



Brunswick-Glynn County Joint Water and Sewer Commission
1703 Gloucester Street, Brunswick GA 31520
Wednesday, February 16, 2022 at 1:00 PM
Commission Meeting Room

FACILITIES COMMITTEE MEETING AGENDA

COMMITTEE MEMBERS:

Committee Chairman Ben Turnipseed
Commissioner Bob Duncan
Commissioner Chuck Cook
Executive Director Andrew Burroughs

PUBLIC COMMENT PERIOD

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

APPROVAL

1. **Minutes from January 19, 2022 Facilities Committee Meeting (subject to any necessary changes)** [REPORT](#)
2. **Contract Award – Engineering Services for PS3101, PS4001, PS4002 Upgrades – A. Burroughs** [REPORT](#)
3. **Change Order – PS4116 Final Balancing – T. Kline** [REPORT](#)
4. **Change Order – Bergen Woods Offsite Final Balancing – T. Kline** [REPORT](#)
5. **Infrastructure Dedication - Oyster Grove – T. Kline** [REPORT](#)
6. **Intergovernmental Lease Agreement w/ Glynn County – Former Animal Control Facility – L. Roberts** [REPORT](#)

DISCUSSION

1. **WPCF Plant Flows Report – A. Burroughs** [REPORT](#)
2. **Capital Project Report – T. Kline / A. Burroughs** [REPORT](#)
 - **Capital Project Report Photos**
 - **Capital Project Spreadsheet**
 - **Capital Project Gantt Chart**
 - **EVA Report**

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 & Sewer Commission
1703 Gloucester Street, Brunswick, GA 31520
Commission Meeting Room
Wednesday, February 16, 2022 at 1:00 PM

FACILITIES COMMITTEE MINUTES

PRESENT: Ben Turnipseed, Chairman
Bob Duncan, Commissioner
Charles Cook, Commissioner
Andrew Burroughs, Executive Director

ALSO PRESENT: Todd Kline, Director of Engineering
LaDonnah Roberts, Deputy Executive Director
Charles A. Dorminy, Legal Counsel
Janice Meridith, Executive Commission Administrator

Chairman Turnipseed called the meeting to order at 1:00 PM.

Chairman Turnipseed provided the invocation.

PUBLIC COMMENT PERIOD

There being no citizens that wished to address the Committee, Chairman Turnipseed closed the Public Comment Period.

APPROVAL

1. Minutes from Facilities Committee Meeting January 19, 2022

Commissioner Duncan made a motion seconded by Commissioner Cook to approve the minutes from the Facilities Committee Meeting held on January 19, 2022. Motion carried 3-0-0.

2. Contract Award – Engineering Services for PS3101, PS4001, PS4002 Upgrades – A. Burroughs

Mr. Burroughs advised the committee that PS3101, PS4001 and PS4002 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. After reviewing the proposals, staff recommended moving forward with an award to Kimley-Horn and Associates, Inc., in the amount of \$160,000.00.

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. 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 Cook to move that the Facilities Committee recommend the full 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 3-0-0.

3. 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 are provided below.

- 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)
 - Proposed deduction for quantities not used: (\$15,750.00)
 - 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

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 Cook made a motion seconded by Commissioner Duncan to move that the Brunswick-Glynn Joint Water & Sewer Commission Facilities Committee forward the above described Change Order #2 to the full Commission for approval. Motion carried 3-0-0.

4. 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 Improvements Project. The final payment and project closeout details are provided below.

- 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

Mr. Kline commented that this change order shall constitute the full and final settlement of this contract for Capital Project #2007. When asked, Mr. Burroughs noted that this is the force main to the safety complex. The committee commented that this is a good process to follow for closing projects.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Brunswick-Glynn Joint Water & Sewer Commission Facilities Committee forward the above described Change Order #1 to the full Commission for approval. Motion carried 3-0-0.

5. Infrastructure Dedication – Oyster Grove – T. Kline

Mr. Kline stated that 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

Mr. Kline also provided that 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. 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.

Commissioner Duncan made a motion seconded by Commissioner Cook to move that the Facilities Committee forward the above described dedication and easement documents to the full Commission for approval and acceptance. Motion carried 3-0-0.

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

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. The County has agreed to Lease the former facility (located at 4765 Highway 17 North) 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.

Commissioner Cook made a motion seconded by Commissioner Duncan to move that the Brunswick-Glynn Joint Water and Sewer Commission Facilities Committee forward to the full Commission the Intergovernmental Agreement with Glynn County for the lease of the former Animal Control Facility, with a recommendation to approve the same. Motion carried 3-0-0.

DISCUSSION

1. WPCF Plant Flows Report – A. Burroughs

Mr. Burroughs reviewed the Wastewater Flow Reports with the Commissioners. This report contains data regarding the influent and effluent flows, concentration of elements and chemicals, plant capacity, etc. For the month of January 2022 the influent flow at Academy Creek was at 5.9 and the effluent flow was also 5.9, with the plant operating at 43% of its capacity. The influent flow at Dunbar Creek was at 2.5 and the effluent flow was 2.9, with the plant operating at 73% capacity. The influent flow at South

Port was at 0.323 and the effluent flow was at 0.373, with the plant operating at 25% capacity. JWSC's wastewater treatment plants are operating very well and are within permit limits.

2. Capitol Project Report – T. Kline / A. Burroughs

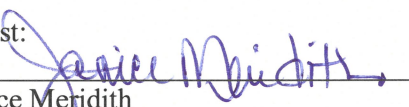
Mr. Kline and Mr. Burroughs presented an update on the Project Report for projects currently in process. The Commissioners were provided with a packet containing: the Capital Project Photographs, Capital Project Report Spreadsheet, the Capital Project Gantt Chart of project timelines, and also the Earned Value Analysis Report. Mr. Kline and Mr. Burroughs thoroughly presented the update by discussing each project along with excellent photographs and descriptive details.

There being no further Committee business, Chairman Turnipseed adjourned the meeting at 2:10 p.m.



G. Ben Turnipseed, Chairman

Attest:



Janice Meridith
Executive Commission Admin.



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Facilities Committee
From: Andrew Burroughs, P.E., Executive Director
Date: Wednesday, February 16, 2022
Re: CONTRACT AWARD – Engineering Services for Pump Station 3101, 4001 and 4002 Upgrades

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.

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 Facilities Committee recommend the full 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

To: Facilities Committee
From: Todd Kline, P.E., Director of Engineering
Date: 16 February 2022
Re: Capital Project #2027 – PS4116 Rehabilitation & Force Main Upgrade Project; C.O. #2 (Final Adjusting Change Order)

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)
 - Proposed deduction for quantities not used: **(\$15,750.00)**
 - 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 28th 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 Facilities Committee forward the above described Change Order #2, to the full Commission for approval.

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

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

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%	
				Totals	\$498,499.00		\$473,999.00		\$8,750.00		\$482,749.00	96.8%	\$15,750.00

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)	
Totals					-\$9,945.00		\$5,805.00	\$5,805.00	-58.4%	-\$15,750.00	

Stored Material Summary

Contractor's Application

[illegible]



P.O. Box 9, Townsend, GA 31331

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



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



Brunswick-Glynn

Joint Water and Sewer Commission

Memorandum

To: Facilities Committee
From: Todd Kline, P.E., Director of Engineering
Date: 16 February 2022
Re: Capital Project #2007 – Bergen Woods Off-Site Improvements Project; C.O. #1 (Final Adjusting Change Order)

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 14th 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 Facilities Committee forward the above described Change Order #1, to the full Commission for approval.

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.....
(Column I on Continuation Page) | \$257,240.00 |
| 5. RETAINAGE: | |
| a. 10% % of Completed Work | \$0.00 |
| b. | |
| Total Retainage (Line 5a + 5b or
Total in Column L on Continuation Page) | \$0.00 |
| 6. TOTAL EARNED LESS RETAINAGE.....
(Line 4 less Line 5 Total) | \$257,240.00 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) | \$231,516.00 |
| 8. CURRENT PAYMENT DUE | \$25,724.00 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(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
	Extra Work, If Ordered by the Engineer													
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
	TOTAL COMPLETED				\$ 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

To: Facilities Committee
From: Todd Kline, P.E., Director of Engineering
Date: Wednesday, February 16, 2022
Re: Dedication of Private Infrastructure w/ Easements – Oyster Grove Subdivision

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.

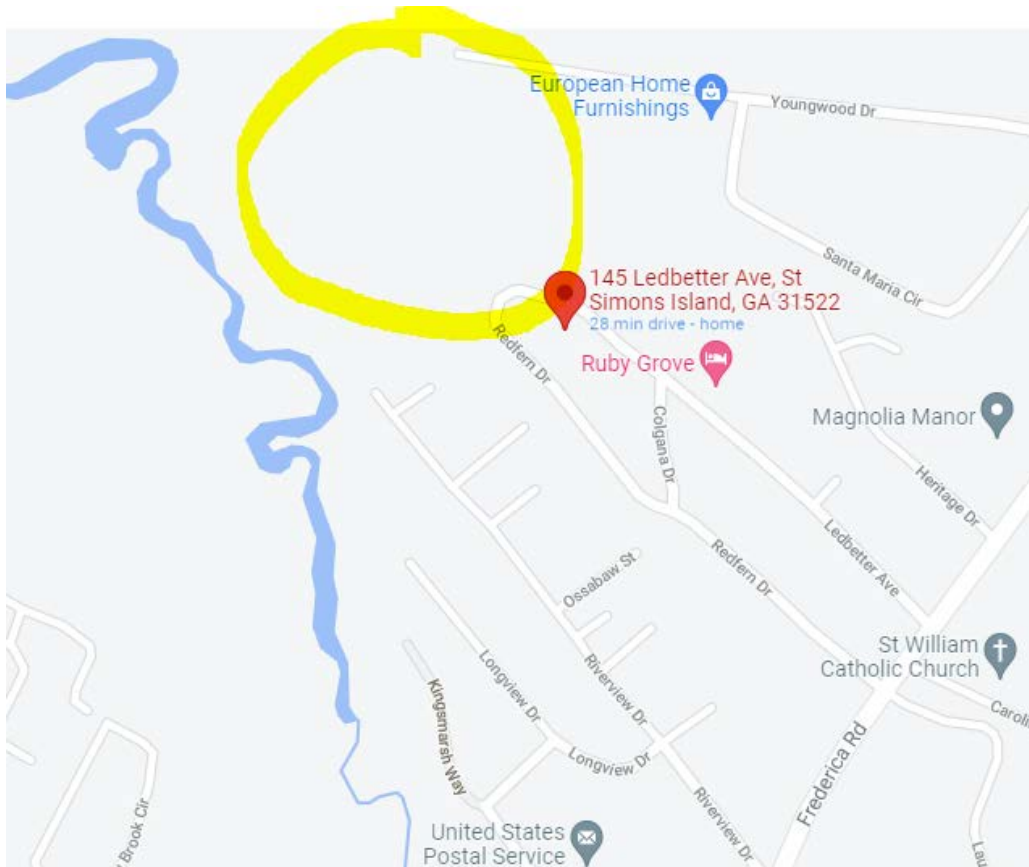
Recommended Motion

“I make a motion that the Facilities Committee forward the above described dedication and easement documents to the full Commission for approval and acceptance”

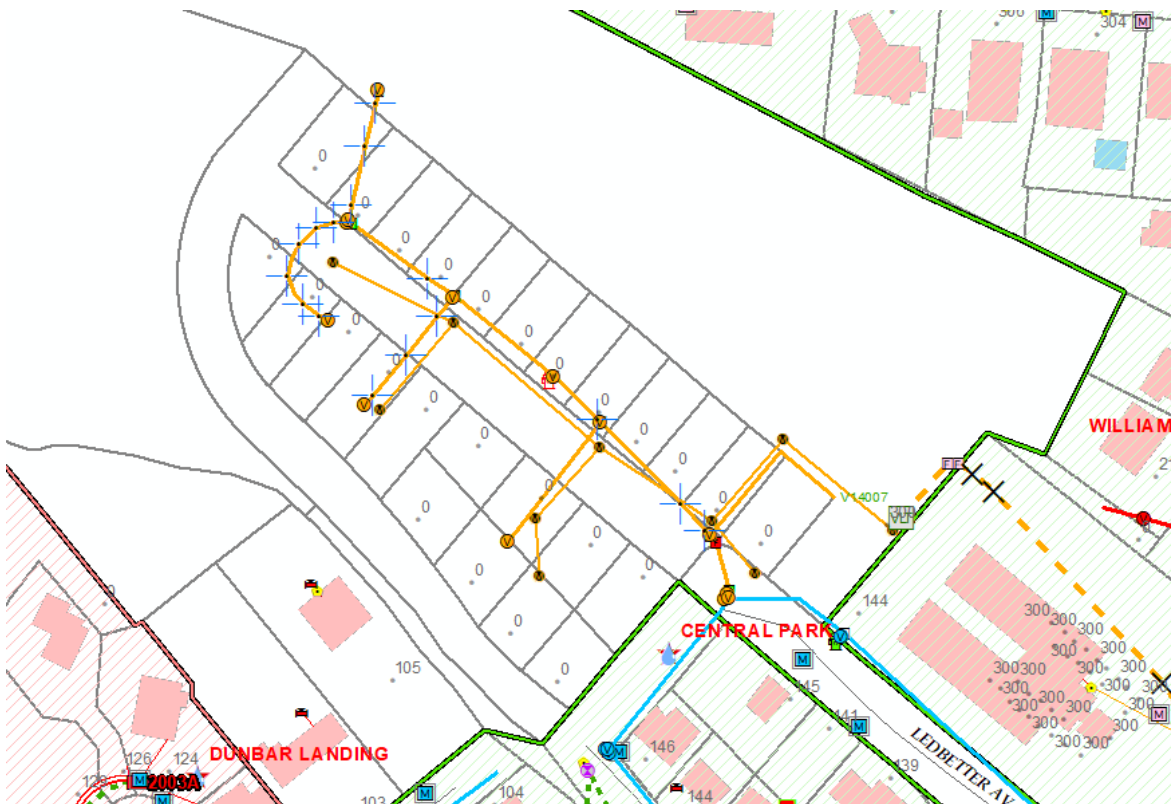
Enclosures

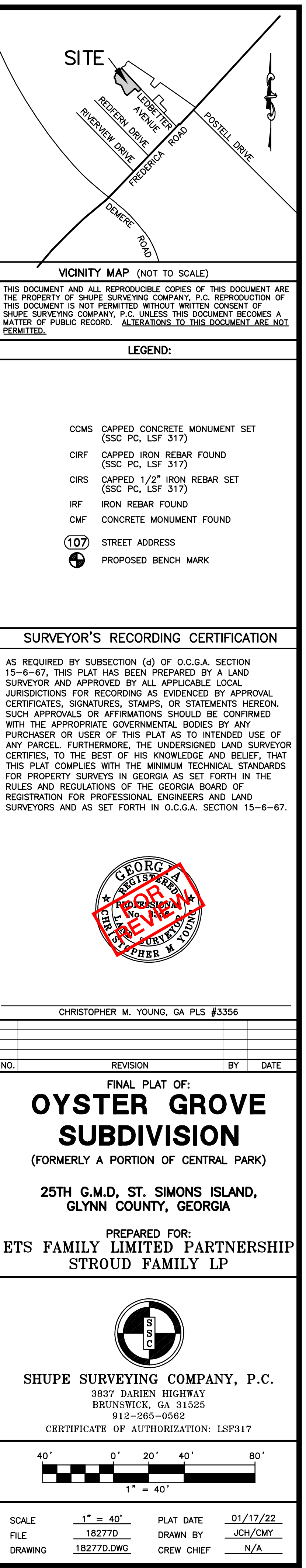
Location & GIS Maps
Final Plat Oyster Grove (FP 4722)
Infrastructure Dedication Application – Requires BOC Chairman Signature
Water & Sewer Utility Easement – Requires BOC Chairman Signature
Warranty Deed for Pump Station – Requires BOC Chairman Signature

OYSTER GROVE LOCATION MAP



OYSTER GROVE GIS MAP – TO BE UPDATED FOLLOWING BOC ACCEPTANCE







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.

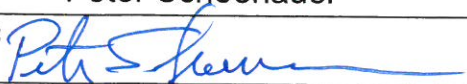
The Fair Value (Cost Basis) of the installed **sanitary sewer system**, which is approximately 1,479 linear feet, is estimated to be \$ 150,000.00.

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

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

(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

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

(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.

(Above the Line Reserved for Clerk Recording Data)

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)

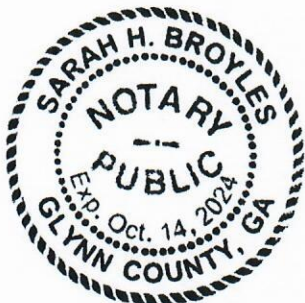


EXHIBIT "A"

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

To: Facilities Committee
From: Charles A. Dorminy, Legal Counsel
Date: Wednesday, February 16, 2022
Re: Agreement with Glynn County for the Lease of the Former Animal Control Facility

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.

Recommended Motion

"I move that the Brunswick-Glynn Joint Water and Sewer Commission Facilities Committee forward to the full Commission the Intergovernmental Agreement with Glynn County for the lease of the former Animal Control Facility, with a recommendation to approve 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, aerials 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

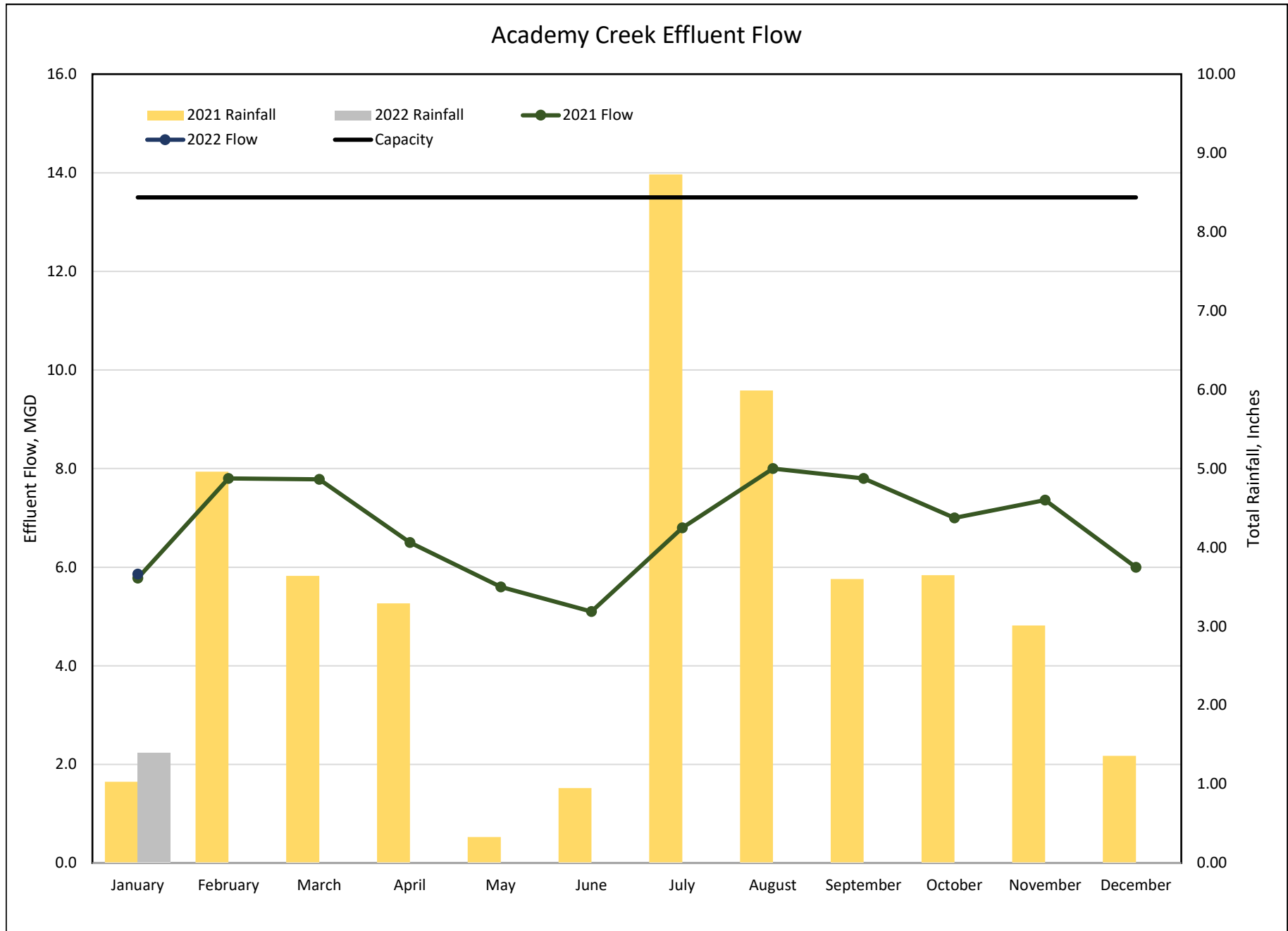
EXHIBIT "A"

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.

ACADEMY CREEK WWTP	FLOW (MGD)				Influent Concentrations						Effluent Concentrations								Removal Efficiency		Rainfall		Water Meter	Sludge	
	INF	PINOVA	EFF	% Cap.	pH s.u.	Alkalinity mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	Alkalinity mg/L	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	TRC mg/L	Entero. #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches	Monthly MGal	Tons to Landfill
January 2021	5.7	0.7	5.8	43%	7.5		244	215	20.3	11.9	6.6		6.8	8	11	4.3	0.09	14	5.6	96.72%	94.88%	0.75	1.03	5.578	93.54
February 2021	7.8	1.0	7.8	58%	7.7		247	261	16.8	13.2	6.7		6.8	10	16	4.5	0.10	4	5.3	95.95%	93.87%	1.50	4.96	4.809	108.47
March 2021	7.8	0.8	7.8	58%	7.7		252	299	18.9	11.8	6.8		6.8	11	16	6.9	0.10	10	2.8	95.63%	94.65%	1.80	3.64	7.279	88.57
April 2021	6.4	0.7	6.5	48%	7.7		231	241	20.8	13.4	6.9		6.6	7	9	8.9	0.08	3	4.4	96.97%	96.27%	1.30	3.29	7.845	142.20
May 2021	5.5	0.8	5.6	41%	7.6		251	276	21.7	8.2	6.9		6.6	7	9	7.0	0.03	5	2.9	97.21%	96.74%	0.21	0.33	5.144	112.74
June 2021	5.0	0.8	5.1	38%	7.5		441	516	22.9	15.3	6.7		6.1	8	10	8.1	0.01	11	4.5	98.19%	98.06%	0.90	0.95	3.952	123.10
July 2021	7.6	0.8	6.8	50%	7.6		280	282	19.4	9.8	6.6		6.2	9	11	10.2	0.47	10	3.5	96.79%	96.10%	5.35	8.73	8.186	85.20
August 2021	8.1	0.8	8.0	59%	7.7		176	159	13.7	6.2	6.6		6.6	8	9	7.7	0.09	14	2.1	95.45%	94.34%	2.15	5.99	10.052	114.21
September 2021	7.4	0.8	7.8	58%	7.5		180	233	17.5	9.8	6.9		6.5	7	8	9.0	0.04	30	3.3	96.11%	96.57%	1.25	3.60	7.903	113.80
October 2021	7.0	0.6	7.0	52%	7.5		184	239	21.0	8.0	6.7		6.3	7	8	11.6	0.03	2	1.7	96.20%	96.65%	1.50	3.65	N/A	131.16
November 2021	7.2	0.8	7.4	55%	7.5		174	229	19.3	9.2	6.6		6.5	6	8	7.6	0.10	1	2.5	96.55%	96.51%	2.15	3.01	10.323	131.95
December 2021	5.9	0.7	6.0	44%	7.4	194.3	232	256	19.7	9.7	6.6	94.2	5.7	8	9	6.0	0.04	1	1.7	96.55%	96.48%	1.05	1.36	9.727	113.77
January 2022	5.9	0.8	5.9	43%	7.3	184.0	239	287	19.6	8.5	6.5	105.3	6.8	8	11	5.4	0.01	1	3.4	96.65%	96.17%	1.30	1.40	10.609	140.30
February 2022																									
March 2022																									
April 2022																									
May 2022																									
June 2022																									
July 2022																									
August 2022																									
September 2022																									
October 2022																									
November 2022																									
December 2022																									
Average	6.7	0.8	6.7	50%	7.6	189.2	240.8	269	19.4	10.38	6.7	99.8	6.5	8.0	10.4	7.5	0.09	8	3.4	96.54%	95.95%	1.63	3.23	7.617	115.31
Max	8.1	1.0	8.0	59%	7.7	194.3	441.0	516	22.9	15.3	6.9	105.3	6.8	11.0	16.0	11.6	0.47	30	5.6	98.19%	98.06%	5.35	8.73	10.609	142.20
Min	5.0	0.6	5.1	38%	7.3	184.0	174.0	159	13.7	6.20	6.5	94.2	5.7	6.0	8.0	4.3	0.01	1	1.7	95.45%	93.87%	0.21	0.33	3.952	85.20
Permit Limits	N/A	N/A	13.5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	N/A	2.0	20.0	30.0	17.4	0.14	35	Report	85.00%	85.00%				

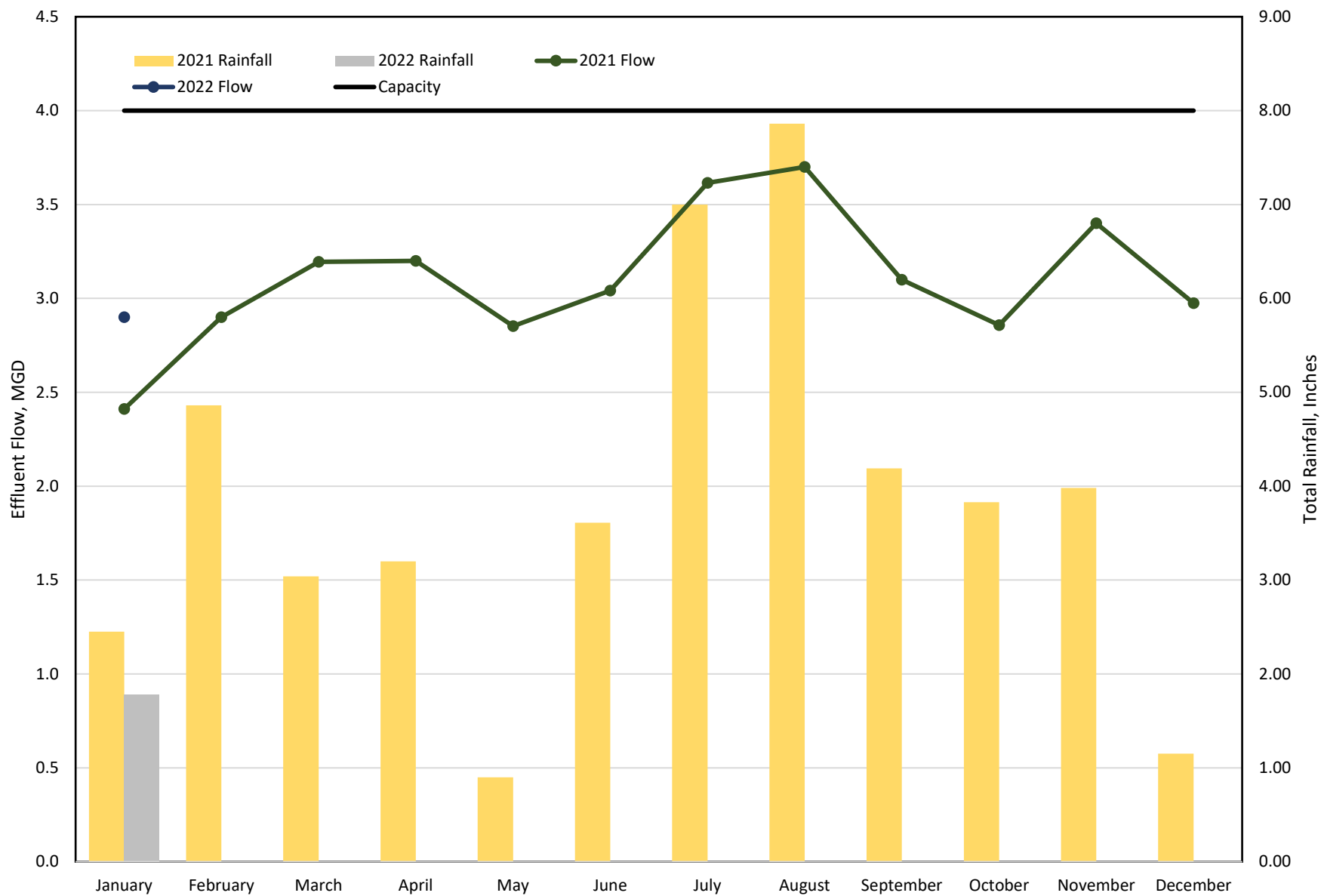
BOD - Biochemical Oxygen Demand
TSS - Total Suspended Solids
NH3 - Ammonia
Phos - Phosphorus
D.O. - Dissolved Oxygen
TRC - Total Residual Chlorine
Entero. - Enterococci Bacteria



DUNBAR CREEK WWTP	FLOW (MGD)			Influent Concentrations						Effluent Concentrations								Removal Efficiency		Rainfall		Water Meter Monthly	Sludge Tons to Landfill
	INF	EFF	% Cap.	pH s.u.	Alkalinity mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	Alkalinity mg/L	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Entero. #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches	M/Gal	
January 2021	2.3	2.4	60%	7.1		181	210	34.9	3.90	6.8		8.6	3.0	2.0	0.4	2	3.0	98.34%	99.05%	0.68	2.45	0.560	27.32
February 2021	2.7	2.9	73%	7.1		167	181	31.2	3.80	6.8		8.3	4.0	2.6	0.5	12	2.4	97.60%	98.56%	1.28	4.86	0.531	26.58
March 2021	2.8	3.2	80%	7.2		188	244	42.2	4.70	7.0		8.1	3.0	2.0	0.9	7	3.0	98.40%	99.18%	1.56	3.04	0.410	29.47
April 2021	2.6	3.2	80%	7.2		212	277	53.4	4.20	6.9		7.7	2.0	2.0	0.7	2	2.4	99.06%	99.28%	1.94	3.20	0.562	20.21
May 2021	2.4	2.9	71%	7.2		228	248	32.0	4.30	7.6		7.9	3.0	1.0	0.6	2	2.7	98.68%	99.60%	0.34	0.90	0.430	18.33
June 2021	2.6	3.0	76%	7.1		237	257	23.3	5.05	6.9		6.4	3.0	2.0	0.2	4	2.4	98.73%	99.22%	1.11	3.61	1.067	24.35
July 2021	3.0	3.6	90%	7.0		199	226	40.6	4.55	6.8		7.5	4.0	3.0	0.5	6	3.3	97.99%	98.67%	4.43	7.00	0.634	33.61
August 2021	3.2	3.7	93%	6.9		150	255	24.7	4.05	6.9		7.7	4.0	2.0	0.7	7	2.9	97.33%	99.22%	2.01	7.86	0.470	20.51
September 2021	2.7	3.1	78%	7.1		143	167	27.0	3.10	7.0		7.9	3.8	1.0	0.6	3	2.0	97.34%	99.40%	1.29	4.19	0.297	13.23
October 2021	2.5	2.9	71%	7.0		179	208	29.6	4.05	7.7		7.6	3.0	2.0	0.8	6	2.7	98.32%	99.04%	1.46	3.83	0.506	24.55
November 2021	3.0	3.4	85%	7.2		162	196	21.1	2.60	7.1		8.1	3.0	2.0	0.8	4	1.1	98.15%	98.98%	3.12	3.98	0.754	24.24
December 2021	2.5	3.0	74%	7.0	208.0	183	233	20.8	4.25	7.0	47.7	8.0	3.0	3.0	0.7	2	1.6	98.36%	98.71%	0.84	1.15	1.268	44.38
January 2022	2.5	2.9	73%	7.0	211.0	175	205	26.3	3.65	7.2	57.1	8.2	3.0	3.0	1.0	1	1.2	98.29%	98.54%	0.95	1.78	1.190	28.32
February 2022																							
March 2022																							
April 2022																							
May 2022																							
June 2022																							
July 2022																							
August 2022																							
September 2022																							
October 2022																							
November 2022																							
December 2022																							
Average	2.7	3.1	77%	7.1	209.5	184.9	223.6	31.3	4.02	7.0	52.4	7.8	3.2	2.1	0.6	4	2.3	98.20%	99.03%	1.6	3.7	0.668	25.78
Max	3.2	3.7	93%	7.2	211.0	237.0	277.0	53.4	5.05	7.7	57.1	8.6	4.0	3.0	1.0	12	3.3	99.06%	99.60%	4.4	7.9	1.268	44.38
Min	2.3	2.4	60%	6.9	208.0	143.0	167.0	20.8	2.60	6.8	47.7	6.4	2.0	1.0	0.2	1	1.1	97.33%	98.54%	0.3	0.9	0.297	13.23
Permit Limits	N/A	4.0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	N/A	6.0	5.0	20.0	2.0	35	Report	85.00%	85.00%				

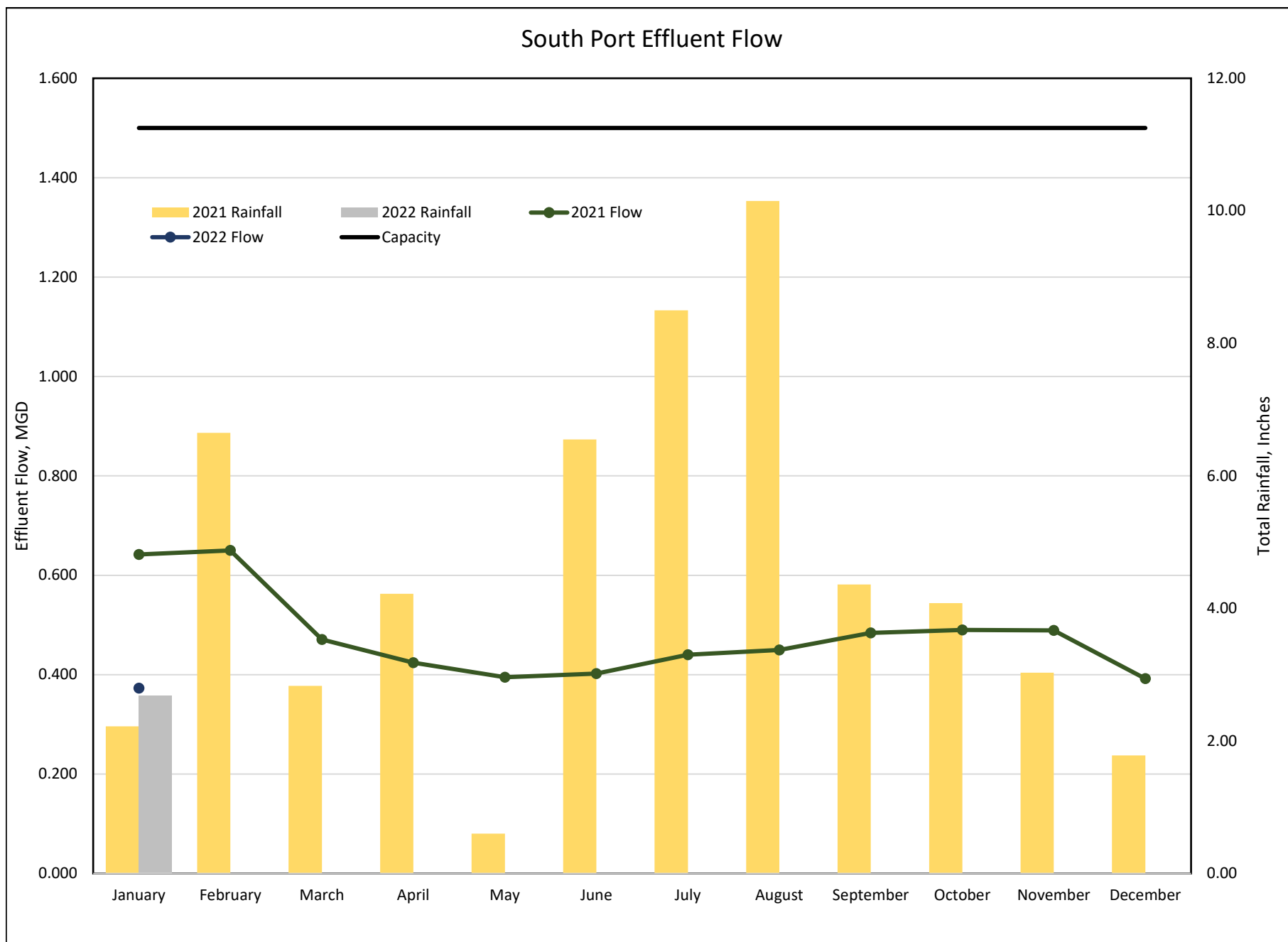
BOD - Biochemical Oxygen Demand
TSS - Total Suspended Solids
NH3 - Ammonia
Phos - Phosphorus
D.O. - Dissolved Oxygen
TRC - Total Residual Chlorine
Entero. - Enterococci Bacteria

Dunbar Creek Effluent Flow



SOUTH PORT WWTP	FLOW (MGD)			Influent Concentrations						Effluent Concentrations								Removal Efficiency		Rainfall		Water Meter Monthly	Sludge Tons to Landfill
	INF	EFF	% Cap.	pH s.u.	Alkalinity mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Phos mg/L	pH s.u.	Alkalinity mg/L	D.O. mg/L	BOD mg/L	TSS mg/L	NH3 mg/L	Fecal #/100 mL	Phos. mg/L	BOD %	TSS %	Maximum Inches	Total Inches	M/Gal	
January 2021	0.635	0.642	43%	6.9		103	154	27.3	4.20	7.4		8.3	5.0	3.0	0.3	1	0.4	95.15%	98.05%	0.54	2.22	0.708	0.00
February 2021	0.609	0.650	43%	7.0		96	155	24.3	2.75	7.5		8.6	7.0	3.0	0.6	14	0.6	92.71%	98.06%	1.26	6.65	0.131	11.09
March 2021	0.464	0.471	31%	6.9		118	180	37.6	3.60	7.6		7.9	6.0	4.0	1.0	23	1.6	94.92%	97.78%	1.46	2.83	0.044	2.53
April 2021	0.414	0.424	28%	6.5		170	237	53.8	4.20	7.6		7.6	7.0	3.0	0.4	4	1.4	95.88%	98.73%	2.18	4.22	0.124	2.19
May 2021	0.399	0.395	26%	6.8		233	239	40.0	3.40	7.9		7.6	7.0	4.0	0.7	5	2.5	97.00%	98.33%	0.30	0.60	0.010	2.12
June 2021	0.392	0.402	27%	6.9		152	124	25.3	5.10	7.8		7.0	5.0	4.0	0.2	7	2.6	96.71%	96.77%	1.75	6.55	0.421	1.99
July 2021	0.403	0.440	29%	7.0		138	139	43.9	3.95	7.6		7.0	5.0	3.0	2.3	6	3.1	96.38%	97.84%	4.75	8.50	0.393	3.88
August 2021	0.408	0.450	30%	7.0		103	98	35.8	4.60	7.1		7.4	8.0	3.0	0.7	7	2.8	92.23%	96.94%	2.15	10.15	0.033	4.16
September 2021	0.420	0.484	32%	6.8		94	103	32.5	3.05	7.1		6.9	6.0	2.0	0.7	6	1.7	93.62%	98.06%	1.15	4.36	0.051	1.89
October 2021	0.430	0.490	33%	6.9		134	143	33.1	3.75	7.7		7.0	5.0	2.0	1.0	5	1.7	96.27%	98.60%	2.01	4.08	0.026	5.02
November 2021	0.430	0.489	33%	7.0		157	180	29.7	3.65	7.2		8.1	5.0	4.0	0.5	4	1.6	96.82%	97.78%	1.88	3.03	0.020	8.86
December 2021	0.293	0.392	26%	7.3	226.5	159	152	27.6	5.00	7.4	46.7	7.9	6.0	3.0	1.5	10	1.5	96.23%	98.03%	0.62	1.78	0.083	4.00
January 2022	0.323	0.373	25%	7.1	213.0	163	164	33.8	4.45	7.3	36.1	9.7	6.0	4.0	0.8	6	2.4	96.32%	97.56%	1.52	2.69	0.180	4.26
February 2022																							
March 2022																							
April 2022																							
May 2022																							
June 2022																							
July 2022																							
August 2022																							
September 2022																							
October 2022																							
November 2022																							
December 2022																							
Average	0.432	0.469	31%	6.9	219.8	140.0	159.1	34.2	3.98	7.5	41.4	7.8	6.0	3.2	0.8	8	1.8	95.40%	97.89%	1.7	4.4	0.171	4.00
Max	0.635	0.650	43%	7.3	226.5	233.0	239.0	53.8	5.10	7.9	46.7	9.7	8.0	4.0	2.3	23	3.1	97.00%	98.73%	4.8	10.2	0.708	11.09
Min	0.293	0.373	25%	6.5	213.0	94.0	98.0	24.3	2.75	7.1	36.1	6.9	5.0	2.0	0.2	1	0.4	92.23%	96.77%	0.3	0.6	0.010	0.00
Permit Limits	N/A	1.500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	6.0-9.0	N/A	5.0	30.0	30.0	13.0	200	Report	85.00%	85.00%				

BOD - Biochemical Oxygen Demand
TSS - Total Suspended Solids
NH3 - Ammonia
Phos - Phosphorus
D.O. - Dissolved Oxygen
TRC - Total Residual Chlorine
Fecal - Fecal Coliform Bacteria



Facility Construction Project Photos – February 2022

#702 (PHASE II) NMSI PHII PUMPSTATION 4035 & 4036 UPGRADES (98% - FEBRUARY 2022)



1. Steven Rearley (Southern Civil, LLC President) and Michael Richardson (SPMD Supervisor) inspecting bypass pipe removal for station handover at PS4035.
2. Team priming the service pumps by removing the air from the pumps & suction lines for startup.
3. Steven discussing the ongoing construction activities with JWSC Chairman, Mr. Turnipseed.
4. Keith Strong (T&H Senior Inspector) and contractor inspecting PS4036 wetwell level testing.
5. Keith inspection PS4036 safety hatch installation at the loading dock.
6. PS4036 view of newly installed pumps in the dry pit.

Facility Construction Project Photos – February 2022

#702 (PHASE III) NMSI PHIII FORCEMAIN RE-ROUTE (71% - JULY 2022)



1. Working on 12-inch forcemain ARV saddle tap near the Hardwood Forest Drive and PS4110.
2. Contractor maintaining silt fencing for tie in connection near PS4110 and GC Recreational Complex.
3. Working on 12-inch forcemain MJ tie-in connection near south of swamp near Fox Run entrance.
4. Working on 12-inch forcemain ARV saddle tap near south of swamp near Fox Run entrance.
5. Pressure testing for 20-inch HDD FM south of Southern Landing Subdivision to Air National Guard.
6. End of 20-inch HDD forcemain crossing Harry Driggers Blvd to Air National Guard.

Facility Construction Project Photos – February 2022

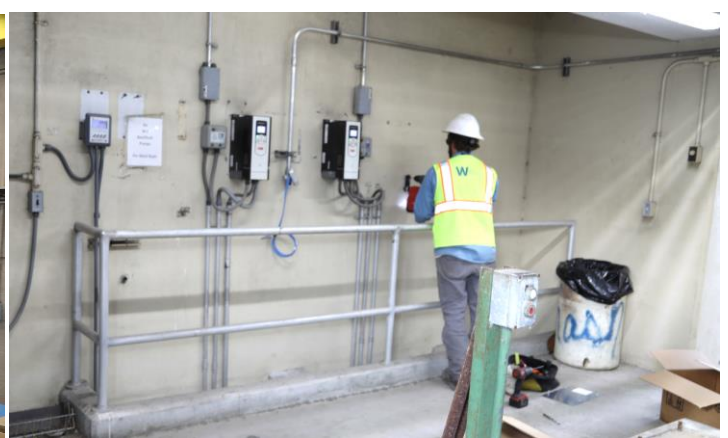
#704 CANAL ROAD TO GLYNCO 12-INCH WATER MAIN (95% - FEBRUARY 2022)



1. Pending scheduling coordination with Contractor & WDD to fuse MJ fitting to existing buried HDPE.
2. MJ fusion location is between the FLETC Service Entrance and Glyncio Parkway Bridge.

Facility Construction Project Photos – February 2022

#906 WATER POLLUTION CONTROL REHAB- ACADEMY CREEK WPCF (73% - MARCH 2022)



1. Ongoing conveyor installation at the sludge dewatering & drying building.
2. Southbound view of the on-going work at the effluent filters.
3. RAS feed piping modification for Aeration Basin No. 3.
4. Staging baffle curtain panels around the full perimeter of Clarifier No. 5
5. Ongoing interior improvements for the MCC room near the Headworks
6. Ongoing electrical and control improvements for RAS PS-2 between Clarifier No. 5 and No. 6.

Facility Construction Project Photos – February 2022

#2001 PS4105 BASIN EXPANSION/FORCE MAIN REROUTE & 4036 CIPP* (68% - MARCH 2022)

40360141 → 40360140

Description: Miscellaneous General Observation

Remarks: VIDEO TO SHOW TUBERCULATION BEFORE CLEANING

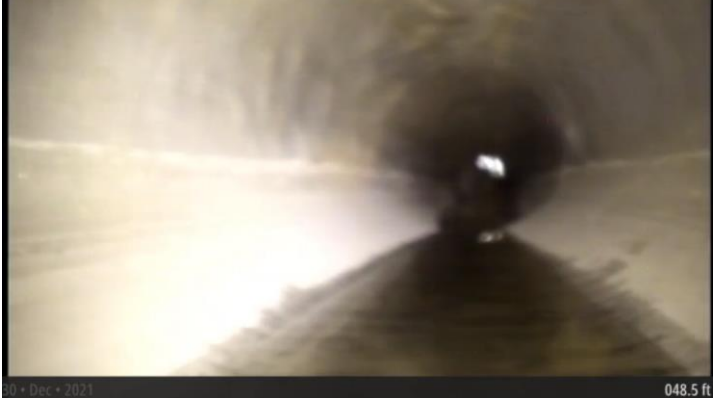


29 • Dec • 2021

048.6 ft

40360141 → 40360140

0048.6



30 • Dec • 2021

048.5 ft

40360500 → 40360490

Description: Roots Ball Joint

Clock: 10-11

Percent: 5%



04 • Nov • 2021

335.1 ft

40360490 → 40360500

00335.1



11 • Nov • 2021

335.1 ft

40360320 → 40360310

Description: Infiltration Runner

Clock: 3

Remarks: BRINGING SAND INTO LINE



20 • Dec • 2021

112.8 ft

40360320 → 40360310

00112.8



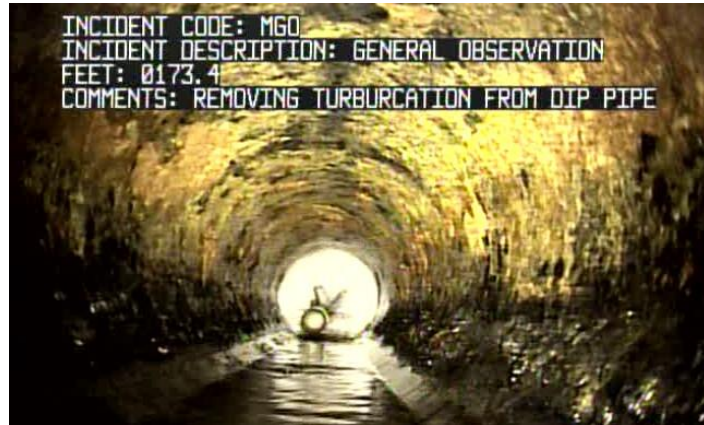
22 • Dec • 2021

112.8 ft

1. PreCCTV of tuberculation for Glyndale Drive segment SSMH#40360140-40360141.
2. PostCCTV of CIPP for Glyndale Drive segment SSMH#40360140-40360141.
3. PreCCTV view of root ball joint for Eagle Point Apt easement segment SSMH#40360500-40360490.
4. PostCCTV of CIPP for Eagle Point Apt easement segment SSMH#40360500-40360490.
5. PreCCTV view of infiltration for Highway 341/I-95 segment SSMH#40360320-40360310.
6. PostCCTV of CIPP for Highway 341/I-95 segment SSMH#40360320-40360310.

Facility Construction Project Photos – February 2022

#2003 SEA PALMS CIPP (58% - OCTOBER 2021)



USMH: MH#20320390
DSMH: MH#20320380

173.6 ft.



USMH: MH#20320350
DSMH: MH#20320070 POST

61.1 ft.



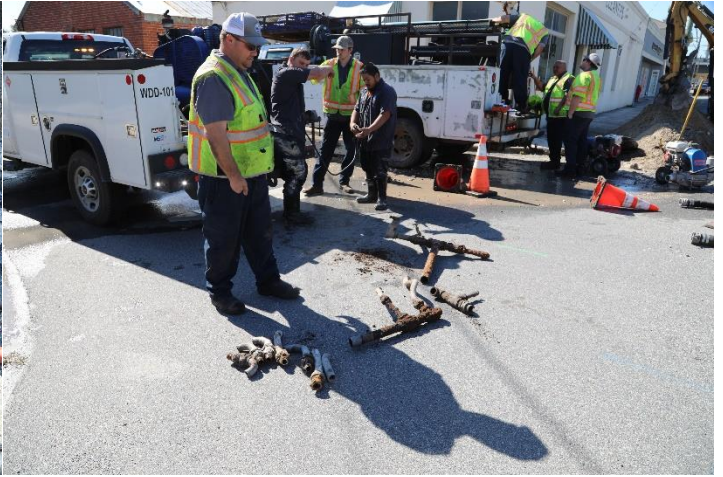
USMH: MH#20320320
DSMH: MH#20320310

32.9 ft.

1. PreCCTV of DIP tuberculation for Sea Palms West Drive segment SSMH#20320390-20320380.
2. PostCCTV of CIPP for Sea Palms West Drive segment SSMH#20320390-20320380.
3. PreCCTV of hole in pipe for Sea Palms Drive segment SSMH#20320350-20320070.
4. PostCCTV of CIPP for Sea Palms Drive segment SSMH#20320350-20320070.
5. PreCCTV of heavy grease for Sea Palms West Drive segment SSMH#20320320-20320310.
6. PostCCTV of CIPP for Sea Palms West Drive segment SSMH#SSMH#20320320-20320310.

Facility Construction Project Photos – February 2022

#2021 GALVANIZED REPLACEMENTS- SYSTEM WIDE (SELF-PERFORMED) (INPROGRESS-FISCAL YEAR)



1. Caleb Lovell (WDD Crew Leader) and Patrick Limano (Crew member) showcasing their two 8-inch water line repair clamps at the intersection of Monck Street and Reynolds Street
2. Alvin Hall (WDD Supervisor) displaying service connection fittings removed the intersection.
3. Enlarged view of galvanized service connection fittings removed the intersection.
4. WDD team backfilling the excavation in preparation to open the intersection back up for traffic flow.

Facility Construction Project Photos – February 2022

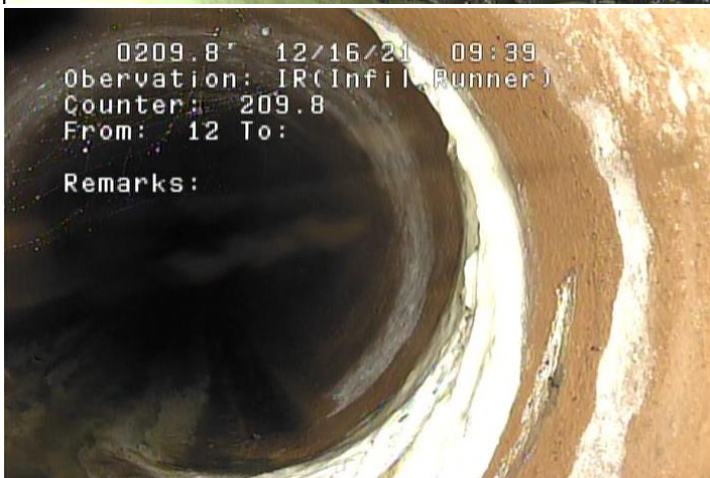
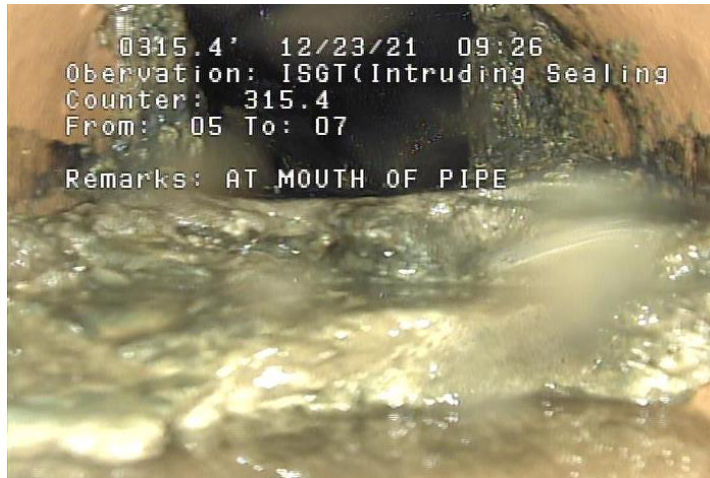
2028 METER REPLACEMENTS – YEAR 1 & 2 (INPROGRESS-TBD)



1. M&E Construction preparing existing water meter lids for Neptune Pit Antenna installation at the Marshview Circle Drive Subdivision.
2. Cutting out 2-inch diameter hole via heavy duty cutting torch on the water lids.
3. Contractors showcasing the water lids before and after the hole is cut.
4. View of modified lid with pit antenna housing for reference.

Facility Construction Project Photos – February 2022

#2107 PRIORITY BASIN CLEAN/CCTV (INPROGRESS-TBD)



1. PreCCTV of intruding sealing through on Suburban Dr segment between SSMH#40210440-40210430.
2. PreCCTV of intruding sealing through on Suburban Dr segment between SSMH#40210430-40210030.
3. PreCCTV of blockage on Settlers Road segment between SSMH#20050100-20050300.
4. PreCCTV of joint pipe offset on Worthing Rd segment between SSMH#20050180-20050010.
5. PreCCTV of Infill runner on Shore Rush Trail segment between SSMH#20080140-20080130.
6. PreCCTV of water level sag on Settlers Road segment between SSMH#20050080-20050070.

							BUDGET VS. EXPENDITURES														
							BOC APPROVED FUNDING & SOURCE				COMMITTED			EXPENDITURES				BALANCE	STATUS		
Proj #	Project Name	Projected Completion Date	Project Manager	Concept Design	Detail Design	Construction	R&R Reserve	CIF Reserve	SPLOST/Other	Total Original Approved Budget	Purchase Orders Issued	BOC Approved Change Orders	Total PO+CO	Expenditures Paid to PO's	Remaining Encumbrances	Expenditures Misc.	Total Expenditures	Original Approved Funding (Original Approved Budget - Total Expenditures)	% PO Remaining	% Budget Uncommitted	Status
702	North Mainland Sewer Improvements (NMSI)	Sept 2021	Kline/Vo	JWSC	Thomas & Hutton	(multiple)	\$0	\$3,200,000	\$11,700,000	\$14,900,000	\$14,155,083	-\$759,587.00	\$13,395,496	\$11,225,357	\$2,170,124	-\$67,853	\$13,327,628	\$1,572,372	84%	11%	Design Funds appropriated and divided into three sub-projects.
	NMSI PHII Gravity Sewer Rehab CIPP	Sept 2020	Kline/Vo	JWSC	Thomas & Hutton	IPR Southeast			\$2,550,519												Project Complete.
	NMSI - PHII PS4035 & 4036 Upgrade	Feb 2022	Kline/Vo	JWSC	Thomas & Hutton/Four Waters Engineering, Inc.	Southern Civil, LLC			\$2,612,040												Revised Date of Final Completion 02/05/2021 per CO#1. Startup held PS4035 01/19/2022 and PS4036 01/20/2022. Certificate of Substantial Completion for PS4035 issued 02/01/2022 and PS4036 issued for 02/10/2022. Final record drawings and pay apps submittals pending.
	NMSI - PHIII Force Main Reroute	Mar 2022	Kline/Vo	JWSC	Thomas & Hutton/Four Waters Engineering, Inc.	TB Landmark Construction Inc			\$4,345,168												Construction progress meeting 02/01/2021. WL completed 01/13/2022. FM HDD tie-ins are ongoing on Canal Road with 2 shots remaining to be completed by end of March 2022 before mobilizing to Ogden Dr. Contractor reports issues and delays with heavy drill rig 01/31/2022.
703	Lift Station 4003 Upgrades	Sep 2021	Kline/Patel	JWSC	Hussey Gay Bell	Petticoat-Schmitt Civil Contractors, Inc	\$0	\$0	\$3,300,000	\$3,300,000	\$2,299,789	\$0	\$2,299,789	\$2,281,833	\$4,419	\$3,589	\$2,289,841	\$1,010,159	99%	31%	Project Complete. Record Drawings and Final EOR pay app received and processed.
704	Canal Road to Glyncio 12-inch Watermain Loop	Dec 2021	Kline/Patel/Vo	JWSC	JWSC	JWSC/TB Landmark Construction Inc	\$0	\$1,200,000	\$0	\$1,200,000	\$679,685	\$36,000	\$715,685	\$688,641	\$64,878	\$0	\$753,519	\$446,481	96%	37%	Approx 2,200 LF installed to date and 3,000 LF remaining to be schedule and installed by WDD. WM HDD pending schedule to fuse MJ to existing buried HDPE. Record drawings comments provided to Contractor 02/08/2022.
801	FEMA Hazard Mitigation-Academy Creek	TBD	Burroughs	Haggerty	TBD	TBD	\$3,188,000	\$0	\$0	\$3,188,000	\$401,690	\$0	\$401,690	\$72,683	\$332,307	\$163,747	\$568,737	\$2,619,263	18%	82%	ATS/disconnects delivered to contractor. Awaiting scheduling of work. Purchase of generators to be out for bid prior to end of February.
804	Magnolia Water Improvements (City of Brunswick)	Oct 2021	Kline/Vo	JWSC	City of BWK / EMC Engineering Services	Georgia Asphalt Producers	\$1,700,000	\$0	\$0	\$1,700,000	\$1,898,311	\$30,000	\$1,928,311	\$1,698,655	\$229,656	\$0	\$1,928,311	\$ (228,311.00)	88%	-13%	City Project/Contract. COB Phase 2 Paving and Drainage started 11/29/2021. Draft asbuilts comments returned to EOR 01/12/2022. Pay App#12 submitted and routing for payment processing and Final Pay App#13 comments returned to COB 02/10/2022.
906	Water Pollution Rehab-Academy & Dunbar	Apr 2022	Burroughs	JWSC	GMC	Ruby-Collins, Inc.	\$0	\$0	\$1,641,306	\$16,641,306	\$11,329,150	\$0	\$11,329,150	\$9,224,504	\$2,333,647	\$50,107	\$11,608,258	\$5,033,048	81%	30%	AB1 tied in to new splitter box. One influent line and Pinova influent tied in to new splitter box. Tie-ins for AB2 and AB3 to new splitter box scheduled for week of 2/14. Mixed liquor tie-ins also scheduled week of 2/14. Believed software issue on filters has been determined to be a faulty PLC. New PLC ordered for replacement. RAS interconnections are completed.
2001	PS4105-4107 Basin Expansion/FM Reroute & 4036 CIPP*	Jul 2022	Kline/Vo	JWSC	Roberts Civil Engineering/ JWSC	(multiple)	\$1,000,000	\$485,000	\$0	\$1,485,000	\$1,005,134	\$9000	\$1,014,134	\$745,407.00	\$268,727.00	\$0	\$1,014,134	\$470,866	74%	32%	Design Funds appropriated and divided into two sub-projects.
	PS4105-4107 Basin Expansion/FM Reroute	Jul 2022	Kline/Vo	JWSC	Robers Civil Engineering	TBD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0			Construction advertisement on hold pending decision to move forward 10/14/2021. EOR Final invoice processed 11/09/2021.
	Basin 4036 CIPP	Jul 2022	Kline/Vo	JWSC	JWSC	Bio-Nomics Services, Inc.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0	\$0			CO#1 BOC approved for time and cost 12/15/2021. GDOT segments completed 12/22/2021. Construction progress meeting held 02/07/2021. Completed 15 out 22 segments. Contractor to remobilize pending PS4036 Rehab.
2003	Sea Palms CIPP	Dec 2021	Phase I - Vo, Phase II - Burroughs	JWSC	JWSC	Ph I - IPR, Ph II - Insituform	\$0	\$0	\$561,795	\$561,795	\$560,195	\$17391	\$542,804	\$429,142	\$113,663	\$488	\$543,293	\$18,502	79%	3%	Project 58% complete. 3,906 LF lined to date. Heavy cleaning ongoing on DIP lines. One 10-inch DIP segment between SSMH20320120-20320110 deemed unlinable and staff getting pricing to pipeburst segment.
2007	Bergen Woods Offsite Forcemain Improvements*	Dec 2021	Kline/Patel	JWSC	Roberts Civil Engineering	Georgia Aphalt Producers	\$0	\$300,000	\$0	\$300,000	\$282,151	\$0	\$282,151	\$257,240	\$24,911	\$0	\$282,151	\$17,849	91%	6%	Project Complete
2009	Sea Palms East Water Line Rehab	TBD	Simmons	JWSC	JWSC	JWSC	\$0	\$0	\$178,595	\$178,595	\$36,548	\$0	\$36,548	\$34,646.00	\$3,057	\$0	\$37,703	\$140,892	95%	79%	Frederica Road open cut installation sections proposed during off season. JWSC working with Glynn County in regards to ROW permitting and currently sourcing materials for construction.
2010	Oak Grove Forcemain and PS4132 Improvements*	TBD	Kline/Patel/Vo	Roberts Civil Engineering	Roberts Civil Engineering	TBD	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			Developer notified JWSC that they do not intend to proceed moving forward with the project. BOC rejection of bids pending.
2011	Pump Station SCADA Upgrades	Dec 2021	Burroughs/ Grantham	JWSC	JWSC/EMC	Jam Electric	\$2,000,000	\$0	\$0	\$2,000,000	\$2,628,979	\$0	\$2,628,979	\$2,316,156	\$312,824	\$0	\$2,628,980	\$ (628,980.00)	88%	-31%	Punchlist being finalized. All hardware has been installed. Majority of punchlist items are software related fixes. Training being scheduled.
2014	PS 2002 FM Replacement	TBD	Burroughs	JWSC	T R Long/AWWIS	TBD	\$500,000	\$0	\$0	\$500,000	\$146,921	\$0	\$146,921	\$117,064	\$29,857	\$0	\$146,921	\$353,079	80%	71%	Updated plans received for placement of force main in roadway. Plan to have construction out for bid prior to end of February.
2016	Arco Area Water and Sewer Extensions	Jan 2023	Patel	JWSC	Thomas & Hutton	TBD	\$0	\$300,000	\$0	\$300,000	\$4,097,490	\$0	\$4,097,490	\$262,209	\$3,781,881	\$0	\$4,044,090	-\$3,744,090.00	6%	-1248%	Contract awarded to UWS, Inc. Project kick-off meeting held on 01/04/2022. NTP issued for 03/07/2022. Submittals review in progress.
2020	Community Rd Sewer Expansion	Jan 2023	Patel	Hussey Gay Bell	JWSC	JWSC	\$0	\$250,000	\$0	\$250,000	\$280,916	\$0	\$280,916	\$189,271	\$91,645	\$0	\$280,916	\$ (30,916.00)	67%	-12%	EOR notified of plan revisions needed to incorporate new wet well to design/scope. Awaiting submission of revision concept for JWSC review/approval.
2021	Annual Galvanized Replacements Program	TBD	Simmons	JWSC	JWSC	JWSC	\$500,000	\$0	\$0	\$500,000	\$131,201	\$0	\$131,201	\$148,574	\$6,000	\$383	\$154,957	\$345,043	113%	69%	Annual galvanized line replacement program ongoing. Finishing work on McLane St on SSI.
2024	Master Plan Update	Mar 2021	Burroughs	JWSC	Four Waters Engineering, Inc.	N/A	\$247,500	\$0	\$0	\$247,500	\$247,500	\$0	\$247,500	\$244,670	\$2,830	\$0	\$247,500	\$0	99%	0%	Project database delivered. Staff reviewing and familiarizing itself with the project database to determine any necessary changes. EOR provided system modeling update and staff training 12/03/2021.

							BUDGET VS. EXPENDITURES														
							BOC APPROVED FUNDING & SOURCE				COMMITTED			EXPENDITURES				BALANCE	STATUS		
Proj #	Project Name	Projected Completion Date	Project Manager	Concept Design	Detail Design	Construction	R&R Reserve	CIF Reserve	SPLOST/Other	Total Original Approved Budget	Purchase Orders Issued	BOC Approved Change Orders	Total PO+CO	Expenditures Paid to PO's	Remaining Encumbrances	Expenditures Misc.	Total Expenditures	Original Approved Spending (Original Approved Budget - Total Expenditures)	% PO Remaining	% Budget Uncommitted	Status
2027	PS 4116 Upgrade (Safety Complex)	October 2021	Patel	JWSC	JWSC	Southern Civil, LLC	\$498,499	\$0	\$0	\$498,499	\$498,499	\$0	\$498,499	\$479,804	\$18,695	\$0	\$498,499	\$0	96%	0%	Station start up held on 01/10/2022. JWSC presenting final adjusting change order for approval and project closeout.
2028	Meter Replacements - Years 1 and 2	June 2022	Roberts/Head	JWSC	JWSC	Delta Muncipal Supply/Neptune Technology Group	\$0	\$0	\$7,500,000	\$7,500,000	\$3,745,680	\$6,123,054	\$9,868,734	\$5,108,364	\$4,833,830	\$1,075	\$9,943,269	-\$2,443,269	52%	-33%	Meter installations ongoing. Contractor installing approximately 75 meters per day currently. At time of report, 6,156 meters replaced during project. Approximately 20% complete.
2102	Canal Road Water Production Facility	TBD	Kline/Vo	Thomas & Hutton	Thomas & Hutton	TBD	\$1,850,000	\$0	\$0	\$1,850,000	\$225,800	\$0	\$225,800	\$0	\$225,800	\$0	\$225,800	\$1,624,200	0%	88%	30% Concept comments returned to EOR and updated project schedule requested 02/07/2022.
2103	NM Water Loops	TBD	Kline/Vo	Four Waters Engineering, Inc.	Four Waters Engineering, Inc.	TBD	\$1,250,000	\$0	\$0	\$1,250,000	\$214,000	\$0	\$214,000	\$25,544	\$188,456	\$0	\$214,000	\$1,036,000	12%	83%	Phase 2 NTP issued 01/25/2022. 60% submittal anticipated 02/18/2022.
2105	PS 4044 Rehab	TBD	Kline/Patel/Vo	LEA	LEA	TBD	\$550,000	\$0	\$0	\$550,000	\$71,750	\$0	\$71,750	\$11,580	\$60,170	\$0	\$71,750	\$478,250	16%	87%	Final reports submitted ESA 1 01/03/2022, Final Geotech 01/31/2022, and Draft PER 02/01/2022. Final review drawings submittal scheduled for 02/14/2022.
2107	Priority Basin Clean/CCTV	TBD	Burroughs	JWSC	JWSC	Southeast Pipe Survey	\$425,000	\$0	\$0	\$425,000	\$272,250	\$0	\$272,250	\$123,965	\$148,285	\$0	\$272,250	\$152,750	46%	36%	Project 63% complete. Contractor has televised over 45,000 LF to date.
2109	Hwy 17 North Pump Station	TBD	Kline/Patel	TBD	TBD	TBD	\$400,000	\$0	\$0	\$400,000	\$28,577	\$0	\$28,577	\$2,400	\$26,177	\$0	\$28,577	\$371,423	8%	93%	Survey received from TR Long Engineering. Pumps ordered on 01/07/2022 . Parcel dedication and recording in progress. In-house engineering design underway.

Capital Proiects Earned Value Analysis
Financial Data as of 02/11/2022

Proj #	Project Name	Project Manager	Concept Design	Detail Design	Construction	BAC	PV	EV	AC	SV	CV	ETC	EAC	VAC	SPI	CPI	TCPI
702	North Mainland Sewer Improvements (NMSI)	Kline	JWSC	T&H	(multiple)	\$ 14,900,000.00	\$ 14,674,180.17	\$ 13,653,879.87	\$ 11,157,503.85	\$ (1,020,300.30)	\$ 2,496,376.02	\$ 1,018,288.59	\$ 12,175,792.44	\$ 2,724,207.56	0.93	1.22	0.33
703	PS 4003 Decommission and Gravity Sewer (Complete)	Patel	JWSC	HGB	Pettitcoat-Schmidt Civil Contractors	\$ 3,300,000.00	\$ 2,289,840.82	\$ 2,289,840.82	\$ 2,289,840.82	\$ (3,123,468.40)	\$ -	\$ 1,010,159.18	\$ 3,300,000.00	\$ -	1.00	1.00	1.00
704	Canal Road to Glyngo 12" Watermain Loop	Vo	JWSC	T&H	TB Landmark/JWSC	\$ 1,200,000.00	\$ 1,178,787.88	\$ 843,730.48	\$ 686,754.29	\$ (3,123,467.40)	\$ 156,976.19	\$ 289,985.52	\$ 976,739.81	\$ 223,260.19	0.72	1.23	0.69
801	FEMA Hazard Mitigation-Academy Creek	Burroughs	Haggerty	TBD	TBD	\$ 3,188,000.00	\$ 2,884,484.93	\$ 871,121.00	\$ 236,429.54	\$ (1,212,968.49)	\$ 634,691.46	\$ 628,820.38	\$ 865,249.92	\$ 2,322,750.08	0.30	3.68	0.78
804	Magnolia Water Improvements <i>(City of Brunswick)</i>	Vo	JWSC	City / EMC	Georgia Asphalt Producers	\$ 1,700,000.00	\$ 1,700,000.00	\$ 1,699,414.75	\$ 1,698,654.52	\$ (585.25)	\$ 760.23	\$ 584.99	\$ 1,699,239.51	\$ 760.49	1.00	1.00	0.43
906	Water Pollution Rehab-Academy & Dunbar	Burroughs	JWSC	GMC	Ruby-Collins, LLC	\$ 11,641,306.00	\$ 9,283,279.22	\$ 8,997,814.20	\$ 9,274,610.63	\$ (285,465.02)	\$ (276,796.43)	\$ 2,724,812.56	\$ 11,999,423.19	\$ (358,117.19)	0.97	0.97	1.12
2001	PS 4105 Basin Expansion	Vo	JWSC	Roberts Civil Engineering	TBD	\$ 1,485,000.00	\$ 1,485,000.00	\$ 711,345.70	\$ 745,406.87	\$ (773,654.30)	\$ (34,061.17)	\$ 810,698.98	\$ 1,556,105.85	\$ (71,105.85)	0.48	0.95	1.05
2003	Sea Palms CIPP	Burroughs	JWSC	JWSC	TBD	\$ 561,795.00	\$ 512,564.93	\$ 472,285.77	\$ 429,629.59	\$ (40,279.15)	\$ 42,656.18	\$ 81,424.88	\$ 511,054.47	\$ 50,740.53	0.92	1.10	0.68
2009	Sea Palms East Water Line Rehab	Simmons	JWSC	N/A	TBD	\$ 178,595.00	\$ 178,595.00	\$ 29,468.18	\$ 34,646.15	\$ (149,126.83)	\$ (5,177.98)	\$ 175,330.52	\$ 209,976.67	\$ (31,381.67)	0.17	0.85	1.04
2011	Lift Station SCADA Upgrades	Burroughs	JWSC	EMC	EMC	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,980,000.00	\$ 2,316,155.78	\$ (20,000.00)	\$ (336,155.78)	\$ 23,395.51	\$ 2,339,551.29	\$ (339,551.29)	0.99	0.85	-0.06
2014	PS 2002 FM Replacement	Burroughs	JWSC	TR Long	TBD	\$ 500,000.00	\$ 38,325.00	\$ 38,133.38	\$ 117,064.30	\$ (191.63)	\$ (78,930.93)	\$ 1,417,868.03	\$ 1,534,932.33	\$ (1,034,932.33)	1.00	0.33	1.21
2016	Arco Water and Sewer Expansion	Patel	JWSC	T&H	UWS	\$ 3,800,000.00	\$ 300,000.00	\$ 201,000.00	\$ 263,609.00	\$ (99,000.00)	\$ (62,609.00)	\$ 4,720,043.74	\$ 4,983,652.74	\$ (1,183,652.74)	0.67	0.76	1.02
2018	Meter Replacements	Roberts	JWSC	N/A	Delta Municipal Supply	\$ 7,750,000.00	\$ 5,711,165.05	\$ 3,328,000.00	\$ 5,220,486.20	\$ (2,383,165.05)	\$ (1,892,486.20)	\$ 6,936,595.55	\$ 12,157,081.75	\$ (4,407,081.75)	0.58	0.64	1.75
2020	Community Rd Area Water and Sewer Expansion	Patel	JWSC	HGB	TBD	\$ 250,000.00	\$ 250,000.00	\$ 164,987.50	\$ 189,271.00	\$ (13,690.48)	\$ (24,283.50)	\$ 97,524.97	\$ 286,795.97	\$ (36,795.97)	0.66	0.87	1.40
2021	Galvanized Replacements	Simmons	JWSC	N/A	JWSC	\$ 500,000.00	\$ 418,235.29	\$ 150,000.00	\$ 148,957.40	\$ (268,235.29)	\$ 1,042.60	\$ 347,567.27	\$ 496,524.67	\$ 3,475.33	0.36	1.01	1.00
2024	Master Plan Update	Burroughs	4Waters	N/A	N/A	\$ 247,500.00	\$ 247,500.00	\$ 247,237.50	\$ 244,670.00	\$ (262.50)	\$ 2,567.50	\$ 259.77	\$ 244,929.77	\$ 2,570.23	1.00	1.01	0.09
2103	North Mainland Water Loops	Vo	4Waters	4Waters	TBD	\$ 1,250,000.00	\$ 201,516.67	\$ 126,260.00	\$ 25,543.75	\$ (75,256.67)	\$ 100,716.25	\$ 227,344.64	\$ 252,888.39	\$ 997,111.61	0.63	4.94	0.92
2105	PS 4044 Rehab	Kline	LEA	LEA	TBD	\$ 550,000.00	\$ 63,977.08	\$ 41,615.00	\$ 11,580.00	\$ (22,362.08)	\$ 30,035.00	\$ 141,465.78	\$ 153,045.78	\$ 396,954.22	0.65	3.59	0.94
2107	Priority Basin Clean & CCTV	Burroughs	N/A	N/A	Southeast Pipe Survey	\$ 425,000.00	\$ 329,375.00	\$ 280,846.12	\$ 123,965.36	\$ (48,528.88)	\$ 156,880.76	\$ 63,629.46	\$ 187,594.82	\$ 237,405.18	0.85	2.27	0.48
2109	Highway 17 North Pump Station	Patel	JWSC	JWSC	TBD	\$ 400,000.00	\$ 96,666.67	\$ 10,000.00	\$ 2,400.00	\$ (86,666.67)	\$ 7,600.00	\$ 93,600.00	\$ 96,000.00	\$ 304,000.00	0.10	4.17	0.98
TOTALS						\$ 55,827,196.00	\$ 43,843,493.71	\$ 36,136,980.26	\$ 35,217,179.05	\$ (7,706,513.44)	\$ 919,801.22	\$ 20,809,400.30	\$ 56,026,579.34	\$ (199,383.34)	0.82	1.03	0.96

BAC	Budget at Completion	Approved Budget for Project	
PV	Planned Vaue	% of Schedule Used x BAC	
EV	Earned Value	% of Work Completed x BAC	
AC	Actual Cost	Actual Costs to Date	
SV	Schedule Variance	EV - PV	Positive means ahead of schedule
CV	Cost Variance	EV - AC	Positive is better
ETC	Estimate to Complete	(BAC - EV) / CPI	Estimate to complete based on cost performance to date
EAC	Estimate at Completion	AC + ETC	Estimated final project cost
VAC	Variance at Completion	BAC - EAC	Positive means project is projected to be under budget
SPI	Schedule Performance Index	EV / PV	Greater than 1.0 means ahead of schedule
CPI	Cost Performance Index	EV / AC	Greater than 1.0 means costs are ahead of schedule
TCPI	To Complete Performance Index	(BAC - EV) / (BAC - AC)	Greater than 1.0 indicates project management needs to be more efficient to complete project on budget