

Peachtree City Water & Sewerage Authority
Regular Meeting
Agenda
Tuesday, September 16, 2025
8:30 a.m.

I. Pledge of Allegiance

II. Public Comment

III. Minutes

August 19, 2025 – Regular Meeting Minutes

IV. Reports

A. Authority Members

B. General Manager

V. Approval of FY2026 Budget

VI. ISE Contract

VII. Contract for the Acquisition of Real Estate, 13.24-Acre Parcel South Highway 74, with the City of Peachtree City, Georgia

VIII. October 21, 2025 Meeting Cancellation

IX. Executive Session – Real Estate, Personnel, Potential Litigation

X. Adjourn

**** Location of meeting is Peachtree City Water & Sewerage Authority at 1127 Hwy. 74, South ****

NOTE: This agenda is subject to change up to twenty-four hours prior to the scheduled meeting.

A quorum of City Council will be in attendance.

Peachtree City Water and Sewerage Authority

August 19, 2025

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, August 19, 2025, in the break room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Kim Learnard, Vice-Chairman Clint Holland, Treasurer/Secretary Laura Johnson, Board Member Suzanne Brown, Ms. Melissa Griffis (attorney with Horne & Griffis), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Mr. Josh Thomas (Cpak Technology Solutions), and Mr. Bo Davis (ISE).

Ms. Learnard called the meeting to order at 8:30 am. The meeting began with the Pledge of Allegiance.

Ms. Learnard opened the meeting up for public comment. There were no public comments.

Ms. Learnard asked for a motion to approve the June 26, 2025 regular meeting minutes. Ms. Johnson made a motion to approve the June 26, 2025 meeting minutes, seconded by Ms. Brown. Motion carried.

There were no reports from the Authority members or General Manager.

Mr. Dan Davis discussed the 54-74 Sewer Line Replacement Project, stating that Piedmont Paving is the recommended contractor and the project is anticipated to be completed within three to six months. Ms. Griffis stated that the bid/contract is under budget and would not require a vote by the Board members. Ms. Griffis stated the staff followed the bid procedure statutory requirements. Ms. Griffis stated that the Board previously approved that any projects at or below budget did not require a Board vote, but with the statutory requirements changing from \$100k to \$250k for bidding out projects this information was presented for informational purposes.

Ms. Learnard asked for a motion to approve the Meeting Date Calendar. Ms. Brown stated that the schedule may need to be amended to accommodate any new Board members. Ms. Griffis stated the schedule can be amended in the future if needed. Ms. Brown made a motion to approve the Meeting Date Calendar, seconded by Mr. Holland. Motion carried.

Ms. Shah discussed the Quarterly Financial Report for the third quarter. Ms. Shah stated there is \$12M in cash with \$2M restricted. Ms. Shah stated that revenues were above budget and salaries/wages were under budget due to open positions and healthcare expenses being lower than anticipated. Materials/supplies, repair/maintenance and operating supplies were also under budget. Mr. Holland inquired about the fund balance. Ms. Shah stated the budget accounts for all CIP projects being completed, however typically some projects (and funds) are carried forward to the next budget year.

Ms. Shah presented the FY2026 Budget. Mr. McNeil discussed the previous year's accomplishments. Mr. Dan Davis commented that Mr. McNeil and Authority staff have been successful in reducing the cost of chemicals used to abate odor by \$250k. Mr. McNeil highlighted that the Authority plants achieved 100% compliance with their permits and the Collection System won the GAWP Gold Award for the third consecutive year. Ms. Shah discussed the budget financials. There was some discussion on the varying number of septage loads accepted per day, and the amount of sludge produced by the plants per day. Ms. Shah discussed that electricity and sludge are the Authority's largest expenses. Mr. Dan Davis reviewed the Capital Improvement Plan (CIP) and highlighted several projects planned for the next year, including Collection System repairs to be identified through the forthcoming Prioritization Plan. There was some discussion on biosolids and sludge handling. Ms. Griffis stated that the Budget would be on the September meeting Agenda for approval.

Ms. Learnard asked for a motion to adjourn into Executive Session for the purpose of Potential Litigation. The motion was made by Mr. Holland and seconded by Ms. Johnson. Motion carried. The meeting was adjourned into Executive Session at 9:17 am.

The meeting was reconvened at 9:29 am.

Ms. Learnard asked for a motion to adjourn. The motion was made by Mr. Holland and seconded by Ms. Johnson. Motion carried. The meeting was adjourned at 9:29 am.

Chairman – Kim Learnard

Vice Chairman – Clint Holland

Annual Operating & Capital Budget Fiscal Year 2026

Submitted by:

L.H. (Dan) Davis, Jr., General Manager

Larry McNeil, Deputy General Manager

Prepared by: Millie Shah, Controller

Board Members

Kimberly K. Learnard, Chair

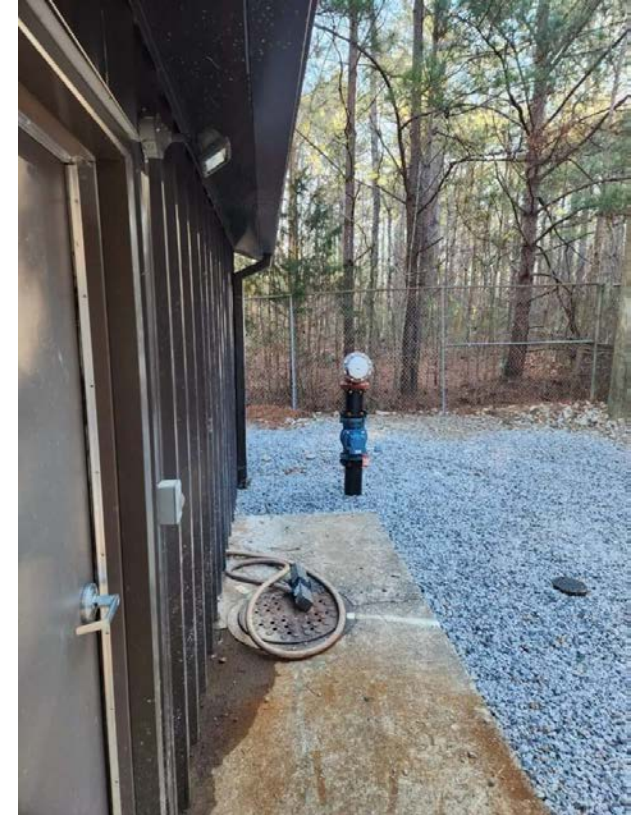
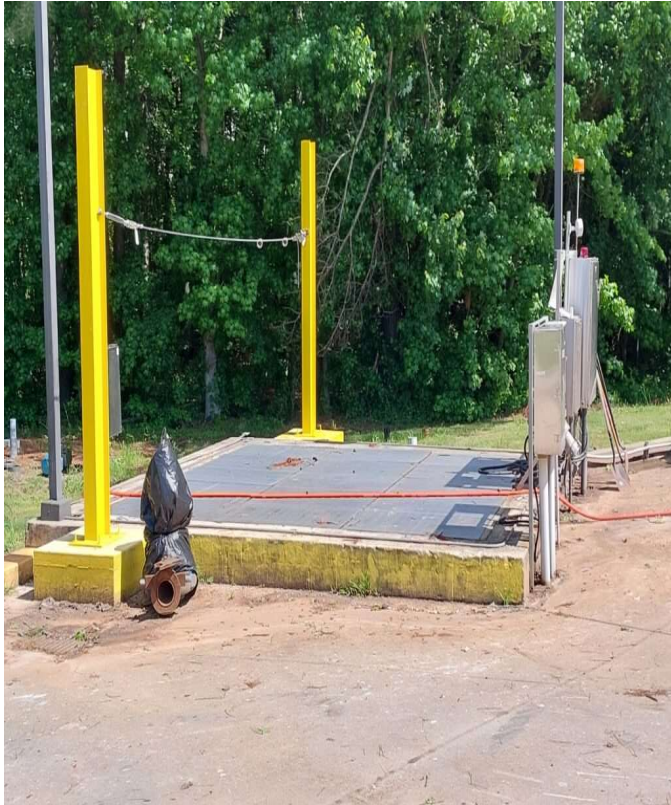
Clinton R. Holland, Jr., Vice-Chair

Laura Johnson, Secretary/Treasurer

Suzanne Brown

Overview of FY2026 -Operations

- Lift station 11 has new fall protection installed.
- The discharge manhole for lift station 13 has been completed.
- A bypass connection with a valve has been established for lift station 15.



- Installation of FOG and odor control at lift station13.
- Lift station 2 upgrade.



Plant Overview

- The Authority has achieved **100% compliance** with all state-issued permit values at both facilities.
- Installation of a new filter at Rockaway Plant.



Our collections system has won the **Gold Award** for the third consecutive year!
These incredible achievements are a testament to the hard work and dedication of everyone involved.



Georgia
Association of
Water
Professionals

WASTEWATER COLLECTION SYSTEM
EXCELLENCE AWARD

AWARDED TO

Peachtree City Water & Sewerage Auth.

In Recognition of OUTSTANDING OPERATION of a

Wastewater Collection System

during the calendar year of 2024

Gold Award

Daniel Carter

Dan Carter, 2024-2025 GAWP President

Mathue Joiner

Mathue Joiner, Collection Systems Committee Chair

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

FY2026 BUDGET

FY2025 OPERATING REVIEW	FY2024 Actual	FY2025 Budget	FY2025 Projected	FY2024 Actual / FY2025 Projected	%
Revenues - Rate	10,205,219	9,933,200	10,226,500	21,281	0.2%
Revenues - Fee	649,905	635,500	818,600	168,695	26.0%
Operating Fund Revenues	10,855,124	10,568,700	11,045,100	189,976	1.75%
Salaries, Wages, & Benefits	3,206,310	3,560,900	3,420,500	214,190	6.7%
Materials, Supplies, & Services	3,795,887	4,137,650	3,622,400	(173,487)	-4.6%
Operation Expenditures*	7,002,197	7,698,550	7,042,900	40,703	0.6%
Operating Surplus (Deficit)	3,852,927	2,870,150	4,002,200	149,273	3.9%
Other Income (Expense)	369,926	250,000	375,000	5,074	1.4%
Total Surplus (Deficit)	4,222,853	3,120,150	4,377,200	154,347	3.7%
FY2025 DEBT SERVICE AND RENEWAL & EXTENSION	FY2024 Actual	FY2025 Budget	FY2054 Projected	FY2024 Actual / FY2025 Projected	%
<i>Funding Source Debt Service and Renewal & Extension</i>					
Current Year Operating Surplus	4,222,853	3,120,150	4,377,200	154,347	3.7%
Debt Service and Renewal & Extension					
Debt Service Payment	1,593,300	1,591,800	1,591,800	(1,500)	-0.1%
Renewal & Extension (Crawford, Electrical, Mechanical)	-	300,000	275,000	275,000	0.0%
Sub-Total	1,593,300	1,891,800	1,866,800	273,500	17.2%
FY2025 CAPITAL PROJECTS	FY2024 Actual	FY2025 Budget	FY2025 Projected	FY2024 Actual / FY2025 Projected	%
<i>Funding Source Capital Projects</i>					
Current Year Operating Surplus after Debt Service and Renewal & Extension	2,629,553	1,228,350	2,510,400	(119,153)	-4.5%
American Rescue Plan Funding	748,334	5,493,599	3,852,700	3,104,366	414.8%
Use of Reserve Fund for Capital Projects	-	4,566,914	-	-	0.0%
Sub-Total	3,377,887	11,288,863	6,363,100	2,985,213	88.4%
Capital & Project	2,621,672	11,138,863	5,498,400	2,876,728	109.7%
Sub-Total	2,621,672	11,138,863	5,498,400	2,876,728	109.7%
	756,215	150,000	864,700	108,485	14.3%

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

FY2026 BUDGET

FY2026 OPERATING	FY2025 Projected	FY2026 Budget	FY2025 Projected /FY2026 Budget	%
Revenues - Rate	10,226,500	10,440,000	213,500	2.1%
Revenues - Fee	818,600	842,500	23,900	2.9%
Operating Fund Revenues	11,045,100	11,282,500	237,400	2.1%
Salaries, Wages, & Benefits	3,420,500	3,812,300	391,800	11.5%
Materials, Supplies, & Services	3,622,400	4,225,550	603,150	16.7%
Operation Expenditures*	7,042,900	8,037,850	994,950	14.1%
Operating Surplus (Deficit)	4,002,200	3,244,650	(757,550)	-18.9%
Other Income (Expense)	375,000	300,000	(75,000)	-20.0%
Total Surplus (Deficit)	4,377,200	3,544,650	(832,550)	-19.0%
FY2026 DEBT SERVICE AND RENEWAL & EXTENSION	FY2025 Projected	FY2026 Budget	FY2025 Projected /FY2026 Budget	%
<i>Funding Source Debt Service and Renewal & Extension</i>				
Current Year Operating Surplus	4,377,200	3,544,650	(832,550)	-19.0%
Debt Service and Renewal & Extension				
Debt Service Payment	1,591,800	1,597,900	6,100	0.4%
Renewal & Extension (Crawford, Electrical, Mechanical)	275,000	300,000	25,000	9.1%
Sub-Total	1,866,800	1,897,900	31,100	
FY2026 CAPITAL PROJECTS	FY2025 Projected	FY2026 Budget	FY2025 Projected /FY2026 Budget	%
<i>Funding Source Capital Projects</i>				
Current Year Operating Surplus after Debt Service and Renewal & Extension	2,510,400	1,646,750	(863,650)	-34.4%
American Rescue Plan Funding	3,852,700	1,277,400	(2,575,300)	-66.8%
Use of Reserve Fund for Capital Projects	-	5,574,450	5,574,450	0.0%
Sub-Total	6,363,100	8,498,600	2,135,500	33.6%
Capital & Project	5,498,400	8,348,600	2,850,200	51.8%
Sub-Total	5,498,400	8,348,600	2,850,200	51.8%
	864,700	150,000	(714,700)	-82.7%

* Cash-flow based budget. Does not include Depreciation expense & end of the year adjusting entries

7-YEAR CAPITAL IMPROVEMENT PLAN	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	Total
SOURCE OF FUNDS								
American Rescue Plan (ARP) Funding	1,277,400							1,277,400
Bonds/GEFA Loan			6,500,000	8,411,000	13,500,000	6,235,000	6,235,000	40,881,000
GEFA Loan						320,000		320,000
Fund balance/operating income - current year	7,071,200	3,943,000	4,256,000	1,727,000	986,000	1,221,000	1,233,000	20,437,200
Total Fund Source	8,348,600	3,943,000	10,756,000	10,138,000	14,486,000	7,776,000	7,468,000	62,915,600

CAPITAL PROJECTS								
<i>American Rescue Plan (ARP) Projects</i>								
PCWAS - Wastewater Treatment Facility Improvements	1,776,000							1,776,000
	1,776,000							1,776,000

COLLECTIONS SYSTEM								
Pipeline rehabilitation - HWY 54/74	1,075,000							1,075,000
Pipeline rehabilitation - HWY 54/74 design/Eng.	30,000							30,000
Lift station 38 stream crossing	82,000							82,000
Manholes refurbishment	210,000	200,000	200,000	200,000	200,000	200,000	200,000	1,410,000
Pump station upgrades and equipment	576,000	250,000	250,000	250,000	250,000	250,000	250,000	2,076,000
Replacement program: pumps, generators and small equipment (collection, RW, LC)	110,000	110,000	110,000	110,000	110,000	110,000	110,000	770,000
Collection equipment	108,100	150,000	150,000	820,000	135,000	150,000	150,000	1,663,100
Wet well fall protection	60,000							60,000
Fall protection program equipment	50,000	50,000	50,000	50,000	50,000	50,000	50,000	350,000
Fence replacement program	20,000	20,000	20,000	20,000	20,000	20,000	20,000	140,000
Clydesdale pipe rehabilitation	-	500,000						500,000
Rolling Green pipeline rehabilitation		368,000						368,000
Dividend Drive pipeline rehabilitation		311,000						311,000
Alta pipeline rehabilitation		110,000						110,000
Pipeline sewer main rehabilitation			3,960,000	3,960,000	3,960,000	3,960,000	3,960,000	19,800,000
Pipeline / CIPP			2,451,000	2,451,000	2,451,000	2,451,000	2,451,000	12,255,000
	2,321,100	2,069,000	7,191,000	7,861,000	7,176,000	7,191,000	7,191,000	41,000,100

7-YEAR CAPITAL IMPROVEMENT PLAN

FY2026

FY2027

FY2028

FY2029

FY2030

FY2031

FY2032

Total

ROCKAWAY PLANT

New sidewalks	25,000	25,000	25,000	25,000	25,000	25,000	25,000	175,000
Multi-rake bar screens (2)	500,000							500,000
Replace floating decanter (6)	300,000							300,000
Building Reconstruction	400,000							400,000
New permit upgrade	100,000		800,000					900,000
Plant equipment and upgrade	213,500							213,500
Sludge handling				2,000,000	7,000,000	-		9,000,000
	1,538,500	25,000	825,000	2,025,000	7,025,000	25,000	25,000	11,488,500

TURNER PLANT

New sidewalks	25,000	25,000	25,000	25,000	25,000	25,000	25,000	175,000
Line Creek outfall line	190,000							190,000
Basin covers	160,000							160,000
Plant equipment, pumps and upgrade	182,000							182,000
Belt press rehabilitation	60,000							60,000
Upgrade septage receiving station	16,000							16,000
Chemical building upgrade	15,000							15,000
Filters rebuilt	63,000							63,000
Generators		200,000						200,000
New permit upgrade			500,000					500,000
Grit chamber replacement		350,000						350,000
	711,000	575,000	525,000	25,000	25,000	25,000	25,000	1,911,000

7-YEAR CAPITAL IMPROVEMENT PLAN	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032	Total
ADMINISTRATION								
Main building interior remodel/sidewalk/parking lot	400,000							400,000
Program management fee ARPA projects	30,000							30,000
Prioritization Plan/Survey/CCTV	530,000							530,000
IT capital projects	160,000							160,000
Contingency/capital	120,000	120,000	120,000	120,000	120,000	120,000	120,000	840,000
Contingency/ IT	30,000	30,000	30,000	30,000	30,000	30,000	30,000	210,000
	1,270,000	150,000	150,000	150,000	150,000	150,000	150,000	2,170,000
FLEET/MAINTENANCE								
Truck - Operations	60,000	45,000			45,000			150,000
Truck - Collections	60,000	65,000	65,000	65,000	65,000	65,000	65,000	450,000
Golf cart	12,000			12,000			12,000	36,000
Vacuum truck	-	514,000						514,000
Dump truck	200,000			-		320,000		520,000
	332,000	624,000	65,000	77,000	110,000	385,000	77,000	1,670,000
LONG TERM PLANNING PROJECTS								
Huddleston road sewer line	200,000	-	2,000,000					2,200,000
Biosolids management	100,000							100,000
Governor's Square sewer line - Phase 2 &3	100,000	500,000						600,000
Hip Pocket/Loblolly/Lake Peachtree sewer line	-	TBD	TBD	TBD	TBD	TBD	TBD	-
TOTAL PROJECT COSTS	8,348,600	3,943,000	10,756,000	10,138,000	14,486,000	7,776,000	7,468,000	62,915,600

Peachtree City Water and Sewerage Authority Revenue Bond

Fiscal Year	Principal	2013A Series Interest	Total
2026	1,505,000	92,900	1,597,900
2027	1,570,000	31,400	1,601,400
Total	3,075,000	124,300	3,199,300

To: Kim Learnard, Chair
Company: Peachtree City Water and Sewerage Authority
Address: 1127 Highway 74 South
Peachtree City, GA 30269

Date: September 8, 2025
From: L.H. (Dan) Davis, Jr., P.E.
Copy to: File

Project: Contract General Management (2025-2026)

Background Information:

The Board of the Peachtree City Water and Sewerage Authority (PCWASA) has requested that Integrated Science & Engineering, Inc. (ISE) continue to serve as Contract General Manager.

Conflict of Interest Statement

The Georgia General Assembly created the Georgia State Board of Registration for Professional Engineers and Land Surveyors (Board) in 1937 with the charge of protecting life, health, and property and to promote the public welfare. The Board has the power to adopt rules, set standards for licensure, adopt mandatory standards of professional conduct and ethics, and investigate and discipline unauthorized, negligent, unethical or incompetent practice. The Board has the authority to implement provisions of the Georgia State Laws: Title 43, Chapter 15 “Professional Engineers and Land Surveyors” and the Board Rules: Chapter 180, “Rules of State Board of Registration for Professional Engineers and Land Surveyors”. To that end, Section 180-6-.05 identifies seven areas where an engineer may have a conflict of interest. Per subsection 1 of said section, “The engineer or land surveyor shall avoid conflicts of interest. The engineer or land surveyor shall conscientiously avoid conflict of interest with his/her employer or client, but, when unavoidable, the engineer or land surveyor shall forthwith disclose the circumstances to his employer or client.” In the same section, subsection 6 states, “The engineer or land surveyor in public service as a member, advisor, or employee of a governmental body or department shall not participate in considerations or actions with respect to matters involving him/her or his/her organization's private or public engineering or land surveying practices.” Given the above, ISE hereby notifies the Board that it is performing the following services under work authorizations previously authorized by PCWASA:

- On-Call Services
- Long-Term Water Quality Monitoring
- Industrial Pre-Treatment Program

Any future work authorizations for efforts by ISE will be approved by the Board.

WORK AUTHORIZATION

Scope of Work:

Background and Understanding

This contract represents the eighth year of Contract Management provided to PCWASA by ISE and follows the contract dated August 12, 2024 and approved by the PCWASA Board of Directors on August 20, 2024. The below scope of services details the continued oversight and support in two key areas: Human Resources and General Management, as well as Financial Review and Oversight.

Over the past seven years, ISE has continued to provide overall General Management and Human Resources support services to PCWASA. These services include working with the PCWASA Board and Legal Counsel to develop and implement various employment policies and procedures. ISE has also served as the General Manager for the Authority over the past seven years, providing oversight and overall management for the Authority at the direction of the Board of Directors. In addition, ISE Staff provided general Financial Review and Oversight in order to provide redundancy and additional financial planning resources for the organization.

Scope of Services

Task 1: Human Resources Management

Within this task, ISE Staff will continue to implement and refine the policies and procedures adopted by the Board of Directors over the previous years. ISE will work with the Board of Directors to direct Human Resources functions for all PCWASA Staff including: recruiting, staffing, and onboarding; policy development and maintenance; employee relations; and compensation and benefits administration. ISE Staff will also work with appropriate HR specific legal counsel to support compliance with regulatory bodies related to employment law. ISE will coordinate HR issues with the Board's legal counsel as necessary.

Task 2: General Management Oversight

ISE will continue to serve as the General Manager for the Authority. ISE will support coordination for all of the tasks listed below:

- Attendance at the monthly Board meetings as needed
- Incidental meetings as requested by the Board and/or staff
- Interagency liaison as requested by the Board
- Coordination with PCWASA's legal counsel
- Overall General Management functions, including management of Human Resources, Finance, Operations, and Administrative functions
- Prepare materials for the monthly Board meetings, as well as meeting agendas and meeting minutes

Task 3: Financial Review and Oversight

ISE Staff will provide consultation to the PCWASA Controller for various financial tasks, including assisting with compiling information for the externally prepared Financial Statement Audit, assisting with preparing the Annual Operating Budget, assisting with preparing the quarterly financial reports to the Board of Directors and appropriate PCWASA Staff, as well as consulting on financial integrity analysis, risk

WORK AUTHORIZATION

management, investment and retirement services management, bond/debt service management, and processes and planning for capital improvements and budgeting.

Additional Services

Any additional services outside the Scope of Services outlined herein, including Litigation Support, will be provided by ISE Staff on an hourly basis, in accordance with the rate schedule herein.

Schedule:

This Work Authorization will commence on October 1, 2025 and upon approval from the PCWASA Board of Directors, and will be valid for a period of one year. The Work Authorization can be terminated by either party with 30 days' notice but will renew automatically on an annual basis. The rates will be subject to review and revision on an annual basis.

Fee Estimate:

Task No.	Task Name	Monthly Fees 10/01/2025 to 09/30/2026	
1	Human Resources Management	\$7,085	Lump Sum
2	General Management Oversight	\$10,628	Lump Sum
3	Financial Review and Oversight*	\$1,815	Lump Sum
TOTAL		\$19,528	

**The scope of work outlined herein will be performed at the fee shown. Efforts beyond the scope identified will be performed on an hourly basis at the Sr. Financial Analyst rate shown in the Unit Rate table below.*

All work will be performed in accordance with the attached Terms and Conditions. The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

Authorization:

Authorized by: _____ Title: _____

Print Name: _____ Date: _____

Terms and Conditions Included

WORK AUTHORIZATION

TERMS AND CONDITIONS

Integrated Science & Engineering, Inc. (ISE) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated ISE will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently ISE is denied or delayed in performing their services, the associated cost may be viewed as a reimbursable expense.

Billings/Payment: Invoices for ISE's services shall be submitted, at ISE's option, either upon completion of such services or on a monthly basis (unless noted otherwise) and are due when rendered. Invoices shall be considered "Past Due" if not paid within 30 days after the invoice date. If the invoice is not paid within 30 days, ISE may, without waiving any claim or right against the Company, and without liability whatsoever to the Company, terminate the performance of the service. Unpaid accounts shall be subject to a monthly service charge of 1.5% on the unpaid balance at the sole election of ISE.

Reimbursable Expenses: Any expenses that are required beyond those identified under professional services will be billed at the cost incurred.

Additional Services: Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, and other services that are not included under professional services; provided, however, that additional services shall not be classified as reimbursable expenses and will be billed at ISE's cost incurred or normal prevailing rate. ISE will only perform additional services when authorized in writing by the Company.

Indemnification: ISE shall indemnify and hold harmless Company and all of Company's personnel from and against any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of ISE, anyone directly employed by ISE, or anyone for whose acts any of them may be liable.

Termination of Services: This agreement may be terminated by written notice by either the Company or ISE should the other fail to perform its obligations hereunder. In the event of termination, the Company shall pay ISE for all services rendered to the date of termination and all reimbursable expenses.

Ownership of Documents: All documents produced by ISE under this agreement shall remain the property of ISE and may not be used by the Company for any other endeavor without the written consent of ISE. Any unauthorized use or distribution shall be at Company's and Recipient's sole risk and without liability to ISE. Company further agrees that documents produced by ISE pursuant to this agreement will not be used at any location or for any project not expressly provided for in this agreement without ISE's written approval.

Discovery of Unanticipated Hazardous Materials: Hazardous materials may exist where there is no reason to believe they could or should be present. The Company acknowledges that ISE's scope of services for this project does not include any services related to hazardous wastes. ISE and the Company agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ISE and the Company also agree that the discovery of unanticipated hazardous materials may make it necessary for ISE to take immediate measures to protect human health and safety, and/or the environment. ISE agrees to notify the Company as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Company encourages ISE to take any and all measures that in ISE professional opinion are justified to preserve and protect the health and safety of ISE personnel and the public, and/or the environment, and the Company agrees to compensate ISE for the additional cost of such work.

Site Operations: ISE field personnel will avoid hazards or utilities which are visible to them at the site. If ISE is advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, ISE will give special instructions to their field personnel. ISE will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The Company recognizes that ISE's research may not identify all subsurface utility lines and man-made objects, and that the information upon which ISE relies may contain errors or may not be complete. ISE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, owned by Company or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost of demolition. Where the detailed investigation of such a condition is not authorized, ISE shall not be responsible for the condition of the existing structure. The Company understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services. The Company is fully responsible for and assumes all risks associated with such conditions.

Construction Activities: Unless specifically stated otherwise, the Company and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

Integration: This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law: Unless otherwise specified, this agreement shall be governed by the laws in the State of Georgia.

WORK AUTHORIZATION

UNIT RATES – 2025 BILLING RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Sr. Principal	\$265
Principal	\$250
Sr. Financial Analyst	\$185
Sr. Project Manager	\$200
Project Manager	\$180
Project Engineer III	\$175
Project Engineer II	\$165
Project Engineer I	\$140
Engineer II	\$135
Engineer I	\$115
Sr. Environmental Scientist	\$155
Environmental Scientist	\$120
Sr. Professional Land Surveyor	\$175
Staff Surveyor	\$135
Survey Crew (1-person)	\$150
Survey Crew (2-person)	\$175
Planner	\$140
Technician III	\$130
Technician II	\$115
Technician I	\$95
Administrative	\$85

CONTRACT FOR THE ACQUISITION OF REAL ESTATE

THIS AGREEMENT (the "Contract") made and entered into by and between PEACHTREE CITY WATER & SEWERAGE AUTHORITY ("Seller"), and PEACHTREE CITY, GEORGIA, a Georgia Municipal Corporation ("Purchaser"),

W I T N E S S E T H: T H A T

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, paid by each party to the other, the receipt and sufficiency of which are herewith acknowledged, and in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. **Purchase and Sale.** Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell and Purchaser agrees to purchase that certain property consisting of 13.24 +/- acres, said property identified as Tax Parcel ID No. 0614 027 according to the Tax Assessor of Fayette County, Georgia, said property being shown on Exhibit "A" attached hereto and made a part hereof, and more particularly described in the legal description set forth in said Exhibit "A" (hereinafter the "Premises") Seller shall retain an easement area for ingress and egress and for the operation and maintenance of the wastewater treatment and collection system owned and operated by Seller, including any necessary pipes or lift stations. Said easement area is over the entirety of the Premises. Seller shall also retain the right for future expansion of the finished wastewater discharge line, including for temporary construction. The Purchaser shall not encroach any and all areas containing the pump station and/or discharge line.

2. **No Earnest Money.** Purchaser and Seller agree that no earnest money shall be paid, deposited or held in connection with this Contract, but that the liquidated damage provision of Paragraph 7 is sufficient consideration for the parties' entering into this Contract.

3. **Purchase Price.** The purchase price (the "Purchase Price") for the Premises, subject to all adjustment and credits hereinafter provided, shall be Seven Hundred Ninety-Four Thousand Dollars (\$794,000.00) to be paid by wire transfer of immediately available funds at Closing (as said term is defined in Paragraph 6(a)) inclusive of all Extension Fees (as said term is defined in Paragraph 5(d)) paid by Purchaser to the Closing (as said term is defined in Paragraph 6(a)).

4. **Representations and Warranties.** Seller hereby warrants and represents to Purchaser, and agrees that the following matters are now true and shall be true as of the Closing :

(a) Seller has no actual knowledge, nor has Seller received any notice of, any actual or threatened action, litigation or proceeding (including any condemnation or eminent domain proceedings) by any organization, person, individual, or governmental agency against either Seller or the Premises, or with respect thereto, nor does Seller know of any basis for any such action.

(b) Seller owns and will convey to Purchaser at Closing unencumbered property rights to the Premises, with title to such property insurable by a title insurance company designated by Purchaser (the "Title Insurer") in the full amount of the Purchase Price, in the current ALTA form

for the state where the Premises is located, at standard published rates, free and clear of all restrictions, liens, encumbrances, assessments, leases, options, and other exceptions of every kind and character except for (collectively the "Permitted Exceptions"): (i) all matters recorded and indexed in the real estate records of Fayette County as of the Contract Date, except for security interests, mortgages, and other monetary liens encumbering the Premises, and except for leases and other occupancy agreements encumbering the Premises, which monetary liens and occupancy agreements shall not be deemed to be Permitted Exceptions and shall be satisfied or terminated, as the case may be, by Seller at or prior to Closing notwithstanding Purchaser's waiver of the Inspection Contingency (as said term is hereinafter defined), and notwithstanding anything contained in this Contract to the contrary; and (ii) real estate taxes relating to the Premises which are liens but not yet due and payable. Purchaser shall, at Purchaser's expense, cause an accurate survey (the "Survey") to be made of the Premises by a land surveyor registered in the state where the Premises is located of Purchaser's choice, and the legal description of the Premises contained in the conveyance deed from Seller and insured by Title Insurer shall be based upon and conform to said Survey;

(c) Seller has received no notice of any disputes concerning the location of the lines and corners of the Premises.

(d) Seller has received no notice of action, contemplated action, or plans: to close any public street adjoining the Premises; to terminate, modify, or change any curb cut or street opening permit, license, approval with respect to vehicular or pedestrian access between the Premises and any adjoining public street; or to erect a median or similar barrier within any public street adjoining the Premises that would restrict or limit access between the Premises and such street; or to change the zoning classification or regulations applicable to the Premises or any adjoining property.

(e) Seller has received no notice of action, contemplated action, or plans for a moratorium on the issuance of utility, development, or building permits, licenses, or approvals necessary to utilize the Premises for industrial purposes, nor is Seller aware of any moratorium or threat of a moratorium on applications to rezone or to seek variances with respect to the Premises.

(f) Seller has received no notice of violations or alleged violations of any governmental rules and/or regulations with reference to the Premises, or with reference to public or private easements for utilities which serve and inure to the benefit of the Premises.

(g) Seller has the necessary authority and all consents that may be required to enter into this Contract and to perform its obligations hereunder.

5. **Conditions Precedent.**

(a) The obligation of Purchaser to consummate this Contract, and the purchase and sale contemplated hereby in accordance with the terms and provision of this Contract, is subject to the fulfillment and satisfaction at or before Closing as to the conditions described in Paragraphs 5(a)(1), 5(a)(2), and 5(a)(3), and on or before sixty (60) days from the Contract Date (the "Due Diligence Period") as to the conditions described in Paragraphs 5(a)(7), 5(a)(8), 5(a)(10), 5(a)(11), and 5(a)(12), or the waiver thereof by Purchaser:

(1) Each and all agreements and covenants of Seller as provided in this Agreement shall have been fully and duly performed in accordance with the terms and provisions of this Agreement.

(2) Each and all warranties and representations of Seller as contained in this Agreement shall be true and correct as of Closing.

(3) There shall not have occurred, subsequent to the end of the Due Diligence Period, any material or adverse change in (i) the zoning of the Premises, except as may be expressly contemplated by this Contract; (ii) the title to the Premises; (iii) the availability of access to the Premises; or (iv) the availability to the Premises of sewer, water, electricity or any other utilities.

(4) [Intentionally deleted].

(5) [Intentionally deleted].

(6) [Intentionally deleted].

(7) Purchaser shall have received verification that sanitary sewer and storm sewer and other suitable drainage facilities, and water, gas, telephone and electric utility services, satisfactory for the proposed use of the Premises by Purchaser, are available to and for the use of the Premises in accordance with the Plans. All such services shall be located at the property lines of the Premises and available for immediate connection and use without payment of any charges or assessments by Purchaser other than usual and ordinary connection fees or services charges.

(8) Purchaser shall have received engineering studies of the Premises, including topographical survey, soil bearing tests, hydrology tests, and other engineering data as Purchaser may reasonably require, all meeting, in the Purchaser's sole discretion, engineering costs and standards for development of the Premises in accordance with the Plans for development of the Premises. The cost of such studies shall be paid by the Purchaser.

(9) [Intentionally deleted.]

(10) Purchaser shall have approved the suitability and economic feasibility of the Premises, the physical condition of the Premises, and the Permitted Exceptions, in the Purchaser's sole discretion, for the Purchaser's intended uses of the Premises (the "Inspection Contingency").

(b) Purchaser, its agents and representatives, shall have the right to enter upon the Premises for the purpose of examining, inspecting, testing, and surveying the Premises. Seller, at Purchaser's expense, shall reasonably cooperate with Purchaser's efforts to obtain all permits, authorizations, licenses, variances and rezoning ordinances as Purchaser may desire with respect to the development or use of the Premises by, without limitation, promptly executing and delivering all applications, petitions, and consents necessary for such purposes.

(c) In the event Purchaser fails and/or refuses to give written notice to Seller of the satisfaction (or waiver) of a condition set forth above within the stipulated period set forth above for the satisfaction of such condition, or in the event Purchaser provides Seller with written notice

within the stipulated period set forth above for the satisfaction of a condition that it shall be unable to satisfy such condition within such stipulated period, this Contract shall be deemed terminated without the necessity of further documentation, and neither party to this Contract shall thereafter have any further right or claim against the other hereunder, except that in the event this Contract is terminated based upon the non-satisfaction or non-waiver of one or more of Paragraphs 5(a)(7), 5(a)(8), and 5(a)(10) above, Purchaser shall pay to Seller, upon the demand of Seller, the sum of Five Thousand Dollars (\$5,000.00) (the "Termination Fee") as additional consideration to Seller for entering into this Contract and for providing this right of termination, and except for those matters to survive the termination of this Contract pursuant to the expressed terms of this Contract.

(d) Purchaser may extend the Due Diligence Period for up to three periods of 30 days each by delivering written notice and payment in the amount of \$50.00 (each such payment being an "Extension Fee") on or before then-current date for the expiration of the Due Diligence Period.

6. **Closing.**

(a) Purchaser and Seller shall consummate and close the sale contemplated by this Contract (the "Closing") on or before the sixtieth (60th) day following the expiration of the Due Diligence Period, at a time, at a place, and on a date designated by Purchaser after Purchaser has provided Seller with not less than five (5) days prior notice. In lieu of making a personal appearance at said place of Closing, a party may cause the documents and the proceeds to be delivered by such party at Closing to be delivered and tendered in escrow at said place for Closing at or before the time and date for Closing.

(b) City, state and county ad valorem taxes and special assessments for the calendar year of Closing shall be prorated between the Seller and the Purchaser as of the date of Closing, provided that if the tax bill for such calendar year has not been issued as of Closing, such proration shall be based upon the tax bill for the prior calendar year with the parties hereby agreeing following the Closing to adjust between themselves the difference between such tax bills;

(c) At Closing, Purchaser shall pay all property transfer and similar taxes;

(d) At the Closing, Seller will deliver to Purchaser all documents reasonably necessary to fulfill its obligations herein, including but not limited to the following documents (all of which shall be duly executed and acknowledged where required and shall be in a form acceptable to Purchaser):

- (i) Limited Warranty Deed conveying good and marketable rights to the Premises in a form reasonably acceptable to Seller, Seller's legal counsel, Purchaser, and Purchaser's legal counsel;
- (ii) a bill of sale from Seller to Purchaser, in form and substance reasonably acceptable to Purchaser and its counsel, conveying good and marketable title to any personal or intangible property located on or used in connection with the Premises;

- (iii) an owner's affidavit executed on behalf of Seller, in form and substance reasonably acceptable to Purchaser and its counsel, containing such representations as the Title Insurer shall reasonably require;
- (iv) an assignment of permits and warranties related to the Premises, if any, in form and substance reasonably acceptable to Purchaser and its counsel;
- (v) a settlement or closing statement, in form and substance reasonably acceptable to Purchaser and its counsel, containing such detail and direction as the parties' settlement or disbursing agent shall reasonably require;
- (vi) such other documents as shall be required by the Title Insurer as a condition to insuring Purchaser's title to the Premises, free of exceptions, except for the Permitted Exceptions;
- (vii) a representation that all of Seller's agreements contained in this Contract are completely satisfied and discharged, reaffirmation of the truth and accuracy of Seller's representations and warranties set forth in this Contract, and reaffirmation of the survival of terms and provisions of this Contract as provided herein, all in form and substance reasonably acceptable to Purchaser and its counsel; and
- (viii) affidavits and other documentation necessary to satisfy State of Georgia and United States income tax withholding requirements.

7. **Default.** In the event the purchase and sale of the Premises to the Purchaser pursuant to this Contract is not closed and consummated through default by Purchaser, then Purchaser shall pay to Seller, as the full and only liquidated damages for such default of Purchaser and as the sole remedy of Seller for any such default by Purchaser, the sum of Five Thousand Dollars (\$5,000.00) in readily available funds, it being acknowledged and agreed that Seller's actual damages would be difficult (if not impossible) to ascertain, and upon such payment neither of the parties hereto shall have any rights, duties, obligations, or liabilities hereunder whatsoever. In the event of a default by Seller hereunder, Purchaser may terminate this Contract and recover from Seller its damages arising out of or relating to this Contract and its investigation of and plans for development of the Premises, or may pursue an action against Seller for specific performance, in addition to the other remedies of Purchaser at law, in equity, or under this Contract. The terms of this Paragraph shall survive the termination of this Contract notwithstanding anything contained in this Contract to the contrary.

8. **Broker.** Purchaser and Seller each warrant and represent to the other that it has had no dealings with any real estate agent or broker with reference to the Premises and this Contract, and each agrees to indemnify and hold harmless the other, including attorneys' fees and costs, arising out of its breach of the foregoing warranty and representation, which obligation shall survive Closing.

9. **Notices.** Whenever any notice is required or permitted under this Agreement, such notice shall be in writing and shall be delivered in person, or transmitted by facsimile or electronic mail communication, or sent by U.S. Registered or Certified Mail, Return Receipt Requested,

postage prepaid, or sent by FedEx, Express Mail, or other reputable overnight delivery service, to the addresses set forth below, or at such other address or facsimile number as a party may specify by written notice delivered in accordance herewith:

SELLER: Peachtree City Water & Sewer Authority
Attn: L. H. (Dan) Davis
1127 Highway 74 South
Peachtree City GA 30269

Facsimile No.: (770) 631-5830
Email: ddavis@intse.com

with a copy to: Melissa D. Griffis, Esq.
Horne & Griffis, P.C.
Post Office Box 220
Newnan, GA, 30264
melissa@newnanlaw.com
Facsimile: (770) 251-7262

with a copy to: L. H. (Dan) Davis
ISE
1039 Sullivan Road, Ste. 200
Newnan, GA 30265
ddavis@intse.com

PURCHASER: Peachtree City, Georgia
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

with a copy to: Theodore P. Meeker, III
Sumner Meeker, LLC
14 E. Broad Street
Newnan, GA 30263
tmeeker@numail.org
Facsimile: (770) 251-1770

Notices mailed as hereinabove provided shall be deemed effectively given on the postmarked date of such notice if mailed, on the date delivered to the reputable overnight delivery service if sent by overnight delivery, the date delivered to a commercial courier service if personal delivery is made by a commercial courier, and, otherwise, on the date actually received at the address or facsimile number provided above.

10. **Miscellaneous.**

(a) This Contract shall be construed and interpreted under the laws of Georgia, without giving effect to principals of conflicts of law.

(b) Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative and not restrictive to those given by law.

(c) The failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party of its obligations hereunder shall not constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(d) This Contract contains the entire agreement of the parties hereto with respect to the subject matter of this Contract, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. This provision may not be orally waived.

(e) This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

(f) No amendment to this Contract shall be binding on any of the parties to this Contract unless such amendment is in writing, and such amendment is executed by all of the parties to this Contract. This provision may not be orally waived.

(g) No waiver or consent permitted or contemplated by this Contract shall be effective or binding on any of the parties hereto unless the same is in writing and delivered and received from one party to the other.

(h) The captions and headings of the paragraphs contained in this Contract are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs, or in any way affect this Contract.

(i) Time shall not be of the essence in this Contract, except with respect to the Closing Date.

(j) Possession of the rights to the Premises shall be delivered by Seller to Purchaser no later than the Closing Date.

(k) This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

(l) All representation, warranties, and agreements which are contained in this Contract shall survive the Closing, and any investigation made by or any actual or constructive notice of Purchaser, and shall not be deemed to be merged into the deed or into any of the other documents executed and delivered at the time of Closing.

(m) In the event that any notice or performance date hereunder shall be required to be performed on a weekend or legal holiday, then such date shall automatically be extended to the next regular business day.

(n) Purchaser shall have the right to assign this Contract, and its rights hereunder, in whole or in part, at any time and from time to time, to any third party or entity; in each instance, such assignee shall assume all obligations of Purchaser hereunder, and shall agree to execute all documents which Purchaser is obligated to execute pursuant to the terms and provisions of this Contract; upon such assignment as herein authorized and permitted, Purchaser shall be fully and completely discharged of all of Purchaser's duties, obligations, and liabilities hereunder to the extent of such assignment.

(o) The risk of loss or damage to the Premises by fire or other casualty up to the Closing is assumed by Seller.

(p) Within five (5) days of the Contract Date, Seller shall deliver to Purchaser copies of all surveys, civil documents, test reports, and environmental assessments relating to the Premises that are within Seller's possession or control.

(q) In the event of litigation to enforce the rights and obligations under the Contract, the prevailing party shall be entitled to recover against the other party the prevailing party's reasonable attorneys' fees and costs arising out of such litigation.

(r) If any paragraph, section, provision, sentence, clause, or portion of this Contract is determined to be illegal, invalid, or unenforceable, such determination shall in no way affect the legality, validity, or enforceability of any other paragraph, section, provision, sentence, clause, or portion of this Contract, and any such affected portion or provision shall be modified, amended, or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties to this Contract.

(s) If, before Closing, all or any portion of the Premises is subject to an eminent domain proceeding or the threat of an eminent domain proceeding, Seller shall promptly provide Purchaser with written notice thereof. After receiving such notice, Purchaser shall have the option of purchasing the Premises subject to such proceedings, without reduction of the Purchase Price, whereupon any awards attributable to the Premises shall be paid to Purchaser, or canceling this Contract without further obligation hereunder.

(t) The "Contract Date" is deemed to be the later of the dates that this Contract has been executed by Seller and by Purchaser, which execution dates are set forth on the signature page hereof for each party.

11. Special Stipulations.

- (a) This Agreement shall be contingent upon Purchaser's sole determination that the Premises can be used for a governmental purpose in accordance with Georgia law and Purchaser's Charter.
- (b) This Agreement shall be subject to the approval of the City Council of Purchaser and Board of Seller in a public meeting in accordance with O.C.G.A. § 50-14-1 *et seq.*
- (c) Notwithstanding the provisions contained in Paragraph 3 for establishing the date of closing, in the event this transaction does not close on/or before December 31, 2025, then this Agreement shall

expire and shall be of no further force and effect and shall be rescinded and terminated, unless otherwise extended in writing by Seller and Purchaser.

- (d) The conveyance of the Premises shall include a deed restriction under which Purchaser shall not construct any structure on the Premises without the approval of Seller.

IN WITNESS WHEREOF, each of the parties have hereunto set their hands and affixed their seals the day and year written below.

SELLER:

As to Seller:

PEACHTREE CITY WATER &
SEWERAGE AUTHORITY

August ____, 2025

(SEAL)

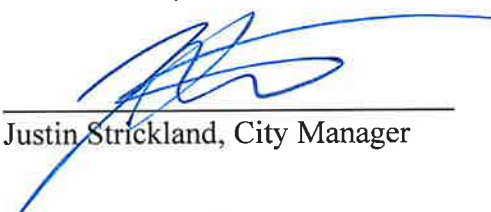
Manager

PURCHASER:

PEACHTREE CITY, GEORGIA

As to Purchaser:

By:


Justin Strickland, City Manager

August 21, 2025

ATTEST:



City Clerk

[SEAL]

