

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 Teresa Worley, Legal Counsel Steve Fincher, Executive Coordinator Amanda La Pierre, other CCWA staff and visitors. Absent: Assistant General Manager Keisha Thorpe.

Invocation

John Chafin introduced General Services Director Brent Taylor to perform the invocation.

Adoption of Agenda

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

RESOLVED to adopt the agenda as presented. (Absent: John Westervelt).

Approval of Minutes

Chairman John Chafin called for any omissions or additions to the Minutes of the Regular Board Meeting held on June 6, 2019.

UPON MOTION by Dr. Cephus Jackson and second by Robin Malone, it was unanimously

RESOLVED to approve the Minutes of the Regular Board Meeting held on June 6, 2019. (Absent: John Westervelt).

Financial and Statistical Reports

Finance Director Allison Halron reviewed the financial information distributed to the Board for the period ending May 31, 2019. Information only, no action taken.

New Business

Compact Wheel Loader Purchase Recommendation: Stormwater Director Kevin Osbey presented a recommendation on the purchase of a Compact Wheel Loader.

The Clayton County Water Authority Stormwater Utility's maintenance department operates with four crews. Two crews concentrate on the repair and replacement of damaged infrastructure, full time. Presently, each crew is assigned a Backhoe. Currently, one crew has a Deere Backhoe that was purchased in 2007.

Regular Board Meeting
July 11, 2019

5617

After nearly 12 years of service, this Backhoe has reached a point of not being a reliable frontline unit. The years of daily use has resulted in both increased maintenance costs and lost productivity.

YANCEY CAT		Earthmoving Sales Order		DATE <u>Apr 25, 2019</u>																																			
Yancey Bros.Co. 330 Lee Industrial Blvd.Austell, GA 30168																																							
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">PURCHASER <u>CLAYTON CO. WATER AUTHORITY</u></td> <td colspan="3"></td> </tr> <tr> <td colspan="2">STREET ADDRESS <u>1600 BATTLE CREEK ROAD</u></td> <td colspan="3"><SAME></td> </tr> <tr> <td>CITY/STATE <u>MORROW, GA</u></td> <td>COUNTY <u>CLAYTON</u></td> <td colspan="3"></td> </tr> <tr> <td>POSTAL CODE <u>30260-4300</u></td> <td>PHONE NO. <u>770-961-2130</u></td> <td colspan="3"></td> </tr> <tr> <td colspan="2">EQUIPMENT</td> <td colspan="3"></td> </tr> <tr> <td colspan="2">PRODUCT SUPPORT</td> <td colspan="3"></td> </tr> <tr> <td colspan="2">INDUSTRY CODE: <u>COUNTY GOVERNMENT (GV92)</u></td> <td colspan="2">PRINCIPAL WORK CODE</td> <td>F.O.B. AT:</td> </tr> </table>					PURCHASER <u>CLAYTON CO. WATER AUTHORITY</u>					STREET ADDRESS <u>1600 BATTLE CREEK ROAD</u>		<SAME>			CITY/STATE <u>MORROW, GA</u>	COUNTY <u>CLAYTON</u>				POSTAL CODE <u>30260-4300</u>	PHONE NO. <u>770-961-2130</u>				EQUIPMENT					PRODUCT SUPPORT					INDUSTRY CODE: <u>COUNTY GOVERNMENT (GV92)</u>		PRINCIPAL WORK CODE		F.O.B. AT:
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CUSTOMER NUMBER <u>903786</u>		Sales Tax Exemption # (if applicable) <u>N/A</u>		QUOTE NO <u>167195</u>																																			
CUSTOMER PO NUMBER																																							
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DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED																																							
MAKE: CATERPILLAR, INC.		MODEL: 918M QC		YEAR: 2019																																			
STOCK NUMBER: EM2181671		SERIAL NUMBER: 0H2600722																																					
918M WHEEL LOADER	457-1488	HEATER AND AIR CONDITIONER	462-7111	LIMITER, AXLE OSCILLATION 473-9440																																			
LANE 2 ORDER	0P-9002	SECURITY SYSTEM, NONE	433-3258	BUCKET, GP, 2.4 YD3, 1T, BOCE 492-2491																																			
ENGINE, C4.4, T4F, HRC	462-7421	LIGHTS, ROADING, RH DIP	423-5544	CARRIAGE, STANDARD COUPLER 390-8288																																			
VALVE, DRAIN, ECO	308-0189	FENDERS, EXTENDED COVER	469-5852	FORK TINES, 2" X 5" X 53" 6W-9739																																			
LOADER ARR, STD CPLR, STD LIFT	472-2513	ENGINE COOLANT, STANDARD	450-5406	PACK - BUCKET GROUP (WHL) 0G-3281																																			
3V QUICK DISCONNECT PUSH FIT	486-3775	HYDRAULIC OIL, STANDARD	450-5405	FUEL, STANDARD 524-5098																																			
BATTERY, STANDARD	462-7342	INSTRUCTIONS, ANSI	476-2741	PRODUCT LINK, CELLULAR, PL240 508-0797																																			
STEERING, STANDARD	464-9682	SERIALIZED TECHNICAL MEDIA KIT	421-8926	FEATURE PACKAGE, BASIC, STD LIFT 471-6771																																			
CAB, DELUXE, SINGLE BRAKE	463-2090	LIGHTS, CAB, WORKING HALOGEN	448-9539	TIRES, 17.5 R25, MX, L2 XTLA 385-5822																																			
CAMERA, REAR VIEW	504-4835	ALARM, BACK-UP	474-1980	HYDRAULICS, 3V/1L, STD LIFT 451-4344																																			

TRADE-IN EQUIPMENT			SELL PRICE	125,849
MODEL: _____	YEAR: _____	SN: _____	NET BALANCE DUE	125,849
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	TOTAL QUOTE PRICE	125,849
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE. PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY			<input type="checkbox"/> USED EQUIPMENT WARRANTY	
INITIAL _____ The customer acknowledges that he has received a copy of the YANCEY/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: standard warranty			INITIAL _____ All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:	
CSA: _____ NOTES: state contract # 99999-001-SPD0000102-0025				

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY

YANCEY
Keith Raisanen

REPRESENTATIVE

APPROVED AND ACCEPTED ON

CLAYTONCO. WATER AUTHORITY

PURCHASER

PURCHASER

BY

SIGNATURE

TITLE

TERMS AND CONDITIONS

PRICE: THE PRICES LISTED ARE SUBJECT TO INCREASE IN THE EVENT (i) HIGHER PRICES ARE BEING GENERALLY QUOTED BY YANCEY BROS. CO. FOR SIMILAR EQUIPMENT AT THE TIME THE EQUIPMENT IS DELIVERED TO CUSTOMER, OR (ii) A CHANGE OCCURS IN THE CONTEMPLATED TIME OR MANNER OF DELIVERY. TITLE AND SECURITY INTEREST.

- (a) In the event this Order provides for a lease of the Equipment to Customer, Customer hereby acknowledges and agrees that title to all such equipment and to all replacements or substitutions thereof shall at all times remain in Yancey Bros. Co. Customer further agrees to keep the Equipment free from any all liens, claims, and security interests, and shall do or permit no act or thing whereby Yancey Bros. Co. title or rights may in any way may be encumbered or impaired. Customer shall not be entitled to exercise any purchase option, which may be granted with respect to the Equipment if Customer is in default of its obligations to Yancey Bros. Co. under this Order or any equipment lease, conditional sales contract, or other agreement with Yancey Bros. Co.
- (b) In the event this Order provides for a sale of the Equipment to Customer, and Customer does not pay Yancey Bros. Co. in full for all obligations relating to the Equipment as designated by this Order upon or prior Customer does hereby create and grant a purchase money security interest in and to the Equipment in favor of Yancey Bros. Co., and Yancey Bros. Co. hereby reserves a purchase money security interest in the Equipment secure payment of all Customer's obligations to Yancey Bros. Co. in connection with the Equipment as provided under this Order. Upon customer's execution of this Order, and written acceptance thereof by this Order shall constitute a security agreement and shall be enforceable against Customer as such in accordance with the Uniform Commercial Code as adopted in the State of Georgia. Upon any default by Customer in its obligations pursuant to this Order, Yancey Bros. Co. may exercise any and all rights available to it by agreement or under law, including the aforesaid Uniform Commercial Code. Without limiting the generality of the foregoing, upon any default, Yancey Bros. Co. may declare the entire unpaid portion of the Customer's obligation hereunder immediately due and payable, and the agreement of sale or lease terminated, and may require Customer to assemble the Equipment and make it available to Yancey Bros. Co. at a convenient place designated by Yancey Bros. Co. In addition, Yancey Bros. Co. may, at its option, charge and collect from Customer, as liquidated damages, and amount equal to all costs and expenses incurred by Yancey Bros. Co. in delivering, repossessing, and returning the Equipment, plus rental payments for the period Customer had possession of the Equipment in an amount not less than the rental payments normally charged by Yancey Bros. Co. for similar equipment on a month-to-month lease.

As used herein, the term "Equipment" shall mean all machinery and equipment described in the face of this Order, together with all parts, accessories, supplies, materials, and other items attached to or located on the Equipment, and, unless the context otherwise requires, shall also include all dealer preparation services related to the Equipment which Yancey Bros. Co. may agree to provide.

1. Acceptance: Applicable Terms and Conditions of Purchase.

- (a) This Equipment order shall become a contract between Customer and Yancey Bros. Co., subject to all terms and conditions set forth herein and on the reverse side hereof, upon

Yancey Bros. Co.'s written acceptance of this order at its offices at 330 Lee Industrial Blvd, Austell, Georgia.

- (b) Acceptance of this Equipment Order is expressly limited to the terms and conditions set forth herein and on the reverse side hereof. Yancey Bros. Co. shall not be bound by any provisions on Customer's purchase order, acceptance, or other forms or documents (including counter offers) which purport to impose any terms and conditions at variance with the terms and conditions herein set forth, and any such terms and conditions of Customer shall have no force or effect and shall not constitute any part of the applicable terms and conditions of the purchase or lease, except to the extent that said terms and conditions are separately and specifically agreed to in writing by Yancey Bros. Co. Yancey Bros. Co.'s failure to object to provisions contained in Customer's order, acknowledgement, or other forms or documents shall not be deemed a waiver of the provision of Yancey Bros. Co.'s terms and conditions herein set forth.
2. **Payment:** Customer hereby promises to pay to the order of Yancey Bros. Co. all amounts shown due on the reverse side hereof in accordance with the terms therein set forth, together with all costs of collection, including (15%) percent as attorney's fees if collected by law or through an attorney at law. No discount or other reduction in the amount due may be taken by Customer unless specified on the face of this Order. Any check or remittance received from or for the account of Customer may be accepted and applied against any indebtedness or obligation owing by Customer, as shown by the books and records of Yancey Bros. Co. without prejudice to or the discharge of the remainder of any such indebtedness or obligations, regardless of any condition, proviso, statement, legend or notation appearing on, referring to or accompanying such check or remittance. Customer shall pay interest to Yancey Bros. Co. from maturity date of the invoice or the date any payment is due hereunder (i) if the amount payable exceeds \$3,000 at the rate per month of one and one half (1 ½%) percent, or (ii) of the amount payable is less than \$3,000 at the rate per annum of nine (9%) percent provided however, that in no event shall interest rate exceed the maximum lawful interest rate applicable.
3. **Credit and Default:** Yancey Bros. Co. may, at any time and from time to time, upon the occurrence of any adverse change in the financial condition or creditworthiness of Customer, limit or cancel the credit of Customer as to time and amount, and, as a consequence, may require a new application for credit or demand payment in cash prior to delivery of any unfilled or unpaid portion of this Order. Upon Customer's failure to make any such payment within ten (10) days after demand, or in the event of any default, breach or repudiation by Customer of any agreement with Yancey Bros. Co., or if customer shall become insolvent, call a meeting of its creditor, or make an assignment for the benefit of creditors, or if a bankruptcy, insolvency, reorganization or arrangement proceeding shall be commenced by or against Customer, Yancey Bros. Co. may cancel this and any other contracts with Customer (Customer remaining liable for all damages in connection therewith), defer any shipments hereunder, declare forthwith due and payable all outstanding bills of Customer under this or any other agreement, sell all or any part of the undelivered Equipment, without notice, at public or private sale, Customer to be responsible for the costs and expenses of such sale and for any deficiency, Yancey Bros. Co. to account to Customer for any excess (Yancey Bros. Co. having the right to become the buyer of such Equipment at any such sale), and bill all or any part of the undelivered Equipment to Customer. Approval of credit for one or more deliveries under this Order shall not be deemed a waiver of the provisions of this paragraph. Any property of Customer, including but not limited to Equipment billed and held (whether paid for or not) at any time and in Yancey Bros. Co.'s possession, either as a principal or agent, shall be deemed held as security for, and may at Yancey Bros. Co.'s option be set off against any and all of Customer's obligations to Yancey Bros. Co.
4. **Delivery Force Majeure:** Yancey Bros. Co. makes no guarantee or warranty as to the exact date of shipment or delivery, and any date specified in this Order is merely an estimated date of shipment or delivery. Unless otherwise specified in writing, delivery of Equipment may be effected by (i) the acceptance of the Equipment from shipment by a licensed public truck-man or common carrier, (ii) actual delivery of the

Equipment to Customer by Yancey Bros. Co. or its agent, or (iii) allocation of the Equipment to Customer at Yancey Bros. Co.'s facilities and notification to Customer that Equipment is available for pick-up, where

Customer has advised Yancey Bros. Co. that Customer will arrange for transportation of the Equipment. Except where the Equipment is being leased by Customer or payment in full is not to be made until after the Equipment has been delivered to Customer, title to the Equipment shall pass to Customer upon delivery, subject to Yancey Bros. Co.'s right of stoppage in transit. Equipment invoiced and held at any location, for whatever reason, shall be at Customer's risk and Yancey Bros. Co. may, at its option, charge for insurance and storage at prevailing rates.

5. Yancey Bros. Co. shall not be liable for any non-delivery or delay in delivery of all or any part of the Equipment due to accidents, strikes, fires, floods, war, civil insurrections, government regulation, delay or inability to obtain labor material or services through Yancey Bros. Co.'s usual and regular sources, casualty, acts of God or any other conditions or causes of like or unlike nature beyond the control of Yancey Bros. Co. in any such event, Yancey Bros. Co. may, in its sole discretion, without notice to Customer, at any time and from time to time, postpone the delivery dates under this Order for a time, which is reasonable under all the circumstances, or make partial delivery or cancel all or any portion of this order.
 - (a) Storage and Handling Charges. Yancey Bros. Co. may assess a service charge against Customer for handling, storing and transporting any of the Equipment ordered by Customer where Customer changes the terms of delivery from those set forth herein, or which Customer for any reason fails to accept when tendered by Yancey Bros. Co. or wrongfully rejects.
 - (b) Risk of Loss; Insurance. After delivery of Equipment to Customer, the risk of any loss, injury, or destruction of said Equipment shall be borne by Customer. Customer agrees to insure for the full insurable value thereof all of the Equipment and to keep the same insured against fire, theft, vandalism, and accidental physical damage on a standard policy with "Loss Payable Clause" for the benefit of Yancey Bros. Co. so long as any indebtedness to Yancey Bros. Co. is unpaid in connection with the Equipment. Customer shall purchase and maintain in effect during the term of this agreement, a Commercial General Liability Insurance policy, at an insured limit of no less than \$500,000 combined single limit per occurrence, with an insurer carrying an A.M. Best rating of no less than A-VII, written on an occurrence form, and including Yancey Bros. Co. as Additional insured. Such insurance shall be considered primary insurance for the benefit of Yancey Bros. Co. as Additional Insured with any other insurance maintained by Yancey Bros. Co. to be excess and non-contributory with respect to claims, loss or liability arising from the operations of Customer.
 - (c) Inspection and Notice of Nonconformity. Customer shall inspect the Equipment within five (5) days after the actual delivery of the Equipment at Customer's facilities or other location designated by Customer. Failure to make such inspection with five (5) day period shall constitute a waiver of the right to make any inspection prior to payment for the Equipment and shall further by a waiver of any defect which reasonable inspection prior to payment would have revealed. Yancey Bros. Co. shall in no event have any obligation to Customer for shortages or other patent defects in the Equipment unless written notice of such alleged shortages or defects shall have been delivered to Yancey Bros. Co. within ten (10) days after Customer's receipt of the Equipment, and Yancey Bros. Co. is afforded reasonable opportunity to examine the Equipment for the alleged shortages or defects within thirty (30) days after the receipt of such written notice. Customer's failure to reply promptly to Yancey Bros. Co.'s request for a full and detailed written statement of all alleged defects shall preclude Customer from relying on such defects to reject the Equipment. Customer's failure to comply with these requirements shall constitute

- irrevocable acceptance of the Equipment by Customer and bind Customer to pay the price of the Equipment.
- (d) **Restrictions on Use.** Customer shall comply with any and all limitations or restrictions, which may be imposed by Yancey Bros. Co. on the use and location of the Equipment where the Equipment is being leased to Customer or delivered to Customer prior to Customer's payment in full for the Equipment.
 - (e) **Customer's Remedies.** In the event the Equipment is covered by any warranty from the manufacturer of the Equipment, such warranty shall be Customer's sole and exclusive remedy with respect to any alleged defects in the Equipment, whether relating to material, workmanship, performance, or any other matter, and Customer shall have no claims or rights or causes of action against Yancey Bros. Co. with respect to such alleged defects in the Equipment. Yancey Bros. Co. shall in no event be liable for any costs, expenses, or damages incurred or sustained by Customer arising from any alleged loss of profits, interruption of operations, or other incidental or consequential damages.
 - (f) **Power of Attorney.** Customer does hereby irrevocably make, constitute and appoint Yancey Bros. Co. or any of its officers or designees Customer's true and lawful attorney in fact with full power and right to (i) complete, execute, and file any necessary or appropriate Uniform Commercial Code financing statements and similar documents evidencing or reflecting the grant by Customer of a security interest in and to the Equipment to Yancey Bros. Co., (ii) take possession of the Equipment and sell or cause to be sold such Equipment upon the occurrence of any default hereunder by Customer, and (iii) enter into and execute any and all agreements, conveyances, and other documents or instruments necessary or appropriate in connection with the enforcement by Yancey Bros. Co. of its rights and remedies upon the occurrence of any default hereunder by Customer, and Customer hereby ratifies and confirms all that Yancey Bros. Co. or its officers or designees, as such attorney in fact, shall do by virtue hereof. This power of attorney is one coupled with an interest and is irrevocable so long as there is any liability or obligation owing by Customer to Yancey Bros. Co. in connection with the equipment.
 - (g) **Indemnify.** To the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold harmless Yancey Bros. Co., and Yancey Bros. Co.'s officers, agents and employees from any and all claims, demand, actions, causes of action, damages, losses, costs and expenses (including reasonable attorney's fees) related to or arising from, in whole or in part, any act, error, omission, fault or negligence of Customer, Customer's officers, agents, employees, subcontractors, or anyone acting on Customer's behalf or for who actions Customer may be liable, related to the operation or use of equipment or goods leased under this contract. However, Customer's obligations under this paragraph shall not extend to the sole negligence of Yancey Bros. Co. or Yancey Bros. Co.'s officers, employees or agents.
 - (h) **Limitation of Actions.** Any judicial proceeding or other cause of action which Customer may bring against Yancey Bros. Co. for any alleged default in its obligations to Customer must be asserted or instituted within one (1) year after actual delivery of the Equipment to Customer or after such cause of action shall arise, whichever is later. i) **Miscellaneous:**
 - i. In the event more than one person, corporation, business association, or other entity constitutes the Customer identified on the reverse side hereof, all such persons, corporations, business associations, or other entities shall be jointly and severally liable to Yancey Bros. Co. for all indebtedness and obligations under this Order.

- ii. Yancey Bros. Co. shall not, by any act, delay, omission or otherwise, be deemed to have waived any of the rights or remedies under this Order, and no waiver, whatsoever shall be valid against Yancey Bros. Co. unless in writing signed by an authorized representative of Yancey Bros. Co. and then only to the extent set forth herein. Yancey Bros. Co.'s waiver of any right or remedy under the terms of this Order on any one occasion shall not be construed as a waiver of any right or remedy which Yancey Bros. Co. would otherwise have on a future occasion. iii. Except as otherwise expressly provided herein, any notice or communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid to Customer at Customer's address as the same appears on the reverse side hereof. Any such notice, if so mailed shall be deemed to have been received the third business day following such mailing. Customer may change its address for notice purposes by written notice to Yancey Bros. Co. as specified herein.
 - iv. The provisions of this Order shall be binding upon and shall inure to the benefit of the respective successors, assigns, heirs, and legal representatives of Customer and Yancey Bros. Co..
 - v. All rights and obligations under this Order, including matters of construction, validity and performance, shall be governed by the laws of the State of Georgia, including the provisions of the Uniform Commercial Code as enacted in said State. vi. The various provisions of this Order are severable and any determination of invalidity, illegality, or unenforceability of any one provision hereunder shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.
 - vii. Captions given to various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.
 - viii. Customer hereby agrees that Customer will execute and deliver to Yancey Bros. Co. any and all instruments, agreements, or other documents requested by Yancey Bros. Co. which Yancey Bros. Co. deems necessary or appropriate in connection with the sale or lease of Equipment to Customer.
6. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar, Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Initial

Date



DATA GOVERNANCE CONSENT FORM

The Data Governance Statement attached as Appendix A describes Caterpillar's practices for collecting, sharing and using data and information relating to machines, products or other assets

and their associated worksites—for example to enable Cat® Connect and other digital offerings. Please review the Caterpillar Data Governance Statement (also available at www.cat.com/data_governance_statement) regularly and with care. If Caterpillar updates the Caterpillar Data Governance Statement, Caterpillar may notify you as indicated in the Data Governance Statement.

I acknowledge and agree:

- That I have read, understand and consent to this Data Governance Consent Form and Caterpillars Data Governance Statement
- That I hereby grant to Caterpillar and its affiliates (as defined in the Data Governance Statement), and each of their respective licensors, service providers, suppliers, subcontractors and distributors, a non-exclusive, worldwide, perpetual, paid-up, right and license, including the right to grant and authorize sublicenses through multiple levels, to access, use, process, manipulate, modify, compile with other data or works and/or create derivative works of, in accordance with the Data Governance Statement, any and all information that is collected, transmitted or further processed in accordance with the Data Governance Statement; that the foregoing license shall apply retroactively to the date on which such information was collected; and that the foregoing grant is made notwithstanding any more limited rights granted in any other agreements or understandings, including in any product manuals and other documentation related to Assets (as defined in the Data Governance Statement);
- That, to the extent not prohibited by applicable law, Caterpillar may, from time to time, remotely access and program telematics or other devices installed on Assets, for any purpose including by way of example, (a) to install, or cause to be installed, updates and upgrades to software, firmware, or operating systems (for example, to enhance safety, security or improve operation of Assets) or (b) to introduce new features, and/or change the type and frequency of data transmitted through telematics devices (for example, to conduct remote troubleshooting and/or provide increased customer value); that, Caterpillar cannot guarantee that user preferences and configuration settings will be preserved following such an update, whether performed remotely or otherwise; that, to the extent not prohibited by applicable law, Caterpillar may perform such activities without further notification; and that I may withdraw my consent to the installation of updates and upgrades at any time, or make other related requests to Caterpillar, by contacting Caterpillar at CatConnectSupport@cat.com.

In the event that you transfer ownership, lease, use, or operation of any Assets, you should (i) notify the next owner, leaseholder, user or operator of such Assets of the terms of this Data Governance Consent Form and (ii) notify your dealer that you have transferred ownership, lease, use, or operation of the Assets and identify the person or entity to whom ownership, lease, use, or operation has been transferred.

By signing below I voluntary consent and agree to this Data Governance Consent Form:

Company:	CLAYTON _____	CO. WATER AUTHORITY
Represented by (name):	_____	
Signature	_____	
Date	Apr25, 2019 _____	

Vendor	Model	List Price	State Contract Discount	Total Price
CAT Yancey Austell, GA	Caterpillar 918M	\$180,416	(\$54,567)	\$125,849

Recommendation:

CCWA staff recommended awarding the purchase of one (1) Caterpillar 918M Compact Wheel Loader to Yancey Brothers Company for the total cost of \$125,849.00 under State Contract #99999-001-SPD0000102-025.

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

RESOLVED to award the purchase of one (1) Caterpillar 918 M Compact Wheel Loader to Yancey Brothers Company for the total cost of \$125,849.00 under State Contract #99999-001-SPD0000102-025.

W.B. Casey Emergency Backup Influent Pump Recommendation: Water Reclamation Director Kendra Stanciel presented a recommendation on the purchase of a W.B. Casey Emergency Backup Influent Pump.

This capital purchase is needed to provide emergency backup pumping capabilities at the W.B. Casey RPS. This pump station has four submersible pumps for pumping raw sewage from the Casey raw pump station up to the Casey preliminary treatment process. This pump station has been in service for over 12 years now and the pumps are exposed to an extremely harsh environment on a constant basis.

In the past the station has encountered situations where multiple pumps were out for repair. Historically, due to these failures with the pumps, the plant staff had to bring in rental pumps to ensure appropriate pumping capacity of the station. Pump rentals of this nature are very expensive and disrupt the normal operation of the station. In situations where the station loses more than one pump due to mechanical failure we are at risk of an overflow and/or backing up raw sewage into our customer's homes. Having a backup pump will help minimize the chances of this ever happening in the future. This will also provide us with the pumping capacity that we need during high flow situations.

Recommendation:

CCWA staff recommended awarding the purchase of one (1) Flygt pump to Xylem Water Solutions at a total cost of \$138,913.40 as a sole source vendor.

UPON MOTION by Robin Malone and second by Marie Barber, it was unanimously

RESOLVED to award the purchase of one (1) Flygt pump to Xylem Water Solutions at a total cost of \$138,913.40 as a sole source vendor.

Strategic Asset Master Plan (SAMP) Update: Program Management and Engineering Director Kelly Taylor presented an update to the Strategic Asset Master Plan (SAMP). Information only, no action taken.

Hooper WPP Filter Pilot Testing Task Order Recommendation: Program Management and Engineering Director Kelly Taylor presented a recommendation on the Hooper WPP Filter Pilot Testing Task Order.

CCWA has taken a proactive approach to address the cause and effect of algal blooms in the reservoirs that have caused periodic taste and odor issues. This has included implementation of multiple management measures to identify, predict, control, and mitigate taste and odor. With regard to control measures at Water Production Plants, CCWA began a *Water Production Plant Treatment Technology Evaluation* after award by the CCWA Board of Directors (BODs) in December 2017. The objective of the evaluation was to select an advanced treatment technology to address water quality challenges and prepare CCWA for continued regulatory compliance in the future. Initially four technologies were selected to be tested on CCWA's raw water at a bench scale level which included advanced oxidation with ozone, ultraviolet irradiation – advanced oxidation process (UV/AOP), adsorption by granular activated carbon (GAC), and membrane nanofiltration (NF). Each of these technologies were tested with future regulations and variable influent quality in mind and tested to determine removal of:

- Taste & Odor
- Contaminants of Emerging Concern (CECs)
- Disinfection By-Products (DBPs)

Upon review of the laboratory results, the project team decided to identify conceptual designs for a GAC Retrofit, GAC contactors, UV, and Ozone at the Hooper Water Production Plant (WPP). Removal percentages for these three groups of compounds were evaluated as well as other design considerations and based on those results, the team determined granular activated carbon (GAC) would be pursued further.

GAC can be provided as filter media in the existing gravity filters or as separate GAC contactors. If the GAC can be utilized within the existing gravity filters, then the capital cost to install the GAC would be roughly \$6 million versus \$27 million for the GAC contactors. Because of the shallow filters at Hooper, using GAC in the existing filters presents some challenges with achieving desired empty bed contact times. Considering this, CCWA would like to conduct a pilot study to confirm the amount of GAC placed in the existing gravity filters would be adequate to provide taste and odor control and not be negatively impacted by current plant operations. The outcome of this study will confirm which GAC method is required to achieve the treatment goals and will provide better

information on the extent of capital dollars required for the project (\$6 million versus \$27 million) within the 2020 Strategic Master Plan.

The scope of services involves three tasks:

- **Task 1 – Pilot Test Planning and Protocol** – Pilot filters will be rented for a period of six months. The filters will be skid-mounted and have four 6-inch acrylic filter columns. The depth of the filter media in the pilot plant will be similar to the depth of the filter media at the full-scale plant. The filtration rate will be similar to that of the full-scale plant. Water quality goals and evaluation criteria for the filtered water will be determined as part of the project and can be utilized to make treatment decisions and demonstrate performance capability.
- **Task 2 – Pilot Test Operations and Data Collection** – All elements of the pilot water treatment plant will be new but several activities need to be completed to startup the pilot plant and run the plant over the 6 month period. Removal of manganese, turbidity, taste and odor, TOC removal and Stage 2 DBP Rule Compliance will be analyzed. This task includes the rental of the pilot plant and all outside laboratory costs.
- **Task 3 – Pilot Test Report** – Jacobs will compile all the results and perform data analyses. A workshop will be held to summarize results and discuss findings of the pilot and a draft and final pilot test report.

Recommendation:

CCWA staff recommended awarding Task Order JA-RE-19-04 to Jacobs Engineering for a not to exceed cost of \$373,947.00 and to authorize the General Manager to sign the task order.

UPON MOTION by Robin Malone and second by Dr. Cephus Jackson, it was

RESOLVED to award Task Order JA-RE-19-04 to Jacobs Engineering for a not to exceed cost of \$373,947.00 and to authorize the General Manager to sign the task order. In favor: John Chafin, Marie Barber, John Westervelt, Dr. Cephus Jackson, Robin Malone and Vivian Baldwin. Abstain: Rodney Givens. Motion passes.

E.L. Huie Wetlands Chemical Feed – Monitoring, Support, Design and Services During Construction Task Order Recommendation: Program Management and Engineering Director Kelly Taylor presented a recommendation on the E.L. Huie Wetlands Chemical Feed – Monitoring, Support, Design and Services During Construction Task Order.

CCWA has experienced taste and odor (T&O) events originating from algae blooms in the reservoirs and, in turn, has taken a proactive approach to address both the cause and effect of these algae blooms by evaluating and implementing a variety of management measures to identify, predict, control, and mitigate T&O. This includes looking at causes of these issues upstream of the reservoirs, within the reservoirs, and at our water production plants (WPPs). Within our reservoirs, several authorizations have resulted in construction of a

reservoir oxygenation and chemical treatment facilities at the Shamrock and Blalock Reservoirs and an aeration system and chemical treatment facility at the Hooper Reservoir. This project will be completed by August 2019. A separate project (Treatment Technology Evaluation) is nearly complete and the purpose is to evaluate what should be done to mitigate taste and odor at the WPPs.

With regard to the areas upstream of the reservoirs, studies have been completed to look at the influence of the E.L. Huie Wetlands on the reservoirs. The Huie Wetlands are a series of constructed wetlands that receive treated effluent from the W.B. Casey Water Resource Recovery Facility (WRRF) prior to being discharged into the Shamrock and Blalock Reservoirs. Due to the wetland vegetation's limited capability for phosphorus uptake, phosphorus loading is occurring in Shamrock and Blalock Reservoirs from the wetland discharges. The phosphorus loading at the reservoirs creates a nutrient-rich environment which has contributed to taste and odor excursions in the past several years. In an effort to minimize the nutrient-rich environment, Jacobs recommends a target total phosphorus (TP) concentration from the Huie Wetlands of less than 0.1 mg/L, to minimize the potential for algae blooms.

During the months of October through December 2017 and June through July 2018, two pilot studies were conducted to evaluate the success of injecting a soluble dose of aluminum chlorohydrate (ACH) to reduce TP within the wetlands. The pilot studies demonstrated that ACH is effective at reducing phosphorus concentrations in the Huie Wetlands during various seasons by roughly fifty percent. A trendline created from pilot study data suggest that TP concentrations could be reduced to the target level of 0.1 mg/L.

Based upon the results of the pilot studies, CCWA would like to move forward with the installation of an injection system to allow for continuous ACH dosing. The implementation of this system will allow for year-round TP reduction in the Huie Wetlands and significantly reduce the phosphorus loading into Shamrock and Blalock Reservoirs.

The scope of services involves three tasks:

- **Task 1 – Water Quality Data Analysis Support** – Several activities will be completed in this task which includes:
 - an evaluation of potential corrosion in the pipeline that connects the proposed dosing location (Natural Treatment Systems Distribution Box) to the Huie Wetlands Valve Buildings
 - development of a sampling plan to ensure we can provide data to determine the optimal safe dosing strategy that meets TP performance goals
 - monthly review of data to evaluate TP removal performance, toxicity review, and dosing rate
- **Task 2 – Design** – This includes performing engineering evaluations and design services necessary to develop drawings and technical specifications for use by CCWA in constructing the chemical injection system located at the NTS Distribution Box. Primarily this will include:

- Process Mechanical: Storage tank, chemical feed pumps with enclosures/canopy, and local control panel
 - Mechanical: Eyewash/Shower and water supply
 - Instrumentation and Control: Read write control of chemical feed system, tank level indication, and system integration specifications for updated Human Machine Interface (HMI) screen for the new system
 - Electrical: 120V power supply and distribution to powered elements
 - Civil: Site improvements needed for chemical truck delivery, chemical storage and feed pad, and fencing to provide security
- **Task 3 – Services During Construction** – Jacobs will provide assistance with review of shop drawings or requests for information from vendors or sub-contractors as well as conduct periodic technical observation during construction. CCWA is planning on self-performing the work and handling coordination with equipment vendors and contractors required to complete the work. This will be procured from a variety of sources including and not limited to self-performance of work, annual contracts, and request for quotes per CCWA procurement policies. Jacobs will compile record drawings upon completion of the project.

Recommendation:

CCWA staff recommended awarding Task Order JA-RE-19-03 to Jacobs Engineering for a not to exceed cost of \$250,945.00 and to authorize the General Manager to sign the task order.

UPON MOTION by Dr. Cephus Jackson and second by John Westervelt, it was

RESOLVED to award Task Order JA-RE-19-03 to Jacobs Engineering for a not to exceed cost of \$250,945.00 and to authorize the General Manager to sign the task order. In favor: John Chafin, Marie Barber, John Westervelt, Dr. Cephus Jackson, Robin Malone and Vivian Baldwin. Abstain: Rodney Givens. Motion passes.

Executive Session

UPON MOTION by Robin Malone and second by Dr. Cephus Jackson, it was unanimously RESOLVED to enter an Executive Session in order to discuss personnel matters.

John Chafin recessed the Executive Session at 2:50 P.M.

John Chafin reconvened the Executive Session at 3:22 P.M.

UPON MOTION by Marie Barber and second by Robin Malone, it was unanimously

RESOLVED to leave the Executive Session and return to open session. (Absent: Rodney Givens).

Updates from the Board Members and General Manager

UPON MOTION by Robin Malone and second by Marie Barber, it was unanimously

RESOLVED to approve the Executive Session minutes as presented. (Absent: Rodney Givens).

Kevin Osbey provided an update on the 2019 Household Hazardous Waste Amnesty Day event. Information only, no action taken.

Kevin Osbey and Bernard Franks provided an update on the replacement of a 60 inch corrugated metal stormwater pipe on Thornton Road. Information only, no action taken.

Bernard Franks provided an update on the status of a pending Georgia Environmental Finance Authority (GEFA) loan. Information only, no action taken.

Bernard Franks provided an update on the upcoming meeting with the Clayton County Board of Commissioners scheduled for Wednesday, August 21, 2019. Information only, no action taken.

Bernard Franks provided an update on the 2019 Water Environment Federation Annual Technical Exposition (WEFTEC) Conference. Information only, no action taken.

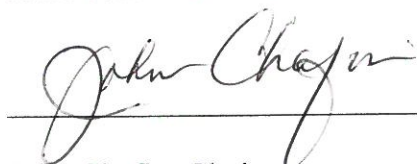
UPON MOTION by Dr. Cephus Jackson and second by Marie Barber, it was unanimously

RESOLVED to approve the proposed increase to the General Manager's salary. (Absent: Rodney Givens).


Adjourn

UPON MOTION by Marie Barber and second by Dr. Cephus Jackson, it was unanimously

RESOLVED to adjourn the Board Meeting at 4:27 p.m., there being no further business to come before the Board of Directors. (Absent: Rodney Givens).



John Chafin, Chairman



Rodney Givens, Secretary/Treasurer