

Middle Chattahoochee Regional Water And Sewer Authority Meeting

April 8th, 2025 @ 7:00 PM
City of Palmetto- Palmetto Community Center
595 Main Street, Palmetto, GA 30268

- I.** Chairwoman Sonja Fillingame called the meeting to order at 7:00 P.M.
- II.** Roll Call was taken by Secretary Jessica Davis with the following board members present:

The Honorable Chairwoman Sonja Fillingame	
The Honorable Mayor Vince Williams	The Honorable Mayor Teresa Thomas-Smith
The Honorable Vice-Chair Mario Avery	The Honorable Councilman Nathan Slaton
The Honorable Councilman Brian Jones	The Honorable City Manager Tony Phillips

The attendance of the board constituted a quorum, and the meeting proceeded.

III. Approval of Water Authority Minutes:

A motion to approve the amended minutes from March 25th was made by Mayor Smith and seconded by City Manager Phillips. This amendment reflected the vote to conduct the forensic audit.

Vote: 7-0; Motion Carried

A motion to approve the minutes, with the amendments approved by the board, was made by Councilmember Jones and seconded by Mayor Williams.

Vote: 7-0; Motion Carried

IV. Discussion & Approval

The board members were in favor of moving the executive session minutes to the bottom of the agenda, as requested by Attorney Davenport.

Chairwoman Fillingame reminded everyone about the FY 2023 audit, which had been discussed at the last meeting. She noted that everyone was expected to review it between the last meeting and this one, and that the approval of the FY 2023 audit was on the table for discussion.

The motion to approve the audit was made by Mayor Williams and seconded by Councilmember Jones.

Vote: 7-0; Motion Carried

V. Reports:

1. Authority Attorney

Attorney Davenport addressed a previous request concerning certain documents. He clarified that each board member's yellow folder contains several additional documents, including some that are clipped together. These clipped documents pertain to the transfer of property from Palmetto to the Authority, specifically including the sewer treatment plant, the water treatment plant, and the reservoir. Also included is a lease that supports the transfer.

He noted that although a deed was signed in 2003, it was never recorded due to a condition precedent which required that all permits be obtained before recording the deed and lease. While permits have since been issued, the water project has not commenced, and following a vote taken two meetings ago, the project is currently on hiatus. As a result, the deed and lease

remain in escrow and unrecorded. Attorney Davenport explained that these documents were part of the 2003 bond issue, and he retains a copy of the deed and the full bond transcript at his office.

He mentioned that the 2003 bond transcript is housed in a basic two-volume binder containing 55 indexed documents, ranging from the initial court petition to bond resolutions and supporting agreements. Copies can be provided if requested, although the binder may need to be dismantled to make photocopies. In contrast, the 2007 bond issue—which refinanced the original into a variable-rate structure—and the 2014 bond issue—which refinanced that into a fixed-rate structure—are both available on CD and can easily be shared as PDFs.

Attorney Davenport also noted that the current bylaws are included in the folders. These were last amended in 2021, when changes included renaming the Authority and adjusting meeting compensation to \$150 per meeting. These 2021 bylaws remain the current and governing version.

He then provided an update on the Sportsman’s Club agreement from 1992, which was referenced in discussions during the meeting held two months prior. This lease is set to expire at the end of the current year. It is a four-year lease with an annual payment of \$8,926, paid each February. The Sportsman’s Club has expressed interest in continuing the relationship and has acknowledged the Authority’s proposed amendment to the agreement, which includes a 30-day termination notice. In response, the Club requested a prorated refund if the agreement were terminated early, given that payments are made in advance.

Attorney Davenport explained that a 30-day termination clause effectively provides flexibility regardless of the length of the agreement. He reminded the board that during the previous lease renewal, the lease amount was increased by 10.5%, bringing the current rate to \$8,926. If the same rate increase is applied, the new annual lease would be \$9,863 for a renewed four-year term.

He requested guidance from the board on whether to proceed with drafting a revised agreement reflecting the 30-day termination clause, prorated refund provision, and the proposed lease increase.

Attorney Davenport discussed a potential forensic audit. He shared his past experience working with Lori Dyke of IHG Forensics, a CPA firm that also specializes in forensic audits. He recently contacted Ms. Dyke, who remembered him from a previous engagement 20 years ago. She provided a general overview of her firm’s audit process, which consists of three phases:

1. **Phase One** involves an initial consultation to gather facts and define the scope of the audit. This phase typically costs \$10,000, but she offered a 50% discount, reducing the cost to \$5,000.
2. **Phase Two** includes developing a work plan based on the findings and scope established in Phase One. The client then receives a cost estimate for the work before deciding whether to proceed.
3. **Phase Three** concludes with a detailed report outlining the findings, including any issues such as control weaknesses or inappropriate expenditures.

Attorney Davenport emphasized that he is not specifically endorsing IHG Forensics but wanted to provide the board with a clear example of what a forensic audit entails and what to expect from such a process.

Mayor Williams asked whether, during the interview process, the forensic auditor would know who to interview, especially in cases where key individuals may no longer be with the organization. Attorney Davenport responded that the IHG firm specializes in litigation support and has the expertise and resources to locate individuals who may no longer be affiliated with the organization. He explained that their process may involve tracking down former employees, financial institutions the organization previously worked with, or other relevant personnel. This investigative work is part of Phase One and is covered under the \$5,000 fee. He added that Phase One could result

in identifying unreachable individuals, but should the process proceed to Phase Two, the firm would then conduct a deeper investigation.

City Manager Phillips noted that the City previously engaged IHG Forensics in Fairburn during the summer of 2022. He reported a positive experience working with them, specifically with Karen Fortune, describing the firm as thorough and professional.

Mayor Smith inquired whether Phase One consists solely of interviews or if it also includes collecting documents, emphasizing that sometimes documents reveal stories that individuals cannot. Attorney Davenport clarified that his knowledge was limited to a brief, 20-minute phone conversation with the firm.

Councilman Slaton added that Phase One is primarily intended to involve initial meetings with the board to determine the overall objectives. He expressed his understanding that document review would not be included until Phase Two, once the scope of the investigation has been better defined.

City Manager Phillips followed by reiterating the importance of having a clearly defined scope of work before engaging any forensic audit firm. He stated that, based on his experience, establishing a detailed scope is essential for ensuring transparency and accountability. Without knowing precisely what the board is seeking to investigate, no firm—whether IHG or another—can effectively respond or propose a method for proceeding. He emphasized that Phase One, as offered by IHG, appears to assist in developing this scope, but some due diligence from the board is still necessary.

Mayor Williams then posed a key question to the board: “Do we know what we’re looking for?”

City Manager Phillips acknowledged that the board currently does not have a clearly defined objective but emphasized that defining one should now be a priority. He stated that since the board has already voted in favor of pursuing a forensic audit, the next step should be to focus on defining what the board wants to accomplish through the process.

Attorney Davenport commented that what the auditor had explained to him was particularly impactful. He shared that the auditor’s strength lies in her ability to ask targeted, relevant questions that help a client identify their true goals—even when they themselves may be unsure of what they are seeking. He reiterated that neither he nor the current staff are qualified to develop an effective scope of work and that it is best left to a professional with expertise in this area.

Mayor Williams agreed, stating that the auditor should be able to meet directly with the board and ask the necessary questions to help guide the discussion.

City Manager Phillips sought further clarification, asking whether Phase One would entail the auditor using her subject matter expertise to engage the board in order to identify their needs and goals. He confirmed that, based on that interaction, the auditor would then develop a draft scope of work, with the entire process costing \$5,000.

Attorney Davenport confirmed this understanding and remarked that the cost would be money well spent.

City Manager Phillips added that once the scope of work is developed, the board would then have the option to use it either as a working plan with IHG or as a basis for soliciting proposals from other firms. He emphasized that the value in Phase One lies in gaining expert guidance to define a clear and informed scope of work.

Attorney Davenport advised that if the board intends to use the scope for solicitation purposes, that intention should be communicated transparently to the auditor. He explained that the \$5,000 fee is already a discounted rate from the original \$10,000 cost. If the firm understands that their scope will be used to potentially solicit other proposals, it may alter the pricing structure.

Mayor Williams stated that he was comfortable with the \$5,000 fee, especially given that the City of Fairburn had previously worked with the firm and had a positive experience. He emphasized that it was something necessary for the board to pursue.

Councilman Slaton suggested that each of the three cities represented could prepare a list of their own questions and concerns and submit those to staff (specifically to Jessica), so that a preliminary document outlining areas of interest could be provided to the auditor before the initial meeting.

Mayor Williams responded that he was open to that approach but would feel more confident sitting down with the auditor in person. He expressed that the guidance and prompts from the auditor would help reveal issues the board may not initially recognize.

Councilman Slaton acknowledged that while some members may not know what questions to ask, others might—and those insights should still be gathered and included.

Chairwoman Fillingame suggested that a combined approach would be ideal. Members who already have specific concerns or expectations could share them in advance, while the in-person meeting would give others the chance to benefit from the auditor's structured questioning and guidance. This way, all members would have the opportunity to contribute and receive support.

Attorney Davenport added that the auditor is already aware that the board represents three cities that have worked together for over 25 years. While the personnel may have changed, the partnership itself is longstanding. He also shared past experience where the auditor had performed a forensic audit for a Board of Commissioners during a dispute with a sheriff. That audit, he recalled, uncovered significant information that would not have otherwise come to light, further reinforcing the auditor's qualifications and expertise.

He then asked the board whether they would like him to invite the auditor to attend an upcoming meeting.

The motion to bring IHG representative Laurie Dyke to the May 13th board meeting was made by Mayor Williams and seconded by Mayor Avery.

Vote: 7-0; Motion Carried

Mayor Smith inquired about the specific duties of the Treasurer and Secretary, as she was appointed to both roles in January. She wanted to ensure she was not overlooking any responsibilities, particularly regarding the "Report of the Treasurer," as mentioned in the bylaws.

Attorney Davenport responded that the current bylaws—last amended in 2021 and included in the yellow folder—had not changed in substance regarding these positions. He explained that the bylaws were originally written for a more complex governance structure, but the authority has operated as a unified board since the 2003 bond issue. As a result, there is no hierarchy, and all expenditures are voted on by the full board, which simplifies the Treasurer's role.

He noted that one of the key duties of the Treasurer is to keep track of how funds are spent, which is already handled transparently at each meeting through board-approved requisitions. Since expenditures are voted on and documented monthly, there is no separate financial tracking required by the Treasurer unless a specific need arises.

Attorney Davenport added that Mayor Smith is one of three authorized check signers. Each check requires two signatures. If two signers are present, the Treasurer may not need to sign; however, if only one other signer is available, the Treasurer will need to sign. This system functions as a financial control mechanism.

Mayor Smith acknowledged this but reiterated her concern about the bylaws referencing a Treasurer's report. She stated that she did not want to be out of step with her responsibilities.

Attorney Davenport assured her that, while the bylaws do mention the report, the board's current operations make such a report unnecessary. Since financial actions are approved collectively and recorded at each meeting, there is no current obligation for the Treasurer to generate a separate report. However, should that need arise in the future, it would become the Treasurer's duty.

Chairwoman Fillingame added that she had spoken with Mayor Smith earlier that day and located the contact information for PNC Bank. She explained that when officer changes occur, the updated meeting minutes are taken to the bank so that account signatories can be changed. She confirmed that, at present, her name and Mayor Avery's name are on the account.

Mayor Smith noted that if a new signature card is required, all signatories may need to go to the bank together, as the form typically requires signatures from all parties at once.

Chairwoman Fillingame agreed and said that this has been the past practice. She expressed willingness to support whatever process is necessary to complete the update.

Mayor Smith then asked who has the authority to physically write checks. She wanted to understand whether any board member has that power, or whether it is handled entirely by staff or contracted personnel.

Attorney Davenport clarified that the authority to write checks has been delegated to Dan Post and his staff. Specifically, Antha Watkins, a member of Post's team, prepares all the invoices and drafts the checks. These are then presented—unsigned—at each board meeting. At that point, two authorized board members sign the checks, and Attorney Davenport distributes them. He emphasized that no check is valid or processed unless signed by two members of the board. Dan Post's firm has been handling this responsibility for years with consistency and reliability.

Councilmember Slaton asked whether the financial services provider was Quality Data Processing.

Attorney Davenport confirmed, "Yes."

Mayor Smith inquired whether the Authority currently has a budget.

Attorney Davenport explained that the preparation of a budget was previously handled by Dan Post until his termination. After he was reinstated, no representative from Post & Associates has attended meetings, and as a result, no formal budget has been prepared. However, he noted that the Authority's de facto budget is driven by its bond obligations—specifically, semi-annual payments. The Authority makes an interest payment each June and both a principal and interest payment each December.

He further explained that Dan Post calculates these obligations along with a biannual assessment of each city's water usage. From those calculations, he determines how much money each city must contribute monthly. While there is no formally adopted budget document, those payment schedules functionally serve as a budget. At present, the Authority has no expenditures beyond bond obligations. If additional spending becomes necessary, then a formal budget would be required.

City Manager Phillips asked for clarification on why Post & Associates no longer attends meetings.

Attorney Davenport stated that he had not been present at the meeting when the change occurred, but recounted that the chairman at that time terminated Post & Associates' services. An RFP (Request for Proposals) was issued afterward, but no responses were received. As a result, Post & Associates continues to provide financial services to the Authority.

City Manager Phillips asked if the board could revisit the relationship with Post & Associates.

Attorney Davenport replied that he could contact Mr. Post, but indicated that Mr. Post was unlikely to resume attending meetings.

Mayor Williams shared that he was involved during the time of the termination and stated that it had been a difficult but necessary decision. He expressed concern that Mr. Post had been handling both accounting and auditing functions, which created a conflict of interest. He noted that while the board is grateful Mr. Post continues to handle essential financial work, it would be wise to explore other options and reissue an RFP. He emphasized that it has been several years since the board last sought alternative providers.

Mayor Smith agreed, stating she would like to see the financial services contract rebid. She emphasized the need for more comprehensive financial oversight and transparency.

City Manager Phillips noted that, based on the information shared, the relationship with Post & Associates appears somewhat unusual. He commented that Mr. Post's position seems to be, "Take what I give you or I can just walk," which he considered to be concerning given the Authority's needs.

Attorney Davenport spoke highly of Dan Post, noting that he has served the Authority with integrity since its formation, helping it get off the ground. He believes that although it's a different path now, Mayor Smith's suggestion of exploring other options may be the right course.

Councilmember Jones raised a question about how to approach finding a new firm. He suggested revisiting the RFP from three years ago, drafting a new one, or using the city's advertising platforms to solicit proposals. He noted that relying on word-of-mouth alone didn't yield good results previously, so using the city's website could attract more interest.

Mayor Smith agreed with the idea of using both approaches, but expressed concern about relying solely on the previous method, which had not been effective. She suggested revising the approach to improve the chances of attracting a suitable firm.

City Manager Phillips agreed with the idea of casting a wider net when seeking proposals. He believed that reaching out to a broader pool of candidates would increase the chances of receiving quality submissions, especially from those who may not have been aware of the previous request.

Attorney Davenport suggested that meeting with someone next month could be valuable. This individual might have insights or ideas the board hasn't considered, as they are in the financial business.

Chairwoman Fillingame supported this notion, adding that it has been difficult to attract interest from financial management and CPA firms. She acknowledged that this issue has been discussed within the industry, making it even more important to cast a wider net.

Mayor Smith brought up a concern about an email she received from BNY Mellon. She was cautious about clicking on links from unfamiliar sources and had reached out to clarify the connection. Attorney Davenport confirmed that

BNY Mellon handles the financial transactions for the authority, including receiving payments for interest and principal on bonds. He also noted that the authority is familiar with BNY Mellon due to their long-standing relationship with the City and their role in bond management.

Mayor Smith further clarified that the emails didn't come to her personally but were directed to the mayor's office, which led to some confusion.

Attorney Davenport explained that this likely occurred because Clark Boddie, the previous long-serving chairman of the authority, had a working relationship as the chairman of the authority.

Mayor Smith then raised a question about public participation at meetings. She mentioned someone in the audience had asked whether others could ask questions during the meeting.

Mayor Williams responded that public comments were not included in the agenda for the authority meetings, so there was no requirement to take questions from the public. While they do recognize guests, he emphasized that public comments were not typically part of these meetings.

Mayor Smith followed up by asking if the authority had any staff, noting that someone had said they were allowed in the executive session because they were staff.

Attorney Davenport clarified that the authority has a general manager, along with consultants and an attorney who represents the authority.

Attorney Davenport clarified that during an executive session, the authority members have the right to be there. However, anyone who is not a member can only attend with the permission of the authority.

Mayor Smith raised the concern that they weren't asked if they could attend, prompting Councilman Slaton to explain that it wasn't pointed out; they just went into executive session without prior discussion.

Mayor Smith then asked if there was a requirement to inform people in advance about an executive session or if it needed to be announced. Attorney Davenport reassured her that it wasn't necessary to announce it in advance. The purpose of an executive session is to discuss confidential information, and although you can put a placeholder for it on the agenda, you don't have to. The process for entering executive session involves making a motion, having it seconded, and stating the reason, typically relating to real estate, litigation, or personnel matters.

Mayor Smith acknowledged the clarification but wanted to ensure there was proper understanding, as there had been no notice for the executive session. Attorney Davenport confirmed that there's no requirement for prior notice for executive sessions.

Mayor Smith expressed appreciation for the clarity, acknowledging she didn't know the specifics but appreciated the explanation.

Councilman Slaton then pointed out that he wasn't aware that the board had the authority to decide who stays in the executive session. He noted that project managers were speaking on behalf of the attorney, and other individuals were present in the session, even though they weren't part of the authority.

Attorney Davenport clarified that, in his absence, he couldn't speak to the specific situation, but he mentioned that audience members are generally not allowed to attend executive sessions. The session is meant for authority members and authorized personnel only.

Councilman Slaton responded that his concern was about people on the board who stayed in the meeting without realizing that the authority has the discretion to decide who can stay for an executive session.

Attorney Davenport elaborated, explaining that during an executive session, board members, project managers, and the general manager are permitted to be present, but only if authorized by the board.

Chairwoman Fillingame asked if he was specifically referring to the project team being present during the session

Councilman Slaton confirmed his concerns and Chairwoman Fillingame explained that the project team had brought up the item and recommended going into executive session, which was approved by the board.

City Manager Phillips emphasized that the project managers were essential to be in the executive session due to their involvement.

Councilman Slaton raised concerns about other individuals in the audience, specifically Tom Owens and David Gray.

Attorney Davenport explained that Tom Owens and David Gray were long-time contributors to the authority, with over 15 years of involvement. Given their expertise, they could answer questions related to the topic discussed during the executive session.

Mayor Williams confirmed that Tom Owens and David Gray did address certain questions during the session.

Attorney Davenport reiterated that the expertise of these individuals was necessary for the executive session to address any questions or concerns effectively.

City Manager Phillips clarified that, generally, executive sessions are held on a “need-to-know” basis. Only those with a relevant role—whether staff, experts, or advisors—should be present. If someone doesn't have a specific reason for being in the executive session, they typically would not be included. He suggested that for future executive sessions, the attendees should be clarified in advance.

Attorney Davenport added that typically, executive sessions are initiated by legal counsel, who decide who should attend based on the confidential nature of the discussions. These discussions often involve pending or potential litigation, real estate matters, or personnel issues. He also noted that it's rare for elected officials to call for an executive session independently, as it's generally initiated by legal counsel.

City Manager Phillips agreed, stating that board members should generally have an idea of the topics to be discussed in executive session.

Chairwoman Fillingame confirmed that the project managers had clarified that the executive session was focused on real estate matters, helping to address Councilman Slaton's question.

Mayor Williams acknowledged that Councilman Slaton may not have known the specific roles of Tom Owens and David Gray, which led to some confusion.

Councilman Slaton reiterated that he understood the need-to-know principle but was still confused by the presence of other people in the room. While he understood the role of the project managers, he was unsure about the role of Tom Owens and others who were there.

Mayor Williams asked for clarification on whether there were other people present besides Tom Owens and David Gray.

Councilman Slaton mentioned that General Manager Lindy Farmer was also present during the executive session.

Attorney Davenport responded by agreeing that executive sessions are typically very contained, with only a few people involved. He acknowledged that in the context of the council's experience, there have been very few executive sessions, possibly only three or four in the 15 years of the body's operation. In contrast, other boards or commissions that deal with regular government business may hold executive sessions more frequently—sometimes as many as six or seven every two weeks. These sessions are usually called by legal counsel to discuss issues such as property transactions or employee disciplinary matters. Elected officials are informed of such matters during executive sessions because these issues cannot be discussed in public meetings beforehand.

He explained that the purpose of executive sessions is to ensure the council receives important information in a confidential manner. Since the authority doesn't have employees and relies on consultants, the consultants will likely need to be involved in these sessions. The person calling the executive session should have the discretion to decide who needs to be present, based on the nature of the topic being discussed. If the session only requires one person, they might decide to proceed without anyone else in attendance.

2. Financial Manager

Attorney Davenport presented requisition #275 in the amount of \$33,274.75.

The motion to approve requisition #275 in the amount of \$33,274.75 was made by Mayor Williams and seconded by Mayor Avery.

Vote: 7-0; Motion Carried

Councilmember Slaton raised a concern about the project being paused, asking what the ongoing costs are each month, especially since the project isn't moving forward.

Attorney Davenport replied that the answer to this question could be found in the backup information provided, which would detail the actual dollar amounts.

Councilmember Slaton acknowledged that but expressed that it seemed like there hadn't been any noticeable change, suggesting that the payments might not reflect progress.

Mayor Smith then pointed out that General Manager Farmer and Project Manager Laura seemed to have decreased their involvement, and expressed curiosity about what the \$10,600 payment to Krebs was for.

Attorney Davenport confirmed that the details about the payments were in the backup information that had been distributed to the board members.

3. Project Managers:

Attorney Davenport reached out to someone he had worked with previously to help refine the scope and plan a meeting for further development. Given the situation, the project team decided to pause their efforts, believing it would be more effective to get input from this contact.

In the meantime, due to previous discussions about financial matters, the team gathered relevant financial documents. Attorney Davenport found the original bond documents, and Tom Owens coordinated with Bank of New York Mellon to acquire additional bond-related documents. Project Manager Gray and the team also compiled requisitions and other necessary paperwork. This information will be made available once the board decides how to proceed.

The team also began preliminary discussions with local partners who expressed interest in doing business with the authority. One recurring request was for maps, documents, and talking points to help facilitate more informed discussions. In response, the project team started assembling this information to ensure that all parties have access

to the same details moving forward. They anticipate finalizing this material soon and aim to provide more detailed updates in May.

4. General Manager:

The general manager wanted to address one key point. They had already discussed the audits, but regarding Josh Carroll, he was working on the 2024 audit. They just wanted to update everyone on that. He had also included the MDNA in his contract, which the board had expressed concerns about. It wasn't common for entities of their size to include an MDNA, but Josh had moved forward with it. Both Josh Carroll and Mr. Moses had attended the meeting and addressed any concerns.

City Manager Phillips acknowledged they had likely touched on this in a previous meeting. They understood that while they were still working to ensure financial accountability and moving forward with the audit, the pressing question was: what would happen next? Since they had decided not to continue down the same path as before, the focus had shifted to the next steps. Councilmember Jones had raised a valid point at the last meeting—how could they move forward if they didn't fully understand what they were doing? That had become the key question. The city manager added that, based on recent calls and feedback from staff, it seemed the changes in direction for the authority had already garnered regional attention beyond just their three cities.

Mayor Williams had noted that since he was involved with the MDNA, he couldn't comment.

City Manager Phillips believed there needed to be a regional discussion with stakeholders to figure out the next steps for the authority. The issue wasn't limited to their three cities; it had broader regional implications. Many stakeholders had an interest in securing a sustainable water solution for the southern Crescent of the county. That solution would be beneficial not only to the three cities but to others as well.

Councilmember Jones asked if, under the current language of the authority, they would need to go back to the legislature if a business, like a Fortune 500 company or a data center, came forward needing water. The authority had been created to serve only the three cities, and he wondered if providing water to a business outside their cities would require a change in the authority's structure and language.

Attorney Davenport explained that it wasn't about the business itself but rather its location. As long as the business was within the jurisdiction of one of the three cities, it would be fine. If the business was outside those jurisdictions, they couldn't provide water to them.

Councilmember Jones Mentioned that long-term, he had seen a potential \$10 billion data center project in LaGrange that could require water. If they had the supply and the center needed it, would they be able to supply water to it? And would that necessitate changing the authority's structure and language?

City Manager Phillips explained that the range of possible solutions was likely beyond what they could currently comprehend. He stated that there could be many possibilities, including the involvement of municipal stakeholders at various levels of government. While the \$160 million figure that had been discussed earlier was a steep challenge for them, it wasn't as difficult for everyone. He noted that there might be a version of the plan where other stakeholders would see the benefit of a regional water solution and decide to contribute. He emphasized that the board needed to start figuring out how to begin those discussions.

Chairwoman Fillingame clarified that in their previous meeting, the board had agreed that the project team would serve as the conduit for these conversations. The team was responsible for handling the discussions and bringing any important updates back to the board for processing.

Councilmember Slaton expressed his desire to move forward, stressing that water was essential for the area, and a solution had to be secured. He also mentioned that whatever path they chose should ultimately benefit both the cities and the authority. He voiced concerns about being offered a large sum, such as \$300 million from a Fortune 500 company, under conditions that might not be in the best interest of the cities. His goal was to ensure that any decisions made were for the long-term benefit of the communities.

City Manager Phillips acknowledged that water was essential and emphasized that, as stewards of the citizens' best interests, the board could not simply delegate this responsibility to others. He pointed out that discussions about water solutions would involve not just private entities, but also municipal and government bodies. There were many possibilities to explore, and the staff would begin to develop these. He also mentioned that, at some point, elected officials would need to engage in discussions with other elected officials to set the tone for the future. Recent conversations had shown that there was interest in seeing how this would develop.

Chairwoman Fillingame stated that with the right information, the board would be able to make more informed decisions. She acknowledged that they were moving towards gathering information and waiting for the project team to brief them. Once they had more details, the board could process the information and make decisions accordingly. She agreed with Councilmember Slaton's concerns about ensuring the benefits remained within the three cities, as they had been involved in the process for a long time.

City Manager Phillips reiterated that once the staff had completed their work, the board would need to be more proactive in initiating discussions.

Chairwoman Fillingame added that while the mayors would certainly understand the situation, it was crucial to ensure everyone spoke with one voice. She explained that if each city or project manager communicated different messages, it could lead to confusion. That's why the board had decided to follow the process they had outlined, ensuring that everyone would be on the same page and could make decisions as a unified body.

Councilmember Slaton suggested that if anyone reached out for information, they should be directed to the project team for clarity.

Mayor Williams mentioned that once the team presented their update in May, they would have a clearer understanding of the direction to take.

Attorney Davenport then asked each board member to review the minutes from the executive session and refrain from discussing them further.

The motion to approve the March 25th executive session minutes were made by City Manager Phillips and seconded by Councilmember Jones.

Vote: 7-0; Motion Carried

VI. The motion to adjourn the Middle Chattahoochee Regional Water & Sewer Authority Meeting at 8:24 p.m. was made by Mayor Smith and seconded by Councilmember Jones.

Vote: 7-0; Motion Carried



Sonja Fillingame, Chair



J. I. Davis, Secretary