

## CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road  
Morrow, Georgia 30260

Regular Board Meeting, August 3, 2006

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, and John M. Chafin. General Manager, M. Wade Brannan, Deputy Manager, Terry R. Hicks, Department Managers, Mike Thomas, Guy Pihera, Herbert Etheridge, and Teresa Adams, Project Engineer, Mike Buffington, Finance Director, Emory McHugh, Customer Accounts Director, Labeebah Thompson, Contract & Procurement Administrator, Karen Riser, MIS Director, Rodney Crowell, Human Resources Director, Ed Durham, Public Information Officer, Suzanne Brown, and Executive Secretary, Janet Matthews. Also present were: Steve Fincher of Fincher, Denmark & Williams, and Mike Bennett from CH2M Hill. CCWA employees present were: Sara Addison, Dan Doss, Brandon Harris, and Bruce Taylor. Board member, Doug Bonner, was not present.

Chairman McQueen called on Sara Addison 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, July 13, 2006. Hearing none they were approved as received.

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 and explained that this covered the two-month period ending June 30, 2006.

Employee Recognition: Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who introduced Brandon Harris, our summer intern in the Engineering section. This is the third year that the Authority has had this program and it has been very successful.

Last year, Brandon went to Clayton State and finished up his high school senior year along with accruing enough college credits that this coming year he will be a sophomore. Fortunately, Brandon's schedule is flexible enough that we are going to be able to keep him on a couple of days a week. This will be good for us as he has been a big help working with the Engineering Department. Brandon has done everything from supporting our survey crews in the field, scanning easements and property plats, digitizing property and sewer taps and helping us to get a lot of data into GIS that had a lower priority, but was needed in the system.

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Mr. Thomas thanked the Board again for their support of this program, which has been a real success for the Authority.

Employee Service Recognition: Chairman McQueen called on Terry Hicks, Deputy Manager who recognized Dan Doss, who has been with the Authority for twenty (20) years. Mr. Hicks stated that Dan was born and raised in Galesburg, Illinois, and moved to this area in 1985. Dan came to work as a Plant Operator at the Casey Plant in 1986 and was in that position for twelve years. The last eight (8) years Dan has been in the Pelletizing facility. The Pelletizing facility was something that the Authority did for the beneficial reuse of sludge. Later, we did composting, but have discontinued that process. Because of people like Dan, James Perkins, and some of their predecessors, that has taken pride in that particular facility, this facility has been recognized in our industry along with being beneficial to the Authority. Mr. Hicks thanked Dan for his good service and his dedication for the past twenty (20) years. Mr. Doss received a “thank you” from the Board and a round of applause as Ms. Brown took a photo.

Chairman McQueen called on Guy Pihera, Manager of Water Production, to give a water report to the Board.

Mr. Pihera stated that we are utilizing our stored water in our reservoirs right now since we have had little rainfall. We are five and one half inches (5 ½”) below normal for the year. There is not much water available to pull from the river. Our reservoirs are down to ninety-one per cent of their capacity, but we are in good shape.

Automatic Distribution Flushing Device Recommendation: Chairman McQueen called on Herbert Etheridge, Manager of Maintenance & Construction, who stated that Automatic Water Distribution Flushing Devices are installed in our distribution system to flush mains that are historically low in Chlorine Residual. Mr. Etheridge added that we use to manually flush these sites through a hydrant. After buying one of these Flushing Devices, we realized quickly that they pay for themselves in about six (6) months. We only have to check on them once a month and change the battery twice a year like a smoke detector.

Mr. Etheridge stated that staff recommends that the Authority purchase fourteen (14) additional Hydro Guard Automatic Distribution System Flushing Devices from Utility Sales & Services, Incorporated, in the amount of forty-six thousand two hundred dollars (\$46,200).

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Clayton County Water Authority  
 Automatic Water Distribution System Flushing Devices

These automatic flushing devices are used in the Distribution System to flush mains that are historically low in Chlorine Residual. This flushing is required to meet Federal and State Standards regarding Chlorine Residual.

CCWA currently has 11 of these devices in service and needs to add 14 additional units. We save an average of \$562.00 per site/per month in labor cost using these Automatic Flushing Devices. At this rate of savings, these devices “pay for themselves” in approximately 6 months.

Employees visit these sites monthly to check the device for proper operation and take a Chlorine Reading. If needed, they make a simple programming change to lengthen the duration and/or frequency of flushing.



Clayton County Water Authority  
 Automatic Water Distribution System Flushing Devices  
 August 2006

Vendor	Bid
Utility Sales & Services, Inc. Griffin, GA	\$46,200.00
Inman & Associates, Inc Moody, AL	\$47,110.00
Environmental Enhancements & Technologies Naples, FL	\$55,300.00

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CCWA staff recommends purchasing 14 Hydro Guard Automatic Distribution System Flushing Devices from Utility Sales & Services in the amount of \$46,200.00.

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

RESOLVED: to accept staff's recommendation to purchase fourteen (14) additional Hydro Guard Automatic Distribution System Flushing Devices from Utility Sales & Services Incorporated, in the amount of forty-six thousand two hundred dollars (\$46,200).

4 Wheel Drive Mowing Tractor Recommendation: Mr. Etheridge stated that our Sewer Line Maintenance Section got into the sewer outfall clearing business about a year and a half (1½) ago. This year's budget includes the purchase of a Mowing Tractor to maintain these outfalls.

Clayton County Water Authority  
4WD Mowing Tractor  
Purchase recommendation

The Sewer Line Maintenance Section has the need for a 4 Wheel Drive Mowing Tractor to maintain Sewermain Easements. This proposed purchase was approved in the FY 2006 Budget. Staff recommends purchasing a Kubota M7040HDC 4 Wheel Drive Tractor from Lashley Tractor Sales under the State of Georgia Contract in the amount of \$27,450.00. This price is \$550.00 below the budgeted amount of \$28,000.00.

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

RESOLVED: to accept staff's recommendation to purchase a Kubota M7040HDC 4 Wheel Drive Tractor from Lashley Tractor Sales, under the State of Georgia Contract, in the amount of twenty-seven thousand four hundred fifty dollars (\$27,450.00).

CCWA Uniform Bid Recommendation: Chairman McQueen called on Teresa Adams, Manager of General Services, who stated that staff advertised the Annual Uniform bid and received four (4) responses. Of the four (4) bids, Command Uniforms was the lowest and most responsive bidder. Staff recommends that the bid be awarded to Command Uniforms based on the unit prices shown in the bid tabulation sheet and with the stipulation that the contract may be extended for year 2 and 3 by mutual consent of both parties as long as terms, conditions, and prices do not change.

Clayton County Water Authority  
 Annual Uniform Bid  
 August 2006

Style #	Description	T & T	COMMAND UNIFORMS	AMERI-PRIDE UNIFORMS	ARAMARK	Riverside
SP50MB	SHIRTS - BUTTON DOWN	14.95	14.75	19.97	14.49	No Bid
ALTERNATE MANUFACTURER:					WO 101	
SPECIAL ORDER SIZES			31.25			
SP13MB	SHIRTS - BUTTON DOWN	10.40	11.00	14.25	14.49	
ALTERNATE MANUFACTURER:					UNISEX	
SPECIAL ORDER SIZES			22.75	15.25		
SP50WH	SHIRTS - BUTTON DOWN	14.45	14.40	18.90		
ALTERNATE MANUFACTURER:						
SPECIAL ORDER SIZES			29.65			
SP13WH	SHIRTS - BUTTON DOWN	11.00	11.00	13.95		
ALTERNATE MANUFACTURER:						
SPECIAL ORDER SIZES			22.50			
SP56KH	SHIRTS - BUTTON DOWN	17.50	17.50	23.05		
ALTERNATE MANUFACTURER:						
SPECIAL ORDER SIZES			29.60			
SP60MB	SHIRTS - BUTTON DOWN	12.95	11.95	16.15	19.99	
ALTERNATE MANUFACTURER:					WO 122	
SPECIAL ORDER SIZES			4XL&up \$24.50			
SP23MB	SHIRTS - BUTTON DOWN	9.00	9.50	11.95		
ALTERNATE MANUFACTURER:						
SPECIAL ORDER SIZES			18.75			

SP60WH	SHIRTS - BUTTON DOWN	<b>12.75</b>		<b>12.75</b>		15.75		19.99		
ALTERNATE MANUFACTURER:										
SPECIAL ORDER SIZES				<b>29.65</b>						
SP23WH	SHIRTS - BUTTON DOWN	<b>9.00</b>		9.50		12.15				
ALTERNATE MANUFACTURER:										
SPECIAL ORDER SIZES				<b>18.25</b>						
SP66KH	SHIRTS - BUTTON DOWN	15.25		<b>15.50</b>		20.40				
ALTERNATE MANUFACTURER:										
SPECIAL ORDER SIZES				<b>25.60</b>						
TP23LB	SMOCK - BUTTON DOWN - L	<b>9.00</b>		11.50		16.25		17.59		
ALTERNATE MANUFACTURER:								631.00		
SPECIAL ORDER SIZES		N/A		<b>24.35</b>						
CT30NV	COVERALLS - INSULATED - TWILL/NAVY/65% POLY/35% COTTON									
CT30NV	SHORT (M & L)	47.00		<b>46.50</b>		59.50		79.99		
CT30NV	REGULAR (S - 4XL)			<b>46.50</b>		59.50				
CT30NV	LONG (M - 2XL)			<b>46.50</b>		59.50				
ALTERNATE MANUFACTURER:								WO 325		
SPECIAL ORDER SIZES				<b>95.75</b>						
CT10NV	COVERALLS -NON-INSULATED - TWILL ACTION BACK/NAVY/65% POLY/35% COTTON									
CT10NV	SHORT (M & L)	<b>24.25</b>		37.50		30.25		27.99		
CT10NV	REGULAR (S - 4XL)	24.25		<b>22.00</b>		31.25				
CT10NV	LONG (M - 2XL)	24.25		<b>22.00</b>		32.25				
ALTERNATE MANUFACTURER:								WO 316		
SPECIAL ORDER SIZES				<b>52.00</b>						
JT50NV	JACKET - QUILTED HIP PERMA-LINED PANEL/NAVY									
JT50NV	REGULAR LENGTH	<b>25.00</b>		26.50		35.65		31.99		
JT50NV	LONG LENGHTS (M - 4XL)	<b>25.00</b>		26.50		36.65				
ALTERNATE MANUFACTURER:								WO 305		
SPECIAL ORDER SIZES				<b>55.00</b>						
1622-405	HARTWELL JACKET -	17.00		<b>16.50</b>		16.65		19.99		

ALTERNATE MANUFACTURER:						WO 355	
SPECIAL ORDER SIZES			<b>17.50</b>				
2000.00	MILLENNIUM PARKA						
2000.00	REGULAR (S - XL)	63.00	<b>59.50</b>		51.00	55.99	
2000.00	REGULAR (2XL - 5XL)	67.00	<b>65.00</b>		55.00		
2000L	LONG (S - XL)	67.00	<b>59.50</b>		54.00		
2000L	LONG (2XL - 5XL)	67.00	<b>66.00</b>		57.00		
ALTERNATE MANUFACTURER:					TRI-MOUNTAIN	WG 405	
PT10NV	PANTS - NAVY	14.25	<b>13.50</b>		19.45	23.99	
ALTERNATE MANUFACTURER:						2015 WG	
SPECIAL ORDER SIZES			<b>28.95</b>				
PT30NV	PANTS - NAVY/ RELAXED	<b>14.25</b>	15.50		20.85	15.99	
ALTERNATE MANUFACTURER:						WO 201	
SPECIAL ORDER SIZES			<b>35.95</b>				
PT10NV	PANTS - NAVY	17.75	<b>17.50</b>		22.50	15.99	
ALTERNATE MANUFACTURER:		PC20NV	<b>PC10NV UP TO 52"</b>			WO 201	
SPECIAL ORDER SIZES			<b>38.45</b>				
PT11VN	PANTS - NAVY	<b>14.00</b>	<b>14.00</b>		19.25	19.99	
ALTERNATE MANUFACTURER:						WO 1877	
SPECIAL ORDER SIZES			<b>29.80</b>				
PT59NV	PANTS - NAVY	14.25	<b>14.00</b>		19.25	19.99	
ALTERNATE MANUFACTURER:						WO 1877	
SPECIAL ORDER SIZES			<b>29.70</b>				
PC13NV	PANTS - NAVY	16.45	<b>15.00</b>		25.45	27.99	
ALTERNATE MANUFACTURER:						WO 2287	
SPECIAL ORDER SIZES			<b>35.40</b>				
PT26NV	SHORTS - NAVY	<b>10.60</b>	11.75		15.75	15.00	
ALTERNATE MANUFACTURER:						WO 227	
SPECIAL ORDER SIZES			<b>24.20</b>				
SK26LB	SHIRT - POLO	14.00	<b>13.75</b>		16.25	12.99	
ALTERNATE MANUFACTURER:						WO 1120	

SPECIAL ORDER SIZES		1-3PCS-\$29.35 4-5PCS-\$23.50 6-49PCS-\$20.50 50+PCS-\$17.60	<b>25.75</b>				
SK26LB	SHIRT - POLO 4" Long Body	1-3PCS-\$29.35 4-5PCS-\$23.50 6-49PCS-\$20.50 50+PCS-\$17.60	<b>25.75</b>				
SK26WH	SHIRT - POLO W/POCKET	14.00	<b>13.75</b>	15.95		12.99	
ALTERNATE MANUFACTURER:						WO 1120	
SPECIAL ORDER SIZES		1-3PCS-\$29.35 4-5PCS-\$23.50 6-49PCS-\$20.50 50+PCS-\$17.60	<b>25.75</b>				
SK26WH	SHIRT - POLO W/POCKET 4" LONG BODY CUT	1-3PCS-\$29.35 4-5PCS-\$23.50 6-49PCS-\$20.50 50+PCS-\$17.60	<b>25.75</b>				
SK26KH	SHIRT - POLO W/POCKET	14.00	<b>13.75</b>	16.85		12.99	
23214RDN	DICKIE CARGO 32"	<b>19.65</b>	21.00	26.40		23.99	
ALTERNATE MANUFACTURER:						25.15	
23214RDN	DICKIE CARGO 34"	21.50	<b>21.00</b>				
1577	TRUE-SPECS BDU NAVY	20.00	<b>19.95</b>	32.00			
ALTERNATE MANUFACTURER:		PROPER		ROTHCO			
1577L	TRUE-SPECS BDU NAVY 35"INSEAM	20.00	<b>19.95</b>	36.00			
ALTERNATE MANUFACTURER:		PROPER		ROTHCO			
1335	TRUE-SPECS BDU NAVY	27.00	<b>26.95</b>	30.00			

	32"INSEAM SIZE S-3XL						
ALTERNATE MANUFACTURER:					ROTHCO		
1335L	TRUE-SPECS BDU NAVY 35"INSEAM SIZE S-3XL	27.00	<b>26.95</b>		32.00		
ALTERNATE MANUFACTURER:					ROTHCO		
	NAME PLATES 1.5" X 3.5"	2.00	0.95		<b>NO CHARGE</b>		NO CHARGE

	<b>T &amp; T</b>	<b>COMMAND UNIFORMS</b>	<b>AMERI-PRIDE UNIFORMS</b>	<b>ARAMARK</b>	<b>Riverside</b>
<b>ANNUAL ORDER DELIVERY AND LEAD TIME</b>	4 WEEKS	1-30 DAYS	40 DAYS	7-14 Days	
<b>NEW HIRE DELIVERY AND LEAD TIME</b>	48-72 HOURS	1-10 DAYS	14 DAYS	7-14 Days	
<b>PAYMENT TERMS</b>	NET 30	NET 30	NET 30	NET 30	

Staff recommends awarding Command Uniforms the annual uniform contract for the above bid amounts.

Staff recommends this contract may be extended for Year 2 and Year 3 by mutual consent by both parties, with no changes to terms, conditions, and price.

Funding Source: 2006 Operating Budget

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

RESOLVED: to approve staff's recommendation to award the Annual Uniform bid to Command Uniforms based on the unit prices shown in the bid tabulation sheet and with the stipulation that the contract may be extended for year 2 and 3 by mutual consent of both parties as long as terms, conditions, and prices do not change.

Water Service Installation Recommendation: Chairman McQueen called on Mike Thomas, Manager of Program Management & Engineering, who reviewed with the Board the Authority's procedures for Water Service Line installation. Mr. Thomas, through some slides, showed the typical layout in a subdivision of the water and sewer lines and reviewed the procedures with the Board. Mr. Thomas added that staff is recommending that the water service line be installed by our contractor at the time of meter installation – or – the developer's contractor can install them at the time of water main installation, if they provide a 5 foot easement outside the existing right-of-way to contain the water meter box. This will keep the service line deep enough to prevent damage by other utilities.

#### Water Service Line Installation Recommendation

CCWA's current method of water service line installation is to have the developer's contractor install the services at the time they are installing the main water distribution lines. This method was chosen in the past in an attempt to make the process of installing services efficient and convenient for the developer. However, we have been experiencing several problems as a result of this policy. The biggest issue with the current procedure is that the service lines are frequently damaged when other utilities are installed in the development. If this occurs, it is usually not discovered until a meter installation is requested and we are unable to set the meter until the developer can get a contractor back on site to locate and repair the service line. This is often difficult because the original contractor is no longer on site, there can also be disputes about who will pay for the repairs. Another issue is that with the services stubbed out to the future meter location, some folks are sometimes tempted to illegally tie onto the service line before the meter is installed.

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



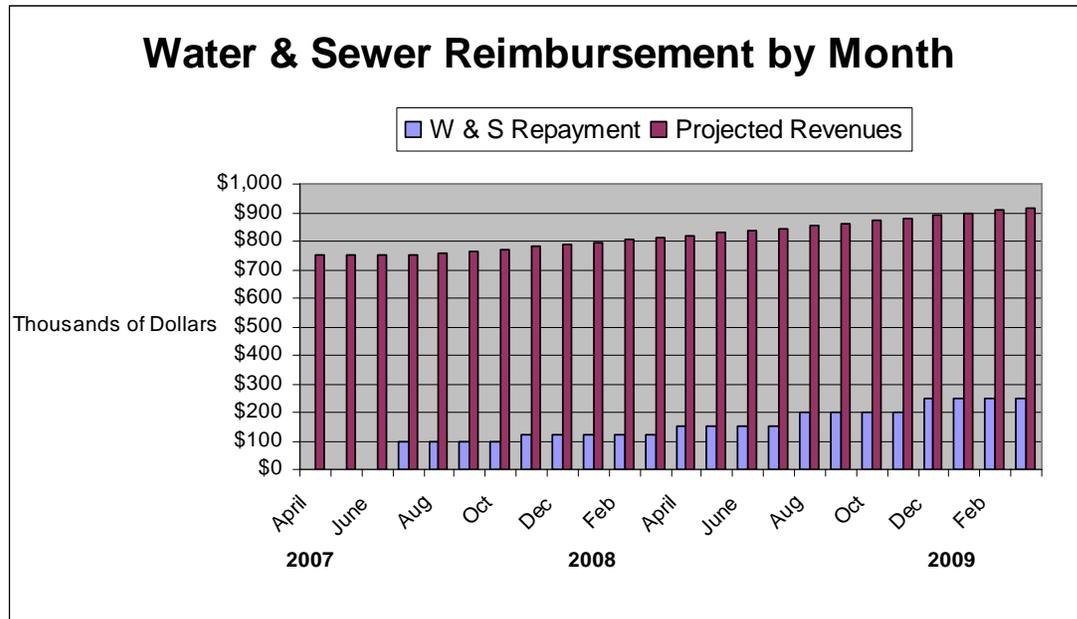
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Assuming the administrative, inspection and permit related duties of the stormwater utility in January 2007 will allow the Authority to gradually ramp up our program and become familiar with the administrative aspects of the program before full implementation in June of 2007. This will not require as significant of a staff and equipment addition as will be required when taking on the full program including maintenance in June 2007. We plan to issue the first stormwater bills in March 2007 assuming all goes as planned with our new customer information and billing system upgrades. This will provide the revenue necessary to begin funding the full implementation in June.

Current expenses related to the stormwater utility implementation total approximately \$1,378,000. The majority of these expenses were for the adjacent property purchase on Southlake Parkway and outside services provided by CH2M Hill. These expenses are being tracked in a separate budget unit so that we can reimburse the water and sewer fund with future stormwater revenues. Our plan is to continue to accumulate implementation related expenses in a separate budget unit for the remainder of this fiscal year (thru April 30, 2007). Beginning May 1, 2007, all stormwater related expenses will be tracked through a new set of budget units established for the utility that will keep water and sewer and stormwater revenues and expenses separate.

Our plan is to implement a stormwater utility of the same caliber as our water and sewer operations to insure customer satisfaction and minimize complaints. We will do our best to minimize implementation expenses; however, we estimate that additional expenses or obligations through April 30, 2007 could total as much as \$1.2 million. These funds have been set aside in the Renewal & Extension fund. A projected 24 month stormwater revenue and repayment schedule is shown in the following figure. This demonstrates that it is feasible to repay these implementation expenses back into the R&E fund with 24 months of utility start-up to be used for future water & sewer capital projects.

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As part of these implementation expenses we need to move ahead with another stream restoration project. Stream restoration projects on degraded Clayton County streams are required as part of our watershed management plan and the MNGWPD Watershed Plan. The Georgia Environmental Protection Division previously awarded CCWA a grant that will cover 60% of the project costs. We need to begin this project or risk losing the funding. The grant will fund 100% of our design expenses and we can delay construction until stormwater utility revenues are available to fund the project. CCWA staff requests approval of a task order in the amount of \$146,500 for CH2M Hill to prepare the design, permitting and bid documents necessary to construct this stream restoration project.

#### **TASK ORDER NO. OP 06-02**

This Task Order is an attachment to the Master Agreement between CH2M HILL, INC., (“ENGINEER”) and CLAYTON COUNTY WATER AUTHORITY (“OWNER”) for a PROJECT generally described as *Camp Creek near Bethsaida Road Stream Restoration Design*.

#### **Background**

The purpose of this Task Order is to provide technical services, including Design and Bid Services, for the PROJECT.

The PROJECT involves a combination of Priority 1 and 2 stream restoration techniques on Camp Creek, starting about 2,700 feet downstream of Walker Road and

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terminating about 900 feet upstream of Bethsaida Road for a total of about 2,600 feet. The natural stream channel is degraded due to historic dredging and, currently, by severe bed and bank erosion due to altered hydrology and increased flow. Natural channel design methods will be used design the riffle and pool habitats.

#### **ARTICLE 1 — SCOPE OF SERVICES**

The scope of services for fiscal year 2006:

Task 1 – Topographic, Location and Tree Survey

Task 2 – Permitting

Task 3 – Conceptual Planning and Data Collection

Task 4 – Preliminary Design

Task 5 – Final Design and Construction Bid Documents

Task 6 – Services During Bidding

Task 7 – Project Management and Reporting

#### **Task 1 –Topographic, Location, and Tree Survey**

ENGINEER will conduct topographic, location, and tree surveys of the PROJECT site. The required survey information is as follows.

- **Topographic and location survey of approximately 3,000 linear feet of Camp Creek and associated floodplain (approximately 15 acres). Surveyor will collect up to 52 cross sections of Camp Creek to characterize the channel shape.**
- **The topographic survey will be at 1-ft contour intervals.**
- **Utility line locations within the PROJECT area (storm drain, sanitary sewer, water, gas, power, phone, etc.), as can be determined from field observations or readily obtainable information. The survey company will have all existing utilities marked by a utility location company as part of its scope of services.**
- **Information such as size and number of barrels, top of head wall, invert of barrels, etc. at Walker and Bethsaida Roads.**
- **Rim and invert elevations on storm sewer and sanitary sewer structures, and identification of pipe sizes and material type within the PROJECT limits.**
- **The 100-year flood elevation based on current Federal Insurance Rate Map (FIRM) along with any drainage or flood plain easements.**
- **Map showing the property lines and zoning classification of the adjacent properties based on County Zoning or Tax Maps.**

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- **Tree survey listing the species of trees greater than 12 inch diameter breast high (DBH).**
- **Setting of at least two new permanent benchmarks, one at each end of the PROJECT site references to existing County benchmarks.**

**ENGINEER's Assumptions** • OWNER will provide the ENGINEER access to all available horizontal and vertical surveys, plans, aerial photographs, hydraulic and hydrologic modeling data, Construction Documents, and data applicable to this effort. Such documents may form the basis of some or all of the design and, therefore, any revisions or updates to any information provided shall be forwarded to the ENGINEER as soon as practicable to avoid having to stop work or re-perform work already completed.

- OWNER is responsible for obtaining construction and/or permanent easements for access, construction, valuations, and other issues related to property or easement acquisitions. ENGINEER will prepare exhibits for one easement. OWNER will be responsible for property owner coordination and record deeds. The design and cost estimate assumes that one (1) parcel of land (owned by the City of Riverdale) will be affected by the construction and that no property corners/lines need to be reestablished.
- A horizontal control point will be established by the surveyor at the PROJECT site.

**Deliverables ENGINEER will submit the following to OWNER:**

Survey data will be in Microstation V8-2004 or earlier or AutoCAD 2004 or earlier format.

### **Task 2 –Permitting**

ENGINEER will meet with the US Army Corps of Engineers (USACE) to discuss the Conceptual Plan. ENGINEER will prepare the Pre-Construction Notification (PCN) for the Nationwide 27 permit (Stream and Wetland Restoration Activities) required by the USACE. The PCN will include a survey of protected species.

ENGINEER will prepare and submit the State stream buffer variance application and will conduct an onsite inspection with a representative from the Georgia Environmental Protection Division (EPD).

ENGINEER will prepare the National Pollution Discharge Elimination System (NPDES) stormwater construction permit, notice of intent (NOI), and the Erosion, Sediment and Pollution Control Plan (ESPCP). The NOI will be sent to the

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appropriate reviewing office of EPD. ENGINEER will be responsible for NPDES Fees.

- ENGINEER's Assumptions**
- A USACE Nationwide 27 permit will be prepared by the ENGINEER. An individual permit will not be required by the USACE. The PROJECT schedule assumes forty-five (45) calendar days for the USACE to review the Nationwide 27 Permit Application and PCN. The schedule assumes review time by OWNER of ten (10) days.
  - OWNER will be responsible for obtaining applicable Conservation Easements and Restrictive Covenants.
  - **A Cultural Resources Survey is not included in this scope or cost estimate and is assumed to be the responsibility of OWNER. ENGINEER is responsible for conducting the Protected Species Assessment.**
  - **The CONTRACTOR selected for the construction of the PROJECT will prepare all necessary federal, state, and local land disturbance, clearing permits, other construction-related permits, and will be responsible for associated permit fees.**
  - **The NOI and ESPCP will be prepared after the CONTRACTOR has been selected.**
  - **The NPDES monitoring and reporting necessary for construction will be the responsibility of the CONTRACTOR.**
  - Buffer variance application will be prepared and submitted by ENGINEER after the ESPCP plans have been reviewed and approved by the local issuing authority.
  - Impact area for calculating NPDES fees is assumed to be less than 3 acres.

**Deliverables** ENGINEER will submit the following documents:

- **Four (4) copies of the PCN will be submitted to the USACE to be distributed to the members of the Interagency Review Team (IRT) and two (2) copies of the PCN will be submitted to OWNER. This will include a Protected Species Assessment.**
- **One (1) copy of the State stream buffer variance documentation will be submitted to EPD and one (1) copy will be submitted to OWNER.**

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- **One (1) copy of the NPDES stormwater construction permit, NOI documentation, and Erosion, Sediment and Pollution Control Plan will be submitted to EPD and Local Issuing Authority, and one (1) copy will be submitted to OWNER.**
- **ENGINEER's meeting notes from coordination meetings with USACE, including on site visit prior to commencement of the 30 Percent Design, will be submitted to the OWNER.**

### **Task 3 – Conceptual Planning and Data Collection**

ENGINEER will review existing data, maps, documents, and other information applicable to the stream improvements made available by OWNER and the City of Riverdale. These may include:

- Existing hydrologic and hydraulic reports and stormwater management studies
- Topographic maps, aerial photographs, and GIS maps
- Plans for proposed or ongoing development that may impact the PROJECT

ENGINEER will perform a site reconnaissance of the study reach and floodplain to determine existing conditions. ENGINEER will also perform a Level II fluvial geomorphic assessment and stream classification based on the Rosgen stream classification system (D.L. Rosgen, Catena, 1994), and record the data collected in either the Ohio Department of Natural Resources (DNR) (created by Dan Mecklenburg) spreadsheet or RiverMorph<sup>TM</sup> software.

ENGINEER will calculate the channel-forming discharge (bankfull discharge) using analysis from cross section data collected by the ENGINEER, and will verify the analysis using Georgia and North Carolina Rural and Urban Piedmont Regional curves.

ENGINEER will collect two (2) soil samples from the riparian zone for analysis by a laboratory for soil texture, organic content, pH, and nutrient content. The results of the laboratory analysis will be used to determine any soil amendments required for soil bioengineering and buffer planting.

ENGINEER will determine stream bank erodability based on particle-size distributions (collected in the field at two locations) and shear stress analysis for the entire reach. Stream bank Erosion Hazard Index (BEHI) and Near-Bank Stress (NBS) techniques developed by Rosgen (1996) will be used to determine sediment transport and lateral accretion. Additionally, ENGINEER will estimate pre- and post-design

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shear stress to demonstrate that channel morphology and proposed stream bank stabilization measures are appropriate for the design channel.

Prior to construction, ENGINEER will conduct a habitat assessment and collect and analyze benthic macroinvertebrates and fish samples from the site following Georgia Rapid biological assessment procedures. Data will be used for meeting 319 and USACE banking requirements requiring pre-construction assessments.

ENGINEER will prepare conceptual stream plans showing the plan view of the design channel and its departure from existing conditions. The Conceptual Plan will be reviewed by the OWNER. ENGINEER will use the Conceptual Plan to develop the USACE application for the Nationwide 27 permit.

ENGINEER will review existing Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) and Flood Insurance Rate Map(s) (FIRM) to assess the potential impact of realigning the existing channel centerline on the Effective FIRM 1 percent change floodplain. The OWNER will provide the most recent available effective digital hydrologic and hydraulic models and supporting documentation.

**ENGINEER's Assumptions**

- **Existing reference reach data will be suitable for designing Rosgen type B and/or C channels for this reach.**

- **Biological data (fish and benthos) are required by the USACE for completion of the Nationwide 27 or for reporting to the EPD as partial completion of the 319 Grant. Biological data will be collected at one location.**
- The schedule assumes review time by OWNER of ten (10) days.
- City of Riverdale will provide existing data, maps, documents, and other information applicable to the stream.

**Deliverables** ENGINEER will submit the following to the OWNER:

- **Results of the field studies completed in this task will be reported in a brief Technical Memorandum. The data will be consistent with USACE mitigation requirements published in the most recent version of the Standard Operating Procedures, "Compensatory Mitigation, WETLANDS, OPEN WATER & STREAMS".**

#### **Task 4 Preliminary Design**

##### **30 Percent Design**

ENGINEER will use reference reach data to develop dimensionless ratios for designing the stream's dimensions, plan, and profile. Using ranges of parameters

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derived from the selected reference reach or reaches, the channel path will be laid out in the plan view. Typical channel cross sections will be developed.

ENGINEER will prepare a 30 Percent Design that shall include summary design calculations, restoration project layout (plan view), and preliminary detail drawings. The drawings shall include a cover sheet (with sheet index), general notes, plan view, typical cross-section details, other typical details, and draft planting schedule. The documents and proposed stream layout will be based on the Conceptual Plan prepared in Task 3. The layout will be submitted for the OWNER's review and comment prior to proceeding further with the design. Agreement with the PROJECT layout is critical at this stage to establish a clear path forward for the design and to avoid subsequent scope modifications. This scope assumes that no changes will be made to the PROJECT layout after it is reviewed by the OWNER, and OWNER's comments are addressed by the ENGINEER.

#### **60 Percent Design**

ENGINEER will prepare 60 Percent Contract Documents consisting of construction drawings, technical specifications, and a 60 percent estimate of probable construction cost. Specifically, the drawings will include the following components:

- **Erosion and Sediment (E&S) Control Plan**
- **E&S Sequence of Construction**
- **Existing and Proposed Typical Grading Cross Sections**
- **Existing and Proposed Stream Profile**
- **Soil Bioengineering Details**
- **Planting Plan and Planting Schedules**
- **Outline of Supplementary Conditions, to adequately describe items which are not in the standard General Conditions**

ENGINEER will estimate runoff volumes and peak rates for various rainfall events necessary for the design. Values of peak discharges will be corroborated with field observations of morphological features in and along the stream.

ENGINEER will evaluate the effects of the PROJECT on the 1 percent chance floodplain (100-year) of Camp Creek and the potential to meet the minimum floodplain management criteria of the National Flood Insurance Program (NFIP). ENGINEER will modify the FEMA Effective Hydrologic Engineering Centers River Analysis System (HEC-RAS) model and will estimate the pre- and post-design water surface elevations associated with the 100-year storm event. If necessary, Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision LOMR preparation, and FEMA coordination will be under a separate contract. The effective HEC-RAS model will be used as the base condition model in the review of the

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proposed condition model for documenting a “no-rise” condition, as is expected for this PROJECT.

OWNER assumes responsibility for preparing the following Division 00 specifications with PROJECT information supplied by the ENGINEER:

- **General Conditions**
- **Bonds**
- **Contract and Insurance Requirements**
- **Invitation to Bid**
- **Instructions to Bidders**

ENGINEER will prepare the following Division 00 specifications

- **Bid Form**
- **Supplementary Conditions**

ENGINEER will provide draft Division 1 through 16 technical specifications, as needed. The OWNER will provide technical specifications for water and sanitary sewer pipeline work proposed for use in developing these documents.

ENGINEER will prepare a 60 Percent Design construction cost estimate.

The 60 Percent Contract Documents will be reviewed internally by ENGINEER’s senior reviewers prior to distribution to OWNER. OWNER’s review will be coordinated with ENGINEER through one representative of the OWNER.

ENGINEER will meet with OWNER to review the 60 Percent Contract Documents. The review meeting will be conducted to discuss OWNER comments and to confirm that the PROJECT plans and specifications reflect site conditions, the requirements for construction, and the goals of the PROJECT. OWNER’s redlined comments on the plans and specifications will be provided to the ENGINEER. ENGINEER will review and discuss the comments with the OWNER and incorporate all agreed upon comments into the Contract Documents.

**ENGINEER’s Assumptions** • A CLOMR and/or LOMR for this section of Camp Creek will not be required for this

PROJECT. If appropriate, based on the hydraulic modeling results, ENGINEER will provide the OWNER a letter documenting a “no rise” condition in the 100-year floodplain of Camp Creek due to the buffer enhancements and tributary stream work. Costs associated with coordination with and preparation of CLOMR and/or LOMR submittals to the pertinent local agencies and FEMA are not included in this task order.

- **60 Percent Design fluvial geomorphic calculations are considered preliminary and may be revised for the final design.**

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- **ENGINEER will respond to one set of OWNER comments, each, on the 30 Percent Design and 60 Percent Design Contract Documents.**
- **The schedule assumes review time by OWNER of ten (10) calendar days for the 30 Percent Design Contract Documents and 10 calendar days for the 60 Percent Design Contract Documents.**

**Deliverables ENGINEER will submit the following drawings and specifications to the OWNER:**

- **Two (2) copies of the 30 Percent Design drawings consisting of 11" x 17" drawings.**
- **Attendance at 1 meeting with the OWNER at OWNERs office to discuss PROJECT layout, present the 30 Percent Design, and review the organization of Division 00 and Division 01 specifications.**
- **Two (2) copies of the 60 Percent Contract Documents consisting one full size set (22" x 34"), and draft technical specifications.**
- **Attendance at 1 meeting with OWNER at OWNERs office to finalize 60-percent Contract documents and discuss how review comments will be addressed.**
- **If justified by the hydraulic modeling results, a letter to FEMA certifying a "no rise" condition in the Camp Creek 100-year floodplain due to the buffer enhancements and stream work.**

#### **Task 5 – Final Design and Construction Bid Documents**

##### **Final Design Documents**

ENGINEER will prepare Final Contract Documents (90 Percent Design) after review and comment by OWNER of previous deliverables (60 Percent Design). The final Contract Documents will consist of drawings, specifications, and the final ENGINEERS estimate of probable construction cost.

Final Design drawings will be developed from the 60 Percent Design and may include, but will not be limited to the following drawings:

- **Title sheet, sheet index, location map, drawing layout map**
- **Construction notes – 2 sheets**
- **Geometric layout/Survey control sheet – 1 sheet**
- **Grading plan – 5 sheets**

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- **Cross sections –4 sheets**
- **Existing and proposed stream profiles – 5 sheets**
- **Erosion and Sediment Control Plan, details, notes, and construction sequences – 4 sheets**
- **Soil Bioengineering, In-Stream Structure, Other Details – 8 sheets**
- **Planting Plan and Planting Schedules – 6 sheets**

**ENGINEER will provide Division 00 documents mentioned previously in a format specified by OWNER for inclusion in a complete set of specifications.**

ENGINEER will also provide the Division 01 through 16 technical specifications. ENGINEER's senior reviewers will review the final design prior to distribution. OWNER's review will be coordinated through one representative of the OWNER. Any changes needed to the PROJECT plans or specifications will be provided in writing by the OWNER, and the ENGINEER will incorporate these as needed into the Bid Contract Documents.

#### **Bid Contract Documents**

ENGINEER will prepare Bid Contract Documents (100 Percent Design). The Bid Contract Documents will consist of signed and sealed design plans and specifications. Bid Contract Documents will be prepared for distribution described in Task 6 below.

**Deliverables ENGINEER will submit the following drawings and specifications to the OWNER:**

- **Two (2) copies of the 90 Percent Design Contract Documents consisting of one set of 11" x 17" drawings, and one set of full size sheet (22" x 34"), and draft technical specifications.**
- **One (1) reproducible set of Bid drawings (22" by 34" copies [full-size]) and one (1) digital copy in Microstation or AutoCADD format.**
- **Bid Specifications (one [1] bound hard copy and one [1] digital copy in Word).**
- **Final ENGINEER's estimate of probable construction cost (one [1] hard copy unbound and one [1] digital copy in Word or PDF format)**

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## **Task 6– Services During Bidding**

### **Bid Document Preparation**

ENGINEER will prepare and print up to twelve (12) sets of full size or half size Bid Contract Documents. ENGINEER will distribute Bid contract Documents to OWNER and Bidders.

### **Pre-Bid Meeting**

ENGINEER will attend one (1) mandatory pre-bid proposal meeting and provide clarifying information about the PROJECT.

### **Addenda**

The OWNER will be the point-of-contact for Bidders and will collect and log-in written Bidder inquiries. The ENGINEER will respond to Bidder inquiries via a written Addendum containing responses to inquiries and clarifications, which will simultaneously be issued to Bidders. ENGINEER will issue up to two (2) addenda. All issued addenda will be incorporated into the conformed Contract Documents.

### **Distribution of Bid Contract Documents**

ENGINEER will produce and distribute Bid Contract Documents and addenda to Bidders and maintain lists of holders of documents.

### **Bid Opening and Recommendations**

ENGINEER will attend the bid opening, review Bidder's proposals and qualifications, and comment on the most technically responsive low bidder.

### **Conformed Contract Documents**

Once the bid has been awarded by the OWNER, the ENGINEER will prepare and print up to three (3) sets of full size Conformed Contract Documents for the OWNER and distribution to the Contractor.

**ENGINEER's Assumptions** The schedule assumes review time by OWNER of ten (10) calendar days.

**Deliverables** ENGINEER will provide and /or perform the following:

- **Respond to two sets of written inquiries from bidders, submitted within the specified inquiry period, providing clarifications as necessary.**
- **Twelve (12) sets of full drawings and Bid Contract Documents.**
- **If necessary, issue up to two (2) addenda for OWNER's distribution.**
- **Attend pre-bid meeting and site visit.**
- **Submit bid tabulation to OWNER.**
- **Issue OWNER a list of ranked bidders based on low cost.**

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### **Task 7 – 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 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 bi-monthly with task leaders 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.

ENGINEER will prepare brief semi-annual reports documenting the progress and future work.

- ENGINEER's Assumptions**
- ENGINEER is not responsible for the identification, assessment, or remediation of hazardous waste.
  - The following shall be considered extra services and will require adjustments to the fee and schedule:
    - ✓ **Revisions and changes in drawings, specifications, or other documents, when such revisions and changes are inconsistent with approvals or instructions previously given by OWNER;**
    - ✓ **Revisions and changes required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or the preparation of alternate or deductive change orders requested by OWNER.**
    - ✓ CLOMR and /or LOMR coordination and preparation of submittals.
  - The Design and Bid Services will be completed during fiscal year 2006 (May 2006 through May 2007) of OWNER.
  - The Bid Contract Documents will be prepared for a single construction contract.
  - No geotechnical work will be required for the completion of the design phase activities.
  - No pre-qualifications of the Bidders will be required, but Bidders will be required to attend the Pre-bid meeting at the OWNERS office.



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**EXHIBIT A**  
**INSURANCE REQUIREMENTS**  
**TASK ORDER No. OP 06-02**  
**CAMP CREEK NEAR BETHSAIDA ROAD STREAM RESTORATION**  
**DESIGN**

**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.

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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

In the alternative, the ENGINEER may substitute 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 Subcontractors, ENGINEER and Design Consultants, with a minimum 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 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 \$25,000,000 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

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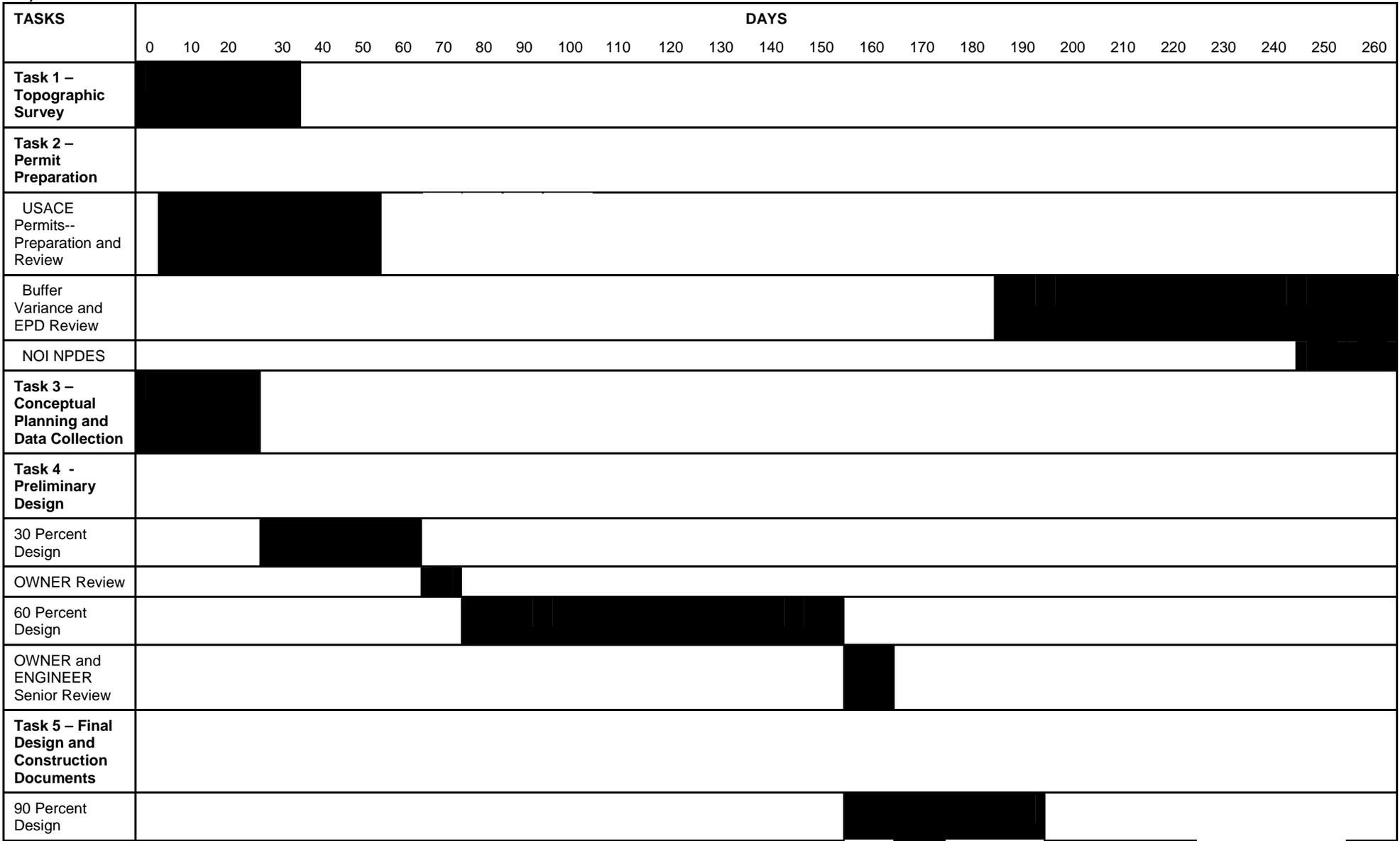
policy, which requires written notice to the OWNER in the event, or termination or non-renewal of at least sixty (60) days.

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.

Exhibit 1  
Project Schedule



OWNER and ENGINEER Senior Review	
Bid Contract Documents	
Conformed Contract Documents	
<b>Task 6 – Services During Bidding</b>	
<b>Task 7 – Project Management</b>	

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

RESOLVED: to approve staff's recommendation of the task order in the amount of one hundred forty-six thousand five hundred dollars (\$146,500) for CH2M Hill to prepare the design, permitting and bid documents necessary to construct this Camp Creek stream restoration project.

Straight Pipe Penalty Recommendation: Chairman McQueen called on Wade Brannan, General Manager, who stated that he has been talking with our attorney and staff discussing an issue of customers straight piping their water service line after the Authority removes their meter. Currently, if we find someone straight piping, we take photographs, write a citation, then go to magistrate court, which results in a costly process dealing with individuals that violate our policy.

Mr. Brannan would like to recommend trying to curb this straight piping of our system by charging a reconnect fee of five hundred dollars (\$500) on a single family residential account and fifteen hundred dollar (\$1,500) reconnect fee for a multi-family or commercial account. This is item #3 on the Service Agreement document. This change in policy would hopefully prohibit straight piping of our system.

Ms. Barber asked what other counties are charging for straight piping violations.

#### SERVICE AGREEMENT

1. Applicant hereby applies for water and/or sewer service at the service address listed on the reverse side (the 'Property') with the Clayton County Water Authority (hereinafter 'CCWA'), and in consideration of such service being supplied by CCWA, Applicant agrees to adhere to the rules and regulations of CCWA now in force or which may hereafter be adopted. The terms of this Agreement may be modified by CCWA without specific notice to Applicant.
2. At the signing of this Agreement, Applicant acknowledges that Applicant is responsible for payment of the billing on the meter for the Property until such time as Applicant notifies CCWA to discontinue service. Applicant agrees to pay any deposits required by CCWA. Failure to sign this Agreement does not relieve Applicant's responsibility to make timely payments at the rate established by CCWA; Applicant's acceptance of service from CCWA shall constitute Applicant's acceptance of the terms of this Agreement. Further, Applicant hereby grants access to CCWA and its agents, officers and employees to the Property for the purpose of repairing, installing, removing, checking, turning on and off, and reading the meter for the Property. Applicant also acknowledges that the meter box lid and all materials inside the meter box are CCWA

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property and shall remain so, and CCWA shall have the authority to control and regulate their use. Applicant hereby acknowledges that he/she/it is prohibited from connecting to any other water source while connected to and receiving service from CCWA, including but not limited to, wells located on the Property or any other water supply. Applicant is required to notify CCWA in writing of any such source present either now or in the future. It is Applicant's responsibility to install and maintain a pressure reducing valve on Applicant's plumbing line. During each meter installation, CCWA installs a backflow preventer. There is a potential for the Applicant to have a problem with thermal expansion from hot water in the water heater, and it is Applicant's responsibility to have the water heater inspected. Applicant is responsible for maintaining adequate insulation for the system to prevent freezing during the winter.

- 3. Applicant agrees that it will not tamper with, alter, bypass or modify the connection from the Authority's system to any device utilized by the Authority to meter and measure the water usage to the Applicants premises. In the event that the Authority discovers any circumstance whereby the Applicant has, or has allowed, a violation of this provision, the Authority shall immediately disconnect the premises from its System. In such circumstance, the applicant agrees, and shall be required, to pay: (1) any and all costs incurred by the Authority to disconnect the premises; (2) all water and sewer charges estimated by the Authority (using all available evidence, including historical service records) as being reasonably due to the Authority for water usage by the applicant during the existence of the condition (in no case shall the charge be less than one month's average historical normal service); and (3) if the applicant wishes to reestablish water and/or sewer service, both items (1) and (2) and a "meter tamper reconnection fee" of \$500 for single family detached residential customers and \$1,500 for all other customers.**
4. The terms of this Agreement are designed to comply with Official Code of Georgia § 36-60-13, where applicable, and as such this Agreement does not constitute a debt or multi-year obligation on the part of CCWA. This Agreement shall terminate at the end of each calendar year and may automatically renew each calendar year unless service is discontinued by CCWA, or where the Applicant elects to discontinue service, upon one (1) business day notice to CCWA at 1600 Battle Creek Road, Morrow, Georgia 30260. A 'business day' shall be Monday through Friday between the hours of 8:00 a.m. until 5:00 p.m. and shall exclude holidays and CCWA emergencies.
5. If Applicant was receiving water and/or sewerage services before the date of adoption of the terms of this Agreement by CCWA, Applicant shall be considered to have agreed, acknowledged, sworn or affirmed to and accepted the terms of this Agreement by virtue

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of the continued use of CCWA services. Such continued use of services shall constitute full acceptance of the terms herein without further signature on any additional agreement. Notice shall be deemed sufficient when provided to Applicant by: (a) newspaper advertisement in the legal organ of Clayton County; and (b) notice sent to Applicant's last known address via insert in his/her/its water bill/invoice after the date of adoption.

6. This Agreement may not be assigned by Applicant without written permission from CCWA. This agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of CCWA and its respective successors and, if applicable, assigns.
7. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character. If any provision of this Agreement, or any application of this Agreement to any person, entity or circumstance, shall be invalid as a matter of law, such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected by such invalidity, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
9. Applicant may be a corporation, partnership, person, business or other legal entity. Applicant acknowledges, swears or affirms, and represents that all information provided in this application/agreement is true and that Applicant has authority to legally bind themselves and any and all other entities that are receiving service under this agreement.
10. On occasion Applicant may be required to comply with operational requests of duly authorized CCWA representatives. Failure to comply with such requests shall be considered a material breach of this Agreement and shall be cause for: (a) termination of service; (b) collection action and reporting to credit agencies; (c) civil legal action, attorney's fees and court and other costs; and (d) criminal prosecution where such failure to follow requests constitute a crime or an ordinance violation.
11. Failure to pay all invoices in a timely manner shall be considered a material breach of

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this Agreement and cause for: (a) termination of service; (b) collection action and reporting to credit agencies; (c) civil legal action, attorney's fees and court and other costs; (d) criminal prosecution where such failure to follow requests constitute a crime or an ordinance violation; and (e) any other remedies or actions deemed reasonable by CCWA and local, state or federal law.

12. Applicant acknowledges that a person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than One Thousand and 00/100 Dollars (\$1,000.00) or by imprisonment for not less than one nor more than five years, or both. Official Code of Georgia § 16-10-20.
13. Applicant agrees to indemnify, save and hold harmless, and defend CCWA, its officers, boards, agents and employees, from and against any liability for damages and for any liability or claims resulting from property damage, loss of business, or bodily injuries (including accidental death) which arise out of the provision of services or the failure to provide services hereunder, including but not limited to, reasonable attorneys' fees and court as well as other costs if such fees and costs are deemed necessary by CCWA.
14. Applicant understands that, from time to time, water service may be interrupted by any number of causes, including but not limited to cancellation of service for nonpayment or temporary suspension of service for repairs. Applicant agrees to keep all water outlets on the Property turned off during such periods in order to prevent flooding should water service resume. Applicant understands and accepts that it is Applicant's responsibility to keep all water outlets turned off except at such times as Applicant is actually using water in accordance with applicable laws. In the event of flooding at Applicant's Property resulting from Applicant's failure to keep all water supplies turned off pursuant to this Paragraph or when not otherwise being used by Applicant, or in the event of any other damage to property or injury to any person as a result of the interruption of service, Applicant shall make no claim against the Authority as a result of such flooding, damage or injury, and Applicant hereby waives any such claim that Applicant may have against the Authority for any damages whatsoever, including but not limited to property damage, loss of business, personal injury and attorney fees, that may result from such flooding, or other damage or injury. Applicant accepts full responsibility and liability for any such flooding, or other damage or injury. Applicant shall indemnify and hold harmless CCWA from any costs, including but not limited to court costs and attorney

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fees that CCWA may incur as a result of any such claim made by Applicant in violation of this Paragraph.

15. In the event that Applicant or any agent of Applicant, or any tenant or occupant of the Property or agent of a tenant or occupant of the Property, requests CCWA to cut off or interrupt water service to the Property, Applicant agrees that CCWA may charge a reasonable fee for such service. By signing this Agreement or by continued use of service, Applicant hereby agrees that no further signature or additional agreement is needed for CCWA to cut off or terminate water service by request of the owner, property manager or someone with express permission of the owner or property manager. Applicant indemnifies and holds CCWA harmless from all claims, actions, demands, loss, and causes of action, arising from injury, including death to any person, loss of business, or damage to any property, when such injury or damage results in whole or in part from the cutting off or interrupting of the water supply to the Property due to a request. Applicant accepts and agrees to the terms of the CCWA Waiver and Indemnity Agreement Regarding Water Cut-Off Request as adopted by CCWA and as may be amended.

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

RESOLVED: to approve staff's recommendation to charge a reconnection fee of five hundred dollars (\$500) for a straight piping violation on a single family residential account and fifteen hundred dollar (\$1,500) reconnect fee for a multi-family or commercial account effective September 1, 2006.

Secretary/Treasurer, Marie Barber, abstained from voting.

Board member, John Chafin, wanted to remind everyone about the Tomato Sandwich Party, this Saturday, from 5:00 to 8:00 p.m. at the home of Jim and Martha Wood. The funds will benefit the Good Shepherd Clinic.

UPON Motion by Marie Barber and seconded by John Chafin 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 the open session

After returning to the open session, the Board voted to fill the position of General Manager of the Water Authority effective December 23, 2006 due to the retirement of the current General Manager, Wade Brannan.

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

RESOLVED: to approve the hiring of Mike Thomas as the new General Manager of the Water Authority effective December 23, 2006.

Wade Brannan then discussed our current contract with Marshall Mitchell, our consultant on City of Atlanta matters, that was approved in the March 3, 2005 Regular Board Meeting. This contract had a fee structure based on monies that the Authority would save because of issues found by Mr. Mitchell in our existing contract with the City of Atlanta. After further review we have determined that trying to quantify these savings will be difficult therefore the staff recommends terminating the existing contract with Mr. Mitchell and approving a new contract. This new contract which would be effective September 1, 2006 and would pay Mr. Mitchell fifteen thousand dollars (\$15,000) per year for a period of two (2) years with an option of a one (1) year renewal.

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

RESOLVED: to terminate the existing contract with Marshall Mitchell and approve a new contract effective September 1, 2006, for fifteen thousand dollars (\$15,000) per year for a period of two (2) years with an option of a one (1) year renewal.

### **AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the 1st day of September, 2006, by and between Marshall Mitchell D/b/a "Marshall Mitchell & Associates" ("MMA" also referred to as "Contractor") and the Clayton County Water Authority, Morrow, Georgia, a municipal corporation ("Authority"). Both entities are on occasion referred to as "Parties."

### **BACKGROUND:**

**WHEREAS**, the Authority has an agreement with the City of Atlanta to participate in the planning design, construction, operation, supervision, maintenance and repair of a system of sewer lines, wastewater pumping stations and water pollution control plants which is designated as the "Metropolitan Sewer System" more fully described in a 1979 Agreement between the Authority and the City of Atlanta ("Authority/City of Atlanta Agreement");

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**WHEREAS**, by Agreement dated March 23, 2005 the Authority engaged the services of MMA to provide certain services to the Authority as follows: (1) Review of prior and current charges by the City of Atlanta for Metropolitan Sewer System facilities operation and maintenance expenses, (2) Review of capital improvement charges allocated to the Authority pursuant to the Authority/City of Atlanta Agreement, (3) Provide assistance with updating/amending the Authority/City of Atlanta Agreement, as requested, and (4) Provide assistance with reviewing strategic operation and maintenance and capital requirements pursuant to the Authority/City of Atlanta Agreement; and

**WHEREAS**, under the prior agreement, MMA performed services for the Authority, was paid for hourly work, but has not received any compensation contemplated in the prior agreement for contingency, “bonus” payments for identification and recovery of savings to the Authority; and

**WHEREAS**, MMA and the Authority desire to modify the terms and conditions of their relationship by this new agreement,

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Prior Agreements.** In exchange for the consideration to be paid under this Agreement, the prior Agreement between the parties dated March 23, 2005 is superceded by this Agreement and no compensation potentially due to MMA under that Agreement, not already invoiced by MMA and paid by the Authority, shall be due to MMA nor payable by the Authority

**2. Services.** Subject to the terms and conditions set forth in this Agreement, the Authority hereby retains MMA to provide the services set forth on Exhibit A attached hereto and incorporated herein by reference (the “Services”), and MMA agrees to render such Services to the Authority. It is understood and agreed by and between the parties hereto that the status of the MMA and any of its employees, officers and agents shall be that of independent contractors. It shall not be construed that MMA or any of its employees, officers and agents is an employee or officer of the Authority for any purpose

**2. Term and Termination.** The term of this Agreement shall commence as of the date hereof and continue until August 31, 2007 (the “Term”). Thereafter, it shall renew for an additional One year term. After August 31, 2008, the parties may, by affirmative

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notice to each other in writing, renew this Agreement for additional one year terms, thru August 31, 2009.

**3. Compensation.** Authority agrees to pay MMA the compensation set forth on Exhibit B upon services rendered attached hereto and incorporated herein by reference.

**4. Dispute Resolution.** Any claim, controversy or dispute between the parties to this Agreement arising out of or in connection with this Agreement, shall, upon the request of either party, be submitted to a panel consisting of one (1) designated representative of each party to this Agreement, who shall have the authority to enter into an agreement to resolve the dispute. In the event the representatives cannot mutually agree upon a resolution within a reasonable amount of time, either party may request that the matter be submitted for mediation. The parties shall mutually agree upon a mediator. The mediation shall be non-binding on the parties. Each party will select and pay for a mediator and both mediators shall select a third mediator the cost of which shall be shared equally by the parties.

**5. Other Engagements.**

(a) The Authority acknowledges and agrees that MMA has the unconditional right to provide services to other governmental entities, companies, agencies, or individuals and such other engagements are not limited in any way by this Agreement; provided that such engagements are not in direct conflict with the consulting, analysis and other Services provided by MMA for the Authority under this Agreement.

(b) The Authority also acknowledges that MMA has performed services similar to those to be provided hereunder for the City of Atlanta and other jurisdictions, and that MMA will not utilize any confidential information acquired from or as a result of working with the City of Atlanta or such other jurisdictions in connection with providing the services hereunder.

(c) MMA warrants that it has not signed any confidentiality nor non-compete agreements that would prevent or impair performance of the terms of this Agreement.

**6. Confidentiality.** The Authority and MMA each acknowledge that it may be given access to the other's confidential and proprietary information and trade secrets. MMA agrees that it will not disclose any of the Authority's confidential or proprietary information or trade secrets to any third party unless such disclosure is made in connection with the performance of the Services or as required by applicable law. The Authority agrees that it will not disclose any of MMA's confidential and proprietary

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information or trade secrets to any third party without MMA's prior written consent or unless such disclosure is required by applicable law.

**7. Notices.**

(a) All notices provided for or required by this Agreement shall be in writing and shall be delivered personally to the other designated party, or mailed by certified or registered mail, return receipt requested, or delivered by a recognized national courier service, as follows:

If to MMA:

Marshall Mitchell & Associates  
 2258 Spencers Way  
 Stone Mountain, Georgia 30087  
 Attention: Marshall Mitchell  
 Phone: (770) 403-6056  
 Fax: (770) 908-8694

If to the Authority:

General Manager  
 Clayton County  
 Water Authority  
 1600 Battle Creek Road  
 Morrow, Georgia 30260  
 Phone: (770) 960-5217  
 Fax: (770) 960-5216

(b) Notices delivered pursuant to Section 7(a) hereof shall be deemed given; at the time delivered, if personally delivered; three (3) business days after being deposited in the mail, if mailed; and one (1) business day after timely delivery to the courier, if by overnight courier service.

(c) Either party hereto may change the address to which notice is to be sent by written notice to the other party in accordance with the provisions of this Section 7.

**8. Indemnification**

(a) Notwithstanding anything in this Agreement to the contrary, MMA, on behalf of itself, its agents, officers, directors, members, affiliates, successors, and assigns,

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shall indemnify, defend (at the Authority's election), and hold harmless the Authority, its agents, officers, directors, members, affiliates, successors, and assigns, against any and all expenses, losses, costs, claims, damages and liabilities, including reasonable attorney's fees incurred by or imposed upon the Authority as a result of any action, suit, or other proceeding arising out of actions of MMA which are outside of the scope of MMA's authority under this Agreement.

(b) Any right to indemnification provided for herein shall not be exclusive of any other rights to which a party may be entitled. The indemnities provided herein shall survive the termination of this Agreement.

**9. Miscellaneous.**

(a) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(c) MMA may not assign this Agreement, in whole or in part, without the prior written consent of the Authority. The Authority may assign this Agreement, in whole or in part, without the prior consent of MMA; however, the Authority shall provide MMA with prior written notice of any such assignment.

(d) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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(e) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(g) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused their duly authorized representatives to execute, this Agreement as of the day and year first above written.

“MMA”

By: \_\_\_\_\_  
Marshall Mitchell  
D/b/a Marshall Mitchell & Associates

“AUTHORITY”

By: \_\_\_\_\_  
General Manager  
ATTEST

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

APPROVED

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

## EXHIBIT A

[Services to be provided]

MMA will provide the following services for the Authority:

1. MMA shall observe the actions of the City of Atlanta with respect to matters relating to the operation and capital improvements designated for the Metropolitan sewer System and if any opportunities arise that may be advantageous to the AUTHORITY, MMA shall promptly advise the General Manager of the AUTHORITY of the existence of the opportunity or situation. In addition, the Authority may forward monthly operation and maintenance bills and capital cost reimbursement invoices it receives from the City of Atlanta to MMA for its cursory review for any apparent issue.
2. If the AUTHORITY issues a task order (on a form similar to Exhibit C attached hereto) for any task in addition to the activity described in Paragraph 1 above, MMA shall perform work on an hourly basis as directed by the AUTHORITY.

## EXHIBIT B

[Compensation]

In return for the performance of the Services described in subparagraph (1) of Exhibit A, the Authority shall pay MMA a retainer of Thirty Thousand Dollars (\$15,000) per year. The first payment shall be made on September 1, 2006. The second payment shall be due on the first Thursday in September, 2007. If the Agreement is thereafter renewed by the parties hereto, it shall be at a retainer rate agreed by the parties in writing.

In addition to the above retainer, in return for the performance of the Services described in subparagraph (2) Exhibit A, the Authority shall pay MMA at the rate of \$150/per hour, plus out-of-pocket expenses, reimbursable under the Authority's employee expense reimbursement policy, up to a maximum amount of twenty thousand dollars (\$20,000). MMA will maintain detailed records of time and charges, and submit such support with monthly invoices requesting payment.

The Authority shall make payment to MMA within thirty (30) days of receipt of monthly invoices.

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## **EXHIBIT C**

### **TASK ORDER (Insert Number)**

This is a Task Order issued pursuant to the \_\_\_\_\_ AGREEMENT BETWEEN THE AUTHORITY AND THE CONTRACTOR dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ (hereinafter the "Agreement") between MARSHALL MITCHELL & ASSOCIATES ("MMA" also referred to as "CONTRACTOR") and CLAYTON COUNTY WATER AUTHORITY ("AUTHORITY"), for the consulting services.

This Task Order is issued pursuant to the Agreement, which exclusively provides all authority for this Task Order, and this Task Order fully incorporates the terms of the Agreement by reference. To the extent of any conflict between the terms of this Task Order and the Agreement, the terms of the Agreement shall govern.

The purpose of this Task Order is to:

[INSERT PURPOSE]

#### **Article 1. Scope of Services**

[INSERT APPROPRIATE TERMS AND/OR REFERENCES TO DOCUMENTS TO BE ATTACHED AND INCORPORATED HEREIN]

#### **Article 2. Compensation**

Compensation for the Scope of Services outlined in Article 1 shall be in accordance with the following terms:

[INSERT APPROPRIATE TERMS AND/OR REFERENCES TO DOCUMENTS TO BE ATTACHED AND INCORPORATED HEREIN]

#### **Article 3. Schedule**

CONTRACTOR will begin this scope of work as soon as authorized by the Authority. Completion of this sub-task shall take approximately \_\_\_\_\_.

[INSERT ANY FURTHER APPROPRIATE TERMS TO INCLUDE TIMELINE AND DELIVERABLES, AND/OR REFERENCES TO DOCUMENTS TO BE ATTACHED AND INCORPORATED HEREIN]

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**Article 4. Assumptions**

CONTRACTOR will require the full cooperation of the Authority to complete the performance of this Task Order. Specific assistance that will be required includes:

- Scope of work definitions
- Availability of Authority staff for meetings and conference calls

[MODIFY THIS LIST AS APPROPRIATE]

**Article 5. Other**

[INSERT APPROPRIATE TERMS AND/OR REFERENCES TO DOCUMENTS TO BE ATTACHED AND INCORPORATED HEREIN]

This Task Order will become part of the referenced Agreement when properly executed pursuant to the Agreement by both parties.

IN WITNESS WHEREOF, the parties execute below:

For OWNER, CLAYTON COUNTY WATER AUTHORITY

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

For CONTRACTOR, MARSHALL MITCHELL & ASSOCIATES

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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Chairman McQueen explained to the Board that Chairman Bell, in trying to improve on the Economic Development of the County, wants to develop some guidelines for payment to the Authority of impact fees for large businesses interested in locating in our county.

Mr. Brannan explained that there is a water bottling company who during the last thirty/sixty (30/60) days has been considering locating in the county on property behind Lowe's on Mt. Zion Road and S. R. 138. They would use a million three hundred thousand (1,300,000) gallons of water per day and would discharge about four hundred thousand (400,000) gallons of sewerage per day. The estimated impact fees for this project would be three million eight hundred thirty two thousand dollars (\$3,832,000), which would be a hardship for a new industry to pay up front.

In the May 17, 1996 Board Meeting, the Board passed a policy stating that the Authority would consider a payment plan consisting of a down payment and payments with interest over a period of time for new businesses with total impact fees greater than \$250,000. This policy did not stipulate a down payment amount or percentage, nor what period of time the payments could be extended for.

From an Economic Development standpoint, the County would like this bottling company to come in, as it would generate jobs and revenue. The County has asked what we could do on the impact fees. Mr. Brannan told the County that the Authority would not wave anyone's impact fees. The Authority Board has considered in the past a twenty-four (24) month period of time, but the County would need to make the Authority a proposal for the Board to consider.

The County proposal came back with a third (1/3) to be paid when they received their occupancy permit, a third (1/3) in twelve (12) months, and the final one third (1/3) at the end of the twenty-four (24) month period of time. Mr. Brannan told the County that if that was what they wanted to do, he would present it to our Board for authorization.

After some discussion, the Board proposed a minimum of ten percent (10%) down and payments with interest, at the current rate at the time the request is made, and a maximum of three (3) years to pay on the impact fees associated with this project.

Mr. Brannan will bring back to the Board any parameters that are being considered in regard to impact fees when businesses are looking at coming into the County.

Mr. Brannan stated that Mr. Fincher is about to finalize the contract with College Park.

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Mr. Brannan stated that the Southlake property that the Authority recently purchased should be vacated by this Friday.

Mr. Brannan stated that the Authority received a check from T-Mobile, in the amount of twenty-two thousand dollars (\$22,000), for the lease on the property near Jonesboro High School. Ms. Brown is working on the administrative part of the partnership with Clayton County Family Care, which includes the Authority supplementing their administrative costs in the amount of one thousand dollars (\$1,000) initially to start working on the applications as they come in. Mr. Fincher will need to draw up an agreement between the Authority and Clayton County Family Care that will define what our relationship will be.

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

RESOLVED: to authorize one thousand dollars (\$1,000) to be given to Clayton Family Cares initially for the administrative costs to start up the Hardship Assistance Program to help families with their water bills.

Mr. Brannan stated that the regular September meeting is scheduled for Thursday, September 7<sup>th</sup>. Due to the Labor Day holiday on Monday, September 4<sup>th</sup>, Mr. Brannan inquired whether the Board would want to reschedule the meeting. The Board agreed to hold the September meeting on the 7<sup>th</sup> as originally scheduled.

Mr. Brannan discussed the issue of a proposed development on a portion of the existing Lake Spivey Golf Course that the Authority anticipates would require a lift station that would pump from there to the Atlanta Beach station, which pumps to the Rum Creek station, which pumps to the Casey Plant. This would not be good business to string those lift stations together. In the event that one of the lift stations goes out in that chain, everyone that is above them would be out of sewer service. In this case an overflow might end up in Lake Spivey.

When the county bought Atlanta Beach, a lift station was installed to eliminate a failing septic tank, which eliminated a potential health hazard. This pumps to the Rum Creek Station and then on to the Casey Plant. Reeves Creek pumps to either Casey or the Northeast Plant. If a lift station is put in, it should go to a gravity location. From an engineering viewpoint, anything other than that would be asking for trouble. Mr. Brannan stated that that is what staff will recommend to Pro Development.

Mr. Brannan stated that Ellenwood Redevelopment has sewer easements in their development, like everyone has, where there are sewer lines outside the right-of-ways, but they want to put in an amenity, like a walking trail inside the sewer easement. They

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want to concrete a twelve foot (12') walking trail inside of our sewer easement. This is not good business for us as it would be on top of our sewer line. If any repairs had to be made, we would have to dig up the concrete. Initially, Mr. Brannan informed Ellenwood Redevelopment that we did not want this trail inside the sewer easement, however, if this is parallel to our sewer easement that would be fine.

This week the Authority had arbitration on an automobile accident that occurred near the Main Office several years ago. That case has been resolved for about half of what the other party was asking for.

Mr. Brannan stated that the WEFTEC conference in Dallas will be held Saturday, October 21<sup>st</sup> through Wednesday, October 25<sup>th</sup> and for the Board to let Ms. Matthews know who will be attending.

Mr. Brannan mentioned to Mr. Greene that the new trash cans have been set up outside the front entrance.

Board member, John Chafin, commented on how good the grounds looked here at the Main Office and wanted to compliment the staff for their efforts in keeping them looking so nice.

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

RESOLVED: that the regular session board meeting be adjourned.

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