

INTER-GOVERNMENTAL AGREEMENT

THIS INTER-GOVERNMENTAL AGREEMENT (hereinafter referred to as this “Agreement”), is entered into as of July _____, 2026, by and among COLUMBUS, GEORGIA, a consolidated city-county government (hereinafter referred to as the “City”), and THE BOARD OF WATER COMMISSIONERS, d/b/a COLUMBUS WATER WORKS, an Executive Branch of Columbus, Georgia (hereinafter referred to as “CWW” and sometimes with the City collectively referred to as the “parties”);

RECITALS:

WHEREAS, CWW is in need of additional property for future expansion and/or consolidation of its Administrative, Environmental Services, Field Services and Maintenance personnel; and

WHEREAS, the City is the owner of those certain properties and the improvements thereon known and identified as 1125 Alexander Street/Tax Parcel No. 188-020-006 (“Parcel 1”); 1331 Alexander Street/Tax Parcel No. 188-020-005 (“Parcel 2”), and 1315 Alexander Street/Tax Parcel No. 188-020-008 (“Parcel 3”), and (each referred to as a “Property” and collectively referred to as the “Properties”); and

WHEREAS, CWW desires to obtain the long term and, in some cases, the exclusive use of the Properties for its future needs as set forth above by obtaining title to Parcel 1 and obtaining and providing certain easements regarding Parcels 2 and 3 and the City is agreeable to providing CWW with such uses of the Properties in such manner;

NOW, THEREFORE, IN CONSIDERATION OF \$10.00, the recitals set forth above and the mutual agreements of the parties set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and CWW hereby covenant and agree as follows:

1. USES OF PROPERTIES; DEED. (a) Except as hereinafter provided, CWW shall be deeded fee simple title to Parcel 1 for its construction and use of new facilities to house operations, administration and other support services as deemed necessary by CWW from time to time. The development of Parcel 1 shall be consistent with the Conceptual Master Plan attached hereto as Exhibit “A” (the “Plan”). The walking trails shown on the Plan that are located on Parcel 1 shall be connected with the planned walking trails on Parcel 2 as shown on the Plan and shall be available for use by the general public. Parking areas on Parcel 1 may be used by the City and the general public as overflow parking, but only during non-operational hours of CWW. The deed for Parcel 1 shall provide a right of reversion in favor of the City, which shall provide that upon CWW ceasing to use Parcel 1 and the improvements to be constructed thereon to house its operations, administration and/or other support services or its failure to comply with the provisions of Section 2, below, title shall revert to the City.

(b) CWW’s Use of Parcels 2 and 3 shall include the right and easement to construct and maintain an access driveway to Parcel 1 from Alexander Street and for landscaping, including

construction of a small pond, all as reflected on the Plan, as the same may be modified with the consent of the City, such consent not to be unreasonably withheld, conditioned or denied. CWW shall also have the right and easement to improve or construct existing access driveways for access to and from Alexander Street and CWW's adjoining property known and identified as 1335 Alexander Street/Tax Parcel No. 188-020-003, as shown on the Plan. The deed from the City to CWW shall include, in addition to the right of reversion, reciprocal easements as applicable in connection with the foregoing terms in paragraph (a), above and in this paragraph (b).

2. IMPROVEMENTS. As consideration for the City entering into this IGA and deeding Parcel 1 to CWW, CWW shall make improvements to Parcels 2 and 3 in substantially the same form as shown on the Plan, with other improvements to the recreation building located on Parcel 3 (the "Rec Center"), to be agreed upon by CWW and the City (the "Additional Improvements"). The plans and specifications for the Additional Improvements shall be agreed upon by CWW and the City prior to CWW's construction of its improvements on Parcel 1. To the extent the final plans and specifications for the Additional Improvements, including what has been preliminarily agreed to for the Rec Center, are for improvements substantially different from what is reflected in the Plan and result in an increase in costs over the \$1,000,000 that CWW currently has budgeted, the City shall be required to pay such costs that exceed \$1,000,000.

3. BINDING AGREEMENT. The parties hereto each acknowledge and agree that they have read and understand the terms of this Agreement. The parties agree that signatures to this Agreement may be made and/or delivered by electronic means and shall be fully binding upon either party that so signs and/or delivers a copy of this Agreement to the other.

7. ENTIRE AGREEMENT. The parties hereto agree that this Agreement, including the recitals set forth above which are incorporated herein and made a part hereof, together with the terms and conditions of the Lease to be prepared and entered into, will reflect, shall supersede and replace any and all other agreements between the parties, whether oral or written.

8. NO THIRD-PARTY BENEFICIARIES. The covenants and agreements contained in this Agreement are intended to be for the exclusive benefit of the parties hereto and their successors and permitted assigns, and, to the fullest extent permitted by applicable law, no other person or entity shall have rights hereunder whether as a third-party beneficiary or otherwise.

9. NO ASSIGNMENT. CWW shall have no right to assign its interest in this Agreement to another party without the express written consent of the City, which may be denied or conditioned in the City's sole discretion.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the City and CWW have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first set forth above.

CWW:

Board of Water Commissioners

By: _____
Jeremy Cummings
Its President

CITY:

COLUMBUS, GEORGIA

By: _____
B.H. "Skip" Henderson
Its Mayor

EXHIBIT "A"

PHASE 1 SITE DEVELOPMENT, SITE OPERATIONS AND SUSTAINABILITY GOALS

1. EXERCISE INTEGRATION OF SOLAR PANELS AT BUILDING AND/OR EXISTING PARKING AREAS.
 2. INCLUDE GLAZING GLASS ON NORTH AND WEST SIDE OF BUILDING TO MAXIMIZE VIEWS TO NATURAL AREAS.
 3. CONSIDER DECREASING BUILDING FOOTPRINT BY INTRODUCING PORCHES AT 3 STORES.
 4. LOCATE NEW FACILITY FOR OWN EMPLOYEES AT 100 ALBANY.
 5. ADMINISTRATION BUILDING SITE TO BE LOCATED AT NORTH AND WESTERNS.
 6. PARK SITE BUILDOUT AND ON- SITE PARK MAINTENANCE TO BE UNDERPINNED BY COLUMBUS WATER WORKS.
 7. ALL SITE INFRASTRUCTURE AND UTILITIES FOR PHASE 2 DEVELOPMENT INCLUDING STORMWATER POND TO BE INSTALLED IN PHASE 1.
 8. STORMWATER INFILTRATION TO REDUCATE MULTIPLE GREEN INFILTRATION STRATEGIES TO MAXIMIZE FLORIDA AND PARK PROTECTION AND WATERSHED TRAILS.
 9. LANDSCAPED STORMWATER FORELAYS, LANDSCAPED SWALES, LANDSCAPED STORMWATER FORELAYS, REMAINING OPEN SPACE AND WATERSHED TRAILS.
- FOUR LANDSCAPE MANAGEMENT CHECKS ARE ASSUMED:
- PREPARED DRAINAGE MASTER PLAN
 - PREPARED PROPOSED WATERSHED
 - PARK LAYOUT
 - SPORTS FIELDS
- PARCEL BOUNDARIES**
-

