

**Peachtree City Water & Sewerage Authority**  
**Regular Meeting**  
**Agenda**  
**Monday, October 7, 2019**  
**6:30 p.m.**

- I. Pledge of Allegiance
- II. Public Comment
- III. Minutes
  - September 9, 2019 - Regular Meeting Minutes
- IV. Reports
  - A. Authority Members
  - B. General Manager
- V. Bank account signatory cards
- VI. Retirement Plan Administrator
- VII. Georgia One Account Representative
- VIII. Employee Medical Insurance
- IX. ISE Contract Amendment
- X. Executive Session – Real Estate, Personnel, Potential Litigation
- XI. Adjourn

**\*\* Location of meeting is Peachtree City Water & Sewerage Authority at 1127 Hwy. 74, South \*\***

**NOTE: This agenda is subject to change up to twenty-four hours prior to the scheduled meeting.**

**A quorum of City Council will be in attendance.**

## Peachtree City Water and Sewerage Authority

September 9, 2019

The Peachtree City Water and Sewerage Authority held its monthly meeting on Monday, September 9, 2019, in the conference room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Vanessa Fleisch, Vice-Chairman Mike King, Treasurer/Secretary Terry Ernst, Board Member Kevin Madden, Board Member Phil Prebor, Ms. Melissa Griffis (attorney with Rosenzweig, Jones, Horne & Griffis), Mr. Robert Monroe (attorney with McRae, Smith, Peek, Harman & Monroe), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Mr. Bo Davis (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Ms. Corinne Kehayes, and Mr. Kevin Hay.

Ms. Fleisch called the meeting to order at 6:30 pm, and began with the Pledge of Allegiance.

Ms. Fleisch welcomed Ms. Shah and Mr. McNeil to their first official WASA Board Meeting. Ms. Fleisch opened the meeting up for public comment. There were no public comments.

Ms. Fleisch asked for a motion to approve the August 5, 2019 regular meeting minutes. Mr. King made the motion, seconded by Mr. Madden. Motion carried.

There were no reports from the authority members. As a General Manager report, Mr. Dan Davis welcomed Ms. Shah and Mr. McNeil and stated they have been working at WASA for one week.

Mr. Dan Davis discussed the Annual Emergency Services Contract, which is currently held by RDJE. This contract allows for a contractor to provide emergency repairs/services at predetermined rates. This contract was bid last year and the bid is valid for two years; but the option to extend it for the second year must be approved by the Board. The contract will be reissued for bid again next year. Mr. Dan Davis recommended approval of the Annual Emergency Services Contract to RDJE for \$50,000. Mr. Madden asked if the contract is for two years, but it is approved by the Board every year. Mr. Dan Davis confirmed that is the case and stated there is no change in the price from last year. Mr. Prebor asked if this policy existed because of possible changes in the Board from year to year. Mr. Dan Davis stated he did not know, but it does also allow the contractor the option to not renew the contract. Mr. Ernst made a motion to approve the Annual Emergency Services Contract for RDJE in the amount of \$50,000, seconded by Mr. King. Motion carried.

Mr. Dan Davis discussed the Annual Services Contract, which is currently held by Crawford Grading and Pipeline. This contract is for miscellaneous maintenance/repair projects that are not of an emergency nature, provided at predetermined rates. Like the Annual Emergency Services Contract, this contract was bid last year and the bid is valid for two years; but the option to extend it for the second year must be approved by the Board. The contract will be reissued for bid again next year. Mr. Madden asked what type of work this contractor does that cannot be done ourselves/in-house. Mr. Dan Davis stated the work would include heavier construction or equipment that we don't have (for example: pipe burst technology). Mr. Dan Davis stated this contractor would provide services that are beyond WASA's capability in-house. Ms. Fleisch asked Mr. McNeil if he had worked with either of the companies discussed. Mr. McNeil stated he had not. Mr. Ernst made a motion to approve the Annual Services Contract for Crawford Grading and Pipeline at the current prices as established, seconded by Mr. Prebor. Motion carried.

Mr. Dan Davis discussed the Sale of Surplus Vehicles and Equipment which was discussed at the last Board meeting. Mr. Dan Davis stated after some discussion with the staff it was decided that the backhoe will be kept for another year and usage will be evaluated. There are four vehicles identified as surplus, which are shown on the attachment. The question from the last meeting was how do we dispose of the surplus vehicles. Mr. Dan Davis stated Mr. Griffis has researched and identified the statute that WASA is supposed to follow in disposing of surplus property. Ms. Griffis stated as discussed before the recommendation last month, she researched using GovDeals.com. Ms. Griffis stated there is a Georgia Surplus Property Manual issued through the Department of Administrative Services which sets forth guidelines that the State of Georgia should use regarding the disposal of surplus property, and we believe WASA needs to adopt similar procedures. Ms. Griffis stated one of the questions from the last meeting was can we do a private sale for the vehicles. Mr. Griffis stated part of the issue is that WASA purchased the vehicles tax free. GovDeals is recognized as an option that follows the statutes and procedures in place; the other options cannot verify that they follow the guidelines. Mr. Griffis stated the recommendation is that the Board label the vehicles as surplus, and utilize GovDeals, which does allow for a minimum reserve on the vehicles. Mr. King asked if the guideline is law or regulation. Ms. Griffis stated there is a regulation, but there is also a statute that goes with it. Mr. King asked what law specifically states that doing a silent bid for rate payers is forbidden. Ms. Fleisch stated that the City has always done this under GovDeals, because they collect the sales tax, etc. Mr. Prebor stated we could put signs on the vehicles and advertise in order to get more money for them. Mr. King asked what the fee amount is for GovDeals. Ms. Griffis stated the GovDeals fee depends on how many vehicles are listed with them. Ms. Fleisch stated the benefit of using GovDeals is that it provides transparency, which is important since we are a government entity. Mr. King stated he knows the consensus, but if we did a silent bid on the web with the rate payers and we have a person file a lawsuit saying we didn't follow regulations, what would be the penalty with the judge when we're trying to do the right thing. Ms. Griffis stated this procedure comes from the Department of Administrative Services, and if you don't want to follow the Georgia Surplus Property Manual, there are Appendix forms with a check list, but we have to be able to warrant and certify that we've followed all the procedures outlined. Ms. Griffis stated with the ideas that were presented at the last meeting, we don't have a way to warrant that we're following those procedures; GovDeals warrants that and it's an arm's-length transaction. Mr. King stated GovDeals would get 10% of what the vehicle is worth. Ms. Griffis stated nothing prevents the seller from putting the minimum bid at an amount to include the GovDeals fee. Mr. Ernst stated he is concerned with Mr. King's idea with regard to the legality of limiting the sale to rate payers; what if someone lives in another county. Mr. King stated the rate payers paid for the vehicles. Mr. Prebor stated we should let rate payers know it's available to bid on GovDeals. Mr. Prebor asked how the sales price will be determined. Mr. Dan Davis suggested utilizing Kelley Blue Book or similar to determine prices. Ms. Griffis stated the Board needs to classify the vehicles as surplus, and then the value will be determined. Mr. Prebor made a motion to classify the four vehicles as surplus with the intent of getting fair market value to eventually be posted on GovDeals with a reserve, seconded by Mr. Madden. Motion carried 4-1 with Mr. King voting in opposition.

Mr. Dan Davis stated the draft FY2020 budget was presented at the last Board meeting, and there has been some adjustment of the budgeted amounts. Mr. Bo Davis provided a review of the FY2020 budget (see attachment) which is not drastically different from what was presented last month. Mr. Bo Davis noted the Revenue numbers have changed based on an additional month of data which allows us to better project FY2019 year-end and FY2020 numbers. There were minor changes to Salaries, Wages, & Benefits to reflect additional positions and increase in other labor-related costs. As discussed at the last meeting with regard to Materials, Supplies, & Services, there has been an overall economic uptick in these costs, but this budgeted amount is less than 8% from FY2018 which is within reason. Other

Income (Expense) has nothing budgeted to be conservative. Regarding the Capital Spending & Debt Service section, the debt service payment is taken directly from the debt service schedule in the bond documents. The Renewal & Extension line item is the Annual Services Contract and the Annual Emergency Services Contract which were approved tonight. The Capital & Project spending is a combination of needed IT improvements across all departments, material improvements to equipment at both treatment facilities, and significant repairs to pump stations. Ms. Fleisch asked if there is a slowdown in the housing market (West Village is half built out), do we have sustainability. Mr. Bo Davis stated tap fees, plan review fees, and septage are about 10% of revenues. Mr. Prebor asked what line item contains the house fees. Mr. Dan Davis stated the funds would go into the general fund; bonds are paid on an amortization schedule. Mr. Dan Davis stated in March 2023 the B series bond will be paid off and in 2027 the A series bond will be paid off. Mr. Ernst stated that at that point the money being paid into bonds will be in the general fund. Ms. Fleisch stated that at that point the Board would have the ability to get another bond or GEFA loan for any needed upgrades/repairs. Ms. Fleisch stated that if any large repairs are needed before the bonds are paid off we should look at other ways to finance the project in order to get the bonds paid off. Mr. Dan Davis stated the prioritization plan provides a road map for future improvements/repairs. The total monthly debt payment will reduce when the B series bond is paid off and we can get a GEFA loan to do some projects; and in 2027 when the A series is paid off we can get another GEFA loan to do additional projects. Mr. Ernst stated at the earliest convenience we look at a possible rate cut for the rate payers. Mr. Prebor asked what the balances are for the bonds. Mr. Bo Davis stated the A series is \$7.6 million and the B series is \$7.8 million. Mr. Dan Davis stated when the first bond is paid off, there will be \$1.3 million annual surplus and at that point we should take a look at projects/improvements. Mr. Madden stated we have a temporary solution to the pump station at Starrs Mill which will last a few years, but the replacement is \$800,000 – before we do a rate cut we need to make sure we have enough capital to do the repairs that may be needed for the 60-year old system. Mr. Madden made a motion to adopt the FY2020 budget as presented, seconded by Mr. King. Motion carried.

Ms. Fleisch asked for a motion to adjourn into Executive Session for the purpose of Real Estate, Personnel, and Potential Litigation. The motion was made by Mr. King and seconded by Mr. Ernst. Motion carried. The meeting was adjourned into Executive Session at 6:56 pm.

The meeting was reconvened at 8:04 pm.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. Ernst and seconded by Mr. King. Motion carried. The meeting was adjourned at 8:04 pm.

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Chairman - Vanessa Fleisch

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Treasurer/Secretary - Terry Ernst

# Consumer Deposit Account Questionnaire

SYNOVUS

## Primary Account Holder / Owner

Provide personal information on the primary individual associated with this account.

FULL LEGAL NAME \_\_\_\_\_ SSN/ITIN \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ COUNTRY OF CITIZENSHIP \_\_\_\_\_

PHYSICAL ADDRESS - No P.O. Boxes

CITY \_\_\_\_\_ STATE / PROVINCE \_\_\_\_\_ ZIP / POSTAL COUNTRY \_\_\_\_\_

ADDRESS LINE 2 - (Mailing Address if different from street address)

CITY \_\_\_\_\_ STATE / PROVINCE \_\_\_\_\_ ZIP / POSTAL COUNTRY \_\_\_\_\_

HOME PHONE \_\_\_\_\_ MOBILE PHONE \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

## Identification - U.S. Person

Provide the customer's primary form of identification (Check One)

U.S. Driver's License  U.S. State Non Driver ID  Passport  Senior / Disabled  Military ID Card  Minor  Other

ID NUMBER \_\_\_\_\_ ISSUING ENTITY \_\_\_\_\_ ISSUING LOCATION \_\_\_\_\_ ISSUE DATE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

## Identification - Non U.S. Person

Provide the customer's primary form of identification (Check One)

Matricula Consular Card  Foreign Passport  Federal/Government ID  Permanent Resident Card  Resident Alien/Green Card  
 Employment Auth Card  Other

ID NUMBER \_\_\_\_\_ ISSUING ENTITY \_\_\_\_\_ ISSUING LOCATION \_\_\_\_\_ ISSUE DATE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

Provide the customer's secondary form of identification (required if the Non U.S. person does not have an SSN/ITIN (Check One)

\* An additional form of primary identification may be provided as the secondary ID, however the same ID type may not be used as checked above.

Foreign Passport  Federal/Government ID  Permanent Resident Card  Resident Alien/Green Card  
 Employment Auth Card  Utility Bill  Employee ID  Lease  Credit Card  
 Other

ID NUMBER \_\_\_\_\_ ISSUING ENTITY \_\_\_\_\_ ISSUING LOCATION \_\_\_\_\_ ISSUE DATE \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

## Security Question / Identity Confirmation

What is your pet's name?  What is your favorite restaurant?  Who is your favorite celebrity?  Who is your favorite musician?  What is your dream car?  
 What's your favorite holiday?  What is your favorite color?  What is your favorite song?  Who is your favorite author?

Customer's answer to security question.

## Customer Due Diligence (CDD)

What type of account(s) are you requesting today? (Check all that apply)

Deposit  Loan  Safe Box  Certificate of Deposit

Are you employed by or related to an employee of Synovus Bank or any of its affiliates?

Yes  No

Source of Income (select one)

Employment  Inheritance/Trust  Social Security  Unemployment  Investment  Retirement  Other

**Additional Account Holder/Signer Current Employer**

**Employer Name** \_\_\_\_\_

- Accountant     Clerical     Government - Local     Manufacturing     Medical - Other     Retired     Utilities  
 Attorney     Construction     Government - State     Medical - Home Health     Military / Civil Service     Self-Employed  
 Auction     Data Processing     Homemaker     Medical - Physician     Pawn Broker     Service Industry  
 Banking     Education     Insurance     Medical - Nurse     Real Estate Broker

**Customer Identification Program Notice**

**Help Us Prevent Identity Fraud...**

The USA Patriot Act has paved the way for financial institutions to help prevent identity theft, and the spread of terrorism by requiring financial institutions to obtain more information on new accounts.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING NEW ACCOUNTS**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask you your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

**Signature / Affirmation**

**PLEASE NOTE: WE VERIFY ALL NEW ACCOUNT APPLICANTS THROUGH EQUIFAX**

*The information I have provided is correct to the best of my knowledge. I authorize the bank to check credit and/or employment history should it deem necessary on all principal owners/signers. Verification of all account information provided by Equifax. The bank reserves the right to refuse the opening of this account due to incorrect information or poor credit history.*

Printed Name	Signature	Date
Printed Name	Signature	Date
Printed Name	Signature	Date

FOR BANK USE ONLY	Employee Signature	Date



**Principal Life Insurance Company**  
 Des Moines, IA 50392-0001  
 1-877-475-3436  
 principal.com  
 A member of the Principal Financial Group®

## Primary Security Administrator Contact Information

Subtype 110105

**For plan services provided by Principal Life Insurance Company (Principal Life)  
 Please complete this form and send via email to your Principal Life representative.**

**Section 1: Company Information (please type or print in BLACK ink)**

Plan Name	Plan ID / Contract Number
If your plan is using our location recordkeeping service, please specify which location the Primary Security Administrator changes are for: _____	

**Section 2: Security Administrator Options—Add**

Add a new Primary Security Administrator  
 NOTE: The previous Primary Security Administrator will no longer have website access if this option is chosen. If the previous Primary Security Administrator needs website access, please see Section 3 below.

Name	Date of Birth	
Home Street Address, City, State and ZIP		
Home Phone	Business Phone	Business E-Mail Address
Business Name	Business Street Address, City, State and ZIP	

**Section 3: Security Administrator Options—Change**

Change a Primary Security Administrator

- Change an existing Primary Security Administrator's website access (see Section 4)
- Change an existing Primary Security Administrator's contact information (see Section 2)
- Change an existing Primary Security Administrator to a Secondary Security Administrator

Primary Administrator's Name: \_\_\_\_\_

- Retain all current access as a Secondary Security Administrator
- New Primary Security Administrator will grant appropriate access to Secondary Security Administrator.

Remove Primary Security Administrator

Primary Administrator's Name: \_\_\_\_\_

Note: When removing a Primary Security Administrator, a new Primary Security Administrator must be assigned.

Specific access to information on the website for the Secondary Security Administrator will need to be granted by the Primary Security Administrator by using Manage Security. This can be done once the Primary Security Administrator has logged in via Employer login. The Secondary Security Administrator will have limited access to view the services that Principal Life provides to the retirement plan.

Change an existing Secondary Security Administrator to a Primary Security Administrator

Secondary Security Administrator's Name: \_\_\_\_\_

**Section 4: Website Application Access for Specific Roles**

*(Security Access will be given based on the authority to sign retirement plan documents – please mark all boxes below)*

Is the Primary Security Administrator:

- Authorized to sign as the Plan Sponsor?  Yes  No
- A Trustee for the retirement plan?  Yes  No  
Note: Trustees are named in the Plan and/or Trust Agreement. If this is a Trustee change, please contact your Principal Life representative.
- The Named Plan Fiduciary (if other than the Plan Sponsor)  Yes  No  
Note: Must be named in the Plan document.
- Authorized to sign as an Adopting Employer, if applicable.  Yes  No

Note: If any of the above items are marked Yes, access to the Plan View Unsigned Docs application (No. 1045) will automatically be activated.

## Section 5: My Signature

My signature authorizes Principal Life Insurance Company to make or update our organization's Primary Security Administrator contact information as noted above. NOTE: If the person signing this form is also being named the Primary Security Administrator, then this form should be signed by a different authorized individual for the plan, if one exists.

Authorized Individual for the Plan – Signature

**X**

Date

Authorized Individual for the Plan – Print

**Primary Security Administrator:** This individual has the authority to grant full or limited security access to other individuals and manage the security for those individuals as they deem appropriate. This individual has full access to the employer website on principal.com.

**Secondary Security Administrators:** An individual that is designated by the Primary Security Administrator to view or transact on the employer website. The Primary Security Administrator will grant access to all Secondary Security Administrators in a full or limited capacity, at their discretion. All Secondary Administrators must obtain his/her own username and password and they cannot give access to other individuals.

**Setting up access:** Access will be granted/changed per the form generally within one business day; this timing may vary. Once access has been granted, please return to the employer web site to log in or create your login credentials. The Primary Administrator and Secondary Administrator can call Corporate Customer Service (formerly known as Electronic Data Services) at 1-877-475-3436 or their service representative to receive assistance in setting up a username, password and employer access code. If there are special circumstances that require we rush this request, please call the service representative for assistance.



For Customer Use:

I have an existing Acct. # \_\_\_\_\_  
 This resolution is for:  
 \_\_\_\_\_ New Account  
 \_\_\_\_\_ Change to Existing Acct. # \_\_\_\_\_

For OTFS Use Only:

\_\_\_\_\_ Acct Approved \_\_\_\_\_ Auth Entered.  
 \_\_\_\_\_ Audit \_\_\_\_\_ Wire Instructions  
 \_\_\_\_\_ Addr Entered \_\_\_\_\_ Wire Templates  
 Approval:  
 \_\_\_\_\_ AD1 \_\_\_\_\_ AD2  
 Res. form 2000A

**GEORGIA FUND 1**  
**(local government investment pool)**  
**RESOLUTION TO AUTHORIZE INVESTMENT**

*WHEREAS*, Ga. Code Ann. §§36-83-1 to 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool, and  
*WHEREAS*, from time to time it may be advantageous to the \_\_\_\_\_

\_\_\_\_\_ to deposit funds available for  
 (Name of Local Government, Political Subdivision or State Agency)  
 investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and

*WHEREAS*, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Ga. Code Ann. §36-83-8 under the direction of the State Depository Board, considering first the probable safety of capital and then the probable income to be derived; and *WHEREAS*, such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer; and

*WHEREAS*, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and

*WHEREAS*, Ga. Code Ann. §36-83-8 requires a statement of the approximate cash flow requirements of the participating government pertaining to the funds to accompany the authorization to invest such funds at the time such deposits are duly authorized;

*NOW, THEREFORE BE IT RESOLVED* by the \_\_\_\_\_  
 (Board, Council or other Governing Body)  
 that funds of the \_\_\_\_\_ may be deposited from time to  
 (Local Government, Political Subdivision, or State Agency)  
 time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool.

**BE IT FURTHER RESOLVED THAT:**

- Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of such government or other authorized entity (if a listed individual is employed by an entity other than the depositor, indicate employer):

_____	_____
Name, Title, (Employer, if applicable)	(Area Code) Phone Number
Email: _____	_____
_____	_____
Email: _____	_____
_____	_____
Email: _____	_____
_____	_____
Email: _____	_____

All withdrawals from the local government investment pool shall be wired to the following participant's demand deposit account: ***(Many banks have separate instructions for wires and ACH deposits. Please verify both sets of instructions with your bank and provide them below. This will ensure accurate delivery of your funds to the designated bank account).***

**(For ACH)** \_\_\_\_\_  
 (Local Bank Name) (Account Title)

\_\_\_\_\_ (ABA Number) (Account Number) (City, State)

**(For WIRE)** \_\_\_\_\_  
 (Local Bank Name) (Account Title)

\_\_\_\_\_ (ABA Number) (Account Number) (City, State)

(If applicable) Our local bank prefers to receive credit for wire transfers at the following **Correspondent Bank:**

\_\_\_\_\_  
(Bank Name) (City) (ABA Number) (Account Number)

**Additional Bank Account (if applicable):**

**(For ACH)** \_\_\_\_\_  
(Local Bank Name) (Account Title)

\_\_\_\_\_  
(ABA Number) (Account Number) (City, State)

**(For WIRE)** \_\_\_\_\_  
(Local Bank Name) (Account Title)

\_\_\_\_\_  
(ABA Number) (Account Number) (City, State)

**Correspondent Bank (if applicable):**

\_\_\_\_\_  
(Bank Name) (City) (ABA Number) (Account Number)

3. The local government investment pool monthly statements of account to:

\_\_\_\_\_  
(Attention)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State & Zip Code)

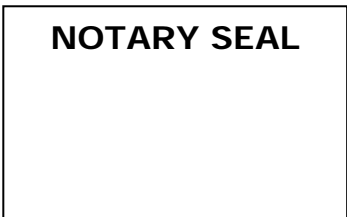
4. Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.

5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

- \_\_\_\_\_ % 30 days or less;
- \_\_\_\_\_ % more than 30 days but less than 90 days;
- \_\_\_\_\_ % 90 days or longer.

100 %

Entered at \_\_\_\_\_, Georgia this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.



\_\_\_\_\_  
(Signature of Head of Governing Authority)

\_\_\_\_\_  
(Please Print or Type - Head of Governing Authority)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
(Notary Public)

Please complete and return an original copy to:

**Georgia Fund 1  
Office of the State Treasurer  
200 Piedmont Avenue  
Suite 1204, West Tower  
Atlanta, GA 30334-5527**

**Telephone: (404) 651-8964 or (404) 656-2993  
Toll Free: (800) 222-6748  
Fax: (404) 656-9048**

*Georgia Fund 1 (local government investment pool) deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia or any other agency.*



# WORK AUTHORIZATION

<b>To:</b>	Vanessa Fleisch, Chair	<b>Date:</b>	September 30, 2019
<b>Company:</b>	Board of Directors - Peachtree City Water and Sewerage Authority	<b>From:</b>	L.H. (Dan) Davis, Jr., P.E.
<b>Address:</b>	1127 Highway 74 South Peachtree City, GA 30269	<b>Copy to:</b>	Bo Davis, Leslie Baer Cary Dial

**Project:** Contract General Management

***Background Information:***

The Board of the Peachtree City Water and Sewerage Authority (PCWASA) has requested that Integrated Science & Engineering, Inc. (ISE) continue to serve as Contract General Manager.

***Conflict of Interest Statement***

The Georgia General Assembly created the Georgia State Board of Registration for Professional Engineers and Land Surveyors (Board) in 1937 with the charge of protecting life, health, and property and to promote the public welfare. The Board has the power to adopt rules, set standards for licensure, adopt mandatory standards of professional conduct and ethics, and investigate and discipline unauthorized, negligent, unethical or incompetent practice. The Board has the authority to implement provisions of the Georgia State Laws: Title 43, Chapter 15 “Professional Engineers and Land Surveyors” and the Board Rules: Chapter 180, “Rules of State Board of Registration for Professional Engineers and Land Surveyors”. To that end, Section 180-6-.05 identifies seven areas where an engineer may have a conflict of interest. Per subsection 1 of said section, “The engineer or land surveyor shall avoid conflicts of interest. The engineer or land surveyor shall conscientiously avoid conflict of interest with his/her employer or client, but, when unavoidable, the engineer or land surveyor shall forthwith disclose the circumstances to his employer or client.” In the same section, subsection 6 states, “The engineer or land surveyor in public service as a member, advisor, or employee of a governmental body or department shall not participate in considerations or actions with respect to matters involving him/her or his/her organization's private or public engineering or land surveying practices.” Given the above, ISE hereby notifies the Board that it is performing the following services under work authorizations previously authorized by PCWASA:

- PCWASA On-Call Services
- 2019 Long-Term Water Quality Monitoring
- Industrial Pre-treatment Program

Any future work authorizations for efforts by ISE will be approved by the Board.

# WORK AUTHORIZATION

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## ***Scope of Work:***

### **Background and Understanding:**

This contract represents the second year of Contract Management provided to PCWASA by ISE and replaces the contract dated 07/23/2018 and approved by the PCWASA Board of Directors on 08/06/2018. The below scope of services details the Continued Oversight and Support in four key areas: 1) Finance & Accounting, 2) Human Resources, 3) Operations, and 4) Monthly Reviews/Meetings.

ISE was tasked with identifying and hiring two key management positions at PCWASA, specifically: a Financial Manager (Controller) and an Operations Manager (Deputy General Manager). The candidates were identified and hired for these positions, and now ISE will begin the process of transitioning the Finance and Operations functions while at the same time providing overall General Management and Human Resources support services to PCWASA. Over the past year, ISE has worked with the PCWASA Board and Legal Counsel to develop and implement new employment policies and procedures. ISE has also served as the General Manager for the Authority over the past year, providing oversight and overall management for the Authority at the direction of the Board of Directors.

### **Scope of Services:**

#### **Task 1: Financial Services Support & Oversight**

ISE Staff will work with the newly appointed Controller to: a) coordinate with the Independent Auditor and assisting in all matters needed for the FY 2019 Financial Statement Audit; b) develop and implement the FY 2020 Operating Budget; c) produce and provide monthly financial reports to the Board of Directors and appropriate PCWASA Staff; and d) work to support financial integrity, risk management, investment & retirement services management; bond/debt service management; processes and planning for capital improvements and budgeting. ISE staff will continue to work with the Authority's legal counsel and may recommend changes to the processes for enhanced financial control, fiscal responsibility and reporting.

#### **Task 2: Human Resources Management**

Within this task, ISE Staff will continue to implement and refine the policies and procedures adopted by the Board of Directors over the previous year. ISE will work with the Board of Directors to direct Human Resources functions for all PCWASA Staff including: recruiting, staffing, and onboarding; policy development and maintenance; employee relations; and compensation and benefits administration. ISE Staff will also work with appropriate HR specific legal counsel to support compliance with regulatory bodies related to employment law. ISE will coordinate HR issues with the Board's legal counsel as necessary.

#### **Task 3: Operational Support**

ISE will support the newly appointed Deputy General Manager to provide operational oversight of the system, and implement changes to improve operational efficiency.

ISE will support coordination for all of the tasks listed below:

- Incidental meetings as requested by the Board and/or staff
- Coordination and support with the Georgia EPD including initial review of correspondence and preparation of response or actions to be completed, inclusive of permitting documentation
- Customer complaint support

# WORK AUTHORIZATION

- Staff and operation support to the Deputy General Manager as needed
- Development and implementation of a Safety Program

## Task 4: General Management Oversight

ISE will continue to serve as the General Manager for the Authority. ISE will support coordination for all of the tasks listed below:

- Attendance at the monthly Board meetings as needed
- Incidental meetings as requested by the Board and/or staff
- Interagency liaison as requested by the Board
- Coordination with PCWASA's legal counsel
- Overall General Management functions, including management of Human Resources, Finance, and Operations and Administrative functions
- Prepare materials for the monthly Board meetings, as well as meeting agendas and meeting minutes

### *Schedule:*

This Work Authorization will commence upon approval from the PCWASA Board of Directors, and will be valid for a period of one year. The Work Authorization can be terminated by either party with 30 days' notice, but will renew automatically on an annual basis. The rates will be subject to review and revision on an annual basis.

### *Fee Estimate:*

Task No.	Task Name	Lump Sum Fees	
		10/01/2019 - 03/31/2020	04/01/2020 - 09/30/2020
1	Financial Services Support & Oversight	\$5,000.00	\$1,950.00
2	Human Resources Management	\$4,750.00	\$2,050.00
3	Operational Support	\$6,580.00	\$2,875.00
4	General Management Oversight	\$6,000.00	\$3,000.00
<b>TOTAL MONTHLY FEES</b>		<b>\$22,330.00</b>	<b>\$9,875.00</b>

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

### *Authorization:*

Authorized by: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Terms and Conditions Included\***

# WORK AUTHORIZATION

## TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

*Access to Site:* Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

*Billings/Payment:* Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including attorney's fees.

*Reimbursable Expenses:* Any expenses that are required beyond those identified under professional services will be billed at a multiple of 1.15 times the cost incurred.

*Additional Services:* Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE's cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Owner.

*Indemnification:* The Owner shall indemnify and hold harmless ISE and all of its personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the Owner, anyone directly employed by the Owner (except ISE), or anyone for whose acts any of them may be liable.

ISE shall indemnify and hold harmless Owner and all of Owner's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

*Risk Allocation:* In recognition of the relative risks, rewards and benefits of the project to both the Owner and ISE, the risks have been allocated such that ISE and the Owner agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this Agreement, whichever is less. Such causes include, but are not limited to, ISE's or Owner's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

*Termination of Services:* This agreement may be terminated by written notice by either the Client or ISE, Inc. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

*Ownership of Documents:* All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Client for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Client's and Recipient's sole risk and without liability to ISE. Client further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE's written approval.

*Discovery of Unanticipated Hazardous Materials:* Hazardous materials may exist where there is no reason to believe they could or should be present. The client acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Client agrees to compensate ISE for the additional cost of such work.

*Site Operations:* ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The Client recognizes that ISE's research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Client is fully responsible for and assumes all risks associated with such conditions.

*Construction Activities:* Unless specifically stated otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

*Integration:* This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

*Governing Law:* Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

# WORK AUTHORIZATION

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## UNIT RATES – 2019 BILLING RATES

Integrated Science & Engineering, Inc.

	<b>Rate/Hour</b>
Sr. Principal	\$ 210.00
Principal	\$ 195.00
Sr. Engineering Manager	\$ 170.00
Project Manager	\$ 145.00
Project Engineer I	\$ 125.00
Project Engineer II	\$ 135.00
Project Engineer III	\$ 145.00
Engineer I	\$ 105.00
Engineer II	\$ 115.00
Designer I	\$ 90.00
Designer II	\$ 110.00
Sr. Designer	\$ 135.00
GIS Professional I	\$ 85.00
GIS Professional II	\$ 95.00
GIS Professional III	\$ 115.00
Sr. Planner	\$ 95.00
Environmental Scientist	\$ 105.00
Sr. Environmental Scientist	\$ 145.00
Sr. Surveying Manager	\$ 135.00
Survey Crew (1-person)	\$ 120.00
Survey Crew (2-person)	\$ 140.00
Engineer / Survey Technician I	\$ 75.00
Engineer / Survey Technician II	\$ 90.00
Engineer / Survey Technician III	\$ 115.00
Intern	\$ 40.00
Administrative	\$ 65.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%