COUNTY AGENDA REQUEST

Department:	Water System	Presenter(s):	Tony Parrott
Meeting Date:	Thursday, January 12, 2012	Type of Request:	Consent

Wording for the Agenda:

Approval of the Water Committee's recommendation to authorize Mallett Consulting to conduct a survey to determine the need for dredging Lake Peachtree, in accordance with the County's agreement for the withdrawal of water from Lake Peachtree by the Fayette County Water System, at an estimated cost of $17,500.

Background/History/Details:

Fayette County entered into a long-standing contract with the City of Peachtree City allowing the Fayette County Water System to use water from Lake Peachtree. As part of the contract, a requirement was established that at every eight years, Lake Peachtree be surveyed to determine if it requires dredging.

In the past, Mallett Consulting has conducted the surveys of Lake Peachtree, so they already have the survey points established and have information available to them from their past work.

Lake Peachtree was last dredged in 2003 through 2004, and the cost for the dredging project was $1,036,173.00.

What action are you seeking from the Board of Commissioners?

Approval of the Water Committee's recommendation to authorize Mallett Consulting to conduct a survey to determine the need for dredging Lake Peachtree, in accordance with the County's agreement for the withdrawal of water from Lake Peachtree by the Fayette County Water System, at an estimated cost of $17,500.

If this item requires funding, please describe:

Funds are available in the Water System's Lake Peachtree Dredging Fund Account.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?	No	Backup Provided with Request?	No

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval	Yes		

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

LAKE PEACHTREE WATER WITHDRAWAL AGREEMENT

WHEREAS, the County of Fayette, hereinafter the "County", acting by and through its Board of Commissioners, and the City of Peachtree City, hereinafter the "City", acting by and through its Mayor and Council, do enter into an Agreement, hereinafter the "Agreement"; and

WHEREAS, on April 1, 1966 Fayette County did enter into an Agreement with Georgia Utilities Company whereby Georgia Utilities granted unto the County exclusive right for thirty-five (35) years to withdraw water from Lake Peachtree in an amount not to exceed two million (2,000,000) gallons per twenty-four (24) hour day; and

WHEREAS, by Quit Claim Deed said Agreement was transferred by Georgia Utilities Company to Garden Cities Corporation pursuant to that certain Quit Claim Deed dated December 29, 1976, and recorded in Deed Book 157, Page 616 of the Fayette County Records; and

WHEREAS, by Security Deed said Agreement was transferred by Garden Cities Corporation to Equitable Life Assurance Society of the United States pursuant to that certain Warranty Deed dated December 29, 1976, and recorded in Deed Book 157, page 619, Fayette County Records; and

WHEREAS, said certain Agreement was transferred by Equitable Life Assurance Society of the United States to the City of Peachtree City pursuant to that certain Quit Claim Deed dated November 5, 1981, and recorded in Deed Book 248, Page 18, Fayette County Records; and

WHEREAS, the City granted the County in said Agreement the exclusive right and privilege to use the outlet structure and raw water pumping pipe column connected to Lake Peachtree and to construct a water pump with capacity to deliver not in excess of 2,000,000 gallons of water per 24-hour day; and

WHEREAS, said grant and agreement was dated April 1, 1966, and the term thereof a period of thirty-five (35) years from said date; and

WHEREAS, the County is presently developing a tract of land in the City, along Flat Creek, as a reservoir, to be used for the purpose of improving the existing water system; and

WHEREAS, the County desires to issue bonds to provide for said improvement to its existing water system; and

WHEREAS, said bonds must be based on the production of revenue by the existing water system; and

WHEREAS, the County and the City desire to modify the Agreement to extend the grant and franchise for the life of said bonds; and

WHEREAS, the City and County desire to modify the grant and agreement to require the County to maintain Lake Peachtree;

WHEREAS, the present Agreement allows the County to intall and operate a water pumping pipe column with a capacity to deliver not in excess of two million (2,000,000) gallons per twenty-four (24) hour day; and

WHEREAS, the County needs to increase its capacity to four million (4,000,000) gallons per twenty-four (24) hour day;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth, the City, acting by and through its Mayor and Council, and the County, acting by and through its Board of Commissioners, do hereby agree as follows:

1.

Condition 1 of the Agreement which is found on page 1 thereof, shall be modified to provide that the County has the right to install and operate a raw water pumping pipe column and to install therein a water pump with capacity to deliver not in excess of four million (4,000,000) gallons

per twenty-four (24) hour day, provided that the level of Lake Peachtree is maintained at its current mean level. Lake Peachtree may only be drawn down from its current mean level at such time as the upper reservoir has been drawn down to its silt pool level and the County Commission has declared a water emergency. The water emergency must be renewed and redeclared by the County Commission every thirty (30) days. Upon the need to expand said water pump capacity based upon the growth of the present Fayette County Water System, the County shall have the right to withdraw additional reasonable amounts of water as permitted by the Environmental Protection Division of the Department of Natural Resources of the State of Georgia so long as the current mean water level of Lake Peachtree is always maintained.

2.

Condition 1 of the Agreement, which is found on page 1 thereof, shall be modified and provide that the term of the grant and franchise shall be for a period of fifty (50) years from the date of this modification, such that such condition shall provide as follows: This grant and franchise shall be dated as of October 11, 1984, and the term hereof shall be for a period of fifty (50) years from such date.

3.

Condition 2 of the Agreement, as found on page 2 thereof, shall be modified to read as follows:

2. County specifically covenants, agrees and warrants that it will during the term of this Agreement maintain the dam, spillway and immediate land area abutting the water line of said Lake, and the outlet structure and raw water piping column referred to in Paragraph 1 above, in substantially the same condition as the same are in as of the date of this Agreement (were in as of April 1, 1966).

County also acknowledges that certain areas of the Lake are prone to buildups of silt deposits, and County therefore

specifically covenants, agrees and warrants that it will reasonably maintain those areas of the Lake (stream and drainage inlets and appurtenant areas as shown on Exhibit "A" attached hereto and made a part hereof), in such a manner that excess silt deposits shall be removed and streams and drainage inlets shall be kept clear and open. County has previously agreed to dredge excess silt from these areas to the depth existing in 1966 concurrently with the construction of a dam for a lake to be constructed north of Lake Peachtree on Flat Creek. The lake bottom established in the above referenced areas by that dredging shall form the standard depth for all future dredging and removal of silt as contemplated by this Agreement. In each successive eight (8) year period after the above referenced dredging is completed, Peachtree City and the County shall jointly inspect and test the condition of those areas set out previously in this paragraph to determine the amount of dredging required, if any, to re-establish the lake bottom in conformance with the above stated standard. Any dredging necessary to reach that standard shall be accomplished within six (6) months of said eight (8) year period.

Notwithstanding anything stated above, the County shall have the obligation to remove silt from said Lake bottom to the standard established above at any time, in any of said areas if the level of silt or any vegetation in any of the said areas protrudes above the surface of said Lake at normal pool elevation.

County further covenants and agrees that it will indemnify Peachtree City and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from County's failure to perform such maintenance. If at any time County shall fail to so maintain said dam, spillway, stream and drainage inlets, and immediate land area abutting the water line of said Lake, Peachtree City may, but shall not be obligated to, perform such maintenance, and in such event

County shall reimburse Peachtree City for all reasonable costs and expenses incurred by the City in performing such maintenance. County convenants and agrees that as additional consideration for the grants made by Peachtree City, or its predecessor in title, in paragraph 1 hereof, it will pay a rental in an amount equal to any ad valorem taxes which may hereafter be levied by County upon the real property upon which said Lake is located.

3.

The City and County hereby agree that all other portions of the Agreement shall reamin intact and in force as first written.

IN WITNESS WHEREOF, the City, pursuant to an ordinance duly adopted by its Mayor and Council, and the County, pursuant to an ordinance duly adopted by its Board of Commissioners, have caused this Modification to be signed by the Mayor and Chairman, respectively, and their seals to be affixed hereto on this 29th day of March, 1985.

MAYOR AND COUNCIL OF
THE CITY OF PEACHTREE CITY

By: Frederick Brown, Jr.
Frederick Brown, Jr., Mayor

ATTEST:
Frances Meaders
Frances Meaders, City Clerk

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

By: Dennis Berkelbaugh
Dennis Berkelbaugh, Chairman

ATTEST:
Margaret Malone
Margaret Malone, Clerk