Consent Agenda #12

COUNTY AGENDA REQUEST

Department:	Board of Commissioners	Presenter(s):	Chairman Steve Brown
Meeting Date:	Thursday, August 28, 2014	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request to adopt the Agreement on Governance of the Fayette County Development Authority.

Background/History/Details:

During the 2014 Board of Commissioner's Retreat, discussion was had concerning the need to restructure the make-up of the Fayette County Development Authority. This need to restructure the authority was based off of a previous agreement allowing the Peachtree City Development Authority to designate one of its members to the Fayette County Development Authority. However, the Peachtree City Development Authority was disbanded; leaving no appointment from that authority on the Fayette County Development Authority.

The proposed Agreement on Governance of the Fayette County Development Authority now authorizes the Mayor and Council of Peachtree City to appoint one taxpayer residing in the City of Peachtree City to serve as a member on the Fayette County Development Authority.

The Agreement also removes the appointment from the Peachtree City Airport Authority from being only the Chairperson of the Airport Authority and, instead, allows that one member of the Peachtree City Airport Authority can be designated to the Fayette County Development Authority.

What action are you seeking from the Board of Commissioners?

Approval of staff's request to adopt the Agreement on Governance of the Fayette County Development Authority.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Not Applicable	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

All necessary municipalities and the Airport Authority have signed the Agreement. This is an example of all jurisdictions working together for the betterment of economic and development opportunities throughout Fayette County.

Development Authority Agreement

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of Peachtree City. Thereafter, all succeeding terms shall be for a period of four (4) years.

B. All parties agree that ~~the~~ ~~chairman~~ one member of the Peachtree City Airport Authority shall serve as a member of the Fayette County Development Authority, such ~~membership~~ member to be designated by majority vote of the Peachtree City Airport Authority, such membership to run concurrently with his/her tenure as ~~chairman~~ a member of the Peachtree City Airport Authority; provided, however, that at the end of each calendar year, or upon the occurrence of a vacancy in this position, the Peachtree City Airport Authority, by majority vote, shall have the right to designate a different member of the Peachtree City Airport Authority for this position for the ensuing year, or the remainder of the calendar year, as the case may be. If no such designation occurs, the previously designed member shall continue to serve until a successor shall be designated pursuant to the terms of this paragraph.

C. The Mayor and City Council of the City of Fayetteville shall appoint one (1) taxpayer residing in the City of Fayetteville to serve as a member of the Fayette County Development Authority, such member to serve for a term of four (4) years or until his/her successor is duly appointed; provided, however, that in the event the City of Fayetteville should activate a development authority, then the right of appointment given to the City of Fayetteville herein shall immediately

Development Authority Agreement

Document Approved by All Parties

STATE OF GEORGIA

COUNTY OF FAYETTE

AGREEMENT ON GOVERNANCE OF THE FAYETTE COUNTY DEVELOPMENT AUTHORITY

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between Fayette County, acting by and through its Board of Commissioners (hereinafter sometimes referred to a the "County"), and the City of Peachtree City, acting by and through its Mayor and Council (hereinafter sometime referred to as "Peachtree City"), and the Peachtree City Airport Authority, and the City of Fayetteville, acting by and through its Mayor and City Council (hereinafter sometimes referred to as "Fayetteville"), and the Town of Tyrone, acting by and through its Mayor and Town Council (hereinafter sometimes referred to as "Tyrone").

WHEREAS, the County, the Development Authority of Peachtree City, the Peachtree City Airport Authority, the City of Fayetteville, and the Town of Tyrone previously entered into an agreement dated February 27, 1997, providing for the organization and governance of the Development Authority of Fayette County, Georgia, now known as the Fayette County Development Authority, a nine member board established by Fayette County; and

WHEREAS, the Development Authority of Peachtree City has become inactive and has no functioning officers; and

WHEREAS, it is the desire of the parties to the original agreement to substitute Peachtree City for the Development Authority of Peachtree City as a party thereto; and

WHEREAS, the County, the Peachtree City Airport Authority, Fayetteville, Peachtree City, and Tyrone agree that it is necessary for the various development authorities and municipalities within Fayette County to work together in a coordinated effort to promote economic development within all areas of the county and for the general welfare of all the county residents; and

WHEREAS, to achieve such a united effort, the County has previously established a board of nine (9) members to constitute and govern the Fayette County Development Authority.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1.

The Fayette County Development Authority will be responsible for funding economic development efforts throughout all of Fayette County, including those various municipalities contained therein and named above, to the extent it is funded by the Fayette County Board of Commissioners.

2.

In exchange for the funding efforts of the Fayette County Development Authority, the parties agree that the Fayette County Development Authority will have the right of first refusal on all projects which require financing to develop within Fayette County.

3.

Should the Fayette County Development Authority choose not to issue bonds to finance any project within a reasonable period of time, then any other municipal development authority will have the right to finance such project and issue any bonds within its own designated jurisdiction.

4.

A. The Mayor and Council of the City of Peachtree City shall appoint one (1) taxpayer residing in the City of Peachtree City to serve as a member of the Fayette County Development Authority, such member to serve for a term of four (4) years or until his/her successor is duly appointed; provided, however, that in the event the City of Peachtree City should activate a development authority, then the right of appointment given to the City of Peachtree City herein shall immediately lapse, and any unexpired term of the appointee of the City of Peachtree City shall immediately terminate. The initial member from Peachtree City shall serve the remainder of the unexpired term originally allocated to the Development Authority

of Peachtree City. Thereafter, all succeeding terms shall be for a period of four (4) years.

B. All parties agree that one member of the Peachtree City Airport Authority shall serve as a member of the Fayette County Development Authority, such member to be designated by majority vote of the Peachtree City Airport Authority, such membership to run concurrently with his/her tenure as a member of the Peachtree City Airport Authority; provided, however, that at the end of each calendar year, or upon the occurrence of a vacancy in this position, the Peachtree City Airport Authority, by majority vote, shall have the right to designate a different member of the Peachtree City Airport Authority for this position for the ensuing year, or the remainder of the calendar year, as the case may be. If no such designation occurs, the previously designated member shall continue to serve until a successor shall be designated pursuant to the terms of this paragraph.

C. The Mayor and City Council of the City of Fayetteville shall appoint one (1) taxpayer residing in the City of Fayetteville to serve as a member of the Fayette County Development Authority, such member to serve for a term of four (4) years or until his/her successor is duly appointed; provided, however, that in the event the City of Fayetteville should activate a development authority, then the right of appointment given to the City of Fayetteville herein shall immediately

lapse, and any unexpired term of the appointee of the City of Fayetteville shall immediately terminate.

D. The Mayor and Town Council of the Town of Tyrone shall appoint one (1) taxpayer residing in the Town of Tyrone to serve as a member of the Fayette County Development Authority, such member to serve for a term of four (4) years or until his/her successor is duly appointed; provided, however, that in the event the Town of Tyrone should activate a development authority, then the right of appointment given to the Town of Tyrone herein shall immediately lapse, and any unexpired term of the appointee of the Town of Tyrone shall immediately terminate.

5.

The County shall appoint five (5) additional members to the Fayette County Development Authority for four (4)-year terms.

6.

This Agreement shall commence immediately upon its execution and shall continue in effect until any party terminates this Agreement by giving ninety (90) days prior written notice.

7.

This Agreement supersedes any and all other agreements, either oral or in writing, between the contracting parties with respect to its subject matter; no other

agreement, statement, or promise between the parties hereto relating to the subject matter of this Agreement that is not contained herein shall be valid or binding unless in writing and signed by all parties.

8.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by and construed under the laws of the State of Georgia.

This Agreement has been executed at Fayette County, Georgia, the day and year first above written.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY

(SEAL)

By: _____
STEVE BROWN, Chairman

ATTEST:

_____
Floyd Jones, County Clerk

MAYOR AND COUNCIL FOR THE
CITY OF PEACHTREE CITY

(SEAL)

By: _____
VANESSA FLEISCH, Mayor

ATTEST:

_____
Betsy Tyler, City Clerk

MAYOR AND COUNCIL FOR THE
CITY OF FAYETTEVILLE

(SEAL)

By: _____
GREG CLIFTON, Mayor

ATTEST:

_____
Anne Barksdale, City Clerk

MAYOR AND COUNCIL FOR THE
TOWN OF TYRONE

(SEAL)

By: _____
ERIC DIAL, Mayor

ATTEST:

_____
Dee Baker, Town Clerk

PEACHTREE CITY AIRPORT
AUTHORITY

(SEAL)

By: _____
RICHARD WHITELEY, Chairman

ATTEST:

_____
Hope Macaluso, Airport Manager