



CITY COUNCIL OF PEACHTREE CITY
REVISED AGENDA

Peachtree City
Mayor & City Council
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

AUGUST 15, 2019
6:30 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Recognize Employee of the Month – Josh Petty, Public Works
 - Team Recognition Award – Ekrem Muhaxheri & Jonathon “Gage” Henson
 - Proclamation – National Payroll Week
 - Recognition – 2019 Peachtree City 12u Little League Team
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - August 1, 2019, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Amendments to Convention & Visitors Bureau (CVB) Bylaws & Articles of Incorporation
 - 2. Consider FY 2019 Budget Amendment – Neighborhood Parks Fund
 - 3. Consider Bid for Grinding Services – AKA Tree Removal
 - 4. **Consider Approval of MOA with Faithful Guardian, LLC**
- VIII. Old Agenda Items
 - 08-19-01 Public Hearing – 2019 Millage Rates *(Paul Salvatore)*
- IX. New Agenda Items
 - 08-19-02 Consider Step One Annexation Request for 95.5 acres on Crabapple Lane and Dogwood Trail *(Robin Cailloux)*
 - 08-19-03 **Consider Adjustment to Mayor and Council Salaries and Amendment to Ordinance Sec. 2-23. Salaries; reimbursements; expenses.** *(Jon Rorie)*
- X. Council/Staff Topics
- XI. Executive Session
- XII. Adjourn

**City Council of Peachtree City
Meeting Minutes
Thursday, August 1, 2019
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, August 1, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

Police Sgt. Chris Hyatt presented the Saved by the Belt Award to Daniel Handley and daughters Christina, Rachel, and Sarah, who had walked away with only bumps and bruises following a rollover accident on Braelinn Road in May after their vehicle was t-boned by another vehicle exiting one of the side roads. Handley and his daughters were correctly wearing their vehicle's restraint devices, including the youngest daughter who was strapped into her booster seat correctly, Hyatt noted.

Fleisch honored Fire Chief Joe O'Connor for completing the four years of study required in the National Fire Academy's Executive Fire Officer Program.

Public Comment

Norman Moore said an event in June prompted him to take a look at liability insurance requirements for golf carts and also the requirements for decals. He posted some comments on the Next Door website and had received a variety of responses. He said he extracted some comments and created a document with points he wanted Council to consider, such as requiring liability insurance for golf carts and why cart roll-overs were not uncommon.

Minutes

King moved to approve the July 18, 2019, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider FY 2019 Budget Adjustment – Grinding Contract/Landscaping Supplies**
- 2. Consider Amendment to Motorized Carts Ordinance – Sec. 78-93-Operations regulations and Sec.78-96- Hazardous activities and special rules**
- 3. Consider FY 2019 Budget Adjustment – Park Enhancements**

Ernst moved to approve Consent Agenda items 1, 2, and 3. King seconded. Motion carried unanimously.

Old Agenda Items

07-19-05 Consider Adoption of FY 2020 Operating Budget and Capital Improvement Program (CIP)

Finance Director Paul Salvatore recalled that the budget process took about five months, beginning in March and continuing through several Retreat sessions and a budget workshop. The City Manager introduced his proposed budget in June, and Council held the public hearing required by law at its July 18 meeting. They were now at the point where Council should consider adoption of the budget resolution.

There had been no changes to the proposed budget since the public hearing, Salvatore pointed out. Council had the resolution and all the supporting documents in their meeting packet, which included the revised fee schedules discussed at the workshop meetings. Those fees would go into effect October 1, the start of the fiscal year.

Unless there was further discussion, staff recommended Council adopt the FY 2020 budget resolution.

King moved to approve Old Agenda item 07-19-05, adoption of FY 2020 Operating Budget and CIP. Prebor seconded. Motion carried unanimously.

Council/Staff Topics

Millage Rate Public Hearing Schedule

City Manager Jon Rorie pointed out that they had just adopted a budget, but had not received the tax digest. State law mandated Council hold millage rate hearings in regard to the tax digest. Council had adopted a balanced budget that included the use of about \$490,000 in cash reserves and was based on growth of 5% in the tax digest. They were hearing from the County, however, that growth in the tax digest could come in at about 8% or a little higher. The budget was adopted with a projected millage rate of 6.232 and an assumed growth in the tax digest of 5%. Growth in the tax digest of anything greater than 5% could represent a rollback in the millage rate, Rorie stated.

They needed to make a couple of assumptions, Rorie remarked, as they looked ahead to receiving the tax digest. The growth percentage would go down as people went through the appeals process, but it was still likely that they would wind up with an amount over the 5% they used to calculate the budget, resulting in a slight rollback in the millage rate. Rorie said this budget reflected the strongest financial position the City had been in for many years. It used cash purchases instead of relying on debt. It maintained a pocket to fund projects instead of kicking them down the road, even in recessionary cycles. There might be, however, a recommendation for a slight rollback in the millage rate to accommodate for the gain in the tax digest.

The first millage rate hearing would be at 7:30 a.m. on the same day as the next Council meeting, which would be August 15, with another scheduled at the Council meeting that evening, Salvatore reported. There would be a called meeting at 9:00 a.m. on August 22 for a third public hearing and the adoption of the millage rate. There would be more information on the digest and its makeup, including how much of the increase was due to new growth and reassessments.

Rorie said they would advertise for three public hearings, adding he did not believe a full rollback would be required.

Multi-use Path System Rules & Regulations

Rorie recalled that at the last meeting or two, a citizen spoke about safety, and, another citizen had come before them at this meeting with issues about golf carts. There had been changes over the years, he noted, referring to a leaflet the City had produced asking "Do you know the rules to the golf cart system?" He noted it was no longer referred to as a golf cart path system; it was truly a multi-use path network. The front of the leaflet boasted of 100 miles of path and 10,000 golf carts, but Rorie stated the actual number was around 11,700.

The brochure went on to outline what was allowed, including pedestrians, golf carts, wheelchairs, bicycles. The three main users of the path system were walkers, cyclists, and golf carts, with the occasional skateboard, but there were other things happening. Rorie said he was on the path system almost every night. There had been discussions regarding Americans with Disabilities Act (ADA) access to the path system. He noted there was a path being reconstructed as part of a development, not by the City, but they left a big bump where the path met the road, cutting off access for wheelchairs. Public Works Superintendent Scott Hicks met with the developer, and the City worked with the builder to get it fixed. There were several places like this throughout the City. They were trying to address this as the paths were resurfaced.

Traditional and electric bicycles were listed as allowed. Mopeds were not allowed, and Rorie pointed out inconsistencies in the language that defined motorized play vehicles. Vehicles could not be altered to travel in excess of 20 miles per hour, but Rorie said he was sure there were some that had been.

Other rules called for trash to be put in designated receptacles, but many people violated that rule. Cyclists 16 years of age and younger were required to wear helmets. The leaflet reminded cart drivers to yield to motor vehicles on roadways. Rorie recalled that they had just had to create language in the Code of Ordinances to require cart operators to stop before crossing a road.

The back of the leaflet reminded people that most homeowner insurance policies did not cover golf carts and told them to immediately obtain insurance. There were people who drove too fast and hit someone, leaving the victims with the bill, Rorie noted.

Many people complained that teenagers drove too fast, but Rorie said it was adults, too. Bicyclists could be a hazard as well.

There were about 1,005 stop signs in Peachtree City, Rorie said. Police officers often cited people for ignoring these signs, so more signs were not the answer. Creating a rule was not the issue, getting people to comply with it was.

Staff had recently evaluated a request for a motorized, assistive device that went up to 15 miles per hour for use on the path. The City said it would be legal. It had stirred up conversation about the definitions and whether they meant the same thing as they had 15 years ago.

Police Chief Janet Moon said street bicycles could go up to 40 miles per hour, and Rorie pointed out they could be a hazard. Also, he said, electric scooters were an issue. Many cities had banned them, usually because of the litter they created when they were abandoned by riders. Nashville was banning them because someone was hit by a vehicle. At what point did should the City say "no" to something because of an accident or an injury, Rorie asked. The City had been asked about having rental scooters and bicycles on the path system. Rorie said he would not be against that as a customer, but could not support it as City Manager. It did not make sense to say electric scooters were not allowed on the path system, but a bicycle going 40 miles per hour was allowed. It was happening right now on the path system. He said he passed two this week. It was a violation, but Rorie said the question was whether it was enforceable.

Two people had come before Council about cart path safety, and they had all gotten emails about safety, Rorie noted. In the end, it came down to personal responsibility and accountability, but he suggested there should a thought process or workshop with the community that looked at things that could be done to enhance safety. They could not create a risk-free environment, but they could look at ADA access, liability insurance, and things of that nature. He recalled that Moore mentioned requiring decals on the front and back of the carts, but Rorie said if he had one on the back of his cart, it would be covered all winter.

Those were conversations they needed to have with the community. At the end of the day, Rorie commented, the community was part of the problem, and they needed an engagement strategy to find a solution when changing the requirements for 11,700 golf carts. Passing regulations would not mean that people would follow them. They needed to schedule a workshop to discuss this.

King moved to convene in executive session to discuss the acquisition, lease, or sale of real estate at 7:05 pm. Prebor seconded. Motion carried unanimously.

Prebor moved to reconvene in regular session at 7:45 p.m. Madden seconded. Motion carried unanimously.

There being no further business to discuss, Ernst moved to adjourn. Madden seconded. Motion carried unanimously. The meeting adjourned at 7:46 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

FROM: Kym Hughes, CVB Director 

DATE: August 7, 2019

SUBJECT: Convention & Visitor's Bureau
Articles of Incorporation/By-Laws Amendments
August 15, 2019 City Council Meeting

Recommendation:

Approve amending the Peachtree City Convention & Visitor's Bureau (CVB) Articles of Incorporation and By-Laws to re-organize the CVB Board of Directors from seven (7) members to five (5) members as proposed and outlined in Attachment A and to amend conflicts in sections to make them align and agree within each document and with each other.

Discussion:

The Peachtree City CVB is the Destination Marketing Organization for Peachtree City. The value proposition of the CVB is to promote economic development by promoting the city and its events to potential visitors, PTC residents and potential residents.

Amending the CVB Articles of Incorporation requires an affirmative vote by a majority of the directors then in office (June 19, 2019) and by the City Council of the City of Peachtree City, Georgia.

Budget Impact:

Not Applicable

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ARTICLE I

The name of the Corporation is hereby changed from the Peachtree City Tourism Association, Inc. to:

PEACHTREE CITY CONVENTION & VISITORS BUREAU, INC.

ARTICLE II

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

ARTICLE III

The Corporation's founding and sole member is the City of Peachtree City, Georgia. Membership is expressly restricted to entities that are an integral part of the City of Peachtree City, Georgia provided that such entity's entire income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

ARTICLE IV

The registered office of the Corporation shall be 151 Willowbend Road, Peachtree City, Georgia 30269 in Fayette County. The initial registered agent of the Corporation at such address shall be Bernard J. McMullen.

ARTICLE V

The name and address of the incorporator is:

Theodore P. Meeker, III
Sumner Meeker, LLC
14 East Broad Street
Newnan, Georgia 30263

ARTICLE VI

The purposes for which the Corporation is formed are as follows:

- (a) The Corporation is not organized for profit and no part of the net earnings of which insures to the benefit of any profit shareholder of individual within the meaning of Section 501(c)(6) of the Internal Revenue Code. The Corporation was organized, and at all times shall be operated, to serve the

needs and interests of tourism within the City of Peachtree City. The purposes of the Corporation shall include, but shall not be limited to:

- Promote awareness of Peachtree City, increase hotel utilization, and support conventions, leisure travelers and visitors, while enhancing economic impact for the community.
 - Contract with the City of Peachtree City to expend on behalf of the City of Peachtree City that portion of the hotel/motel tax authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and
 - To serve as a Destination Marketing Organization as defined in O.C.G.A. §§ 48-13-50.2 and 48-13-51.
- (b) This Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VI of these Articles. The Corporation shall not lobby or otherwise attempt to influence legislation or participate or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any provision of these Articles, the Corporation shall not carry on any other activities to the extent that such activities are not permitted to be carried on by an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE VII

The affairs of the Corporation shall be managed by a Board of Directors. The number of Directors of the Corporation and method of election shall be set out in the bylaws.

ARTICLE VIII

The Board of Directors shall consist of five (5) voting members each with defined term limits listed herein. If a person assumes the role of any vacated, unfulfilled position, this will not be considered a full term and will not be counted as part of their two (2) consecutive, two (2) year terms.

1. Two (2) members who are citizens of, or persons conducting business within the City of Peachtree City with current or previous tourism/hospitality related experience desired to serve a two-year term. Such persons to be selected in October of each year shall serve for a maximum of two consecutive two-year terms. These members shall be appointed by the City Council. The process of appointment used by the City Council shall be the same process utilized for the appointment of members of other boards, authorities, and commissions of the City.
2. Two (2) City Council Ex-Officio Appointees consisting of the City Manager, City Finance Director or other designated staff. These members are directly appointed by the City Council as a governing body.
3. One (1) at-large member who is a citizen of, or person conducting business within the City of Peachtree City, who is an owner or manager of a hospitality/tourism related business in Peachtree City or has prior tourism-related work experience. The Peachtree City Convention and Visitors Bureau will select this person in October for a two (2) year term. The Board Member shall serve for a maximum of two consecutive, two-year terms.

ARTICLE IX

In the event of dissolution, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City), provided that such entity's income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

ARTICLE X

- (a) Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venture or trustee of another corporation, partnership, joint venture, or trustee of another corporation, partnership, joint venture, or trustee of another corporation, partnership, joint venture, trust or other

enterprise shall be indemnified by the Corporation for all costs of litigation (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid, advanced or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonable incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, arbitative, administrative, or investigative, whether formal or informal, in which such person may be involved by reason of their being or having been a director or officer of this Corporation or of such other enterprises. Such indemnification, reimbursement or advance shall be made only in accordance with the laws of the State of Georgia, including the Georgia Nonprofit Corporation Code, subject to the conditions under such statutory provisions.

- (b) In any instance where the laws of the State of Georgia permit indemnification, reimbursement or advances to be provided to persons who are or have been an officer or director of the Corporation or who are or have been an officer, director, partner, joint venture or trustee of any such other enterprise only on a determination that certain specified standards of conduct have been met, that all statutory requirements and procedures have been satisfied, and that upon application for indemnification, reimbursement or advances by any such person the Corporation shall promptly cause such determination to be made in accordance with the statutory procedures of Georgia law.
- (c) Nothing in this Article shall be construed as limiting the applicability and Code of Georgia law with respect to indemnification, reimbursement and advances for expenses; further, as a condition to any such right of indemnification, the Corporation may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corporation and at the expense of the Corporation.
- (d) In accordance with the law of the State of Georgia, the Corporation may purchase and maintain insurance on behalf of any such persons whether or not the Corporation would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia. Any expenses or other amounts that are paid by way, or by indemnification, reimbursement, or advances of funds other than by court order, action by shareholders, the Corporation shall provide notice of such payment to the shareholders in accordance with the applicable provisions of the laws of the State of Georgia.

ARTICLE XI

The Articles of Incorporation of the corporation may be amended at any time in the manner provided in the Georgia Nonprofit Corporation Code (or the corresponding provision of any future Georgia nonprofit corporation law) by the affirmative vote of a majority of the directors then in office and by the City Council of the City of Peachtree City, Georgia; provided, however, that no amendment may be made which would cause the organization to no longer to be qualified as an exempt organization described in Section 501(c)(6) of the Code. The Peachtree City CVB Articles of Incorporation do not supersede the By-Laws of the Peachtree City CVB and By-Laws of the Peachtree City CVB do not supersede the Peachtree City CVB Articles of Incorporation.

The effective date of these Amended and Restated Articles of Incorporation shall be June 19, 2019.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this ____ day of, 2019.

Chairman _____
Peachtree City Convention and Visitors Bureau, Inc.

BY-LAWS
OF
PEACHTREE CITY CONVENTION & VISITORS BUREAU, INC.

Incorporated as a Not-for-Profit Corporation
Under the laws of the State of Georgia

Incorporated 2010
REVISED JUNE 2019

ARTICLE ONE

Name, Location and Offices

1.1 Name. The name of this Corporation shall be:

“PEACHTREE CITY CONVENTION & VISITORS BUREAU, INC.”

1.2 Registered Office and Agent. The Corporation shall maintain a registered office in the State of Georgia, and shall have a registered agent whose address is identical with the address of such office, in accordance with the requirements of the Georgia Nonprofit Corporation Code.

1.3 Other Offices. The principal office of the Corporation shall be located at such places as designated by the Board of Directors. The Corporation may have other offices at such place or places, within or outside the State of Georgia, as the Board of Directors may determine from time to time or the affairs of the Corporation may require or make desirable.

ARTICLE TWO

Purposes and Governing Instruments

2.1 Not-for-Profit Corporation. The Corporation shall be organized and operated as a not-for-profit corporation under the provisions of the Georgia Nonprofit Corporation Code.

2.2 Purposes. The Corporation is not organized for profit and no part of the net earnings of which insures to the benefit of any private shareholder or individual within the meaning of Section 501(c)(6) of the Internal Revenue Code. The Corporation was organized, and at all times shall be operated, to serve the needs and interests of tourism within the City of Peachtree City. The purposes of the Corporation shall include, but shall not be limited to, the following:

- Promote awareness of Peachtree City, increase hotel utilization, and support conventions, leisure travelers and visitors, while enhancing economic impact for the community
- Contract with the City of Peachtree City to expend on behalf of the City of Peachtree City that portion of the hotel/motel tax authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority

enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and

- To serve as a Destination Marketing Organization as defined in O.C.G.A. §§ 48-13-50.2 and 48-13-51.

2.3 Governing Instruments. The Corporation shall be governed by its articles of incorporation and these bylaws.

2.4 The Corporation shall not lobby or otherwise attempt to influence legislation. The Corporation shall not in any manner or to any extent participate in or intervene in any political campaign on behalf of any candidate for public office. In the event of dissolution or liquidation of the corporation, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City) provided that such entity's entire income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

ARTICLE THREE

Board of Directors

3.1 Authority and Responsibility of the Board of Directors. The supervision of the Corporation shall be vested in the Board of Directors; and all the powers, duties, and functions of the Corporation conferred by the articles of incorporation, these bylaws, state statutes, common law, court decisions, or otherwise, shall be exercised, performed, or controlled by the Board of Directors, except as otherwise limited in these bylaws.

The governing body of the Corporation shall be the Board of Directors. The Board of Directors shall provide supervision, control and directions of the marketing efforts and budgeting of the organization and shall actively pursue its purposes and objectives and supervise the disbursement of its funds. The Board of Directors may adopt, by majority vote, such rules and regulations for the conduct of its business and the business of the Corporation as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain of its authority and responsibility to an executive committee. Under no circumstances, however, shall any actions be taken which are consistent with its articles of incorporation or these bylaws; and the fundamental and basic purposes of the Corporation, as expressed in the articles of incorporation and these bylaws, shall not be amended or changed.

The Board of Directors shall not permit any part of the net earnings or capital of the Corporation to insure the benefit of any member, director, officer, trustee, or other private person or individual.

Only when the services are not otherwise available from resources of the City of Peachtree City; the Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation; and, to employ such person or persons, including an executive director or officer, attorneys, trustees, agents, and assistants, as in its judgment are necessary or desirable for the administration and management of the Corporation, and to pay reasonable compensation for the services performed and expenses incurred by any such person or persons. The Board of Directors, either directly or through its management, shall meet not less than quarterly with the City Financial Services Director of the City of Peachtree City, Georgia, so as to review the financial status of the corporation.

The Five (5) member Board of Directors and any officers of the Corporation shall be appointed in the manner established in Section: 3.3 of these Bylaws. The Board of Directors shall have full power and authority to review and approve in advance both short-term and long-term budgets, capital and operating, of income and expenditures of the Corporation and to exercise such other supervision and control over the affairs and property of the Corporation as the Board of Directors of the Corporation may deem necessary or desirable to ensure the 501(c)(6) purposes and functions of the Corporation are carried out within the limitations as spelled out in section 13.1.

3.2 Board of Directors. The ultimate property, affairs, activities and concerns of the Corporation shall be vested in a Board of Directors, consisting of Five (5) members. The members of the Board shall, upon appointment, immediately enter upon the performance of their duties and shall continue in office until their successor shall have been duly appointed and qualified, or until the director's earlier death, resignation, removal or disqualification.

3.3 Manner of Appointment and Term of Office. The Board of Directors shall be comprised as follows:

1. Two (2) members who are citizens of, or persons conducting business within the City of Peachtree City with current or previous tourism/hospitality related experience desired to serve a two-year term. Such persons to be selected in October of each year shall serve for a maximum of two consecutive two-year terms. These members shall be appointed by the City Council. The process of appointment used by the City Council shall be the same process utilized for the appointment of members of other boards, authorities, and commissions of the City.
2. Two (2) City Council Ex-Officio Appointees. consists of the City Manager, City Finance Director or other designated staff. These members are directly appointed by the City Council as a governing body.

1. One (1) at-large member who is a citizen of, or person conducting business within the City of Peachtree City, who is an owner or manager of a hospitality/tourism related business in Peachtree City or has prior tourism-related work experience. The Peachtree City Convention and Visitors Bureau will select this person in October for a two (2) year term. The Board Member shall serve for a maximum of two consecutive, two-year terms.

The Board shall consist of a chair, a vice-chair to be chosen by the Board of Directors of the Corporation and a secretary/treasurer who is the City Finance Director or appointee.

3.4 Removal. Any director may be removed by the Council. A removed director's successor shall be appointed by the Council to serve the unexpired term. Failure of any director to attend seventy-five percent (75%) of the meetings of the Board of Directors of the Corporation held in any fiscal year of the Corporation shall operate as a tender of such director's resignation, and such director shall be removed from the Board; provided, however, that a director, may petition the Board for an excused absence due to unavoidable circumstances.

3.5 Vacancies. Any vacancy in the Board of Directors arising at any time and from any cause, may be filled for the unexpired term only by the Council. Unless otherwise provided by these bylaws, each director so appointed shall hold office until the expiration of his or her term and the qualification of his or her successor.

3.6 Compensation. There shall be no Director compensation. Directors may be reimbursed for actual out-of-pocket expense incurred in pursuing the business of the Corporation, provided the expenses are approved by the Board prior to being incurred, or are incurred pursuant to prior established Board policy.

3.7 Dissolution of an organization. If an organization or Board ceases to exist that Board Member's term will automatically be terminated and a new board member will be appointed by City Council to fulfill the remaining term of this Board Member or if at Council's discretion/approval the Board Member will continue out their term. Council will not appoint any replacement board member that duplicates an existing Board Member positions description.

ARTICLE FOUR

Meetings of the Board of Directors

4.1 Place of Meetings. Meetings of the Board of Directors may be held at any place within the State of Georgia as set forth in the notice thereof or in the event of a

meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the principal office of the Corporation.

4.2 Annual Meeting; Notice. The annual meeting of the Board of Directors shall be held at such place as the Board of Directors shall determine on such day and at such time as the Board of Directors shall designate. Unless waived as contemplated in Section 5.2, notice of the time and place of such annual meeting shall be given by the secretary either personally or by telephone or by mail, or by email, not less than ten (10) nor more than fifty (50) days before such annual meeting.

4.3 Regular Meetings; Notice. Regular meetings of the Board of Directors shall be held from time to time between annual meetings at such times and at such places as the Board of Directors may prescribe.

4.4 Special Meetings; Notice. Special meetings of the Board of Directors may be called by the Chair, or by any three (3) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given either personally, by telephone, by mail, or by email, at least twenty-four (24) hours before such meeting.

4.5 Waiver. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

4.6 Quorum. Four (4) directors shall constitute a quorum.

4.7 Vote Required for Action. Except as otherwise provided in these bylaws or by law, the act of four (4) directors present at a meeting shall be the act of the Board of Directors.

4.8 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or the business to be transacted, other than by announcement at the meeting that was adjourned. At any such meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting, which was adjourned.

4.9 Compliance with Georgia law. All meetings of the Board shall be conducted in accordance with the Georgia Open Meetings Law, O.C.G.A. § 50-14-1 et seq.

ARTICLE FIVE

Notice and Waiver

5.1 Procedure. Whenever these bylaws require notice to be given to any director, the notice shall be given as prescribed in Article Four. Whenever notice is given

to a director by mail, the notice shall be sent by first-class mail by depositing the same in a post office box or letter box in a postage prepaid sealed envelope addressed to the director at his address as it appears on the books of the Corporations and such notice shall be deemed to have been given at the time the same is deposited in the United States mail. Notice shall be deemed to have been given by mail or email at the time notice is filed with the transmitting agency.

5.2 Waiver. Whenever any notice is required to be given to any director by law, by the articles of incorporation, or by these bylaws, a waiver thereof in writing signed by the director entitled to such notice, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto.

ARTICLE SIX

Officers

6.1 Number and Qualifications. The executive officers of the Corporation may consist of officers as the Board deems necessary for the efficient management of the Corporation; but the Corporation shall not be required to have, at any time, any officers other than the chair, vice-chair and secretary/treasurer or appointee which shall be members of the Board.

6.2 Election and Term of Office. The executive officers of the Corporation, shall be elected by the Board of Directors of the Corporation on a biannual basis at the first meeting after Board appointments have been made by Council, and shall serve at the will of said Board.

6.3 Other Agents. Subject to Section 3.1 of these Bylaws, the Board of Directors may appoint from time to time such agents as it may deem necessary or desirable, each of whom shall hold office at the pleasure of the Board, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

6.4 Removal. Any officer or agent elected or appointed by the Board of Directors of the Corporation, may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby; provided that any such removal shall be without prejudice to the contract rights, if any, of the officer or agent so removed.

6.5 Vacancies. A vacancy in any office arising at any time and from any cause may be filled for the unexpired term by the Peachtree City Council.

6.6 Chair. The chair shall preside at all meetings of the Board of Directors. The chair may appoint the members and chairs of any committee as approved by the board. He or she shall perform such other duties and have such other authority and powers as the

Board of Directors may from time to time prescribe. The chair shall be a member of the Board and shall report to and be supervised by the Board of Directors.

6.7 Vice-Chair. The vice-chair shall preside at all meetings of the Board of Directors in the absence or disability of the chair, and shall act in the place of the chair in the chair's absence or disability. He or she shall perform such other duties, and have such other authority and powers as the Board of Directors may from time to time prescribe. The vice-chair shall be a member of the Board, and shall report to and be supervised by the Board of Directors.

6.8 Secretary / Treasurer. The secretary/treasurer shall attend all meetings of the Board of Directors and record, or cause to be recorded, all votes, actions and the minutes of all proceedings in a book to be kept for that purpose and shall perform, or cause to be performed, like duties for other board committees when required. The secretary/treasurer shall give, or cause to be given, notice of all meetings of the Board of Directors. The secretary/treasurer shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors or the Chair, affix it to any instrument requiring it. The secretary/treasurer shall be a member of the Board and shall report to the Board of Directors. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

ARTICLE SEVEN

Conflict and Disclosure of Interest

The directors and officers of the Corporation shall comply with and enforce the "Conflict and Disclosures of Interest" policies as adopted by these Bylaws, and may be amended from time to time.

7.1 Purpose. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

7.2 Definitions.

Interested Person: Any director, principal officer, or member of a committee with board delegated powers that have a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity or venue in which the Corporation is a part, he or she is an interested person with respect to all such entities.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family has:

- a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or
- b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest, a person who has a financial interest may have a conflict of interest only if the Board of Directors decides that a conflict of interest exists.

7.3 Procedures

7.3.1 Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the Board of Directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

7.3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

7.3.3 Procedures for Addressing the Conflict of Interest.

- a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
- b. The chair/president of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

- d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

7.3.4 Violations of the Conflicts of Interest Policy.

- a. If the Board has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

7.4 Records of Proceedings.

The minutes of the Board and all committees with board-delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

7.5 Compensation.

- a. A voting member of the Board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

7.6 Annual Statements.

Each member of the board and each officer shall annually sign a statement, *which* affirms that such person:

- a. has received a copy of the conflicts of interest policy,
- b. has read and understands the policy,
- c. has agreed to comply with the policy, and
- d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

ARTICLE EIGHT

Committees

8.1 Committees of Directors. Committees, each consisting of one (1) or more directors, not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of directors.

8.2 Advisory and Other Committees. The Board of Directors may provide for such other committees, including committees, advisory groups, boards of governors, etc. It shall be the function and purpose of each such committee to advise the Board of Directors on matters relating to the business and affairs of the Corporation; and each such committee shall have such powers and perform such specific duties or functions, not inconsistent with the articles of incorporation of the Corporation or these bylaws, as may be prescribed for it by the Board of Directors.

8.3 Finance Committee. There is hereby created a Finance Committee of the Corporation, the members of which committee shall include the City Financial Services Director of the City of Peachtree City, Georgia, the Executive Director of the Corporation, and a member of the Board of Directors.

8.4 Committee Governance. Except as otherwise provided in Board resolution or in these bylaws, a committee formed by the Board shall be generally governed as follows:

8.4.1 Appointment and Removal. Except as otherwise provided in such resolution or in these bylaws, members of each such committee shall be appointed by the chairperson of the Corporation. Any member of any committee may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

8.4.2 Terms of Appointment. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors or until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.4.3 Meetings, Notice and Waiver. The committee may establish a regular meeting schedule. Special meetings of the committee may be called by, or at the direction of, the chairperson of the committee, the Corporation's Chair, or a majority of the members of the committee. Notice of the time, place and purpose of any meeting, except scheduled regular meetings, shall be given, in writing, by the chairperson of the committee or the president, or either's designee, to each member personally, by personal delivery, telephone, or e-mail at least twenty-four (24) hours prior to the meeting, or by mailing at least three (3) days prior to the meeting. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting, except where the member delivers to the chairperson, before any vote is taken, a written objection to the notice or the calling of the meeting. No business shall be conducted at any called meeting except that stated in the notice, unless all then serving members are present and consent to non-noticed business being discussed or acted upon. Business may be conducted at a special meeting upon written waiver of notice by all members, or upon written waiver of notice being obtained from all members not receiving notice. The committee shall keep minutes of its proceedings and shall report to the Board at meetings of the Board.

8.4.4 Chair. One member of each committee shall be appointed chair thereof by the chair of the Corporation.

8.4.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.4.6 Quorum. Unless the Board of Directors directs otherwise, eighty percent (80%) or more of the committee members then serving shall constitute a quorum; and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.4.7 Rules. Each committee may adopt rules for its own government, so long as such rules are not inconsistent with these bylaws or with rules adopted by the Board of Directors or city policy.

8.4.8 Board Reports and Control. Any action of a committee shall be reported to the Board of Directors at its regular meeting next succeeding such action and shall be subject to control, revision and alteration by the Board of Directors.

ARTICLE NINE

Contracts, Checks, Deposits, and Funds

9.1 Contracts. The Executive Director may, consistent with the city financial policies and ordinances, enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority must be in writing and may be general or confined to specific instances.

9.2 Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the authorized signers of the city and countersigned by the Director of Finance of the City of Peachtree City.

9.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Executive Director may select.

9.4 Gifts. The Board of Directors may accept on the behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE TEN

Indemnification and Insurance

10.1 Indemnification. In the event that any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, seeks indemnification from the Corporation against expenses, including attorney's fees (and in the case of actions other than those by or in the right of the Corporation, judgments, fines and amounts paid in settlement), actually and reasonably incurred by him in connection with such action, suit, or proceeding by reason of the fact that such person is or was a director, officer, employee, trustee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, trustee, or agent of another Corporation, domestic or foreign, not-for-profit or for profit, partnership, joint venture, trust, or other enterprise, then, unless such indemnification is ordered by a court, the Corporation shall

determine, or cause to be determined, in the manner provided under Georgia law; and, to the extent it is so determined that such indemnification is proper, the person claiming such indemnification shall be indemnified to the fullest extent now or hereafter permitted by Georgia law.

10.2 Indemnification Not Exclusive of Other Rights. The indemnification provided in Section 10.1 above shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the articles of incorporation or bylaws, or any agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while, holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, trustee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

10.3 Insurance. To the extent permitted by Georgia law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, trustee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, trustee, or agent of another corporation, domestic or foreign, not-for-profit or for profit, partnership, joint venture, trust or other enterprise.

ARTICLE ELEVEN

Miscellaneous

11.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors. The Corporation shall keep at its registered or principal office a record giving the names and addresses of the directors.

11.2 Corporate Seal. The corporate seal (of which there may be one or more exemplars) shall be in such form as the Board of Directors may from time to time determine.

11.3 Fiscal Year. The fiscal year of the Corporation will be the same as the City of Peachtree City (October 1 – Sept. 30).

11.4 Internal Revenue Code. All references in these bylaws to sections of the Internal Revenue Code shall be considered references to the most recent revision of the Internal Revenue Code, as from time to time amended, to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.

11.5 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely.

If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder of these bylaws shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

11.6 Table of Contents; Headlines. The table of contents and headings are for organization only.

11.7 Relation to Articles of Incorporation. These bylaws are subject to, and governed by, the articles of incorporation.

ARTICLE TWELVE

Amendments

12.1 Powers to Amend Articles and Bylaws. Subject to the provisions of Section 12.2 of this Article, the Board of Directors shall have the power to alter, amend, or repeal the articles of incorporation or these bylaws, or adopt new bylaws; provided, however, that the Board of Directors shall have no power or authority to make any changes in the articles of bylaws which would in any way diminish or derogate from the duties at Section 2.2 of these Bylaws.

12.2 Conditions. Action by the Board of Directors with respect to the articles of incorporation or these bylaws shall be taken by the affirmative vote of a majority of all directors then holding office. Anything in these bylaws to the contrary notwithstanding, no action with respect to the articles of incorporation or these bylaws shall be taken without the prior written approval of the City Council.

12.3. The Peachtree City CVB Articles of Incorporation do not supersede the By-Laws of the Peachtree City CVB and By-Laws of the Peachtree City CVB do not supersede the Peachtree City CVB Articles of Incorporation.

ARTICLE THIRTEEN

Reserved Powers of the Council

13.1 Limitations on Board of Directors. Notwithstanding any other provision contained herein, the Board of Directors of the Corporation shall not undertake the following actions without the prior approval of the Council:

- a. Expend cash or incur any indebtedness with respect to any transaction or group of related transactions in excess of 20,000.00, excluding any amounts previously approved as a part of the Corporation's capital budget or business plan (such transactions requiring approval pursuant to this section being hereinafter referred to as "Material Transactions") excluding budgeted contingency;

- b. Approve the acquisition of control by the Corporation of, or the affiliation of the Corporation with, any other entity;
- c. Amend the articles of incorporation or bylaws of the Corporation;
- d. Voluntarily file any petition in bankruptcy;
- e. Adopt any short-term capital or operational or long-term budget of the Corporation; or
- f. Acquire, sell, transfer or otherwise dispose of any assets of the Corporation, excluding: (i) transactions previously approved as part of the Corporation's budget or business plan, and consistent with city policy (ii) transactions among the Corporation and the City of Peachtree City.

ARTICLE FOURTEEN

Tax-Exempt Status

14.1 The affairs of the Corporation at all times shall be conducted in such a manner as to assure its status as an organization as defined in Section 501(c)(6) of the Internal Revenue Code.

14.2 The Corporation shall have all the powers permitted nonprofit corporations in the State. Notwithstanding anything contained herein to the contrary, the Corporation:

- a. Shall only exercise such powers.
- b. Shall engage in only such activities.
- c. Is organized exclusively for such purposes as shall be permitted under Section(c)(6) of the Internal Revenue Code and regulations issued pursuant thereto as they now exist or as they may hereafter be amended.

14.3 No part of the income of the Corporation shall inure to the benefit of, or be distributable to, any director, officer, employee, or other agent of the Corporation or to any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in furtherance of its purposes), and no director, officer, employee, or other agent of the Corporation, or any other private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

14.4 In the event of dissolution, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City), provided that such entity's income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

ARTICLE FIFTEEN

Adoption of Bylaws

Peachtree City Convention & Visitors Bureau, is organized under the laws of the State of Georgia on this ____ day of _____, 2019. The Bylaws were adopted by resolution of the Board of Directors and the Corporation on and became effective as of said date.

Effective date. This Amended and Restated By-Laws of the Peachtree City Convention & Visitors Bureau, Inc. shall become effective _____, 2019.

Adopted by a majority vote of the Board of Directors, in a public and open session of a regularly scheduled meeting of the Board of Directors, at which a quorum was present and voting on the ____ date ____ day of _____, 2019.

Adopted: _____
Rick Adlington, Chairperson,
Peachtree City Convention &
Visitors Bureau, Inc.

Attest: _____

Approved on _____, 2019, by a majority vote of the City of Peachtree City Council ("Council"), in a public and open session of a regular scheduled meeting, at which a quorum was present and voting.

By: _____
Vanessa Fleisch, Mayor

ATTEST:

Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 
Kelly Bush, Assistant Finance Director 

DATE: August 8, 2019

SUBJECT: FY2019 Budget Amendment
August 15, 2019 *City Council Consent Agenda*

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment for donations for and purchase of memorial benches in Fund 200 – the Neighborhood Parks Fund.

Discussion:

Staff received two donations for memorial benches to be placed in City Parks. One donation is for \$1,486.62 and one is for \$1,546.62 – the difference is for additional engraving. The attached budget amendment accepts the donation and budgets for the expense to purchase and place the benches.

Budget Impact:

The proposed budget amendment will increase both revenue and expenditures in the Neighborhood Parks Fund.

Attachments
Budget Amendment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 19-17

DATE 08/15/2019

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2019 Budget Resolution increasing both Revenue and Expense in the Neighborhood Park Fund \$3,033.24 for memorial benches.

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager *JR*
Paul Salvatore, Director of Financial Services *P.S.*
Kelly Bush, Assistant Finance Director *KB*

FROM: Scott Hicks, Public Services Superintendent *SH*

DATE: August 8, 2019

SUBJECT: Award Bid for Grinding Services at City Recycle Center
August 15, 2019 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council award the bid and enter into a contract with AKA Tree Removal for grinding services at the City's Recycle Center for the price of \$2.50 per cubic yard with the option to extend for two additional years.

Discussion:

Four businesses responded to the invitation to bid. Staff checked references and all were favorable. The contract would run October 1, 2019 through September 30, 2020. The bids per cubic yard were:

AKA Tree Removal	\$2.50
AKA Mulch Products	\$2.75
Inocpa (700 Tree Guy)	\$3.50
McCoy Grading	\$4.65

Budget Impact:

There is \$60,000 budgeted for grinding services in the FY 2020 Public Works Contractual Services.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan Rorie, City Manager

FROM: Joe O'Connor, Fire Chief 

DATE: August 12, 2019

SUBJECT: Approval of Memorandum of Agreement with Faithful Guardian, LLC
August 15, 2019 *City Council Agenda*

Recommendation:

The Fire Department requests the Mayor and Council approve and direct the City Manager to sign the attached memorandum of agreement with Faithful Guardian, LLC to provide clinical experience to their students.

Discussion:

Many members of our community, including some of our firefighters, have participated in Emergency Medical Technician (EMT) and paramedic training through the programs offered by Faithful Guardian, LLC. Every EMT student is required to gain clinical experience during their course to understand the challenges of providing emergency medical care in the pre-hospital setting.

The agreement would allow the experienced men and women of the Peachtree City Fire - Rescue Department to serve as clinical preceptors for Faithful Guardian's program. We believe this would be a positive experience for both the students and our staff, potentially creating the opportunity to recruit additional trained and certified members for our team.

Budget Impact:

This project should have no budget impact.

MEMORANDUM OF AGREEMENT

BETWEEN

Peachtree City Fire Rescue

AND

Faithful Guardian LLC

This Agreement is made and entered into this 12th day of August, 20 19 by and between hereinafter referred to as the **Affiliating Clinical Agency**, **Peachtree City Fire Rescue** and **Faithful Guardian LLC**, hereinafter referred to as the **Academy**.

- I. The purpose of the Memorandum of Agreement is to provide related instruction and practice as part of the respective program designed to benefit the students in accomplishing their goals.

II. Affiliating Agreement

This is a mutual agreement between the administration of the Affiliating Clinical Agency and the Academy that provides for the Affiliating Clinical Agency to accept students in the Paramedic and EMT/AEMT programs for faculty supervised clinical experience. In addition, this agreement makes for the following provisions:

- A. Educational experiences will be provided by the Academy and the Affiliating Clinical Agency without regard to race, creed, color, gender, national origin, disability or age of the persons involved.
- B. The Affiliating Clinical Agency will serve as a clinical laboratory and will furnish facilities for the students in such a manner at such time as the parties herein mutually agree.
- C. The Affiliating Clinical Agency will not be required to provide free treatment for injuries to students or instructor which occur during clinical assignments and the Academy indemnifier agrees to hold the Affiliating Clinical Agency harmless for any such injuries. Students or instructors may request treatment at personal expense.
- D. The Affiliating Clinical Agency will retain responsibility for the care of the patients and will maintain administrative and professional supervision of students, insofar as their presence effect the operation of the hospital and/or patient care.

- E. Clinical rotation will be planned by the faculty of the respective program, and in conjunction with the Affiliating Clinical Agency's representative, in order to meet requirements by respective Academy, licensing/certification board.
- F. No instructor or student will receive monetary or other reimbursement from the Affiliating Clinical Agency for work done during the clinical rotation.

III. The Affiliating Clinical Agency agrees to:

- A. Provide a program of clinical experience for the students to engage in so as to benefit their knowledge of their respective program. The number of hours and experience may vary each year but will be mutually agreed upon with the Academy.
- B. Observe the following personnel policies
 - i. Students to observe the clinical hours/days mutually agreed upon with the Academy. Permit faculty and students to observe the Academy calendar for holidays and events
 - ii. Students shall be allowed to make up time lost due to unavoidable absences
 - iii. Students shall wear the accepted Academy uniform during clinical experiences.
 - iv. Faculty employed by the Academy will be under full jurisdiction of the Academy administration
- C. Make provisions for orientation of faculty members of the Academy to the facilities, philosophies, and policies of the respective Clinical Agency.
- D. Assist in the orientation of the students to the Clinical Agency and clear channels of administration for the use of equipment and records as necessary for teaching purposed and in accordance with Clinical Agency policies.

IV. The Academy agrees to:

- A. Provide clinical instruction in accordance with the required student-instructor ratio as mandated

by the state licensing/certification agency or by the local Clinical Agency regulation. The student-instructor ratio at the Affiliating Clinical Agency will be a maximum of ten (10) students to one (1) clinical instructor.

- B. Maintain current state certification and license requirements as dictated by the State Office of Emergency Medical Services for the Academy as a teaching institution.
- C. All Academy students and instructors will ensure that all applicable OSHA and CDC guidelines are followed. This includes policies regarding, but is not limited to handwashing, PPE, needlestick and other work safety issues.
- D. The Academy has in place a complete written exposure plan in accordance with OSHA guidelines regarding bloodborne and airborne pathogens.
- E. Assure that all paramedic students will maintain a grade point average of no lower than a 3.0 (on a 4.0 scale) in paramedic curriculum.
- F. Provide specific written clinical behavior objectives for the Clinical Agency staff prior to student rotation. Conferences will be scheduled with the Clinical Agency staff during rotations to discuss student learning, student performance, and patient services.
- G. Submit a schedule with names of affiliating students at least two (2) weeks prior to the affiliation dated.
- H. Provide for all administrative functions required by the Affiliating Clinical Agency necessary for smooth operation of the program, (i.e., joint review of the use of clinical facilities).
- I. All academy staff and students will possess current BLS Healthcare Provider certification with American Heart Association and will be provided to the clinical institution upon request.
- J. Assure observance of Affiliating Clinical Institutions Code of Behavior, policies and procedures by the students and faculty, which includes but not limited to maintaining proof of all students having on file:
 - a. A Criminal Background Check, drug screen and a recent student physical,
 - b. Proof of the following vaccinations and immunizations for paramedic students;
 - i. TB skin test within one year and follow-up tests as needed
 - ii. Two MMR immunizations or positive titer
 - iii. Hepatitis B vaccination status or antibody titer
 - iv. Tdap immunization within last 10 years
 - v. Varicella immunization
 - vi. Seasonal influenza vaccination
 - c. Appropriate personal hygiene and appearance standards will be maintained by all students, which includes but not limited to:

- i. No artificial or acrylic nails allowed by students,
 - ii. Natural nails will be maintained at ¼ inch long or less,
 - iii. Hair that is shoulder length or longer should be pulled back and off the neck,
 - iv. Facial hair shall be well groomed and neat,
 - v. No fad hair colors or hairstyles
 - vi. All tattoos should be covered
 - vii. Full FGTC uniform and school I.D. should be worn at all times
- K. Assure that each student has professional liability insurance to cover the acts of omissions in the amount agreed upon with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. The academy assumes all responsibility in the event of an accident or injury and holds the facility harmless.
- L. Assure that each student understands that unauthorized access, use, discussion or disclosure of any confidential data or patient health information will be grounds for disciplinary action, up to and including immediate dismissal from the clinical site. In addition, students violating patient confidentiality rights may be subject to civil and criminal liability. (45 CFR §164.508 - Federal HIPPA Privacy & Security Regulations)
- V. Other special revisions as agreed to jointly.
- VI. The Affiliating Clinical Agency may request the Academy to withdraw any student whose work or conduct may have a detrimental effect on patients or personnel; and/or reserve the right not to accept any student who has previously been discharged by the Clinical Agency for reasons which would make acceptance as an affiliate inexpedient.

The Academy may request the withdrawal of any student whose progress, achievement, or adjustment does not justify continuance in the Academy.

The students will be physically able to perform all essential functions of the job and any student participating in patient care must provide proof of current CPR Certification.

VII. Discontinuance of Agreement

This agreement shall become effective August 12, 2019 and shall continue in effect until August 12, 2021. It shall be reviewed and redrawn when considered desirable by either party. This agreement may be terminated upon mutual agreement of the parties or by either party with or without cause upon ninety days written notice to the other party. If either party wishes to terminate this agreement, it is understood that any students currently enrolled in the program shall be given the opportunity to complete the program in its entirety.

AGENCY SIGNATURES

Agency Administrator

Printed Name

Title

Date**ACADEMY SIGNATURES**

Field Externship Representative
Faithful Guardian, LLC

Printed Name

Title

Date

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie 
City Manager

FROM: Robin Bechtel Cailloux, AICP 
Director Planning & Development

DATE: August 7, 2019

SUBJECT: Step One Annexation request, 95.5 acres on Crabapple Lane and Dogwood Trail
August 15, 2019 City Council Meeting

Request:

InLine Communities, LLC has submitted a Step One Annexation application for 95.5 acres along Crabapple Lane (north) and Dogwood Trail. (application and map attached. Full application is available in the Planning and Development offices).

Overview:

The City has adopted a two-step annexation process. Step One is intended to allow an applicant to provide a general overview of the proposed annexation and identify how the annexation complies with the established goals of the City's Comprehensive Plan. Approval of a Step One application does not indicate City Council support of the proposed annexation; it simply allows an applicant to proceed with a Step Two application.

Staff has also review the application to ensure that it complies with the Georgia Annexation Law requirements. The application complies with the Georgia Annexation Law 100% method and meets the two requirements:

- The annexation territory must meet the definition of *contiguous*
- The annexation petition must be signed by owners of 100% of the land area

Peachtree City's Comprehensive Plan Goals:

The 95.5-acre annexation territory is immediately north of and adjoining the City limits along Crabapple Lane (north). The area is within the 2014 Growth Boundary limits studied for potential annexation. The property is adjacent to the Kedron Hills subdivision, which is zoned R-22 in this location. Lots in this portion of Kedron Hills, and those adjacent to the annexation area, are ½ acre lots.

The applicant desires to annex and zone the property for a single-family residential neighborhood with 191 lots, 43.4 acres of open space, and 3.85 acres reserved for a future emergency response station near the existing cell tower. The proposed residential density of 2.0 units per acre fits within the City's Future Land Use category of Single Family Medium, which is what Kedron Hills is categorized.

Step One Annexation Application – Crabapple / Dogwood Trail

Page 2

The conceptual plan shows the subdivision street network connecting to Crabapple Lane and Dogwood Trail; and the applicant states their intent to pave Crabapple Lane.

Staff have identified the following goals and policies from the City's Comprehensive Plan that are applicable to the applicant's request:

Natural Resources

- *Protect environmentally sensitive land and enhance the City's greenbelts and open space areas.*
- *Protect lakes, wetlands, major streams and minor drainage systems by preserving these areas in permanent open spaces.*

Staff Comment: The proposal preserves environmentally sensitive lands around Kedron Creek in permanently protected open space. This is over 43% of the annexation area and meets the City's minimum standard of 25%.

This property is in the Significant Groundwater Recharge Area designated by the Georgia Department of Natural Resources and adopted by the City. The Recharge Area filters (cleans) the groundwater before it enters the subsurface aquifer. Much of the public drinking water is originated in these aquifers. Septic systems percolate effluent through the soil. Providing public sewer on this property instead of allowing the use of septic systems protects the public's drinking water from contamination.

Land Use & Development Patterns

- *Develop and redevelop land in the City based on the village concept and stepping down intensity toward the City's boundaries*

Staff Comment: The proposal has a net density of 2.0 units per acre, which is identical to the adjacent subdivision, Kedron Hills. A slightly lower density would better achieve the "step down toward City boundaries" policy.

Economic Development

- *Work towards reducing the tax burden on the residents by shifting the tax base towards industrial and commercial users.*

Staff Comment: The proposal is a single-use residential development and does not support this policy. However, given the surrounding development in both the City and the unincorporated County, locating commercial or industrial uses on this property would not be appropriate.

Transportation

- *Continue to maximize the utilization of public road infrastructure by limiting direct driveway access to arterial and collector roads.*
- *Encourage alternative modes such as walking, bicycling, and driving golf-carts by providing a comprehensive system of multi-use paths and facilities connecting all the villages and activity centers in the City.*

Staff Comments: If annexed, the City Engineer would designate Dogwood Trail as a Community Collector and Crabapple Lane as a Neighborhood Collector. The subdivision does not propose direct driveway access to either Crabapple Lane or Dogwood Trail.

There are no off-street multi-use paths in the immediate area, and the applicant is not proposing any multi-use paths. The City Engineer is encouraging a connection from the cul-de-sac of Road "A" to Loring Lane to provide path access to the nearest off-street path further south on Loring Lane. Staff also encourages at least two 'street stubs' to the property's eastern boundary to allow for future connections and reduce unnecessary future trips onto Dogwood Trail.

Step One Annexation Application – Crabapple / Dogwood Trail

Page 3

Housing

- *Create a sense of neighborhood by developing separate and identifiable subdivisions surrounded by open spaces and appropriate landscape buffers.*

Staff Comments: The applicant is proposing a 25-foot landscape buffer along Crabapple Lane and Dogwood Trail. If annexed, the landscape buffer along Dogwood Trail would be required to be a minimum 50 feet wide to meet City ordinance requirements.

Community Services and Infrastructure

- *Continue to require developers to provide necessary infrastructure in their developments.*
- *Ensure that adequate infrastructure is in place including transportation links, water and sewer, police, fire, and multi-use path connections.*

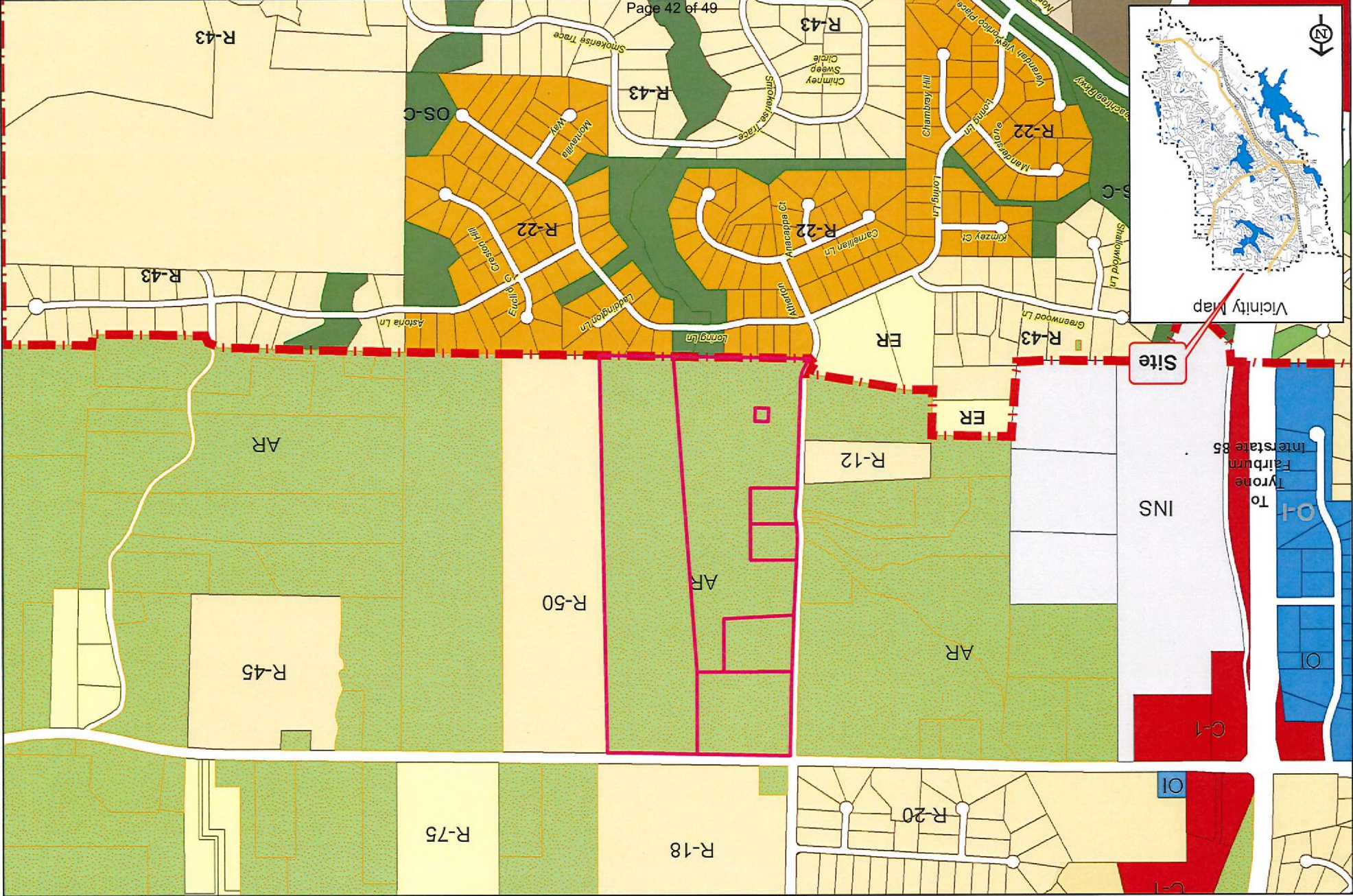
Staff Comment: The applicant is proposing to pave Crabapple Lane to the city's standards as well as bringing public sewer to the property. The applicant is also proposing the dedication of 3.85 acres for future civic use, such as an emergency response station.

If the Step One Annexation Application is approved by City Council, the Applicant must submit a Step Two Annexation Application within one (1) year. The Step Two Application begins the State's Annexation Process.

Budget Impacts:

There are no budget impacts associated with the Step One application. Budget impacts associated with the proposed annexation would be analyzed as part of the Step Two annexation application review process.

Step One Annexation Application
95.5 Acres on Crabapple Lane / Dogwood Trail
Currently in unincorporated Fayette County
County Zoning: AR
County Future Land Use: Low Density Residential (1 du/acre)



NARRATIVE SUPPORTING REQUEST TO ANNEX APPROXIMATELY 100 ACRES

Applicant is requesting that the property located immediately north of Kedron Hills Subdivision, south of Dogwood Trail, and east of Crabapple Lane, identified by Tax Parcel numbers 0729-008, 0729-016, 0729-007, 0729-040, 0729-028, 0729-027, 0729-041 be annexed into Peachtree City with a zoning of LUR with a density equivalent to R-22, which is the same zoning of almost all of Kedron Hills.

Applicant desires to pave Crabapple Lane. It is unclear if Crabapple Lane is in the unincorporated county or in the Town of Tyrone. If the road is in the unincorporated county, Applicant would include it in the annexation request. If the road is in the Town of Tyrone, the Applicant will work with Tyrone's officials and staff to pave the road.

The property is currently on septic. The applicant will have all of the property placed onto city sewer and county water.

The applicant plans to develop the property under the LUR zoning with the same density as the R-22 lots located in Kedron Hills but will set aside 35 acres as open space. Also, the applicant will dedicate 3.85 acres to the City to serve as a future site for a fire station.

The requested annexation complies with and promotes the goals of the City's Comprehensive Plan.

(1) The Requested Annexation Protects the Natural Resources.

The requested annexation and development plan will set aside 35 acres of open space and will keep development away from the creeks located on the property. The proposed development is low-density residential that also helps protect the natural resources by limiting the number of units located on the entire tract of land. Additionally, placing all of the property on sanitary sewer and getting rid of the septic systems will help protect the environment and the water quality in the area.

(2) The Requested Annexation Supports the Land Use and Development Patterns of the City.

The requested annexation is suitable in view of the use and development of adjacent and nearby property. The Land Use Plan calls for Kedron Hills and the surrounding property to be single-family low-density residential. The requested zoning of LUR with density equivalent to R-22 is in conformity with the single-family low-density plan and the goal of stepping down intensity toward the city's boundaries. The requested annexation does not change the current land use, the current community design or development patterns; rather, the requested annexation supports the current land use, community design and development patterns.

(3) The Requested Annexation Will Help the Economic Development by Providing Additional Quality Homes in the City.

The requested annexation will mirror the current uses and land development of the surrounding property and adjoining subdivision located in the City. It will provide additional quality homes that will increase the tax base of the City and provide quality housing for additional citizens to work and shop in local businesses.

(4) The Requested Annexation Will Improve the Transportation of the City by Paving Crabapple Lane to Dogwood Trail.

The applicant will improve and pave Crabapple Lane which will provide a convenient ingress and egress access avenue to the residents of Kedron Hills for those traveling to Fayetteville, Tyrone and I-85. This should reduce traffic on Peachtree Parkway and improve traffic flow along that busy corridor.

(5) The Requested Annexation Will Improve Community Service and Facilities by Providing a Site for a Future Fire Station.

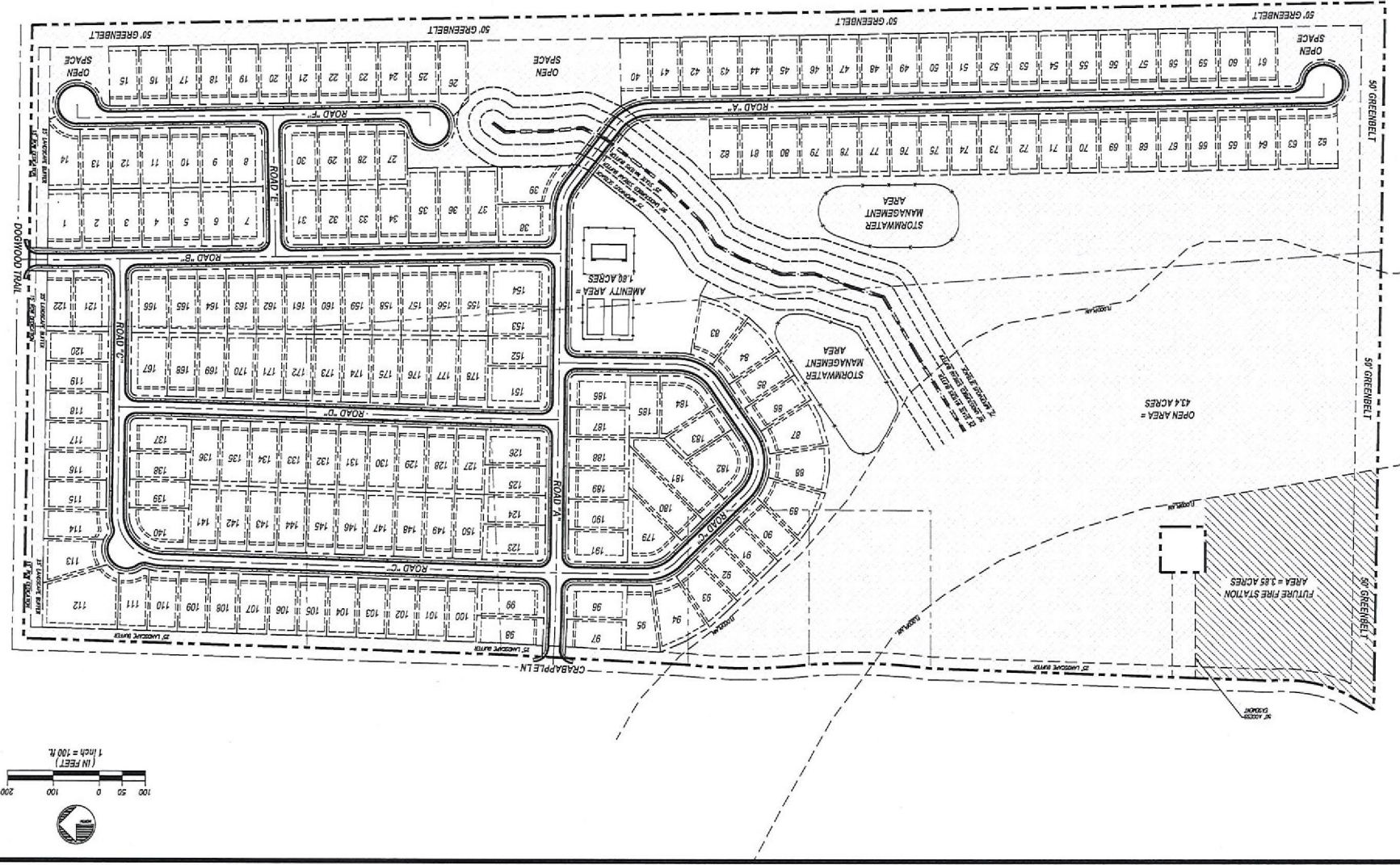
The applicant will dedicate 3.85 acres of land to the City for the construction of a Fire Station. This will improve response times for emergency personnel for the residence of Kedron Hills and the other subdivisions along Peachtree Parkway.

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 Utilities Protection Center, Inc.
 Know what's below.
 Call before you dig.
 800-4-A-GEORGIA
 404-895-0913
 www.georgia811.com

DEVELOPMENT SUMMARY	
TOTAL SITE AREA	55.50 ACRES
IMPROVEMENTS	2.00 ACRES
OPEN SPACE / UTILITIES	43.4 ACRES (78.54%)

EXISTING INFORMATION IS BASED ON GIS.
 PLAN MAY CHANGE UPON RECEIPT OF SURVEY.

24 HOUR CONTACT:
 BRYAN MUSOLF
 404.895.0913



LP3
 LAND PLAN

REVISIONS

OWN/DEVELOPER

LAND PLAN

DOGWOOD TRAIL

LAND LOT 104
 1ST DISTRICT
 FAYETTE COUNTY, GEORGIA

RIDGE PLANNING AND ENGINEERING®
 1300 KENNESAW CIRCLE, SUITE A
 SUITE 200 - LAWRENCEVILLE, GA 30046
 PHONE: 770.968.9000



STEP ONE ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
770-487-5731
WWW.PEACHTREE-CITY.ORG

Fee: \$250

Date Filed ____ / ____ / ____

Date Accepted ____ / ____ / ____

Notification Sent ____ / ____ / ____

Office Use Only

Overview: The Annexation Review Process is a two-step process to evaluate annexation requests into the City of Peachtree City. Step One is a review of how the existing and/ or proposed development may or may not be compatible with the established goals within the Peachtree City Comprehensive Plan. City Council shall evaluate the application and determine if they recommend the applicant to proceed with a Step Two application. Step Two requires the submittal of detailed information as identified in the established rezoning process and the State Annexation Law. The recommendation that the annexation request continue to Step Two does not imply that the City Council will approve the rezoning and/ or the annexation application.

Instructions: All items identified below must be provided before a Step One application is deemed complete. If the answer to any question is "No," a written explanation must be provided to explain the negative response. Once staff has deemed the application is complete and complies with the State Annexation Law, the request shall be considered in a Public Hearing at the next available City Council meeting.

SUBMITTAL REQUIREMENTS:

		YES	NO
1	A completed and signed Step One application	☒	☐
2	Application fee paid	☒	☐
3	Legal Description: A paper copy and an electronic version (.doc) of the full legal description of the subject tract(s) being considered for annexation	☒	☐
4	Boundary Survey: One electronic (.pdf) copy and five (5) paper copies of a survey prepared by a licensed and registered land surveyor that shall identify the extent of the property being considered for annexation. Must be scale no greater than 1"=50' and include:	☒	☐
(a)	Parcel Tax ID number and owner name for each annexation parcel	☒	☐
(b)	Existing lot lines, easements, rights-of-way, including the area in acres or square feet, and abutting land uses or zoning district categories	☒	☐
(c)	A clear delineation of the existing and proposed city limits boundary	☒	☐
5	Property Deeds: One (1) copy of the property deed(s) for each parcel	☒	☐
6	Nearby Properties List: One (1) paper and one (1) electronic version (.doc) of a list of all parcels within 200' of the annexation property, including ownership and property addresses.	☒	☐
7	Nearby Properties Map: One (1) paper and one (1) electronic version (.pdf) showing the proposed annexation property and all properties within 200' of annexation property.	☒	☐
8	Supporting Narrative: One (1) paper and one (1) electronic version (.pdf) document stating how the proposed annexation meets the vision, goals and policies of the City's adopted Comprehensive Plan	☒	☐

With the signing and submittal of this application, the applicant authorizes the Peachtree City Staff to enter onto the subject property to collect data in order to prepare reports for review by the City Council. By signing below, I hereby certify that the listed information and the accompanying materials as requested are accurate.

Applicant Signature: _____

Date: 5/24/19

Annexation Application
Revised 9/18/2018

www.peachtree-city.org



STEP ONE ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
770-487-5731
WWW.PEACHTREE-CITY.ORG

ANNEXATION METHOD	☒ 100% Methodology Application requires signatures or signed letters of approval of all current property owners.		☐ 60% Methodology - Required signatures or signed letters of approval by property owners of at least 60% of the total annexation acreage. - Requires signed petition by 60% of registered voters in the annexation area. Signatures must include the address and be dated within one (1) year of the Step Two application submittal.			
ANNEXATION PARCEL(S)	Parcel ID#:	Address:	Signature:	Indicate signee's role at the address:		Date:
	0729-008	126 Crabapple Lane	R. Alexander Family Ltd Partnership by Charles Smith	Owner ☒	Voter ☐	5/31/19
	0729-041	126 Crabapple Lane	R. Alexander Family Ltd Partnership by Charles Smith	Owner ☒	Voter ☐	5/31/19
	0729-027	178 Crabapple Lane	Charles Smith	Owner ☒	Voter ☐	5/31/19
	0729-028	158 Crabapple Lane	Byron Smith	Owner ☒	Voter ☐	5/31/19
	0729-040	126 Crabapple Lane	R. Alexander Family Ltd Partnership by Charles Smith	Owner ☒	Voter ☐	5/31/19
	0729-009	Old Tyrone Road	R. Alexander Family Ltd Partnership by Charles Smith	Owner ☒	Voter ☐	5/31/19
	0729-016	406 Dogwood Trail	Smith Living Trust by Franklyn & Ruth Smith	Owner ☒	Voter ☐	5/31/19
You may attach a separate list of parcels/ signatures, or provide a copy of individual signed and dated letters						
APPLICANT OR PRIMARY POINT OF CONTACT	Name <u>Bryan Masolf</u> Address <u>48 Atlanta St, Marietta 30064</u> Phone # <u>(404) 895-0913</u> Email <u>bryan@inlinecommunities.com</u>		ATTORNEY	Name <u>Richard P. Lindsey</u> Address <u>2002 Commerce Dr., N., #300, ATL</u> Phone # <u>(770) 486-8445</u> Email <u>rick@LLPTC.com</u>		
PROPOSED DEVELOPMENT	Potential Zoning Category Request: <u>LUR</u> Brief Description: <u>Requesting to be annexed into Peachtree City at a density equal to R-22 which is the same as most of Kedron Hills, the adjoining neighborhood. Please see Narrative for more details.</u>					

ORDINANCE # _____

AN ORDINANCE ADOPTED PURSUANT TO THE MUNICIPAL HOME RULE ACT OF 1965 (Ga. L. 1965, p. 298, §3) SO AS TO AMEND SECTION 2-23, SALARIES; REIMBURSEMENTS, OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY TO PROVIDE FOR THE SALARIES OF THE MAYOR AND COUNCIL MEMBERS; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City, Georgia, and by the authority thereof:

Section I. That Chapter 2, Administration, of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended pursuant to the Municipal Home Rule Act of 1965 (Ga. L. 1965, p. 298 et. seq.) by deleting Section 2-23, Salaries; reimbursements and by adding a new Section 2-23 to said Chapter to read as follows:

"Section 2-23. Salaries; reimbursements; expenses."

(a) ~~The Mayor shall receive \$9,000.00 annually, which shall be paid to the Mayor in 12 equal monthly installments. Effective January 1, 2010, the Mayor shall receive \$18,000.00 annually, which shall be paid to the Mayor in 12 equal installments.~~ Effective _____, the Mayor shall receive \$21,600.00 annually, which shall be paid to the Mayor in 12 equal installments. This compensation is subject to all federal, state, and local taxes.

(b) ~~The council members shall receive \$6,000.00 annually, which shall be paid to each council member in 12 equal monthly installments. Effective January 1, 2010, the council members shall receive \$12,000.00 annually, which shall be paid to each council member in 12 equal monthly installments.~~ Effective _____, the council members shall receive \$14,400.00 annually, which shall be paid to each council member in 12 equal monthly installments. This compensation is subject to all federal, state and local taxes.

(c) The Mayor and council members are entitled to reimbursement for all expenses incurred in the exercise of their responsibilities on behalf of the city. The Mayor and council members shall follow the procedures established by the city for all city employees for reimbursements.

(d) The Mayor and council shall be eligible to participate in the City's 457 Deferred Compensation Plan for employees; provided, however, that the City will not match or make any deposits into an account on behalf of the Mayor and council members for any deposits or contributions made by the Mayor or council members.

(e) As part of the budget process, City Staff shall conduct a review and comparison of Mayor and Council Salaries with other Georgia municipalities of similar size every four years, beginning in 2010.

Section 2: This ordinance shall become effective _____.

Section 3: Should any phrase, clause, or section of this ordinance be deemed unconstitutional by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this ordinance, which provisions shall remain in full force and effect.

Section 4: All ordinances or resolutions, or parts thereof, which conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

DONE, RATIFIED and PASSED, by the City Council of the City of Peachtree City, Georgia on the _____ day of August, _____, in regular session assembled.

ATTEST:

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

REVIEWED:

Theodore P. Meeker, III, City Attorney

