

WATER COMMITTEE
DECEMBER 11, 2013
MINUTES

MEMBERS PRESENT:

Pete Frisina, Chairman

James K "Chip" Conner, Vice Chairman

Steve Rapson

Commissioner Steve Brown

Lee Pope

Brian Cardoza

David Jaeger

Dennis Davenport

Frank Destadio

Stephen Hogan, WASA

David Scarborough, Tom Bartlett - FCFD

Jason Walls, Integrated Science

Ben Ferguson, Camp Southern Ground.

Drake Divins, CFO Camp Southern Ground

Matt Bergen

GUESTS:

STAFF PRESENT:

The meeting was called to order by Chairman Pete Frisina at 8:00 A.M.

I. APPROVAL OF MINUTES FROM THE MEETING ON NOVEMBER 13, 2013.

Vice Chairman Chip Conner made the motion and Lee Pope seconded, to approve the minutes from the meeting on November 13, 2013. There was no opposition.

II. SANITARY SURVEY UPDATE.

Mr. Rapson reported that they met with EPD and had a successful meeting with them. We paid a \$9,000.00 fine for all the woes in the past and the only thing we are going to be submitting to them, CH2M Hill is working on now, a letter following up with them, giving them an update on our Sanitary Survey. He said that the only weird thing about the Sanitary Survey is the trigger date that the consent order is signed and re-adjudicated on their end. We have taken care of ours; they have not done theirs yet. So, it is a moving date, for instance if we have Project A that we think is going to take 300 days we would start a Sanitary Survey with today's date, but that date is going to change until it is signed. We are not expecting that to be executed, probably until early next year. It is going to be a moving target, but we are going to go ahead and update it with the January 1 date, go ahead and get them projections so they can see what our time line out is for most of the items.

Mr. Pope explained that our letter to them will update them on our plans for the deficiencies that are still not being handled. We are going to let them know what our plan is, but what he thinks Mr. Rapson is trying to say is we are going to move

forward and start resolving those things. We are not going to wait for them to execute because we know they are going to accept our solutions.

Mr. Rapson stated that we have completed close to 2/3 of all the things in the deficiency report as we sit here today. Everything that is pretty much hanging out there now are design-build type items. Within those design-build type items, there are probably three or four of those items which may carry us past a year; we are thinking that if we have to completely redo the filters and those types of things, just because of the time line in getting that implemented. More than likely we will be 98 or 99% complete on all the deficiencies within the scope of the year. Then, we would have two or three major capital projects that may go over that, and EPD is aware of that.

Mr. Rapson stated that the meeting with EPD and EPA was a very productive meeting. He thinks our working relationship with EPD and EPA have been drastically improved, and with Mr. Pope here steering the ship and CH2M Hill starting to implement the design-builds that we look forward to cleaning all that stuff up.

Commissioner Brown commented that without a doubt he thinks we got the best case scenario. In terms of what the possible outcomes were, we hit the best case scenario in that.

Mr. Pope commented that the \$9,000.00 fine was excellent; he is really thrilled with that. He was expecting a \$50,000.00 to \$60,000.00 fine. A lot of that was worked out before he ever got here.

Commissioner Brown commented that he thinks the rapport with EPD helped a great deal. We were very cooperative and willing to work with them. That worked well for us.

III. WHITE LINING ORDINANCE DISCUSSION.

Mr. Bergen explained that some revisions have had to be made since the last time we reviewed this. He explained on page 2, upon reading more in Senate Bill 117 and an issue that we are having on a large project in Peachtree City, he wants to get this in the ordinance on the front end. He said that he has added some verbiage under the Directive to UPC under Section D to make sure a contractor obtains a ticket from Georgia 811; the white lining needs to be completed. Now that we are running our locates paperless; when the Water System is out doing locates, he checks them when he is out there; if one just comes in and it may be two minutes ago; if he is in the subdivision, he is going to go ahead and take care of it. That makes us more productive. Mr. Bergen said that what he wants everyone to understand is the white lining needs to be completed before they call in for the ticket.

Mr. Bergen went on to Section I, Any Large Projects So Designated; he has also had to include if they have five or more damages within that 90 day contract period; we are going to require them ... He pointed out all the damage tickets by one contractor on the report for one project. Damages basically mean they have hit another utility. They are either at fault or not at fault. They actually have 27 that are registered. Coweta Fayette has another 16 that they say were not reported under this. He said that we have a huge problem with this contractor.

Mr. Rapson asked if this is our contractor. Mr. Bergen stated absolutely not, he is Atlanta Gas Lights contractor. AGL has already shut them down for 2 days, just because of damages prior to this point, but unfortunately they have not pulled them out. They have re-staked the ticket, every governing authority is going to have the authorization from this point to basically go out, once they have five damages they need to stop, white line the rest of the project. Obviously, they are not getting it or we are not getting it. We need to know exactly where they are going to be.

Mr. Destadio commented from practical experience, this contractor, AGL hired them to do the plumbing for his daughter's house. They hit the waterline three times, unfortunately it was their three neighbors, and it wasn't theirs. So their neighbors are all upset. He said it is a complete and utter mess out there.

Commissioner Brown asked about our ability to stop work orders. Some of them are in Peachtree City and other jurisdictions such as Tyrone. Mr. Bergen said that is why he wants to put this verbiage in. Basically we don't have anything where we can go out and tell them to stop. This would put the verbiage in where we can go out, Peachtree City can go out, Fayetteville can go out; wherever they are working any governing authority in that service area would have the authority to go out and stop them.

Commissioner Brown asked if we would have the authority to do it in Tyrone or Peachtree City since it is the waterline. Mr. Bergen said that is correct.

Mr. Rapson asked about a franchise agreement with AGL. The cities have a franchise agreement they can hook onto. We don't have that as a county. Mr. Bergen said that is correct. Commissioner Brown said if AGL wants to finish that work they are going to have to do something. When you stop them several times, you are going to knock them way off schedule. Then after you investigate it, you can go back to AGL and ask why these people are even employed.

Mr. Rapson asked how it works when the damage is done, do we send them a bill, they pay us back or do we fix it? Mr. Bergen said that we do the repairs, but also on the damages; every damage report goes through the Public Service Commission. Once they get enough of them built up... Mr. Bergen said he spoke to Mr. Culbreath from the Public Service Commission and gave him the number, asking him to look at it as he was going over this. He definitely said they would be standing before the commission this year.

Mr. Rapson commented that theoretically this could be 27 boil water notices we have to send. Mr. Bergen said that is a minimum; that is if it only affects one customer. If they hit our main, then you are talking more people. Mr. Rapson said the standard is we send boil water notices when it is ruptured. Mr. Pope commented that we should also be recovering that in the cost. Mr. Rapson said that he agrees, but he is even more concerned about the resident's impression of our system when they keep getting boil water notices. It has nothing to do with us now, we are just being impuned.

Commissioner Brown suggested that we include in the notice that a private contractor caused the problem and what the problem was.

Mr. Bergen went on to say that we have a 90 day contract with them; they have one with each utility. Basically what he wants is for us to have the ability to shut them down, which we don't now, to give the Water System that ability.

Steve Rapson made a motion to recommend to the Board of Commissioners to approve the revised amendment to the utility ordinance as presented by Matt Bergen; to add White Lining as a new portion of the Utilities Ordinance under Chapter 19 of the County Code. Vice Chairman Chip Conner seconded and there was no opposition.

IV. 341 LEE'S LAKE ROAD RESTORATION.

Mr. Bergen said that we have an issue at 341 Lee's Lake Road. He showed photos of the driveway and culvert underneath. The situation is that a waterline was installed for the subdivision back in 2005. Now, there is an issue that we have, cracking in the driveway, the driveway is settling. He pointed out on the picture the void between the driveway and where they poured a make shift head wall for the pipe. It is due to compaction issues that are related to the waterline.

Mr. Bergen explained that he has been contacted by the homeowner; he does not know who poured the concrete. The homeowner stated that the contractor for the waterline at that time was the one that came out and did the driveway. This is not our standard now. He said he does not know why they removed the driveway, we do not remove driveways, we bore under them. Now that everything has settled, there is probably a two or three inch void between the driveway and the pipe.

Mr. Rapson asked if this is usually dirt, not concrete. Mr. Bergen replied that usually it is unless it is a commercial driveway. Mr. Frisina asked if the storm pipe is collapsing, too. Mr. Bergen stated that on one end it is egg shaped because of the additional concrete.

Mr. Bergen stated that the reason he has brought this up is that we need to go out there and do the restoration, but the homeowner has expressed interest in redoing the driveway, making the driveway wider, putting a larger pipe in.

Mr. Pope stated that he just wants us to remove it, he will replace it? **Mr. Bergen** said that is right. But, what **Mr. Davenport** has stated is that this is our problem and we own it. We are supposed to repair the problem. That is where the issue comes into play, that he wants additional work done that he has agreed to pay for. We just need to know how to approach it. He wants to widen the driveway and put a longer pipe in to accommodate for that.

Mr. Davenport added that he also wants to do some pavers within the end of the driveway that we would not ordinarily do. He went on to say that he suggested to **Mr. Bergen** first of all, that pipe, although it has a deformity at the very end, is still a functioning pipe. It still works fine. We have no reason to get rid of that pipe, except that he wants his driveway to be three feet wider on each side, which means now, the pipe is going to be too short.

Mr. Pope commented that the pipe will be ruined by taking it out. **Mr. Davenport** stated that he needs to pay for the cost of a new drainage pipe because we don't have a need for a new drainage pipe. It is only his decision to widen his driveway that causes us to need a new drainage pipe under that driveway.

Mr. Destadio stated that you could get away with just fixing the concrete that is cracked on top. **Mr. Rapson** suggested just topping it. **Mr. Davenport** stated that he understands that, but the homeowner wants the driveway wider. **Mr. Destadio** explained that your only obligation would be to fix the cracked driveway.

Mr. Davenport stated that his point is he wants to do more than just regular concrete; he wants to do some intricate work on the regular concrete, so what he is suggesting to **Mr. Bergen** is the homeowner pay the cost of a new pipe, we would cost out what the concrete would be for the end, his guy would come in and do the concrete work because he wants it to be a different standard that is more complex than we are going to do. We would have a responsibility for the base price of the concrete without the labor on top of it. Then we would need an agreement to have him work on our property. If he is agreeable to those three things, we are fine to go forward because we really don't have a reason to replace that pipe except that he wants to make changes.

Mr. Rapson said that we are not talking about just adding three foot of pipe on each side. **Mr. Davenport** said we would put a new pipe in there. **Mr. Bergen** said the issue for us is we need to go in and insure that the compaction is proper before that work takes place. Otherwise we are going to be looking at this again in another two years.

Mr. Davenport stated that it is like the waterline extension, go in and cost out the job, see what it would take to fix this problem. That is what our investment in this project is going to be. He wants to do things over and above that. We would keep

that same pipe. Mr. Pope said that we would repair the concrete, so what is it going to cost.

Mr. Rapson clarified that he is going to pay for us to dig it up, haul the concrete away and put a brand new pipe in? Mr. Davenport said no, whatever we have to do to fix the compaction problem, we have to do regardless of what he wants done. That is our fault. If we tear that out, that is our responsibility, but if we tear it out, would we use that same pipe if he did not widen the driveway.

Mr. Pope said the pipe would be ruined if is encapsulated in concrete. Mr. Davenport said that if we are going to ruin the pipe doing something we had to do anyway, then we have a responsibility to replace that pipe that size. The cost difference between the six foot longer pipe compared to that would be his responsibility.

Mr. Rapson said the homeowner would pay for the six foot pipe, he would pay for all the bricks and how he wants it to look. Mr. Davenport said, plus, his guy would do the work. We would do the base work underneath, and then he would finish it.

Mr. Rapson asked if this is the only driveway in this area like this. Or is it just driveway number one? Further discussion pertained to this type of issue needing to be fixed, how many problems there are in this area and fixing all the problems at the same time. Mr. Bergen agreed that he would check the other driveways in the area to see if there are any other problems that need to be fixed. Mr. Pope expressed concern about the compaction problem affecting the waterline, and causing a main break.

Steve Rapson made a motion to recommend to the Board of Commissioners to enter into a contract to proceed with this repair and incremental costing to be paid by the resident based upon his needs over and above what our normal repair would be. Commissioner Steve Brown seconded for discussion.

Mr. Rapson clarified that the discussion was about 341 Lee's Lake Road and we need to evaluate the other ones on Lee's Lake Road to make sure those are incorporated into whatever the solution is.

Mr. Destadio asked if we have the contractor that he wants to use do the work and he does it wrong, are we held harmless after that? Mr. Davenport explained that part of the agreement would include that. For example, all his contractor will be doing is the finish work on the concrete.

Mr. Destadio asked if he doesn't compact it properly and then puts the pavers on and then he has the problem again, it his problem. Mr. Davenport stated that the compaction should be what we do. Mr. Bergen said that is correct. Mr. Davenport said that all the homeowner is doing is having somebody come in and pour the concrete over what we have finished. Mr. Destadio asked if we are going to take

that drainage pipe out, cover it properly, compact it properly and leave it for the homeowner. Mr. Davenport said, yes. Mr. Rapson said the homeowner would put the finishing top coat on with the brick pavers. Mr. Davenport said that we will pay the cost of how ever many yards of concrete is necessary, his guys will come in, pour the concrete and finish it the way he wants it finished.

Commissioner Brown stated that we offer no warranty on his pavers. Mr. Davenport responded yes, that is correct.

Chairman Frisina called for the vote on the motion and there was no opposition.

V. BEAVER TRAPPING AT STARR'S MILL.

Mr. Pope reported that a gentleman that has been trapping for the county, Travis Lemay has asked to do trapping at Starr's Mill Pond. He says he can do it for free because of the price he can get for the pelts. Mr. Pope stated that his and Mr. Davenports concern is if we don't have a problem, do we want to take on the liability of him being out there trapping. He said that he knows he has insurance and all that, but there is still a liability because he is doing work on county property. But, he has offered to do it for free because it is a good time for him. Mr. Pope went on to say that what he has looked into is we have a couple of places that we need him to do some trapping; the Horton Creek wetlands and there is some water backing up across the road below Lake Horton dam. He asked if we want to sit down and try to talk to him to see if we can work something out if he does work where we need him, then we can allow him to do this place? Just letting him go in and do it because it a good time of the year for him, there is no benefit for us, unless he wants to pay us. He is doing it for free because he is going to benefit from it.

Mr. Rapson said that typically we pay for folks to remove beavers. Mr. Pope agreed, because they are a nuisance. Vice Chairman Conner questioned doing this on the wetlands; aren't they helping? Mr. Pope said that we need to look at the wetlands and see what our requirements are. To see if they are considered a nuisance. Mr. Rapson commented that we do it in areas where it is going to cause a flooding issue that has ramifications downstream. That is when you go out, trap the beavers and remove them. They have to break up the dam.

Mr. Pope said at Starr's Mill Pond there is public access, he is concerned about liability. To be honest, that is why he asked Mr. Davenport to look at it. Mr. Davenport stated that typically you have a situation where you have a need to have some trapping done. If you have a need to have some trapping done it is not an issue. If it is him just wanting to trap just for his own profit and we give him permission to do it that is different. By that, he means that we don't have a need at Starr's Mill Pond, there may be a beaver or two or three over there and he goes out there. Can that happen someplace else; yes it can. But, we did not trigger that relationship by needing him to do something. He did it because he wanted to profit. That is a different relationship.

Mr. Rapson asked if we could enter an agreement with him to trap where we need trapping and part of that agreement would be not to compensate him but to allow him to trap somewhere else. Mr. Davenport said that is consideration both ways.

Mr. Pope said that we did not know we needed trapping somewhere else until right now. It did not look like we needed him at Starr's Mill, but we could work out an agreement if we need him somewhere else. We have identified two places we need him. Mr. Pope agreed that he would meet with Mr. Lemay, discuss an agreement and then come back to the Water Committee with an update. Mr. Rapson pointed out there is money in the budget to take care of beavers and this is a solution to that.

VI. CAMP SOUTHERN GROUND WATERLINE EXTENSION.

Chairman Frisina asked the committee to move this item to the beginning of the meeting. The committee agreed and this item was discussed first.

Matt Bergen introduced Ben Ferguson and Jason Walls representing Camp Southern Ground. He said he and Mr. Davenport met with them pertaining to their wanting to get contractors. He said that GUCA (Georgia Utility Contractor's Association) has gotten involved.

Mr. Ferguson explained that they did a presentation to give them an update. Prior to that, a couple of their executive committee members came to their office to see what is happening. A couple of years ago they offered an in kind donation for the waterline. Now that they are about complete with the design, and it has been submitted for the first round of permitting, during that presentation the Executive Director expressed an interest because their membership needs something shovel ready. They would love to participate. They need a scope from him, which he is working on; he has some bid documents that Mr. Walls has just about completed. They are going to put them out anyway to a few of their members just for their own budgeting purposes initially. He said they would love to take advantage of as much money and in kind donations as they can. The Executive Director had their attorney present at that meeting and said they need to get with the county attorney and figure out with the county how to actually achieve that; how to make this happen.

Mr. Rapson asked for a broad scope of what we are talking about, such as how many linear feet, pipe, etc. Mr. Bergen explained that it is about 7,300 feet from beginning to end. Basically what they are looking at doing is, all the GUCA members are certified contractors so there would not be an issue with not having qualified people do the installation. The thing that will be unusual about this is instead of having one contractor; we may end up with multiple contractors. Again, with all of them being qualified there is no issue with that. The benefit for us as well is, the more they get donated, the more is donated to us, lower cost for them, lower cost for us.

Mr. Bergen said the pipe is supposed to be ten inch, but we want to upsize to twelve inch. We also have some stub outs and two road bores that we are throwing in in addition to that work. We want to fix that up so that we have infrastructure in place already for the side streets that we pass. That way, when they call, we don't have issues trying to line up bores and everything to go underneath the street. Everything will line up as soon as we are ready to tie in.

Mr. Rapson asked how much money was involved for Camp Southern Ground. Mr. Walls said they have not bid it out yet, but they are thinking it is in the half a million dollar range.

Mr. Bergen referred to an example of South Mill that was bid this way. He referred to the back two pages that showed that their contractor gave us two proposals, one for an eight inch line, the other for a twenty inch and the eight inch because we needed the additional volume. We paid the difference; this is what we want to do in this instance. Whatever they are required to do, when we upsize it and put in the additional infrastructure that we need, we want to pay the difference for that.

Mr. Rapson asked about the calculation on the line size. Mr. Pope said they will send this to him. Mr. Bergen said we know the line size is at least a ten inch. But Mr. Walls is going to send Mr. Pope the information today. Mr. Pope commented that when you do calculations you don't do it on every day volume; you do it on max volume.

Mr. Rapson asked if they are getting everything donated, why are we paying anything is his first question. Mr. Bergen said they are not getting everything donated, they don't know if they are getting material or labor, they don't know what the donations are at this point. What he wants to do is establish that we are ok with him moving forward to see what they can get; then at that point all the contractors that are going to be involved with the project can give two proposals for both ways and then we can look at what the difference is going to be.

Mr. Rapson asked Mr. Destadio if there are any concerns with multiple vendors wanting to put in this water line extension. He asked if Mr. Destadio sees any issues with it. Mr. Destadio said this is the first time he has looked at it, but he would say not really.

Mr. Pope stated that his concern is high quality water, which is something that can be discussed by making sure to meet the specs; by not using something that has been sitting on the yard for a hundred years. That is something that Mr. Bergen will make sure we cover.

Mr. Rapson said that he does not necessarily have a problem with the approach as long as it is the right size pipe and as long as our engineer of record has oversight in regards to the pipe going in the ground. It is no different to him than when we take ownership of the subdivision and we spec out what that is and take ownership of it.

Mr. Davenport stated that it is different in the respect that in Mr. Rapson's example of the analogy, the subdivision is private property. This project is going to be one hundred percent on public property; ninety-nine point nine percent on public property. He said that the question he raised at the meeting that he wants to make sure that we all have a working knowledge of, is why our annual waterline extension vendor is not doing this project. It is one hundred percent on public property and it is going to be our waterline. The answer he received was when we do these extensions like this it is done by the private property owner and we contribute if we want to upsize the line. He said that raises another question. If we are going to contribute taxpayer's dollars to upsize the line, what are they doing as far as procuring the vendors for the project? They will be looking for possible donations, maybe less than a hundred percent of labor and maybe less than a hundred percent of materials. How does that work? With respect to the actual work itself, he said that he needs to confirm one hundred percent that we have right of way; that there is public property there and not an easement so it is public and private property. Then certifications that all the work can be performed within the limits of the right of way with no necessary temperate construction easements which we would have to get if we were doing the project. He said that he brought up all those questions at the meeting and he recommended we bring this to the Water Committee to get their input on, because those concern him.

Mr. Davenport went on to say that he understands the last project we did, South Mill, it was a hundred percent on public property as well and the vendor did that. He commented that he is not saying that it is wrong, he is not saying that it is right. He is just saying that you are having a waterline put in that is going to be yours in perpetuity. Do you want to do it? Or do you want somebody else to do it for you? He said that is really a policy question. With respect to the taxpayer money, you need to make sure the proper bidding procedures are followed if using taxpayer dollars. Private vendors don't have to conform to those. We don't know if we need the taxpayer dollars until the calculations are reviewed by Mr. Pope and Mr. Bergen. It could be that twelve inch line is needed; and if that is the case there will be some taxpayer dollars because of upgrades we will want as far as different components in the line that they don't have to put in. Those are questions that we need answers to before we go forward. He said that he just wants the Water Committee to think about this.

Mr. Pope commented that we still don't have the answer on the right of way, yet. **Mr. Davenport** said that he needs to find out from his research whether there is right of way on Ebenezer Church Road. He said that he has been told that there is, but until he sees it with his own eyes, he is not going to say that there is.

Mr. Pope commented that we are going along an assumption right now. **Mr. Rapson** stated that we can provide copies of our waterline vendor's rates for whichever is not going to be covered; and if they can use our vendor for the gaps

that they don't get donated, then that may resolve some of the procurement issues. It won't resolve all the easement issues.

Mr. Davenport stated that raises an even bigger question. If you are going to use the waterline vendor for part of the project, why aren't you using the waterline vendor for all the project? Mr. Rapson commented that we can have a discussion with him about the fact that they are getting a half a million dollars donated. He said that he thinks most people understand that. Mr. Rapson went on to say that there might be a contractual issue.

Mr. Davenport explained that the reason you bring the waterline vendor in is because he is going to give you a dollar amount for waterline extensions for the year. This is a waterline extension, why aren't you using it?

Mr. Destadio commented that he usually cuts his price to win that contract. He should be able to agree that he will do that at that price; if he agrees to do it at that price, then that is his decision to do it at that price.

Mr. Davenport commented that he needs to look at the waterline extension contract. Does he have a right of refusal; do we have a right of refusal? If it is a project on public property, we are opening the question, why aren't we using him?

Mr. Rapson commented that the next conversation we have is, we bring them in a room with our contractor, explain the circumstances to them, and find out where it shakes out.

Mr. Walls commented that he was one of the ones they were going to get a bid from. Mr. Rapson commented they don't need to get a bid from him we can give them the prices. Mr. Walls stated those prices are between the county and him, not Camp Southern Ground. Mr. Rapson commented it is probably wise to have a conversation with this contractor before they go out for bid on this particular project.

Mr. Walls explained that the way he sees it, they do not have a bona fide offer yet, from GUCA. Until that happens, what would it hurt for us to come back to them, let them put it out to their membership, and see what kind of interest they get.

Mr. Davenport explained that there is a policy question. Is this the direction you want to go knowing it is going to be your waterline to maintain in perpetuity or do you want to do it a different way. Although you may be getting donations on the front end, that may not be enough for you, because you have a responsibility on the long term to make sure it is a quality pipe going in and it is properly maintained. Do you want control up front or do you want to allow that to occur up front. He stated that he is not saying that one is right versus one is wrong, he is just saying know what you are getting into before you start down that road.

Mr. Rapson suggested before Camp Southern Ground goes out to the membership and ask the question, we need to sit down with that vendor. He may end up being your prime vendor to help the other folks come on board and fill the gaps.

Mr. Walls commented that was a good point. Regardless of how we structure the deal, there will have to be a prime handling this. If they have to have a prime, why not make it the counties. He asked if that would not be a conflict.

Mr. Rapson stated it would not be a conflict, what we would probably do is; we have a contract to pay him. If we have to pay a portion of it, that would be an easy way to pay him. But, by the same token we have a contractual obligation to him to do this project, because this is one of the projects he was supposed to do. If he is going to relinquish some of the rights that he has to do that contract, we want to make sure that he is on board with that before we send it out to the membership.

Mr. Davenport stated two threshold issues are right of way and issues with the contractor. Mr. Rapson said if we start getting into easement and right of way issues; that is a bigger nut to crack than the procurement issue.

Mr. Davenport asked Mr. Walls if, assuming there is right of way, he is guessing that it is 80 feet, does he have enough room to do the entire project. Mr. Walls said they have purposely stayed within the right of way and off of the properties sufficiently.

Mr. Ferguson commented that if the Water System already has a vendor with established rates, to him that seems like it would be as good a deal as they are going to get. They can let him control the bid process, if you want to call it a bid process, but the buy-out procurement of mixing the in kind donations with the ... Further discussion pertained to the Water System contractor being over the project, meeting with that contractor and figuring out the details of who has total ownership.

Mr. Destadio asked about State Waters. He said when they were out looking at Ebenezer Road and Bridger Point, there was a lot of standing water that was clearly State Waters. Mr. Ferguson commented that he and Mr. Walls have walked that several times, he said that Mr. Bergen has also been out there and walked it. Mr. Bergen said this has been addressed on the drawings. The revisions have not been finished from when Mr. Bergen sent them back yet. Mr. Walls stated they just got Bryan Keller's erosion control comments a few days ago, so they have those addressed and they are just waiting to see what to do.

Mr. Rapson asked Mr. Walls to provide the calculations for the line size, and get Mr. Pope comfortable with what the pipe is. Then we will coordinate setting the meeting up with the Water System, Southern Ground, CH2M Hill, and Shockley Plumbing.

Mr. Walls mentioned a motivational factor for all the other GUCA members is everybody taking credit. He asked if there is a conflict of interest with people taking credit for their donations, or whatever. Mr. Rapson said no.

Mr. Davenport clarified that discussing this item at the first Water Committee in January would be consistent with our time frame and everyone agreed. Mr. Walls, Mr. Ferguson, and Mr. Divins thanked the committee and exited the meeting.

WATER PLANT TOURS

Commissioner Brown mentioned that at one point there was discussion about touring the plants as a committee. He said that he would like to see us do that. He said that it would be good to schedule something as a committee to review the plants. Mrs. Speegle suggested scheduling a future Water Committee meeting at each water plant. Mr. Pope mentioned waiting until we have our CIP in January; the committee can meet at the plants and can see hands on what the CIP is addressing. The tour would be a part of the meeting.

Mr. Rapson mentioned that the training class for all the operators is planned for January. He said that he thinks it would be good for the committee to come to the training class and introduce themselves before they do the training, so the guys can see that the Board is looking into the training, too. He said that he invited EPA and EPD, and all those folks. The whole point is to keep everybody involved in regards to how we are moving progressively through. Mr. Rapson went on to say that on the deficiencies, as soon as the target list is updated, a copy of the spreadsheet will be sent to everyone. That way everyone can see what we have done, and what needs to be done. A lot of them will trickle through the Water Committee as capital requests.

STORMWATER BILLS

Commissioner Brown asked if the questions that were being sent in on the bills were being answered. Are we sending them a written reply? Mrs. Speegle said they are sent to Environmental Management and they are responding to them.

Commissioner Brown mentioned that he has gotten a couple of phone calls on the cell phone. After he talked with them two of them said they would pay the bill, no problem. One said he is going to protest until he died. He said that two of the callers complained about the response they got from the Water System and the people they were talking to. One guy said somebody hung up on him and stuff like that. He said that he understands you don't always get the best side when they are calling him. He said he was sure they were not the angels they said they were on the phone. He stated that he does not have a problem with giving his cell phone number; the staff should not have to get beat over the head with a sledge hammer for an hour listening to somebody just pound on them. If it gets to a certain point, he does not mind them being given his cell phone number and he will talk to them about it.

Vice Chairman Conner questioned the Water System handling the responses. Mrs. Speegle explained that the Water System is answering the calls and taking messages. Vice Chairman Conner expressed his concern about this being a black mark on the Water System. Commissioner Brown commented that Environmental Management just does not have the personnel to do a lot of that, anyway. They have so many people on the ground trying to get things done. Mrs. Speegle said the Water System is taking the initial calls, there is a script for basic information such as how much do I owe or what is my impervious service. If they want more than basic information the Water System takes a message and it is transferred to Stormwater for a call back.

Mr. Rapson stated that the Water System is the first line of defense and we have scripts that answer probably the top ten. If it goes beyond the top ten, then they are sent to Environmental Management. He said what he thinks Commissioner Brown is saying is, the people that you are not going to satisfy with the top ten and the Environmental folks are not able to satisfy are then sent to him to handle.

Stephen Hogan mentioned to Mrs. Speegle if she would send the script to them, they could help since they are also taking some of those calls.

Mr. Rapson commented that ultimately 15% of the folks are never going to be happy with paying that bill, because they have not paid. Chairman Frisina mentioned the last time these bills were sent out Environmental Managements phone did not stop ringing. Mrs. Speegle commented that some people paid the first day they received their bill.

METROPOLITAN NORTH GEORGIA PLANNING DISTRICT ESSAY

Mr. Pope mentioned that a student in middle school, Jennifer Deng, was runner up for the Metropolitan North Georgia Planning District essay contest this year. He commented that he and Chairman Brown were in a meeting at the Metropolitan North Georgia Planning District. He stated that he would like to give her a small plaque or award from the Water System and have the Chairman and Commission recognize her at one of the meetings; and maybe have her read her essay.

WATER BILL MESSAGE

Mr. Rapson explained that he would like to put a statement on the water bills basically asking citizens to fill out the survey for the Fayette County Visioning Initiative. The verbiage would say: we need your insight, share your ideas and opinions by taking our community wide survey at – and list the web site. By December 31 we won't be able to get every customer in Fayette County because of the deadline, but if we go ahead and put them on, we can probably get 2/3 of the folks that we send the bill out to. This is a way to kick start on the actual bill itself, folks that read the bill.

Commissioner Brown mentioned that the wording we need your insight makes it sound like the Water System is doing the survey. He suggested changing the

wording so it does not look like the Water System is doing the Visioning Initiative. Mr. Pope said that he wants to make sure we are within our legal guidelines for utilizing our water bill to advertise or request something. Since we are a big part of the reason we hope people will live here in this county, he thinks that supports that. He does not think there is a problem printing this message on the bills.

Mr. Rapson explained that this is a government initiative. We are not doing an insert, but just putting this message on the bill. Send it out on all water bills, even though that will be past the December 31 deadline. The deadline is December 31, but we are already in our billing cycle. He said he explained this to Virginia Gibbs yesterday. The same thing will be on the web site and Channel 23. We need to get as many people involved in the survey as possible so there is a good mix of what the county needs.

There being no further business, Chairman Pete Frisina adjourned the meeting at 9:00 A.M.

Peter A. Frisina

The foregoing minutes were approved at the regular Water Committee meeting on the 8th day of January, 2014.

Lisa Speegle