

Peachtree City Water & Sewerage Authority
Regular Meeting
Agenda
Tuesday, March 16, 2021
8:30 a.m.

- I. Pledge of Allegiance
- II. Public Comment
- III. Minutes
 - October 20, 2020 - Regular Meeting Minutes
 - November 3, 2020 – Special Called Meeting Minutes
- IV. Reports
 - A. Authority Members
 - B. General Manager
- V. Mauldin & Jenkins Engagement Letter for the Audit
- VI. Quarterly Financial Update – December 31, 2020
- VII. Amend Organizational Chart
- VIII. Amend and Create Job Descriptions
- IX. Memorandum of Agreement Between Fayette County, Georgia and Peachtree City Water and Sewerage Authority
- X. Agreement to Sell and Purchase Real Property with Fayette County, Georgia
- XI. Executive Session – Real Estate, Personnel, Potential Litigation
- XII. 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

October 20, 2020

The Peachtree City Water and Sewerage Authority held its monthly meeting on Tuesday, October 20, 2020, in the break room and conference room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Vanessa Fleisch, Vice-Chairman Mike King, Treasurer/Secretary Terry Ernst, Board Member Phil Prebor, Board Member Kevin Madden, Ms. Melissa Griffis (attorney with Horne & Griffis), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Mr. Chris Miller (Cpak Technology Solutions), Mr. Todd Baugh (Cpak Technology Solutions), and Mr. John Dufresne. Due to the COVID-19 pandemic and Governor Brian Kemp's Executive Order the Board members were located in the break room and the public was in the Board room for proper social distancing with live audio being fed into each room.

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

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

Ms. Fleisch asked for a motion to approve the September 8, 2020 regular meeting minutes. Mr. King made the motion, seconded by Mr. Ernst. Mr. Prebor abstained. Motion carried.

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

Ms. Shah discussed the financial update (Quarterly Financial Report), stating this is a preliminary draft of the year-end closing which will occur by the end of November. Ms. Shah stated the Auditors will be at the Authority in January and she does not anticipate any issues. The Auditor's report will be presented in March. Ms. Shah stated the revenue for the year was \$278,000 over budget, with the residential revenue over by \$500,000 and commercial revenue under budget by \$128,000, mainly due to the COVID-19 pandemic (\$118,000 revenue loss in the past six months). Ms. Shah stated revenues are back up from the August billing; however, Panasonic and Hoshizaki are not fully operational yet. Expenses were \$523,000 under budget, with \$281,000 utilized from the Annual Services Contract and no funds utilized from the Emergency Services Contract. Half of the Capital Project budget was expended, with most of the projects completed. Ms. Shah stated overall the budget did very well for the year. Mr. Dan Davis stated that any new equipment installed in the system will decline quickly, so the Authority is in good shape financially to maintain the infrastructure. Mr. Ernst stated he would like to thank the entire team for doing a great job.

Mr. King presented the Property Committee Report, discussing two items. Mr. King stated the Authority was approached by Fayette County to relocate the Animal Shelter from Highway 74 to Authority property, which would require the purchase of approximately seven acres from the Authority. Mr. King stated there was no advantage to the Authority other than receiving cash and for Peachtree City the purchase would move the Animal Shelter away from a residential area. Mr. King stated Peachtree City approached the Authority to purchase a small area of land near the gate beside the pole barn. Ms. Griffis stated there was nothing to vote on today regarding these items; the team and staff will continue to discuss these items. Mr. Dan Davis presented and discussed the survey (attachment), stating the property discussed serves no purpose for possible future expansion, the access road is not used by the Authority, and easements will be granted for the entrance and access road. Mr. Dan Davis stated security and fencing is to be determined.

Ms. Fleisch asked for a motion to adjourn into Executive Session for the purpose of Real Estate, Personnel and Potential Litigation. The motion was made by Mr. King and seconded by Mr. Madden. Motion carried. The meeting was adjourned into Executive Session at 8:46 am.

The meeting was reconvened at 9:54 am.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Prebor. Motion carried. The meeting was adjourned at 9:54 am.

Chairman - Vanessa Fleisch

Treasurer/Secretary - Terry Ernst

Peachtree City Water and Sewerage Authority

November 3, 2020

The Peachtree City Water and Sewerage Authority held a Special Called meeting on Tuesday, November 3, 2020, in the break room and conference room of the John W. Gronner Administrative Center. The following individuals were present: Chairman Vanessa Fleisch, Vice-Chairman Mike King, Treasurer/Secretary Terry Ernst, Board Member Phil Prebor, Board Member Kevin Madden, Ms. Melissa Griffis (attorney with Horne & Griffis), Mr. Dan Davis (ISE), Ms. Leslie Baer (ISE), Ms. Millie Shah (WASA), Mr. Larry McNeil (WASA), Mr. Chris Miller (Cpak Technology Solutions), Mr. Todd Baugh (Cpak Technology Solutions), and Mr. Todd Browning (J. Smith Lanier & Co.). Due to the COVID-19 pandemic and Governor Brian Kemp's Executive Order the Board members were located in the break room and the public was in the Board room for proper social distancing with live audio being fed into each room.

Ms. Fleisch called the meeting to order at 1:02 pm and began with the Pledge of Allegiance.

Ms. Baer introduced Mr. Todd Browning, stating he would be presenting the Medical Insurance renewal which takes affect December 1, 2020. Mr. Browning discussed the Medical Insurance renewal information (attachment). Mr. Browning stated the current major medical plan (ACA) renewal has a 9.22% premium increase for the base (gold) plan and a 17.16% premium increase for the buy-up (platinum) plan. With ACA plans the renewal is based on the carrier's book of business and the age of employees and individuals on the plan. Mr. Browning stated the coverage was marketed, and the best alternative was a level-funded, non-ACA plan from Humana (shown on the second page), which has a 1.71% decrease in premium. The logic for this year was to go back to offering a single plan. Mr. Browning discussed the plan specifics, stating the Humana option is a better plan with regard to coverage and it also strengthens the deductible. Mr. Browning summarized by stating moving to the one-plan Humana option would provide a rate decrease/hold and strengthen the benefit. Mr. Madden inquired as to the Point-of-Sale (POS) term. Mr. Browning stated POS is similar to PPO, the participant can go inside or out of the network with some degree of coverage for services; Piedmont, Emory, and Northside are included in the Humana network. Mr. Browning stated the employees should not see a disruption in services or providers. Mr. Madden inquired regarding an additional fee for prescriptions by mail. Mr. Browning stated the number shown is the copay for a 90-day supply via home delivery or pick-up, noting that Tier 4 drugs are those advertised on TV. Ms. Fleisch stated she was pleased that the Authority was looking at alternatives for medical insurance coverage. Mr. Dan Davis stated the budget included a 15% increase for medical premiums, so we will see a savings there. Mr. Browning stated there was a rate hold for all the remaining ancillary coverages (dental, vision, life, and disability plans). Mr. Prebor made a motion to approve the Medical Insurance renewal as presented, seconded by Mr. Madden. Motion carried.

Ms. Griffis discussed the possibility of canceling the November 17, 2020 Board meeting as staff was unaware of any items that needed to be addressed on that date. Mr. King stated he preferred to cancel the meeting because of training scheduled for the same time. Mr. King made a motion to cancel the November 17, 2020 Board meeting, seconded by Mr. Ernst. Motion carried.

Ms. Fleisch asked for a motion to adjourn. The motion was made by Mr. King and seconded by Mr. Ernst. Motion carried. The meeting was adjourned at 1:16 pm.

Chairman - Vanessa Fleisch

Treasurer/Secretary - Terry Ernst



November 5, 2020

Members of the Board of Directors
Peachtree City Water and Sewerage Authority
Attn: Millie Shah, Controller
1127 Highway 74 South
Peachtree City, Georgia 30269

We are pleased to confirm our understanding of the services we are to provide the Peachtree City Water and Sewerage Authority (the "Authority"), a component unit of the City of Peachtree City, Georgia, for the year ended September 30, 2020. We will audit the basic financial statements of the Authority, including the related notes to the financial statements, as of and for the year then ended. Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis ("MD&A").

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Authority and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Authority's financial statements. Our report will be addressed to the Board of Directors of the Peachtree City Water and Sewerage Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If, during our audit, we become aware that the Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) additional information that we may request for the purpose of the audit, and 3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the non-audit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from: 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately January 4, 2021 and to issue our reports no later than March 31, 2021. David Irwin is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$13,000 for the year ended September 30, 2020. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests, we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the Peachtree City Water and Sewerage Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

A handwritten signature in black ink, appearing to read "David Irwin", written in a cursive style.

David Irwin

DI: kw
Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the Peachtree City Water and Sewerage Authority

By: _____

Title: _____

Date: _____



**Quarterly Financial Report
December 31, 2020**

PCWASA Cash Account Balances
December 31, 2020

1111 Revenue Operating Account	\$ 3,585,032
1112 Sinking Fund Account	\$ 2,643,396
1113 Renewal & Extension Account	\$ 8,977
1114 Capital Fund Account	\$ 7,551
1320 Georgia Fund One	\$ 3,723,980
	<u>\$ 9,968,936</u>

Peachtree City Water and Sewerage Authority
Financial Report
For the Fiscal Year Ending on September 30, 2021
First Quarter Ending on December 31, 2020

	FY 2021 APPROVED BUDGET	FY 2021 ACTUAL/ ENCUMBRANCES	% Used YTD
Revenues - Rate	\$9,135,000	\$2,366,229	25.90%
Revenues - Fee	\$818,500	\$107,479	13.13%
Fund Balance	\$400,000	\$0	
Operating Fund Revenues	\$10,353,500	\$2,473,707	
Salaries, Wages, & Benefits	\$2,873,986	\$618,397	21.52%
Materials, Supplies, & Services	\$2,943,321	\$674,111	22.90%
Operation Expenditures	\$5,817,307	\$1,292,508	22.22%
Operating Surplus (Deficit)	\$4,536,193	\$1,181,199	
Oper Trfr-Sinking Fund	\$2,744,698	\$0	0.00%
Oper Trfr-Ren & Ext	\$350,000	\$0	0.00%
Oper Trfr-Capital	\$1,232,000	\$45,563	3.70%
Sub-Total	\$4,326,698	\$45,563	1.05%
Total All Expenditures	\$10,144,005	\$1,338,071	
Net Surplus (Deficit)	\$209,495	\$1,135,636	
Other Income (Expenditures)	\$0	\$0	
Total Surplus (Deficit)	\$209,495	\$1,135,636	
Percentage into Budget Year:	25%		





JOB DESCRIPTION

Title: Sr. Instrumentation Technician / SCADA Administrator
Division: Support Services
Reports to: Support Services Supervisor

I. Position Summary

This position is responsible for the general electrical maintenance of both the collections system and the treatment facilities.

II. Essential Duties

- Conceptualizes, details, and implements SCADA system upgrades for wastewater treatment and conveyance systems.
- Implements start-up of newly installed SCADA equipment.
- Reverse engineers existing Programmable Logic Controller (PLC) code and updates to current standards in Function Block Diagram (FBD).
- Installs and updates point to multi-point radio systems, PLCs, and associated hardware, including controls.
- Integrates vendor supplied equipment with Authority-owned control systems.
- Programs the SCADA operator interface as required for updates/upgrades.
- Maintains a PLC program library for immediate restore of lost or damaged code. Troubleshoots and repairs plant-wide control systems.
- Perform skilled electrical work in the installation, maintenance, overhaul, repair, and testing of all treatment and collections equipment, as well as their associated digital and analog controls including PLC based controls, devices and systems; utility protective relays and controls; fiber optic cable, terminations and devices; communications and signaling systems; standby and emergency power sources, and other electrical equipment found in wastewater collection and treatment facilities.
- Maintains records via the Computer Maintenance Management System (CMMS).
- Locates and orders parts; maintains parts inventory.
- Monitor process control systems using diagnostic software. Revises software based on operational and maintenance needs.
- Maintain a thorough calibration/maintenance schedule of process/system instrumentation, and then performs the required instrumentation calibration and maintenance to ensure accurate feed-back of the water treatment process and system operations.
- Other duties as assigned.
- Will be on call for emergency situations.

III. Qualifications

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each duty satisfactorily.

Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

- Must hold valid journeyman electrician's license. At least five years experience in a related position in a similar environment with ability to comprehend complex specifications, wiring diagrams, electrical schematics, blueprints and manuals.
- Must demonstrate proficiency in the care and use of all site specific, facility required PPE.
- Must demonstrate ability to efficiently maintain, install and repair any electrical equipment which may include pumps, blowers, compressors and other electrically driven equipment.
- Must have the ability to diagnose problems regardless of complexity, troubleshoot electrical equipment and systems and take corrective action within policy and procedure limitations.
- Good verbal and written communication skills are necessary.
- Must demonstrate ability to operate CMMS.
- Must demonstrate ability to work in a team environment and willingness to assume additional or new responsibilities readily.
- Must possess a valid driver's license (commercial license and heavy equipment operator license is desirable) and a safe driving record.

B. Supervisory Controls

This work is performed very independently. This position does not supervise any other positions.

IV. Working Conditions

A. Physical Demands

The work requires physical exertion such as long periods of standing; walking over rough or difficult surfaces; recurring stooping, climbing, or walking; and recurring lifting of objects weighing between 25 and 75 pounds.

B. Work Environment

The work will be in an environment involving everyday risks or discomforts which require normal safety precautions. The employee may be required to use protective clothing or equipment such as masks, coats, boots, goggles, gloves, or shield. The work environment involves extremely high risks with exposure to potentially life threatening situations which require a full range of safety precautions.



JOB DESCRIPTION

Title: Instrumentation Technician (Electrician)
Division: Support Services
Reports to: Support Services Supervisor

I. Position Summary

This position installs, maintains, and repairs wastewater treatment and collection system equipment and associated electrical components as well as any other treatment and collections system equipment as designated.

II. Essential Duties

- Diagnose, install, test, repair and maintain electrical equipment associated with pumps, emergency power generators, variable frequency drives, circuits, motors, fans, and motor controls.
- Assist in pump repair and installation.
- Perform diagnostic testing on electrical components.
- Perform routine and emergency maintenance on electrical supply and control systems.
- Perform periodic inspections, testing, adjustments, calibrations, and servicing activities necessary to assure the proper operation of process instrumentation and control systems in the wastewater treatment and collections systems.
- Order supplies/parts and prepare maintenance service reports using the work order system.
- Use, maintain, and repair electrical, electronic, hydraulic, and pneumatic test instruments.
- May train new employees and other technical personnel in the maintenance of control systems or other electrical systems.
- Assist with the repair and maintenance of SCADA system.
- Repair and adjust equipment, machines and defective components, replacing worn parts such as gaskets and seals in watertight electrical equipment.
- Perform preventative maintenance and estimates electrical projects to include material and cost associated and recommends repair or replacement of equipment such as the removal and installation of light fixtures, transformers, relays, ballast and fluorescent fixtures.
- Applies principles and practices of National Electrical Code (NEC), Occupational Safety & Health Administration (OSHA), electrical tables, electrical codes and industry standard work methods.
- Read and interpret electrical, schematics diagrams.
- Maintain inventory of necessary tools, equipment and spare parts.
- Read and interpret blueprints, schematics, plans and manufacturers' specifications.
- Operate man lifts, bucket trucks and associated electrical maintenance equipment.
- Establish and maintain effective working relationships and public relations.
- Perform other duties as assigned.

III. Qualifications

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

High School diploma and two years directly related experience. Valid journeyman electrician's license or industrial electrician's certification preferred.

B. Supervisory Controls

This position does not supervise any other position. Must demonstrate excellent communication skills. Must be able to follow specific instructions and complete work in a timely manner. Work may be performed independently or as part of a crew. Assignments are given with objectives and deadlines.

IV. Working Conditions

A. Physical Demands

The work requires physical exertion such as long periods of standing; walking over rough or difficult surfaces; recurring stooping, climbing, or walking; recurring lifting of objects weighing in excess of 25 pounds, and occasional lifting of objects weighing in excess of 75 pounds.

B. Work Environment

The work will be in an environment involving everyday risks or discomforts which require normal safety precautions. The employee may be required to use protective clothing or equipment such as masks, coats, boots, goggles, gloves, or shield. The work environment involves extremely high risks with exposure to potentially life threatening situations which require a full range of safety precautions.



JOB DESCRIPTION

Title: Construction Coordinator / GIS Administrator
Division: Support Services
Reports to: Support Services Supervisor

I. Position Summary

This position manages, coordinates, and inspects construction projects, as well as administer the GIS program.

II. Essential Duties

- Manages and administers construction projects.
- Performs plan reviews and project inspections.
- Computes sewer tap quotes for developments.
- Addresses and resolves contractor, developer, and customer inquiries and complaints.
- Locates and retains contractors for repairs and new installations.
- Coordinates with other agencies and the City of Peachtree City.
- Administers the GIS program, including coordinating field work, mapping/data updates, and database maintenance.
- Performs locates and administers 811 program.
- Other duties as assigned.

III. Qualifications

The qualifications listed below represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

A. Education and/or Experience

High School Diploma and seven to ten years directly related experience; or two years of college or an Associate's Degree, and three to five years of directly related experience; or a Bachelor's Degree with less than two years directly related experience. Collections Certification must be obtained within one year of hire.

B. Supervisory Controls

Must possess excellent communication skills. This position does not supervise any other positions. The work is performed independently. The employee plans and carries out the successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training or accepted practices in the job. The employee uses judgement in interpreting and adapting guidelines such as organizational policies, regulations, precedents, and directions for application to specific cases or problems. The employee analyzes results and recommends changes.

IV. Working Conditions

A. Physical Demands

The work requires some physical exertion such as periods of standing; walking over rough or difficult surfaces; recurring stooping, climbing, or walking; and occasional lifting of objects weighing in excess of 25 pounds. The work may require specific, but common, physical characteristics and abilities such as mobility and dexterity.

B. Work Environment

The work may be in an environment involving everyday risks or discomforts which require normal safety precautions. The employee may be required to use protective clothing or equipment such as masks, coats, boots, goggles, gloves, or shield.

STATE OF GEORGIA)
)
COUNTY OF FAYETTE)

**MEMORANDUM OF AGREEMENT BETWEEN FAYETTE COUNTY,
GEORGIA AND PEACHTREE CITY WATER AND SEWERAGE AUTHORITY**

THIS AGREEMENT, is made and entered into this ____ day of _____, 2020 and hereinafter referred to as, "Agreement", by and between FAYETTE COUNTY, a political subdivision of the State of Georgia ("County"), and PEACHTREE CITY WATER AND SEWERAGE AUTHORITY, a public body corporate and politic (the "Authority").

WITNESSETH

WHEREAS, the Parties have the ability to contract with each other; and

WHEREAS, the parties have entered an agreement for the sale of approximately 4.7 acres of property by the Authority to the County; and WHEREAS, the Parties desire to enter into an agreement for establishing a framework to govern the ongoing relationship between the parties following the sale/purchase of the approximately 4.7 acres of real property; and

WHEREAS, the sale/purchase agreement encompasses the real property and easements described in Exhibit A and Exhibit B attached hereto and hereby incorporated herein; and

NOW, THEREFORE, for and in consideration of the promises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the County and the Authority do hereby agree, as follows:

This Agreement shall become effective upon the date as written above and shall remain in effect for so long as Fayette County owns the real property described in Exhibit A and Exhibit B attached hereto, hereinafter referred to as the "County Property".

2.

The County agrees as follows:

- (a) To provide a water supply to and for fire protection for the County Property from a Fayette County water.
- (b) To provide power from power company lines to the County Property.
- (c) To contribute an amount not to exceed Five Thousand dollars (\$5,000.00) towards the construction of monument signage at the entrance of the Authority/County Property Control complex off of Highway 74.
- (d) To construct, at its own expense, all directional signage within the Authority property necessary to guide the public to the County Property across, over and/or through Easement A and Easement B, depicted in the Attached Exhibit B. County shall maintain said signage, at its own expense.

(e) Following the depletion of the initial Five Thousand Dollars (\$5,000.00) contributed by the County in accordance with sub section (c) of this part 2, County shall equally share the cost of construction and maintenance of the monument signage at the entrance of the Authority/County Property complex off of Highway 74.

(f) To operate and maintain the roadway described as Easement "A" on the attached Exhibit B, at County expense.

(g) Upon completion of the construction/installation of the manhole, sewer connection and grinder lift station described in Part 3(d) hereof, and the certification thereof for use, County shall contribute an amount not to exceed forty thousand dollars (\$40,000) to compensate the Authority for the cost of said construction/installation.

(h) To construct the facilities necessary to the use of the property by the County, at its own expense and provide all inspection of construction and certification thereof.

3.

The Authority agrees as follows:

(a) To construct monument signage at the entrance to the Authority/County Property complex off of Highway 74.

(b) To allow access to Authority property for construction and placement of all directional signage within Authority property that is

necessary to guide the public to the County Property across, over and/or through Easement A and Easement B, depicted in the Attached Exhibit B.

- (c) Following the depletion of the initial Five Thousand Dollars (\$5,000.00) contributed by the County in accordance with sub section (c) of part 2 hereof, to equally share the cost of construction and maintenance of the monument signage at the entrance of the Authority/County Property complex off of Highway 74(d) To operate and maintain the roadway described as Easement "B" on the attached Exhibit B, at Authority expense.
- (d) The property cannot be serviced by conventional gravity sewer. The Authority shall construct/install and maintain a manhole, sewer connection, private grinder pump station and force main to service the County Property. Construction shall be complete, inspected and certified by County officials for use and/or occupancy within 120 days of closing on the County Property.
- (e) To construct all new signage, including a monument sign at the Authority/County Property complex entrance off of Highway 74 and all necessary directional signage within Authority property in accordance with all City of Peachtree City ordinances.

4.

The Authority and the County agree as follows:

(a) Should any phrase, clause, sentence, or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement. Said provisions shall remain in full force and effect.

(b) This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

(c) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. Any disputes arising hereunder shall be subject to the jurisdiction of the courts of Fayette County, Georgia or the Northern District of Georgia.

(d) This Agreement may not be effectively amended, changed, modified, altered or terminated except with the written consent of the Authority and the County.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

December 09, 2020

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seal, as of the day and year first above written.

[SEAL]



Attest:

Tameca P. Smith
Tameca P. Smith, Clerk

FAYETTE COUNTY, GEORGIA

By:

Randy Ognio
Randy Ognio, Chairman

Approved as to Form:

[Signature]
County Attorney

PEACHTREE CITY WATER AND SEWERAGE
AUTHORITY

[SEAL]

By:

Vanessa Fleisch
Vanessa Fleisch, Chairman

Attest:

Secretary

Approved as to Form:

Authority Attorney

**STATE OF GEORGIA,
COUNTY OF FAYETTE**

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY, (hereinafter referred to as this "Agreement"), is made and entered into this day _____ of _____, 2020, (hereinafter referred to as "the "Effective date"), by and between THE PEACTREE CITY WATER AND SEWERAGE AUTHORITY, a body politic acting by and through the Members of the Peachtree City Water and Sewerage Authority whose address is 1127 Highway 74 South, Peachtree City, Georgia 30269, Party of the First Part, hereinafter referred to as "Seller", and FAYETTE COUNTY, a political subdivision of the State of Georgia whose address 140 Stonewall Avenue West, Fayetteville GA 30214, Party of the Second Part, hereinafter referred to as "Purchaser,"

WHEREAS, Seller owns certain real property being and lying in Fayette County, Georgia, and more particularly described in Exhibit "A" attached hereto (hereinafter referred to as "Property"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property;

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of (5% of the Purchase Price), hereinafter referred to as "Earnest Money," the mutual covenants and agreements set forth herein, all of which both parties respectively agree constitutes sufficient consideration; the parties agree as follows:

Section 1: USAGE AND DEFINITIONS

- 1.1 As used in this Agreement, the following words and terms set forth in this section refer to, or mean, or include in their meaning, the following:
 - 1.1.1 The words "County" shall mean the "Fayette County, Georgia."
 - 1.1.2 The words "party" or "parties" are sometimes used herein to refer to either Seller or Purchaser or collectively to Seller and Purchaser.
 - 1.1.3 The words "execute", or "execution" are used interchangeable herein to mean the signing, sealing and delivery of the called for Deed, instruments, documents and/or legal pleadings.
 - 1.1.4 The term "Seller" as used herein shall mean the Peachtree City Water and Sewerage Authority as Grantor and shall include its agents.
 - 1.1.5 The word "Closing" shall mean the consummation of the sale and purchase of the Property, hereinafter referred to as the "transaction" contemplated by this

Agreement by the execution, deliveries and acceptances required by this Agreement.

- 1.2 All words used in this Agreement include in their meaning the masculine, feminine and neuter gender; singular and plural number; and present, past and future tense; and all appropriate grammatical adjustments shall be assumed as though in each case fully expressed.

Section 2: SALE OF PROPERTY

Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the provisions hereof, that certain real property along with easements A and B described in Exhibit "A" and Exhibit "B" attached hereto and hereinafter referred to as the "Property". The Property is to be conveyed "as is, where is," and with all faults and without warranties.

Section 3: PURCHASE PRICE

The Purchase Price of the Property is Seventy-One Thousand Four Hundred Dollars (\$71,400.00).

Section 4: EARNEST MONEY

Within five (5) days after the Execution of this Agreement, Purchaser shall deposit with the Closing Attorney, by check or wire transfer, the sum of Three Thousand Five Hundred Seventy Five Dollars (\$3,575.00), which sum Purchaser agrees shall not earn him any interest. At closing, all Earnest Money shall be applied against the Purchase Price.

Section 5: ENTRY ONTO THE PROPERTY

Acting at Purchaser's own risk and expense, Seller hereby permits Purchaser and his authorized representatives to enter onto the Property for the purposes of making inspections. Purchaser may select qualified professionals to make "Inspections" (including tests, borings, surveys, studies, inspections, investigations and interviews of persons familiar with the Property) concerning the Property, including but not limited to tests of structures, wells, septic tanks, underground storage tanks, soils, geologic hazards, utility lines and systems and environmental hazards (including Phase I and Phase II environmental assessments); provided that Purchaser shall not conduct any soil borings or other physically invasive tests of the Property without Seller's prior written consent (which shall not be unreasonably withheld or delayed), and provided further that all Inspections shall be performed in a manner that shall not unreasonably interfere with the ongoing use of the Property by the Seller or the tenants. Purchaser shall keep the Property free of any liens, and repair any material physical damages caused by Purchaser, its agents, employees, contractors or subcontractors and restore the Property to its condition prior to Inspections. Purchaser shall indemnify, defend and hold Seller harmless against all losses, damages, claims, demands and liabilities which may be suffered by or asserted against Seller by reason of Purchaser's Inspections, which indemnity obligation shall survive termination of this Agreement or Closing.

Section 6: SELLER REPRESENTATIONS

6.1 To induce Purchaser to accept this offer, Seller makes the following representations (and these are the only representations made by Seller), upon which Purchaser is entitled to rely and each of which shall be deemed to be material to this Agreement:

6.1.1 THE PROPERTY IS BEING SOLD "AS IS", "WHERE IS" AND "WITH ALL FAULTS" AS OF CLOSING, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY BASED SOLELY UPON BUYER'S OWN INDEPENDENT INSPECTIONS, INVESTIGATIONS AND FINDINGS AND NOT IN RELIANCE UPON ANY INFORMATION PROVIDED BY SELLER OR SELLER'S AGENTS.

6.1.2 Seller makes no other representations or warranties, expressed or implied, with respect to the subject matter of this Agreement except as contained herein. Seller has not surveyed or inspected the Property to determine the existence of any hazardous materials, substances or constituents. The purchase/sale is made "as is, where is, and with all faults."

Section 7: RISK OF LOSS AND DAMAGE

7.1 Pending acceptance of this offer by Purchaser and thereafter through and including the Closing Date, the risk of loss of the Property will remain with the Seller.

7.2 In the event the Property, or a material portion thereof, is destroyed or damaged by fire or other casualty after acceptance of this offer but prior to Closing, then Purchaser, at its option, may cancel this agreement, whereupon Seller shall return the Earnest Money to Purchaser and thereafter the parties shall have no further duty, obligation, financial or otherwise, or liability hereunder to each other; or close the transaction with the Purchase Price reduced by an amount equivalent to the difference between the fair market value of the Property immediately prior to such damage or destruction less the fair market value of the Property immediately after such damage or destruction, as mutually determined.

Section 8: TAXES AND ASSESSMENTS

8.1 Seller shall pay all valid delinquent real property taxes, water rates, sewer charges, assessments, special and otherwise, and other charges which are a valid lien against the Property as of the Closing Date. Current real estate taxes and current installments of special assessments, if any, shall be prorated on a due date basis to the date of Closing, in accordance with the local custom for the county in which the Property is located. Any federal, state and local documentary or revenue stamps, transfer, sales and other taxes relating to the sale of the Property shall be paid by Buyer and/or Seller at Closing based on local custom for the county in which the Property is located and both parties agree to execute any tax forms required.

8.2 All net property tax refunds and credits attributable to any period prior to the Closing, if any, shall be the property of Seller. All net property tax refunds and credits attributable to any period subsequent to the Closing, if any, shall be the property of Buyer.

Section 9: TITLE EXAMINATION

Purchaser shall have fifteen (15) days commencing with execution of this Agreement to examine the title to the Property and secure, at Purchaser's expense, a written owner's title insurance commitment, from a duly authorized title insurance company (issued through its Georgia Office) to insure, at its standard rates or less, Purchaser and the title to the Property to be conveyed by Seller to Purchaser pursuant to this Agreement (hereinafter referred to as "Commitment"). If the Commitment sets up (or sets forth) any title objection(s), Seller shall have five (5) days from receipt of the notice of title objection(s) to analyze said title objection(s) and determine, in its sole discretion, whether or not to cure the same and to notify Purchaser of Seller's decision thereon. Seller and Purchaser understand and agree that the Property is sold "as is, where is, and with all faults" and Seller makes no warranty of any type or kind whatsoever.

Section 10: CLOSING

10.1 Closing Attorney

Purchaser and Seller hereby agree that the "Closing Attorney" shall be:

E. Michelle Rothmeier,

Lawson & Beck, LLC

Peachtree City office:

1125 Commerce Drive, Suite 300

Peachtree City, Georgia 30269

Phone: 770-486-8949

Newnan office:

1201 Lower Fayetteville Road, Suite C

Newnan, Georgia 30265

Phone: 678-487-6002

Purchaser and Seller further agree that the Closing Attorney will act as the escrow agent in this transaction.

10.2 The Closing Date of this transaction shall be no more than sixty (60) days from the date of the execution of this agreement. The time and place of Closing shall be designated by Purchaser and notice thereof shall be given to Seller not less than seven (7) days prior to the designated Closing Date. Purchaser may designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the Closing Attorney shall represent Purchaser at the Closing.

10.3 At Closing, Seller and Purchaser shall respectively pay the following costs and expenses, hereinafter referred to as "expenses":

10.3.1 Seller shall pay the following expenses:

(a) Fees of the Seller's attorney; and

10.3.2 Purchaser shall pay the following expenses, and those specified elsewhere in Section 10:

- (a) Fees and expenses of Purchaser's attorney(s) and closing attorney; and
- (b) Fee for examination and certification of the title to the Property; and
- (c) Fee and premium to a title insurance company, should such a policy be necessary, for the commitment and any issued owners title insurance policy; and
- (d) Expenses for filing and recording the Deed with the Fayette County Clerk of Superior Court, as required by Seller, or any other appropriate local authorities, and any other documents or instruments which Purchaser deems necessary or desirable to place of record; and
- (e) The expenses of any inspection or appraisal obtained by Purchaser; and
- (f) Any real property ad valorem taxes that may be assessed and levied against the Property by the taxing authorities of any city or county; and
- (g) Any other expenses actually incurred by Purchaser.

10.4 At the Closing or as otherwise specified below, Seller and Purchaser shall each deliver to the other the following:

10.4.1 At Closing, Purchaser shall tender to Seller the Purchase Price in the manner set forth in subsection numbered 10.5 hereof.

10.4.2 At Closing Seller shall deliver to Purchaser the following:

- (a) A Deed, conveying to Purchaser, fee simple, all of Seller's right, title and interest in and to the Property, the legal description contained therein to be verbatim as set forth in EXHIBIT "A" attached hereto and those rights of Easement described in Exhibits A and B attached hereto; and
- (b) If requested, a copy of official records of Seller authorizing execution of the Deed and other instruments, documents and legal pleadings necessary to implement and finalize this transaction.

10.4.3 Seller and Purchaser shall each deliver to the other a properly executed MEMORANDUM OF UNDERSTANDING governing the relationship of the parties as to the easements described in Exhibits A and B attached hereto. Said MEMORANDUM OF UNDERSTANDING shall be attached hereto as AMENDMENT 1 and incorporated into this AGREEMENT TO SELL AND PURCHASE REAL PROPERTY.

10.5 At the Closing, Purchaser shall tender to Seller a cashier's check, payable to Seller in the amount of Sixty-Seven Thousand Eight Hundred Twenty-Five Dollars (\$67,825.00). This is Purchase Price, less the amount of Earnest Money. Payment may be delivered through some cash equivalent payment by cash, wire, or other means acceptable to Seller.

Section 11: DELIVERY OF POSSESSION

At the Closing, Seller will deliver to Purchaser all the possession it has in and to the Property in the same condition as the Property existed on the date hereof, acts of God, normal wear and tear, and the commission of any criminal acts on or to the Property, excepted.

Section 12: DEFAULT

- 12.1 If, following Purchaser's acceptance of this offer, the transaction contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect to cancel this Agreement, whereupon Seller shall return the Earnest Money to Purchaser and Purchaser and Seller shall then have no further duty, obligation, financial or otherwise, or liability hereunder to each other.
- 12.2 If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of the Purchaser's default hereunder, the Earnest Money paid by Purchaser to Seller shall be kept by Seller and considered by Seller and Purchaser to be full and complete liquidated damages. Further, Seller shall have no further duty, obligation, financial or otherwise, or liability hereunder to Purchaser.

Section 13: NOTICES

Purchaser may give oral notice, followed by notification in writing, to Seller of the place and Closing Date of this transaction. All other notices (which includes acceptances and consents) given under and pursuant to this Agreement shall be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices shall be addressed to the party to be notified at the address first set forth hereinabove. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices shall be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given shall be deemed a delivery of the notice on the date when postmarked.

Notice shall also be provided to:

If to Purchaser:

McNally, Fox, Grant & Davenport
Attention: Dennis A. Davenport
100 Habersham Drive
Fayetteville, Georgia 30214

If to Seller:

Peachtree City Water and Sewerage Authority
Horne & Griffis, P.C.
Attn: Melissa D. Griffis
32 South Court Square
Newnan, GA 30263

Section 14: ASSIGNMENT

This agreement is personal to Purchaser and may not be transferred or assigned by Purchaser without the prior written consent of Seller

Section 15: REAL ESTATE BROKERS AND ATTORNEYS

Both Seller and Purchaser represent that no agents or brokers have been retained in this transaction. Should Seller or Purchaser retain a broker or agent to represent them, the financial obligations accrued thereby shall be discharge by the Party retaining said services. Further, the

party retaining said services covenants and agrees to indemnify and hold harmless from all claims and liabilities from any such brokers or agents, the non-retaining party.

Section 16: GENERAL PROVISIONS OF THIS AGREEMENT

- 16.1 All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.
- 16.2 All time limits stated herein are of the essence of this offer and Agreement.
- 16.3 If any one or more of the provisions contained herein is for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 16.4 All provisions of this Agreement shall survive the Closing and **shall not** be merged into either the Deed or any other instruments, documents or pleadings executed by the parties either prior to or at the Closing.
- 16.5 The brief headings or titles preceding each section hereof are for purposes of identification and convenience only and should be disregarded in construing this Agreement.
- 16.6 This Agreement shall be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia in the courts of Fayette County, Georgia.
- 16.7 This Agreement may be executed in two (2) counterparts (Seller's counterpart and Purchaser's counterpart) which are separately numbered and identified but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

Section 17: ENTIRE AGREEMENT

This Agreement in combination with the MEMORANDUM OF UNDERSTANDING described in Section 10.4.3 above, attached hereto as AMENDMENT 1 and hereby incorporated herein, supersedes all prior negotiations, discussions, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee, agent or representative of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the provisions of this Agreement except the MEMORANDUM OF UNDERSTANDING. In the event of a conflict as to the ongoing relationship of the parties, after the closing of this purchase, the MEMORANDUM OF UNDERSTANDING shall control and dictate the resolution. No modification of or amendment to this Agreement shall be binding on either Seller or Purchaser unless such modification or amendment is signed by both Seller and Purchaser.

Section 18: GOVERNING LAW AND ATTORNEY'S FEES

This Agreement shall be governed and enforced by and construed in accordance with the laws of the state in which the Property is located. In the event either party hereto finds it necessary to employ legal counsel or to bring an action at law or other proceedings against the other party to enforce any of the terms, covenants or conditions hereof, the prevailing party in

such action or proceeding shall be paid all reasonable attorneys' fees, as determined by the court and not the jury, and in the event any judgment is secured by such prevailing party, all such attorneys' fees shall be included in any such judgment in such action or proceedings.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____ 2020.

SELLER:

Peachtree City Water and Sewerage
Authority

Vanessa Fleisch, Chairman

Attest: _____
By: Leslie Baer, Clerk

(Authority SEAL)

PURCHASER,
The Board of Commissioners for
Fayette County, Georgia

By: Randy Ognio, Chairman

Attest: _____
By: Tameca P. Smith, Clerk



EXHIBIA "A"

Legal Description

Fayette County Purchase from WASA as shown on the Plat attached as Exhibit "B"

Tract 1-B

All that tract or parcel of land lying and being in Land Lot 33 of the 6th District, City Peachtree City, Fayette County, Georgia and being more particularly described as follows:

To arrive at the **Point of Beginning, Commence** at an axle found at the Southeast corner of Land Lot 33 which is the common corner of Land Lots 29, 30, and 32; THENCE along the East line of Land Lot 33 North 01 degrees 12 minutes 17 seconds East a distant of 104.09 feet to the **Point of Beginning**; THENCE leaving said Land Lot line North 89 degrees 13 minutes 52 seconds West a distance of 295.04 feet to a point; THENCE North 50 degrees 24 minutes 35 seconds West a distance of 301.65 feet to a point; THENCE North 36 degrees 31 minutes 43 seconds East a distance of 399.88 feet to a point on a curve on the Southerly right-of-way of Georgia State Route No. 74 (right-of-way varies); THENCE along said right-of-way along a curve to the left having a radius of 857.54 feet, an arc length of 303.94 feet, and a chord which bears South 82 degrees 03 minutes 58 seconds East having a chord distance of 302.35 feet to a point on the East line of Land Lot 33; THENCE leaving the Southerly right-of-way of Georgia State Route No. 74 and along the East line of Land Lot 33 South 01 degrees 12 minutes 17 seconds West a distance of 475.90 feet to a point which is the **POINT OF BEGINNING**, and containing 4.70 acre(s) of land, more or less. AND

Easement "A"

All that tract or parcel of land lying and being in Land Lot 33 of the 6th District, City Peachtree City, Fayette County, Georgia and being more particularly described as follows:

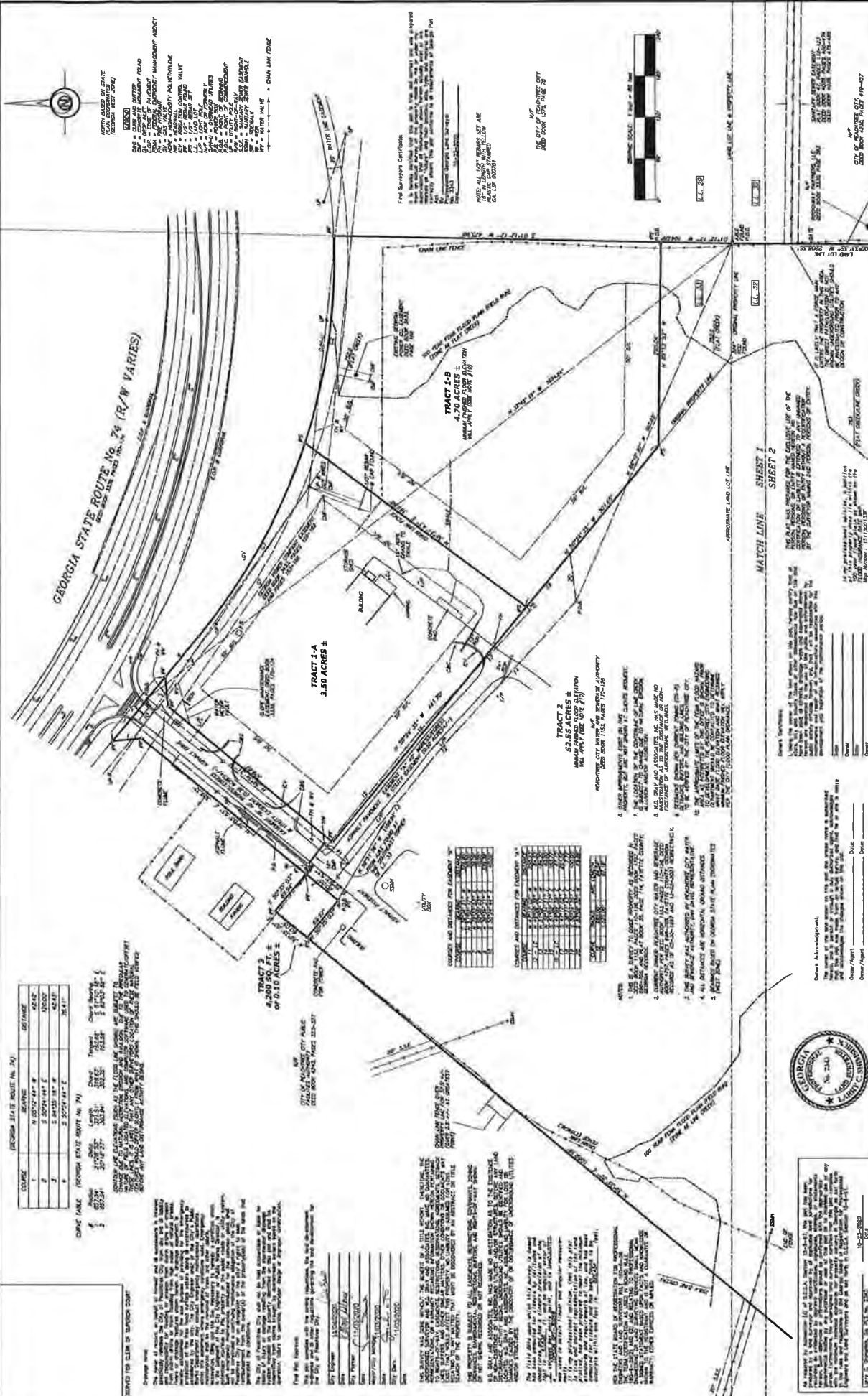
To arrive at the **Point of Beginning, Commence** at an axle found at the Southeast corner of Land Lot 33 which is the common corner of Land Lots 29, 30, and 32; THENCE North 66 degrees 12 minutes 30 seconds West a distance of 565.65 feet to the **Point of Beginning**, THENCE North 47 degrees 17 minutes 02 seconds West a distance of 255.23 feet to a point of curve; THENCE along a curve to the left having a radius of 985.00 feet, an arc length of 64.54 feet, and a chord which bears North 49 degrees 09 minutes 39 seconds West having a chord distance of 64.53 feet to a point of tangency; THENCE North 51 degrees 02 minutes 17 seconds West a distance of 184.20 feet to a point; THENCE North 39 degrees 34 minutes 31 seconds East a distance of 40.00 feet to a point; THENCE South 51 degrees 02 minutes 17 seconds East a distance of 183.77 feet to a point of curve; THENCE along a curve to the right having a radius of 1,025.00 feet, an arc length of 67.16 feet, and a chord which bears South 49 degrees 09 minutes 39 seconds East having a chord distance of 67.15 feet to a point of tangency; THENCE South 47 degrees 17 minutes 02 seconds East a distance of 201.52 feet to a point; THENCE North 36 degrees 31 minutes 43 seconds East a distance of 7.77 feet to a point; THENCE South 50 degrees 24 minutes 35 seconds East a distance of 100.00 feet to a point;

THENCE South 83 degrees 08 minutes 32 seconds West a distance of 69.86 feet to a point which is the **POINT OF BEGINNING**, and containing 0.50 acre(s) of land, more or less. AND

Easement "B"

All that tract or parcel of land lying and being in Land Lot 33 of the 6th District, City Peachtree City, Fayette County, Georgia and being more particularly described as follows:

To arrive at the **Point of Beginning, Commence** at an axle found at the Southeast corner of Land Lot 33 which is the common corner of Land Lots 29, 30, and 32; THENCE North 37 degrees 42 minutes 19 seconds West a distance of 1,074.24 feet to a point on Southerly right-of-way of Georgia State Route No. 74 (right-of-way varies) and the **Point of Beginning**; THENCE South 39 degrees 34 minutes 31 seconds West a distance of 376.95 feet to a point; THENCE North 51 degrees 02 minutes 17 seconds West a distance of 50.05 feet to a point; THENCE North 39 degrees 33 minutes 53 seconds East a distance of 38.08 feet to a ½" rebar; THENCE South 50 degrees 35 minutes 03 seconds East a distance of 10.05 feet to a point; THENCE North 39 degrees 34 minutes 31 seconds East a distance of 339.38 feet to a point on the Southerly right-of-way of Georgia State Route No. 74 (right-of-way varies); THENCE along said right-of-way South 50 degrees 24 minutes 44 seconds East a distance of 40.00 feet to a point which is the **POINT OF BEGINNING**, and containing 0.35 acre(s) of land, more or less.



**W.D. Gray and
Associates, Inc.**

lead surveyors - planners

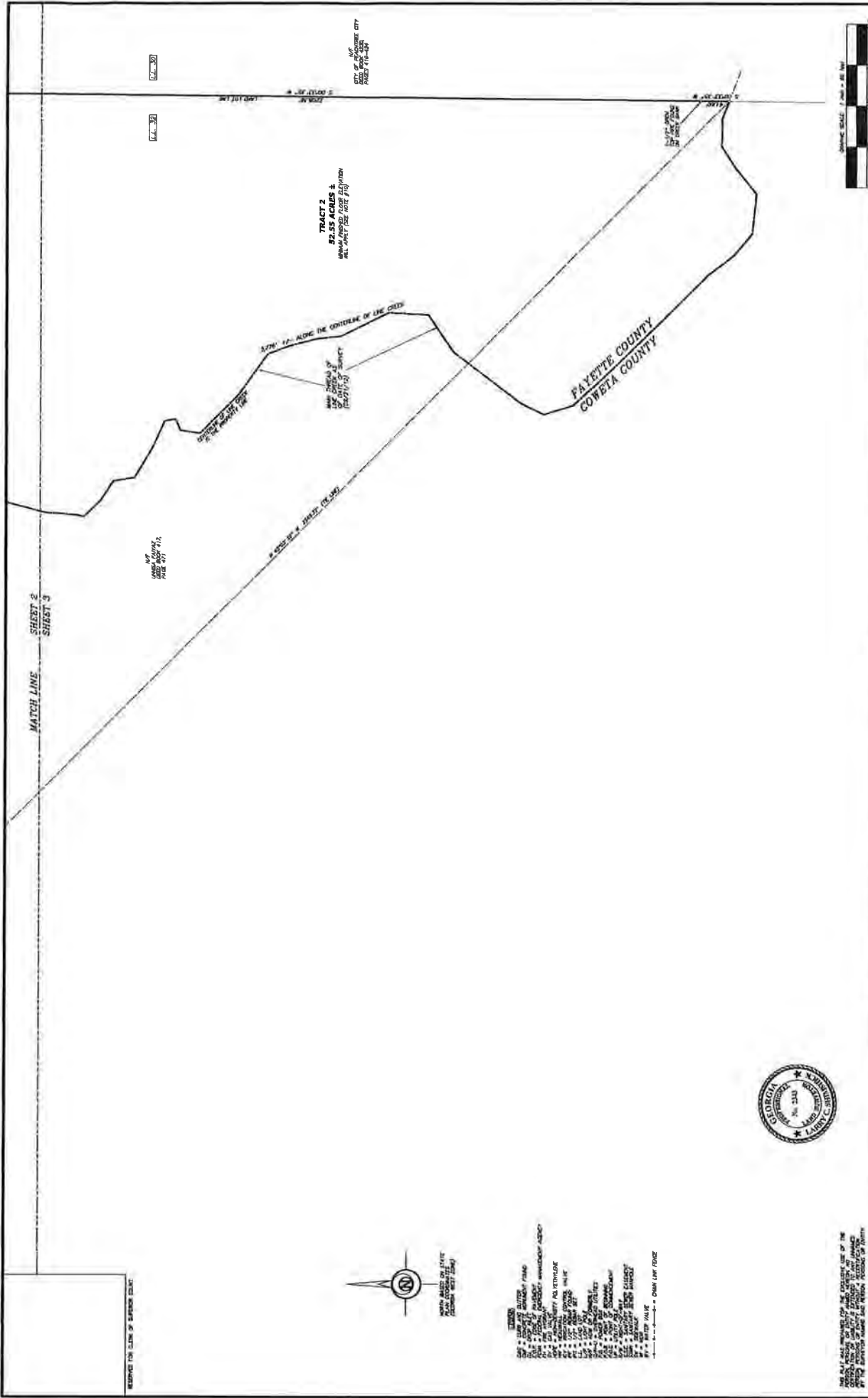
160 GREENCASTLE ROAD	SLATE B	TYRONE
GEORGIA	30280	
770-488-7870	FAX	770-488-0408

PEACHTREE CITY WATER AND SEWERAGE AUTHORITY

SURVEY TO DIVIDE PROPERTY

SHEET 1 OF 3

NO. 100-10000



<p>DATE OF SURVEY: 09/24/12</p> <p>DATE OF RECORDING: 09/24/12</p> <p>BOOK: 150-100-000</p> <p>PAGE: 1</p>	<p>LAND: 1.11 ACRES, 32.8.32</p> <p>EN: DISTRICT</p> <p>OF: DISTRICT</p> <p>OF: DISTRICT</p> <p>OF: DISTRICT</p>	<p>PEACHTREE CITY WATER AND SEWERAGE AUTHORITY</p>	<p>W.D. Gray and Associates, Inc.</p> <p>157000701</p>
<p>DATE OF SURVEY: 09/24/12</p> <p>DATE OF RECORDING: 09/24/12</p> <p>BOOK: 150-100-000</p> <p>PAGE: 1</p>	<p>LAND: 52.55 ACRES, 32.8.32</p> <p>EN: DISTRICT</p> <p>OF: DISTRICT</p> <p>OF: DISTRICT</p> <p>OF: DISTRICT</p>	<p>PEACHTREE CITY WATER AND SEWERAGE AUTHORITY</p>	<p>W.D. Gray and Associates, Inc.</p> <p>157000701</p>
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