

CLAYTON COUNTY WATER AUTHORITY  
Regular Board Meeting  
Zoom Meeting

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

**Invocation**

Robin Malone introduced Senior Engineering Technician Michael Shinn to perform the invocation.

**Adoption of Agenda**

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

RESOLVED to amend the agenda to insert Election of Officers as Item D under Call Meeting to Order and to move Financial Reports to Item E under Call Meeting to Order.

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

RESOLVED adopt the amended agenda to include the insertion of Election of Officers as Item D under Call Meeting to Order and to move Financial Reports to Item E under Call Meeting to Order.

**Approval of Minutes**

Chairman Robin Malone called for any omissions or additions to the Minutes of the Regular Board Meeting held on December 3, 2020.

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

RESOLVED to approve the Minutes of the Regular Board Meeting held on December 3, 2020.

**Election of Officers**

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

RESOLVED to retain Robin Malone as Chairman of the Board, Marie Barber as Vice-Chair of the Board and Rodney Givens as Secretary/Treasurer of the Board for Calendar Year 2021

### **Financial and Statistical Reports**

Finance Director Allison Halron reviewed the financial information distributed to the Board for the period ending November 30, 2020. Information only, no action taken.

### **New Business**

**J.W. Smith HSPS Upgrades Recommendation:** Water Production Director Coty McDaniel presented a recommendation on the J.W. Smith HSPS Upgrades project.

The J.W. Smith WTP is permitted to treat up to 12 MGD. This is the second largest water plant at CCWA. The purpose of this project is to upgrade 4 High Service pumps that transfer finished water from the Smith plant to the Noah's Ark Repump Station. Due to the age of these pumps (32 years old), there are difficulties in starting and operating the high service pumps, finding replacement parts, as well as meeting permitted capacity. The construction contract allows for 460 days to complete the work.

The work to be performed under the construction contract generally includes:

- Demolition and disposal of material
- Replacement of all 4 pumps
- Two of the four pumps will have variable frequency drives installed (VFD's)
- Electrical panel upgrades
- Air conditioning unit to be installed in electrical room to cool VFD's

	Lakeshore	Reynolds
Base bid	\$2,685,374.00	\$2,694,111.00
Alternate bid	\$2,746,374.00	\$2,744,000.00

Hazen and Sawyer will provide services during construction for this project which will include several tasks including but not limited to:

Task 1 - Construction Administration	\$240,974
Task 2 - Construction Inspection	\$115,980
Task 3 - Construction Testing	\$14,223
<b>Total</b>	<b>\$371,177</b>

### **Recommendation:**

CCWA staff recommended awarding the J.W. Smith HSPS Upgrades project to Lakeshore Engineering for the total base bid amount of \$2,685,374.00; along with awarding a Services During Construction Task Order to Hazen & Sawyer for a total amount not to exceed \$371,177.00.

UPON MOTION by John Chafin and second by Marie Barber, it was unanimously

RESOLVED to award the J.W. Smith HSPS Upgrades project to Lakeshore Engineering for the total base bid amount of \$2,685,374.00; along with awarding a Services During

Construction Task Order to Hazen & Sawyer for a total amount not to exceed \$371,177.00; contingent upon the vendors meeting bond & insurance requirements and authorizing the General Manager to sign the contract and task order.

**Quarry Products - Delivered Bid Recommendation:** Distribution & Conveyance Director Jeff Jones presented a recommendation on the Quarry Products – Delivered Bid.

Vendor	Bid Amount Primary Items	SLBE /Discount	SLBE Bid Amount Primary Items
Hall Construction	\$238,000.00	Yes/10%	\$214,200.00

**Recommendation:**

CCWA staff recommended awarding the Quarry Products – Delivered Bid to Hall Construction at the bid pricing provided.

UPON MOTION by John Chafin and second by Marie Barber, it was unanimously

RESOLVED to award the Quarry Products – Delivered Bid to Hall Construction at the bid pricing provided; contingent upon approval of bonds and insurance as required and to authorize the General Manager to sign the contract.

**GEFA Loan Modification Recommendation:** Finance Director Allison Halron presented a recommendation on the GEFA Loan Modification.

Georgia Environmental Finance Authority

**GEFA**

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Brian P. Kemp Kevin Clark

Governor

Executive Director

November 17, 2020

Ms. Kelly Taylor  
Engineering Director  
Clayton County Water Authority  
1600 Battle Creek Rd  
Morrow, GA 30260

RE: Modification for Loan No. CW2016037

Dear Ms. Taylor:

Enclosed are the modification documents regarding the Clean Water State Revolving Fund loan agreement with the Georgia Environmental Finance Authority (GEFA) and Clayton County Water Authority. GEFA is pleased to provide you the following enclosed materials:

- 1) Three originals of the Modification of Promissory Note and Loan Agreement;
  - a. Exhibit A- Project Description
  - b. Exhibit E - Opinion of Borrower's Counsel
  - c. Exhibit F - Resolution of Governing Body

In order to execute these modification documents in a timely manner, please read the following instructions:

### **MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT**

Enclosed are three original modification agreements. Each copy is an original counterpart and each must be executed. Please have the appropriate official sign each document and the appropriate person attest the signature. Once signed, return THREE modification agreements along with the other documents to GEFA so that they may be executed. We will then return your counterpart to you.

### **EXHIBIT E - OPINION OF BORROWER'S COUNSEL**

Exhibit E is a letter that must be prepared by your local government's attorney. This letter ensures that the modification documents and other documents have been properly reviewed and approved by the borrower's counsel. On page 3 of the modification, the borrower's counsel must also sign where indicated that the modification is "Approved as to form."

### **EXHIBIT F - RESOLUTION OF GOVERNING BODY**

This resolution gives authorization to the chief elected official to execute the modification documents and any and all other documents related to the loan. This resolution must be submitted with the signed modification documents.

233 Peachtree St NE | Ste 900  
Atlanta, GA 30303

P: 404-584-1000 | F: 404-584-1069  
[gefa.georgia.gov](http://gefa.georgia.gov)

When all documents have been completed, please return them to GEFA. Please let me know if we can be of further assistance to you.

Sincerely,



Oshebar Hardman  
Project Manager

Regular Board Meeting  
January 7, 2021

5895

Enclosures cc: Mr. Clifford Beroset, Clayton County

Water Authority

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CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY  
GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (a public  
corporation duly created and existing under the laws of the  
State of Georgia)

as Lender

and

**CLAYTON COUNTY WATER AUTHORITY**  
(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

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MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

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DO NOT

THIS MODIFICATION OF  
"Modification") dated \_\_\_\_\_  
**CLAYTON COUNTY WATER AUTHORITY**  
and political (the "Borrower"), and  
ADMINISTERED BY GEORGIA public  
corporation (the "Lender").

DATE THIS 20

**LOAN AGREEMENT (this**  
by and between  
PAGE Georgia public body corporate  
**-ATE REVOLVING FUND,**  
**CE AUTHORITY, a Georgia**

#### Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated JUNE 29, 2017, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated JUNE 6, 2017, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

#### Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) JANUARY 1, 2022, or (3) the date that the loan evidenced by this Note is fully disbursed (the "Amortization Commencement Date"). Principal of and interest on this Note shall be payable in ONE HUNDRED SEVENTY-NINE (179) consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is 15 years from the Amortization Commencement Date (the "Maturity Date").

- 1 -

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) JANUARY 1, 2022, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to \$25,000,000 which Loan may be disbursed in one or more



advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

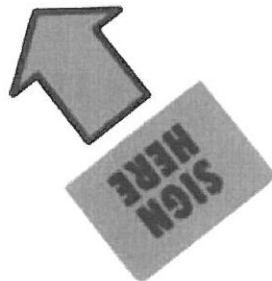


IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

CLAYTON COUNTY WATER AUTHORITY

to form:  
Approved as \_\_\_\_\_  
Print Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Borrower's Attorney

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



(SEAL)

Se

Attest \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Print \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



CLEAN WATER STATE REVOLVING FUND,  
ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY

Signature: \_\_\_\_\_  
Kevin lark  
Executive Director

(SEAL)

Regular Board Meeting  
January 7, 2021

5900

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## DESCRIPTION OF THE PROJECT

### *SCOPE OF WORK*

**Recipient:** CLAYTON COUNTY WATER AUTHORITY

**Loan Number:** cw2016037

The project consists of the rehabilitation of the Flint River Relief and Outfall Sewers, as well as the Jester Creek East Outfall within the W.B. Casey Water Reclamation Facility sewer service area and all related appurtenances.

## DESCRIPTION OF THE PROJECT

### *PROJECT BUDGET*

Recipient: CLAYTON COUNTY WATER AUTHORITY

Loan Number: CW2016037

ITEM	TOTAL	CWSRF	LOCAL
Construction	\$23,400,000	\$23,400,000	
Contingency	2,610,000	1,500,000	1,110,000
Engineering & Inspection	1,304,000	100,000	1,204,000
Administrative/Legal	6,000		6,000
<b>TOTAL</b>	<b>\$27,320,000</b>	<b>\$25,000,000</b>	<b>\$2,320,000</b>

\*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

## DESCRIPTION OF THE PROJECT

*PROJECT SCHEDULE*

Recipient: CLAYTON COUNTY WATER AUTHORITY

Loan Number: cw2016037

ACTION	DATE
Plans & Specs Submitted to EPD	APRIL 2017
Bid Opening	MAY 2017
Notice to Proceed	AUGUST 2017
Completion of Construction	SEPTEMBER 2021

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorneys Letterhead)

Date

Clean Water State Revolving Fund, Administered by  
Georgia Environmental Finance Authority  
233 Peachtree St, NE  
Harris Tower, Ste 900  
Atlanta, GA 30303-1506

Ladies and Gentlemen:

A legal opinion from FINCHER DENMARK, LLC was delivered to you, dated JUNE 8, 2017 (the "Closing Opinion), relating to the Loan Agreement (the "Loan Agreement"), dated JUNE 29, 2017 between CLAYTON COUNTY WATER AUTHORITY (the "Borrower") and the CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender"), and the Promissory Note (the "Note"), dated JUNE 6, 2017, of the Borrower. As counsel for the Borrower, I have examined the original of the Modification of Promissory Note and Loan Agreement (the "Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Modification, the Closing Opinion, and such other documents, records, and proceedings as t have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

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Signature

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Printed Name

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Date

F

EXTRACT OF MINUTES

RESOLUTION OF GOVERNING

BODY

Recipient: CLAYTON COUTNY WATER R AUTHORITY  
Loan Number: CW2016037

date

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the day of the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$25,000,000** from the GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated JUNE 29, 2017, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated JUNE 6, 2017, of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

\_\_\_\_\_  
(Signature of Person to Execute Documents)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Signature of Person to Attest Documents)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date:

\_\_\_\_\_  
Secretary/Clerk



SIGN  
HERE



SIGN  
HERE

date & seal



(SEAL)

Recommendation:

CCWA staff recommended adopting a resolution and signing loan modification documentation extending the construction period for GEFA Loan CW 2016-037 from April 1, 2021 to January 1, 2022.

UPON MOTION by John Chafin and second by Rodney Givens, it was unanimously

RESOLVED to adopt a resolution and sign loan modification documentation extending the construction period for GEFA Loan CW 2016-037 from April 1, 2021 to January 1, 2022.

**SLBE Program Update:** Procurement Compliance Coordinator Jikeva Moore presented an update on the SLBE (Small Local Business Enterprise) program. Information only, no action taken.

**Affordability Program Recommendation:** Customer Accounts Director Rodney Perkins presented a recommendation on the Affordability Program.

Care.Connect.Conserve is the name for CCWA Affordability Programs. Affordability Programs are designed to assist low-income customers or customers experiencing a hardship with help to pay their bills on time. The Senior Citizen/Veterans discounts allows low-income seniors and veterans to receive up to \$5.00 off their monthly water bill. The Hardship Assistance program allows customers experiencing a hardship to receive up to \$200 during a 12-month rolling period.

During the pandemic, we have seen unemployment in Clayton County rise to almost 16%. Thankfully, we have seen unemployment coming down over the past few month to close to 8% in October 2020. However, many Clayton County residence continue to or have experienced a financial hardship. To better support these customers, staff is recommending a temporary change to the Hardship Assistance Program by changing the maximum amount of assistance from \$200 to \$400. This change would be in effect until July 31, 2021.

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**RESOLUTION NO. 2021-01**

**WHEREAS**, Georgia Laws 1955, page 3334, created the Board of the Clayton County Water Authority;

**WHEREAS**, the Clayton County Water Authority Board of Directors (“Board”) has adopted a Clayton County Water Authority Law and Policy Manual; and

**WHEREAS**, the Board wishes to update the Clayton County Water Authority Law and Policy Manual.

**NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED THAT:**

**Section 20. Hardship Assistance.** That Chapter 8 is hereby amended of the Clayton County Water Authority Law and Policy Manual to read as follows:

Affordability Programs are defined as programs that assist low-income customer or otherwise enhance customers' ability to pay their bill on time. The Authority offers two affordability programs including Hardship Assistance and Senior or Veteran Discount program.

The Hardship Assistance program is available to assist applicants demonstrating hardship in paying their water and sewer bills to the Authority. Eligibility is determined by Board approved vendors. These vendors will receive a fee equal to twenty percent (20%) of the amounts paid to the Customer by the Authority. The maximum assistance available to any applicant shall be four hundred dollars (\$400) in a twelve-month period. Once qualified, the applicant and CCWA will be notified by the reviewing vendor and the customer's account will be credited from available Affordability Program funds. The credit will be displayed on the customer's bill.

The Senior Discount Program allows senior citizens that are at least 65 years old and have a combined household income of twenty-five thousand dollars (\$25,000) per year or less to receive a monthly discount on their water and sewer bill. The senior discount is \$2.50 for water and \$2.50 for sewer.

The Veteran Discount Program allows a qualified veteran that has a combined household income of twenty-five thousand dollars (\$25,000) per year or less to receive a monthly discount on their water and/or sewer bill of \$2.50 for water and \$2.50 for sewer.

Funding for Affordability programs comes from revenue received from cell tower leases (less all expenses) and funds from the Gas South alliance partnership. At the end of each fiscal year, any funds that are unused will carry over to the next year.

**Section 2. General Authority.** From and after the adoption of this Resolution, the Board and the proper members, agents and employees of the Board are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the intent of this Resolution.

**Section 3. Actions Ratified, Approved, and Confirmed.** All acts and doings of the members of the Board which are in conformity with the purposes and intents of this Resolution shall be, and the same hereby are, in all respects ratified, approved, and confirmed.

**Section 4. Recordation.** This Resolution shall be recorded in the minutes of the Board.

**Section 5. Severability of Invalid Provisions.** The sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable, and if any phrase, sentence, paragraph, or section of this Resolution shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such an illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution.

**Section 6. Repealing Clause.** All resolutions or parts thereof of the Board in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 7. Effective Date.** This Resolution shall become effective upon its adoption.

**SO RESOLVED** this 7th day of January 2021.

Clayton County Water Authority:

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Robin Malone, Chairperson

Attest:



Rodney Givens, Secretary/Treasurer

APPROVED AS TO FORM:

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Steven M. Fincher, Attorney for  
Clayton County Water Authority

Recommendation:

CCWA staff recommended approval of Resolution #2021-01; temporarily changing the maximum amount of assistance offered to customers from \$200.00 to \$400.00 during a twelve-month rolling period. This change would be in effect until July 31, 2021.

UPON MOTION by Marie Barber and second by John Chafin, it was unanimously

RESOLVED to approve Resolution #2021-01; temporarily changing the maximum amount of assistance offered to customers from \$200.00 to \$400.00 during a twelve-month rolling period; effective until July 31, 2021.

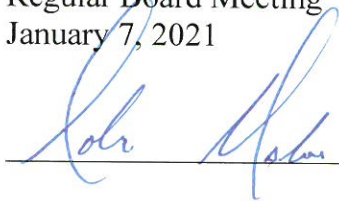
Adjourn

UPON MOTION by Marie Barber and second by Rodney Givens, it was unanimously

RESOLVED to adjourn the Board Meeting at 2:49 p.m., there being no further business to come before the Board of Directors.

Regular Board Meeting  
January 7, 2021

5911



Robin Malone, Chairman



Rodney Givens, Secretary/Treasurer