

CITY OF HAMPTON

STATE OF GEORGIA

**RESOLUTION NO. 2022-37**

**A RESOLUTION TO AUTHORIZE THE CITY COUNCIL TO ENTER INTO A REVISED INTERGOVERNMENTAL AGREEMENT WITH THE HAMPTON DEVELOPMENT AUTHORITY; TO PROVIDE FOR REPEAL OF CONFLICTING RESOLUTIONS; TO PROVIDE AN ADOPTION AND EFFECTIVE DATE; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.**

**WHEREAS**, the duly elected governing authority of the City of Hampton, Georgia is the Mayor and Council thereof; and

**WHEREAS**, the City activated a Development Authority (hereinafter "HDA") in Resolution No. 20-23 on August 11, 2020; and

**WHEREAS**, the City entered into an intergovernmental agreement ("IGA") with the HDA in consideration of providing funding to the new HDA and to ensure accountability; and

**WHEREAS**, the City increased the number of members on the HDA Board from seven to nine by way of Resolution No. 2022-23 on August 9, 2022; and

**WHEREAS**, on October 5, 2022, the HDA approved a revised IGA, attached hereto, and incorporated by reference, to reflect the change in the number of HDA Board members; and

**WHEREAS**, the City desires to remain in contract with the HDA in light of the increased number of board members; and

**WHEREAS**, the revised IGA shall be approved for execution by the Mayor and take effect immediately; and

**BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council of the City of Hampton, Georgia, and by the authority thereof, the City adopt and approve the revised IGA, attached hereto and incorporated by reference, with the HDA which and authorize the Mayor to sign on behalf of the City to be effective immediately.

SO RESOLVED, this 11 day of October, 2022.

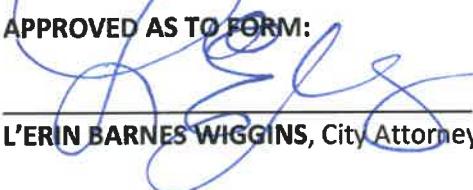
CITY OF HAMPTON, GEORGIA

  
ANN TARPLEY, Mayor

ATTEST:

  
RASHIDA FAIRLEY, City Clerk

APPROVED AS TO FORM:

  
L'ERIN BARNES WIGGINS, City Attorney

**REVISED AGREEMENT BETWEEN CITY OF HAMPTON, GEORGIA**  
**AND CITY OF HAMPTON DEVELOPMENT AUTHORITY**

This revised Agreement (the "Agreement") is made and entered into as of October 5, 2022, by and between the CITY OF HAMPTON, a Georgia municipal corporation ("City") and CITY OF HAMPTON'S DEVELOPMENT AUTHORITY, a non-profit corporation created under the laws of the State of Georgia (the "HDA"). The City and HDA are sometimes referred to in this Agreement individually as a "Party" or jointly as "Parties".

**WHEREAS**, the Parties desire to enter into this Agreement with one another and revise the June 2, 2021, Agreement to reflect changes in the HDA Board's composition; and

**WHEREAS**, pursuant to City Resolution 20-23 adopted by the City Council of the City (the "City Council") on August 11, 2020, the HDA was activated by the City to, among other things, consolidate the City's efforts in revitalization, growth, economic development and community redevelopment; and

**WHEREAS**, the City Council on August 9, 2022, amended the HDA's Board to provide for a nine-member board; and

**WHEREAS**, the HDA Board of Directors may consist of up to nine members all appointed and approved by a majority vote of the City Council; and

**WHEREAS**, the HDA Board regardless of its number is willing to continue to provide the services for the City and develop trade, commerce, industry and employment opportunities for the public good and general welfare of the City;

**WHEREAS**, the HDA will conduct all those duties and exercise their authority in accordance with O.C.G.A. § 36-62-1 *et seq.*;

**WHEREAS**, the City is willing to provide financial, legal, and administrative support to the HDA each budget cycle with the provision of personnel and funding at a rate to be determined from time to time by the majority vote of the Mayor and Council;

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and agreements herein contained, the sufficiency of which is hereby agreed to by the Parties, the Parties hereto agree as follows:

**1. Promotion of Development Activities in the City of Hampton.**

In exchange for legal, financial and/or administrative support to be provided by the City, the HDA shall develop trade, commerce, industry, and employment opportunities within the City through the recruitment of projects that promote the

economic development, revitalization and growth of the City. The HDA shall coordinate its activities, as appropriate, with affiliated organizations and the City, including but not limited to the Main Street Advisory Board, the Hampton Downtown Development Authority ("HDDA"), etc. All of these activities shall be provided for in the HDA's Business Plan as defined below.

The City and the HDA hereby agree that the Development Activities shall include, without limitation: (i) creating, promoting, coordinating, managing, administrating and implementing Development Activities as identified by the City; (ii) serving in part as contact for and coordinator with various City agencies, community and civic groups, and other stakeholders interested in the economic development, revitalization and growth of the City; (iii) providing general marketing services relating to the numerous program incentives and opportunities available to domestic and international businesses seeking to relocate to, remain, or expand in the City; (iv) planning and implementing strategies focusing on creating, attracting, and retaining domestic and international businesses within the City; (v) small business development, promotion of entrepreneurship, fostering creative industries retention and expansion, and curating innovation and entrepreneurship programs within the City; and (vi) such other economic development activities as the parties may reasonably agree for the term of this Agreement.

## **2. Administrative, Legal and Management Functions.**

To ensure continuity with the City's vision for economic development and compliance with legal, budget and audit responsibilities, the HDA shall employ the City's Financial Advisor as its financial advisor, the City's Financial Director as its Treasurer, the City Manager as its Executive Director, and the City Attorney as its Board Attorney. These appointments shall remain so long as no conflict exists.

To ensure compliance with State law provisions, the HDA shall employ Rashida Fairley as its secretary/clerk for the recording of minutes, preparation and posting of agendas, advertising of meetings, and any other administrative functions that may be required by law and/or requested by the Board.

All aforementioned appointments shall be subject to compensation additional to the services said individuals provide to the City. The additional compensation shall be at a rate determined by the HDA.

## **3. Annual Business Plan**

The HDA shall submit an annual Business Plan (the "Business Plan") to the City by September 1 of each year, containing a detailed proposed budget for the expenditure of the funds provided to the HDA by the City, and identification of activities with a statement of performance goals and standards for all activities contemplated pursuant to this Agreement. The City shall review and approve the

Business Plan within 60 days of its submittal to the City Council.

In the event the City fails to approve the Business Plan, the Business Plan approved in the immediate prior year shall be used until such time as a subsequent Business Plan is approved by the City. The City may provide recommendations and suggestions relating to the HDA's services and activities. However, the HDA shall be responsible for its day-to-day operations, decisions and implementation of the Business Plan.

The Business Plan shall contain a detailed budget predicated upon revenue estimates approved by the City. The HDA shall notify the City in writing of any significant change made to the Business Plan.

#### **4. City Funding for HDA Services**

In consideration of the services provided hereunder, the City hereby agrees to consider every budget cycle an annual appropriation to a City enterprise fund dedicated for HDA expenditures under the applicable State laws. The City shall submit a projection of its proposed annual contribution to the HDA by August 1 of each year, so that the HDA can include those figures in the Business Plan submitted to City each September 1. Funds provided shall only be used for lawful purposes under the Development Authority laws of the State of Georgia and for those items ancillary to ensure the successful performance of the HDA's duties which may include but is not limited to HDA training, supplies, publication fees, consultant fees, etc.

#### **5. Ownership of Assets**

Ownership of buildings and real estate will not be affected by this Agreement. Ownership of consumable assets (i.e., office supplies, technical and office equipment, furniture and fixtures) shall vest in the HDA who shall have discretion as to the purchase and sale thereof. Ownership of all intellectual property rights of whatever nature, including any rights subsequently acquired by the HDA, shall remain or be placed in the name of the HDA. Ownership of publications, brochures, and other inventories of similar materials shall remain with the HDA. However, production of said materials shall require approval by the City.

## **6. Records and Accounting**

The HDA through its treasurer shall maintain records and accounts that will allow the City to assure a proper accounting for all funds, including those acquired outside of this Agreement. The HDA shall make any and all records available for review by City and other authorized entities requiring such records. As the HDA shall employ the City's Financial Director as the HDA's treasurer, the HDA agrees that, semi-annually, it will cause the production of complete financial records relating to the preceding six months to the City and to the City's auditor. Such "financial records" shall include, but not necessarily be limited to, a balance sheet and income and expense reports. The financial records will be maintained by HDA for at least three (3) years, or such longer period, as may be required by law or regulation after the expiration of this Agreement.

## **7. Quality of Service**

The City shall have the right to require that any inappropriate practices be remedied or discontinued. Such rights by City shall extend, but not be limited, to the following functions and operations of HDA:

- a. Quality of Materials and Operations. All of HDA's literature, materials, brochures, or related items shall be of high quality and shall not contain any indecent, obscene or defamatory material. No materials protected by copyright or other intellectual property rights shall be produced, displayed or distributed without first acquiring the legal rights to do so.
- b. Quality of Equipment. All permanent or temporary facilities, supplies, equipment, fixtures or similar services, materials or equipment purchased or used by the HDA in furtherance of this Agreement shall be of good quality for service and intended use, and adequate for the function intended to be served. All permanently installed equipment and fixtures shall be of good quality and shall be fit for their intended use.
- c. Equal Opportunity. The HDA agrees that it will not discriminate against any business, employee, consultant, or applicant for employment on the basis of race, color, gender, sexual orientation, religion, veteran status, ancestry or national origin. The HDA and its consultants or employees shall not, in the performance of this Agreement, discriminate against any customer, potential customer, patron or other person on the basis of race, color, gender, sexual orientation, religion, ancestry, national origin or disability and shall provide services, facilities and other privileges to all such persons equally.

- d. Entry Into Spaces. The City reserves to itself and to the duly-authorized representatives of the City or other appropriate governmental agencies the right to enter upon and inspect the HDA's facilities and all equipment related to the performance of services hereunder upon 48-hour prior notice to HDA for the purposes of enforcing applicable business and health regulations and enforcing the provisions of this Agreement.
- e. Code of Ethics. The HDA shall remain in compliance with all Codes of Ethics as adopted by the City in Chapter 2, Article VII of the Hampton Code of Ordinances and as adopted by the State of Georgia, codified in Title 45, Chapter 10 of the Official State Code of Georgia. The HDA shall remain compliant with any and all applicable local, state and federal rules, laws, and policies.

## **8. Risk of Loss, Bonds and Insurance**

Risk of loss of all property, fixtures and personality used to provide promotional services shall be upon HDA. The HDA shall furnish any and all required bonds and insurance to remain in full force and effect throughout the term of this Agreement.

If bonds and insurance become unavailable or cost prohibitive, the City and the HDA shall negotiate an alternative acceptable to each.

## **9. Indemnification and Limitation of Liability**

Except to the extent that liabilities arise from the City or its employees, agents, or contractors' negligence or misconduct, the City agrees to indemnify, defend and protect the HDA and its officers, directors, agents and employees from and against and hold the HDA and its officers, directors, agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of: injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the Term related in any way to this Agreement.

## **10. Designated Representatives and Notices**

Representatives. Each Party hereby designates the following as its representative (and its "Designated Representative" for dispute resolution purposes) for the administration of this Agreement. Notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal delivery, facsimile, or by overnight delivery carrier and shall be deemed to be delivered up receipt. The addresses set forth below shall be the addresses used for notice purposes unless

written notice of a change of address is given.

HDA: Chair  
Hampton Development Authority  
17 E Main Street South  
Hampton, GA 30228

CITY: Alex Cohilas, City Manager  
City of Hampton  
17 E Main Street South  
Hampton, GA 30228  
[acohilas@hamptonga.gov](mailto:acohilas@hamptonga.gov)  
770.946.4306

#### **11. Term and Termination**

The term of this Agreement shall commence on the date of this Agreement and shall terminate absolutely and without further obligation on the part of the City on the last calendar day in the year which this Agreement is executed and at the close of each succeeding calendar year for which it may be renewed as provided herein. This Agreement shall automatically renew under the same terms and conditions for up to 5 full calendar years unless the HDA or the City gives notice of cancellation to the other party at least six (6) months prior to such renewal date. The initial term and any renewal terms are referred to herein as the "Term." Notwithstanding the foregoing, the City may terminate this Agreement at any time at its sole discretion upon 30 days written notice to the HDA.

Each of the HDA's contracts with vendors or supplies shall include language acknowledging the forgoing and the City's right to terminate this Agreement. Such contracts shall provide for (a) similar termination rights by the HDA and (b) the unilateral assignment of such contracts by the HDA to the City or any successor entity designated by the City.

#### **12. Miscellaneous**

- a. Assignment. Neither Party shall have the right to assign its rights or obligations hereunder without obtaining the prior written consent of the other Party, and any attempted assignment without such prior written consent shall be void. Permitted assigns and successors in interest shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement.
- b. Headings. The headings in this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.
- c. No Joint Venture. The HDA shall perform its duties herein as an independent contractor. Notwithstanding anything contained herein to the contrary, nothing

contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the individual members of the corporate Parties, except as principal and independent contractor agent.

- d. **Waiver.** No waiver by either Party of any one or more defaults by the other Party in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.
- e. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, but only if, and to the extent, such enforcement would not materially and adversely alter the Parties' essential objectives as expressed herein.
- f. **Governing Law, Forum and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Georgia with the courts of that State having jurisdiction to resolve all disputes which may arise under or which relate to this Agreement. Any and all claims or actions arising out of or relating to this Agreement shall be filed in and heard by any court of competent jurisdiction to hear such suits located in Henry County, Georgia, and each Party hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including, without limitation, objections on the basis of improper venue or forum non conveniens.
- g. **Counterparts and Facsimile Execution.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterparts. Any Party hereto delivering an executed counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile.
- h. **Additional Documents.** The Parties agree to execute and to deliver to each other any and all other additional documents and to take any additional steps reasonably necessary to complete, to document and to carry out the business transaction contemplated by this Agreement.

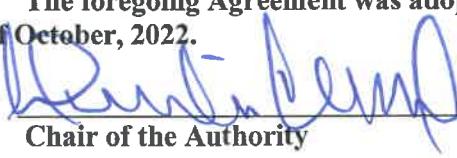
1. **Negotiated Transaction.** The drafting and negotiation of this Agreement has

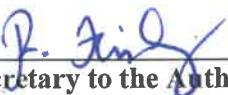
been participated in by all of the Parties.

- J. Representation regarding Authority to Sign Agreement. Each of the representatives of the Parties signing this Agreement warrants and represents to the other that he, she or it has the actual authority to sign this Agreement on behalf of the Party for whom he, she or it is purporting to represent.
- k. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the Parties, and it supersedes any prior written or oral agreements between the Parties concerning the subject matter of this Agreement. There are no representations, agreements, or understandings between the Parties relating to the subject matter of this Agreement which are not fully expressed within this Agreement and its exhibits.
- I. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, affiliates and personal representatives of the Parties.
- m. Modification. This Agreement shall not be modified, amended, or changed except in a writing signed by each of the Parties affected by such modification, amendment or change.
- n. Further Assurances. All of the Parties to this Agreement agree to perform any and all further acts as are reasonably necessary to carry out the provisions of this Agreement.
- o. HDA Bylaws. The HDA agrees not to make any amendments to its Bylaws without the written consent of City.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

The foregoing Agreement was adopted by the Hampton Development Authority this 5th day of October, 2022.

By:   
Chair of the Authority

Attest:   
Secretary to the Authority

The foregoing Agreement was adopted by the Hampton City Council this 8th day of June, 2021.

By: Anne N. Sarsley  
Mayor, City of Hampton

Attest: B. Hardy  
Clerk, City of Hampton



## BY-LAWS

### HAMPTON DEVELOPMENT AUTHORITY HAMPTON, GEORGIA

#### ARTICLE I NAME AND PURPOSE

Section 1. Name. The name of this body shall be the Hampton Development Authority (the "HDA").

Section 2. Purpose. The purpose of the HDA is to stimulate and sustain economic development in Hampton by developing trade, commerce, industry and employment opportunities for the public good and general welfare. The HDA serves non-profit and public purposes and is an institution of purely public charity.

Section 3. Effective uses. The HDA is most effectively used when its financing and project administration abilities are reserved for any industrial, commercial, business, office, or other use that would: 1) further trade, commerce, industry and employment opportunities, 2) promote revitalization and growth, and 3) produce a mutual benefit to City and developer as a result of a bond transaction.

Section 4. Legal authority. The HDA is enabled by and subject to Chapter 36, Title 62 of The Code of Georgia, and was created by Resolution 20-23 of the Hampton City Council on August 11, 2020.

#### ARTICLE II DIRECTORS AND SERVICE

Section 1. Management Powers, Number, Qualification and Term. The property, affairs and business of the HDA shall be managed by its directors consisting of seven to nine persons, appointed by city council from time to time as provided by law (O.C.G.A. 36-62-4). The qualifications of the directors shall be as provided by law. Directors shall be appointed for a four-year term or to fulfill an unexpired term and terms shall coincide with established terms for Seats 1-9.

Section 2. Powers. The directors shall have such power and authority as is conferred upon them by the Development Authorities Law, as the same now exists or may hereafter be amended, and such other power and authority as may be contained under the Constitution and the Laws of the State of Georgia as the same may now or hereafter exist.

Section 3. Conditions of Service. No director shall receive compensation for services but may be reimbursed for reasonable expenses incurred in the performance of director duties. Directors must sign an Oath of Office adopted by the HDA and be bound by the City of Hampton Code of Ethics, State law, as well as these Bylaws.

Section 4. Director Resignation. Any director may resign by giving notice in writing to the Chair of the HDA and the City Council.

Section 5. Director Removal. A director who conducts themselves in such a fashion as to jeopardize the good public standing of the HDA is also subject to censure, as well as removal. This

includes a director's social media presence, attendance at meetings, and public conduct. The director may be removed by a majority vote of the City Council.

**Section 6. Vacancies.** A seat on the HDA shall be considered vacant upon the expiration of a term, resignation, death, or removal of a member. A vacancy shall be filled by an appointment of the City Council. Any person appointed to fill the unexpired term of a director as a result of a vacancy shall serve to the end of the unexpired term. At the end of any term of office, if a successor has not been appointed, the director whose term of office has expired shall continue to hold the office until his successor is appointed.

**Section 7. Conflict of Interest.** Directors shall not use their position to influence the HDA's decisions or discussions where they have a material financial interest; or where there is an organizational responsibility or personal relationship interest which may result in a real or apparent conflict of interest. Directors shall disclose investments, interest in real property or businesses, and sources of income or gifts that may present a conflict of interest. The HDA's determination of conflict of interest regarding a director's financial, organizational or personal interest shall be final and not subject to review.

**Section 8. Business with a Director.** The HDA may purchase from, sell to, borrow from, loan to, contract with, or otherwise do business with a director or any organization or person with which a director has a substantial interest or involvement provided the director: 1) discloses the interest in advance to the HDA and have such recorded in the minutes, 2) not be present at that portion of a HDA meeting during discussion or decision on the matter and 3) not participate in any HDA decision relating to the matter. A "substantial interest or involvement" shall mean any interest or involvement which reasonably may be expected to result in a direct financial benefit to such director, as determined by the HDA, whose determination shall be final and not subject to review.

**Section 9. Confidentiality.** No HDA member shall disclose, either during or after tenure, any confidential information obtained as a result of having served on the HDA, without first having obtained the consent of the HDA.

### ARTICLE III MEETINGS

**Section 1. Meetings.** The HDA has determined a need to meet on an as-needed basis to be determined by the business of the HDA Board. Notice of a meeting, as well as any other public meetings or hearings of the HDA, shall be posted in a conspicuous public place at the regular meeting place. All meetings shall be conducted in accordance with the Georgia Open Meetings Act (O.C.G.A. Section 50-14-1 *et. seq.*) A meeting may be held upon the call of the Chairperson or Vice Chairperson (in the absence of the Chair) and any two directors.

**Section 2. Notice of Meetings to Directors.** Whenever there is business to be conducted, notice of a meeting should be given to a director with at least 48-hour notice. However, a director may waive notice of a meeting.

**Section 3. Closed Meetings.** During any meeting of the HDA, any member may move for a closed executive session and no notice is required. Voting on issues discussed in a closed executive session must be made by reopening the meeting to the public or made at a future public meeting.

**Section 4. Annual Meeting.** At the first meeting of each calendar year, the HDA shall conduct an annual meeting to establish officers and make appointments. The HDA may also make financial and operational reports and recommendations necessary for the conduct of the HDA's annual

affairs at the first meeting of the calendar year but may also reserve this action until later in the year.

Section 5. Quorum. A majority of the directors, at a meeting duly assembled, shall constitute a quorum for the transaction of business. A majority is defined as a majority of the present, legal appointments of directors in effect at the time in which the meeting is called. Any unappointed, vacant or expired seats shall not count towards a majority. Unless otherwise specifically required by statute or these by-laws, the act of a majority of such directors present at a meeting at which a quorum is present shall be the act of the HDA, and if at any meeting of the HDA there shall be less than a quorum, a majority of those present may adjourn the meeting without further notice, until a quorum shall have been obtained.

Section 6. Parliamentary Procedures. In case of dispute concerning parliamentary procedures governing the conduct of meetings of the HDA, Roberts Rules of Order shall govern.

Section 7. Minutes. Minutes of a meeting must be recorded. Minutes must be made available to the public after they have been approved by the HDA, but no later than immediately following the next meeting. Minutes must include the names of the members present at the meeting, a description of each motion or other proposal made and a record of all votes. For a closed executive session, minutes are not required but the reason for closing the open meeting must be reflected in the open meeting minutes.

Section 8. Virtual participation. A meeting of the HDA may be conducted virtually so long as the public has equivalent access to the meeting.

Section 9. Nominations of Members. Prior to the expiration of the term of any director of the HDA, the HDA members and the city council may submit names of nominees to the mayor who will appoint new HDA members with the approval of the council.

#### ARTICLE IV OFFICERS

Section 1. Officers. Officers of the HDA shall be a Chair and a Vice Chair. No members shall hold more than one office at a time. The directors may elect or appoint a Recording Secretary and Treasurer who may be, but need not be, a director. The Treasurer and the Secretary, in agreement with the city manager and city council, may allow the City Clerk to serve as Secretary and the City's Finance Director to serve as Treasurer.

Section 2. Election and Tenure. All officers of the HDA shall be directors of and selected by the HDA at an organizational meeting. Beginning in January 2022, the selection of the officers shall be held in January each year. Officers shall be elected by a majority of directors. New officers shall assume office immediately upon election. Officers shall serve for one year and may be re-elected to the same office for no more than two consecutive years. At least one year must expire before a member is re-elected to an office previously held.

Section 3. Term and Removal. All officers shall be elected by and serve at the discretion of the directors and any officer may be removed from office, either with or without cause, at any time, by the affirmative vote of the majority of the directors of the authority then in office. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the directors for the unexpired portion of the term. Resignation shall be submitted in writing to the Chairman.

## ARTICLE V OFFICER DUTIES

Section 1. Chair. The Chair shall be the principal officer of the HDA and shall preside at all meetings. The Chair shall have the authority to sign and execute on behalf of the HDA all documents, notes, contracts, and obligations authorized by the HDA. The Chair, or its designee, shall be responsible to the City Council for reports and information on the HDA. The Chair shall have general oversight and supervision of the finances of the HDA in coordination with the executive director and the treasurer.

Section 2. Vice-Chair. The Vice-Chair shall perform duties such as may be assigned by the Chair. In the absence of the Chair, or in the event of the disability, inability, or refusal to act of the Chair, the Vice-Chair shall perform the duties of the Chair.

Section 3. Secretary. The Secretary shall provide for the keeping and reporting of the minutes of meetings of the HDA. The Secretary shall give appropriate notices in accordance with the bylaws and as required by law. The Secretary shall act as custodian of Authority records as well as the Seal of the Authority.

Section 4. Treasurer. The Treasurer shall have the responsibility of keeping financial records and accounts. The Treasurer shall review the HDA's Annual Audit and Annual Budget. The Treasurer shall make reports to the HDA as to its financial condition.

Section 5. Assignment of Duties. The Chair of the HDA may assign other duties to any officer from time to time. Officer duties may be designated to executive or administrative personnel by the HDA as is practical to conduct the daily affairs of the HDA. The HDA may hire, contract, or otherwise engage professional, legal, and other assistance as needed.

## ARTICLE VI EXECUTIVE DIRECTOR

Section 1. Duties. The Executive Director shall be the primary administrative and executive officer for the HDA. The Executive Director is a non-voting member of the HDA. The Executive Director shall serve as an advisor to the Chair and assist the HDA with issues, policies, reports, information, committees, and actions as needed according to the policies and regulations of the HDA. The Executive Director shall be responsible for directing and supervising consultants and agents of the HDA. The Executive Director, with the Chair and the Treasurer, shall prepare an Annual Budget and Plan for approval by the HDA.

Section 2. Employment. The Executive Director shall be hired by the HDA. The compensation of the Executive Director shall be determined by the HDA annually. The Executive Director may only be terminated by a majority vote of the HDA.

## ARTICLE VII FISCAL YEAR

Section 1. Time. The fiscal year of the HDA shall begin on the first day of October of each year and end on the last day of September of each year.

Section 2. Annual Meeting. An annual meeting of the HDA shall be held in January. Notice of the time and place of such meeting shall be given by the Chair.

Section 3. Annual Audit. The Treasurer shall cause an annual audit of the books of the HDA to be made by the firm which audits the books of the City of Hampton and present such audit to the directors of the HDA. A copy of the audit shall be filed with the State Auditor; if necessary, to comply with the Local Government Financial Management Standards Act (Georgia Laws, 1980, p. 1738).

## ARTICLE VIII BYLAWS, SEAL, TITLE CONVEYANCE

Section 1. Bylaw Amendments. The by-laws of the HDA shall be subject to alteration, amendment, or repeal, and new by-laws not inconsistent with any laws of the State of Georgia creating this HDA may be made by an affirmative vote of a majority of the directors then holding office at any meetings of the directors. Proposed amendments shall be submitted in writing to all directors of the Authority ten (10) days prior to the meeting at which such amendment will be considered.

Section 2. Seal. The Seal of the HDA shall consist of an impression bearing the name "Development Authority of Hampton" around the perimeter and the word "SEAL" and the year of activation in the center thereof.

Section 3. Conveyance of Title. Upon the action of the HDA resolving to convey title or take title to real property, the signature of the Chair, or Vice Chair in place of the Chair, as well as the signature of another member shall be required.

The foregoing Bylaws were adopted by the Hampton Development Authority this 5<sup>th</sup> day of October 2022.

By:   
Chair of the Authority

Attest:   
Secretary to the Authority

