

**WATER COMMITTEE**  
**NOVEMBER 10, 2015**  
**MINUTES**

**MEMBERS PRESENT:** Pete Frisina, Chairman  
James K “Chip” Conner, Vice Chairman  
Steve Rapson  
Lee Pope  
Commissioner Charles Oddo  
Jimmy Preau

**NON-VOTING MEMBERS:** Dennis Davenport  
Alan Bowling

**GUEST:** Commissioner Charles Rousseau  
Tony Parrott

**STAFF PRESENT:** Russell Ray

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

**I. WATER FRANCHISE AGREEMENT BETWEEN FAYETTE COUNTY AND CITY OF PEACHTREE CITY.**

Steve Rapson updated the committee on this item. He explained negotiations with Peachtree City have been ongoing dating all the way back to 2014. The City Council in Peachtree City approved the agreement on Thursday, November 5, 2015. He stated he briefed the Board of Commissioners about the possibility of this happening at the October 22 meeting in Executive Session. He gave them a copy of the agreement, but you never know what another elected party is going to do until they do it. The next logical step was to come to the Water Committee, go over the agreement and get a recommendation. This item is on the November 12 agenda for our Board of Commissioners to ratify what Peachtree City approves. The agreement the Water Committee is seeing is what has been negotiated with Peachtree City and what has been approved.

Mr. Rapson went through the power point presentation prepared by Peachtree City and was presented at their council meeting. The first slide showed the plan for Peachtree City in 1957. What was actually planned and what actually happened is radically different. He said he thinks it is good to walk back in time to see where we are now versus where we were then. The population they said we were going to be at was closed to 85,000, now it is about half. The dwelling units are also about half.

From a historical view, the agreement we are talking about is a 1966 Water Franchise Agreement that was actually an agreement that was brokered by the elected leadership of the County and the City. Mr. Rapson said it is important to know that because when they were arguing about what that contract would be, they

actually kicked their attorneys out of the room and the elected parties are the ones who did it. This agreement gave us exclusive water rights to withdraw from Lake Peachtree and that we must maintain the dam, spillway and lake bottom. The reason maintain is highlighted on the slide is because that was really the point of contention with the County. What is maintenance? If you go back to the actual agreement, it talked about how we had to maintain the water levels at the 1966 water levels. There was no topo on what that water level was. It has caused lots of angst.

Mr. Rapson went on to say the 1966 agreement morphed off into other agreements; May 1966 helped to do the extension for the revenue bond, same thing with March 1985 and April 1981; the Loghouse Well was an agreement that spun off that basically providing excess water use for the county that had some credits coming back to the city. Then in 1984 we had the dredging contract. The reason that is important is because the dredging actually happened later in 1984. It established the dredging requirements to extend the life of the agreement to 2034.

Attorney Dennis Davenport commented today if you wanted to look and see what your relationship was with Peachtree City, you had to read every one of those agreements because some of the agreements modified the original language, some didn't. You could not just look at the original language, you had to put them all together, read them all together, and figure it all out. It took a while just to read and know what your responsibilities were.

Commissioner Oddo said first we had to find them all. Mr. Davenport agreed, he said we did not know one existed until probably six months into negotiations. Then we found another one.

Mr. Rapson then reviewed the timeline. The City requested us to lower the lake in early 2014 so they could do some seawall and dock maintenance. We discovered some cracks in the 50 year old spillway. Then, in March of 2014, United Consulting used ground radar to determine there were some voids underneath that spillway. The spillway is, in essence in conjunction with how the water gets past the dam. The dam is actually the physical road. What is important to understand is if we are supposed to maintain the spillway; everybody talks about the EPD standard and all that; Safe Dams and EPD did not exist in 1966.

Mr. Rapson said in 2014 Piedmont Geotechnical investigated the bores and established there were significant voids in the spillway. Recommendation was to pressure grout those to get the water back into the lake, but the spillway still needed to be replaced. The power point slide says replaced because the City actually did this power point, but ultimately the spillway needed to be repaired, which was the County's position, that we would certainly maintain and repair it. They are calling it a temporary repair; we are calling it a permanent repair. Those are the type of things that were going on, but basically the grout we put in there is going to maybe require some dynamite to get it out when they decide to do their spillway. That

structure is not going anywhere. Part of this has to do with the fact that EPD had Safe Dams and those folks involved at that point, and they had turned around and said you might be a Category 1 dam. Category 1 dam is a whole lot different than a Category 2. In April of 2014 all those folks got together, we looked at it; and then in April Safe Dams requested we do a hydrogeology study for the existing spillway. We had to do a final report showing all the videos, the time frame to get a professional engineering firm and then what the cost is for the spillway. The County is taking care of the last 3 items.

In May of 2014 we met with EPD and Safe Dams, they did not approve the temporary fix citing downstream health issues. They say “you are a Category 1”. The important date about this is on May 13, 2014 we were contacted at the County and told Safe Dams want to meet with us. It was supposed to be a “do nothing” meeting, to the point where he was thinking he did not need to go and we certainly don’t need the attorney there. In that meeting Safe Dams basically springs on the City, you are a Category 1 dam; we think there is a life and safety issue. At that point, that changed the entire characteristics of how we were working. At that point we were at the crux of doing a wet dredging. When they say it is a Category 1, we think it is an unsafe structure, in essence they said you have to drain the lake. That is the moment that we turn around, open the valve up and we start draining Lake Peachtree.

Mr. Rapson stated what is important about the definition of a Category 1 and a Category 2; Category 2 is not regulated by Safe Dams, Category 1 is. The County may not need Lake Peachtree as a water source; that was one of the statements that he made that made headlines for a while. Basically, what happened is in 1966 Lake Peachtree was, in essence, the water source that created Peachtree City. Since then, we have put on line Lake Horton, and Lake McIntosh; both reservoirs of 14 million gallons a day each. We go from having Kedron which has a 4 million gallon a day permit, Lake Peachtree is half a million gallons a day permit; everything flows into Lake Peachtree. So, everything flows into Lake Peachtree, 4 ½ million coming out of respectively Lake Peachtree and Kedron that basically carried the City for about 30 years. Now we have 28 million gallons from Horton and McIntosh. What we were saying was the permit for Lake Peachtree is .5 million gallons per day, can we live without .5 when we have 28 plus the 4 at Kedron. The answer to that was we might; and the reason that was important was because there was some discussion for a while on whether we just turn that into a recreational type lake. One of the caveats that we thought at the time that would make it a Category 1 was by definition if it was a water reservoir. We found out later that may or may not have been true, he still does not have a complete answer on whether that is true or not.

EPD issues it a Category 1 classification letter. We have a 50 year old spillway, and the question is what does maintain mean. Does the maintenance include replacement, should the design meet Category 1 standards, is Lake Peachtree needed as a water source, who is going to pay for the spillway, spillway 1 versus a category cost. In the June and July negotiations between the County and the City

**we started to answer a bunch of these questions and figure out who is going to do what, what is going to be done? First and foremost, how do we take care of this Category 1? Again, these are the agreements that we are all talking about. What we were going to do is take all those agreements we have and class them into one agreement that has some quantitative measures as opposed to this keep it at whatever level it was in 1966 and those type of things.**

**The process was the City negotiation team working through their City Council, the County negotiation team, everyone met to try to come up with the 2015 agreement. They had all kinds of subject matter experts, Lee from our perspective, CH2MHill, they had Schnabel, Geotechnical, and ISE; all these folks are continually working on feeding information to all the elected officials and the people in the room so we can come up with the 2015 agreement.**

**Mr. Rapson went on to say that the Water Franchise agreement that we have in front of us is 9 pages, we classed all those agreements into, in essence 9 pages. He noted a key point – Section 1.3 – old versus new, this has to do with Loghouse Well. The short version of this is the way the agreement worked was all this water was pumped out of Loghouse Well, went into our water system and we treated it. Because we did that, we gave the City a 15% reduction of the water that they used in net. Then, there was a complicated formula that ended up giving them a back charge at the end of the year. They paid the minimum charges during the course of the year, and then we sent them a final bill. What we are proposing new under this is that we would just treat them as commercial wholesale customer, just like we do the City of Fayetteville.**

**Vice Chairman Conner asked if this is for all of their use. Mr. Rapson said it is for all the use they have. The difference is we would take Loghouse Well, bring it up to speed so the pumps and everything are working. Then we would turn it over to the City and what they intend to do, we would disconnect it from our system, at that point they would be in charge of managing the permit, they would be in charge of doing whatever they want with it. All they want to do is use it to irrigate some of their recreational fields. We said we could do that and have the same relationship with them as we do the City of Fayetteville.**

**Chairman Frisina clarified this would be for City owned properties. Mr. Rapson said that is correct, and for us, since it is a part of our system, we have to treat that as potable water. We have to treat that water, just like we treat any other water. We have diversified ourselves of wells over the last couple of years because it is harder to treat well water than it is to treat normal water.**

**Mr. Rapson went on to discuss the maintenance of the dam and spillway. The county personnel would operate the dam and spillway, using our best management practices; we are also working with Safe Dams in regards to moving some of the trees, not all of the trees. We are waiting for a letter to come back from Safe Dams.**

**Mr. Pope commented that because this is a Category 2 structure, it does not necessarily fall under Safe Dams watch, but Safe Dams can be asked to come look at any dam that you own, regardless of the size. If you request their assistance, they are bound by law to come and help you. That is what we have done, asked them to come look at the trees and give us their recommendations. They are still involved from the point of their expertise to tell us what trees need to be removed. They will be sending us a letter giving us guidance on what trees need to be removed out there, per their standards. We asked them to come look at it.**

**Mr. Rapson stated that what he thinks Peachtree City wants, if they are going to assume the responsibility, ultimately then this contract for the dam and spillway and all those type of things, those will become their structures. They want to make sure if there are any trees that need to be removed that we remove them before we turn it over. He said he thinks that is a fair position to take.**

**Mr. Rapson went on to say this agreement actually establishes the water level. He said he does not know what it was in 1966, but now it is going to be 784.4 which is the top of the spillway. Vice Chairman Conner stated it was 785. In 1960 that was the design. Mr. Rapson suggested not hydroplaning over best efforts, because the reason the best efforts language is in there is because things happen, it rains, you have droughts, you have things like that. We are going to do our best efforts to keep it at that level. But we are not going to be best efforts to the point where we are going to pull Lake Kedron down into the dirt. The reason that is key is because some of those contracts alluded to that relationship. The permits would still be the same.**

**Russell Ray asked if the 784.4 is a new survey mark. Mr. Rapson said it is a new survey mark at the top of the spillway. Mr. Parrott stated that the difference was that there were boards on top of the spillway at the time that made the difference. They had temporary boards to raise...Vice Chairman Conner said Joel Cowan wanted to put boards in to adjust the lake level. The leading edge of the spillway is below 785. Mr. Parrott said every time we had a storm, they wanted us to pull the boards out and pull the thing down; we would have a crew out there taking these boards out in the weather.**

**Mr. Rapson referenced the official dredging map. If you want to know what the problem with the dredging is, this is our official map. He said he thinks the map speaks volumes. What it basically highlights is obviously the sense that he thinks the seven inlets that went into the lake. You can see at the very, very bottom there is hardly any sediment. They had a little bit of sediment over at the boat dock and launch; he does not even think the lowest 2 you can see were even dredged. Basically, they had no siltation. They did some major work over at Pinehurst boat ramp; the City did an additional 20,000 cubic yards. The primary areas are the top 3, which we define as Zone 1, when we actually created the dredging project one of the things we have been working with our consultants CH2MHill, was we actually**

create 2 bowl concepts so most of the sedimentation would be captured in those bowls.

Mr. Rapson stated the old dredging methodology was we would look at it every 8 to 10 years; we would jointly get together and decide if any dredging was required. Under the new contract we are using baseline bathymetric surveys which will tell us what the topo is of the actual lake. We have a City County 50% share for the cost of the bathymetric survey in 2030. Under the old contract there was a possibility of two, perhaps three dredging's remaining. Under this contract there will be one dredging in 2030. That is one concession. He said he does not want to hydroplane over that aspect of it. The City will commence dredging with Zone 1, the very top area. This is what we had called before Zones 1, 2 and 3; it is basically from the peninsula and runs almost straight across, which is what we dredged this time as well. Mr. Rapson pointed these areas out on the map on the Zone 1 slide. Of all the material we have taken out of there, probably 85% of the material came from there.

Mr. Rapson stated we are estimating taking 64,000 cubic yards out with the dredging we are currently doing. We have actually taken out 59,500 and some change. There is about 8,000 cubic yards left. He said they went out there yesterday and looked. We are 10 inches from full pool in Peachtree City; the Chairman, the Mayor, Himself, the City Manager, the Public Works Director and Lee Pope were all out there yesterday, saying it would be nice if we could just say we are done because the lake is full. He said he walked out there; there is a road we would have to leave. We probably could have gotten the buy off from the Mayor to do that, he thinks; reluctantly, but she probably would have done that. The problem is there are 3 dirt piles and it is obvious that if we left the lake full, we would in essence create 3 small islands.

Mr. Pope pointed out there is also a dumpster out there. Mr. Rapson said you can't see it, but there is a pump under water. There is also a little bit of sedimentation that has to be pulled out. He said we could probably get that from the road; he said his hope had been, out there standing in the rain, that these piles were closed enough that we could get them from shore. That is not possible; we could not even build a land thing. The Mayor suggested leaving it full and going back and doing a wet dredging. Now, you are going back to EPD. He said they all reluctantly agreed that we would have to drain the lake back down. He said he wants everyone to understand what that decision means; if we leave the valve wide open, it is probably 10 or 14 days before it is down where it needs to be, number 1. Then it is probably another 14 for it to dry out to be able to use, so we are looking at probably the middle of December, assuming it does not rain.

He said the Mayor understood this, and he will communicate it to the Board of Commissioners Thursday evening. He wanted to communicate it to the Water Committee today. He said the problem as he sees it; there are 8 homes around this area. We are going to have 8 families understand what we are doing. There is really no other area, no other problem in the lake at all, except in this little cove that

most people don't see because the road is out here. He said he explained to the Mayor we need to show people the pictures, even then she will have 90% of her city perfectly fine with dredging three islands they can't see. He said this is an obstacle he thinks Peachtree City is going to have to deal with.

Mr. Rapson stated in the past we dredged somewhere between 20,000 cubic yards; we are dredging 64,000 here. We already have 59,000 of that and we have another 8,000 in the lake. We probably have another 4,000 or 5,000 of dirt standing on Drake Field. Mr. Bowling agreed. We assumed in 2013 the dredging, based on what we had seen, based on how it has, based on siltation and all those things and based on how we built this, we are expecting we will have 40,000 cubic yards we will have to pull out in 2030. The bathymetric survey will determine what needs to be removed and where it is at. We will be turning over the dredging aspect of this to Peachtree City and ultimately they will decide where to dredge. For us, from a water perspective we are concerned about capacity. Mr. Pope agreed; volume of storage. Mr. Rapson said volume of storage, not where you are dredging. Obviously, Zone 1 is where they will focus, but they may go to other areas of the lake and dredge and we really don't care. If they dredge outside the areas of Zone 1, that is all on the City anyway. What the contract basically says is whatever the bathymetric survey says we will dredge that quantity, plus 10%, and anything over that the City would have to pay for it. They could, in essence, dredge more or other places, but that is not on our dime.

Mr. Davenport commented the 10% was put in because this is best guesstimate with a bathymetric survey. It also realizes there is probably 8 to 12 months of lag time between the survey and the actual dredging. There is a certain level of accumulation that is going to occur. We figured 10% was a reasonable amount to put in for the "fluff factor".

Mr. Pope commented that bathymetric surveys used to be monumental, they were expensive, they were cantankerous and hard to do, but now they are a lot easier to do and have 3D modeling where you can layer them. Visually you see where you are having a buildup of sediment. They give us a really clear detail model of where the sediment has accumulated.

Mr. Rapson said to keep in mind, we are assuming 2030 will probably be a wet dredging anyway, and he does not think by 2030 the pain for the lake being drained will be gone then. In 2030 we are assuming an average expense for the dredge way is \$3,000,000.00. He explained how they got to that, because when you look at our contract now, it is about \$1.8 million, all in. Part of why it is \$1.8 million is because the developer who actually got the award split the cost for hauling and split the cost of the dirt because he was going to put it somewhere else and sell to someone. He said he does not even know or care about that side of the equation. We had 2 other bids that were in the neighborhood of \$3.6 and \$3.7 million; he said he thinks 3 million dollars is a reasonable cost for what we think it is going to be.

**Mr. Pope commented that we could expect the contractors cost to go up in 15 years. Mr. Rapson explained the agreement says we will split this cost, but we are giving the City a million dollar credit. He said they wanted to show an example of what that would look like, basically under this scenario, if it cost 3 million dollars, the City share would be \$1.5 million, we netted \$1 million, half a million, so our cost of the \$3 million dollars we would pay \$2.5 million of it, they City would pay half a million dollars of. Then we would split 50/50 on any road repairs. So, we assume the dredging cost is \$2.5 million; also we are giving them a \$2 million dollar contribution for the spillway replacement. He said he found out, for the first time Thursday when they actually voted and approved it, because he was at the meeting; they also intend to do some structural improvements to bring the dam up to a Category 1 dam. They are estimating that cost to be somewhere between half a million to a million dollars. They are estimating their cost for their spillway to be somewhere between \$2.5 or \$3 million. We are not paying entirely for the spillway, we are giving them a contribution, from the City perspective they are having to come up with somewhere between \$1.5 or \$2 million dollars. That is what he was hearing.**

**Mr. Rapson went on to say from our perspective we would give them \$2 million dollars for the spillway, they would have a 4 year timeline to build that spillway. If they did not build the spillway in 4 years, they would give us \$1 million of the money back. Our all in cost is \$2 million for the spillway, we have to make \$2.5 million in 2030 for the dredging.**

**Mr. Davenport asked if the 4 years is 4 years from execution of the contract or 4 years from the contract to build the spillway. Mr. Rapson said it is 4 years from execution of the contract. Mr. Davenport said there are 2 contracts; one between the City and the County, there is another contract from the City to the vendor to build the spillway. Is it 4 years from the vendor? Mr. Rapson said yes, the vendor contract. We give them 2 million dollars, we get \$1 million back if they haven't built it after they have actually executed. He said they have Schnabel already working on the design for the spillway as we speak. One of the reasons why they feel like that is necessary is because they feel like even though we got EPD to reverse the decision, EPD is rewriting different laws and stuff, so that more than likely Lake Peachtree will be a Category 1. They are trying to get ahead of that, which, he thinks is pretty progressive for the Mayor and Council.**

**Mr. Rapson said they have engaged Schnabel, they are moving forward on that, they are looking at the design and the design is for a 1,000 year storm. Basically, they are saying yes, they are planning for that reclassification.**

**Mr. Rapson said Section 2.9 says the County can move the intake structure from Lake Peachtree to Lake Kedron. They had a lot of debate about that, too. One of the reasons why there is a little bit of unrest with the County and EPD is the fact that if you look at our permit, our permit says we take 4 million from Kedron and we take .5 million gallons out of Peachtree. In reality, what we have done over the**

last 30 plus years if we have taken the entire 4.5 out of Peachtree, but we have let it flow through Kedron. What we are saying is we would like the ability to take our inlet and move it up to Kedron, so that our permit is in agreement with what EPD has approved. For us to do that, it requires City easements. We can't just put pipes in City greenbelt without their approval. So this contract will give us the ability to move that if we choose to do so.

Chairman Frisina asked if the easements are implied or will we have to go back and get them. Mr. Rapson stated we would still have to work with them; there is language in the agreement that says they will let us move our inlet. Mr. Davenport commented it is in the contract, they say they will cooperate; we say we will cooperate in things they want to do. It is a 2 way street. Mr. Rapson said what if we do that next year? His answer is we still have a valid contract saying we have to do things. We still have to honor our contract that the 2 elected bodies approved, so it is irrelevant whether we move it in a year, 2 years or 3 years. In his mind it is irrelevant, if we were going to move it, then we move it, it does not really change the substance of this contract. It just means now the permit is in line with what we have done with EPD.

In Section 4.5 purchase the water system; Mr. Rapson said this language has always been in the contract. We tried it up a little bit because basically what he said is yes, we will sell you the water system, but we are not going to sell you the things that make us a water system. We are not going to sell you our water treatment plant, we are not going to sell you our towers, we are not going to sell you our trunk lines. We have lines that go through Peachtree City that feed other areas in the county. We have a systematic, almost like a 2-85 ring of water that we use to service everything. So, we will sell you the components you want and quite frankly he would be more than willing to sell them the oldest infrastructures in the subdivisions. Those are the ones we are having problems with. He said he thinks, from their perspective their thing is, we have a great relationship with the County now, but what happens 10 years from now if it falls apart. We still want the ability to go build us a water treatment plant and be in control of our own destiny and take over the subdivisions and all that kind of stuff. He said we can do that as long as we can make the bonds work and do all of that, and as long as you don't cripple my other infrastructure. Again, from a Peachtree City perspective, let's say they had a willingness to do a water system, go out and do revenue bonds for 8 or 9 million dollars and build a water treatment plant and we were willing to figure out the cost for the subdivisions, they write us a check and now they connect all those different subdivisions, and they lay new pipes with their new water system. At the end of the day, they have a half a million gallon a day permit from Lake Peachtree, which means in essence they are my largest commercial wholesale customer. They have to buy water from somewhere and I am the best game in town. Either way...people say what does that look like? It looks like the City of Fayetteville. This is exactly what the City of Fayetteville is to us.

**Mr. Rapson said in summary, after many months and hours of discussions with he cannot begin to tell you, he cannot even name all the acronyms of the people we dealt with up at the State level; we have gotten this agreement, it has actually gone before Peachtree City, they have approved it. He asked if there are any questions or concerns.**

**Vice Chairman Conner stated one concern he has is this past year the Lake Association voted to use the entire lake for boating, skiing, and wake boarding; make big wakes. Where, used to, they were restricted to a small area where it did not damage anything. In talking to Lee about it, Lee thinks, and he agrees, we need to restrict how close they can come to the water intake.**

**Mr. Pope stated he thinks they need to stay out of that inlet going over the spillway and they need to stay away from our intake, just like we have them do at Lake McIntosh.**

**Vice Chairman Conner referred to Section 2.5; he wondered about that. Mr. Rapson asked wouldn't that be governed under our EPD – Reservoir Management. Mr. Pope commented they would not get involved in that, it would be us in protecting our intake. Vice Chairman Conner said the City has sort of taken hands off as far as controlling the boats on the lake. It went from 75 horsepower max to probably over 300; there are huge boats on that lake now and it can really be a problem.**

**Mr. Rapson asked Attorney Davenport how we would handle that. Mr. Pope asked if we could have operational areas. Attorney Davenport said he is still in the dark how they have such freedom on Lake Peachtree to do what it is they want to do, separate and apart from other reservoirs. He said he knows people say they are grandfathered in because they were put in so long ago, but the thing about grandfathering is you protect your right to do what you are doing is vested so long as you don't stop doing it or you don't enlarge it. To enlarge this, to him, this seems like it would trigger whether or not you can enlarge it, because while you might be grandfathered to do certain things, if you are contemplating doing more than you have done historically, that might trigger EPD involvement. While you might have used a third of the lake for that type of activity and now you are proposing to use the entire lake in that type of activity, now you are under today's standards, not standards from 1966.**

**Mr. Rapson said this would go back to the Reservoir Management that we have with EPD. Attorney Davenport said correct, he thinks the first question you have to get a valid answer is, is this an EPD issue; it very well could be. Until you know what EPD's response is; his history with EPD is they will say yes, anytime you ask them a question like that, because they want to be involved.**

**Mr. Rapson gave the example of right now, they are restricted in regards to, at least they have adhered to the restriction of EPD in regards to Reservoir Management in**

regards to the triathlons, every time they have a triathlon or the dragon boat race or any of that kind of stuff, and we get approval for all that. The reason they do that is because, again, it is under that Reservoir Management Plan in regards to what they can and can't do. He said he thinks that's how you restrict them. There is nothing in this contract, nor has been in any of the other contracts that he has read that caused the restrictions we currently have on the City in regards to how they operate in that lake as a water reservoir other than the Water Reservoir Agreement we have with EPD that they have adhered to over the years.

Attorney Davenport referenced the language about the county being responsible for the ongoing operations of the spillway, and the dam. In Section 2.5 it was initially the County and City agree that everybody in the County could use the lake, what you see in 2.5 now is Peachtree City saying no that is not going to happen. Vice Chairman Conner said we are talking about an area just in front of the intake.

The paragraph that says the County is responsible for operations and maintenance of the spillway and the dam, etc. Out of that authority of the County would be to restrict people from coming too close to harm their operations of the spillway and the dam. If somebody had a watercraft come within 50 feet and potentially endangered the County's ability to effectively operate the spillway and the dam, the County would have inherent authority to say no, you can't do that.

Mr. Rapson referenced Section 2.2, the County's operation and maintenance of the dam and spillway will occur consistent with the County's standard operations and maintenance procedures which are required to be employed for a drinking water reservoir. Attorney Davenport commented that is the hook; that gives the County the authority to say we have certain standards. Mr. Rapson said he thinks the language is already there. How do we even know that happened?

Vice Chairman Conner commented this is such a shallow lake, even at the dam. Attorney Davenport asked who makes the decision to broaden that. Is that a City decision or that an association decision. Vice Chairman Conner said it was just done by the association which is a very loose, benign association. Mr. Rapson said it is not an HOA, it is an association of people who live along the lake. Mr. Pope said he spoke with Chip about we ought to put some buoys that say "Dam Ahead, No Wake" and then build buoy lines in that area. Mr. Rapson said he agrees. This is part of the County operations of a water reservoir. We need to put them up at Lake McIntosh because of the kayaks. Attorney Davenport said we can already do those things.

Mr. Pope stated he has talked with Chief Myers about doing a buoy line at Lake McIntosh, and he wants to do it at all the reservoirs in the operational dam area.

Mr. Rapson said he would have a discussion with Peachtree City about that, just to give them a heads up. He will let Tom Fulton know this is the County's position and let the City know so they are not surprised when Tom calls.

**Alan Bowling asked if you all had come to an agreement on what it means to get Loghouse Well up and running. Mr. Rapson said yes, we will bring the pump up to operations so they can do what they need to do. Mr. Pope said Mr. Ray had gotten a quote last year and we can go back to that. The pump is currently not operational; it would not run for very long at a time. We can bring it back to its current standards. He thinks that is only fair. Mr. Ray stated the pump house itself is in very good shape right now. All the electrical was upgraded a few years ago.**

**Mr. Rapson said he would like a motion to have this approved with a recommendation to approve it to go to the Board of Commissioners so they can take whatever action they are going to take, if they take any action on November 12.**

**Vice Chairman Chip Conner made the motion and Chairman Frisina seconded to recommend to the Board of Commissioners approval of the proposed agreement. There was no opposition.**

**LAKE PEACHTREE DREDGING UPDATE.**

**The committee reviewed photos provided by Commission Chairman Oddo of Starr's Mill and Lake Peachtree after the recent rain event.**

**Alan Bowling reported in the last 2 weeks we have received 10 inches of rain based on USGS.**

**Steve Rapson made a motion to adjourn the meeting, Commissioner Oddo seconded and there was no opposition. The meeting then adjourned.**

**There being no further business, Chairman Pete Frisina adjourned the meeting at 8:55 A.M.**

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**Peter A. Frisina**

**The foregoing minutes were approved at the regular Water Committee meeting on the 18th day of November, 2015.**

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**Lisa Speegle**