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AGENDA  
WORK SESSION  
OF THE PERRY CITY COUNCIL  
May 14, 2018  
5:00 P.M.

1. Call to Order: Mayor James E. Faircloth, Jr., Presiding Officer.
2. Roll:
3. Items of Review/Discussion: Mayor James E. Faircloth, Jr.
  - 3a. Office of the City Manager
    1. Consider adjustment to billing process – Ms. V. Sanders.
    2. Consider examining other possible providers for certain utility services – Mr. L. Gilmour.
  - 3b. Community Development Department
    1. Brief demonstration of ROK MAPS GIS – Mr. B Wood.
  - 3c. FY 2019 Operating Budget
    1. Perry Fire and Emergency Services Department – Chief I. Parker.
    2. Department of Economic Development – Mr. R. Smith.
    3. Department of Community Development – Mr. B. Wood.
    4. Department of Leisure Services – Mr. K. Dye.
4. Council Member Items:
5. Department Head/Staff Items:
6. Adjourn.



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**OFFICE OF THE CITY MANAGER**

**MEMORANDUM**

**TO:** Mayor/Council  
**FROM:** Lee Gilmour, City Manager  
**DATE:** May 9, 2018  
**REFERENCE:** Utility Billing Process Suggestions

Attached is a matrix indicating the current billing process for delinquent utility accounts. It also proposes suggestions to adjust the process. This will be addressed at your May 14, 2018 work session.

**cc:** Mr. R. Smith  
Ms. V. Sanders

## Billing Guidelines

Current billing process consists of 5 cycles per month:

Bill date for cycle 5	1/4/2018 (bill preparation is from 1/2/18--1/4/18)
Service dates	12/01/2017—01/01/2018
Due date	1/22/18 (approximately 15 days after received)
Penalty Date	1/25/18 (2-3 days after due date)
Auto calls	1/25/2018 (3 days after due date)
Disconnect day	1/29/2018 (really 1/30)
Process begins again on the 1 <sup>st</sup> of February	
Extension disconnect day	2/7/2018

Late fees—The Residential Service Application and the back of every statement has our policy of 10% late penalty is added if the bill is not paid by 5:00pm on the due date.

Currently	Proposed
10% penalty added 2 to 3 days after due date	10% penalty added after the drop box is processed the day after the due date

Courtesy calls—These can be made any time after the penalty is applied for the billing cycle

Currently	Proposed
Calls are placed 2 days before the cut day stated on the bill. Robo call states to pay by 5 pm the day before the disconnect day but we give them an extra day and don't cut unless they have not paid by the morning of the day after.	We could change robo calls to coincide with our practice. "You have until 5 pm on disconnect day and services will be disconnected starting the next morning." <i>(after drop box)</i>

Disconnect (Cut) Day

Currently	Proposed
Cuts start the day after the billing statement disconnect day after the drop box is processed—not on a Friday or preceding a holiday	Go by the disconnect day on the statement after the drop box is processed. Adjust disconnect date on billing statements based on day of the week and holidays. Leave the due date the same

Extension Policy

Currently	Proposed
Account holder must apply in person 48 hours prior to the cut day to allow an extra week past cut day for payment.	No change as long as we want to offer extensions
Services are cut the morning after the extension due date although we say if not paid by noon on due date	If there is a failed extension should the customer have to pay the <b>TOTAL</b> balance for reinstatement? Their next bill has already been posted and a cut fee has been added but the next bill may not be due yet.

Westwood

Currently	Proposal
If services are cut, the meter is pulled and the residence no longer has water. Next bill is already in process which includes base charges.	The resident should pay for received services including the cut fee but should not be sent a subsequent bill for base charges after services are discontinued.

Escalating bill scenario:

Bill of 54.23 for dates of service 11/17—12/17 is due 1/5. Late penalty of 5.42 is added 1/8. Disconnect fee of \$46 is added 1/16. Next bill of 71.24 is generated on 1/16 so balance jumps to 176.89. Late fee of 14.91 added 2/7 so account is finalized for no payment in 90 days. Final bill amount of 54.58 is monthly base fees only with no consumption. The customer now owes 246.38 which ends up getting turned over to collections.

The above scenario repeats every cycle when we discover someone has not paid or reinstated after disconnect fee is added. Most move without thinking about it. Some move on intentionally. Should we waive base fees if the entire final bill is base fees and no consumption?

Deceased customer:

When I know customer or spouse is deceased can I have the authority to waive disconnect fee until I have had a reasonable time to try to contact spouse, emergency contact or other relative?



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Cyndi Houser &lt;cyndi.houser@perry-ga.gov&gt;

**4-24-18 ESG Contracted Services**

2 messages

Cyndi Houser &lt;cyndi.houser@perry-ga.gov&gt;

Tue, Apr 24, 2018 at 2:40 PM

To: "James E. Faircloth, Jr." <mayor.faircloth@perry-ga.gov>, Council Member Randall Walker <randall.walker@perry-ga.gov>, Council Member Phyllis Bynum-Grace <phyllis.bynum-grace@perry-ga.gov>, Council Member Riley Hunt <riley.hunt@perry-ga.gov>, Council Member Robert Jones <robert.jones@perry-ga.gov>, "Council Member William R. Jackson" <william.jackson@perry-ga.gov>, Council Member Willie King <willie.king@perry-ga.gov>

Cc: Robert Smith &lt;robert.smith@perry-ga.gov&gt;

From time to time, some or all of you may be contacted by various contractors wishing to provide environmental management services to the City. Currently most of these services are provided by ESG Operations, Inc. The contract started in 2006 and has been expanded over the years.

ESG Operations, Inc. currently provides the below services:

- Meter reading
- Meter installation
- Water treatment
- Wastewater treatment
- Distribution/Collection System Maintenance
- Watershed Monitoring
- Stormwater permit processing for utility sites
- Natural gas system maintenance

The term and termination conditions of the contract are attached. This will be discussed at your April 30, 2018 work session.

*Lee Gilmour**City Manager***City of Perry**

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damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence, willful misconduct or breach of Contract of ESG in the performance of services under this Agreement or other breach by ESG of its promises, covenants or obligations pursuant to this Agreement.

## **7. TERM AND TERMINATION; DEFAULT REMEDIES**

- 7.1 The initial term of this Agreement shall be ten (10) years commencing on July 12, 2006. Thereafter, this Agreement shall be automatically renewed for a successive term of ten (10) years unless canceled by either party no less than one hundred and twenty (120) days prior to the expiration date of the initial term.
- 7.2 Notwithstanding the other terms and conditions set forth herein the Owner maintains the right to terminate this Agreement for the following reasons:
- a) ESG management is not performing satisfactorily, and reasonable efforts are not being made on ESG's behalf to correct the problem. If reasonable efforts have not been initiated by ESG and reported to Owner in writing by ESG within 45 days of ESG's receipt of written notice from the Owner specifying the performance for which the Owner is dissatisfied, Owner may terminate this Agreement by providing 15 days written notice to ESG of termination and the basis thereof.
  - b) Sufficient documentation is provided to ESG not less than 120 days prior to the close of any fiscal year of the Owner, that the Owner will be unable financially due to budgetary constraints to continue the services provided by ESG under the terms of this Agreement in the forthcoming fiscal year of the Owner.
  - c) Upon written notice to ESG of no less than Ninety (90) days prior to the end of a Contract Year, Owner may terminate this agreement for convenience. Should Owner exercise termination for convenience on or before June 30<sup>th</sup>, 2007, Owner shall Pay ESG a lump sum payment of \$20,000 for demobilization and transition costs. This lump sum payment shall be in addition to any other compensation due ESG under the terms of this Agreement as of the effective date of the termination by the Owner. In the event the Owner terminates this Agreement for convenience after June 30<sup>th</sup>, 2007, ESG shall only be entitled to compensation due under the terms of this agreement as of the effective date of termination by the Owner.
- 7.3 Upon notice of termination by Owner, ESG shall assist Owner at a mutually agreeable price for the purpose of assisting the Owner's resumption of the operation of the Project. ESG will provide Owner at the date of termination the quantities of chemicals shown in Appendix H, which is incorporated by reference and made a part hereof. Owner will pay ESG for the Cost of quantities in excess of the quantities shown in Appendix H. If additional Cost is incurred by ESG at request of Owner, Owner shall pay ESG such Cost in accordance with Article 5.2.

## **8. LABOR DISPUTES; FORCE MAJEURE**

- 8.1 In the event activities by Owner's employee groups or unions cause a disruption in ESG's ability to perform at the Project, Owner, with ESG's assistance or ESG, at its own option, may seek appropriate injunctive court orders. During any such disruption, ESG shall operate the facilities on a best-efforts basis until any such disruptions cease.