

Peachtree City Water & Sewerage Authority  
Regular Meeting  
Agenda  
Tuesday, June 21, 2022  
8:30 a.m.

I. Pledge of Allegiance

II. Public Comment

III. Minutes

April 19, 2022 - Regular Meeting Minutes

IV. Reports

A. Authority Members

B. General Manager

V. Memorandum from the City of Peachtree City, Georgia regarding ARPA Funds

VI. Budget Amendment

VII. Follow up to Long-Term Monitoring

VIII. MNGWPD Audit Assistance

IX. July 19, 2022 Meeting Cancellation

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

April 19, 2022

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, April 19, 2022, in the break room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Kim Learnard, Treasurer/Secretary Gretchen Caola, Board Member Phil Prebor, Board Member Frank Destadio, 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. Josh Thomas (Cpak Technology Solutions), Ms. Hope Larisey (ISE), Mr. Clay McEntire (J. Smith Lanier), and Mr. John Dufresne. Vice-Chairman Mike King was absent.

Ms. Learnard called the meeting to order at 8:31 am. The meeting began with the Pledge of Allegiance.

Ms. Learnard opened the meeting up for public comment. Mr. John Dufresne (resident in Preston Chase subdivision) commented that the Supreme Court has denied his petition and his case against the Authority has ended.

Ms. Learnard asked for a motion to approve the March 15, 2022 regular meeting minutes. Mr. Destadio made a motion to approve the March 15, 2022 regular meeting minutes, seconded by Mr. Prebor. Motion carried.

There were no reports from the Authority members. Mr. Prebor asked for elaboration on the Dufresne court case comment. Ms. Griffis stated the petition was denied for the Supreme Court to take up the John Dufresne versus the City of Peachtree City and the Peachtree City Water and Sewerage Authority case that has been pending for a couple of years.

Mr. Dan Davis provided a General Manager report. Mr. Dan Davis stated we are now in post-pandemic times and the public is now in the same room for the Board meeting. Mr. Dan Davis stated the break room furniture and setup will be changed in the coming months to better accommodate the Board meetings to include the public. Mr. Destadio asked why the Board meetings are not conducted in the conference room. Ms. Griffis stated there is a lack of sound proofing in the conference room and it was cost prohibitive to soundproof the room; sound proofing is necessary to protect the Executive Session conversations. Ms. Baer stated the new furniture and set-up will provide for multi-purpose use of the room. Mr. Prebor asked if there was continuing education courses available for the Board members. Ms. Baer will investigate continuing education opportunities.

Mr. McEntire discussed the property and casualty insurance renewal proposal from Travelers (item V), to be effective May 1, 2022. Mr. McEntire stated Travelers (the current carrier) provided a very fair renewal and was the most competitive in the marketplace. There was some discussion on the carrier ratings and the increase in cyber-crime/claims. Mr. Destadio made a motion to approve the Property, Crime, General Liability, Boiler & Machinery, Umbrella, Auto, Inland Marine, Employment Practices Liability, Public Entity Liability, Flood & Earthquake and CyberFirst Liability Insurance Coverage as presented, seconded by Ms. Caola. Motion carried.

Mr. Dan Davis discussed the 2022 Long-Term Monitoring Work Authorization. Ms. Larisey stated that quarterly long-term monitoring is required as part of the Watershed Protection Plan. Mr. Destadio asked why the Authority conducts the monitoring. Ms. Larisey stated that monitoring surface water is a

requirement of the Authority's NPDES permit. Mr. Destadio recommended the Authority (specifically Ms. Larisey) consult with Fayette County to see if they perform the same testing and to ensure we are not duplicating efforts. Mr. Prebor made a motion to approve the 2022 Long-Term Monitoring Work Authorization from ISE, seconded by Ms. Caola. Motion carried.

Ms. Shah presented the March 31, 2022 Quarterly Financial Update, stating the Authority is at the 50% mark in the year. Ms. Shah reviewed the data presented in the agenda attachment. Ms. Shah clarified that the attachment states the percentage into budget year is 25%, which will be corrected to 50%.

Ms. Learnard 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. Prebor and seconded by Mr. Destadio. Motion carried. The meeting was adjourned into Executive Session at 9:07 am.

The meeting was reconvened at 9:39 am.

Ms. Learnard asked for a motion to adjourn. The motion was made by Ms. Caola and seconded by Mr. Destadio. Motion carried. The meeting was adjourned at 9:39 am.

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Chairman – Kim Learnard

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Vice Chairman – Mike King

# CITY OF PEACHTREE CITY

## INTEROFFICE MEMORANDUM

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**TO:** Mayor and City Council

**VIA:** Jonathan N. Rorie, City Manager *JR*  
Paul Salvatore, Financial Services Director

**FROM:** Justin Strickland, Assistant City Manager/Public Services Director

**DATE:** February 1, 2022

**SUBJECT:** American Rescue Plan Funding Allocation  
*February 3, 2022 City Council Meeting*

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### **Recommendation:**

Staff recommends that Council allocate American Rescue Plan (ARP) federal funding for the federally approved spending categories listed below.

### **Discussion:**

The American Rescue Plan Act was passed by Congress on March 11, 2021. The portion of funding allocated for local governments is intended to help local responses to the health crisis, provide revenue loss relief, and/or invest in local infrastructure. The final rule for ARP is effective on April 1, 2022. The final rule provides guidance on approved uses of funds. Peachtree City has been allocated \$13,526,985.00. The funds must be allocated by December 21, 2024 and spent by December 31, 2026. The City has allocated and spent \$305,625 of ARP funding to date for an employee acknowledgement and wellness program.

Staff, after thorough research, is recommending the following allocations for the City of Peachtree City's remaining ARP funding of \$13,196,364.96:

- Water and Sewer Infrastructure: 50%
- Stormwater Infrastructure: 40%
- Contingency: 10%

### **Budget Impact:**

Fund appropriations will be for Fund 230, American Rescue Plan Fund.

# FY2022 BUDGET SUMMARY

FY2022 OPERATING			
	FY2022 Approved Budget	Proposed Increase	FY2022 Proposed Amended Budget
Revenues - Rate	9,380,470		9,380,470
Revenues - Fee	866,750	140,750	1,007,500
Operating Fund Revenues	10,247,220	140,750	10,387,970
Salaries, Wages, & Benefits	3,052,352	87,000	3,139,352
Materials, Supplies, & Services	3,595,642		3,595,642
Operation Expenditures*	6,647,993	87,000	6,734,993
Operating Surplus (Deficit)	3,599,227	53,750	3,652,977
Other Income (Expense)	0	0	0
Total Surplus (Deficit)	3,599,227	53,750	3,652,977
FY2022 CAPITAL SPENDING & DEBT SERVICE			
<i>Funding Source Capital Projects &amp; Debt Service</i>			0
Current Year Operating Surplus	3,599,227	53,750	3,652,977
American Rescue Plan Funding	0	575,000	575,000
Use of Reserve Fund for Capital Projects	1,100,000	(100,000)	1,000,000
Sub-Total	4,699,227	528,750	5,227,977
Debt Service Payment	2,749,787	0	2,749,787
Renewal & Extension (Annual: CIP, Electrical, Mechanical)	350,000	0	350,000
Capital & Project	1,418,865	475,000	1,893,865
Sub-Total	4,518,652	475,000	4,993,652
	180,575	53,750	234,325

7-YEAR CAPITAL IMPROVEMENT PLAN	2022	2023	2024	2025	2026	2027
<b>SOURCE OF FUNDS</b>						
American Rescue Plan (ARP) Funding	575,000	5,910,000	113,182			
Fund Balance	1,000,000	495,000	1,681,818	545,000	295,000	295,000
Operating Income - Current Year	318,865	300,000	300,000	300,000	300,000	300,000
<b>Total Source of Funds</b>	<b>1,893,865</b>	<b>6,705,000</b>	<b>2,095,000</b>	<b>845,000</b>	<b>595,000</b>	<b>595,000</b>
<b>CAPITAL PROJECTS</b>						
<b>COLLECTIONS SYSTEM</b>						
Pipeline Rehabilitation	100,000	500,000	500,000	500,000	500,000	500,000
Easement Clearing	50,000					
Pumps for Pump Station	300,000					
Highway 54 East Expansion	100,000					
Pump - Drake Field	35,000					
Cues Tractor & Camera	59,865					
Purchase Small Flush Truck/F250	150,000					
<b>ROCKAWAY PLANT</b>						
Site Preparation - Rockaway Site (water in parking lot)						
Install toe board on basins						
Replace Programmable Logic Controller (PLC) for Filters	50,000					
Replace VFDs						
Move Electrical/Redo Insulation						
Replace Plant Supervisory Control & Data Acquisition (SCADA)	100,000					
Replace Polymer System	50,000					
Plant Upgrades Due to New Permit			500,000			
Replace Basin Decant Valves	35,000					
Construct New Storage Building	60,000					
Leachate Seal						
Additional Filter/UV	55,000	2,045,000				
<b>TURNER PLANT</b>						
Replace failing actuators						
Replace Programmable Logic Controller (PLC) for Filters	50,000					
New Sidewalks	25,000	25,000	25,000	25,000	25,000	25,000
Investigate pond naturalization						
Replace Plant Supervisory Control & Data Acquisition (SCADA)	100,000					
New Aerator		150,000				
Building Renovations	20,000					
Replace Polymer System	50,000					
New Ultraviolet (UV) Units	35,000	1,265,000				
Demolition & Disposal of Reject Pond		350,000				
Plant Upgrades Due to New Permit			1,000,000			
Headwork Rehabilitation	50,000	1,950,000				
<b>ADMINISTRATION</b>						
Disaster Recovery Program	50,000	100,000				
Security/Fencing Improvements	100,000					
Veeam Cloud	13,500					
Blackpoint Software	10,000					
Office 365 Migration	12,000					
Line Creek Switch	8,500					
Synology Video Server	25,000					
Main Building Interior Remodel	25,000					
Contingency/Capital	120,000					
Contingency/IT	30,000					
<b>FLEET/MAINTENANCE</b>						
Trucks - Operation	25,000	70,000	70,000	70,000	70,000	70,000
Dump Trucks		250,000		250,000		
<b>LONG TERM PLANNING PROJECTS</b>						
Huddleston Road Sewer Line	TBD	TBD	TBD			
Biosolids Management		TBD	TBD			
Governor's Square Sewer Line		TBD	TBD			
Hip Pocket/Loblolly/Lake Peachtree Sewer Line		TBD	TBD			
<b>TOTAL PROJECT COSTS</b>	<b>1,893,865</b>	<b>6,705,000</b>	<b>2,095,000</b>	<b>845,000</b>	<b>595,000</b>	<b>595,000</b>
ARP Fund Projects	575,000	5,910,000	113,182			

**To:** Larry McNeil  
**Company:** Peachtree City Water & Sewerage Authority  
**Address:** 1127 Highway 74 South  
Peachtree City, GA 30269

**Date:** May 25, 2022  
**From:** Jason Ray, GISP  
**Copy to:** File

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**Project:** MNGWPD Audit Assistance

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***Background Information:***

Integrated Science & Engineering, Inc. (ISE) has prepared this Work Authorization (WA) to assist Peachtree City Water & Sewerage Authority (PCWASA) in maintaining compliance with the Metropolitan North Georgia Water Planning District (MNGWPD) Audit.

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***Scope of Work:***

**Task 1 – MNGWPD Audit Assistance**

Because PCWASA is a member of the district, EPD is conducting an audit to ensure that the PCWASA is in compliance with the applicable Action Items within the District Plan. ISE has a history of completing these audits for other local permittees. Once the comments have been reviewed, ISE will create an action item list with the best course of action to address each item. The following guidelines will be used when completing the audit:

- Locate previous audit files; ensure that the PCWASA has addressed everything that was required in both the audit and the good faith effort letters
- Locate Memoranda of Understanding (MOU) with adjacent entities, and update or create if necessary
- Locate (or create) all necessary ordinances and/or policies
- Provide proper documentation for every Action Item
- Reach out to EPD with questions
- Return audit on time

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***Schedule:***

The work described herein can be completed within 30-days of the notice to proceed.

# WORK AUTHORIZATION

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## ***Fee Estimate:***

Task No.	Task Name	Contract Amount	Billing Type
1	MNGWPD Audit Assistance	\$ 5,500	Hourly/NTE
TOTAL		\$ 5,500	

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.

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## ***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 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.

**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 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.

**Termination of Services:** 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.

**Construction Activities:** 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.

**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

## UNIT RATES – 2021/2022 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%