

Coweta County Water & Sewerage Authority

Meeting Agenda

Wednesday, July 6, 2022

Board Room

Meeting Time: 9:00 A.M.

Approx

Time

Agenda Item

Presenter

9:00 a.m. Call to order

Chairman Smith

Approval of minutes from the June 1, 2022 meeting

Business

Approval of Intergovernmental Agreement between
Coweta County, The Town of Sharpsburg, Twelve
Parks Development, The Town of Turin and
Coweta County Water and Sewerage Authority

Jay Boren

Approval of Garver, LLC Agreement

Jay Boren

Update on Operations

Rick Jones

Update on Customer Care/Information Technology

Alan Sibley

Update on Human Resources

Mandy Sledd

Monthly Report

Roger Dawson

Approval of FY2023 Budget

Roger Dawson

Agenda Additions:

Executive Session

Litigation / Real Estate/ Personnel

Adjournment

Next Board Meeting Wednesday, August 3, 2022 at 9:00AM

RE: 438.02 acres of land, Land lot 120-122 & 151-153, 1st Land District, Deed Book 4170, page 337, Coweta County records

Return to: JAC
Glover & Davis, P.A.
P.O. Box 1038
Newnan, GA 30264

STATE OF GEORGIA
COUNTY OF COWETA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN COWETA COUNTY, GEORGIA,
THE TOWN OF SHARPSBURG,
TWELVE PARKS PH D DEVELOPMENT, LLC,
THE TOWN OF TURIN AND
THE COWETA COUNTY WATER AND SEWERAGE AUTHORITY
FOR REVIEW AND PERMITTING OF THE TWELVE PARKS
DEVELOPMENT
AND FOR OTHER PURPOSES**

This Agreement is made and entered into this ____ day of _____, 2022, by and between Coweta County, Georgia (“County”), the Town of Sharpsburg (“Town”), Twelve Parks PH D Development, LLC, (collectively “Developer”), the Town of Turin (“Turin”) and the Coweta County Water and Sewerage Authority (“WASA”).

WHEREAS, the Developer intends to develop a residential development known as the Twelve Parks Development (hereinafter “Twelve Parks”) in accordance to the preliminary plans dated 1/16/17 as amended and attached hereto as Exhibit “A”; and

WHEREAS, approximately eleven (11) residential lots (“Town Lots”) of Twelve Parks are within the jurisdictional boundaries of the Town of Sharpsburg and shown on attached Exhibit “B”; and

WHEREAS, to ensure consistent development standards throughout Twelve Parks, the Town, the County and the Developer have all agreed to allow the County to review, inspect and approve all development and issue all permits in accordance with the County’s applicable zoning and development regulations; and

WHEREAS, the portion of Twelve Parks located in unincorporated Coweta County will be served with water and sanitary sewer by WASA; and

WHEREAS, the County, Town, Developer, WASA and Turin have agreed to allow WASA to serve water and sanity sewer to the Town Lots; and

WHEREAS, the governmental entities that are parties to this Agreement have the authority to enter this Agreement pursuant to Ga. Const. Art. 9, § 3, ¶ 1.

NOW, THEREFORE, in consideration of the mutual promises and benefits flowing from one to the other pursuant to this Agreement, the County, Town, Developer, WASA and Turin hereby agree as follows:

1.

The Town, the County and the Developer agree that all zoning conditions and development standards that are in effect or have been adopted specifically for Twelve Parks in unincorporated Coweta County shall be effective for the Town Lots.

2.

The County shall conduct any and all inspections, approvals, reviews and permitting for any and all construction and development of the Town Lots, including but not limited to all infrastructure.

3.

The Town shall take all action necessary to authorize the County to conduct any and all inspections, approvals, reviews and permitting for the construction and development of the Town Lots in accordance to the plans attached hereto as Exhibit "A".

4.

The Town authorizes the County to approve the final plat for Twelve Parks including the Town Lots at such time as the County finds the final plat meets all County requirements, including but not limited to, development standards, maintenance bond requirements, zoning conditions and development agreement obligations.

5.

The Town agrees that the street right-of-way width for Twelve Parks shall be thirty-six (36) feet in accordance to the plans attached hereto as Exhibit "A".

6.

Turin and the Town authorize WASA to provide water and sanitary sewer services to the Town Lots as shown on Exhibit "B". This provision shall be strictly limited to the Town Lots due to the specific nature of this development, including but not limited to, the number of Town Lots as a percentage of the total number of lots in Twelve Parks, and shall not further authorize water services within the municipal limits of the Town or Turin. The Developer shall pay to Turin the sum of Fifty Thousand Dollars (\$50,000.00) as compensation for lost revenues related to these customers in Turin's service area in the Town. By entering into this Intergovernmental Agreement, the Turin and the Town specifically agree that this provision is a modification of the Intergovernmental Agreement between the Town of Sharpsburg and the Town of Turin, dated June 12, 2017 as provided for therein under Article VIII. Turin and the Town agree that paragraph 3.5 of the Intergovernmental Agreement dated June 12, 2017, shall remain in full force and effect, but for those eleven (11) lots as shown on Exhibit "B".

7.

The County and the Town agree that the County shall not have any further responsibility regarding inspections, approvals, reviews and permitting for any and all construction and development of the Town Lots once this Agreement terminates.

8.

The County and the Town shall enter into a separate agreement regarding roadway maintenance within the municipal limits of the Town that will serve the Town Lots.

9.

This Agreement shall terminate at such time when all maintenance bonds for Twelve Parks within or without the Town boundaries have expired or all Certificates of Occupancies have been issued for the Town Lots, whichever event occurs last.

10.

The terms and conditions of this Agreement shall be binding upon the Developer and its successors in title and shall run with the title to Property. This Agreement shall be binding upon the undersigned, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and entered this agreement the dated and year first above written.

Sworn and subscribed before me this
____ day of _____, 2022.

Witness

Notary Public
My Commission Expires: _____

COWETA COUNTY, GEORGIA

By: _____
Chairman

Attest: _____
Clerk

[Signatures continued on next page]

Sworn and subscribed before me this
____ day of _____, 2022.

Witness

Notary Public
My Commission Expires: _____

TOWN OF SHARPSBURG, GEORGIA

By: _____
Mayor

Attest: _____
Clerk

Sworn and subscribed before me this
____ day of _____, 2022.

Witness

Notary Public
My Commission Expires: _____

TWELVE PARKS PH D DEVELOPMENT
LLC

By: _____

Attest: _____

[Signatures continued on next page]

Sworn and subscribed before me this
____ day of _____, 2019.

Witness

Notary Public
My Commission Expires: _____

TOWN OF TURIN

By: _____
Mayor

Attest: _____
Clerk

[Signatures continued on next page]

Sworn and subscribed before me this
____ day of _____, 2022.

Witness

Notary Public
My Commission Expires: _____

COWETA COUNTY WATER AND
SEWERAGE AUTHORITY

By: _____

Attest: _____



**Agreement
For
Professional Services
Coweta County Water and Sewerage
Authority**

Project No. 22W38085



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **Coweta County Water and Sewerage Authority** (hereinafter referred to as **“Owner”**), and **Garver, LLC** (hereinafter referred to as **“Garver”**). Owner and Garver may individually be referred to herein after as a **“Party”** and/or **“Parties”** respectively.

RECITALS

WHEREAS, Owner intends to utilize Garver to design a percentage of the Chattahoochee River Pump Station (the **“Project”**).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“Effective Date” means the date last set forth in the signature lines below.

“Damages” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“Hazardous Materials” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“Personnel” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (**“Services”**). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.
- 3.3. Payment.
- 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
- 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
- 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
- 5.1.1. Those responsibilities set forth in Exhibit A.
- 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

- 6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

- 6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

- 6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

- 6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

- 6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.



6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater



confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.



9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file suit.



10.1.2. Litigation of any Dispute shall be brought exclusively in a federal or state court having jurisdiction over Coweta County, Georgia ("**Venue**"). Each Party irrevocably waives, to the fullest extent permitted by applicable laws, any claim or any objection it may now or hereafter have, that venue or personal jurisdiction is not proper with respect to any such legal action, suit, or proceeding brought in such Venue, including any claim that such legal action, suit, or proceeding brought in such Venue has been brought in an inconvenient forum. Each Party further consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party at its address specified herein for the giving of notices, or by such other notice given in accordance with the rules and procedures of such courts. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

10.1.3. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome or to consolidate litigation with another matter regarding the same nucleus of facts.

10.1.4. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs.

10.1.5. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, and (ii) all costs reasonably incurred to bring such Services to an orderly cessation.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-



terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

- 12.1. Governing Law. This Agreement is governed by the laws of the State of Georgia, without regard to its choice of law provisions.
- 12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.
- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

- 13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance
Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.



Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.


Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

**Coweta County Water and Sewerage
Authority**

Garver, LLC

By: _____
Signature

By: 
Signature

Name: _____
Printed Name

Name: Brian Shannon
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 6/28/2022

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

1. GENERAL

Generally, the scope of services includes developing a Basis of Design Report (BODR) with 10% plans for a pump station on the proposed Georgia Power property, and a route study for the raw water pipeline with up to (3) alternatives. This pump station will supply raw water from the Chattahoochee River to be used by Coweta County Water and Sewerage Authority to supply drinking water to customers.

To achieve these goals Garver purposes to include the following services:

1. Create a BODR for the pump station to define the Project need, preliminary site location, design criteria, alternatives for evaluation, preferred alternative, and next steps of the Project.
2. Develop 10% plans for a raw water pump station at the proposed location of the Chattahoochee River for Owner. These plans will include civil, mechanical, structural, electrical, piping and instrumentation diagram drawings.
3. Gather readily available desktop information from utilities, County GIS, and GDOT for parcels along all of the proposed pipeline routes.
4. Using the data collected, Garver will provide up to (3) alternative route studies for the raw water pipeline from the proposed pump station to the B.T. Brown Reservoir. Garver will provide drawings of alternate routes available with a technical report, parcel numbers, acreage estimations and other relevant information for the parcels along the route.

2. Task 1 - PROJECT MANAGEMENT

1. **Kickoff Meeting** - Garver will conduct a kickoff meeting with the Owner. The purpose of the meeting will be to review the objectives of the Project, review the scope of work, discuss the schedule, and to highlight the deliverables.
2. **Utility Coordination** - Garver will work with all known utility Owners potentially affected by the Project to gather information at this stage of development. Garver shall provide continued communication among all known affected utility Owners to enable them to provide input into the alternative routes.
3. **Preliminary BODR Workshop** - Garver will conduct a workshop to discuss the baseline design criteria prior to the alternative evaluation.
4. **BODR and 10% Plans for the Pump Station Workshop**- Garver will conduct a BODR and 10% plans for the pump station workshop with the Owner. The purpose of this meeting is to review the alternatives of design for the pump station with the Owner and to receive comments from the Owner.
5. **Route Study Workshop** - Garver will conduct a route study workshop with the Owner. The purpose of this meeting is to provide the Owner with alternative routes for the pipeline to follow. Garver will also provide the Owner with a preferred alternative route.



3. Task 2 - BODR and 10% Plans for the Pump Station

The BODR and the 10% plans for the pump station submittal will be conducted simultaneously. The BODR will include:

1. **Introduction and Project Background** – This section will cover the Project scope, Project need, river withdrawal location identification, and the preliminary layout of the pump station.
2. **Design Criteria** – The criteria that will be provided will be flow rates, river screening, river intake, pump intake, pump, motor, pump control, pump power, piping and instrumentation diagram, station piping, surge control, site layout, and pipeline criteria.
3. **Alternatives Evaluation** – This section will have different alternatives for site layout, constraints, site access, geotechnical considerations, river screening, river intake, pump control, pump power, station piping, and surge control.
4. **Preferred Alternative** – Garver will make a recommendation for the overall pump station design with reasoning for the chosen alternative and provide an opinion of probable construction cost (OPCC) per recommendations of the Association for the Advancement of Cost Engineering (AACC).
5. **Project Summary, Schedule, and Next Steps** – This section will include the future steps to move forward with the withdrawal permit, 30% plans and site purchase, easement coordination, funding assistance, environmental impacts, and options for construction.

The pump station design phase will represent approximately 10 percent (%) of final construction contract plans. These plans will have sheets for civil, structural, mechanical, electrical, piping and instrumentation diagram. This submittal will not include technical specifications or “front end” contract documents. Garver will incorporate comments from the Owner on the BODR and 10% plans for the pump station in the final submission.

4. Task 3 - Route Study

Previous planning efforts have narrowed in a potential corridor between the proposed river pump station and the B.T. Brown Reservoir. The Routing Study provided by Garver includes a study to further evaluate the engineering and costs to provide raw water supply pipeline within this corridor. Specific goals of the Routing Study are:

1. **Identification of Routes** - Identifying up to three (3) route alternatives for the raw water delivery pipeline.
2. **Coordination** – Coordinate with utilities (fiber, gas, water, telecom, sewer, OHE, etc.) on existing easements and locations of their given system. Work with the Georgia Department of Transportation (GDOT) to determine right-of-way access for the route study along State Route 16. Work with the County GIS department on known assets along the route.
3. **Background Data Collection** - Garver will compile readily available desktop data for evaluation of the route and develop a baseline alignment with up to three (3) alternatives. Garver will compile all the data within ArcGIS to facilitate geospatial analysis and mapping. Garver will compile the following available data and will document the data collection process in a “Data Collection Log”. This log will include:
 - a. Parcel data
 - b. Easements and Right-of-way
 - c. Utility data (fiber, gas, water, telecom, sewer, OHE, etc.)
 - d. Streams, wetlands, etc.



4. **Alignment Alternative Development** – Garver will develop alignment alternatives based on a desktop analysis of the corridor. Garver will develop a baseline alignment with up to three alternatives.
5. **Field Data Collection** – Garver will walk the proposed alignments to identify opportunities and challenges associated with each of the alignment alternatives. Factors in the field include access, constructability, stream crossings, wetlands and items related to unknown challenges.
6. **Reporting** – Garver will develop a technical memorandum documenting the findings of the evaluations. The technical memorandum will include:
 - a. A recommendation for the preferred alignment.
 - b. An updated OPCC per recommendations of the AACC for the preferred alignment.
 - c. Garver will submit a draft Routing Study technical memorandum for review by Owner's staff.
 - d. Garver will incorporate comments from the Owner and produce a final Routing Study technical memorandum to be submitted to the Owner.

5. FINAL SUBMISSION

Upon completion of both the BODR, 10% plans for the pump station, and the route study workshops, Garver will incorporate the comments from these into the final submittal.

6. PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

1. **BODR Design Criteria Workshop**: Garver will conduct a workshop to discuss the baseline design criteria prior to the alternative evaluation.
2. **BODR Alternatives Review Workshop**: Garver will conduct a workshop to discuss design alternatives with CCWSA, provide recommendations, and gather feedback from stakeholders.
3. **BODR and Pump Station 10% Plans**: Garver will conduct a workshop to discuss the baseline design criteria prior to the alternative evaluation.
4. **BODR and Pump Station 10% Plans Workshop**: Garver will conduct a BODR and 10% plans for the pump station workshop with the Owner. To include:
 - a. Review of the BODR with alternatives for design
 - b. Review of the 10% plan and profile sheets
 - c. Provide the Owner with a preferred design
5. **Route Study**: Garver will submit a Routing Study technical memorandum for review by the Owner.
6. **Route Study Workshop**: Garver will conduct a route study workshop with the Owner. To include:
 - a. To provide the Owner with up to (3) alternative routes for the pipeline to follow.
 - b. Garver will also provide the Owner with a preferred alternative route.

7. EXTRA WORK

The following items are not included under this Agreement but will be considered as extra work:

- A. Final design services.
- B. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- A. Submittals or deliverables in addition to those listed herein.
- B. Pavement Design beyond that furnished in the Geotechnical Report.
- C. Retaining walls or other significant structural design beyond that required for the pump



- station.
- D. Street lighting or other electrical design beyond that required for the pump station.
 - E. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to EPD.
 - F. Construction materials testing.
 - G. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
 - H. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
 - I. Topographic and property surveys are not anticipated for the completion of the Project and not included in this scope of services but can be added by amendment. Any information provided by Owner to Garver is assumed as correct.
 - J. Geotechnical is not anticipated for the completion of the Project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.
 - K. Environmental Services are not anticipated for the completion of the Project and not included in this scope of services. Any information provided by Owner to Garver is assumed as correct.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

8. SCHEDULE

Garver shall begin work under this Agreement within ten (5) business days (BDs) of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Duration (BDs)	Example Date
Kickoff Meeting	5 BDs from the NTP	6/7/2022
BODR Design Criteria Review Workshop	15 BDs from Kickoff Meeting	6/27/2022
BODR Alternatives Review Workshop	25 BDs from Design Criteria	7/4/2022
BODR, 10% Pump Station Plans, and Route Study	25 BDs from Alternatives	9/12/2022
BODR, 10% Pump Station Plans Workshop	5 BDs from Submission	9/19/2022
Route Study Workshop	5 BDs from Submission	9/19/2022
Final Submission of Deliverables	5 BDs from Workshops	9/26/2022



**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
<i>Task 1 -Project Management</i>	\$9,010	LUMP SUM
Task 2 – BODR and Pump Station Design	\$116,404	LUMP SUM
Task 3 – Route Study	\$73,386	LUMP SUM
TOTAL FEE	\$ 198,800.00	

The lump sum amount to be paid under this Agreement is \$198,800. For informational purposes, a breakdown of Garver's estimated costs is included in this Exhibit B.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about June 2023.



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000



**EXHIBIT D
(FORM OF AMENDMENT)**

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Coweta County Water and Sewerage Authority
Project No. 22W38085**

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the [Client Name] (“Owner”) and Garver, LLC (“Garver”), dated [Insert date] (the “Agreement”).

This Amendment No. [?] adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

[OWNER NAME]		Garver, LLC	
By:		By:	
	<i>Signature</i>		<i>Signature</i>
Name:		Name:	
	<i>Printed Name</i>		<i>Printed Name</i>
Title:		Title:	
Date:		Date:	
Attest:		Attest:	

	6/30/2022 Adopted	6/30/2023 Proposed
Revenues		
Water Revenues	\$ 21,945,000	\$ 26,594,366
Sewer Revenues	4,582,000	6,013,608
Miscellaneous	1,417,300	2,177,057
Connection Fees	1,758,200	1,676,610
Interest Income	50,000	150,000
Total Revenues	\$ 29,752,500	\$ 36,611,641
Expenses		
Customer Care	\$ 1,415,096	\$ 1,320,101
Water Distribution	5,630,848	8,467,611
Waste Water Operations	2,118,783	2,956,789
Administration and Finance	2,220,992	2,566,704
Infrastructure	3,130,094	3,428,752
BT Brown Water Treatment Plant	3,073,709	3,083,599
Engineering	720,431	805,931
Cross Connection / Backflow	630,653	745,832
Maintenance	549,669	807,181
Information Technologies	522,452	632,959
Safety	21,200	24,500
Capital Expenditures	2,938,573	6,588,954
Debt Service	6,780,000	6,666,660
Total Expenses	\$ 29,752,500	\$ 38,095,573
	\$ -	\$ (1,483,932)
Other Sources of Funds:		
Reserves	\$ -	\$ 1,483,932
	\$ -	\$ -

Account	Name	Adopted FY22 Budget	Proposed FY23 Budget
Fund: 030 - CCW&SA			
030-140-000-4405	Activation Fees	(95,000)	(303,122)
030-140-000-4410	Miscellaneous	(75,000)	(90,000)
030-140-000-4412	Vaults	(75,000)	(200,000)
030-140-000-4450	Water Sales	(21,870,000)	(26,504,366)
030-140-000-4452	Sewer Revenues	(3,372,000)	(4,082,733)
030-140-000-4454	Water Connection Fees	(1,500,000)	(1,450,000)
030-140-000-4458	Leak Adjustment (Insurance, Net)	(585,000)	(600,000)
030-140-000-4459	Water Reuse	(500)	(2,000)
030-140-000-4460	Decentralized Sewer Revenue	(90,000)	(90,000)
030-140-000-4461	Sewer Capacity Fees	(1,020,000)	(1,715,875)
030-140-000-4464	Sewer Connection Fees	(258,200)	(226,610)
030-140-000-4467	Septic Waste	(100,000)	(125,000)
030-140-000-4471	BT Brown Permits	(17,000)	(17,000)
030-140-000-4480	Late Charges	(350,000)	(330,000)
030-140-000-4481	Returned Ck Fees \$30.00	(4,000)	(4,000)
030-140-000-4482	Continuation Fees	(90,000)	(200,000)
030-140-000-4502	Plan Review	(50,000)	(40,000)
030-140-000-4504	Insurance Claims	(5,000)	(25,000)
030-140-000-4505	Haralson Surcharge	5,200	5,200
030-140-000-4508	Salvage	-	(3,000)
030-140-000-4610	Purchases Discount	(1,000)	(1,900)
030-140-000-4701	Convenience Fee	-	(389,235)
030-140-000-4802	Water Fines	(50,000)	(67,000)
030-140-000-4803	Reimbursements	(100,000)	
030-141-000-4420	DRIP Program - Round-up Contributions	-	-
030-161-000-4610	Interest Income	(50,000)	(150,000)
030-190-000-4195	Donated Water Lines	-	-
030-190-000-4303	Grant Proceeds	-	-
030-190-000-4999	RESERVES		(1,483,932)
Total Revenues		(29,752,500)	(38,095,573)

Account	Name	Adopted FY22 Budget	Proposed FY23 Budget
030-800-000-4505	Haralson Surcharge	(5,200)	(5,200)
030-800-000-5000	Regular Payroll	566,253	608,679
030-800-000-5001	Overtime	18,068	14,873
030-800-000-5030	FICA	36,228	38,660
030-800-000-5031	Medicare	8,473	9,042
030-800-000-5040	Health Insurance	195,942	174,108
030-800-000-5055	Life / AD & D / Disability	6,532	7,045
030-800-000-5060	457B/401A	69,086	57,994
030-800-000-5850	Uniforms	3,900	3,900
030-800-000-6204	Bank/Merchant Fees	200,000	100,000
030-800-000-6205	Online Bad Debt Recovery	6,000	6,000
030-800-000-6208	External Billing Services	21,000	30,000
030-800-000-6270	Building Repair/Maint	1,500	2,000
030-800-000-6271	Security Monitoring	200	200
030-800-000-6523	Toilet Rebates	5,700	4,000
030-800-000-6525	Bad Debt Expense	55,000	40,000
030-800-000-6526	Leak Adjustment (No Insurance)	10,000	6,000
030-800-000-6550	Dues & Memberships	300	300
030-800-000-6670	First Aid/Safety	250	1,000
030-800-000-6850	Online Utility Credit Chk	8,400	-
030-800-000-6900	Janitor/Cleaning Supplies	6,091	4,500
030-800-000-7200	Office Supplies	7,200	10,000
030-800-000-7360	Postage	123,000	135,000
030-800-000-7370	Printing	50,000	50,000
030-800-000-7620	Training/Education	6,950	7,000
030-800-000-7670	Equipment	1,500	1,500
030-800-000-7686	Special Events	750	1,500
030-800-000-7742	Telephones - Cell Phones	455	500
030-800-000-7780	Travel Expenses	3,818	4,000
030-800-000-7862	Utilities Gas	1,200	1,000
030-800-000-7863	Utilities Electricity	6,500	6,500
Total Customer Care		1,415,096	1,320,101
030-801-000-7390	Purchase of Water	5,630,848	8,467,611

Account	Name		Adopted	Proposed
			FY22 Budget	FY23 Budget
030-802-000-5000	Regular Payroll		533,522	855,724
030-802-000-5001	Overtime		43,894	75,027
030-802-000-5030	FICA		35,800	57,707
030-802-000-5031	Medicare		8,373	13,496
030-802-000-5040	Health Insurance		204,547	320,294
030-802-000-5055	Life / AD & D / Disability		6,782	8,674
030-802-000-5060	457B/401A		68,065	79,717
030-802-000-5850	Uniforms		3,600	6,000
030-802-000-6270	Building Repair/Maint		6,000	98,500
030-802-000-6271	Security Monitoring		700	700
030-802-000-6310	Chemicals		95,000	135,000
030-802-000-6410	Prof. Services		60,000	75,000
030-802-000-6520	Diesel Fuel		6,000	7,000
030-802-000-6550	Dues & Memberships		400	2,500
030-802-000-6565	Woodstream		148,000	148,000
030-802-000-6620	Equipment Maint/Repair		180,000	195,000
030-802-000-6630	Equipment Rental		5,000	5,000
030-802-000-6670	First Aid/Safety		1,000	21,000
030-802-000-6750	Gasoline		11,000	12,100
030-802-000-6900	Janitor/Cleaning Supplies		3,200	4,200
030-802-000-6998	Pre-Treatment		7,000	15,000
030-802-000-6999	Lab Expenses & Supplies		42,000	125,000
030-802-000-7100	Contracts		23,000	23,000
030-802-000-7101	Maintenance (Decentralized)		60,000	75,000
030-802-000-7200	Office Supplies		3,500	5,000
030-802-000-7512	Vehicle Maint/Repair		5,000	5,000
030-802-000-7515	R & M Heavy Equipment		3,000	3,000
030-802-000-7620	Training/Education		7,500	15,500
030-802-000-7656	Sludge Removal		110,000	110,000
030-802-000-7660	Tools & Equipment		5,000	5,000
030-802-000-7686	Special Events		150	150
030-802-000-7742	Telephones - Cell Phones		11,000	11,000
030-802-000-7780	Travel Expenses		750	3,500
030-802-000-7863	Utilities Electricity		300,000	320,000
030-802-000-7900	Development Fees		120,000	120,000
Total Wastewater Operations			2,118,783	2,956,789

Account Name		Adopted FY22 Budget	Proposed FY23 Budget
030-803-000-5000	Regular Payroll	927,880	1,143,459
030-803-000-5001	Overtime	8,166	12,563
030-803-000-5030	FICA	58,035	71,673
030-803-000-5031	Medicare	13,573	16,762
030-803-000-5040	Health Insurance	240,780	306,713
030-803-000-5041	Flex Plan Contribution	43,500	47,500
030-803-000-5055	Life / AD & D / Disability	38,981	42,422
030-803-000-5060	457B/401A	123,957	120,162
030-803-000-5085	Workers Comp	66,000	70,000
030-803-000-5086	Preemployment Drug Screen	2,500	6,000
030-803-000-5310	Part Time Assistance	-	-
030-803-000-5850	Uniforms	3,750	4,050
030-803-000-6020	Advertising & Promotion	6,000	6,000
030-803-000-6021	Charitable Contributions	20,000	20,000
030-803-000-6022	DRIP Grants	-	-
030-803-000-6045	Property & Casualty Insurance	120,000	150,000
030-803-000-6204	Bank/Merchant Fees	60,000	40,000
030-803-000-6209	Directors' Fees	30,000	30,000
030-803-000-6270	Building Repair/Maint	2,000	2,000
030-803-000-6271	Security Monitoring	160	200
030-803-000-6410	Prof. Services	300,000	300,000
030-803-000-6550	Dues & Memberships	36,000	50,000
030-803-000-6670	First Aid/Safety	500	1,500
030-803-000-6750	Gasoline	2,500	2,000
030-803-000-6900	Janitor/Cleaning Supplies	5,000	4,000
030-803-000-7100	Contracts	5,000	5,000
030-803-000-7200	Office Supplies	6,500	10,000
030-803-000-7360	Postage	750	500
030-803-000-7370	Printing	500	-
030-803-000-7511	Repairs & Maintenance	500	500
030-803-000-7512	Vehicle Maint/Repair	500	500
030-803-000-7620	Training/Education	34,000	34,000
030-803-000-7670	Equipment	500	500
030-803-000-7686	Special Events	35,000	40,000
030-803-000-7687	Meals & Entertainment	2,500	2,000
030-803-000-7690	Subscript Book/Journals	200	200
030-803-000-7742	Telephones - Cell Phones	6,000	9,000
030-803-000-7780	Travel Expenses	12,260	10,000
030-803-000-7862	Utilities Gas	1,000	1,000
030-803-000-7863	Utilities Electricity	6,500	6,500
Total Administration and Finance		2,220,992	2,566,704

Account	Name	Adopted FY22 Budget	Proposed FY23 Budget
030-804-000-5000	Regular Payroll	1,323,160	1,616,954
030-804-000-5001	Overtime	96,668	123,686
030-804-000-5030	FICA	88,029	107,920
030-804-000-5031	Medicare	20,588	25,239
030-804-000-5040	Health Insurance	609,498	558,254
030-804-000-5055	Life / AD & D / Disability	17,035	19,462
030-804-000-5060	457B/401A	171,616	145,737
030-804-000-5850	Uniforms	11,250	11,600
030-804-000-6270	Building Repair/Maint	9,000	20,000
030-804-000-6271	Security Monitoring	750	500
030-804-000-6410	Prof. Services (GEFA)	-	-
030-804-000-6520	Diesel Fuel	48,000	45,000
030-804-000-6550	Dues & Memberships	1,000	1,000
030-804-000-6618	Repairs - Fire Hydrants	20,000	20,000
030-804-000-6620	Equipment Maint/Repair	10,000	15,000
030-804-000-6630	Equipment Rental	2,500	3,000
030-804-000-6670	First Aid/Safety	3,000	3,500
030-804-000-6750	Gasoline	25,000	25,000
030-804-000-6900	Janitor/Cleaning Supplies	4,000	7,500
030-804-000-7100	Contracts	2,100	-
030-804-000-7200	Office Supplies	2,000	3,000
030-804-000-7210	Oils & Greases	5,500	5,000
030-804-000-7250	Outside Services	-	-
030-804-000-7360	Postage	500	400
030-804-000-7512	Vehicle Maint/Repair	20,000	25,000
030-804-000-7515	R & M Heavy Equipment	15,000	15,000
030-804-000-7523	R & M Tractor/Trailer	5,000	5,000
030-804-000-7530	Road Signs	500	500
030-804-000-7532	Service Line - Repairs	95,000	95,000
030-804-000-7533	Main Line - Repairs	70,000	70,000
030-804-000-7534	Service Lines	300,000	300,000
030-804-000-7536	Main Line Repairs - Collections	20,000	20,000
030-804-000-7620	Training/Education	7,450	7,000
030-804-000-7635	Landscape	10,000	10,000
030-804-000-7660	Tools & Equipment	30,000	40,000
030-804-000-7670	Equipment	6,500	15,000
030-804-000-7686	Special Events	1,200	1,500
030-804-000-7742	Telephones - Cell Phones	35,000	25,000
030-804-000-7760	Tires & Tubes	12,000	12,000
030-804-000-7761	Tires & Tubes-Heavy Equip	5,000	4,000
030-804-000-7780	Travel Expenses	1,750	1,500
030-804-000-7855	Utility Damages & Repairs	5,000	5,000
030-804-000-7862	Utilities Gas	3,000	3,000
030-804-000-7863	Utilities Electricity	15,000	15,000
030-804-000-7864	Utilities Sanitation	1,500	1,500
Total Infrastructure		3,130,094	3,428,752

Account	Name	Adopted	
		FY22 Budget	FY23 Budget
030-805-000-5000	Regular Payroll	700,036	640,111
030-805-000-5001	Overtime	63,773	84,705
030-805-000-5030	FICA	47,356	44,939
030-805-000-5031	Medicare	11,075	10,510
030-805-000-5040	Health Insurance	277,097	202,195
030-805-000-5055	Life / AD & D / Disability	7,243	6,026
030-805-000-5060	457B/401A	80,034	53,068
030-805-000-5850	Uniforms	4,800	4,800
030-805-000-6270	Building Repair/Maint	80,000	80,000
030-805-000-6271	Security Monitoring	1,875	1,875
030-805-000-6310	Chemicals	543,000	325,000
030-805-000-6410	Prof. Services	92,000	92,000
030-805-000-6520	Diesel Fuel	5,000	6,000
030-805-000-6550	Dues & Memberships	3,000	3,500
030-805-000-6620	Equipment Maint/Repair	201,000	285,000
030-805-000-6630	Equipment Rental	4,800	4,800
030-805-000-6670	First Aid/Safety	11,000	15,000
030-805-000-6750	Gasoline	5,500	6,000
030-805-000-6900	Janitor/Cleaning Supplies	3,000	4,000
030-805-000-6999	Lab Expenses & Supplies	135,000	250,000
030-805-000-7100	Contracts	45,000	77,000
030-805-000-7101	Maintenance	42,000	60,000
030-805-000-7110	Tank Maintenance	126,370	126,370
030-805-000-7200	Office Supplies	6,000	7,000
030-805-000-7360	Postage	2,250	4,000
030-805-000-7370	Printing	1,500	1,500
030-805-000-7512	Vehicle Maint/Repair	2,000	2,000
030-805-000-7620	Training/Education	7,000	15,000
030-805-000-7660	Tools & Equipment	3,500	25,000
030-805-000-7686	Special Events	1,000	1,000
030-805-000-7742	Telephones - Cell Phones	10,000	13,000
030-805-000-7780	Travel Expenses	500	5,200
030-805-000-7863	Utilities Electricity	550,000	627,000
Total BT Brown Water Treatment Plant		3,073,709	3,083,599

Account	Name	Adopted	Proposed
		FY22 Budget	FY23 Budget
030-806-000-5000	Regular Payroll	394,665	488,004
030-806-000-5001	Overtime	13,109	13,414
030-806-000-5030	FICA	25,282	31,088
030-806-000-5031	Medicare	5,913	7,271
030-806-000-5040	Health Insurance	144,960	147,935
030-806-000-5055	Life / AD & D / Disability	5,184	6,148
030-806-000-5060	457B/401A	58,018	44,571
030-806-000-5850	Uniforms	2,850	3,200
030-806-000-6270	Building Repair/Maint	1,000	1,000
030-806-000-6271	Security Monitoring	100	100
030-806-000-6410	Prof. Services	100	100
030-806-000-6520	Diesel Fuel	-	-
030-806-000-6550	Dues & Memberships	400	400
030-806-000-6611	Easements	500	500
030-806-000-6620	Equipment Maint/Repair	3,000	2,500
030-806-000-6670	First Aid/Safety	800	500
030-806-000-6750	Gasoline	18,000	18,000
030-806-000-6900	Janitor/Cleaning Supplies	1,600	1,600
030-806-000-7100	Contracts	200	500
030-806-000-7200	Office Supplies	5,850	3,000
030-806-000-7250	Outside Services	2,500	2,500
030-806-000-7370	Printing	-	-
030-806-000-7512	Vehicle Maint/Repair	2,500	4,000
030-806-000-7620	Training/Education	3,500	3,500
030-806-000-7659	Paint and Flagging	7,500	7,500
030-806-000-7660	Tools & Equipment	6,000	4,000
030-806-000-7670	Equipment	6,050	3,000
030-806-000-7686	Special Events	250	1,000
030-806-000-7690	Subscript Book/Journals	1,000	1,000
030-806-000-7742	Telephones - Cell Phones	5,000	5,000
030-806-000-7780	Travel Expenses	500	600
030-806-000-7862	Utilities Gas	600	500
030-806-000-7863	Utilities Electricity	3,500	3,500
Total Engineering		720,431	805,931

Account	Name	Adopted	Proposed
		FY22 Budget	FY23 Budget
030-807-000-5000	Regular Payroll	362,050	431,077
030-807-000-5001	Overtime	9,485	33,738
030-807-000-5030	FICA	23,035	28,819
030-807-000-5031	Medicare	5,387	6,740
030-807-000-5040	Health Insurance	104,332	120,216
030-807-000-5055	Life / AD & D / Disability	4,613	5,677
030-807-000-5060	457B/401A	45,401	37,515
030-807-000-5850	Uniforms	3,200	3,200
030-807-000-6270	Building Repair/Maint	1,000	1,000
030-807-000-6271	Security Monitoring	150	200
030-807-000-6550	Dues & Memberships	450	450
030-807-000-6620	Equipment Maint/Repair	2,000	2,000
030-807-000-6670	First Aid/Safety	500	750
030-807-000-6750	Gasoline	25,000	20,000
030-807-000-6900	Janitor/Cleaning Supplies	1,500	3,000
030-807-000-7200	Office Supplies	2,000	2,500
030-807-000-7360	Postage	3,000	3,000
030-807-000-7370	Printing	750	750
030-807-000-7511	Repairs & Maintenance	-	-
030-807-000-7512	Vehicle Maint/Repair	5,000	2,500
030-807-000-7620	Training/Education	5,000	5,000
030-807-000-7660	Tools & Equipment	10,000	18,000
030-807-000-7670	Equipment	-	-
030-807-000-7686	Special Events	1,500	1,500
030-807-000-7742	Telephones - Cell Phones	8,600	10,000
030-807-000-7780	Travel Expenses	500	2,000
030-807-000-7862	Utilities Gas	1,200	1,200
030-807-000-7863	Utilities Electricity	5,000	5,000
Total Cross Connection/Backflow		630,653	745,832

Account Name		Adopted FY22 Budget	Proposed FY23 Budget
030-808-000-5000	Regular Payroll	314,349	485,622
030-808-000-5001	Overtime	7,683	13,030
030-808-000-5030	FICA	19,966	30,916
030-808-000-5031	Medicare	4,669	7,230
030-808-000-5040	Health Insurance	117,395	166,119
030-808-000-5055	Life / AD & D / Disability	4,150	5,263
030-808-000-5060	457B/401A	29,657	42,651
030-808-000-5850	Uniforms	2,000	2,800
030-808-000-6270	Building Repair/Maint	-	-
030-808-000-6520	Diesel Fuel	6,000	9,000
030-808-000-6550	Dues & Memberships	100	100
030-808-000-6620	Equipment Maint/Repair	10,000	10,000
030-808-000-6670	First Aid/Safety	50	200
030-808-000-6750	Gasoline	8,000	8,000
030-808-000-7200	Office Supplies	350	500
030-808-000-7512	Vehicle Maint/Repair	4,000	5,000
030-808-000-7620	Training/Education	2,750	2,000
030-808-000-7660	Tools & Equipment	15,000	13,000
030-808-000-7686	Special Events	200	500
030-808-000-7742	Telephones - Cell Phones	3,100	5,000
030-808-000-7780	Travel Expenses	250	250
030-808-000-8050	Yard & Grounds	-	-
Total Maintenance		549,669	807,181

Account	Name	Adopted FY22 Budget	Proposed FY23 Budget
030-809-000-6330	Communication/Email/Internet	42,400	60,960
030-809-000-6350	Computer Software	366,715	442,849
030-809-000-6360	Computer Hardware	91,337	87,150
030-809-000-6550	Dues & Memberships	2,000	2,000
030-809-000-7100	Contracts	-	-
030-809-000-7620	Schools	20,000	40,000
Total Information Technology		522,452	632,959
030-810-000-5850	Uniforms	2,000	2,500
030-810-000-6550	Dues & Memberships	4,000	4,500
030-810-000-7200	Office Supplies	2,000	1,000
030-810-000-7620	Training/Education	7,500	6,000
030-810-000-7660	Tools & Equipment	2,000	6,000
030-810-000-7686	Special Events	2,500	3,000
030-810-000-7780	Travel Expenses	1,200	1,500
Total Safety		21,200	24,500
030-925-000-7660	Capital - Equipment & Machinery	502,300	418,800
030-925-000-8502	Capital - Vehicles	180,000	631,733
030-925-000-8508	Capital - Other Structures	20,000	223,000
030-925-000-8509	Capital - Infrastructure	50,000	2,492,444
030-925-000-8510	Capital - Buildings	-	-
030-925-000-8511	Capital - Computer Software	34,400	73,389
030-925-000-8512	Capital - Computer Hardware	57,873	27,500
030-925-000-8513	Capital - Land	-	-
030-925-000-8514	Capital - Miscellaneous Projects	500,000	250,000
030-925-000-8530	Capital - Intersection Improvements	1,244,000	2,122,088
030-925-000-8532	Capital - Meters	350,000	350,000
030-925-000-8533	Capital - Meters (GEFA)	-	-
030-925-013-7946	CDBG Water	-	-
030-950-000-6254	Interest - Bonded Debt	6,500,000	5,627,000
030-950-000-6265	Reserve Funding	-	-
030-975-000-6057	Amortization-Loan Costs	280,000	1,039,660
030-975-000-6059	Loan Costs/Bond COI	-	-
030-975-000-6520	Change in Market Value	-	-
030-975-000-6521	Depreciation	-	-
030-975-000-6522	Loss (Gain) on Disposal of Asset	-	-
030-975-000-6523	Loss on Debt Extungishment	-	-
Total Capital nad Debt Service		9,718,573	13,255,614
Total Expenses		29,752,500	38,095,573
Fund: 035 - WATER EDU.			
035-141-000-4415	Donations (Water Edu Team)	-	-
035-803-000-6000	Water Education Team	-	-
		-	-

Coweta County Water & Sewerage Authority
FY23 Proposed Budget - Capital

		FY23	
		Amount	Priority
030-925-000-7660 Capital - Equipment & Machinery		\$ 418,800	
802	New Digester Blowers	\$ 135,000	1
804	Mini Excavator	\$ 60,000	1
804	Flat bed for shop truck	\$ 7,000	1
804	Bush Hogg	\$ 6,300	1
805	VFD Cooling System - HS Pumps	\$ 25,000	2
808	Generators (3 generators at 35k each)	\$ 105,000	1
804	Mower	\$ 14,000	2
808	SCADA RTU Replacements (10 RTUs at 2k each)	\$ 20,000	2
808	Vehicle diagnostic scan tool	\$ 6,000	2
810	Safety Grates for Lift Stations (27 @ \$1,500)	\$ 40,500	
030-925-000-8502 Capital - Vehicles		\$ 631,733	
804	Vac Truck	\$ 402,733	
804	F-250 4x4	\$ 62,000	1
807	New Truck	\$ 39,000	1
807	New Truck	\$ 39,000	1
808	Barlow truck and bed swap	\$ 80,000	1
804	Equipment Trailer	\$ 9,000	2
030-925-000-8508 Capital - Other Structures		\$ 223,000	
808	Shop roll up door (waiting on official quote for price)	\$ 20,000	1
805	Alum Pond Clean-out and liner (one pond)	\$ 128,000	1
809	Break out teller windows, create wall and office. Move cubicles	\$ 75,000	
030-925-000-8509 Capital - Infrastructure		\$ 2,492,444	
806	Fayette Connection	\$ 542,708	
806	Relocation of TLC PS to Major Rd	\$ 246,400	
806	TLC and Hwy 29 Connection	\$ 1,079,000	
806	Twelve Springs - Well System Water Lines	\$ 51,356	
806	John Boy - Well System Water Lines	\$ 25,369	
806	Tinica Way - Well System Water Lines	\$ 80,437	
806	Exit 41 Sewer	\$ 467,174	
030-925-000-8511 Capital - Software		\$ 73,389	
809	Digital Twin - Water	\$ 20,000	
809	Digital Twin - Sewer	\$ 20,000	
809	SewerGEMS Unlimited Pipes SELECT Sub	\$ 8,389	
809	Upgrade XC2 to Swift Comply Web	\$ 25,000	
030-925-000-8512 Capital - Hardware		\$ 27,500	
809	Cradlepoints (Tornado) disaster internet	\$ 8,000	
809	Display 43-55" (10 @ \$600 each)	\$ 6,000	
809	Drive Thru Window Speaker Upgrade / Replacement	\$ 10,000	
809	HD224 Player (10 @ \$350 each)	\$ 3,500	
030-925-000-8514 Capital - Misc Projects		\$ 250,000	
803	Master Planning	\$ 250,000	
030-925-000-8530 Capital - Intersection Improvements		\$ 2,122,088	
806	Hwy 16 at Old 85 - C	\$ 70,000	
806	International Park Connector - C	\$ 39,000	
806	Hwy 16 at Hwy 54 (PI# 322180)	\$ 401,500	
806	Hwy 154 at I85 Ramp (PI# 0015314)	\$ 57,000	
806	Poplar Road at Parks Road - C	\$ 142,000	
806	Madras Connector Phase 1 (PI# 0013195) - C	\$ 673,274	

806	Madras Connector Phase 2	\$	-
806	SR 54 @ Shoal Creek	\$	575,000
806	I-85 at Hwy 34 (PI# 0013721)	\$	19,400
806	US 29S/US 27S - C	\$	144,914
030-925-000-8532 Capital - Meters		\$	350,000
	Meters - Kendall Supply	\$	350,000
Total		\$	6,588,954



Five Year Capital Plan

Project	FY2023	FY2024	FY2025	FY2026	FY2027	Total
Funding Source						
Debt (Bonds/Loans)	31,387,922	25,046,921	-	-	-	56,434,843
Reserves	1,454,907	-	-	-	-	1,454,907
Current Operations	5,104,047	26,742,000	38,463,867	4,125,000	2,125,000	76,559,914
	37,946,876	51,788,921	38,463,867	4,125,000	2,125,000	134,449,664
Infrastructure						
Hwy 29 sewer connection	1,000,000	-	-	-	-	1,000,000
Sullivan Road water main relocation	1,901,000	-	-	-	-	1,901,000
Fayette connection	542,708	3,000,000	-	-	-	3,542,708
Relocation of TLC PS to Major Rd	246,400	-	-	-	-	246,400
TLC and Hwy 29 Connection	1,079,000	-	-	-	-	1,079,000
Twelve Springs - Water Lines	51,356	-	-	-	-	51,356
John Boy - Water Lines	25,369	-	-	-	-	25,369
Tinica Way - Water Lines	80,437	-	-	-	-	80,437
Exit 41 Sewer	467,174	-	-	-	-	467,174
Shenandoah Expansion	18,764,283	18,764,282	-	-	-	37,528,565
Troup-Grant Project	-	2,650,000	-	-	-	2,650,000
Bridgeport Connector	-	11,000,000	-	-	-	11,000,000
Exit 41 Sewer	-	467,000	-	-	-	467,000
Fischer Crossing	-	7,000,000	-	-	-	7,000,000
Harley-Davidson Line	-	-	8,000,000	-	-	8,000,000
Outfall Line	-	-	8,000,000	-	-	8,000,000
Sargent WWTP	-	-	15,000,000	-	-	15,000,000
Arnco-Sargent Connector	-	-	5,000,000	-	-	5,000,000
Intersection Improvements						
Hwy 16 at Old 85	70,000	-	-	-	-	70,000
International Park Connector	39,000	-	-	-	-	39,000
Hwy 16 at Hwy 54 (PI# 322180)	401,500	-	-	-	-	401,500
Hwy 154 at I85 Ramp (PI# 0015314)	57,000	-	-	-	-	57,000
Poplar Road at Parks Road	142,000	-	-	-	-	142,000
Madras Connector Phase 1 (PI# 0013195)	643,274	-	-	-	-	643,274
Madras Connector Phase 2	-	500,000	-	-	-	500,000
SR 54 @ Shoal Creek	575,000	-	-	-	-	575,000
I-85 at Hwy 34 (PI# 0013721)	19,400	-	-	-	-	19,400
US 29S/US 27S	144,914	-	-	-	-	144,914
Vehicles	631,733	250,000	250,000	250,000	250,000	1,631,733
Equipment & Machinery	418,800	400,000	400,000	400,000	400,000	2,018,800
Other Structures	223,000	50,000	50,000	50,000	50,000	423,000
IT - Software	73,389	50,000	50,000	50,000	50,000	273,389
IT - Hardware	27,500	25,000	25,000	25,000	25,000	127,500
Other Capital Items						
Twelve Parks WRF	-	-	338,867	2,000,000	-	2,338,867
Master Plan	250,000	-	-	-	-	250,000
Griffin pump station/line upgrade	6,282,639	6,282,639	-	-	-	12,565,278
BT Brown Improvements	3,440,000	-	-	-	-	3,440,000
Meters	350,000	350,000	350,000	350,000	350,000	1,750,000
Miscellaneous	-	1,000,000	1,000,000	1,000,000	1,000,000	4,000,000
Totals by Fiscal Year	37,946,876	51,788,921	38,463,867	4,125,000	2,125,000	134,449,664
Income (Loss) - should net zero	-	-	-	-	-	-