

RESOLUTION NO. 45

RESOLUTION APPROVING THE *INTERLOCAL AGREEMENT* ESTABLISHING A JOINT ECONOMIC AND COMMUNITY BOARD IN WEAKLEY COUNTY

WHEREAS, Section 5-1-113, *Tennessee Code Annotated* provides that the County Commission may authorize an interlocal agreement to establish a joint economic and community development board in Weakley County; and

WHEREAS, the purpose of the Board is to foster communication relative to economic and community development between and among governmental entities, industries and private citizens; and

WHEREAS, the parties to this agreements are as follows:

- County of Weakley, Tennessee
- City of Dresden, Tennessee
- City of Gleason, Tennessee
- City of Greenfield, Tennessee
- City of Martin, Tennessee
- City of Sharon, Tennessee; and

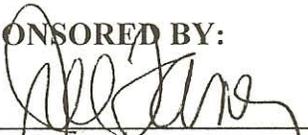
WHEREAS, the a proposed *Interlocal Agreement* is attached to this resolution and incorporated herein by reference as Exhibit A; and

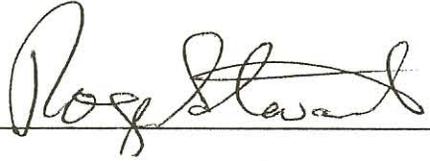
WHEREAS, it is in the best interest of the County, its citizens and the aforesaid municipalities to enter said *Interlocal Agreement* in compliance with said statute for the purposes and on the terms and conditions therein contained;

NOW, THEREFORE, BE IT RESOLVED that the aforesaid proposed *Interlocal Agreement* (Exhibit A) be, and same hereby is, APPROVED and affirmed as an agreement of Weakley County, Tennessee.

BE IT FURTHER RESOLVED that the County Executive be, and hereby is, authorized to execute said *Interlocal Agreement* on behalf of the County and to participate with said municipalities in accordance with the terms thereof.

Pursuant to the Rules of the Commission, this Resolution is sponsored by the following members of the Weakley County Board of County Commissioners:

SPONSORED BY:  
  
\_\_\_\_\_

  
\_\_\_\_\_

ACKNOWLEDGED AND APPROVED:  
  
\_\_\_\_\_

Chairman, Legislative Committee

Motion made by Commissioner Stewart that the foregoing resolution be adopted:

Motion seconded by Commissioner Phebus.

Upon being put to a roll call vote, motion carried by a vote of 18 Yeas, 0 Nays,  
0 Passed and 2 Absent.

ATTESTED:  
  
Pat Scarbrough, County Clerk

APPROVED:  
  
Ron Gifford, County Executive

THIS THE 26<sup>TH</sup> DAY OF MARCH, 2001

**PROPOSED  
INTERLOCAL AGREEMENT TO ESTABLISH A JOINT ECONOMIC AND  
COMMUNITY DEVELOPMENT BOARD IN WEAKLEY COUNTY**

This Interlocal Agreement is made and entered into by and between the parties stated.

**PARTIES**

The parties to this Agreement shall be referred to as the participating governments and are as follows:

The County of Weakley, Tennessee  
City of Dresden, Tennessee  
City of Gleason, Tennessee  
City of Greenfield, Tennessee  
City of Martin, Tennessee  
City of Sharon, Tennessee

**RECITALS**

This Interlocal Agreement is authorized by Tennessee Code Annotated, Section 5-1-113.

**AGREEMENTS**

A. NAME. There is hereby created the Joint Economic and Community Development Board of Weakley County, Tennessee, hereinafter referred to as the Board.

B. PURPOSE. The purpose and mission of the Board shall be as follows:

1. To develop, recommend, and direct a strategic plan of policies and actions that improve the economic well-being of the community and those activities and services which support economic growth and improve the quality of life of the community's members.
2. To encourage an entrepreneurial spirit among present businesses and citizens.
3. To help spawn expansions of local industry and businesses.
4. To seek out those enterprises which support the development of the future as outlined in the strategic plan for the purpose of enticing them to locate in Weakley County.
5. To foster an open communication among all groups in the county concerned with economic development including, but not limited to: residents; present industry and businesses; governments; educators; public and private developers; and other public organizations.
6. To develop recommendations regarding economic and community development and to advise the legislative bodies of the participating governments of those recommendations.
7. To recommend to the participating governments legislation related to the accomplishment of the Board's purpose.

C. MEMBERSHIP OF THE BOARD. The membership of the Board shall be composed and selected as follows:

1. The County Executive of Weakley County, Tennessee.
2. Three County Commissioners elected annually by the Board of County Commissioners of Weakley County, Tennessee.
3. The Mayors of the Cities of Dresden, Gleason, Greenfield, Martin, and Sharon, Tennessee.
4. The Chair of the Weakley County Industrial Board.
5. All members of the Weakley County Chamber of Commerce Board of Directors except for the three members at large.
6. There is to always to be at least one member of the Board who owns land in Weakley County qualifying for classification and valuation under Tennessee Code Annotated, Title 67, Chapter 5, Part 10 (Greenbelt). In the event no member of the Weakley County Chamber of Commerce Board of Directors, who is eligible to serve on this Board, meets these requirements, the County Executive will annually designate a person to serve on the Board who does meet such qualifications.

D. TERMS OF BOARD MEMBERS.

1. All board members will serve by virtue of their positions in government, their positions on the Weakly County Industrial Board, and their positions on the Weakley County Chamber of Commerce Board of Directors.
2. None of these positions involve terms longer than four (4) years. Membership on the Weakley County Chamber of Commerce Board of Directors is on a staggered basis except for those who serve by virtue of their position (i.e. the County Executive and Mayors).
3. If they are reelected to their positions, they may continue to serve on the Board.
4. Representatives of UTM, WCMES, WTPUD, Farm Bureau, and Weakley County Extension Services who serve on the Weakley County Chamber of Commerce Board of Directors will be considered to be appointed annually to the Chamber Board by the organizations they represent for purposes of determining the length of their term on this Board. Ex officio members of the Weakley County Chamber of Commerce Board of Directors will serve annual terms on this Board if appointed by the President of the Chamber Board.
5. In the event of a vacancy on the Board, the positions will be filled by whatever method used by either the Weakley County government, applicable city government, or the Weakley County Chamber of Commerce to fill such vacancies as they may occur.

E. RESPONSIBILITES OF THE BOARD. The responsibilities of the Board shall be as follows:

1. To set policy and priorities.
2. To approve an annual operating budget and request from participating governmental bodies as set forth in the BUDGETS paragraph herein.

3. To hire and/or terminate employees of the organization or contract with other organizations for the necessary administration and management of Board activities and responsibilities.
4. To develop and maintain a strategic, long-range economic and community development plan.
5. To coordinate economic and community development activities with existing governmental agencies.
6. To make periodic progress and status reports to appropriate governmental bodies.
7. To hold regular meetings, the frequency of which must be at least quarterly.
8. To annually elect officers to positions as needed. At least the following officers shall be elected: Chair, Vice-Chair, and Secretary Treasurer. The Chair shall call regular and special meetings of the Board and Executive Committee and preside over all meetings. The Vice-Chair shall serve in the Chair's absence. The Secretary Treasurer shall keep minutes of all meetings and shall serve as chief financial officer. The Chair and Vice-Chair must be regular members of the Board; the Secretary Treasurer may be an ex-officio member.
9. To appoint ad hoc committees, advisory groups, and ex-officio members as deemed desirable.
10. To perform other duties as may be assigned by the participating governments.

F. EX-OFFICIO MEMBERS OF BOARD. The following shall be ex-officio non-voting members of the Board by virtue of their positions:

1. Executive Director of the Weakley County Chamber of Commerce.
2. Executive Director of the Martin Economic Development Corporation.
3. The Chairman of the Board of the Weakley County School System.
4. The Board may provide for additional ex-officio non-voting members on such terms and conditions as the Board deems desirable.

G. COMPOSITION OF EXECUTIVE COMMITTEE. The Executive committee shall be composed of the following members:

1. The President and President-Elect of the Weakley County Chamber of Commerce,
2. County Executive of Weakley County, Tennessee,
3. The Mayor's of the Cities of Dresden, Gleason, Greenfield, Martin, and Sharon, Tennessee,
4. A county commissioner selected annually by the Board of County Commissioners of Weakley County, Tennessee,
5. If different from any of the above persons, the Chair, Vice-Chair, and Secretary Treasurer of the Board. If the Secretary Treasurer is an ex-officio member of the board, they will also be an ex-officio member of the Executive Committee.

H. RESPONSIBILITIES OF EXECUTIVE COMMITTEE. The board shall have an Executive Committee, which shall have the following responsibilities:

1. To administer policies of the Board,
2. To recommend an annual operating budget to the Board,
3. To recommend the hiring and/or termination of employees of the organization,

4. To supervise the daily operations of the organization,
5. To hold regular meetings, the frequency of which must be at least eight times per year,
6. To meet on call as often as needed in addition to regular meetings,
7. To annually select officers of the Executive Committee. The Chair, Vice-Chair, and Secretary Treasurer of the Board will hold similar positions on the Executive Committee. Other officer positions will be selected as needed.

I. TERMS OF EXECUTIVE COMMITTEE MEMBERS.

Members shall serve by virtue of their positions.

J. FUNDING.

The activities of the Board shall be jointly funded by the participating governments. The formula for determining the amount of funds due from each participating government shall be determined by adding the population of the entire county as established by the Federal Decennial census to the populations of each city as determined by the last Federal Decennial census, or Special Census as provided for in T.C.A. Section 6-51-114, and then determining the percentage that the population of each government entity bears to the total amount.

In the event a Special Census has been certified pursuant to Tennessee Code Annotated 6-51-114 during the five (5) year period following certification of the last Federal Decennial Census, the formula shall be adjusted by the Board to reflect the result of the Special Census. However, the Board shall only make such an adjustment during the fifth year following the certification of a Federal Decennial Census. Pending completion of the 2000 Federal Decennial Census, the contribution percentages of each government shall be as follows:

Dresden	8.60%
Gleason	4.39%
Greenfield	6.58%
Martin	28.92%
Sharon	3.27%
Weakley County	48.24%

The Board is authorized to accept and expend donations, grants and payments from persons and entities other than the participating governments.

K. BUDGETS.

An annual budget to fund the activities of the Board shall be recommended by the Executive Committee to the Board which shall adopt a budget before the first day of April of each year. The funding formula percentages established in the FUNDING section above shall then be applied to the total amount budgeted by the Board as the participating governments' contributions for the ensuing fiscal year. The budget and a statement of the

amount due from each participating government shall be immediately filed with the appropriate officer of each participating government. In the event a participating government does not fully fund its contribution, the Board may establish and impose such sanctions or conditions as it deems proper.

#### L. MISCELLANEOUS PROVISIONS.

1. **QUORUM.** A Quorum shall be a majority of the members of the Board, the executive committee or subcommittees thereof, as applicable.
2. **MOTIONS and RULES of ORDER.** A motion shall be deemed approved if it receives the affirmative votes of a majority of the members present and voting. Business of the Board and Executive Committee will be conducted according to the latest issue of the Roberts Rules of Order.
3. **ELECTIONS.** A person shall be deemed elected if he receives the votes of a majority of the members present and voting.
4. **COUNTY AGENCY.** The Board shall be an agency of Weakley County Government and its employees, if any, shall be Weakley County employees eligible for all benefits available to other Weakley County employees. Specifically for the purposes of the Governmental Tort Liability Act, the Board shall be considered an agency of Weakley County Government and its employees and agents shall be accorded and subject to such rules, benefits and protections as may be provided other agencies of Weakley County Government.
5. **ACCOUNTS.** The Board shall maintain an account separate and apart from the accounts and funds of each of the participating governments or organizations with which the Board has contracted for services. Funds remaining in the account of the Board at the end of each fiscal year shall not revert to any of the participating governments but shall specifically remain funds and property of the Board. The Board shall not have the authority to bind or obligate the funds or assets of the participating governments. The Board shall likewise have no power to pledge the general credit or taxing power of a participating government.
6. **SUCCESSORS.** In the event the structure of a participating government changes, or in the event an organization that elects or appoints members to the Board becomes non-functional in the opinion of the Board, the Board shall designate substitute persons to serve on the Board for a period not to exceed one year during which time amendments to this Agreement may be proposed and approved by the participating governments.
7. **FISCAL YEAR.** The fiscal year of the Board shall begin on the first day of July of each year.
8. **FISCAL STANDARDS.** The Board shall meet the financial, accounting, and purchasing standards established by law for Weakley County and shall utilize the services of the purchasing agent of Weakley County. The Board shall establish the amount of Fidelity Bonds

for all persons authorized to disburse funds of the Board and may provide for the payment of the premium for such Bonds from the assets of the Board.

9. EMPLOYEES. The Board may employ and pay compensation to such employees and agents, including professional service providers, as the Board shall deem desirable.

10. OPEN MEETINGS. All meetings of the Board shall be open to the public after reasonable notice thereof is publicly posted.

#### M. AMENDMENTS.

This Agreement may be amended by the adoption of any such amendments by the legislative bodies of the participating governments.

#### N. DISSOLUTION.

The Board shall be dissolved and this Agreement terminated in the event the legislative bodies of Weakley County and the Cities of Dresden, Gleason, Greenfield, Martin, and Sharon, Tennessee approve such dissolution by majority vote. However, no motion to dissolve nor to withdraw from participation shall become effective for the ensuing fiscal year unless notice thereof is given to the other participating governments at least (6) months prior to the beginning of the Board's fiscal year. Upon the dissolution of the Board, all funds remaining in the Board's account shall be paid to the participating governments according to the funding formula established by the FUNDING section above, which is then in effect.

#### O. EFFECTIVE DATE.

This Agreement shall become effective upon its approval by the body of Weakley County, Tennessee and the legislative bodies of the Cities of Dresden, Gleason, Greenfield, Martin, and Sharon. The Board may provide for the inclusion of representatives of any additional cities incorporated in Weakley County. This Agreement shall become effective as to any such additional city upon its approval by the legislative body of any such city.

#### P. EXECUTION.

The participating governments evidence their approval of this Agreement by the signatures below of the authorized representatives of such participating governments. By such signatures, each officer executing this Agreement and each participating government represents to the other participating governments that this Agreement has been duly and lawfully approved by the participating government they represent.

Within thirty days of approval of the participating governments, the County Executive is directed to call an organizational meeting.