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## **Staff Report**

**To:** Mayor and City Council

**Through:** Danny Roberts, City Manager

**From:** Jeff Smith, Assistant City Manager

**Date:** October 8, 2026

**Subject:** Emergency Water Usage Agreement with Gwinnett County Water and Sewerage Authority and Gwinnett County Government

### **RECOMMENDATION:**

Staff recommends approval of the Emergency Water Usage Agreement with Gwinnett Water and Sewerage Authority and Gwinnett County Government.

### **FISCAL IMPLICATION:**

None anticipated

### **BACKGROUND:**

- The city purchases water from two sources: Monroe Water is the primary source and Walton County is the secondary source.
- This agreement allows us to use Gwinnett County water as an emergency source, if needed.
- This agreement will replace an expiring agreement in which Gwinnett was serving as a tertiary source of water for the city. Such tertiary provider is not needed; however, staff recommends keeping an agreement in place with Gwinnett for emergency purposes only.

*After recording return to:  
Gwinnett County Law Department*

**EMERGENCY WATER USAGE AGREEMENT BETWEEN  
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE  
AUTHORITY AND THE CITY OF LOGANVILLE**

STATE OF GEORGIA  
CITY OF LOGANVILLE  
COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement"), is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2026, by and among GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "Gwinnett County"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed Governing Authority, (hereinafter referred to as the "WSA"), and THE CITY OF LOGANVILLE, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected Governing Authority, (hereinafter referred to as "LOGANVILLE"). Gwinnett County and the WSA are collectively referred to as "GWINNETT". Gwinnett County, the WSA and LOGANVILLE are collectively referred to as the "PARTIES" or individually as the "PARTY".

**RECITALS:**

WHEREAS, LOGANVILLE has an existing water system serving its residents; and

WHEREAS, LOGANVILLE maintains its own storage, distribution and delivery system to service its present and future customers and shall be responsible for billing and collecting water service charges from its customers; and

WHEREAS, LOGANVILLE is required under its Public Water Supply Permit with the Georgia Environmental Protection Division (EPD) to have a secondary water connection; and

WHEREAS, LOGANVILLE wishes to purchase a supply of water from GWINNETT for emergency usage on an emergency basis; and

WHEREAS, GWINNETT is willing, for the period of time and under the terms and conditions as hereinafter set forth, to provide LOGANVILLE with an emergency supply of water on an emergency basis for distribution in its system; and

WHEREAS, the Parties are authorized, pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, to enter into this Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual undertakings as hereinafter set out, it is mutually agreed by and among LOGANVILLE, and GWINNETT, each acting by and through their duly authorized officials and governing authorities, pursuant to resolutions duly, legally and properly adopted, all as same appear of record on the official minutes of each, as follow.

## 1. TERM OF AGREEMENT

This Agreement shall be in effect on the date of execution as shown above and shall continue in effect for twenty-five (25) years.

## 2. GWINNETT COUNTY'S OBLIGATIONS TO SELL WATER TO LOGANVILLE

- a) LOGANVILLE may connect and take water from GWINNETT's water system under the terms and conditions as set forth in this Agreement. LOGANVILLE expressly acknowledges and agrees that its use of water pursuant to this Agreement shall be limited to emergency use only. Non-emergency use of water by LOGANVILLE shall be prohibited. Emergency water usage by LOGANVILLE, at a minimum, must be communicated to the Deputy Director of Field Operations of the Gwinnett County Department of Water Resources via phone or email prior to usage and then in writing within seven (7) days of each occurrence. If timely written notice is not received or water is consumed for a prohibited non-emergency reason, all usage will be considered non-emergency and will be charged the non-emergency rate outlined in section 4(a) herein.
- b) GWINNETT agrees to sell water to LOGANVILLE on an emergency-only basis, subject only to GWINNETT's ability to adequately serve GWINNETT customers. In the event that emergency use of water by LOGANVILLE, when combined with use of water by Gwinnett County customers, would result in water demand in excess of GWINNETT's water withdrawal or water plant operating permit limits or would otherwise impact GWINNETT's ability to serve its regular customers, GWINNETT may unilaterally suspend LOGANVILLE's ability to receive water under this Agreement upon thirty (30) days written notice to LOGANVILLE. GWINNETT shall provide LOGANVILLE written notice that emergency water usage may resume when there is sufficient water supply available.

### 3. METERS

LOGANVILLE shall maintain two water meters identified as Gwinnett County meter identification numbers 10001110 and 10001124 to which LOGANVILLE may connect. Meter 10001110 is located on Lawrenceville Road near the intersection with Brand Road and meter 10001124 is located on Atlanta Highway (US 78) near the intersection with Brand Road, as shown in Exhibit "A" attached hereto and incorporated herein by reference. Loganville agrees to pay, within thirty (30) days of billing by Gwinnett County, the actual cost of any maintenance of this meter if performed by GWINNETT. The meter identification number may change over time as the meter is serviced or replaced.

### 4. RATE

- a) LOGANVILLE agrees to pay for all water used based on the following tier rate structure:

| <b>Gallons per day (gpd)</b> | <b>per 1,000 gallons</b>                  |
|------------------------------|-------------------------------------------|
| Emergency usage              | Current Gwinnett County Tier 1 water Rate |
| Non-emergency usage          | Current Gwinnett County Tier 3 water rate |

- b) LOGANVILLE acknowledges and agrees to the rate imposed by the then current rate resolution approved by the Gwinnett County Board of Commissioners during the life of this agreement. Attached hereto and incorporated herein by reference as Exhibit "B" is the 2026 rates and fee schedule in place at the time of execution of this Agreement.

### 5. PAYMENT

- a) LOGANVILLE agrees to pay, within thirty (30) days of billing by Gwinnett County, for all water flows provided by GWINNETT based on the rates outlined in this Agreement.
- b) Should LOGANVILLE fail to pay the amount of the bill for any water delivered to LOGANVILLE by GWINNETT, for meter maintenance or for a flow control device within the period herein provided, then Gwinnett County shall have the right to charge a late fee, up to 10% monthly, which shall be added to each bill. In the event of nonpayment, GWINNETT reserves the right to cease delivering water to LOGANVILLE provided thirty (30) days' notice of intent to do so is given to LOGANVILLE and LOGANVILLE fails to make payment of all past due amounts, including any penalty, within such thirty (30) day period.
- c) The obligation of LOGANVILLE to pay for water delivered under this Agreement shall never be construed to be a debt of LOGANVILLE requiring it to levy and

collect a tax to discharge the same but shall be an operating charge of its water and sewerage system ranking equally to charges for salaries, wages and other operating expenses of such system. LOGANVILLE covenants at all times to establish, maintain, prescribe and collect fees, tolls and charges for water and sewerage facilities furnished its customers sufficient to provide funds for the payment of all obligations of LOGANVILLE under this Agreement.

## 6. NOTIFICATION

LOGANVILLE agrees to notify the Deputy Director of Field Operations of the Gwinnett County Department of Water Resources via phone or email prior to usage and then in writing within seven (7) days of any water usage.

## 7. SERVICE FAILURES

Gwinnett County agrees to operate GWINNETT's water system in a reasonable and customary manner and to take all reasonable steps to restore water service should interruptions occur. Should interruptions or service failures of any kind occur, to the extent permitted by law, LOGANVILLE waives any action at law or equity it may have against GWINNETT, other than for specific performance for the enforcement of this Agreement. To the extent permitted by law, LOGANVILLE further agrees to indemnify and hold GWINNETT harmless from any action by any LOGANVILLE customer.

## 8. FLOW CONTROL DEVICES

GWINNETT shall have the right to install a suitable flow control device to limit the rate of flow from GWINNETT's Water System. Said device may be installed at GWINNETT's sole discretion if hourly rates of flow to LOGANVILLE, in the opinion of GWINNETT are excessive. LOGANVILLE agrees to pay, within thirty (30) days of billing, the cost of acquiring and installing said device.

## 9. RULES AND REGULATIONS

- a) LOGANVILLE shall adopt and enforce all rules, regulations, and standards for water quality, conservation, and stormwater management as adopted by Gwinnett County in conformity with the rules, regulations and plans adopted by the Metropolitan North Georgia Water Planning District for all portions of LOGANVILLE.
- b) LOGANVILLE agrees to comply with all rules and regulations which Gwinnett County has now or may in the future impose on its customers, including but not limited to such water conservation or water use restrictions in response to state-

imposed drought emergencies and/or emergency measures as bans on water sprinkling, hydrant flushing, car washing, and similar uses.

#### 10. FORCE MAJEURE

- a) In case by reason of force majeure either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- b) The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply and inability on the part of GWINNETT to deliver water hereunder, or LOGANVILLE to receive water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability.

#### 11. SEVERABILITY

If any phrase, clause, sentence, paragraph or section of this contract shall be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States, such adjudication shall in nowise affect any of the remaining provisions hereof, all of which shall remain in full force and effect.

#### 12. WAIVER

A failure to initiate action as to any breach shall not be deemed as a waiver of that right of action and all such rights of action shall be cumulative.

#### 13. ASSIGNMENT

No assignment of this Agreement shall be permitted without the approval of the PARTIES.

#### 14. EXCLUSIVE AGREEMENT

Upon the execution of this Agreement by the PARTIES hereto, any and all other agreements or contracts heretofore entered into by and between LOGANVILLE and GWINNETT pertaining to the sale and supply of water from GWINNETT's water system shall become and shall be null and void and of no force and effect.

#### 15. DISPUTE RESOLUTION

If any disagreement shall arise with reference to the construction of any of the terms or provisions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute may be submitted to mediation by a mediator appointed as provided herein. GWINNETT shall provide a list of three (3) individuals as the proposed mediator. Each person suggested by GWINNETT shall be a professional with not less than ten (10) years' experience in water production and distribution. LOGANVILLE shall select one (1) of those individuals from the list proposed by GWINNETT. If LOGANVILLE refuses to select a mediator from the list proposed by GWINNETT, the PARTIES may petition the Gwinnett Superior Court to appoint a mediator. Mediation as provided herein shall not affect the legal rights and remedies of GWINNETT or of LOGANVILLE.

#### 16. GOVERNING LAW

Each and every provision of this Agreement shall be construed in accordance with and governed by Georgia law. The PARTIES acknowledge that this Agreement is executed in Gwinnett County, Georgia and each party hereby consents to the Gwinnett Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this Agreement which is not otherwise resolved through mediation, and each party hereby waives any and all objections to venue in Gwinnett Superior Court.

#### 17. TERMINATION

Any party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever. The terminating party shall terminate by delivering to the other parties, upon at least ninety (90) days' notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

## 18. NOTICE

- a) Any notice or documentation shall be sent to the LOGANVILLE at:

Branden Whitfield - Mayor  
City of Loganville  
4303 Lawrenceville Road  
P.O. Box 39  
Loganville, Georgia 30052

With copy to:  
Danny Roberts – City Manager  
4303 Lawrenceville Road  
P.O. Box 39  
Loganville, Georgia 30052

- b) Any notice or documentation shall be sent to Gwinnett County at:

Gwinnett County Administrator  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

With a copy to:  
Gwinnett County Attorney  
Gwinnett Justice and Administration Center  
75 Langley Drive  
Lawrenceville, Georgia 30046

- c) Any notice or documentation must be sent to the WSA at:

Chairman  
Gwinnett County Water and Sewerage Authority  
684 Winder Highway  
Lawrenceville, Georgia 30045

With a copy to:  
Director  
Department of Water Resources  
684 Winder Highway  
Lawrenceville, Georgia 30045

- d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail.

IN WITNESS WHEREOF, the PARTIES hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in one or more counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

**CITY OF LOGANVILLE, GEORGIA**

By: \_\_\_\_\_  
BRANDEN WHITFIELD, MAYOR

Signed, sealed and delivered in the  
presence of:

ATTEST:

\_\_\_\_\_  
Unofficial witness

\_\_\_\_\_  
(Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
City of Loganville Attorney

**GWINNETT COUNTY, GEORGIA**

By: \_\_\_\_\_  
Nicole Love Hendrickson, Chairwoman

Signed, sealed and delivered in the  
presence of:

\_\_\_\_\_  
Unofficial witness

ATTEST:

\_\_\_\_\_  
County Clerk  
(County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

**GWINNETT COUNTY WATER &  
SEWERAGE AUTHORITY**

By: \_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_, Secretary

Signed, sealed and delivered in the presence of:

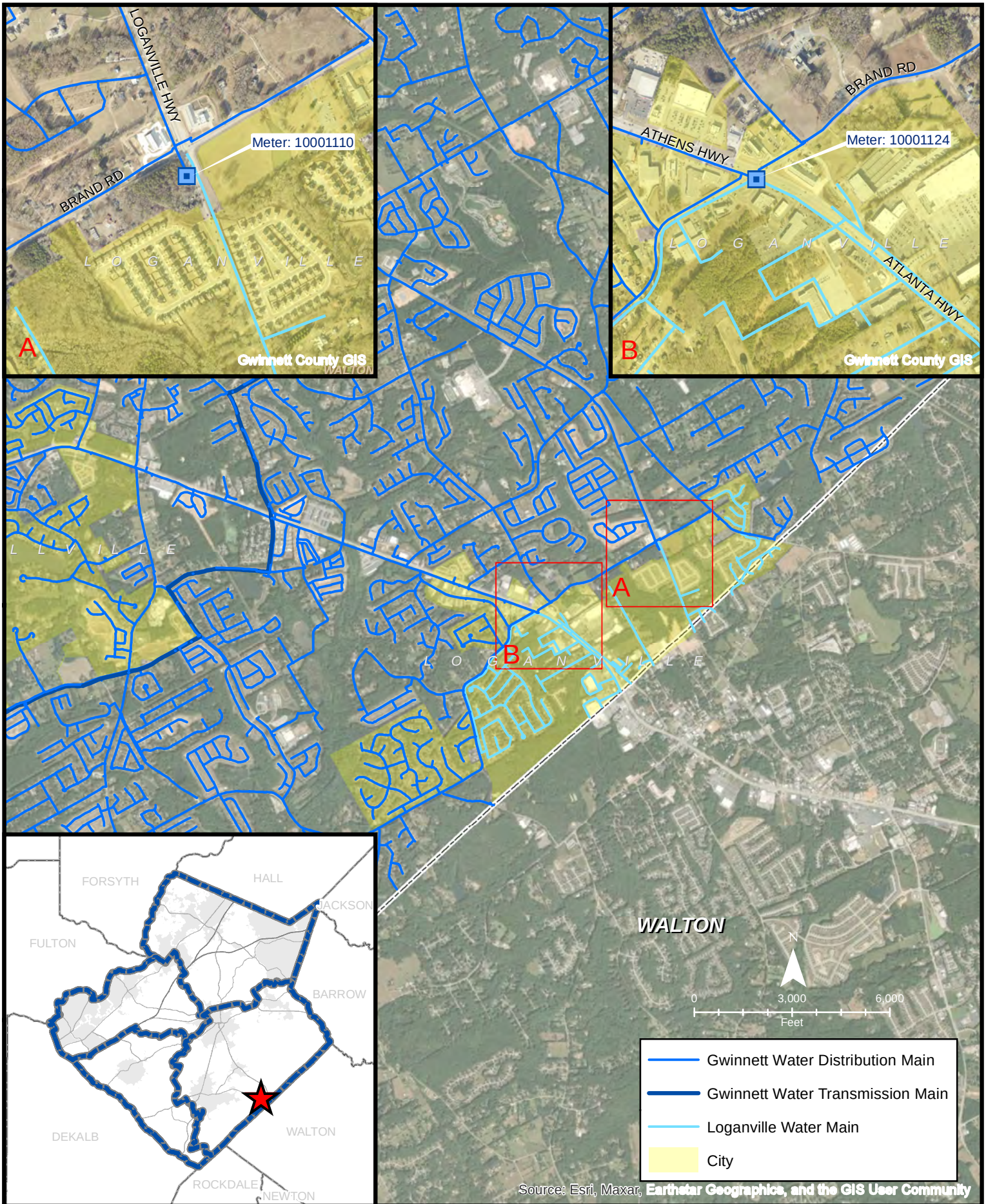
NOTARY:

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Unofficial witness

[Notarial seal]

Approved as to Form



**EXHIBIT A**  
**City of Loganville Emergency Water Usage**



## EXHIBIT B

GWINNETT COUNTY  
WATER RESOURCES

### DWR RATES AND FEE SCHEDULE JANUARY 2026

| Residential Accounts - Monthly Charges and Fees (Note 1) |                       |                   |                                             |                                                  |                                             |                                              |
|----------------------------------------------------------|-----------------------|-------------------|---------------------------------------------|--------------------------------------------------|---------------------------------------------|----------------------------------------------|
| Meter                                                    | Base Charges (Note 2) |                   | Water Usage Rates (Note 3)                  |                                                  |                                             | Sewer Rates                                  |
|                                                          |                       |                   | Tier 1                                      | Tier 2                                           | Tier 3                                      |                                              |
| Meter Size                                               | Base Water Charge     | Base Sewer Charge | Cost per 1,000 Gallons<br>(0-8,000 Gallons) | Cost per 1,000 Gallons<br>(8,001-12,000 Gallons) | Cost per 1,000 Gallons<br>(12,001+ Gallons) | Sewer Charge per 1,000 Gallons of Water Used |
| 3/4"                                                     | \$7.50                | \$7.50            | \$5.78                                      | \$8.67                                           | \$11.56                                     | \$9.43                                       |
| 1"                                                       | \$16.50               | \$7.50            | \$5.78                                      | \$8.67                                           | \$11.56                                     | \$9.43                                       |
| 1 1/2"                                                   | \$27.00               | \$7.50            | \$5.78                                      | \$8.67                                           | \$11.56                                     | \$9.43                                       |
| 2"                                                       | \$52.50               | \$7.50            | \$5.78                                      | \$8.67                                           | \$11.56                                     | \$9.43                                       |

#### Notes

1. The monthly billing cycle represents the time between two consecutive bills issued from Gwinnett County Water Resources and typically ranges from 28 – 33 days as needed to account for holidays, weekends, and meter reading schedule. It does not necessarily follow a calendar month specifically.
2. The monthly base charge for all service types provided. All sewer accounts will be charged a monthly sewer base fee and a water base fee.
3. The tiered rates are calculated in an escalating manner. For example, if a customer used 9,000 gallons of water, Tier 1 rates would apply to the first 8,000 gallons, and Tier 2 rates would apply for the next 1,000 gallons. Tier 2 rates would not apply to the entire volume.