

## CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road  
Morrow, Georgia 30260

Regular Board Meeting, January 10, 2008

Chairman, Pete McQueen, called the meeting to order at 1:30 p.m.

Present at the meeting were: Chairman, Pete McQueen, Vice Chairman, Lloyd Joiner, Secretary/Treasurer, Marie Barber, Board Members, Wes Greene, John Westervelt, John Chafin and Doug Bonner. General Manager, P. Michael Thomas, Deputy Manager, Mike Bennett, Department Managers, Guy Pihera, Herbert Etheridge, Teresa Adams, Jim Poff and Terry Moy, Project Engineer, Mike Buffington, Finance Director, Emory McHugh, MIS Director, Rodney Crowell, Stormwater Program Manager, Kevin Osbey, Risk Manager, Karen Riser, Customer Accounts Director, Brian Robinson, Human Resources Director, Ed Durham, Public Information Officer, Suzanne Brown, and Executive Secretary, Janet Matthews. Also present were: Steve Fincher of Fincher, Denmark & Williams, Jay Kirk, Steve Lavinder, and Janet Vick from CH2M Hill, Rodney Givens of Engineering Design Technologies, Incorporated (EDT), Curtis Boswell with Environmental Protection Division (EPD)/Georgia Association of Water Professionals (GAWP) and the following employees: Michael Shinn, Terry Hicks, Patrick Shumate, Brent Taylor, Michael Harp, Marshall Maddox, Amanda LaPierre, Gary Curtis, and Blake Joyner.

Chairman McQueen called on Michael Shinn to give the invocation.

Approval of Minutes: Chairman McQueen called for any omissions or additions to the Regular and Executive Session Board Meeting minutes of Thursday, December 6, 2007. Hearing none, the minutes were approved as presented.

Financial and Statistical Report: Chairman McQueen called on Emory McHugh, Finance Director, to give our financial report. Mr. McHugh reviewed the financial information that was given to the Board for the seven-month period ending November 30, 2007.

Employee Recognition: Chairman McQueen called on Jim Poff, Manager of Water Reclamation, who introduced Gary Curtis, Supervisor at the Casey Plant, who is retiring. Mr. Poff gave some background information on Gary and stated that Gary understood the importance of training and took it upon himself to start the mini conference in 1986 which offers training to operators, collection and distribution personnel and gives them six (6) points of training credit. That program is in its twenty-second (22) year and Gary has trained many of the supervisors in Water Reclamation.

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Because of Gary's "teamwork" concept, the Casey Plant has been awarded six (6) Gold Awards, four (4) state "Plant of the Year" awards, and in 1990 the plant was recognized by the Environmental Protection Agency (EPA) for the National Award. Gary has also received two individual awards, the N. M. deJarnette Award and the William D. Hatfield Award from the Georgia Association of Water Professionals (GAWP). He has also served as District 3 Director.

Mr. Poff introduced a special guest, Mr. Curtis Boswell, who works in the engineering section of the Georgia EPD and is the current District 3 Director for Georgia Association of Water Professionals.

Mr. Boswell stated that he has had the pleasure of working with Gary Curtis for about seven (7) years and during that time the association started a new program called the Top Ops Award. Under Gary's direct supervision, CCWA has had several to receive that award - Chris Hamilton, Dan Doss, Michael Crabtree and Curtis Price. Because Gary was always helping to choose the winners, he could not qualify for the award. Before he retires, Mr. Boswell wanted Gary to know that he is a Georgia Certified Environmental Professional and presented Gary with a certificate and cap.

Mr. Poff presented a plaque to Gary and thanked him for his dedication and thirty-two (32) years of service and wished him the best in the years to come.

Chairman McQueen called on Herbert Etheridge, Manager of Distribution & Conveyance, who recognized Blake Joyner, Utility Locator, who has passed his Georgia Distribution System Operator exam.

Chairman McQueen called on Teresa Adams, Manager of General Services, who recognized Brent Taylor, Maintenance Mechanic, Michael Harp, Lead Maintenance Mechanic, and Patrick Shumate, Lift Station Specialist Technician, for passing their Wastewater Collection System Operator exam.

Chairman McQueen called on Ed Durham, Human Resources Director, who stated that each year all of our departments compete for our prestigious Safety Award which Neal Wellons started years ago. Mr. Durham asked Guy Pihera, Manager of Water Production, to come forward and accept this year's Annual Safety Award. Mr. Durham added that Water Production does excel in the area of safety and has won this award for two consecutive years. Guy and his staff are responsible for the three (3) Water Production plants, the Water Quality Lab, the Wetland Center, all the reservoirs, recreation areas, the dams, and upkeep of these facilities. Mr. Durham congratulated Mr. Pihera and presented his department the Annual Safety Award.

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Chairman McQueen thanked Guy and asked if he would like to say a few words.

Mr. Pihera commented that the Annual Safety Award is a result of team effort. There are thirty-four (34) individuals in the department and each one works on a daily basis to make sure that safety is a top priority.

Chairman McQueen asked Guy to give a Water Report to the Board.

Mr. Pihera stated that the raw water reserves are at eighty-five percent (85%) capacity.

Janitorial Service Proposal Recommendation: Chairman McQueen called on Teresa Adams, Manager of General Services.

Clayton County Water Authority  
Annual Janitorial Services  
Proposal Ranking  
January 2008

Vendor	Annual Cost	Proposal Points	Interview Points	Total Points	Final Ranking
Office Environments, Inc. McDonough, GA	\$99,993.96	249	68	317	1
Atlanta Building Maintenance, Inc. Alpharetta, GA	\$94,656.00	240	60	300	2
Hu-Ray Cleaning Co., Inc. Lake City, GA	\$105,600.00	206	56	262	3
SBA Cleaning Services, Inc. Gainesville, GA	\$79,983.48	197	N/A	N/A	N/A
QDK Janitorial Services Atlanta, GA	\$100,925.76	174	N/A	N/A	N/A
Clearwater Cleaning Services Rex, GA	\$133,980.00	146	N/A	N/A	N/A
Great Maintenance Enterprises, Inc. College Park, GA	Did not provide	N/A	N/A	N/A	N/A

Staff recommends this contract be awarded to Office Environments, Inc. for the contract period of March 1, 2008 – February 28, 2009. This contract will be for one year and may be extended for a second and/or third year by mutual consent by both parties. An annual adjustment at the time of each extension shall not exceed five (5%) percent.

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If Office Environments, Inc. does not meet all of the Authority's contractual requirements, staff recommends this contract be awarded to Atlanta Building Maintenance, Inc. Likewise, if Atlanta Building Maintenance, Inc. does not meet all of the Authority's contractual requirements, staff recommends this contract be awarded to Hu-Ray Cleaning Company, Inc.

UPON Motion by Marie Barber and seconded by Doug Bonner it was unanimously

RESOLVED: to award the Annual Janitorial Services contract to Office Environments, Incorporated for the annual cost of ninety-nine thousand nine hundred ninety-three dollars and ninety-six cents (\$99,993.96) for the period of March 1, 2008 through February 28, 2009, contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Highway 138 Relocation Project Update: Chairman McQueen called on Herbert Etheridge, Manager of Distribution & Conveyance, who wanted to update the Board on the 138 project.

In October 2005, the Georgia DOT began a project to widen SR 138 in Clayton County. Since our water mains were within the state right of way, our mains had to be relocated, at our expense, along the route of the project. The following activities have been or will soon be completed:

- Relocated 14,332' of 12" watermain on SR 138
- Lowered 350' of 16" watermain on SR 138
- Lowered 350' of 20" watermain on Berry Rd
- Lowered 350' of 30" watermain on SR 138 Spur
- Lowered 650' of 16" watermain on SR 138 Spur
- Lowered 300' of 8" watermain on Bambi Lane
- Relocated 400' of 12" watermain on Mt Zion Parkway
- Relocated 4 large water meter vaults
- Relocated over 100 meters (including replacement of service lines)
- We have adjusted numerous hydrants, valves, and meter boxes.

Our original estimate for this work was \$823,006.34. In November 2006, the Board authorized spending up to \$1,059,950.05 as we became aware of the need to relocate the mains on SR 138 Spur and Bambi Lane. We have recently been required to lower/relocate a 20" main on Berry Rd and a 12" main on Mt Zion Parkway and estimate

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the final cost of this project to be \$1,130,000.00. The staff recommends that the Board authorize a transfer for the additional needed funds of \$70,049.95 from the R&E Fund.

To our knowledge, this will complete all major activities associated with this project. We will be adjusting valves, hydrants, meter boxes, manholes, etc. through the end of the project which is projected to be complete by September 2008.

UPON Motion by Lloyd Joiner and seconded by John Westervelt it was unanimously

RESOLVED: to approve the transfer of seventy thousand forty-nine dollars and ninety-five cents (\$70,049.95) from the R&E Fund to cover additional costs associated with the Highway 138 Watermain Relocation project.

Septage Rate Adjustment Recommendation: Chairman McQueen called on Jim Poff, Manager of Water Reclamation, who stated that the Authority has accepted septic tank waste at the W. B. Casey Plant ever since the Plant opened. We are proposing an adjustment in our rates to recover costs of treatment of this type of waste.

CCWA allows septic tank pumpers to dump their septage loads at our W.B. Casey WRF. Septage is normally much more concentrated than the normal domestic sewage we receive from our gravity sewers. We calculate the cost to treat the septage, based on the typical strength of several pollutants in the septage waste, based on the formula below.

Septage cost = 2008 sewerage retail rate + BOD cost + TSS cost + Nitrogen Cost + Phosphorus Cost

Our current cost to treat septage is calculated to be \$140.03 per 1,000 gallons. CCWA staff recommends we adjust the cost to treat septage from the current rate of \$100/1,000 gallons to \$140/1,000 gallons. We have not adjusted septage rates since October 2000. Despite this cost adjustment, it is still much less expensive to have a septic tank pumped out every 5 years than to pay for sewer service.

We surveyed septage charges for some of the other Metro Atlanta utilities and found rates to range from \$50 to \$262 per 1,000 gallons, but the average is around \$100.

Some neighboring jurisdictions do not provide septage disposal facilities and the septic tank pumpers will bring septage from other jurisdictions to the Casey WRF for disposal and treatment. We are currently charging a \$25.00 surcharge for any septage hauled from outside Clayton County.

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Staff recommends to adjust septage treatment costs to \$140.00 per thousand gallons, effective April 15, 2008, and to continue to charge the \$25.00 surcharge for septage from outside Clayton County.

UPON Motion by Marie Barber and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve staff's recommendation to adjust septage treatment costs to one hundred forty dollars (\$140.00) per thousand gallons, effective April 15, 2008, and to continue to charge the twenty-five dollar (\$25.00) surcharge for septage received from outside Clayton County.

Camp Creek Stream Restoration Bid Recommendation: Chairman McQueen called on Mike Buffington, Program Management Engineer, who wanted to update the Board on our latest stream restoration project along with a recommendation to award the construction contract for the Camp Creek at Bethsaida Road project.

CCWA Watershed Management Plan identified Camp Creek at Bethsaida Road as degraded due to historic land clearing for agricultural practices that removed the natural vegetation that protected the stream banks. The channel does not promote suitable habitat for fish and macroinvertebrates resulting in poor water quality in the stream. Camp Creek is one of our water supply watersheds.

In 2004, Georgia EPD awarded \$621,065 in grant funds to restore the channel. A portion of this grant (\$146,500) was used to fund design of the project and the remainder will be used for construction.

The project will include construction of a stable stream channel (2,400 L. F.) along with planting native vegetation along the channel. This should improve the habitat conditions in the channel; improve water quality; stabilize the stream banks; reduce erosion; and promote growth and survival of fish and macroinvertebrates.

Project Managers:  
 CH2M Hill, Engineers – Phil Sacco  
 Clayton County Water Authority – Mike Buffington

**Bid Opening:**

The following bids were received at 2:00 PM Local Time November 29, 2007:

Brent Scarbrough & Co., Inc.	\$ 834,255.02
Astra Grading and Pipe	\$ 933,488.00
JTech Associates	\$ 998,300.00
Precision 2000	\$1,055,902.32

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J. M. Wilkerson	\$1,152,000.00
Appalachian Environmental Services	\$1,252,217.00
Phillips & Jordan, Inc.	\$1,450,600.00
Site Engineering	\$1,621,900.00
Lewis Trucking & Grading, Inc.	\$2,027,552.50
 Final Engineers Estimate	 \$1,058,050

**Funding:**

The project will be funded by EPD Grant and CCWA Stormwater Program.

**Recommendation:**

CCWA staff and CH2M Hill recommend award to the low bidder, Brent Scarbrough & Co., Inc., Fayetteville, Georgia

UPON Motion by John Chafin and seconded by Wes Greene it was unanimously

**RESOLVED:** to award the Camp Creek at Bethsaida Road Stream Restoration Project to the low bidder, Brent Scarbrough & Company, Incorporated, in the amount of eight hundred thirty-four thousand two hundred fifty-five dollars and two cents (\$834,255.02), contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.

Stormwater Inventory Proposal Recommendation: Chairman McQueen called on Terry Moy, Manager of Program Management & Engineering, who explained that the purpose of this work is to locate and survey the stormwater structures maintained by CCWA using Global Positioning System (GPS) technology and provide the data in an electronic format compatible with CCWA's Geographic Information System (GIS). The benefits of this work will allow CCWA to manage, maintain and operate the stormwater system more efficiently using GIS and Computerized Maintenance & Management (CMMS) tools, and allow CCWA to meet regulatory compliance requirements for documenting responsibility, maintenance and support stormwater asset valuation requirements. It is CCWA's intention to make awards to two (2) firms to catch up with on-going maintenance operations.

CCWA completed an evaluation of the proposals and short-listed the top 3 ranked firms based on the qualifications based criteria noted below. Follow-up evaluations were completed for the three short-listed firms. A summary of costs is also presented below.

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Criteria	Possible Points	Woolpert	Arcadis	Moreland Altobelli	URS	Moore Bass	Point to Point	Southside Survey
Qualifications and experience	30	25.7	26.7	24.7	21	23.3	10	8.3
References	15	10	14	10	NA*	NA*	NA*	NA*
Project approach	15	14.3	14.3	15	12.7	12.7	6.7	5.8
Costs	40	40	31.2	35.8	22.6	10.5	14	3.6
<b>Total Points</b>	<b>100</b>	<b>90</b>	<b>86.2</b>	<b>85.5</b>	<b>56.3</b>	<b>46.5</b>	<b>30.7</b>	<b>17.7</b>

\*Only short-listed firms references were checked since this would not affect the short-listing rankings.

Proposer (team members)	Structure Unit Price	Extended Total*
Woolpert	<b>\$23.85</b>	<b>\$293,850</b>
Moreland Altobelli	<b>\$23.60</b>	<b>\$308,200</b>
Arcadis	<b>\$29.85</b>	<b>\$372,300</b>
URS	\$42.49	\$551,770
Point to Point Land Surveyors	\$55.00	\$620,000
MooreBass	\$60.00	\$745,000
Southside Surveying & Planning, LLC	\$75.00	\$965,000

\* Based on award of 12,000 structures. Includes supplemental work and allowances

CCWA Staff recommends that the board approve the award to Woolpert and Arcadis. Because of the differences in pricing, staff recommends that the award to Arcadis be contingent on achieving pricing parity, as allowed by the terms of the Request for Proposals, within 5% of the number one ranked firm, and that if negotiations cannot be successfully completed, negotiations with the third ranked firm, Moreland Altobelli, be initiated.

UPON Motion by Lloyd Joiner and seconded by John Chafin it was unanimously

**RESOLVED:** to award the Stormwater Infrastructure Inventory contract to Woolpert and Arcadis. The award to Arcadis is contingent on achieving pricing parity, as allowed by the terms of the Request for Proposals, within 5% of the number one ranked firm, and that if negotiations cannot be successfully completed, negotiations with the third ranked firm, Moreland Altobelli, be initiated. This contract is for the not-to-exceed amount of six hundred ten thousand dollars (\$610,000) total for both firms and is contingent upon approval of bonds and insurance as required by the specifications and to authorize the General Manager to sign the contract documents.



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Clayton County Water Authority – Terry Moy

#### TASK ORDER NO. SW-07-02

This Task Order is an attachment to the Master Services Agreement dated February 1, 2001 between CH2M HILL, INC., (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”) for a PROJECT generally described as *Stormwater Utility Inventory Support*.

#### Background

The purpose of this Task Order is to provide staff augmentation in support of Stormwater Utility operations. The OWNER has requested assistance in executing some of the projects and programs that are funded by the stormwater utility.

The PROJECT involves supporting various tasks related to the stormwater infrastructure inventory contracts, asset valuation support, and other GIS related support on an as-needed basis. Additional information on specific tasks is described in the following scope of services.

#### ARTICLE 1 — SCOPE OF SERVICES

The scope of services includes the following tasks:

Task 1 – Inventory Support

Task 2 – Asset Valuation

Task 3– Project Management and Reporting

#### Task 1 –Inventory Support

ENGINEER will provide staff augmentation on an as-needed basis to assist the OWNER in executing projects under the Stormwater Utility program. The following items may be completed at the OWNER’s request:

- The ENGINEER will assist the OWNER in planning and leading the Kickoff Meeting with the selected contractor(s). A senior engineer will lead the discussion with the contractor and provide a summary of the information that should be collected. Examples of structures and potential field data collection conflicts will be provided in a brief PowerPoint presentation.
- The ENGINEER will assist the OWNER with developing standard operating procedures (SOPs) for quality control checks, tracking, and management of the data. A brief technical memorandum will be prepared to summarize the final recommended process.
- The ENGINEER will develop an automated report to assist the OWNER in tracking progress and summarizing the results of the infrastructure

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inventory. A query for the geodatabase will be developed to assist in allowing frequent updates on the status.

- Deliverables
- One PowerPoint presentation for the Kickoff Meeting with the OWNER and contractor(s)
  - Technical Memorandum summarizing the proposed SOPs for QA/QC procedures
  - A query (or series of queries) will be developed to summarize the status of the inventory data collected to date.

### **Task 2 - Asset Valuation**

This asset valuation task will be the initial effort in an iterative process to estimate the value of the existing stormwater infrastructure in Clayton County. This information will be used by OWNER to quantify the value of these assets for accounting purposes and to estimate the potential credit (if any) for the stormwater infrastructure within unincorporated Clayton County and the cities participating in the stormwater utility. As new inventory data is collected on the stormwater infrastructure, this asset valuation will be re-visited and updated under a separate authorization, as needed, to provide a more accurate estimate of the value of the existing stormwater infrastructure. Due to the limited availability of the data typically used in development of asset valuation (for example, numbers and types of structures and condition assessment data), this initial valuation should be considered preliminary.

The ENGINEER will develop an approach to utilize the existing stormwater infrastructure GIS data to estimate the value of the stormwater infrastructure in Clayton County. Information that will be used in this evaluation includes: the inventory data collected for Clayton County under the SPLOST program, other data on structures collected by Clayton County, the data on age of development, available electronic data from the cities participating in the stormwater utility (for example, the list of structures from Forest Park). The ENGINEER will utilize existing electronic data to the extent practical.

The ENGINEER will hold two workshops with the OWNER to discuss and obtain feedback on the proposed approach and the draft technical memorandum of recommendations/findings.

The ENGINEER will develop the final approach to produce a county-wide asset valuation that can be summarized by each participating municipality within Clayton County. A final technical memorandum (TM) will be developed that summarizes the process.

- Deliverables
- Two workshops will be held to discuss and obtain feedback on the proposed approach and the draft TM of recommendations/findings for the asset valuation. Meeting minutes from the workshops will be provided.

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- A brief TM will be developed to summarize the approach for the asset valuation.
- A TM will be developed to summarize the findings of the asset valuation analysis.

#### Task 2 - Project Management and Reporting

ENGINEER will use its internal project control system to manage all administrative activities for this PROJECT. The Project Manager will review monthly project control reports of the task activities that have been conducted during the monthly reporting period. Managing the monthly reports will confirm that the work performed is assigned to appropriate tasks, and questions about charges can be clarified. During each monthly reporting period, ENGINEER will provide OWNER a summary of the tasks completed and proposed work scheduled for the next period. Project problems, their solutions, and the milestones will be documented by ENGINEER.

The Project Manager will meet internally with project staff to obtain verbal updates on status and to identify problems for inclusion in the monthly status reports. These meetings will be conducted to confirm that tasks are being completed on schedule and that future work is properly planned.

- Deliverables**
- Monthly progress reports (six) including activities completed and proposed for the next month.
  - Monthly invoices (six).

## ARTICLE 2 — COMPENSATION

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in the Master Service Agreement.

Compensation shall be on a Per Diem basis (time and expense) with a maximum not to exceed amount of **\$59,756** without prior written approval from the OWNER.

**Table 1**  
*Costs by Task*

<b>Task</b>	<b>Labor Hours</b>	<b>Cost by Task</b>
Task 1-Inventory Support	200	\$25,200
Task 2 – Asset Valuation	224	\$25,284
Task 3- Project Management	84	\$9,272
<b>Total</b>	<b>508</b>	<b>\$59,756</b>

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Article 3 — Schedule

The scope of services in this Task Order will be provided over approximately 6 months.

Article 4 — Insurance

The insurance coverage required for this Task Order is shown at Exhibit A, "Insurance Requirements", which is attached hereto and made a part of this Agreement.

This Task Order will become part of the referenced AGREEMENT on the effective date when executed by both parties. The effective date is the latest date when this Task Order has been signed, as shown below.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

By: \_\_\_\_\_

Name

Title

For ENGINEER, CH2M HILL, INC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

By: \_\_\_\_\_

Name

Title

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EXHIBIT A  
 INSURANCE REQUIREMENTS  
 TASK ORDER No. SW-07-02

STORMWATER UTILITY INVENTORY SUPPORT

ENGINEER's Insurance

The ENGINEER will maintain throughout the completion of the above and any subsequent task orders in connection with this project and after completion as required in this Exhibit A.

(a) Workers' compensation as required by the State (Statutory) where the work is performed and Employers Liability in the amount of one million (\$1,000,000), Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. ENGINEER shall also indemnify and hold OWNER harmless for any such liability that may attach to OWNER as a "statutory employer" of any of ENGINEER's employees, agents or subcontractors. "An Alternate Employer Endorsement" naming the OWNER as a protected Alternate Employer will be added to the Workers' Compensation policy.

(b) Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000 Combined Single Limit.

(c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X, C, U perils). The OWNER is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Additional Insured endorsement; either form must be acceptable to the OWNER. The coverage is primary as to the work of the ENGINEER for the OWNER and includes separation of insureds (cross liability). Additional Insured status will be certified to the OWNER for a period of five (5) years following completion of the project. The General Liability shall cover claims for injuries to persons or damage to property arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

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In the alternative, the ENGINEER may substitute a claims made policy in the same amounts and for the same coverages, provided that it has full prior acts coverage and a five (5) year Extended Reporting Period included in the current policy.

(d) Professional Liability Insurance to include coverage for the OWNER and all Subs, Engineers and Design Consultants, with a minimum annual policy limit of \$10,000,000 per claim and in the aggregate. The OWNER may increase the limit requirements where, in the opinion of the OWNER, such increase is desired. The policy shall contain an eight (8) year Extended Reporting Period or the ENGINEER will furnish the OWNER evidence of continuing coverage for that same period of time after completion. The Retroactive date under the policy will predate any work for the OWNER. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to the OWNER in the event of termination or non-renewal.

The OWNER may elect to obtain a PROJECT or Owner's policy on a primary or excess basis. The ENGINEER will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the ENGINEER.

(e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$10,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.

(f) The ENGINEER will furnish a Certificate of Insurance to the OWNER for coverages: (a) Workers' Compensation/Employers Liability; (b) Automobile Liability; (c) Commercial General Liability; (d) Professional Liability; and (e) Umbrella Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to the OWNER in the event, or termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming the OWNER as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

Waiver of Subrogation – ENGINEER waives subrogation against OWNER as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

(g) Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, the OWNER shall not be responsible for any deductibles established by such policies

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UPON Motion by John Westervelt and seconded by Marie Barber it was unanimously

RESOLVED: to approve Task Order SW-07-02 for the Stormwater Utility Inventory Support in the amount of fifty-nine thousand seven hundred fifty-six dollars (\$59,756).

Amendment to CH2M Hill Task Order for Casey/Huie Permitting: Mr. Moy added that this Amendment to Task Order BO-00-15 is for Casey Wastewater Reclamation Facility Permitting Support. Staff recommends approval of this Amendment No. 1 in the amount of nineteen thousand seven hundred eighty-two dollars (\$19,782).

The purpose of this Task Order is to provide technical services in support of the revised NPDES Permit for the Casey Water Reclamation Facility (WRF). The upgraded permit will allow the full capacity of the plant to be discharged to the Huie Constructed Wetlands Facility and will allow the closure of the remaining land application operations.

The original authorization included the preparation of the required wasteload allocation, anti-degradation, environmental impact and design development reports and was expected to be completed in 5 months. Regulatory reviews and response to questions have extended the planned completion of the work. Based on the progress to date, the updated completion is not projected for late spring 2008, which extends the schedule approximately 9 months. This Amendment provides for additional technical and regulatory support, modeling and project management services that were not included in the original authorization.

Contract Modification Information

Original Contract Amount	\$59,090
Amendment Amount	\$19,782
Revised Contract Value	\$78,872
Funding	2005 Bond Issue

Project Managers:

CH2M Hill, Engineers – Doug Baughman  
Clayton County Water Authority – Terry Moy

AMENDMENT No. 1 TO TASK ORDER NO. BO-00-15

This Task Order is an attachment to the Master Services Agreement between CH2M HILL, INC., (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY

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(“OWNER”) for a PROJECT generally described as Casey Wastewater Reclamation Facility Permitting Support.

### Background

The purpose of Task Order BO-00-15 was to provide technical services in support of the revised NPDES Permit for the Casey Wastewater Reclamation Facility (WRF). The OWNER has proposed to transition the existing effluent disposal for the Casey WRF from partial land application system (LAS) and partial wetlands discharge to full wetlands discharge and closure of the LAS. This requires a revision to the existing NPDES permit for the facility.

The PROJECT involves the development of support documentation for the wasteload allocation, and the preparation of the anti-degradation report, environmental information document, and design development report. This Amendment is requested in order to complete the tasks that are outlined in the following additional scope of services.

### Article 1 — Scope of Services

#### Task 7 –Additional Services

The Antidegradation Report was submitted to the Georgia Environmental Protection Division (GA EPD) in November 2007. ENGINEER will respond to GA EPD review comments or questions and coordinate with the OWNER on these responses.

The ENGINEER will submit a preliminary draft of the DDR to the OWNER in electronic format for review and comment. The ENGINEER will revise the document based on the OWNER’s comments and submit the DDR and a submittal letter to the GA EPD for review. Based on comments from the GA EPD, the ENGINEER will coordinate with the OWNER and revise the draft DDR for final submittal to GA EPD. A total of 5 copies of the final DDR will be provided along with an electronic copy of the document and associated files.

The ENGINEER will submit a preliminary draft of the EID to the OWNER in electronic format for review and comment. The ENGINEER will revise the document based on the OWNER’s comments and submit the EID and a submittal letter to the GA EPD for review. Based on comments from the GA EPD, the ENGINEER will coordinate with the OWNER and revise the draft EID for final submittal to GA EPD. A total of 5 copies of the final EID will be provided along with an electronic copy of the document and associated files.

This Amendment assumes that no additional meetings with GA EPD will be required. The ENGINEER will develop up to 6 posters and provide materials (sign up sheets, comment forms, etc.) for the public meeting. This Amendment assumes the public notices will be developed by the ENGINEER and the OWNER will be responsible for publishing the notice in the newspaper.

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The ENGINEER will provide up to two staff members for the public meeting and a summary of the meeting for inclusion in the final EID.

#### Deliverables

ENGINEER will submit the following documents:

A total of 4 hard copies of the final Anti-degradation report and an electronic copy of the document (in Word or PDF)

An electronic copy of the preliminary draft EID.

A total of 5 hard copies of the final EID and an electronic copy of the document (in Word or PDF).

An electronic copy of the preliminary draft DDR.

A total of 5 hard copies of the draft DDR and an electronic copy of the document (in Word or PDF).

Up to 6 posters (for the public meeting) describing the proposed project and potential environmental impacts

Monthly progress reports including activities completed and proposed for the next month.

13 Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the terms specified in the Master Service Agreement. Compensation shall be on a Per Diem basis (time and expense) with a maximum not to exceed amount of **\$19,782** without prior written approval from the OWNER.

#### Article 3 — Schedule

This Task Order is based upon the PROJECT schedule presented in Exhibit 1. This schedule assumes the public meeting, and finalized anti-degradation report, EID, and DDR will be completed within 5 months (April 2008) from notice to proceed.

#### Article 4 — Insurance

The insurance coverage required for this Task Order is shown at Exhibit A, “Insurance Requirements”, which is attached hereto and made a part of this Agreement.

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This Task Order will become part of the referenced AGREEMENT on the effective date when executed by both parties. The effective date is the latest date when this Task Order has been signed, as shown below.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

By: \_\_\_\_\_  
Name Title

For ENGINEER, CH2M HILL, INC.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007

By: \_\_\_\_\_  
Name Title

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## EXHIBIT A

### INSURANCE REQUIREMENTS

#### TASK ORDER No. BO-00-15

#### CASEY WASTEWATER RECLAMATION FACILITY PERMITTING SUPPORT

#### ENGINEER's Insurance

The ENGINEER will maintain throughout the completion of the above and any subsequent task orders in connection with this project and after completion as required in this Exhibit A.

(a) Workers' compensation as required by the State (Statutory) where the work is performed and Employers Liability in the amount of one million (\$1,000,000), Each Per Accident, Per Disease Each Employee and Per Disease Policy Limit. ENGINEER shall also indemnify and hold OWNER harmless for any such liability that may attach to OWNER as a "statutory employer" of any of ENGINEER's employees, agents or subcontractors. "An Alternate Employer Endorsement" naming the OWNER as a protected Alternate Employer will be added to the Workers' Compensation policy.

(b) Automobile Liability insurance covering claims for injuries to persons and/or property arising from the use of motor vehicles, including onsite and offsite operations, owned, non-owned or hired vehicles, with \$1,000,000 Combined Single Limit.

(c) Commercial General Liability, Occurrence Form, including Contractual Liability, per Project General Aggregate Limit of Liability, losses caused by explosion, collapse and underground (X, C, U perils). The OWNER is added as an Additional Insured using ISO Form CG 20-10 extended to include Products/Completed Operations, or an equivalent Additional Insured endorsement; either form must be acceptable to the OWNER. The coverage is primary as to the work of the ENGINEER for the OWNER and includes separation of insureds (cross liability). Additional Insured status will be certified to the OWNER for a period of five (5) years following completion of the project. The General Liability shall cover claims for injuries to persons or damage to property arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors.

The limits of coverage shall be:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal or Advertising Injury
\$ 1,000,000	Fire Damage
\$ 5,000	Medical Payments
\$ 1,000,000	General Aggregate
\$ 1,000,000	Products/Completed Operations Occurrence and Aggregate

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In the alternative, the ENGINEER may substitute a claims made policy in the same amounts and for the same coverages, provided that it has full prior acts coverage and a five (5) year Extended Reporting Period included in the current policy.

(d) Professional Liability Insurance to include coverage for the OWNER and all Subs, Engineers and Design Consultants, with a minimum annual policy limit of \$10,000,000 per claim and in the aggregate. The OWNER may increase the limit requirements where, in the opinion of the OWNER, such increase is desired. The policy shall contain an eight (8) year Extended Reporting Period or the ENGINEER will furnish the OWNER evidence of continuing coverage for that same period of time after completion. The Retroactive date under the policy will predate any work for the OWNER. Sixty (60) days prior written notice of cancellation or non-renewal shall be given to the OWNER in the event of termination or non-renewal.

The OWNER may elect to obtain a PROJECT or Owner's policy on a primary or excess basis. The ENGINEER will amend their PRACTICE policy to provide primary or excess coverage to increase the combined limits of coverage. Deductibles included in the policies will be the responsibility of the ENGINEER.

(e) An Umbrella policy, including Excess following form, will be provided with a minimum limit of \$10,000,000 Per Occurrence and Aggregate (Per Project) and will apply over underlying policies for Automobile Liability, Commercial General Liability and Employers Liability. The Umbrella policy limits may be combined with the underlying limits to obtain the total limits required.

(f) The ENGINEER will furnish a Certificate of Insurance to the OWNER for coverages: (a) Workers' Compensation/Employers Liability; (b) Automobile Liability; (c) Commercial General Liability; (d) Professional Liability; and (e) Umbrella Liability. The certificates will include a copy of the endorsement on each policy, which requires written notice to the OWNER in the event, or termination or non-renewal of at least sixty (60) days.

The certificates for the Commercial General Liability will also include a copy of the endorsement naming the OWNER as an Additional Insured, providing primary coverage for Operations and Products/Completed Operations.

Waiver of Subrogation – ENGINEER waives subrogation against OWNER as to Workers' Compensation including Employment Practices Liability, Automobile and Commercial General Liability Policies.

(g) Each and every policy required by this contract shall be with a company that is rated by Best as A- or better. Further, the OWNER shall not be responsible for any deductibles established by such policies.

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UPON Motion by Wes Greene and seconded by John Chafin it was unanimously

RESOLVED: to approve Amendment No. 1 Task Order BO-00-15 for the Casey Wastewater Reclamation Facility Permitting Support in the amount of nineteen thousand seven hundred eighty-two dollars (\$19,782).

Policy Manual Chapter 8: Chairman McQueen called on Terry Hicks who explained the process that staff is using to develop this policy manual document. Mr. Hicks stated that included in this month's proposal is Chapter 8. The Board will find two versions of this Chapter. The first will be the draft chapter for Board review, including all items under this subject that were identified in previous minutes with our reasons for deletion or modification. The second document is the proposed final chapter incorporating these changes for Board approval. After all the chapters have been presented to the Board for review and approval, we will then adopt the full manual. This Policy Manual will then supersede all other Board actions.

Capital Improvement Plan (CIP) List for 2008 Recommendation: Chairman McQueen called on Mike Bennett, Deputy Manager, who stated that this is actually a continuation of the annual CCWA process whereby we allocate available Revenue & Extension funds for upcoming CIP projects.

Proposed 2008 CCWA CIP Program

Smith WPP Improvements	\$3,300,000
Casey Biosolids Building SCADA, Electrical, Mechanical	\$3,000,000
Automated Meter Reading (AMR) Program	\$2,500,000
Enterprise JDE/Harris Upgrades-Hardware & Service	\$1,000,000
Blalock Raw Water PS Generator	\$400,000
Remote Pressure & Chlorine Monitors	\$150,000
Casey-Biomedica	\$300,000
Northeast WRF-Roofing & Sidewalks	\$300,000

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Program Management-SDC	\$650,000
2-inch Galvanized Pipe Replacement	\$500,000
Case Iron Pipe Cleaning & Lining	\$300,000
I-75/SR54 Widening - 12-inch Relocation	\$250,000
Northbridge Road 12-inch – Rivers Edge	\$400,000
1 ½ - 2 inch Backflow Installation	\$400,000
Fire Hydrant Replacement – 2 eared	\$100,000
Upgrade “campus” Phone System-IVR	\$500,000
<b>TOTAL</b>	<b>\$14,050,000</b>

#### 2008 Capital Improvement Projects

Consistent with our “Pay as you go” financing policy, we are recommending allocating available funds in our Renewal & Extension Fund and Bond Funds for the following 2008 capital projects. The funding is available due to savings in recent projects like the Huie wetlands, phase 4 project that came in \$4 million under our preliminary budget. Funding these projects will also require the transfer of \$3 million from our operating budget to the Renewal & Extension Fund.

1. **J.W. Smith WPP Improvements** – The facility was originally constructed in 1985 and expanded in 1989. The existing infrastructure at the plant is aging and approaching the end of its useful service life. The 2005 Master Plan Update recommended CCWA invest \$8,000,000 to renovate all 8 filter units and upgrade the chemical feed systems and implement a centralized SCADA system. CCWA staff has cost effectively implemented portions of the chemical feed system and SCADA improvements.
2. **W.B. Casey Biosolids Improvements** - The 2007 Biosolids Management Plan recommended electrical, mechanical, instrumentation and control and safety improvements to the existing facility to extend the life and performance of the existing 25 year old facility. A separate primary sludge dewatering facility will be required around 2012.

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3. **Automated Meter Reading (AMR)** – In 2007, the CCWA Board recommended staff proceed with a \$10,000,000, 4-year program to convert all water meters in the system to “automated meter reading”. This program also includes the replacement of all meters over 15 years of age. The result will be significantly improved meter reading accuracy and a reduction in unaccounted for water. Significant operating expense reduction should be realized in the future with a reduction in staff.
4. **Enterprise JDE/Harris Upgrades/Hardware & Service** –The existing JD Edwards ERP software version requires an upgrade as it has become antiquated and non-supported for feature enhancements. In order to implement an upgrade of the Water Authority’s current JD Edwards Xe version to the 8.12 web enabled version, several key decision paths will have to be considered. The major one being that the existing hardware enterprise platform is nearing end-of-life (no supported upgrade path to a newer model) and needs to be replaced with a newer i570 platform as part of the software upgrade process. Currently the MIS team is planning to seek only technical reference support for the upgrade effort.
5. **Blalock Raw Water Pump Station Generator** – In 2007, an existing emergency generator from the NE Water Reclamation Facility was relocated and connected to the Terry R. Hicks WPP to provide emergency stand-by power to the treatment and finished water pumping system. This project involves the purchase and installation of an emergency power system to operate the Blalock Reservoir Raw Water Pumping Station that provides raw water to the Terry R. Hicks WPP. This project will complete the first emergency power system for our water production plants.
6. **Remote Water Pressure & Chlorine Monitors** – Water Production currently has remote pressure and chlorine residual monitors installed only a repump stations and elevated tanks. The current monitors are not sufficient to monitor system pressure and chlorine residual status and/or to detect pressure drops due to local main breaks or potential contamination events.
7. **W.B. Casey Biomedia Replacement** – The odor control systems installed at the new wastewater treatment facilities require periodic replacement of the biomedia that is used to capture the odor causing compounds. This project will replace about 1/3 of the existing media.
8. **Northeast WRF Roofing & Sidewalk** – These need improvements were attempted to be included with the available funds under the current plant expansion construction contract. Change order contract prices were significantly above the consultant estimate therefore a separate bid package will be put together to secure optimal pricing for this project.
9. **Program Management – Services During Construction** – The FY 2008 Services During Construction Task Order with a projected budget of \$650,000 includes Program Management (PM) and Services During Construction (SDC)

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provided by CH2M Hill during Fiscal Year 2008 (May 1, 2008 through April 30, 2009). PM includes the services of CH2M Hill staff related to overall program management and tracking of schedules, budgets, and resources for all CH2M Hill projects. SDC includes construction related services for Huie Constructed Wetlands Phase 4 (Part 2); Camp Creek Stream Restoration; and miscellaneous tank painting projects.

- 10. 2-Inch Galvanized Pipe** – CCWA currently has 175,000 liner feet (33 miles) of old 2-inch galvanized pipe in the system that contributes greatly to discolored water and low pressure complaints. In addition, these small lines can not meet fire flow requirements for the protection of public health.
- 11. Cast Iron Pipe Cleaning & Lining** - CCWA currently has 60,000 liner feet of old unlined cast iron pipe in the system that contributes greatly to discolored water complaints. These pipes were manufactured before new technology developed that allowed a cement mortar lining to be placed inside the pipe to prevent iron pipe corrosion that occurs at the water and iron pipe interface. CCWA plans to clean and line these cast iron pipes in the next 5 years by investing \$ 300,000 per year
- 12. I-75 & State Road 54 12-inch Pipeline Relocation** – The Georgia DOT has current plans to widen this intersection which will require the relocation of 1,300 linear feet of 12-inch water line.
- 13. Northridge Road 12-inch Pipeline to Northridge Development** – This project includes the installation of 4,700 linear feet of 12-inch pipe to be able to serve the River's Edge development directly from Noah's Ark pump station in lieu of the current in-line booster pump system located near the JW Smith WPP.
- 14. 1 ½-inch to 2-inch Backflow Assembly Installation** – This project is the final year of funding to install backflow prevention devices on all 1 ½-inch and 2-inch commercial meters.
- 15. Fire Hydrant Replacement** – There are approximately 250 old “2-eared” (2 ½-inch nozzles) fire hydrants remaining in the system. All current standard fire hydrants have a 4 ½-inch pumper connection in addition to the 2, 2 ½-inch nozzles to facilitate maximum water availability to match up with standard fire department pumper nozzle connections of 4 ½-inches.
- 16. Upgrade “Campus” Phone System to IVR** - The core of the Water Authority's Battle Creek Road headquarters complex existing telephone system is an AT&T System-75 purchased in 1989. This was upgraded in 1999 to an Avaya Definity System. This antiquated system lacks the availability of replacement parts and is currently in need of significant upgrades. To best take advantage of today's technologies and to ensure a core system that can support the Water Authority for at least ten years, a VoIP (voice over internet protocol) system should be the direction of our future. A move in this direction will require an upgrade in the Water Authority's LAN (local area network) and WAN (wide area network) infrastructures. However, with this investment, the Water Authority will be able

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to consolidate the disparate telephone systems at its remote plants into a single centralized system over the coming three to four years which will reduce monthly reoccurring costs to the local carrier and reduce administrative overhead of the many systems into a single system to administer.

Staff's recommendation to fund these CIP projects will require the transfer of \$3 million from our operating budget to the Renewal & Extension Fund.

UPON Motion by John Westervelt and seconded by Marie Barber it was unanimously

RESOLVED: to approve the allocation of funds in the Renewal and Extension Fund for the Capital Improvement Projects as listed and to transfer three million dollars (\$3,000,000) from our operating budget to the Renewal & Extension Fund (R&E) to fund these Capital Improvement Projects (CIP).

MNGWPD Toilet Rebate Program: Chairman McQueen called on Mike Thomas, General Manager, who stated that we have been working with the Metropolitan North Georgia Water Planning District to implement a regional toilet rebate program. We now have a draft memorandum of agreement from the District which basically spells out that the District will administer the program.

The MNGWPD has agreed to administer a toilet rebate program for the region. This will be a cost effective way for CCWA to offer our customers a rebate for replacing old, inefficient toilets. The basic steps of the program are listed below.

1. Customer applies to MNGWPD for rebate.
2. MNGWPD determines customers eligibility for the rebate based on the following:
  - a. Date house was built – must have been built before plumbing code change in 1993 that required 1.6 gallon per flush toilets in all new construction.
  - b. Appropriate toilet model and type – must meet industry standards and gallon per flush requirements.
  - c. Recent copy of applicant's water bill to verify it is a CCWA customer.
  - d. Original copy of receipt for purchase of toilet.
3. MNGWPD forwards list of eligible customers to CCWA on a weekly basis.
4. CCWA insures customer is current on payments, notifies MNGWPD of acceptance or rejection and applies appropriate credit to customer's water bill.
  - a. \$100 for 1.28 gallon per flush toilets.
  - b. \$50 for 1.6 gallon per flush toilets.
5. MNGWPD sends customer letter notifying them of acceptance or rejection and includes information on how to conduct a home water use audit.

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6. MNGWPD invoices CCWA \$10 per accepted application on a quarterly basis.

Customers are limited to two rebates per household. CCWA will determine how much to budget each year for the rebate program and once these funds are exhausted the District will not process any more applications until additional funding is allocated. The Memorandum of Agreement is under review by CCWA legal counsel. Staff recommends that the Board authorize the General Manager to sign the agreement after review and resolution of any issues by CCWA legal counsel.

UPON Motion by Marie Barber and seconded by John Westervelt it was unanimously

RESOLVED: to approve the Memorandum of Agreement with the Metropolitan North Georgia Water Planning District (MNGWPD) for the Toilet Rebate Program as outlined and to authorize the General Manager to sign the agreement after review and resolution of any issues by CCWA legal counsel.

College Park Memorandum of Understanding (MOU) for Sewer Feasibility Study:  
Mr. Thomas stated that at the last Board meeting the Board had approved the Task Order for the College Park Sewer Feasibility Study. Legal counsel, Steve Fincher, has drafted a Memorandum of Understanding (MOU) between the Water Authority and College Park that needs the Board's approval.

The City of College Park has expressed an interest in diverting wastewater flows from one of its connections/pipelines to the City of Atlanta and connecting to the CCWA system. College Park has an existing connection to the CCWA sewer system, but we are unsure if the sewer line in this location has adequate capacity.

The purpose of this study is to investigate the possibility of connecting to the CCWA's sanitary system in two other locations. The work will also estimate the amount of flow to be delivered and provide a rough construction cost estimate. The results of this study will help College Park determine the feasibility of proceeding with additional detailed engineering activities. The Board approved the CH2M HILL Task Order at the December 2007 Board Meeting.

CCWA attorney Steve Fincher has prepared a Memorandum of Understanding between CCWA and College Park that clarifies the arrangement and requires College Park to make the full payment for this study up-front. Staff recommends allowing the General Manager to sign the MOU with College Park.

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**STATE OF GEORGIA  
 COUNTY OF CLAYTON**

**SEWER FEASIBILITY STUDY  
 MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum"), by and between CLAYTON COUNTY WATER AUTHORITY, (the "Authority"), a public body corporate and politic of the State of Georgia, and the CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Georgia, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007. The City and the Authority may herein be referred to individually as "Party" or collectively as the "Parties."

**WHEREAS**, the City is a municipal corporation organized and existing under the laws of the State of Georgia and is vested with the power to provide water and sewerage services to its citizens pursuant to Article IX, Section II, Paragraph III of the Constitution of the State of Georgia; and

**WHEREAS**, the Authority has been duly and legally created by an Act of the General Assembly of the State of Georgia (Ga. Laws 1955, p. 3344 et seq.) and is authorized and empowered to perform any functions normally maintained by a water and sewerage system and to do all things deemed by the Authority necessary, convenient, and desirable for and incident to the efficient and proper development and operation of such undertakings; and

**WHEREAS**, the City has requested that the Authority explore the feasibility of the Authority accepting, transporting and treating sanitary sewage waste being generated within the corporate limits of the City of College Park; and

**WHEREAS**, certain necessary engineering and costs feasibility studies must be conducted and compiled to facilitate a potential future additional Sanitary Sewer Service Agreement between the Parties.

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Authority and the City hereby agree as follows:

**Section 1. Term of Agreement**

The term of this Agreement shall be one (1) year, unless otherwise terminated by the Parties by written agreement.

**Section 2. Feasibility Study**

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The Authority shall contract with a qualified third party, of its sole choice, to conduct and compile the following engineering and costs feasibility study (“Feasibility Study”)

- (a). A study of the necessary design and construction, and an estimation of the costs therefore, of a gravity sewer line connecting a portion of the sanitary sewer outflow systems of the City to the sanitary sewer transmission and treatment system of the Authority. Included in this study shall be a determination of necessary right-of-ways, and the estimated costs therefore, that must be acquired to accommodate the construction of the sewer line.

The City shall have the right to:

- (b) review the contract for the Feasibility Study prior to execution, so as to insure that its interest are properly considered,
- (b) reject the Feasibility Study Contract, prior to execution, and cancel this contract if the costs or methodology are unacceptable to the City; and
- (a) upon its completion, an original copy of the Feasibility Study

### **Section 3. Consideration**

The City agrees to fund the costs of the Feasibility Study. Upon execution, the City shall pay fifty thousand dollars (\$50,000) to the Authority, said funds representing a deposit in anticipation of expected expenditures. If the costs of the Feasibility Study are anticipated to exceed this amount, the Authority shall not contract for the expenditure of these funds until it has conferred with the City and received a written commitment from the City that the City will prepay the entire projected costs of the Feasibility Study.

### **Section. 4. Reimbursement of Unused Funds**

If, upon the completion of the feasibility study, and payment in full for the costs therefore, the Authority has not expended any portion of prepayments made by the City, the Authority will reimburse such funds to the City, within thirty (30) days of the delivery of the completed studies.

### **Section 4. Other Obligations**

Notwithstanding anything contained herein, absent further written agreement between the parties, neither the Authority nor the City shall have any further rights or obligations to either send or accept outflow not currently the subject of an existing agreement between the parties.

### **Section 5. Notice**

All notices required or permitted to be given pursuant to this Agreement shall be in writing (the “Notice”) and shall be deemed sufficiently given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving Party, (b) deposited in

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the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid, or (d) via facsimile with a copy sent that same day via (a), (b), or (c) to the following address as may be amended by the Party, in writing:

**THE CITY:**  
City of College Park  
3667 Main Street  
Post Office Box 87137  
College Park, Georgia 30337  
Attention: City Manager

**THE AUTHORITY:**  
Clayton County Water Authority  
1600 Battle Creek  
Morrow, Georgia 30260  
Attention: General Manager

**Section 6. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements or understandings between the Parties with respect to such subject matter. No amendment or waiver of this Agreement or any provision hereof shall be effective unless in writing signed by the Party to be so bound.

**IN WITNESS WHEREOF** the undersigned have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**CITY OF COLLEGE PARK**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk  
(Seal)

**CLAYTON COUNTY WATER AUTHORITY**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary  
(Seal)

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UPON Motion by Wes Greene and seconded by John Chafin it was unanimously

RESOLVED: to approve the Memorandum of Understanding (MOU) for the Sanitary Sewer Connection Assessment between College Park and CCWA and to authorize the General Manager to sign the Sewer Feasibility Study agreement.

Emergency Sewer Upgrade on Southern Road Recommendation: Mr. Thomas stated that Southern Road is located just off Jonesboro Road where Fresh Express and Toto Industries are located.

Two of CCWA's largest water and sewer customers (Fresh Express and Toto Industries) discharge sewer to a gravity line on Southern Road. This sewer line is currently at capacity and Fresh Express is proceeding with a process expansion that will significantly increase water use and sewer flows. In order to provide adequate sewer capacity and avoid sewer overflows, CCWA staff proposes to upsize the sewer lines on Southern Drive.

It appears that the most cost effective option would be to conduct what is known as "pipe bursting" where the sewer line diameter is increased by forcing a hammer-type device through the existing line and pulling a larger pipe through to the next manhole as shown below.

In order to avoid sewer overflows or back-ups, this work must be done as soon as possible. We are requesting Board approval of an emergency purchase to authorize the selection of a contractor utilizing quotes rather than advertised sealed bids. CCWA staff is currently developing cost estimates for this work and will present these at the February Board meeting. CCWA staff is also negotiating with Fresh Express for impact fees for the additional flows to help fund this work.



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UPON Motion by Wes Greene and seconded by John Chafin it was unanimously

RESOLVED: to approve an emergency purchase to authorize the selection of a contractor utilizing quotes rather than advertised sealed bids. CCWA staff is currently developing cost estimates for this work and will present these at the Board meeting.

Ms. Barber wanted to commend fellow Board member, John Chafin, for his insight into the City of Riverdale's request for painting the city's logo on our water tower located within the city of Riverdale.

UPON Motion by John Chafin and seconded by Lloyd Joiner it was unanimously

RESOLVED: that the Board adjourn into executive session for land, legal, and personnel issues. The Board reserves the right to return to open session.

The Board returned to open session.

Mr. Thomas stated that one project Terry Hicks is working on is to inventory all property that the Authority owns. Commissioner Michael Edmondson has inquired about the old Jackson site as a possible location for a county recreational center. We have some small parcels in Jonesboro and in other areas where we use to have lift stations or water tanks. Mr. Thomas will keep the Board informed of the inventory results.

Mr. Thomas added that Carol Lambert at the Wetland Center surveys different species of birds found on the property and has found ninety-six (96) species, ten (10) more than they have ever found before.

Mr. Thomas stated that the Authority had started an intern program with the Clayton County Public Schools a few years ago. Last year we expanded it to use a summer high school intern in Engineering and one in Customer Service. This has been a really good program for us, and we would like to add a college intern in Engineering to do work for us on the GIS side. To add a part time college intern for the remainder of the year would take about thirty-three hundred dollars (\$3,300), which staff is recommending to the Board. This would become part of the budget process for next year.

UPON Motion by Wes Greene and seconded by Marie Barber it was unanimously

RESOLVED: to approve the addition of a part time college intern for the Engineering Department for the remainder of the year at a cost of about thirty-three hundred dollars (\$3,300).

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Mr. Thomas stated that the project at the Northeast Plant is near completion and we would have an opportunity to do a dedication ceremony, if this is the desire of the Board. The Board suggested that we plan some type of dedication ceremony sometime in April or May.

Mr. Thomas stated that last year the Board approved public fishing at the Shoal Creek Reservoir. The weather was a big part of not having more participation during the six (6) weekends that we opened the reservoir for this fishing. We had to man the facility and this ended up costing the Authority five or six thousand dollars (\$5,000 or \$6,000). Mr. Thomas added that his recommendation is to repeat what we did last year for one (1) more year and then look at it again after this year. The Board agreed.

Mr. Thomas explained that our new Conservation Rate Adjustments really affect a lot of things. One issue that we have is the billing of accounts that are located outside Clayton County. The Board policy in the past was that we would charge these customers the higher rate whether it was our retail rate or the rate of the jurisdiction the customer was in. At the time this policy was made, our rates were significantly lower than our neighbors. We now have a very complex rate structure, as do our neighbors. We have a tiered conservation rate, as does Henry County, but theirs is different than ours and their minimum is different than ours. Mr. Thomas proposes that we charge our retail rates to all customers.

Upon Motion by Marie Barber and seconded by John Westervelt it was unanimously

RESOLVED: to approve charging all our customers our retail rates regardless of location.

Mr. Thomas stated that currently we charge a minimum fee based on the size of the meter. Most residential meters are 5/8" meters, but sometimes people need a bigger meter to increase flow to their house. We have about seven hundred (700) residential meters that are larger than 5/8" and the customer pays higher minimums. Our proposal is that residential customers would pay the same minimum amount, regardless of meter size.

Upon Motion by Wes Greene and seconded by Lloyd Joiner it was unanimously

RESOLVED: to approve charging the same minimum fee for single family residential meters, regardless of the size of the meter.

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Mr. Thomas stated that with Terry Hicks' work on the policy manual we are rapidly going through every policy that the Board ever adopted and deleting some and changing some. Mr. Thomas would like the Board to consider taking half a day to again review the proposed changes and maybe combine this with the Board retreat to review the budget. Mr. Thomas suggested that the Board might want to consider combining this with the April Board meeting on April 3<sup>rd</sup>. The Board agreed. Mr. Thomas will work out the details and let the Board know at the next meeting.

Mr. Thomas stated that Emory has mentioned that we are working on the budget and Mr. Thomas and Mr. Bennett have been meeting with some department heads to discuss their budgets and personnel requirements.

Chairman McQueen stated that management would like for any salary projections or changes to be included in the draft budget proposal, but the Board, if they so desire, can wait until the budget retreat.

Mr. Thomas did remind the Board that annually our Human Resources department reviews twenty percent (20%) of the positions of the Water Authority and benchmarks them against our competitors and surrounding utilities. We reevaluate their job descriptions and what they are doing now and out of that twenty percent (20%) review we recommend that some of their salaries be adjusted, usually one grade - five percent (5%). We look at twenty percent (20%) each year, so every five (5) years everyone's position is reviewed. This is part of the budget recommendation.

Mr. Thomas wanted the Board to know that at the February meeting he will be bringing to the Board a vehicle use proposal. CCWA employees that have take-home vehicles have been keeping a log for the past three months and submitting them to Mr. Thomas.

Board member, Wes Greene, stated that he had received some calls in regard to the Authority no longer sending a reminder notice to our customers.

Mr. Thomas stated that the Board had voted to no longer send the reminder notices which confused our customers as to when their account was due and the amount that was due. This resulted in a substantial saving for the Authority.

Mr. Thomas wanted to remind the Board that the AWWA conference is in Atlanta this year, the second week of June. Mr. Bennett will see that the Board is registered for "Exhibits Only" and Mr. Thomas added that our facilities are still on the tour list for the conference.

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Mr. Thomas reminded the Board that the Chamber of Commerce Banquet will be on Saturday, March 8, 2008.

Upon Motion by Wes Greene and seconded by John Westervelt it was unanimously

RESOLVED: to adjourn the regular session board meeting.

There being no further business to come before the open meeting, the meeting was adjourned.

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Pete McQueen, Chairman

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Walter Marie Barber, Secretary/Treasurer