CLAYTON COUNTY WATER AUTHORITY
Regular Board Meeting

Present at the meeting were: Chairman Robin Malone, Vice Chairman Marie Barber, Secretary/Treasurer Rodney Givens, Board Member John Chafin, Board Member Dr. Cephus Jackson, Board Member Emma Godbee, General Manager H. Bernard Franks, Assistant General Manager Teresa Worley, Assistant General Manager Keisha Thorpe, Legal Counsel Steven Fincher, Executive Coordinator Rhonda Maxwell and other CCWA staff and visitors.

Invocation
Chairman Robin Malone introduced Plant Maintenance Chief Tech Robert Rhew to perform the invocation.

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

RESOLVED to adopt the agenda as presented.

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

RESOLVED to approve the Minutes of the Regular Board Meeting held on September 2, 2021.

Financial and Statistical Reports
Finance Director Allison Halron reviewed the financial information distributed to the Board for the period ending August 31, 2021. Information only, no action taken.

Recognitions
Communications & Community Relations Manager Suzanne Brown recognized Senior Conservationist Danielle Bunch for being awarded the Clayton County Tourism Grant for the Melvin L. Newman Wetlands Center. Danielle Bunch presented the marketing plans objectives to increase awareness of the site's African American History, enhance birding experience, and broaden Newnan Wetland's Center Reach. Information only, no action taken.

General Manager H. Bernard Franks presented D&C Director Jeff Jones with a service recognition award for 32 years of dedicated service to CCWA. Information only, no action taken.

New Business

Annual Contract for Fuels Bid Recommendation: Risk Management Director Karen Riser presented a recommendation for the Fuel annual contract.

Clayton County Water Authority intends to contract with an experienced firm to supply annual fuel for two (2) fleet fueling stations and eight (8) above ground generator fuel tanks. The Request for Bids was posted, and sealed bids were opened virtually on August 31, 2021, at 2:00 pm local time.

The bid included the following types of fuel that is used and stored for use by our staff:

1. Gasoline- 87 Octane Unleaded, loads of 2,000 to 5,000 gallons
2. Diesel Fuel #2- LOW Sulfur On-Road Use, loads of 2,000 to 5,000 gallons
3. Diesel Fuel #2- LOW Sulfur Red Dye Off-Road Use, loads of 4,000 to 8,000 gallons

*The bids included delivery or freight

Since the price of fuel fluctuate, the various fuels are costed by using the average weekly price per gallon as printed in the most recent OPIS (Oil Price Information Service) Pad 1 Report for the Atlanta Depot for F.O.B. terminal. Since the price paid per gallon is based on the published prices, this bid is for the delivery costs only. The bid unit price shall be the cents to be added or subtracted from the most recently published OPIS (Oil Price Information Service) Pad 1 Report weekly average for the Atlanta Depot. This includes profit and freight charges f.o.b. to the locations listed above plus the Appropriate Taxes (Federal and Georgia Environmental Assurance fees) and Spill and LUST fees, considered as environmental assurance fees.

The following are the bids received with the unit price with our annual estimated average consumption of annual fuel by type:

Bidders	Gasoline 87 Octane			Diesel Fuel Road Use			Diesel Non-Road use			Total Bid Amount
	Unit Price	Est. Qty.	Est. Total	Unit Price	Est. Qty.	Est. Total	Unit Price	Est. Qty.	Est. Total	
B&B Oil Company	$0.15	110,000	$16,390	$0.15	100,000	$14,900	$0.15	20,000	$2,980	$34,270
Boswell Oil Co.	$0.08	110,000	$9,339	$0.08	100,000	$8,490	$0.08	20,000	$1,698	$19,527
James River Petroleum Co.	-$0.01	110,000	-$550	$0.02	100,000	$1,750	$0.45	20,000	$9,000	$10,200

Petroleum Traders Corp.	$0.01	110,000	$1,496	$0.03	100,000	$3,150	$0.08	20,000	$1,602	$6,248

This procurement offered an SLBE bid discount to prime bidders. None of the bidders were certified SLBE firms.

Recommendation:
CCWA Staff recommends awarding the bid to Petroleum Traders Corporation for the Annual Contract for Fuels for the unit prices listed above. This annual contract is for November 1, 2021 through October 31, 2022, and will be on an "as needed-when needed" basis with no guarantee of minimum or maximum quantities. As a reminder, this includes delivery price only. CCWA will also be billed for fuel based on the current index identified above.
This award is contingent upon the Bidder meeting risk management requirement and executing the contract, as well as the Board authorizing the General Manager to sign the contract with the option to renew for a second and third year with no change in terms, conditions, and price.

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

RESOLVED to award Petroleum Traders Corporation the Annual Fuel Contract for the unit prices listed above November 1, 2021 through October 31, 2022 on "as needed – when needed" basis authorizing the General Manager to execute the contract.

Annual Contract for Cased Roadway / Railroad Bores Bid Recommendation: D&C Director Jeff Jones presented a recommendation for the Cased Roadway / Railroad Bores annual contract.

We issued a Request for Bid (RFB) for our Annual Contract for Cased Roadway/Railroad Bores. This RFB did include a SLBE bid discount. Turpin, Inc. is a CCWA certified SLBE vendor.

Vendor	Total Bid Amount	SLBE Discount/ Bid Amount
Ruby-Collins, Inc	$580,976.00	No / $580,976.00
Turpin, Inc.	$150,555.50	10% / $135,499.95

					Ruby-Collins, Inc		Turpin, Inc.	
No.	Work Item	Unit	Est. Quantity	Unit Price	Extended Amount	Unit Price	Extended Amount
	Mobilization/Demobilization						
1	Mobilization/Demobilization	LS	4	$ 10,000.00	$ 40,000.00	$ 1,500.00	$ 6,000.00
	Temporary Erosion Control						
2	Erosion Control Silt Fence, DOT Type A	LF	400	$ 2.00	$ 800.00	$ 2.00	$ 800.00
3	Erosion Control Silt Fence, DOT Type B	LF	1	$ 3.00	$ 3.00	$ 4.50	$ 4.50
4	Erosion Control Silt Fence, DOT Type C	LF	1	$ 5.00	$ 5.00	$ 6.00	$ 6.00
5	Erosion Control Hay	EA	1	$ 25.00	$ 25.00	$ 10.00	$ 10.00
6	Check Dam, Ditch	EA	1	$ 50.00	$ 50.00	$ 800.00	$ 800.00
7	Check Dam, Creek	EA	1	$ 75.00	$ 75.00	$ 950.00	$ 950.00
8	Silt Control Gate, at Inlet structure	EA	1	$ 250.00	$ 250.00	$ 1,000.00	$ 1,000.00
	Construction Access						
9	Construction Exit, for ingress/egress	EA	1	$ 3,500.00	$ 3,500.00	$ 500.00	$ 500.00
10	Clearing R/W (per square yard)	SY	1	$ 5.00	$ 5.00	$ 7.50	$ 7.50
11	Access Road, including clearing & rough grading	SF	1	$ 5.00	$ 5.00	$ 7.50	$ 7.50
12	Crushed Stone for access road, including fabric	Ton	1	$ 150.00	$ 150.00	$ 200.00	$ 200.00
13	Access Boards 4'x8', for protection of lawns, drives, etc.	EA	1	$ 95.00	$ 95.00	$ 175.00	$ 175.00
	Traffic Control						
14	DOT Standard Single Lane Closure, including Advance Warning Signs, Arrow Board & Traffic Barrels Per Day	EA	2	$ 500.00	$ 1,000.00	$ 150.00	$ 300.00
15	Variable Message Sign Per Day	EA	1	$ 150.00	$ 150.00	$ 200.00	$ 200.00

16	Arrow Board Per Day	EA	1	$ 150.00	$ 150.00	$ 200.00	$ 200.00
17	Roadway Traffic Plates (5'x10') Per Day	EA	1	$ 50.00	$ 50.00	$ 75.00	$ 75.00
18	Concrete barriers (per day)	EA	1	$ 750.00	$ 750.00	$ 75.00	$ 75.00
	Miscellaneous Items						
19	Saw Cut Asphalt 0 to 8" Thick	LF	1	$ 1.00	$ 1.00	$ 20.00	$ 20.00
20	Asphalt Removal, including disposal	SY	4	$ 40.00	$ 160.00	$ 20.00	$ 80.00
21	Saw Cut Concrete 0 to 8" Thick	LF	1	$ 2.00	$ 2.00	$ 25.00	$ 25.00
22	Concrete Removal, including disposal	SY	1	$ 45.00	$ 45.00	$ 35.00	$ 35.00
23	Crushed Stone Base Replacement	Ton	15	$ 45.00	$ 675.00	$ 75.00	$ 1,125.00
	Bore Pit (Receiving Pit, if required)						
24	Bore Pit, including trench box shoring (0' to 12')	VF	10	$ 3,000.00	$ 30,000.00	$ 100.00	$ 1,000.00
25	Bore Pit, including trench box shoring (13' to 18')	VF	10	$ 4,000.00	$ 40,000.00	$ 350.00	$ 3,500.00
26	Bore Pit, including trench box shoring (over 18')	VF	8	$ 5,000.00	$ 40,000.00	$ 600.00	$ 4,800.00
27	Receiving Pit, including trench box shoring (0'to 12')	VF	1	$ 3,000.00	$ 3,000.00	$ 100.00	$ 100.00
28	Receiving Pit, including trench box shoring (13'to 18')	VF	10	$ 4,000.00	$ 40,000.00	$ 300.00	$ 3,000.00
29	Receiving Pit, including trench box shoring (over 18')	VF	8	$ 5,000.00	$ 40,000.00	$ 450.00	$ 3,600.00
30	Foundation Stabilization Crushed Stone	Ton	20	$ 45.00	$ 900.00	$ 100.00	$ 2,000.00
31	Dewatering Pit (setup & operation)	Day	1	$ 200.00	$ 200.00	$ 50.00	$ 50.00
32	Concrete Base for Boring Machine (as required)	CY	1	$ 3,500.00	$ 3,500.00	$ 250.00	$ 250.00
	Bore Construction						
33	12" Non Steered	LF	200	$ 400.00	$ 80,000.00	$ 160.00	$ 32,000.00
34	12" Steered	LF	11	$ 400.00	$ 4,400.00	$ 210.00	$ 2,310.00
35	12" Rock Bore (using standard rock head) additional per foot	LF	1	$ 600.00	$ 600.00	$ 75.00	$ 75.00
36	12" Rock Bore (using specialized Robbins head) additional per foot	LF	1	$ 600.00	$ 600.00	$ 600.00	$ 600.00
37	18" Non Steered	LF	200	$ 450.00	$ 90,000.00	$ 180.00	$ 36,000.00
38	18" Steered	LF	1	$ 450.00	$ 450.00	$ 230.00	$ 230.00
39	18" Rock Bore (using standard rock head) additional per foot	LF	1	$ 600.00	$ 600.00	$ 100.00	$ 100.00
40	18" Rock Bore (using specialized Robbins head) additional per foot	LF	1	$ 600.00	$ 600.00	$ 750.00	$ 750.00
41	24" Non Steered	LF	1	$ 500.00	$ 500.00	$ 245.00	$ 245.00
42	24" Steered	LF	60	$ 500.00	$ 30,000.00	$ 285.00	$ 17,100.00
43	24" Rock Bore (using standard rock head) additional per foot	LF	10	$ 700.00	$ 7,000.00	$ 125.00	$ 1,250.00
44	24" Rock Bore (using specialized Robbins head) additional per foot	LF	2	$ 700.00	$ 1,400.00	$ 750.00	$ 1,500.00
45	30" Non Steered	LF	1	$ 550.00	$ 550.00	$ 310.00	$ 310.00
46	30" Steered	LF	1	$ 550.00	$ 550.00	$ 360.00	$ 360.00
47	30" Rock Bore (using standard rock head) additional per foot	LF	1	$ 750.00	$ 750.00	$ 150.00	$ 150.00
	Bore Construction (Cont'd)						

48	30" Rock Bore (using specialized Robbins head) additional per foot	LF	1	$ 1,125.00	$ 1,125.00	$ 775.00	$ 775.00
49	36" Non Steered	LF	1	$ 800.00	$ 800.00	$ 365.00	$ 365.00
50	36" Steered	LF	1	$ 800.00	$ 800.00	$ 410.00	$ 410.00
51	36" Rock Bore (using standard rock head) additional per foot	LF	1	$ 925.00	$ 925.00	$ 175.00	$ 175.00
52	36" Rock Bore (using specialized Robbins head) additional per foot	LF	1	$ 1,175.00	$ 1,175.00	$ 750.00	$ 750.00
53	42" Non Steered	LF	40	$ 850.00	$ 34,000.00	$ 425.00	$ 17,000.00
54	42" Steered	LF	1	$ 850.00	$ 850.00	$ 465.00	$ 465.00
55	42" Rock Bore (using standard rock head) additional per foot	LF	1	$ 995.00	$ 995.00	$ 200.00	$ 200.00
56	42" Rock Bore (using specialized Robbins head) additional per foot	LF	1	$ 1,350.00	$ 1,350.00	$ 850.00	$ 850.00
57	48" Non Steered	LF	1	$ 900.00	$ 900.00	$ 495.00	$ 495.00
58	48" Steered	LF	1	$ 900.00	$ 900.00	$ 510.00	$ 510.00
59	48" Rock Bore (using standard rock head) additional per foot	LF	1	$ 1,010.00	$ 1,010.00	$ 200.00	$ 200.00
60	48" Rock Bore (using specialized Robbins head) additional per foot	LF	1	$ 1,400.00	$ 1,400.00	$ 950.00	$ 950.00
	Pipe Insertion						
61	6" - 12" without spacers	LF	1	$ 100.00	$ 100.00	$ 5.00	$ 5.00
62	6" - 12" with casing spacers	LF	200	$ 100.00	$ 20,000.00	$ 5.00	$ 1,000.00
63	16" - 24" without spacers	LF	200	$ 150.00	$ 30,000.00	$ 5.00	$ 1,000.00
64	16" - 24" with casing spacers	LF	1	$ 150.00	$ 150.00	$ 15.00	$ 15.00
65	24" - 36" without spacers	LF	1	$ 200.00	$ 200.00	$ 15.00	$ 15.00
66	24" - 36" with casing spacers	LF	100	$ 200.00	$ 20,000.00	$ 15.00	$ 1,500.00
	Grouting						
67	Pressure Grouting per cubic yard	CY	1	$ 750.00	$ 750.00		$ -
TOTAL BID AMOUNT				**N**	**$ 580,976.00**	**Y**	**$ 150,555.50**
SLBE DISCOUNT					$ 580,976.00		$ 135,499.95

All goods and services ordered under this purchasing agreement will be on an "as needed – when needed" basis and will be paid per the unit prices as shown on the included schedule.

Goods and services purchased under this agreement will primarily be funded by the operating budgets for Distribution & Conveyance however other CCWA departments may purchase services as needed

Recommendation:
CCWA staff recommends this annual contract be awarded to the lowest responsive responsible bidder, Turpin, Inc.

This award is contingent upon the bidder(s) meeting risk management requirements and executing the contract as well as the Board authorizing the General Manager to sign the contract.
The terms of this agreement will be from November 1, 2021, through October 31, 2022. This agreement may be renewed by mutual consent of all parties for a second and third year at no changes in terms and conditions.

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

RESOLVED to award to the lowest responsive responsible bidder, Turpin, Inc.

HVAC (Trane) Annual Contract Bid Recommendation: General Services Director Brent Taylor presented a recommendation for the HVAC (Trane) preventative maintenance annual contract.

The General Services Department is responsible for maintaining all Trane HVAC units for the Clayton County Water Authority. These units require Trane certified technicians to repair due to proprietary software. We can, however, use any certified HVAC company to perform preventative maintenance on all units belonging to CCWA. Below are the bid results for the Trane Units Annual Preventive Maintenance contract. The contract date is from November 1, 2021 through October 31, 2022, with an option to renew for a second and third year with the General Manager's approval. None of the bids submitted were SLBE qualified firms.

Bid Results

Contractor	*Bid (annual costs)*
Addison-Smith, Inc.	$28,260
Maxair Mechanical	$30,186
Mann Mechanical, Inc.	$35,448
Galgon Mechanical Services	Non-Responsive, incomplete bid form
5 Seasons Mechanical	Non-Responsive, did not acknowledge Addendum 1

Recommendation:
CCWA staff recommends awarding the bid to Addison-Smith, Inc. in the amount of $28,260 authorizing General Manager to sign all related documents within this contract pending approval of the insurance requirements.

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

RESOLVED to award HVAC(Trane) contract to Addison-Smith, Inc. in the amount of $28,260 authorizing General Manager to sign all related documents.

HVAC (Various) Annual Contract Bid Recommendation: General Services Director Brent Taylor presented a recommendation for the HVAC (Various) preventative maintenance annual contract.

The General Services Department is responsible for managing Preventative Maintenance (PM) on all HVAC units for the Clayton County Water Authority. Below are the bid results

for HVAC Various Units Annual Contract. The is contract includes all HVAC excluding Trane. The annual contract will begin November 1, 2021 and end October 31, 2022, with an option to renew for a second and third year with the General Manager's approval. None of the bids submitted were SLBE qualified.

Contractor	*Bid (annual costs)*
Maxair Mechanical	$66,426
Mann Mechanical, Inc.	$81,120
5 Seasons Mechanical	Non-Responsive, did not acknowledge Addendum 1
Galgon Mechanical Services	Non-Responsive, incomplete bid form

Recommendation:
CCWA staff recommends awarding the bid to Maxair Mechanical in the amount of $66,426 authorizing General Manager to sign all related documents within this contract pending approval of the insurance requirements.

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

RESOLVED to award HVAC(Various) contract to Maxair Mechanical in the amount of $66,426 authorizing General Manager to sign all related documents.

Tara Boulevard Storm Drain Rehab Design & Bid Task Order Recommendation:
Stormwater Program Director Kevin Osbey presented a recommendation for the Storm Drain Rehab Design and Bid for Tara Boulevard.

Clayton County Water Authority's (CCWA) Stormwater Utility (Utility) was notified about a failing/failed creek culvert located on private property, in the city of Jonesboro. This culvert was designed and installed, in a naturally flowing creek, to develop the property. Installed around 1989, this culvert was a 112" x 75" arched corrugated metal pipe. It connected to the existing 8' x 6' concrete box culvert going under Tara Boulevard. Beginning around 2016, sinkholes began to appear on the property. It was determined that the sinkholes were the result of the failing culvert buried roughly 20' below the ground surface. The failing culverts have continued to degrade over the years. At present time, the creek is not allowed to flow properly. On the opposite side of Tara Boulevard (upstream of project site), the creek is not ponding and is probably more than 15' higher the normal elevation. During rainfall events, several properties are being impacted.
A conceptual analysis was performed, and it was recommended that the pipe would need to be replaced in its entirety. To determine the full extent of this task, a full scaled design is needed. This will include site survey, geotechnical analysis, and hydrology/hydraulics to prepare the construction documents and established engineering costs estimates.

Staff reached out to Jacobs for support. Task Order JA-SW-21-04 will provide necessary engineering, design, permitting, and bidding phase support services to renew the infrastructure.

Recommendation:
CCWA staff recommends approval of Task Order JA-SW-21-04 in a not to exceed amount of $227,445 to Jacobs Engineering. Accura Engineering will provide site surveying and geotechnical services, in the amount of $22,420. Accura is also classified as a Minority Business Enterprise (MBE) and a Woman-owned Business Enterprise (WBE).

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

RESOLVED to table discussion further to research procurement process prior to approving Task Order JA-SW-21 not to exceed $227,445.00 to Jacobs Engineering.

Fence Installation & Repairs Annual Services Bid Recommendation: Stormwater Program Director Kevin Osbey presented a recommendation for the Fence Installation & Repair annual services.

While installing, repairing, or replacing Water, Sewer or Stormwater infrastructure, property restoration services are needed. In many cases, existing site fencing must be removed and replaced to perform infrastructure repair. In other cases, fencing must be repaired or replaced on CCWA property due to fallen trees or other occurring damages.
To meet this request, CCWA staff prepared a bid package that allows the selection of an experienced and qualified contractor to install, repair, and/or replace a variety of fencing (chain-linked, vinyl-coated, wood-privacy). The Stormwater Department performed the bid review and evaluation.

A non-mandatory pre-bid (virtual) meeting was conducted on August 26, 2021. Bids were opened on September 9, 2021. Bids were evaluated using submitted unit price items (attached) and estimated annual quantities (approximate quantities used during a 12-month period). A summary of the costs is shown below.

Annual Contract for Fence Installations and Repairs

BID TABULATION

Bid Opening: Thursday, September 9, 2021 at 2:00 PM

					DAF Concrete, Inc		Lindavid DBA C&C Fence Co. Inc.	
No.	Work Item	Detail	Unit	Estimated Quantities	Unit Cost	Extension	Unit Cost	Extension
1	Emergency Mobilization	N/A	EA	5	$ 600.00	$ 3,000.00	$ 425.00	
2	Field Fence/Posts	Install Corner / Brace Post	EA	3	$ 100.00	$ 300.00	$ 95.00	
3		Install Horizontal Brace	EA	6	$ 25.00	$ 150.00	$ 30.00	
4		Install Line Post - Wood	EA	2	$ 30.00	$ 60.00	$ 40.00	
5		Install Line Post - Steel	EA	2	$ 19.00	$ 38.00	$ 12.00	
6	Field Fence 3-Strand Barbed Wire	Install Fencing up to 12 feet	EA	5	$ 500.00	$ 2,500.00	$ 400.00	
7		Install Fencing greater than 12 feet	LF	20	$ 20.00	$ 400.00	$ 5.40	
8		Remove Existing Fencing	LF	50	$ 4.00	$ 120.00	$ 2.50	
9	Field Fence 4 Strand Barbed Wire	Install Fencing up to 12 feet	EA	5	$ 500.00	$ 2,500.00	$ 425.00	
10		Install Fencing greater than 12 feet	LF	20	$ 20.00	$ 400.00	$ 5.75	
11		Remove Existing Fencing	LF	30	$ 1.00	$ 30.00	$ 2.75	
12	Field Fence 5-Strand Barbed Wire	Install Fencing up to 12 feet	EA	5	$ 500.00	$ 2,500.00	$ 460.00	
13		Install Fencing greater than 12 feet	LF	20	$ 20.00	$ 400.00	$ 6.00	
14		Remove Existing Fencing	LF	40	$ 4.00	$ 160.00	$ 3.00	
15	Chain Link Fence 4 Foot Galvanized	Install Fencing up to 10 feet	EA	22	$ 450.00	$ 9,900.00	$ 425.00	
16		Install Fencing greater than 10 feet	LF	1,200	$ 20.00	$ 24,000.00	$ 6.85	
17		Install Corner / Pull Post	EA	75	$ 40.00	$ 3,000.00	$ 43.50	
18		Install Walk Gate (3'-6" Wide)	EA	1	$ 150.00	$ 150.00	$ 135.00	
19		Install Walk Gate (4' Wide)	EA	8	$ 150.00	$ 800.00	$ 155.00	
20		Install Drive Gate (10' Wide)	EA	2	$ 500.00	$ 1,000.00	$ 370.00	
21		Install Drive Gate (12' Wide)	EA	1	$ 600.00	$ 600.00	$ 290.00	
22		Remove Existing Fencing	LF	200	$ 4.00	$ 800.00	$ 2.50	
23	Chain-Link Fence 4-Foot Vinyl Coated	Install Fencing up to 10 feet	EA	1	$ 450.00	$ 450.00	$ 425.00	
24		Install Fencing greater than 10 feet	LF	40	$ 20.00	$ 800.00	$ 12.50	
25		Install Corner / Pull Post	EA	3	$ 80.00	$ 240.00	$ 73.50	
26		Install Walk Gate (3'-6" Wide)	EA	1	$ 200.00	$ 200.00	$ 195.00	
27		Install Walk Gate (4' Wide)	EA	1	$ 350.00	$ 350.00	$ 195.00	
28		Install Drive Gate (10' Wide)	EA	1	$ 400.00	$ 400.00	$ 295.00	
29		Install Drive Gate (12' Wide)	EA	1	$ 500.00	$ 500.00	$ 325.00	
30		Remove Existing Fencing	LF	10	$ 4.00	$ 80.00	$ 2.50	
31	Chain-Link Fence 5-Foot Galvanized	Install Fencing up to 10 feet	EA	4	$ 500.00	$ 2,000.00	No Bid	
32		Install Fencing greater than 10 feet	LF	150	$ 20.00	$ 3,000.00	No Bid	
33		Install Corner / Pull Post	EA	8	$ 50.00	$ 400.00	No Bid	
34		Install Walk Gate (3'-6" Wide)	EA	2	$ 350.00	$ 700.00	No Bid	
35		Install Walk Gate (4' Wide)	EA	1	$ 350.00	$ 350.00	No Bid	

Contractor	Total Bid Summary	CCWA SLBE Vendor	SLBE Bid Summary
DAF Concrete, Inc. *Jonesboro, GA*	$136,166.00	Yes (10%)	$122,549.40
Lindavid, Inc. (D.B.A. C&C Fencing) *McDonough, GA*	Bid Deemed Non-Responsive		

DAF Concrete, Inc. was the lowest responsive responsible bidder. Therefore, Staff recommends awarding the Annual Contract for Fence Installation and Repairs to DAF Concrete, Inc. as the primary contractor based on the attached unit prices. No backup contractor is recommended. It should be noted that Lindavid, Inc. did not provide unit pricing for 33 of the bid items, therefore their bid could not be evaluated.

This award is contingent upon the successful bidder meeting risk management requirements and executing the contract as well as the Board authorizing the General Manager to sign the contract.

Upon Board approval, this contract will be in effect for a period of one year starting December 1, 2021. This contract is extendable for a 2nd and/or 3rd year at the same terms and conditions.

Recommendation:
CCWA staff recommends awarding the Annual Contract for Fence Installation and Repairs to DAF Concrete, Inc. as the primary contractor based on the attached unit prices. No backup contractor is recommended. It should be noted that Lindavid, Inc. did not provide unit pricing for 33 of the bid items, therefore their bid could not be evaluated.

This award is contingent upon the successful bidder meeting risk management requirements and executing the contract as well as the Board authorizing the General Manager to sign the contract.

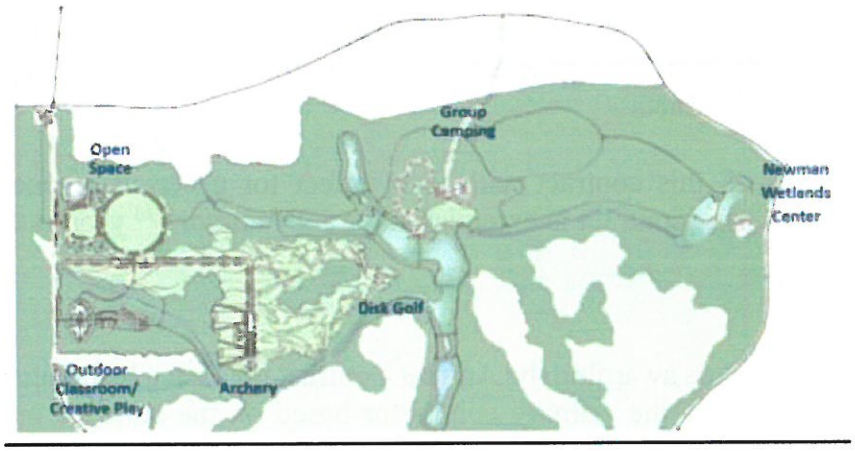
Upon Board approval, this contract will be in effect for a period of one year starting December 1, 2021. This contract is extendable for a 2nd and/or 3rd year at the same terms and conditions.

Work will be assigned on an "as needed – when needed" basis and work will be paid per the unit prices shown on the attached bid tabulation.

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

RESOLVED to award the Annual Contract for Fence Installation and Repairs to DAF Concrete, Inc. as the primary contractor based on the attached unit prices as well as authorization for the General Manager to sign the contract.

Georgia Outdoor Stewardship Grant Match Recommendation: Assistant General Manager Teresa Worley along with Kim Shorter presented a recommendation for the Georgia Outdoor Stewardship Grant Match.



The Huie Nature Preserve Foundation (HNPF) recommends submitting an application for the Georgia Outdoor Stewardship Grant (GOSG) to fund the Group Camping area (see Huie Master Plan above). The Group Camping area will be referred to as Phase I: Scout Lake Group Camping and Outdoor Learning Center. Phase 1 includes the following:

1. Group Camping Area - 10 tent platforms, community fire pit, group shelter, restrooms
2. Primitive Camping Area - 6 tent sites, 4 hammock sites, group shelter, community fire pit, restroom
3. 14 station obstacle course
4. Outdoor Classroom - Group shelter, primitive building area, wetland viewing platform, open space field, council ring, group cooking shelter, group shelter, storm shelter, storm alert detection system, charging stations
5. Additional Facilities - Connecting Trails: Wetland Center, Archery area; Entrance Road improvements, parking

The total project costs of Phase 1: Scout Lake Group Camping is estimated to be $3,000,000. The GOSG requires a 25% match by the organization. To assist with the matching funds the HNPF Board has gain a commitment for a $30,000 match from Clayton County, Clayton County Public School system, and the Huie Nature Preserve Foundation. The remaining funds needed to match the grant is $663,000.

Recommendation:

CCWA staff recommends approving resolution supporting the submission of the Georgia Outdoor Stewardship Program grant for the final design and construction of Phase I of the Huie Nature Preserve, the Scout Lake Group Camping and Outdoor Learning Center.

Staff also recommends approval to use this land for the proposed Group Camping and Outdoor Learning Center and agrees to provide a local match of $663,000 to come from

earmarked timber harvesting revenues. Approval needed for the General Manager to sign the cover letter submitted with the application.

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

RESOLVED to approve resolution supporting the submission of the Georgia Outdoor Stewardship Program grant. CCWA Board approved the use of the land for the proposed Group Camping and Outdoor Learning Center and agrees to provide a local match of $663,000 to come from earmarked timber harvesting revenues. General Manager authorized to sign the cover letter submitted with application.

STATE OF GEORGIA

COUNTY OF CLAYTON

RESOLUTION NO. 2021-XX

A RESOLUTION OF SUPPORT FOR THE SUPPORT OF THE GEORGIA OUTDOOR STEWARDSHIP PROGRAM GRANT BY THE CLAYTON COUNTY WATER AUTHORITY FOR THE HUIE NATURE PRESERVE PHASE 1: SCOUT LAKE GROUP CAMPING AND OUTDOOR LEARNING CENTER.

WHEREAS, the Clayton County Water Authority (CCWA) Board of Directors ("Board") created the Huie Site Detailed Recreational Maser Plan in 2016 which outlines a vision to transform approximately 700 acres of the 4,000-acre Huie Preserve to provide new recreational, community, and educational opportunities; and

WHEREAS, the recreational facilities proposed in the Huie Site Detailed Master Plan will increase the access of Clayton County residents to outdoor recreation, appreciation of nature, and provide continued protection to the CCWA's drinking water supply watershed; and

WHEREAS, the Phase 1: Scout Lake Group Camping and Outdoor Learning Center fills a regional demand for group camping locations, outdoor education, and outdoor recreation; and

WHEREAS, the Georgia Outdoor Stewardship Program grant program funds stewardship projects that support local parks and trails with a 75-percent state match fund; and

WHEREAS, the CCWA Board is seeking partners to support the 25-percent local match requirements for the Georgia Outdoor Stewardship Program; and

WHEREAS, the Huie Nature Preserve Foundation Board and the CCWA Board intend to use a combination of public and private funds to support the construction of the recreational facilities outlined in the Georgia Outdoor Stewardship Grant.

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

The Board supports the submission of a Georgia Outdoor Stewardship Program grant for the final design and construction of Phase I of the Huie Nature Preserve, the Scout Lake Group Camping and Outdoor Learning Center. The Board supports the use of this land for the proposed Group Camping and Outdoor Learning Center and agrees to provide a local match of $663,000 to come from earmarked timber harvesting revenues for the $3,000,000 project. The CCWA match is joined by matches from the Huie Nature Preserve Foundation, Clayton County Public Schools, and Clayton County. This resolution supports the Executive Director to sign the cover letter submitting said application.

SO RESOLVED, this ____ day of October, 2021.

Clayton County Water Authority:

_____
Robin Malone, Chairman

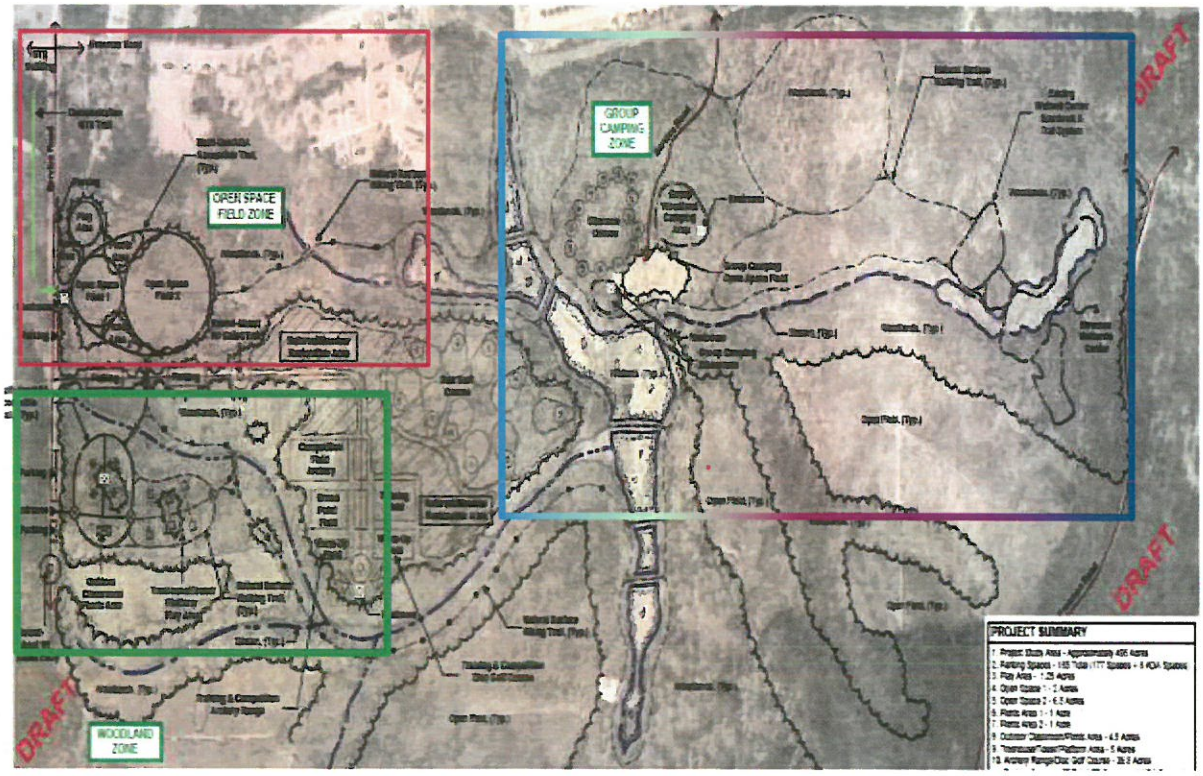
Attest:

_____
Rodney Givens, Secretary/Treasurer

APPROVED AS TO FORM:

Steven M. Fincher, Attorney for
CCWA Board of Directors

Timber Harvesting Plan Recommendation: Water Reclamation Director Kendra Stanciel presented a recommendation to update the Timber Harvesting Plan.



In 2017, Clayton County Water Authority entered a five-year contract with Timber Management Inc., to manager timber in a sustainable, diverse, and profitable way. As part of the services from Timber Management, a monthly report is given, and prices are monitored in the attempt to hit upward markets at a strategic time to sell timber with all proceeds from the timber harvest being set aside for re-forestation and implementation of the Huie Recreation Master Plan. In 2020, a feasibility study was performed by Alexander Haas to assess the potential for outside funding (donations) to design, construct, and sustain the Huie Recreation Plan. The results showed that there is potential for public funding. However, private sources of support were not sufficient at the current time. The study showed that there was a lot of community interest in having an area in the county to be used in this manner. People loved the idea of the opportunity for outdoor activities, trails, greenways, camping and special event spaces. As a result, the Huie Recreation Master Plan continued to be developed. As part of the Updated Master Plan presented by Sustainable Water Planning and Engineering (SWP&E), some areas of the Master Plan

conflicted with the current Timber Harvesting Plan. The Updated Master Plan consists of 3 Concepts (Opens Space Fields, Group Camping Area and Outdoor Classrooms) which would require CCWA to not re-forest or timber harvest in those areas based on the current Recreation Plan.
The projected funds from the 2017 Timber Harvesting Plan are approximately $504,450 along with re-forestation leading to possible future timber sales between $250-$2500 per acre based on age of timber.

Recommendation:
CCWA staff recommends updating the 2017 Timber Harvesting Plan to exclude those areas within the Recreation Master Plan that are in conflict and proceed with the harvesting and re-forestation outside of those areas to generate revenue to continue to support the Master Recreation Plan.

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

RESOLVED to approve updating the 2017 Timber Harvesting Plan to exclude those areas within the Recreation Master Plan that are in conflict and proceed with the harvesting and re-forestation outside of those areas.

W.B. Casey WRRF Biosolids Facility Upgrade – GEFA Loan Agreement Execution and Resolution Request (CW2021024): Finance Director Allison Halron presented a recommendation to execute the GEFA loan agreement and resolution for the W.B Casey WRRF Biosolids Facility Upgrade.

This project will upgrade the biosolids management at the W.B. Casey Water Reclamation Facility and related appurtenances.

Loan/Project No. **CW2021024**
CFDA: # 66.458

LOAN AGREEMENT

This **LOAN AGREEMENT** (this **"Agreement"**) dated _____, 20_____, by and between **CLAYTON COUNTY WATER AUTHORITY**, a Georgia public body corporate and politic (the **"Borrower"**), whose address for purposes of this Agreement shall be **1600 BATTLE CREEK RD, MORROW, GA 30260**, and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the **"Lender"**), whose address for purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **FIFTY MILLION DOLLARS AND ZERO CENTS ($50,000,000)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the **"Loan"**) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined) or (2) **MARCH 1, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$50,000,000**, 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.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the **"Note,"** which term

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

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this **"Agreement"**) dated _____, 20_____, by and between **CLAYTON COUNTY WATER AUTHORITY**, a

Georgia public body corporate and politic (the **"Borrower"**), whose address for purposes of this Agreement shall be **1600 BATTLE CREEK RD, MORROW, GA 30260**, and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the **"Lender"**), whose address for purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **FIFTY MILLION DOLLARS AND ZERO CENTS ($50,000,000)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the **"Loan"**) available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined) or (2) **MARCH 1, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$50,000,000**, 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.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original

stated principal amount equal to the maximum amount of the Loan as described above (the **"Note,"** which term

shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the **"Authorized Borrower Representative"**) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so

executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an **"Advance"**), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the **"Credit Documents"**) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the

Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. **Representations and Warranties** - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations,

notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its revenue-raising power (including its power to set rates, fees, and charges) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, and charges imposed and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in

facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the **"Completion Date"**) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower's entering into or performing under any Credit Document; (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys' fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default; (iii) allegations of participation or

interference by the Lender in the management, contractual relations, or other affairs of the Borrower; (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents; (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents; or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles), including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available for Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, and (iv) payments under long-term leases.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing

extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed $100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining

commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **NOVEMBER 11, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon

receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

(k) Lender acknowledges that Borrower intends to use the design-build delivery method and intends to award a design-build contract to a design-builder selected as follows: (1) Borrower will determine a selection manager and selection committee; (2) Borrower will develop a request for proposals in compliance with the Georgia Local Government Public Works Construction Act, O.C.G.A. §§ 36-91-1 through 36-91-119. ("Public Works Act"); (3) Borrower will advertise the request for proposals as required under the Public Works Act; (4) Borrower will review the proposals and interview at least three responsive and responsible offerors, unless it receives less than three proposals from responsive and responsible offerors, in which case, it will interview all offerors; (5) Borrower will evaluate the proposals and offerors; and (6) Borrower will select the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Borrower, taking into consideration the evaluation factors set forth in the request for proposals, all as required by the Public Works Act.

Accordingly, Lender represents and warrants that (i) the Loan is not and will not at any time be funded by or through a capitalization grant, as described in 33 U.S.C. § 1382(b)(14); (ii) Lender will not characterize the Project as an "equivalency project," as such term is used in EPA Office of Water Memorandum, Interpretative Guidance for Certain Amendments in

the Water Resources Reform and Development Act to Titles I, II, V, and VI of the Federal Water Pollution Control Act (Jan 6, 2015); and (iii) Lender will not classify the Project as an equivalency project in any Intended Use Plan or Annual Report.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CLAYTON COUNTY WATER AUTHORITY

Approved as to form:

By:_____

Borrower's Attorney

Signature:_____

Print Name:_____

Title:_____

(SEAL)

Attest Signature:_____

Print Name:_____

Title:_____

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

Signature:_____

Kevin Clark

Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CLAYTON COUNTY WATER AUTHORITY**

Loan Number: **CW2021024**

This project will upgrade the biosolids management at the W.B. Casey Water Reclamation Facility and related appurtenances.

EXHIBIT A

PAGE 2 OF 3

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CLAYTON COUNTY WATER AUTHORITY**

Loan Number: **CW2021024**

ITEM	TOTAL	CWSRF	FUTURE CWSRF LOAN
Construction	$92,500,000	$42,500,000	$50,000,000
Contingency	-	-	-
Engineering & Inspection	7,250,000	7,250,000	-
Administrative/Legal	250,000	250,000	-
TOTAL	**$100,000,000**	**$50,000,000**	**$50,000,000**

*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: **CW2021024**

ACTION	DATE
Plans and Specifications submitted to EPD	NOVEMBER 2021
Bid Opening	FEBRUARY 2022
Notice to Proceed with Construction	APRIL 2022
Completion of Construction	NOVEMBER 2025

EXHIBIT B
PAGE 1 OF 3
CLAYTON COUNTY WATER AUTHORITY
CW2021024

SPECIMEN PROMISSORY NOTE

$50,000,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **FIFTY MILLION DOLLARS AND ZERO CENTS ($50,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 13/100 PERCENT (0.13%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

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) **MARCH 1, 2026**, 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 **TWO HUNDRED THIRTY-NINE (239)** 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 **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of

this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **"Loan Agreement"**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

EXHIBIT B
PAGE 3 OF 3

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the ____ day of _____, ____.

CLAYTON COUNTY WATER AUTHORITY

(SEAL)

By: **SPECIMEN**

Name:

Title:

Approved as to form:

By: **SPECIMEN**

Authority Attorney

Attest:

SPECIMEN

Name:

Title:

EXHIBIT C

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: **CLAYTON COUNTY WATER AUTHORITY**

Loan Number: **CW2021024**

Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

Sealed bids, with a public bid opening, are required.

The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

The Borrower must require 100 percent payment and performance bonds.

Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

EXHIBIT C

Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

Proof of advertising;

Certified detailed bid tabulation;

Engineer's award recommendation;

Governing body's award resolution;

Executed contract documents, including plans and specifications;

Construction and payment schedules;

Notice to proceed;

Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and

Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative of this unit may participate.

Notwithstanding anything to the contrary herein, Borrower shall be deemed in compliance with Paragraphs 1 through 9 of this Exhibit C if Borrower complies with the procurement and contracting requirements of the Georgia Local Government Public Works Construction Act, O.C.G.A. §§ 36-91-1 through 36-91-119, including the requirements of Section 13(h) of the Loan Agreement.

EXHIBIT D

STATE REQUIREMENTS

Recipient: **CLAYTON COUNTY WATER AUTHORITY**

Loan Number: **CW2021024**

None.

FEDERAL REQUIREMENTS

Recipient: **CLAYTON COUNTY WATER AUTHORITY**

Loan Number: **CW2021024**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

a) including qualified small and minority and women's businesses on solicitation lists;

b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;

c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;

d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;

e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;

f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolved Loan Fund Construction Contracts."

6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or

a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 12246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Reserved.

10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.

12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel

Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower

who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

1) Bidder's name with point of contract;

2) Bidder's mailing address, telephone number, and email address;

3) The procurement item on which the bidder bid or quoted, and when; and

4) Bidder's status as an MBE/WBE or non-MBE/WBE

Borrowers receiving a combined total of $250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: **CLAYTON COUNTY WATER AUTHORITY**

Loan Number: **CW2021024**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's 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:

As counsel for **CLAYTON COUNTY WATER AUTHORITY** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2021024**, between the Borrower and **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with,

breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

EXHIBIT E

PAGE 2 OF 2

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

(i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and

(ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

_____

Signature

_____

Printed Name

_____

EXHIBIT F

EXTRACT OF MINUTES

RESOLUTION OF GOVERNING BODY

Recipient: **CLAYTON COUNTY WATER AUTHORITY**

Loan Number: **CW2021024**

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 governing body of the Borrower has determined to borrow but not to exceed **$50,000,000** from **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate

provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

_____ _____

(Signature of Person to Execute Documents) (Print Title)

_____ _____

(Signature of Person to Attest Documents) (Print Title)

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

Dated:_____ _____

Secretary/Clerk

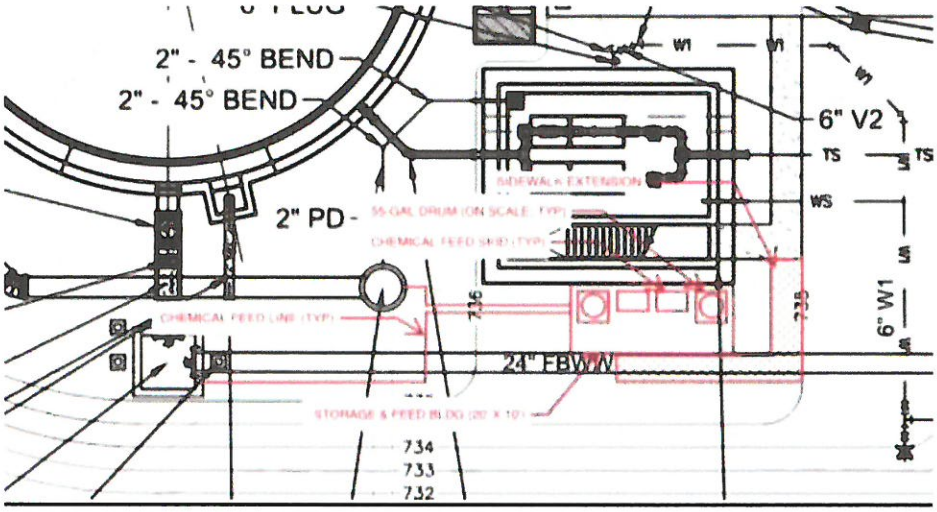
(SEAL)

Recommendation:
CCWA staff requests the adoption of resolution as presented and appears in the board package and the authorization of the General Manager to execute the contract for GEFA loan CW2021024.

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

RESOLVED to amend and approve adoption of resolution as presented and authorize General Manager to execute the contract for GEFA loan CW2021024.

Hooper WPP Dechlorination System Project Recommendation Change Order #1:
Water Production Director Coty McDaniel presented a recommendation for additional funding needed to comply with the new chlorine residual regulations.



The W.J. Hooper Water Production Plant (Hooper WPP) is permitted to treat up to 20 million gallons of water per day (MGD) via conventional surface water treatment processes. Improvements to the Hooper WPP's residuals handling system is currently underway and anticipated to be completed in 2021. Though this project includes substantial improvements to the WPP's thickening processes and washwater holding basin, the manner in which effluent from the residuals handling system is discharged to the reservoir is not being modified. The National Pollutant Discharge Elimination System (NPDES) permit regulating this discharge was updated on January 1, 2021, and includes a reduction in the maximum allowable residual chlorine concentration down to 0.01 mg/L, which must be met by December 31, 2021. At present, the Hooper WPP currently does not have the ability to accurately monitor or remove residual chlorine concentrations down to this recently reduced value, and the plant averages 0.20 to 0.30 milligrams per liter (mg/l) of chlorine at this discharge.

On January 6, 2021, CCWA reached out to the Georgia Environmental Protection Division (EPD) to discuss the new chlorine residual limit, and EPD responded to our questions on January 22, 2021. The new permit indicates that we have 1 year from January 1, 2021 to comply with the changes of the new chlorine residual rule of 0.011 mg/l. Failure to comply with the new regulations could result in a possible fine due to noncompliance. Due to the one-year allowance to comply to the rule change, we have identified an expedited method to complete the required improvements, and a high-level concept was developed to assist CCWA with moving forward with the following project recommendation.

Change Order details

During the Board Meeting in April 2021, the board approved $800,000 for Crowder Construction Company to complete this construction. This initial cost estimate was based on a site visit and discussion of major project components and by applying the hourly labor rates and expenses in the signed contract. Since April 2021, the design has been completed and major equipment has been ordered to ensure CCWA can meet the required deadlines. Updated cost estimates have been developed which requires a change order for additional funding. This is due to two primary reasons: price increases due to COVID-19 and changes in scope since the initial site visit.

Due to COVID-19, we have seen a significant increase in material prices since June including the following:

- PVC Escalation- 15-23%
- Copper Escalation- 25-30%
- Steel Escalation- 12%
- Ductile Iron Pipe- 18-25%, lead time 16-24 weeks

There were also changes in scope that impacted the overall construction price as well. These include:

- Magmeters
- HVAC
- Electrical panels
- Chemical metering pumps
- Plumbing
- Pipe encasement for bypass line
- Re-route and encasement of TSL line

Financial Summary

Crowder Construction Company	Construction	$800,000.00
Crowder Construction Company	Change Order #1	$600,000.00
Total Projected Project Cost		**$1,400,000.00**

Recommendation:
CCWA staff recommends approval for the General Manager to execute Change Order #1 to the agreement for W.J. Hooper Water Production Plant Dechlorination System with Crowder Construction Company, executed on April 21, 2021, in an amount not to exceed $600,000.00.

UPON MOTION by John Chafin and second by Cephus Jackson, it was unanimously

RESOLVED to approve General Manager to execute Change Order #1 to the agreement for W.J. Hooper Water Production Plant Dechlorination System with Crowder Construction Company, executed on April 21, 2021, in an amount not to exceed $600,000.00.

Executive Session

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

RESOLVED to enter an Executive Session to discuss personnel matters.

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

RESOLVED to exit Executive Session and return to open session. Nothing discussed and no action taken.

Updates from the Board Members and General Manager

Legal Counsel Steven Fincher presented an update on the Biosolids Selection Team. Chairman Robin Malone advised he will be serving along with Rodney Givens on the Biosolids Committee. Information only, no action taken.

General Manager H. Bernard Franks presented an update on upcoming sponsored events. Information only, no action taken.

General Manager H. Bernard Franks presented an update on WEF Conference. Information only, no action taken.

Vice Chair Marie Barber appointed Emma Godbee to serve as a member on the OPEB Committee. Information only, no action taken.

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 discuss. Vote unanimous.

Robin Malone, Chairman

Rodney Givens, Secretary/Treasurer