COUNTY DEPARTMENT AGENDA REQUEST

Department:	Stormwater Management	Presenter(s):	Vanessa Birrell / Bryan Keller
Meeting Date:	Wednesday, August 5, 2009	Type of Request:	Old Business

Wording for the Agenda:

Update and continued discussion of creating a stormwater utility by the staff of the Stormwater Management Department.

Background/History/Details:

Stormwater Management is charged with identifying all operations and maintenance of the County's stormwater system including but not limited to identification and engineering of capital improvement projects, water quality management, regulatory compliance and program administration. Currently, Fayette County Stormwater Management functions at a minimal level given the constraints imposed by resource allocations. An assessment of the Stormwater Department's operational and financial aspects should be conducted in an effort to better manage our local water resources, keep citizens' and property safe from flooding, erosion and water pollution issues, and identify unknown problems and key opportunities. As future development occurs and the County's MS4 ages, there will be growing pressure to meet demands of deteriorating drainage infrastructure, regulatory water quality and floodplain requirements, and future land use planning.

Since this issue was last discussed, staff has met with other entities in the County to investigate the possibility of creating a joint utility with Brooks, Woolsey, and/or Tyrone. Staff will be recommending that a Stormwater Utility Feasibility Study be performed.

What action are you seeking from the Board of Commissioners?

Following this briefing, if the Board of Commissioners concurs that a feasibility study should be done, this item will be placed on the Board's August 13 Consent Agenda for approval.

If this item requires funding, please describe:

Funding for the Stormwater Utility Feasibility Study will be reallocated from authorized CIP projects.

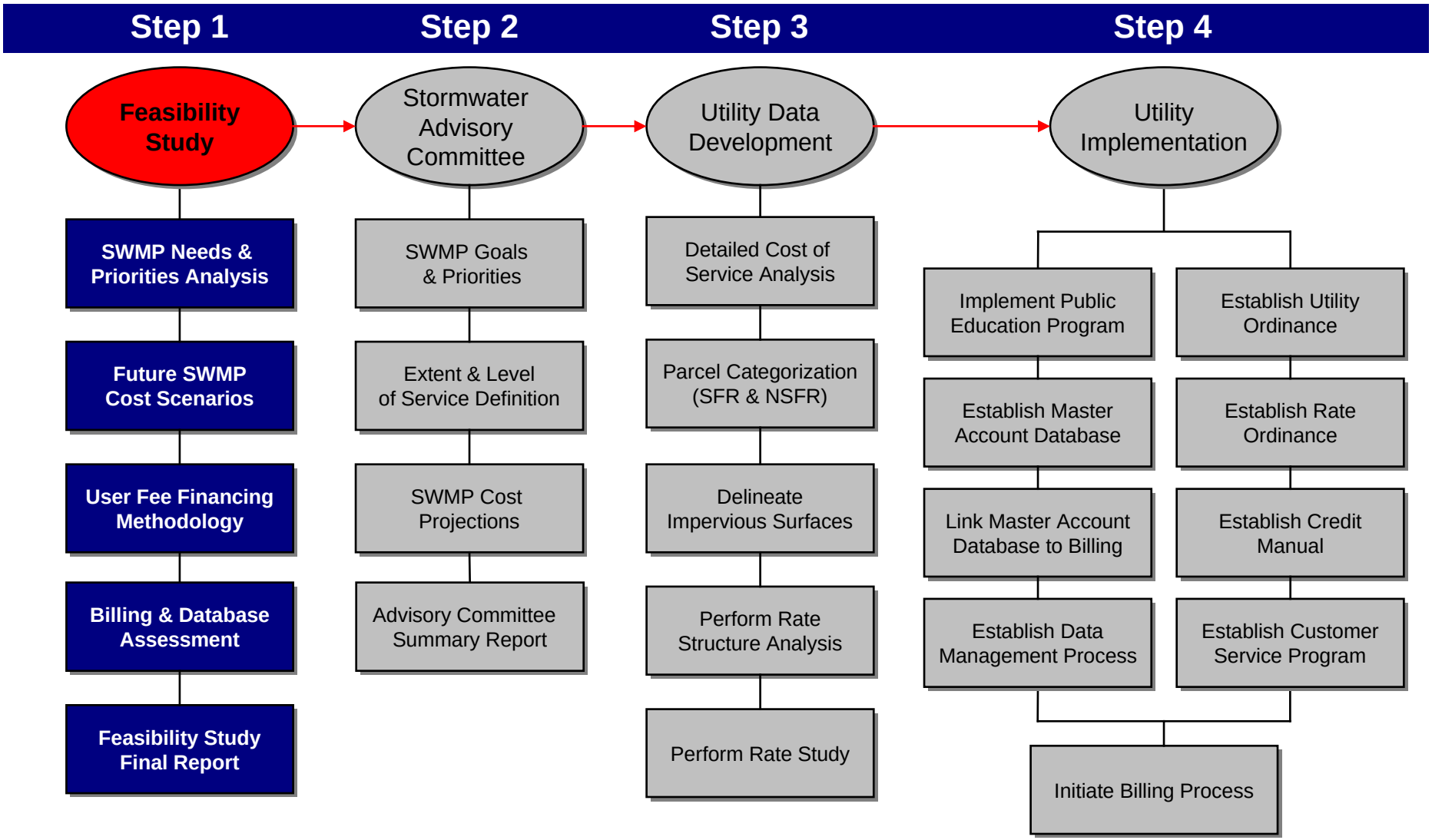
Has this issue come before the Commissioners in the past?	Yes	If so, when?	Thursday, February 12, 2009
Do you need audio-visual for the presentation?	No	Back-up Material Submitted?	Yes

STAFF USE ONLY

Approved by Finance	Yes	Reviewed by Legal	Yes
Approved by Purchasing	Yes	Approved by County Clerk	Yes
Administrator's Approval	Yes		

Staff Notes:

The Process of Creating a Stormwater Utility



STATE OF GEORGIA
COUNTY OF FAYETTE

MEMORANDUM OF AGREEMENT BETWEEN FAYETTE COUNTY, GEORGIA AND THE TOWN OF TYRONE, GEORGIA REGARDING A UNIFIED STORMWATER UTILITY FEASIBILITY STUDY

WHEREAS, Fayette County, the Town of Tyrone, the Town of Brooks and the Town of Woolsey share jurisdictional boundaries and have jurisdictionally shared watersheds.

WHEREAS, Fayette County, the Town of Tyrone, the Town of Brooks and the Town of Woolsey are planning to conduct a multi-jurisdictional stormwater utility feasibility study

NOW, THEREFORE, in consideration of the mutual interests Fayette County, the Town of Tyrone, the town of Brooks and the Town of Woolsey agree to coordinate their efforts to accomplish a multi-jurisdictional stormwater utility feasibility study (the study) :

I. PURPOSE.

The purposes of this memorandum is to facilitate open communication, provide a basis for sharing data or information, and establish an efficient and effective process to fulfill the study for Fayette County and the Town of Tyrone.

II. AUTHORITY.

Fayette County and the Town of Tyrone have authority to enter into this MOA pursuant to powers vested to each party by the General Assembly of the State of Georgia and the Constitution of the State of Georgia, including but not limited to Article 9, Section 3, ¶ 1.

III. GOVERNMENTS' SCOPE OF WORK & RESPONSIBILITIES.

A. Duties of Fayette County

Fayette County agrees to perform the following in accordance with this MOA:

1) Provide all available topographic, aerial photography, land use other available data for the consultant for use in performing the study.

B. Duties of the Town of Tyrone

The Town of Tyrone agrees to perform the following in accordance with the MOA:

1) Allow access to any information that may be valuable in performing the study.

IV. TERM.

This agreement shall commence upon execution by both parties and shall terminate upon completion of the work. In any event, this agreement shall expire no later than fifty (50) years after execution.

V. MODIFICATION

This Memorandum of Agreement may be modified or amended only by subsequent written documentation, signed by authorized representative(s) of the County and the Town, expressly stating the intention to amend this agreement.

VI. ACKNOWLEDGEMENT OF LEGAL RIGHTS AND INTERESTS.

Participation in this agreement shall not abrogate the legal rights or reserved interests of either party outside of the obligations of this agreement.

VII. GENERAL PROVISIONS.

a) The validity, interpretation and performance of this agreement with each of the obligations and duties set forth herein shall be governed by and interpreted under the laws of the State of Georgia.
b) This agreement may only be amended or modified in writing by authorized representative of each party.
c) This agreement constitutes the full and complete agreement between The Town of Tyrone and Fayette County. All promises, representations, terms, conditions, agreements, or other understandings related to the subjects addressed in this agreement are set forth in this document.
d) If any portion of this agreement is found to be unenforceable, the remainder of the agreement shall continue in full force and effect and bind the parties hereto.

VIII. This Memorandum of Agreement shall become effective and commence upon execution of the agreement by the initiating government parties.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on:

_____	_____	_____
MONTH	DAY	YEAR

TOWN OF TYRONE, GEORGIA	**FAYETTE COUNTY, GEORGIA**
By: _____	By: _____
Mayor	Chairman
Attest: _____	Attest: _____
Clerk	Clerk

STATE OF GEORGIA
COUNTY OF FAYETTE

MEMORANDUM OF AGREEMENT BETWEEN FAYETTE COUNTY, GEORGIA AND THE TOWN OF BROOKS, GEORGIA REGARDING A UNIFIED STORMWATER UTILITY FEASIBILITY STUDY

WHEREAS, Fayette County, the Town of Tyrone, the Town of Brooks and the Town of Woolsey share jurisdictional boundaries and have jurisdictionally shared watersheds.

WHEREAS, Fayette County, the Town of Tyrone, the Town of Brooks and the Town of Woolsey are planning to conduct a multi-jurisdictional stormwater utility feasibility study

NOW, THEREFORE, in consideration of the mutual interests Fayette County, the Town of Tyrone, the town of Brooks and the Town of Woolsey agree to coordinate their efforts to accomplish a multi-jurisdictional stormwater utility feasibility study (the study) :

I. PURPOSE.

The purposes of this memorandum is to facilitate open communication, provide a basis for sharing data or information, and establish an efficient and effective process to fulfill the study for Fayette County and the Town of Brooks.

II. AUTHORITY.

Fayette County and the Town of Brooks have authority to enter into this MOA pursuant to powers vested to each party by the General Assembly of the State of Georgia and the Constitution of the State of Georgia, including but not limited to Article 9, Section 3, ¶ 1.

III. GOVERNMENTS' SCOPE OF WORK & RESPONSIBILITIES.

A. Duties of Fayette County

Fayette County agrees to perform the following in accordance with this MOA:

1) Provide all available topographic, aerial photography, land use other available data for the consultant for use in performing the study.

B. Duties of the Town of Brooks

The Town of Brooks agrees to perform the following in accordance with the MOA:

1) Allow access to any information that may be valuable in performing the study.

IV. TERM.

This agreement shall commence upon execution by both parties and shall terminate upon completion of the work. In any event, this agreement shall expire no later than one (1) years after execution.

V. MODIFICATION

This Memorandum of Agreement may be modified or amended only by subsequent written documentation, signed by authorized representative(s) of the County and the Brooks, expressly stating the intention to amend this agreement.

VI. ACKNOWLEDGEMENT OF LEGAL RIGHTS AND INTERESTS.

Participation in this agreement shall not abrogate the legal rights or reserved interests of either party outside of the obligations of this agreement.

VII. GENERAL PROVISIONS.

a) The validity, interpretation and performance of this agreement with each of the obligations and duties set forth herein shall be governed by and interpreted under the laws of the State of Georgia.
b) This agreement may only be amended or modified in writing by authorized representative of each party.
c) This agreement constitutes the full and complete agreement between The Town of Brooks and Fayette County. All promises, representations, terms, conditions, agreements, or other understandings related to the subjects addressed in this agreement are set forth in this document.
d) If any portion of this agreement is found to be unenforceable, the remainder of the agreement shall continue in full force and effect and bind the parties hereto.

VIII. This Memorandum of Agreement shall become effective and commence upon execution of the agreement by the initiating government parties.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on:

_____	_____	_____
MONTH	DAY	YEAR

TOWN OF BROOKS, GEORGIA	**FAYETTE COUNTY, GEORGIA**
By: _____	By: _____
Mayor	Chairman
Attest: _____	Attest: _____
Clerk	Clerk

STATE OF GEORGIA
COUNTY OF FAYETTE

MEMORANDUM OF AGREEMENT BETWEEN FAYETTE COUNTY, GEORGIA AND THE TOWN OF WOOLSEY, GEORGIA REGARDING A UNIFIED STORMWATER UTILITY FEASIBILITY STUDY

WHEREAS, Fayette County, the Town of Tyrone, the Town of Brooks and the Town of Woolsey share jurisdictional boundaries and have jurisdictionally shared watersheds.

WHEREAS, Fayette County, the Town of Tyrone, the Town of Brooks and the Town of Woolsey are planning to conduct a multi-jurisdictional stormwater utility feasibility study

NOW, THEREFORE, in consideration of the mutual interests Fayette County, the Town of Tyrone, the town of Brooks and the Town of Woolsey agree to coordinate their efforts to accomplish a multi-jurisdictional stormwater utility feasibility study (the study) :

I. PURPOSE.

The purposes of this memorandum is to facilitate open communication, provide a basis for sharing data or information, and establish an efficient and effective process to fulfill the study for Fayette County and the Town of Woolsey.

II. AUTHORITY.

Fayette County and the Town of Woolsey have authority to enter into this MOA pursuant to powers vested to each party by the General Assembly of the State of Georgia and the Constitution of the State of Georgia, including but not limited to Article 9, Section 3, ¶ 1.

III. GOVERNMENTS' SCOPE OF WORK & RESPONSIBILITIES.

A. Duties of Fayette County

Fayette County agrees to perform the following in accordance with this MOA:

1) Provide all available topographic, aerial photography, land use other available data for the consultant for use in performing the study.

B. Duties of the Town of Woolsey

The Town of Woolsey agrees to perform the following in accordance with the MOA:

1) Allow access to any information that may be valuable in performing the study.

IV. TERM.

This agreement shall commence upon execution by both parties and shall terminate upon completion of the work. In any event, this agreement shall expire no later than one (1) years after execution.

V. MODIFICATION

This Memorandum of Agreement may be modified or amended only by subsequent written documentation, signed by authorized representative(s) of the County and the Woolsey, expressly stating the intention to amend this agreement.

VI. ACKNOWLEDGEMENT OF LEGAL RIGHTS AND INTERESTS.

Participation in this agreement shall not abrogate the legal rights or reserved interests of either party outside of the obligations of this agreement.

VII. GENERAL PROVISIONS.

a) The validity, interpretation and performance of this agreement with each of the obligations and duties set forth herein shall be governed by and interpreted under the laws of the State of Georgia.
b) This agreement may only be amended or modified in writing by authorized representative of each party.
c) This agreement constitutes the full and complete agreement between The Town of Woolsey and Fayette County. All promises, representations, terms, conditions, agreements, or other understandings related to the subjects addressed in this agreement are set forth in this document.
d) If any portion of this agreement is found to be unenforceable, the remainder of the agreement shall continue in full force and effect and bind the parties hereto.

VIII. This Memorandum of Agreement shall become effective and commence upon execution of the agreement by the initiating government parties.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on:

_____	_____	_____
MONTH	DAY	YEAR

TOWN OF WOOLSEY, GEORGIA	**FAYETTE COUNTY, GEORGIA**
By: _____	By: _____
Mayor	Chairman
Attest: _____	Attest: _____
Clerk	Clerk