



**Brunswick-Glynn Joint Water and Sewer Commission**  
**1703 Gloucester Street, Brunswick GA 31520**  
**Thursday, May 18, 2023, at 2:00 pm**  
**Commission Meeting Room**

## **COMMISSION MEETING AGENDA**

### **Call to Order**

### **Invocation**

### **Pledge**

### **PUBLIC COMMENT PERIOD**

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

### **EMPLOYEE RECOGNITION**

**Brian Lewis Savage** – Water Distribution Operator Certification

### **GAWP District 8 AWARDS RECOGNITION**

**Matthew Lane** – 2023 Top Water Production Operator of the Year Award

**Alvin Hall** – 2023 Top Distribution Operator of the Year Award

### **COMMITTEE UPDATES**

**Facilities Committee** – Chairman Turnipseed

**Finance Committee** – Commissioner Stephens

### **APPROVAL**

1. **Minutes from April 20, 2023, Regular Meeting** (*subject to any necessary changes*) [Report](#)
2. **Minutes from April 20, 2023, Commissioners' Workshop** (*subject to any necessary changes*) [Report](#)
3. **Purchasing Policy Updates** – A. Burroughs [Report](#)
4. **FY2024 Employee Raise Proposal** – A. Burroughs [Report](#)
5. **Dedication of Private Infrastructure & Easements** – T. Kline [Report Part1](#) [Report Part2](#)
  - 235 Kings Way Gravity Sewer – Dedication of Infrastructure
  - St. Francis Xavier Catholic School Addition – Dedication of Infrastructure
  - Tanglewood Phase 2B – Dedication of Infrastructure
  - Walker Point Ph1 – Dedication of Infrastructure and Easement
  - The Estates at Golden Isles – Dedication of Infrastructure and Easement
6. **Easement Acquisition – Adams Drive** – C. Dorminy [Report](#)

### **EXECUTIVE DIRECTOR'S UPDATE**

### **COMMISSIONERS' DISCUSSION**

### **CHAIRMAN'S UPDATE**

### **EXECUTIVE SESSION**

### **MEETING ADJOURNED**

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



**Brunswick-Glynn Joint Water and Sewer Commission**  
**1703 Gloucester Street, Brunswick, GA 31520**  
**Thursday, May 18, 2023, at 2:00 PM**

**COMMISSION MINUTES**

**PRESENT:**

**G. Ben Turnipseed, Chairman**  
**Tripp Stephens, Vice-Chairman**  
**Charles Cook, Commissioner**  
**Wayne Neal, Commissioner**  
**Chad Strickland, Commissioner**  
**Clayton Watson, Commissioner**

**ALSO PRESENT:**

**Andrew Burroughs, Executive Director**  
**Charles A. Dorminy, HBS Legal Counsel**  
**LaDonnah Roberts, Deputy Executive Director**  
**David Owens, Director of Finance**  
**Todd Kline, Director of Engineering**  
**Janice Meridith, Executive Commission Administrator**

**ABSENT:**

**Kendra Rolle, Commissioner**

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

Chairman Turnipseed provided the invocation and Commissioner Rolle led the Pledge of Allegiance.

**PUBLIC COMMENT PERIOD**

Chairman Turnipseed opened the public comment period.

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

**GAWP District 8 AWARDS RECOGNITION**

**Matthew Lane** – 2023 Top Water Production Operator of the Year Award

**Alvin Hall** – 2023 Top Distribution Operator of the Year Award

Chairman Turnipseed presented Matthew Lane with a copy of his award certificate from the Georgia Association of Water Professionals. Matt was recognized by the GAWP as the 2023 Top Water Production Operator of the Year. Chairman Turnipseed and Superintendent Donnie Bankston congratulated Matt for his hard work and achievement.

Chairman Turnipseed presented Alvin Hall with a copy of his award certificate from the Georgia Association of Water Professionals. Alvin was recognized by the GAWP as the 2023 Top Distribution Operator of the Year. Chairman Turnipseed and Superintendent Derrick Simmons congratulated Alvin for his hard work and achievement.

## COMMITTEE UPDATES

**Facilities Committee** – Chairman Turnipseed stated that the Facilities Committee met on the previous day at 1:00 p.m. Approval items that were approved to move forward to the full Commission were dedications of infrastructure and easements from private projects. The Water Production Report showed that Brunswick facilities produced 5MGD, St. Simons facilities produced 3MGD, and South Port facilities produced 300KGD. The treatment plants performed at: Academy Creek 41%; Dunbar Creek 70%; and South Port 37%. The Capital Projects Report provided great photos of projects and good reporting on the details.

### **Finance Committee** – Vice-Chairman Stephens

Vice-Chairman Stephens reported that the Finance Committee met on the day before. The Finance Committee also had a short agenda and reviewed and approved the Purchasing Policy updates and fiscal year 2024 employee raises. The committee had a good general discussion and update on the financial statements.

## APPROVAL

### **1. Minutes from the April 20, 2023, Regular Commission Meeting**

Commissioner Stephens made a motion seconded by Commissioner Neal to approve the minutes from the April 20, 2023 Regular Commission Meeting. Motion carried 6-0-1. (Commissioner Rolle was absent from the meeting.)

### **2. Minutes from the April 20, 2023, Commissioners' Workshop**

Commissioner Stephens made a motion seconded by Commissioner Neal to approve the minutes from the April 20, 2023 Commissioner's Workshop on Construction Standards. Motion carried 6-0-1. (Commissioner Rolle was absent from the meeting.)

### **3. Purchasing Policy Updates – A. Burroughs**

Mr. Burroughs advised the Commissioners that BGJWSC has a purchasing Policy which governs purchases made by JWSC staff. The policy outlines purchases that require approval by the BGJWSC Commission, which purchases are under the approval of the Executive Director. At the April 19, 2023 Finance Committee meeting, the Finance Committee requested policy changes be made to require the purchase of individual capital items that are approved as part of the annual fiscal year budget be brought before the Commission for consideration. This will require an edit to Section 4.(a) of the Purchasing Policy to add the clause “with a value less than twenty-five thousand dollars (\$25,000)” to clarify the authority granted by the adopted budget (previously was \$5,000). The word “County” is also being removed from the name of the organization to be in line with the current JWSC nomenclature. Commissioner Cook was not in favor of making it policy to require capital items approved within the fiscal year budget to be brought back to the Commission for approval again. He commented that there should have been a budget workshop to review the details and discuss the list of needed items to determine which are needed this year and those that should not be budgeted for. Commissioner Cook also noted that JWSC senior staff worked very hard on the budget, and all had great input. He believes Mr. Burroughs knows what items are needed and those that should be left out. He suggested holding on changing the policy and having a workshop for the next fiscal year. Commissioner Stephens stated that the budget is a guide which the staff did spend a few months reviewing, but things change such as material and labor costs. He commented that this is a good check and balance guide with no policy the staff has to work several months ahead on the details. Things can change within 12 to 18 months. Commissioner Stephens gave the example of the Pinova fire which did cause the JWSC to lose revenues that were not budgeted for. Capital purchases should be ratified. Commissioner Neal commented that \$25,000 is too low, and he agrees with Commissioner Cook's argument, but JWSC does have to answer to the public. JWSC is accountable to the public with our funds and projects. Commissioner Neal added that the public may appreciate the review of items before the project or procurement has begun. Commissioner Stephens added that projects should be real-time and at current prices, which do change.

Commissioner Stephens made a motion seconded by Commissioner Cook to move that the Brunswick-Glynn Joint Water and Sewer Commission approve the amended JWSC Purchasing Policy as presented. Motion

carried 5-1-1. (Commissioner Cook voted against the motion.) (Commissioner Rolle was absent from the meeting.)

**4. FY2024 Employee Raise Proposal – A. Burroughs**

Mr. Burroughs presented the Commissioners with a proposal for an increase in staffs' wages by a cost-of-living adjustment of 2.5%. He noted that at the April 20, 2023, Commission meeting, the Fiscal Year 2024 Budget was approved subject to any comments from the City of Brunswick or Glynn County. In the budget for the fiscal year beginning July 1, a budgetary amount equal to 2.5% of the employee wage budget was included for consideration of employee raises. The 2.5% COLA will be provided to all salary and hourly staff members. The total wage increase based on current JWSC wages is \$182,452.26 with the average employee increase being \$0.65/hour.

Commissioner Stephens made a motion seconded by Commissioner Strickland that the Brunswick-Glynn Joint Water and Sewer Commission approve a 2.5% cost of living adjustment to employee wages effective July 1, 2023. Motion carried 6-0-1. (Commissioner Rolle was absent from the meeting.)

**5. Dedications of Private Infrastructure & Easements – T. Kline**

- 235 Kings Way Gravity Sewer – Dedication of Infrastructure
- St. Francis Xavier Catholic School Addition – Dedication of Infrastructure
- Tanglewood Phase 2B – Dedication of Infrastructure
- Walker Point Ph1 – Dedication of Infrastructure and Easement
- The Estates at Golden Isles – Dedication of Infrastructure and Easement

Mr. Kline provided that the Developers of the above-mentioned projects wish to convey easements and dedicate infrastructure. They have submitted necessary legal documents defining the transfer of ownership and conveying the easements for access and maintenance. All requirements of the JWSC Standards for Water & Sewer Design and Construction and Development Procedures have been met, and all related documents submitted.

Commissioner Stephens made a motion seconded by Commissioner Watson that the Brunswick-Glynn Joint Water and Sewer Commission approve this project with associated Dedications and Easements. Motion carried 6-0-1. (Commissioner Rolle was absent from the meeting.)

**6. Easement Acquisition – Adams Drive – C. Dorminy**

Mr. Dorminy advised that JWSC has been requested to provide potable water along Adams Drive. The Water Distribution Department plans to abandon existing galvanized water mains located on the road and install a new PVC main. Four landowners abutting Adams Drive have executed deeds providing the JWSC with necessary easements to complete this project. This project will allow the four current homes and future homes to tie on to the public system.

Commissioner Stephens made a motion seconded by Commissioner Watson to move that the Brunswick-Glynn Joint Water and Sewer Commission accept the Adams Drive easements and authorize the Chairman to execute the acceptance of the Adams Drive easements. Motion carried 6-0-1. (Commissioner Rolle was absent from the meeting.)

**EXECUTIVE DIRECTOR'S UPDATE**

Mr. Burroughs advised that the Ordinance revisions regarding leak adjustments have been approved by the City of Brunswick. He provided that the annual Rates and Budget Townhalls were on June 6<sup>th</sup> and 7<sup>th</sup>, both starting at 6pm.

**COMMISSIONERS' DISCUSSION**

There was no additional discussion.



**CHAIRMAN'S UPDATE**

The Chairman stated that he saw many of the JWSC staff at the Georgia Rural Water Association Conference on Jekyll Island. The staff represented themselves well and were actively participating.

**EXECUTIVE SESSION**


There was no Executive Session.

**ADJOURN**


There being no additional business to bring before the Commission, Chairman Turnipseed requested a motion to adjourn the meeting.

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

The Chairman adjourned the meeting at 2:36 p.m.

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

Attest:

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



# *Brunswick-Glynn*

## *Joint Water and Sewer Commission*

### *Memorandum*

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**To:** Brunswick-Glynn Joint Water and Sewer Commission  
**From:** Andrew Burroughs, Executive Director  
**Date:** Thursday, May 18, 2023  
**Re:** Approval – Purchasing Policy Update

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**Background:**

The BGJWSC has an approved purchasing policy which governs purchases made by the staff of the JWSC. The policy outlines purchases that require approval by the BGJWSC Commission, and those purchases which are under the approval authority of the Executive Director.

**Staff Report**

At the April 19, 2023, Finance Committee meeting, the Finance Committee requested policy changes be made to require the purchase of individual capital items (e.g. vehicles, equipment, etc.) that are approved as part of the annual fiscal year budget be brought before the Commission for consideration. This will require an edit to Section 4.(a) of the Purchasing Policy to add the clause “with a value less than twenty five thousand dollars (\$25,000.00)” to clarify the authority granted by the adopted budget.

While reviewing the policy, staff elected to remove “County” from the name of the organization to be in line with current JWSC nomenclature.

This item was presented to the Finance Committee on May 17, 2023.

**Recommended Action**

Staff recommends updating the JWSC purchasing policy as shown in the attached redlined policy to reflect the requested revision by the Finance Committee.

**Recommended Motion**

*“I move that the Brunswick-Glynn Joint Water and Sewer Commission approve the amended JWSC Purchasing Policy as presented.”*

**Enclosures**

Redlined JWSC Purchasing Policy



## BRUNSWICK-GLYNN JOINT WATER AND SEWER COMMISSION PURCHASING POLICY

### **1. POLICY**

- (a) It is the policy of the Brunswick-Glynn ~~County~~ Joint Water and Sewer Commission to purchase needed goods and services, to acquire capital assets at the lowest possible price consistent with quality, and to provide superior services to the users of the unified water and sewer system. This goal should be met through procedures that are in conformance with all applicable laws, consistently applied to all potential suppliers and designed to encourage competition.
- (b) The policy of the Brunswick-Glynn ~~County~~ Joint Water and Sewer Commission shall ensure that equal purchasing opportunities are offered regardless of race, color, age, sex, religion, national origin or disability. All necessary steps will be taken to ensure that there is no such prohibited discrimination in any aspect of the purchasing function.

### **2. GUIDELINES**

- (a) The Director is responsible for establishing guidelines and procedures that implement the stated policy of the Brunswick-Glynn ~~County~~ Joint Water and Sewer Commission (hereinafter the JWSC). These guidelines and procedures shall not be inconsistent with local, state or federal law.
- (b) All JWSC employees are expected to perform the purchasing function, within the authority delegated to them, in a professional and responsible manner, in compliance with the purchasing procedure and in the best interest of the JWSC.
- (c) All JWSC employees will adhere to strict ethical standards when purchasing goods and services. Any employee with a material financial interest in a business is prohibited from bidding on JWSC projects. The JWSC will not purchase goods and services from businesses in which JWSC employees have a material financial interest.
- (d) Any business in default to the JWSC for fees or assessments which are not the subject of an appeal to a court or other legal tribunal shall not be awarded any contract with the JWSC unless

they shall first assign to the JWSC all or so much of the price of such purchase or the proceeds of such contract as will pay the existing default in full.

- (e) The JWSC may disclaim responsibility and liability for any expenditure or agreement for expenditure arising from a procurement made in its name by an unauthorized person or any person acting outside these procedures or the authorization or delegation as provided in these procedures.
- (f) All contracts may be reviewed and approved as to form by the JWSC Attorney, or her/his designee, prior to execution on behalf of the JWSC. A contract shall conform to local, state and federal law and shall otherwise contain such provisions as are reasonably necessary to protect the interest of the JWSC.
- (g) The Director of Procurement shall serve as the principal Contracting Officer of JWSC in accordance with these policies and procedures subject to the Legal Authorities.
- (h) The Director of Procurement will manage and direct the Office of Procurement, contract for JWSC, and issue instructions on the management and operations of the procurement process as directed by the Executive Director.
- (i) The Director of Procurement shall have authority to solicit and enter into contracts for the procurement of goods and supplies, services, construction, professional, or architectural and engineering services for all Using Departments of JWSC.
- (j) Under the authority of the Director of Procurement, the Procurement Officers, Contracting Officer Representatives, or any designee of the Director of Procurement shall execute responsibilities within the Office of the Director of Procurement.
- (k) Except as provided in this policy, no JWSC employee shall order the procurement of goods and supplies, services, construction, professional services, or architectural and engineering services or make any contract other than through the Office of the Director of Procurement.
- (l) The Director of Procurement may designate a senior level Procurement Officer to execute contracts on behalf of the Director of Procurement once the Director of Procurement has reviewed and approved said contracts. The Director of Procurement shall assume ultimate responsibility to solicit and enter into contracts for the procurement of goods and supplies, services, construction, professional, or architectural and engineering services for all Using Departments of JWSC.
- (m) Subject to the approval of the Executive Director and the Brunswick – Glynn-County Joint Water Board of Commissioners, the Director of Procurement shall establish written procedures for the execution of contracts for the procurement of goods and supplies, services, construction, professional, or architectural and engineering services for all Using Departments of JWSC. Such

procedures shall include policies, instructions, and/or guidelines for all JWSC procurement and shall be promulgated by the Director of Procurement to implement.

### 3. **DEFINITIONS**

**Bid** means submission of information from a vendor which describes the vendor's commodities or services and the cost thereof, and any other information necessary to respond to the specifications and other requirements set forth in an invitation for bids.

**Bidders** are businesses who responded to a JWSC request by submitting a Bid.

**Business** means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

**Capital equipment** means any tangible item costing five thousand dollars (\$5,000.00) or more and has an anticipated service life of more than one (1) year.

**Capital improvement** means the building, altering, repairing, improving, or demolishing of any structure, infrastructure, building or other real property that materially changes the usefulness of the asset or extends its estimated service life.

**Change order** means an alteration, addition, or deduction from the original scope of work, terms or conditions as defined by the contract documents to address changes or unforeseen conditions necessary for project completion.

**Chief Financial Officer** means the Director of the Finance Department of the JWSC.

**Competitive sealed bid** means a method of soliciting bids for goods or services whereby the award is based upon the lowest responsive, responsible bid (sometimes referred to as an Invitation for Bid).

**Competitive sealed proposal** means a method of soliciting proposals for goods or services whereby the award is based upon criteria identified in the solicitation (sometimes referred to as a Request for Proposal).

**Contract** means any agreement, purchase order, lease, or other document which creates or is intended to create binding reciprocal obligations of the parties executing such.

**Department head** means the supervisor for any department created by the JWSC within its organization chart.

**Emergency** means any situation resulting in imminent danger to the public's health, safety, or



property including the loss of essential water and/or sewer services.

**Employee** means any person employed by the JWSC and who has, by virtue of delegation, been assigned the responsibility and corresponding authority to purchase on behalf of the JWSC.

**Formal Bidding** means issuing a solicitation to qualified bidders and proposers that is prepared, advertised, and distributed with the intent of receiving bids or proposals in sealed envelopes to be publicly opened at a set date and time. Formal Bids are required when the estimated cost of the service or material is expected to exceed fifty thousand dollars (\$50,000.01).

**Goods** means tangible and physical items requested in the solicitation.

**Goods and services** means the combined content of the solicitation and is the general term used to describe all physical or work products, services, capital assets, capital improvements or professional services the JWSC may purchase or acquire.

**Invitation to Bids (ITB)** means a formal bid that is issued when the JWSC can clearly provide detailed specifications. Generally, the goods and services desired are known and exact details can be provided to the bidder to achieve the desired result(s). An ITB does not provide for negotiations unless the bids come in over the estimated budget (sometimes referred to as Competitive Sealed Bids).

**Material financial interest** means JWSC employees who themselves, or their family members, have ownership, or a substantial financial interest in a business that could reasonably be expected to result in a direct financial benefit to said persons and to members of the JWSC. It does not apply to a family member being employed by a business or to incidental ownership interest in publicly traded corporations.

**Professional Service** means a service consisting in material part of advice, evaluation, planning, design, or other effort involving the exercise of judgment, discretion, and knowledge including, without limitation, a service provided by a person whose profession is licensed or regulated by state government.

**Proposal** means submission of information from a vendor which states how that vendor/provider intends to fulfill the specifications and other requirements described in a request for proposals.

**Request for Proposals (RFP)** means a formal bid that is issued when the JWSC cannot clearly provide detailed specifications. Generally, the goods and services desired are known but the methodology for obtaining the desired results are unknown; or, there are multiple methods of obtaining the desired result. An RFP provides for negotiation of all terms of the proposal, including price, before award (sometimes referred to as Competitive Sealed Proposals).

**Request for Qualifications (RFQ)** means a method of solicitation used to obtain a statement of qualifications from bidders or proposers before the final bid or request document is issued. A price proposal is not requested nor desired during this process.

**Request for quotation** means information and documentation disseminated either through telephone conversations or written form by the JWSC to solicit quotations for prices for goods and services.

**Requisition** is a document that instructs an employee with purchasing authority to take the appropriate actions within this procedure to obtain the necessary goods and services.

**Responsible bidder or vendor or proposer** means a business that has the capability in all respects to perform fully the contract requirements, and the experience, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

**Responsive bidder or vendor or proposer** means a business that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

**Scope of work** means the work required by the solicitation and any subsequent contract; including change orders required or appropriate to accomplish the intent of the project.

**Services** means the furnishing of labor, time or effort by a business or vendor which is not intended to accomplish the delivery of a specified tangible product other than reports which are merely incidental to the required service including, without limitation, a professional or consulting service.

**Sole source** means that the Director of Procurement has made a written determination that there is only one source for the required goods and/or services due to special scientific technology, lack of competition, extraordinary specifications, or compatibility with existing equipment, or the vendor's specialized knowledge of the unified system, or parts thereof, and/or of the JWSC.

**Specification** means a list or description of the characteristics of the goods and services, which will meet the JWSC requirements.

**Vendor or proposer** means any business who has submitted a bid or proposal to the JWSC or otherwise offered to form a contract with the JWSC. Vendor also includes any federal, state or local cooperative buying program of the Georgia Department of Administrative Services, Georgia Surplus Property Agency and Georgia Correctional Industries.

#### **4. AUTHORIZATION TO PURCHASE**

- (a) The JWSC budget, as adopted, serves as the authorization for the Director to purchase goods and services as required to provide necessary services to the users of the unified system, and to purchase capital items **with a value less than twenty five thousand dollars (\$25,000.00)**, as described and included in the adopted budget.

- (b) The Director of Procurement is authorized to transfer, reallocate or redistribute budgeted funds from any individual line item up to ten percent (10%) or five thousand dollars (\$5,000.00) of that line item, whichever is greater, to other individual line items so long as the total expenditures remains unchanged.
- (c) In the event of a declared state of emergency, the JWSC or the Director may suspend all or part of this Purchasing Policy, or any policies and procedures promulgated thereunder. Suspension by the Director will be ratified at the next meeting of the JWSC.
- (d) The Director may request that the JWSC revise, amend or otherwise alter the approved budget to accommodate changes in operating conditions or circumstances, or to reflect the impact of differences in bids being greater or less than estimates, and for change orders to contracts awarded.
- (e) The Director of Procurement may delegate purchasing authority to department heads in an amount not to exceed five thousand dollars (\$5,000.00). Any expenditure by a department head in excess of this amount shall require prior approval by the Director of Procurement and the Executive Director. The Director's delegated authority shall be for such purposes, or within such limitations, as deemed necessary and appropriate to the efficient operation of the unified system.
- (f) The Executive Director shall be notified, in writing, of such delegations by the Director of Procurement, and shall maintain a permanent and ongoing record of all such delegations and any additions, deletions of other modifications to delegations.

## **5. REQUISITION, QUOTATION AND DOCUMENTATION REQUIREMENTS**

### **(a) Requisition**

- (1) All purchases require a requisition, excepting Subparagraphs 4(c), above, and 5(a) (3), below. The requisition must be in written form, dated, signed or initialed by the employee requisitioning the goods or services, and must accompany all other documents required for payment.
- (2) Acceptable written form can be memorandums, faxes or emails. The requisition identifies what is being requested to be purchased, the cost per unit as applicable, and it is signed and dated by the employee making the request.
- (3) Exceptions
  - (A) Any item, group of items, or services whose total cost includes, but is not limited to, fees, charges, taxes, equals two hundred fifty dollars (\$250.00) or less may be acquired upon verbal request and purchased through use of established

vendor accounts or a purchasing card.

- (B) Goods and services that are of an expected and continuing nature including, but not limited to, utility bills, employment taxes, employee benefit expenditures, debt service, or payments made under the terms of a previously approved contract are exempt from the requisition requirements.

(b) Quotation

- (1) All purchases require a quotation unless otherwise excepted herein. The quotation must be in written form (telephonic quotations will be reduced to written form), signed and dated by the employee purchasing the goods or services. The quotation must accompany all other documents required for payment. At least three (3) quotations are to be obtained.
- (2) Acceptable written form can be of any type, with no predefined format, including handwritten notes, memorandums, faxes, emails or vendors publicly advertised prices, so long as the quotation identifies what is being purchased, the quoted prices and is signed by the employee making the purchase.
- (3) Any item, group of items, or services whose total cost is:
  - (A) Two hundred fifty dollars (\$250.00) or less does not require quotations.
  - (B) More than two hundred fifty dollars but less than or equal to two thousand five hundred dollars (\$250.01 to \$2,500.00) requires a quotation. Vendor quotations may be obtained by telephone, fax or email and must be documented by the employee.
  - (C) More than two thousand five hundred dollars but less than or equal to fifty thousand dollars (\$2,500.01 to \$50,000.00) requires written vendor quotations.
  - (D) Over twenty five thousand dollars (\$25,000.01) requires competitive bidding.
  - (E) Professional services may be acquired competitively or on a sole source basis based on the written recommendation of the Director, and at the discretion of the JWSC Board of Commissioners.
  - (F) Exceptions
    - (i) Any item, group of items, or services whose total cost is two hundred fifty dollars (\$250.00) or less does not require quotations.

- (ii) Purchases of goods and services that are of an expected and continuing nature, including, but not limited to, utility bills, employment taxes, employee benefit expenditures, debt service, or payments made under the terms of a previously approved contract are exempt from the quotation requirements.

## **6. FORMAL BIDDING**

All acquisitions requiring formal bidding are subject to the following procedures. The JWSC Director of Procurement will determine which method to use based on the ability to quantitatively and qualitatively describe the requirements.

- (a) **Invitation For Bid (IFB).** An IFB allows qualified, responsive vendors to compete on the basis of price. The selection decision would therefore be determined by the responsible and responsive vendor offering the lowest bid price. Generally, the following conditions must be met:
  - (1) Clear and adequate specifications are available.
  - (2) Two or more responsible vendors are willing to participate in the process.
  - (3) The anticipated cost of goods, materials, supplies, equipment or project is twenty five thousand dollars (\$25,000.00) or greater.
- (b) **Request For Proposal (RFP).** When use of the invitation to bid is either not practicable or not advantageous to the JWSC, a contract may be entered into by use of a sealed request for proposal. Generally, the qualifications of the vendors are the determining factor in the award. Accordingly, contract negotiation is permitted and encouraged. Use of the proposal is dependent upon such factors as:
  - (1) The scope of work for the contract cannot be accurately and completely defined.
  - (2) The service or product can be provided in several different ways, any of which could be acceptable.
  - (3) Contractor qualifications and the quality of the service to be delivered can be considered more important than the contract price.
  - (4) The expected responses may contain a different level of services than that requested, requiring negotiation to reduce or increase prices to relative to the available budget.
- (c) **Request for Qualification (RFQ).** An RFQ is used to obtain a statement of qualifications from bidders or proposers before the final bid or proposal document is issued. A price proposal



is not requested nor desired during this process. This process will typically be used for procurement of professional services. The RFQ process may require the following of the bidder or proposer to:

- (1) Provide proof of being properly licensed;
- (2) Provide references on past projects;
- (3) Provide references to show a history of compliance with applicable laws, regulations, and ordinances relating to performance of past projects;
- (4) Provide evidence that they have the ability to obtain any necessary permits;
- (5) Provide assurance that the bidder or proposer has stable financial and human resources and capabilities to successfully perform the project or service within the time specified, within budget, and without delay or interference;
- (6) Demonstrate that the potential bidder has the necessary character, integrity, reputation, and judgment;
- (7) Demonstrate an appropriate amount of experience on similar projects; and
- (8) Provide any other criteria that are reasonably related to the specific project.

(d) Prequalification for Public Works Construction Projects

- (1) A statement that only prequalified bidders will be permitted to submit bids on a particular project shall be included in all advertisements for a project where prequalification is required.
- (2) A prequalification application packet, which shall consist of a completed prequalification questionnaire and any necessary attachments, must be received by the Director of Procurement prior to the established deadline. All prequalification questionnaires must be typewritten or handwritten in ink. Bonding and bank information shall be considered confidential and will not be subject to disclosure pursuant to the Open Records Act. The Director of Procurement shall evaluate timely submitted prequalification application packets using the established prequalification criteria. A contractor discovered providing false material information in an application for prequalification or during any consideration for prequalification shall be disqualified from submitting a bid to any JWSC project for a period of five (5) years.
- (3) Potential bidders submitting prequalification packets shall be notified whether they are prequalified or disqualified. The decision of the Director of Procurement shall be final. Only prequalified bidders may submit bids. Disqualified bidders may respond to their

disqualification by a letter to the Director of Procurement within ten (10) days of notice of disqualification. The opportunity for a disqualified potential bidder to provide a letter is for name-clearing purposes only; it shall not be construed as a right to appeal, to be reinstated, or to protest the process or the award of the project. The of Procurement shall include a copy of the letter in the contract file and provide copies to any party requesting such information.

**7. NOTICE OF BIDDING AND DISSEMINATION OF PROPOSALS**

Notice inviting sealed bids and solicitations for proposals shall be posted conspicuously in the Director of Procurement's office and shall be advertised in the legal organ of the JWSC or by electronic means on the JWSC website. Contract opportunities shall be advertised a minimum of two times, with the first advertisement occurring at least four weeks prior to the opening of the sealed bids.

The second advertisement shall follow no earlier than two weeks from the first advertisement. Plans and specifications shall be available on the first day of the advertisement and shall be open to inspection by the public. Additional methods of advertisement identified as likely to result in optimal competition may be used in addition to required advertisement, at the discretion of the Director of Procurement.

**8. PRE-BID/PROPOSAL CONFERENCE**

A pre-bid conference may be convened between the date of advertisement and the actual bid opening date. The purpose of the conference being to clarify advertised specifications for prospective responsive vendors.

**9. NOTIFICATION OF CHANGES, MODIFICATIONS OR CLARIFICATIONS**

Any potential bidder or proposer who has obtained plans and specifications to prepare a bid or proposal will be notified prior to required submission date of any changes, modifications or clarifications made to the original plans and specifications.

**10. RECEIPT OF BIDS OR PROPOSALS**

No bid or proposal shall be eligible for consideration by the JWSC unless it is placed in a sealed envelope or package and actually received by the Director or Director of Procurement, as applicable, by the date and time specified in the invitation for bids or proposals. The Director or Director of Procurement, or designee, shall cause all bids or proposals to be stamped with the date and time of receipt and secured until the designated opening time. A bid or proposal delivered late shall under no circumstances be eligible for consideration by the JWSC and such bid or proposal shall be returned unopened to the vendor.

**11. BID OPENING**

Bids or proposals shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the invitation for the bid or proposal. The name of each vendor, and such other information as the Director of Procurement, or designee, deem appropriate shall be announced as the bids or proposals are opened. A record of bid or proposal information shall be recorded and available for public inspection. The bid price shall not be announced until the technical evaluation is complete.

**12. MODIFICATION OF BID**

Any clerical mistake which is patently obvious on the face of a bid or proposal may, subject to the limitations described below, be corrected upon written request and verification submitted by the vendor. A nonmaterial omission in a bid or proposal may be corrected if the Director or Procurement determines the correction to be in best interests of the JWSC. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after bid or proposal opening:

- (a) Unit price information.
- (b) Total price information when unit prices are not required.
- (c) Any required insurance.

**13. WITHDRAWAL OF BIDS OR PROPOSALS**

- (a) Bids or proposals may be withdrawn at any time prior to the opening date. With the concurrence of the Director of Procurement, vendors may be allowed to withdraw bids or proposals containing mistakes not discovered until after the bid or proposal opening. After bids or proposals have been publicly opened, withdrawal of bid or proposal shall be based upon the following: The vendor shall give notice in writing of his claim of right to withdraw his bid or proposal due to an error within two business days after the conclusion of the bid or proposal opening procedure.
- (b) Bids or proposals may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid or proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid or proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn

from inspection of original work papers, documents and materials used in the preparation of the bid or proposal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid or proposal.

- (c) In all other cases, bids or proposals will be accepted unconditionally without alteration or correction. When bids or proposals are accepted where unit prices are shown, the JWSC may correct obvious extensions and footing errors after advising the vendor in writing. If a bid or proposal is withdrawn under the authority of this provision, the lowest remaining responsible, responsive bid shall be deemed to be the low bid or proposal, as applicable.

#### 14. **EVALUATION OF BIDS AND PROPOSALS**

##### (a) **Evaluation of Bids**

Bids shall be evaluated based on the requirements set forth in the invitation to bid. No criteria may be used in bid evaluation that are not specifically set forth in the solicitation.

##### (b) **Evaluation of Proposals**

- (1) **Initial Evaluation.** Each proposal shall be evaluated to determine whether it is responsible and responsive to the specifications and other terms and conditions contained in the request for proposals. The evaluation criteria contained in the solicitation must be adhered to. In evaluating the proposals, the evaluating team may request supplemental information to clarify and amplify each vendor's proposal. No information concerning any other vendor's proposal shall be communicated in any way to the vendor.
- (2) **Negotiation.** As set forth in the solicitation, vendors submitting proposals may be afforded an opportunity for discussion, negotiation, and revision of proposals. Discussions, negotiations, and revisions may be permitted after submission of proposals and prior to award for the purpose of obtaining best and final offers. In accordance with the solicitation, all responsible vendors found to have submitted proposals reasonably susceptible of being selected for award shall be given an opportunity to participate in such discussions, negotiations, and revisions. During the process of discussion, negotiation, and revisions, the evaluating team shall not disclose the contents of proposals to competing vendors.

#### 15. **BID OR PROPOSAL CANCELLATION**

An invitation for bids or request for proposals may be canceled prior to opening date or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, where it is in the best interest of the JWSC in accordance with this procedure or, as a result of improper

conduct on the part of a JWSC employee. The reasons for any cancellation shall be made part of the bid or proposal file.

**16. ONLY ONE BID OR PROPOSAL RECEIVED**

(a) One Bid Received

If only one responsive bid is received in response to an Invitation for Bids (including multi-step bidding), an award may be made to the single bidder if the Director of Procurement finds that the price submitted is fair and reasonable and that the bidder is responsible; alternatively, the bid may be rejected and:

- (1) New bids or offers may be solicited after the solicitation is cancelled;
- (2) Or if the Director of Procurement so determines, an emergency procurement may be made, as appropriate.

(b) One Proposal Received

If only one proposal is received in response to a Request for Proposals, the Director of Procurement may make an award, or it may cancel the Solicitation and re-solicit for the purpose of obtaining competitive sealed proposals with concurrence of the Using Department.

**17. MULTIPLE OR ALTERNATE BIDS OR PROPOSALS**

Unless multiple or alternate bids or proposals are specifically requested in the Solicitation, they may not be accepted.

**18. BID OR PROPOSAL AWARD, REJECTION OR DISQUALIFICATION**

(a) Contract Award

- (1) A public works construction contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid requests.
- (2) Contracts for goods, supplies or materials to be purchased exceeding twenty five thousand dollars (\$25,000.00) shall require a notice of bid, and will be awarded to the lowest, responsible and responsive bidder who meets the bid requirements.



- (3) RFP contract awards shall be made to the responsible and responsive vendor whose proposal is determined in writing to be the best value to the JWSC, taking into consideration the evaluation factors set forth in the solicitation. The evaluation factors shall be the basis on which the award, rejection or disqualification decision is made, and become part of the award
- (4) IFB contract awards shall be made based on the lowest responsible and responsive bid.
- (b) Approval of Bids or Proposals. All bid or proposal awards for amounts greater than twenty five thousand dollars (\$25,000.00) or extending for more than twelve (12) months, shall be approved by the JWSC.
- (c) Rejection of Bids or Proposals. The JWSC reserves the right to reject any or all bids or proposals if it determines such rejection to be in the best interest of the JWSC.
- (d) Disqualification of Bids or Proposals. The following types of bids or proposals shall be disqualified for consideration for award:
  - (1) A bid or proposal which is incomplete in any material aspect; or
  - (2) A bid submitted without required bonds or insurance, as applicable.
- (e) Tie bids. In the event two or more responsible and responsive bids are tied for the lowest price and the other terms and conditions of the tied bids are substantially the same, the bid shall be awarded to the local vendor if only one of the vendors has its principal place of business in Glynn County or the City of Brunswick. If all or none of the tied vendors have a principal place of business in the County or City, then the tied bids will be presented to the JWSC for their resolution.

17. **PROPRIETARY INFORMATION**

Information submitted by a bidder or proposer which is specifically marked "proprietary" shall not be disclosed without the prior written consent of the vendor or a determination by the Director of Procurement or a court of law that the information sought is not of a privileged or proprietary nature.

18. **PROTEST OF AWARD**

All protests of the award or rejection of a purchase must be filed in writing with the JWSC within ten (10) days after the award of the bid or proposal. The protest must describe in detail all alleged deficiencies. Any violations of law not specifically set forth in the protest are deemed waived. The validity of the protest shall be determined by the JWSC Director and the review shall be limited to any alleged violation of federal, state or local law.

19. **CHANGE ORDERS**

The Director is authorized to increase the original amount of a purchase order or contract by an aggregate amount of not more than ten percent (10%) of the original purchase order or contract amount or fifty thousand dollars (\$50,000.00), whichever is less, subject to:

- (a) There is adequate funding within the budget to pay for the increase.
- (b) There is a written recommendation from the JWSC's authorized representative, where specified in the contract.
- (c) The unit price costs do not change from the original purchase order or contract price.
- (d) Change orders that exceed these conditions require JWSC approval.

20. **CONTRACT AUTHORIZATION**

- (a) The Chairman of the JWSC Board of Commissioners is authorized to sign all contracts, agreements, amendments, and change orders that are:
  - (1) Approved for action by the JWSC Board of Commissioners at its meeting;
  - (2) Are anticipated to be beyond a twelve (12) month period;
  - (3) Involves any grants or loan commitment; or
  - (4) Involves budgeted goods and services that exceed fifty thousand dollars (\$50,000.01) in the fiscal year.
- (b) The Director is authorized to sign all agreements or contracts that are for budgeted goods and services, for consumption in the fiscal year, or within twelve (12) months or less, in an amount equal to or less than fifty thousand dollars (\$50,000.00). The Director is authorized to sign agreements in emergency conditions, and under certain change order circumstances.

21. **PERFORMANCE AND PAYMENT BONDS**

Payment and performance bonds shall be required for any construction contract as applicable by law or as otherwise required by the JWSC.

## **22. UNSOLICITED OFFERS**

- (a) Process of Unsolicited Offers. The Director of Procurement may consider an unsolicited offer in accordance with this policy and subject to the Legal Authorities.
- (b) Conditions for Consideration. To be considered for evaluation an unsolicited offer, the unsolicited offer must be:
  - (1) In writing;
  - (2) innovative or unique;
  - (3) independently originated and developed by the offeror;
  - (4) prepared without JWSC's supervision; and
  - (5) sufficiently detailed to permit a determination that the proposed product, services, or work could benefit JWSC's mission or allow it to meet its responsibilities. An unsolicited offer may not be an advance proposal for a known or anticipated JWSC requirement that can be procured by competitive methods.
- (c) Unsolicited offers may be the basis of a competitive procurement if deemed to be in the best interests of JWSC or where competitive procurement is required by law or regulation.
- (d) An offeror may designate portions of its unsolicited offer to be confidential if they include proprietary information or contain sensitive personnel information. Disclosure of such information by JWSC will be subject to the Freedom of Information Act.
- (e) Disposition upon Rejection. An unsolicited offer shall be returned to an offeror, citing reasons, when the proposal does not meet the criteria, or is not deemed to be advantageous to JWSC.

## **23. NOVATION OR CHANGE OF NAME**

- (a) No Assignment. No JWSC contract is transferable or otherwise assignable without the written consent of the Director of Procurement provided, however, that a contractor may assign monies receivable under a contract after due notice in writing to.
- (b) Recognition of a Successor in Interest; Novation. Subject to a determination by the Director of Procurement that the novation is in JWSC's best interests, a successor in interest may be recognized in a novation agreement in which the transferor and the transferee agree that:
  - (1) the transferee assumes all of the transferor's obligations;
  - (2) the transferor waives all rights under the contract against JWSC; and

(3) the transferee shall, if required by JWSC, furnish a satisfactory performance bond.

- (c) Change of Name. When a contractor requests to change the name in which it holds a contract with JWSC, the Director of Procurement may, upon receipt of a legally sufficient document indicating such change of name (for example, an amendment to the articles of incorporation of the corporation), enter into an agreement with the requesting contractor to effect such a change of name. No other terms and conditions of the contract are thereby changed.



# *Brunswick-Glynn*

## *Joint Water and Sewer Commission*

### *Memorandum*

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**To:** Brunswick-Glynn Joint Water and Sewer Commission  
**From:** Andrew Burroughs, Executive Director  
**Date:** Thursday, May 18, 2023  
**Re:** Approval – FY2024 Employee Raise Proposal

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**Background:**

In years prior to Fiscal Year 2023, the JWSC has structured any potential employee raises by applying a cost-of-living adjustment (COLA) consistent with increases in the consumer price index (CPI) plus the ability to achieve a merit increase up to a combined amount of 5% for the year. In Fiscal Year 2023, the Commission graciously approved a COLA of 6.88% for hourly staff members due to significant increases in the CPI. No merit increases were awarded to hourly staff members. Salaried staff members received a COLA of 3.44% with the ability to achieve a merit increase up to a combined 5% based upon the employee's annual performance review.

**Staff Report**

At the April 20, 2023, Commission meeting, the Fiscal Year 2024 Budget was approved subject to any comments from the City of Brunswick and/or Glynn County. In the budget for the fiscal year beginning July 1, a budgetary amount equal to 2.5% of the employee wage budget was included for consideration of employee raises. Staff committed to bringing back a proposal for employee raises prior to the end of the current fiscal year for consideration by the Finance Committee. Staff feels that the most prudent choice for a potential employee raise for Fiscal Year 2024 is to provide both the hourly and salaried staff of the JWSC with a 2.5% COLA on July 1, 2023. The total wage increase based on current JWSC wages is \$182,452.26 with the average employee increase being \$0.65/hour.

This item was presented to the Finance Committee on May 17, 2023.

**Recommended Action**

Staff recommends the Commission approve a 2.5% cost of living adjustment to employee wages effective July 1, 2024.

**Recommended Motion**

*"I move that the Brunswick-Glynn Joint Water Commission approve a 2.5% cost of living adjustment to employee wages effective July 1, 2023."*





# ***Brunswick-Glynn***

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

# ***Memorandum***

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**To:** Brunswick-Glynn Joint Water & Sewer Commission  
**From:** Todd Kline, P.E., Director of Engineering  
**Date:** Thursday, May 18, 2023  
**Re:** Easement and Infrastructure Dedications

- (1) 235 Kings Way Gravity Sewer – Dedication of Infrastructure
- (2) St. Francis Xavier Catholic School Addition – Dedication of Infrastructure
- (3) Tanglewood Phase 2B – Dedication of Infrastructure
- (4) Walker Point Ph1 – Dedication of Infrastructure and Easement
- (5) The Estates at Golden Isles – Dedication of Infrastructure and Easement

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### **Background**

The Brunswick-Glynn Joint Water & Sewer Commission (JWSC) Standards for Water & Sewer Design and Development Procedures support the acceptance of privately constructed water and wastewater systems as public infrastructure, when specified conditions are met. The Developers of the projects described herein, wish to convey easements and dedicate infrastructure.

### **Staff Report**

The Owners of Record of the infrastructure described within have submitted legal documents to: 1) define and execute the transfer of ownership; and, 2) convey 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 was constructed to JWSC Standards, is functioning and is 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 acceptance and approval of the dedications described herein.

### **Recommended Motion**

***“I move that the Brunswick-Glynn Joint Water and Sewer Commission approve these projects with associated Dedication and Easement.”***

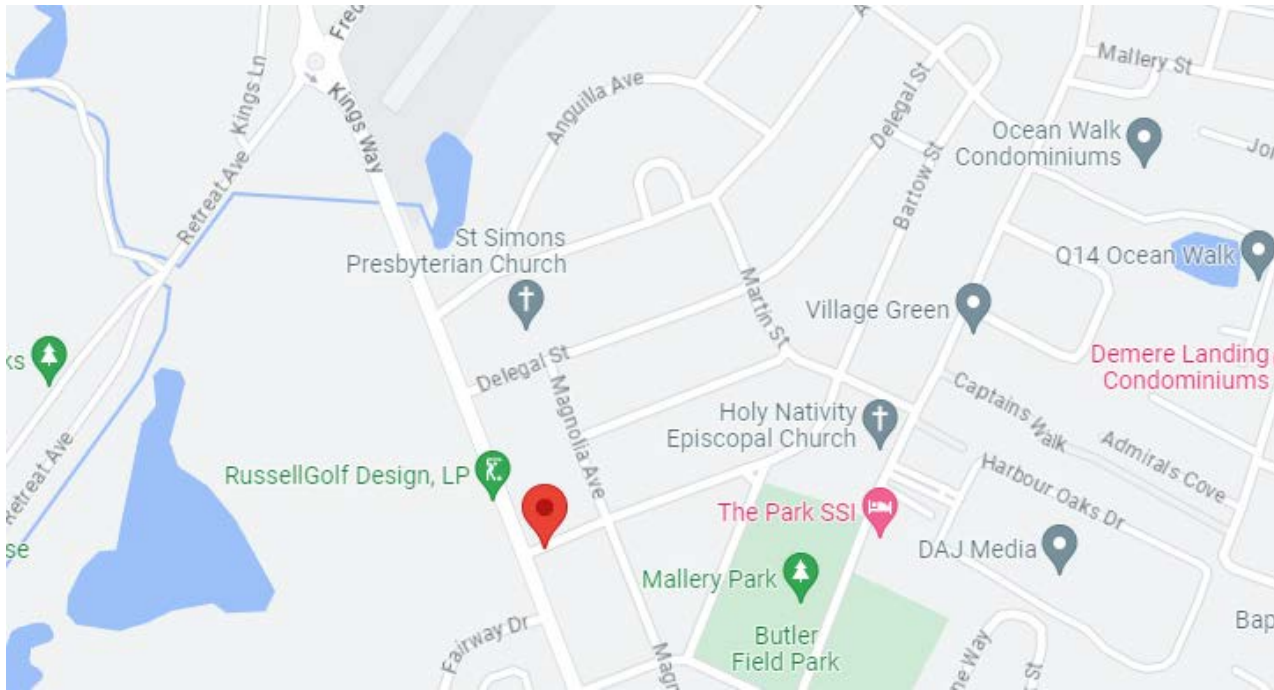
### **Enclosures**

- (1) 235 Kings Way Gravity Sewer: Dedication of Infrastructure
- (2) St. Francis Xavier Catholic School Addition: Dedication of Infrastructure and Record Drawing
- (3) Tanglewood Phase 2B: Dedication of Infrastructure and Record Drawing
- (4) Walker Point Ph1: Dedication of Infrastructure, Easement, and Record Drawing
- (5) The Estates at Golden Isles: Dedication of Infrastructure, Easement, and Record Drawing

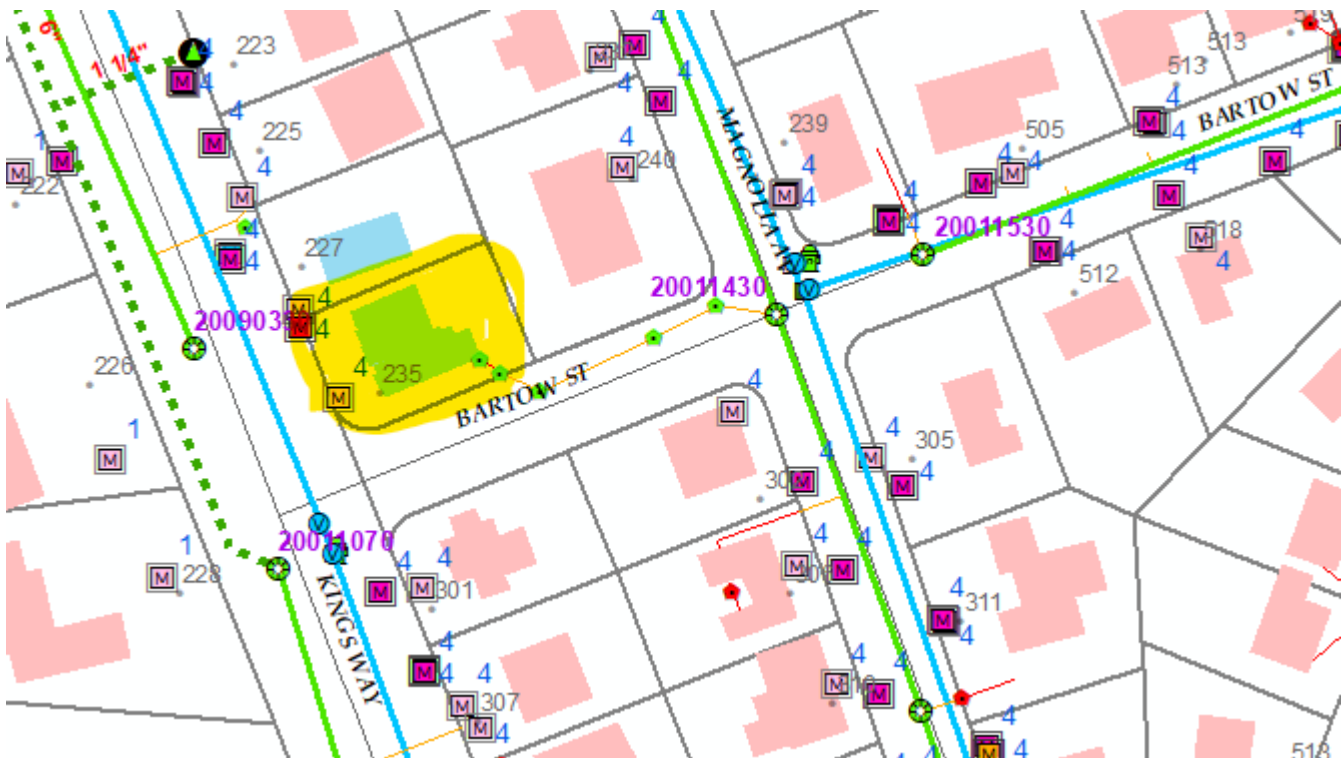
## 1. 235 KINGS WAY GRAVITY SEWER - DEDICATION OF INFRASTRUCTURE

Owner of Record	Moxley & Company LLC – Zachary Moxley
Legal Documents under Consideration	Dedication of Infrastructure Application for 194 linear feet of gravity sewer valued at \$12,910
Supporting Documents	Sewer Plan from engineered plans

### Location Map – 235 Kings Way, St. Simons Island



### GIS Map – To be Updated following Acceptance of Infrastructure



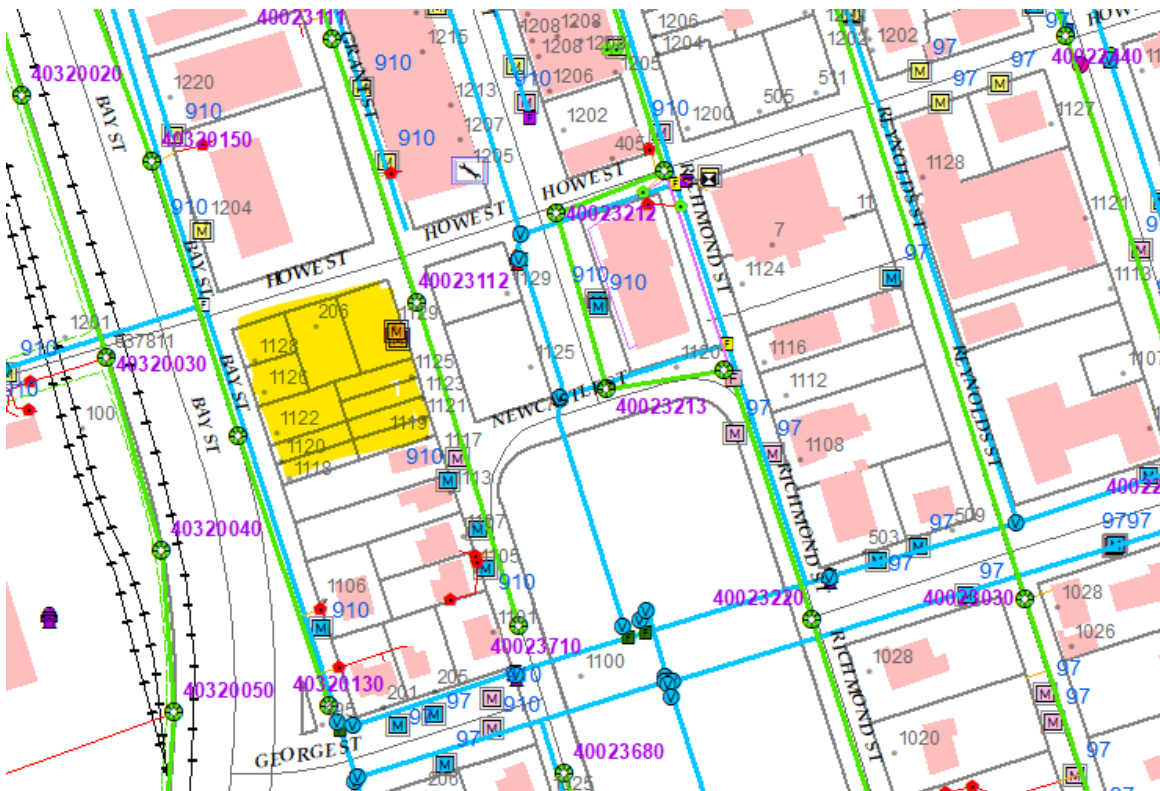
## 2. ST. FRANCIS XAVIER CATHOLIC SCHOOL ADDITION – 1129 GRANT STREET, BRUNSWICK

Owner of Record	Catholic Archdiocese of Savannah
Legal Documents under Consideration	Dedication of Infrastructure Application for 470 linear feet of water system valued at \$89,300
Supporting Documents	Record Drawings

### Location Map – 1129 Grant Street, Brunswick



### GIS Map – To be Updated following Acceptance of Infrastructure





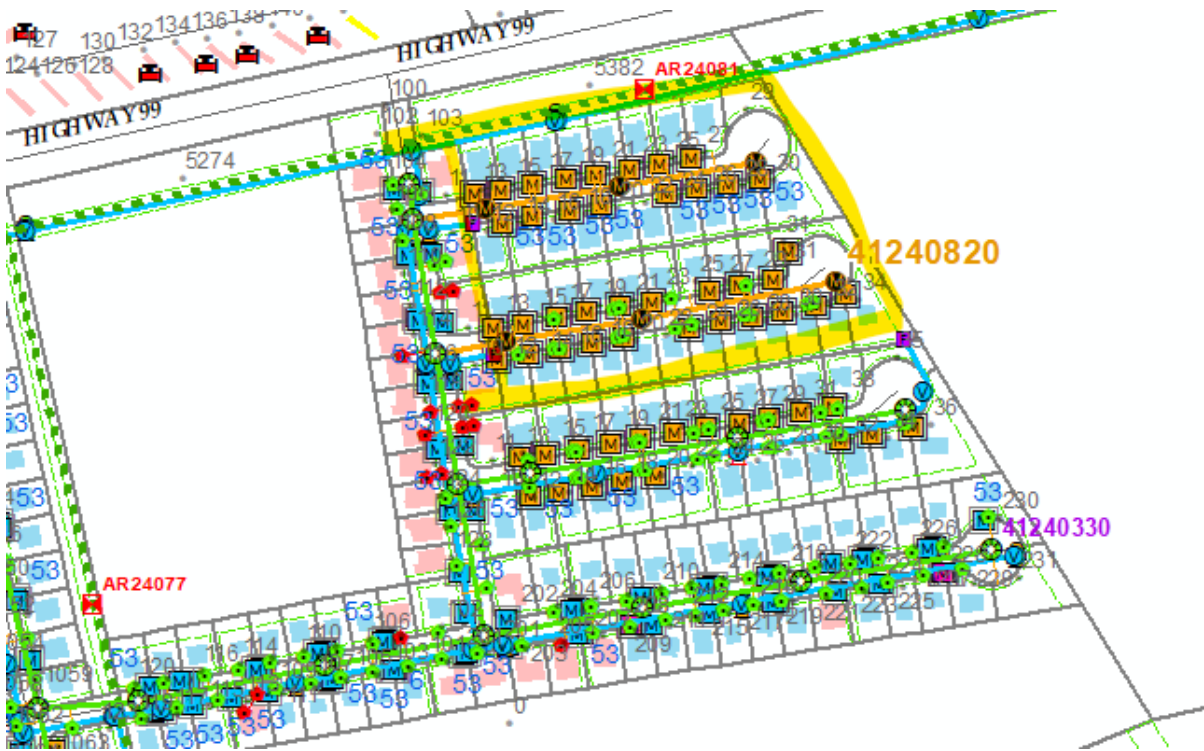
### 3. TANGLEWOOD PH2B – TANGLEWOOD DR AT HIGHWAY 99, BRUNSWICK

Owner of Record	Lamar Smith Signature Development LLC – Ashley Durrence
Legal Documents under Consideration	Dedication of Infrastructure Application for 1,721 linear feet of water system valued at \$176,047; and, 1,134 linear feet of sanitary sewer system valued at \$112,010
Supporting Documents	Record Drawings

#### Location Map – Tanglewood Drive at Highway 99, Brunswick



#### GIS Map – To be Updated following Acceptance of Infrastructure



#### 4. WALKER POINT PH 1 - 7645 GOLDEN ISLES PARKWAY, BRUNSWICK

Owner of Record	Walker Point LLC – Wayne Moxley
Legal Documents under Consideration	(1) Dedication of Infrastructure Application for 2,669 linear feet of water system valued at \$178,675; and, 2,371 linear feet of sanitary sewer system valued at \$178,864  (2) Water and Sewer Utilities Easement
Supporting Documents	Record Drawings

#### Location Map – 7645 Golden Isles Parkway, Brunswick



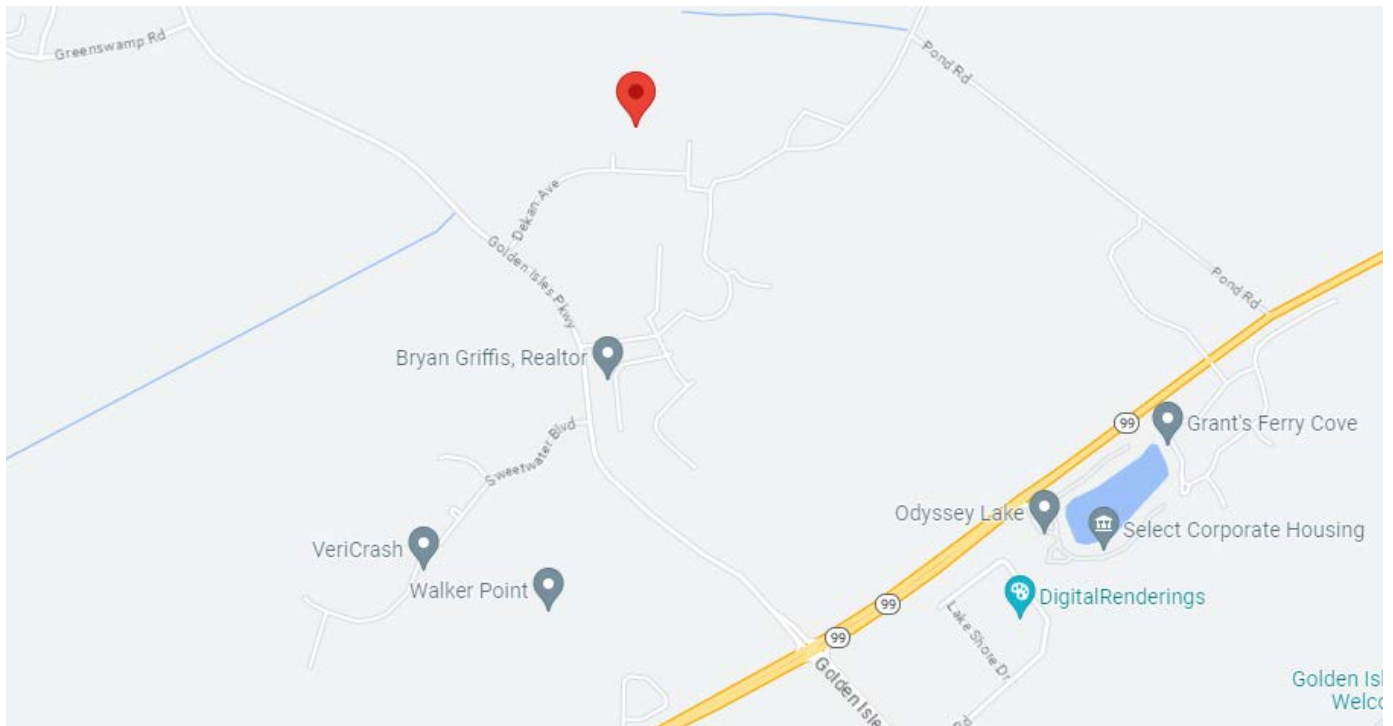
#### GIS Map – To be Updated following Acceptance of Infrastructure & Easement



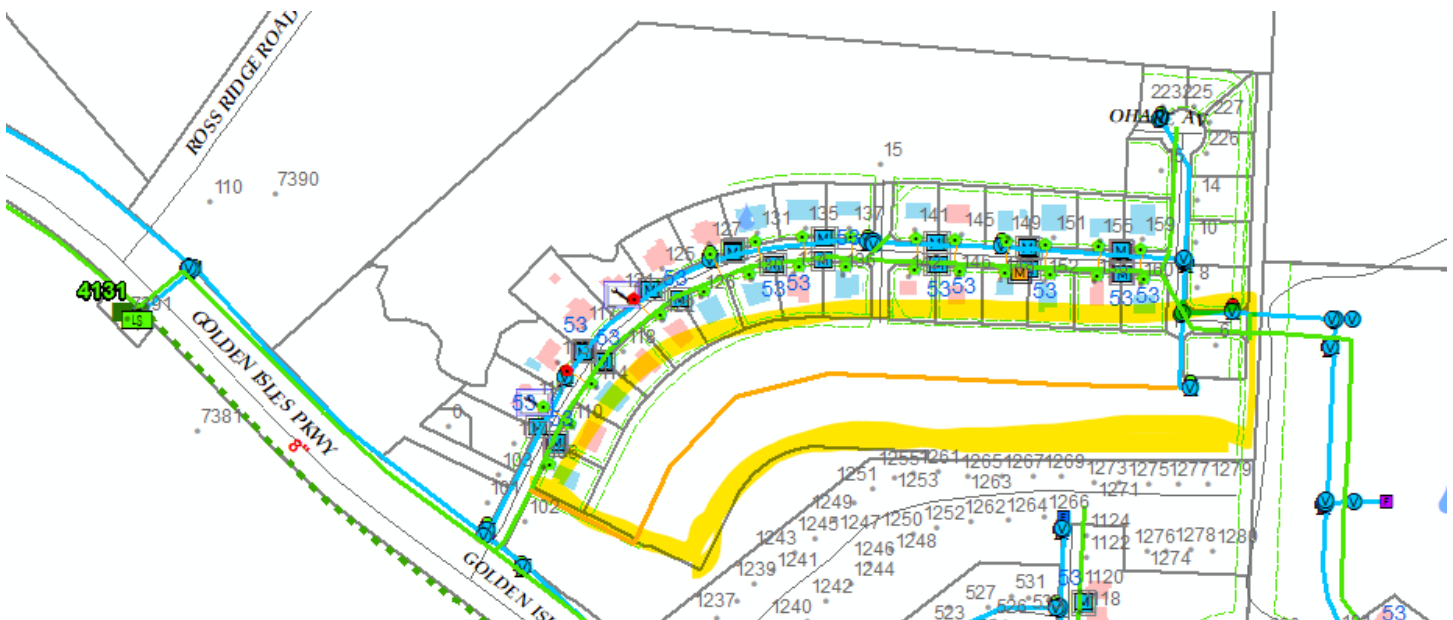
## 5. THE ESTATES AT GOLDEN ISLES - 15 N VINEYARD COURT, BRUNSWICK

Owner of Record	Ridge Enterprises Inc – Keith Ross
Legal Documents under Consideration	(1) Dedication of Infrastructure Application for 1,555 linear feet of water system valued at \$125,000; and, 1,645 linear feet of sanitary sewer system valued at \$325,000  (2) Water and Sewer Utilities Easement
Supporting Documents	Record Drawings

### Location Map – 15 N Vineyard Court, Brunswick



### GIS Map – To be Updated following Acceptance of Infrastructure & Easement





# *Brunswick-Glynn*

## *Joint Water and Sewer Commission*

# *Memorandum*

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**To:** Brunswick-Glynn Joint Water & Sewer Commission  
**From:** Charles A. Dorminy, HBS Legal Counsel  
**Date:** Thursday, May 18, 2023  
**Re:** Acceptance of Easements for Adams Drive Water Main Installation

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### **Background**

The JWSC has been requested to provide potable water along Adams Drive. The JWSC Water Distribution Department plans to abandon existing galvanized water mains located on the road and install a new PVC main. Four landowners abutting Adams Drive have executed deeds providing the JWSC with necessary easements to complete this project.

### **Staff Report**

Staff has reviewed the easements and finds accepting them to be beneficial to the purpose of the Brunswick-Glynn County Joint Water & Sewer Commission.

### **Recommended Action**

Staff recommends accepting the Adams Road easements and authorizing the Chairman to execute an acceptance of the easements.

### **Recommended Motion**

*“I move that the Brunswick-Glynn Joint Water and Sewer Commission accept the Adams Drive easements and authorize the Chairman to execute the acceptance of the Adams Drive easements”*

### **Enclosures**

17 Wildlife Preserve Easement  
102 Adams Drive Easement  
104 Adams Drive Easement  
106 Adams Drive Easement

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(Above the Line Reserved for Clerk Recording Data)

Return to:  
Hall Booth Smith, P.C.  
Attn: Charles A. Dorminy, J.D., LL.M.  
3528 Darien Highway, Suite 300  
Brunswick GA 31525

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 \_\_\_\_\_, 2022, by and between **ST. SIMONS LAND TRUST, INC.**, a Georgia non-profit corporation having its principal place of business on St. Simons Island, Glynn County, Georgia (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.

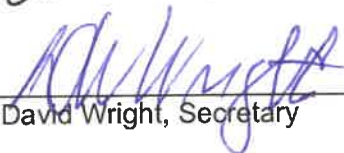
4. Encumbrances: Grantor herein by these presents warrants there are no liens, mortgages, or other encumbrances to a clear title to the Easement Area, except as follows: which is recorded in the office of the Superior Court real property records of Glynn County in Book     at Page     and that Grantor 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 an means or ways, dispute the perpetual easement right of the Grantee to the use of said easement.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed and its duly attested corporate seal to be hereunto affixed by its duly authorized officers, the day and year first above written.

ST. SIMONS LAND TRUST, INC.

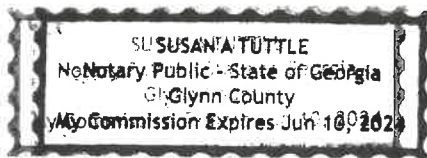
By:   
James Greer Brown, Chairman

Attest:   
David Wright, Secretary

Signed, sealed and delivered on this  
16 day of November, 2022,  
and in the presence of:

  
Unofficial Witness

  
NOTARY PUBLIC  
My Commission Expires: June 10, 2024  
(NOTARIAL SEAL)



## EXHIBIT "A"

### Legal Description of Easement Area

All that land or parcel of land lying and being in the 25th GMD of St. Simons Island, Glynn County, Georgia, being more particularly described as **the northerly 50 feet** of Parcel 2A as shown on that certain plat of survey prepared by Robert N. Shupe, Georgia Registered Land Surveyor No. 2224, entitled "Expedited Subdivision Plat of Parcel A, Wildlife Preserved," dated January 11, 2008, recorded in the Office of the Clerk of the Superior Court of Glynn County, Georgia, in Plat Book 30, Page 357.

The herein granted 50-foot Easement Area is the same as shown on said plat of survey as "50' Access Easement."

04-14108

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

BRUNSWICK-GLYNN COUNTY JOINT  
WATER AND SEWER COMMISSION

By:

\_\_\_\_\_  
G. BEN TURNIPSEED  
Chairman

Attest to:

\_\_\_\_\_  
JANICE MERIDITH  
Executive Commission Administrator

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(Above the Line Reserved for Clerk Recording Data)

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Return to:  
Hall Booth Smith, P.C.  
Attn: Charles A. Dorminy, J.D., LL.M.  
3528 Darien Highway, Suite 300  
Brunswick GA 31525

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 12 day of May, 2023, by and between **J. DANIEL SPEIGHT and ROBBY WEST SPEIGHT** of Dooly County, Georgia (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, defined as all appurtenances necessary for installation of water/sewer/force mains and services over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

***That certain 15-foot area on either side of the pipe laid under Grantor's property located in the 25<sup>th</sup> GMD of St. Simons Island, Glynn County, Georgia, currently known by the Glynn County Tax Assessor as Map/Parcel 04-00885 and more particularly shown on that certain Plat recorded in Plat Book 34, Page 74, in the Office of the Clerk of the Superior Court of Glynn County, Georgia.***

1. Grant of Easement for Utilities:

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

b. With the mutual consent of the Grantor, 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. Furthermore, Grantee may not disturb, cut, clear or do anything to disturb any

Live Oaks on the property. 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, , swimming pool or other such structures, , 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. Grantor may pave over Easement Area and maintain said pavement.

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, except for negligence on the part of Grantee.

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.

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.

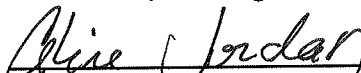


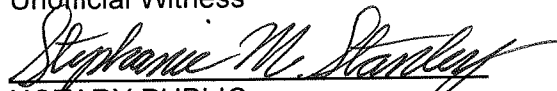
TO HAVE AND TO HOLD the above-described water and sewer easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by any means or ways, dispute the perpetual easement right of the Grantee to the use of said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

  
J. DANIEL SPEIGHT  
  
ROBBY WEST SPEIGHT

Signed, sealed and delivered on this  
12 day of May, 2023,  
and in the presence of:

  
Unofficial Witness

  
NOTARY PUBLIC  
My Commission Expires: March 31, 2026  
(NOTARIAL SEAL)



ACCEPTED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2023.

BRUNSWICK-GLYNN COUNTY JOINT  
WATER AND SEWER COMMISSION

By:

\_\_\_\_\_  
G. BEN TURNIPSEED  
Chairman

Attest to:

\_\_\_\_\_  
JANICE MERIDITH  
Executive Commission Administrator

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(Above the Line Reserved for Clerk Recording Data)

Return to:  
Hall Booth Smith, P.C.  
Attn: Charles A. Dorminy, J.D., LL.M.  
3528 Darien Highway, Suite 300  
Brunswick GA 31525

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 12 day of May, 2023, by and between **ALEX SPEIGHT** and **KATHERINE SPEIGHT** of Glynn County, Georgia (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, defined as all appurtenances necessary for installation of water/sewer/force mains and services over, across and through a portion of the Grantor's Property (the "Easement Area"), described as follows:

***That certain 15-foot area on either side of the pipe laid under Grantor's property located in the 25<sup>th</sup> GMD of St. Simons Island, Glynn County, Georgia, currently known by the Glynn County Tax Assessor as Map/Parcel 04-14588 (102 Adams Drive, St. Simons Island GA 31522).***

1. Grant of Easement for Utilities:

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

b. With the mutual consent of the Grantor, 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. Furthermore, Grantee may not disturb, cut, clear or do anything to disturb any Live Oaks on the property. 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, , swimming pool or other such structures, , 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. Grantor may pave over Easement Area and maintain said pavement.

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, except for negligence on the part of Grantee.

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.

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.

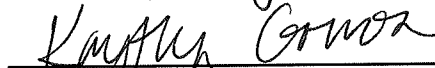
TO HAVE AND TO HOLD the above-described water and sewer easement rights in and to the said Easement Area to the Grantee, so that neither the Grantor nor any person or persons claiming under it shall at any time, by any means or ways, dispute the perpetual easement right of the Grantee to the use of said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

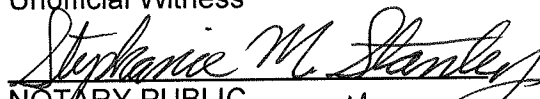
IN WITNESS WHEREOF, the said Grantor has set their hand and affixed their seal of the undersigned and delivered these presents on this the day and year first above written.

  
\_\_\_\_\_  
ALEX SPEIGHT

  
\_\_\_\_\_  
KATHERINE SPEIGHT

Signed, sealed and delivered on this  
12 day of May, 2023,  
and in the presence of:

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: March 31, 2026  
(NOTARIAL SEAL)



ACCEPTED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2023.

BRUNSWICK-GLYNN COUNTY JOINT  
WATER AND SEWER COMMISSION

By:

\_\_\_\_\_  
G. BEN TURNIPSEED  
Chairman

Attest to:

\_\_\_\_\_  
JANICE MERIDITH  
Executive Commission Administrator

---

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(Above the Line Reserved for Clerk Recording Data)

Return to:  
Hall Booth Smith, P.C.  
Attn: Charles A. Dorminy, J.D., LL.M.  
3528 Darien Highway, Suite 300  
Brunswick GA 31525

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 7 day of November 2022, by and between **DAVID KITCHIN and NANCY KITCHIN** of Cincinnati, Ohio (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.

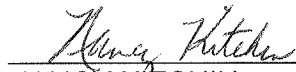
3. Limitation of Easement Rights: The Grantor does not convey any land, but merely grants the rights, privileges and easement herein above set out.

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 3640 at Page 137 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 an 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.

  
DAVID KITCHIN

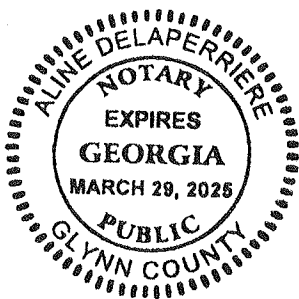
  
NANCY KITCHIN

Signed, sealed and delivered on this  
7<sup>th</sup> day of November, 2022,  
and in the presence of:

  
Unofficial Witness

  
NOTARY PUBLIC

My Commission Expires: March 29, 2025  
(NOTARIAL SEAL)



## EXHIBIT "A"

### Legal Description of Easement Area

All that land or parcel of land lying and being in the 25th GMD of St. Simons Island, Glynn County, Georgia, being more particularly described as **the northerly 50 feet** of the property conveyed by J. Preston Martin to Grantors herein by that certain Limited Warranty Deed dated September 15, 2016, and recorded in Deed Book 3640, Page 134, in the Office of the Clerk of the Superior Court of Glynn County, Georgia.

The herein granted 50-foot Easement Area is the same as shown as "50' Easement for Ingress and Egress" on that certain plat of survey recorded in Plat Book 33, Page 244, in the Office of the Clerk of the Superior Court of Glynn County, Georgia.

04-06148

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

BRUNSWICK-GLYNN COUNTY JOINT  
WATER AND SEWER COMMISSION

By:

\_\_\_\_\_  
G. BEN TURNIPSEED  
Chairman

Attest to:

\_\_\_\_\_  
JANICE MERIDITH  
Executive Commission Administrator

