

State of Georgia.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WINDER AND OCONEE COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 12 day of June, 2018, by and between the City of Winder, a municipal corporation of the State of Georgia, herein "City", and Oconee County, a political subdivision of the State of Georgia, herein "County", both of which hereby agree as follows:

WHEREAS, the Georgia Constitution authorizes governments in this state to enter into contracts with each other for governmental purposes; and

WHEREAS, the Oconee County School District is planning construction of new facilities on property located on State Route 53, known as Hog Mountain Road, a County road known as V. M. Osborne Road and a County road known as Osborne Road, herein "the School Site"; and

WHEREAS, the City operates a natural gas system with lines in the right of way of Hog Mountain Road and crossing Osborne Road and V. M. Osborne Road; and

WHEREAS, the safety of children, parents and teachers and the traveling public requires that certain changes be made to the road system; and

WHEREAS, those changes to the road system will necessitate the relocation of the gas lines operated by City for the safety and protection of the traveling public, the School Site and neighboring residents; and

WHEREAS, the County has plans approved for such road system improvements and same have been approved by the Georgia Department of Transportation as to Hog Mountain Road and

WHEREAS, the County has engaged E. R. Snell Contractor, Inc., herein "Snell", to make such improvements pursuant to the Georgia law governing the construction of roads, herein, the "Road Contract"; and

WHEREAS, the City has caused its engineers, Keck & Wood, Inc., to prepare preliminary plans for the relocation of the gas lines, herein the "Preliminary Plans"; and

WHEREAS, the City and the County desire to cooperate in making provisions for the relocation of the gas lines;

NOW THEREFORE, in consideration of the premises and the public good done for the citizens of Oconee County by virtue of such Agreement, the parties hereto agree as follows:

1. Final Plans. Upon the parties entering into this Agreement, the City will cause its engineers to finalize the Preliminary Plans and secure any permits necessary for the gas line relocation as promptly as possible. To the extent feasible, such gas line relocation and any permanent easements required shall be within those areas that the County has previously secured construction easements for the work to be done under the Road Contract.

2. Pipe Purchase. The City shall order the pipe needed for such relocation as soon as final quantities are determined, which may be done either by direct purchase or by issuing a purchase order which would then be reflected in the change order between the County and Snell. The City shall pay for the cost of the pipe.

3. Change Order. Upon the City approving a final design, it shall provide same to the County and the County shall enter into a change order with Snell for the relocation of the gas lines, herein the "Change Order". Such relocation shall be accomplished by a subcontractor of Snell. The City shall have the right to approve any such sub-contractor and shall have full rights to inspect the work as performed and to approve or disapprove of any work not correctly done by such sub-contractor. To facilitate the approval of the subcontractor, the City shall provide Snell with a list of pre-approved subcontractors

4. Easements. The County shall acquire all temporary and permanent easements necessitated by the relocation of the gas lines at its expense and same shall be transferred to the City upon completion of the project.

5. **Payments.** The County shall make all of the payments due to Snell for the Change Order as required by the Change Order to the Road Contract, including, but not limited to, any administrative charge or markup. Upon completion of the project, the City shall submit an invoice to the County for the any amounts paid by the City or costs incurred by the City in connection with the Project except for the cost of the pipe. Such invoice will be due within sixty days of its submission to the City. The County shall be responsible for all Project costs except for the cost of the pipe, which the City shall pay.

6. **Cooperation.** The parties recognize and acknowledge that there will be details which will need to be worked out during the process of the relocation and agree to cooperate in resolving such questions.

7. **Authorization by the Parties.** This Agreement has been authorized and approved by action of the Board of Commissioners of Oconee County on June 12, 2018, and by action of the Mayor and Commission of Winder on May 24, 2018, 2018.

IN WITNESS WHEREOF, the parties hereunto, acting by and through their duly authorized representatives have set their hands, affixed their seals and delivered the presents the day and year first above written.

OCONEE COUNTY BOARD OF COMMISSIONERS

By: John Daniell
John Daniell, Chairman

Attest: Stacey Skyles
Clerk, Oconee County Board of Commissioners
(Seal)



CITY OF WINDER
By: Del May
Mayor

Attest: Maddison Dean
City Clerk



Kathy Hayes

From: Kathy Hayes
Sent: Friday, June 22, 2018 2:52 PM
To: 'david.maynor@cityofwinder.com'
Cc: 'maddison.dean@cityofwinder.com'; John Daniell; Justin Kirouac (jkirouac@oconee.ga.us)
Subject: IGA -- City of Winder and Oconee County
Attachments: 20180622144504672.pdf

Mayor Maynor,

Attached is the executed copy of the Intergovernmental Agreement between the City of Winder and Oconee County regarding the natural gas lines on Osborne Road, Hog Mountain Road and V.M. Osborne Road. I will be placing a copy of the IGA with original signatures in the mail to you this afternoon.

Thank you and, if I can assist further, please do not hesitate to let me know.

Kathy

Kathy Hayes, County Clerk
Open Records Officer
Treasurer, Georgia County Clerks Association
Oconee County Board of Commissioners
PO Box 145
Watkinsville, GA 30677
Email: khayes@oconee.ga.us
Phone: 706-769-5120
Fax: 706-769-0705

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Georgia Clerks, County and City, working together.

Masters in the art of living know no clear distinction between their work and their play, their labor or their leisure, their education or their recreation. They hardly know which is which. They simply pursue their vision of excellence through whatever they are doing and leave others to determine whether they are at work or at play. To themselves they always seem to be doing both. --George Bernard Shaw--

6-22-18
cc: to Wes + Email
KH

6-22-18
mailed to Mayor Maynor.
KH