



DADE COUNTY
WATER & SEWER
AUTHORITY
BOARD OF DIRECTORS

REGULAR MEETING

OCTOBER 04, 2022

DADE COUNTY WATER AND SEWER AUTHORITY

REGULAR BOARD MEETING AGENDA

OCTOBER 4, 2022 6:30 P.M.

MEETING ROOM: DADE COUNTY COMMISSION

MEETING ROOM

1. Call to Order
 - a. Prayer and Pledge of Allegiance
 - b. Roll call
2. Approve minutes from previous meeting
3. Fiscal Matters
 - a. Monthly Financial Report
4. Appearances
5. Legal Matters
6. Old Business
 - a. USDA Project Update
7. New Business
 - a. GDOT Contract Item Agreement
 - b. Tap Material Delays
8. Executive Session (if any)
9. Citizen Participation
10. Adjournment

MINUTES OF
DADE COUNTY WATER AND SEWER AUTHORITY

August 23, 2022

Members Present

Travis Daniel, Vice Chairperson
Daniel Glecier, II
Allen Townsend

Members Absent

Eddie Cantrell, Chairperson
Darrell Pardue

Others Present

Elizabeth Zeller

The regularly-scheduled monthly meeting of the Dade County Water and Sewer Authority ("Water Authority") was held at the Dade County Water and Sewer Authority building at 6:30 p.m., on August 23, 2022. Vice Chairperson Daniel called the meeting to order and announced that the meeting was officially posted and legally advertised as required by the open meeting laws of the State of Georgia, and that a quorum of the members was present. Mr. Daniel opened the meeting with prayer and the pledge of allegiance.

A roll call of board members was taken with attendance as noted in the table above.

Mr. Glecier made a motion to approve the minutes of the July 2022 meeting. Mr. Townsend seconded the motion and all approved.

Financial Report

Mrs. Zeller presented the financial report. She reported that the July 2022 revenue was \$383,630.94 and expenses were \$336,007.10 for a profit of \$47,623.84. There were 13 new taps during the month. Mrs. Zeller gave the operational report, listing the work for all three departments for July. Mr. Townsend made a motion to approve the Financial Report, and the motion was seconded by Mr. Glecier and all approved.

Legal Matters

There were no legal matters.

Appearances

There were no appearances.

Old Business

Travis Daniel, Vice Chairman, updated the board on USDA projects. The water main upgrade contract #1 has been completed. Installation of the meter change out program for contract #2 is

scheduled for mid-September. Contract #3 is approximately 98% complete. We are currently awaiting the delivery of a surge suppression valve. As part of contract #4, the Lookout Mountain Tank and Hooker Tank has been completed. The construction of ECWAG has been completed.

Resubmitting the State and Local Fiscal Recovery Fund Grant to Senator Warnock's Office for Congressional Directed Spending was not successfully funded.

During last month's meeting, the Marion County Commission did not decide whether to install water mains in Egypt Hollow. To determine whether to proceed with the water main project, Mayor David Jackson stated they would poll residents in Egypt Hollow.

New Business

The "Out-of-Service" Sludge Lagoon has dried out. The "out-of-service" lagoon needs to be cleaned-out every 2-3 years and hauled off to a certified landfill. The estimate for removing, hauling, and disposing of 300 tons of sludge is \$42,000.00. Vice Chairperson Travis Daniel motioned to accept the sludge lagoon clean-out and disposal. The motion to accept the sludge lagoon clean-out was moved by Mr. Glecier, seconded by Mr. Townsend, and approved by all.

Executive Session

There was no executive session.

There being no further business before the Water Authority Board, the Vice Chair called for a motion to dismiss. Mr. Glecier made a motion to dismiss, and the motion was seconded by Mr. Townsend. The motion was passed unanimously, and the meeting was adjourned. The next regularly-scheduled meeting is set for September 26, 2022 at 6:30 p.m., in the Dade County Commission Building.

As recorded by:

Travis Daniel, Vice Chairperson

Attested by:

Daniel Glecier, Board Member

DADE COUNTY WATER & SEWER AUTHORITY
Profit & Loss
 August 2022

	Aug 22
Income	
402 · INCOME WATER RENTS	319,505.50
403 · INCOME-SEWER COLLECTION FEES	3,533.09
404 · INCOME/MISCELLANEOUS	6,768.74
405 · INTEREST INCOME	52.26
406 · TAP FEE INCOME	17,583.00
Total Income	347,442.59
Gross Profit	347,442.59
Expense	
501 · CREDIT CARD PROCESSING FEES	4,336.51
501.1 · CHECK PROCESSING FEES	120.25
506 · BAD DEBTS	-188.47
507 · ELECTRICITY EXPENSE	40,131.90
508 · EMPLOYEE BENEFITS	26,837.28
509 · INSURANCE	-17,900.65
511 · INTEREST EXPENSE GEFA LOAN	2,740.11
513 · MATERIALS AND SUPPLIES	19,112.10
514 · CHEMICALS	3,756.00
515 · MISCELLANEOUS	23.70
516 · OFFICE EXPENSE AND POSTAGE	5,576.44
517 · INTEREST EXPENSE ON NRWA LOAN	100.47
519 · PROFESSIONAL FEES	2,985.00
522 · REPAIRS AND MAINTENANCE	2,382.79
524 · SALARIES AND WAGES	75,890.58
525 · PAYROLL TAXES	5,805.66
526 · TELEPHONE	1,259.74
530 · EMPLOYEE UNIFORMS	424.44
535 · TRUCK EXPENSE	6,875.01
537 · SEWER EXPENSE	3,310.52
542 · TRAVEL EXPENSES	2,924.20
544 · COMPUTER EXPENSE	20.32
545 · JANITORIAL EXPENSE	300.00
546 · DUES AND SUBSCRIPTIONS	374.99
549 · WATER UTILITY EXPENSE	516.62
554 · WHEELAGE & TREATMENT CHARGES	4,807.91
REVENUE BOND SINKING FUND	37,159.38
Total Expense	229,682.80
Net Income	117,759.79

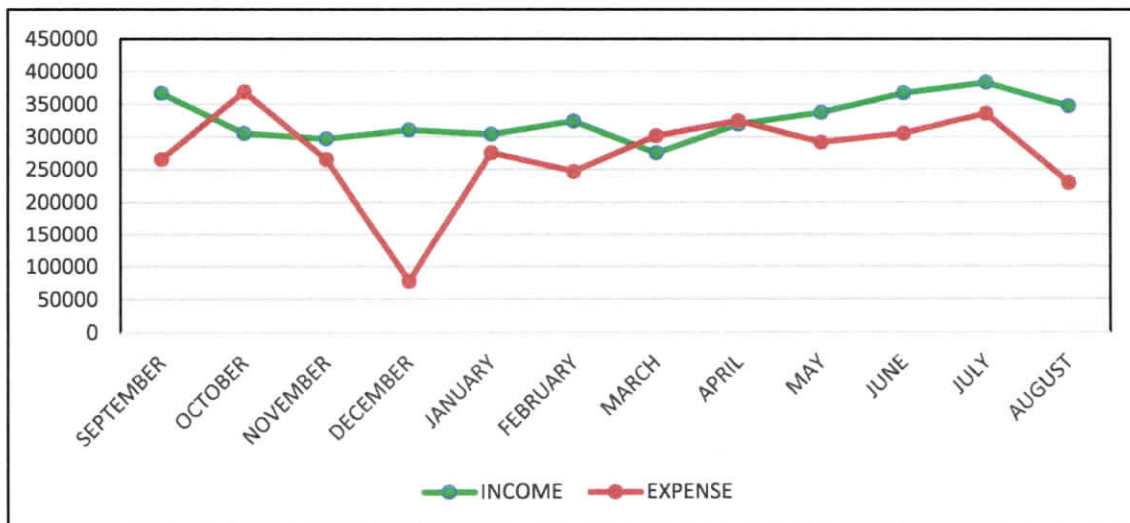


#New Taps= 8

August 2022		Current Month	Previous Month
Total accts 60 days and over		\$3,447.68	\$32,496.67
Total accts 90 days and over		\$7,112.39	\$5,701.55
Total Active Accounts		7,368	7,589
Total Water Services		8,547	8,539
Total gallons water billed		43.4	49.3
Total water pumped		70.5	56.7
Percentage of water loss		38%	13%

12 MONTH INCOME/EXPENSE

BILLING MONTH	PRIOR YEAR			CURRENT YEAR		
	PRIOR YEAR INCOME	PRIOR YEAR EXPENSE	PRIOR YEAR NET INCOME	INCOME	EXPENSE	NET INCOME
SEPTEMBER	\$316,260.19	\$227,017.96	\$89,242.23	\$367,515.71	\$266,073.76	\$101,441.95
OCTOBER	\$307,696.89	\$311,807.73	(\$4,110.84)	\$305,934.16	\$369,819.05	(\$63,884.89)
NOVEMBER	\$298,638.58	\$273,816.58	\$24,822.00	\$297,773.14	\$265,564.61	\$32,208.53
DECEMBER	\$297,304.29	\$311,213.54	(\$13,909.25)	\$311,470.60	\$78,073.82	\$233,396.78
JANUARY	\$318,504.80	\$264,390.00	\$54,114.80	\$304,613.45	\$275,664.82	\$28,948.63
FEBRUARY	\$313,693.57	\$311,381.00	\$2,312.57	\$324,797.73	\$247,030.76	\$77,766.97
MARCH	\$283,758.09	\$274,217.60	\$9,540.49	\$275,664.73	\$301,637.46	(\$25,972.73)
APRIL	\$308,287.90	\$297,535.43	\$10,752.47	\$319,740.25	\$324,570.76	(\$4,830.51)
MAY	\$313,715.01	\$267,167.37	\$46,547.64	\$337,379.08	\$291,330.74	\$46,048.34
JUNE	\$372,731.13	\$223,712.56	\$149,018.57	\$367,557.28	\$304,815.73	\$62,741.55
JULY	\$342,993.69	\$304,911.47	\$38,082.22	\$383,630.94	\$336,007.10	\$47,623.84
AUGUST	\$364,167.87	\$263,479.34	\$100,688.53	\$347,442.59	\$229,682.80	\$117,759.79
TOTALS	\$3,837,752.01	\$3,330,650.58	\$507,101.43	\$3,943,519.66	\$3,290,271.41	\$653,248.25



Dade County Water and Sewer Authority
 Fixed Charges Coverage Ratio
 as of 08/30/2022

Change in net position	150,556.17	X	
Plus: Interest expense	7,181.39	X	
Plus: Depreciation	<u>113,121.12</u>	X	
Net Revenues to date			270,858.68
Number of months in current fiscal year	2.00		
Net Revenues annualized for the year		\$	1,625,152.00
Fixed Charges			
Plus: Scheduled interest payments for FY	171,164.75	#	
Plus: Scheduled principal payment for FY	<u>613,484.44</u>	#	
Total Scheduled Fixed Charges			<u>784,649.19</u>
Calculated ratio			<u>2.07</u>
Required ratio for revenue bonds			<u>1.10</u>
Required ratio for GEFA loan			<u>1.05</u>

**OPERATIONS SUMMARY REPORT
AUGUST 2022**

OFFICE SUMMARY	
PAYMENT PROCESSING 	55% IN OFFICE PAYMENTS/DROP BOX
	25% AUTOMATIC DRAFT PAYMENTS
	20% ONLINE WEB PAYMENTS
	6519 PAYMENTS PROCESSED
	220 WORK ORDERS PROCESSED

MAINTENANCE SUMMARY			
WORK ORDER CODE	TOTALS	WORK ORDER CODE	
METER CHANGE OUT	8	REREAD METER	7
CHECK METER	26	REPAIR METER	0
CHECK PRESSURE	6	CUT OFF FOR RETURN CHECK	0
FLUSH LINES	7	STOP REPAIR	3
LEAK REPORTED IN AREA	6	TAP	6
CUT OFF	36	TRANSMITTER INSTALL	2
CUT ON	27	TRANSMITTER CHANGE OUT	7
PULL METER DATA	8	NON PAYMENT DISCONNECT	33
READ AND LEAVE ON	38	IPERL MAINTENANCE	0
TOTAL WORKORDERS			220

NOTES	
164	811 LINE LOCATES
24	WATER MAIN LEAKS REPAIRED
13	TAPS INSTALLED

TREATMENT PLANT SUMMARY	
MONTHLY SAMPLING	QUARTERLY DBP SAMPLING
1 TOC SAMPLE - 08/09/2022	TTHM-TRIHALOMETHANES - 08/24/2022
20 COLIFORM SAMPLES - 08/23/2022	HAA-HALOACETIC ACIDS - 08/24/2022

RECEIVED 19 EMERGENCY CALLS

NEW LIGHTS IN COMPUTER ROOM

DADE COUNTY WATER & SEWER AUTHORITY

10/03/22

Balance Sheet

Accrual Basis

As of August 31, 2022

	Aug 31, 22
ASSETS	
Current Assets	
Checking/Savings	
100 · PETTY CASH	
100.1 · VAULT	250.00
100.2 · CASH DRAWER #1	200.00
100.3 · CASH DRAWER #2	200.00
100.4 · PETTY CASH	300.00
Total 100 · PETTY CASH	950.00
101 · CASH IN BANK REVENUE WF	546,246.52
103.2 · PROPERTY LEASE	1,005.00
103.4 · GEFA REVENUE ACCT	538.69
103.5 · USDA REVENUE	380.00
103.6 · USDA SINKING FUND	400.00
104 · CASH IN BANK O&M ACCOUNT	67,192.67
105 · CASH IN BANK PAYROLL	92,690.82
108 · METER DEPOSIT ACCOUNT	286,229.19
109 · METER DEPOSIT SAVINGS	98,000.00
110 · SINKING FUND	623,205.13
110.1 · REVENUE BOND SINKING FUND	74,318.76
111 · TAP FEE REVENUE	308,963.45
112 · TAP FEE SAVINGS	137,281.96
193 · CASH IN BANK - MONEY MARKET	26,727.90
193.1 · MONEY MARKET-RET. DOUG ANDERTON	196,226.48
Total Checking/Savings	2,460,356.57
Other Current Assets	
113 · CUSTOMER A/R - WATER	434,942.31
114 · ALLOWANCE FOR DOUBTFUL ACCT	-12,100.00
115 · ACCRUED INTEREST RECEIVABLE	4,058.26
117 · SEWER MAINTENANCE SURCHARGE	-804.31
1170 · A/R MISC. CHARGES	-4,112.05
118 · INVENTORY	289,029.89
119 · PREPAID EXPENSES	79,101.37
131.1 · Unbilled Revenue	65,700.00
Total Other Current Assets	855,815.47
Total Current Assets	3,316,172.04
Fixed Assets	
120 · COMPUTER EQUIPMENT	5,834.00
121 · COMPUTER EQUIPMENT TAP FEE FUND	170,632.22
124 · TOOLS AND EQUIPMENT	60,412.89
125 · BORING MACHINE, TRENCHER TFF	252,131.09
126 · EQUIPMENT TFF	170,899.39
127 · VEHICLES	127,759.52
128 · AUTO AND TRUCK TAP FEE FUND	401,113.22
129 · BUILDINGS AND IMPROVEMENTS	238,218.33
130 · PROPERTY IMPROVEMENTS	21,013.47
131 · NEW CONNECTIONS	80,723.89
132 · COST OF CONSTRUCTION WF #1	1,016,114.41
133 · COST OF CONSTRUCTION WF #2	1,413,561.22
134 · COST OF CONSTRUCTION WF #3	3,802,320.00
135 · COST OF CONSTRUCTION WF#4	1,200,838.87
136 · COST OF CONST-NEW LINE EXT	745,293.42
137 · INVESTMENTS IN WATER SYSTEM	4,234,663.10
138 · NEW SALEM SYSTEM WF	281,751.39
139 · RISING FAWN SYSTEM WF	41,042.36
140 · LOOKOUT MOUNTAIN SYSTEM	2,872,791.60
141 · A/D COMPUTER EQUIPMENT WF	-5,834.00
142 · A/D COMPUTER EQUIPMENT TFF	-117,203.28
143 · SEWER SYSTEM	59,788.34
143.1 · A/D SEWER SYSTEM	-3,487.67
145 · A/D TOOLS AND EQUIPMENT WF	-52,621.09

11:48 AM

DADE COUNTY WATER & SEWER AUTHORITY

10/03/22

Balance Sheet

Accrual Basis

As of August 31, 2022

	Aug 31, 22
146 · A/D BORING MACH & TRENCHER WF	-65,169.44
147 · A/D EQUIPMENT TFF	-167,339.96
148 · A/D AUTO & TRUCK WF	-94,091.26
149 · A/D AUTO & TRUCK TFF	-337,518.23
150 · A/D OFFICE BUILDING WF	-146,090.14
151 · A/D PROPERTY IMPROVEMENTS	-15,787.41
152 · A/D NEW CONNECTIONS	-80,723.89
153 · A/D COST OF CONSTRUCTION #1	-1,016,114.41
154 · A/D COST OF CONSTRUCTION #2	-1,413,561.22
155 · A/D COST OF CONSTRUCTION #3	-3,802,320.00
156 · A/D COST OF CONSTRUCTION #4	-1,115,658.55
157 · A/D NEW LINE EXTENSIONS	-697,252.40
158 · A/D INVESTMENT/TRENTON SYSTEM	-1,992,983.69
159 · A/D NEW SALEM SYSTEM	-218,237.41
160 · A/D RISING FAWN SYSTEM	-41,042.36
161 · A/D LOOKOUT MOUNTAIN SYSTEM	-2,867,155.44
162 · LAND	48,750.70
164 · LAND TANK SITE	414,785.76
165 · LAND WATER TREATMENT PLANT	2,000.00
166 · LAND OFFICE BUILDING	8,199.56
167 · LAND W D CURETON	20,000.00
168 · LAND EASEMENT CASE SETTLEMENT	5,437.50
169 · LAND EASEMENTS ELLEN C DYER	5,000.00
172 · A/D BYRD'S CHAPEL PROJECT	-141,081.84
173 · PUMPING STATION	-553,413.96
174 · A/D TELEMETRY EQUIPMENT	-48,374.75
175 · BYRD'S CHAPEL PROJECT	187,069.47
176 · PUMPING STATION-	1,259,672.83
177 · TELEMETRY EQUIPMENT	48,374.75
185 · NEW LINE EXTENSIONS	701,599.05
186 · A/D NEW LINE EXT 1994	-473,787.38
188 · NEW LINE EXTENSIONS - 1997	374,448.42
189 · A/D - NEW LINE EXT. - 1997	-374,448.42
190 · STATELINE PROJECT	701,260.50
191 · A/D STATELINE	-419,295.38
192 · HIGHWAY 157 LINE EXTENSION	67,291.00
194 · A/D 157 EXT.	-39,253.20
195 · CONSTR IN PROCESS - LINE EXTENS	1,930,438.92
195.2 · CONSTRUCTION IN PROGRESS	4,741,797.71
196 · TREATMENT PLANT IMPROVEMENTS	3,203,789.21
199 · WATER TANK IMPROVEMENTS	1,346,210.27
226 · A/D LINE EXTENSIONS	-1,849,110.65
227 · A/D-TREATMENT PLANT IMPROVEMENT	-1,920,778.66
228 · A/D WATER TANK IMPROVEMENTS	-781,289.85
Total Fixed Assets	11,412,002.44
TOTAL ASSETS	14,728,174.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	.
2000 · *Accounts Payable	4,534.13
Total Accounts Payable	4,534.13

DADE COUNTY WATER & SEWER AUTHORITY

10/03/22

Balance Sheet

Accrual Basis

As of August 31, 2022

	Aug 31, 22
Other Current Liabilities	
202 · DUE TO SEWER SYSTEM	60,620.14
205 · ACCRUED INTEREST PAYABLE	3,097.11
207 · ACCRUED SALARIES AND WAGES	32,793.00
208 · GEORGIA WITHHOLDING TAX	3,194.55
209 · FEDERAL WITHHOLDING TAX	-0.30
2100 · Payroll Liabilities	-34.93
218 · EMP. UNIFORMS-EMPLOYEE PORTION	-320.87
235 · ACCRUED RETIREMENT BENEFIT	194,234.24
240 · NRWA LOAN	39,318.72
Total Other Current Liabilities	332,901.66
Total Current Liabilities	337,435.79
Long Term Liabilities	
171.3 · BOND PREMIUM - 2011	371,165.35
171.4 · ACC AMORT-BOND PREMIUM 2011	-218,141.26
182 · DEF. LOSS ISSUE EXPIRING 07-28	-284,979.25
182.1 · 2003 DEF. LOSS ISSUE EXP 07-28	-343,775.64
183 · ACCUM AMORT-ISSUE EXP. 07-28	237,264.81
184.1 · ACCUM AMORT ISSUE EXP 07-28	225,790.00
206 · DEF. METER DEPOSITS DUE - WF	193,310.10
211 · ACCRUED VACATION	37,358.11
214 · BONDS PAYABLE - 2011 REFUNDING	2,665,000.00
223 · GEFA LOAN DW2020035	3,711,702.84
230 · GEFA LOAN # 2010L08WS	689,241.11
231 · GEFA LOAN RESERVOIR #RF2018001	323,481.99
Total Long Term Liabilities	7,607,418.16
Total Liabilities	7,944,853.95
Equity	
305 · RETAINED EARNINGS TFF	623,205.13
308 · INVESTED IN CAPITAL ASSETS, NET	4,381,383.00
3900 · Retained Earnings	1,628,218.28
Net Income	150,514.12
Total Equity	6,783,320.53
TOTAL LIABILITIES & EQUITY	14,728,174.48

DADE COUNTY WATER & SEWER AUTHORITY

10/03/22

Profit & Loss

Accrual Basis

June through August 2022

	Jun 22	Jul 22	Aug 22	TOTAL
Income				
402 · INCOME WATER RENTS	330,887.25	355,767.25	319,505.50	1,006,160.00
403 · INCOME-SEWER COLLECTION FEES	3,396.36	3,338.84	3,533.09	10,268.29
404 · INCOME/MISCELLANEOUS	3,400.15	5,367.60	6,768.74	15,536.49
405 · INTEREST INCOME	55.51	57.25	52.26	165.02
406 · TAP FEE INCOME	10,650.00	19,100.00	17,583.00	47,333.00
416 · INTER-GOVERNMENTAL INCOME	70,755.00	0.00	0.00	70,755.00
Total Income	419,144.27	383,630.94	347,442.59	1,150,217.80
Gross Profit	419,144.27	383,630.94	347,442.59	1,150,217.80
Expense				
501 · CREDIT CARD PROCESSING FEES	4,115.97	4,650.21	4,378.66	13,144.84
501.1 · CHECK PROCESSING FEES	122.20	0.00	120.25	242.45
502 · DEPRECIATION	52,597.44	56,560.56	56,560.56	165,718.56
506 · BAD DEBTS	-100.00	0.00	-188.47	-288.47
507 · ELECTRICITY EXPENSE	42,775.08	308.32	83,720.57	126,803.97
508 · EMPLOYEE BENEFITS	1,187.01	1,120.53	26,837.28	29,144.82
509 · INSURANCE	39,801.58	1,043.58	-17,900.65	22,944.51
510 · INTEREST ON BONDS PAYABLE	62,571.33	740.08	740.08	64,051.49
511 · INTEREST EXPENSE GEFA LOAN	2,775.89	2,758.03	2,740.11	8,274.03
512 · INTEREST PAYING CHARGE	118.44	0.00	0.00	118.44
513 · MATERIALS AND SUPPLIES	-42,891.19	21,654.27	19,112.10	-2,124.82
514 · CHEMICALS	3,756.00	20,991.10	3,756.00	28,503.10
515 · MISCELLANEOUS	64.04	2,008.92	23.70	2,096.66
516 · OFFICE EXPENSE AND POSTAGE	9,507.26	5,664.41	5,576.44	20,748.11
517 · INTEREST EXPENSE ON NRWA LOAN	104.77	102.62	100.47	307.86
519 · PROFESSIONAL FEES	3,240.00	19,410.00	2,985.00	25,635.00
520 · COMPUTER MAINTENANCE	-8,935.00	35,113.00	0.00	26,178.00
522 · REPAIRS AND MAINTENANCE	4,520.45	1,115.98	2,382.79	8,019.22
523 · REPAIRS & MAINTENANCE - OFFICE	385.00	0.00	0.00	385.00
524 · SALARIES AND WAGES	86,571.37	73,225.77	75,890.58	235,687.72
525 · PAYROLL TAXES	6,093.69	5,601.73	5,805.66	17,501.08
526 · TELEPHONE	1,068.88	1,212.80	1,259.74	3,541.42
530 · EMPLOYEE UNIFORMS	589.87	0.00	424.44	1,014.31
535 · TRUCK EXPENSE	6,661.10	64,173.68	6,875.01	77,709.79
537 · SEWER EXPENSE	14,576.57	-31,657.97	3,310.52	-13,770.88
537.1 · CONTRACT LABOR SEWER	4,560.00	-5,100.00	0.00	-540.00
542 · TRAVEL EXPENSES	0.00	2,852.57	2,924.20	5,776.77
544 · COMPUTER EXPENSE	0.00	26.73	20.32	47.05
545 · JANITORIAL EXPENSE	300.00	300.00	300.00	900.00
546 · DUES AND SUBSCRIPTIONS	605.16	14.99	374.99	995.14
548 · MEALS AND ENTERTAINMENT	0.00	233.02	0.00	233.02
549 · WATER UTILITY EXPENSE	508.60	531.66	516.62	1,556.88
553 · EDUCATIONAL EXPENSE	1,120.00	0.00	0.00	1,120.00
554 · WHEELAGE & TREATMENT CHARGES	2,394.91	2,447.94	4,807.91	9,650.76
Total Expense	300,766.42	287,104.53	293,454.88	881,325.83
Net Income	118,377.85	96,526.41	53,987.71	268,891.97



PROJECT UPDATES

AS OF 9/30/2022

**CONTRACT #1 - WATER MAIN UPGRADES
COMPLETE**

**CONTRACT #2 - METER REPLACEMENT PROGRAM
IN PROGRESS**

CONTRACTORS SCHEDULED TO BEGIN INSTALLS FIRST WEEK OF OCTOBER

**CONTRACT #3 - PUMP STATION UPGRADES
SAND MOUNTAIN PUMPSTATION**

IN PROGRESS

SURGE SUPPRESSION VALVE HAS BEEN INSTALLED

PUMP STATION START-UP HAS BEEN DELAYED DUE TO A MANUFACTURER ISSUE CAUSING THE MOTORS TO NOT SEAT PROPERLY. THE MANUFACTURER IS AWARE OF THE ISSUE AND IS WORKING TO PROVIDE A SOLUTION.

**CONTRACT #4 - REHABILITATION OF WATER STORAGE TANKS
HOOKER & LOOKOUT TANKS COMPLETE
COMPLETE**

**ECWAG - (EMERGENCY COMMUNITY WATER ASSISTANCE GRANT)
COMPLETE**



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

August 31, 2022

Mr. Eddie Cantrell
Board Chairman
Dade County Water & Sewer Authority
P.O. Box 1047
Trenton, Georgia 30752

Subject: P.I. No. 0015541, Dade County
Contract Item Agreement Undated – Water Facilities

Dear Mr. Cantrell:

In accordance with your request, the adjustment of Water facilities belonging to the **Dade County Water & Sewer Authority** is being included in the Department's contract for the roadway work on the above numbered project.

We are transmitting three counterparts of an undated Contract Item Agreement which sets forth the conditions under which the State agrees to have its Contractor perform the work and by which the **Dade County Water & Sewer Authority** will reimburse the Department for this work. As outlined in Article 8, the non-binding Pre-let estimate, not including betterment, for this work is **\$395,030.00** of which the Department will bear **30% or \$118,509.00 (in Utility Aid)** and the **Dade County Water & Sewer Authority will bear 70% or \$276,521.00**. Also, attached is a cost estimate supporting the Agreement.

If the Agreement meets with your approval, please handle for execution on behalf of the **Dade County Water & Sewer Authority** and return all three (3) counterparts to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308, for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 5 of the Agreement. The Official Seal of the **Dade County Water & Sewer Authority** is also required to be affixed to each counterpart in compliance with instructions from our Attorney General's Office.

Also, please provide the **Dade County Water & Sewer Authority's** Federal Employee Identification Number (FEIN) in the blank shown on page 4 of the Agreement.

Mr. Eddie Cantrell
P.I. No. 0015541, Dade County
Contract Item Agreement Undated – Water Facilities
August 31, 2022; Page 2 of 2

In accordance with Articles 8, 9, and 10 of the Agreement, the Department shall notify the **Dade County Water & Sewer Authority** in writing of the amount due the Department based upon the aforementioned commitment letter at the time of execution. At that time a check for the amount required to perform the work will be requested as outlined in the Agreement. The Department will refund any overpayment or request in writing that the **Dade County Water & Sewer Authority** pay the Department the revised amount as determined by the aforesaid method.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by email at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement and Estimate)
cc: Grant Waldrop, P.E., District 6 Engineer
Jun Birnkammer, E.I.T., District 6 Utilities Manager
Sumit Gevaria, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utility Coordinator

Account No. -- Class: 733005-309

Department ID: 4848010000

Program No.: 4181401

CONTRACT ITEM AGREEMENT

Georgia Project No.: N/A, Dade County

G.D.O.T. P.I. No.: 0015541

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **Dade County Water & Sewer Authority**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to **replace the bridge on State Route 58/US 11 over Squirrel Town Creek in Dade County, Georgia;** and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water** facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water** facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

CONTRACT ITEM AGREEMENT

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **\$395,030.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$118,509.00 or 30% and the LOCAL AGENCY shall bear \$276,521.00 or 70%.**

CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

DADE COUNTY WATER & SEWER AUTHORITY

BY: _____

TITLE: _____

Signed on behalf of the Dade County Water & Sewer Authority pursuant to resolution dated _____.

FEIN _____

BY: _____

SECRETARY/ASST.SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
STATE UTILITIES ADMINISTRATOR

BY: _____

COMMISSIONER

PROJECT NO.: N/A
COUNTY: Dade
G.D.O.T. P.I. NO.: 0015541
DATE: August 31, 2022 DB

Signed, sealed and delivered this _____
day of _____, 20____.

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____

TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

DADE COUNTY WATER & SEWER AUTHORITY

BE IT RESOLVED by the CHAIRMAN of the BOARD OF DIRECTORS OF THE DADE COUNTY WATER & SEWER AUTHORITY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, DADE COUNTY, P.I. No. 0015541 to **replace the bridge on State Route 58/US 11 over Squirrel Town Creek in Dade County** and that Mr. Eddie Cantrell as Chairman and _____, as Secretary, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Chairman of the Board of Directors of the Dade County Water & Sewer Authority.

Passed and adopted, this the _____ day of _____, 20__.

ATTEST:

SECRETARY

BY: _____
CHAIRMAN

STATE OF GEORGIA,

DADE COUNTY WATER & SEWER AUTHORITY

I _____, as Secretary, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the CHAIRMAN of the BOARD OF DIRECTORS OF THE DADE COUNTY WATER & SEWER AUTHORITY WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
SECRETARY



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	DADE COUNTY WATER & SEWER AUTHORITY
Solicitation/Contract No./ Call No. or Project Description:	Project No. N/A, P.I. No. 0015541, Dade County – To replace the bridge on State Route 58/US 11 over Squirrel Town Creek.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

