, the JWSC hopes to gain efficiencies in both design and construction administration services. By doing this, the goal is to gain consistency in design, increase effectiveness in project management and reduce the overall costs for all three (3) projects. A three (3) member panel with representation from JWSC Operations, Engineering and the Senior Leadership teams reviewed and scored the six (6) proposals received on January 25, 2022. Kimley-Horn and Associates, Inc., was the highest scoring proposal at 91. The proposal submitted by Kimley-Horn and Associates details plans to provide three (3) concepts for each site for JWSC staff review along with a project schedule and detailed timeline for communication response throughout both the design and construction administration phases of each project. Overall, staff sees the Kimley-Horn proposal as the best value offered by the proposer pool with a strong mix of qualifications, project approach and pricing. The engineering contract will be 120 days for the design. Mr. Burroughs provided the budgeted amounts for the upgrades to the three stations, and noted that these projects are funded from the R&R.

Commissioner Duncan made a motion seconded by Commissioner Strickland to move that the Brunswick-Glynn Joint Water and Sewer Commission award a contract for Engineering Services to Kimley-Horn and Associates, Inc., in the amount of \$160,000.00 for upgrades needed for Pump Stations 3101, 4001, and 4002. Motion carried 7-0-0.

### **4. Budget Adjustment – Project #702 – A. Burroughs**

Mr. Burroughs recalled for the committee that Project Numbers 702 and 703 were funded via SPLOST 2016 revenues from Glynn County. The JWSC allocation for SPLOST 2016 was \$15,000,000 with

\$11,700,000 allocated to Project No. 702 and \$3,300,000 allocated to Project No. 703. The final construction and engineering cost for Project No. 703 was \$2,289,840.82. This leaves \$1,010,159.18 in unspent SPLOST 2016 funds in that project budget. Current project expenses and remaining encumbrances for Project No. 702 total \$13,327,627.38, or \$1,627,627.38 over the original SPLOST budget for this project. The overages are currently scheduled to be paid from JWSC Capital Improvement Fees. Remaining funds from SPLOST projects may be reallocated following completion of projects to complete remaining SPLOST projects. Staff wishes to reallocate the remaining \$1,010,159.18 from Project No. 703 into the SPLOST project budget for Project No. 702. This would change the allocated SPLOST amount for this project to \$12,710,159.18. Project costs for Project No. 702 will still exceed the SPLOST allocation even if this budget money is moved, but the amount of Capital Improvement Fees required to cover the exceedances would be lessened.

Commissioner Neal made a motion seconded by Commissioner Duncan to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the reallocation of remaining SPLOST 2016 funds from Project No. 703 in the amount of \$1,010,159.18 to Project No. 702. Motion carried 7-0-0.

**5. Change Order – PS4116 Final Balancing – T. Kline**

Mr. Kline presented Change Order #2 request from Southern Civil, LLC contractor for JWSC Capital Project #2027. He noted that this change order is for the final adjustments on the PS4116 Rehabilitation & Force Main Upgrade Project. The final payment and project closeout details were provided for the Commissioners' review. Mr. Kline commented that this change order shall constitute the full and final settlement of this contract for Capital Project #2027. Additionally noted was that the deduct amount of \$15,750.00 is due to the contractor not using bypass pumping which was included in the original contract.

Commissioner Duncan made a motion seconded by Commissioner Stephens to move that the Brunswick-Glynn Joint Water & Sewer Commission approve Change Order #2 and project closeout as described above.

Commissioner Stephens commented that with the last SPLOST and taxes changing, the contractor's pricing should be adjusted as taxes go up or down. He suggested the Commission may want to take a look at that for future contracts. Chairman Turnipseed asked Mr. Burroughs and Mr. Dorminy to research this matter.

Motion carried 7-0-0.

**6. Change Order – Bergen Woods Offsite Final Balancing – T. Kline**

Mr. Kline presented Change Order #1 request from Georgia Asphalt Producers, Inc. contractor for JWSC Capital Project #2007. He noted that this change order is for the final adjustments on the Bergen Woods Off-Site Forcemain Improvements Project. Pricing is being adjusted by due to items not being used. The final payment and project closeout details were provided for the Commissioners' review. Mr. Kline commented that this change order shall constitute the full and final settlement of this contract for Capital Project #2007.

Commissioner Duncan made a motion seconded by Commissioner Strickland to move that the Brunswick-Glynn Joint Water & Sewer Commission approve Change Order #1 and project closeout as described above. Motion carried 7-0-0.

**7. Infrastructure Dedication – Oyster Grove – T. Kline**

Mr. Kline stated that this item reflects what is done at the end of a private development activity where the infrastructure was installed in the ground as intended to be turned over for public ownership and operation. This is the case with Oyster Grove, a new subdivision located on St. Simons Island, and is located northwest behind Magnolia Manor. The developer installed a private water system, sewer system, and a small pump station that will serve this development. Mr. Kline also provided that the Owner of Record of the infrastructure described has submitted legal documents to define and execute the transfer of



ownership, and conveyance of the easements for access and maintenance. The infrastructure is understood to have complied with applicable standards at the time of construction. JWSC inspection records indicate the infrastructure is functioning and in acceptable condition. All requirements of the JWSC Standards for Water & Sewer Design and Construction and Development Procedures have been met, and all related documents submitted.

Commissioner Strickland made a motion seconded by Commissioner Stephens to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the described infrastructure and easements for public ownership. Motion carried 7-0-0.

**8. Intergovernmental Lease Agreement w/ Glynn County – Former Animal Control Facility**  
– C. Dorminy / L. Roberts

Mrs. Roberts and Mr. Dorminy presented the committee with the request that the Facilities Committee forward the Intergovernmental Agreement with Glynn County for the lease of the former Animal Control Facility to the full Commission for approval. Mrs. Roberts provided that this facility is needed for the storage of meters for the Meter Replacement Project. She added this is a favorable agreement for the County in that the facility will not be standing unoccupied. Mrs. Roberts reviewed various language details redlined within the Agreement concerning JWSC's responsibilities such as the care and maintenance of the facility, utilities, cost of leasing, security, etc. The JWSC intends to use the facility to serve as a center of operations for the ongoing system-wide meter replacement project. The facility will serve as both an administrative office and as storage for the project. The JWSC anticipates this project will require about two years for completion.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the Intergovernmental Lease Agreement with Glynn County for the lease of the former Animal Control Facility and authorize the Chairman to execute the same.

After the Commissioners' questions were answered and specific details discussed, the vote was taken.

Motion carried 7-0-0.

**EXECUTIVE DIRECTOR'S UPDATE**

Mr. Burroughs stated that there have been 6,524 meters replaced and in the ground up to date. The Annual State of the Port Luncheon is coming up on March 9<sup>th</sup> and JWSC has a table reserved for the Commissioners. Mr. Burroughs added that there have been 76 customers who have met eligibility requirements for a sum of \$66,336 in assistance to date.

**COMMISSIONERS DISCUSSION**

Commissioner Cook stated that Mr. Bartlett's earlier comments regarding JWSC's benefits made a good point since we do have some openings and the benefits package is excellent. The pay scale is fair, there is a pension, and we have good health insurance with three different options. Commissioner Cook encouraged anyone to apply for the current openings.

**CHAIRMAN'S UPDATE**

Chairman Turnipseed asked Mr. Burroughs at what level of completion the SPLOST North Mainland Project is at. Mr. Burroughs stated it is reasonably at 80%. The contract date is through the end of June. Finance Committee Chairman Duncan confirmed that out of the \$15M budget, about \$14M has been used with approximately \$1,010,000 remaining. Chairman Turnipseed then noted that Academy Creek is at about 70% completion. The Chairman commended the senior staff for their hard work on all projects.

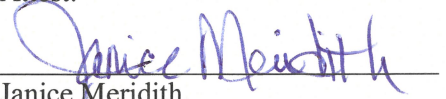
**EXECUTIVE SESSION**

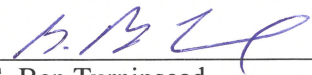
There was no Executive Session

Commissioner Stephens made a motion seconded by Commissioner Duncan to adjourn the meeting.

There being no additional business to bring before the Commission, Chairman Turnipseed adjourned the meeting at 2:43 p.m.

Attest:

  
\_\_\_\_\_  
Janice Meredith,  
Executive Commission Administrator

  
\_\_\_\_\_  
G. Ben Turnipseed,  
Commission Chairman



# ***Brunswick-Glynn***

## ***Joint Water and Sewer Commission***

### ***Memorandum***

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**To:** Brunswick-Glynn Joint Water and Sewer Commission  
**From:** Andrew Burroughs, P.E., Executive Director  
**Date:** Thursday, February 17, 2022  
**Re:** CONTRACT AWARD – Engineering Services for Pump Station 3101, 4001 and 4002 Upgrades

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#### **Background**

Existing sewage pump stations PS3101, PS4001 and PS4002 require upgrades to increase the reliability, replace outdated electrical systems, and improve bypass capability. Engineering design and construction management services for each station are needed at this time. By combining the design and construction management services under one (1) engineering services contract for the three (3) stations, the JWSC hopes to gain efficiencies in both design and construction administration services. By doing this, the goal is to gain consistency in design, increase effectiveness in project management and reduce the overall costs for all three (3) projects.

#### **Staff Report**

Request for Proposals No. 22-014 was released on Monday, November 22, 2021. A pre-proposal teleconference was held on Tuesday, December 9, 2021, with seventeen (17) engineering firms in attendance. Six (6) proposals were received on Tuesday, January 25, 2022. A three (3) member panel with representation from JWSC Operations, Engineering and the Senior Leadership teams reviewed and scored each proposal. A copy of the combined evaluation matrix is attached for your review. Kimley-Horn and Associates, Inc., was the highest scoring proposal at 91.

This item was presented to the Facilities Committee on Wednesday, February 16, 2022.

#### **Funding Source**

These projects are funded from the R&R. The corresponding budget amounts for each project are listed below:

PS3101 – \$ 375,000.00  
PS4001 – \$ 400,000.00  
PS4002 – \$ 650,000.00

#### **Recommended Action**

After reviewing the proposals, staff recommends moving forward with an award to Kimley-Horn and Associates, Inc., in the amount of \$160,000.00. The amount and timeline for completion of services is in line with staff estimates. The proposal submitted by Kimley-Horn and Associates details plans to provide three (3) concepts for each site for JWSC staff review along with a project schedule and detailed timeline for communication response throughout both the design and construction administration phases of each project. Overall, staff sees the Kimley-Horn proposal as the best value offered by the proposer pool with a strong mix of qualifications, project approach and pricing. The engineering contract will be 120 days.

#### **Recommended Motion**

***“I move that the Brunswick-Glynn Joint Water and Sewer Commission award a contract for Engineering Services to Kimley-Horn and Associates, Inc., in the amount of \$160,000.00 for upgrades needed for Pump Stations 3101, 4001, and 4002.”***

#### **Enclosures**

Combined Evaluation Matrix dated February 4, 2022

RFP No. 22-014 Pump Station Engineering Services PS4001, PS4002, PS3101		Goodwyn, Mills, Cawood, LLC			GWES, LLC			Hussey, Gay, Bell			Kimley Horn			LEA			Thomas & Hutton		
Evaluation Criteria	Possible Points	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 1	Evaluator 2	Evaluator 3
General Experience of the Firm	10	10	9	10	7	7	8	10	9	10	9	9	10	8	8	8	10	9	10
Specific Experience of Proposed Personnel	20	16	17	18	19	14	18	20	17	20	18	18	18	17	17	18	15	17	19
Demonstrated Understanding of Project Objective and Scope	30	27	25	25	26	20	20	29	28	30	30	25	24	25	26	19	28	23	30
Clarity of Project Timeline and Deliverables	25	21	23	20	22	23	15	23	24	25	25	22	19	24	22	15	20	22	24
Pricing	15	10	10	10	6	6	6	8	8	8	15	15	15	13	13	13	10	10	10
COMBINED SCORE		251			217			269			272			246			257		
AVERAGE SCORE		84			72			90			91			82			86		



# *Brunswick-Glynn*

## *Joint Water and Sewer Commission*

### *Memorandum*

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**To:** Brunswick-Glynn Joint Water and Sewer Commission  
**From:** Andrew Burroughs, P.E., Executive Director  
**Date:** Thursday, February 17, 2022  
**Re:** Approval – Budget Adjustment – Project No. 702

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#### **Background:**

Project Numbers 702 and 703 were funded via SPLOST 2016 revenues from Glynn County. Project No. 702 is a phase project that included immediate pump stations improvements, downstream CIPP improvements, additional work at PS 4035 and 4036, and the rerouting of the force main from PS 4110 to a gravity sewer connection on Ogden Drive. The PS 4035 and 4036 work is substantially complete and work is ongoing on the PS 4110 force main reroute. Project No. 703 rehabbing PS 4003 in the City of Brunswick and eliminated gravity bottlenecks coming into the station. That project is complete and final payment has occurred to both the contractor and the engineer of record.

#### **Staff Report**

The JWSC allocation for SPLOST 2016 was \$15,000,000 with \$11,700,000 allocated to Project No. 702 and \$3,300,000 allocated to Project No. 703. The final construction and engineering cost for Project No. 703 was \$2,289,840.82. This leaves \$1,010,159.18 in unspent SPLOST 2016 funds in that project budget. Current project expenses and remaining encumbrances for Project No. 702 total \$13,327,627.38, or \$1,627,627.38 over the original SPLOST budget for this project. The overages are currently scheduled to be paid from JWSC Capital Improvement Fees. Remaining funds from SPLOST projects may be reallocated following completion of projects to complete remaining SPLOST projects. Staff wishes to reallocate the remaining \$1,010,159.18 from Project No. 703 into the SPLOST project budget for Project No. 702. This would change the allocated SPLOST amount for this project to \$12,710,159.18. Project costs for Project No. 702 will still exceed the SPLOST allocation even if this budget money is moved, but the amount of Capital Improvement Fees required to cover the exceedances would be lessened.

Project No.	Original Budget	Expenses to Date	Encumbrances	Total	Remaining
702	\$11,700,000.00	\$11,157,503.85	\$2,170,123.53	\$13,327,627.38	(\$1,627,627.38)
703	\$3,300,000.00	\$2,289,840.82	-	\$2,289,840.82	\$1,010,159.18
Combined	\$15,000,000.00	\$13,447,344.67	\$2,170,123.53	\$15,617,468.20	(\$617,468.20)

This item was presented to the Finance Committee on February 16, 2022.

#### **Recommended Action**

Staff recommends reallocating remaining SPLOST 2016 funds from Project No. 703 in the amount of \$1,010,159.18 to Project No. 702. The new SPLOST project budget for Project No. 702 would be \$12,710,159.18.

#### **Recommended Motion**

***"I move that the Brunswick-Glynn Joint Water and Sewer Commission approve the reallocation of remaining SPLOST 2016 funds from Project No. 703 in the amount of \$1,010,159.18 to Project No. 702."***





# ***Brunswick-Glynn***

## ***Joint Water and Sewer Commission***

# ***Memorandum***

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**To:** Board of Commissioners  
**From:** Todd Kline, P.E., Director of Engineering  
**Date:** 17 February 2022  
**Re:** Capital Project #2027 – PS4116 Rehabilitation & Force Main Upgrade Project; C.O. #2 (Final Adjusting Change Order)

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### **Overview**

- Who: Southern Civil, LLC (Contractor).
- What:
  - Notice to Proceed: 06/03/21 (120 days, original contract)
  - Contract Amount (Funding): \$498,499.00 (Glynn County)
  - CO #1 GA Power Service Pole Relocation, approved 11/05/21: (\$5,805.00)
  - CO #2 Pay Item 1-B (Sitework), Final Adjusting: **(\$15,750.00)**
  - Date of Substantial Completion: 01/11/22 (222 days, accrued)
  - Adjusted final contract amount: \$488,554.00
  - Days over approved contract time; delay/weather days requested: 91 days; 90 days
  - Retainage held to date: \$24,924.95
  - Pay Application #7 (Final), including retainage: \$33,674.95
- Why: Final payment and project closeout.

### **Staff Report**

JWSC staff received change order documentation dated January 28<sup>th</sup> which included a project Change Order #2 (Final Adjusting) request in the deduct amount of **(\$15,750.00)**. This change order documents the terms for closing out the project which includes contract deduction for unused allowance amounts, days over contract time, and allowance of delay days due to weather. This change order shall constitute the full and final settlement of this contract. The purchase order will be adjusted for any approved changes.

### **Recommended Action**

Staff has reviewed the request from Southern Civil, LLC. and recommends approval of a Change Order #2 request with an adjusted final contract amount of \$488,554.00 and final closing payment of \$33,674.95.

### **Recommended Motion**

I move that the Brunswick-Glynn Joint Water & Sewer Commission approve Change Order #2 and project closeout as described above.

### **Attachments:**

- 1) Final Pay Application (dated 01/28/2022)
- 2) Southern Civil, LLC additional sitework memo.
- 3) Southern Civil, LLC requested delays days detail.



P.O. Box 9, Townsend, GA 31331

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January 28, 2022

Brunswick-Glynn County Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, GA 31520

ATTENTION: Harry Patel

REFERENCE: PS4116 Improvements Project  
Periodic Pay Request #7 (Final)

Dear Mr. Patel,

Enclosed please find our Periodic Pay Request #7 (Final) for the above referenced project.  
Please review, and if in order, place in the proper process for payment.

Thanks,

*Blake Patterson*

Blake Patterson  
Southern Civil, LLC  
Phone: (912) 429-1945  
Email: [bpatterson@southerncivilllc.com](mailto:bpatterson@southerncivilllc.com)

**Contractor's Application for Payment No. 7 (Final)**

Application Period: Jan-22		Application Date: 1/28/2022
To (Owner): Brunswick-Glynn County Joint Water and Sewer Commission 1703 Gloucester Street, Brunswick GA 31520	From (Contractor): Southern Civil, LLC P.O. Box 9, Townsend, GA 31331	Via (Engineer):
Project: PS4116 Rehabilitation & Upgrade Project	Contract:	
Owner's Project No.: 2027	Contractor's Project No.: 21-206	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$498,499.00
Number	Additions	Deductions	2. Net change by Change Orders.....	-\$9,945.00
CO#1	\$5,805.00		3. Current Contract Price (Line 1 ± 2).....	\$488,554.00
CO#2		\$15,750.00	4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$482,749.00
			5. TOTAL CHANGE ORDERS COMPLETED AND STORED TO DATE	
			(Column F total on Change Orders).....	\$5,805.00
			6. RETAINAGE:	
			a. X \$498,499.00 Total Contract Amount.....	
			b. 10% X Stored Material.....	
			c. Total	
			7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 6.c).....	\$488,554.00
			8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application)	\$454,879.05
			9. AMOUNT DUE THIS APPLICATION.....	\$33,674.95
			10. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 6.c above).....	
TOTALS	\$5,805.00	\$15,750.00		
NET CHANGE BY CHANGE ORDERS	-\$9,945.00			

Payment of: \$ \$33,674.95  
(Line 9 or other - attach explanation of the other amount)

**Contractor's Certification**

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief that the Work covered by this Application for Payment has been completed in accordance with Contract Documents, that all amounts have been paid by the Contractor for the work which previous Certificate for Payment we issued and payments received for the Owner, and that current Payments were issued and received from the Owner, and that current payment show herein is now due.

**Contractor Signature**

By: *Blake Patterson*

Date: 1/28/2022

is recommended by: \_\_\_\_\_  
Brunswick-Glynn County Joint Water & Sewer Commission (Date)

Payment of: \$ \$33,674.95  
(Line 9 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
Brunswick-Glynn County Joint Water & Sewer Commission (Date)

Approved by: \_\_\_\_\_  
Brunswick-Glynn County Joint Water & Sewer Commission (Date)

## Progress Estimate

## Contractor's Application

For (Contract): P.O. Box 9, Townsend, GA 31331						7 (Final)							
Application Period: Jan-22						1/28/2022							
Item		Contract Information				Quantity Prev Periods	Completed Prev Period	Quantity This Period	Completed This Period	Stored Materials	Total Completed and Stored to Date	% Complete	Balance to Finish
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)								
1.A	Mobilization	1	LS	\$24,500.00	\$24,500.00	1.00	\$24,500.00				\$24,500.00	100.0%	
1.B	Clearing, Grubbing, Fencing and Site Work	1	LS	\$20,000.00	\$20,000.00	1.00	\$20,000.00	0.19	\$3,750.00		\$23,750.00	118.8%	(\$3,750.00)
1.C	Demolition	1	LS	\$20,000.00	\$20,000.00	0.75	\$15,000.00	0.25	\$5,000.00		\$20,000.00	100.0%	
1.D	Temporary Bypass Pumping	1	LS	\$15,000.00	\$15,000.00								\$15,000.00
1.E	New Wet-well and Coating	1	LS	\$106,449.00	\$106,449.00	1.00	\$106,449.00				\$106,449.00	100.0%	
1.F	12" PVC SDR26 Gravity Main	1	LS	\$16,000.00	\$16,000.00	1.00	\$16,000.00				\$16,000.00	100.0%	
1.G	Electrical Equipment including Pad and SCADA	1	LS	\$120,000.00	\$120,000.00	1.00	\$120,000.00				\$120,000.00	100.0%	
1.H	Piping, Vaults, Misc. Valves and Appurtenances	1	LS	\$95,000.00	\$95,000.00	1.00	\$95,000.00				\$95,000.00	100.0%	
1.I	Pumps and Appurtenances	1	LS	\$32,000.00	\$32,000.00	1.00	\$32,000.00				\$32,000.00	100.0%	
2.A	Connect to 8" Isolation Valve	1	EA	\$4,500.00	\$4,500.00								\$4,500.00
2.B	HDD 6" HPDE DR11	130	LF	\$175.00	\$22,750.00	130.00	\$22,750.00				\$22,750.00	100.0%	
2.C	Open Trench 6" HDPE DR11	50	LF	\$110.00	\$5,500.00	50.00	\$5,500.00				\$5,500.00	100.0%	
2.D	Fittings (Sewer Safe)	1	LS	\$2,800.00	\$2,800.00	1.00	\$2,800.00				\$2,800.00	100.0%	
2.E	Air Release Valve	1	LS	\$7,000.00	\$7,000.00	1.00	\$7,000.00				\$7,000.00	100.0%	
2.F	Hydrostatic Pressure Testing	1	LS	\$2,000.00	\$2,000.00	1.00	\$2,000.00				\$2,000.00	100.0%	
2.G	Erosion Control and Grassing	1	LS	\$5,000.00	\$5,000.00	1.00	\$5,000.00				\$5,000.00	100.0%	
				<b>Totals</b>	<b>\$498,499.00</b>		<b>\$473,999.00</b>		<b>\$8,750.00</b>		<b>\$482,749.00</b>	<b>96.8%</b>	<b>\$15,750.00</b>

## Change Orders

## Contractor's Application

For (Contract): P.O. Box 9, Townsend, GA 31331								7 (Final)			
Application Period: Jan-22								1/28/2022			
A						B	C	D	F		G
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Total Completed and Stored to Date	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	GA Power Service Relocation	1	LS	\$5,805.00	\$5,805.00	1.00	\$5,805.00	\$5,805.00	100.0%		
	Contract Reduction	1	LS	(\$15,750.00)	(\$15,750.00)					(\$15,750.00)	
<b>Totals</b>					<b>-\$9,945.00</b>		<b>\$5,805.00</b>	<b>\$5,805.00</b>	<b>-58.4%</b>	<b>-\$15,750.00</b>	



## Stored Material Summary

## Contractor's Application

[illegible]



P.O. Box 9, Townsend, GA 31331

September 16, 2021

Brunswick-Glyn County Joint Water and Sewer Commission  
1703 Gloucester Street  
Brunswick, GA 31520

ATTENTION: Harry Patel

REFERENCE: PS 4116 Rehab & FM Upgrade  
Material Delays

Dear Mr. Patel,

As you are probably already aware, the COVID-19 pandemic has resulted in manpower reduction, raw material supply chain disruptions and shipping delays for manufactures in our industry. The combination of these items has resulted in delivery delays for materials needed to facilitate the construction of the project.

Delays were encountered in the procurement of mechanical piping material. Due to COVID-19, there are and have been significant delays in the being able to get material. These materials were delays for over 3 weeks before we were able to get them and install them.

Delays have also occurred with production of the USF Fabrication Hatches. Knights Precast has received 2 out 3 hatches, still waiting for third to arrive to be able to cast in. Once the hatches have been received, Knight's Precast is prepared to cast hatches into tops as quickly as possible. The delay in obtaining the pre-cast top delays our ability to apply to coatings to the wet well.

Based on this new information, we request an additional 90 calendar days be added to our contract completion date. We are working with all our vendors to have updated information and getting material as quickly as possible.

Thanks,

*Blake Patterson*

Blake Patterson  
Southern Civil, LLC  
Phone: (912) 429-1945  
Email: bpatterson@southerncivilllc.com



P.O. Box 9, Townsend, GA 31331

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February 8, 2021

Brunswick-Glynn County Joint Water & Sewer  
1703 Gloucester Street  
Brunswick, GA 31520

ATTENTION: Harry Patel

REFERENCE: PS 4116 Rehab & FM Upgrade  
Additional Sitework

Dear Mr. Patel,

Per your request, we are submitting an additional cost of **\$3,750.00** to Pay Item 1-B (Clearing, Grubbing, Fencing, and Sitework). The Additional cost is to provide equipment and labor to grade additional fill material supplied by Brunswick-Glynn County Joint Water Commission to the entirety of the lift station site.

If you have any questions or comments, please feel free to contact me.

Thanks,

*Blake Patterson*

Blake Patterson  
Southern Civil, LLC  
Phone: (912) 429-1945  
Email: [bpatterson@southerncivilllc.com](mailto:bpatterson@southerncivilllc.com)



# ***Brunswick-Glynn***

## ***Joint Water and Sewer Commission***

# ***Memorandum***

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**To:** Board of Commissioners  
**From:** Todd Kline, P.E., Director of Engineering  
**Date:** 17 February 2022  
**Re:** Capital Project #2007 – Bergen Woods Off-Site Improvements Project; C.O. #1 (Final Adjusting Change Order)

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### **Overview**

- **Who:** Georgia Asphalt Producers, Inc (Contractor).
- **What:**
  - Notice to Proceed: 08/05/21 (60 days, original contract)
  - Contract Amount (Funding): \$282,151.00 (CIF's)
  - CO #1 Final Adjusting: (\$24,911.00)
  - Date of Substantial Completion: 12/14/21 (70 days, accrued)
  - Proposed deduction for quantities not used: (\$24,911.00)
  - Adjusted final contract amount: \$257,240.00
  - Days over approved contract time; delay/weather days requested: 10 days; 10 days
  - Retainage held to date: \$25,724.00
  - Pay Application #4 (Final), including retainage: \$25,724.00
- **Why:** Final payment and project closeout.

### **Staff Report**

JWSC staff received change order documentation dated January 14<sup>th</sup> which included a project Change Order #1 (Final Adjusting) request in the deduct amount of (\$24,911.00). This change order documents the terms for closing out the project which includes contract deduction for unused allowance amounts, days over contract time, and allowance of delay days due to weather. This change order shall constitute the full and final settlement of this contract. The purchase order will be adjusted for any approved changes.

### **Recommended Action**

Staff has reviewed the request from Georgia Asphalt Producers, Inc and recommends approval of a Change Order #1 request with an adjusted final contract amount of \$257,240.00 and final closing payment of \$25,724.00.

### **Recommended Motion**

I move that the Brunswick-Glynn Joint Water & Sewer Commission approve Change Order #1 and project closeout as described above.

### **Attachments:**

- 1) Final Pay Application (dated 01/14/2022)

# APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

**To Owner:** Brunswick-Glynn County  
Joint Water and Sewer Commissioners  
1703 Gloucester Street  
Brunswick, Ga 31520

**PROJECT:**  
Bergen Woods Townhomes  
Off-Site Development

**APPLICATION NUMBER:** 4  
**DATE:** 1/14/2022 **Final**  
**PERIOD TO:** 01/14/2022

Distribution to:  
☐ OWNER  
☐ CONSTRUCTION MANAGER  
☐ ENGINEER  
☐ CONTRACTOR

**FROM CONTRACTOR:** Georgia Asphalt Producers, Inc  
1978 Hatch Parkway, S  
Baxley, GA 31513

**PROJECT NO.:** GAP-301

**CONTRACT DATE:** 6/17/2021

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.  
Continuation Sheet is attached.

- |  |              |
|--|--------------|
| 1. ORIGINAL CONTRACT SUM   | \$282,151.00 |
| 2. Net Change By Change Orders.....  | -\$24,911.00 |
| 3. CONTRACT SUM TO DATE (Line 1 +2).....                                     | \$257,240.00 |
| 4. TOTAL COMPLETED & STORED TO DATE.....<br>(Column I on Continuation Page)  | \$257,240.00 |
| 5. RETAINAGE:  |              |
| a. 10% % of Completed Work   | \$0.00       |
| b.   |              |
| Total Retainage (Line 5a + 5b or<br>Total in Column L on Continuation Page)  | \$0.00       |
| 6. TOTAL EARNED LESS RETAINAGE.....<br>(Line 4 less Line 5 Total)            | \$257,240.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT<br>(Line 6 from prior Certificate) | \$231,516.00 |
| 8. CURRENT PAYMENT DUE   | \$25,724.00  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE<br>(Line 3 less Line 6)            | \$0.00       |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		-\$24,911.00
Total Approved this Month		
TOTALS	\$0.00	-\$24,911.00
NET CHANGES by Change Order		-\$24,911.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.  
CONTRACTOR:

BY: \_\_\_\_\_ DATE \_\_\_\_\_

Georgia Asphalt Producers, Inc

State of: \_\_\_\_\_ County of : \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public:  
My Commission Expires: May 22, 2023

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certified that to the best of his knowledge,

information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED..... \$ 25,724.00**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

**Brunswick-Glynn Co Joint Water and Sewer Commissioners**

By: \_\_\_\_\_ Date: \_\_\_\_\_

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



## CONTINUATION SHEET

BRUNSWICK-GLYNN CO JOINT WATER AND SEWER COMMISSIONERS  
 BERGEN WOODS TOWNHOMES  
 OFF-SITE IMPROVEMENTS

APPLICATION NO: **4 Final**  
 APPLICATION DATE: 01/14/22  
 PERIOD TO: 01/14/22  
 PROJECT NO: **GAP-301**

A	B	C				D	E	F	G	H	I	J	K	L
						PREVIOUS		CURRENT		COMPLETED TO DATE				
ITEM NO.	DESCRIPTION OF WORK	Qty	Units	Unit Cost	SCHEDULED VALUE	PREVIOUS APPLICATION Qty	PREVIOUS APPLICATION TOTAL	THIS PERIOD Qtys	THIS PERIOD Total	TO DATE Qty (D+F)	TO DATE Total	% Complete (I/C)	BALANCE TO FINISH (C-I)	RETAINAGE (10%)
1	Mobilization, Demobilization, Insurance & Bonds	1.00	LS	\$ 53,500.00	\$ 53,500.00	1.00	\$ 53,500.00		\$ -	1.00	\$ 53,500.00	100.00%	\$ -	5,350.00
2	Permitting	1.00	LS	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	100.00%	\$ -	250.00
3	Clearing,Grubbing & Site Work	1.00	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	100.00%	\$ -	500.00
4	8- Inch by 6-Inch MJ Fused Tee	1.00	EA	\$ 750.00	\$ 750.00	1.00	\$ 750.00		\$ -	1.00	\$ 750.00	100.00%	\$ -	75.00
5	8-Inch by 6-Inch Reducer	1.00	EA	\$ 600.00	\$ 600.00	1.00	\$ 600.00		\$ -	1.00	\$ 600.00	100.00%	\$ -	60.00
6	6-Inch Isolation valve with Box and Cover	1.00	EA	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	100.00%	\$ -	250.00
7	6-Inch by 4-Inch Reducers	1.00	EA	\$ 600.00	\$ 600.00	1.00	\$ 600.00		\$ -	1.00	\$ 600.00	100.00%	\$ -	60.00
8	4-Inch Isolation valve with Box and Cover	1.00	EA	\$ 2,100.00	\$ 2,100.00	1.00	\$ 2,100.00		\$ -	1.00	\$ 2,100.00	100.00%	\$ -	210.00
9	8-Inch HDPE DR11 by Open Cut	2,600.00	LF	\$ 26.00	\$ 67,600.00	2600.00	\$ 67,600.00		\$ -	2600.00	\$ 67,600.00	100.00%	\$ -	6,760.00
10	Air Relief Valve assembly (Pedestal 4-4A)	2.00	EA	\$ 9,000.00	\$ 18,000.00	2.00	\$ 18,000.00		\$ -	2.00	\$ 18,000.00	100.00%	\$ -	1,800.00
11	12-Inch HDPE DR11 Casing by HDD ( Incl. End Seals)	230.00	LF	\$ 165.00	\$ 37,950.00	230.00	\$ 37,950.00		\$ -	230.00	\$ 37,950.00	100.00%	\$ -	3,795.00
12	8-Inch HDPE DR11 Carrier by HDD	236.00	LF	\$ 165.00	\$ 38,940.00	236.00	\$ 38,940.00		\$ -	236.00	\$ 38,940.00	100.00%	\$ -	3,894.00
13	Connection to Existing SSMH	1.00	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	100.00%	\$ -	500.00
14	Fittings ( Sewer Safe)	1.00	LS	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		\$ -	1.00	\$ 2,500.00	100.00%	\$ -	250.00
15	Coating Manhole	1.00	LS	\$ 7,500.00	\$ 7,500.00	1.00	\$ 7,500.00		\$ -	1.00	\$ 7,500.00	100.00%	\$ -	750.00
16	Misc. Driveway Restoration	1.00	LS	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	100.00%	\$ -	500.00
17	Hydrostatic Pressure Testing	1.00	LS	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		\$ -	1.00	\$ 1,500.00	100.00%	\$ -	150.00
18	Erosion Control and Grassing	1.00	LS	\$ 5,700.00	\$ 5,700.00	1.00	\$ 5,700.00		\$ -	1.00	\$ 5,700.00	100.00%	\$ -	570.00
	<b>Extra Work, if Ordered by the Engineer</b>													
19	Water Main Conflict Resolution	1.00	EA	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	0.00	\$ -	0.00%	\$ 3,500.00	0.00
20	Storm Sewer Conflict Resolution	1.00	EA	\$ 3,500.00	\$ 3,500.00		\$ -		\$ -	0.00	\$ -	0.00%	\$ 3,500.00	0.00
21	Unsuitable Soil Removal and Replacement	10.00	CY	\$ 40.00	\$ 400.00		\$ -		\$ -	0.00	\$ -	0.00%	\$ 400.00	0.00
22	Flowable Fill Esiting 2-Inch FM	3,000.00	LF	\$ 5.00	\$ 15,000.00		\$ -		\$ -	0.00	\$ -	0.00%	\$ 15,000.00	0.00
23	Utility Vertification Test Holes within G-Dot ROW/Pavement	1.00	EA	\$ 2,500.00	\$ 2,500.00		\$ -		\$ -	0.00	\$ -	0.00%	\$ 2,500.00	0.00
24	Removal and Replacement of Asphalt Per GDOT Specification	1.00	SF	\$ 11.00	\$ 11.00		\$ -		\$ -	0.00	\$ -	0.00%	\$ 11.00	0.00
25	Line 19-24 Deduct	1.00	LS		\$ (24,911.00)		\$ -		\$ -	0.00			\$ (24,911.00)	0.00
	<b>TOTAL COMPLETED</b>				\$ 257,240.00		\$ 257,240.00		\$ -		\$ 257,240.00		\$ -	\$ 25,724.00
					\$ 257,240.00		\$ 257,240.00		\$ -		\$ 257,240.00	100.00%	\$ -	\$ 25,724.00



# ***Brunswick-Glynn***

## ***Joint Water and Sewer Commission***

# ***Memorandum***

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**To:** BGJWSC Board of Commissioners  
**From:** Todd Kline, P.E., Director of Engineering  
**Date:** Thursday, February 17, 2022  
**Re:** Dedication of Private Infrastructure w/ Easements – Oyster Grove Subdivision

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### **Background**

The Brunswick-Glynn Joint Water & Sewer Commission (JWSC) Standards for Water & Sewer Design and Development Procedures support the acceptance of privately constructed water and wastewater systems as public infrastructure, when specified conditions are met. The Developer of a new 23-lot single-family subdivision located at the end of Redfern and Ledbetter Drive on St. Simons Island wishes to dedicate and convey the following to JWSC:

- Water system measuring approximately 1,508 linear feet with an estimated value of \$95,000
- Sanitary Sewer system measuring approximately 1,479 feet with an estimated value of \$150,000
- Wastewater Pump Station with design capacity of 97 gallons per minute and estimated value of \$70,000, and described in the attached Warranty Deed
- Four (4) Utility Easements as described in the attached Water and Sewer Utility Easement and companion Final Plat

### **Staff Report**

The Owner of Record of the infrastructure described within, aka ETS Family Limited Partnership, aka Stroud Family LP, has submitted legal documents to define and execute the transfer of ownership, and conveyance of the easements for access and maintenance. The infrastructure is understood to have complied with applicable standards at the time of construction. JWSC inspection records indicate the infrastructure is functioning and in acceptable condition.

### **Recommended Action**

All requirements of the JWSC Standards for Water & Sewer Design and Construction and Development Procedures have been met, and all related documents submitted. Staff recommends the acceptance of the described water and sewer infrastructure and easements for JWSC ownership, operation, and maintenance.

### **Recommended Motion**

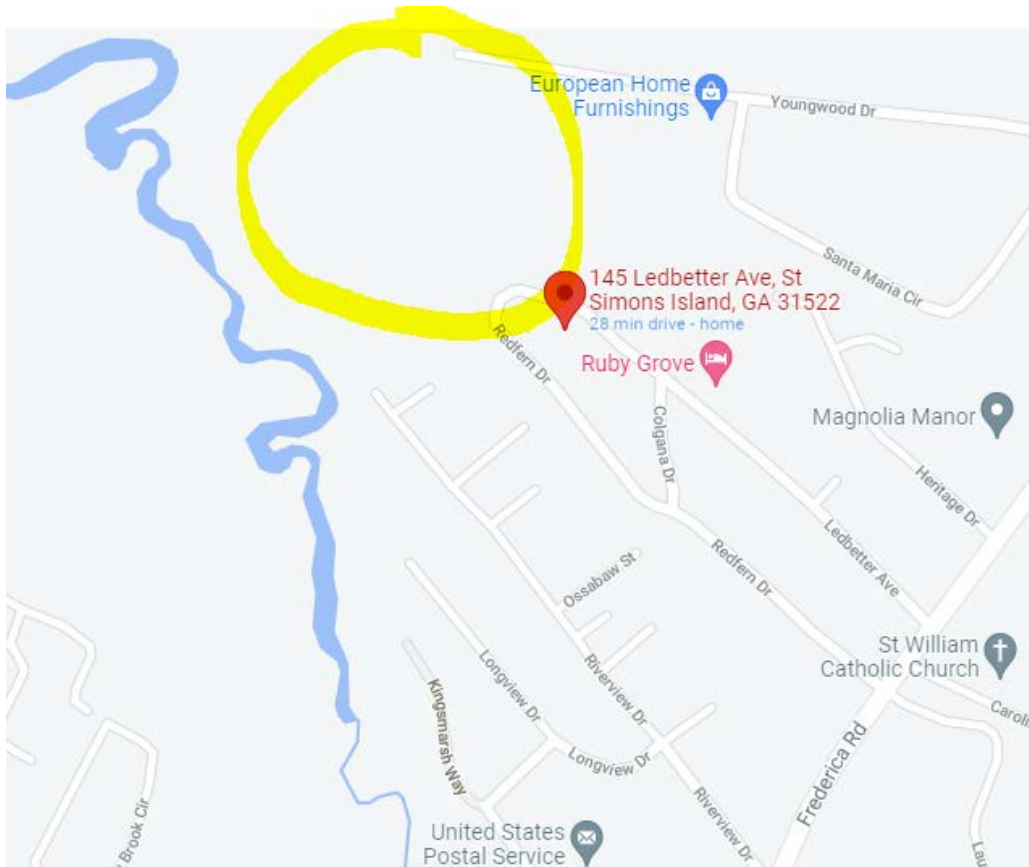
***“I make a motion that the Brunswick-Glynn Joint Water and Sewer Commission approve the described infrastructure and easements for public ownership.”***

### **Enclosures**

Location & GIS Maps  
Final Plat Oyster Grove (FP 4722)  
Infrastructure Dedication Application – Requires BOC Chairman Signature  
Water & Sewer Utility Easement – Requires BOC Chairman Signature  
Warranty Deed for Pump Station – Requires BOC Chairman Signature

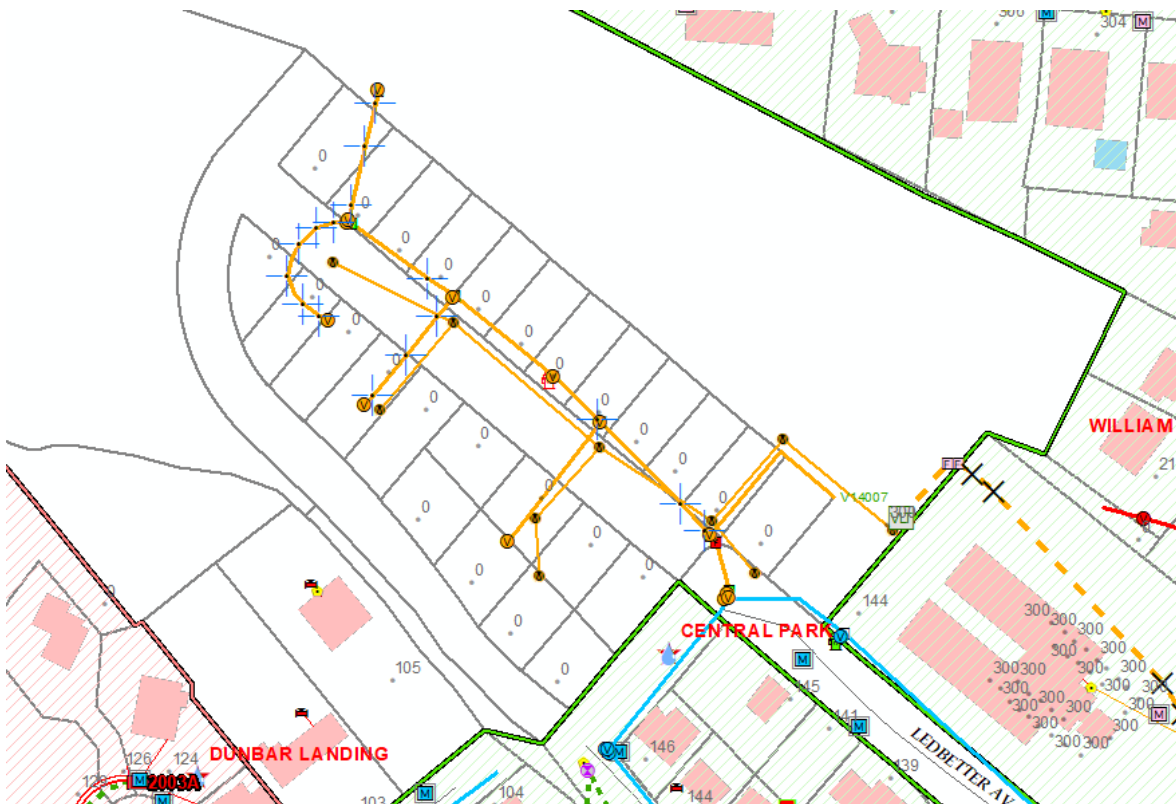
## OYSTER GROVE LOCATION MAP

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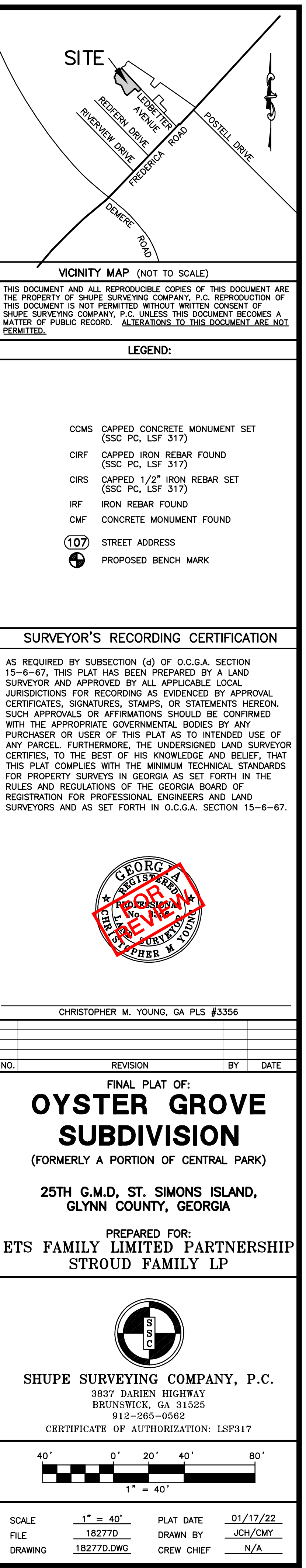


## OYSTER GROVE GIS MAP – TO BE UPDATED FOLLOWING BOC ACCEPTANCE

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## Application for Dedication of Water/Wastewater Systems

### Part A: Statement of Intention

Having completed the installation of the water/wastewater system for the property tract or

Sub-division heretofore known as Oyster Grove; the current

Owner(s) of the system, being ETS Family Limited Partnership, located

at Ledbetter Avenue and Lawson Street, is desirous of dedicating the constructed

utility system(s) for ownership, operation and maintenance to the appropriate public entity licensed and permitted to operate such system(s) within this jurisdictional area. This Application and requested information is being submitted with this intention.

### Part B: Recognition and Acceptance of Warranties

The Owner/Developer of this water/wastewater system does hereby recognize and accept the responsibility for correcting any and all system defects that may occur or be found during the operation of the system by the JWSC for a period of two (2) years from the written date of acceptance by the governmental body to which the system is dedicated. This warranty covers materials and workmanship items, as well as those components of the infrastructure damaged by other utilities and/or contractors who may cause damage to the water/wastewater system as herein accepted, excepting such defects caused or resulting from the sole negligence of the JWSC.

### Part C: Confirmation of Compliance of Water/Wastewater Documentation

The Owner/Developer of this water/wastewater system does hereby warrant that the Record Drawings and all appropriate utility easements and/or deeds have been provided to the JWSC.

### Part D: Fair Value (Cost Basis) of Dedicated System (To be completed by Engineer)

The Fair Value (Cost Basis) of the installed **water system**, which is approximately 1,508 linear feet as constructed, is estimated to be \$ 95,000.00.

The Fair Value (Cost Basis) of the installed **sanitary sewer system**, which is approximately 1,479 linear feet, is estimated to be \$ 150,000.00.

The Fair Value (Cost Basis) of the installed **wastewater lift station**, which design capacity is 97 gallons per minute @ 20 feet Total Dynamic Head, is estimated to be \$ 70,000.00.

The Fair Value (Cost Basis) of the installed **potable water well**, which design capacity is N/A gallons per minute @ \_\_\_\_\_ feet Total Dynamic Head, is estimated to be \$ \_\_\_\_\_.



### Engineer's Certification

The information cited in Part "D" of this application is based on my professional evaluation of the costs of materials and installation of the water/wastewater system(s) as constructed in accordance with the approved standards and specifications for this project; and I do hereby certify, to the best of my knowledge and belief, that these amounts as provided are an accurate representation of this systems Fair Value on a Cost Basis as of the date of this Application.

Engineer Printed Name: Peter Schoenauer	Georgia P.E. Registration # : 30623
Engineer Signature: <i>Peter Schoenauer</i>	Date (mm/dd/yyyy): 12-6-21

(INSERT ENGINEER SEAL)

### Part E: Owner/Developer Certification

I/We, *ETS Family Limited Partnership* do hereby certify that all application information herein provided on the aforementioned water/wastewater development project is true and accurate to the best of my/our knowledge and belief.

Printed Name of Grantor (Company, LLC, Inc.): <i>ETS Family Limited Partnership</i>	
Printed Name of Grantor Representative: <i>Thomas B. Stroud</i>	
Title of Grantor: <i>partner</i>	
Signature of Grantor: <i>T B Stroud</i>	Date Signed(mm/dd/yyyy): <i>12/07/2021</i>

Only if this is a Corporation, include name of someone to Attest and insert the Corporate Seal  
Otherwise skip to Notary

Printed Name of Attestor: <i>Sarah H Broyles</i>	
Title of Attestor: <i>Unofficial Witness</i>	
Signature of Attestor: <i>Sarah H Broyles</i>	Date Signed (mm/dd/yyyy): <i>12/07/2021</i>

(CORPORATE SEAL HERE)

**All Applications must be Notarized**

Date signed, sealed and delivered (mm/dd/yyyy):
In the presence of (printed Name of Notary):
Signature of Notary Public:
Date Notary Commission Expires (mm/dd/yyyy):

**ACCEPTED BY BRUNSWICK GLYNN JOINT WATER & SEWER COMMISSION**

<b>Date Accepted (Commission Meeting):</b>	
<b>Printed Name of Chairman:</b>	
<b>Signature of Chairman:</b>	<b>Date Signed (mm/dd/yyyy):</b>

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*(Above the Line Reserved for Clerk Recording Data)*

*Return to:*  
Brunswick-Glynn County Joint  
Water and Sewer Commission  
Attn: Andrew Burroughs, Exec. Dir.  
1703 Gloucester Street Brunswick,  
GA 31520

**STATE OF GEORGIA  
COUNTY OF GLYNN**

**WATER AND SEWER UTILITIES EASEMENT**

**THIS WATER AND SEWER UTILITIES EASEMENT** grant and dedication, made and entered into this      day of      , 20      , by and between      , a      , (hereinafter referred to as the "Grantor") and the **BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION**, a body corporate and politic and a public corporation, established by a Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "Grantee").

**WITNESSETH:**

For and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby grant and convey unto said Grantee, its successors and assigns, a perpetual easement and right to

construct, reconstruct, install, locate, relocate, maintain, repair, replace and use water lines, sanitary sewer lines, valves, manholes, such other lines Grantee deems necessary for water and sewer service, and related equipment and facilities over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

***SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.***

1. Grant of Easement for Utilities:

a. Grantor hereby transfers and conveys an easement in and to all property described in Exhibit "A" for the location, maintenance, and repair of water lines, sanitary sewer lines, valves, manholes, access roads, ditch or creek crossings and related equipment and facilities (hereinafter referred to as "Water and Sewer Utilities") in the Easement Area.

b. The grant of this easement includes the right at all times for representatives of Grantee to enter upon said Easement Area for purposes described herein, including the right to cut away and keep clear of Water and Sewer Utilities any and all vegetation that might, in the opinion of the Grantee, endanger or injure the Water and Sewer Utilities or their appurtenances, or interfere with their proper operation or maintenance; the right of ingress to and egress from the Easement Area across the land referred to herein for the purpose of exercising the rights herein granted; provided, that failure of the Grantee to exercise any of the rights herein granted shall not be construed as a waiver or abandonment of the right hereafter at any time and from time to time to exercise any or all of same. Grantee shall not be liable for, or bound by, any statement, agreement or understanding not herein expressed.

c. Grantor warrants that no building, shed, mobile home, fence, swimming pool or other such structures, or any crops, trees or large shrubs shall be erected or planted over the Water and Sewer Utilities nor within the boundary of the Easement Area as stated

herein; that no other utility shall be permitted within the Easement Area that interferes with the operation and maintenance of the Water and Sewer Utilities; that no fill material or paving shall be placed within the Easement Area unless permitted in writing by the Grantee; and, that any structure/fill material placed upon, or vegetation planted within the Easement Area in contradiction herein shall be removed at the property owner's expense.

d. In the event a building or other structure should be erected within the Easement Area, no claim for damages shall be made by Grantor, its heirs or assigns, on account of any damage that might occur to such structure, building or contents thereof due to the operation or maintenance of said Water and Sewer Utilities or their appurtenances, or any accident or mishap that might occur therein or thereto.

2. Maintenance: Except as hereinafter provided, that in the event excavation, construction, reconstruction, installation, location, relocation, maintenance, repair or replacement are necessary to the Water and Sewer Utilities, or equipment and facilities, as described above, the Grantee shall, at its expense, perform such work. Provided, however, the Grantee shall not be responsible for full restoration of the Easement Area to match the original condition.

3. Limitation of Easement Rights: The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.

4. Encumbrances: Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows: which is recorded in the office of the Superior Court real property records of Glynn County in Book     at Page     and that Grantor is legally qualified and entitled to grant the easement herein with respect to the lands described.

**TO HAVE AND TO HOLD** the above described water and sewer easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by any means or ways, dispute the perpetual easement right of the Grantee to the use of said easement.

**IN WITNESS WHEREOF**, the said Grantor has set their hand and affixed their seal of the undersigned and delivered these presents on this the day and year first above written.

Printed Name of Grantor: <i>ETS Family Limited Partnership</i>	
Title of Grantor: <i>Partner, Thomas S. Stroud</i>	
Signature of Grantor: <i>TS Stroud</i>	Date Signed: <i>12/07/2021</i>

**STAMP CORPORATE SEAL** (if Grantor is an LLC or INC)

Printed Name of Unofficial Witness: <i>Elizabeth S. Smith</i>
Signature of Unofficial Witness: <i>Elizabeth S. Smith</i>
Signed, sealed and delivered on this <i>7th</i> day of <i>December</i> , 20 <i>21</i> and in the presence of:
Signature of Notary Public: <i>Sarah H. Broyles</i>
My Commission Expires: <i>October 14, 2024</i>

**STAMP NOTARIAL SEAL**



ACCEPTED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_.

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

By:

\_\_\_\_\_  
Name:  
Chairman

Attest to:

\_\_\_\_\_  
Name:  
Commission Clerk



## EXHIBIT "A"

### EASEMENT AREA 1:

All that tract or parcel of land located, lying and being in G.M.D. 25, Glynn County, Georgia, further described as follows:

In order to find the Point of Beginning of the sanitary sewer easement, commence at the iron pin located on the right-of-way margin of Ledbetter Avenue (60-foot wide right-of-way) at the southern most corner of Lot 1 of Oyster Grove Subdivision (plat of said Subdivision more particularly described hereafter); from said iron pin run thence along the southeasterly line of said Lot 1 North 39 degrees 52 minutes 00 seconds East 100.00 feet to an iron pin located at the eastern most corner of said Lot 1; run thence South 50 degree 08 minutes 00 seconds East 11.50 feet to an iron pin; run thence North 39 degrees 52 minutes 00 seconds East 50.00 feet to an iron pin which marks the POINT OF BEGINNING of the herein described sanitary sewer easement; from said Point of Beginning run thence South 50 degrees 08 minutes 00 seconds East 3.84 feet to a point; run thence North 40 degrees 12 minutes 21 seconds East 37.89 feet to a point; run thence North 88 degrees 45 minutes 21 seconds East 2.29 feet to a point; run thence South 51 degrees 49 minutes 58 seconds East 147.31 feet to a point; run thence South 33 degrees 42 minutes 54 seconds East 210.00 feet to a point; run thence North 53 degrees 30 minutes 58 seconds East 20.06 feet to a point; run thence North 33 degrees 43 minutes 32 seconds West 212.22 feet to a point; run thence North 51 degrees 49 minutes 58 seconds West to a point on the Grantor's property line; run thence in a southwesterly direction along Grantor's property line to the Point of Beginning of said sanitary sewer easement.

### EASEMENT AREA 2:

Description of the centerline of a proposed 20' water and sanitary sewer easement across Lots 2 and 3 as shown on the Final Plat of Oyster Grove Subdivision, said proposed easement being located in the 25th G.M.D., Glynn County, Georgia: Beginning at a point in the proposed eastern right-of-way of Ledbetter Avenue (50' public right-of-way) as shown on the Final Plat of Oyster Grove Subdivision, said point being the common corner of Lot 2 and Lot 3 of said subdivision; thence North 39 degrees 52 minutes 00 seconds East a distance of 100.00 feet to the terminus of proposed easement, said easement containing 2,000 square feet of land, more or less.

### EASEMENT AREA 3:

Description of the centerline of a proposed 20' sanitary sewer easement across Lots 20 and 21 as shown on the Final Plat of Oyster Grove Subdivision, said proposed easement being located in the 25th G.M.D., Glynn County, Georgia: Beginning at a point in the proposed southern right-of-way of Oyster Lane (40' public right-of-way) as shown on the Final Plat of Oyster Grove Subdivision, said point being the common corner of Lot 20 and Lot 21 of said subdivision, thence South 05 degrees 08 minutes 00 seconds East a distance of 28.08 feet to a point; thence South 50 degrees 08 minutes 00 seconds East a distance of 42.16 feet to the terminus of proposed easement, said easement containing 1,400 square feet of land, more or less.

### EASEMENT AREA 4:

Description of the centerline of a proposed 15' water line easement across Lots 9 and 10 as shown on the Final Plat of Oyster Grove Subdivision, said proposed easement being located in the 25th



G.M.D., Glynn County, Georgia: Beginning at a point in the proposed northern right-of-way of Ledbetter Avenue (50' public right-of-way) as shown on the Final Plat of Oyster Grove Subdivision, said point being the common corner of Lot 9 and Lot 10 of said subdivision, thence North 12 degrees 38 minutes 47 seconds East a distance of 119.08 feet to the terminus of proposed easement, said easement containing 1,789 square feet of land, more or less.

Said descriptions according to Final Plat Of: Oyster Grove Subdivision (formerly a portion of Central Park), by Shupe Surveying Company, P.C., certified by Christopher M. Young, Georgia Registered Land Surveyor No. 3356, dated \_\_\_\_\_. Said plat prepared for ETS Family Limited Partnership and Stroud Family LP.

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(Above the Line Reserved for Clerk Recording Data)

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*Return to:*  
Brunswick-Glynn County  
Joint Water and Sewer Commission  
Attn: Andrew Burroughs, Executive Director  
1703 Gloucester St.  
Brunswick, Georgia 31520

**WARRANTY DEED OF DEDICATION**

THIS INDENTURE is made and entered into this 6th day of January  
2022, by and between Stroud Family, LP

\_\_\_\_\_ (hereinafter referred to as the "Grantor") and the **BRUNSWICK-GLYNN COUNTY JOINT WATER AND SEWER COMMISSION**, a body corporate and politic and public corporation, established by a Local Act of the General Assembly of the State of Georgia, acting by and through its Commissioners (hereinafter referred to as the "Grantee").

**WITNESSETH:**

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, at or before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, by execution hereof, does hereby grant and convey and confirm unto Grantee all that tract or parcel of land lying and being in Glynn County, Georgia (hereinafter referred to as the "Land") as more

particularly described in Exhibit "A" as Proposed BGJWSC Parcel (Lift Station),  
which Exhibit is attached and incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members  
and appurtenances thereof, to the same belonging, or in any manner appertaining, to  
the proper use, benefit of Grantee forever in FEE SIMPLE, its successors and assigns.

AND GRANTOR WILL WARRANT and forever defend the right and titled to the  
Land unto Grantee against the claims of all persons whomsoever.

EXECUTED under seal as of the date written above.

GRANTOR:

T.B. Stroud

T.B. Stroud for Stroud Family, LP  
(insert name and title of Grantor) (SEAL)

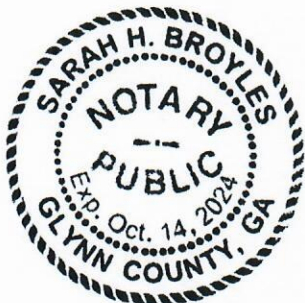
Signed, sealed and delivered  
in the presence of:

Elizabeth Smith  
Unofficial Witness

Sarah H. Broyles  
Notary Public

Commission Expiration Date: October 14, 2024

(NOTARIAL SEAL)



### EXHIBIT "A"

All that tract or parcel of land located, lying and being in G.M.D. 25, Glynn County, Georgia, containing 2,500 square feet, further described as follows:

In order to find the Point of Beginning of the Lift Station Parcel conveyed herein, commence at the iron pin located on the right-of-way margin of Ledbetter Avenue (60-foot wide right-of-way) at the southern most corner of Lot 1 of Oyster Grove Subdivision (plat of said Subdivision more particularly described hereafter); from said iron pin run thence along the southeasterly line of said Lot 1 North 39 degrees 52 minutes 00 seconds East 100.00 feet to an iron pin located at the eastern most corner of said Lot 1; run thence South 50 degree 08 minutes 00 seconds East 11.50 feet to an iron pin which marks the POINT OF BEGINNING of the herein conveyed Lift Station Parcel; from said Point of Beginning, run thence North 39 degrees 52 minutes 00 seconds East 50.00 feet to an iron pin; run thence North 50 degrees 08 minutes 00 seconds West 50.00 feet to an iron pin; run thence South 39 degrees 52 minutes 00 seconds West 50.00 feet to an iron pin located on the northeasterly line of said Lot 1; run thence South 50 degrees 08 minutes 00 seconds East 50.00 feet to the Point of Beginning.

TOGETHER WITH all water and/or sewer infrastructure and improvements located on said Lift Station Parcel.

ALSO TOGETHER WITH an easement for Grantee's use for "maintenance vehicle turn-around" over and across the following described property: Beginning at the northern corner of the Lift Station Parcel described above, run thence North 75 degrees 49 minutes 47 seconds East 58.10 feet to a point; run thence South 40 degrees 12 minutes 21 seconds West 47.03 feet to a point on the northeastern line of said Lift Station Parcel; run thence along said northeastern line of said Lift Station Parcel North 50 degrees 08 minutes 00 seconds West 33.84 feet to the Point of Beginning of said easement and containing 796 square feet, more or less.

ALSO TOGETHER WITH a perpetual easement and right to construct, reconstruct, install, locate, relocate, maintain, repair, replace and use water lines, sanitary sewer lines, valves, manholes, such other lines Grantee deems necessary for water and sewer service, and related equipment and facilities over, across and through a portion of the Grantor's property. Said easement area is more particularly described as follow: Beginning at the western corner of the Lift Station Parcel described above, run thence North 50 degrees 08 minutes 00 seconds West 103.40 feet to a point; run thence North 39 degrees 52 minutes 00 second East 20.00 feet to a point; run thence South 50 degrees 08 minutes 00 seconds East 103.40 feet to a point on the northwestern line of said Lift Station Parcel; run thence along said northwestern line of said Lift Station Parcel South 39 degrees 52 minutes 00 seconds West 20.00 feet to the Point of Beginning of said water and sanitary sewer easement and containing 2,068 square feet, more or less.

ALSO TOGETHER WITH a perpetual easement and right to construct, reconstruct, install, locate, relocate, maintain, repair, replace and use sanitary sewer lines, valves, manholes, such other lines Grantee deems necessary for sewer service, and related equipment and facilities over, across and through a portion of the Grantor's property. Said easement area is more particularly described as follow: Beginning at the eastern corner of the Lift Station Parcel described above, run thence along

the northeastern line of said Lift Station Parcel North 50 degrees 08 minutes 00 seconds West 16.16 feet to a point; run thence North 40 degrees 12 minutes 21 seconds East 47.03 feet to a point; run thence North 88 degrees 45 minutes 21 seconds East to a point; run thence South 51 degrees 49 minutes 58 seconds East to a point on Grantor's property line; run thence in a southwesterly direction along Grantor's property line to the Point of Beginning of said sanitary sewer easement.

Said descriptions according to Final Plat Of: Oyster Grove Subdivision (formerly a portion of Central Park), by Shupe Surveying Company, P.C., certified by Christopher M. Young, Georgia Registered Land Surveyor No. 3356, dated \_\_\_\_\_. Said plat prepared for ETS Family Limited Partnership and Stroud Family LP.



# ***Brunswick-Glynn***

## ***Joint Water and Sewer Commission***

### ***Memorandum***

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**To:** Board of Commissioners  
**From:** Charles A. Dorminy, Legal Counsel  
**Date:** Thursday, February 17, 2022  
**Re:** Agreement with Glynn County for the Lease of the Former Animal Control Facility

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#### **Background:**

Glynn County, Georgia ("the County"), has recently relocated its Animal Control from its previous location at 4765 Highway 17 North to a new facility. The County has agreed to Lease the former facility to the JWSC for the cost of utilities. The JWSC intends to use the facility to serve as a center of operations for the ongoing system-wide meter replacement project. The facility will serve as both an administrative office and as storage for the project. The JWSC anticipates this project will require about two years for completion.

#### **Staff Report**

Staff has reviewed the Intergovernmental Lease Agreement with the County and finds it acceptable. The JWSC can and will comply with the terms of the Lease and finds that the facility will prove beneficial to the JWSC's water meter replacement program.

#### **Recommended Action**

Staff recommends entering into the IGA with the County for the Lease of the former Animal Control Facility.

#### **Motion**

***I hereby move that the Brunswick-Glynn Joint Water and Sewer Commission approve the Intergovernmental Lease Agreement with Glynn County for the lease of the former Animal Control Facility and authorize the Chairman to execute the same.***

#### **Enclosures**

Intergovernmental Agreement with Glynn County for the Lease of the former Animal Control Facility

**STATE OF GEORGIA  
COUNTY OF GLYNN**

**INTERGOVERNMENTAL LEASE AGREEMENT**

This Lease Agreement, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between **GLYNN COUNTY, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners** (hereinafter referred to as "County"), and **BRUNSWICK-GLYNN COUNTY WATER and SEWER COMMISSION, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners** (hereinafter referred to as "JWSC" or "Tenant")(both JWSC and County may be hereinafter collectively referred to as the "Parties"),

**W I T N E S S E T H**

WHEREAS, County is the owner of certain real property located at 4765 Highway 17 North, Brunswick, Georgia, known and identified as the former site of Glynn County Animal Services, and as is more particularly described herein; and

WHEREAS, JWSC desires to lease the said property from the County, and the County is willing to lease same to JWSC, to benefit the provision of public utilities to the residents of Glynn County, as set forth herein; and

WHEREAS, JWSC has the authority, pursuant to the "Brunswick-Glynn County Water and Sewer Commission Act," "to acquire by purchase, lease, gift, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character for its corporate purposes"; and

WHEREAS, the Parties are authorized to enter into intergovernmental contracts pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia that provides, in pertinent part, as follows:

[A]ny county, municipality, school district, or other political subdivision of the state 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; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

WHEREAS, JWSC, can continue to use the premises for a public use to the benefit of the citizens of Glynn County;

NOW THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, County and JWSC agree as follows:

**1. Premises**

County hereby leases to JWSC and JWSC hereby leases from County, on the terms and conditions set forth herein, that certain property, together with all Improvements now or hereafter located thereon and all appurtenances thereunto belonging (with said Site, Improvements, and appurtenances hereinafter collectively referred to as "Premises"), in Glynn County, Georgia, commonly identified as the former Glynn County Animal Services building ("Building"), located at 4765 Highway 17 North, Brunswick, Georgia, contained within Parcel Number (03-14403) on the Official Tax Maps of Glynn County, and as more particularly identified and described in the "Property Description," attached as Exhibit "A" and incorporated herein by reference.

The term "Improvements" as used in this Lease shall mean any and all structures and appurtenances thereto of every type and kind on, at or under the Site, including, but not limited to, buildings, patios, patio covers, awnings, additions, walkways, sprinkler systems or pipes, curbing, paving, driveways, parking areas, fences, screening walls, retaining walls, fixtures, landscaping hedges, windbreaks, poles, signs, air conditioning,



exterior antennae, aerals and other equipment for the reception or transmission of radio, television, microwave, electromagnetic, or other similar or dissimilar communication systems, and any improvement or any device that alters the natural flow of water from any property adjoining the Premises.

## **2. Term**

(a) The term of this Lease shall be two (2) years and shall commence as of \_\_\_\_\_, 2022, and shall terminate absolutely and without further obligation on the part of County or JWSC on \_\_\_\_\_, 2024 at 12:00 noon. This Agreement shall automatically renew for up to four (4) additional and successive one (1) year terms thereafter unless the County or JWSC gives notice of non-renewal to the other party more than thirty (30) days prior to the expiration of the current term. The Term of this Lease is intended to comply with Ga. Const. art. IX, § 3, ¶ I and the parties agree to make any necessary changes in the structure of the Term to comply with the same and any other provisions of Georgia law, as amended from time to time.

## **3. Rent**

The JWSC will pay rent for the Premises to the County in the amount of \$\_\_\_\_\_ per month, which amount is equal the estimated monthly utility and general maintenance costs and carrying costs incurred by the County on the property. Such monthly rental amount is due and payable by JWSC to County in advance each month.

The Parties agree that JWSC's payment of rent, as well as the other mutual agreements contained within this Intergovernmental Lease Agreement, shall constitute reasonable and adequate compensation in exchange for the JWSC's lease of the Premises.

#### **4. Use of Premises**

(a) JWSC's use of the Premises is limited to JWSC administrative office(s) and storage space, and related uses.

(b) County does not assume, and has no right to control, the time, manner, means, and method of JWSC's operations, and nothing herein shall be construed so as to create any relationship between the parties hereto other than that of County and JWSC.

#### **5. Structural Changes, Alterations or Improvements**

JWSC accepts the Premises in "as-is" condition and confirms that the property is currently suitable for JWSC's intended uses. JWSC shall not make any structural changes, alterations or improvements in or to any of the improvements located on the Premises without the prior written consent of the County. All structural changes, alterations or improvements shall be made by JWSC at JWSC's sole expense and in such manner as not to cause a lien to be claimed against the property of County. All such undertakings by JWSC shall conform to the applicable building code and regulations of Glynn County, Georgia, and shall conform to all laws, rules or regulations imposed by state and federal law. Maintenance and repair of any such changes, alterations, or improvements is the sole responsibility of JWSC. Upon the expiration of this Lease, or any sooner termination hereof, JWSC shall surrender the Premises in good order, condition and repair.

Anything herein to the contrary notwithstanding, JWSC shall have the right to remove any and all of its fixtures, furniture and equipment from the Premises upon the expiration of this Lease.

## **6. Maintenance**

During the Term, JWSC shall, at its sole expense without reimbursement or contribution by JWSC, keep in good condition and repair the plumbing, sprinkler and other utility lines and systems servicing the Land and Improvements. JWSC shall maintain and keep in good condition, order, and repair all buildings, parking facilities, driveways and walkways located on Premises in a condition in compliance with all governmental regulations. This obligation includes the prompt removal by JWSC of trash and other items from parking facilities, driveways and walkways in accordance with standard practices.

JWSC shall provide County notice of any defective or unsafe conditions in a timely manner. Upon notice of any defective or unsafe conditions, JWSC, with the concurrence and approval of County, shall undertake diligent efforts to remedy the same.

## **7. Insurance**

County is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the County, comparable to the County's policy(ies) currently in place. Such insurance should include such risks as fire, theft, vandalism, flood and disaster. JWSC shall be responsible for insuring its own personal property and any Improvements made by JWSC.

JWSC shall keep in force policies of liability insurance against claims for damage to property or for personal injury, including death that may arise from JWSC's use of the Premises, comparable to policies currently in place, issued by insurance companies authorized and licensed to do business in the state of Georgia, in the amount of at least \$1,000,000 per occurrence. No such policy shall be cancelable by the insurance carrier

without thirty (30) days' notice to County. JWSC agrees to provide County with certificates evidencing the required coverage in a form satisfactory to County upon request.

Landlord and Tenant agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by either Party of any governmental immunity, including sovereign immunity, provided under any applicable law, nor is any provision of this Agreement intended or to be construed as an agreement or obligation by either party to indemnify or hold any individual or entity harmless.

## **8. Utilities**

JWSC shall be responsible for any and all utility or other operational charges assessed to the property and any of JWSC's improvements made to the Property, and not otherwise included in the cost of rent, as well as any other costs or expenses necessary to make the premises, including any improvements thereon, suitable for JWSC's use. This provision includes, but is not limited to, water, sewer, gas and electricity, trash pick-up, grounds maintenance, telephone service, and internet connections.

## **9. Governmental Orders and Condemnation**

(a) JWSC agrees, at JWSC's own expense, to comply promptly with all lawful requirements of any legally constituted public authority made necessary by reason of JWSC's occupancy of the Premises. County agrees to comply promptly with any such lawful requirements if such is not made necessary by reason of JWSC's occupancy.

(b) If the whole of the leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. If any part of the leased Premises shall be acquired or condemned as aforesaid, and in the event that such

partial taking or condemnation shall render the leased Premises unsuitable for the operations of the JWSC, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the operations of the JWSC, the County shall promptly restore the leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect. JWSC shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by JWSC in JWSC's own right on account of any and all damage to JWSC's operations by reason of the condemnation and for or on account of any cost or loss to which JWSC might be put in removing JWSC's furniture, fixtures, leasehold improvements and equipment.

#### **10. Title to Improvements**

Title to any portion of the Improvements constructed by JWSC shall, during the Term, be in JWSC. Upon the termination or expiration of this Lease, title to all Improvements constructed by JWSC shall vest in and become the full and absolute property of County without need of any further action being taken.

#### **11. Termination Without Cause**

Either Party may terminate this Lease without cause, and without penalty or any further obligation to the other Party, upon giving at least one hundred eighty (180) days' advance notice of such termination to the other Party. JWSC shall surrender the Premises to the County upon the effective date of such termination in good order, condition and repair.

## **12. Assignment and Subletting**

JWSC shall not have the right to assign or sublease this Lease or any interest hereunder without first obtaining the prior written consent of County. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of County. Assignees of JWSC, at the option of County, shall become directly liable to County for all obligations of JWSC hereunder, but no sublease or assignment shall relieve JWSC of any liability hereunder.

## **13. Default**

The parties agree that in the event that either County or JWSC is in default in performing any of the terms or provisions of this Agreement, and said party in default fails to cure the same within thirty (30) days after written notice thereof from the other party, the party which is not in default may, at its option, terminate this Lease by written notice to the party in default, whereupon said Lease shall end.

## **14. No Estate in Land**

This Lease shall create the relationship of landlord and tenant between County and JWSC; no estate shall pass out of County, and JWSC shall have only a usufruct, not subject to lease or sale.

## **15. Notices**

All notices hereunder shall be in writing, signed by the party making the same, and shall be delivered personally or sent via certified or registered United States mail, return receipt requested, postage prepaid, addressed as follows:

To County: Glynn County, Georgia  
Attn: County Attorney  
701 "G" Street, Second Floor, Historic Courthouse  
Brunswick, Georgia 31520

To JWSC: Brunswick-Glynn County Water and Sewer Commission  
Attn: Charles A. Dorminy  
3528 Darien Hwy, Suite 300  
Brunswick, Georgia 31525

The date of mailing or the date of personal delivery, as the case may be, shall be the date of such notice.

**16. Entire Agreement**

This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure to exercise any power given County or JWSC hereunder, or any failure to insist upon strict compliance of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any right to demand exact compliance with the terms hereof. No modification, alteration or amendment to this agreement shall be binding unless the same is contained in a written agreement executed between County and the JWSC, executed with the same formality as this Lease Agreement.

**17. Binding Effect of Lease**

This Lease and all of its covenants, conditions and terms shall extend to and be binding on the successors and assigns of County and JWSC.

**18. Severability**

If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any

governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby.

**19. Captions**

The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

**20. Governing Law**

The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

**21. Quiet Enjoyment**

JWSC, on conforming to all terms, covenants, representations, and warranties contained herein, shall and may peacefully and quietly have, enjoy and hold the Premises for the Term aforesaid, subject to the terms and provisions of this Lease.

**22. Zoning**

The parties are aware that the premises is zoned as Highway Commercial. The parties shall conduct themselves so as to not violate any zoning ordinances, applicable now or in the future. Compliance with this paragraph shall also include activities conducted for governmental purposes, so as to be immune from such violations.

**23. Force Majeure**

If the Premises are partially destroyed or damaged as a result of fire or other casualty, the County may, at its option, repair same or terminate this lease without penalty or further obligation. However, if the premises are totally destroyed, or so substantially damaged as to be untenable, by storm, fire, or other casualty, this lease shall terminate



as of the date of such destruction or damage and rent shall be prorated and accounted for as between County and JWSC as of that date.

**24. Counterparts**

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

**25. Time of Essence**

With respect to all the terms and conditions of this Agreement, time is of the essence.

**26. Access to Premises**

County, or any of its agents, shall have the right to enter upon the leased premises during any reasonable hours for the purpose of discharging any duties or obligations of County hereunder, including without limitation, the cleaning of the leased premises. JWSC shall afford to County, its agents, servants, employees and designees license to enter upon the leased premises at reasonable times, for the purpose of exercising any of the privileges and rights reserved to County under this Lease Agreement without any claim for damages or indemnification against County or diminution or abatement of rent.

*[SIGNATURES ON NEXT PAGE]*

In Witness Whereof, the parties have hereunto executed this instrument under seal and delivered these presents in duplicate originals as of the day and year first-above written.

Approved by the Glynn County Board of Commissioners on the \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Chairman, Glynn County Board of Commissioners

Attest: \_\_\_\_\_  
County Clerk, Glynn County, Georgia

Approved by the Brunswick-Glynn County Water and Sewer Commission on the \_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Chairman, Brunswick-Glynn County Water and Sewer Commission

Attest: \_\_\_\_\_  
Executive Commission Administrator, Brunswick-Glynn County Water and Sewer Commission

## **EXHIBIT "A"**

### **PROPERTY DESCRIPTION**

The property shall include the 24.74-acre property, whereupon a building, formerly used by the Glynn County Animal Services, at 4765 Highway 17 North, Brunswick, Georgia, contained within Parcel Number (03-14403) on the Official Tax Maps of Glynn County, is located. The "property" shall also include the above-referenced building located on the parcel.