

# Agenda

**Spalding County**  
**Water and Sewage Facilities Special Meeting**  
**June 3, 2020**  
**10:30 AM**  
**119 E. Solomon St., Room 108**

**I. OPENING (CALL TO ORDER)**

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES

**II. INVOCATION**

**III. PLEDGE TO FLAG**

**IV. MOTION TO ADOPT AGENDA**

1. Motion to Adopt Agenda

**V. CITIZEN COMMENTS**

**VI. FINANCIAL REPORT**

**VII. WATER SUPERINTENDENT REPORT**

**VIII. OLD BUSINESS**

**IX. NEW BUSINESS**

1. Review of bids and award of contract for the Dundee Mill Village CDBG Sewer Project #1-Paragon Consulting Group.
2. Consider the request of Balijinder Singh to vary from the requirement to install a water main extension and fire hydrants for the construction of the 155 Liquor Store, located at 3430 N. McDonough Rd., Locust Grove, GA 30248.
3. Discussion of major capital expenditures for the Griffin Regional Water System over the past two decades. - Brant Keller, Public Works Director, City of Griffin
4. Consider approval of Draft Water Contract extension for submission to the City of Griffin.
5. Discuss Draft Water Sales Agreement
6. Discuss population estimates in the Flint River Basin.
7. Discuss the appointment of a Treasurer as referenced in the SCWA By-Laws.

**X. OTHER BUSINESS**

**XI. COUNTY MANAGERS COMMENTS**

**XII. AUTHORITY MEMBERS COMMENTS**

**XIII. CLOSED SESSION**

**XIV. ADJOURNMENT**



## SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY

### Motion to Adopt Agenda

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**Requesting Agency**

Spalding County Water Authority

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**Requested Action**

Motion to Adopt Agenda

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**



## SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY CDBG-Consider approval of bids

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**Requesting Agency**

Spalding County Water Authority

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**Requested Action**

Review of bids and award of contract for the Dundee Mill Village CDBG Sewer Project #1-Paragon Consulting Group.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

CDBG Grant of \$750,000.00 with the remainder from SCWA funds.


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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
 Dundee Mill Village CDBG Sewer Project Bid Results	5/28/2020	Backup Material

SPALDING COUNTY WATER & SEWERAGE FACILITIES AUTHORITY  
DUNDEE MILLS VILLAGE SEWER IMPROVEMENTS - PHASE I  
FY 2019 CDBG  
BID RESULTS  
MAY 26, 2020

				Crawford Grading & Pipeline, Inc.		Helix Group, Inc.		Lewis Contracting Services, LLC		McLeroy Equipment, LLC		RDJE, Inc.		Site Engineering, Inc.		Summit Construction & Development LLC	
Item	Description	Unit	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
GENERAL																	
1.	PAYMENT & PERFORMANCE BONDS	LS	1	\$15,800.00	\$15,800.00	\$15,000.00	\$15,000.00	\$34,680.00	\$34,680.00	\$16,000.00	\$16,000.00	\$18,000.00	\$18,000.00	\$20,000.00	\$20,000.00	\$21,250.00	\$21,250.00
2.	GENERAL CONDITIONS	LS	1	\$9,000.00	\$9,000.00	\$79,000.00	\$79,000.00	\$90,675.00	\$90,675.00	\$50,000.00	\$50,000.00	\$108,327.00	\$108,327.00	\$25,000.00	\$25,000.00	\$52,500.00	\$52,500.00
3.	CONSTRUCTION STAKING (LAYOUT) BY REGISTERED SURVEYOR	LS	1	\$5,400.00	\$5,400.00	\$9,500.00	\$9,500.00	\$14,642.75	\$14,642.75	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00
4.	AS-BUILT SURVEY PLAN BY REGISTERED SURVEYOR	LS	1	\$5,800.00	\$5,800.00	\$7,000.00	\$7,000.00	\$9,318.11	\$9,318.11	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$5,500.00	\$5,500.00
5.	SANITARY SEWER TESTING COMPLETE PER SPECIFICATIONS	LS	1	\$16,900.00	\$16,900.00	\$9,000.00	\$9,000.00	\$10,971.71	\$10,971.71	\$6,500.00	\$6,500.00	\$26,400.00	\$26,400.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
6.	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00	\$22,800.00	\$22,800.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$50,000.00	\$50,000.00	\$27,610.00	\$27,610.00
General Subtotal =					\$57,900.00		\$144,500.00		\$183,087.57		\$96,500.00		\$181,227.00		\$127,000.00		\$116,360.00
DEMOLITION/REMOVAL																	
7.	PAVEMENT CUT (CONCRETE OR ASPHALT, VARIOUS DEPTHS)	LF	6,958	\$3.00	\$20,874.00	\$2.50	\$17,395.00	\$5.40	\$37,573.20	\$3.50	\$24,353.00	\$3.00	\$20,874.00	\$4.00	\$27,832.00	\$1.50	\$10,437.00
8.	CONCRETE OR ASPHALT STREET DEMOLITION INCLUDING OFFSITE DISPOSAL (VARIOUS THICKNESSES)	SY	3,093	\$11.00	\$34,023.00	\$13.75	\$42,528.75	\$8.81	\$27,249.33	\$11.20	\$34,641.60	\$17.00	\$52,581.00	\$12.00	\$37,116.00	\$13.50	\$41,755.50
9.	CONCRETE CURB DEMOLITION INCLUDING SAW CUT & DISPOSAL	LF	400	\$7.00	\$2,800.00	\$12.00	\$4,800.00	\$4.99	\$1,996.00	\$5.80	\$2,320.00	\$14.00	\$5,600.00	\$10.00	\$4,000.00	\$2.75	\$1,100.00
10.	DRIVEWAY/SIDEWALK DEMOLITION, INCLUDING SAW CUT & DISPOSAL (VARIOUS THICKNESSES)	SF	1,800	\$4.00	\$7,200.00	\$5.50	\$9,900.00	\$2.86	\$5,148.00	\$1.25	\$2,250.00	\$15.00	\$27,000.00	\$4.00	\$7,200.00	\$1.50	\$2,700.00
11.	DEMOLITION OF EXISTING SEPTIC TANK PER SPECIFICATIONS, INCLUDING PUMPING	EA	48	\$1,400.00	\$67,200.00	\$3,050.00	\$146,400.00	\$1,347.89	\$64,698.72	\$1,350.00	\$64,800.00	\$2,500.00	\$120,000.00	\$1,500.00	\$72,000.00	\$1,250.00	\$60,000.00
Demolition/Removal Subtotal =					\$132,097.00		\$221,023.75		\$136,665.25		\$128,364.60		\$226,055.00		\$148,148.00		\$115,992.50
SANITARY SEWER																	
12.	8-INCH DUCTILE IRON PIPE SANITARY SEWER MAIN	LF	3,657	\$82.00	\$299,874.00	\$48.00	\$175,536.00	\$94.69	\$346,281.33	\$69.50	\$254,161.50	\$104.00	\$380,328.00	\$120.00	\$438,840.00	\$42.00	\$153,594.00
13.	4 FT. DIAMETER SANITARY SEWER MANHOLE INCLUDING RING/COVER (4FT. BASE SECTION)	EA	15	\$3,990.00	\$59,850.00	\$3,700.00	\$55,500.00	\$3,730.90	\$55,963.50	\$3,100.00	\$46,500.00	\$6,140.00	\$92,100.00	\$3,000.00	\$45,000.00	\$3,600.00	\$54,000.00
14.	ADDITIONAL VERTICAL FOOTAGE OF 4 FT. DIAMETER SANITARY SEWER MANHOLE	VF	62.00	\$180.00	\$11,160.00	\$2.00	\$124.00	\$156.04	\$9,674.48	\$250.00	\$15,500.00	\$240.00	\$14,880.00	\$300.00	\$18,600.00	\$275.00	\$17,050.00
15.	MANHOLE OUTSIDE DROP	EA	1	\$3,050.00	\$3,050.00	\$2,200.00	\$2,200.00	\$2,523.94	\$2,523.94	\$2,400.00	\$2,400.00	\$6,370.00	\$6,370.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
16.	6" SANITARY SEWER LATERAL COMPLETE WITH WYE & 6" CLEANOUT AT EASEMENT/ROW (UP TO 25 LF)	EA	48	\$1,760.00	\$84,480.00	\$1,700.00	\$81,600.00	\$680.58	\$32,667.84	\$2,200.00	\$105,600.00	\$990.00	\$47,520.00	\$1,000.00	\$48,000.00	\$1,950.00	\$93,600.00
17.	4" SANITARY SEWER LATERAL (FROM ROW TO HOUSE PLUMBING, INCLUDING 4-INCH CLEANOUTS)	LF	4,400	\$22.00	\$96,800.00	\$24.00	\$105,600.00	\$30.21	\$132,924.00	\$24.50	\$107,800.00	\$22.00	\$96,800.00	\$20.00	\$88,000.00	\$19.50	\$85,800.00
Sanitary Sewer Subtotal =					\$555,214.00		\$420,560.00		\$580,035.09		\$531,961.50		\$637,998.00		\$640,940.00		\$405,544.00
PAVEMENT																	
18.	CONCRETE PAVEMENT PATCH (PER PAVEMENT PATCH 'A' DETAIL)	SY	1,721	\$64.00	\$110,144.00	\$46.00	\$79,166.00	\$81.50	\$140,261.50	\$31.00	\$53,351.00	\$52.00	\$89,492.00	\$42.00	\$72,282.00	\$42.00	\$72,282.00
19.	1.5" 9.5MM ASPHALT OVERLAY	SY	6,135	\$37.00	\$226,995.00	\$13.50	\$82,822.50	\$21.60	\$132,516.00	\$12.15	\$74,540.25	\$12.00	\$73,620.00	\$18.00	\$110,430.00	\$10.90	\$66,871.50
20.	5-INCH TRAFFIC STRIPE, DOUBLE YELLOW	LF	2,110	\$3.00	\$6,330.00	\$2.70	\$5,697.00	\$3.60	\$7,596.00	\$2.50	\$5,275.00	\$5.00	\$10,550.00	\$10.00	\$21,100.00	\$1.10	\$2,321.00
21.	24-INCH STOP BAR, WHITE	LF	196	\$17.00	\$3,332.00	\$16.00	\$3,136.00	\$14.40	\$2,822.40	\$11.50	\$2,254.00	\$14.00	\$2,744.00	\$30.00	\$5,880.00	\$9.50	\$1,862.00
Pavement Subtotal =					\$346,801.00		\$170,821.50		\$283,195.90		\$135,420.25		\$176,406.00		\$209,692.00		\$143,336.50
EROSION CONTROL																	
22.	INLET PROTECTION (Sd2-P)	EA	7	\$225.00	\$1,575.00	\$150.00	\$1,050.00	\$324.00	\$2,268.00	\$250.00	\$1,750.00	\$230.00	\$1,610.00	\$250.00	\$1,750.00	\$165.00	\$1,155.00
23.	SEWER LATERAL RENEWAL EROSION CONTROL INCLUDING PERMANENT GRASSING & MULCH	EA	48	\$1,800.00	\$86,400.00	\$200.00	\$9,600.00	\$648.00	\$31,104.00	\$500.00	\$24,000.00	\$120.00	\$5,760.00	\$200.00	\$9,600.00	\$275.00	\$13,200.00
24.	TYPE "C" SILT FENCE INCLUDING MAINTENANCE AND REMOVAL (Sd1-NS)	LF	400	\$6.50	\$2,600.00	\$5.50	\$2,200.00	\$4.60	\$1,840.00	\$6.50	\$2,600.00	\$8.00	\$3,200.00	\$4.00	\$1,600.00	\$3.25	\$1,300.00
25.	PERMANENT GRASSING INCLUDING MULCH	SF	6,000	\$4.00	\$24,000.00	\$2.25	\$13,500.00	\$2.27	\$13,620.00	\$2.00	\$12,000.00	\$1.00	\$6,000.00	\$2.00	\$12,000.00	\$0.45	\$2,700.00
Erosion Control Subtotal =					\$114,575.00		\$26,350.00		\$48,832.00		\$40,350.00		\$16,570.00		\$24,950.00		\$18,355.00

Item	Description	Unit	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
MISCELLANEOUS																	
26.	REMOVE/REINSTALL/ADJUST FENCE FOR SEWER LATERAL INSTALLATION	EA	30	\$1,000.00	\$30,000.00	\$475.00	\$14,250.00	\$480.00	\$14,400.00	\$750.00	\$22,500.00	\$710.00	\$21,300.00	\$200.00	\$6,000.00	\$250.00	\$7,500.00
27.	DRIVEWAY/SIDEWALK CONCRETE (4-INCH THICKNESS)	SY	1,800	\$6.00	\$10,800.00	\$4.50	\$8,100.00	\$7.20	\$12,960.00	\$4.25	\$7,650.00	\$19.00	\$34,200.00	\$5.00	\$9,000.00	\$3.75	\$6,750.00
28.	6" CONCRETE CURB REPLACEMENT	LF	400	\$25.00	\$10,000.00	\$21.00	\$8,400.00	\$26.40	\$10,560.00	\$18.00	\$7,200.00	\$46.00	\$18,400.00	\$40.00	\$16,000.00	\$16.50	\$6,600.00
29.	TRENCH ROCK	CY	150	\$150.00	\$22,500.00	\$100.00	\$15,000.00	\$390.00	\$58,500.00	\$50.00	\$7,500.00	\$120.00	\$18,000.00	\$200.00	\$30,000.00	\$18.33	\$2,749.50
30.	ADDITIONAL #57 STONE (IF NEEDED)	TN	100	\$45.00	\$4,500.00	\$40.00	\$4,000.00	\$36.11	\$3,611.00	\$45.00	\$4,500.00	\$33.00	\$3,300.00	\$40.00	\$4,000.00	\$38.00	\$3,800.00
Miscellaneous Subtotal =					\$77,800.00		\$49,750.00		\$100,031.00		\$49,350.00		\$95,200.00		\$65,000.00		\$27,399.50
							\$1,033,005.25		\$1,331,846.81		\$981,946.35		\$1,333,456.00		\$1,215,730.00		\$826,987.50
ALTERNATE NO. 1																	
A1.1	DEDUCT: CONCRETE PAVEMENT PATCH (PER PAVEMENT PATCH 'A' DETAIL)	SY	-940	\$64.00	-\$60,160.00	\$46.00	-\$43,240.00	\$66.00	-\$62,040.00	\$29.00	-\$27,260.00	\$52.00	-\$48,880.00	\$42.00	-\$39,480.00	\$42.00	-\$39,480.00
A1.2	DEDUCT: 1.5" 9.5MM ASPHALT OVERLAY	SY	-6,135	\$37.00	-\$226,995.00	\$13.00	-\$79,755.00	\$12.00	-\$73,620.00	\$12.15	-\$74,540.25	\$12.00	-\$73,620.00	\$18.00	-\$110,430.00	\$10.90	-\$66,871.50
A1.3	ADD: ASPHALT STREET PATCH (PER PAVEMENT PATCH 'B' DETAIL)	SY	940	\$75.00	\$70,500.00	\$65.00	\$61,100.00	\$104.40	\$98,136.00	\$46.00	\$43,240.00	\$70.00	\$65,800.00	\$70.00	\$65,800.00	\$52.90	\$49,726.00
Alternate No. 1 Subtotal =					-\$216,655.00		-\$61,895.00		-\$37,524.00		-\$58,560.25		-\$56,700.00		-\$84,110.00		-\$56,625.50
							\$971,110.25		\$1,294,322.81		\$923,386.10		\$1,276,756.00		\$1,131,620.00		\$770,362.00



## SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY

### Request for Variance-Hwy 155 Liquor Store

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#### Requesting Agency

Spalding County Water Authority

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#### Requested Action

Consider the request of Balijinder Singh to vary from the requirement to install a water main extension and fire hydrants for the construction of the 155 Liquor Store, located at 3430 N. McDonough Rd., Locust Grove, GA 30248.

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#### Requirement for Board Action

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#### Is this Item Goal Related?

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#### Summary and Background

Current wording in specifications requires the installation of approximately 1500 feet of water main and three fire hydrants to construct a 7000 square foot building and the Henry/Spalding County line. Estimated cost to applicant is \$89,000 for an 8 inch line with 3 huydrants.

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#### Fiscal Impact / Funding Source

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#### STAFF RECOMMENDATION

Grant of variance as this line would be an extension of the water main (currently 12 inch) that could eventually connect to Henry County for an additional water source and would need to be sized appropriately. Variance would also require applicant to connect to the Authority's water system in lieu of a private well as allowed by current policy.

#### ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Request for Variance-Hwy 155 Liquor Store	3/5/2020	Backup Material

2/17/2020

Dave Lamb, Chairman  
Spalding County Water Authority  
119 E. Solomon Street  
Griffin, Ga. 30224

RE: 155 Liquor Store – Fire Protection

Dear Mr. Lamb,

Brothers Ghotra, LLC respectfully requests a waiver of the requirement for a hydrant and water main extension in front of the site located on the east side of Hwy. 155 at the northern border of Spalding County and adjacent Henry County. The site is located approximately 1,530 linear feet north of the existing hydrant and termination of the existing 12" water main located on the east side of Highway 155.

The proposed development will be a 7,000 s.f. Liquor Store and it will have a single bathroom designated for employees only. The restroom is planned to be serviced by an on-site sewerage system and a well. The well construction would be installed in lieu of the required 1,530 l.f., 8" D.I.P., and associated appurtenances needed to extend the existing 12" main north to the front of the parcel.

The attached construction estimate from Crawford Grading and Pipeline, Inc. shows the financial burden that the water main extension would add to the cost of the project. Brothers Ghotra, LLC would like permission from the Spalding County Water Authority to install the well for water service in lieu of the water main extension.

Brothers Ghotra, LLC

Baljinder Singh  
609 North Expressway  
Griffin, Ga. 30223  
574-340-0676 - 574 229 0046  
Harry.ghotra1989@yahoo.com





(770) 927-0413 Office (770) 927-2533 Fax  
1505 Dunlap Road, Luthersville, GA 30251  
www.crawfordgrading.com

# Proposal

**Submitted To:** Harry Ghotra  
**Brothers Ghotra, LLC**  
[harry.ghotra1989@yahoo.com](mailto:harry.ghotra1989@yahoo.com)  
574-340-0679 Cell

**Date:** 02-13-2020

Job Name	Job Location	Plan Information
155 Liquor Store	Spalding County, Ga	Feb-20

## WATER MAIN INSTALL

Description	Qty	Unit of Measure
8" DIP CL-50	1,530	LF
TIE ONTO EXISTING 12" MAIN	1	EA
FIRE HYDRANT COMPLETE	3	EA
8" MJ CAP	1	EA
8" MJ GATE VALVE	1	EA
ASPHALT DRIVE REPAIR 15' X 20'	2	EA
GRASSING	1	LS
TESTING	1,530	LF
TRACER WIRE	2,000	LF
BLOCKING	4	CUYD
TRAFFIC CONTROL	4	CUYD

**PROJECT TOTAL- \$89,000.00**



**PROJECT NOTES:**

1. ALL DITCHES WILL BE BACKFILLED WITH PREVIOUSLY EXCAVATED MATERIAL.

**Notes:**

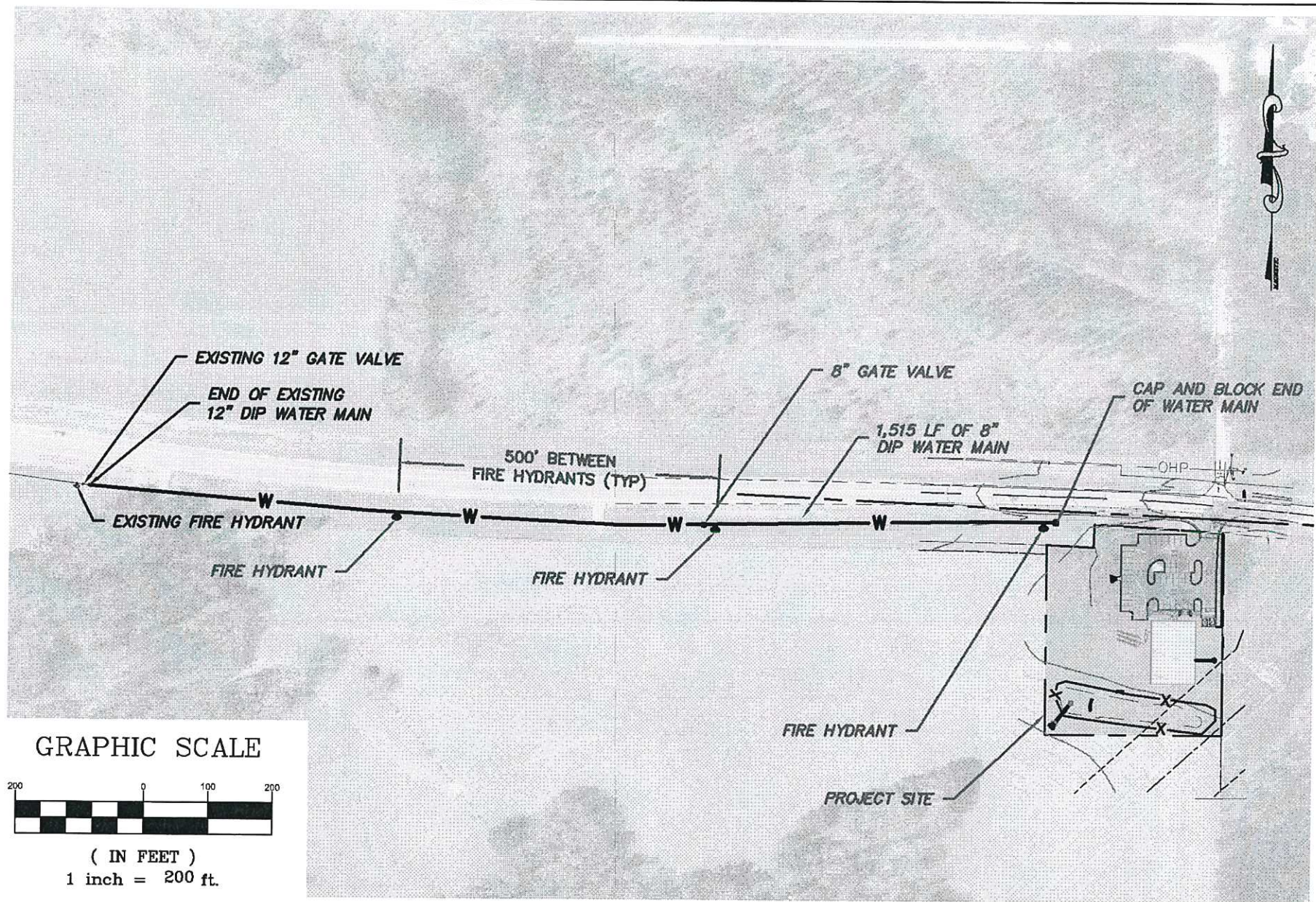
Price does not include permits, bonds, license, engineering, staking, surveying, silt fence, clearing, landscaping, pavement, curb or sidewalk replacement unless noted above. Rock Excavation is \$60.00 per Cubic Yard. Minimum Rock Excavation Fee is \$2,500.00

If any additional testing or any intermediate testing is required, then an additional fee will be charged.

This Proposal may be withdrawn if not accepted within 30 days.

To accept this quotation, sign here and return: \_\_\_\_\_





# GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

**PARAGON**  
CONSULTING GROUP  
850 airport road griffin, georgia 30224  
phone (770) 412-7700 fax (770) 412-7744

**BROTHER GHOTRA LLC**  
3430 N. MCDONOUGH RD. GRIFFIN, GA 30223  
LAND LOT 147, 2nd DISTRICT, SPALDING COUNTY  
GPS: 33.33583 N, 84.17685 W

Drawn By:  
SNB

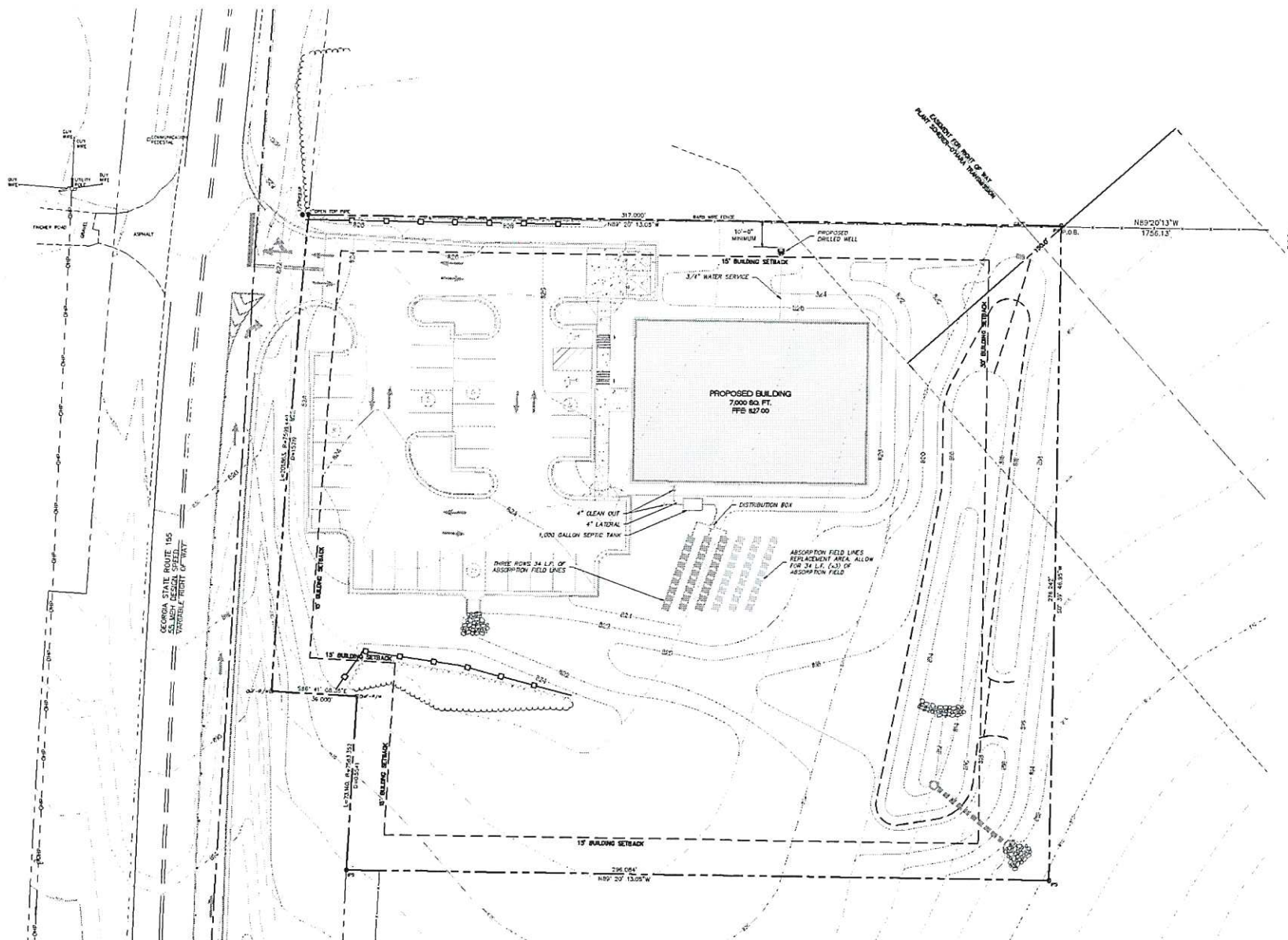
Checked By:  
CNP

Issue Date:  
FEB 2020

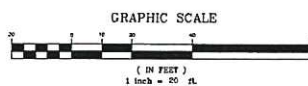
Project No.  
19046.00

1





# UTILITY PLAN



## ONSITE SEWAGE CALCULATIONS

\*NOTE: NO PUBLIC RESTROOM.  
3 EMPLOYEES AT 25 GPD PER EMPLOYEE = 75 GPD  
1.55 PERC COEFFICIENT FOR 60 MIN/INCH  
1.55 PERC \* 75 GPD = 116.2 SQ. FT. OF ABSORPTION FIELD  
116.2 SQ. FT. / 3 L.F. = 38.7 L.F. OF ABSORPTION LINE  
MINIMUM OF 100 L.F. OF ABSORPTION LINE  
3 ROWS AT 34 L.F. = 102 L.F. OF ABSORPTION LINE

NOTE: CONTRACTOR IS RESPONSIBLE FOR ALL PERMIT AND TAP FEES.

No.	Revisions	Date

## SITE DEVELOPMENT PLANS FOR HIGHWAY 155 LIQUOR STORE

LOCATED IN LANDLOT 147 OF: THE 2nd DISTRICT, SPALDING COUNTY

The client acknowledges that these documents are the work product of Paragon Consulting Group, Inc. and are the property of Paragon Consulting Group, Inc. These documents shall not be used or modified in any way without the prior written authorization of Paragon Consulting Group, Inc.

SHEET:

SITE UTILITY PLAN

LICS #: PER004167



Project No. 19046.00 Issue Date: 01/13/2020  
Drawn By: SMH Checked By: CNP

6  
SHEET 6 OF 24



## SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY Major Capital Expenditures

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**Requesting Agency**

County Manager

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**Requested Action**

Discussion of major capital expenditures for the Griffin Regional Water System over the past two decades. - Brant Keller, Public Works Director, City of Griffin

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

At our last meeting, Chairman Lamb asked the City to provide a historical rate sheet with key events dating back approximately 20 years in order for the Authority members to better understand "debt removed and debt added".

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION****ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Historical Summary	5/29/2020	Backup Material

## Historical Summary of Activities/Cost for Water System

(Numbers Rounded and Approximate - Major Events)

Year	Event	Cost
1993-1996	Pre Engineering for Regional Water Supply	\$ 2,950,000
2002-2005	Construction of Still Branch Regional Water Supply	\$ 44,900,000
2008	Dam Seepage Repair - Still Branch	\$ 347,000
2012	Heads Creek Wingwall	\$ 275,000
	Heads Creek Sediment Disposal Site	\$ 177,000
2013	19/41 Line Relocation	\$ 125,000
	16" Valves Replacement -Simmons	\$ 120,000
	Hwy 16 Line Relocation	\$ 100,000
2014	Simmons Assessment	\$ 195,000
	Heads Creek Pump Station Assessment	\$ 50,000
	Raw Water Main Assessment	\$ 45,000
	Paint Simmons	\$ 85,000
	Still Branch Upgrade 12mgd	\$ 6,100,000
	Relocation Water Mains GDOT	\$ 245,000
2015	Simmons Chlorite Tank	\$ 58,000
	Still Branch Pump Rebuild Reservoir	\$ 75,000
	Paint Clear Well Still Branch	\$ 30,000
	Heads Creek Bathymatic Survey	\$ 375,000
	2015-2020 PLC's Still Branch	\$ 250,000
2016	Water Model	\$ 272,000
	HSP Pump Still Branch Replace	\$ 405,000
	Floc Boards Simmons	\$ 60,000
	Still Branch Reservoir Pumps	\$ 330,000
2017	HSP Pump Still Branch Replace	\$ 330,000
2018	Flint River Pump Station Replacement	\$ 8,275,000
	Backwash Pumps - Scrubbers Still Branch	\$ 200,000
	Rebuild Pump Simmons	\$ 100,000

2019-2020	Heads Creek ATS Switch	\$	150,000
	Rebuild Pump Simmons	\$	75,000
2021	Back Pump Replacement Still Branch	\$	500,000
	Still Branch Press	\$	2,000,000
	Simmons Press	\$	1,875,000
	Still Branch Emergency Power	\$	3,000,000
	Heads Creek Dam Weir	\$	7,000,000

NOTES:

- 1 \$50,000 was used for overall review many pump rebuild less than 50K
- 2 2003-2005 mass meter change out of traditional read meters \$1,500,000
- 3 AMI/AMR meter program is \$500,000 year
- 4 Tank Maintenance Program Avg. 125K per year

**William Wilson Jr.**

---

**From:** Charlie Tillman  
**Sent:** Friday, May 29, 2020 12:39 PM  
**To:** William Wilson Jr.  
**Subject:** FW: Historical Rate Sheet  
**Attachments:** Historical Summary Regional Water System.xlsx

William,  
Brant provided the information that was requested by Gwen and Dave at the last meeting. Do you want to add this on the July agenda?

Please advise.

Thanks,  
Charlie

**From:** Brant D. Keller PhD <BKeller@cityofgriffin.com>  
**Sent:** Friday, May 29, 2020 12:36 PM  
**To:** Charlie Tillman <ctillman@spaldingcounty.com>  
**Subject:** RE: Historical Rate Sheet

Assume I will be on agenda to present. There is a lot of filling in the lines.

**Brant Keller**  
Public Works | Director

**From:** Charlie Tillman <ctillman@spaldingcounty.com>  
**Sent:** Thursday, May 28, 2020 2:59 PM  
**To:** Brant D. Keller PhD <BKeller@cityofgriffin.com>  
**Cc:** Brandon M. Lewis <blewis@cityofgriffin.com>  
**Subject:** Historical Rate Sheet

**EXTERNAL EMAIL - Please use caution and proper judgement.**

Brant,  
At our last meeting, Chairman Lamb asked if you could provide a historical rate sheet with key events dating back approximately 20 years in order for the Authority members to better understand "debt removed and debt added". I have been asked to contact you regarding the status of that information.  
Kindly advise.

Sincerely,

*Mrs. Charlie Tillman*  
*Administrative Assistant*  
*Spalding County Community Development*  
*119 E. Solomon Street, Room 203*  
*Griffin, GA 30223*



(770) 467-4208 office

(770) 467-4281 fax

[ctillman@spaldingcounty.com](mailto:ctillman@spaldingcounty.com)

[www.spaldingcounty.com](http://www.spaldingcounty.com)



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## SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY

### Consider Extension of Current water contract

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**Requesting Agency**

Spalding County Water Authority

---

**Requested Action**

Consider approval of Draft Water Contract extension for submission to the City of Griffin.

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

---

**Summary and Background**

Due to stall in negotiations brought about by COVID 19 and other circumstances an extension is in order.

---

**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval of 5 year extension.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Amendment-Extension of Current Contract	5/14/2020	Backup Material

AMENDMENT TO WATER SALES AGREEMENT  
AND INTERGOVERNMENTAL CONTRACT DEFINING THE RELATIONSHIP  
BETWEEN THE CITY OF GRIFFIN, GEORGIA, COUNTY OF SPALDING,  
GEORGIA AND SPALDING COUNTY WATER AND SEWERAGE FACILITIES  
AUTHORITY

WHEREAS, the City of Griffin, Georgia, a municipal corporation (hereinafter referred to as "the City"), the County of Spalding, a political subdivision of the State of Georgia (hereinafter referred to as "the County") and the Spalding County Water and Sewerage Facilities Authority, a public corporation created by Georgia Laws 1982, p. 4987, as amended by Georgia Laws 1988, p. 4822 and Georgia Laws 1993, p. 4863 (hereinafter referred to as the "Authority") entered into a Water Sales Agreement dated December 13, 1995 as amended, and;

WHEREAS, said contract will expire at midnight on December 31, 2020, and;

WHEREAS, the parties hereto wish to extend the existing contract until midnight of December 31, 2025, unless terminated by agreement of the parties hereto prior to December 31, 2025, and;

NOW, THEREFORE, the undersigned parties agree that Article 2 of the Water Sales Agreement and Intergovernmental Contract Defining the Relationship Between the City of Griffin, Georgia, County of Spalding, Georgia and Spalding County Water and Sewerage Facilities Authority dated December 13, 1995 is amended as follows:

By extending the Term of Agreement from midnight on December 31, 2020 to midnight on December 31, 2025, unless terminated by agreement of the parties hereto prior to December 31, 2025.

The parties hereto agree that said Amendment shall become effective upon the execution of this Amendment and that all other terms and conditions of the Water Sales Agreement dated December 13, 1995 shall remain in full force and effect.

This \_\_\_ day of \_\_\_\_\_, 2020.

CITY OF GRIFFIN, GEORGIA (Seal)

\_\_\_\_\_  
Cynthia Reid Ward, Chairman

Attest:

\_\_\_\_\_  
Kenny L. Smith, Secretary

COUNTY OF SPALDING (Seal)

\_\_\_\_\_  
Rita Johnson, Chairman

Attest:

\_\_\_\_\_  
William P. Wilson, Jr., County Clerk

SPALDING COUNTY WATER AND  
SEWERAGE FACILITIES  
AUTHORITY (Seal)

\_\_\_\_\_  
Dave Lamb, Chairman

Attest:

\_\_\_\_\_  
William P. Wilson, Jr., Secretary



## SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY Review Draft Water Contract

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**Requesting Agency**

Spalding County Water Authority

---

**Requested Action**

Discuss Draft Water Sales Agreement

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**Requirement for Board Action**

---

**Is this Item Goal Related?**

---


**Summary and Background**

---

**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION****ATTACHMENTS:**

Description	Upload Date	Type
 Draft Water Contract Clean Copy	5/28/2020	Backup Material

STATE OF GEORGIA,  
COUNTY OF SPALDING.

**WATER SALES AGREEMENT**  
**AND INTERGOVERNMENTAL AGREEMENT DEFINING THE**  
**RELATIONSHIP BETWEEN THE CITY OF GRIFFIN, GEORGIA,**  
**AND THE**  
**SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY**

**THIS AGREEMENT**, made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF GRIFFIN, a Georgia municipal corporation (hereafter referred to as the “City”), and the SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY, a public corporation created by Georgia Laws 1982, p. 4987, and amended by Ga. Laws 1988, p. 4822 and Ga. Laws 1993, p. 4863 (hereafter referred to as the “Authority”), provides as follows:

**WHEREAS**, the City, pursuant to its Charter and general laws, is empowered to own, operate, extend, and maintain a system of water supply, treatment, and distribution lines within and without its municipal boundaries, and by virtue of such authority owns and operates both a retail system of water supply, treatment and distribution throughout said City, and in portions of unincorporated Spalding County, and owns and operates a wholesale system of water supply and production which currently serves various water distribution systems, including but not limited to the Spalding County Water and Sewerage Facilities Authority System, the Coweta County Water System, municipal water systems in Pike County operated by the cities of Zebulon, Williamson and Concord, with occasional sales of treated drinking water to the counties of Butts and Lamar;

**WHEREAS,** the parties, together with the COUNTY OF SPALDING on December 13, 1995, entered into a Water Sales Agreement and Intergovernmental Contract, commencing January 1, 1996 and terminating on December 31, 2020 (hereafter referred to as the “1995 Agreement”). Under the terms of said 1995 Agreement, there was to be no early termination unless the governing bodies of all parties first mutually agree and resolve that termination was in the mutual best interest of all parties;

**WHEREAS,** by authorizing the approval and execution of this Agreement (hereafter referred to as “this Agreement”, or the “2020 Agreement”), the parties, through their governing bodies, find and conclude it is in the mutual best interest of all parties hereto, to terminate the 1995 Agreement, effective at 12:00 p.m. on March 31, 2020, and to enter into a new Water Sales Agreement and Intergovernmental Contract, effective at 12:01 a.m. on April 1, 2020 , for a fifteen (15) year term to run through and to include December 31, 2035 , which 2020 Agreement shall, in all material respects modify and amend the 1995 Agreement, as of the 2020 Agreement’s effective date, and define and govern the relationship between the parties for the stated term thereof, as the successor thereto; provided, however, the 1995 Agreement shall continue in effect and survive the entry of the 2020 Agreement until such time as all services, payments, and obligations incurred thereunder are fully performed, delivered, and payment has been made accordingly; and

**WHEREAS,** the City of Griffin has established a Water Model dated \_\_\_\_\_, 19\_\_\_\_, as amended from time to time, and the parties hereto desire that this Water Model be incorporated herein and made a part of this Agreement; and

**WHEREAS**, the County, pursuant to Article IX, Section II, Paragraph III of the 1983 Constitution of the State of Georgia and general laws enacted pursuant thereto, is empowered to own and operate a water distribution system in unincorporated Spalding County. The Authority is a public corporation or limited local government created for the purpose of acquiring, constructing, equipping, maintaining and operating water supply, treatment, and distribution facilities within its statutorily defined special district, being comprised of unincorporated Spalding County, pursuant to which said Authority in 1987 undertook to operate the Spalding County Water and Sewerage Facilities Authority Water System.

**NOW, THEREFORE, IN CONSIDERATION OF THE SUM OF \$10 PAID BY THE AUTHORITY TO THE CITY, AND OTHER GOOD AND VALUABLE CONSIDERATION, MUTUAL COVENANTS, WARRANTIES, AND PROMISES HEREIN MADE, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH ARE MUTUALLY ACKNOWLEDGED, THE PARTIES AGREE TO BE BOUND, EACH UNTO THE OTHER, AS FOLLOWS:**

**ARTICLE I**  
**LEGAL AUTHORITY**

This writing shall constitute a binding, legal contract, valid and enforceable against all parties whose signatures shall appear in execution thereof, in accordance with the terms and conditions hereinafter set forth, under the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, known as the “Intergovernmental Agreements” clause. Payment obligations set forth and established herein shall constitute a general obligation of the party affected to which its full faith and credit is hereby pledged. Each of the parties covenant that it legally exists, has the requisite

legal authority to provide the services contracted, has adequate and ample legal authority to perform the services contracted or to contract for such services, has adequate fiscal capability and staffing to utilize and provide such services, and otherwise to do all things necessary, convenient, desirable and expedient to carry out and perform the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately fund and carry out such undertakings, including expressly, but without limitation, the power to establish, levy and enforce collection of reasonable rates, fees and charges for the operation of its respective water supply, treatment and distribution system and the services contemplated by this agreement. The parties further covenant and agree to cooperate fully with one another in the joint undertakings required to further the spirit and intent of the agreement herein made, including defending this agreement as valid, binding and enforceable in any proceeding in which it may be in issue, including future bond validation proceedings filed by any party.

The parties covenant and agree they have fully performed all conditions precedent to execution of this 2020 Agreement, including obtaining the requisite authority to approve and execute the agreement by resolution of their governing bodies, obtaining any required review and approval in advance of execution by any officer, attorney, or agent of the governing body, and by causing a fully executed original thereof, with the party's corporate seal affixed, to be spread upon the Minutes of the meeting at which approved. Any and all objections or defenses of a procedural or technical nature to the validity and authenticity of this Agreement, or its admissibility in any legal or administrative proceeding are hereby waived.



By entering into this agreement, the parties agree that the City acquires no property rights or ownership interest in the facilities or water system of the Authority, and the Authority acquires no property rights or ownership interest in the facilities or water system of the City.

## **ARTICLE II**

### **TERM OF AGREEMENT**

This Agreement shall become effective at 12:01 a.m. on April 1, 2020 and shall terminate at Midnight on December 31, 2035 ; provided, however, notwithstanding the foregoing, for the purposes of Article VI, EXTRATERRITORIAL WATER SALES BY CITY, the term of the covenants made by the Authority therein shall run for a term coinciding with the longest water sales agreement between the City and a water system operator outside of Spalding County, or for a term not to exceed fifty (50) years from the effective date of this Agreement, whichever is less. It is expressly agreed that there shall be no early termination of this Agreement during the term stated unless all parties first mutually find and agree that termination of this 2020Agreement would be in the mutual best interest of all parties. Unilateral notification of termination or intent to terminate from future performance of the obligations hereby imposed for the full term stated shall not be effective or binding.

## **ARTICLE III**

### **SALE OF WATER TO AUTHORITY**

Throughout the term of this Agreement, the City will be the primary provider of treated drinking water for the Spalding County Water & Sewerage Facilities Authority Water System. “Primary Provider” shall be defined as providing greater than 50% of the treated drinking water required by the Spalding County Water & Sewerage Facilities

Authority. The City shall be obligated to furnish all treated water requirements of the Spalding County Water & Sewerage Facilities Authority ,except for treated drinking water sold by the Henry County Water & Sewer Authority exclusively to serve that portion of the Heron Bay Subdivision located in Spalding County, as authorized by the Water Master Plan 2010-2050, heretofore adopted by the parties.

In order to establish objectively the Authority's water supply needs, the parties agree to jointly plan future needs of the Spalding County Water & Sewerage Facilities Authority Water System, including: (a) adoption of a timetable reflecting anticipated increased demands; and (b) periodic updates to water rates based on projected needs and usage by the City and the Authority. The City and the Authority or their designated representatives shall be required to meet together no less than twice annually prior to the beginning of the next fiscal year for the purpose of establishing the projected need for water supply, system maintenance and capital improvements for the next fiscal year, to include the use of funds paid to the City by the Authority for system maintenance and capital improvements.

If at any time the City of Griffin is unable to perform its obligations under this Agreement, the Authority has the right to obtain water from any other available source and shall not pay the City of Griffin for water not provided as required by this Agreement. If the City of Griffin is unable to perform its obligations under this Agreement for more than 20 consecutive days, the Authority shall be allowed to terminate this Agreement for cause without penalty.

#### **ARTICLE IV** **SALES PRICE**

(a) The Authority agrees to pay the City for all water purchased for use by the Spalding County Water System, based upon the reading of meters as hereinafter set forth, pursuant to the pricing formula attached hereto as Exhibit “A”, which by reference is incorporated herein and made a part hereof. For illustrative purposes, attached hereto as Exhibit “B” is a *pro forma* example calculating the rate to be used for water sold during calendar year 2018, using actual audited cost for FY18 (ending June 30, 2018) .

(b) Future rate adjustments shall be made annually, effective as of January 1 of the ensuing calendar year, based upon the most recent fiscal year-end audit of the City; in the event audited financial data is unavailable to impose new rates by January 1, not less than 30 days’ notice of the new rate shall be given, in writing, to the Authority, stating the date on which the new rate shall become effective.

(c) During and throughout the term of this Agreement, all water customers connected onto the Spalding County Water & Sewerage Facilities Authority Water System shall be individually metered. Temporary customers shall be issued meters by the City on the same terms and conditions as its temporary customer policy provides. The parties acknowledge that some “unmetered water use” may occur, for main breaks, fire-fighting, construction of system improvements, and flushing hydrants for system maintenance. The Authority shall estimate its amount of unmetered water loss monthly and report to the City, in writing, for compliance with the State Water Plan. The parties agree to take all reasonable and necessary measures to prevent unauthorized, unmetered water use, including as necessary prosecution of violators for theft of utilities. The parties further

agree that no customer shall be entitled to receive “free” water from the Spalding County Water System. Unmetered water is determined by each Spalding County Department by the use of hydrant meters or by using engineering pipe calculations for determining the usage in water line flushing, culvert cleaning, fire fighting and training, and any other usage not individually metered in accordance with the AWWA Manual 36 - Water Audits and Loss Control Programs Manual of Water Supply Practices.

**ARTICLE V**  
**EXTRATERRITORIAL WATER SALES BY CITY**

The City has entered into written water supply agreements with jurisdictions outside of Spalding County under which treated drinking water is sold, at wholesale rates, to supply such jurisdiction(s) public water system on a requirements basis; the City contemplates it may enter into similar contracts in the future with other water systems outside of Spalding County. To facilitate such sales, the Authority agrees and consents that the City shall have the right to sell treated drinking water to wholesale customers, pursuant to water supply agreements, outside of Spalding County, by distribution through lines of the Spalding County Water & Sewerage Facilities Authority Water System to an agreed metering point or points on or near the Spalding County boundary, and shall pay to the Authority a transmission fee of 2.0% of the sales value for the metered water for the use of its lines. To the extent necessary for the City to satisfy the requirements and meet the terms of such contracts, the Authority recognizes that the term of such contracts may extend beyond the stated fifteen (15) year term of this Agreement. It is therefore agreed that for the purposes of this Article alone, the Parties shall enter into separate written agreements for the transmission of water which may continue for a longer term than provided in this Agreement.

**ARTICLE VI**  
**OPERATION OF THE SPALDING COUNTY WATER AND SEWERAGE**  
**FACILITIES AUTHORITY WATER SYSTEM**

(a) Throughout the term of this Agreement, the City shall operate and maintain the Spalding County Water & Sewerage Facilities Authority Water System and said system shall remain interconnected with the City Water System in order that both may be operated as an integral system. The Authority shall be responsible to obtain and maintain at all times a proper permit from the Georgia Department of Natural Resources, Environmental Protection Division (hereafter referred to as “Georgia EPD”), to operate a water distribution system and shall meet all applicable laws and regulations pertaining thereto; the City shall coordinate and cooperate with the Authority in this regard.

(b) If it should ever be determined by both governing bodies of the parties that it is in the mutual best interest of the parties to disconnect the systems, the cost of disconnection shall be borne equally by the City and Authority; however, each party shall bear their own cost to reconfigure their respective systems.

(c) As used in this Article, the term “operate and maintain” shall not require the City to extend, relocate, make major repairs to, replacement of, or upgrade any facilities of the Spalding County Water & Sewerage Facilities Authority Water System, including water lines that have become unserviceable due to age or physical obsolescence, or where existing lines are insufficient to meet present or future requirements and customer demand. The Authority shall maintain and repair or replace all its elevated water tanks, at no cost to the City. The Authority shall install, at their own expense, tanks, booster pumps and chlorine injector stations, at no cost to the City, as required by the City’s current water model as amended , from time to time; the City shall operate and maintain these booster

pumps and chlorine injector stations in accordance with permit requirements for residual chlorination of the system. The parties shall refrain from operating their tanks, pumps, valves and other components of their respective systems in a manner that interferes with or adversely affects the level of service on the other party's system. Electricity costs required to operate chlorine booster stations, water tanks, and booster pumps will be borne by the City and reflected in the annual water rate (Exhibit "A").

(d) As feasible in accordance with standard industry practices and permit requirements, maintenance shall be routinely scheduled and undertaken by the City to keep the Spalding County Water & Sewerage Facilities Authority Water System in good operating condition and repair, reasonable wear and tear excepted. Major repairs and/or replacement of facilities, including water line replacements in excess of 250 linear feet, water tanks, booster pumps, and chlorine booster stations, shall be jointly planned, based upon the Water Model and recommendations made by the parties' consulting engineers in accordance with sound engineering principles. As required, the parties shall coordinate the submission of plans for major repairs or replacements to Georgia EPD for its approval. In the event of an emergency causing a major repair/replacement to the Spalding County Water & Sewerage Facilities Water System, the City shall contact the appropriate representative of the Spalding County Water & Sewerage Facilities Authority to inform them of the emergency and may initiate the repair to the point of stabilizing the condition of the system, with its costs to be reimbursed by the Authority. The cost of such major repairs or replacements shall be the sole responsibility of the Authority.

(e) Extensions to the Spalding County Water & Sewerage Facilities Authority Water System shall be performed either by a licensed utility contractor, whose reliability

and experience is known to the parties, engaged through a competitive bidding process, or by the Authority's own water department personnel; provided, however, all extensions shall conform to engineering design plans and specifications prepared by a licensed professional engineer and approved by Georgia EPD. All new extensions shall be pressure-tested and chlorinated prior to acceptance by the Authority, warranted by the contractor for not less than two (2) years from date of acceptance, and secured by a proper maintenance bond issued by a commercial surety licensed in Georgia or cash bond. If the extension was performed by the Authority, the Authority shall be solely responsible for any cost of repair and/or replacement during the first year from date of completion. As-built scaled drawings, prepared by a professional engineer licensed in the State of Georgia, shall be furnished to the City, in digital format, within 30 days of final installation and acceptance of any extension. The parties agree that all future extensions to the Spalding County Water & Sewerage Facilities Authority Water System shall be planned and constructed in a manner compatible with the operation of the Authority/City Water System while said systems remain integrally connected. The City agrees to update its Water Model to integrate any new development in the County and all future extensions to the Authority's Water System. The Authority would be responsible for the actual cost of any update to the Water Model.

(f) During the term of this Agreement, the City shall read all customer meters on the Spalding County Water & Sewerage Facilities Authority Water System on not less than a monthly basis, and shall bill all such customers on a monthly basis, with the bills based on the customer's actual monthly water consumption at prevailing rates established by the Authority. Such statements may be separate or rendered by the City with charges

for other utility services delivered to the customer by the City. Monthly, the City shall remit to the Authority all sums collected from customers of the Spalding County Water & Sewerage Facilities Authority Water System, less deduction for sums payable to the City for water sold under this contract. The City shall furnish at least monthly to the Authority a complete and accurate accounting of all billings made, showing therein the current status of payments and collections, and other pertinent financial information. City collection policies and practices, including cut-off policies, shall be used exclusively in dealing with customers of the Spalding County Water & Sewerage Facilities Authority Water System, up to the point at which the City deems an account to be uncollectible without resort to litigation, in which event information will be furnished to the Authority in order that appropriate collection proceedings may be filed. To the extent necessary and desirable, the Authority agrees to adopt the same policies and procedures administered by the City and to designate therein the City as its agent for billing and collection purposes. Upon reasonable request, the City will cooperate fully with the Authority to assist in any customer dispute arising out of the City's operation of the Spalding County Water & Sewerage Facilities Authority Water System. In addition, thereto, the City will perform all "utility locates" for and on behalf of the Authority at no cost to the Authority.

(g) The Authority shall adopt such reasonable rules, policies, and procedures as are required by law or regulation, , governing connection requirements, water conservation practices, drought restrictions, cross-connection prohibitions, minimum standard plumbing (construction) codes and similar matters necessary or appropriate to facilitate the City's operation of the Spalding County Water & Sewerage Facilities Authority Water System. In addition thereto, the Authority shall use their best efforts to diligently enforce AWWA



(American Water Works Association) standards governing customer connections to the Spalding County Water & Sewerage Facilities Authority Water System, including policies requiring connection by potential customers accessible to the system, prosecution of theft of utility services, and to report immediately to the City and/or to Georgia EPD any facts known or believed to constitute a violation thereof.

(h) In addition, the Authority shall adopt in its regulations and policies requiring new developments, subdivisions, and industries locating within unincorporated Spalding County to access the Spalding County Water & Sewerage Facilities Authority Water System in lieu of alternatives, such as private water systems and groundwater drinking wells, as their drinking water source. Coordinated planning of water needs between the Authority and City to promote growth on the parties' systems is encouraged; it shall be the responsibility of the Authority to notify the City, as far in advance as possible, of any prospective water customer having requirements of 100,000 gallons or more, per day average and the City will update its Water Model to incorporate this new development. The Authority would be responsible for the actual cost of any update to the Water Model.

## **ARTICLE VII**

### **BREACH AND EXCLUSIVE REMEDY**

In consideration of the unique relationship herein established, the parties agree that in the event of any alleged breach by any party or a dispute giving rise to an anticipated breach of future performance, the exclusive judicial remedy available to the parties shall be Injunction and Complaint for Declaratory Judgment, filed in the Superior Court of Spalding County, Georgia. In the event the Court finds this Agreement to be in breach, specific performance shall be ordered against the non-performing party or parties as the exclusive remedy therefor, together with award of attorney's fees and litigation costs to the

non-breaching party. To the extent allowed by law, the parties further agree that should such an action be filed, the filing party shall be entitled to petition said court for expedited handling, which the other parties will not unreasonably oppose; expedited handling may include shortening the time normally allowed for response, discovery and trial. Upon filing of such action, the parties agree to consent to imposition of interlocutory injunction to maintain the status quo pending the outcome of the proceeding. Furthermore, the parties hereby consent, in the discretion of the trial judge, to the appointment of a neutral person, acceptable to all parties, to serve as a Special Master on issues of fact in lieu of fact-finding to be conducted by a jury. In the event the Court declines to appoint a Special Master, the parties consent to a bench trial, as opposed to a trial by jury, with the Court being the sole finder of fact and determiner of law. The parties agree that should any judicial proceeding be filed, it is in their mutual best interest, and the Court should accept that any dispute be resolved equitably giving primary consideration to the enforcement of this Agreement for its full term.

#### **ARTICLE IX**

#### **TRANSFER OF WATERLINE OWNERSHIP IN ANNEXED AREAS**

The 1995 Agreement provided for customers on the Spalding County Water & Sewerage Facilities Authority Water System in areas previously annexed by the City to be transferred to the City Water System (area shown in “yellow” on attached Exhibit “C” which by reference is incorporated herein) and for the City to take ownership of the waterlines serving those customers to become a portion of the City Water System (1995 customer list attached as Exhibit “D”). Simultaneously, the City agreed and quit-claimed to the Authority the right to serve those customers shown in “blue” on Exhibit “C”, with waterlines serving those areas to become a portion of the Spalding County Water &

Sewerage Facilities Authority Water System. The City retained the right to serve those customers in areas shown in “pink” on Exhibit “C”.

Upon future annexations by the City, occurring on or after the effective date of this Agreement, prior to final action upon an annexation ordinance or petition by a property owner to be annexed into the City, the City shall furnish notice of the proposed action to the Authority, who shall within ten (10) days of receipt of such notice, give the City written notice of any existing water distribution facilities within the area proposed to be annexed. This notice shall quantify, by units, the length, size and type of waterpipe, and original construction cost, comprising the Spalding County Water & Sewerage Facilities Authority Water System facilities within the proposed area to be annexed. The Authority shall also furnish the date(s) of construction of the existing facilities. The City shall pay an amount equal to the fair market value of the waterlines or facility as of the effective date of annexation. The parties agree that fair market value shall be the replacement cost, to include labor costs, less straight-line depreciation, using a 50 year useful life for all existing components, except water meters whose useful life shall be 10 years

In acting upon an annexation, the City may pay to the Authority the depreciated replacement cost as determined above and take title to and possession of the facilities affected. Otherwise, the City shall notify the Authority, in writing, that the annexation is not conditioned upon the purchase of affected facilities; provided, however, once the right to purchase facilities from the Authority is rejected, the City shall have no future right to insist upon their sale at a later date. Upon the effective date of the annexation and the receipt of payment for the annexed facilities by the Authority, the right to serve customers affected and the obligations attached thereto, shall transfer to the City, including any

changes in the then-prevailing rates to customers, and those customers shall thereafter be customers of the City Water System.

If the parties dispute the depreciated replacement cost as determined herein, the parties shall submit the issue for resolution by an impartial professional engineer, licensed in the State of Georgia, whose decision shall be binding.

#### **ARTICLE IX** **INSURANCE, INDEMNIFICATION AND HOLD HARMLESS**

Each party covenants that it shall procure and maintain throughout the term of this Agreement a policy of comprehensive liability insurance coverage (or its equivalence through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, minimum aggregate \$2,000,000.00, in as broad a form as possible to cover risks normally associated with ownership and operation of a water distribution system (including, if available, products liability protection, coverage for claims arising out of or in any way connected with any loss or losses resulting from a failure to supply or maintain without interruption water in sufficient supply to customers, and pollution hazard), providing the entity with a defense and payment of resulting legal judgments from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibility herein undertaken.

In the event a claim is made against the Authority arising out of or resulting from a failure by the City to perform its obligations under this Agreement, or the negligent performance thereof, the City, to the extent allowed by law, shall indemnify and hold the Authority harmless from such claim, demand or suit. If a claim, demand or suit is made against the City arising out of or resulting from a failure by the Authority to perform its obligations under this Agreement, or the negligent performance thereof, the Authority, to

the extent allowed by law, agrees to indemnify and hold the City harmless from such claim, demand or suit. The provisions of this Article are intended to cover defense of administrative enforcement or regulatory actions brought by Federal or State agencies against either party, including alleged violations of permits held by the parties.

**ARTICLE X**  
**EXECUTION, MODIFICATION, TERMINATION OF PRIOR AGREEMENTS**

(a) This Agreement shall be executed in two (2) original counterparts by all parties and a fully-executed original shall be spread upon the Minutes of the governing body of each party. An exemplified copy by the Secretary, Clerk, or other records custodian of a party, shall be fully admissible in lieu of the original in any legal proceeding in which the existence, authenticity, interpretation, or enforceability of this Agreement is in issue.

(b) No modification or amendment of this Agreement shall be effective unless in writing, approved by all parties, executed by their duly-authorized officers, and spread upon the Minutes of the parties' governing body. It is the intention of the parties that this writing represents the full, complete and final understanding and agreement of the parties as to all substantive matters addressed herein, and no further negotiations, amendments or modifications are contemplated at the time of execution hereof. Future amendments should be limited to matters of material significance affecting the relationship herein established, giving as broad interpretation as possible to the spirit and intent of this Agreement when resolving any conflicts that may arise hereunder.

(c) For purposes of interpretation, all terms used in this Agreement shall have their common and usual meaning or significance, unless such term is a term of art within a professional field or industry, trade, or profession, such as professional engineering or the drinking water industry, in which event it shall have such technical meaning as may be

assigned thereto. When statutes or regulations require specific acts to be performed, or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

(d) By execution of this Agreement, to be effective April 1, 2020, the parties mutually agree that the 1995 Agreement is superseded and shall survive only for the purpose and until such time as all services, payments, and obligations thereunder have been fully performed. Services, payments and obligations incurred on or after April 1, 2020 shall be solely incurred pursuant to this Agreement and not the 1995 Agreement.

(e) Notices given pursuant to this Agreement shall be deemed delivered if either personally served upon and delivered, or if sent by certified U.S. Mail, return receipt requested, addressed as shown below, with adequate postage thereon:

To the City:                      City of Griffin  
One Griffin Center  
100 S. Hill Street  
P.O. Box T  
Griffin, GA 30224  
Attn: Chairperson

To the Authority:              Spalding County Water & Sewerage Facilities  
Authority  
119 East Solomon Street  
P O Box 1087  
Griffin, Georgia 30224  
Attn: Chairman

(f) Time is of the essence of this Agreement.

(g) The provisions of this Agreement are hereby deemed and declared to be severable. If any provision of this Agreement, or the application of any provision to any circumstance, is held to be unconstitutional, unenforceable, against public policy, or otherwise invalid, for any reason, the remaining terms, conditions, and obligations

contained herein shall not be affected thereby and this Agreement shall otherwise remain in full force and effect as valid, binding and enforceable.

**IN WITNESS WHEREOF**, the parties, acting through their duly authorized and empowered chairs of their respective governing bodies, as attested to by their respective clerks or secretaries, and to which their respective official seals have been affixed, have executed this Agreement, in triplicate originals, the day and year first above written.

**CITY OF GRIFFIN, GEORGIA**

By: \_\_\_\_\_  
Chairperson

Attest: \_\_\_\_\_  
Kenny L. Smith, Secretary

Approved as to form:

\_\_\_\_\_  
Andrew J. Whalen, III  
City Attorney

**SPALDING COUNTY WATER AND SEWERAGE AUTHORITY**

By: \_\_\_\_\_  
David Lamb, Chairman

Attest: \_\_\_\_\_  
William P. Wilson, Jr., Secretary

Approved as to form:

\_\_\_\_\_  
James R. Fortune, Jr., Attorney



## SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY

### Discussion of Flint River Basin

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**Requesting Agency**

Spalding County Water Authority

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**Requested Action**

Discuss population estimates in the Flint River Basin.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION****ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> OPBCOUNTYRESPROJECTIONS	5/29/2020	Backup Material
<input type="checkbox"/> Population Forecast	6/1/2020	Backup Material



### County Residential Population Projections 2018 - 2063 (OPB Data)

	2020	2030	2030 vs. 2020	2040	2040 vs. 2020	2050	2050 vs. 2020	2060	2060 vs. 2020	2063	2063 vs. 2020
Butts County	25,174	29,426	17%	31,968	27%	33,957	35%	35,674	42%	36,248	44%
Clayton County	304,838	373,234	22%	421,698	38%	463,177	52%	502,772	65%	516,091	69%
Coweta County	152,001	179,677	18%	198,602	31%	212,357	40%	222,183	46%	225,743	49%
Fayette County	117,544	137,595	17%	150,039	28%	157,641	34%	164,569	40%	167,517	43%
Henry County	239,866	286,950	20%	321,617	34%	351,142	46%	374,592	56%	382,027	59%
Lamar County	19,347	21,228	10%	23,110	19%	25,219	30%	27,856	44%	28,735	49%
Meriwether County	21,020	20,895	-1%	20,467	-3%	19,983	-5%	19,883	-5%	19,939	-5%
Pike County	18,860	20,147	7%	21,335	13%	22,276	18%	23,262	23%	23,595	25%
Spalding County	69,110	80,827	17%	87,491	27%	93,135	35%	99,563	44%	101,843	47%
Troup County	70,414	72,836	3%	74,307	6%	74,975	6%	75,970	8%	76,370	8%
Upson County	26,277	26,583	1%	26,461	1%	26,023	-1%	25,829	-2%	25,828	-2%

County Residential Forecasts  
per  
Governors Office of Planning and Budgets

<u>County</u>	<u>2020</u>	<u>2045</u>	<u>Increase %</u>	<u>2063</u>	<u>Increase %</u>
Spalding	69,110	90,288	30.64 %	101,843	47.36 %
Coweta	152,001	206,245	35.69 %	225,743	48.51 %
Pike	18,860	24,818	31.59 %	23,593	25.10 %
<u>Lamar</u>	<u>19,347</u>	<u>24,107</u>	<u>24.60 %</u>	<u>28,735</u>	<u>48.52 %</u>
	259,318	345,458	33.22 %	379,914	46.51 %
Fayette	117,544	154,222	31.20 %	167,517	42.51 %
<u>Clayton</u>	<u>304,838</u>	<u>442,965</u>	<u>45.31 %</u>	<u>516,091</u>	<u>69.30 %</u>
	422,382	597,187	41.39 %	683,608	61.85 %
Henry	239,866	337,499	40.70 %	382,027	59.27 %



## SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY

### Discuss appointment of Treasurer

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**Requesting Agency**

Spalding County Water Authority

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**Requested Action**

Discuss the appointment of a Treasurer as referenced in the SCWA By-Laws.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

Authority member Cheryl Matlock questioned the appointment of a Treasurer as referenced in the by-laws that was not done earlier this year when other appointments were made.

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**Fiscal Impact / Funding Source**

None

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**STAFF RECOMMENDATION**

Chairman appoint a committee to work with staff and legal counsel to update the by-laws of the SCWA. Authority member Cheryl Matlock should Chair this committee and a deadline of 180 days should be set for draft to be submitted to the Authority for consideration at a regular scheduled meeting.

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> SCWSFA By Laws	5/13/2020	Backup Material

SECRETARY'S CERTIFICATE

I, Michael E. Smith, Secretary-Treasurer of the Spalding County Water and Sewerage Facilities Authority, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted at the meeting of said Authority held on the 5th day of March, 1984, which meeting was duly called and lawfully assembled, was open to the public and at which a quorum was present and acting throughout, and that the original of said minutes appears of record in the Minute Book of the Authority which is in my custody and control.

Given under my hand and seal of the Spalding County Water and Sewerage Facilities Authority, this 8<sup>th</sup> day of March, 1984.

Michael E. Smith  
Secretary-Treasurer, Spalding  
County Water and Sewerage  
Facilities Authority

(SEAL)

WAIVER OF NOTICE

We, the undersigned, being all of the Members of the Spalding County Water and Sewerage Facilities Authority, hereby acknowledge that we have waived all of the requirements of law for notice of an organizational meeting of said members held this date for the purpose of adopting By-laws, electing officers, and all matters incidental thereto.

This 5th day of March, 1984.

Walter C. Fitts, Jr.

Wm. C. Stinson

R. D. Lumber

Arthur K. Bolton

Ronnie L. Lumber

\_\_\_\_\_

BY-LAWS OF THE SPALDING COUNTY WATER AND  
SEWERAGE FACILITIES AUTHORITY

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ARTICLE I - THE AUTHORITY

Section 1 - Name of Authority. The name of the Authority shall be the "Spalding County Water and Sewerage Facilities Authority".

Section 2 - Seal of Authority. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3 - Office of Authority - The office of the Authority shall be at such place in Spalding County, as the Authority may from time to time designate by resolution.

ARTICLE II - OFFICERS

Section 1 - Officers. The officers of the Authority shall be a Chairman, a Vice Chairman, and a Secretary-Treasurer.

Section 2 - Chairman. The Chairman shall preside at all meetings of the Authority. Except as otherwise authorized by resolution of the Authority, the Chairman shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chairman shall submit such recommendations and information as he may consider proper concerning the business, affairs and policies of the Authority.

Section 3 - Vice Chairman. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in the case of the resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the Authority shall elect a new Chairman.

Section 4 - Secretary-Treasurer. The Secretary-Treasurer shall keep the records of the Authority, shall act as secretary of the meetings of the Authority and record all

votes, and shall keep a record of the proceedings of the Authority in a journal, or minute book, to be kept for such purpose, and shall perform all duties incident to his office. He shall keep in safe custody the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Authority.

He shall have the care and custody of all funds of the authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Secretary-Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Authority. Except as otherwise authorized by resolution of the Authority, all such orders and checks shall be countersigned by the Chairman, or in his absence the Vice Chairman. He shall keep regular books of account showing receipts and expenditures and shall render to the Authority, at each regular meeting (or more often when requested), an account of his transactions and also of the financial condition of the Authority. He shall give such bond for the faithful performance of his duties as the Authority may require.

The Secretary-Treasurer shall serve without compensation (other than the reimbursement of necessary expenses).

Section 5 - Executive Director. The Chairman shall also serve as the Executive Director of the Authority and shall have general supervision over the administration of the business and affairs of the Authority, subject to the direction of the Authority.

Section 6 - Additional Duties. The officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or the by-laws or rules and regulations of the Authority.

Section 7 - Election or Appointment. The Chairman and Vice Chairman shall be elected at the annual meeting of the Authority from the members of the Authority, and shall hold office for one year or until their successors are elected and qualified.

The Secretary-Treasurer shall be appointed by the Authority. Any person appointed to fill the office of the Secretary-Treasurer, or any vacancy therein, shall have such term as the Authority fixes.

Section 8 - Vacancies. Should the offices of Chairman or Vice Chairman become vacant, the Authority shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office. When the office of Secretary-Treasurer becomes vacant, the Authority shall appoint a successor as provided in Section 7 of this Article.

Section 9 - Additional Personnel. The Authority may from time to time appoint or employ such personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Act, as amended, and all other laws of the State of Georgia applicable thereto. The selection and compensation of such personnel (including the Secretary-Treasurer), shall be determined by the Authority subject to the laws of the State of Georgia.

### ARTICLE III - MEETINGS

Section 1 - Regular Meeting. The regular meeting of the Authority shall be held on the second Thursday of each month, at 1:30 o'clock p. m., in the First National Bank of Griffin, the regular meeting place of the Authority. In the event such date shall fall on a legal holiday, said meeting shall be held on the next succeeding secular day.

Section 2 - Regular Meetings. Regular meetings may be held without notice at such times and places as may from time to time be determined by resolution of the Authority. In the event a day of regular meeting shall be a legal holiday, said meeting shall be held on the next succeeding secular day.

Section 3 - Special Meetings. The Chairman of the Authority may, when he deems it expedient, and shall, upon the written request of two members of the Authority, call a special meeting of the Authority for the purpose of transacting any business designated in the call. The call for a



special meeting may be delivered to each member of the Authority at least two days prior to the date of such special meeting. At such special meeting no business shall be considered other than as designated in the call, but if all of the members of the Authority are present at a special meeting any and all business may be transacted at such special meeting.

Section 4 - Quorum. The powers of the Authority shall be vested in the Members thereof in office from time to time. Three Members shall constitute a quorum for the purpose of conducting its business and exercising its powers and all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. When a quorum is in attendance action may be taken by the Authority upon a vote of a majority of the Members present.

Section 5 - Order of Business. At the regular meetings of the Authority the following shall be the order of business:

1. Roll Call.
2. Reading and approval of the minutes of the previous meeting.
3. Bills and communications.
4. Report of the Secretary-Treasurer.
5. Reports of Committees.
6. Unfinished business.
7. New business.
8. Adjournment.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

#### ARTICLE IV - AMENDMENTS

Section 1 - Amendments to By-Laws. The by-laws of the Authority shall be amended only with the approval of at least three of the members of the Authority at a regular or a special meeting.