

CLAYTON COUNTY WATER AUTHORITY
Regular Board Meeting
1600 Battle Creek Road
Morrow, GA 30260

Present at the meeting were: Chairman John Chafin, Vice Chairman Marie Barber, Secretary/Treasurer Rodney Givens, Board Member John Westervelt, Board Member Dr. Cephus Jackson, Board Member Robin Malone, Board Member Vivian Baldwin, General Manager Bernard Franks, Assistant General Manager Jim Poff, Assistant General Manager Teresa Worley, Legal Counsel Steve Fincher, Executive Coordinator Amanda La Pierre, other CCWA staff and visitors.

Invocation

John Westervelt introduced Procurement Compliance Coordinator Yolanda Jackson to perform the invocation.

Adoption of Agenda

UPON MOTION by Dr. Cephus Jackson and second by Robin Malone, to adopt the agenda as presented, it was unanimously

RESOLVED to approve the agenda as presented.

Approval of Minutes

Chairman John Chafin called for any omissions or additions to the Minutes of the Regular Board Meeting held on October 4, 2018.

UPON MOTION by Vivian Baldwin and second by Dr. Cephus Jackson, it was unanimously

RESOLVED to approve the Minutes of the October 4, 2018 Regular Board Meeting.

Financial and Statistical Reports

Finance Director Allison Halron reviewed the financial information distributed to the Board for the period ending September 30, 2018. Information only, no action taken.

Recognition

2018 Safety Team Awards: Safety & Compliance Officer Walter Barber recognized the winners of the 2018 Safety Team Awards. Information only, no action taken.

Retirement Recognition of Assistant General Manager Jim Poff: John Chafin and Bernard Franks recognized Assistant General Manager Jim Poff for 30 years of service with CCWA upon the occasion of his upcoming retirement. Information only, no action taken.

New Business

CCWA Hurricane Relief Effort Update: HR Director Ed Durham presented an update on CCWA's relief effort for victims of Hurricane Michael. Information only, no action taken.

Annual Contract for Tree Removal Services Recommendation: Stormwater Program Manager Kevin Osbey presented a recommendation on the Annual Contract for Tree Removal Services.

On occasion, CCWA needs the services of an experienced and qualified tree removal company to perform tree trimming, cutting and removal along with brush clearing and removal. Most of the trees and brush are located above underground water, sewer, and stormwater infrastructure in need of repair or replacement.

Contractor	Total Bid Summary	CCWA SLBE Vendor	SLBE Bid Summary
C&C Disaster Tree Service, LLC <i>McDonough, GA</i>	\$52,049.00	No	\$52,049.00
Treeworks <i>McDonough, GA</i>	\$244,784.00	Yes (7.5%)	\$226,425.20
Atlanta Premier Tree Solutions, LLC <i>Cumming, GA</i>	\$249,000.85	No	\$249,000.85
Arborserv Tree Care Professionals <i>Stone Mountain, GA</i>	\$273,613.00	Yes (7.5%)	\$253,092.03
ADFS, LLC <i>Chipley, FL</i>	\$430,618.00	No	\$430,618.00
Georgia Power <i>Atlanta, GA</i>	\$1,143,375.00	No	\$1,143,375.00
Pro-Tree Inc. <i>Jonesboro, GA</i>	\$1,889,371.30	No	\$1,889,371.30

Clayton County Water Authority
Annual Contract for Tree Removal Services
Tuesday, October 2, 2018 (Bid Opening)

Unit Pricing

No.	Work Item	Detail	Unit	C & C DISASTER TREE SERVICE	TREEWORKS	ATLANTA PREMIER TREE	ARBORSERV	ADFS LLC	GEORGIA POWER	PRO- TREE INC.
				Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Emergency Mobilization		EA	400.00	450.00	500.00	400.00	1,000.00	1,875.00	500.00
2	Tree Cutting and Removal	Removal of trees 4" to 8" DBH	EA	5.00	65.00	55.00	80.00	35.00	375.00	50.00
3	Tree Cutting and Removal	Removal of trees > 8" to 16" DBH	EA	10.00	175.00	171.60	172.00	45.00	500.00	200.00
4	Tree Cutting and Removal	Removal of trees > 16" to 24" DBH	EA	75.00	350.00	300.30	355.00	75.00	1,000.00	500.00
5	Tree Cutting and Removal	Removal of trees > 24" to 32" DBH	EA	450.00	500.00	450.45	500.00	125.00	1,500.00	800.00
6	Tree Cutting and Removal	Removal of trees > 32" DBH	EA	550.00	700.00	675.68	700.00	225.00	2,500.00	1,500.00
7	Tree Stump Grinding and Removal	Stump Grinding 4" to 8" DIA	EA	6.00	10.00	75.00	10.00	55.00	125.00	10.00
8	Tree Stump Grinding and Removal	Stump Grinding > 8" to 16" DIA	EA	10.00	20.00	93.75	20.00	65.00	200.00	20.00
9	Tree Stump Grinding and Removal	Stump Grinding > 16" to 24" DIA	EA	12.00	40.00	117.19	45.00	85.00	300.00	30.00
10	Tree Stump Grinding and Removal	Stump Grinding > 24" to 32" DIA	EA	15.00	60.00	146.48	65.00	110.00	400.00	50.00
11	Tree Stump Grinding and Removal	Stump Grinding > 32" DIA	EA	50.00	80.00	183.11	100.00	165.00	500.00	60.00
12	Tree Trimming and Removal	Tree Trimming up to 4" DIA	EA	15.00	35.00	45.00	53.00	45.00	250.00	20.00
13	Tree Trimming and Removal	Tree Trimming > 4" to 8" DIA	EA	15.00	60.00	101.25	100.00	55.00	500.00	50.00
14	Tree Trimming and Removal	Tree Trimming > 8" to 16" DIA	EA	125.00	175.00	177.19	175.00	65.00	750.00	75.00
15	Tree Trimming and Removal	Tree Trimming > 16" to 24" DIA	EA	300.00	350.00	318.94	300.00	75.00	1,500.00	100.00
16	Tree Trimming and Removal	Tree Trimming > 24" DIA	EA	400.00	500.00	446.51	450.00	85.00	1,875.00	120.00
17	Mechanical Bush Hogging/Brush Clearing	Areas Less than 5,000 S.F.	SF	0.01	0.04	0.12	0.03	0.10	0.21	0.10
18	Mechanical Bush Hogging/Brush Clearing	Areas between 5,001 S.F. to 20,000 S.F.	SF	0.01	0.03	0.06	0.02	0.50	0.21	0.08
19	Mechanical Bush Hogging/Brush Clearing	Areas between 20,001 S.F. to 40,000 S.F.	SF	0.01	0.02	0.03	0.02	0.85	0.21	0.07
20	Mechanical Bush Hogging/Brush Clearing	Areas greater than 40,001 S.F.	SF	0.01	0.01	0.03	0.02	0.65	0.21	0.06
21	Manual Brush Clearing and Removal	Areas Less than 5,000 S.F.	SF	0.01	0.25	0.24	0.25	0.67	0.25	0.25
22	Manual Brush Clearing and Removal	Areas between 5,001 S.F. to 20,000 S.F.	SF	0.01	0.23	0.22	0.20	0.72	0.25	0.22
23	Manual Brush Clearing and Removal	Areas between 20,001 S.F. to 40,000 S.F.	SF	0.01	0.20	0.20	0.15	1.00	0.25	0.20
24	Manual Brush Clearing and Removal	Areas greater than 40,001 S.F.	SF	0.01	0.18	0.18	0.15	0.78	0.25	0.18
25	Tree Inventory & Surveying	Consultation Services	HR	10.00	30.00	175.00	30.00	15.00	120.00	35.00
26	Hourly Labor	Superintendent	HR	25.00	27.00	135.00	27.00	40.00	155.00	35.00
27	Hourly Labor	Foreman	HR	15.00	19.50	125.00	18.50	30.00	105.00	35.00
28	Hourly Labor	Operator	HR	16.00	21.00	100.00	25.00	20.00	105.00	35.00
29	Hourly Labor	Laborer/Climbers	HR	26.00	25.00	100.00	25.00	17.50	105.00	55.00

Clayton County Water Authority
Annual Contract for Tree Removal Services
Tuesday, October 2, 2018 (Bid Opening)

Unit Pricing

No.	Work Item	Detail	Unit	C & C DISASTER TREE SERVICE	TREWORKS	ATLANTA PREMIER TREE	ARBORSERV	ADFS LLC	GEORGIA POWER	PRO- TREE INC.
				Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
30	Hourly Labor	Dump Truck Driver	HR	20.00	27.00	100.00	25.00	19.50	105.00	35.00
31	Hourly Equipment	17,000 # Class Excavator	HR	70.00	75.00	75.00	75.00	349.00	105.00	100.00
32	Hourly Equipment	10,000 # Class Excavator	HR	60.00	65.00	65.00	65.00	249.00	105.00	90.00
33	Hourly Equipment	30,000 # Class Rubber Tired Loader	HR	85.00	100.00	85.00	75.00	349.00	105.00	100.00
34	Hourly Equipment	Rubber Tired Backhoe / Loader	HR	35.00	45.00	85.00	50.00	179.00	105.00	100.00
35	Hourly Equipment	18,000 # Class Track Dozier	HR	65.00	63.00	85.00	65.00	499.00	105.00	100.00
36	Hourly Equipment	Dump Truck (Tandem Rear Axle)	HR	75.00	75.00	125.00	75.00	201.00	105.00	85.00
37	Hourly Equipment	Utility Truck - Fully Equipped	HR	25.00	35.00	125.00	35.00	299.00	105.00	50.00
38	Hourly Equipment	Boom Truck - Min 55' Vertical Reach	HR	100.00	95.00	150.00	80.00	317.00	105.00	100.00
39	Hourly Equipment	Grapple Truck with Dump Body	HR	70.00	75.00	175.00	90.00	241.00	155.00	100.00
40	Hourly Equipment	Shredder/Chipper 6" Capacity	HR	20.00	30.00	30.00	40.00	165.00	65.00	50.00
41	Hourly Equipment	Shredder/Chipper 12" Capacity	HR	25.00	40.00	35.00	40.00	265.00	95.00	75.00
42	Hourly Equipment	Shredder/Chipper 18" Capacity	HR	55.00	60.00	125.00	40.00	775.00	125.00	125.00

Recommendation:

CCWA staff recommended awarding the contract to C&C Disaster Tree Services, LLC. as the primary contractor and to Treeworks as the backup contractor at the bid pricing provided.

UPON MOTION by Marie Barber and second by John Westervelt, it was

RESOLVED to award the contract to C&C Disaster Tree Services, LLC. as the primary contractor and to Treeworks as the backup contractor based on their unit prices with an option to renew for a second and third year with the same terms and conditions, contingent upon approval of bonds and insurance as required and to authorize the General Manager to sign the contract. In favor: John Chafin, Marie Barber, Rodney Givens, John Westervelt, Robin Malone and Vivian Baldwin. Opposed: Dr. Cephus Jackson. Motion passes.

South Clayton County Sewer Service Agreement with HCWA (Henry County Water Authority): Assistant General Manager Jim Poff presented a recommendation on the South Clayton County Sewer Service Agreement with HCWA (Henry County Water Authority).

STATE OF GEORGIA
COUNTY OF HENRY

INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO SANITARY SEWER SERVICE
SOUTHWEST HENRY COUNTY/SOUTH CLAYTON COUNTY
(FORSTON, LOWER WOOLSELY AND WILDWOOD ROAD)

HENRY COUNTY, GEORGIA

This INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made and entered into as of 11th day of October, 2018 by and between the Clayton County Water Authority ("CCWA"), a public body corporate and politic created and existing under the laws of the State of Georgia, and the Henry County Water Authority ("HCWA"), a public body corporate and politic created and existing under the laws of the State of Georgia (referred to herein individually as a "Party" or together as the "Parties").

WITNESS ETH

WHEREAS, the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph I(a), provides that:

'... any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide"; and

WHEREAS, CCWA was created by an Act of the Georgia General Assembly pursuant to Ga. L. 1955, pp. 3344-3351, as amended; and

WHEREAS, HCWA was created by an Act of the Georgia General Assembly pursuant to Ga. L. 1961, pp. 2588, as amended; and

WHEREAS, in accordance with said legislation and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, each of these public entities are authorized to enter into this intergovernmental agreement; and

WHEREAS, at the time of entering into this Agreement, CCWA does not have a sanitary sewerage line and treatment facilities to serve property owners located in areas of south Clayton County, Georgia; and

WHEREAS, CCWA desires to provide sanitary sewer service to a portion of south Clayton County by extending its sanitary sewerage system to serve the areas of south Clayton County reflected on Exhibit "A", attached hereto and made a part hereof and referenced herein as the "SOUTH CLAYTON AREA"; and

WHEREAS, under an existing June 14, 1995 "Clayton-Henry Bear Creek Drainage Basin Sewerage" Agreement (the "Existing Agreement"), CCWA paid \$250,000 in plant capacity costs that reserves 23,700 gallons per day (gpd) for CCWA; and

WHEREAS, CCWA has paid an additional \$86,500 towards upsizing the main sewer outfall line to the HCWA Bear Creek Wastewater Treatment Plant; and

WHEREAS, the main sewer outfall line to the HCWA Bear Creek Wastewater Treatment Plant has been installed and upsized to accommodate the additional flows from CCWA; and

WHEREAS, the Parties desire to amend the Existing Agreement as set forth herein; and

WHEREAS, HCWA is desirous of assisting CCWA in the future development of the SOUTH CLAYTON AREA by allowing access to its wastewater treatment facilities; and

WHEREAS, HCWA has sewerage and wastewater treatment facilities in Henry County that may be utilized by CCWA as part of the service to the SOUTH CLAYTON AREA;

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby do covenant and agree as follows:

1.

CCWA, at its sole cost and expense, shall design, construct, install, inspect, and maintain extensions of the sewerage system into Clayton County in accordance with all applicable rules and regulatory requirements of CCWA, HCWA and the State of Georgia. CCWA will connect to HCWA's sanitary sewerage system at such future locations as may be authorized, in writing, by HCWA.

2.

CCWA shall be responsible for the acquisition of any and all permits and sewer easements required for the construction and installation of any projects to install or extend sewer service to the SOUTH CLAYTON AREA as depicted in Exhibit A .

3.

CCWA, at its expense, shall contract with an independent third party contractor to install a sanitary sewer flow meter at or near the connection point(s) designated by HCWA, in compliance with the standards and specifications of HCWA. An independent third party contractor shall maintain and read this meter at the expense of CCWA and report the readings to HCWA and CCWA on a monthly basis. HCWA shall invoice CCWA on a monthly basis the rates below. CCWA shall pay the wholesale rate of 75% of the highest tier of HCWA's retail commercial sewer rate, as HCWA may amend it from time to time. CCWA will pay 1.5 times this wholesale rate (as defined herein) for that flow which is in excess of 23,700 gpd during any 30-day billing cycle. CCWA shall make payment within thirty (30) days of receiving invoices from HCWA. In the event of a meter failure which prevents the development of a continuous flow of data for any month for billing purposes, that month will be billed on the basis of the average of the three (3) preceding monthly flows.

4.

HCWA has reserved 23,700 gpd of sewer capacity at HCWA's Bear Creek Wastewater Treatment Plant for CCWA, per the June 14, 1995 "Clayton-Henry Bear Creek Drainage Basin Sewerage Agreement." Capital contributions or any future capital improvements to HCWA's sewer collection and treatment system are included in the rate as established in Section 3 above.

5.

Once average daily flow exceeds 15,000 gpd, if average daily flow for any billing period (1) exceeds 1.5 times the average daily flow for the previous 12 months, or (2) if any instantaneous flow exceeds 2.5 times the average daily flow for the previous 12 months, then CCWA shall present an infiltration and inflow identification and management plan to HCWA within ninety (90) days of this event.

If average daily flow consistently exceeds 23,700 gallons per day over a period of ninety (90) days, CCWA shall either (1) present a plan to HCWA to reduce flows to stay within the allocation set in paragraph 4 above, or (2) pay to HCWA a capital charge based upon the then current HCWA rate on the additional flow level above 23,700 gpd as may be agreed to by the Parties. Under no circumstance shall Clayton County's average daily flow exceed 50,000 gallons per day. 6.

CCWA shall notify all parties utilizing HCWA sanitary sewer service within the SOUTH CLAYTON AREA that all discharge into the sewer system must meet the standards and specifications of HCWA and of the State of Georgia. CCWA shall issue an industrial pretreatment permit to any categorical industries or other industries as identified by HCWA's Sewer Use Ordinance and Regulations, as a user requiring an industrial pretreatment permit. If a sanitary sewer surcharge is warranted, then CCWA shall establish rates that are identical to HCWA sewer surcharge rates, as these rates may be modified from time to time by HCWA, and CCWA shall invoice to the industry on a monthly basis. All funds collected by CCWA for such industrial pretreatment permitted discharges shall be paid to be HCWA within thirty (30) days of receipt of payment.

7.

HCWA agrees that it will take such action as is reasonably required to provide treatment facilities up to 23,700 gallons per day for the sanitary sewage generated from the SOUTH CLAYTON AREA; provided however, that in the event acts of God or war require that the HCWA must limit access to its sewer collection and treatment system for Henry County users, SOUTH CLAYTON AREA users shall be subject to the same limitations as may be imposed upon HCWA regular customers.

8.

Nothing in this agreement is intended to neither modify the water service area of responsibilities existing on or before the execution of this agreement nor to modify the provision of services to any existing customers.

9.

CCWA agrees to terminate the water services for any sewer customer that, after reasonable and proper notice, and failure to cure, is not in compliance with HCWA wastewater discharge requirements or ordinances.

10.

Each party hereto agrees to maintain its portion of the sewerage system in accordance with all applicable rules and regulatory requirements of its respective board of directors and the State of Georgia.

11.

Nothing contained herein shall require HCWA to provide sewer services to any other area of Clayton County other than the SOUTH CLAYTON AREA nor shall HCWA be required to accept any sewage for treatment which does not meet all criteria of HCWA Sewer Use Ordinance and Regulations, as may be amended, which is hereby referenced and made a part hereof.

12.

The term of this Agreement shall commence upon the date hereof and shall expire on June 14, 2045, unless terminated by CCWA prior to such date. This Agreement shall terminate three hundred sixty (360) days after written notification from CCWA to HCWA or HCWA to CCWA that it desires to terminate this agreement. CCWA shall disconnect all of its facilities from the HCWA sewer collection and treatment system within such three hundred sixty (360) day notice period.

13.

Failure of CCWA to pay HCWA any of the payments required under this agreement when due, or failure of any party to comply with any covenant, term, or obligation of this agreement, which failure is not timely cured after reasonable notice, shall constitute a material default on the part of such party. In any such event, the non-defaulting party may bring any suit, action, or proceeding in law or equity, including, but not limited to, mandamus, injunction, and/or action for specific performance as may be necessary or appropriate to enforce any provision, covenant, term, or obligation of this Agreement against the other party.

14.

This Agreement shall be binding upon the undersigned parties in their respective official capacities, their successors in office, and lawful assigns.

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15.

This Agreement constitutes the entire agreement among the Parties as to the subject matter hereof and may not be modified, altered or amended except by mutual consent of the Parties in writing.

16.

All notices hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid addressed as follows:

If to CCWA:

Clayton County Water Authority
1600 Battle Creek Road
Morrow, GA 30260-4302
Attention: Chairman

If to HCWA:

Henry County Water Authority
1695 Hwy 20 West
McDonough, GA 30253
Attention: Chairman

The Parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

17.

The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

18.

Should any provision of this Agreement be unlawful, invalid or void, the remainder of this Agreement shall remain effective and be enforced to the greatest extent permitted by law to accomplish the purposes hereof.

19.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties. Facsimile or .pdf signatures shall be deemed originals with the same enforceability as if they were originals.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the year and day first above written.

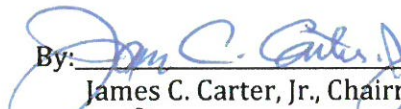
CLAYTON COUNTY WATER AUTHORITY

By: _____ (SEAL)
John Chafin, Chairman

Attest: _____ (SEAL)

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HENRY COUNTY WATER AUTHORITY

By:  _____ (SEAL)
James C. Carter, Jr., Chairman

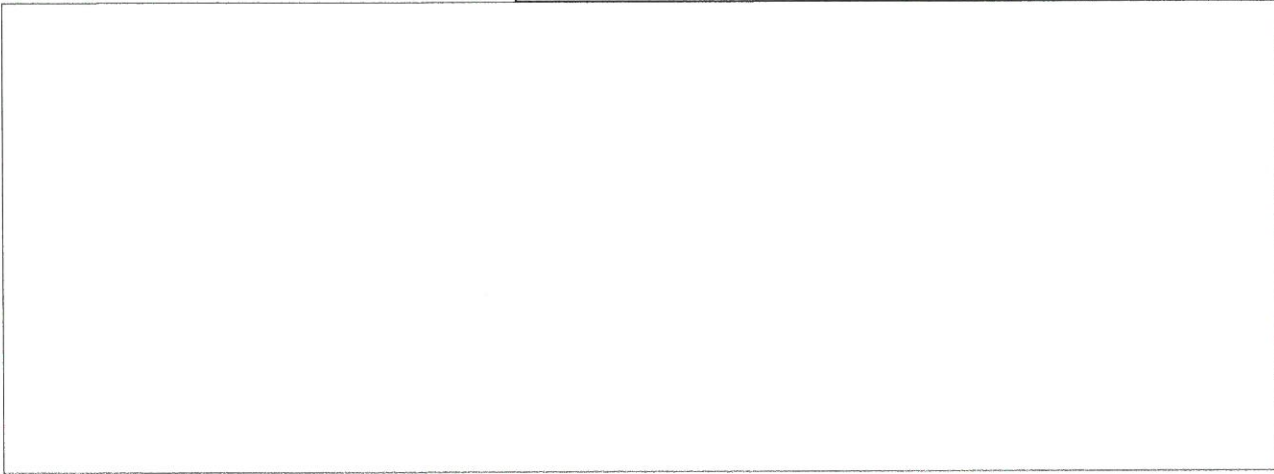
Attest:  _____ (SEA
Kimberly Turner Osborne, Clerk L)

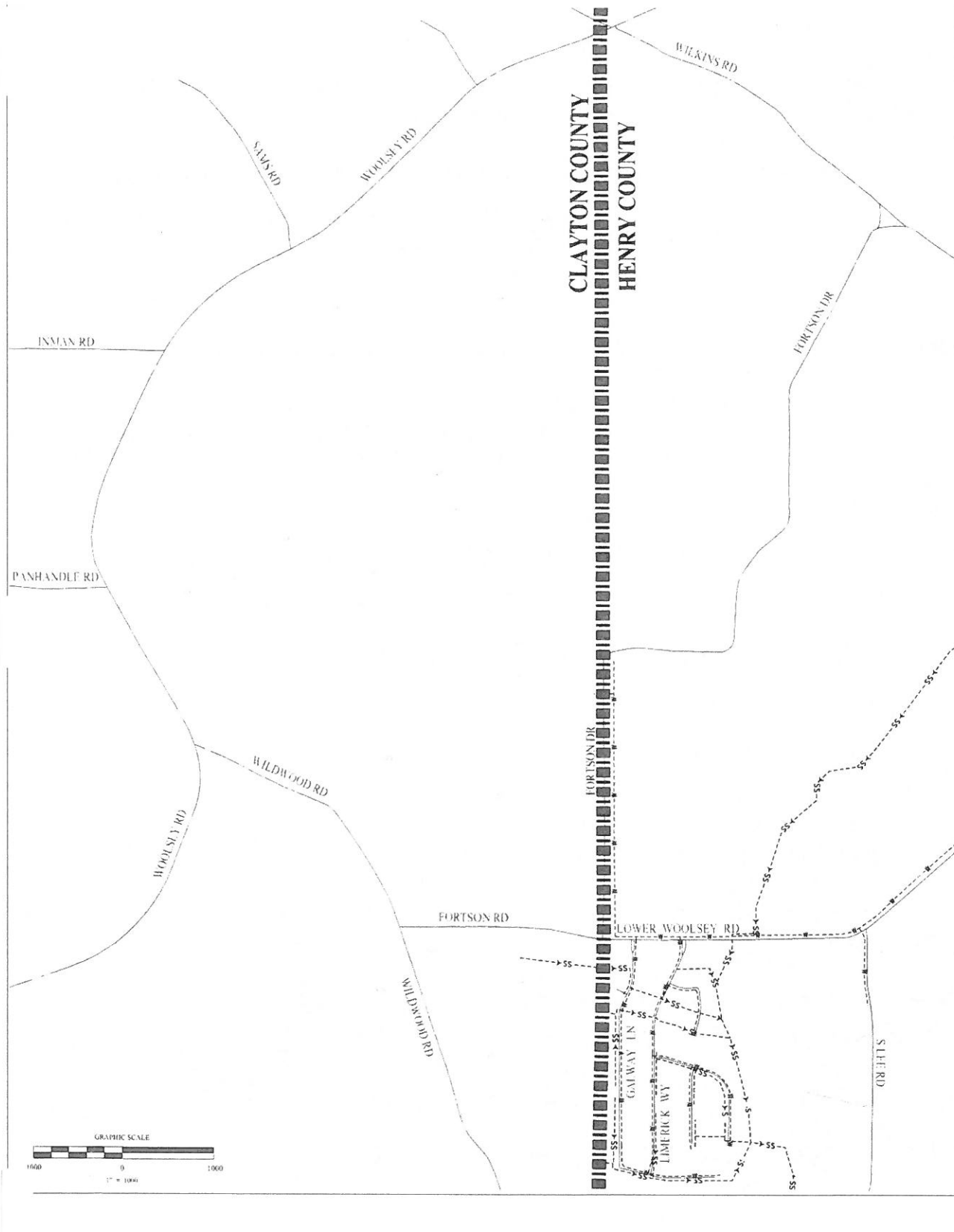
Regular Board Meeting
November 1, 2018

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EXHIBIT A





Recommendation:

CCWA staff recommended approval of the South Clayton County Sewer Service Agreement with HCWA (Henry County Water Authority).

UPON MOTION by Dr. Cephus Jackson and second by Marie Barber, it was unanimously RESOLVED to approve the South Clayton County Sewer Service Agreement with HCWA (Henry County Water Authority).

Executive Session

UPON MOTION by Dr. Cephus Jackson and second by Rodney Givens, it was unanimously

RESOLVED to enter an Executive Session in order to discuss personnel, legal and land matters.

UPON MOTION by Marie Barber and second by Dr. Cephus Jackson, it was unanimously RESOLVED to leave the Executive Session and return to open session.

Updates from the Board Members and General Manager

UPON MOTION by Rodney Givens and second by Marie Barber it was unanimously RESOLVED to approve the Executive Session minutes as presented.

Kevin Osbey provided an update on Stormwater credits.

Bernard Franks provided an update on the Clayton County Chamber of Commerce Veteran's Day Luncheon.

Bernard Franks provided an update on the CCWA SLBE (Small Local Business Enterprise) Program Mixer.

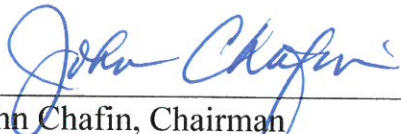
Bernard Franks provided an update on the Huie Recreation Non-Profit Foundation.

Bernard Franks provided an update on the Clayton Nights event.


Bernard Franks provided an update on the 2019 CCWA Budget Retreat.

Adjourn

UPON MOTION by Marie Barber and second by Dr. Cephus Jackson it was unanimously
RESOLVED to adjourn the Board Meeting at 4:15 p.m., there being no further business to
come before the Board of Directors.



John Chafin, Chairman



Rodney Givens, Secretary/Treasurer

