

International Tower | 229 Peachtree St., NE | Suite 100 | Atlanta, GA 30303

BOARD MEETING AGENDA

December 10, 2025 – 10:00 a.m.
In-Person: Harry West Board Room
International Tower Suite 100, 229 Peachtree Street, NE Atlanta, Georgia
Virtual Option: Click here to join the meeting

Or call in (audio only) +1 470-419-6063,,804013237#

- I. Welcome
- II. Public Comment Period**
- **III.** Approve Meeting Minutes (Action Item)
 - September 10, 2025

IV. Chairman's Report

- New member recognition
- 2026 Legislative Policy Committee Membership
- Future Meeting Dates

V. Executive Committee Report

- 2026 Finance Committee Membership (Action Item)
- 2025 Budget Revision (Action Item)
- 2026 Budget Revision (Action Item)
- BAC New Member Approval
- 2028 Water Resources Management Plan Consultant Contract (<u>Action Item</u>)

VI. Staff Updates

- Water Supply Status/Litigation
- Lake Lanier Water Quality Initiative
- Education and Outreach
- Data Centers
- Resilient Water Utilities Report

VII. Taste and Odor Occurrence in Lake Lanier and the Chattahoochee River—Dr. Brigette Haram, Gwinnett County Water Resources Department

VIII. Adjourn

^{**}A 10-minute period for public comments is designated as needed at each Governing Board meeting during a time deemed appropriate by the Chairman. Each speaker must sign-up at least two (2) days prior to the meeting start time by emailing Chairman@northgeorgiawater.com. The 10 minute period will be divided by the number of people wishing to address the Board. No single speaker shall have more than five (5) minutes to address the Board. Comments should also be provided in writing, with supporting material. The Chairman reserves the right to limit or extend the speaking time or total number of speakers at any meeting.



Metropolitan North Georgia Water Planning District GOVERNING BOARD Minutes September 10, 2025

The Metropolitan North Georgia Water Planning District Governing Board met on Wednesday, September 10, 2025, at 10:00 a.m. in the Harry West Boardroom at the Atlanta Regional Commission office in downtown Atlanta and via Teams.

Members Present

Mr. Glenn Page, Chairman City of Atlanta Designee: Mr. Greg Eyerly Hon. Nicole Love Hendrickson, Vice Chair Cherokee County Designee: Ms. Jennifer Arp Dr. Mark Berry, Secretary/Treasurer Douglas County Designee: Mr. Gil Shearouse Hon. Lisa Cupid Fayette County Designee: Ms. Vanessa Tigert Hon. Lorraine Cochran-Johnson Forsyth County Designee: Ms. Mendy Moore Ms. Pamela Burnett Forsyth County Designee: Mr. Scott Adams Mr. Al Edwards Hall County Designee: Ms. Linda MacGregor Henry County Designee: Mr. Tony Carnell Ms. Sara Ray Mr. Darrell Rochester Paulding County Designee: Mr. Ray Wooten

Mr. Tim Thoms Mr. Dave Williams Dr. Ben Jordan

Members Not Present

Hon. Robb Pitts

Hon. Alieka Anderson-Henry
Hon. JaNice Van Ness
Hon. Steve Taylor
Hon. Bill McKenzie

Mr. Gerald Pouncey

Chairman Glenn Page called the meeting to order.

The Chairman recognized the new Metro Water District Manager, Vic Engel, PhD.

Public Comment Period

Mr. George Kelecheck provided comments on the Haynes Creek Watershed Foundation.

Approve Meeting Minutes

The Board voted to adopt the May 5, 2025, Governing Board Meeting minutes, as amended by the Chairman. A motion was made by the Chairman to amend the May 6 minutes to note it was a special-called meeting.

The Board voted to adopt the June 17, 2025, Governing Board Meeting minutes. The motion to approve the meeting minutes was made by the Hon. Nicole Love-Hendrickson and seconded by Ms. Sara Ray.

Chairman's Report

The Chairman recognized the Hon. Tim Estes as a new Board member representing Paulding County.

Executive Committee Report

The Board voted to adopt a Water Resources Management Plan amendment for the City of Cartersville. The motion to approve was made by Hon. Hendrickson and seconded by Mr. Tony Carnell. All in favor.

The Board voted to adopt a Water Resources Management Plan amendment for the Henry County Water Authority. The motion to approve was made by Hon. Hendrickson and seconded by Mr. Gil Shearhouse.

Guest Speakers

The Board heard a presentation from Mike Alexander (ARC) on Recent Population and Jobs Growth – Metropolitan Atlanta

The Board heard a presentation from Judy Adler (GEFA) on a GEFA Update and Special Focus on Hurricane Helene Resilience Funding

Staff Updates

The Board heard a presentation from Shellby Miller, MWD, on the status of our water supplies.

The Board heard a presentation from Danny Johnson, MWD, on litigation updates.

The Board heard a presentation from Justine Schwartz, MWD, on education and outreach activities.

The Board heard a presentation from Celine Benoit, MWD, on Data Center Trends and Education Efforts

The Board heard a presentation from Vic Engel, MWD, on the development of the 2028 Water Resources Management Plan.

Adjourn

There being no further business, the meeting water adjourned.



International Tower | 229 Peachtree St., NE | Suite 100 | Atlanta, GA 30303

MEMORANDUM

Date: December 10, 2025

To: Governing Board

From: Chairman Glenn Page

RE: Recommended Legislative Committee Members for 2026

I recommend the following Governing Board members to serve on the Legislative Committee for 2026:

Board Chair – Glenn Page
Vice Chair – Chairwoman Hon. Nicole Love Hendrickson
Treasurer/Secretary – Dr. Mark Berry
City of Atlanta – Mayor Hon. Andre Dickens
Cobb County – Chairwoman Hon. Lisa Cupid
Douglas County – Chairwoman Hon. Ramona Jackson Jones
Pam Burnett – Citizen Member
Dave Williams – Citizen Member
Gerald Pouncey – Citizen Member
Tim Thoms – Citizen Member



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MEMORANDUM

Date: December 10, 2025

To: Executive Committee

From: Chairman Glenn Page

RE: Recommended Finance Committee Members for 2026

I recommend the following Governing Board members to serve on the Finance Committee for 2026:

Board Chair – Glenn Page

Vice Chair - Chairwoman Hon. Nicole Love Hendrickson

Treasurer/Secretary – Dr. Mark Berry (Committee Chair)

Cherokee County - Chairman Hon. Harry Johnston

Cobb County – Chairwoman Hon. Lisa Cupid

DeKalb County – CEO Hon. Lorraine Cochran-Johnson

Douglas County – Chairwoman Hon. Ramona Jackson Jones

Henry County – Chairwoman Hon. Carlotta Harrell

Gerald Pouncey – Citizen Member



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MEMORANDUM

Date: November 14, 2025

To: Finance Committee

From: Dr. Mark Berry, Finance Committee Chair

RE: Proposed 2025 Year End and 2026 Budget Revisions

The District operates on a fiscal calendar year.

The 2025 Year End Budget Revision incorporates adjustments for grant revenue, miscellaneous income and projected expenditures for the remainder of the year.

The 2026 Budget Revision reflects the revised estimated Beginning Fund Balance, along with adjustments for new grant revenue, revised fringe/overhead rates, and contract expenses.

<u>2025 Budget Revision</u> – The District proposes a revision to the 2025 budget to incorporate adjustments for projected revenues and expenditures for the remainder of the year.

Revenues – This budget revision reflects a new estimate for 2025 funding to be received from the Georgia Environmental Protection Division 319 non-point source grant program for a District-wide Stormwater Management Infrastructure Mapping Strategy project. The total grant will be \$250,000 between 2025 and 2026. State funding for the GA EPD 319 grant was reduced from \$200,000 to \$160,000 for 2025. Also, Miscellaneous Fees were reduced from \$17,000 to \$10,870 to reflect the anticipated number of submittals to the Post Construction Stormwater Technical Assistance Program through the end of the year.

Expenses – Expenditures for contracted services has been reduced from \$435,000 to \$275,000 to reflect a later than anticipated start date (now estimated mid-December 2025) for consultant services needed to initiate the 2028 Water Resources Management Plan update.

Following these revisions, the projected 2025 Ending Fund Balance is expected to increase from \$1,716,992 to \$1,830,862.

Metro Water District Executive Committee November 14, 2025 Page 2

<u>2026 Budget Revision</u> - In response to the 2025 Year End Budget Revision, we have also proposed the attached revision to the 2026 budget to update the estimated Beginning Fund Balance and reflect changes to the anticipated revenues and expenditures.

Beginning Fund Balance - The estimated Beginning Fund Balance has been modified to reflect the 2025 Projected Ending Fund Balance which increased from \$1,716,992 to \$1,830,862.

Revenues – Funding from the Georgia Environmental Protection Division 319 non-point source grant program for a District-wide Stormwater Management Infrastructure Mapping Strategy project will total \$250,000 between 2025 and 2026. State funding for the GA EPD 319 grant was increased from \$50,000 to \$90,000 for 2026.

Expenses – The 2026 budget revision includes an increase in estimated Fringe Benefits, reflecting the increase in the ARC rate from 48% to 52%. The 2026 budget revision also includes a decrease in estimated Overhead expenses reflecting the decrease in the ARC rate from 33.5% to 31%. Estimated contract expenses increased from \$765,000 to \$845,000 in this budget revision in anticipation of the consultant services to be performed in 2026 needed to update the 2028 Water Resources Management Plan, and to reflect new estimated expenditures from the Georgia EPD 319 grant in 2026.

Following these revisions, the projected 2026 Ending Fund Balance increases from \$1,039,410 to \$1,101,638.

Note that in June 2011 the Board adopted the following financial policy: the District will establish and strive to maintain a minimum fund balance of \$300,000 for operating contingencies.

The District's Finance Committee will hold a conference call meeting on November 14, 2025, at 11:00 a.m. to consider and recommend action by the Executive Committee.

	2025 ADOPTED June 6, 2024	2025 ADOPTED December 11, 2024	2025 ADOPTED June 17, 2025	2025 DRAFT November 14, 2025
Per Capita Dues Rate	\$ 0.250	\$ 0.250	\$ 0.250	\$ 0.250
D				
Revenues	250,000	250,000	250,000	250.000
State Funding (Appropriations) State Funding (GAEPD 319 Grant)	250,000	250,000	250,000	160,000
State Funding (GAEFD 319 Grant) State Funding (Plan Update)		200,000	500,000	500,000
Local Dues (2020 Census at per capita rate)	1,398,593	1,398,593	1,398,593	1,398,593
Interest Income	55,000	55,000	55,000	55,000
Misc. Fees	17,000	17,000	17,000	10,870
	.,,	.,,	. ,,	
Total Revenues	1,720,593	1,920,593	2,420,593	2,374,463
Expenses by Type				1 1
Chairman's Allowance	3,000	3,000	3,000	3,000
District Planning Function				
Salaries*	733,966	733,966	733,966	733,966
Fringe Benefits	366,983	352,304	352,304	352,304
Overhead	365,515	363,900	363,900	363,900
Contracts	235,000	435,000	435,000	275,000
Miscellaneous Operating	85,000	85,000	85,000	85,000
Public Awareness / Education	100,000	100,000	100,000	100,000
Total Expenses	1,889,463	2,073,170	2,073,170	1,913,169
Projected increase/(-) reduction in Fund Balance	(168,871)	(152,577)	347,423	461,293
•				
2028 Plan Update Reserve			1,416,992	1,530,862
Projected Reserve Fund Balance			300,000	300,000
Beginning Fund Balance			1,369,569	1,369,569
Projected Ending Fund Balance			1,716,992	1,830,862

NOTES

- 1. The District received \$250,000 for District Administration for State FY2025.
- 2. The District will strive to maintain a minimum fund balance of \$300,000 for operating contingencies.
- 3. Contracts: 2028 Plan Update, Stormwater Management Infrastructure Mapping Strategy, Council for Quality Growth Stormwater Facilitation, Drought Management Technical Assistance, Governmental Affairs and other contracts
- 4. Misc. Operating: This category includes operating supplies, publications, printing and photocopying, meeting expenses, postage, contractual photocopying, meeting expenses, postage, contractual, operating services such as

 $^{{\}rm *Includes~12,}000~of~match~funds~for~the~Stormwater~Management~Infrastructure~Mapping~Strategy~project.}\\$

	2026 ADOPTED	2026 DRAFT
	June 17, 2025	November 14, 2025
Per Capita Dues Rate	\$ 0.250	\$ 0.250
Revenues		
State Funding (Appropriations)	250,000	250,000
State Funding (GAEPD 319 Grant)	50,000	90,000
State Funding (Plan Update)	-	-
Local Dues (2020 Census at per capita rate)	1,398,593	1,398,593
Interest Income	55,000	55,000
Misc. Fees	15,500	15,500
Total Revenues	1,769,093	1,809,093
Expenses by Type		
Chairman's Allowance	3,000	3,000
District Planning Function		
Salaries*	755,985	755,985
Fringe Benefits	362,873	393,112
Overhead	374,817	356,220
Contracts	765,000	845,000
Miscellaneous Operating Public Awareness / Education	85,000	85,000
Public Awareness / Education	100,000	100,000
Total Expenses	2,446,674	2,538,317
Projected increase/(-) reduction in Fund Balance	(677,582)	(729,224)
2028 Plan Update Reserve	739,410	801,638
Projected Reserve Fund Balance	300,000	300,000
Beginning Fund Balance (Estimated)	1,716,992	1,830,862
Projected Ending Fund Balance	1,039,410	1,101,638

NOTES

- 1. The District received \$250,000 for District Administration for State FY2026.
- 2. The District will strive to maintain a minimum fund balance of \$300,000 for operating
- 3. Contracts: 2028 Plan Update, Stormwater Management Infrastructure Mapping Strategy, Drought Management Technical Assistance, Governmental Affairs and other contracts
- 4. Misc. Operating: This category includes operating supplies, publications, printing and photocopying, meeting expenses, postage, contractual photocopying, meeting expenses, postage, contractual, operating services such as

^{*} Includes 3,000 of match funds for the Stormwater Management Infrastructure Mapping Strategy project.



International Tower | 229 Peachtree St., NE | Suite 100 | Atlanta, GA 30303

MEMORANDUM

DATE: December 1, 2025

TO: Executive Committee

FROM: Metro Water District Staff

RE: Basin Advisory Council Membership Approval

According to the Basin Advisory Council Operating Procedures, BAC membership selection will occur once per year, though the District staff will accept applications for new members throughout the year.

Attached is a list including new applicants (highlighted in green), renewing membership (highlighted in blue), and existing memberships (no highlights) for Executive Committee review. Membership Category/Interests are indicated as primary (1) and secondary (2). According to the Operating Procedures, the Executive Committee will review and approve new BAC members.

Nine (9) applications were received between the Executive Committee's June 2025 approval of BAC Members and December 1, 2025. Of these, three (3) are new applicants and six (6) are renewing an existing membership. The staff recommends the Executive Committee approve these applicants for BAC membership.

Burn Abigail	Last Name Anderson	First Name Taylor	Organization	Environmental Interests	Business Interests	Development Community	Recreation Interests	Professional Organization	Neighborhood / Homeowner Organization	Civic Groups	Urban Agriculture	Media Representatives	Power / Natural Gas	Academic Community	Water Resource Industry	Citizen	Other
Blum Abigail Jane Goodall Institute Roots & Shoots			Atkins Realis												1		
Bill West Georgia Board of Realtons 2	Blum Boullion	Abigail Devon	Jane Goodall Institute Roots & Shoots		2					2					'	1	
Criste Robert Sustainability Partners 1 2			West Georgia Board of Realtors							1						- 1	
Steve Chip					2					1							
Davis Steve GHD				1												2	
Diaz		Steve													1		
Evans			Atlanta Beltline Partnership					2								1	
Public Relations, Corncast Central 1			Water Or and in a												_		
Foster			Public Relations, Comcast Central			2									2		
Gianella Ernesto			DIVISION	2												1	
Harsson Lisa Wylde Center 1								1							2	'	
Hanson Richard Georgia Water Tanks 1			Wylde Center	1				-							_	2	
Harper Matt						2											
Hostetler	Harper			1			2									1	
Howe Warren WHEE, LLC.		David	Veolia Water	1										2			
Johnston Megan GHD	Hostetler	David	Hazen and Sawyer							2					1		
Jones Rachel	Howe	Warren	WHEE, LLC.	1			2										
Jones Rache	Johnston	Megan					2								1		
Kirkland Olivia															2	1	
Krolikowski	Kinard	Khalilah		1											2		
Krolikowski	Kirkland	Olivia		1													
Chris Kumnick Infiltrator Water Technologies 1				2												1	
Miller			Infiltrator Water Technologies	1											2		
Moss Regina Bartown County Water Department 2				1											2		
Orellana Rolando University of Georgia Center for Urban Agriculture 2 1 1 2 3 1 2 2 3 1 2 2 3 1 3 2 2 3 1 3 2 2 3 1 3 2 2 3 1 3 2 2 3 1 3 2 2 3 1 3 2 2 1 3 2 1 3 2 2 1 3 2 1 3 2 2 1 3 2 2 1 3 <td></td>																	
Orellana Rolando Urban Agriculture 2 Overzat Tara 1 2 Reed Angus 1 2 Fulton County Soil and Water Conservation District 1 2 Rekuc Walter Conservation District 1 Riegels Don 2 2 Rosenthal Kristen Fruitful Community Foundation 2 Sheffield Tremaine 2 1 Skinner Sarah Georgia Water Planning and Policy Center 2 2 1 Smith Leland 1 2 1 2 1 Swinnett County Department of Su Tai Yi Water Resources 1 2 1 2 1 2 1 2 1 2 2 1 2 2 1 2 2 1 2 2 1 2 1 2 1 2 1 2 2 1 2 1 2 2 1	Moss	Regina		2											1		<u> </u>
District Tara Reed Angus Angus Fulton County Soil and Water Conservation District Cons	Orellana	Rolando		2							1						1
Reed			Orban Agriculture	1												2	
Rekuc Walter Fulton County Soil and Water Conservation District 1				1											2		
Rosenthal Kristen Fruitful Community Foundation 2	Rekuc			1					2								
Sheffield Tremaine 2 1 Skinner Sarah Georgia Water Planning and Policy Center 2 1 Smith Leland 1 2 Su Tai Yi Gwinnett County Department of Water Resources 1 2 Takhar-Fenyoe Kiran 1 2 Taylor Jr George B 1 2 Touchette Barbara S. 1 2 Valenzano Carl Greater Atlanta HBA 2 1 Waldron Abby 1 2 0 Total Primary 21 1 0 0 2 0 1 1 0 8 8 0											2					1	
Skinner Sarah Georgia Water Planning and Policy Center			Fruitful Community Foundation														
Skinner Sarah Center 2 1 2 Smith Leland 1 2 1 2 Su Tai Yi Water Resources 1 1 2 Takhar-Fenyoe Kiran 1 2 1 Taylor Jr George B 1 1 2 Touchette Barbara S. 1 2 1 Valenzano Carl Greater Atlanta HBA 2 1 Waldron Abby 1 2 0 1 0 0 2 0 1 0 8 8 0	Sheffield	Tremaine	Georgia Water Planning and Policy	2												1	
Smith Leland Gwinnett County Department of Water Resources 1 2 Su Tai Yi Water Resources 1 2 Takhar-Fenyoe Kiran 1 2 Taylor Jr George B 1 1 2 Touchette Barbara S. 1 2 2 Valenzano Carl Greater Atlanta HBA 2 1 3 4 Waldron Abby 1 2 0 1 0 0 2 0 1 0 0 8 8 0	Skinner	Sarah												2	1		1
Su Tai Yi Water Resources 1 2 Takhar-Fenyoe Kiran 1 1 2 Taylor Jr George B 1 1 2 Touchette Barbara S. 1 2 1 Valenzano Carl Greater Atlanta HBA 2 1 2 Waldron Abby 1 2 1 1 0 1 0 1 0 1 0 0 1 0 1 0 0 1 0 1 0 0 1 0 1 0 0 1 0 1 0 0 1 0 1 0 0 1 0 0 1 0 0 1 0 0 0 1 0 0 1 0 0 0 1 0 0 0 0 0 1 0 0 0 0 0 1 0 0		Leland	Gwinnett County Department of														
Taylor Jr George B 1 2 Touchette Barbara S. 1 0				1											1		
Touchette Barbara S. 1 2 Valenzano Carl Greater Atlanta HBA 2 1 Waldron Abby 1 2 0 Total Primary 21 1 0 0 2 0 1 0 0 8 8 0				-									1				
Valenzano Carl Greater Atlanta HBA 2 1 3 4 <th< td=""><td></td><td></td><td>+</td><td></td><td>-</td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td>'</td><td></td><td></td><td></td><td>\vdash</td></th<>			+		-			-					'				\vdash
Waldron Abby 1 2 3 4 5 6 6 7 6 7 6 7 7 8 8 0				1				<u> </u>								2	<u> </u>
Total Primary 21 1 0 0 2 0 1 1 0 8 8 0			Greater Atlanta HBA	4	<u> </u>	<u> </u>	2	1	<u> </u>	2							<u> </u>
	v v aiui UII	lunnà	Total Primary		1	0	n	2	n	1	1	n	1	n	R	8	n
					2					3	1		-				

3 New Applicants 4 Renewals 45 Existing Members

Coosa/Etowah BAC - Page 2

Last Name		Organization	Environmental Interests	Business Interests	Development Community	Recreation Interests	Professional Organization	Neighborhood / Homeowner Organization	Civic Groups	Urban Agriculture	Media Representatives	Power / Natural Gas	Academic Community	Water Resource Industry	Citizen	Other
Anderson	Brooke	Etowah Water & Sewer Authority	1													
Begley	Tracy					1									2	
Bourke	Brian Paul	City of Dallas												1	2	
Coyle	Bruce	Paulding County	2						1							
Demonbreun- Chapman	Jesse	Coosa River Basin Initiative	1			2									2	
Evans	Lisa	Utilities	2											1		
Ferguson	Craig	Brown and Caldwell	1													
Gaskin	Joe Baker	Arcadis U.S. Inc.												1	2	
Kaiser	Kevin	TMB Water	2	1												
Lee	Matthew Russ	sell			2										1	
McClure	Donald	Citizen	1													
Meek	Sarah Vaness	Citizen				1									2	
Meyer	Albert	Citizen					2								1	
Plauche	Mary		1				2									
Roderick		Flamelit Consulting, LLC	2	1												
Sagoo	Rajpal	Artha Investment Partners		1										2		
Shannon	Tom									1				2		
Shostak	Kelen	KADAS Inc.	1				2									
Wood	Laine Kirby	Upper Etowah River Alliance	1													
Woodie	Samuel				2										1	
		Total Primary	7	3	0	2	0	0	1	1	0	0	0	3	3	0
		Total Secondary	4	0	2	1	3	0	0	0	0	0 0 Now	0 Applic	2	5	0

0 New Applicants
1 Renewal

20 Existing Members

Flint BAC - Page 3

Last Name	First Name	Organization	Environmental Interests	Business Interests	Development Community	Recreation Interests	Professional Organization	Neighborhood / Homeowner Organization	Civic Groups	Urban Agriculture	Media Representatives	Power / Natural Gas	Academic Community	Water Resource Industry	Citizen	Other
Benz	Laura	Benz Law	1											2		
Bethune	Todd	Fayette County	1													
Dial	Carey Robert		2											1		
Greuel	Roger	Delta					2			1						
Holland	Clint	City of Peachtree City, GA	1													
Martin	Benjamin	Fayette County Water System	2											1		
Nealy	Shayla		2											1		
Poff	Jim	Georgia Association of Water Professional	2				1									
Riner	Lanie	Georgia Green Industry Association, Inc.	2				1									
Stanley	Chris	Management Department	1		1	2										
Thoms	Tim									1						
		Total Primary	4	0	1	0	2	0	0	2	0	0	0	3	0	0
		Total Secondary	5	0	0	1	1	0	0	0	0	0	0	1 I	0	0

0 New Applicants

0 Renewals

11 Existing Members

Lanier BAC - Page 4

Last Name	First Name	Organization	Environmental Interests	Business Interests	Development Community	Recreation Interests	Professional Organization	Neighborhood/Homeowner Organizatior	Civic Groups	Urban Agriculture	Media Representatives	Power / Natural Gas	Academic Community	Water Resource Industry	Citizen	Other
Check	Richard	Retired Engineer	1													
Risser	Becca	Chattahoochee Riverkeeper	1				·		2					-		
Whitmire	John		1					2								
		T. (18)		_				_	_					_		
		Total Primary	2	0					0		0					
		Total Secondary	0	0	0	0	0	1	1	0	0	0	0	0	0	0

0 New Applicant

⁴ Renewal

⁴ Existing Members

Last Name		Organization	Environmental Interests	Business Interests	Development Community	Recreation Interests	Professional Organization	Neighborhood / Homeowner Organization	Civic Groups	Urban Agriculture	Media Representatives	Power / Natural Gas	Academic Community	Water Resource Industry	Citizen	Other
Bannister	Walter	Citizens of Rockdale														
Bennett	Evan		1											2		
Brocks	Dennis	NRCS														
Corral	Skye		1										2			
Gotier II	Robert F.	Clearview Technologies and Life Safety														
Horlacher	Rachel	NRCS														
Jensen		City of Conyers														
Kelecheck	George		1							2						
LaRue	Mark	Walnut Creek Watershed Coalition	1												_	
Lichner	Nicole		1												2	
Lyons-Gary	Faye	DeKalb LWV/South DeKalb Community	1												2	
Manganiello	Chris	Chattahoochee Riverkeeper	1											2		
	Kevin	Gwinnett County	2	4										1	_	
Oke Parker	Elizabeth	PivotPath		1											2	
	Lara	20 East Development LLC														
Patterson	George	Henry County SWCD	1					2								
Porterfield Rhinehart	Taylor Ted	Perimeter CIDs	ı				2								1	
		reninetei CIDS	1												I	
Roesel Staples	Cindy Charles	Lee Staples Realty Inc	I													
	Elizabeth	Lee Staples Realty IIIC	2										1			

Ocmulgee BAC - Page 6

Thys	Alyssa							1							2	
Williams	Steve	Pluvial Solutions	1											2		
Wilson	Mark	Yellow River Water Trai	1			2										
		Total Primary	9	1	0	0	0	1	0	0	0	0	1	1	1	0
		Total Secondary	2	0	0	1	1	1	0	1	0	0	0	2	4	0

0 New Applicants

1 Renewals

24 Existing Members

Oconee BAC - Page 7

Last Name	First Name	Organization	Environmental Interests	Business Interests	Development Community	Recreation Interests	Professional Organization	Neighborhood / Homeowner Organization	Civic Groups	Urban Agriculture	Media Representatives	Power / Natural Gas	Academic Community	Water Resource Industry	Citizen	Other
Clark	Carey	Ardurra	1											2		
Armentrout	Ethan William	PE	1		2											
Lamme	Ellis R.	Gwinnett SWCD														
Stachura	Jill	Brown and Caldwell	1			2										
Vivelo	Thomas		2		1											
VandenHeuvel	Kristan	The Water Tower (Gwinnett County Department of Water Resources) Total Primary	2	0	1	0	0	0	0	0	0	0	0	1	0	0
		Total Secondary	2				0						0	0	0	0
		·										0 Ne	w Ap		nts	

0 Renewals

6 Existing Members



International Tower | 229 Peachtree St., NE | Suite 100 | Atlanta, GA 30303

MEMORANDUM

DATE: October 31, 2025

TO: Chairman Glenn Page

Michael D. Alexander

THRU: Mike Alexander, COO

Danny Johnson, Managing Director Johnson

FROM: Vic Engel Vic Engel

SUBJECT: Consultant Selection for the 2028 Water Resource Management Plan Contract

The Metropolitan North Georgia Water Planning District (the District) is seeking a consultant to assist with the development of the 2028 Water Resource Management Plan Update (2028 Plan Update). This plan presents an integrated approach to water resource management for the 15 counties and 97 cities in the District. It describes existing conditions and projects future conditions of the region's water resources and its water, wastewater, and watershed management infrastructure. This plan is driven by science, data, and good stewardship, and it promotes the protection of water resources for the purposes of supply, quality, and recreation in the region and downstream. The plan prescribes water resource management strategies that support the region's economic, environmental, and social well-being.

This memo describes the process and basis for the selection committee's recommendation that the District enter contract negotiations with Jacobs. The final contract will then be presented to the District Board at its December 2025 meeting for final approval.

The request for proposals and selection process was conducted following the latest version of ARC's Purchasing and Procurement Policy.

Selection Process

The selection process consisted of preparing a Request for Proposals (RFP), which specified the minimum services required and detailed the tasks of the proposed project. The RFP was posted on the District's and ARC's website and emailed to 22 prospective consulting firms who the

Consultant Selection Memo October 30, 2025 Page **2** of **3**

District understood to have the qualifications and experience necessary to perform the 2028 Plan Update tasks.

The RFP was issued on September 17, 2025. The final due date for proposals was October 24, 2025. The District received one proposal in response to the RFP from the following consulting firm:

- Jacobs Prime Consultant
 - o Sub-Consultants: Hazen and Sawyer, Q Solutions (DBE), and Lumenor (DBE)

The District forwarded the proposal it received to the proposal selection committee for consideration. The committee was comprised of 3 District staff and 4 Governing Board members or their alternates. Each committee member reviewed and scored the approach, qualifications and costs proposed for each Task identified in the RFP on a scale of 0-4. The scores were weighted and summed, and the average from all reviewers was taken for a final score.

Prime Consultant	Committee Average Score
Jacobs	3.9 out of 4.0

Based on the evaluation of the proposal, the selection committee recommends entering contract negotiations with Jacobs. All committee members found the proposed approach and qualifications of the consultant team to be exceptional and the costs to be aligned with budget expectations. The decision to proceed with Jacobs was unanimous. Assuming contract negotiations are successful, District staff recommend presenting a final contract to the District board at its December 2025 meeting for approval.

Scope of Work and Budget Negotiations

Jacobs' proposal includes suggestions for additional services that were not part of the original RFP. The committee recommended pursuing 3 of these services: Water Residuals Forecast, Water Availability Modeling, and Data Center Consulting, by first requesting Jacobs to conduct these services without changing their cost estimate.

District staff will negotiate a final scope of work and contract budget with Jacobs based on available funding (state appropriations and District dues) and prepare a recommendation to the Governing Board on December 10, 2025 for formal contract approval. According to the District's By-Laws, all contracts over \$100,000 must be approved by the Governing Board.

The anticipated budget range of the contract will be approximately \$825,000 depending on final scope of work approved by the Governing Board. The work will be budgeted under the ARC job code 503DDU.

Consultant Selection Memo October 30, 2025 Page 3 of 3

Based on the procurement procedures outlined in this memorandum, I submit the District staff recommendation for your approval that the District enter contract negotiations with Jacobs to assist with the 2028 Water Resource Management Plan Update.

Procurement Form 22-02

To complete a non-competitive procurement process



Attach to a Needs Procurement Form

Project Details:		
Proposed Vendor	Jacobs Engineering	
Project Manager	Vic Engel	
Desired Start Date	December 15, 2025	End Date July 31, 2028
The goods a There is a p associated of The grantor After a com ARC is spon	e policy reasons apply. and/or services to be procured are of public emergency or immediate need with a competitive procurement process and authorizes non-competitive specific process, competition is determined.	for the good or services that will not permit the delay cess. procurements. (Attach documentation from the grantor). ermined to be inadequate. f the region and procurement resources are limited or
Justification:		

Document the reasons the request meets the above selected circumstance.

An RFP for consultant services needed to assist with an update of the Metropolitan North Georgia Water Planning District's (the District) Water Resources Management Plan was released on September 17th, 2025. The open period for questions from prospective bidders closed on October 10, 2025, and the RFP closed on October 24th, 2025. The RFP was posted on the District and ARC websites, and a notification was posted in the South Fulton Neighbor newspaper.

One proposal was received from a team of consultants led by Jacobs Engineering. The proposal was evaluated by 3 District staff and 4 Governing Board members or their alternates. The review committee unanimously agreed that the proposal met all requirements exceptionally well, and that the contract award process should proceed with Jacobs.

In addition to Jacobs, two other consultant companies contacted District staff during the open question period to discuss expectations, timelines, approximate budget, and other topics related to the project and RFP. These firms did not submit proposals. These firms were contacted on October 30th to gain a better understanding of the reasons why they chose not to submit.

Justification, Cont. Consultant #1 - senior leadership in this firm did not approve a proposal because they felt that the project managers did not collect enough information about the project prior to submission, and that this would have led to a lack of competitiveness. This firm cited their inability to partner with other firms specializing in the approaches needed to complete the project, and they considered that the costs associated with frequent travel from their west coast headquarters to Atlanta needed to satisfy the meeting schedule specified in the RFP would not be supported by the project budget.
Consultant #2 - The POC for this firm cited the reluctance of their senior leadership to submit a proposal as the project lead, preferring instread to serve in a supporting role. None of their partnering firms were in a position to lead the proposal. The POC also cited the expected costs of travel for subject matter experts located in other parts of the country, and that they felt these costs would reduce their competitiveness.
Attachments Check all that apply Grantor Documentation Single Bid Analysis Emergency conditions documentation Attachment A, Scope of Services OR Specification of Goods Attachment B, Compensation and Method of Payment Attachment C, Business Associate Agreement Other:
Approvals: Department Manager Chief Officer Michael D. Alexander

Appendix _A_: Single Bid Analysis

(Complete this form when only one bid is received in response to an IFB or RFP, and submit with sole source justification).

	Action to Plan:
Product/Service to be Procured: Consulting Bid or Proposal Due Date:October 24 th 2025	o Award Contract Basis: o Extend Deadline (modify solicitation): New Due Date:
Number of Solicitations Requested:Open Number of Bids Received:1 Reasons for Lack of Competition (based on Supplier Contracts)	O Reprocure: New Solicitation Due to be Completed: Projected Due Date:
X Lack competency	Signed:
X Lack available resources O Poor timing O Short response due date	Title: Date:
o Other:	

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of this ____ day of ____, 2025 by and between Jacobs Engineering Group Inc, of Atlanta, Georgia (hereinafter referred to as the "Consultant") and the Metropolitan North Georgia Water Planning District, (hereinafter referred to as "MNGWPD" or "the District".

WITNESETHTHAT

WHEREAS, MNGWPD, pursuant to O.C.G.A. § 12-5-570 et. seq, is obligated to develop regional and watershed-specific plans; and

WHEREAS, MNGWPD desires to engage the Consultant to render certain technical or professional services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by funds from the State of Georgia, the United States Government, or participating Local Governments (hereinafter, along with the appropriate auditing agency of the entity providing such funds, referred to as the "Concerned Funding Agency or Agencies"); and

WHEREAS, the Consultant desires to render such services in connection with the Project;

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. <u>Employment of the Consultant</u>. MNGWPD hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions contained herein.
- 2. <u>Time of Performance</u>. The services of the Consultant are to commence no later than fifteen (15) days after the execution of this contract and shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A". The MNGWPD reserves the option to require the completion of an optional task as described in Attachments A and B. Should the MNGWPD decide to exercise this option a formal amendment to this Agreement will be executed. All services required hereunder shall be completed by or before July 31, 2028.
- 3. <u>Compensation and Method of Payment</u>. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "B" which is attached hereto and made a part hereof. In no event, however, will the total compensation and reimbursement, if any, to be paid the Consultant under this contract exceed the amount as further described in Attachment "B" of this contract.

- 4. <u>Scope of Services</u>. The Consultant shall do, perform and carry out in a satisfactory and proper manner, with the skill and diligence ordinarily exercised by professionals performing similar work and services, the work and services described in Attachment "A", which is attached hereto and made a part hereof, but shall not be responsible for management, supervision, or approval of others' work unless expressly stated. The Consultant shall conduct adequate review, coordination and approval of the work with MNGWPD's Chief Executive Officer (CEO) or his authorized agent (as used herein the CEO's "authorized agent" shall mean that person designated by MNGWPD's CEO in Paragraph 26 of this contract).
- 5. <u>Consultant's Personnel</u>. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of MNGWPD, nor shall such personnel have been employees of MNGWPD during any time within the twelve-month period immediately prior to the date of this contract, except with the express prior written consent of MNGWPD's CEO or his authorized agent. Further, the Consultant agrees that no such personnel shall be involved in any way with the performance of this contract, without the express prior written approval of MNGWPD's CEO or his authorized agent.
- 6. Approval of Subcontracts. None of the work or services to be performed under this contract by the Consultant shall be subcontracted without the prior written approval of MNGWPD's CEO or his authorized agent. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to MNGWPD's CEO or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by MNGWPD's CEO or his authorized agent, the Consultant shall provide such documentation as MNGWPD shall require, regarding the method the Consultant used in selecting its subcontractor. The Consultant acknowledges that if the work or services to be performed under this contract is financed solely or partially through Federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure.
- 7. Review and Coordination. To insure adequate review and evaluation of the work, and proper coordination among interested parties, MNGWPD shall be kept fully informed concerning the progress of the work and services to be performed hereunder. MNGWPD may require the Consultant to meet with designated officials of MNGWPD and the Concerned Funding Agency from time to time to review the work. Reasonable prior notice of such review meeting shall be given the Consultant.
- 8. Reports. The Consultant shall furnish MNGWPD with a monthly narrative progress report, in such form as may be specified by MNGWPD's CEO or his authorized agent, outlining the work accomplished by the Consultant during the month of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of the month of such report. Such report shall be furnished within fifteen (15) days of the end of the month of such report.

- 9. <u>Inspections</u>. Authorized representatives of MNGWPD and the Concerned Funding Agency may at all reasonable times review and inspect the Project activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Consultant shall be made available to authorized representatives of MNGWPD and the Concerned Funding Agency for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of his professional obligation to correct, at his expense, any errors found in the work. Consultant's obligation to correct errors post-acceptance shall apply only to material errors in the Consultant's work product and shall not extend to changes arising from client-directed scope changes, new information, or third-party actions.
- Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the contract, and for three years from the date of final payment under the contract, for inspection by MNGWPD, the Concerned Funding Agency, and if the work and services to be performed under this contract is wholly or partially funded with Federal funds, the Comptroller General of the United States, or any other party as may be directed by MNGWPD. Notwithstanding this Section 10 or any other provisions of this contract and pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et.seq, all records received or maintained by Consultant or any other private entity in the performance of work and services under this contract shall be subject to disclosure to the same extent that such records would be subject to disclosure if received or maintained by MNGWPD or any other agency, public agency, or public office. Consultant shall not be required to disclose proprietary tools, formulas, cost models, or other confidential or trade secret materials except as required by law, and shall be entitled to assert exemptions permitted under applicable law, including O.C.G.A. § 50-18-72. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
- 11. <u>Compliance with Requirements of the Concerned Funding Agency</u>. The Consultant shall be bound by the applicable terms and conditions of the Grant Contract between MNGWPD and the Concerned Funding Agency, which said Grant Contract is on file in the offices of MNGWPD and is hereby made a part of this Agreement as fully as if the same were attached hereto.
- 12. <u>Data to be Furnished Consultant</u>. All information, data, reports, records and maps which are existing, readily available and reasonably necessary, as determined by MNGWPD's CEO or his authorized agent, for the performance by the Consultant of the work and services required by this contract shall be furnished to the Consultant without charge by MNGWPD. MNGWPD, its agents and employees, shall fully cooperate with the Consultant in the performance of the Consultant's duties under this contract.
- 13. <u>Rights in Documents Materials and Data Produced</u>. Except for the pre-existing intellectual property rights, Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations and other data ("Instrument of Service") prepared by or for it

under the terms of this contract shall be delivered to, become and remain the property of MNGWPD upon termination or completion of the work, upon payment of applicable fees in full. MNGWPD shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this contract. However, any other use or reuse of such Instrument of Service by MNGWPD will be at MNGWPD's or any user's sole risk. Consultant retains all right, title, and interest in and to its pre-existing intellectual property, proprietary tools, software, methodologies, and know-how developed independently of this Agreement ('Background IP'). MNGWPD shall have a perpetual, non-exclusive, royalty-free license to use the deliverables created under this Agreement solely for its internal use in connection with the Project

For the purposes of this contract, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No materials or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Consultant or its subcontractors. If the work to be performed under this contract is financed wholly or partially by Federal funds, the Consultant acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the Concerned Funding Agency. Information regarding these relevant regulations may be obtained upon written request to MNGWPD's CEO or his authorized agent. If this contract provides for the development of systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems developed under this contract shall be the property of Consultant. However, MNGWPD, and the Concerned Funding Agencies shall retain the right, in perpetuity, to use, and to authorize others within the State of Georgia to use the systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems without restriction or limitation and without compensation to the Consultant other than that provided for in this contract. The foregoing notwithstanding, any review or use of the systems analysis products, models, electronic data processing systems, software and related services, the methods, material, logic and systems by third parties or for purposes other than outlined herein shall be at the sole risk of such party and without fault or liability to Consultant.

- 14. <u>Identification of Documents</u>. Unless otherwise provided in Attachment "A", all reports, maps and other documents completed as a part of this contract shall bear on the title page of such report, map or document, the following legend: "Prepared by (insert name of Consultant) under Contract with the Metropolitan North Georgia Water Planning District. The preparation of this (insert either report, map or document, as appropriate) was financed in part by funds provided by (insert name of the Concerned Funding Agency and an identification of the grant program)." The date (month and year) in which the document was prepared shall also be shown.
- 15. <u>Publication and Publicity</u>. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented publicly or published without prior approval of MNGWPD's CEO or his authorized agent. All such reports, information, data, etc., shall be kept confidential by the Consultant and shall not be made available to any individual or organization by the Consultant, until MNGWPD's CEO or his authorized agent authorizes the release of same in writing. All articles, paper, bulletins, reports or other material reporting plans, progress, analysis or results and findings of the work conducted under this contract are subject to Georgia's Open Records

Act, O.C.G.A. § 50-18-70 et. seq. Consultant shall notify MNGWPD, within twelve (12) hours of the receipt of any and all requests to review any such articles, paper, bulletins, reports or other material.

- 16. <u>Interest of Consultant</u>. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor their agents, employees or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed by the Consultant as an agent, subcontractor or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph 16, the Consultant shall request in writing the advice of MNGWPD's CEO or his authorized agent, and if MNGWPD's CEO or his authorized agent shall notify the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.
- 17. <u>Interest of Member of MNGWPD and Others</u>. No officer, member or employee of MNGWPD, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested; nor shall any such officer, member or employee of MNGWPD, or public official of any local government affected by the Project, have any interest, direct or indirect, in this contract or the proceeds arising therefrom.
- 18. Official Not to Benefit. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government shall be admitted to any share or part of this contract or to any benefit to arise herefrom.

19. Nondiscrimination.

(A) The Consultant will not discriminate against any qualified employee, applicant for employment or subcontractor because of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. If the Consultant has fifty or more employees and if the total compensation and reimbursement to be paid to the Consultant as specified in paragraph 3 of this contract is Fifty Thousand Dollars (\$50,000) or more, the Consultant certifies that: (1) It has developed a written Affirmative Action Program (AAP) which includes: (a) an analysis of the

Consultant's work force showing by job category the extent to which minorities and females are being underutilized, and (b) where minorities and females are being underutilized, realistic goals and timetables in each job category for correcting the underutilization; and (2) It presently has such a plan in effect and such plan will remain in effect at least until the Project completion date specified in paragraph 2 of the contract. The Consultant agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Consultant, state that all qualified applications will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to subcontracts for less than \$10,000.00.

- (B) The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of employees and applicants for employment as MNGWPD or the Concerned Funding Agency may require.
- (C) The Consultant agrees to comply with such rules, regulations or guidelines as MNGWPD or the Concerned Funding Agency may issue to implement the requirements of this paragraph 19.
- 20. <u>Changes</u>. MNGWPD may require changes in the work and services that the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between MNGWPD and the Consultant, shall be incorporated in written amendments to this contract.
- 21. <u>Assignability</u>. The Consultant shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of MNGWPD's CEO or his authorized agent.
- 22. <u>Indemnification</u>. The Consultant shall hold harmless and indemnify MNGWPD, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused to the proportionate extent by the negligent performance of services under this agreement by the consultant or any person employed by the consultant. Consultant's liability to MNGWPD for all the aforesaid matters is limited to proceeds recovered from insurance and within the coverage limits specified in article 23 below. Consultant shall not indemnify for losses arising from the acts or omissions of MNGWPD or third parties
- 23. <u>Insurance</u>. The Consultant will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall include Worker's Compensation, General Liability, Property Damage, and Valuable Papers coverage. The insurance limits will be \$100,000 per occurrence or claim, with

\$500,000 in the aggregate where appropriate. Consultant shall maintain insurance consistent with its corporate insurance program, which meets or exceeds the stated minimums.

- Termination of the Contract for Cause. If the Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this contract, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this contract, MNGWPD shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. Upon receipt of written notice of termination, Consultant shall have ten (10) business days to cure the deficiency. If such deficiency is not cured, all finished or unfinished documents and other materials collected or produced under this contract (as more fully described in paragraph 13 hereof) shall, at the option of MNGWPD, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work performed on such documents or materials. Notwithstanding the foregoing, the Consultant shall not be relieved of liability to MNGWPD for damages sustained by MNGWPD by virtue of any breach of this contract by the Consultant, and MNGWPD may withhold any payment to the Consultant for the purpose of set-off for damages caused by the Consultant's breach, until such time as the exact amount of damages to MNGWPD from the Consultant is determined.
- Termination for Convenience. MNGWPD may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials produced or collected under this contract (as more fully described in paragraph 13 above) shall, at the option of MNGWPD, become its property. If this contract is terminated by MNGWPD as provided in this paragraph 26, the Consultant will be paid either (a) an amount which bears the same ratio to the total compensation to be paid to the Consultant under this contract as the services actually performed prior to the termination of this contract bear to the total services to be performed by the Consultant under this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed by the effective date of such termination, the Consultant shall be reimbursed (in addition to the foregoing payment) for that portion of the actual out of pocket expenses, plus subcontract/purchase order termination expenses due to an unaffiliated company, if any (not otherwise reimbursed under this contract) incurred by the Consultant during the contract period, which are directly attributable to the uncompleted portion of the services covered by this contract; or if payment under this contract is on a cost reimbursement basis, (b) the actual expenses incurred by the Consultant prior to the effective date of such termination, as authorized in Attachment "B", plus any profit shown in Attachment "B". Provided, however, if this contract is terminated due to the fault of the Consultant, the provisions of paragraph 24 hereof shall prevail.
- 26. <u>Designation of Authorized Agent:</u> Under an existing agreement between the MNGWPD and the Atlanta Regional Commission (ARC) certain administrative, financial and technical staff support functions are performed by ARC for the MNGWPD. The following terms apply to this contract:

- a. ARC shall administer this contract on behalf of the MNGWPD, including but not limited to approval and acceptance of work or services, approval of subcontracts, and authorization of payment.
- b. ARC's Manager of its Natural Resources Division is designated as the Authorized Agent for such administration.
- 27. <u>Immigration Compliance</u>: The Consultant agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

The Consultant further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Consultant shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- 28. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.
- 29. <u>Applicable Law</u>. This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the Consultant and MNGWPD have executed this Agreement as of the day first above written.

ATTEST:	JACOBS ENGINEERING GROUP INC.	
	By:	
	Title:	
	EIN:	
	METROPOLITAN NORTH GEORGIA WATER PLANNING DISTRICT	
ATTEST:		
	By:	
Secretary - Treasurer	Chairperson & CEO	

ATTACHMENT A

SCOPE OF WORK (November 14, 2025)

UPDATE OF THE WATER RESOURCES MANAGEMENT PLAN

General

The work to be accomplished by the consultant is in support of the following work program components:

Cost Center	503 DPL	Water District Support
	603 DPL	Water District Support
	703 DPL	Water District Support
	803 DPL	Water District Support

Overview

The purpose of this scope of work is to develop an update to the Water Resource Management Plan ("the plan") for the Metropolitan North Georgia Water Planning District ("the District") as required under O.C.G.A. §12-5-570 et seq. The District is the entity responsible for watershed and stormwater management, wastewater management, and water supply and conservation management planning within the 15-county metropolitan area which includes Bartow, Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Hall, Henry, Paulding, and Rockdale Counties. The District is governed by a 26-member Governing Board made of 16 elected officials and 10 citizen members appointed by the Governor, Lieutenant Governor, and Speaker of the House. The District also includes six Basin Advisory Councils (BACs) to provide a forum for stakeholder input and a Technical Coordination Committee (TCC) made up of staff from local governments across the region.

The District last updated and adopted the plan in 2022. The primary objectives of the 2028 plan update are listed below:

- 1) Using the 2022 plan as a foundation, build on or modify sections that need updating while addressing new requirements as described in this scope of work.
- 2) Update the plan consistent with Georgia Environmental Protection Division (EPD) guidance, District Governing Board, TCC and BACs guidance and the scope of work detailed below.
- 3) Advance the District's on-going approach to integrated water planning.
- 4) Update the plan with the most current data and information covering a wide range of areas including water resource management issues, plant capacities, demand projections, etc.

The plan update will be prepared with involvement of local governments, state agencies, the District's TCC and BACs, other regional water planning councils and other interested stakeholders. The plan update will also build upon and be coordinated with existing planning and regulatory activities.

2028 Water Resources Management Plan Update Scope of Work

The consultant will be responsible for preparation of the updated data, reports and materials, at the direction of the District Manager, to support the development of the plan update. The plan is scheduled to be adopted by the District's Governing Board in June 2028 compliant with the State Water Plan, state water rules, and laws.

The following tasks include required activities needed to develop the 2028 Water Resource Management Plan update as well as studies and research that will inform the plan development.

Task 1 - Meetings / Stakeholder and Public Involvement

The consultant should attend up to 25 stakeholder meetings (not including meetings described in other tasks) as directed by the District Manager. All meetings will take place within the 15-county District region. The consultant will also attend periodic project coordination meetings with District staff. The consultant will NOT be expected to attend routine stakeholder meetings of the District Board, TCC, and BACs.

The District Manager will coordinate meeting announcements, meeting agenda, location and logistics, as well as meeting summaries and press releases, as needed. The consultant will periodically and upon request provide PowerPoint presentations to the District Manager that summarize work in progress and discussion items to solicit feedback on consultant deliverables from stakeholders.

Deliverables

• PowerPoint presentations summarizing work in progress that also provide opportunities for stakeholders to provide feedback and discussion on upcoming tasks and any new Action Items.

Assumptions

- The District manager will coordinate meeting announcements, agendas, location, and logistics, as well as meeting summaries and press releases, as needed
- Up to two consultant staff will attend the meetings.

Task 2 - Water Resources Management Plan Digital Documents Update and Distribution of Materials

The consultant will update the existing digital version of the 2022 Water Resources Management Plan, including appendices, and be responsible for final formatting and digital production. The consultant should include the same functionality using hyperlinks and bookmarks as the existing PDF file structure found here: https://northgeorgiawater.org/plans-manuals/.

The consultant will be provided text from District staff and will not be responsible for generating new/updated text, charts, or tables except where specifically indicated in the tasks below. District staff will update, and the consultant will review, the Acronyms and Definitions sections for the Plan. All consultant work products shall use and be consistent with the Acronyms and Definitions section. The consultant will provide a technical reviewer to ensure the Plan reads in a single voice, provides technical detail in language accessible to the public, uses defined terms correctly and consistently,

2028 Water Resources Management Plan Update Scope of Work

and contains no errors.

All interim reports, milestone materials, drafts and final plans will be delivered to the District Manager and Director in a modifiable digital format to allow printing and posting on the District website and/or distribution via email. The District will print and publish drafts and final plans as needed.

Upon completion of the final Plan, the consultant will update the District Audit spreadsheet that is used by GA EPD to conduct audits of local jurisdiction implementation of Plan Action Items. The consultant may utilize the current version of the audit spreadsheet as a basis for the updated version or create a new one with similar or improved functionality.

The consultant shall produce and submit the final project deliverable in the following formats:

1. Microsoft Word Document (.docx)

A fully formatted, editable version of the deliverable that includes all textual content, tables, figures, and appendices.

2. Adobe Portable Document Format (.pdf)

A finalized, non-editable version of the deliverable that retains original formatting for formal distribution and archival purposes.

3. Al-Compatible Text Format

An additional version of the deliverable shall be provided in a structure optimized for artificial intelligence system ingestion (e.g., OpenAI, language models, and similar platforms).

4. Microsoft Excel Document (.xlsx)

An updated and finalized version of the District Audit spreadsheet that, at minimum, has the functionality of the current District Audit spreadsheet.

5. Accessibility Compliance

All completed documents must adhere to federal WCAG 2.1 AA standards regarding accessibility. More information: https://www.ada.gov/resources/2024-03-08-web-rule/

Deliverables

The deliverables and associated draft plans (five total drafts) will be provided by the Consultant. The review schedule may be refined to help establish an efficient workflow for plan development.

Prepare Preliminary Draft Plan for Committee Review

The consultant will be provided initial draft text markups from District staff and will prepare a Preliminary Draft Plan report for review by the District's TCCs and BACs.

Prepare Draft Plan for Board Review

The consultant will revise the Preliminary Draft Plan and prepare a Draft Plan for review by the District Board.

Prepare Draft Plan for Public Comment

2028 Water Resources Management Plan Update Scope of Work

The consultant will make revisions and modifications requested by the District Board and produce a Draft Plan report for release for public comment.

Final Draft Plan

Following receipt of comments from the public, the consultant will assist District staff in addressing comments and providing a summary of comments and responses. Based upon these responses, the consultant will revise the Draft Plan and prepare a Final Draft Plan report for the District Board's consideration.

Final Plan

Following receipt of any changes made by the District Board, the consultant will prepare a Final Plan report for publication.

Assumptions

- The District Manager will be responsible for consolidating internal comments on each draft of the document
- Final posting on the web site and distribution of the draft documents will be coordinated by the District staff
- The District will be responsible for printing any hard copies

Task 3 - Regional Water and Wastewater Demand Projections

The consultant will undergo a comprehensive update of historical and projected water demands and wastewater flow forecasts for each of the District's 15 counties similar to the effort completed for the 2017 Plan (see Methodology for the 2017 Plan Section 4 Future Conditions).

Establish Baseline: The consultant will prepare an updated water demand and wastewater flow baseline. The baseline will incorporate the most recent available data on population, withdrawals, and discharges. The baseline will include a high-level accounting starting with water withdrawals, following each major step through the water and wastewater systems (e.g. usage at water plants, imports and exports, non-revenue water, inflow and infiltration), usage by major customer classes, and ending with the relative amounts that are consumptively used and those amounts returned to surface waters of each major basin. The consultant should use as a starting point population data from the US Census Bureau, data collected by EPD through its permitting programs, data submitted by local water providers in their AWWA water loss audit results, and data from the Water Research Foundation's Residential End Uses of Water, Version 3 (Anticipated in 2025 - Project #5242). Additionally, the consultant will contact each utility in the District to obtain water withdrawal and production data and individual meter data for the period since the last Plan update and through December 2024 (as possible). The consultant will update existing spreadsheets with the obtained meter data to be consistent with the prior plan update. Utility contacts and existing data spreadsheets will be provided by the District.

The consultant will update and add to (if necessary) the Tables and Figures in Sections 3.2, 3.3, and 3.4 on existing conditions. District staff will provide the first draft of any text changes to Sections 3.2, 3.3, and 3.4, and the consultant will then review the narrative for technical accuracy.

Water Demand and Wastewater Flow Forecasts: The consultant will update county-specific water demand forecasts in 10-year increments through 2050 which will be used for treatment capacity planning in Appendix B of the Plan. An extended forecast will also be prepared through 2065. Population and employment projection data from three or more independent sources will be provided to the consultant.

The consultant will update and expand these forecasts in the following capacity:

- Update Tables and Figures in <u>Section 4 of the 2022 Plan</u> (Future Conditions) as well as the Tables and Figures found in <u>Section 4.2 of the 2017</u> Plan and include these updates in the 2028 Plan,
- Update the top-down and bottom-up approaches described in Figure 4.1 in the 2017 Plan, which breaks down overall water usage by total consumed/billed, by customer category and by indoor and outdoor use,
- Present final water demand forecasts consistent with Section 4.2.2 and Table 4-7 from the 2017 Plan, and
- Perform and incorporate a regional uncertainty analysis on forecasts, including factors like changes in commercial and industrial mix and variations in rainfall and temperature.

The consultant will present the draft baselines and forecasts to each of the 15 counties (two for Fulton County) including all water providers within the county for a minimum of 16 individual meetings. The consultant will also present the draft results to Georgia EPD staff, the Governing Board, and TCC and at least two additional presentations to be determined. The meetings associated with this task are not included in the stakeholder meetings referenced in prior tasks. The baselines and forecasts may, if necessary, be refined, based on comments provided by meeting participants, prior to publication in the updated plan.

The consultant will prepare county specific wastewater flow forecasts in 10-year increments through 2050 which will be used for treatment capacity planning in Appendix B of the Plan. An extended forecast will be prepared through 2065 but given the greater uncertainty inherent in any extended forecast, it will not be used for Appendix B of the Plan. In the development of the wastewater flow forecasts, the consultant will use the indoor water use component of the water demand forecasts consistent with the 2022 Plan but refined for current industry practices. In particular, the consultant will evaluate septic system assumptions used during the 2022 plan update to determine if any new utility-specific information needs to be updated. The consultant will update and expand the District-wide and county-specific wastewater forecasts, including Tables 4-8, 4-9, and 4-10 from the 2017 Plan.

The consultant and District staff will provide the results of this task to Georgia EPD for incorporation into the Georgia EPD Surface Water Availability Resource Assessment. Results of the Georgia EPD assessment will inform planning strategies for the 2028 plan update.

In addition to the County-level summaries, the consultant will summarize water demand and wastewater flow forecasts by major river basin boundaries within the District area, including the

Etowah, Coosawattee, Upper Flint, Upper Tallapoosa, Upper Chattahoochee, Upper Oconee, Upper Ocmulgee, Middle Chattahoochee, and the Oostanaula basins.

A cloud-based data lake will be developed to centralize and manage the Metropolitan North Georgia Water Planning District's historical and future water resource data to support forecasting, planning, and reporting. The solution will be built using Microsoft Azure services within the Jacobs' Azure subscription and leverage Jacobs' Alluvial platform for Power BI data visualization and stakeholder access.

The data lake will consolidate diverse datasets—including water supply and demand, wastewater flows and biosolids, stormwater forecasts, infrastructure inventories, geospatial data, and open-source data—into a single, secure, and scalable SQL environment. Azure Data Factory will automate data ingestion and validation from multiple sources, ensuring consistency, transparency, and traceability of data over time.

Power BI dashboards and analytic tools will provide access to summary statistics, time-series analysis, and spatial visualizations for planners and stakeholders. The dashboard will also allow users to dynamically control parameters for scenario evaluation. The system architecture will connect a data entry template through automated ingestion pipelines to an Azure SQL database, with outputs integrated into Alluvial/Power BI for interactive analytics.

This data lake will serve as the foundation for ongoing District initiatives, including future forecasting tasks, stormwater modeling, and infrastructure management, providing a maintainable, extensible platform for future integrations.

Deliverables

- Draft data collection tools (e.g. web portals, digital surveys, etc.)
- Water and wastewater demand forecast spreadsheets, consistent with Section 4.2.2 and Table
 4-7 from the 2017 Plan
- Updated Tables and Figures in <u>Section 4 of the 2022 Plan</u> (Future Conditions) as well as the Tables and Figures found in <u>Section 4.2 of the 2017</u> Plan
- Presentations of draft baselines and forecasts to each of the 15 counties (two for Fulton County), the Georgia EPD, the District Governing Board, the TCC, and other stakeholder groups
- Demand and forecast data in a format that is compatible with EPD's Surface Water Availability Resource Assessment
- Demand and forecast summary information for each of the major river basins identified above compatible with Georgia EPD's BEAM model
- A summary of the methodology and results of a regional uncertainty analysis on forecasts that can be incorporated into the 2028 plan.
- Azure SQL Database: Centralized repository for tabular and geospatial datasets housed within the consultant's Azure environment.
- Azure Data Factory Pipeline: Automated ingestion, validation, and transformation workflows for incoming datasets from Excel, GIS, and open sources.
- Data Model and Schema Documentation: Comprehensive metadata and schema reference detailing data domains, relationships, and field definitions.

- Power BI / Alluvial Dashboard Interface: Interactive visualization and analytics environment for District staff, featuring time-series plots, summary statistics, geospatial mapping, and dynamic parameter evaluation.
- User Access and Training Materials: Guidance for District personnel on managing, maintaining, and expanding the data lake.
- System Deployment and Configuration Documentation: Architecture, connection protocols, and process documentation to support access, ongoing maintenance, and scalability.

Assumptions

- Data collection will be performed by the consultant but coordinated with District staff
- Population and employment projection data from three or more independent sources will be provided to the consultant.
- Up to 2 consultant staff will attend the 16 individual review meetings with water providers.
- The consultant's Microsoft Azure subscription will be used to host all data lake components, including the SQL database and associated Azure Data Factory pipelines.
- Administrator permissions will be provided for District data management staff to enable read, write, edit rights to the Azure SQL Database.
- Existing datasets (e.g., water supply, wastewater, stormwater, infrastructure, geospatial) will be made available in compatible formats such as CSV, Excel, or shapefile.
- Jacobs will develop automated data ingestion workflows for standardized formats
- Data validation and QA/QC logic will be designed collaboratively with District staff to ensure consistency across reporting and analysis functions.
- The Alluvial/Power BI dashboard will be hosted within the same secure environment, leveraging live connections to the SQL database.
- Training and documentation will be provided to District personnel for database maintenance, dashboard updates, and minor pipeline modifications.
- No third-party data storage or external APIs will be used unless approved in writing by the District.
- The project will follow the District's cybersecurity and compliance requirements, including data retention, user authentication, and backup standards.
- Routine maintenance, monitoring, and long-term support will transition to the District following system handoff.

Task 4 - Planned Water Supply Sources, Drinking Water Treatment Facilities, and Wastewater Treatment Facilities for the Target Year

The consultant will review and refine the county level summaries of drinking water treatment facilities in Appendix B of the 2022 Plan by soliciting input from local water providers. Brief descriptions of new projects not currently included in Appendix B of the 2022 Plan and substantive modifications to existing projects will be provided for Board review. As appropriate, changes to Appendix B of the Plan should increase the level of specificity for existing, modified, and new projects.

For wastewater facilities, the consultant will use the wastewater flows developed in Task 3 and discuss with local wastewater utilities which plants may be new, expanded, or decommissioned. The consultant will use this information to update the summary of future facilities in Appendix B of the Plan.

The draft results of this task will be provided to the District and will be reviewed by Georgia EPD, local water and wastewater providers, and the District Governing Board for comments and revision, if necessary, prior to publication in the Plan. The consultant will develop a standard template to memorialize the basis of changes made to individual facilities to include the change, who provided the feedback, the rationale for the change, and other pertinent information.

Deliverables

- Draft and final PowerPoint presentation and updated tables will be prepared to document the
 updated list of planned facilities including the updated Appendix B tables and notes on specific
 facilities. Based on comments, the draft will be revised for review by the TCC and BACs (if
 necessary). Feedback will be incorporated into the Plan by the consultant.
- Draft and final template for documenting changes to individual utility facilities in Appendix B
- Appendix B modifications write-up for District Board review

Assumptions

None

Task 5 - Biosolids and Residuals Production Projections

The consultant will gather recent biosolids and residuals production data and utilize the updated wastewater and water demand forecasts to generate the biosolids and residuals production forecast presented in Tables 4-3 and 4-6 of the 2022 plan.

The consultant should compile all information on the prevailing biosolids and residual disposal methods applied in each jurisdiction to be included in the data gathering exercise.

Deliverables

- Draft and final projection methodology
- Draft and final PowerPoint presentation and new county level tables
- Wastewater treatment biosolids and water treatment residuals demand forecast spreadsheets

Assumptions

• Data collection will be coordinated with District staff.

Task 6 - District Stormwater Forecast Update

The consultant will update the 2022 <u>Stormwater Forecast</u> and provide estimates of total potential runoff management volume for four different development scenarios: predevelopment, current, and no more than two future conditions (dates TBD) for three post-construction stormwater performance standards from the Georgia Stormwater Management Manual Volume 2 (Water Quality, Channel Protection, and Overbank Flood Protection). For the update, the consultant will at minimum use latest National Land

Cover Database and Digital Elevation Model data from USGS for Stormwater Forecast input data. The consultant should also investigate opportunities to integrate updated data resources for key Forecast inputs, including NOAA Atlas 15 rainfall depth for Existing and Future Precipitation and the Atlanta Regional Commission's Production Exchange Consumption Allocation System (PECAS) model or other newly available datasets for Future Urbanization.

This is the first update of the Stormwater Forecast. Therefore, the consultant should evaluate the value in keeping elements of the 2022 Stormwater Forecast accessible for comparison with the 2028 Stormwater Forecast. For example, if there is a reason to compare the 2022 Current Condition with the 2028 Current Condition, the consultant should share that recommendation with District staff and propose how to incorporate it. The consultant may also propose other improvements to the Stormwater Forecast. Improvements could relate to functionality or additional data about population growth, future land use patterns (including new development and redevelopment), impervious cover, mix of grey and green stormwater infrastructure, mix of municipally owned and privately owned stormwater infrastructure, and meteorological trends. District staff will make the final decision on which proposed improvements should be incorporated into the 2028 Stormwater Forecast.

Deliverables

- Technical Memorandum(s) to document:
 - Concepts, reference materials, and other background documentation for 2028 stormwater forecast
 - o Draft language to update Sections 3.5 and 4.5 of the 2022 plan
 - Updates to the functionality of the ArcPy Script Tool and Geoprocessing Package that will support District staff updates of the Stormwater Forecast User Guide
- Presentation of draft Stormwater Projections and recommended actions to TCC members
- 2028 Stormwater Forecast

These deliverables will be incorporated into the District's Digital River Basin Profiles and shared as sections within the 2028 plan.

The consultant shall produce and submit these deliverables in the following formats:

1. Esri ArcGIS Feature Class and Excel Spreadsheet:

The 2022 Stormwater Forecast was provided to District staff as a GIS Feature Class and Excel Spreadsheet. The 2028 update will use the same methodologies to produce the updated Feature Class and Excel Spreadsheet. The GIS Feature Class should be delivered to District staff in a format ready for direct publishing to ArcGIS Online. The consultant should define a comprehensive schema, using coded value domains where necessary. The consultant will ensure attribute field names are meaningful, do not start with a number, and contain only letters, numbers, and underscores up to 30 characters. Attribute field labels (alias) for feature classes will be human readable and any necessary length to readily understand field definitions. Metadata will be prepared directly in the feature class and include a Title, Tags, Summary, and Description. The consultant will create a spreadsheet for attribute field definitions included in the Stormwater Forecast Feature Class.

2. ArcPy Script Tool and Geoprocessing Package

The 2022 Stormwater Forecast included an ArcPy Script Tool and Geoprocessing Package that

automated processes for calculating volumes within an area of interest. The 2028 update will adapt this script and geoprocessing package to utilize the most current tools and functionalities within ArcGIS Pro. A Technical Memorandum containing information on what updates were made shall be provided to support District staff updating the Stormwater Forecast User Guide.

3. Microsoft Word Document: The Technical Memorandum (s) will be submitted in Word format.

Assumptions

- The consultant will download the current version of the <u>Stormwater Forecast Geoprocessing Package</u> from the ARC Open Data Hub. This file contains the Stormwater Forecast Script tool, a geodatabase with the necessary feature classes to run the script, and the Stormwater Forecast User Guide.
- All ArcGIS work will be completed using the consultant's Esri license and will be transferred to the District upon completion.

Task 7 - Aging Infrastructure Forecast

The District seeks to address the long-term management issue of aging buried water, sewer, and stormwater infrastructure. The Metro District believes that it is important to address this issue to protect water supplies, enhance quality of life, and to bolster economic competitiveness, and protect natural resources. Through this initiative, the District aims to complete the following four objectives:

- 1) Use available data to describe the extent, relative age and condition of buried infrastructure by county, city, and/or utility,
- 2) Estimate the costs of repairs and replacement, including costs associated with inaction
- 3) Promote best practices related to planning, financing, and completing repair and replacement of aging buried infrastructure, and
- 4) Raise awareness of the issue among water professionals and leadership throughout the 15-county area.

The consultant will develop an inventory of aging buried infrastructure in the region, utilizing information from a variety of sources including Georgia AWWA Water Loss Audits, Annual Comprehensive Financial Reports, utility capital improvement plans, permit data, and existing District datasets such as the new regional stormwater management infrastructure map data (under development). The consultant may also conduct surveys and apply other methods as needed to collect information. All data sources must be documented and referenced appropriately in the Plan. The inventory will include the following types of information:

- Infrastructure "owners" a comprehensive list of all local governments and water, sewer, and stormwater utilities and authorities in the region. The District recognizes that water and sewer utilities are typically distinct operations (i.e., local government enterprise funds or authorities), while stormwater operations may fall under the public works or general operations of local governments.
- Extent of infrastructure inventory of miles of water, sewer, and stormwater pipe and other buried infrastructure features by owner
 - This element might also include associated data points such as number and type of customers, customer connections, etc.

- Age and condition of infrastructure to the extent possible, the inventory should include available data or professional estimates of infrastructure age and condition.
 - This data might include tracking relevant condition metrics, such as leaks, spills, repairs per mile or frequency of relevant events.
 - Age and condition information should reference infrastructure materials (e.g. PVC, iron, HDPE, etc.) used for construction. Replacement rate estimates should account for differences in construction materials.
- Location of infrastructure to the extent practical, the inventory could include general information about infrastructure location and/or adjacent land use types.

The inventory should be as detailed as possible using publicly available utility-specific and/or local government-specific data. All infrastructure data should be correlated with owner information and referenced to geographic boundaries, including municipal area, county, and region. The District does not anticipate the inventory to be at the resolution of utility asset management systems, or utility asset GIS maps.

The consultant will utilize the inventory and a detailed literature review to develop recommendations for replacement strategies (e.g., replace all water pipe that is 70-years or older) and replacement rates (or a range of replacement rates) for water, sewer, and stormwater pipe. This information, in turn, will be used by the consultant to develop 50-year forecasts for capital funding needs. These forecasts will rely on estimates of infrastructure replacement requirements based on the extent of infrastructure, the age and/or condition of the infrastructure, an assumed replacement rate or strategy, and on estimated project costs. Project cost estimates should be based on review of industry literature, case studies, and any readily available project data (e.g., local capital improvement plans, or CIPs).

The consultant will also develop cost estimates associated with inaction related to aging buried infrastructure. This analysis should include analysis and supporting research, with appropriate citations, related to at least:

- Frequency and duration of infrastructure failure events (service disruptions, water pipe breaks, sewer pipe breaks, backups, sewer spills, sinkholes, stormwater system failures and pluvial flooding), both generally and within the District boundaries as available
- Direct and indirect utility costs to repair different types of infrastructure failures

Indirect costs include, for example: business losses and costs associated with service disruption, economic development costs associated with service disruptions / low customer satisfaction, ecological and loss-of-recreation costs associated with sewer spills or flooding. The estimates of indirect costs associated with aging infrastructure may be qualitative (i.e. descriptive) in nature, relying on published case studies, and the consultant is not expected to undergo formal economic analyses to generate these estimates. Instead, the intent is to provide the information needed to raise awareness of the potential magnitude of the costs and scope of impacts related to service disruptions, sewer spills, etc. caused by aging infrastructure.

Lastly, the consultant will develop a detailed inventory of best practices to guide District utilities and local governments in planning, financing, and executing infrastructure repair and replacement. This inventory should build upon prior District plans and provide recommendations for refinement to existing Action Items in Section 5 of the 2028 Plan. The inventory should include best practices in the following

areas: asset management, rates & accounting, capital improvement plans (CIP), financing strategies, and customer outreach & education.

Deliverables

- An inventory of aging buried infrastructure in the region incorporating the elements defined above in spreadsheet or database format with appropriate metadata and other annotations of (e.g.) data sources, assumptions, uncertainty estimates, etc.
- For each county, recommendations for replacement strategies (e.g., replace all water pipe that
 is 70-years or older) and replacement rates (or a range of replacement rates) for water, sewer,
 and stormwater pipe. This information, in turn, will be used by the consultant to develop 50year forecasts for capital funding needs.
- For each county, cost estimates associated with inaction related to aging buried infrastructure.
- The inventories, replacement strategies and cost estimates should be summarized by county for reporting purposes in the 2028 Plan.
- The consultant's work will be integrated into the District's 2028 Plan and will include a detailed report and analysis on each of the tasks referenced above. The final work will serve as a credible, data-driven call to action for regional leaders and water professionals, emphasizing the commonality of this challenge and the critical importance of a proactive, sustainable approach.

Assumptions

Attempts to collect information from water systems will be made, but not all asset data may be
available or collected; assumptions will be made using professional judgement and under
advisement with the District. Utilities will provide existing asset data (GIS, CMMS, PACP) and
maintenance records. Renewal and 50-year replacement forecasts will use industry-standard
lifecycle models and Jacobs' Argon platform, based on available inventory data. Capital funding
and Cost of Inaction (COI) estimates will be planning level.

Task 8 - Private Stormwater Systems Guidebook

The consultant will create a Georgia Stormwater Management Guidebook for Residents and Small Businesses (Guidebook) that will be a resource for residents and small businesses to properly address private stormwater infrastructure, stream bank erosion, and flooding problems. The Guidebook should be visually appealing and share concepts from the Georgia Stormwater Management Manual in a simplified, less technical way. This document will provide troubleshooting frameworks, diagnostic tools, and simple engineering solutions for common challenges with private stormwater infrastructure, stream bank erosion, and flooding. The Guidebook should include resources for an individual to:

- (1) understand fundamental principles of stormwater runoff and management systems,
- (2) identify common stormwater infrastructure components, standards and infrastructure,
- (3) understand the relationship between municipally owned and private infrastructure,
- (4) diagnose localized issues of erosion, drainage, or minor flooding,
- (5) apply troubleshooting approaches and straightforward engineering solutions for common problems, and
- (6) identify appropriate paths to resolve stormwater issues: routine maintenance, hiring a local contractor, or coordinating with local government).

This document should provide a bridge between the knowledge of stormwater professionals, engineers, and local government employees and their residents/ small businesses. The consultant will work with

District staff to finalize the topics in the Table of Contents prior to building the content and visuals for the document. The final Guidebook will be shared digitally through the District website and with local jurisdictions, so that they will be able to provide it directly to residents and small businesses experiencing these challenges.

Deliverables

- One "Georgia Stormwater Management Guidebook for Residents and Small Businesses" document in the following formats:
 - Microsoft Word Document (.docx)
 A fully formatted, editable version of the deliverable that includes all textual content, tables, figures, and appendices.
 - 2. Adobe Portable Document Format (.pdf)
 A finalized, non-editable version of the deliverable that retains original formatting for formal distribution and archival purposes.

Assumptions

A kickoff meeting will be held to identify objectives and critical success factors.

Task 9 - River Basin Profile Updates

The consultant will review and modify the functionality of the existing ArcGIS Online StoryMap Collection for the River Basin Profiles to streamline the process for updating static charts (e.g., Land Cover Pie Chart) and other data. Streamlining the process will ensure that information can be refreshed more efficiently by District staff. The consultant will propose and implement solutions that reduce the manual effort required for updates, improve the flow of information for the user, and integrate new data sources where feasible.

Deliverables

- 1. **Esri ArcGIS Online StoryMap Collection:** District staff will provide the consultant access to an editable copy of the existing River Basin Profile StoryMap Collection through an ArcGIS Online group. All modifications will be made directly within this collaborative space. The consultant will review each Profile in the collection to identify opportunities to replace static charts, images, and datasets with dynamic, data-driven content where feasible. This can include linking directly to live data sources (e.g., hosted feature layers, dashboards, or services) to automate chart updates, applying consistent formatting to revised data visualizations, and simplifying workflows for District staff to update and republish information in the future. The consultant will ensure all updates function correctly within ArcGIS Online, maintain accessibility and visual integrity, and improve the overall usability of the River Basin Profiles.
- 2. **Microsoft Word Document:** The Technical Memorandum will be submitted in Word format. This deliverable will summarize all modifications made to the StoryMap Collection, provide a concise process guide outlining steps for District staff to make future updates (including instructions for editing charts, refreshing data connections, and maintaining dynamic content), include links and references to any new

or updated data sources integrated into the StoryMap, and document any recommendations for future enhancements.

Assumptions

- The consultant will use their own Esri license and member account to access an ArcGIS Online group provided by District staff, where they will edit a copy of the designated StoryMap Collection.
- The consultant will conduct and meeting with District staff to discuss components of the river basin profiles, prior to making updates.

Task 10 - Task Order(s)

Benefit-Cost Analyses

As directed by the District Manager through one or more task orders, the consultant will perform a benefit-cost analysis of new and/or expanded Action Items in the 2028 Plan update. Potential new and/or expanded Action Items will be identified during the 2028 Plan update stakeholder process. When requested by the District Manager, the consultant will provide a fee estimate for each benefit-cost analysis. Upon approval, the District Manager will execute a written task order to the consultant authorizing work to begin. The benefit-cost analysis should follow the approved Benefit-Cost Framework for the 2022 Plan Update provided in Appendix B of this RFP.

Water Efficiency, Wastewater, Watershed/Stormwater, and Public Education Action Items Support

The District desires to maintain its status as a national leader in long-term water resources planning, including practices to enhance water use efficiency. Continuing the District's focus on management practices that protect water quality and improve asset management are key to maintaining strength in the District's Plan.

The District also desires to:

- Eliminate Action Items when they are both fully duplicative of federal or state requirements and including them in the Plan provides no meaningful additional benefits, such as improved implementation and enforcement
- Address out of date Action Items by either updating them to match current best practices or eliminating them once they've substantially achieved their intended purposes
- Evaluate using population or other thresholds for local governments Action Items to address smaller local governments, their more limited resources, and their relatively minor impact viewed from a regional scale

The District staff will lead the effort to evaluate existing and potential new water resources and public education and outreach Action Items. District staff will schedule up to four initial meetings (one per subject area) with the selected consultant to discuss water resources and public education Action Items. District staff will then prepare an initial evaluation of existing and potential new Action Items, assign specific work to the consultant to refine the initial evaluation, request specific supporting research,

analysis, and reports from the consultant, and make recommendations to the Governing Board, TCC, and BACs.

Through this process, the District Manager will direct the consultant through one or more task orders. When requested by the District Manager, the consultant will provide a fee estimate for the defined task. Upon approval, the District Manager will execute a written task order to the consultant authorizing work to begin. The consultant will make experienced staff available upon request with expertise in various subject areas including, but not limited to:

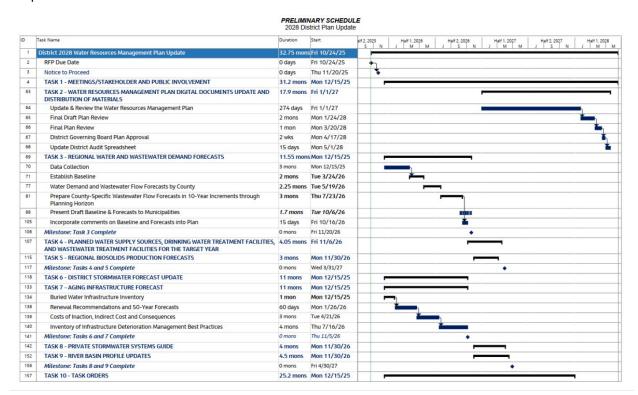
- Conservation rate design best practices, including residential rates, irrigation rates, and rates for other customers classes
- Premise plumbing, efficient plumbing fixtures, appliances, and other end use technologies
- Efficient landscape irrigation system design and operation
- Water waste policies and their implementation
- Water loss and knowledge of AWWA Water Audit process
- Water and wastewater utility master planning
- Water and wastewater asset management
- Wastewater biosolids management
- Wastewater reuse
- Septic management
- Stormwater management practices and design criteria
- Stormwater master planning and condition assessment
- State and/or Federal requirements
- Land use planning measures
- Funding strategies / stormwater utilities
- Public education and outreach best practices

Deliverables

- Draft and final benefit-cost spreadsheet and technical memorandum for each task order
- Other items to be determined based on individual task orders

Assumptions

None



ATTACHMENT B

COMPENSATION AND METHOD OF PAYMENT

- I. <u>Compensation</u>: The total compensation to be paid by the Metro Water District to the Contractor for the Project as described in "Attachment A" is \$860,000 (\$735,000 lump sum plus \$125,000 for task orders approved by the Metro Water District's Project Manager and District Chairman). A breakdown of this compensation is shown in Exhibit B-1, "Contract Budget", which is attached.
- II. <u>Method of Payment:</u> The following method of payment replaces that specified in the main body of the contract.
- A. Progress Payments: The Contractor shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Contractor shall submit to the Metro Water District an invoice for payment documenting work performed during the invoice period. Any work for which payment is requested may be disallowed at the Metro Water District's discretion if not properly documented, as determined by the Metro Water District, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, the Metro Water District will, at the request of the Contractor, make payments to the Contractor as the work progresses but not more often than once a month. Invoices shall be numbered consecutively and submitted each month until the project is completed.

The Contractor's monthly invoices and monthly narrative progress reports are to be submitted to the Manager of the Metro Water District or their authorized agent and must be received by them not later than the 15th day of the following month. The Metro Water District may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by the Metro Water District that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, the Metro Water District shall pay all compensation due to the Contractor, less the total of all previous progress payments made.

The Contractor's final invoice and final narrative progress report must be received by the Metro Water District no later than 15 days after the project completion date specified in Paragraph 2 of the contract. The Metro Water District may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

- III. <u>Completion of Project</u>: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the contractor under this contract exceed \$860,000 and that the contractor expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by the Metro Water District, all of the work and services described in Attachment A.
- IV. Access to Records: The contractor agrees that the Metro Water District, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers

and records of the contractor which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The contractor agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by the Metro Water District or such remedy as the Metro Water District deems appropriate.

EXHIBIT B-1 BUDGET BY TASK

The consultant shall provide the lump-sum cost for each Task totaling the lump sum for the project identified in Exhibit B. The costs for Tasks 1 to 9 will be considered as preliminary and actual costs may vary following contract award so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by the Metro Water District Project Manager. The District has included a budget for Task Orders that will be reserved for execution on an as-needed basis.

Task Item	Budget (\$)
Task 1 - Meetings / Stakeholder and Public Involvement	\$80,000
Task 2 - Water Resource Management Plan Digital Documents Update and Distribution of Materials	\$35,000
Task 3 - Regional Water and Wastewater Demand Forecasts	\$255,000
Task 4 - Planned Water Supply Sources, Drinking Water Treatment Facilities, and Wastewater Treatment Facilities for the Target Year	\$40,000
Task 5 - Biosolids Production Forecasts	\$20,000
Task 6 - Stormwater Forecast Updates	\$75,000
Task 7 - Aging Infrastructure Forecasts	\$80,000
Task 8 - Private Stormwater Systems Guide	\$125,000
Task 9 - River Basin Profile Updates	\$25,000
Task 10 – Task Order(s)	
Cost-Benefit Analyses [Task Order(s) - Total Not to Exceed]	\$25,000
Water Efficiency, Wastewater, Watershed/Stormwater, and Public Education Action Items Support	
[Task Order(s) – Total Not to Exceed]	\$100,000
Total _	\$860,000