# Peachtree City Water & Sewerage Authority Regular Meeting Agenda Tuesday, May 18, 2021 8:30 a.m.

- I. Pledge of Allegiance
- II. Public Comment
- III. Minutes

April 20, 2021 - Regular Meeting Minutes

- IV. Reports
  - A. Authority Members
  - B. General Manager
- V. Sewer Extension Evaluation Work Authorization from ISE
- VI. Executive Session Real Estate, Personnel, Potential Litigation
- VII. 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

#### April 20, 2021

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, April 20, 2021, in the break room and 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 Phil Prebor, Ms. Melissa Griffis (attorney with Horne & Griffis), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Mr. Chris Miller (Cpak Technology Solutions), Mr. Todd Baugh (Cpak Technology Solutions), Ms. Hope Larisey (ISE), Mr. Clay McEntire (J. Smith Lanier), Mr. David Irwin (Mauldin & Jenkins), and Mr. John Dufresne. Board Member Kevin Madden was absent. Due to the COVID-19 pandemic and Governor Brian Kemp's Executive Order the Board members were located in the break room and the public was in the Board room for proper social distancing with live video and audio being fed into each room.

Ms. Fleisch called the meeting to order at 8:35 am. The meeting began with the Pledge of Allegiance.

Ms. Fleisch opened the meeting up for public comment. There were no public comments.

Ms. Fleisch asked for a motion to approve the March 16, 2021 regular meeting minutes and the March 29, 2021 special called meeting minutes. Mr. Ernst made the motion, seconded by Mr. King. Motion carried (4/0). Ms. Griffis stated Mr. King has reviewed the meeting minutes for March 16, 2021 and associated documents even though he was not present, allowing him to vote to approve the minutes.

There were no reports from the Authority members. Mr. Prebor stated he would like the Authority to consider publishing a brochure with an update on the Authority's progress to be distributed via the utility bills. Mr. Dan Davis stated that is possible, and could be disseminated via the website, a direct mailer, and posted in the front office. Mr. Dan Davis provided a General Manager update, stating landscaping improvements, tree removal, and irrigation system repairs were completed, in addition to facility maintenance/improvements at the plants and shop. Mr. Larry McNeil stated staff member Mr. Jonathan King has coordinated the facility/maintenance improvements. Mr. Ernst requested that a thank you letter be drafted to the employees from the Board for their hard work and in recognition of the noticeable facility/site improvements. Mr. Dan Davis stated updates to pump stations and associated fencing has also been completed. Mr. Dan Davis stated he would provide a PowerPoint on the SCADA update next month. Mr. Dan Davis added that the audio/visual equipment was updated in the conference room and break room, to improve reliability and better accommodate meeting needs. Ms. Fleisch asked about the work at the pump station across from City Hall. Mr. McNeil stated the pump station had a faulty moisture sensor replaced.

Mr. Irwin discussed the annual audit, stating they issued a clean/unmodified opinion of the report with no audit findings; the financial statements as prepared by management are fairly stated in all material respects in accordance with generally accepted accounting principles. Mr. Irwin stated Ms. Shah did a really good job coordinating and providing information for the audit. Mr. Irwin encouraged the Board to read the Management's Discussion and Analysis (MD&A) within the report which provides a summary of the basic financial statements and an analytical overview of financial activity. Mr. Irwin discussed the statement of net position, stating total assets were \$41.4 million which was in line with last year with a \$171,000 decrease compared to 2019, which is considered minimal. The Authority has a good liquid position. Mr. Irwin stated net position increased by \$2.2 million from prior year, with \$16.1 million

investment in capital assets. Mr. Irwin stated revenue was just over \$10 million which was in line with last year, and there is a positive operating cash flow. Mr. Irwin stated there were no significant changes from last year with regard to the footnotes. Mr. King made a motion to accept the audit, seconded by Mr. Ernst. Motion carried (4/0).

Mr. McEntire discussed the property and casualty insurance renewal proposals from Travelers and Cincinnati (item VI). Mr. McEntire stated they went out to the marketplace because insurance rates are increasing across the industry; Travelers and Cincinnati were the most competitive to respond. Mr. McEntire discussed the Travelers quote, stating the property value was increased to \$15 million due to a reevaluation of the pump stations. Mr. Prebor asked regarding the decrease in premium cost. Mr. McEntire confirmed that there was an increase in values and a decrease in premium for Travelers due to competition. Most lines of coverage remained unchanged; however, Cincinnati did provide some pricing for higher umbrella limits; this is an area the Authority could increase coverage. Mr. Prebor and Mr. Ernst asked if the umbrella limit could be increased for the Travelers quote. Mr. McEntire responded that he can get a quote from Travelers to increase the umbrella limit. The Cyber coverage was changed to increase limits. Ms. Fleisch asked if based on recent tornado activity, is the Authority covered enough. Mr. McEntire stated that Ms. Shah and Mr. McNeil did a good job working to ensure the value of property estimates were accurate. Ms. Fleisch asked about the average value of each pump station. Ms. Shah stated they reviewed each station and decided not to insure smaller pump stations with a value less than \$10,000, the value estimate focuses on the larger pump stations. Mr. Ernst asked to confirm the difference with the Travelers quote. Mr. McEntire stated the cyber coverage carrier changed to BCS, and overall provided a \$2,200 decrease in cost from last year with broader coverage. Mr. McEntire stated the Cincinnati quote offered a 3-year policy with locked rates (except for umbrella and vehicle coverage), as well as a slight increase in a few coverage limits. Mr. McEntire received quotes from Cincinnati for increasing the umbrella coverage yesterday: \$12,841 for \$3 million and \$16,648 for \$5 million. Cincinnati is quoting a substantial increase in EPL and Public Entity and enhanced Cyber liability as compared to Travelers. Mr. McEntire stated the premium on both quotes was within a few hundred dollars. Mr. McEntire stated Travelers will not do a 3-year lock, and the Authority has been with Travelers for several years with minimal increases each year. Ms. Fleisch asked if the Authority should be evaluating any other coverages because of the sewer backups. Mr. McEntire responded no and referenced the immunity clause in the State of Georgia, stating insurance carriers will not accept liability if not responsible. Ms. Fleisch asked if the Authority is fully covered. Mr. McEntire responded yes, but there is an option to increase limits. Ms. Griffis asked regarding the difference in AM Best Ratings for each carrier. Mr. McEntire stated Travelers is A++ and Cincinnati is A+, stating an A rating is very sound. Mr. Prebor stated B+ and above are acceptable. Ms. Griffis stated that no one offers coverage for sovereign immunity claims, similar to those earlier in the year. Mr. King asked for Mr. McEntire's recommendation. Mr. McEntire stated the increase in EPL and Public Entity coverage from Cincinnati is good, but both companies are good. Mr. McEntire stated he would immediately contact Travelers to get a revised quote with an increased umbrella limit. Mr. Prebor made a motion to table the vote/decision on item VI (Property, Crime, General Liability, Boiler & Machinery, Umbrella, Auto, Inland Marine, Employment Practices Liability, Public Entity Liability, Flood & Earthquake and CyberFirst Liability Insurance Coverage - renewal May 1, 2021) until after Executive Session, seconded by Mr. Ernst. Motion carried (4/0).

Ms. Larisey presented the Work Authorization for the 2021 Long-Term Monitoring program. Ms. Larisey stated the work is part of the Watershed Protection Plan required by the permit with the State of Georgia for the treatment plants and includes quarterly sampling at five stations. Ms. Larisey stated this year additional biological monitoring is required, which was last performed in 2017. Ms. Larisey stated the associated Annual Report is due to the Georgia EPD by June 30 each year, and no comments were received

on the report submitted last year. Ms. Larisey stated the trend they are seeing is better numbers on the southside/downstream end of the City, after the water has gone through the water systems within the City. Mr. Ernst made a motion to approve the 2021 Long-Term Monitoring Work Authorization, seconded by Mr. King. Motion carried (4/0).

Mr. Prebor stated he would need to abstain from the Sewer Extension Evaluation Work Authorization agenda item because he owns property on Huddleston Road. Mr. Ernst made a motion to move item VIII (Sewer Extension Evaluation Work Authorization) to next month's meeting, seconded by Mr. King. Motion carried (4/0).

Ms. Shah discussed the Quarterly Financial Update dated March 31, 2021, ending the second quarter. Ms. Shah stated the budget year is at the 50% mark, with rate revenue at 48% (down by \$126,000 in residential and \$69,000 in commercial), but recent revenue appears to be returning to normal. Expenses are at 44%, and capital projects are moving along. Ms. Shah stated the bond payment was made, leaving \$10 million in outstanding debt.

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 (4/0). The meeting was adjourned into Executive Session at 9:31 am.

Prior to calling Executive Session to order, Mr. McEntire notified the Board that he received the revised quote from Travelers. Ms. Griffis stated for the benefit of the public, the regular meeting could be reopened, and the item moved to discuss prior to Executive Session. Mr. Prebor made a motion to reenter the regular meeting, seconded by Mr. King. Motion carried (4/0). The regular meeting was reconvened at 9:41 am.

Mr. King made a motion to amend the previous motion and move item VI (Property, Crime, General Liability, Boiler & Machinery, Umbrella, Auto, Inland Marine, Employment Practices Liability, Public Entity Liability, Flood & Earthquake and CyberFirst Liability Insurance Coverage – renewal May 1, 2021) from Executive Session to the regular meeting, seconded by Mr. Prebor. Motion carried (4/0).

Mr. McEntire discussed the revised quote received from Travelers reflecting an increase in umbrella coverage which sits over public officials (making it comparable to Cincinnati). Travelers quoted a \$3 million umbrella at a premium of \$9,494, as compared to Cincinnati with a \$3 million umbrella at a premium of \$12,841. Mr. Prebor made a motion to approve Travelers for item VI (Property, Crime, General Liability, Boiler & Machinery, Umbrella, Auto, Inland Marine, Employment Practices Liability, Public Entity Liability, Flood & Earthquake and CyberFirst Liability Insurance Coverage – renewal May 1, 2021) with a \$3 million umbrella, seconded by Mr. Ernst. Motion carried (4/0).

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. Prebor. Motion carried (4/0). The meeting was adjourned into Executive Session at 9:46 am.

The meeting was reconvened at 10:24 am.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Ernst. Motion carried. The meeting was adjourned at 10:24 am.

Chairman - Vanessa Fleisch	
Treasurer/Secretary - Terry Ernst	



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To: Vanessa Fleisch, Chair Date: April 13, 2021

**Company:** Peachtree City Water & Sewerage Authority From: L.H. (Dan) Davis, Jr., P.E.

Address: 1127 Highway 74 South Copy to: File

Peachtree City, GA 30269

**Project:** Sewer Extension Evaluation

#### **Background Information:**

The recent H.R. 1319 American Rescue Plan Act of 2021 includes generous local government aid that can be used for a wide variety of purposes, including building new water and wastewater infrastructure. It has been determined that the Peachtree City Water & Sewerage Authority (PCWASA) may receive funding through this program. Integrated Science & Engineering, Inc. (ISE) will investigate reasonable design alternatives and cost estimates for providing public sewer to areas along Hippocket Road, Huddleston Road, and Governors Square.

#### Scope of Work:

PCWASA has considered extending public sewer to areas along Hippocket Road and Huddleston Road for many years and has received inquiries for public sewer extension to areas of future and existing development on Governors Square and Peachtree Court. PCWASA now desires to proceed with several of these sewer extensions. ISE has prepared this Work Authorization to investigate the potential for extending sewer to each of these areas and provide information needed for PCWASA to make decisions on how to proceed with these projects.

#### Task 1 – Preliminary Design

ISE will complete schematic sewer designs for each of the three areas in consideration using available GIS data on PCWASA's collection system and topography for the city. Using the schematic designs, ISE will develop a preliminary cost estimate and evaluate any policy changes necessary for each extension.

ISE previously prepared schematic designs and cost estimates for extending public sewer to the Hippocket Road area, detailed in a technical memorandum dated April 3, 2018. The previous designs include a gravity collection system, a septic tank effluent pumping (STEP) system, and a combination of the two. As a part of this task, ISE will investigate other potential designs and provide updated cost estimates.

A gravity sewer design for the Huddleston Road area was completed by Arcadis in 1998. ISE provided a cost estimate for this design, included in the Wastewater Prioritization Plan completed in 2018. As part of this task, ISE will evaluate alternate sewer alignments and provide cost estimates for designs determined to be feasible.

ISE will also develop a schematic sewer design to serve existing and future developments along Peachtree Court and Governors Square. This sewer extension will ultimately connect to the Shiloh Mobile Home Park pump station.

#### Task 2 – Technical Memorandum

ISE will prepare a technical memorandum to outline the preliminary designs and cost estimates. The memorandum will include schematics of each design and a brief description of advantages and disadvantages of each sewer extension. The memorandum will address and outline the responsibilities of the homeowners and PCWASA.

#### Schedule:

ISE is ready to commence this work immediately upon receipt of proper authorization. The work will be complete within four weeks of approval.

#### Fee Estimate:

Task No.	Task Name	Contract Amount	Billing Type
1	Preliminary Design	\$ 6,625	Lump sum
2	Technical Memorandum	\$ 5,805	Lump sum
	TOTAL	\$ 12,430	

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*	

#### TERMS AND CONDITIONS

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

<u>Access to Site</u>: 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.

<u>Billings/Payment</u>: 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 Company, and without liability whatsoever to the Company, 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.

<u>Reimbursable Expenses</u>: 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 Company.

Indemnification: ISE shall indemnify and hold harmless Company and all of Company'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.

<u>Termination of Services</u>: This agreement may be terminated by written notice by either the Company or ISE should the other fail to perform its obligations hereunder. In the event of termination, the Company 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 Company for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Company's and Recipient's sole risk and without liability to ISE. Company 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 Company acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Company 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 Company 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 Company as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Company 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 Company 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 Company 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 Company 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 Company 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 Company is fully responsible for and assumes all risks associated with such conditions.

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

<u>Integration</u>: 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.

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

#### **UNIT RATES – 2021 BILLING RATES**

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$ 215.00
Principal	\$ 195.00
Sr. Project Manager	\$ 170.00
Project Manager	\$ 160.00
Project Engineer III	\$ 150.00
Project Engineer II	\$ 140.00
Project Engineer I	\$ 130.00
Engineer II	\$ 115.00
Engineer I	\$ 105.00
Sr. Environmental Scientist	\$ 145.00
Environmental Scientist	\$ 115.00
Sr. Professional Land Surveyor	\$ 140.00
Survey Crew (2-person)	\$ 145.00
Survey Crew (1-person)	\$ 120.00
Planner	\$ 95.00
Technician III	\$ 115.00
Technician II	\$ 95.00
Technician I	\$ 85.00
Administrative	\$ 65.00
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%