City Council of Peachtree City
Agenda
February 2, 2012
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition

IV. Public Comment

V. Agenda Changes

VI. Minutes

VII. Consent Agenda
   1) Consider Law Enforcement Mutual Aid Agreement – LaGrange
   2) Consider Acceptance of GEMA 2011 Citizen Corp Community Emergency Response Team Grant
   3) Consider Revised Articles of Incorporation & Bylaws – Peachtree City Convention & Visitors Bureau

VIII. Old Agenda Items

IX. New Agenda Items
   02-12-01 Consider Contract – Bradford/Creekside/Southside Pond Bid
   02-12-02 Consider Contract – Kedron Pool Fence

X. Council/Staff Topics
   Hot Topics Update

XI. Executive Session

This agenda is subject to change at any time up to 24-hours prior to the scheduled meeting

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**City Council and Mayor**
VIA:	**James L. Pennington, City Manager**
FROM:	**H.C. "Skip" Clark II, Chief of Police**
DATE:	**January 20, 2012**
SUBJECT:	**Mutual Aid Agreement – LaGrange Police Department** ***City Council Agenda – February2, 2012***

Recommendation:

Staff recommends that the Mutual Aid Agreement between LaGrange Police Department and the Peachtree City Police Department be approved.

Discussion:

The Peachtree City Police Department and the LaGrange Police Department are seeking to enter into a Mutual Aid Agreement for their respective Special Response Teams to ensure that if either department is called upon for assistance, they will be familiar with our requirements for mutual aid and available resources. Accordingly, the police department is requesting approval from the Mayor and City Council to enter into the attached mutual aid agreement (Mayor's signature required). This agreement provides guidelines and special provisions in the event that the Peachtree City Police Department has to call upon the LaGrange Police Department for assistance. This agreement also allows both agencies to better understand what is expected when requesting assistance, the resources available from one jurisdiction to the other, and what is needed by the requesting City and/or law enforcement agency.

Budget Impact:

There is no budget impact concerning this agreement.

MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
PEACHTREE CITY POLICE DEPARTMENT
SPECIAL RESPONSE TEAM (S.R.T)
LAGRANGE POLICE DEPARTMENT
EMERGENCY SERVICES UNIT (E.S.U.)

1. WHEREAS, this Agreement is between the **City of Peachtree City Police Department** and the **City of LaGrange Police Department.**

2. WHEREAS, it is in the best interests of the **City of Peachtree City Police Department** and the **City of LaGrange Police Department** and recognized that it is the policy of the undersigned law enforcement agencies to exist in and provide for positive and mutually beneficial public safety services with one another for the benefit of the citizens in our respective jurisdictions.

3. WHEREAS, the undersigned departments further state that they shall provide to one another that assistance which may be required in critical and emergency situations to ensure that the requesting agency is capable of performing its public safety function as mandated by law.

4. WHEREAS, the two Cities may obtain more effective and efficient Special Response Team (S.R.T.) services when their teams cooperate, operate, and coordinate Special Response Team (S.R.T.) operations under one unified command.

5. WHEREAS, this Agreement encompasses an immediate benefit of substantially increasing the trained personnel and specialized equipment resources of each jurisdiction with no initial cost. This combined effort to share existing resources and personnel, as well as unifying the command of the **Peachtree City Police Department's Special Response Team** and the **LaGrange Police Department's Emergency Response Unit** (hereto referred as "S.R.T." for the purposes of this MOU).

POLICE AUTHORITY

1. All law enforcement personnel employed by the agencies under this Memorandum of Understanding shall, during such time that these personnel are actually providing aid outside the jurisdictional limits of their employing agency under the terms of this Agreement, have the same powers, duties, rights, privileges and immunities as if the personnel were performing their duties within the political subdivision in which they are normally employed under Georgia State Law Mutual Aid.

SCOPE

1. This Memorandum of Understanding (MOU) will become effective January 1st, 2012.

2. In the spirit of this cooperation, the **City of LaGrange Police Department** and **the City of Peachtree City Police Department** agree to provide their S.R.T. personnel and resources to each other under the conditions listed in this document.

3. The **Lagrange Police Department** and **Peachtree City Police Department** agree to make all reasonable scheduling efforts to ensure mutual attendance at quarterly combined training exercises where both teams would be necessary, including but not limited to the searching of

large structures or schools, back-up for extended barricade situations, and hostage/crisis rescue situations.

4. All policies that govern all special operations of the **LaGrange Police Department** and the **Peachtree City Police Department** will remain comparable in the procedures for selection, basic training, command, and control.

5. The assisting agency shall consider its personnel to be operating in an on-duty capacity and as such shall provide for its employees such benefits, including workers compensation insurance, as if the employee were on a normal and routine tour of duty within the jurisdiction of the assisting agency.

STRUCTURE

1. The **Incident Commander, Chief of Police,** or his **designee** of the requesting jurisdiction will have overall control and responsibility for the incident. The **Special Response Team Commanders/Team Leaders** of the requesting jurisdiction will report to **the Incident Commander** in a unified command, and will retain supervisory control over their S.R.T. personnel regardless of jurisdiction. Continuous communications shall be maintained between the Commander of the Special Response Teams and the Incident Commander for the affected jurisdiction. The purpose of this communication is to ensure that actions taken towards the resolution of a situation are appropriate and in accordance with the law.

2. In the event of the absence of the **S.R.T. Commander** for a S.R.T. training event, or S.R.T. call out, the **Team Leader** for the **Peachtree City Police Department** and **LaGrange Police Department** will be in supervisory control and will act as the **S.R.T. Commander**. As stated above, the **S.R.T. Commander** is designated by the agency requesting assistance.

3. The **S.R.T. Commander** will be responsible for providing all training and after action report documentation necessary for each agency.

PROCEDURES

1. Training and selection requirements for S.R.T. will be in accordance with the standards set forth from the Commission on Accreditation for Law Enforcement Agencies (CALEA) including but not limited to standard 33.6.2, 42.2.1, and 46.2.3., and in cooperation with the standards set forth by the National Tactical Officer's Association (NTOA).

2. Training between the **LaGrange Police Department** and **Peachtree City Police Department**'s Special Response Teams will be focused on events that dictate a large response such as any hostage rescue situation, large or complicated structures, and/or extended events. Routine certifications and general training will be conducted separately by the two (2) governing jurisdictions.

3. The requests for an S.R.T. response to each jurisdiction shall include the following:

   a. The nature of the emergency, public occurrence, location, and/or details of the "planned" S.R.T. operation. Said communication may be made directly to the S.R.T. Commander for operational security.

   b. The name and rank of the officer to which the assisting personnel shall report, or the designated incident commander.

   c. A **Target/Risk Threat Assessment** is required to be completed by the investigating officer, or assigned Special Response Team member for the high risk operation.

   d. A **Target/Risk Threat Assessment** is not required for emergency call out procedures.

4. In the event of the necessity of withdrawal of personnel from either agency, or both agencies during a S.R.T. call out, it shall be made by mutual Agreement from the **Incident Commander** from the respective agencies. Notification shall be given upon withdrawal.

5. Upon implementation of this Memorandum of Understanding, all personnel assigned to the teams, will have exclusive radio channels available for use by all **Command** and **Special Response Team** personnel.

6. Upon implementation of this Memorandum of Understanding, both jurisdictions will be responsible for supporting the designated pager, cell phone, or designated notification system as recommended by the **S.R.T. Commander.**

7. The governmental entity having financial responsibility for the law enforcement agency providing such aid shall compensate all of its own employees rendering aid during the time of the rendering of such aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering such aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid, if such amounts would be due, if the aforesaid personal injury or death had occurred within the normal jurisdiction of that law enforcement agency. Such compensation shall also include all benefits normally due such employee.

EQUIPMENT AND RESOURCES

1. At the time of this signing, the **Peachtree City Police Department Special Response Team** has all the equipment listed in Appendix A of this Memorandum of Understanding.

2. At the time of this signing, the **LaGrange Police Department Emergency Services Unit** has all the equipment listed in Appendix B of this Memorandum of Understanding.

3. All equipment listed in each agency's Operational Readiness Report (S.R.T. Equipment) is under control of the **S.R.T. Commander** for that jurisdiction.

4. In the event that S.R.T. related equipment is available to be requested by means of a grant, the purchase will be made by mutual Agreement between the jurisdictions, with cooperation, and written justification in the best interests of S.R.T. Operations with the recommendations of the **S.R.T. Commanders**. All major purchases, including but not limited to weapon systems, munitions, ammunition, ballistic vests, communications equipment, and vehicle(s) will be recommended by the **S.R.T. Commanders.**

LIABILITY AND INDEMNITY

To the extent allowed by law, it is the intent of the parties to this Agreement that each party shall be responsible, but only to the extent required by law, for any liability associated with the actions of its employed officers during the deployments which are the subject of this Agreement.

In order to accomplish this purpose, **the City of Peachtree City**, Georgia hereby covenants, agrees and undertakes to indemnify and hold harmless the **City of LaGrange, Georgia**, its agents and officers, from any and all liability, loss or damage that the **City of LaGrange** may suffer as a result of claims, demands, costs or judgments against it arising from, or growing out of, any act of **Peachtree City Police Officers** while such are deployed at the request of the City of LaGrange pursuant to this Agreement.

In order to accomplish this purpose, **the City of LaGrange, Georgia** hereby covenants, agrees and undertakes to indemnify and hold harmless the **City of Peachtree City, Georgia**, its agents and officers, from any and all liability, loss or damage that Peachtree City may suffer as a result of claims, demands, costs or judgments against it arising from, or growing out of, any act of **City of LaGrange police officers** while such are deployed at the request of Peachtree City pursuant to this Agreement.

SEVERABILITY

If any provision of this Agreement is invalid for any reason, such as invalidation shall not render invalid other provisions of this Agreement that can be given effect without the invalid provision.

EFFECTIVE DATE

This Agreement shall be effective when duly executed by the authorized representatives of the jurisdictions covered by this Agreement.

AMENDMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing Agreements among them concerning such subject matter, and may be modified only by a written instrument duly executed by each party hereto.

TERMINATION

This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice.

PRESS RELEASES

Press releases and/or the release of information to the media will be made by the agency that has jurisdiction where the event occurred in accordance with the releasing agencies established media release policy. No press releases or other information pertaining to the Special Response Team shall be made by either agency without the approval of the Chief of Police of each department.

GENERAL INFORMATION

1. It is understood that the undersigned agencies will review and update this Agreement, as necessary, on an annual basis. It is further understood that this Agreement may be amended upon mutual Agreement, in writing, by the parties hereto. The agencies agree to abide by all local, state and federal laws as they relate to the privacy and security of personnel and criminal justice records and all regulations relative to non-discrimination practices concerning political affiliation, religion, race, color, sex, physical handicaps, age or national origin.

2. This Agreement shall remain in full force and effect until December 31, 2017, unless sooner terminated by either party by providing thirty (30) days written notice to the other party of said party's intention to terminate this Agreement. This Agreement shall automatically renew for additional terms of five (5) years each unless either party provides written notice to the other party of its intention to not renew this Agreement.

In witness whereof, said agency's Chief Executive Officers, Mayors, and City Council have hereto set their hands and affixed their seals the day and year first written.

MEMORANDUM OF UNDERSTANDING
SPECIAL MUTUAL AID AGREEMENT
PEACHTREE CITY POLICE DEPARTMENT
SPECIAL RESPONSE TEAM (S.R.T)
LAGRANGE POLICE DEPARTMENT
EMERGENCY SERVICES UNIT (E.S.U.)

SIGNATURE AND ENDORSEMENT

DATE: ______________________

Signed, sealed and delivered as to agency,

CITY OF LAGRANGE POLICE DEPARTMENT

BY: ______________________
LOUIS M. DEKMAR,
Chief of Police

CITY OF LAGRANGE, GEORGIA

BY: ______________________
W. JEFF LUKKEN, Mayor

ATTEST: ______________________
MEG B. KELSEY,
(SEAL) Deputy City Manager – Administration and Finance

DATE: ______________________

Signed, sealed and delivered as to agency,

CITY OF PEACHTREE CITY POLICE DEPARTMENT

BY: ______________________
H.C. "SKIP" CLARK, II,
Chief of Police

CITY OF PEACHTREE CITY, GEORGIA

BY: ______________________
DONNIE O. HADDIX, Mayor

ATTEST: ______________________
CITY CLERK (SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**Jim Pennington, City Manager** **Paul Salvatore, Financial Services Director** P.S. **Janet Camburn, Assistant Financial Director** **Angela Egan, Purchasing Agent**
FROM:	**H.C. "Skip" Clark II, Chief of Police**
DATE:	**January 26, 2012**
SUBJECT:	**2011 Citizen Corp Community Emergency Response Team Grant (CERT)**

Recommendation:

The Police Department is requesting to accept a grant from the Georgia Emergency Management Agency in the amount of $9,000.00.

Discussion:

Under the guidelines for this grant, these funds are for items such as medical supplies, promotional materials, training material, and includes general machinery/equipment maintenance and purchases. As a condition of the grant, the City must furnish expenditure documentation for the money spent. The Police Department has received previous grants that require this documentation and has been very diligent in this reporting requirement. In fact, the Peachtree City's accounting program was given accolades at a recent Citizen Corp Conference. The Peachtree City C.E.R.T. program was established in 2005. As of the date of this request, we have trained over 524 citizens in disaster preparedness. If this grant is approved and received, we should be able to provide training to over 600 citizens by the end of 2012.

Budget Impact:

This grant will impact the Police Grants Fund by increasing both revenue and expenditures in the Grant Fund by the $9,000. There are no matching funds required on behalf of the City.

HCC/slp

Date: January 26, 2012

To: City Council

From: Peachtree City Convention & Visitors Bureau Board of Directors
Executive Director

RE: Approval of Changes to the Articles of Incorporation and By-Laws of the Peachtree City Convention & Visitors Bureau

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Request:

The Peachtree City Convention & Visitors Bureau, Inc. ("the CVB") Board of Directors is requesting approval from City Council for the CVB's amended By-Laws and Articles of Incorporation.

Summary:

The CVB Board of Directors, at their January 18th, 2012 Regular Meeting approved several changes to the Articles of Incorporation and By-Laws. The changes included the following:

- Correct language in the Articles of Incorporation (Article VI) and By-Laws (Article Two, Section 2.2) to properly define the purpose of the Convention & Visitors Bureau by eliminating language that did not apply to the CVB and adding the mission statement of the CVB.

- Change the meetings of the Finance Committee Meeting under Article Three of the By-Laws and under Article Eight, Section 8.3 of the By-Laws from monthly to quarterly and have only the Finance Director as the City representative to the Finance Committee.

- Change under the Articles of Incorporation (Article VIII) and the By-Laws (Article Three, Section 3.3) the manner of appointment and description of two of the Board members. The first change to a Board member description would be to eliminate the appointment from the Development Authority and change to a citizen at large with tourism media related experience preferred. The second change would be to add to the Retail Business Citizen At-Large the qualification of tourism-related work experience preferred.

- Add under the Articles of Incorporation (Article VIII) and the By-Laws (Article Three, Section 3.3) an alternate Board member from the Hotel Industry.

- Add under the By-Laws Article Three, a section addressing the dissolution of organization that has an appointment to the CVB Board of Directors (Section 3.7)

- Change Article Thirteen, Section 13.1a of the By-Laws, to allow the CVB Board of Directors to approve expenditures up to $20,000 without City Council Approval.

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 inures 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:

- ~~Improve the availability of basic goods and services within the City of Peachtree City;~~

- ~~Develop the educational, cultural and economic potential of the City of Peachtree City;~~

- ~~Enlist the active interest and financial support of individuals and businesses in the development, improvement and beautification of the City of Peachtree City;~~

- ~~Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;~~

- ~~Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;~~

- 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

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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 Seven (7) voting members and one alternate non-voting member to be comprised as follows:

1. One (1) member ~~of the Development Authority of Peachtree City to be selected by the Authority Board~~ who is a citizen of, or persons conducting business within the City of Peachtree City with current or previous tourism media related experience desired to serve a two year term. ~~named in these Bylaws~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

2. The Chairperson of the Recreation and Special Events Board or the Community Services Director of the City of Peachtree City to be selected by the Recreation and Special Events Board; and

3. One (1) member of the City Council of Peachtree City to be selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January of each year.

4. One (1) member to be selected by the Peachtree City Airport Authority by a majority of the members of the board for a two year term. ~~After the initial term of office of such member named in these Bylaws. After the initial term of office set forth in these Bylaws, the term of office for such person shall be two (2) years.~~, The Board Member shall serve for a maximum of two consecutive two-year terms.

5. One (1) at-large member who is a citizen of, or persons conducting business within the City of Peachtree City who is an owner or manager of a retail business in Peachtree City with prior tourism-related work experience preferred. Such person to be selected by the governing authority of the City Council of Peachtree City for a two year term. ~~After the~~

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~~initial term of office of such member named in these Bylaws. After the initial term of office set forth in these Bylaws, the term of office for such person shall be two (2) years,~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

6. One (1) person who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City, such person to be selected by the governing authority of the City Council of Peachtree City for a two year term ~~after the initial term of office set forth in the Amended and Restated Bylaws of the Corporation. After the initial term of office set forth in the Amended and Restated Bylaws, the term of office for such person shall be two (2) years or until such person leaves his or her place of employment in Peachtree City. After the initial term of office,~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

7. One (1) person who serves as a manager, owner, or operator of a recreational venue, sports association, or other athletic facility located in Peachtree City, for a two year term ~~such person to be selected by the governing Authority of the City Council of Peachtree City after the initial term of office set forth in the Amended and Restated Bylaws of the Corporation. After the initial term of office set forth in the Amended and Restated Bylaws, the term of office for such person shall be two (2) years or until such person leaves his or her place of employment in Peachtree City. After the initial term of office~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

8. One (1) person who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City, such person to be selected by the governing authority of the City Council of Peachtree City as an alternate to the voting member of the Board who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City for a two year term. This person will fulfill the term of the voting member if this position becomes vacant.

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, arbitrative, administrative, or investigative, whether formal or informal, in which such person may be involved by reason of his 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 no longer to be qualified as an exempt organization described in Section 501(c)(6) of the Code.

The effective date of these Amended and Restated Articles of Incorporation shall be ___________ 2012.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this ______ day of ________________________, 2012.

____
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.

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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 inures 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:

- ~~Improve the availability of basic goods and services within the City of Peachtree City;~~
- ~~Develop the educational, cultural and economic potential of the City of Peachtree City;~~
- ~~Enlist the active interest and financial support of individuals and businesses in the development, improvement and beautification of the City of Peachtree City;~~
- ~~Improve and maintain the appeal of the City of Peachtree City by improving and maintaining the physical, environmental and business conditions in the City;~~

- ~~Increase City revenues by stabilizing the tax base, enhancing property values and increasing retail sales in the City;~~

- 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..

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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 supreme authority of the Corporation and the government and management of the affairs 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 management, affairs and property of the Corporation; shall determine its policies or changes therein; 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 inure 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 ~~one (1) time per month~~, quarterly ~~with the City Manager and/or the Community Services Director~~ with the City Financial Services Director of the City of Peachtree City, Georgia, so as to review the financial status of the corporation.

The Seven (7) 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.

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 Seven (7) directors. 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.

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

1. One (1) member ~~of the Development Authority of Peachtree City to be selected by the Authority Board~~ who is a citizen of, or persons conducting business within the City of Peachtree City with current or previous tourism media related experience desired to serve a two year term. ~~named in these Bylaws~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

2. The Chairperson of the Recreation and Special Events Board or the Community Services Director of the City of Peachtree City to be selected by the Recreation and Special Events Board; and

3. One (1) member of the City Council of Peachtree City to be selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January of each year.

4. One (1) member to be selected by the Peachtree City Airport Authority by a majority of the members of the board for a two year term. ~~After the initial term of office of such member named in these Bylaws. After the initial term of office set forth in these Bylaws, the term of office for such person shall be two (2) years.~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

5. One (1) at-large member who is a citizen of, or persons conducting business within the City of Peachtree City who is an owner or manager of a retail business in Peachtree City with prior tourism-related work experience preferred. Such person to be selected by the governing authority of the City Council of Peachtree City for a two year term. ~~After the initial term of office of such member named in these Bylaws. After the initial term of office set forth in these Bylaws, the term of office for such person shall be two (2) years,~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

6. One (1) person who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City, such person to be selected by the governing authority of the City Council of Peachtree City for a two year term. ~~after the initial term of office set forth in the Amended and Restated Bylaws of the~~

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~~Corporation. After the initial term of office set forth in the Amended and Restated Bylaws, the term of office for such person shall be two (2) years or until such person leaves his or her place of employment in Peachtree City. After the initial term of office,~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

7. One (1) person who serves as a manager, owner, or operator of a recreational venue, sports association, or other athletic facility located in Peachtree City, for a two year term. ~~such person to be selected by the governing Authority of the City Council of Peachtree City after the initial term of office set forth in the Amended and Restated Bylaws of the Corporation. After the initial term of office set forth in the Amended and Restated Bylaws, the term of office for such person shall be two (2) years or until such person leaves his or her place of employment in Peachtree City. After the initial term of office,~~ The Board Member shall serve for a maximum of two consecutive two-year terms.

8. One (1) person who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City, such person to be selected by the governing authority of the City Council of Peachtree City as an alternate to the voting member of the Board who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City for a two year term. This person will fulfill the term of the voting member if this position becomes vacant.

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The Board shall consist of a chair, a vice-chair and a secretary/treasurer to be chosen by the Board of Directors of the Corporation. ~~The initial members of the Board and terms of office for each shall be as follows:~~

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~~Name~~	~~Term expires~~
~~Doug Sturbaum (Council member)~~	~~December 31, 2010~~
~~Mark Bullard (Recreation Commission Chair)~~	~~December 31, 2011~~
~~Sherri Smith Brown (Development Authority member)~~	~~December 31, 2011~~
~~Bill Rial (Airport Authority member)~~	~~December 31, 2010~~
~~Becky She (Retail manager)~~	~~December 31, 2011~~

~~Kai Wolter (Hotel/motel)~~ ~~December 31,2011~~

~~Tim Dunlap (Recreation Venue)~~ ~~December 31, 2010~~

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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 position 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 telegram 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 four (4) 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 by the secretary/treasurer either personally, by telephone, by mail, by email, by telegram, or by facsimile 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 telegram, cablegram, facsimile, 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 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 City Council.

6.6 Chair. The chair shall preside at all meetings of the Board of Directors. The chair shall appoint the members and chairs of any committee of 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 and be under the supervision of 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:

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., consisting in whole or in part of persons who are not directors of the Corporation, as it deems necessary or desirable, and discontinue any such committee as its pleasure. 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 Manager or his/her designee and~~ 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. The Finance Committee shall meet not less than quarterly ~~one (1) time each month~~ so as to review the financial posture and status of the Corporation.

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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, be personal delivery, telephone, facsimile, e-mail or telegram 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.

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 Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to 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 chair or vice-chair and countersigned by the City Manager or 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 Board of Directors 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 of 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 was serving at the request of the Corporation as a director, officer, employee, trustee, or agent or 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 Board of Directors is authorized to fix the fiscal year of the Corporation and to change the same from time to time as it deems appropriate.

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.

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 ~~$10,000.00~~ 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");

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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 occurring in the ordinary course of business, (ii) transactions previously approved as part of the Corporation's budget or business plan, (iii) 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 ______________________, 2010. 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 ______________________, 2010.

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 ______ day of ________________, 2010.

Adopted: ____________________________
Kai Wolter, Chairman
Peachtree City Convention &
Visitors Bureau, Inc.

Attest: ______________________________

Approved on ___________________, 2012, 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: __________________________
Don Haddix, Mayor

ATTEST:

____
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Financial Services Director** **Assistant Financial Services Director** **Purchasing Agent** **Public Services Director**
FROM:	**City Engineer**
DATE:	**January 25, 2012**
SUBJECT:	**Repair of Outlet Structure and Plunge Pool for BCS Pond Project** ***February 2, City Council Meeting***

Recommendation:

Staff recommends that City Council award the repair of the outlet structure and plunge pool for BCS Pond for the not to exceed amount of **$69,000.00**.

Discussion:

The BCS Pond lies approximately 1,200 feet north of the intersection of Robinson Road and Ebenezer Road. Due to noted maintenance issues associated with the pond. Staff solicited a design to complete a repair the concrete headwall, which is detached from the outlet pipe, and the scour hole at the toe of the dam.

Therefore the City solicited bids on December 13, 2011. A mandatory pre-bid meeting was held on January 5, 2012, and was attended by eighteen companies. Bids were opened on January 19, 2012, all qualifying results are as follows:

COMPANY	Bid Amount
Massana Construction	**$69,000.00**
Crawford Grading and Pipeline	$75,000.00
Cline Services	$88,500.00
Ronny D. Jones Enterprises, Inc	$103,500.00
North Georgia Concrete, Inc	$158,614.00

Staff is recommending that City Council award the project to Massana Construction as the lowest responsive bidder. The City has worked with Massana Construction previously. Furthermore, the company has submitted all the required paperwork, has demonstrated adequate experience and has provided acceptable references.

Budget Impact:

Staff recommends that the $69,000.00 be transferred from the Stormwater Utility Renewal and Extensions line item into the Stormwater project account 521-4250-541930 Project Code SW-030.

Attachments
- Bid Tabulation Sheet
- Bid Tender Form - Revised

Addendums 1,2,3
5% bid bond
Prebid attendance required

CITY OF PEACHTREE CITY
BID TABULATION SHEET

BID TITLE: BCS Pond Project

DATE: 19 January 2012 3:00pm

BUDGET:

BIDS OPENED BY:
WITNESSED BY: Angela Egan

TIME COMPLETED: 3:0

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
North GA Concrete, Inc.	PO BOX 827	$158,614.00	✓	
	Fville, GA 30214			
Massana Construction	Celtic Ct	$69,000	✓	
	Tyrone, GA			
Cline Services	342 Farr Road	$88,500	✓	
	Columbus, GA 31907			
Crawford Grading & Pipeline	1505 Dunlap Road	$75,000	✓	
	Luthersville GA 30251			
RDSE, Inc.	679 Hwy 29 S Ste. A	$103,500	✓	
	Newnan, GA 30263			
Site Eng.	7025 Best Friend Rd	$115,450	✓	
	Atl. GA 30340			

SECTION 00300
CITY OF PEACHTREE CITY
BID/TENDER FORM
***** REVISED *****

Owner: City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Bidder's Name and Address:
MASSANA CONSTRUCTION, INC.
135 CELTIC BLVD., SUITE A
TYRONE, GA 30290

Due Date: 01/19/2012

Ladies and Gentlemen:

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to the construction project known as:

Repair Of Outlet Structure And Plunge Pool For BCS Pond Project

Including Addenda, the undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the work at the places where the work is to be completed, and having fully inspected the site and all particulars, hereby proposes and **agrees to fully perform the work within** 30 **calendar days** and in strict accordance with the Contract Documents, including furnishing any and all labor and materials, and to do all of the work in accordance with the Contract Documents for:

$ 69000.00 hereinafter referred to as the Lump Sum Bid

This bid is a lump sum bid, however the City is requested unit cost for the purpose of change orders. Should a change order be need the City will use the unit cost supplied to determine the amount of the change order. As part of these units the city has included estimates for the driveway replacement if need. This number will be included as part of the bid, but will not be paid if this service is not needed.

All unit cost below are installed cost		
Gabion Basket (3 Cell 3' x 3' x 9')	EA	300.00
Type C Silt Fence	LF	5.00
Type 1 Rip Rap	TN	45.00
Type 3 Rip Rap	TN	40.00
#4 Stone	TN	35.00
GAB	TN	25.00
Unsuitable Soils Export	CY	10.00
Suitable Soils Import installed	CY	15.00
Geotechnical Fabric (non-woven) installed	SY	5.00
Geo Grid (Tensar TX7) installed	SY	10.00
Concrete (4,000 psi)	CY	450.00
Tree Protection Fencing	LF	10.00
Centrifugally cast concrete lining	LF	260.00
Concrete Driveway replacement: (6", 4,000 psi fiber reinforced concrete with 6" GAB, 98% compaction on GAB and subgrade)	SY	50.00
Driveway pipe replacement:		
(24" HDPE)	LF	40.00
(24" RCP, Class 3)	LF	50.00

2. The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

3. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

4. The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.

5. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

6. It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated I making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

7. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

8. The Owner will not be bound to enter into a Construction Agreement with the low bidder unless a mutually acceptable construction cost is reached.

9. The undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner and to complete fully all work in consecutive calendar days from the included said date.

10. For and in consideration of the sum of $1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

11. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this bid.

13. The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If bidder is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If bidder is an individual, give first and last names in full.)

MASSANA CONSTRUCTION, INC., Georgia

MARK MASSMANN, PRESIDENT, Christell K. Bakken, Secretary

14. Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No. 1 dated 12/21/2011
Addendum No. 2 dated 01/05/2012
Addendum No. 3 dated 01/09/2012
Addendum No. dated____________
Addendum No. dated____________
Addendum No. dated____________

Payments shall be made as follows: The City shall pay said Contractor monthly, as the work progresses, the amounts earned during the preceding month less 10% of these amounts and shall pay the balance due hereunder within thirty (30) days after the work is fully completed and accepted by the Public Services Director of

Peachtree City; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the Public Services Director of Peachtree City that all just claims for labor, materials, skills, tools and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

If the Contractor is behind schedule as determined by the required estimated Progress Schedule, then the City may, at its option, withhold, in addition to the ten percent (10%) prescribed above, a percentage of the monthly payment equal to the percent the Contractor is behind schedule, but not to exceed a total withholding of fifty percent (50%).

Within ten (10) calendar days from date of notification of acceptance by the City, the Contractor, as principal, and Travelers Casualty & Surety Company of America, a surety company qualified to do business in Georgia, as surety, shall furnish to the City a Performance Bond in the amount $100% of contract and Payment Bond in the amount of $110% of contract, for the use of all persons doing work or furnishing skills, tools, machinery or materials under or for the purpose of this Contract, in accordance with the provisions in Section 13-10-1 of the Ann. 36-82-101 Code of the State of Georgia, as amended, where applicable. The life of these bonds shall extend through the life of this Contract including a ninety (90) day maintenance period and a twelve (12) month guarantee period after completion of work performed under this Contract.

The Contractor agrees to maintain said streets for a period of ninety (90) days after their completion and does hereby warrant and guarantee said streets against all defects for a period of twelve (12) months after their completion.

The Contractor shall, without expense to the City, provide: Workmen's Compensation Insurance and Comprehensive Liability Insurance covering all operations and automobiles as required by terms of the Invitation to Bid and/or specifications.

The Contractor shall defend, exonerate, indemnify and save harmless the City from and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property, which damage or injury is alleged to be caused by, or sustained in connection with, the performance of the contract work. The Contractor shall pay, without cost to the City, for the defense of any and all claims, litigation and actions, suffered through any act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by or under the supervision of the Contractor or Subcontractor.

It is further agreed between the parties hereto that if at any time after the execution of this agreement, surety bond and payment bond, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall furnish at his expense, within five (5) days after the receipt of notice from the City so to do, additional bonds in such form and amount and with such surety or sureties, as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in manner and form satisfactory to the City.

This Contract, executed in triplicate, constitutes the entire agreement between the parties, and no part of this Contract shall be assigned, sold or sublet by the Contractor without the prior written approval of the City.

RESPECTFULLY SUBMITTED:

Date of Bid 01/19/2012

Firm Name MASSANA CONSTRUCTION, INC.

Business Address 135 CELTIC BLVD., SUITE A, TYRONE, GA 30290

Submitted by CAIN PRATER

Telephone 678-201-2032 Email praterc@massanaconstruction.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Financial Services Director** PS. **Assistant Financial Services Director** **Purchasing Agent** **Community Services Director** **Public Services Director**
FROM:	**City Engineer**
DATE:	**January 25, 2012**
SUBJECT:	**Fencing Bid for Kedron Aquatic Center** ***February 2, 2012, City Council Meeting***

The existing fencing around the pools was in very poor condition prior to the construction on the new bubble. Some posts were broken at the interface with the concrete and others were severely corroded. During construction of the bubble the fence in the back of the pools had to be disassembled and removed because the concrete was breaking up around the fence supports and had to be repoured. Since the fencing was removed some posts are shorter than others and some panels are now bowed. In addition, cement had been splattered on most of the aluminum fencing. It is staff's experience that aluminum never looks the same once cement has dried and been removed.

Because of the above issues, and because reinstallation of the existing fence will look very unsightly and require all new posts, staff put the replacement of all the fencing around the pools out to bid. Bids are due January 31, 2012. Staff anticipates having a recommendation on award for Council consideration for the February 2, 2012, City Council Meeting.