COUNTY AGENDA REQUEST

Department:	Administration	Presenter(s):	Floyd Jones / Pete Frisina
Meeting Date:	Thursday, October 10, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fayetteville for the Use of County Property, including the sale or serving of Malt Beverages and Wine for the City of Fayetteville Main Street events.

Background/History/Details:

Several Fayette County departments, including the County Clerk, Buildings and Grounds, Planning and Zoning, and the County Administrator, have been considering and and in discussions with Fayetteville Main Street in an effort to allow Fayetteville Main Street to take over the administration of events on the following county properties: 1) Historic Courthouse Square located at 200 Courthouse Square) and the Fayette County Administrative Complex Parking Lot, including Heritage Park (located at 140 Stonewall Avenue West).

This agreement also seeks to allow permission for Fayetteville Main Street to sell and / or serve malt beverages and wine Fayette Main Street events that are held the Historic Courthouse Square grounds.

On October 4, 2013, the Fayetteville City Council approved the Intergovernmental Agreement under consideration.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fayetteville for the Use of County Property including the sale or serving of Malt Beverages and Wine for the City of Fayetteville Main Street events.

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	
Administrator's Approval			

Staff Notes:

This is an example of Fayette County working with the City of Fayetteville in an effort to streamline both organizations operations (thus saving taxpayer's money) while authorizing the Use of County Property, including the sale or serving of Malt Beverages and Wine for the City of Fayetteville Main Street events.

NEW BUSINESS:

1. **Fayetteville Mayor Greg Clifton and Director of Community Development Brian Wismer will discuss both the City of Fayetteville's Redevelopment Powers Referendum that will be voted on during the November 6, 2012 General Election, and the city's request to allow the consumption of alcohol on the Historic County Courthouse's lawn when authorized for use by the city.**

   Director of Community Development for the City of Fayetteville discussed two issues with the Board.

   The first discussion concerned the City of Fayetteville's Redevelopment Referendum which will be voted on at the November 6, 2012 General Election. Mr. Wismer explained what is entailed with the referendum and answered questions from the Board. City of Fayetteville Mayor Pro-Temp Paul Oddo informed the Board that he could speak on behalf of the City Council when he said that the City Council supports the referendum. The Board gave no direction and took no formal action based on this first request.

   The second discussion concerned the City of Fayetteville's request to allow the selling of alcohol on County property for events sponsored by the City of Fayetteville.

   County Attorney Scott Bennett told the Board that if it allowed the City of Fayetteville to sell alcohol, as requested, then the County would essentially be: 1) holding an event allowing private businesses to come in and compete with established businesses with no established way to determine which vendors are permitted to sell on County property, 2) allowing the City of Fayetteville to basically control when they are going to sell alcohol at the courthouse, and 3) opening the way for the Fayette Chamber of Commerce and the Economic Development Authority to also sell alcohol since it deletes the prohibition against alcohol sales. Mr. Bennett

also cautioned that the Board needed to consider the unintended consequences of permitting the sale of alcohol on County property. He emphasized that by allowing the City to sell alcohol on County property, the County would be turning over a certain amount of control of County property to the City, and the Board would not have a decision on who was allowed to sell on County property. Discussion followed.

The Board consented to not allow the selling of alcohol on County property as requested by the City of Fayetteville. Commissioner Brown dissented from the Board's decision saying he had no problem with the request so long as there was appropriate signage, all legal criteria would be enforced, and that there would be no serving to minors. The Board took no formal action based on this second request. A copy of the request, identified as "Attachment 4", follows these minutes and is made an official part hereof.

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE

USE OF COUNTY OWNED PROPERTY AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2013 by and between the CITY OF FAYETTEVILLE, a municipality duly incorporated in the State of Georgia, acting by and through its duly elected Mayor and Council, hereinafter referred to as the "City", and FAYETTE COUNTY, a political subdivision in the State of Georgia, acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", for the use of certain County owned properties.

WITNESSETH:

WHEREAS, the City holds events on certain County owned properties, specifically these properties are the Old Courthouse and Square (200 Courthouse Square) and the Fayette County Administrative Complex and grounds including Heritage Park (140 Stonewall Avenue West); and

WHEREAS, the City and County desire by this writing to set forth the terms of their agreement for the City use of aforementioned County owned properties;

NOW, THEREFORE, for an in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, both parties agree as follows:

Section 1. Legal Authority

1.1 This Agreement shall constitute a biding, legal contract 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. Each of the parties herein covenants 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.

Section 2. Consent of the County

2.1 The County hereby consents to allow the City to hold and coordinate events on the aforementioned County owned properties through this agreement in return of the City meeting all stipulations set forth in this agreement. The County has the right of first refusal on any planned city events or activities of any kind.

Section 3. Stipulations

3.1 All applications require a two (2) week notice prior to any event being held. The City shall notify and get written approval from the County Administrator or his/her designee of any City event not included in this agreement (See Attachment A). Notice of event dates reflected in Attachment A will be provided at the beginning of each calendar year for scheduling purposes to the County Administrator or his/her designee.

3.2 The City shall provide security for any event via the Fayetteville Police Department and ensure coordination on such events with the county Marshal's Department.

3.3 The City shall submit a certificate of insurance for all non-City, sponsored events to the County Administrator or his/her designee no later than two (2) weeks prior to the event. The County shall be listed with respect to general liability in the amount of $1,000,000.

3.4 The City shall provide for trash collection and disposal at the event and shall remove all trash and litter from the County owned properties after the event.

3.5 The City shall reimburse the County on an event basis for bathroom supplies (i.e. toilet paper, soap, paper towels, etc.) used in bathrooms of the Fayette County Administrative Complex based upon the cost reimbursement (See Attachment B). Payments shall be made to the County on a bi-annual basis.

3.6 The City shall not allow for the anchoring of tents and shade tarps that require driving stakes into County property.

3.7 The City shall not allow anchoring tents or shade tarps by tying said items to trees, shrubs, or light poles in or around the aforementioned properties.

3.8 The City shall consult with the County Administrator or his/her designee for any large structures, including large tent covers or stages, that are to be located at the aforementioned properties.

3.9 The City shall notify the County of any special needs for electrical power, above and beyond what is currently provided, for the County's review.

3.10 The County shall allow the sale of malt beverages and wine at events on the Old Courthouse Square grounds under the following stipulations:

a. The event shall be a City sponsored event;

b. The City shall issue the permit for the sale of malt beverages and wine and ensure the vendor meets all applicable laws and regulations of the State of Georgia and Fayette County;

c. The City will ensure that the serving and consumption area be cordoned off by a temporary barrier with police security at each area of ingress and egress; and

d. Signs shall be posted informing patrons that they may not consume the malt beverages and wine outside of the cordoned area.

3.11 The City shall pay the County an amount equal to twenty-five 25% of any fees collected for any events on County property not reflected in Attachment A. Payments shall be made to Fayette County no later than thirty (30) days after any such events.

3.12 The City shall administer the placement of signs at the Historic County Courthouse grounds.

Section 4. Indemnification.

4.1 To the extent allowed by law, the City shall indemnify the County against any losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses, including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by the County in connection with or resulting from any claim, action, suit, or proceeding arising out of or in conjunction with the performance by the City of its duties and responsibilities under this Agreement.

Section 5. Term of Contract.

5.1 This agreement shall begin on the Effective Date as set forth on the Agreement page of the contract, and continue through June 30, 2014. Thereafter, this agreement may be renewed by the County for one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term), which renewal will be by letter or other written correspondence from the County to the City sixty (60) days prior to expiration of the Initial Term or then then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

Section 6. Miscellaneous.

6.1 This Agreement shall constitute the entire agreement of the parties. No representations not contained herein have been relied upon or shall be binding upon either of the parties hereto. This Agreement may not be modified except by written agreement signed by both parties.

IN WITNESSS WHEREOF, the City and the County have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

FAYETTE COUNTY

By:_____

STEVE BROWN, Chairman

ATTEST:

_____

Floyd Jones, County Clerk

THE CITY OF FAYETTEVILLE

By:_____

GREG CLIFTON, Mayor

ATTEST:

_____
Anne Barksdale, City Clerk

Attachment A

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE

AUTHORIZED FAYETTE MAIN STREET EVENTS

1. Fine Art Show on the Old Courthouse Lawn
2. Taste of Fayette
3. Chili Fest
4. Pumpkin Festival/Trick or Treat on Main Street *
5. Downtown Christmas Parade/Tree Lighting *
6. Lunch on the Lawn / Dinner on the Lawn
7. Fayette Market Days *

All events signified with an asterisk (*) are not permitted for the sale of malt beverages and wine at the Old Courthouse Square grounds as provided in Section 3. Stipulation 3.10 and subsections a-d.

Attachment B

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE

STONEWALL INVENTORY COST REIMBURSEMENT

Women's Restroom:

1. Rolls toilet tissue - $3.77
2. Multi fold packs paper towels - $ 1.35
3. Hard roll paper towels - $2.80
4. Bag in box soap - $3.39

Men's Restroom:

1. Rolls toilet tissue - $3.19
2. Multi fold packs paper towels - $1.35
3. Hard roll paper towels - $2.80
4. Bag box soap - $3.39