

STATE OF GEORGIA,
COUNTY OF OCONEE:

INTERGOVERNMENTAL AGREEMENT BETWEEN
OCONEE COUNTY, GEORGIA AND THE CITY OF WATKINSVILLE, GEORGIA

THIS AGREEMENT is made December 18, 2019, between OCONEE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (“County”) and CITY OF WATKINSVILLE, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia, acting by and through its Mayor and Council (“City”).

WITNESSETH:

WHEREAS, the City and County have previously entered into an Agreement related to the water and sewer systems operated within the City and the County dated January 8, 1991, recorded in Deed Book 129, page 266, in the Office of the Clerk of the Superior Court of Oconee County, as amended by Amendment dated March 13, 1991, (collectively, the “1991 Agreement”); and

WHEREAS, the growth of the County and the City and the water and sewer system has led to the need to supplement and amend certain matters set out in the 1991 Agreement; and

WHEREAS, the public would benefit from such changes, which promotes the public health, safety and welfare; and

WHEREAS, enhanced sewer capacity to the City will provide a benefit to residents of both City and County, since such will promote commercial development and thereby improve sales tax revenue and the tax base generally; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), provides for intergovernmental agreements between the City and the County or for the provision or separate use of facilities, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide, and

City and County are each authorized to provide sewage collection systems, per Article IX, Section II, Paragraph III(a)(6) of the Georgia Constitution; and

NOW, THEREFORE, for and in consideration of the premises herein and by virtue of the power and authority granted to the County and City by virtue of Article IX, Section III, Paragraph I of the 1983 Georgia Constitution, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The foregoing recitals are true and correct and are made a part of this IGA as if fully set forth herein. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The Parties each covenant that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

2.

The provision of the 1991 Agreement that City will owe no monthly charges for water and sewer to City Hall and Harris Shoals Park, unless usage exceeds 3,000 gallons/month, remains in effect. Item 1.3 of the 1991 Agreement provides that the County will lease certain properties from the City as described on Exhibit A to the 1991 Agreement. The parties agree that the provisions of Item 1.3 no longer serve the best interests of the citizens of the City and County and hereby agree that Item 1.3 of the 1991 Agreement shall be replaced by the following provisions:

1.3 Real Property. The County no longer uses Tract 1 Harden Hill Well Lot, Tract 3 Third Street Well Lot and Tract 4, Clarke Street Well Lot as described in the 1991 Agreement. Such real property is hereby released from the provisions of the 1991 Agreement and returned to the City. Tract 5 Call's Creek Well Lot, Tract 6 Cemetery Sewer Pump Station and Tract 7 Sewer Plant Property shall be conveyed to the County at the time of the execution of this Agreement by Quit Claim Deed, a draft of which is attached hereto as Exhibit A and incorporated herein by reference.

3.

Item III of the 1991 Agreement provides that the County will provide reasonable sewer capacity for the City and surrounding areas. The parties agree that the provisions of Item III no longer serve the best interests of the citizens of the City and County and hereby agree that Item III of the 1991 Agreement shall be replaced by the following provisions:

3.1 Immediate Capacity Grant. Beginning upon the execution of this Agreement, and only for uses within the jurisdictional limits of the City as of the date of this Agreement, the County will provide to the City sewer capacity of 100,000 gallons a day in addition to currently existing sewer use. Such capacity shall be used as the City shall determine under its policies and regulations. The County shall amend its existing Sewer Use Policy to include this allocation of sewer capacity at the time of the approval of this Agreement by the County. The Sewer Use Policy shall not contain any limitations on the uses to which such capacity shall be utilized.

3.2 Future Capacity Grant. At the time of the expansion of the Calls Creek Water Reclamation Facility (CCWRF) for uses within the jurisdictional limits of the City as of the date of this Agreement, the County will provide to the City an additional sewer capacity of 100,000 gallons per day. Such capacity shall be used as the City shall determine under its policies and regulations. The County shall amend its existing Sewer Use Policy to include this allocation of sewer capacity at the time of the approval of this Agreement by the County. The Sewer Use Policy shall not contain any limitations on the uses to which such capacity shall be utilized. At the time of the expansion of the Calls Creek Water Reclamation Facility (CCWRF), the City shall also have the option to renegotiate additional capacity for potential sewer needs (inside and/or outside the jurisdictional limits) of the City.

3.3 Additional Grants. The County will notify the City at such time as it determines to construct any capacity in excess of 3,000,000 gallons per day so that the parties may negotiate additional sewer capacity as needed by the City.

3.4 Exclusions. Attached as Exhibit B to this Agreement and incorporated herein by reference is a map entitled (Watkinsville Industrial Park). Within the areas designated “Industrial Park”, the County will provide sewer capacity for any commercial or industrial uses consistent with its Sewer Use Policy in force at the time of the request for such capacity. Any capacity so granted shall be excluded from the grant of sewer capacity under Item 3.1 or Item 3.2 and shall not be included in the calculation of the amounts available thereunder. No residential use within such area shall be excluded hereunder.

3.5 Service Delivery Strategy. To the extent the matters set out herein require amendments to the applicable Service Delivery Strategy Agreement, the parties agree to cooperate in amending same and to incorporate the matters set out herein into any future Service Delivery Strategy Agreement.

3.6 County Ordinances. All sewer customers, whether in the City or the County, shall comply with the County’s regulations and ordinances for the use of the sewer system, including the payment of all fees. To the extent necessary for the enforcement of same, the City shall implement rules and regulations requiring the same matters within the City limits.

3.7 Availability. The parties acknowledge that actual flows into the CCWRF may at times exceed the amounts calculated at the granting of capacity to users and that other issues such as infiltration and inflow may at times cause flows to exceed permissible limits. In the event the flows into the CCWRF exceed permissible limits, the County reserves the right to suspend the addition of any further users of the CCWRF.

3.8 Significant Commercial or Industrial Uses. The City may request additional capacity in the event that a significant commercial or industrial use is proposed within the current jurisdictional limits of the City but outside of the area of the Industrial Park shown on Exhibit B based on the mutual benefit to all the citizens of the County. Any such grant shall be evidenced by an amendment to this Agreement specifying the amount of capacity so granted.

4.

This Agreement together with the 1991 Agreement represents the entire agreement of the parties, and may be modified or amended only by agreement in writing. This agreement supersedes all prior discussions and agreements between the parties and contains the entire understanding between the parties. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement.

5.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Oconee County Board of Commissioners
23 N. Main Street
Watkinsville, GA 30677
Attn: Chairman and County Administrator, copy to county attorney via email.
- (b) Mayor and Council of the City of Watkinsville
191 VFW Drive
Watkinsville, GA 30677
Attn: Mayor and Manager, copy to city attorney via email.

6.

Except as expressly limited by this agreement, all rights given hereunder are in addition to and do not limit those provided at law or in equity. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance.

7.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8.

Time is of the essence in this agreement. Each provision shall be construed as though all the parties participated equally in its drafting. This agreement shall benefit and bind the parties and their heirs, executors, administrators, successors and assigns.

9.

The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this IGA.

10.

This IGA may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

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



(City Seal)

OCONEE COUNTY BOARD OF COMMISSIONERS

By: *[Signature]*
Chairman

Attest: *[Signature]*
County Clerk

CITY OF WATKINSVILLE, GEORGIA

By: *[Signature]* 12/23/19
Mayor

Attest: *[Signature]*
City Clerk